

AGENDA

City of University Heights, Iowa

City Council Meeting

Tuesday, July 10, 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 June 12, 2012	Louise From
7:02	Public Input <u>Administration</u>	Public comments	
	-Mayor City Attorney City Clerk	<u>Mayor's Report</u> - <u>Discussion of the Iowa City Animal Care and Adoption Center agreements</u> <u>Legal Report</u> -Consideration of <u>Resolution 12-16</u> authorizing the Mayor to sign and the city clerk to attest to a Mutual Fire Aid Protection agreement with certain other cities. <u>City Clerk Report</u> -Consider approval of the purchase of SoniClear	Louise From Pat Ford Chris Anderson
	<u>Committee Reports:</u>		
	<u>Finance</u>	Committee Report <u>Treasurer's Report/Payments</u> -Consider approval of CD purchase recommendations.	Jim Lane
	<u>Community Protection</u>	Committee Report Police Chief Report -Consider purchase of police car -Consider hiring of part-time police officer -Mahaska potluck party-July 22, 5-7pm street closed for event. Community Relations Report City-wide Community Picnic- Sept. 9 th	R. Hopson/M. Haverkamp Ron Fort Rosanne Hopson
	<u>Streets and Sidewalks</u>	Committee Report <u>Engineer Report</u> - <u>Consideration of Resolution 12-17</u> authorizing the award of the 2012 Street Improvement Project to most appropriate bidder. -Sunset Street Wide Sidewalk Project Update -Sunset Wide Sidewalk Streetscape Report	Jan Leff Josiah Bilskemper Larry Wilson

Time		Topic	Owner
		-Consideration of Resolution 12-18 approving the work to be done pursuant to the Sunset Street West Right-of-Way Streetscape Schematic Master Plan, at a fee not to exceed \$800.	
	<u>Building, Zoning & Sanitation</u>	Committee Report 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, August 14th, 2012 @ St. Andrew Church

Mayor Report -July 2012

June 14- MPO-TTAC-Transportation Technical Advisory Meeting- Highlights:

-Discussion of if a new point system was necessary for assisting in determining future funding. It was decided to keep the current system and not make it any more complicated.

June 27- EMA meeting (Emergency Management) Highlights:

-A special meeting to award the bid for six warning sirens in Johnson County.

June 27th MPO- Urbanized Area Policy Board Meeting- Highlights:

-A grant opportunity was discussed at this MPO meeting that the staff would apply for the cities interested in a Firefighters Grant about GPS traffic signal technology. This technology gives green lights at intersections for police and fire vehicles responding to incidents, as well as extended greens. The benefits of this technology include: expedite emergency response, eliminate collision liability where emergency responders currently run red lights, improve transit reliability, and enhance quality of life. Today, the cities in Iowa already using this technology include Des Moines, Dubuque, Waterloo, Davenport, Sioux City, Council Bluffs, and Ankeny. Others are in the midst of deploying such a system. It was described as 90/10. The local match being 10%. That would make University Heights 2 traffic lights cost \$2,167. I planned on putting it on the July 10th agenda for council consideration. However, several days after this MPO meeting, it was discovered that the due date was July 6 NOT July 15th. On July 3, I contacted as many council members individually as I could to see if they were interested in supporting this amount on July 10. However, on July 5th I was contacted again by the MPO staff and told that they just found out the local match was not going to be 10% but now 20%. That makes University Heights local match \$4,358. I then called John Yapp (MPO, Executive Director) to get further details as I was uncomfortable with the new dollar amount. John said there is no pressure to do this right away. There will be other opportunities for grants. The other cities are applying for some, but not all traffic lights at this time. I explained to John Yapp since this was an unbudgeted item, I don't feel comfortable going back to our council since the \$ amount has doubled. Council will need to discuss this in the future so it can be budgeted, get public input, etc. and then go from there. University Heights will not be participating in this grant this year.

July 3 – Received an email from Mr. Simon Andrew, City of Iowa City re Animal Care and Adoption Agreements which I forwarded on to the city council. IC requests formal action due August 15. I would recommend discussion at the July and August council meetings with a decision at the August 14th meeting. I contacted Mr. Simon Andrew with Iowa City and he will not be able to come to our meeting, but I asked him to send me numbers specific to the University Heights Agreement.

SPECIAL THANKS: Carol Ann Christiansen & Pat Yeggy for the wonderful UH GARDEN WALK- June 24!



CITY OF IOWA CITY

410 East Washington Street
Iowa City, Iowa 52240-1826
(319) 356-5000
(319) 356-5009 FAX
www.icgov.org

July 9, 2012

Louise From, Mayor
City of University Heights
1004 Melrose Avenue
University Heights, Iowa 52246

Dear Mayor From,

Below is a summary of how the animal center contracts would impact University Heights financially. Please be mindful that the facility is still in the schematic design phase, thus dollar amounts are good-faith, albeit preliminary estimates. Estimates assume the participation of all jurisdictions from which Iowa City has received a letter of intent to contract for animal sheltering services. These jurisdictions include Johnson County, Coralville, the University of Iowa, and University Heights.

The percentage of animals brought to the center from University Heights over fiscal years 2009-2011 was just under 0.50%. This percentage is applied to one-time capital costs and annual operational costs.

Capital Cost Sharing

The pre-design construction estimate for the facility is \$3 million. The City expects to receive FEMA reimbursements of approximately \$1.4 million, though a portion of these reimbursements will apply to the demolition of the flooded facility rather than new construction. Another \$1 million is expected to be raised by the Friends of the Animal Center Foundation (FACF), disbursed in five \$200,000 payments over five years. Local jurisdiction contributions are calculated net of these two revenue sources.

University Heights' 0.50% applied to the \$600,000 remaining after FEMA reimbursements and charitable contributions totals \$2,990. This would be a one-time payment invoiced when the Iowa City City Council accepts the construction work of the new facility. This is expected to be in the first half of calendar 2015. A reasonable range taking into account the unknowns of FEMA reimbursements and FACF fundraising would be \$2,900 - \$4,000. Note that this estimate is substantially less than the \$10,000 that was previously estimated for University Heights. The scope of the facility has been reduced and a fundraising stipulation has been added.

Operational agreement

The operational 28E agreement divides annual facility costs based on the previous three completed fiscal years' animal intake percentages. This is the formula under which the current 28E agreement with Coralville operates. The contract does not include the cost of any field services; it is for animal center operations only.

For FY 2013, the calculation for University Heights would have been as follows:

Average percentage of animals, FY09-FY11	= 0.50%
Animal Center operational budget	= \$596,200
University Heights' cost share	= \$2,971 (annual)

This would have been invoiced monthly at \$247.58/month. University Heights' percentage of operational costs will be updated annually. If the average number of animals brought to the Center from University Heights goes up or down, operational costs will respond accordingly. There are additional field services that University Heights may take advantage of in emergency situations that are billed separately. A

July 9, 2012
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reasonable range for annual operational costs for University Heights would be \$2,700 - \$3,300.

Please contact me or Iowa City staff with any questions.

Regards,

Simon Andrew
Budget Management Analyst
City of Iowa City

July '12 – City Attorney's Report

1. **Iowa City Animal Care and Adoption Center agreements.** You will be discussing proposed agreements with the City of Iowa City to share in the cost of constructing and operating the new animal shelter. The City's share of the costs would generally be based on the percentage of all animals served at the shelter coming from University Heights. The proposed agreements were previously distributed by the Mayor. Formal action on these agreements will take place at the August meeting.
2. **Agreement for Mutual Fire Aid Protection.** You will be considering Resolution 12-16 authorizing the Mayor to sign a 28E Agreement with certain other cities and fire districts for mutual fire aid protection services. A copy of the resolution is attached, and a copy of the agreement is attached to the resolution. The original agreement is currently in the hands of another city's mayor, and you are simply authorizing the Mayor to sign the original agreement once it is in her hands.
3. **2012 Street Improvement Project.** You will be considering Resolution 12-17, which authorizes the Mayor to sign a contract with Eggleston Concrete Contractors, Inc. for a total expenditure of no more than \$79,316.00. I have reviewed the proposed contract, and approve the same.
4. **Streetscape Schematic Master Plan for the Sunset Street West Right-of-Way.** You will be considering Resolution 12-18, which authorizes Shive-Hattery to prepare and present a Streetscape Schematic Master Plan for the Sunset Street west right-of-way.
5. **Steve Ballard's availability.** Steve Ballard is currently out of the office, but he will return again on July 16, 2012.

RESOLUTION NO. 12-16

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO A 28E AGREEMENT AMONG THE CITY OF UNIVERSITY HEIGHTS AND CERTAIN OTHER CITIES AND INDEPENDENT FIRE DISTRICTS IN JOHNSON COUNTY, IOWA, FOR MUTUAL FIRE AID PROTECTION.

WHEREAS, the fire departments or fire districts of all the parties named in the incorporated 28E Agreement are members of the Johnson County Mutual Aid Association; and

WHEREAS, the stated purpose of the Association is to provide mutual aid fire protection, fire prevention, hazardous material release mitigation, emergency medical services, and rescue; and

WHEREAS, occasions may arise whereby extra alarm fires or other emergencies would exhaust the available firefighting equipment and personnel maintained and provided by any one of the parties named in the incorporated 28E Agreement; and

WHEREAS, in such situation that availability of additional firefighting personnel and equipment from outside sources might well avert disastrous results; and

WHEREAS, Chapter 28E of the Code of Iowa (2011) provides that powers, privileges, or authority exercised by a public agency of this state may be exercised jointly with any other public agency of this state having such powers, privileges, and authority by entering into agreements to cooperate for their mutual advantage; and

WHEREAS, the City of University Heights has negotiated such a 28E Agreement, a copy of which is attached, with other cities and independent fire districts for the provision of mutual aid fire protection, which is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of University Heights, Iowa, hereby authorizes the Mayor to sign and the City Clerk to attest a 28E Agreement (a copy of which is attached) between the City of University Heights, Iowa and certain other cities and independent fire districts in surrounding Johnson County, Iowa, for the provision of mutual aid fire protection.

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 10th day of July, 2012.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

Steve/UH Resolutions/Resolution 12-____ ~ 070712 approving 28E Agreement for Mutual Fire Aid Protection

**AGREEMENT FOR MUTUAL AID FIRE PROTECTION
IN AND SURROUNDING JOHNSON COUNTY, IOWA
JANUARY 2012**

THIS AGREEMENT is made pursuant to Chapter 28E, Code of Iowa, between any and all of the following: City of Coralville, Iowa; City of Hills, Iowa; City of Iowa City, Iowa; City of Lisbon, City of Lone Tree, Iowa; City of North Liberty, Iowa; City of Oxford, Iowa; City of Riverside, Iowa; City of Shueyville, Iowa; City of Solon, Iowa; City of Swisher, Iowa; City of Tiffin, Iowa; City of University Heights, Iowa; Wellman Volunteer Fire Department, City of West Branch, Iowa; Fremont, Lincoln and Pleasant Valley Fire Association; Tiffin Fire Association; Jefferson-Monroe Fire Department, Inc.; Kalona Volunteer Fire Department; Tri-Township Fire Department; Iowa, Highland, Jackson, Liberty, and Sharon Townships; and City of West Liberty Fire Department.

WHEREAS, the fire departments or fire districts of all the undersigned parties are members of the Johnson County Mutual Aid Association; and

WHEREAS, a stated purpose of the Association is to provide mutual aid in fire protection, fire prevention, hazardous material mitigation, emergency medical service, and rescue; and

WHEREAS, occasions may arise whereby extra alarm fires or other emergencies would exhaust the available firefighting equipment maintained by one of the parties herein; and

WHEREAS, in such a situation the availability of additional firefighting personnel and equipment from outside sources might well avert disastrous results; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges, or authority exercised by a public agency of this state may be exercised jointly with any other public agency of this state having such powers, privilege, and authority; and

WHEREAS, the parties hereto are desirous of entering into a 28E agreement to render fire and emergency assistance upon a reciprocal basis.

THEREFORE, THE PARTIES HERETO mutually agree to give fire and emergency assistance when needed on a reciprocal basis under the following terms and conditions:

SECTION I. AUTHORITY TO RESPOND TO PROVIDE ASSISTANCE

The power to make a request for assistance or to provide aid under this agreement shall reside in the member department fire chief or his official designee only. For purposes of this agreement, the "requesting department" shall mean the fire chief or designee asking for assistance and the "responding department" shall mean the fire chief or designee sending assistance. Any member department shall have the right to request assistance from any other member department or

departments, subject to the terms and conditions of this agreement. For the purpose of this agreement, the terms "member department" and "member" shall mean the fire department of the respective parties hereto.

SECTION II. SITUATION WHERE ASSISTANCE IS REQUESTED

Utilizing the Johnson County Mutual Aid Box Alarm System (MABAS), automatic aid agreement, or by special request, a member department may request assistance from another member department only when the requesting department has concluded that such assistance is essential to protect life and/or property at a location afforded fire protection, fire prevention, hazardous material releases, emergency medical service, and technical rescue service by the requesting department.

SECTION III. RESPONSE TO REQUEST

Upon request, a responding department, upon determination that an emergency situation exists and subject to the availability of personnel and equipment, shall dispatch personnel and equipment to aid the requesting department.

SECTION IV. PERSONNEL AND EQUIPMENT PROVIDED

The requesting department shall include in its request for assistance the amount and type of equipment and number of personnel required, and shall specify the location where the personnel and equipment are needed.

The final decision on the number and the amount and type of equipment to be sent shall be solely that of the responding department. The responding party shall be absolved from liability in connection with all acts associated herewith provided that the final decision is made with reasonable diligence.

No member department shall make any claim whatsoever against another member department for refusal to send the requested equipment or personnel where such refusal is based on the judgment of the responding department that such personnel and equipment are needed to protect the district of the responding department.

The responding department holds all responsibility for training structural firefighters to the minimum requirements, as stated in the Iowa Code. The responding department will make the incident commander aware of any firefighters that responded that do not meet the minimum standard, as stated in the Iowa Code.

party shall provide appropriate and reasonable insurance for its member department's personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while assisting another member department under the terms of this agreement and shall supply proof of such reasonable insurance to the other parties hereto by providing a certificate thereof.

Each party hereto shall be responsible for defending against claims made against it or its member department or personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against other parties hereto, or against the member departments or personnel of said parties.

SECTION VIII. TOWNSHIP AGREEMENTS

The cities and independent fire districts which are parties hereto and which have fire protection agreements with each other wherein the independent fire district is a public safety provider for the respective city agree to maintain such agreements in force, and to provide copies of same to the other parties upon request, thereby making them part of this agreement, and by promptly notifying in writing the other parties of any amendment, renewal, or termination of such agreements. In the event such an agreement lapses, there shall be no further obligation by the other parties hereto to respond to a request for assistance within the fire protection area covered by such lapsed agreement.

SECTION IX. TERM OF AGREEMENT

This agreement shall be in full force and effect upon execution by all parties hereto and the filing and recording thereof as provided in Section 12. The agreement shall have a term of three (3) years from the date of execution and thereafter shall continue in effect from year to year. The agreement may be amended by agreement of all parties. Any party may withdraw from the agreement by giving thirty (30) days written notice to each of the other parties hereto by certified mail, in which case said notifying party shall be deleted from further operation of the agreement.

SECTION X. ADMINISTRATION OF AGREEMENT

This agreement shall be administered by the Johnson County Mutual Aid Association, which shall periodically review said agreement and attempt to resolve any problems which may arise in carrying out said agreement.

SECTION XI. NOTICES

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

SECTION V. COMMAND AT FIRE SCENE

In accordance with the National Incident Management System (NIMS), the responding department personnel and equipment shall report to the incident commander of the requesting department who shall be in charge at the incident location unless he/she specifically relinquishes this authority to another officer. The incident commander shall have the power to issue reasonable orders and directives, and responding officers will then act on said orders.

The responding department personnel and equipment shall be released by the requesting department when the services of the responding department are no longer required or when the responding department personnel and/or equipment are needed in their home districts.

Responding district personnel and equipment may withdraw from the requesting district upon giving notice to the command officer at the incident location that they are needed in their home district.

It is understood that the purpose of this section is to maintain order at the incident scene and shall not be construed to establish an employer/employee relationship.

SECTION VI. NO REIMBURSEMENT FOR COSTS

No member department shall be required to reimburse any other member department for the cost of providing the services set forth in this agreement. Each member department shall pay its own costs (salaries, repairs, materials, compensation) for responding to the requests of other member departments. However, the requesting department shall provide without charge, such additional fuel as may be required by the responding department to carry on the combined efforts after its initial fuel supply is depleted, plus sufficient fuel to fill their fuel tanks before they return to their home district. Further, the requesting department shall reimburse the responding department(s) for the cost of special materials, such as but not limited to, foam or other special materials, specifically requested by the requesting department and which are provided by the responding department and utilized at the site of assistance.

SECTION VII. LIABILITY

Employees of any member department acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment with their member department. Under no circumstances are they to be considered employees of any other jurisdiction, but rather shall be considered to be employees of their member department.

Each party hereto shall bear the liability and/or cost of damage to its member department's equipment and the death of or injury to its member department's personnel, whether the death, injury or damage occurs at an incident in the member's own fire protection area, or in a fire protection area where the firefighter is working as a member of a responding department. Each

SECTION XII. PRIOR FIRE MUTUAL AID AGREEMENTS

This agreement supersedes any and all prior fire mutual aid agreements between and among the parties or their respective member departments.

INCOMPLETE DOCUMENT

A SIGNATURE/SIGNATURES IS MISSING ON THE
FOLLOWING PAGE/PAGES

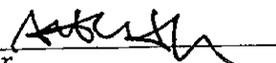
SECTION XIII. FILING AND RECORDING

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State and recorded with the Johnson County Recorder.

IN WITNESS THEREOF, the parties hereto have duly executed this agreement effective on the date(s) as shown below.

CITY OF IOWA CITY, IA
Iowa City City Hall
410 E. Washington Street
Iowa City, IA 52240

CITY OF CORALVILLE, IA
Coralville City Hall
1512-7th Street
Coralville, IA 52241

By: 
Mayor
Attest: Marian K. Kaw
City Clerk
Date: January 10, 2012

By: _____
Attest: _____
Date: _____

JEFFERSON-MONROE FIRE
DEPARTMENT, INC.
Swisher, IA 52338
(As a Fire Protection Provider for
the City of Swisher, IA, and the
City of Shueyville, IA)

CITY OF SWISHER, IA
Swisher City Hall
Swisher, IA 52338

By: _____
Attest: _____
Date: _____

By: _____
Attest: _____
Date: _____

CITY OF SHUEYVILLE, IA
Shueyville Community Bldg.
Rural Route 2
Cedar Rapids, IA 52401

CITY OF UNIVERSITY HEIGHTS, IA
c/o City Clerk
207 Golfview Avenue
Iowa City, IA 52240

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF LONE TREE, IA
Lone Tree City Hall
Lone Tree, IA 52755

FREMONT, LINCOLN & PLEASANT
VALLEY FIRE ASSOCIATION
Lone Tree, IA 52755
(As a Fire Protection Provider for the
City of Lone Tree, IA)

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF TIFFIN, IA
Tiffin City Hall
Tiffin, IA 52340

TIFFIN FIRE ASSOCIATION
Tiffin, IA 52340
(As a Fire Protection Provider for the
City of Tiffin, IA)

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF RIVERSIDE, IA
Riverside City Hall
Riverside, IA 52327

IOWA, HIGHLAND, JACKSON,
LIBERTY, & SHARON TOWNSHIPS
Riverside, IA 52327
(As a Fire Protection Provider for the
City of Riverside, IA)

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF WEST BRANCH, IA
West Branch City Hall
West Branch, IA 52358

KALONA VOLUNTEER FIRE
DEPARTMENT
Kalona, IA 52247

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF NORTH LIBERTY, IA
North Liberty City Hall
North Liberty, IA 52317

CITY OF HILLS, IA
Hills City Hall
Hills, IA 52235

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF SOLON, IA
Solon City Hall
Solon, IA 52333

TRI-TOWNSHIP FIRE DEPARTMENT
Solon, IA 52333

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF OXFORD, IA
Oxford City Hall
Oxford, IA 52322

CITY OF WEST LIBERTY, IA
West Liberty City Hall
West Liberty, IA 52776

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF LISBON, IA
Lisbon City Hall
Lisbon, IA 52253

WELLMAN VOLUNTEER FIRE DEPT.
95-3rd Street
Wellman, IA 52356

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

**CITY CLERK REPORT
JULY, 2012**

- Rental permits received from 307,309 & 550 Grandview Court, 220 Sunset Street, 257 Koser Avenue and 16 Olive Court
- Building permits for:
 - 303 Highland Drive – 8x120 fence
 - 236 Koser Avenue – 12x15 uncovered deck
 - 59 Olive Court – Electrical permit
 - 507 Mahaska Drive – Installation of basement windows (also includes electrical and mechanical permit)
- Rental permits have been mailed out for FY13.

Report from Norm:

Rental inspections were conducted at the following properties;

204 Grandview Ct; 307 Grandview Ct (new rental); 309 Grandview Ct (new rental); 310 Grandview Ct; 311 Grandview Ct; 316 Grandview Ct; 401 Grandview Ct; 220 Sunset St (new rental)

205 Grandview Ct, 306 Grandview Ct, 311 Grandview Ct. and 408 Grandview Ct. were scheduled to be inspected in June but current owners will be selling this month. I will check on ownership status in August.

Treasurer's Report

June 2012

Our total revenue for the month of June was \$29,178.47 comprised of the following amounts:

Property Taxes	\$ 9,200.49
Parking fines	\$ 215.00
Traffic Fines from Clerk of Court	\$ 3,339.81
Interest on bank accounts	\$ 575.63
Road Use Funds	\$ 4,685.05
Building/excavation permits	\$ 396.50
Local Option Sales Tax funds	\$10,140.99
Police Reports	\$ 25.00
Rental Permits	\$ 600.00

Balances in the bank accounts as of 6/30/12:

MidwestOne Checking Account	\$380,592.35
Hills Bank Money Market Account	\$ 1,036.13
Hills Bank CD (due 8/20/13)	\$ 22,556.71
CD at UICCU (due 2/28/14)	\$ 41,446.76
CD at UICCU (due 1/29/13)	\$ 50,141.66
Forfeiture Fund	\$ 2,295.13

In addition, we received reimbursement from Jeff Maxwell in the amount of \$82,806.81. Since these fees were reimbursed in the same fiscal year as they were incurred, the reimbursements offset the amounts of the charges. The amounts are as follow: Shive Hattery-\$16,025.56, Dorsey & Whitney Law Firm-\$8,060.00, Leff Law Firm-\$29,470.06, Terry, Lockridge & Dunn-\$23,069.00, Piper Jaffray & Co-\$6,000.00, IC Press Citizen-\$182.19.

I successfully filed the final IJOBS quarterly report which showed that we spent our \$9,556.19 on the George St/Koser Avenue repair project. I did have to reallocate that payment that was made in December so that the money came out of the correct fund, so there is an extra column on the financial reports called Street Construction. The money was actually received in previous fiscal years but wasn't spent until this fiscal year so it appears that there's a negative balance, but if you look at the Cash Receipts & Disbursements by Fund report, it does zero itself out.

Warrants for Council Approval

07/09/2012

June 13 through July 10, 2012

Date	Name	Memo	Amount
Jun 13 - Jul 10, 12			
06/15/2012	Beeks, Joshua W		-1,519.24
06/15/2012	Fort, Matthew A		-1,535.22
06/15/2012	Fort, Ronald R		-1,890.40
06/15/2012	Tucker, Darryl		-1,088.43
06/15/2012	Internal Revenue Service	42-1109342	-2,313.24
06/15/2012	Beeks, Joshua W		-623.64
06/20/2012	Windstream	automatic payment for phone service	-136.73
06/22/2012	MidAmerican Energy	pedestrian lights at 113 Golfview	-28.09
06/22/2012	MidAmerican Energy	1301 Melrose stop light	-37.29
06/22/2012	MidAmerican Energy	1011 Melrose stop light	-35.71
06/25/2012	MidAmerican Energy	street lights	-617.37
06/25/2012	MidAmerican Energy	City Hall electricity	-87.18
06/29/2012	Anderson, Christine M.		-300.31
06/29/2012	Beeks, Joshua W		-2,120.46
06/29/2012	Fort, Matthew A		-1,585.58
06/29/2012	Fort, Ronald R		-1,770.64
06/29/2012	Kimura, Lori D.		-274.61
06/29/2012	Tucker, Darryl		-1,088.44
06/29/2012	Fort, Matthew A	unused vacation/personal time	-1,965.29
06/29/2012	Fort, Ronald R	unused vacation/personal time	-2,673.31
06/29/2012	Strong, Donald K.	unused vacation/personal time	-2,055.62
06/29/2012	Tucker, Darryl	unused vacation/personal time	-621.75
06/30/2012	Hopson, Rosanne C		-188.70
06/30/2012	From, Louise A.		-463.96
06/30/2012	Haverkamp, Michael J		-179.70
06/30/2012	Lane, James		-188.70
06/30/2012	Leff, Janet S		-188.70
06/30/2012	McGrath, Brennan		-188.70
06/30/2012	Wellmark BC/BS	monthly insurance payment	-1,263.55
06/30/2012	Andersen, Brent	reserve office salary	-1.89

06/30/2012	Hazen, Casey	reserve officer salary	-1.89
06/30/2012	Perdue, Chris D	reserve officer salary	-1.89
06/30/2012	Platt, Johnny	reserve officer salary	-1.89
06/30/2012	Internal Revenue Service IOWA WORKFORCE DEVELOPMENT	42-1109342 107319-6	-5,523.82 -122.47
06/30/2012	TREASURER STATE OF IOWA	42-1109342-001	-3,002.00
06/30/2012	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM		-126.07
06/30/2012	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM		-3,076.70
07/01/2012	Paul J. Moore, Melrose Avenue Building	City Hall Rent monthly wire service/cell phone for police car autopayment	-867.00 -115.84
07/01/2012	Verizon Wireless Johnson County Emergency Management		
07/10/2012		Haz-Mat contract FY 2012-13	-262.75
07/10/2012	Bryan Bacehowski	reimburse for 1/2 tree removal in right of way	-454.75
07/10/2012	Terry Goerd	inspection services for June	-1,190.00
07/10/2012	Norm Cate	inspection services for June	-560.00
07/10/2012	SEATS	Seats Payment	-703.66
07/10/2012	ABC Solutions	Monthly fee for city website/email service	-24.95
07/10/2012	City of Iowa City	bus, 2 months of fuel, hydrant maint 6 months	-7,214.38
07/10/2012	Hawkeye Community College	training classes for Jones/Hasen	-170.00
07/10/2012	Iowa League of Cities	yearly member dues 2012-13	-612.00
07/10/2012	Johnson County Refuse, Inc.	June recycling	-1,738.50
07/10/2012	Iowa City Press-Citizen	June publications	-95.40
07/10/2012	Mediacom	online service 7/3/12-8/2/12	-69.95
07/10/2012	Pyramid Services Inc.	oil change	-48.24
07/10/2012	Staples	paper/pens/binder clips/tape	-94.02
07/10/2012	VISA	targets/backers for gun range/sign/stamps/	-443.64
07/10/2012	Paul J. Moore, Melrose Avenue Building	Garage rent	-35.00
07/10/2012	Sunset Law Enforcement	1000 rounds of 00 Buck Shot	-627.72
07/10/2012	City of Coralville	fire protection services July - December 2012	-14,859.00

Jun 13 - Jul 10, 12

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff
FROM: Josiah Bilskemper, P.E.
DATE: July 9, 2012
RE: City Engineer's Report

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

- a. Project Schedule:
 - i. Current design schedule for the project is based on an Iowa DOT bid letting date of December 18, 2012. The design consultants next required submittal to meet that schedule is a set of "Check Plans" (approximately 90-95% complete) to be provided to Iowa DOT for review. The DOT has one bid letting each month, so there are still a few months "buffer" to work with and have the project bid in advance of spring 2013 construction.
 - ii. Once the design is finalized and the construction drawings are complete and approved, the DOT will still hold the project from bidding until all easements and property acquisitions are completed.
- b. 306 Mahaska Drive (Wilson) – Reports they will leave their fence in the current location (within the right-of-way), and would like the existing Ash trees to be left in place to see if they survive the construction.
- 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 (June Mtg.)*

(2) Sunset Street Wide Sidewalk – Street Trees

- a. As directed by council at the June council meeting, an on-site meeting occurred with myself, Larry Wilson, and Shive-Hattery landscape architect Kevin Froelich to walk the west right-of-way of Sunset Street and evaluate the existing trees and potential impact to those trees by the proposed wide sidewalk construction.
- b. After review of the site and the proposed wide sidewalk plans, a minimum scope of items to include in a schematic master plan was generated between the three of us.
- c. A resolution has been prepared for council consideration at the July meeting that includes this scope of work and the cost to have it prepared. The schematic plan, while taking into account the proposed wide sidewalk construction, would be a document of its own, that could be used into the future for making decisions on removing and planting trees in this corridor. I believe that Larry Wilson intends to speak at the council meeting with respect to this item.
- d. *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) (June Mtg.)

- e. *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. 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? (June Mtg.)*

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

- a. As directed by council at the June meeting, we tried to coordinate a meeting with Andrew Forbes, Christian Aanestad, Jim Lane and Rosanne Hopson to finalize details of the wide sidewalk design at the intersection corner. We received e-mail response back from Andrew that the “revised design” (referenced below) would not be agreeable to him, as a minimum sidewalk width of 4-feet could be used instead. He and his wife were not interested in meeting further, and would no longer consent to sell any land to the city.
- b. We also received e-mail response from Christian Aanestad indicating he and his wife wanted to consult legal counsel prior to scheduling any further meetings, and would be in touch at a later date.
- c. Since that time, we have not yet had any further correspondence or discussion with either Andrew or Christian with regards to the project.
- d. *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 (June Mtg.)*
- e. *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 (June Mtg.)*
- f. *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 (June Mtg.)*
- g. *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 (June Mtg.)

(5) 2012 Street Improvements

- a. Five construction bids were received on July 9, 2012 for the 2012 Street Improvements project. Eggleston Concrete Contractors submitted the low bid of \$79,316.00. A bid tabulation and award recommendation letter has already been issued, and will be considered at the July meeting.
- b. The construction work will commence on or about July 23, 2012, and must be completed by September 3, 2012. The construction plans limit the repairs on west Melrose Avenue (in front of the University Club) and the repairs in the southbound lane of Sunset (just south of Melrose) to occur separately from each other, and during a Thursday to Sunday interval.

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

- a. The final reimbursement check (\$3,606.31) was received at the city office on July 9th. Contractor invoices (L.L. Pelling) for the project totaled \$51,505.58, and the total reimbursement to the city for the project was \$49,481.41.
- b. At some point in the next few weeks, we expect a final letter to be sent from the Iowa DOT indicating the project has been closed, and all project records shall be retained for 3 years. This will likely be sent to the city office, and we need to get a copy of this to include in our project file as well.

- c. *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 (June Mtg.)*

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

July 9, 2012

City of University Heights
ATTN: Ms. Louise From, Mayor
1004 Melrose Avenue
University Heights, Iowa 52246

RE: 2012 Street Improvements

Dear Ms. From:

On July 9, 2012 at 2:00 p.m. at Shive-Hattery, Inc., five bids were received and opened for the above-referenced project.

No irregularities were found in the bids. The low bid was received from Eggleston Concrete Contractors, Inc. of Cedar Rapids in the amount of \$79,316.00. The engineer's estimate was \$78,000.00.

We recommend award of contract to Eggleston Concrete Contractors, Inc. based upon their responsive bid. Upon Council approval of this award, we will proceed with issuing the Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions regarding this report.

Sincerely,

SHIVE-HATTERY, INC.



Josiah D. Bilskemper, P.E.

JDB/bad

Enc.

Copy: Mike Haverkamp, Council
Rosanne Hopson, Council
Jim Lane, Council
Jan Leff, Council
Brennan McGrath, Council
Chris Anderson, Clerk
Steve Ballard, Attorney



SHIVE-HATTERY, INC.

2834 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040 FAX (319) 354-6921

TABULATION OF BIDS

Bid Date: July 9, 2012, 2:00 p.m.
Location: S-H, Inc., 2834 Northgate Dr., IC
Page No.: 1

Client: The City of University Heights
Project Name: 2012 Street Improvements
S-H Project #: 112102-0 (25)

ITEM	DESCRIPTION	QUANTITY	Yes 10%		Yes 10%		Yes 10%		Yes 10%		Engineer's Estimate			
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
NAME AND ADDRESS OF BIDDER			Eggleston Concrete 7024 Deer Horn Trail NE Cedar Rapids, Iowa 52241		Vieth Construction 6419 Nordic Drive Cedar Falls, Iowa 50613		J & L Construction 1971 Lexington Blvd. Washington, Iowa 52353		All American Concrete 1489 Highway 6 West Liberty, Iowa 52776					
Bid Security			Yes 10%		Yes 10%		Yes 10%		Yes 10%					
1	Mobilization	LS 1	\$6,600.00	\$6,600.00	\$4,009.14	\$4,009.14	\$7,400.00	\$7,400.00	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00
2	Pavement Removal	SY 488	\$13.00	\$6,344.00	\$12.35	\$6,026.80	\$15.00	\$7,320.00	\$10.50	\$5,124.00	\$12.00	\$5,856.00	\$10.00	\$4,880.00
3	Sawcutting	LF 610	\$6.50	\$3,965.00	\$1.87	\$1,140.70	\$3.50	\$2,135.00	\$5.50	\$3,355.00	\$3.00	\$1,830.00	\$10.00	\$6,100.00
4	PCC Pavement, CL-C, CL-3, 10-Inch	SY 421	\$64.00	\$26,944.00	\$73.65	\$31,006.65	\$68.00	\$28,628.00	\$77.00	\$32,417.00	\$75.00	\$31,575.00	\$80.00	\$33,680.00
5	PCC Pavement, CL-C, CL-3, 7-Inch	SY 67	\$59.00	\$3,953.00	\$65.47	\$4,386.49	\$60.00	\$4,020.00	\$70.00	\$4,690.00	\$70.00	\$4,690.00	\$45.00	\$3,015.00
6	HMA Mixture, Surface Course, 1/2"-Mix (300,000 ESAL), 3-Inch	TON 11	\$400.00	\$4,400.00	\$204.58	\$2,250.38	\$200.00	\$2,200.00	\$300.00	\$3,300.00	\$290.00	\$3,190.00	\$85.00	\$935.00
7	Sidewalk, PCC, 4-Inch	SY 2	\$100.00	\$200.00	\$86.25	\$172.50	\$81.00	\$162.00	\$100.00	\$200.00	\$175.00	\$350.00	\$50.00	\$100.00
8	Granular Subbase	TON 158	\$24.00	\$3,792.00	\$35.86	\$5,665.88	\$35.00	\$5,530.00	\$24.00	\$3,792.00	\$35.00	\$5,530.00	\$30.00	\$4,740.00
9	Subdrain, Longitudinal, 4-Inch	LF 64	\$12.00	\$768.00	\$42.01	\$2,688.64	\$17.00	\$1,088.00	\$20.00	\$1,280.00	\$30.00	\$1,920.00	\$10.00	\$640.00
10	Storm Intake, SW-509	EA 2	\$6,000.00	\$12,000.00	\$4,428.48	\$8,856.96	\$5,800.00	\$11,600.00	\$3,500.00	\$7,000.00	\$5,200.00	\$10,400.00	\$4,000.00	\$8,000.00
11	Storm Intake, SW-512, 36-Inch Dia.	EA 1	\$1,900.00	\$1,900.00	\$2,892.12	\$2,892.12	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$1,800.00	\$1,800.00
12	Storm Sewer, 15-Inch RCP	LF 35	\$70.00	\$2,450.00	\$138.27	\$4,839.45	\$91.00	\$3,185.00	\$75.00	\$2,625.00	\$80.00	\$2,800.00	\$50.00	\$1,750.00
13	Traffic Control	LS 1	\$5,000.00	\$5,000.00	\$3,507.13	\$3,507.13	\$4,100.00	\$4,100.00	\$6,500.00	\$6,500.00	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00
14	Sodding	LS 1	\$1,000.00	\$1,000.00	\$3,507.13	\$3,507.13	\$1,600.00	\$1,600.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
TOTAL BASE BID			\$79,316.00		\$80,949.97		\$80,968.00		\$86,783.00		\$94,141.00		\$78,140.00	

RESOLUTION NO. 12-17

RESOLUTION ACCEPTING QUOTATION FOR THE 2012 STREETS IMPROVEMENT PROJECT.

WHEREAS, the University Heights City Council's budget for FY2012-13 includes funds for the 2012 Streets Improvement Project; and

WHEREAS, the City Engineer solicited competitive bids from several qualified contractors to perform this work; and

WHEREAS, Eggleston Concrete Contractors, Inc. submitted a bid in the amount of \$79,316.00; and

WHEREAS, the City Council desires to accept this bid,

NOW, THEREFORE, BE IT RESOLVED by the City of University Heights, Iowa, that the Mayor is authorized to sign and the City Clerk to attest a contract with Eggleston Concrete Contractors, Inc. for a total expenditure of no more than \$79,316.00 for the 2012 Streets Improvement Project, after the language of the contract has been approved by the City Attorney.

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 10th day of July, 2012.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

RESOLUTION NO. 12-18

RESOLUTION APPROVING THE PREPARATION OF A STREETScape SCHEMATIC MASTER PLAN FOR THE SUNSET STREET WEST RIGHT-OF-WAY, WITH ADDITIONAL FEES NOT TO EXCEED \$800.00.

WHEREAS, the City previously requested that the City Engineer provide an estimate of work required to create a plan to show recommended tree removals, tree replacements, tree spacing, tree crowns (existing, new and future), tree diversity and tree schedule (canopy and ornamental) for the Sunset Street west right-of-way; and

WHEREAS, the City Engineer has indicated that the fee to prepare the Streetscape Schematic Master Plan will not exceed \$800.00,

NOW, THEREFORE, BE IT RESOLVED by the City of University Heights, Iowa, to approve a total expenditure of no more than \$800.00 with Shive-Hattery, Inc. for the preparation of the Streetscape Schematic Master Plan for the Sunset Street West Right-of-Way project.

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 10th day of July, 2012.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

University Heights July 2012 eGovernment Report

U-H Website Updates/Statistics June 1- 30, 2012

- **June 27, 2012**
 - May 8th Council Meeting minutes
- **June 26, 2012**
 - July 10th City Council Meeting, St. Andrew Church, 1300 Melrose Ave. 7:00 PM
- **June 21, 2012**
 - June 12th City Council Meeting View web stream
- **June 17, 2012**
 - June 24 Garden Tour Information and Map
 - Compost Bin Sale and East Side Recycling Center tour
- **June 12, 2012**
 - June 12th council meeting agenda & attachments (21)
 - June 12th council meeting mayor's report
 - Posted Bike Friendly Community Feedback Report
- **June 9, 2012**
 - Resident guide information
- **June 7, 2012**
 - U-Heights garage sale info
- **June 6, 2012**
 - 6/7/12 Board of Adjustment meeting notice and agenda
 - U-Heights Spring Clean Up Day report

Monthly Statistics for June 2012 from Webalyzer

Total Hits	22190
Total Files	13424
Total Pages	6822
Total Visits	4050
Total KBytes	3152577
Total Unique Sites	2069
Total Unique URLs	986
Total Unique Referrers	270
Total Unique User Agents	439

Web Statistics from Stat Counter June 2012

	Page Loads	Unique Visits	First Time Visits	Returning Visits
Total	945	642	480	162
Average	32	21	16	5