

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
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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
November 10, 2014

- **Consent Agenda:**
 - Minutes from meeting October 27, 2014
 - Bills from October 27 - November 10
 - Approve Old 218 Tap Liquor/Beer renewal license
- **Public Discussion**
- **New Business**
 - Resolution No. 2014-37 accepting and authorizing the Mayor to sign certain water easement agreements.
 - Resolution No. 2014-38 approving and authorizing the Mayor to sign Contractor's Application for Payment No. 4 to the Contract with Dave Schmitt Construction Co Inc for Hills Municipal Water System - Division 1.
 - Resolution No. 2014-39 authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$4,151,000 Water Revenue Bonds.
 - Discussion and possible action on the Wastewater Treatment Plant Facility Plan provided by Fox Engineering.
 - Discussion and possible action on Fire Department purchase of new gear.
 - Discussion and possible action on Fire Department Stipend Policy.
- **Previous Business**
 - Discussion and possible action on Water utility
- **Council Action List, Comments, Concerns, Reports**
 - Mayor
 - Attorney
 - City Administrator
 - Water
 - Maintenance
 - Fire Department
 - Clerk Office
- **Adjournment**

Hills City Council
Meeting
October 27, 2014
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, October 27, 2014 at the Hills Fire Station Meeting Room.

Council members present were: Cathy Knebel, Bruce Endris, Merle Hill, Steve Harris and Thom Kirkpatrick.

A motion was made by Hill and seconded by Kirkpatrick to approve the consent agenda of the minutes and bills.

Ayes: 5. Motion passed.

Public Discussion:

There were no comments from the public.

Council Meeting

New Business:

The Council discussed vacancies on its Boards and Commissions. Currently there is a vacancy on Planning and Zoning Commission, two vacancies on the Board of Adjustment and one vacancy on the Board of Appeals. There is an application for the vacancy on the Planning and Zoning Commission submitted by Jayne Maguire. A motion was made by Harris and seconded by Knebel to appoint Jayne Maguire to the Planning and Zoning Commission. Ayes – 5. Motion carried.

The Council was presented with an application for a Board or Commission by Christine Peters. Since the Board of Adjustment has two vacancies the Council discussed an appointment to this Board. A motion was made by Knebel and seconded by Hill to appoint Christine Peters to the Board of Adjustment. Ayes – 5. Motion Carried.

The Council will continue to seek interested parties to fill the two vacancies remaining. In an effort to promote gender equity on its Boards and Commissions the Council will give preference to a male for the Board of Adjustment and a female for the Board of Appeals.

The Council received a Preliminary Plat for approval for the Hills Commercial Park. This Plat has been reviewed by City Engineer Kevin Trom. The Council reviewed comments of Mr. Trom with regard to this Plat. The discussion included questions about access to the lots, whether by individual drives or frontage roads. The council also discussed the infrastructure presented in the Plat as to the water and sewer. The Council felt the issues presented by City Engineer must be addressed before the Plat can be approved. A motion was made by Endris and seconded by Knebel to refer the Plat to Planning and Zoning for review. Ayes -4. (Endris, Harris, Hill, Knebel) Nays – 1 (Kirkpatrick). Motion carried.

Old Business:

Updates were provided by Jim Wolfe, Hills Water Project Manager, regarding the water project. The bacteria testing of the line to be hooked up to the Stutsman well has not yet passed. Schmitt is using cameras to assist in locating the issue. Some lines may be opened up to jet and scrub. Jim also reported that the crew to hook up individual houses is back in town and will start on Tuesday with homes on the North quadrant.

REPORTS:

Attorney: No report.

Fire Chief: Fire chief Van Nevel is working with City Attorney Erik Sittig on a proposed Contract with the Township Trustees. He felt a set amount increase would work best and amounts will be updated based on budget.

Maintenance: No report

Sewer: Bruce reported that he is fixing an aerator.

Administrator: Cathy reported on a meeting with the Fire Association and Fire Dept. in regard to yearly stipends. The proposal will be provided to the Council at the next meeting. The City received a letter from the ICCSD with a request to codify inclusionary zoning in municipal planning. She also informed the Council of a possible variance request.

Mayor: The Mayor reminded the Council of an Open House held by the Coalition for a Greater Hills Community to be held on October 28, 2014 at 6:00 p.m. He encouraged all members to attend.

Clerk: - No report

A motion was made by Hill and seconded by Knebel to adjourn the meeting at 7:55PM . Ayes: 5 Motion passed.

Tim Kemp, Mayor

Cathy Fitzmaurice-Hill, Administrator

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
HILLS BANK & TRUST GENERAL							
NOV14	1	11/10/14	11/10/14	1010 CASEY'S GENERAL STORE CORPORAT FIRE DEPT GAS	63.63	001 001-150-6331	1
	3			FOOD FOR FF1 TRAINING	50.01	001 001-150-6515	1
				INVOICE TOTAL	113.64		
				VENDOR TOTAL	113.64		
1361 CATHY FITZMAURICE-HILL							
NOV14	1	11/10/14	11/10/14	OCT INS REIMBURSEMENT	231.82	001 001-620-6150	1
				INVOICE TOTAL	231.82		
				VENDOR TOTAL	231.82		
1013 CITY OF IOWA CITY							
30514	1	11/10/14	11/10/14	LIBRARY FEE	606.25	001 001-410-6430	1
				INVOICE TOTAL	606.25		
				VENDOR TOTAL	606.25		
1025 DATA TECHNOLOGIES							
37563	1	11/10/14	11/10/14	TRAINING CITY ADMIN & DE	1,851.87	001 001-650-6419	1
				INVOICE TOTAL	1,851.87		
				VENDOR TOTAL	1,851.87		
1335 DEREK BARNARD							
NOV14	1	11/10/14	11/10/14	WEBSITE MANAGEMENT	60.00	001 001-650-6419	1
				INVOICE TOTAL	60.00		
				VENDOR TOTAL	60.00		
1269 NEUZIL,SANDERSON & SIGAFOOSE,P							
NOV14	1	11/10/14	11/10/14	LEGAL SERVICES	1,104.00	001 001-640-6411	1
				INVOICE TOTAL	1,104.00		
				VENDOR TOTAL	1,104.00		
1263 FELD FIRE							
0269248 IN	1	11/10/14	11/10/14	SERVICE AMKUS UNITS	990.50	001 001-150-6399	1
				INVOICE TOTAL	990.50		
0269670-IN	1	11/10/14	11/10/14	REPAIRS AND TESTING OF P	1,687.65	001 001-150-6399	1
				INVOICE TOTAL	1,687.65		
				VENDOR TOTAL	2,678.15		
1046 GAZETTE COMMUNICATIONS							
2546453	1	11/10/14	11/10/14	PUBLICATION MINUTES	120.81	001 001-650-6414	1
				INVOICE TOTAL	120.81		
2547285	1	11/10/14	11/10/14	ANTIDEGRADATION PUBLICAT	22.50	001 001-650-6414	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	22.50			
2548776	1	11/10/14	11/10/14	MINUTES PUBLICATION	61.14	001	001-650-6414	1
				INVOICE TOTAL	61.14			
				VENDOR TOTAL	204.45			
				1101 JOHNSON COUNTY SHERIFF				
NOV14	1	11/10/14	11/10/14	POLICE PROTECTION	2,167.75	001	001-110-6420	1
				INVOICE TOTAL	2,167.75			
				VENDOR TOTAL	2,167.75			
				1057 K.D. ENGINEERING				
19756	1	11/10/14	11/10/14	SET UP SERVER	140.60	001	001-650-6419	1
				INVOICE TOTAL	140.60			
				VENDOR TOTAL	140.60			
				1130 MID AMERICAN ENERGY				
NOV14	1	11/10/14	11/10/14	77990-78018 1/2 FIRE DEP	28.38	001	001-150-6371	1
	2			77990-78018 1/2 FIRE DEP	28.37	001	001-650-6371	1
	3			77150-78014 MAINT BLDG	17.24	001	001-650-6371	1
	4			08821-08014 STREB PUMP H	10.00	001	001-650-6371	1
				INVOICE TOTAL	83.99			
				VENDOR TOTAL	83.99			
				1349 IOWA OFFICE SUPPLY INC				
302182	1	11/10/14	11/10/14	COPIER	106.48	001	001-650-6504	1
				INVOICE TOTAL	106.48			
				VENDOR TOTAL	106.48			
				1193 SHARON TELEPHONE				
NOV14	1	11/10/14	11/10/14	1/2 FIRE STATION 224	36.36	001	001-150-6373	1
	2			1/2 FIRE STATION 224	36.36	001	001-650-6373	1
	4			CLERK 513	294.73	001	001-650-6373	1
	5			MAINTENANCE 223	34.68	001	001-650-6373	1
				INVOICE TOTAL	402.13			
				VENDOR TOTAL	402.13			
				1203 STUTSMAN INC				
73819	1	11/10/14	11/10/14	MODULE FOR TRUCK #87	107.00	001	001-150-6332	1
				INVOICE TOTAL	107.00			
				VENDOR TOTAL	107.00			
				1219 VISA				
OV14	1	11/10/14	11/10/14	TRAINING	250.00	001	001-150-6240	1
	2			PROMOTIONS	99.89	001	001-150-6515	1
	3			TRAINING	35.00	001	001-650-6515	1
				INVOICE TOTAL	384.89			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	384.89		
				GENERAL	10,243.02		
				ROAD USE TAX			
NOV14	2	11/10/14	11/10/14	1010 CASEY'S GENERAL STORE CORPORAT CITY GAS	301.84	110 110-210-6331	1
				INVOICE TOTAL	301.84		
				VENDOR TOTAL	301.84		
				ROAD USE TAX	301.84		
				WATER			
NOV14	2	11/10/14	11/10/14	1269 NEUZIL, SANDERSON & SIGAFOOSE, P LEGAL SERVICES	207.00	600 600-810-6411	1
				INVOICE TOTAL	207.00		
				VENDOR TOTAL	207.00		
NOV14	1	11/10/14	11/10/14	1124 JIM WOLFE OCT WAGES	936.00	600 600-810-6010	1
				INVOICE TOTAL	936.00		
				VENDOR TOTAL	936.00		
690	1	11/10/14	11/10/14	1179 KNEBEL LANDSCAPING WATER TOWER MOWING	155.50	600 600-815-6490	1
				INVOICE TOTAL	155.50		
				VENDOR TOTAL	155.50		
				WATER	1,298.50		
				SEWER			
NOV14	1	11/10/14	11/10/14	1034 BRUCE ENDRIS OCTOBER SEWER WAGES	1,050.00	610 610-815-6010	1
				INVOICE TOTAL	1,050.00		
				VENDOR TOTAL	1,050.00		
1x09539	1	11/10/14	11/10/14	1287 KEYSTONE LABORATORIES TESTS	103.58	610 610-815-6380	1
				INVOICE TOTAL	103.58		
1x09540	1	11/10/14	11/10/14	TESTS	41.68	610 610-815-6380	1
				INVOICE TOTAL	41.68		
				VENDOR TOTAL	145.26		
				1288 LATTI SALES DISTRIBUTOR C			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

				1288 LATTA SALES DISTRIBUTOR C			
S7129	1	11/10/14	11/10/14	FRANKLIN MOTOR	710.00	610 610-815-6350	1
				INVOICE TOTAL	710.00		
				VENDOR TOTAL	710.00		
				1193 SHARON TELEPHONE			
NOV14	3	11/10/14	11/10/14	LIFT STATION 2107	33.90	610 610-815-6373	1
				INVOICE TOTAL	33.90		
				VENDOR TOTAL	33.90		
				1216 U S POST OFFICE			
NOVBILL	1	11/10/14	11/10/14	UTILITY POSTAGE	62.56	610 610-815-6508	1
				INVOICE TOTAL	62.56		
				VENDOR TOTAL	62.56		
				SEWER	2,001.72		
LANDFILL/GARBAGE							
				1014 CITY OF IOWA CITY LANDFIL			
NOV14	1	11/10/14	11/10/14	LANDFILL CHARGES	182.96	670 670-840-6491	1
				INVOICE TOTAL	182.96		
				VENDOR TOTAL	182.96		
				1100 JOHNSON COUNTY REFUSE, INC			
'3306	1	11/10/14	11/10/14	GARBAGE & RECYCLING SERV	1,230.25	670 670-840-6492	1
				INVOICE TOTAL	1,230.25		
				VENDOR TOTAL	1,230.25		
				1216 U S POST OFFICE			
NOVBILL	2	11/10/14	11/10/14	UTILITY POSTAGE	62.56	670 670-840-6508	1
				INVOICE TOTAL	62.56		
				VENDOR TOTAL	62.56		
				LANDFILL/GARB	1,475.77		
				HILLS BANK & TRUST TOTAL	15,320.85		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	15,320.85		
				GRAND TOTALS	15,320.85		

RESOLUTION NO. 2014-37

RESOLUTION ACCEPTING AND AUTHORIZING THE MAYOR TO SIGN CERTAIN WATER MAIN EASEMENT AGREEMENTS

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, in order to construct the water system, the City requires easements for the construction and maintenance of water mains across certain parcels of land, as indentified by the City's engineers, and

WHEREAS, the City has received the agreement of certain property owners to construct and maintain water mains on their respective properties.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLS, IOWA, that the City Council approves and the Mayor is authorized to sign the Water Main Easement Agreement with the Iowa City Community School District allowing a permanent easement to the City for the purposes of constructing, operating, replacing, maintaining and using a public water system.

Motion made by _____, seconded by _____ to approve Resolution No. 2014-37.

YES:

NO:

ABSTAIN:

ABSENT:

Tim Kemp, Mayor

Attest:

Cathy Fitzmaurice-Hill
City Administrator

RESOLUTION NO. 2014 -38

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4 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 \$286,090.60

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.4 to the contract with Dave Schmitt Construction Co Inc. for Hills Municipal Water System - Division 1, in the amount of \$286,090.60

Motion made by _____, seconded by _____

to approve Resolution No. 2014-38.

YES:

NO:

ABSTAIN:

ABSENT:

Resolution No. 2014-38 Passed and Approved on November 10, 2014.

Tim Kemp
Mayor

ATTEST:

Cathy Fitzmaurice-Hill
City Administrator



TRANSMITTAL

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

DATE: November 7, 2014

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. 4

COMMENTS:

Enclosed are four (4) copies of Dave Schmitt Construction pay estimate No. 4 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 revised amount of \$286,090.60. There was a discrepancy in the stored materials which we have revised. 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. 4

Lump Sum Contract
 Project: Hills Municipal Water System - Division 1 From (Contractor): Dave Schmitt Construction Application Date: 11/3/2014
 To (Owner): City of Hills, Iowa Owner's Project No.: 3395-11A Period From: 9/28/2014
 Via (Engineer): FOX Engineering Engineer's Proj. No.: 3395-11A Period To: 10/31/2014

Approved Change Order Summary:		
No.	Date Approved	Amount
1	9/8/2014	\$26,146.00
2	8/21/2014	\$9,440.00
3	9/22/2014	\$3,171.00
4	9/22/2014	-\$61,025.00
5	9/22/2014	-\$3,928.00
TOTALS		\$38,757.00
NET CHANGE BY CHANGE ORDERS		-\$26,196.00

1. ORIGINAL CONTRACT PRICE..... \$ 4,352,237.00
 2. Net change by Change Orders..... \$ -26,196.00
 3. Current Contract Price (Line 1 + 2)..... \$ 4,326,041.00
 4. TOTAL COMPLETED AND STORED TO DATE
 (Column F on Progress Estimate)..... \$ 1,195,370.24
 5. RETAINAGE: 1158,911.24
 a. 5% X \$1,458,911.24 Work Completed..... \$ 57,945.56
 b. 5% X 36,157 \$40,246.00 Stored Material..... \$ -2,012.00
 c. Less Total Retainage Released Early..... \$ 1,822.95
 d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ 59,937.56
 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5d)..... \$ 4,239,998.68
 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 849,511.13
 8. AMOUNT DUE THIS APPLICATION..... \$ 3,390,487.55
 9. BALANCE TO FINISH, PLUS RETAINAGE
 (Column G on Progress Estimate + Line 5 above)..... \$ 3,190,439.27
 3,190,439.27
 3,186,847.32

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: 11/3/14

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

Progress Estimate

For (Contract): HAS Municipal Water System - Division 1
 Contractor: Dave Schnarr Construction

Contractor's Application

Owner's Proj. No.:
 Engineer's Proj. No.: 3395-11A
 Application Number: 3
 Application Date: 11/22/2014

Item No.	Item Description	B		C		D		E		F		G	
		Scheduled Value	From Previous Application (C-D)	Work Complete This Period	Materials Previously Stored (Cost in C or D)	Total Completed & Stored to Date (C + D + E)	% (F/D)	Balance to Finish (G - F)					
	Water Distribution System												
	Mobilization	\$392,050.00	\$101,270.64	\$15,000.00									\$276,439.36
	Traffic Control	\$25,000.00	\$6,250.00	\$5,250.00									\$19,500.00
	Seeding, Retention, & Erosion Control	\$16,000.00	\$3,540.00	\$1,500.00									\$14,500.00
	Sealcoat Roadway - Remove/Replace	\$98,929.00	\$17,600.00	\$5,000.00									\$81,329.00
	6" PCC Pavement	\$19,200.00	\$3,277.50	\$5,000.00									\$14,192.50
	4" PCC Sidewalk	\$3,307.75	\$3,277.50	\$1,400.00									\$1,907.75
	6" GRAVEL SURFACE	\$24,750.00	\$45,075.00	\$3,000.00									\$11,075.00
	4" PVC Water Main	\$45,975.00	\$189,538.00	\$12,875.00									\$226,158.00
	6" PVC Water Main	\$488,583.00	\$118,266.60	\$5,348.00									\$123,614.60
	8" PVC & DIP Water Main	\$304,172.00	\$118,108.60	\$5,348.00									\$180,802.40
	Water Main Pileups	\$95,000.00	\$25,757.00	\$20,000.00									\$75,000.00
	4" Gate Valves	\$1,500.00	\$775.00	\$1,750.00									\$2,250.00
	6" Gate Valves	\$35,000.00	\$10,575.00	\$2,450.00									\$22,075.00
	8" Gate Valves	\$12,370.00	\$6,225.00	\$2,450.00									\$8,145.00
	8" Sanitary Sewer	\$6,672.00	\$4,672.00	\$2,672.00									\$4,000.00
	Sanitary Sewer NH	\$5,950.00	\$5,020.00	\$2,020.00									\$3,930.00
	Well Modifications	\$16,100.00	\$16,100.00	\$16,100.00									\$16,100.00
	30" Jack and Bore (Under railroad)	\$66,150.00	\$66,150.00	\$27,610.00									\$38,540.00
	18" Jack and Bore (Under Railroad)	\$27,610.00	\$27,610.00	\$7,070.00									\$20,540.00
	Fire Hydrant Assemblies	\$181,016.00	\$74,785.00	\$7,070.00									\$103,261.00
	Fire Hydrant (Only)	\$57,265.00	\$57,265.00	\$13,475.00									\$43,790.00
	Service lines from watermain to outcrop	\$362,551.25	\$35,125.00	\$11,450.00									\$326,026.25
	Service lines from outcrop to house	\$222,000.00	\$140,235.00	\$11,450.00									\$170,315.00
	Plumbing work inside house	\$37,950.00	\$37,950.00	\$37,950.00									\$37,950.00
	Water Meters and Meter Housels	\$277,050.00	\$277,050.00	\$277,050.00									\$277,050.00
	Water Treatment Plant												
	Heelblock	\$49,020.00	\$10,019.00	\$5,000.00									\$39,021.00
	General Conditions	\$127,654.00	\$7,141.00	\$10,000.00									\$110,513.00
	Electric Labor	\$30,780.00	\$2,460.00	\$2,500.00									\$27,780.00
	Electric Material	\$46,011.00	\$5,207.00	\$1,036.00									\$40,775.00
	Generator	\$45,021.00	\$45,021.00	\$45,021.00									\$45,021.00
	Concrete Integration	\$126,014.00	\$126,014.00	\$126,014.00									\$126,014.00
	Cast-in-Place Concrete	\$69,000.00	\$69,000.00	\$69,000.00									\$69,000.00
	Precast Concrete	\$32,000.00	\$32,000.00	\$32,000.00									\$32,000.00
	Masonry	\$100,000.00	\$100,000.00	\$100,000.00									\$100,000.00
	Rough Carpentry	\$5,000.00	\$5,000.00	\$5,000.00									\$5,000.00
	Roofing & Sheet Metal Flashing	\$12,000.00	\$12,000.00	\$12,000.00									\$12,000.00
	Joint Sealants	\$3,000.00	\$3,000.00	\$3,000.00									\$3,000.00
	Doors, Frames, & Hardware	\$26,000.00	\$26,000.00	\$26,000.00									\$26,000.00
	Aluminum Windows	\$11,000.00	\$11,000.00	\$11,000.00									\$11,000.00
	Painting	\$29,000.00	\$29,000.00	\$29,000.00									\$29,000.00
	Specialties	\$7,000.00	\$7,000.00	\$7,000.00									\$7,000.00
	Laboratory Cabinets	\$7,000.00	\$7,000.00	\$7,000.00									\$7,000.00
	Plumbing & HVAC	\$129,000.00	\$2,404.00	\$2,404.00									\$126,596.00
	Process Piping & Valves	\$96,000.00	\$10,939.00	\$10,939.00									\$85,061.00
	Centrifugal Pumps	\$9,000.00	\$9,000.00	\$9,000.00									\$9,000.00
	Chemical Feed & Clearwell Tanks	\$54,000.00	\$54,000.00	\$54,000.00									\$54,000.00
	P/O System	\$363,000.00	\$363,000.00	\$363,000.00									\$363,000.00
	Footings/building gran & subbase	\$23,000.00	\$3,474.30	\$2,500.00									\$20,495.70
	Approved Change Orders												
	CO #11 Eliminate Granular Backfill												(\$61,025.00)
	CO #12 North H2O Issue												\$26,146.00
	CO #13 Add tracer to water service lines												\$9,440.00
	CO #14 Treatment plant window & overhead door												(\$3,970.00)
	CO #15 Add 6" valve & 3" Shutman service												\$3,171.00
	Totals	\$4,336,041.00	\$890,225.24	\$256,656.00	\$36,459	\$1,991,551.24							\$2,344,489.76

1195370.24



953 73RD ST
 WINDSOR HEIGHTS, IA 50324
 (319)338-7561 FAX (319)338-8620

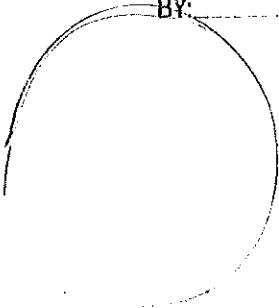
INVOICE

ENTERED
 OCT 13 2014

INVOICE DATE	ORDER NO.
10/09/14	4079011-00
P.O. NO.	PAGE #
14-00413	1

CUST.#: 201360
 SHIP TO: NEUMILLER ELECTRIC INC
 % HILLS MUN. WATER SYSTEM
 605 HIGHWAY 1 W
 IOWA CITY, IA 52246

BILL TO: NEUMILLER ELECTRIC INC
 605 HIGHWAY 1 W
 IOWA CITY, IA 52246



CORRESPONDENCE TO:
 Electrical Engineering & Equipment Co.
 P.O. Box 310365
 Des Moines, IA 50331-0365

INSTRUCTIONS	REFERENCE	CASH DISCOUNT:
CRAIG M.	OCC SENS AND LAMPS	1.44
SHIP POINT	SHIP VIA	SHIPPED
3E - IOWA CITY	3E TRUCK	10/09/14
		IF PAID BY:
		11/10/14

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	NET PRICE	AMOUNT (NET)
1	HBA LHUSS1W USONC SGL CKT WL SW SEN	1	0	1	E	65.00	65.00
2	SYL 21781 F032/841/ECO	38	0	38	E	1.90	72.20
2	Lines Total	Qty Shipped Total		39	Total		137.20
					Invoice Total		137.20
						Cash Discount	1.44
							If Paid By 11/10/14



953 73RD ST
WINDSOR HEIGHTS, IA 50324
(319)338-7561 FAX (319)338-8620

ENTERED
OCT 17 2014
BY: _____

INVOICE

CUST.#: 201360
SHIP TO: NEUMILLER ELECTRIC INC
& HILLS MUN. WATER SYSTEM
605 HIGHWAY 1 W
IOWA CITY, IA 52246

INVOICE DATE	ORDER NO.
10/15/14	3942305-00
P.O. NO.	PAGE #
14-00413	1

BILL TO: NEUMILLER ELECTRIC INC
605 HIGHWAY 1 W
IOWA CITY, IA 52246

CORRESPONDENCE TO:
Electrical Engineering & Equipment Co.
P.O. Box 310365
Des Moines, IA 50331-0365

INSTRUCTIONS	REFERENCE	CASH DISCOUNT:
CRAIG M.		1.35
SHIP POINT	SHIP VIA	SHIPPED
** Drop Ship **	UPS GROUND	10/14/14
		IF PAID BY:
		11/10/14

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	NET PRICE	AMOUNT (NET)
1	COL CSR4-232-ST EPU-1PK TYPE A	9	9	0	each	45.00	0.00
2	COL MWW4-332-EPU TYPE B	2	2	0	each	176.50	0.00
3	COL MWW4-232-EPU TYPE C	1	1	0	each	146.00	0.00
4	COL XEM4-332-RA-3EPU TYPE D	4	4	0	each	103.50	0.00
5	SPAU TRP-30L4K-053 3-1-WH-PC TYPE HA	2	2	0	each	404.00	0.00
6	HUB CSHC/CSRWG4 TYPE A TYPE A	9	0	9	each	15.00	135.00
6	Lines Total		Qty Shipped Total	9	Total		135.00
					Invoice Total		135.00
					Cash Discount	1.35	If Paid By 11/10/14



953 73RD ST
 WINDSOR HEIGHTS, IA 50324
 (319)338-7561 FAX (319)338-8620

INVOICE

INVOICE DATE	ORDER NO.
	3942305-01
P.O. NO.	PAGE #
14-00413	1

ENTERED
 OCT 27 2014
 BY: _____

CUST.#: 201360
 SHIP TO: NEUMILLER ELECTRIC INC
 1/2 HILLS MUN. WATER SYSTEM
 605 HIGHWAY 1 W
 IOWA CITY, IA 52246

BILL TO: NEUMILLER ELECTRIC INC
 605 HIGHWAY 1 W
 IOWA CITY, IA 52246

CORRESPONDENCE TO:
 Electrical Engineering & Equipment Co.
 P.O. Box 310365
 Des Moines, IA 50331-0365

INSTRUCTIONS	REFERENCE	CASH DISCOUNT:
CRAIG M.		21.26
SHIP POINT	SHIP VIA	IF PAID BY:
** Drop Ship **	UPS GROUND	hin Term

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. UM	NET PRICE	AMOUNT (NET)
1	COL CSR4-232-ST EPU-1PK TYPE A	9			each	45.00	405.00
2	COL MM4-332-EPU TYPE B	2			each	176.50	353.00
3	COL MM4-232-EPU TYPE C	1			each	146.00	146.00
4	COL XEM4-332-RA-3EPU TYPE D	4			each	103.50	414.00
5	SPAU TRP-30L4K-053 3-1-WH-PC TYPE HA	2			each	404.00	808.00
5	Lines Total		Qty Shipped Total	18	Total Invoice Total		2126.00 2126.00

Cash Discount 21.26 If Paid Within Terms



INVOICE

Phone 319-364-4106 • Fax 319-364-2562
 PO Box 39
 Cedar Rapids, IA 52406-0039

REMIT TO:
 P.O. BOX 39
 CEDAR RAPIDS, IA 52406-0039

Bill To: NEUMILLER ELECTRIC INC
 605 HWY 1 W
 IOWA CITY IA 52246

Ship To: NEUMILLER ELECTRIC INC
 605 HWY 1 W
 IOWA CITY IA 52246

RECEIVED
 NOV 04 2014

Invoice #
 307320

Date
 10/31/14
 15:23:19

Co/Cust No Order No Customer PO # Ter Sls # BY

1/0000003832 03506/02 14-00414 G 1700

Ship Via Pay Type BEST WAY Accounts Receivable Terms NET 45 DAYS

Item Number / Description	U/M	Ordered	Shipped	Sell Price	Total
NS500 SQD LOT SHIPMENT PROJECT: Q2C34595693 - QUOTE #4	E	1.000	.000	5975.52000	.00
NS500 3RD LOT SHIPMENT CONSISTING OF: 1)MH50 BOX & 1)HC4268DB BOX	E	1.000	1.000	248.11000	248.11
1)HU361(DA-1) 1)HU361(F-1) 1)H361(HSP-2) 1)H361(HSP-1) 1)H361(RO SKID) 1)H362(RO CIP SKID) 1)HU361DS(TOWER MIXER) 1)HU361DS(TOWER CONTROL PANEL) 1)H221N(WH-1) 1)LGL36400CU43XAB 1)MJL36400 2)S29450 1)MH00R 1)ALB00SN 1)PKOGTA4 1)H324NRB(DSH) 1)DSPKOGTA2 1)H362N(RO CIP SKID) 1)H361N(RO CIP SKID PUMP) 1)PANEL "E1A"(NQ-MB)CONSISTS OF:1)QOB60A/3P 2)QOB20A/2P 4S)QOB20A/1P 1)QOB40A/2P 1)MH50 BOX 1)NC50SHR COVER. PANEL "E1B"(NQ-NL) CONSISTS OF:1B)QOB20A/1P 1)MH32WPSSULMF(BOX) 1)EE45T3HCU 1)DASKP100 1)DASKG5250 1)WS363 1)PANEL "E11"(I-LINE MB PANEL) CONSISTS OF: 1)HJ100A/3P 1)HJ60A/3P 1)HJ20A/3P 1)MJ400A/3P 1)HC4268DB(BOX) 1)HCW68TSD(COVER) 1)PANEL "STDP" CONSISTS OF: 1)QO342L225G 1)QOC42US 1)QO390VH 3)QO120VH H362N (NEW PUMP MOTOR) H221NRB (ACCU-1) Q2C34595693 - QUOTE #4					

SOME ITEMS MAY NOT BE RETURNABLE & RETURNS MUST BE PREAPPROVED

PAYMENT TERMS: By Statement-Due 15th / By Invoice-Due 30 Days

"This order is expressly subject to the terms and return policy conditions on the reverse side."

SERVICE CHARGES

SERVICE OR FINANCE CHARGES ARE APPLICABLE ON PAST DUE ACCOUNTS AT THE RATE OF 1% PER MONTH ON AMOUNTS 30 DAYS PAST DUE, WHICH IS EQUAL TO AN ANNUAL PERCENTAGE RATE OF 18%. SUCH CHARGES ARE SHOWN AS "SERVICE CHARGE". THERE IS NO SERVICE CHARGE IF ACCOUNTS ARE PAID WITHIN 30 DAYS OF THE END OF THE MONTH IN WHICH PURCHASES ARE MADE.

* CONTINUED *

INVOICE

Page: 2



Phone 319-364-4106 • Fax 319-364-2562
 PO Box 39
 Cedar Rapids, IA 52406-0039

REMIT TO:
 P.O. BOX 39
 CEDAR RAPIDS, IA 52406-0039

Bill To: NEUMILLER ELECTRIC INC
 605 HWY 1 W
 IOWA CITY IA 52246

Ship To: NEUMILLER ELECTRIC INC
 605 HWY 1 WEST
 IOWA CITY IA 52246

Invoice #

307320

Date

10/31/14
 15:23:19

Co/Cust No Order No Customer PO #

1/0000003832 03506/02 14-00414

Ter Sls #

G 1700

Ship Via
 Pay Type

BEST WAY
 ACCOUNTS RECEIVABLE

Terms

NET 45 DAYS

Item Number / Description	U/M	Ordered	Shipped	Sell Price	Total
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INVOICE DUE: 12/15/14

ENTERED
 NOV 14 2014
 BY: _____

"This order is expressly subject to the terms and return policy conditions on the reverse side."

SERVICE CHARGES

SERVICE OR FINANCE CHARGES ARE APPLICABLE ON PAST DUE ACCOUNTS AT THE RATE OF 1% PER MONTH ON AMOUNTS 30 DAYS PAST DUE, WHICH IS EQUAL TO AN ANNUAL PERCENTAGE RATE OF 18%. SUCH CHARGES ARE SHOWN AS "SERVICE CHARGE". THERE IS NO SERVICE CHARGE IF ACCOUNTS ARE PAID WITHIN 30 DAYS OF THE END OF THE MONTH IN WHICH PURCHASES ARE MADE.

SUBTOTAL: 248.11

TOTAL: 248.11

ACCOUNTING COPY

DEPOSIT:
 AMT DUE: 248.11

INVOICE

Page: 1



Phone 319-364-4106 • Fax 319-364-2562
PO Box 39
Cedar Rapids, IA 52406-0039

ENTERED
NOV 03 2014

BY: _____

REMIT TO:
P.O. BOX 39
CEDAR RAPIDS, IA 52406-0039

Bill To: NEUHILLER ELECTRIC INC
605 HWY 1 W
IOWA CITY IA 52246

Ship To: NEUHILLER ELECTRIC INC
605 HWY 1 WRST
IOWA CITY IA 52246

Invoice #

307118

Date

10/28/14

15:32:49

Co/Cust No Order No Customer PO # Ter Sls #
1/0000003832 03506/01 14-00414 G 1700
Ship Via Pay Type BEST WAY Terms NET 45 DAYS

Hills

Item Number / Description	U/M	Ordered	Shipped	Sell Price	Total
NS500 SQD LOT SHIPMENT PROJECT: Q2C34595693 - QUOTE #4	E	1.000	.000	6223.63000 E	.00
NS500 2ND LOT SHIPMENT CONSISTING OF: 2)HU361DS & 1)Q0390VH	E	1.000	1.000	654.97000 E	654.97
1)HU361(DA-1) 1)HU361(F-1) 1)H361(HSP-2) 1)H361(HSP-1) 1)H361(RO SKID) 1)H362(RO CIP SKID) 1)HU361DS(TOWER MIXER) 1)HU361DS(TOWER CONTROL PANEL) 1)H221N(WH-1) 1)LGL36400CU43XAB 1)MJL36400 2)S29450 1)M800R 1)AL800SN 1)PROGTA4 1)H324NRB(DSH) 1)DSPKOGTA2 1)H362N(RO CIP SKID) 1)H361N(RO CIP SKID PUMP) 1)PANEL "E1A"(NQ-MB)CONSISTS OF:1)Q0B60A/3F 2)Q0B20A/2P 45)Q0B20A/1P 1)Q0B40A/2P 1)MH50 BOX 1)NC505HR COVER. PANEL "E1B"(NQ-NL) CONSISTS OF:18)Q0B20A/1P 1)MH32WFSULMF(BOX) 1)EE45T3HCU 1)DASKP100 1)DASKGB250 1)WS363 1)PANEL "E11"(I-LINE MB PANEL) CONSISTS OF: 1)HJ100A/3P 1)HJ60A/3P 1)HJ20A/3P 1)MJ400A/3P 1)HC4268DB(BOX) 1)HCW68TSD(COVER) 1)PANEL "STDP" CONSISTS OF: 1)Q0342L225G 1)Q0C42US 1)Q0390VH 3)Q0120VH H362N (NEW PUMP MOTOR) H221NRB (ACCU-1) Q2C34595693 - QUOTE #4					

SOME ITEMS MAY NOT BE RETURNABLE & RETURNS MUST BE PREAPPROVED
PAYMENT TERMS: By Statement-Due 15th / By Invoice-Due 30 Days
This order is expressly subject to the terms and return policy conditions on the reverse side.

SERVICE CHARGES
SERVICE OR FINANCE CHARGES ARE APPLICABLE ON PAST DUE ACCOUNTS AT THE RATE OF 1 1/2% PER MONTH ON AMOUNTS 30 DAYS PAST DUE, WHICH IS EQUAL TO AN ANNUAL PERCENTAGE RATE OF 18%. SUCH CHARGES ARE SHOWN AS "SERVICE CHARGE". THERE IS NO SERVICE CHARGE IF ACCOUNTS ARE PAID WITHIN 30 DAYS OF THE END OF THE MONTH IN WHICH PURCHASES ARE MADE.

* CONTINUED *
654.97

INVOICE



Phone 319-364-4106 • Fax 319-364-2562
 PO Box 39
 Cedar Rapids, IA 52406-0039

REMIT TO:
 P.O. BOX 39
 CEDAR RAPIDS, IA 52406-0039

Bill To: NEUMILLER ELECTRIC INC
 605 HWY 1 W
 IOWA CITY IA 52246

Ship To: NEUMILLER ELECTRIC INC
 605 HWY 1 WEST
 IOWA CITY IA 52246

Invoice #

307118

Date

10/28/14

15:32:49

Co/Cust No Order No Customer PO #

Ter SIs #

1/0000003832 03506/01 14-00414

G 1700

Ship Via BEST WAY
 Pay Type

Terms NET 45 DAYS

ACCOUNTS RECEIVABLE

Item Number / Description	U/M	Ordered	Shipped	Sell Price	Total
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INVOICE DUE: 12/12/14

"This order is expressly subject to the terms and return policy conditions on the reverse side."

SERVICE CHARGES

SERVICE OR FINANCE CHARGES ARE APPLICABLE ON PAST DUE ACCOUNTS AT THE RATE OF 1% PER MONTH ON AMOUNTS 30 DAYS PAST DUE, WHICH IS EQUAL TO AN ANNUAL PERCENTAGE RATE OF 18%. SUCH CHARGES ARE SHOWN AS "SERVICE CHARGE". THERE IS NO SERVICE CHARGE IF ACCOUNTS ARE PAID WITHIN 30 DAYS OF THE END OF THE MONTH IN WHICH PURCHASES ARE MADE.

SUBTOTAL: 654.97

TOTAL: 654.97

ACCOUNTING COPY DEPOSIT: 654.97
 AMT DUE:

INVOICE



Phone 319-364-4106 • Fax 319-364-2562
 PO Box 39
 Cedar Rapids, IA 52406-0039

REMIT TO:
 P.O. BOX 39
 CEDAR RAPIDS, IA 52406-0039

Bill To:	NEUMILLER ELECTRIC INC 605 HWY 1 W IOWA CITY IA 52246	Ship To:	NEUMILLER ELECTRIC INC 605 HWY 1 WEST IOWA CITY IA 52246	Invoice #	307020
Co/Cust No	Order No	Customer PO #	Ter	Sls #	Date
					10/24/14
					15:21:30

1/0000003832 03506/00 14-00414
 Ship Via G 1700
 Pay Type BEST WAY Terms NET 45 DAYS

Item Number / Description	U/M	Ordered	Shipped	Sell Price	Total
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NS500 SQD LOT SHIPMENT PROJECT: Q2C34595693 - QUOTE #4	E	1.000	.000 1.000	6878.60000 E	.00
--	---	-------	---------------	--------------	-----

NS500 1ST LOT SHIPMENT CONSISTING OF: 1)H221NRB, 2)HU361, 3)H361, 1)H362, 1)H222N, 1)H221N, 1)MJL36400, 2)29450, 1)M800R, 1)AL800SN, 1)PKOGTA4, 1)H324NRB, 1)PKOGTA2, 2)H362N, 1)H361N, 1)EE45T3HCU, 1)DASKP100, 1)DASKGS250, 1)WS363, 3)Q0120VH, 1)Q0342L225G, 1)QOC42US, 1)LGL36400CU43XAB 1)HU361(DA-1) 1)HU361(F-1) 1)H361(HSP-2) 1)H361(HSP-1) 1)H361(RO SKID) 1)H362(RO CIP SKID) 1)HU361DS(TOWER MIXER) 1)HU361DS(TOWER CONTROL PANEL) 1)H221N(WH-1) 1)LGL36400CU43XAB 1)MJL36400 2)29450 1)M800R 1)AL800SN 1)PKOGTA4 1)H324NRB(DSH) 1)DSPKOGTA2 1)H362N(RO CIP SKID) 1)H361N(RO CIP SKID PUMP) 1)PANEL "E1A"(NQ-MB) CONSISTS OF: 1)QOB60A/3P 2)QOB20A/2P 45)QOB20A/1P 1)QOB40A/2P 1)MH50 BOX 1)NC50SHR COVER. PANEL "E1B"(NQ-ML) CONSISTS OF: 18)QOB20A/1P 1)MH32WPSSULMF(BOX) 1)EE45T3HCU 1)DASKP100 1)DASKGS250 1)WS363 1)PANEL "E11"(I-LINE MB PANEL) CONSISTS OF: 1)HJ100A/3P 1)HJ60A/3P 1)HJ20A/3P 1)MJ400A/3P 1)HC4268DB(BOX) 1)HCW68TSD(COVER) 1)PANEL "STDP" CONSISTS OF: 1)Q0342L225G 1)QOC42US 1)Q0390VH 3)Q0120VH H362N (NEW PUMP MOTOR) H221NRB (ACCU-1) Q2C34595693 - QUOTE #4	E	1.000	1.000	5081.40000 E	5,081.40
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ENTERED
 NOV 03 2014
 BY: _____

This order is expressly subject to the terms and return policy conditions on the reverse side.

SOME ITEMS MAY NOT BE RETURNABLE & RETURNS MUST BE PREAPPROVED

SERVICE CHARGES
 SERVICE OR FINANCE CHARGES ARE APPLICABLE ON PAST DUE ACCOUNTS AT THE RATE OF 1 1/2% PER MONTH ON AMOUNTS 30 DAYS PAST DUE, WHICH IS EQUAL TO AN ANNUAL PERCENTAGE RATE OF 18%. SUCH CHARGES ARE SHOWN AS "SERVICE CHARGE". THERE IS NO SERVICE CHARGE IF ACCOUNTS ARE PAID WITHIN 30 DAYS OF THE END OF THE MONTH IN WHICH PURCHASES ARE MADE.

* CONTINUED *

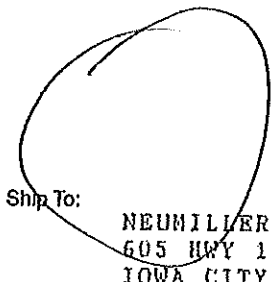
INVOICE

Page: 2

Phone 319-364-4106 • Fax 319-364-2562
PO Box 39
Cedar Rapids, IA 52406-0039



REMIT TO:
P.O. BOX 39
CEDAR RAPIDS, IA 52406-0039



Bill To: NEUMILLER ELECTRIC INC
605 HWY 1 W
IOWA CITY IA 52246

Ship To: NEUMILLER ELECTRIC INC
605 HWY 1 WEST
IOWA CITY IA 52246

Invoice #

307020

Date

10/24/14

5:21:30

Co/Cust No Order No Customer PO #

Ter Sls #

1/0000003832 03506/00 14-00414

Terms

G 1700

Ship Via
Pay Type

BEST WAY

NET 45 DAYS

IA 52246
ENTERED
NOV 03 2014
BY _____

Hills

Item Number / Description	U/M	Ordered	Shipped	Sell Price	Total
---------------------------	-----	---------	---------	------------	-------

PAIDMENT TERMST BY Statement-Due 15th / BY Invoice-Due 30 Days
TERRY-DURIN COMPANY IS THE PARENT COMPANY FOR INNERDUCT.COM

INVOICE DUE: 12/08/14

This order is expressly subject to the terms and return policy conditions on the reverse side.

SERVICE CHARGES

SERVICE OR FINANCE CHARGES ARE APPLICABLE ON PAST DUE ACCOUNTS AT THE RATE OF 1 1/2% PER MONTH ON AMOUNTS 30 DAYS PAST DUE, WHICH IS EQUAL TO AN ANNUAL PERCENTAGE RATE OF 18%. SUCH CHARGES ARE SHOWN AS 'SERVICE CHARGE'. THERE IS NO SERVICE CHARGE IF ACCOUNTS ARE PAID WITHIN 30 DAYS OF THE END OF THE MONTH IN WHICH PURCHASES ARE MADE.

SUBTOTAL: 5,081.40

TOTAL: 5,081.40

ACCOUNTING COPY

DEPOSIT:
AMT DUE:

5,081.40

INVOICE



Page: 1

Phone 319-364-4106 • Fax 319-364-2562
PO Box 39
Cedar Rapids, IA 52406-0039

Hills

REMIT TO:
P.O. BOX 39
CEDAR RAPIDS, IA 52406-0039

Bill To: NEUMILLER ELECTRIC INC
605 HWY 1 W
IOWA CITY IA 52246

Ship To: NEUMILLER ELECTRIC INC
605 HWY 1 WEST
IOWA CITY IA 52246

Invoice #

306376

Date

10/10/14

15:35:46

Co/Cust No Order No Customer PO #

Ter Sls #

ENTERED
OCT 13 2014
BY: _____

1/0000003832 03239/00 14-00411

Terms

G 1700
NET 45 DAYS

Shlp Via
Pay Type

JEFF

Item Number / Description	U/M	Ordered	Shipped	Sell Price	Total
UC7449-XL-871 meter socket 13 term 2 pc cover	E	1.000	1.000	276.00000 E	276.00
U4910-O-BL 200a 3ph u/g lever socket	E	1.000	1.000	300.00000 E	300.00

PLS REMEMBER TO CHG TAX CODE IF ORDER IS TAX-EXEMPT!! THX

SOME ITEMS MAY NOT BE RETURNABLE & RETURNS MUST BE PREAPPROVED
PAYMENT TERMS: By Statement-Due 15th / By Invoice-Due 30 Days
TERRY-DURIN COMPANY IS THE PARENT COMPANY FOR INNERDUCT.COM

INVOICE DUE: 11/24/14

"This order is expressly subject to the terms and return policy conditions on the reverse side."

SERVICE CHARGES

SERVICE OR FINANCE CHARGES ARE APPLICABLE ON PAST DUE ACCOUNTS AT THE RATE OF 1 1/2% PER MONTH ON AMOUNTS 30 DAYS PAST DUE, WHICH IS EQUAL TO AN ANNUAL PERCENTAGE RATE OF 18%. SUCH CHARGES ARE SHOWN AS 'SERVICE CHARGE'. THERE IS NO SERVICE CHARGE IF ACCOUNTS ARE PAID WITHIN 30 DAYS OF THE END OF THE MONTH IN WHICH PURCHASES ARE MADE.

SUBTOTAL: 576.00

TOTAL: 576.00

DEPOSIT:

AMT DUE: 576.00

ACCOUNTING COPY

(Hearing/Issuance - Revenue)

420816-6

Hills, Iowa

November 10, 2014

A meeting of the City Council of Hills, Iowa, was held on November 10, 2014, at _____ o'clock _____m. at the _____, Hills, Iowa. The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

The Council took up for consideration a resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$4,151,000 Water Revenue Bonds.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. _____

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$4,151,000 Water Revenue Bonds

WHEREAS, the City of Hills (the “City”), in the County of Johnson, State of Iowa, did heretofore establish a Municipal Waterworks System (the “Utility”) in and for the City which has continuously supplied water and water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”), and no board of trustees exists for this purpose; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$4,600,000 (the “Agreement”) to provide funds to pay a portion of the cost of constructing improvements and extensions to the Utility (the “Project”), and has published notice of the proposed action and has held a hearing thereon on May 12, 2014;

WHEREAS, upon completion of the Project, a portion of the principal amount borrowed under the Agreement will be forgiven by the Lender;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Hills, Iowa, as follows:

Section 1. It is hereby determined that the City shall enter into the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender. (the “Lender”). The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan to the City in the amount of \$4,151,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. Water Revenue Bonds (the “Bonds”), Series 2014 are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the total aggregate principal amount of \$4,151,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single Bond in the denomination of \$4,151,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date upon receipt of written consent from the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as

“Parity Obligations”), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)
UNITED STATES OF AMERICA
STATE OF IOWA

CITY OF HILLS

COUNTY OF JOHNSON

WATER REVENUE BOND, SERIES 2014

No. R-1 \$4,151,000

RATE	MATURITY	BOND DATE
1.75%	June 1, 2035	November 21, 2014

The City of Hills (the “City”), in the County of Johnson, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, to the

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

FOUR MILLION ONE HUNDRED FIFTY-ONE THOUSAND DOLLARS.

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2015, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule hereon on June 1, 2016, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2035. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Water Revenue Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a

portion of the cost of constructing improvements and extensions (the “Project”) to the Municipal Waterworks System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2013, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date upon receipt of written consent from the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Hills, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF HILLS, IOWA

By (Do Not Sign) _____

Mayor

Attest:

(Do Not Sign) _____

City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA

COUNTY OF JOHNSON SS: CITY TREASURER'S CERTIFICATE

CITY OF HILLS

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign) _____

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA	_____
TEN ENT	- as tenants by the entireties		(Custodian)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
			(Minor)
		under Uniform Transfers to Minors Act	_____
			(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

PRINCIPAL PAYMENT SCHEDULE

Date	Amount	Date	Amount
June 1		June 1	
2016	\$171,000	2026	\$208,000
2017	\$174,000	2027	\$212,000
2018	\$178,000	2028	\$217,000
2019	\$181,000	2029	\$221,000
2020	\$185,000	2030	\$226,000
2021	\$189,000	2031	\$230,000
2022	\$192,000	2032	\$235,000
2023	\$196,000	2033	\$239,000
2024	\$200,000	2034	\$244,000
2025	\$204,000	2035	\$249,000

Section 5. The loan proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof.

Section 6. So long as any of the Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) and to leave a balance of net revenues (herein referred to as the “Net Revenues”) equal to at least 110% of the principal of and interest on all of the Bonds and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall be set aside into a separate and special fund which is hereby established, to be known and hereinafter referred to as the “Water Revenue Fund”. The Water Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter established.

Section 8. There shall be and there is hereby created, and there shall be maintained, an account to be known as the “Water Revenue Bond Sinking Fund” (herein referred to as the “Sinking Fund”), into which there shall be set aside from the future Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of all of the Bonds and any Parity Obligations at any time outstanding as the same become due, and it is hereby determined that the minimum amounts to be set aside into the Sinking Fund from the Net Revenues during each month of each year shall be not less than as follows:

Commencing December 1, 2015, an amount equal to 1/6th of the installment of principal and interest coming due on the next succeeding interest payment date on the then outstanding Bonds. Commencing June 1, 2015, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 9. There shall be and there is hereby created a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by this resolution, any balance in the Surplus Fund may be made available to the City as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 10. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Water Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 11. The City hereby covenants and agrees with the owner or owners of the Bonds and Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds and Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of said Bonds and Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or the duly constituted body as may then be charged with the

operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 12. Upon a breach or default of a term of the Bonds or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 13. The Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing Parity Obligations.

Section 14. The City agrees that so long as the Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 15. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or Parity Obligations until all of the Bonds and Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.

(b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.

(c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.

(d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.

(e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.

(f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing

such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 16. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 17. As set forth in the Agreement, upon completion of the Project and receipt by the Lender of a certificate of completion from the City, a portion of the Loan shall be forgiven by the Lender, provided, however, that any accrued interest due on such portion up to, but not including, the date of such forgiveness shall be paid as otherwise required by this Resolution and the Agreement.

Section 18. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 19. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 20. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 10, 2014.

Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF HILLS

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Water Revenue Loan and Disbursement Agreement (the "Agreement") and the issuance of \$4,151,000 Water Revenue Bonds (the "Bonds") of said City evidencing the City's obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this _____ day of _____, 2014.

City Clerk

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF HILLS

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that the City did heretofore establish a Municipal Waterworks System prior to ~~January 1, 1961~~, that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility. *will be updated*

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the current issue of \$4,151,000 Water Revenue Bonds of the City.

WITNESS MY HAND this _____ day of _____, 2014.

City Clerk

HILLS VOLUNTEER FIRE DEPT STIPEND POLICY

This policy is created as a joint agreement with the Hills Fire Association, the City of Hills and the Hills Volunteer Fire Department. Each entity recognizes that the members of the volunteer fire department provide a significant benefit to the community. To show gratitude for individual service, each member that has committed time to respond to at least twenty-five percent (25%) of the total calls of the department for the year (December 1 to November 30) shall receive compensation based on the following schedule:

1. Those members that have completed Firefighter 1 shall receive \$100.
2. Those members that are EMS shall receive \$100.
3. Those members that have not completed Firefighter 1 nor are EMS shall receive \$50.
4. Members who are officers of the Hills Volunteer Fire Department shall receive \$100-\$250 based on service as determined by the Hills Volunteer Fire Department Chief.
5. Board Members of the Hills Fire Association shall receive \$100.

The total compensation based on items 1,2 and 3 listed above shall be determined as of November 30th of each year. This amount shall be paid equally by the Hills Fire Association and the City of Hills.

The total compensation based on item 4 listed above shall be determined as of November 30th of each year. The first \$100 for each officer shall be paid equally by the Hills Fire Association and the City of Hills. Any amounts above the \$100 shall be paid by the City of Hills.

The total compensation of item 5 listed above shall be determined by the Hills Fire Association and shall be paid directly by the Hills Fire Association to its Board Members.