

CITY OF RIVERSIDE
CITY COUNCIL MEETING AGENDA
RIVERSIDE CITY COUNCIL CHAMBERS
60 GREENE ST
RIVERSIDE, IOWA 52327

Monday, March 03, 2025 @ 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. Public Hearing for the Awarding of Contract for the Cherry Lane Street Extension Project
 - a. Consider Resolution to Award Contract for the Cherry Lane Street Extension Project
(2025-16) pg 9
7. Public Hearing for the Awarding of Contract for the Hall Park Pickleball Courts Project
 - a. Consider Resolution to Award Contract for Hall Park Pickleball Courts Project
(2025-17) pg 13
8. Generator Repairs, Dennis Klinsky of Altorfer Power Systems
9. Riverside Fire Department Annual Report pg 14
10. City Engineer's Report (Axiom Consultants) pg 22
 - a. Community Center
 - b. Cherry Lane Extension
 - c. Pickleball Courts
 - d. CDBG Downtown Revitalization
 - e. Building Inspections
 - f. Security and Access Control
 - g. Miscellaneous
11. City Administrator's Report
 - a. Hotel/Motel Grants pg 23
 - i. Consider resolution to award 2025 Hotel/Motel Grants (2025-18) pg 39
 - b. FY2026 Budget Plan & Proposed Property Taxes pg 40
 - i. Consider resolution to set FY2026 Proposed Property Tax Public Hearing for April 7, 2025. (2025-19) pg 42

- c. Building Inspections pg 43
 - i. Consider resolution to approve contract with Goerdts Inspections and Consultation Services, LLC for building inspection and code enforcement services (2025-20) pg 51
 - ci. Siren Location Updates
- 12. Closing Comments
- 13. Motion to Adjourn

RIVERSIDE CITY COUNCIL MEETING: Tuesday, February 18, 2025

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 Ryan Rogerson, Kevin Kiene, Lois Schneider and Kevin Mills present. Tom Sexton was absent.

Schneider moved, seconded by Mills to approve the agenda moving item #10b Solid Waste & Recycling Proposals after agenda item #6. Passed 4-0.

Rogerson moved, seconded by Kiene to approve the consent agenda of minutes, expenditures, and January Fire Department report. Passed 4-0.

Amber Talbot of Paws & More provided an annual update on animal control services, the organization's new facility, and a 28E agreement renewal.

Motion made by Rogerson, seconded by Kiene to open Security & Access Control Project Public Hearing at 6:05 pm. Passed 4-0.

No comments were made by the public.

Motion made by Rogerson, seconded by Schneider to close the Public Hearing at 6:07 pm. Passed 4-0.

Motioned by Rogerson, seconded by Kiene to pass Resolution 2025-13 approving the final plans, scope of work, cost estimate, and bid letting process for the Security & Access Control Project. Passed 4-0.

Motioned by Rogerson, seconded by Schneider to pass Resolution 2025-14 awarding the Solid Waste and Recycling Services to Lakeshore Recycling Systems with a term of July 1, 2025 to June 30, 2030.

Jed Wolf, PeopleService, Inc. presented the January water and wastewater operations report. Wolf reported on membrane replacement and pH/Conductivity probe installation.

City Admin Smith gave an update on the City Engineer's Report consisting of updates on PCC Improvements, Community Center, Cherry Lane Street Extension Project, Hall Park Pickleball Courts, CDBG Downtown Revitalization Project, Building Inspections and City Facility Security & Access Control Project.

Motioned by Rogerson, seconded by Kiene to approve submission of the WCRF Municipal Grant application for the Hall Park Pickleball Court Project. Passed 4-0.

Rogerson motioned, seconded by Mills for a 5-minutes recess. Meeting resumed at 6:58pm.

Motioned by Rogerson, seconded by Kiene to pass Resolution 2025-15 to approve Pay Request #2 for UV Disinfection System Replacement to WRH, Inc. in the amount of \$5,225.00. Passed 4-0.

Rogerson motioned, seconded by Mills, to table the contract with Goerdts Inspections and Consultation Services, LLC for building and code enforcement services until the next meeting. Passed 4-0.

City Council reviewed January financials.

Schneider moved, second by Kiene to adjourn at 7:33 pm. Passed 4-0.

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

Tuesday, February 25th, 2025 at 6:00 pm – Work Session

Monday, March 3rd, 2025 at 6:00 pm – City Council Meeting

Monday, March 17th, 2025 at 6:00 pm – City Council Meeting

ATTEST:



Stephanie Thomann, City Clerk


Allen Schneider (Feb 24, 2025 19:10 CST)

Allen Schneider, Mayor

	EXPENDITURES March 03, 2025			
	COUNCIL MEETING	BILLS		
1	ACCESS SYSTEMS	COPIER LEASE	001-5-650-6496	\$501.60
2	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$1,439.22
3	ALLIANT ENERGY	SEWER	610-5-815-6371	\$1,156.61
4	ALLIANT ENERGY	PARKS	001-5-430-6371	\$316.60
5	ALLIANT ENERGY	FIRE STATION	002-5-150-6330	\$769.34
6	ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$329.63
7	ALLIANT ENERGY	WATER	600-5-810-6371	\$347.02
8	AXIOM CONSULTANTS	ON CALL \ MEETINGS	001-5-650-6407	\$5,358.75
9	AXIOM CONSULTANTS	COMMUNITY CENTER	301-5-750-6786	\$8,712.50
10	AXIOM CONSULTANTS	CHERRY LN EXT	301-5-750-6751	\$4,761.25
11	AXIOM CONSULTANTS	PICKLEBALL	301-5-750-6744	\$10,465.00
12	AXIOM CONSULTANTS	ACCESS & SECURITY	001-5-650-6407	\$11,178.75
13	CELL STIPEND - S. THOMANN	CELL STIPEND	001-5-650-6373	\$50.00
14	CELL STIPEND - COLE SMITH	CELL STIPEND	001-5-650-6373	\$50.00
15	CELL STIPEND - LOGAN MICHEL	CELL STIPEND	001-5-210-6373	\$50.00
16	CELL STIPEND - BRYAN LENZ	CELL STIPEND	001-5-430-6373	\$50.00
17	HENRY SCHEIN	ELECTRODE PAD KIT	002-5-150-6370	\$179.27
18	HENRY SCHEIN	ELK LIFTER W/PUMP	002-5-150-6375	\$1,773.00
19	JOHNSON COUNTY REFUSE	FEB CARTS	001-5-950-6499	\$7,464.00
20	KUM & GO	FD-FUEL	002-5-150-6350	\$190.27
21	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$138.29
22	MID AMERICAN ENERGY	FD	002-5-150-6330	\$233.12
23	MID AMERICAN ENERGY	CITY HALL	001-5-650-6371	\$71.59
24	MIDWEST ALARM	PROXIMITY READER\LABOR	002-5-150-6310	\$971.34
25	MIDWEST FRAME & AXLE	REPAIRS & MAINTENANCE	110-5-210-6331	\$318.94
26	OFFICE EXPRESS	PAPER	001-5-650-6506	\$187.96
27	PEOPLE SERVICE	SERVICE	600-5-810-6500	\$13,140.50
28	PEOPLE SERVICE	SERVICE	610-5-815-6500	\$13,140.50
29	SHARON TELEPHONE	CITY HALL	001-5-650-6373	\$168.20
30	SHARON TELEPHONE	FD	002-5-150-6332	\$203.20
31	SHARON TELEPHONE	SHOP	001-5-210-6373	\$40.83
32	SHARON TELEPHONE	WTP	600-5-810-6373	\$40.83
33	SHARON TELEPHONE	WWTP	610-5-815-6373	\$40.83
34	RHINO	WWTP MEMBRANES	600-5-810-6374	\$79,710.00
35	RIVERSIDE HISTORY CENTER	HOTEL MOTEL GRANT 2ND PYMT	001-5-650-6413	\$11,000.00
36	VEENSTRA & KIMM INC	PROFESSIONAL SERVICES	301-5-750-6798	\$708.50
37	VISA	IMPI STAFF TRAINING	001-5-520-6240	\$256.00
38	VISA	OFFICE SUPPLIES	001-5-650-6506	\$266.21
39	VISA	FD - IFA MEMBERSHIP	002-5-150-6345	\$567.00
40	VISA	YOUTUBE TV	002-5-150-6357	\$88.80
41	WALKER	SIGN RENTAL	001-5-520-6799	\$300.00
	TOTAL BILLS*****			\$176,735.45
42	DELTA DENTAL	DEN/VIS - FEB	001-5-430-6150	\$251.58
43	WELLMARK	BC/BS - FEB	001-5-620-6150	\$3,296.26
44	US CELLULAR	FD	002-5-150-6332	\$73.95
45	VERIZON	GATEWAYS	600-5-810-6373	\$63.56
46	LINCOLN NAT'L LIFE	LIFE INS - FEB	001-5-620-6150	\$353.87
	*****	TOTAL PAID BILLS		\$4,039.22
	*****	TOTAL EXPENDITURES		\$180,774.67
	EXPENDITURES by FUND			
	GENERAL FUND			\$28,571.50
	FIRE DEPARTMENT			\$5,049.29
	ROAD USE FUND			\$318.94
	CASINO			\$11,000.00
	CAPITAL PROJECTS			\$15,934.75
	COMMUNITY CENTER			\$8,712.50
	WATER FUND	5		\$93,301.91
	SEWER FUND			\$14,337.94
	TOTAL EXPENDITURES			\$ 177,226.83



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February 21, 2025

City of Riverside
Attn: Cole Smith, City Administrator
60 Greene Street
Riverside, IA 52327

Re: Award Recommendation for Cherry Lane Extension (10441-10008 | 240021)

Dear Mr. Smith,

Bids were received by the City of Riverside on Thursday, February 20, at 3:00 p.m. for the above referenced project. The bid opening immediately followed, and bids were opened and read aloud. We received five (5) qualified bids for the Cherry Lane Extension project. All bids were accompanied by the required Bid Form acknowledging the appropriate number of addenda.

Below is a summary of bids:

- Difference between low bidder and high bidder - \$98,389.17
 - Low Bid: \$247,887.77 Jones Contracting Corp.
 - Second Bid: \$252,739.94 All American Concrete Inc.
 - Third Bid: \$258,393.94 J&L Construction, LLC
- Engineer's Estimate: \$ 337,000.00

Our recommendation to the City of Riverside is to accept **Jones Contracting Corp.'s** Base Bid of \$247,887.77. If the City accepts this recommendation, we will begin writing and routing contracts to the respective contractor and coordinate a preconstruction meeting accordingly.

Please feel free to contact me with questions. We look forward to completing this project for the City of Riverside.

Respectfully,

A handwritten signature in black ink that reads "Brian A. Boelk".

Brian A. Boelk, PE
Principal – Axiom Consultants, LLC



BID TABULATION

PROJECT NAME: City of Riverside - Cherry Lane Extension

PROJECT NUMBER: 10441-10008 (240021)

DATE: 2/20/2025 3:00PM

60 Greene Street

BID LOCATION: Riverside, IA

PAGE: 1 of 1

COMPANY NAME	JONES CONTRACTING CORP.	ALL AMERICAN CONCRETE INC.	J&L CONSTRUCTION, LLC	HEUER CONSTRUCTION INC.	BOOMERANG CORP
BID BOND/SECURITY (5%)	YES	YES	YES	YES	YES
BASE BID	\$247,887.77	\$252,739.94	\$258,393.94	\$259,300.65	\$346,276.94
ADDENDUM 1 ACKNOWLEDGED	YES	YES	YES	YES	YES
NOTES:					

00 4100 BID FORM: BASE BID UNIT PRICING - RIVERSIDE CHERRY LANE EXTENSION				JONES CONTRACTING CORP.		ALL AMERICAN CONCRETE INC.		J&L CONSTRUCTION LLC		HEUER CONSTRUCTION INC.		BOOMERANG CORP.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	LS	1.00	\$ 2,000.00	\$ 2,000.00	\$ 475.00	\$ 475.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
2	TOPSOIL, ON-SITE	CY	484.00	\$ 10.80	\$ 5,227.20	\$ 16.00	\$ 7,744.00	\$ 7.00	\$ 3,388.00	\$ 8.00	\$ 3,872.00	\$ 4.00	\$ 1,936.00
3	EXCAVATION, CLASS 10	CY	858.00	\$ 14.70	\$ 12,612.60	\$ 16.00	\$ 13,728.00	\$ 17.75	\$ 15,229.50	\$ 13.00	\$ 11,154.00	\$ 30.00	\$ 25,740.00
4	SUBGRADE PREPARATION	SY	2,025.00	\$ 0.75	\$ 1,518.75	\$ 2.50	\$ 5,062.50	\$ 1.95	\$ 3,948.75	\$ 1.50	\$ 3,037.50	\$ 0.10	\$ 202.50
5	COMPACTION TESTING	LS	1.00	\$ 1,850.00	\$ 1,850.00	\$ 2,453.00	\$ 2,453.00	\$ 2,700.00	\$ 2,700.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
6	BELOW GRADE EXCAVATION (CORE OUT & REPLACE WITH 3/4" ROAD STONE)	CY	200.00	\$ 52.00	\$ 10,400.00	\$ 72.00	\$ 14,400.00	\$ 46.00	\$ 9,200.00	\$ 80.00	\$ 16,000.00	\$ 70.00	\$ 14,000.00
7	4" MODIFIED SUBBASE	TON	127.00	\$ 25.80	\$ 3,276.60	\$ 29.00	\$ 3,683.00	\$ 24.00	\$ 3,048.00	\$ 29.00	\$ 3,683.00	\$ 40.00	\$ 5,080.00
8	6" MODIFIED SUBBASE	TON	447.20	\$ 24.85	\$ 11,112.92	\$ 26.00	\$ 11,627.20	\$ 24.00	\$ 10,732.80	\$ 26.00	\$ 11,627.20	\$ 40.00	\$ 17,888.00
9	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	31.00	\$ 47.65	\$ 1,477.15	\$ 90.00	\$ 2,790.00	\$ 48.00	\$ 1,488.00	\$ 121.00	\$ 3,751.00	\$ 200.00	\$ 6,200.00
10	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	40.00	\$ 49.65	\$ 1,986.00	\$ 100.00	\$ 4,000.00	\$ 74.00	\$ 2,960.00	\$ 76.00	\$ 3,040.00	\$ 210.00	\$ 8,400.00
11	SUBDRAIN, PERFORATED PLASTIC PIPE, 6IN.	LF	595.00	\$ 8.10	\$ 4,819.50	\$ 20.00	\$ 11,900.00	\$ 15.80	\$ 9,401.00	\$ 14.25	\$ 8,478.75	\$ 16.00	\$ 9,520.00
12	INTAKE, SW-509	EACH	2.00	\$ 7,012.00	\$ 14,024.00	\$ 8,900.00	\$ 17,800.00	\$ 7,075.00	\$ 14,150.00	\$ 5,700.00	\$ 11,400.00	\$ 8,000.00	\$ 16,000.00
13	INTAKE, SW-545	EACH	1.00	\$ 5,280.00	\$ 5,280.00	\$ 10,300.00	\$ 10,300.00	\$ 8,600.00	\$ 8,600.00	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00
14	PAVEMENT, PCC, 7 IN.	SY	1,084.90	\$ 63.30	\$ 68,674.17	\$ 49.00	\$ 53,160.10	\$ 56.50	\$ 61,296.85	\$ 60.50	\$ 65,636.45	\$ 54.00	\$ 58,584.60
15	CURB AND GUTTER, 24" WIDE, 7" THICKNESS	LF	383.30	\$ 39.50	\$ 15,140.35	\$ 41.00	\$ 15,715.30	\$ 28.00	\$ 10,732.40	\$ 51.50	\$ 19,739.95	\$ 24.00	\$ 9,199.20
16	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00	\$ 2,000.00	\$ 2,000.00	\$ 1,820.00	\$ 1,820.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 200.00	\$ 200.00
17	SIDEWALK, PCC, 4 IN.	SY	128.40	\$ 46.00	\$ 5,906.40	\$ 48.00	\$ 6,163.20	\$ 58.75	\$ 7,543.50	\$ 94.50	\$ 12,133.80	\$ 60.00	\$ 7,704.00
18	SIDEWALK, PCC 6 IN.	SY	443.20	\$ 61.00	\$ 27,035.20	\$ 65.50	\$ 29,029.60	\$ 63.25	\$ 28,032.40	\$ 68.00	\$ 30,137.60	\$ 64.00	\$ 28,364.80
19	DETECTABLE WARNINGS	SY	111.00	\$ 35.00	\$ 3,885.00	\$ 50.00	\$ 5,550.00	\$ 50.00	\$ 5,550.00	\$ 40.00	\$ 4,440.00	\$ 50.00	\$ 5,550.00
20	PAVEMENT REMOVAL	SY	925.00	\$ 8.35	\$ 7,723.75	\$ 9.00	\$ 8,325.00	\$ 12.50	\$ 11,562.50	\$ 8.00	\$ 7,400.00	\$ 10.00	\$ 9,250.00
21	SIGN INSTALLATION	LS	1.00	\$ 4,068.00	\$ 4,068.00	\$ 2,900.00	\$ 2,900.00	\$ 4,100.00	\$ 4,100.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
22	TRAFFIC SIGN REMOVAL	LS	1.00	\$ 500.00	\$ 500.00	\$ 660.00	\$ 660.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00
23	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	13.20	\$ 570.00	\$ 7,524.00	\$ 150.00	\$ 1,980.00	\$ 200.00	\$ 2,640.00	\$ 340.00	\$ 4,488.00	\$ 250.00	\$ 3,300.00
24	PAINTED SYMBOLS AND LEGENDS, SOLVENT/WATERBORNE	EACH	2.00	\$ 100.00	\$ 200.00	\$ 110.00	\$ 220.00	\$ 75.00	\$ 150.00	\$ 125.00	\$ 250.00	\$ 155.00	\$ 310.00
25	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$ 1,600.00	\$ 1,600.00	\$ 2,125.00	\$ 2,125.00	\$ 4,500.00	\$ 4,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00
26	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING-TYPE 1	ACRE	0.40	\$ 8,000.00	\$ 3,200.00	\$ 8,000.00	\$ 3,200.00	\$ 8,000.00	\$ 3,200.00	\$ 6,550.00	\$ 2,620.00	\$ 11,000.00	\$ 4,400.00
27	TEMPORARY SEEDING, FERTILIZING, AND MULCHING-TYPE 4	ACRE	0.40	\$ 1,000.00	\$ 400.00	\$ 1,100.00	\$ 440.00	\$ 1,000.00	\$ 400.00	\$ 1,000.00	\$ 400.00	\$ 1,400.00	\$ 560.00
28	WATERING	EACH	4.00	\$ 400.00	\$ 1,600.00	\$ 440.00	\$ 1,760.00	\$ 400.00	\$ 1,600.00	\$ 1,000.00	\$ 4,000.00	\$ 600.00	\$ 2,400.00
29	FILTER SOCK, 9 IN.	LF	980.00	\$ 1.50	\$ 1,470.00	\$ 1.65	\$ 1,617.00	\$ 1.50	\$ 1,470.00	\$ 3.00	\$ 2,940.00	\$ 3.00	\$ 2,940.00
30	FILTER SOCKS, REMOVAL	LF	980.00	\$ 0.01	\$ 9.80	\$ 0.01	\$ 9.80	\$ 0.01	\$ 9.80	\$ 0.10	\$ 98.00	\$ 0.01	\$ 9.80
31	RIP RAP, CLASS D	TON	20.00	\$ 61.60	\$ 1,232.00	\$ 90.00	\$ 1,800.00	\$ 59.00	\$ 1,180.00	\$ 57.00	\$ 1,140.00	\$ 80.00	\$ 1,600.00
32	SILT FENCE OR SILT FENCE DITCH CHECK	LF	622.00	\$ 1.75	\$ 1,088.50	\$ 1.65	\$ 1,026.30	\$ 1.50	\$ 933.00	\$ 2.00	\$ 1,244.00	\$ 3.00	\$ 1,866.00
33	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	622.00	\$ 0.25	\$ 155.50	\$ 0.01	\$ 6.22	\$ 0.01	\$ 6.22	\$ 0.10	\$ 62.20	\$ 0.01	\$ 6.22
34	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	622.00	\$ 0.25	\$ 155.50	\$ 0.01	\$ 6.22	\$ 0.01	\$ 6.22	\$ 0.10	\$ 62.20	\$ 0.01	\$ 6.22
35	INLET PROTECTION DEVICE	EACH	7.00	\$ 150.00	\$ 1,050.00	\$ 165.00	\$ 1,155.00	\$ 150.00	\$ 1,050.00	\$ 120.00	\$ 840.00	\$ 217.80	\$ 1,524.60
36	INLET PROTECTION DEVICE, MAINTENANCE	EACH	7.00	\$ 40.00	\$ 280.00	\$ 5.50	\$ 38.50	\$ 5.00	\$ 35.00	\$ 25.00	\$ 175.00	\$ 55.00	\$ 385.00
37	MOBILIZATION	LS	1.00	\$ 15,909.88	\$ 15,909.88	\$ 6,500.00	\$ 6,500.00	\$ 19,950.00	\$ 19,950.00	\$ 7,500.00	\$ 7,500.00	\$ 75,000.00	\$ 75,000.00
38	MAINTENANCE OF POSTAL SERVICE	LS	1.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 1,250.00	\$ 250.00	\$ 250.00	\$ 6,000.00	\$ 6,000.00
39	CONCRETE WASHOUT	LS	1.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 250.00
TOTAL BASE BID CONSTRUCTION COST				\$	247,892.77	\$	252,419.94	\$	258,393.94	\$	263,800.65	\$	346,276.94

RESOLUTION #2025-XX

**RESOLUTION TO AWARD THE CONTRACT FOR THE CHERRY LANE STREET
EXTENSION PROJECT**

WHEREAS, the City of Riverside held a public hearing on February 3rd, 2025 at 6:00 pm for the review of final plans, cost estimates, and bid letting process on the Cherry Lane Street Extension Project, and notices were published according to the legal requirements of the State of Iowa; and

WHEREAS, the City of Riverside City Council in collaboration with Trees Forever and the 2021-2022 Iowa's Living Roadways Community Visioning Riverside Committee identified this project as a need for public safety improvement; and

WHEREAS, the City Council received bids for said construction that were opened at 3:00 pm on February 20th, 2025 at Riverside City Hall, 60 Greene Street, Riverside, Iowa.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Riverside, Iowa does hereby award the contract for the Cherry Lane Street Extension Project to _____ in the amount of _____.

BE IT FURTHER RESOLVED, by the City Council of Riverside, Iowa that the Mayor and City Administrator are hereby authorized and directed to execute said resolution.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by the Riverside City Council on this 3rd day of March 2025.

Signed: _____ Date _____

Allen Schneider, Mayor

Signed: _____ Date _____

Stephanie Thomann, City Clerk



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February 21, 2025

City of Riverside
Attn: Cole Smith, City Administrator
60 Greene Street
Riverside, IA 52327

Re: Award Recommendation for Hall Park Pickleball Courts (10441-10011 | 240132)

Dear Mr. Smith,

Bids were received by the City of Riverside on Thursday, February 20, at 2:00 p.m. for the above referenced project. The bid opening immediately followed, and bids were opened and read aloud. We received three (3) qualified bids for the Hall Park Pickleball Courts project.

Below is a summary of bids:

- Difference between low bidder and high bidder - \$27,535.83
 - Low Bid: \$216,192.67 Bowker Pinnacle Mechanical
 - Second Bid: \$228,375.30 All American Concrete Inc.
 - Third Bid: \$243,728.50 Hansen Asphalt
- Engineer's Estimate: \$205,000.00

Our recommendation to the City of Riverside is to accept **Bowker Pinnacle Mechanical's** Base Bid of \$216,192.67. If the City accepts this recommendation, we will begin writing and routing contracts to the respective contractor and coordinate a preconstruction meeting accordingly.

Please feel free to contact me with questions. We look forward to completing this project for the City of Riverside.

Respectfully,

A handwritten signature in black ink, appearing to read 'Brian A. Boelk', written in a cursive style.

Brian A. Boelk, PE
Principal – Axiom Consultants, LLC



PROJECT NAME: City of Riverside - Hall Park Pickleball Courts

PROJECT NUMBER: 10441-10011 (240132)

DATE: 2/20/2025 2:00PM

60 Greene Street

BID LOCATION: Riverside, IA

PAGE: 1 of 1

COMPANY NAME	BOWKER PINNACLE MECHANICAL	ALL AMERICAN CONCRETE INC.	HANSEN ASPHALT
BID BOND/SECURITY (5%)	YES	YES	YES
BASE BID	\$216,192.67	\$228,375.30	\$243,728.50
ADDENDUM 1 ACKNOWLEDGED	NO PAPER ACKNOWLEDGEMENT. BIDDER VERBALLY ACKNOWLEDGED.	YES	YES
ADDENDUM 2 ACKNOWLEDGED	NO PAPER ACKNOWLEDGEMENT. BIDDER VERBALLY ACKNOWLEDGED.	YES	YES
ADDENDUM 3 ACKNOWLEDGED	NO PAPER ACKNOWLEDGEMENT. BIDDER VERBALLY ACKNOWLEDGED.	YES	YES
NOTES:			The total base bid was not totaled up on the bid submitted. Axiom added up the bid item totals. Two errors on item subtotals.

00 4100 BID FORM: BASE BID UNIT PRICING - RIVERSIDE HALL PARK PICKLEBALL COURTS				BOWKER PINNACLE MECHANICAL		ALL AMERICAN CONCRETE INC.		HANSEN ASPHALT	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	LS	1.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00
2	TOPSOIL, ON-SITE	CY	430.00	\$ 25.00	\$ 10,750.00	\$ 16.00	\$ 6,880.00	\$ 15.00	\$ 6,450.00
3	EXCAVATION, CLASS 10	CY	3,056.00	\$ 15.00	\$ 45,840.00	\$ 22.50	\$ 68,760.00	\$ 20.00	\$ 61,120.00
4	SUBGRADE PREPARATION	SY	120.10	\$ 5.00	\$ 600.50	\$ 7.50	\$ 900.75	\$ 12.00	\$ 1,441.20
5	COMPACTION TESTING	LS	1.00	\$ 2,000.00	\$ 2,000.00	\$ 1,980.00	\$ 1,980.00	\$ 3,500.00	\$ 3,500.00
6	6" MODIFIED SUBBASE	TON	268.50	\$ 30.00	\$ 8,055.00	\$ 31.00	\$ 8,323.50	\$ 35.00	\$ 9,397.50
7	STORM SEWER, TRENCHED, PVC, 10 IN.	LF	130.00	\$ 66.65	\$ 8,664.50	\$ 27.00	\$ 3,510.00	\$ 40.00	\$ 5,200.00
8	PIPE APRON, METAL, 10"	EACH	1.00	\$ 300.00	\$ 300.00	\$ 650.00	\$ 650.00	\$ 800.00	\$ 800.00
9	PIPE APRON GUARD, METAL, 10" DIA.	EACH	1.00	\$ 350.00	\$ 350.00	\$ 390.00	\$ 390.00	\$ 800.00	\$ 800.00
10	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN.	LF	222.00	\$ 25.00	\$ 5,550.00	\$ 22.00	\$ 4,884.00	\$ 22.00	\$ 4,884.00
11	SUBDRAIN CLEANOUT, 6 IN.	EACH	2.00	\$ 1,200.00	\$ 2,400.00	\$ 810.00	\$ 1,620.00	\$ 900.00	\$ 1,800.00
12	SUBDRAIN CONNECTIONS	EACH	2.00	\$ 200.00	\$ 400.00	\$ 354.00	\$ 708.00	\$ 600.00	\$ 1,200.00
13	INSTAKE, 10" NYOPLAST DRAIN	EACH	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,540.00	\$ 1,540.00	\$ 1,900.00	\$ 1,900.00
14	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00	\$ 2,800.00	\$ 2,800.00	\$ 880.00	\$ 880.00	\$ 1,600.00	\$ 1,600.00
15	PAVEMENT, ASPHALT, 3.5" TYPE-BCL.1 BASE COURSE	SY	711.00	\$ 40.00	\$ 28,440.00	\$ 37.00	\$ 26,307.00	\$ 34.00	\$ 24,174.00
16	PAVEMENT, ASPHALT, 1.5" TYPE-A SURFACE COURSE	SY	711.00	\$ 22.00	\$ 15,642.00	\$ 20.00	\$ 14,220.00	\$ 18.00	\$ 12,798.00
17	COLOR SURFACING	SY	711.00	\$ 32.42	\$ 23,050.62	\$ 28.50	\$ 20,263.50	\$ 35.00	\$ 24,885.00
18	SIDEWALK, PCC, 6 IN.	SY	243.60	\$ 73.00	\$ 17,782.80	\$ 56.00	\$ 13,641.60	\$ 65.00	\$ 15,834.00
19	PAVEMENT REMOVAL	SY	0.90	\$ 100.00	\$ 90.00	\$ 244.00	\$ 219.60	\$ 350.00	\$ 315.00
20	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 600.00
21	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 1	ACRE	0.20	\$ 8,000.00	\$ 1,600.00	\$ 7,700.00	\$ 1,540.00	\$ 20,000.00	\$ 4,000.00
22	WATERING	EACH	1.00	\$ 1,400.00	\$ 1,400.00	\$ 1,155.00	\$ 1,155.00	\$ 400.00	\$ 400.00
23	FILTER SOCKS, 9 IN.	LF	677.00	\$ 4.00	\$ 2,708.00	\$ 3.30	\$ 2,234.10	\$ 2.00	\$ 1,354.00
24	FILTER SOCKS, REMOVAL	LF	677.00	\$ 0.25	\$ 169.25	\$ 0.25	\$ 169.25	\$ 1.00	\$ 677.00
25	CHAIN LINK FENCE, COMMERCIAL, BLACK VINYL COATED, 8' HT	LF	306.00	\$ 50.00	\$ 15,300.00	\$ 49.00	\$ 14,994.00	\$ 50.00	\$ 15,300.00
26	CHAIN LINK FENCE, COMMERCIAL, BLACK VINYL COATED, 4' HT	LF	100.00	\$ 54.00	\$ 5,400.00	\$ 54.00	\$ 5,400.00	\$ 50.00	\$ 5,000.00
27	GATES, 8' HT X 4' W	EACH	2.00	\$ 650.00	\$ 1,300.00	\$ 655.00	\$ 1,310.00	\$ 600.00	\$ 1,200.00
28	DEMOLITION WORK	LS	1.00	\$ 2,000.00	\$ 2,000.00	\$ 3,300.00	\$ 3,300.00	\$ 10,000.00	\$ 10,000.00
29	MOBILIZATION	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 11,500.00	\$ 11,500.00	\$ 16,000.00	\$ 16,000.00
30	CONCRETE WASHOUT	LS	1.00	\$ 100.00	\$ 100.00	\$ 385.00	\$ 385.00	\$ 600.00	\$ 600.00
31	PICKLEBALL NET ASSEMBLY	EACH	3.00	\$ 2,000.00	\$ 6,000.00	\$ 1,820.00	\$ 5,460.00	\$ 1,800.00	\$ 5,400.00
TOTAL BASE BID CONSTRUCTION COST				\$	216,192.67	\$	228,375.30	\$	243,129.70

RESOLUTION #2025-XX

RESOLUTION TO AWARD THE CONTRACT FOR THE HALL PARK PICKLEBALL COURTS PROJECT

WHEREAS, the City of Riverside held a public hearing on February 3rd, 2025 at 6:00 pm for the review of final plans, cost estimates, and bid letting process on the Hall Park Pickleball Project, and notices were published according to the legal requirements of the State of Iowa; and

WHEREAS, the City of Riverside City Council in collaboration with the City Engineering Firm, Axiom Consultants, has previously created a Master Plan for Hall Park in which Pickleball Courts were identified as a community need; and

WHEREAS, the City of Riverside has received numerous requests by members of the public to provide pickleball courts as well as donations supporting its development; and

WHEREAS, the City Council received bids for said construction and that were opened at 2:00 pm on February 20th, 2025 at Riverside City Hall, 60 Greene Street, Riverside, Iowa.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Riverside, Iowa does hereby award the contract for the Hall Park Pickleball Courts Project to _____ in the amount of _____.

BE IT FURTHER RESOLVED, by the City Council of Riverside, Iowa that the Mayor and City Administrator are hereby authorized and directed to execute said resolution.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by the Riverside City Council on this 3rd day of March 2025.

Signed: _____ Date _____

Allen Schneider, Mayor

Signed: _____ Date _____

Stephanie Thomann, City Clerk



2024 RFD Annual Report



2024 Call Volume

Total Calls – 264

Fire – 74

EMS – 165

No Response - 25

Incident Locations

City Limits - 84

Iowa Twp. - 53

Highland Twp. - 11

Jackson Twp. - 2


Casino – 55

Mutual Aid – 35

Hwy 218 - 24

Incident Statistics

Time of Day 0800 to 2200 - 200
2300 to 0700 - 64



Day of Week – Mon.(36)
Tues.(37) Wed.(30) Thurs(45)
Fri.(48) Sat. (38) Sun. (30)

2025 RFD Officers

Fire Chief – Chad Smothers

Assistant Chief – Riley Kleopfer

Deputy Chief – Toby Hancock

Captains –

- Chad Sexton
- Tony Simon
- Logan Michel
- Brett Walsh

RFD Personnel

34 Total Members 2025

10 EMS Certified Members (EMT – Paramedic)

2 Personnel on Military Leave

2025 Projects

RFD approved by State of Iowa to
be a provisional Paramedic service

Apparatus Funding Program

New Fire Engine

Host Washington County EMS
Training Day January 25th

Host Washington County Mutual Aid
Association Fire School March 29th

THANK YOU
FOR YOUR
SUPPORT



ENGINEER'S REPORT

PROJECT: City of Riverside
DATE: February 26, 2025
TO: City Council
TOPIC: Project Updates

Community Center

- OPN working to finalize two options with elevations and 3D renderings included.
- Steering Committee meeting scheduled.

Cherry Lane Extension

- Bids received and under Opinion of Cost.
- Recommendation to Award provided by Axiom.
- Construction to start early June.

Pickleball Courts

- Bids received and just over Opinion of Cost. Opinion of Costs did not include some late changes as it relates to playground demo and trail connection.
- Recommendation to Award provided by Axiom.
- Construction to start following TrekFest.

CDBG Downtown Revitalization

- All Building Owner contracts have been signed and obtained.
- Preconstruction meeting w/ contractor is getting scheduled.

Building Inspection

- Axiom continues to assist the City of Riverside with Building Inspection services until a new building inspector has been contracted.

Security and Access Controls Project

- Currently out for bid.
- Bids due March 14, 2025.

Miscellaneous

- MidAm gas easement finalized.
- Coordination w/ Streb took place regarding Sidewalk grade separation evaluated at 191 Rose Street. Contractor and Axiom to further evaluate following winter weather (heavy frost) being this occurred at expansion joints.
- Axiom coordinated with the City Attorney on letter to Streb regarding invoice from Stump for 21 E 3rd Street.

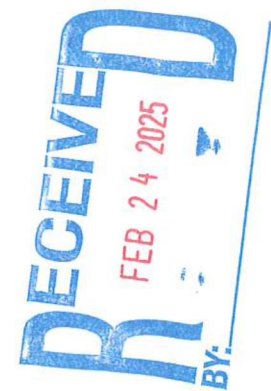
(25-26)



Trek
"Where the Best Begins"

Application for Funding FY 2025/2026

Please attach additional sheets as required



Fiscal Year 2025-2026 Hotel-Motel Tax

Tax Fund Grant Program

- About the program

The Hotel-Motel tax grant application provides non-profit organizations a mechanism to be considered for funding allocations derived from hotel/motel tax grant revenues. The funds are gross receipt revenues from the renting of all rooms where accommodations are furnished to transient guests for rent. State Code governs the use of revenues derived from the tax. All entities, excepting governmental entities, must be non-profit as recognized by the Internal Revenue Code of the United States to be eligible for the consideration of the allocation of these funds. All recommendations on allocations shall be subject to City Council approval.

INCOMPLETE APPLICATIONS WILL BE DISQUALIFIED FROM CONSIDERATION

General Information

Contact Person: Phil Richman Title: President
Mike A Meinders Title: Treasure

Email: voyagehomemuseum@sharontc.net

Organization Name: Riverside History Ctr-Voyage Home Museum Tax ID/Federal ID # 26-2338019

Organization Street Address: 361 East First Street Ste 3

City: Riverside State: Iowa Zip Code: 52327

Telephone: 319-648-2226 Fax: _____

Applications are due no later than ~~February 1~~, 2025, to the following address:

City of Riverside City Hall
60 Greene Street
PO Box 188
Riverside, Iowa 52327

History and Uses

The citizenry of the City of Riverside approved the implementation of the Hotel-Motel Tax in November of 2006 with the tax to become effective January 1, 2007. The percentage approved was seven percent and is imposed upon the gross receipts from the renting of all rooms, apartments, or sleeping quarters in any hotel, motel, inn, public lodging house, rooming house, tourist court, or in any place where sleeping accommodations are furnished to transient guests for rent. The intended use of the tax was to promote community development and tourism in Riverside.

State Code 423A.7 (4) (a) governs the use of revenue derived from the tax and provides that:

- 1) At least fifty percent of the revenues derived there from for the acquisition of sites for, or constructing, improving, enlarging, equipping, repairing, operating, or maintaining of recreation, convention, cultural, or entertainment facilities including but not limited to memorial buildings, halls, and monuments, civic center convention buildings, auditoriums, coliseums, and parking areas or facilities located at those recreation, convention, cultural, or entertainment facilities or the payment of principal and interest, when due, on bonds or other evidence of indebtedness issued by the County or City for those recreation, convention, cultural, or entertainment facilities, or for the promotion and encouragement of tourist and convention business in the City or County and surrounding areas.
- 2) The remaining revenues may be spent by the City or County, which levies the tax for any city or county operations authorized by law as a proper purpose for the expenditure within statutory limitations of City or County revenues derived from ad valorem taxes.

Eligibility and Allocation Procedures

All entities, excepting government entities, must be non-profit as recognized by the Internal Revenue Code of the United States to be eligible for the consideration of the allocation of these funds.

All recommendations on allocations shall be subject to City Council approval.

- 1) **Resolution:** Allows council members to allocate funding to requesting organizations through a resolution. Prior to allocating funding, organizations must provide written justifications for the funding requested. Justification would include how the funds will be spent, benefit provided to the City through funding their request, and the positive effect their organization will have on the community if the funding is granted. Eligible applicants would be defined as those organizations that qualify for one of the approved hotel-motel categories. Potential applicants for this funding would have a direct or clearly stated indirect potential impact on the future visitor or cultural enhancements. In addition, organizations submitting applications must provide compelling evidence as to why their particular "special project" should be funded.

Type of Grant (choice from category 1-4 below) # 1
Requested Amount: 22,000

Category 1: Community Culture and Education. Applicants are educational, cultural, and entertainment-oriented entities that are mission-driven and improve the overall quality of life in Riverside. Organizations must have 501 non-profit status under the Internal Revenue Code. Applicants must have regular hours they are open to the public or a regular series of events open to the public.

Category 2: Community Recreation and Events. Applicants are community recreational and event-oriented entities particularly for recreation activities, annual events or limited time events which illustrate a positive impact on the quality of life. Organizations must have 501 non-profit status under the Internal Revenue Code.

Category 3: New and Emerging Organizations and Events. Applicants are limited to a total of three successive annual applications for a new or emerging organization or event. The program or event shall show uniqueness, fulfill an

unmet need, or program, and have a positive impact on the quality of life. Organizations must have 501 non-profit status under the Internal Revenue Code.

Category 4: Service-Related Organizations. Applicants could apply on an annual basis. Organizations will need to describe the service they provide and the need in the city of Riverside.

Eligibility and Allocation Procedures

Required to be submitted with application:

- Mission Statement (optional)
- Current Board Member List
- Verify 501 non-profit status
- Annual financial statement

Part 1: Quantitative Section:

Provide basic quantitative data that is appropriate to your mission. Include the following: number of days open to public, performances, attendees, clients, demographic figures showing where the people who use your services or programs live, local economic impact, etc.

Part 2: Qualitative Section:

1. Describe cultural educational, recreational, or tourism value your hotel-motel funding request will provide in meeting your organization's mission statement and/or current strategic plan.
2. Identify special and/or unique opportunities your organization's hotel-motel funding request provides residents and tourists in such areas as leisure opportunities, educational opportunities, programs that promote diversity and cultural awareness, special programs, or collections, etc.
3. Identify ways in which your organization works with other organizations to bring visitors to Riverside. Address any of the following that occurred during the previous year: partnerships, collaborations, joint marketing, etc.
4. Detail what your organization has done in the past year to reduce your organization's need for hotel-motel funding. Include sponsorship of events, promotions, fund raising, cost sharing programs, etc.

Part 3: Fiscal Accountability:

Operating and/or capital requests will require current year budget detail breakdown, in addition a balance sheet showing most recent year-end assets, liabilities, and equity.

Quantitative Section

Briefly describe project (350 words or less)

City Responsibilities

The City, upon receipt from the State of Iowa, will promptly remit payments to grantees receiving funds starting with the first payment in September of each fiscal year.

Disbursements of **capital grants** will be made by the City upon presentation by the grantee of **paid** invoices or other documents in an acceptable form and content as prescribed by the City.

All disbursements of funds shall be subject to the City receiving collected funds from the State of Iowa Department of Revenue.

The City, as part of the annual budget process, will provide an opportunity to receive public input on the allocation of these funds.

The City shall not under any circumstances be obligated financially under this grant application program except to disburse those funds according to the budgeted allocations.

Assurances

Applicants hereby agree and acknowledge that:

They will expend funds, received because of this application, solely on the described project and programs included within the grant application documents within the fiscal year from which the grant is disbursed.

If they are awarded funds, applicants will include in all appropriate promotions, publicity, advertising, and in printed material the following credit line as applicable:

- *This project was partially supported by a Hotel-Motel Tax Fund grant from the City of Riverside.*
- *Our operations are partially supported by a Hotel-Motel Tax Fund grant from the City of Riverside.*
- *Our operations are and this project was partially supported by a Hotel-Motel Tax Fund grant from the City of Riverside.*

The filing of this application has been approved by the legally authorizing body of the applicant, if applicable.

The facts, figures and information contained in this application including all attachments, are true and correct.

Failure to comply with the administrative rules for this program will result in the forfeiture of funds allocated based upon this application grant.

All records of the grantee relating to this grant application are available during reasonable business hours to the City or their authorized representative upon request.

All records of the grantee related to this grant will be maintained for a period of three years following the date the final grant payment is made.

All grants acknowledge that the source of the grant it is requesting from the City comes from the hotel and motel tax applicable in the City of Riverside as contemplated by Iowa Code Chapter 423A.7(4)(a). The grantee specifically acknowledges the limited use that can be made of hotel and motel tax revenues and assures the City of Riverside that the grant will be used only for allowable purposes as specifically set forth in Iowa Code Chapter 423A.7(4)(a). The grantee additionally and specifically acknowledges and assures the City of Riverside that it will not use the grant for any purpose which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by the Iowa Code Section 423A.7 (4) (a) that it will reimburse, in full, the City of Riverside the entire amount of the grant.


Officer Signature

02-24-2025
Date


Officer Signature

2.24.2025
Date

Final Reporting

Organizations that received hotel-motel funding for fiscal year 2024/2025 will be required to submit a report by February 1, 2026, outlining how hotel-motel funding was used. This report should show how hotel-motel funding met the quantitative, qualitative, and fiscal accountability your organization provided in the hotel-motel application. This word document should be a maximum of 250 words. *Failure to file a report by February 1, 2026, with the City of Riverside may result in your organization being disqualified from requesting hotel-motel funding in the next fiscal year. Reports should be mailed to Riverside City Hall, P.O. Box 188, Riverside, Iowa 52327.*

The following items shall be included in the final report, if applicable:

- General attendance last year **3865**
- Paid visitor attendance last year **0**
- Attendance by school children last year **0**
- Number of full-time staff **0**
- Number of volunteers last year **8**
- Number of volunteer hours last year **6489**
- Regular meetings/agendas concerning your use of grant funds **Monthly**
- Days open to the public **6 days a week CLOSED Sunday & All Holidays**
- Number of out-of-town visitors (More than 100 mi.) **75 to 85 %**
- How are number of out-of-town visitors tracked **Signing our Captains Log**
- Local economic impact **Main Tourism Attraction in Riverside Iowa.**
- How your organization works **By our Volunteers . PS: In 2024 we lost 4 volunteers**
- Other information- provide information you believe the Council should know

If you receive a grant in this cycle, be prepared to provide this information in your final report.

Yes we will continue to provide the city with required information.

This grant will help meet our rent obligation as we have expanded our square footage by five rooms.

New Military display, BSA display, 1900s Kitchen display, Church's display, R&R display and our Riverside History display.



Trek "Where the ~~Best~~ Begins"

Application for Funding FY 2022/2023

Please attach additional sheets as required

Fiscal Year 2022-2023 Hotel-Motel Tax

Tax Fund Grant Program

- **About the program**

The Hotel-Motel tax grant application provides non-profit organizations a mechanism to be considered for funding allocations derived from hotel/motel tax grant revenues. The funds are gross receipt revenues from the renting of all rooms where accommodations are furnished to transient guests for rent. State Code governs the use of revenues derived from the tax. All entities, excepting governmental entities, must be non-profit as recognized by the Internal Revenue Code of the United States to be eligible for the consideration of the allocation of these funds. All recommendations on allocations shall be subject to City Council approval.

INCOMPLETE APPLICATIONS WILL BE DISQUALIFIED FROM CONSIDERATION

General Information

Contact Person: Travis Riggan **Title:** Trekfest Chairman & RACC PRES.

Email: triggan94@gmail.com or riversidetrekfest@gmail.com

Organization Name: Riverside Area Community Club **Tax ID/Federal ID #** 42-1465749

Organization Street Address: PO BOX 55

City: Riverside State: Iowa Zip Code: 52327

Telephone: 319-541-6394 Fax: _____

E-mail: triggan94@gmail.com or riversidetrekfest@gmail.com

Applications are due no later than April 13, 2022, to the following address:

**City of Riverside City Hall
60 N. Greene Street
PO Box 188
Riverside, Iowa 52327**

History and Uses

The citizenry of the City of Riverside approved the implementation of the Hotel-Motel Tax in November of 2006 with the tax to become effective January 1, 2007. The percentage approved was seven percent and is imposed upon the gross receipts from the renting of any and all rooms, apartments, or sleeping quarters in any hotel, motel, inn, public lodging house, rooming house, tourist court, or in any place where sleeping accommodations are furnished to transient guests for rent. The intended use of the tax was to promote community development and tourism in Riverside.

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- 1) At least fifty percent of the revenues derived there from for the acquisition of sites for, or constructing, improving, enlarging, equipping, repairing, operating, or maintaining of recreation, convention, cultural, or entertainment facilities including but not limited to memorial buildings, halls, and monuments, civic center convention buildings, auditoriums, coliseums, and parking areas or facilities located at those recreation, convention, cultural, or entertainment facilities or the payment of principal and interest, when due, on bonds or other evidence of indebtedness issued by the County or City for those recreation, convention, cultural, or entertainment facilities, or for the promotion and encouragement of tourist and convention business in the City or County and surrounding areas.
- 2) The remaining revenues may be spent by the City or County, which levies the tax for any city or county operations authorized by law as a proper purpose for the expenditure within statutory limitations of City or County revenues derived from ad valorem taxes.

Eligibility and Allocation Procedures

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funding is granted. Eligible applicants would be defined as those organizations that qualify for one of the approved hotel-motel categories. Potential applicants for this funding would have a direct or clearly stated indirect potential impact on the future visitor or cultural enhancements. In addition, organizations submitting applications must provide compelling evidence as to why their particular “special project” should be funded.

Type of Grant (choice from category 1-4 below) #2 Community Events
Requested Amount: \$25,000

Category 1: Community Culture and Education. Applicants are educational, cultural, and entertainment-oriented entities that are mission-driven and improve the overall quality of life in Riverside. Organizations must have 501 non-profit status under the Internal Revenue Code. Applicants must have regular hours they are open to the public or a regular series of events open to the public.

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Category 4: Service-Related Organizations. Applicants could apply on an annual basis. Organizations will need to describe the service they provide and the need in the city of Riverside.

Eligibility and Allocation Procedures

Required to be submitted with application:

- Mission Statement (optional)
- Current Board Member List
- Verify 501 non-profit status
- Annual financial statement

Part 1: Quantitative Section:

Provide basic quantitative data that is appropriate to your mission. Include the following: number of days open to public, performances, attendees, clients, demographic figures showing where the people who use your services or programs live, local economic impact, etc.

Part 2: Qualitative Section:

1. Describe cultural educational, recreational, or tourism value your hotel-motel funding request will provide in meeting your organization’s mission statement and/or current strategic plan.
2. Identify special and/or unique opportunities your organization’s hotel-motel funding request provides residents and tourists in such areas as leisure opportunities, educational opportunities, programs that promote diversity and cultural awareness, special programs, or collections, etc.

3. Identify ways in which your organization works with other organizations to bring visitors to Riverside. Address any of the following that occurred during the previous year: partnerships, collaborations, joint marketing, etc.
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Part 3: Fiscal Accountability:

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Quantitative Section

Briefly describe project (350 words or less)

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Assurances

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not use the grant for any purpose which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by the Iowa Code Section 423A.7 (4) (a) that it will reimburse, in full, the City of Riverside the entire amount of the grant.

Officer Signature

Date

Officer Signature

Date

Final Reporting

Organizations that received hotel-motel funding for fiscal year 2021/2022 will be required to submit a report by April 18, 2022, outlining how hotel-motel funding was used. This report should show how hotel-motel funding met the quantitative, qualitative, and fiscal accountability your organization provided in the hotel-motel application. This word document should be a maximum of 250 words. *Failure to file a report by April 18, 2022, with the City of Riverside may result in your organization being disqualified from requesting hotel-motel funding in the next fiscal year. Reports should be mailed to Riverside City Hall, P.O. Box 188, Riverside, Iowa 52327.*

The following items shall be included in the final report, if applicable:

1. General attendance last year
2. Paid visitor attendance last year
3. Attendance by school children last year
4. Number of full-time staff
5. Number of volunteers last year:
6. Number of volunteer hours last year:
7. Regular Meetings/Agendas concerning your use of grant funds

8. Days open to the public

9. Number of out-of-town visitors
(More than 100 mi.):

10. How are number of out-of-town visitors tracked:

11. Local economic impact:

12. How your organization works:

13. Other information- provide information you believe the Council should know:

If you receive a grant in this cycle, be prepared to provide this information in your final report.

Part 1 Qualitative Section

Trekfest is the annual celebration of Riverside's most famous fictional celebrity, Captain James T. Kirk. There are events for trekies and citizens alike. The entertainment is mainly free and is geared toward family-friendly events.

1. General attendance last year. Estimated around 4,000 on Thursday-Saturday
2. Paid Visitor attendance the previous year. There is no cost to attend the events listed in the budget.
3. Attendance by school-aged children last year. Approx. 700
4. Number of full-time staff. Zero
5. Number of Volunteers. 25 (I would love more)
6. Number of Volunteer hours for last year. Approx 2,000
7. Regular Meetings/Agenda concerning your use of the grant funds. One general meeting at least per month. And two to four project meetings per month.
8. Days open to the public. Three (June 26th-28th)
9. Number of out-of-town visitors. (100 miles) Approx. 750
10. What is the number of out-of-town visitors tracked? Registration for our free events or when signing into our museum. Another way we document this is when talking with people reaching out via social media. Last year Trekfest had people from 26 different states and one family from Canada and another from Europe.
11. Local economic impact. Visitors and residents attending Trekfest helped fund numerous Riverside area organizations through fundraisers during our event. The RACC club spends approximately half of its Trekfest earnings on capital improvements in the community.
12. How does your organization work? RACC is a group dedicated to improving the Riverside area through community service, event management, community fundraising, and social and educational advancement.

Part 2: Qualitative Section

1) Describe the cultural education, recreational, or tourism value your hotel-motel funding request will provide in meeting your organization's mission statement and/or current strategic plan.

Trekfest is the annual celebration of our most famous fictional future citizen, Captain James T. Kirk, and hosts many events that attract people from all ages and walks of life. There are also plenty of community events. Almost all events are free of charge and family-friendly. There are volleyball and youth baseball games, a parade,

inflatables/water slides, bands, bingo, trivia, and a scale model show, just to name a few.

2) Identify special and/or unique opportunities your organization's hotel-motel funding request provides residents and tourists in leisure opportunities, educational opportunities, programs that promote diversity and cultural awareness, special programs or collections, etc.

Trekfest is a unique opportunity that puts Riverside at the center of the area for one weekend of the year. Papers from Washington, Cedar Rapids, Iowa City, and Kalona featured the event and the town. The Cedar Rapids Gazette picked Trekfest as one of the three best bets for entertainment on a heavily competitive weekend. Iowa News Now and Iowa Public TV also put together five-minute segments regarding last year's event and how it came about. This year, Iowa News Now has reached out about wanting to be a part of this year's event, as well as several regional radio stations.

Additional RACC projects that benefited the community:

The BirthPlace of Captain James T. Kirk-Riverside is one of a select few towns worldwide to boast, brag, and be proud to be called the future birthplace of a fictional character widely known and recognized by fans and non-fans alike. The area has a monument stone marking the spot of this future historic event. The USS Riverside - This ship that marks the Voyage Home Museum has been in numerous parades and has been requested at many Star Trek events that help promote Riverside. Many people come from all over the country just to see it, get their picture taken, and visit our town.

3) Identify ways your organization collaborates with other organizations to bring visitors to Riverside. Address any partnerships, collaborations, joint marketing, etc., during the previous year.

In the past year, RACC has partnered with the Riverside Baseball Clubs, Highland Clubs, the Scouts, the Robotics Club, St Mary's Preservation Fund, Iowa Friends of Companion Animals, and the Riverside Community Fire Department. These partnerships allowed Trekfest 40 to be one of the most successful in recent years. RACC has committed to continuing these relationships and growing additional relationships to help with community events in the future. By committing to these partnerships, RACC can focus on growing and expanding the scope and number of events, adding additional events, making currently scheduled events better, bringing more people to the community, and creating a buzz about the City of Riverside. Showing that a small town like Riverside can have "big town" events will help the city

market the new housing development to people anxious about moving to a smaller community.

4) Detail what your organization has done in the past year to reduce your organization's need for hotel motel funding. Include sponsorship of events, promotions, fundraising, cost-sharing programs, etc.

A comprehensive marketing plan was developed and committed to for Trekfest 40. The Trekfest board was able to grow sponsorship. We expect around \$5,000 to \$8,000 in sponsorships this year to help cover additional events.

2025 Expected Budget of Free Events and Entertainment

Budget 2025					
Marketing			Free Events and Activities		
	Print	\$800		Pet Show	\$200
	Digital / Social Media	\$1,000		Scale Model Show	\$200
	Radio	\$1,000		Face Painting	\$200
	Signage	\$300		Costume Contest	\$400
TOTAL		\$3,100		Caricature Artist	\$600
Main Stage Entertainment				Kids Tractor Pull	\$250
	Thursday Band	\$750		Bingo	\$200
	Wonderful Smiths	\$1,000		Parade	\$500
	Molly Shannon & Guest	\$500		Model Show	\$300
	Trophy Dads	\$2,500		Podcast Remote?	\$1,000
	The Boys	\$1,500		Kipp Davis Mural	\$1,000
	Jake Mcvey Band	\$2,800	TOTAL		\$4,850
	Saturday Acoustic	\$500			
	Sound Lights	\$4,500	GRAND TOTAL		\$29,040
TOTAL		\$14,050			
Aero Rental					
	Inflatable Jump House	\$300			
	Inflatable Jump House	\$300			
	Inflatable Tri-Game	\$300			

	Inflatable Twin Water Slide	\$360			
	Inflatable Twin Slip in Slide	\$320			
	Inflatable Mini Jump House	\$130			
	20x40 Tent	\$1,400			
	20x30 Tent	\$600			
	20x20 Frame Tent (3)	\$1,300			
	Weighted Blocks (for tent)	\$600			
	8ft Tables	\$600			
	Chairs	\$330			
	Truck Rental (Delivery Fee)	\$500			
	TOTAL	\$7,040			

RESOLUTION #2025-XX

RESOLUTION TO AWARD 2025 HOTEL/MOTEL GRANTS

WHEREAS, the City Of Riverside, Iowa, imposes and collects a hotel and motel excise tax on all lodging purchases inside corporate limits at rate of 7%; and

WHEREAS, the City of Riverside allocates 50% of these funds to the acquisition, constructing, improving, enlarging, equipping, repairing, operating, or maintaining of recreation, convention, cultural, or entertainment facilities.

NOW, THEREFORE, BE IT RESOLVED, the City of Riverside City Council, hereby awards hotel/motel grants to the following applicants in the following amounts.

BE IT FURTHER RESOLVED, by the City Council of Riverside, Iowa that the Mayor and City Administrator are hereby authorized and directed to execute said resolution.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by the Riverside City Council on this 3rd day of March 2025.

Signed: _____ Date: _____

Allen Schneider, Mayor

Signed: _____ Date: _____

Stephanie Thomann, City Clerk

FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026

ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of : RIVERSIDE County Name: WASHINGTON COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	City Number: 92-886 Last Official Census: 1,060
Regular	2a	118,283,085	2b	117,691,366	
DEBT SERVICE	3a	119,992,866	3b	119,401,147	
Ag Land	4a	296,613			

Consolidated General Fund Levy Calculation

	CGFL Rate	CGFL Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2025 Budget Data	7.94118	930,221	117,138,897	0.98
	Limitation Percentage			
	0			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2026	8.10000	958,093	3.00	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	8.10000	Consolidated General Fund			5	958,093	953,300	43	8.10000
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14		0	52	0.00000
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	958,093	953,300		
384.1	3.00375	Ag Land			26	891	891	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	958,984	954,191		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29		0		0.00000
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30		0		0.00000
Rules	Amt Nec	Other Employee Benefits			31		0		0.00000
		Subtotal Employee Benefit Levy (29,30,31)			32	0	0	65	0.00000
			Valuation						
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	0 (B)	0	34		0	66	0.00000	
	SSMID 2 (A)	0 (B)	0	35		0	67	0.00000	
	SSMID 3 (A)	0 (B)	0	36		0	68	0.00000	
	SSMID 4 (A)	0 (B)	0	37		0	69	0.00000	
	SSMID 5 (A)	0 (B)	0	555		0	565	0.00000	
	SSMID 6 (A)	0 (B)	0	556		0	566	0.00000	
	SSMID 7 (A)	0 (B)	0	1177		0	1179	0.00000	
	SSMID 8 (A)	0 (B)	0	1185		0	1187	0.00000	
		Total Special Revenue Levies			39	0	0		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	0	0	70	0.00000
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	958,984	954,191	72	8.10000

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

(City Representative)

(Date)

(County Auditor)

(Date)

Iowa Department of Management	Current Year Property Tax	Certified 2024 - 2025	Budget Year Property Tax	Effective 2025 - 2026	Budget Year Property Tax	Proposed 2025 - 2026
Taxable Valuations for Non-Debt Service		116,530,218		117,691,366		117,691,366
Consolidated General Fund		925,387		925,387		953,300
Operation & Maintenance of Public Transit		0		0		0
Aviation Authority		0		0		0
Liability, Property & Self Insurance		0		0		0
Support of Local Emergency Mgmt. Comm.		0		0		0
Unified Law Enforcement		0		0		0
Police & Fire Retirement		0		0		0
FICA & IPERS (If at General Fund Limit)		0		0		0
Other Employee Benefits		0		0		0
Capital Projects (Capital Improv. Reserve)		0		0		0
Taxable Value for Debt Service		117,218,517		119,401,147		119,401,147
Debt Service		0		0		0
CITY REGULAR TOTAL PROPERTY TAX		925,387		925,387		953,300
CITY REGULAR TAX RATE		7.94118		7.86283		8.10000
Taxable Value for City Ag Land		286,305		296,613		296,613
Ag Land		860		860		891
CITY AG LAND TAX RATE		3.00375		2.89940		3.00375
Tax Rate Comparison-Current VS. Proposed						
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000		Current Year 2024/2025		Budget Year 2025/2026		Percent Change
City Regular Residential		368		423		14.95
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000		Current Year 2024/2025		Budget Year 2025/2026		Percent Change
City Regular Commercial		1,624		1,888		16.26

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through \$150,000 of actual/assessed valuation.

Reasons for tax increase if proposed exceeds the current:
Increases to insurance, payroll, and general operational expenses.

RESOLUTION #2025-XX

RESOLUTION TO SET THE DATE FOR THE FY2026 PROPOSED PROPERTY TAX PUBLIC HEARING

WHEREAS, the City Of Riverside, Iowa, is a municipality and lawful taxing authority; and

WHEREAS, the State of Iowa requires taxing authorities to provide notice and public hearing on proposed property tax levies and amounts.

NOW, THEREFORE, BE IT RESOLVED, the City of Riverside City Council, hereby sets the date of public hearing for April 7th, 2025 at 6:00pm in the Riverside City Council Chambers located at Riverside City Hall, 60 Greene Street, Riverside, Iowa, 52327.

BE IT FURTHER RESOLVED, by the City Council of Riverside, Iowa that the Mayor and City Administrator are hereby authorized and directed to execute said resolution.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by the Riverside City Council on this 3rd day of March 2025.

Signed: _____ Date: _____

Allen Schneider, Mayor

Signed: _____ Date: _____

Stephanie Thomann, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into on the 3rd day of March, 2025, by and between the City of Riverside, Iowa an Iowa municipal corporation ("City"), and Goerdts Inspections and Consultation Services, LLC, an Iowa limited liability corporation ("Contractor"). Hereinafter, City and Contractor may sometimes be referred to collectively as the "Parties" and individually as a "Party".

STATEMENTS OF FACT (RECITALS)

WHEREAS, City desires to obtain professional assistance to handle building, mechanical, electrical and property maintenance inspections through the City. Additionally, the City desires professional assistance in the administration of its zoning code along with any related permitting and plan review; and

WHEREAS, Contractor possesses the required skills to aid the City and the community in successful execution of the aforementioned goals; and

WHEREAS, City desires to engage Contractor's services and Contractor desires to be engaged by City according to the terms of this Agreement.

NOW, THEREFORE, City hereby engages and retains the services of Contractor, and Contractor hereby accepts such engagement of her services on the terms and subject to the conditions set forth in this Agreement.

1. INDEPENDENT CONTRACTOR

Contractor shall be in all respects an independent contractor in the performance of their duties as set forth in this Agreement. No partnership, joint venture, employment or fiduciary relationship is intended between the Parties or is created between the parties to this Agreement. The City shall not exercise any control over the performance of the Services (defined below) by Contractor pursuant to the terms of this Agreement. Contractor shall have sole discretion in determining the methods and means of performing the Services under this Agreement and in selecting the equipment, tools, instruments, materials and supplies used by them when providing the Services pursuant to this Agreement, provided, however, that Contractor's actions shall at all times be consistent with and limited by the terms of this Agreement and shall also be consistent with the best practices in the industry and in compliance with all laws, rules and regulations governing the provision of the Services in Iowa.

The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments that it owes Contractor. Neither Contractor nor its employees, if any, shall be entitled to receive any benefits which employees of City may be or are entitled to receive, now or in the future, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid

holidays, pension, profit-sharing, or social security on account of the Services they provide to or on behalf of City.

In no event shall either Party to this Agreement be liable for the debts, liabilities or obligations of the other Party. Neither Party has the right or authority to bind the other Party on any contract or other commitment.

2. ENGAGED SERVICES

During the term of this Agreement, the City engages Contractor to serve as the Inspector and Zoning Administrator which includes, but is not limited to the following:

- Permit and plan review.
- Building, mechanical, electrical and property maintenance inspections.
- Management of code or ordinance violations (to include MI, Notice of Abatement/Violation, etc.).
- Zoning Administration to include leadership for the Planning and Zoning and Board of Adjustments Commissions.
- Contractor or resident liaison for the aforementioned items.
- Additional services as mutually agreed upon between the Contractor and City.

3. COMPENSATION

In consideration for the Services performed by Contractor, City agrees to pay Contractor the sum of \$45.00 Dollars per hour, which payment shall be paid, in arrears, on or before the 15th day of the month following the month during which the Services are performed. Contractor shall be entitled to a two (2) hour minimum per visit, not per property, when traveling to the City of Riverside to provide onsite Services. Contractor further agrees to sign such waivers of lien, affidavits and receipts as the City shall request in order to acknowledge payment of such amounts to Contractor. If this Agreement is terminated on a date other than as of the end of a month, then the monthly compensation referenced above shall be prorated based on the number of days this Agreement remained in effect during that month.

4. OBLIGATIONS OF CONTRACTOR

During the term of this Agreement, Contractor shall devote such time and effort as is commercially reasonable under the circumstances to fulfill, in a timely and professional manner, Contractor's duties as established pursuant to this Agreement and to meet the needs and demands of the City and economic development participants. The foregoing, however, shall not preclude Contractor from engaging in other activities and services

outside of the scope of this Agreement provided that such other activities and services do not directly or indirectly conflict with the services provided to the City (such as recruiting a new business to another city or county while recruiting the same business to the City of Riverside.)

Contractor shall be solely responsible, at their cost and expense, for any deficient work product performed by Contractor under this Agreement, including warranty and repair work and any damages directly or indirectly caused by Contractor's negligence. Contractor shall also be solely liable to provide adequate insurance coverage for her business, including errors and omissions, workers' compensation and other insurance coverage which is normal and customary for a business of the type in which Contractor is engaged.

Contractor shall be solely responsible for paying his/her employees, if any. Contractor shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and all other benefits for Contractor and his/her employees, independent contractors, servants and agents.

Contractor shall furnish the City with current certificates of insurance coverage of Contractor and proof of payment by Contractor, for workers' compensation insurance, general liability insurance, errors and omissions insurance, and such other insurance, in amounts and with companies reasonably approved by the City, as the City may require from time to time. The City shall be designated as an additional insured on all general liability insurance policies and errors and omissions insurance policies maintained by Contractor pursuant to the terms of this Agreement. Contractor shall maintain all such insurance coverage and shall furnish the City with certificates of renewal coverage and proofs of premium payments on an annual basis or when reasonably requested by the City. If Contractor fails to pay a premium for insurance required by this Agreement before it becomes due, the City may pay the premium and deduct the amount from any payments due Contractor and/or recover the balance from Contractor directly.

Contractor shall perform the Services at his/her own risk. Contractor assumes all responsibility regarding his/her use of tools, equipment, materials and job site. Contractor shall indemnify and hold harmless the City from any claim, demand, loss, liability, damage or expense arising in any way from Contractor's Services, including attorney fees and other expenses that may be incurred by the City arising out of or related, directly or indirectly, to Contractor's services.

5. EXPENSES

Contractor shall be required to obtain advance written approval from the City before incurring any expenses, including travel expenses, relating to the Services to be provided pursuant to the terms of this Agreement. All approved (in advance) costs and expenses incurred by Contractor in providing the Services shall be paid directly by the City, where

practicable, or shall be reimbursed by the City to the Contractor within fifteen (15) business days following the City's receipt from the Contractor of reasonable documentation evidencing such costs and expenses.

6. TERM

The term of this Agreement shall commence on the date first set forth above and shall continue in effect until June 30, 2025, unless sooner terminated as provided below. Upon completion of the initial term, this Agreement shall automatically renew on an annual basis unless otherwise terminated as provided below by either Party.

In addition, either Party can terminate this Agreement without cause by providing the other Party with a thirty (30) day advance written notice of their intent to terminate this Agreement. This Agreement will then be terminated at the expiration of such thirty (30) day period (or on the date set forth in the notice of termination if the termination date set forth in such notice is later than thirty (30) days from the delivery of the notice of termination). The terms of this Agreement will continue in force and effect until this Agreement is terminated consistent with the termination date set forth in the notice of termination.

7. NOTICES

All notices, requests, demands and other communications shall be in writing and shall be deemed given if (a) delivered personally, (b) one (1) day after being sent by Federal Express or a similar commercial overnight service, or (c) three (3) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the Parties or their successors in interest at the following addresses, or at such other addresses as the Parties may designate by written notice:

If to the City:

City of Riverside, Iowa
Attn: Cole Smith
60 Greene St
Riverside, Iowa 52327

If to Contractor:

Goerdts Inspections and Consultation Services, LLC
Attn: Terry Goerdts
1313 Plum St
Tipton, IA 52772

8. REMEDIES

A. In the event either Party or both Parties must resort to the courts of law or equity or to arbitration (as discussed below) to enforce this Agreement, seek redress or obtain injunctive relief, then the Party declared by judgment or ruling to be the prevailing Party shall be entitled to payment by the other Part of its reasonable attorney's fees and costs incurred.

B. Such remedies as referenced above shall be in addition to all other remedies available at law or in equity, including that Party's right to recover from the other Party any and all damages that may be sustained as a result of the other Party's breach of this Agreement (including reasonable attorney fees). No remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Every power and remedy given by this Agreement to the Parties may be exercised from time to time and as often as may be deemed expedient by the Parties, or either of them.

9. WAIVER.

No delay or omission of either Party to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event or default or an acquiescence therein. Furthermore, any such delay or omission by either Party in relation to a breach of any provision of this Agreement by the other shall not be construed as a waiver of any subsequent breach.

10. APPLICABLE LAW.

A. This Agreement shall be construed, and all of the rights, powers, and liabilities of the Parties hereunder shall be determined, in accordance with the laws of the State of Iowa.

B. The Parties recognize that this Agreement at all times is to be subject to applicable state, local and federal law and that the Agreement shall be subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the Parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement.

11. NO CONSTRUCTION AGAINST DRAFTING PARTY.

The Parties acknowledge that each of them and their counsel (if any) have had an opportunity to review this Agreement and that this Agreement will not be construed against the City merely because the City has prepared it.

12. SEVERABILITY.

If any provision or clause of this Agreement or application thereof to any person or circumstances is held invalid or unlawful, such invalidity or unlawfulness shall not affect any other provision or clause of this Agreement or application thereof which can be given effect without the invalid or unlawful provision, clause or application.

13. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the Parties. The recitals set forth above are true and correct and are to be considered a part of this Agreement.

14. AMENDMENTS.

No changes, modifications or alterations of any of the terms and provisions contained in this Agreement shall be effective unless changed, modified or altered in writing and signed by both Parties hereto.

15. COMPLIANCE WITH LAWS.

Both the City and Contractor shall comply with all applicable labor laws and laws regarding equal employment opportunities, whether federal, state or local. Neither the City nor Contractor shall discriminate on the basis of national origin, race, color, religion, age, handicap or sex.

16. JURY WAIVER.

To the fullest extent of the law, each party irrevocably and expressly waives all right to a trial by jury in any action, proceeding or counterclaim (based upon contract, tort or otherwise) arising out of or relating to this Agreement.

17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. GENDER AND NUMBER. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

19. CONSTRUCTION. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

20. COUNSEL AND TAX ADVICE. Each of the parties to this Agreement has been afforded the opportunity to seek legal counsel and tax advice with respect to how the terms and conditions of this Agreement may affect them. By their execution of this Agreement,

each of the parties to this Agreement are acknowledging that they have each sought independent legal counsel and tax advice or have been afforded the opportunity to do so and have decided not to exercise such right.

[THIS SPACE HAS INTENTIONALLY BEEN LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Independent Contractor Agreement as of the date specified on the first page of this Agreement.

CITY OF RIVERSIDE, IOWA:

By: _____
Allen Schneider, Mayor

By: _____
Cole Smith, City Administrator

CONTRACTOR:

By: Terry Goeltd
Terry Goeltd, Owner
Goerdts Inspections and Consultation Services, LLC

RESOLUTION #2025-XX

**RESOLUTION TO APPROVE AGREEMENT FOR BUILDING INSPECTION
AND CODE ENFORCEMENT SERVICES**

WHEREAS, the City Of Riverside, Iowa, provides building inspection services and requires that Riverside Code of Ordinances must be enforced; and

WHEREAS, the City of Riverside wishes to contract building inspection and code enforcement services.

NOW, THEREFORE, BE IT RESOLVED, the City of Riverside City Council, hereby agrees to enter a services agreement contract for building inspection and code enforcement services with Goerdts Inspections and Consultation Services, LLC.

BE IT FURTHER RESOLVED, by the City Council of Riverside, Iowa that the Mayor and City Administrator are hereby authorized and directed to execute said resolution.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by the Riverside City Council on this 18th day of February 2025.

Signed: _____ Date: _____

Allen Schneider, Mayor

Signed: _____ Date: _____

Stephanie Thomann, City Clerk