

City of Hills

Council Members

Bruce Endris
Steve Harris
Merle Hill
Thom Kirkpatrick
Cathy Knebel

201 N 1st St P O Box 345
Hills, Iowa 52235-0345
Phone 319-679-3197
Fax 319-679-3097
www.hills-ia.org

Mayor

Tim Kemp

City Administrator

Cathy Fitzmaurice-Hill

Deputy Clerk

Donna Hicks

Hills City Council

Regular Meeting

Hills Fire Department Meeting Room @ 7:00 PM

May 22, 2017

1. Consent Agenda:

- a. Agenda
- b. Minutes: May 8, 2017 Council Meeting.
- c. Scheduled list of Claims
- d. Receipts from May 6, 2017 thru May 19, 2017
- e. Casey's Cigarette Permit

2. Public Comments

3. Business:

- a. Public Hearing: FY 17 Budget Amendment
- b. Resolution 2017-13 Amending the Current Budget for Fiscal Year ending June 30, 2017
- c. Second Reading of an Ordinance amending Chapters 15 and 17 of the Hills Code of Ordinances by amending the compensation provided for the Mayor and City Council Members.
- d. Resolution 2017-11 setting reimbursement amount for eligible employees under a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA) for Calendar year 2017.
- e. Discussion and possible action re: Iowa Valley Habitat for Humanity Easements, Protective Covenants, Conditions and Restrictions.
- f. Discussion and possible action re: Shive-Hattery proposal for services for the SRF sponsored project.
- g. Discussion and possible action re: Storm drainage issue on East Ave.

4. Reports:

- a. Mayor
- b. Attorney
- c. City Administrator
- d. Maintenance
- e. Fire Department
- f. Sewer
- g. Water

6. Council Comments

5. Adjournment

Hills City Council Meeting
May 8, 2017
7:00 PM
Hills Fire Station Meeting Room

The Hills City Council meeting was called to order by Mayor Tim Kemp at 7:00 p.m. on Monday, May 8, 2017 at the Hills Fire Station Meeting Room.

Council members present were: Thom Kirkpatrick, Steve Harris, Merle Hill, and Cathy Knebel. Absent: Bruce Endris. Also present: Cathy Fitzmaurice-Hill, City Administrator, Ron Wolfe, Public Works, Ereik Sittig, City Attorney, and Matt Pantel, Asst. Fire Chief.

Consent Agenda: A Motion was made by Knebel and seconded by Hill to approve the consent agenda including agenda items, minutes from the Meeting of April 24, 2017, Scheduled list of claims, receipts from April 22, 2017 thru May 5, 2017, Treasurer's Report and Budget Report. Ayes: 4. Absent: Endris. Motion carried.

Public Comment: None.

Business:

Mayor Kemp provided the First Reading of an Ordinance amending Chapters 15 and 17 of the Hills Code of Ordinances by amending the compensation provided for the Mayor and City Council Members. This Ordinance would raise the Mayor pay to \$225 per month and the Council pay to \$40 for each regular and special meeting attended. The effective date of the Ordinance would be January 1, 2018. A Motion was made by Knebel and seconded by Hill to approve the First Reading of Ordinance 2017-01. A roll call vote was taken: Ayes: Knebel, Hill, Harris, Kirkpatrick – 4. Absent: Endris. The First Reading of Ordinance 2017-01 is approved.

The Council discussed the Main Street Improvements project. The project will need to be bid so plans must be drawn by an engineer. Shive-Hattery will provide plans at its regular hourly rate with an estimate of \$5000-10,000 for the work. After discussion the Council agreed the plan should include two options. The first option would be for milling and overlay work in the same dimensions as the current street. The second option would be for milling and overlay work with an extended shoulder on each side of Main from the east border to East Avenue and also on the north side of Main from the railroad tracks to the west border. A Motion was made by Knebel and seconded by Hill to approve hiring Shive-Hattery to complete the bid documents and assist with the bid process and progress reports. Ayes: 4. Absent: Endris. Motion carried.

The Council learned that Johnson County Emergency Management would be able to provide up to \$3000 towards upgrading the electrical connections on the second military generator. The first was completed at a total cost of \$5100. The funds are available until the end of this fiscal year. A motion was made by Hill and seconded by Harris to approve the upgrades to the second military generator. Ayes: 4. Absent: Endris. Motion carried.

Reports:

Attorney: No report.

Fire Chief: Truck #87 needs repairs.

Maintenance: Lynch Excavating has been contacted and will be able to complete the Post Office drainage prior to the end of the fiscal year.

Sewer: No report

Water: Hydrant flushing will be conducted soon. Notice will be provided. Consumer Confidence Report will be completed this month.

Administrator: The timeline for the sewer project provided by Woodruff was discussed at a pre-construction meeting. Work will begin the first part of June and is scheduled to be complete by January 2018. Changes may be made due to weather and crops. A roundtable discussion on economic development for the City of Hills will be held on June 5th.

Mayor: No report

Council Comments:

A Motion was made by Knebel and seconded by Harris to adjourn the meeting at 7:44 p.m. Ayes: 4. Absent: Endris. Motion carried.

Tim Kemp, Mayor

Attest:

Cathy Fitzmaurice-Hill, City Administrator

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				HILLS BANK & TRUST GENERAL			
				1399 ACCESS SYSTEMS			
18963	1	5/22/17	5/22/17	NEWSLETTER/COPIER LEASE	365.04	001 001-650-6414	1
				INVOICE TOTAL	365.04		
				VENDOR TOTAL	365.04		
				1139 ALLIANT ENERGY/IPL			
MAY17	1	5/22/17	5/22/17	6329341000 1/2 FIRE STAT	81.63	1115 001-150-6371	1
	2			7476601000 STREET LIGHTS	1,043.71	001 001-230-6371	1
	3			6329341000 1/2 FIRE STAT	81.63	001 001-650-6371	1
	8			0100611000 SIREN	33.67	001 001-650-6371	1
	9			0854541000 MAINT BLDG	150.09	001 001-650-6371	1
	10			0071821000 SIGN LIGHT	18.65	001 001-650-6371	1
	11			7980511000 BALL PARK	170.18	001 001-650-6371	1
	14			2788601000 COM CENTER	118.42	001 001-650-6371	1
				INVOICE TOTAL	1,697.98		
				VENDOR TOTAL	1,697.98		
				1466 EVER-GREEN LANDSCAPE NURSERY			
202891	1	5/22/17	5/22/17	PLAYGROUND MULCH	1,548.00	001 001-430-6321	1
				INVOICE TOTAL	1,548.00		
				VENDOR TOTAL	1,548.00		
				1046 GAZETTE COMMUNICATIONS			
50517	1	5/22/17	5/22/17	BUDGET AMEND	117.14	001 001-650-6414	1
				INVOICE TOTAL	117.14		
				15137			
	1	5/22/17	5/22/17	MIN/APRIL REV/EXP	112.49	001 001-650-6414	1
				INVOICE TOTAL	112.49		
				VENDOR TOTAL	229.63		
				1465 NANCY HEBL			
MAY17	1	5/22/17	5/22/17	DEPOSIT REFUND	200.00	001 001-460-6498	1
				INVOICE TOTAL	200.00		
				VENDOR TOTAL	200.00		
				1467 ITC MIDWEST			
MAY17	1	5/22/17	5/22/17	DEPOSIT REFUND COM CENTE	200.00	001 001-460-6498	1
				INVOICE TOTAL	200.00		
				VENDOR TOTAL	200.00		
				1057 K.D. ENGINEERING			
20860	1	5/22/17	5/22/17	MONITOR	229.00	1115 001-150-6230	1
				INVOICE TOTAL	229.00		
				VENDOR TOTAL	229.00		

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
1130 MID AMERICAN ENERGY							
MAY17	1	5/22/17	5/22/17	7799078018 1/2 FIRE STAT	22.94	1115 001-150-6371	1
	2			7799078018 1/2 FIRE STAT	22.94	001 001-650-6371	1
	3			7715078014 CLERK	16.30	001 001-650-6371	1
	6			8240078027 COM CENTER	50.25	001 001-650-6371	1
				INVOICE TOTAL	112.43		
				VENDOR TOTAL	112.43		
1464 CHRISTINE PETERS							
MAY17	1	5/22/17	5/22/17	COM CENTER PLANTINGS	250.84	001 001-460-6310	1
				INVOICE TOTAL	250.84		
				VENDOR TOTAL	250.84		
1198 STAPLES							
MAY17	1	5/22/17	5/22/17	INK FOR FD, OFFICE SUPPL	124.60	001 001-650-6507	1
				INVOICE TOTAL	124.60		
				VENDOR TOTAL	124.60		
1203 STUTSMAN INC							
54507	1	5/22/17	5/22/17	FUEL	39.76	1115 001-150-6331	1
				INVOICE TOTAL	39.76		
				VENDOR TOTAL	39.76		
				GENERAL	4,997.28		
ROAD USE TAX							
1361 CATHY FITZMAURICE- HILL							
MAY1717	1	5/22/17	5/22/17	MILEAGE/WAVERLY	109.00	110 110-210-6331	1
				INVOICE TOTAL	109.00		
				VENDOR TOTAL	109.00		
1203 STUTSMAN INC							
54508	1	5/22/17	5/22/17	FUEL	62.40	110 110-210-6331	1
				INVOICE TOTAL	62.40		
				VENDOR TOTAL	62.40		
				ROAD USE TAX	171.40		
WATER							
1139 ALLIANT ENERGY/IPL							
MAY17	5	5/22/17	5/22/17	0111390000 WELL	36.13	600 600-810-6371	1
	12			6651001000 WELL	344.79	600 600-810-6371	1
	13			6311341000 TREATMENT PLA	833.91	600 600-810-6371	1
				INVOICE TOTAL	1,214.83		
				VENDOR TOTAL	1,214.83		

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
1130 MID AMERICAN ENERGY							
MAY17	4	5/22/17	5/22/17	0882108014 WELL	11.08	600 600-810-6371	1
	5			1613096017 TREATMENT PLA	33.28	600 600-810-6371	1
				INVOICE TOTAL	44.36		
				VENDOR TOTAL	44.36		
				WATER	1,259.19		
SEWER							
1139 ALLIANT ENERGY/IPL							
MAY17	4	5/22/17	5/22/17	2997301000 4TH LIFT STAT	221.11	610 610-815-6371	1
	6			2683821000 LAGOON	743.37	610 610-815-6371	1
	7			1674001000 OAK LIFT STAT	45.98	610 610-815-6371	1
				INVOICE TOTAL	1,010.46		
MAY1717	1	5/22/17	5/22/17	5745759828 HILLS COM LIF	69.10	610 610-815-6371	1
				INVOICE TOTAL	69.10		
				VENDOR TOTAL	1,079.56		
1261 FOX ENGINEERING							
41380	1	5/22/17	5/22/17	WASTEWATER ENG EXPENSE	1,018.10	610 610-815-6490	1
				INVOICE TOTAL	1,018.10		
				VENDOR TOTAL	1,018.10		
1287 KEYSTONE LABORATORIES							
1A03424	1	5/22/17	5/22/17	SEWER TESTS	135.50	610 610-815-6380	1
				INVOICE TOTAL	135.50		
1A03544	1	5/22/17	5/22/17	SEWER TESTS	28.00	610 610-815-6380	1
				INVOICE TOTAL	28.00		
				VENDOR TOTAL	163.50		
				SEWER	2,261.16		
LANDFILL/GARBAGE							
1100 JOHNSON COUNTY REFUSE, INC							
9085	1	5/22/17	5/22/17	GARBAGE TAGS	600.00	670 670-840-6535	1
				INVOICE TOTAL	600.00		
				VENDOR TOTAL	600.00		
				LANDFILL/GARB	600.00		
				HILLS BANK & TRUST TOTAL	9,289.03		
				TOTAL MANUAL CHECKS	.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	9,289.03		
				GRAND TOTALS	9,289.03		

REVENUE REPORT MAY 6, 2017 THRU MAY 19, 2017

PROPERTY TAX	18746.61	
COM CENTER RENT	575	
COM CENTER DEPOSITS	600	
SHELTER RENT	25	
BUILDING PERMIT	885	
CIGARETTE PERMIT	75	
RENT-BALL PARK LOT	1421	
		22,327.61
ROAD USE TAX	5,527.85	
		5,527.85
WATER FEES	14,553.02	
WATER SALES TAX	842.29	
REIMBURSEMENT	402.60	
WATER DEPOSIT	100.00	
		15,897.91
SEWER FEES	11,972.51	
SEWER SALES TAX	88.20	
REIMBURSEMENT	348.50	
		12,409.21
GARBAGE FEES	993.71	
GARBAGE BAGS	253.75	
GARBAGE INTEREST	25.60	
		1,273.06
TOTAL REVENUE		57,435.64

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 30 / 2017 through June 30, 2018

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

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE #2512
Physical Location Address 310 W MAIN ST/PO BOX 135 City HILLS ZIP 52235
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 515-446-6404

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

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

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

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

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING CO. Name (please print) _____
Signature *Julia L. Jackowski* Signature _____
Date 05/10/2017 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

52-482

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2017 - AMENDMENT #2

To the Auditor of JOHNSON County, Iowa:

The City Council of HILLS in said County/Countries met on 5/22/2017, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 2017-13

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2017
(AS AMENDED LAST ON 1/9/2017.)

Be it Resolved by the Council of the City of HILLS

Section 1. Following notice published 5/4/2017

and the public hearing held, 5/22/2017 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	367,326	0	367,326
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	367,326	0	367,326
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	62,807	0	62,807
Licenses & Permits	7	10,525	0	10,525
Use of Money and Property	8	71,110	0	71,110
Intergovernmental	9	148,117	0	148,117
Charges for Services	10	569,579	0	569,579
Special Assessments	11	0	0	0
Miscellaneous	12	1,200	0	1,200
Other Financing Sources	13	3,000,000	0	3,000,000
Transfers In	14	109,840	0	109,840
Total Revenues and Other Sources	15	4,340,504	0	4,340,504
Expenditures & Other Financing Uses				
Public Safety	16	124,506	0	124,506
Public Works	17	90,368	2,500	92,868
Health and Social Services	18	0	0	0
Culture and Recreation	19	116,118	7,700	123,818
Community and Economic Development	20	45,000	0	45,000
General Government	21	216,995	5,000	221,995
Debt Service	22	49,840	0	49,840
Capital Projects	23	0	0	0
Total Government Activities Expenditures	24	642,827	15,200	658,027
Business Type / Enterprises	25	3,338,760	0	3,338,760
Total Gov Activities & Business Expenditures	26	3,981,587	15,200	3,996,787
Transfers Out	27	109,840	0	109,840
Total Expenditures/Transfers Out	28	4,091,427	15,200	4,106,627
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	249,077	-15,200	233,877
Beginning Fund Balance July 1	30	1,745,237	0	1,745,237
Ending Fund Balance June 30	31	1,994,314	-15,200	1,979,114

Passed this 22nd day of May/2017
(Day) (Month/Year)

Signature

City Clerk/Finance Officer

Signature

Mayor

ORDINANCE NO. 2017-01

**AN ORDINANCE AMENDING CHAPTERS 15 AND 17 OF THE
HILLS CODE OF ORDINANCES BY AMENDING THE
COMPENSATION PROVIDED FOR THE MAYOR AND CITY
COUNCIL MEMBERS**

Be it enacted by the City Council of the City of Hills, Iowa:

SECTION 1. AMENDMENT. Section 15.04 is hereby deleted and replaced with the following:

“15.04 COMPENSATION. The salary of the Mayor is two thousand seven hundred dollars (\$2,700.00) per year, payable monthly.”

SECTION 2. AMENDMENT. Section 17.06 is hereby deleted and replaced with the following:

“17.06 COMPENSATION. The salary of each Council member is forty dollars (\$40.00) for each regular and special meeting of the Council attended, payable semiannually.”

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in effect from and after January 1, 2018.

First reading on the 8th day of May, 2017.

Second reading on the ____ day of _____, 2017.

Third and final reading on the ____ day of _____, 2017.

TIM KEMP, MAYOR

ATTEST:

CATHY FITZMAURICE-HILL
CITY ADMINISTRATOR/CLERK

Drafted and approved as to form and substance by City Attorney:

EREK P. SITTIG, CITY ATTORNEY

RESOLUTION 2017-11

A RESOLUTION SETTING REIMBURSEMENT AMOUNT FOR ELIGIBLE EMPLOYEES UNDER A QUALIFIED SMALL EMPLOYER HEALTH REIMBURSEMENT ARRANGEMENT (QSEHRA) FOR CALENDAR YEAR 2017

WHEREAS, the City of Hills has adopted an Employee Handbook that provides eligible employees with a medical care reimbursement under a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA); and

WHEREAS, the annual amount to be reimbursed under a QSEHRA shall be determined annually by the City Council of the City of Hills in an amount not to exceed \$4,950.00 for any employee who does not receive reimbursements for family members or \$10,000.00 for any employee who does receive reimbursements for family members, as set out in 26 U.S.C. 9831(d)(2)(B)(iii), or the maximum amounts determined pursuant to 26 U.S.C. 9831(d)(2)(D); and

WHEREAS, the City Council has determined that a fair amount to be paid under the QSEHRA for calendar year 2017 is \$3,960.00 if an employee does not receive reimbursements for family members and \$7,886.00 if an employee receives reimbursements for family members.

BE IT THEREFORE RESOLVED, that the maximum amount of annual reimbursement under the City's QSEHRA is established for calendar year 2017 to be \$3,960.00 for an eligible employee who does not receive reimbursements for family members and \$7,886.00 for an eligible employee who receives reimbursements for family members.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to provide notice to each eligible employee of the amount to be provided under the arrangement for calendar year 2017.

BE IT FURTHER RESOLVED, that the amount of reimbursement for each eligible employee shall be prorated based upon the date such employee becomes eligible for reimbursement, as set out in 26 U.S.C. 9831(d)(2)(D)(i).

Motion made by _____, seconded by _____ to approve Resolution 2017-11.

YES:

NO:

ABSTAIN:

ABSENT:

Resolution 2017-11 passed and approved this 22nd day of May, 2017.

Tim Kemp, Mayor

ATTEST:

Cathy Fitzmaurice-Hill
City Administrator

Return to: James D. Houghton, 568 Highway 1 West, Iowa City, IA 52246

Prepared by: James D. Houghton, ISBA#00003737, 568 Highway 1 West, Iowa City, IA 52246 (319) 351-8600

EASEMENTS, PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

These Easements, Protective Covenants, Conditions and Restrictions are made this ____ day of May, 2017, by Iowa Valley Habitat for Humanity, (Owners).

WHEREAS, Owners are the owners of the following described property located in Hills, Johnson County, Iowa (the "Property"):

Unit A and Unit B of Lot 20 Oakcrest Hill Estates – Part One, Hills, Iowa, according to the Plat of Survey (Zero Lot Line) recorded in Book ____, Page ____, Plat Records of Johnson County, Iowa.

WHEREAS, Owners have constructed a two-family dwelling on the Property, consisting of two laterally attached dwelling units centered on the common boundary line between **Unit A and Unit B of Lot 20, Oakcrest Hill Estates**, with each dwelling unit having separate public road access and utility services and located on separate parcels of real estate; and

WHEREAS, in constructing the two-family dwelling it has been necessary for a common wall and certain internal common utility lines and easements to exist; and

WHEREAS, in constructing the two-family dwelling it has been necessary for certain external utility easements to exist; and

WHEREAS, Owners desire to provide for the maintenance, repair and replacement of the common wall, for the maintenance, repair and replacement of all common utilities as may, in fact, exist from time to time, and for certain other easements, covenants and restrictions with respect to the Property.

NOW THEREFORE, Owners hereby establish the following Easements, Protective Covenants, Conditions and Restrictions on the Property for the mutual benefit of all who may own any portion of the Property. These Easements, Protective Covenants, Conditions and Restrictions shall be binding upon the present and future owners thereof as covenants running with the land, with the same force and effect as if contained in each conveyance of said land:

1. The common wall connecting the two laterally attached dwelling units shall be a party wall and the owner of each dwelling unit shall have the right to use said wall jointly with the owner of the other dwelling unit as provided by Iowa law, subject to the terms hereof.

2. Except as otherwise provided herein, all elements, including but not limited to utilities, water, sanitary sewer, storm sewer, and driveways, shall be separate utilities and the owner of a dwelling unit shall have no right to use said elements jointly with the owner of the other dwelling unit.
3. Each unit is subject to a reciprocal easement for utilities for the benefit of the other Unit which comprises the Property over the areas extending five feet either side of the common boundary line of Unit A and Unit B.
4. If the common wall or any element therein, is damaged or destroyed or requires maintenance, repair or replacement for any reason, the owner of each dwelling unit shall be jointly and severally liable for the cost of such maintenance, repair or replacement, except that if repair, replacement or restoration is required because of the sole negligent or willful act or omission of the owner of one of the dwelling units, the cost thereof shall be such owner's sole expense; provided, however, any sum received from insurance coverage shall first be applied to such repair, replacement or restoration. The owner of a dwelling unit may seek indemnification or contribution from any party responsible for damage or destruction.
5. The owner of a dwelling unit shall not alter or change the common wall, interior decorations excepted, or any of the pipes or conduits located therein without the express permission of the owner of the other dwelling unit.
6. The owner of each dwelling unit shall bear the expense of any repairs or replacement of the roof covering his dwelling unit. Each owner shall make all necessary repairs and replacements of his dwelling unit at his own expense in order to maintain the interior, exterior and structural portions of the dwelling unit in good condition. The following provisions shall govern exterior repairs or replacement:
 - A. The owner of a dwelling unit may replace exterior components of his dwelling unit with similar components of the same design and color, but may not, either in the course of ordinary replacement, remodeling or restoration after damage or destruction, employ different siding, roofing material or a different color scheme, for the components of the dwelling unit (including but not limited to the exterior doors and garage door), unless first obtaining the written consent of the owner of the other dwelling unit, which consent may only be given if the variation in siding, roofing material or color scheme is adopted by the owner of the other dwelling unit and if such variation satisfies other restrictive covenants of record.
 - B. If any dispute arises concerning a change of siding, roofing materials, or color scheme, the decision of arbitrators appointed pursuant to Section 12 below shall be final and conclusive as to whether the proposed siding, roofing material or color scheme is in harmony with the design of the adjoining dwelling unit.
7. The owner of each dwelling unit shall insure his dwelling unit for 100% replacement value and the proceeds of such policy shall be used to repair, replace, or restore the damaged premises to the same condition that existed before the loss. The owner of each dwelling unit shall coordinate his insurance policy on the premises with the owner of the other dwelling unit in order to assure there is adequate coverage for the unit and all other common aspects, including, but not limited to utilities, water, sanitary sewers, storm sewers, easements and driveway. The owner of each dwelling unit shall be insured to the extent of his interest in the party wall or other common aspect on any insurance policy held by the owner of the other dwelling unit. In addition, the mortgagee of each dwelling unit, if any, shall be designated as

an insured to the extent of its interest in the dwelling unit, that portion of the insurance proceeds required to replace or repair said common wall or other common aspects shall be paid over to the mortgagee of each respective dwelling unit and shall be distributed by the mortgagee as required to make the repairs or replacement.

A mortgagee of this property may also file any document necessary to preserve the restrictive covenants or the limitations of Section 614.24, Code of Iowa, as that Section may be amended from time to time.

8. If the common wall is destroyed or damaged by fire or other casualty or by physical deterioration, any owner may restore it, and shall have an easement over the other dwelling unit for purposes of making such restoration and the owner of the other dwelling unit shall contribute to the cost of restoration thereof on an equal basis without prejudice, however, to the right of any owner to call for a larger contribution from other owner under any rule of law regarding liability for acts or omissions.
9. If any portions of a dwelling unit on any unit of the Plat of Survey shall actually encroach upon any other unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching dwelling unit to the extent of such encroachment so long as the same shall exist.
10. If any repairs, installation or other work is required in the external utility easement area described herein the area shall be returned to the condition prior to such work at the expense of the owner(s) of the dwelling unit(s) benefited by the work. The owner(s) of the dwelling unit(s) benefited by the work shall be responsible for the cost of such work, and the cost of repairing damage to the utilities in the easement area and to the dwelling units. All work shall be done in workmanlike fashion by appropriately licensed personnel. The owner of a dwelling unit may seek indemnification or contribution from any party for the cost of the work.
11. The owner of each dwelling unit agrees to indemnify and to hold harmless the owner of the other dwelling unit for any mechanic's liens arising from work done or materials supplied to make repairs or replacements for which said owner is responsible.
12. If any dispute arises concerning any of the provisions of these Easements, Protective Covenants, Conditions and Restrictions, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and decision of the majority of all the arbitrators shall be final and conclusive of the question presented. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Judge of the District Court of Iowa in and for Johnson County. Arbitration shall be in accordance of the rules of the American Arbitration Association and cost thereof shall be shared equally by the parties.
13. No unit or dwelling unit shall be used for any purpose except for residential purposes. The titleholder of each unit shall keep his unit free of weeds and debris and shall keep the lawn mowed and in good repair. No obnoxious or offensive activity shall be conducted on any unit or dwelling unit, nor shall anything be done thereon which may be an annoyance or nuisance to the owner of the other unit. No unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept outside a garage or dwelling unit. No pets shall be kept in or on the unit except for dogs, cats and other common household pets, provided that they are not kept or maintained for any commercial purpose.

14. Any owner shall have the right to enforce, by any proceeding at law or in equity, the covenants and restrictions contained in these Easements, Protective Covenants, Conditions and Restrictions, subject to the provisions for arbitration set out above.
15. These Easements, Protective Covenants, Conditions and Restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until and unless amended or revoked by consent of the owners of both dwelling units.
16. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.
17. In the event that any provision of these Easements, Protective Covenants, Conditions and Restrictions shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from these Easements, Protective Covenants, Conditions and Restrictions but every other provision of this Agreement shall remain in full force and effect.

DATED this ____ day of May, 2017.

Iowa Valley Habitat for Humanity
an Iowa Nonprofit Corporation

By: _____
Janel Stephens, President

By: _____
Mark Patton, Executive Director

STATE OF IOWA, COUNTY OF JOHNSON: ss:

This record was acknowledged before me on this ____ day of May, 2017, by Janel Stephens as President of Iowa Valley Habitat for Humanity.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON: ss:

This record was acknowledged before me on this ____ day of May, 2017, by Mark Patton as Executive Director of Iowa Valley Habitat for Humanity.

Notary Public in and for the State of Iowa

PROPOSAL FOR SERVICES

TO: City of Hills

ATTN: Cathy Fitzmaurice-Hill, City Administrator
201 N. 1st Street
Hills, IA 52235

PROJECT NAME: Hills SRF Sponsored Project

DATE: May 9, 2017

PROJECT DESCRIPTION: Design, bidding and construction phase services for improvements to Main Street parking areas and sidewalks between Lassie Street and East Avenue. Improvements to parking areas generally shall consist of permeable paver parking stalls and sidewalk replacement on the north side of the street, LED light poles with banner arms, permeable paver parking stalls on the south side of the street in front of Hills Bank, and new parking islands. Improvements are illustrated on attached Exhibit A. The Concept Phase cost opinion for this project scope is \$300,000.

The undersigned Client and Shive-Hattery, Inc. (S-H) agree as follows:

SCOPE OF SERVICES: S-H will provide the following professional services:

1. **Design Phase:** Design phase shall include the following services.
 - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, utilities as located by One-Call, easements, and right-of-way. The survey will be used as the base map for the design plans.
 - b. Subsurface Investigation: We will provide pavement core samples for the proposed permeable pavement areas.
 - c. Design Services: We will provide design services for the project. The design process/approach will include regular meetings with City staff. The design process will also include meetings and coordination with DNR grant administration staff.
 - e. Construction Documents: Construction documents will consist of preparing plans, specifications, and bidding documents for bidding and construction. The package will be reviewed and approved by City staff and DNR staff prior to authorization for public hearing and distribution to bidders.
 - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
 - g. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.



2. **Bidding Phase:** Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to Owner regarding award of contract.
3. **Construction Phase:** Services include the following based upon a twelve-week construction period.
 - a. Prepare and distribute construction contract and Notice to Proceed.
 - b. Review form of contract, bonds, and insurance.
 - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
 - d. Provide construction staking.
 - e. Provide construction testing including subgrade compaction and concrete testing.
 - f. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
 - g. Facilitate and participate with weekly construction progress meetings.
 - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
 - i. Review payment applications and provide recommendation to Owner for payment.
 - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
 - k. Provide Record Drawings.

CLIENT RESPONSIBILITIES: It will be your responsibility to provide the following:

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Schedule and conduct informational meeting(s) with the public, property owners, and affected businesses as deemed necessary.
3. Provide necessary right-of-way and/or easements as required for construction of the project.
4. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer, property owners, and businesses.
5. Environmental permitting, if required.
6. Provide funding for the project and administration of the SRF grant.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand that the project schedule goal is for bidding to occur winter 2017 with construction to begin early 2018.

COMPENSATION: We will provide the Scope of Services for the following fee:

Design & Bidding Phase Services	\$ 29,000	Lump Sum
Construction Phase	\$ 14,000	Hourly (estimated)
Reimbursable Expenses	\$ 1,000	As incurred (estimated)
Total	\$ 44,000	

We will not proceed with Bidding or Construction Phase services until authorized by the City.

ADDITIONAL SERVICES: Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates.

AGREEMENT: This proposal shall become the Agreement for Services when signed and dated by both parties. The attached **STANDARD TERMS AND CONDITIONS** are made a part of this proposal and Agreement for Services. Please return a signed copy to us.

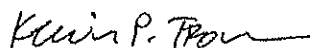
ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is
authorized to proceed:

THE CITY OF HILLS, IOWA

SHIVE-HATTERY, INC.

BY: _____



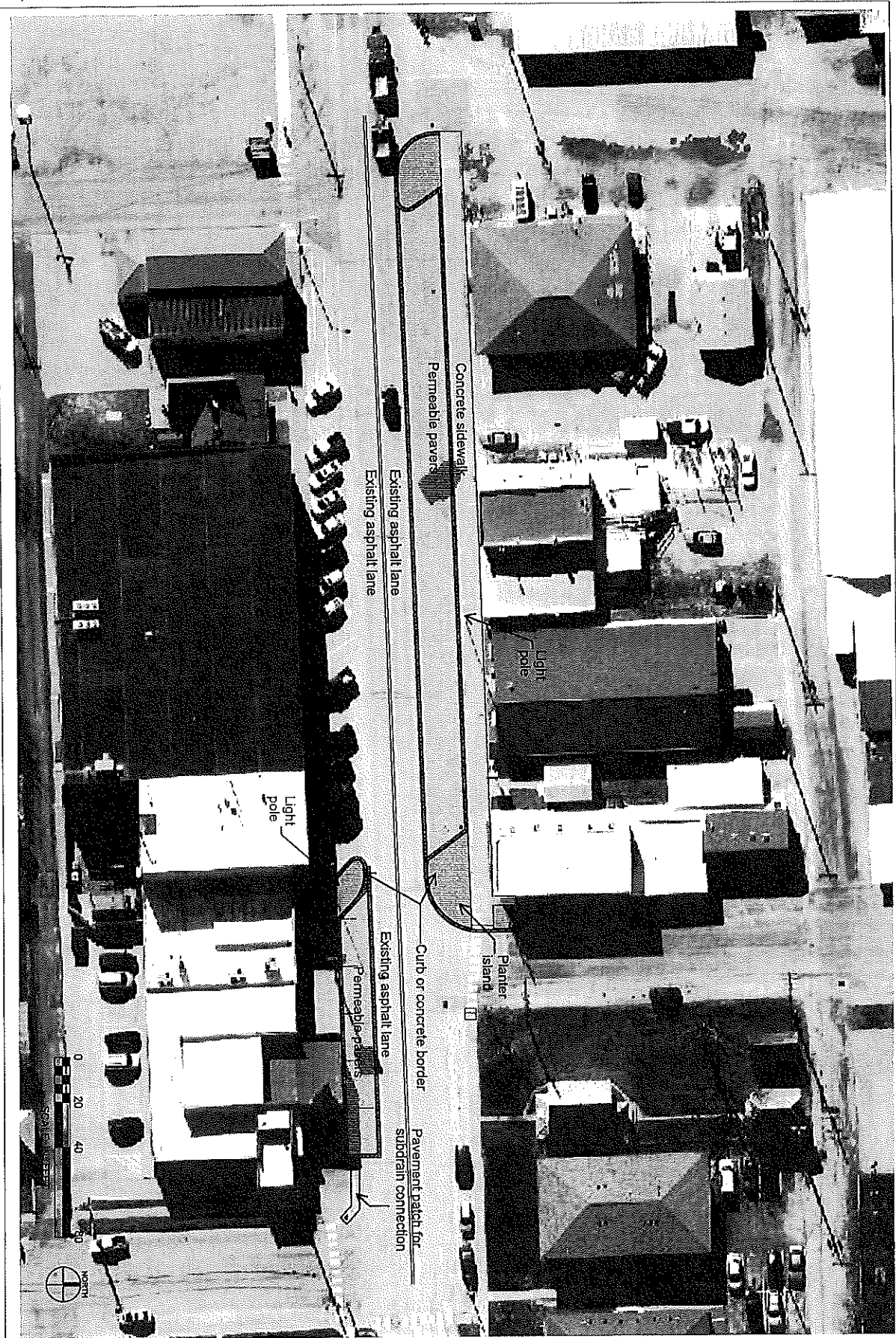
Kevin P. Trom, P.E.
Project Manager

TITLE: _____

DATE ACCEPTED: _____

KPT/bad

Enc.: Standard Terms and Conditions
Exhibit A



Hills SRF Sponsored Project
Exhibit A

SHEET NO.

PROJECT NO.

116300P

DATE
DRAWN
APPROVED

REV
REV
REV

SCALE
FIELD BOOK
REVISION

SHIVEHATTERY
ARCHITECTURE+ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 164-000214

**HILLS SRF SPONSORED PROJECT
CONCEPT COST OPINION**

#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Main Street North Side - Permeable Pavers Including Curb and Sidewalk					
1	Mobilization	1	LS	\$15,000	\$15,000
2	Erosion Control	1	LS	\$1,000	\$1,000
3	Remove existing pavement	1,200	SY	\$12	\$14,400
4	Permeable Pavers Lot, including setting bed	5,000	SF	\$6	\$30,000
5	Clean stone below setting bed, approx. 18"	525	TON	\$26	\$13,650
6	18" pavement band - edge restraint for pavers, 8"	50	SY	\$55	\$2,750
7	Geotextile Fabric	5,000	SF	\$2	\$10,000
8	Haul out material	275	CY	\$20	\$5,500
9	PCC Curb & Gutter edge for pavers	450	LF	\$26	\$11,700
10	Subdrain tile	350	LF	\$10	\$3,500
11	Storm Structure	3	EA	\$3,500	\$10,500
12	Signage - Informational Panels	1	LS	\$1,000	\$1,000
13	Sidewalk replacement needed for paver work, 6"	400	SY	\$45	\$18,000
14	ADA truncated domes	40	SF	\$50	\$2,000
15	Pavement striping	1	LS	\$3,000	\$3,000
16	Traffic control	1	LS	\$3,000	\$3,000
17	Project contingency (20%)	1	LS	\$30,000	\$30,000
Subtotal					\$175,000
Engineering / Construction Admin / Staking (15%)					\$27,000
Subtotal - Main Street North Side Permeable Pavers					\$202,000

#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Main Street South Side - Permeable Pavers					
1	Mobilization	1	LS	\$3,000	\$3,000
2	Erosion Control	1	LS	\$500	\$500
3	Remove existing pavement	250	SY	\$12	\$3,000
4	Permeable Pavers Lot, including setting bed	1,500	SF	\$6	\$9,000
5	Clean stone below setting bed, approx. 18"	150	TON	\$26	\$3,900
6	18" pavement band - edge restraint for pavers, 8"	30	SY	\$55	\$1,650
7	Geotextile Fabric	1,500	SF	\$2	\$3,000
8	Haul out material	70	CY	\$20	\$1,400
9	PCC Curb & Gutter edge for pavers	150	LF	\$25	\$3,750
10	Subdrain tile	160	LF	\$10	\$1,600
11	Pavement patch for subdrain, 8"	20	SY	\$55	\$1,100
12	Pavement striping	1	LS	\$2,000	\$2,000
13	Traffic control	1	LS	\$3,000	\$3,000
14	Project contingency (20%)	1	LS	\$8,000	\$8,000
Subtotal					\$44,900
Engineering / Construction Admin / Staking (15%)					\$7,000
Subtotal - Main Street South Side Permeable Pavers					\$52,000

Subtotal - SRF-eligible items \$254,000

#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Non-SRF Items					
1	New light post	2	EA	\$10,000	\$20,000
2	Landscaping	1	LS	\$9,000	\$9,000
3	Project contingency (20%)	1	LS	\$6,000	\$6,000
Subtotal					\$35,000
Engineering / Construction Admin / Staking (15%)					\$6,000
Subtotal - Non-SRF Items					\$41,000
TOTAL					\$295,000
Anticipated SRF Project Funding					\$230,000

"TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS ESTIMATE IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS ESTIMATE."



LYNCH'S EXCAVATING, INC.

1967 Baker Ave.
West Branch, IA 52358
319-643-7135/Fax 319-643-7151

Estimate

DATE	ESTIMATE NO.
5/10/2017	3349

NAME / ADDRESS
CITY OF HILLS ATTN: RON PO BOX 345 HILLS, IA 52235

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
INTAKE BY POST OFFICE			
1. ALL LABOR, EQUIPMENT AND MATERIALS TO INSTALL 1 24" NYLO PLAST INTAKE WITH FLAT TRAFFIC GRATE, TIEING 12" STORM TO EXISTING STORM ON WEST SIDE OF STREET	1	6,835.00	6,835.00
2. ALL LABOR, EQUIPMENT AND MATERIALS TO REPAIR ASPHALT TO MATCH EXISTING ASPHALT	1	1,548.00	1,548.00
NOTE: PRICE GOOD UNDER NORMAL SOIL CONDITIONS ONLY AND DOES NOT INCLUDE ANY LAYOUT OR TESTING		0.00	0.00
FINAL PAYMENT DUE UPON COMPLETION OF JOB.			\$8,383.00
		(6.0%)	\$0.00
		TOTAL	\$8,383.00

SIGNATURE _____