

**CITY OF RIVERSIDE COUNCIL MEETING AGENDA**  
**RIVERSIDE CITY HALL COUNCIL CHAMBERS**  
**60 N GREENE STREET**  
REGULAR MEETING  
Monday, March 19, 2018

6:30 Regular Meeting

NOTICE TO THE PUBLIC: This is a meeting of the City Council to conduct the regular business of the City. Every item on the agenda is an item of discussion and action if needed.

1. Call meeting to order
2. Approval of agenda
3. Consent agenda
  - a. Minutes from 2018-03-05
  - b. Expenditures for 2018-03-19
4. **Public forum.** 3 minutes per person. See guidelines for public comments at the Clerk's table
5. Committee Reports
  - a. Riverside Volunteer Fire Department February Report
6. **Public Hearing: Terry Stumpf**
7. Update on HR Report from Paul Gruefe. Paul will be joining by telephone.
8. Resolution approving lease agreement for 81 E 1<sup>st</sup> Street for John Sojka
  - a. Resolution 031918-01
9. Set Public Hearing for A&H Holdings development agreement
  - a. Resolution 031918-02
10. Discussion on Northern Heights development agreement
11. MMS Consultants report
  - a. Downtown streetscape project update
  - b. Downtown streetscape project. Approval of utility relocation agreement
  - c. Downtown streetscape project. Discussion on instructions for contractor regarding removal of excess materials from the project site.
  - d. Galileo Drive project schedule.
  - e. Set Public Hearing for Galileo Drive construction project. Resolution 031918-03.
12. PeopleService monthly report. Bill Stukey
13. Streets and Parks
  - a. Discussion on acquiring truck from RVFD to use as a dump truck
  - b. Discussion on 2018 stick pickup schedule (Simply Trees confirmed 4-4-18)
  - c. Discussion on spring Citywide Cleanup Day (May 12 or 19)
14. Request for support of a Washington County Riverboat Foundation grant for Hall Park bleacher repair. Andy Rodgers.
  - a. Resolution 031918-04
15. Agreement for west welcome sign placement
16. Mayor's report
17. City Clerk's report
18. City Council comments and requests for information
19. Motion to adjourn

RIVERSIDE CITY COUNCIL MEETING: March 5, 2018

The Riverside City Council meeting opened at 6:32 pm in City Hall with Mayor Allen Schneider requesting roll call. Council members present were: Rob Weber, Jeanine Redlinger, Andy Rodgers, Bob Schneider Jr. Tom Sexton was absent.

Motion by Schneider to approve the agenda, Second by Redlinger, passed 4-0.

Redlinger moved to approve the minutes from February 20<sup>th</sup>, 27<sup>th</sup>, and the expenditures. Second by Rodgers, passed 4-0.

Steve Streb of Streb Construction addressed Council on the W61 Road Project. They will place the concrete plant across from the Casino, and will need water from the City.

Rodgers moved to approve temporary water meter for Streb Construction at normal water rate, but waiving the sewer fees. Second by Redlinger, passed 4-0.

Redlinger moved to open Public Hearing for the FY 2018-19 Budget at 6:56 pm. Second by Weber, passed 4-0. There were no written or oral comments from residents.

Redlinger moved to close Public Hearing at 6:59 pm.

Schneider moved to pass Resolution 030518-01 Adoption of FY2018-19 Budget. Second by Weber, passed 4-0.

Rodgers moved to table Resolution 030518-02 and 030518-03 until documents are received from City Attorney. Second by Redlinger, passed 4-0.

Schneider moved to pass Resolution 030518-04 Setting the date for the Public Hearing on March 19, 2018 during the Council meeting, which begins at 6:30 pm to discuss a tax rebate agreement with Terry Stumpf. Second by Weber, passed 4-0.

MMS Consultants Scott Pottorff and Ben Mitchell updated Council on Galileo Drive, Downtown Streetscape, and Hwy 22 Capital Projects.

Weber moved to increase the parking north of Galileo from 24 to 48 spaces. Second by Schneider, passed 4-0.

The Northern Heights development agreement with APEX Construction was reviewed by Council.

Rodgers moved for the City to Provide 75% of infrastructure costs, and purchase 2.7 acres of land for retention basin. APEX will design and build basin, and purchase (3) lots on Cherry Lane at \$34,000 each. Second by Weber, passed 4-0.

Council discussed Development agreement with A & S Holdings.

Redlinger moved to provide tax abatement of 100% for 7 years, then 90%, 70%, and 50% for last three years. Second by Weber, passed 4-0.

Washington Y had questions on their Camp Highland Grant. They will be asked to attend March 19<sup>th</sup> Council Meeting.

Redlinger moved to accept the low bid for a new Simplicity Cobalt #5901594 in the amount of \$7,950.00 from Schnoebelen Inc. Second by Schneider, passed 4-0.

Paul Gruefe is working on the HR audit proposal for the Council.

Weber moved to pass Resolution 030518-05 Approve Contract with Washington County for Law Enforcement FY 18-19 in the amount of \$52,581.00. Second by Rodgers, passed 4-0.

Weber moved to pass Resolution 030518-06 Approve Contract with Washington County Public Safety Communications commission for FY 18-19 in the amount of \$39726.00. Second by Redlinger, passed 4-0.

Rodgers moved to approve the sale of the RVFD 1983 Brush Truck to Des Moines Township Fire and Rescue for \$5000. Second by Weber, passed 4-0.

Schneider moved to pass Resolution 030518-07 Approving the Purchase of Property located at 40 E 2<sup>nd</sup> Street, Riverside, Iowa for \$115,000. Second by Weber, passed 4-0.

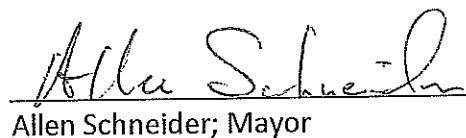
Redlinger moved to adjourn at 9:41 pm. Second by Weber, passed 4-0.

Full content of Council Meetings can be viewed on the City web site;  
[www.cityofriversideiowa.com](http://www.cityofriversideiowa.com)

Council Meeting – Monday, March 19, 2018 at 6:30 pm

ATTEST:

  
Becky LaRoche; City Clerk

  
Allen Schneider; Mayor

EXPENDITURES 3-19-18					
COUNCIL MEETING					
		UNPAID BILLS			
1	BARCO	STREET SIGNS	110-5-210-6415	\$ 374.82	
2	BIG IRIN WELDING	SKID LOADER REPAIR	001-5-210-6507	\$ 326.50	
3	FISHER INSURANCE	FY 18/19 COVERSGE	001-5-650-6400	\$ 51,367.00	
4	FISHER INSURANCE	RENTAL PROPERTY INS	001-5-650-6400	\$ 549.00	\$ 51,916.00
5	HARN	R/O CLEANING	600-5-810-6374	\$ 19,594.07	
6	IA FIREFIGHTERS ASSOC.	28 MEMBERSHIP	001-5-150-6345	\$ 364.00	
7	IOWA STATE U	FIRE TRAINING	001-5-150-6354	\$ 100.00	
8	IOWA TOWNSHIP	CEMETERY	001-5-450-6499	\$ 5,500.00	
9	I-TECH	MAR SERVICE	001-5-650-6497	\$ 205.00	
10	JOHNSON COUNTY REFUSE	MARCH	670-5-840-6499	\$ 1,874.25	
11	JOHNSON COUNTY REFUSE	500 TICKETS	670-5-840-6372	\$ 600.00	\$ 2,474.25
12	KALONA AUTO	SHOP	001-5-210-6372	\$ 367.07	
13	KALONA AUTO	RVFD	001-5-150-6352	\$ 31.26	\$ 127.36
14	MIDWEST FRAME	RVFD	001-5-150-6352	\$ 96.10	
15	MMS CONSULTANTS	STREETSCAPE	301-5-750-6785	\$ 23,920.00	
16	MMS CONSULTANTS	TAP APPLICATION	600-5-810-6407	\$ 1,499.50	
17	MMS CONSULTANTS	W-61	301-5-750-6792	\$ 121.75	
18	MMS CONSULTANTS	HWY 22	301-5-750-6785	\$ 4,985.25	
19	MMS CONSULTANTS	AKERS-SWEETING REVIEW	600-5-810-6407	\$ 731.20	
20	MMS CONSULTANTS	GALILEO DRIVE	301-5-750-6793	\$ 6,370.75	\$ 37,628.45
21	OFFICE EXPRESS	SUPPLY	001-5-650-6506	\$ 46.66	
22	REC	SIGN	001-5-520-6510	\$ 85.91	
23	REC	SEWER	610-5-815-6371	\$ 3,819.20	
24	REC	SHOP	001-5-210-6371	\$ 55.18	
25	REC	WATER PLANT	600-5-810-6371	\$ 3,998.90	
26	REC	CASINO LIFT	610-5-815-6371	\$ 246.80	
27	REC	TRAFIC LIGHT	001-5-230-6371	\$ 141.87	\$ 8,347.86
28	RON'S AUTO BODY	BATTERIES '06 TRUCK	001-5-210-6331	\$ 309.90	
29	RTM	RFVD FUEL	001-5-150-6350	\$ 192.02	
30	SCHNOEBELEN INC.	SIMPLICITY COBALT	001-5-430-6504	\$ 7,950.00	
31	SCHNOEBELEN INC.	REPAIRS	001-5-210-6504	\$ 340.56	\$ 8,290.56
32	STANDARD PEST CONTROL	JAN. SERVICE	001-5-650-6310	\$ 55.00	
33	STUTSMAN INC	SNOW REMOVAL	110-5-210-6335	\$ 87.79	
34	THE NEWS	PUBLICATIONS	001-5-650-6402	\$ 237.94	
35	VISA	REALTOR MEETING	001-5-650-6240	\$ 69.48	\$ 307.42
36	VISA	CODE BOOKS	001-5-650-6506	\$ 185.39	
37	WARREN McKENNA	SOLAR ASSESSMENT	001-5-650-6499	\$ 720.00	
38	WASH. CO. RECORDER	DEED-TRANSFER TAX/SOJKA	145-5-650-6427	\$ 200.20	
39	WASH. CO. RECORDER	FEB FEES	001-5-650-6401	\$ 12.00	\$ 212.20
40	WASH. CO. TREASURER	CHERRY LANE-FINAL TAX	301-5-750-6772	\$ 102.00	
41	WINDSTREAM	SHOP	001-5-210-6373	\$ 148.68	
42	WINDSTREAM	SIGN	001-5-520-6510	\$ 61.96	
43	WINDSTREAM	WATER PLANT	600-5-810-6373	\$ 153.89	\$ 364.53
44	YOTTY	SHOP	001-5-210-6372	\$ 49.47	
45				\$ 138,248.32	
46	IOWA DEPT OF REVENUE	IOWA WITHHOLDINGS - 2018 FEB		\$ 380.00	
47	IOWA DEPT OF REVENUE	IOWA SALES TAX - 2018 FEB		\$ 2,172.00	
48	IPERS	CONTRIBUTIONS - 2018 FEB		\$ 2,173.80	
49	IRS	941 TAX DEPOSIT - 2018 FEB		\$ 2,224.39	
50	PAYROLL	PAYCHECKS - 2018 FEB		\$ 8,442.66	
51	DIANE POCH	2 WKS CONTRACT LABOR	001-5-650-6499	\$ 549.00	
52		TOTAL EXPENDITURES		\$ 153,690.64	
53	MTD TREASURERS REPORT	2/28/2018	REVENUES	EXPENSES	
54	GENERAL FUND		\$ 13,969.28	\$ 32,696.90	
55	ROAD USE TAX FUND		\$ 13,960.08	\$ -	
56	LOCAL OPTION SALES TAX		\$ -	\$ -	
57	CASINO REVENUE RUND		\$ 47,933.38	\$ 120,040.00	
58	DEBT SERVICE		\$ -	\$ -	
59	CAPITAL PROJECTS FUND		\$ -	\$ 47,336.15	
60	WATER FUND		\$ 27,156.09	\$ 20,578.68	
61	SEWER FUND		\$ 24,695.92	\$ 18,179.13	
62	GARBAGE/LANDFILL FUND		\$ 1,862.07	\$ 1,874.25	
63	STORM WATER FUND		\$ 1,517.61	\$ -	
64	TOTAL		\$ 131,094.43	\$ 240,705.11	

CITY OF RIVERSIDE  
 MTD TREASURERS REPORT  
 AS OF: FEBRUARY 28TH, 2018

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
601-GENERAL FUND	2,416,786.29	13,969.28	32,696.90	2,398,058.67	8.33	208.41	2,398,258.7
110-ROAD USE TAX	437,165.43	13,960.08	0.00	451,125.51	0.00	0.00	451,125.5
121-LOCAL OPTION SALES TAX	297,155.87	0.00	0.00	297,155.87	0.00	0.00	297,155.8
125-TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.0
145-CASINO REVENUE FUND	1,355,127.02	47,933.38	120,040.00	1,283,020.40	0.00	0.00	1,283,020.4
200-DEBT SERVICE	( 10,900.00)	0.00	0.00	( 10,900.00)	0.00	0.00	( 10,900.0
301-CAPITAL PROJECTS	( 916,825.57)	0.00	47,336.15	( 964,161.72)	0.00	0.00	( 964,161.7
600-WATER FUND	773,125.35	27,156.09	20,578.68	779,702.76	0.00	( 126.11)	779,576.6
610-SEWER FUND	290,585.34	24,695.92	18,179.13	297,102.13	0.00	( 126.11)	296,976.0
670-LANDFILL/GARBAGE	8,651.61	1,862.07	1,874.25	8,639.43	0.00	0.00	8,639.4
680-STORM WATER	27,835.30	1,517.61	0.00	29,352.91	0.00	0.00	29,352.9
GRAND TOTAL	4,678,706.64	131,094.43	240,705.11	4,569,095.96	8.33	43.81)	4,569,043.8

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

# Council Packet

3/16/2018

3-15-2018 11:43 AM

CITY OF RIVERSIDE  
 POOLED CASH REPORT (FUND 999)  
 AS OF: FEBRUARY 28TH, 2018

PAGE: 1

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
001-1110	CHECKING	ACCT-GENERAL FUND	2,416,786.29 (	18,527.54)	2,398,258.75
110-1110	CHECKING	ACCT-ROAD USE TAX	437,165.43	13,960.08	451,125.51
121-1110	CHECKING	ACCT-LOST	297,155.87	0.00	297,155.87
125-1110	CHECKING	ACCT-TIF	0.00	0.00	0.00
145-1110	CHECKING	ACCT-CASINO REVENUE	1,355,127.02 (	72,106.62)	1,283,020.40
200-1110	CHECKING	ACCT-DEBT SERVICE	( 10,900.00)	0.00 (	10,900.00)
301-1110	CHECKING	ACCT-CAP PROJECTS	( 916,825.57) (	47,336.15) (	964,161.72)
600-1110	CHECKING	ACCT-WATER	773,125.35	6,451.30	779,576.65
610-1110	CHECKING	ACCT-SEWER	290,585.34	6,390.68	296,976.02
670-1110	CHECKING	ACCT-GARBAGE	8,651.61 (	12.18)	8,639.43
680-1110	CHECKING	ACCT-STORM WATER	27,835.30	1,517.61	29,352.91
TOTAL CLAIM ON CASH			4,678,706.64 (	109,662.82)	4,569,043.82

CASH IN BANK - POOLED CASH

999-1110	CASH IN BANK	1,279,477.85 (	112,707.75)	1,166,770.10	
999-1112	PEOPLES BANK MONEY MARKET	2,099,822.09	1,369.20	2,101,191.29	
999-1114	HILLS BANK	731,466.56	0.00	731,466.56	
999-1115	CB FUND	15,385.00	0.00	15,385.00	
999-1116	COMMUNITY BUILDING CD #18936	281,196.18	0.00	281,196.18	
999-1117	COMMUNITY BUILDING CD#18975	271,358.96	1,675.73	273,034.69	
SUBTOTAL CASH IN BANK - POOLED CASH			4,678,706.64 (	109,662.82)	4,569,043.82

WAGES PAYABLE

999-2010	WAGES PAYABLE	0.00	0.00	0.00	
SUBTOTAL WAGES PAYABLE			0.00	0.00	
TOTAL CASH IN BANK - POOLED CASH			4,678,706.64 (	109,662.82)	4,569,043.82

DUE TO OTHER FUNDS - POOLED CASH

999-2100	DUE TO OTHER FUNDS	4,678,706.64 (	109,662.82)	4,569,043.82	
TOTAL DUE TO OTHER FUNDS			4,678,706.64 (	109,662.82)	4,569,043.82

Council Packet

3/16/2018

3-15-2018 11:43 AM

CITY OF RIVERSIDE  
 POOLED CASH REPORT (FUND 999)  
 AS OF: FEBRUARY 28TH, 2018

PAGE: 2

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>DUE TO POOLED CASH</u>				
001-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
110-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
121-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
125-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
145-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
200-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
301-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
600-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
610-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
670-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
680-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
TOTAL DUE TO POOLED CASH		0.00	0.00	0.00

<u>DUE FROM OTHER FUNDS</u>				
999-1330	DUE FROM OTHER FUNDS	0.00	0.00	0.00
TOTAL DUE FROM OTHER FUNDS		0.00	0.00	0.00

<u>ACCOUNTS PAYABLE - POOLED CASH</u>				
999-2020	ACCOUNTS PAYABLE CONTROL	0.00	0.00	0.00
TOTAL ACCOUNTS PAYABLE POOLED CASH		0.00	0.00	0.00

\*\*\* PROOF CASH BALANCES \*\*\*

(A)		(B)		(C)	
CLAIM ON CASH	4,569,043.82	CLAIM ON CASH	4,569,043.82	CASH IN BANK	4,569,043.82
CASH IN BANK	4,569,043.82	DUE TO OTHER FUNDS	4,569,043.82	DUE TO OTHER FUNDS	4,569,043.82
DIFFERENCE	0.00		0.00		0.00

\*\*\* PROOF ACCOUNTS PAYABLE BALANCES \*\*\*

(D)		(E)		(F)	
AP PENDING	0.00	AP PENDING	0.00	DUE FROM OTHER FUNDS	0.00
DUE FROM OTHER FUNDS	0.00	ACCOUNTS PAYABLE	0.00	ACCOUNTS PAYABLE	0.00
DIFFERENCE	0.00		0.00		0.00

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

**RIVERSIDE FIRE  
DEPARTMENT**  

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**FIRE / RESCUE / EMS / HAZMAT**



## February 2018 Update

### **Calls for Service:**

Medicals - 14  
Structure Fire – 2  
Vehicle fires – 1  
Car accidents - 3  
Total calls – 20 calls for Feb.

### **Training:**

Members had monthly training at the Riverside Casino, we toured the entire facility with the head of maintenance for the casino. This was to pre plan the building for any type of call we may respond to there. We also reviewed the different types of fire suppression systems and alarm systems they have and use. We went over elevator operations and how to perform an elevator rescue.

### **RESA**

The pancake breakfast is on Sunday March 25<sup>th</sup>, the planning for this event is in full swing and members are finalizing donations and getting supplies ordered and bought.

### **Other News**

We had our yearly meeting with the council and township trustee's at city hall. The annual report was presented and we also worked on budget issues. The members serviced all of the vehicles on February 18<sup>th</sup> this took them about 8 hours to accomplish. They also started on some spring cleaning of the station. The new members have started and are getting gear, pagers and going over department expectations. These new members are excited to serve and we're excited to have them. The department received a bid for the 1983 grass truck for \$5,000 and we feel that it is a fair price for the vehicle that cost \$33,000 in 1983. We hope that this bid is approved for sale to the department that bid on it so we can move forward with replacing that truck with something more reliable and safe.



**Becky LaRoche**

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**To:** becky@cityofriversideiowa.com  
**Subject:** FW: HR Audit

**From:** [Paul Greufe](#)  
**Sent:** Tuesday, March 6, 2018 7:33 PM  
**To:** [mayor@cityofriversideiowa.com](mailto:mayor@cityofriversideiowa.com)  
**Subject:** HR Audit

Allen,

I understand that since the day we started this audit - many people have come and gone - so I wanted you to understand the project from my perspective. My primary point of contact was your former city clerk.

1. The city hired me to do an audit for years 2006-2011.
2. I was provided boxes and boxes of unorganized documents (thousands of pages) that were reviewed and organized.
3. I created a summary to be presented to the Council - but due to the busy night the council had, I was unable to present my findings that evening.
4. After this meeting, the clerk advised me that the council wanted to extend the scope of the audit to include additional years.
5. I requested the additional documentation from the city clerk, and received a box of new material. (This is the work that was done most recently.) I requested additional information from the clerk, but have not received everything to date. I stopped working on the project, not knowing if the City wanted to continue.

This generic overview brings us to today...Please note that I never recommended a hourly fee for this work - as I prefer to do a set fee per project. That way there are no questions as to what is being done and no surprises for either party.

My primary goal is to get this damn project completed. I have boxes of City of Riverside documentation in my home and my wife wants it gone! I believe, depending on the additional documentation that I need from the City, I have approximately 40-50 hours of work left.

I still prefer to quote a set fee for the remainder of the work - but can do an hourly rate if that is requested. Given the amount of money you have already paid me, I'm open to negotiate an agreement that the City and I can live with.

1. My assumption is that I will continue the project by adding years to the scope of the project. My belief is that the document I prepared for the Council previously is acceptable in scope and detail - and that all they are looking for are additional years to be reviewed and added to the report.

If that is correct, would the Council consider the following?:

2. Pay the past due amount immediately.
3. Pay a monthly set invoice of \$1,500 for April and May.
4. Set a date in May for me to present my final document.
5. By the end of March the City shall provide all the missing documents. That gives me April and part of May to finalize the project. We can set a date for the agenda item immediately so we are all aware of the deadline.

Let me know what you think,

Paul

**RESOLUTION #031918-01**

**RESOLUTION TO LEASE PROPERTY LOCATED AT 81 E 1<sup>ST</sup> STREET, KNOWN AS THE RIVERSIDE COMMUNITY BUILDING TO JOHN SOJKA**

**WHEREAS**, the City of Riverside, Iowa, on November 6<sup>th</sup>, 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 1<sup>st</sup> 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 leasing of this building to John Sojka for the cost of utilities, until which time the sale of building can be completed.

**IT WAS MOVED BY** Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, that the foregoing resolution be adopted.

**ROLL CALL VOTE:** Schneider, Sexton, Redlinger, Weber, Rodgers

Ayes:

Nays:

Absent: Sexton

Passed and Approved by the City Council of Riverside, Iowa and approved this 19th day of March, 2018.

Signed: \_\_\_\_\_  
Allen Schneider, Mayor

Attest : \_\_\_\_\_  
Becky LaRoche, City Clerk

AMENDED AND RESTATED LEASE AGREEMENT

THIS AGREEMENT is made by and between the City of Riverside, Iowa, a municipal corporation, hereinafter referred to as "City," and John and \_\_\_\_\_ Sojka, husband and wife, hereinafter referred to as "Tenant."

1. PREMISES AND TERM. The City, in consideration of the rents herein reserved and the agreement and conditions herein contained, on the part of the Tenant, leases to the Tenant and Tenant hereby rents and leases from the City the building, known as the "Riverside Community Building," located at \_\_\_\_\_ (address) in Riverside, Iowa.

This Lease shall commence on March \_\_\_\_\_, 2018, and will run on a month-to-month basis until a contemplated sale is completed between the City and Tenant or as otherwise adjudicated by an Iowa court.

2. RENTAL. Tenant agrees to pay the City as rent for the above-referenced term as follows:

(\$ \_\_\_\_\_ per month).

3. SECURITY DEPOSIT. There shall be no security deposit required as a part of this Lease.

4. POSSESSION. Tenant shall be entitled to possession on the first day of the term of the Lease, and shall yield possession to the City at the time and date of the close of this Lease term, except as herein otherwise expressly provided. Should City be unable to give possession on said date, Tenant's only damages shall be actual damages incurred by Tenant due solely to the delay in possession.

It is understood and agreed that the City has asserted ownership of the above-referenced property, but that a quiet title action will be necessary to ultimately determine the City's ownership rights. In the event that the title to the above-described property is quieted in the City of Riverside, the parties will agree to move forward with a sale of the property to the Tenant in accordance with the terms and conditions of a purchase agreement executed by the parties. If the City is unsuccessful in establishing ownership, the City and the Tenant will abide by the court decision. The Tenant understands and agrees that no cause of action will be asserted against the City based on the City's ownership or possession of the property described herein and the Tenant agrees not to seek any damages from the City as a result of the City's failure to quiet and acquire title in the above-described property.

5. USE OF THE PREMISES. Tenant covenants and agrees during the term of this Lease to use and occupy the Leased Premises only for the purposes permitted in the commercial zoning district or as otherwise approved by the City of Riverside.

6. RIGHT OF REVERSION. Upon the termination of this Lease, all improvements constructed on the Leased Premises shall revert to City, and Tenant shall, thereafter, have no interest therein. The Tenant shall not seek or be entitled to any reimbursement for the improvements the Tenant made to or constructed on the Leased Premises.

7. MAINTENANCE OF CONDITION OF PREMISES. The Leased Premises shall be reasonably maintained by Tenant throughout the term of this Lease, and no waste shall be committed thereon.

8. UTILITIES. All utilities will be paid by Tenant. Utilities include water, sewer, electricity and gas costs, including expenses for heating, cooling and lighting the premises.

9. MECHANIC'S LIENS. Tenant shall ensure that no mechanic's liens are filed against the above-described property during the term of this Lease.

10. SURRENDER OF PREMISES AT END OF TERM. Tenant agrees that upon the termination of this Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

11. ASSIGNMENT. Tenant may not assign or sublease any portion of the rights or interest granted under this Lease without the express written permission of the Riverside City Council. Any such assignment shall not relieve the liability of Tenant. Any such assignment shall pass to the assignee all responsibilities of Tenant set forth herein. In the event of such an assignment, the assignee must be required to utilize the above-described real estate for the purposes intended herein. Furthermore, any such assignment must be approved by City, which approval shall not be unreasonably denied or withheld.

12. GOVERNMENTAL LAWS, RULES AND REGULATIONS. Tenant covenants and agrees to comply with all applicable laws, ordinances, rules and regulations of the city, county, state and other governmental authorities regarding the leased premises. Tenant shall hold City harmless therefrom.

13. INSURANCE.

a) City agrees to have in force on the date of occupancy, and to keep in force thereafter for the term of this Lease, fire and extended coverage insurance on the entire premises.

b) Tenant shall maintain general liability insurance naming the City as an additional insured, in an amount not less than \$ \_\_\_\_\_ . Tenant also shall be responsible for insuring its personal property on the premises.

c) City and Tenant each hereby waive any and all rights of recovery against the other arising from any loss occurring to or at the premises which is covered or required to be covered by insurance pursuant to the provisions of this Lease. All insurance policies required to

be maintained under the provisions of this Lease shall contain an endorsement, to the extent that such endorsements are available, pursuant to which the insurance carrier waives all rights of subrogation.

14. FIRE AND CASUALTY—DAMAGE OR DESTRUCTION OF PREMISES. In the event of damage to or destruction of the Leased Premises, this Lease shall not terminate, and each party agrees to take all reasonable steps to continue operations, and to rebuild the Facility.

15. SIGNS. Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises.

16. INDEMNIFICATION. Tenant agrees to indemnify, protect and hold harmless City from any and all costs, loss, damage, liability, expense, and penalties arising from bodily injury or damage to property that may arise or be claimed against City or the Leased Premises by any person or entity for injuries to the person or property or damage of whatever kind or character arising from any neglect or fault of Tenant in the use or occupancy of the leased premises; provided that City will give to Tenant prompt notice, in writing, of any claims communicated to or made against City. If any suit shall be brought against City relating to any matter described in this Lease, such written notice shall be given to Tenant. Tenant agrees to defend any such suit or claim and to pay whatever judgments may be recovered against City, provided that City shall furnish Tenant, on a prompt basis, all notices of any such suit served upon City. City agrees to cooperate with Tenant in the defense thereof.

17. INSPECTIONS. The City upon reasonable notice to Tenant has the right to inspect the Leased Premises at reasonable times for the purpose of insuring that provisions of this Lease are performed by the Tenant. The right of inspection of the Leased Premises shall not be construed to reserve any right to the City for administrative management of the Leased premises during the term of the Lease. Any inspection must respect the privacy rights of the residents, if any.

18. GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

19. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

20. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

21. AMERICAN DISABILITIES ACT COMPLIANCE. Tenant shall be responsible for compliance with the American Disabilities Act (42 U.S.C. §12101, and following). The cost of such compliance shall be paid by Tenant.

22. CONSTRUCTION. Words and phrases herein, including acknowledgment, hereof shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

CITY OF RIVERSIDE, IOWA

By: \_\_\_\_\_  
Allen Schneider, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

TENANT

By: \_\_\_\_\_  
John M. Sojka

By: \_\_\_\_\_

STATE OF IOWA )  
) ss:  
WASHINGTON COUNTY )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Schneider and \_\_\_\_\_, 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 \_\_\_\_\_ 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

STATE OF IOWA            )  
                                  ) ss:  
WASHINGTON COUNTY )

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by  
John M. Sojka and \_\_\_\_\_, husband and wife.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

DRAFT

**RESOLUTION #031918-02**

**RESOLUTION TO SET THE DATE FOR PUBLIC HEARING  
FOR PROPERTY TAX REBATE AGREEMENT WITH A&S  
HOLDINGS**

**WHEREAS**, the City Council of Riverside, Iowa, will hold a public hearing on April\_\_\_\_, 2018 during the City Council Meeting beginning at 6:30 pm, to discuss a property tax rebate agreement with A&S Holdings for new construction of 27 rental unit complex on Walnut Ave, Riverside.

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

**IT WAS MOVED BY** Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_ that the foregoing resolution be adopted.

**ROLL CALL VOTE:** Schneider, Sexton, Rodgers, Weber, Redlinger

Ayes:

Nays:

Absent: Sexton

**Passed and Approved** by the City Council of Riverside, Iowa and approved this 19<sup>th</sup> day of March, 2018.

Signed: \_\_\_\_\_  
Allen Schneider, Mayor

Attest: \_\_\_\_\_  
Becky LaRoche, City Clerk



NOTICE OF PUBLIC HEARING ON  
PROPOSED PROPERTY TAX REBATE  
AGREEMENT WITH A&S HOLDINGS FOR  
THE CITY OF RIVERSIDE, IOWA.

To all taxpayers of the City of Riverside, Iowa,  
and to other interested persons:

Public notice is hereby given that the City Council of the City of Riverside, Iowa, will conduct a public hearing on proposed property tax rebate with A&S Holdings in said City on the \_\_\_\_ day of April, 2018 during the City Council Meeting beginning at 6:30 pm. Meeting to be held in the Riverside City Hall Council Chambers.

Estimated costs of Tax Rebate Agreement are now on file in the office of the City Clerk in Riverside, Iowa, and may be inspected by any interested persons.

Any interested persons may appear at said meeting of the City Council for the purpose of making objections to and comments concerning said plans, specifications, contract or the cost of making said improvement.

Published upon order of the City Council of the City of Riverside, Iowa and as provided by law.

Becky LaRoche, Riverside City Clerk

**Becky LaRoche**

---

**From:** Mayor <mayor@cityofriverviewiowa.com>  
**Sent:** Thursday, March 08, 2018 7:32 AM  
**To:** Becky LaRoche  
**Subject:** Fwd: The Northern Heights Subdivision

Fyi

Begin forwarded message:

**From:** Jeff Edberg <[Jeff@icrealestate.com](mailto:Jeff@icrealestate.com)>  
**Date:** March 7, 2018 at 3:17:05 PM CST  
**To:** Mayor <[mayor@cityofriverviewiowa.com](mailto:mayor@cityofriverviewiowa.com)>  
**Subject:** RE: The Northern Heights Subdivision

Allen,

Thanks for all the work on this. I spoke to Steve and Harvey at Apex and they would be willing to move ahead if they pay 20% of the subdivision cost assuming we're using the linear footage of 661, and they will buy 3 lots at \$32,000 each providing they can build spec houses and pay for the lots when the ultimate buyer closes on the lot with not interest on them. If this is ok, we should get a development agreement together with your comments and mine together with these modifications. Call anytime if you want to talk about these. Thanks.

**Jeff**

**Jeff Edberg, CCIM, SIOR**

Broker Associate

**Lepic-Kroeger, Realtors**

☎: (319) 331-6187 – cell

☎: (319) 351-8035 - fax

☎: (319) 351-8811 - office

✉: [jeff@icrealestate.com](mailto:jeff@icrealestate.com)

✉: [www.icrealestate.com](http://www.icrealestate.com)

licensed to sell real estate in Iowa

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**From:** Mayor <[mayor@cityofriversideiowa.com](mailto:mayor@cityofriversideiowa.com)>  
**Sent:** Tuesday, March 6, 2018 9:36 AM  
**To:** Jeff Edberg <[Jeff@icrealestate.com](mailto:Jeff@icrealestate.com)>  
**Subject:** Re: The Northern Heights Subdivision

Yes, we can meet this week if you'd like. We discussed last night and here's what the City Council is proposing:

They thought 17% participation was too low. They're proposing 25%.  
They would expect a minimum of 3 City lots to be purchased at a cost of \$34,000 each.  
The City would negotiate and purchase the retention basin property, but would expect the development group to design and build out the area as part of their project.

Let me know when you'd like to get together.

On Mar 5, 2018, at 6:01 PM, Jeff Edberg <[Jeff@icrealestate.com](mailto:Jeff@icrealestate.com)> wrote:

Allen,

Do you want to get together to move this along, or do you have enough to go on. Just let me know where you and the City are with this and we can make a subdivision happen! Thanks for your help.

**Jeff**

**Jeff Edberg, CCIM, SIOR**  
Broker Associate  
**Lepic-Kroeger, Realtors**  
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**From:** Mayor <[mayor@cityofrivsideiowa.com](mailto:mayor@cityofrivsideiowa.com)>  
**Date:** Wednesday, February 21, 2018 at 4:42 PM  
**To:** Jeff Edberg <[Jeff@icrealestate.com](mailto:Jeff@icrealestate.com)>  
**Cc:** Steve Schmidt <[steve@apexconstructionco.com](mailto:steve@apexconstructionco.com)>, Carmen Krueger <[Carmen@icrealestate.com](mailto:Carmen@icrealestate.com)>  
**Subject:** Re: The Northern Heights Subdivision

I like it. Thanks for all your work on this. I'll let you know how the discussion on TIF goes tomorrow.

On Feb 21, 2018, at 3:58 PM, Jeff Edberg <[Jeff@icrealestate.com](mailto:Jeff@icrealestate.com)> wrote:

Allen,

We are ready to craft a developer agreement along the lines we have talked about and that I have listed below:

1. The Cherry Street development cost a total of \$630 per foot including all costs in 2015. That equals a price of \$661 in 2017 dollars, so that's the cost number we are starting with.
2. The City will cost share the improvements on the Northern Heights subdivision with Apex. Apex will pay 17% of the cost and the City will pay 83% of the cost, or \$550.00 per linear foot of road.
3. The City will pave Tupelo and bring sewer and utilities to the edge of the Northern Heights along the alignment of Galileo. The City will also purchase about 2.7 acres of the subject land from John Roetlin and will take control of the detention / retention basin.
4. Apex will be the developer and will annex and zone the land with the aid of the City, but Apex will take the lead.
5. Apex will work with HBK engineers and develop an overall concept for the subdivision and will start construction on phase I of the subdivision. It is anticipated that phase I will contain 14 lots and will have around 700 linear feet of road.
6. The City will reimburse Apex monthly for the % of the subdivision that has been completed which will be confirmed by MMS engineers.
7. Apex may move on to start the development of the next phase of lots as soon as 75% of the homes in the current phase are finished and have a certificate of occupancy.
8. This arrangement will continue until 2023 unless extended by mutual agreement.

Also, Apex is interested in purchasing lots on Cherry Lane. They would purchase them at \$31,000 each and the City would subordinate the lot to the construction loan. Apex would pay for them upon the closing of the home built on the lot without interest.

**Jeff**

**Jeff Edberg, CCIM, SIOR**

Broker Associate

**Lepic-Kroeger, Realtors**

☎: (319) 331-6187 – cell

☎: (319) 351-8035 - fax

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<Plat.pdf>



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**AGREEMENT FOR UTILITY RELOCATION**

This agreement for utility relocation ("Agreement") is made between the CITY of Riverside, Iowa (the "CITY") and Interstate Power and Light Company ("IPL");

**WHEREAS**, CITY grants IPL the right and franchise to construct, reconstruct, repair, maintain and operate in the CITY and its right-of-ways plants, systems, poles, lines, wires, conduits and other appliances for the transmission and distribution of electric light heat and power pursuant to the terms and conditions set forth therein; and

**WHEREAS**, CITY has requested (a) the installation of certain underground distribution electric lines on Pioneer Street and (b) removal of existing wood poles (the "Project"), as more specifically set forth in Exhibit A hereby incorporated by reference; and

**WHEREAS**, the Project will be completed by IPL and in coordination with CITY and CITY's contractors; and

**WHEREAS**, the above referenced Project is within the CITY R.O.W. and anticipated to be completed within calendar year 2018, unless the parties agree to otherwise in writing.

**NOW, THEREFORE**, IN CONSIDERATION OF VALUABLE CONSIDERATION RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IPL AND CITY AGREE AS FOLLOWS:

- 1. IPL shall install on Pioneer Street (Exhibit A) secondary wire, underground distribution electric and wreck out and dispose of existing poles pursuant to the requirements set forth in Exhibit B.**
2. This agreement is conditioned upon the receipt of all necessary permits and easements by IPL as required to accomplish the Project in a form acceptable to IPL and without conditions that would create undue any additional burden or expense upon IPL or its customers. For permits, easements, approvals or consents to be supplied by the CITY, CITY agrees to bear all costs and expense associated therewith. Furthermore, for permits necessary from the CITY, CITY shall not unreasonably withhold issuance of such permits.
3. CITY agrees to pay IPL the sum specified in Exhibit B to cover the estimated costs and expenses as shown therein. CITY acknowledges that Exhibit B references an estimated cost of the Project and agrees to bear the actual cost of the Project. IPL agrees to keep CITY apprised of any potential overages between the amount estimated and the actual costs.

Upon completion of the Project a final cost figure for the Project shall be made. If the final cost figure is less than the amount included in Exhibit B, IPL shall reimburse CITY for the difference between the final cost figure and the cost estimate included in Exhibit B. If the final cost figure is more than the amount included in Exhibit B, IPL shall invoice CITY for the difference between the final cost figure and the amount included in Exhibit B and CITY shall make payment within thirty (30) days.

This agreement is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**INTERSTATE POWER AND LIGHT COMPANY**

By: \_\_\_\_\_

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

**CITY OF RIVERSIDE**

\_\_\_\_\_  
CITY MANAGER

Attest:

\_\_\_\_\_  
CITY CLERK

EXHIBIT B  
Project Specifications

**PROJECT SCOPE**

**IPL (its employees, agents and/or contractors) to install/remove the following along Pioneer Street for a road project:**

- Install new electrical equipment including poles, directionally bored cables, transformers in easements where available, and upon R.O.W. along Pioneer Street.
- Wreck out and dispose of the old poles after other utilities have relocated.

**ESTIMATED COSTS**

Underground

Materials	\$13,202
Labor	\$16,913
Equipment	\$ 8,088
Direction bore & duct	<u>\$11,931</u>
Total	\$50,134

Underground

Materials	\$ 7,128
Labor	\$ 6,765
Equipment	<u>\$ 2,388</u>
Total	\$16,281

Cost Difference                      \$33,853



**RESOLUTION #031918-03**

**RESOLUTION TO SET THE DATE FOR PUBLIC HEARING  
FOR PLAN SPECS, FORM OF CONTRACT AND ESTIMATED  
COSTS FOR GALILEO DRIVE**

**WHEREAS**, the City Council of Riverside, Iowa, will hold a public hearing on April 2<sup>nd</sup>, 2018 during the City Council Meeting beginning at 6:30 pm, to accept the plan specifications, form of contract and estimated costs for Galileo Drive street construction project.

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

**IT WAS MOVED BY** Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_ that the foregoing resolution be adopted.

**ROLL CALL VOTE:** Schneider, Sexton, Rodgers, Weber, Redlinger

Ayes:

Nays:

Absent:

**Passed and Approved** by the City Council of Riverside, Iowa and approved this 19th day of March, 2018.

Signed: \_\_\_\_\_  
Allen Schneider, Mayor

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

Attest: \_\_\_\_\_  
Becky LaRoche, City Clerk

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

NOTICE OF PUBLIC HEARING ON  
PROPOSED PLANS, SPECIFICATIONS,  
FORM OF CONTRACT AND ESTIMATED  
COST FOR CONSTRUCTION FOR THE  
GALILEO DRIVE STREET PROJECT FOR  
THE CITY OF RIVERSIDE, IOWA.

To all taxpayers of the City of Riverside, Iowa,  
and to other interested persons:

Public notice is hereby given that the City Council of the City of Riverside, Iowa, will conduct a public hearing on plans, specifications, form of contract and estimated cost for the construction of the Galileo Drive Street Project in said City on the 2<sup>nd</sup> day of April, 2018 during the City Council Meeting beginning at 6:30 pm. Meeting to be held in the Riverside City Hall Council Chambers.

Said plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk in Riverside, Iowa, and may be inspected by any interested persons.

Any interested persons may appear at said meeting of the City Council for the purpose of making objections to and comments concerning said plans, specifications, contract or the cost of making said improvement.

Published upon order of the City Council of the City of Riverside, Iowa and as provided by law.

Becky LaRoche, Riverside City Clerk



Date: March 8, 2018

To: Riverside Council

From: Bill Stuke, Operator

O & M Report: February 2018

### **Water Operation & Maintenance**

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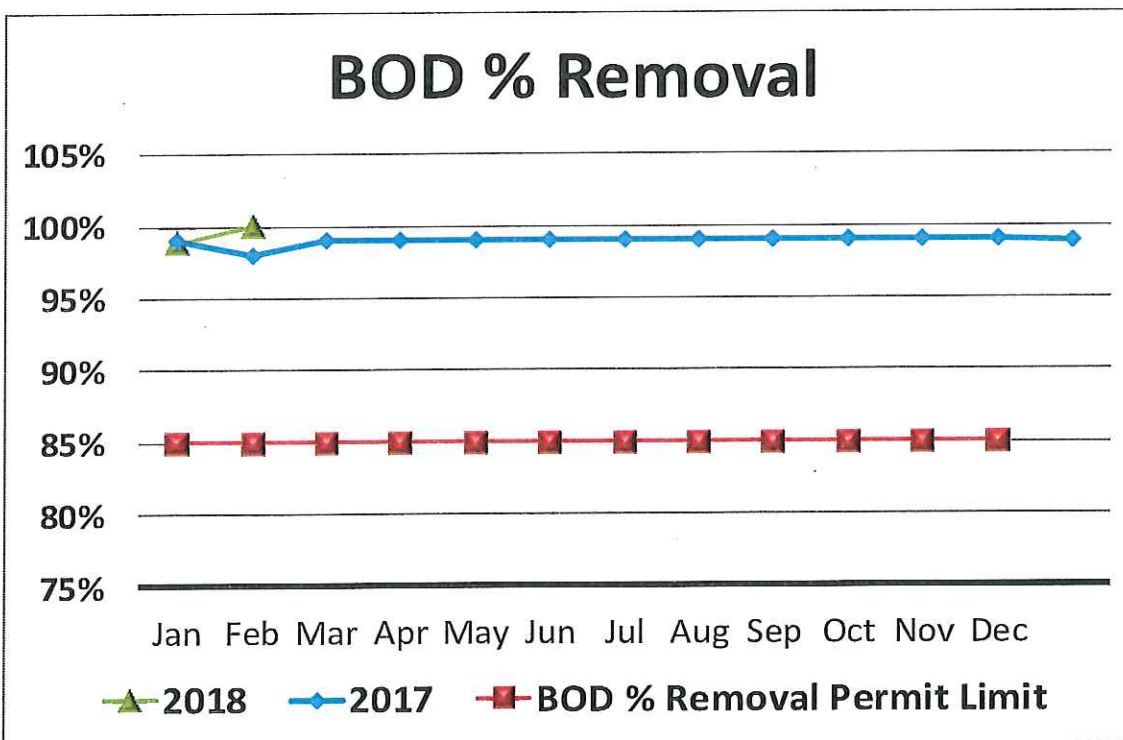
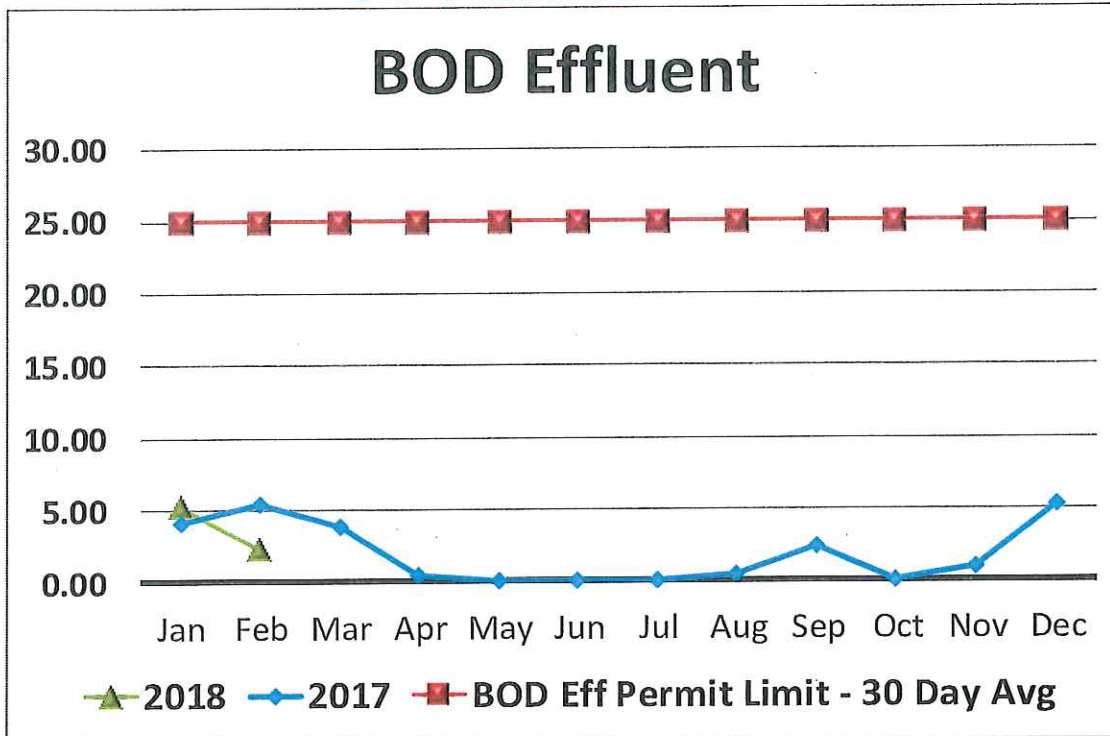
- On February 5<sup>th</sup> around 5 AM the sensor for the water tower froze again. I responded to the water plant and shut down the high service pumps and then proceeded to the water tower to thaw the sensor with a heat gun. Once thawed I placed the high service pumps back online at 6 AM.
- Plowed snow 4 times during the month of February and Eric helped Bryan and Jay remove snow piles.
- Eric and I replaced 4 light ballasts and 12 fluorescent lights in the RO room.
- Eric put new gaskets on 6 of the 8" fittings in the water plant as some of the fittings were starting to drip water during startup of the RO system.
- Eric and I cleaned and washed all RO Skids, floors and chemical rooms.
- I met with J and L Construction to review plans and timeline of the downtown street scape project. They are planning on starting March 19<sup>th</sup> at the Pioneer St intersection.
- We had a DNR inspection of the water plant on February 16<sup>th</sup>. We met with Ryan Stouder from Region 6 DNR Office. There were no deficiencies noted. I will include a copy of the report to the council when received.
- There was one locate for February-completed
- We posted ten doors for a disconnect notice and shut off two water services for nonpayment.
- From January 15 through February 15 we pumped 3,728,000 gallons of water to the system, we billed 3,035,000 gallons with a loss of 693,000 gallons. Our water loss is at 18.5%

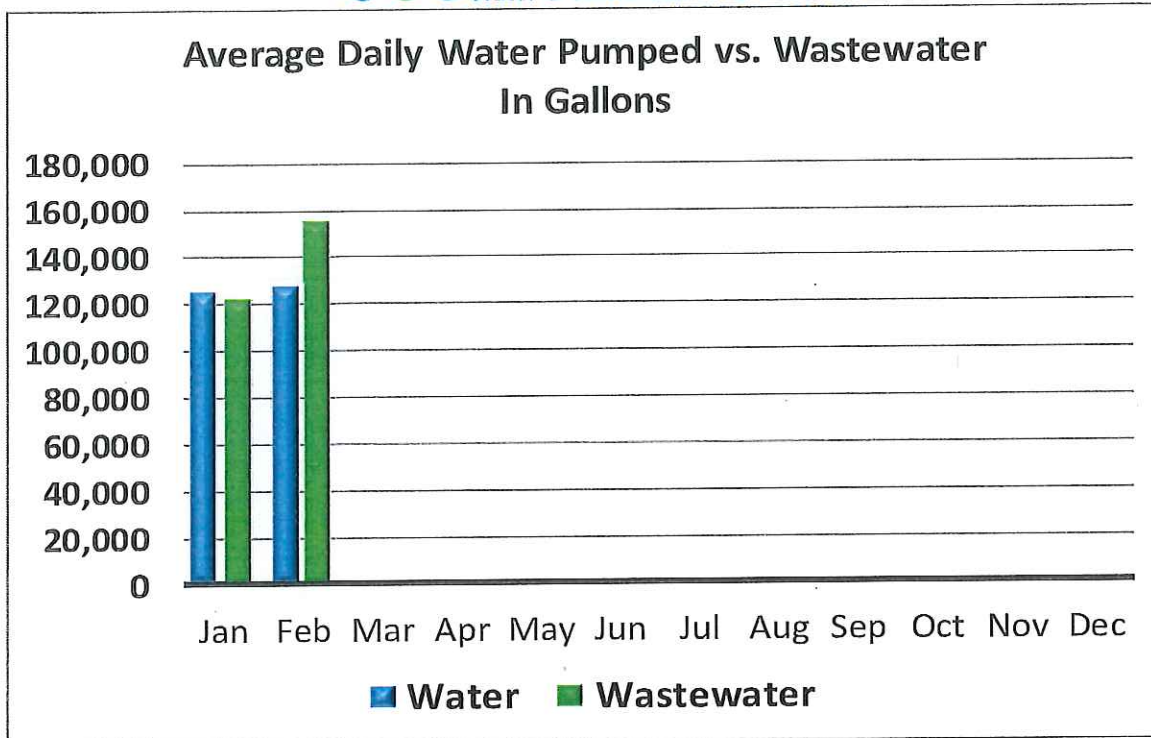


### Wastewater Operation & Maintenance

---

- I met with Bob Moen from Visu-Sewer to review the 2018 sewer cleaning plan and discuss changing our lift station cleaning plan. We will be cleaning the sewer system on the east side of town this year and will also change the lift station cleaning to the same time as system cleaning. The purpose of the change is to save on travel costs by having both done at the same time, eliminating Visu-sewer from making two trips. Cleaning will take place sometime between August through October.
- Eric and I cleaned and inspected the UV system at the wastewater plant before placing them into the channel. We placed the UV units into the channel and inspected all the UV lamps and controls. All the units look in good working order.





Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Chemical Budget	\$24,576.00	\$11,407.40	46%	67%
Maintenance Budget	\$20,480.00	\$7,481.89	37%	67%
<b>Total</b>	<b>\$45,056.00</b>	<b>\$18,889.29</b>	<b>42%</b>	<b>67%</b>



		February-18	January-18	February-17
<b>Water</b>				
	<b>Units</b>			
Total Monthly Pumped	gallons	3,572,000	3,876,000	4,214,000
Average Daily Pumped	gallons	127,570	125,030	150,500
Maximum Daily Pumped	gallons	212,000	254,000	514,000
Minimum Daily Pumped	gallons	79,000	0	0
<b>Chlorine</b>				
Chlorine - Total Avg Residual Plant	mg/L	1.39	2.19	2.05
Chlorine - Total Avg Residual System	mg/L	1.04	1.43	1.38
Chlorine - Recommended Residual System	mg/L	0.30	0.30	0.30
Chlorine used	lbs	101.00	129.00	116.00
<b>Iron</b>				
Iron - Avg Raw	mg/L	2.02	1.36	1.99
<b>Polyphosphate</b>				
Polyphosphate - Avg Residual	mg/L	0.98	1.22	2.65
Polyphosphate - Recommended Residual	mg/L	0.5 - 2.0	0.5 - 2.0	0.5 - 2.0
Polyphosphate used	lbs	15.00	13.00	10.00
<b>Water Loss</b>				
Water Billed	gallons	0	0	0
Water used in main breaks/hydrant flushing	gallons	0	0	0
Water used at city buildings	gallons	0	0	0
Loss	gallons	100%	100%	100%
<b>Wastewater</b>				
<b>BOD</b>				
BOD Influent Avg	mg/L	411	450	271
BOD Effluent Avg	mg/L	2	5.3	5
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	99.95%	98.83%	98.00%
BOD % Removal Permit Limit	%	85%	85%	85%
<b>TSS</b>				
TSS Influent Avg	mg/L	295	279	235
TSS Effluent Avg	mg/L	2	7	1
TSS Effluent Permit Limit - 30 Day Avg	mg/L	30	30	30
TSS % Removal	%	99.25%	97.40%	99.72%
TSS % Removal Permit Limit	%	85%	85%	85%
<b>Nitrogen Ammonia</b>				
NA Effluent Avg	mg/L	3	5	1
NA Effluent Permit Limit - 30 Day Avg	mg/L	17	14	17
<b>Influent Flow</b>				
Total Monthly	gallons	4,366,500	3,785,400	4,592,200
Average Daily	gallons	155,946	122,109	164,007
Maximum Daily	gallons	434,300	292,000	486,900
Minimum Daily	gallons	91,600	62,600	78,300
Permit Limit - 30 Day Avg	gallons	444,000	444,000	444,000
Permit Limit - Daily Maximum	gallons	1,425,000	1,425,000	1,425,000



**RIVERSIDE - FEBRUARY '18**

**Water Plant Maintenance**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
2/15/18	Hawkins	Hydrochloric Acid for CIP Clean	\$59.45
<b>Total</b>			<b>\$59.45</b>

**Water System Maintenance**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
2/7/18	First National Bank, VISA	Supplies	\$69.81
<b>Total</b>			<b>\$69.81</b>

**Wastewater Plant Maintenance**

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

**Wastewater System Maintenance**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
2/7/18	First National Bank, VISA	Supplies	\$50.16
<b>Total</b>			<b>\$50.16</b>

Water Plant Maintenance	\$59.45
Water System Maintenance	\$69.81
W/W Plant Maintenance	\$0.00
W/W System Maintenance	\$50.16
Month Total	\$179.42

**Annual Maintenance Budget** \$20,480.00

**Total Maintenance Dollars Spent Year to Date** \$7,481.89

**Percent Maintenance Budget Spent Year to Date** 37%







**RIVERSIDE - FEBRUARY '18**

**Water System Chemicals**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
2/15/18	Hawkins	Sodium Hypochlorite	\$159.75
2/15/18	Hawkins	Sodium Hydroxide	\$395.00
		<b>Total</b>	<b>\$554.75</b>

**Wastewater System Chemicals**

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

Water System Chemicals	\$554.75
WW System Chemicals	\$0.00
<b>Month Total</b>	<b>\$554.75</b>

**Annual Chemical Budget** \$24,576.00

**Total Chemical Dollars Spent Year to Date** \$11,407.40

**Percent Chemical Budget Spent Year to Date** 46%

Maintenance Month Total	\$179.42
Chemical Month Total	\$554.75
<b>Month Total</b>	<b>\$734.17</b>

**Annual Budget** \$45,056.00

**Total Spent Year to Date** \$18,889.29

**Percent Budget Spent Year to Date** 42%





Completed Work Order List Report

Completed	Equipment Name	Task	WO#
2/2/2018	6310-FE	MONTHLY PREVENTATIVE MAINTENANCE	14913
2/2/2018	6310-FIL-BAG-1	MONTHLY PREVENTATIVE MAINTENANCE	14912
2/2/2018	6310-FIL-BAG-2	MONTHLY PREVENTATIVE MAINTENANCE	14912
2/2/2018	6310-FIL-CART-1	MONTHLY PREVENTATIVE MAINTENANCE	14911
2/2/2018	6310-FIL-CART-2	MONTHLY PREVENTATIVE MAINTENANCE	14911
2/2/2018	6310-FIL-CART-3	MONTHLY PREVENTATIVE MAINTENANCE	14911
2/2/2018	6310-PUM-HS-1	ANNUAL PM	14909
2/2/2018	6310-PUM-HS-1	MONTHLY PREVENTATIVE MAINTENANCE	14908
2/2/2018	6310-PUM-HS-2	ANNUAL PM	14909
2/2/2018	6310-PUM-HS-2	MONTHLY PREVENTATIVE MAINTENANCE	14908
2/2/2018	6310-PUM-HS-3	ANNUAL PM	14909
2/2/2018	6310-PUM-HS-3	MONTHLY PREVENTATIVE MAINTENANCE	14908
2/2/2018	6310-PUM-HS-4	ANNUAL PM	14909
2/2/2018	6310-PUM-HS-4	MONTHLY PREVENTATIVE MAINTENANCE	14908
2/5/2018	5310-BLW-1	MONTHLY PREVENTATIVE MAINTENANCE	14927
2/5/2018	5310-BLW-2	MONTHLY PREVENTATIVE MAINTENANCE	14927
2/5/2018	5310-BLW-3	MONTHLY PREVENTATIVE MAINTENANCE	14927
2/5/2018	5310-GEN	MONTHLY PREVENTATIVE MAINTENANCE	14925
2/5/2018	5310-LS-1	MONTHLY-PM	14923
2/5/2018	5310-LS-2	MONTHLY-PM	14923
2/5/2018	5310-LS-3	MONTHLY-PM	14923
2/5/2018	5310-LS-4	MONTHLY-PM	14923
2/5/2018	5310-LS-5	MONTHLY-PM	14923
2/5/2018	5310-LS-MAIN	MONTHLY-PM	14924
2/5/2018	5310-SAMP-EFF	MONTHLY PREVENTATIVE MAINTENANCE	14922
2/5/2018	5310-SAMP-INF	MONTHLY PREVENTATIVE MAINTENANCE	14921
2/5/2018	5310-SCREEN	MONTHLY PREVENTATIVE MAINTENANCE	14920
2/5/2018	6310-GEN	MONTHLY PREVENTATIVE MAINTENANCE	14910
2/9/2018	5310-FE	MONTHLY PREVENTATIVE MAINTENANCE	14926
2/9/2018	6310-DEH	MONTHLY PREVENTATIVE MAINTENANCE	14914

**Cortez Truck Equipment**

3800 J Street SW  
 Cedar Rapids, IA 52404  
 Phone: 319-366-8184 Fax: 319-362-3779

**QUOTE 1**

<b>Customer:</b>	<b>City of Riverside</b>	<b>Date:</b>	<b>3/7/2018</b>
<b>Address Line 1:</b>	<b>60 Greene St.</b>	<b>Contact:</b>	<b>Jay Steulke</b>
<b>Address Line 2:</b>		<b>Phone:</b>	<b>319-648-3501</b>
<b>City, ST, Zip:</b>	<b>Riverside, IA 52327</b>	<b>Cell:</b>	<b>319-331-3467 Jay</b>
		<b>Email:</b>	<a href="mailto:jay@cityofriversideia.com">jay@cityofriversideia.com</a>
	<b>LEAD TIME 5-8 WEEKS</b>	<b>Fax:</b>	
	<b>Emailed 3-7-18 3:55pm</b>		
<b>QTY</b>			
	Scott Contractor Body		
	Prime painted		
	10G steel with high strength tubing		
	Full width 45" or 60" tapered or straight bulkhead		
	14" sides with extension brackets and 20" dual acting tailgate		
	Standard center side latch for ease of operation		
	12" X 96" Steel Contractor with 60" tapered bulkhead		
	12" Cab shield tapered		
	LL700 Direct Mount Hoist		
	PTO		
	Misc including hoses and oil		
	Labor		
	Freight		
		<b>Total</b>	<b>\$12,128.90</b>

**Terms & Conditions**

*Payment is due upon completion of work. 1 1/2% interest per month or 18% interest per annum service charge on past balance due upon notification of completed work.*

*This proposal is valid for 30 days from the date of this proposal.*

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.

Acceptance: \_\_\_\_\_

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



**FUTURE LINE LLC**  
 5815 4th St SW  
 Cedar Rapids, IA 52404  
 P:(319) 730-3800  
 F:(319)-730-3805

**ESTIMATE**

ESTIMATE#: S1-23963  
 Date: 02-26-2018 10:32 am

To :  
**CITY OF RIVERSIDE**  
 Account # :A18081  
 CITY OF P.O. BOX 188 21 E. 1ST  
 RIVERSIDE, IA, 52327

Ph# :(319) 648-3501

Qty.	Part Number	Description	Tech	Each	Core	Total
<b>Dump Body</b>						
1	FOR-FORCEPTOPUMPCONTROL	FORCE PTO - PUMP - CONTROL - TANK		\$ 2339.000	\$ 0.00	\$ 2339.00
PER QUOTE QT001-1090475-1 - INCLUDES GEAR ADAPTER						
70	FRT-FREIGHT	FREIGHT		\$ 1.110	\$ 0.00	\$ 77.70
-	LAB-LABOR	LABOR		-	-	\$ 3570.00
2	BOO-SRI12436F1W9	24 X 36 X 1/2 MUD FLAP (SINGLE)		\$ 17.460	\$ 0.00	\$ 34.92
1	CHP-CS 620T FF	Class D Low Mount Champion Hoist MINUS PUMP		\$ 1589.000	\$ 0.00	\$ 1589.00
CS 620 HD FF						
1	FLH-MISC.			\$ 425.000	\$ 0.00	\$ 425.00
HOSE/FITTINGS						
1	GAL-100U11	11' RIGID SIDE DUMP		\$ 3775.000	\$ 0.00	\$ 3775.00
575	FRT-FREIGHT	FREIGHT		\$ 1.110	\$ 0.00	\$ 638.25
1	GAL-1/4X84L010CP	CAB SHIELD		\$ 379.000	\$ 0.00	\$ 379.00
20	VDC-MOBIL HYD OIL H32	MOBIL HYD OIL H32		\$ 11.670	\$ 0.00	\$ 233.40
<b>Dump Body : Subtotal</b>						<b>\$ 13061.27</b>

<b>Hitch</b>						
2	BUY-B38W	D-RING W/ BRACKET		\$ 12.500	\$ 0.00	\$ 25.00
1	FLM-HDH1/2X34	1/2" HITCH PLATE		\$ 425.000	\$ 0.00	\$ 425.00
1	BUY-1804055	BOLT ON RECEIVER TUBE		\$ 50.000	\$ 0.00	\$ 50.00
1	MWW-12-707	7 PRONG RV TYPE ELECTRICAL		\$ 75.000	\$ 0.00	\$ 75.00
<b>Hitch : Subtotal</b>						<b>\$ 575.00</b>

**ESTIMATE / PREVIEW ONLY - NOT VALID FOR WARRANTY**

There is a restocking fee of 25% Terms are net 30 anything past due will be charged a finance fee of 1.5%

Vehicle Information

Vehicle :  
 License # :  
 Miles :  
 V.I.N. :   
 Unit # :

DEPARTMENT  
 Labor  
 Parts  
 Fluids/Supplies

SALE  
 \$ 3570.00  
 \$ 9350.32  
 \$ 178.50  
**SUB TOTAL \$ 13814.77**  
**SALES TAX \$ 0.00**

**ESTIMATE AMOUNT \$ 13814.77**



3941 Liberty Dr, Iowa City, Ia 52240  
Phone # 319-338-0991 Fax # 319-338-4749

# Estimate

Date	Estimate #
3/6/2018	3659

Name / Address
CITY OF RIVERSIDE PO BOX 188 RIVERSIDE, IOWA 52327

LICENSE PLATE	MILEAGE/PO#	VEHICLE
		1997 KODIAK

Description	Qty	Rate	Total
KDBF1112 W/KHA-1520SF-DC KNAPHEIDE DUMP BODY MODEL KDBF1112 Net Weight: 1621 lbs Bulkhead Height: 22" Capacity: 3-yds Length: 134" Width: 86.9" Side Height: 12" - Light Duty, Contractor's dump body (for use on single axle - one ton trucks). - Fixed construction - Sloped run boards - Floor is 7 ga. HRCQ. - Bulkhead is 10-ga., tailgate is double paneled 10 & 12 ga., sides are double paneled made of 12 ga. all HIGH TENSILE STEEL. - Long sills are 7' trapezoidal style & accept scissors type hoist. - Pockets on top of sides for extension boards. - Double acting 10 ga. tailgate w/ spreader chains & quick release top pins. - Tailgate release is positive locking w/ dump handle @ left front corner of body. - Standard, L.E.D. clearance, marker & RID lights provided to meet FMVSS 108. - 100% fully solid welded construction. - Body & sides are E-Coat primed. - Body is fully undercoated HEADBOARD:	1	8,038.80	8,038.80

<b>Subtotal</b>
<b>Sales Tax (0.0%)</b>
<b>Total</b>

Signature



3941 Liberty Dr, Iowa City, Ia 52240  
 Phone # 319-338-0991 Fax # 319-338-4749

# Estimate

Date	Estimate #
3/6/2018	3659

Name / Address
CITY OF RIVERSIDE PO BOX 188 RIVERSIDE, IOWA 52327

LICENSE PLATE	MILEAGE/PO#	VEHICLE
		1997 KODIAK

Description	Qty	Rate	Total
<ul style="list-style-type: none"> <li>- One piece 10 ga. high tensile, 2-bend top rail, 2-1/4" wide w/ 1-1/2" return flange.</li> <li>- Fully boxed corner posts &amp; full width reinforcement rib for added rigidity.</li> <li>- Integrated Cab Protector mounting pockets.</li> <li style="padding-left: 20px;">FLOOR:</li> <li>- Two piece 7 ga. high tensile, full seam welded.</li> <li>- Sloped floor to side interface to reduce material adhesion on sides.</li> <li style="padding-left: 20px;">SIDES:</li> <li>- Reinforced w/ a 4-1/2" x 9-1/2" formed rear corner post from top of tailgate to bottom of crossmember.</li> <li>- Pockets provided front &amp; rear for 2x6 extension boards.</li> <li>- Drop sides are removable for easy service &amp; replacement.</li> <li style="padding-left: 20px;">TAILGATE &amp; HARDWARE:</li> <li>- Mechanical, positive locking operating handle @ left front by driver's door.</li> <li>- 3/4" dia. cross shafts (FRONT &amp; REAR) and 1/2" dia. operating rod running longitudinally down street side.</li> <li>- Safety restraining ring provided @ the handle.</li> <li>- Multiple grease points throughout system (GREASE ZERKS PROVIDED).</li> <li style="padding-left: 20px;">UNDERSTRUCTURE:</li> <li>- Crossmember-less construction.</li> <li>- Long sills are 7" trapezoidal style, full length of body, w/ internal anti-corrosion coating.</li> <li>- Rear member is 7" deep of 10 ga. construction, full width of body.</li> <li style="padding-left: 20px;">OPTIONS INCLUDED IN PRICE:</li> </ul>			

<b>Subtotal</b>
<b>Sales Tax (0.0%)</b>
<b>Total</b>

Signature



3941 Liberty Dr, Iowa City, Ia 52240  
Phone # 319-338-0991 Fax # 319-338-4749

# Estimate

Date	Estimate #
3/6/2018	3659

Name / Address
CITY OF RIVERSIDE PO BOX 188 RIVERSIDE, IOWA 52327

LICENSE PLATE	MILEAGE/PO#	VEHICLE
		1997 KODIAK

Description	Qty	Rate	Total
- KCP-025S33-P Tall quarter cab protector.			
- KHA-1520SF-DC Subframe hoist, direct mount pump & cable controlled valve.			
- Chelsea 442 series direct mount cable shift P.T.O.			
250X24X30R 1/4' 24X30 RUBBER BLEND	2	13.23	26.46
250X24X30R 1/4' 24X30 RUBBER BLEND	2	13.23	26.46
HYDRAULIC OIL, PER QT.	20	2.69	53.80
12-707 7-WAY RV SOCKET	1	11.18	11.18
1/2' D-RING W/ INTERGRAL BRACKET	2	8.99	17.98
1809040 1/2" THICK 34" HITCH PLATE	1	126.82	126.82
1804055 BOLT ON HITCH PLATE	1	49.55	49.55
<b>SUBTOTAL PARTS</b>			<b>8,351.05</b>
MOUNT BOX , INSTALL PTO , MUD FLAP'S , REAR HITCH , WIRE TRAILER PLUG , INSTALL CONTROLS IN CAB , WELD ON CAB SHIELD	32	85.00	2,720.00
PAINT BOX & HITCH		2,850.00	2,850.00
<b>SUBTOTAL LABOR</b>			<b>5,570.00</b>
Freight		300.00	300.00
<b>SUBTOTAL MISC. CHARGES</b>			<b>300.00</b>
<b>SUBTOTAL PARTS AND LABOR</b>			<b>14,221.05</b>
Shop supplies & environmental fees		3.50%	497.74

Estimate amount honored for 30-Days from date of estimate.

<b>Subtotal</b>	\$14,718.79
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$14,718.79

Signature \_\_\_\_\_

**RESOLUTION #031918-04**

**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.

**Riverside Area Community Club** – Hall Park Improvements-Phase 2 in the amount of \$28,000.

City of Riverside will contribute \_\_\_\_\_ towards this project.

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

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

Ayes:

Nays:

Absent:

**PASSED AND APPROVED** by the City Council of Riverside, Iowa and approved this 19<sup>th</sup> day of March, 2018.

Signed: \_\_\_\_\_  
Allen Schneider, Mayor

Attest: \_\_\_\_\_  
Becky LaRoche, City Clerk





# NOTIFICATION OF INTENT TO APPLY

This is NOT an application for funding.

Applicant Organization: RIVERSIDE AREA COMMUNITY CLUB  
 Mailing Address: P.O. Box 55  
 City, State, Zip: Riverside, IA 52327  
 Federal Tax ID#: 19-2005565  
 Contact Person: Andy Rodgers  
 Contact Email: mml10183@yahoo.com  
 Contact Phone: 319-325-6351

Do you have a Federal IRS Non-Profit Determination Letter?  
 Yes     No (to receive one, call 1-877-829-5500 if not a governmental entity)  
 Do you have a current (last 2 years) Iowa Secretary of State Certificate of Standing?  
 Yes     No (to receive one, call 515/281-5204 if not a governmental entity)

Project/Program Title: Hall Park Improvements Phase 2

Description (8 lines): We are looking a repairing all of the cities bleachers and adding more lights to the Demo Pit. Repair is looking to be a great option compaired to replacement(replacement would be over \$100,000). Adding better lighting to the Demo Pit will increase the possibilities of other activiies to be held there. We are on the agenda for the March 19 city council meeting to get approval and maching funds from the city. The Riverside Ball Associaion will also contribute matching funds as well as the Riverside Area Community Club organizing the volunteer labor.

Will Project/Program take place on or with government property?  
 No     Yes – **must be listed on appropriate local government resolution. Contact city, county or school district about your project.**

Estimated Total Project Cost: \$38,000  
 Anticipated Amount to be Requested from WCRF: \$28000

This *Notification of Intent to Apply* for funding from the WCRF by March 17, 2018 is not a required submission. It is also not an application for funding. However, it is intended to help the applicant and WCRF make sure needed application submission materials will be available, and to give the WCRF an understanding of the number and size of anticipated funding requests.

If you have questions, contact Jim Logan at (319) 653-3588. Submit this form anytime to:

*\* Andy will provide complete grand Monday.*

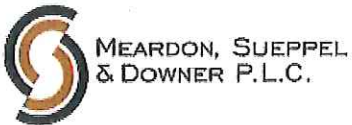
**Becky LaRoche**

---

**From:** Bill J. Sueppel <billjs@meardonlaw.com>  
**Sent:** Thursday, March 08, 2018 2:59 PM  
**To:** Mayor  
**Cc:** Becky LaRoche  
**Subject:** walker sign easement  
**Attachments:** Message from "RNP002673CB8BD7" (99.4 KB)

Attached is a draft of the Welcome Sign Easement with the Walkers.  
Please review it and let me know if any changes or corrections are needed.  
I do not have a legal description for the easement area. I just have the map.

William J. Sueppel



122 SOUTH LINN STREET  
IOWA CITY, IA 52240  
P: 319.338.9222 F: 319.338.7250

[MeardonLaw.com](#) • [Bio](#) • [VCard](#)

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**City of Riverside Sign Easement**

With rights of first option to purchase.

This agreement made and entered into by and between Dennis M. Walker and Corrine M. Walker, husband & wife of Washington County, Iowa, owner of the real estate described herein, (hereinafter referred to as "Walker," which expression shall include, his, her, or their heirs, agents, successors or assigns), and City of Riverside, Iowa, a Municipal Corporation (hereinafter referred to as "City," which expression shall include their agents, successors or assigns), witnesseth:

**It is hereby agreed as follows:**

In consideration of the mutual covenants and agreements contained herein and for other valuable consideration, receipt of which is hereby acknowledged, beginning April 1, 2018, Walker hereby grants and conveys to the City a signage easement for the purpose of excavating, constructing, installing, operating, replacing, maintaining and using a City of Riverside welcome sign, together with the right of ingress and egress thereto, for the above purposes. In further consideration of the easement, the City will pay Walker \$300.00 per year due April 1 of each year. The lease will run for 20 years, expiring April 1, 2038. Said easement shall be located on, below, over and across property owned by Walker, more particularly described and depicted in Exhibit A attached hereto and made a part of this easement by reference.

**Walker further grants to City:**

- 1.) The right of excavating said strip for the full width thereof to such extent as the City may find reasonably necessary;
- 2.) The right to trim and cut down and clear away any and all trees and brush now on said strip and to trim and to cut down and clear away any trees on either side of said strip which now in the opinion of the City may be a hazard to maintenance or may interfere with the exercise of the City's rights hereunder in any manner; provided, however, that all trees which the City is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Walker, but all tops, lops, brush and refuse wood shall be burned or removed by the City;
- 3.) The right of ingress to and egress from said strips over and across said lands by means of roads and lanes thereon, if such there be, otherwise, by such route or routes as shall occasion the least practicable damage and inconvenience to Walker; provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip or any public road or highway now crossing or hereafter crossing said land.
- 4.) The right to mark the location of said strips by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Walker shall make of said strips.
  - a.) City shall not fence said strip;
  - b.) City shall promptly reseed any disturbance made by it on said strip and repair any damage it shall do to Walker's private roads or lanes on said lands;

- c.) Walker shall have no right to grant additional easements or sub-easements on, along or across the easement granted to the City.
  - d.) City shall indemnify Walker against any loss and damage which shall be caused by the exercise of said ingress and egress, construction, and maintenance or by any wrongful or negligent act, omission of the City or of its agents or employees in the course of their employment.
- 5) City shall have sole discretion as to the size, materials, color and content of the sign.
  - 6) Walker reserves the right to use said strips for purposes which will not interfere with the City's full enjoyment of the rights hereby granted.
  - 7) Walker does hereby covenant with the City that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it or any part thereof.
  - 8) This Agreement shall be binding on and inure to the benefit of their heirs, assigns, and successors of the parties hereto.
  - 9) If, during the term of this Agreement, Walker offers for sale the property described herein, the City shall have the option to purchase the property described herein at the same price as that contained in a bona fide offer to purchase. The City shall have thirty (30) days to exercise said option after its receipt of a written notice from Walker that Walker has received an offer to purchase the property described herein.

Dated this \_\_\_\_\_ day of March, 2018.

WALKER

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Dennis M. Walker

By: \_\_\_\_\_  
Allen Schneider, Mayor

By: \_\_\_\_\_  
Corrine M. Walker

By: \_\_\_\_\_  
Becky LaRoche, City Clerk

STATE OF IOWA            )  
  ) ss:  
WASHINGTON COUNTY    )

This instrument was acknowledged before me on March \_\_\_\_\_, 2018, by Dennis M. Walker and Corrine M. Walker, husband and wife.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA                    )  
   ) ss:  
 WASHINGTON COUNTY            )

On this \_\_\_\_\_ day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Schneider and Becky LaRoche, 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 Becky LaRoche 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