

# AGENDA

**City of University Heights, Iowa  
City Council Meeting**

*Tuesday, June 14, 2011*

**Note LOCATION change: University Club  
1360 Melrose Ave.**

7:00 – 10:00 P.M.

Meeting called by Mayor Louise From

<b>Time</b>	<b>Topic</b>	<b>Owner</b>
<b>7:00</b>	Call to Order Meeting Roll Call Approval of Minutes May 10, 2011	Louise From
<b>7:05</b>	-Preliminary Presentation of <a href="#">TIF (Tax Increment Financing) Proposal</a> .  Note: A Council work session is scheduled to discuss in depth details of the TIF on Tuesday, June 28 <sup>th</sup> at the University Club @ 7:00pm.	Kevin Monson Jeff Maxwell
<b>7:30</b>	John Danos preliminary response  Public and City Council comments/questions  -Presentation of One University Place Planned Unit Development (PUD) updates, reports and 3D model presentation.  <a href="#">Planning Staff report</a> -Discussion of sending another mailing with updates including TIF.	John Danos, city attorney for TIF  Public & City council members  Kevin Monson Jeff Maxwell  John Yapp/Kent Ralston
<b>8:00</b>	<b>Public Input</b>  Public comments  Further Discussion/Comments by City Council of the Maxwell Development including the PUD, TIF, 3D Model.	
	<u>Administration</u> -Mayor	<a href="#">Mayor's Report</a> Louise From

Time	Topic	Owner
-City Attorney	<p><a href="#">Legal Report</a></p> <ul style="list-style-type: none"> <li>-Consideration of <a href="#">Resolution No. 11-05</a> authorizing the Mayor to sign and the clerk to attest a 28E agreement with Johnson County SEATS for service for FY2012.</li> <li>-Consideration of <a href="#">Resolution No. 11-06</a> authorizing the Mayor to execute and the clerk to attest to the FY2012 Agreement between the city of Iowa City and the city of University Heights for the Provision of Transit Services within the corporate limits of University Heights.</li> <li>-Consideration of <a href="#">Resolution No. 11-07</a> Adopting Policy Relating to Authority to Establish Committed and Assigned Fund Balances Under GASB Statement 54.</li> <li>-Consideration of motion to incorporate into the City Council's record for consideration of the Maxwell PUD application the prior public documents and submissions made to the Zoning Commission and to the City Council regarding the rezoning of the PUD property.</li> </ul>	Steve Ballard
-City Clerk	<p><a href="#">City Clerk Report</a></p> <ul style="list-style-type: none"> <li>-Renewal of Stella Restaurant Liquor License</li> <li>-<a href="#">City audit letter and information</a></li> </ul>	Chris Anderson
<u>Committee Reports:</u>		
<u>Finance</u>	Committee Report	Brennan McGrath
	<a href="#">Treasurer's Report/ Payment of Bills</a>	Lori Kimura
<u>Community Protection</u>	Committee Report	R. Hopson/M. Haverkamp
	Police Chief report	Ron Fort
<u>Streets and Sidewalks</u>	<p>Committee Report</p> <ul style="list-style-type: none"> <li>-<a href="#">Consider and Approve Forestry Questionnaire</a></li> <li>-Discuss identifying consulting firm for <a href="#">Sunset Wide Sidewalk Project</a>.</li> <li>-Approve Sign Inventory data collection service from MPO-JC.</li> </ul>	Pat Yeggy
	<p><a href="#">Engineer Report</a></p> <ul style="list-style-type: none"> <li>-Consideration of "On-Call" tree trimming, removal, and maintenance services with Total Tree Care of Iowa City.</li> </ul>	Josiah Bilskemper

Time	Topic	Owner
<u>Building, Zoning &amp; Sanitation</u>	Committee Report -Discussion of keeping chickens and chicken coops within the city Zoning Report	Stan Laverman
<u>e-Government</u>	Committee Report	Mike Haverkamp
<b><u>MPO-JC</u></b> (Metropolitan Planning Organization of Johnson Co.) - formerly known as JCCOG	Committee Report	Louise From
Announcements		Anyone
<b>10:00</b>	Adjournment	Louise From

**Work Session of the City Council to discuss TIF (Tax Incremental Financing) will be held Tuesday, June 28, 2011 at the University Club at 7:00pm**

**Next Regular Council Meeting: Tuesday, July 12, 2011 at the University Club at 7:00pm.**

MAXWELL DEVELOPMENT, LLC  
3011 Sierra Court SW  
Iowa City, Iowa 52240

June 6, 2011

Mayor and City Council  
City of University Heights, Iowa  
1004 Melrose Avenue  
University Heights, Iowa 52246

**Re: City of University Heights – One University Place Project  
Tax Increment Financing Proposal**

Dear Mayor From and City Councilors,

I wish to submit a proposal for tax increment financing for the *One University Place* project. The real estate for the parcels comprising the project site is described on the attached Exhibit A. The real estate, before sales, will be submitted to a horizontal property regime (condominium) in accordance with Iowa Law, so that the taxable improvements will ultimately be condominium units (likely six (6) commercial units and twenty-one (21) residential units in the south building; and fifty-eight (58) residential units in the north building).

*One University Place* provides a unique opportunity for the City to insure long term growth in its property tax base. The market value of the project is projected to be in excess of \$55,000,000, resulting in a tax base increase of approximately 50%. Because the project will be located on a single infill site and principally make use of existing City infrastructure, it minimizes both infrastructure expense and increases in the operating costs of the City arising from the project. The rebate structure of the proposed TIF request further benefits the City by limiting financial risks that might be associated with support if in the form of grants or City installed infrastructure.

Due to the significant up-front costs and associated financial risk incurred in developments of this kind, most projects like *One University Place* require some form of governmental financial support. From the start of this project it has been consistently represented to the Mayor and the Council that TIF support is material to the feasibility of the project. *One University Place* is the type of project the Iowa legislature envisioned when it approved TIF as a tool for municipalities to use for local economic development. This TIF proposal is intended to be in line with the level of support provided by other area municipalities to TIF projects that have resulted in long term positive benefits for those communities.

The following proposal includes the potential conveyance of 4,000 sq. ft. of commercial space to the City for municipal uses (Section 12). This feature of the proposal is based on a desire to have the City be part of the project and to provide new facilities that the entire community can benefit from and take pride in.

319-354-5858 (voice)  
319-354-0759 (fax)

An additional proposal has also been included as a result of input received from community members desiring a neighborhood market to be conveniently available within the City (Section 11).

The following constitutes the key elements that are proposed to be incorporated into a TIF agreement to be entered into between me (or a development entity to be formed) and the City of University Heights in connection with the proposed *One University Place* project.

### **Proposed TIF Components**

It is requested that a TIF Agreement be entered into containing the following basic elements and such other terms and conditions as are required by statute:

#### **1. Urban Renewal Designation**

The City Council will act to include all parcels of the project in a designated Urban Renewal District.

#### **2. Type of Payment to Developer**

TIF assistance to help defray the developer's project costs will be through reimbursement from the City of incremental tax revenue collected from the project (tax rebate). This form of TIF support leaves solely on the developer, not on the City, the risk of insufficient incremental tax revenue to satisfy the maximum reimbursement commitment.

#### **3. Maximum Reimbursement Cap**

The maximum reimbursement requested over the life of the TIF agreement is \$8,000,000. (\$8,500,000 if including the Additional Proposal set out below in Section 11.)

#### **4. Segregation of Residential and Commercial Components**

The developer anticipates the maximum TIF reimbursement requested will exceed the costs of the commercial component of the project. If that is the case, the developer proposes that the TIF obligation be divided into two parts. The incremental taxes collected from the commercial and residential condominium units located within the south building, and a portion of the residential condominium units located within the north building, will be designated to fund the portion of the TIF commitment calculated to reimburse the developer for costs associated with the commercial portion of the project. The incremental taxes collected from the remaining residential condominium units located within the north building will be designated to fund (i) the remainder of the TIF commitment for reimbursement of some of the developers costs associated with the residential portion of the project, plus (ii) the low and moderate income housing set aside fund as required by Iowa statute. Costs associated with the commercial component of the project, and the designation of the specific condominium units allocated to each of the commercial and residential components, will be proposed by the developer after the final costs associated with the project have been determined, to be reviewed with City staff and legal counsel to assure compliance with Iowa statutory requirements.

#### **5. Phasing**

The project will most likely be developed in two phases, one each for all the units within each building of the project. As such, the TIF arrangement will need to provide for separate

reimbursement schedules for each of the south and north buildings; and also, for the north building, provide separate reimbursement schedules for the commercial and residential allocations of the incremental tax reimbursements. Each such reimbursement schedule will comply with the statutory reimbursement time limits. The City's TIF counsel will need to recommend whether it is most appropriate to reflect these arrangements through separate TIF agreements or separate payment provisions and schedules within a single TIF Agreement.

#### **6. Low and Moderate Housing Fund**

Because the developer anticipates a portion of the TIF reimbursement will be attributed to costs associated with the residential component of the project, the City will be required to set aside a portion of the incremental taxes collected for the residential component to be used for low and moderate housing assistance. This Set Aside is in addition to the requested reimbursement to the Developer, but each is funded proportionately as the incremental taxes are distributed. The Set Aside allocation will be available for the City Council to direct, other than to the project, towards low and moderate income housing opportunities such as financial assistance to first time home owners or other housing priorities of the City or County.

#### **7. Property Tax Base for Measuring Incremental Increase/Commencement of Reimbursement Schedule**

The on-site development activity will commence after the developer of the *One University Place* project acquires possession and ownership of the St. Andrew Church portion of the property. It is proposed that the base property taxes for measuring incremental increases for all parcels included in the project be based on the assessed values and actual uses of the respective properties immediately preceding the date of transfer of possession and ownership of the St. Andrew property to the developer. The schedule of tax increment rebates/reimbursements for each building would begin with the first fiscal year taxes are payable based on the full assessment of the substantially completed building.

#### **8. TIF Reimbursement Period and Percentage of Tax Reimbursement**

It is requested the TIF agreement provide that 80% of the incremental property taxes collected from the portion of the project allocable to commercial costs be reimbursed to the developer for the statutory period of twenty (20) years, subject to sooner reaching the maximum reimbursement cap for such commercial costs. Similarly, it is requested the TIF agreement provide that 80% of incremental property taxes collected from the portion of the project allocable to residential costs be reimbursed to the developer for the statutory period of eleven (11) years, subject to sooner reaching the maximum specified reimbursement cap for such residential costs. (The 80% allocation to developer reimbursements is based upon a favorable resolution of the debt limit issue addressed in the Debt Ceiling section below. Otherwise, if that issue is not satisfactorily resolved, then the request will be for 100% of the incremental tax to be applied until the reimbursements have been fully satisfied or the reimbursement time frames have sooner expired.)

#### **9. Payment Schedule**

It is proposed that the rebate payment, once the incremental tax collections have commenced, be on a semi-annual basis payable within a reasonable time after each tax collection date.

## **10. Abatement of Property Taxes during Construction**

The developer requests, to the extent permitted by Iowa law, that the City agree for each building of the project to abate real estate taxes on all units within such building during the two year period commencing with the start of its construction.

## **11. Additional Proposal**

As an additional proposal, the developer would agree to offer a subsidized rental arrangement for a prospective commercial tenant agreeing to operate a neighborhood market/deli in the commercial space within the project. If the City desires such a commitment, developer will use its best efforts to secure an appropriate tenant, and to the extent developer is successful in securing such a tenant, the amount of the reimbursement to the developer under the TIF agreement would be increased from \$8,000,000 to \$8,500,000, with all other terms remaining the same. The subsidized rental arrangement would directly allocate the benefit of the additional \$500,000 reimbursement towards the preferred Tenant's occupancy by offsetting the expense of fixturing, rental and/or other occupancy costs.

## **12. City Space**

A commitment of the City to implementing the proposed TIF plan will permit the developer to convey to the City 4,000 sq. ft. of project commercial space constructed to a "white envelope" level of finish. The use of this City space will be restricted to municipal offices and/or other municipal use, which could include City offices, Council chambers, one or more community meeting rooms, or other possible City managed public/community uses that are reasonably compatible with the commercial uses permitted in the approved PUD Plan for the project. The property would be deeded to the City subject to a reversionary interest should the City ever stop using the property for municipal purposes. The City, whether a tenant or owner, would need to abide by the condominium declaration and bear the costs of occupying the space including, but not limited to, fixturing, condominium assessments, utilities, repairs, maintenance, replacements, and insurance. (Under section 13 below, this arrangement will be initially offered to the City as a lease until the full TIF reimbursement amount can be committed within the City's debt ceiling limit.)

## **13. City's Debt Ceiling**

The developer understands that the City's commitment to provide TIF reimbursement to the developer will be subject to the City's allowable debt ceiling, which because of the City's small tax base is currently less than the reimbursement requested. The developer requests that the City inquire with Johnson County as to a willingness to enter into a joint TIF agreement whereby the City could utilize a portion of the County's allowable debt ceiling to fully commit the requested reimbursement to the Developer.

If the County does not participate in a joint arrangement with the City, the developer's request is modified as follows:

- (i) The developer requests that the City initially commit an amount equal to 75% of its allowable debt ceiling, and that on an annual basis thereafter the City reaffirm its obligation under the TIF plan to an amount equal to 75% of the City's then allowable debt ceiling, until such time as the full reimbursement commitment (\$8,000,000 or \$8,500,000) has been paid or the reimbursement time frames have sooner expired.

(ii) Rather than reimbursing the developer 80% of the incremental property taxes collected from the project, the reimbursement would be 100% of the incremental taxes collected until the reaching the maximum reimbursement cap.

(iii) Title to the 4,000 square feet of commercial space will be retained by the developer. The developer instead will offer to lease the commercial condominium unit to the City for \$1.00 per year under the same conditions described in Section 12 above until the full TIF reimbursement amount has been committed by the City, within its debt ceiling limit, at which time the title to the property would be deeded to the City subject to the reversionary interest.

I am willing to work diligently with the City Council and its advisors to discuss, and reasonably adjust, specific terms of this proposal to reflect the needs of the City while helping to make this project feasible. If you have questions regarding the specifics of the proposal, please feel free to contact me.

Sincerely,



Jeff Maxwell

Copies to:

Steve Ballard, City Attorney  
222 South Linn Street  
P.O. Box 2447  
Iowa City, Iowa 52244-2447

Mr. John P. Danos, Special TIF Legal Counsel  
Dorsey & Whitney  
801 Grand Avenue, Ste 3900  
Des Moines IA 50309-2970

## Exhibit A – Legal Description of Site for **One University Place Project**

Beginning at the Northeast Corner of Section 17, Township 79 North, Range 6 West of the 5<sup>th</sup> P.M.; thence North 89 degrees West along the North line of said Section 17, 402.6 feet, thence South 16 degrees East 490 feet to the Northerly line of Snook's Grove Road as now established; thence North 73 degrees East along the Northerly line of said road 291.3 feet; thence North 1 degree 40' West to the point of beginning, as shown by Plat recorded in Plat Book 4, Page 383.

and

That part of the northeast quarter of the northeast quarter of Section 17, Township 79 North, Range 6 West of the 5<sup>th</sup> P.M., described as Auditor's Parcel 96091 on plat of survey recorded in Book 38, Page 125, Plat Records of Johnson County, Iowa.

and

Auditor's Parcel 2005091 according to the Plat of Survey recorded in Book 49, Page 284, Plat Records of Johnson County, Iowa, being a portion of Outlot 1 and of Lot 238, University Heights, Second Subdivision, according to the plat thereof recorded in Book 2, Page 76, Plat Records of Johnson County, Iowa; EXCEPT beginning at the Southwest corner of Auditor's Parcel 2005091, thence North 0°00'00" East 19.48 feet along the West Line of said Auditor's Parcel (assumed bearing for this description only), thence North 74°40'39" East 8.58 feet to a point of intersection of the Westerly right-of-way line of Sunset Street, thence South 20°48'18" West 23.29 feet along said right-of-way to said point of beginning and containing 81 square feet more or less.

**Responses to June 8, 2011 Memo from City Engineer  
Re: One University Place PUD Submission (05.25.11)**

1. An additional sheet will be submitted that shows only the property lines, right of way lines, building setback lines, and easement lines.
2. The developer would prefer to leave the sidewalk at the current location. Moving it to the south right of way line will require removal of existing landscaping.
3. We agree with this comment and it will be addressed when the construction plans for the widening are submitted.
4. We agree with this comment and it will be addressed when the construction plans for the widening are submitted.
5. The bus shelter will be furnished by Iowa City Transit and will match their standards.
6. The elevation on page 10 will be revised to match page 4. Elevations will also be clarified on pages 11 and 17.
7. The retaining walls are intended to be modular block walls. The details of the top and bottom of the wall will be submitted with the construction plans.
8. The rear patio and retaining wall are not a part of the building and not limited to the 20' minimum distance from the lot line.
9. They will not be determined until the PUD application is approved and design documents begin and finally after the project is completed.
10. A geotechnical report has been completed and will be submitted.
11. The off street parking places have been increased to 20 feet.
12. Accessible parking stalls will be indicated on the plan.
13. Accessible parking stalls will be indicated on the plans.
14. One more space will be added on pages 8 and 9 for a total of 53 spaces.
15. It is our intention to provide new traffic signals without acquiring additional right of way. This detail will be submitted with the construction plans.
16. These details will be provided with the construction plans.
17. We agree with the recommendation to locate meters inside both buildings and to coordinate those locations with Mid-American Energy.
18. If required the contractor could use a crane to get the equipment into the ravine. A trench box and sheet piling can be used to keep the excavation out of the protected slopes.
19. We acknowledge this comment.
20.
  - a. The existing conditions plan can be relabeled "Existing Conditions and Sensitive Areas Development Plan. It already shows the sensitive areas.
  - b. The sensitive areas ordinance does not require any buffers.
  - c. We disagree with this review. The slopes asked to be adjusted in the east ravine do not meet the definition of a protected slope. The slope rises 8 feet at a slope of 40%+. The definition requires the slope to rise 10 feet or more. The slopes asked to be adjusted in the west ravine only have 6 feet of elevation change on our site. The rest of the slope is on another

property. It is our interpretation that the entire 10 foot of slope needs to be on the development property to be regulated.

- d. We feel that the aerial topography is sufficient for use and additional field survey work is not required.
- 21. The site grading and erosion control plan shows the information required of a sensitive areas site plan and will be relabeled "Site Grading and Erosion Control Plan and Sensitive Areas Site Plan".
- 22. We disagree with this review. The slopes asked to be adjusted in the east ravine do not meet the definition of a protected slope. The slope rises 8 feet at a slope of 40%+. The definition requires the slope to rise 10 feet or more. The slopes asked to be adjusted in the west ravine only have 6 feet of elevation change on our site. The rest of the slope is on another property. It is our interpretation that the entire 10 foot of slope needs to be on the development property to be regulated.
- 23. A geotechnical engineer has evaluated these slopes and has determined they have been previously altered by human activity.
- 24. We acknowledge this comment.



## STAFF REPORT

To: University Heights City Council

Prepared by: John Yapp  
Kent Ralston

Item: May 27, 2011 PUD submittal  
1300 Melrose Avenue

Date: June 7, 2011

### GENERAL INFORMATION:

Applicant:

Maxwell Development LLC.  
319-354-5858

Property Owner:

St. Andrew Presbyterian Church

Requested Action:

Planned Unit Development Review

Purpose:

Neighborhood commercial and multi-family residential; 58 condo units (rear building), 21 condo units and 17,008 square feet of commercial space (front building)

Location:

The NW corner of the Melrose Avenue /Sunset Street intersection

Size:

5.30 more/less

Existing Land Use:

One building (church)

Surrounding Land Use and Zoning:

North: Institutional Land; owned by the University of Iowa  
South: Single Family Residential; R1  
East: Single Family Residential; R1  
West: Planned Unit Development; PUD, and Single Family Residential; R1

Zoning:

Multiple-Family Commercial PUD

## INTRODUCTION

This report was created by the Metropolitan Planning Organization of Johnson County (MPOJC) planning staff at the request of the City of University Heights. This report is intended to provide general guidance to the City during review of the Planned Unit Development (PUD) submittal (dated May 27, 2011) for the St. Andrew Presbyterian Church property at 1300 Melrose Avenue.

**What is a Planned Unit Development?:** *“A planned unit development (PUD) is a comprehensive development plan intended to provide flexibility in design and building placement, promote attractive and efficient environments that incorporate a variety of uses, densities and dwelling types, provide for economy of shared services and facilities, and preserve natural resources” (APA Planned Unit Developments, Mandelker page 4).*

## BACKGROUND INFORMATION:

The City of University Heights has received a Planned Unit Development submittal from Jeff Maxwell with interest in redeveloping the current St. Andrew Presbyterian Church property at 1300 Melrose Avenue. The applicant has been working with the City for several years on the concept and wishes to redevelop the property for both neighborhood commercial and multi-family residential uses. The applicant was successful in his request to have the property rezoned to allow for a mixed-use PUD. The subject property was rezoned from R1 Single-Family Residential to a Multiple-Family Commercial PUD zone on December, 14, 2010 - Ordinance No.180 (a previous request for a similar rezoning was denied in June of 2009).

The subject property is approximately 5.30 acres currently containing one principal building with access via Melrose Avenue. The remainder of the property exists as paved parking and sloping undeveloped land. There is a University of Iowa owned parking lot to the north of the property with access via the subject property owned by St. Andrew Presbyterian Church.

The property, zoned Multiple-Family Commercial PUD, is abutted by Institutional/Public property owned by the University of Iowa to the north, several wooded undeveloped lots zoned Multiple Family Commercial to the east, developed Single-Family Residential lots to the south (across Melrose Ave), and a Planned Unit Development and undeveloped wooded ravine to the west.

## ANALYSIS:

**Zoning:** The subject property was rezoned from R1 Single-Family Residential to Multiple-Family Commercial PUD in December 2011. As stated in University Heights's Ordinance No.180, the subject parcel is allowed to hold no more than two total buildings, 80 residential units, and 20,000 square feet of commercial space, among other limitations and restrictions.

Table 1 compares how the proposed PUD conforms with the development regulations and restrictions set-forth in University Heights Zoning Ordinance No.180.

Table 1: Comparison of Zoning Criteria to Proposed Planned Unit Development

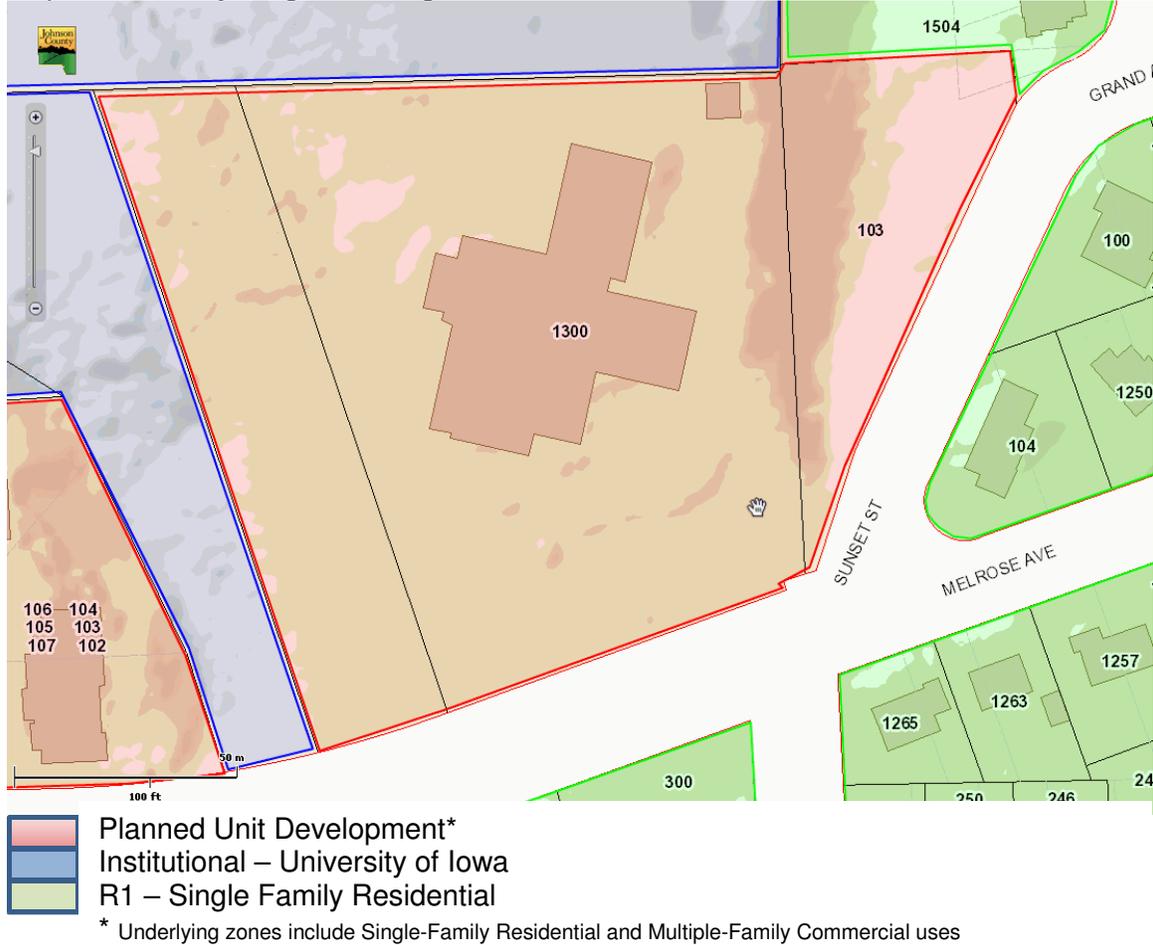
UH Zoning Ordinance No.180	Planned Unit Development Submittal
<ul style="list-style-type: none"> <li>• 2 total buildings</li> <li>• 80 residential units</li> <li>• 20,000 sq/ft commercial space</li> <li>• 45,000 sq/ft total building footprints</li> <li>• 38' max front building height</li> <li>• 76' max rear building height</li> <li>• 185 parking spaces (min)</li> <li>• 55 above ground parking spaces (max)</li> <li>• 33' front setback</li> <li>• 20' side setback from any lot line</li> </ul>	<ul style="list-style-type: none"> <li>• 2 total buildings</li> <li>• 79 residential units</li> <li>• 17,008 sq/ft commercial space</li> <li>• 44,708 sq/ft building footprints</li> <li>• 38' front building height</li> <li>• 72' rear building height</li> <li>• 219 parking spaces</li> <li>• 53 above ground parking spaces</li> <li>• 33' front setback</li> <li>• 20.50' setback (min)</li> </ul>

As demonstrated in Table 1, the PUD submittal meets all of the quantifiable development regulations and restrictions set forth in University Heights Zoning Ordinance No.180 Section 13.B. Provisions in Section 13.B (4) and (8), as follows, cannot be measured at this time and will need to be addressed as development occurs and as the Developers Agreement and Condominium Declarations are prepared.

- *Section 13.B(4): 'No more than one person not a member of the family as defined in Section 3 of this Ordinance may occupy each dwelling unit as part of the individual housekeeping unit.'*
- *Section 13.B(8): 'The University Heights City Council may impose additional reasonable conditions as it deems necessary to ensure that the development is compatible with adjacent land uses, will not overburden public services and facilities, and will not be detrimental to public health, safety, and welfare.'*

Another item that cannot be evaluated at this time is the developer's right to establish certain uses in the commercial portion of the development. As provided in Section 12.F (b), the following commercial uses are permitted: professional offices, bakeries, drug stores, grocery stores, barber/beauty shops, catering businesses, restaurants, coffee shops (or similar), but not drinking establishments, retail shops (not liquor), art galleries, or further uses as provided in the Development Agreement between the City and developer. It will be important to discuss other specifics in the Developers Agreement / Condominium Declaration regarding the hours of operation and specific uses of commercial property (if different than granted in Section 12.F (b) of the City Code).

Map 1: University Heights Zoning



In terms of application requirements set-forth in Ordinance No. 180 Section 13.D, staff reviewed the PUD submittal and finds several areas where additional information is necessary:

- The City Engineer should verify that the storm drain located in the ravine east of the development will not disturb the critical and protected slopes at this location.
- A description of building materials to be used for all exterior surfaces is not definitively provided. Possibilities for the commercial building include limestone/cast stone, and low-E-glazing. For the residential building material possibilities listed include pre-cast panels, low-E-glazing, and metal sunshades. The City Council may want to obtain more specific information when available.

**Land Use and General Layout:** The general layout of the commercial portion of the PUD submittal is consistent with the older commercial node on the east side of University Heights in that the building is close to the street with parking located behind the building. This will result in an *urban* presentation of the commercial space in that it is pedestrian-oriented and a majority of the parking will be hidden from the street. With front doors and windows facing the street, the commercial area should be inviting to pedestrians as well as vehicular traffic. University Heights should examine the building concepts provided by the developer. Officials will want to articulate what amenities would be seen as favorable for the plaza area at the southeast corner of the development. More detail on the plaza features may become necessary if requests for specific features are made from the City Council (e.g., seating areas, multi-use 'open' space, tables, etc.).

Regarding the proposed residential structure at the rear of the property: University Heights representatives should further analyze the images and renderings provided by the developer to gain an understanding of the height and character of the building. Although the developer has provided computer generated simulations of how the proposed buildings may appear from north, south, east and west, it may be helpful for the developer to produce a scale model of the PUD so that decision makers can grasp the scale and bulk of the buildings in the proposed setting. For instance, if buildings are set on lower topography than the surrounding neighborhood, or are obscured by tall trees that are preserved during the development process, the taller building may not be as visible.

For the general layout of the site, it is important for the development to be "connected" to the larger neighborhood. The PUD submittal accomplishes much of this by proposing over width sidewalks on both the south and east frontages of the development. University Heights will want to request a set of detailed landscape plans as the proposed development is finalized to ensure adequate landscaping around the proposed structures and that the development blends-in with the surrounding neighborhood.

**Building Materials and Design:** The PUD submittal indicates that possible construction materials to be used would be a combination of limestone/cast stone and low-E-glazing for the mixed-use commercial building, and pre-cast panels, low-E-glazing, and metal sunshades for the residential building at the rear of the property (pages 11 & 17). While these materials would generally conform with the comprehensive plan's statement that environmentally-friendly construction materials should be used, University Heights representatives should request to see examples of the building materials before finalizing and approving the PUD.

Regarding energy efficiency, information provided by the developer indicates the intent for the proposed structures to meet certain LEED requirements. This is consistent with the Comprehensive Plan goal of encouraging energy efficient construction. Representatives should discuss what level of LEED certification, if any, the city will require from the developer.

**Mass and Scale:** Mass and scale are important determining factors of how a building will blend-in with the surrounding neighborhood. Tall buildings can appear to loom over the surrounding neighborhood due to their bulk. This effect can be mitigated through the use of design strategies such as those shown in the building concepts submitted by the developer that attempt to break up the mass by using setbacks, offsets, and other methods to articulate both the horizontal and the vertical planes of the building.

The façade modulation and pitched rooflines in the mixed-use building fronting Melrose Avenue helps to reduce the perceived bulk of the building. It should be noted the proposed building height at 38' conforms with City Ordinance No.180 that sets the maximum building height for this building at 38'. The building is also proposed to be set-back 33' from the Melrose Avenue right-of-way which will decrease the perceived mass of the building and provide more continuity with the surrounding neighborhood.

The PUD submittal indicates that the proposed condo building at the rear of the property will have an overall height of 72' which is 4' lower than allowed by current zoning standards set forth in Ordinance No.180. To minimize the perceived mass of the building the developer has proposed a flat terraced roof design. The PUD submittal indicates that the building would step-up from 4-6 stories on the east and 3-6 stories when viewed from the west. The building heights indicated in the PUD are measured from the first floor grade at the building entrances to the top of the roof. Elevations are based on aerial contour mapping. A notable change from previous concepts submitted by the applicant is that the condo units on the sixth floor have been eliminated and replaced with both an indoor meeting/reception space for residents and an extensive outdoor rooftop terrace. While this may not change the overall appearance of the building, it may have an effect on traffic generation and noise produced by gatherings using the outdoor venue.

The proposed density of the PUD is approximately 15 dwelling units per acre. The architect has provided information that each unit in the PUD will have the potential for two bedrooms. An emphasis on units with fewer bedrooms results in fewer people per unit than would three or four bedroom units. If each unit has two bedrooms, there would be a total of 158 bedrooms; 167 underground parking spaces are proposed (plus an additional 53 surface public parking spaces), providing more than 1 parking space per bedroom.

**Streetscape:** The perimeter of the site is an important element to consider in that it serves as the transition from the new development to the existing neighborhood. In a mixed-use development, elements like large windows, canopies, and appropriate signage integrated into the building façade can enhance the appearance. The PUD submittal includes a large plaza area in the southeast corner of the proposed development that would ease the transition from the surrounding neighborhood to the newly constructed buildings. Ornamental and overstory trees like those proposed in the site illustration concept on page 10 can enhance the appearance of the street right-of-way as well; benches and bike racks can further contribute to the site becoming a destination for University Heights residents. The creation of a destination within

University Heights for University Heights residents is, in our opinion, an attractive goal.

While the developer has provided a site concept illustration, University Heights's officials should request additional details on street furniture and landscaping plans.

**Slopes and Drainage:** The subject property exhibits steep slopes (18-25%) in the northwest, east, and northeast quadrants of the subject property as indicated in the University Heights Sensitive Areas Ordinance (Comprehensive Plan page A-9). The storm water management system will need to be designed as part of the development of final design plans. The developer has proposed some fill near the top of the ravines on the east and northwest sides of the property and shows a retaining wall adjacent to the proposed exit onto Sunset Street. The City will want to ensure that the proposal does not affect the critical and protected slopes on the property, particularly those located in the ravine to the east of the development. It appears as though the storm drain on page 7 of the submittal projects into the critical slope; the developer has indicated that this drain will be bored so not to disturb the area – this should be verified by the City Engineer.

The architect has indicated that storm water management will be provided using two separate underground detention basins that meet the provisions in the University Heights storm water ordinance. The University Heights Engineer will want to ensure that this storm water management system is adequate for the development.

**Transportation and Traffic Circulation:** Melrose Avenue (near the subject property) is congested at peak travel times with an Average Daily Traffic (ADT) of 13,500 in 2006 (Iowa DOT). In 2002, Melrose Avenue operated at a Volume to Capacity (V/C) ratio of 1.0-1.4 (2007 JCCOG Long-Range Transportation Plan). Corridors exhibiting V/C ratios of 1.0 or greater are considered to be functioning over capacity, and are congested to some degree.

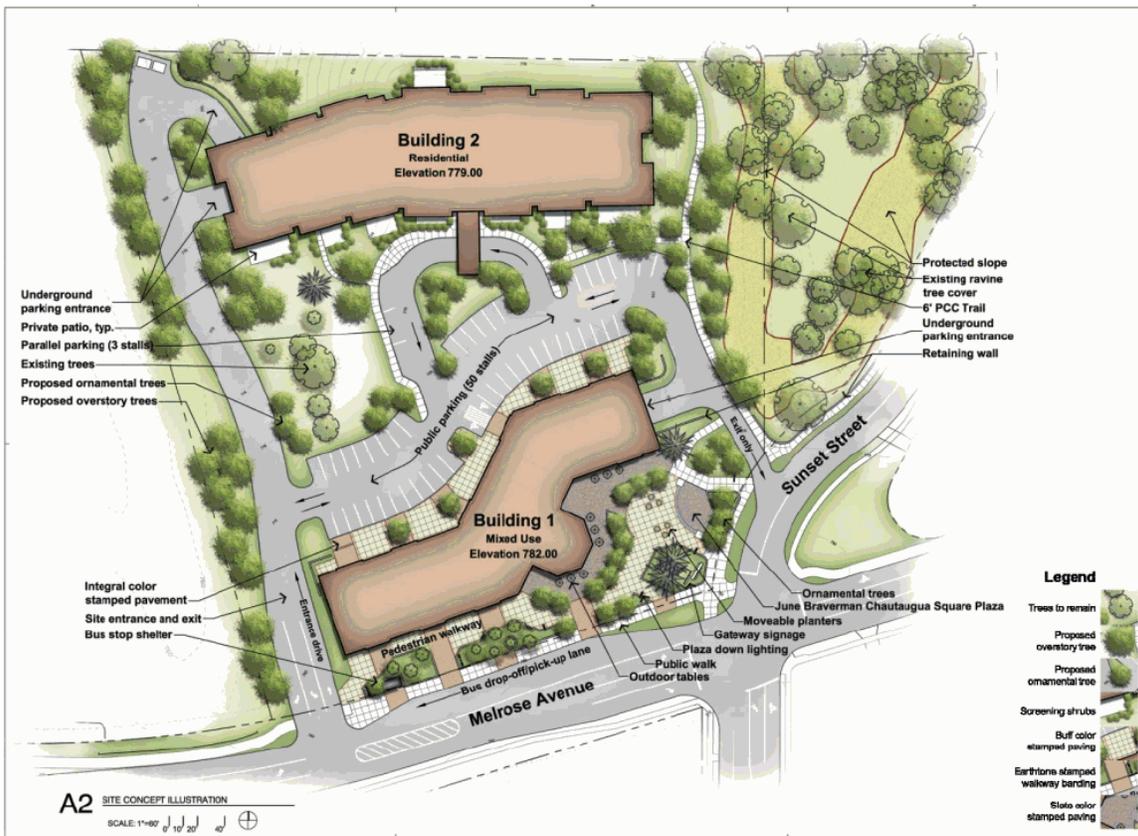


Melrose Avenue / Sunset Street Intersection (looking north)

Based on information provided in the PUD, the amount of traffic generated by the new development could exceed 1,500 vehicles per day. This number is based on the assumption that the development will include 79 condos, 4,238 square feet of restaurant space and 12,770 square feet of general retail space. The current land use, a church, produces 830 vehicles per day on Sundays based on 2010 traffic counts.

Turn Lanes: As proposed in the PUD submittal, staff agrees that the dedicated left-turn lane for eastbound traffic at the main entrance is necessary. This turn-lane will remove turning traffic from the through travel lane and minimize delay to eastbound traffic.

Previous concepts proposed by the applicant restricted left-turning traffic out of the proposed development at the Melrose Avenue access. As can be seen in the proposed site concept illustration below, the applicant is now proposing a full service access where left and right exiting turning movements are permitted. Due to this change, additional traffic modeling was performed to determine the impact of this change to the Melrose Avenue access as well as the Sunset Street / Melrose intersection.



Proposed Site Concept Illustration

Traffic Signal Analysis: A planning-level traffic signal warrant analysis was completed and shows that without a traffic signal at the main entrance to the development, southbound exiting traffic from the development would experience lengthy delays in both

the AM and PM peak travel hours (see attached Shive-Hattery technical memorandum). While delays to exiting traffic may not be of general concern to the City – since vehicle queuing would primarily take place on private property, lengthy and unexpected delays cause motorists to behave irrationally and could create an unsafe environment for motorists and pedestrians at the intersection. Additionally, while it was determined that the development generated traffic added to the system would not satisfy the requirements of the peak hour volume warrant, approximately 50 more vehicles exiting the development in either the AM or PM peak travel hour would satisfy a traffic signal warrant.

Given that lengthy delays for exiting traffic could create irrational driving behavior and that a traffic signal is nearly warranted on volumes alone, staff recommends requiring that the main access at Melrose Avenue be signalized. This signal should also be coordinated with the Sunset Street / Melrose Avenue signal. This will optimize vehicle circulation for both this development and for the general public.

Sunset Street / Melrose Avenue Intersection: From a transportation planning perspective it would be beneficial to realign the north leg of the Sunset intersection as shown in the proposed site concept illustration. Given that the existing geometry of the intersection is skewed, visibility for both motorists and pedestrians is reduced; therefore decreasing overall safety at the intersection. Specifically, the north leg of the intersection (Sunset Street) veers to the northeast at approximately 45 degrees, instead of the more desirable 90 degrees as proposed. Realigning the intersection as proposed in the PUD would also eliminate the need for the current split-phasing and all-way pedestrian phase at the Sunset Street / Melrose Avenue traffic signal. These modifications would allow for additional 'green-time' for eastbound and westbound motorists during peak travel hours thereby reducing the overall vehicle delay experienced and increasing the level-of-service of the intersection.

The alignment proposed in the PUD is one of several intersection designs analyzed. Other options discussed included a 'no-change' scenario, a five-leg intersection design, a roundabout, an option where the south leg of Sunset Street was realigned, and a design where access to/from the north leg of Sunset Street would be restricted. After reviewing these intersection design options, staff determined that the design proposed in the PUD application is optimal given the function of Melrose Avenue as an arterial street, and to minimize impact to the ravine east of the proposed PUD.

As shown in the site concept illustration, the PUD proposes that the access onto Sunset Street function as an 'exit only'. This restriction is likely to be viewed favorably by neighborhood residents as it will eliminate cut-through traffic on Grand Avenue.

The addition of a dedicated left-turn lane at the Sunset Street / Melrose Avenue intersection as proposed is also beneficial as this would remove eastbound left-turning traffic from the through traffic stream and decrease overall vehicle delay.

Sidewalks: Constructing an 8' wide sidewalk on the south frontage of the development as proposed in the PUD is consistent with the wide-sidewalk recently constructed along

Melrose Avenue east of the development. It's unclear if a sidewalk will be constructed on the west side of Sunset Street north of Melrose Avenue. The site concept illustration on page 10 of the PUD shows this segment of sidewalk being completed, but the layout plan on page 2 of the PUD does not show the same - this will need to be clarified. Also, there are two locations (both east and west of the development) where sections of the 8' wide sidewalk are proposed to be constructed immediately adjacent to Melrose Avenue. American Association of State Highway and Transportation Officials (AASHTO) guidance notes that the buffer width (green space) between an arterial corridor and the adjacent sidewalk should be a minimum of 5 ft. (*Guide for planning, design, and operation of pedestrian facilities* - Page 59). This minimum buffer is provided to improve pedestrian safety, and to allow space for snow storage, utility poles, signs, trash pick-up, and streetscaping. If the minimum recommended buffer cannot be achieved, staff recommends investigating alternative solutions.

In regards to the site plan, staff recommends constructing a sidewalk adjacent to, and the length of, the main access drive. Such a sidewalk would allow pedestrians traveling from the west direct access to the residential building at the rear of the lot.

**Lighting:** Lighting is a 'negative externality' that can be obtrusive to surrounding residents. University Heights representatives should request that any and all light fixtures on the site be downcast and shielded to not allow more than one foot-candle of light spillage beyond the property line. One foot-candle is a widely used measurement of light, and is approximately the amount of light given by a full moon at night. Planimetric maps showing the amount of lighting on the property should be requested of the developer.

The architect has indicated that while the exterior lighting concepts have not been developed at this time, very stringent requirements will be adopted as part of the developer's agreement. Such an agreement would read as follows:

*"Design exterior lighting so that all site and building-mounted luminaires produce a maximum initial illuminance value no greater than 0.10 horizontal and vertical footcandles at the site boundary and no greater than 0.01 horizontal footcandles 10 feet beyond the site boundary. Document that no more than 2% of the total initial designed fixture lumens (sum total of all fixtures on site) are emitted at an angle of 90 degrees or higher from nadir (straight down)."*

**Signage:** Another thing to consider is the size and style of the commercial signage used. Large signs, illuminated signs, and flashing or blinking signs can significantly detract from the residential feel of Melrose Avenue. University Heights representatives will want to request that details of the size, illumination, and animation of signs on the site be included in the Developer's Agreement and/or Condominium Declaration. MPO staff is available to provide examples of signage restrictions for commercial signs in residential areas.

**Hours of Operation:** While University Heights cannot dictate all uses of the commercial property (any use allowed in the Multiple-Family Commercial Zone in the adopted Zoning Ordinance would be allowed), you may restrict the hours of operation of the site to mitigate against any late-night noise issues. While the site is well buffered to the northeast and west, there are residential properties on the south side of Melrose Avenue and on the east side of Sunset Street. If noise from commercial activities is a concern, University Heights will want to discuss with the developer hours of operation, outdoor seating for restaurants, cafes, or bars, exterior loudspeakers and/or other noise creating elements. Any restrictions to these elements of the development should be enumerated in the Developer's Agreement or Condominium Declaration.

**Utilities:** The University Heights City Engineer will need to ensure that utilities are adequate for the proposed development. Adequate water pressure, sewer capacity, storm sewer capacity and electrical and gas services should all be included in such a review. If existing utilities are not adequate, University Heights officials will need to discuss what upgrades to the system, if any, will be required of the developer.

**Fire and Police Protection:** The University Heights Police Department and the Coralville Fire Department have both provided letters indicating they are able to provide protection to this property and can do so with the current capacity of their departments.

**Developer's Agreement:** The Developer's Agreement is a legally binding document that typically includes items such as: descriptions of property (including covenants, easements, and restrictions), final plans and specs, construction/phasing timelines, condominium declarations, dedications, maintenance agreements, agreements for costs to be incurred by the developer, environmental requirements, assurances against damage to publicly owned property, and other items related to the development.

The City should require that the developer prepare the agreement for review by the University Heights City Attorney.

## SUMMARY:

In summary, the following points should be considered as part of the development review process, it will be important to articulate to the developer what elements of the proposal are appropriate. These are staff recommendations for University Heights City Council consideration.

- The subject property exhibits several steep, critical and protected slopes, as indicated in the adopted Sensitive Areas Ordinance, which should be protected. Grading plans and tree protection plans should be reviewed by the University Heights Engineer.
- Any storm water retention required of the development should be identified by the City Engineer. Plans to manage storm water should be provided by the developer. This may be done during the construction plan phase.
- The architect has indicated that dumpsters will be kept in the area below the first floor of the buildings and that all mechanical units will be within the building and/or on the roof so not to disturb/detract from the neighborhood.
- Information from the architect indicates that truck deliveries will take place along Melrose Avenue just to the east of the bus stop area to limit the number of trucks that would enter the site.
- The University Heights Engineer should confirm that the appropriate utilities are available to support the development. If they are not sufficient, the Engineer should identify what utilities will need to be improved and at what cost to the City.
- The construction of a dedicated left-turn lane for eastbound traffic at the property entrance as proposed, and correcting the skewed geometry of the Melrose Avenue/Sunset Street as proposed by the developer are viewed favorably from a traffic engineering perspective. Both of these measures will decrease delay for through traffic on Melrose Avenue and increase the level of service at those intersections.
- Given that lengthy delays for exiting traffic are expected, and that a traffic signal is very near being warranted on volumes alone, staff recommends signaling the main access to the development at Melrose Avenue. Provision of this traffic signal may be a requirement of development approval, or may be part of the developer's agreement to be installed with agreed-upon traffic conditions.
- Disallowing entering traffic and left-turning traffic out of the development onto Sunset Street will eliminate cut-through traffic on Grand Avenue and will likely be viewed favorably by the neighborhood to the east of the PUD.
- The construction of an 8' sidewalk on south frontage of the property as proposed in

the PUD submittal will be advantageous for bicyclists and pedestrians. A sidewalk on the west side of Sunset Street north of Melrose would also be advantageous from a traffic engineering perspective.

- Staff recommends that a sidewalk be constructed adjacent to the main access drive. This will provide direct access to the residential building for pedestrians traveling from the west, and provide future access to the University owned parcel north of the subject PUD.
- Although the rear building is proposed to be much taller (72') than the building fronting Melrose Avenue (38'), the perceived heights of the buildings may not appear as such depending on the viewer's vantage point. A 3D scale model of the site could address these perceptions by showing the proposed buildings in concert with proposed grading, set-backs, trees, and view sheds from adjacent properties. University Heights officials will want to discuss whether the techniques (setbacks, terracing, rooflines, and landscaping) for minimizing the mass and scale of the buildings are suitable for the property.
- University Heights representatives should request to see additional examples of the proposed construction materials before finalizing the development approval process.
- We recommend University Heights representatives request that any and all light fixtures on the site be downcast and shielded to not allow more than one foot-candle of light spillage beyond the property line. Planimetric (lighting impact) maps should be produced.
- University Heights representatives should discuss with the developer the appropriate size, illumination, and animation of any signs on the site. These items should be enumerated in the Developer's Agreement.
- University Heights should discuss with the developer hours of commercial operation, outdoor seating for restaurants, cafes, bars or balconies, and/or exterior loudspeakers or other noise creating elements. These items should be enumerated in the Developer's Agreement.

**Conclusion and Standards for Approval:** We find that the proposed development is substantially consistent with the zoning criteria adopted for this parcel (Ordinance No.180) in terms of height, density, setbacks, parking, number of units, and residential and commercial square footage.

Other standards for approval should include: final plans and specifications, construction/phasing timelines, condominium declarations, dedications, maintenance agreements, agreements for costs to be incurred by the developer, environmental requirements, assurances against damage to publicly owned property, and other items related to the development. These items should be enumerated in the Developer's Agreement with the City of University Heights.

**TECHNICAL MEMORANDUM**

**TO:** John Yapp, MPOJC  
Kent Ralston, MPOJC

**FROM:** Brian Willham, PE, PTOE

**DATE:** May 23, 2011

**RE:** One University Place  
University Heights, Iowa  
Traffic Review

This memorandum includes a review of traffic operations at the Melrose Avenue and Sunset Street intersection and the Melrose Avenue and Main Entrance intersection in conjunction with the proposed One University Place development. In November 2010, Shive-Hattery completed traffic modeling for existing and proposed conditions and found that if the Melrose Avenue and Sunset Street intersection was improved by reducing the existing skew of Sunset Street through the intersection, traffic signal phasing could be modified to provide better operation during peak hours.

In the 2010 analysis, the entrance to the development on Melrose Avenue was proposed as a Full-In-Right-Out-Only entrance. Because the entrance on Melrose Avenue is now shown as a Full-In and Full-Out entrance, additional traffic modeling was completed to determine the impacts to the development entrance intersection as well as the Sunset Street intersection on Melrose Avenue.

To estimate the traffic generated by the proposed development, projected trips to and from the development were calculated based on ITE Trip Generation 8<sup>th</sup> Edition and are reported in **Table 1**.



Project # 1111040

Shive-Hattery, Inc. | 1601 48th Street | Suite 200 | West Des Moines, IA 50266 | 515.223.8104 | fax 515.223.0622 | shive-hattery.com



Table 1: Estimated Trip Generation

Land use (ITE Code)	Gross Floor or Leasable Area (1,000 SF)	Dwelling Units (EA)	Average Rate	Vehicle Trips
<b>Residential Condominium / Townhouse (ITE Code 230)</b>				
Average Daily Traffic (50% in / 50% out)	--	79	5.81	230 in 230 out
AM Peak Hour (17% in / 83% out)	--	79	0.44	10 in 30 out
PM Peak Hour (67% in / 33% out)	--	79	0.52	30 in 15 out
<b>Quality Restaurant (ITE Code 931)</b>				
Average Daily Traffic (50% in / 50% out)	4.3	--	89.95	195 in 195 out
AM Peak Hour (50% in / 50% out)*	4.3	--	0.81	5 in 5 out
PM Peak Hour (67% in / 33% out)	4.3	--	7.49	35 in 10 out
<b>Specialty Retail Center (ITE Code 814)</b>				
Average Daily Traffic (50% in / 50% out)	17.0	--	44.32	380 in 380 out
AM Peak Hour (48% in / 52% out)	17.0	--	6.84	55 in 65 out
PM Peak Hour (44% in / 56% out)	17.0	--	2.71	20 in 30 out

*\*ITE Trip Generation does not include directional information for this time period, due to the low volumes expected, a 50% split was assumed.*

The estimated traffic generated by the proposed development was added to the existing peak hour traffic for the AM and PM Peak Hour traffic models. The traffic models were also updated to include southbound left turns out of the proposed development. Synchro 7.0 was used to complete the traffic modeling.

Peak hour traffic volumes for existing and proposed conditions are found in **Figure 1** and **Figure 2**. The proposed traffic distribution assumes that approximately 90% of the traffic enters/exists from Melrose Avenue and that approximately 50% of the traffic travels from/to the east on Melrose Avenue, 10% travels to/from the south on Sunset Street, and 40% travels to/from the west on Melrose Avenue.

Figure 1: Existing Peak Hour Traffic Volumes

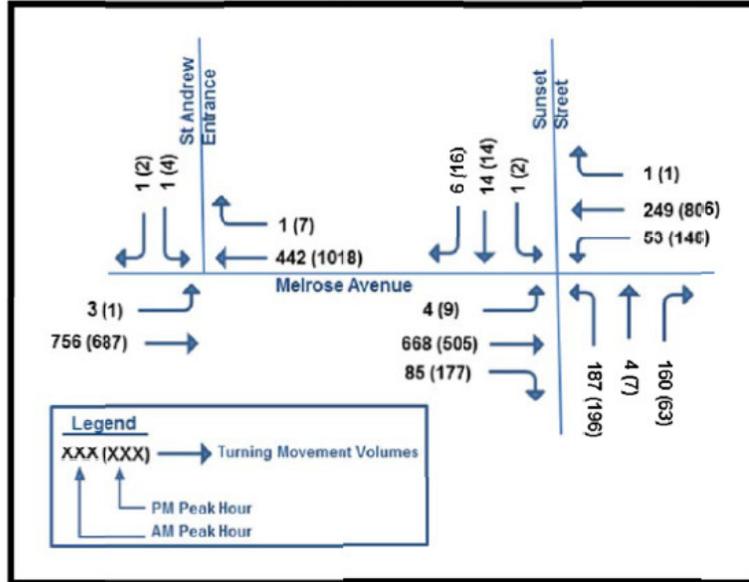
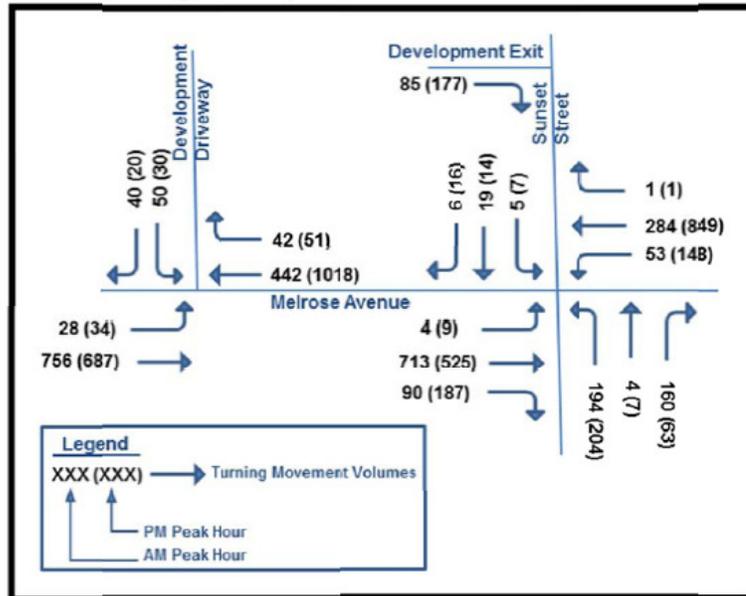


Figure 2: Proposed Peak Hour Traffic Volumes



Because the proposed development entrance now includes a southbound left turn movement, a planning-level traffic signal warrant analysis was completed for the development's entrance on Melrose Avenue. It was determined that the requirements of the peak hour volume warrant (Signal Warrant 3) would not be satisfied at the intersection with the proposed traffic added to the system. **There would need to be approximately 50 more vehicles exiting the development in either the AM Peak Hour or the PM Peak Hour to satisfy Signal Warrant 3.** However, due to the proximity of the intersection to the Melrose Avenue and Sunset Street intersection, traffic modeling was completed to analyze the feasibility of adding traffic signalization to enhance the operation of the two intersections during peak hours of the day. Analysis was completed for both unsignalized conditions and signalized conditions for the proposed entrance.

Because there is property owned by the University of Iowa located north of the proposed development that would use the development's entrance on Melrose Avenue when developed, traffic signalization would likely be warranted based on traffic volumes alone once that property is developed.

The Synchro traffic modeling that was completed resulted in the values for delay and Level of Service that are presented in **Table 2**. For reference and comparison, **Table 3** includes the results from the previous traffic analysis that compared operation of the Melrose Avenue and Sunset Street intersection between existing conditions and re-aligned geometry with no change in land use at the St Andrew property. The re-aligned geometry model included the elimination of the current north/south split phasing as well as the all-way pedestrian phase.

**Table 2: Intersection Delay and LOS (with proposed development)**

Intersection	Unsignalized @ Main Entrance				Signalized @ Main Entrance			
	AM		PM		AM		PM	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
<b>Melrose Ave / Main Entrance*</b>	65	F	>120	F	39	D	38	D
<b>Melrose Ave / Sunset St</b>	51	C	23	C	21	C	23	C

*Delay = Seconds per vehicle*

\*Reported values are for southbound left turn movement

**Table 3:  
Melrose Avenue & Sunset Street Level of Service (Geometric Changes to Intersection, No Land Use Change at St Andrew Property)**

Intersection	Existing Geometry				Re-aligned Geometry			
	AM		PM		AM		PM	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
<b>Melrose Ave / Sunset St</b>	23	C	79	E	19	B	20	C

*Delay = Seconds per vehicle*

As presented above, traffic exiting the proposed Main Entrance on Melrose Avenue will include lengthy delays during the AM and PM peak hours of the day if the intersection were to be left unsignalized. Delays for exiting traffic become manageable if the Main Entrance is signalized with the proposed development. Also, even if the Sunset Street and Melrose Avenue intersection were to be re-aligned and the signal phasing to be improved, eastbound traffic is still expected to back-up through the Main Entrance intersection during the AM peak hour. The combination of heavy eastbound traffic and left turning traffic exiting the proposed development could result in a safety issue during the AM peak hour. Similarly, the combination of the left turning exiting traffic and the heavy westbound traffic in the PM peak hour could also cause safety issues. **Therefore, it is recommended that traffic signalization be installed at the Main Entrance on Melrose Avenue if the southbound left turn is provided at the Main Entrance.**

The following summarizes the previous traffic modeling results as well as this analysis:

- If the Melrose Avenue and Sunset Street intersection is re-aligned, the north/south split phasing and all-way pedestrian phase could be eliminated. These modifications would allow additional "green-light" time to eastbound and westbound traffic during peak hours of the day, reducing average vehicular delay and increasing Level of Service. It is recommended to re-align the Melrose Avenue and Sunset Street intersection in conjunction with the proposed development.
- Traffic signals would not be warranted based on traffic volumes at the Main Entrance of the proposed development on Melrose Avenue. An additional 50 vehicles per hour during either the AM peak hour or the PM peak hour would result in traffic signals being warranted.
- Although not warranted based on traffic volumes alone, it is recommended that traffic signalization be installed at the Main Entrance on Melrose Avenue if southbound left turns are provided at the Main Entrance. If traffic signalization is not provided at the Main Entrance, there is expected to be safety issues with the exiting left turning traffic conflicting with the heavy through traffic on Melrose Avenue during peak hours of the day.

Please let me know if you have any questions on the information included in this memorandum.

## Public Correspondence

As requested by the University Heights City Council, MPO staff has been collecting public input related to the One University Place Planned Unit Development (PUD) for 1300 Melrose Avenue. Attached is all correspondence received between May 10<sup>th</sup> and July 6<sup>th</sup> (correspondence received prior to May 10 was submitted for City Council review at the May 10, 2011 City Council meeting). Of the 15 emails received, seven seem generally opposed to the PUD as submitted or request that the process be slowed. The remaining eight emails seem to generally support the PUD as submitted; several of which offer suggestions for improvement.

Correspondents generally *opposing* the PUD (several emails had multiple authors):

- Pat Bauer
- Gretchen Blair
- Greg & Rachel Prickman
- Robert & Della Ruppert
- Andy Dudler
- Ann Dudler
- Alice Haugen
- Mr & Mrs Ed Fischer
- Carol Howard

Correspondents generally *supporting* the PUD:

- Jim Lane
- Jane Gay
- Michael Flaum
- Renee Goethe
- Patricia & Verne Kelley
- Ila Zimmerman
- Silvia Quezada
- John McLure

*Attachments (no order)*

As requested, I have reviewed the plans as they currently stand for the site, and while I generally approve, there are a few points I would like to see addressed.

The area in front of building one is among the most important aspects of this development for the current residents of UH. It's the place where the future residents of this new development will mix and mingle with their neighbors, and the place where UH residents should be able to meet up casually. From the drawings, I can't tell exactly what is planned for this site. Originally, the drawings included a fountain in the area now called the Gateway Feature; is this element still a part of the design? If not, it should be.

Outdoor tables are important, but if they are attached only to businesses, they won't serve the purpose of a publicly accessible meeting area. What are the intended purposes of these tables? Will the area around the fountain include benches and chairs for casual passers-by? Scattering tables and chairs, even benches, around among the planters would make the area more inviting, and locals and residents alike could have lunch outside on nice days. If UH would approve it, perhaps even vendors with carts - such as seen on the ped mall downtown - could be persuaded to set up there, with ice cream or grilled sandwiches. UH would benefit from the licensing of such businesses; the area would benefit from the availability of inexpensive lunch options.

Is there any way to increase the amount of green in front of building one? I see trees and planters indicated, but very little garden or grass space. To warm up these buildings, which currently look stark and imposing, ornamental trees, balconies with planters, and other landscaping features would help.

Finally, I am still concerned about the plans for businesses in building one. Will the commercial uses for these areas meet the desires of UH residents? Law offices and realtors would add tax dollars to the local area, but won't enhance the quality of life of the locals. A florist, a high-quality ice cream shop or bakery, a good sandwich shop - these are things we would love to see. Please don't let us down.

Thank you for all the work you've done on this project. I still wholeheartedly endorse the project, but I hope the desires of the local residents won't be forgotten in the rush to get the money stuff figured out.

Best,

Renee Goethe  
103 Highland Dr.

I think the plan looks good. I am in favor of this development, and I thank all those who have been involved in making the design something that will serve the community well.

--

Michael Flaum  
901 Melrose Ave

I approve and support the One University Place PUD as submitted.

Jane Gay  
106 Koser Ave

Overall the changes to the PUD have improved the development and traffic impact on the community. Mr. Maxwell and Mr. Munson have done a good job in listening to the concerns of the University Heights citizens and have addressed those issues.

Below are some areas of concern that you might consider as well as input on decisions, which are still to be made. This is input from myself and other citizens in the community with whom I have discussed the development.

1. Additions to the prohibited retail businesses might include smoke shops and check cashing businesses. The exclusion of businesses with drive through windows should be considered.
2. Lighting on perimeter areas should meet code, but not excessively exceed it. The impact of lighting on the nearby residents and the residents living in the development is an important consideration.
3. An additional sidewalk on the west side of North Sunset does not appear to have value. The construction of the sidewalk would be too close to the ravine and have a negative impact on the slopes around the ravine. This does not refer to the sidewalk on the west side of the ravine.
4. More information on trash disposal for the site is needed. Hours of trash pickup by outside trucks limited to 7am to 5 pm are also an option to consider.
5. A water spray or fountain in the Central Plaza may not be desirable due to safety and ongoing maintenance concerns. One option for the plaza would be an open paved space with minimal planters so that there are places for the community residents to gather.
6. If it were necessary to install a traffic light on Melrose west of Sunset for turning into the development, would it be possible to limit hours of operation of the traffic light? Perhaps from 6:30 am to 8:30 am and 4pm to 6:30 pm, which are high traffic periods, could be options. This would keep the traffic light from shining into residents' home early in the morning and late at night plus keeps traffic moving in lighter traffic periods.
7. What will be done to restrict run off into the ravine during construction of the development?

Thanks,

Jim Lane

May 27,2011

TO: the University Heights City Council

WE have reviewed the new proposal for the Maxwell development noted in correspondence of April 27. WE support this modified plan; it reduces the size and saves all or most of the ravine. WE believe an upscale condo would be a nice addition to our neighborhood. If this plan is not approved I fear the University would purchase the land, as they have the first right of refusal, they own land on two sides of it, and no other developer has shown interest. If the University owned the land our planning commission and city council would have no say or authority as to what the land is used for, as we do with private developers. Further, it would provide no taxes for us. The Church is non-taxable too, but they have provided so many valuable services for us that it made up the difference. I urge the council to support the plan for University One Place.

Sincerely,

Patricia and Verne Kelley

376 Koser Ave

After reviewing the PUD, I feel it is a good plan

Ila Zimmerman

1468 Grand Avenue Iowa City, IA 52246

I am very pleased with the Planned Unit Development (PUD) proposal for One University Place. The PUD brings to life a vision of prosperity for the future of our small town. The windfall of tax revenues that the City would reap from this development make it a golden opportunity for the citizens of University Heights. In the event that Saint Andrew Presbyterian Church decides to sell their current building and property, I sincerely hope that the University Heights City Council will have sense enough to embrace this PUD and move forward with the realization of the One University Heights proposal.

I am aware that there are various vocal citizens within University Heights who object to the One University Heights development because of aesthetic reasons. To these people I would like to say that my back yard faces a large apartment complex just across Emerald Street and these neighbors never cause me a bit of trouble. I think that people need not fear the new neighbors that One University Heights would bring to our small town. We can still live together peacefully and harmoniously. And with the added tax revenue coming in to the City coffers, thanks to these new neighbors, we will be financially stronger for years to come!

John McLure  
415 Koser Avenue  
University Heights

Dear UH Clerk:

The UH's website continues to be inaccessible. As a result, I submit my PUD comments to your attention for appropriate processing into the public file for the above referenced matter. I support the proposed development plan and urge the City Council members to adopt the plan. The current plan provides UH an opportunity to further define its character as a post-modern community and provide amenities to the larger UH community (e.g., UH City Council space, trail, retail). My only reservation regarding the project involves the terms and conditions of the projected rental units. However, I trust the Council will work collaboratively and diligently to ensure UH continues to promote community development, even if it involves a mix-use building.

Sincerely,

Silvia

Although much remains to be said about the proposed project I will focus on three areas in this note.

1. **The ravine.** The present proposal is an improvement over the previous ones (it preserves a large number of trees and is legal, to name two points of improvement). However it was formulated without any community input so far as I know. The residents most affected by the project would prefer *a five-way junction, with the current north leg of Sunset closed by removable bollards and a four way junction into the project made by extending Sunset in a straight line.*

This would serve multiple purposes:

- Preserve the residential character of the northern leg of Sunset and Grand Avenue
- Allow entry into the project at an intersection with a stop light (the PUD directs all entering traffic at the middle of the block, through the existing southwest driveway).
- Preserve more of the trees, including the oldest oak which is probably providing structural support to the ravine
- Avoid the eight foot retaining wall currently proposed and allow a more stable configuration

The developer will probably object that this configuration will cut into the proposed plaza. If so he will be confirming the point that has been made since 2009 that the project is too big for the site. A petition signed by the neighbors will be presented at the council meeting in June.

2. **TIF.** Tax increment financing is a device to allow less well off communities to develop dilapidated areas by receiving some of the tax monies that would have gone to the other bodies normally receiving new tax income.

TIF is wholly inappropriate in this situation. The site is not dilapidated and University Heights has the highest average income, property values and education levels of Johnson County. To use a TIF for this project is theft from our neighbors and a developer bail-out.

The developer will probably object that the project is not financially viable without a TIF. If so he will be confirming the point that has been made since 2009 that the project is not economically viable on this site.

3. **Businesses in the mixed use building** This project is opposed by much of the community and was only made possible by a vote from a councilor rejected by the town at the first opportunity they had to express their choice. The support that the project does enjoy stems principally from the hope that it will provide businesses that will serve the community, such as restaurants or a coffee shop, and a grocery store or community market. To make the project benefit the community in at least some measure the final PUD should include provisions that ensure that such businesses are not merely encouraged but required.

The developer will probably object that the project is not financially viable with such businesses. He however was presenting this project from the beginning as offering such businesses to the community and should not be allowed to do a bait and switch.

--

Regards,

Alice Haugen  
1483 Grand Avenue

Dear Mayor From & UH Council Members:

I have been a resident of UH for almost a quarter of a century and have a family legacy dating back to 1948, when my cousin, Clayton Eden, built our house at 205 Koser.

I do not feel that the mayor and some of the city council are listening or representing their constituents. At a recent council meeting, Jerry Zimmerman asked Mayor From and Councilwoman Yeggy if there was ANYTHING that could be said to waiver their support for One University Place -- without pause, they both responded "NO." This should cause every UH resident concern and to question the representation we are receiving from our mayor and some of the council.

This is not the first time that a project has been proposed that caused concern in the community. In recent years there have been proposals for Grandview Court and the University Athletic Club, and now the St. Andrew property. What feels different this time is how little the council is willing to listen to or work with the neighbors, community and other interested parties. Month after month, members of the community spend hours sitting through council meetings where their concerns and comments go unheard. The hundreds, if not thousands, of hours that the community has spent in meetings and preparations for meetings is monumental. UH residents should not have to attend every council meeting and stay until the bitter end to "watchdog" the council and make sure that key measures are not changed after most of the audience leaves the public portion of council meetings.

To those who support the current plan for One University Place -- Do you think that a majority of UH residents still support the project, including the TIF? Given the results of the Fall survey, the special election, recent letter to the editor from Donald Baxter, and the number of people that show up at the council meetings voicing concern over the project - I seriously doubt that there is overwhelming community support for this project. I would like to see a current list of supporters. The only supporters I have seen at recent meetings are Jim Lane (sometimes with his wife, Cathy) -- but as the appointed council member who voted in favor of the zoning change that allowed this project to proceed, I believe that he should be REQUIRED to attend all meetings surrounding this project. The only other UH resident who has attended recent meetings in support of the project is Joe Frankel and I am curious to know if he supports the project with the TIF.

For the record, I do not support:

- the current proposal for One University Place,
- the PUD, or
- Tax Increment Financing for the project. If you approve a TIF, it should not include tax abatement for the developer.

I feel that the issues and questions that have been raised by other UH residents including Larry Wilson, Pat Bauer, Alice Haugen, and others, need to be addressed before this project is allowed to proceed. Why lock UH into an agreement now? There is no guarantee that the St. Andrew congregation will vote to sell the property to Jeff Maxwell. There is no need to rush this process, unless the current mayor and some of the council really do have something to gain by their actions and are afraid that they won't still have the power following the November 2011 election.

Show me that you are listening and that you are interested in hearing the concerns of the community - SLOW DOWN!

Don't move forward until the property has been sold and a proposal in the best interest of the community has been submitted.

Most sincerely,  
Ann Dudler  
205 Koser Ave  
University Heights

Dear Council Members and Staff,

Many eloquent words have been written about the possible development on the St. Andrew Church property, so I will keep my letter short and direct.

I am opposed to the One University Place planned unit development. It is simply too big for the size of the property. Size and mass do matter in University Heights. This will change this part of our community in ways that we cannot predict. This project needs to be scaled down to fit in with our community. I also think that neighboring property owners should be compensated for any decrease in property values.

I am also opposed to the use of any Tax Increment Financing plan for this project. It does not make any sense to me to build high-end housing with taxpayer money.

To the current City Council, please use of your influence to keep this possible development in line with the promises of the developer.

Most sincerely,

Andy Dudler  
205 Koser Avenue  
University Heights

Dear City Clerk

I am writing to request that the council postpone any decisions on the PUD until after the November election. This seems reasonable given the results of the community consensus last November.

My concerns remain the same for noise during and after construction, potential crime, lighting and at least 79 more vehicles to add to traffic that is already too heavy. I'm also concerned about Maxwell's expertise as a developer. To my knowledge, he's had no prior expertise in this area, and some members of the council see no problem with him using our community as an experiment. I view this as a substantial risk where there is no room for failure.

Sincerely  
Gretchen Blair  
51 Prospect Place

June 3, 2011

University Heights Councilors and Mayor,

The planned development at the St. Andrew's church site continues to cause concern for us. While there are features that may be appealing, the project as a whole seems fraught with problems. We continue to be concerned that the current UH City Council is overly beholden to the wishes of a single developer, when the property has not yet even been sold.

We are writing to express our concerns, and to add our voices to those calling for a delay in approval of the PUD until after this November's election. Our concerns are best summarized by the document prepared by Pat Bauer that presents, in checklist form, the numerous issues that are in need of serious attention. Given these many issues, given the fact that the property has not been sold, given the controversy over the developer's desire for TIF incentives, and given the fact that the development as proposed continues to divide the community, a pause in the process until after the election is a reasonable course of action.

We write collectively as two families from very different demographics—one that has lived in the neighborhood for many years, that has seen many changes come and go; and one that is relatively new to the area, raising young children in what we have always felt to be a special place. We represent different generations, but we are united by our concerns over this development, and resist those who would make this a young-versus-old argument. We value our community, both its traditions and its future, and ask you once again to slow this process down, consider its specifics more carefully, and listen to the concerns of your citizens over the concerns of a developer.

Sincerely,

Greg Prickman, 321 Koser Ave.

Rachel Prickman, 321 Koser Ave.

Robert Ruppert, 314 Koser Ave.

Della Ruppert, 314 Koser Ave.

University Heights City Council

As posted by at least one other commenter, we also request that the City Council postpone further action on One University Place until after the next general election.

Mr and Mrs Ed Fischer and Carol Howard  
228 Highland Dr  
University Heights, Iowa

Dear Mike,

Initially, I greatly appreciate the time you devote to making sure submitted materials are widely available to all via the city's web site. It's always difficult to evaluate things being presented for the first time at a meeting, and it's frequently very useful to be able to review things more carefully thereafter.

Upon bringing up the computer-generated "spring views" < <http://www.university-heights.org/BuildZoneSanit/OUP/spring%20views.pdf> > I was reminded that Kathie Belgum had mentioned that they didn't include a view from her property. Going back to the "summer views" submitted to the zoning commission < [http://www.university-heights.org/BuildZoneSanit/zoning/07-22One\\_University\\_PlacePPT.pdf](http://www.university-heights.org/BuildZoneSanit/zoning/07-22One_University_PlacePPT.pdf) >, I was struck by the impact of the "full foliage" views presented there (at PDF pages 36-38) and the resulting "softening" produced by leaving views from that position out of the sequence presented at last Tuesday's meeting (an effect furthered by a renumbering (at PDF pages 9-12) of the views being brought forward so that what was "summer view 7" became "spring view 6").

Although I recall Mr. Monson may have responded to Kathie Belgum's point by some reference to the change in the design of the exit onto North Sunset, viewed side-by-side the two sets of views suggest that spring views from her property would have decidedly unflattering. While it may be understandable that applicants will take advantage of opportunities to present their project in the best light possible, that dynamic needs to be kept in mind by those responsible for assessing the impacts their proposed project will have on others.

The passage of three weeks will have involved a further budding out of the trees in question, but in view of the foregoing circumstances it might well be appropriate to request the preparation of a "late spring/early summer" view from the position where Kathie Belgum was be seeing things for years to come.

Best regards,

Pat

MEMORANDUM

TO: Mayor, Council, and Staff

FROM: Josiah Bilskemper, P.E. (Shive-Hattery, Inc.) 

DATE: June 8, 2011

RE: City Engineer Staff Report #1  
One University Place PUD Submission (05.25.11)

This memo provides a list of comments, questions, and recommendations based on a review of the PUD Submittal referenced above.

**GENERAL SITE**

1. We recommend that an additional plan sheet be submitted that shows the proposed site features scaled back, and highlights the existing property lines, the proposed Sunset right-of-way, the building setback lines, and all of the existing and proposed easements (along with information on easement types and widths) on the site, as well as those adjacent to the site to the west where sanitary sewer construction is proposed to occur. Any required temporary construction or temporary access easements should also be shown. It is difficult to distinguish all of these lines on the current plans.
2. The widening of Melrose Avenue to accommodate a turn lane at the main development entrance pushes the south curb of Melrose Avenue closer to the existing 4-foot sidewalk. This will further compound issues with snow removal from the street being pushed onto the sidewalk. We recommend that the project include a relocation of this sidewalk to the south edge of the Melrose right-of-way from Sunset Street to at least Birkdale Court.
3. Page 9 of the submittal details the pavement widening along Melrose Avenue, and shows 4 to 5-feet of pavement being added on each side. We recommend consideration be given to sawcutting some portion of the existing outside street panels to create more uniform jointing dimensions for the new paving.
4. As the widened pavement sections taper down, full panels will need to be replaced instead of narrow slivers of new concrete.
5. What type of materials would be used to construct the bus shelter? Recommend the materials match the look and feel of the front building.
6. There are building elevations shown on Page 4 and Page 10 that are slightly different. Please confirm the Finished Floor (FF) elevation of each building, and provide elevation call-outs on Page 11 and 17 per the attached.
7. There are several retaining walls shown on the site. The type of retaining wall, as well as top of wall and bottom of wall elevations are needed to evaluate the required construction impact, as these are typically near steep slope areas.
8. The rear patio structure of the back building projects out into the 20-foot rear yard.

Project #111102-0



9. What types of site and utility credits are being considered with respect to LEED certification?
10. Has there been a geotechnical report completed for the site?

#### **OFF-STREET PARKING**

11. There are 52 above grade parking spots shown on Page 8 and 9 of the submittal. Of these spaces, there are 2 designated handicap stalls that share a common aisle. The dimension of these parking spaces is 9-feet by 19-feet. The city's zoning ordinance states that off-street parking spaces shall be at least 9-feet wide and 20-feet long.
12. At the front building, there are 55 underground parking spaces shown on Page 13 of the submittal. These spaces measure 9-feet by 18-feet, with a 24-foot drive aisle. There are no designated handicap stalls indicated.
13. At the back building, the Lower Level Parking shows 55 spaces measuring 9-feet by 20-feet, with a 20-foot drive aisle. The Upper Level Parking shows 57 spaces measuring 9-feet by 20-feet, with a 20-foot drive aisle. There are no designated handicap stalls indicated.
14. The current parking count is 52 spaces above grade (including 2 ADA stalls), and 167 underground spaces. Total spaces are 219.

#### **GENERAL UTILITIES**

15. Where would the proposed new signals be located at the Melrose/Sunset intersection? Would there be a need to acquire additional right-of-way at any of the intersection corners for new signals?
16. The sanitary sewer line to be constructed west of the site along Melrose Avenue will require removal and replacement of the entire 8-foot sidewalk, the Birkdale Court street crossing, the Athletic Club entrance drive, and runs directly through an existing segmental block retaining wall. The excavation required for this line and the manhole structures encroaches on the north lane of Melrose Avenue. Please provide additional detail on how this work is to be accomplished.
17. Page 12 of the submittal lists 58 residential units in the back building, 21 residential units in the front building, and 6 commercial units in the front building. If constructed this way, this results in 170 separate meters (gas and electric) to be placed somewhere on the building. We recommend that the building design be coordinated with Mid-American Energy to dedicate interior space to locate these meters. The location and construction of these interior spaces would need to be coordinated with Mid-American Energy requirements for this type of installation.
18. There is a storm sewer outlet into the middle of the east ravine, with pipes proposed to be bored underneath the protected slope areas. How would the contractor get access into the ravine to work within the critical slope areas without crossing through the protected slope areas? Based on the proposed elevations at the storm manhole to be placed at the bottom of the ravine, the excavation required would get into the adjacent protected slope area.

19. The proposed water main, sanitary sewer, and storm sewer management plans are still being evaluated at this time. An additional engineering memo will be issued to complete review of these systems.

## SENSITIVE AREAS

20. In accordance with the Sensitive Areas Ordinance (#128), there are several submittals required.
- a. The first submittal would be the "Sensitive Areas Development Plan", which is to be submitted to the city for approval. This document shows the field survey of the existing site only, and delineates all of the steep, critical, and protected slope areas as defined by the ordinance. It is the city's opportunity to review the developer's layout of the various sensitive areas on the site. Once this plan is approved, it is used as an overlay for the next submittal.
  - b. It is also to indicate any buffer zones around these areas. The existing ordinance does not define or provide any guidance for buffer zones, but is typically some distance around an area that likewise, remains undisturbed. Currently there are no buffers shown.
  - c. The "Existing Conditions Plan" on Page 3 of the submittal shows the slope areas delineated on the existing site. The existing contours within the site were obtained from aerial topography, and after evaluation of the site survey AutoCAD surface, we recommend several adjustments be made to the sensitive areas zones at both the east and west edge of the site. The attached drawings show our proposed revisions.
  - d. We also recommend that when field survey data is taken of the site, the new contours be reviewed, and the "Development Plan" be revised accordingly to reflect site conditions.
21. The "Sensitive Areas Site Plan" and "Grading Plan" are next submitted for approval.
- a. These drawings would show the previously approved "Development Plan" to evaluate how the new construction and grading would impact these areas. These plans should show not only the final product, but indicate areas needed for construction storage, construction entrances and exits, job trailers, and any other areas on site that will need to be utilized to accommodate the construction process.
  - b. If the proposed new construction involves disturbing any of the sensitive areas and their buffer zones, this drawing will identify the size and location of these areas. The city council would then determine to what extent, if any, they would allow these areas to be disturbed.
  - c. The city may want to address whether any mitigation or replacement should be required if the plan is shown to disturb ground containing steep or critical slopes. The ordinance does not address this question, and as such may be a topic of negotiation.
  - d. The "Grading Plan" on Page 4 of the submittal indicates that almost all of the slope areas delineated along the west edge of the property will be disturbed, and that the bottom and south edge of the east ravine would be disturbed by construction.

22. Based on our recommended adjustments to the "Development Plan", it looks like the proposed project encroaches onto areas defined as "Protected Slopes" along the west edge of the property, at the south edge of the east ravine, and by the storm sewer work within the east ravine.
23. Per Section 3.C of the current ordinance, the only way development activities may be allowed upon protected slopes is if all of the following four conditions are met:
  - a. They have been "previously altered by human activity..."
  - b. "...a geologist or professional engineer can demonstrate to the University Heights City Council's satisfaction that development activity will not undermine the stability of the slope..."
  - c. "...the City further determines the development activities are consistent with the intent of the Sensitive Areas Ordinance."
  - d. The University Heights City Council approves a submitted Development Plan, Grading Plan, and Sensitive Areas Site Plan.
24. The ordinance indicates that protected slopes that have not been previously altered by human activity "shall not be graded and must remain in its existing state, except natural vegetation may be supplemented by other plant material."

Please let me know if you have any question, thanks.

JDB



South Elevation

cast stone

Low-E glazing w/  
aluminum frames

cast stone

limestone



East Elevation



North Elevation



West Elevation

PEAK =

ROOF =

FF =

0 16' 32' 64'



SCALE: 1/32" = 1'-0"

**PROPOSED HEIGHT**

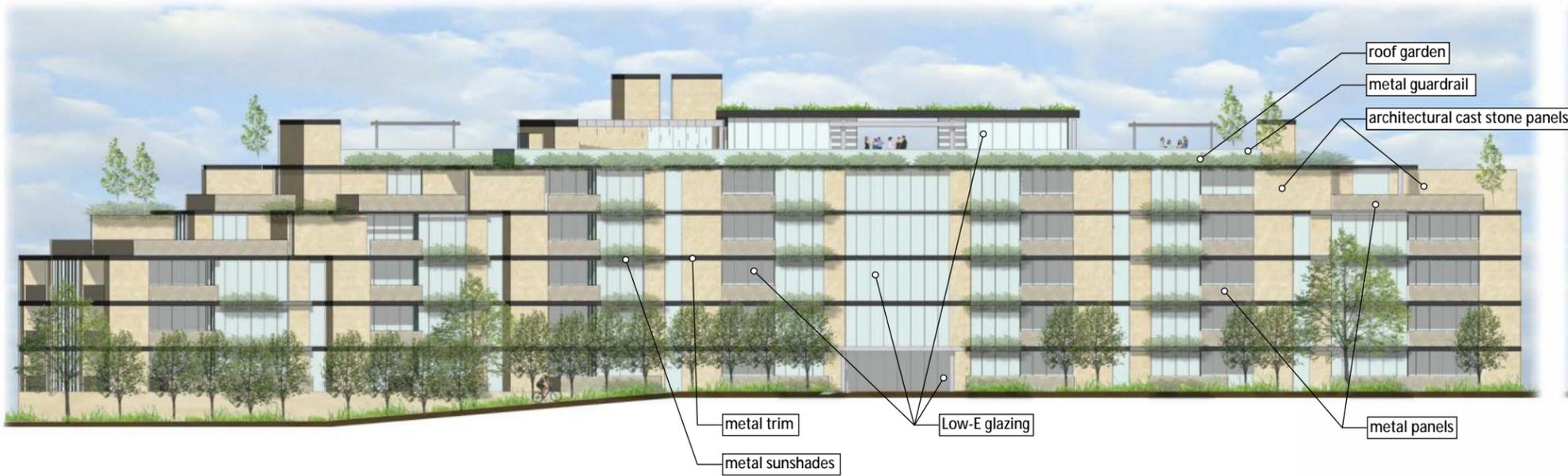
1 STORIES @ 13'-0"  
 1 STORIES @ 11'-0"  
 ROOF/ATTIC @ 14'-0"  
 TOTAL HEIGHT 38'-0"

**MATERIAL POSSIBILITIES**

Limestone/Cast Stone  
 Low-E Glazing

**ONE UNIVERSITY PLACE**

Neighborhood Commercial/Condo Building Elevations



South Elevation



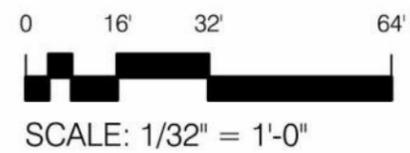
East Elevation



North Elevation



West Elevation



**PROPOSED HEIGHT**  
 5 STORIES @ 10'-0"  
 1 STORY @ 12'  
 TOTAL 62'-0"  
 ELEV. PENTHOUSE 12'-0"  
 TOTAL HEIGHT 72'

10'-0"  
 12'  
 62'-0"  
 12'-0"  
 72'

**MATERIAL POSSIBILITIES**  
 Architectural Cast Stone Panels  
 Low-E Glazing  
 Metal Sunshades  
 TPO/Roof Garden

# ONE UNIVERSITY PLACE

Multi-Family Residential Condo Building Elevations

**PROPERTY LINE (TYP)**

**"PROTECTED"**

**"CRITICAL"**

**STEEP SLOPE  
(18%-25%)**

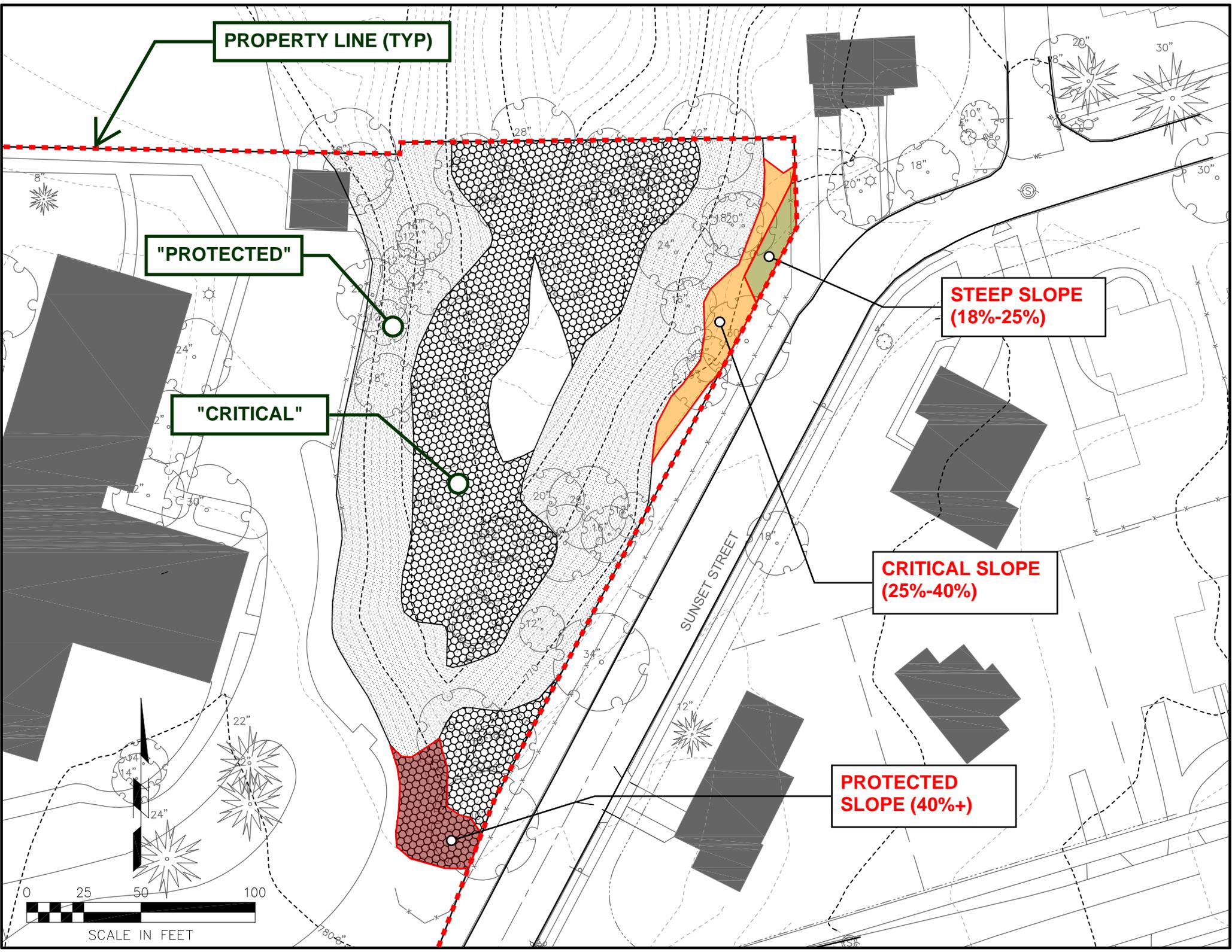
**CRITICAL SLOPE  
(25%-40%)**

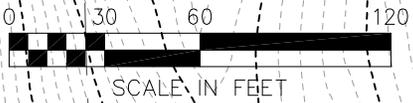
**PROTECTED  
SLOPE (40%+)**

SUNSET STREET



SCALE IN FEET





**STEEP SLOPE  
(18%-25%)**

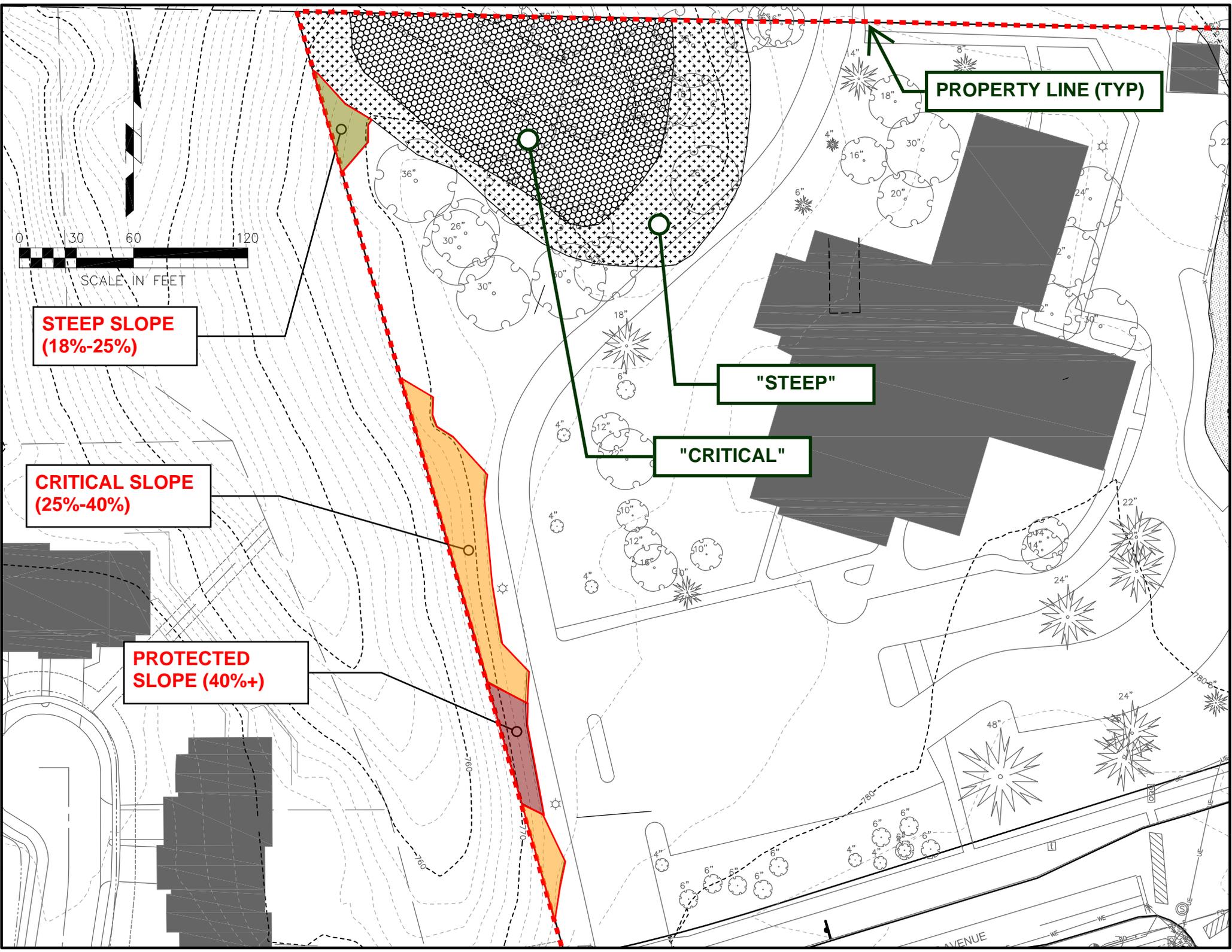
**CRITICAL SLOPE  
(25%-40%)**

**PROTECTED  
SLOPE (40%+)**

**PROPERTY LINE (TYP)**

**"STEEP"**

**"CRITICAL"**



MEMORANDUM

TO: Mayor, Council, and Staff

FROM: Josiah Bilskemper, P.E. (Shive-Hattery, Inc.) 

DATE: June 13, 2011

RE: City Engineer Staff Report #2  
One University Place PUD Submission (05.25.11)

This memo provides a list of comments, questions, and recommendations based on a review of the public utilities (water, sanitary, storm) as well as gas and electric services (Mid-American Energy) for the PUD Submittal referenced above.

**WATER MAIN**

1. The Utility Plan (Page 7) was reviewed with representatives of the Iowa City Water Department.
2. There is one 16-inch water main running along the south edge of Melrose Avenue, the current plans show two water mains on the south side of Melrose. The existing water service that feeds the church building will need to be disconnected and closed shut off directly at the existing water main at the south edge of Melrose Avenue.
3. If the water main through the site is to be public, a dedicated water main easement needs to be provided. This appears to be included, provide confirmation of the easement type and width.
4. There is an existing water main that dead-ends at the intersection of Grand Avenue and Sunset Street (north of the site). As part of the project, the new water main at the east edge of the site needs to also be extended along Sunset Street to the north edge of the realigned paving so these can be connected in the future.
5. The development will require separate water meters for each unit, unless the total water bill is to be billed to the association, in which only one meter would be required. These could be placed in a common utility location with gas and electric meters.
6. Water meters can be placed inside the building in a dedicated utility room, and access needs to be provided to Iowa City Water Department via key or card access to this utility room. There could be a utility room on each floor with meters for each floor if desired.
7. Anticipate that one fire line and one domestic service line will be required at each building. These services are required to be tapped off the water main loop through the site.
8. There is no flow test data on the existing water system at the site. A flow test will need to be completed at the site to verify whether there is enough pressure to serve the development. Depending on the pressure available, a booster pump may be needed at the rear building to provide enough water pressure at the upper floors.



## **SANITARY SEWER**

9. The Utility Plan (Page 7) was reviewed with representatives of the Iowa City Wastewater Department
10. If the sanitary sewer line through the site is to be public, a dedicated sanitary sewer easement needs to be provided. This appears to be included, provide confirmation of the easement type and width.
11. If the sanitary sewer line is to be public, there needs to be a minimum cover of 5 to 5.5-feet over the sewer line. Sanitary manhole #4 is very close to this minimum cover requirement, and sanitary manhole #5 does not meet this requirement. Additional cover is needed at the north end of this line.
12. Based on the proposed connection of sanitary sewer to the west, the current system can handle the flows from the proposed development.
13. The proposed sanitary sewer connects to an existing manhole at the south edge of the Athletic Club parking lot. The sanitary sewer from Birkdale Court also enters this manhole. It should be verified that there is not a conflict with these two services entering the structure at the same location.
14. Construction and materials of the sanitary sewer, structures, and connections to be according to City of Iowa City standards.

## **STORM SEWER**

15. The drainage calculations submitted for the proposed development acknowledge the city's Post-Construction Storm Water Runoff Control Ordinance (#169) as the design guidelines for the site design, and are based on the "Iowa Stormwater Management Manual" (this ordinance adopted this manual as the storm water management standards of the City of University Heights).
16. We recommend that the watersheds of the existing site (pre-developed condition) be revised into four quadrants (N, E, NW, SW) per the attached sketch to reflect the natural drainage patterns. The actual division of roof runoff from the existing church should be verified.
17. Please include the "channel length" alignments on the pre- and post-developed maps for review, as well as the source data for curve number values and Manning's n roughness coefficients.
18. We agree that the existing east ravine area can be left out of the calculations of pre and post-development, as it is to remain the same before and after.
19. We recommend that the sum of the pre-developed watershed areas equal the sum of the post-development watershed areas so that an equal comparison can be made when reviewing pre and post-development run-off rates.
20. We recommend that the maximum allowable release rate for the east and northwest ravines (the two locations where collected water is proposed to be released) be based on the "East" and

“Northwest” watershed areas. The “North” and “Southwest” watersheds do not discharge to these same points, and therefore shouldn’t be included in the pre-development condition.

21. We recommend that an updated post-development watershed drawing be submitted with the current storm sewer layout and routing. Update any calculation sheets as necessary.
22. The storm water detention design (underground 60” diameter RCP pipes) detains the water for extended periods of time. This addresses water quality by allowing sedimentation to occur (removal of suspended particles from the water column by gravitational settling). How are these structures to be maintained to prevent clogging and blockage of the outlet orifices since the diameters are so small (0.75-inch, 1.75-inch, 3-inch)? The Landowner or Developer will be responsible for maintaining the storm water facilities in an effective state for 25-years after completion of construction.
23. There are a number of required submittals included in Ordinance 169, including the Stormwater Management Plan (169.10), Maintenance and Repair Plan (169.10), Landscaping Plan (169.10), Drainage and Design Calculations (169.11), As-Built Plans (169.11), recorded permanent Maintenance Easements ensuring access to all stormwater BMP’s at the site for the purpose of inspection and repair (169.12), and permanent recorded Maintenance Agreements (169.12). With the exception of the as-built plans, all of these will be required before a construction site permit would be issued.
24. Additional dedicated easements should be shown around the storm water BMP’s and outlet structures for maintenance, inspection and repair.
25. We recommend that consideration be given to up-sizing all the storm sewer on the south side of the front building to 10-inch diameter, and potential re-routing or clean-outs due to the underground bends and tees that occur outside of the intake structures.
26. Drainage Manhole #2 and #3 have inlet pipes with steep slope and potential for high-velocity inlet flow. Provide manhole design for these structures as needed to handle forces.
27. What erosion control measures are being considered for the storm sewer flared end outlets? They should be designed based on the worst case scenario where the stage outlets are plugged and the water flows over the internal weir structures.
28. The plans indicate no storm intakes to be constructed on the realigned portion of Sunset Street; water is to flow in the gutters to the north. Drainage calculations will need to be provided confirming there is no need for storm intakes along this street.

## **MID-AMERICAN ENERGY**

Combined review comments on gas and electric services provided by City Engineer Josiah Bilskemper and Mid-American Energy (MAE) Customer Technician Butch Forbes.

### Existing Conditions Plan (Page 3)

29. This sheet indicates there are two 20-foot wide existing easements (Iowa-Illinois Gas and Electric) running north and south across the existing property. These may have been released at some time in the past. If there is documentation that these are still legally in place, a copy could be submitted to MAE for review to determine if they could now be released.

30. The existing gas line shown running along the north side of Melrose Avenue continues east past Sunset Street, and is a 100-lb gas main that is dedicated to the UI Power Plant.
31. There is an existing gas main running along the south side of Melrose Avenue that is not shown on the Plan. This line continues east along Melrose Avenue beyond Sunset Street, and also runs south along the east side of Sunset Street.
32. The existing gas main shown on the east side of Sunset Street north of Melrose Avenue (in front of Kathy Belgum's home) continues south across the Melrose intersection, and connects to the aforementioned gas line on the south side of Melrose Avenue. It does not connect to the high-pressure gas main on the north side of Melrose Avenue.
33. The existing gas service to the church building comes from the southeast corner of the Melrose and Sunset intersection; it is not tied into the north side gas main as shown.
34. An underground electric line is shown running across the north end of the east ravine. MAE is not aware of any service on this alignment.
35. The electric service to the current building comes from the overhead pole shown just east of the building.

Utility Plan (Page 7)

36. Gas

- a. The gas service will need to be connected to the gas main that runs along the south side of Melrose Avenue.
- b. The gas line will need to have a 10-foot minimum utility easement as it runs through the site.
- c. The gas line will need to be offset a minimum of 5-feet from the water main.
- d. Once the gas loads are known for each building, this information can be submitted to MAE, and they will conduct a "system study" to verify that they can serve the development off the existing gas mains. If any upgrades are needed, the size of the gas main on the south side of Melrose Avenue would need to be upsized back to the Melrose Border Station located west of Mormon Trek Boulevard.
- e. The results of the "system study" will also verify the required size of the transformers on site. At minimum, these are anticipated to be 10'x10' concrete pads, with a transformer 6 to 7-feet in height.
- f. The gas main should extend all the way to the north property line along the west entry drive. The gas service line would be sized to handle future development to the north if it were ever to be extended.
- g. It is possible that if an occupant has a high required gas load (i.e. some types of restaurants), they would require a large size meter set, which would require additional space.

37. Electric

- a. The overhead lines along Melrose Avenue are a major feeder circuit, therefore it is anticipated that the existing lines can provide the development with electric service.
- b. The electric service will need to have a 10-foot minimum utility easement as it runs through the site. The gas and electric service can share the same trench and the same utility easement when they are together.
- c. Regarding the easements, it is an option to declare the type and width of utility easements to be provided, show the anticipated alignments on the drawing, and then actually draft the easements based on the "as-built" location of these utilities as they are being installed.
- d. The electric service will not be able to connect as shown to the existing pole on the south side of Melrose Avenue because it has an overhead transformer and can't be used for a high voltage riser. A new pole would need to be set, probably to the east between the two existing poles, and service would come from this location.
- e. The electric service needs to be loop feed. There will also need to be a connection to the new overhead utility pole shown at the northeast corner of the realigned intersection.
- f. The electric meters will need to be near the transformers. Adjust the transformer location as needed depending on the location inside or outside each building where the meters are to be installed.
- g. Continuous HDPE conduit will be required for the electric lines around the site.
- h. Conduit for electric service is to be 42 to 48-inches below grade.

38. Meters

- a. Gas meters can be stacked in rows of two; electric meters can be stacked in rows of four. This applies whether they are placed on the outside or inside of the building.
- b. There will need to be a gas meter and electric meter for each tenant.
- c. If meters are placed inside the building, they will be at the bottom level of each building (parking areas). Depending on the number of gas and electric meters (and possibly water meters) placed inside in the parking areas, a number of parking spaces may be lost.
- d. If gas meters are placed inside the building, the service line will have to come above grade outside the building and into the regulator before it goes inside the building to the various meters.

39. General Comments

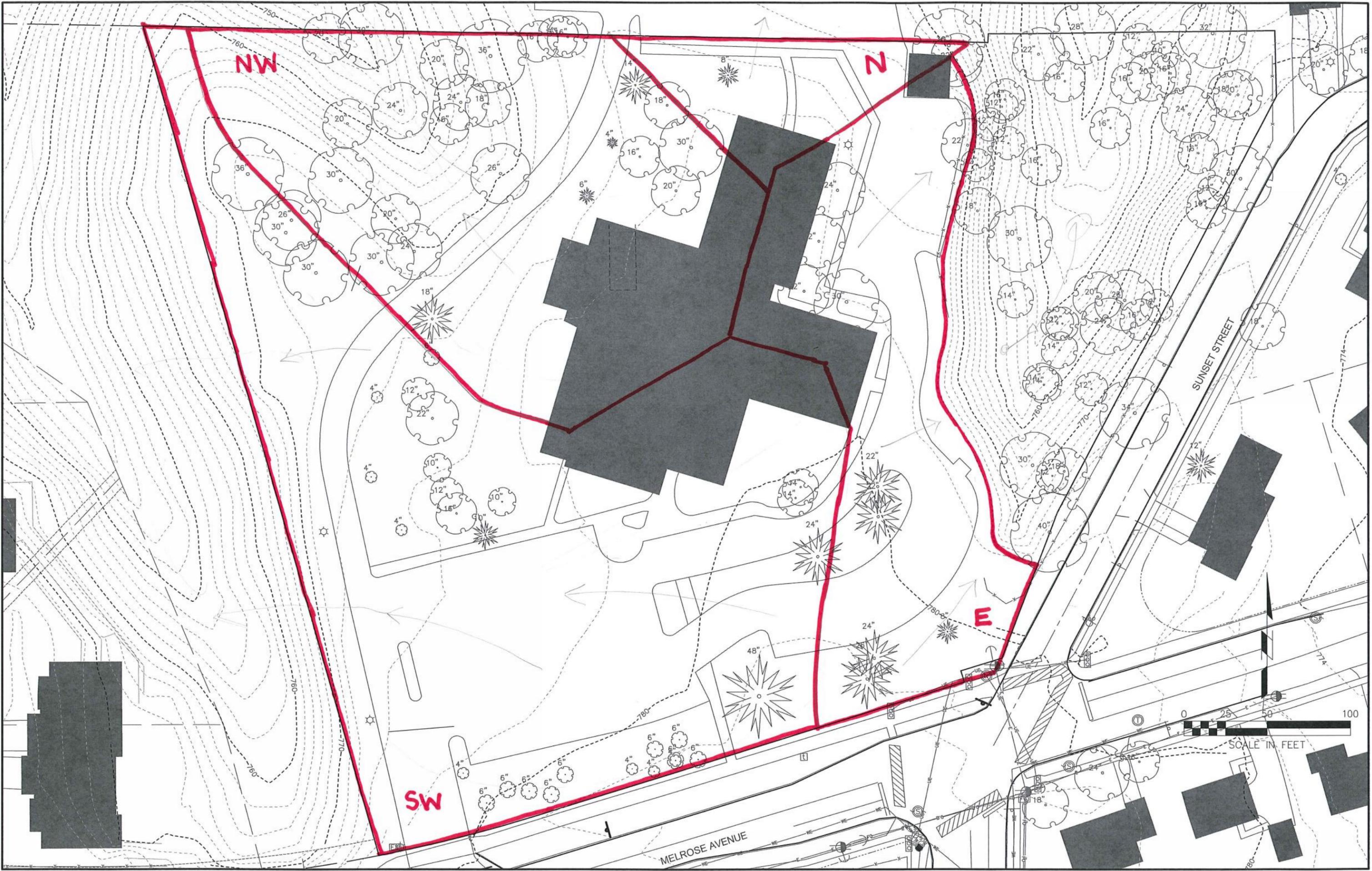
- a. Gas and electric lines should not be routed under retaining walls, maintain 3-foot clearance from these structures.
- b. One of the challenges of the proposed site regarding electric facilities is the realignment of the intersection. The current overhead pole on the north side of the intersection

provides service to the existing traffic signals. This pole sits in the middle of what would be the realigned street. There is a new overhead pole shown at the northeast corner of the intersection, which is in the same general location where one of the new traffic signal masts is likely to be located. When traffic signals include overhead lights, this typically conflicts with the overhead utility lines. Higher utility poles or different alignments may be needed.

- c. Other options for providing electric service and/or eliminating overhead poles at this location may be considered, but involve many other factors, including the possibility of needing to obtain additional right-of-way, obtaining utility easements from private property owners, or both. Other issues to be addressed when moving overhead electric to underground is the placement of above ground transformer boxes, as well as the rewiring of existing homes who currently have overhead service that would need to be converted to underground service.
- d. Additional coordination will be required to maintain temporary power to the site during the construction period (until the new service lines are installed and functional).

Please let me know if you have any question, thanks for your time.

JDB





City of  
*University Heights*  
Police Department

1004 Melrose Avenue  
University Heights, Iowa 52246

Telephone/Fax (319) 887-6800

[www.uhpolice.org](http://www.uhpolice.org)

Ronald R. Fort, Chief of Police

To: Steven E. Ballard  
Attorney for the City of University Heights

Date: 06-09-11

Re: St Andrew Development Proposal

I have been asked by the City Attorney for University Heights to issue a report on any comments or concerns the University Heights Police Department has on the proposed development at the corner of Sunset and Melrose.

I met with Al Wells in 2009, who is a part of the group who have been discussing this project. He stated that a UH resident requested that he look at what could be done to restrict Grand Avenue access to the condominium building by vehicular traffic. We came up with a sign that would designate Grand Avenue as a "NO ACCESS TO ONE UNIVERSITY PLACE" and post two signs, one at Golfview and Melrose and another on Grand and Golfview. There also would be a "RIGHT TURN ONLY" sign posted on Sunset where the traffic from the development exits and a raised concrete median shape is proposed to direct traffic south, away from Grand Avenue. This would be enforceable by this department. This still seems to be in place so the traffic should not be an issue.

The type of stores and the number of condo units do not raise any major concerns with the police department.

It is my opinion the University Police Department will be able to accommodate the proposed increased residential and commercial uses on this site without any undue impacts on the department.

This opinion is based on the current set of plans Steve Ballard provided to me on 06-09-2011.

Sincerely,

A handwritten signature in cursive that reads "RF".

Ron Fort,  
University Heights Chief of Police

**Steve Ballard**

---

**From:** Terry Goerdt [Terry-Goerdt@iowa-city.org]  
**Sent:** Monday, June 13, 2011 6:53 AM  
**To:** Steve Ballard (ballard@lefflaw.com)  
**Subject:** One Melrose Place

Good morning Steve.

I have reviewed the proposed development at the above stated address. Per the zoning ordinance and the PUD it looks as though it is in compliance with the University Heights Zoning Ordinance. I did not review the plans for building code items since I do not have an actual set of construction drawings.

As per setbacks, building heights and building separation look as though they will meet code. I am a little concerned about the critical slope areas and the building placement in these areas, may need more information when construction drawing are submitted.

The other thing I noticed is there a storm water detention pond on site? There is an awful lot of roof and paved area which leads to a lot of water run off. How is that going to impact the revine? Is the City's storm sewers going to be able to handle the increase flow?? Just a thought.

Thanks

**TERRY J. GOERDT**  
**CERTIFIED COMBINATION INSPECTOR**  
**CITY OF IOWA CITY**  
**(319)356-5124**

## June 2011- Mayor's Report

2011 MPO- Johnson County Area Trails maps are available at the city office and I will have some at the June 14th council meeting.

### May 18<sup>th</sup> MPO- JC, TTAC meeting-

Every other year, the Metropolitan Planning Organization of Johnson County (MPO) administers a grant process to apportion federal Surface Transportation Program (STP) and Transportation Enhancement (TE) funds. This year is the time to get requests. A point system was voted on by the TTAC committee when considering these requests.

### May 25<sup>th</sup> MPO-JC, Urbanized Area Policy Board Meeting-

Voted to add a 15<sup>th</sup> member to the Board, a second member from the city of North Liberty due to their population increase.

### May 25<sup>th</sup> Emergency Management Meeting-

Board evaluation of EMA director, Dave Wilson. Received reports of how Johnson County is helping out tornado areas.

May 26<sup>th</sup>- Received letter from U.S. Department of Commerce- U.S. Census Bureau.

## IA - University Heights city

Population	
Total Population	1,051

### Population by Sex/Age

Male	532
Female	519
Under 18	180
18 & over	871
20 - 24	174
25 - 34	239
35 - 49	157
50 - 64	170
65 & over	119

### Population by Ethnicity

Hispanic or Latino	29
Non Hispanic or Latino	1,022

### Population by Race

White	983
African American	11
Asian	35
AIAN	0
NHPI	3
Other	1
Identified by two or more	18

### Housing Status

( in housing units unless noted )

Total	512
Occupied	474
Owner-occupied	326
Population in owner-occupied ( number of individuals )	732
Renter-occupied	148
Population in renter-occupied ( number of individuals )	319
Households with individuals under 18	101
Vacant	38
Vacant: for rent	3
Vacant: for sale	22
Vacant: for seasonal/recreational/occasional use	5

## June '11 – City Attorney's Report

### 1. PUD Submittal.

- As the Zoning Commission and Council considered the request to rezone the property that is the subject of Jeff Maxwell's PUD proposal, each body incorporated all of the comments, submissions, and remarks made at prior meetings of either body.
  - Adopting such a motion saves members of the public and Council from having to repeat each and every point made previously if they desire a particular point to be part of the Council's public record. The Council may wish to adopt a motion that incorporates the input from the rezoning process into its record on the PUD consideration.
  - If a Council member desires to make such a motion, I suggest something along the lines of this:

I move that the Council adopt and incorporate by reference into its present record on the Jeff Maxwell PUD consideration the public comments, submissions, and remarks by citizens, Mr. Maxwell and his representatives, Zoning Commission members, and the Mayor and Council at the prior Zoning Commission and Council meetings when the application to rezone the property in question was considered.

- Mr. Maxwell's revised PUD submittal has been distributed to various City service providers and staff.
  - I have received written reports from Chief Ron Fort and from Terry Goerd; they are attached.
  - The Coralville Fire Department asked for some additional detail on the site plan, so I put CFD in touch with Ron Amelon at MMS Consultants, the engineering firm working with Mr. Maxwell.
  - I am awaiting reports from Johnson County Refuse (snow removal); the City of Iowa City (transit services as well as water and sewer); MidAmerican Energy; and Mediacom.
- I have circulated a preliminary development agreement to Mr. Maxwell's lawyer, Tom Gelman, for consideration. There are several items that I would like to work through with Mr. Gelman before requesting some direction from the Council concerning what items (additional or different) the Council may wish to see in the agreement. I anticipate having a draft agreement to the Council later this week, along with a request for additional information from the Council.

- Mayor From and I spoke with John Danos by phone to discuss the procedure for considering the TIF proposal that has now been received. Mr. Danos will be in attendance at the Council meeting tomorrow night to answer questions, and he will also be at the work session June 28.
  - Pursuant to the Council’s direction in May, I will publish notice of a public hearing to be held July 12 regarding the PUD. Such a hearing is required before the Council may take action on the PUD (that is, vote to approve, deny, or approve on condition). Having the hearing July 12 does not require that the Council take action at that meeting, but the Council will be in a position to do so if it desires, from the standpoint of Ordinance No. 180.
2. **Agreement with Johnson County for SEATS Services.** You will be considering Resolution No. 11-05, which authorizes the Mayor to sign the renewal of the 28E Agreement with Johnson County for SEATS services. The Resolution and Agreement are attached. The Agreement provides for annual fees of \$8,443.89, the same cost as last year. One proposed change this year is a fuel surcharge of five cents (\$0.05) per mile if average fuel cost per operating mile is more than forty-five cents (\$0.45) per mile. That proposed change is found on unnumbered page 2 of the 28E Agreement, para. No. 3 under “Duration, Compensation and Termination”. Other terms remain the same.
  3. **Agreement with Iowa City for Transit Services.** You will be considering Resolution No. 10-12, which authorizes the Mayor to sign the renewal of the 28E Agreement with Iowa City for transit services; the proposed contract price is \$33,156.00, an increase of .008% over present fiscal year’s cost of \$32,892. The Resolution and the Agreement are attached. The Agreement provides for a 1.8% cost increase. Other terms remain the same.
  4. **Request to UI for Help with Game Day Clean Up.** As you may have heard, the Iowa City Planning and Zoning Commission recommended that the Iowa City City Council direct staff to meet with representatives of The University of Iowa to discuss and address trash, litter, and public urination problems on home football game days. The recommendation concluded that UI “has the primary responsibility to address these issues” and called for more trash containers, litter clean-up and portable toilets. I wanted to bring this to the Council’s attention in the event University Heights also wanted to approach UI about these issues. A copy of an email with the Iowa City Planning and Zoning Commission’s action is attached for your reference.
  5. **Resolution Adopting fund Balances Policy – GASB Statement 54.** Steve Kuhl suggests that the Council adopt a policy concerning authority to establish committed and assigned fund balances. A particular ‘statement’ from the Government Auditing Standards Board (Statement 54) specifies such a policy. The policy identifies who has authority to establish the circumstances regarding committed and assigned fund balance amounts. A summary of the

GASB statement and some Power Point slides are attached, as is Resolution No. 11-07, which establishes a policy.

Leff/SEB/UH/UH Atty Reports/UHAttyRept June '11 legal report

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THE FY2012 AGREEMENT BETWEEN JOHNSON COUNTY, IOWA AND THE CITY OF UNIVERSITY HEIGHTS, IOWA FOR THE PROVISION OF PARATRANSIT SERVICE WITHIN THE COPROPRATE LIMITS OF UNIVERSITY HEIGHTS**

WHEREAS, Chapter 28E, Code of Iowa (2010), provides, in substance, that any power which may be exercised by a public agency of this state may be exercised jointly with another public agency having such power; and

WHEREAS, it is in the mutual interest of Johnson County, Iowa and the City of University Heights, Iowa to encourage the use of public transit by residents of University Heights; and

WHEREAS, the parties have negotiated a contract for paratransit service in FY2012 at a rate of \$8,443.89, a copy of which is attached and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, IOWA:

1. The attached FY2012 28E Agreement for paratransit services between Johnson County, Iowa and the City of University Heights, Iowa is hereby approved, and the Mayor of the City of University Heights, Iowa is hereby authorized to execute four (4) originals and the City Clerk to attest same on behalf of the City of University Heights, Iowa.
2. The County Auditor is directed to file a copy of said agreement with the Secretary of the State of Iowa and the Johnson County Recorder, as required by Iowa Code Chapter 28E.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Louise From, MAYOR

ATTEST: \_\_\_\_\_  
Christine Anderson, CITY CLERK

**28E Agreement for Paratransit Service Between the  
City of University Heights and Johnson County for the Period of  
July 1, 2011 through June 30, 2012**

This Agreement is made and entered into by and between the City of University Heights, Iowa (hereinafter referred to as "the City") and Johnson County, Iowa (hereinafter referred to as "the County").

**Scope of Services, Purposes and Objectives**

The County shall provide to the City through Johnson County SEATS paratransit service consistent with the Americans with Disabilities Act and the policies of the Johnson County Council of Governments Paratransit Plan.

**General Powers, Responsibilities and Rights**

1. Paratransit service shall include any paratransit trips originating or ending within the corporate limits of the City of University Heights.
2. Paratransit service shall be available throughout the same hours and days as fixed route service for the City. The current hours of the City's fixed route service are 6:00 a.m. until 10:30 p.m., Monday through Friday; 6:00 a.m. until 7:00 p.m. on Saturday; and 8:00 a.m. until 2:00 p.m. on Sunday. The City shall inform the County of any modification in hours of its fixed route service at least 30 days prior to any change in the hours of its fixed route service. The paratransit service shall operate on a holiday schedule consistent with the holidays of the City's fixed route service.
3. Paratransit service shall be operated as a door-to-door service. Service will be in compliance with the "SEATS Riders Guide" as amended.
4. The paratransit service shall be operated with a fare which shall be twice the fixed route fare. Paratransit fares collected shall be retained by the County.
5. The City will make determinations of rider eligibility based upon a certification process. Johnson County SEATS shall notify the City of request for ADA certification on a weekly basis at which time the applicant shall be entitled to continue use of SEATS for a 21-day grace period. It shall be the City's responsibility to notify Johnson County SEATS as to whether the applicant is ADA eligible. Otherwise, the applicant shall remain eligible for paratransit service.
6. Johnson County SEATS shall maintain reporting statistics required by the Federal Transit Administration National Transit Database (formerly Federal Section 15 system). In addition Johnson County SEATS shall provide a management information system consisting of information for each trip provided. The City may request miscellaneous reports to assist it in its evaluation of SEATS services. These reports shall not create an undue administrative burden on SEATS management.

7. Johnson County SEATS shall comply with the Federal Transit Administration Drug and Alcohol testing requirements and shall be responsible for any and all costs associated with said drug and alcohol testing requirements. Johnson County seats shall comply with any other requirements of the Federal Transit Administration. Johnson County SEATS employees shall have all commercial drivers licenses required by law. Due to the possibility of federal capital assistance, exhibit A is attached and incorporated by this reference.
8. The County shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all claims, suits, liabilities, judgments, costs or expenses, which may in any way be made or claimed against the City in consequence of this agreement. The County shall at its own expense provide insurance protection with respect to this indemnification agreement.

#### **Duration, Compensation and Termination**

1. The term of this Agreement shall commence on July 1, 2011 and continue for one year though and including June 30, 2012.
2. The City agrees to pay the County \$8,443.89 for the provision of paratransit service in FY2011. This amount shall be the total City funding to the County for SEATS service in FY2012. Monthly payments of \$703.66 shall be due on or before the 15th of each month, with first said payment due in July of 2011.
3. The City of University Heights agrees to pay a five cent (\$.05) fuel surcharge to Johnson County SEATS when the average fuel cost per operating mile exceeds forty five cents (\$.45) per mile for a one month period. The fuel surcharge shall be applied to the number of revenue miles of paratransit service Johnson County SEATS provides for the City of University Heights. After the initial forty five cents (\$.45) per mile bench mark is met, an additional five cent (\$.05) charge shall be applied for each ten cent (\$.10) increase in fuel cost per operating mile. Johnson County SEATS will bill the City of University Heights for the previous month's additional fee after receiving the fuel bill and figuring the average cost per revenue mile. This payment is in addition to all other payments required by the contract.
4. Termination of this Agreement may be affected by either party upon written notice to the other party at least 45 days prior to the date of termination.

#### **Extent of Agreement, Amendments and Responsibility for Filing**

1. No separate legal entity is established by this Agreement.
2. This Agreement is between public agencies contracting to perform governmental service pursuant to Iowa Code section 28E.12.
3. This agreement represents the entire agreement between the City and the County for paratransit service. It may be amended only by written agreement signed by both parties.

4. Johnson County shall file this 28E agreement and any amendments with the Secretary of State in electronic format.

CITY OF UNIVERSITY HEIGHTS, IOWA

JOHNSON COUNTY, IOWA

By: \_\_\_\_\_  
Louise From, Mayor

By: \_\_\_\_\_  
Pat Harney, Chairperson  
Board of Supervisors

ATTEST: \_\_\_\_\_  
Chris Anderson, City Clerk

ATTEST: \_\_\_\_\_  
Tom Slockett,  
County Auditor

CITY ACKNOWLEDGEMENT

STATE OF IOWA        )  
                                  )ss:  
JOHNSON COUNTY     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public in and for the State of Iowa, personally appeared before me Louise From  
and Chris Anderson, to me personally known, and, who being by me duly sworn, did say  
that they are the Mayor and City Clerk , respectively of the City of University Heights,  
Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the  
corporation, and that the instrument was signed and sealed on behalf of the corporation,  
by authority of its City Council, as contained in Resolution No. \_\_\_\_\_  
passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and  
that Louise From and Chris Anderson acknowledged the execution of the instrument to  
be their voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires:

COUNTY ACKNOWLEDGEMENT

STATE OF IOWA        )  
                                  )ss:  
JOHNSON COUNTY     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public in and for the State of Iowa, personally appeared Pat Harney and Tom  
Slockett, to me personally known, and, who, being by me duly sworn, did say that they  
are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the  
County of Johnson, Iowa; that the seal affixed to the foregoing instrument is the  
corporate seal of the corporation, and that the instrument was signed and sealed on behalf  
of the corporation, by authority of its Board of Supervisors, as contained in the Motion  
adopted by the Board of Supervisors on the \_\_\_\_ day for \_\_\_\_\_, 20\_\_\_\_,  
and Pat Harney and Tom Slockett acknowledge the execution of the instrument to be  
their voluntary act and deed and the voluntary act and deed of the corporation, by it  
voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires:

## **EXHIBIT A**

Because federal funds may be used to support the SEATS paratransit contract, University Heights and Johnson County SEATS hereby agree to the following required federal clauses:

ADA Access The Contractor agrees to provide transportation services consistent with the Americans with Disabilities Act (ADA) and comply with the provisions of the Act applicable to the facilities used for and the personnel policies applicable to staff involved in the administration of any contract issued pursuant to a solicitation by this recipient or subrecipient of Federal transit assistance. In particular, the Contractor's project manager shall be responsible for assuring that "reasonable accommodations" are made to ensure compliance with the provisions of the ADA in regard to service provision, hiring and managing personnel as well as workplace accessibility. The employment provisions of ADA require that reasonable accommodations be made in existing worksites to allow a qualified employment candidate with a disability to access the workplace and perform their job duties.

Under the ADA, it is also incumbent upon the Contractor to assure that any "accessible vans or buses" and the ancillary equipment that such vans or buses are required to be equipped with by 49 CFR Part 37 Subpart B Subsection 37.23, i.e., to satisfy the ADA's mobility aid user accessibility provisions, are inspected and properly maintained. As such, the Contractor is required to provide appropriate vehicle maintenance and staff training under this contract with a subrecipient of Federal transit assistance. This training must assure that vehicle operators have acquired skills in communicating with assisting persons with disabilities, are proficient in passenger assistance techniques, operation of vehicle level change devices, securement systems, public address systems and other access-related equipment.

Vehicle operators shall be required to report any access equipment problems as soon as possible. And, the Contractor shall make repairs to access equipment as soon as possible, preferably on the day following a report of deficiency or malfunction report. Any vehicle with inadequate or malfunctioning access equipment shall not be kept in service if a deficiency presents a heightened risk of passenger or vehicle operator injury. And, such a vehicle shall not be returned to revenue service until access equipment deficiencies are remedied. The Contractor shall cooperate with transit system, as well as State or Federal agency staff, or assessment contractors of agencies with oversight responsibility for assessment of whether the Contractor is complying with the provisions of the ADA. Such assessments shall require Contractor's staff to meet with oversight personnel and provide access to documentation relating to policies and instructions for access equipment pre-trip cycling, staff training, as well as access equipment operation, reliability and maintenance. Contractor shall permit drivers and administrative staff to be interviewed by persons performing ADA compliance assessments.

### Drug Use and Testing - Alcohol Misuse and Testing Requirements

The Contractor agrees to comply with all applicable Federal regulations governing workplace drug use and alcohol misuse in the transit industry. Specifically, the

Contractor shall establish a Drug Use and Alcohol Misuse Policy acceptable to the transit agency purchasing services pursuant to this solicitation or contract award and conforming with the Federal Transit Administration (FTA) regulations. These regulations are detailed in 49 C.F.R. Part 665 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit" as amended. Contractor shall comply with these regulations mandating testing of safety-sensitive employees for the use of drug and the misuse of alcohol in violation of law or Federal regulation, and prohibits performance of safety-sensitive functions when there is a positive test result. The Contractor shall as well comply with U.S. DOT regulations detailed in 49 CFR Part 40, Revised and corresponding Technical Amendments, that set standards for the collection and testing of urine and breath specimens from safety-sensitive employees. Contractor's employees shall be provided with the training required by these regulations as well as access for review, upon request, to the Federal regulations and Contractor's Policy on Prohibited Drug Use and Alcohol Misuse.

#### Fly America Requirement

The Vendor/Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) and regulations promulgated by the General Services Administration, at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. This provision shall be included by the Contractor in all subcontracts that may involve international air transportation.

#### Charter Bus Requirements

The Contractor agrees to comply with 49 U.S. C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions detailed at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental." I.e., it must not interfere with or detract from the provisions of mass transportation.

#### School Bus Requirements

Pursuant to 49 U.S.C. Section 5323 (f) and 49 CFR Part 605, which provide that recipients and subrecipients of FTA assistance are prohibited from providing school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

#### Energy Conservation Requirement

The Vendor/Contractor bidder shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act.

#### Clean Water Requirement

Each Vendor/Contractor, by signing the Certificate of Compliance with Terms of Service under this Request for Architectural and Engineering Qualifications (RFQ) is obliged under penalty of law to perform such services using materials, and under conditions that comply with the federal, state and local clean water regulations governing said production. As such, the Contractor agrees to comply with and perform construction oversight that are the Contractor's responsibility to assess whether work performed by construction contractors is compliant with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq. The contractor also agrees to report each violation to the Purchaser and understands and agrees that the Purchaser must, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Vendor/contractor is required to include these requirements in each subcontract exceeding \$100,000 financed, in whole or in part, with Federal assistance provided by a contract awarded under this solicitation and assisted by FTA.

#### Lobbying Disclosure Requirements and Prohibition

Pursuant to the Byrd Anti Lobbying Amendment, 31 U.S.C.1352, as amended by the Lobbying Disclosure Act of 1995, P.L.104-65 [to be codified at 2 U.S.C 1601,et seq.], vendors/contractors/EM's who submit a bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying ." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying disclosure Act of 1995 who has made lobbying contacts on its behalf with nonfederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### Access to Records and Reports Requirements

In accordance with 49 CFR 18.36(I), the Vendor/contractor and any vendor acting on its behalf in this solicitation agree to provide the Iowa Public Transit System awarding a contract, the Iowa Department of Transportation, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to any contract awarded pursuant to this solicitation for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR Part 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO contractor, access to Contractor's records pertaining to contracts awarded that involve a major capital project, as defined at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. section 5307, 5309, or 5311.

The Contractor agrees to permit any of the parties described in the preceding paragraph to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under any contract awarded pursuant to this solicitation for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the Iowa DOT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

#### Federal Changes

The Contractor or vendor awarded a service contract pursuant to this solicitation agrees to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (6) dated October, 1999) between the Purchaser and the Iowa DOT as required by the Grant Agreement form the FTA to the Iowa DOT as they may be amended or promulgated from time to time during the term of the contract awarded pursuant to this solicitation. Contractor's failure to so comply shall constitute a material breach of this contract.

#### Clean Air

The Contractor, by signing the Certificate of Compliance with Solicitation Requirements, is obliged under penalty of law to manufacture the bus being offered in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.7401 et seq. The FSM agrees to report each violation the Purchaser and understands and agrees that the Purchaser must, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor is required to include these requirements in each subcontract exceeding \$100,000 financed, in whole or in part, with Federal assistance provided by a contract awarded under this solicitation and assisted by FTA.

#### Recycled Products

The Contractor shall develop construction specifications and building plans that, to the extent practicable utilized recycled products and, at a minimum require construction contractors to perform work in a manner that complies with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962) including , but not limited to, the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, insofar as these requirements are applicable to any item so designated by the Environmental Protection Agency (EPA), or material used to produce said item(s), that was designated in Subpart B of 40 CFR Part 247. insofar as the Purchaser acquired \$10,000 or more of one of the items EPA designates in the fiscal year during which a contractor awarded a contract for project construction is authorized to

commence work or when the cost of such items purchased by the Contractor during the previous fiscal year was \$10,000 or more.

#### No Federal Government Obligation to Third Parties

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Any Contractor/firm submitting qualifications pursuant to this solicitation agrees to include the paragraph/provision immediately above in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the provision shall not be modified, except to identify the subcontractor who will be subject to this provision.

#### Program Fraud and False or Fraudulent Statements and Related Acts

- (1) Each Contractor/ firm submitting qualifications in response to this RFQ are obliged to comply with the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, at 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations “program Fraud Civil Remedies,” 49 CFR, Part 31. Upon execution of the underlying contract (accepting a contract awarded pursuant to this solicitation), the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract is being manufactured or work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the clauses delineated as (1) and (2) above in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

#### Termination

- (1) Termination for Convenience (General Provision)

Any transit system/ Purchaser that awards a professional service contract incorporating this provision may terminate such contract, in whole or in part, at any time by written notice to the Contractor when it is in the Transit System's/Government's best interest. The Contractor shall be paid its cost, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Transit System (or other Purchaser) to be paid to the Contractor. If the Contractor has any property in its possession belonging to a Purchaser, the Contractor will account for such property and return or dispose of such property as directed by and at the cost of the Purchaser. .be paid its costs

(2) Termination for Default[Breach or Cause](General Provision)

If the Contractor does not deliver work as per the terms of this solicitation or any contract awarded thereof in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Purchaser may terminate his contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Purchaser that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Purchaser, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure General Provision

The Purchaser in its sole discretion may in the case of termination for breach or default, allow the Contractor a specified period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Purchaser's satisfaction the breach or default or any of the terms covenants, or conditions of the Contract within ten (10) business days after receipt by Contractor or written notice from the Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Government-wide Debarment and Suspension

Each prospective Contractor must submit an appropriately prepared, and signed certification regarding any debarment action or other factors relevant to the firm's, or any its principal's, eligibility to participate in federally funded projects. .By signing and submitting this bid or proposal, the prospective lower tier participant (contractor/ vendor)

is providing the certification as per the instructions delineated at 29 CFR part 29, Appendix B.

#### Civil Rights Requirements

- (1) Nondiscrimination – In accordance with Title VII of the Civil Rights Act as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C, Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue
  
- (2) Equal Employment Opportunity: Contractors/, or subcontractors thereof , performing lower tier contract services must be an equal opportunity employer as defined in the Rights Act of 1964 and in Iowa Executive Order Number Fifteen. The successful firm, in accepting the offer of a professional service contract under terms of this solicitation, certifies that its officials shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The successful firm shall also take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. The following requirements apply to the underlying contract:
  - (a) Race, Color, Creed, National Origin, Sex - In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 53432, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (that implement Executive Order No. 11246, Equal Employment Opportunity as amended by Executive Order No;11375, “amending Executive Order 11246 relating to Equal Employment Opportunity, “ 42 U.S.C. Section 2000e note) , and with any applicable Federal statutes, executive orders, regulations and Federal policies that may affect manufacturing activities undertaken in the course of producing the buses being purchased. The Contractor agrees to take such affirmative actions as may be necessary to ensure compliance. These actions shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U,S,C. Section 5332, the Contractor agrees to refrain form discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) Disabilities – In accordance with Section 102 of the Americans with Disabilities

Act, as amended, 42 U.S.C. section 12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, " Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, " 29 CFR part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor agrees that it shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified, only if necessary, to identify the affected parties and clarify the responsibilities entailed.

#### Transit Employee Protective Agreements

The Contractor agrees to comply with:

- (1) applicable transit employee protective requirements as follows:
  - (a) General Transit Employee Protective Requirements - to the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b) , and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements for this subsection (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals with disabilities authorized by 49 USC Section 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. Section 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this provision.
  - (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. Section 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. – If the contract this provision is incorporated by involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. Section 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. section 5310(b) are necessary or appropriate for the state and the public body subrecipient for which work is perform on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S. C. Section 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S. C. Section 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S. C. Section 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operation financed in whole or in part with Federal assistance provided by FTA.

#### Breaches and Dispute Resolution

If the vendor awarded a contract (i.e. Contractor) pursuant to this solicitation abandons, or before completion, discontinues that project; or if by reason of any of the events or reason, the commencement, prosecution, or timely completion of this project by the vendor is rendered improbable, infeasible, impossible, or illegal, the IPTS may, by written notice to the vendor, suspend any or all of its obligations under the contract until such a time as the event or conditions resulting in such suspension has ceased or been corrected, or the agency may terminate any of its obligations under the contract.

Upon receipt of a final termination or suspension notice, the vendor shall proceed promptly to carry out their actions required which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and. (2) furnish a statement of the status of the project activities and contracts and. as a proposed schedule, plan and budget or terminating or suspending and closing-out project activities and other undertakings, the cost of which are otherwise included as project costs. The closing out shall be carried out in conformity with the latest schedule, plan, and budget within a reasonable time. Reimbursement to the vendor in the event of termination shall be for actual costs, less any assessment of damages.

Disputes arising in the performance of any Contract awarded pursuant to this solicitation that are not resolved by agreement of the parties and concurred with by the Iowa DOT shall be decided in writing by the authorized representative of the Procurement Administrator for the IPTS that awarded the contract for professional services. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy of the decision, the contractor mails or otherwise delivers a written appeal to the Procurement Administrator. In regard to any such appeal, the Contractor shall be afforded with an opportunity to be heard and to offer evidence in support of its position. If the Contractor deems that the Procurement Administrator rendered a decision that it cannot accept, any further review of the matter must be settled in a court of competent jurisdiction within Iowa.

#### Disadvantaged Business Enterprise Requirements (DBE) Plan Approval/Submission:

Each contractor/vendor shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities by any contract awarded under this solicitation. As such, any bidder must complete and submit with any bid a Disadvantaged

Business Enterprise Certification for Non-Rolling Stock Materials or Services as promulgated under 49 CFR Part 26 and other applicable laws and regulations.

State and Local Law Disclaimer

The use of many of the clauses delineated herein to comply with Federal requirements may be significantly affected by State law. In the event that the Code of Iowa may contain requirements that are not precluded by federal statute, state law or local shall be applicable. If the Contractor has reason to believe that any discrepancy exists between local, state, or federal requirements, it is incumbent on the Contractor to request in writing that a determination be made and issued by the Procurement Administrator to resolve any such discrepancy.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and conditions required by DOT, whether or not expressly set forth in the provisions of this solicitation. All contractual provisions required by DOT, as set forth in FTA circular 4220.1D., dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation or contract awarded thereof. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests made by the IPTS/Transit Agency, other participating Iowa public transit systems, or the Iowa DOT which would cause any of these parties to be in violation of FTA terms and conditions.

\*\*\*Non-Collusion Bidding Certification: Not Applicable per FTA c.4220.1E, because this 28E agreement is to purchase service from another governmental entity.

Prohibited Interest: No member of, or delegate to, the Iowa State Legislature or the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom. No member, officer, or employee of the Transit Agency during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in a contract or proceeds resulting from this solicitation.

Certificate of Compliance: Each Contractor must submit a properly prepared and signed Certificate of Compliance with Federal and this Solicitation's Requirements. Signing the form obligates the vendor to all requirements of this solicitation and constitutes the vendors assurance that it has the capacity and intent to deliver the services agreed upon or delineated as the scope of Contractor responsibilities in a manner that conforms with or exceeds federal and state standards and the transit agency's minimum requirements which are herein delineated or incorporated by reference into a Transit or Professional Services Agreement.

**Declaration of Project Federal Assistance, Payment for Services**

Federal assistance is anticipated to defray approximately 20% (but not greater than 80%) of the budgeted project costs of the work or item(s) being purchased. Federal assistance for the items being purchased cannot be reimbursed to the purchaser (Transit Agency) by the Iowa Department of Transportation or the Federal Transit Administration until such

work /item is delivered, inspected, and accepted. Unless otherwise detailed in writing, payment for the item(s) purchased shall not be made to the Contractor until approximately 30-45 days after the date an items is accepted by the Purchaser's Project Manager/transit agency and concurrence is given, if such is required by the Iowa DOT as the grantee

**Protest of Solicitation Administration**

Any party may initiate a protest of these provisions or decisions made pursuant to them in accordance with the protest procedure issued as part of this solicitation. See Protest Provision

Retention of Payment:

A reasonable portion of the amounts payable may be retained to assure correction of service deficiencies and compliance with the provisions of the Transit or Professional Services Contract jointly executed by the Transit Agency and the Contractor. The Contractor shall be informed in writing of all such items failing to meet provisions agreed upon and the amount retained for each item.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST THE FY2012 AGREEMENT BETWEEN THE CITY OF IOWA CITY AND THE CITY OF UNIVERSITY HEIGHTS FOR THE PROVISION OF TRANSIT SERVICE WITHIN THE CORPORATE LIMITS OF UNIVERSITY HEIGHTS**

WHEREAS, Chapter 28E, Code of Iowa, provides, in substance, that any power which may be exercised by a public agency of this state may be exercised jointly with another public agency having such power; and

WHEREAS, it is in the mutual interest of the City of Iowa City and the City of University Heights to encourage the use of public transit by residents of University Heights; and

WHEREAS, the parties have negotiated a contract for transit service in FY2012 at a rate of \$33,156, a copy of which is attached and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, IOWA:

1. The attached FY2012 28E Agreement for transit services between the City of Iowa City, Iowa and the City of University Heights, Iowa is hereby approved, and the Mayor is hereby authorized to execute and the City Clerk to attest in duplicate same on behalf of the City of University Heights.
2. The City Clerk is directed to file electronically a copy of said agreement with the Secretary of the State of Iowa, as required by Iowa Code Chapter 28E.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Louise From, MAYOR

ATTEST: \_\_\_\_\_  
Christine Anderson, CITY CLERK

**FY2012 28E AGREEMENT FOR TRANSIT SERVICES BETWEEN  
THE CITY OF IOWA CITY, IOWA AND THE CITY OF UNIVERSITY HEIGHTS, IOWA**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Iowa City, Iowa and the City of University Heights, Iowa, both municipal corporations.

WHEREAS, Chapter 28E of the Code of Iowa provides, in substance, that any power which may be exercised by a public agency of the state may be exercised jointly with another public agency having such power, and

WHEREAS, it is in the mutual interest of the parties to encourage the use of public transit by residents of Iowa City and University Heights.

NOW, THEREFORE, it is hereby agreed by and between the City of Iowa City and the City of University Heights, as follows:

***I. Scope of Services***

The City of Iowa City shall provide public transit service to the City of University Heights. Iowa City shall determine the scheduling of buses, the routes, and the location of bus stops within University Heights. It is agreed that residents of University Heights will obtain the same level of transit service as residents of Iowa City who are served by the same routes. Residents of University Heights will also be eligible for the same fare structure as Iowa City residents.

***II. Duration***

The term of this agreement shall commence July 1, 2011, and continue through and including June 30, 2012.

***III. Termination***

This agreement may be terminated upon thirty calendar days written notice by either party.

***IV. Compensation***

The City of University Heights agrees to pay \$33,156 for the provision of public transit service as herein described during FY2012. Payment shall be made in twelve monthly payments of \$2,763.00 each, to be received by the City of Iowa City on or before the 15th of each month.

***V. Chapter 28E, Code of Iowa***

In accordance with Chapter 28E of the Code of Iowa, this agreement shall be filed with the Secretary of the State of Iowa and the County Recorder of Johnson County, Iowa.

CITY OF IOWA CITY

CITY OF UNIVERSITY HEIGHTS

By: \_\_\_\_\_  
Matthew J. Hayek, Mayor

By: \_\_\_\_\_  
Louise From, Mayor

Attest:

Attest:

\_\_\_\_\_  
City Clerk, Marian K. Karr

\_\_\_\_\_  
City Clerk, Christine Anderson

Approved by:

\_\_\_\_\_  
City Attorney's Office

STATE OF IOWA        )  
                                  ) ss:  
JOHNSON COUNTY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State of Iowa, personally appeared Matthew J. Hayek and Marian K. Karr, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ passed by the City Council, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Matthew J. Hayek and Marian K. Karr acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA        )  
                                  ) ss:  
JOHNSON COUNTY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State of Iowa, personally appeared Louise From and Christine Anderson, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of University Heights, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Resolution) No. \_\_\_\_\_ passed by the City Council, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Louise From and Christine Anderson, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Adoption of Policy Relating to Authority to Establish Committed and Assigned Fund Balances Under the Provisions of Government Auditing Standards Board Statement 54: *Fund Balance Reporting and Governmental Fund Type Definitions* .

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GASB Statement 54 requires that a policy or resolution be adopted by June 30, 2011, which must state who has the authority to establish the circumstances regarding committed and assigned fund balance amounts. The following proposed policy establishes such authority:

It shall be the policy of the City of University Heights, Iowa, that the authority to establish committed and assigned fund balances under the circumstances shall rest with the City Council. This authority may be exercised at any time by the City Council as it sees fit under prevailing circumstances. No individual person shall have the authority to establish committed and assigned fund balances.

ISCPA – LGU  
May 16 and 26, 2011  
GASB 54

**QUESTION:** What is the MINIMUM that our Board of Education needs to do to implement GASB54?

Is a Fund Balance Policy required?

What do we need to do to commit fund balance?

Do we have to formally adopt a policy:

Implementing GASB 54?

Committing the ending fund balances of all special revenue funds for specific purposes?

Delegating authority to whomever for assigning ending fund balance?

**ANSWER:** It may be helpful to listen to the GASB 54 webinar for school districts and AEAs. During the webinar we addressed all of these issues in detail during the discussion and Q&A session - the link for the recording is <http://iasb.na5.acrobat.com/p65969589/> and the webinar is also available on the IASBO web site.

GASB 54 recommends but does not require a policy to *implement* GASB 54 but the Board does need to have a policy or approve via resolution who has authority and establish the circumstances regarding committing fund balance, which must be accomplished no later than June 30 (year-end), or assigning fund balance. Council

For Iowa school districts, all special revenue funds will be reported (audit and CAR) as "restricted" fund balance. The Board is not precluded from authorizing additional constraints by also committing fund balance but, per GASB 54, the fund balance is reported at the highest level of constraint - in this case "restricted." (Example PPEL fund balance of \$50,000 reported in audit and CAR as "restricted" even though Board action "committed" \$20,000 of the \$50,000 PPEL fund balance for equipment.) In addition, for Iowa school districts, fund balance may be committed and/or assigned only in the General Fund (no other governmental funds will be allowed to report committed or assigned fund balance).

Other policy issues:

Order of spending: Board may adopt a policy but not required as GASB 54 "default" is to spend committed then assigned then unassigned.

Stabilization arrangements: Board not required to have stabilization arrangements but if desired must have written policy to establish criteria consistent with GASB 54.

Minimum fund balance: Board not required to have a minimum fund balance policy but if desired must have a written policy.

# GASB Statement No.54: Fund Balance Reporting and Governmental Fund Type Definitions

ISCPA Local Government Update

May 16 and 26, 2011

David A. Vuori, CPA, Auditor of State

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## GASB Statement No. 54

- Scope
  - Changes how *fund balance* is presented in governmental funds
  - Modifies the definition of governmental fund types
  - Will require more input from the governing body
- Effective date
  - Fiscal year ending 6/30/11.....NOW
  - Retroactive reporting encouraged for statistical information

David A. Vuori, CPA, Auditor of State

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## *Background*

- Prior to GASB 54
  - Reserved
  - Unreserved
    - Designated
    - Undesignated
- Traditional focus - Fund resources available for appropriation (budgeting) on GAAP basis.

David A. Vuori, CPA, Auditor of State

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## Need for change

- "...provide fund balance categories and classifications that will be more easily understood."
- Enhance consistency
- Challenges to focus on availability for appropriation

David A. Vauht, CPA, Auditor of State

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## New Guidance

### Focus of classification

- "The extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent" (GASB Statement No. 54, paragraph 5)

David A. Vauht, CPA, Auditor of State

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## Components of fund balance

- Five categories
  - Nonspendable
  - Restricted
  - Committed
  - Assigned
  - Unassigned
- Not all will always be present

David A. Vauht, CPA, Auditor of State

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## *Nonspendable fund balance*

- Not in spendable form
  - Cannot *ever* be spent (e.g., supplies inventories and prepaid items)
  - Cannot *currently* be spent (e.g., the long-term portion of loans receivable and nonfinancial assets held for resale)
- Legally or contractually required to be maintained intact (principal of an endowment or revolving loan fund)

David A. Vauht, CPA, Auditor of State

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## Clarifications concerning nonspendable fund balance

- Resources that cannot currently be spent (long-term loans and notes receivable, property held for resale)
  - If constraints on the purpose for which the proceeds can be used (restricted, committed or assigned) classify based on that constraint
- Only long-term *loans* and *notes* receivable would be classified as nonspendable fund balance
  - Other long-term receivables offset by liability for deferred revenue (i.e., no related fund balance)

David A. Vauht, CPA, Auditor of State

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## Categories representing spending constraints

- Three categories
  - Restricted fund balance
  - Committed fund balance
  - Assigned fund balance
- No requirement that constraint be narrower than the purpose of the fund

David A. Vauht, CPA, Auditor of State

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## Restricted fund balance

- Definition mirrors net assets in GASB 34 (as amended by 46). Constrained to being used for a specific purpose. (External parties, Constitutional provisions, Enabling legislation).
  - Externally imposed by creditors (debt covenants), grantors, contributors, or laws or regulations of other governments
  - Imposed by law through constitutional provisions or enabling legislation

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## Committed fund balance

- Amounts whose use is constrained by limitations that the government imposes upon itself
  - Imposed at the government's highest level of decision making (normally the governing body, with the consent of the executive branch, if applicable)
    - Legislation
    - Resolution
    - Ordinance
  - Binding unless removed in the same manner
  - Action taken no later than the close of the reporting period
    - Amount may be subsequently determined.

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## Assigned fund balance

- Constrained by the governments intent but are neither restricted nor committed
- Intended use of resources
  - Established by the governing body itself, or
  - Established by a body or an official delegated by the governing body
- Constraints more easily removed than committed F.B.

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## Assigned fund balance

- Never in excess of total fund balance less its nonspendable, restricted and committed components.
- All remaining amounts (except negative) that are reported in governmental funds other than the general fund.

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## Committed v. assigned

- Level at which action must be taken
  - Committed fund balance requires action by the highest level of decision-making authority, whereas assigned fund balance allows that authority to be delegated to some other body or official.

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## Committed v. assigned

- Type of action necessary
  - Formal action (legislation, resolution, ordinance) is necessary to impose, remove, or modify a constraint reflected in committed fund balance, whereas less formality is necessary for assigned fund balance.

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## Unassigned fund balance

- Excess of total fund balance over nonspendable + restricted + committed + assigned components
  - Positive balance possible only in general fund
  - Positive unassigned balance not used in other funds because:
    - Special Revenue: Restricted or Committed
    - Capital Project: Restricted, Committed or Assigned
    - Debt Service: Restricted, Committed or Assigned
    - Permanent Funds: Restricted (only earnings can be spent)
  - Deficit balance possible in any governmental fund

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## Components of fund balance

### Nonspendable fund balance (inherently nonspendable)

Not in spendable form or requirement to maintain intact

### Restricted fund balance (Externally enforceable limitations on use)

Outside parties  
Constitutional provisions or enabling legislation

### Committed fund balance (Self-imposed limitations)

Formal action by end of period  
Highest level of decision making

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## Components of fund balance

### Assigned fund balance (Limitation resulting from intended use)

- Less formal action
- Highest level of decision making or designated body or official

### Unassigned fund balance

- Residual net resources in the general fund
- Negative balance in any governmental fund

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Adoption of Policy Relating to Authority to Establish Committed and Assigned Fund Balances Under the Provisions of Government Auditing Standards Board Statement 54: *Fund Balance Reporting and Governmental Fund Type Definitions* .

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GASB Statement 54 requires that a policy or resolution be adopted by June 30, 2011, which must state who has the authority to establish the circumstances regarding committed and assigned fund balance amounts. The following proposed policy establishes such authority:

It shall be the policy of the City of University Heights, Iowa, that the authority to establish committed and assigned fund balances under the circumstances shall rest with the City Council. This authority may be exercised at any time by the City Council as it sees fit under prevailing circumstances. No individual person shall have the authority to establish committed and assigned fund balances.

**RESOLUTION NO. 11-07**

**RESOLUTION ESTABLISHING POLICY RELATING TO AUTHORITY TO ESTABLISH COMMITTED AND ASSIGNED FUND BALANCES UNDER THE PROVISION OF GOVERNMENT AUDITING STANDARDS BOARD STATEMENT 54**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, IOWA,** that it shall be the policy of the City of University Heights that the authority to establish committed and assigned fund balances shall rest with the City Council. This authority may be exercised at any time by the City Council as it sees fit under the prevailing circumstances. No individual person shall have the authority to establish committed and assigned fund balances.

Upon motion by \_\_\_\_\_, and seconded by \_\_\_\_\_, the vote was as follows:

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Hopson	_____	_____	_____
Laverman	_____	_____	_____
McGrath	_____	_____	_____
Yeggy	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 14th day of June, 2011.

\_\_\_\_\_  
Louise From, Mayor  
City of University Heights

ATTEST:

\_\_\_\_\_  
Christine M. Anderson, City Clerk

**City Clerk Report  
June 14, 2011**

- **No new building or rental permits received since the last meeting.**
- **Renewal letters and forms will be sent out at the end of the month for rental permits. I have asked Norm to review the renewal letter, in case he would like to add any additional information.**
- **Report from Norm:**

**I followed up on some re-inspections for May and checked out a few tall grass complaints. June will have a much busier inspection docket.**

- **Attached are three documents for the city's upcoming audit; 1) the request for the proposal, 2) list of audit firms, and 3) specs for the audit. You will review all returned proposals at the July 12, 2011 council meeting. I will have a sample letter for all to view at the council meeting.**
- **Stella's liquor license is up for renewal; all necessary information has been received by the state.**

## SPECIFICATIONS FOR CITY FINANCIAL AUDIT

1. Audits shall be performed in accordance with *Generally Accepted Government Auditing Standards*, GASB 34, and the U.S. General Accounting Office publication *Government Auditing Standards*
2. Proposals should outline the Company's standard audit procedures and include a summary of the qualifications and experience of those performing the audit and of their prior government auditing experience.
3. Audits shall be performed on all the financial records of the City of University Heights. The financial records of the City are maintained on the cash basis of accounting. The City's annual budget for FY11 for government and enterprise functions totals \$1,244,988.
4. Financial records of the City are maintained using Quickbooks accounting software.
5. City staff will provide full cooperation to the auditors including access to all original and supporting documents and financial reports.
6. Proposals are to be for a contract to perform the audit for the fiscal year ending June 30, 2011. The audit should be completed for release to the City by the regular Council meeting scheduled for December 13, 2011.
7. The audit shall include a report on compliance with the above stated accounting standards as well as recommendations regarding the financial statements, internal controls, accounting systems, legality of actions and any other matters considered material by the auditor.
8. Proposals shall state the fee to be charged for the audit as well as an hourly fee for ancillary services.
9. Proposals are to be received by 10:00 a.m. on Friday, July 7, 2011 and should be sent to:

Christine Anderson, City Clerk  
City of University Heights  
1004 Melrose Avenue  
Iowa City, IA 52246

(addressee)

## REQUEST FOR PROPOSAL

The City of University Heights, Iowa, will receive proposals in the office of the City Clerk, 1004 Melrose Avenue, Iowa City, Iowa 52246, until 10:00 AM on Friday, July 7, 2011, to be opened at that time, for providing an audit of the financial records of the City of University Heights for the fiscal year ending June 30, 2011.

Detailed specifications are available at the Office of the City Clerk.

City Council will review the proposals at their regular meeting on July 12, 2011.

The City of University Heights reserves the right to waive any irregularities, when in doing so would be in the best interest of the City, and to accept or reject any or all proposals.

Dated at University Heights, this      <sup>th</sup> day of                      , 2011.

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Christine Anderson, City Clerk

## AUDIT FIRMS

Bergan Paulsen & Co PC  
531 Commercial Street #250  
Waterloo, IA 50701  
319-234-6885

Hogan-Hansen  
2750 1<sup>st</sup> Ave NE #150  
Cedar Rapids, IA 52402  
319-366-8267

Douglas Kronlage, CPA  
117 N Jackson Street  
Charles City, IA 50616  
641-228-5900

Ridihalgh Fuelling Snitker Weber & Co  
14 E Charles Street  
Oelwein, IA 50662  
319-283-1173

Office of the Auditor of State  
State Capitol Building, Room 111  
1007 East Grand Avenue  
Des Moines, IA 50319-0001  
515-281-5834

**Warrants for Council Approval**

06/13/2011

May 11 through June 14, 2011

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>May 11 - Jun 14, 11</b>			
05/13/2011	City of Iowa City	City Hall water/sewer automatic payment	-22.99
05/13/2011	Fort, Matthew A		-1,265.48
05/13/2011	Fort, Ronald R		-1,091.41
05/13/2011	Lord, Benjamin M		-1,313.57
05/13/2011	Reinhard, Brad		-1,351.01
05/13/2011	Strong, Donald K.		-1,139.10
05/18/2011	McLeod USA/PAETEC	automatic phone service payment	-138.12
05/25/2011	MidAmerican Energy	1301 Melrose stop light	-29.14
05/25/2011	MidAmerican Energy	1011 Melrose stop light	-28.33
05/25/2011	MidAmerican Energy	City Hall electricity	-63.93
05/26/2011	MidAmerican Energy	street lights	-612.18
05/27/2011	Anderson, Christine M.		-192.70
05/27/2011	Fort, Matthew A		-1,345.62
05/27/2011	Fort, Ronald R		-1,236.78
05/27/2011	Kimura, Lori D.		-272.36
05/27/2011	Lord, Benjamin M		-853.78
05/27/2011	Reinhard, Brad		-1,206.01
05/27/2011	Strong, Donald K.		-1,110.53
05/27/2011	Wellmark BC/BS	monthly insurance payment	-1,528.72
05/31/2011	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM		-69.59
05/31/2011	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM		-2,746.97
05/31/2011	Internal Revenue Service	42-1109342	-3,793.86
05/31/2011	Hills Bank and Trust	principal/interest payment due on capital loar	-7,479.41
06/01/2011	Paul J. Moore, Melrose Avenue Buildin	City Hall Rent	-867.00
06/10/2011	City of Iowa City	City Hall water/sewer automatic payment	-19.84
06/14/2011	Breese Plumbing & Heating	reinstall RPZ & meter park drinking fountain	-171.20
06/14/2011	Greenwood and Crim, P.C.	FY12 budget/amend FY11 budget/present at	-1,280.00
06/14/2011	Iowa Department of Transportation	paper rolls for the Tracks system	-177.84
06/14/2011	ABC Solutions	Monthly fee for city website/email service	-24.95
06/14/2011	Paul J. Moore, Melrose Avenue Buildin	Garage rent	-35.00
06/14/2011	SEATS	Seats Payment	-703.66
06/14/2011	City of Iowa City	bus, fuel, park water, annual use fee for radic	-4,668.35
06/14/2011	Mediacom	online service 6/2/11-7/2/11	-69.95
06/14/2011	Johnson County Refuse, Inc.	May recycling/spring clean up	-1,829.36
06/14/2011	Municipal Street Improvements Inc.	street sweeping	-2,087.00

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
06/14/2011	Racom Corporation	Police computer access fee	-79.60
06/14/2011	Vitosh Auto Detailing	detailing/waxing of units 1 & 2 cars	-280.00
06/14/2011	Leff Law Firm, L.L.P.	Legal fees 3/2/11-6/8/11	-20,923.64
06/14/2011	Norm Cate	inspection services for May	-420.00
06/14/2011	Terry Goerd	inspection services for May	-1,050.00
06/14/2011	Welt-Ambrisco Insurance	commercial package renewal	-17,927.00
06/14/2011	Westport Touchless Autowash	May vehicle washes	-42.00
06/14/2011	Iowa City Press-Citizen	May publications	-266.77
06/14/2011	Russ Boyer Construction	patch holes/rpr street signs	-458.00
06/14/2011	Myriah Boyer	lawn care at park	-60.00
06/14/2011	Coralville Public Library	library services for FY10-11	-2,934.00
06/14/2011	Staples	2 toner cartridges	-419.43
06/14/2011	Anderson, Christine M.	reimbursement for certified letter to State of Ia	-6.83
06/14/2011	VISA	Quickbooks 2011/stamps/evidence tape/park	-650.99
06/14/2011	Iowa Paper & Chemical	paper towels/soap for city office	-39.43
06/14/2011	Lane, James	final paycheck	-37.74

May 11 - Jun 14, 11

**City of University Heights, Iowa**  
**Account QuickReport**  
**All Transactions**

12:35 AM

06/12/2011

Accrual Basis

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
<b>OTHER CITY TAXES</b>					
<b>Local Option Sales Tax</b>					
	Deposit	09/25/2009	#1985	Deposit	10,650.55
	Deposit	10/21/2009	#1988	LOST funds	10,650.55
	Deposit	11/17/2009	#1991	LOST funds	10,650.55
	Deposit	12/09/2009	#1994	LOST funds	11,165.42
	Deposit	01/23/2010	#1996	LOST funds	11,165.42
	Deposit	02/06/2010	#1997	LOST funds	11,165.43
	Deposit	03/17/2010	#1999	LOST funds	9,296.59
	Deposit	04/20/2010	#2000	LOST funds	9,296.59
	Deposit	05/28/2010	#2002	LOST funds	9,296.60
	Deposit	06/02/2010	EFT	automatic deposit of local option sales tax	8,137.97
TOTAL for FY 2009-10					<u>101,475.67</u>
	Deposit	07/02/2010	EFT	automatic deposit of local option sales tax	8,137.97
	Deposit	08/03/2010	EFT	automatic deposit of local option sales tax	8,137.97
	Deposit	09/01/2010	EFT	automatic deposit of local option sales tax	10,080.75
	Deposit	10/01/2010	EFT	automatic deposit of LOST funds	10,080.75
	Deposit	11/02/2010	EFT	automatic deposit of LOST funds	10,080.76
	Deposit	11/12/2010	EFT	automatic deposit of LOST funds	4,995.52
	Deposit	12/01/2010	EFT	automatic deposit of LOST funds	10,509.92
	Deposit	01/04/2011	EFT	automatic deposit of LOST funds	10,509.92
	Deposit	02/02/2011	EFT	automatic deposit of LOST funds	10,509.94
	Deposit	03/02/2011	EFT	automatic deposit of LOST funds	9,631.07
	Deposit	04/04/2011	EFT	automatic deposit of LOST funds	9,631.07
	Deposit	05/03/2011	EFT	automatic deposit of LOST funds	9,631.08
Total for FY 2010-11					<u>111,936.72</u>

## Treasurer's Report

May 2011

Our total revenue for the month of May was \$79,907.57 comprised of the following amounts:

Property Taxes	\$15,348.49
Parking fines	\$ 45.00
Traffic Fines from Clerk of Court	\$ 4,073.55
Interest on bank accounts	\$ 183.47
Road Use Funds	\$ 8,107.08
Local Option Sales Tax funds	\$ 9,631.08
Police Reports	\$ 117.00

Balances in the bank accounts as of 5/31/11:

MidwestOne Checking Account	\$294,387.26
Hills Bank Money Market Account	\$ 23,482.25
CD at UICCU (due 2/28/14)	\$ 40,450.54
Forfeiture Fund	\$ 2,289.39

I got all of the budget amendment changes entered and am emailing you all the revised Profit & Loss Budget Overview for the fiscal year. Let me know if you see something that is wrong or if you have any questions.

We got new signature cards from Hills Bank for the Money Market account the city has there. Apparently it needs to be changed from a regular business money market account to a Public Funds money market account.

I made the payment for capital loan from Hills Bank that the city took out for streets projects during 2008-09. The balance due on the loan after this payment is \$173,968.43.

There is a check to Jim Lane on the list of Warrants for Council Approval for his final paycheck. He is being paid 20% of the quarterly salary of \$200. The special election results were certified on January 18<sup>th</sup> and that is the date the city attorney recommended we pay him through.

I filed the quarterly I-JOBS report. We still haven't spent any of the \$9,556.19 (total for 2 years) that we have received. These funds can be used for any road use-related project including road maintenance activities.

**A. What are the city's forestry program goals?**

1. Complete an inventory of trees in the City right-of-way, including size, species, condition, and location.
2. As much as possible, maintain trees in the city right-of-way which are healthy, appropriate, and beneficial.
3. Develop an Urban Forest Management Plan:
  - i. To estimate the cost and maintenance associated with trees in poor condition.
  - ii. To estimate potential cost of Ash tree removal due to Emerald Ash Borer.
  - iii. Determine a replacement planting list to diversify the urban canopy.

**B. What are some of the main forestry concerns?**

1. Managing trees that are in poor condition, or are in a hazardous condition.
2. Managing aging trees, and planning for replacement.
3. Preservation of beneficial trees.

**C. Who works on Forestry?**

- |                    |              |
|--------------------|--------------|
| 1. Employees       | Occasionally |
| 2. Contracted Work | Mostly       |
| 3. Volunteers      | Infrequently |

**D. What forestry equipment does the city own?**

1. None

**E. Are there city ordinances/codes related to forestry and if so where can they be found?**

1. City ordinances can be found at the city's website ([www.university-heights.org](http://www.university-heights.org)). The ordinances are searchable by topic or number. Topics that relate to forestry include "Sensitive Areas", "Shrubbery", and "Trees."
2. Ordinance 31: "Declaring all trees on public property or private property infected with the Dutch Elm Disease"
3. Ordinance 52: "Regulating the planting, care, and maintenance of trees and shrubs"
4. Ordinance 71: "Defining and providing for the abatement of public nuisances. Amended by Ordinance No. [118](#), [127](#) and [162](#)"
5. Ordinance 105: "Regulating fences, hedges, and other plantings and providing penalties. Amended by [Ordinance No. 164](#)"
6. Ordinance 127: "Ordinance Amending [Ordinance No. 71](#) concerning the prohibition of public nuisances"
7. Ordinance 128: "Ordinance regulating the development of sensitive areas"

**F. Is there a current method for routine tree maintenance?**

1. Residents are required to maintain clearances over streets and sidewalks. The utility provider for overhead power lines is responsible for, and contracts for maintaining clearances around the overhead lines. Commercial tree services are hired for maintenance and removal of problem trees within the City right-of-way.

**G. Emergency tree maintenance?**

1. The police chief and citizens may provide labor and equipment; commercial tree services are hired whenever the situation warrants it.

**H. Please state what the annual Forestry budget (if present) is in the following categories?**

- |                                    |                           |
|------------------------------------|---------------------------|
| 1. Personnel                       | \$ 0                      |
| 2. Contract                        | \$ 5,000                  |
| 3. Equipment                       | \$ 0                      |
| 4. Maintenance                     | \$ 0                      |
| 5. New Purchases                   | \$ 0                      |
| 6. Removal (total and price/tree)  | By Contract               |
| 7. Disposal                        | Included in Contract Work |
| 8. Overhead and Insurance          | Included in Contract Work |
| 9. Planting (total and price/tree) | \$ 0                      |
| 10. Other                          | \$ 0                      |

**I. Do you or some in your office have ArcMap or ArcView GIS computer programs?**

1. These programs are not typically used by the City, but could be obtained to display information if needed.

## **SUNSET STREET WIDE SIDEWALK SCOPE OF SERVICES**

WHEREAS, the City desires to construct an 8-foot wide sidewalk from Melrose Avenue to the south city limit at Benton Street (approximately 0.35 mile) along the west side of Sunset Street. Project includes removal of the existing 4-foot sidewalk, updated pedestrian crossings, utility coordination, minor drainage improvements, property acquisition, and retaining wall demolition and reconstruction.

NOW THEREFORE, the City does now desire to contract with a Consultant to provide the services as set forth herein.

### **I. SCOPE OF SERVICES**

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner. All phases of services will include the necessary work for compliance with Iowa D.O.T. requirements relative to federal aid funding of design and construction.

#### **Design Development Phase**

##### **A. Concept Statement**

Complete and submit project concept statement to Iowa D.O.T. Provide updates to the concept statement as requested by Iowa D.O.T.

##### **B. Design Surveys**

The Consultant shall perform surveys as necessary to prepare strip topography along the project route.

##### **C. Base Map Preparation**

Base maps to facilitate the trail design will be prepared from the topographic survey information. The maps will be prepared along the proposed alignment and will include existing topography features, right-of-way and easement lines, buried utilities based on field locates, and above ground surface features affected by the proposed construction.

##### **D. Preliminary Design**

1. Provide cultural, archeological and wetland survey of the project site. Survey will be completed by the consultant staff and specialty subconsultant if needed. Submit findings to the Iowa DOT as required for federal funding requirements. Should environmental mitigation be required for the project, these mitigation services may be provided as additional services.

2. Based on an approved schematic design concept plan, prepare geometric layout plan of the proposed trail.
3. Prepare horizontal and vertical alignments to be used as the basis for final design.
4. Identify final design constraints for phased construction and review construction phasing plan as necessary to coordinate with access and construction.
5. Develop a preliminary traffic control plan consistent with the proposed construction schedules.
6. Prepare anticipated trail project schedule and opinion of probable construction cost.
7. Prepare and submit required initial submittals to the City, Iowa DOT, State Historical Preservation Officer, Iowa DNR, and Corps of Engineers for preliminary design approval.
8. Meet with City representatives to review preliminary project design and obtain review comments.
9. Attend and participate with neighborhood coordination meeting to review the project.

### **Right-of-Way Services**

- A. It is anticipated that property acquisition and temporary construction easements will be required for the project. There are 16 residential parcels abutting the west edge of Sunset Street along the length of the project. It is anticipated that no more than 2 parcels will require property acquisition. Some quantity of the remaining parcels may require temporary construction easements if required by the project design.
- B. Prepare acquisition and easement agreements and exhibits, meet with affected property owners, and obtain the needed right-of-way as required for the project. These services to be completed in accordance with the guidelines and procedures issued by the Iowa DOT for a Local Public Agency to acquire right-of-way for State or Federally funded transportation projects. It is the intent of the City to request Federal participation in right-of-way costs.

### **Construction Document Phase**

- A. Final Design

Determine the pavement structures including type, thickness of surfacing, subbase design, subdrainage design, typical joint designs, and related pavement details.

B. Typical Pavement Sections

The final design typical pavement sections will be developed for the project. These sections will show the pavement section, subgrade requirements, grading requirements, and pavement border design.

C. Final Plan and Profiles

The final design and drafting of the wide sidewalk plan and profiles will be prepared on base maps prepared for the project. This will include all detailed information required by the Iowa DOT and shall be in accordance with the road and bicycle facility design standards of the Iowa DOT.

D. Final Design Cross-Sections

Prepare the final design of the individual cross-sections for the project. Cross-sections will be developed at a minimum of 50-foot intervals with additional cross-sections included as necessary. Cross-sections will show the existing ground as well as final grading, foreslopes, backslopes, special subgrade treatment, and other pertinent information.

E. Final Design Plans

Layout plans and appropriate detailed design drawings showing the project and component parts shall consist of plans, elevations, sections, and other drawings for bidding and construction purposes. Final design and drafting of the wide sidewalk plan and profile sheets will include complete detailed information for location of existing utilities, typical cross-sections, and individual cross-sections. Plan and profile sheets will be prepared at a 20 scale.

F. Final Storm Drainage Design

Final design and drafting of the storm sewer system, storm sewer inlets, manholes, culverts, ditches, and other storm drainage appurtenances on the project will be developed. The design of the storm sewer system will be based on current Iowa DOT accepted standards.

G. Erosion Control

Final design and drafting of temporary and permanent erosion control measures to be provided on the project during construction will be completed.

H. Signing and Pavement Markings

Final design and drafting of the signage and pavement markings which are to be a permanent part of the project.

I. Retaining walls

Segmental retaining walls will be designed for areas where design constraints prohibit a stable slope from the shoulders of the wide sidewalk to existing ground.

J. Final Design of Incidental Components

All other design work such as sidewalk, incidental structures, etc. not stated herein necessary to construct a final completed project shall be the responsibility of the Consultant and no additional compensation shall be provided.

K. Specifications

The Iowa DOT standard specifications for highway and bridge construction will be utilized as the technical specifications for the project. The Iowa DOT standard contract documents will also be utilized for this project. Supplemental specifications and special provisions required by the project will be prepared and incorporated with the standard documents.

L. Final Quantities

The final bid quantities will be determined and included with the project specifications bidding form.

M. Final Cost Opinion

Following completion of the final design, an opinion of probable construction costs based on the final design will be prepared.

N. Submittals, Reviews, and Revisions

Submit plans to the City and Iowa DOT according to the Project Development Submittal Dates found in I.M. No. 3.005. Comments and revisions resulting from plan reviews will be incorporated into the final plans prior to their completion.

O. Final Plan and Specification Submittal

Submit final plans, specifications, contract documents, and opinion of probable construction costs to the City and Iowa DOT for final approval.

P. Assemble Plan Documents

Following final plan revisions assemble title sheet, project quantities and reference sheet, location plan, pavement detail sheets, grading plan and profile sheets, typical section and tabulation sheets, and cross-section sheets.

Q. Permitting

Submit necessary permit applications and supporting documents to Corps of Engineers, Iowa DNR, and any other agency as required for the project.

**Bidding Phase**

Provide reproducible drawings to the Iowa DOT for utilization in their bidding procedure. The consultant shall respond to questions as received and prepare addenda as necessary.

**Construction Phase**

- A. Schedule and conduct a preconstruction conference with the Owner, Iowa DOT, utilities, and the contractors. Appropriate Owner representatives involved with the project will also be included. Preconstruction conference minutes will be recorded and distributed to all attendees by the consultant.
- B. Provide on-site resident observation at appropriate intervals for review of workmanship, materials, and respond to questions during construction.
- C. Provide construction staking.
- D. Perform required material sampling and laboratory testing (such as soil proctor tests, concrete beam testing, material gradation, etc.) during construction. Prepare reports in a timely manner.
- E. Review of shop drawings and submittals.
- F. Perform required construction testing including subgrade compaction and concrete testing, including test reports.
- G. Prepare daily diaries of construction activities.
- H. Prepare Bid Item progress documentation and measurement reports.
- I. Prepare Weekly Working Day reports.
- J. Respond to requests for information (RFI's).
- K. Issue Instructions to Contractor (ITC's), including supplemental drawings if required.
- L. Negotiate and prepare change orders.
- M. Issue non-compliance reports if required.

- N. Review and record material inspection reports from Iowa DOT.
- O. Review payment applications.
- P. Perform preliminary construction review and prepare remaining work items to be completed prior to final review.
- Q. Perform final construction review with Iowa DOT and Owner representatives.
- R. Complete Pre-Audit Checklist (Attachment E to I.M. 3.910).
- S. Complete Final Forms Packet checklist (Attachment F to I.M. 3.910).
- T. Complete Materials Audit 101.
- U. Review audit report with Iowa DOT representatives.
- V. Prepare Construction Record Drawings and submit to the Owner.
- W. During construction, assist with the preparation of press releases, notices of affected business owners, and other miscellaneous public relation activities.

**Extra Work**

- A. Environmental Services
  - 1. It is unknown whether environmental services will be required for the project. Should environmental mitigation be required for the project, mitigation services may be required.

**II. TIME OF COMPLETION**

The Consultant shall complete the Project in accordance with the submittal dates shown below, which is taken from Iowa DOT I.M. No. 3.005. The project is anticipated to be considered “minor”, but will need to be confirmed. The need for temporary and/or permanent easements and/or right-of-way will be defined as soon as possible. The schedule will be adjusted as needed depending upon project acquisition needs.

<u>Submittal</u>	<u>Completion Date</u>
Concept Statement	09/13/2011
Preliminary Plans	10/18/2011
Check Plans	11/29/2011
Final Plans and PDC	12/20/2011
Letting Date	03/20/2012

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff  
FROM: Josiah Bilskemper, P.E.  
DATE: June 13, 2011  
RE: City Engineer's Report

(1) Melrose Avenue Wide Sidewalk

- a. Pavement markings have been placed along Ms. Belgum's hedge row, and also at the utility pole locations along Paul Moore's vacant lot. Reflective tape was also placed around the utility poles. Photos have been taken and sent to the Iowa DOT for review.
- b. The seeding subcontractor has re-seeded two areas on the project that were not growing well.
- c. No other activities are anticipated. Waiting for final review and close-out by the DOT.

(2) Pavement Markings

- a. Pavement markings were completed by the Painting Division of L.L. Pelling. This included the new on-street parking stalls along the north curb of Golfview Avenue, and also the pavement markings on the Melrose Wide Sidewalk.

(3) Tree Removals

- a. Seth Bihun of Total Tree Care of Iowa City, completed removal of dead trees on Olive Court and Highland Drive. They also completed "topping" of two trees in the city right-of-way "ravine" area between Prospect Court and North Sunset Street. Invoice amount for this work is \$2,547.50
- b. Total Tree Care of Iowa City would be glad to provide on-call tree removal and repair services for the City of University Heights. They would also be available to respond for tree work required by inclement weather conditions.

(4) Storm Intake Cleaning

- a. Action Sewer Service vacuumed out the leaves, pine needles, sticks and other debris that had filled one of the street intakes at 136 Golfview Drive, literally all the way to the top of the box. Mark with Action Sewer reports that the outlet for this box is on the floor, and after several sticks blocked the outlet, all the other debris piled on top. Invoice amount for this work is \$450.

(5) One University Place

- a. Two City Engineering reports have been submitted for the proposed PUD plan. Report #1 covered general site items, and report #2 focused on site utilities.

Please feel free to contact me if you have any questions about these or any other items.

JDB

