

**CITY OF RIVERSIDE COUNCIL MEETING AGENDA**  
**RIVERSIDE CITY HALL COUNCIL CHAMBERS**  
**60 N GREENE STREET**  
REGULAR MEETING  
Monday, April 15, 2019 – 6:30 P.M.

**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 2019-04-01
  - b. Expenditures for 2019-04-15
  - c. Fire Dept. March Update
4. **Public forum.** 3 minutes per person. See guidelines for public comments at the Clerk's table.
5. PeopleServices monthly report
  - a. Water tower painting
  - b. Flushing hydrants
6. MMS Consultants project updates **pg.9**
  - a. Downtown Streetscape
  - b. Hwy 22 project
    - i. Resolution #041519-01 Larimer Easement **pg. 21**
    - ii. Resolution #041519-02 Change Order #5-remove water main work **pg. 23**
    - iii. Resolution #041519-03 Change Order #6-replace manhole **pg. 25**
  - c. Tupelo Blvd project
  - d. Zoning Map Update **pg. 30**
7. City Administrator search update
8. LL Pelling street bid **pg.34**
9. City Hall LED light replacement proposal **pg. 40**
10. Mayor's report
11. City Clerk's report
  - a. Davison tree
  - b. Banker's Trust
  - c. Speed Signs
  - d. Census Bureau
  - e. Boat Ramp
  - f. Middle School Vol. Clean 4-19-19
  - g. P&Z – 4/22/19 site plan ordinance
12. City Council comments
13. **Closed Session** pursuant to Iowa Code 21.5 (I)(j) real estate **pg. 46**
14. Motion to adjourn

## COUNCIL PACKET

RIVERSIDE CITY COUNCIL MEETING: April 1, 2019

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

Motion by Schneider to approve the agenda, Second by Redlinger, passed 5-0.

Rodgers moved to approve the minutes of March 18<sup>th</sup>, expenditures; Kum & Go liquor License, LaChiva Loka Liquor License, and P&Z minutes of 3-25-19. Second by Redlinger, passed 5-0.

Maddie Peiffer presented Urban Chicken plans to Council. Sexton moved to approve Urban Chicken Permit. Second by McGuire, passed 5-0.

Amy Schulte, YMCA and Jill Klinzman, Camp Director, presented Camp Highland program to Council. Camp runs Monday through Friday, 6AM – 6PM through summer. It is located at the Riverside Elementary Gym. Highland students can attend at a reduced rate of \$142 per week. The City of Riverside is offering an addition discount of 25% off, through the Hotel/Motel Tax grant program. Registration is available on line through the City website. Forms are available at City Hall and the Washington Y. Campers do not have to be full time. Camp also includes two weeks of Red Cross swim lessons.

Redlinger moved to pass Resolution #040119-01; Approving FY 19-20 Hotel Motel Tax Grant application from the YMCA of Washington, for Camp Highland, in the amount of \$10,000.00, with \$5000.00 for the Highland tuition stipend. Second by Schneider, passed 5-0.

Scott Pottorff, MMS Consultants updated Council on Capital Improvement Project plans.

Redlinger moved to pass Resolution #040119-02; Accepting Northern Heights Construction Plans. Second by Rodgers, passed 5-0.

Pottorff informed Council that they needed temporary Construction Easements to remove old sidewalks on three properties that were outside of the City ROW on north side of Hickory Street. He will have easements ready for next meeting.

MMS staff is working on the ADA requirements for sidewalks for the East Street change order.

Pottorff discussed drainage ditch in Railroad Park from storm water coming out of Hwy 22.

Bid letting for Ash/Tupelo Street project was held on 3/27/19. Pottorff recommended awarding to lowest bidder, Cornerstone Excavating from Washington, Iowa.

Sexton moved to pass Resolution #040119-03; Awarding Ash/ Tupelo Street Construction Project to Cornerstone Excavating Inc. in the amount of \$662,406.00. Second by Redlinger, passed 5-0.

4<sup>th</sup> Street construction, TOPO is done, and designs are in progress. Plans are for Bid letting in July, with construction to start in August.

COUNCIL PACKET

Mayor questioned the need to re-seed Galileo fields. Pottorff replied that we should know by May 1<sup>st</sup>.

Brent Hinson, Hinson Consulting, LLC, updated Council on Administrator Search. Candidate Interviews are set for June 7<sup>th</sup> and 8<sup>th</sup>.

Installation of the City LED lighting was tabled till next meeting.

Council decided on placement of electronic speed signs. Clerk will submit to State DOT for approval.

McGuire moved to pass Resolution # 040119-04; Approving Iowa State University Extension Summer Youth Camps, not to exceed \$600. Second by McGuire, passed 5-0.

Riverside children can attend the one day camp for the half- price rate of \$10. Forms will be available soon.

Rodgers will bring "crosswalk painting" map to next meeting for Council approval.

Mayor's Report; There will not be road closings with the U of I Automated Driving Program. Mayor spoke with Riverside Boy Scout Troup in respect to their Government Merit Badge. We have an Eagle Scout who is looking for a community project. Website RFP's are in. Finance Committee needs to meet on investments.

Work Session is set for April 22<sup>nd</sup> at 6 PM for website and financial planning.

Sexton requested that nuisance letters go out this week. Clerk will check on Iowa Code for Abandoned Buildings.

Redlinger moved to adjourn at 9:12 pm. Second by Rodgers, passed 5-0.

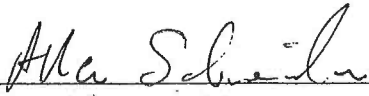
Full content of Council Meetings can be viewed on the City web site;  
[www.cityofriversideiowa.com](http://www.cityofriversideiowa.com)

Council Meeting – Monday, April 15<sup>th</sup>, 2019 at 6:30 pm

Work Session – Monday, April 22<sup>nd</sup>, 2019 at 6:00 pm

ATTEST:

  
Becky LaRoche; City Clerk

  
Allen Schneider; Mayor

# COUNCIL PACKET

EXPENDITURES 04/15/19					
	COUNCIL MEETING	UNPAID BILLS			
1	AERO RENTAL	FD LIFT RENTAL	001-5-150-6356	\$	723.00
2	BECKY LAROCHE	MARCH MILEAGE	001-5-650-6240	\$	117.16
3	BYSE DOZING	BLACKBERRY WATER BREAK	600-5-810-6374	\$	540.00
4	CASEY'S	FUEL	110-5-210-6331	\$	112.77
5	FELD FIRE	FD-TRUCK 164	001-5-150-6356	\$	415.52
6	HEIMAN	FD-LIGHTS	001-5-150-6356	\$	415.35
7	HENRY SCHEIN	FD-SUPPLY	001-5-150-6320	\$	145.70
8	IOWA PAPER INC	PARKS	001-5-430-6325	\$	78.00
9	IOWA SOLUTIONS	EMAIL HOST	001-5-650-6497	\$	32.50
10	ITECH	MONTHLY SERVICE	001-5-650-6497	\$	225.00
11	JIMS SMALL ENGINE	SAW PARTS	001-5-430-6504	\$	224.95
12	JOHNSON COUNTY REFUSE	APRIL SERVICE	670-5-840-6499	\$	1,874.25
13	JONATHON LUNQUIST	FD-TRAINING	001-5-150-6354	\$	784.00
14	KALONA AUTO	SHOP	001-5-210-6372	\$	368.57
15	KALONA AUTO	RVFD	001-5-150-6352	\$	745.16
16	KALONA MACHINE SHOP	PARK- SPRING REPAIR	001-430-6325	\$	30.00
17	KALONA OIL	FUEL	110-5-210-6331	\$	72.80
18	KCTC	ANNUAL CABONITE	001-5-650-6497	\$	214.98
19	LEAF	COPIER LEASE	001-5-650-6496	\$	156.50
20	MARC	PARK -CHEMICAL	001-5-430-6320	\$	168.44
21	MENARDS	SHOP	001-5-210-6371	\$	180.80
22	METTLER-TOLEDO, LLC	CALIBRATE	610-5-815-6374	\$	356.72
23	OFFICE EXPRESS	OFFICE	001-5-650-6506	\$	116.25
24	REC	SIGN	001-5-520-6510	\$	88.93
25	REC	SEWER	610-5-815-6371	\$	3,781.10
26	REC	SHOP	001-5-210-6371	\$	39.52
27	REC	WATER PLANT	600-5-810-6371	\$	3,910.70
28	REC	CASINO LIFT	610-5-815-6371	\$	234.25
29	REC	TRAFIC LIGHT	001-5-230-6371	\$	164.81
30	RELIANT FIRE	FD- TRUCK 161	001-5-150-6356	\$	1,542.73
31	RIVER PRODUCTS	BLACKBERRY WATER BREAK	600-5-810-6504	\$	357.10
32	RIVER PRODUCTS	CONS. PARK ROAD	001-5-430-6320	\$	285.70
33	RTM	FD- FUEL	001-5-150-6350	\$	203.39
34	SCHNOEBELEN INC	MOWER	001-5-430-6504	\$	10.60
35	SIMPLY TREES	APRIL STICK	001-5-510-6320	\$	715.00
36	SITLER'S SUPPLY	LED CITY HALL	001-5-650-6310	\$	5,590.30
37	STANDARD PEST CONTROL	MONTHLY SERVICE	001-5-650-6310	\$	50.00
38	THE NEWS	PUBLICATIONS	001-5-650-6402	\$	290.67
39	TK ENTERPRISES	WELCOME SIGN PAINT	001-5-510-6320	\$	450.00
40	VISA	FD TRAINING	001-5-150-6354	\$	200.00
41	VISA	U-STREAM	001-5-650-6497	\$	105.93
42	VISA	FD INK	001-5-150-6356	\$	221.56
43	VISA	IMFOA SPRING CONF.	001-5-650-6240	\$	125.00
44	VISA	CLOCK PARTS	001-5-650-6506	\$	19.95
45	VISA	SHOP	001-5-210-6372	\$	207.43
46	VISA	PARK	001-5-430-6320	\$	32.96
47	VISA	STREETS-POSTS	110-5-210-6415	\$	84.80
48	WASHINGTON CO. AUDITOR	1ST QTR LAW	001-5-110-6497	\$	13,145.25
49	WASHINGTON CO. AUDITOR	1ST QTR COMM	001-5-110-6490	\$	9,931.50
50	WASHINGTON, CITY OF	HOUSING STUDY	001-5-650-6499	\$	2,000.00
51	YOTTY'S	PARKS	001-5-430-6325	\$	56.97
		TOTAL BILLS		\$	51,944.57
52	IOWA DEPT OF REVENUE	IOWA WITHHOLDINGS - 2019 MAR		\$	487.00
53	IOWA DEPT OF REVENUE	IOWA SALES TAX - 2019 MAR		\$	745.00
54	IOWA DEPT OF REVENUE	IOWA WET TAX - 2019 MAAR		\$	1,509.00
55	IPERS	CONTRIBUTIONS - 2019 MAR		\$	1,841.73
56	IRS	941 TAX DEPOSIT - 2019 MAR		\$	2,671.04
57	PAYROLL	PAYCHECKS - 2019 MAR		\$	9,487.21
58	PAWS AND MORE	1ST QTR CITIZEN DONATIONS	001-5-190-6413	\$	234.00
59	J&M DISPLAYS	TF FIREWORKS	145-5-650-6415	\$	7,000.00
60	RESA	DNR GRANT	001-5-150-6356	\$	3,500.00
		TOTAL PAID BILLS			\$ 27,474.98
		TOTAL EXPENDITURES			

# COUNCIL PACKET

	MTD TREASURERS REPORT	3/31/2019	REVENUES	EXPENSES
62	GENERAL FUND		\$ 31,199.37	\$ 46,724.58
63	ROAD USE TAX FUND		\$ 8,745.16	\$ 6,569.48
64	LOCAL OPTION SALES TAX		\$ 8,031.59	\$ -
65	CASINO REVENUE RUND		\$ 150,021.84	\$ -
66	CAPITAL PROJECTS FUND		\$ -	\$ 28,842.63
67	WATER FUND		\$ 28,131.70	\$ 27,336.73
68	SEWER FUND		\$ 25,522.94	\$ 22,869.44
69	GARBAGE/LANDFILL FUND		\$ 2,052.73	1874.25
70	STORM WATER FUND		\$ 1,578.72	\$ -
	TOTAL		\$ 255,284.05	\$ 134,217.11

**COUNCIL PACKET**

CITY OF RIVERSIDE

POOLED CASH REPORT (FUND 999)

AS OF: MARCH 31ST, 2019

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
001-1110	CHECKING ACCT-GENERAL FUND	1,419,443.29	( 15,414.66)	1,404,028.63
110-1110	CHECKING ACCT-ROAD USE TAX	239,246.47	2,175.68	241,422.15
121-1110	CHECKING ACCT-LOST	199,697.00	8,031.59	207,728.59
125-1110	CHECKING ACCT-TIF	0.00	0.00	0.00
145-1110	CHECKING ACCT-CASINO REVENUE	46,787.28	150,021.84	196,809.12
200-1110	CHECKING ACCT-DEBT SERVICE	218,850.00	0.00	218,850.00
301-1110	CHECKING ACCT-CAP PROJECTS	215,197.93	( 28,842.63)	186,355.30
600-1110	CHECKING ACCT-WATER	682,550.19	794.97	683,345.16
610-1110	CHECKING ACCT-SEWER	156,553.28	2,653.50	159,206.78
670-1110	CHECKING ACCT-GARBAGE	8,765.43	178.48	8,943.91
680-1110	CHECKING ACCT-STORM WATER	( 1,890.54)	1,578.72	( 311.82)
TOTAL CLAIM ON CASH		3,185,200.33	121,177.49	3,306,377.82
		=====	=====	=====

CASH IN BANK - POOLED CASH

999-1110	CASH IN BANK	199,767.71	106,062.31	305,830.02
999-1112	PEOPLES BANK MONEY MARKET	2,119,121.15	1,529.83	2,120,650.98
999-1114	HILLS BANK	182,231.08	13,500.21	195,731.29
999-1115	CB FUND	117,932.22	85.14	118,017.36
999-1116	COMMUNITY BUILDING CD #18936	286,862.42	0.00	286,862.42
999-1117	COMMUNITY BUILDING CD#18975	279,785.75	0.00	279,785.75
SUBTOTAL CASH IN BANK - POOLED CASH		3,185,700.33	121,177.49	3,306,877.82

WAGES PAYABLE

999-2010	WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE		0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH		3,185,700.33	121,177.49	3,306,877.82
		=====	=====	=====

DUE TO OTHER FUNDS - POOLED CASH

999-2100	DUE TO OTHER FUNDS	3,185,700.33	121,177.49	3,306,877.82
TOTAL DUE TO OTHER FUNDS		3,185,700.33	121,177.49	3,306,877.82
		=====	=====	=====

COUNCIL PACKET

POOLED CASH REPORT (FUND 999)

AS OF: MARCH 31ST, 2019

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 3,306,377.82	CLAIM ON CASH 3,306,377.82	CASH IN BANK 3,306,877.82
CASH IN BANK <u>3,306,877.82</u>	DUE TO OTHER FUNDS <u>3,306,877.82</u>	DUE TO OTHER FUNDS <u>3,306,877.82</u>
DIFFERENCE 500.00	500.00	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 <u>0.00</u>	ACCOUNTS PAYABLE <u>0.00</u>	ACCOUNTS PAYABLE <u>0.00</u>
DIFFERENCE 0.00	0.00	0.00

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

MTD TREASURERS REPORT

AS OF: MARCH 31ST, 2019

COUNCIL PACKET

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	NET CHANGE	ACCURAL ENDING CASH BALANCE
001-GENERAL FUND	1,419,443.29	31,199.37	46,724.58	1,403,918.08	( 174.11)	( 63.56)	1,404,028.63	
110-ROAD USE TAX	239,246.47	8,745.16	6,569.48	241,422.15	0.00	0.00	241,422.15	
121-LOCAL OPTION SALES TAX	199,697.00	8,031.59	0.00	207,728.59	0.00	0.00	207,728.59	
125-TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
145-CASINO REVENUE FUND	46,787.28	150,021.84	0.00	196,809.12	0.00	0.00	196,809.12	
200-DEBT SERVICE	218,850.00	0.00	0.00	218,850.00	0.00	0.00	218,850.00	
301-CAPITAL PROJECTS	215,197.93	0.00	28,842.63	186,355.30	0.00	0.00	186,355.30	
600-WATER FUND	682,550.19	28,131.70	27,336.73	683,345.16	0.00	0.00	683,345.16	
610-SEWER FUND	156,553.28	25,522.94	22,869.44	159,206.78	0.00	0.00	159,206.78	
670-LANDFILL/GARBAGE	8,765.43	2,052.73	1,874.25	8,943.91	0.00	0.00	8,943.91	
680-STORM WATER	( 1,890.54)	1,578.72	0.00	311.82)	0.00	0.00	( 311.82)	
<b>GRAND TOTAL</b>	<b>3,185,200.33</b>	<b>255,284.05</b>	<b>134,217.11</b>	<b>3,306,267.27</b>	<b>( 174.11)</b>	<b>( 63.56)</b>	<b>3,306,377.82</b>	

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



**RIVERSIDE FIRE  
DEPARTMENT**  

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**FIRE / RESCUE / EMS / HAZMAT**



**March 2019 Update**

**Calls for Service:**

Medicals - 23  
Structure Fire – 2  
Car Accidents – 2  
Grass Fire – 1  
Hazmat Fuel Spill - 1

Total calls – 29 calls for service in March

(Members were again very busy this month responding to all types of calls)

**Training:**

Members had CPR training which is required every 2 years to keep your certification. The training covered CPR skills, airways, automated external defibrillator (AED) choking and cardiac arrest. The members also trained on the new Lucas device which we received from a state grant, this device is now in service. We also did training on grass fire response and operations of grass trucks.

**RESA**

Members are making final preparations for our annual pancake breakfast which is Sunday April 14<sup>th</sup>.

**Other News**

Chief Smothers and Deputy Chief Hancock attended a meeting on the new radio system and presentation on the radios we will be getting and options, we're very excited for the new radios as the current system is a huge safety concern. The new system is projected to be live May of 2020. Members also attended a mutual aid meeting for both Washington and Johnson County. The station lighting project is almost complete, just a couple more items to tie up the project. This has been a great improvement to the station.

Thanks  
Fire Chief Smothers



Date: April 8, 2019

To: Riverside Council

From: Bill Stukey, Operator

O & M Report: March 2019

### **Water Operation & Maintenance**

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- The pressures for skid 1 were climbing and I did a low and high PH clean in place on the filters. The clean in place lowered the overall pressure and has gained some time before we replace the membranes on stage 1.
- On 3-12-19 there was a water leak on Blackberry. The result of the leak was due to a broken service tapping saddle to 328 Blackberry. The saddle was replaced and water restored to 328 Blackberry. No other houses were affected and no boil advisory was needed. I collected a bacteria sample from the home as a precaution and the results came back bacterially safe.
- I was called to 340 Boise Ct. on 3-13-19 for a possible broken water line running into their basement. After my investigation I found there was no broken waterline or water currently running into the basement. The homeowner stated there was water pouring in through the wall where the service line comes through. I tested the standing water on the floor and was absent of chlorine. I stated to the homeowner that the water was most likely the result of heavy rain during the night and snow melt.
- 15 regular locates and 1 emergency locate were completed for March.
- 6 doors were posted for non-payment, 2 shut offs, one remains off at this time as the house is empty.

### **Wastewater Operation & Maintenance**

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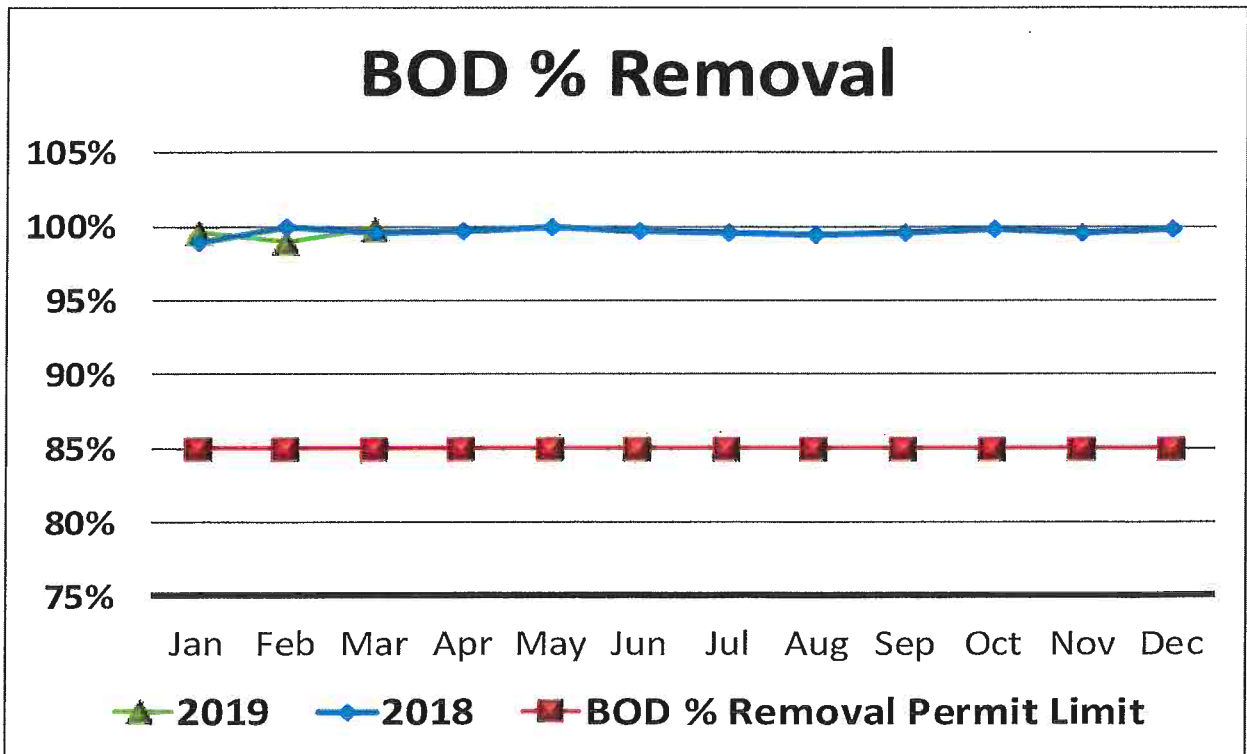
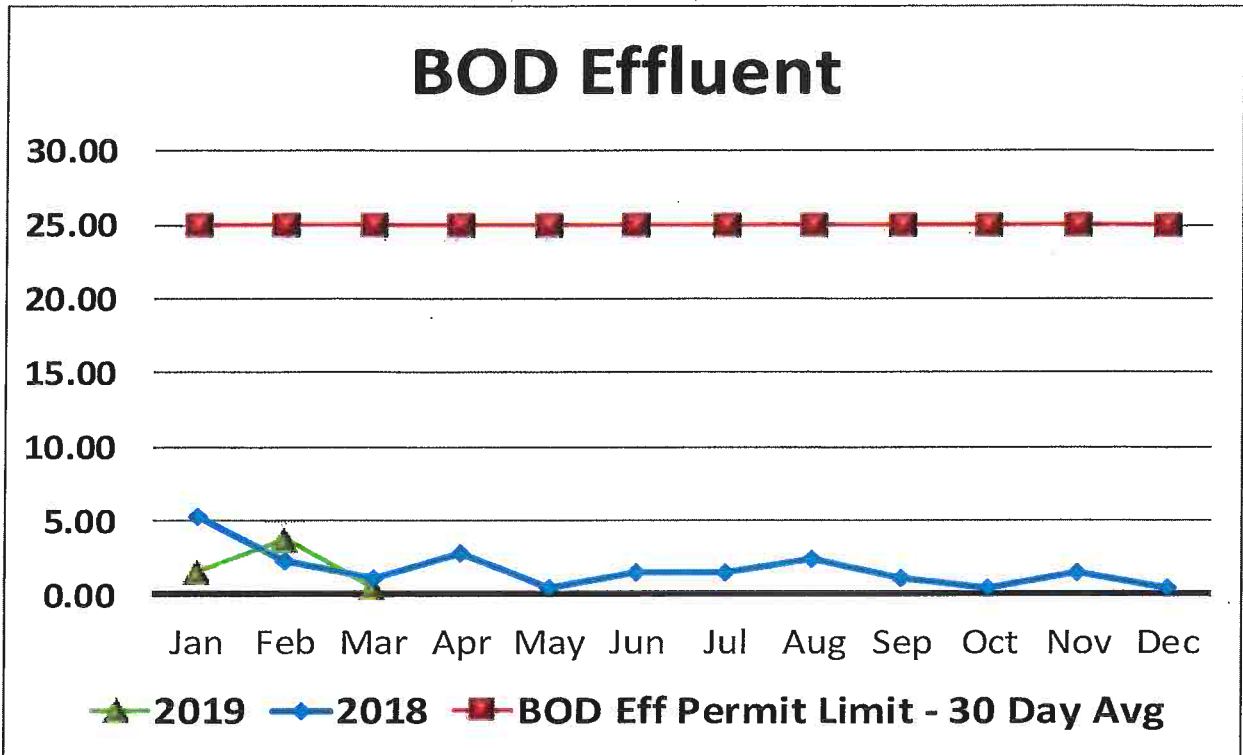
- Coby and I investigated a sump pump issue at 200 Schnoebelen St. The homeowner needed help identifying the issue with her sump pump and we determined her line discharged to the

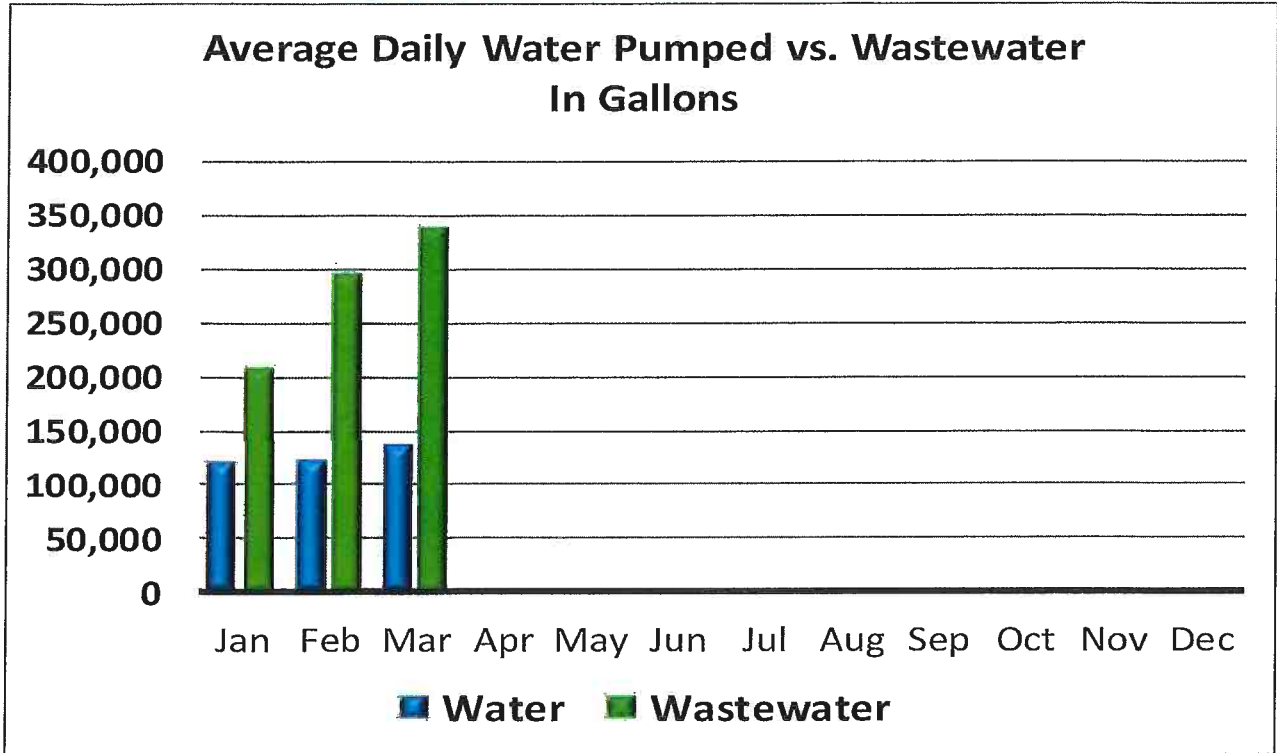




street and the line was frozen underground. I advised her to run a line outside through a window to keep up with the water coming in until her buried line thaws.

- All U.V. units were installed and serviced for operation. All the units are in good shape minus some replacement of lamps and ballasts. The parts have been ordered.
- Hauled a small load of rock to the wastewater plant to fill in some gaps around the tanks. When the concrete was poured for the parking lot the contractor didn't pour over the air lines and left a 10" gap about 20' long to maintain serviceability to the air lines.





Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Chemical Budget	\$25,117.00	\$7,440.61	30%	75%
Maintenance Budget	\$20,931.00	\$13,654.38	65%	75%
<b>Total</b>	<b>\$46,048.00</b>	<b>\$21,094.99</b>	<b>46%</b>	<b>75%</b>



		March-19	February-19	March-18
<b>Water</b>				
Total Monthly Pumped	gallons	4,109,000	3,378,000	3,937,000
Average Daily Pumped	gallons	135,550	120,640	127,000
Maximum Daily Pumped	gallons	238,000	173,000	236,000
Minimum Daily Pumped	gallons	62,000	82,000	93,000
<b>Chlorine</b>				
Chlorine - Total Avg Residual Plant	mg/L	1.36	1.73	1.04
Chlorine - Total Avg Residual System	mg/L	0.98	1.36	0.86
Chlorine - Recommended Residual System	mg/L	0.30	0.30	0.30
Chlorine used	lbs	130.00	116.00	113.00
<b>Iron</b>				
Iron - Avg Raw	mg/L	1.74	1.89	2.33
<b>Polyphosphate</b>				
Polyphosphate - Avg Residual	mg/L	1.50	1.63	0.91
Polyphosphate - Recommended Residual	mg/L	0.5 - 2.0	0.5 - 2.0	0.5 - 2.0
Polyphosphate used	lbs	15.50	16.00	14.00
<b>Water Loss</b>				
Water Billed	gallons	2,653,774	0	3,064,771
Water used in main breaks/hydrant flushin	gallons	50,000	0	150,000
Water used at city buildings	gallons	87,300	0	5,000
Loss	gallons	32%	100%	18%
<b>Wastewater</b>				
<b>BOD</b>				
BOD Influent Avg	mg/L	284	358	261
BOD Effluent Avg	mg/L	1	3.8	1
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	99.82%	98.95%	99.60%
BOD % Removal Permit Limit	%	85%	85%	85%
<b>TSS</b>				
TSS Influent Avg	mg/L	245	165	181
TSS Effluent Avg	mg/L	0	3	4
TSS Effluent Permit Limit - 30 Day Avg	mg/L	30	30	30
TSS % Removal	%	100.00%	98.48%	98.00%
TSS % Removal Permit Limit	%	85%	85%	85%
<b>Nitrogen Ammonia</b>				
NA Effluent Avg	mg/L	1	1	2
NA Effluent Permit Limit - 30 Day Avg	mg/L	10	17	10
<b>Influent Flow</b>				
Total Monthly	gallons	10,513,000	8,320,400	6,918,800
Average Daily	gallons	339,129	297,157	223,187
Maximum Daily	gallons	820,100	1,029,200	453,200
Minimum Daily	gallons	170,100	157,300	132,800
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

COUNCIL PACKET



RIVERSIDE--MARCH '19

Water Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/8/19	USA Bluebook	Ball	\$595.00
3/23/19	First National Bank, VISA	Supplies	\$143.31
3/25/19	Rhino Industries	Cartridge Filters	\$788.68
3/25/19	Rhino Industries	RO CIP Cleaning Supplies	\$2,494.00
		<b>Total</b>	<b>\$4,020.99</b>

Water System Maintenance

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

Wastewater Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/23/19	First National Bank, VISA	Supplies	\$31.59
		<b>Total</b>	<b>\$31.59</b>

Wastewater System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/8/19	USA Bluebook	Sodium Periodate Powder	\$43.59
3/23/19	First National Bank, VISA	Supplies	\$33.49
		<b>Total</b>	<b>\$77.08</b>

Water Plant Maintenance	\$4,020.99
Water System Maintenance	\$0.00
WW Plant Maintenance	\$31.59
WW System Maintenance	\$77.08
<b>Month Total</b>	<b>\$4,129.66</b>

**Annual Maintenance Budget** \$20,931.00

**Total Maintenance Dollars** \$13,654.38





Spent Year to Date

Percent Maintenance Budget  
Spent Year to Date

65%



COUNCIL PACKET



RIVERSIDE - MARCH '19

Water System Chemicals

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/11/19	Hawkins	Sodium Hypochlorite	\$787.50
3/11/19	Hawkins	Fluoride	\$138.00
3/11/19	Hawkins	Sodium Hydroxide	\$1,046.75
		<b>Total</b>	<b>\$1,972.25</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	\$1,972.25
WW System Chemicals	\$0.00
<b>Month Total</b>	<b>\$1,972.25</b>

Annual Chemical Budget \$25,117.00

Total Chemical Dollars Spent Year to Date \$7,440.61

Percent Chemical Budget Spent Year to Date 30%

Maintenance Month Total	\$4,129.66
Chemical Month Total	\$1,972.25
<b>Month Total</b>	<b>\$6,101.91</b>

Annual Budget \$46,048.00

Total Spent Year to Date \$21,094.99

Percent Budget Spent Year to Date 46%

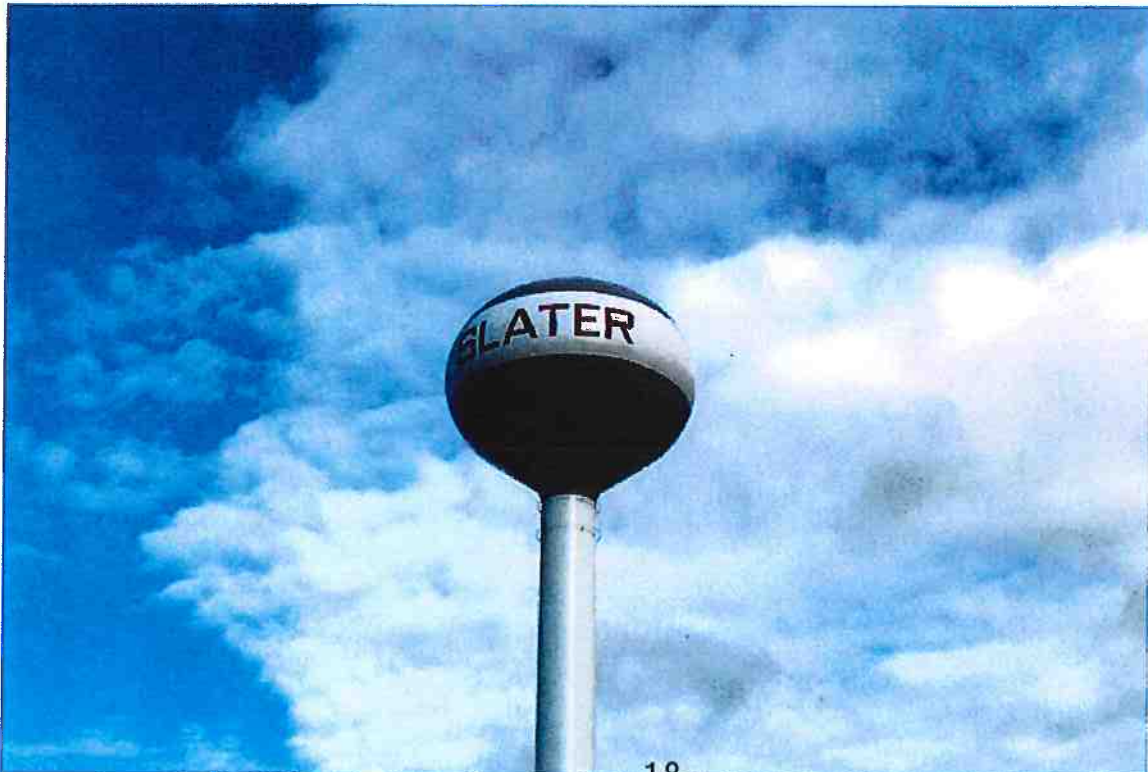
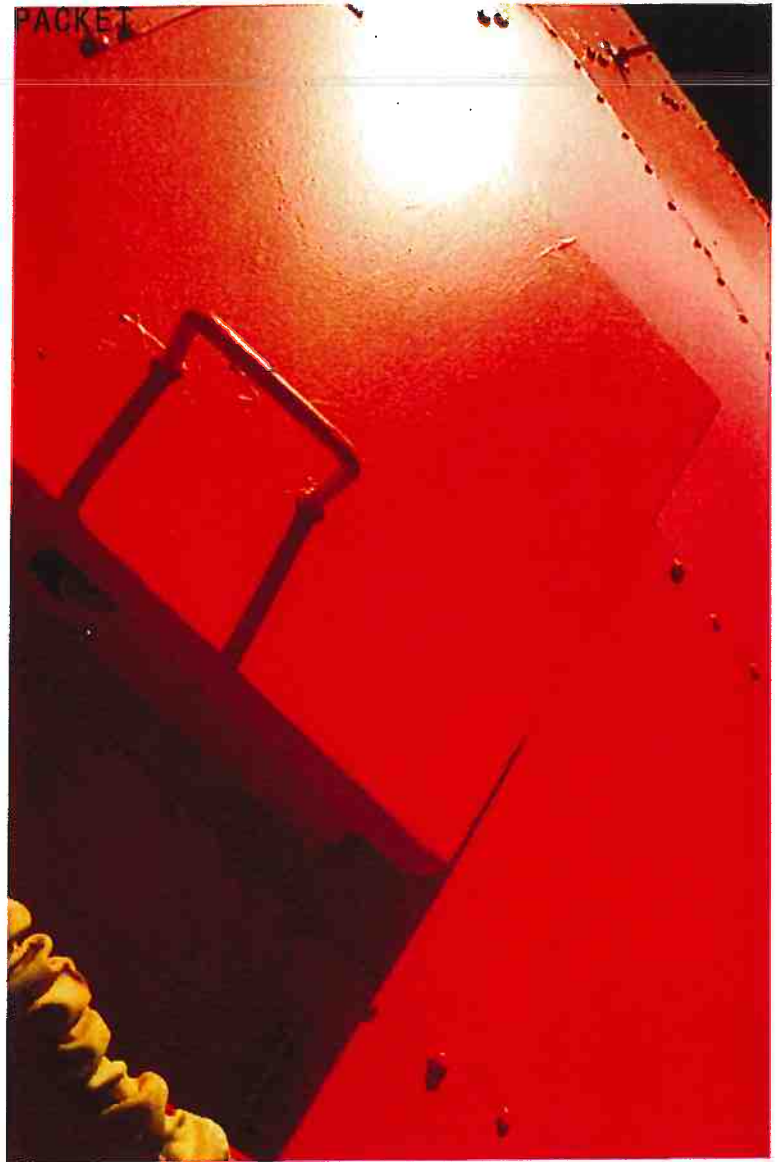
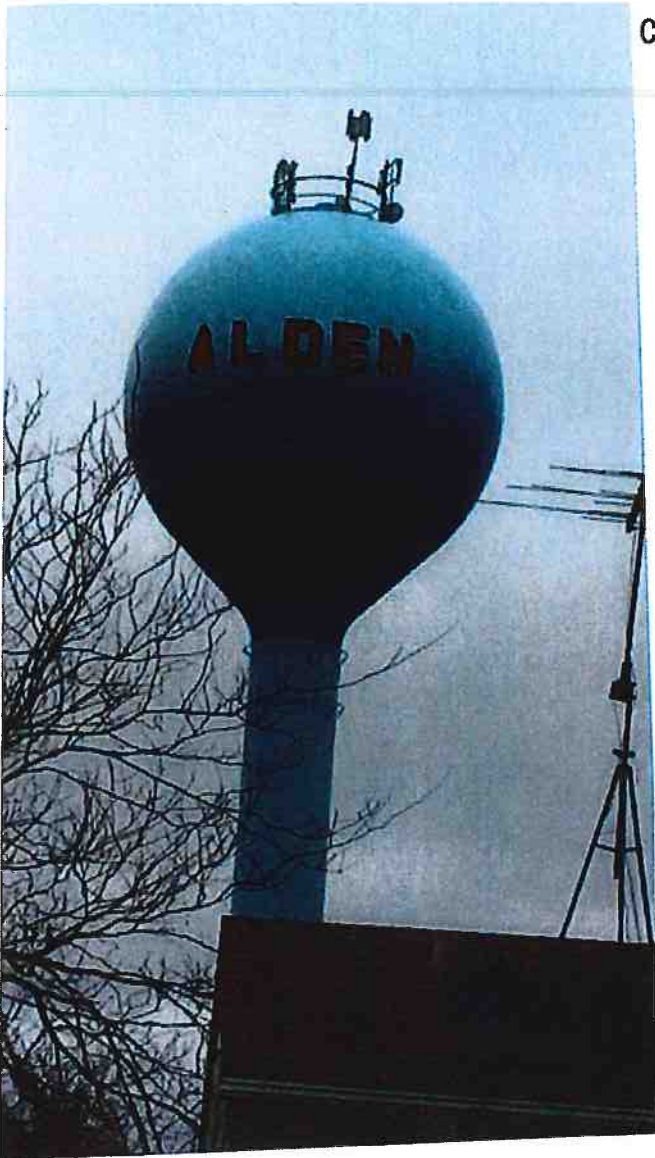


COUNCIL PACKET

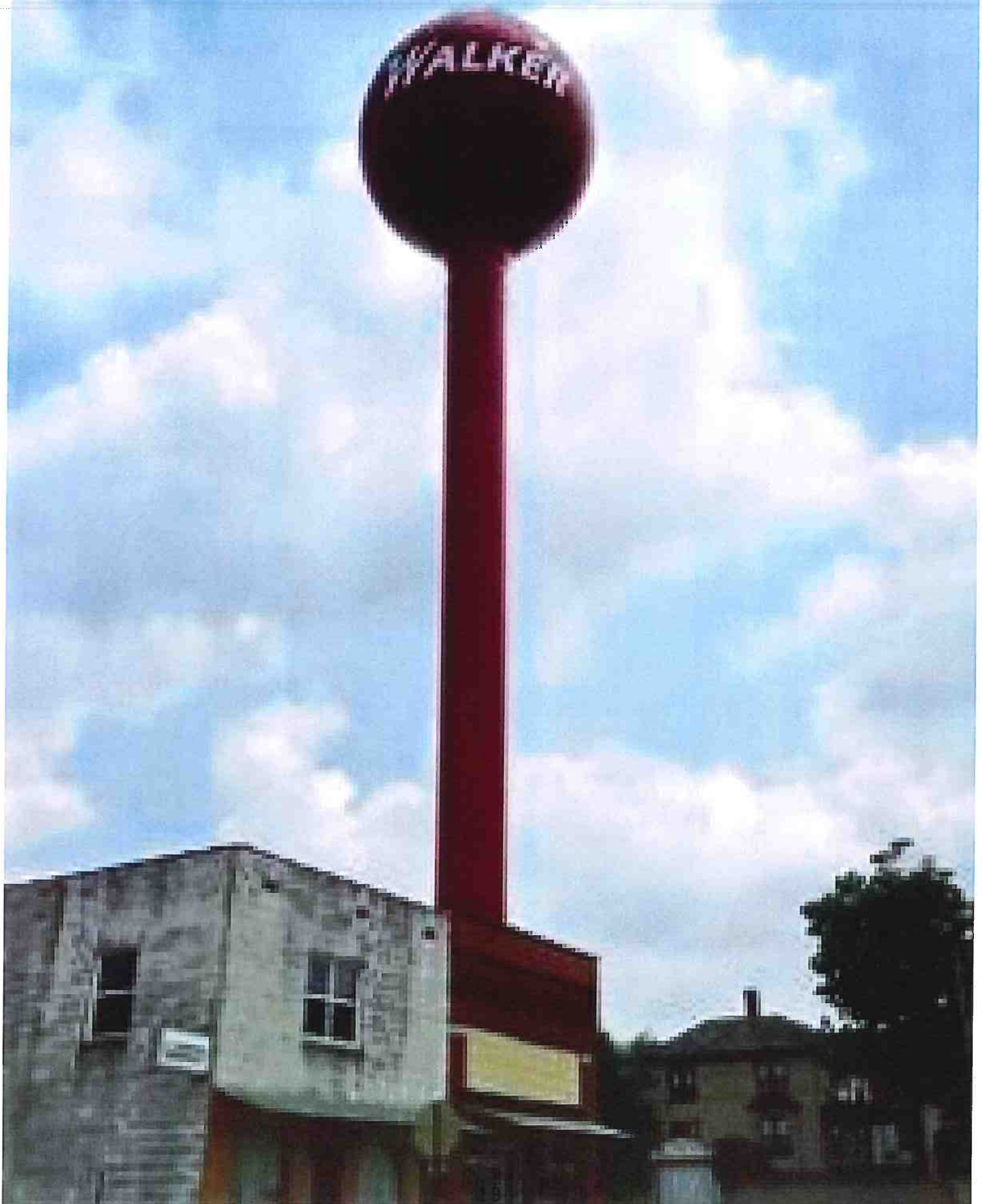


Completed Work Order List Report

Complete	Equipment Name	Task	WO#
3/4/2019	6310-HTR	PREVENTATIVE MAINTENANCE	16429
3/4/2019	6310-HIGH SERVICE PUMPS 1,2,3,4	MONTHLY PREVENTATIVE MAINTENANCE	16430
3/4/2019	6310-GEN	MONTHLY PREVENTATIVE MAINTENANCE	16431
3/4/2019	6310-GEN	ANNUAL PM	16432
3/4/2019	6310-FE	MONTHLY PREVENTATIVE MAINTENANCE	16433
3/4/2019	6310-DEH	MONTHLY PREVENTATIVE MAINTENANCE	16434
3/4/2019	6310-BUG FILTER 1 & 2	MONTHLY PREVENTATIVE MAINTENANCE	16436
3/4/2019	5310-GEN	ANNUAL PM	16456
3/4/2019	5310-BLW-3	BIANNUAL PM	16458
3/4/2019	5310-BLW-2	BIANNUAL PM	16458
3/4/2019	5310-BLW-1	BIANNUAL PM	16458
3/5/2019	6310-AER	BIANNUAL PM	16437
3/5/2019	5310-SCREEN	MONTHLY PREVENTATIVE MAINTENANCE	16450
3/5/2019	5310-SAMP-INF	MONTHLY PREVENTATIVE MAINTENANCE	16451
3/5/2019	5310-SAMP-EFF	MONTHLY PREVENTATIVE MAINTENANCE	16452
3/5/2019	5310-LS-MAIN	MONTHLY-PM	16454
3/5/2019	5310-LS-5	MONTHLY-PM	16453
3/5/2019	5310-LS-4	MONTHLY-PM	16453
3/5/2019	5310-LS-3	MONTHLY-PM	16453
3/5/2019	5310-LS-2	MONTHLY-PM	16453
3/5/2019	5310-LS-1	MONTHLY-PM	16453
3/5/2019	5310-GEN	MONTHLY PREVENTATIVE MAINTENANCE	16455
3/5/2019	5310-FE	MONTHLY PREVENTATIVE MAINTENANCE	16457
3/5/2019	5310-BLOWERS 1,2,3	MONTHLY PREVENTATIVE MAINTENANCE	16459
3/6/2019	6310-CARTRIDGE FILTERS 1,2,3	MONTHLY PREVENTATIVE MAINTENANCE	16435
3/13/2019	5310-UV	MONTHLY PREVENTATIVE MAINTENANCE	16449









**RESOLUTION #041519-01**

**RESOLUTION APPROVING AN EASEMENT AGREEMENT BETWEEN  
THE CITY OF RIVERSIDE AND MORGAN LARIMER FOR A  
PERMANANT EASEMENT FOR WATER MAIN**

**WHEREAS**, the City of Riverside City Council and Morgan Larimer has reviewed the easement documentation for a permanent water main in the Hwy 22 Street project for the sum of \$1.00

**WHEREAS**, the location of easement is 431 E Hickory Street, Riverside, Washington County, Iowa

**THEREFORE**, be it resolved the City of Riverside City Council does hereby approve the easement agreement.

**MOVED BY** Council person \_\_\_\_\_, seconded by Council person \_\_\_\_\_, to approve the foregoing resolution.

**Roll Call:** Schneider, Sexton, Redlinger, Rodgers, McGuire

Ayes:

Nays:

Absents:

**Passed and Approved** by the City Council of Riverside, Iowa and approved this 15<sup>th</sup> day of April, 2019.

Signed: \_\_\_\_\_

Allen Schneider, Mayor

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

Attest: \_\_\_\_\_

Becky LaRoche, City Clerk

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



PREPARED BY AND RETURN TO: MMS CONSULTANTS, INC., 1917 S. GILBERT ST., IOWA CITY, IOWA 52240 (319)251-2822

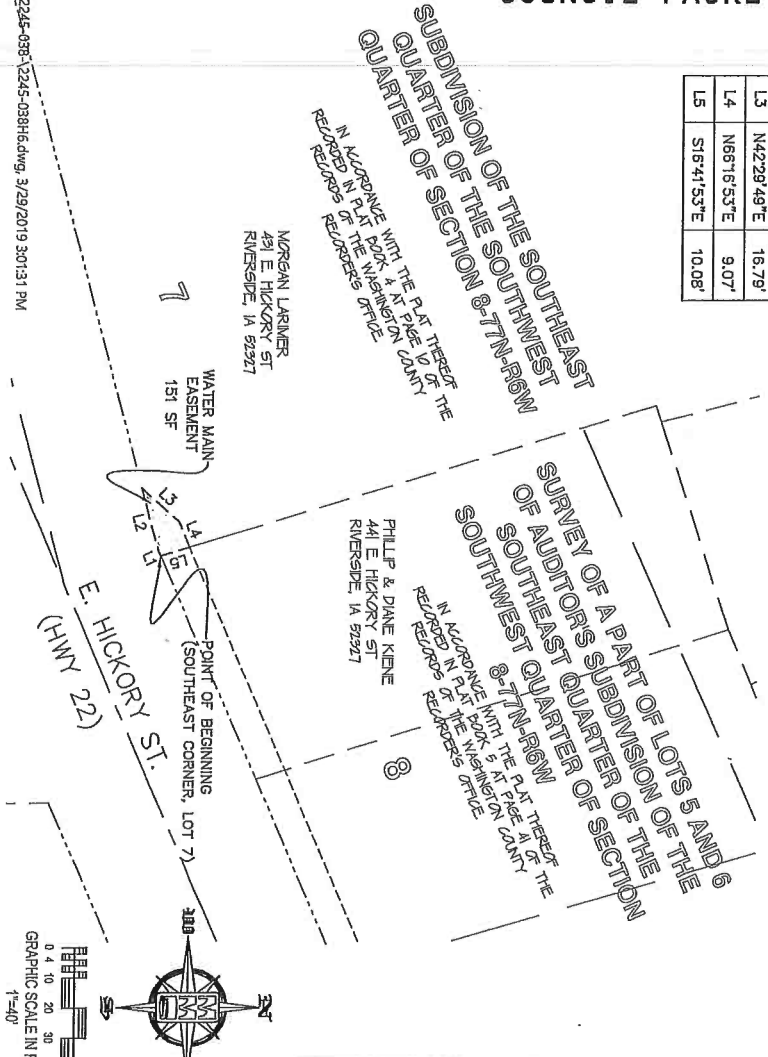
**LEGEND AND NOTES**

- ▲ CONGRESSIONAL CORNER, FOUND
- △ CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCATION
- CONGRESSIONAL CORNER, (see notes)
- PROPERTY CORNER SET (6/8" Iron Pin w/ yellow plastic US flag attached with "MMS")
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY REED
- LOT LINES, PLATTED OR BY REED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- RECORDED DIMENSIONS
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

**LINE SEGMENT TABLE**

LINE	BEARING	LENGTH
L1	S66°17'06"W	1.61'
L2	S74°47'26"W	21.83'
L3	N42°29'49"E	16.79'
L4	N66°16'53"E	9.07'
L5	S16°41'53"E	10.08'



PLAT OF SURVEY  
**WATER MAIN EASEMENT**  
 RIVERSIDE, WASHINGTON COUNTY, IOWA

**LEGAL DESCRIPTION - WATER MAIN EASEMENT**

A PORTION OF LOT 7 OF AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 77 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RIVERSIDE, WASHINGTON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Southeast Corner of Lot 7 of Auditor's Subdivision of the Southeast Quarter of the Southwest Quarter of Section 8, Township 77 North, Range 6 West of the Fifth Principal Meridian, Riverside, Washington County, Iowa, in accordance with the plat thereof recorded in Plat Book 4, at Page 10, in the Records of the Washington County Recorder's Office; Thence S66°17'06"W, along the south line of said Lot 7, a distance of 1.61 feet; Thence S74°47'26"W, along said south line, 21.83 feet; Thence N42°29'49"E, 16.79 feet; Thence N66°16'53"E, 9.07 feet, to a point on the East line of said Lot 7; Thence S16°41'53"E, along said East line, 10.08 feet, to the Point of Beginning. Said Water Main Easement contains 151 square feet, and is subject to easements and restrictions of record.

<b>LOCATION:</b> A PORTION OF LOT 7 OF AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 77 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RIVERSIDE, WASHINGTON COUNTY, IOWA.	<b>SURVEY REQUESTED BY:</b> THE CITY OF RIVERSIDE PO BOX 188 RIVERSIDE, IOWA 52327
<b>LAND SURVEYOR, INCLUDING FIRM OR ORGANIZATION:</b> JAMES E. LICHTY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-551-8282	<b>PROPRIETOR OR OWNERS:</b> MORGAN LARIMER 431 E. HICKORY ST. RIVERSIDE, IOWA 52327
<b>DOCUMENT RETURN INFORMATION:</b> LAND SURVEYOR	

**LICENSED PROFESSIONAL LAND SURVEYOR**  
 JAMES E. LICHTY  
 19287

I hereby certify that this land surveying document was prepared and the related survey work was performed in accordance with the Iowa Code and the Rules of the Board of Registered Professional Land Surveyors under the name of the State of Iowa.

DATE: 03/29/19

Signature of James E. Licthy



CIVIL ENGINEERS  
 LAND PLANNERS  
 LAND SURVEYORS  
 LANDSCAPE ARCHITECTS  
 ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
 IOWA CITY, IOWA 52240  
 (319) 351-8282

www.mmsconsultants.net

Date	Revision

**WATER MAIN EASEMENT**

A PORTION OF LOT 7 OF AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 77 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RIVERSIDE, WASHINGTON COUNTY, IOWA.

**MMS CONSULTANTS, INC.**

Date: 03/29/19

Designed by:	SBP	Field Book No.:	1235
Drawn by:	CAK	Scale:	1"=40'
Checked by:	JEL	Sheet No.:	1
Project No.:	IC 2245-038	of:	1

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**RESOLUTION #041519-02**

**RESOLUTION APPROVING CHANGE ORDER #5 FOR TRIPLE B CONSTRUCTION, FOR HWY 22 IMPROVEMENTS 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 change order in the amount of \$58,365.00 CREDIT.

**Therefore**, be it resolved the City of Riverside City Council does hereby accept the Change Order #5 in the HWY 22 Improvements Project, for the removal of some of the water main work from contract per ITC #2.

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

**Roll Call:** Schneider, Sexton, Rogers, Redlinger, McGuire

Ayes:

Nays:

Absents:

**PASSED AND APPROVED** by City Council of Riverside, Iowa, on this 15th day of April, 2019.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk





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

1917 S. Gilbert Street  
 Iowa City, Iowa 52240

**319.351.8282**

mmsconsultants.net  
 mms@mmsconsultants.net

Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

April 9, 2019

2245-038

Highway 22 Improvements Project  
 Change Order #5

The following changes to the contract are requested for the removal of some of the water main work from the contract per ITC #2.

The estimated quantity changes are as follows:

<u>Item</u>	<u>Est Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Cost</u>
Water Main, 6" PVC DR-18	-376 LF	\$37.00	-\$13,912.00
Water Main, 8" PVC DR-18	-7 LF	\$42.00	-\$294.00
Water Main, 12" PVC DR-18	-344 LF	\$61.00	-\$20,984.00
Water Service, Trenchless, Main to Curb Stop on Opposite Side of Highway 22, 1" PE 200 PSI	-4 EACH	\$2,500.00	-\$10,000.00
Water Service, Main to Curb Stop, 1" PE 200 PSI	-2 EACH	\$825.00	-\$1,650.00
Connect to Exist Water Main	-3 EACH	\$1,500.00	-\$4,500.00
Gate Valve, 6"	-2 EACH	\$950.00	-\$1,900.00
Gate Valve, 8"	-1 EACH	\$1,200.00	-\$1,200.00
Removal of Water Main	-785 LF	\$5.00	-\$3,925.00
<b>TOTAL CHANGE</b>			<b>-\$58,365.00</b>

Change to the Contract

This change order would reduce the quantity for the above items in the contract and decrease the amount of the contract by \$58,365.00.

Reason for changes

The exploratory excavation completed by the contractor revealed that some of the existing water mains are not in conflict with the proposed storm sewer and will not need to be replaced. ITC #2 was issued to remove this work from the contract.

Approved by:

\_\_\_\_\_  
 Triple B Construction

\_\_\_\_\_  
 City of Riverside

2245038changeorder5.docx

**RESOLUTION #041519-03**

**RESOLUTION APPROVING CHANGE ORDER #6 FOR TRIPLE B CONSTRUCTION, FOR HWY 22 IMPROVEMENTS 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 change order in the amount of \$5850.00.

**Therefore**, be it resolved the City of Riverside City Council does hereby accept the Change Order #6 in the HWY 22 Improvements Project, to replace an existing storm manhole which was not able to be reused as shown on the plans.

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

**Roll Call:** Schneider, Sexton, Rogers, Redlinger, McGuire

Ayes:

Nays:

Absents:

**PASSED AND APPROVED** by City Council of Riverside, Iowa, on this 15th day of April, 2019.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk



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

1917 S. Gilbert Street  
Iowa City, Iowa 52240

**319.351.8282**

mmsconsultants.net  
mms@mmsconsultants.net

Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

April 9, 2019

2245-038

Highway 22 Improvements Project  
Change Order #6

The following changes to the contract are requested to replace an existing storm manhole which was not able to be reused as shown on the plans.

The contractor has offered a lump sum price for the new storm manhole structure. The price change is as follows:

<u>Item</u>	<u>Est Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Cost</u>
Storm Manhole, 60"x60" with Frame and Grate	-1 EACH	\$5,850.00	\$5,850.00
TOTAL CHANGE			\$5,850.00

Change to the Contract

This change order would add the above item to the contract and increase the amount of the contract by \$5,850.00.

Reason for changes

The existing manhole at 329 Sycamore Street was shown on the plans to be reused and connect new storm sewer to the existing structure. The existing structure could not be reused for the new storm connection so a new structure at this location was proposed.

Approved by:

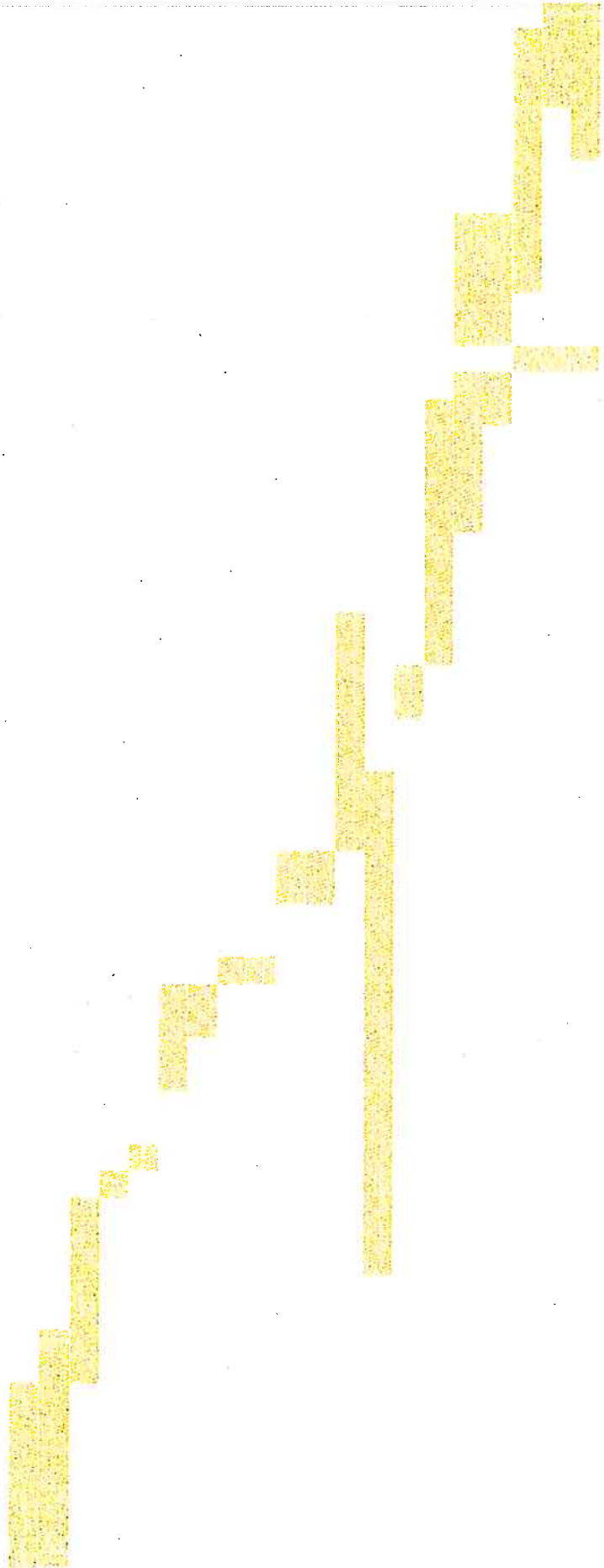
\_\_\_\_\_  
Triple B Construction

\_\_\_\_\_  
City of Riverside

2245038changeorder6.docx



S/5 S/6 S/7 S/8 S/9 S/10 S/11 S/12 S/13 S/14 S/15 S/16 S/17 S/18 S/19 S/20 S/21 S/22 S/23 S/24 S/25 S/26 S/27 S/28 S/29 S/30 S/31 6/1 6/2 6/3 6/4 6/5 6/6 6/7 6/8 6/9 6/10 6/11 6/12 6/13 6/14 6/15 6/16 6/17 6/18 6/19 6/20 6/21 6/22 6/23 6/24 6/25 6/26 6/27 6/28 6/29 6/30 7/1 7/2



Page 3 of 3

718 714 715 718 719 710 711 712 713 714 715

# MMS CONSULTANTS, INC.

## Professional Services Agreement

This is an Agreement made as of \_\_\_\_\_, 2019, 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: Update City of Riverside Zoning Map

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.

By: 

Client Acceptance:

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.

*Est. \$5100*

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

Services: Update City of Riverside Zoning Map

BASIC SERVICES SHALL INCLUDE:

**A. UPDATE ZONING MAP**

1. Utilize Base Mapping provided by the City of Riverside for existing zoning areas
2. Assist City Staff with researching past annexation and rezoning applications and approvals
3. Review annexation and rezoning applications which have been approved since the map was last updated
4. Prepare updated zoning map which reflects current zoning areas
5. Provide hard copies of zoning map as requested by the City. Provide electronic files (.DWG and .PDF) for City use.



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

Services: Update City of Riverside Zoning Map

1.0 Client shall pay MMS as follows:

- A. Hourly, at MMS current hourly rates, for the scope outlined in Items A in Exhibit 1. Reimbursable expenses such as copies and mileage will be invoiced at MMS Standard rates.

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 60<sup>th</sup> 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.

## Professional Services Agreement Exhibit 3 – Terms and Conditions

Services: Update City of Riverside Zoning Map

- 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.



CITY OF RIVERSIDE  
CITY CLERK  
BOX188  
RIVERSIDE, IA. 52327

WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 1

**RE: 2019 Sealcoat Work**

**Description of Work:**

**Type A Work**

- A. Base repair and single seal coat consisting of:
  - Scarify and pulverize existing street surface
  - Furnish water as required for compaction, reshape and recompact.
  - Furnish and apply single seal coat of MC-3000 asphalt
  - Furnish, spread and roll 3/8" chips.

**Type B Work**

- B. Single seal coat consisting of:
  - Power broom streets
  - Furnish and apply single seal coat of MC-3000 asphalt
  - Furnish, spread and roll 3/8" chips.

**NOTES:**

1. Billing on final units completed.
2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

\*Is this project tax exempt? Yes \_\_\_ No \_\_\_. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

Authorized  
Signature \_\_\_\_\_

*Bob Donohoe*

Note: This proposal may be withdrawn if not accepted within 60 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# PROPOSAL

# COUNCIL PACKET



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 CITY CLERK  
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WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
CITY PARK (POND)	NORTH RD.		A 555	12	740		\$ 2,405.00
			B 555	12		740	\$ 1,591.00
	WEST RD.		A 500	12	667		\$ 2,167.75
			B 500	12		667	\$ 1,434.05
			A		-		\$ -
			B			-	\$ -
			A		-		\$ -
			B			-	\$ -
			A		-		\$ -
			B			-	\$ -
			A		-		\$ -
			B			-	\$ -
			A		-		\$ -
			B			-	\$ -
			A		-		\$ -
			B			-	\$ -
			A		-		\$ -
			B			-	\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type A Work	Square Yd	1,407	\$ 3.25	\$ 4,572.75
Type B Work	Square Yd	1,407	\$ 2.15	\$ 3,025.05
3/4" Road Stone Base Material	per ton	180.00	\$ 25.00	\$ 4,500.00
				<u>\$ 12,097.80</u>

NOTES: Billing on final units completed.

Date: 1/14/2019

Authorized Signature

Bob Donohoe

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 1

## RE: 2019 Sealcoat Work

### Description of Work:

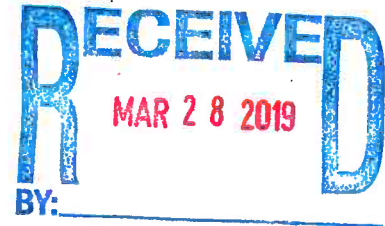
#### Type B Work

#### B. Single seal coat consisting of:

Power broom streets

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll 3/8" chips.



### NOTES:

1. Billing on final units completed.
2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

\*Is this project tax exempt? Yes \_\_\_ No \_\_\_. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

Authorized  
Signature

*Bob Donohoe*

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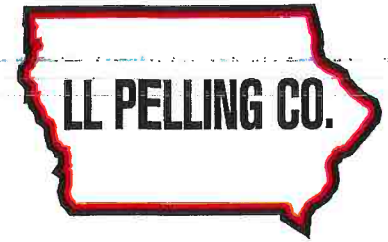
Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



# PROPOSAL

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WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
SHOP	PARKING	MISC.AREAS	A			-	\$ -
			B	250	12		333
KLEOPFER AVE.	BUCKEYE LN.	SYCAMORE (WEST SIDE)	A			-	\$ -
			B	675	4		300
	BUCKEYE LN.	SYCAMORE (EAST SIDE)	A			-	\$ -
			B	675	4		300
SCHNOEBELEN ALLEY	3RD.ST.	NORTH	A			-	\$ -
			B	250	12		333
3RD.ST.	HICKORY	EAST END	A			-	\$ -
			B	340	22		831
	#140	SEWER REPAIR	A			-	\$ -
			B	25	20		56
	GLASGLOW	EAST (NORTH SIDE)	A			-	\$ -
			B	85	10		94
WASHINGTON	1ST.	NORTH	A			-	\$ -
			B	230	22		562
	#120		A			-	\$ -
			B	45	22		110

Date: 3/22/2019

Authorized Signature

*Bob Donohoe*

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>37</sup>  
"Committed to Excellence since 1948"

# PROPOSAL

## COUNCIL PACKET



CITY OF RIVERSIDE  
 CITY CLERK  
 BOX 188  
 RIVERSIDE, IA. 52327

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(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 3

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
	#140					-	\$ -
			A				
			B	45	22	110	\$ 236.50
	3RD.ST.	SOUTH	A			-	\$ -
			B	45	22	110	\$ 236.50
OAK (ALLEY)	HWY	SOUTH	A			-	\$ -
			B	400	11	489	\$ 1,051.35
KNEISEL	OAK	SOUTH (WEST SIDE)	A			-	\$ -
			B	475	6	317	\$ 681.55
OAK ST.	BOISE	WEST (NORTH SIDE)	A			-	\$ -
			B	200	6	133	\$ 285.95
	BOISE	WEST (SOUTH SIDE)	A			-	\$ -
			B	200	6	133	\$ 285.95
4TH.ST.	WASHBURN	EAST	A			-	\$ -
			B	40	24	107	\$ 230.05
ST. MARYS ST.	GREEN	WEST	A			-	\$ -
			B	280	21	653	\$ 1,403.95
2ND. ST.	CONCRETE	WEST	A			-	\$ -
			B	70	24	187	\$ 402.05

Date: 3/22/2019

Authorized Signature

*Bob Donohoe*

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 4

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
ALLEY (SOUTH)	GLASGLOW	WEST	A			-	\$ -
			B	170	11		208
	ROSE-WEST	(MIDDLE ALLEY)	A			-	\$ -
			B	680	11		831
	ELLA-EAST	(NORTH ALLEY)	A			-	\$ -
			B	100	11		122
	#22-WEST	(NORTH ALLEY)	A			-	\$ -
			B	300	11		367
RIVER ST.	PIONEER	WEST	A			-	\$ -
			B	250	23		639
	#110	WEST	A			-	\$ -
			B	250	22		611
ELLA	HWY	SOUTH (EAST SIDE)	A			-	\$ -
			B	120	12		160
			A			-	\$ -
			B				-
			A			-	\$ -
			B				-

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type B Work	Square Yd	8,096	\$ 2.15	\$ 17,406.40
Cold Mix Patching	per ton	20.00	\$ 205.00	\$ 4,100.00
				<u>\$ 21,506.40</u>

NOTES: Billing on final units completed.

Date: 3/22/2019

Authorized  
Signature

Bob Donohue

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>39</sup>  
"Committed to Excellence since 1948"





2885 135<sup>th</sup> Street  
Riverside, IA 52327  
(319) 338-0123

**To: City of Riverside**

**Date: 03/31/2019**

**Re: City Hall LED Lighting Upgrade**

We propose to furnish labor and materials for the Riverside City Hall upgrade as follows:

- Replace (66) existing interior fluorescent fixtures with new LED lay in fixtures
- Change (12) existing 8-foot fluorescent fixtures in meeting room to LED
- Change existing utility room lights to LED

**Price:        \$2,300.00**

**Add \$390 for fixture disposal**

**Replacement of exterior fixtures (fixtures not present at time of walk-through) will be done on a time and materials basis at \$65/hour**

4/8/19

TO: City of Riverside

There is a moderate sized tree, a cedar I believe, that has fell over from the ditch on city property on the northeast side of my house onto our property that the city needs to remove, please. It is leaning up against a tree on our property at this time. That ditch has gradually washed out over the years.

Thank You,  
Vaughn Davison  
211 Boise St. N





453 7th Street  
Des Moines, IA 50309

FM

March 15, 2019

CITY OF RIVERSIDE  
ATTN: CITY CLERK  
PO BOX 188  
60 GREENE STREET  
RIVERSIDE, IA 52327-0188

Re: Service Transition

On behalf of Bankers Trust Company, I want to thank you for turning to us to handle your Corporate Trust needs. We appreciate the trust you've placed in us and feel fortunate to have built a strong relationship with you.

We also feel fortunate to have been presented with the opportunity to transition our Corporate Trust business to one of the industry's most experienced and respected Corporate Trust firms. I am pleased to let you know that Bankers Trust has accepted an offer from UMB Bank, n.a. to acquire our Corporate Trust business.

UMB is headquartered in Kansas City, Missouri, and is one of the largest institutions in the country in the Corporate Trust business. In addition to its demonstrated expertise in this area, UMB will have a local, familiar feel. UMB intends to open an office in Des Moines and anticipates that your account will continue to be managed at the same high level of service by familiar faces you may have worked with at Bankers Trust, but as UMB employees.

We are excited to transition administration of our Corporate Trust clients' accounts to UMB for several reasons, including UMB's:

- Demonstrated expertise and experience as a Corporate Trust fiduciary and service provider;
- Clear long-term commitment to the Corporate Trust business;
- Quality service focus that is consistent with our own;
- Employment of existing Corporate Trust team members; and
- Strong management and depth of talent.

The acquisition is expected to close on or about June 10, 2019. Between now and the closing date, teams from both organizations will prepare for the transition. The mechanism for the transition will be an assignment of your Trustee, Escrow Agent and/or Paying Agent agreement(s) to UMB Bank. The acquisition agreement contemplates that following the closing of the transaction, Bankers Trust will no longer serve as Trustee, Escrow Agent and/or Paying Agent, and UMB will perform all of Bankers Trust's responsibilities and obligations under your agreement(s). Bankers Trust will cease to have any responsibilities or obligations as Trustee, Escrow Agent and/or Paying Agent. The formal written notice of this assignment is attached to this letter. To ensure you continue to receive uninterrupted service, UMB has requested you sign and return the attached Acknowledgement. This Acknowledgement is included as part of the enclosed Notice.

I am sure you will have questions and your relationship officer will reach out to you to discuss the transition. I am also available to answer any questions or concerns you may have. Be assured that both Bankers Trust and UMB are focused on providing you with a smooth transition and continued high-quality service.

Thank you for your business. It has been a pleasure to work with you.

Sincerely,

Kevin Chorniak  
Sr. Managing Director, Wealth Management & Institutional Trust Services

11b

NOTICE OF ASSIGNMENT

CITY OF RIVERSIDE

This will constitute notice that contingent upon and effective as of the closing of the acquisition by UMB Bank, n.a. ("UMB") of the trust business of Bankers Trust Company, anticipated to occur on or about June 10, 2019 (the "Effective Date"), the Trustee, Escrow Agent and/or Paying Agent Agreement(s) or equivalent arrangement(s) by and between you and Bankers Trust Company will be assigned to UMB. The assignment will transfer all of Bankers Trust Company's rights, responsibilities and obligations under the Agreement(s) to UMB. As a result of this assignment, as of the Effective Date, UMB will be deemed to be the successor trustee, escrow agent and/or paying agent and will assume Bankers Trust Company's responsibilities and obligations under the Agreement(s). On the Effective Date, Bankers Trust Company will no longer be the Trustee, Escrow Agent and/or Paying Agent and will cease to have any responsibility or obligations under the Agreement(s), such responsibility having been assumed by UMB as successor to Bankers Trust Company.

BANKERS TRUST COMPANY

UMB BANK, n.a.

By 

By 

Kevin Chorniak, Senior Managing Director  
Institutional & Wealth Management Services

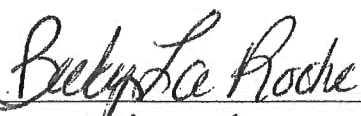
Austin Braithwait, Executive Director  
Corporate Trust

ACKNOWLEDGMENT TO ASSIGNMENT

The undersigned hereby acknowledges the assignment of the Trustee, Escrow Agent and/or Paying Agent Agreement(s) as set forth above, including the removal of Bankers Trust Company and succession of UMB as Trustee, Escrow Agent and/or Paying Agent as of the Effective Date. From and after the Effective Date, the undersigned hereby agrees Bankers Trust Company will no longer be the Trustee, Escrow Agent and/or Paying Agent and will cease to have any responsibility or obligations under the Agreement(s), such responsibility having been assumed by UMB as successor to Bankers Trust Company.

CITY OF RIVERSIDE

Issuer/Client

By 

Title City Clerk

Date 4-5-19

Becky

**From:** Lauderman, Brad <Brad.Lauderman@iowadot.us>  
**Sent:** Friday, April 5, 2019 4:17 PM  
**To:** Becky  
**Cc:** Hucker, Bruce  
**Subject:** RE: riverside speed signs

Becky,

The MUTCD (Manual on Uniform Traffic Control Devices) audience includes, but is not limited to, State and local highway agencies, public officials, owners of private roads open to public travel, the insurance industry, law enforcement agencies, incident management personnel, maintenance personnel, academic institutions, private industry, and planning, construction, and engineering organizations.

Below, I have copied one section of the 800+ page manual that address's post and sign supports. I would suggest that the City reach out to their Engineering Dept. and/or City Attorney for advice on what type of breakaway post is required. All City's should follow the MUTCD however City's on Co. Rds. do not fall under my jurisdiction for review.

Moving forward, I will be glad to assist you with location as per our policy and the MUTCD. However, I advise you to seek guidance as to the type of sign support you can use.

**Section 2A.19 Lateral Offset**

**Standard:**

**01 For overhead sign supports, the minimum lateral offset from the edge of the shoulder (or if no shoulder exists, from the edge of the pavement) to the near edge of overhead sign supports (cantilever or sign bridges) shall be 6 feet. Overhead sign supports shall have a barrier or crash cushion to shield them if they are within the clear zone.**

**02 Post-mounted sign and object marker supports shall be crashworthy (breakaway, yielding, or shielded with a longitudinal barrier or crash cushion) if within the clear zone.**

*Guidance:*

*03 For post-mounted signs, the minimum lateral offset should be 12 feet from the edge of the traveled way. If a shoulder wider than 6 feet exists, the minimum lateral offset for post-mounted signs should be 6 feet from the edge of the shoulder.*

**Support:**

**04 The minimum lateral offset requirements for object markers are provided in Chapter 2C.**

**05 The minimum lateral offset is intended to keep trucks and cars that use the shoulders from striking the signs or supports.**

*Guidance:*

*06 All supports should be located as far as practical from the edge of the shoulder. Advantage should be taken to place signs behind existing roadside barriers, on over-crossing structures, or other locations that minimize the exposure of the traffic to sign supports.*

**Option:**

**07 Where permitted, signs may be placed on existing supports used for other purposes, such as highway traffic signal supports, highway lighting supports, and utility poles.**

Please review the MUTCD and let me know how the City would like to proceed.

He