

**CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE COUNCIL CHAMBERS
60 N GREENE ST**

REGULAR MEETING
Monday, June 6, 2022 –6:00 p.m.

The meeting will be recorded and can be viewed live by visiting the city web site at www.riversideiowa.gov

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 5-16-2022, 5-23-2022
 - b. Expenditures for 6-6-2022
 - c. Beer Permit Riverside Area Community Club
 - d. Liquor License Renewal Riverside Casino and Golf Resort, LLC
 - e. Tobacco permit renewals: 2 Casey's, Kum & Go, RCGR, Dollar General (10)
4. **Public forum:** 3 minutes per person. See guidelines for public comments at the Clerk's table.
5. Public Hearing for Sale of Real Estate Lot 3 Com. Dr. to Scott Kerkhoff for \$244,000 (15)
6. Request from Daniel Sutton 220 Buckeye Lane for partial sewer abatement for filling pool (16)
7. Request from RACC to close River Street from W61 to Ella during Trek Fest (20)
8. Request for Funding for Park Events-Movies in the Park-Riverside Area Community Club (21)
9. Axiom Project Updates (22)
 - a. Railroad Park (24)
 - b. 3rd Street Project Updates (26)
 - c. Wastewater Plant Moisture Issue
 - d. Water Plant Piping Repair
10. Resolutions, Ordinances
 - a. Consider Resolution to Approve Sale of Lot 3, Commercial Drive to Scott Kerkhoff for \$244,000 (28)
 - b. Consider Resolution for Pay Request #1- 3rd Street \$93,004.05 (33)
 - c. Consider Resolution for Pay Request #2- Railroad Park \$90,761.72 (37)
 - d. Consider Resolution to Approve 28E with City of Kalona (43)
11. Closing Comments
12. Motion to adjourn

RIVERSIDE CITY COUNCIL MEETING: Monday, May 16th 2022

The Riverside City Council meeting opened at 6:00 pm at City Hall with Mayor Allen Schneider requesting roll call. Council members present: Tom Sexton, Edgar McGuire, Kevin Kiene, and Kevin Mills. Lois Schneider was absent

Motion by McGuire to approve agenda. Second by Kiene, passed 4-0.

Kiene moved to approve the Consent agenda:

Minutes of May 2nd and expenditures

April Fire Department Report

Acceptance of new fireman Jonathan Ward

Approved Fire Cadets Isaac Thomann and Melissa Schaedler

Liquor License renewal for Murphy's and Casey's #2629

Urban Chicken Application for Elisa Lyons

Second by Mills, passed 4 -0.

Carrie Westcott addressed council on re-opening of Murphy's Bar and Grill next month.

Bill Poch presented his goals for Riverside and District 3 of Washington County. Poch is running for the Supervisor in the primary election on June 7th.

Council clarified City participation on sewer tap at 120 Cherry Lane with MaryBeth Rozmus and Lexy Walgren. City will participate financially to the work on the sewer that is organized and completed by Walgren's contractor.

Sexton moved to open Public Hearing on FY 2022 Budget Amendment at 6:27 pm. Second by McGuire, passed 4-0. There were no written or oral comments. Kiene moved to open Public Hearing at 6:28 pm. Second by Sexton, Passed 4-0.

Randy Tinnes, Patrol Lieutenant for Washington County, presented Sheriff's call report for April.

Ben Stumpf, PeopleService, Inc. reviewed April water and wastewater report. Stumpf presented quote from Electric Pump on a new pump at water plant for anti-scaling chemical feed.

McGuire moved to accept quote at a cost of \$10,560. Second by Kiene, passed 4-0.

Kalona Library directors Trevor Shering and Olivia Kahler discussed summer reading programs at the Riverside School on Mondays, including story time and activities. McGuire moved to help sponsor summer events in Riverside for \$500. Second by Sexton, passed 4-0.

Tony Boshart, landlord asked for sewer abatement on a water break at 191 E. 1st Street.

McGuire moved to credit \$390.90 for partial reduction of sewer charge. Second by Mills, passed 4-0.

Brian Boelk, Axiom Consultants presented updates on Railroad Park, 3rd Street Project, East Street, wastewater plant moisture issues, and water plant piping repairs.

McGuire moved to pass Resolution #2022-58, to adopt the city Budget Amendment for Fiscal Year ending June 30, 2022. Second by Kiene, Passed 4-0.

Sexton moved to approve the 28E agreement with Kalona for Building Inspector. After discussion, Sexton withdrew his motion.

McGuire moved to table resolution to approve 28E agreement with Kalona until next meeting. Second by Mills, passed 4-0.

Sexton moved to pass Resolution #2022-59, setting date for Public Hearing on sale of City Commercial Lot #3 to Scott Kerkhoff in the amount of \$244,000 for 6 pm on June 6th, 2022 at the regular City Council meeting. Second by Kiene, passed 4-0.

No action was taken on a resolution for City participation in sewer taps in developed areas. Administrator was directed to send letters to offer 50/50 split with City, not to exceed \$3500 if completed in two years, to property owners in developed areas within the City without sewer taps.

No action was taken on a resolution to jet-vac storm sewer at Railroad Park in Change Order #1 at a cost of \$9,982.50.

Sexton moved to pass Resolution #2022-60, Approving Change Order #2 in the amount of \$667.34 in the Railroad Park Project to power wash existing playground equipment. Second by Mills, passed 4-0.

Sexton moved to pass Resolution #2022-61, Approving Change Order #3 in the amount of \$275.00 credit in the Railroad Park Project to remove crosswalk markings. Second by Kiene, passed 4-0.

McGuire moved to pass Resolution #2022-62, Approving Change Order #4 in the amount of \$4046.25 for PIP playground design in the Railroad Park Project. Second by Kiene, passed 4-0.

No action was taken on Change Order #5 in the Railroad Park Project for 100% color of surface form at a cost of \$43,272.24. Surface will remain 50% black and 50% color except for Delta Shield.

McGuire moved to pass Resolution #2022-63, Approving Change Order #6 in the amount of \$6327.30 in the Railroad Park Project to rework the surface area around the existing trees. Second by Sexton, passed 4-0.

McGuire moved to pass Resolution #2022-64, Approving Change Order #7 in the amount of \$500 credit in the Railroad Park Project to replace sod bid with seeding. Second by Mills, passed 4-0.

Sexton moved to pass Resolution #2022-65, Approving Change Order #8 in the amount of \$4804.20 reduction in the Railroad Park Project to remove north sidewalk from project. Second by McGuire, passed 4-0.

City Clerk LaRoche presented Utility Billing report and building permits for City Council review.

Yancey presented Admin's report, and monthly financial updates.

Mayor set a work session for Monday, May 23 to review City Code Amendments and additions, goal setting, and possible grant funds for re-opening of Murphy's.

McGuire moved to adjourn at 9:11 p.m. Second by Kiene, passed 4-0.

City Council Meetings can be viewed on the City web site; riversideiowa.gov

City Council Work Session Meeting – Monday, May 23rd, 2022 at 6:00 pm.

City Council Meeting – Monday, June 6th, 2022 at 6:00 pm.

ATTEST:


Becky LaRoche; City Clerk


Allen Schneider; Mayor

RIVERSIDE CITY COUNCIL MEETING: Monday, May 23rd, 2022

The Riverside City Council Special meeting opened at 6:02 pm at City Hall with Mayor Allen Schneider requesting roll call. Council members present: Tom Sexton, Edgar McGuire, Lois Schneider, Kevin Kiene, and Kevin Mills.

Motion by Kiene to approve agenda. Second by Sexton, passed 5-0.

Sexton moved to enter into closed session per Iowa Code Section 21.5 (1)(j) at 6:05 p.m. Second by Schneider, passed 5-0.

Return to open meeting at 6:27 p.m.

Schneider moved to offer maintenance position to candidate B at \$26 per hour. City Council discussed options. Schneider withdrew motion.

McGuire moved to offer position to candidate B at \$23 per hour and, if declined, to advertise position on Indeed job web site with a range of \$18 to \$23 per hour. Second by Sexton, passed 5-0.

McGUIRE moved to take 5 minute break at 6:28p.m. Second by Kiene, passed 5-0.

Meeting resumed at 7:03 p.m.

Sexton moved to adjourn at 7:03 p.m. Second by McGuire, passed 5-0.


Full content of Council Meetings can be viewed on the City web site; riversideiowa.gov

City Council Meeting – Monday, May 16, 2022 at 6:00 pm in City Hall.

ATTEST:



Becky LaRoche; City Clerk



Allen Schneider; Mayor

City Council work session 5-23-22 @ 7:03 p.m.

Carrie Wescott informed City Council of improvements planned for Murphy's re-opening in June and inquired of any grant funding options from City.

City Council discussed proposed changes to several City Code of Ordinances.

- Chapter 20 – City Attorney

- Chapter 69 – parking recreational vehicles

- Chapter 75 - ATVs, snowmobiles, and golf carts

- Chapter 106 – solid waste

- Chapter 165 – storage locker/living quarters/fences

- Chapter 152 – portable storage containers

- Chapter 55 – Urban Chickens

- Chapter 105 – Open Burning

- Leaf disposal ordinance

City Council reviewed short/long term goals

Work Session ended at 8:39 p.m.

EXPENDITURES JUNE 6TH, 2022				
COUNCIL MEETING		BILLS		
5	ABOVE & BEYOND	SHOP INDUCER MOTOR	001-5-210-6507	\$ 1,115.82
1	ALLIANT ENERGY	PARKS	001-5-430-6371	\$ 545.06
2	ALLIANT ENERGY	SEWER	610-5-815-6371	\$ 1,067.13
3	ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$ 343.07
6	ALLIANT ENERGY	WATER	600-5-810-6371	\$ 105.94
7	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$ 1,432.81
8	ALLIANT ENERGY	FIRE STATION	002-5-150-6330	\$ 395.10
12	BECKY LaROCHE	CELL STIPEND	001-5-650-6373	\$ 50.00
13	BRYAN LENZ	CELL STIPEND	001-5-430-6373	\$ 50.00
14	BRYAN LENZ	UNIFORMS	001-5-430-6181	\$ 243.77
15	CHAD FREEMAN	TREE REMOVAL GRANT	001-5-510-6495	\$ 650.00
16	EDGAR McGUIRE	MILEAGE	001-5-610-6240	\$ 30.42
17	FELD FIRE	COMI TOOL-FIRE HOOKS-WEDGE	002-5-150-6358	\$ 877.00
18	FP MAILING SOLUTIONS	POSTAGE	001-5-650-6508	\$ 86.85
19	GRAYBILL COMM.	SIREN REPAIRS	002-5-150-6356	\$ 335.00
20	IMFOA	MEMBERSHIP	001-5-650-6210	\$ 100.00
21	IOWA ONE CALL	LOCATES	600-5-810-6507	\$ 222.30
22	IOWA ONE CALL	LOCATES	610-5-815-6507	\$ 222.30
23	IOWA PAPER	PARKS	001-5-430-6325	\$ 97.98
	IOWA PAPER	FD	002-5-150-6340	\$ 42.12
24	KUM N GO	FD-FUEL	002-5-150-6350	\$ 600.34
25	KUM N GO	CITY FUEL	110-5-210-6331	\$ 133.39
28	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$ 164.54
29	MID AMERICAN ENERGY	RVFD	002-5-150-6330	\$ 202.28
30	MID AMERICAN ENERGY	C HALL	001-5-650-6371	\$ 61.30
31	PEOPLE SERVICES	SERVICE	610-5-815-6500	\$ 11,449.50
32	PEOPLE SERVICES	SERVICE	600-5-800-6500	\$ 11,449.50
33	SEXTON AUTO BODY	20 RAM 2500 REPAIR	110-5-210-6331	\$ 1,348.11
34	STUTSMAN INC	BENTONITE	110-5-210-6417	\$ 17.90
35	THE NEWS	PUBLICATION	001-5-650-6402	\$ 661.54
	THE NEWS	RENEWAL	001-5-650-6402	\$ 46.00
36	VEENSTRA & KIM	WTP FILTER PIPE REPLACEMENT	600-5-810-6330	\$ 4,284.55
37	VISU-SEWER	3RD STREET	301-5-750-6796	\$ 5,789.93
39	*****	TOTAL BILLS		\$ 44,221.55
40	DELTA DENTAL	BILLING-JUNE	001-5-430-6150	\$ 194.60
	KALONA LIBRARY	SUMMER PROGRAM	145-5-650-6416	\$ 500.00
41	LINCOLN NAT'L LIFE INS	BILLING-JUNE	001-5-620-6150	\$ 220.67
42	MEDIACOM	RVFD	002-5-150-6332	\$ 254.52
	MEDIACOM	C HALL	001-5-650-6373	\$ 261.47
43	US CELLULAR	RVFD	002-5-150-6332	\$ 72.45
44	VERIZON	COLLECTORS	600-5-810-6373	\$ 63.62
45	WELLMARK	BC/BS	001-5-620-6150	\$ 3,394.69
46	WINDSTREAM	WATER INTERNET	600-5-810-6373	\$ 161.01
47	WINDSTREAM	SHOP INTERNET	001-5-210-6371	\$ 183.05
48	*****	TOTAL PAID BILLS		\$ 344.06
49	*****	TOTAL EXPENDITURES		\$ 49,527.63
50				
51	EXPENDITURES by FUND			
52	GENERAL FUND		\$ 9,933.64	
53	FIRE DEPARTMENT		\$ 2,778.81	
54	ROAD USE FUND		\$ 1,499.40	
55	CASINO FUND		\$ 500.00	
56	DEBT SERVICE		\$ -	
57	CAPITAL PROJECTS		\$ 5,789.93	
58	WATER FUND		\$ 16,286.92	
59	SEWER FUND		\$ 12,738.93	
60	GARBAGE		\$ -	
61	TOTAL EXPENDITURES		\$ 49,527.63	

6-6-22

Becky LaRoche

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
<elaps@iowaabd.com>
Sent: Thursday, May 19, 2022 2:50 PM
To: Becky LaRoche
Cc: licensingnotification@iowaabd.com
Subject: Application App-161306 Pending Dramshop Review

Hello,

Application Number App-161306 has been set to "Pending Dramshop Review" status and is currently awaiting verification from the Applicant's designated Insurance Company. Once that has happened, you will receive a notification indicating that this Application will be ready for your review.

Corp Name: RIVERSIDE AREA COMMUNITY CLUB

DBA: RACC

License Number:

Application Number: App-161306

Tentative Effective Date: 6/22/2022

License Type: Class B Beer Permit (BB)

Application Type: New

Amendment Type:

Thank you.

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Becky LaRoche

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
<elaps@iowaabd.com>
Sent: Monday, May 23, 2022 12:50 PM
To: Becky LaRoche
Cc: licensingnotification@iowaabd.com
Subject: Application App-161498 Ready for Review

Hello,

Application Number App-161498 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: Riverside Casino and Golf Resort, LLC

DBA: Riverside Casino and Golf Resort

License Number: LE0001330

Application Number: App-161498

Tentative Effective Date: 8/1/2022

License Type: Class E Liquor License (LE)

Application Type: Renewal

Amendment Type:

Thank you.

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Instructions on the reverse side

For period (MM/DD/YYYY) 07 /01 /22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #2629

Physical Location Address 200 E 1ST ST City RIVERSIDE ZIP 52327 Mailing

Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3196484185

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DOUGLAS BEECH, AST. SECRETARY, CASEY'S MARKETING

Name (please print) _____

Signature *Douglas M. Beech*

Signature _____

Date 4/1/2022

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #3900
Physical Location Address 3070 HWY 22 City RIVERSIDE ZIP 52327 Mailing
Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 3196483079

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DOUGLAS BEECH, ASST. SECRETARY, CASEY'S MARKETING Name (please print) _____
Signature *Douglas M. Beech* Signature _____
Date 4/1/2022 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

RIVERSIDE CITY OF
PO BOX 188, RIVERSIDE, 52327, IA

21630

Iowa Retail Permit Application
Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

\$75

Business Information:

Trade Name/DBA DOLLAR GENERAL STORE # 21630

Physical Location Address 3021 HIGHWAY 22 City RIVERSIDE ZIP 52327-9693

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Business Phone Number 3195696900

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP DOLGENCORP, LLC

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwinelicense@dollargeneral.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other Retail - General Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Sandra Williams

Signature Sandra Williams

Date 7/13/22

Name (please print)

Signature /

Date

Vendor #369879

Invoice #202321630TOBCITY46

Batch #22660

\$ 75.00

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

• Email: iapledge@iowaabd.com

(12) • Fax: 515-281-7375

Iowa Department of REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Kum and Go # 0080

Physical location address: 1178 Enterprise DR City: Riverside ZIP: 52327

Mailing address: 1459 Grand Ave City: Des Moines State: IA ZIP: 50309

Business phone number: 515-457-6249

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Kum and Go LC

Mailing address: 1459 Grand Ave City: Des Moines State: IA ZIP: 50309

Phone number: 515-457-6249 Fax number: _____ Email: Licenses@kumandgo.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Charles Campbell

Name (please print): _____

Signature: Charles Campbell

Signature: _____

Date: 3/29/2022

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

• Email: iapledge@iowaabd.com
• Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Riverside Casino and Golf Resort

Physical location address: 3184 Highway 22 City: Riverside ZIP: 52327

Mailing address: 3184 Highway 22 City: Riverside State: IA ZIP: 52327

Business phone number: 319-648-1234

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Riverside Casino and Golf Resort

Mailing address: 3184 Highway 22 City: Riverside State: IA ZIP: 52327

Phone number: 319-648-1234 Fax number: 319-648-5800 Email: dan.white@ecresorts.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Casino

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Dan White

Name (please print): _____

Signature: 

Signature: _____

Date: 05/02/2022

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

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

The City Council of the City of Riverside, Iowa will hold a public hearing for the purpose of selling Lot #3 on Commercial Drive to Scott Kerkhoff in the amount of \$244,000. The Public Hearing will be held during the City Council meeting on Monday, June 6th, 2022 which begins at 6:00 p.m., at City of Riverside City Hall.

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

This notice is published at the direction of the City Council for the City of Riverside,
Iowa.

Becky LaRoche

City Clerk

CITY OF RIVERSIDE

SEWER REFUND REQUEST

DATE 5/23/22

CUSTOMER Daniel Sutton

ADDRESS 220 Buckeye Ln. Riverside, IA 52327

PHONE # 309-530-6152 OR 309-397-3705

ACCOUNT # 04-7850-01 METER# _____

REASON FOR REQUEST

Filled the Pool for the summer.

DATE & TIME 5/21/22 ^{Roughly} 3pm-11pm 5/22/22 ^{Roughly} 9-10am & 3-7pm

RESIDENT SIGN Daniel Sutton DATE 5/23/22

TOTAL GALLONS 4658 gal / 1000 x 6.00

REFUND AMOUNT \$ 27.95

CITY COUNCIL MEETING DATE 6-6-22

APPROVED _____ DENIED _____

ACCOUNT ADJUSTED ON _____ PKT # _____ BY _____

DAILY CONSUMPTION ANALYSIS

May 1, 2022 - May 23, 2022

SUTTON, DANIEL

Account Number: 04-7850-01

Address: 220 BUCKEYE LANE

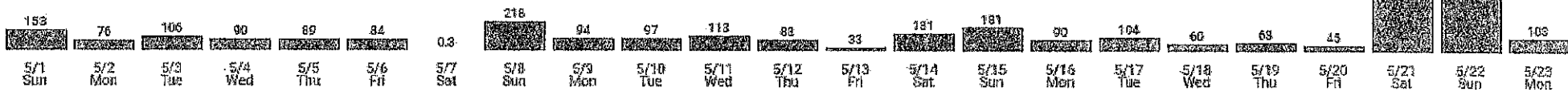
MIU ID: 1544829710

Meter ID: 1544829710

Unit of Measure: Gallons

Register Change Out Major Reverse Minor Reverse Continuous Consumption Intermittent Consumption No Flow

(17)
Total 4975
- Ave 317 / w-end
4658 gal



HOURLY CONSUMPTION ANALYSIS

May 21, 2022 - May 21, 2022

SUTTON, DANIEL

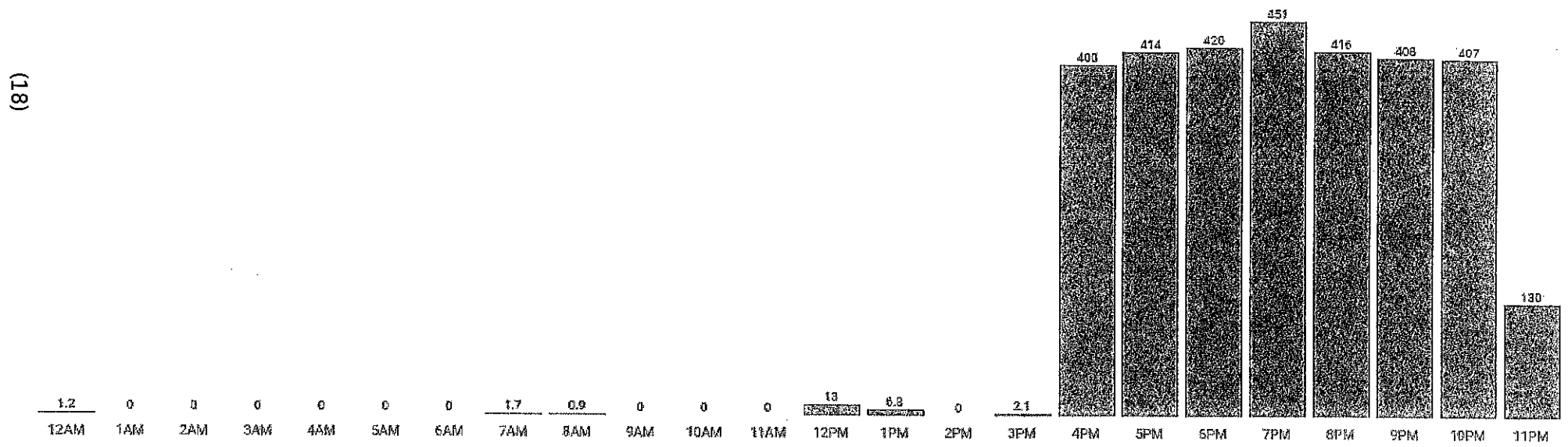
Account Number: 04-7850-01

Address: 220 BUCKEYE LANE

MIU ID: 1544829710

Meter ID: 1544829710

Unit of Measure: Gallons



HOURLY CONSUMPTION ANALYSIS

May 22, 2022 - May 22, 2022

SUTTON, DANIEL

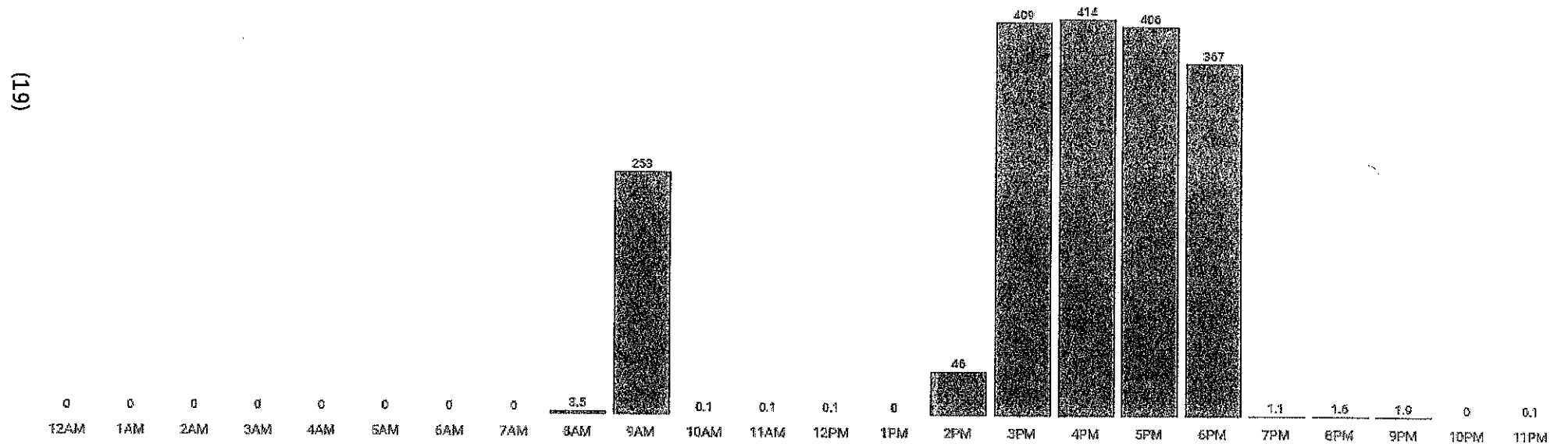
Account Number: 04-7850-01

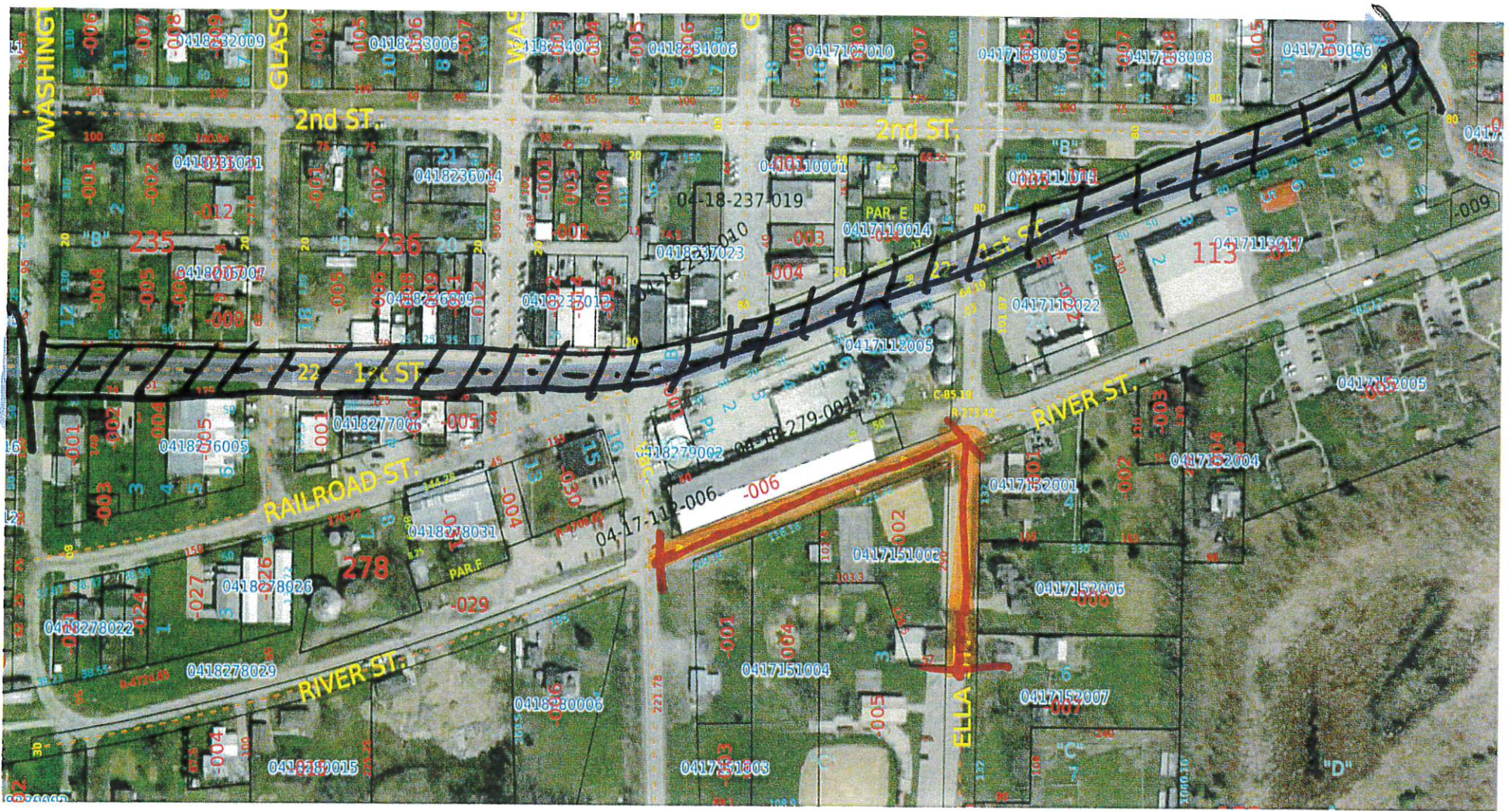
Address: 220 BUCKEYE LANE

MIU ID: 1544829710

Meter ID: 1544829710

Unit of Measure: Gallons





(20)

PARADE = Close Washington → 3rd / Hwy 22

T.Fest - River St. = Pioneer - Ella, Ella = River Street to BARN

SWANK

MOTION PICTURES, INC.

10795 Watson Road • St Louis, MO 63127
Phone: 800-876-5445 • Fax: 314-966-3472

ORIGINAL INVOICE

Order Number: BO 1902002
Order Date: 05/10/22

Bill-To Customer: 0356983-001

Ship-To Customer: 0356983-001

Travis Riggan
Movies in the Park
Free Entertainment
Riverside Area Community Club
PO Box 55
Riverside, IA 52327

Travis Riggan
Movies in the Park
Free Entertainment
Riverside Area Community Club
PO Box 55
Riverside, IA 52327

Order: 1902002

Terms: DUE UPON RECEIPT

--Line--

#	Typ	Qty	Bill Date	Product Description	Unit Price	Total Price
1	RT	1	06/02/22	SPACE JAM A NEW LEGACY Widescreen DVD Show Dates: 06/04/22 to 06/04/22	435.00	435.00
2	RT	1	06/21/22	STAR TREK (2009) Widescreen DVD Show Dates: 06/23/22 to 06/23/22	435.00	435.00

For further information, please contact
Gabbi McMahon
at 1-800-876-5577

* PAYMENT DUE before BILL DATE *
* For Credit Card Payments, please call 800-876-5445. *

RIVERSIDE AREA COMMUNITY CLUB

05/12/2022

SWANK

SPACE JAM & STAR TREK DVD SHOWS

5138

870.00

Peoples Checking

ENGINEER'S REPORT

PROJECT: City Engineer
DATE: June 1, 2022
TO: City of Riverside
TOPIC: Project Updates

Railroad Park Improvements

Railroad Park continues to wrap up ahead of schedule despite some recent rainy weather. Per the request of City Council, two pieces of existing playground equipment have been further investigated for safety and maintenance purposes.

- Merry-Go-Round – The finished height in question with final PIP play surface, and overall condition of the equipment is a concern with safety and workability.
- See Saw – Look to replace damaged tire and all other tires.
- Due to difficulty to price without exploratory work, Axiom and AACI recommends proceeding on an hourly basis with a maximum of \$3,000 for both pieces of equipment combined.
- Would like approval to finalize change order for this work on equipment, currently at NTE amount of \$3,000.
- Once equipment removed and tires exposed a better estimate is able to be determined.

Rain Garden in process of being installed due to incorrect installation originally. Site seeded and grass growth already visible. Signs have been installed and pavement markings to be completed soon.

Working on final schedule for PIP play surface now that we have finally approved shop drawing submittals.

Axiom and City to provide walk through and punchlist within the next couple of weeks. Axiom is currently evaluating erosion issues at the northeast corner of River and Hickory.

Third Street Reconstruction

MidAm continues to install new gas main along Third Street, focusing on the Phase 1 portion. MidAm completed the install and energized the new main Tuesday, May 31st. They are currently connecting the remaining services and plan to have existing/old gas fully abandoned by this Friday, June 3rd.

The Contractor will resume construction progress meetings on site starting this Thursday, June 2nd, in preparation of starting work back up the week of June 6th.

There are currently two change order requests from the Contractor that are being evaluated and would like direction on moving forward with from City Council.

- COR #1 – This is for the pavement markings and signage of crosswalk across E Hickory (Highway 22) due to removing from the RR Park project. Total amount is \$1,328.53
- COR #2 – This is for trimming/pruning four (4) trees that will be in conflict with construction equipment based on clearance height of branches. The total amount is \$6,600; however, Axiom and arborist Andrew Dahl feel this amount is quite high and we are seeking other possibilities.

There will be some additional Change Order Requests coming in front of you as well including the following:

- The extension of sanitary sewer to the north along Rose Street and east along alley to connect the conflicting existing surfaces for the two properties along Fourth Street.
- Traffic control, including lane closure, along Highway 22 in order to stage equipment and provide safe work area for installation of storm sewer along the north side of Highway 22 without disturbing Veteran's Park significantly with equipment, tracking, etc.
- For informational purposes, per the Visu sewer televising report it notes that all the existing sanitary sewer services are 6" in size rather than 4" as speculated by Axiom and PeopleService prior to. We will seek a change order amount from the contractor to upsize these services and provide to City Council as soon as we have obtained. we

Wastewater Treatment Plan

Axiom completed full forensic site evaluation (w/ architect and structural engineer) on Wednesday, June 1st, including an infrared drone flight/scan of the building. We hope to have a DRAFT report early next week based on the finding and additional detailed dive into the original plans and what was found on site.

Retaining Wall and Storm Sewer Failure

Axiom previously completed a walk through with City staff regarding the pavement cracking and wall damage seen along the north side of the Highway 22, within the City alley (ROW) and between 51 E 1st Street and 71 E 1st Street. Following our site visit we requested that Action Sewer televise the storm sewer, noting that it appeared the issue was a result of settlement due to failure in the storm sewer pipe running under the wall in this location. Action Sewer has since televised this storm sewer and Axiom will be evaluating this week with the intent to provide a report next week of our findings.



CLIENT PROGRESS REPORT

AXIOM PROJECT NO. 210145	DATE 5/10/2022
------------------------------------	--------------------------

CLIENT PROJECT NO. City of Riverside	PAGE Bi-Weekly Report 03
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PROJECT NAME
RAILROAD PARK - RIVERSIDE, IOWA

AXIOM REPRESENTATIVE (reported by)
Adrianne Bricker

CURRENT ACTIVITIES and SCOPE of WORK

- AAC has finished parking and sidewalk concrete work along S Hickory
- AAC has finished grading and bringing up to road level the (2) driveways along S Hickory Street
- All concrete work outside the playground area is complete and park benches have been set
- AAC has nearly completed backfilling throughout the project
- Maxwell has received delivery of the last (3) F.E.S. to complete storm utility installation
- Construction fencing has been removed from the trees around the park and has been set around the playground to keep residents out
- Traffic and erosion control is in place on site, and site is being well maintained

CLIENT REPRESENTATIVE (reported to)
City of Riverside

CURRENT PHASE	NEXT PHASE
----------------------	-------------------

OTHER

SCHEDULE ITEMS

- Playground equipment install
- Playground surfacing
- Maxwell to complete rain garden
- Seeding
- Parking Striping

AXIOM PROJECT NO. 210145	DATE 5/10/2022
CLIENT PROJECT NO. City of Riverside	PAGE Bi-Weekly Report 03



The (2) driveways along S Hickory have been graded to street level and road/ditches have been backfilled



Looking south at the park, shows playground area being protected with construction fencing



NE corner of site looking south, overview of the rain garden being backfilled and prepped for final F.E.S. and plantings



Overview of the west side of S Hickory along the park - shows parking and sidewalk has been poured and finished along the east side of the park since last reporting

PROJECT COORDINATOR or MANAGER SIGNATURE

Alvin M. Bridges

NOTICE: AXIOM personnel have completed this report to the best of their ability in the most accurate fashion possible at the time and with the information available at the time of its writing. This report serves as a snapshot of design phase progress and is provided to the Client in order to update them on the general overall status of the Design team (and possibly subconsultants) in relation to the contracted scope of work. This report should not serve as official scheduling document in so far as it may contradict the originally contracted work or pertaining adjustments in the overall scope of work. The report is intended as an informational document only - to be used by the client in understanding the current workload and path of the design team.



AXIOM CONSULTANTS

CLIENT PROGRESS REPORT

PROJECT NAME THIRD STREET IMPROVEMENTS - RIVERSIDE, IOWA	AXIOM PROJECT NO. 210144	DATE 5/27/2022
CURRENT ACTIVITIES and SCOPE of WORK - Sidewalk and driveways have been removed east of Greene St (Phase 1) - MidAmerican installation in progress Q3 estimates June 6th completion date - Traffic and erosion control is in place and the site is being well maintained.	CLIENT PROJECT NO. City of Riverside	PAGE Bi-Weekly Report 02
	AXIOM REPRESENTATIVE (reported by) Adrienne Bricker	
	CLIENT REPRESENTATIVE (reported to) City of Riverside	
	CURRENT PHASE	NEXT PHASE
	OTHER	
	SCHEDULE ITEMS - MidAmerican to finish gas installation of Phase 1 -PCI to re-mobilize and continue with Phase 1 removals	

AXIOM CONSULTANTS

CLIENT PROGRESS REPORT

AXIOM PROJECT NO. 210144	DATE 5/27/2022
CLIENT PROJECT NO. City of Riverside	PAGE Bi-Weekly Report 02



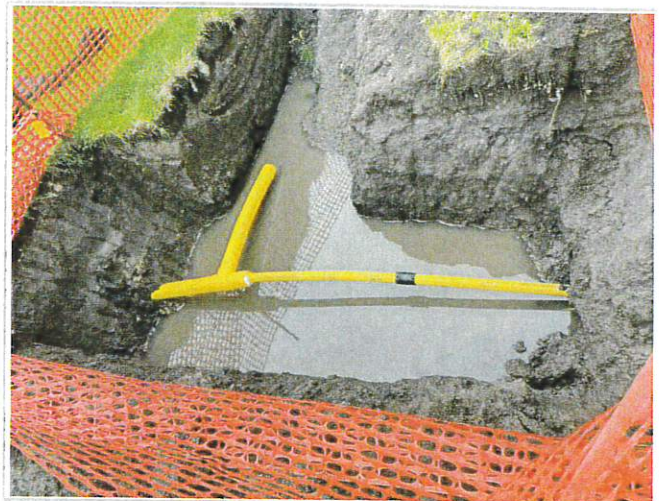
3rd & Greene, looking east down north sidewalk removals along 3rd



3rd & Greene, looking east down south sidewalk removals along 3rd



W Corner of 2nd & Rose Streets - MidAm dug out and backfilled at both corners to abandon gas pipe in the area



MidAm gas main and feeder installed at SE corner of 3rd & Rose Street

PROJECT COORDINATOR or MANAGER SIGNATURE

Steven M. Bridger

NOTICE: AXIOM personnel have completed this report to the best of their ability in the most accurate fashion possible at the time and with the information available at the time of its writing. This report serves as a snapshot of design phase progress and is provided to the Client in order to update them on the general overall status of the design team (and possibly subconsultants) in relation to the contracted scope of work. This report should not serve as official scheduling document in so far as it may contradict the originally contracted work or pertain to adjustments in the overall scope of work. The report is intended as an informational document only to be used by the client in understanding the current workload and path of the design team.

RESOLUTION #2022- ____

**RESOLUTION TO SELL LOT #3 ON COMMERCIAL DRIVE TO
Scott Kerkhoff**

WHEREAS, the City of Riverside, Iowa, held a public hearing on the Sale of Lot #3, on Commercial Drive to Scott Kerkhoff on June 6, 2022 in the City Council Chambers located at the Riverside City Hall, 60 North Greene Street, Riverside, Iowa. There were no written or oral objections to the sale.

THEREFORE, BE IT RESOLVED, The City of Riverside City Council, hereby approves the sale of Lot #3 on Commercial Drive to Scott Kerkhoff in the amount of \$244,000.

IT WAS MOVED BY Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes: :

Nays:

Abstain/Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 6th day of June, 2022.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest : _____ Date: _____

Becky LaRoche, City Clerk



RESIDENTIAL LOTS/VACANT LAND PURCHASE AGREEMENT

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



Date of Agreement March 11, 2022

TO City of Riverside (SELLERS)

1. REAL ESTATE DESCRIPTION. The undersigned BUYERS hereby offer to buy real estate in Washington County, Iowa, locally known as: Lot 3 Commercial Drive, Riverside, IA 52327 AND FOLLOWING THE LEGAL DESCRIPTION CONTAINED IN THE TITLE DOCUMENT BY WHICH SELLERS RECEIVED TITLE TO THE PROPERTY, SUBJECT TO APPROVAL OF BUYERS' ATTORNEY, or described as follows:

with any easements and appurtenant servient estates.

2. PURCHASE PRICE. The purchase price shall be \$244,000.00 (Two hundred Forty-Four thousand dollars) and the method of payment shall be as follows: \$2,500.00

with this offer to be deposited upon acceptance of this offer, in the trust account of Lepic Kroeger Realtors to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any, and the balance of the purchase price as designated below.

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

A. [] NEW MORTGAGE.

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

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

C. [] OTHER FINANCING TERMS:

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

3. POSSESSION. If BUYERS timely perform all obligations, possession for the Real Estate shall be delivered to BUYERS on see 23B with any adjustments of rent, taxes, interest, and other applicable matters to be made as of the date of transfer of possession. Closing of the transaction shall occur after approval of title and all personal property and equipment is removed from the premises by the SELLERS. Possession shall not be delivered to the BUYERS until completion of the closing, which shall mean delivery to the BUYERS of all title transfer documents and receipt of the purchase price funds then due from BUYERS. If by mutual agreement the parties select a different possession or closing date, they shall execute a separate agreement setting forth the terms thereof.

4. REAL ESTATE TAXES. SELLERS shall pay all real estate taxes which are due and payable, as of the date of possession, and constitute a lien against the above described Real Estate and any unpaid real estate taxes for any prior years. Except for the tax proration hereinafter set forth. BUYERS shall pay all subsequent real estate taxes. SELLERS shall also pay a prorated share, based on the date of possession, of the real estate taxes for the fiscal year ending June 30, 2023 and payable in the fiscal year commencing July 1, 2023, based upon one of the following formulas:

A. [] Net taxes payable in the current fiscal year in which possession is given to BUYERS.

B. [x] An amount calculated based upon the assessed valuation, legislative tax rollback, and real estate tax exemptions that will actually be applicable to and used for the calculation of taxes payable in the fiscal year commencing July 1, 2023. If, at the time of closing, the tax rate is not certified, then the most current, certified tax rate shall be used.

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

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

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

6. DEED. Upon payment of the purchase price, SELLERS shall convey the Real Estate to BUYERS or their assignees, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances. Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of SELLERS continuing up to time of delivery of the deed.

7. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

Buyer's Initials [SK] Seller's Initials [] (29)

8. OPTIONAL CONDITIONS. Provisions 8-A through 8-E, if initialed by BUYERS are included in this agreement:

A. SURVEY. Upon acceptance of this offer, BUYERS shall have the property surveyed by a licensed surveyor at the expense of the BUYERS SELLERS. The surveyor shall set and flag all property pins, to be approved by BUYERS before _____. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements (not excluding landscaping, plantings or fencing) located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.

B. SOILS TEST. Upon acceptance of this offer, BUYERS shall have the right to have soils investigations conducted by a licensed soils engineer, including, but not limited to, percolation tests, to ascertain whether the property is suitable for the improvements which BUYERS propose to make. All expenses for the tests shall be borne by BUYERS SELLERS. BUYERS shall be responsible for the repair and restoration of any damage to the property which may be caused by such tests. If in the reasonable opinion of the soils engineer, the property is not suitable for the proposed development, this agreement, at the option of BUYERS, may be terminated and all earnest money shall be refunded.

BUYERS shall be deemed to have waived this condition unless written notice to the contrary is delivered to SELLERS' agent within _____ days of acceptance.

C. COVENANTS. SELLERS shall provide the BUYERS with the covenants within 5 _____ days of acceptance of this offer. BUYERS shall then have _____ days from receipt of these covenants to review and provide written approval to SELLERS' agent.

D. WELL WATER TEST. Upon acceptance of this offer, BUYERS shall obtain a water test limited to sanitary or safe water supply, per the State Hygienic Laboratory report, at the expense of BUYERS SELLERS. BUYERS shall be deemed to have approved said report unless written notice is delivered to SELLERS' agent within _____ days of acceptance. In the event of disapproval, BUYERS may terminate this agreement and all earnest money shall be returned.

E. WELL REPORT. Upon acceptance of this offer, BUYERS shall obtain a well report of the existing well(s) from a licensed well drilling contractor at the expense of the BUYERS SELLERS. BUYERS shall be deemed to have approved said report unless written notice to the contrary is delivered to SELLERS' agent within _____ days of acceptance. In the event of disapproval, BUYERS may terminate this agreement and all earnest money shall be returned.

9. PROPERTY INVESTIGATIONS. This agreement is contingent upon BUYERS' independent investigation within _____ days from the acceptance of this offer of the following examples of conditions relating to the property:

- A. Zoning, other ordinances, general plan description, environmentally protected areas, flood zones, master plans of drainage, dedication of land for public use, topography, or (other) _____
- B. Availability of utilities and costs of development.
- C. Building Department requirements, fees, and costs of offsite and onsite improvements.
- D. Any easements of record for public utilities, roads or highways. Also consider liens, other easements, and interests of others.

BUYERS shall be deemed to have approved of said investigations unless written notice is delivered to SELLERS' agent within _____ days of acceptance of this Purchase Agreement. In the event of disapproval, BUYERS may terminate this agreement and all earnest money shall be returned.

- 10. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
- 11. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to BUYERS for examination. It shall show merchantable title in SELLERS' names in conformity with this agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. If, at the time of closing there remain unresolved title objections, the parties agree to escrow from the sale proceeds a sufficient amount to protect the BUYERS' interests until said objections are corrected, allowing a reasonable time for the corrections of said objections: provided however that if the commercial mortgage lender of the BUYERS will not make the mortgage funds available with such escrow, the provisions for escrow for title defects shall not be applicable.
- 12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and continuing or recaptured rights of SELLERS in the Real Estate, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS, in the event of the death of either SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with paragraph 7.
- 13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing of all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.

14. REMEDIES OF THE PARTIES.

- A. If BUYERS fail to timely perform this contract, SELLERS may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at SELLERS' option, upon Thirty (30) days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) SELLERS may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLERS fail to timely perform this contract, BUYERS have the right to have all payments made returned to them.
- C. BUYERS and SELLERS also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgement for costs and attorney fees as permitted by law.
- D. In the event BUYERS fail to perform their obligations hereunder and the SELLERS successfully forfeit any payments made under this contract, the Broker shall receive from the SELLERS one-half of the forfeited payment, said one-half not to exceed the total commission due to the Broker. In the event the SELLERS fail to perform SELLERS' obligations under this contract when required to do so, SELLERS shall pay to Broker the Broker's commission in the amount set forth in the SELLERS' Listing Agreement with the SELLERS' Broker.

15. STATEMENT AS TO LIENS. If BUYERS intend to assume or take subject to a lien on the Real Estate, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

16. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved by the _____ day of _____, _____, either party may declare this contract null and void, and all payments made hereunder shall be returned to BUYERS.

17. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors and interest of the parties.

18. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

Buyer's Initials Seller's Initials (30)

19. AGENCY DISCLOSURE. The Listing and Selling Agents/Brokers are agents of the parties hereto as outlined below, and their fiduciary duties of loyalty and faithfulness are owed to the party they represent. However, they must treat the other party with honesty and fairness.

The SELLERS in this transaction are represented by:

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

The BUYERS in this transaction are represented by:

Jill Armstrong Jill Armstrong Team, Inc.
(Agent/Brokerage Names).

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

20. NOTICE. Any notice required under this agreement shall be deemed perfected when it is received in writing either by personal delivery or upon the date of the posting of said notice posted by Certified Mail. Copies of all such notices shall be also sent to the Listing Agent and Selling Agent as designated in this agreement, or their Brokers.

For the SELLERS: Jeff Edberg Address: 2346 Mormon Trek Blvd., Suite 2000, Iowa City, IA 52246

For the SELLERS: _____ Address: _____

21. REPRESENTATIONS. It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein or endorsed in writing.

22. COUNTER PARTS CLAUSE. All parties agree to be bound to this contract even if every party does not sign on one original, as long as each copy that is signed is identical to every other signed copy.

23. OTHER PROVISIONS.

A) This offer is contingent upon the City of Riverside approving the Buyer's site and building plan within 90 days.

B) Closing date to be 30 days after city approval.

Buyer's Initials JS Seller's Initials (31)

24. TIME FOR ACCEPTANCE. If this offer is not accepted by SELLERS on or before 12:00 o'clock (A.M. P.M.) on 04/29/2022 it shall become void and all payments shall be repaid to the BUYERS.

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

DATED: April 27th, 2022 at 4:50 (A.M. P.M.)

Scott Kerkhoff

BUYER (PRINT)

BUYER (PRINT)

DocuSigned by:

Scott Kerkhoff 4/28/2022 | 4:16 PM CDT
BUYER (SIGNATURE) BUYER (SIGNATURE)

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

City of Riverside

SELLER (PRINT)

SELLER (PRINT)

SELLER (SIGNATURE)

SELLER (SIGNATURE)

For information only.

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

Buyer's Initials SK Seller's Initials _____

RESOLUTION #2022-_____

**RESOLUTION APPROVING PAY REQUEST #1 FOR STREB
CONSTRUCTION CO., INC FOR 3RD STREET
CONSTRUCTION PROJECT**

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk and it is the opinion of the City Engineering Firm that the City Council accept this pay request #1 in the amount of \$93,004.05 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 3RD Street Capital Improvements Project through 5/27/2022.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of June, 2022.

Signed: _____ Date _____

Allen Schneider, Mayor

Attest: _____ Date _____

Becky LaRoche, City Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1

PAGES 2

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
CITY OF RIVERSIDE	THIRD STREET	1	<input type="checkbox"/> OWNER
60 GREENE STREET	RECONSTRUCTION	APPLICATION DATE:	<input type="checkbox"/> ARCHITECT
RIVERSIDE, IOWA 52327		5/27/2022	<input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR:	ENGINEER:	PERIOD TO:	<input type="checkbox"/>
STREB CONSTRUCTION CO, INC.	AXIOM CONSULTANTS	5/27/2022	<input type="checkbox"/>
3191 CHARBON ROAD SE	60 E COURT ST	PROJECT NOS:	<input type="checkbox"/>
IOWA CITY, IOWA 52246	IOWA CITY, IOWA 52240	21-0144	
CONTRACT FOR: STREET RECONSTRUCTION		CONTRACT DATE:	
		4/5/2022	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	3,300,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	3,300,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	97,899.00
(34) 5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	4,894.95
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	4,894.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	93,004.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	93,004.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	3,206,995.95

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

Date:

5/27/2022

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 93,004.05

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Axiom Consultants,

City Engineer

Date: 5/27/2022

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 5/27/2022

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 5/27/2022

Use Column 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	CLEARING AND GRUBBING	\$45,000.00	\$0.00	\$41,400.00	\$0.00	\$41,400.00	92.00%	\$3,600.00	\$2,070.00
2	TOPSOIL, ON-SITE	\$21,460.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,460.00	\$0.00
3	EXCAVATION, CLASS 10	\$123,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$123,500.00	\$0.00
4	SUBGRADE PREPARATION	\$24,352.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,352.50	\$0.00
5	COMPACTION TESTING	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00	\$0.00
6	BELOW GRADE EXCAVATION (CO	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
7	MODIFIED SUBBASE	\$117,645.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$117,645.00	\$0.00
8	SANITARY SEWER GRAVITY MAIN	\$12,152.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,152.00	\$0.00
9	SANITARY SEWER SERVICE STUB	\$155,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$155,600.00	\$0.00
10	REMOVAL OF SANITARY SEWER,	\$4,138.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,138.00	\$0.00
11	STORM SEWER, TRENCHED, 15" R	\$104,160.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$104,160.00	\$0.00
12	STORM SEWER, TRENCHED, 18" R	\$67,636.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$67,636.00	\$0.00
13	STORM SEWER, TRENCHED, 24" R	\$27,880.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,880.00	\$0.00
14	STORM SEWER, TRENCHED, 36" R	\$22,755.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,755.00	\$0.00
15	STORM SEWER, TRENCHED, ELLIP	\$22,575.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,575.00	\$0.00
16	STORM SEWER, TRENCHED, ELLIP	\$58,645.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$58,645.00	\$0.00
17	REMOVAL OF STORM SEWER, SIZ	\$17,397.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,397.00	\$0.00
18	STORM SEWER ABANDONMENT, E	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$750.00	\$0.00
19	SUBDRAIN, PERFORATED PLASTIC	\$75,359.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,359.70	\$0.00
20	SUBDRAIN OUTLET, DR-303	\$5,330.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,330.00	\$0.00
21	STORM SEWER SERVICE, 6" PVC I	\$13,290.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,290.00	\$0.00
22	WATER MAIN, TRENCHED, 6" PVC	\$164,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$164,000.00	\$0.00
23	WATER MAIN, TRENCHLESS, 6" PV	\$7,857.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,857.00	\$0.00
24	WATER SERVICE PIPE, 1" PVC	\$17,811.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,811.00	\$0.00
25	WATER SERVICE CORPORATION,	\$21,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,600.00	\$0.00
26	WATER SERVICE CURB STOP AND	\$16,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,200.00	\$0.00
27	WATER MAIN REMOVAL, 4" & 6"	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
28	VALVE, GATE, DIP, 6"	\$25,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,500.00	\$0.00
29	FIRE HYDRANT ASSEMBLY	\$36,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,050.00	\$0.00
30	FIRE HYDRANT ASSEMBLY REMO	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,400.00	\$0.00
31	MANHOLE, SANITARY SEWER, SW	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00
32	MANHOLE, SANITARY SEWER, SW	\$25,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,900.00	\$0.00
33	MANHOLE, STORM SEWER, SW-40	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00
34	INTAKE, SW-509	\$93,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$93,600.00	\$0.00
35	INTAKE, SW-512, 24"	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,500.00	\$0.00
36	INTAKE, SW-541	\$8,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,700.00	\$0.00

(35)

37	INTAKE, SW-545	\$89,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$89,700.00	\$0.00
38	MANHOLE ADJUSTMENT, MINOR	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$200.00	\$0.00
39	MANHOLE ADJUSTMENT, MAJOR	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,600.00	\$0.00
40	CONNECTION TO EXISTING MANH	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,100.00	\$0.00
41	CONNECTION TO EXISTING INTAK	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,400.00	\$0.00
42	REMOVE MANHOLE	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$750.00	\$0.00
43	REMOVE INTAKE	\$4,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,750.00	\$0.00
44	REMOVAL OF EXISTING STRUCTU	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
45	PAVEMENT, 7" PCC	\$683,662.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$683,662.00	\$0.00
46	CURB & GUTTER, 24" WIDE, 7" TH	\$8,010.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,010.00	\$0.00
47	PCC PAVEMENT SAMPLES & TEST	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
48	PAVEMENT, HMA	\$29,491.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,491.00	\$0.00
49	REMOVAL OF SIDEWALK	\$26,570.00	\$0.00	\$12,113.00	\$0.00	\$12,113.00	45.59%	\$14,457.00	\$605.65
50	SIDEWALK, 4" PCC	\$178,360.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$178,360.00	\$0.00
51	SIDEWALK, 6" PCC	\$34,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,200.00	\$0.00
52	DETECTABLE WARNINGS	\$20,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,700.00	\$0.00
53	DRIVEWAY, 6" PCC	\$85,614.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,614.00	\$0.00
54	DRIVEWAY, GRANULAR	\$1,575.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,575.00	\$0.00
55	REMOVAL OF PAVED DRIVEWAY	\$5,967.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,967.00	\$0.00
56	PAVEMENT REMOVAL	\$106,128.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$106,128.75	\$0.00
57	SIGN INSTALLATION	\$4,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,650.00	\$0.00
58	TRAFFIC SIGN REMOVAL	\$4,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,650.00	\$0.00
59	PAINTED PAVEMENT MARKINGS,	\$8,960.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,960.00	\$0.00
60	TEMPORARY TRAFFIC CONTROL	\$15,000.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	10.00%	\$13,500.00	\$75.00
61	HYDRAULIC SEEDING, SEEDING, I	\$21,450.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,450.00	\$0.00
62	TEMPORARY SEEDING, FERTILIZI	\$4,290.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,290.00	\$0.00
63	ROLLED EROSION CONTROL PROI	\$6,732.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,732.00	\$0.00
64	FILTER SOCK, 9"	\$11,574.50	\$0.00	\$2,296.00	\$0.00	\$2,296.00	19.84%	\$9,278.50	\$114.80
65	FILTER SOCKS, REMOVAL	\$992.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$992.10	\$0.00
66	RIP RAP, CLASS D	\$4,216.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,216.00	\$0.00
67	SILT FENCE OR SILT FENCE DITCH	\$639.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$639.60	\$0.00
68	SILT FENCE OR SILT FENCE DITCH	\$31.98	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31.98	\$0.00
69	SILT FENCE OR SILT FENCE DITCH	\$31.98	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31.98	\$0.00
70	INLET PROTECTION DEVICE	\$3,780.00	\$0.00	\$840.00	\$0.00	\$840.00	22.22%	\$2,940.00	\$42.00
71	INLET PROTECTION DEVICE, MAIN	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$180.00	\$0.00
72	SEGMENTAL BLOCK RETAINING V	\$105,860.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$105,860.00	\$0.00
73	CONCRETE STEPS, PER PLAN	\$39,872.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$39,872.00	\$0.00
74	HANDRAIL, STEEL	\$16,320.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,320.00	\$0.00
75	SAFETY RAIL	\$48,575.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,575.00	\$0.00
76	MOBILIZATION	\$265,000.00	\$0.00	\$39,750.00	\$0.00	\$39,750.00	15.00%	\$225,250.00	\$1,987.50
77	MAINTENANCE OF SOLID WASTE	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,500.00	\$0.00
78	CONCRETE WASHOUT	\$7,173.89	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,173.89	\$0.00
	GRAND TOTALS	\$3,300,000.00	\$0.00	\$97,899.00	\$0.00	\$97,899.00	2.97%	\$3,202,101.00	\$4,894.95

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

RESOLUTION #2022-_____

**RESOLUTION APPROVING PAY REQUEST #2 FOR ALL AMERICAN
CONCRETE, INC FOR RAILROAD PARK
CONSTRUCTION PROJECT**

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk and it is the opinion of the City Engineering Firm that the City Council accept this pay request #2 in the amount of \$90,761.72 for payment of this project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #2 for work done on the Railroad Park Project through 5/18/2022.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of June, 2022.

Signed: _____ Date _____

Allen Schneider, Mayor

Attest: _____ Date _____

Becky LaRoche, City Clerk

PAYMENT APPLICATION

TO: City of Riverside 60 Greene St. Riverside, Iowa 52327 Attn:	PROJECT NAME AND LOCATION: Riverside RR Park Improvements Riverside Railroad Park Improvements 60 Greene St. Riverside, Iowa 52327	APPLICATION # 2 PERIOD THRU: 05/18/2022 PROJECT #s:	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/>
FROM: All American Concrete, Inc. 1489 Highway 6 West Liberty, IA. 52776	ARCHITECT: Axiom Consultants 60 E. Court St. Iowa City, Iowa 52240	DATE OF CONTRACT: 01/31/2022	
FOR: Riverside Railroad Park Improvements			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$525,641.45
2. SUM OF ALL CHANGE ORDERS	\$9,354.54
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$534,995.99
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$350,855.42
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$17,542.77
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$17,542.77
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$333,312.65
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$242,550.93
8. PAYMENT DUE	\$90,761.72
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$201,683.35

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$10,129.54	(\$775.00)
TOTALS	\$10,129.54	(\$775.00)
NET CHANGES	\$9,354.54	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: All American Concrete, Inc.

By: Jodi Simon Date: 5-31-22

State of: Iowa
County of: Muscatine

Subscribed and sworn to before me this 31st day of May, 2022
Notary Public: Nicole Polito
My Commission Expires: 10-17-22



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$90,761.72

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Bruce Sells ENGINEER Date: 05.31.2022

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Riverside RR Park Improvements
Riverside Railroad Park Improvements

APPLICATION #: 2
DATE OF APPLICATION: 05/18/2022
PERIOD THRU: 05/18/2022
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	TOTAL COMPLETED AND STORED (D + E + F)							
COR#2	Playground Cleaning \$667.34 PER LS	1.00	\$667.34	0.00	\$0.00	1.00	\$667.34	0.00	\$0.00	100%	\$0.00	
COR#3	Crosswalk Paint Deduct (\$275.00) PER LS	1.00	(\$275.00)	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	(\$275.00)	
COR#4	Play Surface Pattern Upcharge \$3,135.00 PER LS	1.00	\$3,135.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$3,135.00	
COR#6	Curbs & Mulch \$6,327.20 PER LS	1.00	\$6,327.20	0.00	\$0.00	0.75	\$4,745.40	0.00	\$0.00	75%	\$1,581.80	
COR#7	Sod to Seeding Deduct (\$500.00) PER LS	1.00	(\$500.00)	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	(\$500.00)	
1	Mobilization \$18,000.00 PER LS	1.00	\$18,000.00	1.00	\$18,000.00	0.00	\$0.00	0.00	\$0.00	100%	\$0.00	
2	Clearing & Grubbing \$0.00 PER	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00	
3	Pavement Removal \$8.50 PER SY	1,430.00	\$12,155.00	1,432.00	\$12,172.00	0.00	\$0.00	0.00	\$0.00	100%	(\$17.00)	
4	Play Sand Removal \$9.00 PER Ton	575.00	\$5,175.00	575.00	\$5,175.00	0.00	\$0.00	0.00	\$0.00	100%	\$0.00	
5	Relocate Birdhouse & 2 Benches \$1,400.00 PER LS	1.00	\$1,400.00	0.50	\$700.00	0.21	\$300.00	0.00	\$0.00	71%	\$400.00	
6	Topsoil-Strip, Stockpile, Respread \$34.00 PER CY	391.00	\$13,294.00	290.00	\$9,860.00	101.00	\$3,434.00	0.00	\$0.00	100%	\$0.00	
7	Earthwork \$20.40 PER CY	1,300.00	\$26,520.00	900.00	\$18,360.00	400.00	\$8,160.00	0.00	\$0.00	100%	\$0.00	
8	Rain Garden Soil Mix \$100.00 PER CY	122.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$12,200.00	
9	Storm Sewer, 18" RCP \$80.00 PER LF	40.00	\$3,200.00	40.00	\$3,200.00	0.00	\$0.00	0.00	\$0.00	100%	\$0.00	
10	Storm Sewer, 12" RCP \$57.00 PER LF	234.00	\$13,338.00	200.00	\$11,400.00	0.00	\$0.00	0.00	\$0.00	85%	\$1,938.00	
11	Storm Sewer, 12" CMP \$75.00 PER LF	38.00	\$2,850.00	38.00	\$2,850.00	0.00	\$0.00	0.00	\$0.00	100%	\$0.00	
SUB-TOTALS			\$117,486.54		\$81,717.00		\$17,306.74		\$0.00	84%	\$18,462.80	

CONTINUATION PAGE

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PROJECT: Riverside RR Park Improvements
Riverside Railroad Park Improvements

APPLICATION #: 2
DATE OF APPLICATION: 05/18/2022
PERIOD THRU: 05/18/2022
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
12	Storm Sewer, 8" HDPE \$46.00 PER LF	28.00	\$1,288.00	\$1,288.00	\$0.00	\$0.00	\$1,288.00	100%	\$0.00	
13	Storm Sewer, 3" X 14" Arch Pipe \$118.00 PER LF	148.00	\$17,464.00	\$15,340.00	\$2,124.00	\$0.00	\$17,464.00	100%	\$0.00	
14	Subdrain, 4" (Playground Surface) \$21.00 PER LF	320.00	\$6,720.00	\$10,773.00	(\$4,053.00)	\$0.00	\$6,720.00	100%	\$0.00	
15	Subdrain, 6" (Roadway) \$21.00 PER LF	513.00	\$10,773.00	\$6,720.00	\$4,053.00	\$0.00	\$10,773.00	100%	\$0.00	
16	Storm Intakes, SW-501 \$4,000.00 PER Each	2.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	
17	Storm Intakes, SW-512 \$1,700.00 PER Each	2.00	\$3,400.00	\$1,700.00	\$0.00	\$0.00	\$1,700.00	50%	\$1,700.00	
18	Storm Intakes, SW-505 w/Type Q \$6,000.00 PER Each	1.00	\$6,000.00	\$4,500.00	\$1,500.00	\$0.00	\$6,000.00	100%	\$0.00	
19	Storm Structures, 18" FES \$1,800.00 PER Each	4.00	\$7,200.00	\$1,800.00	\$5,400.00	\$0.00	\$7,200.00	100%	\$0.00	
20	Storm Structures, 12" FES \$1,500.00 PER Each	2.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
21	Storm Structures, 8" FES \$750.00 PER Each	2.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
22	Rip Rap, Class E \$72.00 PER Ton	80.00	\$5,760.00	\$5,760.00	\$0.00	\$0.00	\$5,760.00	100%	\$0.00	
23	Water Valve Adjustments \$500.00 PER LS	1.00	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
24	Dbl. Reinforced Pavement 7" \$105.00 PER SY	118.00	\$12,390.00	\$12,390.00	\$0.00	\$0.00	\$12,390.00	100%	\$0.00	
25	Paving, 7" PCC-S Hickory St. \$43.55 PER SY	643.00	\$28,002.65	\$28,002.65	\$0.00	\$0.00	\$28,002.65	100%	\$0.00	
26	Paving, 6" PCC-Parking \$36.40 PER SY	1,117.00	\$40,658.80	\$28,064.40	\$12,594.40	\$0.00	\$40,658.80	100%	\$0.00	
27	Modified Subbase, 4" & 6" \$21.50 PER Ton	807.00	\$17,350.50	\$4,859.86	\$15,538.27	\$0.00	\$20,398.13	118%	(\$3,047.63)	
	SUB-TOTALS		\$287,493.49	\$215,914.91	\$54,463.41	\$0.00	\$270,378.32	94%	\$17,115.18	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: Riverside RR Park Improvements
Riverside Railroad Park Improvements

APPLICATION #: 2
DATE OF APPLICATION: 05/18/2022
PERIOD THRU: 05/18/2022
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)	
		QTY	\$ AMT	COMPLETED WORK								
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
28	Paving, 4" PCC-SW incl. Ramps & \$49.00 PER SY	1,085.00	\$53,165.00	545.00	\$26,705.00	516.20	\$25,293.80	0.00	\$0.00	\$51,998.80	98%	\$1,166.20
29	Driveways, Gravel \$30.00 PER Ton	20.00	\$600.00	0.00	\$0.00	31.01	\$930.30	0.00	\$0.00	1,061.20	155%	\$330.30
30	Pavement Markings \$1,500.00 PER LS	1.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$1,500.00
31	Playground Surfacing \$18.00 PER SF	8,856.00	\$159,408.00	0.00	\$0.00	666.67	\$12,000.00	0.00	\$0.00	\$12,000.00	8%	\$147,408.00
32	Playground Equip. Installation \$1,500.00 PER Each	2.00	\$3,000.00	0.00	\$0.00	1.50	\$2,250.00	0.00	\$0.00	\$2,250.00	75%	\$750.00
33	Seeding & Mulch-Temporary \$2,900.00 PER Acre	0.75	\$2,175.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$2,175.00
34	Perm. Native Seeding & Mulch \$5.00 PER SY	200.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$1,000.00
35	Sod-Permanent \$425.00 PER SQ	2.50	\$1,062.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$1,062.50
36	Signage \$420.00 PER Each	6.00	\$2,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$2,520.00
37	Traffic Control \$3,000.00 PER LS	1.00	\$3,000.00	0.25	\$750.00	0.25	\$750.00	0.00	\$0.00	\$1,500.00	50%	\$1,500.00
38	Erosion Control Measures \$6,300.00 PER LS	1.00	\$6,300.00	0.25	\$1,575.00	0.25	\$1,575.00	0.00	\$0.00	\$3,150.00	50%	\$3,150.00
39	Trees, Relocate \$0.00 PER	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00		\$0.00
40	Rip Rap, 3"-6" Erosion Stone \$60.00 PER Ton	63.00	\$3,780.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$3,780.00
41	Seeding & Mulch, Perm. Type 1 \$5,600.00 PER Acre	0.80	\$4,480.00	0.00	\$0.00	0.56	\$3,136.00	0.00	\$0.00	\$3,136.00	70%	\$1,344.00
42	Storm Sewer Removal, 12" CMP \$16.00 PER LF	132.00	\$2,112.00	132.00	\$2,112.00	0.00	\$0.00	0.00	\$0.00	\$2,112.00	100%	\$0.00
43	Water Fountain & Yard Hyd. Rmvl \$800.00 PER LS	1.00	\$800.00	1.00	\$800.00	0.00	\$0.00	0.00	\$0.00	132.00	100%	\$0.00
SUB-TOTALS			\$532,395.99		\$247,856.91		\$100,398.51		\$0.00	\$348,255.42	65%	\$184,140.58

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(41)

RESOLUTION #2022-_____

**RESOLUTION TO APPROVE 28E AGREEMENT
WITH THE CITY OF KALONA**

WHEREAS, the City of Riverside City, Iowa shall enter into a 28e agreement with the City of Kalona, Iowa for Building Inspector,

WHEREAS, the Building Inspector used by the City of Riverside will be employed by the City of Kalona ,

WHEREAS, the City of Riverside will pay 30% of cost for the first year to City of Kalona.

THEREFORE, BE IT RESOLVED, the City of Riverside City Council, hereby approves this 28e agreement with the City of Kalona, Iowa.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 6th day of June, 2022.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche City Clerk

28E AGREEMENT

This Agreement is entered into the date last executed by the parties, by and between the City of Kalona (hereinafter referred to as "City Kalona") and the City of Riverside, Iowa (hereinafter referred to as "Riverside") pursuant to Iowa Code Chapter 28E providing for cooperation between governmental agencies.

WHEREAS, ~~the city has Riverside requires~~, from time to time, ~~requires~~ inspection staff to inspect buildings and manage building permits within the City of Riverside; and,

WHEREAS, ~~the city has Riverside requires~~, from time to time, ~~requires~~ inspection staff to manage nuisance abatement within the City of Riverside; and,

WHEREAS, ~~the city has Riverside requires~~, from time to time, ~~requires~~ inspection staff to provide rental inspections services within the City of Riverside; and,

WHEREAS, ~~the city has Riverside requires~~, from time to time, ~~requires~~ inspection staff to assess code compliance within the City of Riverside; and,

WHEREAS, Kalona has available inspection staff that can assist Riverside; and

WHEREAS, the Parties have determined that it is in the best interest of ~~the City Kalona~~ to enter into an Agreement with Riverside to allow for City Kalona inspection staff to ~~work~~ perform nuisance and inspection services for Riverside.

Now, therefore, the parties hereby agree as follows:

- **28E Agreement.** This Agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa (2001). This Agreement shall consist of 3-4 pages.
- **No Entity.** No separate, legal or administrative entity is created by this Agreement. No real or personal property will be purchased in the performance of this Agreement.
- **Administrators.** The Kalona City Administrator, or his or her designee, and the Riverside City Administrator, or his or her designee, shall administer the performance of this Agreement.
- **Term.** The term of this Agreement shall be for the date of execution of this contract for a term of 5 years or until the date terminated under provisions of this Agreement. This Agreement may also be terminated upon the default of a party. If a party should fail to perform any covenant, agreement, or obligation under this Agreement, the other party may terminate the Agreement upon ninety days written notice, which notice shall specify the default claimed; provided, however,

that the defaulting party shall be entitled, within such ninety-day period, to reinstate the Agreement by curing or remedying any such default to the other party's reasonable satisfaction. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligation or liability arising during the term of this Agreement.

In the event of a breach by Riverside or ~~the City~~ Kalona of this Agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

At the end of the Initial Term, this Lease will renew for additional five (5) year basis, unless and until terminated by one party upon six (6) months prior written notice to the other party, or as otherwise provided ~~in~~ this Agreement.

- **Consolidation.** ~~The City~~ Kalona and Riverside agree that ~~the City~~ Kalona will, effective on or before June __, 2022, allow its Building Inspector to work for Riverside at an annual negotiated percentage of total employee cost to include all benefits afforded to a ~~City~~ Kalona employee per ~~their~~ its personnel manual. ~~The City~~ Kalona shall ~~always~~ allow any of ~~the City's~~ Kalona's equipment used by the Building Inspector in his or her employment with ~~the City~~ Kalona to be used by the Building Inspector when working in Riverside. There will be negotiated monetary payment from Riverside to ~~the City~~ Kalona for the use of their equipment and for vehicle fuel. This negotiated rate will be evaluated every 6 months for miles used and fuel price trends. (ADDENDUM A)
- **Compensation/Costs.** Riverside agrees ~~to re~~ ~~City that~~ Kalona shall be compensated at a rate of 30% for normal cost of an employee, but not limited to, Federal and State income tax withholding, Social Security, Medicare, IPERS and Workmen's Compensation (ADDENDUM B)

~~Riverside agrees to indemnify from and against all liability or loss the City may sustain as a result of claims, demands, costs, or judgments arising from utilization by Riverside of the Building Inspector. Further, Riverside hereby agrees to indemnify and hold harmless the City, its agents, assign and successors in interest from and against any and all loss, expense, including legal fees and disbursements, damage or injury growing out of, resulting there from, or arising from utilization by the City of the Building Inspector.~~

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- The CityKalona will cover all upfront cost for equipment, software and travel for certification conferences. Riverside agrees to compensate the CityKalona at a rate of 30% for all cost associated with maintaining an inspector.
- The CityKalona will cover all computer equipment cost. Riverside agrees to compensate the CityKalona at a rate of 30% for all computer related cost. Should the agreement be terminated, the CityKalona would reimburse Riverside for any computer newer than 4-years at a depreciated rate of 25% yearly.
- The CityKalona will invoice Riverside prior to the 10th of each month for the previous months expenditures. Invoice would be payable to the CityKalona no later than the 10th of the following month.
- This Agreement will be reviewed by the parties annually in December to determine and agree upon any modification to the compensation/costs that Riverside will pay for use of the Building Inspector. Modification of compensation/costs will become effective January 1, unless the parties agree otherwise. If agreement cannot be reached regarding the compensation/costs, either party may terminate this Agreement with 90 days' written notice.

• Indemnification.

- Riverside agrees to indemnify from and against all liability or loss Kalona may sustain as a result of claims, demands, costs, or judgments arising from utilization by Riverside of the Building Inspector. Further, Riverside hereby agrees to indemnify and hold harmless Kalona, its agents, assigns, and successors in interest from and against any and all loss, expense, including legal fees and disbursements, damage or injury growing out of, resulting therefrom, or arising from utilization by Kalona of the Building Inspector.

- Independent Contractor. The Building Inspector shall at all times be an Independent Contractor for Riverside and an employee of Kalona. All matters pertaining to policy decisions shall be made by the Kalona Administrator or designee.

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- Written Notice. Written notice will be sent to the following individuals:

Riverside City Administrator
60 Greene Street
Riverside, IA 52327

Kalona City Administrator
511 C Avenue
Kalona, IA 52247

- Execution of Agreement. The parties shall approve the Agreement by resolution or motion of the respective board or council, which shall authorize the execution of the Agreement. It will then be filed in the office of the Iowa Secretary of State and the Recorders of Washington County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Secretary of State's Office and shall remain in effect unless terminated as provided herein. This is the entire Agreement between the parties, and it may be amended only upon the Agreement of both parties and only in writing. The laws of the State of Iowa apply to this Agreement.

In Witness whereof, Riverside and City have caused this Agreement to be executed in four separate counterparts, each of which shall be considered an original.

Dated this ___ day of ____, 2022

City of Riverside, Iowa

City of Kalona, Iowa

By: Allen Schneider, Mayor

By: Mark Robe, Mayor

ATTEST:

ATTEST:

By: Becky LaRoche, City Clerk

By: Sarah Chmelar, City Clerk

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ADDENDUM A

Fuel Charge
(250 work days / 20 miles)/15 mpg * \$4.25

\$1,416 yearly fuel charge to be paid monthly at a cost of \$118.05

ADDENDUM B

(SALARY RANGE \$63,000-\$65,000)

Salary	\$	63,000.00	TO	\$	65,000.00
IPERS	\$	5,947.20		\$	6,136.00
FED/FICA	\$	4,819.50		\$	4,972.50
Estimated Salary	\$	<u>73,766.70</u>		\$	<u>76,108.50</u>

Sharing %					
70% Kalona	\$	51,636.69		\$	53,275.95
30% Riverside	\$	22,130.01		\$	22,832.55

6/6/2022 Council Meeting

Public Works-Mixed up leaf pile, added water for composting

- Cleaned Bathrooms in Parks-daily
- Empty trash around town, trail
- Met with Axion on Railroad Project-weekly
- Arrange for delivery of ten spin parts for installation
- Repair of Hall Park ball lights
- Weekly meeting with 3rd Street Project
- Worked with All American on border for trees
- Helped with water service-Walgreen
- Worked on waterfall-Veteran's Park
- Helped unload swing set-Railroad Park
- Worked on water hydrant-Veteran's Park
- Cleaned up mulch from stump grinding-Railroad Park
- Fixed sinkhole on Blackberry Street
- Put up tennis court nets
- Worked on drinking fountains-Hall Park
- Worked on painting legs of equipment in Railroad Park
- Met with Big Iron on ten spin height for Railroad Park
- Met with All American, Big Iron on merry go round-Railroad Park
- Cleaned up fish entrails out of stage trash can
- Worked on lights for Hall Park ball diamonds
- Gathered fire extinguishers for maintenance
- Working on lights at Railroad Park, Hall Park

City Administrator-Monday employee meetings

- Review Payroll
- A/P
- Agenda Prep
- Answering phones
- Emails
- Agenda and packet to website
- Resident questions on 3rd Street Project
- Weekly meetings with RR Park, 3rd St Projects
- Weekly meeting with Mayor
- Resident payments, phone calls
- Working with state on completion of Derecho Grant
- Emailing for updates for monitor grant-no news yet
- Staff reviews
- Gathered information on Community Center Project
- Set up interviews for maintenance position-held 2nd interviews with two council
- Attended Washington County Riverboat Foundation Meeting-awarded \$100,044 grant-RR Park

- Met with homeowner on 3rd Street
- Meeting with Bryan on lighting, Hall Park and Railroad Park
- sign up for IMFOA membership

City Clerk-Payroll

- Water billing
- Receipting
- Public hearing notices to paper
- Month End balancing
- Letters on high water readings
- Building permits-working with Rob Decker
- Payroll
- Payroll taxes

Goals-

Website updates-Text-currently 63.

Update Employee Handbook-waiting for attorney information-have draft copy

Nuisance Properties-waiting to see results of city council decision on nuisance officer-28E

Downtown Building Inspection Process-Possible 28E with Kalona

Code updates-Work session 5/23/22

Completed Railroad Park and 3rd Street Design-

- Railroad Park-Nearing Completion
- 3rd Street-Working on Phase 1

Christine Yancey

From: Chris Kirkwood <trekkie9@lowatelecom.net>
Sent: Friday, May 20, 2022 2:25 PM
To: MaryJane Stumpf
Cc: Mike Meinders; Christine Yancey; Travis Riggan
Subject: June agenda for 150th and minutes from May

Mary Jane/Mike:
If you want to add or change anything, let me know!

150th Committee Agenda: 50 Years of Riverside History
Wednesday, June 1, 2022, 6 pm, History Center

Present at last meeting:
Mary Jane Stumpf, Chair
Mike Meinders, Co-Chair
Katie Simon

Chris Kirkwood, Secy
Jan Musser
Carolyn Hudson

1.
Call the meeting to order. Corrections/additions to the minutes of May 4, 2022.
2.
Old business
 - a.
Booklet delivered to The News and sent to be published. It might be available at this meeting. We will be distributing copies as soon as we can to get them out before Trek Fest
 - b.
Auction of quilt and museum items
 - b.
Time Capsule
3.
New business:
4.
Close Meeting
5.
Next meeting Wednesday, July 6, 6 p.m, in the History Center.

150th Committee Meeting: 50 Years of Riverside History
May 4, 2022, 6 pm, History Center

Present:
Mary Jane Stumpf, Chair
Mike Meinders, Co-Chair
Katie Simon
Chris Kirkwood, Secy
Jan Musser
Carolyn Hudson

1.
The meeting was called to order at 6 pm. There were no corrections/additions to the minutes of March 2, 2022.

2.
Old business

a.
The quilt made for the 150th/Trek Fest was featured in The News this week and a copy of the article was shared.

b.
Mason Holta, Steffes Group, has agreed to do the auction for us but said that an on-line auction was not going to be feasible. He needs information on the items we are looking to sell. The auction will take place during the period from 11:30a until 1pm on the stage. He will be bringing his own truck and speakers. The other item we are going to auction is a 'batlif' guitar but Mike thinks it is in need of repair and painting which requires auto paint. We need to email Travis to make him aware of this, if he is not. The tips on the very bottom of both guitars were broken (that's why we ended up with them).

c.
Booklet: It is coming into the final stages. We hope to have done and sent to the printers in time to get our finished copies back by June 1. Ryan has helped a lot to keep things moving and in communications between everyone. Travis Riggan, RACC, indicated he would like an electronic copy of the booklet when it is ready in order to share with KXIC before the event for publicity to prep for the 'coffee talk'.

d.
We received an email that the Klingons are definitely coming to Trek Fest, although the contracts haven't been signed yet. The email also had their schedule of events as it currently stands.

3.
New business: We need to contact Ryan to set up meetings for the final proofing in order to send the booklet to the printers.

4.
It was unanimously approved to end the meeting at 8:30 pm.

5.
The next meeting is Wednesday, June 1, at 6 p.m, in the History Center.

Minutes recorded by Chris Kirkwood

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.