

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

Monday, March 6, 2023, 6:00 PM

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. Roll Call
3. Approval of Agenda
4. Consent agenda
 - a. Minutes from 02-21-2023
 - b. Expenditures for 03-06-2023
5. **Public forum: 3 minutes per person.**
See guidelines for public comments at the Clerk's table
6. PeopleService
 - a. Discussion on CIT sewer services agreement (6)
 - b. Discussion on Fluidyne ISAM proposal for wastewater treatment plant (9)
7. City Engineer's Report (Axiom) (15)
 - a. 3rd Street – release of partial retainage
 - b. Review of water plant repair options-final bid docs
 - c. Discussion on Captain Kirk Birthplace ADA project (19)
 - d. Update on Kleopfer/Buckeye drainage
8. Review bids for Gator UTV (29)
9. Closed Session per Iowa Code Chapter 21.5.1.i Administrative Candidates
10. Resolutions (next resolution # 2023-18)
 - a. Consider resolution allowing UTV use within city limits
 - b. Consider resolution for CIT sewer services proposal (44)
 - c. Consider resolution for Fluidyne proposal (45)
11. Discussion on Commercial Drive lot real estate listing (46)
12. Review of dog issue on Schnoebelen St. (Mills) (47)
13. Set work session for City Administrator interviews – March 8

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

14. Set budget work session for March

15. Closing Comments

16. Motion to Adjourn

RIVERSIDE CITY COUNCIL MEETING: Tuesday, February 21, 2023

The regular Riverside City Council meeting started at 6 p.m. in the Riverside City Council Chambers. Mayor Allen Schneider called the meeting to order with Tom Sexton, Edgar McGuire, Kevin Kiene, Lois Schneider, and Kevin Mills present.

A motion was made by McGuire, second by Sexton to approve the agenda. Passed 5-0.

Motion made by Sexton, second by Kiene to approve the consent agenda, including 2-1-23 P&Z minutes, 2-6-23 City Council minutes, expenditures, and Casey's alcohol license renewal. Passed 5-0.

Kiene motioned, second by McGuire to open the Public Hearing on FY24 Max Levy Rate at 6:09 p.m. Passed 5-0. There were no written or oral comments. Sexton moved, second by McGuire to close Public Hearing at 6:10 p.m. Passed 5-0.

Trevor Shering presented Kalona Public Library 2022 Annual Report.

Luis Ramirez, PeopleService, Inc. gave the January water and wastewater report, updated Council on Well #8 repair costs, and presented changes to the backflow preventers repair bill. City Council discussed sewer maintenance service proposals.

Nick Bettis from Axiom Consultants discussed the City Engineer's report. Items discussed included the 3rd Street project, water treatment plant repairs, and setting up a property owners' meeting for storm water drainage on Kleopfer and Buckeye Streets.

Motion was made by McGuire, second by Kiene to pass Resolution #2023-14, Approving Maximum Tax Levy for FY24 at \$8.10 per \$1,000 of assessed property value. Passed 5-0.

Motion was made by McGuire, second by Mills to table discussion on awarding a contract for sewer services. Passed 5-0. An updated agreement will be presented at the next meeting.

Motion was made by McGuire, second by Schneider to pass Resolution #2023-15, Approving Well #8 repairs from Cahoy Pump Service and Mellen & Associates. Total for both proposals was \$32,805. Passed 5-0.

Motion was made by McGuire, second by Sexton to pass Resolution #2023-16, Approving (5) backflow preventer repairs from Summit Fire Protection of Iowa City in the amount of \$9,181.53. Passed 5-0.

Motion was made by Schneider, second by Kiene to pass Resolution #2023-17, Approving the FY24 contract for library services with Kalona Public Library in the amount of \$24,453. Passed 5-0.

City Council discussed UTV/ATV ordinance updates. A resolution will be considered at the next meeting.

City Council discussed renewal of the listing for Commercial Drive Lot #2. The Mayor was asked to check with other realtors and look into adding the listing to the WEDG web site.

The City Council reviewed three sample policies provided by the City Attorney for consideration when updating the Employee Handbook. The most recent version of the handbook will be discussed at the next meeting.

The City Council reviewed a concept drawing from Steve Mann for a potential development near Kum & Go. Bettis recommended that the City set up a pre-application meeting with Axiom and Mann.

The Mayor updated the City Council on a proposed YMCA summer program in Kalona. The YMCA has turned down their grant award from Riverside. The Mayor was contacted by Kalona's City Administrator to see if there was interest in partnering with Kalona and Wellman to help fund the program. A motion was made by Schneider, seconded by Kiene to commit \$5,000 to the program in Kalona.

The City Council reviewed January Utility Billing reports and financials.

Motion by McGuire, second by Sexton to adjourn at 8:16 p.m. Motion carried 5-0.

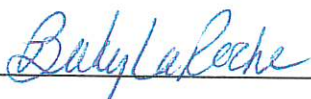
Full content of city council meetings can be viewed on the city website www.riversideiowa.gov.

Next City Council Meeting: Monday, March 6th, 2023 at 6:00 p.m. in City Council Chambers



Allen Schneider, Mayor

ATTEST:



Becky LaRoche, City Clerk

EXPENDITURES MARCH 6, 2023					
	COUNCIL MEETING	BILLS			
1	ACCESS	COPIER	001-5-650-6496	\$	357.00
2	ALLIANT ENERGY	PARKS	001-5-430-6371	\$	235.00
3	ALLIANT ENERGY	SEWER	610-5-815-6371	\$	919.43
4	ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$	223.03
5	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$	1,403.03
6	ALLIANT ENERGY	FIRE STATION	002-5-150-6330	\$	396.33
7	ALLIANT ENERGY	WATER	600-5-810-6371	\$	324.39
8	A-TECH ALARM	FD-MONITORING	002-5-150-6356	\$	84.00
9	AXIOM CONSULTANTS	WWTP-REPAIR PLANS	301-5-750-6798	\$	4,000.00
10	AXIOM CONSULTANTS	3RD STREET	301-5-750-6796	\$	1,020.00
11	AXIOM CONSULTANTS	MEETINGS	001-5-650-6407	\$	725.00
12	AXIOM CONSULTANTS	RAILROAD PARK	301-5-7550-6797	\$	425.00
13	BECKY LaROCHE	CELL STIPEND	001-5-650-6373	\$	50.00
14	BRYAN LENZ	CELL STIPEND	001-5-430-6373	\$	50.00
15	CITY OF KALONA	150 YR BOOKS	001-5-520-6510	\$	500.00
16	FIRE SERVICE TRAINING	6 FIREMAN TRAINING	002-5-150-6354	\$	600.00
17	FP MAILING	METER FEE	001-5-650-6508	\$	86.85
18	GRONEWOLD, BELL, KYHNN CO	FY 22 AUDIT	001-5-650-6498	\$	2,634.97
19	HEIMAN	TRUCK LIGHT	002-5-150-6356	\$	190.59
20	JOHNSON COUNTY REFUSE	FEBRUARYBILLING	670-5-840-6499	\$	7,113.25
21	KALONA GRAPHICS	ENVELOPES	600-5-810-6506	\$	114.35
22	KALONA GRAPHICS	ENVELOPES	610-5-815-6506	\$	114.34
23	KUM & GO FLEET	FD-FUEL	002-5-150-6350	\$	374.50
	LINO WATER	INSTALL DO CONTROLLER	610-5-815-6507	\$	1,500.00
	LINO WATER	VALIDATE THERMO ORION STAR	600-5-810-6507	\$	1,063.00
24	LOGAN MICHEL	CELL STIPEND	001-5-210-6373	\$	50.00
25	MEARDON, SUPPEL, DOWNER	LEGAL	001-5-640-6411	\$	1,300.00
26	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$	315.81
27	MID AMERICAN ENERGY	RVFD	002-5-150-6330	\$	581.50
28	MID AMERICAN ENERGY	C HALL	001-5-650-6371	\$	125.59
29	PEOPLE SERVICES	SERVICE	610-5-815-6500	\$	12,022.00
30	PEOPLE SERVICES	SERVICE	600-5-800-6500	\$	12,022.00
31	RELIANT FIRE	FD-2 LIGHTS	002-5-150-6352	\$	212.50
32	SANDRY FIRE	FD- SCBA PARTS	002-5-150-6356	\$	559.80
33	SHARON TELEPHONE	CITY HALL	001-5-650-6373	\$	314.34
34	SHARON TELEPHONE	RVFD	002-5-150-6332	\$	88.40
35	SHARON TELEPHONE	SHOP	001-5-210-6373	\$	40.83
36	SHARON TELEPHONE	WWTP	610-5-815-6373	\$	40.83
37	SHARON TELEPHONE	WTP	600-5-810-6373	\$	40.83
38	THE NEWS	PUBLICATIONS	001-5-650-6402	\$	392.75
39	US CELLULAR	FD- NOTE PADS	002-5-150-6332	\$	72.45
40	VERIZON	GATEWAY	600-5-810-6373	\$	26.65
41	VERIZON	GATEWAY	610-5-815-6373	\$	26.65
42	VERIZON	CH TABLET	001-5-650-6373	\$	22.81
43	*****	TOTAL BILLS		\$	52,759.80
44	DELTA DENTAL	BILLING-MARCH	001-5-430-6150	\$	292.44
45	LINCOLN NAT'L LIFE INS	BILLING-MARCH	001-5-620-6150	\$	291.30
46	WELLMARK	BC/BS	001-5-620-6150	\$	3,209.99
47	*****	TOTAL PAID BILLS			
48	*****	TOTAL EXPENDITURES		\$	56,553.53
49	EXPENDITURES by FUND				
50	GENERAL FUND		\$	12,620.74	
51	FIRE DEPARTMENT		\$	3,160.07	
52	ROAD USE FUND		\$	-	
53	CASINO FUND		\$	-	
54	CAPITAL PROJECTS		\$	5,445.00	
55	WATER FUND		\$	13,591.22	
56	SEWER FUND		\$	14,623.25	
57	GARBAGE		\$	7,113.25	
58	TOTAL EXPENDITURES		\$	56,553.53	



PO Box 203
Mc Callsburg, IA 50154
Phone:515-434-2248 Fax:515-434-2249
www.citsewer.com

Six-year sewer maintenance contract

The City of Riverside hereby enters a five-year contract with CIT Sewer Solutions to maintain the sewers of the City of Riverside by use of CIT's equipment for the duration of a six-year period according to the following terms.

1. The City will furnish a sewer map, the necessary water, expose all manhole lids, provide a disposal area for debris removed and furnish legal access to all manholes.
 2. CIT agrees to furnish all equipment, manpower, insurances, and other incidentals necessary to complete project. All services will be performed by experienced workmen in a neat and orderly manner. It is the responsibility of CIT to be compliant with all applicable OSHA regulations.
 3. It will be the responsibility of the City to notify CIT of any stoppages that occur in lines that were fully cleaned and televised the previous year so that any such lines will be cleaned without charge during our next visit. (this will not apply if video shows line was free of blockage at time of previous cleaning)
 4. Complete records, maps and other information will be kept by CIT with a copy available to the City upon request. A summary report will be given to the City at the completion of each job along with a flash drive if televised.
 5. The time and performance of this contract, such as frequency of cleaning, methods used, and extent of cleaning necessary, will be determined by actual conditions found. The areas of the sewers to be maintained each year will be determined from discussions between CIT representative, and the City's representative at a time preceding each year's work.
-

6. Prices plus inflation clause are guaranteed to the City for services during the 6-year agreement.

	6-year contract pricing for Riverside, Iowa from February 2023 to February 2029	Price Per Unit	Unit
a.	Jet/Vac Cleaning 8" – 12" (two passes or less)	\$0.75	FT
	Jet/Vac Cleaning with Easement Machine 8" – 12" (two passes or less)	\$1.11	FT
	Jet/Vac Cleaning 15" – 18" (two passes or less)	\$0.84	FT
	Jet/Vac Cleaning with Easement Machine 15" – 18" (two passes or less)	\$1.33	FT
	Jet/Vac Cleaning – Heavy Cleaning (3 or more passes)	\$350	HR
b.	Hydro Root Sawing	\$1.04	FT
c.	CCTV Inspection (PACP Reports, Rehabilitation Recommendation Report and flash drive included)	\$1.10	FT
	CCTV Inspection Easement (PACP Reports, Rehabilitation Recommendation Report and flash drive included)	\$1.60	FT
	Reverse Inspection	\$40	EA
	CCTV Lateral Launch Inspection	\$300	EA
d.	Vacuum Cleaning (lift stations, catch basins, storage tanks, etc.)	\$309	HR
	Vacuum Cleaning Service with Easement Machine	\$365.65	HR
e.	Smoke Testing	\$0.47	FT
f.	Emergency Calls		
	Jet/Vac cleaning – Port to Port and one technician	\$223.51	HR
	Vacuum Cleaning or CCTV Inspection – Port to Port and one technician	\$394.49	HR
	Additional required technicians	\$129.78	HR
g.	Mobilization (per truck per trip)	\$6.00/mile	EA

Idle Time - \$300/hour - Time exceeding 30 min for water fill, debris disposal, customer representative authorizations or other factors not related to CIT's responsibilities while performing agreed job scope will be considered Idle Time and shall be charged at a prorated rate once that limit is exceeded.

Investigative work - \$350/truck/hour - prorated for actual time worked in 15 min increments.

Buried Manholes – CIT will expose a manhole up to 8" deep under dirt or gravel at a flat cost of \$75 – If a cover is over 8" deep, the owner is responsible to contact Iowa One Call for locate if they desire CIT to expose, will be charged at a rate of \$300/hour.

7. Total work to be performed yearly by CIT will be a minimum amount of \$10,000.00 per year. This work may be a combination of any of the services offered.

8. The minimum amount of pre-scheduled work to be performed will be \$3,000.00 per visit.

9. Payment will be made at the unit prices as per contract. Request for any additional work not included in the provisions of this contract will be negotiated between Customer and CIT via change order.
10. Customer will pay CIT in full for all completed work within 30 days of CIT invoice date. 5% interest will be charged on any unpaid balance over 30 days from date of invoice. 25% surcharge fee on legal and/or collection fee to collect delinquent invoices.
11. Prices will increase to serve solely for the purposes of inflation at 4.5% increase based on a bi-annually bases.
12. If at any time in the 6-year contract period, either the City of Riverside or CIT wishes to terminate the contract, either party may do so by giving thirty (30) days written notice.

This contract period extends from

Agreement dated this _____ day of _____, 20__.

CIT CEO Signature

City Official (Authorized to Sign)

CIT Representative Signature

Attest

FLUIDYNE CORPORATION

5436 Nordic Drive, Suite D Street Cedar Falls, IA 50613

Phone: (319) 266-9967 Fax: (319) 277-6034

<http://www.fluidynecorp.com>

targiem@fluidynecorp.com



PROPOSAL

FLUIDYNE CORPORATION (HEREINAFTER CALLED THE COMPANY) AGREES TO SELL TO THE PURCHASER AND THE PURCHASER AGREES TO BUY AND ACCEPT FROM THE COMPANY, THE ITEM (S) DESCRIBED HEREIN.

PROJECT: **Riverside, IA
Fluidyne ISAM™ System
Service Proposal**

PROPOSAL NO.: FLC 020123

DATE WRITTEN: February 1, 2023

WRITTEN BY: Targie Mandt
Fluidyne Corporation
Cedar Falls, Iowa

**FLUIDYNE CORPORATION
5436 NORDIC DRIVE, SUITE D
CEDAR FALLS, IOWA 50613
(319) 266-9967**

**PROPOSAL NO.: FLC 020123
PROJECT: Riverside, IA, ISAM™
DATE: February 1, 2023**

Fluidyne Corporation is pleased quote the following proposal for service for the Riverside Fluidyne ISAM™ system in Riverside, IA.

- 1) Half (0.5) day on site for plant evaluation of the Fluidyne ISAM equipment and controls.
- 2) One (1) report and proposal with upgrade recommendations.
- 3) Two (2) hours of travel, four (4) hours total to and from site location.

The price for the above service is **\$1,150.00** and includes travel and living expenses.

CLARIFICATIONS:

- Any additional field service is charged at \$1,050.00 per day plus travel and living expenses.
- No equipment is included in this proposal.
- No PLC programming is included in this proposal.
- Trip may be scheduled within 3-6 weeks after receiving signed proposal from customer.

EXCLUSIONS: Not furnished by Fluidyne are the following; any fittings except those specifically included above; supports; anchor bolts; remote panels, disconnects or junction boxes; conduit and wiring external to the control panel; electrical and mechanical installation labor; off-loading of equipment; jobsite storage; taxes; duties; insurance and other items not specifically mentioned in the body of this proposal.

SHIPMENT: The price quoted is based on a target date of 3-6 weeks after receipt of purchase order of our signed proposal.

TAXES: Any applicable duties, sales, use, excise or similar taxes are not included in the quoted price.

FLUIDYNE CORPORATION
5436 NORDIC DRIVE, SUITE D
CEDAR FALLS, IOWA 50613
(319) 266-9967

PROPOSAL NO.: FLC 020123
PROJECT: Riverside, IA, ISAM™
DATE: February 1, 2023

TERMS OF PAYMENT: Warranties shall apply only when payments are made in full and according to the following schedule:

100% upon completion of service

Unless other terms are specified, all payments shall be in United States Dollars and pro rate payments shall become due as deliveries are made. If date of delivery is delayed by purchaser, date of readiness for delivery shall be deemed date of delivery for payment purposes. If purchaser delays manufacture, a payment shall be made based on the purchase price and percentage of completion, balance payable in accordance with the terms stated. Title shall not pass to purchaser or end user until all payments including final payment and any retention for all goods and services have been received in full by Fluidyne.

If, at any time in Company's judgment, purchaser may be or may become unable or unwilling to meet the terms specified, Company may require satisfactory assurances of full or partial payment as a condition of commencing of continuing manufacture; or in advance of shipment, if shipment has been made, recover the product(s) from the carrier.

DURATION: This proposal shall remain in effect for 30 days after proposal date, unless changed in the interim upon written notice.

**FLUIDYNE CORPORATION
5436 NORDIC DRIVE, SUITE D
CEDAR FALLS, IOWA 50613
(319) 266-9967**

**PROPOSAL NO.: FLC 020123
PROJECT: Riverside, IA, ISAM™
DATE: February 1, 2023**

**FLUIDYNE CORPORATION
TERMS OF SALE**

The conditions stated below shall constitute a part of the agreement resulting from the acceptance of an order for the whole or any part of the equipment covered by this quotation.

1. ACCEPTANCE:

All orders shall be made out to Fluidyne Corp., 5436 Nordic Drive, Suite D, Cedar Falls, Iowa 50613, and shall be subject to acceptance by Fluidyne. Orders may not be canceled without Fluidyne's written consent, and then only on terms indemnifying Fluidyne against loss. Fluidyne reserves the right to correct any typographical or clerical errors in the proposal, pricing, or specification. Acceptance of any contract by Fluidyne shall be contingent upon credit approval. Performance shall be subject to strikes, fires, accidents, or curtailments in manufacturing or due to delays unavoidable or beyond the control of Fluidyne. No direct or liquidated damages or penalties shall be accepted. Receipt of the original copy of this proposal, signed by the purchaser, shall constitute a purchase order. The drawings and bulletin illustrations submitted with this proposal shall be general type, arrangement and approximate dimensions of the equipment to be furnished. Fluidyne reserves the right to alter such details in design or arrangement of its equipment, which in its judgment would constitute an improvement in construction, application or operation. Fluidyne shall promptly forward all necessary engineering information for installation of its equipment to the purchaser upon receipt of this accepted proposal. Any changes in equipment, arrangement of equipment, or application of equipment requested by purchaser after acceptance of proposal will be made at purchaser's expense.

2. TAXES

The prices quoted are subject to any addition, which may be necessary to cover any tax charge now existing or hereafter imposed by Federal, State, or Municipal authorities upon equipment or services herein described or the production, sale, distribution or delivery thereof, or upon any feature of this transaction.

3. BINDING RESPONSIBILITIES:

Sales representatives are not authorized to bind us. Typographical errors are not binding.

4. CANCELLATION:

After acceptance, an order shall not be subject to cancellation unless cancellation charges are borne by the Purchaser for work done by the Seller up to the time of receipt of cancellation notice; nor shall such orders be subject to change unless price increases are born by the Purchaser.

5. SHIPMENT AND DELIVERY:

All deliveries quoted are estimates based on Fluidyne's best judgment at the time of this proposal, but shipment on these dates is not guaranteed. Deliveries are figured from date of receipt in Cedar Falls, Iowa of approved order and technical data. Fluidyne will not accept any claims caused by delay in shipment or delivery. It is further understood that storage charges of 1 percent per month will apply commencing 30 days from date of equipment completion if purchaser asks the delivery be delayed after production is started. Billing will be made at time of completion of equipment and paid per standard terms.

6. TERMS OF PAYMENT:

Terms of payment are as stipulated in the body of this proposal. Accounts not paid on net cash due date bear interest at the rate of 1.5 percent per month not to exceed the maximum permissible by law. Title shall not pass to purchaser or end user until all payments including final payment and any retention for all goods and services have been received in full by Fluidyne.

**FLUIDYNE CORPORATION
5436 NORDIC DRIVE, SUITE D
CEDAR FALLS, IOWA 50613
(319) 266-9967**

**PROPOSAL NO.: FLC 020123
PROJECT: Riverside, IA, ISAM™
DATE: February 1, 2023**

7. INSTALLATION AND INITIAL OPERATION:

All equipment shall be installed by and at the expense of the Purchaser unless otherwise stipulated. The Seller will furnish at its option, engineers to supervise the installation and starting up of the equipment. Field service will be provided by a factory-trained representative at a per diem rate of \$1,050.00 plus travel and expenses on any additional period not stated in this contract.

8. WARRANTY:

Fluidyne warrants the equipment proposed and described herein against defects in material and workmanship under normal service for a period of one year after date of start-up, not to exceed eighteen months from date of shipment. Parts of products manufactured by others and provided by Fluidyne are warranted only to the extent of the original manufacturer's warranty. This warranty is valid provided that the installation operation and maintenance of the equipment is made in accordance with Fluidyne's instructions. The purchaser must promptly give written notice of any equipment defects to Fluidyne. Under warranty, Fluidyne will provide, without cost to the purchaser, such replacement parts as may be required to repair or replace the defective equipment. All labor as may be required to make such replacements must be made by purchaser unless stated otherwise in this proposal. Qualified Fluidyne personnel or its agents must perform all startup service, or this warranty is void. Fluidyne will not warrant nor replace any material involved when repairs are made without prior written authorization from Fluidyne.

THIS IS FLUIDYNE'S SOLE WARRANTY. FLUIDYNE MAKES NO OTHER WARRANTY OF ANY KIND, IMPLIED OR EXPRESSED: ALL IMPLIED OR EXPRESSED WARRANTY MADE BY ANY PERSON, AGENT OR REPRESENTATIVE WHICH EXCEEDS FLUIDYNE'S AFOREMENTIONED OBLIGATION ARE HEREBY DISCLAIMED BY FLUIDYNE AND EXCLUDED FROM THIS WARRANTY.

9. PATENTS:

The equipment provided by Fluidyne may be covered by patents pending or issued. Fluidyne grants the right to use this equipment without further charges. Fluidyne does not grant rights to use, royalties, or protection against patent litigation arising from use of this equipment in patented processes controlled by others unless otherwise listed above.

10. CHANGE ORDERS:

Any change orders shall be mutually agreeable between buyer and seller.

11. LIABILITY:

In no event shall either party be liable to the other party for anticipated profits or for incidental, special, indirect, punitive or consequential damages under any circumstances. A party's liability on any claim of any kind for any loss or damage arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof shall, in no case, exceed the price allocable to the Equipment or the Services or any unit thereof which gives rise to the claim. Neither Buyer nor Seller shall be liable for penalties of any description.

12. TERMS OF SALE:

Pricing is based on Fluidyne's standard terms of sale.

FLUIDYNE CORPORATION
5436 NORDIC DRIVE, SUITE D
CEDAR FALLS, IOWA 50613
(319) 266-9967

PROPOSAL NO.: FLG 020123
PROJECT: Riverside, IA, ISAM™
DATE: February 1, 2023

SUBMITTED BY: FLUIDYNE CORPORATION
DATE: February 1, 2023
PROJECT: Riverside, IA WWTP ISAM™ System

ACCEPTED BY: _____
(Sign and Title)

(Company Name)
DATED: _____

PURCHASE ORDER NUMBER: _____

CUSTOMER BILLING INFORMATION:

NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE: _____
EMAIL: _____

CUSTOMER SHIPPING INFORMATION:

NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE: _____
EMAIL: _____

ENGINEER'S REPORT

PROJECT: City of Riverside
DATE: March 1, 2023
TO: City Council
TOPIC: Project Updates

Third Street Reconstruction

It was discovered that sump pump tile at 131 E 3rd Street was damaged during grading/excavation last year. Thus, water is discharging from sump pump and running across sidewalk, causing erosion along parkway grading. Axiom is coordinating with contractor to remedy. In addition, Streb has requested release of partial retainage due to amount completed of project and waiting through the winter. I have added as agenda item for discussion and possible approval.

Sanitary Servicing Contract

All sewer televising or repairs can be tracked via Diamond Maps either by People Service or Axiom.

Wastewater Treatment Plant

Pre-construction meeting completed, and contracts signed and authorized. Start date currently anticipated to be early April. There are no concerns with material delays or long lead times.

Water Treatment Plant

Axiom waiting for direction from Council as to which option they would like to move forward with for final design and bid documents.

Captain Kirk Birthplace – ADA Access

Drawings and Opinion of Costs for recommended design attached for discussion purposes.

Kleopfer/Buckeye Stormwater Improvements

Continued attempts made to contact Mr. Collins with no success. City logo has been added to letter. If determined to move forward with improvements, it is suggested that easements be established.

East Street

Axiom to have survey stake dead end street signs and grading limits.

Zoning Map

Axiom can provide a current zoning map and continue to update as rezonings are completed.

Development Projects

Update on Lombard campground and potential multi-family residential near Kum & Go. As previously noted, Axiom suggests a pre-application meeting and requests official application and appropriate documents.

TIF Projects

Axiom suggests a work session or council item be scheduled to address and present TIF process and options for City of Riverside. The City's attorney and/or financial reps should be present and help lead discussion.

*Attachments: Third Street Photos of 131 E 3rd Street – Sump Pump
Captain Kirk ADA Access plans and Opinion of Costs
SUDAS Specs - Retainage*

MEASUREMENT AND PAYMENT**1.01 MEASUREMENT**

The determination of quantities of work performed under the contract will be made by the Engineer, based upon the lines and grades as shown on the plans and as given during the progress of the work or as evidenced by approved tickets for weight or liquid measure or by measurements made by the Engineer. All items will be computed in the units shown in the contract.

1.02 SCOPE OF PAYMENT

- A. The Contractor shall receive and accept the compensation provided in the contract at unit prices, if it be a unit price contract; or at the lump sum price, if it be a lump sum price contract, except as may be modified by change orders. The compensation provided for in the contract shall constitute full payment for furnishing all labor, equipment, tools, and materials and for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work; and for all risks of every description connected with the prosecution of the work until the final acceptance of the work by the Jurisdiction.
- B. Neither the payment of any progress payment nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work, except as provided in [Section 1090, 1.05 - Progress Payments](#).
- C. The contract price for any item shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "in place," unless the contract documents shall provide otherwise.

1.03 LUMP SUM BREAKDOWNS

- A. If the contract is based on a lump sum bid price, or contains one or more lump sum items for which progress payments are to be made, the Contractor shall prepare and submit a breakdown estimate covering each lump sum item to the Engineer for approval. The breakdown estimate shall show the estimated value of each kind or item of work. The sum of the lump sum items listed in the breakdown estimates shall equal the contract lump sum. Overhead and profit shall not be listed as separate items.
- B. The breakdown estimate shall be approved by the Engineer before any progress payments are prepared. An unbalanced breakdown estimate providing for overpayment to the Contractor for items of work to be performed first will not be approved but shall be revised by the Contractor and resubmitted until acceptable to the Engineer.

1.04 PAYMENT FOR CHANGE ORDERS

- A. The Contractor's claims for extra work will not be paid unless the extra work covered by such claims was authorized by a change order as specified in [Section 1040, 1.07 - Change Orders](#).
- B. Payment for extra work shall be made in one or more of the following ways as determined by the agreement between the parties to the contract prior to the starting of the work.

1.04 PAYMENT FOR CHANGE ORDERS (Continued)

1. Unit Prices: By unit prices contained in the Contractor's original proposal and incorporated in the construction contract, so far as the same may apply.
 2. Supplemental Schedule: By supplemental schedule of prices to include costs of all equipment, material, labor, supervision, management, insurance, overhead, and incidentals, said schedule to be submitted by the Contractor upon request of the Engineer and to be accepted by the Jurisdiction.
 3. Lump Sum: By an acceptable lump sum proposal from the Contractor.
- C. The percentage markup to be allowed to the Contractor for extra work performed by a subcontractor shall be in accordance with the following:
1. 10% of the first \$50,000 with a \$100 minimum.
 2. 5% of the portion over \$50,000.

1.05 PROGRESS PAYMENTS

- A. Limits:** Progress payments made under the contract, unless provided otherwise by law, shall be made according to Iowa Code Chapter 573, and shall be made on the basis of monthly estimates of labor performed and material delivered and incorporated in to the work, as determined by the Engineer. Payment may be made for materials not incorporated into the project if they can be specifically identified and cost verified by invoice. Progress payment requests shall be accompanied by the documentation required in [Section 1090, 1.07, B - Sales Tax and Use Tax](#).
- B. Retainage:** The Jurisdiction shall retain from each monthly progress payment 5% of the amount determined to be due according to the estimate of the Engineer.
- C. Quantities:** Quantities used for progress payments shall be considered as only approximate and provisional and shall be subject to recalculation, adjustment, and correction by the Engineer in subsequent partial payments and in the final payment. Inclusion of any quantities in a progress payment, or failure to disapprove the work at the time of any progress payment, shall not be construed as acceptance of the corresponding work or materials.

1.06 PAYMENT OF RETAINAGE

- A. Retained funds shall be retained by the Jurisdiction for a period of 30 calendar days after the completion and final acceptance of the improvement by the Jurisdiction. If at the end of the 30 calendar day period claims are on file as provided, the Jurisdiction shall continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file, the entire unpaid fund, shall be released and paid to the Contractor.
- B. The Jurisdiction, the Contractor, any claimant for labor or material who has filed a claim, or the surety on any bond given for the performance of the contract, may, at any time after the expiration of 30 calendar days, and not later than 60 calendar days, following the completion and final acceptance of said improvement, bring action in equity in the county where the improvement is located to adjudicate all rights to said fund, or to enforce liability on said bond, pursuant to Iowa Code Chapter 573. Upon written demand of the Contractor, served in the manner prescribed for original notices, on the person filing a claim, requiring the claimant to commence action in court to enforce the claim, an action shall be commenced within 30 calendar days, otherwise the retained and unpaid funds due the Contractor shall be released to the Contractor.

1.07 SALES AND USE TAX STATEMENT

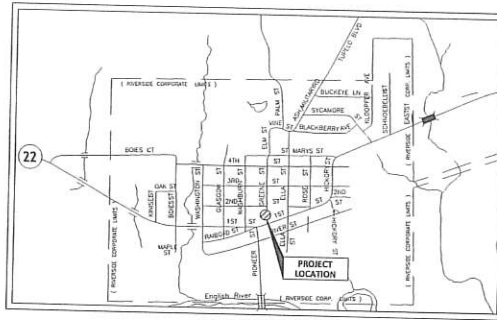
- A. At the completion of the contract and before final payment can be made thereon, the Contractor and all subcontractors shall file with the Engineer in triplicate, with original signatures on all three sets, a statement under oath on forms provided by the Iowa Department of Revenue and Finance showing the data with reference to sales, use, and service taxes required by Iowa Code Section 423.4, as amended. On projects with a total contract cost greater than \$1 million or with supplies and materials in excess of 50% of the contract price and when directed by the Engineer, the Contractor shall submit with each progress pay estimate completed sales and use tax forms from the Iowa Department of Revenue listing all supplies and materials purchased since the previous progress payment.
- B. If a Sales Tax Exemption Certificate(s) is issued by the Jurisdiction according to [Section 1020, 1.08](#), no sales, use, or service statement is required.

1.08 ACCEPTANCE AND FINAL PAYMENT

- A. Final payment will be based on the actual final total amount of the work accomplished and finally accepted by the Jurisdiction under the contract. Under no circumstances or conditions will the Contractor be paid anything for anticipated profits for the work, nor will it be paid for any work not actually included in the improvement. The Jurisdiction will not give final acceptance of the work until the Contractor has submitted all documentation required by the contract documents.
- B. The Engineer shall, after determining the work has been finally and fully completed according to the contract documents, make a final estimate of the amount of work done and the value thereof.
- C. Final acceptance of construction shall be defined as final approval of the project only in the sense that it has been constructed, cleaned up, and completed in apparent substantial compliance with the contract documents. Said final acceptance is stipulated to mean a written acceptance by the Jurisdiction.
- D. It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer and approved by the Jurisdiction, shall constitute final acceptance of the work and materials included in the contract on the date of such approval, subject to the provision any such approval, acceptance, or payment as herein provided shall not constitute an acceptance of any unauthorized or defective work, or of any improper material.

END OF SECTION

**DRAWINGS FOR PROPOSED IMPROVEMENTS OF
CAPTAIN KIRK BIRTHPLACE ADA**
GREENE STREET, RIVERSIDE, WASHINGTON COUNTY, IOWA



CITY OF RIVERSIDE, IOWA

SHEET INDEX	
C0.00	COVER SHEET
C0.01	GENERAL NOTES
C1.00	EXISTING SITE CONDITIONS & REMOVALS PLAN
C2.00	SITE PLAN
C3.00	GRADING & EROSION CONTROL PLAN
C4.00	DETAIL SHEET

DESIGN STANDARDS AND REFERENCE DRAWINGS

THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH CITY OF RIVERSIDE REQUIREMENTS AND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), LATEST ADDITION, UNLESS NOTED OTHERWISE ON THE PLANS.

THE FOLLOWING SUDAS FIGURES ARE INCLUDED BY REFERENCE:

FIGURE	TITLE
7010.101	JOINTS
7030.204	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
7030.205	GENERAL SIDEWALK AND CURB RAMP DETAILS
9040.119	SILT FENCE

APPLICANT INFORMATION

OWNER:
CITY OF RIVERSIDE, IOWA
60 GREENE STREET
RIVERSIDE, IOWA 52327
(319)-648-3501

PROJECT INFORMATION

CONTACT PERSON:
BRIAN BOELK
AXIOM CONSULTANTS, LLC
60 E. COURT STREET, UNIT 3
IOWA CITY, IOWA 52240-3833
PHONE: 319-519-6220
EMAIL: BBOELK@AXIOM-CON.COM



UTILITY CONTACTS

ALLIANT ENERGY
ALLIANT ENERGY FIELD ENGINEER
800-255-4269
LOCATE_IPL@ALLIANTENERGY.COM

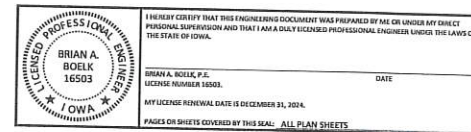
CITY OF RIVERSIDE
BECKY LAROCHE
319-648-3501
CITYCLERK@CITYOFRIVERSIDEIOWA.COM

MEDIACOM
CARL NORTON
319-594-6201
CNORTON@MEDIACOMCC.COM

PEOPLE SERVICE, INC
BILL STUKEY
319-800-3281
BSTUKEY@PEOPLESERVICE.COM

MIDAMERICAN-GAS
CARSON HEMPHILL
319-341-4461
CRHEMPHILL@MIDAMERICAN.COM

WINDSTREAM COMMUNICATIONS
LOCATE DESK
800-289-1901
LOCATE.DESK@WINDSTREAM.COM



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

BRIAN A. BOELK, P.E.
LICENSE NUMBER 16503. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024.

PAGES OR SHEETS COVERED BY THIS SEAL: ALL PLAN SHEETS

CITY APPROVAL

BY: _____ DATE: _____

AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

DRAWING LOG	DATE
DESCRIPTION OF SERVICES	
REV	

PROJECT NAME: CAPTAIN KIRK BIRTHPLACE ADA
CITY: RIVERSIDE, IA
CITY OF: RIVERSIDE

PROJECT NUMBER: 210049
DESIGNER/PROFESSOR: BOELK

SHEET NUMBER: C0.00

NOT FOR CONSTRUCTION

GENERAL NOTES:

1. THE APPROVING AUTHORITY FOR THIS PROJECT SHALL BE THE CITY OF RIVERSIDE.
2. THE TERM "ENGINEER" REFERS TO AXIOM CONSULTANTS, LLC.
3. THE TERM "CONTRACTOR" REFERS TO THE GENERAL CONTRACTOR AND ANY AND ALL SUB-CONTRACTORS WORKING ON THE PROJECT.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), INCLUDING THE APPROVING AUTHORITY'S SUPPLEMENTAL SPECIFICATIONS.
5. ALL CIVIL SITE WORK TO FOLLOW THE GUIDANCE OF SUDAS UNLESS A MORE STRINGENT REQUIREMENT IS NOTED WITHIN THESE PROJECT SPECIFICATIONS. IN THE CASE OF CONFLICT, THE MORE STRICT REQUIREMENTS SHALL GOVERN AS DETERMINED BY THE ENGINEER OF RECORD.
6. THE LOCATION OF UNDERGROUND UTILITIES INCLUDING MAINS, SERVICE LINES, STRUCTURES, AND OTHER APPURTENANCES ARE APPROXIMATE ONLY. LOCATIONS SHOWN WERE OBTAINED FROM PLANS OF RECORD AND/OR UTILITY LOCATES. THERE MAY BE ADDITIONAL UTILITIES THAT ARE NOT SHOWN ON THESE DRAWINGS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING IOWA ONECALL (811 OR www.iowaonecall.com) PRIOR TO PERFORMING ANY WORK, INCLUDING PROVIDING SUFFICIENT LEAD TIME FOR LOCATES TO BE COMPLETED PRIOR TO PERFORMING WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE LOCAL MUNICIPALITY (INCLUDING IOWA DOT AND COUNTY ROADS DEPARTMENT, IF APPLICABLE) AND/OR APPROPRIATE UTILITY COMPANIES OF THE ANTICIPATED WORK SCHEDULE. THE CONTRACTOR SHALL COORDINATE WORK SCHEDULES AS REQUIRED. A MINIMUM OF 48-HOURS NOTICE IS RECOMMENDED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, STATE, AND FEDERAL PERMITS UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS. THESE MAY INCLUDE, BUT ARE NOT LIMITED TO, DEMOLITION PERMITS AND WORK IN THE RIGHT-OF-WAY PERMITS. THE CONTRACTOR SHALL MAKE ALLOWANCES IN THE SCHEDULE FOR THE TIME REQUIRED TO OBTAIN PERMITS AND ANY ASSOCIATED NOTICE PERIODS.
10. THE CONTRACTOR SHALL LIMIT ALL WORK, STAGING, AND MATERIALS STORAGE TO THE PROJECT AREA AS IDENTIFIED WITHIN THE CONTRACT DOCUMENTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING PROPERTY MONUMENTS (PINS) WITHIN AND ADJACENT TO THE PROJECT AREA. THE ENGINEER SHALL BE MADE AWARE OF ANY PROPERTY MONUMENTS THAT AREA AT RISK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH RESETTling PROPERTY MONUMENTS REMOVED ARE DESTROYED BY CONSTRUCTION ACTIVITY, INCLUDING THE COST OF PREPARING AND RECORDING ANY NECESSARY PLATS. ALL PROPERTY MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.

SITE PREPARATION NOTES:

1. REFER TO SUDAS SECTION 2010 FOR CLEARING AND GRUBBING AND GENERAL REMOVAL REQUIREMENTS. REFER TO SUDAS SECTION 10,010 FOR STRUCTURE DEMOLITION REQUIREMENTS, IF APPLICABLE.
2. DEMOLITION AND/OR REMOVAL LIMIT LINE IS THE EXISTING PROPERTY LINE UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT PROPERTY DURING DEMOLITION AND/OR REMOVAL OPERATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT TREES AND OTHER DESIRABLE VEGETATION FROM DAMAGE AS A RESULT OF CONSTRUCTION ACTIVITY. PROTECTION INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION FENCING AROUND THE DRIP LINE OF TREES AND PROHIBITING VEHICLE TRAFFIC AND MATERIAL STORAGE WITHIN THE DRIP LINE.
4. CLEARING AND GRUBBING SHALL BE THE RESPONSIBILITY OF THE GRADING CONTRACTOR AND SHALL BE PAID ON A LUMP SUM BASIS, UNLESS NOTED OTHERWISE.
5. TRUNKS, BRANCHES, AND OTHER WOODY VEGETATION SHALL BE CHIPPED OR SHREDDED AND USED ONSITE FOR EROSION AND SEDIMENT CONTROL MATERIALS, UNLESS NOTED OTHERWISE. NO BURNING SHALL BE ALLOWED.
6. PAVEMENTS SHALL BE REMOVED A MINIMUM OF TWO FEET BEYOND EXCAVATION AND TRENCH LIMITS TO PREVENT UNDERMINING.
7. FULL DEPTH SAW CUTS SHALL BE UTILIZED WHERE ADJACENT PAVEMENT WILL REMAIN TO PREVENT DAMAGE TO THE PAVEMENTS THAT WILL REMAIN.
8. WHERE A SECTION OF PAVEMENT, CURB AND GUTTER, AND/OR SIDEWALK IS DAMAGED BY CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL REMOVE AND REPLACE THE ENTIRE AFFECTED SECTION AT NO ADDITIONAL COST.

EROSION AND SEDIMENT CONTROL NOTES:

1. REFER TO SUDAS SECTION 9040 FOR EROSION AND SEDIMENT CONTROL REQUIREMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING THE APPROPRIATE BEST MANAGEMENT PRACTICES (BMP) IN ACCORDANCE WITH THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
3. SEDIMENT BARRIERS SUCH AS SILT FENCE AND SEDIMENT SOCKS SHALL BE CLEANED WHEN THE DEPTH OF ACCUMULATED SEDIMENT DEPTH MEETS OR EXCEEDS FIFTY PERCENT OF THE HEIGHT OF THE BARRIER.
4. TEMPORARY SEED OR OTHER APPROPRIATE MEASURE SHALL BE APPLIED TO DISTURBED AREAS THAT REMAIN INACTIVE FOR MORE THAN FOURTEEN DAYS.
5. ALL DISTURBED AREAS SHALL BE STABILIZED WITH MEASURES APPROPRIATE FOR THE FINAL USE OF THE AREA. WHEN POSSIBLE, THE CONTRACTOR SHALL PHASE THE PROJECT WORK TO MINIMIZE THE AMOUNT OF AREA DISTURBED AT A GIVEN TIME. REFER TO THE EROSION AND SEDIMENT CONTROL NOTES FOR ADDITIONAL REQUIREMENTS.
6. THE GENERAL SEQUENCE OF EROSION AND SEDIMENT CONTROL EVENTS IS:
 - A. INSTALL PERIMETER MEASURES AND INLET PROTECTION DEVICES
 - B. CONSTRUCT CONSTRUCTION ENTRANCE / TRACKING PAD
 - C. STRIP AND STOCKPILE TOPSOIL
 - D. PERFORM SITE GRADING OPERATIONS
 - E. STABILIZE PAVED AREAS WITH GRANULAR SUBBASE
 - F. STABILIZE AREAS OUTSIDE OF BUILDING FOOTPRINT AND PAVEMENT AT EARLIEST OPPORTUNITY. IF WORK WILL CONTINUE IN AN AREA AT A LATER DATE, PROVIDE TEMPORARY STABILIZATION IN THE FORM OF TEMPORARY SEEDING OR OTHER SURFACE TREATMENT.
 - G. REMOVE ALL TEMPORARY MEASURES UPON FINAL STABILIZATION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF ALL BMPs. THE COST SHALL BE INCIDENTAL TO INSTALLING AND MAINTAINING THE BMPs.

SITE GRADING NOTES:

1. THE APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING GRADING OPERATIONS.
2. THE CONTRACTOR SHALL COMPLY WITH SUDAS SECTION 2010 FOR GRADING AND EARTHWORK OPERATIONS.
3. GENERAL COMPACTION REQUIREMENTS ARE INDICATED BELOW AND RELATIVE COMPACTION IS BASED UPON THE MATERIALS STANDARD PROCTOR DRY DENSITY (ASTM D698). THE CONTRACTOR SHALL PROVIDE MATERIAL SAMPLES TO THE TESTING AGENCY AS REQUIRED TO ESTABLISH THE MATERIAL PROPERTIES.

LOCATION OF FILL MATERIALS	RELATIVE COMPACTION	MOISTURE VARIANCE FROM OPTIMUM
LESS THAN 12" BELOW FLOOR SLABS AND FOUNDATIONS *	98%	-3% to +3% SANDS -1% to +3% CLAYEY SOILS
MORE THAN 12" BELOW FLOOR SLABS AND FOUNDATIONS *	95%	-3% to +3% SANDS -1% to +3% CLAYEY SOILS
BELOW EXTERIOR PAVEMENTS	95%	-3% to +3% SANDS -1% to +3% CLAYEY SOILS
BELOW LANDSCAPED SURFACES * MEASURED FROM TOP OF SUBGRADE	90%	-5% to + 5% ALL SOILS

SURFACE RESTORATION NOTES:

1. REFER TO SUDAS SECTION 2010 FOR FINISH GRADING AND TOPSOIL PLACEMENT REQUIREMENTS.
2. REFER TO SUDAS SECTION 9010 AND SECTION 9020 FOR SEEDING AND SOD REQUIREMENTS.
3. TOPSOIL SHALL BE PLACED IN ALL DISTURBED AREAS THAT WILL NOT BE PAVED OR OTHERWISE BUILT UPON. A MINIMUM TOPSOIL THICKNESS OF 4 INCHES SHALL BE RE-SPREAD.
4. ALL AREAS RECEIVING PERMANENT STABILIZATION SHALL BE SEEDED WITH SUDAS **TYPE 1 URBAN SEED MIXTURE**
5. ALL AREAS RECEIVING TEMPORARY STABILIZATION IN THE FORM OF TEMPORARY SEED SHALL BE SEEDED WITH SUDAS **TYPE 4 URBAN TEMPORARY EROSIONS CONTROL MIXTURE**.
6. NO SEEDING OPERATIONS SHALL OUTSIDE OF THE SPECIFIED DATES WITHOUT PRIOR AUTHORIZATION OF THE ENGINEER

PAVEMENT NOTES:

1. ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
2. SUBGRADE PREPARATION REQUIREMENTS
 - A. SHAPE AND CONSOLIDATE SUBGRADE IN PREPARATION FOR THE PLACEMENT OF PAVEMENT. PROVIDE UNIFORM COMPOSITION OF AT LEAST 12" BELOW TOP OF SUBGRADE UNDER NEW PAVING OR SUBBASE, PLUS 2" ON EACH SIDE.
 - B. SUBGRADE CONSTRUCTION TO OCCUR AS FOLLOWS TO CHECK FOR DENSITY:
 - 1a. IF SUBGRADE IS NATIVE, IT SHALL BE SCARIFIED TO 6" DEPTH AND COMPACTED TO 98% STD PRIOR TO PLACEMENT OF SUBBASE.
 - 2a. IF SUBGRADE IS FILL MATERIAL, FILL MATERIAL SHALL BE PLACED IN LIFTS OF 95% STD (98% STD FOR TOP LIFT) PRIOR TO PLACEMENT OF SUBBASE.
 - C. AFTER COMPACTION REQUIREMENTS ARE MET, SUBGRADE SHALL BE SUBJECTED TO A PROOFROLL PER SUDAS 2010 - 3.06 TO CHECK FOR STABILITY. REMOVE AND REPLACE UNSUITABLE AREAS WITH SUITABLE COMPACTED MATERIAL.
 - D. AFTER DENSITY AND STABILITY ARE APPROVED, PLACE SUBBASE AND COMPACT TO 98% STD PROCTOR. BACKSCATTER TEST TYPE MAY BE REQUIRED.
3. GRANULAR SUBBASE FOR PAVEMENTS SHALL BE GRADATION NO. 14 (MODIFIED SUBBASE) PER IOWA DOT STANDARD SPECIFICATION FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4123.
4. MATERIALS AND CONSTRUCTION FOR PORTLAND CEMENT CONCRETE (PCC) PAVEMENTS SHALL MEET THE REQUIREMENTS OF SUDAS 7010.
5. MINIMUM 28-DAY COMPRESSIVE STRENGTH FOR CONCRETE USED FOR PAVEMENTS SHALL BE 4000 PSI. CONCRETE SHALL BE C-3 OR C-4 WITH TYPE 1 CEMENT. AIR CONTENT SHALL BE 5.5%-8.5% FOR NON-SLIP FORM AND 6%-10% FOR SLIP-FORM PAVING. AIR ENTRAINMENT ADMIXTURES AND WATER REDUCING ADMIXTURES SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4103.
6. JOINT SEALER SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4136 FOR HOT POURED JOINT SEALER.
7. CURING COMPOUND (WHITE, DARK OR CLEAR) SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR SECTION 4105.
8. PAVEMENT TIE BARS AND DOWEL BARS SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4151. EPOXY COATING, WHEN SPECIFIED, SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4151.03B.
9. ONE INCH PREFORMED FOAM EXPANSION JOINT MATERIAL SONOFLEX "F" BY SONOBORN OR APPROVED EQUAL SHALL BE PLACED BETWEEN NEW PAVEMENT CONSTRUCTION AND THE FACES OF BUILDINGS, STOOPS, EXISTING SLABS, AND OTHER FIXTURES, UNLESS NOTED ON THE DRAWINGS. JOINTS AT THESE LOCATIONS SHALL BE SEALED WITH A SELF-LEVELING POLYURETHANE SUCH AS SONOLASTIC SL-1 OR APPROVED EQUAL.



DATE	DESCRIPTION OF CHANGES

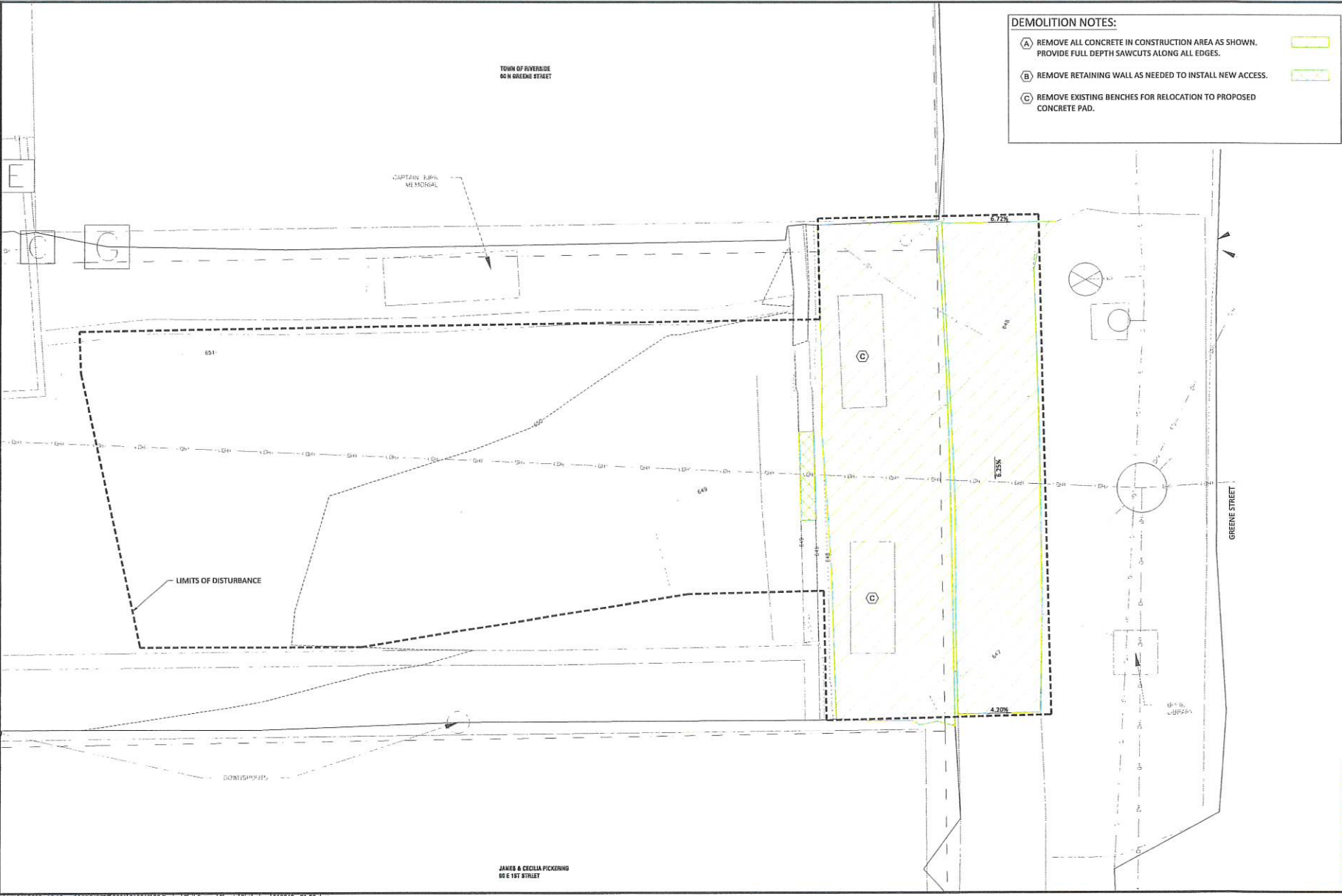
PROJECT NAME:
CAPTAIN KIRK BIRTHPLACE ADA
RIVERSIDE, IA
CLIENT NAME:
CITY OF RIVERSIDE

DESIGNER:
BOELK
PROJECT NO. 210049

NOT FOR CONSTRUCTION
GENERAL NOTES
C0.01

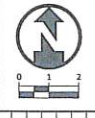
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DEMOLITION NOTES:

- (A) REMOVE ALL CONCRETE IN CONSTRUCTION AREA AS SHOWN. PROVIDE FULL DEPTH SAWCUTS ALONG ALL EDGES.
- (B) REMOVE RETAINING WALL AS NEEDED TO INSTALL NEW ACCESS.
- (C) REMOVE EXISTING BENCHES FOR RELOCATION TO PROPOSED CONCRETE PAD.



REV	DATE	DESCRIPTION OF CHANGES

PROJECT NAME:
CAPTAIN KIRK BIRTHPLACE ADA

CLIENT NAME:
RIVERSIDE, IA
CITY OF RIVERSIDE

PROJECT TITLE:
EXISTING SITE CONDITIONS & REMOVALS PLAN

DESIGN PROFESSIONAL:
BOELK

PROJECT NO.:
2110049

SHEET NO.:
C1.00

NOT FOR CONSTRUCTION

JAMES & ECILLA PICKERING
 60 E 1ST STREET

TOWN OF RIVERSIDE
65 N GREENE STREET

CAPTAIN KIRK
MEMORIAL

LEGEND

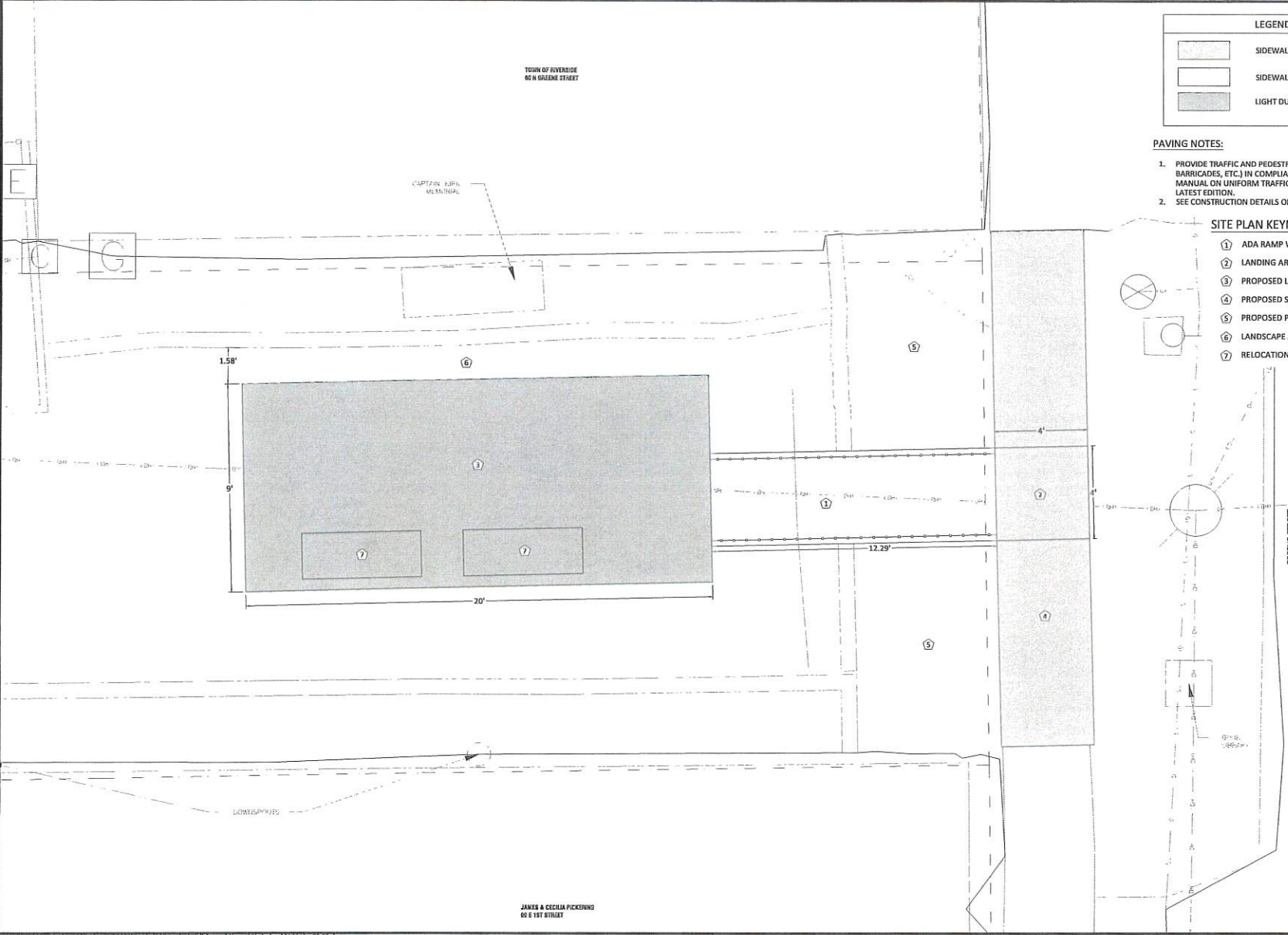
	SIDEWALK PCC PAVEMENT
	SIDEWALK RAMP PCC PAVEMENT
	LIGHT DUTY PCC PAVEMENT

PAVING NOTES:

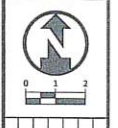
1. PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, ETC.) IN COMPLIANCE WITH PART V1 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.
2. SEE CONSTRUCTION DETAILS ON C4.00 FOR MORE INFORMATION.

SITE PLAN KEYNOTES:

- ① ADA RAMP WITH HANDRAILS
- ② LANDING AREA
- ③ PROPOSED LIGHT DUTY PAVEMENT
- ④ PROPOSED SIDEWALK PAVEMENT
- ⑤ PROPOSED PLANTING AREA
- ⑥ LANDSCAPE AREA/WALL TO MAKE UP GRADE
- ⑦ RELOCATION OF EXISTING BENCHES



JAMES & CECILIA PICKERING
00 E 1ST STREET



DRAWING LOG	DATE
DISCUSSION OF CHANGES	
REV	

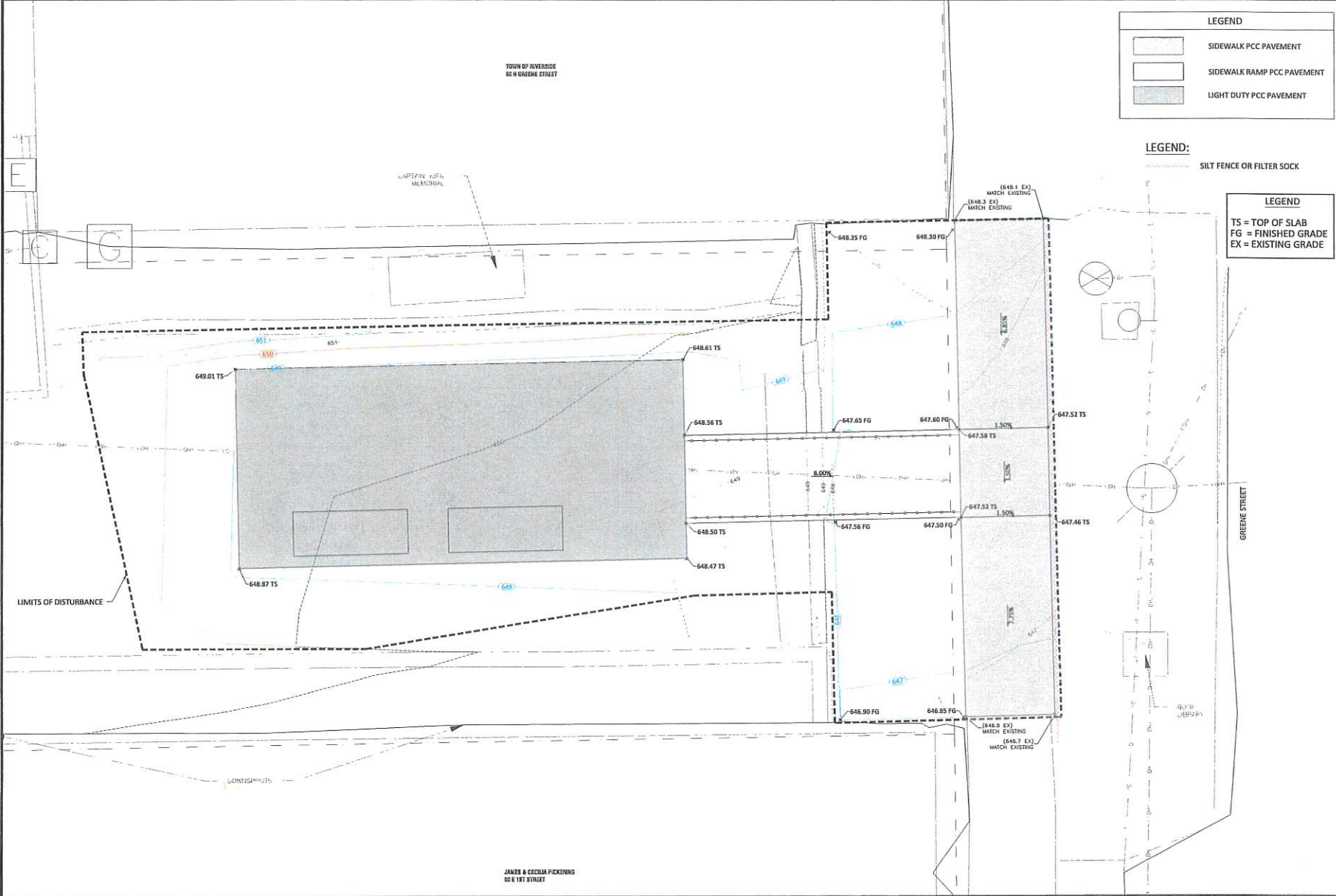
PROJECT NAME: CAPTAIN KIRK BIRTHPLACE ADA
 RIVERSIDE, IA
 CLIENT NAME: CITY OF RIVERSIDE

DESIGNER: BOELK
 PROJECT NO: 210049
 SHEET NUMBER: C2.00

NOT FOR CONSTRUCTION

(22)

(23)



LEGEND

- SIDEWALK PCC PAVEMENT
- SIDEWALK RAMP PCC PAVEMENT
- LIGHT DUTY PCC PAVEMENT

LEGEND:

- SILT FENCE OR FILTER SOCK

LEGEND

- TS = TOP OF SLAB
- FG = FINISHED GRADE
- EX = EXISTING GRADE

JAMES & CECILIA PICKERING
30 E 181 STREET

Mar 01, 2023 - 10:12am 2:\PROJECTS\2021\110049\05 Design\Civil\Survey\Sheets\Birthplace\110049 - C3.00.dwg

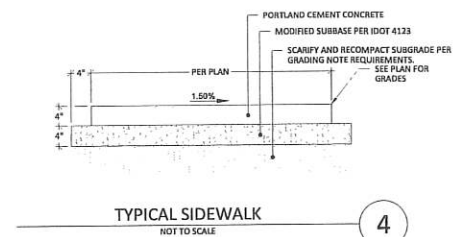
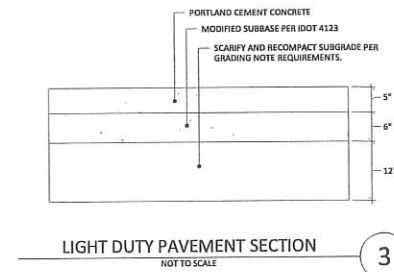
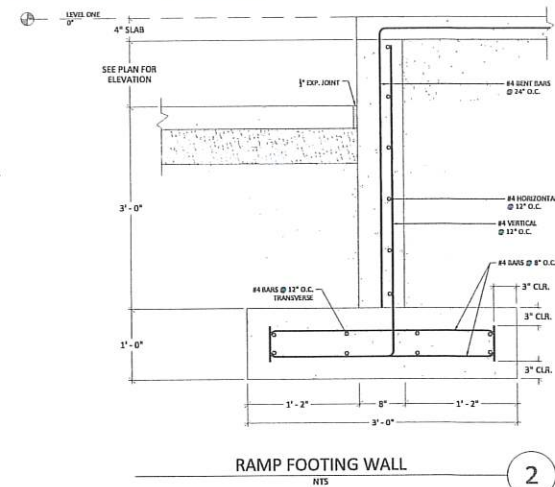
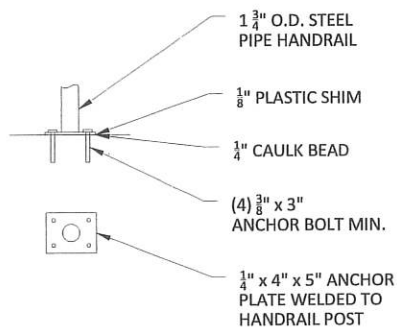
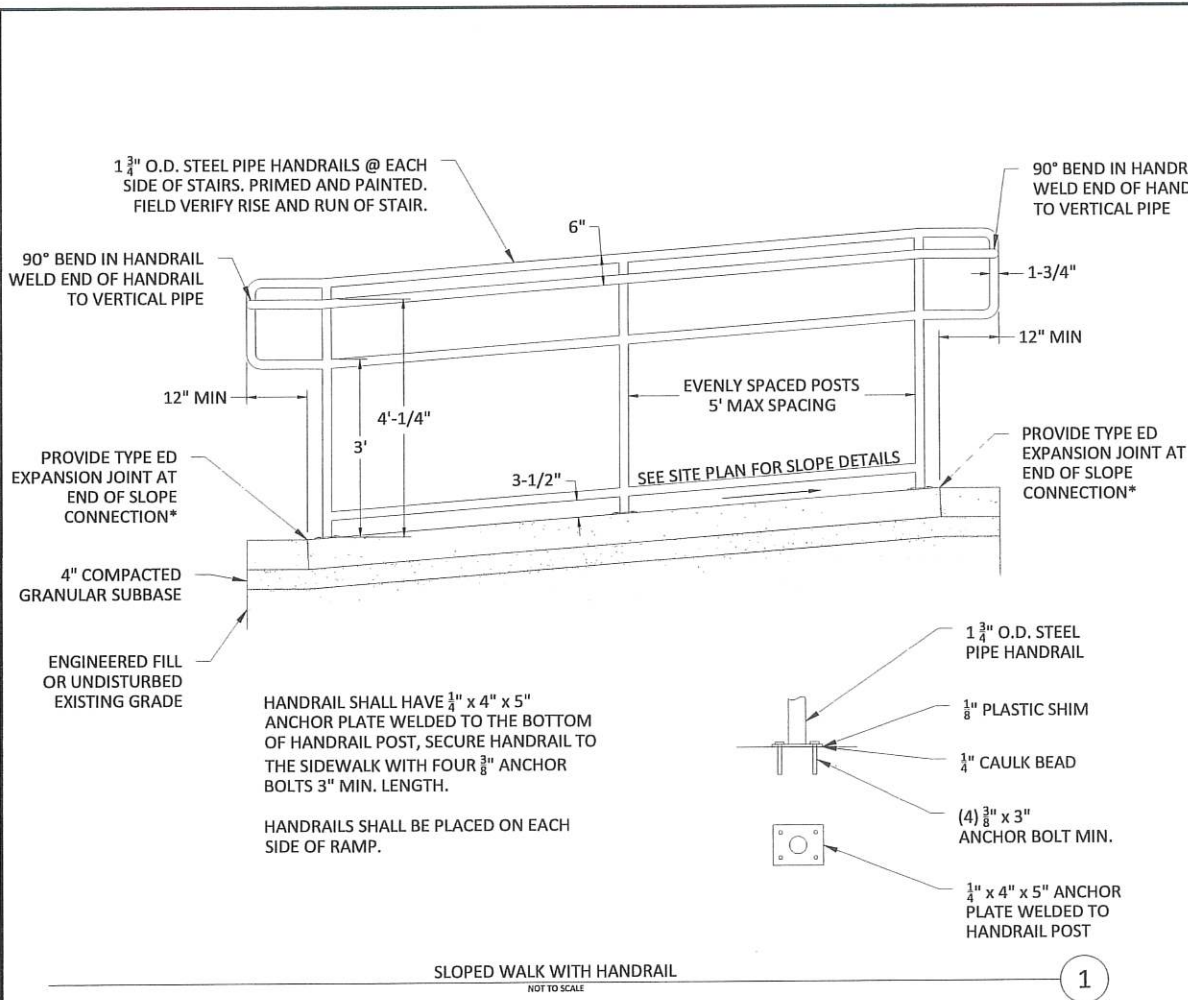
AXIOM CONSULTANTS
WWW.AXIOM.COM | (339) 519-6220

NOT FOR CONSTRUCTION

REV	DATE	DRAWING LOG DESCRIPTION OF CHANGES

PROJECT NAME: CAPTAIN KIRK BIRTHPLACE ADA	PROJECT NO.: 2110049
LOCATION: RIVERSIDE, IA	DRAWN BY: BOELK
CITY: CITY OF RIVERSIDE	DATE:

C3.00



		DRAWING LOG	
		DATE	DESCRIPTION OF CHANGES
REV			
PROJECT NAME: CAPTAIN KIRK BIRTHPLACE ADA		RIVERSIDE, IA	
SHEET NAME: DETAIL SHEET		CITY OF RIVERSIDE	
PROJECT NO.:		DESIGN PROFESSIONAL:	
210049		BOELK	
SHEET NUMBER:		C4.00	

ENGINEER:

AXIOM CONSULTANTS, INC.
60 E. Court Street
Iowa City, IA 52240
Project No.: 21-0049

Wednesday, March 1, 2023
Based on Preliminary Plans
Opinion of Costs

CAPTAIN KIRK BIRTHPLACE PRELIMINARY OPINION OF COST					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	ENGINEER'S ESTIMATE
1	GRADING AND PREP	LS	1.0	\$3,000.00	\$3,000
2	REMOVAL OF PAVEMENT	SY	24.0	\$45.00	\$1,080
3	REMOVE AND REINSTALL BENCH	EA	2.0	\$750.00	\$1,500
4	REMOVE AND SALVAGE EXISTING RETAINING WALL	LS	1.0	\$3,000.00	\$3,000
5	SIDEWALK, PCC, 6 IN	SY	30.0	\$85.00	\$2,550
6	SEEDING AND RESTORATION	LS	1.0	\$1,000.00	\$1,000
7	SAFETY RAIL	LF	25.0	\$100.00	\$2,500
8	MOBILIZATION	LS	1.0	\$5,000.00	\$5,000
				Subtotal	\$19,630.00
				10% Contingency	\$1,963.00
				Total	\$21,593.00







2023 JD GATOR XUV835M

VENDOR	LOCATION	V BLADE	TRADE IN	TOTAL
City Tractor Co	North Liberty	\$ 5,600.00	\$ 10,200.00	\$ 27,346.91
Sinclair Tractor	Kalona	\$ 5,000.00	\$ 10,500.00	\$ 27,250.00
Pyramid Services	Iowa City	\$ 6,000.00	\$ 3,500.00	\$ 30,986.64

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

City Tractor Co., Inc.
645 Penn Court
North Liberty, IA 52317
319-665-6500
office@citytractor.com

Quote Summary

Prepared For:

CITY OF RIVERSIDE
3126 HIGHWAY 22
RIVERSIDE, IA 52327
Business: 319-648-2094

Delivering Dealer:

City Tractor Co., Inc.
Andrew Buck
645 Penn Court
North Liberty, IA 52317
Phone: 319-665-6500
sales2@citytractor.com

Quote ID: 28167269
Created On: 03 February 2023
Last Modified On: 28 February 2023
Expiration Date: 28 February 2023

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2023) Contract: IA NASPO MA22136 (PG AN CG 22) Price Effective Date: February 2, 2023	\$ 31,946.91 X	1 =	\$ 31,946.91

WESTERN 6' V Blade Contract: IA NASPO MA22136 (PG AN CG 22) Price Effective Date:	\$ 5,600.00 X	1 =	\$ 5,600.00
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Equipment Total \$ 37,546.91

Trade In Summary

	Qty	Each	Extended
2010 JOHN DEERE 1445 31HP DIESEL FRONT MOWER PayOff	1	\$ 10,200.00	\$ 10,200.00
Total Trade Allowance			\$ 0.00

Trade In Total \$ 10,200.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 37,546.91

Trade In \$ (10,200.00)

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
 - Signature on all LOIs and POs with a signature line
 - Contract name or number; or JD Quote ID
 - Sold to street address (no PO box)
 - Ship to street address (no PO box)
 - Bill to contact name and phone number
 - Bill to address
 - Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
 - Membership number if required by the contract

For any questions, please contact:

Andrew Buck

City Tractor Co., Inc.
645 Penn Court
North Liberty, IA 52317

Tel: 319-665-6500

Fax: 319-665-6504

Email: sales2@citytractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Selling Equipment

Quote Id: 28167269

Customer Name: CITY OF RIVERSIDE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

City Tractor Co., Inc.
645 Penn Court
North Liberty, IA 52317
319-665-6500
office@citytractor.com

Dealer Attachments/Non-Contract/Open Market							
BM26477	Rear View Mirror	1	\$ 239.69	14.00	\$ 33.56	\$ 206.13	\$ 206.13
BUC10310	Side Mirrors (open station & cab doors)	1	\$ 224.70	14.00	\$ 31.46	\$ 193.24	\$ 193.24
BUC10550	Roof Headliner	1	\$ 194.74	14.00	\$ 27.26	\$ 167.48	\$ 167.48
BM26390	Windshield Washer Kit	1	\$ 170.13	14.00	\$ 23.82	\$ 146.31	\$ 146.31
BUC10726	Speaker Kit, Base Radio	1	\$ 477.21	14.00	\$ 66.81	\$ 410.40	\$ 410.40
LP66153	MOLLE Fire Extinguisher Pouch - Black	1	\$ 49.75	14.00	\$ 6.97	\$ 42.78	\$ 42.78
BM26391	Horn Kit	1	\$ 39.59	14.00	\$ 5.54	\$ 34.05	\$ 34.05
BUC10608	Front Turn Signal Light Kit	1	\$ 104.86	14.00	\$ 14.68	\$ 90.18	\$ 90.18
BM26216	LED Work Lights (2 Lights)	1	\$ 453.69	14.00	\$ 63.52	\$ 390.17	\$ 390.17
BM26185	Beacon Light	1	\$ 316.71	14.00	\$ 44.34	\$ 272.37	\$ 272.37
BUC10604	Hydraulic Blade and Winch Harness Kit	1	\$ 88.81	14.00	\$ 12.43	\$ 76.38	\$ 76.38
BUC10809	Front Attachment Harness	1	\$ 206.51	14.00	\$ 28.91	\$ 177.60	\$ 177.60
BM26739	Rear Cab Attachment Harness	1	\$ 88.81	14.00	\$ 12.43	\$ 76.38	\$ 76.38
BM26268	Front Attachment Harness (dash port)	1	\$ 164.79	14.00	\$ 23.07	\$ 141.72	\$ 141.72
BUC10804	Backup Alarm	1	\$ 131.61	14.00	\$ 18.43	\$ 113.18	\$ 113.18
LP69909	Salt Spreader 835/865	1	\$ 1,799.99	14.00	\$ 252.00	\$ 1,547.99	\$ 1,547.99
LP69908	Spreader Hitch and Display	1	\$ 999.99	14.00	\$ 140.00	\$ 859.99	\$ 859.99
Dealer Attachments Total			\$ 5,751.58		\$ 805.23	\$ 4,946.35	\$ 4,946.35
Value Added Services			\$ 0.00			\$ 0.00	\$ 0.00
Total							
Total Selling Price			\$ 37,147.58		\$ 5,200.67	\$ 31,946.91	\$ 31,946.91

WESTERN 6' V Blade

Equipment Notes:

Hours: 0

Stock Number:

Contract: IA NASPO MA22136 (PG AN CG 22)

Price Effective Date:

Selling Price *

\$ 5,600.00

* Price per item - includes Fees and Non-contract items

Selling Equipment

Quote Id: 28167269

Customer Name: CITY OF RIVERSIDE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

City Tractor Co., Inc.
645 Penn Court
North Liberty, IA 52317
319-665-6500
office@citytractor.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
V Blad e - Allied - Complete 6 Foot; V AL LIED	Blade with all controls and install	1	\$ 5,600.00	0.00	\$ 0.00	\$ 5,600.00	\$ 5,600.00
Total Selling Price			\$ 5,600.00		\$ 0.00	\$ 5,600.00	\$ 5,600.00

Selling Equipment

Quote Id: 28167269 Customer Name: CITY OF RIVERSIDE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

City Tractor Co., Inc.
 645 Penn Court
 North Liberty, IA 52317
 319-665-6500
 office@citytractor.com

JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2023)

Hours:

Stock Number:

Contract: IA NASPO MA22136 (PG AN CG 22)

Price Effective Date: February 2, 2023

Selling Price *
 \$ 31,946.91

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57KAM	GATOR™ XUV835M HVAC (Model Year 2023)	1	\$ 29,249.00	14.00	\$ 4,094.86	\$ 25,154.14	\$ 25,154.14
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
182A	Less AutoTrac™/ GreenStar™ Harness	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1062	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 638.00	14.00	\$ 89.32	\$ 548.68	\$ 548.68
1950	Less Application	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	Split Bench Seat - Black Vinyl	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 1,073.00	14.00	\$ 150.22	\$ 922.78	\$ 922.78
4022	Full Door with Side Mirrors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4062	HVAC Cab	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5006	Front Brush Guard	1	\$ 436.00	14.00	\$ 61.04	\$ 374.96	\$ 374.96
6349	Less Winch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,147.00		\$ 300.58	\$ 1,846.42	\$ 1,846.42
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

City Tractor Co., Inc.
645 Penn Court
North Liberty, IA 52317
319-665-6500
office@citytractor.com

SubTotal	\$ 27,346.91
Est. Service Agreement Tax	\$ 0.00
Total	\$ 27,346.91
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 27,346.91

Quote Summary

Prepared For:
 CITY OF RIVERSIDE
 60 GREENE ST
 Po Box 188
 RIVERSIDE, IA 52327
 Business: 509-826-4670

Prepared By:
 Bradley Lampe
 Sinclair Tractor
 1409 E Avenue
 Kalona, IA 52247
 Phone: 319-656-2291
 Mobile: 319-330-5710
 brad@sinclairtractor.com

Quote Id: 28022202
Created On: 06 January 2023
Last Modified On: 01 March 2023
Expiration Date: 13 January 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2023)	\$ 32,750.00 X	1 =	\$ 32,750.00

2022 WESTERN HD;Fits XUV835/865;Joystick;Deflector;Shoe Assy Kit - 22072020065174360	\$ 5,000.00 X	1 =	\$ 5,000.00
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Equipment Total \$ 37,750.00

Trade In Summary	Qty	Each	Extended
2010 JOHN DEERE 1445 - TC1445D100673 PayOff	1	\$ 10,500.00	\$ 10,500.00
Total Trade Allowance			\$ 0.00
			\$ 10,500.00

Trade In Total \$ 10,500.00

Quote Summary	
Equipment Total	\$ 37,750.00
Trade In	\$ (10,500.00)
SubTotal	\$ 27,250.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 27,250.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 27,250.00

Quote Id: 28022202

Customer: CITY OF RIVERSIDE

JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2023)

Hours:

Stock Number:

				Selling Price
				\$ 32,750.00
Code	Description	Qty	Unit	Extended
57KAM	GATOR™ XUV835M HVAC (Model Year 2023)	1	\$ 29,249.00	\$ 29,249.00
Standard Options - Per Unit				
001A	US/Canada	1	\$ 0.00	\$ 0.00
182A	Less AutoTrac™/GreenStar™ Harness	1	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	\$ 0.00
1062	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 638.00	\$ 638.00
1950	Less Application	1	\$ 0.00	\$ 0.00
2031	Split Bench Seat - Black Vinyl	1	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 1,073.00	\$ 1,073.00
4022	Full Door with Side Mirrors	1	\$ 0.00	\$ 0.00
4062	HVAC Cab	1	\$ 0.00	\$ 0.00
5006	Front Brush Guard	1	\$ 436.00	\$ 436.00
6349	Less Winch	1	\$ 0.00	\$ 0.00
	Standard Options Total			\$ 2,147.00
Technology Options				
1880	Less Receiver	1	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	\$ 0.00
	Technology Options Total			\$ 0.00
Dealer Attachments				
BUC10550	Roof Headliner	1	\$ 194.74	\$ 194.74
BM26477	Rear View Mirror	1	\$ 239.69	\$ 239.69
BUC10310	Side Mirrors (open station & cab doors)	1	\$ 224.70	\$ 224.70
BUC10726	Speaker Kit, Base Radio	1	\$ 477.21	\$ 477.21
LP69909	Salt Spreader 835/865	1	\$ 1,799.99	\$ 1,799.99
LP69908	Spreader Hitch and Display	1	\$ 999.99	\$ 999.99
BM26216	LED Work Lights (2 Lights)	1	\$ 453.69	\$ 453.69
BUC10604	Hydraulic Blade and Winch Harness Kit	1	\$ 88.81	\$ 88.81
BUC10809	Front Attachment Harness	1	\$ 206.51	\$ 206.51
BM26739	Rear Cab Attachment Harness	1	\$ 88.81	\$ 88.81

UTILITY EQUIPMENT

Quote Id: 28022202 Customer: CITY OF RIVERSIDE

BM26391	Horn Kit	1	\$ 39.59	\$ 39.59
BUC10608	Front Turn Signal Light Kit	1	\$ 104.86	\$ 104.86
BUC10804	Backup Alarm	1	\$ 131.61	\$ 131.61
SWJHD1635BT	Radio Kit - STEREO WITH MICROPHONE INCLUDED	1	\$ 379.54	\$ 379.54
Dealer Attachments Total				\$ 5,594.53
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 950.00	\$ 950.00
	Setup	1	\$ 1,000.00	\$ 1,000.00
Other Charges Total				\$ 1,950.00
Suggested Price				\$ 38,940.53
Customer Discounts				
Customer Discounts Total			\$ -6,190.53	\$ -6,190.53
Total Selling Price				\$ 32,750.00

2022 WESTERN HD;Fits XUV835/865;Joystick;Deflector;Shoe Assy Kit - 22072020065174360

Hours: 0
Stock Number: 135225

Code	Description	Qty	Unit	Selling Price Extended
---	2022 WESTERN HD;Fits XUV835/865; Joystick;Deflector;Shoe Assy Kit	1	\$ 6,066.50	\$ 6,066.50
Standard Options - Per Unit				
32900	Joystick Control w/Ram Mount	1	\$ 0.00	\$ 0.00
35165	Mount Kit JD XUV835/865 (Harness Integration)	1	\$ 0.00	\$ 0.00
52655	Deflector Kit (Rubber), UTV V-Plow	1	\$ 0.00	\$ 0.00
52656	Shoe Assy Kit, UTV V-Plow	1	\$ 0.00	\$ 0.00
74360	HD Blade Assy- 6' IMPACT UTV V- Plow	1	\$ 0.00	\$ 0.00
87545	HD Attachment Kit- UTV V-Plow	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Other Charges				
	Setup	1	\$ 500.00	\$ 500.00
Other Charges Total				\$ 500.00
Suggested Price				\$ 6,566.50
Customer Discounts				
Customer Discounts Total			\$ -1,566.50	\$ -1,566.50

GENUINE EQUIPMENT

Quote Id: 28022202

Customer: CITY OF RIVERSIDE

Total Selling Price

\$ 5,000.00



JOHN DEERE

JOHN DEERE



Quote Summary

Quote Id: 28207252

Prepared For:
CITY OF RIVERSIDE
CITY HALL
RIVERSIDE, IA 52327
Business: 319-648-3501

Prepared By:

Jason Loughran

Pyramid Services, Inc.
390 Highland Avenue
Iowa City, IA 52240
Phone: 319-337-2133
jason@pyramid-services.com

Quote Id: 28207252

Created On: 10 February 2023

Last Modified On: 10 February 2023

Expiration Date: 17 February 2023

Equipment Summary

JOHN DEERE GATOR™ XUV865M
HVAC (Model Year 2023)

Selling Price	Qty	Extended
\$ 28,486.64 X	1	\$ 28,486.64

WESTERN 1.82m (72 in.) Hydraulic
V-Blade

\$ 6,000.00 X	1	\$ 6,000.00
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Equipment Total

\$ 34,486.64

Trade In Summary

2010 JOHN DEERE F1145 FRONT
MOWER-4WD
PayOff
Total Trade Allowance

Qty	Each	Extended
1	\$ 3,500.00	\$ 3,500.00
		\$ 0.00
		\$ 3,500.00

Trade In Total

\$ 3,500.00

Quote Summary

Equipment Total \$ 34,486.64

Trade In \$ (3,500.00)

SubTotal \$ 30,986.64

Est. Service Agreement Tax \$ 0.00

Total \$ 30,986.64

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 30,986.64

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 28207252

Customer: CITY OF RIVERSIDE

Accepted By:

Accepted Date:

JOHN DEERE GATOR™ XUV865M HVAC (Model Year 2023)

Hours: 312-333-3333

Stock Number: 58507252

Code	Description	Qty	Unit	Selling Price	Extended
				\$ 28,486.64	
576WM	GATOR™ XUV865M HVAC (Model Year 2023)	1	\$ 30,949.00		\$ 30,949.00
Standard Options - Per Unit					
001A	US/Canada	1	\$ 0.00		\$ 0.00
182A	Less AutoTrac™/GreenStar™ Harness	1	\$ 0.00		\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00		\$ 0.00
0508	PR - Cab	1	\$ -308.00		\$ -308.00
1008	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 460.00		\$ 460.00
1950	Less Application	1	\$ 0.00		\$ 0.00
2031	Split Bench Seat - Black Vinyl	1	\$ 0.00		\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00		\$ 0.00
2500	Green and Yellow	1	\$ 0.00		\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00		\$ 0.00
3101	Cargo Box Power Lift	1	\$ 1,073.00		\$ 1,073.00
4022	Full Door with Side Mirrors	1	\$ 0.00		\$ 0.00
4062	HVAC Cab	1	\$ 0.00		\$ 0.00
5010	Less Protection Package	1	\$ 0.00		\$ 0.00
6349	Less Winch	1	\$ 0.00		\$ 0.00
	Standard Options Total				\$ 1,225.00
Technology Options					
1880	Less Receiver	1	\$ 0.00		\$ 0.00
1900	Less Display	1	\$ 0.00		\$ 0.00
	Technology Options Total				\$ 0.00
	Value Added Services Total				\$ 0.00
Other Charges					
	Freight	1	\$ 950.00		\$ 950.00
	Other Charges Total				\$ 950.00
	Suggested Price				\$ 33,124.00
Customer Discounts					
	Customer Discounts Total		\$ -4,637.36		\$ -4,637.36
	Total Selling Price				\$ 28,486.64

Accepted By: _____



JOHN DEERE

Selling Equipment

JOHN DEERE



Quote Id: 28207252

Customer: CITY OF RIVERSIDE

Customer: CITY OF RIVERSIDE

Quote Id: 28207252

WESTERN 1.82m (72 in) Hydraulic V-Blade			
Hours:	0		
Stock Number:			
			Machine Details
			Selling Price
			\$ 6,000.00
			Extended
			\$ 5,489.00
Code	Description	Qty	Unit
801DM	WESTERN 6' V BLADE	1	
Dealer Attachments			
BM26268	HARNESS	1	\$ 160.50
Dealer Attachments Total			\$ 160.50
Other Charges			
	Freight	1	\$ 300.00
	Setup	1	\$ 350.00
Other Charges Total			\$ 650.00
Suggested Price			\$ 6,299.50
Customer Discounts			
Customer Discounts Total			\$ -299.50
Total Selling Price			\$ 6,000.00



JOHN DEERE

Trade In

Quote Id: 28207252

Customer: CITY OF RIVERSIDE

2010 JOHN DEERE F1145 FRONT MOWER-4WD	
SN#	
Machine Details	
00.000.00	
Description	Net Trade Value
2010 JOHN DEERE F1145 FRONT MOWER-4WD	\$ 3,500.00
SN#	
Your Trade In Description	
F1145 WITH WITH 72" DECK	
Additional Options	
Hour Meter Reading	700
Total	
	\$ 3,500.00

RESOLUTION #2023-xx

RESOLUTION TO AWARD SEWER MAINTENANCE CONTRACT

Whereas, the City of Riverside City Council recognizes the need for annual sewer cleaning maintenance and CCTV Inspections,

Whereas, PeopleService, Inc will plan, schedule, and supervise sewer line maintenance,

Therefore, be it resolved the City of Riverside City Council does hereby approve CIT Sewer Solutions of Mc Callsburg, IA for a six-year contract of sewer line maintenance according to the attached guaranteed fees.

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 March, 2023.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

RESOLUTION #2023-xx

RESOLUTION TO APPROVE FLUIDYNE SYSTEM SERVICE

Whereas, the City of Riverside City Council recognizes the need maintain the Fluidyne ISAM System at the Wastewater Treatment Plant,

Whereas, PeopleService, Inc will schedule and supervise system inspection,

Therefore, be it resolved the City of Riverside City Council does hereby approve the inspection proposal #FLC 020123 from Fluidyne Corporation of Cedar Falls, IA in the amount of \$1,150.

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 March, 2023.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk



Iowa City Area Association of REALTORS® - Listing Status Change/Correction Form

Property Address 2 Commercial Dr, Riverside MLS # 202200988

Listing Office LKR Listing Agent Jeff Edberg / Carmen Krueger Price \$268,330

CONTINGENCY (AC) (Active Status)
(Accepted Offer Subject to Contingencies)

Contingent Date (Purchase Agreement Date)

SOLD STATUS (Closing Taken Place)
Selling Office _____

Selling Agent _____

Buyer's Last Name _____

Sale Price _____

Transaction Value _____
(If Sale, Selling Price. If Lease, Total Value.)

Lease Value _____
(Per Foot or Per Month)

Lease Term _____

Sales Terms: (Select One)

- Cash Conventional
- Lease Exchange
- Other FHA
- VA Private Party Contract

Pending Date _____

Closing Date _____

PRICE CHANGE

Change Price to _____

REALTOR® & Seller Signatures Required Below

Use this area below to make changes to the text of a listing. If changes are extensive, use a profile sheet to indicate changes.

Signatures of Sellers/REALTORS® required: Price changes/extensions/withdrawals/cancellations.

Sellers' Signatures _____ Date _____

REALTOR®'s Signature _____ Date _____

WITHDRAWAL - It is also hereby agreed that if said property is sold within the terms of the original listing, or any extension thereof, or is sold within _____ days after the expiration of the listing or any extension thereof, as provided in said listing, then this withdrawal agreement shall be absolutely void and said original listing or extension thereof shall be in full force and effect. This is a withdrawal from the Service, NOT a cancellation of the listing.

ENTERED BY AGENT

PENDING (Status)
(Days on Market Calculated from List Date to Pending Date)

Pending Date _____

WITHDRAWAL/CANCELLATION

Listing is Withdrawn

REALTOR® & Seller Signatures Required Below

Listing is Cancelled

Designated REALTOR® & Seller Signatures Required Below

EXTENSION

Listing Expires This Date 02/10/2023

Extend Expiration Date to 08/10/2023

REALTOR® & Seller Signatures Required Below

BACK ON THE MARKET

(Not to Be Used to Activate an Expired Listing)

_____ Listing is Back on Market

Listing Expiration Date _____



October 8, 2019

Dennis and Diane Schultz
209 Schnoebelen Street
Riverside, IA 52827

Dennis and Diane:

On behalf of the City, I wanted to let you know that the mayor, council and staff are hoping for a speedy recovery for Diane. We understand this can be a stressful situation for your family.

Council did take formal action, and at this point the dog at the center of the issue has not been labeled "vicious". However, there are three stipulations that will be required:

- Written proof of current vaccinations provided to the City by Friday, October 11th at 4:30 p.m.
- Written proof of evaluations from the two veterinarians regarding the aggressiveness of the dog.
- 6' wooden privacy fence installed by 12/1/2019

Council did make it clear that if these conditions are not met, and if the dog should be out of the fenced back yard and not on a leash being controlled, the situation will be revisited by council for possible further action. Council would also like an evaluation by Paws and More out of Washington, which the city can work with you to arrange.

I look forward to seeing you on Friday with the requested documents, and bringing this matter to a close.

Thank you,

A handwritten signature in black ink, appearing to read 'Christine Yancey', is written over the typed name.

Christine Yancey
City Administrator
City of Riverside
admin@cityofriversideiowa.com



BEHAVIORAL ASSESSMENT

DATE: December 3, 2019 PREPARED BY: Liz Ford, CPDT-KA, KPA-CTP

CLIENT Name: City of Riverside, Iowa/Diana Schultz
Address: 209 Schnoebelen Street, Riverside, IA 52327
Phone: 319-325-6702

DOG Name: Bear
Breed: Pitbull
Age: 1 1/2 Years
Sex: Neutered Male

PRESENTING ISSUE:

BACKGROUND: Bear was originally brought in to this home at 3 ½ weeks old by James (young adult who lives in the home with Diana). As time went on, they both agreed that Bear became "Diana's dog" because she is the main caretaker. Bear was neutered at 1 year of age.

Within the last year there have been complaints and concerns brought to the attention of city council members regarding Bear's behavior towards passersby and neighbors.

To my knowledge there have been no charges or citations issued regarding Bear or the caretaking or housing of the dog(s).

I was contacted to provide a behavior assessment of Bear for the City of Riverside.

OBSERVATIONS:

Upon my arrival I could hear both dogs alert barking inside the home. Bear appeared at the window and was barking at me. Bear and the other dog, Beau, were ushered out the back door and into the back yard (this was per my request ahead of time so that Diana and I could have some conversation first). When the dogs saw me in the home through the back sliding glass door, they both became aroused and excited, wagging tails, barking a little, but they calmed down quickly and were quiet for about 15 minutes just outside the door while we spoke.

Diana had treats ready (also per my request). She let both dogs in. Beau appeared very social, friendly, and relaxed. Bear was nervously barking, his tail high and wagging, eyes dilated, and the hair along his spine was raised. I fed him a few treats and let him sniff me, avoiding eye contact myself and staying relaxed. Bear responded by relaxing some, but remained anxious the entire time I was in the home, evidenced by his stiff body, showing the whites of his eyes, and avoiding me. Diana indicated that he knows two behaviors, "sit", and come-when-called so I asked her to practice these a bit while we had Beau put in another room so he wouldn't distract Bear. Diana stated that Bear was trained "with a calm, firm voice" and that she used "no". She does not use treats; she prefers to use her voice.

Bear's response to these cues was about 50%. When he did sit, he was more nervous (raised paw, whites of eyes, appeasement signals). With come when called, we worked in her back yard. He became hesitant and avoided Diana several times when she called.

I asked Diana to have James and the other person in the home go out into the yard and distract Bear. When this happened, Bear was not able to focus at all on Diana.

We discussed 4 scenarios:

1. Kids walking by the front of the house on the sidewalk
2. Kids walking on the street behind the back yard and in front of the back neighbor's house
3. Visitors to the home
4. Neighbor gardening

Bear's response in these situations is to bark and lunge at the window or at the fence. Diana has to hold his collar and physically remove him (puts him outside, brings him in, etc.) to get him to stop. At these times she also yells at him "That's enough!" which appears to be an ineffective interrupter at best.

As we spoke and interacted with Bear, I fed him treats. He began to respond readily to my requests for "sit" when I gave him a treat afterwards. His body was more relaxed and he invited me to pet him. He stood close for scratches and his eyes softened. When I straightened up, or moved quickly, he moved away from me, stiffened, raised his tail higher, and showed the whites of his eye again. These are all typical communications from an anxious dog.

My observations of Bear are that he is anxious and fearful of new people. He offers many subtle dog body language signals that indicate this, called "warning signs". These are signs that most humans (including Diana) do not recognize. If more people recognized them, there would be far fewer dog bites. Diana does recognize the more obvious signs such as hair raised on his back, growling, and barking.

Other notes from our conversation:

1. Bear has jumped the fence once when someone else's dogs were loose and running past the back yard. This is a concern as anyone attempting to catch Bear who might be a stranger to him could be enough to provoke him to bite out of fear. It is the owner's responsibility to safely confine a dog.
2. Both dogs know how to push the sliding glass door open. This is a concern if someone was at the front door and was perceived as a threat. Diana can put the dogs outside, but they know how to open the door. It is the owner's responsibility to safely confine their dog.
3. The young people in the house "rough house" with the dogs. This is a bad choice of interaction which can cause over arousal and reinforce inappropriate behaviors.
4. The dogs are not walked; their exercise is limited to time only in their own fenced yard. Unfortunately this only adds to Bear's fear and frustration.
5. Diana states she has physical limitations due to health issues. This is a serious concern especially in a situation where emergency responders may be called to the home to help Diana. In addition, it is questionable whether she is strong enough to restrain Bear in any situation where it might be needed.

RECOMMENDATIONS MADE TO CLIENTS:

In my professional opinion, Bear like many other pet dogs, is under socialized (and past the window of socialization). He is under-exercised both mentally and physically. This combination can result in an animal with a high level of anxiety and stress. He is reactive and fearful towards children and strangers. He is protective of his home. He barks and lunges to indicate his *need for distance*. These are warning signs and they are the dog's way of saying "go away". If the stimulus gets closer (for example kids walk past the house, a person comes to the front door or to the fence), or if the animal is provoked (intentionally or otherwise) the behavior can escalate to more barking, snapping, snarling, and if a dog is pushed over their threshold, they may resort to biting.

Diana uses correction based training. Corrections might suppress behavior but do not change the underlying response. The result is that the behaviors occur at a much higher intensity with no "warning signs". The dog also makes negative associations with the environment and other stimuli (including humans) which were a part of the antecedent arrangement at the time of the corrections. This leads to increased signs of aggression (targeting a person), generalizing aggression towards other people, and a dog living in a constant state of stress. I believe this is what is happening with Bear.

City of Riverside code defines a vicious dog as "any dog that snaps, bites, or manifests a disposition to snap or bite". Fearful and defensive dogs do not typically aggress unless they are pushed over threshold. If Bear isn't appropriately managed and/or is does not receive some needed behavior modification, he is more likely to snap or bite. Bear's owner is responsible for keeping him below threshold and changing his behavior.

In order to change his behavior at this stage, he will need a great deal of training with desensitization and counter conditioning so that the underlying conditioned emotional response (fear) is reduced and then unwanted behaviors can be replaced with new, more appropriate ones.

I recommend Diana seek training help from a professional, credentialed trainer with experience in behavior modification using effective, humane methods. She needs to change her approach to training Bear or as previously stated his behavior could get more serious. She needs to devote more time to understanding canine body language so she can set him up for success and she needs to teach Bear to respond to cues such as come-when-called, even if there are distractions or stimuli present in the environment.

I recommend Diana immediately employ management strategies including an appropriate fence to contain the dog, muzzle training the dog and have the dog wear the muzzle, using a leash when people come to the door, and/or putting Bear in another room or other barriers to prevent Bear from getting out the front door and/or away from Diana). I further recommend Diana prevent Bear from continuing to practice the unwanted behaviors such as fence line barking and lunging by keeping him inside during the time when stimuli are present such as when kids are going to and from school.

If resources are not available to manage the situation to the City's expectations, I recommend rehoming the dog to a more suitable situation given his needs. This should be done through the city's contracted animal shelter so that appropriate screening can be done in the best interest of the dog and potential adopters.

City Admin

From: Liz Ford <liz@bestfriendsdogacademy.com>
Sent: Thursday, December 05, 2019 12:43 PM
To: City Admin
Subject: behavior assessment
Attachments: Schultz, Diana City of Riverside 12.3.2019.pdf

Flag Status: Flagged

Christine,
Answering your questions below. Let me know how else I can help. Assessment attached.

After reading this, I have questions.

- How does this report fit into the current ordinance? If the training is not completed by Diana, would you see the dog turning "vicious"?

Answer: It is impossible to predict an animal's behavior. As I stated in my assessment, the dog needs behavior modification, but even with that, no one can ever predict or guarantee future behavior. All dogs have the capacity to be pushed over threshold and bite. Bear is not aggressive, he is fearful and defensive. Without behavior modification his inappropriate behaviors won't go away on their own. Without proper management (confinement, etc.) he is more likely to be put in a situation where he feels the need to bite.

- As you saw the fearful signs, and the lack of response to commands from Diana, is there a concern of the dog getting out and being aggressive toward people? From what the neighbors have said, the dogs are yelled at a great deal of the time.

Answer: I think this is probably why you called me in to assess the dog and I think I've answered this in the assessment.

- The City was never told the dog jumped the fence in the past. Since both dogs can open the sliding doors, this is a big concern until the taller fence is installed.

Answer: Yes I agree. The lack of management on the owner's part is an enormous concern. If the dog was properly managed, you wouldn't have had to reach out to me to begin with.

- Diana has mentioned she is not physically able to control the dog, so I am concerned if she were to try to keep the dog on a leash.

Answer: I agree, for her health and welfare and community safety as well. But that doesn't change her responsibility.

- Diana also called me and said her husband is now on the road and the fence will not be completed unless the “city” can arrange volunteers to install.

Answer: I am not sure how to help here.

- You saw the dog exhibit warning signs that Diana does not recognize.

Answer: Yes, and every day I see people of all ages, pet owners, vet staff, shelter staff and volunteers miss clear signals given by dogs. We would certainly have far far fewer dog bites if humans took time to learn about canine body language and listen to dogs.

Unless the dog has training, it would be hard not to label the dog as potentially “vicious”?

Answer: It's not just the training. It is the owner's responsibility to keep their dog from harming people or otherwise violating city code.

--
Liz

Liz Ford, CPDT-KA, KPA-CTP
Best Friends Dog Academy, LLC
4852 Sand Road, SE
Building C
Iowa City, IA 52240
www.bestfriendsdogacademy.com

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[and LinkedIn](#)



December 17, 2019

Diane Schultz
209 Schnoebelen Street
Riverside, IA 52327

Dear Diane:

Enclosed please find a copy of the report from Best Friends Dog Academy from the evaluation of your dog "Bear" on December 3, 2019. The report lists the observations, four scenarios, and notes from your conversation with Ms. Ford that need to be addressed, and finished with her recommendations to the city and to you. Council would like your response by 12/31 to the recommendations listed below:

- Desensitization training
- Counter conditioning
- Professional training
- Change your approach to training to keep his behavior from becoming more serious
- Devote more time to understanding canine body language
- Install appropriate fence to contain the dog
- Muzzle training and have the dog wear the muzzle
- Use a leash when people come to the door or put Bear in another room
- Have barriers to prevent Bear from getting get out the front door or away from you
- Prevent Bear from fence line barking and lunging
- Keep Bear inside during stimuli are present (kids coming to and from school)

I did drive by the property and I only see three panels have been completed on the north side, and it looks like some panels are on the SE side, and it appears there is a gap between your fencing and the neighbor's fencing to the south. There is no guarantee any volunteers may be available to help with the completion of the fence. Feel free to contact Council member Redlinger at 615-478-9329 to see if she may have ideas on who to call to arrange for help with the fencing.

I look forward to hearing your response to relay to council. Please respond as well to the last paragraph of the report.

Respectfully,

Christine Yancey
City Administrator
City of Riverside

From: Dan Striegel
Sent: Monday, February 13, 2023 8:08 PM
To: Kevin Mills
Subject: Fw: Loose dog incident

Hi Kevin,

Following up from our conversation yesterday afternoon. I did contact the Sheriff's office today to report this incident and Deputy Slabaugh did contact me to document.

Thanks,
Dan Striegel

From: Dan Striegel
Sent: Saturday, February 4, 2023 2:21 PM
To: mayor@riversideiowa.gov <mayor@riversideiowa.gov>
Subject: Loose dog incident

Good afternoon Mayor,

On Saturday February 4th, our family took our two small dogs out for a walk around 12:30 pm. As we were walking north on Schnoebelen Street on the west sidewalk at approximately 12:55, my son and I were in front with our smallest dog and my wife was about 30 yards back with our other dog. We could see a resident cleaning some items at the end of their driveway a few houses ahead so we took our dogs out into the street as we were going by. As we got in front of house #209, a younger man came out of the front door of the house and a large dog came out behind him that was not on a leash. I thought at first maybe it was a well-behaved dog, but once the dog saw our small dog in the street, the dog came charging out in the street trying to get ours. I picked our dog up and loudly yelled at the person to get that **** dog out of here. Thankfully, the dog did retreat instead of coming after me with our dog in my arms, but this is totally unacceptable. The concern is not only for our dogs, but ourselves as well. A neighbor was outside and witnessed the entire situation. I believe this dog has been a problem in the past, but personally cannot attest to that. Please advise as to what will be done to prevent this from happening again, as the weather is warming up and we are out walking our dogs around the town daily.

Respectfully,
Dan Striegel

(6) Any crossbreed of such animals which have similar characteristics to the animals specified above.

14. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the *Code of Iowa*; or poultry.

(*Code of Iowa, Sec. 717.1*)

15. "Offending animal" means a "vicious dog," an "illegal animal," or a "dangerous animal" as defined herein.

16. "Owner" means any person owning, keeping, sheltering, or harboring an animal (or allowing the keeping, sheltering, or harboring of an animal on the premises of said person).

17. "Pet" means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

18. "Vicious dog" means:

A. Any dog which has attacked a human being or domestic animal one or more times, without provocation;

B. Any dog with a history, tendency or disposition to attack, to cause injury or to otherwise endanger the safety of human beings or domestic animals;

C. Any dog that snaps, bites, or manifests a disposition to snap or bite;

D. Any dog that has been trained for dog fighting, animal fighting, or animal baiting, or is owned or kept for such purposes;

E. Any dog trained to attack human beings, upon command or spontaneously in response to human activities, except dogs owned by and under the control of the Police Department, a law enforcement agency of the State or the United States or a branch of the armed forces of the United States.

55.02 ANIMAL NEGLECT. It is unlawful for a person who impounds or confines, in any place, an animal, excluding livestock, to fail to supply the animal during confinement with a sufficient quantity of food or water, or to fail to provide a confined dog or cat with adequate shelter, or to torture, deprive of necessary sustenance, mutilate, beat, or kill such animal by any means which causes unjustified pain, distress or suffering.

(*Code of Iowa, Sec. 717B.3*)

55.03 LEASHING. Any person owning a dog shall confine and restrain such dog by good and sufficient means, or cause such dog to be properly leashed to prevent such dog from biting any person or animal or from running at large. It is unlawful for a person to chain, tether or otherwise attach a dog to a stationary object for more than five hours during any 24-hours period.

55.04 MINIMUM CONFINEMENT AREA. It is unlawful for an owner to fail to provide a confinement area of less than the following:

55.16 VICIOUS DOG PERMITS. It is unlawful for any person to harbor or keep a vicious dog within the City without first obtaining a vicious dog permit in accordance with the following:

1. **Application.** The application for a vicious dog permit must include the following:

A. Certificate of Insurance issued by an insurance company licensed to do business in the State, providing personal liability insurance coverage, as in a homeowner's policy, with a minimum liability amount of \$500,000.00 for the injury or death of any person, for damage to property of others and for acts of negligence by the owner or agent in the keeping or owning of such vicious dog. Said certificate shall require notice to the City, in conformity with general City standards for certificates of insurance, in the event of underlying policy of insurance is canceled for any reason. This provision shall in no way limit monetary, damages, or other remedies to which a party may be entitled hereunder against the owner, agent, or possessor of such dog.

B. The cancellation or other termination of any insurance policy, presented to comply with this section, shall automatically revoke and terminate the permits issued under this section unless another certificate complying with this section is provided showing insurance in effect at the time of such cancellation or termination.

C. Application fee in the amount of \$100.00.

2. **Notification of Changes.** The owner of the vicious dog shall be required to notify the City within 24 hours of any transfer of ownership of the dog, the dog's escape or death, any change of address by the owner, or birth of offspring to the dog.

55.17 CONFINEMENT OF VICIOUS DOGS. All vicious dogs shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as provided herein. Such pen, kennel, or structure must have secure sides and a secure top attached to the sides or, in lieu of a top, walls at least six feet in height and at least six feet taller than any internal structure. All pens or other structures designed, constructed, or used to confine vicious dogs must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom, floor, or foundation attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two (2) feet so as to prevent digging under the walls by the confined dog. All pens must have a sign with minimum two-inch lettering saying "Beware of Vicious Dog." The County Sheriff is empowered to inspect such pens at least once per year. All structures erected to house vicious dogs must comply with all zoning and building regulations of the City. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition. No vicious dog may be kept on a porch, patio, or in any part of a house or structure that would allow the dog to exit such building on its own volition. No person shall permit a vicious dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than six (6) feet in length. No person shall permit a vicious dog to be kept on a chain, rope, or other type of leash outside its kennel or pen unless both dog and leash are under the actual physical control of a person 18 years of age or older. Such dogs may not be leashed to inanimate objects such as trees, posts, building, or any other object or structure. Violation of this section is a simple misdemeanor. Each day of any such violation shall constitute a separate offense.

55.18 VICIOUS DOGS AT LARGE. A vicious dog which is found to be at large and not confined as required by this chapter shall be permanently removed from the City or destroyed. A vicious dog which is permanently removed from the City but is found back in the City will be immediately destroyed.

55.19 SEIZURE, IMPOUNDMENT AND DISPOSITION OF VICIOUS DOGS, ILLEGAL ANIMALS AND DANGEROUS ANIMALS.

1. The County Sheriff, at his or her discretion or upon receipt of a complaint alleging that a particular animal is a vicious dog, illegal animal, or dangerous animal, as defined herein, may initiate proceedings to declare said animal an "offending animal." If the owner contests said designation, a hearing on the matter shall be conducted by the City Administrator. The person owning, keeping, sheltering, or harboring the offending animal in question shall be given not less than 72 hours' written notice of the time and place of said hearing. Said notice shall set forth the description of the offending animal in question and the basis for the allegation of viciousness. The notice shall also set forth that if the offending animal is determined to be vicious, illegal, or dangerous, the owner may be required to obtain a vicious dog permit, confine the animal or dispose of the animal as required by this chapter. The notice shall be served upon any adult residing at the premises where the animal is located, or may be posted on those premises if no adult is present to accept service.
2. If, after hearing, the City Administrator determines an animal is an offending animal held in violation of this chapter as set out in the notice of hearing, the City Administrator shall order the person owning, sheltering, harboring, or keeping the animal to obtain a vicious dog permit and confine the animal as required by this chapter, or remove it from the City. The order shall immediately be served upon the person against whom issued in the same manner as the notice of hearing. If the order is not complied with within three days of its issuance, the City Administrator is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of seven days. If at the end of the impoundment period, the person against whom the order of the City Administrator was issued has not appealed such order to the Council, or has not complied with the order, the City Administrator shall cause the animal to be destroyed. Before being returned to the owner, an unaltered dog shall be surgically spayed or neutered, unless the dog has been duly registered for breeding purposes.
3. The order to obtain the required permit, or to confine or remove an offending animal from the City issued by the City Administrator may be appealed to the Council. In order to appeal such order, written notice of appeal must be filed with the City Administrator within three days after receipt of the order. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order to the City Administrator.
4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Administrator. The hearing of such appeal shall be scheduled within 20 days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the City Administrator. Such determination shall be contained in a written decision and shall be filed with the City Administrator within three days after the hearing or any continued session thereof. The hearing shall be confined to

Vicious Dog Procedure

Definition:

- 55.01(18 A-E)
- 1) Has attacked a human being or domestic animal one or more times, without provocation
 - 2) History, tendency or disposition to attack, cause injury, endanger the safety of human beings or domestic animals
 - 3) Snaps, bites, or manifests a disposition to snap or bite
 - 4) Trained for dog fighting, animal fighting, or animal baiting, owned or kept for such purposes
 - 5) Trained to attack humans, on command, except dogs owned by PD, law enforcement

Code	Checklist:
55.19(1)	Complaint(s) received by City or Washington Co Sheriff
	County/City declares an "offending animal" written notice of decision
	Owner contests-hearing by City Administrator within 72 hours of written notice
55.16	Vicious dog permit required \$100.00
	Homeowner's insurance \$500,000.00
	CA orders the dog an offending animal
55.19(2)	Dog can be ordered impounded for non-compliance within 3 days (if no appeal requested)
55.19(3)	Dog owner can appeal ruling to council
55.19(4)	Council affirm/reverse decision of City Administrator
55.19(5)	If Council affirms-owner has three days to comply or dog can be seized by the Washington Co. Sheriff
55.16 (A-C)	permit
	insurance
55.17	6' fence with locking gate
	sides embedded underground 2'
	"Beware of Vicious Dog" sign
	Clean and sanitary condition

