

RIVERSIDE, IA CITY COUNCIL MEETING AGENDA
DATE: MONDAY, NOVEMBER 6, 2017
LOCATION: COUNCIL CHAMBERS, CITY HALL (60 N GREENE STREET)

5:30 PM WORK SESSION: Washington County Multi-Jurisdictional Hazard Mitigation Plan Review

MEETING TIME: 6:30 PM

1. Call meeting to order
2. Pledge of Allegiance
3. Roll call
4. Approval of agenda
5. Consent agenda
 - a. Minutes from 10-16-2017
 - b. Expenditures 11-06-2017
 - c. Casey's liquor license
6. **Public Hearing:** Sale of property at 81 E 1st Street to John Sojka.
 - a. **Resolution 110617-01 – "Sale of Community Building at 81 E 1st Street to John Sojka"**
7. Committee reports
8. Public Forum –Time is limited to 3 minutes per person.
9. Discussion and action on Riverside Auto Spa water billing.
10. Camp Highland report - Amy Schulte, YMCA of Washington County.
11. Discussion and action on concrete and electrical repairs at the Riverside fire station - Curtis Sexton, RVFD.
12. Discussion and action on Roetlin housing development project - Jeff Edberg.
 - a. **Resolution 110617-05. "Proceed with Arrangement for Northern Development"**
13. MMS Consultants report (Glen Meisner)
 - a. Discussion of Washburn and 2nd Street project. Final pay request. **Resolution 110617-02 "Final Pay Request #7 and Acceptance of 2nd and Washburn Streets"**.
 - b. Discussion and action on 28E agreement with Washington County for the W61 construction project. **Resolution 110617-03 "28E Agreement with Washington county for W61 Project"**.
 - c. Discussion and action on a request from Eric Byers for payment for trees removed during Ella Street construction.
 - d. **Closed session** pursuant to Iowa Code 21.5(1)(j) to discuss a potential real estate transaction.
 - e. Discussion and action on a cost estimate for rerouting the alley north of 1st Street. Request for a work session on the project.
 - f. Review of discussion with Iowa DOT on the Hwy 22 resurfacing project.
 - g. Discussion and action on engineering services for Hwy 22 resurfacing. **Resolution 110617-04 "Contract for Engineering for Hwy 22 Resurfacing Project"**.
 - h. Discussion and action on engineering services for a new street north of Cherry Lane. **Resolution 110617-06 "Contract for Engineering for Street North of Cherry Lane"**
14. New Business
 - a. Discussion and action to certify debt to Washington County for Russell Popham. **Resolution 110617-07 "Certify Debt to County Treasurer – Russell Popham"**.

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- b. Discussion and action to certify debt to Washington County for Brad Fuhrmann. **Resolution 110617-08 "Certify Debt to County Treasurer – Brad Fuhrmann"**
 - c. Discussion and action on Washington County Riverboat Foundation Municipal Grant Quarterly Payment. **Resolution 110617-09 "WCRF Municipal Grant Application for Quarterly Payments"**.
15. Old Business
- a. Discussion and action on water meters remaining to be replaced.
 - b. Discussion and action on snow removal equipment.
 - c. Discussion and action on damaged welcome sign.
 - d. Discussion and action on easement for accessing well at the water plant. **Resolution 110617-10 "Easement with Riverside Casino for Well #8 Access"**.
 - e. Discussion and action on solar energy consulting options.
 - f. Discussion and action on sidewalk and street repair at the corner of St. Mary's and Greene.
16. Other Business
- a. Announcements and city staff comments
 - b. Councilmembers' comments and requests for information.
17. Adjourn

Allen Schneider

Allen Schneider, Mayor

5:30 WORK SESSION

PUBLIC MEETING NOTICE

WASHINGTON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

RIVERSIDE COMMUNITY MEETING

Date


November 6, 2017

Time

5:30 PM

Location

Riverside City Hall
60 N. Greene St.
Riverside, Iowa



For more information, please contact Tom Gruis at the East Central Iowa Council of Governments by email at tom.gruis@ecicog.org or by phone at 319-365-9941 ext. 130.



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY

MEETING AGENDA

WASHINGTON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

RIVERSIDE COMMUNITY MEETING

1. Consultant and planning committee introductions
2. Hazard mitigation planning overview
3. Hazard Mitigation Assistance funding programs overview
4. Review and update risk assessment
5. Review and update critical facilities
6. Review and update vulnerable populations
7. Review and update operations and resources
8. Review and update mitigation strategy
9. Prioritize mitigation strategy
10. Discuss next steps in plan development process

Date


November 6, 2017

Time

5:30 PM

Location

Riverside City Hall
60 N. Greene St.
Riverside, Iowa



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YOUR REGIONAL PLANNING AGENCY

COMMUNITY SUMMARY

WASHINGTON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

CITY OF RIVERSIDE

This document provides a summary of the hazard mitigation planning information for the City of Riverside that will be included in the Washington County Multi-Jurisdictional Hazard Mitigation Plan. This summary is not comprehensive and subject to change based on new information or public input.

Summary completed November 2017



For more information, please contact Tom Gruis at the East Central Iowa Council of Governments by email at tom.gruis@ecicog.org or by phone at 319-365-9941 ext. 130.



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HAZARD RISK ASSESSMENT

To determine the extent a mitigation strategy should focus on hazards, the full set of hazards that can potentially affect Washington County were prioritized using the criteria in the *2013 Iowa Hazard Mitigation Plan*. The assessment is based on hazard probability, magnitude, severity, warning time, and duration. Each element of assessment is detailed in Tables 1–4. In the hazard profiles, each element of the assessment is discussed in the context of Washington County.

Probability reflects the likelihood of the hazard occurring again in the future, considering both the hazard’s historical occurrence and the projected likelihood of the hazard occurring in any given year. This factor was weighted 0.45 in the assessment. See scoring criteria in Table 1.

Table 1: Probability Scoring Criteria

| Score | Description | |
|-------|---------------|--|
| 1 | Unlikely | Less than 10% probability in any given year, history of events is less than 10%, or event is unlikely but there is a possibility of occurrence |
| 2 | Occasional | Greater than 10% up to 19% probability in any given year, history of events is greater than 10% up to 19%, or the event could possibly occur |
| 3 | Likely | Greater than 19% up to 33% probability in any given year, history of events is greater than 20% up to 33%, or the event is likely to occur |
| 4 | Highly Likely | More than 33% probability in any given year, history of events is greater than 33% likely, or the event is highly likely to occur |

The magnitude and severity of the impacts of a hazard event is related directly to the extent that a hazard affects the community. It is measured using technical measures specific to the hazard, which are ideally determined with standard scientific scales. This is also a function of when the event occurs, year-round or seasonal, the location affected, the resilience of the community, and the effectiveness of emergency response and disaster recovery efforts. The factor was weighted 0.30 in the assessment. See scoring criteria in Table 2.

Table 2: Magnitude/Severity Scoring Criteria

| Score | Description | |
|-------|--------------|---|
| 1 | Negligible | Less than 10% of property severely damaged, shutdown of facilities and services for less than 24 hours, and/or injuries/illnesses treatable with first aid |
| 2 | Limited | Greater than 10% up to 25% of property severely damaged, shutdown of facilities and services for more than a week, and/or injuries/illnesses that do not result in permanent disability |
| 3 | Critical | Greater than 25% up to 50% of property severely damaged, shutdown of facilities and services for at least 2 weeks, and/or injuries/illnesses that result in permanent disability |
| 4 | Catastrophic | More than 50% of property severely damaged, shutdown of facilities and services for more than 30 days, and/or multiple deaths |

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Warning time or the speed of onset is the amount of warning time available before a hazard occurs. The average rather than shortest or longest warning time is considered in the hazard assessment. For many natural hazards, there is a considerable amount of warning time as opposed to the human caused hazards that occur instantaneously or without any significant warning time. This factor was weighted 0.15 in the assessment. See scoring criteria in Table 3.

Table 3: Warning Time Scoring Criteria

| Score | Description |
|-------|---|
| 1 | More than 24 hours warning time |
| 2 | More than 12 up to 24 hours warning time |
| 3 | 6 to 12 hours warning time |
| 4 | Minimal or no warning (less than 6 hours warning) |

Duration is the typical amount of time that the community is impacted by a hazard. As an example, a snowstorm will likely last several hours, whereas a lightning strike would last less than a second. This factor was weighted 0.10 in the assessment. See scoring criteria in Table 4.

Table 4: Duration Scoring Criteria

| Score | Description |
|-------|-------------------|
| 1 | Less than 6 hours |
| 2 | Less than 1 day |
| 3 | Less than 1 week |
| 4 | More than 1 week |

With the weight value applied to each factor, the sum of the assessment criteria is used to determine the priority level of each hazard. The priority level determines how much focus is given to the hazard in the overall mitigation strategy. See Table 5 for the description of each priority level. The priority level determined for each hazard may not completely reflect the description of each level. The priority level that most accurately fits a hazard is applied, or due to local conditions and/or the planning committee, priority level may be adjusted.

Table 5: Hazard Priority Level

| Hazard Priority | | Description |
|-----------------|--------|---|
| 1 | High | Risk assessment score is high relative to other hazards; hazards may have occurred recently with severe impacts and long-term recovery; the hazard is generally a high priority in the community; the planning committee will identify potential mitigation projects |
| 2 | Medium | Risk assessment score is mid-range relative to other hazards; mitigation actions for hazards may already be complete or in progress; the hazard is generally a medium priority in the community; the planning committee will identify potential mitigation projects that may also address other hazards |
| 3 | Low | Risk assessment score is low relative to other hazards; mitigation actions for hazards may already be complete; the hazard is generally a low priority in the community; the planning committee may discuss potential mitigation projects |

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The multi-jurisdictional hazard risk assessment results for Washington County are included in Table 6. The assessment was used by each participating jurisdiction as a base for their specific hazard risk assessment. The planning committee was given an opportunity to modify the priority level of hazards to reflect local conditions and priorities. See Table 7 for the prioritization of hazards in Riverside.

Table 6: Washington County Multi-Jurisdictional Hazard Analysis and Risk Assessment

| Hazard | Type | Probability | .45 | Magnitude and Severity | .30 | Warning Time | .15 | Duration | .10 | Total | Priority Level |
|----------------------------------|---------------|-------------|------|------------------------|-----|--------------|-----|----------|-----|-------|----------------|
| Animal, Plant, Crop Disease | Natural | 2 | .90 | 2 | .60 | 4 | .60 | 4 | .40 | 2.50 | 2 |
| Drought | Natural | 4 | 1.80 | 2 | .60 | 1 | .15 | 4 | .40 | 2.95 | 1 |
| Earthquake | Natural | 1 | .45 | 1 | .30 | 4 | .60 | 1 | .10 | 1.45 | 3 |
| Expansive Soils | Natural | 1 | .45 | 1 | .30 | 1 | .15 | 1 | .10 | 1.00 | 3 |
| Extreme Heat | Natural | 3 | 1.35 | 2 | .60 | 1 | .15 | 4 | .40 | 2.50 | 2 |
| Flash Flood | Natural | 4 | 1.80 | 2 | .60 | 3 | .45 | 1 | .10 | 2.95 | 1 |
| Grass and Wild Land Fire | Natural | 2 | .90 | 1 | .30 | 1 | .15 | 1 | .10 | 1.45 | 3 |
| Hazardous Materials Incident | Technological | 2 | .90 | 1 | .30 | 4 | .60 | 4 | .40 | 2.20 | 2 |
| Human Disease | Natural | 1 | .45 | 2 | .60 | 2 | .30 | 4 | .40 | 1.75 | 2 |
| Infrastructure Failure | Technological | 3 | 1.35 | 2 | .60 | 4 | .60 | 4 | .40 | 2.95 | 1 |
| Landslide | Natural | 1 | .45 | 1 | .30 | 2 | .30 | 1 | .10 | 1.15 | 3 |
| Levee and Dam Failure | Technological | 2 | .90 | 1 | .30 | 4 | .60 | 1 | .10 | 1.90 | 2 |
| Radiological Incident | Technological | 1 | .45 | 1 | .30 | 4 | .60 | 4 | .40 | 1.75 | 3 |
| River Flood | Natural | 4 | 1.80 | 2 | | 1 | .15 | 4 | .40 | 2.35 | 1 |
| Severe Winter Storm | Natural | 4 | 1.80 | 1 | .30 | 3 | .45 | 2 | .20 | 2.75 | 1 |
| Sinkholes | Natural | 1 | .45 | 1 | .30 | 2 | .30 | 1 | .10 | 1.15 | 3 |
| Terrorism | Human Caused | 1 | .45 | 2 | .60 | 4 | .60 | 2 | .20 | 1.85 | 2 |
| Thunderstorm, Lightning and Hail | Natural | 4 | 1.80 | 2 | .60 | 2 | .30 | 2 | .20 | 2.9 | 1 |
| Tornado and Windstorm | Natural | 4 | 1.80 | 2 | .60 | 3 | .45 | 2 | .20 | 3.05 | 1 |
| Transportation Incident | Technological | 2 | .90 | 1 | .30 | 4 | .60 | 2 | .20 | 2.00 | 2 |

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Table 7: Riverside Hazard Prioritization

| Hazard | Type | Current Priority Level | Priority Level Update |
|----------------------------------|---------------|------------------------|-----------------------|
| Animal, Plant, Crop Disease | Natural | 2 | |
| Drought | Natural | 2 | |
| Earthquake | Natural | 1 | |
| Expansive Soils | Natural | 3 | |
| Extreme Heat | Natural | 1 | |
| Flash Flood | Natural | 1 | |
| Grass and Wild Land Fire | Natural | 2 | |
| Hazardous Materials Incident | Technological | | |
| Human Disease | Natural | 1 | |
| Infrastructure Failure | Technological | 1 | |
| Landslide | Natural | 3 | |
| Levee and Dam Failure | Technological | Excluded | |
| Radiological Incident | Technological | 2 | |
| River Flood | Natural | 1 | |
| Severe Winter Storm | Natural | 1 | |
| Sinkholes | Natural | Excluded | |
| Terrorism | Human Caused | 1 | |
| Thunderstorm, Lightning and Hail | Natural | 1 | |
| Tornado and Windstorm | Natural | 1 | |
| Transportation Incident | Technological | 2 | |

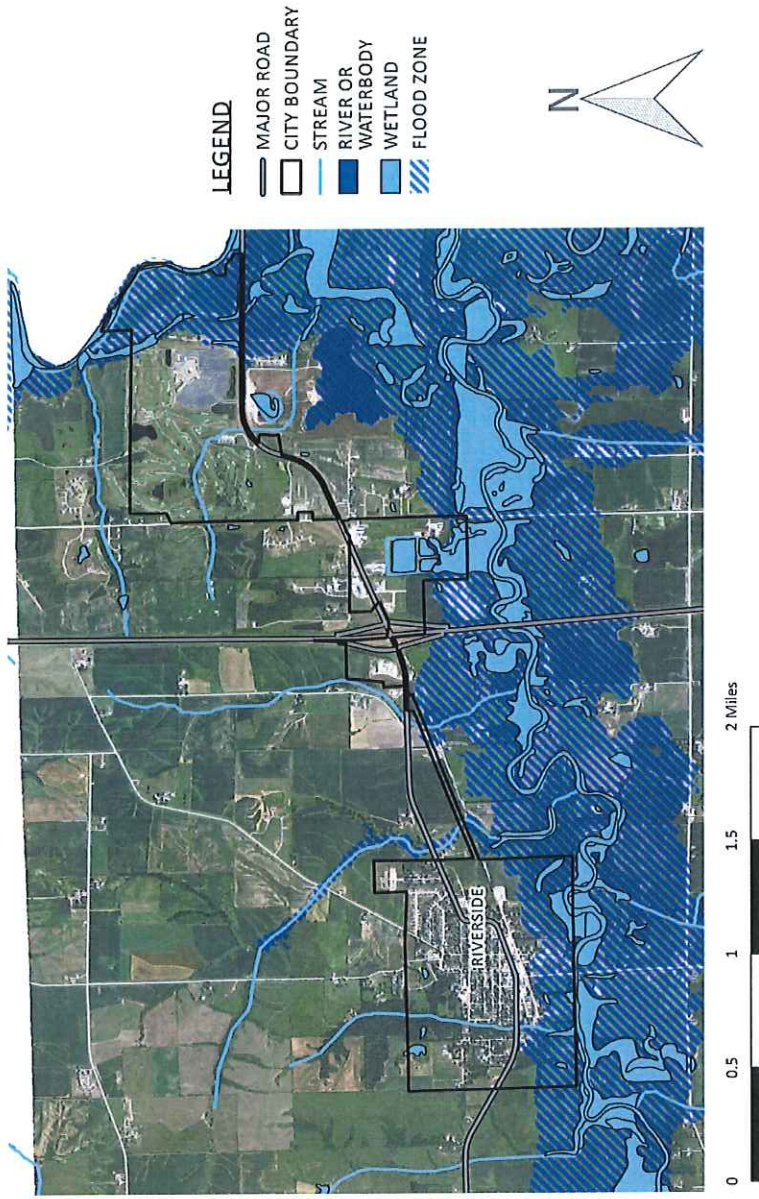
It should be noted that hazards from the existing plan were grouped to reflect the simplified list of hazards in the 2013 Iowa Hazard Mitigation Plan. To compare the previous and new assessments, the score for combined hazards were averaged to determine priority level. Refer to Table 8.

Table 8: Combined Hazards

| Combined Hazard | Hazards |
|------------------------------|--|
| Human Disease | Human Disease Incident and Pandemic Human Disease |
| Hazardous Materials Incident | Fixed Hazardous Materials, Pipeline Transportation, and Transportation Hazardous Materials |
| Infrastructure Failure | Communication Failure, Energy Failure, Structural Failure, and Structural Fire |
| Transportation Incident | Air Transportation, Highway Transportation, Railway Transportation, and Waterway Incident |
| Terrorism | Enemy Attack, Biological Terrorism, Agro-Terrorism, Chemical Terrorism, Conventional Terrorism, Cyber Terrorism, Radiological Terrorism, and Public Disorder |
| Radiological Incident | Fixed Radiological Incident and Transportation Radiological Incident |

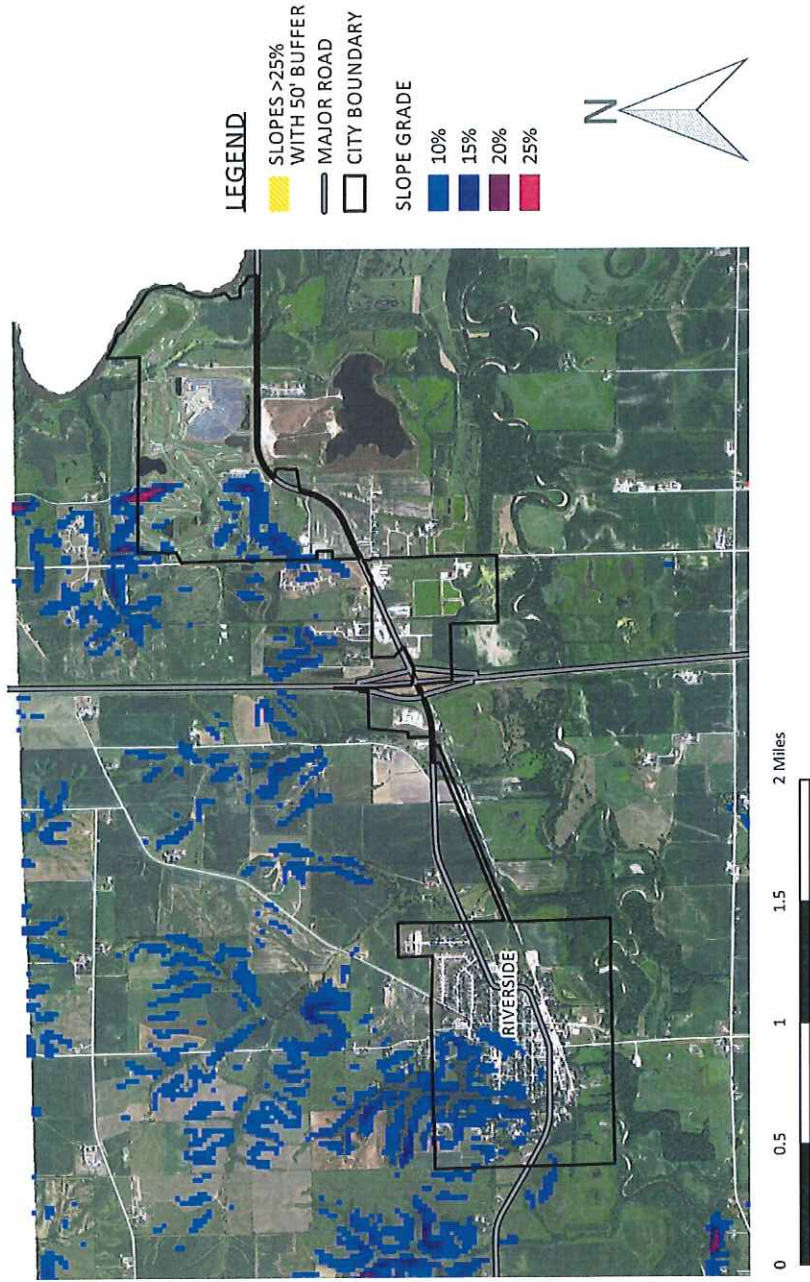
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Map 1: Riverside Area Flood Zones



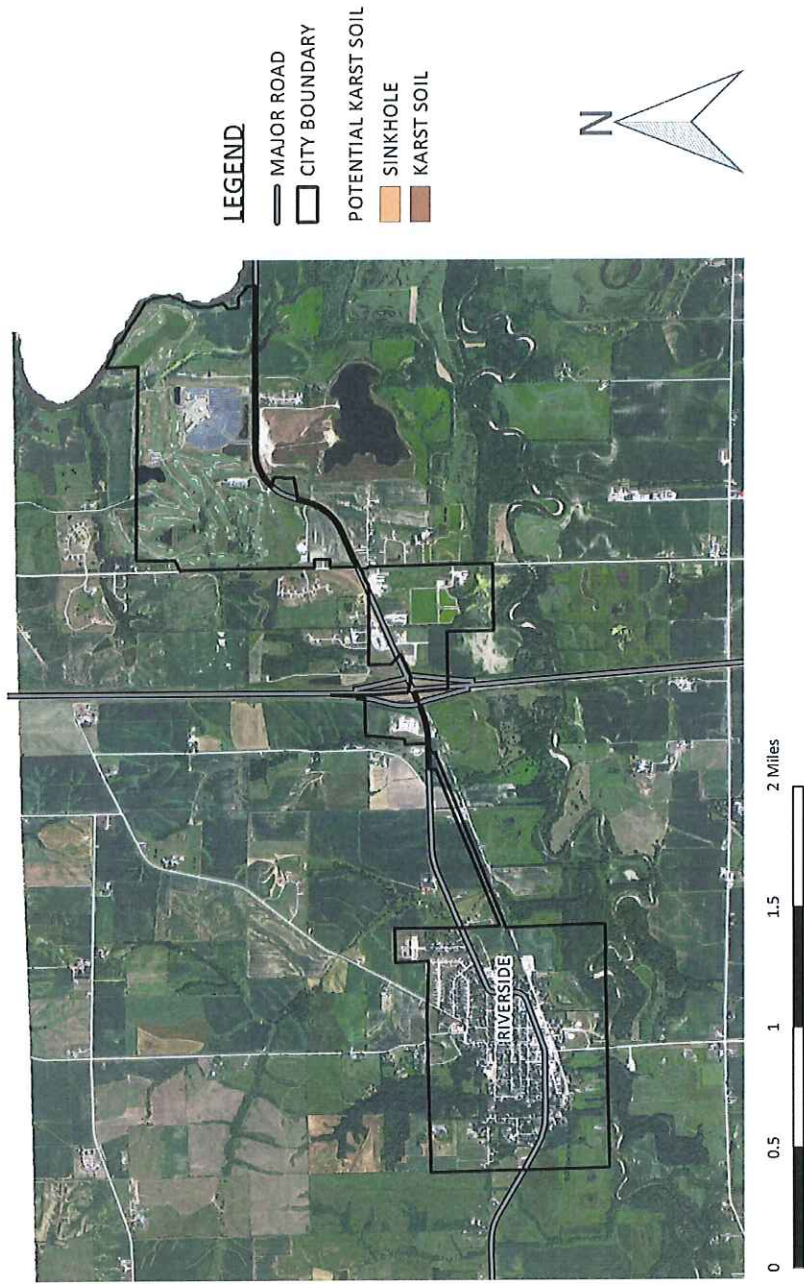
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Map 2: Riverside Area Steep Slopes



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Map 3: Riverside Area Potential Karst Soil



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CRITICAL FACILITIES AND VULNERABLE POPULATIONS

Critical facilities are the buildings, facilities, and infrastructure that provide essential services to the residents and businesses in the community. In Riverside, all City property and infrastructure are considered critical facilities. For specific critical facilities, refer to Table 9.

Table 9: Riverside Critical Facilities

| Facility | Location |
|-----------------------------|---------------------|
| City Hall | 60 N. Greene St. |
| Water tower | |
| Water plant | |
| Wastewater plant | |
| Shop | |
| Riverside Elementary School | 220 Schnoebelen St. |
| Community Center | |
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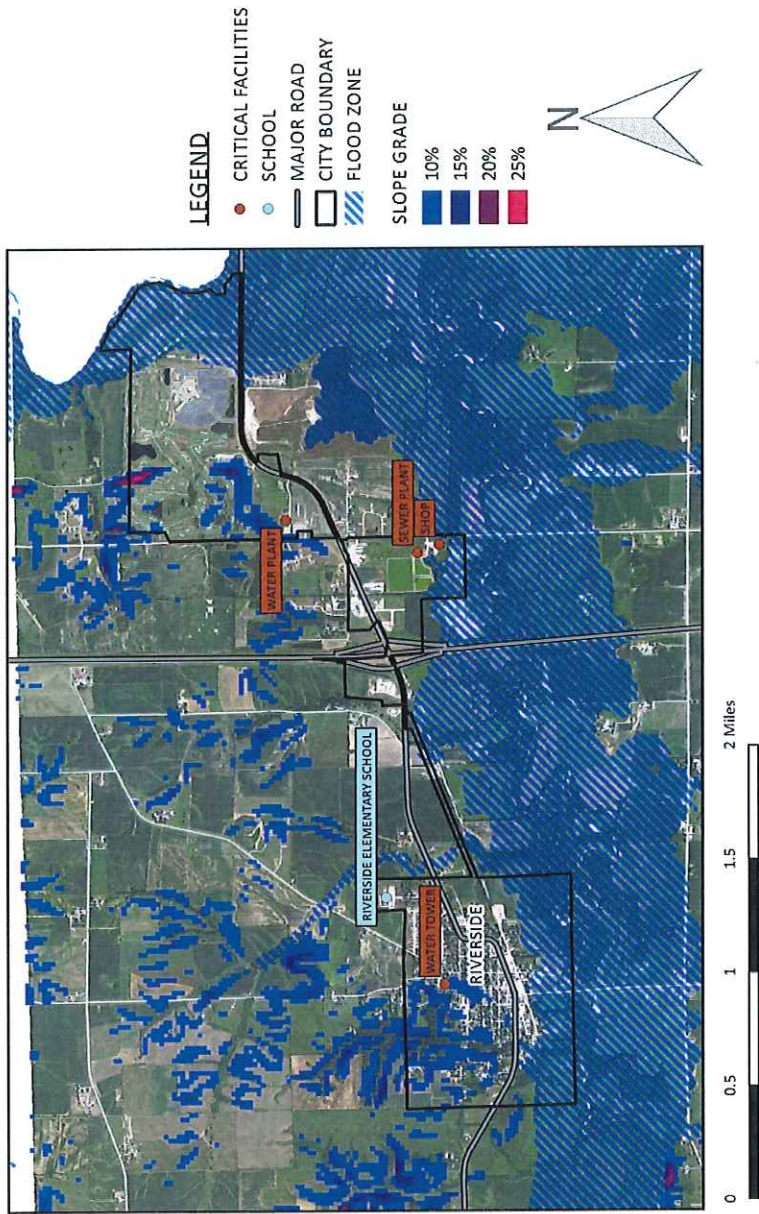
There are several facilities with vulnerable populations identified within Riverside. See Table 10.

Table 10: Riverside Vulnerable Populations

| Facility | Location |
|-----------------------------|---------------------|
| Riverside Elementary School | 220 Schnoebelen St. |
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Map 4: Riverside Critical Facilities and Vulnerable Populations



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PLANNING GOALS

Throughout the development process of this plan, goals were used as a guide for planning committee discussion and final decision making. Jurisdiction representatives reviewed the goals in the current hazard mitigation plan and example goals provided by the planning consultant.

Current Hazard Mitigation Goals

1. Protect critical facilities, infrastructure and other community assets from the impacts of hazards.
2. Protect the health, safety and property of residents in the planning area.
3. Improve education and awareness regarding hazards, risk and reducing vulnerability in the planning area.
4. Ensure that public funds are used in the most efficient manner.

Example Hazard Mitigation Goals

1. Protect the health and safety of residents, visitors, staff, and emergency personnel (paid or volunteer) during and after hazard events
2. Minimize losses to existing and future structures in hazard areas. Critical facilities are priority structures.
3. Maintain local services and infrastructure in order to reduce community, economic, and environmental disruption during and after hazard events.
4. Educate residents and visitors about hazards and the resources available.
5. Use public funds in a cost effective and fair manner.

Attendees decided to adopt the example goals except for one addition the last goal, which is adding the word "efficient."

Hazard Mitigation Goals Update

1. Protect the health and safety of residents, visitors, staff, and emergency personnel (paid or volunteer) during and after hazard events
2. Minimize losses to existing and future structures in hazard areas. Critical facilities are priority structures.
3. Maintain local services and infrastructure in order to reduce community, economic, and environmental disruption during and after hazard events.
4. Educate residents and visitors about hazards and the resources available.
5. Use public funds in an efficient, cost effective, and fair manner.

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OPERATIONS AND RESOURCES

Riverside has a wide range of operations and resources to implement a well-rounded hazard mitigation strategy. All City operations and resources were considered throughout the plan development process to ensure the City’s final mitigation strategy is feasible. See Table 11.

Table 11: Riverside Operations and Resources

| | |
|---|--|
| Officials, Commissions, and Committees | <ul style="list-style-type: none"> • Mayor • City Council • Washington County Emergency Management Commission • Planning and Zoning Commission |
| Staff and Departments | <ul style="list-style-type: none"> • City Administrator • City Clerk • Utilities • Parks and Streets • Water/Waste Water |
| City Services | <ul style="list-style-type: none"> • Clean and secure water supply • Wastewater management and treatment • Riverside Fire Department • Riverside First Responders • Street maintenance and improvements • Vegetation and tree management in public areas • Snow removal • Outdoor warning siren system • Yard waste management |
| Contracted or Agreement Services | <ul style="list-style-type: none"> • Washington County Emergency Management Agency • Washington County Sheriff’s Department • Emergency Medical Service • Fire protection mutual aid agreements • East Central Iowa Council of Governments (ECICOG) • Southeast Iowa Multi-County Landfill (SEMCO) • Solid waste and recycling • Storm debris removal • Kalona Public Library • Muscatine Fire Department for countywide HAZMAT response |
| Policies, Programs, and Plans | <ul style="list-style-type: none"> • Riverside Code of Ordinances* • Comprehensive Plan • Zoning Code • Comprehensive Regional Development Strategy (CRDS) • Washington County Emergency Management Plan • Coordinate with Washing County Emergency Management Agency • Coordinate with Washington County Public Health • Coordinate with Iowa Department of Natural Resources |
| Local Organizations | <ul style="list-style-type: none"> • Church, service, or other(s) |
| Financial and Other Resources | <ul style="list-style-type: none"> • City budget • Bonds • Grants • Donations |

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*The asterisk indicates officials or staff that participated in the plan development process or policies, programs, and plans that were discussed or reviewed for relevancy in the City's mitigation strategy.

MITIGATION STRATEGY

All identified hazards are addressed by at least one mitigation action in Riverside’s final mitigation strategy. Several mitigation actions address multiple hazards due to the similar impacts. Mitigations actions for flood or severe weather hazards are often similar. See Table 12 for the City’s mitigation strategy.

Table 12: Riverside Mitigation Strategy

| Proposed Mitigation Action | Hazard(s) Addressed | Goal(s) Addressed | Inclusion in Existing Plan | Update/Notes |
|---|---|-------------------|----------------------------|--------------|
| Install generator at Community Center | Flash flood; river flood; infrastructure failure; severe winter storm; thunderstorm, lightning, and hail; tornado and windstorm | 1, 3, 5 | | |
| Install safe room in Community Center | Tornado and windstorm | 1, 5 | | |
| Security cameras at critical facilities | Terrorism | 1, 5 | | |
| Flood buyouts | River flood | 1, 2, 5 | | |
| Warning siren installation or update | Thunderstorm, lightning, and hail; tornado and windstorm | 1, 4, 5 | | |
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As determined by the planning committee, certain mitigation actions in the existing plan are not addressed in the updated mitigation strategy because the proposed mitigation actions are technically ongoing operations, the City is not financially or legally responsible, or the project does not reflect current conditions and priorities in the community. **Mitigation actions include...**

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ACTION PLAN

To determine how a mitigation strategy should be completed, an action plan and timeline for mitigation actions was determined through a prioritization process that considered local priorities and capabilities identified in the Operations and Resources section, potential benefit, and estimated cost. Ultimately, mitigation actions were assigned a priority level by the planning committee, which determines the potential timeline for completion. Refer to Tables 13 – 14.

Table 13: Benefit vs. Cost Criteria

| Type | Benefit | Cost |
|--------|--|---|
| High | Results are likely immediate and/or widespread reduction of risk from hazard(s) addressed; generally supported by the community; lead agency has capabilities | Existing funding is not adequate to complete the project; funding may only be available through grants/assistance; anticipated to cost greater than \$100,000 |
| Medium | Results are likely a long-term reduction of risk from hazard(s) addressed and/or results are not widespread; potential community opposition; lead agency has capabilities | Requires amending the budget and/or requires a bond to complete the project; anticipated to cost between \$10,000 and \$100,000 |
| Low | Results are difficult to determine and/or may not result in long-term reduction of risk from hazard(s) addressed; definite community opposition; lead agency may encounter capability issues | Existing funding is adequate or the project can be completed through volunteer and/or staff time; anticipated to cost less than \$10,000 |

Table 14: Mitigation Action Priority Level Criteria

| Priority Level | Potential Project Timeline |
|----------------|----------------------------|
| 1 | 1 – 5 years |
| 2 | 5 – 10 years |
| 3 | 10 – 15 years |

For most jurisdictions, not all mitigation actions considered in the prioritization process met exact criteria. The planning team in each jurisdiction developed the final action plan to ensure priority levels reflect local priorities and capabilities. It should be noted, not all jurisdictions identified all three priority levels for mitigation actions. Some jurisdictions have adopted a shorter term focus for completing mitigation actions.

In addition to the potential benefit, cost, and priority level of a mitigation action, the action plan also identifies the individual position in the jurisdiction that is the lead, potential partners, and funding sources. In the action plan for each jurisdiction, some of the identified potential partners and funding sources are abbreviated. Table 15 is reference for the abbreviations. All other partners and funding sources are explanatory.

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Table 15: Potential Partner and Funding Abbreviations

| Potential Partner or Funding | Abbreviation |
|--|-----------------------|
| Iowa Homeland Security and Emergency Management Division | IHSEMD |
| Iowa Department of Natural Resources | Iowa DNR |
| Iowa Department of Transportation | IDOT |
| Washington County Emergency Management Agency | Washington County EMA |
| East Central Iowa Council of Governments | ECICOG |
| Community School District | CSD |
| Pre-Disaster Mitigation | PDM |
| Hazard Mitigation Grant Program | HMGP |
| Flood Mitigation Assistance | FMA |
| Community Development Block Grant | CDBG |
| United State Department of Agriculture | USDA |

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The Riverside planning committee prioritized the mitigation actions in the jurisdiction's mitigation strategy to determine the potential benefit, cost, and priority level. Mitigation actions with a high priority level are expected to be addressed by the jurisdiction during the life of this plan. Refer to Table 16 for the City's action plan.

Table 16: Riverside Action Plan

| Priority Level | Proposed Mitigation Action | Lead | Potential Partner(s) | Benefit | Cost | Potential Funding Source(s) |
|----------------|---|------|----------------------|---------|------|-----------------------------|
| 1 | Install generator at Community Center | | | | | |
| 1 | Install safe room in Community Center | | | | | |
| 1 | Security cameras at critical facilities | | | | | |
| 1 | Flood buyouts | | | | | |
| 2 | Warning siren installation or update | | | | | |
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PLAN INCORPORATION AND REVIEW

The City of Riverside will officially adopt the Washington County Multi-Jurisdictional Hazard Mitigation 2019–2024 by resolution at a City Council meeting. Annual review of the plan will occur **month/season/quarter**.

PLANNING COMMITTEE AND MEETING

In this multi-jurisdictional planning process, a planning committee was established to ensure the final plan reflects local capabilities, conditions, and priorities in each community. The composition of planning committees throughout Washington County varies due to type, size, and past planning efforts in each community. The members and meeting attendance for the planning committee is included in Table 17 to provide context for how final mitigation strategies were identified for each jurisdiction.

Table 17: Riverside Planning Committee

| Name | Position/Organization |
|------|-----------------------|
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Meeting documentation is included in the following pages. Documentation includes public notice, agenda, meeting minutes, and sign-in sheet

6:30

COUNCIL MEETING

RIVERSIDE CITY COUNCIL MEETING: October 16, 2017

The Riverside City Council meeting opened at 6:30 pm in City Hall with Mayor Allen Schneider requesting roll call. Council members present were: Bob Schneider Jr., Tom Sexton, Rob Weber, Ralph Schnoebelen, and Jeanine Redlinger.

Motion by Sexton to approve the agenda with the addition of the "traveling water meter" added to the PeopleService report. Second by Redlinger, passed 5-0.

Sexton moved to approve the minutes from October 2nd, and expenditures with the notation that planter flowers should be a line item in the budget next year. Second by Schnoebelen, passed 5-0. Mayor Schneider requested that flower and planting expenses be brought to the City Council for prior approval in the future.

Randy Sexton of Eastern Iowa Sledheads presented agreement to trim back the tree branches on the trail. Schnoebelen moved to rent lift equipment for branch trimming, and provide for clean-up and chipping. Second by Weber, passed 5-0.

Glen Meisner of MMS provided an update on Capital improvements. Washburn and 2nd Street project is 99% complete. Final presentation will be at next meeting. Weber moved to pass Resolution #101617-01 Pay request #6 to Dave Schmidt Construction for \$102,559.48. Second by Redlinger, passed 5-0.

Sexton moved to pass Resolution #101617-02 Change Order #12 to Dave Schmidt Construction for modification of topsoil on Washburn and 2nd Street resulting in a credit of (\$15,604.20). Second by Schnoebelen, passed 5-0.

Schneider moved to pass Resolution #101617-03 Change Order #13 to Dave Schmidt Construction for connecting new storm sewer to intake #3 on Washburn Street in the amount of \$2696.04. Second by Weber, passed 5-0.

Schnoebelen moved to pass Resolution #101617-04 Change Order #14 to Dave Schmidt Construction for changes made to the east alley north of the Methodist Church, and at the west side of Washburn at a total cost of \$6,463.10. Second by Redlinger, passed 5-0.

Schneider moved to have city attorney review the 28E agreement with Washington County for the re-surfacing project on W61, with the City requesting that rumble strips be omitted from the City portion of the project. Second by Sexton, passed 5-0.

City received notification from the Army Corps of Engineers that the Hall Park stockpile of soil does not require a Department of the Army (DA) Section 404 permit.

Meisner presented cost estimates of future Capital Improvement Projects. A work session to prioritize projects will be held on Monday, October 30th at 6:00 pm.

Discussion held on condition of side walk north of City Hall. Schneider moved to have yellow caution stripe painted on sidewalk. Second by Schnoebelen, passed 5-0.

Council will hold a work session on Saturday, October 28th at 8:00 am to do a water flow check on Ella Street.

Sexton moved to enter into Closed Session pursuant to Iowa Code Section 21.5 (1)(j) Real Estate at 8:10 pm. Second by Schneider, passed 5-0.

Weber moved to return to open session at 8:32 pm. Second by Sexton, passed 5-0.

Discussion of stick pick-up program. Council will research other options for next year.

Sexton moved to pass Resolution #101617-05 Setting the Public Hearing for Expanding Riverside's Urban Renewal Area for November 20th at 6:30 pm. Second by Weber, passed 5-0.

Schneider moved to have clerk shop around for best rates for a mature City CD. Second by Redlinger, passed 5-0.

Schnoebelen moved to pass Resolution #101617-06 Set Public Hearing for Sale of City property at 81 E 1st Street for November 6, 2017 at 6:30 pm. Second by Weber, passed 5-0.

Schneider moved to increase WEDGE support from \$1500 to \$2000. Second by Weber, passed 4-1 Sexton opposed.

Schnoebelen moved to get agreement signed with Walkers for the new Welcome sign. Second by Sexton, passed 5-0.

Redlinger moved to hire Solar Consultant by the next meeting. Second by Weber, passed 5-0.

Bill Stukey of PeopleService, Inc. presented the September water and waste water reports. Stukey will get cost numbers on traveling meters and rate charges for next meeting.

Redlinger moved to adjourn at 10:34 pm. Second by Sexton, passed 5-0.

Full content of Council Meetings can be viewed on the City web site;
www.cityofriverviewiowa.com

Council Work Session on Ella Street – Saturday, October 28, 2017 at 8:00 am

Council Work Session on Capital Improvements – October 30, 2017 at 6:00 pm

Council Work Session for Hazard Mitigation Planning – November 6, 2017 at 5:30 pm

Council Meeting – Monday, November 6, 2017 at 6:30 pm

ATTEST:

Lory Young; City Clerk

Allen Schneider; Mayor

| EXPENDITURES 11-06-17 | | | | |
|---------------------------|----------------------------|----------------|--------------|-------------|
| COUNCIL MEETING | | | | |
| | UNPAID BILLS | | | |
| ALLIANT ENERGY | PARKS | 001-5-430-6371 | \$ 470.09 | |
| ALLIANT ENERGY | SEWER | 610-5-815-6371 | \$ 618.45 | |
| ALLIANT ENERGY | WATER | 600-5-810-6371 | \$ 101.18 | |
| ALLIANT ENERGY | CITY HALL | 001-5-650-6371 | \$ 251.73 | |
| ALLIANT ENERGY | COMM BUILD | 001-5-460-6371 | \$ 49.72 | |
| ALLIANT ENERGY | STREET LIGHTS | 001-5-230-6371 | \$ 1,442.51 | |
| ALLIANT ENERGY | FIRE STATION | 001-5-150-6330 | \$ 366.76 | \$ 3,300.44 |
| APPARATUS TESTING SERVICE | PUMP INSPECTIONS | 001-5-150-6356 | \$ 942.00 | |
| GOV OFFICE | WEBSITE RENEWAL 10/2018 | 001-5-650-6496 | \$ 475.00 | |
| HOLIDAY INN | CONFERENCE | 001-5-650-6240 | \$ 183.65 | |
| IPI | STREET SIGNS/POSTS | 110-5-210-6415 | \$ 555.75 | |
| LENZ, BRYAN | NOV CE;; | 001-5-210-6373 | \$ 50.00 | |
| LL PELLING | STREET REPAIRS | 110-5-210-6417 | \$ 1,332.50 | |
| MEARDON, SUEPPEL & DOWNER | CHERRY LANE | 301-5-750-6772 | \$ 599.24 | |
| MEARDON, SUEPPEL & DOWNER | WASHBURN & 2ND STREET | 301-5-750-6781 | \$ 976.92 | |
| MEARDON, SUEPPEL & DOWNER | LEGAL | 001-5-640-6411 | \$ 1,723.84 | \$ 3,300.00 |
| OFFICE EXPRESS | CITY HALL | 001-5-650-6506 | \$ 649.71 | |
| OMMI SITE | 4 ALARMS-SEWER | 610-5-815-6373 | \$ 199.64 | |
| OMMI SITE | WATER PLANT ALARM | 600-5-810-6373 | \$ 49.91 | \$ 249.55 |
| PEOPLE SERVICES | NOV. SERVICE | 600-5-610-6500 | \$ 10,736.50 | |
| PEOPLE SERVICES | NOV. SERVICE | 610-5-815-6500 | \$ 10,736.50 | |
| RIVER PRODUCTS | ROADSTONE | 110-5-210-6417 | \$ 497.01 | |
| SIMPLY TREES | OCT. STICK PICK-UP | 001-5-510-6320 | \$ 1,600.00 | |
| SIMPLY TREES | WALNUT TREE REMOVAL | 001-5-510-6495 | \$ 250.00 | \$ 1,850.00 |
| STANDARD PEST CONTROL | CITY HALL | 001-5-650-6310 | \$ 40.00 | |
| STANDARD PEST CONTROL | FIRE STATION | 001-5-150-6310 | \$ 20.00 | \$ 60.00 |
| STULKE, JAY | OCT INSPECTIONS | 001-5-170-6499 | \$ 35.00 | |
| STULKE, JAY | NOV CELL | 001-5-430-6373 | \$ 50.00 | |
| TYLER TECHNOLOGIES | UTILITY MAINTENANCE | 001-5-650-6497 | \$ 550.00 | |
| UTILITY SERVICE CO., INC. | ANNUAL TOWER CONTRACT | 600-5-810-6324 | \$ 5,653.00 | |
| YOUNG, LORY | NOV CELL | 001-5-650-6373 | \$ 50.00 | |
| | TOTAL UNPAID BILLS | | \$ 41,256.61 | <i>✓ Bl</i> |
| | SEPT. EOM BILLS PAID | | | |
| VERIZON | WATER METER TOWERS | | \$ 63.54 | |
| LINCOLN NATIONAL LIFE | NOVEMBER PREMIUM | | \$ 184.07 | |
| WINDSTREAM | WATER, SEWER, SHOP SERVICE | | \$ 586.30 | |
| REC | SEPT. BILLING | | \$ 6,656.16 | |
| DELTA DENTAL | OCTOBER PREMIUM | | \$ 233.48 | |
| WELLMARK | OCTOBER PREMIUM | | \$ 4,435.70 | |
| A TECH | RVFD - ALARMS | 001-5-150-6356 | \$ 84.00 | |
| MEDIACOM | RVFD INTERNET | 001-5-150-6332 | \$ 139.16 | |
| MEDIACOM | CB, CITY HALL | 001-5-60-6373 | \$ 322.17 | \$ 461.33 |
| MID AMERICAN ENERGY | SHOP | 001-5-210-6371 | \$ 12.73 | |
| MID AMERICAN ENERGY | RVFD | 001-5-150-6330 | \$ 12.73 | |
| MID AMERICAN ENERGY | CITY HALL | 001-5-650-6371 | \$ 11.08 | |
| MID AMERICAN ENERGY | COMM BUILD | 001-5-460-6371 | \$ 11.08 | \$ 47.62 |
| US BANK | COPIER LEASE | 001-5-650-6496 | \$ 166.37 | |
| | TOTAL PAID BILLS | | \$ 12,918.57 | |
| | TOTAL EXPENDITURES | | \$ 54,175.18 | |

Becky LaRoche

From: Licensing2, ABD <licensing2@iowaabd.com> on behalf of licensing@iowaabd.com
Sent: Friday, November 03, 2017 2:33 AM
To: becky@cityofriversideiowa.com
Cc: Licensing@IowaABD.com
Subject: Liquor License Submitted to Local Authority

Insurance coverage/bond certification has been completed for the following application(s). The application(s) is awaiting local authority review. After local authority approval, the application will be submitted to the Iowa Alcoholic Beverages Division for review.

| License # | License Status | Business Name |
|-----------|------------------------------|--|
| BC0028691 | Submitted to Local Authority | Casey's General Store #2629 (200 E. 1st St. Riverside Iowa, 52327) |

Please do not respond to this email.

To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status



Virus-free. www.avg.com

RESOLUTION #110617-01

**RESOLUTION TO SELL PROPERTY LOCATED AT 81 E 1ST
STREET, KNOWN AS THE RIVERSIDE COMMUNITY
BUILDING TO JOHN SOJKA**

WHEREAS, the City of Riverside, Iowa, on November 6th, 2017 a public hearing was held during the City Council Meeting beginning at 6:30 pm, to accept the proposed sale of the property located at 81 E 1st Street, known as the "Riverside Community Building" to John Sojka for an amount not to exceed \$33,400.00.

THEREFORE, BE IT RESOLVED, The City of Riverside City Council, hereby approves the sale of this building.

IT WAS MOVED BY Councilperson _____, seconded by Councilperson _____, that the foregoing resolution be adopted.

ROLL CALL VOTE: Schneider, Sexton, Schnoebelen, Weber, Redlinger

Ayes:

Nays:

Absent:

Signed: _____
Allen Schneider, Mayor

Attest : _____
Lory Young, City Clerk

COPY

**PUBLIC HEARING FOR THE CITY COUNCIL
OF THE CITY OF RIVERSIDE, IOWA**

The City Council of the City of Riverside, Iowa will hold a public hearing for the purpose of selling property located at 81 E 1st Street, known as the Riverside Community Building, to John Sojka. The Public Hearing will be held during the City Council meeting on Monday, November 6th, 2017 at 6:30 p.m. at City Hall.

All interested persons are invited to attend the public hearing and to offer comments, orally or in writing, in support of or in opposition of the sale. Written comments may be submitted to the Riverside City Clerk, Lory Young, P.O. Box 188, Riverside, IA 52327-0188, in advance of the public hearing. Any questions regarding the sale of property may also be directed to City Hall.

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

Lory Young, Riverside City Clerk

*Sent to paper
10/17/17*

Sept. 14, 2017

COPY

Mayor Schneider and the City Council of
the city of Riverside;

(~~\$30,000~~ - \$35,000) *My intent is to offer the city of
Riverside for city property that
is commonly called the "community building".
If we can consummate an agreement, my
intent is to make immediate improve-
ments which include a new floor and
while maintaining the historical aesthetic
of the building's facade, touch point
the brick. The exterior vinyl siding
will be replaced with "facing" that
will enhance and beautify the facade.
Additional improvements will be made.

When completed, I will place
a minimum of two (and potentially
three) retail businesses in the building.
These businesses will be unique and
needed by the city of Riverside.

This offer is subject to:

1. Structural, Mechanical and Electrical
inspection of building, to be approved by
buyer
2. Purchase price will include all appliances
and kitchen equipment.

This offer expires at 9:00 P.M., Sept. 18, 2017
Thanks for considering my offer to purchase.

| RACE ENTERPRISES #08-0080-01 | | | 10/30/2017 | |
|---|----------|---------|------------|------------|
| 3078 HWY 22 E | | | | |
| RIVERSIDE, IA 52327 | | | | |
| FY 17-18 | | BILLED | S/B | DIFFERENCE |
| | 10/31/17 | 830.06 | 830.06 | |
| | 09/30/17 | 1497.38 | 1497.38 | |
| | 08/31/17 | 84.86 | 1,049.76 | 964.90 |
| | 07/31/17 | 110.66 | 945.92 | 835.26 |
| | | | | |
| | | | | |
| FY 16-17 | | | | |
| | 06/30/17 | 225.98 | 1,047.32 | 821.34 |
| | 05/31/17 | 117.00 | 807.64 | 690.64 |
| | 04/30/17 | 113.40 | 1,047.32 | 933.92 |
| | 03/31/17 | 118.20 | 1,115.80 | 997.60 |
| | 02/28/17 | 196.20 | 2,228.60 | 2,032.40 |
| | 01/31/17 | 37.62 | 713.48 | 675.86 |
| | 12/31/16 | 139.80 | 1,423.96 | 1,284.16 |
| | 11/30/16 | 148.20 | 1,543.80 | 1,395.60 |
| | 10/31/16 | 99.00 | 841.88 | 742.88 |
| | 09/30/16 | 89.40 | 704.92 | 615.52 |
| | 08/31/16 | 96.60 | 807.64 | 711.04 |
| | 07/31/16 | 97.80 | 824.76 | 726.96 |
| | | | | |
| | | | | |
| FY 15-16 | | | | |
| | 06/30/16 | 118.20 | 1,115.80 | 997.60 |
| | 05/31/16 | 108.60 | 978.84 | 870.24 |
| | 04/30/16 | 109.80 | 995.69 | 885.89 |
| | 03/31/16 | 173.40 | 1,903.32 | 1,729.92 |
| | 02/28/16 | 88.20 | 687.80 | 599.60 |
| | 01/31/16 | 58.20 | 362.52 | 304.32 |
| | 12/31/15 | 202.20 | 2,314.20 | 2,112.00 |
| | 11/30/15 | 211.80 | 2,451.16 | 2,239.36 |
| | 10/31/15 | 207.00 | 2,382.68 | 2,175.68 |
| | 09/30/15 | 73.80 | 529.44 | 455.64 |
| | | | | |
| | | | | |
| CURRENT BALANCE DUE: \$26,647.12 | | | | |

| Date | Packet | Type | Receipt # | Reference | Debits | Credits | Balance |
|------------|------------------------|-----------------|-----------|--------------------|----------|----------|-----------|
| 10/31/2017 | 005520 | Bill | | 9/15-10/15 11/15 | 830.06 | | 26,647.12 |
| 09/30/2017 | 005512 | Adjustment | | APPLY CREDITS | | | 25,817.06 |
| 09/30/2017 | 005512 | Bill-Adjustment | | 8/15- 9/15 MANUAL | 1,497.38 | | 25,817.06 |
| 09/30/2017 | 005512 | Bill-Reverse | | 8/15- 9/15 MANUAL | | 5,265.80 | 24,319.68 |
| 08/31/2017 | 005512 | Bill-Adjustment | | 7/15- 8/15 MANUAL | 1,049.76 | | 29,585.48 |
| 08/31/2017 | 005512 | Bill-Reverse | | 7/15- 8/15 MANUAL | | 84.86 | 28,535.72 |
| 07/31/2017 | 005512 | Bill-Adjustment | | 6/15- 7/15 MANUAL | 945.92 | | 28,620.58 |
| 07/31/2017 | 005512 | Bill-Reverse | | 6/15- 7/15 MANUAL | | 110.66 | 27,674.66 |
| 06/30/2017 | 005512 | Bill-Adjustment | | 5/15- 6/15 MANUAL | 1,047.32 | | 27,785.32 |
| 06/30/2017 | 005512 | Bill-Reverse | | 5/15- 6/15 MANUAL | | 225.98 | 26,738.00 |
| 05/31/2017 | 005512 | Bill-Adjustment | | 4/15- 5/15 MANUAL | 807.64 | | 26,963.98 |
| 05/31/2017 | 005512 | Bill-Reverse | | 4/15- 5/15 MANUAL | | 117.00 | 26,156.34 |
| 04/30/2017 | 005512 | Bill-Adjustment | | 3/15- 4/15 MANUAL | 1,047.32 | | 26,273.34 |
| 04/30/2017 | 005512 | Bill-Reverse | | 3/15- 4/15 MANUAL | | 113.40 | 25,226.02 |
| 03/31/2017 | 005512 | Bill-Adjustment | | 2/15- 3/15 MANUAL | 1,115.80 | | 25,339.42 |
| 03/31/2017 | 005512 | Bill-Reverse | | 2/15- 3/15 MANUAL | | 118.20 | 24,223.62 |
| 02/28/2017 | 005512 | Bill-Adjustment | | 1/15- 2/15 MANUAL | 2,228.60 | | 24,341.82 |
| 02/28/2017 | 005512 | Bill-Reverse | | 1/15- 2/15 MANUAL | | 196.20 | 22,113.22 |
| 01/31/2017 | 005512 | Bill-Adjustment | | 12/15- 1/15 MANUAL | 713.48 | | 22,309.42 |
| 01/31/2017 | 005512 | Bill-Reverse | | 12/15- 1/15 MANUAL | | 34.20 | 21,595.94 |
| 12/31/2016 | 005512 | Bill-Adjustment | | 11/15-12/15 MANUAL | 1,423.96 | | 21,630.14 |
| 12/31/2016 | 005512 | Bill-Reverse | | 11/15-12/15 MANUAL | | 139.80 | 20,206.18 |
| 11/30/2016 | 005512 | Bill-Adjustment | | 10/15-11/15 MANUAL | 1,543.80 | | 20,345.98 |
| 11/30/2016 | 005512 | Bill-Reverse | | 10/15-11/15 MANUAL | | 148.20 | 18,802.18 |
| 10/31/2016 | 005512 | Bill-Adjustment | | 9/15-10/15 MANUAL | 841.88 | | 18,950.38 |
| 10/31/2016 | 005512 | Bill-Reverse | | 9/15-10/15 MANUAL | | 99.00 | 18,108.50 |
| 09/30/2016 | 005512 | Bill-Adjustment | | 8/15- 9/15 MANUAL | 704.92 | | 18,207.50 |
| 09/30/2016 | 005512 | Bill-Reverse | | 8/15- 9/15 MANUAL | | 89.40 | 17,502.58 |
| 08/31/2016 | 005512 | Bill-Adjustment | | 7/15- 8/15 MANUAL | 807.64 | | 17,591.98 |
| 08/31/2016 | 005512 | Bill-Reverse | | 7/15- 8/15 MANUAL | | 96.60 | 16,784.34 |
| 07/31/2016 | 005512 | Bill-Adjustment | | 6/15- 7/15 MANUAL | 824.76 | | 16,880.94 |
| 07/31/2016 | 005512 | Bill-Reverse | | 6/15- 7/15 MANUAL | | 97.80 | 16,056.18 |
| 06/30/2016 | 005512 | Bill-Adjustment | | 5/15- 6/15 MANUAL | 1,115.80 | | 16,153.98 |
| 06/30/2016 | 005512 | Bill-Reverse | | 5/15- 6/15 MANUAL | | 118.20 | 15,038.18 |
| 05/31/2016 | 005512 | Bill-Adjustment | | 4/15- 5/15 MANUAL | 978.84 | | 15,156.38 |
| 05/31/2016 | 005512 | Bill-Reverse | | 4/15- 5/15 MANUAL | | 108.60 | 14,177.54 |
| 04/30/2016 | 005512 | Bill-Adjustment | | 3/15- 4/15 MANUAL | 995.96 | | 14,286.14 |
| 04/30/2016 | 005512 | Bill-Reverse | | 3/15- 4/15 MANUAL | | 109.80 | 13,290.18 |
| 03/31/2016 | 005512 | Bill-Adjustment | | 2/15- 3/15 MANUAL | 1,903.32 | | 13,399.98 |
| 03/31/2016 | 005512 | Bill-Reverse | | 2/15- 3/15 MANUAL | | 173.40 | 11,496.66 |
| 02/29/2016 | 005512 | Bill-Adjustment | | 1/15- 2/15 MANUAL | 687.80 | | 11,670.06 |
| 02/29/2016 | 005512 | Bill-Reverse | | 1/15- 2/15 MANUAL | | 88.20 | 10,982.26 |
| 01/31/2016 | 005512 | Bill-Adjustment | | 12/15- 1/15 MANUAL | 362.52 | | 11,070.46 |
| 01/31/2016 | 005512 | Bill-Reverse | | 12/15- 1/15 MANUAL | | 58.20 | 10,707.94 |
| 12/31/2015 | 005512 | Bill-Adjustment | | 11/15-12/15 MANUAL | 2,314.20 | | 10,766.14 |
| 12/31/2015 | 005512 | Bill-Reverse | | 11/15-12/15 MANUAL | | 202.20 | 8,451.94 |
| 11/30/2015 | 005512 | Bill-Adjustment | | 10/15-11/15 MANUAL | 2,451.16 | | 8,654.14 |
| 11/30/2015 | 005512 | Bill-Reverse | | 10/15-11/15 MANUAL | | 211.80 | 6,202.98 |
| 10/30/2015 | 005512 | Bill-Adjustment | | 9/15-10/15 MANUAL | 2,382.68 | | 6,414.78 |
| 10/30/2015 | 005512 | Bill-Reverse | | 9/15-10/15 MANUAL | | 207.00 | 4,032.10 |
| 09/30/2015 | 005512 | Bill-Adjustment | | 8/14- 9/15 MANUAL | 529.44 | | 4,239.10 |
| 09/30/2015 | 005512 | Bill-Reverse | | 8/14- 9/15 MANUAL | | 73.80 | 3,709.66 |
| 10/12/2017 | 005490 | Payment | | 2840 | | 1,482.34 | 3,783.46 |
| 09/30/2017 | 005471 | Bill-Void | | 8/15- 9/15 | 5,265.80 | | 5,265.80 |
| 09/10/2017 | 005430 | Payment | | 2825 | | 84.86 | 0.00 |
| 08/31/2017 | 005420 | Bill-Void | | 7/15- 8/15 | 84.86 | | 84.86 |
| 08/07/2017 | 005389 | Payment | | 2810 | | 110.66 | 0.00 |
| 07/31/2017 | 005383 | Bill-Void | | 6/15- 7/15 | 110.66 | | 110.66 |

| Date | Packet | Type | Receipt # | Reference | Debits | Credits | Balance |
|------------|--------|-------------|-----------|--------------------|--------|---------|---------|
| 07/07/2017 | 005335 | Payment | | 2796 | | 225.98 | 0.00 |
| 06/30/2017 | 005329 | Bill-Void | | 5/15- 6/15 | 225.98 | | 225.98 |
| 06/05/2017 | 005290 | Payment | | CK #2782 | | 117.00 | 0.00 |
| 05/31/2017 | 005284 | Bill-Void | | 4/15- 5/15 | 117.00 | | 117.00 |
| 05/08/2017 | 005239 | Payment | | CK #2771 | | 113.40 | 0.00 |
| 04/30/2017 | 005220 | Bill-Void | | 3/15- 4/15 | 113.40 | | 113.40 |
| 04/10/2017 | 005192 | Payment | | 2760 | | 118.20 | 0.00 |
| 03/31/2017 | 005180 | Bill-Void | | 2/15- 3/15 | 118.20 | | 118.20 |
| 03/07/2017 | 005137 | Payment | | 2744 | | 196.20 | 0.00 |
| 02/28/2017 | 005133 | Bill-Void | | 1/15- 2/15 | 196.20 | | 196.20 |
| 02/21/2017 | 005115 | Payment | | 2740 | | 37.62 | 0.00 |
| 02/21/2017 | 005115 | Memo | | Ex CUT-PMT 37.62CR | | | 37.62 |
| 02/16/2017 | 005106 | Late Charge | | | 3.42 | | 37.62 |
| 01/31/2017 | 005081 | Bill-Void | | 12/15- 1/15 | 34.20 | | 34.20 |
| 01/10/2017 | 005027 | Payment | | 2720 | | 139.80 | 0.00 |
| 12/31/2016 | 005021 | Bill-Void | | 11/15-12/15 | 139.80 | | 139.80 |
| 12/08/2016 | 004986 | Payment | | 2706 | | 148.20 | 0.00 |
| 11/30/2016 | 004982 | Bill-Void | | 10/15-11/15 | 148.20 | | 148.20 |
| 11/04/2016 | 004942 | Payment | | 2691 | | 99.00 | 0.00 |
| 10/31/2016 | 004936 | Bill-Void | | 9/15-10/15 | 99.00 | | 99.00 |
| 10/06/2016 | 004900 | Payment | | 2678 | | 89.40 | 0.00 |
| 09/30/2016 | 004892 | Bill-Void | | 8/15- 9/15 | 89.40 | | 89.40 |
| 09/06/2016 | 004839 | Payment | | 2667 | | 96.60 | 0.00 |
| 08/31/2016 | 004830 | Bill-Void | | 7/15- 8/15 | 96.60 | | 96.60 |
| 08/08/2016 | 004791 | Payment | | 2656 | | 97.80 | 0.00 |
| 07/31/2016 | 004782 | Bill-Void | | 6/15- 7/15 | 97.80 | | 97.80 |
| 07/06/2016 | 004736 | Payment | | 2648 | | 118.20 | 0.00 |
| 06/30/2016 | 004729 | Bill-Void | | 5/15- 6/15 | 118.20 | | 118.20 |
| 06/06/2016 | 004700 | Payment | | 2632 | | 108.60 | 0.00 |
| 05/31/2016 | 004691 | Bill-Void | | 4/15- 5/15 | 108.60 | | 108.60 |
| 05/06/2016 | 004646 | Payment | | CK 2619 | | 109.80 | 0.00 |
| 04/30/2016 | 004635 | Bill-Void | | 3/15- 4/15 | 109.80 | | 109.80 |
| 04/07/2016 | 004601 | Payment | | CK 2605 | | 173.40 | 0.00 |
| 03/31/2016 | 004593 | Bill-Void | | 2/15- 3/15 | 173.40 | | 173.40 |
| 03/04/2016 | 004557 | Payment | | CK 2591 | | 88.20 | 0.00 |
| 02/29/2016 | 004550 | Bill-Void | | 1/15- 2/15 | 88.20 | | 88.20 |
| 02/05/2016 | 004522 | Payment | | CK 2576 | | 37.98 | 0.00 |
| 01/31/2016 | 004514 | Bill-Void | | 12/15- 1/15 | 58.20 | | 37.98 |
| 01/14/2016 | 004486 | Payment | | CK 2570 | | 222.42 | 20.22CR |
| 12/31/2015 | 004458 | Bill-Void | | 11/15-12/15 | 202.20 | | 202.20 |
| 12/07/2015 | 004420 | Payment | | CK 2554 | | 211.80 | 0.00 |
| 11/30/2015 | 004411 | Bill-Void | | 10/15-11/15 | 211.80 | | 211.80 |
| 11/10/2015 | 004376 | Payment | | CK 2544 | | 207.00 | 0.00 |
| 10/30/2015 | 004364 | Bill-Void | | 9/15-10/15 | 207.00 | | 207.00 |
| 10/08/2015 | 004331 | Payment | | CK 2530 | | 73.80 | 0.00 |
| 09/30/2015 | 004320 | Bill-Void | | 8/14- 9/15 | 73.80 | | 73.80 |
| 09/04/2015 | 004277 | Payment | | CK 2514 | | 76.20 | 0.00 |
| 08/31/2015 | 004270 | Bill | | 7/15- 8/14 09/15 | 76.20 | | 76.20 |
| 08/10/2015 | 004220 | Payment | | CK 2507 | | 82.20 | 0.00 |
| 07/31/2015 | 004211 | Bill | | 6/04- 7/15 08/15 | 82.20 | | 82.20 |
| 07/10/2015 | 004165 | Payment | | CK 2495 | | 77.60 | 0.00 |
| 06/30/2015 | 004155 | Bill | | 5/05- 6/04 07/15 | 77.60 | | 77.60 |
| 06/04/2015 | 004118 | Payment | | CK 2478 | | 62.30 | 0.00 |
| 05/31/2015 | 004113 | Bill | | 4/05- 5/05 06/15 | 62.30 | | 62.30 |
| 05/06/2015 | 004089 | Payment | | CK #2462 | | 101.90 | 0.00 |
| 04/30/2015 | 004086 | Bill | | 3/06- 4/05 05/15 | 101.90 | | 101.90 |
| 04/08/2015 | 004062 | Payment | | CK 2452 | | 81.20 | 0.00 |
| 03/31/2015 | 004053 | Bill | | 2/04- 3/06 04/15 | 81.20 | | 81.20 |

| Date | Packet | Type | Receipt # | Reference | Debits | Credits | Balance |
|------------|------------------------|-------------------------|-----------|-------------------|--------|---------|---------|
| 03/06/2015 | 004019 | Payment | | CK 2435 | | 86.40 | 0.00 |
| 02/28/2015 | 004011 | Bill | | 1/05- 2/04 03/15 | 86.40 | | 86.40 |
| 02/05/2015 | 003976 | Payment | | CK 2425 | | 66.40 | 0.00 |
| 01/31/2015 | 003968 | Bill | | 12/06- 1/05 02/15 | 66.40 | | 66.40 |
| 01/06/2015 | 003938 | Payment | | CK 2411 | | 64.80 | 0.00 |
| 12/31/2014 | 003933 | Bill | | 11/06-12/06 01/15 | 64.80 | | 64.80 |
| 12/08/2014 | 003912 | Payment | | CK 2398 | | 52.80 | 0.00 |
| 11/30/2014 | 003906 | Bill | | 10/07-11/06 12/15 | 52.80 | | 52.80 |
| 11/04/2014 | 003875 | Payment | | CK 2384 | | 56.80 | 0.00 |
| 10/31/2014 | 003866 | Bill | | 9/07-10/07 11/15 | 56.80 | | 56.80 |
| 10/07/2014 | 003848 | Payment | | CK 2374 | | 47.20 | 0.00 |
| 09/30/2014 | 003841 | Bill | | 8/08- 9/07 10/15 | 47.20 | | 47.20 |
| 09/05/2014 | 003818 | Payment | | CK 2361 | | 60.00 | 0.00 |
| 08/31/2014 | 003811 | Bill | | 7/09- 8/08 09/15 | 60.00 | | 60.00 |
| 08/14/2014 | 003789 | Payment | | CK 2351 | | 43.20 | 0.00 |
| 07/31/2014 | 003780 | Bill | | 6/09- 7/09 08/15 | 43.20 | | 43.20 |
| 07/01/2014 | 003752 | Payment | | CK 2340 | | 54.00 | 0.00 |
| 06/30/2014 | 003747 | Bill | | 5/10- 6/09 07/15 | 54.00 | | 54.00 |
| 06/03/2014 | 003715 | Payment | | CK 2328 | | 39.00 | 0.00 |
| 05/31/2014 | 003711 | Bill | | 4/10- 5/10 06/15 | 39.00 | | 39.00 |
| 05/02/2014 | 003684 | Payment | | CK 2316 | | 57.60 | 0.00 |
| 04/30/2014 | 003678 | Bill | | 3/11- 4/10 05/15 | 57.60 | | 57.60 |
| 04/04/2014 | 003653 | Payment | | CK 2307 | | 56.40 | 0.00 |
| 03/31/2014 | 003650 | Bill | | 2/09- 3/11 04/15 | 56.40 | | 56.40 |
| 03/06/2014 | 003628 | Payment | | CK 2293 | | 51.60 | 0.00 |
| 02/28/2014 | 003615 | Bill | | 1/10- 2/09 03/15 | 51.60 | | 51.60 |
| 02/06/2014 | 003601 | Payment | | CK 2283 | | 53.40 | 0.00 |
| 01/31/2014 | 003595 | Bill | | 12/11- 1/10 02/15 | 53.40 | | 53.40 |
| 01/03/2014 | 003567 | Payment | | CK 2271 | | 61.20 | 0.00 |
| 12/31/2013 | 003563 | Bill | | 11/11-12/11 01/15 | 61.20 | | 61.20 |
| 12/06/2013 | 003530 | Payment | | CK 2266 | | 45.60 | 0.00 |
| 11/30/2013 | 003522 | Bill | | 10/12-11/11 12/15 | 45.60 | | 45.60 |
| 11/07/2013 | 003496 | Payment | | CK 2252 | | 41.40 | 0.00 |
| 10/31/2013 | 003490 | Bill | | 9/12-10/12 11/15 | 41.40 | | 41.40 |
| 10/03/2013 | 003459 | Payment | | CK 2240 | | 133.80 | 0.00 |
| 09/30/2013 | 003455 | Bill | | 8/13- 9/12 10/15 | 133.80 | | 133.80 |
| 09/06/2013 | 003417 | Payment | | CK 2228 | | 94.20 | 0.00 |
| 08/31/2013 | 003410 | Bill | | 7/14- 8/13 09/15 | 94.20 | | 94.20 |
| 08/06/2013 | 003341 | Payment | | CK 2217 | | 81.00 | 0.00 |
| 07/31/2013 | 003329 | Bill | | 6/14- 7/14 08/15 | 81.00 | | 81.00 |
| 07/08/2013 | 003302 | Payment | | CK #2202 | | 66.00 | 0.00 |
| 06/30/2013 | 003297 | Bill | | 5/15- 6/14 07/15 | 66.00 | | 66.00 |
| 06/07/2013 | 003281 | Payment | | CK 2189 | | 55.20 | 0.00 |
| 05/31/2013 | 003279 | Bill | | 4/15- 5/15 06/15 | 55.20 | | 55.20 |
| 05/13/2013 | 003265 | Payment | | CK #2180 | | 85.20 | 0.00 |
| 04/30/2013 | 003259 | Bill | | 3/16- 4/15 05/15 | 85.20 | | 85.20 |
| 04/04/2013 | 003248 | Payment | | CK #2163 | | 48.60 | 0.00 |
| 03/31/2013 | 003244 | Bill | | 2/14- 3/16 04/15 | 48.60 | | 48.60 |
| 03/08/2013 | 003236 | Payment | | CK #2150 | | 54.60 | 0.00 |
| 02/28/2013 | 003230 | Bill | | 1/15- 2/14 03/15 | 54.60 | | 54.60 |
| 02/11/2013 | 003206 | Payment | | CK #2137 | | 67.80 | 0.00 |
| 02/01/2013 | 003202 | Bill | | 12/31- 1/15 02/15 | 67.80 | | 67.80 |
| 01/10/2013 | 003182 | Payment | | CK #2128 | | 48.00 | 0.00 |
| 12/31/2012 | 003175 | Bill | | 11/30-12/31 01/15 | 48.00 | | 48.00 |
| 12/06/2012 | 003120 | Payment | | CK #2111 | | 36.00 | 0.00 |
| 11/30/2012 | 003117 | Bill | | 10/31-11/30 12/15 | 36.00 | | 36.00 |
| 11/08/2012 | 003090 | Payment | | CK #2097 | | 51.60 | 0.00 |
| 10/31/2012 | 003080 | Bill | | 9/13-10/31 11/15 | 51.60 | | 51.60 |

| Date | Packet | Type | Receipt # | Reference | Debits | Credits | Balance |
|------------|------------------------|-------------------------|-----------|-------------------|--------|---------|---------|
| 10/04/2012 | 003015 | Payment | | CK#2080 | | 33.38 | 0.00 |
| 10/01/2012 | 003011 | Bill | | 8/14- 9/13 10/15 | 33.38 | | 33.38 |
| 09/11/2012 | 003002 | Payment | | CK #2068 | | 60.34 | 0.00 |
| 09/01/2012 | 002999 | Bill | | 7/15- 8/14 09/15 | 60.34 | | 60.34 |
| 08/28/2012 | 002993 | Payment | | | | 53.92 | 0.00 |
| 08/01/2012 | 002989 | Bill | | 6/15- 7/15 08/15 | 53.92 | | 53.92 |
| 07/12/2012 | 002982 | Payment | | | | 48.16 | 0.00 |
| 07/01/2012 | 002978 | Bill | | 5/15- 6/15 07/15 | 48.16 | | 48.16 |
| 06/06/2012 | 002958 | Payment | | | | 55.22 | 0.00 |
| 06/01/2012 | 002951 | Bill | | 4/15- 5/15 06/15 | 55.22 | | 55.22 |
| 05/07/2012 | 002935 | Payment | | | | 53.28 | 0.00 |
| 05/01/2012 | 002929 | Bill | | 3/15- 4/15 05/15 | 53.28 | | 53.28 |
| 04/03/2012 | 002908 | Payment | | | | 61.00 | 0.00 |
| 04/01/2012 | 002904 | Bill | | 2/15- 3/15 04/15 | 61.00 | | 61.00 |
| 03/12/2012 | 002892 | Payment | | | | 49.44 | 0.00 |
| 03/01/2012 | 002884 | Bill | | 1/15- 2/15 03/15 | 49.44 | | 49.44 |
| 02/03/2012 | 002875 | Payment | | | | 60.34 | 0.00 |
| 02/01/2012 | 002873 | Bill | | 12/15- 1/15 02/15 | 60.34 | | 60.34 |
| 01/04/2012 | 002861 | Payment | | | | 40.44 | 0.00 |
| 01/01/2012 | 002857 | Bill | | 11/15-12/15 01/15 | 40.44 | | 40.44 |
| 12/06/2011 | 002842 | Payment | | | | 43.66 | 0.00 |
| 12/01/2011 | 002837 | Bill | | 10/15-11/15 12/15 | 43.66 | | 43.66 |
| 11/10/2011 | 002822 | Payment | | | | 52.00 | 0.00 |
| 11/01/2011 | 002807 | Bill | | 9/15-10/15 11/15 | 52.00 | | 52.00 |
| 10/04/2011 | 002782 | Payment | | | | 41.74 | 0.00 |
| 10/01/2011 | 002777 | Bill | | 8/15- 9/15 10/15 | 41.74 | | 41.74 |
| 09/07/2011 | 002760 | Payment | | | | 41.08 | 0.00 |
| 09/01/2011 | 002754 | Bill | | 7/15- 8/15 09/15 | 41.08 | | 41.08 |
| 08/09/2011 | 002738 | Payment | | | | 42.38 | 0.00 |
| 08/01/2011 | 002730 | Bill | | 6/15- 7/15 08/15 | 42.38 | | 42.38 |
| 07/14/2011 | 002721 | Payment | | | | 39.16 | 0.00 |
| 06/01/2011 | 002715 | Bill | | 5/15- 6/15 06/15 | 39.16 | | 39.16 |
| 06/03/2011 | 002700 | Payment | | | | 44.94 | 0.00 |
| 06/01/2011 | 002694 | Bill | | 4/15- 5/15 06/15 | 44.94 | | 44.94 |
| 05/03/2011 | 002677 | Payment | | | | 41.74 | 0.00 |
| 05/01/2011 | 002674 | Bill | | 3/15- 4/15 05/15 | 41.74 | | 41.74 |
| 04/04/2011 | 002656 | Payment | | | | 57.78 | 0.00 |
| 04/01/2011 | 002651 | Bill | | 2/09- 3/15 04/15 | 57.78 | | 57.78 |
| 03/03/2011 | 002631 | Payment | | | | 53.92 | 0.00 |
| 03/01/2011 | 002626 | Bill | | 1/10- 2/09 03/15 | 53.92 | | 53.92 |
| 02/04/2011 | 002612 | Payment | | | | 50.72 | 0.00 |
| 02/01/2011 | 002608 | Bill | | 12/05- 1/10 02/15 | 50.72 | | 50.72 |
| 01/05/2011 | 002588 | Payment | | | | 37.24 | 0.00 |
| 01/01/2011 | 002585 | Bill | | 11/05-12/05 01/15 | 37.24 | | 37.24 |
| 12/07/2010 | 002574 | Payment | | | | 52.00 | 0.00 |
| 12/01/2010 | 002570 | Bill | | 10/06-11/05 12/15 | 52.00 | | 52.00 |
| 11/08/2010 | 002556 | Payment | | | | 57.14 | 0.00 |
| 11/01/2010 | 002552 | Bill | | 9/06-10/06 11/15 | 57.14 | | 57.14 |
| 10/05/2010 | 002529 | Payment | | | | 50.08 | 0.00 |
| 10/01/2010 | 002526 | Bill | | 8/07- 9/06 10/15 | 50.08 | | 50.08 |
| 09/07/2010 | 002514 | Payment | | | | 43.66 | 0.00 |
| 09/01/2010 | 002508 | Bill | | 7/08- 8/07 09/15 | 43.66 | | 43.66 |
| 08/03/2010 | 002479 | Payment | | | | 35.31 | 0.00 |
| 08/01/2010 | 002475 | Bill | | 6/08- 7/08 08/15 | 35.31 | | 35.31 |
| 07/08/2010 | 002465 | Payment | | | | 33.39 | 0.00 |
| 07/01/2010 | 002462 | Bill | | 5/09- 6/08 07/15 | 33.39 | | 33.39 |
| 06/07/2010 | 002449 | Payment | | | | 42.37 | 0.00 |
| 06/01/2010 | 002447 | Bill | | 4/09- 5/09 06/15 | 42.37 | | 42.37 |

| Date | Packet | Type | Receipt # | Reference | Debits | Credits | Balance |
|------------|------------------------|------------------------------|-----------|---------------------|--------|---------|----------|
| 05/04/2010 | 002430 | Payment | | | | 47.51 | 0.00 |
| 05/01/2010 | 002427 | Bill | | 3/10- 4/09 05/15 | 47.51 | | 47.51 |
| 04/06/2010 | 002414 | Payment | | | | 48.79 | 0.00 |
| 04/01/2010 | 002411 | Bill | | 2/08- 3/10 04/15 | 48.79 | | 48.79 |
| 03/05/2010 | 002396 | Payment | | | | 37.87 | 0.00 |
| 03/01/2010 | 002394 | Bill | | 1/09- 2/08 03/15 | 37.87 | | 37.87 |
| 02/04/2010 | 002375 | Payment | | | | 29.53 | 0.00 |
| 02/01/2010 | 002367 | Bill | | 12/10- 1/09 02/15 | 29.53 | | 29.53 |
| 01/05/2010 | 002356 | Payment | | | | 35.95 | 0.00 |
| 01/01/2010 | 002352 | Bill | | 11/10-12/10 01/15 | 35.95 | | 35.95 |
| 12/15/2009 | 002341 | Payment | | | | 39.17 | 0.00 |
| 12/01/2009 | 002335 | Bill | | 10/11-11/10 12/15 | 39.17 | | 39.17 |
| 11/03/2009 | 002321 | Payment | | | | 51.37 | 0.00 |
| 11/01/2009 | 002318 | Bill | | 9/11-10/11 11/15 | 51.37 | | 51.37 |
| 10/06/2009 | 002306 | Payment | | | | 35.95 | 0.00 |
| 10/01/2009 | 002302 | Bill | | 8/12- 9/11 10/15 | 35.95 | | 35.95 |
| 09/08/2009 | 002289 | Payment | | | | 37.87 | 0.00 |
| 08/31/2009 | 002286 | Bill | | 7/13- 8/12 09/15 | 37.87 | | 37.87 |
| 08/04/2009 | 002274 | Payment | | | | 32.75 | 0.00 |
| 08/01/2009 | 002271 | Bill | | 6/10- 7/13 08/15 | 32.75 | | 32.75 |
| 07/07/2009 | 002255 | Payment | | | | 46.43 | 0.00 |
| 07/01/2009 | 002251 | Adjustment | | APPLY CREDITS | | | 46.43 |
| 07/01/2009 | 002251 | Bill | | 5/09- 6/10 07/15 | 49.43 | | 46.43 |
| 06/09/2009 | 002228 | Payment | | | | 47.95 | 3.00CR |
| 06/01/2009 | 002223 | Bill | | 4/09- 5/09 06/15 | 44.95 | | 44.95 |
| 05/05/2009 | 002210 | Payment | | | | 46.23 | 0.00 |
| 05/01/2009 | 002207 | Bill | | 3/10- 4/09 05/15 | 46.23 | | 46.23 |
| 04/03/2009 | 002193 | Payment | | | | 36.59 | 0.00 |
| 04/01/2009 | 002188 | Bill | | 2/08- 3/10 04/15 | 36.59 | | 36.59 |
| 03/12/2009 | 002174 | Payment | | | | 60.99 | 0.00 |
| 03/01/2009 | 002165 | Bill | | 1/09- 2/08 03/15 | 60.99 | | 60.99 |
| 02/03/2009 | 002151 | Payment | | | | 37.23 | 0.00 |
| 02/01/2009 | 002149 | Bill | | 12/10- 1/09 02/15 | 37.23 | | 37.23 |
| 01/06/2009 | 002139 | Payment | | | | 37.23 | 0.00 |
| 01/01/2009 | 002137 | Bill | | 11/10-12/10 01/15 | 37.23 | | 37.23 |
| 12/04/2008 | 002121 | Payment | | | | 39.17 | 0.00 |
| 12/01/2008 | 002117 | Bill | | 10/11-11/10 12/15 | 39.17 | | 39.17 |
| 11/07/2008 | 002104 | Payment | | | | 46.87 | 0.00 |
| 11/01/2008 | 002101 | Bill | | 9/11-10/11 11/15 | 46.87 | | 46.87 |
| 10/06/2008 | 002089 | Payment | | | | 42.37 | 0.00 |
| 10/01/2008 | 002086 | Bill | | 8/12- 9/11 10/15 | 42.37 | | 42.37 |
| 09/18/2008 | 002078 | Payment | | | | 49.43 | 0.00 |
| 09/01/2008 | 002068 | Bill | | 7/13- 8/12 09/15 | 49.43 | | 49.43 |
| 08/06/2008 | 002055 | Payment | | | | 40.45 | 0.00 |
| 08/01/2008 | 002052 | Bill | | 6/13- 7/13 08/15 | 40.45 | | 40.45 |
| 07/08/2008 | 002038 | Payment | | | | 35.95 | 0.00 |
| 07/01/2008 | 002035 | Bill | | 5/14- 6/13 07/15 | 35.95 | | 35.95 |
| 06/05/2008 | 002021 | Payment | | | | 43.65 | 0.00 |
| 06/01/2008 | 002019 | Bill | | 4/14- 5/14 06/15 | 43.65 | | 43.65 |
| 05/21/2008 | 002011 | Refund Check | | REFUND CK: 012977 | 100.00 | | 0.00 |
| 05/21/2008 | 002005 | Deposit | | DEPOSIT RETURN-DEMD | | 100.00 | 100.00CR |
| 05/05/2008 | 001998 | Payment | | | | 49.43 | 0.00 |
| 05/01/2008 | 001995 | Bill | | 3/15- 4/14 05/15 | 49.43 | | 49.43 |
| 04/07/2008 | 001981 | Payment | | | | 47.51 | 0.00 |
| 04/01/2008 | 001974 | Bill | | 2/15- 3/15 04/15 | 47.51 | | 47.51 |
| 03/04/2008 | 001959 | Payment | | CX: Payment | | 39.17 | 0.00 |
| 03/01/2008 | 001958 | Bill | | CX: Bill | 39.17 | | 39.17 |
| 02/07/2008 | 001947 | Payment | | CX: Payment | | 45.59 | 0.00 |

| Date | Packet | Type | Receipt # | Reference | Debits | Credits | Balance |
|------------|------------------------|------------|-----------|-----------------|--------|---------|---------|
| 02/01/2008 | 001944 | Bill | | CX: Bill | 45.59 | | 45.59 |
| 01/08/2008 | 001935 | Payment | | CX: Payment | | 28.57 | 0.00 |
| 01/01/2008 | 001932 | Bill | | CX: Bill | 28.57 | | 28.57 |
| 12/04/2007 | 001921 | Payment | | CX: Payment | | 44.95 | 0.00 |
| 12/01/2007 | 001920 | Bill | | CX: Bill | 44.95 | | 44.95 |
| 11/06/2007 | 001907 | Payment | | CX: Payment | | 28.25 | 0.00 |
| 11/01/2007 | 001905 | Bill | | CX: Bill | 28.25 | | 28.25 |
| 10/05/2007 | 001891 | Payment | | CX: Payment | | 32.75 | 0.00 |
| 10/01/2007 | 001889 | Bill | | CX: Bill | 32.75 | | 32.75 |
| 09/06/2007 | 001876 | Payment | | CX: Payment | | 30.17 | 0.00 |
| 09/01/2007 | 001874 | Bill | | CX: Bill | 30.17 | | 30.17 |
| 08/07/2007 | 001862 | Payment | | CX: Payment | | 41.09 | 0.00 |
| 08/01/2007 | 001860 | Bill | | CX: Bill | 41.09 | | 41.09 |
| 07/09/2007 | 001850 | Payment | | CX: Payment | | 34.67 | 0.00 |
| 07/01/2007 | 001849 | Bill | | CX: Bill | 34.67 | | 34.67 |
| 06/05/2007 | 001838 | Payment | | CX: Payment | | 32.11 | 0.00 |
| 06/01/2007 | 001837 | Bill | | CX: Bill | 32.11 | | 32.11 |
| 05/03/2007 | 001824 | Payment | | CX: Payment | | 27.61 | 0.00 |
| 05/01/2007 | 001823 | Bill | | CX: Bill | 27.61 | | 27.61 |
| 04/05/2007 | 001814 | Payment | | CX: Payment | | 55.85 | 0.00 |
| 04/01/2007 | 001812 | Bill | | CX: Bill | 55.85 | | 55.85 |
| 03/05/2007 | 001800 | Payment | | CX: Payment | | 28.57 | 0.00 |
| 03/01/2007 | 001798 | Bill | | CX: Bill | 28.57 | | 28.57 |
| 02/05/2007 | 001788 | Payment | | CX: Payment | | 35.31 | 0.00 |
| 02/01/2007 | 001787 | Bill | | CX: Bill | 35.31 | | 35.31 |
| 01/09/2007 | 001776 | Payment | | CX: Payment | | 31.45 | 0.00 |
| 01/01/2007 | 001774 | Bill | | CX: Bill | 31.45 | | 31.45 |
| 12/12/2006 | 001764 | Payment | | CX: Payment | | 32.11 | 0.00 |
| 12/01/2006 | 001763 | Bill | | CX: Bill | 32.11 | | 32.11 |
| 11/06/2006 | 001751 | Payment | | CX: Payment | | 36.59 | 0.00 |
| 11/01/2006 | 001749 | Bill | | CX: Bill | 36.59 | | 36.59 |
| 10/04/2006 | 001737 | Payment | | CX: Payment | | 28.57 | 0.00 |
| 10/01/2006 | 001733 | Bill | | CX: Bill | 28.57 | | 28.57 |
| 09/06/2006 | 001722 | Payment | | CX: Payment | | 28.89 | 0.00 |
| 09/01/2006 | 001721 | Bill | | CX: Bill | 28.89 | | 28.89 |
| 08/09/2006 | 001710 | Payment | | CX: Payment | | 30.83 | 0.00 |
| 08/01/2006 | 001708 | Bill | | CX: Bill | 30.83 | | 30.83 |
| 07/12/2006 | 001698 | Payment | | CX: Payment | | 45.59 | 0.00 |
| 07/01/2006 | 001695 | Bill | | CX: Bill | 45.59 | | 45.59 |
| 06/05/2006 | 001682 | Payment | | CX: Payment | | 25.36 | 0.00 |
| 06/01/2006 | 001680 | Bill | | CX: Bill | 25.36 | | 25.36 |
| 05/12/2006 | 001670 | Payment | | CX: Payment | | 119.26 | 0.00 |
| 05/01/2006 | 001665 | Bill | | CX: Bill | 119.26 | | 119.26 |
| 05/01/2006 | 001664 | Adjustment | | CX: Bal Forward | 39.17 | | 0.00 |

MUSSER CONCRETE
 431 W 1ST STREET
 RIVERSIDE, IA 52327-0295

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 9/21/2017 | 72 |

| |
|-------------------|
| Name / Address |
| CITY OF RIVERSIDE |

| | | | Project |
|---|-----|--------------|------------------|
| Description | Qty | Rate | Total |
| FIRE STATION TEAR OUT AND REPLACE SIDEWALK AND PARKING LOT | 350 | 12.00 | 0.00 4,200.00 |
| | | Total | \$4,200.00 |

RECEIVED
 SEP 26 2017
 BY: _____

RESOLUTION #110617-05

**RESOLUTION TO PROCEED WITH ARRANGEMENT WITH
APEX CONSTRUCTION FOR NORTHERN DEVELOPMENT**

WHEREAS, the City of Riverside, Iowa, agrees to proceed with a Development Agreement with APEX Construction and Yeggy Roetlin Farms, LLC for the development of the 28 acres located northwest of Tupelo Blvd.

THEREFORE, BE IT RESOLVED, The City of Riverside City Council, hereby approves to enter into an agreement.

IT WAS MOVED BY Councilperson _____, seconded by Councilperson _____, that the foregoing resolution be adopted.

ROLL CALL VOTE: Schneider, Sexton, Schnoebelen, Weber, Redlinger

Ayes:

Nays:

Absent:

Signed:

Allen Schneider, Mayor

Attest :

Lory Young, City Clerk

Process to proceed with and Agreement

between Yeggy Roetlin Farms, LLC (Seller), Apex Construction Company (Buyer) and the City of Riverside Iowa (City) for the approximately 28 acres west of Tupelo Blvd and across from Cherry Street AKA Washington County APN 04-08-302-010 (Property). The Parties hereby agree, subject to the approval of the Riverside City Council, to perform the following in an expeditious manner regarding this project:

1. Yeggy Roetlin Farms, LLC and Apex Construction have entered into a purchase and sale agreement for the sale of the Property from Seller to Buyer subject to the annexation of the Property into the City, execution of a Development Agreement and installation of the improvements as stated on the "North Growth Area Potential Project" chart provided by MMS Consultants, Inc.
2. The City of Riverside will review and consider approval of the annexation request and review and consider approval of the rezoning request, preliminary plat, plan of improvements and final plat in accordance with the Code of Iowa and the City Code of Riverside, Iowa for the subdivision of the Property. Said approvals will not be unreasonably withheld.
3. The City agrees to enter into a Development Agreement with the Buyer to identify the services to be provided as stated herein.
4. The City of Riverside agrees to extend sanitary sewer to the edge of the Property, to improve Tupelo Boulevard to acceptable City standards from where the current paving ends to the south of the Property to the southern entrance to the Property as shown on the attached "North Growth Area Potential Projects" prepared by MMS Consultants, Inc. The City agrees to reimburse the Buyer for the construction costs for the first 12 lots of the Property as shown on the attached "North Growth Area Potential Projects" prepared by MMS Consultants, Inc. for the following public improvements (Improvements):
 - a) Sanitary Sewer, including manholes and sanitary sewer service to each lot
 - b) Water Main, including valve and fire hydrants as required and water service to each lot
 - c) PCC paving with integral curb and gutter
 - d) Storm sewer intakes and piping as required, within the public right-of-way
 - e) Granular base material under paving
 - f) Longitudinal Subdrains as required

The following public improvements may also be required for approval of the final plat but will not be reimbursed by the City:

- a) Site grading of lots or streets or preparation of street subgrades
 - b) Storm Water Management Facilities, including outlet structures and storm sewer outside of public right-of-way
 - c) Erosion control and seeding
 - d) Sidewalks, including ADA curb ramps at intersections
 - e) Utility deposits for gas, electric, cable tv, telephone utilities
5. The City of Riverside agrees to provide similar funding as outlined above for

Improvements for 3 additional phases of approximately 10 lots each in the years of 2019, 2020 and 2021. Funding for future phases will not be provided by the City until at least 75% of the lots in the current phase have been built on. The City may provide additional funding for future phases but will only be responsible for the initial 12 lots and 3 additional 10-lot phases in the Development Agreement.

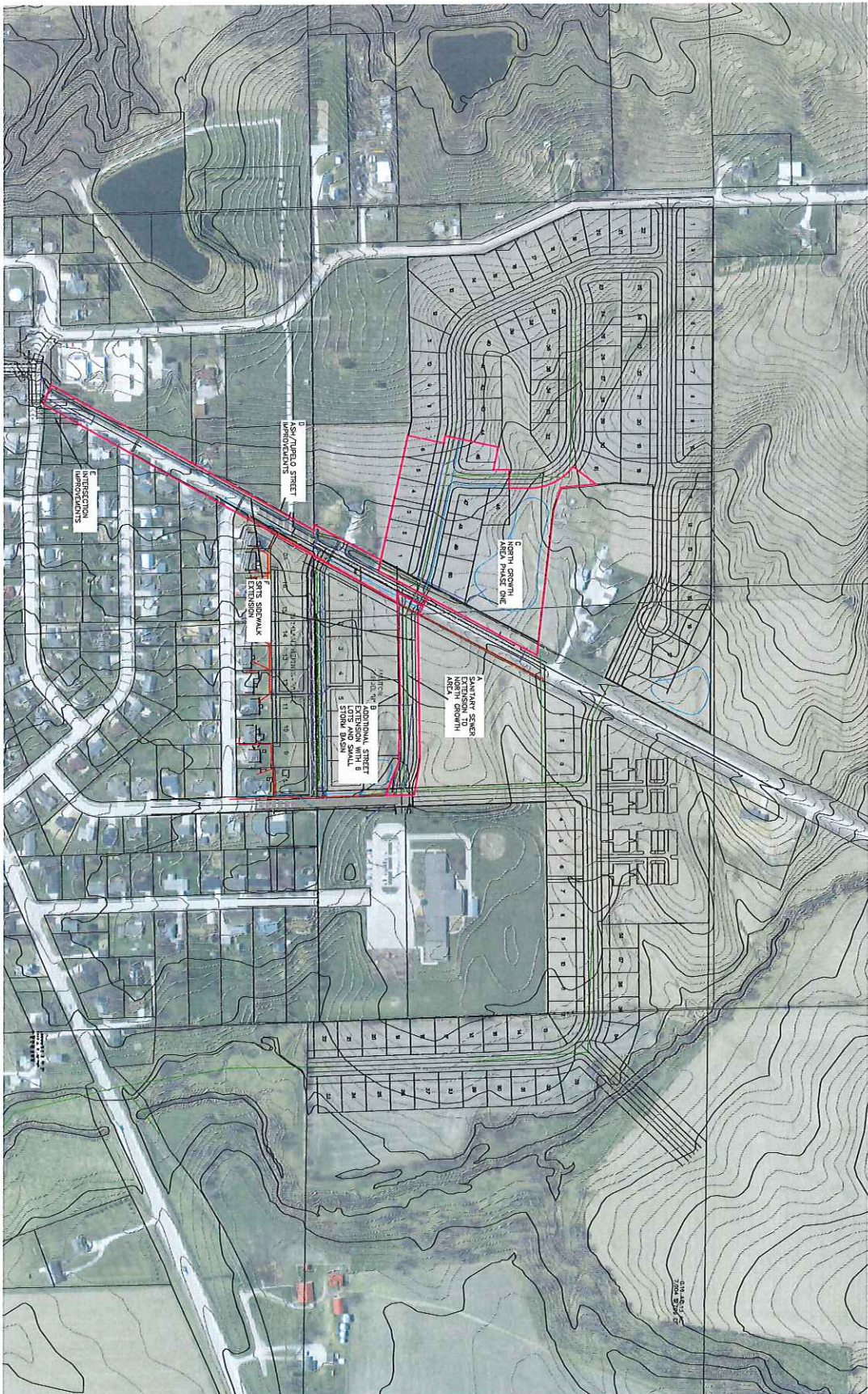
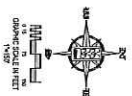
6. Buyer agrees to enter into a Development Agreement with the City as described above. Buyer agrees to provide an application for annexation for the Property as well as a rezoning request, preliminary plat, plan of improvements and final plat for each phase of the project. Said documents shall be prepared by a licensed land surveyor and/or licensed civil engineer and shall be reviewed and approved by the City. MMS Consultants, Inc. will assist the City with reviews and shall not provide the above services to the Buyer unless directed by both parties.
7. Buyer agrees to apply for a building permit for at least one lot in each phase within 60 days of approval of the final plat for each phase.

Yeggy Roetlin Farms, LLC

Apex Construction Company

The City of Riverside Iowa

POTENTIAL PROJECTS EXHIBIT NORTH GROWTH AREA RIVERSIDE, IOWA



**MMS ENGINEERS
LAND PLANNERS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS**
SIT 5, CLASSET ST.
IOWA CITY, IOWA 52208
WWW.MMSCONSULTANTS.COM

**NORTH GROWTH AREA
POTENTIAL PROJECTS
EXHIBIT
CITY OF RIVERSIDE
WASHINGTON COUNTY
IOWA**

MMS CONSULTANTS, INC.
Date: 9/28/17
Designed by: SBT
Project No.: 17112
Contract No.: 17112
Drawn by: SBT
Checked by: GJM
Project No.: 2245-039
Scale: 1" = 1'

Sheet: 1 of 1

RESOLUTION #110617-02

**RESOLUTION APPROVING PAY REQUEST #7 FOR DAVE SCHMITT
CONSTRUCTION FOR THE 2ND & WASHBURN STREET
IMPROVEMENTS CONSTRUCTION PROJECT AND ACCEPTANCE OF
THE PROJECT**

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, MMS Consultants, Scott Pottorff and it is the opinion of the City Engineering Firm that the City Council accept this pay request in the amount of \$13,115.17.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #7 for work done on the 2nd & Washburn Streets Improvement Project and acceptance of the project.

It was moved by Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution on November 6, 2017.

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of November, 2017.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

CONSTRUCTION PROGRESS PAYMENT

Project Description 2nd Street and Washburn Street Storm Sewer and Paving Project
 Contract Date 10-Apr-17

PN: 2245032

Contractor: Dave Schmitt Construction
 Address: 250 50th Avenue SW
 City, St., Zip: Cedar Rapids, IA 52404
 Phone: 319-365-8669
 Fax: 319-365-2677

Owner: City of Riverside
 Attn: _____
 Address: 60 N. Greene Street
 City, St., Zip: Riverside, IA 52327
 Phone: 319-648-3501
 Fax: _____

| | | | |
|------------|---|----------------------|------------|
| Estimate # | <input checked="" type="checkbox"/> 7 | FOR PERIOD: | Owner PN |
| | <input checked="" type="checkbox"/> Partial Payment | FROM: <u>10/9/17</u> | Federal PN |
| | <input type="checkbox"/> Final Payment | TO: <u>10/27/17</u> | State PN |

Base Contract Price \$1,322,934.63

| | | |
|----------|----|---------------|
| Change # | 1 | \$16,864.80 |
| Change # | 2 | \$6,719.25 |
| Change # | 3 | \$26,679.50 |
| Change # | 4 | \$11,595.00 |
| Change # | 5 | \$10,780.00 |
| Change # | 6 | (\$2,079.50) |
| Change # | 7 | \$2,706.00 |
| Change # | 8 | \$3,236.00 |
| Change # | 9 | \$4,793.09 |
| Change # | 10 | \$559.35 |
| Change # | 11 | \$3,125.00 |
| Change # | 12 | (\$15,604.20) |
| Change # | 13 | \$2,696.04 |
| Change # | 14 | \$6,463.60 |

Total Contract \$1,401,468.56

Materials on Hand \$ -

Construction Completed \$1,407,183.01

Total Earned \$1,407,183.01

Less Retainage \$70,359.15

Less Previous Payment \$1,323,708.69

Amount Due This Est \$13,115.17

Project Completion 100.41%

Requested by: _____
Shaun Kukuzke
 Title: Project Manager
 Date: _____

Approved by: _____
 Title: _____
 Date: _____

Recommended by: _____
Scott Pottorff
 Title: Project Engineer
 Date: _____

Attested by: _____
 Title: _____
 Date: _____

2nd Street and Washburn Street Storm Sewer and Paving Project

Pay Estimate No.: 7

Payable to: Dave Schmitt Construction
 Date: November 2, 2017
 Week Ending: October 27, 2017

| Item No. | Item Description | Units | Contract Quantity | Unit Price | Contract Amount | Quantity This Estimate | Amount This Estimate | To Date Quantity | To Date Amount |
|----------|---|-------|-------------------|--------------|-----------------|------------------------|----------------------|------------------|----------------|
| 1 | Traffic Control | LS | 1 | \$9,450.00 | \$ 9,450.00 | - | - | 1.00 | \$ 9,450.00 |
| 2 | Mobilization | LS | 1 | \$106,000.00 | \$ 106,000.00 | - | - | 1.00 | \$ 106,000.00 |
| 3 | Clearing and Grubbing | LS | 1 | \$4,140.00 | \$ 4,140.00 | - | - | 1.00 | \$ 4,140.00 |
| 4 | Off Site Topsoil*** | CY | 0 | \$40.50 | \$ - | - | - | - | \$ - |
| 5 | Excavation, Class 13 | CY | 2,000 | \$16.00 | \$ 32,000.00 | - | - | 2,000.00 | \$ 32,000.00 |
| 6 | Below Grade Excavation (Core Out) | CY | 300 | \$56.00 | \$ 16,800.00 | - | - | 48.15 | \$ 2,696.40 |
| 7 | Subgrade Preparation | SY | 6,172 | \$2.75 | \$ 16,973.00 | - | - | 6,172.00 | \$ 16,973.00 |
| 8 | Subbase, Modified, 6" Thick for Mainline PCC Paving | SY | 6,172 | \$6.75 | \$ 41,661.00 | - | - | 6,172.00 | \$ 41,661.00 |
| 9 | Subbase, Modified, 4" Thick for PCC Sidewalk and FCC Driveway | SY | 1,202 | \$15.86 | \$ 19,051.70 | - | - | 1,241.00 | \$ 19,669.85 |
| 10 | Subbase, Macadam Stone, 6" Thick | SY | 503 | \$9.85 | \$ 4,954.55 | - | - | 503.00 | \$ 4,954.55 |
| 11 | Subbase, Class A Crushed Stone, 4" Thick | SY | 503 | \$9.10 | \$ 4,565.30 | - | - | 503.00 | \$ 4,565.30 |
| 12 | Removal of Culverts | EA | 5 | \$1,425.00 | \$ 7,125.00 | - | - | 6.00 | \$ 8,550.00 |
| 13 | Removal of Box Culvert | LF | 150 | \$36.25 | \$ 5,437.50 | - | - | 150.00 | \$ 5,437.50 |
| 14 | Backfilling of Curbs | LF | 2,220 | \$9.05 | \$ 20,091.00 | - | - | 2,220.00 | \$ 20,091.00 |
| 15 | Trench Foundation | TONS | 150 | \$21.45 | \$ 3,217.50 | - | - | - | \$ - |
| 16 | Replacement of Unsuitable Backfill Material, Granular Backfill | CY | 200 | \$34.55 | \$ 6,910.00 | - | - | - | \$ - |
| 17 | Trench Compaction Testing | LS | 1 | \$5,500.00 | \$ 5,500.00 | - | - | 1.00 | \$ 5,500.00 |
| 18 | Granular Trench Backfill, Porous Backfill, 12" Storm Sewer | LF | 137 | \$13.00 | \$ 1,781.00 | - | - | 137.00 | \$ 1,781.00 |
| 19 | Granular Trench Backfill, Porous Backfill, 18" Storm Sewer | LF | 423 | \$15.85 | \$ 6,619.95 | - | - | 428.00 | \$ 6,695.20 |
| 20 | Granular Trench Backfill, Porous Backfill, 30" Storm Sewer | LF | 175 | \$34.85 | \$ 6,063.75 | - | - | 45.00 | \$ 1,559.25 |
| 21 | Granular Trench Backfill, Class A Crushed Stone, 24" Storm Sewer | LF | 92 | \$16.50 | \$ 1,518.00 | - | - | 92.00 | \$ 1,518.00 |
| 22 | Granular Trench Backfill, Class A Crushed Stone, 6" PVC Water Main | LF | 50 | \$30.25 | \$ 1,512.50 | - | - | 50.00 | \$ 1,512.50 |
| 23 | Storm Sewer, Trenched, RCP, 12" Dia. | LF | 579 | \$40.25 | \$ 23,304.75 | - | - | 580.00 | \$ 23,345.00 |
| 24 | Storm Sewer, Trenched, RCP, 18" Dia. | LF | 747 | \$39.25 | \$ 29,319.75 | - | - | 749.00 | \$ 29,395.25 |
| 25 | Storm Sewer, Trenched, RCP, 24" Dia. | LF | 402 | \$68.74 | \$ 27,633.48 | - | - | 402.00 | \$ 27,633.48 |
| 26 | Storm Sewer, Trenched, RCP, 30" Dia. | LF | 332 | \$63.00 | \$ 20,916.00 | - | - | 253.00 | \$ 15,935.00 |
| 27 | Storm Sewer, Trenched, RCP, 36" Dia. | LF | 79 | \$88.75 | \$ 7,011.25 | - | - | 79.00 | \$ 7,011.25 |
| 28 | Install 15" Bend and 15" ADS N-12 to Connect to New Intake | LS | 1 | \$1,850.00 | \$ 1,850.00 | - | - | 1.00 | \$ 1,850.00 |
| 29 | Removal of Storm Sewer | LF | 866 | \$18.15 | \$ 15,608.90 | - | - | 866.00 | \$ 15,608.90 |
| 30 | Fill Storm Sewer with Flowable Mortar | LF | 125 | \$21.60 | \$ 2,700.00 | - | - | 125.00 | \$ 2,700.00 |
| 31 | Flared End Section, RCP, 36" | EA | 1 | \$1,605.00 | \$ 1,605.00 | - | - | 1.00 | \$ 1,605.00 |
| 32 | Longitudinal Subdrain, Type 2, 6" | LF | 1,039 | \$13.25 | \$ 13,766.75 | - | - | 1,039.00 | \$ 13,766.75 |
| 33 | Subdrain Cleanout, Type A-1 | EA | 6 | \$436.00 | \$ 2,616.00 | - | - | 6.00 | \$ 2,616.00 |
| 34 | Subdrain Outlet, Connection to Structure | EA | 7 | \$192.00 | \$ 1,344.00 | - | - | 7.00 | \$ 1,344.00 |
| 35 | Connect Existing Sump Pump Outlet to Storm Sewer or Subdrain, Same Side of Street as Pipe | EA | 4 | \$220.00 | \$ 880.00 | - | - | 6.00 | \$ 1,320.00 |
| 36 | Connect Existing Sump Pump Outlet to Storm Sewer or Subdrain, Opposite Side of Street | EA | 4 | \$325.00 | \$ 1,300.00 | - | - | - | \$ - |
| 37 | Water Main, 6", PVC DIP * | LF | 303 | \$104.10 | \$ 31,542.30 | - | - | 303.00 | \$ 31,542.30 |
| 38 | Water Main, 6", PVC C800 | LF | 50 | \$67.75 | \$ 3,387.50 | - | - | 50.00 | \$ 3,387.50 |
| 39 | Water Main, Trenchless, 6", DIP Restrained Joint * | LF | 125 | \$127.25 | \$ 15,906.25 | - | - | 125.00 | \$ 15,906.25 |
| 40 | Fire Hydrant Assembly, With Nitrile Gaskets * | EA | 1 | \$4,047.00 | \$ 4,047.00 | - | - | 1.00 | \$ 4,047.00 |
| 41 | Remove Existing Fire Hydrant Assembly, With Nitrile Gaskets * | EA | 1 | \$970.00 | \$ 970.00 | - | - | 1.00 | \$ 970.00 |
| 42 | Remove and Reinstall Existing Fire Hydrant Assembly, With Nitrile Gaskets * | EA | 1 | \$2,422.00 | \$ 2,422.00 | - | - | 1.00 | \$ 2,422.00 |
| 43 | Water Service, Main to Within 2' of Building, 1" Copper (Type K) | EA | 3 | \$2,525.00 | \$ 7,575.00 | - | - | 3.00 | \$ 7,575.00 |
| 44 | Water Service, Main to Curb Stop, 1" Copper (Type K) | EA | 1 | \$1,135.00 | \$ 1,135.00 | - | - | 1.00 | \$ 1,135.00 |
| 45 | Gate Valve, 6", With Nitrile Gaskets * | EA | 5 | \$1,063.00 | \$ 5,315.00 | - | - | 5.00 | \$ 5,315.00 |
| 46 | Gate Valve, 8", With Nitrile Gaskets * | EA | 2 | \$1,419.00 | \$ 2,838.00 | - | - | 2.00 | \$ 2,838.00 |
| 47 | Valve Box Adjustment, Minor | EA | 3 | \$345.00 | \$ 1,035.00 | - | - | 3.00 | \$ 1,035.00 |
| 48 | Storm Manhole, Type SW-401, 48" Dia | EP | 1 of 3 | \$2,600.00 | \$ 14,000.00 | - | - | 5.00 | \$ 14,000.00 |

| Item No. | Item Description | Units | Contract Quantity | Unit Price | Contract Amount | Quantity This Estimate | Amount This Estimate | To Date Quantity | To Date Amount |
|----------|---|-------|-------------------|-------------|------------------------|------------------------|----------------------|------------------|------------------------|
| 49 | Storm Manhole, Type SW-401, 60" Dia | EA | 1 | \$4,005.00 | \$ 4,005.00 | - | \$ - | 1.00 | \$ 4,005.00 |
| 50 | Storm Manhole, Type SW-401, 48" Dia with SW-504 Type 4B Grate *** | EA | 1 | \$2,795.00 | \$ 2,795.00 | - | \$ - | 1.00 | \$ 2,795.00 |
| 51 | Storm Intake, Type SW-501 | EA | 1 | \$3,075.00 | \$ 3,075.00 | - | \$ - | 1.00 | \$ 3,075.00 |
| 52 | Storm Intake, Type SW-505 | EA | 2 | \$3,705.00 | \$ 7,410.00 | - | \$ - | 2.00 | \$ 7,410.00 |
| 53 | Storm Intake, Type SW-510 | EA | 4 | \$3,945.00 | \$ 15,780.00 | - | \$ - | 4.00 | \$ 15,780.00 |
| 54 | Storm Intake, Type SW-509 | EA | 1 | \$4,965.00 | \$ 4,965.00 | - | \$ - | 1.00 | \$ 4,965.00 |
| 55 | Storm Intake, Type SW-511 | EA | 3 | \$3,075.00 | \$ 9,225.00 | - | \$ - | 1.00 | \$ 3,075.00 |
| 56 | Storm Intake, Type SW-512, 24" | EA | 3 | \$980.00 | \$ 2,940.00 | - | \$ - | 2.00 | \$ 1,960.00 |
| 57 | Storm Intake, Type SW-541 with SW-542 Extensions Both Directions | EA | 1 | \$6,151.00 | \$ 6,151.00 | - | \$ - | 1.00 | \$ 6,151.00 |
| 58 | Storm Intake, Type SW-545 (12') | EA | 3 | \$6,805.00 | \$ 20,415.00 | - | \$ - | 3.00 | \$ 20,415.00 |
| 59 | Storm Intake, Type SW-545 (14') | EA | 2 | \$7,130.00 | \$ 14,260.00 | - | \$ - | 2.00 | \$ 14,260.00 |
| 60 | Manhole Adjustment, Minor | EA | 4 | \$1,150.00 | \$ 4,600.00 | - | \$ - | 3.00 | \$ 3,450.00 |
| 61 | Connect to Existing Storm Structure | EA | 1 | \$1,295.00 | \$ 1,295.00 | - | \$ - | 1.00 | \$ 1,295.00 |
| 62 | Remove Existing Storm Manhole or Intake | EA | 16 | \$675.00 | \$ 10,800.00 | - | \$ - | 16.00 | \$ 10,800.00 |
| 63 | PCC Pavement, 6" | SY | 897 | \$34.00 | \$ 30,498.00 | - | \$ - | 897.00 | \$ 30,498.00 |
| 64 | PCC Pavement, 7" | SY | 4787 | \$32.25 | \$ 155,400.75 | - | \$ - | 4787.00 | \$ 155,400.75 |
| 65 | PCC Curb and Gutter, 24" Wide | LF | 300 | \$34.50 | \$ 10,350.00 | - | \$ - | 300.00 | \$ 10,350.00 |
| 66 | HMA Base, 3/4" Mixture, 300K ESAL | TONS | 110 | \$110.00 | \$ 12,100.00 | - | \$ - | 125.00 | \$ 13,750.00 |
| 67 | HMA Surface, 1/2" Mixture, 300K ESAL | TONS | 55 | \$110.00 | \$ 6,050.00 | - | \$ - | 63.00 | \$ 6,930.00 |
| 68 | HMA Binder, PG 64-22 | TONS | 1 | \$1,000.00 | \$ 1,000.00 | - | \$ - | 12.00 | \$ 1,320.00 |
| 69 | Composite Pavement, Highway 22, 3" HMA on 7" PCC | SY | 83 | \$128.00 | \$ 10,624.00 | - | \$ - | 121.00 | \$ 15,488.00 |
| 70 | Removal of Sidewalk | SY | 657 | \$5.85 | \$ 3,843.45 | - | \$ - | 657.00 | \$ 3,843.45 |
| 71 | Removal of Paved Driveway | SY | 324 | \$8.50 | \$ 2,754.00 | - | \$ - | 324.00 | \$ 2,754.00 |
| 72 | Sidewalk, PCC, 5" | SY | 338 | \$45.00 | \$ 15,210.00 | - | \$ - | 357.00 | \$ 16,085.00 |
| 73 | Thickened Edge Sidewalk, PCC, 5" | SY | 256 | \$100.00 | \$ 25,600.00 | - | \$ - | 254.00 | \$ 25,400.00 |
| 74 | Reinforced Sidewalk, PCC, 5" | SY | 92 | \$85.00 | \$ 7,820.00 | - | \$ - | 74.40 | \$ 6,324.00 |
| 75 | Reinforced Sidewalk, PCC, 6" | SY | 42 | \$85.00 | \$ 3,570.00 | - | \$ - | 48.40 | \$ 4,195.00 |
| 76 | Detectable Warnings | SF | 212 | \$35.00 | \$ 7,420.00 | - | \$ - | 212.00 | \$ 7,420.00 |
| 77 | PCC Driveway, 6" | SY | 474 | \$46.00 | \$ 21,804.00 | - | \$ - | 517.10 | \$ 23,786.60 |
| 78 | Removal of Pavement | SY | 3,905 | \$6.45 | \$ 25,187.25 | - | \$ - | 3,905.00 | \$ 25,187.25 |
| 79 | Bituminous Seal Coat | SY | 503 | \$4.00 | \$ 2,012.00 | - | \$ - | 486.00 | \$ 1,992.00 |
| 80 | Sod | SQ | 360 | \$50.00 | \$ 18,000.00 | - | \$ - | 360.00 | \$ 18,000.00 |
| 81 | Plants, Allowance ** | LS | 0 | \$10,000.00 | \$ - | - | \$ - | - | \$ - |
| 82 | Planting Bed, 4" Shredded Hardwood Mulch on 12" Imported Topsoil ** | SF | 0 | \$5.25 | \$ - | - | \$ - | - | \$ - |
| 83 | SWPPP Management | LS | 1 | \$2,000.00 | \$ 2,000.00 | - | \$ - | 1.00 | \$ 2,000.00 |
| 84 | Filter Sock, 18" | LF | 500 | \$3.00 | \$ 1,500.00 | - | \$ - | 711.00 | \$ 2,133.00 |
| 85 | Removal of Filter Sock | LF | 500 | \$1.00 | \$ 500.00 | - | \$ - | 711.00 | \$ 711.00 |
| 86 | Inlet Protection Device | EA | 20 | \$50.00 | \$ 1,000.00 | - | \$ - | 12.00 | \$ 600.00 |
| 87 | Inlet Protection Device Maintenance | EA | 20 | \$25.00 | \$ 500.00 | - | \$ - | 8.00 | \$ 200.00 |
| 88 | Modular Block Retaining Wall | SF | 105 | \$34.00 | \$ 3,570.00 | - | \$ - | 163.38 | \$ 5,554.92 |
| 89 | PCC Steps | SY | 3 | \$620.00 | \$ 1,860.00 | - | \$ - | 3.90 | \$ 2,418.00 |
| 90 | PCC Steps, 48" Wide, 6" High | EA | 1 | \$1,500.00 | \$ 1,500.00 | - | \$ - | 4.50 | \$ 6,750.00 |
| 91 | Handrail for Steps, Black Powder Coat | LF | 10 | \$150.00 | \$ 1,500.00 | - | \$ - | 10.00 | \$ 1,500.00 |
| 92 | Decorative Railing | LF | 155 | \$138.00 | \$ 21,390.00 | - | \$ - | 150.00 | \$ 20,700.00 |
| 93 | Painted Pavement Markings, Waterborne or Solvent | STA | 23.98 | \$90.00 | \$ 2,159.22 | - | \$ - | 20.28 | \$ 1,828.80 |
| 94 | Decorative Retaining Wall | LF | 160 | \$1,162.00 | \$ 185,920.00 | - | \$ - | 180.00 | \$ 208,800.00 |
| 95 | Light Pole Base, LI-201 | EA | 6 | \$1,650.00 | \$ 9,900.00 | - | \$ - | 6.00 | \$ 9,900.00 |
| 96 | Electrical Conduit, 2" PVC | LF | 1,296 | \$13.00 | \$ 16,848.00 | - | \$ - | 1,296.00 | \$ 16,848.00 |
| 97 | Hand Hole, LI-103, Type II | EA | 6 | \$1,000.00 | \$ 6,000.00 | - | \$ - | 6.00 | \$ 6,000.00 |
| | TOTAL CONTRACT | | | | \$ 1,289,249.33 | | \$ - | | \$ 1,294,964.38 |
| C.O. #1 | Water Main, 6" DIP with Nitrile Gaskets | LF | 160.000 | \$94.90 | \$ 15,184.00 | - | \$ - | 160.00 | \$ 15,184.00 |
| | TOTAL CHANGE C.O. #1 | | | | \$ 15,184.00 | | \$ - | | \$ 15,184.00 |
| C.O. #2 | Lower Existing 4" Water Main and Install DIP Pipe Materials for Existing LUST Plume | LS | 1.000 | \$6,719.25 | \$ 6,719.25 | - | \$ - | 1.00 | \$ 6,719.25 |
| | TOTAL CHANGE C.O. #2 | | | | \$ 6,719.25 | | \$ - | | \$ 6,719.25 |
| C.O. #3 | Sanitary Sewer Manhole | EA | 2.000 | \$3,855.00 | \$ 7,710.00 | - | \$ - | 2.00 | \$ 7,710.00 |

| Item No. | Item Description | Units | Contract Quantity | Unit Price | Contract Amount | Quantity This Estimate | Amount This Estimate | To Date Quantity | To Date Amount |
|----------|---|-------|-------------------|-------------|-----------------|------------------------|----------------------|------------------|-----------------|
| | 8" PVC SDR26 Sanitary Sewer | LF | 97,000 | \$84.50 | \$ 8,196.50 | - | \$ - | 97,000 | \$ 8,196.50 |
| | 8" PVC C900 Sanitary Sewer | LF | 20,000 | \$176.00 | \$ 3,520.00 | - | \$ - | 20,000 | \$ 3,520.00 |
| | 4" Sanitary Sewer Service, 22 LF | EA | 2,000 | \$1,785.00 | \$ 3,570.00 | - | \$ - | 2,000 | \$ 3,570.00 |
| | Remove Sanitary Sewer Main | LF | 117,000 | \$9.00 | \$ 1,053.00 | - | \$ - | 117,000 | \$ 1,053.00 |
| | Remove Sanitary Sewer Manhole | EA | 1,000 | \$870.00 | \$ 870.00 | - | \$ - | 1,000 | \$ 870.00 |
| | Remove Sanitary Sewer Service | EA | 2,000 | \$635.00 | \$ 1,270.00 | - | \$ - | 2,000 | \$ 1,270.00 |
| | Trench Compaction Testing | LS | 1,000 | \$650.00 | \$ 650.00 | - | \$ - | 1,000 | \$ 650.00 |
| | TOTAL CHANGE C.O. #3 | | | | \$ 26,679.50 | | \$ - | | \$ 26,679.50 |
| C.O. #4 | Sanitary Sewer Manhole (Material Only) | LS | 1,000 | \$1,285.00 | \$ 1,285.00 | - | \$ - | 1,000 | \$ 1,285.00 |
| | 6" Sanitary Sewer Service | EA | 3,000 | \$2,660.00 | \$ 7,980.00 | - | \$ - | 3,000 | \$ 7,980.00 |
| | Locate Existing Sewer Service | EA | 3,000 | \$350.00 | \$ 1,050.00 | - | \$ - | 3,000 | \$ 1,050.00 |
| | 45 Degree Water Main Bends | EA | 2,000 | \$540.00 | \$ 1,080.00 | - | \$ - | 2,000 | \$ 1,080.00 |
| | TOTAL CHANGE C.O. #4 | | | | \$ 11,595.00 | | \$ - | | \$ 11,595.00 |
| C.O. #5 | Install Conduit and Meter Sockets for Relocation of Overhead Electric to Underground | LS | 1,000 | \$10,780.00 | \$ 10,780.00 | - | \$ - | 1,000 | \$ 10,780.00 |
| | TOTAL CHANGE C.O. #5 | | | | \$ 10,780.00 | | \$ - | | \$ 10,780.00 |
| C.O. #6 | Stamped and Colored Concrete Sidewalk, 5" Thick | LS | 49,000 | \$209.00 | \$ 10,241.00 | - | \$ - | 49,000 | \$ 10,241.00 |
| | TOTAL CHANGE C.O. #6 | | | | \$ 10,241.00 | | \$ - | | \$ 10,241.00 |
| C.O. #7 | Temporary Retaining Wall and PCC Sidewalks in Highway 22 | LS | 1,000 | \$2,706.00 | \$ 2,706.00 | - | \$ - | 1,000 | \$ 2,706.00 |
| | TOTAL CHANGE C.O. #7 | | | | \$ 2,706.00 | | \$ - | | \$ 2,706.00 |
| C.O. #8 | Add Reinforcing Steel to Thickened Edge Sidewalk | LS | 1,000 | \$3,236.00 | \$ 3,236.00 | - | \$ - | 1,000 | \$ 3,236.00 |
| | TOTAL CHANGE C.O. #8 | | | | \$ 3,236.00 | | \$ - | | \$ 3,236.00 |
| C.O. #9 | Relocate Water Main South of DMH #2 | LS | 1,000 | \$4,793.09 | \$ 4,793.09 | - | \$ - | 1,000 | \$ 4,793.09 |
| | TOTAL CHANGE C.O. #9 | | | | \$ 4,793.09 | | \$ - | | \$ 4,793.09 |
| C.O. #10 | Adjust Storm Inlettes | LS | 1,000 | \$559.35 | \$ 559.35 | - | \$ - | 1,000 | \$ 559.35 |
| | TOTAL CHANGE C.O. #10 | | | | \$ 559.35 | | \$ - | | \$ 559.35 |
| C.O. #11 | SW-402 Intake 60"x60" | EA | 1,000 | \$5,920.00 | \$ 5,920.00 | - | \$ - | 1,000 | \$ 5,920.00 |
| | TOTAL CHANGE C.O. #11 | | | | \$ 5,920.00 | | \$ - | | \$ 5,920.00 |
| C.O. #12 | Owner Provided Topsoil | CY | 178,000 | \$26.10 | \$ 4,645.80 | 178.00 | \$ 4,645.80 | 178,000 | \$ 4,645.80 |
| | TOTAL CHANGE C.O. #12 | | | | \$ 4,645.80 | | \$ 4,645.80 | | \$ 4,645.80 |
| C.O. #13 | Connect Existing Storm Sewer to Intake #3 | LS | 1,000 | \$2,696.04 | \$ 2,696.04 | 1.00 | \$ 2,696.04 | 1,000 | \$ 2,696.04 |
| | TOTAL CHANGE C.O. #13 | | | | \$ 2,696.04 | | \$ 2,696.04 | | \$ 2,696.04 |
| C.O. #14 | Change at the East Alley North of the Church and at the Alley on the West Side of Washburn Street | LS | 1,000 | \$6,463.60 | \$ 6,463.60 | 1.00 | \$ 6,463.60 | 1,000 | \$ 6,463.60 |
| | TOTAL CHANGE C.O. #14 | | | | \$ 6,463.60 | | \$ 6,463.60 | | \$ 6,463.60 |
| | TOTAL CONTRACT WITH CHANGE ORDERS | | | | \$ 1,401,468.56 | | \$ 13,805.44 | | \$ 1,407,183.01 |

* Items Changed with Change Order #1
** Items Changed with Change Order #6
*** Items Changed with Change Order #11
**** Items Changed with Change Order #12

Pay Estimate #1 \$ 115,284.21
Pay Estimate #2 \$ 404,550.36
Pay Estimate #3 \$ 272,896.37
Pay Estimate #4 \$ 262,765.29
Pay Estimate #5 \$ 165,650.98
Pay Estimate #6 \$ 102,559.48

Retainage 5% \$ 70,358.15
Total Value of Completed Work Less Retainage \$ 1,336,823.86
Previous Payments \$ 1,323,708.69
Current Payment Due \$ 13,115.17



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

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

Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

November 3, 2017

2245-032

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

RE: 2nd Street and Washburn Street Storm Sewer and Paving Project

Honorable Mayor Schneider and Council Members:

The public improvements for this project have been constructed in substantial conformance with the project plans and specifications. All work has been completed.

I recommend that this project be accepted by the council and that the final payment be approved at the following Council meeting on November 20th once all paperwork has been finalized.

Respectfully submitted,

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

T:\2245\2245-032-\2245032acceptanceletter.docx

RESOLUTION #110617-03

**RESOLUTION APPROVING 28E JOINT PUBLIC SERVICE
AGREEMENT WITH WASHINGTON COUNTY BOARD OF
SUPERVISORS FOR THE W61 ROAD IMPROVEMENT PROJECT**

Whereas, the City of Riverside City will enter into a 28e agreement Washington County Board of Supervisors for paving and rocking of the shoulders of County Highway W61, Pioneer Street from the English River Bridge to River Street.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into a 28e agreement with Washington County.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 6th day of November, 2017.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

28E
JOINT PUBLIC SERVICE AGREEMENT

WHEREAS, under Chapter 28E of the 2017 Code of Iowa (as amended), Washington County, Iowa, may, as a public agency, enter into an agreement with a public agency which is a political subdivision of the State of Iowa, such as a City governing body, to cooperate in such a way as to provide joint services to their constituents and to cooperate in other ways of mutual advantage; and

WHEREAS, it is deemed to be in the best interest of Washington County and the City of Riverside, a City organized and existing under the laws of the State of Iowa, and of their respective citizens that the County and said City jointly undertake the paving and rocking of the shoulders of County Highway W61, Pioneer Street, from the English River Bridge to River Street with Washington County to provide certain necessary services related to such paving and rocking of the shoulders for which the City of Riverside is to reimburse the County their portion of costs for the work that exceed \$21,250.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Washington County shall provide under this 28E Agreement through the Washington County Engineering Department certain services to the City of Riverside for the paving and rocking of the shoulders of County Highway W62, Pioneer Street, from the English River Bridge north to River Street. These services shall include preliminary survey and contractual administration including resident engineering and construction inspection and staking.
2. All services provided under this 28E Agreement shall be performed in a good and workmanlike manner in accordance with standards of the Iowa Department of Transportation for the design and construction of public improvements and shall comply with all statutes, codes, ordinances, rules, construction standards and regulations applicable thereto.
3. All services provided shall be administered by Washington County through its Engineering Department, which shall be responsible for all procedural and substantive matter relating hereto. These services shall be provided by the County Engineer or his authorized representative. The County Engineer shall determine when, in his judgment, performance is complete and shall thereafter recommend to the City that the project be finally accepted. Upon the City's written acceptance of the Engineer's recommendation, the project described in this 28E Agreement shall be complete, and this 28E Agreement shall expire after repayment has been accepted by the County. No separate legal entity is established under this Agreement.
4. The City of Riverside shall pay for all construction costs related to the paving and rocking of shoulders along County Highway W61, Pioneer Street, from the English River Bridge north to River Street that exceed \$21,250. This shall include, but not be limited to, the 2' portland cement concrete pavement widening by 8" thick, milled shoulder rumble strips, shoulder construction, new granular shoulder material, painted edge lines, traffic control, safety closure and mobilization. The County Farm-to-Market shall be reimbursed for construction expenses by the City of Riverside according to Iowa Department of Transportation Instructional Memorandum 2.010. Repayment shall be no later than 30 days after the certified completion date of the project.

5. The cost for all design and inspection services charged by Washington County to the City of Riverside under this 28E Agreement shall be the actual costs to Washington County for providing such services, in accordance with the attached schedule of rates for each classification of employee or item of work performed. Payment shall be made as soon as possible by the City of Riverside upon the County's submission of the monthly billing statement.
6. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least thirty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail.
7. The City of Riverside and Washington County hereby claim and do not waive all immunities from suit as provided in the Code of Iowa, including as provided in Chapter 670, Iowa Code (2017) and as amended, and in accordance with any applicable caselaw. Unless immune from suit, Washington County and the City of Riverside, Iowa shall maintain appropriate insurance coverage or agree to pay any and all damages assessed as a result of claims, settlements, judgments or lawsuits arising from the services, personnel or equipment under this agreement.
8. No employee or contractor working for or with Washington County on this project shall be considered an employee of the City of Riverside.
9. No real or personal property shall be acquired or disposed of under this Agreement.

EXECUTION OF AGREEMENT

The parties hereunto shall approve this 28E Agreement by resolution of their respective Board or Council, which shall authorize the execution of this agreement. It shall then be filed in the Office of the Iowa Secretary of State and the Office of the County Recorder of Washington County, Iowa, in accordance with Chapter 28E, 2017 Code of Iowa (as amended). This agreement shall become effective when recorded with the Washington County Recorder and shall remain in effect until all terms are fully satisfied or is terminated as provided hereinbefore. This agreement shall not relieve either party of any obligation or liability imposed upon it by law except to the extent that the actual and timely performance during the term of the contract may be offered in satisfaction of the obligation or responsibility.

This is the entire agreement between the parties, and it may be amended only in writing. The laws of the State of Iowa shall apply to this contract of agreement.

All parties to this agreement shall cooperate with each other to the fullest extent possible in order to facilitate and carry out the provisions of this agreement.

CITY OF RIVERSIDE, IOWA

WASHINGTON COUNTY
BOARD OF SUPERVISORS

Mayor

Board Chair

ATTEST:

City Clerk

Washington County Auditor

Date

Date

HOURLY BILLING RATES*

| | | |
|-------------------|---------------------------|----------|
| Jacob Thorius | County Engineer | \$ 95.07 |
| | Assistant County Engineer | \$ 77.67 |
| Jeremy McLaughlin | Engineering Technician | \$ 52.25 |
| Dennis Murray | Engineering Aide | \$ 43.64 |
| Julie Messer | Office Manager | \$ 43.31 |
| College Part-time | Inspector V | \$ 18.29 |
| | Inspector IV | \$ 17.37 |
| | Inspector III | \$ 16.22 |
| | Inspector II | \$ 15.07 |
| | Inspector I | \$ 14.49 |
| | Licensed Surveyor | \$ 50.00 |
| Mileage | \$ 0.39 per mile | |
| Overtime | 1.5 x hourly rate | |
| Expenses | At actual cost | |

* Includes County Salary + Fringe Benefits (Holidays, Vacation, Sick Leave, IPERS, FICA, Medicare, Unemployment, Health Insurance, Life Insurance, and Workman's Comp.)

Rates have been estimated for estimated inflation based on construction in 2017.

Actual Billing Rates shall be based on actual wage plus fringe benefits listed as determined on July 1 each year in accordance with the salaries authorized by the Washington County Board of Supervisors and include 10% overhead cost.



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Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

October 27, 2017

Molly & Eric Byers
211 St. Mary's St.
Riverside, IA 52327

COPY

RE: Tree Agreement/Ella Street Project

Dear Molly and Eric:

Eric and I ran into each other this last September in front of the Post Office in Riverside. I mentioned to Eric that the City of Riverside wanted to replace the three trees as per the attached agreement dated April 18, 2016.

Eric indicated to me that he is willing to accept a payment of \$600.00 for the three trees. I felt that this would be a fair price and that the City would not need to water the trees.

Please sign this letter below and deliver to City Clerk Lory Young at the Riverside City Hall. Lory will place this item as an agenda item or include as a payable invoice.

We, Molly and Eric Byers agree to be paid \$600.00 by the City of Riverside in fulfillment of the attached agreement rather than replacing the three trees.

Molly Byers

Eric Byers

Thank you for your cooperation on this project. Again, please sign both of the two enclosed letters. Take one to Lory Young and keep one for your records.

Respectfully submitted,

Glen D. Meisner, PE & PLS

T:\2245\2245-012-\2245012L8.docx

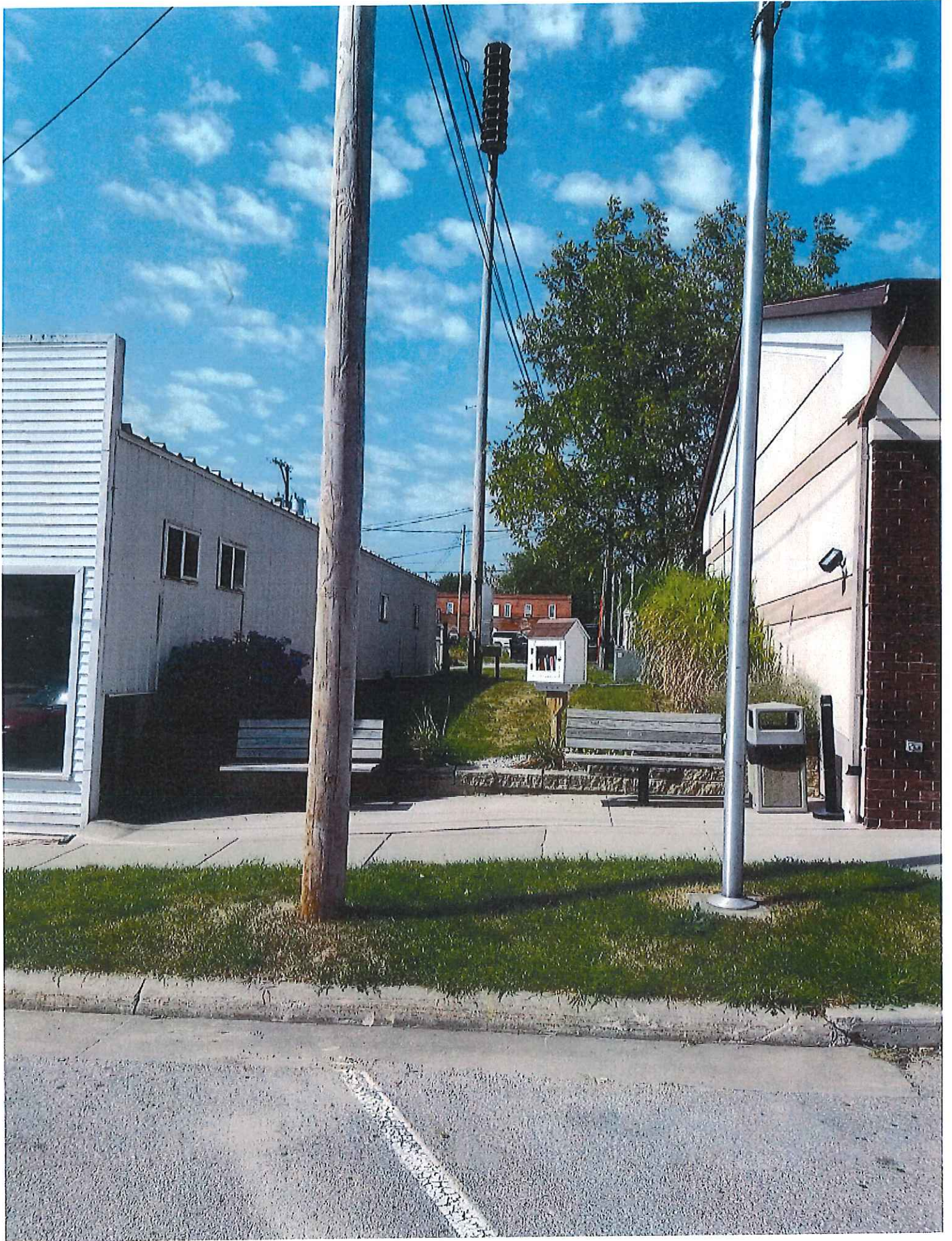
RECEIVED
NOV 02 2017
BY: _____

by Glen D. Meisner
11/3/2017

Cost Estimate for Alley Construction
South of City Hall

| | | |
|----|--|--------------|
| 1 | Overhead Electric - move 2 poles | \$10,000.00 |
| 2 | Cable TV - no charge | \$0.00 |
| 3 | Move air conditioners | \$3,000.00 |
| 4 | Move siren | \$5,000.00 |
| 5 | Place retaining walls (both sides) | \$25,000.00 |
| 6 | Move flag pole | \$500.00 |
| 7 | Grading | \$3,500.00 |
| 8 | Rock Subbase | \$2,800.00 |
| 9 | Subdrain | \$2,500.00 |
| 10 | Paving 20' x 175' | \$27,230.00 |
| 11 | Reconstruct sidewalk | \$5,000.00 |
| 12 | Curb removal | \$1,500.00 |
| 13 | Miscellaneous removals (benches, landscape stone, library) | \$1,500.00 |
| 14 | Gas Line? | ? |
| 15 | Paint buildings | \$1,000.00 |
| 16 | Curb/gutter replacement 100' x \$40 | \$4,000.00 |
| 17 | Misc seeding, sodding, silt fence | \$1,000.00 |
| | | <hr/> |
| | | \$93,530.00 |
| | 10% contingency | \$9,353.00 |
| | 15% Engineering | \$14,030.00 |
| | Total | \$116,913.00 |

Note: Does not include the small tract
of land west of City Hall in the alley area



RESOLUTION #110617-04

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES
AGREEMENT WITH MMS CONSULTANTS FOR THE HIGHWAY 22
RESURFACING PROJECT**

Whereas, the City of Riverside City Council agrees to enter into a Profession Services Agreement with MMS Consultants for engineering services for the Highway 22 Resurfacing & Improvements Project, including St. Mary's Street water main.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this attached agreement for this project.

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

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

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

MMS CONSULTANTS, INC.

Professional Services Agreement

This is an Agreement made as of _____, 2017, between MMS Consultants, Inc. (MMS) and the City of Riverside, Iowa. (CLIENT - legally responsible party). CLIENT hereby engages MMS Consultants, Inc. to perform services as outlined and according to the terms and conditions expressed herein.

Services: Services: Topographic Survey, Final Design, Permitting, Bidding, Construction Services for Highway 22 Resurfacing Project, Including St. Mary's Street Water Main and Highway 22 Curb and Gutter and Storm Sewer - Riverside, Iowa. This work may be expanded to include curb and gutter and sidewalk replacement on the north side of St. Mary's Street and Highway #22 at the direction of the City Council of Riverside, Iowa.

MMS and CLIENT agree:

1. **Scope of Services.** MMS shall perform the services as stated in Exhibit 1, which shall hereinafter be referred to as the "Project." In the event the scope of services changes during the term of this Agreement, the parties shall execute a written change order specifying the nature of the change in the scope of services and any associated change in the payment required. .
2. **Compensation and Payment.** Client shall compensate MMS for MMS's services as stated in Exhibit 2.
3. **Terms and Conditions.** MMS shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. The terms and conditions contained within this Agreement shall apply to all change orders related to this project.
4. The following exhibits are attached to and made part of this Agreement:

Exhibit 1 – Scope of Services
Exhibit 2 – Compensation
Exhibit 3 – Standard Terms & Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

MMS Consultants, Inc.

Client Acceptance:

By: _____

Signed By: _____

Printed Name: _____

Address for giving notices:

City of Riverside
60 N. Greene Street
Riverside, IA 52327

Agreement

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

MMS CONSULTANTS, INC.
Professional Services Agreement
Exhibit 1 – Scope of Services

Services: Topographic Survey, Final Design, Permitting, Bidding, Construction Services for Highway 22 Resurfacing Project, Including St. Mary's Street Water Main and Highway 22 Curb and Gutter and Storm Sewer – Riverside, Iowa. This work may be expanded to include curb and gutter and sidewalk replacement on the north side of St. Mary's Street and Highway #22 at the direction of the City Council of Riverside, Iowa.

BASIC SERVICES SHALL INCLUDE:

A. TOPOGRAPHIC AND BOUNDARY SURVEY

The intent of this phase is to obtain an accurate topographic and boundary survey of the project area. The extent of the topographic survey is expected to include the Highway 22 ROW as needed in areas where previous topographic survey work by MMS Consultants, Inc. has not been completed as well as St/ Mary's Street between Ella Street and Highway 22. Work under this phase is expected to include:

1. Locate all existing features above ground within the area to be affected by the proposed sanitary sewer improvements:
 - i. Top of curb, gutter and centerline elevations of streets at 50 foot intervals
 - ii. Fences, walls, posts, poles, trees, etc.
 - iii. Location, size, and depth of all buried utilities, structures and features not reasonably accessible from the ground surface shall be as marked and identified in the field by the owner of each utility or from "Record-of-Construction" information provided by the respective utility owner. Specific utilities to be located are as follows:
 1. water and gas mains
 2. power, communication and CATV lines
 3. existing storm and sanitary sewer on/near the site, including flow direction, slope, type, size, top and invert elevations of all inlets, culverts, manholes, headwalls, etc.
 - iv. Locate and tie down existing property corners and other survey monuments to determine existing property boundaries
2. Research existing property records to determine land ownership and to determine existing ROW lines to ensure that the work under the project remains within existing ROW.

B. FINAL DESIGN, PERMITTING AND BIDDING

1. Meet with affected adjacent residents at a public information meeting (fee based on one (1) meeting)
2. Attend City Council meetings as required to inform Council of project progress
3. Prepare Project Design and Construction Documents; including detailed project plans and specifications for construction:
 - Coordinate with City staff and representatives on design and specifications;

- Attend meetings with the designated Client personnel, and others whose approval is critical to the final approval of the construction documents for the improvements;
 - Submit completed documents to City Council for review and approval;
 - Prepare responses to any comments received from City, revise documents or plans as needed;
 - Prepare Engineer's Estimate of Cost to construct the improvements as shown on the completed and approved construction plans and documents.
4. Submit plans and specifications to Iowa DNR in support of an application for sanitary sewer or water main construction permit. Permit fees shall be paid for separately by the CLIENT. Assist CLIENT with obtaining NPDES erosion control permit from the Iowa DNR for the project.
 5. The design is expected to include storm sewer, curb and gutter and HMA overlay improvements in the work area. Also included are ADA sidewalk improvements at each intersection in the work area to bring these sidewalks into compliance with current regulations.
 6. Prepare necessary bid documents including form of contract and required bid and public hearing notices. Distribute advance notice to potential bidders and distribute plans and specifications to contractors and plan holders. Fee also includes the costs for printing, distribution, mailing or shipping of bidding documents and issuance of addenda as plans for public improvements projects shall be provided to bidders at no cost or with a refundable plan holder fee.
 7. Assist the City with the Bidding Process.
 - Publish all required notices;
 - Distribute plan and specifications sets;
 - Respond to bidder/contractor questions;
 - Assist City with bid opening, tabulation of bids received, evaluate bids received and provide a recommendation regarding award of contract;
 - Assist City with processing contract, performance bond, proof of insurance for final approval and execution.

C. CONSTRUCTION STAKING, INSPECTION AND ADMINISTRATION

1. Assist City with administration of the contract
2. Provide on-site inspection of the construction to ensure conformance with the plans and specifications
3. Review and approve pay requests and change orders
4. Construction layout staking
5. Schedule and attend preconstruction conference
6. Review submittals

The following services are not included in the Scope of Services but can be negotiated separately if these services are required:

1. Preparation of temporary or permanent easement plats
2. Wetlands delineation reports, permitting or mitigation plans
3. Negotiating of easements with property owners
4. Soils investigation
5. Preparation of grant applications or administration of grants received

MMS CONSULTANTS, INC.
Professional Services Agreement
Exhibit 2 – Compensation and Payment

Services: Topographic Survey, Final Design, Permitting, Bidding, Construction Services for Highway 22 Resurfacing Project, Including St. Mary's Street Water Main and Highway 22 Curb and Gutter and Storm Sewer - Riverside, Iowa. This work may be expanded to include curb and gutter and sidewalk replacement on the north side of St. Mary's Street and Highway #22 at the direction of the City Council of Riverside, Iowa.

1.0 Client shall pay MMS as follows:

- A. Lump sum in the amount of 8.5% of the final construction cost for the scope of project selected by the City Council for the scope outlined in Items A and B in Exhibit 1. This fee does not include application or permit fees, outside services, equipment or materials.

Lump sum in the amount of 7% of the final construction cost for the scope of project selected by the City Council for the scope outlined in Item C in Exhibit 1. This fee does not include application or permit fees, outside services, equipment or materials.

All additions and changes to scope of services shall be agreed upon by use of a Change Order signed by both MMS and Client. All conditions for payment of Change orders will be the same as the conditions for payment within the original Agreement.

- B. Invoices will be prepared monthly in accordance with MMS standard invoicing practices and submitted to Client. Invoices are due upon receipt. If Client fails to make any payment due to MMS for services and expenses within 60 days after date of MMS invoice, the amounts due MMS will be increased at the rate of 1.5% per month from the 60th day after invoice date. In addition, MMS may, without liability and not in lieu of any other rights MMS may have at law or in equity, after giving seven days written notice to Client, suspend services under this Agreement until MMS has been paid in full all amounts due for services, expenses, and other related charges. In addition, in any action to collect unpaid amounts due pursuant to this Agreement, Client shall pay all cost of collection including but not limited to court costs and MMS's attorney's fees. Payments will be credited first to interest and then to principal.
- C. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.
- D. Upon complete execution of this Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

MMS CONSULTANTS, INC.

Professional Services Agreement

Exhibit 3 – Terms and Conditions

Services: Topographic Survey, Final Design, Permitting, Bidding, Construction Services for Highway 22 Resurfacing Project, Including St. Mary's Street Water Main and Highway 22 Curb and Gutter and Storm Sewer – Riverside, Iowa. This work may be expanded to include curb and gutter and sidewalk replacement on the north side of St. Mary's Street and Highway #22 at the direction of the City Council of Riverside, Iowa.

A. Standard of Care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MMS makes no warranties, express or implied, under this Agreement or otherwise, in connection with services required to be performed by this Agreement. MMS and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers and suppliers.

B. MMS shall not at any time supervise, direct or have control over any contractor's work, nor shall MMS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. MMS neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.

D. MMS Shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except MMS's own employees) at the Project site or otherwise furnishing or performing any construction work in connection with the Project; or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation with and advice of MMS.

E. All design documents prepared or furnished by MMS are instruments of service and MMS retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Client and MMS (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that MMS's total liability to Client under this Agreement shall be limited to the total amount of the compensation received by MMS pursuant to this Agreement.

G. The information and services provided by MMS pursuant to this Agreement are intended for use only by Client. No third party shall have any right arising from this Agreement or the documents produced pursuant to this Agreement. As additional consideration for the performance the services called for hereunder, Client agrees to hold harmless and indemnify MMS and its employees, officer, directors, and agents for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he or she relied on representations made in such documents and was damaged thereby. Client's request that MMS release copies of documents produced pursuant to the terms of this Agreement shall be at Client's risk with respect to the contents of this paragraph.

H. If Client claims that MMS has made an error in any of the services provided hereunder, Client will inform MMS of the alleged error and allow MMS to inspect the property before Client takes any action to correct the alleged error or which would otherwise make it difficult or impossible for MMS to evaluate the existence of the alleged error. If Client repairs or otherwise provides a remedy for such alleged error or further disturbs the property such that it becomes impossible for MMS to confirm the existence or otherwise evaluate the alleged error, Client waives any and all actions against MMS for such alleged error.

I. Client shall indemnify and reimburse MMS for any and all costs and expenses associated with any civil action arising under this Agreement, including but not limited to attorney's fees, costs, and expenses, unless Client unilaterally prevails in a court of competent jurisdiction.

J. Upon complete execution of the Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

RESOLUTION #110617-06

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES
AGREEMENT WITH MMS CONSULTANTS FOR THE STREET NORTH
OF CHERRY LANE PROJECT**

Whereas, the City of Riverside City Council agrees to enter into a Profession Services Agreement with MMS Consultants for engineering services for construction of the street north of Chery Lane.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this attached agreement for this project.

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

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

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

MMS CONSULTANTS, INC.

Professional Services Agreement

This is an Agreement made as of _____, 2017, between MMS Consultants, Inc. (MMS) and the City of Riverside, Iowa. (CLIENT - legally responsible party). CLIENT hereby engages MMS Consultants, Inc. to perform services as outlined and according to the terms and conditions expressed herein.

Services: Services: Topographic Survey, Final Design, Permitting, Bidding, Construction Services for Street Extension between Kleopfer Street and Tupelo Boulevard North of Cherry Lane, including Sanitary Sewer Extension (School West Project) - Riverside, Iowa

MMS and CLIENT agree:

1. **Scope of Services.** MMS shall perform the services as stated in Exhibit 1, which shall hereinafter be referred to as the "Project." In the event the scope of services changes during the term of this Agreement, the parties shall execute a written change order specifying the nature of the change in the scope of services and any associated change in the payment required. .
2. **Compensation and Payment.** Client shall compensate MMS for MMS's services as stated in Exhibit 2.
3. **Terms and Conditions.** MMS shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. The terms and conditions contained within this Agreement shall apply to all change orders related to this project.
4. The following exhibits are attached to and made part of this Agreement:

Exhibit 1 – Scope of Services

Exhibit 2 – Compensation

Exhibit 3 – Standard Terms & Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

MMS Consultants, Inc.

Client Acceptance:

By: _____

Signed By: _____

Printed Name: _____

Address for giving notices:

City of Riverside
60 N. Greene Street
Riverside, IA 52327

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

MMS CONSULTANTS, INC.
Professional Services Agreement
Exhibit 1 – Scope of Services

Services: Topographic Survey, Final Design, Permitting, Bidding, Construction Services for Street Extension between Kleopfer Street and Tupelo Boulevard North of Cherry Lane, including Sanitary Sewer Extension (School West Project) - Riverside, Iowa

BASIC SERVICES SHALL INCLUDE:

A. TOPOGRAPHIC AND BOUNDARY SURVEY

The intent of this phase is to obtain an accurate topographic and boundary survey of the project area. The extent of the topographic survey is expected to include the area between Kleopfer Street and Tupelo Boulevard north of the Cherry Lane Addition, approximately 200 feet wide. Work under this phase is expected to include:

1. Locate all existing features above ground within the area to be affected by the proposed sanitary sewer improvements:
 - i. Top of curb, gutter and centerline elevations of streets at 50 foot intervals
 - ii. Fences, walls, posts, poles, trees, etc.
 - iii. Location, size, and depth of all buried utilities, structures and features not reasonably accessible from the ground surface shall be as marked and identified in the field by the owner of each utility or from "Record-of-Construction" information provided by the respective utility owner. Specific utilities to be located are as follows:
 1. water and gas mains
 2. power, communication and CATV lines
 3. existing storm and sanitary sewer on/near the site, including flow direction, slope, type, size, top and invert elevations of all inlets, culverts, manholes, headwalls, etc.
 - iv. Locate and tie down existing property corners and other survey monuments to determine existing property boundaries
2. Research existing property records to determine land ownership and to determine existing ROW lines to ensure that the work under the project remains within existing ROW.

B. FINAL DESIGN, PERMITTING AND BIDDING

1. Meet with affected adjacent residents at a public information meeting (fee based on one (1) meeting)
2. Attend City Council meetings as required to inform Council of project progress
3. Prepare Project Design and Construction Documents; including detailed project plans and specifications for construction:
 - Coordinate with City staff and representatives on design and specifications;
 - Attend meetings with the designated Client personnel, and others whose approval is critical to the final approval of the construction documents for the improvements;
 - Submit completed documents to City Council for review and approval;

- Prepare responses to any comments received from City, revise documents or plans as needed;
 - Prepare Engineer's Estimate of Cost to construct the improvements as shown on the completed and approved construction plans and documents.
4. Submit plans and specifications to Iowa DNR in support of an application for sanitary sewer or water main construction permit. Permit fees shall be paid for separately by the CLIENT. Assist CLIENT with obtaining NPDES erosion control permit from the Iowa DNR for the project.
 5. The design is expected to include storm sewer, grading, watermain, sanitary sewer and Portland Cement Concrete. The design will include the final plat for six residential lots.
 6. Prepare necessary bid documents including form of contract and required bid and public hearing notices. Distribute advance notice to potential bidders and distribute plans and specifications to contractors and plan holders. Fee also includes the costs for printing, distribution, mailing or shipping of bidding documents and issuance of addenda as plans for public improvements projects shall be provided to bidders at no cost or with a refundable plan holder fee.
 7. Assist the City with the Bidding Process.
 - Publish all required notices;
 - Distribute plan and specifications sets;
 - Respond to bidder/contractor questions;
 - Assist City with bid opening, tabulation of bids received, evaluate bids received and provide a recommendation regarding award of contract;
 - Assist City with processing contract, performance bond, proof of insurance for final approval and execution.

C. CONSTRUCTION STAKING, INSPECTION AND ADMINISTRATION

1. Assist City with administration of the contract
2. Provide on-site inspection of the construction to ensure conformance with the plans and specifications
3. Review and approve pay requests and change orders
4. Construction layout staking
5. Schedule and attend preconstruction conference
6. Review submittals

The following services are not included in the Scope of Services but can be negotiated separately if these services are required:

1. Preparation of temporary or permanent easement plats
2. Wetlands delineation reports, permitting or mitigation plans
3. Negotiating of easements with property owners
4. Soils investigation
5. Preparation of grant applications or administration of grants received

MMS CONSULTANTS, INC.
Professional Services Agreement
Exhibit 2 – Compensation and Payment

Services: Topographic Survey, Final Design, Permitting, Bidding, Construction Services for Street Extension between Kleopfer Street and Tupelo Boulevard North of Cherry Lane, including Sanitary Sewer Extension (School West Project) - Riverside, Iowa

1.0 Client shall pay MMS as follows:

- A. Lump sum in the amount of 8.5% of the final construction cost for the scope of project selected by the City Council for the scope outlined in Items A and B in Exhibit 1. This fee does not include application or permit fees, outside services, equipment or materials.

Lump sum in the amount of 7% of the final construction cost for the scope of project selected by the City Council for the scope outlined in Item C in Exhibit 1. This fee does not include application or permit fees, outside services, equipment or materials.

All additions and changes to scope of services shall be agreed upon by use of a Change Order signed by both MMS and Client. All conditions for payment of Change orders will be the same as the conditions for payment within the original Agreement.

- B. Invoices will be prepared monthly in accordance with MMS standard invoicing practices and submitted to Client. Invoices are due upon receipt. If Client fails to make any payment due to MMS for services and expenses within 60 days after date of MMS invoice, the amounts due MMS will be increased at the rate of 1.5% per month from the 60th day after invoice date. In addition, MMS may, without liability and not in lieu of any other rights MMS may have at law or in equity, after giving seven days written notice to Client, suspend services under this Agreement until MMS has been paid in full all amounts due for services, expenses, and other related charges. In addition, in any action to collect unpaid amounts due pursuant to this Agreement, Client shall pay all cost of collection including but not limited to court costs and MMS's attorney's fees. Payments will be credited first to interest and then to principal.

- C. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

- D. Upon complete execution of this Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

MMS CONSULTANTS, INC.

Professional Services Agreement

Exhibit 3 – Terms and Conditions

Services: Topographic Survey, Final Design, Permitting, Bidding, Construction Services for Street Extension between Kleopfer Street and Tupelo Boulevard North of Cherry Lane, including Sanitary Sewer Extension (School West Project) - Riverside, Iowa

A. Standard of Care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MMS makes no warranties, express or implied, under this Agreement or otherwise, in connection with services required to be performed by this Agreement. MMS and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers and suppliers.

B. MMS shall not at any time supervise, direct or have control over any contractor's work, nor shall MMS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. MMS neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.

D. MMS Shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except MMS's own employees) at the Project site or otherwise furnishing or performing any construction work in connection with the Project; or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation with and advice of MMS.

E. All design documents prepared or furnished by MMS are instruments of service and MMS retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Client and MMS (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that MMS's total liability to Client under this Agreement shall be limited to the total amount of the compensation received by MMS pursuant to this Agreement.

G. The information and services provided by MMS pursuant to this Agreement are intended for use only by Client. No third party shall have any right arising from this Agreement or the documents produced pursuant to this Agreement. As additional consideration for the performance the services called for hereunder, Client agrees to hold harmless and indemnify MMS and its employees, officer, directors, and agents for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he or she relied on representations made in such documents and was damaged thereby. Client's request that MMS release copies of documents produced pursuant to the terms of this Agreement shall be at Client's risk with respect to the contents of this paragraph.

H. If Client claims that MMS has made an error in any of the services provided hereunder, Client will inform MMS of the alleged error and allow MMS to inspect the property before Client takes any action to correct the alleged error or which would otherwise make it difficult or impossible for MMS to evaluate the existence of the alleged error. If Client repairs or otherwise provides a remedy for such alleged error or further disturbs the property such that it becomes impossible for MMS to confirm the existence or otherwise evaluate the alleged error, Client waives any and all actions against MMS for such alleged error.

I. Client shall indemnify and reimburse MMS for any and all costs and expenses associated with any civil action arising under this Agreement, including but not limited to attorney's fees, costs, and expenses, unless Client unilaterally prevails in a court of competent jurisdiction.

J. Upon complete execution of the Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

RESOLUTION #110617-07

**RESOLUTION TO AUTHORIZE THE CITY CLERK TO
CERTIFY TO THE COUNTY AUDITOR FOR COLLECTION OF
OUTSTANDING DEBT – 151 E 3RD STREET**

WHEREAS, the City of Riverside, Iowa City Council authorizes the City Clerk to certify to the County Auditor for collection in the same manner as property taxes the amount of \$4,212.00 for the destruction of City Property located in front of 151 E 3th Street owned by Russell Popham.

THEREFORE, BE IT RESOLVED, The City of Riverside City Council, hereby approves the certification of the debt.

IT WAS MOVED BY Councilperson _____, seconded by Councilperson _____, that the foregoing resolution be approved.

ROLL CALL VOTE: Schneider, Sexton, Schnoebelen, Weber, Redlinger

Ayes:

Nays:

Absent:

Signed: _____
Allen Schneider, Mayor

Attest : _____
Lory Young, City Clerk

COPY

June 8, 2017

Russell Popham
PO Box 426
Riverside, IA 52327

Dear Russell,

This letter is in regards to your property located at 151 E 3rd Street here in Riverside. It has been brought to our attention that you have junk vehicles, and parts on your property.

“Junk” is in violation of City Ordinance 51.01:

1. ‘Junk’ means all old or scrap non-ferrous metal, old rope, rags, batteries, paper, trash, rubber, debris, waste or used lumber, salvaged wood, dismantled vehicles, machinery, appliances or parts, old or discarded glass, tin ware, plastic, household goods or hardware.

“Junk Vehicles” is in violation of City Ordinance 51.02 & 51.03:

51.02 “Junk and Junk Vehicles Prohibited”. It is unlawful for any person to store, accumulate, or allow remaining in on private property within the corporate limits of the City any junk or junk vehicle.

51.03 “Junk and Junk Vehicles a Nuisance”. It is hereby declared that any junk or junk vehicle located on private property...constitutes a threat to the health and safety of the citizens and is a nuisance within the meaning of Section 657.1 of the State Code of Iowa.

The City of Riverside would like you to please remove and clean up the stuff on your property by June 30th, 2017. If you have any questions, please call City Hall.

Your prompt attention to this matter is appreciated.

Sincerely,

Lory Young
City Clerk



July 21, 2017

COPY

Russell Popham
151 E 3rd St
PO Box 426
Riverside, IA 52327

Dear Russell,

This letter is in regards to your property located at 181 E 4th Street here in Riverside.

On May 14th, 2017 the Riverside Volunteer Fire Department responded to a burning tree at your home. Apparently you had been burning cardboard on the street under or near the large tree and caught it on fire. The Fire Department struggled with putting out the fire and Kalonial Tree Service was called in to assist to cut the tree down enabling the firefighters to extinguish the fire. The Fire Department also used special foam to help put out the fire. The next day, Kalonial Tree Service returned to finish cutting up the tree and City staff clean up the street.

According to Riverside City Code of Ordinances:

Chapter 105.05 OPEN BURNING RESTRICTED. *No person shall allow, cause or permit open burning of combustible materials where the products of combustions are emitted into the open air without passing through a chimney or stack, except in accordance with applicable provisions of the International Fire Code.*

The City of Riverside feels you were negligent when you were burning combustibles on the City street when there is clearly an open burning restriction within the City. Burning of the tree is Destruction of City Property.

The City of Riverside is presenting you with a bill for the removal and cleanup of the tree, the special foam used by the fire department to assist with putting the fire out, wages for City staff to be on site for the incident and an administration fee for dealing with this issue. The total cost is \$4,212.00. You may be able to turn this into your Home Owner Insurance.

If you are unable to pay the amount due, the City would be willing to work out a payment arrangement. The payment arrangement we are willing to offer you would be 12 equal payments of \$351.00 due by the 15th of each month, until balance is paid in full, with the first payment of \$351.00 being due August 15th, 2017.

If neither one of these options will work for you, the City will be forced to certify the expense through the County Treasurer and have the balance of \$4,212.00 assessed to your property taxes for payment.

If you would like to address the City Council about this matter or have any questions, please call or stop in City Hall to be placed on an agenda.

Your prompt attention to this matter is appreciated.

Sincerely,

Lory Young
City Clerk

COPY

EXPENSES INCURRED BY CITY:

KALONIAL TREE SERVICE \$ 3,650.00

RIVERSIDE FIRE DEPARTMENT **FOAM** \$ 312.00

STREET EMPLOYEE WAGES \$ 150.00

ADMINISTRATION FEE \$ 100.00

TOTAL BILL \$ 4,212.00



National Tree Service
PO Box 408
Wellman, IA 52356
319-936-0682

Invoice

Invoice #: 506
Invoice Date: 5/30/2017

Phone # 319-936-0682

Bill To:

City of Riverside
60 N Green St
Riverside, IA 52327

COPY

| Description | QTY | Rate | Amount |
|---|-----|------|----------|
| Tree Removal & Stump Grinding Cut tree down that was on fire. Removed the debris the next day and ground out the stump. | | | 3,580.00 |
| 1 Stihl 20 in bar Supplies | | | 46.50 |
| 1 Stihl 20 in Chain Supplies | | | 23.50 |

RECEIVED
JUL 05 2017
BY: _____

Total \$3,650.00

0.00 *

312.00 +

473.03 +

283.93 +

1,068.96 *

L.C.

COPY

INVOICE

Invoice Number: 52925

Invoice Date: Mar 21, 2017

Page: 1

Phone: 563-330-0000

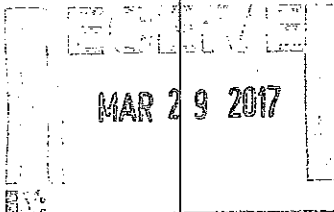
| |
|--|
| Bill To: |
| Riverside Fire Dept. PO Box 111 Riverside, IA 52327 USA |

| |
|--|
| Ship to: |
| Riverside Fire Department 271 River Street Riverside, IA 52327 |

36340

| | | | |
|---------------------|------------------------|----------------------|-----------------|
| Customer ID | Customer PO | Payment Terms | |
| RiversideIA | 03092017-3 | Net 30 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| joel | UPS Ground | | 4/20/17 |

| Quantity | Item | Description | Backorder Qty | Unit Price | Amount |
|----------|----------|---|---------------|------------|--------|
| 4.00 | cg720000 | Chemguard Direct Attack Foam | | 78.00 | 312.00 |
| | | <i>Fire fighting Foam For 161 check</i> | | | |
| | | <i>001-5-150-6354</i> | | | |



36340

| | |
|------------------------|---------------|
| Subtotal | 312.00 |
| Sales Tax | |
| Freight | |
| Total Invoice Amount | 312.00 |
| Payment/Credit Applied | |
| TOTAL | 312.00 |

*/Credit Memo No.

PAID
APR 04 2017
BY: 24240
PAID

August 18th, 2017

Russell Popham
151 E 3rd St
PO Box 426
Riverside, IA 52327

COPY

Dear Russell,

SECOND NOTICE: This letter is in regards to your property located at 151 E 3th Street here in Riverside.

On May 14th, 2017 the Riverside Volunteer Fire Department responded to a burning tree at your home. Apparently you had been burning cardboard on the street under or near the large tree and caught it on fire. The Fire Department struggled with putting out the fire and Kalonial Tree Service was called in to assist to cut the tree down enabling the firefighters to extinguish the fire. The Fire Department also used special foam to help put out the fire. The next day, Kalonial Tree Service returned to finish cutting up the tree and City staff clean up the street.

According to Riverside City Code of Ordinances:

Chapter 105.05 OPEN BURNING RESTRICTED. *No person shall allow, cause or permit open burning of combustible materials where the products of combustions are emitted into the open air without passing through a chimney or stack, except in accordance with applicable provisions of the International Fire Code.*

The City of Riverside feels you were negligent when you were burning combustibles on the City street when there is clearly an open burning restriction within the City. Burning of the tree is Destruction of City Property.

The City of Riverside is presenting you with a bill for the removal and cleanup of the tree, the special foam used by the fire department to assist with putting the fire out, wages for City staff to be on site for the incident and an administration fee for dealing with this issue. The total cost is \$4,212.00. You may be able to turn this into your Home Owner Insurance.

If you are unable to pay the amount due, the City would be willing to work out a payment arrangement. The payment arrangement we are willing to offer you would be 12 equal payments of \$351.00 due by the 15th of each month, until balance is paid in full, with the first payment of \$351.00 being due August 15th, 2017.

If neither one of these options will work for you, the City will be forced to certify the expense through the County Treasurer and have the balance of \$4,212.00 assessed to your property taxes for payment.

If you would like to address the City Council about this matter or have any questions, please call or stop in City Hall to be placed on an agenda.

Your prompt attention to this matter is appreciated.

Sincerely,

Lory Young
City Clerk



September 14, 2017

Russell Popham
151 E 3rd St
PO Box 426
Riverside, IA 52327

COPY

Dear Russell,

THIS IS YOUR FINAL NOTICE! The City has not received any response to the previous letters and verbal communications. We have given you the opportunity to set up a payment arrangement and you failed to make those arrangements. We have given you the opportunity to attend a meeting to address the City Council which you have not done.

The City will give you another opportunity to comply with the payment arrangement set in this letter by September 29th, 2017. If you choose not to accept the arrangement, the City Council will discuss placing a lien against your property for the outstanding amount due to be collected in the same manner as property taxes at the Council Meeting on October 2nd, 2017.

This letter is in regards to your property located at 181 E 4th Street here in Riverside.

On May 14th, 2017, the Riverside Volunteer Fire Department responded to a burning tree at your home. Apparently you had been burning cardboard on the street under or near the large tree and caught it on fire. The Fire Department struggled with putting out the fire and Kalonial Tree Service was called in to assist to cut the tree down enabling the firefighters to extinguish the fire. The Fire Department also used special foam to help put out the fire. The next day, Kalonial Tree Service returned to finish cutting up the tree and City staff clean up the street.

According to Riverside City Code of Ordinances:

Chapter 105.05 OPEN BURNING RESTRICTED. *No person shall allow, cause or permit open burning of combustible materials where the products of combustions are emitted into the open air without passing through a chimney or stack, except in accordance with applicable provisions of the International Fire Code.*

The City of Riverside feels you were negligent when you were burning combustibles on the City street when there is clearly an open burning restriction within the City. Burning of the tree is Destruction of City Property.

The City of Riverside is presenting you with a bill for the removal and cleanup of the tree, the special foam used by the fire department to assist with putting the fire out, wages for City staff to be on site for the incident and an administration fee for dealing with this issue. The total cost is \$4,212.00. You may be able to turn this into your Home Owner Insurance.

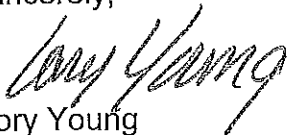
If you are unable to pay the amount due, the City would be willing to work out a payment arrangement. The payment arrangement we are willing to offer you would be 12 equal payments of \$351.00 due by the 15th of each month, until balance is paid in full, with the first payment of \$351.00 being due August 15th, 2017.

If neither one of these options will work for you, the City will be forced to certify the expense through the County Treasurer and have the balance of \$4,212.00 assessed to your property taxes for payment.

If you would like to address the City Council about this matter or have any questions, please call or stop in City Hall to be placed on an agenda.

Your prompt attention to this matter is appreciated.

Sincerely,



Lory Young
City Clerk

RESOLUTION #110617-08

**RESOLUTION TO AUTHORIZE THE CITY CLERK TO
CERTIFY TO THE COUNTY AUDITOR FOR COLLECTION OF
OUTSTANDING YARD CLEANUP – 181 E 4TH STREET**

WHEREAS, the City of Riverside, Iowa City Council authorizes the City Clerk to certify to the County Auditor for collection in the same manner as property taxes the amount of \$1,915.00 for mowing and yard cleanup at the property located at 181 E 4th Street owned by Brad Furhmann.

THEREFORE, BE IT RESOLVED, The City of Riverside City Council, hereby approves the certification of the debt.

IT WAS MOVED BY Councilperson _____, seconded by Councilperson _____, that the foregoing resolution be approved.

ROLL CALL VOTE: Schneider, Sexton, Schnoebelen, Weber, Redlinger

Ayes:

Nays:

Absent:

Signed: _____
Allen Schneider, Mayor

Attest : _____
Lory Young, City Clerk

COPY

June 5, 2017

Brad Fuhrmann
181 East 4th Street
PO Box 406
Riverside, IA 52327

Dear Brad,

This letter is in regards to your property located at 181 E 4th Street here in Riverside. It has been brought to our attention that you have dense vegetation growing on the southwest corner and along the south side of your property that may be impairing the vision at the intersection of St. Mary's Street and N Ella Street and E 4th Street and N Ella Street.

This dense vegetation is in violation of City Ordinance 50.02(5 & 9):

5. "Blocking public or private ways, obstructing or encumbering, by fences, buildings or otherwise, the public roads, private ways, streets, alleys, commons, landing places..."

9. "Weeds, Brush, dense growth of all weeds, vines, brushes, or other vegetation in the City so as to constitute a health, safety, or fire hazard."

The City of Riverside would like you to please remove or trim the dense vegetation down so it will no longer obstruct vision at this intersection and clean up the vegetation on your property by June 30th, 2017. If you have any questions, please call City Hall.

Your prompt attention to this matter is appreciated.

Sincerely,

Lory Young
City Clerk



July 21, 2017

COPY

Brad Fuhrmann
181 East 4th Street
PO Box 406
Riverside, IA 52327

Dear Brad,

This letter is in regards to your property located at 181 E 4th Street here in Riverside.

Enclosed is a copy of the bill for having your property cleaned up in the amount of \$1,865.00. The City has paid Kalonial Lawn Care for their services and we will give you until August 15th, 2017 to make payment to the City. If you cannot pay this fee, in full, by August 15th, 2017, we are willing to set up a payment arrangement.

The payment arrangement we are willing to offer you would be 12 equal payments of \$155.42 due by the 15th of each month, until balance is paid in full, with the first payment of \$155.42 being due August 15th, 2017.

If neither one of these options will work for you, the City will be forced to certify the expense through the County Treasurer and have the balance of \$1,865.00 plus and administration fee of \$50.00, for a total of \$1,915.00, assessed to your property taxes for payment.

If you have any questions, please call or stop in City Hall. Your prompt attention to this matter is appreciated.

Sincerely,

Lory Young
City Clerk

Signed: _____
Brad Fuhrmann

Date: _____

Kalonial Lawn Care

Po Box 408
Wellman, IA 52356

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 6/30/2017 | 41738 |

| |
|--|
| Bill To |
| City of Riverside 60 N Greene St Riverside, IA 52327 |

COPY

| | |
|-------------------|---------|
| Terms | Project |
| Due 10th of month | |

| Quantity | Description | Rate | Amount |
|----------|--|--------------|-------------------|
| | Trimming Trimmed all trees off sidewalks & removed debris. Removed dead trees in alley. Trimmed hedges along sidewalks on all street sides & removed debris. Mowed lawn & removed all rocks & logs in the right of way | 1,865.00 | 1,865.00 |
| | | Total | \$1,865.00 |



Trek
"Where the Best Begins"

August 18th, 2017

COPY

Brad Fuhrmann
181 East 4th Street
PO Box 406
Riverside, IA 52327

Dear Brad,

SECOND NOTICE: This letter is in regards to your property located at 181 E 4th Street here in Riverside.

Enclosed is a copy of the bill for having your property cleaned up in the amount of \$1,865.00. The City has paid Kalonial Lawn Care for their services and we will give you until August 15th, 2017 to make payment to the City. If you cannot pay this fee, in full, by August 15th, 2017, we are willing to set up a payment arrangement.

The payment arrangement we are willing to offer you would be 12 equal payments of \$155.42 due by the 15th of each month, until balance is paid in full, with the first payment of \$155.42 being due August 15th, 2017.

If neither one of these options will work for you, the City will be forced to certify the expense through the County Treasurer and have the balance of \$1,865.00 plus and administration fee of \$50.00, for a total of \$1,915.00, assessed to your property taxes for payment.

If you have any questions, please call or stop in City Hall. Your prompt attention to this matter is appreciated.

Sincerely,

Lory Young
City Clerk

Signed: _____
Brad Fuhrmann

Date: _____



Trek
"Where the Best Begins"

September 14, 2017

Brad Fuhrmann
181 East 4th Street
PO Box 406
Riverside, IA 52327

COPY

Dear Brad,

THIRD AND FINAL NOTICE! The City has notified you and offered you payment arrangements and those arrangements were not met. You were also offered the opportunity to attend a council meeting to address the City Council and did not attend the meeting which you were on the agenda. I have left messages and spoke to you in person about attending another meeting with no response.

If you choose not to comply with the payment arrangement by September 29th, 2017, the City Council will discuss placing a lien on your property to be collected in the same manner as property taxes on the City Council meeting on October 2nd, 2017.

This letter is in regards to your property located at 181 E 4th Street here in Riverside.

Enclosed is a copy of the bill for having your property cleaned up in the amount of \$1,865.00. The City has paid Kalonial Lawn Care for their services and we will give you until August 15th, 2017 to make payment to the City. If you cannot pay this fee, in full, by August 15th, 2017, we are willing to set up a payment arrangement.

The payment arrangement we are willing to offer you would be 12 equal payments of \$155.42 due by the 15th of each month; until balance is paid in full, with the first payment of \$155.42 being due August 15th, 2017.

If neither one of these options will work for you, the City will be forced to certify the expense through the County Treasurer and have the balance of \$1,865.00 plus and administration fee of \$50.00, for a total of \$1,915.00, assessed to your property taxes for payment.

If you have any questions, please call or stop in City Hall. **Your prompt attention to this matter is appreciated.**

Sincerely,

Lory Young
City Clerk

RESOLUTION #110617-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE,
IOWA APPROVING THE APPLICATION FOR THE PURPOSE OF
RECEIVING BENEFITS FROM THE WASHINGTON COUNTY
RIVERBOAT FOUNDATION**

Whereas, the Washington County Riverboat Foundation has grants funds available that target Community Development and Beautification, Economic Development, Arts and Education, Human and Social Needs, and

Whereas, the Washington County Riverboat Foundation has a grant application cycle for Grants, and, the City of Riverside is supportive of these targets for improvements to the community and County, and one or more applications from the City of Riverside, Iowa deals with Community Development and Beautification, Economic Development, Arts and Education, Human and Social Needs.

Now, therefore be it resolved, by the City Council of the City of Riverside, Iowa that the City authorizes the following grant application to be submitted to the Washington County Riverboat Foundation for the Municipal Grant paid quarterly to the City of Riverside.

Moved by Councilperson _____, seconded by Councilperson _____ to pass the foregoing resolution.

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

Ayes:

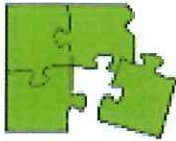
Nays:

Abstain/Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 6th day of November, 2017.

Signed: _____
Allen Schneider, Mayor

Attest: _____
Lory Young, City Clerk



MUNICIPAL GRANT APPLICATION

Applicant Organization Information:

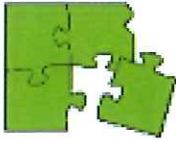
1. Applicant Organization: CITY OF RIVERSIDE
2. Mailing Address: PO BOX 188
3. City, State, Zip: RIVERSIDE, IA 52327
4. Federal Tax ID#: 42-6005154

Contact Information:

9. Primary Contact Name: LORY YOUNG
10. Title in Organization: CITY CLERK FINANCE OFFICER
11. Daytime Phone: 319-648-3501
12. E-mail address: lory@cityofriversideiowa.com
13. Alternate Contact Name: BECKY LAROCHE
14. Alternate Phone: 319-648-3501 Alt. E-mail: becky@cityofriversideiowa.com

Project/Program Information:

15. Project Title: PIONEER ST DRAINAGE PROJECT
16. Project Address: PIONEER ST RIVERSIDE
17. WCRF Funding Requested: \$60,000
18. Matching Funds: \$1,604,000
19. Total Cost (17+18): \$1,664,000 (include itemized budget if over \$5,000)
20. Anticipated project start: SPRING 2018
21. Anticipated completion date: FALL 2018



22. Provide a brief description of the project you are seeking funds for. You may attach additional pages to describe your project/program in more detail. Additional supporting material may also be submitted.

The DOT has Highway 22 through Riverside scheduled to be resurfaced in FY 19 and we are doing several projects in phases to be prepared for the resurfacing project. This is the second of 4 multimillion dollar projects the City will complete in the next three years. We are redoing our raised sidewalks to be ADA compliant, street scape on the downtown, decorative lighting along the sidewalks and Highway, adding additional public parking.

23. In the space below, explain how the project/program will address the Foundation's interest category. See WCRF Grant Application Guidelines

Riverside is committed to community development projects, projects that improve the quality of life for our citizens, attract more people, revitalize our neighborhoods and downtown and enhance the appearance of our City. Highway 22 is a main thoroughfare for travelers from many other communities to get to 218 (2015 Traffic count is over 7100) so this will benefit many more people than just the citizens of Riverside.

24. List name of matching funding sources and if contribution is projected (P) or confirmed (C). Private donations can generally be grouped together as one line item. Line "A" should show any cash contribution from the Applicant organization. **Do not include "in-kind" (non-cash) contributions in this table.** The "Total Matching Funds" should equal Line 18.

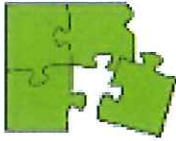
| Source of Match Funds | Projected or Confirmed | Amount |
|------------------------------|------------------------|---------------------|
| A. (Applicant) | Projected | \$ 1,604,000 |
| B. | Projected | \$ |
| C. | Projected | \$ |
| D. | Projected | \$ |
| E. | Projected | \$ |
| F. | Projected | \$ |
| Total Matching Funds: | | \$ 1,604,000 |



25. Complete the following budget form. List each work element for the project. To show the source of matching funds, reference the letter (A, B, C, etc.) from the table in Line 24. More than one source (letter) may be entered for a single work element. The Total Matching Fund should equal the amount entered in Line 18. The Total WCRF Funding Request should equal the amount entered in Line 17. **If the total project is over \$5,000, please attach a detailed itemization of the expected project expenses.**

| Project | Matching Fund Source (letters) | Matching Fund \$ Amount | WCRF Funding Request | Total |
|----------------------|--------------------------------|-------------------------|----------------------|--------------|
| 1. City of Riverside | | \$1,604,000 | \$ | \$ 1,604,000 |
| 2. WCRF | | \$ | \$ 60,000 | \$ 60,000 |
| 3. | | \$ | \$ | \$ |
| 4. | | \$ | \$ | \$ |
| 5. | | \$ | \$ | \$ |
| 6. | | \$ | \$ | \$ |
| 7. | | \$ | \$ | \$ |
| TOTAL | | \$1,604,000 | \$ 60,000 | \$ 1,664,000 |

NOTE: The WCRF does not normally fund personnel expenses, except for outside contracted services for specific projects. Personnel expenses include salaries and benefits for full- and part-time employees. Capital expenses include construction or remodeling costs. Equipment expenses include machinery, tools, vehicles, and appliances that are likely to remain in use for more than one year. Supplies refers to items which are consumable



26. Explain the source of additional matching funds shown in Questions 25 and 26, and the amounts necessary to complete the project/program. Include cash contributions from all other sources besides the WCRF.

No additional matching funds

27. Explain any "in kind" non-cash contributions, if any. Include donated time, labor, materials, etc. Note that these "in kind" contributions should not be included in the matching funds (Line 18) or in the Total Cost of the project (Line 19).

No additional in kind funds

28. Has your project been started? If yes what is the status?

No

29. Explain how the Washington County Riverboat Foundation will be recognized by your organization for contributing to the project/program.

Plaques on light poles and/or brick pillars, on our City website, in the local newspaper and our monthly news letter.

30. I hereby affirm that this application has been approved by its governing body. All data in this application and supporting material are correct and true. If awarded funds by the WCRF, the Applicant will comply with WCRF guidelines and grant agreement.

Signed: _____
(Signed by Primary Contact from Line 9.)

Date: _____

** Please note that your application becomes a public document upon submission. **

Send 1 signed copy and supporting documents to:

WCRF
205 W Main
Washington, IA 52353

Scan another copy with supporting documents and email to wcrf@riverboatfoundation.org

RESOLUTION #110617-10

**RESOLUTION TO APPROVE AN EASEMENT AGREEMENT BETWEEN
THE CITY OF RIVERSIDE AND THE RIVERSIDE CASINO & RESORT
FOR ACCESS TO WELL #8**

Whereas, the City of Riverside City Council agrees to enter into an easement agreement with the Riverside Casino & Resort for a permanent easement for the purpose of installing, repairing, replacing maintaining and use an access road to the City's Well #8.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this attached agreement for permanent access to Well #8.

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

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

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

Prepared by: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into by and between Riverside Casino & Golf Resort, LLC, hereinafter referred to as "Casino," and City of Riverside, Iowa, a municipal corporation, hereinafter referred to as "City."

The Casino, for joint and mutual covenants and other consideration between the parties, does hereby convey to the City a permanent easement for the purpose of installing, repairing, replacing, maintaining and using an access road to the City's Well #8, together with the right of ingress and egress thereto, for the above purposes. Said permanent easement shall be located on, below, over and across real property owned by the Casino, situated in Riverside, Washington County, Iowa, as more particularly described and shown in Exhibit "A" attached hereto and made a part of this easement by this reference.

The parties further agree as follows:

1. The Casino hereby covenants that it is lawfully seized and possessed of the real estate described above and that the Casino has the good and lawful right to grant and convey the easement described herein.
2. The Casino consents to any change of grade of the right-of-way in the City's constructing the access drive to Well #8.

3. The City agrees that it will promptly repair any damages it causes within the easement area during construction, with the intent to restore the surface of said area as close to the original condition, subject to the conditions set forth herein, at such time as the access is no longer required or used by the City.

4. The Casino acknowledges that possession of the easement area is the essence of this Agreement and the Casino does hereby grant the City immediate possession of the above-described easement area.

5. The Casino states and warrants that there is no well, solid waste disposal site, hazardous substances or underground storage tanks located within the easement area described in Exhibit "A."

6. The Casino shall retain ownership of the land and agrees not to interfere with the use of the land within the easement area or interfere with the use of the property by the City for the intended use as described above and herein.

7. The Casino further agrees not to erect or construct or cause to be constructed any building, fence or other structure, plant any trees, drill or operate any wells, or construct or place any obstructions within the easement area.

8. The City shall be responsible for all costs associated with the construction and maintenance of the above-described access. The City may trim, cut, remove any trees, brush, shrubs, saplings, or other vegetation as the City determines necessary within the above-described easement area, which, in the City's opinion, may interfere with the exercise of the City's rights hereunder in any manner and at no further cost to the City.

9. The City shall have the right of ingress and egress to, from and through the easement areas during the existence of this Agreement without prior notice to the Casino.

10. The provisions of this Agreement shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

11. The individual or individuals executing this Agreement on behalf of the Casino state and warrant that each has the authority to grant the rights conveyed to the City hereunder and the right to execute this Agreement and bind the Casino.

12. This Easement Agreement shall be fully binding upon the parties hereto. No waiver, change, modification or amendment of this Agreement shall be binding upon the Casino or the City, unless agreed to in writing and signed by both parties. The waiver by either party of a breach of this Agreement or any specific provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision or condition of this Agreement.

Dated this _____ day of _____, 2017.

RIVERSIDE CASINO & GOLF RESORT, LLC

By: _____

By: _____

CITY OF RIVERSIDE, IOWA

By: _____

Allen Schneider, Mayor

ATTEST: _____

Lory Young, City Clerk

STATE OF IOWA)
) ss:
WASHINGTON COUNTY)

This instrument was acknowledged before me on _____, 2017,
by _____ and _____, as
_____ and _____,
respectively, of Riverside Casino & Golf Resort, LLC.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
WASHINGTON COUNTY)

On this ____ day of _____, 2017, before me, the undersigned, a
Notary Public in and for the State of Iowa, personally appeared Allen Schneider and Lory
Young, to me personally known, who, being by me duly sworn, did say that they are the
Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal
corporation; that the seal affixed to the foregoing instrument is the corporate seal of the
municipal corporation, and that the instrument was signed and sealed on behalf of the
municipal corporation by the authority of its City Council; and that Allen Schneider and
Lory Young acknowledged the execution of the instrument to be their voluntary act and
deed and the voluntary act and deed of the corporation, by it and by them voluntarily
executed.

Notary Public in and for the State of Iowa

City of Riverside

A careful site assessment and analysis can determine if a project is economical and then provide a mechanism for a competitive bidding process that will save the City many times the estimated consulting fees.

The recommendation is that the City of Riverside take a three step approach with their solar evaluation process. The continuation of each step would be based on a careful analysis of the previous step. The following outlines the estimated cost of the recommended consulting services:

Rate Assessment -- \$ 90/hr not to exceed \$ 1000

- Is the project economically viable based on the utility rate and typical project cost
- Contact the local utility to review their requirements for interconnection and system right sizing

Site Assessment -- \$ 90/hr not to exceed \$ 1000

- What size system based on existing utility grid transformer and site electrical capacity
- What equipment is recommended – modules, racking, inverters, roof, ground mount

RFP -- \$ 4000

- Write a request for proposal that includes the specifications outlined above
- PPA, lease, or direct funding
- Compare contractor proposals and qualifications
- Prepare project matrix for proposal selection by the City Council

I have done electric system consulting all over the Midwest. Including electric system mapping, inventory and infrastructure valuation, photovoltaic systems design, and requests for proposals. Current projects are the City of State Center, and the City of Bloomfield. Past projects for the following Cities; Cedar Rapids, Donnellson, Marion, Traer, and many more. I primarily work with Latham and Associates of Cedar Rapids, and Shermco Industries of Hiawatha. I'm a founding Board member of the Iowa Solar Energy Trade Association and know most of the solar contractors in Iowa. I currently manage Farmers Electric Cooperative and we are 3rd nationwide for solar capacity per customer.

Warren McKenna
Kalona IA
319-325-7510



FYI

FVI

October 25, 2017

Mr. Richard Arnold
26875 407th Street
Russell, IA 50238

Dear Mr. Arnold,

I have been the City Clerk at the City of Riverside for the past 5 years and I would like to take a few minutes to let you know how the Riverside Casino has benefited our community. In the recent reports released by Marquette Advisor and WhiteSand Gaming, the Riverside Casino would be the facility hardest hit by the ramifications of a new gaming license for the construction of a casino in Cedar Rapids. With 19 casinos currently operating within the state, we are rapidly approaching maximum market penetration.

The Riverside Casino employs over 750 people, making it the largest employer in Washington County. If a new casino is built in Cedar Rapids, Riverside Casino would potentially have to eliminate over 200 jobs. This would take significant revenue from our small community and would be very detrimental to all cities, school districts, and non-profits within Washington County.

Most of our local Fire Departments, Emergency and Rescue Crews are run by volunteers. The Washington County Riverboat Foundation has given grants to every one of these departments in the county for new equipment, protective gear and vehicles. They have also helped pay for additional education and training opportunities for the members of these departments to meet new educational requirements currently in effect in the state so our volunteers can better serve our communities and townships.

Every school district in Washington County has received new technology and computers so they can teach our children to keep up with the ever changing technical world of today. Musical instruments and other band and choir necessities have been purchased. Athletic equipment, ball fields and practice facilities have been built and/or improved allowing many children opportunities they may never have had if the Casino had not made funds available. Cultural and Art Enrichment programs have been implemented and are thriving and growing.

Incentive funds are making building renovations and rehabilitation programs possible to assist with slum and blight abatement in our communities. Historical preservation projects are taking place to retain our past for our future generations. Many recreational facilities, parks and trails throughout the county have grown and expanded to improve the quality of life for our residents. These projects and activities would have not been possible without the grant money received from the Washington County Riverboat Foundation and the Riverside Casino.

I have merely mentioned only a few of the benefits from having the additional casino revenue allowing for the enrichment of our communities, but I do know if we lost even 20% of that revenue, our community would take the largest hit. I'm asking you to please vote against granting an additional gaming license allowing the construction of a new casino in Cedar Rapids because our small rural communities would be greatly devastated. Thank you for your time and consideration.

Respectfully,

Lory Young
City of Riverside
City Clerk Finance Officer

Since your group or organization has received a grant from us in the past we are asking for your help on this issue.

As I am sure you are aware the Iowa Racing and Gaming Commission (IRGC) is going to decide whether to allow a casino in Cedar Rapids in November. We would like your group or organization to send letters to the IRGC board members before September 25th. On that day, the IRGC will meet in Cedar Rapids to inspect the possible sites for building a casino. I know its short notice, but this is important to all of our past and future grant recipients.

It is important to tell the board members about the lost revenue for our schools, nonprofits and governments in Washington and surrounding counties.

If Cedar Rapids gets a casino we anticipate at least 250 jobs will be lost at Riverside Casino and Golf Resort. The casino is the largest employer in Washington County. Job that will be created in Cedar Rapids will not offset the loss to our county's economy.

I have listed their names and addresses below for you to use. **After you send an email or letter please send or email me a copy which we will keep for our records. Do not CC me on your email or letter.** Four years ago, several board members commented on the hand-written letters they received, so if possible please send a hand-written letter.

Here are some talking points for your letters, but adding a personal anecdote or story is highly recommended:

- Multiple studies from 4 years ago and this year confirm the Riverside and our foundation will lose significant revenue. That is certain. It's **highly risky** that any new revenue will be generated by having a casino in Cedar Rapids. A shift in revenue from a small rural county to a large county is certain. It's not worth the risk to grant a new license in Cedar Rapids.
- Our schools are receiving technology, band and athletic equipment they never would have received without the foundation.
- Our fire and rescue teams are safer and more efficient than ever before.
- Recreation facilities and walking and bike trails are being built and extended.
- Incentive funds are making building renovation and rehabilitation projects possible.
- Cultural and arts enrichment programs are expanding a thriving
- Historical properties and documents are being preserved for future generations to experience.
- List some of the projects that have been accomplished that would not have been completed without gaming money.
- The loss of jobs to Washington County
- The negative impact on our small county will be much greater than the positive impact on a large and diverse economy like Cedar Rapids.

Make the letters as individual as possible. Personal letter will have more impact than 1000 letters that are identical.

The commissioners can be reached through the commission office: 1300 Des Moines Street, Suite 100, Des Moines Iowa 50309; 515 281-7352; fax number 515 242-6560 or at the address and phone number listed below:

Richard Arnold – Mr. Arnold is Chair of the commission and lives in Russell. He is a farmer and small business owner. Commissioner Arnold's political affiliation is Republican. His term on the commission expires April 30, 2019. Commissioner Arnold can be reached at 26875 407th Street, Russell, IA 50238 rcarnold@sirisonline.com

Carl Heinrich – Mr. Heinrich lives in Council Bluffs. He is past president of Iowa Western Community College and is currently serving on various boards, including the American Red Cross. Commissioner Heinrich's political affiliation is Republican. His term on the commission expires April 30, 2020. Commissioner Heinrich can be reached at 816 Birchwood Circle, Council Bluffs, IA 51503, 712 323-7253.

Kristine Kramer – Ms. Kramer lives in New Hampton. She owns K&W Motors, Ltd in New Hampton. Commissioner Kramer's political affiliation is Democrat. Her term on the commission expires April 30, 2018. Commissioner Kramer can be reached at P.O. Box 29, New Hampton, IA 50659-0263, 641 394-3086. kandwmotors@iowatelecom.net

Jeff Lamberti – Mr. Lamberti lives in Ankeny. He is an attorney and is president of Block, Lamberti, Gocke & Ahlman law firm. Commissioner Lamberti's political affiliation is Republican. His term expires April 30, 2020. Commissioner Lamberti can be reached at Block, Lamberti, Gocke & Ahlman, 210 NE Delaware Avenue, Suite 200, Ankeny, IA 50021, 515 964-8777. Jeff.lamberti@ankenylaw.com

Dolores Mertz – Ms. Mertz lives in Algona. She is a retired state representative. Commissioner Mertz's political affiliation is Democrat. Her term on the commission expires April 30, 2018. Commissioner Mertz can be reached at 1803 E. Mound Street, #8, Algona, IA 50511, 515 395-2952.

Thanks for your help in this extremely important issue for Washington and surrounding counties.

Washington County Riverboat Foundation Board of Directors

Washington County Riverboat Foundation

205 West Main Street

Washington, IA 52353

319 653-3588

www.Washingtoncountyriverboatfoundation.org



October 25, 2017

VIA EMAIL

Lory Young
City Clerk/Finance Officer
Riverside, IA

Dear Lory:

This letter is to acknowledge your attendance at our annual fall municipal finance workshop that was held on Wednesday, October 18, 2017. The workshop began at 1:00 p.m. and continued through 4:00 p.m. and was held at the Greater Des Moines Botanical Garden located in Des Moines.

The workshop was designed to allow us to advise you on matters of the law which affect the operations of your City, the carrying out of your jobs and your interactions with us, as bond counsel. This year we focused on issues related to TIF, project financing, property tax abatement, construction contracts, special assessments and updates to other laws and regulations that affect cities.

It was great to see you at the workshop. If you have any questions about the workshop or if we can be of future assistance to you, please contact Bob Josten, Amy Bjork or me.

Best regards,



John P. Danos

JPD/sl

FYI

Lory Young

From: ECICOG <natalie.fraehlich@ecicog.org>
Sent: Wednesday, November 01, 2017 2:34 PM
To: lory@cityofriversideiowa.com
Subject: You're Invited - 2017 Legislative Open House

You're Invited!

—2017—

Legislative Open House

TUESDAY, NOVEMBER 21st

4:00pm - 6:00pm

CORALVILLE CITY HALL

1512 7th St., Coralville

SCHEDULE

4:00pm - 4:30pm

Enjoy refreshments and meet informally with legislators.

4:30pm - 6:00pm

Formal program, provides legislators the opportunity to give their views on the upcoming session, including time for questions and answers.

City and county officials and members of the general public are encouraged to attend.

FEEL FREE TO FORWARD THIS INVITATION TO OTHERS

This event is co-sponsored by ECICOG, the Iowa League of Cities,
the Iowa State Association of Counties, and the City of Coralville



ECICOG | www.ecicog.org
700 16th Street NE
Suite 301
Cedar Rapids, IA 52402

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ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402

[SafeUnsubscribe™ lory@cityofriversideiowa.com](mailto:SafeUnsubscribe™lory@cityofriversideiowa.com)

[Forward this email](#) | [Update Profile](#) | [About our service provider](#)

Sent by natalie.fraehlich@ecicog.org in collaboration with



Try it free today

FYI

Lory Young

From: Jennifer Campbell <Jennifer.Campbell@auditor.state.ia.us>
Sent: Wednesday, August 31, 2016 4:58 PM
To: 'lory'
Subject: Re: Information
Attachments: _Certification_.htm

Lory-

Per Chapter 362.5(3) of the Code of Iowa, if the total purchases exceed a cumulative of \$2,500, it can represent a conflict of interest. However, if the City Council took competitive bids and approved the use of Schnoebelen, Inc through that process, it would mitigate the conflict of interest concern.

Does that help?

Jennifer

>>> "Lory Young" <lory@cityofriversideiowa.com> 8/31/2016 3:57 PM >>>
Jennifer,

Ralph was in this afternoon and asked the question if the City can do more than \$2500 worth of business with Schnoebelen Inc. ?

Thanks,

Lory Young, IaCMC, IaCMFO
City Clerk/Finance Officer
City of Riverside (Pop. 993)
PO Box 188
City of Riverside, IA 52327
319-648-3501
lory@cityofriversideiowa.com

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