

## City of Hills

### Council Members

Bruce Endris  
Steve Harris  
Merle Hill  
Thom Kirkpatrick  
Cathy Knebel

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### Mayor

Tim Kemp  
**City Administrator**  
Cathy Fitzmaurice-Hill  
**Deputy Clerk**  
Donna Hicks

Joint Meeting  
Hills City Council  
Fire Department  
Township Trustees  
Hills Fire Department Meeting Room @ 6:00 PM  
June 8, 2015

- Annual meeting to update Township Trustees
- Discussion of new Fire Protection Agreement with Township Trustees

Hills City Council  
Regular Meeting  
Hills Fire Department Meeting Room @ 7:00 PM  
June 8, 2015

- **Consent Agenda:**
  - Minutes from meeting May 27, 2015
  - Bills and receipts from May 27 thru June 8, 2015
- **Public Discussion**
- **New Business**
  - Second Reading of an Ordinance amending the Code of Ordinances of the City of Hills, Iowa, by replacing portions of Chapter 18 related to Sewer Rates and Billing.
  - Resolution 2015-25 authorizing the Mayor to execute Change Order No. 1 to the Contract with Maguire Iron Inc for Hills Municipal Water System - Division 2.
  - Resolution 2015-26 approving and authorizing the Mayor to sign Contractor's Application for Payment No. 9 to the contract with Maguire Iron Inc for Hills Municipal Water System - Division 2.
  - Discussion and possible action on special sewer rates.

### **Previous Business**

- Discussion and possible action on Water utility.
- Discussion and possible action on Wastewater Treatment Plant Facility Plan.
- **Council Action List, Comments, Concerns, Reports**
  - Mayor
  - Attorney
  - City Administrator
  - Maintenance
  - Fire Department
  - Sewer
- **Adjournment**

FIRE PROTECTION AND FIRST RESPONDER AID SERVICES AGREEMENT BETWEEN  
THE CITY OF HILLS, PLEASANT VALLEY TOWNSHIP, SHARON TOWNSHIP,  
LIBERTY TOWNSHIP, EAST LUCAS TOWNSHIP, AND WEST LUCAS TOWNSHIP

This Agreement is made pursuant to Sections 359.42 and 28E.32 of the Code of Iowa by and between the City of Hills (hereinafter referred to as “the City”) and Liberty Township, East Lucas Township, West Lucas Township, Pleasant Valley Township, and Sharon Township (hereinafter referred to as “the Townships”), all located in Johnson County, Iowa.

1. Purpose. The purpose of this agreement is to provide fire protection and first responder aid services to the residents of certain areas of the Townships.
2. Areas Served. The City shall provide such services as are required by this agreement to the areas of the Townships denoted on Exhibits A-E.
3. Equipment. The City shall provide, maintain, house, and staff by volunteers the fire protection, first responder, and other emergency equipment to be used under this agreement. The Townships acknowledge that none of them shall have any ownership interest in any equipment or property used by the City’s Fire Department.
4. Personnel. The City shall be solely responsible for training, providing equipment for, and insuring the City’s fire personnel.
5. Control. The City shall retain control over all functions of its fire department. Whether and what fire or first responder personnel and apparatus shall be dispatched for any given event in any area covered by this agreement shall be solely determined by the City’s Fire Chief or the officer in command for such event.
6. Administration. The City’s City Administrator and Fire Chief shall be the administrators of this agreement and no separate entity or joint board shall be created for that purpose.
7. Duration. The term of this agreement shall be from July 1, 2015, through and including June 30, 2017.
8. Compensation. For each fiscal year covered by this agreement, the Townships shall each pay to the City the amounts set out in the table below:

	2015-2016	2016-2017
Liberty	\$11,300	\$12,000
East Lucas	\$7,000	\$7,400
West Lucas	\$14,300	\$17,000
Sharon	\$6,000	\$6,400
Pleasant Valley	\$10,200	\$10,800

Each of the Townships shall levy a tax as prescribed by the Code of Iowa to pay for its respective share of fire expenses as set out in this agreement.

9. City Support. The City shall be responsible for any budgeted amounts above and beyond those to be paid by the Townships as set out in this agreement, and may levy a tax pursuant to the Code of Iowa for that purpose.

10. Fire Department Budget. The City shall create a budget of expenditures for its fire department for each fiscal year and shall provide such budget to the Townships no later than January 1 prior to the time of tax asking by the City for the ensuing fiscal year. Such budget shall include the amount each Township shall be required to pay under this agreement for the upcoming fiscal year.

11. Township Payments. The Townships shall each promptly transmit, on or before both December 1 and June 1 of each year, one half of the amounts to be paid to the City for that fiscal year under this agreement. All payments shall be sent to the City Administrator/Clerk of the City of Hills.

12. Mutual Aid Agreements. The parties acknowledge that all equipment owned and used by the City's fire department may be used outside of the service area covered by this agreement pursuant to mutual aid agreements with other fire protection providers.

13. Insurance. The City shall maintain adequate insurance for bodily injury, property liability, workers' compensation, and errors and omissions, as required by Iowa law and as otherwise appropriate.

14. Liability. The parties shall indemnify, defend, and hold each other harmless against all claims and expenses, including legal expenses and reasonable attorney's fees, arising out of the death of or injury to any person or persons or out of damage to property, and against any other claim, proceeding, demand, expense and liability of any kind resulting from any action or inaction by any party that is not an action or inaction of another party. Each party reserves the right to retain counsel of its own to defend its respective interests.

15. Jurisdiction, Venue, and Attorney's Fees. If any dispute between the parties related to this agreement cannot be resolved without legal proceedings, the parties consent and agree that the District Court for Johnson County, Iowa, shall be the venue for such proceedings and that the proceedings shall be decided in accordance with the laws of the State of Iowa. The prevailing party in any proceeding shall be entitled to recover reasonable attorney fees from the non-prevailing parties to the dispute.

16. Withdrawal/Termination. In the event that any party to this Agreement wishes to withdraw from the Agreement, such party shall deliver a written notice to all other parties to the Agreement at least sixty (60) days prior to the effective date of such withdrawal or termination.

Upon majority vote of all parties, or upon the sole determination of the City, this Agreement may be dissolved at any time and such dissolution shall be effective no sooner than sixty (60) days after such vote is taken or determination is made. A termination of this Agreement will not bar any or all of the parties from entering into a separate agreement for the same services.

A withdrawing Township, or all Townships upon termination of this agreement, shall receive a refund of any funds paid in advance for services prorated through the effective date of the withdrawal or termination.

In the event that any party does not wish to enter into a new agreement following the natural expiration of this Agreement, said party shall provide all other parties written notice no less than 90 days prior to June 30, 2017.

17. Firefighter Liability. No provision of this agreement shall be make any member of the City's fire department individually liable for any damage caused to any property or for any bodily injury suffered to any person related to the performance of his or her duties in fighting any fire, in failing to answer any call, in failing to respond as a first responder, or for any other cause whatsoever.

11. Amendment. This Agreement may be amended by subsequent written agreement executed by all parties.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Each party has had ample opportunity to seek independent advice with regard to the terms of this Agreement.

The officials signing below acknowledge that the foregoing Agreement has been reviewed and approved by the duly elected representatives of his or her respective Township or City.

CITY OF HILLS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tim Kemp, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cathy Fitzmaurice-Hill, City Administrator/Clerk

Hills City Council  
Meeting  
May 27, 2015  
7:00 PM

Hills Fire Station Meeting Room

The regular Hills City Council meeting was called to order by Mayor Tim Kemp at 7:00 PM on Wednesday, May 27, 2015 at the Hills Fire Station Meeting Room.

Council members present were: Cathy Knebel, Bruce Endris, Merle Hill and Thom Kirkpatrick. Absent: Steve Harris. Also present: Cathy Fitzmaurice-Hill, City Administrator, Ron Wolfe, Public Works, Jim Wolfe, Project Manager, Jason Van Nevel, Fire Chief, Ere Sittig, City Attorney, Kevin Trom, City Engineer.

A motion was made by Knebel and seconded by Kirkpatrick to approve the consent agenda approving minutes from May 11, 2015, bills/receipts from May 11, 2015 thru May 27, 2015. Ayes: 4. Motion carried.

**Public Discussion:** None.

**New Business:**

Mayor Kemp opened the Public Hearing for an Ordinance amending the Code of Ordinances of the City of Hills, Iowa, by replacing portions of Chapter 18 related to Sewer Rates and Billing at 7:01. There were no comments or concerns voiced by the public. The public hearing was closed at 7:02 by Mayor Kemp.

The Council considered the Ordinance increasing sewer rates which provides for an increase in sewer rates effective July 1, 2015 to \$35/month for residential and \$50/month for commercial. The Ordinance also provides for an increase in sewer rates effective July 1, 2016 to \$45/month residential and \$60/month commercial. A motion was made by Kirkpatrick and seconded by Endris to approve the First Reading of An Ordinance amending the Code of Ordinances of the City of Hills, Iowa, by replacing portions of Chapter 18 related to Sewer Rates and Billing. Roll call was held. Ayes – 4. First Reading approved. Absent: Harris.

The Council received a recommendation from P&Z to approve the Amended Preliminary Plat presented by Hills Commercial Park with an 80 foot extension completed to the adjoining property. P&Z further recommends the lift station be a public lift station. The Council reviewed the Amended Plat with representatives from Streb & Streb Partnership and City Engineer, Kevin Trom. Trom recommended approval of the plan as the preferred alternative for the installation of sewer on this property. He expressed his concern with adding a lift station and recommended that the Council consider requiring it to be a private lift station. City Attorney, Ere Sittig, pointed out the difficulty of maintaining a system with public lines and private lift station. A motion was made by Hill and seconded by Knebel to approve the Amended Plat with public lift station. Ayes – 4. Motion carried.

Resolution 2015-24 was presented authorizing the Mayor to execute Change Order No. 8 to the Contract with Dave Schmitt Construction Co Inc for Hills Municipal Water System – Division 1. This Change order includes adding wiring for an exhaust fan control in chemical feed room at a cost of \$893.45, installing permeate water lines to lime and bicarbonate mix tanks at a cost of \$2,087.07 and extending the Milestone 4 completion date from July 11, 2015 to July 25, 2015. Fox Engineering has recommended approval of the fan and extension. The Council requested more information on installing permeate water lines. A motion was made by Hill and seconded by Kirkpatrick to approve Resolution 2015-24 to include \$893.45 for wiring and the extension of completion date. Roll call was held. Ayes. -4. Absent: Harris. Resolution passed.

**Previous Business:**

Jim Wolfe updated the Council that finish work on the tower is ongoing. Neumiller is working on completing wiring at treatment plant and building is on schedule for completion.

**REPORTS:**

**Attorney:** No report.

**Fire Chief:** Jason requested information from the Council in regard to the future water system in the Fire Station and how tanks would be filled. After discussion the Council asked Jason to get some ideas and estimates on creating fill stations for each bay. The Department will hold a house burn training on June 7<sup>th</sup>. The Fire Department Dance will be held May 30<sup>th</sup>.

**Maintenance:** No report.

**Sewer:** Bruce reported that the fence at the sewer lagoon needs repair. He will have seasonal helper assist with repairs. He had questions in regard to what might be used in the upgrades. The Council suggested he talk with Fox Engineering.

**Administrator:** Cathy reported on sewer billing and provided the Council with information on special billing agreements. She asked for direction from the Council on how that billing should be handled in the future, given the new increases.

**Mayor:** Tim reported that the City has received a request from United Way of Johnson & Washington Counties to assist with the Disaster Preparedness Fund based on a formula using City population. The City share would be \$228 annually until the fund balance reaches \$120,000. He suggested that we contribute to the fund. The Council agreed.

A motion was made by Hill and seconded by Knebel to adjourn the meeting at 8:01 PM. Ayes: 4 Motion carried.

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Tim Kemp, Mayor

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Cathy Fitzmaurice-Hill, Administrator

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
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HILLS BANK & TRUST GENERAL							
UN15	2	6/08/15	6/08/15	1010 CASEY'S GENERAL STORE CORPORAT FOOD FOR TRAINING	62.41	001 001-150-6230	1
				INVOICE TOTAL	62.41		
				VENDOR TOTAL	62.41		
UN15	1	6/08/15	6/08/15	1361 CATHY FIZTMAURICE-HILL INS REIMBURSEMENT	231.82	001 001-620-6150	1
				INVOICE TOTAL	231.82		
				VENDOR TOTAL	231.82		
2573	1	6/08/15	6/08/15	1013 CITY OF IOWA CITY LIBRARY CONTRACT	606.25	001 001-410-6430	1
				INVOICE TOTAL	606.25		
				VENDOR TOTAL	606.25		
UN15	1	6/08/15	6/08/15	1320 CAPITAL ONE COMMERCIAL OFFICE SUPPLIES	16.84	001 001-650-6507	1
				INVOICE TOTAL	16.84		
				VENDOR TOTAL	16.84		
UN15	1	6/08/15	6/08/15	1335 DEREK BARNARD WEBSITE MANAGEMENT	60.00	001 001-650-6419	1
				INVOICE TOTAL	60.00		
				VENDOR TOTAL	60.00		
2589	1	6/08/15	6/08/15	1038 FARMERS SUPPLY SALES INC MOWER REPAIRS	144.69	001 001-430-6320	1
				INVOICE TOTAL	144.69		
				VENDOR TOTAL	144.69		
584333	1	6/08/15	6/08/15	1046 GAZETTE COMMUNICATIONS 5-11 MINUTES	93.42	001 001-650-6414	1
				INVOICE TOTAL	93.42		
				VENDOR TOTAL	93.42		
7523	1	6/08/15	6/08/15	1071 IMWCA WORK COMP PREMIUM	1,560.00	001 001-650-6160	1
				INVOICE TOTAL	1,560.00		
				VENDOR TOTAL	1,560.00		
362921	1	6/08/15	6/08/15	1382 PLUMB SUPPLY COMPANY WATER HEATER-BALL PARK	410.71	001 001-650-6310	1
				INVOICE TOTAL	410.71		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
3386562	1	6/08/15	6/08/15	PARTS-BALL PARK	11.67	001	001-650-6310	1
				INVOICE TOTAL	11.67			
3399568	1	6/08/15	6/08/15	COMMUNITY CENTER URINAL	100.29	001	001-460-6310	1
				INVOICE TOTAL	100.29			
				VENDOR TOTAL	522.67			
JUN15	1	6/08/15	6/08/15	1193 SHARON TELEPHONE 1/2 FIRE DEPT 224	37.94	001	001-150-6373	1
	2			1/2 FIRE DEPT 224	37.94	001	001-650-6373	1
	4			MAINT BLDG 223	37.80	001	001-650-6373	1
	5			CLERK 513	138.08	001	001-650-6373	1
				INVOICE TOTAL	251.76			
				VENDOR TOTAL	251.76			
1151060-3	1	6/08/15	6/08/15	1195 SHIVE HATTERY GRADE 8 PROF STAFF	342.00	001	001-699-6490	1
	2			ADMINISTRATIVE SUPPORT	28.00	001	001-699-6490	1
				INVOICE TOTAL	370.00			
				VENDOR TOTAL	370.00			
299790	1	6/08/15	6/08/15	1376 STOREY KENWORTHY UTILITY BILLS	318.01	001	001-650-6506	1
				INVOICE TOTAL	318.01			
				VENDOR TOTAL	318.01			
190122	1	6/08/15	6/08/15	1203 STUTSMAN INC FIRE DEPT FUEL	114.82	001	001-150-6331	1
				INVOICE TOTAL	114.82			
				VENDOR TOTAL	114.82			
JUN1515	1	6/08/15	6/08/15	1216 U S POST OFFICE NEWSLETTER	75.03	001	001-650-6508	1
				INVOICE TOTAL	75.03			
				VENDOR TOTAL	75.03			
JUNE15	1	6/08/15	6/08/15	1383 UNITED WAY OF JOHNSON/WASH CO DISASTER PREPAREDNESS SE	227.64	001	001-650-6515	1
				INVOICE TOTAL	227.64			
				VENDOR TOTAL	227.64			
				GENERAL	4,655.36			
				ROAD USE TAX				
JUN15	1	6/08/15	6/08/15	1010 CASEY'S GENERAL STORE CORPORAT FUEL	228.15	110	110-210-6331	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ	
				INVOICE TOTAL	228.15					
				VENDOR TOTAL	228.15					
433712	1	6/08/15	6/08/15	1111 LINDER TIRE TIRE REPAIR	20.00	110		110-210-6332	1	
				INVOICE TOTAL	20.00					
				VENDOR TOTAL	20.00					
190123	1	6/08/15	6/08/15	1203 STUTSMAN INC MAINT FUEL	39.09	110		110-210-6331	1	
				INVOICE TOTAL	39.09					
				VENDOR TOTAL	39.09					
				ROAD USE TAX	287.24					
				WATER						
JUN15	2	6/08/15	6/08/15	1320 CAPITAL ONE COMMERCIAL WATER FOR STUTSMANS	27.12	600		600-810-6490	1	
				INVOICE TOTAL	27.12					
				VENDOR TOTAL	27.12					
JUN15	1	6/08/15	6/08/15	1124 JIM WOLFE PROJECT MANAGMENT	324.00	600		600-810-6010	1	
				INVOICE TOTAL	324.00					
				VENDOR TOTAL	324.00					
JUN15	1	6/08/15	6/08/15	1348 STEVE FLAKE WATER SUP FEE	750.00	600		600-810-6010	1	
				INVOICE TOTAL	750.00					
				VENDOR TOTAL	750.00					
				WATER	1,101.12					
				SEWER						
JUN15	1	6/08/15	6/08/15	1034 BRUCE ENDRIS SEWER CONTRACT	1,025.00	610		610-815-6010	1	
				INVOICE TOTAL	1,025.00					
				VENDOR TOTAL	1,025.00					
LY03891	1	6/08/15	6/08/15	1287 KEYSTONE LABORATORIES SEWER TESTS	78.38	610		610-815-6380	1	
				INVOICE TOTAL	78.38					
LY03987	1	6/08/15	6/08/15	SEWER TESTS	41.68	610		610-815-6380	1	
				INVOICE TOTAL	41.68					



INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
					VENDOR TOTAL	120.06	
JUN15	3	6/08/15	6/08/15	1193 SHARON TELEPHONE LIFT STATION 2107	37.30	610 610-815-6373	1
					INVOICE TOTAL	37.30	
					VENDOR TOTAL	37.30	
JUN15	1	6/08/15	6/08/15	1216 U S POST OFFICE UTILITY BILLS	63.00	610 610-815-6508	1
					INVOICE TOTAL	63.00	
					VENDOR TOTAL	63.00	
					SEWER	1,245.36	
LANDFILL/GARBAGE							
JUN15	1	6/08/15	6/08/15	1014 CITY OF IOWA CITY LANDFIL LANDFILL FEES	176.15	670 670-840-6491	1
					INVOICE TOTAL	176.15	
					VENDOR TOTAL	176.15	
JUN15	1	6/08/15	6/08/15	1100 JOHNSON COUNTY REFUSE, INC GARBAGE COLLECTION	1,230.25	670 670-840-6492	1
					INVOICE TOTAL	1,230.25	
JUNE15	1	6/08/15	6/08/15	YEARLY TAGS	57.50	670 670-840-6535	1
					INVOICE TOTAL	57.50	
					VENDOR TOTAL	1,287.75	
JUN15	2	6/08/15	6/08/15	1216 U S POST OFFICE UTILITY BILLS	63.00	670 670-840-6508	1
					INVOICE TOTAL	63.00	
					VENDOR TOTAL	63.00	
					LANDFILL/GARB	1,526.90	
					HILLS BANK & TRUST TOTAL	8,815.98	
					TOTAL MANUAL CHECKS	.00	
					TOTAL E-PAYMENTS	.00	
					TOTAL PURCH CARDS	.00	
					TOTAL ACH PAYMENTS	.00	
					TOTAL OPEN PAYMENTS	8,815.98	
					GRAND TOTALS	8,815.98	

ACCOUNT NUMBER	ACCOUNT NAME	DATE	JOURNAL RECEIVED FROM/ALPHA ID	RECEIPT NO REF/DESCRIPTION	AMOUNT
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600-810-4500	CHARGES/FEES FOR SERVICES				
		6/03/15	UB2471 WA CASH POSTING		40.75
		6/03/15	UB2471 WA CASH POSTING		8.00-
		6/03/15	UB2474 WA CASH POSTING		105.00
		6/05/15	UB2481 WA CASH POSTING		435.00
		6/05/15	UB2481 WA CASH POSTING		77.75
		6/05/15	UB2481 WA CASH POSTING		2.50-
	ACCOUNT TOTAL				1,974.02
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600-810-4530	PENALTIES				
		5/26/15	UB2459 WA CASH POSTING		5.00
		5/29/15	UB2464 WA CASH POSTING		55.00
		6/01/15	UB2467 WA CASH POSTING		40.00
		6/03/15	UB2471 WA CASH POSTING		65.00
		6/03/15	UB2474 WA CASH POSTING		10.00
		6/05/15	UB2481 WA CASH POSTING		20.00
	ACCOUNT TOTAL				195.00
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600-810-4550	MISC CHARGE FOR SERVICES				
		5/28/15	UB2461 WA CASH POSTING		10.00-
	ACCOUNT TOTAL				10.00-
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600-810-4730	DEPOSITS				
		6/03/15	UB2474 WA CASH POSTING		75.00
	ACCOUNT TOTAL				75.00
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610-815-4300	INTEREST				
		5/27/15	GL1307 HILLS BANK AND TRUST	CD INT - SEWER 10100964	43.53
		6/04/15	GL1313 CD INTEREST		142.83
	ACCOUNT TOTAL				186.36
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610-815-4500	CHARGES/FEES				
		5/26/15	UB2459 SW CASH POSTING		133.50
		5/26/15	UB2459 SW CASH POSTING		20.00
		5/28/15	UB2461 SW CASH POSTING		50.00-
		5/29/15	UB2464 SW CASH POSTING		298.25
		5/29/15	UB2464 SW CASH POSTING		60.00
		6/01/15	UB2467 SW CASH POSTING		382.44
		6/01/15	UB2467 SW CASH POSTING		45.00
		6/03/15	UB2471 SW CASH POSTING		768.50
		6/03/15	UB2471 SW CASH POSTING		105.00
		6/03/15	UB2474 SW CASH POSTING		65.00
		6/03/15	UB2474 SW CASH POSTING		10.00
		6/05/15	UB2481 SW CASH POSTING		40.00
		6/05/15	UB2481 SW CASH POSTING		858.39
		6/05/15	UB2481 SW CASH POSTING		40.00

ACCOUNT NUMBER	ACCOUNT NAME	DATE	JOURNAL	RECEIVED FROM/ALPHA ID	RECEIPT NO REF/DESCRIPTION	AMOUNT
610-815-4500	CHARGES/FEES					
	ACCOUNT TOTAL					2,776.08
610-815-4560	SALES TAX COLLECTED					
6/05/15	UB2481	SW CASH POSTING				2.40
	ACCOUNT TOTAL					2.40
670-840-4300	INTEREST					
6/02/15	GL1311	HILLS BANK			CS INT - GARB	268.44
	ACCOUNT TOTAL					268.44
670-840-4501	GARBAGE FEES					
5/26/15	UB2459	GB CASH POSTING				14.25
5/26/15	UB2459	GB CASH POSTING				20.00
5/29/15	UB2464	GB CASH POSTING				4.75
5/29/15	UB2464	GB CASH POSTING				5.00
6/01/15	UB2467	GB CASH POSTING				5.00
6/03/15	UB2471	GB CASH POSTING				19.00
6/03/15	UB2471	GB CASH POSTING				40.00
6/05/15	UB2481	GB CASH POSTING				64.29
6/05/15	UB2481	GB CASH POSTING				20.00
	ACCOUNT TOTAL					192.29
670-840-4502	GARBAGE BAGES					
5/27/15	GL1307	JAN BRANSON			GARBAGE BAGS	12.50
6/02/15	GL1311	RESIDENT			GARBAGE BAGS	20.00
6/02/15	GL1311	K KUCERA			GARBAGE BAGS	20.00
6/02/15	GL1311	BOB TANNER			GARBAGE BAGS	7.50
6/05/15	GL1315	MARY VERCANDE			GARBAGE BAGS	10.00
	ACCOUNT TOTAL					70.00
	REPORT TOTAL					13,456.61

ORDINANCE NO. 2015-02

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF  
THE CITY OF HILLS, IOWA, BY REPLACING PORTIONS OF CHAPTER 18  
RELATED TO SEWER RATES AND BILLING

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

SECTION 1. Section 18.06(1) of the Hills Code of Ordinances is hereby deleted and replaced with the following:

“18.06 RATE AND BILLING.

1. Beginning July 1, 2015, each Customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system as follows:

- a. Residential Rate - \$35.00 per month.
- b. Commercial Rate - \$50.00 per month.

Beginning July 1, 2016, each Customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system as follows:

- a. Residential Rate - \$45.00 per month
- b. Commercial Rate - \$60.00 per month

SECTION 2. WHEN EFFECTIVE. This ordinance shall be in effect beginning July 1, 2015.

First reading on the 27th day of May, 2015.

Second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Third and final passage on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
TIM KEMP, MAYOR

ATTEST:

\_\_\_\_\_  
CATHY FITZMAURICE-HILL, CITY CLERK

**RESOLUTION NO. 2015-25**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH  
MAGUIRE IRON INC FOR HILLS MUNICIPAL WATER SYSTEM - DIVISION 2**

WHEREAS, the voters of the City of Hills approved the establishment of a new water utility in November 2012, and

WHEREAS, the City Council of the City of Hills has chosen to establish and move forward with the construction of said water system, and

WHEREAS, the City Council of the City of Hills awarded the bid for Hills Municipal Water System - Division 2 to Maguire Iron, Inc., and

WHEREAS, Maguire Iron, Inc. has submitted a Change Order that increases the contract price by \$\_\_\_\_\_ for an overall contract price of \$\_\_\_\_\_.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLS, IOWA, that the City Council authorizes the Mayor to execute Change Order No.1 to the contract with Maguire Iron, Inc. for Hills Municipal Water System - Division 2, increasing the contract amount by \$\_\_\_\_\_.

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve Resolution No. 2015-25.

YES:

NO:

ABSTAIN:

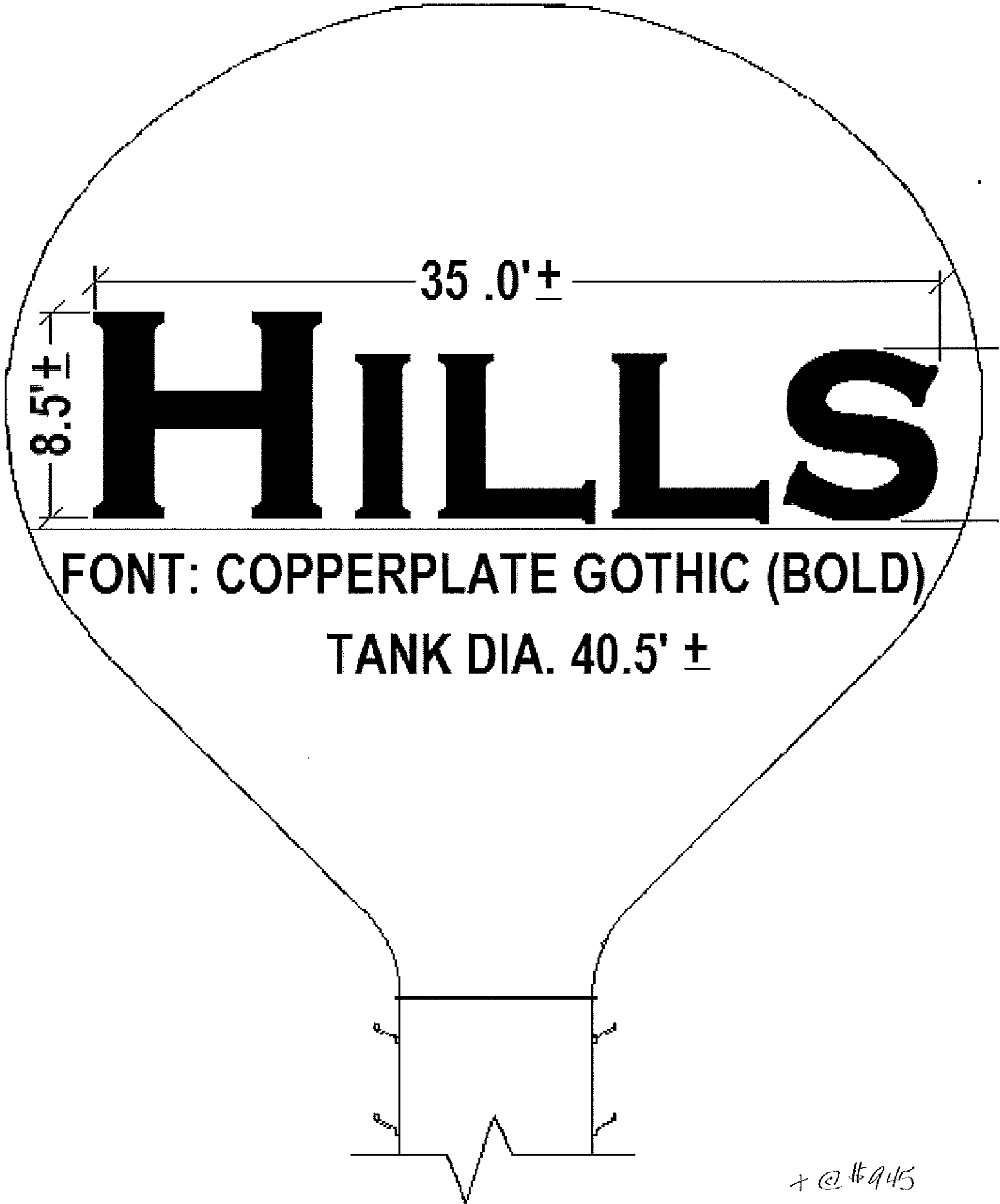
ABSENT:

Resolution No. 2015-25 Passed and Approved on June 8, 2015.

\_\_\_\_\_  
Tim Kemp  
Mayor

ATTEST:

\_\_\_\_\_  
Cathy Fitzmaurice-Hill  
City Administrator/Clerk



35.0' ±

8.5' ±

**HILLS**

FONT: COPPERPLATE GOTHIC (BOLD)

TANK DIA. 40.5' ±

+ @ #945

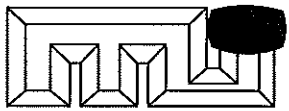
40'-6"

6'-0" 24'-9" 5'-0"  
**HILLS**

FONT STYLE:  
COPPERPLATE GOTHIC

LETTERING COLOR:  
TNE MEC 35 GR BLACK

TANK COLOR:  
TNE MEC SEASPRAY 59BL



MAGUIRE IRON, INC.

TITLE: TANK LETTERING

JOB NAME: HILLS, IA

DATE: 12/23/14

SHEET: 1

RESOLUTION NO. 2015-26

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN CONTRACTOR'S APPLICATION FOR PAYMENT NO. 9 TO THE CONTRACT WITH MAGUIRE IRON INC FOR HILLS MUNICIPAL WATER SYSTEM - DIVISION 2

WHEREAS, the voters of the City of Hills approved the establishment of a new water utility in November 2012, and

WHEREAS, the City Council of the City of Hills has chosen to establish and move forward with the construction of said water system, and

WHEREAS, the City Council of the City of Hills awarded the bid for Hills Municipal Water System - Division 2 to Maguire Iron Inc., and

WHEREAS, Maguire Iron Inc. has submitted an Application for Payment to the City of Hills in the amount \$29,497.50.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLS, IOWA, that the City Council approves and authorizes the Mayor to sign the Contractor's Application for Payment No. 9 to the contract with Maguire Iron Inc. for Hills Municipal Water System - Division 2, in the amount of \$29,497.50..

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_

to approve Resolution No. 2015-26

YES:

NO:

ABSTAIN:

ABSENT:

Resolution No. 2015-26 Passed and Approved on June 8, 2015.

\_\_\_\_\_  
Tim Kemp  
Mayor

ATTEST:

\_\_\_\_\_  
Cathy Fitzmaurice-Hill  
City Administrator



# Contractor's Application for Payment No. 9

**Lump Sum Contract**

**Project:** Hills Municipal Water System - Division 2      From (Contractor): Maguire Iron      Application Date: 6/2/2015  
**To (Owner):** City of Hills, Iowa      Owner's Project No.:      Period From: 5/1/2015  
**Via (Engineer):** FOX Engineering      Engineer's Proj. No.: 3395-11A      Period To: 5/31/2015

Approved Change Order Summary:					
No.	Date Approved	Additions	Deductions		
1. ORIGINAL CONTRACT PRICE.....					\$ 767,000.00
2. Net change by Change Orders.....					\$
3. Current Contract Price (Line 1 + 2).....					\$ 767,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....					\$ 688,060.00
5. RETAINAGE:					
a. 5%	X	\$688,060.00	Work Completed.....	\$	34,403.00
b. 5%	X		Stored Material.....	\$	
c. Less Total Retainage Released Early.....					\$
d. Total Retainage (Line 5a + Line 5b - Line 5c).....					\$ 34,403.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5d).....					\$ 653,657.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....					\$ 624,159.50
8. AMOUNT DUE THIS APPLICATION.....					\$ 29,497.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....					\$ 113,343.00
TOTALS					

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of \$ \_\_\_\_\_ (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of \$ \_\_\_\_\_ (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Endorsed by the Construction Specifications Institute.

# Progress Estimate

# Contractor's Application

For (contract): Hills Municipal Water System - Division 2  
 Contractor: Maguire Iron  
 Owner's Proj. No.: 3395-11A  
 Engineer's Proj. No.: 3395-11A  
 Application Number: 9  
 Application Date: 6/2/2015

A		B	C		D	E	F		G
Item		Scheduled Value	Work Completed		This Period	Materials Presently Stored (not in C or D)	Total Completed to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Item No.	Description		From Previous Application (C+D)						
1	Drawings/Bonds/Insurance	\$50,000.00	\$50,000.00		-		\$50,000.00	100.0%	
2	Piling	\$92,000.00	\$92,000.00		-		\$92,000.00	100.0%	
3	Foundation	\$96,200.00	\$96,200.00		-		\$96,200.00	100.0%	
4	Steel Receipt	\$71,078.03	\$71,078.03		-		\$71,078.03	100.0%	
5	Steel Fabrication and Delivery	\$224,781.97	\$224,781.97		-		\$224,781.97	100.0%	
6	Erection	\$118,300.00	\$112,250.00		6,050.00		\$118,300.00	100.0%	
7	Painting	\$71,340.00	\$10,700.00		25,000.00		\$35,700.00	50.0%	\$35,640.00
8	Electrical	\$43,300.00			-				\$43,300.00
<b>Totals</b>		<b>\$767,000.00</b>	<b>\$657,010.00</b>		<b>\$31,050.00</b>		<b>\$688,060.00</b>		<b>\$78,940.00</b>

# Stored Material Summary

# Contractor's Application

A		B		C		D		E		F		G
Invoice No.		Shop Drawing Description		Materials Description		Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)
						Date (Mo./Year)	Amount (\$)	Amount (\$)	Subtotal, \$ (D+E)	Date (Mo./Year)	Amount (\$)	(D + E - F)
953878		1/2 x 96 x 240 A36 HR Plate		1/2 x 96 x 240 A36 HR Plate	June/2014	\$1,501.19	\$1,501.19	\$1,501.19	\$1,501.19		\$1,501.19	
954004		1/4 x 96 x 240 A36 HR Plate		1/4 x 96 x 240 A36 HR Plate	June/2014	\$2,350.51	\$2,350.51	\$2,350.51	\$2,350.51		\$2,350.51	
413871		5/8 x 96 P/W x 240 P/L A36 Plate		5/8 x 96 P/W x 240 P/L A36 Plate	July/2014	\$1,876.60	\$1,876.60	\$1,876.60	\$1,876.60		\$1,876.60	
670845		1/4 x 72 C/W x 185 S/L x A36 x STR HR		1/4 x 72 C/W x 185 S/L x A36 x STR HR	July/2014	\$3,914.54	\$3,914.54	\$3,914.54	\$3,914.54		\$3,914.54	
671048		1/4 x 72 C/W x 185 S/L x A36 x STR HR		1/4 x 72 C/W x 185 S/L x A36 x STR HR	July/2014	\$4,697.53	\$4,697.53	\$4,697.53	\$4,697.53		\$4,697.53	
671049		1/4 x 72 C/W x 240 S/L x A36 x STR HR		1/4 x 72 C/W x 240 S/L x A36 x STR HR	July/2014	\$4,570.69	\$4,570.69	\$4,570.69	\$4,570.69		\$4,570.69	
955124		5/16 x 72 C/W x 185 S/L x A36 x TR/CL HR		5/16 x 72 C/W x 185 S/L x A36 x TR/CL HR	July/2014	\$5,382.70	\$5,382.70	\$5,382.70	\$5,382.70		\$5,382.70	
14-957041		7/16 x 72 C/W x 290 S/L x A36 x TR/CL HR		7/16 x 72 C/W x 290 S/L x A36 x TR/CL HR	Aug/2014	\$2,199.76	\$2,199.76	\$2,199.76	\$2,199.76		\$2,199.76	
14-421290		7/16 x 96 P/W x 210 and 311 PL x A36 HR P		7/16 x 96 P/W x 210 and 311 PL x A36 HR P	Sept/2014	\$7,828.05	\$7,828.05	\$7,828.05	\$7,828.05		\$7,828.05	
14-421291		1/2 x 84 P/W and 3/8 x 96 A36 Plate		1/2 x 84 P/W and 3/8 x 96 A36 Plate	Sept/2014	\$7,499.01	\$7,499.01	\$7,499.01	\$7,499.01		\$7,499.01	
14-421292		5/8 x 96 P/W A36 Plate		5/8 x 96 P/W A36 Plate	Sept/2014	\$4,268.45	\$4,268.45	\$4,268.45	\$4,268.45		\$4,268.45	
14-421293		1/2 x 96 x 302 A36 HR Plate		1/2 x 96 x 302 A36 HR Plate	Sept/2014	\$5,667.01	\$5,667.01	\$5,667.01	\$5,667.01		\$5,667.01	
14-421294		1/2 x 96 x 302 x A36 HR Plate		1/2 x 96 x 302 x A36 HR Plate	Sept/2014	\$3,778.01	\$3,778.01	\$3,778.01	\$3,778.01		\$3,778.01	
14-422292		5/8 x 60 P/W and 9/16 x 96 A36 Plate		5/8 x 60 P/W and 9/16 x 96 A36 Plate	Sept/2014	\$9,976.66	\$9,976.66	\$9,976.66	\$9,976.66		\$9,976.66	
14-958140		7/16 x 72 C/W x 296 S/L x A36 x TR/CL HR		7/16 x 72 C/W x 296 S/L x A36 x TR/CL HR	Sept/2014	\$3,367.56	\$3,367.56	\$3,367.56	\$3,367.56		\$3,367.56	
14-959457		7/16 x 72 C/W x 290 S/L x A36 x TR/CL HR		7/16 x 72 C/W x 290 S/L x A36 x TR/CL HR	Sept/2014	\$2,199.76	\$2,199.76	\$2,199.76	\$2,199.76		\$2,199.76	
<b>Totals</b>							<b>\$71,078.03</b>	<b>\$71,078.03</b>	<b>\$71,078.03</b>		<b>\$71,078.03</b>	