

AGENDA

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

Tuesday, November 12, 2013

NOTE Location Change:

Horn School- Library Room

600 Koser Ave.

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 - Oct. 8, 2013 and Special Meeting Minutes- Oct. 28, 2013	Louise From
	Public Input	Public Comments -Council discussion of Community Focus Group and Survey Report	
	-Mayor	<u>Mayor's report</u> -Consider a second city-wide leaf vacuuming on Nov. 21 st by Johnson County Refuse for an additional cost of \$3500.	Louise From
	-City Attorney	<u>Legal Report</u> -Report on parking vehicles on yards, including 1265 Melrose Avenue. -Discussion of letter from City concerning compliance with portable toilet ordinance. -Discussion of property owners leasing parking spaces on non-home football game days. -Consideration of agreement permitting pavers to be placed in public right of way at 1002 Melrose Avenue.	Steve Ballard
	-City Clerk	<u>City Clerk's Report</u>	Chris Anderson
	<u>Committee Reports:</u>		
	<u>Finance</u>	Committee Report -Review of 2014 Budget Process	Jim Lane
		-Consideration of <u>Resolution 13-17</u> to Approve FY13 Annual Finance Report	Steve Kuhl
		<u>Treasurer's Report/Payment of Bills</u>	Lori Kimura

Time	Topic	Owner
	<u>Community Protection</u>	Committee Report R. Hopson/M. Haverkamp
	Police Chief Report -Consider hiring two reserve officers	Ron Fort
	Community Relations Report - Report on Trunk or Treating and leaf raking events -Santa event	Rosanne Hopson
	<u>Streets and Sidewalks</u>	Committee Report Jan Leff
	<u>Engineer Report</u> -Consideration of proposals for snow removal and sanding services and selection of contractor. -Consideration of Resolution No. 13- 18 authorizing the Mayor to sign and the Clerk to attest a snow removal and sanding contract with the selected contractor. -Consideration of <u>Resolution 13-19</u> adopting Standard DOT Title VI Assurances (Form 131023) and authorizing the Mayor to sign and the Clerk to file Form 131023 with the Iowa Department of Transportation. -Consideration of <u>Resolution No. 13-20</u> adopting Title VI Non-Discrimination Agreement (Form 131024) and authorizing the Mayor to sign and the Clerk to file Form 131024 with the Iowa Department of Transportation. -Consideration of <u>Resolution No. 13-21</u> adopting and authorizing the Mayor to sign a policy statement expressing the City's commitment to the nondiscrimination provisions of Title VI.	Josiah Bilskemper
	<u>Building, Zoning & Sanitation</u>	Committee Report -Discussion of Speed Limit on Prospect Place Brennan McGrath
		Zoning Report Pat Bauer
	<u>e-Government</u>	<u>Committee Report</u> Mike Haverkamp
	Additional Public Comments	Public Input
8:45	Announcements	Anyone
9:00	Adjournment	Louise From

Next City Council Meeting: Tuesday, Dec. 10th 2013- Location to be announced.

Mayor Report- November 2013

As we come to the end of the year, I will be reviewing appointments to city committees- Zoning Commission & Board of Adjustments. Citizens who are interested please contact me.

FAQ: Is Steve Smith of Johnson County Refuse going to stop providing services for the City?

Answer:

Steve Smith of Johnson County Refuse has two contracts with the City. The first contract is for Refuse, Recycling and Yard Waste Services. (This includes leaf vacuuming, leaf bag pick-up and Christmas tree pick-up). His second contract is for Snow Removal and Sanding Services.

Steve Smith of Johnson County Refuse will continue to do the Refuse, Recycling and all Yard Waste Services.

Steve Smith of Johnson County Refuse will no longer be doing the Snow Removal and Sanding Services.

Consideration of a Second Leaf Vacuum on Nov. 21: I heard from many residents requesting a second leaf vacuuming because the leaves are so late this Fall. About 6 days before the scheduled leaf vacuum date, Steve Smith drove around all the streets in the City to evaluate the leaves still left on trees. He agreed there were many leaves still to fall and now probably too late and not a good idea to change the Nov. 7 vacuum date. He stated he would do a second leaf vacuum at a reduced cost of \$3500 and could schedule it for Thursday, Nov. 21. His first leaf vacuuming cost is \$10,000. The free leaf bag pick up could be changed to Nov.25/26. This second leaf vacuum date is on the agenda for the council to consider.

Joint Cities Meeting including Board of Supervisors, County School Boards and University of Iowa- Oct. 28th –sponsored by the City of Iowa City. I attended this meeting as representative for University Heights. Topics included an update of IC School District Facilities plan and Clear Creek Amana district. A presentation by EMA Coordinator Dave Wilson on Tier II hazardous material facility fees for JC. Other topics were opportunities for collaboration among local governments on subsidized services such as bus passes and swim passes, and possible combination of County Assessor and City Assessor Offices in JC. Also updates on planning to address jail and courthouse needs in JC. From public input: The “100 Grannies” group is asking the assembled entities to consider a countywide phasing out of plastic bags in order to keep them out of the landfill. They will be available to come and talk to each entity that is interested. I think this would be a good idea to invite them to a future University Heights City Council meeting. Please contact me if you want more information on any of the topics.

November '13 – City Attorney's Report

1. **Parking on Yard – 1265 Melrose Avenue.** My analysis of the rear yard parking at 1265 Melrose Avenue is set forth in a separate memorandum - attached. My conclusion is that parking in the rear yard at this address violates the City's Zoning Ordinance.
 - As noted below, the Zoning Commission will be considering amendments to the Zoning Ordinance to expand the authority of the Board of Adjustment to grant variances to the ordinance. If that authority is expanded (by the Council amending the Ordinance, presumably sometime in 2014), then the 1265 Melrose Avenue property owner may have the opportunity to request a variance.
 - Until the Zoning Commission makes recommendations and the Council takes action (assuming it does at some point), I cannot say for certain whether the rear yard parking at this address could be granted by variance.
 - At the Council's direction, during the pendency of my analysis, the property owner has been permitted to continue parking in the rear yard. I will ask the Council for further direction now that I have concluded that the parking violates the Zoning Ordinance unless and until a variance is requested and granted.
2. **Request for Zoning Code Amendment - WITHDRAWN.** The Zoning Commission met October 17, 2013, to discuss an application for a zoning code amendment to permit certain paving in the rear yard of Lot 115, University Heights First Addition. The Commission recommended against approval of the requested amendment. Notice of a public hearing to consider this code amendment request was published in the Press-Citizen; the hearing was scheduled for the November 12 Council meeting. Last week, the applicants (lot owners) withdrew the application, so there is no need for a public hearing on the issue and nothing further for the Council to consider or act upon.
3. **Expanding Authority to Grant Variances.** At its recent meeting, the Zoning Commission directed me to draft proposed amendments to the Zoning Ordinance that would expand the authority of the Board of Adjustment to grant variances.
 - The notion is to create a mechanism for the Board of Adjustment to take up such issues as placement of pavement and minimum yards, among others, without requiring a formal amendment to the Zoning Ordinance itself.
 - Proposed amendments have been drafted, but the Commission, at my suggestion, has decided not to hold further meetings on the issue until after the first of the year. Given that one Commission member, Sylvia Quezada, has been elected to the City Council, the

Commission thought the prudent course was to wait until a replacement is appointed so that Sylvia is not acting as part of both the body making recommendations (the Commission) and the body making decisions (the Council).

- Once the Commission meets, considers the proposed amendments, and makes recommendations, the issue of expanding the Board of Adjustment's authority to grant variances will come before the Council in the form of proposed amendments to the Zoning Ordinance. I do not expect that to occur before February 2014 at the earliest.
4. **Letter Regarding Portable Toilets.** I will prepare a letter that may be sent to property owners who may be in violation of the City's portable toilet ordinance. This close to the end of the football season, the issue may be moot for the year, but the letter may be considered/modified/used at the Council's discretion. I would suggest that the football season "post-mortem" committee review and comment on the letter for next year.
 5. **Leasing Parking Spaces.** My notes from October's meeting indicate that this issue was to be included as an agenda item for further Council discussion.
 6. **Agreement Permitting Pavers in Right-of-Way.** In accordance with the Council's direction at the October meeting, I have drafted an agreement permitting pavers to be placed by Paul Moore in the right-of-way in front of his building. The agreement is attached.
 7. **Snow Removal and Sanding Contract.** Certain details are still being discussed with the contractors who have submitted proposals for snow removal and sanding. My understanding is that discussions will continue and a contract will be considered at a special meeting for that purpose later in the month. The Council will not be considering Resolution No. 13-18 at the November meeting.
 8. **IDOT Title VI Non-Discrimination Documents.** As set forth more fully in Josiah Bilskemper's monthly report, IDOT requires the City to adopt a non-discrimination policy; to make certain non-discrimination assurances; and to enter into a non-discrimination agreement with IDOT. I am attaching three resolutions that you will consider at the November meeting:
 - No. 13-19 adopts the Title VI Non-Discrimination Assurances. The assurance document itself is also attached.
 - No. 13-20 adopts the Title VI Non-Discrimination Agreement and authorizes the Mayor to sign it.
 - No. 13-21 adopts a Title VI Non-Discrimination Policy.

9. **Lawn Care Along Emerald Street.** I am waiting to hear from representatives of the City of Iowa City concerning a meeting to discuss this issue. I will follow up and report when I have further information. Some complaints have been made to both the City of University Heights and the City of Iowa City concerning trimming of grass/weeds/vegetation along the Emerald Street right-of-way. This street is in Iowa City, but the abutting property owners live on Koser Avenue in University Heights.

10. **Josh Beeks – Training Reimbursement.** I have nothing new to report on this, but I will report back once I do.

MEMORANDUM

To: University Heights - 1265 Melrose Avenue File

From: Steven E. Ballard

Date: November 11, 2013

Re: Analysis of rear yard parking

Introduction

The owner of 1265 Melrose Avenue, Marvin Sims, Jr., parks cars in the rear yard of the property. Mr. Sims contends that such parking has occurred for many, many years - perhaps decades - and therefore should be permitted to continue. Mr. Sims also points to other properties in the City where vehicles are parked in yards and questions why his property is treated differently.

Zoning Ordinance Provisions - General

The University Heights Zoning ordinance clearly prohibits parking in rear yards. Ordinance 79(10)(D) ("All yards shall remain open space free of parking and driveways unless otherwise provided[.]"). The ordinance "provide[s]" that parking is allowed in certain portions of front yards. These provisions have been part of the Zoning Ordinance since its initial adoption in 1982.

More recently, the Zoning Ordinance was amended to permit parking in rear yards where pavement leads to a garage (2009 amendment) and in rear yards of properties with no front access (east side of Olive Court - 2013 amendment).

Grandfathering

The Zoning Ordinance also "grandfathers" certain property uses - meaning it allows some nonconforming uses to continue:

The lawful use of any building or land existing on the effective date of this ordinance [January 20, 1982] may continue although such use does not conform with the provisions of this ordinance, subject to the conditions contained herein.

Ordinance 79(16)(A). That clause is preceded by the statement that

[i]t is the intent of this ordinance to restrict and eventually eliminate non-conforming uses because they have been found to be incompatible with permitted uses in the zone involved.

Id. The ordinance then goes on to list circumstances where certain "grandfathered" uses would be permitted initially but might not be later if the "grandfathered" character of the use was lost. These circumstances include enlarging a nonconformity and rebuilding after a nonconforming building is destroyed by more than 50% of its value. Id. at 79(16)(D)(2-5).

Another limitation on grandfathering - and the one that applies here - says this:

Any non-conforming use of land or buildings which has ceased by discontinuance or abandonment for a period of three months shall thereafter conform to the provisions of this ordinance.

Id. at 79(16)(D)(6) (emphasis supplied).

Analysis

I reviewed the information provided by Mr. Sims: the cover page and a portion of one entry from the abstract of title to his property; and several photographs showing parking at other addresses. I personally visited each of the other addresses Mr. Sims cited. I viewed Johnson County historical GIS mapping. I also spoke with witnesses concerning the length of time parking in the rear yard at 1265 Melrose Avenue has continued and/or was discontinued.

Witnesses confirm that for certain long periods of time after 1982 - much longer than three months - parking did not occur in the rear yard at 1265 Melrose Avenue. As a consequence, even though such use might have been permitted as a "grandfathered" use from 1982 going forward, it was no longer permitted after it ceased for a three-month period. As a consequence, continued parking in the rear yard at this address violates the Zoning Ordinance.

Comparison to Other Properties

Mr. Sims has brought to the Council's and to my attention several other properties he believes may be in violation of the City's Zoning Ordinance and/or deserving of some consideration given the City's focus on the parking in the rear yard of his property. I personally visited each of these properties September 11 and September 24. I will summarize why I conclude that parking at each of these other properties does not violate the Zoning Ordinance.

10 Highland Drive

- There are two drives at this property. Both drives are in the front yard.
- The drives are gravel.
- The south drive extends back to the garage and flares to a concrete approach in front of the garage.
- The north drive is only in the front yard.
- The City zoning ordinance provides that gravel areas for required parking may exist if they make up no more than one-third of the required front yard if they were "in place and in use December 1, 2008". Ordinance 79(16) (D) (8).
- These drives were "in use and in place" December 1, 2008, and do not make up more than one-third of the required front yard.
- Thus, I do not believe this property violates City zoning ordinances.

136 Golfview Avenue

- I believe this property may be identified as 132 Golfview Avenue by Mr. Sims.
- There are two drives at this property. One is fairly new.
- This property is not in violation for these reasons:
 - The parking areas are in the front yard.
 - The parking areas are paved.
 - The parking areas constitute no more than one-third of the "required front yard".
 - The zoning ordinance provides that required parking may be located in a required front yard so long as it is paved and so long as it does

not take up more than one-third of the required front yard. Ordinance 79(10) (D) (1).

- There is no requirement in the zoning ordinance that the parking areas in the front yard be adjacent to one another.

1124 Melrose Avenue

- This property does not violate City's zoning ordinance because the back yard parking is concrete, it was "in place and in use December 1, 2008", and it leads to a garage that that faces the rear yard. Ordinance 79(16) (D) (9).

10 Koser Avenue

- The home at this property faces Koser Avenue; a parking pad and curb cut are situated off of Melrose Avenue, generally behind the home.
- The owners of this property sought and were granted a variance in 1997 to enlarge and pave an existing parking pad. Parking at this location was occurring at the time the ordinance was enacted, so the use was "grandfathered".
- The parking pad (even as it was proposed to be enlarged and paved) was not prohibited by the ordinance because it was situated outside of the required minimum rear and side yards.
- Nonetheless, the property owners sought and were granted a variance permitting them to enlarge and pave the existing parking area.

43 Highland Drive

- The driveway at this property is shared with 37 Highland Drive.
- The driveway and parking surface at this property was in existence when the Zoning Ordinance was adopted in 1982.
- As such, the parking is permitted as a "grandfathered" use.

50 Highland Drive

- The driveway and parking surface at this property was in existence when the Zoning Ordinance was adopted in 1982.

- In addition, the parking area is in the front yard of the property and does not make up more than one-third of the required front yard.
- As such, the parking does not violate the Zoning Ordinance.

100 and 108 Highland Drive

- The driveway and parking surface at these properties is shared.
- The driveway and parking surface at these properties was in existence when the Zoning Ordinance was adopted in 1982.
- As such, the parking is permitted as a "grandfathered" use.

135 Highland Drive

- The driveway and parking surface at this property is in the front yard of the property and does not make up more than one-third of the required front yard.
- As such, the parking does not violate the Zoning Ordinance.

121 Highland Drive

- This property does not violate City's zoning ordinance because the back yard parking is concrete, it was "in place and in use December 1, 2008", and it leads to a garage that that faces the rear yard. Ordinance 79(16)(D)(9).

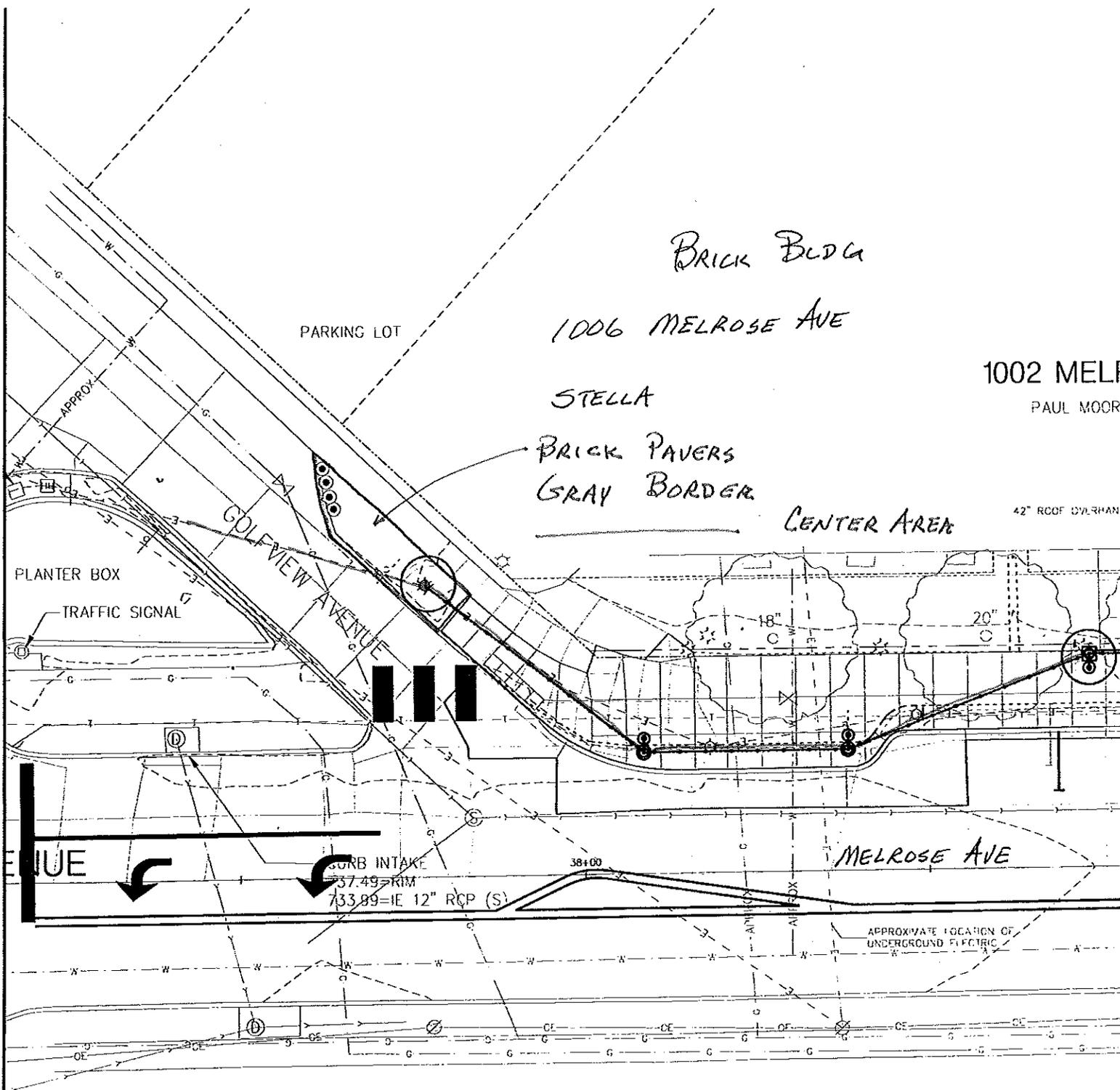
Conclusion

As noted above, I believe that parking in the rear yard of 1265 Melrose Avenue ceased and did not occur for at least three months. Thus, although the parking might have been a "grandfathered" use when the Zoning Ordinance was adopted in 1982, the parking lost its "grandfathered" status by the terms of the ordinance.

I previously asked Mr. Sims for any information he might have related to the "continuous" use of the rear yard as a parking area. I informed Mr. Sims that the "grandfathered" character of

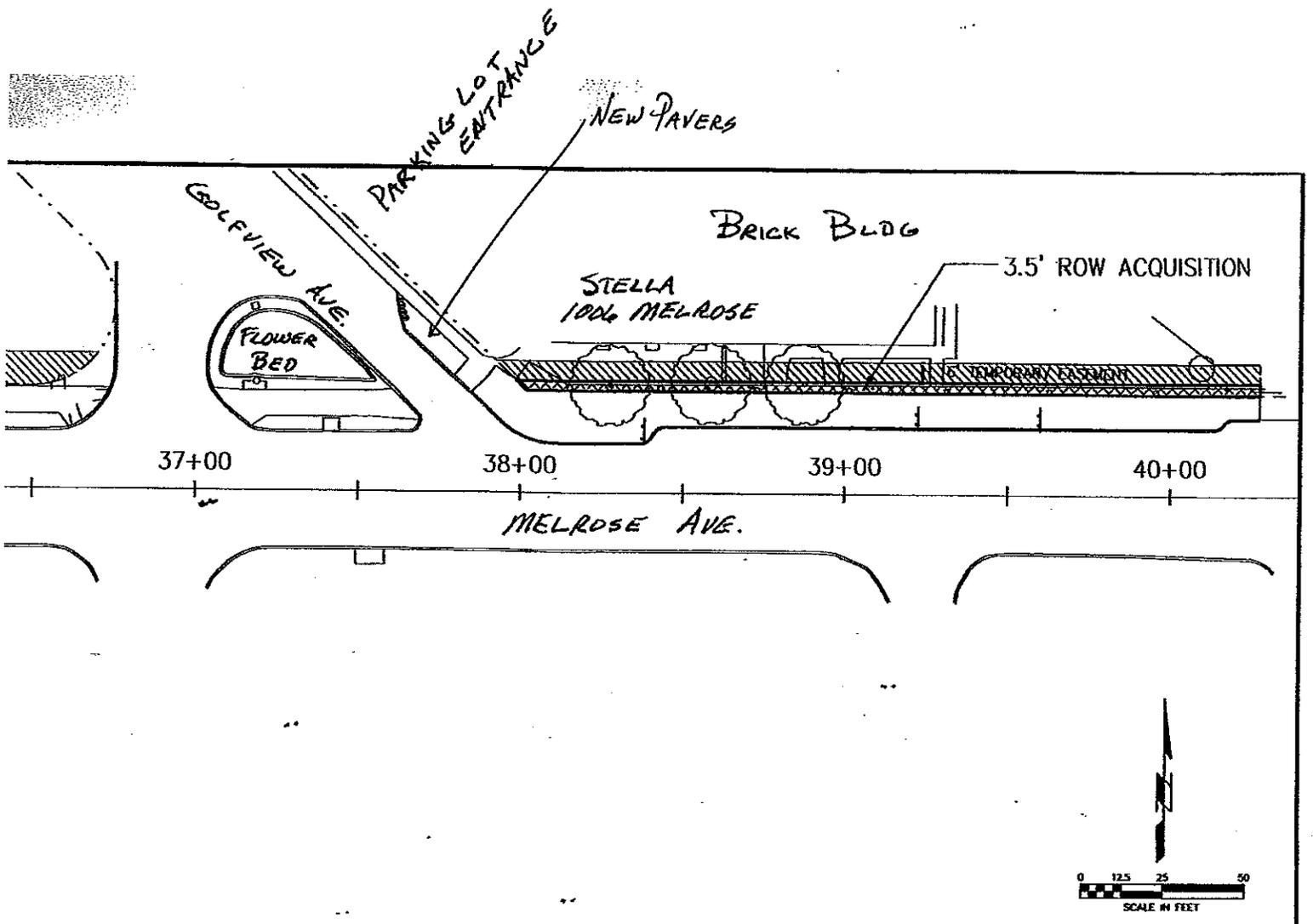
a particular use might be lost if the use ceased for three months. Mr. Sims provided information from the abstract of title to his property. That information - from a 1951 real estate contract - does not shed any light on the question whether parking was discontinued for a three-month period after 1982.

If Mr. Sims - or others - have information establishing that parking in the rear yard at 1265 Melrose Avenue did, in fact, occur continuously from 1982 forward, I would like to consider it because it might alter my conclusion. In the absence of such information, however, I believe that the parking in the rear yard violates the ordinance.

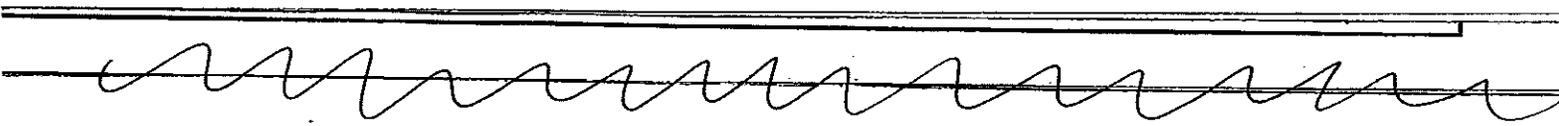


E — ELECTRIC UNDERGROUND
 NOT SURE AT WHAT DEPTH

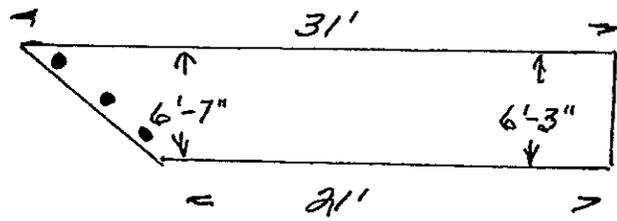
Paul J Moore
 cell 430-2308



HNSON COUNTY	PROJECT NUMBER	STP-E-7855(605)-8V-52	ROW ACQUISITION AND TEMPORARY EASEMENTS	STATE	FDVA	FISCAL	SHEET	TOTAL
				INDA	Region	YEAR	NO.	SHEETS
					87	2009	H-02	



• 3 NEW POSTS



GRAY BRICK BORDER

CITY OF UNIVERSITY HEIGHTS RIGHT OF WAY
 NOT TO SCALE
 NEW BRICK PAVER AREA

PAUL J. MOORE CELL 319-430-2308

**Agreement Concerning Placement
Of Pavers in City Right-Of-Way**

WHEREAS, the owners of 1000-1006 Melrose Avenue, Paul J. and Janet L. Moore, desire to place brick pavers in the City of University Heights right-of-way, in an area to the north of 1006 Melrose Avenue; and

WHEREAS, the owners previously placed similar pavers in the City right-of-way with no issues; and

WHEREAS, the placement of the requested pavers will improve the safety and stability of the owners' property and the City right-of-way for pedestrian and bicycle traffic,

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 PAUL J. MOORE AND JANET L. MOORE. AGREE AS FOLLOWS:

1. The Moores are permitted to place pavers in the City right-of-way in the approximate locations shown on the attached Exhibit "A".
2. The style, composition, and placement of the pavers will be subject to the review and approval of the University Heights City Engineer, Josiah Bilskemper.
3. The Moores shall be responsible for all costs associated with placement of the pavers.
4. The Moores shall be responsible for all future maintenance or repairs needed to the pavers.
- 5.

Agreed to at University Heights, Iowa, this 12th day of November, 2013.

Louse From, Mayor
City of University Heights, Iowa

Paul J. Moore

Christine Anderson, City Clerk
City of University Heights, Iowa

Janet L. Moore

Title VI Non-discrimination Policy Statement

The _____ City of University Heights, Iowa _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ City Clerk _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Louise A. From, Mayor

Printed Name and Title

November 12, 2013

Date

**City Clerk Report
November 2013**

- **Four building permits received since the last meeting:**
 - 1489 Grand Avenue – Room addition and detached garage**
 - 242 Highland Drive – Roof mount solar array**
 - 335 Koser Avenue – Single story addition**
 - 516 Mahaska Court – Kitchen remodel**
- **Updated building permit spreadsheet sent to council and mayor. No new updates to the rental permit spreadsheet.**

Norm's report:

Properties inspected for rental code compliance were;

**225 Koser Avenue
236 Koser Avenue
396 Koser Avenue
425 Koser Avenue**

Repairs were made while inspecting all but 236 Koser.

An over-occupancy complaint was investigated at 236 Highland Drive:

I met with the owner and inspected 236 Highland Drive on Nov. 1. Apparently both his sons used to live there but have since graduated and moved on. There are clearly only 2 bedrooms set up and in use, though one of the sons is good friends with the two current tenants and occasionally will sleep over on game day weekends. It looks like the two tenants really get into game day festivities, as they have a tarp strung on top of the perimeter fence, apparently so the neighbors won't have to view "party time."

So, there's no sign of over occupancy from my investigation. The owner states that he is very aware of the ordinance and he said he will again inform his tenants to keep the game day celebrations from getting too noisy. He thinks the complaint may have been generated from game day festivities.

**University Heights
Building Permits
January 1, 2013 - November 9, 2013**

Permit #	Building Address	Date Issued	Fee	Building Valuation	Description of Remodeling
BLD13-003	23 George Street	1/29/2013	\$374.40		Kitchen remodel (bldg., plumber, electrical and heating permits)
BLD13-004	1456 Grand Avenue	2/14/2013	\$398.53		Basement remodel (bldg., plumber, and electrical permits)
BLD13-006	23 Leamer Court	3/12/2013	\$451.50		Kitchen remodel, partial wall removal & update electrical
BLD13-007	307 Monroe Street	1/15/2013	\$573.02		Interior remodel (bldg., plumber, and electrical permits)
	1212 Melrose Avenue	4/23/2013	\$70.00		Plumbing and electrical permits for bathroom remodel
	322 Koser Avenue	3/25/2013	\$226.10	\$8,000.00	Converting screen porch to 3-season porch
BLD13-008	1517 Oakcrest Avenue	4/24/2013	\$79.50		15x20 uncovered wood deck
BLD13-009	1212 Melrose Avenue	4/24/2013	\$72.50		Bathroom remodel
	1212 Melrose Avenue	4/22/2013	\$35.00		Plumber permit for bathroom remodel
	1212 Melrose Avenue	4/22/2013	\$35.00		Electrician permit for bathroom remodel
BLD13-010	399 Mahaska Drive	5/27/2013	\$95.60		Install geo piers
	365 Koser Avenue	5/22/2013	\$35.00		Repair electrical services damaged by storm
BLD13-011	1455 Grand Avenue	7/1/2013	\$422.70		Remodel 2nd floor bath & playroom (bldg., plumber, and electrical permits)
BLD13-012	600 Koser Avenue	7/8/2012	\$2,205.15		Partial re-roof at Horn School
BLD13-013	100 Sunset Street	7/8/2013	\$95.60		Basement repair
	300 Golfview Avenue	7/8/2013	\$35.00		Electrical permit
BLD13-014	241 Koser Avenue	8/6/2013	\$374.40		Kitchen remodel (bldg., plumber, electrical and mechanical permits)
BLD13-015	24 Olive Court	8/12/2013	\$160.00		Window replacement
BLD13-016	212 Golfview Avenue	8/12/2013	\$406.00		Basement remodel (bldg., plumber and electrical permits)
	302 Mahaska Court (per Terry Goerd)	8/6/2013	\$50.00		Electrical permit
	207 Monroe Street	9/9/2013	\$50.00		Mechanical permit - installation of gas fireplace

BLD13-017	516 Mahaska Court	8/12/2013	\$34.40	\$1,670.00	Kitchen remodel
BLD13-018	208 Highland Avenue	9/9/2013	\$44.50		Egress window
BLD13-019	335 Koser Avenue	9/23/2013	\$1,226.14	\$96,550.00	Single story addition (bldg., plumber, electrical and mechanical permits)
BLD13-019	1489 Grand Avenue	10/18/2013	\$1,968.75	\$260,000.00	Room addition & detached garage (bldg., plumber, electrical, mechanical & hea
BLD13-021	242 Highland Drive	10/17/2013	\$332.70		Roof mount solar array
Total			<u>\$9,851.49</u>	<u>\$366,220.00</u>	

Treasurer's Report

October 2013

Our total revenue for the month of October was \$238,981.40 comprised of the following amounts:

Property Taxes	\$216,320.22
Parking fines	\$ 585.00
Traffic Fines from Clerk of Court	\$ 8,957.94
Interest on bank accounts	\$ 98.39
Road Use Funds	\$ 11,123.71
Building permits	\$ 1,251.14
Parking permits	\$ 100.00
Farmers Market Stall Fees	\$ 75.00
Refund from City of IC-release of hydrant escrows	\$ 470.00

Balances in the bank accounts as of 10/31/13:

MidwestOne Bank Checking Account	\$420,034.13
Hills Bank Money Market Account	\$ 1,039.67
Forfeiture Fund	\$ 2,302.98
Acct at Hills Bank w/CD funds	\$ 22,821.20
CD at UICCU (due 5/25/14)	\$ 51,040.61
CD at UICCU (due 2/28/14)	\$ 42,537.45
CD at UICCU (due 2/22/14)	\$ 75,597.04
CD at UICCU (due 9/8/14)	\$ 51,048.75

I didn't get the September bank statements for the CD accounts at UICCU until after the October meeting, so there is also an additional \$886.64 in interest that was paid in September that is reflected on all of the reports since they are all cumulative.

City of University Heights, Iowa
Warrants for Council Approval
 October 9 through November 12, 2013

Date	Name	Memo	Amount
Oct 9 - Nov 12, 13			
10/11/2013	City of Iowa City	City Hall water/sewer automatic payment	-14.96
10/15/2013	Fort, Matthew A		-1,901.36
10/15/2013	Fort, Ronald R		-2,205.74
10/15/2013	Petersen, Nathan A		-46.18
10/15/2013	Stenda, Jeremy P		-1,755.93
10/15/2013	Tucker, Darryl		-1,258.67
10/15/2013	Plate, Harold,		-219.06
10/15/2013	Internal Revenue Service	42-1109342	-3,238.70
10/22/2013	MidAmerican Energy	pedestrian lights at 113 Golfview	-29.98
10/22/2013	MidAmerican Energy	1301 Melrose stop light	-34.88
10/24/2013	MidAmerican Energy	street lights	-675.06
10/25/2013	MidAmerican Energy	City Hall electricity	-94.63
10/26/2013	MidAmerican Energy	1011 Melrose stop light	-36.02
10/30/2013	Anderson, Christine M.		-318.17
10/30/2013	Fort, Matthew A		-1,581.62
10/30/2013	Fort, Ronald R		-1,759.21
10/30/2013	Stenda, Jeremy P		-1,387.34
10/30/2013	Tucker, Darryl		-1,327.03
10/30/2013	Plate, Harold,		-219.06
10/30/2013	Kimura, Lori D.		-258.34
10/30/2013	Wellmark BC/BS	monthly insurance payment	-640.39
10/31/2013	Internal Revenue Service	42-1109342	-2,743.42
10/31/2013	IOWA PUBLIC EMPLOYEES ...		-188.19
10/31/2013	IOWA PUBLIC EMPLOYEES ...		-3,320.36
11/1/2013	Paul J. Moore, Melrose Aven...	City Hall Rent	-867.00
11/1/2013	Verizon Wireless	monthly wire service/cell phone for police car a...	-115.69
11/8/2013	City of Iowa City	City Hall water/sewer automatic payment	-39.03
11/12/2013	Breese Plumbing & Heating	winterize park drinking fountain	-112.63
11/12/2013	CenturyLink	monthly telephone service	-155.63
11/12/2013	Norm Cate	inspection services for October	-350.00
11/12/2013	Terry Goerdt	inspection services for October	-945.00
11/12/2013	SEATS	Seats Payment	-703.66
11/12/2013	Paul J. Moore, Melrose Aven...	Garage rent	-35.00
11/12/2013	Internet Navigator	monthly fee for city website/email service	-24.95
11/12/2013	City of Iowa City	bus, animal shelter, fuel for police vehicles, par...	-4,039.70
11/12/2013	Eastern Iowa Community Coll...	training class for Badami & Sherman	-260.00
11/12/2013	Hollywood Graphics	new decals for unit #2 police car	-575.00
11/12/2013	Iowa City Press-Citizen	September publications	-207.90
11/12/2013	Iowa Law Enforcement Acade...	MMPI-2 eval for Lippold	-140.00
11/12/2013	Johnson County Refuse, Inc.	October recycling	-1,738.50
11/12/2013	Kieck's Career Apparel	Uniform clothes/belt/badge holder for Lippold	-134.45
11/12/2013	Haverkamp, Michael J	reimbursement for Horn meeting fee	-35.00
11/12/2013	Mediacom	online service 11/3/13-12/2/13	-109.95
11/12/2013	Shive Hattery	engineering services 9/28/13-11/1/13	-5,333.50
11/12/2013	Stanard & Associates, Inc.	ILEA required post tests-Lippold	-26.00
11/12/2013	Sunset Law Enforcement	ammunition	-68.52
11/12/2013	Ultramax	ammo for practice	-833.00
11/12/2013	University of Iowa EMSLRC	CPR healthcare provider cards	-42.00
11/12/2013	University Lake Suites	Woodside Dr garage rental Oct-Nov-Dec 2013	-600.00
11/12/2013	VISA	culligan/2 notary renewals	-80.48
11/12/2013	Westport Touchless Autowash	September vehicle washes	-60.00

Oct 9 - Nov 12, 13

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff
FROM: Josiah Bilskemper, P.E.
DATE: November 11, 2013
RE: City Engineer's Report

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

- a. Scheduled watering for the new sod and trees were completed through November 1st in accordance with the DOT specifications.
- b. Reimbursement Request #6 (\$18,297.30) was submitted on November 6th.
- c. The Iowa DOT staff completed their project walk-thru on November 6th, and conducted their audit of the project paperwork with the consultant later that day. There were no issues identified during the walk-thru, and the audit also went well. There are a number of project close-out forms that will need to be prepared by the consultant and the contractor, and then submitted to the DOT before they will issue a statement of final completion, and release retainage.
- d. There should be one final pay application submitted by the contractor once they get all of their forms together and submitted.

(2) Sunset Street Tree Master Plan - Update

- a. The Shademaster Honeylocust near Oakcrest is to be relocated to the right-of-way near Koser Avenue. We talked with the resident adjacent to this location on several occasions and reached agreement that transferring the tree to that spot would work out. The DOT approved this tree relocation on October 28, and the request to move the tree was sent to the contractor that day.
- b. The landscape contractor was not going to be able to procure the desired replacement tree (China Snow Peking Lilac) yet this year; it will have to be ordered for planting next spring. The landscape contractor has been directed to restore the ground with sod for the time being. The new tree will need to be ordered and installed separate from the wide sidewalk contract.
- c. *We are waiting for confirmation from the landscape contractor associated with the DOT sidewalk project (Country Landscapes) regarding whether they would be able to procure any additional numbers of the trees species in the master plan for planting yet this fall, or whether they would be unable to have them available until next spring. (October Mtg.)*
- d. *When the availability of additional trees is confirmed, Brennan and I will meet with three residents to discuss potential for having recommended future trees planted. (October Mtg.)*



(3) Traffic Signs

- a. An updated sign order was sent to IPI for school zone signs along with additional “No Parking” signs to meet the \$750 sign order. Revised pricing was sent back at \$767.70. The order will include the following types of “No Parking” signs:
 - i. “No Parking Any Time” Qty. = 8
 - ii. “No Parking 2AM – 9AM” Qty. = 9
 - iii. “No Parking 2AM – 6AM” Qty. = 10
 - iv. “1 Hour Parking 8AM – 5PM” Qty. = 10
 - v. “No Parking Here to Corner” Qty. = 2
 - vi. “No Parking This Spot Only” Qty. = 1
- b. These signs will be ordered this week.
- c. *Orders of \$750 are eligible for free shipping. If the council wants signs ordered and installed, additional signs could be added to the order to reach the \$750 threshold and eliminate the 10% shipping charge. It has been noted that there are quite a few “No Parking” signs around town that are faded. These signs are \$8.60/each. (October Mtg.)*

(4) Snow and Sand Contract

- a. A request for quotes and qualifications was sent out to six interested contractors on October 24th. We received two submittals on November 7th, and sent the submittals and bid summary to the Mayor, Clerk, and Streets and Sidewalk Chair for review.
- b. There is a meeting scheduled for Wednesday morning (November 13) to meet with one of the contractors to review their submitted quotes, references, and equipment list.
- c. The stated intent of the city is to award the contract on or before the regular December council meeting. A special meeting will need to be held to take action on the contract before that time.
- d. *Council will next need to consider their preferred method to select a contractor from the list of interested candidates. Similar tasks have sometimes been handled by committee of council members and staff. We are available to meet as needed. (October Mtg.)*

(5) Title VI Program

- a. The city received notification from Iowa DOT on October 10th that a “Title VI compliance review” will be conducted. This includes submitting Title VI documentation, and an Iowa DOT representative scheduling an on-site visit to review the city’s compliance. As a recipient of federal funding allocated through Iowa DOT, the city is required to have Title VI documentation in place.
- b. As a condition of receiving federal financial assistance from the Federal Highway Administration, the Iowa Department of Transportation (IDOT) is required to establish and implement a Title VI program that ensures nondiscrimination in its programs, services and activities. IDOT carries out the mission of the federal aid programs and must comply with all nondiscriminatory and equal opportunity statutes, regulations, and executive orders that apply to the distribution of federal funds. Additionally, recipients and sub-recipients receiving federal funds must adhere to the regulations set out by 23

CFR and 49 CFR, which are the regulations for Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

- c. The following two documents are what the city needs to have in place. As you can see, the format for these documents has been already been prescribed by Iowa DOT, with a fill-in-the-blank format:
 - i. Standard DOT Title VI Assurances
 - ii. Title VI Non-Discrimination Agreement
- d. Copies of these documents are attached, and resolutions for adoption will be considered at the November 12th council meeting.
- e. The other item related to the Non-Discrimination Agreement (Part III – Implementation Procedures) is a requirement that the city shall issue a policy statement which expresses its commitment to the nondiscrimination provisions of Title VI. I anticipate that Steve Ballard will be providing a resolution outlining the particulars of this policy statement.

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

JDB

Standard DOT Title VI Assurances

The City of University Heights, Iowa (hereinafter referred to as the "Recipient") HEREBY AGREES THAT AS a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d 42 U.S.C. 2000d 4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), Title VII of the Civil Rights Act 1964, the Federal Aid Highway Act of 1973, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Acts of 1975, Civil Rights Restoration Act of 1987, Americans With Disabilities Act of 1990 (ADA), Executive Order 12898 – Environmental Justice (hereinafter referred to as "EJ"), Executive Order 13166 – Limited English Proficiency (hereinafter referred to as "LEP") and other pertinent directives, to the end that in accordance with the Act, Regulations, Executive Orders and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations, (2) Copy of which is attached.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Aid Highway Program;

1. That the Recipient agrees that each "program "and each "facility" as defined in subsections 21. 23 (e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and, in adapted form in all proposals for negotiated agreements.

"The City of University Heights, Iowa in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d 2000d 4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,

Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.”

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and Regulations.
4. That the clauses of Appendix B of this assurance shall be included as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or and interest in real property, the assurance shall extend to right to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is the form, of, personal property, or real property or interest therein or structures or improvements thereon in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal-Aid Highway Program and is binding on it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED _____

By: _____

Printed Name and Title

Attachments
Appendices A, B, and C

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the _____ City of University Heights, Iowa _____, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the _____ City of University Heights, Iowa _____, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the _____ City of University Heights, Iowa _____ shall impose such contract sanctions as it, the Iowa

Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of University Heights, Iowa, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of University Heights, Iowa or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of University Heights, Iowa or the Iowa Department of Transportation; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

“NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the City of University Heights, Iowa will accept title to the lands and maintain the project constructed thereon, in accordance with title 23, United States Code, the Regulations for the Administration of the Federal-Aid Program and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d 4), does hereby remise, release, quitclaim and convey unto the City of University Heights, Iowa all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.”

HABENDUM CLAUSE

“TO HAVE AND TO HOLD said lands and interests therein unto Name of Recipient and its successors forever, subject, however, to the covenants, conditions restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City of University Heights, Iowa , its successors and assigns.”

“The City of University Heights, Iowa , in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [,] [and]* (2) that the City of University Heights, Iowa shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and

as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction.”*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Recipient, pursuant to the provisions of Assurance 7(a).

“The (grantee, license, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases and "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.,) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.”

Include in licenses, leases, permits, etc.*

“That in the event of breach of any of the above nondiscrimination covenants, the _____ City of University Heights, Iowa _____ shall have the right to terminate the (license, lease, permit, etc.) and to re enter the repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.”

Include in deeds*

“That in the event of breach of any of the above nondiscrimination covenants, the _____ City of University Heights, Iowa _____ shall have the right to re enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa and its assigns.”

The following shall be included in all deeds, licenses, leases, permits or similar agreements entered into by the Recipient, pursuant to the provisions of Assurance 7(b).

“The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2)that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color,

national origins, sex, age, or disability, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation _ Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.”

Include in licenses, leases, permits, etc.*

“That in the event of breach of any of the above nondiscrimination covenants, the _____ City of University Heights, Iowa _____ shall have the right to terminate the (license, lease, permittee, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.”

Include in deeds*

“That in the event of breach of any of the above nondiscrimination covenants, the _____ City of University Heights, Iowa _____ shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa, and its assigns.”

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
City of University Heights, Iowa

Agency Information

Name and title of administrative head:

Name: Ms. Louise From Title: Mayor

Address: 1004 Melrose Avenue

City: University Heights State: IA ZIP Code: 52246 County: Johnson

Phone/FAX: (319) 354-1433 Email: louise-from@university-heights.org

Name and title of designated Title VI coordinator:

Name: Mr. Steve Ballard Title: City Attorney (Leff Law Firm, L.L.P.)

Address: 222 South Linn Street

City: Iowa City State: IA ZIP Code: 52224 County: Johnson

Phone/FAX: (319) 338-7551 Email: ballard@lefflaw.com

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, City of University Heights, Iowa has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@dot.iowa.gov

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

City of University Heights, Iowa

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Title VI Non-discrimination Policy Statement

The _____ City of University Heights, Iowa _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*.; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ Title VI Coordinator _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Printed Name and Title

Date

RESOLUTION NO. 13-19

**RESOLUTION ADOPTING STANDARD IDOT
TITLE VI ASSURANCES (FORM 131023 (07-12))**

RESOLVED that the City of University Heights, Iowa, hereby adopts the Standard DOT Title VI Assurances (Form 131023) attached hereto as Exhibit "A", and hereby authorizes the Mayor to sign the Standard Assurances document and the Clerk to file it with the Iowa Department of Transportation.

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 November, 2013.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

RESOLUTION NO. 13-20

**RESOLUTION ADOPTING AND AUTHORIZING THE MAYOR
TO SIGN THE IDOT TITLE VI NON-DISCRIMINATION
AGREEMENT (FORM 131024 (07-12))**

RESOLVED that the City of University Heights, Iowa, hereby adopts the IDOT Title VI Non-Discrimination Agreement (Form 131024) attached hereto as Exhibit "A", and hereby authorizes the Mayor to sign the Agreement and the Clerk to file it with the Iowa Department of Transportation.

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 November, 2013.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

RESOLUTION NO. 13-21

**RESOLUTION ADOPTING TITLE VI
NON-DISCRIMINATION POLICY STATEMENT**

RESOLVED that the City of University Heights, Iowa, hereby adopts the Title VI Non-Discrimination Policy Statement attached hereto as Exhibit "A", and hereby authorizes the Mayor to sign the Statement and the Clerk to file it with the Iowa Department of Transportation.

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 November, 2013.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

University Heights November 2013 eGovernment Report

U-H Website Updates/Statistics October 1- 31, 2013

- **October 27, 2013**
 - City Council Special Meeting Oct. 28th
- **October 20, 2013**
 - LEAF VACUUM Nov. 7th
 - LEAF BAG PICK UP Nov. 21st
- **October 19, 2013**
 - City Council Candidate Forum DVD's available
- **October 17, 2013**
 - City Council Candidate Forum webcast
- **October 11, 2013**
 - October 17 Zoning Commission Meeting
- **October 10, 2013**
 - October 8 council meeting webcast
- **October 9, 2013**
 - Candidate Forum questions
 - November 3rd Tippie Leaf Raking
- **October 7, 2013**
 - October 8 council meeting agenda & attachments
 - September 10, 2013 council meeting minutes
 - Focus Group Meeting report from MPOjc
- **October 4, 2013**
 - October eGovernment report
 - Trunk or Treat October 27th
- **October 2, 2013**
 - City Council Candidate Forum
 - Financial History Information

Monthly Statistics from Stat Counter

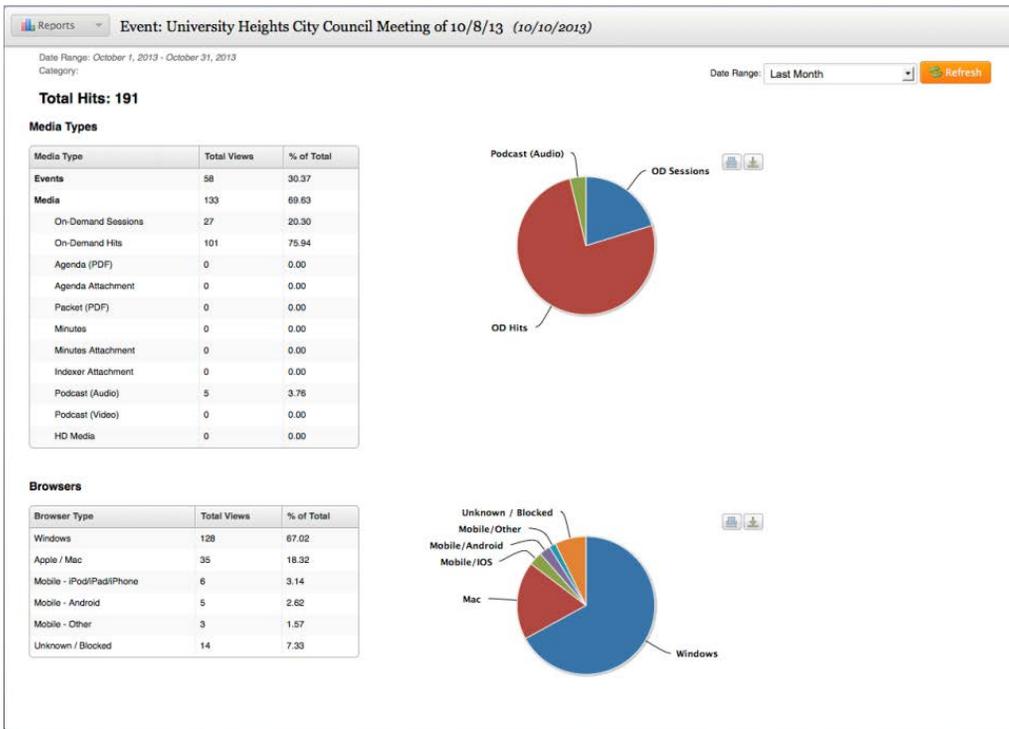
Page Loads	Unique Visits	1 st Time Visits	Returning Visits	
1,887	1,281	848	433	Total
61	41	27	14	Average

Monthly Statistics from Webalyzer

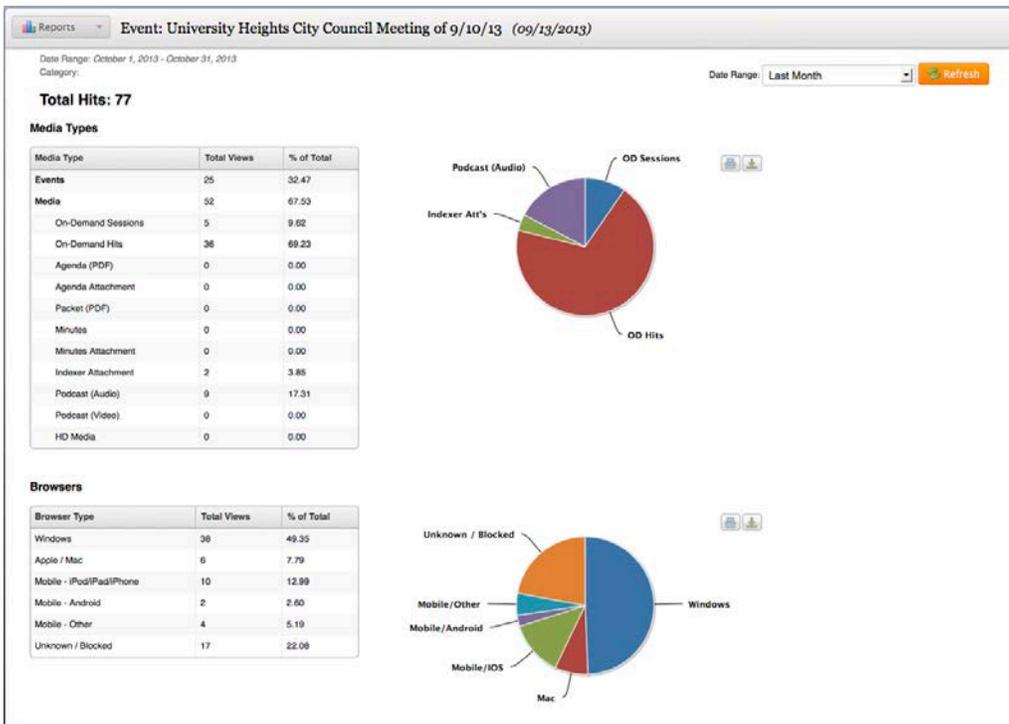
Total Hits	46321
Total Files	21559
Total Pages	9264
Total Visits	5686
Total KBytes	6994590
Total Unique Sites	2866
Total Unique URLs	1373
Total Unique Referrers	546
Total Unique User Agents	831
Average Visits Per Day	249

University Heights City Council Meeting Webcasts

Viewing Statistics From EarthChannel

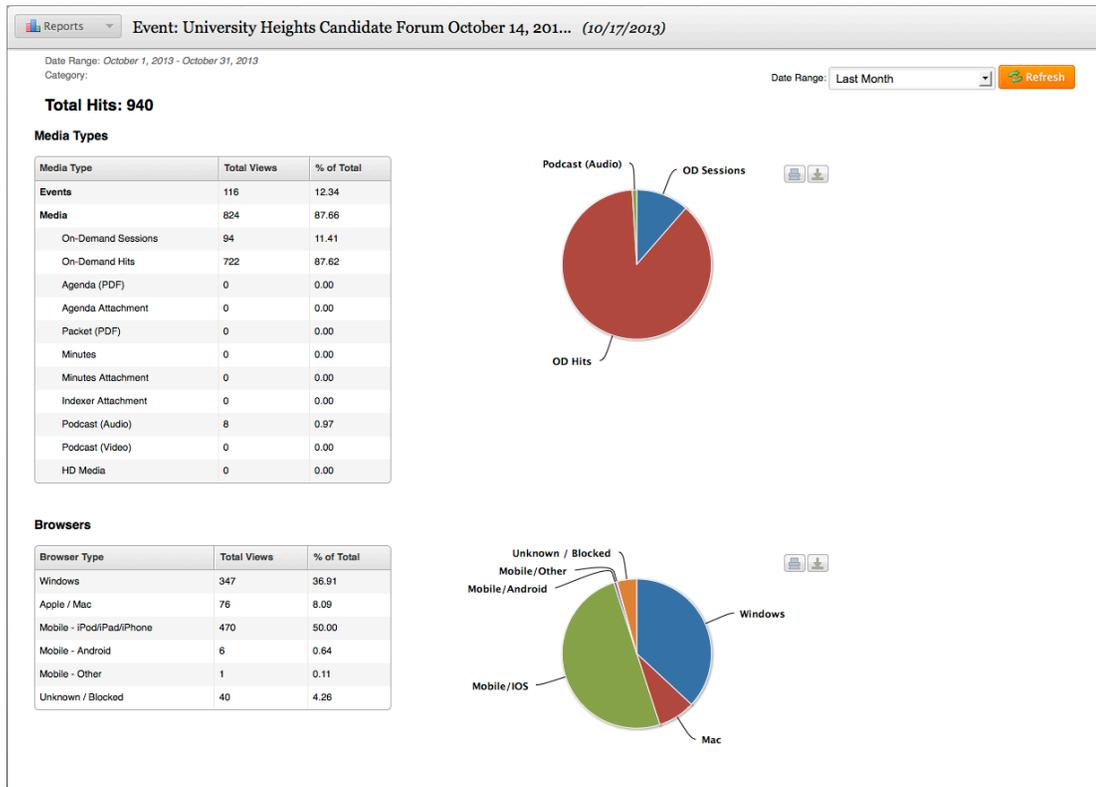


October Council Meeting statistics from 10/10/13 to 10/31/13



September Council Meeting statistics from 9/10/13 to 10/31/13

City Council Candidate Forum statistics from 10/17/13 to 10/31/13



Community Focus Group Meeting statistics from 9/26/13 to 10/31/13

