

CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE CITY HALL COUNCIL CHAMBERS
60 N GREENE STREET
REGULAR MEETING
Monday, July 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.

6:00 P.M. Work session on site at 275 W 1st Street (Poch) to review project work in right of way

6:30 P.M. Regular meeting in council chambers

1. Call meeting to order
2. Approval of agenda
3. Consent agenda
 - a. Minutes from July 1, 2019
 - b. Expenditures for July 15, 2019
4. Committee minutes
 - a. Finance Committee – July 8, 2019 **pg. 7**
 - b. P&Z Committee – June 24, 2019 **pg. 8**
5. **Public forum.** 3 minutes per person. See guidelines for public comments at the Clerk's table.
6. PeopleService June report **pg. 9**
7. Project updates
 - a. Hwy 22 project
 - i. 275 W 1st Street discussion from work session **pg. 18**
 - ii. Approval of construction easement for tree removal **pg. 22**
 - iii. Tree removal bids
 - b. Ash\Tupelo project
 - i. Approval of construction easement for 661 Palm Street **pg. 23**
8. W61 bridge repairs **pg. 24**
9. Nuisance abatement – 181 E 4th Street
10. LED security lights
11. Set public hearing: Commercial Drive Lot 2 – Resolution #071519-01 **pg. 25**
12. Set public hearing: Commercial Drive Lot 1 - Resolution #071519-02 **pg.31**
13. Set public hearing: Site Plan Ordinance – Resolution #071519-03 **pg.33**
14. City Administrator's report **pg. 34**
15. City Council comment
16. Motion to adjourn

COUNCIL PACKET

RIVERSIDE CITY COUNCIL MEETING: July 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.

Mayor Schneider welcomed Christine Yancey, who started today as our City Administrator.

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

Schneider moved to approve the minutes of June 17th, and expenditures. Second by McGuire, passed 5-0.

Phil Richman reported that Sandra Gimple, Star Trek star, who was in town for TrekFest, wanted Council to know how impressed she was with the City and its citizens.

Bill Stukey, PeopleService gave May water report.

Ferguson Waterworks will be upgrading our Gateway Collectors to 4G. Price quote of \$6785.72 was tabled for more information on installation.

Glen Miesner, MMS Consulting updated council on street projects.

Redlinger moved to pass Resolution 070119-01; Final Acceptance of Downtown Streetscape for J&L Construction. Second by Sexton, Passed 5-0.

Sexton moved to pass Resolution 070119-02; Final pay request #11 for Downtown Streetscape in the amount of \$28,525.00. Second by Redlinger, passed 5-0.

Tupelo Street project started today. Mayor requested more notice from Contractors so City could notify homeowners.

Steve Schmidt, APEX Construction, presented Addendum to the Northern Growth development Agreement. Total lots will increase to 21, with an additional 362 lineal feet of paved street. City is waiting for Attorney review of document.

Schneider moved to pass Resolution 070119-03; Approving pay request #3 for Triple B Construction in the amount of \$111,233.15. Second by McGuire, passed 5-0.

Redlinger asked about location of School Crossing on Hwy 22. Street light signal will return on July 8th for three weeks.

Council received Penetrometer test results from Onsite Discovery on the W61 bridge approach. MMS will research options for repair. The approach to the bridge continues to lower, causing a dip at the bridge.

Mayor updated Council on location of the communications tower. Looking into TOPO reports for north of the waste water plant.

McGuire moved to pass Resolution 070119-04, transfer of \$100,000 of funds from Road Use to Capital Projects for FY 19. Second by Schneider, passed 5-0.

COUNCIL PACKET

McGuire moved to pass Resolution 070119-05; Transfer \$1,172,000 into the Capital Projects fund for FY 20. Second by Schneider, passed 5-0.

Mayor reported Finance Committee meeting is set for July 8th, at 6:30 pm with Michael Hart.

Council work session for Parks & Boat Ramp will be on August 12th at 6:30 pm.

County Supervisor Bob Yoder commended City Council for their progress on streets, meetings, and contributing to an additional deputy for northern Washington County.

Sexton moved to approve alcohol license for Copper Creek Ridge. Second by McGuire, passed 5-0.

Redlinger moved to enter into Closed Session, pursuant to Iowa Code 21.5 (1)(j) real estate at 8:23 PM. Second by Sexton, passed 5-0 Closed Session began at 8:27pm.

Sexton moved to return to open meeting at 8:38 pm. Second by Redlinger, passed 5-0.

Redlinger moved to proceed with sale of real estate. Second by Rodgers, passed 5-0.

McGuire moved to accept quote for 4G upgrades of collector towers. Second by Redlinger, passed 5-0.

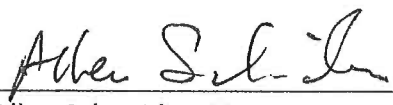
Redlinger moved to adjourn at 8:43 p.m. Second by Rodgers, passed 5-0.

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

Council Meeting – Monday, July 15, 2019 at 6:30 p.m.

ATTEST:


Becky LaRoche; City Clerk


Allen Schneider; Mayor

COUNCIL PACKET

EXPENDITURES 07/15/19					
	COUNCIL MEETING	UNPAID BILLS			
1	B&B AUTO	06 TRUCK REPAIR	110-5-210-6331	\$ 101.60	
2	BIG IRON WELDING	SIGN REPAIR	001-5-210-6331	\$ 30.54	
3	DNR	PWS WATER SUPPLY PERMIT	600-5-810-6245	\$ 113.59	
4	DOUG MICHEL ELECTRIC	HALL PK RR FANS	001-5-430-6504	\$ 673.00	
5	ECICOG	CODIFICATION	001-5-650-6499	\$ 504.00	
6	FIRE SERVICE TRAINING	HM/FF1 THOMANN	001-5-150-6354	\$ 100.00	
7	IOWA SOLUTIONS	E-MAIL	001-5-650-6497	\$ 50.00	
8	ITECH	JULYE SERVICE	001-5-650-6497	\$ 225.00	
9	ITECH	SEWER PLANT WIFI	610-5-815-9507	\$ 736.97	
10	J&S PLUMBING	A/C FIRE STATION	001-5-150-6310	\$ 249.86	
11	JOHNSON COUNTY REFUSE	JULY SERVICE	670-5-840-6499	\$ 1,874.25	
12	KIRKWOOD	FD TRAINING	001-5-150-6354	\$ 20.00	
13	LEAF	COPIER LEASE	001-5-650-6496	\$ 156.50	
14	MENARDS	PARKS	001-5-430-6325	\$ 200.89	
15	OFFICE EXPRESS	SUPPLY	001-5-650-6506	\$ 208.18	
16	RACC	TREKFEST GRANT	145-5-650-6416	\$ 12,932.42	
17	REC	SIGN	001-5-520-6510	\$ 88.70	
18	REC	SEWER	610-5-815-6371	\$ 3,433.35	
19	REC	SHOP	001-5-210-6371	\$ 36.50	
20	REC	WATER PLANT	600-5-810-6371	\$ 2,039.55	
21	REC	CASINO LIFT	610-5-815-6371	\$ 196.35	
22	REC	TRAFIC LIGHT	001-5-230-6371	\$ 147.87	\$ 5,942.32
23	RTM	FD- FUEL	001-5-150-6350	\$ 130.00	
24	SCHNOEBELEN INC	PARKS	001-5-430-6504	\$ 163.73	
25	SIMPLY TREES	JUNE STICK PICK-UP	001-5-510-6320	\$ 1,320.00	
26	SIMPLY TREES	DOWNED TREE ON TRAIL	001-5-510-6495	\$ 500.00	
27	SIMPLY TREES	HALL PARK DEAD CRAB APPLE	001-5-510-6495	\$ 135.00	
28	SIMPLY TREES	TRAIL CLEAN UP	001-5-510-6495	\$ 880.00	\$ 2,835.00
29	STANDARD PEST	JULY SERVICE	001-5-650-6310	\$ 60.00	
30	STUTSMAN, INC	PARKS	001-5-430-6320	\$ 127.00	
31	TECH SERVICES OF IOWA	FD	001-5-150-6332	\$ 48.14	
32	THE NEWS	PUBLICATIONS	001-5-650-6402	\$ 221.75	
33	VISA	U-STREAM	001-5-650-6497	\$ 105.93	
34	VISA	CITY HALL	001-5-650-6506	\$ 18.63	
35	VISA	PARKS	001-5-650-6320	\$ 29.92	
36	VISA	ADMIN SEARCH	001-5-640-6411	\$ 1,013.94	
37	VISA	8 PARK FLAGS	001-5-430-6325	\$ 441.81	\$ 1,610.23
38	WASHINGTON CO. AUDITOR	LAW CONTRACT	001-5-110-6499	\$ 23,876.00	
39	YANCEY, CHRISTINE	CELL PHONE EXP	001-5-650-6373	\$ 34.98	
40	YOTTY'S	PARKS	001-5-430-6325	\$ 8.28	
		TOTAL BILLS		\$ 53,234.23	
41	IOWA DEPT OF REVENUE	IOWA WITHHOLDINGS - 2019 JUNE		\$ 618.00	
42	IOWA DEPT OF REVENUE	IOWA SALES TAX - 2019 JUNE		\$ 910.00	
43	IOWA DEPT OF REVENUE	IOWA WET TAX - 2019 JUNE		\$ 1,545.00	
44	IPERS	CONTRIBUTIONS - 2019 JUNE		\$ 2,056.52	
45	IRS	941 TAX DEPOSIT - 2019 JUNE		\$ 3,323.54	
46	PAYROLL	PAYCHECKS - 2019 JUNE		\$ 11,524.24	
47	1ST NAT'L BANK	HEALTH SAVINGS ACCOUNT		\$ 1,125.00	
48	PAWS & MORE	2ND QTR CONTRIBUTION		\$ 234.00	
49	FP MAILING	POSTAGE		\$ 500.00	\$ 21,836.30
		TOTAL EXPENDITURES		\$ 75,070.53	
	MTD TREASURERS REPORT	6/30/2019	REVENUES	EXPENSES	BALANCE FY19
50	GENERAL FUND		\$ 9,390.09	\$ 61,042.89	\$ 1,623,648.19
51	ROAD USE TAX FUND		\$ 10,393.10	\$ 19,860.20	\$ 147,839.96
52	LOCAL OPTION SALES TAX		\$ 9,389.96	\$ -	\$ 234,540.11
53	CASINO REVENUE RUND		\$ 141,601.39	\$ 587.00	\$ 482,206.57
54	DEBT SERVICE			\$ 218,850.00	\$ -
55	CAPITAL PROJECTS FUND		\$ 100,000.00	\$ 88,393.57	\$ 21,346.36
56	WATER FUND		\$ 29,502.96	\$ 17,645.41	\$ 716,983.56
57	SEWER FUND		\$ 27,049.29	\$ 24,205.15	\$ 177,074.48
58	GARBAGE/LANDFILL FUND		\$ 1,958.72	\$ 1,874.25	\$ 9,279.57
59	STORM WATER FUND		\$ 1,521.04	\$ -	\$ 4,293.66
	TOTAL		\$ 330,806.55	\$ 432,458.47	\$ 3,417,212.46

CITY OF RIVERSIDE
 MTD TREASURERS REPORT
 AS OF: JUNE 30TH, 2019

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCURAL ENDING CASH BALANCE
001-GENERAL FUND	1,676,040.95	9,390.09	61,042.89	1,624,388.15	985.00	245.04	1,623,648.19
110-ROAD USE TAX	257,307.06	10,393.10	19,860.20	247,839.96	0.00	(100,000.00)	147,839.96
121-LOCAL OPTION SALES TAX	225,150.15	9,389.96	0.00	234,540.11	0.00	0.00	234,540.11
125-TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
145-CASINO REVENUE FUND	341,192.18	141,601.39	587.00	482,206.57	0.00	0.00	482,206.57
200-DEBT SERVICE	218,850.00	0.00	218,850.00	0.00	0.00	0.00	0.00
301-CAPITAL PROJECTS	9,739.93	100,000.00	88,393.57	21,346.36	0.00	0.00	21,346.36
600-WATER FUND	705,126.01	29,502.96	17,645.41	716,983.56	0.00	0.00	716,983.56
610-SEWER FUND	174,230.34	27,049.29	24,205.15	177,074.48	0.00	0.00	177,074.48
670-LANDEFULL/GARBAGE	9,195.10	1,958.72	1,874.25	9,279.57	0.00	0.00	9,279.57
680-STORM WATER	2,772.62	1,521.04	0.00	4,293.66	0.00	0.00	4,293.66
GRAND TOTAL	3,619,604.34	330,806.55	432,458.47	3,517,952.42	985.00	(99,754.96)	3,417,212.46

*** END OF REPORT ***

COUNCIL PACKET
 CITY OF RIVERSIDE
 POOLED CASH REPORT (FUND 999)
 AS OF: JUNE 30TH, 2019

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
001-1110	CHECKING ACCT-GENERAL FUND	1,676,040.95 (	52,392.76)	1,623,648.19
110-1110	CHECKING ACCT-ROAD USE TAX	257,307.06 (	109,467.10)	147,839.96
121-1110	CHECKING ACCT-LOST	225,150.15	9,389.96	234,540.11
125-1110	CHECKING ACCT-TIF	0.00	0.00	0.00
145-1110	CHECKING ACCT-CASINO REVENUE	341,192.18	141,014.39	482,206.57
200-1110	CHECKING ACCT-DEBT SERVICE	218,850.00 (	218,850.00)	0.00
301-1110	CHECKING ACCT-CAP PROJECTS	9,739.93	11,606.43	21,346.36
600-1110	CHECKING ACCT-WATER	705,126.01	11,857.55	716,983.56
610-1110	CHECKING ACCT-SEWER	174,230.34	2,844.14	177,074.48
670-1110	CHECKING ACCT-GARBAGE	9,195.10	84.47	9,279.57
680-1110	CHECKING ACCT-STORM WATER	<u>2,772.62</u>	<u>1,521.04</u>	<u>4,293.66</u>
TOTAL CLAIM ON CASH		<u>3,619,604.34 (</u>	<u>202,391.88)</u>	<u>3,417,212.46</u>

CASH IN BANK - POOLED CASH

999-1110	CASH IN BANK	176,501.56 (	173,136.39)	3,365.17
999-1112	PEOPLES BANK MONEY MARKET	2,533,960.52 (	43,077.01)	2,490,883.51
999-1114	HILLS BANK	222,212.14	13,738.95	235,951.09
999-1115	CB FUND	118,185.07	82.57	118,267.64
999-1116	COMMUNITY BUILDING CD #18936	288,277.08	0.00	288,277.08
999-1117	COMMUNITY BUILDING CD#18975	<u>280,467.97</u>	<u>0.00</u>	<u>280,467.97</u>
SUBTOTAL CASH IN BANK - POOLED CASH		<u>3,619,604.34 (</u>	<u>202,391.88)</u>	<u>3,417,212.46</u>

WAGES PAYABLE

999-2010	WAGES PAYABLE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
SUBTOTAL WAGES PAYABLE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOTAL CASH IN BANK - POOLED CASH		<u>3,619,604.34 (</u>	<u>202,391.88)</u>	<u>3,417,212.46</u>
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DUE TO OTHER FUNDS - POOLED CASH

999-2100	DUE TO OTHER FUNDS	<u>3,619,604.34 (</u>	<u>202,391.88)</u>	<u>3,417,212.46</u>
TOTAL DUE TO OTHER FUNDS		<u>3,619,604.34 (</u>	<u>202,391.88)</u>	<u>3,417,212.46</u>

COUNCIL PACKET
 CITY OF RIVERSIDE
 POOLED CASH REPORT (FUND 999)
 AS OF: JUNE 30TH, 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	3,417,212.46	CLAIM ON CASH	3,417,212.46	CASH IN BANK	3,417,212.46
CASH IN BANK	3,417,212.46	DUE TO OTHER FUNDS	3,417,212.46	DUE TO OTHER FUNDS	3,417,212.46
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 ***

COUNCIL PACKET

Finance Committee Meeting

July 8, 2019

Members Attending: Michael Hart (Northland), Jeremy Reynolds (Peoples), Becky LaRoche, Edgar McQuire, Tom Sexton, Allen Schneider, Chris Yancey

Michael Hart gave the following overview:

- Short term rates –interest rates are anticipated to go down
- City will need to determine long term versus liquid investments
- Reviewed the January update
- Recommended setting up fund 302 in Capital Projects for the Community Building Fund
- Recommended setting up fund 303 in Capital Projects for the Fire Department equipment
- Reviewed options for long term investments versus CD's
- Options for short term management throughout the year for liquid funds
- Keep 25% (3 months) for operating reserves
- Need to identify bonding capacity-however the goal is not to bond unless for a very large project

Jeremy-Peoples-discussion with attendees

- Responded to concern that maturing CD's interest rate went from 2.45% to 1% on one, and 2.45% to 2% with no notice to the City
- Possibility of the CD rates retroactively returning to 2.45%
- Use IPAIT benchmark for bank interest rates
- Jeremy to review the issues with the CD's and Sweep account interest rate (same as IPAIT) and to have a response by 7/12

Roundtable discussions

- CD versus Money Market
- Money Market floating rate, and is anticipated to go down. CD's are a fixed rate for a certain time period
- Research option of using Hills Bank as well as Peoples, having money at more than one location

Need to review LOST projections and increase on budget based on final numbers for FY19

COUNCIL PACKET

PLANNING & ZONING COMMISSION MEETING

RIVERSIDE CITY HALL COUNCIL CHAMBERS

60 N GREENE STREET

Tuesday, June 25, 2019, 6 p.m.

1. The meeting was called to order at 6:03 p.m. in City Hall by Chairperson Robinson.

Roll call showed the following members present. A quorum was present.

Members present:

Others present:

Kevin Kiene

Nate Robinson Allen Schneider, Mayor

Christine Kirkwood

Mike O'Leary

Becky LaRoche, City Clerk

Ralph Schnoebelen

Kris Westfall (arrived 6:10p.m.)

2. The members unanimously approved the agenda.

3. Schnoebelen moved and Kiene seconded to approve the minutes of May 28, 2019, and the members approved unanimously.

4. O'Leary moved and Kiene seconded to approve the new Site Plan Ordinance with the changes discussed. The members approved unanimously.

5. O'Leary moved and Westfall seconded to adjourn the meeting at 6:25 p.m. The next scheduled P&Z meeting will be held Tuesday, July 23, 2019, at 6 p.m. in City Hall.

Nate Robinson

Chairperson

For the next meeting:

Kiene asked about progress on wind/solar installations and volunteered to research other cities for their ordinances.

Kirkwood asked if consideration of boat ramp improvements to Hall Park would be referred to P&Z per ordinance.

The Mayor reported that the Zoning Map was progressing and would be available on schedule.



Date: July 9, 2019

To: Riverside Council

From: Bill Stuke, Operator

O & M Report: June 2019

Water Operation & Maintenance

- Well 6 was tested and flushed in preparation for tower maintenance. With the water tower going offline all bulk water will be filled from well 6 to help relieve stress on the system and high service pumps while the tower is offline. A lock box with a key has been attached to the building for fire department use. In the event of a fire the department will use this well to fill trucks.
- All water meters at the water plant were calibrated for accuracy by Automatic Systems.
- Installed a new water meter for 113 Cherry Lane and forwarded meter information to city hall.
- Lowered a curb stop for Chris Kirkwood at her request. The curb stop was sticking up about 6" and was causing issues with mowing. I will be requesting that Triple B lower all curb stops to ground level before the project is completed.
- 31 new Storz fittings were installed on remaining fire hydrants. All the hydrants that need them are now installed and all future hydrants will have them from the factory.
- Bypass tube and pressure reducing valve were installed on the high service pump for tower painting project. This will be used to maintain pressure in the system while the tower is empty. This works by allowing the pump to run constantly while maintaining a constant pressure range and allowing excess water to return to the clear well.
- Water tower was taken offline on the 24th and drained starting about 5:30 AM to reduce the impact on residents and casino. Planning was taken about three weeks ahead, so the casino could plan accordingly to expect pressure changes or fluctuations. We started the pressure at around 85 psi. This was set by previous operators based on their records and recommendations.



This however was causing excessive pressure spikes at the casino on their fire protection system. After meeting and talking with Brett I lowered the pressure to 78 psi.

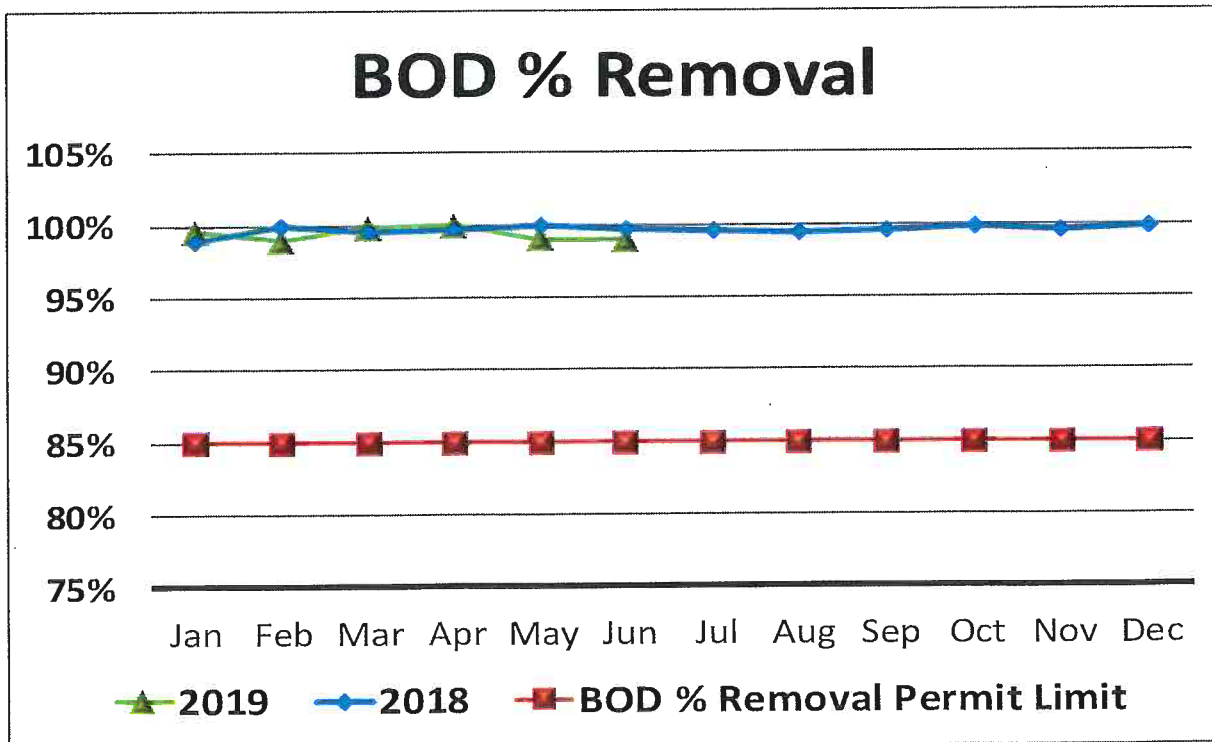
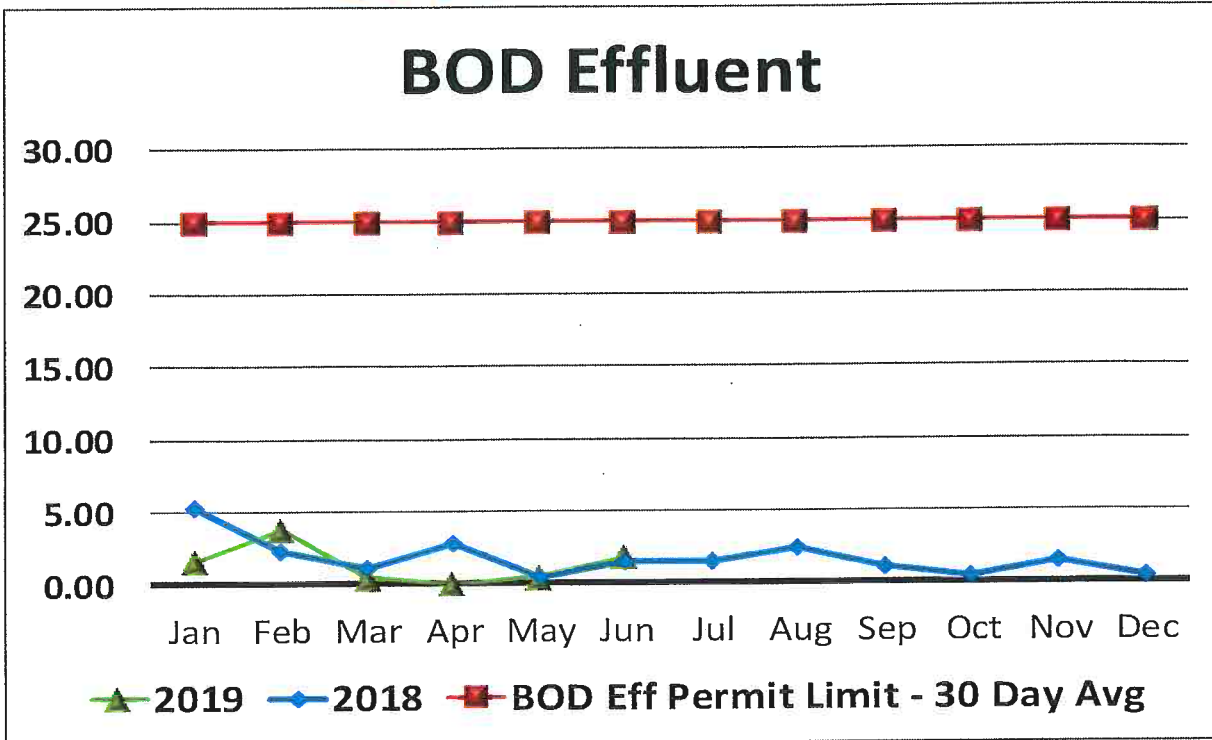
- Utility Service started pressure washing the exterior of the water tower on the 24th of June. A few hours after starting the wind was gusting at 20+ mph and got paint chips on 9 vehicles east of the tower. I was called around 6 PM and met with the owners and was able to clean most of the vehicles that night, finishing the rest the next day. I spoke with the Utility Service and they said it was their responsibility to ensure this doesn't happen and would take measure to ensure there won't be any further issues. They instructed me to let the residents know if they have any further issues to contact them.
- 31 locates, all completed.

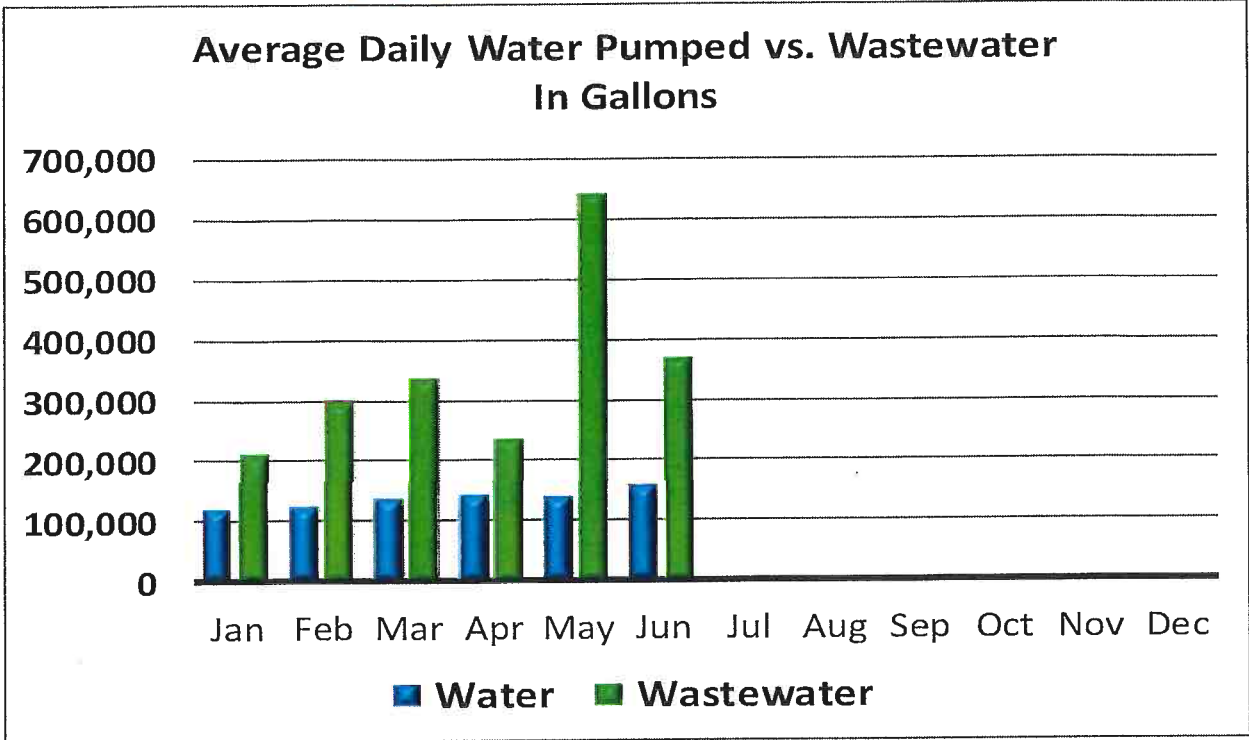
Wastewater Operation & Maintenance

- Weeds were sprayed around the lagoons and most were burned off after they died. The equalization basin and sludge storage ponds are mostly cleared. We are continuing to work on the large pond. And will be completed in July.
- 30 UV lamps were replaced in bank 1 for disinfection. There are some ballasts out and I will be getting prices on those and ordering soon.
- Coby obtained his grade 2 wastewater license.

Iowa Department of Natural Resources

- Flow meters were calibrated. This was noted on the sanitary survey for the wastewater facilities.





Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Chemical Budget	\$25,117.00	\$15,310.83	61%	100%
Maintenance Budget	\$20,931.00	\$22,097.59	106%	100%
Total	\$46,048.00	\$37,408.42	81%	100%

COUNCIL PACKET



		June-19	May-19	June-18
Water				
	Units			
Total Monthly Pumped	gallons	4,724,000	4,226,000	5,551,000
Average Daily Pumped	gallons	157,470	136,320	185,030
Maximum Daily Pumped	gallons	257,000	244,000	189,000
Minimum Daily Pumped	gallons	67,000	100,000	47,000
Chlorine				
Chlorine - Total Avg Residual Plant	mg/L	1.76	2.21	1.40
Chlorine - Total Avg Residual System	mg/L	1.27	1.43	1.53
Chlorine - Recommended Residual System	mg/L	0.30	0.30	0.30
Chlorine used	lbs	153.00	132.00	176.00
Iron				
Iron - Avg Raw	mg/L	1.89	1.63	2.58
Polyphosphate				
Polyphosphate - Avg Residual	mg/L	1.35	1.45	1.33
Polyphosphate - Recommended Residual	mg/L	0.5 - 2.0	0.5 - 2.0	0.5 - 2.0
Polyphosphate used	lbs	22.00	19.50	16.50
Water Loss				
Water Billed	gallons	3,583,046	3,152,740	3,979,944
Water used in main breaks/hydrant flushing	gallons	50,000	10,000	70,000
Water used at city buildings	gallons	89,532	150,000	10,000
Loss	gallons	19%	22%	27%
Wastewater				
BOD				
BOD Influent Avg	mg/L	166	150	450
BOD Effluent Avg	mg/L	2	0.5	2
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	98.90%	99.00%	99.66%
BOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent Avg	mg/L	118	89	364
TSS Effluent Avg	mg/L	1	1	1
TSS Effluent Permit Limit - 30 Day Avg	mg/L	30	30	30
TSS % Removal	%	98.80%	99.00%	99.86%
TSS % Removal Permit Limit	%	85%	85%	85%
Nitrogen Ammonia				
NA Effluent Avg	mg/L	0	0	0
NA Effluent Permit Limit - 30 Day Avg	mg/L	4	6	4
Influent Flow				
Total Monthly	gallons	11,178,700	19,943,100	4,712,200
Average Daily	gallons	372,623	643,325	157,073
Maximum Daily	gallons	74,310	1,388,000	304,800
Minimum Daily	gallons	203,800	254,000	108,300
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

COUNCIL PACKET



RIVERSIDE--JUNE '19

Water Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
6/22/19	First National Bank, VISA	Supplies	\$175.33
6/28/19	USA Bluebook	Wipes, Bottle	\$71.09
6/30/19	Core & Main	Storz	\$5,180.00
6/30/19	MARC	High Impact GRS	\$55.03
		Total	\$5,481.45

Water System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
6/22/19	First National Bank, VISA	Supplies	\$14.27
		Total	\$14.27

Wastewater Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
6/10/19	MidAmerican Research	Weed Killer	\$385.40
6/22/19	First National Bank, VISA	Supplies	\$51.57
6/30/19	MARC	High Impact GRS	\$55.04
6/30/19	Rhino Industries	Lift Station DeGreaser	\$610.00
		Total	\$1,102.01

Wastewater System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
6/22/19	First National Bank, VISA	Supplies	\$4.50
		Total	\$4.50

Water Plant Maintenance	\$5,481.45
Water System Maintenance	\$14.27
W/W Plant Maintenance	\$1,102.01
W/W System Maintenance	\$4.50
Month Total	\$6,602.23

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



COUNCIL PACKET



Total Maintenance Dollars Spent Year to Date	\$22,097.59
Percent Maintenance Budget Spent Year to Date	106%

COUNCIL PACKET



RIVERSIDE - JUNE '19

Water System Chemicals

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
6/12/19	Hawkins	Sodium Hypochlorite	\$382.50
6/12/19	Hawkins	Fluoride	\$138.00
6/12/19	Hawkins	Polyphosphate	\$345.90
6/12/19	Hawkins	Caustic	\$158.00
6/12/19	Hawkins	AntiScalent	\$2,770.00
		Total	\$3,794.40

Wastewater System Chemicals

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

Water System Chemicals	\$3,794.40
WW System Chemicals	\$0.00
Month Total	\$3,794.40

Annual Chemical Budget \$25,117.00

Total Chemical Dollars Spent Year to Date \$15,310.83

Percent Chemical Budget Spent Year to Date 61%

Maintenance Month Total	\$6,602.23
Chemical Month Total	\$3,794.40
Month Total	\$10,396.63

Annual Budget \$46,048.00

Total Spent Year to Date \$37,408.42

Percent Budget Spent Year to Date 81%



COUNCIL PACKET



Completed Work Order List Report

Completed	Equipment Name	Task	WO#
6/4/2019	5310-PUM-SL	ANNUAL PM	16821
6/4/2019	5310-PUM-SBR-2B	ANNUAL PM	16822
6/4/2019	5310-PUM-SBR-2A	ANNUAL PM	16823
6/4/2019	5310-PUM-SAM-2	ANNUAL PM	16826
6/4/2019	5310-LS-MAIN	MONTHLY-PM	16829
6/6/2019	5310-UV	MONTHLY PREVENTATIVE MAINTENANCE	16817
6/6/2019	5310-PUM-SBR-1B	ANNUAL PM	16824
6/6/2019	5310-PUM-SBR-1A	ANNUAL PM	16825
6/6/2019	5310-PUM-SAM-1	ANNUAL PM	16827
6/7/2019	6310-DEH	MONTHLY PREVENTATIVE MAINTENANCE	16803
6/9/2019	6310-HIGH SERVICE PUMPS 1,2,3,4	MONTHLY PREVENTATIVE MAINTENANCE	16800
6/9/2019	6310-GEN	MONTHLY PREVENTATIVE MAINTENANCE	16801
6/9/2019	6310-FE	MONTHLY PREVENTATIVE MAINTENANCE	16802
6/9/2019	5310-SCREEN	MONTHLY PREVENTATIVE MAINTENANCE	16818
6/9/2019	5310-SAMP-INF	MONTHLY PREVENTATIVE MAINTENANCE	16819
6/9/2019	5310-SAMP-EFF	MONTHLY PREVENTATIVE MAINTENANCE	16820
6/9/2019	5310-LS-5	MONTHLY-PM	16828
6/9/2019	5310-LS-4	MONTHLY-PM	16828
6/9/2019	5310-LS-3	MONTHLY-PM	16828
6/9/2019	5310-LS-2	MONTHLY-PM	16828
6/9/2019	5310-LS-1	MONTHLY-PM	16828
6/9/2019	5310-GEN	MONTHLY PREVENTATIVE MAINTENANCE	16830
6/9/2019	5310-FE	MONTHLY PREVENTATIVE MAINTENANCE	16831
6/9/2019	5310-BLOWERS 1,2,3	MONTHLY PREVENTATIVE MAINTENANCE	16832
6/12/2019	6310-CARTRIDGE FILTERS 1,2,3	MONTHLY PREVENTATIVE MAINTENANCE	16804
6/12/2019	6310-BUG FILTER 1 & 2	MONTHLY PREVENTATIVE MAINTENANCE	16805

COUNCIL PACKET

Becky

From: Mayor <mayor@cityofriversideiowa.com>
Sent: Wednesday, July 10, 2019 8:37 PM
To: becky@cityofriversideiowa.com; admin@cityofriversideiowa.com
Subject: Fwd: from Bill Poch

This can be included in the packet with other materials for the Poch agenda item.

Thank you

Begin forwarded message:

From: Bill Poch <billpoch@aol.com>
Date: July 10, 2019 at 5:44:54 PM CDT
To: mayor@cityofriversideiowa.com
Subject: from Bill Poch

Mayor Schneider,

Thank you for putting me on the agenda for this coming Monday night and also I appreciate you scheduling a 6:00 p.m. work session to discuss and observe the work being done and to be done in front of my home at 275 W. 1st. ST. which is also hiway #22.

I expect and encourage this email to be forwarded to Scott Pottorff and his MMS staff. For the purpose of the Riverside Council of being informed I am hopeful that this can be forwarded to Council and staff also. I realize this is pubic information and have no qualms of my questions and concerns being made public.

The following comments are not in any specific order and are not necessarily in order of priority. Except for my first statements.

1. It is the right decision to extend the tube to the West all the way to Boise. It is also correct to extend the tube to the East all the way to the creek, running from the North to the South. I have lived here for 20 years and the culvert has NEVER ran outside of its banks and if it is tubed with a bee hive drain it won't do it in the future.
2. Additional grading needs to be done on the highway #22 R.O.W., water stands there for weeks after a rain storm.
3. If the culvert is not tubed entirely it will constantly fill up with dirt.
4. When the company started work on the culvert I had 12" blocks holding the bank in place and the company used their back hoe bucket to tear them out and just dumped them in with the rest of the dirt as well as the asphalt drive way. I mentioned this to the MMS intern and he said he would inform Scott and that it would be removed, Its been more than 3 wks and I don't anticipate them removing this debris.
5. Scott said my drive would be completely replaced where it has been compromised. I expect this to be done from approx. 8' to 10' North of the tube work and then South all the way to the hiway.
6. As I have been told there will be another water inlet installed approx. 75' East of my drive way, if this is correct I believe the existing Elm tree will have to be removed and I am ok with this.
7. If the Council does not approve a tube to the East all the way to the creek, then I would like considered a concrete spillway

COUNCIL PACKET

- added to the end of the tube all the way to the creek.
8. It seems to me that all the ditch and culvert being done along highway #22 why on earth would the project in front of my home be done fully, completely, and the same as all other home owners along the highway ?
9. I understand that the current work has been done in accordance with the specs for the project but I would say it is important to involve home owners when work being done is on their property, from my standpoint I was not asked about water flow or my opinion and how the project could be successful to get water to the storm water inlets.
10. I am hopeful that all parties involved in this decision can look at this from a home owners standpoint and treat me the same as all the other home owners on #22. I understand this will require a change order but better to get this done correctly b/4 the contractors leave town than to try to solve this in the future.
11. This may be a moot point but Ralph Schnoebelen, the previous Engineer firm and myself went to Fairfield and discussed this project with the D.O. T. and the previous firm said the culvert in front of my home would be covered with a tube.

Sincerely,
Bill M. Poch

KON. Auto Body Drive

Bee Hive? with little water drainings

Very shallow ditch with minimal water

Hi Way #2A

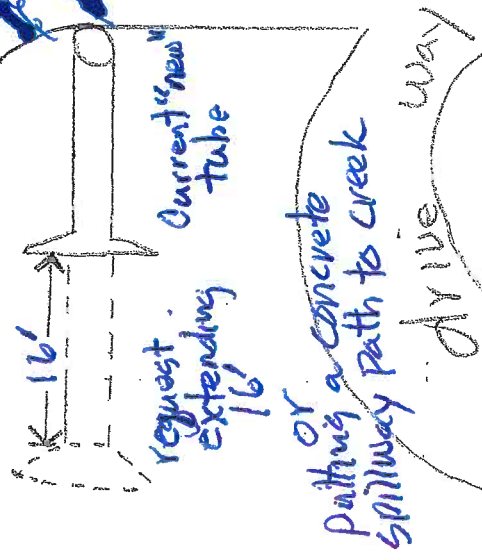
Water sits in R.O.W. on N. side



1. Suggest grading ridge off R.O.W. so water can flow to ditch
2. Suggest patting Bee Hive drains on both sides of drive
3. Hard and dangerous to mow
4. Based on "Current" lay of ditch water will not exit. Still needs dugout
5. Close entire ditch on west side.
6. Would like entire ditch on East side enclosed.

275 W. 1st St.

← Boise St.

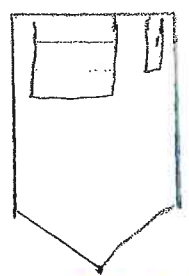


These Current wooden stakes are in right of way marking where a new storm water inlet is supposed to go, it's in the middle of an Elm tree.

Creek runs N. to S.

This drawing Not to scale

Garage



Home

Slay tree

Becky

From: Scott Pottorff <S.pottorff@mmsconsultants.net>
Sent: Wednesday, July 10, 2019 8:41 AM
To: c.slay58@gmail.com
Cc: becky@cityofriversideiowa.com; admin@cityofriversideiowa.com; mayor@cityofriversideiowa.com
Subject: Tree Removal and Grading on Your Property - Highway 22 Project
Attachments: 2245038privatepropertyagreement-slay.pdf

I think you have been contacted by the City regarding taking out a tree in the ROW in front of your house. The project originally intended to try to save the tree but once they started grading for the sidewalk in that area it became apparent that it would be difficult to save the tree. My understanding is that you are OK with the removal of that tree.

In reviewing the plans again, I realized that we also showed grading on your property behind the sidewalk. The sidewalk installation requires cutting down the grade significantly to comply with ADA regulations at the intersection. The City would like to ask for your permission to grade on your property in order to match back to existing grade behind the sidewalk. We will grade at a maximum 4:1 slope for this. We find this slope allows for mowing and maintenance.

Attached is a draft of an agreement for the City to work on your property. We have used a similar agreement on previous projects.

Please review the attached agreement and feel free to contact me with any questions. I am also available to meet with you to discuss further if needed.

[Sign up for our newsletter](#) – *We promise short, meaningful updates just six times a year.*



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

Scott Pottorff, P.E.

Project Manager

Office: (319) 351-8282

Mobile: (319) 631-0365

S.pottorff@mmsconsultants.net

www.mmsconsultants.net

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319.351.8282

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mms@mmsconsultants.net

Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

AGREEMENT TO WORK ON PRIVATE PROPERTY
HIGHWAY 22 IMPROVEMENTS PROJECT

Between
CITY OF RIVERSIDE and LARRY C. SLAY

The City of Riverside (hereinafter referred to as "City") has a public improvements project, Highway 22 Improvements Project (hereinafter referred to as "Project") in which they would like to request permission to work outside of the public right-of-way on private property. Larry C. Slay (hereinafter referred to as "Property Owner") owns property at 381 E 4th Street along the project route. The City would request to work on private property at 381 E 4th Street. Therefore the City and Property Owner agree to the following:

1. Property Owner agrees to allow the City to work outside of the public right-of-way at 381 E 4th Street. The work includes grading, and surface restoration. The work shall be completed by a contractor hired by the City and contracted to complete the work on the Project. The work is required to lower the sidewalk to meet ADA requirements.
2. City agrees to minimize the impact on private property and perform work outside the public right-of-way only as required to complete the work. All disturbed areas on private property shall be replaced with sod. The work shall include replacement of topsoil to a minimum depth of 4" below the sod.
3. City shall make every effort to ensure that the grass is established to the satisfaction of the Property Owner. The stand of grass shall be reviewed in spring 2020 to ensure Property Owner expectations are satisfied. City agrees to rectify any reasonable unsatisfactory areas in spring 2020 as requested by the Property Owner.

City of Riverside

Larry C. Slay

T:\2245\2245-038-\Easements\2245038privatepropertyagreement-slay.docx



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Land Surveyors

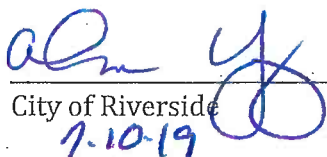
Civil Engineers

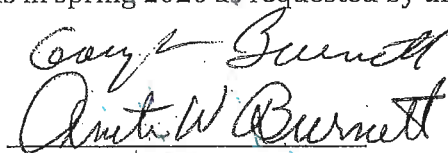
AGREEMENT TO WORK ON PRIVATE PROPERTY
ASH/TUPELO STREET IMPROVEMENTS PROJECT

Between
CITY OF RIVERSIDE and GARY AND ANITA BURNETT

The City of Riverside (hereinafter referred to as "City") has a public improvements project, Ash/Tupelo Street Improvements Project (hereinafter referred to as "Project") in which they would like to request permission to work outside of the public right-of-way on private property. Gary and Anita Burnett (hereinafter referred to as "Property Owner") own property at 661 Palm Street along the project route. The City would like to request to work on private property at 661 Palm Street. Therefore the City and Property Owner agree to the following:

1. Property Owner agrees to allow the City to work outside of the public right-of-way at 661 Palm Street. The work includes grading and surface restoration which will flatten the slope of the ditch backslope. The work shall be completed by a contractor hired by the City and contracted to complete the work on the Project.
2. City agrees to minimize the impact on private property and perform work outside the public right-of-way only as required to complete the work. The City agrees to spread a minimum of 4 inches of new topsoil in all disturbed areas on private property and install sod in all disturbed areas. It is anticipated that sod will be installed in November 2019.
3. City and Property Owner agree that the work on private property is of mutual benefit. City shall pay the Contractor for the work and Property Owner agrees to reimburse the City for half of the cost of the work up to a maximum amount of \$1,250.00.
4. City shall make every effort to ensure that the grass is established to the satisfaction of the Property Owner. The stand of grass shall be reviewed in spring 2020 to ensure Property Owner expectations are satisfied. City agrees to rectify any reasonable unsatisfactory areas in spring 2020 as requested by the Property Owner.


City of Riverside
7-10-19


Gary and Anita Burnett

T:\2245\2245-043\2245043privatepropertyagreement-burnett.docx

7-10-19

W-61

Becky

From: Jacob Thorius <thorius@co.washington.ia.us>
Sent: Friday, July 5, 2019 11:27 AM
To: 'Becky'
Cc: mayor@cityofriversideiowa.com; admin@cityofriversideiowa.com
Subject: RE: riverside

Becky-

The City still has the same options I emailed you back on June 4th for repair options.

- 1) **Asphalt Wedge:** I made a quick call to LL Pelling to get some rough numbers from them and I think an asphalt wedge would be in the \$10,000 - \$15,000 range, but could still be close to \$20,000. This all depends on the length of the wedge to get a good transition from the bridge to the rest of the pavement. To determine this, the approach pavement would need to be surveyed, but I'm thinking in the neighborhood of 60' feet. With that length and the pavement width, I'm going to guess quick that 20 tons of HMA would be needed. Like I said before, this will fix the problem for a while, how long is uncertain as the fill under the approach pavement may continue to settle out and cause another dip.
- 2) **Reconstruct the approach:** I haven't looked real hard into this, but I think a good estimate would be \$15,000 - \$30,000. Again, this depends on how far from the bridge the repair needs to go to get a smooth transition. This would fix the problem, but the new work may cause another settlement issue down the road.
- 3) **Mud jack:** This lifts the pavement with grout and has already been done once, with mixed results. There is uncertainty in how much grout is needed to do this work and I would estimate the cost to be in the \$10,000 - \$20,000 range, but again varies how much material is really needed. This would fix the problem, but could very well show up again as it has already.
- 4) **URETEX Deep Injection:** You have their estimated cost; this could be higher or lower depending on how much material is actually used in the field and will need to have the cost of flaggers/traffic control added to the estimate. This might be another \$1,500 if hired out or much less if your own forces or county forces are used (but we have to have people available). Based on past experience, the amount of material being used can be monitored and they can adjust their process if you only have \$25,000 available. As I said before, this product is not supposed to break down and helps lock the remaining material in place.
- 5) **Do nothing:** I didn't talk about this before, but you could do nothing and we keep fielding complaints. I strongly recommend against this as something will need to be done sooner or later.

I'm not sure how much money you guys have to work with. If money is available, I would recommend option #4 based on our past experiences; if money is a concern, then I would probably recommend the asphalt wedge, but you need to review options your engineer comes up with. Everything has a pro or a con, and unfortunately with bridge approaches it has been hard to eliminate the "bump" that comes from settlement and natural movement of the bridge and the approach material.

If you have further questions, let me know and I'll try to answer them.

Jacob Thorius, PE
 Washington County Engineer

From: Becky [<mailto:becky@cityofriversideiowa.com>]
Sent: Wednesday, July 03, 2019 3:33 PM
To: Jacob Thorius <thorius@co.washington.ia.us>

RESOLUTION #071519-01

**RESOLUTION TO SET THE DATE FOR PUBLIC HEARING TO
SELL LOT 2 IN RIVERSIDE INDUSTRIAL PARK**

WHEREAS, the City of Riverside, Iowa, will set the date to hold a public hearing on the sale of Lot #2, Commercial Drive, to Pro-Line Lawn Care, Inc. Hearing will be at the Riverside council meeting on August 5, 2019, which begins at 6:30 p.m., in the City Council Chambers, located at the Riverside City Hall, 60 North Greene Street, Riverside, Iowa.

Purchase price is \$166,428.98

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 _____, to approve the foregoing resolution.

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

Ayes:

Nays:

Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 15th day of July, 2019.

Signed: _____ Date: _____
Allen Schneider, Mayor

Attest : _____ Date: _____
Becky LaRoche, City Clerk

COUNCIL PACKET



RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT



This form approved by the Iowa City Area Association of REALTORS®

Date of Agreement June 20, 2019

To City of Riverside, Iowa

(SELLERS):

1. REAL ESTATE DESCRIPTION. The undersigned BUYERS hereby offer to buy real estate in Washington County, Iowa, locally known as: Lot #2, east side of Commercial Dr, Riverside (approx 2.83 acres) and FOLLOWING THE LEGAL DESCRIPTION CONTAINED IN THE TITLE DOCUMENT BY WHICH THE SELLER RECEIVED TITLE TO THE PROPERTY, SUBJECT TO APPROVAL OF BUYER'S ATTORNEY, or described as follows: per abstract

with any improvements located there on, easements of record and appurtenant servient estates, and subject to the following: (a) any zoning and other ordinances; (b) any covenants of record; (c) any easements of record for public utilities, roads and highways; and (d) None Other (consider: liens, other easements, interests of others) designated the Real Estate; provided BUYERS, on possession, are permitted to make the following use of the Real Estate: Land for development for a landscape materials company

If applicable, see HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION/COMMON INTEREST COMMUNITY ADDENDUM (HOA).

2. PURCHASE PRICE. The Purchase Price shall be \$166,428.98 (One Hundred Sixty-Six Thousand Four Hundred Twenty Eight Dollars and Ninety Eight Cents) and the method of payment shall be as follows: \$5,000.00 with this offer to be deposited upon acceptance of this offer, in the trust account of epic-Kroeger, Realtors

to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any, and the balance of the purchase price as designated below.

Select: (A) (B) and/or (C) or (D)

A. NEW MORTGAGE: Check (CONV) (FHA) or (VA)

This Purchase Agreement is contingent upon the BUYERS obtaining a written commitment for a first real estate mortgage for % of the purchase price with interest on the promissory note secured thereby of not more than % amortized over a term of not less than years, with a balloon due date of not less than years. BUYERS agree to pay no more than % for loan origination fees and points, and to pay in addition all other customary loan costs. BUYERS agree upon acceptance of this offer to immediately make application for such mortgage with a commercial mortgage lender and to exercise good faith efforts to obtain a mortgage commitment as above provided. Upon receiving written loan commitment, (supported by the lender's required appraisal), BUYERS shall release this contingency in writing. If BUYERS have not delivered a written financing contingency release containing the above terms, or terms acceptable to BUYERS on or before at (A.M. P.M. Noon) either SELLERS BUYERS may declare this Purchase Agreement null and void and all payments made hereunder shall be returned. BUYERS shall pay the balance of the purchase price at the time of the closing by combination of BUYERS' personal funds and the net mortgage proceeds.

B. CASH: BUYERS will pay the balance of the purchase price in cash at the time of closing. This Purchase Agreement is not contingent upon BUYERS obtaining such funds.

C. OTHER FINANCING TERMS:

This sale is subject to the Buyer obtaining suitable financing to the Buyer within 60 days of acceptance by the Seller of this offer to purchase.

D. If a Mortgage Assumption, Installment contract Assumption, or Installment contract Sale, see attached addendum.

3. POSSESSION. If BUYERS timely perform all obligations, possession for the Real Estate shall be delivered to BUYERS on before August 31, 2019 with any adjustments of rent, taxes, insurance, interest, and other applicable matters to be made as of the date of transfer of possession. Closing of the transaction shall occur after approval of title and vacation of the premises by the SELLERS, in the condition ready for BUYERS' possession. Possession shall not be delivered to the BUYERS until completion of the closing, which shall mean delivery to the BUYERS of all title transfer documents and receipt of the purchase price funds then due from BUYERS. If by mutual agreement the parties select a different possession or closing date, they shall execute a separate agreement setting forth the terms thereof.

4. REAL ESTATE TAXES. SELLERS shall pay all real estate taxes which are due and payable and constitute a lien against the above described Real Estate and any unpaid real estate taxes for any prior years. Except for the tax proration hereinafter set forth, BUYERS shall pay all subsequent real estate taxes. SELLERS shall also pay a prorated share of the real estate taxes for the fiscal year ending June 30, 2019, and payable in the fiscal year commencing July 1, 2019, based upon one of the following formulas; Select (A) (B) or (C).

A. Net taxes payable in the current fiscal year in which possession is given to BUYERS. (Do not select this alternative if the current year's taxes are based upon a vacant lot or partial construction assessment.)

B. Net taxes paid in the current fiscal year of possession (plus/ minus) % thereof.

C. An amount calculated based upon the assessed valuation, legislative tax rollback, and real estate tax exemptions that will actually be applicable to and used for the calculation of taxes payable in the fiscal year commencing July 1, 2019, if, at the time of closing, the tax rate is not certified, then the most current, certified tax rate shall be used.

5. SPECIAL ASSESSMENTS. Select: (A) or (B)

A. SELLERS shall pay all special assessments which are a lien on the Real Estate as of the date of closing.

B. SELLERS shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof. All other special assessments shall be paid by BUYERS.

Buyers' Initials Seller's Initials Acknowledge they have read this page.

Page 1 of 4

COUNCIL PACKET

- 6. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, automatic garage door openers and transmitter units, all drapery rods and curtain rods, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners (unless water softener is rental), automatic heating equipment, air conditioning equipment, wall-to-wall carpeting, mirrors attached to walls or doors, fireplace screen and grate, attached barbecue grills, weather vane, all built-in kitchen appliances, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and also including the following: None

Each of the above included items is a fixture that integrally belongs to or is a part of the Real Estate. In the event any of the above items are characterized as personal property, such personal property items are not considered a part of the Real Estate and shall be transferred with no monetary value, free and clear of all liens and encumbrances. The following items shall be excluded:

None

- 7. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Real Estate to BUYERS or their assigns, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in 1(a) through 1(d). Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of SELLERS continuing up to time of delivery of the deed.
- 8. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
- 9. **CONDITION OF PROPERTY.**

A. The property as of the date of this Purchase Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. The SELLERS warrant that the heating, electrical plumbing, and air conditioning systems, well (if applicable) and all included appliances will whether subject to inspection set forth hereinafter or not, be in good working order and condition as of the date of delivery of possession. In determining whether or not the warranted systems are in good working condition and, for the purpose of inspecting the property as outlined in Paragraph 9B (1) of this Purchase Agreement, working condition shall be defined as operating in a manner in which the item was designed to operate.

B. The BUYERS must choose one of the following alternatives relative to the condition and quality of the property:

1) By AM PM on _____, 20____, the BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice, including but not limited to a qualified home inspector, contractor(s), engineer(s), or other such professional(s), to determine if there are major deficiencies in the FOLLOWING MAJOR COMPONENTS of the Real Estate: central heating system, central cooling system, plumbing system, well and well water (if applicable), electrical system, roof, walls, ceilings, floors, foundation and basement. SELLERS and BUYERS acknowledge that the property may have imperfect cosmetic conditions that do not affect the working condition of the item and are not considered major deficiencies, including, but not limited to, broken seals in windows; minor tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, or chips in ceilings, walls, floors; and/or surface cracks in driveways or patios. Failure to meet present construction standards and code requirements is not considered a deficiency in the property unless it is new construction, or unless that failure produces a condition which creates an unreasonable danger or risk to the property or to its occupants. By the same date, BUYERS must notify the SELLERS in writing of any MAJOR deficiencies for which they are requesting remedies. The notification must be accompanied by a copy of a written inspection report from a qualified inspector identifying the deficiencies. SELLERS shall, within FIVE (5) calendar days after receipt of BUYERS' notification, notify the BUYERS in writing either that (1) SELLERS agree to remedy the deficiencies as requested by BUYERS, in which case this Purchase Agreement as so modified shall be binding on all parties, or (2) SELLERS do not agree to the remedy request in whole or in part and offer a counter proposal to BUYERS. Upon receipt of said counter proposal from SELLERS, the BUYERS shall have FIVE (5) days in which to accept the SELLERS' counter proposal by signing it, or to notify the SELLERS in writing that such steps are not acceptable, in which case, either SELLERS or BUYERS may declare this offer null and void, and any earnest money shall be returned to BUYERS. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM BUYERS, OR, IF BUYERS FAIL TO RESPOND TO THE SELLERS COUNTER PROPOSAL, WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS PURCHASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IF THE SELLERS FAIL TO RESPOND TO THE BUYERS' REMEDY REQUEST WITHIN THE TIME SPECIFIED HEREIN, BUYERS MAY DECLARE THE OFFER NULL AND VOID AND ALL EARNEST MONEY SHALL BE RETURNED.

2) [Signature] BUYERS acknowledge that they have been advised of their right of property inspection and have declined to make said inspection.
Initials _____

C. The BUYERS must choose one of the following alternatives relative to the presence of radon in the home:

1) By AM PM on _____, 20____, the Buyers may, at their sole expense, have the property tested for the presence of radon gas. Such test shall be conducted by an Iowa Certified Radon Specialist. Seller agrees to sign documents required for the test to be completed and agrees to cooperate with the specialist in carrying out the test. By the same date, BUYERS must notify SELLER in writing of any radon in excess of 3.9 pCi/L. The notification shall be accompanied by a copy of the written radon report. The cost of mitigation, if necessary, shall be negotiated within the time frames and remedies in paragraph 9B(1).

2) [Signature] BUYERS acknowledge that they have been advised of their right to conduct a radon test and have declined to order said test.
Initials _____

D. Septic System to be Inspected and Repaired Yes No Not Applicable Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. If applicable see the attached Septic System Inspection and Repair Addendum.

E. The BUYERS shall be permitted access to the property prior to possession or closing, whichever is sooner, in order to determine that there have been no changes in the condition of the property except those mutually agreed upon and that it is ready for BUYERS' possession. At the time of closing or possession, whichever occurs sooner, BUYERS will accept property in its present condition without further warranties or guarantees by SELLERS or BROKER concerning the condition of the property. This, however, shall not relieve the SELLERS of any liability for any condition(s) that is (are) defined as latent defect(s) or any express written warranties contained in this Purchase Agreement or other written agreement between the parties; nor shall this paragraph relieve the Sellers of any liability for any implied warranty applicable under Iowa law.

Buyers' Initials [Signature] Seller's Initials _____ Acknowledge they have read this page.

COUNCIL PACKET

- F. The inspection of any part of the property not covered in 9B(1) or the remedy of any condition not addressed in 9B(1), including but not limited to cosmetic conditions that the BUYERS require shall be addressed in Paragraph 27 of this Purchase Agreement.
- 10. **WOOD DESTROYING INSECT INSPECTION.** Select (A) or (B)
 - A. By _____ AM PM on _____, 20____, BUYERS may, at BUYERS' expense, have the property inspected for termites or other wood destroying insects by a licensed Pest Inspector. If active infestation or damage due to prior infestation is discovered, SELLERS shall have the option of either having the property treated for infestation by a licensed Pest Exterminator and having any damage repaired to the BUYERS' satisfaction, or declaring this Purchase Agreement void. This provision shall not apply to fences, trees, shrubs, or out buildings other than garages. BUYERS may accept the property in its existing condition without such treatment or repairs. **IF BUYERS ARE OBTAINING VA FINANCING, THEN THE COST OF THE TERMITE INSPECTION SHALL BE BORNE BY THE SELLERS.**
 - B. BUYERS acknowledge that they have been advised of their right of a pest inspection and have declined to make said inspection unless required by lending institution at which time said inspection would be at BUYERS' expense and the BUYER will have the same rights as under paragraph 10A if active infestation or damage due to prior infestation is discovered.
Initials
- 11. **INSURANCE.** SELLERS shall bear the risk of loss or damage to the property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Purchase Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages.
- 12. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
- 13. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to BUYERS for examination. It shall show merchantable title in SELLERS' names in conformity with this Purchase Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. If, at the time of closing there remain unresolved title objections, the parties agree to escrow from the sale proceeds a sufficient amount to protect the BUYERS' interests until said objections are corrected, allowing a reasonable time for the corrections of said objections; provided, however, that if the commercial mortgage lender of the BUYERS will not make the mortgage funds available with such escrow, the provisions for escrow for title defects shall not be applicable.
- 14. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and continuing or recaptured rights of SELLERS in the Real Estate, shall belong to SELLERS as joint tenants with full right of survivorship and not as tenants in common; and BUYERS, in the event of the death of either SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with paragraph 7.
- 15. **JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing of all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.
- 16. **REMEDIES OF THE PARTIES.**
 - A. If BUYERS fail to timely perform this contract, SELLERS may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at SELLERS' option, upon Thirty (30) days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) SELLERS may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
 - B. If SELLERS fail to timely perform this contract, BUYERS have the right to have all payments made returned to them.
 - C. BUYERS and SELLERS also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
 - D. In the event the BUYERS fail to perform their obligations hereunder and the SELLERS successfully forfeit any payments made under this contract, upon receipt by SELLERS, the SELLERS shall pay Broker one-half of the forfeited payment, said one-half not to exceed the total commission due to the Broker. In the event the SELLERS fail to perform SELLERS' obligations under this contract when required to do so, SELLERS shall pay to Broker the Broker's commission in the amount set forth in the SELLERS' Listing Agreement with the SELLERS' Broker
- 17. **STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Real Estate, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
- 18. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved by the N/A day of N/A, 20N/A, either party may declare this contract null and void, and all payments made hereunder shall be returned to BUYERS.
- 19. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.
- 20. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.
- 21. **SURVEY AND SQUARE FOOTAGE REPRESENTATION.** The BUYERS may, within 60 days of acceptance of offer, have the property surveyed at their expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. Assuming a representation for square footage has been made, BUYERS understand and agree that said representation is only an approximation of the exact number of square feet the property contains. The BUYERS have the right to obtain their own measurement of square footage.
- 22. **AGENCY DISCLOSURE.** The Listing and Selling Agents/Brokers are agents of the parties hereto as outlined below, and their fiduciary duties of loyalty and faithfulness are owed to the party they represent. However, they must treat the other party with honesty and fairness.

Buyers' Initials Seller's Initials _____ Acknowledge they have read this page.

COUNCIL PACKET

The SELLERS in this transaction are represented by:

Jeff Edberg / Lepic-Kroeger, Realtors (Agent/Brokerage Names)

E-mail: _____ Fax: _____

The BUYERS in this transaction are represented by:

Jeff Edberg / Lepic-Kroeger, Realtors (Agent/Brokerage Names)

E-mail: _____ Fax: _____

If Agent (including Appointed Agency) and/or Brokerage (including Consensual Dual Agency) Names are shown as representing both parties, a detailed explanation of representation shall be attached. Further, the BUYERS and SELLERS acknowledge that prior to signing this Purchase Agreement that their respective Listing or Selling Agent made a written disclosure of type of representation being provided.

23. RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT. [] The Buyer(s) acknowledge receipt of the Residential Property Seller Disclosure Statement prior to executing this Purchase Agreement. A copy of the Residential Property Seller Disclosure Statement is attached to the Purchase Agreement. [x] Not Applicable

24. NOTICE. Any notice required under this Purchase Agreement shall be in writing and shall be deemed effective if to BUYERS when physical delivery is received by BUYERS or by BUYERS' Agent, and effective to SELLERS when physical delivery is received by SELLERS or SELLERS' Agent. Physical delivery may be either by personal delivery or upon the date of the posting of said notice posted by Certified Mail. As an alternative to physical delivery, any signed document or written notice may be delivered to the respective principal's agent, as set forth in Paragraph 22 herein, in electronic form by facsimile or e-mail. The facsimile or e-mail delivery confirmation shall constitute notice of delivery. Documents with original signatures shall be provided, by the agent, to their principal.

For the SELLERS: Allen Schneider, Mayor

Address: 21 E 1st St, Riverside, Iowa 52327

For the BUYERS: Mike Lombard

Address: 3127 130th Street, Riverside, Iowa 52327

- 25. REPRESENTATIONS. It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein or endorsed in writing.
26. COUNTER PARTS CLAUSE. All parties agree to be bound to this contract even if every party does not sign on one original, as long as each copy that is signed is identical to every other signed copy.
27. OTHER PROVISIONS.

Please see attached Addendum A

28. TIME FOR ACCEPTANCE. If this offer is not accepted by SELLERS on July 1, 2019, at 7:00pm ([] A.M. [x] P.M. [] Noon) it shall become void and all payments shall be repaid to the BUYERS.

*** THIS IS A LEGAL, BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE ***

The undersigned have read and agreed to the terms and conditions of this purchase agreement.

DATED: _____, 20____, at _____ ([] A.M. [] P.M. [] Noon).

BUYER (PRINT) _____

BUYER (PRINT) _____

BUYER (SIGNATURE) [Signature]

BUYER (SIGNATURE) _____

This offer is accepted: _____, 20____, at _____ ([] A.M., [] P.M.).

SELLER (PRINT) _____

SELLER (PRINT) _____

SELLER (SIGNATURE) _____

SELLER (SIGNATURE) _____

For information only.

The Seller(s) acknowledge receipt of the offer _____ (DATE) _____ (TIME) _____ (INITIALS)

Addendum A

This Addendum is to that certain Purchase Agreement first dated June 6, 2019 for the purchase of 2 lot of approximately 2.83 acres total and identified as Parcel ID 0409451010 from the City of Riverside and Mike Lombard. In addition to the terms and conditions contained in the Purchase Agreement, the Parties agree to the following terms and conditions:

- This sale is subject to the Buyer rezoning the property to a zone that will allow exterior storage of landscape materials and a beauty salon within 60 days of acceptance of this Agreement by the Seller. If zoning is not obtained, this sale shall be voided, and earnest money returned to the Buyer.
- Buyer shall have a site plan review by the City acceptable to the City.
- Seller agrees to pay Lepic-Kroeger, Realtors a commission of 4% of the purchase price at closing.
- Buyer agrees to cooperate with the property directly to the north regarding parking and agrees to share parking when necessary.

The parties acknowledge receipt of a copy of the Purchase Agreement together with this Addendum A.

Buyer:



Mike Lombard / Date

Seller:

Allen Schneider, Mayor City of Iowa City Manager / Date

RESOLUTION #071519-02

**RESOLUTION TO SET THE DATE FOR PUBLIC HEARING TO
SELL LOT 1 IN RIVERSIDE INDUSTRIAL PARK**

WHEREAS, the City of Riverside, Iowa, will set the date to hold a public hearing on the sale of Lot #1, 11 Commercial Drive, to Copper Creek Ridge, LLC. Hearing will be at the Riverside council meeting on August 5, 2019, which begins at 6:30 p.m., in the City Council Chambers, located at the Riverside City Hall, 60 North Greene Street, Riverside, Iowa.

Purchase price is \$40,000.00

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 _____, to approve the foregoing resolution.

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

Ayes:

Nays:

Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 15th day of July, 2019.

Signed: _____ Date: _____
Allen Schneider, Mayor

Attest : _____ Date: _____
Becky LaRoche, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement is entered into on July 5, 2019, between:

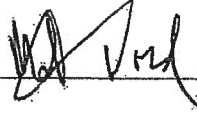
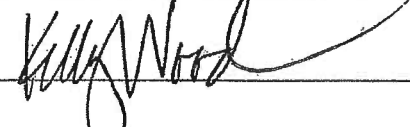
COPPER CREEK RIDGE, ^{LLC} Matt and Kelly Wood ("Buyer"), and CITY OF RIVERSIDE ("Seller").

- 1. Purchase Agreement. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the property located at 11 Commercial Drive, Riverside, IA 52327 (the "Property").
- 2. Legal Description. The Property is legally described as follows: Parcel ID 0409451009 EASTSIDE COMM SITE SD LOT 3D OF 3B.
- 3. Purchase Price. The total purchase price for the Property is \$40,000 ("Purchase Price") which will be paid at closing.

Each of the undersigned has caused this bill of sale and assignment and assumption agreement to be duly executed and delivered as of the date first written above.

BUYER:

_____ COPPER CREEK RIDGE, ^{LLC} _____

By:  

Name: MATT WOOD and KELLY WOOD

Title: OWNERS DATE: 7/5/19

SELLER:

_____ CITY OF RIVERSIDE _____

By: _____

Name: ALLEN SCHNEIDER

Title: MAYOR DATE: _____

RESOLUTION #071519-03

**RESOLUTION TO SET THE DATE FOR PUBLIC HEARING
FOR RIVERSIDE CODE OF ORDINANCE
CHAPTER 167 – SITE PLAN REQUIREMENTS**

WHEREAS, the City of Riverside, Iowa, will set the date to hold a public hearing on the addition of Chapter 167, Site Plan Requirements to the City of Riverside Code of Ordinance . Hearing will be at the Riverside council meeting on August 5, 2019, which begins at 6:30 p.m., in the City Council Chambers, located at the Riverside City Hall, 60 North Greene Street, Riverside, Iowa.

WHEREAS, Planning and Zoning Committee has approved Site Plan Ordinance on June 24, 2019.

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 _____, to approve the foregoing resolution.

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

Ayes:

Nays:

Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 15th day of July, 2019.

Signed: _____ Date: _____
Allen Schneider, Mayor

Attest : _____ Date: _____
Becky LaRoche, City Clerk

COUNCIL PACKET

City of Riverside
Administrator Report
July 15, 2019

Staff is holding daily meetings from 8:00-8:15, 8:30 to discuss the tasks for the day and any updates on projects. Weekly meetings with the mayor with staff are taking place as well on Wednesdays.

Residents along the Highway 22 project were notified of the curb and gutter project beginning July 15th of limited or no access to their driveway until the project is completed. The contractor is anticipating 2-3 weeks.

So far two of the three easements have been obtained for current projects.

I attended a TIF workshop on July 11th sponsored by the Iowa Department of Management.

The Finance Committee meeting on July 8th was very informative. Further discussions will be on the amount to invest for liquid versus long term investments, once staff has finalized available funds.

There will now be weekly on site project update meetings with the contractor, engineer and city staff on Wednesdays at 10:00 a.m. for the Hwy 22 project. Staff was notified this week to attend.

The meeting with ECICOG regarding code updates is July 17th. Please provide any comments to staff prior to that date and time.

I reviewed the findings of the last audit with the City Clerk and the following has been implemented or is in process:

- Bank reconciliations are now reviewed and signed off by me and a member of City Council.
- I am working with Becky to have a monthly procedure with the Incode system for reconciling utility billing with output versus billed, collections and delinquent accounts.
- Staff and I are creating a policy and procedures manual for the computer and accounting systems.
- I am reviewing the payroll and accounts payable documents prior to processing.

I drove around the entire community (where passable) making note of nuisances. I will be sending out the initial letters to homeowners to get the process started. I understand there are some ongoing issues that I will be looking for council direction, once of which is on the agenda for council discussion. I did see a few areas of concern.

I am looking forward to getting to know more about the community and the people. So far it has been great!