

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

CITY COUNCIL WORK SESSION 5:00 PM @ WASTEWATER PLANT

Monday, November 6, 2023 6:00 PM

The meeting will be recorded and can be viewed live by visiting the city website at [www.riversideiowa.gov](http://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
  - b. Expenditures
5. **Public forum: 3 minutes per person. See guidelines for public comments at the Clerk's table.**
6. City Engineer's Report (Axiom) (6)
  - a. Third Street Reconstruction (7)
  - b. Wastewater Treatment Plant (13)
  - c. Water Treatment Plant
  - d. Boat Ramp
  - e. Capital Improvement Plan (CIP)
7. Consider resolution for FY23 Street Finance Report (2023-78) (19)
8. Consider resolution for WWTP Pay App # 4 (25)
9. Consider resolution for WTP Pay App # 1 (28)
10. Consider resolution for WTP Pay App # 2 (31)
11. Consider resolution to approve professional services agreement with Axiom Consultants for Hall Park Boat Ramp Phase 1 (34)
12. Consider resolution for a transfer of funds for the 2023-2024 Budget Year (50)
13. Consider resolution for approving rates for Wellmark BCBS for 2024 (53)

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60 N GREENE ST

14. Consider resolution to set DTR Application and Community Development & Housing Needs Assessment Public Hearing for November 13<sup>th</sup> (54)
15. Consider resolution to adopt the updated version of the Employee Handbook (56)
16. Consider resolution to close out the 3rd St Reconstruction Project (at table)
17. Server Hosting Update (57)
18. Traffic Light Repairs (67)
19. City Administrator's Report
  - a. Vicious Dog Complaint – Update
  - b. External Communication Updates
  - c. New Resident Sod Irrigation Sewer Fee Rebate – Temporary Hose Meters (69)
  - d. Community Center Fund Deposit Rates (72)
20. Closing Comments
21. Motion to Adjourn

RIVERSIDE CITY COUNCIL MEETING: Monday, October 16<sup>th</sup>, 2023

The Riverside City Council meeting started at 6:00 pm in the Riverside City Council Chambers. Mayor Allen Schneider called the meeting to order, with Kevin Kiene, Lois Schneider, Kevin Mills, Tom Sexton and Edgar McGuire present.

Motion made by Sexton, second by McGuire to approve agenda. Passed 5-0.

Motion made by Kiene, second by Mills to approve consent agenda of minutes, expenditures, RACC alcohol permit, Sept. fire department update, and Building Inspections. Passed 5-0.

Mike Meinders addressed the City Council at Public Forum.

Council discussed sewer rebate for water used to water lawn on new home construction. McGuire moved, second by Kiene to check into portable meter options. Passed 5-0.

Sergeant Chad Ellis, with Washington County Sheriff Dept. presented September Service call report.

City Council reviewed all documents and reports pertaining to a vicious dog complaint. Schneider moved, second by McGuire to have Admin follow through with City Code of Ordinance policy. Passed 5-0.

McGuire moved, second by Sexton to open Public Hearing for the sale of City property at 40 W 1<sup>st</sup> Street at 6:34 pm. Passed 5-0. There were no written or oral comments. McGuire moved, second by Sexton to close Public Hearing at 6:35 pm. Passed 5-0.

Schneider moved, second by Kiene to pass Resolution 2023-77, approving the sale of 40 W 1<sup>st</sup> Street to River City Church in the amount of \$10,000. Passed 5-0.

Brian Boelk, Axiom Consultants, updated the city council on the 3<sup>rd</sup> Street project, Wastewater Treatment Plant, Water Treatment Plant, boat ramp, East Street, and Capital Improvements Plan.

Council received the September water and wastewater report.

Schneider moved, second by McGuire to adopt revised Employee Handbook. Passed 5-0.

Admin Smith presented repair assessment for sidewalks and curbs.

Schneider moved, second by Mills to approve repairs in the amount of \$6,510.00 passed 4-1  
Sexton opposed.

Council reviewed September billing and financial reports.

Motion by Sexton, second by McGuire to adjourn at 7:54 pm. Motion carried 5-0.

Full content of city council meetings can be viewed on the city website [www.riversideiowa.gov](http://www.riversideiowa.gov).

Next Meeting- Monday, November 6<sup>th</sup>, 2023 at 6:00 PM

ATTEST:



Becky LaRoche, City Clerk



Allen Schneider, Mayor



EXPENDITURES NONRMBER 6, 2023				
COUNCIL MEETING		BILLS		
1	A TECH	FD ALARMS	002-5-150-6356	\$ 84.00
2	ACCESS	COPIER	001-5-650-6496	\$ 383.29
3	ALLIANT ENERGY	PARKS	001-5-430-6371	\$ 419.09
4	ALLIANT ENERGY	SEWER	610-5-815-6371	\$ 675.99
5	ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$ 377.41
6	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$ 1,443.92
7	ALLIANT ENERGY	FIRE STATION	002-5-150-6330	\$ 447.48
8	ALLIANT ENERGY	WATER	600-5-810-6371	\$ 292.62
9	AXIOM CONSULTANTS	WWTP	301-5-750-6798	\$ 852.50
10	AXIOM CONSULTANTS	ENGINEERING	001-5-650-6407	\$ 4,027.50
11	BECKY LaROCHE	CELL STIPEND	001-5-650-6373	\$ 50.00
12	BECKY LaROCHE	MILEAGE-IFOMA- D. MOINES	001-5-650-6240	\$ 177.51
13	BRYAN LENZ	CELL STIPEND	001-5-430-6373	\$ 50.00
14	COLE SMITH	CELL STIPEND	001-5-650-6373	\$ 50.00
15	DINGES FIRE CO	FIRE GLOVES	002-5-15-6356	\$ 1,573.34
16	ENGLISH RIVERT WATER SHED	2024 CONTRIBUTRION	001-5-520-6425	\$ 7,500.00
17	FERGUSON	BELT CLIP CHARGER	600-5-810-6374	\$ 28.49
18	HARN R/O	MELT DOWN FILTERS	600-5-810-6374	\$ 5,448.00
19	HAYNES EQUIPMENT CO	UV REPAIRS-RES 2023-63	610-5-815-6374	\$ 22,065.16
20	HOLIDAY INN	IMFOA - D MOINES	001-5-650-6240	\$ 224.00
21	HYDROTEX	GEAR OIL	610-5-815-6374	\$ 171.42
22	IOWA RURAL WATER	2024 MEMBERSHIP	600-5-810-6210	\$ 355.00
23	JCR	OCT CARTS	001-5-840-6499	\$ 7,235.50
24	KALONA TIRE	FD-TRUCK 161	002-5-150-6352	\$ 3,176.80
25	KUM&GO	FD-FUEL	002-5-150-6350	\$ 474.14
26	LL PELLING	EAST STREET	110-5-210-6417	\$ 7,907.65
27	LOGAN MICHEL	CELL STIPEND	001-5-210-6373	\$ 50.00
28	MARC	SANDER CHAIN LUBE	110-5-210-6331	\$ 114.36
29	MEARDON, SUEPPEL, DOWNER	LEGAL	001-5-640-6411	\$ 1,400.00
30	MENARDS	250 W MOTION SENSOR	600-5-810-6374	\$ 37.38
31	MENARDS	FD-LITHIUM 8 PK, CLOROX, ETC	002-5-150-6340	\$ 283.91
32	MENARDS	PAINT,GERBER LITE, RAGS, GLOVES	001-5-210-6372	\$ 97.46
33	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$ 13.03
34	MID AMERICAN ENERGY	RVFD	002-5-150-6330	\$ 13.56
35	MID AMERICAN ENERGY	C HALL	001-5-650-6371	\$ 11.44
36	MIDWEST FRAME	BLUE HYD OIL	110-5-210-6335	\$ 61.30
37	OVERHEAD DOOR	SHOP REMOTE	001-5-210-6507	\$ 50.00
38	PEOPLE SERVICES	SERVICE	600-5-810-6500	\$ 12,623.00
39	PEOPLE SERVICES	SREVICE	610-5-815-6500	\$ 12,623.00
40	RELIANT FIRE	FD-ENG 161	002-5-150-6352	\$ 748.55
41	SANDRY FIRE SUPPLY	FIRE COATS	002-5-150-6356	\$ 2,635.00
42	SCHNOEBELEN INC	UPS	600-5-810-6510	\$ 46.13
43	SCHNOEBELEN INC	UPS	610-5-815-6510	\$ 46.12
44	SHARON TELEPHONE	CITY HALL	001-5-650-6373	\$ 172.75
45	SHARON TELEPHONE	FIRE DEPT	002-5-150-6332	\$ 88.80
46	SHARON TELEPHONE	SHOP	001-5-210-6373	\$ 40.83
47	SHARON TELEPHONE	WWTP	610-5-815-6373	\$ 40.83
48	SHARON TELEPHONE	WTP	600-5-810-6373	\$ 40.83
49	SINCLAIR	FD-BATTERY CHARGER	002-5-150-6352	\$ 457.00
50	SINCLAIR	OIL FILTER	001-5-430-6504	\$ 31.86
51	SUMMIT FIRE PROTECTION	BACK-FLOW REPAIRS	600-5-810-6374	\$ 4,199.00
52	THE NEWS	PUBLICATIONS	001-5-650-6402	\$ 291.61
53	VEENSTRA & KIM	WTP ENGINEERING	301-5-750-6800	\$ 550.00
54	VERIZON	ADMIN TABLET	001-5-650-6373	\$ 25.02
55	VERIZON	GATEWAYS	600-5-810-6373	\$ 63.54
56	VESSCO	PROMINENT, LIGUID END,GAMMA X	600-5-810-6374	\$ 465.32
57	WARD, JONATHON	EMT CLASSES PASSED	002-5-150-6354	\$ 178.00
58	<b>TOTAL BILLS*****</b>			<b>\$ 102,990.44</b>
59				
60	DELTA DENTAL	BILLING-NOV	001-5-430-6150	\$ 192.58
61	WELLMARK	BC/BS	001-5-620-6150	\$ 2,118.59
62	US CELLULAR	FD	002-5-150-6332	\$ 72.45
63	LINCOLN FINANCIAL	NOV BILLING	001-5-150-6352	\$ 309.56
64	WATR REFUNDS		600-4-810-1-4501	\$ 156.10
65	<b>*****</b>	<b>TOTAL PAID BILLS</b>		<b>\$ 2,849.28</b>
66				
67	<b>*****</b>	<b>TOTAL EXPENDITURES</b>		<b>\$ 105,839.72</b>



68					
69	<b>EXPENDITURES by FUND</b>				
70	GENERAL FUND	\$	24,122.22		
71	FIRE DEPARTMENT	\$	11,160.58		
72	ROAD USE FUND	\$	8,083.31		
73	CASINO FUND	\$	-		
74	CAPITAL PROJECTS	\$	1,402.50		
75	WATER FUND	\$	23,567.54		
76	SEWER FUND	\$	35,654.29		
77	<b>TOTAL EXPENDITURES</b>	\$	<b>103,990.44</b>		

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## ENGINEER'S REPORT

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

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### Third Street Reconstruction

- Streb and Axiom are requesting acceptance of public improvements, closing the project/contract with the contractor.
- Final Pay Application approved by Axiom and attached for authorization.
- All maintenance bonds to be submitted and kept on file for future maintenance needs.
- Attached is an updated and final spreadsheet with a summary of overall projects construction costs.
- A custom-made retaining wall cap stone has been produced by King's Material as a sample and reference to fill in the gap between sidewalk/stairs and existing retaining wall at northwest corner of 3<sup>rd</sup> Street and Greene Street. Total material cost per cap is \$8.88/cap, without installation. Axiom is working to obtain an installation cost based on the estimated number of caps needed.
- Summary of caps needed per feedback from City Council:
  - Standard caps – 36 caps needed where a gap is not present but expansion visible above current cap.
  - Custom caps – 81 caps needed to fill in all gaps.

### Wastewater Treatment Plant

- Please see attached the Progress Report.
- Pay Application #4 approved and attached for authorization.01

### Water Treatment Plant

- All fabrication completed, with installation remaining.
- Progress Report attached for reference.
- Pay Applications #1 and #2 approved and attached for authorization.

### Boat Ramp

- Axiom has provided a proposal to complete design for the Boat Ramp project in Hall Park.
- This includes full design for Phase 1 and concept planning for future phases. Phase 1 is currently anticipated to be within a \$125,000 budget.
- Efforts continue regarding potential future grant applications and classification as an official "water trail".

### Capital Improvement Plan (CIP)

- Brian and Cole met to discuss in detail future CIP and the planning process.
- Axiom is working to put together a full list of potential future projects (short and long term) programs, with descriptive narratives for each item.
- Axiom will provide an overall map showing the location of such projects described above with this CIP packet.

## MEMORANDUM

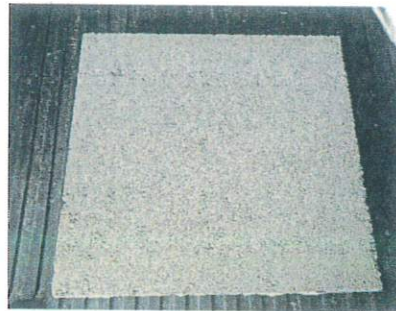
**PROJECT:** Third Street Reconstruction  
**DATE:** November 1, 2023  
**TO:** City Council  
**TOPIC:** Retaining Wall Finishes

In follow-up to our previous discussions and as requested by the City Council, Axiom has further investigated solutions to fill in the gap between the recently constructed retaining wall capstone block and newly paved sidewalk and stairs. After the several options were evaluated, it was deemed that the use of a customized capstone is the best solution. From that, we have worked with King's Material to provide such a block, received a sample of such block, and evaluated in the field to verify its' effectiveness. A picture of the sample capstone is included in this memo for reference and the actual sample can be viewed at City Hall.

Below is a summary of the walls that will require such custom caps and the estimated number needed to remedy this gap. Please note, this is an estimate based on plan lengths, but the final quantity is to be verified in the field with contractor based on installation practices.

- Wall #4 (Stairs Only) – 20 caps
- Wall #5 (All) – 45 caps
- Wall #6 (Stairs Only) – 16 caps
- Total = 81 caps

Per King's Material, each cap will cost \$8.88 in materials, for an estimated total of \$720 in fabrication costs. I am currently working with a contractor to get an estimated installation costs based on this work and amount. King's Material noted an estimated fabrication timeframe of 6-8 weeks to produce.



In addition, the City Council requested additional standard capstones be installed at all locations in which the expansion joint and/or sidewalk is visible above the retaining wall caps via street view. Below is a summary of the walls that will require such additional standard caps and the estimated number needed to remedy this visual concern.

- Wall #1 – 18 caps
- Wall #6 (East of Stairs) – 18 caps
- Total = 36 caps

We are working to get an estimate for materials and installation for the installation of these additional 36 standard caps.



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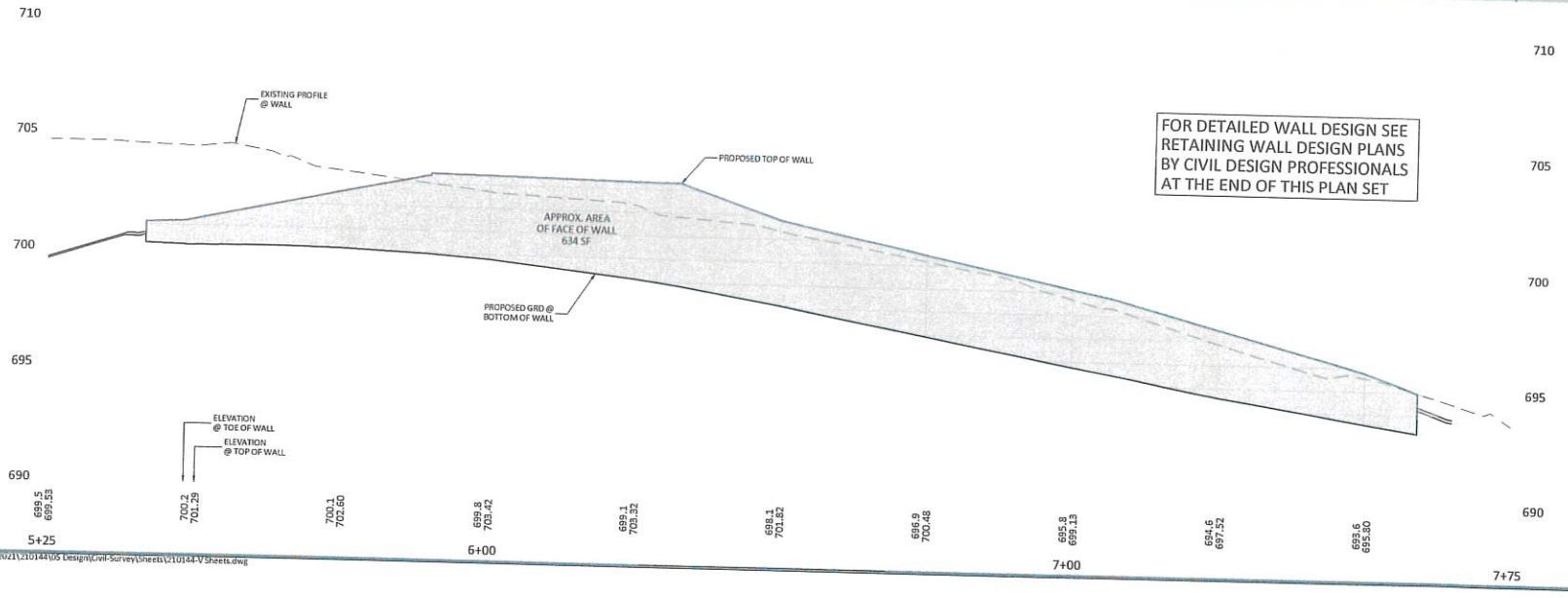
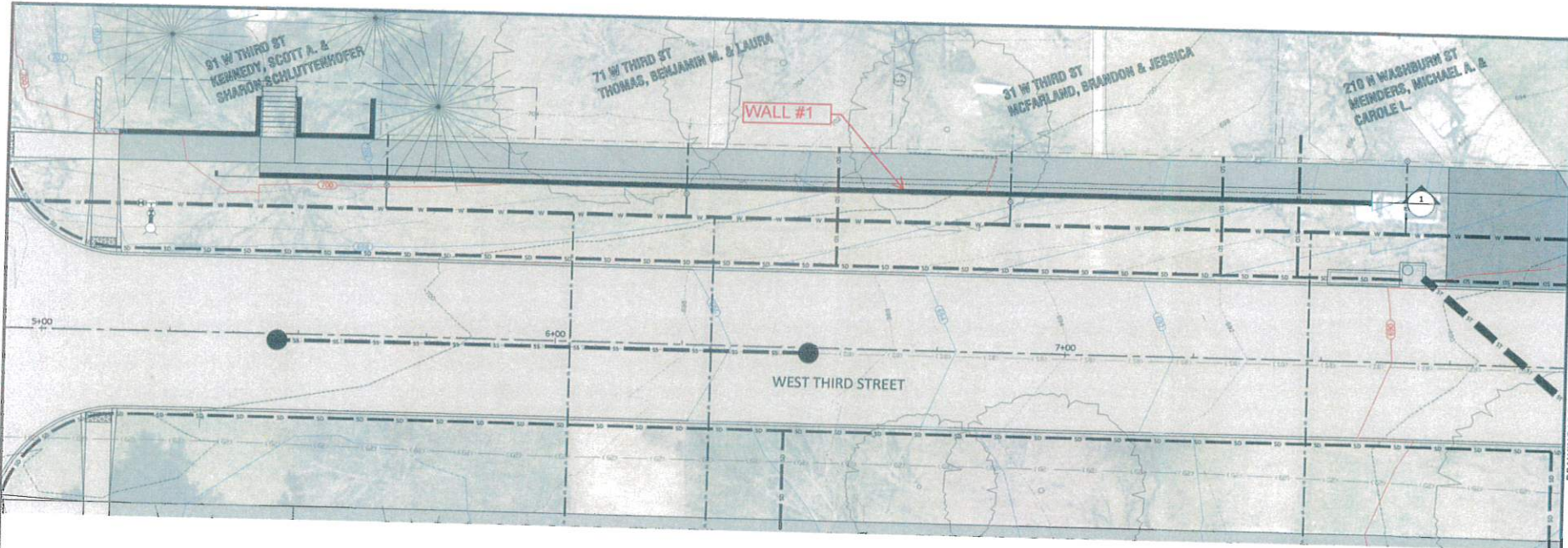
CIVIL · STRUCTURAL · MECHANICAL · ELECTRICAL · SURVEY · SPECIALTY











**AXIOM CONSULTANTS**  
WWW.AXIOM-CONS.COM | (919) 519-6220

**DRAWING LOG**

DATE	DESCRIPTION OF CHANGES
04-04-2022	ISSUED FOR CONSTRUCTION

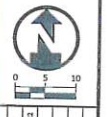
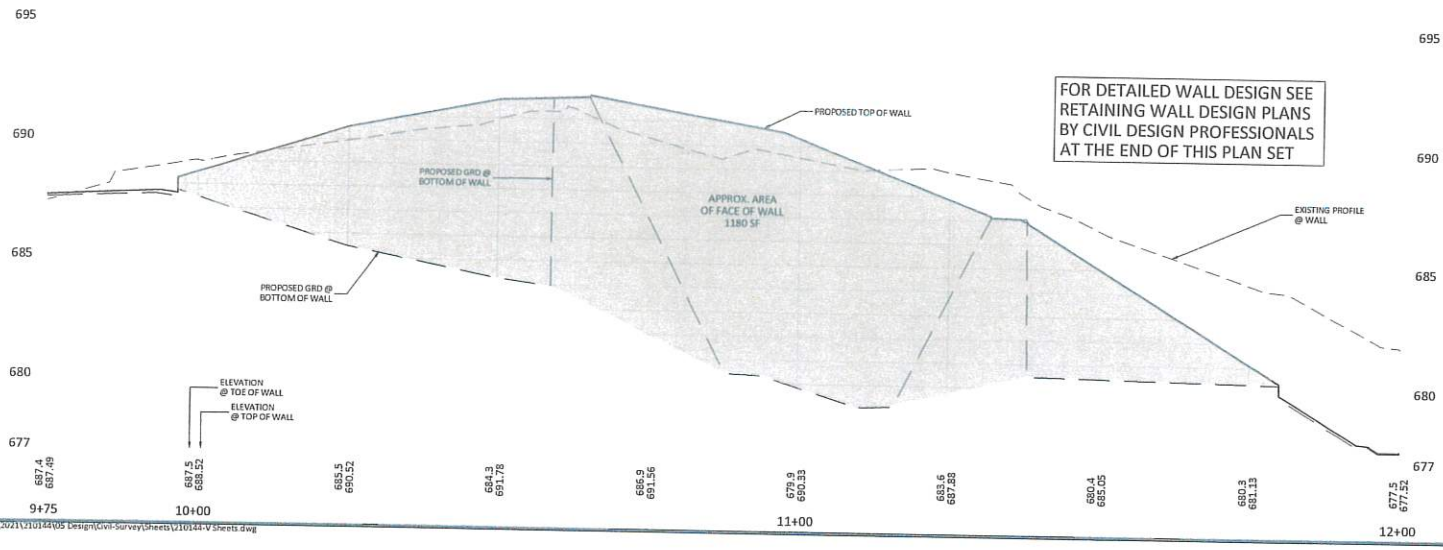
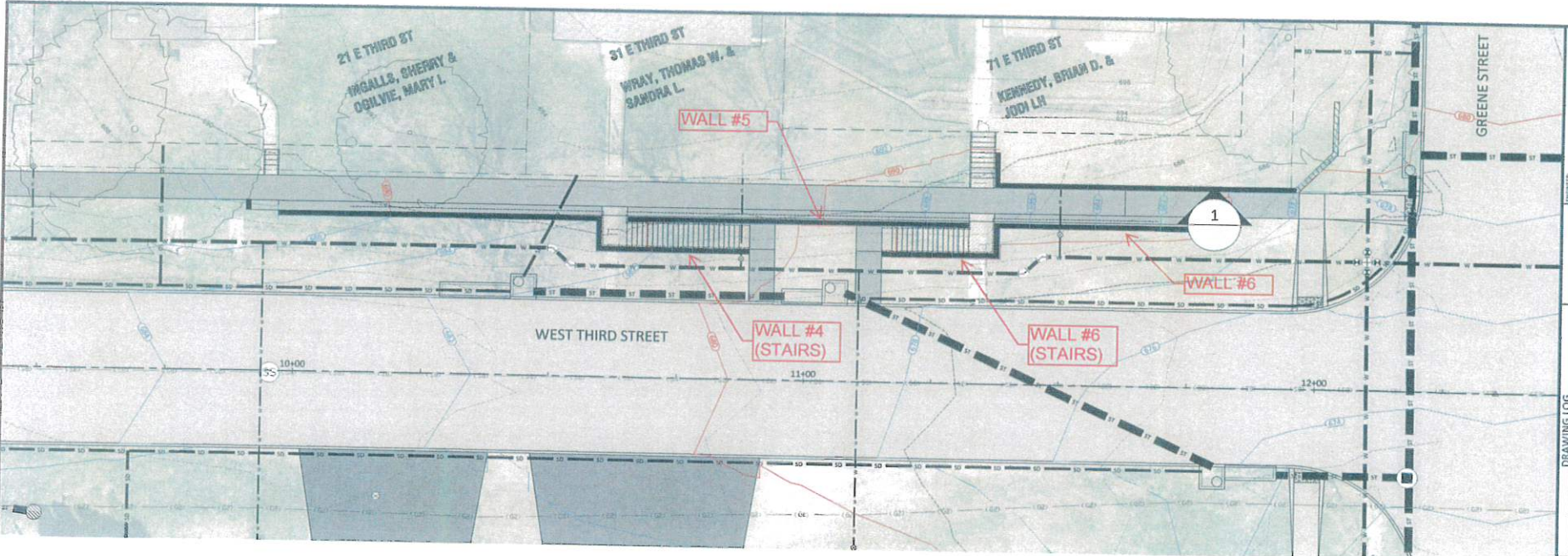
**PROJECT NAME:** THIRD STREET RECONSTRUCTION  
**CITY:** RIVERSIDE, IA 52327  
**CLIENT:** CITY OF RIVERSIDE

**SHEET NAME:** RETAINING WALL PLAN & PROFILE  
**LOCATION:** NORTH SIDE BETWEEN GLASGOW ST. AND WASHBURN ST.  
**PROJECT NO.:** 210144  
**DESIGNER:** BOELK/BETTIS

**V.01**

Apr 06, 2022 - 10:30am S:\PROJECTS\15\22\1210144\05 Design\Civil-Survey\Sheets\210144-V Sheets.dwg





REV	DATE	DESCRIPTION OF CHANGES
	10/14/2022	ISSUED FOR CONSTRUCTION

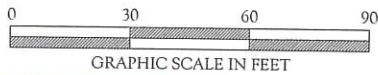
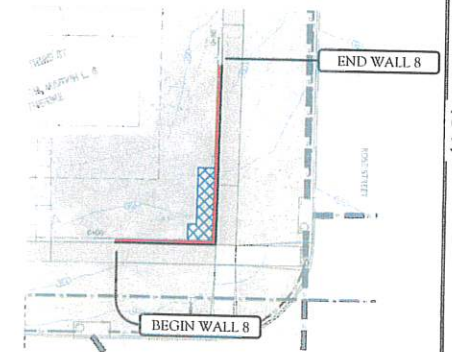
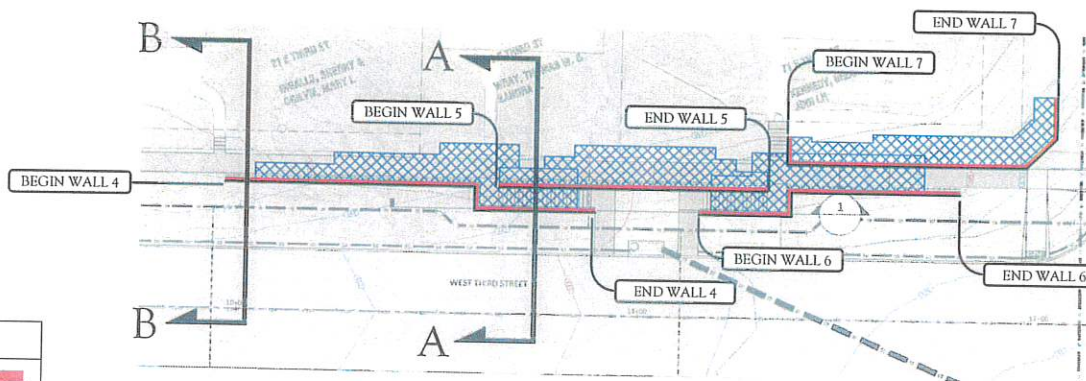
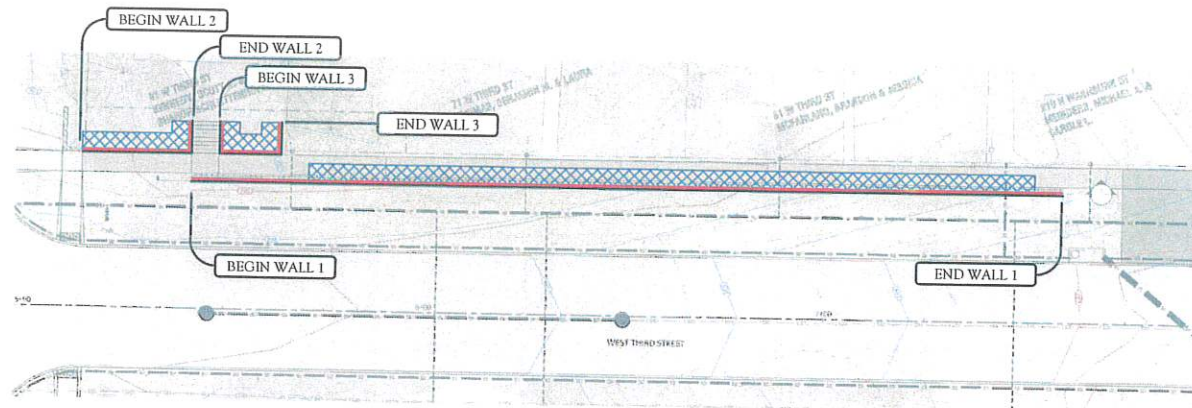
PROJECT NAME:	THIRD STREET RECONSTRUCTION
PROJECT NO.:	210144
LOCATION:	RIVERSIDE, IA 52327
DESIGN PROFESSIONAL:	BOELK/BETTIS
CITY:	CITY OF RIVERSIDE

APR 06, 2022 - 10:30am S:\PROJECTS\2021\110144\05 Design\plan-Survey\Sheets\110144-V\Sheets.dwg



**NOTES:**

1. THE SITE PLAN SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY. IT WAS REPRODUCED FROM AXIOM CONSULTANTS GRADING PLAN (PROJECT NO.: 210144) DATED 02/02/2022. REFER TO PROJECT PLANS FOR GRADING, DRAINAGE, PAVING, AND ALL OTHER CIVIL ASPECTS OF THE PROJECT. ANY MODIFICATIONS TO THE REFERENCED PLANS MAY IMPACT THE RETAINING WALL DESIGN AND SHALL BE PROVIDED TO CDP TO CONFIRM THESE PLANS ARE STILL VALID.
2. HORIZONTAL CONTROL FOR THE RETAINING WALL(S) SHALL BE AS INDICATED ON THE CIVIL PLANS. WALL ANGLES AND BENDS HAVE BEEN CHANGED TO RADIUSSES TO ACCOMMODATE THE FUNCTIONALITY OF THE KEYSTONE RETAINING WALL SYSTEM.
3. THE APPROXIMATE LOCATION OF UTILITIES KNOWN TO EXIST AS SHOWN ON THE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PLAN PREPARATION.



Know what's below.  
Call before you dig.



**CIVIL DESIGN**  
PROFESSIONALS

8609 LYNDALE AVENUE SOUTH, SUITE 200 BLOOMINGTON, IOWA 55420  
PHONE: 952-835-8182 | WEBSITE: WWW.CDP-PRO.COM  
REGISTRATION: IOWA PROFESSIONAL ENGINEERS & SURVEYORS BOARD

No.	Date	Revision	By
1	04/18/22	REVISED NOTES PER NEW GEOTECHNICAL REPORT	LRB
2	9/2/2022	REVISE WALL 7	CJD
3			
4			
5			
6			

Designed By:  
LRB

Scale:  
1" = 30'

Date:  
FEB 15, 2022

Project:  
THIRD STREET RECONSTRUCTION  
RIVERSIDE, IOWA

Title:  
SITE PLAN

Registration No:  
15610

Project No:  
22-0093

Sheet No:  
3.00

I hereby certify that the engineering document was prepared by me under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature:   
MICHAEL R. JOHNSON, P.E.  
Date: 9/2/2022

Page Count: 3  
ALL INDEXED SHEETS

License Renewal Date:  
31 DEC 22

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<b>AXIOM PROJECT NO.</b> 220181	<b>DATE</b> 10/25/2023
<b>REPORT NO.</b> 17	<b>PAGE</b>

<b>PROJECT NAME</b> RIVERSIDE WASTEWATER TREATMENT RENOVATIONS	<b>AXIOM REPRESENTATIVE (reported by)</b> Adrienne Bricker	
<p><b>CURRENT ACTIVITIES and SCOPE of WORK</b></p> <p>Arrived on-site late in the day and noted some activity since last visit.</p> <p>Caulking along the horizontal IMWP joints appears to be complete.</p> <p>Existing MUA Unit ductwork in the SCREENING ROOM has been demolished and new ductwork has been fabricated. delivered to site and prepping for installation.</p> <p>Upcoming:</p> <p>Paint still needs to be applied around the base of the building.</p> <p>Unsure if thermostat has been installed in the BLOWERS room as I was not able to access this space.</p> <p>Electrical work for the project and electrical work for ITC-01 Security Camera rough-in still needs to be completed.</p> <p>Exterior Signage to be installed.</p> <p>Doors/Frames/Hardware orders and shop drawings (ITC-03): Update that all hardware being replace will have arrived by 10/27 and be installed the week of 10/30. The last (2) FRP doors and frames have approximately 20 week lead time and were ordered in early October. Spectra is continually checking in with the supplier for updates and/or for a stainless steel option.</p> <p>City Administrator has approved the cost to move forward with new Exterior Lighting (ITC-04).</p> <p>Items from Initial Punchlist is on-going.</p> <p>Final punchlist to be completed once all the door/frames/hardware and a majority of the initial punch items have been completed, with exception of the (2) FRP Doors and Frames.</p>	<b>CLIENT REPRESENTATIVE (reported to)</b> Cole Smith, City Administrator & Riverside Council	
	<b>CURRENT PHASE</b>	<b>NEXT PHASE</b>
	<b>PROVIDED FOR:</b> Upcoming Council Meeting / Design Team Updates	
	<p><b>SCHEDULE ITEMS</b></p> <p>Revised Schedule:</p> <p>Exterior painting at base of building ~as weather allows</p> <p>Mechanical/Electrical rough-in ~through 10/27</p> <p>Door Paint &amp; Hardware replacement ~ through 11/3</p> <p>Exterior Signage ~through 11/3</p> <p>Exterior Light Replacement - Approved, through 11/3</p> <p>Initial Punchlist Items ~On-going</p> <p>Final Punchlist - TBD</p> <p>FRP Doors/Frames/Hardware - TBD</p> <p>Active Contractors:</p> <p>Spectra Build</p> <p>Odessa Mechanical</p>	



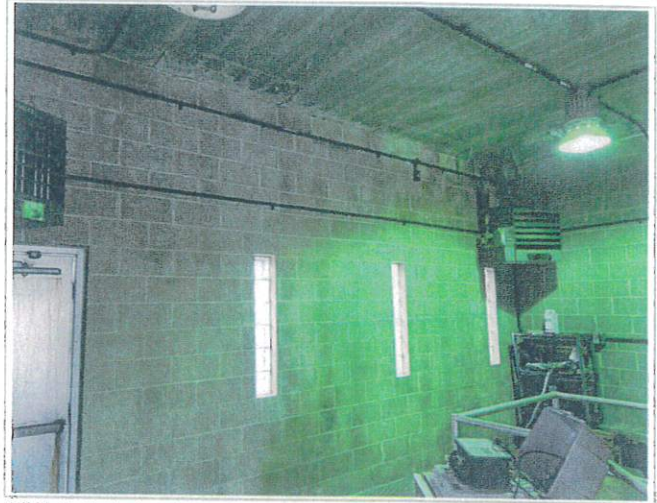
# AXIOMCONSULTANTS

## CLIENT PROGRESS REPORT

AXIOM PROJECT NO. 220181	DATE 10/25/2023
CLIENT PROJECT NO. 17	PAGE



Horizontal seals have been caulked and all penetrations



MUA Unit ductwork has been removed from the SCREENING ROOM



New MUA ductwork has been fabricated and prepped to be installed



Overview of the south side of the building

### PROJECT COORDINATOR or MANAGER SIGNATURE

*Alexander M. Bridger*

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

**PUNCHLIST: INITIAL WALK-THROUGH, 10/19/2023**

**Axiom Project Title:** City of Riverside, Wastewater Treatment Plant Renovations

**Axiom Project #:** 220181

**Date of Report:** October 24, 2023

**Attendees:** Blaine Dopler, Spectra Build  
Scott McDonough, Horizon Architecture  
Adrienne Bricker, Axiom Consultants

**CIVIL**

NOT APPLICABLE

**STRUCTURAL**

NOT APPLICABLE

**ARCHITECTURAL**

- Horizontal joints on the IMWPs to be caulked as needed around building
- Chalk lines, paint overspray and random marks to be removed from IMWPs, See specification section 07 4213.19, 3.3, C.
- Exterior signage needs installed (Metal Letters)
- The base of the building, below the IMWPs, needs to be painted; Color to match window trim paint used
  - Please provide paint information and color code for recording or noted in the As-Built
- ALL Door Replacement work per ITC-03
  - Color of existing doors/frames remaining to stay are to be painted BLACK
  - It was discussed that the balance of the door re-work, (2) FRP Doors and Frames, would be completed at a later date
- General Clean Up
  - Move/Store leftover IMWPs on the west side of the site; Please coordinate with Steve Kramer of PeopleService
  - Power spray spilled paint from concrete

- All miscellaneous debris, unused materials, paint, nails, demolished equipment and lighting to be removed from the site

## MECHANICAL

- SCREENING ROOM: Ductwork connecting to new MUA unit to be demolished and replaced with new G-90 galvanized coating duct and sealed
- SCREENING ROOM: Replacement of (3) Grilles
- Testing Adjusting & Balancing by Owner*
  - Do test results need attention
- Ductwork testing by Owner*
  - Do test results need attention
- MUA Unit Start-Up Service

## TEMPERATURE CONTROLS

- BLOWERS ROOM: New thermostat to be installed

## PLUMBING

- RESTROOM: Clean/Unplug bathroom sink due to green paint stains

## ELECTRICAL

- All ELECTRICAL work needs to be completed per the plans and specifications
  - Connection made to MUA Unit
  - Connections made to (2) Exhaust Fans
  - Stainless steel conduit to be used
  - Penetrations sealed at the wall
- All ELECTRICAL work pertaining to the Security System to be completed per ITC-01
- Reinstall/Replace exterior wall pack lighting
  - Need to submit pricing to Axiom for approval
  - Shop drawings



## GENERAL REQUIREMENTS

- Shop Drawings
  - 07 4213.19 Need to provide updated warranty information per the Architects notes.
  - 07 5400 Need to provide the balance of information needed per the Architects notes.
  - Division 8: Door Submittals
    - Hardware
    - New Doors/Frames
- Closeout Submittals
  - Project Record Docs (As-Builts)
  - IO&M Manuals (Installation, Operation & Maintenance)
    - MUA Unit
    - Exhaust Fans
  - Warranties
    - IMWP
    - Roof
    - Testing, Adjusting & Balancing – By Owner*
    - Exhaust Fans
    - MUA Unit
  - Other:

END OF LIST



SHOP DRAWING LOG

PROJECT NAME: Riverside Wastewater Treatment Plant Renovations

CLIENT: Spectra Build

AXC PROJECT NUMBER: 220181

DIV 04 - MASONRY						
SPEC #	AXIOM SUBMITAL # (1A, 2A, 1B, 2B, etc.)	ITEM	DATE RECEIVED	STATUS (1)	REVIEWED BY	DATE RELEASED
04 0100	1A	Masonry Cleaners	10/17/2023	NE	HZA	10/23/2023

DIV 07 - THERMAL & MOISTURE						
SPEC #	AXIOM SUBMITAL # (1A, 2A, 1B, 2B, etc.)	ITEM	DATE RECEIVED	STATUS (1)	REVIEWED BY	DATE RELEASED
07 4213.19	1A	INSULATED METAL WALL PANELS	2/21/2023	EAN	HZA/AXC	2/24/2023
07 2500	2A	WEATHER BARRIER	6/21/2023	NE	HZA	6/22/2023
07 5400	3A	TPO ROOFING	6/21/2023	EAN	HZA	6/22/2023
07 6200	4A	Sheet Metal Flashings and Trims	10/17/2023	NE	HZA	10/23/2023

DIV 08 - OPENINGS						
SPEC #	AXIOM SUBMITAL # (1A, 2A, 1B, 2B, etc.)	ITEM	DATE RECEIVED	STATUS (1)	REVIEWED BY	DATE RELEASED
08 1000		Doors and Frames				
08 7000		Hardware				

DIV 23 - HVAC						
SPEC #	AXIOM SUBMITAL # (1A, 2A, 1B, 2B, etc.)	ITEM	DATE RECEIVED	STATUS (1)	REVIEWED BY	DATE RELEASED
23 7433	1A	Makeup Air Unit	5/2/2023	EAN	JCL	5/8/2023
23 3416	2A	HVAC Power Ventilators	5/2/2023	NE	JCL	5/8/2023
23 3713	3A	Diffuser, Registers & Grilles	5/2/2023	NE	JCL	5/8/2023
23 3113	4A	HVAC Ducting	10/17/2023	EAN	JCL	10/23/2023

DIV 26 - ELECTRICAL						
SPEC #	AXIOM SUBMITAL # (1A, 2A, 1B, 2B, etc.)	ITEM	DATE RECEIVED	STATUS (1)	REVIEWED BY	DATE RELEASED
26 0519	1A	Electrical Wire	10/17/2023	EAN	KM	10/23/2023
26 0533.13	1A	Electrical Conduit	10/17/2023	EAN	KM	10/23/2023
26 0533.16	1A	Electrical Boxes	10/17/2023	EAN	KM	10/23/2023
26 5600	2A	Exterior Lighting	10/23/2023	EAN	KM	10/24/2023

Status (1) NE - No Exceptions (Approved)

EAN - Exceptions As Noted (Approved but with comments)

RR - Revise and Resubmit (Not Approved comments as noted)

REJ - Rejected (Resubmit no comments)

Submittal # Protocol: First Submittal from any Division Section shall be 1A.

If, RR or REJ on Submittal 1A, ReSubmittal shall be 1B.

Second (or new equip/component) of same Division Section shall be 2A, and so forth.

RESOLUTION #2023-XX

RESOLUTION APPROVING THE STREET FINANCIAL REPORT FOR  
FISCAL YEAR ENDING JUNE 30, 2022

Whereas, the City of Riverside City Council has reviewed the FY 22-23 Street Financial Report for the City of Riverside as submitted by the City Clerk for the City of Riverside.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Street Financial Report for the fiscal year ending June 30, 2023 as prepared by the City Clerk for the City of Riverside, Iowa.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 6th day of November, 2023

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk



## Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$45,937						\$45,937
Benefits - Roads/Streets	\$17,214						\$17,214
Building & Grounds Maint. & Repair	\$5,782						\$5,782
Vehicle & Office Equip Operation and Repair	\$2,227	\$52					\$2,279
Operational Equipment Repair	\$22,332	\$7,607					\$29,939
Street Lights	\$28,193						\$28,193
Insurance	\$7,842						\$7,842
Street Maintenance Expense	\$12,433	\$637					\$13,070
Other Contract Services		\$36,941	\$296,161		\$290,942		\$624,044
New Posts & Signs		\$6,463					\$6,463
Street - Capacity Improvement					\$3,434,766		\$3,434,766
Transfer Out	\$800,000	\$100,000	\$1,980,000			\$18,500	\$2,898,500
Snow Removal		\$3,607					\$3,607
Depreciation & Building Utilities	\$5,223						\$5,223
Snow Removal Salaries	\$4,245						\$4,245
<b>Total</b>	<b>\$951,428</b>	<b>\$155,307</b>	<b>\$2,276,161</b>		<b>\$3,725,708</b>	<b>\$18,500</b>	<b>\$7,127,104</b>

## Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$950,834		\$0	\$0			\$950,834
Other Taxes (Hotel, LOST)			\$1,896,191				\$1,896,191
Interest	\$594						\$594
State Revenues - Road Use Taxes		\$145,868					\$145,868
Local Contributions					\$108,538		\$108,538
Charges/fees						\$19,061	\$19,061
Transfer In					\$2,898,500		\$2,898,500
<b>Total</b>	<b>\$951,428</b>	<b>\$145,868</b>	<b>\$1,896,191</b>	<b>\$0</b>	<b>\$3,007,038</b>	<b>\$19,061</b>	<b>\$6,019,586</b>





Bureau of Local Systems

Ames, IA 50010

## City Street Finance Report

Fiscal Year 2023

Riverside

10/31/2023 2:55:32 PM

### Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
<b>Total</b>						

(22)





Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2023

Riverside

10/31/2023 2:55:32 PM

### Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
SIMPLICITY BRUSH SWEEPER	2004	Purchased	\$5,000	No Change
LONG TRACTOR W/ DISC MOWER	1980	Purchased	\$30,000	No Change
GMC SIDE KICK TRUCK	1990	Purchased	\$15,508	No Change
CHEVY SILVERADO 1 TON TRUCK	2017	Purchased	\$55,000	No Change
SKID LOADER	2008	Purchased	\$17,900	No Change
CASE LOADER TRACTOR	1994	Purchased	\$12,500	Sold
CHEVY 1 TON TRUCK	2008	Purchased	\$40,000	No Change
DODGE RAM DIESEL	2020	Purchased	\$38,177	No Change
DEUTZ-FAHR TRACTOR	2022	Purchased	\$4,143,500	New

(23)

### Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$180	\$13,215	\$989,472	\$0	\$1,213,166	\$5,557	\$2,221,590
SubTotal Expenses (-)	\$151,428	\$55,307	\$296,161		\$3,725,708		\$4,228,604
Transfers Out (-)	\$800,000	\$100,000	\$1,980,000			\$18,500	\$2,898,500
Subtotal Revenues (+)	\$951,428	\$145,868	\$1,896,191	\$0	\$108,538	\$19,061	\$3,121,086
Transfers In (+)					\$2,898,500		\$2,898,500
Ending Balance	\$180	\$3,776	\$609,502	\$0	\$494,496	\$6,118	\$1,114,072

Resolution Number: 2023-78

Execution Date: Monday, November 6, 2023

Signature: Becky LaRoche

RESOLUTION #2023-xx

RESOLUTION APPROVING PAY REQUEST #4 TO SPECTRA BUILD FOR THE WASTEWATER TREATMENT PLANT PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk and it is the opinion of the City Engineering Firm that the City Council accept this pay request #4 in the amount of \$77,596.82 for payment of this project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #4 for work done on the Wastewater Treatment Plant Project through 10/31/23.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6<sup>TH</sup> day of November 2023.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk





## Progress Billing

Application: 4

Period: 10/31/2023

**Owner:** City of Riverside  
60 Greene St  
Riverside IA 52327

**Job Location:** Riverside WWTP Renovations 22041  
1197 Vine Ave  
Riverside IA 52327

### Application For Payment On Contract

Original Contract.....	299,700.00
Net Change by Change Orders.....	57,587.58
Contract Sum to Date.....	357,287.58
Total Complete to Date.....	312,435.80
Total Retained.....	14,796.94
Total Earned Less Retained.....	297,638.86
Less Previous Billings.....	220,042.04
Current Payment Due.....	77,596.82
Balance on Contract.....	59,648.72

### Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: 

Date: 11/1/2023

  
Approved: Adrianne M. Bricker 11/01/2023  
Project Manager/Coordinator

Terms: Invoices are due and payable from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: Spectra Build

Thank you for your prompt payment.

**PROGRESS BILLING**

Application: 4

Period: 10/31/2023

**Schedule of Work Completed**

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Bond Fees	6,741.60		6,741.60	6,741.60			6,741.60	100.00		337.08
Temporary Construction	2,253.90		2,253.90	500.00	1,503.90		2,003.90	88.91	250.00	100.20
General Materials	1,123.60		1,123.60	350.00	773.60		1,123.60	100.00		56.18
General Labor/Cleaning	1,411.20		1,411.20	250.00	661.20		911.20	64.57	500.00	45.56
Temporary Toilets	421.35		421.35	100.00	321.35		421.35	100.00		21.07
Dumpster/Landfill	2,247.20		2,247.20	750.00	1,497.20		2,247.20	100.00		112.36
Equipment	2,809.00		2,809.00	1,750.00	1,059.00		2,809.00	100.00		140.45
Interior Paint Scrape/Prep	5,265.80		5,265.80	4,739.22	526.58		5,265.80	100.00		263.29
CMU Efflorescence Cleanin	5,265.80		5,265.80	4,739.22	526.58		5,265.80	100.00		263.29
Exterior Signage Removal/R	1,411.20		1,411.20	400.00			400.00	28.34	1,011.20	20.00
Misc Demolition	705.60		705.60	400.00	305.60		705.60	100.00		35.28
CMU Repointing/Patching	2,809.00		2,809.00	2,809.00			2,809.00	100.00		140.45
Steel Angle @ Openings	4,782.00		4,782.00	2,200.00	2,582.00		4,782.00	100.00		239.10
Roofing Package	67,977.80		67,977.80	60,477.80	7,500.00		67,977.80	100.00		3,398.89
Coping-2x blocking	898.88		898.88		898.88		898.88	100.00		44.94
IMWP Package	122,472.40		122,472.40	117,472.40	5,000.00		122,472.40	100.00		6,123.62
Blower Exhaust Extension	1,685.40		1,685.40	1,685.40			1,685.40	100.00		84.27
Fluid Applied Vapor Barrier	8,893.29		8,893.29	8,893.29			8,893.29	100.00		444.66
Joint Sealant/Caulking	751.30		751.30		751.30		751.30	100.00		37.57
Painting Package	12,582.48		12,582.48		12,582.48		12,582.48	100.00		629.12
HVAC Package	40,449.60		40,449.60		39,449.60		39,449.60	97.53	1,000.00	1,972.48
Electrical Package	6,741.60		6,741.60		5,741.60		5,741.60	85.17	1,000.00	287.08
Change Order# 1		1,992.38	1,992.38						1,992.38	
Change Order# 2		16,497.00	16,497.00	16,497.00			16,497.00	100.00		
Change Order# 3		37,983.00	37,983.00						37,983.00	
Change Order# 4		1,115.20	1,115.20						1,115.20	
<b>Totals:</b>	<b>299,700.00</b>	<b>57,587.58</b>	<b>357,287.58</b>	<b>230,754.93</b>	<b>81,680.87</b>		<b>312,435.80</b>	<b>87.45</b>	<b>44,851.78</b>	<b>14,796.94</b>

(27)



RESOLUTION #2023-xx

RESOLUTION APPROVING PAY REQUEST #1 TO BOWKER  
MECHANICAL CONTRACTORS LLC FOR  
WATER TREATMENT PLANT PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk and it is the opinion of the City Engineering Firm that the City Council accept this pay request #1 in the amount of \$156,750.00 for payment of this project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #1 for work done on the Water Treatment Plant Project through 9/30/23.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6<sup>TH</sup> day of November 2023.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# PAYMENT APPLICATION

<b>TO:</b> City of Riverside, Iowa 60 Greene Street Riverside IA 52327	<b>PROJECT NAME AND LOCATION:</b> City of Riverside WTP Plant Improvements 3126 IA-22 Riverside IA 52327	<b>APPLICATION #</b> 1  <b>PERIOD THRU:</b> 09/30/2023  <b>Owner Project #:</b>	<b>Distribution to:</b>  ___ OWNER  ___ ARCHITECT  ___ CONTRACTOR
<b>FROM:</b> Bowker Mechanical Contractors LLC 1000 32nd Ave SW Cedar Rapids IA 52404	<b>ARCHITECT:</b> VEENSTRA & KIMM INC 2600 University Pkwy, Ste 1 Coralville IA 52241	<b>DATE OF CONTRACT:</b> 7/17/2023  <b>Bowker Project #:</b> 23M0670	

## CONTRACTOR'S SUMMARY OF WORK

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

<b>1. CONTRACT AMOUNT</b>	550,000.00
<b>2. SUM OF ALL CHANGE ORDERS</b>	0.00
<b>3. CURRENT CONTRACT AMOUNT</b> (Line 1 + 2)	550,000.00
<b>4. TOTAL COMPLETED AND STORED</b> (Column G on Continuation Page)	165,000.00
<b>5. RETAINAGE:</b>	
A. 5% Of Completed Work (Columns D+ E on Continuation Page)	8,250.00
B. 5% of Material Stored (Column F on Continuation Page)	0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	8,250.00
<b>6. TOTAL COMPLETED AND STORED LESS RETAINAGE:</b> (Line 4 minus Line 5 Total)	156,750.00
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:</b>	0.00
<b>8. CURRENT PAYMENT DUE:</b>	156,750.00
<b>9. BALANCE TO FINISH:</b> Line 3 - Line 6	393,250.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	0.00	0.00
Total approved this month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES	0.00	

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

CONTRACTOR: Bowker Mechanical Contractors

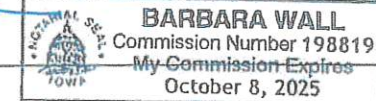
By: Karen Stone Date: 09/29/2023

State of: Iowa

County of: Linn  
Subscribed and sworn to before me this 29<sup>th</sup> day of September, 2023

Notary Public:

My Commission Expires:



## ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT: .....156,750.00

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

ARCHITECT: VEENSTRA & KIMM INC

By: Dave Selby Date: 9-29-2023

## OWNER APPROVAL

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



**PAYMENT APPLICATION DETAILS**

**Customer:** City of Riverside, Iowa  
**Project:** City of Riverside WTP Plant Improvements

**Application Number:** 1  
**For Period Ending:** 09/30/2023

A	B	C	D		E	F	G		H	I
Item Number - Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value		
		From Previous Application	This Period Value							
01	Mobilization / General Conditions	45,000.00	0.00	15,000.00	0.00	15000.00	33.33	30,000.00	750.00	
02	Demolition	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	
03	Structural Steel - Material	75,000.00	0.00	70,000.00	0.00	70000.00	93.33	5,000.00	3,500.00	
04	Structural Steel - Labor	69,000.00	0.00	40,000.00	0.00	40000.00	57.97	29,000.00	2,000.00	
05	Process Piping - Material	120,000.00	0.00	0.00	0.00	0.00	0.00	120,000.00	0.00	
06	Process Piping - Shop Labor	142,100.00	0.00	35,000.00	0.00	35000.00	24.63	107,100.00	1,750.00	
07	Process Piping - Field Labor	78,400.00	0.00	5,000.00	0.00	5000.00	6.38	73,400.00	250.00	
08	Electrical / Process Controls - Material	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00	
09	Electrical / Process Controls - Labor	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00	0.00	
<b>TOTAL:</b>		550,000.00	0.00	165,000.00	0.00	165000.00	30.00	385,000.00	8,250.00	

RESOLUTION #2023-xx

RESOLUTION APPROVING PAY REQUEST #2 TO  
BOWKER MECHANICAL CONTRACTORS LLC FOR  
WATER TREATMENT PLANT PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk and it is the opinion of the City Engineering Firm that the City Council accept this pay request #2 in the amount of \$ 211,612.50 for payment of this project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #2 for work done on the Water Treatment Plant Project through 10/31/23.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6<sup>TH</sup> day of November 2023.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk



# PAYMENT APPLICATION

**TO:** City of Riverside, Iowa  
60 Greene Street  
Riverside IA 52327

**PROJECT NAME AND LOCATION:** City of Riverside WTP Plant Improvements  
3126 IA-22  
Riverside IA 52327

**APPLICATION #** 2  
**PERIOD THRU:** 10/31/2023  
**Owner Project #:**

**Distribution to:**  
\_\_\_ OWNER

**FROM:** Bowker Mechanical Contractors LLC  
1000 32nd Ave SW  
Cedar Rapids IA 52404

**ARCHITECT:** VEENSTRA & KIMM INC  
2600 University Pkwy, Ste 1  
Coralville IA 52241

**DATE OF CONTRACT:** 7/17/2023  
**Bowker Project #:** 23M0670

\_\_\_ ARCHITECT  
\_\_\_ CONTRACTOR

## CONTRACTOR'S SUMMARY OF WORK

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

<b>1. CONTRACT AMOUNT</b>	550,000.00
<b>2. SUM OF ALL CHANGE ORDERS</b>	0.00
<b>3. CURRENT CONTRACT AMOUNT</b> (Line 1 + 2)	550,000.00
<b>4. TOTAL COMPLETED AND STORED</b> (Column G on Continuation Page)	387,750.00
<b>5. RETAINAGE:</b>	
A. 5% Of Completed Work (Columns D+ E on Continuation Page)	19,387.50
B. 5% of Material Stored (Column F on Continuation Page)	0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	19,387.50
<b>6. TOTAL COMPLETED AND STORED LESS RETAINAGE:</b> (Line 4 minus Line 5 Total)	368,362.50
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:</b>	156,750.00
<b>8. CURRENT PAYMENT DUE:</b>	211,612.50
<b>9. BALANCE TO FINISH:</b> Line 3 - Line 6	181,637.50

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	0.00	0.00
Total approved this month	0.00	0.00
<b>TOTALS</b>	0.00	0.00
<b>NET CHANGES</b>	0.00	

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

CONTRACTOR: Bowker Mechanical Contractors

By: Karen Moore Date: 10/27/2023

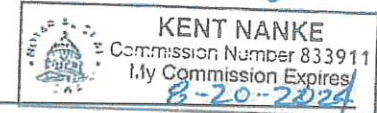
State of: Iowa

County of: Linn

Subscribed and sworn to before me this 27th day of October 2023

Notary Public: Kent Nanke

My Commission Expires:



## ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT: .....211,612.50

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

ARCHITECT: VEENSTRA & KIMM INC

By: Dave Selig Date: 10/30/2023

## OWNER APPROVAL

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

**PAYMENT APPLICATION DETAILS**

Customer: City of Riverside, Iowa  
 Project: City of Riverside WTP Plant Improvements

Application Number: 2  
 For Period Ending: 10/31/2023

A	B	C	D		E	F	G		H	I
			From Previous Application	This Period Value			Materials Presently Stored	Completed and Stored To Date		
Item Number - Description		Scheduled Value								
01	Mobilization / General Conditions	45,000.00	15000.00	10,000.00	0.00	25000.00	55.56	20,000.00	1,250.00	
02	Demolition	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	
03	Structural Steel - Material	75,000.00	70000.00	2,500.00	0.00	72500.00	96.67	2,500.00	3,625.00	
04	Structural Steel - Labor	69,000.00	40000.00	19,000.00	0.00	59000.00	85.51	10,000.00	2,950.00	
05	Process Piping - Material	120,000.00	0.00	100,000.00	0.00	100000.00	83.33	20,000.00	5,000.00	
06	Process Piping - Shop Labor	142,100.00	35000.00	85,000.00	0.00	120000.00	84.45	22,100.00	6,000.00	
07	Process Piping - Field Labor	78,400.00	5000.00	3,500.00	0.00	8500.00	10.84	69,900.00	425.00	
08	Electrical / Process Controls - Material	1,500.00	0.00	250.00	0.00	250.00	16.67	1,250.00	12.50	
09	Electrical / Process Controls - Labor	9,000.00	0.00	2,500.00	0.00	2500.00	27.78	6,500.00	125.00	
<b>TOTAL:</b>		<b>550,000.00</b>	<b>165,000.00</b>	<b>222,750.00</b>	<b>0.00</b>	<b>387750.00</b>	<b>70.50</b>	<b>162,250.00</b>	<b>19,387.50</b>	

(33)



RESOLUTION #2023-XX

RESOLUTION TO APPROVE PROFESSIONAL SERVICES  
AGREEMENT WITH AXIOM CONSULTANTS FOR  
HALL PARK BOAT RAMP PHASE 1

Whereas, the City of Riverside City Council agrees to enter into a Profession Services Agreement with Axiom Consultants for engineering services for Hall Park Boat Ramp Phase 1.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this attached agreement for this project.

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

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

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 6<sup>th</sup> day of November, 2023

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

## PROFESSIONAL SERVICES AGREEMENT (PSA)

This **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "**Agreement**" or "**PSA**") sets forth the terms and conditions between:

CLIENT NAME City of Riverside Iowa (hereinafter referred to as "**RIV, Owner, Client**")  
 located at 60 Greene St, Riverside, IA 52327  
 and Axiom Consultants, LLC (hereinafter referred to as "**AXC or Engineer**")  
 located at 300 South Clinton Street #200, Iowa City, IA 52240  
 the effective date of this agreement shall be 10/17/2023 (hereinafter referred to as "**effective date.**")

Engineer and Client may be referred to in this agreement individually as "**Party**" and collectively as "**Parties.**"

**WHEREAS**, Engineer is an Iowa Limited Liability Company (LLC) with its principal place of business as listed above and Client seeks to procure certain professional services from Engineer from time to time; and Engineer possesses the requisite skills and experience to provide such services, all upon the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Engineer and Client agree as follows:

### 1. DEFINITIONS AND RESPONSIBILITIES

- 1.1. "**Addenda**" written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Issued for Construction documents.
- 1.2. "**Agreement**" this written contract for professional services between Client and Engineer, including all exhibits and any duly executed amendments.
- 1.3. "**Application for Payment**" Engineer's standard invoicing form; otherwise a form acceptable to Engineer which is to be submitted to Client during the course of the Work in requesting progress or final payments.
- 1.4. "**As-Builts**" drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service (unless otherwise noted) and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- 1.5. "**Authority Having Jurisdiction (AHJ)**" any party(s) having control over a project (or any portion of a project) being approved per their regulations. These include but are not limited to county, city, and municipal boards, councils, or other governing bodies. May also include private boards or stakeholder, franchise utilities, federal regulators or permitting bodies, or other involved parties.
- 1.6. "**Constructor**" any person or entity (not including Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Client's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 1.7. "**Consultants**" individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subconsultants; or vendors.
- 1.8. "**Documents**" means any and all data, reports, drawings, specifications, record drawings, building information models, civil integrated models, and any other deliverables, whether in printed or electronic or other format, provided or furnished by Engineer to Client pursuant to this Agreement.
- 1.9. "**Issued for Construction Documents (IFC)**" plans and specifications issued by Engineer after all reviews and approvals by the AHJ have been completed and after all bidding and addenda processes. These documents will be sealed by Engineer with signatures on all applicable title blocks and will be annotated as



"Issued for Construction." This set should be the official set utilized by the Contractor in undertaking the Construction of the Project.

- 1.10. **"Professional Services Agreement Amendment (PSAA)"** a document provided as a revision to this Agreement, detailing additional services requested by Engineer and approved by Client. These documents will update and addend the overall scope and fee for all applicable services.
- 1.11. **"Reimbursable Expenses"** the expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project. These expenses generally include but are not limited to advertising/publishing costs, permitting fees, franchise utility fees, and other similar costs of executing the overall project on behalf of Client. AXC will do its best to identify these costs for Client during the course of design.
- 1.12. **"Shop Drawings"** all drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
- 1.13. **"Site"** lands or areas to be indicated in the IFCs as being furnished by Client upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Client which are designated for the use of Contractor.
- 1.14. **"Specifications"** the part of the IFCs that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- 1.15. **"Subconsultant"** an individual or entity having a direct contract with Engineer for the performance of a part of the Work.
- 1.16. **"Subcontractor"** an individual or entity having a direct contract with Client or Owner for the performance of a part of the work.
- 1.17. **"Supplier"** a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

## 2. SERVICES OF ENGINEER

- 2.1 **Scope.** Engineer shall provide, or cause to be provided, the services set forth herein and in *Exhibit A*.
- 2.2 **Guarantee of Approval.** Engineer does not imply, guarantee, or warrant approval of any stage of the project in regards to processes involving political or opinion-based AHJ procedures. Items involving, but not limited to: approvals by boards, councils, commissions, and other similar entities shall not be the responsibility of Axiom or any of its Subcontractors.
- 2.3 **Guarantee of Financial Viability or Success.** Engineer does not imply, guarantee, or warrant the financial viability of a project by the Owner, or any of its Associates or Subcontractors, at any stage of the project, unless Exhibit A includes Scope which specifically defines designing to a set budgetary constraint. Budgetary and final pricing requirements of the Owner are the responsibility of the Owner, its Contractor(s), and any of its Subcontractors. Additional contractual information on this item is included in paragraph 6.3

## 3. CLIENT'S RESPONSIBILITIES

- 3.1 **General.** Client shall have the following responsibilities at a minimum:
  - 3.2.1. Client shall pay Engineer as set forth in Exhibit A and per the Terms of Section 5 below.
  - 3.2.2. Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other

information furnished by Client to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- 3.2.3. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:
- 3.2.3.1. Any development that affects the scope or time of performance of Engineer's services;
  - 3.2.3.2. The presence at the Site of any Constituent of Concern; or
  - 3.2.3.3. Any relevant, material defect, or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Client's performance of its responsibilities under this Agreement.

#### 4. SCHEDULE FOR RENDERING SERVICES

- 4.1 **Timeframe.** Engineer shall complete its obligations within a reasonable time. When applicable and/or when known at the issuance of this Agreement, specific periods of time for rendering services, or specific dates by which services are to be completed, will be indicated in Exhibit A. These dates shall hereby be agreed upon as reasonable. If not defined at the time of execution of this contract, AXC and Client shall agree upon a reasonable schedule and put that schedule into writing.
- 4.2 **Materials Required.** If specific materials are required for the timely and scheduled execution of Engineer's services – these materials will be supplied by Client or Client's subconsultants. These materials may include but are not limited to: property information, legal information, geotechnical reports, pre-engineered building reaction information, CAD or BIM models, lighting design requirements, fixture selection, specialty equipment information and schedules, and other required items. Engineer will make every effort to notify Client of these delays and will continue to do so until these materials are received. Delay in the receipt of the required materials will be subject to the terms below.
- 4.3 **Changes in Timing.** If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be appropriately adjusted.
- 4.4 **Right to Additional Compensation.** If Client authorizes or requests changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 4.5 **Cause for Delay.** Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

#### 5. INVOICING and PAYMENT

- 5.1 **Payment Terms.** Unless otherwise set forth in Exhibit A, Engineer will invoice Client on a monthly basis for services actually rendered. Engineer will make best effort to comply with all reasonable invoicing procedures requested by Client. All Engineer's invoices shall be paid by Client within thirty (30) days of the invoice date.
- 5.2 **Non-Payment.** In the event that Engineer is not paid within thirty (30) days of Client's receipt of an invoice, in addition to all legal and equitable remedies available, Engineer may charge interest on such unpaid amounts at a rate of one and one-half percent (1.5% per month), which is 18% per annum, or the maximum amount of interest then-allowed by Iowa law, whichever is larger, from the date such payment was due until the date paid; and/or suspend the performance of all services hereunder without liability or breach until all delinquent amounts have been paid in full.
- 5.3 **Disputed Invoices.** If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and

said disputed portion shall be resolved with Axiom Consultants within thirty (30) days. If the invoicing dispute is not resolved within this timeframe then the invoice shall become due per the terms of this agreement.

- 5.4 **Taxes.** Engineer is solely responsible for payment of income, social security, and/or other employment taxes due and owing to proper taxing authorities, and Client agrees no deduction of any taxes will be taken from any payments made to Engineer.
- 5.5 **Retainage.** In no circumstance shall Engineer's invoicing be subject to retainage withholding of any sort unless agreed to in Exhibit A.
- 5.6 **Out of Scope.** Fees for services not within the scope of this Agreement shall be completed at Engineer's standard hourly rates.
- 5.7 **Withholding of Deliverables.** At any time during the project, with or without notice, the Engineer may withhold deliverables to Client that are detailed and contracted in Exhibit A if those deliverables were created via work that is subject to non-payment per paragraph 5.2 above. Client will be required to make payment, and Engineer receive payment, prior to the transfer of said deliverables.

## 6. OPINIONS OF COST

- 6.1 **Typical.** Unless otherwise stated in Exhibit A, the following terms shall apply to all construction costs related to the design scope of any Agreement.
- 6.2 **Opinions of Probable Cost.** Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. Because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, nor over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Opinions of probable cost are provided only as a courtesy and general guide to Client if requested. If a formal Opinion of Cost is needed, Client shall seek the services of an independent Cost Opinion Consultant.
- 6.3 **Designing to Construction Cost Limit.** If a Construction Cost limit is established between Client and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit A. Engineer does not design to cost limits unless expressly contracted to do so.
- 6.4 **Opinions of Total Project Costs.** The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting Client in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## 7. GENERAL CONDITIONS

- 7.1 **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession(s) practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 7.2 **Technical Accuracy.** Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished or Subcontractor-furnished Information.
- 7.3 **Subconsultants.** Engineer may retain such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.
- 7.4 **Reliance on Others.** Engineer and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.



- 7.5 **Compliance with Laws and Regulations.** Engineer shall comply with all applicable Laws and Regulations related to the Project. Engineer shall comply with any and all policies, procedures, and instructions of the Owner that the Owner includes in Exhibit A of this Agreement and which are applicable to Engineer's performance of services. These will be subject to the Standard of Care listed in 7.1 of this Agreement, and followed to the extent that compliance is not inconsistent with professional practice requirements. The effective Laws and Regulations shall be those which are in place as of the effective date of the Agreement.
- 7.6 **Signing and Certifying.** Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. Client agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- 7.7 **Supervision of Constructor(s.)** Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- 7.8 **Guarantee of Constructor Performance.** Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 7.9 **Construction Contract.** Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 7.10 **Bonding.** Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 7.11 **Legal.** Engineer's services do not include providing legal advice or representation.
- 7.12 **Site Safety.** While at the Site, Engineer, its Subconsultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Client's safety programs of which Engineer has been informed in writing.
- 7.13 **Design Without Construction Phase Services.** Engineer shall be responsible only for those Construction Phase services expressly defined in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Client assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Client waives all claims against Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

## **8. USE AND OWNERSHIP OF DOCUMENTS**

- 8.1 **Ownership and Property.** All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Engineer) whether or not the project is completed.
- 8.2 **Drawings and Specifications.** If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Client at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 8.3 **Limited License to Use Documents.** Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Client a limited license

to use the Documents on the Project, extensions of the Project, and for related uses of Client, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- 8.3.1 Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
- 8.3.2 Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its Officers, directors, members, partners, agents, employees and Consultants;
- 8.3.3 Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any use, reuse or modification of the Documents without written verification, completion or adaptation by Engineer; and
- 8.3.4 Such limited license to Client shall not create any rights in third parties.
- 8.3.5 If Engineer at Client's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.

## 9. CONFIDENTIALITY

- 9.1 **Engineer Agreement.** Engineer agrees to keep confidential and not to disclose to third parties any information provided by Client, or learned by Engineer during the course of this agreement unless Engineer has received the prior written consent of Client to make such disclosure. This obligation of confidentiality does not extend to any information that:
  - 9.1.1 Was in the possession of Engineer at the time of disclosure by Client, directly or indirectly.
  - 9.1.2 Is or shall become, through no fault of Engineer, available to the general public.
  - 9.1.3 Is independently developed and hereafter supplied to Engineer by a third party without restriction or disclosure.
  - 9.1.4 This provision shall survive expiration and termination of this Agreement.

## 10. INSURANCE

- 10.1 **Engineer Insurance.** Engineer warrants that it carries the following types of insurance with the following minimum amounts of coverage:
  - 10.1.1. General Liability - \$5,000,000
  - 10.1.2. Professional Liability - \$2,000,000
  - 10.1.3. Workers Compensation – per State of Iowa law

## 11. LIMITATION OF LIABILITY

- 11.1 **Limitation of Liability.** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or

implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

- 11.2 **Fee Shifting.** In the event Engineer is forced to engage legal counsel to enforce this Agreement or any provision thereof, Client shall reimburse and indemnify Engineer for the actual costs incurred by Engineer in said enforcement, including but not limited to, attorney's fees at the actual hourly rate customarily charged by Engineer's counsel for the time reasonably spent in enforcement activity. In addition, if Engineer institutes any proceeding to enforce this Agreement or any provision thereof, Engineer shall be entitled to recover all court costs, including but not limited to reasonable attorney's fees, regardless of whether such action is prosecuted to final judgment.

## 12. INDEMNIFICATION

- 12.1 **Indemnification by Both Parties.** Each party agrees to indemnify, and hold the other Party, its parent, affiliates, subsidiaries, assigns, and each of its and their directors, officers, partners, employees and agents (collectively the "indemnified parties") harmless from and against any and all suits, claims, proceedings, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees (collectively "losses"), which arise out of the performance or non-performance by the other Party, without limitation to Losses arising from and/or relating to (i) personal injury, or loss or damage to property resulting from an act, omission, or negligence of each Party; (ii) a breach by either Party of this Agreement; (iii) any claim, action or proceeding commenced against any of the indemnified parties alleging that personnel are employees of indemnified parties; (iv) each Party's conduct, actions, or inactions while on or in an indemnified parties' or a third party's premises and (v) taxes, penalties, interest and/or fines assessed by any governmental unit against any of the indemnified parties.
- 12.2 **Environmental Indemnification.** To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work Itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 12.3 **No Defense Obligation.** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- 12.4 **Percentage Share of Negligence.** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.
- 12.5 **Mutual Waiver.** To the fullest extent permitted by Laws and Regulations, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

## 13. CONCLUDING PROVISIONS

- 13.1 **Term and Termination.** This Agreement can be terminated at any time by either Party on fourteen (14) days advance written notice. In the event of non-payment by Client, Engineer may terminate the Agreement immediately per the terms of Article 5 of this Agreement.
- 13.2 **Notice.** All notices or other communications hereunder shall be required in writing and shall be given by personal delivery or by one-day overnight delivery UPS, FedEx, DHL addressed as set forth below:
- 13.2.1 Axiom Consultants, LLC  
300 South Clinton Street #200, Iowa City, IA 52240



- 13.3 **Return of Materials.** Upon expiration or cancellation of this Agreement by either Party for any reason, both Parties will relinquish to each other all software, programs, and files, documents, books, manuals, lists records, publications, or other writings or data that came into the possession of said Party in connection with this agreement.
- 13.4 **Non-Disparagement.** The Parties agree that each will refrain from disparaging or casting negative aspersion on the other, including its officers, directors, employees, agents or members.
- 13.5 **Dissolution.** In the event of dissolution of Client, Client shall still be liable to Engineer for, and shall pay Engineer, a lump sum payment prior to such dissolution, the full monetary amount or equivalent of all compensation that would be due to Engineer. In the event of any merger, consolidation, or reorganization involving either Party, this Agreement shall become an obligation of any legal successors or successor.
- 13.6 **Severability Clause.** If any provision of this Agreement is invalid, that provision shall be disregarded, and the remainder of this Agreement shall be construed as if the invalid provision had not been included.
- 13.7 **Entire Agreement.** The Agreement contains the entire Agreement between the Parties. It may not be changed orally but only in writing signed by both parties.
- 13.8 **No Assignment.** Each Party shall not subcontract, assign, or delegate any of its rights, responsibilities, or duties under this Agreement without the express prior written consent of the other party.
- 13.9 **No Waiver.** No waiver by either Party shall be held to be a waiver of any other or subsequent breach.
- 13.10 **Successors and Assigns.** All rights conferred by this Agreement, shall be binding upon, insure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of parties hereto.
- 13.11 **Governing Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Iowa and any dispute under this Agreement must be brought in Johnson County, Iowa. The Parties hereby consent to personal jurisdiction in such courts, and irrevocably waive any right to challenge venue and/or jurisdiction therein, and further waive any argument arising from the doctrine of forum non conveniens.
- 13.12 **Alternative Dispute Resolution.** Any dispute, controversy or claim, arising out of or relating to this Agreement, or a breach thereof, shall be settled by single-arbitrator arbitration at the election of either party in accordance with the rules of the American Arbitration Association and judgment upon such award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Prior to invoking the arbitration provision hereof, the parties shall negotiate any such dispute, controversy or claim in good faith for a reasonable period of time, and shall, upon the request of either party, submit such dispute, controversy or claim to nonbinding mediation.
- 13.13 **Counterparts.** Facsimile copies or other electronically transmitted copies hereof shall be deemed to be originals and if any signature is delivered by facsimile transmission or in a ".pdf" format data file (or a similar electronic/digital format), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original.

**In WITNESS WHEREOF, the parties hereto have executed this agreement, the effective date of which is indicated on Page 1.**

**CLIENT**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

**ENGINEER**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

**EXHIBIT A**

*Scope and Fee Attachment*

*\*This exhibit must be attached to a Professional Services Agreement (PSA) to form a complete contract. Per the terms of the contract, this exhibit sets the terms of the scope of work, and payment therefore, under the contract.*

**PART 1 – BASIC SERVICES**

**1. DUE DILIGENCE PHASE TOTAL FEE: \$1,700.00**

- A. Engineer's due diligence services to be completed prior to the start of design or subsequent to the start of design include:
  - 1. **PROJECT REQUIREMENTS.** Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
  - 2. **SITE WALKDOWN/VISIT.** Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
  - 3. **TOPOGRAPHIC SURVEY/UTILITY/BOUNDARY SURVEY.** Iowa One-Call Design Locate and coordination with utilities. Topographic survey of site and 50' extents beyond – including utilities. Right-of-way and easement research and determination. Utility investigation on site: condition, material, and exploratory work. Determine property corners, lines, and setbacks. Establish control and benchmarks for future use. ALTA Survey can be provided for an additional fee.
  - 4. **INFORMATION GATHERING.** Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
  - 5. **INFORMATION EVALUATION.** When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
  - 6. **AHJ CONSULTING and RESEARCH.** Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer.
  - 7. **MEETING ASSUMPTIONS.**
    - a. City Council meetings to discuss projects at the following levels: Planning, Concept, Design, and Bid.

**2. SCHEMATIC DESIGN PHASE TOTAL FEE: \$2,500.00**

- A. The Schematic Design Phase will include the following: Existing conditions and demolition elements, Future expansion indications, Site entry points defined showing proposed entry reconfigurations, Driveway basic layouts, Parking location and dimensions, Walkway and trail connection schematic layouts created, Schematic layouts of site utilities, Preliminary grading plan, Preliminary site lighting plan (if needed).

**3. DESIGN DEVELOPMENT PHASE TOTAL FEE: \$2,370.00**

- A. The Design Development Phase will include the following: General dimensions and elevations, Permanent exterior signage developed, Parking and roadway plans and elevations, Pedestrian pathway plans (sidewalks and trails), Vehicle and pedestrian traffic controls, Grading plan, Site lighting plan coordination (with Electrical), Concept details of site fixtures and equipment, Utility plans with elevations and details, Initial utility coordination with AHJ,

Utility calculations as required, and Soil erosion and sedimentation control plan for construction and post construction.

**4. PERMITTING AND CONSTRUCTION DOCUMENTS PHASE TOTAL FEE: \$3,880.00**

- A. The Construction Documents Phase will include the following: Extent of construction area delineated and indicated, Final traffic control plan, Construction site access and staging area determination, Underground utility profiles, Final verification of pipe sizing, Pavement markings and wayfinding, Final SWPPP, and all applicable details and notes finalized.
- B. Permitting shall consist of assisting the City of Riverside with all necessary permitting as it relates to Iowa Department of Natural Resources (IDNR), specifically related to work within the floodplain for grading and shoreline stabilization along the English River, as well as clearing and grubbing within the floodplain. If any permitting is deemed necessary with United States Corps of Engineers (USACE), additional scope and fee is to be presented and approved prior to proceeding.

**5. BIDDING AND CONTRACT PHASE TOTAL FEE: \$800.00**

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - 2. Prepare and Issue Addenda as appropriate to clarify, correct, or change the issued documents.
  - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  - 4. Consult with Owner as to the qualifications of prospective contractors.
  - 5. Consult with Owner as to the qualifications of sub-contractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
  - 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  - 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.



**6. CONSTRUCTION PHASE**

TOTAL FEE: \_\_\_\_\_ Hourly

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
  3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
  4. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
  5. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
  6. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  7. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
  8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
    - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
10. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
11. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
12. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
13. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
14. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
15. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
16. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
17. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
18. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide Information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
20. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be



assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

21. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  22. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  23. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

**PART 2 – NOT USED**

**PART 3 – PAYMENT and TOTALS**

**BASIC SERVICES BREAKDOWN**

1.	<u>DUE DILIGENCE TOTAL</u>	<u>\$1,700.00</u>
2.	<u>SCHEMATIC DESIGN TOTAL</u>	<u>\$2,500.00</u>
3.	<u>DESIGN DEVELOPMENT TOTAL</u>	<u>\$2,370.00</u>
4.	<u>PERMIT AND CONSTRUCTION DOCUMENTS TOTAL</u>	<u>\$3,880.00</u>
5.	<u>BIDDING AND CONTRACT TOTAL</u>	<u>\$800.00</u>
6.	<u>CONSTRUCTION PHASE TOTAL</u>	<u>Hourly</u>
	<b>BASIC SERVICES TOTAL</b>	<b><u>\$11,250.00</u></b>

**2023 LABOR RATE SCHEDULE**

Principal	\$160.00
Senior Licensed Engineer	\$145.00
Licensed Engineer	\$130.00
Engineering Associate	\$110.00
Project Coordinator	\$120.00
Senior Designer	\$110.00
Designer	\$100.00
Professional Licensed Surveyor	\$145.00
Surveyor	\$110.00
Administration	\$ 70.00

**RESOLUTION #2023-XX**

**RESOLUTION APPROVING THE TRANSFER OF FUNDS FOR  
THE 2023-2024 BUDGET YEAR**

WHEREAS, the City of Riverside exercises the right to transfer funds per the certified budget for Fiscal Year 2023-2024.

1. Transfer \$700,000 from Casino Revenue Fund to the Capital Projects Fund, for capital projects, per certified budget.
2. Transfer \$100,000 from the Casino Revenue Fund to the Community Center Fund, for capital projects, per certified budget.
3. Transfer \$25,000 from Casino Fund to Fire Department Fund, for EMS calls, per certified budget.
4. Transfer \$ 55,000 from the Casino Fund to General Fund, for Law protection contract, per certified budget.
5. Transfer \$56,000 (40%) from the LOST Fund to the General Fund per certified budget, per ballot.
6. Transfer \$75,000 from the General Fund to the Fire Dept. Fund for fire protection, per certified budget.

THEREFORE, be it hereby resolved; the City of Riverside City Council directs the City Clerk to transfer funds in the amount of \$1,011,000 as approved for the 2023/2024 budget year.

It was moved by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, that the foregoing Resolution be adopted.

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

Ayes:

Nays:

Absent:



Passed by the City of Riverside City Council and approved this 6th day of November, 2023.

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

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

City of Riverside  
FY24 Budget - Transfers

	From	To	Description	FY23		FY24	
				Budget	12/31/22	Budget	Change
T 1	GENERAL	CAP PROJECT	001 TO 301	\$ 800,000	\$ 800,000	\$ -	\$ (800,000)
T 2	ROAD USE	CAP PROJECT	110 TO 301	\$ 100,000	\$ 50,000	\$ -	\$ (100,000)
TS	LOST	GENERAL	121 TO 001	\$ 120,000	\$ 120,000	\$ 56,000	\$ (64,000)
T 3	LOST	CAP PROJECT	121 TO 301	\$ 180,000	\$ 180,000	\$ 84,000	\$ (96,000)
T 4	CASINO	CAP PROJECT	145 TO 301	\$ 1,800,000	\$ 1,710,000	\$ 700,000	\$ (1,100,000)
T 3	CASINO	GENERAL - FIRE	145 TO 001			\$ 25,000	
T 4	CASINO	GENERAL -LAW	145 TO 001			\$ 55,000	
T 5	CASINO	COM CENTER	145 TO 302	\$ 100,000	\$ -	\$ 100,000	\$ -
T 6	STORM	CAP PROJECT	680 TO 301	\$ 18,500	\$ 6,000	\$ 22,000	\$ 3,500
T 7	<b>TOTAL TRANSFERS</b>			<b>\$ 3,118,500</b>	<b>\$ 2,866,000</b>	<b>\$ 1,042,000</b>	<b>\$ (2,076,500)</b>

001 - General → 002 FD \$100,000 less \$25,000, (Casino) = 75,000 City

RESOLUTION #2023-xx

RESOLUTION APPROVING THE WELLMARK HEALTH INSURANCE RENEWAL RATES FOR CITY OF RIVERSIDE FOR PLAN YEAR JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

WHEREAS, the City of Riverside City Council approves providing permanent full-time employees with health insurance coverage as one of their benefits.

THEREFORE, be it resolved the City of Riverside City Council does hereby approve Wellmark Blue Cross Blue Shield of Iowa as their insurance carrier for the plan year January 1, 2024 through December 31st, 2024, according to the City of Riverside's Employee Handbook approved on November 6, 2023.

Employees will be allowed to choose the from the plan options outlined below:

Plan Option 1:

Silver myBlue HDHP – City will pay 90 % for single coverage and 80% for family coverage. The City will also match employee monthly contributions to an HSA account at a rate of 2:1, up to a maximum city contribution of \$3,000 (\$1,500 employee contribution). Year 2024 increase .23%

Plan Option 2:

Gold EnhancedBlue Traditional Plan – Employee can apply the amount that would be paid toward Plan Option 1 (including \$3,000 HSA contribution) toward this option. The amount that the City pays cannot exceed the cost of the premium. Year 2024 increase 4.51%

2024 All Employees chose Option 1 = \$2054.07 monthly premium  
2023 premium \$2118.59 – 2024 premium \$2054.07 = 3.045% decrease.

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

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

Ayes:

Nays:

Passed and Approved by the City Council of Riverside, Iowa on this 6th day of November 2023.

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

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

Allen Schneider, Mayor

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

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

Becky LaRoche, City Clerk

**RESOLUTION #2023-XX**

**RESOLUTION TO SET THE DATE FOR A PUBLIC  
HEARING FOR THE DOWNTOWN  
REVITALIZATION GRANT**

WHEREAS, the City Of Riverside, Iowa, will set the date to hold a public hearing to discuss an application for downtown revitalization funds from the Iowa Economic Development Authority for the City of Riverside, Iowa on November 13, 2023, at 6:00 p.m. in the City Council Chambers located at the Riverside City Hall, 60 Greene Street, Riverside, Iowa.

THEREFORE, BE IT RESOLVED, The City of Riverside City Council, hereby approves the date for the Public Hearing.

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

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

Ayes:

Nays:

Absent:

Signed:

Date:

\_\_\_\_\_  
Allen Schneider, Mayor

Attest:

Date:

\_\_\_\_\_  
Becky LaRoche, City Clerk



*City of Riverside*

PUBLIC HEARING NOTICE

The City of Riverside will hold a public hearing to discuss an application for downtown revitalization funds from the Iowa Economic Development Authority. The hearing will be held prior to the Council's final action regarding the filing of the application. These funds will be used for façade improvements to buildings in fair or poor condition along W First St.

Discussion at the public hearing will include: a. How the need for the proposed activities was identified, b. Source of funding, c. Date the application will be submitted, d. Amount of federal funds to be requested, e. Portion of federal funds benefiting low-to-moderate income households, f. Location of proposed activities, g. Plans to minimize displacement of persons or businesses from funding activities, h. Plans to assist those displaced, and i. The nature of the project. The discussion will also relate to community development and housing needs in Riverside.

The Public Hearing will be held Monday, November 13<sup>th</sup>, 2023, 6:00 p.m., at the City Council Chambers, 60 North Greene St. The City of Riverside will conduct all Downtown Revitalization-related public hearings in a public building that is accessible to the disabled. Non-English speaking persons requiring translators or written translation after the public hearing should contact the City.

For more information, contact Cole Smith at City Hall, 319-648-351, or Tom Gruis at East Central Iowa Council of Governments, 319-289-0064.

RESOLUTION #2023-xx

RESOLUTION TO APPROVE THE REVISED EMPLOYEE HANDBOOK

Whereas, the City of Riverside met in regular session on November 6<sup>th</sup>, 2023 and did make the following motion to approve the revised Employee Handbook, effective upon signature of this resolution.

Therefore, be it resolved the City of Riverside City Council does hereby approve the revised edition of the Employee Handbook.

Moved by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, to approve the foregoing resolution.

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of November, 2023.

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

Allen Schneider, Mayor

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

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

Becky LaRoche, City Clerk

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

	Cloud Hosting v3	Local Server (5 year Estimated Life)	In-Code Hosting
One Time	\$ 4,205.00	\$ 15,124.00	\$ 20,922.00
Monthly Recurring	\$ 760.00	\$ 320.00	\$ 1,743.50
Cost over 60 months	\$ 49,805.00	\$ 34,324.00	\$ 125,532.00

Cole Smith

---

**From:** Lauren Sharon <lauren@iowasolutions.com>  
**Sent:** Friday, October 13, 2023 9:09 AM  
**To:** Cole Smith  
**Cc:** Colton Otto  
**Subject:** Server Upgrade

Hi Cole,

Colton and I wanted to get back in touch with you to see if you've made a decision on which route you'd like to go with the server. As we previously stated the warranty on the server hardware is expired. In addition to the hardware the server operating system that you're running on, Server 2012, has now reached end of life. Below is a snip it of what exactly this means per Microsoft. If you have any remaining questions, please let us know.

Windows Server 2012 and Windows Server 2012 R2 will end on **October 10, 2023**. After this date, they no longer receive security updates, non-security updates, bug fixes, technical support, or online technical support.

Thank you!  
Lauren

Lauren Sharon  
Iowa Solutions, Inc  
1045 Sherman Rd  
Hiawatha, IA 52233  
Office: 319-378-3778  
Direct: 319-734-5114  
Email: lauren@iowasolutions.com



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# **SOLUTIONS**

**Proposal For:**

Christine Yancey  
City of Riverside  
PO Box 188  
Riverside, IA 52327

**Prepared By:**

Lauren Sharon  
Iowa Solutions, Inc.  
1045 Sherman Rd  
Hiawatha, IA 52233

## **Cloud Hosting v3**

Prepared Tuesday, September 12, 2023

**One Time Items**

**1 Overview**

<b>Price</b>	<b>Qty</b>	<b>Extended</b>
\$0.00	1	\$0.00

Migrate away from on-prem server to Iowa Solutions' Private Cloud

Create VPN tunnel between City Hall and Iowa Solutions Datacenter

Build new servers and join to existing domain; migrate all data and applications

Setup new Remote Access to Cloud Server and migrate user profiles from local PCs to Cloud RDS

Implement additional security measures to help protect against Ransomware and other malicious software by utilizing Application Whitelisting

Contact Tyler Technologies and ensure Incode is up to date and supports RDS

**2 Switchover Costs**

\$165.00	25	\$4,125.00
----------	----	------------

- Migrate data and applications to new cloud platform
- Provide RDP access for all City Hall Staff
- Enable ThreatLocker Application Whitelisting
- Enable Internal and External Vulnerability Scanning
- Update documentation

**3 Local Travel Charge**

\$40.00	2	\$80.00
---------	---	---------

## Recurring Items

<b>4 Private Cloud Hosting</b>	<b>\$545.00</b>	<b>1</b>	<b>\$545.00</b>
<ul style="list-style-type: none"><li>- Backup(DR) = \$150</li><li>- Guest Server (Bronze) = \$75</li><li>- Guest Server (Silver) = \$125</li><li>- Infrastructure = \$75</li><li>- Server Upgrade Protection = \$60</li><li>- Server - (RMM) Remote Monitor &amp; Maint - \$60</li></ul>			
<b>5 Private Cloud - Microsoft Software Licenses</b>	<b>\$25.00</b>	<b>3</b>	<b>\$75.00</b>
Remote Access and Microsoft Office			
*Fire Department can also utilize this system on a per user cost, but will most likely access shares over the VPN			
<b>6 Managed Devices - Essentials Package</b>	<b>\$20.00</b>	<b>20</b>	<b>\$400.00</b>
Keep your network safe by ensuring that all devices are protected and up to date.			
<ul style="list-style-type: none"><li>- Device Performance Monitoring</li><li>- Disk Health Check</li><li>- Patching – Windows and 3rd Party Patching</li><li>- Antivirus and Patch Monitoring</li><li>- Security Scripting</li><li>- Monitor and Manage Drive Encryption</li><li>- Inventory Reporting</li><li>- RMM enabled MFA</li> <li>- NGAV (Next Generation Antivirus)</li><li>- Vulnerability Scanning</li><li>- External Penetration Testing</li><li>- Security Risk Scoring Report</li><li>- Microsoft Cloud Assessment</li><li>- Network Threat Detection Alerting</li><li>- Breach Detection Scanning for Malicious activity</li><li>- Twice per year - Business Reviews</li> <li>- EDR (Endpoint Detection &amp; Response)</li><li>- PAM (Privileged Access Management)</li><li>- Application Whitelisting</li><li>- Audit File and Application Access</li></ul>			

7 **External Penetration Testing** \$25.00 1 \$25.00

A re-occurring external monthly scan of your firewall(s).  
 Standard firewall ports are scanned for vulnerabilities that could be exploited by cybercriminals, including brute force log-in attempts.

8 **Vulnerability Scanning** \$75.00 1 \$75.00

Ever wondered how secure your network really is?  
 - Passively scan for vulnerabilities in network connected computers, printers and medical devices  
 - Monthly scans covering over 50,000+ vulnerabilities  
 - Gain full visibility to vulnerabilities across the entire network  
 - Allows understanding, prioritization and mitigation of risks over time  
 \*Excludes remediation

9 **Service Removal** (\$360.00) 1 (\$360.00)

BDR Offsite Storage (1TB) \$75.00  
 BDR Physical Backup \$75.00  
 Managed Devices - Starter Package \$180  
 Server - (RMM) Remote Monitor & \$30

*= 50 months*

**One Time Items: \$4,205.00**

*70.08*

**Recurring Items: \$760.00**

Sales Tax: \$0.00

*830.08*

**Total: \$4,965.00**

**Acceptance:** Proposal valid for 30 days. To proceed, please call Lauren at (319) 734-5114, send an email to lauren@iowasolutions.com, or sign below and return. After Thursday, October 12, 2023, please contact us for updated pricing.

**Notes:** The initial agreement is for a period of 1 year. Thereafter, the agreement will automatically renew on a monthly basis. Invoices are generated monthly and all recurring services are invoiced in advance. All payments are due within 30 days.

Acceptance Signature \_\_\_\_\_

Date \_\_\_\_\_



**Proposal For:**

Cole Smith  
 City of Riverside  
 PO Box 188  
 Riverside, IA 52327

**Prepared By:**

Lauren Sharon  
 Iowa Solutions, Inc.  
 1045 Sherman Rd  
 Hiawatha, IA 52233

**Local Server Option v2**

Prepared Wednesday, November 1, 2023

One Time Items	Price	Qty	Extended
<p>1 <b>Overview</b></p> <p>Build new servers and join to existing domain; migrate all data and applications.</p> <p>Implement additional security measures to help protect against Ransomware and other malicious software.</p> <p>Contact Tyler Technologies and ensure Incode is up to date.            *Does not include any Tyler Technologies costs.</p>	\$0.00	1	\$0.00
<p>2 <b>Microsoft Licenses</b></p> <p>Windows Server 2022 Standard - 16 Core License = \$1,069            Windows Server 2022 - User CAL (20 x 46) = \$920            Windows Server 2022 Remote Desktop Services (2 x \$145) = \$290</p>	\$2,279.00	1	\$2,279.00
<p>3 <b>Dell Hardware</b></p> <p>Rackmount w/ Rail Kit            Dell PowerEdge Rack R650 (Model Type)            Dual XEON Processor            32GB Mem            Dual 2.4TB Hard Hot Plug Storage            iDRAC Enterprise            Dual Power Supplies            3YR Next Business Day - Limited Warranty</p>	\$6,580.00	1	\$6,580.00



4	<b>APC Smart UPS Battery Backup</b> Rackmount	\$700.00	1	\$700.00
5	<b>Switchover Costs</b> - Build out new server host w/ best practices - Build out new OS - Attach to new domain - Migrate data and applications to new guest - Reseed BDR Backup - Reinstall client on applicable workstations - Update documentation	\$165.00	33	\$5,445.00
6	<b>Local Travel Charge</b>	\$40.00	3	\$120.00

**Recurring Items**

7	<b>Managed Devices - Essentials Package</b> Keep your network safe by ensuring that all devices are protected and up to date. - PC/MAC Performance Monitoring - Disk Health Check - Patching – Windows and Mac - Patching - Common 3rd Party Applications - Standard Antivirus - Hardened Baseline Configuration - Inventory Reporting  - Best Practices - Human Assessment(s) - Monitor and Manage Drive Encryption - NGAV (Next Generation Antivirus) - Technology Review(s) - (EDR) Endpoint Detection & Response - SIEM Log Alerts (PC, Mac, Firewall, and O365) - 24/7 MDR (Managed Detection & Response) - Threat Intelligence Hunting	\$20.00	20	\$400.00
8	<b>External Penetration Testing</b> A re-occurring external monthly scan of your firewall(s). Standard firewall ports are scanned for vulnerabilities that could be exploited by cybercriminals, including brute force log-in attempts.	\$25.00	1	\$25.00

9 **Vulnerability Scanning** \$75.00 1 \$75.00

Ever wondered how secure your network really is?

- Passively scan for vulnerabilities in network connected computers, printers and medical devices
  - Monthly scans covering over 50,000+ vulnerabilities
  - Gain full visibility to vulnerabilities across the entire network
  - Allows understanding, prioritization and mitigation of risks over time
- \*Excludes remediation

10 **Service Removal** (\$180.00) 1 (\$180.00)

Managed Devices - Starter Package \$180

**One Time Items: \$15,124.00**

**Recurring Items: \$320.00**

Sales Tax: \$0.00

Total: \$15,444.00

**Acceptance:** Proposal valid for 30 days. To proceed, please call Lauren at (319) 734-5114, send an email to lauren@iowasolutions.com, or sign below and return. After Friday, December 1, 2023, please contact us for updated pricing.

**Notes:** The initial agreement is for a period of 1 year. Thereafter, the agreement will automatically renew on a monthly basis. Invoices are generated monthly and all recurring services are invoiced in advance. All payments are due within 30 days.

Acceptance Signature \_\_\_\_\_

Date \_\_\_\_\_



**Sales Quotation For:**  
 City of Riverside  
 21 1st St E  
 Riverside IA 52327-7714

Quoted BY           Lukas DeBolt  
 Quote Expiration   4/23/24  
 Quote Name         SaaS Flip

(65)

Tyler Annual Software – SaaS		
Description		Annual
<b>ERP Pro powered by Incode</b>		
ERP Pro 9 Financial Management Suite		
Core Financials		
Payroll		\$ 6,993
ERP Pro 9 Customer Relationship Management Suite		\$ 3,190
Utility Billing Water/Gas		
Additional Utility Meter-Reader Interface		\$ 6,910
Forms Overlay		\$ 2,126
System Software Non SQL		\$ 978
		\$ 725
<b>TOTAL:</b>		<b>\$ 20,922</b>

**Summary**

Total SaaS

Total Tyler Services

**Summary Total**

**Contract Total**

**One Time Fees**

**Recurring Fees**

\$ 20,922

\$ 0

\$ 20,922

\$ 20,922

*Currently pay ~ \$12,000 / year*

(66)



# Neumiller Electric Inc.

Phone: 319-665-9036

Fax: 319-333-1370

**FULL SERVICE ELECTRICAL CONTRACTOR**

Date	Estimate #
10/27/2023	4745

Name / Address
City of Riverside Logan Michel

Project			
Riverside Casino traffic cabinet			
Description	Qty	Rate	Total
Remove and replace cabinet on traffic signal cabinet at Riverside Casino intersection cabinet supplied by others remove riser conduit, cut down, reinstall for taller cabinet supply temp generator at cabinet while power is off to traffic cabinet so signals will continue to operate signals will be dark two times during work - once to get generator hooked up and another to remove generator THIS IS A NOT TO EXCEED ESTIMATE IF IT TAKES LESS TIME YOU WILL BE CHARGED LESS THAN ESTIMATE		3,500.00	3,500.00
<b>Total</b>			\$3,500.00

# Neumiller Electric Inc.

Phone: 319-665-9036  
 Fax: 319-333-1370

**FULL SERVICE ELECTRICAL CONTRACTOR**

Date	Estimate #
10/27/2023	4746

Name / Address
City of Riverside Logan Michel

Project
repair luminaire arm

Description	Qty	Rate	Total
Repair luminaire arm at Riverside Casino Intersection use bucket truck to reach arm twist arm away from high voltage line drill hole in upright and install bolt to hold luminaire from twisted - which should have been done at installation same will be done at all luminaire arms THIS IS A NOT TO EXCEED ESTIMATE IF IT TAKES LESS TIME YOU WILL BE CHARGED LESS THAN ESTIMATE		1,800.00	1,800.00
<b>Total</b>			<b>\$1,800.00</b>

# City of Kalona

## New Sod – Service Agreement

This application is for the reduction of sewer fees for a Kalona Resident that is or will be watering NEW sod at their residence. The reduction can only be allowed for two consecutive bills.

### Resident Information

Name(s): \_\_\_\_\_

Service Address: \_\_\_\_\_

Phone No : \_\_\_\_\_ Email: \_\_\_\_\_

Sod Installation Date: \_\_\_\_\_

**\*\*A copy of the invoice with an installation date is required. Installation MUST be in the same year as the agreement to qualify.\*\***

Residents Agreement on file the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

### Office Use Only

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Invoice provided with the installation date.

Signed: \_\_\_\_\_ Application Approved by City Official:



◀ Back to results



Roll over image to zoom in



# RESTMO Water Flow Meter with Brass Inlet Metal Thread, Measure Gallon/Liter Consumption and Flow Rate for Outdoor Garden Hose Watering, RV Water Tank Filling, Lawn Sprinkler and Nozzle Sprayer

Visit the Restmo Store

4.5

843 ratings

Amazon's Choice for "flow meter"

2K+ bought in past month

Price: \$24.99

FREE Returns

Buy more, save more: 5 units \$24.24

10 units \$23.74

Save 3%

Save 5%

LOWEST PRICE

Extra Savings

Save 5% on 2 Pack Water Flow Meter with ...

3 Applicable Promotion(s)

4 VIDEOS

Brand	Restmo
Material	Metal
Product Dimensions	1.6"D x 1.6"W x 3.4"H
Item Weight	120 Grams

### About this item

- The pure brass inlet and metal thread are heavy duty and enhance durability. No hassle from frequently install and uninstall from hose/faucet.
- Equipped with an easy-to-read LCD screen and one-touch control push button, this water flow meter can easily display and track the water usage & flow rate of your outdoor garden hose with 4 different measurement modes.
- Short press the button to change the mode from FLOW / CONSUMPTION / AVERAGE / TOTAL. Flow Mode: real-time water flow rate | Consumption Mode: last-time water usage | Average Mode: daily average water usage of a week (count from next day) | Total Mode: total water usage
- Long press the button at flow mode to switch the unit (gallon to liter). Reset data when long press the button at other modes. The LCD screen goes to sleep automatically if there is no operation/water flow in 1 minute
- Built-in with hall type sensor and IC chipset, which provide more accurate measurement and precise calculations. The measurement tolerance is less than 5%, great to measure how much amount of water are used and prevent over-watering.

\$24.99

FREE Returns

FREE delivery Monday, November 6 on orders shipped by Amazon over \$35

Or fastest delivery Tomorrow, November 1. Order within 8 hrs 9 mins

Deliver to City - Riverside 52327

In Stock

Quantity: 1

Buying in bulk?

Add to Cart

Secure transaction

Sold by Restmo and Fulfilled by Amazon.

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Add a gift receipt for easy returns

Add to List

913

Sponsored



# SPECIFICATIONS

Inlet Thread	3/4" NH Female (pure brass)
Outlet Thread	3/4" NH Male
Water Flow Rate	0.3~12 GPM (1~45.5 L/min)
Max Water Consumption	99999 Gal (99999 L)
Working Pressure	8~145 psi (0.5~10 bar)
Waterproof Grade	IPX6
Measurement Tolerance	± 5%
Battery	1x CR2032 (included)
Temperature	38 to 120 °F (3 to 50 °C)
Size	3.4 x 1.6 x 1.6in (8.5 x 4 x 4cm)
Weight	4.3oz (120g)



	<b>Garden Hose</b>	<b>Water Flow Meter</b>	<b>Water Timer</b>	<b>Hose Nozzle &amp; Sprinkler</b>	<b>Hose Nozzle</b>	<b>Watering Wand</b>
Model	O-GH-1-GN	O-WM-2-GN	O-HT-7-GN	O-HT-8-GN	O-HN-4-BU	O-HN-2W-GN
Additional Features	Ultra Flexible	Pure Brass Inlet	Easy to Program	Easy to Program	8 Watering Patterns	3ft - 5ft Long Telescopic Tube

## TROUBLESHOOTING

### 1. Water meter is leaking.

- If filter washer is in place.
- If filter washer is clean and undamaged.
- Faucet connection is hand tight.

### 2. Water meter does not count water flow.

- Stones or dirt block the flywheel. If so, clean the stones or dirt.
- The flywheel is damaged. Require us for a new replacement.
- The filter is clogged, if so, clean or replace the filter.

### 3. Water meter does not count correctly.

- Water meter counting has ±5% tolerance.
- Here are tips to test the counting performance: Make sure the counting unit (liter/gallon) is correct. Must install a garden hose on the outlet and make sure the water flow is 0.6GPM (2.5LPM) at least.

### 4. LCD screen does not display

- Replace with a new CR2032 battery.
- Make sure the battery compartment is clean and battery is installed with correct direction. Tightly screw the battery cap.

### 5. Display always automatically resets to zero.

- Consumption mode counts the last-time water usage and always resets to zero automatically after water flow stops more than 1 minute.
- To count continuous water usage, switch to total mode. Total mode will not automatically reset to zero unless you manually reset.

### 6. Condensation on the screen

## Community Building Fund encrypt

DR

**Denise Reschly** <dreschly@riverside-bank.com>

Today, 12:46 PM

Cole Smith &lt;cityadmin@riversideiowa.gov&gt;; Becky LaRoche &lt;cityclerk@riversidei

↻ Reply all | ▾

Encrypt: This message is encrypted. Recipients can't remove encryption.

Good afternoon Cole and Becky,

Per the conversation between Cole, Cindy Kovach and Angie Cook the bank will offer 5.25% APY on either the money market or a 12 month Time Certificate of Deposit. This APY will be revisited in 12 months.

Thank you.

**Denise A. Reschly**  
Personal Banker



90 E Railroad St.  
PO Box A  
Riverside, IA 52327

319.648.2221 (Office)  
319.648.2231 (Fax)  
Email: [dreschly@riverside-bank.com](mailto:dreschly@riverside-bank.com)  
Website: [www.riverside-bank.com](http://www.riverside-bank.com)

Privacy notice:

This message and any attachments may contain legally privileged and/or confidential information from Peoples Trust and Savings Bank. Any unauthorized disclosure, use or dissemination of this e-mail message is strictly prohibited.

🔒 Message Encryption by Microsoft Office 365

## Becky LaRoche

---

**From:** John Strabala <JStrabala@greenstate.org>  
**Sent:** Tuesday, October 31, 2023 11:31 AM  
**To:** Cole Smith; Becky LaRoche  
**Cc:** Sean Cavanaugh  
**Subject:** RE: Investments

Ok sounds good. Here is a list of terms and rates. Also, you don't have to invest the entire \$1.2MM in any one term. If you want to break that money up and invest it into 2-3 terms or more you certainly can. The rates I quoted are not specific to it all being put into a single term.

Let me know what works for you and if you have any questions.

6	5.52
12	5.57
18	5.53
24	5.42
30	5.35
36	5.27



### John Strabala

Vice President/Deposit Product Manager  
GreenState Credit Union | 2355 Landon Rd | North Liberty, IA 52317  
p: (319) 341-2145 Ext. 2145 | m: (319) 400-1861 | f: (319) 665-2162  
[JStrabala@greenstate.org](mailto:JStrabala@greenstate.org) | [GreenState.org](http://GreenState.org)  
Creating Lasting Value



**From:** Cole Smith <cityadmin@riversideiowa.gov>  
**Sent:** Tuesday, October 31, 2023 11:19 AM  
**To:** John Strabala <JStrabala@greenstate.org>; Becky LaRoche <cityclerk@riversideiowa.gov>  
**Cc:** Sean Cavanaugh <seancavanaugh@greenstate.org>  
**Subject:** RE: Investments

## Becky LaRoche

---

**From:** Paul Kruse <pkruse@pmanetwork.com>  
**Sent:** Tuesday, October 31, 2023 2:57 PM  
**To:** Becky LaRoche  
**Cc:** Cole Smith  
**Subject:** RE: [EXTERNAL] RE: IPAIT Investment Options - Take Advantage Today!

Hi Becky,

Here are rates we can offer for the Community Center funds.

12-month	5.48%
18-month	5.31%
24-month	5.12%

I'll be in the office first thing tomorrow if you want to call me. My cell is 515-554-1555.

Thanks,

Paul

### Paul L. Kruse

Senior Vice President- Director Iowa Office  
4200 University Avenue, Suite 114  
West Des Moines, Iowa 50266

**D 630-657-6538**

**D 515-224-2720**

**e [pkruse@pmanetwork.com](mailto:pkruse@pmanetwork.com)**

### Financial Strategies for Stronger Communities.

PMA Financial Network, LLC, PMA Securities, LLC, and PMA Asset Management, LLC (hereinafter "PMA") operate under common ownership. PMA Securities, LLC is an SEC and MSRB registered broker-dealer and a member of FINRA and SIPC. PMA Asset Management, LLC is an SEC registered investment adviser. For more information, please visit us at [www.pmanetwork.com](http://www.pmanetwork.com).

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**From:** Becky LaRoche <cityclerk@riversideiowa.gov>  
**Sent:** Tuesday, October 31, 2023 12:50 PM  
**To:** Paul Kruse <pkruse@pmanetwork.com>  
**Cc:** Cole Smith <cityadmin@riversideiowa.gov>  
**Subject:** RE: [EXTERNAL] RE: IPAIT Investment Options - Take Advantage Today!





Rates Effective October 20, 2023

All Rates are subject to change at any time.

Member FDIC

**BUSINESS**

Deposit Rates

**CERTIFICATE OF DEPOSIT (CDs)**

**INDIVIDUAL RETIREMENT ACCOUNTS (IRAs)**

\$500 minimum to open and obtain APY unless otherwise stated. Penalty for early withdrawal. Fees may reduce earnings.

	Standard Annual Percentage Yield (APY)	Standard Interest Rate	*Relationship Pricing Annual Percentage Yield (APY)	*Relationship Pricing Interest Rate
3 month	0.20%	0.20%	0.20%	0.20%
6 month	0.30%	0.30%	0.30%	0.30%
<b>9 month special</b>	<b>5.00%</b>	<b>4.91%</b>	<b>5.15%</b>	<b>5.05%</b>
12 month	0.40%	0.40%	0.55%	0.55%
18 month	0.50%	0.50%	0.65%	0.65%
24 month	0.55%	0.55%	0.70%	0.70%
30 month	0.60%	0.60%	0.85%	0.85%
36 month	0.65%	0.65%	0.90%	0.90%
48 month	0.70%	0.70%	1.00%	1.00%
60 month	0.80%	0.80%	1.10%	1.10%

\*Business and nonprofits must have their operating account at Hills Bank to qualify for relationship pricing. Municipals and CDARS Certificate of Deposit accounts do not qualify. Rate will renew at standard terms unless you notify us during grace period you qualify for relationship terms.

**Jumbo CD Special:** Limited time offer. Minimum of \$25,000 to open with at least \$25,000 in new money. New money refers to funds that are not currently held at Hills Bank. Relationship pricing does not apply.

	Annual Percentage Yield (APY)	Interest Rate
<b>11 month</b>	<b>5.25%</b>	<b>5.15%</b>

**Add-on CD:** \$500 minimum to open and obtain APY. Subsequent deposit minimum \$100. Penalty for early withdrawal.

	Standard Annual Percentage Yield (APY)	Standard Interest Rate	*Relationship Pricing Annual Percentage Yield (APY)	*Relationship Pricing Interest Rate
24 month	0.55%	0.55%	0.70%	0.70%

\*Business and nonprofits must have their operating account at Hills Bank to qualify for relationship pricing. Municipals do not qualify. Rate will renew at standard terms unless you notify us during grace period you qualify for relationship terms.

## annual percentage yield encrypt

DR

Denise Reschly &lt;dreschly@riverside-bank.com&gt;

Wed 10/25, 10:36 AM

↻ Reply all | v

Cole Smith &lt;cityadmin@riversideiowa.gov&gt;; Becky LaRoche &lt;cityclerk@riversideiowa.gov&gt;

Encrypt: This message is encrypted. Recipients can't remove encryption.

Good morning,

As per our conversation this morning regarding the APY for the City of Riverside checking and money market account. We will update the interest field today to reflect a 2.50% annual percentage yield. This will be effective for 12 months and will be reviewed in October 2024.

If you have any further questions please do not hesitate to contact me here at the bank.

Thank you.

**Denise A. Reschly**  
Personal Banker



90 E Railroad St.  
PO Box A  
Riverside, IA 52327

319.648.2221 (Office)  
319.648.2231 (Fax)  
Email: [dreschly@riverside-bank.com](mailto:dreschly@riverside-bank.com)  
Website: [www.riverside-bank.com](http://www.riverside-bank.com)

Business Office

Message Encryption by Microsoft Office 365





## MONEY MARKET ACCOUNTS

Interest rates may change after account is open. Fees could reduce earnings. APY is based on monthly compounding.

**Purpose Money Market:** Limited time offer. Minimum \$25,000 to open with at least \$25,000 in new money. New money refers to funds that are not currently held at Hills Bank. Matured Hills Bank Certificates of Deposit can be deposited into this account and will qualify as new money. Limit one promotional account per customer. No public funds. The Bank reserves the right to deny deposit accounts over \$5,000,000.00.

	Annual Percentage Yield (APY)	Interest Rate
\$25,000 - \$99,999	2.25%	2.23%
\$100,000 - \$249,999	2.75%	2.72%
\$250,000 - \$499,999	3.00%	2.96%
\$500,000 - \$999,999	3.20%	3.15%
\$1,000,000 & over	3.50%	3.44%

**Investing In Our Community Money Market:** Limited time offer. Initial deposit of \$15,000 or more and future deposits must be new money. New money refers to funds that are not currently held at Hills Bank. Accounts will convert to Gold Premier money market account on 1/2/24. See Gold Premier money market terms.

	Annual Percentage Yield (APY)	Interest Rate
\$0 - \$14,999	0.00%	0.00%
\$15,000 - \$99,999	1.51%	1.50%
\$100,000 - \$249,999	1.66%	1.65%
\$250,000 - \$499,999	1.81%	1.80%
\$500,000 - \$999,999	2.07%	2.05%
\$1,000,000 & over	2.27%	2.25%

**Gold Premier:** \$15,000 minimum to open. If balance falls below \$15,000, no interest is earned for that day.

	Annual Percentage Yield (APY)	Interest Rate
\$15,000 - \$99,999	0.45%	0.45%
\$100,000 - \$249,999	0.75%	0.75%
\$250,000 - \$499,999	0.85%	0.85%
\$500,000 - \$999,999	1.00%	1.00%
\$1,000,000 & over	1.10%	1.10%

**Business Money Market:** If balance is less than \$1,000 no interest is earned for that day.

	Annual Percentage Yield (APY)	Interest Rate
\$1,000 - \$2,499	0.10%	0.10%
\$2,500 - \$9,999	0.15%	0.15%
\$10,000 - \$74,999	0.25%	0.25%
\$75,000 & over	0.35%	0.35%