

CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE COUNCIL CHAMBERS
60 N GREENE ST
Monday, October 2, 2023 6:00 PM

The meeting will be recorded and can be viewed live by visiting the city website at 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. Roll Call
3. Approval of Agenda
4. Consent agenda
 - a. Minutes
 - b. Expenditures
5. **Public forum: 3 minutes per person. See guidelines for public comments at the Clerk's table.**
6. City Engineer's Report (Axiom) (5)
 - a. Wastewater treatment plant update (6)
 - b. Consider resolution for WWTP Pay Application #3 (2023-72) (9)
 - c. Water treatment plant update (12)
 - d. 3rd St Miscellaneous Items (14)
 - i. Railing at 71 E 3rd St
 - ii. Retaining wall at 71 E 3rd St
 - iii. Gap between wall and stairs at Greene & 3rd St
 - iv. Property approaches and steps
 - v. Possible additional row of blocks on walls
 - vi. Stormwater Drainage at Washburn & 3rd St
 - e. Consider resolution for 3rd St Pay Application #11 (23)
 - f. East Street (28)
 - g. Hall Park Traffic Calming (32)
 - h. Consider resolution to approve bid for ADA Ramp Project (33)

CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE COUNCIL CHAMBERS
60 N GREENE ST

7. PeopleService

- a. Well #6 (38)
- b. Water Tower Condition Report (40)

8. City Administrator's Report

- a. Employee Handbook (48)
- b. Debbins Building Bids
- c. Consider resolution to set date for Public Hearing to sell City Property (79)
- d. Consider resolution to approve Mediacom Lease (80)
- e. Request for Proposals-City Attorney (95)

9. Closing Comments

10. Motion to Adjourn

RIVERSIDE CITY COUNCIL MEETING: Monday, September 18th, 2023

The Riverside City Council meeting started at 6:00 pm in the Riverside City Council Chambers. Mayor Allen Schneider called the meeting to order, with Kevin Kiene, Lois Schneider, Kevin Mills, Tom Sexton and Edgar McGuire present.

Motion made by Schneider, second by McGuire to approve agenda. Passed 5-0.

Motion made by Kiene, second by McGuire to approve consent agenda, including, minutes, expenditures, Kum & Go alcohol renewal, and Buckeye Block Party. Passed 5-0.

Sergeant Chad Ellis, with Washington County Sheriff Dept. presented August Service call report.

Council reviewed August building permits and nuisance postings.

Nick Bettis, Axiom Consultants, updated the city council on the 3rd Street project, Wastewater Treatment Plant, Water Treatment Plant, Kirk Birthplace ramp, and East Street.

Mills moved, second by McGuire to accept ADA ramp bid. Passed 4-1, Sexton opposed. Resolution will be on the next agenda.

Council discussed the August water and wastewater report, and DNR recommendations.

Kiene moved, second by Sexton to approve fire department stipend program.

Schneider moved, second by Sexton to pass Resolution #2023-69, Approving grant application to Washington County Riverboat Foundation from Riverside Volunteer Fire Dept. in the amount of \$12,500 for extrication rescue tools. Passed 5-0.

Schneider moved, second by Kiene to pass Resolution #2023-70, Approving grant application to Washington County Riverboat Foundation in the amount of \$17,511 for the ADA ramp at City Hall. Passed 5-0.

Motion by McGuire, second by Schneider to pass Resolution #2023-71, Waiving the right to review plat of survey for Michael Lombard. Passed 5-0.

Council reviewed August billing and financial reports.

Sexton moved, second by Mills to enter into Closed Session per Iowa Code 21.5 (1) (i) for City Administrator 90 day review at 7:42 PM. Passed 5-0.

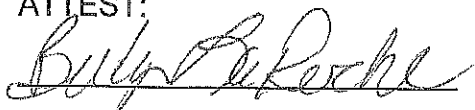
Council returned to open meeting at 8:02 PM.

Motion by Sexton, second by McGuire to adjourn at 8:06 p.m. Motion carried 5-0.


Full content of city council meetings can be viewed on the city website www.riversideiowa.gov.

Next Meeting- Monday, October 2nd, 2023 at 6:00 PM

ATTEST:



Becky LaRoche, City Clerk



Allen Schneider, Mayor

EXPENDITURES OCTOBER 2, 2023				
	COUNCIL MEETING	BILLS		
1	A TECH	FD ALARMS	002-5-150-6356	\$ 242.00
2	ABSOLUTE GRAPHICS	GATOR SIGNAGE	001-5-210-6372	\$ 185.00
3	ABSOLUTE GRAPHICS	PUSH/PULL	001-5-430-6325	\$ 20.00
4	ACCESS	COPIER	001-5-650-6496	\$ 381.99
5	AXIOM CONSULTANTS	WWTP	301-5-750-6798	\$ 1,960.00
6	AXIOM CONSULTANTS	3RD STREET	301-5-750-6796	\$ 682.50
7	AXIOM CONSULTANTS	ENGINEERING	001-5-650-6407	\$ 2,410.00
8	BECKY LAROCHE	MILEAGE- 190 MILES	001-5-650-6240	\$ 124.45
9	BECKY LaROCHE	CELL STIPEND	001-5-650-6373	\$ 50.00
10	BRYAN LENZ	CELL STIPEND	001-5-430-6373	\$ 50.00
11	COLE SMITH	CELL STIPEND	001-5-650-6373	\$ 50.00
12	EDGAR McGUIRE	MILEAGE	001-5-610-6240	\$ 22.27
13	ELECTRIC PUMP	WTP SERVICE CALL- RO SKIDS	600-5-810-6374	\$ 1,065.00
14	ELECTRIC PUMP	WTP SERVICE CALL- SEAL TENTION	600-5-810-6374	\$ 805.00
15	HEIMAN	FD-TOOLS	002-5-150-6356	\$ 1,009.45
16	IOWA DNR	ANNUAL WATER USE FEE	600-5-810-6245	\$ 115.00
17	IOWA FIREFIGHTERS ASSOC	28 MEMBERSHIPS	002-5-150-6345	\$ 476.00
18	JCR	LAWN BAGS	001-5-840-6372	\$ 77.50
19	KUM&GO	FD-FUEL	002-5-150-6350	\$ 265.88
20	LOGAN MICHEL	CELL STIPEND	001-5-210-6373	\$ 50.00
21	MCCREEDY-RUTH	COUNCIL CHAMBERS	001-5-650-6310	\$ 12,173.34
22	MEARDON, SUEPPEL, DOWNER	LEGAL	001-5-640-6411	\$ 1,000.00
23	MELLEN & ASSOC.	WELL#8 RES 2023-15	600-5-810-6374	\$ 21,001.00
24	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$ 11.44
25	MID AMERICAN ENERGY	RVFD	002-5-150-6330	\$ 12.85
26	MID AMERICAN ENERGY	C HALL	001-5-650-6371	\$ 11.44
27	MID IOWA TOOLS	BLOWERPAC MAINTENANCE	610-5-815-6374	\$ 1,500.00
28	OVERHEAD DOOR	WTP SERVICE	600-5-810-6332	\$ 159.50
29	PEOPLE SERVICES	SERVICE	600-5-810-6500	\$ 12,623.00
30	PEOPLE SERVICES	SREVICE	610-5-815-6500	\$ 12,623.00
31	POLLARDWATER	WTP-SCREEN	600-5-810-6374	\$ 96.00
32	RELIANT FIRE	FD-TANKER 166	002-5-150-6352	\$ 1,322.41
33	RELIANT FIRE	FD-LADDER 162	002-5-150-6352	\$ 1,525.29
34	RELIANT FIRE	FD-ENG 161	002-5-150-6352	\$ 252.00
35	SCHMBERG	WATER MAIN PRTS	600-5-810-6374	\$ 4,471.61
36	VEENSTRA & KIM	WTP ENGINEERING	301-5-750-6800	\$ 2,007.51
37	VERIZON	ADMIN TABLET	001-5-650-6373	\$ 25.02
38	TOTAL BILLS*****			\$ 80,857.45
39				
40	DELTA DENTAL	BILLING-OCT	001-5-430-6150	\$ 192.58
41	WELLMARK	BC/BS	001-5-620-6150	\$ 2,118.59
42	VERIZON	GATEWAY-WW	610-5-815-6373	\$ 63.54
43	US CELLULAR	FD	002-5-150-6332	\$ 72.45
44	LINCOLN FINANCIAL	OCT BILLING	001-5-150-6352	\$ 309.56
45	*****	TOTAL PAID BILLS		\$ 2,756.72
46				
47	*****	TOTAL EXPENDITURES		\$ 83,614.17
48				
49	EXPENDITURES by FUND			
50	GENERAL FUND	\$	16,642.45	
51	FIRE DEPARTMENT	\$	5,105.88	
52	ROAD USE FUND	\$	-	
53	CASINO FUND	\$	-	
54	CAPITAL PROJECTS	\$	4,650.01	
55	WATER FUND	\$	40,336.11	
56	SEWER FUND	\$	14,123.00	
57	TOTAL EXPENDITURES	\$	80,857.45	

ENGINEER'S REPORT

PROJECT: City of Riverside
DATE: September 26, 2023
TO: City Council
TOPIC: Project Updates

Third Street Reconstruction

- Streb completed punchlist items and Steven's restoration as per the punchlist, and contact Axiom and the City for a final walk through to verify items have been completed.
- The majority of all items were completed and accepted by the City and Axiom; however, remaining restoration needed in various areas as listed on the attached and revised punchlist.
- Steven's followed up immediately by addressing remaining restoration areas as determined in the field. Streb to follow up with two minor items within the next week.
- It was discussed and agreed upon that Streb could request and City could release all retainage other than that related to restoration by subcontractor Steven's Erosion Control. See attached for Pay Application.
- Big Iron completed fabrication and installed retaining wall extension at northwest corner of Greene and Third Street. Pictures attached.
- Various "Miscellaneous Items" remain outside of the contract documents that require a decision or direction by City Council in terms of how to proceed.

Wastewater Treatment Plant

- Please see attached the Progress Report and schedule.
- Pay Application #3 submitted, reviewed, and included for approval.

Water Treatment Plant

- Construction in progress.
- Progress Report attached for reference.

Captain Kirk ADA Project

- Coordinated with the low bidder, All American Concrete, Inc (AACI) regarding the award of project to them based on revised schedule in which they will need to wait until Riverboat grant funding announced in late November.
- AACI is accepting of such schedule change, noted a possible slight increase in material costs if not constructing until next Spring, but noted it will be so small that they're not worried about it.

East Street

- East Street plan was revised to accommodate emergency vehicles as much as possible while keeping cost effective and within typical design.
- Widening of East Street better accommodates traffic backing out of driveway at
- Revised Opinion of Costs provided and attached.
- The plan would be to include with Pelling's already contracted work this fall if so approved.

AXIOM PROJECT NO. 220181	DATE 9/22/2023
REPORT NO. 1	PAGE

PROJECT NAME
 RIVERSIDE WASTEWATER TREATMENT RENOVATIONS

AXIOM REPRESENTATIVE (reported by)
 Adrienne Bricker

CURRENT ACTIVITIES and SCOPE of WORK

The bi-weekly progress meeting was canceled this week due to multiple conflicts amongst the design team. I have spoken with Spectra and received a revised schedule, along with a run-down of activity and upcoming deliverables.

CLIENT REPRESENTATIVE (reported to)
 Cole Smith, City Administrator & Riverside Council

CURRENT PHASE	NEXT PHASE
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I arrived on site Friday 9/22, and noted activity.

PROVIDED FOR:
 Upcoming Council Meeting / Design Team Updates

Since the last visit, trim work continues to hold as crews wait for the re-fabricated trim pieces to arrive on 9/29 with remaining install to be completed by ~10/3.

SCHEDULE ITEMS

Delivery Date of RTU - arrival on 9/28

Caulk application is also holding and is anticipated to be completed with the final IMWP trim install on ~10/3.

Revised Schedule:

Installation of IMWPs trims ~through 10/3

Coping installation ~through 9/25

New rain downspouts have been fabricated and installed (rain spouts free of charge by Spectra).

Exterior painting to start ~TBD

Interior wall grinding in Lab ~complete

Interior wall grinding rest of Bldg ~complete

Roofers were expected to arrive on site today to complete the coping and conductor heads and are expected to be completed early next week, weather pending.

Interior coatings to start ~9/29

Mechanical/Electrical rough-in to start ~10/4

The Make-Up Air (MUA) Unit will arrive 9/28 with install to start on 10/4. HVAC and Electrical work will run concurrently on the HVAC equipment and additional security system rough-in. Anticipate just over a week of install - weather pending.

Active Contractors:

Spectra Build

Roofing Contractor

For the base of the building and inside the trim work, Contractor will be caulking and painting over the green water vapor barrier with a color to match the panels.

Interior work shows Spectra has completed the cleaning of efflorescence from the CMU on all perimeter walls around the building. The vapor permeable paint is to arrive 9/28 with re-coating to begin on 9/29. A few areas between the CMU block were flaking out in the Lab and Corridor areas, Spectra ended up re-grouting those areas in lieu of the NP-1 as previously discussed. This is aesthetic and not a structural issue.

Spectra is working on the Door/Frame orders and shop drawings. They are waiting on lead times for the Stainless Hardware (HW). The timeline on the revised schedule is an estimate due to unknown HW lead times. They do intend to hold all materials and install all doors/frames at one time.

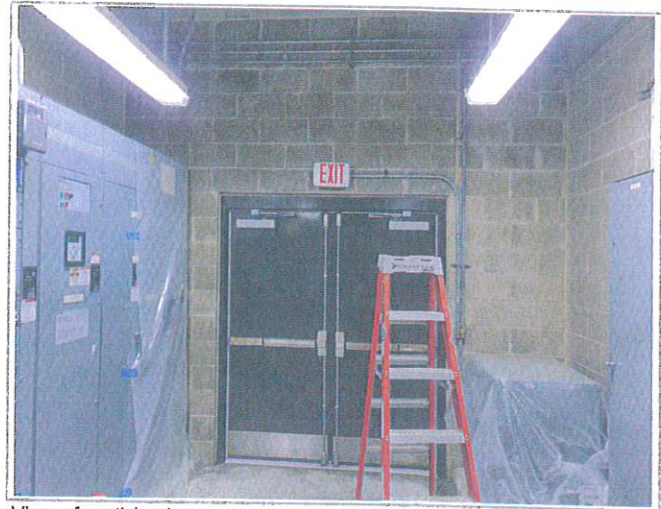
AXIOMCONSULTANTS

CLIENT PROGRESS REPORT

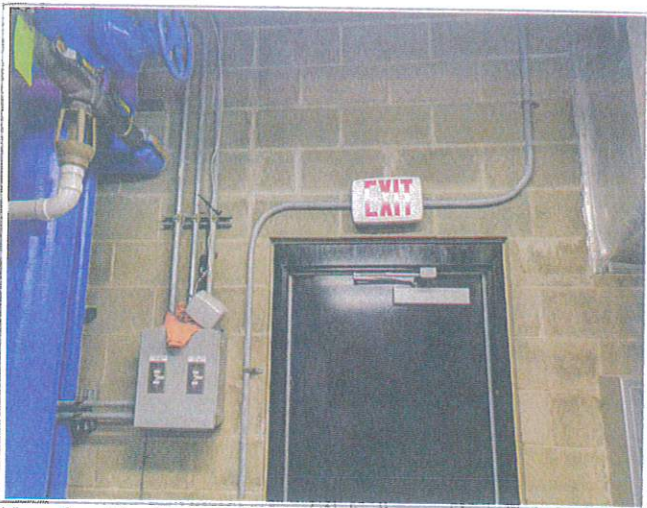
AXIOM PROJECT NO. 220181	DATE 9/22/2023
CLIENT PROJECT NO. 1	PAGE



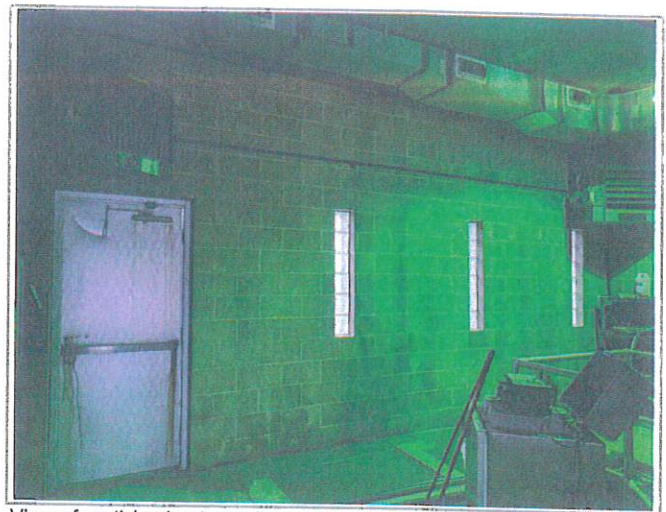
View of the north face shows roof membrane has been pulled back as work continues around roof edges; New downspouts have been fabricated and installed



View of north/perimeter wall in Electrical Room showing efflorescence removed, this room took a few extra layers to remove the build-up



View of north/perimeter wall in Mechanical Room showing efflorescence removed, crews was able to get between walls and mechanical equipment



View of north/perimeter wall in the Screening Room showing efflorescence removed, photo is discolored due to the lighting in the space

PROJECT COORDINATOR or MANAGER SIGNATURE

Alison McBride

NOTICE: Axiom personnel have completed this report to the best of their ability in the most accurate fashion possible at the time and with the information available at the time of its writing. This report serves as a snapshot of design phase progress and is provided to the Client in order to update them on the general overall status of the design team (and possibly sub-consultants) in relation to the contracted scope of work. This report should not serve as official scheduling document in so far as it may contradict the originally contracted work or pertain to adjustments in the overall scope of work. The report is intended as an informational document only - to be used by the Client in understanding the current workload and path of the design team.



Schedule Detail

09/25/23

Schedule Detail

by Phase

22041 - Riverside WWTP Renovations 22041

Task#	Task Name	Scheduled Start	Scheduled Completion	Task Status	Non Work Days Left	Work Days Left	Total Days Left	Float in Work Days	Percent Complete
0	None								
22041.006	Interior Coatings	09/28/2023	10/03/2023	Not Started		6	6	38	
22041.008	Mechanical System Installation	10/04/2023	10/12/2023	Not Started		9	9	28	
22041.009	Electrical Rough Ins	10/04/2023	10/06/2023	Not Started		3	3	35	
22041.010	IMWVP Prep/Installation	10/02/2023	10/03/2023	Not Started		2	2	38	
22041.011	Electrical Trim Out	11/13/2023	11/24/2023	Not Started		12	12		
22041.012	Punchlist	10/13/2023	10/17/2023	Not Started		5	5	28	
22041.013	Owner Training/Turnover	10/17/2023	10/17/2023	Not Started		1	1	28	

Report Based on the Date 09/25/2023

RESOLUTION #2023-xx

RESOLUTION APPROVING PAY REQUEST #3 TO SPECTRA BUILD FOR THE WASTEWATER TREATMENT PLANT PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk and it is the opinion of the City Engineering Firm that the City Council accept this pay request #3 in the amount of \$11,673.07 for payment of this project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #3 for work done on the Wastewater Treatment Plant Project through 9/25/23.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 2nd day of October 2023.

Signed: _____ Date _____

Allen Schneider, Mayor

Attest: _____ Date _____

Becky LaRoche, City Clerk



Progress Billing

Application: 3

Period: 09/25/2023

Owner: City of Riverside
60 Greene St
Riverside IA 52327

Job Location: Riverside WWTP Renovations 22041
1197 Vine Ave
Riverside IA 52327

Application For Payment On Contract

Original Contract.....	299,700.00
Net Change by Change Orders.....	56,472.38
Contract Sum to Date.....	356,172.38
Total Complete to Date.....	230,754.93
Total Retained.....	10,712.89
Total Earned Less Retained.....	220,042.04
Less Previous Billings.....	208,368.97
Current Payment Due.....	11,673.07
Balance on Contract.....	136,130.34

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor:  Date: 09/25/2023


Approved: Adrienne M. Bricker 9/25/2023
Project Manager/Coordinator

Terms: Invoices are due and payable from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: Spectra Build

Thank you for your prompt payment.

PROGRESS BILLING

Application: 3

Period: 09/25/2023

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Bond Fees	6,741.60		6,741.60	6,741.60			6,741.60	100.00		337.08
Temporary Construction	2,253.90		2,253.90	500.00			500.00	22.18	1,753.90	25.00
General Materials	1,123.60		1,123.60	350.00			350.00	31.15	773.60	17.50
General Labor/Cleaning	1,411.20		1,411.20	250.00			250.00	17.72	1,161.20	12.50
Temporary Toilets	421.35		421.35	100.00			100.00	23.73	321.35	5.00
Dumpster/Landfill	2,247.20		2,247.20	750.00			750.00	33.37	1,497.20	37.50
Equipment	2,809.00		2,809.00	1,750.00			1,750.00	62.30	1,059.00	87.50
Interior Paint Scrape/Prep	5,265.80		5,265.80		4,739.22		4,739.22	90.00	526.58	236.96
CMU Efflorescence Cleanin	5,265.80		5,265.80		4,739.22		4,739.22	90.00	526.58	236.96
Exterior Signage Removal/R	1,411.20		1,411.20	400.00			400.00	28.34	1,011.20	20.00
Misc Demolition	705.60		705.60	400.00			400.00	56.69	305.60	20.00
CMU Repointing/Patching	2,809.00		2,809.00		2,809.00		2,809.00	100.00		140.45
Steel Angle @ Openings	4,782.00		4,782.00	2,200.00			2,200.00	46.01	2,582.00	110.00
Roofing Package	67,977.80		67,977.80	60,477.80			60,477.80	88.97	7,500.00	3,023.89
Coping-2x blocking	898.88		898.88						898.88	
IMWP Package	122,472.40		122,472.40	117,472.40			117,472.40	95.92	5,000.00	5,873.62
Blower Exhaust Extension	1,685.40		1,685.40	1,685.40			1,685.40	100.00		84.27
Fluid Applied Vapor Barrier	8,893.29		8,893.29	8,893.29			8,893.29	100.00		444.66
Joint Sealant/Caulking	751.30		751.30						751.30	
Painting Package	12,582.48		12,582.48						12,582.48	
HVAC Package	40,449.60		40,449.60						40,449.60	
Electrical Package	6,741.60		6,741.60						6,741.60	
Change Order# 1 elect race		1,992.38	1,992.38						1,992.38	
Change Order# 2 roofing ins		16,497.00	16,497.00	16,497.00						
Change Order# 3 door repla		37,983.00	37,983.00				16,497.00	100.00		
Totals:	299,700.00	56,472.38	356,172.38	218,467.49	12,287.44		230,754.93	64.79	125,417.45	10,712.89

WATER PLANT



CLIENT PROGRESS REPORT

AXIOM PROJECT NO. 220039	DATE 9/27/23
REPORT NO. 01	PAGE 02

PROJECT NAME
RIVERSIDE WASTE WATER TREATMENT RENOVATIONS

AXIOM REPRESENTATIVE (reported by)
Brian Boelk

CURRENT ACTIVITIES and SCOPE of WORK

Bowker has begun placing supports on the double tees and has some of the wall supports installed.

Piping is on site for the sections from the cartridge filters to the RO booster pumps and Bowker will begin installing that shortly.

Contractor is working with Steve (PeopleService) to get him a quote to replace the piping as it enters the building from the wells. This was noted to be done by others, but it sounds like there may have been some difficulty getting that scheduled. Bowker was measuring up that piping this morning (9/27/23) and will get Steve their quote to get that work completed.

Coordination took place with Steve regarding the layout and timing of the sensor relocations for the raw and finished lines. They will check on the delivery schedule for the necessary materials and plan their work accordingly.

CLIENT REPRESENTATIVE (reported to)
Cole Smith, City Administrator & Riverside Council

CURRENT PHASE	NEXT PHASE
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PROVIDED FOR:
10/2/23 Council Meeting

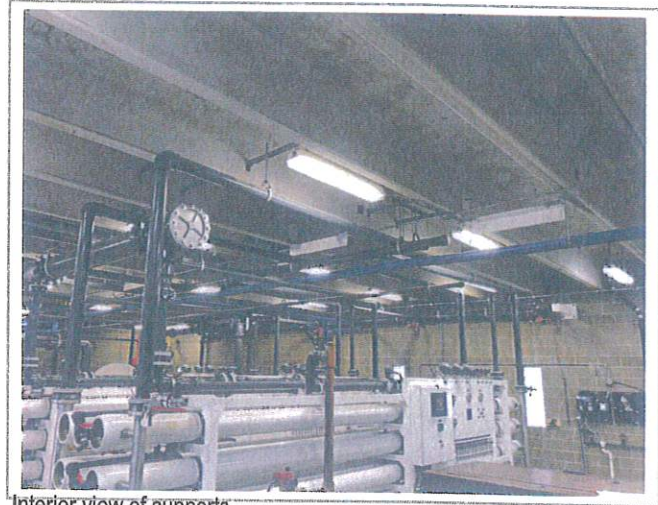
SCHEDULE ITEMS

AXIOMCONSULTANTS
 CLIENT PROGRESS REPORT

AXIOM PROJECT NO. 220039	DATE 9/27/23
CLIENT PROJECT NO. 01	PAGE 02



Interior view of supports getting installed



Interior view of supports



Exterior view of preparation prior to installation inside



Exterior view of material (pipe) delivery on site

PROJECT COORDINATOR or MANAGER SIGNATURE

Bruce Sells

NOTICE: AXIOM personnel have completed this report to the best of their ability in the most accurate fashion possible at the time and with the information available at the time of its writing. This report serves as a snapshot of design-phase progress and is provided to the Client in order to update them on the general overall status of the design team (and possibly subconsultants) in relation to the contracted scope of work. This report should not serve as official scheduling document in so far as it may contradict the originally contracted work or pertain to adjustments in the overall scope of work. The report is intended as an informational document only - to be used by the client in understanding the current workload and path of the design team.

MEMORANDUM

PROJECT: Third Street Reconstruction
DATE: September 27, 2023
TO: City Council
TOPIC: Final Punchlist Report_rev1

In follow up to my previous Memo dated August 29, 2023, the Contractor has addressed and attended to the punchlist items as previously noted. The following is a summary of past and current punchlist items related to the Third Street Reconstruction project in Riverside, Iowa, and based on our recent walk-through on Friday, September 22, 2023.

Items from original punchlist that have since been completed.

1. Remove and replaced cracked sidewalk panels (multiple locations).
2. Remove and replace cracked driveway.
3. Adjust gas service located at 190 W 3rd Street.
4. Adjust storm manhole at 291 E 2nd Street.
5. Remove plastic wrap from all truncated domes (multiple locations).
6. Replace rodent guard at 209 N Washburn Street.
7. Adjust curb stop at 251 E 3rd Street.
8. Flip intake lid at northwest corner of Rose and 2nd Street.
9. Verify sump pump connection under sidewalk at 131 E 3rd Street was repaired.
10. Remove all traffic control.
11. Remove all filter sock where no longer needed.
12. Pick up all debris and clean streets and sidewalks.
13. Weed and feed lawns.
14. Remove and replace cracked sidewalk panel at 21 E 3rd Street.
15. Remove and replace cracked and broken off curb at storm sewer intake near 31 E 3rd Street.
16. Clean storm sewer intake and remove silt saver at 160 E 3rd Street.
17. Check all retaining wall caps and re-adhere all loose blocks.
18. Remove chunks of concrete at 340 E 3rd Street, 50 W 3rd Street, and 270 E 3rd Street.
19. Add topsoil fill, final grade as needed, and spot seed various locations east of Greene Street (Phase 1).
20. Till, add topsoil, final grade, and seed all areas west of Greene Street (Phase 2) unless currently well established.

Following our walk-through, there were some remaining fill and seed areas that remained; however, Steven's quickly responded to and addressed those items that same day and the following Saturday.

Only remaining punchlist item are:

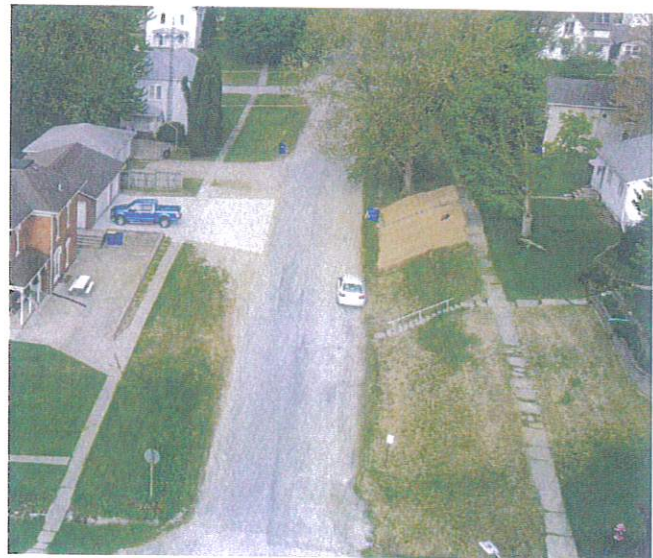
- Grinding of gutterline on 2nd Street parking where new pavement met existing to allow for proper drainage.
- Remove remaining filter sock once stabilization adequate between Glasgow and Washington Street.
- Backfill and seed areas where filter sock removed.

The following are items that have continued to be of discussion and evaluation that are not to be considered punchlist items as it relates to closing and acceptance of the project but rather for potential future improvements based on final direction given by City staff and City Council.

Location: 71 E 3rd Street

Concern: Grading and vegetation, specifically along east side of property (west side of Greene st)

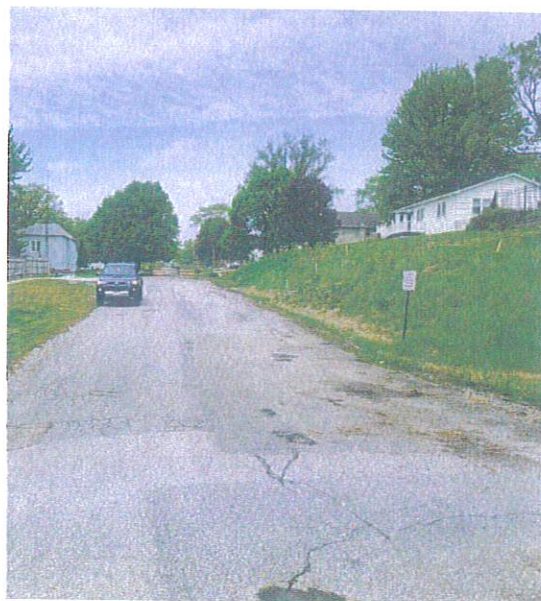
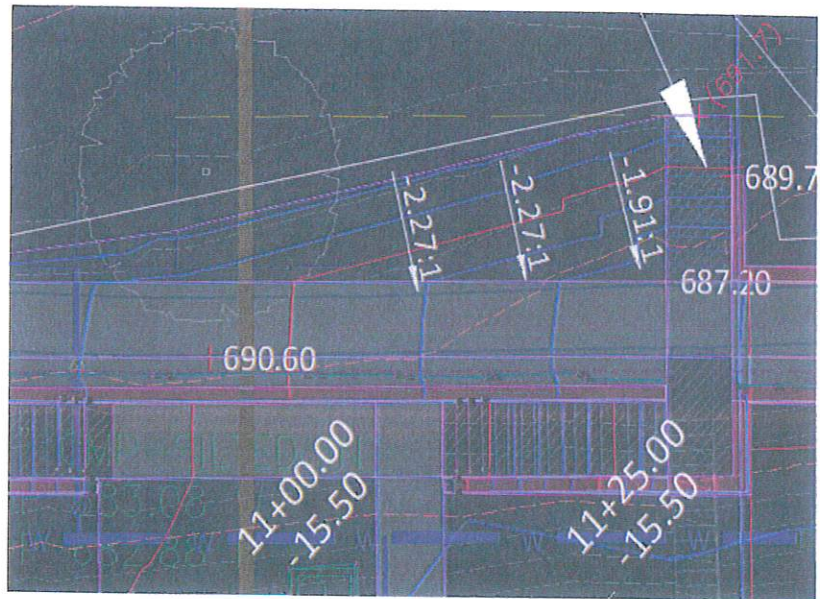
Response: The grade along the south and east side of 71 E 3rd Street was significantly steep prior to this project and in fact has improved upon that existing condition with the proposed and now current grading. The east side of the property previously was not mowed or maintained and consisted of vegetation other than grass. The south side was a very steep slope that was noted to be very difficult, if not near impossible, to mow based on early discussions with the property owner. The east side was seeded with a low mow variation of grass seed with this project per property owner request; however, additional vegetation remains to the north which was outside the project limits and never disturbed.



Location: 71 E 3rd Street

Concern: The need for a retaining wall or additional grading west of stairs at 71 E 3rd Street due to the steepness of slopes.

Response: Due to the existing fence the grading was limited and the finished grade slopes on the west side of the stairs at 71 E 3rd St. ended up being on the steep side and do push the design standards typically followed in terms of mowing and maintenance, which is a 3:1 slope. Options to remedy would be to either consider a small retaining wall on this upper level, grade further back into the property to transition and blend grades so that flatter than a 3:1 slope, or fill and utilize a low mow seed mix. Existing pre-construction slopes were significantly steep and grading easement for proposed design grades were agreed upon and signed prior to start of construction.



Location: 71 E 3rd Street

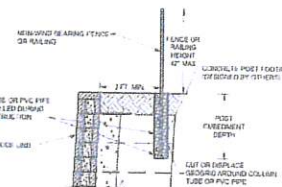
Concern: The need for fence, railing, or landscaping to be installed behind upper tier retaining wall due to steepness of slopes between walls and drop at wall.

Response: It is not required to provide a safety rail or fence above the retaining wall that is adjacent to private property and not adjacent to public sidewalk or walkway. The slope between the existing private retaining wall and proposed retaining wall was set to slopes within design standards, which are based on mowing capability and maintenance. Typically, the default is to not include any type of railing or fence as it detracts from the aesthetics of a property, becomes a maintenance issue for the property owner in terms of mowing around, and creates a long-term maintenance responsibility as it relates to the railing or fence itself. Other options are to provide vegetative screening via selective shrubs and landscaping. If determined to provide safety rail or fence, it should be noted that an Agreement is recommended between the City and property owner regarding future maintenance and responsibility for such barrier.



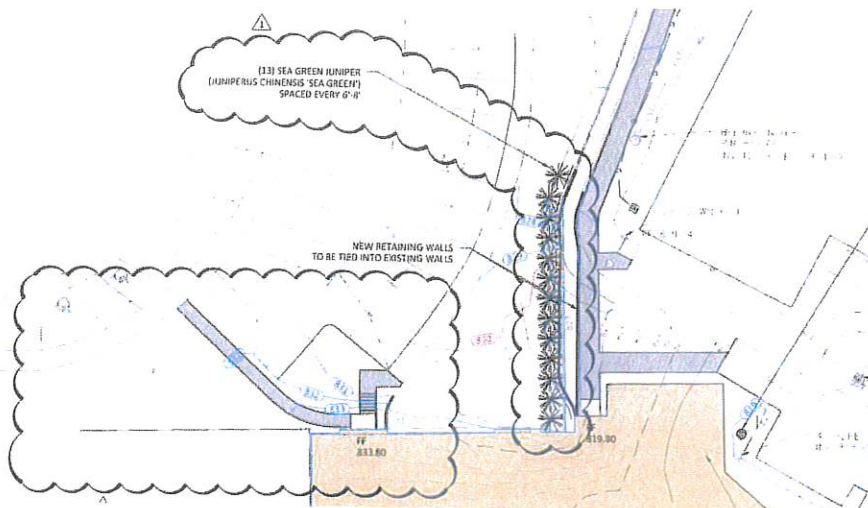
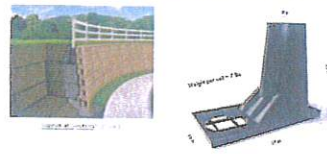
Fence Post Placement

When installing a fence, it is important to place the fence posts in the correct location. This diagram shows the correct placement for a fence post in a retaining wall. The fence post should be placed in the center of the wall, and the wall should be built up around the post. The diagram also shows the correct placement for a fence post in a retaining wall that is built up around the post.



Sleeve-It System

The Sleeve-It System is a new way of installing a fence post in a retaining wall. It is a sleeve that is placed in the wall, and the fence post is placed in the sleeve. The sleeve is made of a material that is resistant to rust and corrosion. The diagram shows the sleeve being installed in a retaining wall.



Location: Northwest corner Greene and 3rd Street

Concern: Gap between the sidewalk/stairs and retaining wall block

Response: After much evaluation, it has been determined the stairs and sidewalks were all paved correctly and per design by Axiom. The issue you now see with the gap between the stairs/sidewalk and wall is a result of the original direction given by City staff and City Council to remove retaining wall block due to sticking up the stairs/sidewalk once originally completed. Thus, retaining wall block was removed and the cap stones replaced, which resulted in a lower wall elevation located further back and creating the gap we now see. In attempts to remedy the gap as cost effectively as possible, numerous options were investigated and researched. From that, it was previously determined to infill those gaps with limestone chip in hopes to make this more aesthetically pleasing. Unfortunately, after a heavy rain event, there were several areas in which the limestone chip washed out and/or away from that gap resulting in voids and displacement of chip on the sidewalk and stairs.

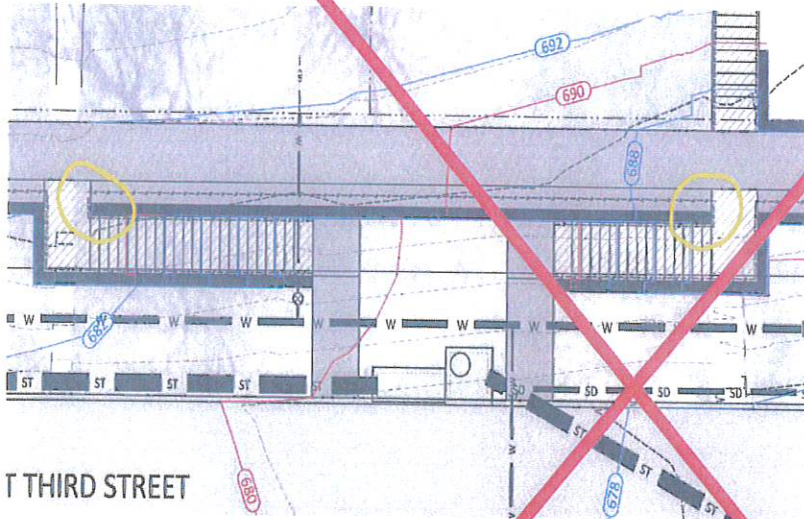


Location: Northwest corner Greene and 3rd Street

Concern: Install safety rail within gap between wall and stairs

Response: The enclosure/connection of the railing was included in the original design and part of the bid documents as shown below in snippet from plan set. During the construction process, the Information To Contractor (ITC) #30 was issued from the contractor stating not to include that section of railing per City staff approval due to the limited resulting width of sidewalk at top of stairs and the minimal concern with not fully closing off the rail. Axiom has met with Big Iron (contractor) and discussed the desire for filling in the two gaps with a small section of safety rail. Big Iron has provided pricing, which results in \$2,450 to install at two (2) locations between stairs handrail and safety rail. They have also provided a price of \$3,850 to install at six (6) locations to include ends of both retaining wall locations as well. This would be considered additional work to be contracted directly with Big Iron so no general contractor mark-up.

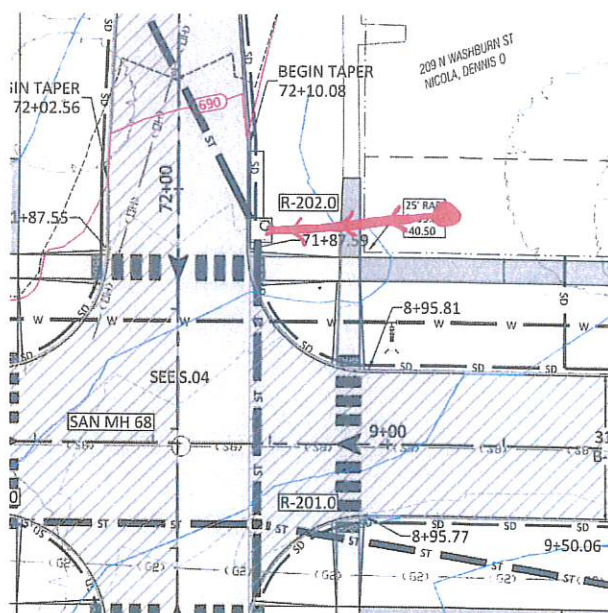
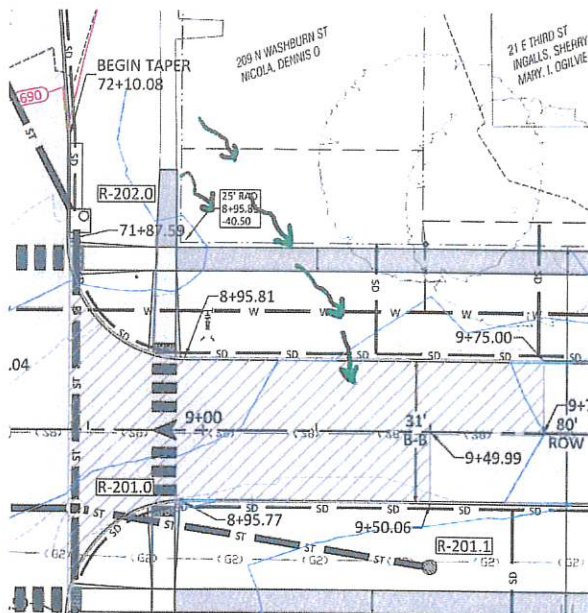
COMPLETED



Location: Northeast corner Washburn and 3rd Street

Concern: Stormwater drainage off sidewalks and out of corner

Response: This grading of sidewalk and corner green space is performing as designed, in which the stormwater flows overland from northwest to southeast across the grade and sidewalk and out to the street. The only other option in this area, due to the change in grades at intersection, was to install a storm sewer area intake within the grade. Axiom was directed not to install such intake but rather grade overland via slopes in final grade. The resulting slope is minimal due to lack of fall in elevation. Green below shows the existing design, with red the proposed area intake and piping to storm sewer.



Location: Northwest corner of Greene Street and 3rd Street

Concern: Expansion joint visible above retaining wall caps

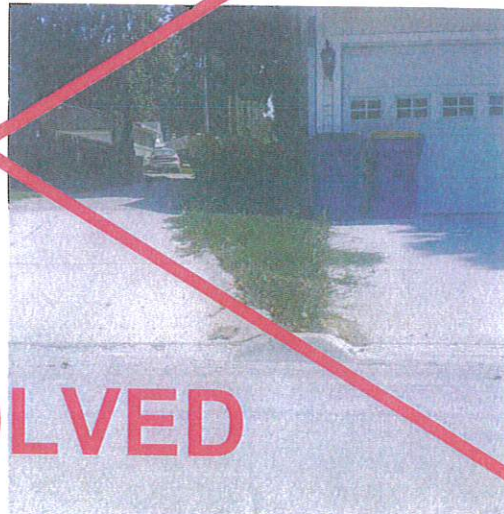
Response: As previously noted, most of these areas are a result of removing block previously per City staff and City Council direction. However, it shall be noted that stairs and sidewalk slopes do not match up directly with the top of retaining wall levels, and as such, elevations and slopes each vary in different ways. Thus, there is not a way to avoid either a higher or lower block in certain areas adjacent to such stairs and sidewalks. It needs to be determined whether you prefer block above or below in some areas, and based on that direction, Axiom will coordinate with contractor to add caps in such areas.



Location: 291 E 2nd Street and 270 E 3rd Street (at alley off Rose Street)

Concern: Thin islands of grass between driveways and alley will be difficult to maintain

Response: This item was discussed during the design phase, with various options other than grass provided including decorative rock, pavers, concrete, or decorative concrete. Axiom was directed by City staff to depict that this be restored as grass, which is what was completed by the contractor in following with the bid documents.



RESOLVED

Location: North side 3rd Street, block between Washburn and Glasgow Street

Concern: There is no sidewalk access between the public sidewalk and 3rd Street, with retaining wall installed between.

Response: Axiom does not advise that any additional work take place between the public sidewalk and 3rd Street. It is not standard policy or recommended practice to provide sidewalk connections between residential properties and the street for several reasons, specifically related to safety and responsibility. Such walks, in the past known as "carriage walks", are no longer installed nor typically allowed, as they lead or direct the general public directly out into the City street and potential oncoming traffic. In addition, they do not provide a proper ADA access point on to the street. As previously noted, Axiom was directed to replace sidewalks in specific locations per City staff and based on existing connections prior to the project. The option now to provide such access in this location are extremely expensive and would be significant in terms of scope of construction as it would involve removal of new retaining wall, railing and sidewalk, and the installation of new stairs, railing, and retaining wall. Another option is to improve the public alley to the rear of these properties, which has also previously been discussed and costs provided.



RESOLUTION #2023-XX

RESOLUTION APPROVING PAY REQUEST #11 FOR STREB
CONSTRUCTION CO., INC FOR 3RD STREET
CONSTRUCTION PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk and it is the opinion of the City Engineering Firm that the City Council accept this pay request #11 in the amount of \$67,210.91 for payment of this project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #11 for work done on the 3rd Street Capital Improvements Project through 9/26/23.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 2nd day of October, 2023.

Signed: _____ Date _____
Allen Schneider, Mayor

Attest: _____ Date _____
Becky LaRoche, City Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 2

TO OWNER:

CITY OF RIVERSIDE
60 GREENE STREET
RIVERSIDE, IOWA 52327

PROJECT:

THIRD STREET
RECONSTRUCTION

APPLICATION NO: 11

APPLICATION DATE:

9/26/2023

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:

STREB CONSTRUCTION CO, INC.
3191 CHARBON ROAD SE
IOWA CITY, IOWA 52246

ENGINEER:

AXIOM CONSULTANTS
60 E COURT ST
IOWA CITY, IOWA 52240

PERIOD TO:

9/26/2023

PROJECT NOS: 21-0144

CONTRACT FOR: STREET RECONSTRUCTION

CONTRACT DATE: 4/5/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR:

By: Jennifer S. Colson

Date: 9/26/2023

State of:

Subscribed and sworn to before me this

County of: day of

Notary Public:

My Commission expires:

1. ORIGINAL CONTRACT SUM	\$	3,300,000.00	✓
2. Net change by Change Orders	\$	149,427.70	✓
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	3,449,427.70	✓
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	3,485,451.78	✓
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	\$	57,989.20	
b. % of Stored Material (Column F on G703)	\$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	2,478.90	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	3,482,977.82	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	3,415,761.91	
8. CURRENT PAYMENT DUE	\$	67,210.91	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	33,515.12	

TO BE RETAINED
LESS BIDD
TENDS 01-05
+ 67-71

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 67,210.91

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

ARCHITECT:

By: Jennifer S. Colson Date: 9/27/23

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$149,427.70	
Total approved this Month		
TOTALS	\$149,427.70	\$0.00
NET CHANGES by Change Order	\$149,427.70	

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 11

APPLICATION DATE: 9/26/2023

PERIOD TO: 9/26/2023

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	CLEARING AND GRUBBING	\$45,000.00	\$45,000.00		\$0.00	\$45,000.00	100.00%		\$2,250.00
2	TOPSOIL, ON-SITE	\$21,460.00	\$15,250.00		\$0.00	\$15,250.00	71.06%	\$6,210.00	\$762.50
3	EXCAVATION, CLASS 10	\$123,500.00	\$109,972.00		\$0.00	\$109,972.00	89.05%	\$13,528.00	\$5,498.60
4	SUBGRADE PREPARATION	\$24,352.50	\$25,536.00		\$0.00	\$25,536.00	104.86%	(\$1,183.50)	\$1,276.80
5	COMPACTION TESTING	\$22,000.00	\$5,060.00		\$0.00	\$5,060.00	23.00%	\$16,940.00	\$253.00
6	BELOW GRADE EXCAVATION (CON)	\$10,000.00	\$37,198.50		\$0.00	\$37,198.50	371.99%	(\$27,198.50)	\$1,859.93
7	MODIFIED SUBBASE	\$117,645.00	\$122,060.77		\$0.00	\$122,060.77	103.75%	(\$4,415.77)	\$6,193.04
8	SANITARY SEWER GRAVITY MAIN	\$12,152.00	\$62,916.00		\$0.00	\$62,916.00	517.74%	(\$50,764.00)	\$3,145.80
9	SANITARY SEWER SERVICE STUB,	\$155,600.00	\$164,240.00		\$0.00	\$164,240.00	105.55%	(\$8,640.00)	\$8,212.00
10	REMOVAL OF SANITARY SEWER, 8"	\$4,138.00	\$4,790.00		\$0.00	\$4,790.00	115.76%	(\$652.00)	\$239.50
11	STORM SEWER, TRENCHED, 15" RC	\$104,160.00	\$104,160.00		\$0.00	\$104,160.00	100.00%		\$5,208.00
12	STORM SEWER, TRENCHED, 18" RC	\$67,636.00	\$67,636.00		\$0.00	\$67,636.00	100.00%		\$3,381.80
13	STORM SEWER, TRENCHED, 24" RC	\$27,880.00	\$27,880.00		\$0.00	\$27,880.00	100.00%		\$1,394.00
14	STORM SEWER, TRENCHED, 36" RC	\$22,755.00	\$31,980.00		\$0.00	\$31,980.00	140.54%	(\$9,225.00)	\$1,599.00
15	STORM SEWER, TRENCHED, ELLIP	\$22,575.00	\$23,650.00		\$0.00	\$23,650.00	104.76%	(\$1,075.00)	\$1,182.50
16	STORM SEWER, TRENCHED, ELLIP	\$58,645.00	\$0.00		\$0.00	\$0.00	0.00%	\$58,645.00	\$0.00
17	REMOVAL OF STORM SEWER, SIZE	\$17,397.00	\$14,769.00		\$0.00	\$14,769.00	84.89%	\$2,628.00	\$738.45
18	STORM SEWER ABANDONMENT, P	\$750.00	\$750.00		\$0.00	\$750.00	100.00%		\$37.50
19	SUBDRAIN, PERFORATED PLASTIC	\$75,359.70	\$75,359.70		\$0.00	\$75,359.70	100.00%		\$3,767.99
20	SUBDRAIN OUTLET, DR-303	\$5,330.00	\$5,460.00		\$0.00	\$5,460.00	102.44%	(\$130.00)	\$273.00
21	STORM SEWER SERVICE, 6" PVC IN	\$13,290.00	\$13,290.00		\$0.00	\$13,290.00	100.00%		\$664.50
22	WATER MAIN, TRENCHED, 6" PVC	\$164,000.00	\$166,950.00		\$0.00	\$166,950.00	101.80%	(\$2,950.00)	\$8,347.50
23	WATER MAIN, TRENCHLESS, 6" PV	\$7,857.00	\$7,857.00		\$0.00	\$7,857.00	100.00%		\$392.85
24	WATER SERVICE PIPE, 1" PVC	\$17,811.00	\$19,413.00		\$0.00	\$19,413.00	108.99%	(\$1,602.00)	\$970.65
25	WATER SERVICE CORPORATION, 1"	\$21,600.00	\$21,600.00		\$0.00	\$21,600.00	100.00%		\$1,080.00
26	WATER SERVICE CURB STOP AND	\$16,200.00	\$16,200.00		\$0.00	\$16,200.00	100.00%		\$810.00
27	WATER MAIN REMOVAL, 4" & 6"	\$3,000.00	\$3,000.00		\$0.00	\$3,000.00	100.00%		\$150.00
28	VALVE, GATE, DIP, 6"	\$25,500.00	\$27,000.00		\$0.00	\$27,000.00	105.88%	(\$1,500.00)	\$1,350.00
29	FIRE HYDRANT ASSEMBLY	\$36,050.00	\$36,050.00		\$0.00	\$36,050.00	100.00%		\$1,802.50
30	FIRE HYDRANT ASSEMBLY REMO	\$2,400.00	\$2,400.00		\$0.00	\$2,400.00	100.00%		\$120.00
31	MANHOLE, SANITARY SEWER, SW	\$8,500.00	\$25,500.00		\$0.00	\$25,500.00	300.00%	(\$17,000.00)	\$1,275.00
32	MANHOLE, SANITARY SEWER, SW	\$25,900.00	\$25,900.00		\$0.00	\$25,900.00	100.00%		\$1,295.00
33	MANHOLE, STORM SEWER, SW-402	\$30,000.00	\$30,000.00		\$0.00	\$30,000.00	100.00%		\$1,500.00
34	INTAKE, SW-509	\$93,600.00	\$93,600.00		\$0.00	\$93,600.00	100.00%		\$4,680.00
35	INTAKE, SW-512, 24"	\$10,500.00	\$10,500.00		\$0.00	\$10,500.00	100.00%		\$525.00
36	INTAKE, SW-541	\$8,700.00	\$8,700.00		\$0.00	\$8,700.00	100.00%		\$435.00

(25)

37	INTAKE, SW-545	\$89,700.00	\$89,700.00						
38	MANHOLE ADJUSTMENT, MINOR	\$200.00	\$200.00		\$0.00	\$89,700.00	100.00%		\$4,485.00
39	MANHOLE ADJUSTMENT, MAJOR	\$3,600.00	\$1,800.00		\$0.00	\$200.00	100.00%		\$10.00
40	CONNECTION TO EXISTING MANH	\$1,100.00	\$1,100.00		\$0.00	\$1,800.00	50.00%	\$1,800.00	\$90.00
41	CONNECTION TO EXISTING INTAK	\$4,400.00	\$4,400.00		\$0.00	\$1,100.00	100.00%		\$55.00
42	REMOVE MANHOLE	\$750.00	\$3,000.00		\$0.00	\$4,400.00	100.00%		\$220.00
43	REMOVE INTAKE	\$4,750.00	\$6,175.00		\$0.00	\$3,000.00	400.00%	(\$2,250.00)	\$150.00
44	REMOVAL OF EXISTING STRUCTU	\$5,000.00	\$2,500.00		\$0.00	\$6,175.00	130.00%	(\$1,425.00)	\$308.75
45	PAVEMENT, 7" PCC	\$683,662.00	\$688,268.47		\$0.00	\$2,500.00	50.00%	\$2,500.00	\$125.00
46	CURB & GUTTER, 24" WIDE, 7" TH	\$8,010.00	\$8,280.00		\$0.00	\$688,268.47	100.67%	(\$4,606.47)	\$34,413.42
47	PCC PAVEMENT SAMPLES & TEST	\$6,500.00	\$6,500.00		\$0.00	\$8,280.00	103.37%	(\$270.00)	\$414.00
48	PAVEMENT, HMA	\$29,491.00	\$36,553.52		\$0.00	\$6,500.00	100.00%		\$325.00
49	REMOVAL OF SIDEWALK	\$26,570.00	\$26,835.00		\$0.00	\$36,553.52	123.95%	(\$7,062.52)	\$1,827.68
50	SIDEWALK, 4" PCC	\$178,360.00	\$173,473.56		\$0.00	\$26,835.00	101.00%	(\$265.00)	\$1,341.75
51	SIDEWALK, 6" PCC	\$34,200.00	\$35,705.37		\$0.00	\$173,473.56	97.26%	\$4,886.44	\$8,673.68
52	DETECTABLE WARNINGS	\$20,700.00	\$20,700.00		\$0.00	\$35,705.37	104.40%	(\$1,505.37)	\$1,785.27
53	DRIVEWAY, 6" PCC	\$85,614.00	\$72,854.55		\$0.00	\$20,700.00	100.00%		\$1,035.00
54	DRIVEWAY, GRANULAR	\$1,575.00	\$0.00		\$0.00	\$72,854.55	85.10%	\$12,759.45	\$3,642.73
55	REMOVAL OF PAVED DRIVEWAY	\$5,967.00	\$6,026.94		\$0.00	\$0.00	0.00%	\$1,575.00	\$0.00
56	PAVEMENT REMOVAL	\$106,128.75	\$108,053.75		\$0.00	\$6,026.94	101.00%	(\$59.94)	\$301.35
57	SIGN INSTALLATION	\$4,650.00	\$2,325.00		\$0.00	\$108,053.75	101.81%	(\$1,925.00)	\$5,402.69
58	TRAFFIC SIGN REMOVAL	\$4,650.00	\$4,650.00		\$0.00	\$2,325.00	50.00%	\$2,325.00	\$116.25
59	PAINTED PAVEMENT MARKINGS,	\$8,960.00	\$0.00		\$0.00	\$4,650.00	100.00%		\$232.50
60	TEMPORARY TRAFFIC CONTROL	\$15,000.00	\$11,250.00		\$0.00	\$0.00	0.00%	\$8,960.00	\$0.00
61	HYDRAULIC SEEDING, SEEDING, F	\$21,450.00	\$11,050.00	\$9,945.00	\$0.00	\$11,250.00	75.00%	\$3,750.00	\$562.50
62	TEMPORARY SEEDING, FERTILIZI	\$4,290.00	\$1,469.00	\$275.00	\$0.00	\$20,995.00	97.88%	\$455.00	\$1,049.75
63	ROLLED EROSION CONTROL PROD	\$6,732.00	\$6,732.00		\$0.00	\$1,744.00	40.65%	\$2,546.00	\$87.20
64	FILTER SOCK, 9"	\$11,574.50	\$14,171.50	\$2,096.50	\$0.00	\$6,732.00	100.00%		\$336.60
65	FILTER SOCKS, REMOVAL	\$992.10	\$585.15		\$0.00	\$16,268.00	140.55%	(\$4,693.50)	\$813.40
66	RIP RAP, CLASS D	\$4,216.00	\$0.00		\$0.00	\$585.15	58.98%	\$406.95	\$29.26
67	SILT FENCE OR SILT FENCE DITCH	\$639.60	\$0.00		\$0.00	\$0.00	0.00%	\$4,216.00	\$0.00
68	SILT FENCE OR SILT FENCE DITCH	\$31.98	\$0.00		\$0.00	\$0.00	0.00%	\$639.60	\$0.00
69	SILT FENCE OR SILT FENCE DITCH	\$31.98	\$0.00		\$0.00	\$0.00	0.00%	\$31.98	\$0.00
70	INLET PROTECTION DEVICE	\$3,780.00	\$3,255.00		\$0.00	\$0.00	0.00%	\$31.98	\$0.00
71	INLET PROTECTION DEVICE, MAIN	\$180.00	\$0.00		\$0.00	\$3,255.00	86.11%	\$525.00	\$162.75
72	SEGMENTAL BLOCK RETAINING W	\$105,860.00	\$115,656.00		\$0.00	\$0.00	0.00%	\$180.00	\$0.00
73	CONCRETE STEPS, PER PLAN	\$39,872.00	\$53,178.72		\$0.00	\$115,656.00	109.25%	(\$9,796.00)	\$5,782.80
74	HANDRAIL, STEEL	\$16,320.00	\$16,549.50		\$0.00	\$53,178.72	133.37%	(\$13,306.72)	\$2,658.94
75	SAFETY RAIL	\$48,575.00	\$59,493.50		\$0.00	\$16,549.50	101.41%	(\$229.50)	\$827.48
76	MOBILIZATION	\$265,000.00	\$265,000.00		\$0.00	\$59,493.50	122.48%	(\$10,918.50)	\$2,974.68
77	MAINTENANCE OF SOLID WASTE	\$10,500.00	\$10,500.00		\$0.00	\$265,000.00	100.00%		\$13,250.00
78	CONCRETE WASHOUT	\$7,173.89	\$7,173.90		\$0.00	\$10,500.00	100.00%		\$525.00
CO1	CO1: HWY 22 CROSSWALK MARKI	\$1,328.53	\$664.27		\$0.00	\$7,173.90	100.00%	(\$0.01)	\$358.70
CO3	CO3: HWY 22 LANE CLOSURE	\$15,235.00	\$15,235.00		\$0.00	\$664.27	50.00%	\$664.26	\$33.21
CO4R	CO4R: EXT SANITARY ROSE TO AL	\$49,674.73	\$49,673.17		\$0.00	\$15,235.00	100.00%		\$761.75
CO5	CO5: WATER MAIN CHANGES	\$486.59	\$486.59		\$0.00	\$49,673.17	100.00%	\$1.56	\$2,483.66
CO6	CO6: STORM SEWER CHANGES	\$15,780.93	\$15,780.93		\$0.00	\$486.59	100.00%		\$24.33
CO7	CO7: REPLACE SANITARY BTWN M	\$32,500.00	\$32,500.00		\$0.00	\$15,780.93	100.00%		\$789.05
CO8	CO8: 1" WATER SERVICE TO 321 &	\$1,210.00	\$1,210.00		\$0.00	\$32,500.00	100.00%		\$1,625.00
					\$0.00	\$1,210.00	100.00%		\$60.50

CO9	CO9: RETAINING WALL CONFLICT	\$2,772.00	\$2,772.00		\$0.00	\$2,772.00	100.00%		\$138.60
CO10	CO10: 1" WATER SERVICE TO 321,3	\$2,002.00	\$2,002.00		\$0.00	\$2,002.00	100.00%		\$100.10
CO11	CO11: EXTEND WALL	\$9,128.94	\$9,128.94		\$0.00	\$9,128.94	100.00%		\$456.45
CO12	CO12: REPLACEMENT POSTS	\$4,840.00	\$2,420.00		\$0.00	\$2,420.00	50.00%	\$2,420.00	\$121.00
CO14	CO14: CARTER CHANGES	\$8,188.48	\$8,188.48		\$0.00	\$8,188.48	100.00%		\$409.42
CO15	CO15: EMERGENCY EROSION CTL	\$500.00	\$500.00		\$0.00	\$500.00	100.00%		\$25.00
CO16	CO16: CARTER ADDITIONAL CHAN	\$5,780.50	\$5,780.50		\$0.00	\$5,780.50	100.00%		\$289.03
	GRAND TOTALS	\$3,449,427.70	\$3,473,135.28	\$12,316.50	\$0.00	\$3,485,451.78	101.04%	(\$36,024.08)	(\$0.00)

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

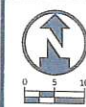


(29)



Sep 26, 2023 - 8:13am V:\00\00\11\1009\02 Design\w Survey\concept\1\10099 Concept_M&E.dwg

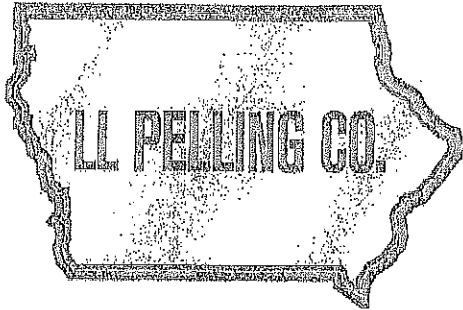
AXIOM
CONSULTANTS
WWW.AXIOM-CON.COM | (330) 519-6200



REV	DATE	DESCRIPTION OF CHANGES

PROJECT NAME: EAST STREET IMPROVEMENTS
CITY: CITY OF RIVERSIDE

PROJECT NO: 21-0049
DESIGN PROFESSIONAL: BOELK



1425 West Penn Street
 P.O. Box 230
 North Liberty, IA 52317-0230
 Ph: 319-626-4600
 F: 319-626-4605
 www.llpelling.com

Project: City of Riverside Seal Coat repair
 Bid Date: September 14, 2023
 LOCATION: Riverside Ia E. Court St
 Contact: Brian Boelk

The L.L. Pelling Co is please to Quote the above mentioned project and following Items of work.

Item No.	Description	Units	Unit Price	Extended Total
10	Asphalt Removal approx 89 sy	1.000 ls	1300.00	\$1,300.00
20	New Rock Subbase	45.000 ton	45.00	\$2,025.00
30	Double Chip Seal Coat Repair	89.000 sy	16.00	\$1,424.00
40	Mobilization	1.000 Lump Sum	950.00	\$950.00
50		0.000	0.00	\$0.00

Total \$5,699.00

NOTES:

Price for finish grading, compacting and double chip seal coat
 Excludes earth fill material

Brett Finnegan

L.L. Pelling Co.

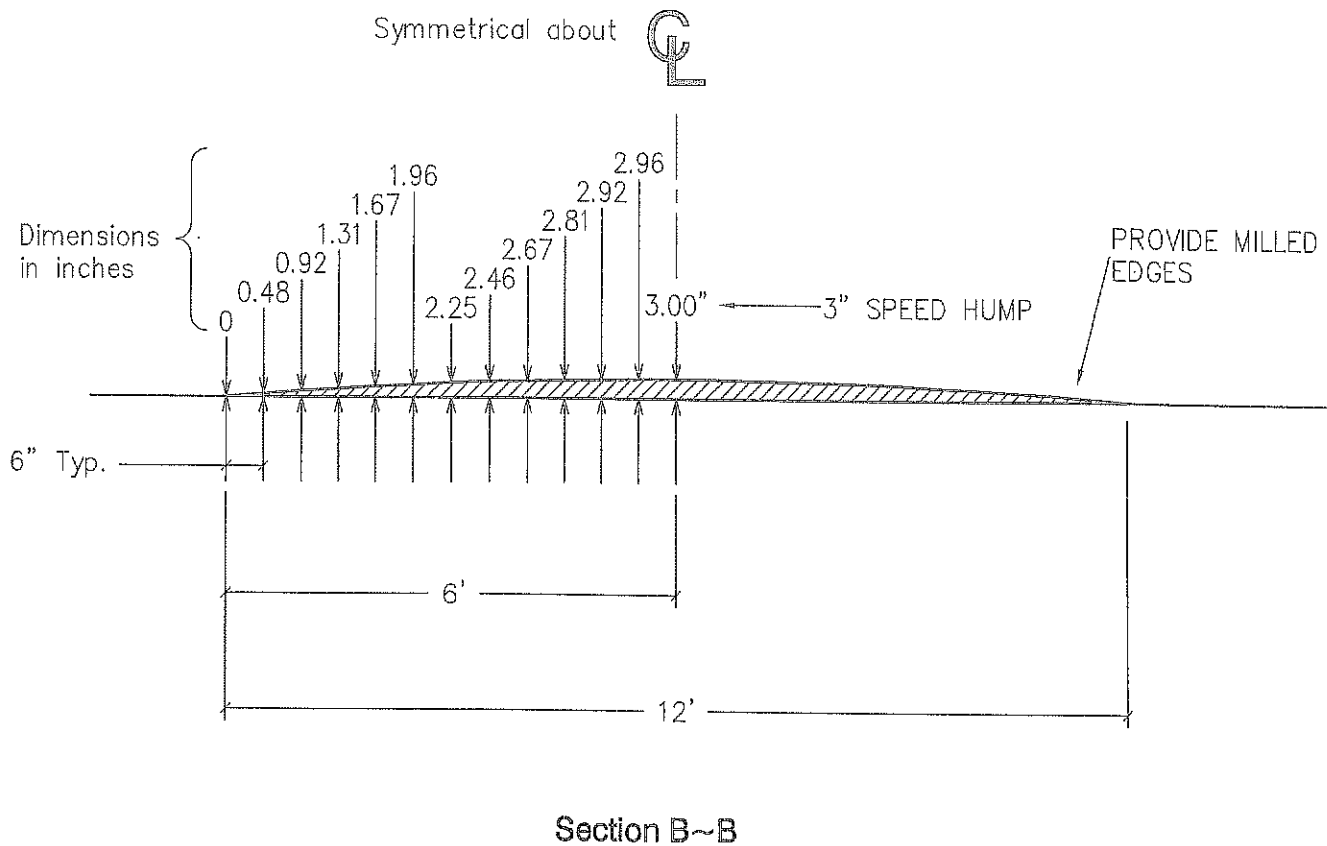
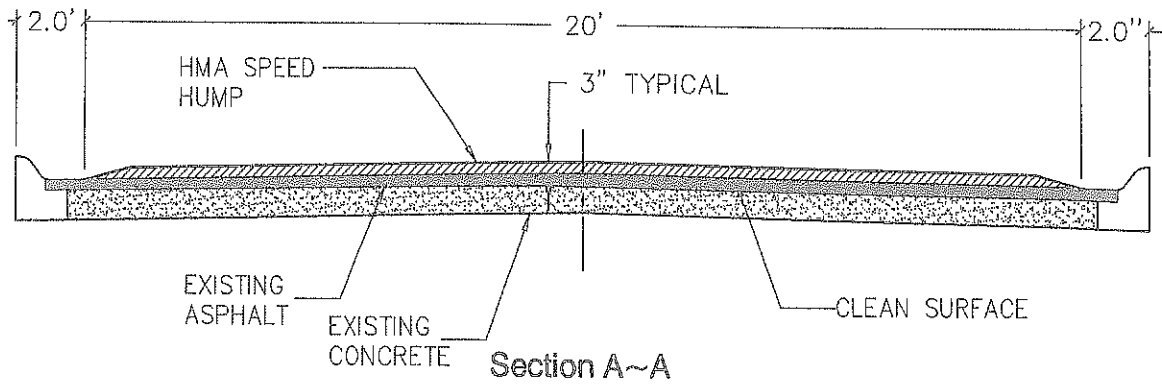
210049 - East Street

Opinion of Costs

Bid Item	Description	Quantity	Unit	Unit Price	Extended Total
1	Asphalt Removal	1	LS	\$ 1,300.00	\$ 1,300.00
2	Rock - Subbase	57	TON	\$ 45.00	\$ 2,565.00
3	Rock - Driveway	15	TON	\$ 45.00	\$ 675.00
4	Double Chip Seal Coat Repair	169	SY	\$ 16.00	\$ 2,704.00
5	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
SubTotal					\$ 8,744.00
5% Contingency					\$ 437.20
Total					\$ 9,181.20

Notes:

1. Price to finish grading, compacting, and double chip seal coat.
2. Excludes earth fill material and placment. To be completed by City.
3. All signage to be provided and installed by City.



RESOLUTION #2023-XX

RESOLUTION TO AWARD THE CITY HALL
ADA RAMP PROJECT CONTRACT

Whereas, the City of Riverside City Council hereby awards the ADA Ramp Project at City Hall to All American Concrete, Inc. of West Liberty, Iowa

Bid Base amount of \$28,114.00

Alternate #1 (color/stamp concrete) \$6908.00

Total Project \$ 35,022.00

Therefore, be it resolved the City of Riverside City Council does hereby approve the award for contracted services. A bid letting was held on September 13th, 2023 at 2:00 pm at Riverside City Hall where the sealed bids received were opened and a Bid tabulation sheet was prepared by Cole Smith, City Administrator.

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

Roll Call: Sexton, Schneider, McGuire, Kiene, Mills

Ayes:

Nays:

Abstain/Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 2nd day of October, 2023.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

PROPOSAL ATTACHMENT: PART E

PART E – BID ITEMS, QUANTITIES, AND PRICES

This is a Unit Bid Price Contract. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part E – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

Anticipated Start Date: Fall 2023

Anticipated Completion Date: Up to 4 weeks from start of construction, plus 2 weeks for handrail fabrication.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1.	GRADING AND PREP	LS	1.00	\$ 4,500 - \$	4,500 -
2.	REMOVAL OF PAVEMENT	SY	24.00	\$ 61 - \$	1,464 -
3.	REMOVE AND SALVAGE EXISTING RETAINING WALL	LS	1.00	\$ 4,000 - \$	4,000 -
4.	SIDEWALK, PCC, 4 IN	SY	11.00	\$ 98 - \$	1,078 -
5.	VIEWING PAD, PCC, 4 IN	SY	44.00	\$ 93 - \$	4,092 -
6.	ADA RAMP, PCC	SF	60.00	\$ 23 - \$	1,380 -
7.	HANDRAIL	LF	28.00	\$ 200 - \$	5,600 -
8.	MOBILIZATION	LS	1.00	6,000 -	6,000 -
TOTAL BASE BID CONSTRUCTION COST				\$ 28,114.00	

NOTES:

1. The base bid will include the full scope of work with the intent and purpose to award and construct the full project.

END OF SECTION

SECTION 00 4243 - SUDAS PROPOSAL

PROPOSAL

PROPOSAL PART A – SCOPE

The City of Riverside, hereinafter called the "Jurisdiction," has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City of Riverside, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION: CAPTAIN KIRK ADA RAMP

Summary Project Description: City of Riverside's Captain Kirk ADA Ramp project includes the removal of existing pavement, removal and relocation of limestone block wall, construction of PCC sidewalk, PCC pad and PCC ramp with railing, and final clean-up and restoration as noted on the plans.

PROPOSAL PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

Addendum Number: 1 Addendum Number:
Addendum Number: Addendum Number:

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL PART C – SPECIFICATIONS

The Bidder hereby acknowledges and certifies awareness that ALL applicable SUDAS specifications shall apply to this project. If there are questions, bidders shall clarify during the bidding process.

PROPOSAL PART D – QUALITY ASSURANCE (TESTING)

The Bidder hereby acknowledges the Contractor shall be responsible for contracting and scheduling all material testing as noted and required in SUDAS specifications. Engineer shall manage, review and provide oversight on such testing and results.

PROPOSAL PART E – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for

comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

PROPOSAL PART F – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on the Base Bid project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to be Complete the project November 17, 2023.

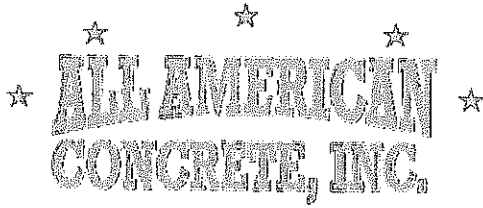
PROPOSAL PART G – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL PART H – ADDITIONAL REQUIREMENTS

Additional requirements are not applicable for this proposal.



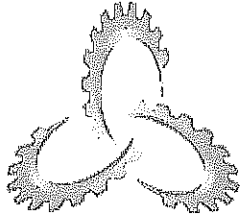
1489 Highway 6
 West Liberty, IA 52776
 Phone 319.627.2226
 Fax 319.627.2227
 office@aaconcreteinc.com

Riverside Captain Kirk ADA Ramp

No.	Description	Quantity	Unit	\$ Each	\$ Total
1	Add option: Stamped & colored concrete	44	SY	\$ 157.00	\$ 6,908.00
Total					\$ 6,908.00

Notes

Price is in addition to item 5 on the bid previously provided by AACI for the above mentioned project
 All work per the plans and specifications prepared by Axiom Consultants



GINGERICH
WELL & PUMP SERVICE, LLC

YOUR WELL-BEING OUR BUSINESS

1331 Highway 1
 Kalona, IA 52247
 (319) 656-2664
 Fax (319) 656-2676
 (800) 356-2664

September 11, 2023

City of Riverside
 60 Greene St N
 PO Box 188
 Riverside, IA 52327

Site Information:
 Railroad Park | Phone: 319-648-3501
 271 1st St E | Estimate #: 36587
 Riverside, IA 52327 | skramer@peopleservice.com

Re: Estimate to plug old well

Gingerich Well and Pump Proposes:

	<u>Depth/Oty</u>	<u>Rate</u>	<u>Total</u>
Labor & Material to Plug Old Well to Include:	1	\$3,750.00	\$3,750.00
Labor & Equipment to Pull Pump	1		
Labor & Equipment to Install & Remove Tremie Pipe	1		
Labor, Equipment & Material (Bentonite Slurry) to Fill Well	1		
Labor and Excavating to Remove Casing 4' Below Grade	1		
Total Estimated Cost			\$3,750.00

NOTE:

*Site returned to rough grade. No seeding or sodding.

**All measurements/quantities are estimated and shown for budgeting purposes.

**Exact measurements/quantities will be used in billing.

Sales Tax will be added at the time of billing to all applicable items.

Prices are valid for 10 days; balance due 10 days from invoice date. All past due accounts are subject to a late payment fee of 1.5% per month. Customer will be responsible for any costs and expenses, including attorney fees, incurred in connection with the compliance of this contract.

Fuel surcharges may apply. All items subject to availability.

There will be an additional charge for plugging any old/existing wells that are not in use.

I agree to the pricing & terms of this estimate.

Signature & title: _____

Printed name: _____ Date: _____

Northway Well and Pump Co.
4895 8th Avenue
Marion, Iowa 52302

September 21, 2023

People's Service Inc.
PO Box 188
Riverside, Iowa 52327

Attn: Mr. Steve Kramer, Water/Wastewater Superintendent

Re: Well #6 Abandonment Cost

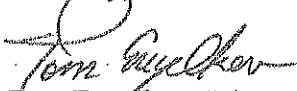
Dear Steve,

The following is Northway Well and Pump Company's associated cost to abandon Well #6 per the code outlined by the Iowa Department of Natural Resources Water Supply Section and file necessary forms.

The cost to abandon Well #6 and cut off existing pitless when the water main is excavated would be \$6,865.00. The price includes removing the existing pumping equipment, abandon well with washed and graded pea gravel, bentonite and cement grout.

Steve, if you have any questions, please let me know.

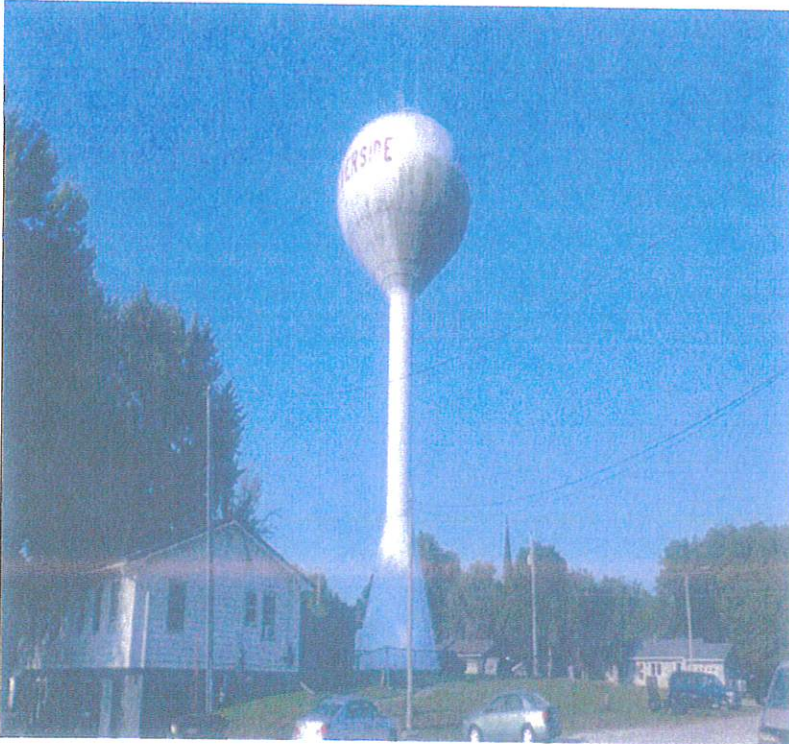
Sincerely,



Tom Engelken, Sales Representative

City of Riverside

CONDITION ASSESSMENT REPORT



Tank Name:
Riverside Tank

Location:
Vine And Elm

Tank Size and Style:
250,000 Pedisphere

Project Number:
116757

Inspection Date:
August 30, 2023

Inspected By:
Walter Holloway

City of Riverside Contact Information:

Administrative:
Christine Yancey

Address:
PO Box 188
Riverside, IA 52327

Phone/Email:
319-648-3501
admin@cityofriversideiowa.com

Job:
Steve Kramer

Utility Service Co., Inc.

Address
535 Courtney Hodges Blvd
PO Box 1350
Perry, GA 31069

Email and Website
Website: www.usgwater.com
Email: customerservice@usgwater.com

Customer Service Information
Carolyn Griner
800-942-0722

Summary

A visual inspection was performed on the exterior condition. The interior coating was not inspected but will be at the next scheduled washout when the interior will be cleaned, inspected and disinfected.

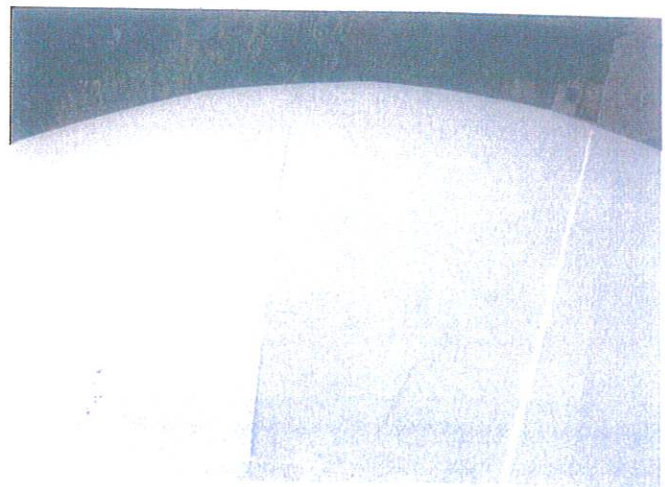
The tank will be scheduled for a Washout Inspection in 2024.

Coating Type & Conditions

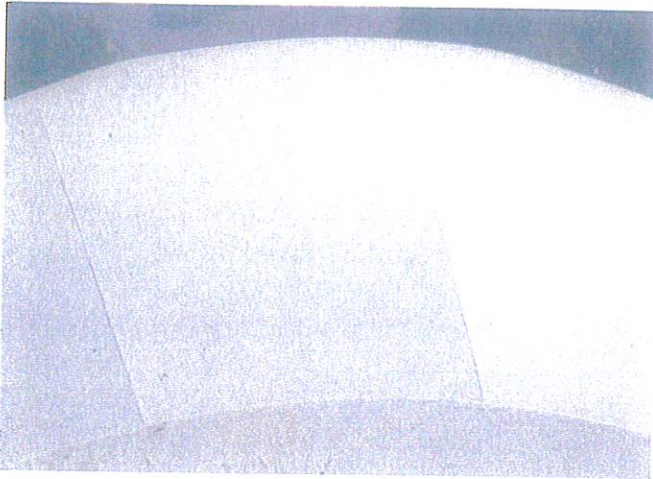
- **Interior Coating Condition:** The interior coatings were not inspected but will be at the next interior inspection, cleaning and disinfection.
- **Exterior Coating Condition:** No deficiencies noted in the exterior coating.
- **Logo Condition:** No deficiencies noted.
- **Dry Interior Condition:** No deficiencies noted in the dry interior coating.



Exterior Roof Coating



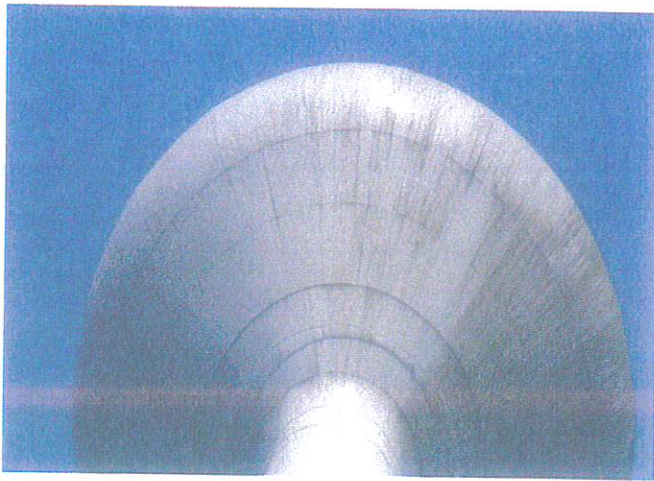
Exterior Roof Coating



Exterior Roof Coating



Exterior Roof Coating



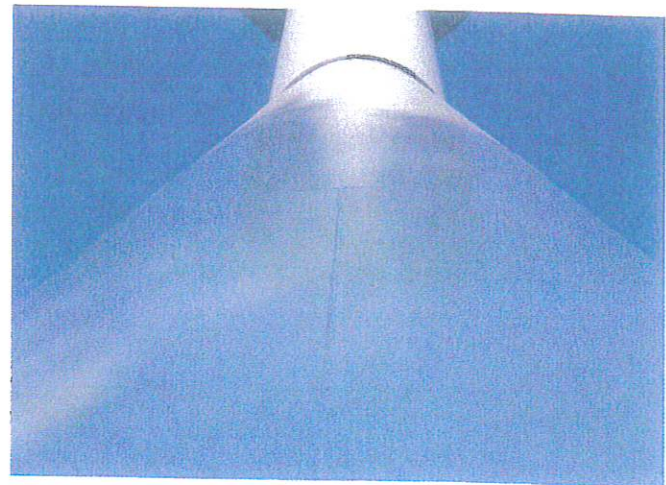
Exterior Under Belly Coating



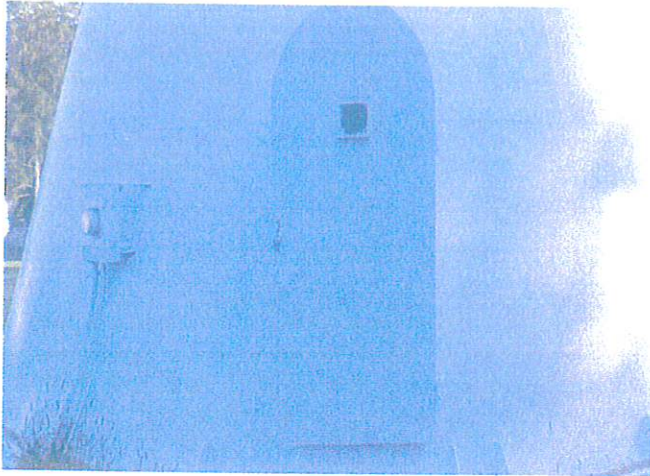
Exterior Under Belly and Pedestal Coating



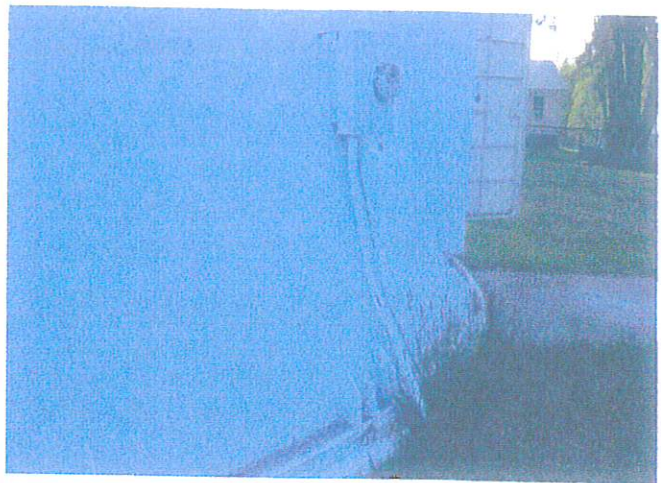
Exterior Under Belly and Pedestal Coating



Exterior Pedestal to Funnel Coating



Exterior Funnel Base Coating



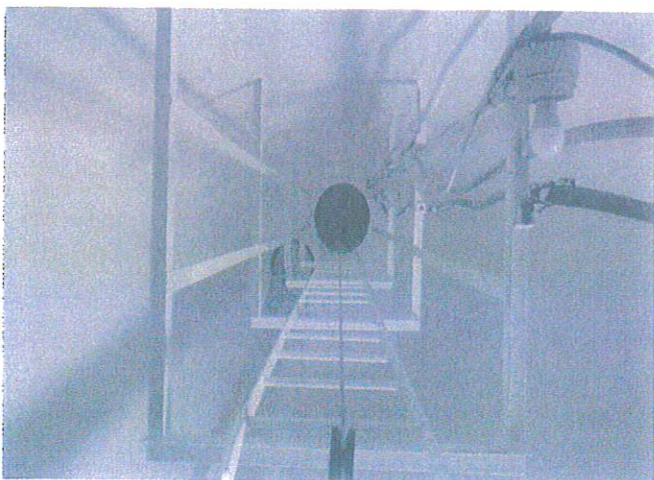
Exterior Funnel Base Coating



Exterior Funnel Base Coating



Dry Interior Coating



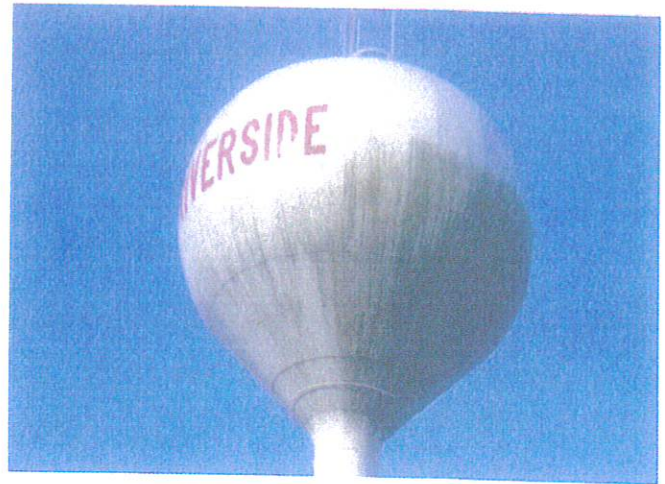
Dry Interior Coating



Dry Interior Coating



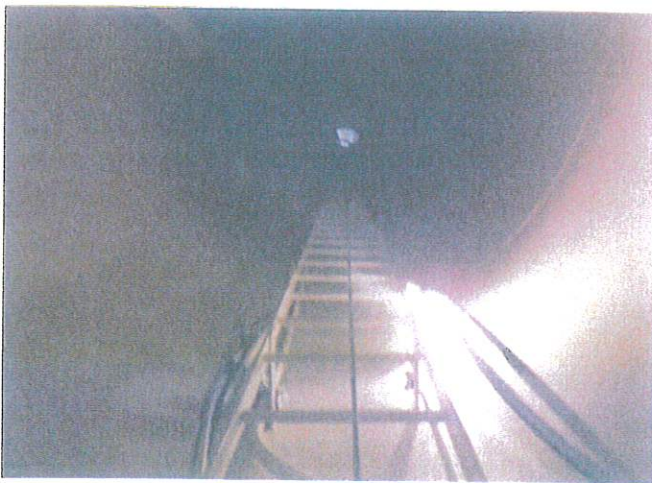
Dry Interior Coating



Exterior Sidewall and Bowl Coating with Logo

Safety

- **Safety Climbing Devices:** Ladders are equipped with secured safety climb devices.
- **Access Hatch:** No deficiencies noted.



Ladder with Safety Climb Device

Sanitary

- **Vent Screen:** No deficiencies noted with vent screen.
- **Overflow Pipe Screen Flapper:** Overflow pipe is equipped with screen. No deficiencies noted with screen.
- **Evidence of Foreign Matter:** The interior was not inspected at this time.
- **Sediments:** The interior was not inspected at this time.



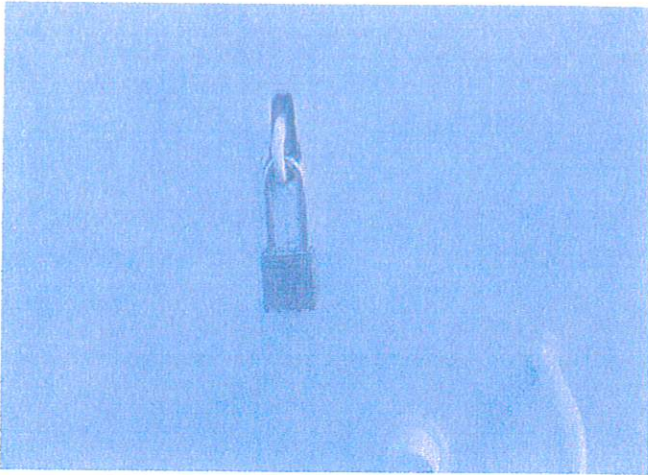
Roof Vent Screen



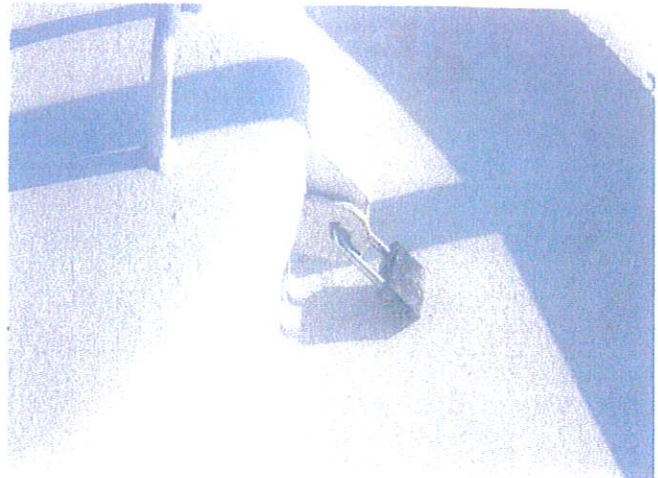
Overflow Screen

Security

- **Fence Around Site:** Tank is located inside a fenced-in area that is secure.
- **Ladder Gate/Access Door:** Tank has a door access to the interior dry ladder and the door was locked.
- **Access Hatch Locked:** Access hatch is locked and secured.
- **Evidence of Vandalism:** No evidence of vandalism was found.



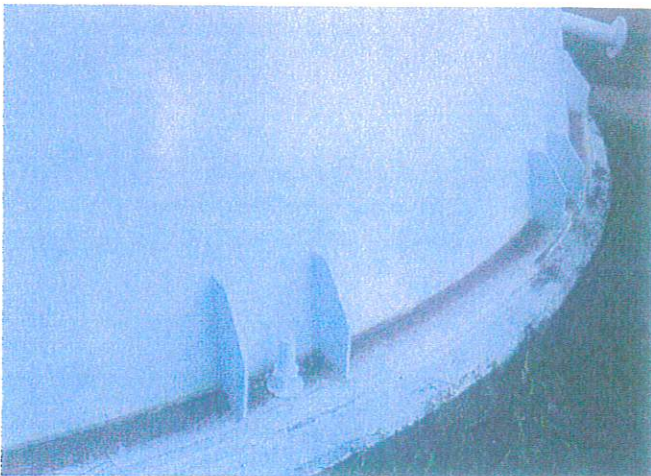
Locked Tank Access Door



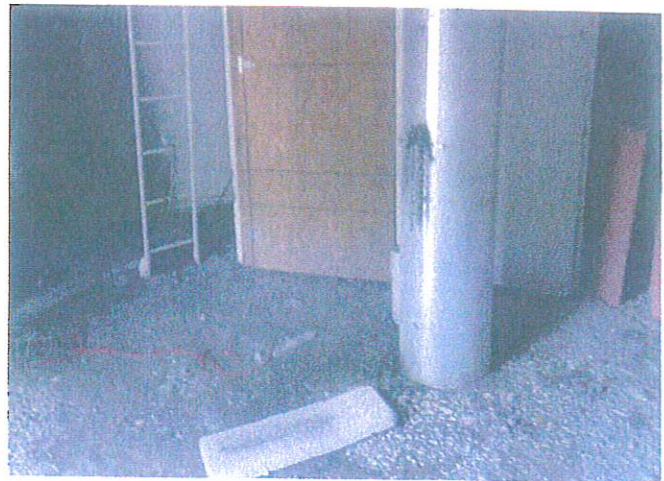
Locked Roof Access Hatch

Structural

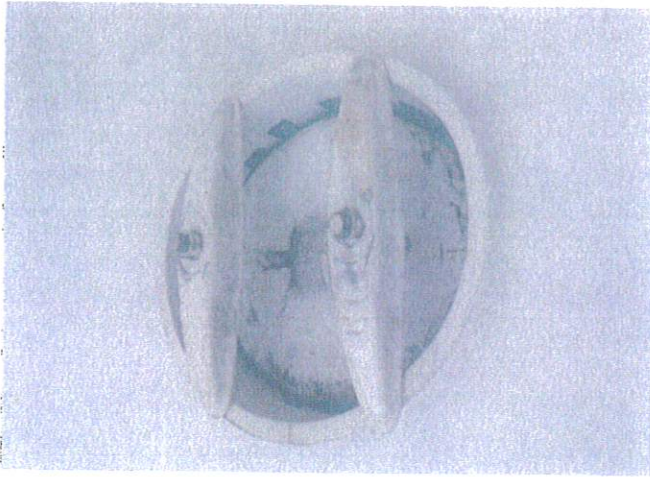
- **Foundation:** Foundation appears in good condition. No deficiencies noted.
- **Access Ladders:** No deficiencies noted for dry-side access ladder.
- **Anchor Bolts:** Anchor bolts are protected and show no rust or corrosion.
- **Watertight Conditions:** There are no visible leaks at the time of the inspection.
- **Interior Ladders:** The interior was not inspected at this time.
- **Roof:** The interior was not inspected at this time.
- **Vents:** No deficiencies noted with vent.
- **Overflow Pipe:** No deficiencies noted. Overflow pipe extends to ground level.
- **Welds:** No deficiencies noted with weld seams.



Foundation Structure



Dry Interior Funnel Base Structure



Wet Interior Boiler Manway



Roof Vent Structure



Overflow Pipe Termination



Tank ID Plate

Steel Tanks

The determinations and recommendations made within this report with respect to the condition of the steel structure, integrity, or other surface defects are based upon visual observations made during the inspection. Extensive testing or investigation of the steel to determine the extent of the metal loss or capacity of the structure was not completed.



Trek
"Where the ~~Best~~ Begins"

DRAFT

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Benefits

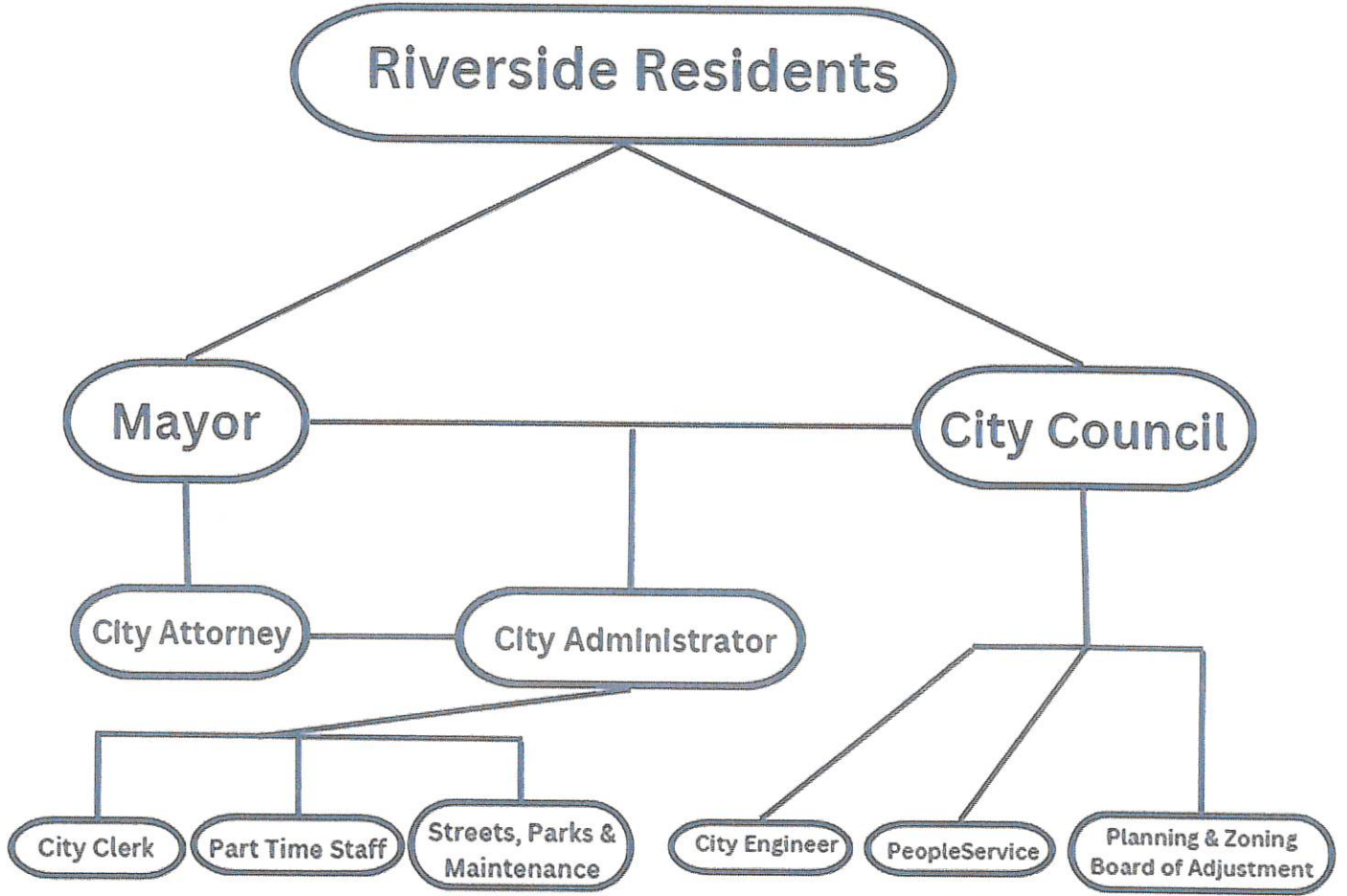
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ORGANIZATIONAL CHART



Welcome to the City of Riverside Team!

We hope you will find a great deal of challenge and personal satisfaction in your employment with the City of Riverside. You have an important role in accomplishing the goals of the City. The City has a proud tradition built on the excellence of its employees and their work. We challenge you to help maintain and improve our tradition.

As a City employee, it is very important that you always present the best possible image to the public. Remember to act promptly, be courteous, and treat people, our customers, respectfully. Your actions will make a lasting impression. Be sure it is a positive one.

Employment – At – Will

This handbook is presented as a matter of information only; it is not intended to form a contract between the City of Riverside and the employee. Riverside reserves the right, with council approval, to change or eliminate any or all the policies, procedures, work rules, or benefits herein at any time. Employees will receive notice of any changes.

The policies and procedures outlined in this handbook are applicable to all employees of the City of Riverside.

Whenever the provision of this handbook conflicts with the Code of Iowa or Riverside Municipal Code, the provision of the Code of Iowa will prevail.

Just as an employee retains the right to terminate their employment at any time for any reason, Riverside retains a similar right. No policy or practice of the City should be construed to change this relationship. Only the City Council has the right to modify or change this practice, and such action must be in writing.

This handbook replaces all employee handbooks and amendments issued prior to the date of this handbook upon Council approval by resolution. Documents issued prior to this date should be discarded.

The policies contained in this Handbook may not address every situation or answer every question concerning employment. If an employee is unable to find an answer to their question in the handbook, contact the City Administrator for assistance.

Equal Employment Opportunity

The City of Riverside is strongly committed to equal employment and opportunity (EEO) and to the benefits that come from a diverse workforce.

It is the objective of the City of Riverside to encourage employment and advancement of all individuals in a way that will utilize their talents to the maximum and develop their skills most effectively in a work and community environment that is free from discrimination.

Riverside has a policy to provide equal opportunity for all where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, sexual orientation, gender identity, disability, or any other protected characteristic as established by law.

This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, promotion, termination, and all other terms and conditions of employment.

Harassment

It is the policy of the City of Riverside that no employee be harassed by another employee, customer, or supervisor, based on race, color, religion, sex, age, national origin, sexual orientation, gender identity, disability, or any other protected characteristic as established by law.

Harassment, whether verbal or physical, will not be tolerated. All members of management have the explicit responsibility and duty to take corrective action to prevent harassment of our employees.

If an employee believes that he or she has been subjected to harassment, that employee should bring the matter directly to the immediate attention of the City Administrator. If the person the employee believes is involved in the harassment is the City Administrator, the concern can be taken to the mayor or a member of the City Council. All complaints will be investigated, and appropriate disciplinary action taken, up to and including termination. There will be no retaliation against anyone who submits a good-faith harassment complaint or participates in an investigation relating to such a complaint.

Sexual Harassment

It is the policy of the City of Riverside that no employee be harassed by another employee or supervisor based on sex.

The policy prohibits any demand for sexual favors that is accompanied by a promise of favorable job treatment or a threat concerning the employee's employment. Also prohibited are subtle pressures for sexual favors, including implying that an applicant's or employee's cooperation of a sexual nature, or refusal thereof, will have any effect on the person's employment, job assignment, wages, promotion, or any other condition of employment.

In addition, any behavior of a sexual nature not welcomed by the employee or found to be personally offensive is expressly forbidden. This includes but is not limited to:

- a. Sexual flirtations, advances, or propositions.
- b. Verbal abuse of a sexual nature, sexually related comments, and joking, graphic, or degrading comments about the employee's appearance or the display of sexually suggestive objects or pictures.
- c. Any uninvited physical contact or touching, such as patting, pinching, or other contact.

- d. Conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment, whether verbal or physical, will not be tolerated. All members of management have the explicit responsibility and duty to take corrective action to prevent any sexual harassment of our employees.

As with other forms of harassment, any employee who believes that they have been subjected to sexual harassment should bring the matter directly to the immediate attention of their department head or the City Administrator. If the person the employee believes is involved in the harassment is the City Administrator, the concern can be taken to the mayor or a member of the City Council. All complaints or reports of sexual harassment will be investigated, and appropriate disciplinary action taken, up to and including termination. There will be no retaliation against anyone who submits a good-faith sexual harassment complaint or participates in an investigation relating to such a complaint.

Employee Relations/Chain of Command

The City of Riverside believes in an atmosphere of trust, cooperation, and respect with our employees. To achieve this goal, we maintain an open-door policy that is intended to encourage open communications and to quickly settle differences, misunderstandings, or complaints. Normally, the initial contact should be with the City Administrator.

If an employee is not satisfied with the response from the City Administrator, the next step would be to contact the Mayor. Experience has shown that when employees deal openly and directly with their immediate supervisor, the work environment can be excellent, communications can be clear, and attitudes can be positive. The City of Riverside is committed to responding effectively to employee concerns.

The City Administrator is under the direction of the Mayor, who is directed by the City Council. All other employees report directly to the City Administrator. It is the City Administrator's responsibility to inform city employees when not available and notify them of who to report to during absences. During emergency situations, employees are expected to take direction from the City Administrator or the Mayor.

Veteran's Preference

See Chapter 35C of the Iowa Code.

Any honorably discharged veteran, as defined by Iowa law, shall be entitled to preference in appointment and employment over other applicants of no greater qualifications.

Military Leave

Employees with military obligations will be granted leave of absence in accordance with applicable federal and state laws.

Disability Accommodations

The City of Riverside is committed to complying fully with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act, Amendment Act (ADAAA) ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job function. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Employee Medical Examinations

The City of Riverside may require medical and drug-screening examinations upon offer of employment with the City for certain positions. Candidates applying for positions with the City of Riverside will be informed of the need for these medical and drug screening examinations as a condition of employment. This is to ensure that the prospective employee is free from illegal drugs and physically capable of performing the requirements of the job for which he/she has been hired. The City of Riverside covers the cost of the drug screening and medical examination. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exams.

Conflict of Interest

The City of Riverside requires all employees to conduct business in a manner that does not present an actual or potential conflict of interest.

Transactions with outside entities must be conducted within acceptable standards of operation. Business dealings with outside entities are not to result in unusual gains for those firms, the employee, or both. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to benefit the employee, the outside entity, or both. Promotional plans that could be interpreted to involve unusual or liberal incentives to potential customers to gain business require specific approval by the Riverside City Council.

An actual or potential conflict of interest occurs when an employee can influence a decision that may result in personal gain for that employee or for a relative or friend because of the City of Riverside's business dealings. For the purposes of this standard, a relative is any person who is related by blood or marriage, or whose relationship with the employee is like that of persons who are related by blood or marriage.

No "presumption of guilt" will be made by the mere existence of a relationship with outside entities. However, if an employee has any influence or transactions involving purchases, contracts, or leases, it is imperative he/she immediately discloses to his/her supervisor or City Administrator the existence of any actual or potential conflict of interest. The City of Riverside shall then attempt to establish safeguards intended to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the City of Riverside does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration because of any transaction or business dealing involving the City of Riverside.

The materials, products, designs, plans, ideas, and data of this organization are the property of the City of Riverside and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent an employee has personally gained by such action, constitutes misconduct. Any employee participating in such activity may be subject to corrective and/or legal action, including discharge.

Nondisclosure of Confidential Information

The protection of confidential City information is vital to the interests and the success of the City of Riverside. Employees shall not disclose or use any confidential information during or after their employment with the City of Riverside.

Additionally, our citizens and suppliers entrust the City of Riverside with important information relating to their businesses. The nature of this relationship requires the maintenance of confidentiality. In safeguarding the information, the City of Riverside earns the respect and further trust of our residents.

If someone questions an employee outside the City of Riverside or their department and the employee is concerned about the appropriateness of giving him or her certain information, the employee is not required to answer. Instead, as politely as possible, refer the request to the City Administrator.

Business Ethics and Conduct

The Iowa Ethics and Gift Law governs the acceptance of gifts, conflicts of interest, hiring relatives, transacting of private business with a public employer, and acquiring urban renewal land by city officials.

Under Iowa Law, an employee is not allowed to accept any gifts with a value of more than \$3.00 per day from the following types of restricted donors:

- Those seeking to do business with the City
- Those engaged in activities which are regulated or controlled by the City

The success of the City of Riverside depends upon the quality of the relationships between the City, our employees, citizens, suppliers, and the public. In a sense, regardless of position, the employee is the City's ambassador. Below are several things employees can do to help give residents a good impression of the City of Riverside.

- Act competently and deal with residents and the public in a courteous and respectful manner.
- Always communicate pleasantly and respectfully with other employees.
- Follow up on responsibilities and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
- Take pride in your work and enjoy doing your very best.

The successful business operation and reputation of the City of Riverside is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the City of Riverside is dependent upon our citizens' trust, and we are dedicated to preserving that trust. Employees owe a duty to the City of Riverside and its citizens to act in a way that will merit the continued trust and confidence of the public.

The City of Riverside will comply with all applicable laws and regulations and expects its Mayor, Council and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide the employee with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with the City Administrator for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Riverside employee.

Hiring of Relatives

The employment of relatives in the same area of the city of Riverside may cause serious conflicts and problems with favoritism and employee morals. In Addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. Therefore, full-time employment of relatives of the City's supervisors, and general staff is discouraged.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

To avoid possible conflicts, the City of Riverside does not allow employees to directly supervise their spouse, children, parents, brothers, sisters, grandparents, grandchildren, in-laws, or any person whose relationship with the employee is similar to that of persons who are related by blood or marriage, nor does the City allow employees to hold positions in which they can influence the pay or promotional opportunities of these relatives. In addition, the relatives of the City of Riverside employees cannot be transferred into such a reporting relationship.

In regard to the recruitment and employment of new employees, it is the responsibility of the City of Riverside's current employees to promptly inform the City Administrator of any family relationship that may exist between the applicant and the employee.

If the relative relationship is established after employment, an immediate decision must be made by the affected individuals regarding the preference for the person who will be transferred or terminated. The City Council will make the final decision.

Exceptions to this policy may be considered for part-time or temporary, seasonal work during the summer months. The City Council will review other exceptions on a case-by-case basis.

Residency Requirement

All personnel are required to reside within 20 miles of the City of Riverside city limits. Any change of address from their current address will require the employee to comply with the residency requirement as set out above. Any changes must be reported to the City Administrator immediately.

Employment Categories

The City of Riverside will maintain defined employment categories as follows for the determination of benefits eligibility, termination procedures, and other employment-related functions.

Regular Full-Time: An employee who has successfully completed his/her probationary period and who works an average of 30 or more hours per week. Individuals employed as regular full-time are eligible for offered benefits subject to the terms, limitations, and conditions of each benefit plan.

Regular Part-Time: An employee who has successfully completed his/her introductory period and who works less than 30 hours per week.

Temporary/Seasonal: An employee who is hired to work on an as-needed basis, either full-time or part-time. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status until the employee is specifically notified of a change.

Each employee is designated as either nonexempt or exempt from federal and state wage and hour laws. Nonexempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws.

Probationary Period

The first 90 days of employment with the City of Riverside are considered a probationary period and during that period employees will be eligible for benefits as described in this handbook. Employees will be eligible for health care insurance coverage on the first day of the next month after the first 30 days.

The probationary period will be a time to get to know fellow employees, supervisors, and the tasks involved with the position, as well as become familiar with the City of Riverside's services. During this probationary period, the City of Riverside will evaluate the employee's suitability for employment, and the employee can evaluate the City as well. Please understand, however, that completion of the probationary period does not guarantee continued employment.

At the end of the probationary period, the supervisor will discuss job performance with the employee. This review will be similar to the job performance review that is held for regular full-time or part-time employees on an annual basis and will be documented and placed in the employee personnel file. The City Administrator will recommend to the City Council whether to retain the person being reviewed as a permanent employee or terminate employment.

A former employee, who has been rehired after a separation from the City of Riverside of more than one year, is considered a probationary employee during their first 90 days following rehire.

Employee Files

See Chapter 91B of the Iowa Code.

Employee files are the property of the City of Riverside and access to the information contained within them is confidential and restricted. Employee files include such documents and forms necessary to meet the legal and administrative requirements of employment. Employees may review information in their employment file with reasonable advance notice, provided the request is received in writing and is signed by the employee. Employee files may be reviewed only while in the presence of the records custodian, the City Clerk. The area where city files are stored is a controlled access area.

The City of Riverside requires each employee to promptly notify the City Administrator or City Clerk, in writing, of any changes in personnel data. Personal mailing addresses, telephone numbers, changes in federal/state tax withholdings, the names of individuals to be contacted in the event of an emergency, educational accomplishments, and other status reports must be accurate and current at all times.

Job Posting

The City of Riverside provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular, full-time job openings are posted for a minimum of ten (10) days.

Job openings will be posted on the bulletin board in City Hall. Each job posting notice will include the date, job title, location, job summary, essential duties, and qualifications (required skills and abilities).

The City of Riverside reserves the right to use other recruiting sources to fill open positions at their discretion.

Performance Evaluation

Formal employee performance reviews will be held on an annual basis. Employees are strongly encouraged to discuss their job performance and goals on an informal basis to provide both management and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage, and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Each employee will first conduct a self-review. Next, the City Administrator and Mayor will meet with each employee for a performance review. Lastly, each reviewed employee will meet with the City Council via closed session where they can discuss the review process, past performance, expectations, goals, compensation, employment status, etc.

General areas of interest to be covered by the City Administrator during evaluations may include but not be limited to the following: initiative and teamwork, attendance, problem-solving skills, attitude, punctuality, and professional development. Job-specific areas of interest may also be discussed during the evaluation. The City Administrator will work with each employee to set certain goals and benchmarks based on the employee's professional strengths and areas of needed improvement. The City Administrator will have an annual evaluation with the entire council.

Employee Benefits

The City of Riverside provides various benefits to eligible employees.

Leave benefits are offered to regular full-time employees.

Pro-rated leave benefits are offered to regular part-time employees whose regular work schedule is between 20-29 hours per week, averaged over the monthly pay period, according to the following schedule:

- 0-19 hours of work per week No benefits
- 20-29 hours of work per week 50% of regular benefits
- 30+ hours of work per week Full benefits

Hours of part-time employees will be reviewed quarterly to verify that the employee is working the required number of hours to be eligible for leave benefits.

Individual program eligibility is dependent upon the requirements of each specific benefit plan. Employee benefit programs are explained in detail in this section. Additional information regarding all benefit programs is available upon request from the City Administrator or City Clerk.

Regular full-time employees of the City of Riverside are eligible to participate in the City's Group Health Insurance, Life Insurance, Dental Insurance, and Disability Insurance programs. Some benefit programs require contributions from the employee; however, other benefits are fully paid by the City.

Benefits Continuation (COBRA)

The City of Riverside allows employees and their qualified beneficiaries, presently enrolled, the opportunity to continue health insurance coverage under the City's group plan, as required by law. Employees are eligible when a "qualifying event" would normally result in the loss of eligibility. Qualifying events may include resignation or termination of employment, death or disability of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce, or legal separation, and/or a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary will be required to pay the full cost for coverage at the City's group rates plus an administrative fee.

Eligible employees are notified in writing of their rights under COBRA when the employee becomes eligible for coverage continuation. For more information regarding this benefit, please contact the City Administrator or City Clerk.

Retirement (IPERS)

The City of Riverside offers all qualifying employees participation in the Iowa Public Employees' Retirement System (IPERS). Contributing to IPERS is mandatory for all IPERS members. All members pay contributions through payroll deductions. More information on IPERS can be found at www.ipers.org

Bereavement Leave

If an employee wishes to take time off due to the death of an immediate family member, the employee must notify his/her supervisor immediately. Eligible employees may be granted up to 5 workdays of paid bereavement leave set forth below to attend the funeral and make any necessary arrangements associated with the death. The City Administrator reserves the right to allow non-consecutive days of bereavement leave.

◦ Spouse	5 days
◦ Children (including stepchildren)	5 days
◦ Parent(s) (including stepparents)	5 days
◦ Domestic partner	5 days
◦ Brother or Sister	5 days
◦ Grandmother or Grandfather	3 days
◦ Grandchildren	3 days
◦ Father-in-law or Mother-in-law	3 days
◦ Brother-in-law or Sister-in-law	3 days
◦ Grandfather-in-law or Grandmother-in-law	3 days
◦ Aunt or Uncle	1 day
◦ Aunt-in-law or Uncle-in-law	1 day
◦ Niece or Nephew	1 day

The employee may, with the approval of the City Administrator, use any available paid leave for additional time off. The hours of bereavement leave will not be utilized in the calculation of overtime.

Educational Leave/Certification Reimbursement

The City of Riverside believes in assisting its employees in professional development and will consider all requests for certification and educational reimbursements.

Educational Opportunities

Employees may request reimbursement (tuition and books) for certain educational endeavors. The request should be submitted to the City Administrator prior to starting the class. The City Administrator, and/or the City Council will ultimately make the approval for reimbursement. All requests are subject to the following requirements:

- The course shall directly relate to the operations of the City.
- The work must be completed in an officially accredited educational institution.
- The employee shall successfully complete the course. Successful completion is defined as passing the course with a grade of C or better. An A, B, or C will be reimbursed at 100%; any grade below a C will not be reimbursed. Pass/fail classes will be reimbursed at 100% if the employee passes the course; if the employee fails, they will not be reimbursed.
- Participation in any course shall not impede an employee's work performance nor interfere with normal designated work hours unless approved by the City Administrator.
- Full reimbursement to the City is required if the employee fails to successfully complete the course or withdraws after the deadline for refunds.
- A copy of any certificate obtained through City finance training must be given to the City Administrator or City Clerk within 30 days of completion.

These requirements also comply with continuing education classes that might be needed to keep certifications current.

Upon completion of any course or training, the employee will present a written report to the City Administrator. This report will explain the benefits that he/she gained from the enrollment in the course or training and how it applies to their position within the City.

Certification

The City of Riverside will provide the necessary time, expenses, and tuition for employees whose duties require certification to attend the basic training course to obtain a valid professional certificate. The City reserves the right to select the course that an employee may attend.

Membership fees for professional organizations, endorsement fees, and required license expenses related to the employee's duties or position will be covered by the City if mutually beneficial to both the City and the employee. The City Administrator and/or City Council will decide which fees and expenses the City will reimburse.

Personal Leave of Absence

In certain cases, the City of Riverside may allow an unpaid leave of absence for personal reasons. The employee should request a leave of absence from the City Administrator. If the City honors such a request, that employee will not be compensated for time that is not worked. At any time, the City may require written documentation regarding why the leave of absence is being requested. A personal leave of absence may be granted for up to 30 days. If the employee leave is extended to more than 30 calendar days, benefits may stop accruing at the discretion of the City Administrator, and if the leave is for the City Administrator, at the discretion of the Mayor and/or City Council. If the employee does not return at the agreed upon date, then termination of employment shall result.

Absence without permission after three days is considered job abandonment and will result in a voluntary resignation.

Health/Dental Insurance

The City of Riverside's health and dental insurance plans provide employees access to medical and dental insurance benefits. Regular full-time employees are eligible to participate in the health insurance plan. Eligible employees may participate in the health and dental insurance plans subject to all terms and conditions of the agreement between the City of Riverside and the insurance carrier.

The City of Riverside will pay 90% for the single health/dental plan the employee is responsible for the remaining 10% health/dental insurance premiums; and 80% for the family health/dental plan with the employee responsible for the remaining 20% health/dental insurance premiums.

A change in employment classification that would result in loss of eligibility to participate in the health and dental insurance plans may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Contact the City Administrator or City Clerk for additional information regarding health and dental insurance benefits.

The City reserves the right to change the amount of its contribution at any time and change insurance carriers at any time, which may lead to a change in benefits available. Employees will be notified of any changes as soon as practical.

Sick Leave Benefits

Sick leave accruals may be used for the following reasons:

- Personal illness or injury which renders the employee unable to perform the duties of their position.
- Illness of a member of the employee's family, including spouse, child, or parent necessitating the employee to be in attendance.
- Medical, dental, or optical appointments, which cannot be scheduled during non-working hours.

All City of Riverside employees will accrue sick leave pay in the following manner:

- Regular full-time employees shall accumulate sick leave at the rate of eight (8) hours per month of completed employment up to a maximum of 480 hours.

- Regular part-time employees, whose regular work schedule of 20-29 hours per week may accumulate sick leave on the pro-rated schedule set forth previously.

Sick leave shall not count as time worked for the computation of overtime.

Maternity/Paternity Leave

An employee who is disabled because of the employee's pregnancy, childbirth, or related medical conditions, will be granted a leave of absence during the period of the disability, up to a maximum of eight (8) weeks. Up to three (3) weeks is allowed for paternity leave. An employee who wishes to use maternity/paternity leave must provide timely notice of the period of leave requested. Maternity/paternity leave will be unpaid. Employees may use accumulated sick leave, vacation, or personal days while on leave.

Family and Medical Leave (FMLA)

The Family Medical Leave Act required employers who employ fifty (50) or more employees to provide up to twenty-six (26) weeks per year of unpaid job-protected leave for certain family and medical reasons.

Life Insurance

Life insurance offers the employee and family important financial protection. The City of Riverside provides a basic life insurance plan for eligible employees and will pay 100%.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

Regular full-time employees may participate in the life insurance plan subject to all terms and conditions of the agreement between the City of Riverside and the insurance carrier.

Details of the basic life insurance plan and AD&D, including benefit amounts, are available by contacting the City Clerk.

Short and Long-Term Disability

The City of Riverside will provide and pay 100% for Short and Long-Term Disability to regular full-time employees. Information regarding these benefits is available by contacting the City Administrator or the City Clerk. Eligibility to participate in the disability insurance program is determined by the carrier, not by the City of Riverside.

Accident Reporting/Workers' Compensation Insurance

Any Employee who sustains a work-related injury or illness must inform their supervisor immediately, no matter how minor the injury or illness may appear. In all cases, an injury/incident report must be completed with the City Clerk and signed by the employee within twenty-four (24) hours of the injury or illness. Based on the circumstances associated with the injury or illness, the employee may be eligible for compensation according to the state's work disability laws and regulations. The City reserves the right to request that an affected employee see a physician chosen by the City for verification of workers' compensation injuries or disabilities.

Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

Holidays

The City recognizes eleven (11) holidays as listed below:

- New Year's Eve Day
- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

The City of Riverside will grant paid holiday time off to all regular full-time employees and to regular part-time employees whose regular work schedule is twenty (20) to twenty-nine (29) hours or more per week, the holiday pay will be pro-rated according to the schedule set forth in "Employee Benefits" section. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would regularly have worked on that day.

If a recognized holiday falls on a Saturday or Sunday, the holiday is observed on the previous Friday or the following Monday.

If an eligible non-exempt full-time employee works on a recognized holiday, the employee will receive wages at a straight time rate for the observed holiday, plus wages one and one-half times their straight-time rate for the hours worked.

Holiday pay shall not count as time worked for the computation of overtime.

Compensatory Time

Compensatory time may be taken in lieu of overtime. Compensatory time will be calculated at one- and one-half hours per hour worked past forty hours in a workweek. The use of compensatory time hours will not be utilized in the calculation of overtime. If possible, compensatory time should be used in the same pay period and will be reviewed on a case-by-case basis. Compensatory time shall be exhausted prior to the use of accrued vacation.

Vacation

The City of Riverside shall make available vacation time off with pay to regular full-time employees for the opportunity of rest, relaxation, and personal pursuits. Vacation time off with pay will be available to regular part-time employees whose normal work schedule is between 20-29 hours per week according to the pro-rated schedule set forth previously.

Vacation benefits are calculated based on the employee's employment anniversary date. Accrual rates are as follows:

- 0-1 year 40 hours (Vacation is accrued at 1.54 hours/pay period)
- 1 year + 1 day-5 years 80 hours (Vacation is accrued at 3.10 hours/pay period)
- 5 years + 1 day-10 years 120 hours (Vacation is accrued at 4.62 hours/pay period)
- 10 years + 1 day-20 years 160 hours (Vacation is accrued at 6.16 hours/pay period)

Upon resignation or retirement, unused vacation will be paid when the employee leaves. The employee is allowed to carry over a maximum of 80 hours of vacation each year beginning January 1st. New employees begin accruing vacation on their first day of work and are eligible to take only the vacation hours that have been accrued and the requirements of the probationary period have been met.

Vacation days may be taken in hourly increments. Employees must request time off in writing utilizing the city's request form. All forms are to be submitted to the City Administrator for approval prior to utilizing available vacation time. Requests should be made with at least one-week prior notice and will be reviewed for approval based on factors including but not limited to business needs and staffing requirements.

Vacation time off will be paid at the employee's base pay rate at the time of vacation.

Employees who fail to provide a two-week notice of voluntary separation shall not be paid out for accrued, but unused vacation.

Vacation used shall not count as time worked for the computation of overtime.

Personal Days

- Regular full-time employees are awarded two (2) personal days each calendar year, determined by the beginning of each calendar year.
- Regular part-time employees, whose regular work schedule is 20-29 hours per week, will be pro-rated according to the schedule set forth in Employee Benefits.
- New employees are not eligible for Personal Days prior to completion of the probationary period.
- Employees must request approval for time off from the City Administrator prior to utilizing available Personal Days. The request must be submitted in writing, using the City's Time Off Request Form.
- The employee must take all Personal Days prior to January 1st of each year and will not be carried over.
- An employee whose services are terminated shall receive pay for any Personal Days earned and not previously taken.
- If, during a week in which an employee is scheduled to use a Personal Day they are required to work, the personal hours will be considered as time worked for the purpose of determining overtime.

Jury/Witness Duty

The City of Riverside provides paid leave to regular full-time employees summoned to serve as a juror or required by law to appear in court as a witness. Exceptions to this benefit would include those employees summoned as witnesses for personal lawsuits initiated by the employee or immediate family members.

Employees may elect to take vacation leave to cover these absences and then are entitled to keep any compensation received from the Court. If the employee elects to have these hours counted as hours of work, then the City will reimburse the difference between the employee's normal rate of pay and the compensation received from the court. Proof of compensation is required.

- **Less than a Full Day:** Hours spent serving on jury duty occurring during the employee's normally scheduled business hours will be considered for pay purposes as hours worked.
- **Full Day:** A full workday spent on jury duty will be considered for pay purposes as hours worked.
- **Full Week:** A Full week, Monday through Friday, spent on jury duty will be considered 40 hours worked.

Employees are required to provide a copy of the applicable summons or subpoena to the City Administrator prior to receiving approval for the leave under this policy. Employees are expected to report for work whenever the court schedule permits. The city of Riverside continues to provide health and dental insurance benefits during jury/witness leave for those individuals eligible and enrolled at the time of leave, subject to the requirements of each plan.

Accrual for benefit calculations (i.e., holiday benefits, vacation accrual, and other leaves) will not be affected during a portion of jury/witness duty leave.

Business Travel/Travel Expenses

The City of Riverside will reimburse employees, the Mayor, and Council Members for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the City Council.

Employees with approved travel plans are responsible for making their own travel arrangements and are expected to limit expenses to reasonable amounts. When approved travel is completed, the employee should submit completed travel expense reports within thirty (30) days, accompanied by receipts for all individual expenses. The actual costs of travel, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the City of Riverside. Mileage will be approved and paid at the current IRS rate.

Daily meal expenses are limited to \$50/day, based on the following limits:

- Breakfast \$10.00
- Lunch \$15.00
- Dinner \$25.00

Employees must leave home by 7:00 a.m. to charge for breakfast and be gone until 6:00 p.m. to charge for dinner. In no circumstance will the City of Riverside reimburse for alcohol or beyond 20% gratuity. Gratuity is part of the daily \$50.00 limit.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. If the employee is found negligent due to alcohol or drug impairment, the City's insurance policy will not provide coverage. Vehicles, owned, leased, or rented by the City of Riverside may not be used for personal use without prior approval.

Employees should contact the City Administrator for guidance and assistance regarding procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action.

Paydays

Employees are paid on a bi-weekly basis. If a payday falls on a holiday, payment shall be made on the preceding regular workday. Newly hired employees will be notified upon hire as to the date of their first paycheck. No employee will receive an advanced paycheck for hours not previously worked.

Pay Deductions

The City of Riverside makes deductions from every employee's compensation as required by law. In the event a court order is issued requiring the City to withhold money from an employee's paycheck(s), the order will be honored, and the employee notified of the court-ordered deduction. All pay deductions will be made in accordance with the federal and state law limits. If garnishments are served upon the City regarding a City employee, there will be a \$4.00 per garnishment fee deducted from the employee's check each payday until the garnishment is settled.

Lost or Stolen Paychecks

An employee who loses a paycheck or has a paycheck stolen shall immediately notify the City Clerk. In case of loss or theft, the City will attempt to stop payment and issue a new check after three (3) business days have passed. If the lost or stolen check does clear the bank, the replacement check will be held pending an investigation. Employees are solely responsible for the loss or theft of a check if the city cannot stop payment on the check.

Time Keeping

Federal and State laws require the City of Riverside to keep an accurate record of time worked to calculate employee pay and benefits. Time worked is calculated as the time spent on the job performing assigned duties. The workweek begins at 12:01 a.m. on Sunday.

Employees shall be designated as either NONEXEMPT or EXEMPT in compliance with federal and state wage and hour laws. NONEXEMPT employees will be entitled to overtime pay as required under the specific provisions of federal and state law. EXEMPT employees are excluded from specific provisions of federal and state wage and hours and, therefore, will not be entitled to overtime pay.

All nonexempt employees must accurately account for their time during the following periods:

- At the beginning and end of the work schedule.
- At the beginning and end of each meal period.
- At the beginning and end of any split shift or departure from work for personal reasons.
- Any period of time utilized as paid benefit time.

Hours of Work

- The workweek shall consist of forty (40) hours per week for all City employees. An employee may deviate from the eight (8) hour day, with approval from the City Administrator. The supervisor may assign any additional hours required.
- Normal working hours for City Hall are 8:00 a.m. to 4:30 p.m. Monday through Friday.
- Normal working hours for maintenance employees are 7:00 a.m. to 3:30 p.m. Monday through Friday.
- Non-exempt employees who work more than forty (40) hours per week will be requested to bank excess hours in compensatory time unless the compensatory time is at the maximum allowed. Non-exempt employees may also be asked to adjust their work schedule to take time off during the week to maintain the forty (40) hours per workweek. If time off or compensatory time is not possible, hours worked more than forty (40) hours will be paid as overtime. All overtime must be approved by the City Administrator unless it is an emergency. The City of Riverside reserves the right to adjust schedules at the end of the workweek to limit the financial impact of additional hours of work.
- Working hours for seasonal and part-time employees will be at the discretion of their supervisors.
- Each employee will be granted two fifteen-minute rest periods during each workday at times scheduled by the supervisor.
- Any employee on an 8 ½ hour working day will take an unpaid ½ hour lunch break. All employees shall take a lunch break if they are scheduled to work five (5) or more consecutive hours. Approval from the supervisor must be given for employees to work through their lunch hour.

If any employee must be absent, the employee must call or text the City Administrator at the earliest possible time before the starting time of the employee's workday to report the reason for the absence. If the absence is unjustified or habitual, disciplinary action may be taken, including recommending to the Mayor and /or Council to terminate the employee. Three consecutive days of utilizing Sick Leave will require a slip from a medical practitioner stating the employee can resume their normal work duties. The employee may be asked to provide a note from the medical provider for other uses of sick leave, at the discretion of the City Administrator.

Emergency Closing

At times, emergencies such as severe weather, fires, and power failures can disrupt the operations of the City of Riverside. In extreme cases, these circumstances may require the closing of City facilities.

Employees may be asked to work on the normally scheduled workday when operations are officially closed. In these situations, affected employees who work will receive their regular pay.

In the event an employee feels they cannot make it to work, the employee should notify the City Administrator by telephone or text as soon as possible, so availability of staff can be determined.

- If inclement weather strikes after a person has reported to work and the employee feels it is necessary to leave work early, the employee should discuss the matter with the City Administrator. If the employee makes the decision to leave, the time will be unpaid. The employee may use vacation, personal leave, or comp time to cover the absence.

Time lost due to inclement weather will be handled in the following ways:

- When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid.
- The City Administrator or Mayor has the authority to close City operations, and the employees shall be paid.

During a declared emergency, employees may be asked to perform duties outside their normal job description.

Overtime

Employees may be requested and/or scheduled to work overtime hours. Reasonable attempts are made to notify employees in advance of mandatory overtime assignments. All overtime hours to be worked must be approved by the City Administrator.

Only time spent on the job performing assigned duties will be considered time worked for the purpose of calculating overtime. Hours taken as vacation, holiday, sick leave, or personal days are not counted in the calculation of overtime.

If an employee is called out to work after their normal shift on evenings or weekends, the employee is guaranteed two (2) hours of overtime for the call-out.

It is the preference of the City of Riverside that overtime be banked as compensatory time versus being paid out. Employees may have up to, but not more than, 80 hours of compensation time accrued at any one time.

Safety

The City of Riverside takes all reasonable steps to ensure a safe work environment and compliance with federal, state, and local safety regulations. The City is sincerely interested in the safety and welfare of its employees and customers. It is important for employees to take reasonable steps to avoid accidents that may involve themselves, co-workers, or customers.

Employees are expected to abide by all safety rules, guidelines, and policies and to exercise caution in all their work activities. It is each employee's responsibility to review and follow the City of Riverside's current procedures.

- It is the City's policy to comply with all applicable federal, state, and local health and safety regulations and to provide the most safe and healthful work environment possible for employees. Each supervisor will provide their employees with information and identify the protective equipment available should there be a safety concern for their position. Employees are expected to comply with all safety and health requirements whether established by management or law. Employees are encouraged to submit suggestions concerning safety and health matters. Behavior, that is likely to result in bodily harm to an employee on City premises, will not be permitted.
- Hard hats shall be always worn when there is a potential for any object or piece of equipment to fall upon or strike an employee. Hard hats are mandatory when working with the backhoe or inside a confined space.

- Safety glasses shall be worn when there is a potential for flying objects or debris. This includes, but is not limited to, lawn mowing, weed whipping, street sweeping, painting, sawing, spraying, working underneath equipment, burning, and working inside confined spaces.
- Safety vests shall be worn as needed.
- Protective clothing shall be always worn when there is a potential for contact with HIV or Hepatitis B virus. Refer to the OSHA manuals, which are located at the Street and Parks maintenance building.
- The City will provide special clothing or equipment when such is required by regulation. Employees are responsible for the proper use and maintenance of the clothing and equipment and will be subject to discipline for failure to do so.
- Seatbelts will be worn at all times in a moving vehicle.

Smoking/Vaping/Smokeless Tobacco

The City of Riverside seeks to provide a smoke-free environment. Therefore, smoking, vaping, and smokeless tobacco are prohibited in all City-owned buildings and City-owned vehicles. Smoking, vaping, and smokeless tobacco are prohibited in any non-designated area. Supervisors may designate areas for smoking, vaping, and smokeless tobacco outside of City-owned facilities but only those areas that do not present a fire hazard and only in areas that are away from entrances.

Use of Equipment and Vehicles

Equipment essential to accomplishing the duties is often expensive and may be difficult to replace. When using the City of Riverside's property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the City Administrator if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs will prevent deterioration of equipment and possible injury to employees or others. The City Administrator or your supervisor can answer any questions about an employee's responsibility for the maintenance and care of equipment used on the job.

All employees are required to leave their work area clean at the end of their shift or workday.

Employees are prohibited from using any city-owned vehicle or equipment for personal reasons. Employees may not take any vehicle or equipment to their residence without direct authorization from the City Administrator. City vehicles are never to be utilized for commuting to and from work.

Use of Telephones, Mail Systems, Facsimile Machines & Copiers

Please remember every employee is expected to successfully meet the duties and responsibilities of their positions. To maximize work activity and keep distractions to a minimum, employees should:

- Limit personal telephone calls to those of an emergency nature
- Not use the City's telephones for personal long-distance calls unless prior arrangements have been made for reimbursement to the City

- Adhere to the City's phone policy
- Do not use the City's letterhead, postage, and supplies for personal use
- Not use the copier and fax machines for personal benefit

Use of Computer, E-Mail & Cellular Phone

The City of Riverside has made every effort to provide its employees with the most up-to-date technology that is currently available and access to cellular phones, computers, and more specifically, electronic mail and the Internet. This policy is intended to advise those employees who have access to such technology as to what is inappropriate use of them.

The use of the City's electronic mail system shall not be used to solicit support for religious causes or affiliations. At no time will the electronic mail be used to create or distribute messages, specifically, messages containing racial slurs, sexual implications or innuendoes, or any message that could be interpreted as targeting any class that is established in the City's non-harassment policy. In addition, electronic mail cannot be used to download copyrighted material without prior authorization.

The City maintains the right and ability to inspect and review any data that is electronically stored on City computers or associated software. There should be no expectation on the part of the employee that any information on such City property will be considered private or proprietary in nature. Furthermore, the City does not have to give advance notice when reviewing or accessing any employee's electronically stored documents.

Any employee who violates this policy or uses the electronic communication systems for any other improper purpose may be subject to discipline, up to and including termination.

City-provided cell phones are for city business only. Please limit any other calls to emergency situations only.

Drug and Alcohol Use

The City of Riverside is committed to providing a safe and productive environment for those individuals employed by and the individuals affected by its operations through a commitment to a drug-free workplace.

All employees must be mentally and physically fit for duty and will report to the City Administrator any health situation or use of prescription or nonprescription medications that may inhibit the ability to perform their required job duties. Any employee regarded as unfit for duty for any reason will not be permitted to work until it is determined that said employee is free from impairment and fit and able for duty.

The City prohibits the presence, use, consumption, possession, sale, manufacturing, or distribution of illicit drugs or alcohol by employees under all the following conditions:

- During working hours
- On City premises or work site location
- During City-related business
- While operating City vehicles

- During the representation of the City at any function, whether at the expense of the City
- Intoxication during the time stated above due to prior use and consumption

The presence, consumption, and/or possession of alcohol may be permitted for those of legal age, during a City-sponsored event held on or off the premises. Permission may also be granted to those representing the City at a specific function, whether or not at the expense of the City. At no time shall a minor be allowed the privilege of this exception. The City Administrator may restrict or revoke an individual's privilege under this exception if found necessary for the safety of the individual and/or others.

Dress Code

A well-groomed and professional appearance for all employees is essential to maintaining a healthy public image. Every employee is responsible for presenting a positive image to the people that we serve.

The City shall provide a \$500 clothing allowance for uniforms, coats, jackets, and a \$150 boot allowance per year. Items purchased by an employee will be reimbursed after the receipt is turned in to the City Administrator for approval. Protective clothing, safety equipment, and protective devices, which are required by the City to be worn or used by an employee shall be provided for the employee. The City Administrator will use their discretion in determining the proper uniforms, clothing, and protective devices needed by employees.

Clothing Guidelines

All attire worn by City employees shall be practical and appropriate for each individual position. Apparel shall be task-oriented and determined based on the circumstances of each job. All clothing should be clean and in good repair and must abide by any state and federal regulations when required by OSHA and applicable laws.

Employee Conduct and Work Rules

The City of Riverside required employees to follow rules of conduct that will assist in ensuring a quality, productive work environment, and protect the interests and safety of all employees and the City.

Formal disciplinary actions will include verbal warning, written reprimand, suspension, and/or termination. It shall be the policy of the City of Riverside to utilize a system of progressive discipline in addressing an employee's work deficiencies; however, any of the disciplinary measures cited above may be initiated on the more serious first offense. Progressive discipline does not have to be used in all circumstances.

Disciplinary action will be issued in a manner that will minimize embarrassment to the employee.

All disciplinary actions will be thoroughly documented in writing appropriate to the infraction committed. A copy should then be given to the employee and a copy maintained in the employee's personnel file. If the action involves an employee covered by a collective bargaining agreement, said agreement may also require a copy to be sent to the appropriate union steward.

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency, and effectiveness in their work. The City Administrator shall organize and direct the work of their employees in a manner calculated to achieve these objectives. Whenever the work habits, attitude, production, or personal conduct of an employee falls below an acceptable standard, the employee is subject to corrective and/or

disciplinary action. All such actions shall be promptly and consistently administered and shall not be on account of political considerations, personal bias, or prejudice.

Letters of clarification shall precede formal discipline whenever, in the judgment of the City Administrator, an infraction is readily correctable and is of lesser consequence.

The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives, which prompted it. Related and mitigating factors would be considered when determining the appropriate action to take. Each of the following work-related infractions may be just cause for disciplinary action, up to and including dismissal. The list presented herein is not intended to be all-inclusive.

- Theft or unauthorized removal or possession of City property or the property of another employee or client. Permission must be obtained prior to the removal of any materials or equipment from the premises.
- Falsification or submission of false information on employment applications or other records, including timecards.
- Presence on City premises while under the influence of alcohol or illegal controlled substances.
- Possession, distribution, sale, transfer, or use of alcohol or illegal controlled substances, look-alike drugs and drug paraphernalia, misuse of legal or prescription drugs in the workplace, on City premises, on work site (on or off duty), or while operating City-owned vehicles or equipment.
- Financial participation, actively or otherwise, in a competitive employer or working for a competitor without prior City consent; working for another employer which in any way lessens attendance, efficiency, or reputation of the City.
- Disorderly conduct, use of abusive language, fighting, threatening bodily injury, engaging in horseplay or immoral conduct.
- Boisterous or disruptive activity in the workplace.
- Holding back, hindering, or limited production.
- Inattention to duties, loafing, or sleeping on the job or elsewhere during working hours.
- Dishonesty, deception, fraud, theft, damage to or defacing of City or citizen's property using City machinery or materials for commercial or personal purposes.
- Negligence or improper conduct leading to damage of city-owned or citizen's-owned property, excessive scrap, inferior work, or wasting materials or supplies.
- Insubordination or other disrespectful conduct or conduct tending to bring disrespect to the City.
- Violation of safety or health rules.
- Failure to report an accident or the removal, locking out, or making inoperative any safety device.
- Sexual or other unlawful harassment.

- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace unless required for work.
- Excessive absenteeism or any absence without notice.
- Unauthorized absence from workstation or worksite during the workday.
- Unauthorized use of telephones, fax, mail system, or other City-owned equipment or vehicles.
- Unauthorized disclosure of confidential business information.
- Violation of City rules or standards.
- Unsatisfactory performance or conduct.
- Solicitation in work areas during working time.
- Inappropriate grooming or dress.
- Utilization of city owned vehicles, equipment and or supplies for personal use.
- Workplace violence.
- Failure to report critical information to the City Administrator that would jeopardize the security, safety, and welfare of the City and employees.
- Failure to provide truthful information or all pertinent information during a workplace investigation.

Return of Property

Employees are responsible for all property, materials, or written information issued to them. Employees must return all City of Riverside property immediately at the time of their termination or upon request from the City.

Failure to return City of Riverside property on request or as required from an employee will result in disciplinary action steps, up to and including immediate termination of employment. Failure to receive City property from a terminated previous employee will result in legal action.

Social Media

All employees and officials are responsible for what they post online. The City is intending to unnecessarily intrude upon the personal associations and relationships of employees and officials. However, the impact of social media participation by employees and officials upon the ability of city government to function effectively and efficiently must take precedence. Any conduct that exposes the City to legal liability may result in discipline, including discharge.

Whenever the topic is one related to City functions or operations, including any matter pending before the City Council or any City board or commission, the personal posts on any social media must be clear, with an express statement, that the post is the individual's own personal opinion and not the opinion or position of the City.

Employees and City officials must be mindful that there is a greater risk that their conduct while participating on social media, may have a direct and negative impact on the reputation or integrity of the City or the public's perception of the City.

Prohibited Conduct

- No city social media sites, electronic communication, or information equipment shall be used to make personal posts
- No personal posts shall be made during work time
- City e-mail addresses may not be used to register on social network blogs or other online platforms utilized for personal use

Comment Policy

Content containing any of the following content shall not be permitted, and is subject to removal or restriction by the City:

- Comments not related to City business
- Profane or obscene language or content
- Sexual content or links to such content
- Content that promotes or fosters discrimination against a protected class as defined by federal, state, or local laws
- Content that defames any person or organization
- Content that incites or promotes violence
- Solicitation of commerce
- Conduct or content in violation of federal, state, or local laws
- Content encouraging or promoting illegal activity
- Content revealing any personal information of any individual
- Content revealing any information protected under HIPAA
- Content that violates any individual's right to privacy
- Comments or content as defined abuse will be removed without prior notice

Comment or content posted by a member of the public or any social media is the opinion of the individual, and the publication of a comment does not imply endorsement of or agreement by the City.

The City reserves the right to deny access to its social media sites to any individual who violates this Social Media Policy.

The City reserves the right to respond, restrict, or remove any content deemed to violate this Social Media Policy.

Whistleblower Policy

The City will not retaliate against a whistleblower who in good faith reports a matter of public concern. This includes but is not limited to, protection from retaliation in the form of an adverse employment action, including termination, demotion, reduction in salary, poor work assignments, or physical harm or threats.

Any whistleblower who believes he/she is suffering retaliation must report it to the City Administrator or Mayor immediately. The right to protection from retaliation does not include immunity for any personal wrongdoing.

To the extent possible, the confidentiality of the whistleblower will be maintained but cannot be guaranteed. Identity may be disclosed to conduct an investigation, to comply with the law, or to provide the accused individuals their legal rights of defense.

This policy does not require the City to compensate the whistleblower for participating in any court action or administrative proceeding or participation in interviews by another public body or agency.

Workplace Monitoring

Workplace monitoring may be conducted with or without the employee's knowledge by the City of Riverside to ensure quality control, employee safety, security, and customer satisfaction.

Employees can request access to information gathered through workplace monitoring that may impact employment decisions. Access will be granted unless there is a legitimate business reason to protect confidentiality or an ongoing investigation.

Because the City of Riverside is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

Personal Property

The City does not encourage employees to bring personal property to the worksite or office but does not prohibit it. In the event an employee brings personal property of any kind to work, it is the employee's sole and absolute responsibility to protect the property from loss, theft, or damage. The City is not responsible for the loss, theft, or damage to the property. The City is under no obligation to assure the protection of personal property. If an employee suspects another City worker or citizen of stealing or damaging personal property, it is a private matter between the employee, the accused, and law enforcement.

If personal property brought to work is determined to be a nuisance or distraction, at the worksite, the employee will be required to remove the property and may not bring it back to the workplace.

Workplace Violence Prevention

The City of Riverside is committed to preventing workplace violence and maintaining a safe work environment. The City of Riverside has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including temporary employees, should always be treated with courtesy and respect. Employees are expected to refrain from fighting, "horseplay", or other conduct that may be dangerous to others. Firearms, weapons, explosives, and other dangerous or hazardous devices or substances are prohibited from the premises of the City of Riverside properties without proper authorization given by the City Administrator or Mayor.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the City Administrator. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to the proper city personnel. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

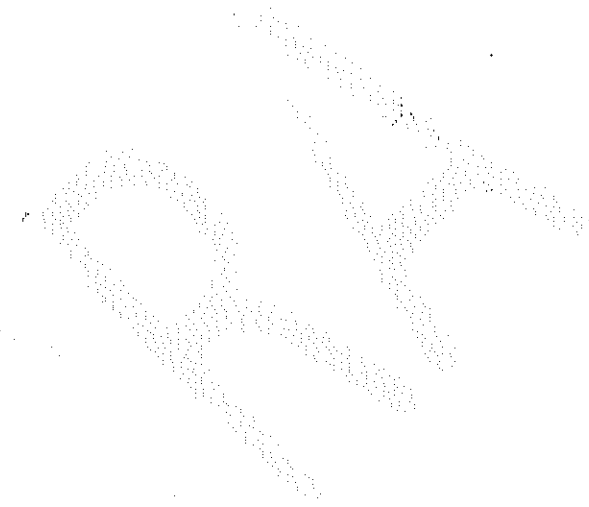
The City of Riverside will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action.

The City of Riverside encourages employees to bring their disputes or differences with other employees to the attention of the City Administrator before the situation escalates into potential violence. The City is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

Exit Interview

In a termination situation, the City of Riverside would like to conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about the City. During the exit interview, you can provide insight into areas within the City that you feel need improvement. Every attempt will be made to keep all information confidential. All city-owned phones, laptops, equipment, and keys will be turned in to the City Clerk prior to the exit interview.



CITY OF RIVERSIDE

EMPLOYEE ACKNOWLEDGEMENT FORM

This Employee Handbook and its statement supersede and have control over all prior and existing policy statements, representations, understanding, or agreements, whether verbal or written, dealing with the same subject matter. The City of Riverside reserves the right to change or eliminate any of the policies or benefits in this Handbook.

I acknowledge that I have received a copy of the Employee Handbook of the City of Riverside and that this Handbook describes important information about my employment with the City. I further understand that I should consult with the City Clerk or the City Administrator concerning any questions I may have regarding these policies.

Since the information and benefits described within the Employee Handbook may be subject to change, I acknowledge that revisions may occur. I also understand that revised information concerning these policies may supersede, modify, or eliminate existing policies. Only the Riverside City Council has the authority to adopt any revisions to the Employee Handbook.

I acknowledge that my employment relationship with the City of Riverside is at-will and subject to termination at any time by either the City or me and that it can be terminated either with or without cause. I further acknowledge that the Employee Handbook is neither a contract of employment nor a guarantee of employment.

I hereby acknowledge that I have read and received a copy of the City of Riverside's Employee Handbook.

Employee's Signature

Employee's Name (typed or printed)

Date

RESOLUTION #2023-XX

RESOLUTION TO SET THE DATE FOR PUBLIC HEARING TO
SELL CITY PROPERTY AT 40 W 1ST STREET

WHEREAS, the City of Riverside, Iowa, will set the date to hold a public hearing on the sale of 40 W 1st Street to _____ of _____ Iowa for \$_____. The hearing will be at the Riverside council meeting on October 2, 2023, which begins at 6:00 p.m., at Riverside City Hall, Riverside, Iowa.

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

IT WAS MOVED BY Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 2nd day of October, 2023.

Signed: _____ Date: _____
Allen Schneider, Mayor

Attest : _____ Date: _____
Becky LaRoche, City Clerk

RESOLUTION #2023-XX

RESOLUTION APPROVING LEASE AGREEMENT WITH
MCC Iowa LLC

Whereas, the City of Riverside City will enter into an agreement to lease space inside Lift Station #3 in Hall Park, 140 S Ella, Riverside, Iowa,

Whereas, lease payment will be \$500 per month for 5 years, beginning June 1, 2023,

Therefore, be it resolved the City of Riverside City Council does hereby agree to enter into the attached lease agreement with MMC Iowa LLC, (Mediacom).

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

Passed and approved by the City Council of Riverside, Iowa on this 2nd day of October, 2023.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

LEASE AGREEMENT

THIS AGREEMENT ("Agreement") made this _____, 20____, between the City of Riverside, Iowa ("Lessor") and MCC Iowa LLC, a Delaware Limited Liability Company ("Lessee").

WHEREAS, Lessee is authorized to construct and operate communications systems throughout the United States;

WHEREAS, Lessor controls and maintains the property located in Riverside, Iowa, as described in "Exhibit A" ("Property"); and

WHEREAS, Lessor desires to Lease a portion of the Property ("Leased Property"), as described in Exhibit B, to the Lessee; and

WHEREAS, Lessee desires to use the Leased Property for all legal purposes, including the purpose of constructing, operating, maintaining, repairing, replacing, relocating and removing equipment (the "Facilities"). Such Facilities may include, without limitation, earth stations, towers and buildings for the housing of electronic components and related appliances, appurtenances, and fixtures, whether above or below ground, with any necessary housing for same, which may be deemed by Lessee to be necessary or desirable in connection therewith. In no event may the Leased Property, or any part thereof, be used for any unlawful purpose.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, Lessee and Lessor, intending to be legally bound, mutually agree as follows:

1. Term. The term of this Agreement shall be for a period of 5 years beginning on June 1, 2023 ("Original Term"). This Agreement shall automatically renew for an additional 5 year term ("Renewal Term") unless the Lessee gives written notice of its desire not to renew at least sixty (60) days prior to the expiration of the Original Term. After the Renewal Term, this Agreement shall continue for successive terms of one month each until either Lessor or Lessee terminates the lease by giving the other thirty (30) days written notice of an intention to terminate or a new lease agreement is executed. Notwithstanding the foregoing, Lessee may terminate this Agreement at any time during the Original Term or any Renewal Term, by giving prior written notice of at least ninety (90) days. Should this Agreement be terminated early, Lessee shall have no further obligation to pay any additional rent, including any rent that would have otherwise been due for any portion of the remainder of the lease term.
2. Work Performed. All work performed by Lessee shall be performed in a proper manner in accordance with industry standards, local codes and the approved specifications. Lessee agrees to repair and replace any damage to the Leased Property resulting from the installation, operation or removal of the Facilities. Lessee shall observe all sanitary laws and regulations applicable to the Leased Property.
3. Indemnification. Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorneys' fees, and charges which the Lessor or the Lessee may have to pay by reason of injury to any person or property, loss of life or property

resulting from the condition or use of the Leased Property unless such injury or loss arises directly from the sole negligence of the Lessor, or any of its agencies, officers or employees, while acting within the scope of their employment.

Notwithstanding any other provision of this Agreement, neither party hereto shall be liable to the other of any special, indirect or consequential damages or lost profits to anyone arising out of this agreement or the performance or non-performance of any activity pursuant to this agreement even if such party has been informed of the possibility of such damages.

4. Rent. In consideration of the Agreement, Lessee shall pay to the Lessor the monthly sum of \$500.00, payable monthly in advance. Rent shall be paid by the 1st each month, except for the first payment to be made under this lease shall be due within 30 days after the execution of this lease by both parties.

Within 30 days of final execution of this Lease, Lessee shall pay Lessor a one-time payment of \$800.00, representing the increased monthly rent for June 1, 2023 through September 1, 2023.

5. Easement. Lessor hereby grants to Lessee a non-exclusive continuing Easement to use the Leased Property and access roads shown in Exhibit B to access the Facilities for purposes which include installing, constructing, maintaining, operating, replacing, upgrading, repairing, relocating and removing, equipment and the Facilities. The Easement shall be in effect for the term of this Lease. If an access road to the Facilities is needed, Lessee shall construct and maintain such road at no expense to the Lessor. Lessor shall approve any plans to construct a road on Lessor's Property.

Upon the execution of this Agreement, Lessor shall deliver to Lessee all necessary keys and combinations to facilitate Lessee's ingress to and egress from the Leased Property. Lessee shall be entitled to have access to the Leased Property 24 hours a day, 7 days a week. The rights of Lessee under this Section shall be limited to authorized employees, contractors or subcontractors of Lessee, FCC inspectors or persons under their direct supervision. Notwithstanding the foregoing, Lessor accepts no responsibility for any acts or omissions committed by Lessee's employees, contractors, subcontractors or invitees.

6. Insurance. Lessee shall obtain and carry liability or indemnity insurance providing as a minimum, limits of \$1,000,000.00 per person (personal injury) in any one claim; \$1,000,000.00 for damage to the Property suffered or alleged to have been suffered, by any person or persons as the result of the operations conducted on the Property; and an aggregate limit of \$2,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries, property damage or death resulting therefrom.

The insurance certificate provided under this paragraph shall provide that said certificate will not be subject to cancellation, termination or change except after at least 30 days' prior written notice to Lessor.

7. Force Majeure. Except as otherwise provided herein to the contrary, the Lessee shall be excused for the performance of its obligation to pay fees because of the non-operation of its Facilities on the Leased Property if this is due to an act of God, fire, lock out, flood, tornado, hurricane, riot or civil commotion, earthquake, war, the failure of Facilities not belonging to the Lessee, denial of

access to Facilities or rights-of-way essential to serving the Leased Property, government order or regulation or any other circumstances beyond the reasonable control of the Lessee. However, any abatement of rent shall be limited to the reasonable period required to return the Lessee's Facilities to operation.

8. Assignment. This Agreement may be assigned by either party with prior written notice to the other party.
9. Subleasing. Lessee may sublease the property, a portion of the property or all or part of Lessee's Facilities that are on the Property with written notice to Lessor.
10. Notice. All notices to be given in writing under this Agreement shall be deemed to be given when delivered personally to the Lessor or the Lessee, or 48 hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to the Lessor: City of Riverside, Iowa
60 Greene Street
Riverside, IA 52327

If to the Lessee: MCC Iowa LLC
546 Southgate Avenue
Iowa City, IA 52240

With copies to: MCC Iowa LLC
One Mediacom Way
Mediacom Park, NY 10918
Attn: Legal Department
Email: mcc_legal@mediacomcc.com

11. Recording. The Lessee may record this Agreement or a Memorandum of this Agreement in the public records of the County if it so desires.
12. Waiver of Distress. The Lessor acknowledges that the Lessee is bound by (or will be bound by) certain covenants in loan agreements with lending institutions which have provided (or will provide) long-term debt financing to the Lessee and that such institutions have (or will have) a security interest on the Lessee's Facilities located on the Leased Property that will be superior to any claim of the Lessor. As part of the consideration hereunder, the Lessor covenants and agrees with the Lessee that none of the Lessee's personal property, Facilities or trade fixtures shall be subject to distress for rent or liable for any lien, right or claim which the Lessor may have, either now or hereafter; and the Lessor further covenants and agrees that in the event that such lending institutions exercise their right to take possession of or remove said Facilities from the Leased Property, the Lessor will not hinder or interfere therewith, and the Lessor consents to the taking of possession and removal of such personal property.
13. Default. If at any time during the period in which this Agreement is in effect, either party defaults on any obligation incurred hereunder, then this Agreement shall be subject to termination by the

other party. All rights and benefits herein conferred shall be deemed forfeited, provided, however, that before any termination shall occur under this paragraph, the defaulting party shall be given written notice and be allowed 30 days from date of delivery of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.

14. Modification of Agreement. This Agreement shall not be modified, altered or amended, except by an "Amendment to Lease Agreement," executed by all parties to this Agreement.
15. Binding on Heirs. The terms, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and/or assigns.
16. Compliance with Laws and Regulations. The Lessee shall, at its own expense, secure and maintain throughout the term of this Agreement and until all of its Facilities and structure are removed, any and all consents and permits which may now or hereafter be required by all persons or governmental agencies, federal, state, or municipal, for or in connection with this Agreement, shall comply with all applicable laws, ordinances, rules and regulations pertaining to the placement, maintenance, operation, erection, construction, or removal of its attachments, property, apparatus and structure.
17. Legal Fees. If either party brings legal action for the enforcement of this Agreement then the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, including the payment for in-house counsel's time, fees and expenses plus applicable fees, together with costs incurred, including deposition costs and costs for expert witnesses.
18. Eminent Domain. If all or a part of the Property is taken in any proceeding by a public authority, by condemnation or otherwise, or acquired for a public or quasi-public purpose, which shall cause the Leased Property to be inadequate or unsuitable for use by the Lessee, in its usual business, either the Lessor or the Lessee shall have the option to terminate this Agreement effective on the date possession of the Property is surrendered, in which event any unearned rent paid or credited in advance shall be refunded to the Lessee. The Lessee hereby waives any claim against the Lessor for the remaining portion of the Agreement and agrees it will peacefully surrender possession to the Lessor, or to the condemning authority at or before the day of possession is required pursuant to the requirements of the condemning authority.
19. Applicable Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement (whether based on contract, tort or other legal theory or cause of action,) shall be governed by and construed in accordance with the domestic laws of the state of Iowa.
20. Property. The Lessor covenants that the Lessor owns the Property referenced in "Exhibit A" in fee simple and has full right to make this Agreement and that the Lessee shall have peaceable possession of the Leased Property during the term hereof. It is mutually understood and agreed upon that the Leased Property and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across or under the Leased Property now outstanding with third persons. The Lessor also retains to itself, its successors or assigns, the right

to use the Property for its own purposes, so long as such use does not interfere with the construction, erection, operation, repair or maintenance of the Lessee's Facilities and operations. The Lessor hereby covenants and agrees that it will not use nor will it permit its remaining Property to be used in any manner that could interfere in the Lessee's intended uses of the Leased Property. The Lessee, upon the payment of rent herein reserved and upon performance of all material terms of this Agreement, shall at all times, during the Agreement term and during any extension or renewal thereof, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor, except as may be set forth in this Agreement.

21. Authorization. The Lessor and the Lessee represent and warrant that each has the authority to enter into this Agreement and to be bound by its terms and all necessary action on the part of each such party has been duly taken approving the execution, delivery and performance of this Agreement.
22. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
23. Breach of Warranty. It is agreed that if the warranty made by the Lessor in Section 20 above is breached, and it is found that the Lessor does not have the legal right to make this Agreement, the Lessee may receive damages, including, but not limited to, twice the fees already paid to the Lessor, plus administrative and constructive fees and attorneys' fees.
24. Total Agreement. This Agreement supersedes all previous agreements, whether written or oral, between the Lessor and the Lessee, for the use and operation of the Lessee's Facilities on Owner's real Property and there are no other provisions, terms or conditions to this Agreement except as expressed herein.
25. Utilities. Beginning on the date Lessee takes possession of the Leased Property, Lessee shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Leased Property, including, but not limited to, gas, water, (including water of domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services and any similar service. In the event that any charge for any utility supplied to the Leased Property is not paid by Lessee to the supplier when due, the Lessor may, but shall not be required to, pay such charge for and on behalf of Lessee, with any such amount paid by Lessor being repaid by Lessee to Lessor as additional rent promptly upon demand. Additionally, if Lessor shall elect to supply any utilities to the Leased Property, the Lessee shall pay to Lessor the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Lessor agrees that the cost to Lessee of any utilities supplied by Lessor shall not exceed the amount Lessee would have paid if it independently obtained such service from the local utility supplier to the extent that a relationship exists.

Lessor and Lessee hereby agree that Lessor shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Lessor's alteration, repair or improvement of the Property.

26. Taxes. Lessee shall be responsible for the payment of all general real estate taxes assessed against the Leased Property for any improvements erected on the Leased Property by Lessee or on other

personal property owned by the Lessee, whether or not such taxes, liens or other charges are levied against it or against Lessor. Lessor shall present a copy of the paid tax bill to Lessee for reimbursement within 90 days of payment by Lessor.

27. Additional Taxes. If Lessor is assessed additional taxes or if its present taxes are increased as a result of any value placed on Lessee's leasehold, fixtures or furnishings, or goods and services, then immediately upon demand and proof of tax increase, Lessee shall pay to Lessor the amount of said additional tax, or the amount of the increase.
28. Failure to Enforce. Failure of the Lessor to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment by Lessor of any of said rights or conditions and all obligations of the Lessee and rights of the Lessor shall survive the expiration or termination of this Agreement.
29. Equipment. It is agreed by the parties to this Agreement that title to all structures and improvements constructed, erected or placed upon the Leased Property by the Lessee, including Facilities and trade fixtures, shall vest with the Lessee.
30. Repairs and Maintenance. The Lessee shall, at its own expense, make all necessary repairs and replacements to the Leased Property and to any of the structures erected thereon by the Lessee at its expense. Such repairs and replacements, ordinary as well as extraordinary, and other structural and non-structural maintenance shall be made promptly. The Lessee shall at times during the term of this Agreement and any extensions or renewals maintain in good safe condition any of its Facilities and improvements established on the Leased Property. The Lessor shall be responsible for grass and weed trimming.
31. Restoration. Upon request of Lessor, or upon Lessee's decision, said structures and improvements shall be removed by Lessee within 90 days after the expiration, cancellation or termination of this Agreement, or as soon as possible if weather or frozen ground delays the work in this paragraph. The surface of the Leased Property shall be restored, as nearly as practicable, to the same condition as it was prior to the initial construction of structures, and any subsequent maintenance, repair and removal of the above-described Facilities. With respect to any cement foundations that were installed by Lessee, the Lessee agrees that it shall dig down one (1) foot below grade, cover with topsoil and seed. Lessee shall completely remove any cement foundations at the request of Lessor within one year of the expiration or termination of this Agreement.
32. Lessor's Right to Property. Lessee agrees to allow Lessor the right to use the portion of the Property not in use by the Lessee, provided such use does not interfere with Lessee's use of the Leased Property or the purpose or use of Lessee's tower, buildings, structures, anchors, guy wires, satellite dishes, or other Facilities.

The employees or agents of the Lessor shall have the right to enter upon the Leased Property at all reasonable times during the term of the Agreement for inspection of the Leased Property, and for any other activity related to its operations within the Leased Property.

33. Lessor Certificate. Lessor agrees to provide at any time, within 10 days of Lessee's written request, a statement certifying that this Agreement is unmodified and in full force and effect or, if there has been modifications, stating such modifications and that such modifications are in full force and effect, whether Lessee is in default of any of its obligations hereunder, and if so, reasonable details thereof, and such other statements as may reasonably be required by the Lessee, including that Lessor has no ownership interest in or lien on Lessee's Facilities on the Leased Property. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any person receiving such certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

LESSOR City of Riverside, Iowa

LESSEE MCC Iowa LLC

Print Name

Print Name

Title

Title

Date: _____

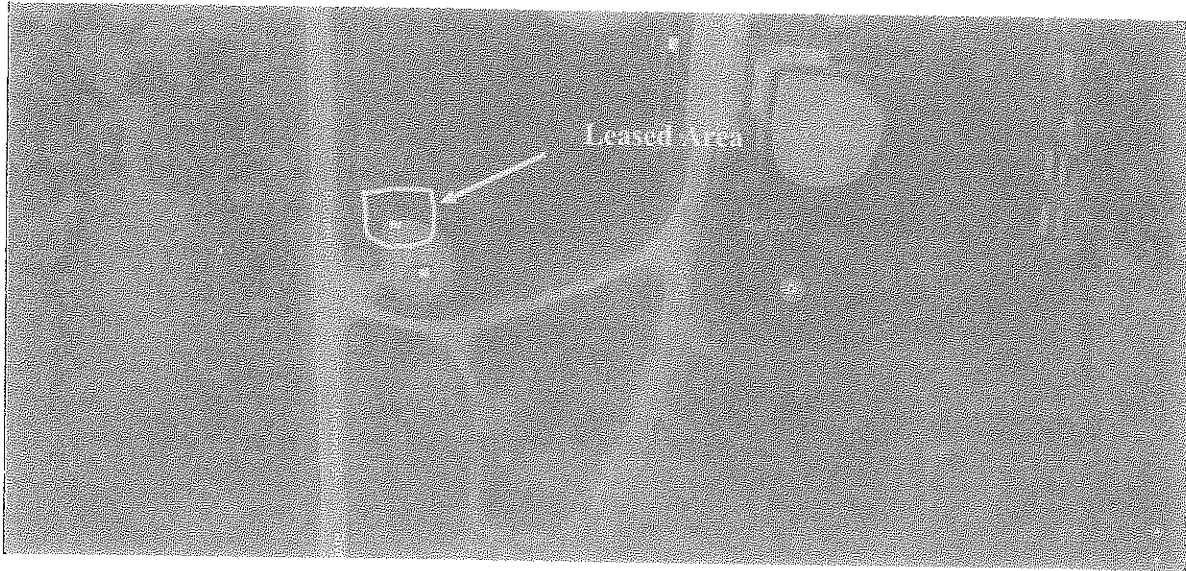
Date: _____

EXHIBIT A

The following described Real Estate situated in Riverside, County of Washington, in the State of Iowa, to wit:

Lot B of the west one-half of the Northwest one-quarter of Section 17, Township 77 North, Range 6 of the 5th P.M., Washington County, Iowa, as shown by Auditor's Plat, Plat Book 4, page 572, office of the County Recorder, Washington County, Iowa.

EXHIBIT B
(RIVERSIDE, IA)



MEMORANDUM OF LEASE

Preparer Information: James McKnight
Senior Director, Legal Affairs
MCC Iowa LLC
One Mediacom Way
Mediacom Park, NY 10918
845-443-2636

Taxpayer Information: MCC Iowa LLC
Attn: Tax Department
One Mediacom Way
Mediacom Park, NY 10918

Return Document to: MCC Iowa LLC
Attn: Legal Department
One Mediacom Way
Mediacom Park, NY 10918

Landlord: City of Riverside, Iowa
60 Greene Street
Riverside, IA 52327

Tenant: MCC Iowa LLC

Legal Description: See Exhibit A

Document or Instrument number of previously recorded documents: 2013-2853

THIS IS A MEMORANDUM OF LEASE by and between City of Riverside, Iowa, ("Landlord"), and MCC Iowa LLC, a Delaware limited liability company ("Tenant"). For good and valuable consideration, Landlord has demised and let to Tenant, and Tenant has taken and leased from Landlord, the premises herein described for the term herein stated, for the rent and upon the terms and conditions of that certain lease by and between Landlord and Tenant of even date herewith (as the same may hereafter be amended, modified, supplemented or restated, the "Lease") upon the following terms:

Landlord: City of Riverside, Iowa
60 Greene Street
Riverside, IA 52327

Tenant: MCC Iowa LLC
One Mediacom Way
Mediacom Park, NY 10918

Date of Lease: Dated as of _____

Description
of Leased
Premises: See Exhibit A

Date of
Commencement
Of Term: June 1, 2023

Date of
Expiration
Of Term: May 31, 2028

Renewal
Options: Auto renews for additional 5 year term unless Tenant gives written notice of its desire not to renew at least 60 days prior to the expiration of the original term.

The purpose of this Memorandum of Lease is to give record notice of the Lease and the rights created thereby, all of which are hereby confirmed and this shall not have the effect of, in any way, amending, modifying, supplementing or abridging the Lease or any of its provisions as the same are now or may hereinafter be in force and effect. In the event of any conflict between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease under seal as of
Date: _____

LANDLORD: City of Riverside, Iowa

WITNESSES:

By:
Its:

Signature
Print Name: _____

Signature
Print Name: _____

ACKNOWLEDGEMENT

State of _____
County of _____

On _____, before me, _____, personally appeared _____, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public

Print Name: _____

My commission expires: _____

TENANT: MCC Iowa LLC

WITNESSES:

By: _____
Its: _____

Signature _____
Print Name: _____

Signature _____
Print Name: _____

ACKNOWLEDGEMENT

State of _____
County of _____

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for said State, appeared _____ to me personally known, who being be me duly sworn, did say that he/she is the _____ of said MCC Iowa LLC; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by him voluntarily executed.

Notary Public

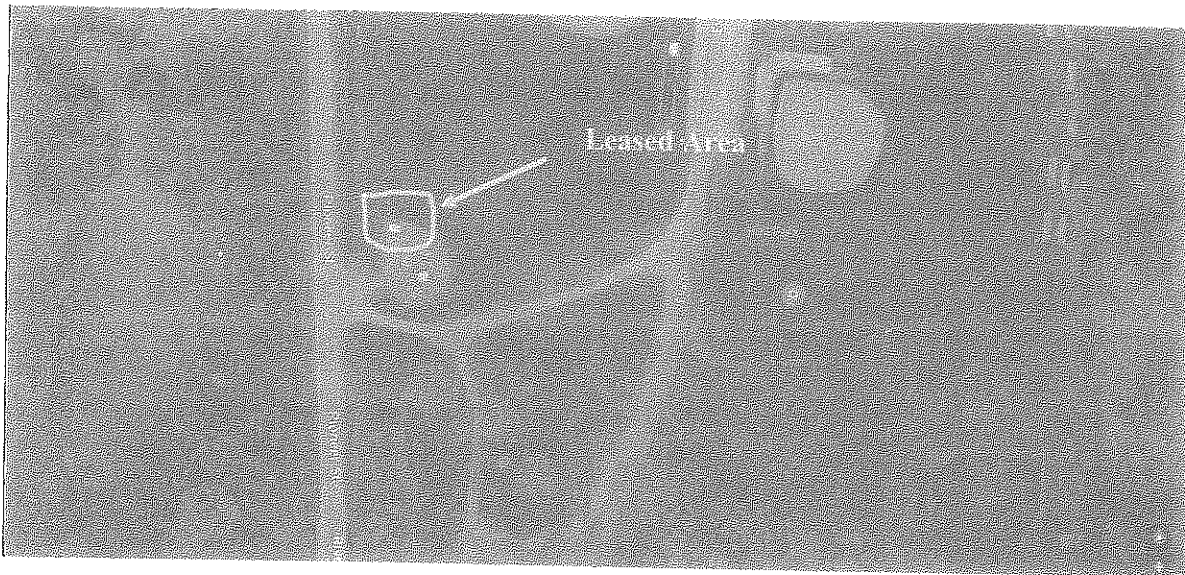
Print Name: _____

My commission expires: _____

EXHIBIT A

The following described Real Estate situated in Riverside, County of Washington, in the State of Iowa, to wit:

Lot B of the west one-half of the Northwest one-quarter of Section 17, Township 77 North, Range 6 of the 5th P.M., Washington County, Iowa, as shown by Auditor's Plat, Plat Book 4, page 572, office of the County Recorder, Washington County, Iowa.





Request for Proposals- City Attorney

The City of Riverside, population 1,055, requests letters of interest and qualifications for an attorney and/or firm to represent the city regarding legal matters. A contractual relationship will be considered.

Scope of Services for City Attorney

- Interpret and provide opinions on questions regarding a variety of legal issues.
- Review and provide written legal opinions on proposed ordinances, when requested.
- Prepare or revise and provide recommendations for proposed ordinances and resolutions.
- Interpret and provide staff and Council written opinions on questions interpreting City and State Code matters when requested.
- Act as legal advisor to all city officials, boards, and commissions.
- Attend meetings of the Council, boards, or commissions at the request of the Mayor, Council, or Administrator.
- Review materials prepared for the City Council and confer with the City Administrator and/or staff regarding issues that may need to be discussed prior to a meeting, including contracts, agreements, plats, and easements.
- Provide legal opinion on all contracts prior to approval by the City Council.
- Assist staff on personnel issues, including ancillary involvement in collective bargaining issues.
- Advise staff on planning and zoning issues.
- Advise staff on code enforcement and nuisance abatement issues.
- Prepare and review documents related to land acquisition and/or development.
- Represent the City in Magistrate's Court and Associate District Court where the City is a party.
- Provide any other general legal advice as needed.

Optional Scope of Services (Please provide qualifications in these areas if desired)

- Human Resources
- Labor Relations/Collective Bargaining
- Eminent Domain/Specialized Land Acquisition
- Specialized Litigation

Submittal of Qualifications

Letters of interest and qualifications must be submitted by November 9, 2023, 12:00 PM (Noon) to the following address:

Cole Smith, City Administrator
City of Riverside
60 N Greene St
PO Box 188
Riverside, IA 52327

Electronic submissions will be accepted at cityadmin@riversideiowa.gov.

Information required in the submittal:

- Letter highlighting related legal experience of the primary attorney(s) as well as the experience of that attorney's firm.
- Resume of all attorneys who would be providing services to the city.
- Hourly cost to retain the services of the attorney and/or firm (based on the proposed scope of services.)
- Attorneys should have at least three (3) years experience in municipal or criminal law.

Process and basis of selection

The City Council will select the candidates to be interviewed during its regular meeting on Monday, November 20, 2023. Interviews will take place on Monday, November 27, 2023. Once the attorney(s) and/or firm is/are chosen, the scope of services will be further defined, and a contract or employment agreement will be prepared to be acted upon by City Council.

The amount of expertise in municipal legal issues by the lead attorney and others within the firm and the estimated cost of services will be used to determine the selection of the successful firm/candidate, among other relevant factors.

Timeline

November 9: The city accepts proposals

November 20: City Council will select 2-3 firms to interview

November 27: City Council will interview firms at a work session

December 4: City Council will hire an attorney and work toward a finalized contract with the firm

January 2, 2024: The firm starts. An onboarding process will be created that works for both parties

The City of Riverside reserves the right to reject any and/or all proposals.

Questions should be directed to Cole Smith, City Administrator at (319) 648-3501 or

cityadmin@riversideiowa.gov