

AGENDA

City of University Heights, Iowa City Council Meeting

Tuesday, December 13, 2011

Location: Horn School

600 Koser Ave.

7:00 – 9:00 P.M.

Meeting called by Mayor Louise From

Time	Topic	Owner
7:00	Call to Order Meeting	Louise From
	Roll Call - Approval of Minutes November 7, 2011	
7:01	Public Input	
7:30	<u>Administration</u>	
	-Mayor	Louise From
	-City Attorney	Steve Ballard
	<u>Mayor's Report</u>	
	<u>Legal Report</u> - Consideration of <u>Resolution No.11-22</u> authorizing the Mayor to sign and the Clerk to attest an Iowa Department of Transportation (IDOT) Agreement for Transportation Enhancement Program Project- Sunset Street Wide Sidewalk. This project contemplated by this funding agreement has an estimated total cost of \$292,500.00	
	- Consideration of <u>Resolution No. 11-23</u> authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement for Sunset Street Wide Sidewalk Project with Shive-Hattery, Inc. (Consultant) to increase the scope of the project to include ADA-compliant sidewalk curb ramps on the east side of Sunset Street with additional Consultant fees of \$3,175.40	
	- Consideration of <u>Resolution No. 11-21</u> increasing the franchise fee for cable television with MCC Iowa LLC from 3% of gross revenues to 5%.	
	-City Clerk	Chris Anderson
	<u>City Clerk Report</u> - Discussion of 1236 Melrose Avenue over-occupancy violation	
	<u>Finance</u>	
	Committee Report	Brennan McGrath

Time	Topic	Owner
	Treasurer's Report/Payment of Bills	Lori Kimura
<u>Community Protection</u>	Committee Report	Rosanne Hopson/ Mike Haverkamp
	Police Chief report - Consider hiring new reserve officer - Update of obtaining new car computers next year	Ron Fort
	- Neighborhood Watch update - Community Relations update	Rosanne Hopson
<u>Streets and Sidewalks</u>	Committee Report	Pat Yeggy
	Engineer Report	Josiah Bilskemper
<u>Building, Zoning & Sanitation</u>	Committee Report Zoning report	Stan Laverman Pat Bauer
<u>Egovernment</u>		Mike Haverkamp
<u>MPO-JC</u>		Louise From
Metropolitan Planning Org of Johnson County		
9:00	Announcements	Anyone
	Adjournment	Louise From

Next Regular Council Meeting: January 10, 2012.

November – December 2011- Mayor Report

Oct. 26th -Emergency Management Agency- (EMA) Commission met at JECC, all items were tabled due to lack of a quorum.

Nov. 29th -Regional Trail & Bicycling Committee, (RTBC) Discussion of naming trails within the County that are 12 miles or longer for purposes of marketing to tourists. The 3 trail names recommended were the Iowa River Trail, Clear Creek Trail and Oakdale Trail. A policy was discussed for naming trails. This will go to the TTAC and Urbanized Area Policy Board. ADA rules related to motorized mobility devices on trails was discussed. More research will be done on how to mark signage.

Dec. 6th - Transportation Technical Advisory Committee, (TTAC) The five year long range Transportation Plan was discussed- no recommendations were made. The committee approved the 3 trail names recommended by RTBC for marketing purposes. Amendments to the FY12-15 MPOJC Transportation Improvement Program (TIP) 1. Pedestrian bridge and trail from the Iowa River Landing development at Quarry Road across the Iowa River 2. Iowa City Transit purposes to purchase ten (10) Replacement buses, including four(4) light-duty buses and six (6) 40 foot heavy-duty buses. Passed.

Dec. 7th –Emergency Management Agency,(EMA) Commission meeting was held with a quorum present. Gary Albrecht attended to explain that his budget has been lowered to a 5.5% increase. They have also secured the JECC parking lot with parking permits for employee and visitor passes. Dave Wilson reviewed his budget and will publish it in January for public comments.

Next MPOJC Urbanized Area Policy Board meeting is scheduled for Wed. Dec. 14th at NL city hall @4:30

****The city is participating in the First Severson Charity Challenge. Linda Severson was the Human Services Coordinator for the MPO-JC. Linda passed away this past year and in her spirit- the City of Iowa City is challenging other municipalities and entities in JC to have a charity drive in Linda's honor. I have placed boxes in the city office to collect non-perishable food items to be divided between two local charities: Crisis Center and Hope Lodge. The city will collect food items through Jan. 7th.**

Appointments: Anyone interested in serving on the Zoning Commission or Board of Adjustments, please contact me. I would like to have appointments in place by the Jan. 10th council meeting.

I would like to schedule a special meeting of the council the first week of January for a 2012-2013 council orientation. Council please review your calendars for Jan. 4, 5 or 9th for a one hour meeting at city hall. Steve Ballard will swear in the council and mayor at that time.

I also will be contacting 2012-2013 council members for council assignments in the next few weeks.

Special Thanks to council members: Stan Laverman and Pat Yeggy for their years of service to the City.

December '11 – City Attorney's Report

1. Mediacom Franchise and Franchise Fee.

- The City's Franchise Agreement with Mediacom for cable television service expired November 12, 2011. Iowa law changed in 2007 and since then permits Mediacom to submit franchise renewals to the Iowa Utilities Board (IUB) in Des Moines; Mediacom is no longer required to obtain a franchise directly from the City. Mediacom has made application with IUB for a franchise in the City.
- Under the prior Franchise Agreement, Mediacom paid the City a franchise fee equal to 3% of gross revenue collected from operations in the City. That fee generated \$9,016.98 in calendar year 2010 (paid and received February 2011).
- Although IUB will now be issuing Mediacom's franchise, the City retains the authority to establish and assess a franchise fee. The fee may not exceed 5% of the Mediacom's gross revenue. I have prepared Resolution No. 11-21 for the Council to consider at the December meeting. As drafted, the Resolution increases the fee to 5%, which would produce about \$15,000.00 in annual revenue (based upon 2010 usage). I will bring another version to the meeting that leaves a blank to insert a different franchise fee percentage, if that is the Council's desire. Proposed resolution No. 11-21 is attached.

2. Sunset Wide Sidewalk Project.

1. I had prepared two resolutions related to the Sunset Street Wide Sidewalk Project, but it looks as though only one will need to be considered, depending upon the Council's wishes. Both of these are extensions of the Council's prior votes committing to the Sunset Wide Sidewalk Project, including Resolution No. 11-13 in August 2011.
2. Resolution No. 11-22 authorizes the Mayor to sign the funding agreement with IDOT to access the federal and state funds previously approved. IDOT requires a funding agreement in this particular form, and the resolution simply authorizes the Mayor to sign it.
3. Resolution No. 11-23 authorizes the Mayor to sign an Amendment to the Professional Services Agreement with Shive-Hattery for consulting services related to the project.
 - The Council previously hired Shive-Hattery as its consultant for the project by Resolution No. 11-20, adopted in last month. The consulting fee in the original agreement is \$33,649.26.

- As Josiah Bilskemper will explain more fully, IDOT has recently informed Shive-Hattery that changes in the interpretation of federal regulations might require ADA-compliant curb ramps to be installed along the east side of Sunset Street (across the street from the new wide sidewalk).
 - As a result, Shive-Hattery proposed Amendment No. 1 to the Professional Services Agreement. The amendment expands the scope of services to include this additional design work, and increases the consultant's fee by \$3,175.40.
 - Just today, IDOT informed Josiah that ADA-compliant curb ramps on the east side of Sunset Street will not be required as a part of this project because the curbs there already are cut for accessibility. IDOT points out, however, that the City will, at some future point be required to make these cuts ADA compliant. My understanding is that the City can simply indicate to IDOT that, for example, the cuts will be made compliant when the City upgrades the sidewalk on the east side.
 - The principal, if not only, feature of the existing east side curb cuts that is not ADA compliant is the lack of detectable warnings (the raised bumps).
4. **Appeal of Housing Violation Notice – 1236 Melrose Avenue.** The City has received a letter from a property owner contesting a housing violation notice issued for over-occupancy. The Council will consider this matter at its January 2012 meeting. I did not get this information to Chris before she drafted December's agenda, so that item was inadvertently included.

RESOLUTION NO. 11-22

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE CLERK TO ATTEST AN IOWA DEPARTMENT OF TRANSPORTATION (IDOT) AGREEMENT FOR TRANSPORTATION ENHANCEMENT PROGRAM PROJECT – SUNSET STREET WIDE SIDEWALK, WITH AN ESTIMATED TOTAL COST OF \$292,500.00.

WHEREAS, the University Heights City Council adopted Resolution No. 11-13 at its meeting August 9, 2011, formally stating the City’s intention to widen sidewalks along the west side of Sunset Street and endorsing the construction project to do so; and

WHEREAS, the City has previously applied and received approval for funding from federal and state governments for this project; and

WHEREAS, the Iowa Department of Transportation (IDOT) administers the federal and state funding associated with this project; and

WHEREAS, IDOT requires the City to enter into a funding agreement denominated “IDOT Agreement for a Transportation Enhancement Program Project – Sunset Street Wide Sidewalk” in the form attached as Exhibit “A”,

NOW, THEREFORE, BE IT RESOLVED by the City of University Heights, Iowa, that the Mayor is authorized to sign and the Clerk to attest an Iowa Department of Transportation (IDOT) Agreement for Transportation Enhancement Program Project – Sunset Street Wide Sidewalk in the form attached as Exhibit “A”, with an estimated total project cost of \$292,500.00

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 13th day of December, 2011.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

Steve/UH Resolutions/Resolution 11-22 121311 authorizing execution of IDOT funding agrmt

**IOWA DEPARTMENT OF TRANSPORTATION (DOT)
AGREEMENT FOR A
TRANSPORTATION ENHANCEMENT PROGRAM PROJECT**

PROJECT NAME: Sunset Street Wide Sidewalk
RECIPIENT: City of University Heights
PROJECT NUMBER: STP-E-7855(607)--8V-52
IOWA DOT AGREEMENT NUMBER: 12-STPE-117

This is an agreement between the City of University Heights, hereinafter referred to as RECIPIENT and the Iowa Department of Transportation, hereinafter referred to as the DEPARTMENT. Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with Federal funds. The RECIPIENT proposes a Transportation Enhancement (TE) project for funding under Sec. 133(b)(8) and Sec. 101(a)(35) of Title 23, United States Code.

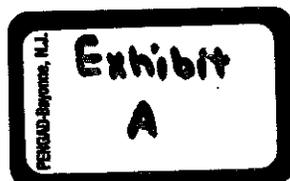
The Transportation Equity Act for the 21st Century (TEA-21), enacted in 1998, reestablished the Surface Transportation Program (STP). Federal regulations provide that STP funds for the TE program are to be administered by the DEPARTMENT.

The Office of Management and Budget (OMB) Circular A-133 requires the RECIPIENT to report the Catalog of Federal Domestic Assistance (CFDA) number and title on all Federal-Aid projects. The RECIPIENT will use CFDA #20.205 and title, "Highway Planning and Construction" for this project. This information should be reported in "The Schedule of Expenditures of Federal Awards".

Pursuant to the terms of this agreement, applicable statutes, administrative rules, and programming by the DEPARTMENT and the Metropolitan Planning Organization of Johnson County, the DEPARTMENT agrees to provide funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the development of the Sunset Street Wide Sidewalk.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The RECIPIENT shall be the lead organization for carrying out the provisions of this agreement.



2. All notices required under this agreement shall be made in writing to the DEPARTMENT's and/or the RECIPIENT's contact person. The DEPARTMENT's contact person shall be Jennifer Kolacia, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, telephone 515-239-1788, email Jennifer.Kolacia@dot.iowa.gov. The RECIPIENT'S contact person shall be Louise From, 1004 Melrose Avenue, University Heights, Iowa, 52246, telephone 319-354-1433, email louise-from@university-heights.org.
3. The RECIPIENT shall be responsible for the development and completion of the following described project:

Replace existing sidewalk with wide sidewalk on Sunset Street, from Melrose Avenue to Benton Street. The estimated total cost is \$292,500.00.

4. Eligible project costs for the project described in Section 3 of this agreement, which are incurred after the date of Federal Highway Administration (FHWA) authorization shall be paid as follows:

TE Funds	\$215,000.00
Local Contribution	<u>\$77,500.00</u>
Project Total	<u>\$292,500.00</u>

5. The local contribution stated above may include cash or non-cash contributions to the project. The RECIPIENT shall certify to the DEPARTMENT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the RECIPIENT shall submit an appraisal from a qualified independent appraiser. The DEPARTMENT reserves the right to review the RECIPIENT'S certificate of value and has sole authority to determine the value of the RECIPIENT'S non-cash contribution for the purposes of this agreement. If, as a result of the DEPARTMENT's determination, the RECIPIENT'S total cash and non-cash contribution is below that stated in the terms of this agreement, the RECIPIENT shall increase its cash contribution in order to complete the RECIPIENT'S local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by Transportation Enhancements Program grant shall not exceed the amount stated above (\$215,000.00) or 80 percent of the total cost of the eligible items, whichever is the smaller amount. Cost overruns shall be paid solely by the applicant.

7. Project activities or costs eligible for funding include only those items set out in Exhibit A, which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include, but are not limited to, those items set out in Exhibit B, which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DEPARTMENT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DEPARTMENT reserves the right to delay reimbursement of funds to the RECIPIENT if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five (5) working days, the DEPARTMENT shall so notify the RECIPIENT in writing and shall give the RECIPIENT an estimate of when reimbursement might be expected. The DEPARTMENT shall establish a system to equitably make reimbursements to all RECIPIENTS so affected.
11. The RECIPIENT shall submit to the DEPARTMENT, no later than thirty (30) days subsequent to the RECIPIENT's signature date on this agreement, a timetable outlining the project schedule. Failure to do so by the RECIPIENT may be considered a default under this agreement.
12. The RECIPIENT must have let the contract or have construction started within two (2) years of the date this project is approved by the DEPARTMENT. Approval was granted by the DEPARTMENT on September 13, 2011. If the RECIPIENT does not do this, they will be in default for which the DEPARTMENT can revoke funding commitments. This agreement may be extended for periods of up to six (6) months upon receipt of a written request from the RECIPIENT at least sixty (60) days prior to the deadline.
13. This agreement will become null and void if the project described in Section 3 drops out of the Metropolitan Planning Organization of Johnson County current Transportation Improvement Program (TIP) or the DEPARTMENT approved current Statewide Transportation Improvement Program (STIP) prior to authorization of Federal funds.
14. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

15. It is the intent of both parties that no third party beneficiaries be created by this agreement.
16. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
17. This agreement is not assignable without the prior written consent of the DEPARTMENT.
18. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. The RECIPIENT shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DEPARTMENT. However, the DEPARTMENT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the RECIPIENT and the DEPARTMENT prior to the survey.
 - B. The RECIPIENT shall submit six (6) copies of plans for all primary road system crossings to the DEPARTMENT's contact person for review and approval by the District Offices for necessary permits and the Offices of Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the RECIPIENT proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this project's purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The RECIPIENT shall be responsible for any necessary resurfacing or restoration.
 - D. The use of primary highway right of way for this project's purpose shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DEPARTMENT. Any relocation of this project necessary because of said plans shall be at the expense of the RECIPIENT, all at no cost to the DEPARTMENT.
19. The RECIPIENT shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the

DEPARTMENT's Right of Way Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The RECIPIENT will need to get environmental concurrence before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the RECIPIENT requests Federal-aid participation for right of way acquisition, the RECIPIENT will need to get environmental concurrence and FHWA authorization before purchasing any needed right of way.

20. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on the Primary Road System when on the DEPARTMENT's Right of Way. Certain utility relocation, alteration, adjustment, or removal costs to the RECIPIENT for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.

21. The RECIPIENT shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

In addition, the Recipient shall certify to the DEPARTMENT's contact person that all known required environmental permits have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.

Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DEPARTMENT.

22. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 76 Iowa Administrative Code (IAC) Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

23. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

24. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and/or landscape architect, whichever applies, licensed to practice in the State of Iowa. The RECIPIENT shall submit the plans, specifications and other agreement documents to the DEPARTMENT for review. This submittal may be in divisions and in the order of preference as determined by the RECIPIENT. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project letting of each division. The DEPARTMENT shall review said submittal(s) recognizing the RECIPIENT's development schedule and shall, after satisfactory review, authorize in writing the RECIPIENT to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DEPARTMENT prior to the modification being put into effect.
25. The RECIPIENT shall be responsible for the daily inspection of the project. For projects let to contract, the RECIPIENT shall compile a daily log of materials and quantities. For projects constructed with local forces, the RECIPIENT shall compile a daily log of materials, equipment and labor on the project. The DEPARTMENT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
26. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The RECIPIENT shall make such materials available at all reasonable times during the construction period and for three (3) years from the date of final reimbursement, for inspection by the DEPARTMENT, FHWA or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the RECIPIENT if requested.
27. The RECIPIENT may submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement.
28. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs, less a withholding of five (5) percent of the Federal and/or State share of construction costs. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT

has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT.

After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal or State funds withheld.

29. Upon completion of the project described in this agreement, a professional engineer, architect and/or landscape architect, whichever applies, licensed to practice in the State of Iowa shall certify in writing to the DEPARTMENT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project, the RECIPIENT shall furnish three (3) sets of "as-built" plans of the project to the DEPARTMENT.

Final reimbursement of funds, including retainage, shall be made only after the DEPARTMENT accepts the project as complete.

30. If, in the opinion of the RECIPIENT, the specific provisions of this agreement requiring the services of a professional engineer, architect and/or landscape architect, whichever applies, licensed to practice in the State of Iowa prove to be burdensome to the RECIPIENT or otherwise not in the public interest, and if the RECIPIENT decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the RECIPIENT may request that said provisions be waived on all or specific parts of the project identified by the RECIPIENT. Such request shall be made in writing to the DEPARTMENT's contact person who shall, after consultation with other DEPARTMENT staff as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and/or landscape architect, whichever applies, licensed to practice in the State of Iowa shall be performed by the RECIPIENT's contact person or designee.
31. The RECIPIENT agrees to indemnify, defend and hold the DEPARTMENT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews and funding participation.
32. This agreement may be declared to be in default by the DEPARTMENT if the DEPARTMENT determines that the RECIPIENT's application for funding contained inaccuracies, omissions, errors or misrepresentations,

or if the DEPARTMENT determines that the project is not developed as described in the application.

33. If the RECIPIENT fails to perform any obligation under this agreement, the DEPARTMENT shall have the right, after first giving thirty (30) days written notice to the RECIPIENT by certified mail return receipt requested, to declare any part or all of this agreement in default. The RECIPIENT shall have thirty (30) days from the date of the mailing of the notice to cure the default. If the RECIPIENT cures the default, the RECIPIENT shall notify the DEPARTMENT no later than five (5) days after the cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of the RECIPIENT's notice of cure, the DEPARTMENT shall issue either a notice of acceptance of cure or a notice of continued default.
34. In the event a default is not cured, the DEPARTMENT may revoke funding commitments and/or seek repayment of funds granted by this agreement. By signing this agreement the RECIPIENT agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the Transportation Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the RECIPIENT's share of road use tax funds, or other methods as approved by the Commission.
35. In case of a dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to IAC 679A (2003). Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DEPARTMENT and the RECIPIENT agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
36. The RECIPIENT shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DEPARTMENT. Failure to comply with this provision may be considered a default of this agreement.
37. The RECIPIENT shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the IAC 216 (2003). No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the RECIPIENT receives state funds from the DEPARTMENT.

38. The RECIPIENT shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the RECIPIENT shall advertise for bidders, make a good faith effort to get at least three (3) bidders and hold a public letting for the project work. Prior to awarding the contract, the RECIPIENT shall provide the DEPARTMENT file copies of project letting documents within five (5) working days after the letting. The RECIPIENT must wait for DEPARTMENT concurrence before making the final award.

Additionally, for projects where federal highway funds or federal non-highway funds are used to match the project, the RECIPIENT shall also follow all administrative and contracting procedures, which would normally be used when such funds are used. The RECIPIENT shall comply with all requirements for use of said funds as outlined in Exhibit C.

39. The RECIPIENT shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code Section 423.3, subsection 80. The RECIPIENT shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The RECIPIENT shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

40. This agreement, as set forth in items 1 through 40 herein, including referenced exhibits, constitutes the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement Number 12-STPE-117 as of the date shown opposite its signature below.

RECIPIENT: City of University Heights

By: _____ Date: _____, 2011

Title: _____

I, _____, certify that I am the City Clerk and that _____, who signed said Agreement for and on behalf of _____ was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City on the ___ day of _____, 2011

Signed _____ Date _____, 2011

City Clerk of _____, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date: _____, 2011

Craig Markley
Director
Office of Systems Planning

EXHIBIT A

Eligible Project Costs for Usage of Transportation Enhancement Funds

Project activities or costs eligible for Transportation Enhancements funding assistance include:

- Land acquisition, including appraisal and negotiation. Land may be acquired by lease, easement or fee title.
- Construction of the project.
- Design engineering and construction inspection directly associated with the project.

EXHIBIT B

Ineligible Project Costs for Usage of Transportation Enhancement Funds

Project activities or costs not eligible for TE funding assistance include:

- Any and all costs incurred prior to the execution of an agreement and written receipt of federal concurrence in environmental clearance for a project.
- Routine maintenance of the project.
- Overhead and operating costs - such as auditing, legal and administrative costs - associated with the project.
- Expenses associated with the preparation and submission of a project application.
- Utility costs not necessitated by the project.
- Purchase of office furnishings or equipment, construction equipment or personal property.

EXHIBIT C

Standard Provisions for Use of Federal-Aid

1. Since this project is to be financed in part with local and Federal funds, the Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations.

In all programs and activities of Federal-aid recipients, sub-recipients and contractors, no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, national origin, sex, age, or handicap/disability. While no specific commitment or numeric goal has been established for this project, the Recipient is encouraged, in accordance with Title 49, Code of Federal Regulations - Part 26 (49 CFR 26), to make a good faith effort to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

2. **The Recipient must receive notice of FHWA authorization from the DOT before beginning any work for which federal-aid reimbursement will be requested. The cost of work occurring prior to securing FHWA authorization will not be reimbursed with federal-aid funds. The Recipient must contact the DOT to obtain the procedures necessary to secure FHWA authorization.**
3. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location/design approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. If farmland is to be acquired, whether for use as project right of way or permanent easement, the Recipient shall submit the U.S. Department of Agriculture Farmland Conversion Impact Rating form when required, to the U.S. Natural Resources Conservation Service (NRCS).
4. The Recipient shall certify to the DOT's contact person that all known required environmental permits have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.

5. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers and the DOT, etc.
6. General requirements and covenants (Division 11) of the DOT's standard specifications shall apply to all projects let at the DOT.
7. The project plans, specifications and project cost estimate (PS&E) shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review and authorization to let the project.
8. The project shall be constructed under the DOT's Standard Specifications and applicable special provisions. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the DOT.
9. The Recipient shall comply with the procedures and responsibilities for materials testing and construction inspection according to the DOT's Instructional Memorandum (I.M.'s). The DOT will bill the Recipient for testing services according to its normal policy.
10. If Federal-aid is requested for in-house engineering services, the Recipient will follow the procedure outlined by the DOT. The Recipient, desiring to claim indirect costs under Federal awards, must prepare an indirect cost rate proposal and related documentation in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-87 - Cost Principles for State, Local, and Indian Tribal Governments. Reimbursement eligibility requires an indirect cost rate proposal to be certified by the governmental unit designated cognizant agency or the Federal agency providing the largest amount of Federal funds to the governmental unit.
11. If Federal-aid is requested for preliminary and/or construction engineering costs, the Recipient will select a consultant(s) in accordance with the DOT's consultant selection process.

12. The Recipient and the Consultant shall prepare a consultant contract for engineering services in accordance with Title 23, Code of Federal Regulations, Part 172 - Administration of Negotiated Contracts (23 CFR 172). This is required only if the Recipient uses federal funds for engineering services.
13. After the contents of the consultant contract have been mutually approved, the Recipient shall execute the contract and forward the same to the DOT for authorization only if federal funds are used for engineering services.
14. If preliminary engineering is federally funded, if the "do nothing" alternate is not selected, and if right of way acquisition for or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the Federal-aid Project Agreement is executed, the Recipient will repay to the DOT an amount equal to the amount of federal funds made available for such engineering.
15. The Recipient shall forward a Federal-aid Project Development Certification and final PS&E to the DOT. Following FHWA's authorization, the DOT will advertise the project for letting and furnish the Recipient with a sample letting package. As a condition for the DOT to let the package, the Recipient agrees that the Recipient has the financial resources to proceed with the project if bids submitted are 110% of the project cost estimate or less. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code Section 384.102.
16. Procurement procedures shall be as follows unless some other method is considered to be cost effective (such as the use of Recipient local forces), is proposed by the Recipient, and is approved by the DOT.
 - A. Procurement by **small purchase procedures**. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more (in aggregate) than \$25,000 for cities and \$50,000 for counties. If small purchase procedures are used, price or rate quotations will be obtained from an adequate number of qualified sources.

- B. Procurement by **sealed bids** (formal advertising). Bids are publicly solicited and a firm fixed-price (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
- C. Procurement by **competitive proposals**. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and with a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the used of sealed bids.
- D. Procurement by **non-competitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the circumstances noted in Title 49 Code of Federal Regulations - Part 18.36 Procurement.

The Recipient shall notify the DOT of the procurement method it intends to use. If procurement method "C" or "D" above is selected, the Recipient shall include justification for its selection and obtain approval from the DOT.

- 17. For contracts let to sealed bid, the letting shall be conducted by the DOT's Office of Contracts unless specifically requested and approved otherwise by the parties hereto.
- 18. If portions of the project are let to sealed bid by the Recipient, the Recipient shall advertise for bidders five (5) days before the letting, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after the letting. If the Recipient is not a political subdivision of the State of Iowa, the Recipient shall comply with the applicable laws, administrative rules and procedures for public purchasing and contracting as applicable to political subdivisions of the State of Iowa.
- 19. When let by the DOT, the DOT will prepare an Iowa DOT Staff Action for concurrence to award the contract. The DOT will mail three (3) originals of the unexecuted contract(s) to the Recipient.

20. The Recipient shall take action to award the contract or reject all bids. Following award of the contract and signature by the lowest responsive bidder, the Recipient shall forward to the DOT two (2) copies of the fully executed contract, two (2) copies of the performance bond and two (2) copies of the certificate of insurance.
21. If Federal-aid is requested for force account construction, the Recipient will follow the procedure outlined by the DOT.
22. The Recipient shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and Title 49 Code of Federal Regulations - Parts 660 and 661 regarding "Buy America" provisions on the procurement of foreign products and materials.
23. The Recipient shall assure that all contracts entered in furtherance of this project shall contain the following provisions:
 - a. Contain notice of awarding agency requirements and regulations pertaining to reporting.
 - b. Contain a provision allowing access by the DOT, the Federal Highway Administration, the Comptroller General of the United States, or any of their duly authorized representatives to any records of the contractor which are directly pertinent to that specific contract for the purpose making audit, examination, excerpts and transcriptions.
 - c. Contain a provision requiring retention of all required records for three years after the contracting agency makes final payments and all other pending matters are closed.
 - d. Contain mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163, 89 Stat. 871).
 - e. All contracts for construction or repair shall require compliance with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3).

- f. If the project is within a Federal-aid highway right of way and is in excess of \$2,000, the contract shall require compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- g. Construction contracts in excess of \$2,000 and other contracts in excess of \$2,500 which involve the employment of mechanics or laborers, shall require compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR part 5).
- h. If the contract is for more than \$10,000 it shall provide for termination for cause and for convenience by the contracting agency, including the manner by which it will be affected and the basis for settlement.
- i. Construction contracts in excess of \$10,000 shall require compliance with Executive Order 11246 as of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- j. If the contract is for more than \$100,000 it shall contain administrative contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

It also requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

- 24. The DOT will prepare the Federal-aid Project Agreement and submit it for FHWA approval and obligation of Federal-aid funds.
- 25. If the project right of way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal-aid project agreement is executed, the Recipient will repay the sum or sums of federal funds in the right of way to the DOT.
- 26. If this agreement is to fund the Historical Preservation of a structure, the Recipient shall preserve the architectural, historical and cultural integrity of the structure by maintaining and repairing the property in compliance with "The Secretary of the Interior's Standards for Rehabilitating Historical Buildings". No alterations shall be made to the existing structure without

first obtaining the written consent of the State Historical Society of Iowa (State Historic Preservation Officer).

27. If the Recipient, within the next twenty (20) years after project completion, decides to sell the structure to a private party or it is now under private ownership, the Recipient shall:
 - A. Execute a recordable document for preserving the historical and architectural integrity for twenty (20) years from the date of receipt of public funds; or
 - B. Repay the State of Iowa all the funds received by the Recipient.

28. If the Recipient elects to levy special assessments as a means of raising the local share of the total project costs, the Recipient shall reimburse the DOT in the amount that payments of Federal-aid and collections of special assessments, excluding interest and penalties, exceed the total cost of the public improvement as established by the provisions of Iowa Code Chapter 384. The Recipient agrees that at such time as its collections (exclusive of interest and penalties which shall be retained by the Recipient) from special assessments levied for this project exceed the local share in excess of the total project costs (including interest and penalties associated with the amount of excess) within sixty (60) days of the receipt of any special assessment payments. The Recipient shall notify the DOT when any lands specially assessed no longer qualify for an agricultural deferment of the special assessment, and notify the DOT when all special assessments have been satisfied. The DOT shall credit reimbursement billings to the FHWA in the amount of refunds received from the Recipient.

RESOLUTION NO. 11-23

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SUNSET STREET WIDE SIDEWALK PROJECT WITH SHIVE-HATTERY, INC. (CONSULTANT) TO INCREASE THE SCOPE OF THE PROJECT TO INCLUDE ADA-COMPLIANT SIDEWALK CURB RAMPS ON THE EAST SIDE OF SUNSET STREET WITH ADDITIONAL CONSULTANT FEES OF \$3,175.40.

WHEREAS, the University Heights City Council adopted Resolution No. 11-13 at its meeting August 9, 2011, formally stating the City’s intention to widen sidewalks along the west side of Sunset Street and endorsing the construction project to do so; and

WHEREAS, the City has previously applied and received approval for funding from state and federal governments for this project; and

WHEREAS, the City adopted Resolution No. 11-20 at its meeting November 7, 2011, authorizing execution of a Professional Services Agreement with Shive-Hattery, Inc. (“Consultant”), for a total expenditure of \$33,649.26, for the design consulting services associated with this project; and

WHEREAS, Consultant has informed the City that certain additional construction and design work is required because ADA-compliant curb ramps must be installed on the east side of Sunset Street pursuant to federal regulations; and

WHEREAS, Consultant has submitted Professional Services Agreement Amendment No. 1 in the form attached as Exhibit “A” that expands the scope of services to include design of approximately 13 additional curb ramps and additional fees associated with those services in the amount of \$3,175.40,

NOW, THEREFORE, BE IT RESOLVED by the City of University Heights, Iowa, that the Mayor is authorized to sign Amendment No. 1 to the Professional Services Agreement for Sunset Street Wide Sidewalk Project with Shive-Hattery, Inc. (Consultant) in the form attached as Exhibit “A”, to increase the scope of the project to include ADA-compliant sidewalk curb ramps on the east side of Sunset Street with additional Consultant fees of \$3,175.40.

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 13th day of December, 2011.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

**Professional Services Agreement Amendment No. 1
 for Sunset Street Wide Sidewalk Project**

This is an **AMENDMENT** to the original Agreement, made as of the ____ day of _____ in the year _____;

by and **BETWEEN** the City of University Heights, identified as the *Owner* ;
 City of University Heights
 Ms. Louise From, Mayor
 1004 Melrose Avenue
 Iowa City, Iowa 52246

and the *Consultant* ;
 Shive-Hattery, Inc.
 2834 Northgate Drive
 Iowa City, Iowa 52245

ADD to Attachment A. Scope of Services, Design Development and Construction Document Phase:

Increase the Scope of the Project to include ADA compliant sidewalk curb ramps on the east side of Sunset Street. Approximately 13 additional curb ramps are to be added to the project.

Attachment C. Fees and Payments – Lump Sum

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees

ADD: The lump sum amount for the scope of services included in Amendment No. 1 shall be \$3,175.40. The estimated staff hours and fees are as follows:

Estimated Staff Hours and Fees

	<u>Hours</u>		<u>Payroll Rate</u>		<u>Extended</u>
<i>Additional Scope- East side curb ramps</i>					
Grade 8 Professional Engineer	4	@	\$ 45.67	\$	182.68
Grade 3 Professional Engineer	32	@	\$ 28.61	\$	915.52
			Labor Total	\$	1,098.20
			Overhead 162.86%	\$	1,788.53
			Labor + OH	\$	2,886.73
			Profit 10%	\$	288.67
			Total	\$	3,175.40



This Amendment is subject to all other terms and conditions of the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

SHIVE-HATTERY, INC.

Kevin P. Trom
Kevin P. Trom, P.E.
Project Manager

Date: December 9, 2011

CITY OF UNIVERSITY HEIGHTS

Louise From
Mayor

Date: _____

Iowa Department of Transportation
Accepted for FHWA Authorization*

By: _____
Craig Markley, Director
Office of Systems Planning
State of Iowa

Date: _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

RESOLUTION NO. 11-21

RESOLUTION INCREASING CABLE TELEVISION FRANCHISE FEE

WHEREAS, the City of University Heights entered into a Cable Television Franchise Agreement with MCC Iowa LLC (“Mediacom”) effective November 13, 2001; and

WHEREAS, by its terms, that Agreement expired as of November 12, 2011; and

WHEREAS, changes in Iowa law permitted Mediacom to request renewal of its cable television franchise in University Heights from the Iowa Utilities Board (and not from the City) ; and

WHEREAS, Mediacom has, in fact, requested renewal of its cable television franchise from the Iowa Utilities Board; and

WHEREAS, under the prior Agreement, Mediacom was required to pay the City a franchise fee in an amount equal to three percent (3%) of Mediacom’s gross revenues generated pursuant to the Agreement; and

WHEREAS, the City desires to increase the franchise fee to five percent (5%) of gross revenues generated by Mediacom in the City of University Heights, all in accordance with Iowa law; and

WHEREAS, the phrase “gross revenues” as used in this Resolution is and will be defined by Iowa Code § 477A.1, as presently existing or hereafter amended, modified, or substituted,

NOW, THEREFORE, BE IT RESOLVED by the City of University Heights, Iowa, that the franchise fee associated with cable television franchise of MCC Iowa LLC (“Mediacom”) is hereby increased to and established at five percent (5%) of the gross revenues generated by MCC Iowa LLC (“Mediacom”) in the City of University Heights. Mediacom shall implement this increase as soon as reasonably practicable and shall notify the University Heights City Attorney once the increase has been implemented. The franchise fee established by this Resolution shall remain in effect until further notice by the City to Mediacom.

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 13th day of December, 2011.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

**City Clerk Report
December 13, 2011**

- **Two new building permits were received since the last meeting:**

**417 Monroe Street – Kitchen remodel
23 George Street – Service panel change**

I will send an updated spreadsheet after the meeting.

- **Five new rental permits were received since the last meeting:**

**1202 Melrose Avenue
513 Grandview Court
615 Grandview Court
19 Leamer Court
396 Koser Avenue**

I will send out the updated rental spreadsheet after the meeting.

Treasurer's Report

November 2011

Our total revenue for the month of November was \$43,550.27 comprised of the following amounts:

Property Taxes	\$ 17,540.94
Local Option Sales Tax	\$ 11,172.14
Parking fines	\$ 805.00
Traffic Fines from Clerk of Court	\$ 4,608.18
Interest on bank accounts	\$ 186.70
Road Use Funds	\$ 8,624.81
Building/excavation Permits	\$ 195.50
Rental Permits	\$ 300.00
Police Reports	\$ 77.00
Parking Permits	\$ 40.00

Balances in the bank accounts as of 11/30/11:

ISB&T Checking Account	\$385,522.55
Hills Bank Money Market Account	\$ 23,514.50
CD at UICCU (due 2/28/14)	\$ 40,806.28
Forfeiture Fund	\$ 2,292.26

There's a check to be approved for the interest payment that was due to Hills Bank on the capital loan note - \$3,419.55.

I need to file the quarterly IJOBS report by the end of the month. To remind you, we have \$9556.19 that can be used for any road use-related project including road maintenance activities. Before I file the report I need to know if the IJOBS funds are going to be put towards any of our streets projects/repairs.

The bill we got for leaf vacuuming was \$10,000.00 which is what we budgeted.

We got the preliminary report from the auditors. They are planning on presenting the report at the January meeting. Steve Kuhl is continuing to work on the responses to their statements as well as on the MD & A (Managers Discussion & Analysis). I will forward it all on to you when we get the finalized report.

Warrants for Council Approval

12/12/2011

November 8 through December 13, 2011

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Nov 8 - Dec 13, 11			
11/11/2011	City of Iowa City	City Hall water/sewer automatic payment	-21.24
11/15/2011	Fort, Matthew A		-1,359.97
11/15/2011	Fort, Ronald R		-1,962.74
11/15/2011	Lord, Benjamin M		-1,367.96
11/15/2011	Reinhard, Brad		-1,738.72
11/15/2011	Strong, Donald K.		-1,376.00
11/21/2011	McLeod USA/PAETEC	automatic phone service payment	-137.68
11/22/2011	MidAmerican Energy	pedestrian lights at 113 Golfview	-30.18
11/22/2011	MidAmerican Energy	1301 Melrose stop light	-30.26
11/22/2011	MidAmerican Energy	1011 Melrose stop light	-30.74
11/22/2011	MidAmerican Energy	City Hall electricity	-80.45
11/23/2011	MidAmerican Energy	street lights	-612.98
11/30/2011	Anderson, Christine M.		-186.87
11/30/2011	Fort, Matthew A		-1,426.62
11/30/2011	Fort, Ronald R		-1,682.69
11/30/2011	Kimura, Lori D.		-224.24
11/30/2011	Lord, Benjamin M		-1,089.95
11/30/2011	Reinhard, Brad		-1,414.72
11/30/2011	Strong, Donald K.		-1,542.80
11/30/2011	Wellmark BC/BS	monthly insurance payment	-1,614.92
11/30/2011	Internal Revenue Service	federal payroll taxes for #42-1109342	-5,127.29
11/30/2011	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM		-3,562.46
11/30/2011	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM		-94.25
12/01/2011	Paul J. Moore, Melrose Avenue Building	City Hall Rent	-867.00
12/01/2011	Verizon Wireless	monthly wire service/cell phone for police car autopayme	-121.69
12/08/2011	MidAmerican Energy	pedestrian lights at 113 Golfview	-32.81
12/09/2011	City of Iowa City	City Hall water/sewer automatic payment	-20.89
12/13/2011	Hills Bank and Trust	interest payment due on capital loan note	-3,419.55
12/13/2011	Dorsey & Whitney LLP	Sept legal services for TIF/2011 economic development	-2,232.00
12/13/2011	Breese Plumbing & Heating	remove RPZ & meter winterize park drinking fountain	-119.04

Date	Name	Memo	Amount
12/13/2011	ABC Solutions	Monthly fee for city website/email service	-24.95
12/13/2011	SEATS	Seats Payment	-703.66
12/13/2011	Paul J. Moore, Melrose Avenue Building	Garage rent	-35.00
12/13/2011	City of Iowa City	Oct-Nov bus service, fuel for police vehicles, city office w	-6,909.07
12/13/2011	Ed. Roehr Safety Products	new taser/spare batteries	-891.08
12/13/2011	Fountain Transmission Specialists	service transmission in unit #1	-125.00
12/13/2011	Terry Goerdt	inspection services for November	-630.00
12/13/2011	Norm Cate	inspection services for November	-350.00
12/13/2011	Guardian ID Services, Inc.	id cards for officers	-103.10
12/13/2011	Iowa City Tire and Service	install 4 new snow tires unit #2	-53.00
12/13/2011	Johnson County Refuse, Inc.	November recycling/leaf vaccuum	-11,738.50
12/13/2011	Leff Law Firm, L.L.P.	Legal fees 9/1/11-11/30/11	-20,547.14
12/13/2011	Lord, Benjamin M	reimbursement for bike pedals	-10.69
12/13/2011	Mediacom	online service 12/2/11-1/2/12	-69.95
12/13/2011	Old Republic Surety Group	public official schedule bond	-133.00
12/13/2011	O'Reilly Auto Parts	ice scrapers/oil for squad cars	-32.71
12/13/2011	Pyramid Services Inc.	oil change/clean injectors/clear trouble code	-221.21
12/13/2011	Racom Corporation	Police computer access fee	-79.60
12/13/2011	Reinhard, Brad	reimbursement for sewing patches on jacket	-15.00
12/13/2011	Shive Hattery	engineering services 9/3/11-10/28/11	-12,122.30
12/13/2011	Ultramax	9 mm, .40 cal .45 cal practice ammo	-2,053.00
12/13/2011	Westport Touchless Autowash	October & November vehicle washes	-30.00
12/13/2011	VISA	bike parts/uniforms/water cooler/postage	-598.10
12/13/2011	L.L. Pelling Co., Inc.	asphalt repair at George/Koser Intersection	-21,472.55

Nov 8 - Dec 13, 11

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff
FROM: Josiah Bilskemper, P.E.
DATE: December 12, 2011
RE: City Engineer's Report

(1) Melrose Avenue Wide Sidewalk

- a. Pat Yeggy contacted Iowa DOT office about the status of reimbursement checks. It was determined the check for reimbursement request #7 (\$16,303.64) was never received by the city, and Pat filed appropriate paperwork on December 6th to have a new check mailed out.
- b. We received a final paperwork request from the Iowa DOT on December 6th, which was processed and returned by Pat Yeggy the following day. They indicated this was the last form needed to approve the city's final reimbursement request (#8; \$14,498.89).
- c. *The final request for reimbursement (Claim #8) was submitted to Iowa DOT on October 20th. This requested release of retainage in the amount of \$14,498.89 (Nov. Mtg.)*

(2) Sunset Street Wide Sidewalk [STP-E-7855(607)—8V-52]

- a. On November 8th, we submitted the approved design consultant contract and associated paperwork to the DOT for their review and approval (Step 24 of the Federal-Aid Consultant Checklist).
- b. On November 22nd, the DOT forwarded a notice that federal authorization had been granted for preliminary engineering services, effective November 18, 2011.
- c. On December 2nd, the DOT gave approval for the city to notify the design consultant that preliminary engineering work may begin on the project (Step 35 of the Federal-Aid Consultant Checklist).
- d. On December 5th we provided the design consultant with a "Notice to Proceed" with preliminary engineering services (Step 36). The consultant is to have preliminary plans completed and submitted to the DOT for the Tuesday, January 17, 2012 turn-in date (pre-determined monthly date set by the DOT).
- e. On the agenda is Resolution No. 11-22 which is the funding agreement between the City and the DOT, which authorizes the DOT to process the city's reimbursement requests for the engineering and construction costs of the project. This is the standard funding agreement the DOT uses for projects with local cities.
- f. *The "Concept Statement" for the project was prepared by the city engineer and submitted to the DOT Office of Local Systems on October 18th (Nov. Mtg.)*
- g. *The project received NEPA Clearance on October 25th with a determination of categorical exclusion from the need for an individual environmental review by FHWA (Nov. Mtg.)*



- h. DOT Funding Request was submitted (August 18th) and received approval (Oct. Mtg.)*
- i. Pat Yeggy submitted the City's request to begin contract negotiation with the consultant selected by the council per the interview process. The Office of Local Systems has approved the request, and the consultant will draft an agreement for design and construction services for review by the City and the Iowa DOT (Oct. Mtg.)*

(3) Asphalt Repairs

- a. L.L. Pelling completed the asphalt street repair work approved at the November meeting during the second week of November, which included a section of pavement on Olive Court, and the George Street and Koser Avenue intersection.
- b. Final quantities were submitted and reviewed. A final cost of \$21,472.55 was submitted for the work. The final asphalt quantity required was 70 tons (58 ton estimate in contractor quote), and also included additional 8 square yards of sidewalk removal and replacement at the south curb ramps, and 25-feet of asphalt gutter grinding near the driveway apron at 200 Koser Avenue.

(4) Melrose Avenue and Sunset Street Patching (ARRA Funds)

- a. On December 2nd, the materials audit documentation was sent to the DOT District 6 office for their review and approval, along with additional paperwork items requested during the November 15th project audit. We are awaiting comments from the submittal.
- b. *All paperwork and forms have been submitted to the DOT. The final audit will take place on November 15th at the Shive-Hattery office in Iowa City (Nov. Mtg.)*
- c. *Upon completion of the audit process, final retainage can be released to the contractor, and final reimbursement request submitted to the DOT (Oct. Mtg.).*

(5) MUTCD Sign Management Plan

- a. The draft management plan was presented and discussed at the November meeting, and is currently awaiting any additional comments. A final draft of the plan will be prepared and submitted to the council in advance of the January 10, 2012 council meeting. This "living" document should be accepted by resolution at the January 2012 meeting.

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

City of University Heights, Iowa
 Account QuickReport
 All Transactions

2:11 PM
 12/12/2011
 Accrual Basis

Type	Date	Num	Memo	Amount
MISCELLANEOUS REVENUES				
Cable TV Franchise				
Deposit	01/29/2001	#1654	Gen: Cable Franchise Fee	5,911.47
Deposit	09/14/2001	#1678	Gen:Misc:Cable:Mediacom Jan-July 01	3,498.25
Deposit	03/24/2003	#1736	Gen:Misc:Cable Franchise fee	5,418.33
Deposit	05/12/2004	#1788	Medicaom	5,630.54
Deposit	03/23/2005	#1816	Mdicacom	6,016.35
Deposit	03/29/2006	#1864	Mediacom	6,129.31
Deposit	03/23/2007	#1905	Medicaom	6,440.38
Deposit	02/14/2008	#1933	Mediacom franchise fees	7,237.19
Deposit	02/17/2009	#1966	Mediacom Franchise Fees	7,734.81
Deposit	01/23/2010	#1996	Mediacom franchise fees	8,345.84
Deposit	02/28/2011	#2021	Mediacom	9,016.98
Total Cable TV Franchise				<u>71,379.45</u>
Total MISCELLANEOUS REVENUES				71,379.45