

7:00pm PUBLIC HEARING on proposal to issue revenue bonds or notes for the benefit of Christian Retirement Services, Inc. (Oaknoll Project) in a principal amount not to exceed \$62,000,000.

AGENDA

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

Tuesday, June 12, 2012

St. Andrew Presbyterian Church

7:00 – 9:00 P.M.

Meeting called by Mayor Louise From

Time		Topic	Owner
7:00	Call to Order Meeting	Roll Call Approval of Minutes May 8, 2012	Louise From
	Call to Order Public Hearing on proposal to issue revenue bonds or notes for the benefit of Christian Retirement Services, Inc. (Oaknoll Project) in a principal amount not to exceed \$62,000,000.	Public comments	
	Close Public Hearing Return to Regular Meeting		
7:20	Public Input	Public Comments Consideration of Resolution No. 12-12 relating to the holding of a public hearing and approving proceedings for the issuance and sale of Revenue Bonds or Notes (Oaknoll Project) in an aggregate principal amount not to exceed \$62,000,000.	
	<u>Administration</u>		
	-Mayor	Mayor's Report -Bicycle Friendly Community-Bronze designation Award from American League of Bicyclists. -Feedback report from American League of Bicyclists and suggestions to improve including Pro-Bicycle parking Ordinances -Trail signs-connecting University Heights with the greater community trail system.	Louise From Kristopher Ackerson, MPO assistant transportation planner
	-City Attorney	Legal Report -Consideration of Resolution No. 12-13 authorizing the Mayor to sign and the Clerk	Steve Ballard

Time	Topic	Owner
	to attest a 28E agreement with Johnson County SEATS for services for FY2013. -Consideration of Resolution No. 12-14 authorizing the Mayor to execute and the Clerk to attest the FY2013 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. -Consideration of Resolution No. 12-15 authorizing the Mayor to execute and the Clerk to attest an Agreement to Guarantee Payment to Johnson County Refuse for Refuse and Yard Waste Stickers Provided to Stella for Sale to the Public.	
City Clerk	City Clerk Report -Consideration of liquor license for Stella restaurant	Chris Anderson
<u>Committee Reports:</u>		
<u>Finance</u>	Committee Report Treasurer's Report/Payment of Bills -Consider payment to the city intern Kathryn Mickelsen.	Jim Lane
<u>Community Protection</u>	Committee Report Police Chief Report Community Relations Report BTWW event, Resident's Guide, Community Garage Sale. -Upcoming event: City Picnic Sept. 9 th -Discussion of Adopt a Park: Tower Ct.	R. Hopson/M. Haverkamp Ron Fort Rosanne Hopson
<u>Streets and Sidewalks</u>	Committee Report -Discussion concerning lowering speed zones on certain City streets Engineer Report 2012 Street Improvements for bidding -discussion of city-wide mapping Sunset Street wide sidewalk project updates -homeowners meeting report -planting replacement trees -Benton/Sunset Street corner	Jan Leff Josiah Bilskemper
<u>Building, Zoning & Sanitation</u>	Committee Report -Consideration of city renting a garage at Grandview Ct. for purpose of Grandview Ct. Recycling. Zoning Report	Brennan McGrath Pat Bauer
<u>e-Government</u>	Committee Report	Mike Haverkamp
Announcements		Anyone
9:00 Adjournment		Louise From

Next Regular Council Meeting: Tuesday, July 10, 2012 @ St. Andrew Church

Mayor's Report - June 2012

May 14th - Press Release: The League of American Bicyclists has designated **University Heights as a Bicycle Friendly Community (BFC)**. This decision involved careful review of the city's application and consultation with local cyclists. There are now 214 BFC's in 47 states. University Heights was announced at the Bronze level with 21 other cities for 2012. Cedar Rapids, IA. was the only other city announced in the Iowa this year. Other cities announced at the bronze level were Lincoln, NE, and State College, PA. Our city was given two "Bicycle Friendly Community" street signs. This designation is for 4 years: 2012-2016, then reapplication will be needed. The city received a feedback report with suggestions to improve. Some interesting statistics worth repeating are according to the 2010 US Census 15% of University Heights workers commute to work by bicycle and 28% walk to their jobs. This designation is indeed an honor for University Heights joining Iowa City as only the second city in Johnson County to receive such a tribute.

May 16th - Bike to Work Week Breakfast was held in University Heights in front of the city office. After a suggestion to me at a Regional Trails and Bicycle Committee to host a breakfast in University Heights this year with BTWW grant monies. Geoff's Bike and Ski co-sponsored with the city. Rosanne and I worked together in organizing this successful event and plan a repeat performance next May. **Special Thanks** to local volunteers: Larry Wilson, Margaret Donnelly and Mike Haverkamp. Also to: Fareway for donating many cases of bottled water.

May 17th -I attended the TTAC (Transportation Technical Advisory Committee) Meeting Highlight: STP and TE funding recommendations were voted on for Iowa City, Coralville and North Liberty projects.

May 23rd - I attended the Urbanized Area Policy Board Meeting- Highlights: STP and TE funding was approved for Iowa City, Coralville and North Liberty projects.

May 23rd - I attended the EMA (Emergency Management) Meeting. I served on a subcommittee with Don Saxton, Mayor- Oxford and Michelle Payne, IC city council to recommend a salary increase for EMA director, Dave Wilson.

Note: St. Andrew Presbyterian Church has a new policy that their tables and chairs be handled only by their custodian because of insurance purposes. Although they don't charge the city their normal fee for the use of the room, they now request that the city pay a \$30 custodian fee.

I was asked to share an email I received from Travis and Autumn Craig which speaks to the level of police protection and caring that we have in University Heights.

June '12 – City Attorney's Report

1. Oaknoll – Conduit Financing.

- The Council will be holding a public hearing on Oaknoll's request that the City participate in certain financing. Representatives of Oaknoll will be in attendance to present the proposed construction project and plans.
 - Oaknoll's bond counsel has prepared documents related to the financing request. The City has retained bond lawyers at the Ahlers & Cooney Law Firm in Des Moines to review these proposed documents. (Oaknoll will reimburse the City for the fees generated by Ahlers & Cooney and by my office with respect to the present request.
 - Steve Nadel at Ahlers & Cooney indicates the documents provided by Oaknoll's bond counsel are in suitable order. Mr. Nadel will be available by telephone for tomorrow's meeting.
 - Mr. Nadel also provided a link to some additional information related to these types of financing requests: <http://www.irs.gov/pub/irs-pdf/p5005.pdf>. You may find the information there useful.
 - I am attaching a letter from another lawyer at Ahlers & Cooney that was sent when the City was considering a prior financing request from Oaknoll. The information set forth in this letter is pertinent to the present request, and I thought it might be good for the Council to review.
- The Council will consider Resolution No. 12-12, which approves proceedings for the issuance and sale of revenue bonds or notes for Oaknoll in an amount not to exceed \$62 million. A copy of the Resolution is attached.

- ### 2. Agreement with Johnson County for SEATS Services. You will be considering Resolution No. 12-13, which authorizes the Mayor to sign the renewal of the 28E Agreement with Johnson County for SEATS services. 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 fifty cents (\$0.50) per mile for a one month period. After the initial fifty cents (\$0.50) per mile benchmark is met, an additional five cent (\$0.05) charge shall be applied for each ten cent (\$0.10) increase in fuel cost per operating 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. Copies of the Resolution and Agreement are attached.

3. **Agreement with Iowa City for Transit Services.** You will be considering Resolution No. 12-13, which authorizes the Mayor to sign the renewal of the 28E Agreement with Iowa City for transit services; the proposed contract price is \$34,277.00, an increase of 3.38% over present fiscal year’s cost of \$33,156.00. Other terms remain the same. The Resolution and the Agreement are attached.
4. **Guarantee of Payment for Refuse and Yard Waste Stickers.** You will be considering Resolution No. 12-15, by which the City guarantees payment to Johnson County Refuse for refuse and yard waste stickers. The City’s liability is limited to \$720.00, and the City’s guarantee may be terminated on 30 days’ notice at any time by the City. Copies of the Resolution and Agreement are attached.
5. **Speed Limit Adjustment.** You will be discussing possible amendments to speed limits on certain City streets. As I have indicated before, the Council has the authority to set speed limits “upon the basis of an engineering and traffic investigation” showing that the default speed limit in the Iowa Code (25 MPH for residential areas) is “greater than is reasonable and safe under the conditions found to exist”. Iowa Code § 321.290 (2011). John Yapp has prepared a sidewalk inventory map showing where sidewalks exist only on one side of the street, on both sides, or on neither side. A copy of that map is attached.
6. **Recent Board of Adjustment Meeting.** The Board of Adjustment met last week to consider a couple of variance applications. The Board approved a variance for 149 Koser Avenue that will permit an existing fence to remain in its current location, which is closer than the 2-foot minimum setback from a street right-of-way as provided in Ordinance 105. The applicants (and property owners) of 20 Olive Court withdrew the application for the other variance that was on the Board’s agenda.
7. **My availability.** I will not be present for the July 10, 2012, meeting. Another lawyer in my office will attend. I will be available through July 6, then again starting July 16.

HEARING PROCEEDINGS

University Heights, Iowa

June 12, 2012

The City Council of University Heights, Iowa, met in regular session on the above date at 7:00 p.m., in the St. Andrew Presbyterian Church, 1300 Melrose Avenue, University Heights, Iowa. The meeting was called to order and there were present the Mayor and the following named Council Members:

Present: _____

Absent: _____

****Other Business****

The Council investigated and found that notice of intention to issue revenue bonds or notes, in one or more series, (the "Bonds") on behalf of Christian Retirement Services, Inc. in an aggregate principal amount not to exceed \$62,000,000 had, as directed by the Council, been duly given according to law.

This being the time and place specified in the notice for the conduct of a public hearing on the proposal to issue such Bonds, the Mayor announced that all local residents attending the hearing would now be given an opportunity to express their views for or against the proposal to issue the Bonds. The following local residents attending the hearing expressed their views as follows:

The following local residents who had submitted written comments prior to the hearing expressed their views in such written comments as follows:

After all local residents who appeared at the hearing who desired to do so had expressed their views for or against the proposal to issue the Bonds, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question on the motion and upon the roll being called, the following named Council Members voted:

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Hopson	_____	_____	_____
Lane	_____	_____	_____
Leff	_____	_____	_____
McGrath	_____	_____	_____

Whereupon, the Mayor declared said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. 12-12

RESOLUTION RELATING TO THE HOLDING OF A PUBLIC HEARING AND APPROVING PROCEEDINGS FOR THE ISSUANCE AND SALE OF REVENUE BONDS OR NOTES (OAKNOLL PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$62,000,000.

WHEREAS, the City of University Heights, State of Iowa (the “Issuer”), is a municipal corporation and political subdivision of the State of Iowa authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the “Act”), to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”) and to refund any bonds issued pursuant to the Act; and

WHEREAS, the Issuer has been requested by Christian Retirement Services, Inc. (the “Borrower”), a Tax Exempt Organization, to issue its revenue bonds or notes, in one or more series, in an aggregate principal amount not to exceed \$62,000,000 (the “Bonds”) for the purpose of: (1) financing a portion of the costs of the construction, equipping and furnishing of a building of approximately 135,000 square feet that will include approximately 60 independent living apartments and common areas (dining, recreation, meeting space, parking, etc.) and related facilities and improvements to support approximately 100 residents to be located at lots west of the Borrower’s existing campus on the west side of George Street, north side of Benton Street and east side of Spring Street, all in Iowa City, Iowa (the “Project”); (2) refunding the Issuer’s \$30,000,000 Senior Housing Facilities Revenue Notes, Series 2010 (Oaknoll Project) (the “Prior Notes”) issued for the purpose of financing a portion of the costs of the Project; (3) refunding (a) a portion of the Senior Housing Facilities Revenue Bonds (Oaknoll Project), Series 2004B, Series 2004C and Series 2005B previously issued pursuant to the Act by the Issuer (the “Issuer Prior Bonds”) and (b) a portion of the Senior Housing Facilities Revenue Bond (Oaknoll Project), Series 2004A previously issued pursuant to the Act by the City of Iowa City, Iowa (the “Iowa City Bond” and, together with the Issuer Prior Bonds, the “Prior Bonds”) the proceeds of which were used by the Borrower to finance capital improvements and for other purposes set forth in the Prior Bonds; and (4) paying the costs of issuance pursuant to the Act; and

WHEREAS, it is proposed to finance the foregoing through the issuance of the Bonds and to loan the proceeds from the sale of the Bonds to the Borrower under one or more loan agreements (the “Loan Agreements”) between the Issuer and the Borrower, the obligations of which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

WHEREAS, the Bonds, when issued, shall be limited obligations of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of and interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the aforementioned Loan Agreements; and

WHEREAS, notice of intention to issue the Bonds has, as directed by the City Council of the Issuer, been duly given in compliance with the Act and Section 147(f) of the Internal Revenue Code, and a public hearing has been held on the proposal to issue the Bonds at the time and place as specified in said notice and all objections or other comments relating to the issuance of the Bonds have been heard;

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

Section 1. It is hereby determined it is necessary and advisable that the Issuer proceed with the issuance of the Bonds, as authorized and permitted by the Act, and loan the proceeds of the sale of the Bonds to the Borrower, all upon terms and conditions mutually satisfactory to the Issuer and the Borrower. The Council shall proceed with the necessary proceedings relating to the issuance of the Bonds as soon as the required documentation has been prepared by Bond Counsel.

Section 2. At the public hearing conducted by the Council, pursuant to published notice, all persons who appeared were given an opportunity to express their views for or against the proposal to issue the Bonds.

Section 3. The Bonds, if issued, and the interest and premium, if any, thereon, will be payable solely out of the revenues derived from the Loan Agreements, and shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation and shall not constitute nor give rise to a pecuniary liability of said Issuer or a charge against its general credit or taxing powers. All costs and expenses incident to the issuance and sale of the Bonds, including, but not limited to, accounting, legal, and Bond Counsel and Issuer's Counsel fees, printing fees and filing fees, shall be paid from Bond proceeds or directly by the Borrower.

Section 4. All resolutions and orders or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption.

Passed and approved June 12, 2012.

Louise From, Mayor

Attest:

Christine Anderson, City Clerk

* * * Other Business * * *

On motion and vote, the meeting adjourned.

STATE OF IOWA)
COUNTY OF JOHNSON) SS
CITY OF UNIVERSITY HEIGHTS)

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the aforementioned City and that as such I have in my possession, or have access to, the complete corporate records of said City and of this City Council and its members; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the holding of a public hearing on the proposal to issue revenue bonds or notes (Oaknoll Project), in an aggregate principal amount not to exceed \$62,000,000.

WITNESS my hand and the corporate seal of said City hereto affixed this 12th day of June, 2012.

Christine Anderson, City Clerk

(Seal)

AHLERS & COONEY, P.C.

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December 9, 2010

Mr. Steven E. Ballard
Leff, Hauptert, Traw & Willman, LLP
222 South Linn Street
Iowa City, Iowa 52244-2447

RE: Proposed \$30,000,000 City of University Heights, Iowa
Revenue Bonds (Christian Retirement Services, Inc.)

Dear Steve:

I am writing in response to your recent request that I address several questions which have been raised in connection with the request by Christian Retirement Services, Inc. ("Borrower") that the City of University Heights, Iowa (the "City") consider issuing the above-captioned Bonds on Borrower's behalf. Those questions concern (i) the potential for liability on the part of the City arising from the authorization and issuance of the above Bonds, noting in particular the repayment obligations that the Bonds will entail and the consequences that may flow from a default in repayment of principal of and interest on the Bonds; (ii) the appropriateness of a request by the City to review Borrower's financial statements; and (iii) the appropriateness of the assessment of a fee by the City to act as issuer of the Bonds.

City's Potential Exposure to Liability

The various documents that will govern the liabilities and responsibilities of the parties to the transaction have not yet been prepared. For this reason, the following observations must be treated as general ones and subject to modification by the terms of those documents as finally drafted and negotiated.

As currently proposed, the City is being asked to issue the Bonds and thereafter to loan the Bond proceeds to Borrower for the purpose of constructing and equipping, among other things, new independent living apartments. The loan of the Bond proceeds will be made under the terms of a Loan Agreement between the City and Borrower. The Loan Agreement generally will obligate Borrower to repay the loan, together with interest thereon, in amounts and at times scheduled to be sufficient to pay the principal of and interest on the Bonds as the same becomes due. At the time of closing, the City will assign to a corporate trustee, under the terms of an Indenture of Trust, all of its rights, title and interest in and to the Loan Agreement (other than its right to receive certain payments or reimbursements for expenses and fees for indemnification) in order to secure the payment of amounts due on the Bonds. As a result, Borrower will make its payments directly to the trustee, who thereafter will make principal and interest payments directly to bondholders. The payment of principal of and interest on the Bonds also may be secured by a first mortgage lien on and security interest in the Project and certain additional real

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estate and interests therein granted by Borrower to the trustee. Borrower also may create a debt service reserve fund with the trustee to further secure the Bonds.

The City thus will serve as a "conduit" in the financing and will have no continuing obligation with respect to repayment of the Bonds following the closing. The Bonds are intended to be limited obligations of the City and to be payable solely from and secured by a pledge and assignment of payments made by Borrower pursuant to the Loan Agreement, and may perhaps be further secured by a mortgage and a debt service reserve fund. The Bonds will not constitute general obligations of the City or a charge against the general credit or taxing powers of the City, and no bondholder will have any right to demand payment of the principal or interest on the Bonds from any funds raised by taxation. In the event of a default on the part of Borrower in making debt service payments, the trustee will be empowered under the Indenture to take a number of steps on behalf of the bondholders, typically including the right to foreclose on any mortgage granted to the trustee, to sell the property securing the Bonds and to use the proceeds derived therefrom to pay bondholders, but the trustee may not look to the City for repayment of the Bonds.

Having said that, however, participating as an issuer in a conduit financing should not be viewed as something that could never be a problem for the City if the Bonds don't get paid. Two things come to mind here. First, the City has only one good name, and in the event of default on the Bonds it will be the City's name that gets remembered. Because the Bonds are special obligations of the City, any subsequent default should have no effect on the City's ability to issue general obligation bonds in the future, but the story nonetheless may have to be told and it is possible that a significant default would be regarded as an indicator of economic conditions in the area. I also should note that (although it has not occurred in Iowa) at least one state has enacted legislation requiring issuers of defaulted conduit bonds to register their future municipal bond offerings with state securities officials. Second, again assuming a worse-case scenario (in other words, that a default would occur), a securities law action may be brought by the bondholders and, if so brought, such an action may include the City as a defendant. For this reason, it would be typical for the City to obtain rights to indemnification from Borrower in the Loan Agreement. The value of those indemnification rights, however, may be limited or even worthless to the City if Borrower is financially unable to assume them if the need arises. Under those circumstances, the City could be left as a defendant in a securities law action brought by the bondholders and thus forced to defend the action without any prospects of being indemnified for those costs. For these reasons, whether and to what extent the City participates in any conduit financing ultimately is a question of policy, with the Council being asked to determine whether the benefits of the financing (here, the construction and equipping of the new independent living apartments and the benefits therefrom) outweigh the risks (however remote) that may be present.

Request to Review Financial Statements

The foregoing concerns might lead one to the conclusion that the City should always review a borrower's financial statements. Iowa Code Chapter 419, the statute which gives the City the authority to issue revenue bonds for certain eligible projects such as this, is entitled "Municipal Support of Projects." The City has discretion as to what projects, if any, it chooses to support in this fashion. In making that decision, I suspect most cities, to one degree or another, consider the type of project, the nature of the borrower and its financial strength to undertake the financing, and the impact the project may have on the community. The extent to which the project will generate taxable valuation may be a consideration as well. Review and consideration of a potential borrower's financial statements could provide certain information and insight into the borrower that may be relevant to the Council in determining whether it should assist that borrower in financing the project. In addition, review of a potential borrower's financial statements might also shed some light on the borrower's actual ability to meet its obligations to indemnify the City, as discussed above, in the event it ever became necessary to do so.

Having said that, the custom and practice of most municipal issuers in a conduit financing under Chapter 419 is to not review the financial statements of the conduit borrower, and the City clearly has no legal obligation to do so. To the extent the City receives documents from a potential conduit borrower, they become "public records" under Iowa law, so there is some balancing of interests required (i.e., the interests of the City in having the information and the interests of a private borrower in maintaining the confidentiality of its records). For that reason, an "ad hoc" approach to the subject leaves something to be desired. The better approach, if the Council concludes that it would like to review a borrower's financial statements, would be to establish a policy on the subject that would apply to Borrower and any future potential borrowers as well. As a practical matter, such a policy would require the City to determine whether it would review such materials internally, or if it would need to hire a financial advisor to review such information on the City's behalf. Although those costs could presumably be passed on to the borrower, it should be recognized that such additional costs would make it less attractive for potential borrowers to pursue conduit financing through the City.

Assessment of a Fee to Act as Issuer

Most municipal issuers do not charge a fee to act as issuer in a conduit financing, although I understand a few do, including the City of Des Moines. The Iowa Finance Authority, which also may issue conduit bonds under Chapter 419, also charges a fee at closing of ten basis points (.1%) on the first \$10 million in principal amount of bonds issued, and a fee on bonds in excess of such amount based on a sliding scale.

While not common, charging such a fee would be lawful. As with the review of financial statements, if the City desires to charge a fee to act as issuer it should consider adoption of a written policy or guideline on the subject that would apply to future potential borrowers as well.

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Bear in mind, however, that additional issuance costs to be incurred by a borrower such as issuer fees reduce the advantage between tax-exempt and taxable financing for the borrower, and could discourage future potential borrowers from seeking this method of financing.

Ultimately, of course, we are talking here (and in the case of reviewing borrower financial statements) about matters that are more Council policy than legal issues. For some cities, Chapter 419 is viewed as an economic development tool that the city can and should use to its benefit. Other cities, for whatever reason, prefer not to be a part of such financings unless certain factors are present or conditions met. In the end, I don't think you can be too critical of either approach.

I hope this is useful. If you have any questions, or if we can provide you with further information on these subjects, please don't hesitate contact me.

Very truly yours,

John H. Bunz

JHB:ej

NJACKSON\# 677883.1 \19608006

RESOLUTION NO. 12-13

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THE FY2013 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 FY2013 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 FY2013 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.

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

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Hopson	_____	_____	_____
Lane	_____	_____	_____
Leff	_____	_____	_____
McGrath	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 12th day of June, 2012.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

Passed and approved this _____ day of _____, 2012.

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, 2012 through June 30, 2013**

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 Metropolitan Planning Organization of Johnson County's 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, 2012 and continue for one year through and including June 30, 2013.
2. The City agrees to pay the County \$8,443.89 for the provision of paratransit service in FY2013. This amount shall be the total City funding to the County for SEATS service in FY2013. Monthly payments of \$703.66 shall be due on or before the 15th of each month, with first said payment due in July of 2012.
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 fifty cents (\$.50) 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 fifty cents (\$.50) 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: _____ By: _____
Louise From, Mayor Rod Sullivan, Chairperson
Board of Supervisors

ATTEST: _____ ATTEST: _____
Chris Anderson, City Clerk 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 Rod Sullivan 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 Rod Sullivan 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(l), 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(l)(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 from 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 is 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. 12-14

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST THE FY2013 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 FY2013 at a rate of \$34,277, 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 FY2013 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.

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

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Hopson	_____	_____	_____
Lane	_____	_____	_____
Leff	_____	_____	_____
McGrath	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 12th day of June, 2012.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

Louise From, MAYOR

ATTEST: _____
Christine Anderson, CITY CLERK

**FY2013 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 _____, 2012, 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, 2012, and continue through and including June 30, 2013.

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 \$34,277 for the provision of public transit service as herein described during FY2013. Payment shall be made in twelve monthly payments of \$2,856.42 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

RESOLUTION NO. 12-15

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE CLERK TO ATTEST AN AGREEMENT WITH JOHNSON COUNTY REFUSE, INC. CONCERNING PAYMENT FOR REFUSE AND YARD WASTE STICKERS SOLD AT STELLA

BE IT RESOLVED by the City of University Heights, Iowa, that the Mayor is authorized sign and the Clerk to attest the "Agreement Concerning Payment for Refuse and Yard Waste Stickers" in the form attached as Exhibit "A."

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

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Hopson	_____	_____	_____
Lane	_____	_____	_____
Leff	_____	_____	_____
McGrath	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 12th day of June, 2012.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

**Agreement Concerning Payment for
Refuse and Yard Waste Stickers**

WHEREAS, the City of University Heights, Iowa and Johnson County Refuse, Inc. have entered into an agreement whereby Johnson County Refuse provides refuse and yard waste removal to City residents, among other services, for prescribed fees; and

WHEREAS, a portion of the fees received by Johnson County Refuse come from refuse and yard waste stickers sold by Johnson County Refuse to City residents at retail stores; and

WHEREAS, Johnson County Refuse intends to offer these stickers for sale to City residents at Stella 1006 Melrose Avenue, University Heights; and

WHEREAS, Johnson County Refuse has requested that the City guarantee payment for these stickers to reduce the risk of loss to Johnson County Refuse and as an inducement for Johnson County Refuse to make the stickers available for sale at Stella; and

WHEREAS, the City is willing to guarantee such payment to the maximum amount of \$720.00,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS AGREEMENT, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY OF UNIVERSITY HEIGHTS, IOWA AND JOHNSON COUNTY REFUSE, INC. AGREE AS FOLLOWS:

1. Johnson County Refuse shall provide Stella refuse and yard waste stickers in such quantities and at such times as Johnson County Refuse desires and determines, in its sole discretion.

2. Johnson County Refuse shall call upon Stella, in writing or by email, to pay Johnson County Refuse for all such stickers that are not returned to Johnson County Refuse.

3. If payment is not made by Stella to Johnson County refuse, then, upon proof of such written or email demand, the City of University Heights shall pay Johnson County Refuse for the amounts it should have received for such stickers, but in no event more than \$720.00.

4. The City's total obligation under this Agreement is \$720.00; the City shall not be liable for any sums over \$720.00 that may be owed by Stella to Johnson County Refuse for any reason.

5. If

6. The City may terminate this agreement at any time for any reason or for no reason upon 30 days' written or email notice to Johnson County Refuse.

7. This agreement shall terminate as provided in numbered paragraph 6 of this Agreement or at the same time the City's Agreement with Johnson County Refuse for providing refuse and yard waste removal services terminates, whichever date occurs first.

8. The City shall not be liable for amounts owing by Stella to Johnson County Refuse accruing after termination of this Agreement, regardless of the mechanism or reason for termination, but the City shall remain liable to Johnson County Refuse (to the maximum amount of \$720.00) for amounts owing by Stella to Johnson County Refuse accruing up to termination of this Agreement.

9. Johnson County Refuse shall inform the City within 30 days of termination of this Agreement if it claims any sums to be due and owing under this Agreement.

10. If and to the extent that the City makes payment of any sort and in any amount pursuant to this agreement, Johnson County Refuse hereby irrevocably assigns the right to proceed against Stella to collect that amount to the City.

Agreed to at University Heights, Iowa, this 12th day of June, 2012.

Louse From, Mayor
City of University Heights, Iowa

Steve J. Smith, President
Johnson County Refuse, Inc.

Christine Anderson, City Clerk
City of University Heights, Iowa

**City Clerk Report
June 12, 2012**

- **Received two rental permits for 516 Grandview Court and 100 Highland Drive (for 7/1/12 rental).**
- **Building permits for:**
 - 31 Prospect Place – electrical permit**
 - 236 Koser Avenue – deck**
 - 59 Olive Court - electrical permit**
 - 507 Mahaska Drive - building, electrical and mechanical permits for basement windows**

Report from Norm:

On May 4th, I gained entry into 1251 Melrose to investigate for over occupancy. To my surprise, only 2 bedrooms were occupied; the other main floor room that could be used for a bedroom was mostly empty, with nothing in the closet and no other signs of daily use. The basement is non-habitable, and it clearly was not being used as any living space, just storage. The property manager gave me a copy of the current lease, which only has the 2 names on it, and he stated that the current tenants are moving out fairly soon and a new lease is in place with just 2 people listed.

No rental permit for 1247 Melrose Ave. There seems to be 1 or 2 cars in the drive way on a consistent basis, but no one comes to the door when I knock. I have sent letters to the owner in FLA (got his address from the assessor's site) and the Melrose Ave address and also to any "tenant" who may be living there. I have gotten no reply as of yet, but am continuing to monitor the situation and trying other methods to find the owner.

Received an over occupancy complaint on 1236 Melrose Ave again. I contacted the owners on May 30th and gained entry on June 4. I inspected with the owner, Gabriela Muste and a tenant, Jason Running . There are 4 bedrooms in the house. One is occupied by Jason and his wife, another is occupied by a Par Weiger (sp?). Another bedroom is clearly being used as an office. The 4th bedroom is set up as a guest room/study, with a futon-type couch and that's about it. The basement is used basically for storage. Jason, his wife and Par have lived in the house since last August. I was told by Jason and Gabriela that the two tenants who left in January because of the previous over-occupancy

have moved into an apartment that does not take dogs, so they had to leave their black lab behind, therefore they come over to visit quite often. There is no physical evidence in the house of over occupancy.

108 Highland is a new rental, it has been inspected, but not sure if fees have been paid. Tenant is due to move in in July.

Scheduled rental properties inspections in May were conducted at;

Grandview Ct #'s 112, 406, 525, 404, 503, 511, 211, 517, 527, 528, 622

Reinspections were conducted at;

20 Olive Ct and 108 Highland Ave

20 Olive Ct will be applying for a building permit to tear out and replace the rear deck. At this time, they will not be seeking a zoning variance on a proposed retaining wall.

Treasurer's Report

May 2012

Our total revenue for the month of May was \$44,855.56 comprised of the following amounts:

Property Taxes	\$23,036.42
Parking fines	\$ 65.00
Traffic Fines from Clerk of Court	\$ 3,819.65
Interest on bank accounts	\$ 203.97
Road Use Funds	\$ 7,765.78
Local Option Sales Tax funds	\$ 9,409.49
Police Reports	\$ 25.00
Governors Traffic Safety	\$ 380.25
Rental Permits	\$ 100.00
Electrical Permit	\$ 50.00

Balances in the bank accounts as of 5/31/12:

MidwestOne Checking Account	\$355,519.00
Hills Bank Money Market Account	\$ 1,036.13
CD at UICCU (due 2/28/14)	\$ 41,232.94
Forfeiture Fund	\$ 2,295.13
CD at Hills Bank	\$ 22,500.00
CD at UICCU (due 1/29/13)	\$ 50,004.52

These financial reports unfortunately do not reflect the changes that were made to the FY12 budget with the budget amendments. When I went to enter the changes at the beginning of the month I realized that all I had gotten from Steve Kuhl was the budget amendment forms that got sent in to the State, not the Profit & Loss Report that we usually use. On June 4th Steve's automatic email reply was that he was out of the office until June 18th and he has not responded to me. Next week I will get in touch with him and get the Quickbooks version of the amendments and make the changes in the computer. If anyone wants revised financial reports for May, let me know, otherwise the June reports will reflect the corrected budget amounts.

I made the payment for capital loan from Hills Bank that the city took out for streets projects during 2008-09. I believe the balance due on the loan after this payment is approximately \$147,968.43.

I will file the quarterly I-JOBS report as soon as the State sends out their email that tells us that they are starting to receiving them. I know that the \$9,556.19 that the city received was approved to be spent on the George St/Koser Avenue intersection repair and I will make sure it gets accounted for with the IDOT.

Warrants for Council Approval

May 9 through June 12, 2012

<u>Date</u>	<u>Name</u>	<u>Memo</u>
May 9 - Jun 12, 12		
05/11/2012	City of Iowa City	City Hall water/sewer automatic payment
05/15/2012	Beeks, Joshua W	
05/15/2012	Fort, Matthew A	
05/15/2012	Fort, Ronald R	
05/15/2012	Strong, Donald K.	
05/15/2012	Tucker, Darryl	
05/15/2012	Internal Revenue Service	42-1109342
05/21/2012	McLeod USA/PAETEC	automatic phone service payment
05/23/2012	MidAmerican Energy	pedestrian lights at 113 Golfview
05/23/2012	MidAmerican Energy	1301 Melrose stop light
05/23/2012	MidAmerican Energy	City Hall electricity
05/24/2012	MidAmerican Energy	1011 Melrose stop light
05/24/2012	MidAmerican Energy	street lights
05/29/2012	Hills Bank and Trust	principal/interest payment due on capital loan note
05/29/2012	Wellmark BC/BS	monthly insurance payment
05/30/2012	Anderson, Christine M.	
05/30/2012	Beeks, Joshua W	
05/30/2012	Fort, Matthew A	
05/30/2012	Fort, Ronald R	
05/30/2012	Kimura, Lori D.	
05/30/2012	Strong, Donald K.	
05/30/2012	Tucker, Darryl	
05/31/2012	Internal Revenue Service	42-1109342
05/31/2012	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM	
05/31/2012	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM	
06/01/2012	Paul J. Moore, Melrose Avenue Building	City Hall Rent monthly wire service/cell phone for police car autopayment
06/01/2012	Verizon Wireless	
06/08/2012	City of Iowa City	City Hall water/sewer automatic payment
06/12/2012	Leff Law Firm, L.L.P.	Legal fees 3/9/12-6/8/12
06/12/2012	Norm Cate	inspection services for May
06/12/2012	Terry Goerdts	inspection services for May
06/12/2012	Breese Plumbing & Heating	adjust & clean park water fountain
06/12/2012	ABC Solutions	Monthly fee for city website/email service
06/12/2012	SEATS	Seats Payment
06/12/2012	Paul J. Moore, Melrose Avenue Building	Garage rent
06/12/2012	City of Iowa City	bus, fuel for police vehicles prepare FY13 budget/amend FY12 budget/audit prep work
06/12/2012	Greenwood and Crim, P.C.	
06/12/2012	Hawkeye Community College	training classes for Jones/Hess/Cooper
06/12/2012	Iowa Law Enforcement Academy	Basic Level 1 Training for Tucker
06/12/2012	Iowa Department of Transportation	rolls of printer paper for car computers
06/12/2012	Johnson County Refuse, Inc.	May recycling

06/12/2012	L-Tron	drivers license scanner for TRackS system
06/12/2012	Mediacom	online service 6/3/12-7/2/12
06/12/2012	Mercy Hospital	ILEA required physical for Beeks
06/12/2012	Pyramid Services Inc.	rpl brakes/oil change/rpl battery
06/12/2012	Racom Corporation	ear piece for radio/repair handle on radar
06/12/2012	Russ Boyer Construction	patch potholes FY12/cut brush on Marietta
06/12/2012	Staples	envelopes/paper for clerk/resident newsletters
06/12/2012	VISA	water cooler/postage/intuit payroll service
06/12/2012	Watch Guard	new battery for body mic in car camera
06/12/2012	Hopson, Rosanne C	reimbursement for Press Citizen ad for garage sales
06/12/2012	Strong, Donald K.	reimbursement for headlight for squad car
06/12/2012	Bill or Bertha Olin	reimburse for 1/2 of crabapple tree removal in right of way
06/12/2012	Robert Vogel	reimbursement for 1/2 maple tree removal in right of way
06/12/2012	St Andrew Presbyterian Church	custodial set up fee for council meeting
06/12/2012	John McClure	reimbursement for supplies for videotaping meetings
06/12/2012	Lonette Blakley	helping video set up before meeting
06/12/2012	Kathryn Mickelson	intern work
06/12/2012	Iowa City Press-Citizen	May publications
06/12/2012	Johnson County Auditor	November 2011 election costs
06/12/2012	Hopson, Rosanne C	reimbursement for fliers/garage sale supplies
06/12/2012	Westport Touchless Autowash	May vehicle washes

May 9 - Jun 12, 12

Streets and Sidewalks Report: June 12, 2012

The survey of the storm sewer intake labels was completed , and replacements were ordered through the City of Iowa City. I will be notified when they come in.

Trees have been removed from the public right of way; these include trees on George, Golfview and Highland.

As an update, I was informed that Oaknoll will begin demolition of houses on property between George and Streb Streets this fall. This may add another hazard to children who are walking along Benton to Horn School. Construction on the new Oaknoll building will begin in 2013 and continue until 2015. I will monitor this situation and report any changes/developments.

Respectfully submitted,

Jan Leff

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff
FROM: Josiah Bilskemper, P.E.
DATE: June 11, 2012
RE: City Engineer's Report

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

- a. 303 Highland Drive (Lane) – Hedge row has been removed and replaced with fence.
- b. 206 Mahaska Drive (Bonfield) – Per meeting with the property owner, sidewalk alignment is to be moved to within 3-feet of the existing fence, and existing trees to be left in place. It is unknown if the trees will survive the construction, but the property owner prefers to leave them in place and see what happens.
- c. 306 Mahaska Drive (Wilson) – Met with the property owner to discuss the project in general, and the impact on two existing Ash trees within the right-of-way. Existing fence is located within the city right-of-way. Owner is considering moving the fence back to the property line, or perhaps having two new trees planted to replace the existing Ash trees. Still awaiting decision from property owner.
- d. *The owners of 300 Koser Avenue (Timmerman), which is located at the southwest corner of the Melrose and Sunset intersection, have indicated they are not opposed to having the city acquire the land necessary to create the 25-foot "vision triangle" at this corner. Obviously, this would be based on negotiation details related to purchase price, removal and installation of fencing and trees at the corner. We anticipate meeting with this owner prior to the council meeting (May Mtg.)*

(2) Sunset Street Wide Sidewalk – Street Trees

- a. The design consultant has identified a list of 8 recommended street trees for use on the project. Attached are information sheets from the consultant on each variety, as well as additional tree information I found online from a landscaping company in Minnesota (north of Minneapolis).
- b. I would like to provide the design consultant with council direction at the July 2012 meeting as to whether the council finds this mix of trees to be acceptable for use in the right-of-way, or if there are types they would like to see removed or added to the list.
- c. The intent of the project has been to replant a new tree for each tree removed (1:1 ratio). Is this officially how the council would like to proceed?

(3) Sunset Street Wide Sidewalk – Sunset/Benton Intersection

- a. At the May council meeting, we presented a revised design for the sidewalk at the northwest corner of the Sunset and Benton intersection, and received direction from council to proceed with the revised design at the corner, as long as it was acceptable to Iowa DOT staff, who had not completed their review of the concept at the time of the meeting.



- b. Jennifer Kolacia with Iowa DOT since responded that outside the requirement to maintain a minimum 2-foot horizontal clearance between the edge of the trail and proposed retaining wall or fences, the final decision for the remainder of the layout can be determined by the engineer. We forwarded this DOT response and several city engineer comments to the Mayor and Council on May 24, 2012.
- c. We have seen e-mails from citizens to council since that time discussing the design at the intersection corner, and would like to confirm at the June meeting whether the council desires any further design revisions be incorporated at this location.
- d. *I met with the owners of 526 Mahaska Court (Forbes) and 536 Mahaska Court (Aanestad) to review the design of the sidewalk at the south end of the project at the Benton Street intersection. These are two properties where right-of-way acquisition is proposed. The purpose of the meeting was to determine any potential revisions to the design that would minimize impact to each property, while still meeting design standards for the right-of-way improvements, and making the intersection ramp ADA compliant.*

The previously submitted preliminary plans show a proposed retaining wall set-back along what would be the "25-foot vision triangle" at this corner. As noted previously, these "vision triangle" requirements do not apply to these properties along the west side of Sunset Street. However, this would be the Preferred Option #1 at this corner, in that it maximizes the available corner sight distance in accordance with city ordinance language.

The attached drawing highlights a revised sidewalk layout (in red) and retaining wall (in yellow) that attempts to minimize impact to the properties, while still meeting design standards and making the pedestrian ramp ADA compliant. The changes include:

- (1) make the ramp length 1.5-feet shorter;*
- (2) transition the sidewalk width from 8-feet on Sunset to 4-feet on Benton by making the walk behind the ramp 6-feet wide instead of 8-feet wide;*
- (3) move the retaining wall to within 2-feet of the walk (minimum allowed horizontal clearance) instead of 3-feet (desirable horizontal clearance), and*
- (4) move the sidewalk along Sunset about 1-foot closer to the street curb.*

We have submitted these proposed design changes to the DOT project manager for review and comment. We are awaiting any comments they may have on this type of design.

We do not recommend any further minimizing of the widths, slopes, and intersection geometry beyond what is proposed in the attached revised layout. Pending any comments from DOT, we think is the design that "minimizes" impact while still meeting design standards (May Mtg.)

(4) Sunset Street Wide Sidewalk – Consultant Amendment No. 1

- a. Iowa DOT notified the design consultant on June 4, 2012 that the contract amendment had officially been approved by FHWA and Iowa DOT. The easement and right-of-way acquisition work is now allowed to proceed.
- b. *Attached is a copy of Amend. No. 1 to the Professional Services Agreement for Sunset Street Wide Sidewalk Project with Shive-Hattery, Inc. (Consultant) to prepare and*

negotiate easement and acquisition agreements for three (3) properties adjacent to the proposed project improvements with additional Consultant fees of \$4,433.01 (May Mtg.)

- c. *This amendment allows the Consultant to proceed with easement and acquisition processes necessary to construct the project. It includes the work to prepare easement and acquisition plats, coordinate with Iowa DOT, prepare land value estimates, prepare written contracts, and meet with property owners for negotiation (May Mtg.)*

(5) City Speed Limits

- a. At the May meeting, speed limit maps were reviewed, and several revisions noted. For discussion, attached is a map showing existing speed limits and a map of a proposed condition.

(6) 2012 Street Improvements

- a. Construction plans are being finalized for summer street repairs. The intent is to put these plans out to bid in the next week or so, and obtain construction bids for consideration by the council at their July meeting. The repair locations are based on projects selected by council for the FY12-13 budget process. Updated drawings will be distributed at the meeting.
- b. Repair locations are as follows:
 - i. Melrose Avenue – East: Panel repairs in front of city office.
 - ii. Melrose Avenue – West: Panel repairs in front of Athletic Club.
 - iii. Melrose/Sunset: Add sidewalk panel at SE corner for pedestrian pushbutton.
 - iv. Sunset Street: Panel repairs in southbound lane between Melrose and Koser.
 - v. Oakcrest Avenue: Add storm sewer intakes between Koser and Ridgeview.

(7) City Utility Mapping

- a. One of the line items for the FY12-13 budget is \$12,000 for “city-wide utility mapping.” We had noted this as a “project” that could be removed as it was not a necessary expenditure. We should discuss further and confirm if it was the council’s intention to include this.
- b. Attached is the July 2011 memo from Brian Willham with Shive-Hattery that explained the development of the Traffic Sign Management Plan, but also included additional utility mapping estimates as requested by Pat Yeggy. The additional costs for utility mapping would include survey work to obtain the coordinates of each fire hydrant, water valve, sanitary sewer manhole, etc.. That information could be included on your current city GPS map that shows all of your traffic sign locations that was created for the Traffic Sign Management Plan. Essentially, it would be adding all utility infrastructures to one GPS map.

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

- a. At the May council meeting, Council approved Resolution 12-10 certifying completion of the work, and authorizing release of retainage. A copy of the contractor’s deposited retainage check has been received. The final reimbursement request will be mailed out to Iowa DOT on June 12, 2012.

- b. The city was awarded \$50,000 in federal stimulus funding for this project, of which \$45,875.10 has already been issued back to the city. Once we get a copy of the deposited check, we will submit the final reimbursement request to DOT for the remaining \$4,124.90 (May Mtg.)*

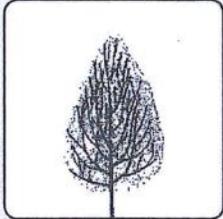
Please feel free to contact me if you have any questions about these or any other items.
JDB

Tilia cordata

Littleleaf Linden

Tilia cordata 'Chancole'

Chancellor® Linden



Zone: 3
Height: 35'
Spread: 20'
Shape: Upright and tightly pyramidal
Foliage: Dark green
Fall Color: Yellowish

Chancellor® produces a tight, symmetrical tree well adapted to use as a street tree. Not well known yet, it is gaining popularity and should be more widely used.

Ulmus japonica x pumila 'New Horizon' PP 8684

New Horizon Elm



Zone: 4
Height: 55'
Spread: 40'
Shape: Upright oval, slightly arching
Foliage: Dark green
Fall Color: Yellow

DISEASE TOLERANCE:

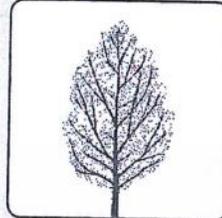
Dutch elm disease and phloem necrosis

This cold tolerant hybrid elm was developed in a disease resistance program at the University of Wisconsin. Easy to grow, straight, and symmetrical in the nursery, it becomes a rugged street tree.

to be seedless.

Ginkgo biloba 'Magyar'

Magyar Ginkgo

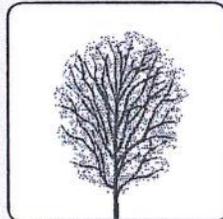


Zone: 4
Height: 50'
Spread: 25'
Shape: Narrowly pyramidal
Foliage: Medium green
Fall Color: Bright yellow
Fruit: Seedless

Faster growing than 'Princeton Sentry' with a slightly broader form, this narrow, upright cultivar has an excellent form for use as an urban street tree.

Gymnocladus dioica 'Espresso-JFS'

Espresso™ Kentucky Coffee Tree

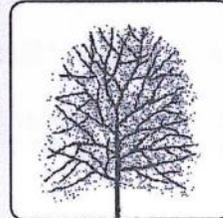


Zone: 4
Height: 50'
Spread: 35'
Shape: Oval to vase shaped with upright arching branches
Foliage: Huge doubly compound leaves, bluish-green
Fall Color: Yellow

The huge doubly compound leaves give this tree a tropical feel, and the arching branches present an elm-like form. This is a seedless selection. Good tolerance of heat, drought, and cold.

Gleditsia triacanthos 'Skycole'

Skyline® Honeylocust



Zone: 4
Height: 45'
Spread: 35'
Shape: Broadly pyramidal
Foliage: Fine textured, medium green
Fall Color: Golden

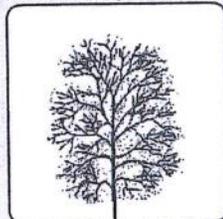
The most widely used Honeylocust cultivar. Its upright spreading branch angles, well behaved form and environmental tolerance make Skyline® an ideal street tree in many situations.

Celtis

Hackberry

Celtis occidentalis

Hackberry



Zone: 3
Height: 45'
Spread: 35'
Shape: Broad top with ascending, then arching branches
Foliage: Light green
Fall Color: Yellow

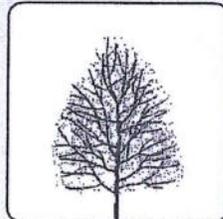
Tolerant of harsh climatic conditions as well as urban abuse, this deep rooted tree rarely lifts sidewalks. The rough, corky bark adds interest and resists damage.

Pyrus

Flowering Pear

Pyrus calleryana 'Aristocrat'

Aristocrat® Pear



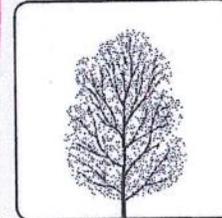
Zone: 4b
Height: 40'
Spread: 28'
Shape: Pyramidal, with open, spreading branches
Foliage: Narrow, dark green, glossy
Fall Color: Deep red
Flower: White

An outstanding pear selection with an unusual growth habit, Aristocrat® has an open, informal appearance. Branch angles are wider than other pears, thus more resistant to storm damage. Highly rated by the Ohio Shade Tree Evaluation Project.

Acer miyabei

Acer miyabei 'Morton'

State Street® Maple



Zone: 4
Height: 50'
Spread: 35'
Shape: Upright oval
Foliage: Dark green
Fall Color: Yellow

Think of this Morton Arboretum release as a turbo-charged, more hardy alternative to *A. campestre*. Rough corky bark and leaf shape are similar to Hedge Maple, but its stronger growth rate and ascending branch habit result in a larger mature size. Excellent drought and cold tolerance and clean, pest-free foliage.



Magyar Ginkgo

Ginkgo biloba 'Magyar'

Zone: 4
Height: 50'
Spread: 25'
Shape: Narrowly pyramidal
Foliage: Medium green
Fall Color: Bright yellow
Fruit: Seedless

Faster growing than 'Princeton Sentry' with a slightly broader form, this narrow, upright cultivar has an excellent form for use as an urban street tree.



P.O. Box 189 • Boring OR 97009
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Mickman Brothers

Plant Information Page

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Magyar Ginkgo

Ginkgo biloba "Magyar"

Height: 50 feet

Spread: 25 feet

Sunlight: ○

Hardiness Zone: 4a

Other Names: Maidenhair Tree

Description:

A true 150 million year old relic with uniquely fan-shaped leaves and an absolutely beautiful form and habit of growth, golden fall color; this is a male plant, so it produces none of the foul-smelling fruit; choose male plants for landscape use

Ornamental Features:

Magyar Ginkgo has emerald green foliage throughout the season. The fan-shaped leaves turn an outstanding yellow in the fall. Neither the flowers nor the fruit are ornamentally significant. The furrowed gray bark is not particularly outstanding.

Landscape Attributes:

Magyar Ginkgo is an open deciduous tree with a distinctive and refined pyramidal form. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This is a relatively low maintenance tree, and is best pruned in late winter once the threat of extreme cold has passed. Deer don't particularly care for this plant and will usually leave it alone in favor of tastier treats. It has no significant negative characteristics.

Magyar Ginkgo is recommended for the following landscape applications;

- Shade
- Vertical Accent
- Accent

Plant Characteristics:

Magyar Ginkgo will grow to be about 50 feet tall at maturity, with a spread of 25 feet. It has a high canopy with a typical clearance of 5 feet from the ground, and should not be planted underneath power lines. It grows at a slow rate, and under ideal conditions can be expected to live to a ripe old age of 150 years or more; think of this as a heritage tree for future generations!



Ginkgo biloba "Magyar"
Photo courtesy of Northscaping.com



Ginkgo biloba "Magyar" foliage
Photo courtesy of Northscaping.com

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Plant Information Page

This tree should only be grown in full sunlight. It is very adaptable to both dry and moist locations, and should do just fine under average home landscape conditions. It is not particular as to soil type or pH, and is able to handle environmental salt. It is highly tolerant of urban pollution and will even thrive in inner city environments. Consider applying a thick mulch around the root zone in winter to protect it in exposed locations or colder zones.

This is a selected variety of a species not originally from North America.

This plant is not reliably hardy in our region, and certain restrictions may apply; contact the store for more information.

Hardworking Skyline® Honeylocust casts filtered shade

The light, airy shade of **Skyline® Honeylocust** (*G. triacanthos* 'Skycole') is welcome in cities where skyscrapers cast deep shadows for much of the day and sunlight is at a premium. Its small compound leaves cast filtered shade and create a minimum of leaf litter in autumn.

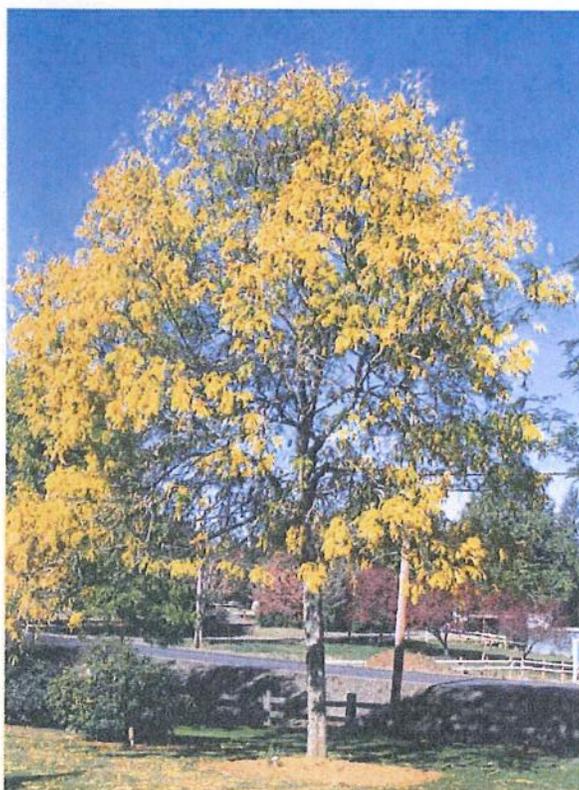
This superior selection of a North American native

tree weathers drought, soil compaction, heat and cold through USDA Zone 4.

Tolerant of various

environmental hardships, it is one of the best Honeylocusts for street tree, parking lot and park settings. Upright spreading branches create an arching canopy that provides light, filtered

shade. Golden fall color is a bonus.



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Plant Information Page



Skyline Honeylocust

Gleditsia triacanthos "Skycole"

Height: 45 feet

Spread: 35 feet

Sunlight: ○

Hardiness Zone: 4a

Description:

A very popular shade tree, valued for its delicate, ferny appearance which casts a dappled shade below, notably more upright habit of growth than the species, taller than wide; tolerant of adverse growing conditions, seedless, makes a great street tree

Ornamental Features:

Skyline Honeylocust has dark green foliage throughout the season. The pinnately compound leaves turn an outstanding gold in the fall. Neither the flowers nor the fruit are ornamentally significant. The furrowed khaki (brownish-green) bark is not particularly outstanding.

Landscape Attributes:

Skyline Honeylocust is an open deciduous tree with a distinctive and refined pyramidal form. It lends an extremely fine and delicate texture to the landscape composition which can make it a great accent feature on this basis alone.

This is a relatively low maintenance tree, and is best pruned in late winter once the threat of extreme cold has passed. Deer don't particularly care for this plant and will usually leave it alone in favor of tastier treats. It has no significant negative characteristics.

Skyline Honeylocust is recommended for the following landscape applications;

- Shade
- Vertical Accent

Plant Characteristics:

Skyline Honeylocust will grow to be about 45 feet tall at maturity, with a spread of 35 feet. It has a high canopy with a typical clearance of 8 feet from the ground, and should not be planted underneath power lines. It grows at a fast rate, and under ideal conditions can be expected to live for 70 years or more.

This tree should only be grown in full sunlight. It is very adaptable to both dry and moist locations, and should do just fine under average home landscape conditions. It is not particular as to soil type or pH, and is able to handle environmental salt. It is highly tolerant of urban pollution and will even thrive in inner city environments.

This is a selection of a native North American species.



Gleditsia triacanthos "Skyline"
Photo courtesy of Northscaping.com

Mickman Brothers

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This plant is not reliably hardy in our region, and certain restrictions may apply; contact the store for more information.



Ulmus japonica x pumila 'New Horizon' PP 8684

New Horizon Elm

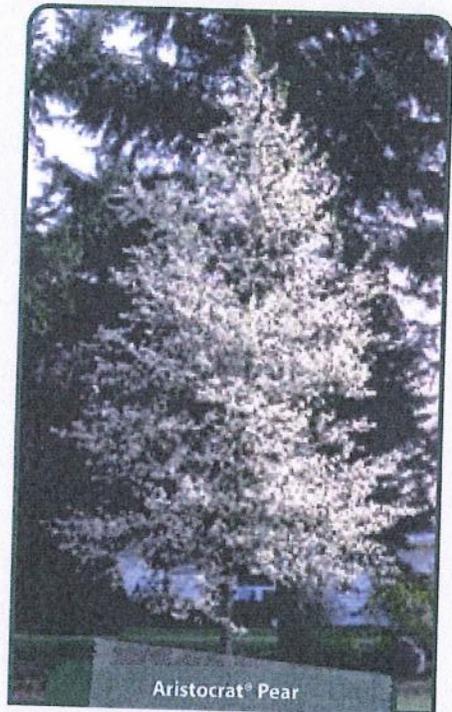


Zone: 4
Height: 55'
Spread: 40'
Shape: Upright oval, slightly arching
Foliage: Dark green
Fall Color: Yellow

DISEASE TOLERANCE:

Dutch elm disease and phloem necrosis

This cold tolerant hybrid elm was developed in a disease resistance program at the University of Wisconsin. Easy to grow, straight, and symmetrical in the nursery, it becomes a rugged street tree.



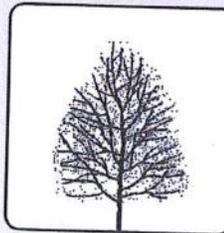
Aristocrat® Pear

Pyrus

Flowering Pear

Pyrus calleryana 'Aristocrat'

Aristocrat® Pear



Zone: 4b
Height: 40'
Spread: 28'
Shape: Pyramidal, with open, spreading branches
Foliage: Narrow, dark green, glossy
Fall Color: Deep red
Flower: White

An outstanding pear selection with an unusual growth habit, Aristocrat® has an open, informal appearance. Branch angles are wider than other pears, thus more resistant to storm damage. Highly rated by the Ohio Shade Tree Evaluation Project.

Plant Information Page



New Horizon Elm

Ulmus "New Horizon"

Height: 60 feet

Spread: 40 feet

Sunlight: ☉

Hardiness Zone: 3b

Description:

A large-growing elm introduction from Wisconsin that's highly resistant to the dreaded Dutch Elm Disease; this vigorous shade tree is upright in habit and very tolerant of adverse conditions, retains a dense crown through old age

Ornamental Features:

New Horizon Elm has dark green foliage throughout the season. The serrated pointy leaves turn yellow in fall. Neither the flowers nor the fruit are ornamentally significant. The furrowed gray bark is not particularly outstanding.

Landscape Attributes:

New Horizon Elm is a dense deciduous tree with an upright spreading habit of growth. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This tree will require occasional maintenance and upkeep, and is best pruned in late winter once the threat of extreme cold has passed. Gardeners should be aware of the following characteristic(s) that may warrant special consideration;

- Insects

New Horizon Elm is recommended for the following landscape applications;

- Shade

Plant Characteristics:

New Horizon Elm will grow to be about 60 feet tall at maturity, with a spread of 40 feet. It has a high canopy with a typical clearance of 7 feet from the ground, and should not be planted underneath power lines. It grows at a fast rate, and under ideal conditions can be expected to live for 90 years or more.

This tree should only be grown in full sunlight. It is very adaptable to both dry and moist locations, and should do just fine under average home landscape conditions. It is considered to be drought-tolerant, and thus makes an ideal choice for xeriscaping or the moisture-conserving landscape. It is not particular as to soil type or pH, and is able to handle environmental salt. It is highly tolerant of urban pollution and will even thrive in inner city environments.

This particular variety is an interspecific hybrid.



Ulmus "New Horizon"
Photo courtesy of Northscaping.com

Plant Information Page



Aristocrat Ornamental Pear

Pyrus calleryana "Aristocrat"

Height: 40 feet

Spread: 25 feet

Sunlight: ☉

Hardiness Zone: 5a

Other Names: Callery Pear

Description:

A tall accent tree covered in attractive white flowers in spring followed by small inedible fruit, good fall color and a beautiful and symmetrical pyramidal shape, very ornamental and resistant to fireblight

Ornamental Features:

Aristocrat Ornamental Pear is smothered in stunning clusters of white flowers with purple anthers along the branches in mid spring before the leaves. It has dark green foliage throughout the season. The glossy heart-shaped leaves turn an outstanding orange in the fall. The fruits are yellow pomes displayed in late summer. The furrowed brown bark is not particularly outstanding.

Landscape Attributes:

Aristocrat Ornamental Pear is a dense deciduous tree with a strong central leader and a distinctive and refined pyramidal form. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This is a high maintenance tree that will require regular care and upkeep, and is best pruned in late winter once the threat of extreme cold has passed. Gardeners should be aware of the following characteristic(s) that may warrant special consideration;

- Messy
- Disease

Aristocrat Ornamental Pear is recommended for the following landscape applications;

- Accent
- Shade
- Vertical Accent



Pyrus calleryana "Aristocrat"
Photo courtesy of Northscaping.com



Pyrus calleryana "Aristocrat" in bloom
Photo courtesy of J.C. Bakker Nurseries

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Plant Information Page

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Plant Characteristics:

Aristocrat Ornamental Pear will grow to be about 40 feet tall at maturity, with a spread of 25 feet. It has a low canopy with a typical clearance of 5 feet from the ground, and should not be planted underneath power lines. It grows at a fast rate, and under ideal conditions can be expected to live for 40 years or more.

This tree should only be grown in full sunlight. It prefers to grow in average to moist conditions, and shouldn't be allowed to dry out. It is not particular as to soil type or pH, and is subject to chlorosis (yellowing) of the leaves in alkaline soils. It is highly tolerant of urban pollution and will even thrive in inner city environments.

This is a selected variety of a species not originally from North America.

This plant is not reliably hardy in our region, and certain restrictions may apply; contact the store for more information.

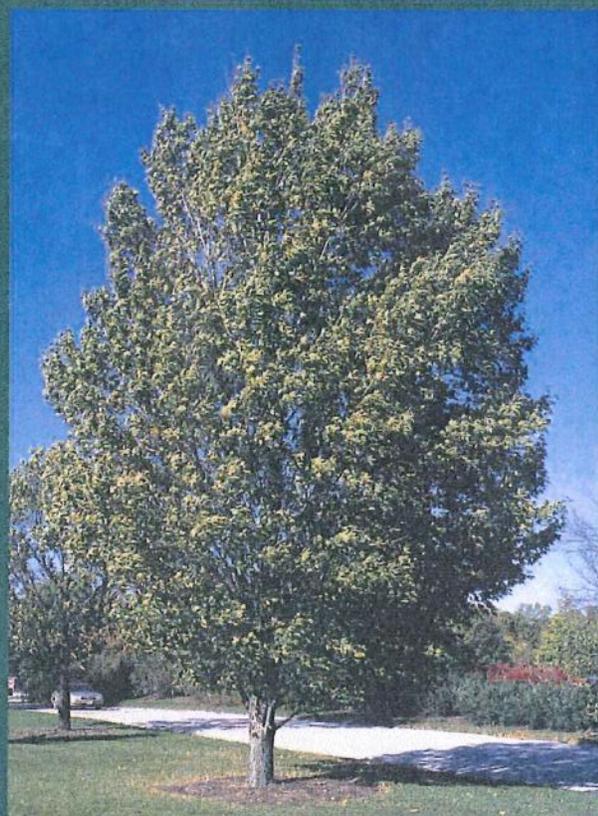
Acer miyabei 'Morton'

State Street[®] Maple



Zone: 4
Height: 50'
Spread: 35'
Shape: Upright oval
Foliage: Dark green
Fall Color: Yellow

Think of this Morton Arboretum release as a turbo-charged, more hardy alternative to *A. campestre*. Rough corky bark and leaf shape are similar to Hedge Maple, but its stronger growth rate and ascending branch habit result in a larger mature size. Excellent drought and cold tolerance and clean, pest-free foliage.



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Plant Information Page



State Street Miyabe Maple

Acer miyabei "Morton"

Height: 40 feet

Spread: 30 feet

Sunlight: ○ ●

Hardiness Zone: 4a

Description:

A choice accent or shade tree for smaller landscapes with a neat, upright oval habit of growth and yellow fall color; a shapely tree for formal use in the landscape

Ornamental Features:

State Street Miyabe Maple has dark green foliage throughout the season. The lobed leaves turn yellow in fall. Neither the flowers nor the fruit are ornamentally significant. The warty gray bark adds an interesting dimension to the landscape.

Landscape Attributes:

State Street Miyabe Maple is a dense deciduous tree with a shapely oval form. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This is a relatively low maintenance tree, and should only be pruned in summer after the leaves have fully developed, as it may 'bleed' sap if pruned in late winter or early spring. It has no significant negative characteristics.

State Street Miyabe Maple is recommended for the following landscape applications;

- Shade
- Accent

Plant Characteristics:

State Street Miyabe Maple will grow to be about 40 feet tall at maturity, with a spread of 30 feet. It has a high canopy with a typical clearance of 5 feet from the ground, and should not be planted underneath power lines. It grows at a fast rate, and under ideal conditions can be expected to live for 80 years or more.

This tree does best in full sun to partial shade. It prefers to grow in average to moist conditions, and shouldn't be allowed to dry out. It is not particular as to soil type or pH. It is highly tolerant of urban pollution and will even thrive in inner city environments.

This is a selected variety of a species not originally from North America.

This plant is not reliably hardy in our region, and certain restrictions may apply; contact the store for more information.



Acer miyabei "State Street"
Photo courtesy of Northscaping.com

Plant Information Page



Espresso Kentucky Coffeetree

Gymnocladus dioicus "Espresso"

Height: 50 feet

Spread: 30 feet

Sunlight: ○

Hardiness Zone: 3b

Description:

A stately large shade tree with massive yet delicate compound leaves; a seedless cultivar; rather coarse outline when young and when bare in winter, but very attractive when in leaf; tolerant of adverse growing conditions; for larger landscapes

Ornamental Features:

Espresso Kentucky Coffeetree has forest green foliage throughout the season. The large bipinnately compound leaves do not develop any appreciable fall color. Neither the flowers nor the fruit are ornamentally significant. The rough dark brown bark adds an interesting dimension to the landscape.

Landscape Attributes:

Espresso Kentucky Coffeetree is a deciduous tree with a picturesque vase-shaped form. Its strikingly bold and coarse texture can be very effective in a balanced landscape composition.

This is a relatively low maintenance tree, and is best pruned in late winter once the threat of extreme cold has passed. It has no significant negative characteristics.

Espresso Kentucky Coffeetree is recommended for the following landscape applications;

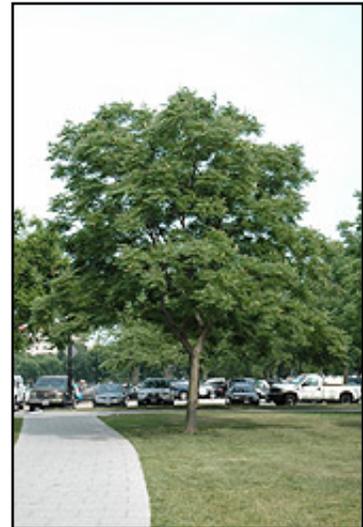
- Shade
- Vertical Accent

Plant Characteristics:

Espresso Kentucky Coffeetree will grow to be about 50 feet tall at maturity, with a spread of 30 feet. It has a high canopy with a typical clearance of 7 feet from the ground, and should not be planted underneath power lines. It grows at a slow rate, and under ideal conditions can be expected to live for 90 years or more.

This tree should only be grown in full sunlight. It is very adaptable to both dry and moist locations, and should do just fine under average home landscape conditions. It is considered to be drought-tolerant, and thus makes an ideal choice for xeriscaping or the moisture-conserving landscape. It is not particular as to soil type or pH. It is somewhat tolerant of urban pollution.

This is a selection of a native North American species.



Gymnocladus dioicus "Espresso"
Photo courtesy of Northscaping.com

Plant Information Page



Common Hackberry

Celtis occidentalis

Height: 50 feet

Spread: 45 feet

Sunlight: ○

Hardiness Zone: 3a

Description:

One of the toughest of shade trees while maintaining an attractive and neat habit of growth; interesting warty bark, looks quite beautiful with age; tolerant of almost any growing conditions except standing water

Ornamental Features:

Common Hackberry has green foliage throughout the season. The pointy leaves turn buttery yellow in fall. Neither the flowers nor the fruit are ornamentally significant. The warty gray bark adds an interesting dimension to the landscape.

Landscape Attributes:

Common Hackberry is a deciduous tree with a more or less rounded form. Its relatively coarse texture can be used to stand it apart from other landscape plants with finer foliage.

This tree will require occasional maintenance and upkeep, and is best pruned in late winter once the threat of extreme cold has passed. It is a good choice for attracting birds to your yard. Gardeners should be aware of the following characteristic(s) that may warrant special consideration;

- Insects

Common Hackberry is recommended for the following landscape applications;

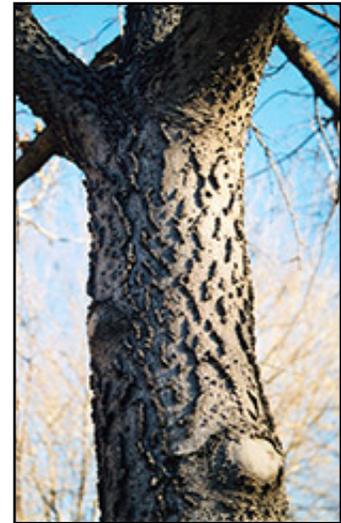
- Shade

Plant Characteristics:

Common Hackberry will grow to be about 50 feet tall at maturity, with a spread of 45 feet. It has a high canopy with a typical clearance of 7 feet from the ground, and should not be planted underneath power lines. It grows at a slow rate, and under ideal conditions can be expected to live for 80 years or more.



Celtis occidentalis
Photo courtesy of Northscaping.com



Celtis occidentalis bark
Photo courtesy of
Northscaping.com

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This tree should only be grown in full sunlight. It is an amazingly adaptable plant, tolerating both dry conditions and even some standing water. It is considered to be drought-tolerant, and thus makes an ideal choice for xeriscaping or the moisture-conserving landscape. It is not particular as to soil type or pH, and is able to handle environmental salt. It is highly tolerant of urban pollution and will even thrive in inner city environments.

This species is native to parts of North America.

Plant Information Page



Chancellor Linden

Tilia cordata "Chancole"

Height: 50 feet

Spread: 30 feet

Sunlight: ○

Hardiness Zone: 4a

Other Names: Littleleaf Linden, Lime, Smallleaf Lime

Description:

A dynamic shade tree that starts out quite upright and conical, becoming broader and more pyramidal with age, maintaining a strong symmetrical form throughout its life, fragrant flowers in early summer; a low maintenance tree

Ornamental Features:

Chancellor Linden has dark green foliage throughout the season. The heart-shaped leaves turn an outstanding gold in the fall. It features subtle clusters of fragrant yellow flowers with tan bracts hanging below the branches in early summer. The fruit is not ornamentally significant. The rough gray bark is not particularly outstanding.

Landscape Attributes:

Chancellor Linden is a deciduous tree with a strong central leader and a distinctive and refined pyramidal form. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This is a relatively low maintenance tree, and is best pruned in late winter once the threat of extreme cold has passed. It is a good choice for attracting bees to your yard. Gardeners should be aware of the following characteristic(s) that may warrant special consideration;

- Insects

Chancellor Linden is recommended for the following landscape applications;

- Shade
- Vertical Accent



Tilia cordata "Chancellor"
Photo courtesy of Northscaping.com



Tilia cordata "Chancellor" flowers
Photo courtesy of Northscaping.com

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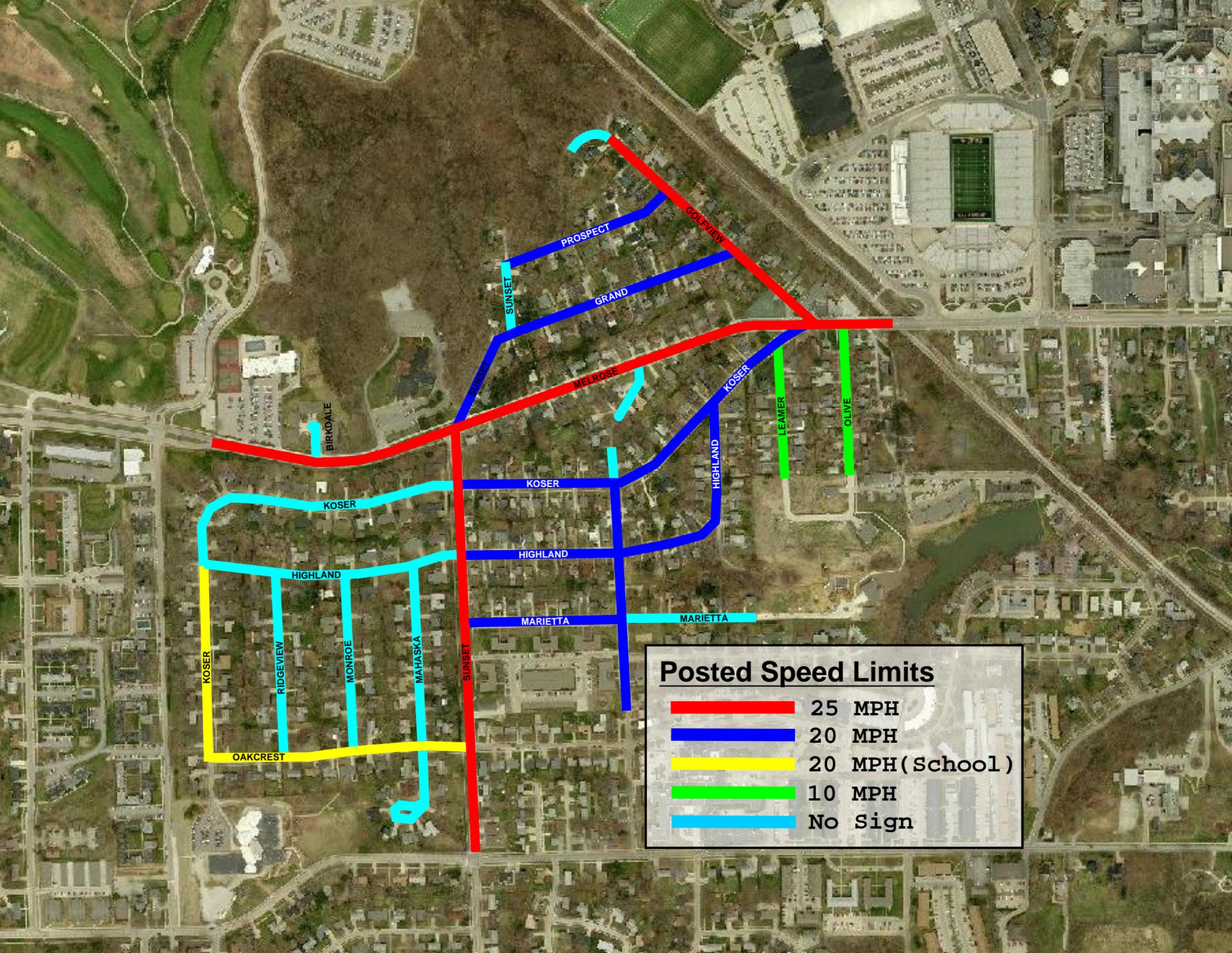
Plant Characteristics:

Chancellor Linden will grow to be about 50 feet tall at maturity, with a spread of 30 feet. It has a high canopy with a typical clearance of 5 feet from the ground, and should not be planted underneath power lines. It grows at a medium rate, and under ideal conditions can be expected to live for 70 years or more.

This tree should only be grown in full sunlight. It is very adaptable to both dry and moist locations, and should do just fine under average home landscape conditions. It is not particular as to soil type or pH. It is highly tolerant of urban pollution and will even thrive in inner city environments.

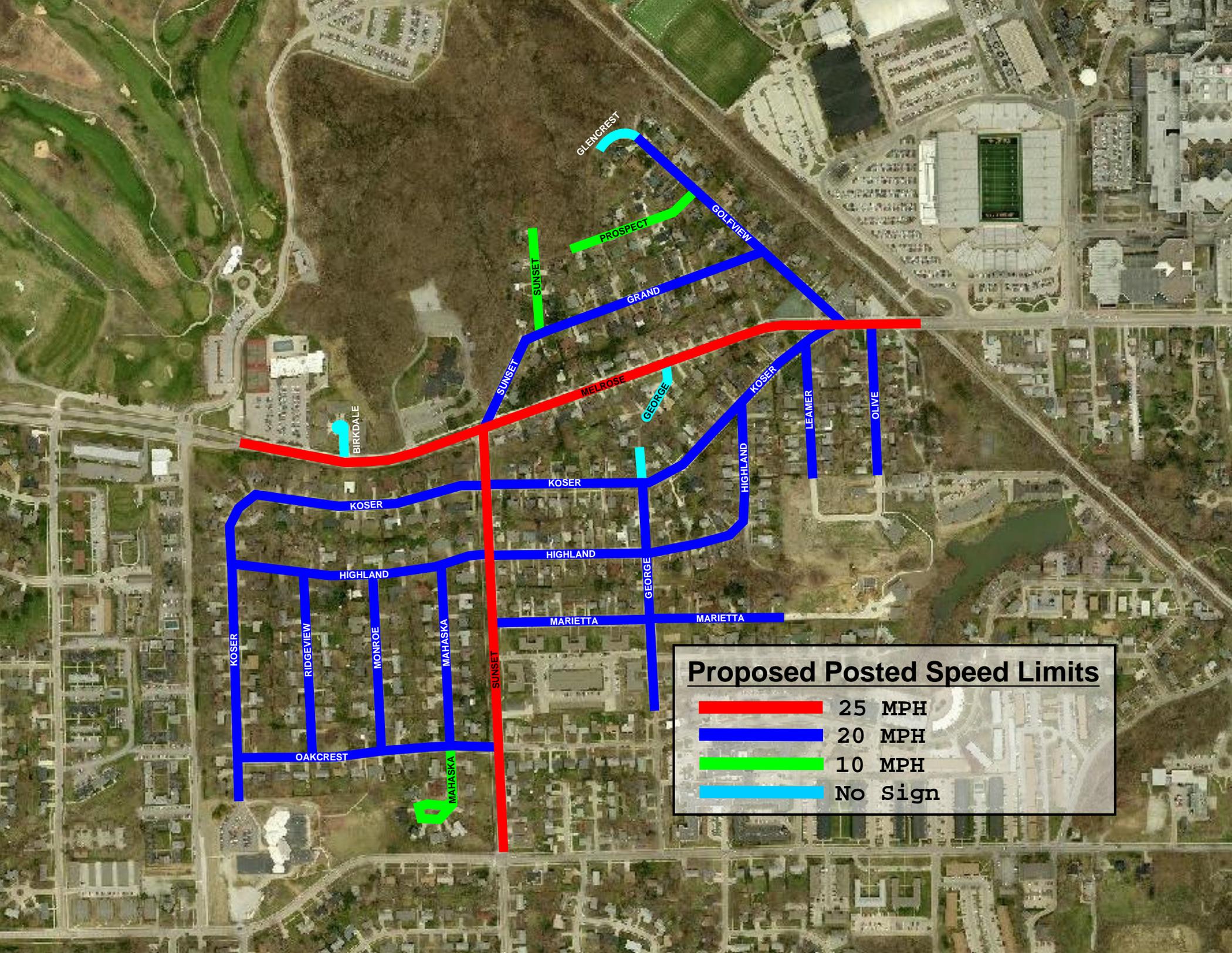
This is a selected variety of a species not originally from North America.

This plant is not reliably hardy in our region, and certain restrictions may apply; contact the store for more information.

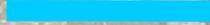


Posted Speed Limits

	25 MPH
	20 MPH
	20 MPH (School)
	10 MPH
	No Sign



Proposed Posted Speed Limits

	25 MPH
	20 MPH
	10 MPH
	No Sign



SIDEWALK INVENTORY



Date Prepared: May 2012



Sidewalks

- Both Sides of Street
- None
- One Side Only

32 Street Width

MEMO

TO: Pat Yeggy, City of University Heights
FROM: Brian Willham, PE, PTOE
DATE: July 1, 2011
RE: City-wide GIS Mapping Costs

Per your request, we have compiled approximate costs for the creation of a GIS database, including base mapping, field data collection, and inventory development, for various publicly owned facilities. Below are estimates of cost to develop various components of GIS maps and databases.

City-Wide GIS Base Mapping

(Data processing, base map development) – **Provided by MPOJC**

Traffic Sign Mapping

(Field Collection, data processing, inventory development, signs map development) – **Provided by MPOJC**

Traffic Sign Management Plan

(Traffic sign management plan development) - **\$2,500** (*assumes approximately 130 traffic signs*)

The development of a traffic sign inventory and management plan is a requirement found in the Manual on Uniform Traffic Control Devices (MUTCD), which stipulates that an inventory/plan must be in place by January 2012. The plan will help jurisdictions manage the minimum levels of retroreflectivity that traffic signs require to be properly seen at night. **The cost to complete the tasks necessary to comply with the 2012 requirement would be approximately \$2,500 (Base mapping + Traffic Sign Mapping provided by MPOJC & Traffic Sign Management Plan provided by Shive-Hattery).**

Costs for developing GIS mapping for the following publicly owned facilities are also included per your request:

Water Valves / Hydrants

(Field Collection, data processing, inventory development, water map development) - **\$4,500** (*assumes approximately 70 water valves and 30 fire hydrants*)

Sanitary Sewer Manholes

(Field Collection, data processing, inventory development, sanitary sewer map development) - **\$4,000** (*assumes approximately 60 manholes*)

Storm Sewer Intakes and Manholes

(Field Collection, data processing, inventory development, storm sewer map development) - **\$4,000** (*assumes approximately 100 structures ; we currently have some survey information for the Storm Sewer system that we will use to supplement this effort*)

Because GIS has the ability to fully customize specific maps and databases, we will work with you to determine the exact information that you would like to maintain within the maps and databases. Some examples of features that you may want to include in the databases are: a digital photo, current



condition, manufacturer/ID number, installation date, etc. Please refer to the attached sample GIS mapping and associated database for traffic signage for an example of how the mapping and database information could look.

If the City decided to hire Shive-Hattery to complete the Traffic Sign Management Plan, or any of the other public facility mapping, we would propose to complete that work with an hourly, not-to-exceed contract.

Please let me know if you have any further questions or if I can provide any additional information. I can be contacted at bwillham@shive-hattery.com or at (800) 798-8104.

Copy: Josiah Bilskemper, S-H

University Heights May 2012 eGovernment Report

U-H Website Updates/Statistics May 1- 31, 2012

- **May 29, 2012**
 - Summer Council meetings to be held at St. Andrew Church
 - Garage Sale Flyer
 - Corrected Bike to Work Week Breakfast Report
- **May 18, 2012**
 - Paul Amrani’s musical performance on June 2nd
 - Bike to Work Week Breakfast Report
- **May 16, 2012**
 - May 8th City Council Meeting web stream
 - With index points for easy navigation!
- **May 14, 2012**
 - U-Heights Receives Bronze Level designation as “Bicycle Friendly Community”
- **May 9, 2012**
 - Updated Bike to Work Week information
 - City Wide Garage Sale Sat. June 9th
- **May 7, 2012**
 - May 8th council meeting agenda & attachments (20)
 - May 8th council meeting mayor’s report
 - April 10th council meeting minutes
- **May 6, 2012**
 - May 8th Council Meeting Agenda
- **May 5, 2012**
 - League of Women Voters Constitution Series May 10th, 7:00 PM Iowa City Public Library
- **May 1, 2012**
 - Ronald McDonald House Run Volunteer information
 - U-Heights Spring Clean Up Day report



Monthly Web Statistics for May 2012

Total Hits	22749
Total Files	15441
Total Pages	7063
Total Visits	3940
Total KBytes	3913461
Total Unique Sites	1935
Total Unique URLs	1100
Total Unique Referrers	338
Total Unique User Agents	449

Week	Page Loads	Unique Visits	First Time Visits	Returning Visits
W22 2012	145	90	68	22
W21 2012	186	136	104	32
W20 2012	280	165	125	40
W19 2012	59	39	33	6

Council Meeting Webstream/On Demand Update:

John McLure was able to add index items to the meeting video. Users can now skip to specific agenda items in the webcast and on demand cable broadcast.