

**CITY OF RIVERSIDE COUNCIL MEETING AGENDA**  
**RIVERSIDE CITY HALL COUNCIL CHAMBERS**  
**60 N GREENE STREET**  
319-648-3501  
admin@cityofriversideiowa.com  
REGULAR MEETING  
Monday, May 18, 2020 – 6:00 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 5-4-2020
  - b. Expenditures for 5-18-2020
  - c. Liquor license refund Riverside Travel Mart
4. People Service Report **9**
5. Approve vacation days for City Administrator: May 26, June 22-June 26 **17**
6. Public Hearing for Budget Amendment **19**

Due to Governor mandates of meetings of ten people or less, please call city hall to request to speak to council in person or electronically. If electronic, the mayor will announce your time to address council.

**Please join my meeting from your computer, tablet or smartphone.**

<https://www.gotomeet.me/ChristineYancey>

**You can also dial in using your phone.**

United States (Toll Free): 1 877 309 2073

United States: +1 (571) 317-3129

**Access Code:** 546-449-693

7. Resolution #051820-01 Budget Amendment FY19-20
8. 4<sup>th</sup> Street Project
  - a. Resolution #051820-02 Pay request #1 J&L Construction **21**
9. Ash/tupelo Project
  - a. Resolution #051820-03 Change Order #5 \$200.00 Curb Stop **25**
  - b. Resolution #051820-04 Change Order #6 \$2,180.00 Beehive Rim Elevations **28**
  - c. Resolution #051820-05 Professional Services Agreement Amendment #1 **31**
10. Resolution #051820-06 Accounting Services for Payroll Review-Software Set Up **33**
11. Resolution #051820-07 Tower Site Lease with Washington County for E911 radio service **36**

**CITY OF RIVERSIDE COUNCIL MEETING AGENDA  
RIVERSIDE CITY HALL COUNCIL CHAMBERS  
60 N GREENE STREET**

12. Resolution #051820-08 Agreement with Engie for Water Treatment Sludge Disposal 46
13. Resolution #051820-09 Approve payment to American Response Vehicles for contract cancellation 56
14. Discussion on possible opening of city hall 58
15. Discussion on tri-city pop up food pantry 78
16. Discussion on possible changes to noise ordinance 79
17. Closed session per Chapter 21.5 (c) for possible litigation
18. Motion to adjourn

This meeting is open to the public. However, due to recent directive from Governor Reynolds to increase social distancing, we encourage the public to submit their comments in advance. Comments can be submitted by email to [admin@cityofriversideiowa.com](mailto:admin@cityofriversideiowa.com) or by phone to 319- 648-3501. Written comments may also be left in the City Hall drop box up to the start of the meeting. Members of the public who want to attend in person may be asked to make accommodations to conform to social distancing guidelines as best we can. The meeting will be recorded and can be viewed by visiting the city web site at [www.riversideiowa.gov](http://www.riversideiowa.gov).

## COUNCIL PACKET

RIVERSIDE CITY COUNCIL MEETING: May 4, 2020

The Riverside City Council meeting opened at 6:00 pm in City Hall with Mayor Allen Schneider requesting roll call. Council members present were: Tom Sexton, Andy Rodgers, Edgar McGuire, and Lois Schneider. Jeanine Redlinger was absent.

Motion by Sexton to approve agenda with moving Trekfest 2020 to #3. Second by McGuire, passed 4-0.

Kevin Rodgers, RACC president discussed cancelling Trekfest on June 26<sup>th</sup> and 27<sup>th</sup>.

Sexton moved to cancel Trekfest 2020 due to the Covid-19 virus restrictions. Second by McGuire, passed 4-0.

Rodgers moved to approve the minutes of April 20<sup>th</sup>, 2020, expenditures, and liquor license for Casey's #2629 and Kum & Go. Second by Schneider, passed 4-0.

Jeremy Peck, Washington Co. EMS Director, and Jack Seward, Washington Co. Supervisor, were in attendance to discuss Ambulance Service for Washington County.

Council decided to postpone Ambulance Service for six months to give the county time to get new service running, and how they may be able to reduce response time to Riverside. City will keep discussions open with the County service.

Schneider moved to have Administrator Yancey work with RVFD to check on the ability to cancel contract for the new ambulance truck purchase. Second by Rodgers, passed 4-0.

Council reviewed Resolution 01202014-1, Policies, procedures, and costs for examining City's open records.

McGuire moved to pass Resolution #050420-01, Setting the date for a public hearing to amend FY 19-20 budget on May 18<sup>th</sup>, 2020. Second by Rodgers, passed 4-0.

McGuire moved to pass Resolution #050420-02, Approving certification of lien for nonpayment of water service. Second by Sexton, passed 4-0.

Council considered the requested closing of sidewalk during construction of retaining wall.

Sexton moved to grant resident 30 calendar days to complete the project, notifying City of start date. Second by Schneider, passed 4-0.

Council reviewed Noise Ordinance clarifications for the present Code codification process.

Rodgers moved to approve purchase of flowers for City planters and hanging baskets in the amount of \$705.00. Second by Schneider, passed 4-0.

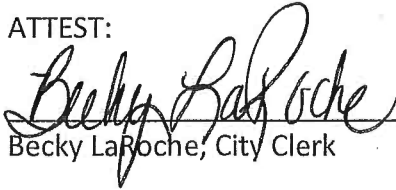
COUNCIL PACKET


McGuire moved to adjourn at 9:08 p.m. Second by Rodgers, passed 4-0.

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

Council Meeting – Monday, May 18<sup>th</sup>, 2020 at 6:00 p.m.

ATTEST:

  
Becky LaRoche, City Clerk

  
Allen Schneider; Mayor

## COUNCIL PACKET

EXPENDITURES 05-20-20				
1	<b>COUNCIL MEETING</b>	<b>UNPAID BILLS:</b>		
2	CITY OF KALONA	POP-UP FOOD PANTRY	001-5-520-6510	\$ 350.00
3	FIRE CAT	RVFD	002-5-150-6356	\$ 1,507.20
4	GRAYBILL	SIREN REPAIRS	002-5-150-6310	\$ 2,395.00
5	HENRY SCHEIN	EMS SUPPLY	002-5-150-6375	\$ 19.50
6	IOWA PAPER	PARKS	001-5-430-6325	\$ 213.55
7	IOWA SOLUTIONS	COMPUTER SUPPORT	001-5-650-6497	\$ 988.30
8	JOHNSON CO REFUSE	APRIL GARBAGE CARTS	670-5-840-6499	\$ 7,167.00
9	KALONA AUTO	SHOP	001-5-210-6331	\$ 7.88
10	KALONA AUTO	PARKS	001-5-430-6504	\$ 38.82
11	KALONA AUTO	RFVD	002-5-150-6352	\$ 15.96
12	KALONA AUTO	WELCOME SIGN	.001-5-520-6510	\$ 249.26
13	KALONIAL LAWN CARE	ROLL BALL FIELDS	001-5-430-6320	\$ 375.00
14	KUENSTER HEATING	SHOP A/C	001-5-210-6417	\$ 75.00
15	KUENSTER HEATING	SEWER A/C	610-5-815-6507	\$ 408.77
16	KUENSTER HEATING	40 E 2ND ST	001-5-470-6310	\$ 156.42
17	KUENSTER HEATING	CITY HALL A/C	001-5-650-6310	\$ 182.28
18	LEAF	COPIER LEASE	001-5-650-6496	\$ 156.50
19	LL PELLING	STREETS	110-5-210-6417	\$ 16,742.85
20	MENARDS	PARKS	001-5-430-6504	\$ 237.54
21	MENARDS	CITY HALL	001-5-650-6506	\$ 47.98
22	METER-TOLEDO	SEWER PLANT SCALE TEST	610-5-815-6374	\$ 371.56
23	MMS	4TH STREET	301-5-750-6777	\$ 3,281.48
24	MMS	DOLLAR GENERAL	001-5-650-6407	\$ 323.75
25	MMS	NORTHERN HEIGHTS	301-5-750-6784	\$ 6,232.61
26	MMS	ASH ST	301-5-750-6789	\$ 4,299.81
27	NEWS	PUBLICATIONS	001-5-650-6402	\$ 909.38
28	OFFICE EXPRESS	CITY HALL	001-5-650-6506	\$ 149.32
29	PSC DIST.	PARKS	001-5-430-6325	\$ 176.51
30	REC	SIGN	001-5-520-6510	\$ 83.40
31	REC	LIFT STATION	610-5-815-6371	\$ 59.15
32	REC	W/W PLANT	610-5-815-6371	\$ 3,516.60
33	REC	SHOP	001-5-210-6371	\$ 36.50
34	REC	WATER PLANT	600-5-810-6371	\$ 2,471.10
35	REC	TRAFIC LIGHT	001-5-230-6371	\$ 160.08
36	REC	CASINO L/S	610-5-815-6371	\$ 158.45
37	RELION INSURANCE	ANNUAL RENEWAL	001-5-650-6400	\$ 62,201.00
38	RIVERSIDE GRAIN	GRASS SEED	001-5-430-6320	\$ 59.50
39	SCHNOEBELEN INC	PARKS	001-5-430-6504	\$ 127.44
40	SINCLAIR	JD MOWER	001-5-430-6504	\$ 176.65
41	STANDARD PEST CONTROL	CITY BUILDINGS	001-5-650-6310	\$ 60.00
42	TOBIAS YODER	47 PLANTER FLOWERS	145-5-650-6430	\$ 705.00
43	VISA	PARKS	001-5-430-6325	\$ 22.60
44	VISA	CLERK MEETING	001-5-650-6240	\$ (175.00)
45	VISA	POSTAGE	001-5-650-6508	\$ 37.25
46	VISA	C. HALL DOOR	001-5-650-6310	\$ 21.72
47	VISA	UNIFORMS	001-5-430-6181	\$ 150.96
48	VISA	GoToMeeting BUSINESS	001-5-650-6495	\$ 5.60
49	WA CO RECORDER	RECORDS	001-5-650-6401	\$ 17.00
50	*****	<b>TOTAL BILLS</b>		<b>\$ 116,974.23</b>
52		<b>PAID BILLS:</b>		
53	IOWA DEPT OF REVENUE	IOWA WITHHOLDINGS - 2020 APRIL	\$ 676.00	
54	IOWA DEPT OF REVENUE	IOWA SALES TAX - 2020 APRIL	\$ 796.00	
55	IOWA DEPT OF REVENUE	IOWA WET TAX - 2020 APRIL	\$ 1,419.00	
56	IPERS	CONTRIBUTIONS - 2020 APRIL	\$ 2,641.68	
57	IRS	941 TAX DEPOSIT - 2020 APRIL	\$ 2,889.14	
58	PAYROLL	PAYROLL - 2020 APRIL	\$ 13,044.79	
59	1ST NAT'L BANK	HEALTH SAVINGS ACCOUNT	\$ 1,500.00	
60		TOTAL PAID BILLS		\$ 22,966.61
61	*****	<b>TOTAL EXPENDITURES</b>		<b>\$ 139,940.84</b>
63	"001"	GENERAL FUND	\$ 67,622.19	
64	"002"	FIRE DEPT.	\$ 3,937.66	
65	"110"	ROAD USE FUND	\$ 16,742.85	
66	"145"	CASINO FUNDS	\$ 705.00	
67	"200"	DEBT SERVICE	\$ -	
68	"301"	CAPITAL PROJECTS	\$ 13,813.90	
69	"600"	WATER FUND	\$ 2,471.10	
70	"610"	SEWER FUND	\$ 4,514.53	
71	"670"	LANDFILL	\$ 7,167.00	
72	*****	<b>TOTAL EXPENDITURES BY FUND</b>	<b>\$ 116,974.23</b>	
73				

## COUNCIL PACKET

74			REVENUES	EXPENSES	BALANCE
75	MTD TREASURERS REPORT	4/30/2020			
76	GENERAL FUND		\$ 420,689.46	\$ 66,140.01	\$ 503,470.51
77	FIRE DEPT FUND		\$ -	\$ 7,900.42	\$ 106,420.42
78	ROAD USE TAX FUND		\$ 11,564.60	\$ -	\$ 180,522.86
79	LOCAL OPTION SALES TAX		\$ 8,330.20	\$ -	\$ 232,026.51
80	CASINO REVENUE RUND		\$ 70,807.29	\$ 5,577.26	\$ (200,510.31)
81	DEBT SERVICE		\$ -	\$ -	\$ 221,750.00
82	CAPITAL PROJECTS FUND		\$ 1,753.06	\$ 33,275.87	\$ 910,340.06
83	COMMUNITY CENTER FUNDS		\$ 1,902.68	\$ -	\$ 904,936.47
84	WATER FUND		\$ 27,159.93	\$ 16,485.55	\$ 493,155.62
85	SEWER FUND		\$ 26,642.21	\$ 17,974.03	\$ 246,971.97
86	GARBAGE/LANDFILL FUND		\$ 6,558.65	\$ 7,120.75	\$ 8,941.32
87	STORM WATER FUND		\$ 1,477.85	\$ -	\$ 1,305.68
88	<b>TOTAL</b>		<b>\$ 576,885.93</b>	<b>\$ 154,473.89</b>	<b>\$ 3,609,331.11</b>

CITY OF RIVERSIDE  
 MTD TREASURERS REPORT  
 AS OF: APRIL 30TH, 2020

JND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCUAL ENDING CASH BALANCE
001-GENERAL FUND	148,921.06	420,689.46	66,140.01	503,470.51	( 87.32)	( 856.04)	502,701.79
002-FIRE DEPARTMENT	114,320.84	0.00	7,900.42	106,420.42	0.00	0.00	106,420.42
110-ROAD USE TAX	168,958.26	11,564.60	0.00	180,522.86	0.00	0.00	180,522.86
121-LOCAL OPTION SALES TAX	223,696.31	8,330.20	0.00	232,026.51	0.00	0.00	232,026.51
125-TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
145-CASINO REVENUE FUND	( 265,740.34)	70,807.29	5,577.26	200,510.31	0.00	0.00	( 200,510.31)
200-DEBT SERVICE	221,750.00	0.00	0.00	221,750.00	0.00	0.00	221,750.00
801-CAPITAL PROJECTS	941,862.87	1,753.06	33,275.87	910,340.06	0.00	0.00	910,340.06
802-COMMUNITY CENTER FUNDS	903,033.79	1,902.68	0.00	904,936.47	0.00	0.00	904,936.47
600-WATER FUND	482,481.24	27,159.93	16,485.55	493,155.62	0.00	0.00	493,155.62
510-SEWER FUND	238,303.79	26,642.21	17,974.03	246,971.97	0.00	0.00	246,971.97
570-LANDFILL/GARBAGE	9,503.42	6,558.65	7,120.75	8,941.32	0.00	0.00	8,941.32
680-STORM WATER	( 172.17)	1,477.85	0.00	1,305.68	0.00	0.00	1,305.68
<b>GRAND TOTAL</b>	<b>3,186,919.07</b>	<b>576,885.93</b>	<b>154,473.89</b>	<b>3,609,331.11</b>	<b>( 87.32)</b>	<b>( 856.04)</b>	<b>3,608,562.70</b>

COUNCIL PACKET

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

**COUNCIL PACKET**

CITY OF RIVERSIDE

POOLED CASH REPORT (FUND 999)

AS OF: APRIL 30TH, 2020

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
001-1110	CHECKING ACCT-GENERAL FUND	148,921.06	353,780.73	502,701.79
002-1110	CHECKING ACCT-FIRE DEP.	114,320.84 (	7,900.42)	106,420.42
110-1110	CHECKING ACCT-ROAD USE TAX	168,958.26	11,564.60	180,522.86
121-1110	CHECKING ACCT-LOST	223,696.31	8,330.20	232,026.51
125-1110	CHECKING ACCT-TIF	0.00	0.00	0.00
145-1110	CHECKING ACCT-CASINO REVENUE	( 265,740.34)	65,230.03 (	200,510.31)
200-1110	CHECKING ACCT-DEBT SERVICE	221,750.00	0.00	221,750.00
301-1110	CHECKING ACCT-CAP PROJECTS	941,862.87 (	31,522.81)	910,340.06
302-1110	COMMUNITY CENTER FUNDS	903,033.79	1,902.68	904,936.47
500-1110	CHECKING ACCT-WATER	482,481.24	10,674.38	493,155.62
510-1110	CHECKING ACCT-SEWER	238,303.79	8,668.18	246,971.97
570-1110	CHECKING ACCT-GARBAGE	9,503.42 (	562.10)	8,941.32
580-1110	CHECKING ACCT-STORM WATER	( 172.17)	1,477.85	1,305.68
TOTAL CLAIM ON CASH		3,186,919.07	421,643.32	3,608,562.39

CASH IN BANK - POOLED CASH

999-1110	CASH IN BANK	426,103.94 (	199,437.49)	226,666.45
999-1112	PEOPLES BANK MONEY MARKET	1,483,730.63	602,364.27	2,086,094.90
999-1114	HILLS BANK	120,484.11	15,031.11	135,515.22
999-1115	CB FUND	101,540.34	0.00	101,540.34
999-1116	COMMUNITY BUILDING CD #18936	293,524.20	1,902.68	295,426.88
999-1117	COMMUNITY BUILDING CD#18975	287,102.59	0.00	287,102.59
999-1118	WATER RESERVES CD#921190	253,566.60	1,782.75	255,349.35
999-1119	COMMUNITY BUILDING CD#19068	220,866.66	0.00	220,866.66
SUBTOTAL CASH IN BANK - POOLED CASH		3,186,919.07	421,643.32	3,608,562.39

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		3,186,919.07	421,643.32	3,608,562.39
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DUE TO OTHER FUNDS - POOLED CASH

999-2100	DUE TO OTHER FUNDS	3,186,919.07	421,643.32	3,608,562.39
TOTAL DUE TO OTHER FUNDS		3,186,919.07	421,643.32	3,608,562.39





State of Iowa  
**ALCOHOLIC BEVERAGES DIVISION**  
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- > Refund Application**
- > Applicant Signature
- > Local Endorse

## Refund Application LE0002987, Riverside Travel Mart, Riverside

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.  
The navigation links on the top may also be used to move around the application.

Last Day of Business:

This request is for:

(Refunds are made for full unused quarters only)

Owner:

Refund Address:

Refund Address Line 2:

Refund City:

State:

Refund Zip:

Federal Employer ID#:

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### Contact Us

Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road, Ankeny, IA 50021  
Toll Free 866.IowaABD (866.469.2223)  
Local 515.281.7400

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Alcoholic Beverages Division. All Rights Reserved.

*5/18/20  
C Meet.*

# Applicant Signature LE0002987, Riverside Travel Mart, R

Complete the information below and click Finish to complete the application.  
Note that the license fees will only be withdrawn from accounts after the ABD approves the license.

This application must be completed by a person listed in the Ownership Section.  
I hereby declare that all information contained in the Application is true and correct. I understand that misrepresentation of material fe  
under Iowa law. I further understand that, as a condition of receiving a license, the licensed premises is subject to inspection during t

**NOTE: The Applicant's Name must match one of the owner's names from the Ownership screen.**

Applicant's Name:

Date:

COUNCIL PACKET

License effective date:

From the Alcoholic Beverage Division: \$ 2,020.00

From your Local Authority: \$ 100.00

Please print a copy of this page for your records before clicking the "FINISH" button.

## COUNCIL PACKET



Date: May 12, 2020

To: Riverside Council

From: Bill Stukey, Operator

O & M Report: April 2020

### **Water Operation & Maintenance**

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- I came in after hours on the 14<sup>th</sup> and monitored the water tower level due to a power outage from Alliant Energy. Outages make the communication between the water plant and the tower to fail. If there is no communication between the two, the plant will not be able to automatically fill the tower. I manually filled the tower before power was restored. Once power was restored, the communication was reestablished, and alarms were reset.
- Stevens Erosion Control had struck a curb stop at 700 Ash St. I have spoken with the homeowner and awaiting parts to fix the curb stop box.
- I lowered the curb stop box at 116 Cherry Ln. per request of the homeowner.
- One of the chlorine pumps was leaking at the water plant. I found a small pin hole in the air relief line on the pump and replaced the line and all fittings on the air release line.
- 25 regular locates and 2 emergency locates all completed.

### **Wastewater Operation & Maintenance**

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- Sludge lagoon was decanted to lower the water level to make room for more capacity and to obtain access for sludge coring.
- I obtained water and sludge level of the north pond for University of Iowa use. The current depth is about 28" with 8-10" of silt on the bottom.
- Cleared some brush and a fallen tree at the wastewater plant that was blocking access to part of the lagoon. A tree fell late last year and was laying on the top of the lagoon dike.
- Lagoon riprap was sprayed for weed control.

## COUNCIL PACKET

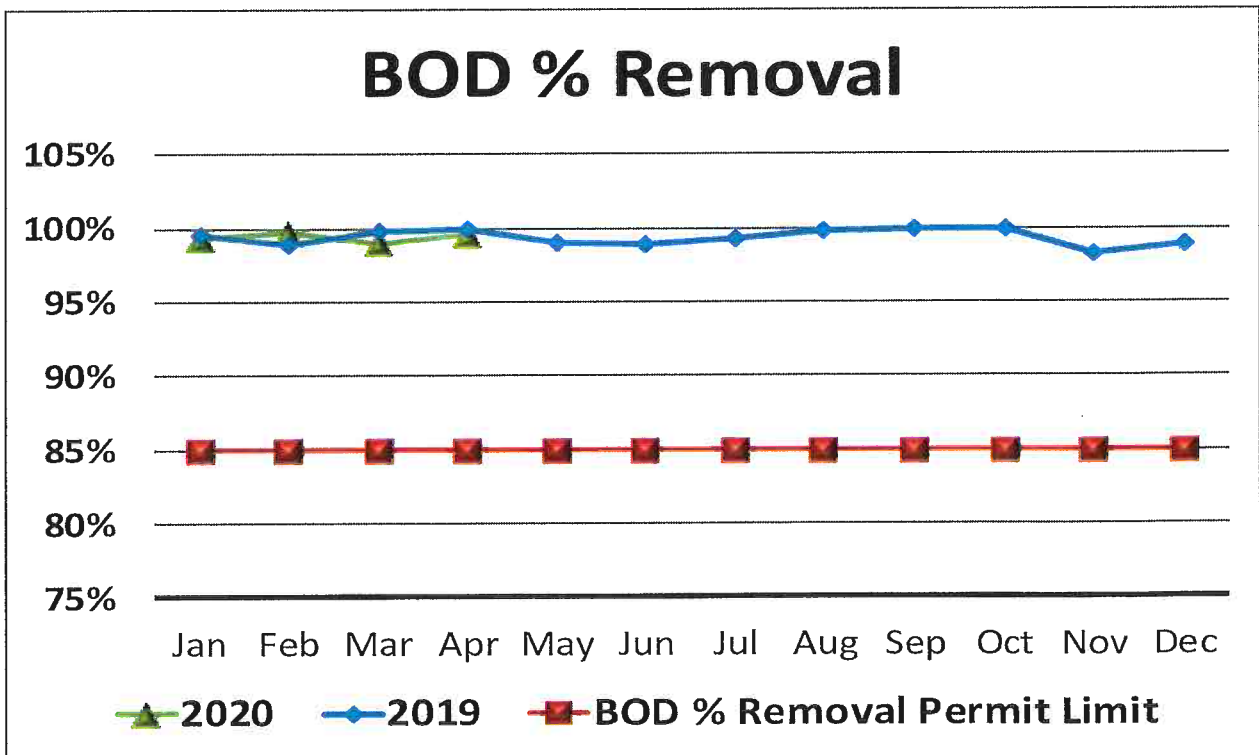
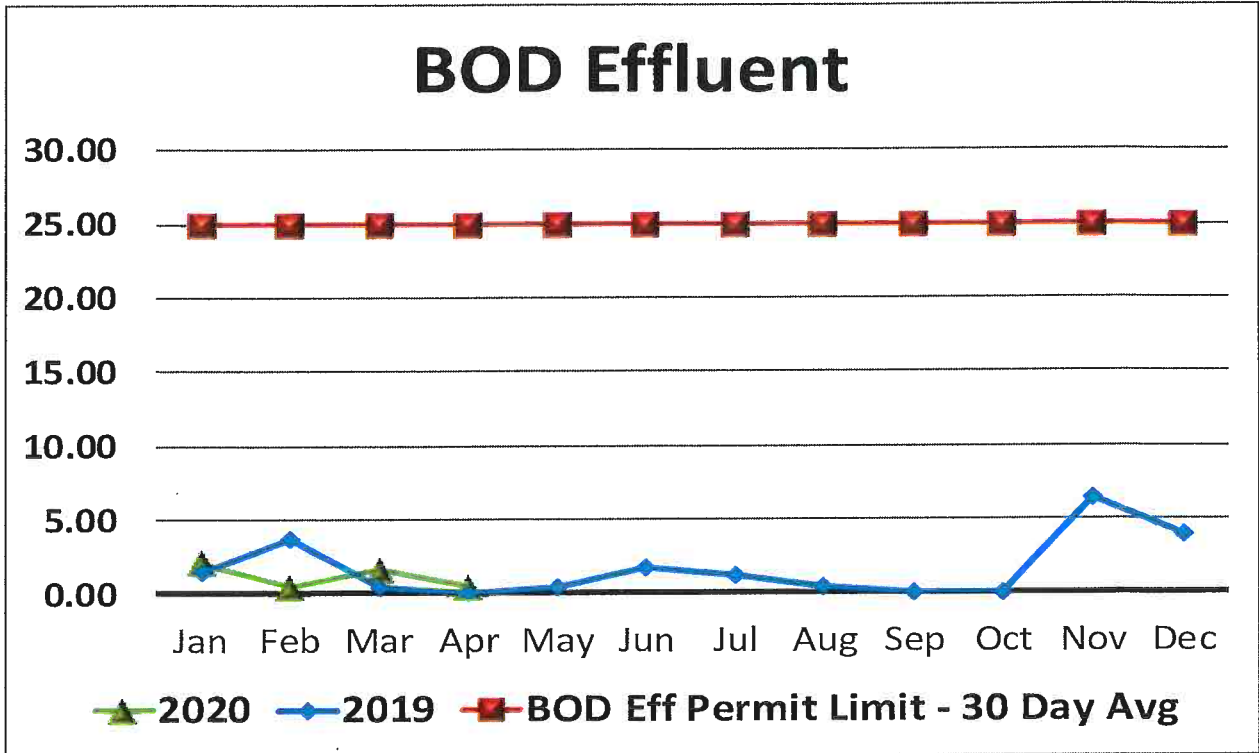


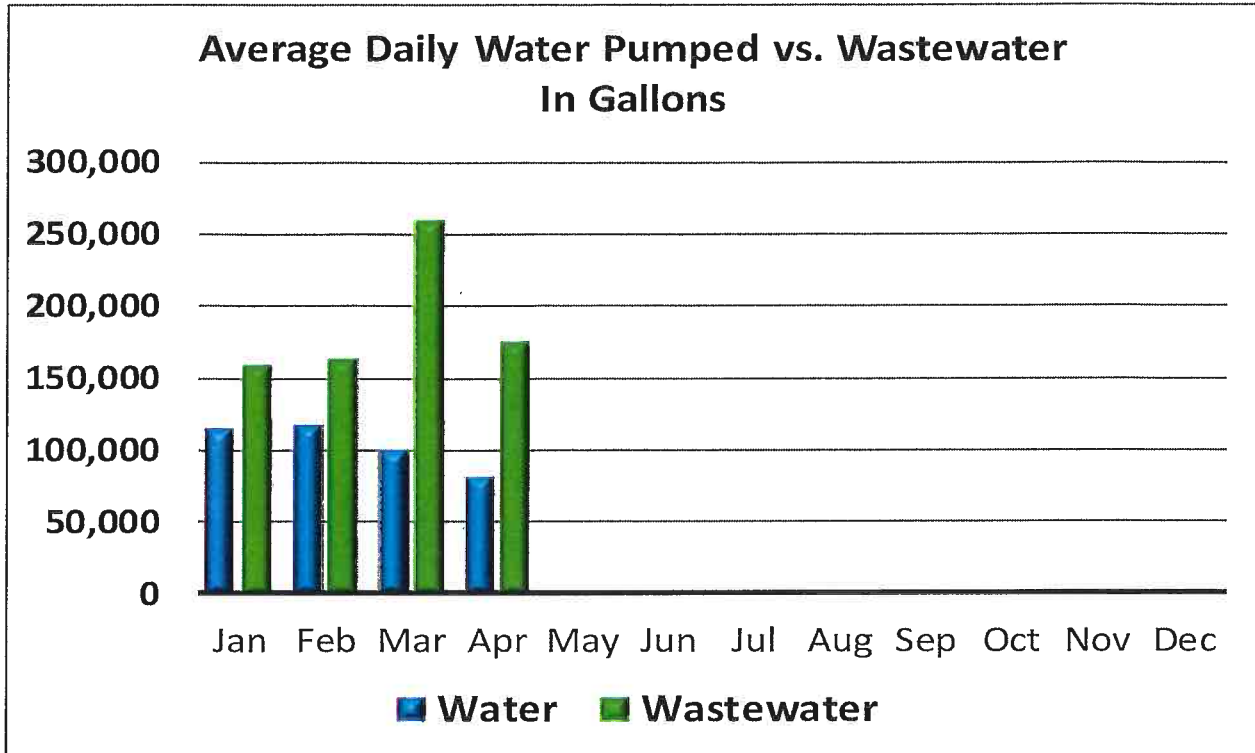
- I worked with ITC on some planned outages for lift station 1. The stations ran on back up generator and will need refilled with fuel after they are completed with shutdowns

### Iowa Department of Natural Resources

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Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Chemical Budget	\$25,670.00	\$15,695.96	61%	83%
Maintenance Budget	\$21,391.00	\$10,329.37	48%	83%
<b>Total</b>	<b>\$47,061.00</b>	<b>\$26,025.33</b>	<b>55%</b>	<b>83%</b>

COUNCIL PACKET



		April-20	March-20	April-19
<b>Water</b>				
Total Monthly Pumped	gallons	2,448,000	3,111,000	4,215,000
Average Daily Pumped	gallons	81,600	100,350	140,500
Maximum Daily Pumped	gallons	167,000	186,000	283,000
Minimum Daily Pumped	gallons	0	39,000	87,000
<b>Chlorine</b>				
Chlorine - Total Avg Residual Plant	mg/L	1.12	1.33	1.51
Chlorine - Total Avg Residual System	mg/L	0.74	1.12	1.06
Chlorine - Recommended Residual System	mg/L	0.30	0.30	0.30
Chlorine used	lbs	77.00	95.00	143.00
<b>Iron</b>				
Iron - Avg Raw	mg/L	2.08	1.90	1.69
<b>Polyphosphate</b>				
Polyphosphate - Avg Residual	mg/L	1.60	1.50	1.50
Polyphosphate - Recommended Residual	mg/L	0.5 - 2.0	0.5 - 2.0	0.5 - 2.0
Polyphosphate used	lbs	11.25	9.00	19.50
<b>Water Loss</b>				
Water Billed	gallons	2,148,407	2,679,830	3,217,079
Water used in main breaks/hydrant flushing	gallons	0	0	300,000
Water used at city buildings	gallons	51,638	64,657	90,648
Loss	gallons	15%	21%	14%
<b>Wastewater</b>				
<b>BOD</b>				
BOD Influent Avg	mg/L	130	160	419
BOD Effluent Avg	mg/L	1	1.6	0
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	99.61%	98.98%	100.00%
BOD % Removal Permit Limit	%	85%	85%	85%
<b>TSS</b>				
TSS Influent Avg	mg/L	120	167	349
TSS Effluent Avg	mg/L	2	5	1
TSS Effluent Permit Limit - 30 Day Avg	mg/L	30	30	30
TSS % Removal	%	98.33%	97.15%	99.71%
TSS % Removal Permit Limit	%	85%	85%	85%
<b>Nitrogen Ammonia</b>				
NA Effluent Avg	mg/L	<0.1	0	0
NA Effluent Permit Limit - 30 Day Avg	mg/L	8	10	8
<b>Influent Flow</b>				
Total Monthly	gallons	5,277,400	8,047,500	6,990,500
Average Daily	gallons	175,913	259,596	233,016
Maximum Daily	gallons	300,100	757,300	760,100
Minimum Daily	gallons	110,400	76,200	168,700
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--APRIL '20

Water Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
4/22/20	First National Bank, VISA	Supplies	\$6.87
		<b>Total</b>	<b>\$6.87</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>
4/21/20	MidAmerican Research Chemical	Weed Killer Wipe Out	\$773.33
4/22/20	First National Bank, VISA	Supplies	\$6.88
		<b>Total</b>	<b>\$780.21</b>

Wastewater System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
4/21/20	Mid-American Research Chemical	Weed Killer Wipe Out	\$484.83
		<b>Total</b>	<b>\$484.83</b>

Water Plant Maintenance	\$6.87
Water System Maintenance	\$0.00
WW Plant Maintenance	\$780.21
WW System Maintenance	\$484.83
Month Total	<u>\$1,271.91</u>

Annual Maintenance Budget \$21,391.00

Total Maintenance Dollars Spent Year to Date \$10,329.37

Percent Maintenance Budget Spent Year to Date 48%





COUNCIL PACKET



RIVERSIDE - APRIL '20

Water System Chemicals

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
4/11/20	Hawkins	Sodium Hypochlorite	\$288.00
4/11/20	Hawkins	Fluoride	\$138.00
4/11/20	Hawkins	Polyphosphate	\$345.42
4/11/20	Hawkins	Caustic	\$355.50
<b>Total</b>			<b>\$1,126.92</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	\$1,126.92
W/W System Chemicals	\$0.00
<b>Month Total</b>	<b>\$1,126.92</b>

**Annual Chemical Budget** \$25,670.00

**Total Chemical Dollars Spent Year to Date** \$15,695.96

**Percent Chemical Budget Spent Year to Date** 61%

Maintenance Month Total	\$1,271.91
Chemical Month Total	\$1,126.92
<b>Month Total</b>	<b>\$2,398.83</b>

**Annual Budget** \$47,061.00

**Total Spent Year to Date** \$25,979.39

**Percent Budget Spent Year to Date** 55%

# COUNCIL PACKET



## Work Orders Completed

Date completed	Equipment	Task
4/1/2020	BLOWERS	Monthly PM
4/6/2020	WWTP GENERATOR	Monthly PM
4/2/2020	LIFT STATION #1	LS Monthly PM
4/6/2020	LIFT STATION #2	LS Monthly PM
4/2/2020	LIFT STATION #3	LS Monthly PM
4/2/2020	LIFT STATION #4	LS Monthly PM
4/2/2020	LIFT STATION #5	LS Monthly PM
4/1/2020	MAIN LIFT STATION	LS Monthly PM
4/1/2020	EFFLUENT SAMPLER	Monthly PM
4/1/2020	INFLUENT SAMPLER	Monthly PM
4/1/2020	SCREEN UNIT	Monthly PM
4/1/2020	UV SYSTEM	Monthly PM
4/6/2020	FIRE EXTINGUISHERS	Inspection
4/6/2020	FILTER	Monthly PM
4/6/2020	CARTRIDGE FILTERS	Monthly PM
4/6/2020	DEHUMIDIFIERS	Monthly PM
4/6/2020	WATER PLANT GENERATOR	Monthly PM
4/6/2020	HIGH SERVICE PUMPS	Monthly PM
4/6/2020	FIRE EXTINGUISHERS	Inspection

# City of Riverside Time-off Request Form

Date: 5/11/20 Employee Name: Christine Yancey

Personal Day

Bereavement

Vacation

Sick Leave (3 days or more requires MD slip)

Jury Duty

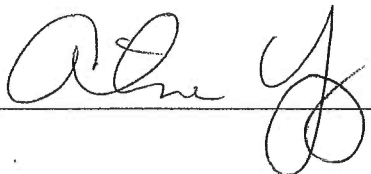
Personal Leave (unpaid)

Comp Time

Dates Requested: 6/22 - 6/26

# of Days: 5 # of Hours: 40

Return Date: 6/29/20

Employee Signature: 

Date: 5.11.20

City Administrator's Signature: \_\_\_\_\_

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

COUNCIL PACKET

# City of Riverside Time-off Request Form

Date: 5/11/20 Employee Name: Christine Yancey

Personal Day

Bereavement

Vacation

Sick Leave (3 days or more requires MD slip)

Jury Duty

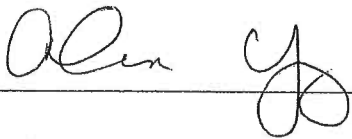
Personal Leave (unpaid)

Comp Time

Dates Requested: 5/26/20

# of Days: 1 # of Hours: 8

Return Date: 5/27/20

Employee Signature: 

Date: 5. 11. 20

City Administrator's Signature: \_\_\_\_\_

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

COUNCIL PACKET

RESOLUTION #051820-01

RESOLUTION TO ADOPT THE CITY BUDGET  
AMMENDMENT FOR FISCAL YEAR JULY 1<sup>ST</sup>, 2019  
THROUGH JUNE 30<sup>TH</sup>, 2020

**WHEREAS**, the Riverside City Council and the City Clerk prepared a city budget amendment in compliance with Iowa Code, Section 384.16, showing estimated Revenues and Expenses.

**WHEREAS**, a notice of public hearing on this budget was published as required by law, and a Public Hearing was held May 18, 2020 at the Riverside City Council meeting starting at 6:00 pm in City Hall to allow for public comment.

**THEREFORE, BE IT RESOLVED**, the Riverside City Council adopts this City Budget Amendment for Fiscal Year 19-20.

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

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

Ayes:

Nays:

Absent:

Passed and Approved by the City Council of Riverside, Iowa and approved this 18<sup>th</sup> day of May, 2020.

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

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

# COUNCIL PACKET

Jun-19

Form 653.C1

## NOTICE OF PUBLIC HEARING AMENDMENT OF FY2019-2020 CITY BUDGET

The City Council of Riverside in WASHINGTON County, Iowa  
will meet at Riverside City Hall  
at 6:00 p.m. on 5/18/2020  
(hour) (Date)

for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2020  
(year)  
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property 1	875,117		875,117
Less: Uncollected Property Taxes-Levy Year 2	0		0
<b>Net Current Property Taxes 3</b>	<b>875,117</b>	<b>0</b>	<b>875,117</b>
Delinquent Property Taxes 4	0		0
TIF Revenues 5	0		0
Other City Taxes 6	733,942		733,942
Licenses & Permits 7	7,400		7,400
Use of Money and Property 8	46,300		46,300
Intergovernmental 9	990,538		990,538
Charges for Services 10	1,223,324		1,223,324
Special Assessments 11	0		0
Miscellaneous 12	0		0
Other Financing Sources 13	210,000		210,000
Transfers In 14	2,593,400		2,593,400
<b>Total Revenues and Other Sources 15</b>	<b>6,680,021</b>	<b>0</b>	<b>6,680,021</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety 16	308,633		308,633
Public Works 17	183,763		183,763
Health and Social Services 18	0		0
Culture and Recreation 19	285,699		285,699
Community and Economic Development 20	69,750		69,750
General Government 21	315,041	180,432	495,473
Debt Service 22	228,500		228,500
Capital Projects 23	2,733,900	479,694	3,213,594
Total Government Activities Expenditures 24	<b>4,125,286</b>	<b>660,126</b>	<b>4,785,412</b>
Business Type / Enterprises 25	854,824	17,000	871,824
<b>Total Gov Activities &amp; Business Expenditures 26</b>	<b>4,980,110</b>	<b>677,126</b>	<b>5,657,236</b>
Transfers Out 27	2,593,400		2,593,400
<b>Total Expenditures/Transfers Out 28</b>	<b>7,573,510</b>	<b>677,126</b>	<b>8,250,636</b>
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29	<b>-893,489</b>	<b>-677,126</b>	<b>-1,570,615</b>
Beginning Fund Balance July 1 30	2,573,302		2,573,302
Ending Fund Balance June 30 31	<b>1,679,813</b>	<b>-677,126</b>	<b>1,002,687</b>

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

General fund-hiring of city administrator, transfer of surplus for fire department. Capital projects-projects that were to be completed in FY19 were actually completed in FY20. Business type-solid waste program switched to cart program.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

COUNCIL PACKET

RESOLUTION #051820-02

RESOLUTION APPROVING PAY REQUEST #1 FOR J&L CONSTRUCTION, LLC, FOR 4<sup>th</sup> STREET CONSTRUCTION PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, MMS Consultants, Scott Pottorff and it is the opinion of the City Engineering Firm that the City Council accept this pay request #1 in the amount of \$27,274.50 for payment of this project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #1 for work done on the 4<sup>TH</sup> Street project from 5/4/20 to 5/08/20 with 3.28% complete.

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 18<sup>th</sup> day of May, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET

## CONSTRUCTION PROGRESS PAYMENT

Project Description <u>4th Street Improvements</u>	PN: 2245045
Contract Date <u>16-Apr-20</u>	
Contractor: <u>J&amp;L Construction</u>	Owner: <u>City of Riverside</u>
Address: <u>1971 Lexington Boulevard</u>	Attn: _____
City, St., Zip: <u>Washington, IA 52353</u>	Address: <u>60 N. Greene Street</u>
Phone: <u>319-653-3597</u>	City, St., Zip: <u>Riverside, IA 52327</u>
Fax: <u>319-653-2410</u>	Phone: <u>319-648-3501</u>
	Fax: _____

Estimate #	1	FOR PERIOD:	Owner PN
<input checked="" type="checkbox"/>	Partial Payment	FROM: <u>5/4/20</u>	Federal PN
<input type="checkbox"/>	Final Payment	TO: <u>5/8/20</u>	State PN

Base Contract Price	\$875,061.25
Change #	
Change #	
Change #	
Change #	
Change #	
Change #	
Total Contract	\$875,061.25

Materials on Hand	\$ -
Construction Completed	\$28,710.00
Total Earned	\$28,710.00
Less Retainage	\$1,435.50
Less Previous Payment	
Amount Due This Est	\$27,274.50

Requested by: \_\_\_\_\_  
 Title: Jay Peiffer  
 Date: \_\_\_\_\_

Recommended by: \_\_\_\_\_  
 Title: Scott Pottorff  
 Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Attested by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

MMS Consultants, Inc.  
 1917 South Gilbert Street, Iowa City, IA 52240

i:\proj\forms\payreqst.xls



# COUNCIL PACKET

4th Street Improvements Project

Pay Estimate No.: 1

Payable to: J&L Construction

Date: May 12, 2020

Week Ending: May 8, 2020

Item No.	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
1	Traffic Control	LS	1	\$4,100.00	\$ 4,100.00	0.50	\$ 2,050.00	0.50	\$ 2,050.00
2	Mobilization	LS	1	\$46,500.00	\$ 46,500.00	0.25	\$ 11,625.00	0.25	\$ 11,625.00
3	Removal of Tree	EA	22	\$650.00	\$ 14,300.00	22.00	\$ 14,300.00	22.00	\$ 14,300.00
4	Removal of Shrub	EA	7	\$105.00	\$ 735.00	7.00	\$ 735.00	7.00	\$ 735.00
5	Off Site Topsoil	CY	600	\$35.00	\$ 21,000.00	-	\$ -	-	\$ -
6	Excavation, Class 13, Waste	CY	2370	\$19.00	\$ 45,030.00	-	\$ -	-	\$ -
7	Below Grade Excavation (Core Out)	CY	500	\$55.00	\$ 27,500.00	-	\$ -	-	\$ -
8	Subgrade Preparation	SY	5,222	\$3.25	\$ 16,971.50	-	\$ -	-	\$ -
9	Subbase, Modified, 4" Thick Rock for PCC Sidewalk & PCC Driveway	SY	1,369	\$8.00	\$ 10,952.00	-	\$ -	-	\$ -
10	Subbase, Modified, 6" Thick Rock for PCC and HIMA Paving	SY	5,222	\$9.00	\$ 46,998.00	-	\$ -	-	\$ -
11	Backfilling of Curbs	LF	2,375	\$15.00	\$ 35,625.00	-	\$ -	-	\$ -
12	Granular Trench Backfill, Class A Crushed Stone, 12" Storm Sewer	LF	205	\$22.00	\$ 4,510.00	-	\$ -	-	\$ -
13	Granular Trench Backfill, Class A Crushed Stone, 15" Storm Sewer	LF	31	\$22.00	\$ 682.00	-	\$ -	-	\$ -
14	Granular Trench Backfill, Porous Backfill, 8" Storm Sewer	LF	88	\$25.00	\$ 2,200.00	-	\$ -	-	\$ -
15	Granular Trench Backfill, Porous Backfill, 12" Storm Sewer	LF	237	\$25.00	\$ 5,925.00	-	\$ -	-	\$ -
16	Granular Trench Backfill, Porous Backfill, 15" Storm Sewer	LF	128	\$25.00	\$ 3,200.00	-	\$ -	-	\$ -
17	Storm Sewer, Trenched, ADS N-12, 8" Dia.	LF	326	\$33.00	\$ 10,758.00	-	\$ -	-	\$ -
18	Storm Sewer, Trenched, ADS N-12, 12" Dia.	LF	250	\$36.00	\$ 9,000.00	-	\$ -	-	\$ -
19	Storm Sewer, Trenched, RCP or Polypropylene, 12" Dia.	LF	442	\$37.00	\$ 16,354.00	-	\$ -	-	\$ -
20	Storm Sewer, Trenched, RCP or Polypropylene, 15" Dia.	LF	199	\$40.00	\$ 7,960.00	-	\$ -	-	\$ -
21	Storm Sewer, Trenched, RCP or Polypropylene, 18" Dia.	LF	79	\$44.00	\$ 3,476.00	-	\$ -	-	\$ -
22	Removal of Culvert	EA	6	\$300.00	\$ 1,800.00	-	\$ -	-	\$ -
23	Flared End Section, RCP, 18"	EA	1	\$900.00	\$ 900.00	-	\$ -	-	\$ -
24	Longitudinal Subdrain, Type 2, 6"	LF	1,495	\$9.75	\$ 14,576.25	-	\$ -	-	\$ -
25	Subdrain Cleanout, Type A-1	EA	9	\$430.00	\$ 3,870.00	-	\$ -	-	\$ -
26	Subdrain Outlet, Connection to Structure	EA	10	\$110.00	\$ 1,100.00	-	\$ -	-	\$ -
27	Connect Existing Sump Pump Outlet or Downspout Drain to Storm Sewer or Subdrain	EA	3	\$250.00	\$ 750.00	-	\$ -	-	\$ -
28	Water Main, 6", PVC DR-18	LF	1,000	\$41.00	\$ 41,000.00	-	\$ -	-	\$ -
29	Water Main, Trenchless, 6", Restrained Joint PVC DR-18	LF	85	\$85.00	\$ 7,225.00	-	\$ -	-	\$ -
30	Install 6" x 6" Tee	EA	2	\$1,800.00	\$ 3,600.00	-	\$ -	-	\$ -
31	Remove Existing Valve and Tee and Install Sleeve	EA	1	\$2,000.00	\$ 2,000.00	-	\$ -	-	\$ -
32	Remove Existing Valve Box	EA	2	\$300.00	\$ 600.00	-	\$ -	-	\$ -
33	Connect to Exist Water Main	EA	1	\$1,800.00	\$ 1,800.00	-	\$ -	-	\$ -
34	Water Service, Main to Curb Stop, 1" PE 200 PSI	EA	8	\$800.00	\$ 6,400.00	-	\$ -	-	\$ -
35	Water Service, Main to Curb Stop on Opposite Side of Street, 1" PE 200 PSI	EA	8	\$1,630.00	\$ 13,040.00	-	\$ -	-	\$ -
36	Exploratory Excavation for Water Main	EA	1	\$1,800.00	\$ 1,800.00	-	\$ -	-	\$ -
37	Gate Valve, 6"	EA	3	\$950.00	\$ 2,850.00	-	\$ -	-	\$ -
38	Fire Hydrant Assembly	EA	1	\$4,050.00	\$ 4,050.00	-	\$ -	-	\$ -
39	Remove Existing Fire Hydrant Assembly	EA	1	\$300.00	\$ 300.00	-	\$ -	-	\$ -
40	Storm Sewer Manhole, Type SW-401, 48"	EA	1	\$4,000.00	\$ 4,000.00	-	\$ -	-	\$ -
41	Storm Intake, Type SW-509	EA	8	\$4,500.00	\$ 36,000.00	-	\$ -	-	\$ -
42	Storm Intake, Type SW-512, 24"	EA	7	\$1,500.00	\$ 10,500.00	-	\$ -	-	\$ -
43	Storm Intake, Type SW-541	EA	4	\$5,800.00	\$ 23,200.00	-	\$ -	-	\$ -
44	Storm Intake, Vane Drain	LF	36	\$250.00	\$ 9,000.00	-	\$ -	-	\$ -
45	Connect to Existing Storm Structure	EA	1	\$1,000.00	\$ 1,000.00	-	\$ -	-	\$ -
46	Removal of Storm Structure	EA	1 of 2	\$350.00	\$ 350.00	-	\$ -	-	\$ -

# COUNCIL PACKET

Item No.	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
47	PCC Pavement, 7"	SY	4,420	\$43.50	\$ 192,270.00	-	\$ -	-	\$ -
48	Removal of Pavement	SY	128	\$11.00	\$ 1,408.00	-	\$ -	-	\$ -
49	HMA Pavement, 4"	SY	227	\$53.00	\$ 12,031.00	-	\$ -	-	\$ -
50	Adjust Sanitary Manhole Rim	EA	2	\$385.00	\$ 770.00	-	\$ -	-	\$ -
51	Removal of Sidewalk	SY	917	\$15.00	\$ 13,755.00	-	\$ -	-	\$ -
52	Removal of Paved Driveway	SY	73	\$9.00	\$ 657.00	-	\$ -	-	\$ -
53	PCC Sidewalk, 5"	SY	1051	\$51.50	\$ 54,126.50	-	\$ -	-	\$ -
54	Detectable Warnings	SF	106	\$35.00	\$ 3,710.00	-	\$ -	-	\$ -
55	PCC Driveway, 6" Thick	SY	316	\$51.00	\$ 16,116.00	-	\$ -	-	\$ -
56	Granular Driveway Surfacing, Class A Crushed Stone	TONS	20	\$30.00	\$ 600.00	-	\$ -	-	\$ -
57	Sod	SQ	420	\$70.00	\$ 29,400.00	-	\$ -	-	\$ -
58	SWPPP Management	LS	1	\$1,200.00	\$ 1,200.00	-	\$ -	-	\$ -
59	Silt Fence	LF	1400	\$1.50	\$ 2,100.00	-	\$ -	-	\$ -
60	Silt Fence, Clean Out Sediment	LF	1400	\$0.50	\$ 700.00	-	\$ -	-	\$ -
61	Inlet Protection Device	EA	23	\$55.00	\$ 1,265.00	-	\$ -	-	\$ -
62	Inlet Protection Device Maintenance	EA	23	\$25.00	\$ 575.00	-	\$ -	-	\$ -
63	Segmental Block Retaining Wall	SF	220	\$50.00	\$ 11,000.00	-	\$ -	-	\$ -
64	PCC Concrete Steps, Type A	SF	140	\$51.00	\$ 7,140.00	-	\$ -	-	\$ -
65	Remove and Reinstall Signs	EA	3	\$250.00	\$ 750.00	-	\$ -	-	\$ -
<b>TOTAL CONTRACT</b>					<b>\$ 875,061.25</b>		<b>\$ 28,710.00</b>		<b>\$ 28,710.00</b>

\*Quantity changed with Change Order #1

Retainage \_\_\_\_\_ \$ 1,435.50  
 Total Value of Completed Work Less Retainage \$ 27,274.50  
 Previous Payments \$ -  
 Current Payment Due \$ 27,274.50

Pay Estimate #1  
 Pay Estimate #2  
 Pay Estimate #3

COUNCIL PACKET

RESOLUTION #051820-03

RESOLUTION APPROVING CHANGE ORDER #5 FOR CORNERSTONE EXCAVATING IN THE ASH/TUPELO STREET 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 \$200.00.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Change Order #5 to replace the curb stop at 661 Palm Street on the Ash/Tupelo Street Improvements project.

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 18<sup>th</sup> day of May, 2020.

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

May 14, 2020

2245-043

Ash/Tupelo Street Improvements Project  
Change Order #5

The following changes to the contract are requested to replace the curb stop at 661 Palm Street.

The changes required are as follows (see attached proposal from Contractor):

<u>Item</u>	<u>Est Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Cost</u>
Replace Curb Stop at 661 Palm Street	1 EA	\$200.00	\$200.00

TOTAL CHANGE      \$200.00

Change to the Contract

This change order would add the above item to the contract and increase the amount of the contract by \$200.00.

Reason for changes

Once the grade of the bank of the property at 661 Palm Street was lowered, the existing curb stop was sticking above grade. The existing curb stop could not be lowered any more so a new curb stop was required.

Approved by:

\_\_\_\_\_  
Cornerstone Excavating

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

2245043changeorder5.docx



COUNCIL PACKET

RESOLUTION #051820-04

RESOLUTION APPROVING CHANGE ORDER #6 FOR CORNERSTONE EXCAVATING IN THE ASH/TUPELO STREET 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 \$2180.00.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Change Order #6 to adjust the rim elevation of two beehive intakes on the Ash/Tupelo Street Improvements project.

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 18<sup>th</sup> day of May, 2020.

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

May 14, 2020

2245-043

Ash/Tupelo Street Improvements Project  
Change Order #6

The following changes to the contract are requested to adjust the rim elevation of two beehive intakes.

The changes required are as follows (see attached proposal from Contractor):

<u>Item</u>	<u>Est Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Cost</u>
Raise Rim Elevation of Beehive Intakes #8 and 10	1 LS	\$2,180.00	\$2,180.00

TOTAL CHANGE      \$2,180.00

Change to the Contract

This change order would add the above item to the contract and increase the amount of the contract by \$2,180.00.

Reason for changes

The beehive intakes were installed to the elevations shown on the plans. This resulted in some steep yard areas which would be difficult to mow and maintain. The contractor raised these two beehives to make the yard areas easier to maintain. MMS has agreed to lower their fee for construction administration by the amount of this change order.

Approved by:

\_\_\_\_\_  
Cornerstone Excavating

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

2245043changeorder6.docx





COUNCIL PACKET

RESOLUTION #051820-05

RESOLUTION TO ACCEPT PLANS AND SPECIFICATION DESIGN FOR  
ASH/TUPELO STREET DEVELOPMENT AMENDMENT #1

**WHEREAS**, City of Riverside has contracted with MMS Consultants to plan and design the Ash/Tupelo Street Project for the City of Riverside. Project will be for street improvements from Blackberry Street and Galileo Drive.

**WHEREAS**, MMS Consultants has presented attached professional Services Agreement Amendment #1 to decrease service contract by \$2180.00

**THEREFORE**, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE, APPROVES THE Ash/Tupelo Development Agreement Amendment #1

**IT WAS MOVED BY** Councilperson \_\_\_\_\_ seconded by Councilperson \_\_\_\_\_ that the foregoing Resolution be approved.

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

Ayes:

Nays:

Absent:

Passed by the City Council of Riverside, Iowa, and approved this 18<sup>th</sup> day of May, 2020.

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

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

# MMS Consultants, Inc.

## Professional Services Agreement Amendment #1

This is an Amendment dated May 14, 2020, to the Agreement made in November 2018, between MMS Consultants, Inc. (MMS) and the City of Riverside, Iowa (CLIENT - legally responsible party). CLIENT hereby engages MMS Consultants, Inc. to adjust the compensation under the Agreement as outlined and according to the terms and conditions expressed herein.

Services: Topographic Survey, Final Design, Permitting, Bidding, Construction Services for Ash Street/Tupelo Boulevard Improvements Project - Riverside, Iowa. This work includes a new sidewalk to be constructed utilizing Safe Routes to School (SRTS) federal funding.

1. In Exhibit 2 – Compensation and Payment, delete Item 1.0, A. and replace with the following:
  - A. Lump sum in the amount of 8.5% of the final construction cost for the scope of project selected by the City Council for the scope outlined in Items A and B in Exhibit 1. This fee does not include application or permit fees, outside services, equipment or materials.

Lump sum in the amount of 7% of the final construction cost for the scope of project selected by the City Council *less \$2,180.00* for the scope outlined in Item C in Exhibit 1. This fee does not include application or permit fees, outside services, equipment or materials.

Lump sum in the amount of \$10,200 for the scope outlined in Item D in Exhibit 1. This fee does not include application or permit fees, outside services, equipment or materials.

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

*Reduce design fee for construction administration to compensate for change order #6 cost to the City.*

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

MMS Consultants, Inc.

City of Riverside

By: 

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

COUNCIL PACKET

RESOLUTION #051820-06

RESOLUTION APPROVING CONTRACT FOR PAYROLL SERVICES

Whereas, the City of Riverside City will enter into an agreement to work with Bradley L. Hauge, CPA for assistance in correcting payroll issues from previous administrations.

Therefore, be it resolved the City of Riverside City Council does hereby agree to enter into an agreement with Bradley L. Hauge, CPA at the rate of \$115 per hour, plus expenses.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 18th day of May, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET

**Bradley L. Hauge, CPA  
4807 Mary Green Court NE  
Cedar Rapids, Iowa 52411**

May 11, 2020

Ms. Chris Yancey, City Administrator  
City of Riverside City Hall  
60 N. Greene Street  
Riverside, Iowa 52327

Dear Ms. Yancey:

I am pleased to provide accounting services for the City of Riverside, Iowa. The purpose of this engagement letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services to be provided.

## **Objectives of the engagement**

The objective of the services I am to provide includes the following:

- To assist with various accounting, bookkeeping and/or payroll issues

## **Services to be provided**

In order to meet these objectives, the following are some examples of the services I will be performing, or assisting with, as needed:

- Assist with the determination of corrected historical payroll data and with the preparation of amended payroll tax reports to reflect the corrected amounts.

## **Fees and payment terms**

The charges for this work are to be based upon the time involved, billed at a rate of \$115 per hour, plus expenses. Travel time, if any, will be billed at \$50 per hour and mileage will be charged at the then current IRS mileage rate. Bills for services are due when submitted.

The procedures described above will be conducted in accordance with the American Institute of Certified Public Accountants Statement on Standards for Consulting Services No. 1. The sufficiency of the procedures is solely the responsibility of management. Consequently, I will make no representation generally regarding the sufficiency of the procedures described above.

I will not audit or review your financial statements, or any other accounting documents and information you provide, in accordance with generally accepted auditing standards. Accordingly, I ask that you do not in any manner refer to this as an audit or review. You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial

COUNCIL PACKET

statements. Furthermore, you are responsible for management decisions and functions, for designating a competent employee to oversee any of the services I provide, and for evaluating the adequacy and results of those services.

My engagement cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or embezzlements that may exist. However, I will inform the appropriate level of management specifically designated by you, of any material errors that come to my attention and any irregularities or illegal acts that come to my attention, unless they are clearly inconsequential.

My maximum liability to you arising for any reason relating to services rendered under this letter shall be limited to the amount of fees you paid for these services. In the event of a claim by a third party relating to services under this letter, you will indemnify me from all such claims, liabilities, costs and expenses, except to the extent determined to have resulted from my intentional or deliberate misconduct.

If any dispute arises (between/among) the parties hereto, the parties agree first to try in good faith to settle the dispute through non-binding mediation. The costs of mediation shall be shared equally by the parties.

If, after full consideration, you agree that the foregoing terms shall govern this engagement, please sign this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records. An electronic copy of the signed letter is acceptable.

You may terminate this agreement upon providing thirty (30) days written notice to me at the address noted on the first page.

I very much appreciate the opportunity to provide this proposal/engagement letter and will be pleased to discuss any questions that you may have.

Very truly yours,

*Bradley L. Hauge, CPA*

Bradley L. Hauge, CPA

**ACCEPTED AND AGREED:**

City of Riverside, Iowa

\_\_\_\_\_
By

\_\_\_\_\_
Date

\_\_\_\_\_
Title

COUNCIL PACKET

RESOLUTION #051820-07

RESOLUTION APPROVING TOWER SITE LEASE WITH  
WASHINGTON COUNTY

**Whereas**, the City of Riverside City will enter into an agreement to lease space north of the Wastewater Treatment Plant for a "911 Communications" Tower to Washington County

**Therefore**, be it resolved the City of Riverside City Council does hereby agree to enter into the attached tower site lease agreement with Washington County with no rental fee.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 18th day of May, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET

## TOWER SITE LEASE

This Antenna Site Lease entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Riverside and Washington County.

### TERMS AND CONDITIONS

SITE: Riverside, Iowa (Vine Ave to the North of the Wastewater Treatment Plant (See attached Lease Exhibit)

Name and Address of the City:

City of Riverside  
60 North Greene Street  
PO Box 188  
Riverside, Iowa 52327  
Telephone: 319-648-3501  
Fax: 319-648-4012

Contacts: Christine Yancey and Allen Schneider

Name and Address of the County:

Washington County  
Attn: Emergency Communication Center  
2183 Lexington Blvd.  
Washington, IA 52353  
Telephone: 319-653-2107  
Fax: 319-653-7780

Contacts: Cara Sorrells

Equipment to be added:

250' self-supporting communication tower.

- 1) **Rent:** No rent will be charged during the terms of the lease provided the equipment remains the property of Washington County.
- 2) **Renewal:** Washington County shall have the right to extend this Lease for five (5) additional, five (5) year terms ("Renewal Term(s)"). Each Renewal Term shall be on the same terms and conditions as set forth herein. Future renewals will be subject to City approval, negotiated by both parties, however, such approval will not be unreasonably withheld.
- 3) **Utilities:** Washington County shall pay any additional utilities charges due to their use. Washington County shall have the right to install utilities, at the County's expense, and to improve the present utilities on the Property (including, but not limited to the installation of emergency power generators). The City of Riverside hereby grants an easement to permanently place any utilities on, or to bring utilities across the Property in order to service the County's operations and/or equipment.

## COUNCIL PACKET

- 4) **Use of the Leased Premises:** The Leased Premises are to be used for the installation, operation, and maintenance of the aforementioned equipment. Washington County is entering this lease to provide for countywide emergency (fire, EMS, dispatch) and law enforcement communications services to authorized personnel. The County will have the right to visit the site at from 7:00 a.m. to 3:30 p.m. with a 24-hour advanced notice for the purposes of maintenance and to make minor alterations to the County equipment. The County may enter the property in the case of an emergency without notice. The County will be placing fencing with a locked gate around the tower site.
- 5) **Term:** The initial term of this Lease shall commence on the "Lease Commencement Date" which is defined as the earlier of May 1st, 2020 or construction start, whichever occurs first and shall end at midnight ten (10 years after the Lease Commencement Date ("Initial Term")).
- 6) **Assignment and Subleasing:** Washington County may not assign and/or sublease space or use of communications equipment to any other party without written permission from the City of Riverside. In the case of assignment or subleasing, a separate access will need to be provided by the County to the tower site.
- 7) **Equipment Installation and Maintenance:** Washington County is responsible for installation and maintenance of the equipment. The City of Riverside does not warrant or guarantee that the Washington County equipment will be operational or that the property will meet the needs of the County. Washington County will always obtain and maintain appropriate FCC licenses for operation of their equipment and have it posted at the site.
- 8) **Tower Maintenance:** Washington County is responsible for ordinary and routine maintenance of the tower. Washington County and the City of Riverside will equally share in the cost of the routine maintenance of the access road to the site once construction is completed. Any road damage as a result of construction will be the responsibility of Washington County to repair.
- 9) **Liability:** Washington County will hold harmless the City of Riverside for the County and County subcontractor's, operations, communications network, and corresponding liability for the County actions. Also, both parties acknowledge that the County's renting ground from the City of Riverside for equipment and tower space to mount a tower only, and thus the City is held harmless for any damage to the County equipment (by lightning, storm, tornado, fire, or any other reasons). Washington County is solely responsible and liable for their equipment, subcontractors, and operations. Washington County will hold the City of Riverside harmless in all matters.
- 10) **Coexistence:** Both parties acknowledge that Washington County and the City of Riverside operations and/or equipment need to coexist at the site. Thus, neither party will alter, interfere with, damage, or otherwise change the other party's operations and/or equipment at the site if the two operations are not compatible the Lessor's operations and/or equipment take precedence.
- 11) **Default:**
  - A. **Event of Default.** The occurrence of one or more of the following events shall constitute an "Event of Default" hereunder:



## COUNCIL PACKET

- I. Monetary Default. The failure by the County to make any payment of rent or any other payment required to be made by the County hereunder, as the payment becomes due, where such failure shall continue for a period of 15 days after written notice thereof is sent by the City.
  - II. Other Default. The failure by a party to observe or perform any of the provisions or requirements of this Agreement to be performed by such party, where the failure shall continue for a period of 15 days after written notice thereof is sent from the other party; provided, however, that it shall not be deemed an Even of Default by a party if the other party commences to cure such failure within the 15-day period and diligently pursues the cure to completion.
- B. Termination. If there occurs an Event of Default by the County, in addition to any other remedies available to the City at law or in equity, the City shall have the right to terminate this Agreement and all rights of the County hereunder. If there occurs an Event of Default by, in addition to any remedies available to the County at Law or in equity, the County shall have the right to terminate this Agreement without further obligation, under this Agreement, other than the removal of the County equipment and restoring the property to its original condition, wear and tear expected. In the event that any required permit or any other approval of any federal, state, or local entity is canceled, expires, terminates, or is withdrawn, necessary for the operation of the tower, the City shall have the right to terminate this Agreement and require the removal of the County's equipment and restoration of the property as set forth herein.

### **12) Right to Terminate:**

- A. Either party shall have the right to cancel and terminate this Agreement, without penalty, upon 180 day's written notice to the other party, after the initial 10-year term set forth in this Agreement.
- B. Destruction. If the tower is totally or substantially destroyed, the County, in its sole and absolute discretion, may terminate this Agreement or may rebuild the tower at the County's sole expense. If the County determines not to rebuild or repair the tower, the County will restore the property to the condition it was in prior to the entering of this lease, withing 60 days. Permanent land improvements may remain the property and become City property, at the City's option.

- 13) Amendment: This agreement may not be amended unless done so in writing and executed by both parties.

COUNCIL PACKET

I have examined and agree to the terms and conditions of this lease. In Addition, I am duly authorized to enter to this agreement by the City.

CITY OF RIVERSIDE:

City of Riverside

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

Print Name: Mayor, Allen Schneider

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

WASHINGTON COUNTY:

Washington County

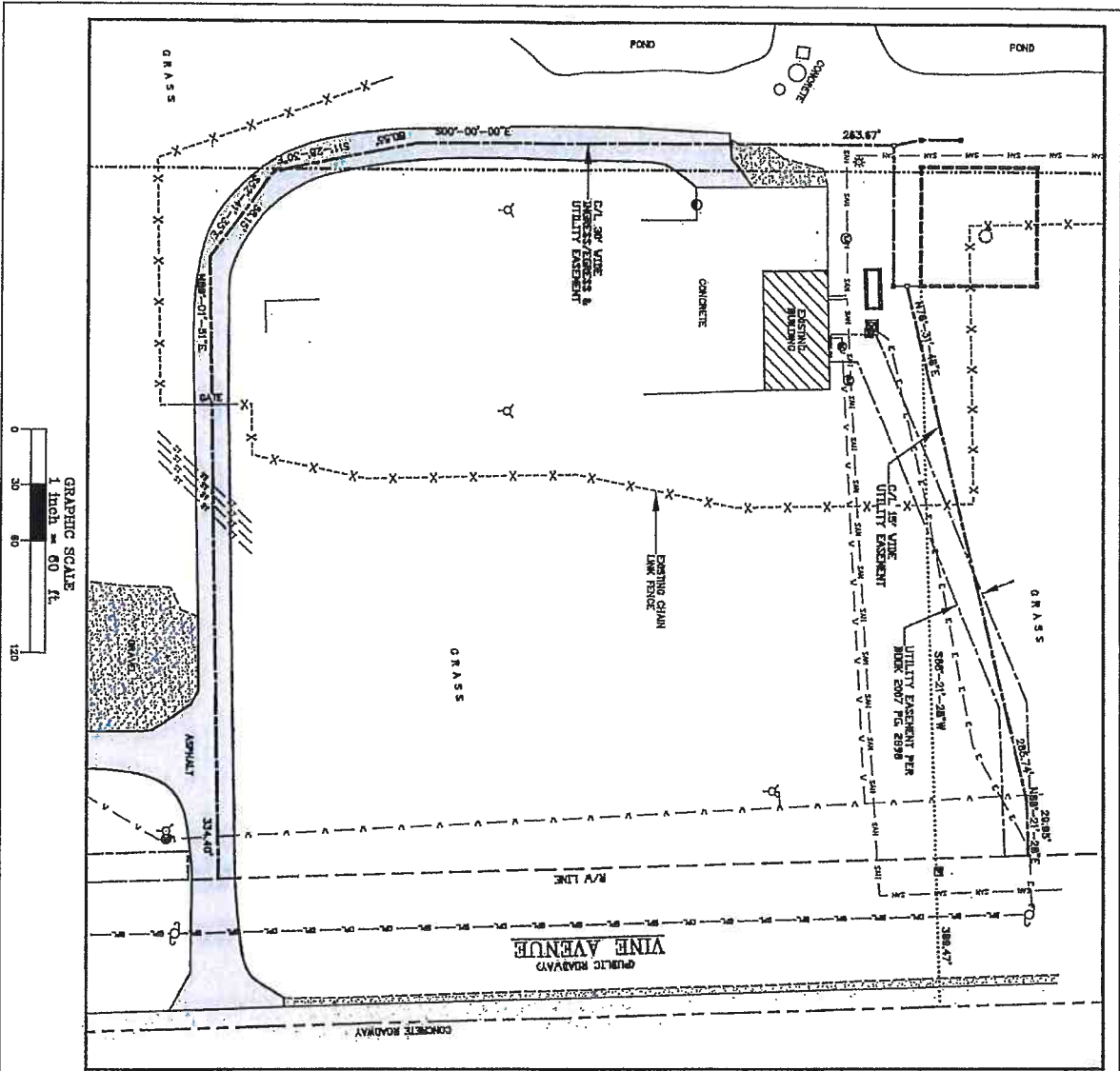
By: \_\_\_\_\_

Print Name: BOS Chair, Jack Seward Jr.

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



# COUNCIL PACKET



**SURVEY NOTES:**

THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER WARRANTS FROM THE LOCATION SHOWN FOR THE DISSECTION OF WATERS FROM THE LOCATION SHOWN.

THIS SURVEY WAS MADE WITH THE AID OF A TITLE REPORT PREPARED BY THE TITLE COMPANY OF RIVERSIDE, IOWA, DATED JANUARY 18, 2013, AND THE EXISTING DATE OF AUGUST 14, 2013, AND ENCLOSURES, IF ANY, ARE REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

THIS IS NOT A RADIATION SURVEY OF THE PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

**FIELD NOTES:**

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE PROPOSED TELECOMMUNICATIONS SITE IS LOCATED IN FLOOD ZONE "X", FIRM PANEL NO. 18183C0189B, DATED JANUARY 18, 2013, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA, ZONE "X" IS DESIGNATED AS: AREA OF MINIMAL FLOOD HAZARD.

**WETLAND NOTE:** ANY LOCATION OF WETLANDS HAS NOT BEEN DETERMINED BY THIS SURVEY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

- LEGEND—**
- 1" x 18" IRON PIPE SET
  - 6" NAIL SET
  - ◻ COUNTY MONUMENT FOUND
  - ⊕ EXISTING POWER POLE
  - ⊞ ELECTRIC TRANSFORMER
  - ⊟ ELECTRIC METER
  - ⊠ TELEPHONE PEDESTAL
  - ⊡ LIGHT POLE
  - ⊣ WATER VALVE
  - ⊤ FIRE HYDRANT
  - ⊥ SANITARY MANHOLE
  - ⊦ MANHOLE
  - ⊧ OVERHEAD ELECTRIC
  - ⊨ BURIED ELECTRIC
  - ⊩ WATER MAIN
  - ⊪ STORM SEWER MAIN
  - ⊫ SANITARY SEWER MAIN
  - ⊬ PROPERTY LINE



PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

**Brett L. Becker**  
No. P22419

DATE: 2014  
BY: Brett L. Becker

BEARINGS REFERENCED TO THE IOWA REGION # 177N, 18W, 32E, WHICH IS THE EAST LINE OF THE SE 1/4 OF (S482/2011) - SOUTH ZONE AND

**SURVEYED FOR:**

**Edge**  
Consulting Engineers, Inc.  
624 West Street  
P.O. Box 611  
Riverside, IA 52355  
www.edgeconsulting.com

**SURVEYED FOR:**

WASHINGTON COUNTY  
222 W. MAIN ST.  
WASHINGTON, IA 52353

**MERIDIAN**  
SURVEYING, LLC  
1802 Franklin Drive  
Riverside, IA 52355  
220-833-0851  
Fax: 220-273-8533

**SITE NAME:**  
RIVERSIDE

**SITE NUMBER:**

**SITE ADDRESS:**  
VINE AVENUE  
RIVERSIDE, IA 52327

**PROPERTY OWNER:**  
P.O. BOX 1188  
RIVERSIDE, IA 52327

**PARCEL NO.:** 0404800024 &  
0408400008

**ZONED:** COMMERCIAL

**DEED REFERENCE:** BOOK 89 PAGE 233

**LEASE EXHIBIT**  
FOR  
WASHINGTON COUNTY  
A PART OF THE E 1/2 OF THE SE 1/4,  
SECTION 9, T 7N, R 5W, 5TH P.M.,  
WASHINGTON COUNTY, IOWA

NO.	DATE	DESCRIPTION	BY
1	11/20/09	Added Utility Easement	BE
2	8/20/13	Revised Easement Record Title Note	BE
3	10/21/14	Professional Survey	BE

DRAWN BY:	DATE	FIELD BOOK:	X
JLB	8-15-19		

CHECKED BY:	DATE	SHEET	OF
C.A.K.	11-17-17	2	3







COUNCIL PACKET

RESOLUTION #051820-08

RESOLUTION APPROVING WATER TREATMENT  
SLUDGE DISPOSAL AGREEMENT

**Whereas**, the City of Riverside City will enter into an agreement for Water treatment Sludge Disposal with ENGIE Generation North America LLC for use of Riverside's idle lagoon.

**Therefore**, be it resolved the City of Riverside City Council does hereby agree to enter into the attached agreement.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 18th day of May, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk



## COUNCIL PACKET

### WATER TREATMENT SLUDGE DISPOSAL AGREEMENT

This Water Treatment Sludge Disposal Agreement (“Agreement”) is entered into this \_\_\_ day of May, 2020 (the “Commencement Date”), by and between the City of Riverside, Iowa (“CITY”) and ENGIE Generation North America LLC (“ENGIE”).

#### R E C I T A L S:

**WHEREAS**, ENGIE operates the University of Iowa water treatment facility (the “Water Plant”) as Operator under the Long-Term Agreement and Concession Agreement for the University of Iowa Utility Systems by and between the Board of Regents, State of Iowa; University of Iowa; and University of Iowa Energy Collaborative, LLC (the “Concession Agreement”); and

**WHEREAS**, operations of the Water Plant creates as a by-product a slurry from the treatment of drinking water (the “Water Treatment Sludge”); and

**WHEREAS**, ENGIE desires to contract with CITY for the disposal of Water Treatment Sludge in CITY’s wastewater treatment lagoon, as further described in Exhibit A attached hereto, (the “City Lagoon”);

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

**1. DISPOSAL OF WATER TREATMENT SLUDGE.** CITY grants to ENGIE the exclusive right to dispose and remove Water Treatment Sludge in the City Lagoon as described herein. CITY acknowledges that ENGIE will deliver Water Treatment Sludge for deposit into the City Lagoon by truck on a daily basis. ENGIE will take appropriate measures to ensure that sludge flows evenly across the lagoon and to avoid the occurrence of piles appearing in the lagoon. CITY further agrees that ENGIE, through its independent contractors, shall be permitted to remove Water Treatment Sludge from the City Lagoon for land application. ENGIE agrees that the deposit of Water Treatment sludge shall not exceed the capacity of the City Lagoon (with reasonable reserve capacity), and agrees to remove Water Treatment Sludge at least every two (2) years (except as extended by mutual agreement of the parties). City agrees that it will not, and will not allow, third parties to dispose or deposit other water treatment sludge or other materials into the City Lagoon without ENGIE prior written approval, which approval may be conditioned upon establishing reasonable procedures to ensure that any additional water treatment sludge does not contain hazardous materials, and assurance that ENGIE will not have any obligation relating to the removal of other materials from the City Lagoon.

**2. TERM.** This Agreement shall be in effect for an initial term of two (2) years beginning upon the Commencement Date (the “Initial Term”), and extending thereafter upon a year-to-year basis until either party gives notice of termination not less than nine (9) months prior to the termination date. Upon termination, ENGIE shall have ninety (90) days to remove Water Treatment Sludge to the depth existing upon the Commencement Date. Due to

## COUNCIL PACKET

seasonal restrictions for land application of sludge to agricultural lands, ENGIE may take longer than ninety (90) days to empty the lagoon, subject to mutual agreement.

**3. PAYMENT TERMS.** In consideration for ENGIE's disposal and the storage of Water Treatment Sludge in the City Lagoon; ENGIE agrees to pay CITY a fee of Thirty-Five Thousand Dollars (\$35,000) for the first contract year of this Agreement. Thereafter, the fee shall increase by Two Thousand Dollars (\$2,000) per each contract year (e.g., \$37,000 for contract year two, then assuming a one-year extension, \$39,000 for contract year three, and so forth), up to a maximum of \$50,000 per year. ENGIE shall pay the annual fee in one lump sum in advance, upon commencement of each contract year. **CITY shall invoice ENGIE upon commencement of each contract year, with payment due within thirty (30) days of receipt. City represents that it is an Iowa municipality, and payments hereunder will not be subject to sale or other taxes**

**4. COMPLIANCE: WITH LAWS; PERMITS.** ENGIE shall obtain all requisite permits at its own cost and expense and comply with all existing and future federal, state and local laws, rules and regulations which apply to ENGIE's operations under this Agreement.

**5. IMPROVEMENTS TO CITY LAGOON.** ENGIE shall, at its expense, pave the existing access road to the City Lagoon (as depicted in Exhibit A), and may clear brush and undergrowth from the portions of the City Lagoon as may be reasonably necessary to dispose of Water Treatment Sludge. ENGIE will exert commercially reasonable efforts to complete paving of the existing access road by no later than September 1, 2020; provided, however, the parties may agree to extend the date for completion of the paving if ENGIE is unable to complete the work by September 1, 2020 for reasons that are outside its control. Location of ENGIE's disposal of Water Treatment Sludge shall be mutually agreed by the parties. In order to obtain access to the City Lagoon, and to carry on its operations, ENGIE shall have a license to use all of the roadways now existing on the City Lagoon property, and shall have a license to build such additional roads on the City Lagoon as may be necessary for the disposal and removal of Water Treatment Sludge, provided CITY's consent is first obtained, which consent will not be unreasonably withheld by the CITY. Any other improvements will require the consent of the CITY prior to installation. ENGIE agrees to repair and maintain the access road and other CITY improvements, and repair damages to the CITY Lagoon (normal wear and tear excepted).

**6. INSURANCE; INDEMNITY.**

(a) ENGIE Indemnification of CITY. ENGIE hereby assumes all risk of damage to property or injury to persons in, on, or about the City Lagoon arising from its Water Treatment Sludge disposal and removal operations, and agrees that the CITY shall not be liable for, and is hereby released from any responsibility for, any damage either to persons or property or resulting from the loss of use of property, which damage is sustained by any person in, on or about the City Lagoon, caused by or arising from ENGIE's use of the City Lagoon. ENGIE agrees to indemnify, defend, protect, and hold harmless the CITY from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys'

## COUNCIL PACKET

fees) incurred in connection with or arising its use of the City Lagoon or relating to: (i) the use of the City Lagoon for Water Treatment Sludge disposal; (ii) the conduct of ENGIE's operations on the City Lagoon; (iii) ENGIE's breach or default of any of ENGIE's obligations under this Agreement, provided that the terms of the foregoing indemnity shall not apply to damages attributable to the gross negligence or willful misconduct of CITY.

(b) CITY's Indemnification of ENGIE. CITY agrees to indemnify, defend, protect and hold harmless the ENGIE from any and all loss, cost, damage, expense and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the City Lagoon or surrounding property arising out of, or relating to (i) CITY's negligence or intentional misconduct in the use, ownership or concurrent use of the CITY Lagoon and adjoining property; (ii) conduct of CITY's operations; or (iii) CITY's breach or default of any obligation under this Agreement, provided the terms foregoing indemnity shall not apply to damages attributable to the gross negligence or willful misconduct of ENGIE.

(c) Insurance Coverage Requirements. ENGIE shall obtain and maintain the following policies of insurance with limits of coverage not less than indicated.

(i) Comprehensive general liability insurance, including contractual liability insurance to cover liability assumed under Paragraph 8(c), with a limit of coverage of \$1,000,000 for death or injury to any person(s) or for property damage as a result of any one occurrence which may arise out, of or in connection with this Agreement;

(ii) Comprehensive automobile liability insurance, covering owned, non-owned, or hired vehicles, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage;

(iii) Employer's liability insurance with limits of not less than \$1,000,000 for each accident or occurrence;

(iv) Worker's compensation insurance, covering liability under applicable worker's compensation law, at the statutory coverage levels;

(v) Umbrella excess liability insurance of not less than \$3,000,000 per occurrence and in the aggregate; and

(vi) Any other insurance required by applicable Law.

ENGIE shall provide CITY with certificates evidencing the coverages described in Paragraph 6(c), including provision naming CITY as an additional insured, and giving City not less than thirty (30) days advance written notice to CITY of cancellation or material modification to the policies. ENGIE shall further secure from its contractors or assignees who may perform work at the City Lagoon certificates evidencing insurance coverage which is reasonable in relation to the contracted work and, which name CITY and ENGIE as an additional insured.

## COUNCIL PACKET

7. **ASSIGNMENT AND SUBLETTING.** ENGIE shall not be entitled to assign this Agreement to any party without the prior written consent of the CITY, which consent shall not be unreasonably withheld or delayed. City acknowledges and agrees that ENGIE may engage a third party contractor to remove Water Treatment Sludge from the City Lagoon for land application, provided that such contractor shall be bound by all terms of this Agreement.

8. **LIENS.** ENGIE shall not permit or allow any mechanic's liens or any other lien of any kind or character whatsoever to be filed or placed against or otherwise imposed upon the City Lagoon, including, without limitation, for any work, labor, service or material supplied or furnished by or to ENGIE. Within 20 days after receiving notice of any such lien, ENGIE shall satisfy such liens or cause them to be removed of record by bonding or otherwise.

9. **TERMINATION, SURRENDER OF THE CITY LAGOON AT END OF TERM - REMOVAL OF FIXTURES.**

(a) Surrender. ENGIE agrees that upon the termination of this Agreement it will surrender and deliver the City Lagoon in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, and operations at the City Lagoon or damage without fault or liability of ENGIE. ENGIE shall have no obligation to remove improvements or restore the City Lagoon to its original condition, with the exception of removing the Water Treatment Sludge as described in Section 1 above.

(b) Holding Over. Continued possession by ENGIE, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the CITY (and absent a written agreement by both parties for an extension of this Agreement, or for a new Agreement) shall constitute a month to month extension of this Agreement at a renewal rate of one hundred ten percent (110%) of current rent and taxes, for a period of no longer than six (6) months.

(c) Removal of Fixtures. ENGIE may, at the expiration of its tenancy, if ENGIE is not in default, remove any fixtures or equipment which ENGIE has installed in the City Lagoon, providing ENGIE repairs any and all damages caused by removal.

10. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

(a) Events of Default. Each of the following shall constitute an event of default

(i) Failure to pay the annual fee due hereunder and such failure shall continue for more than ten (10) days after CITY provides written notice thereof.

(ii) Failure to observe or perform any duties, obligations, agreements or conditions imposed pursuant to the terms of the Agreement.

(iii) Institution of voluntary bankruptcy proceedings by either party in which the Court orders relief against the such party as a debtor; assignment for the

## COUNCIL PACKET

benefit of creditors of the interest under this Agreement; appointment of a receiver for the property or affairs of the party, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

(b) Notice of Default. The non-defaulting party shall give written notice specifying the default and giving the defaulting party ten (10) days (for monetary defaults) or thirty (30) days (for non-monetary defaults) in which to correct the default. If there is a default (other than for non-payment of a monetary obligation of ENGIE, including rent) that cannot be remedied in thirty (30) days by diligent efforts, the defaulting party shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld.

(c) Remedies. In the event a defaulting party has not remedied a default in a timely manner following a Notice of Default, the non-defaulting party may proceed with all available remedies at law or in equity, including but not limited to the following:

(i) Termination. The non-defaulting party may declare this Agreement to be terminated and shall give the defaulting party a written notice of such termination. In the event of termination of this Agreement for failure to pay the annual fee, CITY shall be entitled to prove claim for and obtain judgment against ENGIE for the balance of the fee agreed to be paid for the term herein provided, plus all expenses of CITY in regaining possession of the City Lagoon including attorney's fees and court costs

(ii) Injunctive Relief/Specific Performance. If the default is due to the failure of a party to perform some obligation hereunder, the non -defaulting party may obtain injunctive relief, or pursue other legal remedies, including specific performance, to enforce their rights hereunder.

**11. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.** If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this Agreement, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies provided by law, may, upon written notice to other but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of twelve percent (12%) per annum, from the date of advance.

## **12. ENVIRONMENTAL.**

(a) CITY expressly represents and agrees:

(i) To CITY's knowledge, neither CITY or the City Lagoon are subject to any investigation concerning the City Lagoon by any governmental authority under any applicable Federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning

## COUNCIL PACKET

and other land use matters.

(ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the City Lagoon has been in compliance with all applicable Federal, state and local codes, rules and regulations.

(iii) No leak, spill, release, discharge, emission or disposal of toxic or hazardous substances has occurred on the City Lagoon.

(iv) CITY shall assume liability and shall indemnify and hold ENGIE harmless against all liability or expense arising from any condition which occurred or existed, whether known or unknown prior to, or at the time of execution of the Agreement which condition is not a result of actions of the ENGIE or which condition arises after date of execution but which is not a result of actions of the ENGIE.

(b) ENGIE expressly represents and agrees:

(i) During the term hereof, ENGIE's use of the City Lagoon will not include the use, storage, or disposal of any hazardous substance.

(ii) ENGIE's use of diesel-fueled heavy equipment or vehicles on or about the City Lagoon is permitted hereunder, provided such use shall be limited to activities associated with paving of the access road shown on Exhibit A, clearing of underbrush, and trucking/disposing of Water Treatment Sludge. Any other use of heavy equipment will require prior consent of the City.

(iii) During the term hereof, ENGIE shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept at the City Lagoon by ENGIE, and ENGIE shall give immediate notice to CITY of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

(iv) ENGIE, at its sole cost and expense, agrees to remediate, correct or remove from the City Lagoon any contamination of the property caused by any hazardous substances which have been used or permitted by ENGIE on the City Lagoon during this Agreement. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. ENGIE reserves all rights allowed by law to seek indemnity or contribution from any person, who is or may be liable for any such cost and expense.

### 13. GENERAL PROVISIONS.

(a) Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement and constitutes the entire agreement of the parties with respect to said subject matter. Subject to any provisions restricting assignment or subletting by ENGIE, this Agreement binds and benefits the

## COUNCIL PACKET

parties, their personal representatives, successors, and assigns.

(b) Amendment. No amendment or modification of this Agreement is effective unless made in writing and signed by each party.

(c) Attorneys' Fees. If at any time during the term of this Agreement (or any renewal or extension thereof), either party institutes any action or proceeding against the other relating to the enforcement of the provisions of this Agreement, or any default hereunder, the prevailing party shall be entitled to recover for its costs and expenses, including reasonable attorneys' fees, incurred in such action or proceeding.

(d) Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Iowa.

(e) Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement does not affect or impair any other provision or render the remainder of the Agreement unenforceable, invalid, or illegal.

(f) Notices. Any notices or other communications in respect of this Agreement shall be in writing, may be given by email (except for a demand for payment or a termination notice), hand delivery or certified mail (return receipt requested) and addressed or directed as follows:

ENGIE Generation North America LLC  
1 West Prentiss Street  
Iowa City, IA 52242  
Attn: Operations Manager  
Tel: 319-430-9706  
Email: richard.ney@engie.com

City of Riverside  
60 Greene St.  
Riverside, Iowa 52327  
Attention:  
Tel: 319-648-3501  
Email: admin@cityofriversideiowa.com

CC: ENGIE Generation North America LLC  
1360 Post Oak Blvd., Suite 400  
Houston, TX 77056  
Attn: General Counsel  
Tel: 713-636-1172  
Email: john.boatwright@engie.com

or such other address as CITY or ENGIE shall from time to time specify to the other.

#### **14. ETHICS, ENVIRONMENTAL, AND SOCIAL RESPONSIBILITY.**

CITY and ENGIE agree to abide and comply with ENGIE's commitment to ethics and sustainable development, as set forth in ENGIE's Ethics Charter, and Ethics of Business Relationships policy, all set forth at [www.engie.com](http://www.engie.com).

The parties have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

**COUNCIL PACKET**

**CITY OF RIVERSIDE, IOWA**

**ENGIE GENERATION NORTH  
AMERICA LLC**

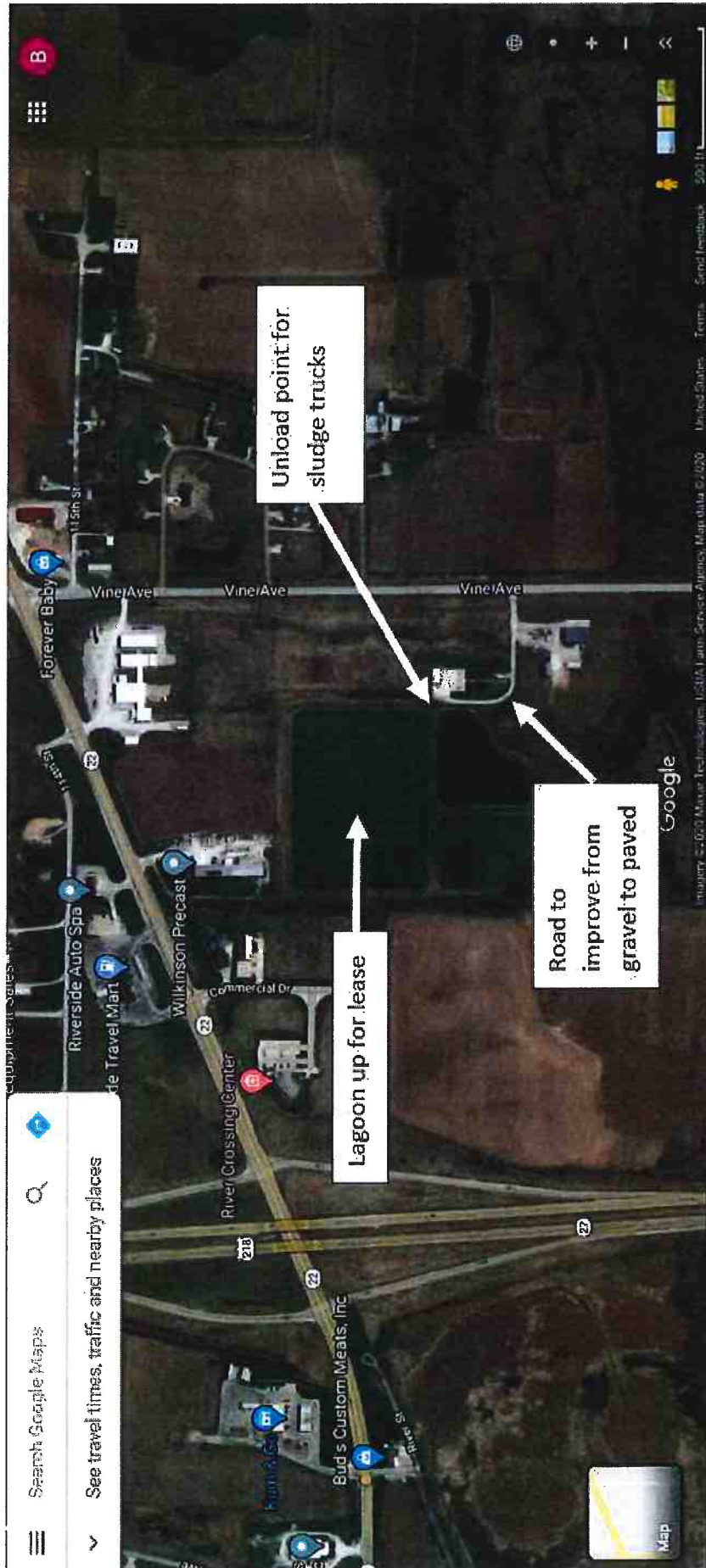
By: \_\_\_\_\_  
Its:

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



EXHIBIT A

CITY WASTEWATER TREATMENT LAGOON



COUNCIL PACKET

RESOLUTION #051820-09

RESOLUTION APPROVING PAY REQUEST FROM AMERICAN RESPONSE VEHICLES

Whereas, the City of Riverside City has decided to cancel the purchase of a new ambulance,

Therefore, be it resolved the City of Riverside City Council does hereby accept Invoice #8938 dated 5/6/2020 from American Response Vehicles in the amount of \$5000. The company stated that they would give credit to any new future purchases.

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 18<sup>th</sup> day of May, 2020.

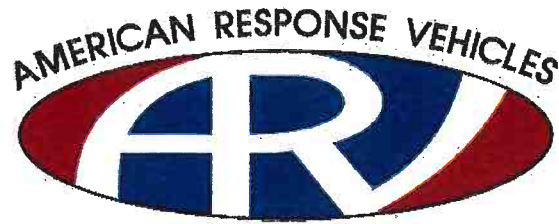
Signed: \_\_\_\_\_ Date \_\_\_\_\_

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

COUNCIL PACKET



**Invoice**

Date	Invoice
5/6/2020	8938

"Helping Emergency Services Save Lives"

Bill To
Riverside Fire Department 60 Greene St Riverside, IA 52327

Ship To
Riverside Fire Department 271 E. First St Riverside, IA 52327

VIN:	Unit #

P.O. #	Terms	Rep	Ship Date	Ship Via	FOB	Customer Contact
	Due on receipt	NC	5/6/2020			

Quantity	Item Code	Description	Price Each	Amount
1	Restock Fee	Ambulance Order Cancellation Fee	5,000.00	5,000.00
		Tax Exempt Government Agency	0.00%	0.00

All invoices due within 30 days or interest will be charged at 18% per annum.	<b>Total</b>	\$5,000.00
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# COUNCIL PACKET



## Washington's Reopening April 28<sup>th</sup>, 2020 Minutes

Meeting opened at 2:03 p.m. with attendees: Michelle Redlinger, Brent Hinson, Jaron Rosien, Jim Lester, Danielle Pettit-Majewski, Alisha Davis, Marissa Reisen, Jared Schneider, Bob Yoder, Willie Stone, Todd Patterson, Tera Pickens, David Collins, Chris Marshall, Katie Knight, Maureen Howard, Kelly Litwiller, Christine Yancey, Troy McCarthy, Steve Bohn, Sarah Grunewaldt, Bill Monroe, Amy Schulte, Matt Brown.

### I. Welcome/Purpose of committee

- Michelle Redlinger opened the meeting with an explanation that the Chamber hopes to help coordinate the reopening of Washington between the cities in Washington county, area healthcare leaders, local businesses and asses how your economic and community partners can help facilitate the needs of our evolving times.

### II. Washington County's continued restrictions

- Sarah Grunewaldt (Main Street) explained that Washington County's restrictions remain in place until May 15. The one exception is for nonessential retail establishments. Under the Governor's most recent proclamation you may continue to be open for curbside & delivery, but also BY APPOINTMENT if you should choose. This has been verified by the governor's office & is up to your discretion.

### III. Updates from area healthcare leaders

- Todd Patterson (WCHC) explained the hospital has tested 537 400 negative results, 127 positives, 10 pending. They regularly test around 100 patients per week. The peak of positive tests was on April 4 and we are currently around a 12% positivity rate. An internal triage process is being used for individuals who inquire about tests. As of Monday, elective procedures will be opening over the next week or two. WCHC has sufficient PPE to last through the summer. The Saturday clinic will resume at Family Practice this upcoming Saturday, May 2<sup>nd</sup> by appointment only. He encourages the community to use WCHC's services and regular appointments may be scheduled.
- Danielle Pettit-Majewski (WCPH) discussed her concern over the division of the state partially lessening restrictions with some of our neighboring counties slowing opening up. Much like the hospital seeing less cases which shows that the social distancing measures are working. Interested to see how [testiowa.gov](https://testiowa.gov) impacts our case number in our county. Believes that those counties have 'yet' to see the outbreak that Washington County has experienced. With people traveling to these open counties, we risk extending the peak out even longer. She noted that the cases of COVID-19 are still rising and there was an additional death today. She anticipates the peak will hit around the first or second week in May and we will need to keep social isolation requirements in place throughout the summer.
- Marissa Reisen (Washington County Emergency Management) has been working to stockpile/order PPE because she is predicting needing it for a 2nd wave later this year. Doesn't want to be caught unprepared.
- 

### IV. Updates from government officials –

- City and county officials were in unison in sharing that their in-person offices are closed except for some appointments allowed. They are lessening contact between staff through alternating shifts. They aren't in any rush to reopen City Halls to the public as they see us all experiencing peaks & valleys of COVID-19 activity for a while. HR has been a challenge to navigate. Everyone seemed interested in watching how the other communities are opening up to gain knowledge. A slow opening is the plan for all.

## COUNCIL PACKET



- Jared Schneider (WCSO) & Jim Lester (WPD) have been working really closely together through the pandemic. Sheriff and Police Dept. have adjusted their methods a little when doing their jobs. Will not have a difficult transition back to normal. Jail visitations were closed recently due to equipment issues & remain so. Jared is not in a hurry to reopen them.

### V. Industry updates

- Steve Bohn (WSB) said that all financial institutions are closed to the public, open by appointment, and are offering same services as normal with staff alternating hours. Their area branches have processed over \$25 million in PPP loans, primarily in the Washington branch. Matt Brown (CBI) also stated extremely busy loan applications for local businesses. Staff are flexing work from home when able. Neither are anxious to open before it is safe to do so.
- Ag – no report
- Amy Schulte (YMCA) said the daycare has remained opened and is the only childcare facility open with exception of UP with Kids open to healthcare staff's families. They have seen a drop in children and are being challenged with keeping up with costs with less income (have allowed families to keep their spots without payment in April & May). They did consider adding new families for essential workers, but did not see a need. Their new facility will be open in early June and they are waiting to see how Y's in other counties are slowly opening. They anticipate opening a week or two after restrictions are lifted, to allow for proper staff training and procurement of proper sanitization materials. They have kept staff despite very limited services and will have to add new positions to monitor new sanitization standards. They are still planning on opening their summer camps for school children. The pool reopening is also a fine line between meeting community needs and trying to find ways to keep sanitization standards. Fitness classes are being held online and spring/summer sports are being pushed back as late as possible to allow options for youth sports, if possible.
- Salons – no report
- Small Business –no report
- Willie Stone (WCSD) says with school closures throughout the remainder of the year they are finishing classes online for grades 9-12 and Pre K – 8 as voluntary. They are evaluating how they can honor the normal traditions that seniors are allowed. They are hoping to get some of these events offered in late summer. Tera Pickens (KCC) have continued their classes online. They will be eliminating or decreasing some of their adult learning courses as demand has dropped.
- Chris Marshall (Halcyon) said that they have been on lockdown since early March and have reported no cases of COVID-19 in either staff or residents. They have created many safety measures to keep their residents and staff safe. They have isolation rooms and have increased safety standards in their food preparation. They are still in need of protective gowns.
- Social Services – no report
- Pastor Maureen Howard (Immanuel Lutheran & Ministerial Ass) commented that all churches have transitioned to online services. There were discussions about opening their doors when restrictions are lessened and everyone is unified in their thoughts that the earliest that they would consider this would be the end of May.
- Technology – no report
- Jaron Rosien (JP's 207) said that his restaurant is among many that are open for carry-out only. They are adhering to safety guidelines and are keeping abreast of new guidelines being given from the Iowa Restaurant Association. Local restaurants should all be referring to Washington County Health Department (Jason Taylor) for advice on how to reopen safely.

### VI. Economic and Community Support

## COUNCIL PACKET

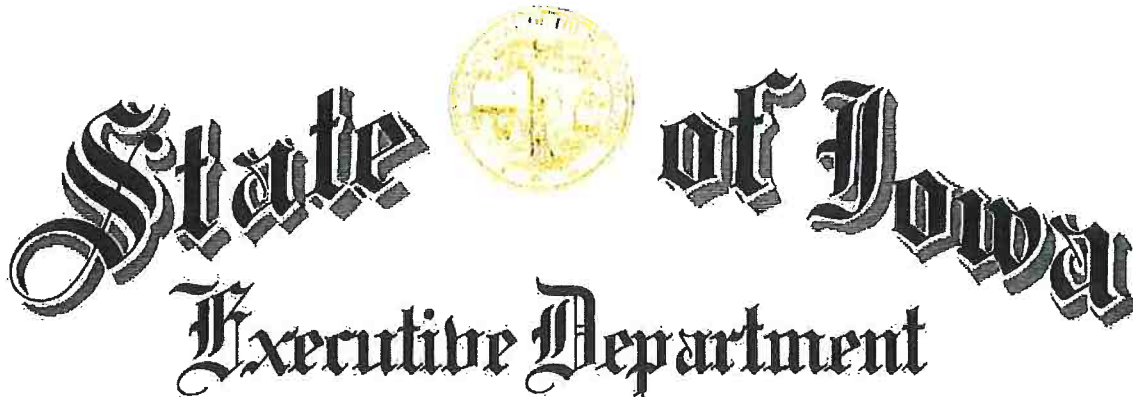


- Katie Knight (United Way) wanted the group to be aware of some social services they are able to provide for Washington County. They offer assistance for rent, medications and household supplies as part of their community disaster relief program.
- The meeting ran long with the opportunity to learn from our various partners. It was discussed that various agencies (Chamber, Main Street, WEDG) are eager to learn from our local businesses, cities, officials, and citizens to provide assistance as required. The shared website between these organizations and the City of Washington has been a place to provide community information. Main Street and the Chamber provide a number of community events throughout the year and will make the decision about many of their summer events on April 30 and May 1. We anticipate seeing social distancing fatigue this summer and are looking into safe events to help keep activities to a safe level. Sarah Grunewaldt (Farmer's Market) discussed some of the pick-up options that they are looking at for Farmer's Market this summer. Bill Monroe (Chamber) shared the struggles that our local media are facing with their reliance on advertising that have plummeted due to businesses not being open. He suggested looking at ways to keep using those services and finding ways to support this local industry.
- distancing fatigue
- Community support
- Business support

### VII. Adjournment (3:08 p.m.)

- The next meeting will be held in 7-10 days as we learn more about where Washington County's cases of COVID-19 will be in a week and if we are starting to see a decline and a possible lessening of restrictions.

COUNCIL PACKET



IN THE NAME AND BY THE AUTHORITY OF THE STATE OF IOWA

**PROCLAMATION OF DISASTER EMERGENCY**

**WHEREAS**, the World Health Organization has reported an outbreak of thousands of cases of Novel Coronavirus 2019 (COVID-19) in multiple countries, causing illness and deaths; and

**WHEREAS**, on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency; and

**WHEREAS**, on March 9, 2020, a Proclamation of Disaster Emergency was issued to coordinate the State of Iowa's response to this outbreak and such disaster continues to exist; and

**WHEREAS**, on March 11, 2020 the World Health Organization declared the COVID-19 outbreak a global pandemic; and

**WHEREAS**, on March 13, 2020, President Donald J. Trump issued a proclamation declaring that the COVID-19 outbreak in the United States constitutes a national emergency; and

**WHEREAS**, on March 17, 2020, a Proclamation of Public Health Disaster Emergency was issued to provide additional needed resources and measures to respond to this disaster, and such public health disaster continues to exist and should be extended until April 30, 2020; and

**WHEREAS**, the risk of transmission of COVID-19 may be substantially reduced by ensuring that dental services resume only in compliance with guidelines approved by the Iowa Dental Board; and

**WHEREAS**, the risk of transmission of COVID-19 may be substantially reduced by continuing to ensure business takes appropriate public health precautions while reopening; and

**WHEREAS**, strict compliance with the provisions of Iowa Code § 123.34(1) and Iowa Admin. Code rule 185-4.26 providing for the expiration of certain liquor licenses, beer permits, and wine permits would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the provisions of Iowa Code § 279.10(1) prohibiting a school district from starting its school calendar before August 23, 2020, would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

## COUNCIL PACKET

**WHEREAS**, strict compliance with the regulatory provisions of Iowa Administrative Code rule 281-31.4(3)(a), regarding face-to-face contact by home school assistance program teachers, would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the regulatory provisions of Iowa Code § 299A.1(2)(b) and Iowa Administrative Code rules 281-31.1(2)(b) and 281-31.11, regarding the provision of independent private instruction, would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the regulatory provisions of Iowa Administrative Code rule 281-36.15(2), regarding academic eligibility for interscholastic athletic competition, would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the regulatory provisions of Iowa Administrative Code rule 281-36.15(3)-(4), regarding transfer eligibility for interscholastic athletic competition, would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the provisions of Iowa Code § 76.2(1)(b) requiring a county or a city to file with its county auditor a resolution prior to April 15 in order for the annual levy to begin with the tax levy for collection commencing July 1 of that fiscal year would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the provisions of Iowa Code § 35B.6(1)(c) and Iowa Admin. Code rules 801-7.2(2) and 801-7.2(3)(c) requiring an executive director or administrator to complete a course of certification training within one year of employment would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the provisions of Iowa Code § 544A.8 and Iowa Admin. Code rule 193B-2.3 establishing examination deadlines as a condition of initial licensure for architects would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the provisions of Iowa Code §§ 543B.15(7) and 543B.15(8) establishing certain deadlines to complete education requirements prior to examination for initial licensure for real estate salespersons and real estate brokers would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the provisions of Iowa Code §§ 536.11(2), 536A.14(1), and 537.2304 (2), and Iowa Admin. Code rules 187-15.12, 187-16.2(1), 187-17.12, 187-19.7, requiring a licensee to file annual reports would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state; and

**WHEREAS**, strict compliance with the provisions of Iowa Code §§ 533A.2(7), 533D.3(7), 535B.4(2)(b), 535D.4, 536.30, 536A.32, and 543E.20(5) and Iowa Admin. Code rules 187-15.3(2), 187-16.3(2), 187-17.3(2), 187-18.2(2), 187-19.2(5), 187-20.3(2), and 187-25.2(3) requiring the completion of a background check for initial licensure would prevent, hinder, or delay necessary action in coping with this disaster in all counties of our state.



## COUNCIL PACKET

### DENTAL SERVICES

**SECTION ONE.** Pursuant to Iowa Code § 135.144(3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, I hereby order that effective at 5:00 a.m. on May 8, 2020 and continuing until this disaster proclamation expires:

- A. A dentist and his or her dental staff may resume providing any dental services if the dentist complies with the following requirements:
  - (1) All dental services are provided in compliance with the Guidelines for the Safe Transition Back to Practice adopted by the Iowa Dental Board on May 5, 2020:
  - (2) The dentist has adequate inventories of personal protective equipment (PPE) and access to a reliable supply chain without relying on state or local PPE stockpiles to comply with the Guidance for Returning to Work During COVID-19.
  - (3) The dentist has a plan to conserve PPE consistent with guidance from the CDC and Iowa Department of Public Health.
- B. The performance of any dental procedures except in compliance with paragraph A continue to be prohibited.
- C. This order shall be enforced by Iowa Dental Board investigators or their designees who, pursuant to Iowa Code § 153.33(1)(b), shall have the powers and status of peace officers when enforcing this order.

### REOPENING OF ADDITIONAL BUSINESSES (Statewide)

**SECTION TWO.** Pursuant to Iowa Code § 135.144 (3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, I hereby order that effective at 5:00 a.m. on May 8, 2020, and continuing until 11:59 p.m. on May 15, 2020:

- A. **Campgrounds:** Any public or private campground may reopen, provided that the campground implements reasonable measures under the circumstances of each campground to ensure social distancing, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.
- B. **Drive-in movie theaters:** The closure of theaters where motion pictures are shown shall not apply to a drive-in movie theater. A drive-in movie theater may reopen, but only to the extent that the theater ensures that all cars are parked at least six feet apart and takes other reasonable measures under the circumstances of each theater to ensure social distancing of employees and patrons, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with Guidance issued by the Iowa Department of Public Health.
- C. **Tanning facilities:** A tanning facility<sup>63</sup>, as defined by Iowa Code § 136D.2(5), may reopen, but only to the extent that the facility takes other reasonable measures under

## COUNCIL PACKET

### CLARIFICATION REGARDING SOCIAL AND FRATERNAL CLUBS

(All counties except Allamakee, Benton, Black Hawk, Bremer, Dallas, Des Moines, Dubuque, Fayette, Henry, Iowa, Jasper, Johnson, Linn, Louisa, Marshall, Muscatine, Polk, Poweshiek, Scott, Tama, Washington, or Woodbury County)

**SECTION THREE.** Pursuant to Iowa Code § 135.144 (3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, I hereby order that effective at 5:00 a.m. on May 8, and until 11:59 p.m. on May 15, 2020:

**A. Social and fraternal clubs:** All social and fraternal clubs, including but not limited to American Legion or VFW posts, Elks Clubs, country clubs, and golf course clubhouses shall be closed, except that a golf course clubhouse may also be open to the minimal extent necessary to facilitate use of the golf course provided appropriate social distancing practices are implemented and any such social or fraternal club may reopen to serve food and beverages on its premises, but only to the extent that it complies with the following requirements:

- (1) **Capacity limited:** The club must limit the number of customers present at indoor or outdoor spaces to 50% of its normal operating capacity to ensure adequate spacing of groups.
- (2) **Groups limited:** The club must ensure that no group of customers seated together in the restaurant is larger than six people.
- (3) **Social distancing:** The club must ensure at least six feet of physical distance between each group or individual dining alone.
- (4) **Self-service prohibited:** The club must not have any self-service of food or beverages, including buffets or salad bars.
- (5) **Social distancing, hygiene, and public health measures:** The club shall also implement reasonable measures under the circumstances of each restaurant to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Inspections and Appeals and the Iowa Department of Public Health.
- (6) **Food Service Required:** If the club serves alcoholic beverages and the service of food is merely incidental to the consumption of beverages and is limited to the service of ice, snack foods and the reheating of commercially prepared foods such as frozen pizza, pre-packaged sandwiches, or other prepackaged, ready-to-serve products, the club shall continue to be closed to the public except that to the extent permitted by applicable law as modified by the suspensions in this Proclamation, and in accordance with any recommendations of the Iowa Department of Public Health, food and beverages may be sold if such food or beverages are promptly taken from the premises, such as on a carry-out or drive-through basis, or if the food or beverage is delivered to customers off the premises.

## COUNCIL PACKET

### REOPENING OF ADDITIONAL BUSINESSES

(Allamakee, Benton, Black Hawk, Bremer, Dallas, Des Moines, Dubuque, Fayette, Henry, Iowa, Jasper, Johnson, Linn, Louisa, Marshall, Muscatine, Polk, Poweshiek, Scott, Tama, Washington, and Woodbury counties)

**SECTION FOUR.** Pursuant to Iowa Code § 135.144 (3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, I hereby order that effective at 5:00 a.m. on May 8, and until 11:59 p.m. on May 15, 2020:

- A. Fitness centers:** All fitness centers, health clubs, health spas, gyms, aquatic centers shall continue to be closed, except that such a facility may open on an appointment basis, provided that the facility permits only a single patron at one time and takes reasonable measures under the circumstances of each facility to ensure social distancing of employees and patrons, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with Guidance issued by the Iowa Department of Public Health.
- B. Malls:** An enclosed mall may reopen, but only to the extent that it complies with the following requirements:
- (1) Capacity limited:** The mall must limit the number of customers present to 50% of its maximum legal occupancy capacity.
  - 1. **Common seating areas:** All common seating areas, such as food courts, shall remain closed. Restaurants in food courts may operate on a carry-out basis.
  - 2. **Play areas:** Any play area or playground must remain closed.
  - 3. **Social distancing, hygiene, and public health measures:** The mall shall also implement reasonable measures under the circumstances of each mall to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.
- C. Other retail establishments:** A retail establishments that was previously ordered to be closed under section 5, paragraph I, of the Proclamation of Disaster Emergency issued on April 27, 2020, may reopen, but only to the extent that it limits the number of customers present to 50% of its maximum legal occupancy capacity and implements reasonable measures under the circumstances of each establishment to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.

This section shall apply only to businesses and establishments located in **Allamakee, Benton, Black Hawk, Bremer, Dallas, Des Moines, Dubuque, Fayette, Henry, Iowa, Jasper, Johnson, Linn, Louisa, Marshall, Muscatine, Polk, Poweshiek, Scott, Tama, Washington, and Woodbury counties.**

### SUSPENSION OF ALCOHOL LICENSE EXPIRATION

## COUNCIL PACKET

### SCHOOL START DATE FOR 2020-2021 SCHOOL CALENDAR

**SECTION SIX.** Pursuant to Iowa Code §§ 29C.6(6) and 135.144(3), in conjunction with the Iowa Department of Public Health, and at the request of Iowa Association of School Boards on behalf of numerous local governmental bodies, I temporarily suspend the regulatory provisions of Iowa Code § 279.10(1), to the extent that it prohibits a school district or accredited nonpublic school from beginning its school calendar before August 23, 2020, but only if the school district adopts a calendar as a part of its Return to Learn Plan submitted to the Iowa Department of Education that ensures that any instructional time scheduled before August 23, 2020, is in excess of the minimum instructional time of one hundred eighty days or one thousand eighty hours. This suspension applies only to the 2020-2021 school calendar as a result of the school closures ordered during this public health disaster emergency.

### PRIVATE INSTRUCTION REQUIREMENTS

**SECTION SEVEN.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Administrative Code rule 281-31.3(3)(a), requiring face-to-face contact between children receiving competent private instruction from privately retained licensed practitioners and those practitioners.

**SECTION EIGHT.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Code sections 299A.3 and 299A.4, and Iowa Administrative Code rules 281-31.8 and 281-31.9, which require an annual assessment of children receiving competent private instruction and setting deadlines for reporting of assessment results.

**SECTION NINE.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Administrative Code rule 281-31.4(3)(a), requiring face-to-face contact between children receiving competent private instruction from home school assistance program teachers and those teachers.

**SECTION TEN.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Code section 299A.1(2)(b) and Iowa Administrative Code rules 281-31.1(2)(b) and 281-31.11, governing the provision of independent private instruction.

### INTERSCHOLASTIC ATHLETICS REQUIREMENTS

**SECTION ELEVEN.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Administrative Code rule 281-36.15(2), the scholarship rule for interscholastic athletics. When school resumes and athletic competitions resume, all student athletes will be deemed to be academically eligible.

**SECTION TWELVE.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Administrative Code rule 281-36.15(3) and (4), the transfer rule for interscholastic athletics, to the extent that these subrules require a certain number of school days of ineligibility. Any day that a school is closed pursuant to a proclamation of the Governor shall be counted toward the days required by Iowa Administrative Code rule 281-36.15(3) and (4).

### EXTENSION OF TAX LEVY RESOLUTION FILING DEADLINE

**SECTION THIRTEEN.** Pursuant to Iowa Code § 29C.6(6), and at the request of the City of Windsor Heights, I temporarily suspend the regulatory provisions of Iowa Code

## COUNCIL PACKET

### ADDITIONAL PROFESSIONAL LICENSURE RELIEF

**SECTION FIFTEEN.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Code § 544A.8 and Iowa Admin. Code rule 193B-2.3 establishing examination deadlines as a condition of initial licensure for architects. I hereby direct the Architectural Examining Board to provide additional guidance to applicants for initial licensure regarding the effect of these suspensions.

**SECTION SIXTEEN.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Code §§ 543B.15(7) and 543B.15(8), establishing certain deadlines to complete education requirements prior to examination for initial licensure for real estate salespersons and real estate brokers. I hereby direct the Real Estate Commission to provide additional guidance to applicants for initial licensure regarding the effect of these suspensions.

**SECTION SEVENTEEN.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Code §§ 536.11(2), 536A.14(1), and 537.2304 (2), and Iowa Admin. Code rules 187-15.12, 187-16.2(1), 187-17.12, 187-19.7, requiring a licensee to file annual reports.

**SECTION EIGHTEEN.** Pursuant to Iowa Code § 29C.6(6), I temporarily suspend the regulatory provisions of Iowa Code §§ 533A.2(7), 533D.3(7), 535B.4(2)(b), 535D.4, 536.30, 536A.32, and 543E.20(5) and Iowa Admin. Code rules 187-15.3(2), 187-16.3(2), 187-17.3(2), 187-18.2(2), 187-19.2(5), 187-20.3(2), and 187-25.2(3), which require the completion of background checks for initial applicants as a condition of obtaining professional licensure. Suspension of these provisions shall extend through the duration of this Proclamation and any future extension of this suspension. I hereby direct all regulatory agencies governed by these provisions to, upon the expiration of this Disaster Emergency, conduct background checks for those applicants and take any necessary action resulting from completion of those checks, up to and including revocation of licensure.

### IMPLEMENTATION AND INTERPRETATION

**SECTION NINETEEN.** The Iowa Department of Public Safety, Iowa Department of Public Health, Iowa Department of Education, Iowa Department of Homeland Security and Emergency Management, Iowa Department of Transportation, and other participating state agencies continue to be directed to monitor the operation and implementation of this proclamation to assure the public's health and safety.

**SECTION TWENTY.** In conjunction with the Department of Public Health pursuant to Iowa Code §§ 29C.18 and 135.35, all peace officers of the state continue to be called upon to assist in the enforcement of the provisions of this Proclamation.

**SECTION TWENTY-ONE.** Nothing contained in this declaration shall be construed as an exemption from any other portion of the Iowa Code or Iowa Administrative Code not specifically identified in this proclamation.

**SECTION TWENTY-TWO.** The provisions of this proclamation shall be effective immediately, unless otherwise noted. This proclamation shall not be construed to otherwise modify the proclamation of April 27, 2020. This state of public health disaster emergency shall continue to expire on May 27, 2020, at 11:59 p.m., unless sooner terminated or extended in writing by me.

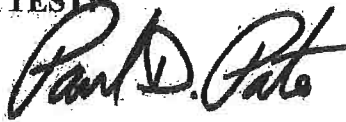
COUNCIL PACKET



IN TESTIMONY WHEREOF, I HAVE  
HEREUNTO SUBSCRIBED MY NAME AND  
CAUSED THE GREAT SEAL OF THE STATE  
OF IOWA TO BE AFFIXED AT DES MOINES,  
IOWA THIS 6<sup>th</sup> DAY OF MAY IN THE YEAR  
OF OUR LORD TWO THOUSAND TWENTY.

  
\_\_\_\_\_  
KIMBERLY K. REYNOLDS  
GOVERNOR

ATTEST:



\_\_\_\_\_  
PAUL D. PATE  
SECRETARY OF STATE

COUNCIL PACKET



IN THE NAME AND BY THE AUTHORITY OF THE STATE OF IOWA

**PROCLAMATION OF DISASTER EMERGENCY**

**WHEREAS**, the World Health Organization has reported an outbreak of thousands of cases of Novel Coronavirus 2019 (COVID-19) in multiple countries, causing illness and deaths; and

**WHEREAS**, on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency; and

**WHEREAS**, on March 9, 2020, a Proclamation of Disaster Emergency was issued to coordinate the State of Iowa's response to this outbreak and such disaster continues to exist; and

**WHEREAS**, on March 11, 2020 the World Health Organization declared the COVID-19 outbreak a global pandemic; and

**WHEREAS**, on March 13, 2020, President Donald J. Trump issued a proclamation declaring that the COVID-19 outbreak in the United States constitutes a national emergency; and

**WHEREAS**, on March 17, 2020, a Proclamation of Public Health Disaster Emergency was issued to provide additional needed resources and measures to respond to this disaster, and such public health disaster continues to exist and should be extended until April 30, 2020; and

**WHEREAS**, the risk of transmission of COVID-19 may be substantially reduced by continuing to ensure business takes appropriate public health precautions while reopening and that some other businesses and establishment remain closed; and

**NOW THEREFORE, I, KIMBERLY K. REYNOLDS**, Governor of the State of Iowa, by the power and authority vested in me by the Iowa Constitution, Art. IV, §§ 1, 8 and Iowa Code §§ 29C.6(1), 135.140(6), and 135.144 do hereby proclaim a **STATE OF PUBLIC HEALTH DISASTER EMERGENCY** continues to exist throughout the entire state of Iowa and do hereby **ORDER** and **DIRECT** the following:

**PROTECTION OF VULNERABLE IOWANS**

**SECTION ONE.** I continue to strongly encourage all vulnerable Iowans, including those with preexisting medical conditions and those older than 65, in all counties of the state to continue to limit their activities outside of their home, including their visits to businesses and other establishments and their participation in gatherings of any size and any purpose. And I encourage all Iowans to limit their in-person interactions with vulnerable Iowans and to exercise particular care and caution when engaging in any necessary interactions.

**REOPENING OF BUSINESSES AND ESTABLISHMENTS**

(Statewide)

**SECTION TWO.** Pursuant to Iowa Code § 135.144 (3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, I hereby order that effective at 5:00 a.m. on May 15, 2020 and until 11:59 p.m. on May 27, 2020:

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**A. Restaurants:** A restaurant may reopen or remain open to serve food and beverages on its premises, but only to the extent that it complies with the following requirements:

- (1) **Capacity limited:** The restaurant must limit the number of customers present at indoor or outdoor spaces to 50% of its normal operating capacity to ensure adequate spacing of groups.
- (2) **Groups limited:** The restaurant must limit party size seated together to no more than six people.
- (3) **Social distancing:** The restaurant must ensure at least six feet of physical distance between each group or individual dining alone.
- (4) **Self-service prohibited:** The restaurant must not have any self-service of food or beverages, including buffets or salad bars.
- (5) **Other social distancing, hygiene, and public health measures:** The restaurant shall also implement reasonable measures under the circumstances of each restaurant to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Inspections and Appeals and the Iowa Department of Public Health.

This paragraph does not reopen a bar, which must remain closed to the public except as provided in section 2, paragraph A of this Proclamation.

**B. Fitness centers:** A fitness center, health club, health spa, or gym may reopen or remain open, but only to the extent that it complies with the following requirements:

- (1) **Capacity limited:** The establishment must limit the number of customers present to 50% of its maximum legal occupancy capacity.
- (2) **Social distancing:** The establishment must ensure that all equipment, such as treadmills, bikes, weight machines, benches, and power racks, are spaced at least six feet apart or take other appropriate measures to ensure that more closely spaced equipment is not used.
- (3) **Group activities:** Any group activities or classes must be limited to ten or fewer people and all people participating must maintain a distance of six feet apart at all times.
- (4) **Other social distancing, hygiene, and public health measures:** The establishment shall also implement reasonable measures under the circumstances of each establishment to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.

**C. Malls:** An enclosed mall may reopen or remain open, but only to the extent that it complies with the following requirements:

- (1) **Capacity limited:** The mall must limit the number of customers present to 50% of its maximum legal occupancy capacity.
- (2) **Common seating areas:** All common seating areas, such as food courts, shall remain closed. Restaurants in food courts may operate on a carry-out basis.
- (3) **Play areas:** Any play area or playground must remain closed.



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- (4) **Social distancing, hygiene, and public health measures:** The mall shall also implement reasonable measures under the circumstances of each mall to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.
- D. Other retail establishments:** A retail establishment that was previously ordered to be closed statewide and then only in certain counties under section 5, paragraph 1, of the Proclamation of Disaster Emergency issued on April 27, 2020, may reopen or remain open, but only to the extent that it limits the number of customers present to 50% of its maximum legal occupancy capacity and implements reasonable measures under the circumstances of each establishment to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.
- E. Salons:** A salon, including any establishment providing the services of cosmetology, electrolysis, esthetics, nail technology, manicuring, and pedicuring, all as defined in Iowa Code § 157.1, may reopen, but only to the extent that it complies with the following requirements:
- (1) **Capacity limited:** The salon must limit the number of customers present to 50% of its maximum legal occupancy capacity.
  - (2) **Appointment only:** The salon must operate on an appointment basis to ensure that the public is not gathering in a waiting area.
  - (3) **Social distancing:** The salon must ensure that all customers are at least six feet apart when performing cosmetology practices.
  - (4) **Other social distancing, hygiene, and public health measures:** The salon shall also implement reasonable measures under the circumstances of each salon to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.
- F. Barbershop:** A barbershop, as defined in Iowa Code § 158.1, may reopen, but only to the extent that it complies with the following requirements:
- (1) **Capacity limited:** The barbershop must limit the number of customers present to 50% of its maximum legal occupancy capacity.
  - (2) **Appointment only:** The barbershop must operate on an appointment basis to ensure that the public is not gathering in a waiting area.
  - (3) **Social distancing:** The barbershop must ensure that all customers are at least six feet apart when performing barbering services.
  - (4) **Other social distancing, hygiene, and public health measures:** The barbershop shall also implement reasonable measures under the circumstances of each barbershop to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.
- G. Medical spas:** A medical spa, as defined in Iowa Admin Code § 653-13.8(1), may reopen or remain open to provide medical aesthetic services, but only if the medical spa complies with the requirements for performing outpatient procedures that utilize PPE in section 8, paragraph A, of this Proclamation.

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- H. Tanning facilities:** A tanning facility, as defined by Iowa Code § 136D.2(5), may reopen or remain open, but only to the extent that the facility takes reasonable measures under the circumstances of each facility to ensure social distancing of employees and patrons, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with Guidance issued by the Iowa Department of Public Health.
- I. Massage therapy establishments:** An establishment where an individual is practicing massage therapy as defined by Iowa Code § 152C.1(3) may reopen, but only to the extent that the establishment takes reasonable measures under the circumstances of each establishment to ensure social distancing of employees and patrons, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with Guidance issued by the Iowa Department of Public Health.
- J. Tattoo establishments:** A tattoo establishment, as regulated by Iowa Code § 135.37, may reopen, but only to the extent that the establishment takes reasonable measures under the circumstances of each establishment to ensure social distancing of employees and patrons, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with Guidance issued by the Iowa Department of Public Health.
- K. Campgrounds:** Any public or private campground may reopen or remain open, provided that the campground implements reasonable measures under the circumstances of each campground to ensure social distancing, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.
- L. Race tracks:** A speedway or race track, including a track conducting horse or dog races, may reopen or continue its operations provided that it does not permit any spectators to attend its events in person.
- M. Libraries:** A library may reopen or remain open provided that it limits the number of patrons present to 50% of its maximum legal occupancy capacity and implements reasonable measures under the circumstances of each library to ensure social distancing of employees and patrons, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health.
- N. Drive-in theaters:** A drive-in movie theater may reopen, but only to the extent that the theater ensures that all cars are parked at least six feet apart and takes other reasonable measures under the circumstances of each theater to ensure social distancing of employees and patrons, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with Guidance issued by the Iowa Department of Public Health.
- O. Social and fraternal clubs:** All social and fraternal clubs, including but not limited to American Legion or VFW posts, Elks Clubs, country clubs, and golf course clubhouses may reopen or remain open to the minimal extent necessary to conduct a regular business meeting of no more than ten people; to facilitate use of the golf course provided appropriate social distancing practices are implemented; and to serve food and beverages on its premises, but only to the extent that it complies with the following requirements:
- (1) **Protection of vulnerable Iowans:** The club should make reasonable efforts to encourage vulnerable Iowans, including those with preexisting medical conditions and those older than 65, to limit their attendance and in-person interactions at the club.
  - (2) **Capacity limited:** The club must limit the number of customers present at indoor or outdoor spaces to 50% of its normal operating capacity to ensure adequate spacing of groups.

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- (3) **Groups limited:** The club must limit the party size seated together to no more than six people.
- (4) **Social distancing:** The club must ensure at least six feet of physical distance between each group or individual dining alone.
- (5) **Self-service prohibited:** The club must not have any self-service of food or beverages, including buffets or salad bars.
- (6) **Other social distancing, hygiene, and public health measures:** The club shall also implement reasonable measures under the circumstances of each club to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Inspections and Appeals and the Iowa Department of Public Health.
- (7) **Food Service Required:** If the club serves alcoholic beverages and the service of food is merely incidental to the consumption of beverages and is limited to the service of ice, snack foods and the reheating of commercially prepared foods such as frozen pizza, pre-packaged sandwiches, or other prepackaged, ready-to-serve products, the club shall continue to be closed to the public except that to the extent permitted by applicable law as modified by the suspensions in this Proclamation, and in accordance with any recommendations of the Iowa Department of Public Health, food and beverages may be sold if such food or beverages are promptly taken from the premises, such as on a carry-out or drive-through basis, or if the food or beverage is delivered to customers off the premises.

### EXTENSIONS OF CLOSURES AND ORDERS (Statewide)

**SECTION THREE.** Pursuant to Iowa Code § 135.144 (3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, I hereby extend the following orders until 11:59 p.m. on May 27, 2020:

- A. Bars:** A bar shall continue to be closed to the general public except that to the extent permitted by applicable law as modified by the suspensions in this Proclamation, and in accordance with any recommendations of the Iowa Department of Public Health, food and beverages may be sold if such food or beverages are promptly taken from the premises, such as on a carry-out or drive-through basis, or if the food or beverage is delivered to customers off the premises. For the purposes of this section, a bar is an establishment where a customer may purchase alcoholic beverages and in which the serving of food is incidental to the consumption of those beverages and is limited to the service of ice, snack foods and the reheating of commercially prepared foods such as frozen pizza, pre-packaged sandwiches, or other prepackaged, ready-to-serve products.
- B. Theaters:** All theaters or other performance venues at which live performances or motion pictures are shown, except for drive-in theaters, shall continue to be closed.
- C. Casinos and gaming facilities:** All casinos and other facilities conducting pari-mutuel wagering or gaming operations shall continue to be closed, except that a race track conducting pari-mutuel wagering may reopen provided that it does not permit any spectators to attend its events in person.
- D. Senior citizen centers and adult daycare facilities:** All facilities that conduct adult day services or other senior citizen centers shall continue to be closed.
- E. Amusements:** All bingo halls, bowling alleys, pool halls, arcades, and amusement parks shall continue to be closed.

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- F. Museums, aquariums, and zoos:** All museums, aquariums, and zoos shall continue to be closed.
- G. Skating rinks and skate parks:** All indoor or outdoor roller or ice skating rinks and skate parks shall continue to be closed.
- H. Playgrounds:** All outdoor or indoor playgrounds or children's play centers shall continue to be closed. This order does not apply to playgrounds in private residences or childcare facilities.
- I. Swimming pools:** All swimming pools and spas, wading pools, water slides, wave pools, spray pads, and bath houses, as defined in Iowa Code § 135I.1, shall continue to be closed.
- J. Door-to-door sales:** All unsolicited door-to-door sales and solicitations at all homes and residences shall continue to be prohibited.

**SECTION FOUR.** I continue to direct all state agencies to coordinate expeditiously in developing and implementing plans to mitigate the economic effects of the closings necessitated by this disaster, including potential financial support, regulatory relief, and other executive actions.

### MASS GATHERINGS

**SECTION FIVE.** Pursuant to Iowa Code § 135.144 (3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, social, community, recreational, leisure, and sporting gatherings and events of more than 10 people shall continue to be prohibited at all locations and venues, including but not limited to parades, festivals, conventions, and fundraisers until 11:59 p.m. on May 27, 2020.

- A.** Spiritual and religious gatherings are not prohibited by this section, but a church, synagogue, or other host of a spiritual or religious gathering shall implement reasonable measures under the circumstances of each gathering to ensure social distancing of employees, volunteers, and other participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health. Although wedding and funeral ceremonies are not covered by this section, wedding receptions of more than 10 people are social gatherings that are prohibited.
- B.** A gathering of people inside parked cars, trucks, or other enclosed motor vehicles shall not constitute a gathering of more than 10 people if no more than 10 people are inside each vehicle, all people remain inside the vehicle at all times.
- C.** Planned large gatherings and events must be canceled or postponed until after termination of this disaster.

### FARMERS MARKETS

**SECTION SIX.** Pursuant to Iowa Code § 135.144(3), and in conjunction with the Iowa Department of Public Health, I continue to order that until 11:59 p.m. on May 27, 2020, farmers markets, as defined in Iowa Code § 137F shall not be prohibited as a mass gathering under this Proclamation of Disaster Emergency, but only to the extent that the farmers market complies with the following requirements:

- A. Farm Products and Food:** The farmers market may only permit vendors who sell farm products or food. Vendors selling other goods or services are not permitted.
- B. Entertainment and Activities Prohibited:** Musical performances, children's activities, contests, or other entertainment or activities organized by the farmers market or vendors are prohibited.

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- C. Common Seating Prohibited:** Farmers markets must eliminate all common seating areas, picnic tables, or dining areas and shall prohibit vendors from having any seating for the public to congregate or eat food on the premises.
- D. Vendor Spacing:** Farmers markets shall space all vendor booths or assigned parking areas so that there is six feet or more of empty space from the edge one vendor's assigned areas to the neighboring vendor.
- E. Social distancing, hygiene, and public health measures:** Farmers markets shall also implement reasonable measures under the circumstances of each market to ensure social distancing of vendors and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 at farmers markets consistent with guidance issued by the Iowa Department of Public Health, Iowa Department of Agriculture and Land Stewardship, Iowa Department of Inspections and Appeals, and Iowa State University Extension and Outreach.

Any other farmers market, festival, or community gathering of ten or more people that does not comply with these requirements is prohibited. Customers of farmers markets are strongly encouraged to engage in social distancing, wear a mask or other protective face-covering if unable to maintain a distance of six feet from others, practice good hygiene practices, and attend the market alone without other family members.

### AUCTIONS

**SECTION SEVEN.** Pursuant to Iowa Code § 135.144 (3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, all auctions with more than 10 people present in person continue to be prohibited until 11:59 p.m. on May 27, 2020, at all locations and venues, except for livestock auctions that only include food animals and farm product auctions, which may continue to operate so long as there are no more than 25 people present in person. People who remain inside parked cars, trucks, or other enclosed motor vehicles shall not be counted in considering the number of people present, provided all people remain inside the vehicle at all times.

### NONESSENTIAL OR ELECTIVE SURGERIES AND PROCEDURES

**SECTION EIGHT.** Pursuant to Iowa Code § 135.144(3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, I continue to order that until 11:59 p.m. on May 27, 2020:

- A.** A hospital, outpatient surgery provider, or outpatient procedure provider may conduct in-patient surgeries and procedures that, if further delayed, will pose a significant risk to quality of life and any outpatient surgeries or procedures if the hospital or provider complies with the following requirements:
  - (1)** A hospital or provider must have:
    - (a)** Adequate inventories of personal protective equipment (PPE) and access to a reliable supply chain without relying on state or local government PPE stockpiles to support continued operations and respond to an unexpected surge in a timely manner; and
    - (b)** A plan to conserve PPE consistent with guidance from the CDC and Iowa Department of Public Health;
  - (2)** A hospital or provider must have a plan for timely COVID-19 testing of symptomatic patients and staff to rapidly mitigate potential clusters of infection and as otherwise clinically indicated. Providers must comply with any relevant guidance related to testing requirements for patients and staff issued by the Iowa Department of Public Health, the CDC, or a provider's professional specialty society. For scheduled surgeries patients should have a negative COVID-19 test performed within 48 hours of surgery date. If a COVID-19 test is not available, a hospital or provider should consider

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alternative methods to determine the patient's probability of COVID-19. If the patient has symptoms of fever, cough, or low oxygen saturation, then postponing the surgery is recommended.

- (3) A hospital must continue to accept and treat COVID-19 patients and must not transfer COVID-19 patients to create capacity for elective procedures.
  - (4) A hospital must reserve at least 30% of intensive care unit (ICU) beds and 30% of medical/surgical beds for COVID-19 patients.
  - (5) A hospital or provider that begins conducting surgeries or procedures as authorized by this paragraph but is no longer able to satisfy all these requirements must cease conducting such surgeries or procedures except as authorized by paragraph B. All hospitals and providers shall have a plan in place to monitor compliance and a transition plan to reduce or suspend procedures and surgeries as necessary.
- B.** Except as provided in paragraph A, all nonessential or elective surgeries and procedures that utilize PPE must not be conducted by any hospital, outpatient surgery provider, or outpatient procedure provider, whether public, private, or nonprofit.
- C.** A nonessential surgery or procedure is one that can be delayed without undue risk to the current or future health of a patient, considering all appropriate factors including, but not limited to any: (1) threat to the patient's life if the surgery or procedure is not performed; (2) threat of permanent dysfunction of an extremity or organ system; (3) risk of metastasis or progression of staging; and (4) risk of rapidly worsening to severe symptoms.
- D.** Each hospital, outpatient surgery provider, and outpatient procedure provider shall limit all nonessential individuals in surgery and procedure suites and patient care areas where PPE is required. Only individuals essential to conducting the surgery or procedure shall be present in such areas.
- E.** Each hospital, outpatient surgery provider, and outpatient procedure provider shall establish an internal governance structure to ensure that the principles outlined above are followed.

### IMPLEMENTATION AND INTERPRETATION

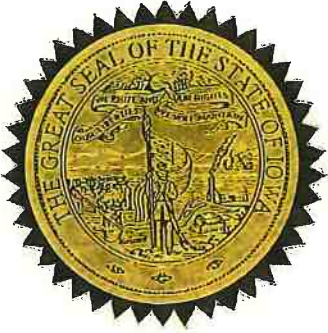
**SECTION NINE.** The Iowa Department of Public Safety, Iowa Department of Public Health, Iowa Department of Education, Iowa Department of Homeland Security and Emergency Management, Iowa Department of Transportation, and other participating state agencies continue to be directed to monitor the operation and implementation of this proclamation to assure the public's health and safety.

**SECTION TEN.** In conjunction with the Department of Public Health pursuant to Iowa Code §§ 29C.18 and 135.35, all peace officers of the state continue to be called upon to assist in the enforcement of the provisions of this Proclamation.

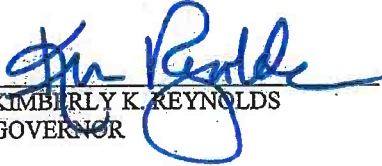
**SECTION ELEVEN.** Nothing contained in this declaration shall be construed as an exemption from any other portion of the Iowa Code or Iowa Administrative Code not specifically identified in this proclamation.

**SECTION TWELVE.** The provisions of this proclamation shall be effective immediately, unless otherwise noted. This proclamation shall not be construed to otherwise modify the proclamations of April 27, 2020, or May 6, 2020. This state of public health disaster emergency shall continue to expire on May 27, 2020, at 11:59 p.m., unless sooner terminated or extended in writing by me.

COUNCIL PACKET



IN TESTIMONY WHEREOF, I HAVE  
HEREUNTO SUBSCRIBED MY NAME AND  
CAUSED THE GREAT SEAL OF THE STATE  
OF IOWA TO BE AFFIXED AT DES MOINES,  
IOWA THIS 13TH DAY OF MAY IN THE  
YEAR OF OUR LORD TWO THOUSAND  
TWENTY.

  
KIMBERLY K. REYNOLDS  
GOVERNOR

ATTEST:

  
PAUL D. PATE  
SECRETARY OF STATE

(Drive Up)



# Pop Up Food Pantry



**Kalona**  
IOWA



## Saturday, May 16<sup>th</sup>

### 9:00 - 11:00 AM



711 A Avenue in Kalona (Public Works)



COUNCIL PACKET

MEARDON, SUEPPEL & DOWNER P.L.C.  
122 South Linn Street  
Iowa City, IA 52240  
Telephone: (319) 338-9222

MEMORANDUM

TO:

FRC

1

DATE

RE: Noise Ordinance

I would add the following as noise violations under Section 5-11-6:

- D. Any sound which endangers or injures the welfare, safety or health of a person or disturbs a reasonable person being of normal sensitivities or causes an adverse psychological or physical effect on a person or devalues or injures real property.
- E. The sound made by outdoor loading, unloading, opening, causing or handling of boxes, crates, containers, building materials or similar objects between the hours of \_\_\_\_\_ p.m. and 7:00 a.m. within any area of the City zoned residential.
- F. The sound made by the outdoor loading, unloading, opening, closing or handling of trash cans, trash containers, trash receptacles, trash dumpsters or similar objects between the hours of \_\_\_\_\_ p.m. and 7:00 a.m. in any area zoned residential.
- G. The sound made by the repairing, rebuilding, modifying or testing of any motor vehicle or recreational vehicle between the hours of \_\_\_\_\_ p.m. and 7:00 a.m. in any residential area or which can be heard in an area zoned residential.

## COUNCIL PACKET

- H. The sound made by a drum, horn, reed instrument, string instrument or other musical instrument or device, whether amplified or not, to the disturbance of any adjoining property without a permit to do so between the hours of 9:00 p.m. and 7:00 a.m.
- I. The sound made on private property or on City-owned property, other than public right-of-way, by a motorcycle or recreational vehicle between the hours of 8:00 p.m. and 7:00 a.m. in any residential property or which can be heard on any adjoining property, unless permitted to do so by the City or State of Iowa.
- J. The sound made by tools or equipment in the erection, demolition, excavation, drilling or other such construction work which can be heard to the disturbance of the adjoining property between the hours of 9:00 p.m. and 7:00 a.m., except in the case of an emergency.
- K. The sound made by sound equipment operated upon the public right-of-way or in any building or upon any premises, public or private, if plainly audible to the disturbance of a person on the adjoining property, unless permitted by the City or State.
- L. The sound made by the intentional screeching or squealing of tires of a motor vehicle within the City.
- M. The sound made by a motor vehicle or recreational vehicle whose exhaust system has been modified by the installation of a muffler cutout or bypass.
- N. The frequent or habitual sound made by a domesticated animal or bird, other than livestock legally owned or possessed for agricultural purposes, to the disturbance of persons on adjoining property.

Section \_\_\_\_\_. Notwithstanding the noise disturbances or defined violations described above, the following sounds are not violations of this Code and are permitted within the City in accordance herewith:

- A. The sound emitted by motor-powered, muffler-equipped lawn and garden equipment operated between the hours of 7:00 a.m. and 9:00 p.m.
- B. The sound emitted by motor-powered, tree-trimming equipment operated between the hours of 7:00 a.m. and 9:00 p.m.

## COUNCIL PACKET

- C. The sound emitted by motor-powered, muffler-equipped snow removal equipment operated between the hours of 6:00 a.m. and 10:00 p.m. during snow removal operations.
- D. The sound emitted in the performance of emergency work or to alert persons to the existence of an emergency, including sirens, whistles and horns during the emergency.
- E. The sound emitted by City-owned or hired snow removal equipment during snow removal operations.
- F. The sound emitted by intentional sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle or similar emergency signaling device for the purpose of declaring an emergency or for testing such emergency signaling device.
- G. The sound emitted by church bells, chimes or carillons to alert persons to the start of services or time of day, provided such sound is intermittent during the day.
- H. The sound emitted by an automobile or truck radio, tape deck or player or other such equipment used and intended for the use and enjoyment of such vehicle's occupants, provided that the sound emitted therefrom is not audible for more than 50 feet away from the vehicle.
- I. The sound emitted by mobile radio or telephone signaling devices.
- J. The sounds made or caused by law enforcement officials in the performance of their official duties.
- K. The sound emitted by construction work, including erection, demolition, excavation and drilling, between the hours of 7:00 a.m. and \_\_\_\_\_ p.m., which is being performed pursuant to a valid building permit.
- L. Snowmobiles operated legally within the City.
- M. The sound made by rail and air transportation and public mass transportation vehicles.

## COUNCIL PACKET

- N. The sound made in connection with activities conducted on the West Liberty Fairgrounds site during the fair or sanctioned and authorized race.
- O. The sound made by a parade or procession for which a permit or other authorization has been made by the City.
- P. The sound made by marching bands and athletics events conducted within the City.

I would also suggest the following changes:

Section 5-11-4: Warnings - I would replace the word "shall" with the word "may." I do not think we are required to give a warning. While I think it is a good idea to do that, there may be instances where, on first offense, we do not wish to provide a written warning or any warning for that matter. I would not make this mandatory.

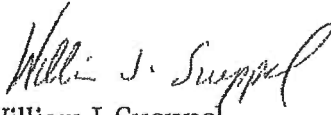
5-11-5: Permit - I would revise Section B to indicate that permits shall not be unreasonably or arbitrarily withheld.

I would revise Section C to state the City Manager "or designee."

I would revise paragraph E to state 365 days rather than one year or permits may be issued from January 1 through December 31.

After you have had an opportunity to review these suggestions, please call me so that we can discuss this matter further if you wish.

Respectfully submitted,

  
William J. Sueppel

Chapter 8.14NOISESections:

- 8.14.010 Purpose--Title.
- 8.14.020 Definitions.
- 8.14.030 Exceptions.
- 8.14.040 Specific activities prohibited.
- 8.14.050 Musical instruments and similar devices.
- 8.14.060 Regulation of sound equipment and sound amplifying equipment.
- 8.14.070 Motorized vehicles.
- 8.14.080 Animals.
- 8.14.090 Violation--Penalty.

8.14.010 Purpose--Title. A. The purpose of this chapter is to establish standards for the control of noise pollution in the city by setting maximum permissible sound levels for various activities and to protect the public health, safety and general welfare. Each person has a right to an environment reasonably free from disturbing noise or that which jeopardizes health and welfare or unnecessarily degrades the quality of life.

B. This chapter may be cited as the "noise control ordinance of the city of North Liberty." (Ord. 89-15 §1 (part), 1989).

8.14.020 Definitions. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall have the meanings shown.

"Ambient sound level" means the noise associated with a given environment, exclusive of a particular noise being tested, being usually a composite of sound from many sources near and far, exclusive of intruding noises from isolated identifiable sources.

"Barking dog" or "bird" or "other animal" means a dog, bird or other animal that barks, bays, cries, howls or emits any other noise continuously and/or incessantly for a period of ten minutes or barks intermittently for one-half hour or more and the sound therefrom is plainly audible across a residential real property boundary or within a noise sensitive area.

"Motor vehicle" means any motor-operated vehicle licensed for use on the public highway.

"Noise" means any sound which disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

"Noise disturbance" means any sound of such character, intensity or duration which endangers or injures the welfare,

safety, or health of a human being, or annoys or disturbs a reasonable person or normal sensitivities, or endangers or injures personal or real property.

"Noise sensitive activities" means activities which are conducted under conditions of exceptional quiet including, but not limited to, operation of schools, libraries open to the public, churches, hospitals and nursing homes.

"Plainly audible noise" means any noise of which the information content of the noise is transferred to the listener, such as but not limited to understanding of spoken speech, comprehension of whether a voice is raised or lowered, or comprehension of musical rhythms.

"Public right-of-way" means any real property, including any structure thereon, which is owned or controlled by a governmental entity.

"Public space" means any real property, including any structure thereon, which is owned or controlled by a governmental entity.

"Real property boundary" means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

"Recreational vehicle" means any race car, motorcycle, snowmobile, or any other motorized vehicle equipped for use in racing or other recreational event or uses off of public right-of-way on public or private property. For purposes of this chapter, a motor vehicle or motorized vehicle which is taking part in any organized racing, endurance or other coordinated sporting event shall be deemed a recreational vehicle.

"Residential" means any property on which is located a building or structure used wholly or partially for living or sleeping purposes.

"Used" or "occupied". For the purpose of this chapter either word shall be deemed to include the words "intended, designed, or arranged to be used or occupied." (Ord. 89-15 §1 (part) 1989).

8.14.030 Exceptions. The provisions of this chapter shall not apply to:

A. The emission of sound for the purpose of alerting persons to the time of day, the existence of an emergency or the approved testing thereof;

B. The emission of sound in the performance of emergency work including snow removal and maintenance of trees;

C. The unamplified human voice, except those activities specifically controlled by the provisions of this chapter;

D. Agricultural activities, exclusive of those involving the ownership or possession of animals or birds;

- E. Snowmobiles regulated by Chapter 321G, Code of Iowa;
- F. Emergency vehicles such as fire trucks and ambulances;
- G. Nonprofessional athletic events;
- H. Essential services such as electrical substations and safety devices;
- I. Construction and maintenance activities between seven a.m. and ten p.m. Maintenance activities shall be nonroutine operations, temporary in nature and conducted infrequently;
- J. Cement sawing of freshly-poured concrete street, alley, sidewalk, or road surface; provided, however, that any person intending to engage in such activity between ten p.m. and seven a.m. shall first notify the city clerk by telephone or in person that such activity will be undertaken and the time and location of the same;
- K. Music, provided, sponsored or funded in whole or in part by a governmental entity. (Ord. 89-15 §1 (part), 1989).

8.14.040 Specific activities prohibited. The following acts, among others, are deemed to be loud, disturbing, unusual, unreasonable and unnecessary noises in violation of this chapter, which shall not be deemed to be exclusive:

A. Sales by "Hawking or Barking." No person shall offer for sale or sell anything by shouting or outcry within a residential area in the city, except in conjunction with an event which is exempt for the provisions of this chapter or for which a permit has been issued by the city.

B. Loading and Unloading. No person shall so load, unload, open, close or handle boxes, crates, containers, building materials, garbage cans, or similar objects outdoors between the hours of ten p.m. and six a.m. the following morning as to create a noise disturbance across a residential real property boundary or within a noise sensitive area.

C. Vehicle or Motor Vehicle or Motor Boat Repairs and Testing. No person shall repair, rebuild, modify, or test any motor vehicle, motorcycle, or motorboat either within a residential zone in such a manner to cause a noise disturbance across a residential real property boundary or outdoors within a noise sensitive area.

D. Powered Model Vehicles. No person shall operate or permit the operation of powered model vehicles in a residential zone, in a public space or within a noise sensitive area between the hours of ten p.m. and seven a.m. the following morning.

E. Sound Trucks and Other Devices. No person shall operate or permit the operation upon the public streets of a sound truck, or other device for producing, reproducing or amplifying sounds without a permit. (Ord. 89-15 §1 (part) 1989).

8.14.050 Musical instruments and similar devices. No person shall operate, play or permit the operation or playing of any drum, musical instrument or similar instrument in such a manner to cause a noise disturbance indoors or outdoors within a noise sensitive area. (Ord. 89-15 §1 (part) 1989).

8.14.060 Regulation of sound equipment and sound amplifying equipment.

A. Except for activities open to the public and for which a permit has been issued by the city, no person shall so operate, play or permit the operation or playing of any radio, television, phonograph, record player, tape deck or player, loud speaker, amplifier, or other device for producing, reproducing or amplifying sounds in any building or upon any premises, public or private or any other sound producing equipment or apparatus:

1. In such a manner as to cause a noise disturbance indoors or outdoors within a noise sensitive zone;

2. In such a manner as to cause a noise disturbance indoors or outdoors within a noise sensitive zone, which operated in or on a motor vehicle on a public right-of-way or public space, or in a boat on public waters.

B. Sound equipment shall not include:

1. Equipment used in public health or for safety purposes;

2. Church or clock carillons, bells or chimes;

3. Parades, processions or other public events for which a parade or other permit has been issued, provided the conditions of the permit are complied with;

4. Automobile radios, tape decks or players, or other standard automobile equipment used and intended for the use and enjoyment of the occupants, provided the sound emitting therefrom is not plainly audible for more than fifty feet from the vehicle;

5. Recorded music used in a nonresidential zone in conjunction with a civil or religious celebration;

6. Music provided sponsored, or funded, in whole or in part, by a governmental entity;

7. Mobile radio or telephone signaling devices;

8. Car or truck horns or similar devices when used to denote danger or a warning of possible danger.

C. Commercial Advertising--Sound Equipment Prohibited. No sound equipment shall be permitted to be used on public streets or public places, in any building, or upon any premi-



## COUNCIL PACKET

8.14.070--8.14.090

ses if the sound will be plainly audible from any public street or public place within the city, when any such use is for commercial advertising purposes, or for the purpose of attracting the attention of the public to a building or structure for monetary gain. (Ord. 89-15 §1 (part), 1989).

8.14.070 Motorized vehicles. A. No person shall operate or cause to be operated the engine providing motive power, or any auxiliary engine, or a motor vehicle of a weight in excess of ten thousand pounds for a consecutive period longer than twenty minutes while such vehicle is standing on private property and located within one hundred fifty feet of property zoned and used for residential purposes, except when such vehicle is standing within a completely enclosed building. This section shall not apply to delivery or pickup vehicles that require the operation of the engine or unload or load their vending loads.

B. No person shall modify the exhaust system of a motor vehicle or motorcycle by installation of a muffler cut-out, bypass or other similar device and no person shall operate a motor vehicle or motorcycle which has been so modified. A motor vehicle so operated shall be deemed equipped with a muffler which emits excessive unusual noise and which is not in good working order.

C. No person shall conduct or permit the conduct of an organized racing event which involves a contest between or among recreational vehicles on public or private property between the hours of nine p.m. and nine a.m. the following morning. (Ord. 89-15 §1 (part), 1989).

8.14.080 Animals. No person shall own, possess or harbor any barking or noisy dog, bird or other animal regardless of whether the dog, bird or other animal is physically situated in or upon private property. However, the dog, bird or other animal shall not be deemed a barking dog or noisy animal if, at the time the dog, bird or other animal is barking or making any other noise, a person is trespassing or threatening to trespass upon private property in or upon which the dog, bird or other animal is situated or taking any other action which would tease or provide the dog, bird or other animal to bark or otherwise be noisy. (Ord. 89-15 §1 (part), 1989).

8.14.090 Violation--Penalty. Any violation of the provision of this chapter shall be a misdemeanor subject to the penalties as provided under this code. (Ord 89-15 §1 (part), 1989).

# COUNCIL PACKET

City of Riverside  
Administrator Report  
May 18, 2020

- Staff is holding daily meetings from 8:00-8:15, 8:30 to discuss the tasks for the day and any updates on projects. We practice social distancing.
- Washington zoom meetings for updates Monday, Wednesday, Friday. May go to twice a week. Talking about what reopening the county would look like
- Phone meetings with council members
- Discussion with Jay on Duling
- Conversation with contractors for Dollar General on getting dirt from Hall Park pile
- Resident complaint on "junk vehicles"
- Set up Goto meeting for Public Hearing on 5/18 for budget amendment
- Discussion on flower pick up and planting
- Left cell phone message to resident on pontoon boat parked on street
- Worked on tower lease agreement-trying to get language uniform-to go to council and BOS
- Redrafted Engie agreement-waiting for corporate approval
- Contacted the League to find requirements for public hearing electronically, possibly one citizen at a time to make comments at the regular meeting
- Working with ambulance manufacturer to cancel order-special council meeting to approve
- Update on opening Washington County-when opened by Governor, courthouse will open two weeks after governor opens the county, still working with appointment only
- Governor update 5/7-dentists with adequate supplies of PPE, Campgrounds, tanning and medical spas with one person at a time, malls and some retail at 50%, no common areas, food courts or play areas
- Concern expressed by J & L Construction on 4<sup>th</sup> St project that residents are contacting them regarding issues with construction, directed them to Scott or myself
- Directed MMS to contract Cornertone regarding water shut off broken off during sod installation
- Discussions with engineer on changes to Sycamore, Buckeye and Cherry to have Pelling make changes to those areas for the sidewalk project
- Working with Dollar General to get plat recorded to divide lot
- Phone call with resident on tree removal in ROW
- Working on insurance renewal to remove ambulance expenses

## Public Works:

- Mowed parks, ball diamonds
- Fixed tire on mower
- Sprayed city signs
- Replaced battery in city sign
- Researched battery packs for speed signs
- Attended pre-construction meeting for 4<sup>th</sup> Street
- Removed rock, cleaned up excess concrete from street for sidewalk project at water tower

## COUNCIL PACKET

- Fixed plumbing in bathroom at Railroad Park
- Replaced battery in sign on Schnoebelen St
- Arranged trailer for food drive-returned
- Marked trail for repair for Pelling
- Repaired weed whacker
- Ordered new street signs for 4<sup>th</sup> and Rose
- ITC/Pelling meeting on trail
- Cleaned off boat ramp
- Leveled dirt & ruts south of ball diamonds
- Sprayed weeds in playground areas
- Hauled dirt to low spots in parks
- Washed out intake at Washburn
- Cleaned out Van Zante building
- Sprayed Railroad Park
- Cleaned up rock, hauled dirt to water tower sidewalk
- Picked up supplies AT Menards, Iowa Paper
- Talked to contractor on Railroad Park wiring
- Put together another picnic table
- Jay talked to Bruce Duling
- Review list of trees to be removed
- Reviewed Schultz fence for final approval
- Installed bench at Van Zantes
- Emptied trash cans at parks
- Reviewed school playground equipment for possible use in city parks
- Filled potholes behind Caseys and Bank
- Moved planters around town