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

Monday, June 02, 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 pg 2
 - b. Expenditures pg 3
 - c. Alcohol Permit RACC TrekFest pg 4
 - d. Alcohol Permit Kum & Go pg 5
- 5. Public forum: 3 minutes per person. See guidelines for public comments at the Clerk's table.
- 6. City Engineer's Report (Axiom Consultants) pg 8
 - a. CDBG Downtown Revitalization pg 9
 - i. Consider resolution to approve Pay Application #1 to Cornerstone Commercial Contractors, Inc. (2025-38) pg 14
 - b. PCC Improvements
 - c. Wellness Center
 - d. Cherry Lane Extension pg 15
 - e. Hall Park Pickleball Courts
 - f. Story Maps
 - g. 3rd St- Stumpf Construction / Streb Update
- 7. City Administrator's Report
 - a. Solid Waste & Recycling Collection pg 16
 - Consider resolution to approve contract with Lakeshore Recycling Systems for Solid Waste & Recycling Collection Services for July 1, 2025 through June 30, 2030 pg 28
 - b. Meeting Streaming Update
 - c. Outdoor Warning Siren System Update
 - d. Commercial Drive Parking
 - e. Wellness Center Work Session
 - f. Annual Employee Performance Evaluations Special Meeting
- 8. Closing Comments
- 9. Motion to Adjourn

RIVERSIDE CITY COUNCIL MEETING: Monday, May 19, 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, Tom Sexton and Kevin Mills present.

Kiene moved, seconded by Mills to approve the agenda. Passed 5-0.

Rogerson moved, seconded by Schneider, to approve the consent agenda of minutes, expenditures and Riverside Fire Department Report. Passed 5-0.

Motion made by Rogerson, seconded by Mills to open the FY2025 Budget Amendments Public Hearing at 6:02 pm. Passed 5-0.

No comments were made by the public.

Motion made by Kiene, seconded by Sexton to close the Public Hearing at 6:04 pm. Passed 5-0.

Motioned by Kiene, seconded by Rogerson to pass Resolution 2025-35 to approve the FY2025 Budget Amendments. Passed 5-0.

Sheriff Jared Schneider, Washington County Sheriff's Department, reported on April calls.

Councilperson Rogerson left the meeting.

Motioned by Sexton, seconded by Kiene to pass Resolution 2025-36 to approve the FY2026 Law Enforcement Contract with Washington County Sheriff's Department. Passed 4-0.

Councilperson Rogerson returned to the meeting.

Motioned by Rogerson, seconded by Schneider to approve permission for the Riverside Emergency Services Association to sell alcohol on public property at the Riverside Fire Department for the annual RESA Raffle Dinner on November 15th, 2025, pending the appropriate required alcohol sales permit and DRAM insurance have been obtained and Iowa Retail Sales License training has been completed. Passed 5-0.

Jed Wolf, PeopleService, Inc. presented the April water and wastewater operations report.

Motioned by Schneider, seconded by Rogerson to pass Resolution 2025-37 to approve Pay Request #5 for UV Disinfection System Replacement to WRH, Inc. in the amount of \$6,792.50. Passed 5-0.

City Admin Smith gave an update on the City Engineer's Report consisting of updates on the Wellness Center, PCC Improvements, CDBG Downtown Revitalization Project and Cherry Lane Extension Project.

City Council reviewed April financials.

Rogerson moved, second by Mills to adjourn at 7:57 pm. Passed 5-0.

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

Monday, June 2nd, 2025 at 6:00 pm – City Council Meeting

Monday, June 16th, 2025 at 6:00 pm - City Council Meeting

ATTEST:

Stephanie Thomann, City Clerk

Stephanie Shomann

Allen Schneider (May 22, 2025 18:44 CDT)

Allen Schneider, Mavor

1 2	COUNCIL MEETING 1ST CLASS APPAREL	BILLS				
1 2						
2		BRYAN LENZ UNIFORMS	001-5-210-6181	\$98.00		
	1ST CLASS APPAREL	LOGAN MICHEL UNIFORMS	001-5-430-6181	\$98.00	\$196.00	
	ACCESS SYSTEMS	COPIER LEASE	001-5-650-6496	\$408.73	Ψ100.00	
	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$1,359.70		
	ALLIANT ENERGY	SEWER	610-5-815-6371	\$877.57		
	ALLIANT ENERGY	PARKS	001-5-430-6371	\$499.05		
	ALLIANT ENERGY	FIRE STATION	002-5-150-6330	\$484.42		
	ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$272.84	00.004.50	
	ALLIANT ENERGY	WATER	600-5-810-6371	\$191.00	\$3,684.58	
	AXIOM CONSULTANTS	ON CALL SERVICES	001-5-650-6407	\$6,167.25		
	AXIOM CONSULTANTS	COMMUNITY CENTER	302-5-750-6786	\$30,362.50		
12	AXIOM CONSULTANTS	PICKLEBALL	301-5-750-6744	\$506.25		
13	AXIOM CONSULTANTS	CHERRY LN EXT	301-5-750-6751	\$758.75		
14	AXIOM CONSULTANTS	ACCESS & SECURITY	001-5-650-6407	\$7,650.80		
15	AXIOM CONSULTANTS	CDBG DTWN REVIT	145-5-650-6435	\$1,012.50	\$46,458.05	
16	BIG IRON	BENCH BASE PLATES	001-5-430-6325	\$198.99		
	BRYAN LENZ	CELL PHONE ALLOWANCE	001-5-430-6373	\$50.00		
	BRYAN LENZ	UNIFORM REIMBURSEMENT	001-5-210-6181	\$136.56		
	BRYAN LENZ	UNIFORM REIMBURSEMENT	001-5-430-6181	\$136.57	\$323.13	
	CHRIS SEXTON ENTERPRISES	BUILDING MAINTENANCE	001-5-650-6310	\$3,912.50	ψυΖυ. 10	
	COLE SMITH			\$50.00		
		CELL PHONE ALLOWANCE	001-5-650-6373	1455	¢400.04	
	COLE SMITH	MILEAGE REIMBURSEMENT	001-5-650-6240	\$72.24	\$122.24	
	FELD FIRE	RESCUE EQUIPMENT	002-5-150-6356	\$3,306.00		
	JOHNSON COUNTY REFUSE	MAY CARTS	001-5-950-6499	\$7,446.50		
	J&S PLUMBING, HEATING & AIR	A/C BOILER SERVICE	001-5-210-6507	\$130.95		
26	J&S PLUMBING, HEATING & AIR	FD - TOILET	002-5-150-6310	\$416.40		
27	LOGAN MICHEL	CELL PHONE ALLOWANCE	001-5-210-6373	\$50.00		
28	MARC	SUPPLIES	001-5-210-6372	\$350.75		
29	MAVERIK	FD-FUEL	002-5-150-6350	\$242.58		
30	MENARDS	PARKS	001-5-430-6325	\$21.18		
	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$63.97		
	MID AMERICAN ENERGY	FD	002-5-150-6330	\$99.78		
	MID AMERICAN ENERGY	CITY HALL	001-5-650-6371	\$14.54	\$178.29	
	SHARON TELEPHONE	CITY HALL	001-5-650-6373	\$212.26	ψ170.20	
	SHARON TELEPHONE	FD	002-5-150-6332	\$203.26		
	SHARON TELEPHONE	SHOP	001-5-210-6373	\$40.83		
	SHARON TELEPHONE	WTP	600-5-810-6373	\$40.83	# 500.04	
	SHARON TELEPHONE	WWTP	610-5-815-6373	\$40.83	\$538.01	
	STEPHANIE THOMANN	CELL PHONE ALLOWANCE	001-5-650-6373	\$50.00		
	VEENSTRA & KIMM	SCADA CONTROLS WP	301-5-750-6798	\$55.75		
	VEENSTRA & KIMM	SCADA CONTROLS WWTP	301-5-750-6765	\$55.75		
42	VEENSTRA & KIMM	UV SYSTEM	301-5-750-6798	\$928.00	\$1,039.50	
	TOTAL BILLS***********************************			\$69,074.38		
	DELTA DENTAL	DEN/VIS - MAY	001-5-430-6150	\$251.58		
	WELLMARK	BC/BS - MAY	001-5-620-6150	\$3,312.99		
	US CELLULAR	FD	002-5-150-6332	\$73.95		
	VERIZON	GATEWAYS	600-5-810-6373	\$31.77		
	VERIZON	GATEWAYS	610-5-815-6373	\$37.77	\$69.54	
	LINCOLN NAT'L LIFE	LIFE INS - FEB	001-5-620-6150	\$353.87	Ψ00.04	
	**************************************	TOTAL PAID BILLS	001-0-020-0100	\$4,061.93		
	******	TOTAL EXPENDITURES		\$73,136.31		
		TOTAL LAPENDITURES		φευ, 130.31		
	EVDENDITURES by EUND					
	EXPENDITURES by FUND			000 400 01		
	GENERAL FUND			\$29,492.21		
	FIRE DEPARTMENT			\$4,752.44		
	ROAD USE FUND			\$0.00		
	CASINO			\$1,012.50		
	CAPITAL PROJECTS			\$2,304.50		
	COMMUNITY CENTER			\$30,362.50		
	WATER FUND			\$231.83		
	SEWER FUND			\$918.40		
	SEWER FUND			T		

Stephanie Thomann

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support

licensingnotification@iowaabd.com>

Sent: Thursday, May 29, 2025 9:00 AM

To: Stephanie Thomann

Cc: licensingnotification@iowaabd.com

Subject: Application App-222247 Pending Dramshop Review

Hello,

Application Number App-222247 has been set to "Pending Dramshop Review" status and is currently awaiting verification from the Applicant's designated Insurance Company. Once that has happened, you will receive a notification indicating that this Application will be ready for your review.

Corp Name: RIVERSIDE AREA COMMUNITY CLUB

DBA: RIVERSIDE AREA COMMUNITY CLUB

License Number:

Application Number: App-222247

Tentative Effective Date: 6/25/2025

License Type: Special Class C Retail Alcohol License (BW)

Application Type: New

Amendment Type:

Thank you.

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Applicant

NAME OF LEGAL ENTITY NAME OF BUSINESS (DBA) BUSINESS

Kum & Go LC Kum & Go #80 (319) 648-2400

ADDRESS OF PREMISES PREMISES SUITE/APT NUMBER CITY COUNTY ZIP

1178 Enterprise Dr Riverside Washington 52327

MAILING ADDRESS CITY STATE ZIP

1150 Locust St Des Moines Iowa 50309

Contact Person

NAME PHONE EMAIL

Jody Deiter (515) 274-7793 licensing@maverik.com

License Information

LICENSE NUMBER LICENSE/PERMIT TYPE TERM STATUS

LE0001847 Class E Retail Alcohol License 12 Month Submitted

to Local Authority

TENTATIVE EFFECTIVE DATE TENTATIVE EXPIRATION DATE LAST DAY OF BUSINESS

July 1, 2025 June 30, 2026

SUB-PERMITS

Class E Retail Alcohol License



State of lowa Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes
Tom Schofield	Salt Lake City	Utah	84111	Secretary	0.00	Yes
Crystal Maggelet	Salt Lake City	Utah	84111	President	0.00	Yes
Jody Deiter						

Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Maverik Palace Acquisition Co. LLC		Salt Lake City	Utah	84111	100.00

Insurance Company Information



State of lowa Alcoholic Beverages Division

INSURANCE COMPANY POLICY EFFECTIVE DATE POLICY EXPIRATION DATE

DRAM CANCEL DATE OUTDOOR SERVICE EFFECTIVE OUTDOOR SERVICE EXPIRATION

DATE DATE

BOND EFFECTIVE DATE TEMP TRANSFER EFFECTIVE TEMP TRANSFER EXPIRATION

DATE DATE



CIVIL · STRUCTURAL · MECHANICAL · ELECTRICAL · SURVEY · SPECIALTY

ENGINEER'S REPORT

PROJECT: City of Riverside

DATE: May 29, 2025

TO: City Council

TOPIC: Project Updates

CDBG Downtown Revitalization

- Progress Meeting No. 1 was held Wednesday May 21, 2025.
- Pay Application No. 1 was sent to City Friday May 23, 2025, for Council Approval.
- Change Order Request No. 2 approved by Building Owner (11 E 1st Street).
- Next Progress Meeting (No. 2) will be held Wednesday, June 25, 2025.

PCC Improvements

- Substantially completed. Final backfill to be completed in Railroad Park, and Axiom to perform final walkthrough.
- Big Iron is currently working on fabricating railings and stairs for 3rd Street.

Community Wellness Center

- OPN and Axiom assisting the City with marketing and bond/financial preparation efforts.
- All SD's, narratives, and pricing have been completed.
- Axiom has suggested to move into the next phase of design in preparation for potential construction in 2026.

Cherry Lane

- Construction anticipated to start Monday, June 2nd.
- Progress meetings are to be held on site every two weeks.

Hall Park Pickleball Courts

The pre-construction meeting for this project will be held at 3:00pm on June 16th.

Story Map

Axiom has created a Story Map interactive website for the purpose of providing updates to City staff,
City Council, and the residents of Riverside on previous projects completed and current projects under
construction or soon to be. The link is below and will continue to be updated.
https://storymaps.arcais.com/stories/e9bde3c8c1f9492c944415c28c145cb9

TO:	City of Riverside	-	PROJECT	Rivers	ide Façade	APPLICATION #	1	Distribution to:		
	60 Greene Street		NAME AND	façade	rehabilitation					
	Riverside, IA 52327		LOCATION:	60 Gre	eene Street	PROJECT #s:	Riverside Façac	OWNLIN		
				Rivers	ide, IA 52327		-	7.((0)111201		
FROM:	Cornerstone Commercial	Contractors, Inc.	ARCHITECT:	Martin	Gardner Architecture	DATE OF CONTRACT	Γ: 02/25/202	25 CONTRACTOR		
	401 7th St			700 11	th St, Suite 200			片		
	Corning, Iowa 50841			Marion	, IA 52302					
FOR:	façade rehabilitation									
CONT	RACTOR'S SUMM	ARY OF WORK			Contractor's signature below is his assuthat: (1) the Work has been performed					
	on is made for payment as s tion Page is attached.	hown below.			paid to Contractor under the Contract h and other obligations under the Contrac entitled to this payment.					
1. CON 1	TRACT AMOUNT		\$1,023,000	0.00	CONTRACTOR: Cornerstone Comme	rcial Contractors, Inc.				
2. SUM	OF ALL CHANGE ORDERS	3	(\$72,500	0.00)	By: Jason Kentner, Owner		Date: 05-20	-2025		
3. CURF	RENT CONTRACT AMOUN	(Line 1 +/- 2)	\$950,500	0.00		Jason Digitally signed				
4. TOTA	AL COMPLETED AND STOP	RED	\$96,792	2.13	State of: Iowa	by Jason				
(Colu	mn G on Continuation Page				County of: Adams	Kentne Rentner Date:				
5. RETA	NINAGE:				Subscribed and sworn to before	15:43:18 -05'00'				
a.	5.00% of Completed Work	\$	4,839.61		me this 20th day of M	1ay 2025				
(C	columns D + E on Continuation	on Page)								
b.	5.00% of Material Stored		\$0.00		Notary Public: Jaime Johnston					
•	column F on Continuation Pa	ge)			My Commission Expires: 01-19-202	8				
	Retainage (Line 5a + 5b or									
Co	olumn I on Continuation Pag	e)	\$4,839	9.61	ARCHITECT'S CERTIFIC	ATION				
6. TOTA	AL COMPLETED AND STOR	RED LESS RETAINAGE	\$91,952	2.52	Architect's signature below is his assura					
(Line	4 minus Line 5 Total)				that: (1) Architect has inspected the Wo					
7. LESS	PREVIOUS PAYMENT AP	PLICATIONS	\$0	0.00	conforms with the Contract Documents					
			_		of Work completed and payment due the	nerefor, and (4) Architect	knows of no reas	on why payment		
8. PAYN	MENT DUE		\$91,952	2.52	should not be made.			#04.050.50		
9. BALA	ANCE TO COMPLETION				CERTIFIED AMOUNT			\$91,952.52		
(Line	3 minus Line 6)	\$858,547.4	48		(If the certified amount is different from		iould attach an ei	xplanation. Initial all		
SUMMAI	RY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS	3	the figures that are changed to match to	ne certified amount.)				
	hanges approved in				ARCHITECT: Beth	nany Jordan, AIA				
previou	us months	\$0.00	\$0	0.00	By: Bethang Jose	an	Date:	5/22/25		
Total a	pproved this month	\$0.00	(\$72,500	0.00)	Neither this Application nor payment a					
	TOTALS	\$0.00	(\$72,500	0.00)	made only to Contractor, and is witho					
	NET CHANGES	(\$72,500.00)			Contract Documents or otherwise.					

PROJECT: Riverside Façade APPLICATION #:

façade rehabilitation DATE OF APPLICATION: 05/20/2025
Payment Application containing Contractor's signature is attached. PERIOD THRU: 05/20/2025

PROJECT #s: Riverside Façade

1

Α	В	С	D	E	F	G		Н	I
			COMPLET	ED WORK	STORED	TOTAL	%	BALANCE	
ITEM#	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	MATERIALS (NOT IN D OR E)	COMPLETED AND STORED (D + E + F)	COMP. (G / C)	TO COMPLETION (C-G)	RETAINAGE (If Variable)
1	41 West 1st St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
1a	Masonry	\$4,100.00	\$0.00	\$4,100.00	\$0.00	\$4,100.00	100%	\$0.00	
1b	Carpentry	\$10,500.00	\$0.00	\$525.00	\$0.00	\$525.00	5%	\$9,975.00	
1c	Stain glass repair	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%		
1d	Door rehab	\$6,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0%		
1e	Door-hardware	\$3,347.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,347.00	
1f	Painting	\$7,706.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,706.00	
1g	Windows	\$4,727.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,727.00	
1h	Glass	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	
1i	Signage	\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,750.00	
1j	Misc building materials	\$857.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$857.00	
1k	Contingency allowance	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
11	Allowance #1 wood cornice	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	
1m	Allowance #2 metal cornice	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	
1n	Performance Bond	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100%	\$0.00	
10	Genercal conditions, overhead	\$28,094.00	\$0.00	\$2,247.52	\$0.00	\$2,247.52	8%	\$25,846.48	
2	31 West 1st St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
2a	Masonry	\$3,750.00	\$0.00	\$3,750.00	\$0.00	\$3,750.00	100%	\$0.00	
2b	Carpentry	\$12,500.00	\$0.00	\$625.00	\$0.00	\$625.00	5%	\$11,875.00	
2c	Windows	\$5,713.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,713.00	
2d	Aluminum storefront	\$14,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,600.00	
2e	Door-hardware	\$8,142.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,142.00	
2f	Painting	\$4,171.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,171.00	
2g	Electrical	\$2,431.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,431.00	
2h	Misc building materials	\$2,357.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,357.00	
2i	Contingency allowance	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,200.00	
2j	Performance bond	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100%	\$0.00	
2k	General conditions, overhead and	\$13,629.00	\$0.00	\$1,362.90	\$0.00	\$1,362.90	10%	\$12,266.10	
3	21 W 1st St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
	SUB-TOTALS	\$179,024.00	\$0.00	\$18,610.42	\$0.00	\$18,610.42	10%	\$160,413.58	

PROJECT: Riverside Façade APPLICATION #: 1

Fayment Application containing Contractor's signature is attached.

façade rehabilitation

DATE OF APPLICATION:

05/20/2025

PERIOD THRU:

05/20/2025

PROJECT #s: Riverside Façade

Α	В	С	D E		F	G		Н	1
		SCHEDULED	COMPLE	TED WORK	STORED	TOTAL	%	BALANCE	RETAINAGE
ITEM#	WORK DESCRIPTION	AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	MATERIALS (NOT IN D OR E)	COMPLETED AND STORED (D + E + F)	COMP. (G / C)	TO COMPLETION (C-G)	(If Variable)
3a	Masonry	\$12,300.00	\$0.00	\$12,300.00	\$0.00	\$12,300.00	100%	\$0.00	
3b	Carpentry	\$8,500.00	\$0.00	\$425.00	\$0.00	\$425.00	5%	\$8,075.00	
3c	Aluminum storefront	\$24,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$24,400.00	
3d	Windows	\$5,713.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,713.00	
3e	Solid surface sills	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	
3f	Painting	\$2,806.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,806.00	
3g	Electrical	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	
3h	Asbestos	\$2,675.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,675.00	
3i	Misc building materials	\$2,357.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,357.00	
3j	Contingency allowance	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00	
3k	Performance bond	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100%	\$0.00	
31	General conditions, overhead and	\$7,994.00	\$0.00	\$1,678.74	\$0.00	\$1,678.74	21%	\$6,315.26	
4	11 East South 1st St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
4a	Masonry	\$38,050.00	\$0.00	\$34,245.00	\$0.00	\$34,245.00	90%	\$3,805.00	
4b	Carpentry	\$30,750.00	\$0.00	\$1,537.50	\$0.00	\$1,537.50	5%	\$29,212.50	
4c	Windows	\$26,736.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$26,736.00	
4d	Roofing	\$23,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$23,300.00	
4e	Doors-hardware	\$5,233.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,233.00	
4f	Aluminum storefront	\$19,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,600.00	
4g	Painting	\$2,109.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,109.00	
4h	Signage	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,250.00	
4i	Electrical	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	
4j	Asbestos	\$4,440.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,440.00	
4k	Misc building materials	\$2,357.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,357.00	
41	Contingency allowance	\$19,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,000.00	
4m	Performance bond	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100%	\$0.00	
4n	General conditions, overhead and	\$42,691.00	\$0.00	\$7,684.38	\$0.00	\$7,684.38	18%	\$35,006.62	
5	11 East North 1st St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
5a	Masonry	\$23,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$23,400.00	
	SUB-TOTALS	\$499,685.00	\$0.00	\$82,481.04	\$0.00	\$82,481.04	17%	\$417,203.96	

PROJECT: Riverside Façade APPLICATION #:

Fayment Application containing Contractor's signature is attached.

façade rehabilitation

DATE OF APPLICATION: 05/20/2025

PERIOD THRU: 05/20/2025

							PRO	JECT #s: R	iverside Façade
Α	В	С	D	E	F	G		Н	I
ITEM#	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLE AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)

1

PROJECT: Riverside Façade APPLICATION #: 1

> façade rehabilitation DATE OF APPLICATION: 05/20/2025

Payment Application containing Contractor's signature is attached. PERIOD THRU: 05/20/2025

PROJECT #s: Riverside Façade

Α	В	С	D	Е	F	G		Н	I
ITEM#	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLET AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
7a 7b	Masonry Carpentry	\$3,800.00 \$4,500.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	0% 0%	\$3,800.00 \$4,500.00	
7c	Aluminum storefront	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,000.00	
7d	Painting	\$1,298.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,298.00	
7e	Window	\$1,031.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,031.00	
7f	Misc building materials	\$857.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$857.00	
7g	Contingency allowance	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,600.00	
7h 7i	Performance bond General conditions, overhead and	\$3,000.00 \$3,935.00	\$0.00 \$0.00	\$3,000.00 \$354.15	\$0.00 \$0.00	\$3,000.00 \$354.15	100% 9%	\$0.00 \$3,580.85	
	TOTALS	\$950,500.00	\$0.00	\$96,792.13	\$0.00	\$96,792.13	10%	\$853,707.87	

RESOLUTION #2025-XX

PAY REQUEST #1 TO CORNERSTONE COMMERCIAL CONTRACTORS, INC. FOR WORK COMPLETED ON CDBG DOWNTOWN REVITALIZATION PROJECT

WHEREAS, the City of Riverside awarded a contract to Cornerstone Commercial Contractors, Inc. for the revitalization of the Downtown District in the amount of \$1,023,000.00 at the Riverside City Council Meeting on November 4th, 2024; and

WHEREAS, the City of Riverside has been provided an authorized pay request and recommendation of approval by the contracted engineering firm, Martin Gardner Architecture.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Riverside, Iowa does hereby accept Pay Request #1 and authorizes payment in the amount of \$91,952.52 to Cornerstone Commercial Contractors, Inc. for work completed on the CDBG Downtown Revitalization Project for the period of 2/25/2025 through 5/20/2025

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.

seconded by Councilnerson

It was moved by Councilnerson

It was moved by Councilperson the foregoing resolution.	, seconded by Councilperson _	to approve
Roll Call: Rogerson, Kiene, Schneid	ler, Mills, Sexton	
Ayes:		
Nays:		
Absents:		
·	Riverside City Council on this 2 nd day of	
Signed: Allen Schneider, Mayor	Date:	
Attest:	Date:	
Stephanie Thomann, City Cle	erk	

Cherry Lane Extension **AXIOM CONSULTANTS, INC.** ENGINEER:

300 S Clinton St. Unit 200 lowa City, IA 52240 Project No.: 24-0021

Friday, March 21, 2025

Opinion of Costs-School Property

	Project No.: 24-0021				
VARDED BID					
	1774		CHANTITY	LINUT COOT	ENGINEER'S
NO.	ITEM	UNIT	QUANTITY	UNIT COST	ESTIMATE
1	CLEARING AND GRUBBING	LS CY	0.0	\$2,000.00	\$0
2	TOPSOIL, ON-SITE		50.0	\$10.80	\$540
3	EXCAVATION, CLASS 10	CY	65.0	\$14.70	\$956
4	SUBGRADE PREPARATION	SY	322.0	\$0.75	\$242
5	COMPACTION TESTING	LS	0.0	\$1,850.00	\$0
6	BELOW GRADE EXCAVATION	CY	0.0	\$52.00	\$0
7	MODIFIED SUBBASE, 4 IN.	TON	34.3	\$25.80	\$884
8	MODIFIED SUBBASE, 6 IN.	TON	72.8	\$24.85	\$1,809
9	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	0.0	\$47.65	\$0
10	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	0.0	\$49.65	\$0
11	SUBDRAIN, 6"	LF	0.0	\$8.10	\$0
12	INTAKE, SW-509	EACH	0.0	\$7,012.00	\$0
13	INTAKE, SW-545	EACH	0.0	\$5,280.00	\$0
14	PAVEMENT, PCC, 7 IN.	SY	72.0	\$63.30	\$4,558
15	CURB AND GUTTER, 24" WIDE, 7" THICKNESS	LF	334.1	\$39.50	\$13,197
16	PCC PAVEMENT SAMPLES AND TESTING	LS	0.0	\$2,000.00	\$0
17	SIDEWALK, PCC, 4 IN	SY	60.9	\$46.00	\$2,800
18	SIDEWALK, PCC, 6 IN	SY	121.0	\$61.00	\$7,379
19	DETECTABLE WARNING PANELS	SF	16.0	\$35.00	\$560
20	PAVEMENT REMOVALS	SY	425.7	\$8.35	\$3,555
21	SIGN INSTALLATION	LS	0.0	\$4,068.00	\$0
22	TRAFFIC SIGN REMOVAL	LS	0.0	\$500.00	\$0
23	PAVEMENT MARKINGS & SIGNAGE	STA	4.3	\$570.00	\$2,451
24	PAINTED SYMBOLS AND LEGENDS, SOLVENT/WATERBORNE	EACH	2.0	\$100.00	\$200
25	TRAFFIC CONTROL	LS	0.0	\$1,600.00	\$0
26	HYDRAULIC SEEDING	ACRE	0.0	\$8,000.00	\$0
27	TEMP SEEDING	ACRE	0.0	\$1,000.00	\$0
28	WATERING	EACH	0.0	\$400.00	\$0
29	FILTER SOCK, 9 IN.	LF	235.0	\$1.50	\$353
30	FILTER SOCK, REMOVAL	LF	235.0	\$0.01	\$2
31	RIP RAP, CLASS D	TON	0.0	\$61.60	\$0
32	SILT FENCE	EACH	175.0	\$1.75	\$306
33	SILT FENCE, REMOVAL OF SEDIMENT	EACH	175.0	\$0.25	\$44
34	SILT FENCE, REMOVAL OF DEVICE	LF	175.0	\$0.25	\$44
35	INLET PROECTECTION	EACH	0.0	\$150.00	\$0
36	INLET PROTECTION, MAINTENANCE	EACH	0.0	\$40.00	\$0 \$0
37	MOBILIZATION	LS	0.0	\$15,909.88	\$0 \$0
38	MAINTENANCE OF POSTAL SERVICE	LS	0.0	\$1,000.00	\$0 \$0
39	CONCRETE WASHOUT	LS	0.0	\$1,000.00	\$0 \$0

Total \$39,878.29

AGREEMENT FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES

THIS AGREEMENT is made by and between the City of Riverside, Iowa, a municipal corporation, hereinafter referred to as "City", and Lakeshore Recycling Systems, hereinafter referred to as "Hauler". In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS.

- a. "Aluminum can" shall mean disposable aluminum beverage containers.
- b. "Ashes" shall mean the residue from the burning of wood and other non-hazardous combustible materials.
- c. "Brush" shall mean woody stems and branches greater than ½-inch diameter, evergreen trimmings and thorny brush.
- d. "Bulky waste" shall mean large household appliances including but not limited to stoves, refrigerators (unless it contains a component having hazardous substances, such as Freon, in which event disposal would be by special arrangement only), television sets, washing machines, dryers, logs and other items of similar size, and fixtures and materials too large to fit into a bag or rigid container.
- e. "City" shall mean the City of Riverside, Iowa.
- f. "Collection bag" shall mean a plastic, water tight bag, securely tied or sealed and not exceeding 35 gallons in size and 40 pounds in weight when full.
- g. "Construction and demolition waste" shall include but not limited to lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition or remodeling process.
- h. "Container" shall mean a closed and water proof plastic container, varying in size and provided by the Hauler.
- i. "Curbside" shall mean the area adjacent to the curb or travelled portion of the roadway.
- j. "Dwelling unit" shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking and eating.
- k. "Extra refuse" shall mean trash that exceeds the amount of capacity in the container.

- 1. "Glass containers" shall mean glass bottles and jars made from clear, green or brown glass. Expressly excluded from this definition is window glass and other non-container glass or glass products, porcelain and ceramic products.
- m. "Hauler" shall mean Lakeshore Recycling Systems.
- n. "Household" shall be composed of persons that reside together in a dwelling unit.
- o. "Newspaper" shall mean paper of the type commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Soiled newspapers are excluded as a recyclable item.
- p. "Non-collectible waste" shall mean paint in liquid form, poisons, acids, caustics, explosives and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.
- q. "Paper bag" shall mean a paper container that is capable of being shredded and will decompose in a compost pile.
- r. "Residential solid waste" shall mean refuse, recyclables, and bulky waste.
- s. "Refuse" shall mean solid waste such as food waste, trash, rags, ashes, ceramics, non-recyclable plastics and similar items produced or originating within dwelling units. Recyclables shall be treated as refuse if not property disposed of as set forth herein. Refuse does not mean household generated hazardous substances.
- t. "Recyclables" shall mean designated consumer wastes that are collected and marketed for resource recovery, including newspaper, tin and steel cans, aluminum beverage containers, glass containers, and plastic containers.
- u. "Removal" shall mean collection and disposal.
- v. "Tags" shall mean the tag (commonly referred to as a "sticker") designated by the City of Riverside which is placed on extra refuse and bulky waste to indicate that the disposal fee has been paid.
- w. "Tin and steel can" shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

SECTION 2. SCOPE OF WORK

a. The Hauler agrees to collect and dispose of recyclables from each single family dwelling, two-unit family dwelling, condominium unit and each mobile home in the City once each week. The City, in consultation with the Hauler, agrees to update the number of dwelling units covered by this Agreement every thirty (30) days. The monthly cost per dwelling unit

for collecting and disposing of residential solid waste shall be as set forth in the "Schedule of Fees" attached as Appendix A and made a part of this Agreement by this reference.

- b. The Hauler agrees to collect and dispose of all refuse for each of the dwelling units listed above once each week. Options for refuse pickup include:
 - A 35 gallon container picked up weekly
 - A 65-gallon container picked up weekly

All refuse, with the exception of extra refuse, must be placed at the curbside in the container provided by the Hauler. Extra refuse shall be secured in a collection bag affixed with a tag placed on top of the bag.

- c. The Hauler agrees to collect and dispose of all recyclables for each of the dwelling units listed above once each week. Options for recycling pickup include:
 - A 65-gallon container picked up weekly
 - A 95-gallon container picked up weekly
- d. The Hauler agrees to collect and dispose of all yard waste for each of the dwelling units listed above that place yard waste at the curbside in an approved yard waste bag once each week.
- e. The Hauler agrees to collect and dispose of all bulky waste. Bulky waste shall be collected by a separate agreement between the hauler and the owner or occupant of the dwelling unit requesting the disposal of such bulky waste. Bill and payment shall be by separate arrangement between the Hauler and the owner or occupant of the dwelling unit.
- f. The Hauler agrees to collect and dispose of all bulky waste and for all dwelling units under this contract, if and when approved by the City Council as part of a spring and fall cleanup. Said cleanup agreement will be made pursuant to a supplemental agreement mutually agreed upon in writing by the two parties. Such cleanup shall be provided on a Saturday to be determined by the two parties. The City and the Hauler will agree upon the amount of the financial participation of the City as a result of said city-wide cleanup.
- g. The Schedule of Fees attached hereto (Appendix A) is based on the Iowa City Landfill tipping fee schedule currently in effect. The Schedule of Fees is subject to a rate adjustment, increase or decrease, in the event the Iowa City Landfill fees increase or decrease by greater than five percent (5%) in any one (1) year under this Agreement. Such adjustment shall not be unreasonable denied by the parties, and the agreed rate adjustment shall correspond to the percentage of any increase or decrease in the landfill fees. An increase in the Schedule of Fees will only be allowed if the Iowa City Landfill tipping fee increases by greater than five percent (5%) above the fees currently in effect

or approved and the Hauler is using the Iowa City Landfill to dispose of the waste and refuse collected in Riverside.

SECTION 3. INSUFFICIENT SERVICE PENALTY, BREACH

The City reserves the right to impose an insufficient service penalty whenever the Hauler does not begin and complete the above-referenced service during the time period of 7:00 a.m. to 4:00 p.m. on the designated days of collection and the insufficient service is the result of action, inaction, lack of equipment, equipment failure or other circumstances under the control of the Hauler. The penalty imposed may be up to five percent (5%) of the monthly charge for collection and disposal of refuse and recyclables on all accounts and may include termination of this Agreement for repeat or continuing violations. The City Administrator shall notify the Hauler, in writing, within ten (10) days of the date of the insufficient service if this penalty provision is to be assessed by the City. The Hauler may appeal the assessment of the penalty to the City Council within ten (10) days of the date of the written notice. The City Council's decision regarding the imposition of the penalty shall be final. Nothing in this Section shall prohibit the City from exercising its termination authority pursuant to Section 15 below.

Alternatively, the City reserves the right to treat insufficient service as a breach of this Agreement consistent with Section 15 below.

SECTION 4. TERMS OF CONTRACT

This Agreement shall be in force from July 1, 2025, until June 30, 2030, unless terminated as provided herein. The parties shall advise each other by March 1, 2030, if the parties wish to negotiate a contract extension or terminate the contract on June 30, 2030. After June 30, 2030, contracts can be negotiated for three (3) year terms.

SECTION 5. COLLECTION SERVICE REQUIREMENTS

- a. The collection of residential solid waste shall be confined to Monday, Tuesday, Wednesday, Thursday and Friday and such collection shall occur between the hours of 7:00 a.m. and 4:00 p.m. on any collection day. Saturday collection shall be allowed in any week in which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day are observed on the aforementioned weekdays. The Hauler shall propose the exact hours, within the above hourly limit and days, during the week for residential solid waste collection and disposal.
- b. Routes of collection will be determined by the Hauler and subject to City approval. Collections will be made on the same days of each week and the Hauler shall travel said route in the same direction and manner each collection day.
- c. If the collection day falls on the observance of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day, the Hauler may elect to collect the residential solid waste on the day before or after the holiday. If the Hauler elects to collect the residential solid waste on the day before or after the holiday, the Hauler shall post and

- publish as hereinafter provided the Hauler's holiday collection schedule, provided it is approved by the City.
- d. The Hauler shall provide sufficient personnel and equipment to complete the collection of all refuse, recyclable and yard waste in any established collection district within the City on the approved schedule.
- e. The Hauler agrees to perform all work described above without any further compensation, except as provided in this Agreement, from any individuals living within the three (3) property classifications listed in Section 2, except as herein provided for collection and disposal of bulky waste.
- f. All residential solid waste materials collected by the Hauler shall become the property of the Hauler at the time of collection.
- g. The Hauler shall remove from the City all residential solid waste collected each day and shall dispose of the same outside of the City at a licensed landfill or other approved disposal or recycling center. The City shall retain the right to approve or otherwise determine the disposal locations and recycling centers, which approval shall not be unreasonably withheld.
- h. The Hauler shall not be required to remove waste building materials and other waste materials from the construction, alteration, repair, moving or demolition of a building or from the promotion or development of property by a real estate or commercial agent or from commercial, industrial or manufacturing establishments.
- i. Household appliances, excessive amounts of brush, interior remodeling and containable refuse must be collected and disposed of by the Hauler if the owner/occupant contacts the Hauler and makes necessary pickup and financial arrangements to have the above items disposed. Such service furnished by the hauler will be charged to said owner/occupant in accordance with the approved Schedule of Fees maintained at the office of the City Clerk and Hauler. Such special services shall be billed and collected by the Hauler.
- j. The Hauler shall be responsible for the submission of monthly reports including but not limited to: receipts of the total weight of recyclable materials collected; receipts from the sale of recyclable materials collected; and receipts of the refuse tonnage disposed at the landfill. The City may withhold payment until the Hauler has submitted the above-reference reports and receipts.

SECTION 6. VEHICLES

- a. All trucks, trailers and other equipment used to collect, haul or transport residential solid waste shall at all times be kept clean, in good repair and well painted.
- b. Each collection vehicle shall be constructed and used in such a manner so that solid residential waste will not blow, fall or leak out of the vehicle. The Hauler shall use

mechanical packer trucks or equipment that, in the reasonable estimation of the City, will perform equal to a packer type truck.

- c. The name of the Hauler and its phone number shall be painted or printed in legible letters on both sides of all vehicles, equipment and conveyances used in the City in performance of this Agreement.
- d. Upon notification in writing by the City Administrator that any designated truck, trailer or other equipment or vehicle is not in reasonable compliance with this Agreement, such truck, trailer, or other vehicle or equipment shall be forthwith removed from service by the Hauler and not returned to service in the City until it has been inspected for compliance and approved by the City Administrator which approval shall not be unreasonably withheld.
- e. The Hauler shall submit an Equipment List prior to _______, and shall update the same annually, all of which shall be a part of this Agreement by this reference.

SECTION 7. CONTAINERS

- a. Upon approval of this agreement the Hauler shall provide each existing dwelling unit with one (1) container for recycling and one (1) container for refuse at no cost to the owner/occupant. For each dwelling unit built within the City after the beginning of this Agreement, the Hauler shall provide one (1) container for recycling and one (1) container for refuse at no cost to the owner/occupant. Each container will have a hinged lid with the recycling container being identified with a yellow lid. Container sizes for each dwelling unit will be determined by the owner/occupant based on the options included in Section 2 of this agreement.
- b. Recyclables may be commingled in recyclable containers.
- c. The containers remain the property of the Hauler. If the owner/occupant of the dwelling unit loses or destroys the container by misuse, a charge for replacement may apply. If a container deteriorates by reason of time, normal use, weather, or a container is damaged by reason of an act of God or other act beyond the owner's/occupant's control, said owner/occupant shall obtain a replacement container from the Hauler at no cost.
- d. The owner/occupant can change the size of the containers within the first sixty (60) days of program implementation at no charge. After the initial grace period, there will be a charge to the owner/occupant of \$30.

SECTION 8. OFFICE FOR INQUIRIES AND COMPLAINTS

a. The Hauler shall maintain an office within Johnson County and shall maintain a local telephone number therein listed in the local telephone directory in the name of the Hauler as it appears in this Agreement. The Hauler shall at all times during the hours between 8:00

- a.m. and 4:30 p.m. on each day that residential solid waste is collected have an employee at said office authorized to answer inquiries and receive complaints.
- b. If a dwelling unit is missed, not by the fault of the dwelling unit owner or tenant, the Hauler shall collect that dwelling unit no later than 24 hours following the date and time of notification, provided that day is not a Saturday, Sunday or holiday. If the following day is a Saturday, Sunday or a holiday, the Hauler shall collect the missed dwelling unit on the nest following workday.

SECTION 9. METHOD OF PAYMENT

- a. The City will act as billing and collection agent for the Hauler for the costs of collection and disposal of recyclables and refuse. All monthly refuse and recycling fees collected by the City shall be paid to the Hauler by the 4th Monday of each month for the preceding month of services.
- b. In addition, the Hauler shall be responsible for the sale and collection of revenue for all tags defined herein. There shall be no markup of the rate per tag by any sales outlet that engages in the sale of said tags other than that approve by the City. Tags will be sold at outlets that agree to sell the tags. (Casey's buys the tags at \$2.85 and sells at \$3.00) The Hauler shall be responsible for the printing of the tags, as currently in use by the Hauler. The cost of the tags shall be set forth in the Schedule of Fees (Appendix A) attached hereto.
- c. Any disputes or alleged discrepancies in billing or collection shall be mutually resolved by the Hauler and the City Administrator.

SECTION 10. STATUTES AND REGULATIONS

a. The Hauler shall at all times comply with all applicable provisions of the Riverside Code of Ordinances and amendments thereto that may be enacted by the City Council. In addition, the Hauler shall comply with all applicable laws and regulations of Washington and Johnson County, the State of Iowa, and the United States now in effect or hereinafter enacted.

SECTION 11. PERMITS AND LICENSES

a. The Hauler shall obtain and maintain all permits and licenses required by the City, County and State necessary to provide the above-described collection, hauling and disposal services. If the necessary permits and licenses are not obtained or maintained by the Hauler, the City may terminate this Agreement. Copies of all above referenced permits and licenses will be provided to the City.

SECTION 12. INSURANCE

a. Except for the negligence of the City, the Hauler shall indemnify, defend and hold the City, its' elected officials, officers, directors and employees (collectively, the "indemnified

parties") harmless from and against any and all claims, demands, liabilities, suits, actions, judgments, losses, costs, and expenses (including, without limitation, attorneys' fees) arising or resulting from, or suffered, sustained, or incurred as a result of any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in connection with Hauler's performance under this Agreement whether such performance is by the Hauler, its agents, employees or assigns or anyone directly or indirectly employed by the Hauler.

- b. The insurance to be maintained by the Hauler shall be written as follows:
 - i. Workers' Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below:

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

This insurance must include the following features:

- A. Endorsed to waive all rights of subrogation against the City.
- B. Endorsed to provide 30 days' notice prior to cancellation.
- ii. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$100,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Include the City as an additional insured for products and completed operation for three (3) years (construction projects).
- C. Endorsed to provide thirty (30) days' notice prior to cancellation.
- D. Endorsed to waive all rights of subrogation against the City.
- E. Advertising Injury.
- F. Operations by independent contractors.
- G. Contractual Liability coverage.

iii. **Automobile Liability Insurance** coverage with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident.

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Endorsed to waive all rights of subrogation against the City.
- C. Insurance must include Contractual Liability.
- D. Include coverage for all owned, non-owned, hired and leased vehicles (or any vehicle used in connection with the operations covered under this Agreement).
- E. Endorsed to provide thirty (30) days' notice prior to cancellation.
- iv. **Umbrella/Excess Liability Insurance** limits of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate are required.

This insurance must include the following features:

- A. Include the City as an additional insured.
- B. Endorsed to provide thirty (30) days' notice prior to cancellation.
- v. The insurance company and the Hauler expressly agree and state that the purchase of this policy of insurance by the Hauler will not waive any of the defenses of governmental immunity available to the City under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The insurance company and the Hauler further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code 670.4 as it now exists and as it may be amended from time to time.

- vi. Insurance Certificates. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably accepted to the City. These insurance policies shall not be canceled without at least thirty (30) days prior written notice to the City. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to the commencement of their operations.
- c. The Hauler shall name the City as an additional insured on said insurance and shall furnish evidence of the same to the City Administrator. The insurance policy shall include a thirty (30) day notice to the City in the event of cancellation or change in the terms of the policy.
- d. The Hauler shall maintain and file with the City certificates of insurance showing insurance amounts in compliance with this Section to be in full force and effect for the entire term of this Agreement. Violations of this Section, whether the fault of the Hauler or not, shall be grounds for immediate termination of this Agreement.

SECTION 13. PERSONAL LIABILITY

- a. No member of the City Council or other city official, employee or agent of the City shall be personally responsible for any liability arising under this Agreement.
- b. Nothing in the document or any contract entered into with the City shall be deemed to make an employee or officer of the Hauler an employee of the City.

SECTION 15. TERMINATION

- a. The breach of any of the terms and conditions of this Agreement by either party shall be grounds for the cancellation and termination of this Agreement. The City, upon such termination, shall have the right to contract with other parties to perform the obligations as provided herein and in such event, the Hauler agrees that the City shall hold the Hauler and its surety liable for any costs for performing such work in excess of the cost to the City if the Hauler had continued to perform in the manner anticipated at the time this contract was awarded.
- b. Failure to comply with the terms of this Agreement relative to the collection and disposal of residential solid waste on the part of the Hauler by reason of weather, major disaster, epidemic, or other emergency within the City beyond the control of the Hauler as reasonably determined by the City Administrator shall not constitute a breach of this Agreement nor be grounds for termination of this Agreement.
- c. This Agreement may be terminated if its terms are not complied with by either party after sixty (60) days' written notice. The City may terminate this Agreement upon sixty (60) days' written notice if, in the City's reasonable opinion, the Hauler is providing inadequate service to the residents of Riverside.

Agreement approved	by the Riverside City Council
by Resolution #	
City of Riverside	Lakeshore Recycling Systems



Equipment List

Vehicle type for trash and recycling:

For trash the main truck would be a 2022 Mack LR600 Curatto can and the backup would be a 2011 international work star side load

For recycling the main truck would be a 2024 Mack LR64 Curatto can and a backup would be a 2013 international 7000 side load.

In the event these vehicles are down for routine maintenance a similar vehicle will be used to collect services.



Proposal for Municipal Waste and Recycling Collection Services

City of Riverside

60 Greene Street, IA 52327

Pricing Program

RESIDENTIAL PER UNIT SERVICE COSTS:

Weekly Municipal Solid Waste & Biweekly Recycling-including 1 large item/week

July 1, 2025 – June 30, 2026 \$20.09/household per month

July 1, 2026 – June 30, 2027 \$20.69/household per month

July 1, 2027 – June 30, 2028 \$21.31/household per month

July 1, 2028 – June 30, 2029 \$21.95/household per month

July 1, 2029 – June 30, 2030 \$22.61/household per month

OTHER SERVICES

City-wide bulk collection:

No Charge

Individual bulk pick-up:

Stickers \$3.00, call in for pick-up

Tags for extra refuse:

\$2.85

Christmas Tree pick-up:

No Charge

Yard Waste (indicate bag size):

\$1.55 per bag, must be JRC bags

Stick and Limb pick-up per household per week: No Charge

RESOLUTION #2025-XX

RESOLUTION TO APPROVE THE CONTRACT FOR SOLID WASTE & RECYCLING COLLECTION SERVICES

WHEREAS, Chapter 106 of the Riverside Code of Ordinance establishes the City's responsibility to provide Solid Waste Collection Services via contract.

WHEREAS, the City of Riverside, Iowa, received proposals for Solid Waste & Recycling Collection Services on February 6th, 2025.

NOW, THEREFORE, BE IT RESOLVED, the City of Riverside City Council, hereby approves a contract for solid waste & recycling collection services with Lakeshore Recycling Systems with a term of July 1, 2025 to June 30, 2030.

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 Councilpersonthe foregoing resolution.	_, seconded by Councilperson to approve	
Roll Call: Rogerson, Kiene, Schneider, Mill	s, Sexton	
Ayes:		
Nays:		
Absents:		
PASSED AND APPROVED by the Riverside City Council on this 2 nd day of June 2025.		
Signed:	Date:	
Allen Schneider, Mayor		
Signed:	Date:	
Stephanie Thomann, City Clerk		