

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

April 13, 2015

- **Consent Agenda:**
 - Minutes from meeting March 23, 2015
 - Bills and receipts from March 23 thru April 13, 2015
- **Public Discussion**
- **New Business**
 - Set Public Hearing date for FY15 Budget Amendment
 - Resolution No. 2015-16 approving and authorizing the Mayor to sign Contractor's Application for Payment No. 10 to the Contract with Dave Schmitt Construction Co Inc for Hills Municipal Water System - Division 1
 - Resolution No. 2015-17 approving and authorizing the Mayor to sign Contractor's Application for Payment No. 7 to the Contract with Maguire Iron Inc for Hills Municipal Water System - Division 2
 - Resolution No. 2015-18 approving and authorizing the Mayor to execute an Agreement with the Johnson County Sheriff's Office to provide law enforcement protection for the City of Hills
 - Discussion and possible action on proposal from Data Tech for meter reading interface software
- **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**

Hills City Council
Meeting
March 23, 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, March 23, 2015 at the Hills Fire Station Meeting Room.

Council members present were: Cathy Knebel, Steve Harris, Merle Hill and Thom Kirkpatrick. Absent: Bruce Endris. P&Z members present were: Ron Wolfe, Theresa Volk and Matt Pantel (by speakerphone at 7:20 p.m.)

A motion was made by Knebel and seconded by Kirkpatrick to approve the consent agenda approving minutes from March 9, 2015, and bills/receipts from March 9, 2015 thru March 23, 2015. Ayes: 4. Motion carried.

Public Discussion: None.

New Business:

The Joint Public Hearing with P&Z was moved to later in the agenda due to a lack of quorum of P&Z.

Mayor Tim Kemp opened the Public Hearing on the Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note at 7:02 p.m. There were no comments from the Public. The Public hearing was closed at 7:03.

Resolution 2015-15 was presented taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a \$350,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement). A Motion was made by Hill and seconded by Harris to approve Resolution 2015-15. Roll Call was held. Ayes-4. Absent: Bruce Endris. Resolution passed.

Mayor Tim Kemp opened the Public Hearing on an Ordinance Amending the Code of Ordinances of the City of Hills, Iowa by adding provisions for an A-1 Agricultural Zoning District at 7:20 p.m. There were no comments from the Public. The Public Hearing was closed at 7:21.

A Motion was made by Kirkpatrick to approve the First Reading of an Ordinance Amending the Code of Ordinances of the City of Hills, Iowa by adding provisions for an A-1 Agricultural Zoning District and seconded by Knebel. Roll Call was held. Ayes-4. Absent: Bruce Endris. First Reading Carried.

A Motion was made by Kirkpatrick to waive the three readings of an Ordinance Amending the Code of Ordinances of the City of Hills, Iowa by adding provisions for an A-1 Agricultural Zoning District and seconded by Hill. Roll call was held. Ayes -4. Absent Bruce Endris. The Ordinance passed and will become effective upon publication.

Previous Business:

Jim Wolfe updated the Council that Schmitt has a crew working on the water main and when they are finished this crew will move to the house connections. The R.O. Skid was delivered for the Treatment Plan. The Tower is moving on schedule.

A discussion was held with regard to requiring deposits from all rental units for water service. The Council directed the Administrator to put a policy into effect with regard to deposits. New tenants will be required to comply and deposits will be required for current tenants prior to reconnection upon disconnection for nonpayment.

REPORTS:

Attorney: No report.

Fire Chief: Jason reported 19 members participated in a live training session last Saturday. He expressed that all members felt it was a very useful training. He has attempted to contact Pace Properties in regard to the lack of smoke detectors in its apartments but has not been able to get a response. Two trucks have required repairs. #85 lost its turbo returning from a call and was repaired. #86 needs repairs anticipated to cost about \$1800. The Council authorized Jason to proceed with the repairs.

Maintenance: Ron met with Pelling to discuss street work. Routine work will be delayed until later in the year. Ron asked Pelling to get cost estimates to improvements on Main Street.

Sewer: No report.

Administrator: Cathy reported that Johnson County sheriff would enforce City parking ordinances if provided with a citation book. It would be up to the City to prosecute. Streb & Streb Partnership has requested the City consider converting 3 R1 lots in the Oakcrest Hill Estates subdivision to R4. After discussion the Council felt it was willing to discuss this further with Streb but felt it was too soon to make any constructive comment. This will be discussed further at the next Council meeting.

Mayor: Tim reported that he had spoken to Stutsmans in regard to the purchase of property across from City Hall. He informed the Council that this could move forward yet this year.

A motion was made by Knebel and seconded by Harris to adjourn the meeting at 7:58 PM . Ayes: 4 Absent: Endris. Motion carried.

Tim Kemp, Mayor

Cathy Fitzmaurice-Hill, Administrator

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	6,839.72			
				VENDOR TOTAL	6,839.72			
7701	1	4/13/15	4/13/15	1315 IAMU DUES	290.00	001	001-650-6210	1
				INVOICE TOTAL	290.00			
				VENDOR TOTAL	290.00			
APR15	1	4/13/15	4/13/15	1101 JOHNSON COUNTY SHERIFF POLICE PROTECTION	2,167.75	001	001-110-6420	1
				INVOICE TOTAL	2,167.75			
				VENDOR TOTAL	2,167.75			
313414	1	4/13/15	4/13/15	1349 IOWA OFFICE SUPPLY INC COPIER LEASE	106.48	001	001-650-6504	1
				INVOICE TOTAL	106.48			
				VENDOR TOTAL	106.48			
APR15	1	4/13/15	4/13/15	1193 SHARON TELEPHONE 1/2 FIRE DEPT 224	38.24	001	001-150-6373	1
	2			1/2 FIRE DEPT 224	38.24	001	001-650-6373	1
	4			MAINT BLDG 223	37.80	001	001-650-6373	1
	5			CLERK 513	137.74	001	001-650-6373	1
				INVOICE TOTAL	252.02			
				VENDOR TOTAL	252.02			
185442	1	4/13/15	4/13/15	1203 STUTSMAN INC FUEL	25.33	001	001-150-6331	1
				INVOICE TOTAL	25.33			
				VENDOR TOTAL	25.33			
APR15	1	4/13/15	4/13/15	1219 VISA FOOD-TRAINING	156.79	001	001-150-6230	1
				INVOICE TOTAL	156.79			
APR1515	1	4/13/15	4/13/15	IMMI CONFERENCE	420.00	001	001-650-6515	1
	2			NORTON ANTI VIRUS	63.59	001	001-650-6419	1
				INVOICE TOTAL	483.59			
				VENDOR TOTAL	640.38			
				GENERAL	14,959.09			
				ROAD USE TAX				
APR15	1	4/13/15	4/13/15	1010 CASEY'S GENERAL STORE CORPORAT FUEL	124.08	110	110-210-6331	1
				INVOICE TOTAL	124.08			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				INVOICE TOTAL	6,839.72		
				VENDOR TOTAL	6,839.72		
7701	1	4/13/15	4/13/15	1315 IAMU DUES	290.00	001 001-650-6210	1
				INVOICE TOTAL	290.00		
				VENDOR TOTAL	290.00		
APR15	1	4/13/15	4/13/15	1101 JOHNSON COUNTY SHERIFF POLICE PROTECTION	2,167.75	001 001-110-6420	1
				INVOICE TOTAL	2,167.75		
				VENDOR TOTAL	2,167.75		
13414	1	4/13/15	4/13/15	1349 IOWA OFFICE SUPPLY INC COPIER LEASE	106.48	001 001-650-6504	1
				INVOICE TOTAL	106.48		
				VENDOR TOTAL	106.48		
APR15	1	4/13/15	4/13/15	1193 SHARON TELEPHONE 1/2 FIRE DEPT 224	38.24	001 001-150-6373	1
	2			1/2 FIRE DEPT 224	38.24	001 001-650-6373	1
	4			MAINT BLDG 223	37.80	001 001-650-6373	1
	5			CLERK 513	137.74	001 001-650-6373	1
				INVOICE TOTAL	252.02		
				VENDOR TOTAL	252.02		
.85442	1	4/13/15	4/13/15	1203 STUTSMAN INC FUEL	25.33	001 001-150-6331	1
				INVOICE TOTAL	25.33		
				VENDOR TOTAL	25.33		
APR15	1	4/13/15	4/13/15	1219 VISA FOOD-TRAINING	156.79	001 001-150-6230	1
				INVOICE TOTAL	156.79		
APR1515	1	4/13/15	4/13/15	IMMI CONFERENCE	420.00	001 001-650-6515	1
	2			NORTON ANTI VIRUS	63.59	001 001-650-6419	1
				INVOICE TOTAL	483.59		
				VENDOR TOTAL	640.38		
				GENERAL	14,959.09		
				ROAD USE TAX			
APR15	1	4/13/15	4/13/15	1010 CASEY'S GENERAL STORE CORPORAT FUEL	124.08	110 110-210-6331	1
				INVOICE TOTAL	124.08		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	124.08		
431066	1	4/13/15	4/13/15	1111 LINDER TIRE TIRE REPAIR	20.00 INVOICE TOTAL 20.00	110 110-210-6332	1
				VENDOR TOTAL	20.00		
185441	1	4/13/15	4/13/15	1203 STUTSMAN INC FUEL	55.44 INVOICE TOTAL 55.44	110 110-210-6331	1
				VENDOR TOTAL	55.44		
				ROAD USE TAX	199.52		
				WATER			
529948	1	4/13/15	4/13/15	1139 ALLIANT UTILITIES ELECTRIC SERVICE WATER C	1,359.97 INVOICE TOTAL 1,359.97	600 600-810-6371	1
				VENDOR TOTAL	1,359.97		
PAYNO9	1	4/13/15	4/13/15	1357 DAVE SCHMITT CONSTRUCTION PAY APP NO 9	68,498.80 INVOICE TOTAL 68,498.80	600 600-810-6490	1
				VENDOR TOTAL	68,498.80		
APR15	1	4/13/15	4/13/15	1261 FOX ENGINEERING WATER ENG FEE	5,858.59 INVOICE TOTAL 5,858.59	600 600-810-6490	1
				VENDOR TOTAL	5,858.59		
APR15	1	4/13/15	4/13/15	1124 JIM WOLFE MARCH WAGES	216.00 INVOICE TOTAL 216.00	600 600-810-6010	1
				VENDOR TOTAL	216.00		
PAYNO6	1	4/13/15	4/13/15	1354 MAGUIRE IRON PAY APP NO 6	16,862.50 INVOICE TOTAL 16,862.50	600 600-810-6490	1
				VENDOR TOTAL	16,862.50		
68009	1	4/13/15	4/13/15	1130 MID AMERICAN ENERGY GAS CONNECTION, WATER CO	1,389.18 INVOICE TOTAL 1,389.18	600 600-810-6490	1
				VENDOR TOTAL	1,389.18		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
11411705	1	4/13/15	4/13/15	1195 SHIVE HATTERY WATER ENG FEE	694.36 694.36	600	600-810-6407	1
				INVOICE TOTAL	694.36			
				VENDOR TOTAL	694.36			
19934	1	4/13/15	4/13/15	1289 STATE HYGIENIC LABORATORY WATER TESTS	25.00 25.00	600	600-810-6490	1
				INVOICE TOTAL	25.00			
				VENDOR TOTAL	25.00			
1PR15	1	4/13/15	4/13/15	1348 STEVE FLAKE WATER WAGES	600.00 600.00	600	600-810-6010	1
				INVOICE TOTAL	600.00			
				VENDOR TOTAL	600.00			
				WATER	95,504.40			
				SEWER				
1PR15	1	4/13/15	4/13/15	1034 BRUCE ENDRIS MARCH SEWER WAGES	800.00 800.00	610	610-815-6010	1
				INVOICE TOTAL	800.00			
				VENDOR TOTAL	800.00			
.Y01941	1	4/13/15	4/13/15	1287 KEYSTONE LABORATORIES SEWER TESTS	41.68 41.68	610	610-815-6380	1
				INVOICE TOTAL	41.68			
.Y02059	1	4/13/15	4/13/15	SEWER TESTS	61.38 61.38	610	610-815-6380	1
				INVOICE TOTAL	61.38			
.Y02437	1	4/13/15	4/13/15	SEWER TESTS	41.68 41.68	610	610-815-6380	1
				INVOICE TOTAL	41.68			
				VENDOR TOTAL	144.74			
1PR15	3	4/13/15	4/13/15	1193 SHARON TELEPHONE LIFT STATION 2107	37.30 37.30	610	610-815-6373	1
				INVOICE TOTAL	37.30			
				VENDOR TOTAL	37.30			
1PR15	1	4/13/15	4/13/15	1216 U S POST OFFICE UTILITY BILLING	60.52 60.52	610	610-815-6508	1
				INVOICE TOTAL	60.52			
				VENDOR TOTAL	60.52			
				SEWER	1,042.56			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
LANDFILL/GARBAGE							
APR15	1	4/13/15	4/13/15	1014 CITY OF IOWA CITY LANDFIL LANDFILL FEES	92.67 92.67	670 670-840-6491	1
				INVOICE TOTAL	92.67		
				VENDOR TOTAL	92.67		
76632	1	4/13/15	4/13/15	1100 JOHNSON COUNTY REFUSE, INC GARBAGE COLLECTION	1,230.25 1,230.25	670 670-840-6492	1
				INVOICE TOTAL	1,230.25		
APR15	1	4/13/15	4/13/15	GARBAGE YEARLY TAGS	75.00	670 670-840-6535	1
				INVOICE TOTAL	75.00		
				VENDOR TOTAL	1,305.25		
APR15	2	4/13/15	4/13/15	1216 U S POST OFFICE UTILITY BILLING	60.52 60.52	670 670-840-6508	1
				INVOICE TOTAL	60.52		
				VENDOR TOTAL	60.52		
				LANDFILL/GARB	1,458.44		
				HILLS BANK & TRUST TOTAL	113,164.01		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	113,164.01		
				GRAND TOTALS	113,164.01		

ACCOUNT NUMBER	ACCOUNT NAME	DATE	JOURNAL RECEIVED FROM/ALPHA ID	RECEIPT NO REF/DESCRIPTION	AMOUNT
001-950-4300	INTEREST				
		3/31/15	GL1278 HILLS BANK AND TRUST	CHECKING INT	41.24
	ACCOUNT TOTAL				41.24
110-210-4300	INTEREST				
		3/24/15	GL1274 HILLS BANK AND TRUST	CD INT - ROADS 10096063	43.15
	ACCOUNT TOTAL				43.15
600-810-4500	CHARGES/FEES FOR SERVICES				
		3/23/15	UB2350 WA CASH POSTING		425.00
		3/23/15	UB2350 WA CASH POSTING		133.50
		3/23/15	UB2350 WA CASH POSTING		.50-
		3/23/15	UB2351 WA PENALTY CALC		1.25-
		3/23/15	UB2351 WA PENALTY CALC		999.06-
		3/23/15	UB2351 WA PENALTY CALC		909.81
		3/27/15	UB2355 WA CASH POSTING		319.50
		3/27/15	UB2355 WA CASH POSTING		132.13
		4/01/15	UB2358 WA CASH POSTING		250.00
		4/01/15	UB2358 WA CASH POSTING		65.75
		4/01/15	UB2358 WA CASH POSTING		.75-
		4/06/15	UB2361 WA CASH POSTING		258.55
		4/06/15	UB2361 WA CASH POSTING		79.25
		4/06/15	UB2361 WA CASH POSTING		8.50-
		4/08/15	UB2366 WA CASH POSTING		210.00
		4/08/15	UB2366 WA CASH POSTING		1.00
		4/08/15	UB2366 WA CASH POSTING		.75-
		4/09/15	UB2373 WA CASH POSTING		210.00
	ACCOUNT TOTAL				1,983.68
600-810-4530	PENALTIES				
		3/23/15	UB2350 WA CASH POSTING		10.00
		3/27/15	UB2355 WA CASH POSTING		70.00
		4/01/15	UB2358 WA CASH POSTING		35.00
		4/06/15	UB2361 WA CASH POSTING		10.00
		4/09/15	UB2373 WA CASH POSTING		10.00
	ACCOUNT TOTAL				135.00
600-810-4820	PROCEEDS FROM DEBT/LOAN				
		3/23/15	GL1273 IOWA FINANCE AUTHORITY	SRF DISBURSEMEN ELECTRONIC	100,778.02
	ACCOUNT TOTAL				100,778.02
610-815-4300	INTEREST				
		4/02/15	GL1275 CD INTEREST	10189637	15.11
		4/06/15	GL1279 HILLS BANK AND TRUST	CD INT - SEWER 10180065	15.84

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
DATE	JOURNAL RECEIVED FROM/ALPHA ID	RECEIPT NO REF/DESCRIPTION
610-815-4300	INTEREST	
	ACCOUNT TOTAL	30.95
610-815-4500	CHARGES/FEES	
3/23/15	UB2350 SW CASH POSTING	65.00
3/23/15	UB2350 SW CASH POSTING	5.00
3/23/15	UB2350 SW CASH POSTING	1,038.75
3/23/15	UB2350 SW CASH POSTING	60.00
3/23/15	UB2351 SW PENALTY CALC	1.25
3/23/15	UB2351 SW PENALTY CALC	5.00-
3/23/15	UB2351 SW PENALTY CALC	5.00
3/23/15	UB2351 SW PENALTY CALC	75.00
3/27/15	UB2355 SW CASH POSTING	30.00
3/27/15	UB2355 SW CASH POSTING	419.00
3/27/15	UB2355 SW CASH POSTING	127.50
4/01/15	UB2358 SW CASH POSTING	40.00
4/01/15	UB2358 SW CASH POSTING	5.00
4/01/15	UB2358 SW CASH POSTING	272.14
4/01/15	UB2358 SW CASH POSTING	50.00
4/06/15	UB2361 SW CASH POSTING	5.00
4/06/15	UB2361 SW CASH POSTING	849.68
4/06/15	UB2361 SW CASH POSTING	60.00
4/08/15	UB2366 SW CASH POSTING	80.00
4/08/15	UB2366 SW CASH POSTING	3,525.00
4/08/15	UB2366 SW CASH POSTING	90.00
4/09/15	UB2368 SW CASH POSTING	75.00-
4/09/15	UB2368 SW CASH POSTING	15.00-
4/09/15	UB2373 SW CASH POSTING	75.00
4/09/15	UB2373 SW CASH POSTING	630.00
4/09/15	UB2373 SW CASH POSTING	80.00
	ACCOUNT TOTAL	7,493.32
610-815-4560	SALES TAX COLLECTED	
3/23/15	UB2350 SW CASH POSTING	2.40
4/01/15	UB2358 SW CASH POSTING	2.40
4/08/15	UB2366 SW CASH POSTING	4.80
4/09/15	UB2373 SW CASH POSTING	4.80
	ACCOUNT TOTAL	14.40
670-840-4501	GARBAGE FEES	
3/23/15	UB2350 GB CASH POSTING	152.00
3/23/15	UB2350 GB CASH POSTING	50.00
3/23/15	UB2350 GB CASH POSTING	6.25
3/23/15	UB2351 GB PENALTY CALC	14.25
3/27/15	UB2355 GB CASH POSTING	47.50
3/27/15	UB2355 GB CASH POSTING	117.50
3/27/15	UB2355 GB CASH POSTING	25.00
4/01/15	UB2358 GB CASH POSTING	15.61
4/01/15	UB2358 GB CASH POSTING	20.00
4/06/15	UB2361 GB CASH POSTING	90.25
4/06/15	UB2361 GB CASH POSTING	30.00

ACCOUNT NUMBER	ACCOUNT NAME	RECEIPT NO REF/DESCRIPTION	AMOUNT
DATE	JOURNAL RECEIVED FROM/ALPHA ID		

670-840-4501	GARBAGE FEES		
4/06/15	UB2361 GB CASH POSTING		25.00
4/08/15	UB2366 GB CASH POSTING		80.75
4/09/15	UB2368 GB CASH POSTING		14.25-
4/09/15	UB2368 GB CASH POSTING		15.00-
4/09/15	UB2373 GB CASH POSTING		90.25
4/09/15	UB2373 GB CASH POSTING		70.00
4/09/15	UB2373 GB CASH POSTING		12.50
	ACCOUNT TOTAL		817.61

670-840-4502	GARBAGE BAGES		
3/24/15	GL1274 ERIC GRINGER	GARBAGE BAGS	20.00
3/24/15	GL1274 SARA HUGHES	GARBAGE BAGS	12.50
3/24/15	GL1274 ALEX SHALLA	GARBAGE BAGS	12.50
4/06/15	GL1279 JEAN MELLECKER	GARBAGE BAGS	25.00
4/06/15	GL1279 RESIDENT	GARBAGE BAGS	1.25
4/06/15	GL1279 DONNA HICKS	GARBAGE BAGS	12.50
4/06/15	GL1279 RICK WILLMAN	GARBAGE BAGS	2.50
	ACCOUNT TOTAL		86.25
	REPORT TOTAL	=====	111,423.62

RESOLUTION NO. 2015-16

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN CONTRACTOR'S APPLICATION FOR PAYMENT NO. 10 TO THE CONTRACT WITH DAVE SCHMITT CONSTRUCTION CO INC FOR HILLS MUNICIPAL WATER SYSTEM - DIVISION 1

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 1 to Dave Schmitt Construction Co Inc., and

WHEREAS, Dave Schmitt Construction Co Inc. has submitted an Application for Payment to the City of Hills in the amount \$364,728.28.

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.10 to the contract with Dave Schmitt Construction Co Inc. for Hills Municipal Water System - Division 1, in the amount of \$364,728.28.

Motion made by _____, seconded by _____

to approve Resolution No. 2015-16

YES:

NO:

ABSTAIN:

ABSENT:

Resolution No. 2015-16 Passed and Approved on April 13, 2015.

Tim Kemp
Mayor

ATTEST:

Cathy Fitzmaurice-Hill
City Administrator/Clerk



TRANSMITTAL

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: April 9 2015

TO: Cathy Fitzmaurice-Hill
Hills City Administrator
201 N. 1st Street
P O Box 345
Hills, Iowa 52235-0345

RE: Hills Municipal Water System
3395-11A.600

DELIVERY: UPS

ITEMS: 1. Four (4) copies of Dave Schmitt Construction Pay Application No. 10

COMMENTS:

Enclosed are four (4) copies of Dave Schmitt Construction pay estimate No. 10 for the Hills Municipal Water System project.

We have reviewed this pay application along with the construction progress, and recommend that it be paid in the amount of \$364,728.28.

Please review this and let me know if you have any questions. If not, this should be placed on the next council meeting agenda for approval. Once approved, please sign all copies. Send one copy to the Contractor along with payment and return one copy to us. The other copies are for your files and for the funding agency.

If you have any questions, please let me know. Thank you.

Steven J. Troyer, P.E.

COPY TO:

Contractor's Application for Payment No. 10

Lump Sum Contract

Project: Hills Municipal Water System - Division 1	From (Contractor): Dave Schmitt Construction	Application Date: 4/6/2015
To (Owner): City of Hills, Iowa	Owner's Project No.: 3395-11A	Period From: 3/1/2015
Via (Engineer): FOX Engineering	Engineer's Proj. No.:	Period To: 3/31/2015

Approved Change Order Summary:		
No.	Date Approved	Deductions
1	9/8/2014	-\$61,025.00
2	8/21/2014	\$26,146.00
3	9/22/2014	\$9,440.00
4	9/22/2014	-\$3,928.00
5	9/22/2014	\$3,171.00
6	10/13/2014	\$2,860.98
7	12/10/2014	\$11,099.00
TOTALS		-\$64,953.00
NET CHANGE BY CHANGE ORDERS		-\$12,236.02

1. ORIGINAL CONTRACT PRICE.....	\$	4,352,237.00
2. Net change by Change Orders.....	\$	-12,236.02
3. Current Contract Price (Line 1 + 2).....	\$	4,340,000.98
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	2,696,108.48
5. RETAINAGE:		
a. 5% X \$2,600,925.72 Work Completed.....	\$	130,046.29
b. 5% X \$95,182.76 Stored Material.....	\$	4,759.14
c. Less Total Retainage Released Early.....	\$	
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	134,805.42
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5d).....	\$	2,561,303.06
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	2,196,574.78
8. AMOUNT DUE THIS APPLICATION.....	\$	364,728.28
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	1,778,697.92

Payment o	\$	
(Line 8 or other - attach explanation of the other amount)		
Is recommended by: _____ (Date)		
(Engineer)		
Payment o	\$	
(Line 8 or other - attach explanation of the other amount)		
Is approved by: _____ (Date)		
(Owner)		

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.

By:	Date: 4/6-15
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Contractor's Application

Progress Estimate
 For Contract: Hills Municipal Water System - Division 1
 Contractor: Dave Schmitt Construction

Owner's Proj. No.: 3995-11A
 Engineer's Proj. No.: 3995-11A
 Application Number: 10
 Application Date: 4/8/2015

Item No.	A		B		C		D	E	F	G	
	Item	Description	Scheduled Value	Work Completed Application (C+D)	This Period	Material Presently Stored (net in C or D)	Total Completed & Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)		
	Water Distribution System										
		Mobilization	\$292,690.00	\$161,321.52	\$10,000.00		\$171,321.52	58.5%	\$121,368.48		
		Traffic Control	\$25,000.00	\$12,500.00			\$12,500.00	50.0%	\$12,500.00		
		Seeding, Restoration, & Erosion Control	\$36,000.00	\$18,000.00			\$18,000.00	50.0%	\$18,000.00		
		Sealcoat Roadway - Remove/Replace	\$82,929.00	\$41,464.50			\$41,464.50	50.0%	\$41,464.50		
		5" RCC Pavement	\$33,200.00	\$16,600.00			\$16,600.00	50.0%	\$16,600.00		
		4" PCC Sidewalk	\$9,337.75	\$4,668.88			\$4,668.88	50.0%	\$4,668.88		
		6" GRANUL SURFACE	\$24,750.00	\$12,375.00			\$12,375.00	50.0%	\$12,375.00		
		4" PVC Water Main	\$45,875.00	\$22,937.50			\$22,937.50	50.0%	\$22,937.50		
		8" PVC Water Main	\$488,583.00	\$244,291.50	\$41,525.00		\$285,816.50	84.6%	\$75,400.00		
		8" PVC & DIP Water Main	\$394,172.00	\$197,086.00	\$18,905.59		\$215,991.59	55.0%	\$106,490.50		
		Water Main Fittings	\$95,000.00	\$47,500.00			\$47,500.00	50.0%	\$47,500.00		
		4" Gate Valves	\$1,550.00	\$775.00			\$775.00	50.0%	\$775.00		
		6" Gate Valves	\$35,000.00	\$17,500.00			\$17,500.00	50.0%	\$17,500.00		
		8" Gate Valves	\$32,570.00	\$16,285.00	\$7,000.00		\$23,285.00	87.5%	\$4,375.00		
		8" Sanitary Sewer	\$6,672.00	\$3,336.00			\$3,336.00	50.0%	\$3,336.00		
		Sanitary Sewer Pk	\$5,020.00	\$2,510.00			\$2,510.00	50.0%	\$2,510.00		
		Well Modifications	\$36,100.00	\$18,050.00			\$18,050.00	50.0%	\$18,050.00		
		30" Jack and Bore (Under Railroad)	\$66,150.00	\$33,075.00			\$33,075.00	50.0%	\$33,075.00		
		18" Jack and Bore (Under Railroad)	\$27,610.00	\$13,805.00			\$13,805.00	50.0%	\$13,805.00		
		Fire Hydrant Assemblies	\$183,010.00	\$91,505.00	\$15,740.00		\$107,245.00	76.1%	\$43,285.00		
		Fire Hydrant (Only)	\$57,265.00	\$28,632.50			\$28,632.50	50.0%	\$28,632.50		
		Service lines from valveman to curbstop	\$302,953.25	\$151,476.62			\$151,476.62	50.0%	\$151,476.62		
		Service lines from curbstop to house	\$222,000.00	\$111,000.00			\$111,000.00	50.0%	\$111,000.00		
		Plumbing work inside house	\$37,250.00	\$18,625.00			\$18,625.00	50.0%	\$18,625.00		
		Water Meters and Meter Install	\$277,050.00	\$138,525.00			\$138,525.00	50.0%	\$138,525.00		
		Water Treatment Plant									
		Mobilization	\$49,820.00	\$24,910.00			\$24,910.00	50.0%	\$24,910.00		
		General Conditions	\$96,315.52	\$48,157.76			\$48,157.76	50.0%	\$48,157.76		
		Electric Labor	\$50,700.00	\$25,350.00			\$25,350.00	50.0%	\$25,350.00		
		Electric Material	\$46,911.00	\$23,455.50			\$23,455.50	50.0%	\$23,455.50		
		Generator	\$45,801.00	\$22,900.50			\$22,900.50	50.0%	\$22,900.50		
		Control Integration	\$126,014.00	\$63,007.00			\$63,007.00	50.0%	\$63,007.00		
		Cast-in-Place Concrete	\$69,000.00	\$34,500.00			\$34,500.00	50.0%	\$34,500.00		
		Prestress Concrete	\$32,000.00	\$16,000.00			\$16,000.00	50.0%	\$16,000.00		
		Masonry	\$108,000.00	\$54,000.00			\$54,000.00	50.0%	\$54,000.00		
		Miscellaneous Steel	\$12,000.00	\$6,000.00			\$6,000.00	50.0%	\$6,000.00		
		Rough Carpentry	\$6,000.00	\$3,000.00			\$3,000.00	50.0%	\$3,000.00		
		Roofing & Sheet Metal Flashing	\$35,000.00	\$17,500.00			\$17,500.00	50.0%	\$17,500.00		
		Joint Sealants	\$1,000.00	\$500.00			\$500.00	50.0%	\$500.00		
		Doors, Frames, & Hardware	\$20,000.00	\$10,000.00			\$10,000.00	50.0%	\$10,000.00		
		Aluminum Windows	\$11,000.00	\$5,500.00			\$5,500.00	50.0%	\$5,500.00		
		Painting	\$29,000.00	\$14,500.00			\$14,500.00	50.0%	\$14,500.00		
		Specialties	\$7,000.00	\$3,500.00			\$3,500.00	50.0%	\$3,500.00		
		Laboratory Cabinets	\$7,000.00	\$3,500.00			\$3,500.00	50.0%	\$3,500.00		
		Plumbing & HVAC	\$124,000.00	\$62,000.00			\$62,000.00	50.0%	\$62,000.00		
		Process Piping & Valves	\$98,000.00	\$49,000.00			\$49,000.00	50.0%	\$49,000.00		
		Centrifugal Pumps	\$9,000.00	\$4,500.00			\$4,500.00	50.0%	\$4,500.00		
		Chemical Feed & Clearwell Tanks	\$34,000.00	\$17,000.00			\$17,000.00	50.0%	\$17,000.00		
		R/O System	\$383,000.00	\$191,500.00			\$191,500.00	50.0%	\$191,500.00		
		Footings/Building (ren & subbase)	\$25,000.00	\$12,500.00			\$12,500.00	50.0%	\$12,500.00		
		Approved Change Orders									
		CO #01 Eliminate Granular Backfill	(\$61,025.00)	(\$30,512.50)			(\$30,512.50)	50.0%	(\$30,512.50)		
		CO #02 North H2O Route	\$26,545.00	\$13,272.50			\$13,272.50	50.0%	\$13,272.50		
		CO #03 Add tracer to water service lines	\$9,400.00	\$4,700.00			\$4,700.00	50.0%	\$4,700.00		
		CO #04 Treatment plant window & overhead door	(\$3,928.00)	(\$1,964.00)			(\$1,964.00)	50.0%	(\$1,964.00)		
		CO #05 Add 6" valve & 3" Submain service	\$3,171.00	\$1,585.50			\$1,585.50	50.0%	\$1,585.50		
		CO #06 RO Skid Modifications	\$2,860.98	\$1,430.49			\$1,430.49	50.0%	\$1,430.49		
		CO #07 Main Street Crossings & Lassic Street Soil	\$11,099.00	\$5,549.50			\$5,549.50	50.0%	\$5,549.50		
		Total	\$4,340,000.28	\$2,088,001.22	\$512,924.50	\$2,600,925.72	\$2,600,925.72	60.0%	\$1,739,074.56		

Stored Material Summary

Contractor's Application

A		B		C		D		E		F		G
For (contract): Hillis Municipal Water System - Division 1		Owner's Proj. No.:		Engineer's Proj. No.:		Application Number:		Application Date:				
Contractor: Dave Schmitt Construction		3395-11A		10		4/6/2015						
Invoice No.	Shop Drawing Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)				
		Date (Mo./Year)	Amount (\$)	Date (Mo./Year)	Subtotal, \$ (D+E)	Date (Mo./Year)	Amount (\$)					
3147213	Plumb Supply- Water Meters	12/2014	\$84,111.50	-	\$84,111.50			\$84,111.50				
3091586	Plumb Supply- Water Meters	12/2014	\$11,071.26		\$11,071.26			\$11,071.26				
Harm App #5	Harm R/O System	1/2015	\$129,000.00		\$129,000.00	3/2015	\$129,000.00					
Totals			\$224,182.76		\$224,182.76		\$129,000.00	\$95,182.76				

RESOLUTION NO. 2015-17

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN CONTRACTOR'S APPLICATION FOR PAYMENT NO. 7 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 \$39,425.00.

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. 7 to the contract with Maguire Iron Inc. for Hills Municipal Water System - Division 2, in the amount of \$39,425.00.

Motion made by _____, seconded by _____

to approve Resolution No. 2015-17

YES:

NO:

ABSTAIN:

ABSENT:

Resolution No. 2015-17 Passed and Approved on April 13, 2015.

Tim Kemp
Mayor

ATTEST:

Cathy Fitzmaurice-Hill
City Administrator



TRANSMITTAL

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: April 7, 2015

TO: Cathy Fitzmaurice-Hill
Hills City Administrator
201 N. 1st Street
P O Box 345
Hills, Iowa 52235-0345

RE: Hills Municipal Water System
3395-11A.600

DELIVERY: UPS

ITEMS: 1. Four (4) copies of Maguire Iron Pay Application No. 7

COMMENTS:

Enclosed are four (4) copies of Maguire Iron pay estimate No. 7 for the Hills Municipal Water System project.

We have reviewed this pay application along with the construction progress, and recommend that it be paid in the amount of \$39,425.00.

Please review this and let me know if you have any questions. If not, this should be placed on the next council meeting agenda for approval. Once approved, please sign all copies. Send one copy to the Contractor along with payment and return one copy to us. The other copies are for your files and for the funding agency.

If you have any questions, please let me know. Thank you.

Steven J. Troyer, P.E.

COPY TO:

Lump Sum Contract

Contractor's Application for Payment No. 7

Project: Hills Municipal Water System - Division 2 From (Contractor): Maguire Iron Application Date: 4/1/2015
 To (Owner): City of Hills, Iowa Owner's Project No.: Period From: 3/31/2015
 Via (Engineer): FOX Engineering Engineer's Proj. No.: 3395-11A Period To: 2/28/2015

Approved Change Order Summary:		
No.	Date Approved	Amount
TOTALS		

- 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)..... \$ 604,010.00
- 5. RETAINAGE:
 - a. 5% X \$604,010.00 Work Completed..... \$ 30,200.50
 - b. 5% X Stored Material..... \$
 - c. Less Total Retainage Released Early..... \$
 - d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ 30,200.50
- 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5d)..... \$ 573,809.50
- 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 534,384.50
- 8. AMOUNT DUE THIS APPLICATION..... \$ 39,425.00
- 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 193,190.50

Payment of \$ 39,425.00 (Line 8 or other - attach explanation of the other amount)

is recommended by: (Date) 4-7-15
 (Engineer)

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

is approved by: _____ (Date) _____
 (Owner)

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.

By: Date: 4-1-15

Contractor's Application

Progress Estimate

A		B		C		D		E		F		G	
Item		Scheduled Value		Work Completed		This Period		Materials Presently Stored (not in C or D)		Total Completed & Stored to Date (C + D + E)		Balance to Finish (B - F)	
Item No.	Description			From Previous Application (C+D)	This Period								
1	Drawings/Bonds/Insurance	\$50,000.00	\$50,000.00	\$50,000.00	\$ -					\$50,000.00	100.0%		
2	Piling	\$92,000.00	\$92,000.00	\$92,000.00	\$ -					\$92,000.00	100.0%		
3	Foundation	\$96,200.00	\$96,200.00	\$96,200.00	\$ -					\$96,200.00	100.0%		
4	Steel Receipt	\$71,078.03	\$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	\$ -					\$224,781.97	100.0%		
6	Erection	\$118,300.00	\$118,300.00	\$17,750.00	\$ 41,500.00					\$59,250.00	50.1%	\$59,050.00	
7	Painting	\$71,340.00	\$71,340.00	\$10,700.00	\$ -					\$10,700.00	15.0%	\$60,640.00	
8	Electrical	\$43,300.00	\$43,300.00	\$ -	\$ -					\$ -		\$43,300.00	
Totals		\$767,000.00	\$767,000.00	\$562,510.00	\$41,500.00					\$604,010.00		\$162,990.00	

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: 7
 Application Date: 4/1/2015

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 (\$)
		No.				Date (Mo./Year)	Amount (\$)	Subtotal, \$ (D+E)	Date (Mo./Year)	Amount (\$)	(D + E - F)	
953878		1/2 x 96 x 240	A36 HR Plate			June/2014	\$1,501.19	\$1,501.19		\$1,501.19		
954004		1/4 x 96 x 240	A36 HR Plate			June/2014	\$2,350.51	\$2,350.51		\$2,350.51		
413871		5/8 x 96 P/W x 240	P/L A36 Plate			July/2014	\$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			July/2014	\$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			July/2014	\$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			July/2014	\$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			July/2014	\$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			Aug/2014	\$2,199.76	\$2,199.76		\$2,199.76		
14-421290		7/16 x 96 PW x 210	and 311 PL x A36 HR P			Sept/2014	\$7,828.05	\$7,828.05		\$7,828.05		
14-421291		1/2 x 84 P/W and 3/8	x 96 A36 Plate			Sept/2014	\$7,499.01	\$7,499.01		\$7,499.01		
14-421292		5/8 x 96 P/W	A36 Plate			Sept/2014	\$4,268.45	\$4,268.45		\$4,268.45		
14-421293		1/2 x 96 x 302	A36 HR Plate			Sept/2014	\$5,667.01	\$5,667.01		\$5,667.01		
14-421294		1/2 x 96 x 302	x A36 HR Plate			Sept/2014	\$3,778.01	\$3,778.01		\$3,778.01		
14-422292		5/8 x 60 P/W and 9/16	x 96 A36 Plate			Sept/2014	\$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			Sept/2014	\$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			Sept/2014	\$2,199.76	\$2,199.76		\$2,199.76		
Totals								\$71,078.03		\$71,078.03		\$71,078.03

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: 7
 Application Date: 4/1/2015

MAGUIRE IRON, INC.

Weather Log

HILLS, IA

Through March 12, 2015

<u>Construction Phase</u>	<u>Contractor</u>	<u>Month of Construction</u>	<u>Weather Days</u>	<u>Reason(s)</u>	<u>TOTAL</u>
Piles:					
Foundation:					
Piping:					
Erection:	Maguire Iron - Cash	March	3, 10, 11, 12	Rain, Ice, Mud	4
Painting:					
Electrical:					
Demo:					
Sitework:					

Total 4

* Notes Half Day

RESOLUTION NO. 2015-18

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S OFFICE TO PROVIDE LAW ENFORCEMENT PROTECTION

WHEREAS the City of Hills, Iowa desires to provide law enforcement protection for all its citizens and property within the boundaries of the City, and

WHEREAS the Johnson County Sheriff's Office is willing to provide said law enforcement protection to the City of Hills, Iowa, and

WHEREAS the Johnson County Sheriff's Office has presented an agreement which sets out the terms and conditions of supplying the City of Hills, Iowa with law enforcement protection, a copy of said agreement attached hereto, and

WHEREAS the City Council of the City of Hills, Iowa has determined that the agreement is reasonable and deems it to be in the public interest to enter into said agreement.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLS, IOWA, that City Council approves and authorized the Mayor to execute the agreement with the Johnson County Sheriff's Office to provide law enforcement protection for the citizens and property of the City of Hills, Iowa.

Motion made by _____, seconded by _____ to approve Resolution No. 2015-18.

YES:

NO:

ABSTAIN:

ABSENT:

Resolution No. 2015-18 Passed and Approved on April 13, 2015

Tim Kemp, Mayor

ATTEST:

Cathy Fitzmaurice-Hill
City Administrator

AGREEMENT

This Agreement entered into this 1st day of April,
2015 by Johnson County, Iowa, a municipal corporation, and the City of
Hills, Iowa, a municipal corporation.

Witnesseth that:

Whereas, the City of Hills, Iowa desires to have
Johnson County, Iowa provide it with law enforcement protection, and,

Whereas, Johnson County, Iowa is willing to provide said law
enforcement protection to the City of Hills, Iowa upon terms
and conditions hereinafter set forth,

Now therefore:

In consideration of the mutual covenants and agreements hereinafter set
forth, the parties hereto, legally intending to be bound hereby, do covenant and
agree for themselves and their respective successors and assigns as follows:

1. The County of Johnson, State of Iowa, through the Johnson
County Sheriff's Office will supply law enforcement protection to
the City of Hills, Iowa as follows:
 - a. Patrolling and performing other associated law enforcement
functions in and for the City of Hills totaling
approximately 12.82692308 hours per week.
 - b. It is understood by the parties that the Johnson County
Sheriff's Office, in the performance of its duties under terms of
this Agreement, must necessarily perform some functions,
such as transporting prisoners to jail, appearing in court,
attending training sessions and working follow-up
investigations, outside of the city limits. As a result it is agreed
by the parties that the Sheriff's Office may deduct ten percent
of the hours contracted for from the total due to cover time
spent on city law enforcement matters conducted outside of the
city limits.
2. Law enforcement matters, including times of patrolling, are to be
mutually agreed upon and determined by the Johnson County
Sheriff and the Mayor of Hills, Iowa all as set

forth in Exhibit "A" attached and incorporated into this Agreement and made a part hereof.

3. In consideration of the services to be rendered and hereinabove set forth, the City of Hills, Iowa will pay Johnson County, Iowa at a rate of \$ 41.00 per hour or a total of \$ 27,347.00 per year to be payable in monthly installments of \$ 2,278.92 commencing on the 1st day of July, 2015. Said sums are to be paid directly to the Johnson County Sheriff's Office and will be credited and transmitted to the Johnson County Treasurer's Office.
4. It is understood that the Sheriff's Department may, from time to time, request an increase in the hourly rate charged for police services, and that such request for an increase shall be presented to the City Council in writing on or before January 1st of the beginning of the fiscal year in which the increase is to become effective. A modification of the hourly rate shall be accomplished by an addendum to this Agreement and shall not be considered a termination of the Agreement then in force.
5. The City of Hills agrees to pay incidental fees and charges, such as but not limited to, towing bills and dog kenneling charges, incurred in the normal course of law enforcement activities.
6. It is understood that either party may request an increase or a reduction in the number of hours per week for which the services are contracted. Such changes may be negotiated by mutual agreement of the parties at any time during the life of the Agreement. A modification of the number of hours of contract service shall be accomplished by an addendum to this Agreement and shall not be considered a termination of the Agreement then in force.
7. Should the City of Hills invest law enforcement authority in any other individual, group or organization, the Johnson County Board of Supervisors reserves the right to terminate this Agreement upon thirty days written notice to the City Council notwithstanding the termination provision of Section 8 of this Agreement.
8. This Agreement may be terminated after it has been in force for one year by either party giving the other party six months written notice of its intention to terminate said Agreement.

9. This Agreement to become effective on the 1st day of July, 2015, and continue thereafter until terminated as provided by this Agreement.

In witness whereof, the parties hereto have subscribed their signatures herein the day and year written.

Mayor, Hills

Chairperson, Johnson County

ATTEST:

ATTEST:

City Clerk, Hills

Auditor, Johnson County

EXHIBIT "A"

This memorandum is incorporated into and made part of the Agreement to which it is attached.

The purpose of this Exhibit is to constitute a memorandum of the law enforcement policy, regulations and other matters, as provided in Paragraph 2 of the foregoing Agreement.

1. Law enforcement services shall commence on July 1st, 2015, and shall terminate in accordance with the provisions of the foregoing Agreement.
2. The Mayor by mutual agreement with the Sheriff can designate the dates and times that the protected services are most desired in the City, according to the amount of hours purchased in the foregoing Agreement.
3. The Sheriff of Johnson County reserves the right to alter or change the times if, in his discretion, he feels that by doing so more adequate protection services will be rendered if such services should be conducted in a staggered time pattern rather than a specified definite routine.
4. The law enforcement services provided for in the foregoing Agreement shall not cover animal control duties.
5. In the event that a violation is committed which is not covered by the City ordinances, the Sheriff's Office shall retain discretion to file whatever applicable State misdemeanor charge fits the situation.
6. The City shall furnish the services of the City Attorney for the prosecution in all cases that are filed by the Sheriff's Office in violation of the ordinances of the City.
7. The Mayor shall make available, at all times, access to the ordinances of the City as embodied in the City Code, wherever same is kept.
8. The Sheriff shall furnish timely reports on all actual time worked and spent for the City pursuant to the Agreement.

The various conditions and performances set forth in Exhibit "A" may be modified or changed as conditions may warrant. In that event, all changes shall be mutually agreed upon by the Mayor and the Sheriff and shall be reduced to writing and attached to The Agreement and this Exhibit.

**SOFTWARE AGREEMENT
DATA TECHNOLOGIES, INC.
14225 DAYTON CIRCLE SUITE 4
OMAHA, NEBRASKA 68137**

COPY

Division and Company: City of Hills
 Attention of/Department: Ms. Cathy Fitzmaurice-Hill
 Street Address: 201 N. 1st Street
 City, State, Zip Code: Hills, IA 52235-0345
 Contract Preparation Date: 03/26/2015

DATA TECHNOLOGIES, INC. (hereafter DT), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program", and includes the annual updates if indicated below as applicable.

DESCRIPTION

QUANTITY UNIT PRICE EXTENDED PRICE

Third Party Meter Reader Interface Software	1	\$1,500.00	\$1,500.00
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Implementation of Third Party Meter Reader Interface Software will be done remotely at the rate of \$85.00 an hour. (estimate 2-3 hours)

NOTE The cost of Third Party Meter Reader Interface Software is based on using our standard interface and file layouts already installed in the field. Implementation includes using a test file of your data with the vendor. If changes are needed there could be additional charges (billable on a time and material basis). Enhancements are available with future releases. Changes not included in future releases can be provided as a billable customization.

SUMMIT PROGRAM LICENSE FEE: \$1,500.00 + NON-SUMMIT PRODUCTS AND SERVICES: \$0.00 = \$1,500.00

TOTAL INITIAL FEE:

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price		\$750.00
At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight)		\$750.00
ANNUAL SUMMIT PRODUCT SUPPORT AGREEMENT (PSA):		\$150.00
ANNUAL SUMMIT LICENSE FEE (ALF):		\$150.00
DURATION OF ALF and PSA: <u>One Year</u> (First year will be prorated through 12/31, first 90 days free)		

1. **PAYMENT.** Customer shall pay DT remainder of the One Time Program License Fee on delivery of the program. Customer shall pay DT an Annual Program Update License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.

2. **GRANT OF LICENSE.** DT grants to Customer a personal, nonassignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from DT.

3. **TAXES.** In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if DT is assessed, Customer shall promptly reimburse DT for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.

4. **MODIFICATION.** Customer shall inform DT in writing of any modifications made by Customer to Customer's computer hardware.

5. **DELIVERY.** The program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of DT, the date of delivery shall be extended for a period of time equal to the period of delay.

6. **DUPLICATION.** Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.

7. **PROPRIETARY RIGHTS.** Customer recognizes that program system, documentation, manuals and other materials supplied by DT to Customer are subject to the proprietary rights of DT. Customer agrees with DT that program documentations and all information or data supplied by DT in machine readable forms are trade secrets of DT and as such are protected by civil and criminal law and by the law of copyright and are very valuable to DT and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from DT. Upon termination of this Agreement, Customer shall return program and related documents to DT.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS