

CITY OF RIVERSIDE COUNCIL MEETING AGENDA  
RIVERSIDE COUNCIL CHAMBERS  
60 N GREENE ST  
Monday, June 3, 2024 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
  - c. Alcohol Permit – Casey’s #2629
  - d. Alcohol Permit – RACC (Trekfest)
  - e. Cigarette & Tobacco Permit – Casey’s #3900
  - f. Cigarette & Tobacco Permit – Casey’s #2629
  - g. Cigarette & Tobacco Permit – Riverside Casino and Golf Resort
  - h. Cigarette & Tobacco Permit – Kum & Go #80
  - i. Cigarette & Tobacco Permit – Dollar General #21630
  - j. Street Closing Request (Ella St) – RACC
  - k. Street Closing Request (IA-22) – RACC
5. **Public forum: 3 minutes per person. See guidelines for public comments at the Clerk’s table.**
6. City Engineer’s Report (Axiom)
  - a. Boat Ramp
    - i. Consider resolution to approve Change Order #3 for the Hall Park Boat Ramp (2024-49) **pg 10**
  - b. Cherry Lane Extension
    - i. Consider resolution to approve the purchase of real estate – P# 04-08-376-066 **pg13**
  - c. Hall Park Master Plan
  - d. Captain Kirk ADA Ramp
  - e. Community Center
  - f. Third Street Reconstruction
7. City Administrator’s Report
  - a. Trekfest
  - b. Consider resolution to set FY24 Budget Amendment PH for June 17, 2024 **pg 18**
8. Closing Comments
9. Motion to Adjourn

RIVERSIDE CITY COUNCIL MEETING: Monday, May 20<sup>th</sup>, 2024

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 Ryan Rogerson, Lois Schneider, Tom Sexton, and Kevin Mills present. Kevin Kiene was absent.

Motion made by Rogerson, second by Schneider to approve agenda. Passed 4-0.

Motion made by Sexton, second by Mills to approve consent agenda of minutes and expenditures. Passed 4-0.

Kate Giannini, Washington County Soil & Water Conservation District, presented with the Enterprisers 4-H Club on the possible naming of an unnamed creek that runs through Riverside. Name suggestions included "Lincoln Gate Creek", "Bobcat Creek", and "Enterprisers Creek".

Sheriff Jared Schneider reviewed the previous year's law enforcement efforts and gave an update on the year ahead before consideration of the FY25 Contract Law Enforcement contract.

Sexton moved, seconded by Rogerson to pass Resolution 2024-45 to approve Law Enforcement Contract for FY25 with Washington County Sheriff's Department in the amount of \$258,572.00. Passed 4-0.

Steve Schmidt, Apex Construction & Development, reviewed a proposal for Phase 2 of the Northern Heights residential development with City Council.

Councilmember Kevin Kiene joined the meeting.

City Administrator Smith reviewed the City Engineer's report with City Council. Items included Hall Park Boat Ramp, Cherry Lane Street Project, Hall Park Master Plan, Captain Kirk ADA Ramp, Community Center, Residential Lot Site Plan Applications, and Third Street Reconstruction.

Rogerson moved, second by Mills to table the consideration of Change Order #3 to Bowker Mechanical Contractors, LLC for the installation of rock along the boat ramp to get a diagram on where the rock will be added. Passed 5-0.

City Administrator Smith gave a report updating City Council on CDBG policies, hotel market study proposals, WWTP improvements, striping work, and April finances.

Rogerson moved, seconded by Schneider to pass Resolution 2024-46 to adopt required policies for CDBG funding. Passed 5-0.

Schneider moved, Rogerson seconded to pass Resolution 2024-47 to hire Patek Hospitality Consultants to conduct a Hotel Market Study not to exceed \$10,660.00. Passed 4-1. Sexton opposed.

Schneider moved, Mills seconded to have Big Iron Welding fabricate an aluminum ladder and cage with stainless steel anchors to be installed at the Wastewater Treatment Plant in the amount of \$3,552.00. Passed 5-0.

Rogerson moved, second by Schneider to pass Resolution 2024-48, approving LL Pelling's proposal to complete striping work in the amount of \$14,968.00. Passed 4-1. Kiene opposed.

Kiene moved, second by Schneider to adjourn at 8:36 pm. Passed 5-0.

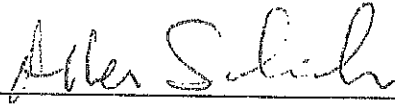
Full content of city council meetings can be viewed on the city website [www.riversideiowa.gov](http://www.riversideiowa.gov).

Next Meeting- Monday, June 3<sup>rd</sup>, 2024 at 6:00 PM

ATTEST:

\_\_\_\_\_

Cole Smith, City Administrator



Allen Schneider, Mayor

EXPENDITURES JUNE 3, 2024				
COUNCIL MEETING		BILLS		
1	ACCESS	COPIER	001-5-650-6496	\$ 381.99
2	ALLIANT ENERGY	PARKS- MOVE WELL 6 POWER	001-5-430-6371	\$ 3,384.20
3	ALLIANT ENERGY	PARKS	001-5-430-6371	\$ 589.97
4	ALLIANT ENERGY	SEWER	610-5-815-6371	\$ 1,277.59
5	ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$ 334.13
6	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$ 1,406.91
7	ALLIANT ENERGY	FIRE STATION	002-5-150-6330	\$ 438.95
8	ALLIANT ENERGY	WATER	600-5-810-6371	\$ 282.19
9	BECKY LaROCHE	CELL STIPEND	001-5-650-6373	\$ 50.00
10	BIG IRON	BURN BUILDING	002-1-150-6354	\$ 781.15
11	BRYAN LENZ	CELL STIPEND	001-5-430-6373	\$ 50.00
12	BRYAN LENZ	UNIFORMS	000-5-430-6181	\$ 264.97
13	COLE SMITH	CELL STIPEND	001-5-650-6373	\$ 50.00
14	CUSTOM TREE SERVICE	WWTP TREE REMOVAL	610-5-815-6374	\$ 1,200.00
15	DRAKE UNIVERSITY	CS EDUCATION	600-5-810-6374	\$ 2,212.00
16	ELECTRIC PUMP	CONTROL PANEL	610-5-815-6374	\$ 12,931.50
17	ELECTRIC PUMP	WELL#8 FLUSH/BYPASS	600-5-810-6374	\$ 3,440.67
18	FP MAILING	METER LEASE	001-5-650-6506	\$ 86.85
19	HARDSCAPE SOLUTUIONS	3RD ST WALL CAPS	301-5-750-6796	\$ 9,646.86
20	IOWA ONE CALL	LOCATES	600-56-810-6507	\$ 21.60
21	J MARIE ELECTRIC	VETS PK FLAG REPAIR	001-5-430-6325	\$ 85.00
22	KUM&GO	FD-FUEL	002-5-150-6350	\$ 291.20
23	LOGAN MICHEL	CELL STIPEND	001-5-210-6373	\$ 50.00
24	LYNCH DALLAS P.C.	LEGAL	001-5-640-6411	\$ 489.02
25	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$ 39.49
26	MID AMERICAN ENERGY	RVFD	002-5-150-6330	\$ 44.78
27	MID AMERICAN ENERGY	C HALL	001-5-650-6371	\$ 11.44
28	MUNICIPAL MANAGEMENT CO	HYFRANTS TESTING	600-5-810-6374	\$ 500.00
29	PATEK HOSPITALITY CONS.	FEASIBILITY STUDY	301-5-750-6675	\$ 4,500.00
30	PEOPLE SERVICES	SERVICE	600-5-810-6500	\$ 12,623.00
31	PEOPLE SERVICES	SREVICE	610-5-815-6500	\$ 12,623.00
32	PYRAMID	PUSH MOWER	001-5-430-6504	\$ 399.00
33	PYRAMID	OIL	001-5-430-6325	\$ 15.54
34	SINCLAIR TRACTOR	FD-TRUCK 161 GAUGE	002-5-150-6352	\$ 108.96
35	STC	CITY HALL	001-5-650-6373	\$ 168.44
36	STC	FD	002-5-150-6332	\$ 203.44
37	STC	SHOP	001-5-210-6373	\$ 40.83
38	STC	WWTP	610-5-815-6373	\$ 40.83
39	STC	WTP	600-5-810-6373	\$ 40.83
40	THE NORWAY CORP.	CAP HAND WELL	600-5-810-6374	\$ 3,857.00
41	TYLER TECH	7-1-24/6-30-25 MAINTENANCE	001-5-650-6495	\$ 10,943.92
42	VEENSTRA & KIMM	WTP	301-5-750-6765	\$ 992.00
43	WAT TECH	1/3 TREE REMOVAL	001-5-510-6495	\$ 450.00
44	<b>TOTAL BILLS*****</b>			<b>\$ 87,349.25</b>
45				
46	DELTA DENTAL	BILLING-MAY	001-5-430-6150	\$ 192.58
47	IBM	STREAMING	001-5-650-6494	\$ 98.75
48	WELLMARK	BC/BS	001-5-620-6150	\$ 2,063.41
49	US CELLULAR	FD	002-5-150-6332	\$ 72.45
50	VERIZON	GATEWAYS	600-5-810-6373	\$ 63.54
51	LINCOLN NAT'L LIFE	JUNE INSURANCE	001-5-620-6150	\$ 309.56
52	*****	<b>TOTAL PAID BILLS</b>		<b>\$ 2,800.29</b>
53	*****	<b>TOTAL EXPENDITURES</b>		<b>\$ 90,149.54</b>
54				
55	<b>EXPENDITURES by FUND</b>			
56	GENERAL FUND		\$ 21,503.70	
57	FIRE DEPARTMENT		\$ 1,868.48	
58	ROAD USE FUND		\$ -	
59	CASINO FUND		\$ -	
60	CAPITAL PROJECTS		\$ 15,138.86	
61	WATER FUND		\$ 33,685.99	
62	SEWER FUND		\$ 15,152.22	
63	STORM WATER		\$ -	
64	<b>TOTAL EXPENDITURES</b>		<b>\$ 87,349.25</b>	



## Becky LaRoche

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**From:** noreply@salesforce.com on behalf of IOWA ABD Licensing Support  
<licensingnotification@iowaabd.com>  
**Sent:** Wednesday, May 22, 2024 1:56 PM  
**To:** Becky LaRoche  
**Cc:** licensingnotification@iowaabd.com  
**Subject:** Application App-201687 Ready for Review

Hello,

Application Number App-201687 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: CASEY'S MARKETING COMPANY

DBA: CASEY'S GENERAL STORE #2629

License Number: LE0003289

Application Number: App-201687

Tentative Effective Date: 7/1/2024

License Type: Class E Retail Alcohol License (LE)

Application Type: Renewal

Amendment Type:

Thank you.

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



**STREET CLOSING REQUEST**

NAME RAC

DATE 6-27-24  
to 6-29-24

ORGANIZATION TREK FEST 39

PHONE 319-541-6394

E-MAIL triggan94@gmail.com

EVENT Hall Park  
~~River: Ella to Prince St~~

STREET TO CLOSE Ella from River to end of Parking Lot

CLOSING DATE 6-27-24 TIME 4 pm

OPENING DATE 6-29-24 TIME Dusk?

CITY COUNCIL AGENDA DATE 6-3-24

RECEIVED BY B LaRoche DATE 5-29-24

CITY COUNCIL APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

NOTIFIED \_\_\_\_\_ BY \_\_\_\_\_



STREET CLOSING REQUEST

NAME RAC

DATE 5-29-24

ORGANIZATION TREK FEST

PHONE 319-541-6394

E-MAIL triggan94@gmail.com

EVENT PARADE

STREET TO CLOSE  Hwy 22 from Washington → E 3rd Street

CLOSING DATE 5-29-24 TIME 10 AM

OPENING DATE 5-29-24 TIME 11 AM (Aprox)

CITY COUNCIL AGENDA DATE 6-3-24

RECEIVED BY Blafloche DATE 5-29-24

CITY COUNCIL APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

NOTIFIED \_\_\_\_\_ BY \_\_\_\_\_







## ENGINEER'S REPORT

**PROJECT:** City of Riverside  
**DATE:** May 28, 2024  
**TO:** City Council  
**TOPIC:** Project Updates

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### Boat Ramp

- Final punchlist items to be taken care of all at once along with Change Order #3 (once approved) so the contractor does not have to mobilize two different times.
- Additional information provided (drawing of rock location) as supplemental to Change Order #3 per council's request.
- The City of Riverside, Washington County, and Axiom met to discuss the drainage along east side of country road, west side of boat ramp, where trees have been removed.

### Cherry Lane

- Axiom is awaiting further direction in terms of alignment of road and purchase of Bower parcel (vacant land).
- Axiom surveyors have gone out on site again and marked the two potential road and intersection alignments to better depict in the field the difference between the conventional four-way intersection and unconventional off-set intersection.

### Hall Park Master Plan

- To be discussed further at the upcoming June 10<sup>th</sup> work session.

### Captain Kirk Birthplace

- Awaiting fabrication of railing to be installed along ramp.
- Axiom has contacted the contractor (All American) several times regarding cleanup of site and remaining restoration within the Right-Of-Way. All American was hoping to take care of at the same time of railing installation; however, Axiom has noted that the City would like this done sooner than that.

### Community Center

- Axiom received the results of the preferred amenities per the previous Council Work Session.
- Axiom has been discussing and coordinating with the Architect regarding such list, and working on programming based on these results.

### Third Street Reconstruction

- Customized retaining wall caps installed along both sets of stairs at northwest corner of Third Street and Greene Street.
- Additional caps to be fabricated for the area along top of wall sidewalk between two sets of stairs, and to be installed once fabricated.

RESOLUTION #2024-XX

RESOLUTION APPROVING CHANGE ORDER #3  
TO BOWKER PINNACLE MECHANICAL  
FOR HALL PARK BOAT RAMP 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 change order for Bowker Pinnacle Mechanical for additional earthwork and 3"-6" stone to be added to the boat ramp ion Hall Park.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Change Order #3 in the amount of \$4,200.00

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 20th day of May, 2024.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk



# QUOTATION

**TO: CHANGE ORDER #3**

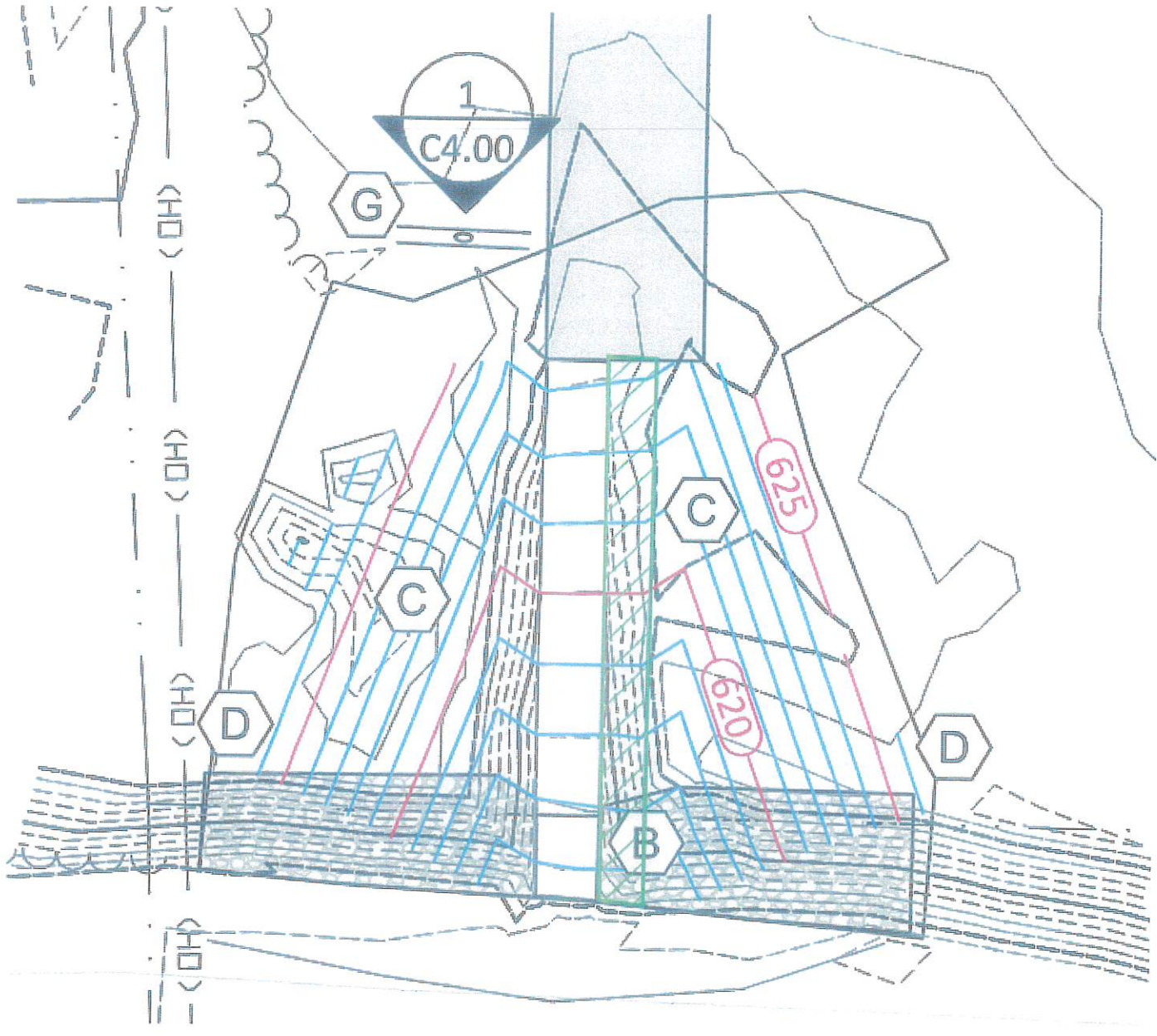
Date: 5/13/2024

RE: RIVERSIDE, IA, BOAT RAMP  
 Bid Date: Thursday, January 25, 2024

We are pleased to offer the following quotation:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	MOBILIZATION	1	LS	\$ -	\$0.00
2	EARTHWORK	1	LS	1,250.00	1,250.00
3	3" TO 6" EROSION STONE	1	LS	2,950.00	2,950.00
4		0		-	-
5		0		-	-
6		0		-	-
7		0		-	-
8		0		-	-
9		0		-	-
10		0		-	-
11		0		-	-
12		0		-	-
13		0		-	-
14		0		-	-
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16		0		-	-
17		0		-	-
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19		0		-	-
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21		0		-	-
22		0		-	-
23		0		-	-
24		0		-	-
25		0		-	-
26		0		-	-
27		0		-	-
28		0		-	-
29		0		-	-
30		0		-	-
31		0		-	-
32		0		-	-
33		0		-	-
34		0		-	-
<b>Total</b>					<b>\$ 4,200.00</b>





RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY  
KNOWN BY PARCEL NO. 04-08-376-066.

WHEREAS, the City Council of the City of Riverside, Iowa, for the purpose of a municipal road project, deems it necessary or desirable, to purchase the following described parcel of real property ("Property") situated in the City of Riverside, Washington County, Iowa, locally known as (Parcel No. 04-08-376-066), and being legally described as follows:

LOT FORTY-FIVE (45) IN PART TWO (2) IN HIGHLAND  
HEIGHTS ADDITION TO RIVERSIDE, IOWA; IN  
WASHINGTON COUNTY, IOWA; and

WHEREAS, the owners of the Property, Charles F. Bower and Mariellen F. Bower ("Sellers"), have agreed to sell the Property to the City of Riverside for the sum of Forty-Five Thousand and 00/100 Dollars (\$45,000.00); and

WHEREAS, the Council finds acquisition of the Property to be in the best interest of the City and its residents.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Riverside, Iowa, that the City's purchase of the Property is hereby authorized and approved; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk of the City of Riverside, Iowa, are hereby authorized and directed to execute a Purchase Agreement with Sellers for purposes of facilitating the purchase of the Property, and to execute such further documentation as may be necessary to complete the above-described transaction; and

BE IT FURTHER RESOLVED, the City Clerk is hereby authorized and directed to issue warrants for amounts set forth in the Purchase Agreement, and such other reasonable amounts as may be necessary to complete the above-described transaction.

PASSED AND APPROVED this ~~20<sup>th</sup>~~ day of May 2024.

*3rd of June, 2024*

CITY OF RIVERSIDE, IOWA

By: Allen Schneider, Mayor

ATTEST:

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

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between CHARLES F. BOWER and MARIELLEN F. BOWER ("SELLERS") and the CITY OF RIVERSIDE, IOWA ("BUYER"), an Iowa municipal corporation, as of the date of last signature set forth below ("Effective Date").

SELLERS are the owners of the real property ("Property") situated in the City of Riverside, Washington County, Iowa, locally known as Kleopfer Avenue, Riverside, Iowa 52327, Parcel No. 04-08-376-066, and legally described as follows:

LOT FORTY-FIVE (45) IN PART TWO (2) IN HIGHLAND HEIGHTS ADDITION TO RIVERSIDE, IOWA; IN WASHINGTON COUNTY, IOWA.

SELLERS agree to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be Forty-Five Thousand and 00/100 Dollars (\$45,000.00) upon performance of SELLERS' obligations and satisfaction of BUYER'S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. REAL ESTATE TAXES.

A. Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYER, or BUYER shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

B. BUYER shall pay all subsequent real estate taxes to the extent required by law.

3. SPECIAL ASSESSMENTS.

A. SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.



B. Any preliminary or deficiency assessment that cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

4. **RISK OF LOSS AND INSURANCE.** SELLERS shall bear all risk of loss or damage to the Property prior to closing or possession, whichever first occurs.

5. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLERS' possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall take place on or before May 22, 2024, or such other date as the parties may mutually agree.

6. **CONDITION OF PROPERTY.** SELLERS make no warranties, expressed or implied, as to the condition of the Property and BUYER shall take possession of the Property "as is." BUYER acknowledges BUYER has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

7. **ABSTRACT AND TITLE.** SELLERS, at SELLERS' expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYER'S attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide a marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days' written notice to the other party. The abstract shall become the property of BUYER when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS.

8. **DEED.** Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYER by Warranty Deed prepared by BUYER at BUYER'S expense.

9. **USE OF PURCHASE PRICE.** At the time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

11. **ENVIRONMENTAL MATTERS.** SELLERS warrant to the best of their knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, that require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant the property is not subject to any local,

state or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks.

12. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLERS represent and warrant to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

13. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

14. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in the interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neutral gender according to the context.

15. **REMEDIES OF PARTIES.**

- A. If BUYER fails to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLERS fail to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.
- C. BUYER and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

16. **REAL ESTATE AGENT OR BROKER.** Sellers have elected to use the services of a real estate agent or broker in connection with this transaction. Buyers will be self-representing in connection with this transaction.

17. **CERTIFICATION.** BUYER and SELLERS each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction

pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

18. APPROVAL BY CITY COUNCIL. This Agreement shall be expressly contingent upon approval by the City Council for Riverside, Iowa.

19. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLERS agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

20. ADDITIONAL PROVISIONS. None if not listed in an addendum hereto.

21. EXECUTION. When and if executed by both SELLERS and BUYER, this Agreement shall become a binding contract.

BUYER

CITY OF RIVERSIDE, IOWA,  
an Iowa municipal corporation

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

By: \_\_\_\_\_  
Allen Schneider, Mayor

Attest:

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

Address: City Hall  
60 Greene Street  
Riverside, IA 52327

Telephone: (319) 648-3501

SELLERS

CHARLES F. BOWER  
MARIELLEN F. BOWER

Dated this 14th day of April 2024.

Charles F. Bower  
Charles F. Bower

Mariellen Bower  
Mariellen F. Bower

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RESOLUTION #2024-XX

RESOLUTION TO SET THE DATE FOR PUBLIC HEARING FOR  
AMENDING FY23-24 ANNUAL CITY BUDGET

Whereas, the City of Riverside City Council sets the a date for public hearing for Amending the Fiscal Year 2023-2024 Annual City Budget for June 17<sup>TH</sup>, 2024 at the regular Council Meeting starting at 6:00 pm at Riverside City Hall.

Therefore, be it resolved the City of Riverside City Council does hereby approve the date of the public hearing and attached budget amendment to be published.

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

ROLL CALL VOTE: Sexton, Schneider, Kiene, Mills, Rogerson

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 3<sup>rd</sup> day of June, 2024.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**  
 City of RIVERSIDE  
 Fiscal Year July 1, 2023 - June 30, 2024

The City of RIVERSIDE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

**Meeting Date/Time:** 6/17/2024 06:00 PM

**Contact:** Becky LaRoche

**Phone:** (319) 648-3501

**Meeting Location:** CITY HALL - 60 GREENE STREET

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	908,909	0	908,909
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	908,909	0	908,909
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	770,520	0	770,520
Licenses & Permits	7	11,975	0	11,975
Use of Money & Property	8	12,000	85,000	97,000
Intergovernmental	9	978,126	500,000	1,478,126
Charges for Service	10	964,853	0	964,853
Special Assessments	11	0	0	0
Miscellaneous	12	800	0	800
Other Financing Sources	13	0	0	0
Transfers In	14	1,042,000	1,700,000	2,742,000
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>4,689,183</b>	<b>2,285,000</b>	<b>6,974,183</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	534,152	0	534,152
Public Works	17	330,026	0	330,026
Health and Social Services	18	0	0	0
Culture and Recreation	19	211,645	0	211,645
Community and Economic Development	20	457,750	0	457,750
General Government	21	380,740	55,000	435,740
Debt Service	22	0	0	0
Capital Projects	23	825,000	700,000	1,525,000
Total Government Activities Expenditures	24	2,739,313	755,000	3,494,313
Business Type/Enterprise	25	743,125	105,000	848,125
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>3,482,438</b>	<b>860,000</b>	<b>4,342,438</b>
Transfers Out	27	1,042,000	1,700,000	2,742,000
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>4,524,438</b>	<b>2,560,000</b>	<b>7,084,438</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>164,745</b>	<b>-275,000</b>	<b>-110,255</b>
Beginning Fund Balance July 1, 2023	30	3,604,436	0	3,604,436
<b>Ending Fund Balance June 30, 2024</b>	<b>31</b>	<b>3,769,181</b>	<b>-275,000</b>	<b>3,494,181</b>

**Explanation of Changes:** Increase in Revenues due to additional interest rate, Casino Agreement, and carry over balance of Capital Projects in FY23. Increase in Expenditures due to increase of insurance rates, building repairs, and carry over of Capital Projects from FY23.