

**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

Hills City Council  
Regular Meeting  
Hills Fire Department Meeting Room @ 7:00 PM  
June 22, 2015

- **Consent Agenda:**
  - Minutes from meeting June 8, 2015
  - Bills and receipts from June 8 thru June 22, 2015
- **Public Discussion**
- **New Business**
  - Resolution 2015-27 Setting Employee salaries or wages for Fiscal Year 2015-16 beginning July 1, 2016.
  - Discussion and possible action on garbage contract renewal with Johnson County Refuse.
- **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**

Joint Meeting  
Hills City Council  
Fire Department  
Township Trustees  
June 8, 2015  
Hills Fire Station Meeting Room

The joint meeting of the Hills City Council, Fire Department and Township Trustees was called to order by Mayor Tim Kemp at 6:00 PM on Monday, June 8, 2015 at the Hills Fire Station Meeting Room.

Council members present: Steve Harris, Bruce Endris, Thom Kirkpatrick, Cathy Knebel, Merle Hill (6:20 pm). Also present: Cathy Fitzmaurice-Hill, City Administrator, Jason Van Nevel, Fire Chief, Larry Schott, Liberty Township, Howard Pewitt and Chuck Lindeman, West Lucas Township, Eldon Fouчек, Pleasant Valley Township, and Dale Rhodes, Sharon Township. Absent: East Lucas Township.

Fire Chief, Jason Van Nevel, provided a presentation to those present reviewing the highlights for the year for the Hills Fire Department. He provided information on new firefighters, training and continuing education as required by the State, reporting requirements and new bunker gear.

Each Township was previously provided with a new Fire Protection Agreement by the City of Hills. The Agreement provides for Fire Protection for each Township for two years. Mayor Kemp provided a time for discussion and questions in regard to the Agreement. There were no comments.

The meeting was adjourned at 6:50 PM.

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Tim Kemp, Mayor

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Cathy Fitzmaurice-Hill, City Administrator

Hills City Council  
Meeting  
June 8, 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 Monday, June 8, 2015 at the Hills Fire Station Meeting Room.

Council members present were: Cathy Knebel, Bruce Endris, Steve Harris, Merle Hill and Thom Kirkpatrick. Absent: None. Also present: Cathy Fitzmaurice-Hill, City Administrator, Ron Wolfe, Public Works, Jim Wolfe, Project Manager, Jason Van Nevel, Fire Chief, Ere Sittig, City Attorney, Steve Troyer, Fox Engineering and members of the public.

A motion was made by Knebel and seconded by Kirkpatrick to approve the consent agenda approving minutes from May 27, 2015, bills/receipts from May 27, 2015 thru June 8, 2015. Ayes: 5. Motion carried.

**Public Discussion:** None.

**New Business:**

The Council considered the second reading of an 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 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. Roll call was held. Ayes – 5. Second Reading approved.

No public comments have been received in regard to the Sewer Ordinance. A motion was made by Knebel and seconded by Harris to waive the Third Reading of the sewer rate ordinance. Roll call was held. Ayes -5. The Ordinance 2015-02 passed and will become effective July 1, 2015.

Resolution 2015-25 was presented authorizing the Mayor to execute Change Order No. 1 to the Contract with Maguire Iron Inc for Hills Municipal Water System – Division 2. This Change order increases the size of the lettering on the water tower at a cost of \$945.00. The Council felt this change will increase the visibility for the tower from a distance. A motion was made by Hill and seconded by Kirkpatrick to approve Resolution 2015-25. Roll call was held. Ayes. -5. Resolution passed.

Resolution 2015-26 was presented 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. The payment for \$29,497.50 has been reviewed by Fox Engineering and recommended for approval. A motion was made by Knebel and seconded by Endris to approve Resolution 2015-26. Roll call was held. Ayes-5. Resolution 2015-25 passed.

The Council considered the special sewer billing rates to determine if changes should be made to these rates. At this time the Council determined that the rates should remain the same and will be considered again as water/sewer metered rates are considered.

**Previous Business:**

Steve Troyer updated the Council that water construction is pretty much on time. The Treatment plant and RO system are scheduled to go online beginning July 6<sup>th</sup>. It is possible that some houses could be connected beginning in August. The Council also had a discussion in regard to starting billing once houses are connected. All billing software and meter reading should be in place by mid July.

Steve Troyer reported on the wastewater improvement project. The Plan was approved by DNR and design should begin. He gave the Council information on a change that may eliminate the need for a 3<sup>rd</sup> lagoon and the necessity of purchasing more land. This could save \$350-400,000 on the project. It would need to be approved by DNR. Since there are no facilities in Iowa that have used this plan it is unknown what may be necessary for DNR approval. The Council requested that Steve move forward with this facility plan amendment. He will also submit a proposal to the Council for a design contract.

**REPORTS:**

**Attorney:** No report.

**Fire Chief:** Jason reported that the house burn training went well, the Dance was well attended and the Department will be serving pancakes on Sunday, June 14<sup>th</sup>.

**Maintenance:** Ron reported that the dump truck is leaking fluid and we may have to replace sooner than was anticipated. He will have it looked at to determine the best course of action.

**Sewer:** Bruce reported that an aerator went down and is being fixed. One of the generators is still not working properly. Bruce will determine if we can change the lift station to a soft start so we only need one generator.

**Administrator:** Cathy reported on the garbage contract. Johnson County Refuse will not be raising rates and will accept a 5 year contract with the ability to amend if landfill rates increase or they are charged for recycling.

**Mayor:** No report.

A motion was made by Knebel and seconded by Hill to adjourn the meeting at 7:45 PM . Ayes: 5 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
-----									
HILLS BANK & TRUST GENERAL									
				1139 ALLIANT UTILITIES					
JUN15	1	6/22/15	6/22/15	4916015906002 1/2 FIRE D	75.20	001		001-150-6371	1
	2			4916014001001 STREET LIG	861.17	001		001-230-6371	1
	3			4916015906002 1/2 FIRE D	75.19	001		001-650-6371	1
	8			4916015907001 SIREN	28.33	001		001-650-6371	1
	9			4916015865001 MAINT BLDG	212.26	001		001-650-6371	1
	10			4916015019501 SIGN LIGHT	19.62	001		001-650-6371	1
	11			4916014882201 BALL PARK	178.59	001		001-650-6371	1
				INVOICE TOTAL	1,450.36				
				VENDOR TOTAL	1,450.36				
1046 GAZETTE COMMUNICATIONS									
2585600	1	6/22/15	6/22/15	MIN 5-27/EXP/REV MAY	124.23	001		001-650-6414	1
				INVOICE TOTAL	124.23				
				VENDOR TOTAL	124.23				
1088 IOWA ONE CALL									
171339	1	6/22/15	6/22/15	LOCATES	53.10	001		001-650-6515	1
				INVOICE TOTAL	53.10				
				VENDOR TOTAL	53.10				
1099 JOHNSON COUNTY RECORDER									
JUN1515	1	6/22/15	6/22/15	RECORD RELEASE	7.00	001		001-650-6405	1
				INVOICE TOTAL	7.00				
				VENDOR TOTAL	7.00				
1101 JOHNSON COUNTY SHERIFF									
JUN15	1	6/22/15	6/22/15	POLICE PROTECTION	2,167.75	001		001-110-6420	1
				INVOICE TOTAL	2,167.75				
				VENDOR TOTAL	2,167.75				
1130 MID AMERICAN ENERGY									
JUN15	1	6/22/15	6/22/15	7799078018 1/2 FIRE DEPT	6.97	001		001-150-6371	1
	2			7799078018 1/2 FIRE DEPT	6.96	001		001-650-6371	1
	4			7715078014 MAINT BLDG	12.94	001		001-650-6371	1
				INVOICE TOTAL	26.87				
				VENDOR TOTAL	26.87				
1349 IOWA OFFICE SUPPLY INC									
317950	1	6/22/15	6/22/15	COPIER LEASE	106.48	001		001-650-6504	1
				INVOICE TOTAL	106.48				
318682	1	6/22/15	6/22/15	COPIES	69.27	001		001-650-6414	1
				INVOICE TOTAL	69.27				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	175.75			
				1289 STATE HYGIENIC LABORATORY				
54704	1	6/22/15	6/22/15	WATER TESTS	19.00	001	001-430-6380	1
				INVOICE TOTAL	19.00			
54705	1	6/22/15	6/22/15	WATER TESTS	12.50	001	001-430-6380	1
				INVOICE TOTAL	12.50			
54708	1	6/22/15	6/22/15	TRAINING	140.00	001	001-150-6230	1
				INVOICE TOTAL	140.00			
				VENDOR TOTAL	171.50			
				1219 VISA				
JUN15	1	6/22/15	6/22/15	POSTAGE	5.75	001	001-150-6515	1
				INVOICE TOTAL	5.75			
				VENDOR TOTAL	5.75			
				GENERAL	4,182.31			
				WATER				
				1139 ALLIANT UTILITIES				
JUN15	5	6/22/15	6/22/15	4916016300502 PUMP HOUSE	109.84	600	600-810-6371	1
				INVOICE TOTAL	109.84			
				VENDOR TOTAL	109.84			
				1261 FOX ENGINEERING				
JUN15	1	6/22/15	6/22/15	ENG - WATER	13,473.37	600	600-810-6490	1
				INVOICE TOTAL	13,473.37			
				VENDOR TOTAL	13,473.37			
				1354 MAGUIRE IRON				
APP9	1	6/22/15	6/22/15	PAY APP NO 9	29,497.50	600	600-810-6490	1
				INVOICE TOTAL	29,497.50			
				VENDOR TOTAL	29,497.50			
				1130 MID AMERICAN ENERGY				
JUN15	3	6/22/15	6/22/15	082108014 PUMP HOUSE	10.00	600	600-810-6371	1
				INVOICE TOTAL	10.00			
				VENDOR TOTAL	10.00			
				WATER	43,090.71			
				SEWER				
				1139 ALLIANT UTILITIES				
JUN15	4	6/22/15	6/22/15	4916015217001 4TH LIFT S	187.81	610	610-815-6371	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	6			4916014431501 LAGOON	781.78	610 610-815-6371	1
	7			4916016300702 OK LIFT ST	45.51	610 610-815-6371	1
				INVOICE TOTAL	1,015.10		
				VENDOR TOTAL	1,015.10		
				1287 KEYSTONE LABORATORIES			
1Y04571	1	6/22/15	6/22/15	SEWER TESTS	66.88	610 610-815-6380	1
				INVOICE TOTAL	66.88		
1Y04572	1	6/22/15	6/22/15	SEWER TESTS	78.38	610 610-815-6380	1
				INVOICE TOTAL	78.38		
				VENDOR TOTAL	145.26		
				1218 VAN METER INDUSTRIAL INC			
JUN15	1	6/22/15	6/22/15	BATTERY-SEWER	93.42	610 610-815-6399	1
				INVOICE TOTAL	93.42		
				VENDOR TOTAL	93.42		
				SEWER	1,253.78		
				HILLS BANK & TRUST TOTAL	48,526.80		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	48,526.80		
				GRAND TOTALS	48,526.80		

ACCOUNT NUMBER	ACCOUNT NAME	DATE	JOURNAL	RECEIVED FROM/ALPHA ID	RECEIPT NO REF/DESCRIPTION	AMOUNT
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001-150-4475	TOWNSHIP CONTRIBUTIONS					
		6/09/15	GL1317	PLEASANT VALLEY TOWNSHIP	TOWNSHIP CONTRI	4,700.00
		6/15/15	GL1320	SHARON TOWNSHIP	TOWNSHIP CONTRI	2,800.00
	ACCOUNT TOTAL					7,500.00
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001-950-4000	GEN PROP TAX					
		6/11/15	GL1319	JOHNSON COUNTY TREASURER	PROPERTY TAX	2,111.34
	ACCOUNT TOTAL					2,111.34
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001-950-4120	BUILDING/CONSTRUCT PERMIT					
		6/15/15	GL1320	TRI CITY ELECTRIC	BUILDING PERMIT	585.00
		6/17/15	GL1322	WOODRUFF CONSTRUCTION	BUILDING PERMIT	2,000.00
		6/17/15	GL1322	RICK NOVAK CONST	BUILDING PERMIT	1,500.00
	ACCOUNT TOTAL					4,085.00
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001-950-4300	INTEREST					
		6/15/15	GL1320	HILLS BANK AND TRUST	CD INT - GEN 10151405	124.77
		6/15/15	GL1320	HILLS BANK AND TRUST	CD INT - GEN 10180420	419.92
	ACCOUNT TOTAL					544.69
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110-210-4430	ROAD USE TAX					
		6/17/15	GL1324	TREASURER, STATE OF IOWA	ROAD USE TAX	7,887.75
	ACCOUNT TOTAL					7,887.75
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600-810-4500	CHARGES/FEEES FOR SERVICES					
		6/08/15	UB2485	WA CASH POSTING		340.00
		6/08/15	UB2485	WA CASH POSTING		88.25
		6/08/15	UB2485	WA CASH POSTING		37.25-
		6/08/15	UB2487	WA CASH POSTING		10.75
		6/10/15	UB2490	WA CASH POSTING		245.00
		6/10/15	UB2490	WA CASH POSTING		2.00
		6/10/15	UB2490	WA CASH POSTING		1.75-
		6/11/15	UB2492	WA CASH POSTING		35.00
		6/11/15	UB2492	WA CASH POSTING		140.00
		6/11/15	UB2495	WA CASH POSTING		90.00
		6/11/15	UB2497	WA CASH POSTING		40.00-
		6/12/15	UB2502	WA CASH POSTING		140.00
		6/12/15	UB2502	WA CASH POSTING		.50
		6/15/15	UB2505	WA CASH POSTING		346.61
		6/15/15	UB2505	WA CASH POSTING		1.25-
		6/17/15	UB2510	WA CASH POSTING		105.00
		6/18/15	UB2513	WA CASH POSTING		284.52
		6/18/15	UB2513	WA CASH POSTING		280.50
		6/18/15	UB2513	WA CASH POSTING		61.50-
		6/18/15	UB2515	WA CASH POSTING		482.50

ACCOUNT NUMBER	ACCOUNT NAME	DATE	JOURNAL RECEIVED FROM/ALPHA ID	RECEIPT NO REF/DESCRIPTION	AMOUNT
600-810-4500	CHARGES/FEES FOR SERVICES				
	ACCOUNT TOTAL				2,448.88
600-810-4530	PENALTIES				
6/08/15	UB2485	WA	CASH POSTING		10.00
6/11/15	UB2492	WA	CASH POSTING		5.00
6/11/15	UB2495	WA	CASH POSTING		25.00
6/15/15	UB2505	WA	CASH POSTING		5.00
	ACCOUNT TOTAL				45.00
600-810-4560	SALES TAXES COLLECTED				
6/11/15	UB2492	WA	CASH POSTING		2.10
	ACCOUNT TOTAL				2.10
600-810-4730	DEPOSITS				
6/11/15	UB2495	WA	CASH POSTING		75.00
	ACCOUNT TOTAL				75.00
610-815-4500	CHARGES/FEES				
6/08/15	UB2485	SW	CASH POSTING		40.00
6/08/15	UB2485	SW	CASH POSTING		815.00
6/08/15	UB2485	SW	CASH POSTING		15.00
6/08/15	UB2487	SW	CASH POSTING		204.75
6/08/15	UB2487	SW	CASH POSTING		5.00
6/10/15	UB2490	SW	CASH POSTING		610.00
6/10/15	UB2490	SW	CASH POSTING		30.00
6/11/15	UB2492	SW	CASH POSTING		641.67
6/11/15	UB2492	SW	CASH POSTING		300.00
6/11/15	UB2492	SW	CASH POSTING		5.00
6/11/15	UB2495	SW	CASH POSTING		25.00
6/12/15	UB2502	SW	CASH POSTING		40.00
6/12/15	UB2502	SW	CASH POSTING		90.00
6/12/15	UB2502	SW	CASH POSTING		262.25
6/12/15	UB2502	SW	CASH POSTING		5.00
6/15/15	UB2505	SW	CASH POSTING		80.00
6/15/15	UB2505	SW	CASH POSTING		40.00
6/15/15	UB2505	SW	CASH POSTING		772.58
6/15/15	UB2505	SW	CASH POSTING		35.00
6/17/15	UB2510	SW	CASH POSTING		380.25
6/18/15	UB2513	SW	CASH POSTING		408.48
6/18/15	UB2515	SW	CASH POSTING		120.00
6/18/15	UB2515	SW	CASH POSTING		2,700.00
	ACCOUNT TOTAL				7,624.98
510-815-4550	MISC CHARGES				
6/15/15	UB2505	SW	CASH POSTING		10.00



ACCOUNT NUMBER	ACCOUNT NAME	DATE	JOURNAL	RECEIVED FROM/ALPHA ID	RECEIPT NO REF/DESCRIPTION	AMOUNT
610-815-4550	MISC CHARGES					
	ACCOUNT TOTAL					10.00
610-815-4560	SALES TAX COLLECTED					
6/08/15	UB2485	SW CASH POSTING				2.40
6/11/15	UB2492	SW CASH POSTING				38.50
6/12/15	UB2502	SW CASH POSTING				2.40
6/15/15	UB2505	SW CASH POSTING				4.80
6/18/15	UB2515	SW CASH POSTING				7.20
	ACCOUNT TOTAL					55.30
670-840-4501	GARBAGE FEES					
6/08/15	UB2485	GB CASH POSTING				109.25
6/08/15	UB2485	GB CASH POSTING				5.00
6/08/15	UB2487	GB CASH POSTING				42.75
6/08/15	UB2487	GB CASH POSTING				5.00
6/10/15	UB2490	GB CASH POSTING				90.25
6/10/15	UB2490	GB CASH POSTING				30.00
6/10/15	UB2490	GB CASH POSTING				12.50
6/11/15	UB2492	GB CASH POSTING				38.00
6/12/15	UB2502	GB CASH POSTING				42.75
6/12/15	UB2502	GB CASH POSTING				5.00
6/15/15	UB2505	GB CASH POSTING				109.54
6/15/15	UB2505	GB CASH POSTING				30.00
6/17/15	UB2510	GB CASH POSTING				57.00
6/17/15	UB2510	GB CASH POSTING				31.25
6/18/15	UB2513	GB CASH POSTING				57.61
6/18/15	UB2515	GB CASH POSTING				389.50
6/18/15	UB2515	GB CASH POSTING				25.00
	ACCOUNT TOTAL					1,080.40
670-840-4502	GARBAGE BAGES					
6/09/15	GL1317	WENDY BERRY			GARBAGE BAGS	12.50
6/09/15	GL1317	RICK WILLMAN			GARBAGE BAGS	12.50
6/09/15	GL1317	MARY DLOUHY			GARBAGE BAGS	18.75
6/09/15	GL1317	TRISH MURRAY			GARBAGE BAGS	62.50
6/09/15	GL1317	JAYNE MCGUIRE			GARBAGE BAGS	6.25
6/15/15	GL1320	ALLAN AUBRECHT			GARBAGE BAGS	20.00
	ACCOUNT TOTAL					132.50
	REPORT TOTAL					33,602.94

CITY OF HILLS  
REVENUE REPORT  
CALENDAR 6/2015, FISCAL 12/2015

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
001-150-4475	TOWNSHIP CONTRIBUTIONS	44,000.00	12,800.00	48,900.00	111.14	4,900.00-
001-150-4553	FIRE SERVICE CHARGES	.00	.00	.00	.00	.00
001-150-4705	PRIVATE SOURCE CONTRIBUTIONS	.00	1,010.00	1,710.00	.00	1,710.00-
001-150-4710	REIMBURSEMENTS STIPENDS	.00	.00	.00	.00	.00
	FIRE TOTAL	44,000.00	13,810.00	50,610.00	115.02	6,610.00-
001-430-4310	SHELTER RENT- PARKS	250.00	.00	100.00	40.00	150.00
	PARKS TOTAL	250.00	.00	100.00	40.00	150.00
001-650-4340	OTHER MISC USE OF MONEY	.00	.00	.00	.00	.00
	CITY HALL/GENERAL BLDGS TOTAL	.00	.00	.00	.00	.00
001-910-4830	TRANSFER IN	.00	.00	.00	.00	.00
	TRANSFERS IN/OUT TOTAL	.00	.00	.00	.00	.00
001-950-4000	GEN PROP TAX	351,225.00	2,111.34	351,487.55	100.07	262.55-
001-950-4100	ALCOHOL LICENSE	450.00	.00	475.00	105.56	25.00-
001-950-4105	CIGARETTE PERMIT	75.00	.00	75.00	100.00	.00
001-950-4120	BUILDING/CONTRUCT PERMIT	4,000.00	4,120.00	17,371.50	434.29	13,371.50-
001-950-4160	FRANCHISE FEES	.00	.00	.00	.00	.00
001-950-4180	URBAN CHICKEN PERMIT	20.00	.00	10.00	50.00	10.00
001-950-4186	GOLF CART PERMIT	10.00	.00	20.00	200.00	10.00-
001-950-4300	INTEREST	6,000.00	821.95	5,741.23	95.69	258.77
001-950-4310	RENT - HILLS BANK PARKING LOT	.00	.00	1,421.00	.00	1,421.00-
001-950-4464	COMM/IND PROP TAX REPLACEMENT	.00	.00	.00	.00	.00
001-950-4710	REIMBURSEMENT	16,000.00	.00	89,381.13	558.63	73,381.13
001-950-4735	SALES/FUEL TAX	.00	.00	1,439.40	.00	1,439.40-
001-950-4750	MERCHANDISE SALES	6,500.00	.00	1,578.44	24.28	4,921.56
001-950-4770	COURT FINES	.00	.00	.00	.00	.00
001-950-4799	MISC REVENUE	.00	.00	6,041.70	.00	6,041.70-
	GENERAL REVENUES TOTAL	384,280.00	7,053.29	475,041.95	123.62	90,761.95-
	GENERAL TOTAL	428,530.00	20,863.29	525,751.95	122.69	97,221.95-
110-210-4300	INTEREST	3,000.00	.00	1,413.37	47.11	1,586.63
110-210-4430	ROAD USE TAX	68,542.00	7,887.75	73,099.69	106.65	4,557.69-
110-210-4440	STATE GRANTS	.00	.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALKS TOTA	71,542.00	7,887.75	74,513.06	104.15	2,971.06-
110-910-4830	TRANSFER IN	.00	.00	.00	.00	.00
	TRANSFERS IN/OUT TOTAL	.00	.00	.00	.00	.00

FEMA

CITY OF HILLS  
REVENUE REPORT  
CALENDAR 6/2015, FISCAL 12/2015

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
110-950-4800	SALE OF REAL PROPERTY	.00	.00	.00	.00	.00
	GENERAL REVENUES TOTAL	.00	.00	.00	.00	.00
	ROAD USE TAX TOTAL	71,542.00	7,887.75	74,513.06	104.15	2,971.06-
121-910-4830	TRANSFER IN	.00	.00	.00	.00	.00
	TRANSFERS IN/OUT TOTAL	.00	.00	.00	.00	.00
121-950-4090	LOCAL OPTION TAX	65,000.00	.00	.00	.00	65,000.00
121-950-4300	INTEREST	.00	142.83	272.96	.00	272.96-
	GENERAL REVENUES TOTAL	65,000.00	142.83	272.96	.42	64,727.04
	LOCAL OPTION SALES TAX TOTAL	65,000.00	142.83	272.96	.42	64,727.04
200-910-4830	TRANSFER IN	.00	.00	.00	.00	.00
	TRANSFERS IN/OUT TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	.00	.00	.00	.00	.00
600-810-4300	INTEREST	.00	.00	.00	.00	.00
600-810-4500	CHARGES/FEES FOR SERVICES	15,600.00	3,999.15	37,399.67	239.74	21,799.67-
600-810-4530	PENALTIES	.00	180.00	1,215.00	.00	1,215.00-
600-810-4550	MISC CHARGE FOR SERVICES	.00	.00	.00	.00	.00
600-810-4560	SALES TAXES COLLECTED	.00	2.10	25.20	.00	25.20-
600-810-4730	DEPOSITS	.00	150.00	150.00	.00	150.00-
600-810-4820	PROCEEDS FROM DEBT/LOAN	3,798,000.00	.00	3,876,706.75	102.07	78,706.75-
	WATER TOTAL	3,813,600.00	4,331.25	3,915,496.62	102.67	101,896.62-
600-910-4830	TRANSFER IN	60,000.00	.00	.00	.00	60,000.00
	TRANSFERS IN/OUT TOTAL	60,000.00	.00	.00	.00	60,000.00
	WATER TOTAL	3,873,600.00	4,331.25	3,915,496.62	101.08	41,896.62-

CITY OF HILLS  
REVENUE REPORT  
CALENDAR 6/2015, FISCAL 12/2015

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
610-815-4300	INTEREST	1,700.00	142.83	1,006.29	59.19	693.71
610-815-4500	CHARGES/FEES	100,000.00	9,939.31	118,888.55	118.89	18,888.55-
610-815-4505	UNDISTRIBUTED RECEIPTS	.00	.00	.00	.00	.00
610-815-4550	MISC CHARGES	.00	10.00	140.00	.00	140.00-
610-815-4560	SALES TAX COLLECTED	900.00	57.70	887.97	98.66	12.03
610-815-4710	REIMBURSEMENT	.00	.00	875.75	.00	875.75-
610-815-4820	PROCEEDS FROM DEBT/LOAN	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	102,600.00	10,149.84	121,798.56	118.71	19,198.56-
610-910-4830	TRANSFER IN	.00	.00	.00	.00	.00
	TRANSFERS IN/OUT TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	102,600.00	10,149.84	121,798.56	118.71	19,198.56-
670-840-4300	INTEREST	1,200.00	268.44	1,266.00	105.50	66.00-
670-840-4501	GARBAGE FEES	16,000.00	1,228.69	22,643.61	141.52	6,643.61-
670-840-4502	GARBAGE BAGS	3,000.00	190.00	3,084.25	102.81	84.25-
670-840-4503	LANDFILL	.00	.00	.00	.00	.00
	LANDFILL/GARBAGE TOTAL	20,200.00	1,687.13	26,993.86	133.63	6,793.86-
670-910-4830	TRANSFER IN	.00	.00	.00	.00	.00
	TRANSFERS IN/OUT TOTAL	.00	.00	.00	.00	.00
	LANDFILL/GARBAGE TOTAL	20,200.00	1,687.13	26,993.86	133.63	6,793.86-
	TOTAL REVENUE	4,561,472.00	45,062.09	4,664,827.01	102.27	103,355.01-

CITY OF HILLS  
BUDGET REPORT  
CALENDAR 6/2015, FISCAL 12/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-110-6420	POLICE - CONTRACTUAL SERVICE	26,013.00	2,167.75	26,013.00	100.00	.00
001-130-6413	JOHNSON COUNTY EMERGENCY MGMT	352.00	.00	.00	.00	352.00
001-150-6020	WAGES PT - FIRE	2,295.00	.00	2,728.53	118.89	433.53-
001-150-6069	SPECIAL PAY - STIPENDS	.00	.00	.00	.00	.00
001-150-6110	SS/MED - CITY SHARE	206.00	.00	208.75	101.33	2.75-
001-150-6130	IPERS - CITY SHARE	250.00	.00	274.55	109.82	24.55-
001-150-6210	ASSOCIATION DUES	800.00	.00	716.00	89.50	84.00
001-150-6230	TRAINING	5,000.00	202.41	4,312.21	86.24	687.79
001-150-6240	MEETINGS & CONFERENCES	200.00	.00	476.34	238.17	276.34-
001-150-6331	VEHICLE OPERATIONS	6,000.00	89.82	2,383.64	39.73	3,616.36
001-150-6332	VEHICLE REPAIR	6,000.00	.00	5,579.11	92.99	420.89
001-150-6350	OPERATIONAL EQUIP REPAIR	.00	.00	.00	.00	.00
001-150-6371	ELECTRIC/GAS EXPENSE	2,500.00	82.17	2,093.58	83.74	406.42
001-150-6373	FIRE DEPT TELEPHONE	500.00	37.94	489.49	97.90	10.51
001-150-6399	OTHER MAIN & REPAIRS	4,500.00	.00	3,524.29	78.32	975.71
001-150-6408	INSURANCE	.00	.00	.00	.00	.00
001-150-6504	MINOR EQUIPMENT	50,000.00	.00	40,798.38	81.60	9,201.62
001-150-6505	OTHER EQUIPMENT	2,000.00	.00	1,900.92	95.05	99.08
001-150-6515	MISC EXPENSE	5,000.00	5.75	4,069.55	81.39	930.45
001-150-6710	CAP OUTLAY - VEHICLES	.00	.00	.00	.00	.00
001-150-6723	HEAVY EQUIPMENT	20,000.00	.00	.00	.00	20,000.00
001-170-6020	WAGES PT - BUILD INSPECTOR	8,000.00	.00	5,425.00	67.81	2,575.00
001-170-6110	SS/MED - CITY SHARE	400.00	.00	415.02	103.76	15.02-
001-170-6130	IPERS - CITY SHARE	500.00	.00	484.47	96.89	15.53
001-170-6507	OPERATING SUPPLY - BUILD INSPC	.00	.00	.00	.00	.00
001-230-6240	MEETINGS & CONFERENCES	.00	.00	.00	.00	.00
001-230-6371	ELECTRIC/GAS	11,000.00	861.17	10,111.79	91.93	888.21
001-410-6430	LIBRARY	7,275.00	606.25	7,275.00	100.00	.00
001-430-6010	WAGES - PARKS	23,767.00	858.04	21,880.03	92.06	1,886.97
001-430-6030	WAGES SEASONAL - PARKS	2,000.00	.00	3,204.25	160.21	1,204.25-
001-430-6110	SS/MED - CITY SHARE	1,854.00	65.64	1,918.96	103.50	64.96-
001-430-6130	IPERS - CITY SHARE	2,236.00	76.62	2,121.97	94.90	114.03
001-430-6320	GROUNDS MAINT	2,500.00	144.69	2,187.93	87.52	312.07
001-430-6321	TREES/PLANTS/WEEDS/BRUSH	1,000.00	.00	.00	.00	1,000.00
001-430-6380	TESTS	150.00	31.50	44.00	29.33	106.00
001-460-6310	BLD MAINT/REPAIR- COM CTR	2,500.00	100.29	2,505.18	100.21	5.18-
001-460-6515	MISC	5,000.00	.00	.00	.00	5,000.00
001-460-6516	SCHOOL PAYMENTS	20,000.00	.00	20,000.00	100.00	.00
001-460-6730	LAND	10,000.00	.00	1,500.00	15.00	8,500.00
001-499-6440	SPECIAL EVENTS	10,000.00	.00	5,324.97	53.25	4,675.03
001-599-6730	CAP OUTLAY - LAND	.00	.00	.00	.00	.00
001-610-6010	WAGES - MAYOR	2,100.00	.00	1,925.00	91.67	175.00
001-610-6020	WAGES - COUNCIL	5,000.00	.00	1,475.00	29.50	3,525.00
001-610-6110	SS/MED - CITY SHARE	750.00	.00	260.12	34.68	489.88
001-610-6130	IPERS - CITY SHARE	.00	.00	.00	.00	.00
001-620-6010	WAGES - CLERK	54,000.00	1,655.00	47,626.55	88.20	6,373.45
001-620-6110	SS/MED - CITY SHARE	5,000.00	126.62	3,643.92	72.88	1,356.08
001-620-6130	IPERS - CITY SHARE	6,000.00	147.81	4,230.97	70.52	1,769.03
001-620-6150	GROUP INSURANCE	.00	231.82	2,086.38	.00	2,086.38-
001-620-6170	UNEMPLOYMENT COMPENSATION	1,000.00	.00	.00	.00	1,000.00
001-620-6183	MEDICAL INS ALLOWANCE	.00	.00	.00	.00	.00

CITY OF HILLS  
BUDGET REPORT  
CALENDAR 6/2015, FISCAL 12/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-620-6230	TRAINING	.00	.00	.00	.00	.00
001-620-6401	AUDITING/ACCOUNTING	1,200.00	.00	900.00	75.00	300.00
001-630-6450	ELECTIONS	2,000.00	.00	.00	.00	2,000.00
001-640-6411	LEGAL EXPENSE	15,000.00	.00	11,723.50	78.16	3,276.50
001-650-6160	WORKERS COMP	6,050.00	1,560.00	1,928.35	31.87	4,121.65
001-650-6210	ASSOCIATION DUES	2,500.00	.00	1,705.73	68.23	794.27
001-650-6310	BLDG MAINT & REPAIR	5,000.00	422.38	1,829.15	36.58	3,170.85
001-650-6371	ELECTRIC/GAS EXPENSE	11,500.00	533.89	8,800.48	76.53	2,699.52
001-650-6373	TELEPHONE	3,500.00	213.82	3,548.02	101.37	48.02-
001-650-6405	COURT & RECORDING FEES	.00	7.00	28.00	.00	28.00-
001-650-6408	INSURANCE EXPENSE	32,000.00	.00	33,676.72	105.24	1,676.72-
001-650-6410	BANK FEE	.00	.00	30.00	.00	30.00-
001-650-6414	PRINTING & PUBLISHING	3,000.00	217.65	4,114.41	137.15	1,114.41-
001-650-6419	TECHNOLOGY SERVICE EXPENSE	6,000.00	60.00	7,304.42	121.74	1,304.42-
001-650-6504	MINOR EQUIPMENT	2,000.00	106.48	2,913.58	145.68	913.58-
001-650-6506	OFFICE SUPPLIES	3,000.00	318.01	2,505.66	83.52	494.34
001-650-6507	OPERATING SUPPLIES	.00	16.84	265.37	.00	265.37-
001-650-6508	POSTAGE & HANDLING	6,000.00	75.03	791.30	13.19	5,208.70
001-650-6515	MISC	.00	280.74	4,544.98	.00	4,544.98-
001-650-6599	MISC EXPENSE	6,000.00	.00	531.03	8.85	5,468.97
001-699-6490	ENGINEER EXP - OTHER PROF SERV	8,000.00	370.00	5,384.94	67.31	2,615.06
001-699-6515	MISC EXPENSE	.00	.00	.00	.00	.00
001-910-6910	TRANSFER OUT	60,000.00	.00	.00	.00	60,000.00
001-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
110-210-6010	WAGES - ROAD USE	23,767.00	858.06	21,880.52	92.06	1,886.48
110-210-6110	SS/MED - CITY SHARE	1,854.00	65.64	1,673.83	90.28	180.17
110-210-6130	IPERS - CITY SHARE	2,236.00	76.62	1,953.82	87.38	282.18
110-210-6331	VEHICLE OPERATIONS	5,500.00	267.24	3,999.30	72.71	1,500.70
110-210-6332	VEHICLE REPAIR	4,000.00	20.00	1,243.82	31.10	2,756.18
110-210-6399	OTHER MAINT & REPAIR	1,000.00	.00	101.38	10.14	898.62
110-210-6417	STREET MAINT EXPENSE	35,000.00	.00	900.41	2.57	34,099.59
110-210-6515	MISC	.00	.00	.00	.00	.00
110-210-6710	VEHICLES	.00	.00	.00	.00	.00
110-210-6723	HEAVY EQUIPMENT	.00	.00	.00	.00	.00
110-210-6761	STREETS	.00	.00	.00	.00	.00
110-210-6768	ALLEY GRAVEL/PATCH	5,000.00	.00	.00	.00	5,000.00
110-240-6417	STREET MAINT EXPENSE	.00	.00	.00	.00	.00
110-240-6509	POSTS/SIGNS	.00	.00	.00	.00	.00
110-240-6761	STREETS CAPITAL OUTLAY	.00	.00	.00	.00	.00
110-250-6470	SNOW & ICE REMOVAL	4,000.00	.00	3,855.62	96.39	144.38
110-270-6417	STREET CLEANING	.00	.00	.00	.00	.00
110-865-6765	STORM DRAINAGE	2,000.00	.00	1,165.30	58.27	834.70
110-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
110-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
121-210-6417	STREET MAINT EXPENSE	65,000.00	.00	65,000.00	100.00	.00
121-430-6320	GROUNDS MAINT & REPAIR	.00	.00	.00	.00	.00
121-815-6765	STORM DRAINAGE	.00	.00	.00	.00	.00
121-815-6767	SANITARY SEWERS	.00	.00	.00	.00	.00
121-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
121-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
200-710-6801	PRINCIPAL PAYMENTS	.00	1,000.00	1,000.00	.00	1,000.00-

CITY OF HILLS  
BUDGET REPORT  
CALENDAR 6/2015, FISCAL 12/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
200-710-6851	INTEREST PAYMENTS	.00	16,799.58	16,799.58	.00	16,799.58-
200-710-6899	BOND REGISTRATION FEES	.00	.00	.00	.00	.00
200-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
200-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
600-810-6010	WAGES - FULL TIME	40,000.00	1,074.00	9,111.00	22.78	30,889.00
600-810-6350	OPERATIONAL EQUIP REPAIR	3,000.00	.00	30,920.29	1,030.68	27,920.29-
600-810-6371	UTILITIES	.00	119.84	3,278.01	.00	3,278.01-
600-810-6373	TELEPHONE/COMMUNICATIONS	.00	.00	.00	.00	.00
600-810-6407	ENGINEERING	.00	.00	84,350.61	.00	84,350.61-
600-810-6411	LEGAL	12,000.00	.00	19,497.50	162.48	7,497.50-
600-810-6414	PRINTING/PUBLISHING	5,000.00	.00	.00	.00	5,000.00
600-810-6490	WATER CONSTRUCTION EXPENSE	3,738,000.00	42,997.99	3,551,799.31	95.02	186,200.69
600-810-6498	DEPOSIT REFUNDS	.00	.00	.00	.00	.00
600-810-6508	POSTAGE	.00	.00	.00	.00	.00
600-810-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00	.00
600-810-6851	INTEREST PAYMENTS	.00	.00	.00	.00	.00
600-810-6899	BOND REGISTRATION FEES	.00	.00	.00	.00	.00
600-815-6373	TELEPHONE/COMMUNICATIONS	.00	.00	.00	.00	.00
600-815-6490	OTHER PROFESSIONAL SERV	.00	.00	411.77	.00	411.77-
600-910-6910	TRANFER OUT	.00	.00	.00	.00	.00
600-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
610-815-6010	WAGES - SEWER	20,000.00	1,180.00	14,168.54	70.84	5,831.46
610-815-6040	WAGES OT - SEWER	.00	.00	.00	.00	.00
610-815-6110	SS/MED - CITY SHARE	500.00	11.86	267.12	53.42	232.88
610-815-6130	IPERS - CITY SHARE	200.00	13.84	311.90	155.95	111.90-
610-815-6320	GROUNDS MAINT & REPAIR	2,000.00	.00	.00	.00	2,000.00
610-815-6350	OPERTATIONAL EQUIP REPAIR	25,000.00	.00	2,477.54	9.91	22,522.46
610-815-6371	ELECTRIC/GAS EXPENSE	14,000.00	1,015.10	13,110.64	93.65	889.36
610-815-6373	TELEPHONE SERVICE	1,000.00	37.30	704.14	70.41	295.86
610-815-6380	TESTS	4,000.00	265.32	10,775.76	269.39	6,775.76-
610-815-6399	OTHER MAINT & REPAIRS	1,200.00	93.42	13,398.48	1,116.54	12,198.48-
610-815-6407	ENGINEERING	.00	.00	.00	.00	.00
610-815-6411	LEGAL	.00	.00	.00	.00	.00
610-815-6418	TAX EXPENSE	1,100.00	.00	903.00	82.09	197.00
610-815-6508	SEWER- POSTAGE	850.00	63.00	799.27	94.03	50.73
610-910-6910	TRANFER OUT	.00	.00	.00	.00	.00
610-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
670-840-6491	LANDFILL	3,000.00	176.15	1,607.57	53.59	1,392.43
670-840-6492	GARBAGE	16,000.00	1,230.25	14,763.00	92.27	1,237.00
670-840-6508	LANDFILL/GARBAGE- POSTAGE	1,000.00	63.00	678.23	67.82	321.77
670-840-6535	GARBAGE BAGS	3,000.00	57.50	9,213.17	307.11	6,213.17-
670-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
670-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
	DIFFERENCE	4,526,605.00	79,158.84	4,235,860.92	93.58	290,744.08
	PROOF	4,526,605.00	79,158.84	4,235,860.92	93.58	290,744.08

**RESOLUTION 2015-27**

**A RESOLUTION SETTING SALARIES OR WAGES FOR EMPLOYEES FOR FISCAL YEAR 2015-16  
BEGINNING JULY 1, 2015**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLS, IOWA,**

That the following persons and positions named shall be paid the salaries or wages indicated and that the City Administrator is authorized to issue warrants/checks, less legally required or authorized deductions from the amounts set out below on a weekly basis, and make contributions to IPERS and Social Security or other purpose as required by law or authorization of the Council, all subject to audit and review by the Council:

<u>Position</u>	<u>Name</u>	<u>Monthly Rate</u>	<u>Weekly Rate</u>	<u>Hourly Rate</u>
Fire Chief	Jason Van Nevel	\$200.00		
Maintenance	Ron Wolfe		\$883.79	
Deputy Clerk	Donna Hicks			\$10.30
City Administrator	Cathy Fitzmaurice-Hill		\$772.50	

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve  
Resolution 2015-27.

YES:

NO:

ABSTAIN:

ABSENT:

Resolution 2015-27 passed and approved this 22nd day of June, 2015.

\_\_\_\_\_  
Cathy Knebel, Mayor Pro Tem

ATTEST:

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



**RESIDENTIAL SOLID WASTE AGREEMENT BETWEEN  
THE CITY OF HILLS, IOWA, AND JOHNSON COUNTY REFUSE, INC.**

This Agreement is made by the City of Hills, Iowa, an Iowa municipal corporation (“CITY”), and Johnson County Refuse, Inc., an Iowa corporation (“CONTRACTOR”).

WHEREAS Chapter 455B of the Code of Iowa requires that CITY establish and operate a solid waste collection and disposal system; and

WHEREAS CITY may contract with private parties to carry out its solid waste collection and disposal system; and

WHEREAS CONTRACTOR is engaged in the business of solid waste collection; and

WHEREAS CITY and CONTRACTOR wish to enter into an agreement for solid waste collection.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Collection of Solid Waste. CONTRACTOR agrees to collect all solid waste required to be collected by CONTRACTOR pursuant to this Agreement and the Hills Municipal Code. CONTRACTOR further agrees to dispose of all solid waste collected in a sanitary manner in accordance with the laws of the State of Iowa and of the United States of America.

2. Residential Solid Waste. CONTRACTOR agrees to collect solid waste from all residential units in CITY. The parties understand and agree that this collection shall not include commercial units, and that nothing in this instrument shall be construed to prevent CONTRACTOR from contracting privately with commercial units for the collection of solid waste during the term of this contract for a fee.

3. Parks and Community Building. CONTRACTOR agrees to collect solid waste from public parks, CITY-owned facilities and the Hills Community Building, without additional charge to CITY or the Community Building, during the term of this Agreement.

4. Exclusive Right. CONTRACTOR shall be the sole contractor permitted to provide residential solid waste collection services pursuant to the Hills Municipal Code. This clause shall not operate to prevent other solid waste collection companies from collecting solid waste from commercial establishments or multi-family residential units not contemplated by this Agreement or the Hills Municipal Code.

5. Office. CONTRACTOR shall establish an office in Johnson County, Iowa, at which CONTRACTOR can be reached by authorized CITY personnel regarding services under this Agreement and regarding where CITY citizens may file complaints in writing or by telephone. CITY shall provide notice of CONTRACTOR's office address and telephone number to CITY citizens.

6. Equipment. CONTRACTOR shall furnish all necessary labor, tools, and equipment needed for the proper operation of the collection and disposal service. This equipment shall be in good operating condition at all times, shall be leak proof, and shall be cleaned and disinfected at least once per week. CONTRACTOR further agrees to have enough equipment on hand in good working order such that, should a piece of equipment fail, said condition shall not impede the collection of solid waste in CITY on any given collection day. CONTRACTOR further agrees that CONTRACTOR's name shall be clearly visible on each side of any vehicle used for the collection of solid waste in CITY.

7. Hauling. CONTRACTOR shall take reasonable precautions to secure all solid waste collected to avoid such waste leaking, spilling, blowing, or otherwise falling from CONTRACTOR's equipment. Should any solid waste leak, spill, blow, or otherwise fall from CONTRACTOR's equipment, CONTRACTOR shall immediately collect such solid waste.

8. Collection Containers. CITY and its designees shall sell stickers provided by CONTRACTOR to be placed on bags for the collection and disposal of residential refuse and

garbage for \$1.25. CITY shall provide to each residential unit recyclable containers for recyclable waste. CONTRACTOR agrees to collect the recyclable solid waste from said containers. CITY further agrees to sell stickers for the collection of yard waste as defined in the Hills Municipal Code for a fee of \$1.25 per 39 gallon bag. Collection of said yard waste bags shall be limited to 40 pounds or less per bag.

9. Collection Times. CONTRACTOR agrees to collect solid waste from each residence in CITY every Tuesday. CONTRACTOR may elect to collect residential solid waste on additional days of the week after providing reasonable notice to the public. The collection on additional days of the week shall not relieve CONTRACTOR of collection of solid waste on the Tuesday of every week. Yard waste may be picked up on a different weekly schedule upon agreement between CONTRACTOR and CITY after prior notice is provided to CITY residents as directed by the City Council. Any such agreement shall be in writing and shall be considered an addendum to this Agreement.

Notwithstanding the foregoing, if a holiday falls on a Tuesday, that week's collection date shall occur the following day.

Solid waste containers and bulky rubbish shall be placed at the curb in front of each residence prior to 8:00 a.m. on the morning of the regularly scheduled collection day. Solid waste not placed at the curb in compliance with the Hills Municipal Code is not required to be collected by CONTRACTOR.

10. Approved Landfill or Recycling Center. CONTRACTOR agrees that all solid waste collected from CITY shall be disposed of in an approved landfill or at an approved recycling site or in an alternative method according to the laws of the State of Iowa and of the United States of America. The contractor shall furnish, at the request of CITY, documentation of

the approved landfill or recycling center at which the solid waste and recycling materials are disposed.

11. Collection Procedure. CONTRACTOR shall collect the solid waste specified in this contract in a workmanlike and sanitary manner and shall take reasonable steps to avoid litter. After collection, CONTRACTOR shall place all trash and recycling receptacles and lids in such a manner so as to avoid loss or scattering of such receptacles and lids due to wind or other natural phenomenon. CONTRACTOR shall make collection in such a manner as to cause a minimum of inconvenience to the residents of CITY and to the community environment.

12. Fees and Payment. CITY agrees to pay CONTRACTOR the sum of \$4.75 per month for each residence from which solid waste is to be collected pursuant to this Agreement and the Hills Municipal Code. If CITY determines that it is no longer in the public interest to provide solid waste collection to each individual unit of multi-family residential properties, CITY shall provide to CONTRACTOR at least 30 days written notice of such determination. Upon the expiration of 30 days after such notice, the payment of fees for any such units will cease and CONTRACTOR will no longer be responsible to collect solid waste from those properties, unless the parties otherwise agree. CONTRACTOR may contract separately for collection of solid waste with the owners or residents of any residential unit not served under this Agreement.

13. Payment. Payment of fees set forth herein shall be sent to CONTRACTOR's office address by the fifth day of the month following collection.

14. Rate Increases. In the event that the rates at the approved landfill or the approved recycling site increase by an amount equal to or greater than \$10.00 per ton, CITY and CONTRACTOR may agree to amend the rates for the remainder of the term of this Agreement.

If the parties cannot agree as to new rates for collection, the matter shall be submitted to mediation.

15. Insurance. CONTRACTOR shall carry a policy of liability insurance providing coverage for acts or omissions arising out of the performance of CONTRACTOR's duties pursuant to this Agreement. Said policy shall be in the aggregate amount of \$500,000 and shall name HILLS as an additional insured on the policy.

16. Compliance with Law. CONTRACTOR shall perform its duties pursuant to this Agreement in compliance with all applicable laws and regulations of the United States of America, the State of Iowa, and CITY.

17. Indemnity. CONTRACTOR shall indemnify, save and hold harmless CITY, its officers, employees and agents from and against any and all suits, actions, legal proceedings, claims, damages, costs and expenses – including attorney fees – arising out of the performance of this Agreement by CONTRACTOR. CITY reserves the right to retain independent counsel of its choosing to defend any action for which CONTRACTOR is required to indemnify CITY.

18. Workers' Compensation. CONTRACTOR shall carry with an insurance company authorized to conduct business in the State of Iowa a policy that meets all requirements of the workers' compensation law of the State of Iowa, including all requirements for occupational diseases.

19. Assignment. CONTRACTOR may not assign any portion of this contract without the prior approval of CITY. CONTRACTOR may not enter into an agreement with any third party to collect solid waste within CITY without prior authorization by CITY.

20. Permits and License. CONTRACTOR is to obtain, at its own expense, all permits and licenses required by law or ordinances and maintain the same in full force and effect.

21. Termination. This Agreement shall terminate at the earliest of:

- a) June 30, 2020;
- b) Upon the filing of a voluntary petition in bankruptcy by CONTRACTOR or an involuntary petition in bankruptcy for CONTRACTOR in United States Bankruptcy Court for protections provided in the United States Bankruptcy Code;
- c) Upon the breach of any terms hereof, subject to the provisions of Paragraph 23 of this Agreement;
- d) By written agreement of both parties.

22. Extension. This Agreement may be extended by agreement of the parties. Any extension agreement shall be in writing.

23. Breach. In the event of a breach of this Agreement by either party, the non-defaulting party shall have the option to elect any one or a combination of the following remedies;

- a) Bring an action in the District Court of Iowa in and for Johnson County to seek an injunction ordering the other party to perform under the provisions of this contract;
- b) Bring an action in the District Court of Iowa in and for Johnson County to seek damages for the breach of this contract;
- c) Serve upon the other party a notice that they are in default and that this Agreement shall terminate the contract upon thirty (30) days' notice;
- d) Serve upon the other party a notice that they are in default setting out the specific breach and notifying them that if the breach is not correct within ten (10) days the contract will be terminated.

24. Waiver. Failure by either party to exercise the remedies provided for in this Agreement shall not constitute a waiver of the term breached or any other term contained within this Agreement.

25. Term. This Agreement shall commence immediately upon execution by both parties and shall terminate no later than June 30, 2020. No extensions shall be granted of this term unless both parties agree to extend it in writing setting out the terms and conditions.

26. Notice. Any notice to be given pursuant to this Agreement shall be sent to the following addresses:

Johnson County Refuse, Inc.  
970 238<sup>th</sup> Street NE  
P.O. Box 200  
North Liberty, IA 52317  
(319) 665-4498

City Clerk  
City of Hills  
P.O. Box 345  
Hills, Iowa 52235  
(319) 679-3197

27. Entire Agreement. This is the entire agreement between the parties and no statements or representations not contained herein are a part of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF HILLS, IOWA

JOHNSON COUNTY REFUSE, INC.

\_\_\_\_\_  
TIM KEMP, Mayor

\_\_\_\_\_  
STEVE SMITH, President

ATTEST:

\_\_\_\_\_  
CATHY FITZMAURICE-HILL  
City Clerk