

**7:00pm PUBLIC HEARING to consider the PUD plan application of Jeff Maxwell concerning “One University Place”, a proposed redevelopment of real property presently owned by St. Andrew Presbyterian Church, as well as property immediately to the east of the church.**

# AGENDA

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

*Tuesday, June 10, 2014*

**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 May 13, 2014	Louise From
7:00	Call to Order <b>Public Hearing</b> Public comments on <a href="#">PUD plan</a>	Public
	Return to Regular Meeting Discussion of Jeff Maxwell's "One University Place" Plan Unit Development and <a href="#">staff reports</a> .  -Consideration of Motion to accept <a href="#">Zadok Nampala's resignation</a> , effective June 30, 2014.  Discussion of City Council's options to fill vacancy created by Zadok Nampala's resignation.	Steve Ballard
	<u>Administration</u>  -Mayor  -City Attorney	
	<a href="#">Mayor's Report</a> -2014 Farmers Market report	Louise From
	<a href="#">Legal Report</a> -Consideration of Resolution <a href="#">No. 14-15</a> authorizing the Mayor to sign and the Clerk to attest the <a href="#">FY2015 28E agreement</a> between the City of University Heights and Johnson County for the Provision of Paratransit (SEATS) Services in University Heights for FY2015 at a rate of \$8,443.92. -Consideration of <a href="#">Resolution No. 14-16</a> authorizing the Mayor to sign and the Clerk to attest the <a href="#">FY2015 Agreement</a> between the City of University Heights and the City of Iowa City for the Provision of Transit Services in University Heights at a rate of	Steve Ballard

Time	Topic	Owner
	\$35,522.00. -Consideration of <a href="#">Resolution No. 14-17</a> authorizing Certain Trees to be Planted in City Right-of-Way at 230 Koser Avenue. -Consideration of <a href="#">Resolution No. 14-14</a> authorizing the Mayor to sign and the Clerk to attest a renewal of the <a href="#">City Office Lease</a> with Paul and Janet Moore.	
-City Clerk		
<b><u>Public Input</u></b>	<b><u>City Clerk Report</u></b>	Chris Anderson
	Public Comments	Public
<u>Committee Reports:</u>		
<u>Finance</u>	Committee Report	Jim Lane
	<b><u>Treasurer's Report/ Payment of Bills</u></b>	Lori Kimura
<u>Community Protection</u>	<b><u>Committee Report</u></b> -Discussion of Police Chief Ron Fort's intention to retire in September and process for seeking Police Chief applicants.	M. Haverkamp/Z. Nampala Steve Ballard
	Police Chief Report	Ron Fort
<u>Streets and Sidewalks</u>	<b><u>Committee Report</u></b> Community Relations Report -Recap of past months community events	Virginia Miller
	<b><u>Engineer Report</u></b>	Josiah Bilskemper
<u>Building, Zoning &amp; Sanitation</u>	<b><u>Committee Report</u></b> -Consideration of <a href="#">Resolution No. 14-18</a> authorizing the Mayor to sign and the Clerk to attest an agreement with Johnson Country Refuse for refuse and recycling services for 2014-2019.	Silvia Quezada
<u>e-Government</u>	<b><u>Committee Report</u></b>	Mike Haverkamp
Announcements		Anyone
9:00 Adjournment		Louise From

**Next Regular Council Meeting: Tuesday, July 8<sup>th</sup>, 2014- Location to be announced.**

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\_\_\_\_\_  
MICHAEL J. HARRIS\*  
\*Also admitted in Illinois

May 31, 2014  
(via email only)

Mayor, Council Members,  
and Staff  
CITY OF UNIVERSITY HEIGHTS, IOWA

**Re: One University Place -  
PUD Application**

Ladies and Gentlemen:

I am writing with respect to the Multiple-Family Commercial PUD application submitted by Jeff Maxwell May 8, 2014. The University Heights City Council set a public hearing on the application for 7:00 p.m. June 10, 2014, pending timely receipt of reports on the application from City staff. Nearly all of those reports have been received, and I am transmitting them to you by email, along with this letter.

Specifically, I am sending the following reports:

- **Coralville Fire Department** - letter from Chief Dave Stannard dated May 23, 2014
- **University Heights Police Department** - letter from Chief Ron Fort dated May 24, 2014
- **City Engineer** - memorandum from Josiah Bilskemper dated May 30, 2014 (this memo also includes comments from the City of Iowa City Public Works Department regarding water and sewer service)
- **MPO-JC** - staff report from Kent Ralston and Darian Nagle-Gamm dated May 30, 2014

City of University Heights

May 31, 2014

Re: One University Place

Page 2

- City Housing and Building Officials - email from Norm Cate and Terry Goerdt dated May 30, 2014

At the time I am dictating this letter (May 30), I have yet to receive anything from the following entities, but reports have been requested, and I expect them to be forthcoming:

- City of Iowa City Transit Services
- MidAmerican Energy
- Mediacom

Moreover, I am including a "Supplement to the Multi-Family Commercial PUD Application of Jeff Maxwell" that I received from his lawyer, Tom Gelman. This document was provided as part of the PUD Application. It addresses certain PUD submittal requirements set forth in the City's Zoning Ordinance.

The informal City committee comprising Jim Lane, Silvia Quezada, MPO-JC representatives Kent Ralston and Darian Nagle-Gamm, and me as City Attorney will meet again June 3 with Mr. Maxwell and his representatives. I will send you a legal report regarding the PUD Application after that meeting.

In my opinion, sufficient staff and other reports have been received for the City Council to go ahead with the public hearing scheduled for June 10. That decision is, of course, for the Council to make.

Please call or email me if you have questions concerning this matter.

Very truly yours,

LEFF LAW FIRM, L.L.P.

  
Steven E. Ballard

SEB:jmd

cc: Mr. Kevin Monson

Mr. Thomas H. Gelman

jmd/SEB/UHts/1trMayorandCouncilrePUD 053114

## MEMORANDUM

TO: Mayor and Council,  
City of University Heights

FROM: Steve Ballard

Date: June 8, 2014

**Re: Legal Report on PUD Plan Application**

**I. Introduction**

- a. City received Multiple-Family Commercial PUD Development Plan Application from Jeff Maxwell May 8, 2014
  - i. Drawings were submitted by the project architect, Neumann Monson Architect
  - ii. A “Supplement” was submitted by Mr. Maxwell’s lawyer, Tom Gelman
- b. Various reports from City staff and service providers have been solicited and received
- c. Public hearing on the PUD Plan Application is scheduled for 7:00 p.m. June 10, 2014
- d. The property owners – St. Andrew Presbyterian Church and Jeff Maxwell – have given their consent to the PUD Plan Application
- e. PUD Procedure – requirements for project to move forward
  - i. City must approve PUD Plan Application
  - ii. City and developer must enter into Development Agreement
  - iii. Process may take as long as needed for discussion, negotiation, and completion of City’s consideration of Plan Application and Development Agreement
- f. This memorandum provides legal comment on the PUD Plan Application and recommendations for Council’s review process

**II. Specific Zoning Considerations**

- a. General
  - i. City Zoning Ordinance (No. 79) permits development of the property as a “Multiple-Family Commercial PUD”

- ii. The amendment creating the PUD at the St. Andrew property is Ordinance No. 180, found here: <http://www.university-heights.org/ord/ord180.pdf>
- iii. The entire Zoning Ordinance, as amended, is found here: <http://www.university-heights.org/ord/ord079amend.pdf>

b. Current PUD Plan Application

i. Height

- 1. The application shows the height of the rear building to be 76', which is the maximum permitted by the ordinance (No. 79(13)(B)(5))
- 2. The application shows certain appurtenances (an elevator over-run; a storage area; trellis structures) exceeding the 76'-height limitation
- 3. The ordinance measures height from the adjacent street to the "highest point of the roof or coping" (No. 79(7))
- 4. The ordinance excludes "[r]adio or TV towers, spires, steeples, and chimneys" from the height measurement (No. 79(7))
- 5. The rear building as shown in the PUD Plan Application does not clearly meet the height restriction of the ordinance
- 6. If Council desires to move toward approval of the PUD Plan Application as submitted, my advice is to amend the Zoning Ordinance to accommodate the height of the rear building as depicted

ii. Commercial Space

- 1. The ordinance permits a maximum of 20,000 square feet of commercial space
- 2. The application shows approximately 19,702 square feet of commercial space in the front building
- 3. It also shows an additional 2,163 square feet of "community space", also in the front building
- 4. "Community space" is not a phrase used in the ordinance
- 5. The front building as shown in the PUD Plan Application does not clearly meet the commercial space restriction of the ordinance
- 6. If Council desires to move toward approval of the PUD Plan Application as submitted, my advice is to amend the Zoning Ordinance to accommodate the "commercial space" and "public space" areas as depicted

- c. Zoning Ordinance Amendment
  - i. If Council desires to amend the Zoning Ordinance, then Council may call upon the Zoning Commission to consider and make recommendations concerning the amendment
  - ii. Alternatively, Council may take the amendment up on its own, without involving the Zoning Commission
  - iii. Council has the discretion take either approach, and Council has used both approaches in the past
  - iv. Whether or not Council involves the Zoning Commission, a public hearing on any proposed rezoning must be held, preceded by published notice

**III. Development Agreement**

- a. City and developer representatives have met three different times to discuss and review a Development Agreement
- b. The personnel involved in these meetings is as follows
  - i. City
    - 1. Council Member Lane
    - 2. Council Member Quezada
    - 3. MPO-JC Staff
      - a. Kent Ralston
      - b. Darian Nagle-Gamm
    - 4. Steve Ballard
  - ii. Developer
    - 1. Jeff Maxwell
    - 2. Kevin Monson
    - 3. Tom Gelman
- c. A “working draft” version of the Development Agreement that has emerged from these discussions is attached to the email transmitting this memorandum
- d. Council is free to make comment and recommendations and to request changes to this document

**IV. Recommended Review Procedure**

- a. Application has been received, circulated, and made available for review, inspection, and comment
- b. Public hearing will be held June 10, 2014
- c. Reports from City staff and service providers have been solicited and received (Mediacom and Iowa City Transit have not provided input – Steve Ballard will follow up)
- d. Council Action after Public Hearing

- i. Council requests additional information, changes, clarifications, etc.
  - 1. Council directs staff to provide further input on specific issues Council would like to consider or have addressed
  - 2. Council directs staff to obtain additional information from developer
  - 3. Staff and developer work on technical issues raised at public hearing at Council's direction
- ii. Further staff reports are provided, at Council's direction
- iii. Council schedules one or more work sessions and/or special meetings to continue review and consideration of PUD Plan Application
- iv. Process of discussions with developer, reports to Council from staff, etc., will continue until Council is ready to vote on PUD Plan Application
  - 1. Council – on its own or through staff – will direct desired changes to proposal
  - 2. Multiple iterations of application could be created based upon Council direction
- v. Council votes on PUD Plan Application and Development Agreement
  - 1. Council may vote to approve the application
  - 2. Council may vote to deny the application
  - 3. Council may vote to approve the application on condition (*i.e.*, indicate that approval is contingent upon performance of certain requirements or the occurrence of specified things)
- vi. Zoning Ordinance establishes no time limit for Council's consideration
- vii. Only one vote (not three readings) is required
- viii. Simple majority vote is required

**V. Financing**

- a. Assuming the developer asks the City to be involved in financing, consideration of that request will be integrated into the PUD Plan Application review process
- b. The City has contacted with National Development Council to assist and consult concerning any funding request from the developer
- c. The timeline for approving and implementing certain financing vehicles is subject to restrictions prescribed by Iowa law

**VI. Conclusion**

- a. Council should proceed with the public hearing June 10, 2014
  - i. Council will hear from citizens offering comment
  - ii. Council may ask questions of the developer

- iii. Council may direct staff to address particular issues, questions, and concerns
- b. Council should schedule additional meetings to consider the PUD Development Application further
- c. Council should direct action to amend the Zoning Ordinance, if Council wants to move toward approval of the PUD Plan Application as submitted
- d. Council should consider financing considerations once a funding request is made



## STAFF REPORT

To: University Heights City Council

Prepared by: Kent Ralston  
Darian Nagle-Gamm

Item: May 7, 2014 PUD submittal  
1300 Melrose Avenue

Date: May 30, 2014

### GENERAL INFORMATION:

Applicant:	Maxwell Development LLC. 319-354-5858
Property Owner:	St. Andrew Presbyterian Church
Requested Action:	Planned Unit Development Review
Purpose:	Neighborhood commercial and multi-family residential; 78 condo units (rear building), 19,702 square feet of commercial space (front building) – option of 2,163 square feet of municipal space
Location:	The NW corner of the Melrose Avenue /Sunset Street intersection
Size:	5.30 more/less
Existing Land Use:	One building (church)
Surrounding Land Use and Zoning:	North: Institutional Land; owned by the University of Iowa South: Single Family Residential; R1 East: Single Family Residential; R1 West: Planned Unit Development; PUD, <i>and</i> Single Family Residential; R1
Zoning:	Multiple-Family Commercial PUD

## INTRODUCTION

This report was created by the Metropolitan Planning Organization of Johnson County (MPOJC) planning staff at the request of the City of University Heights. This report is intended to provide general guidance to the City during review of the Planned Unit Development (PUD) submittal (dated May 7, 2014) for the St. Andrew Presbyterian Church property at 1300 Melrose Avenue.

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

## BACKGROUND INFORMATION:

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

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

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

## ANALYSIS:

**Zoning:** The subject property was rezoned from R1 Single-Family Residential to Multiple-Family Commercial PUD in December 2010. As stated in University Heights' Ordinance No.180, the subject parcel is allowed to hold no more than two total buildings, 80 residential units, and 20,000 square feet of commercial space, among other limitations and restrictions.

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

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

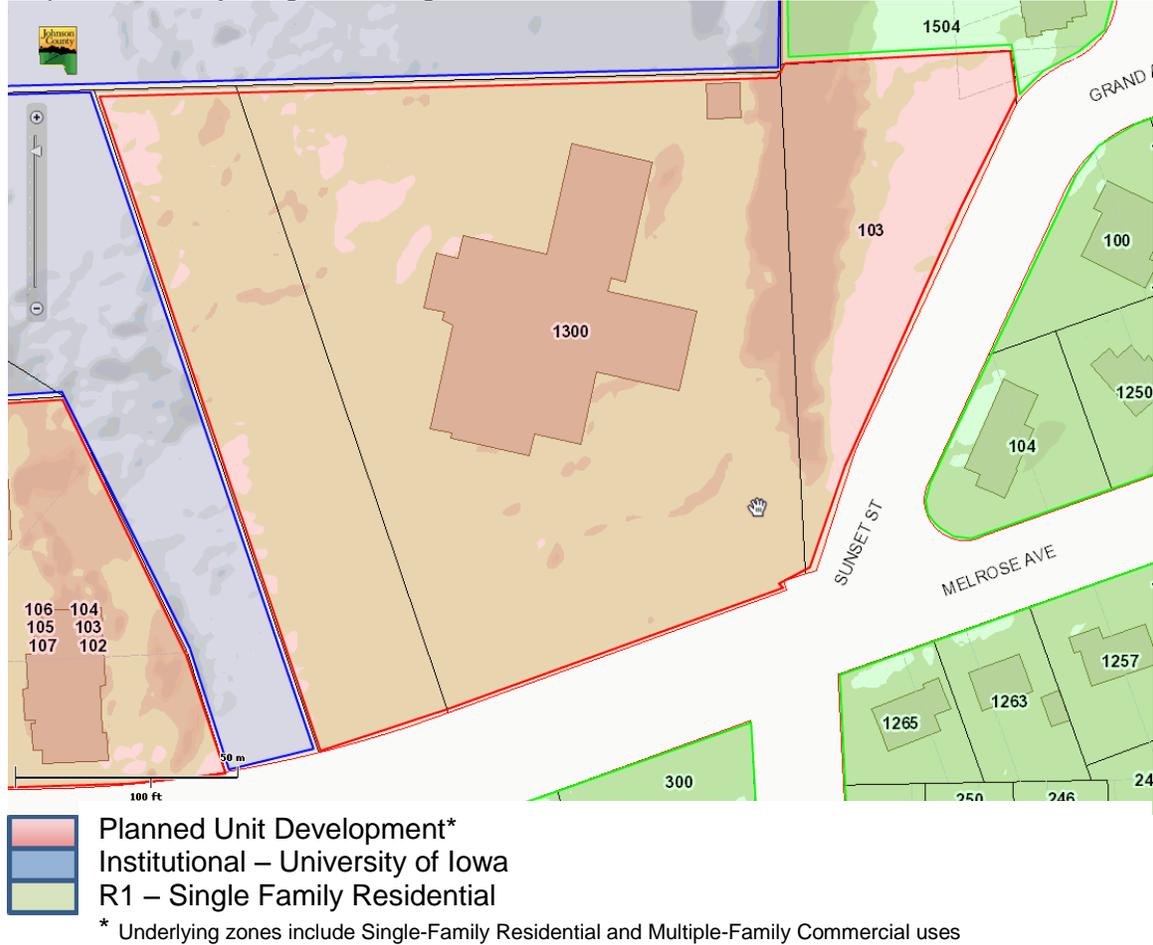
UH Zoning Ordinance No.180	Planned Unit Development Submittal
<ul style="list-style-type: none"> <li>• 2 total buildings</li> <li>• 80 residential units</li> <li>• 20,000 sq/ft commercial space</li> <li>• 45,000 sq/ft total building footprints</li> <li>• 38’ max front building height</li> <li>• 76’ max rear building height</li> <li>• 185 parking spaces (min)</li> <li>• 55 above ground parking spaces (max)</li> <li>• 33’ front setback</li> <li>• 20’ side setback from any lot line</li> </ul>	<ul style="list-style-type: none"> <li>• 2 total buildings</li> <li>• 78 residential units</li> <li>• 19,702 sq/ft commercial space</li> <li>• 43,946 sq/ft building footprints</li> <li>• 24’ front building height</li> <li>• 76’ rear building height</li> <li>• 185 parking spaces</li> <li>• 55 above ground parking spaces</li> <li>• 40’ front setback</li> <li>• 20.00’ setback (min)</li> </ul>

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

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

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

Map 1: University Heights Zoning



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

- Deed restrictions, covenants, agreements, association bylaws and/or other documents controlling the use of the property.
- A description of building materials to be used for all exterior surfaces is not definitively provided. Possibilities for the proposed buildings include architectural precast concrete, clear low E vision glass, and metal/wood panel and trellis systems. The City Council may want to obtain more specific information when available.

**Land Use and General Layout:** The general layout of the commercial portion of the PUD submittal is consistent with the older commercial node on the east side of University Heights in that the building is close to the street with parking located behind the building. This will result in an *urban* presentation of the commercial space in that it is

pedestrian-oriented and a majority of the parking will be hidden from the street. With doors and windows facing the street, the commercial area should be inviting to pedestrians as well as vehicular traffic. University Heights should examine the building concepts provided by the developer. Specifically, officials will want to articulate early in the process if the City has interest in pursuing the optional community space identified at the east end of the commercial building. If the City has interest in pursuing this idea, the developer will need to know how the space is intended to be used so that the general construction of the building can accommodate the finished space as envisioned by the community. If the community space is not desired by the City, the front building could be shifted east to provide more space between the west wall of the commercial building and the entrance/exit driveway.

Regarding the proposed residential structure at the rear of the property: University Heights representatives should further analyze the images and renderings provided by the developer to gain an understanding of the height and character of the building. The developer has provided computer generated simulations of how the proposed buildings will appear from north, south, east and west.

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

**Building Materials and Design:** The PUD submittal indicates that possible construction materials to be used would be a combination of architectural precast concrete panels, clear low E vision glass, and metal/wood panel and trellis systems (pages 4-9). While these materials would generally conform with the comprehensive plan’s statement that environmentally-friendly construction materials should be used, University Heights representatives should request to see examples of the building materials before finalizing and approving the PUD.

Regarding energy efficiency, information provided by the developer indicates the intent for the proposed structures to meet certain LEED requirements. This is consistent with the Comprehensive Plan goal of encouraging energy efficient construction. Representatives should discuss what level of LEED certification the developer intends to meet. The PUD also indicates that vegetated roof designs will be used on the front and rear buildings as well as the installation of several biocells between buildings. While this effort should be commended, proper design and a maintenance plan will be necessary. The maintenance plan should be identified in the home owner’s association documents.

**Mass and Scale:** Mass and scale are important determining factors of how a building will blend-in with the surrounding neighborhood. Tall buildings can appear to loom over the surrounding neighborhood due to their bulk. This effect can be mitigated through the use of design strategies such as those shown in the building concepts submitted by the

developer that attempt to break up the mass by using setbacks, offsets, and other methods to articulate both the horizontal and vertical planes of the building.

The open walkway, use of large windows, and lateral off-set of the commercial building fronting Melrose Avenue helps to reduce the perceived mass of the building. The proposed building height at 24' (to the top of the parapet) conforms with City Ordinance No.180 that sets the maximum building height for this building at 38'. The building is also proposed to be set-back 40' from the Melrose Avenue right-of-way which will decrease the perceived mass of the building and provide more continuity with the surrounding neighborhood. The total height of the building has been reduced 14' when compared to the original PUD application (dated April 22, 2011; since withdrawn) that had a building height of 38'. The length of the building has been reduced 5' from 270' to 265' – not including an additional 40' of length if the optional community space is included in the design.

The PUD submittal indicates that the proposed residential building at the rear of the property will have an overall height of 76' which is the maximum height allowed by zoning standards set forth in Ordinance No.180. To minimize the perceived mass of the building the developer has proposed a flat terraced roof design. The PUD submittal indicates that the building would step-up from 6-7 stories at the east and west ends of the structure. The building heights indicated in the PUD are measured from highest point of the finished grade of Melrose Avenue (per City Ord. 79, Section 7). A notable change from previous concepts submitted by the applicant is that the terraced design begins at the 6<sup>th</sup> level rather than the 3<sup>rd</sup>. In addition, the meeting/reception space for residents and outdoor rooftop terrace have been replaced with a 6<sup>th</sup> and 7<sup>th</sup> level of condo units. The overall length of the building (when viewed from the north and south) has been reduced from 312' to 280' and the overall height has been increased from 72' to 76' – not including elevator structures and storage areas.

The proposed density of the PUD is approximately 15 dwelling units per acre. The architect has provided information that each unit in the PUD will have the potential for two bedrooms. An emphasis on units with fewer bedrooms results in fewer people per unit than would three or four bedroom units. If each unit has two bedrooms, there would be a total of 156 bedrooms; 130 underground parking spaces are proposed providing less than 1 parking space per bedroom. This will likely not be an issue given that approximately 43% of University Height's residents use public transit or walk/bike to commute to work (2006-2010 American Community Survey information). ADA parking spaces will need to be identified in the residential building without reducing the overall number of parking spaces as a minimum of 130 spaces need to be maintained to meet the restrictions of Zoning Ordinance No. 180.

**Streetscape:** The perimeter of the site is an important element to consider in that it serves as the transition from the new development to the existing neighborhood. In a commercial building, elements like large windows, canopies, and appropriate signage integrated into the building façade can enhance the appearance. The PUD submittal includes a landscaped area within the 40' set-back between Melrose Avenue and the front of the building. Concepts for the area show the extensive use of columnar trees as

well as stamped/colored concrete walkways that would ease the transition from the surrounding neighborhood to the newly constructed buildings; benches and bike racks can further contribute to the site becoming a destination for University Heights residents.

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

**Slopes and Drainage:** The subject property exhibits steep slopes (18-25%) in the northwest, east, and northeast quadrants of the subject property as indicated in the University Heights Sensitive Areas Ordinance (Comprehensive Plan page A-9). The storm water management system will need to be designed as part of the development of final design plans. The developer has proposed some fill near the top of the ravines on the east and west sides of the property and shows retaining walls adjacent to the proposed exit onto Sunset Street and the main entrance to the development. The City will want to ensure that the proposal does not affect the critical and protected slopes on the property, particularly those located in the ravine to the east of the development. It appears as though the storm drain on page C-101 of the submittal projects onto the State owned property to the north of the subject parcel; an easement will need to be obtained for this to occur – this should be verified by the City Engineer.

It is unclear how storm water management will be handled. In previous concepts the architect had indicated that storm water management would have been provided using two separate underground detention basins that met the provisions of the University Heights storm water ordinance. The University Heights Engineer will want to verify what plans the developer has for storm water management and ensure that the storm water management system is adequate for the development.

**Transportation and Traffic Circulation:** Melrose Avenue (near the subject property) is congested at peak travel times with an Average Daily Traffic (ADT) of 13,000 in 2010 (Iowa DOT). In 2010, Melrose Avenue operated at a Volume to Capacity (V/C) ratio of 0.80 -1.2 (2012 MPOJC Long-Rang Transportation Plan). Corridors exhibiting V/C ratios of 1.0 or greater are considered to be functioning over capacity and are congested to some degree during peak travel periods.

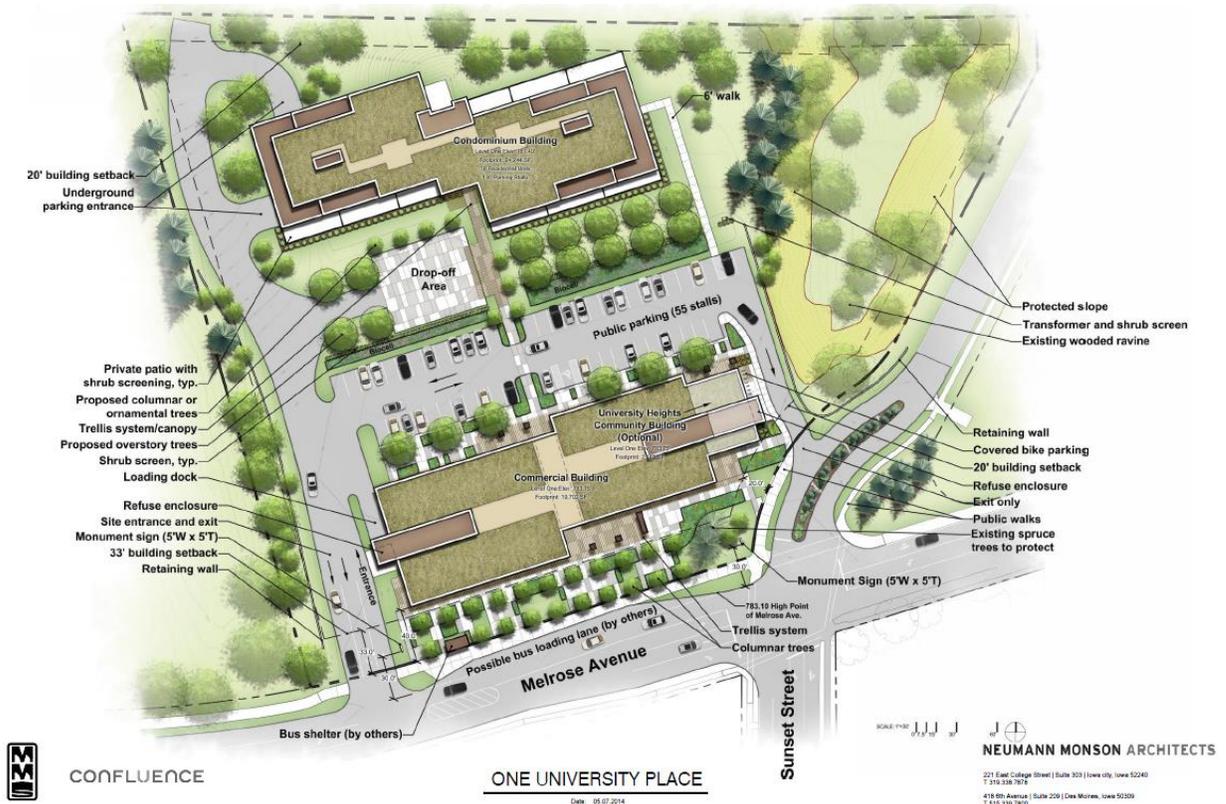


Melrose Avenue / Sunset Street Intersection (looking north)

Based on information provided in the PUD, the amount of traffic generated by the new development could exceed 1,000 vehicles per day. This number is based on the assumption that the development will include 78 condos, 3,000 square feet of restaurant space, 4,000 square feet of convenience market space, 2,000 square feet of general office space, 6,000 square feet of specialty retail space, and 4,000 square feet of fitness center space. The current land use, a church, produces 830 vehicles per day on Sundays based on 2010 traffic counts.

**Turn Lanes:** As proposed in the PUD submittal, staff agrees that a dedicated 100' left-turn lane for eastbound traffic at the main entrance is necessary. This turn-lane will remove turning traffic from the through travel lane and minimize delay to eastbound traffic.

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



**Proposed Site Concept Illustration**

Traffic Signal Analysis: A planning-level traffic signal warrant analysis was completed and shows that without a traffic signal at the main entrance to the development, southbound exiting traffic from the development would experience lengthy delays in the PM peak travel hour (see attached memorandum). Although the proposed southbound left-turning movements will experience lengthy delays, queuing traffic will be on private property and should not affect mainline movements. The main source of concern when excessive delays are anticipated is that motorists become frustrated and can exhibit unsafe driving behaviors which can create safety concerns within the public right-of-way. Staff anticipates that much of this delay will 'self-correct' as motorists choose to exit the development at the Sunset/Melrose intersection – taking advantage of the signalized / controlled environment. While it was determined that the development-generated traffic added to the system would not satisfy the requirements for a traffic signal to be installed, approximately 20-30 more vehicles exiting the development during the PM peak travel hour would satisfy a single traffic signal warrant. *The MUTCD has 9 warrants that can be met to indicate the need for a traffic signal; meeting one warrant does not mandate that a signal be installed.*

Given that this analysis is based on a set of assumption for how the commercial building will be utilized, and that those assumption will likely change based on actual tenants that will occupy the building, staff recommends revisiting this study at full 'build-out' of the development to analyze the need for a traffic signal or other traffic engineering improvements at the main entrance to the development.

Note: If development occurs to the north of the subject property, and shares the same access onto Melrose Avenue, a reevaluation of intersection operations and potential for necessary infrastructure improvements should be triggered.

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

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

The addition of a dedicated left-turn lane at the Sunset Street / Melrose Avenue intersection as proposed is not necessary from an intersection level-of-service perspective. However, the turn lane may be necessary for proper alignment of lanes and

intersection geometry and should be further evaluated by the City Engineer.

**Sidewalks:** Constructing an 8' wide sidewalk on the south frontage of the development as proposed in the PUD is consistent with the wide-sidewalk recently constructed along Melrose Avenue east of the development. The site concept illustration on page C-101 of the PUD shows where sections of the 8' wide sidewalk are proposed to be constructed immediately adjacent to Melrose Avenue. American Association of State Highway and Transportation Officials (AASHTO) guidance notes that the buffer width (green space) between an arterial corridor and the adjacent sidewalk should be a minimum of 5 ft. (*Guide for Planning, Design, and Operation of Pedestrian Facilities* - Page 59). This minimum buffer is provided to improve pedestrian safety and to allow space for snow storage, utility poles, signs, trash pick-up, and streetscaping. If the minimum recommended buffer cannot be achieved, staff recommends investigating alternative solutions.

In regards to the site plan, staff recommends constructing a sidewalk adjacent to, and the length of, the main access drive. Such a sidewalk would allow pedestrians traveling from the west direct access to the residential building at the rear of the lot and to any future development on the property north of the subject parcel. Staff also recommends University Heights discuss constructing a sidewalk along the west side of Sunset Street, north of Melrose Avenue if desired.

**Transit:** City officials should discuss the desire to include a bus pull-off in the final design of the development - as shown in the PUD materials. If desired, the City should require the pull-off to be constructed to Iowa City Transit standards as they are the authority that would provide service to the stop. Similarly, a discussion on the necessity of the bus shelter should also be vetted. Plans for such amenities, and the agreement for cost/maintenance, would be included in the Developers agreement.

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

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

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

**Signage:** Another thing to consider is the size and style of the commercial signage used. Large signs, illuminated signs, and flashing or blinking signs can significantly detract from the residential feel of Melrose Avenue. University Heights representatives will want to request that details of the size, illumination, and animation of signs on the site be included in the Developer's Agreement and/or Condominium Declaration. The current PUD shows the use of two ground-mounted 5'x5' monument type signs near the southeast and southwest corners of the property. MPO staff is available to provide examples of signage restrictions for commercial signs in residential areas upon request.

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

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

**Fire and Police Protection:** The University Heights Police Department and the Coralville Fire Departments should be consulted as to their capabilities to provide protection to the proposed development. Both provided letters indicating they were able to provide protection to this property and could do so with the current capacity of their departments during the initial PUD application in April 2011.

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

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

## SUMMARY:

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

- The subject property exhibits several steep, critical and protected slopes, as indicated in the adopted Sensitive Areas Ordinance, which should be protected. Grading plans and tree protection plans should be reviewed by the University Heights' Engineer.
- Any storm water retention required of the development should be identified by the City Engineer. Plans to manage storm water should be provided by the developer.
- City officials will want to articulate early in the process if the City has interest in pursuing the optional community space identified at the east end of the commercial building. If the City has interest in pursuing this idea, the developer will need to know how the space is intended to be used so that the general construction of the building can accommodate the finished space envisioned by the community.
- The PUD indicates that dumpsters will be kept in enclosures at the east and west ends of the commercial building and that all mechanical units will be within the building and/or on the roof so not to disturb/detract from the neighborhood. It is unclear where the dumpsters will be located in the residential building.
- The PUD indicates that that truck deliveries will take place at a loading dock the west end of the commercial building. Additional vegetative or 'hard' screening may be desired to limit visibility of the loading dock.
- The University Heights Engineer should confirm that the appropriate utilities are available to support the development. If they are not sufficient, the Engineer should identify what utilities will need to be improved and at what cost to the City.
- The construction of a dedicated left-turn lane for eastbound traffic at the property entrance as proposed, and correcting the skewed geometry of the Melrose Avenue/Sunset Street as proposed by the developer are viewed favorably from a traffic engineering perspective. Both of these measures will decrease delay for through traffic on Melrose Avenue and increase the level of service at those intersections.
- Staff recommends revisiting the traffic study at full 'build-out' of the development to analyze the need for a traffic signal or other traffic engineering improvements at the main entrance to the development. Provision of this traffic signal (and/or other improvements) may be a requirement of development approval or may be part of the developer's agreement to be installed with agreed-upon traffic conditions. If

development occurs to the north of the subject property, and shares the same access onto Melrose Avenue, a reevaluation of intersection operations and potential for necessary infrastructure improvements should also be triggered.

- Disallowing entering traffic and left-turning traffic out of the development onto Sunset Street will eliminate cut-through traffic on Grand Avenue and will likely be viewed favorably by the neighborhood to the east of the PUD.
- The construction of an 8' sidewalk on south frontage of the property as proposed in the PUD submittal will be advantageous for bicyclists and pedestrians. A sidewalk on the west side of Sunset Street north of Melrose would also be advantageous from a traffic engineering perspective and should be discussed by City officials.
- Staff recommends that a sidewalk be constructed adjacent to the main access drive. This will provide direct access to the residential building for pedestrians traveling from the west and provide future access to the University owned parcel north of the subject PUD.
- Although the rear building is proposed to be much taller (76') than the building fronting Melrose Avenue (24'), the perceived heights of the buildings may not appear as such depending on the viewer's vantage point. Computer generated images of the site could address these perceptions by showing the proposed buildings in concert with proposed grading, set-backs, trees, and view sheds from adjacent properties. University Heights officials will want to discuss whether the techniques (setbacks, terracing, rooflines, and landscaping) for minimizing the mass and scale of the buildings are adequate for the property.
- University Heights representatives should request to see additional examples of the proposed construction materials before finalizing the development approval process.
- We recommend University Heights representatives request that any and all light fixtures on the site be downcast and shielded to not allow more than one foot-candle of light spillage beyond the property line. Planimetric (lighting impact) maps should be produced.
- University Heights representatives should discuss with the developer the appropriate size, illumination, and animation of any signs on the site. Current plans identify two 5'x5' monument signs to be erected on the property. These items should be enumerated in the Developer's Agreement.
- University Heights should discuss with the developer hours of commercial operation, outdoor seating for restaurants, cafes, bars or balconies, and/or exterior loudspeakers or other noise creating elements. These items should be enumerated in the Developer's Agreement.

- Inclusion of plans for a bus pull-off and shelter in the PUD should be discussed by the City Council. The cost and maintenance agreements for the amenities should be outlined in the Developer's agreement.

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

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



Metropolitan Planning Organization of Johnson County

Date: May 23, 2014  
To: University Heights City Council  
From: Kent Ralston; Acting Executive Director  
Re: One University Place - Updated Traffic Analysis

### Background

This analysis is an update to the technical memorandum performed by Shive-Hattery (dated May 23, 2011) and submitted to the MPO and University Heights City Council. This update uses the most recent data available with respect to the residential and commercial components of the proposed development and provides a review of traffic operations at both the Melrose/Sunset and Melrose/Main Entrance intersections as they relate to the One University Place development (**Figure 1**).

The following assumptions are used for the analysis:

- The main entrance to the development includes both left and right turn lanes for exiting traffic and one lane for entering traffic
- The driveway north of Melrose on Sunset Street (shown in Figure 2) is for exiting traffic only; and the realignment of Sunset Street improves intersection operations by allowing for improved traffic signal operations
- 100% of *entering* traffic uses the Main Entrance – 50% from the east, 10% from the south, and 40% from the west
- 80% of the *exiting* traffic uses the Main Entrance – 50% to the east, 10% to the south, and 40% to the west
- 20% of the *exiting* traffic uses the Sunset exit only drive – 50% to the east, 10% to the south, and 40% to the west



Figure 1 - Development Site



Figure 2 - Proposed Site Plan

Table 1 shows the estimated traffic generated by the proposed development. Projected trips to and from the development were calculated using the Institute of Traffic Engineers (ITE) Trip Generation manual 7<sup>th</sup> Edition.

**Table 1 – Estimated Trip Generation**

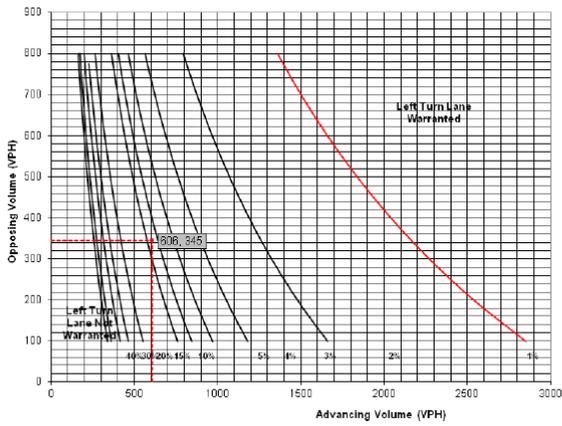
Land Use (ITE code)	Leasable Area (1,000 SF)	Dwelling Units	Average Rate	Vehicle Trips
<b>Residential Condominium / Townhouse (230)</b>				
Average Daily Traffic (50% in / 50% out)	-	78	5.86	228 in 229 out
AM Peak Hour (17% in / 83% out)	-	78	0.44	6 in 28 out
PM Peak Hour (67% in / 33% out)	-	78	0.52	27 in 14 out
<b>Quality Restaurant (931)</b>				
Average Daily Traffic (50% in / 50% out)	3.0	-	89.95	135 in 135 out
AM Peak Hour (82% in / 18% out)	3.0	-	0.81	1 in 1 out
PM Peak Hour (67% in / 33% out)	3.0	-	7.49	15 in 7 out
<b>Convenience Market (852)</b>				
Average Daily Traffic (50% in / 50% out)	4.0	-	*	-
AM Peak Hour (50% in / 50% out)	4.0	-	31.02	62 in 62 out
PM Peak Hour (49% in / 51% out)	4.0	-	34.57	67 in 71 out
<b>General Office (710)</b>				
Average Daily Traffic (50% in / 50% out)	2.0	-	11.01	11 in 11 out
AM Peak Hour (88% in / 12% out)	2.0	-	1.55	2 in 1 out
PM Peak Hour (17% in / 83% out)	2.0	-	1.49	1 in 2 out
<b>Specialty Retail (814)</b>				
Average Daily Traffic (50% in / 50% out)	6.0	-	44.32	133 in 133 out
AM Peak Hour (44% in / 56% out)	6.0	-	6.84	18 in 24 out
PM Peak Hour (44% in / 56% out)	6.0	-	2.71	7 in 9 out
<b>Fitness Center (492)</b>				
Average Daily Traffic (50% in / 50% out)	4.0	-	*	-
AM Peak Hour (42% in / 58% out)	4.0	-	1.21	2 in 3 out
PM Peak Hour (51% in / 49% out)	4.0	-	4.05	8 in 8 out
Total AM Peak Hour	-	-	-	91 in 119 out
Total PM Peak Hour	-	-	-	125 in 111 out

\*Data not available

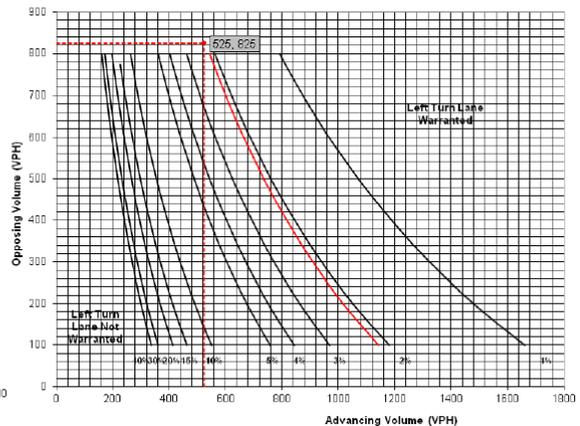
### Intersection Capacity Analyses

To complete the level-of-service (LOS) analysis at the intersections adjacent to the proposed development, the estimated trip generation figures from Table 1 were added to the existing peak hour traffic data and modeled using Synchro Software. The Sunset/Melrose intersection was modeled with and without a proposed dedicated eastbound left-turn lane to see how the intersection would function under either scenario – this additional analysis was completed as the left-turn warrant at this location is *not* met, but is very close to being met in the PM peak (**Figure 4**).

**Figure 3**  
Sunset / Melrose AM Peak Hour Left-Turn Lane Warrant (L= % of Left-Turns in Advancing Volume) **Not Warranted**

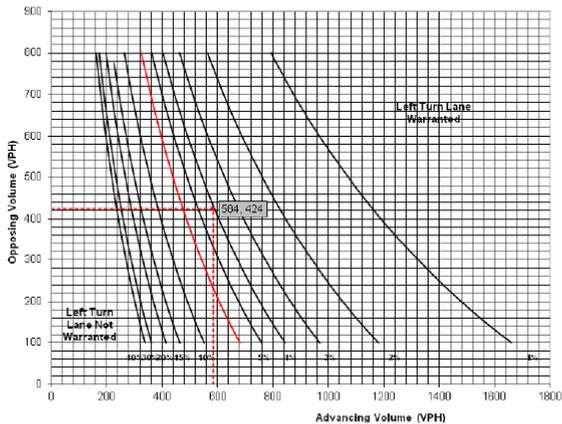


**Figure 4**  
Sunset / Melrose PM Peak Hour Left-Turn Lane Warrant (L= % of Left-Turns in Advancing Volume) **Not Warranted**

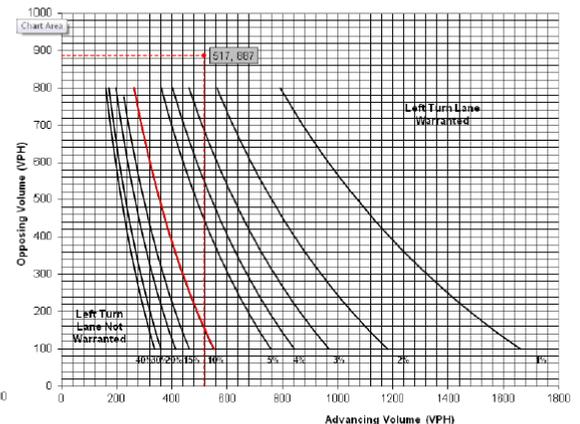


An eastbound dedicated left-turn lane at the Main Entrance is warranted in both the AM and PM peak hours (**Figures 5 & 6**) and therefore the LOS analysis only includes a scenario with a dedicated left-turn lane. The left-turn lane is warranted during the PM peak period even with a 50% reduction in estimated left-turning residential traffic (accounting for 2006-2010 American Community Survey information shows that 43% of University Heights residents used modes other than private vehicles to get to work).

**Figure 5**  
Sunset / Main Ent. AM Peak Hour Left-Turn Lane Warrant (L= % of Left-Turns in Advancing Volume) **Warranted**



**Figure 6**  
Sunset / Main Ent. PM Peak Hour Left-Turn Lane Warrant (L= % of Left-Turns in Advancing Volume) **Warranted**



Melrose Avenue / Sunset Street Intersection

Existing intersection capacity under signalized conditions was analyzed using Synchro software. Delay and LOS are calculated using the same methodology as unsignalized intersections, but the delay parameters are a little longer. Longer delays are acceptable at signalized intersections because the driver has a longer delay expectancy than at unsignalized intersections. **Table 2** (Synchro Exhibit 16-2) exhibits the LOS with its control delay ranges at signalized intersections. A LOS of A represents the best operating conditions (free-flow movement) and LOS F represents the worst conditions, i.e. extreme congestion and stop-and-go conditions.

**Table 2 - Level of Service Criteria for Signalized Intersections**

Level of Service	Average Control Delay (s/veh)
A	< 10
B	> 10 - 20
C	> 20 - 35
D	> 35 - 55
E	> 55 - 80
F	> 80

**Figure 7** shows the level-of-service (LOS) results of both existing and proposed conditions at the Sunset/Melrose intersection. Under existing conditions, the eastbound through movement operates at a LOS F and the southbound through and northbound left-turning movements operate at a LOS E during the PM peak hour – all other movements in the AM and PM peak hours operate at an acceptable level of service of D or better.

**Figure 7 – Melrose / Sunset Intersection Operations**

Melrose Avenue / Sunset Street												
Direction	Existing Conditions (with split-phase)				Proposed Conditions <b>W/O</b> EB Left-Turn Lane (split-phase removed – add development traffic)				Proposed Conditions <b>With</b> EB Left-Turn Lane (split-phase removed – add development traffic)			
	Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
<b>Melrose Avenue</b>												
EB thru	19.3	125.1	B	F	21.7	31.6	C	C	22.2	22.4	C	C
- right	15.1	17.0	B	B	11.1	15.6	B	B	11.2	16.2	B	B
- left	-	-	-	-	-	-	-	-	11.0	15.6	B	B
WB thru/right	13.0	39.5	B	D	9.4	38.2	A	D	9.5	32.9	A	C
- left	12.3	12.2	B	B	9.1	10.6	A	B	9.2	10.1	A	B
<b>Sunset Street</b>												
NB thru/right	39.6	28.2	D	C	27.1	22.0	C	C	26.6	22.0	C	C
- left	44.4	60.3	D	E	35.2	42.6	D	D	34.2	42.6	C	D
SB	48.5	80.0	D	E	26.8	22.0	C	C	26.3	22.0	C	C

When comparing existing to proposed conditions, the LOS of all movements improves to a LOS D or better; with the scenario including an eastbound left-turn lane showing slight advantages over the scenario without the addition of an eastbound left-turn lane. Both 'proposed conditions' scenarios show improvement to the LOS of the intersection (even with the addition of development traffic) primarily as a result of the elimination of the split-signal phasing for the north and southbound movements.

The removal of the split-phase also reduces the eastbound AM peak hour traffic queue from approximately 625' to 450' – the main entrance to the development would be blocked when the queue reaches approximately 400'. The elimination of the split-phase becomes possible due to the realignment of the north leg of Sunset Street and the removal of the skewed geometry currently present.

Melrose Avenue / Main Entrance Intersection

Existing intersection capacity was analyzed using unsignalized intersection capacity analysis methods outlined in the latest edition of the Highway Capacity Manual (HCM) and using Synchro software. By using HCM methods, control delay is calculated as seconds of delay per vehicle and a corresponding level of service (LOS) is also shown. Level of service describes operating conditions based on a number of factors including speed and travel time, freedom to maneuver, traffic interruptions, and comfort & convenience. Table 6 (Synchro Exhibit 17-2) exhibits the LOS with its control delay ranges at two-way stop-controlled intersections. A LOS A represents the best operating conditions (free-flow movement) and LOS F represents the worst conditions, i.e. extreme congestion and stop-and-go conditions.

**Table 3 - Level of Service Criteria for Stop-Controlled Intersections**

Level of Service	Average Control Delay (s/veh)
A	0 - 10
B	> 10 - 15
C	> 15 - 25
D	> 25 - 35
E	> 35 - 50
F	> 50

**Figure 8** shows the level-of-service (LOS) results of both existing and proposed conditions at the Melrose / Main Entrance intersection. Under both existing and proposed conditions, all east and westbound movements experience negligible delay of less than 12 seconds per vehicle. However, southbound left-turning movements experience lengthy delays under existing and proposed conditions at a LOS E (39.9 sec/veh) and LOS F (155.6 sec/veh) respectively.

**Figure 8 – Melrose / Main Entrance Intersection Operations**

Melrose Avenue / Main Entrance								
Direction	Existing Conditions				Proposed Conditions with EB Left-Turn Lane & add development traffic			
	Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS	
	AM	PM	AM	PM	AM	PM	AM	PM
<b>Melrose Avenue</b>								
Eastbound thru	0.0	0.0	A	A	0.0	0.0	A	A
- left	8.2	10.4	A	B	8.5	11.5	A	B
Westbound thru	0.0	0.0	A	A	0.0	0.0	A	A
- right	0.0	0.0	A	A	0.0	0.0	A	A
<b>Main Entrance</b>								
Southbound right	10.7	18.0	B	C	11.4	21.6	B	C
- left	19.6	39.3	C	E	30.2	155.6	D	F

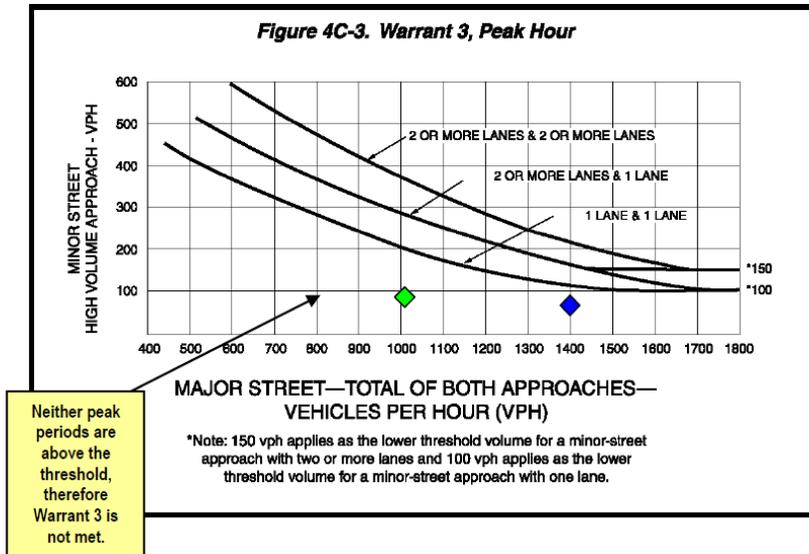
Although the proposed southbound left-turning movements will experience lengthy delays, queuing traffic will be on private property and should not affect mainline movements. The main source of concern when excessive delays are anticipated is that motorists become frustrated and exhibit unsafe driving behaviors which can create safety concerns within the public right-of-way. Staff anticipates that much of this delay will 'self-correct' as motorists choose to exit the development at the Sunset/Melrose intersection – taking advantage of the signalized / controlled environment.

To evaluate whether a traffic signal is warranted at the 'main entrance' intersection we utilize peak hour trip generation figures from Table 1 and apply them to the Manual on Uniform Traffic Control Devices (MUTCD) peak-hour signal Warrant 3. As shown in Figure 9, using our current assumptions, a signal is not warranted in either the AM or PM peak hour. For a traffic signal to become warranted there would need to be an additional (approximate) 105 vehicles exiting in the AM peak hour and approximately 22 additional vehicles exiting the development in the PM peak hour. However, if assumptions on commercial uses should change, a signal may become warranted upon 'build-out' of the development – the signal analysis should be updated at that time.

Figure 9 – MUTCD Peak Hour Signal Warrant #3

Warrant 3, Peak Hour Melrose Avenue / Main Entrance							
Main Entrance		Melrose Avenue Entering Traffic		Warranted?		Legend	
AM	PM	AM	PM	AM	PM	AM	PM
95	88	1005	1399	No	No	◆	◆

Figure 10 – Peak Hour Signal Warrant & Observed Volumes



## **Bicycle, Pedestrian and Transit Accommodations**

### Pedestrian Level-of-Service

While not included in this analysis, staff intends to perform a pedestrian level-of-service evaluation at the Melrose/Sunset intersection. This analysis will provide information as to the level-of-service that pedestrians can expect to receive upon completion of the proposed improvements at the intersection – including the removal of the split-phase signal phasing as a result of the realignment of the north leg of Sunset Street. Staff will submit this evaluation to the City of University Heights upon completion.

### Bicycle Accommodations

It is assumed that the existing wide-sidewalk on the north side of Melrose Avenue will remain – connecting to the existing wide-sidewalk to the east and west of the subject parcel. This wide-sidewalk is a critical piece of infrastructure given the pedestrian/bicycle activity in the area (2006-2010 American Community Survey information shows that 43% of University Heights residents used modes other than private vehicles to get to work).

While it is not feasible to add bike lanes to Melrose Avenue west of Sunset Street (the current street width is 28'), consideration should be given to the use of 'shared-lane arrows'. The MPO will be conducting a future analysis of the feasibility of adding on-street bike facilities on Melrose Avenue through University Heights as part of the MPO FY15 Work Program. As is the case, consideration should be given to on-street bicycle facilities if/when street improvements are made as part of the St. Andrew Presbyterian Church site redevelopment.

### Transit

Bus movements/stops are infrequent in nature and do not typically cause measureable delay with respect overall level-of-service. While a bus pull-off is not necessary at this location, it should be viewed as an amenity. A bus pull-off does not appear to be included in the most recent concept plans. Staff will further comment on this issue as part of the Planned Unit Development (PUD) staff report.

## **Conclusions**

The following items are based on current assumptions used for this analysis, should assumptions change based on type of commercial tenants or number of residential units, this analysis should be revised.

- A dedicated eastbound left-turn lane *is* warranted at the main entrance to the development.
- A dedicated eastbound left-turn lane *is not* warranted at the Sunset/Melrose intersection.
- A traffic signal *is not* warranted during the AM or PM peak hour at the main entrance to the development<sup>1</sup>. Staff recommends revisiting this study at full 'build-out' of the development to analyze the need for a traffic signal or other traffic engineering improvements.
- A realignment of the north leg of Sunset Street eliminates the need for the existing split-phase signalization. Even with the additional traffic generated by the development, overall intersection level-of-service is improved – this should be viewed favorably by University Heights.
- At the main entrance, southbound left-turning movements experience lengthy delays under proposed conditions at a LOS F (155.6 sec/veh). Staff anticipates that much of this delay will 'self-correct' as motorists choose to exit the development at the Sunset/Melrose intersection.

<sup>1</sup>The addition of approximately 20-30 more vehicles would satisfy the PM peak hour warrant. The MUTCD has 9 warrants that can be met to indicate the need for a traffic signal; meeting one warrant does not mandate that a signal be installed.

MEMORANDUM

TO: Mayor, Council and Staff

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

DATE: May 30, 2014

RE: One University Place PUD Submission (April 30, 2014)  
City Engineer Staff Report #1

This memo provides a review of the One University Place PUD submittal in accordance with Section 13 (Multiple-Family Commercial PUD) of University Heights Ordinance #79. Following discussion of these items, there is a section of general plan review comments (including the proposed changes within the Melrose Avenue and Sunset Street right-of-way) and developer's agreement items.

**Ordinance 79 – Section 13 (Multiple-Family Commercial PUD)**

13.B.1. *No more than two (2) buildings may be constructed with combined footprints of no more than forty-five thousand (45,000) square feet.*

**Refer to MPOJC staff report.**

13.B.2. *No more than (80) dwelling units may be constructed.*

**Refer to MPOJC staff report.**

13.B.3. *No more than twenty thousand (20,000) square feet of commercial space may be constructed.*

**Refer to MPOJC staff report.**

13.B.4. *No more than one person not a member of the family as defined in Section 3 of this Ordinance may occupy each dwelling unit as part of the individual housekeeping unit.*

**Refer to MPOJC staff report.**

13.B.5. *The front building of the development (closest to Melrose Avenue) shall not exceed thirty-eight (38) feet in height, and the rear building shall not exceed seventy-six (76) feet in height. "Height" is defined in Section 7 of this Ordinance.*

**The site plan submitted indicates that the high point along Melrose Avenue is elevation 783.10, and this establishes the measuring point for building height as defined in the ordinance.**

**The east elevation view shows the parapet of the front building at 24'-0" above the Melrose curb elevation. There is an equipment enclosure extending an unknown distance above.**

**The east elevation view shows the parapet of the rear building at 76'-0" above the Melrose curb elevation. There is an elevator and storage room extending an unknown distance above.**



- 13.B.6. *A minimum of one hundred eighty-five (185) off-street parking spaces, of which no more than fifty-five (55) may be above ground, shall be provided for commercial and residential uses. "Parking space" is defined in Section 10 of this Ordinance.*

**There are 55 above ground parking spaces shown on the layout plan, which includes three ADA parking stalls. The two underground parking levels include 65 parking spaces on each level, for a total of 130 covered parking stalls, and 185 total parking stalls. There is no ADA parking currently identified in the underground parking levels. Depending on the space available in the underground parking, adding ADA stalls may reduce the total number of spaces.**

- 13.B.7. *The eaves or building projections, including screened porches or walls, of the front building shall not be less than thirty-three (33) feet from the lot line along Melrose Avenue; the eaves or building projections, including screened porches or walls, of any other building or portion thereof shall not be less than twenty (20) feet from any lot line.*

**The plan shows the buildings placed inside all of the required setbacks.**

- 13.B.8. *The University Heights City Council may impose additional reasonable conditions as it deems necessary to ensure that the development is compatible with adjacent land uses, will not overburden public services and facilities, and will not be detrimental to public health, safety, and welfare.*

**Refer to MPOJC staff report.**

- 13.D.1 *Location, size, and legal description of the site.*

**Included on Sheet C-101.**

- 13.D.2 *Location and area of land uses.*

**Included on Sheet C-101.**

- 13.D.3. *Detailed site plan showing all existing or proposed easements.*

**The site easement layout is shown on Sheet C-102.**

**The plans show utility work, grading, and presumably tree clearing occurring onto the University property to the north. This would require permanent easements for the utility work and likely temporary construction easements from the adjacent land owner.**

**The plans propose a sanitary force main running along the north side of Melrose Avenue and connecting to an existing Iowa City sanitary sewer manhole in the parking lot of the University Club. An additional easement would be needed on the University Club property to route the force main into the parking lot. Depending on the final alignment of the force main within the Melrose right-of-way, a maintenance easement may need to be obtained along the south edge of the Birkdale Court properties to allow access for future maintenance or repairs.**

**The City of Iowa City has responded that the water main and sanitary sewer within the site will be private utilities (Iowa City will not take over responsibility**

for these lines). Therefore dedicated easements for water main, sanitary sewer, and sanitary force main are not required within the property lines.

The City of University Heights will require stormwater management easements around the stormwater management components installed on the site to allow access and inspection by the city.

Mid-American Energy will require dedicated easements for the gas and electric services that run through the site.

13.D.4. *Front, side, and rear yard setbacks.*

**Included on Sheet C-101.**

13.D.5. *Existing topography at two-foot intervals.*

**Included on Sheet C-104.**

13.D.6. *Grading plan at one-foot contours.*

**Included on Sheet C-104.**

13.D.7. *Location and description of major site features, including tree masses, drainage ways, wetlands and soils.*

**Included on Sheet C-103 and C-104.** These sheets identify the various sensitive slope areas, and show how the proposed construction will impact these areas. There is a table on Sheet C-104 showing the percentage of each type of slope area that is being impacted by construction.

Based on the proposed site plan elements, anticipate that all of the slope areas on the west side of the site will be disturbed, and a portion of the slope areas at the head (south end) of the east ravine will be disturbed by construction.

The plan identifies the location of three soil boring locations, and notes the slope in that area was previously altered by human activity. I recall that these soil borings were completed in 2011 and were accompanied by a Terracon geotechnical report submitted to the council at that time.

Refer to general plan comments for Sheet C-104 at the end of this report for discussion of the city's Sensitive Areas Ordinance (#128).

13.D.8. *Erosion control plan.*

Sheet C-104 is labeled as the erosion control plan. It indicates silt fence being installed along the perimeter of the site and the top of the east ravine to block sediment from leaving the site or entering the ravine. A more detailed erosion control plan will be included in the construction drawings.

Refer to general plan comments for Sheet C-104 at the end of this report for discussion of the city's Sensitive Areas Ordinance (#128).

13.D.9. *Proposed type or types of development, e.g., commercial, multiple-family dwelling, etc.*

**Refer to MPOJC staff report.**

13.D.10. *Location and size of buildings or building footprints.*

**Building locations and footprints shown on the overhead color site plan and individual floor plans.**

13.D.11. *Design elevations showing all sides of every building, roofline, and perimeter fences.*

**Included in the elevations views.**

13.D.12. *Description of materials for all exterior building surfaces and perimeter fences.*

**Material descriptions included in the color elevation sections. There appear to be two different types of trellis systems (ground level and atop the rear building) identified, but no material type indicated. Balcony materials may also be of interest to the council as they are prominently visible on the south side of the rear building toward Melrose Avenue.**

13.D.13. *Vertical and horizontal dimensions of the exterior of all buildings and perimeter fences.*

**Parapet heights called out on the elevation views and horizontal building dimensions identified on the building floor plans. Height of equipment enclosures, storage areas, and elevators above the parapet height are not dimensioned.**

13.D.14. *Maximum height of proposed structures and perimeter fences.*

**Refer to comments from section 13.D.13 above.**

13.D.15. *Floor plans showing square footage of each commercial and each dwelling unit.*

**Included on the floor plan drawings.**

13.D.16. *Location of existing and proposed utilities, sanitary sewers, storm water facilities, and water, gas, and electrical distribution systems.*

**Existing utilities are shown on Sheet C-103, proposed facilities are shown on Sheet C-107.**

**Proposed water main has been reviewed by Iowa City water department:**

**Iowa City indicated all water main within the property lines will be private (they will not take over the responsibility for these lines), and therefore no water main easements are needed within the property.**

**Iowa City provided several comments on the details of the hydrant types, service connection lines, and piping materials. These details will need to be incorporated into the construction drawings.**

Iowa City would like to see a new 8-inch water main connected to the existing 16-inch water main at the Melrose and Sunset intersection, and extended north along Sunset Street for a future connection to the existing dead-end water main at the west end of Grand Avenue. Whether this new 8-inch water main would be aligned to run on the west side or east side of Sunset Street is still being reviewed by the water department. A similar water main extension was incorporated during the previous PUD discussion in 2011.

**Proposed sanitary sewer has been reviewed by Iowa City wastewater department:**

Iowa City indicated all sanitary sewer associated with the project will be private (they will not take over the responsibility for these lines), therefore no sanitary sewer easements are needed within the property.

There is a proposed pump station in the northwest corner of the site. Sewer services from each building flow by gravity to the pump station, which will then pump wastewater through a force main pipe out to Melrose Avenue, then west within the Melrose right-of-way, and connecting to an existing Iowa City sewer manhole in the University Club parking lot.

The entire length of force main would be privately owned by the development, and this should be clearly spelled out in an agreement indicating that the development shall be responsible for all future maintenance, repairs, and any other costs associated with those efforts.

The location of the force main within the Melrose right-of-way requires further study during the development of construction drawings. In the concept proposed, the force main is so close to the Birkdale property, that any repair work on the buried line would require digging into adjacent property. Options could include a different alignment, and/or securing a maintenance easement from the Birkdale properties.

**Gas and Electric:**

There is no proposed gas or electric facilities shown at this time. As noted previously in the item about easements, these will need to be provided for Mid-American within the site. The layout and design will need to be coordinated with Mid-American Energy during development of the construction drawings.

**Stormwater Management:**

Stormwater runoff from the site is shown being piped across the north property line and discharged onto the adjacent property at the northwest corner of the site. There is a bio-retention cell concept shown to collect water from the parking area north of the commercial building, but this only accounts for a small portion of the overall site.

As currently shown, the storm water management does not address the compliance requirements of the city's "Post-Construction Stormwater

**Runoff Control” ordinance (#169). These items will need to be addressed prior to issuance of a construction permit.**

### **General Plan Review Comments**

#### **Sheet C-101**

1. Notes indicate street improvements along Melrose Avenue, the bus loading lane, and bus shelter are “possible improvements” to be completed by others. The council should have a clear understanding of exactly what improvements in the right-of-way are to be constructed as part of the project. The MPOJC traffic report indicates the dedicated left-turn lane for eastbound traffic at the main entrance is required, which means the Melrose Avenue widening is required.
2. As part of the construction plan process, the overall geometry, lane configurations, turn lane lengths, pavement widening and new traffic signals at the Melrose and Sunset intersection will need to be evaluated and designed. The Melrose widening concept west of the development shows widening both sides of the street, but there are space limitations on the north side due to the existing wide sidewalk and retaining wall that conflict with pushing the street and storm sewer intake up into the edge of the walk. The final roadway design will need to evaluate how much of the widening can be accomplished on the south side of the road.
3. The proposed retaining wall on the east side of the site extends into public right-of-way. There should be an agreement clarifying that the property owner will be responsible for maintenance, repair, replacement, etc. of this wall even though it is within the street right-of-way.
4. The construction drawings will need to include design of appropriate barriers along the top of the retaining walls where required due to wall heights.

#### **Sheet C-102**

1. The sidewalk, fencing, and curb ramp layout at the SW corner of the Melrose and Sunset intersection was rebuilt in 2013. The city also acquired additional right-of-way at this corner. New survey needs to be obtained at this corner for the construction plans.
2. Based on the location of existing right-of-way lines at the SE corner of the Melrose and Sunset intersection, anticipate that property and/or easement acquisition would be required to place and install new traffic signals.

#### **Sheet C-103**

1. This drawing shows the “Sensitive Areas Development Plan”, and is the first component of complying with the Sensitive Areas Ordinance (#128). It correctly delineates the existing slope areas on the site.

#### **Sheet C-104**

1. This shows the “Grading Plan” and the “Sensitive Areas Site Plan,” which are the other two components of the Sensitive Areas Ordinance. This drawing needs to be updated to clearly delineate the intended slope areas to be disturbed. There is a table indicating the percentage disturbed, but this should be marked out on the drawing as well. As noted previously in this report, it looks like all the slopes on the west side of the site would be disturbed by construction,

and an area at the head of the east ravine. More detailed versions of these sheets would be included in the construction drawings showing construction entrances, job trailer locations, intake protection, etc.

2. In accordance with the city's Sensitive Areas Ordinance, for construction that disturbs protected slopes as proposed at this site, the following four conditions need to be met:
  - a. The protected slopes have been "previously altered by human activity..."
    - i. As noted above, soil borings and a geotechnical report were provided to the council in 2011 regarding this item.
  - b. "...a geologist or professional engineer can demonstrate to the University Heights City Council's satisfaction that development activity will not undermine the stability of the slope..."
    - i. The plan shows retaining walls on either side of the site adjacent to slope areas. Recommend that during the construction drawing review process, the city request a letter from the geotechnical engineer and the retaining wall structural engineer certifying the design will maintain the slope stability.
  - c. "...the City further determines the development activities are consistent with the intent of the Sensitive Areas Ordinance."
    - i. This is for the council to determine.
  - d. The University Heights City Council approves a submitted Development Plan, Grading Plan, and Sensitive Areas Site Plan.
    - i. The Development Plan accurately delineates the sensitive areas locations. The council needs to determine if they are in agreement with the concepts shown for site grading, ravine protection, and locations of sensitive areas disturbed as shown on Sheet C-104.
    - ii. If council wishes to approve these drawings related to the Sensitive Areas Ordinance, recommend they do so contingent upon receipt of the certification letter from the geotechnical and structural engineer noted above, the delineation of disturbed areas on Sheet C-104, and confirmation that construction drawings reflect the same disturbance limits shown.

### **Developer's Agreement**

1. The Post-Construction Stormwater Runoff Control ordinance (#169) requires a number of submittals (refer to Section 169.10 and 169.12) from the developer. These requirements are currently identified in Section 2 of the developer's agreement.
2. This report identifies private sanitary sewer facilities and retaining walls extending into city right-of-way, with recommendations to clarify that maintenance and responsibility for these remain with the development. If the developer's agreement is the appropriate place for this to occur, reference to these items should be included.

Please let me know if you have any questions, comments, or need any further information.

JDB

Subject: Re: One University Place - review of PUD Application documents  
From: "Norm Cate" <norm.cate@gmail.com>  
Date: Fri, May 30, 2014 4:17 pm  
To: "Steve Ballard" <Ballard@lefflaw.com>

Steve,

Terry Goerdt and I met on Wednesday, the 28th, to review and discuss the 1 University Place plans. Because of the preliminary nature of the plan, our review was limited to acquiring an overall understanding of the scope of the project. However, not until fully certified building plans are submitted can a full and thorough plan review be conducted. We will await the building permit application.

Sent from my iPad

On May 22, 2014, at 4:11 PM, Steve Ballard  
<Ballard@lefflaw.com<mailto:Ballard@lefflaw.com> wrote:

Hello Terry, Norm, Ron, and Dave,

The City of University Heights has received development application from Jeff Maxwell concerning the St. Andrew Presbyterian Church property. I am having a set of drawings delivered to each of you (Terry and Norm yours will be at the University Heights City Office). In a cover letter addressed to each of you I have asked you to review and comment on this proposed development.

Please keep in mind that, at this stage, the City Council is considering a PUD Application a preliminary step in the overall development and construction process. Certainly, there will be additional opportunities for review and comment once the developer applies for a building permit and submits construction drawings, etc. For now, we are at the PUD Application review stage. The City's PUD process (and the parameters of the application) are set forth in Section 13 of the City's Zoning Ordinance, which may be found here: <http://www.university-heights.org/ord/ord079amend.pdf>.

I think each of you was asked to review and report on a similar application back in 2011. Your review and comment then might be a good starting place for your report now.

I have asked to have the project drawings transmitted electronically, and if I receive them in that format, I will forward them to you (but the files may be too large to email I'm not sure). Also, the City Council has asked that staff reports be provided by May 30, 2014, so if you could respond to me by then, I'll forward your comments on to the Council.

Finally, if the City Engineer or the developer has already asked you for review and comment, I apologize for doubling up; I just wanted to make sure someone did. Thank you and call or email if you have questions or wish to discuss.

Steven E. Ballard

Leff Law Firm, L.L.P.  
P.O. Box 2447  
222 South Linn Street  
Iowa City, Iowa 52244-2447

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Steven E. Ballard

Leff Law Firm, L.L.P.  
P.O. Box 2447  
222 South Linn Street  
Iowa City, Iowa 52244-2447

RECEIVED  
MAY 27 2014

LEFFLAW FIRM, L.L.P.

CORALVILLE

May 23, 2014

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

Dear Mayor and City Council,

The Coralville Fire Department staff have reviewed a PUD submittal that may be located at the corner of Sunset and Melrose currently referred to as One University Place.

We were ask to provide a letter of support for the project from a fire service provider's perspective. Based on what we were shown and given the fact that the building will meet all applicable building and fire codes, we have no concerns about this project causing concern from a fire protection standpoint.

Having early access to the planning process is critical to implementing the features that are required to make the building safe and operate smoothly. We would be involved with plan and site review for code compliance and have already given information related to fire department access, vehicle turning radius and hydrant location.

Please feel free to contact us in the event you have questions regarding this project.

Sincerely



David Stannard

Fire Chief

City of Coralville/University Heights

**Fire**  
1501 5<sup>th</sup> Street  
P.O. Box 5127  
Coralville, IA 52241-5127  
319-248-1835  
Fax 319-248-1892



City of  
*University Heights*  
Police Department

1004 Melrose Avenue  
University Heights, Iowa 52246

Telephone/Fax (319) 887-6800

Ronald R. Fort, Chief of Police

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

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

Date: 05-24-14

Re: Proposed Development of One University Place

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

The type of commercial ventures the City Council will approve and the number of condo units does not raise any major concerns with the police department.

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

The issue of traffic leaving One University Place and going north onto Sunset then east on Grand has been addressed in the plan.

Any issues on Melrose seem to have been addressed in the plan.

This opinion is based on the current set of plans Steve Ballard provided to me on 05-24-2014

Sincerely,

A handwritten signature in cursive script, appearing to read "Ron Fort".

Ron Fort,  
University Heights Chief of Police

## **Supplement to the Multi-Family Commercial PUD Application of Jeff Maxwell**

University Heights' Zoning Ordinance 79 as modified by amendments thereto, specifically including, but not limited to, Ordinance 180, sets out the submittal and procedural requirements for a Multi-Family Commercial PUD. **This memorandum is for the purpose of addressing the submittal requirements as pertains to certain legal documentation.**

The following references are to provisions of City Ordinance 180.

**A. Section 13.B** includes certain development regulations and restrictions, most of which will be inherent in the design of the buildings and improvements shown on the PUD Plan document.

Additionally, Section 13.B(4) provides:

No more than one person not a member of the family as defined in Section 3 of this Ordinance may occupy each dwelling unit as part of the Individual Housekeeping Unit.

By the inclusion of this provision in the Zoning Ordinance, it has become an enforceable requirement in connection with the use and enjoyment of all properties subject to a Multi-Family Commercial PUD Zone. However, in addition to such inclusion, it is anticipated that the same language have been repeated in the proposed Development Agreement required for the Multi-Family Commercial PUD. Furthermore, this same language will be incorporated into the Condominium Declaration for the Multi-Family Commercial project..

**B. Section 13.C(4)** indicates that no building permit will be issued for the Multiple-Family Commercial PUD development until the City Council has approved the Plan Application and a Development Agreement has been entered into pursuant to Section 13.E of the Ordinance. Section 13.E of the Ordinance enumerates the various items that might be contained in the Development Agreement, including the following:

- 1. Design standards applicable to the project.*
- 2. Development covenants, easements and restrictions, including a prohibition on further subdivision of the property developed pursuant to the multi-family commercial PUD. Restrictions may also include the types of businesses and hours of operation of businesses located in the commercial space portion of the multi-family commercial PUD and whether and on what conditions some or all dwelling units may be leased.*
- 3. Site improvements, including sidewalks, that will be constructed following approval of the Site Development Plan.*
- 4. Timing of commencement and completion of construction of buildings and improvements pursuant to the multi-family commercial PUD Plan.*

5. *Payment by the Developer of the costs and fees, including engineering, legal, administrative, publication and recording fees incurred by the City of University Heights in considering the PUD Plan.*

While the Developer fully contemplates entering into a Development Agreement with the City of University Heights (“City”) pertaining to this PUD application, the exact terms and conditions of that agreement are not yet fully resolved because some will be further developed and defined during the course of the City’s review of the submitted application materials. As such, rather than proposing a completed agreement at the threshold of the application process, it is more rational to develop the agreement as the process progresses and to have the agreement finalized near the end of that process.

In anticipation of this Development Agreement process, the following is in preliminary response to the various elements to be addressed in the Development Agreement, and is consistent with a preliminary draft of a Development Agreement submitted to the City’s legal counsel as a working draft.

1. *Design Standards.* The design standards for the project will, for the most part, be reflected on submitted PUD Plan documents. To the extent that the documents and existing City ordinances do not adequately address certain design standards, additional requirements, if any, can be incorporated into the Development Agreement as appropriate.

Areas of anticipated interest already included in a preliminary draft of the Development Agreement are City review and approval for final Building Plans and Construction Drawings review including, but not limited to, such matters as: 1) consistency with approved PUD Plan, 2) exterior lighting standards, 3) site plan building and improvements location, 4) on-site vehicular movement patterns, 5) grading plan, 6) landscaping plan, 7) on-site storm water management, 8) storm water erosion control during construction, 9) final dimensions, materials, and exterior colors, 10) utility installations, 11) offsite improvements, if any, and 12) project LEED certification. .

Other design standards may be highlighted through the plan review process.

2. *Development covenants, easements, restrictions, etc.* The entire property will be submitted to a Horizontal Property Regime pursuant to Chapter 499B of the Iowa Code. As such, the covenants, easements and restrictions applicable to the property shall be incorporated, for the most part, in the Condominium Declaration. This is typical for condominium projects.

Necessary easements for public utilities, as will be identified through the PUD Plan review process will likely be granted separately and will be addressed in the Plan Documents and/or the Development Agreement for future implementation.

Submitting the property to a Horizontal Property Regime will, for all practical purposes, preclude the property from being further subdivided. However, it is anticipated that the Condominium Declaration will additionally include a prohibition against further subdivision of all residential units, but may for flexibility permit some reconfiguration of commercial units.

The Condominium Declaration is difficult to prepare, and not likely appropriate to record, until final construction plans for at least a portion of the project have been completed. We are anticipating a fairly standard Declaration appropriate for a multi-use condominium project, and then special provisions to reflect any unique features of this particular project and any specific requirements of the City of University Heights identified in this PUD review process and addressed in the final Development Agreement for specific inclusion in the Condominium Declaration. The standard provisions will include, but not be limited to, the following matters:

- i) description of the condominium regime (real estate, buildings and improvements);
- ii) description of general and limited common elements, and of the units (both commercial and residential);
- iii) granting of on-site easements for access, utilities and repairs and maintenance for the mutual benefit of all condominium unit owners;
- iv) information regarding insurance and the respective responsibilities of the association of owners and of individual unit owners for maintaining appropriate insurance;
- v) the respective responsibilities of the unit owners and the association for maintenance, repairs and replacements;
- vi) provisions relating to partial damage or total destruction of the project;
- vii) provisions relating to the association of co-owners and its authority and obligations in connection with assessments and the management and operation of the condominium project;
- viii) specification of each unit owner's voting interest, percentage interest in the common elements and percentage responsibility for participating in common area maintenance, repair and replacement activities; and
- ix) other matters appropriate to the multi-use condominiums and this particular project.

The association of co-owners will be incorporated as a nonprofit corporation under Iowa law and as such will have basic Articles of Incorporation and Bylaws specifying governance, procedures and participation of owners in the association.

It is further anticipated that the Condominium Declaration will anticipate the possible phasing of the condominium project to allow, for example, for the commercial/residential building to be built and operated first, and then for the second building to be built and become operational subsequently or in phases.

Rather than having the Condominium Declaration and the homeowner association documents prepared prematurely at this time, it is proposed to enumerate in the Development Agreement those matters arising from the PUD review process that are agreed upon between the City and the Developer, and to specify therein those that are required for inclusion in the future Condominium Declaration and documents. The City's control over the issuance of building and occupancy permits can certainly provide enforcement for the subsequent inclusion of any such agreed to required provisions.

Ordinance 180 provides that matters relating to the types of business and hours of operation of occupants in the commercial portion of the project will be addressed in covenants, easements, and restrictions (or, in this instance, most appropriately, in the Condominium Declaration). It is

anticipated that all of the uses specified in the Ordinance 180, Section 6.F(2)(b) will be permitted, along with any such further uses as may be identified during the course of the PUD Application review process. In terms of hours of operation, it is anticipated that there should be a balancing of the interests of commercial activities choosing to locate in the facility with the interests of the residential units and the adjacent neighborhood, much in the same way as those interests have been reasonably balanced in connection with commercial areas elsewhere within the City of University Heights. The preliminary Development Agreement addresses such use issues, with the details to be worked out as the PUD process progresses. It is anticipated that the agreements as to covenants, easement and use (or other) restrictions as finally reflected in the Development Agreement will subsequently be incorporated into the Condominium Declaration if not otherwise imposed by City ordinance.

The other item under Section 13.E(2) of Ordinance 180 to be included in the development covenants (or again, in this case, the Condominium Declaration) is to be “whether and under what conditions some or all dwelling units may be leased”. At the present time it is intended by the Developer, in the commercial/residential building, that the residential units will be a mixture of owner-occupied and rental units, thereby being able to respond to market demand for each within the City of University Heights. It is correspondingly anticipated that the circumstances (size, finish and price) associated with the residential building will likely favor owner-occupied units as opposed to rental units, but the Developer at this time would not choose to preclude any possibility of leasing. As such, it is anticipated that the Condominium Declaration will include provisions that will i) protect all unit owners and occupants in both buildings from undesirable circumstances constituting nuisances, and ii) protect the integrity of the residential units for pleasant residential use regardless of whether the occupants are owners or tenants. Certainly the Developer is willing to receive the Council’s input on such matters and to consider mechanisms for assuring peaceful enjoyment and use of residential units by all occupants provided such mechanisms are not inappropriately discriminatory or restrictive.

As may be appropriate, the Development Agreement might also need to contain a provision precluding any matter required by the City to be in the Condominium Declaration from being amended unless with the prior approval of the City. In addition to or as an alternative to incorporating any one or more of such requirements into the Condominium Declaration, when more appropriate the Developer is willing to implement them through covenants or easements. The PUD Review process and the specific nature of any such requirements will likely dictate the most appropriate form of documentation if not in the Condominium Declaration. These determinations can then be included in the Development Agreement.

### 3. Site Improvements.

For the most part, the site improvements are shown on the PUD plan. To the extent additional requirements for site improvements may be appropriate, some will be identified in the Development Agreement process for specific inclusion in that document, and others will be flushed out in review process for final Building Plans and Construction Drawings specified above under Design Standards.

### 4. Timing of Commencement and Completion of Construction.

It is difficult for the Developer to pinpoint dates at this time. However, it would appear more critical that the Development Agreement include understandings as to the length of the

construction process from commencement to completion. In this regard it is the Developer's intention, once construction commences, to complete the process as efficiently and in as timely a manner as the parameters of the project permit. This would apply to each phase of the project.

5. *Payment by the Developer of Costs and Fees.*

The Developer has already agreed to, and has already reimbursed the City for, certain costs and fees associated with this PUD Application. The developer has recently submitted to the City a modified agreement for further reimbursement. To the extent necessary, additional provisions, consistent with those already agreed to, can be included in the Development Agreement.

The foregoing constitutes a basic outline of the documentation that is anticipated for this project for compliance with Zoning Ordinance requirements. The Developer looks forward to the City's review process and to mutually formulating appropriate provisions to be included within the anticipated Development Agreement and Condominium Declaration.

Prepared by and return to: Steven Ballard, Leff Law Firm, P.O. Box 2447, Iowa City, Iowa 52244-2447, (319) 338-7551

**PUD DEVELOPMENT AGREEMENT**

This Agreement is entered into by and between **Jeff Maxwell**, hereinafter referred to as "Developer" and the **City of University Heights, Iowa**, hereinafter referred to as "City", pursuant to University Heights Ordinance, No. 79.

**RECITALS:**

- A. Developer is the owner of the real estate described and referred to as the Maxwell Parcel on the attached Exhibit A.
- B. Under a written purchase agreement, St. Andrew Presbyterian Church is the Seller, and Developer is the purchaser, subject to certain seller contingencies, of the real estate described and referred to as the St. Andrew Parcels on the attached Exhibit A.
- C. The Maxwell Parcel and St. Andrew Parcels are located within the City's limits and together comprise land zoned Multiple-Family Commercial. When used for multi-family and commercial purposes, Ordinance No. 79 requires the submittal of a Planned Urban Development (PUD) application and compliance with Ordinance 79(13), which section requires the Developer and the City to enter into a Development Agreement establishing development requirements and addressing certain other items enumerated in the ordinance.
- D. The Developer has submitted a PUD Application for development of the Maxwell and St. Andrew Parcels under a single project known presently as "One University Place" and referred to herein as the "Project".

E. St. Andrew Presbyterian Church ( “Church”), as owner of the St. Andrew Parcels, has previously delivered to the City its continuing express written consent for Developer to submit to the City a Multi-Family Commercial PUD Plan Application together with such other materials, applications and requests as may be related to such PUD Plan Application and the project described therein. The Church is not a developer of the Project.

F. Developer and City wish to comply with the requirements of Ordinance 79(13), by entering into this Development Agreement setting out their agreements.

**IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

1. **Purpose.** This Development Agreement is prepared for the purpose of complying with the Ordinance 79(13(E)).
2. **Building Plans and Construction Drawings.** Before any building permit is issued for all or any part of the Project, Developer shall submit to the City for approval detailed building plans, construction drawings, and related plans and applications for the Project in accordance with City requirements and procedures. Such plans shall reflect the design features and details of the PUD Plan approved by the City (“approved PUD Plan”) and provide explanation of any variances. To the extent that the submitted plans contain new or modified details not already shown in the approved PUD Plan, the Council may establish reasonable conditions for approval of such newly provided details in accordance with its ordinances and state law. The City shall not issue building permits until such time as the City Council has in the exercise of its reasonable discretion approved by resolution all of the plans, drawings, and applications set forth below in this paragraph. Once approved by the City, the Project shall be constructed in accordance with the approved plans, drawings, and applications, which shall not be amended, changed, or otherwise altered in any material way without further resolution adopted by the City Council. Minor adjustments may be approved administratively by the City Engineer or other authorized party in accordance with the City’s standard policies, practices, and procedures. The required plans and drawings shall include the following:
  - a. Building plans consistent in all material respects with the approved PUD Plan showing final design features applicable to the proposed Project, including but not limited to these:
    - i. Design of exterior lighting so that all site and building-mounted luminaires produce a maximum initial illuminance value no greater than 0.10 horizontal and vertical footcandles at the site boundary and no greater than 0.01 horizontal footcandles 10 feet beyond the site boundary. Document that no more than 2% of the total initial designed fixture lumens (sum total of all fixtures on site) are emitted at an angle of 90 degrees or higher from nadir (straight down).

- ii. Site plan showing the location of all buildings and improvements for the Project, including but not limited to these: the placement of all refuse receptacles (including trash cans, dumpsters, and grease traps) and proposed screening for such receptacles; driveways and parking plans showing appropriate dimensions for vehicle turning movements on site for garbage trucks, delivery vehicles, buses, and fire trucks.
- iii. Grading plan, including Sensitive Areas Development Plan to the extent required pursuant to Ordinance 128.
- iv. Landscaping Plan showing species and size of plantings as well as amenities such as walkways, benches, bicycle racks, exterior light fixtures, library book drop, entrance amenities, trash receptacles and other public amenities.
- v. Storm Water Management Plan sufficient for the City to issue a Construction Site Runoff Permit pursuant to Ordinance 169.
- vi. Storm Water Pollution Prevention Plan and application sufficient for the City to issue a Construction Site Runoff Permit pursuant to Ordinance 155.
- vii. The granting and recording of utility easements, with appropriate plats, as may be reasonably sufficient for all public and private utilities and services supplying the Project as shown on the approved PUD Plan, with such easements and plats being subject to (i) review by the City's engineering consultants for sufficiency, and (ii) such approvals as may be needed from the City of Iowa City in regard to water main and sanitary sewer.

b. Final Construction drawings consistent in all material respects with the approved PUD Plan showing:

- i. All final dimensions of the buildings and improvements to be included in the Project.
- ii. All exterior building materials.
- iii. All exterior colors.
- iv. Other matters generally required to be shown for building permit approval.
- v. The Developer need not include construction drawings of interior improvements intended to be built-out or finished by the owners or tenants of commercial or residential units. Such improvements will be subject to separate building permits, to the extent applicable, in accordance with standard City practices.
- vi. Containing the utility boring specifications for storm sewer, sanitary sewer, and water main as were called out for boring on the Approved PUD Plan.

- c. The Developer will comply with City ordinances and good practices regarding fill materials and will employ a qualified geotechnical consultant to perform appropriate analysis and testing and to provide recommendations. Developer's consultant will make periodic reports on such matters to the City Engineer and/or the City's engineering consultants, as directed by the City.
  - d. The Project will be designed and built using current sustainable principles and with the intent to obtain LEED Certification. At the Construction Document phase of the Project, Developer shall submit to the City the Project's LEED Score Card demonstrating the Developer's intent to obtain LEED Certification for the Project (or the applicable portion thereof) based upon the LEED criteria existing at the time the Project's LEED Score Card is submitted to the City.
3. **Restrictions on Use.** Developer and the City understand that the property constituting this Project will be submitted to a horizontal property regime pursuant to Iowa Code Chapter 499B; that is, the project will be a multi-use condominium comprising commercial and residential units configured in compliance with the zoning classification. At such time as Developer prepares a condominium declaration, Developer will record such declaration in accordance with applicable laws, and it shall contain restrictions as to use; rules and regulations; owners' association ("Association") matters (including, but not limited to, articles of incorporation and bylaws); and other governing provisions required by law and typical of condominium projects of this type; all to be appurtenant to the land (the "Project Condominium Documents"). As a condition for the approval of the first occupancy permit for the Project it shall be established by the Developer that the Project Condominium Documents shall have been recorded and shall include the following restrictions on the Project, which specific restrictions shall be enforceable by the City (in addition to the Association and/or unit owners) and shall not be permitted to be amended, deleted or otherwise modified without approval of the City by appropriate resolution of the City Council:
- a. Commercial uses may use outdoor sales areas within the Project only in compliance with local ordinances. This restriction applies at all times, including, but not limited to any day on which The University of Iowa plays football games in Kinnick Stadium ("Game Day"). All Game Day activities on both the commercial and residential portions of the Project shall be in compliance with City ordinances and any additional rules that may be imposed by the Association.
  - b. Unless with the prior approval by Resolution of the City Council, no commercial use shall employ or have as an amenity or feature any sort of drive-through service area or walk up service window to pedestrians or to motor vehicles.
  - c. Any proposed sign (whether lighted or not) associated with the advertising of any commercial use must either 1) be approved by the City Council, or 2) be in full compliance with sign covenants and restrictions applicable to the Project as may be incorporated into the Project Condominium Documents and expressly approved by Resolution of the City Council.

- d. No temporary signs on or visible from the exterior of a commercial establishment will be permitted except when located in a window of the establishment filling not more than 25% of the window space and for no more than 20 business days during any calendar year. Signs indicating that a business is open or closed or hours of operation, or containing governmentally required disclosures, shall not be deemed temporary signs.
- e. To the extent that a unit is for rent, one "For Rent" sign no larger than three feet by three feet (excluding stand) may be placed in or on the leased unit, or near the leased unit at a location approved by the Association. Additionally, if such sign is not reasonably visible to the general public from Melrose Avenue, one additional such sign may be placed within the Project at another location approved by the Association that is reasonably visible to the general public from Melrose Avenue. In connection with the initial leasing of the Developer's units, the Developer may either abide by the foregoing requirement or in lieu thereof place one leasing sign no larger than ten feet by ten feet (excluding stand) within the Project at a location reasonable visible to the general public from Melrose Avenue.
- f. To the extent that a unit is for sale, one "For Sale" sign no larger than three feet by three feet (excluding stand) may be placed in or on the unit for sale, or near the leased unit at a location approved by the Association. Additionally, if such sign is not reasonably visible to the general public from Melrose Avenue, an additional such sign may be placed within the Project at another location approved by the Association that is reasonably visible to the general public from Melrose Avenue. In connection with the initial sale of the Developer's units, the Developer may either abide by the foregoing requirement or in lieu thereof place one for sale sign no larger than ten feet by ten feet (excluding stand) within the Project at a location reasonable visible to the general public from Melrose Avenue.
- g. All Project unit owners, occupants and guests shall comply with the noise ordinances of the City and otherwise not create any noise nuisances. Additionally, no music shall be permitted to be played through exterior speakers within any outdoor commercial service areas after 9:00 p.m. on Sundays through Thursdays, or after 10:00 p.m. on Fridays and Saturdays. Any music played through exterior speakers within outdoor commercial service areas shall otherwise be in compliance with City ordinances and any additional rules that may be imposed by the Association.
- h. Commercial uses, other than fitness centers, may operate and remain open to the public between the hours of 6:00 a.m. and 10:00 p.m. on Sundays through Thursdays, and between the hours of 6:00 a.m. and 12:00 a.m. (midnight) on Fridays and Saturdays. Owners, tenants and Employees may enter upon and remain in the commercial space at other times for business purposes that do not involve the coming and going of customers or clients. Fitness centers may

operate twenty-four (24) hours per day seven (7) days per week, provided all such fitness activities are conducted inside the establishment.

- i. Commercial uses shall be limited to those uses specifically permitted by City ordinance, now or in the future, in the Multiple-Family Commercial zone. In the event such uses are modified by zoning amendment, previously existing permitted uses will be subject to the then applicable non-conforming use regulations of the zoning ordinance.
- j. Residential units may be occupied by a single "family" and no more than one person not a member of the family occupying the premises as part of an individual housekeeping unit. "Family" is defined for purposes of this Agreement in the same manner as it is defined by the City Ordinance 79 3(12), as now existing or hereafter amended, modified, renumbered, or substituted: "Family" is defined as one person or two or more persons related by blood, marriage, or adoption occupying a dwelling as an individual housekeeping unit.
- k. The Developer's obligations to remove snow and ice from City sidewalks as set forth in this Agreement shall be made part of the obligations of the Association in the Project Condominium Documents.
- l. The total number of multi-family residential dwelling units (residential condominium units) within the Project will initially be established by the Project Condominium Documents at or below the 80 maximum dwelling units permitted for the Project by City Ordinance #180. In accordance with any additional requirements of the Project Condominium Documents, (i) a residential condominium unit may be combined horizontally or vertically with one or more other residential condominium units to allow such combined units to be used as a larger single family dwelling unit under applicable City ordinances, or (ii) a larger residential condominium unit (or combined condominium units) may be divided into two or more smaller residential condominium sub-units (or units) to allow such smaller sub-units (or units) to be used as separate single family dwelling units under applicable City ordinances; provided the total number of residential dwelling units does not exceed the 80 residential dwelling units permitted for the Project by City ordinance. Similarly, in accordance with any additional requirements of the Project Condominium Documents, (i) a commercial condominium unit may be combined horizontally with one or more other commercial condominium units to allow such combined units to be used as a larger commercial space under applicable City ordinances, or (ii) a larger commercial condominium unit (or combined condominium units) may be divided into two or more smaller commercial condominium sub-units (or units) to allow such smaller sub-units (or units) to be used as separate commercial spaces under applicable City ordinances.
- m. No left turns shall be permitted from the Project directly onto Sunset Street.

- n. The Developer or Developer's successor (the Association) shall be responsible in perpetuity for the removal of snow and ice on City sidewalks on the north side of Melrose Avenue from the intersection of Melrose Avenue and Sunset Street west to the Project boundary. Snow removed shall not be deposited upon City streets but may be deposited adjacent to the sidewalk upon the area within the City right-of-way. All snow removed from other areas of the Project shall be deposited on the Project's property or elsewhere but not upon City streets, City right-of-way, or any other property owned or controlled by the City or upon private property (other than the Project) except with the permission of the property owner.
  - o. Developer and City acknowledge and agree that the residential portion of the Project is principally intended, and is being built to standards consistent with, owner occupied residential units, but that rental of such units by the Developer and/or subsequent owners is permissible. The residential units will be subject to the same rental requirements, restrictions, and definitions for family as other residential properties in the City. Additionally, the Condominium Declaration shall contain provisions giving the Association reasonable authority to adopt and implement rules to address any issues that may arise from rented units in order to protect owner occupants' peaceful use, enjoyment and unit values.
  - p. The Developer and/or the Project's owners' association shall under the Project Condominium Documents have the responsibility to maintain any exterior public space that is shown on the PUD plan or otherwise incorporated into the Project.
4. **Easements.** Before the issuance of any building permit for the Project, the Developer shall have granted to the City the following easements to be in a form approved by the City Attorney:
- a. An easement for the City's erection, maintenance, replacement and use of a bus shelter along Melrose Avenue as shown on the PUD Plan. The bus shelter shall be installed, maintained, repaired and replaced by the City.
  - b. An easement for any portion of the sidewalk adjacent to the Project along Melrose Avenue not within City right-of-way, which sidewalk shall be installed and maintained by the Developer or Developer's successors (Association and/or unit owners).
5. **Dedication of Right-of-way.** Before the issuance of any building permit for the Project, the Developer shall have dedicated to the City the portions of Melrose Avenue shown on the approved PUD Plan for dedication, with such dedication documentation to be in a form approved by the City Attorney.
6. **Public Infrastructure.** Before issuance of any occupancy permit for the Project, the Developer shall have completed construction of all City street, Traffic signal and sidewalk infrastructure improvements required of the Developer as shown on the

approved PUD Plan according to plans and specifications approved by the City's engineer, and such improvements shall have been accepted by the City.

7. **Timing of Construction.**

A. The Developer will use commercially reasonable efforts under all relevant circumstances to keep the Project advancing. Commencement of construction will be dependent on multiple factors such as, but not limited to: i) the timing of St. Andrew Church's vacation of the property; ii) final building plans completion; iii) Project financing arrangements; iv) construction bidding "climate"; iv) materials availability; vi) public infrastructure installation; vii) marketing, pre-sales and pre-leasing; viii) lender requirements; and ix) availability of municipal Project support.

B. Once construction commences, Developer shall use commercially reasonable efforts to complete construction as efficiently and in as timely a manner as the parameters of the project permit and to be substantially completed within two years after the commencement date.

C. In any event, construction on the Project shall commence within ten years after the date the City approves Developer's PUD Plan Application, and if construction does not commence within that period, then the City's approval of that PUD Plan Application and this Agreement are revoked automatically without requirement of further action by City; provided, however, the City shall give the Developer (or Developer's successor, as may be then applicable) not less than twenty-four months nor more than thirty-six months advance written notice of the automatic expiration of such ten year development period.

8. **Neighborhood Businesses.** Developer will use commercially reasonable efforts to secure tenants or owners for the commercial units within the Project to operate businesses from among the business uses permitted by applicable City ordinances. .
9. **Payment by the Developer of Costs and Fees.** The Developer has in writing already agreed to reimburse, and has already commenced reimbursing, the City for certain costs and fees associated with Developer's PUD Application. The Developer affirms its obligations to reimburse the City as specified in the previously executed agreement.
10. **Binding.** This Agreement is binding on the parties hereto and their respective successors and assigns.
11. **Complete Agreement.** The Agreement and the Approved PUD Plan represents the complete agreement of the parties on the matters contained herein.
12. **Other Matters.** At the time of negotiation of this Agreement matters relating to public infrastructure improvements and City participation in the Project were unresolved. The parties reserve certain matters for further discussion and resolution as part of the

anticipated discussions regarding “Gap financing”. Specific reserved items, not to be exclusive of others, include: 1) the allocation of responsibility and cost for any Sunset and Melrose Avenue intersection improvements and traffic signals; 2) the allocation of responsibility and cost for any Melrose Avenue and Project entrance drive intersection improvements and traffic signals; 3) limitations, if any, on the amount of commercial space that may be acquired by entities that are real estate tax exempt, 4) municipal space within the commercial portion of the Project; and 5) commencement of construction timeframes.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF UNIVERSITY HEIGHTS, IOWA

DEVELOPER

By: \_\_\_\_\_

\_\_\_\_\_

Louise From, Mayor

Jeffrey L. Maxwell

ATTEST: \_\_\_\_\_

Christine Anderson, City Clerk

[Add Acknowledgement Forms]

## Exhibit A – Legal Description of Site for

### **One University Place Project**

#### **St. Andrew Parcels**

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

and

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

#### **Maxwell Parcel**

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

Zadok Nampala  
23 Leamer Court  
Iowa City, Iowa 52246  
June 4, 2014

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

Dear Council Members, Mayor and residents of University Heights,

It is with regret that I tender my resignation from the University Height council, effective June 30<sup>th</sup> 2014. An opportunity that my wife and I could not pass opened up for us in Iowa Falls sooner than we had anticipated and we have to make the move in time so our children can start school there this fall.

I am grateful for having had the opportunity to serve on the Council of this fine City for the past 6 months and I offer my best wishes for city officials remaining behind. I regret that I will not be able to be a part of decisions being made regarding future city development. I would hope that my replacement, if one is appointed, would reflect the values and beliefs that I have held and demonstrated.

University Heights will always be my first home here in the United States and I look forward to continued friendship and connections.

Sincerely,

Zadok Nampala

## June 2014- Mayor Report

June 3<sup>rd</sup> Farmers Market- The first market had 21 vendors and a record attendance! Special thanks to Mike Haverkamp and his band for providing the wonderful music at the market!! Next Farmers Market is: **Tuesday, July 1 from 5:00-7:00pm** at the St. Andrew Presbyterian Church, 1300 Melrose Ave.

I received a letter of resignation from Margaret Donnelly on the Board of Adjustments. She will remain on the Board until June 30, 2014. I want to thank Margaret for her four years of service on the Board of Adjustments. Interested residents who want to serve on the Board of Adjustments please contact me no later than July 3.

The "Herky on Parade" Committee wants to place the last of the Herky's in University Heights-a special golden herky will be placed in "Triangle" Park. The committee is planning on an end of June placement. Thanks to city clerk, Chris Anderson for getting the "ball rolling" for a University Heights herky!

Meetings: Please let me know if you want more information.

May 13<sup>th</sup>- MPO-JC -TTAC meeting- Transportation Technical Advisory Committee- Highlights: Approved all recommendations for final approval at the Urbanized Area Policy Board.

May 14<sup>th</sup>, MPO-JC Urbanized Area Policy Board Meeting at the new Tiffin City Hall. Mayor pro tem, Silvia Quezada attended this meeting for me. Highlights: Final adoption of the FY2015-19 Passenger Transportation Plan and adoption of the FY2015 Transportation Planning Work Program. Next meeting is July 9.

May 23<sup>rd</sup>, Emergency Management Meeting- The commission evaluated the EMA director, Dave Wilson. Dave has been the Johnson county EMA director for 7 years.

May 29<sup>th</sup>, ECICOG, East Central Iowa Council of Governments- attended board meeting in Cedar Rapids as one of three reps from Johnson County-(City of Coralville, City of Iowa City & City of University Heights).

## June '14 – City Attorney's Report

### 1. Public Hearing on PUD Plan Application – One University Place.

- Tuesday's Council meeting will be preceded by a public hearing on the PUD Plan Application submitted by Jeff Maxwell for the development known as "One University Place". A public hearing is required by Ordinance No. 79(C)(2). You may view Ordinance 79 here: <http://www.university-heights.org/ord/ord079amend.pdf>.
- Mr. Maxwell and his representatives will be on hand Tuesday to present the PUD Plan Application and answer questions.
- The public hearing is the Council's formal opportunity to receive public input about the PUD Plan Application. The Council is not required to vote on the application now.
- The public hearing provides citizens the opportunity to comment on the PUD Plan Application. Such public input has been received and will continue to be received outside the confines of a "formal" public hearing; this forum is not the only or last opportunity for citizens to comment.
- The Council already has received reports from various City staff and contracting service providers. I will submit a report specifically related to the PUD Plan Application by separate email.
- The Council will need to decide how it desires to proceed with considering and, ultimately, voting on the PUD Plan Application. The possibility of holding a work session later in June has been discussed; I think that would be advisable given the amount of information before the Council – both in the form of the application itself and in the form of staff reports.

### 2. Council Member Resignation – Filling Vacancy. Having received Zadok Nampala's letter of resignation, the Council will consider a motion accepting the resignation and will also discuss the process for selecting a replacement. My understanding is that Zadok intends to remain a council member up through June 30, 2014. The Council's options for determining a replacement are as follows:

- The Council may appoint a replacement by publishing notice, considering applicants, and voting on those nominated by Council members. If appointment is the route selected, I would expect the Council to make the appointment at the July meeting, so that Zadok's seat on the Council is not vacant for longer than necessary.
- The Council may decide to fill the vacancy by a special election. The Council must give the Johnson County Auditor at least 60 days' advance notice of an intention to hold such an election. So, if the Council decides to fill the vacancy by election, the

soonest the election would occur would be mid-August; the Council could select a later date. The election may not be held at the same time as this year's general election. A special election would cost about \$1,500.00.

- If the Council decides to fill the vacancy by appointment, an election can still be triggered by a petition signed by a requisite number of citizens, which I estimate to be 45. If a petition is presented, then an election will be held no sooner than 60 days after the Council notifies the auditor. The petition may be presented within 14 days of publication of the notice to fill the vacancy by appointment or within 14 days of appointment. The Council's appointment would then be temporary and remain in effect only until the results of the election are certified.
  - Regardless of whether selected by Council appointment or by special election, the replacement Council member will remain in office and complete Zadok's unexpired term (i.e., serve through December 31, 2015).
3. **Agreement with Johnson County for SEATS Services.** The Council will consider a resolution that authorizes the Mayor to sign the renewal of the 28E Agreement with Johnson County for SEATS services. The Agreement provides for annual fees of \$8,443.92, a 12-cent (\$0.12) increase over present fiscal year's cost of 8,443.80. Other terms remain the same. Copies of the resolution and the proposed agreement are attached.
  4. **Agreement with Iowa City for Transit Services.** The Council will consider a resolution that authorizes the Mayor to sign the renewal of the 28E Agreement with Iowa City for transit services; the proposed contract price is \$35,522.00, an increase of 1.8% over present fiscal year's cost of \$34,894.00; the margin of increase – 1.8% - is the same as last year's renewal. Other terms remain the same. Copies of the resolution and the proposed agreement are attached.
  5. **Planting Trees in City ROW.** Council Member Miller reports that the owners of 230 Koser Avenue desire to plant two trees in the City right-of-way. City Ordinance No. 52 requires the Council to approve planting of trees on City property, including the right-of-way (parking or boulevard area). A resolution permitting the proposed trees – two "Autumn Gold" Ginkos – to be to be planted is attached.
  6. **Lease Renewal.** I met with Paul Moore about renewal of the lease for the City Office. We discussed several changes to the lease. One of my law partners, Patrick Ford, assisted with the lease discussions and changes, and we prepared a memorandum outlining the proposed changes. I am attaching these documents:
    - The memorandum outlining the lease changes.
    - A redlined/marked-up version of the lease showing the changes from the prior lease that appear in the proposed lease.
    - A "clean" version of the proposed lease.
    - A resolution authorizing the Mayor to sign the new lease; the Council will consider this resolution.

7. **Renewal of Refuse and Recycling Agreement.** The Council will consider a resolution authorizing the Mayor to sign a renewed agreement with Johnson County Refuse, Inc. for refuse removal and recycling services. At the time I am circulating this report, I do not have a copy of the proposed agreement. I will provide it once I do. A resolution is attached.
  
8. **Chief Fort's Retirement.** As you know, Chief Ron Fort has announced his intention to retire from the University Heights Police Department in September 2014. I have spoken with the Mayor about the process that Council may want to follow to select a replacement. I will outline my suggested process here, but please understand that the Council may desire to deviate from that; how to proceed is the Council's decision. Here is what I suggest:
  - Appoint a Police Chief Hiring Committee to guide the selection process. I suggest that Council Member Haverkamp be a member, as Chair of the Community Protection Committee. Perhaps one other Council Member, the Mayor, and/or one or more citizens could be identified and appointed.
  
  - Publish and circulate notice of the vacancy. I suggest sending notice of the vacancy, with a list of qualifications, and a description of the position, to the Iowa Law Enforcement Academy; the Iowa League of Cities; nearby law enforcement agencies; and other places identified by Chief Fort or other officers as a good place to post news of the career opportunity. I suggest asking Chief Fort and perhaps other officers to assist in describing the position and its duties. At a minimum, the City's population, geographic size and location, and the size of the department, and the routine duties of the Chief should be included. In the past, the Council has adopted a resolution identifying the duties for the City's Administrative Police Chief; a copy of Resolution No. 12-25 is attached for your reference. It may serve as a starting point for identifying job duties, even though the new Chief may be acting as an officer, too (not an "Administrative Chief").
  
  - Specify required application materials and the method and deadline for submitting them. I would think that a cover letter and the candidate's resume would be requested. ILEA and/or the League of Cities may have an application form; I will check that out. Candidates should be asked to submit by email or hardcopy or both, depending upon the Council or Hiring Committee's preferences. A deadline should be specified.
  
  - Task the Hiring Committee with making a hiring recommendation. The Council may desire that the Hiring Committee winnow down the list of applicants to two or three, then have final candidates appear before the entire Council for a "final interview" and decision. Or, the Council may prefer that the Hiring Committee narrow the list to one candidate and recommend that this candidate be hired. Presumably, the Council would instruct the Committee to have its work completed by a certain date – perhaps August

15. The Council should discuss the approach it desires and instruct the Hiring Committee accordingly.

- The Hiring Committee would have a variety of resources and discretion in completing its task(s). The Committee may desire input from UHPD officers, Chief Fort, City staff, ILEA, or others. The Committee would have the discretion to hold initial and follow-up interviews to complete its task.

9. **Surface Water Drainage Behind Olive Court.** At last month's meeting, the Council heard from Bruce Moyer, 905 Melrose Avenue, regarding drainage issues in the alley behind Olive Court. Since that meeting, Josiah Bilskemper and I have discussed the circumstances, and Josiah has spoken with Mr. Moyer. I have spoken with neighboring property owners. I believe a solution acceptable to all concerned has been agreed to in principle, and documents will be prepared to finalize things. I will report further on this matter.

10. **Parking on Yard – 1265 Melrose Avenue.** I have remained in communication with Marvin Sims, the owner of this property. Mr. Sims will be submitting affidavits from family members, perhaps among others, documenting the parking behind the home on his property over the years. These affidavits, together with the other information on hand, will be important in determining whether the parking there amounts to a pre-existing nonconforming use under the Zoning Ordinance (in other words, is the parking "grandfathered"). I will report further on this matter.

11. **Mediacom Franchise Fee.** At last month's meeting, a question was asked about whether Mediacom had been collecting (and remitting) the proper amount of franchise fee based upon the City's action in 2011 to increase the fee from 3% to 5%. At the time I am circulating this report, I do not have a final answer to that question, but I will report further when I do.

RESOLUTION NO. 14-15

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THE FY2015 AGREEMENT BETWEEN JOHNSON COUNTY, IOWA AND THE CITY OF UNIVERSITY HEIGHTS, IOWA FOR THE PROVISION OF PARATRANSIT SERVICE WITHIN THE COPROPRATE LIMITS OF UNIVERSITY HEIGHTS**

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

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

WHEREAS, the parties have negotiated a contract for paratransit service in FY2015 at a rate of \$8,443.92, a copy of which is attached and incorporated herein.

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

1. The attached FY2015 28E Agreement for paratransit services between Johnson County, Iowa and the City of University Heights, Iowa is hereby approved, and the Mayor of the City of University Heights, Iowa is hereby authorized to execute four (4) originals and the City Clerk to attest same on behalf of the City of University Heights, Iowa.
2. The County Auditor is directed to file a copy of said agreement with the Secretary of the State of Iowa and the Johnson County Recorder, as required by Iowa Code Chapter 28E.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

## **28E Agreement for Paratransit Service Between the City of University Heights and Johnson County for the Period of July 1, 2014 through June 30, 2015**

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

### **Scope of Services, Purposes and Objectives**

The County shall provide to the City through Johnson County SEATS paratransit service consistent with the Americans with Disabilities Act and the policies of the Metropolitan Planning Organization of Johnson County complementary paratransit plan.

### **General Powers, Responsibilities and Rights**

1. Paratransit service shall include any paratransit trips originating or ending within the corporate limits of the City of University Heights, unless said trip originated from North Liberty or is considered a Johnson County trip. A Johnson County trip shall include any trip taken by a resident of Johnson County who does not live in Iowa City, Coralville, North Liberty or University Heights; any trip that starts or ends within Johnson County but outside of Iowa City, Coralville, North Liberty or University Heights; and any trip taken that is paid for pursuant to the County's contract with Pathways.
2. Paratransit service shall be available throughout the same hours and days as fixed route service for the City. The City shall inform the County of any modification in hours of its fixed route service at least 30 days prior to any change in the hours of its fixed route service. The paratransit service shall operate on a holiday schedule consistent with the holidays of the City's fixed route service.
3. Paratransit service shall be operated as a door-to-door service. Service will be in compliance with the "SEATS Riders Guide" as amended.
4. The paratransit service shall be operated with a fare which shall be twice the fixed route fare for Iowa City Transit. Paratransit fares collected shall be retained by the County.
5. The City will make determinations of rider eligibility based upon an ADA certification process. Johnson County SEATS shall notify the City of a request for ADA certification on a weekly basis. It shall be the City's responsibility to notify Johnson County SEATS as to whether the applicant is ADA eligible. Priority for paratransit service will be given to persons certified under the ADA.
6. Johnson County SEATS shall maintain reporting statistics required by the Federal Transit Administration National Transit Database (formerly Federal Section 15 system). In addition Johnson County SEATS shall provide a management information system consisting of information for each trip provided. If the City

requests additional reports, the County will provide them at its cost to prepare them.

7. Johnson County SEATS shall comply with the Federal Transit Administration Drug and Alcohol testing requirements and shall be responsible for any and all costs associated with said drug and alcohol testing requirements. Johnson County SEATS shall comply with any other requirements of the Federal Transit Administration. Johnson County SEATS employees shall have all commercial drivers licenses required by law. Due to the possibility of federal capital assistance, exhibit A is attached and incorporated by this reference.

Each party agrees to release, indemnify and hold the other party, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, the other party by reason of any loss or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by the party or its servants, employees or agents of any covenant or condition of this Agreement or by any act or failure to act of those persons. The County shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the County's control.

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

1. The term of this Agreement shall commence on July 1, 2014 and continue for one year though and including June 30, 2015.
2. The City agrees to pay the County \$8,443.92 for the provision of paratransit service in FY2015. This amount shall be the total City funding to the County from the City for SEATS service in FY2015. Monthly payments of \$703.66 shall be due on or before the 15th of each month, with first said payment due in July of 2014.
3. The City of University Heights agrees to pay a five cent (\$.05) fuel surcharge to Johnson County SEATS when the average fuel cost per operating mile exceeds fifty cents (\$.50) per mile for a one month period. The fuel surcharge shall be applied to the number of revenue miles of paratransit service Johnson County SEATS provides for the City of University Heights. After the initial fifty cents (\$.50) per mile bench mark is met, an additional five cent (\$.05) charge shall be applied for each ten cent (\$.10) increase in fuel cost per operating mile. Johnson County SEATS will bill the City of University Heights for the previous month's additional fee after receiving the fuel bill and figuring the average cost per revenue mile. This payment is in addition to all other payments required by the contract.
4. Termination of this Agreement may be affected by either party upon written notice to the other party at least 45 days prior to the date of termination. In the

event this agreement is terminated, the County shall be entitled to all fares and prorated monthly payments, representing service provided through the 45-day notice period.

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

1. No separate legal entity is established by this Agreement.
2. This Agreement is between public agencies contracting to perform governmental service pursuant to Iowa Code section 28E.12.
3. This agreement represents the entire agreement between the City and the County for paratransit service. It may be amended only by written agreement signed by both parties.
4. Johnson County shall file this 28E agreement and any amendments with the Secretary of State in electronic format.

CITY OF UNIVERSITY HEIGHTS, IOWA

JOHNSON COUNTY, IOWA

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

By: \_\_\_\_\_  
Terrence Neuzil, Chairperson  
Board of Supervisors

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

ATTEST: \_\_\_\_\_  
Travis Weipert,  
County Auditor

CITY ACKNOWLEDGMENT

STATE OF IOWA )  
 )ss:  
JOHNSON COUNTY )

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

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

COUNTY ACKNOWLEDGEMENT

STATE OF IOWA )  
 )ss:  
JOHNSON COUNTY )

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

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

## **EXHIBIT A**

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

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

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

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

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

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

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

#### Fly America Requirement

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

#### Charter Bus Requirements

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

#### School Bus Requirements

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

#### Energy Conservation Requirement

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

### Clean Water Requirement

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

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

### Lobbying Disclosure Requirements and Prohibition

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

### Access to Records and Reports Requirements

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

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

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

#### Federal Changes

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

#### Clean Air

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

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

#### Recycled Products

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

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

#### No Federal Government Obligation to Third Parties

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

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

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

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

#### Termination

- (1) Termination for Convenience (General Provision)

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

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

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

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

(3) Opportunity to Cure General Provision

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

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

Government-wide Debarment and Suspension

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

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

### Civil Rights Requirements

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

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

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

#### Transit Employee Protective Agreements

The Contractor agrees to comply with:

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

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

#### Breaches and Dispute Resolution

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

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

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

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

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

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

State and Local Law Disclaimer

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

Incorporation of Federal Transit Administration (FTA) Terms

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

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

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

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

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

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

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

**Protest of Solicitation Administration**

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

Retention of Payment:

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

RESOLUTION NO. 14-16

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST THE FY2015 AGREEMENT BETWEEN THE CITY OF IOWA CITY AND THE CITY OF UNIVERSITY HEIGHTS FOR THE PROVISION OF TRANSIT SERVICE WITHIN THE CORPORATE LIMITS OF UNIVERSITY HEIGHTS**

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

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

WHEREAS, the parties have negotiated a contract for transit service in FY2015 at a rate of \$35,522, a copy of which is attached and incorporated herein.

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

1. The attached FY2015 28E Agreement for transit services between the City of Iowa City, Iowa and the City of University Heights, Iowa is hereby approved, and the Mayor is hereby authorized to execute and the City Clerk to attest in duplicate same on behalf of the City of University Heights.
2. The City Clerk is directed to file electronically a copy of said agreement with the Secretary of the State of Iowa, as required by Iowa Code Chapter 28E.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

**FY2015 28E AGREEMENT FOR TRANSIT SERVICES BETWEEN  
THE CITY OF IOWA CITY, IOWA AND THE CITY OF UNIVERSITY HEIGHTS, IOWA**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Iowa City, Iowa and the City of University Heights, Iowa, both municipal corporations.

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

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

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

***I. Scope of Services***

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

***II. Duration***

The term of this agreement shall commence July 1, 2014, and continue through and including June 30, 2015.

***III. Termination***

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

***IV. Compensation***

The City of University Heights agrees to pay \$35,522 for the provision of public transit service as herein described during FY2015. Payment shall be made in twelve monthly payments of \$2,960.17 each, to be received by the City of Iowa City on or before the 15th of each month.

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

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

CITY OF IOWA CITY

CITY OF UNIVERSITY HEIGHTS

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

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

Attest:

Attest:

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

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

Approved by:

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

STATE OF IOWA        )  
                                  ) ss:  
JOHNSON COUNTY    )

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

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

STATE OF IOWA        )  
                                  ) ss:  
JOHNSON COUNTY    )

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

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

RESOLUTION NO. 14-17

**RESOLUTION AUTHORIZING CERTAIN TREES  
TO BE PLANTED IN THE CITY RIGHT-OF-WAY  
AT SPECIFIED ADDRESSES**

**BE IT RESOLVED** by the City Council of University Heights, Iowa, that the following variety of tree is authorized to be planted in the City right-of-way at the address set forth, all in accordance with University Heights Ordinance No. 52(2) and at the recommendation of the Streets and Sidewalks committee chair:

230 Koser Avenue – two “Autumn Gold” Ginko tres

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

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Lane	_____	_____	_____
Miller	_____	_____	_____
Nampala	_____	_____	_____
Quezada	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 10<sup>th</sup> day of June, 2014.

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

ATTEST:

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

RESOLUTION NO. 14-14

**RESOLUTION AUTHORIZING MAYOR TO SIGN LEASE RENEWAL FOR CITY OFFICE WITH PAUL AND JANET MOORE**

**RESOLVED**, that the University Heights City Council hereby approves and authorizes the Mayor to sign the lease renewal for property at 1004 Melrose Avenue with Paul and Janet Moore in the form attached hereto as Exhibit "A".

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

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Lane	_____	_____	_____
Miller	_____	_____	_____
Nampala	_____	_____	_____
Quezada	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 10<sup>th</sup> day of June, 2014.

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

ATTEST:

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

**MEMORANDUM**

**DATE:** May 29, 2014

**TO:** University Heights City Council

**FROM:** Patrick Ford  
Steve Ballard

**Re: lease with Paul Moore for office space**

\*\*\*\*\*

Attached is a copy of the lease proposed by Paul and Janet Moore. For your ready reference, I'm also attaching a copy of the current lease, which expires at the end of May, 2014. The proposed lease differs from the current lease in the following material ways:

1. **Paragraph 1:** The proposed base rent is \$1,000.00 per month for the entire five-year term. In order to reach this amount, we talked with Paul about using the Consumer Price Index (CPI) available online through the Federal Reserve Bank. For the past five—year term, the monthly base rent under the lease was \$867.00. The CPI shows an increase to \$954.49 per month. Attached is a screen shot of the Federal Reserve Bank website, showing this calculation. As with past leases, the proposed lease does *not* call for a CPI-based increase in base rent each year. However, the proposed amount of \$1,000.00 is an attempt to account for the increase that would be applied each year, over the course of the entire five-year term.
  
2. **Paragraph 2:** The lease call for the City pay, as additional rent, 10 percent of all real estate taxes, insurance costs and common area maintenance (CAM) costs. (CAM costs include such things as parking lot snow removal, striping, and repair). Previous leases only called for the City to pay ten percent of the annual *increase* in the amounts paid for taxes and insurance. So, for example, under the terms of the previous lease, if Paul's premium for the first year is \$4,000.00, and the premium for the second year increases to \$4,500.00, then the City would pay ten percent of the increase -- \$50.00 (i.e., ten percent of \$500.00). Under the current proposal, the City would pay ten percent of the entire amount -- \$400 for the first year, and \$450 for the second year. Requiring a tenant to pay its

percentage of the entire amount of taxes, insurance, and CAM charges is customary in Johnson County (and elsewhere); frankly, the prior leases represented a favorable discount to the City.

As I understand it, Paul's insurance premium for 2013 was \$3,873.00. Thus, the City would have paid \$387.00 under the proposed calculation. That amounts to \$32.28 per month. I also understand that the real estate taxes for 2013 totaled \$23,594.00. Thus, the City would have paid \$2,359.40 under the proposed calculation. That amounts to \$196.62 per month. Finally, I understand that Paul's CAM expenses for 2013 totaled \$3,639.00. Thus, the City would have paid \$363.90 under the proposed calculation. That amounts to \$30.33 per month. The total of these proposed amounts is approximately \$259.23 per month.

The proposed lease calls for the City to pay 1/12 of Paul's estimated yearly expenses for taxes, insurance and CAM each month. When the year concludes, Paul will provide the City with copies of his actual expenses, and an adjustment will be made to account for the actual difference.

3. **Paragraph 23.** Because there is no longer any grass in front of the building, Paul has removed the provision calling for him to mow, and replaced it with language calling for him to maintain the bricked area and bike rack. Paul intends to add a receptacle for cigarette butts, and had added a provision to the lease calling for the City to dispose of those butts on a weekly basis.
4. **Garages.** The City currently rents two garage spaces from Paul. The City has been paying \$35.00 per month for the large garage space in the back of the lot. Paul proposes to increase that rental amount to \$40.00 per month. The City has also been using the garage space located directly beneath the Stella's location. The City indicated it would vacate that space in 2011, but did not do so, and has not been paying any rent for that space ever since then. Paul proposes to allow the City to continue to use that garage space for \$75.00 per month.

Neither of the garage spaces are contemplated in the lease agreement. Paul proposes that the garage spaces simply be rented on an oral, month-to-month basis.

We will not know the exact amount of the City's monthly rental expenses until Paul provides his estimated amounts for taxes, insurance, and CAM costs. However, using Paul's expenses for 2013 as an example only, the City's monthly expenses would be calculated as follows:

\$1,000.00	Base rent ( $\$60,000 \div 60 \text{ months} = \$1,000$ )
\$ 32.28	Insurance ( $\$3,873 \times 10\% = \$387.30 \div 12 \text{ months} = \$32.28$ )
\$ 196.62	Real estate taxes ( $\$23,594 \times 10\% = \$2,359.40 \div 12 \text{ months} = \$196.62$ )
\$ 30.33	CAM ( $\$3,639 \times 10\% = \$363.90 \div 12 \text{ months} = \$30.33$ )
\$ 40.00	Rear garage
<u>\$ 75.00</u>	Garage under Stella's
\$1,374.23	TOTAL monthly rent

## LEASE

**THIS LEASE AGREEMENT** is entered into by and between, the Paul J. Moore Revocable Trust and Janet L. Moore, husband and wife, hereinafter referred to as LESSOR, and City of University Heights, Iowa, a municipal corporation, hereinafter referred to as LESSEE, all on this 1st day of June, ~~2009~~2014.

### R E C I T A L S

A. LESSOR is the owner of a business building situated in University Heights, Iowa, a portion of which is known locally as 1004 Melrose Avenue and is identified on exhibit "A" hereto as "House of Boerner Drug".

B. The leasehold premises are described as follows: first floor area of approximately 542 square feet; basement storage area of approximately 342 square feet. (See attached exhibit "A").

C. LESSOR does therefore in consideration of the obligations of LESSEE under this agreement lease to LESSEE, and LESSEE leases from LESSOR, the above-described premises together with the rights, privileges, easements, and appurtenances thereto belonging, and together with the improvements constructed thereon, for a term of sixty (60) months beginning June 1, ~~2009~~2014, and running to and including May 31, ~~2014~~2019, plus the options to renew as hereinafter set forth.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE TERMS OF THIS LEASE ARE SUBJECT TO FOLLOWING:**

1. **RENT.** LESSEE agrees to pay LESSOR in Johnson County, Iowa, rental for said premises in the amount of ~~Fifty-Two~~Sixty Thousand ~~Twenty~~ Dollars ~~and no/100~~ (~~\$52,020.00~~\$60,000.00) to be paid in equal monthly installments of ~~\$867.00~~\$1,000.00 per month payable in advance on the 1st day of June, ~~2009~~2014, and in advance on the first day of each month thereafter during the continuance of this Lease. As additional rent, LESSEE will pay a portion of the common area maintenance expenses, real estate taxes and insurance as hereinafter set forth.

2. **ADDITIONAL OBLIGATIONS OF LESSEE.** During the term of this lease and any extensions thereof, LESSEE shall pay to LESSOR as additional rent ten percent (10%) of all real estate taxes that become due, ten percent (10%) of LESSOR's premium that comes due for casualty and liability insurance, and ten percent (10%)

of all expenses for common area maintenance including, but not limited to, snow removal, and striping and repair of the parking lots.

LESSOR shall estimate the annual amount of the expenses referred to in this section at the commencement of the term of this lease and at the beginning of each calendar year during the term of this lease and any extensions thereof, and LESSEE shall pay one-twelfth (1/12<sup>th</sup>) thereof monthly in advance, together with the payment of the monthly base rent. For calendar year 2014, said expenses are budgeted at \$~~\_\_\_\_\_~~260~~\_.00~~ per month. Within thirty (30) days after the end of each calendar year, LESSOR shall furnish LESSEE with a statement of the actual expenses referred to in this section prepared in accordance with generally accepted accounting principles consistently applied and there shall be an adjustment between LESSOR and LESSEE with payment to or repayment by LESSOR, as the accounting may require, to the end that LESSOR shall receive the entire amount of LESSEE'S annual share of the expenses referred to in this section for each period. Payments required to be made pursuant to LESSOR'S accounting shall be made within ten (10) days of the delivery of said accounting to LESSEE.

**3. USE OF PREMISES.** Said premises this shall be used for office space, police department, city council meetings, record storage, and other business related to the City of University Heights. This rental space is not to be used for sales of any items that will be in competition with other tenants in the building. The basement does not have legal fire exits: it is to be used only for storage of records and items; no personnel will be allowed to occupy this space on an hourly or daily basis. The basement is not heated. LESSOR agrees to have lower-level garage doors unlocked so LESSEE will have access to basement storage area from 7:00 a.m. to 4:30 p.m. Monday through Friday.

**34. IMPROVEMENTS.** LESSOR shall have no obligations to make any improvements on the premises, except as hereinafter stated in this paragraph. LESSEE agrees to accept the premises in their present condition. LESSEE agrees not to permit or allow said premises to be damaged or to depreciate in value by any act or negligence of LESSEE, and to repair and replace any part of the interior of said premises, including plate glass, that is or becomes broken, damaged, or destroyed by LESSEE, normal wear and tear excepted. LESSEE agrees, at LESSEE'S own cost and expense, to operate the business so as to conform to the applicable laws, rules, regulations, orders and notices of violations of any government authority, and LESSEE agrees to make all changes necessary to effect such conformity. LESSEE agrees not to use or occupy said premises during the term of this Lease in any manner that any buildings or improvements will not be insurable by

responsible insurance companies against loss or damage by fire and extended coverage and so as not to cause any increase in insurance rates on said premises. The basement is an unfinished area, but has emergency egress lighting. LESSEE agrees to purchase and maintain fire extinguishers as required for the rental space, one for basement and one or more for the first floor areas.

**45. CARE OF PREMISES.** LESSEE agrees to keep said premises in their completed condition in a clean and presentable condition and not to allow any refuse or debris to accumulate upon said premises or upon the adjoining property, parking lots, streets, and sidewalks, and, throughout the term of this Lease, and any renewal thereof, at LESSEE'S own cost and expense, to maintain and repair the interior of the premises including the plumbing, wiring, heating systems, and air conditioning systems, and further agrees that upon the expiration of this Lease or the termination thereof, or the default thereof, LESSEE will surrender immediate possession of said leased premises to LESSOR in the same condition as at the beginning of this Lease, normal wear and tear excepted. LESSEE will have the responsibility for all cleaning, maintenance, and repairs of the floors.

LESSOR shall maintain and repair the roof, exterior walls, and all structural repairs required to the building during the term of this Lease, and shall mow the grass and remove the snow from the parking lots and from the sidewalks that abut the leasehold premises.

LESSOR will dispose of refuse and debris if LESSEE has refuse and debris tied and contained in plastic trash-liner type bags. No liquids allowed. Styrofoam to be packed in a sealed box and then placed in plastic trash-liner type bags. All plastic trash bags and flattened cardboard boxes to be placed in LESSOR'S garage or any location as requested by LESSOR. LESSOR will recycle items if possible.

LESSEE agrees to keep the rental area **SMOKE FREE**. **NO SMOKING** signs to be posted and maintained by LESSEE. There is one large roof-mounted exhaust fan that removes air from the bathroom and first floor area. No other ventilation is available without opening the doors. LESSEE shall pay the cost of replacement of the heating and air conditioning systems and agrees to protect the present systems by routine maintenance by Brandt Heating and Air Conditioning, Inc.; or in the event that the same is unavailable, then by another qualified heating and air conditioning organization.

LESSEE at LESSEE'S expense shall maintain adequate insect and rodent control.

56. UTILITIES. LESSEE agrees to pay all utilities, including water and sewer, used on said premises to the persons, firms or corporations furnishing the same, and to comply with all rules, regulations, and requirements of said companies and all laws and ordinances of the City of University Heights, Iowa, relating thereto.

67. STATUTES AND ORDINANCES. LESSEE shall comply with all applicable ordinances of the City of University Heights, Iowa, all rules and regulations of the Johnson County Department of Public Health, and laws of the state of Iowa relative to said premises.

78. MECHANIC'S LIEN. LESSEE shall at all times promptly pay and discharge any and all liens and claims that may be asserted against the demised premises by reason of anything done or ordered or required to be done by or under the LESSEE in, on, or about the demised premises and shall hold LESSOR harmless from any damage, loss, expense or cost occasioned by such lien or claim, provided that nothing herein shall be construed to prevent LESSEE, if LESSEE desires to do so, from contesting the amount or validity of any such lien or claim so long as LESSOR is adequately secured from loss or damage pending the determination of the amount or validity thereof.

89. NO ORAL REPRESENTATION. No statement, representation, or promise with reference to this Lease or the premises leased, or as to any repairs, alterations, or improvements, and no alteration of the terms of this Lease shall be binding unless endorsed hereon in writing or on separate documents attached hereto signed by LESSOR and LESSEE.

910. CHANGES OR ALTERATIONS. LESSEE, at LESSEE'S own expense, but only with the written approval and consent of LESSOR, shall have the right to make changes in or alterations to said premises, and all such alterations, changes, or additions shall be the property of LESSOR and shall be surrendered with said premises on the termination of this Lease. LESSEE, however, shall have the right to remove all of LESSEE'S property, including all fixtures belonging to LESSEE, from said premises on the termination of this Lease, but provided only if LESSEE is not in default in the performance of any of the terms hereof. LESSEE further agrees that LESSEE will not make alterations of the premises if said alterations will materially decrease the value of the property under its existing state at the time of said alterations and will not make such alterations without advising all mechanics and material men in writing with copy to LESSOR that the LESSOR'S interest in said premises shall not be subject to a lien. Any signs installed by LESSEE shall meet all

requirements of all applicable ordinances and shall be approved by LESSOR prior to installation.

1011.        **DAMAGE BY FIRE OR OTHER CASUALTY.**    Should said premises, or any part thereof, be damaged by fire, however caused, or other casualty, so as to render said premises unfit for occupancy, and if said premises cannot be repaired or restored within one hundred twenty (120) days after such damage, either LESSOR or LESSEE shall have the privilege of canceling this Lease by giving written notice to the other party within thirty (30) days after the date of said damage. If the premises can be repaired within one hundred twenty (120) days, LESSOR shall make such repairs as are necessary to restore the premises to their former condition just prior to loss, at the expense of LESSOR, and during the period of repair LESSEE shall pay rent pro rata for the period and the portion used based upon a monthly rental of ~~Eight Hundred Sixty Seven and No/100~~ One Thousand Dollars (~~\$867.00~~\$1,000.00) ~~Dollars~~ per month or current monthly rent payment under any extensions of this Lease.

1112.        **CONDEMNATION.**    In the event the demised premises shall be totally or partially acquired or taken for public or quasi-public purposes by public authorities, by condemnation or otherwise, LESSEE and LESSOR shall pursue their respective rights against the acquiring authority independently of each other and shall demand separate awards and separate trials in seeking redress for all damages sustained by reason of the "taking".

1213.        **FIXTURES.**    LESSEE may, during the term of this Lease, remove its fixtures and equipment. All fixtures remaining at the time of expiration or termination of this Lease shall remain as the property of LESSOR.

1314.        **PAYMENT OF PERSONAL PROPERTY TAXES.**    As further consideration for the leasing aforesaid, LESSEE agrees to pay promptly as they become due and payable, and to indemnify and save harmless LESSOR from, personal property taxes, levied upon or assessed against LESSEE for property now or hereafter located upon the leased premises during the term of this Lease, or any extension thereof. LESSEE agrees to pay all personal property taxes assessed against LESSEE'S personal property on the premises covered by this Lease for the year in which this Lease is terminated, payable in the following year. ~~LESSEE will pay a share of increase in real estate taxes on the leasehold premises during the leasehold period and the extensions thereof. The parties agree that the base real estate taxes shall be defined as the amount of real estate taxes that became due and payable and a lien on LESSOR'S building, parking lot and surrounding land which includes the leasehold premises on July 1, 2009. On July 1, 2010, and on July 1 of each year thereafter, LESSEE will pay to~~

~~LESSOR an amount equal to ten (10) percent of the increase resulting from comparing the real estate taxes due on July 1 of that year with those taxes on July 1, 2009. This amount will be paid in one payment from LESSEE to LESSOR within thirty (30) days after LESSOR provides LESSEE with a calculation of the portion of taxes due supported by the appropriate tax statements from the Treasurer of Johnson County.~~

1415.        **INSURANCE.** At all times during the term of this Lease, LESSOR shall keep the leasehold premises insured with a good and responsible insurance company against loss or damage by fire, lightning, windstorm, and other perils. Casualty insurance on LESSEE'S property on said premises shall be the responsibility of LESSEE. LESSEE shall, at LESSEE'S sole cost and expense, carry such public liability insurance as may be necessary as to claims which might be asserted against the demised premises by reason of LESSEE'S use thereof, in an amount not less than \$1,000,000.00 for bodily injury and property damage combined per occurrence; and coverage shall include liability on the leased premises and all equipment located thereon and shall name LESSOR as additional insured. The policies, and all renewals thereof or copies thereof, or proper certificates evidencing such insurance shall be deposited with LESSOR. The parties hereto shall and will keep said premises and save the other harmless and indemnified from and against all penalties, claims, liabilities, or demands of whatsoever nature that may be made against the other or against said premises or improvements thereon, from and after the date of the commencement of this Lease and arising from or growing out of the use of the demised premises, including the failure by either party to keep, perform, and observe each and every one of the covenants, agreements, and conditions herein contained on its part to be kept, performed, and observed. Each of LESSOR and LESSEE hereby waive all right of recovery against the other, their respective agents and employees, for any loss or damage of any kind or nature to the extent that payment therefore is received from any insurance company, and it is further agreed by LESSOR and LESSEE that in the event of casualty, including fire, having its origin in some act or neglect or default of LESSOR or employees or LESSEE or employees or other lessees in said building, each party will look to its own insurance contracts for coverage of the loss suffered by each on its portion of the premises. In addition, each party shall direct its respective insurers to delete the right to subrogation clause from all of its respective property policies providing coverage of the premises and evidence of such waiver of subrogation shall then be furnished to the other party.

~~The parties agree that the current insurance premium incurred by LESSOR for the fire and other damages to the leasehold building and general liability, glass breakage, and~~

~~umbrella coverage for the building in which leasehold premises are located is now One Thousand Eight Hundred Forty Two (\$1,842.00) per year. LESSEE agrees to pay ten (10) percent of the increase in the annual premium starting January 1, 2010, and on the first day of January of each year thereafter during the term of the leasehold. The same shall be due in one payment thirty (30) days from the receipt from LESSOR of the calculation for the amount of said increase supported by the premium comparison information furnished by LESSOR'S insurance agency.~~ LESSEE shall insure at its expense its own equipment, inventory, and other tangible personal property located in leasehold premises.

1516.        **DEFAULT.**    LESSEE shall be deemed insolvent and a default of this Lease shall occur and give LESSOR the right to declare a forfeiture if LESSEE shall make an assignment for the benefit of creditors, or if a voluntary or involuntary petition is filed by or against LESSEE under any law having for its purpose the adjudications of LESSEE as a bankrupt of the extension of time of payment, or the extension, composition, adjustment, modification, settlement, or satisfaction of the liabilities of LESSEE, or if a receiver be appointed for the property of LESSEE by reason of the insolvency or alleged insolvency of LESSEE, and not be discharged within thirty (30) days; and upon the happening of any of these events, the Lease shall be deemed breached and terminated and LESSOR shall have the right to take possession of the premises by giving three days notice to LESSEE at the above address. LESSEE shall likewise be deemed to be in default of this Lease if LESSEE fails to pay rent within ten (10) days of any due date, or if LESSEE shall neglect or fail to perform or observe any of the covenants contained in this Lease. LESSOR shall be entitled, notwithstanding any other provisions of this Lease, to recover the difference between the total rent, which LESSOR is able to obtain in a new Lease for the balance of the term and the remaining rent to be paid hereunder, and LESSOR shall be entitled to recover said damages and shall be entitled to payment therefor monthly as rent would have been due under this Lease, and nothing herein shall be construed as requiring LESSOR to defer enforcement or collection until the Lease term expires.

1617.        **INSPECTIONS.**    LESSOR or their agents may have free access to said premises at all reasonable times and under reasonable conditions so as not to unreasonably interfere with the conduct of LESSEE'S business and for the purpose of examining the same or to determine if the terms of this Lease are being observed by LESSEE, and LESSOR may, at any time within thirty (30) days before the expiration or sooner termination of this lease, enter upon said premises and affix the ordinary and usual signs for the sale or leasing of said premises.

1718.        **RESTRICTIONS.**    LESSEE agrees that LESSEE will not use any materials, chemicals, or other substances on said premises that will cause undesirable smoke or odors in or about the premises leased or in or about any other part of the building containing said premises.

1819.        **PARKING.**    The University Heights Mayor, Council Members, Commission and Board Members, staff, police department, employees, and residents or other citizens having business with the City shall have the right to use the existing parking lots for short-term parking. No parking of any sort shall be permitted pursuant to this lease on days when The University of Iowa hosts football games in Kinnick Stadium. LESSEE shall have the primary use for its employees of two (2) parking stalls in the existing parking lots. The parking stalls allocated to LESSEE are identified on Exhibit "B" attached hereto. Hours for parking are 7:00 o'clock a.m. to 10:00 o'clock p.m. daily (although no parking of any sort is permitted on days when The University of Iowa hosts football games in Kinnick Stadium). No overnight parking or storage of vehicles is allowed in the parking lots. LESSOR and LESSEE will coordinate the use of the parking and the general parking lots with the other tenants of the building.

1920.        **REMEDIES.**    It is mutually agreed that this Lease is made upon the express condition that LESSEE shall always keep and perform all LESSEE'S covenants and agreements hereunder and make all payments due hereunder promptly and at the time and in the manner stipulated, and time shall be of the essence of this Lease; and no remedy herein or otherwise conferred upon or reserved to LESSOR shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy hereunder given, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to LESSOR shall be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of LESSOR to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein. No waiver or any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or waiver of, acquiescence in, or consent to, any further or succeeding breach of the same covenants.

2021.        **LITIGATION.**    LESSEE further agrees that LESSEE will pay all costs and statutory attorneys' fees reasonably and necessarily incurred by or against LESSEE in enforcing the covenants, agreements, terms and provisions of the Lease; and all

such costs and reasonable attorneys' fees if paid by LESSOR and the rent reserved in this Lease and the payment of all moneys provided in this Lease to be made to LESSOR shall be, and they are hereby declared to be, a first lien upon the leasehold estate hereby created.

2122.        **FORFEITURE ON DEFAULT.** It is further covenanted and agreed by and between the parties hereto that any demand for rent made after it becomes due shall have the same force and effect as if made on the day it falls due; that if any default shall be made by LESSEE in any payments of rents, or if LESSEE shall fail to keep and perform any other covenant, condition, or agreement herein provided on the part of LESSEE to be performed, and such default shall exist for a period of ten (10) days then in that case LESSOR may serve upon said LESSEE written notice of such default; and if such default shall then continue without being remedied for a period of thirty (30) days after the service of such notice, then it shall and may be lawful for the LESSOR, without further notice, to declare said demised term ended and to re-enter and re-possess the said demised premises, either with or without process of law, and the said LESSEE does in each event hereby waive any demand for possession of the demised premises and all buildings and improvements then situated thereon; and LESSEE covenants and agrees, upon the termination of said demised term at the election of said LESSOR, or in any other way, to surrender and deliver up said above-described premises peaceably to said LESSOR, or the agents or attorney of LESSOR, immediately upon the termination of said demised term.

2223.        **EXTERIOR PREMISES.** LESSOR agrees with LESSEE to maintain plate glass insurance coverage on the plate glass on the leased premises, insuring the same against damage from any and all cause other than damage by LESSEE. LESSOR further agrees to keep and maintain the walks adjoining the leasehold premises in a safe condition (including snow removal) so as to provide safe ingress and egress to said leased premises, and LESSOR further to ~~keep the lawn mowed in the yard adjoining the leased premises~~maintain the bricked area the bike rack. LESSEE shall be responsible for picking up and disposing of refuse, including cigarette butts from LESSOR's exterior receptacle, in front of the premises and adjacent area. This shall be done on a weekly basis.

2324.        **NOTICE.** Any notice required under the terms of this Lease shall be in writing and shall be deemed perfected by either a personal delivery to the receiving party or by posting the same by certified mail to the receiving at their last known address. Until LESSOR/LESSEE notify the other to the contrary the addresses for such notices shall be:

1. For LESSOR: Paul J. Moore  
~~Janet L. Moore~~  
3771 Cottage Reserve Road NE  
Solon, Iowa 52333
  
2. For LESSEE: City of University Heights  
1004 Melrose Avenue  
Iowa City, Iowa 52246

2425. **ASSIGNMENT AND SUBLETTING.** LESSEE shall not sublet the demised premises in whole or in part, and shall not assign this Lease or any portion thereof without the prior written consent of LESSOR (which consent shall not be unreasonably withheld), and if done without said written consent, shall be null and void.

2526. **QUIET POSSESSION.** LESSOR hereby covenants that said premises are free from any restrictions or limitations on their use which will prevent or interfere with such use for office space, police department, city council meetings, and other business related to the City of University Heights and if LESSEE shall keep and perform all of the covenants of this Lease on the part of LESSEE to be performed, LESSOR will guarantee to LESSEE the quiet, peaceable, and uninterrupted possession of said premises.

2627. **SUCCESSORS.** This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, assigns, and successors in interest.

2728. **OPTION TO RENEW.** In the event that LESSEE has fully performed its obligations under this Lease the LESSEE shall be entitled to one successive option to extend the Lease for five (5) years. In the event the option is exercised, all the terms of this Lease shall remain the same except the parties shall agree upon the rent to be paid during the extended leasehold period, or if unable to agree shall share equally the costs of a mutually selected qualified appraiser to determine the fair rental income of the leasehold premises, considering that all other terms of this Lease shall remain the same, except that the base tax year for the real estate tax adjustment will be changed to the taxes due on the first day of July of the first year of the last extended leasehold period. The option to extend or renew this Lease shall be exercised by written notice thereof from LESSEE to LESSOR no later than ninety (90) days prior to the expiration of the leasehold period.

LESSEE

LESSOR

CITY OF UNIVERSITY  
HEIGHTS, IOWA

\_\_\_\_\_  
Paul J. Moore

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

\_\_\_\_\_  
~~Janet L. Moore~~

Attest: \_\_\_\_\_  
Christine Anderson,  
City Clerk

LESSEE

LESSOR

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF JOHNSON            )

On this \_\_\_\_ day of \_\_\_\_\_, ~~2009~~2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paul J. Moore, Trustee of the Paul J. Moore Revocable Trust, and Janet L. Moore, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that ~~they~~he executed said instrument as ~~their~~his voluntary act and deed.

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

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF JOHNSON            )

On this ~~12th~~ \_\_\_\_ day of ~~May~~ \_\_\_\_\_, ~~2009~~2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Louise From and Christine Anderson, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of University Heights, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the motion adopted by the City Council on the ~~12th~~ \_\_\_\_ day of ~~May~~ \_\_\_\_\_, ~~2009~~2014, and that Louise From and Christine Anderson, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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Notary Public in and for  
State of Iowa

| [ek/clientepjf/Moore, P./UHeights/\\_cityofficesleasewMoore:dml+rk](#)

## **LEASE**

**THIS LEASE AGREEMENT** is entered into by and between the Paul J. Moore Revocable Trust, hereinafter referred to as LESSOR, and City of University Heights, Iowa, a municipal corporation, hereinafter referred to as LESSEE, all on this 1st day of June, 2014.

### **R E C I T A L S**

A. LESSOR is the owner of a business building situated in University Heights, Iowa, a portion of which is known locally as 1004 Melrose Avenue and is identified on exhibit "A" hereto as "House of Boerner Drug".

B. The leasehold premises are described as follows: first floor area of approximately 542 square feet; basement storage area of approximately 342 square feet. (See attached exhibit "A").

C. LESSOR does therefore in consideration of the obligations of LESSEE under this agreement lease to LESSEE, and LESSEE leases from LESSOR, the above-described premises together with the rights, privileges, easements, and appurtenances thereto belonging, and together with the improvements constructed thereon, for a term of sixty (60) months beginning June 1, 2014, and running to and including May 31, 2019, plus the options to renew as hereinafter set forth.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE TERMS OF THIS LEASE ARE SUBJECT TO FOLLOWING:**

1. **RENT.** LESSEE agrees to pay LESSOR in Johnson County, Iowa, rent for said premises in the amount of Sixty Thousand Dollars (\$60,000.00) to be paid in equal monthly installments of \$1,000.00 per month payable in advance on the 1st day of June, 2014, and in advance on the first day of each month thereafter during the continuance of this Lease. As additional rent, LESSEE will pay a portion of the common area maintenance expenses, real estate taxes and insurance as hereinafter set forth.

2. **ADDITIONAL OBLIGATIONS OF LESSEE.** During the term of this lease and any extensions thereof, LESSEE shall pay to LESSOR as additional rent ten percent (10%) of all real estate taxes

that become due, ten percent (10%) of LESSOR's premium that comes due for casualty and liability insurance, and ten percent (10%) of all expenses for common area maintenance including, but not limited to, snow removal, and striping and repair of the parking lots.

LESSOR shall estimate the annual amount of the expenses referred to in this section at the commencement of the term of this lease and at the beginning of each calendar year during the term of this lease and any extensions thereof, and LESSEE shall pay one-twelfth (1/12<sup>th</sup>) thereof monthly in advance, together with the payment of the monthly base rent. For calendar year 2014, said expenses are budgeted at \$260.00 per month. Within thirty (30) days after the end of each calendar year, LESSOR shall furnish LESSEE with a statement of the actual expenses referred to in this section prepared in accordance with generally accepted accounting principles consistently applied and there shall be an adjustment between LESSOR and LESSEE with payment to or repayment by LESSOR, as the accounting may require, to the end that LESSOR shall receive the entire amount of LESSEE'S annual share of the expenses referred to in this section for each period. Payments required to be made pursuant to LESSOR's accounting shall be made within ten (10) days of the delivery of said accounting to LESSEE.

**3. USE OF PREMISES.** Said premises this shall be used for office space, police department, city council meetings, record storage, and other business related to the City of University Heights. This rental space is not to be used for sales of any items that will be in competition with other tenants in the building. The basement does not have legal fire exits: it is to be used only for storage of records and items; no personnel will be allowed to occupy this space on an hourly or daily basis. The basement is not heated. LESSOR agrees to have lower-level garage doors unlocked so LESSEE will have access to basement storage area from 7:00 a.m. to 4:30 p.m. Monday through Friday.

**4. IMPROVEMENTS.** LESSOR shall have no obligations to make any improvements on the premises, except as hereinafter stated in this paragraph. LESSEE agrees to accept the premises in their present condition. LESSEE agrees not to permit or allow said premises to be damaged or to depreciate in value by any act or negligence of LESSEE, and to repair and replace any part of the interior of said premises, including plate glass, that is or becomes broken, damaged, or destroyed by LESSEE, normal wear and tear excepted. LESSEE agrees, at LESSEE'S own cost and expense, to operate the business so as to conform to the applicable laws,

rules, regulations, orders and notices of violations of any government authority, and LESSEE agrees to make all changes necessary to effect such conformity. LESSEE agrees not to use or occupy said premises during the term of this Lease in any manner that any buildings or improvements will not be insurable by responsible insurance companies against loss or damage by fire and extended coverage and so as not to cause any increase in insurance rates on said premises. The basement is an unfinished area, but has emergency egress lighting. LESSEE agrees to purchase and maintain fire extinguishers as required for the rental space, one for basement and one or more for the first floor areas.

5. **CARE OF PREMISES.** LESSEE agrees to keep said premises in their completed condition in a clean and presentable condition and not to allow any refuse or debris to accumulate upon said premises or upon the adjoining property, parking lots, streets, and sidewalks, and, throughout the term of this Lease, and any renewal thereof, at LESSEE'S own cost and expense, to maintain and repair the interior of the premises including the plumbing, wiring, heating systems, and air conditioning systems, and further agrees that upon the expiration of this Lease or the termination thereof, or the default thereof, LESSEE will surrender immediate possession of said leased premises to LESSOR in the same condition as at the beginning of this Lease, normal wear and tear excepted. LESSEE will have the responsibility for all cleaning, maintenance, and repairs of the floors.

LESSOR shall maintain and repair the roof, exterior walls, and all structural repairs required to the building during the term of this Lease, and shall mow the grass and remove the snow from the parking lots and from the sidewalks that abut the leasehold premises.

LESSOR will dispose of refuse and debris if LESSEE has refuse and debris tied and contained in plastic trash-liner type bags. **No liquids allowed.** Styrofoam to be packed in a sealed box and then placed in plastic trash-liner type bags. All plastic trash bags and flattened cardboard boxes to be placed in LESSOR'S garage or any location as requested by LESSOR. LESSOR will recycle items if possible.

LESSEE agrees to keep the rental area **SMOKE FREE.** **NO SMOKING** signs to be posted and maintained by LESSEE. There is one large roof-mounted exhaust fan that removes air from the bathroom and first floor area. No other ventilation is available without opening the doors. LESSEE shall pay the cost

of replacement of the heating and air conditioning systems and agrees to protect the present systems by routine maintenance by Brandt Heating and Air Conditioning, Inc.; or in the event that the same is unavailable, then by another qualified heating and air conditioning organization.

LESSEE at LESSEE'S expense shall maintain adequate insect and rodent control.

6. **UTILITIES.** LESSEE agrees to pay all utilities, including water and sewer, used on said premises to the persons, firms or corporations furnishing the same, and to comply with all rules, regulations, and requirements of said companies and all laws and ordinances of the City of University Heights, Iowa, relating thereto.

7. **STATUTES AND ORDINANCES.** LESSEE shall comply with all applicable ordinances of the City of University Heights, Iowa, all rules and regulations of the Johnson County Department of Public Health, and laws of the state of Iowa relative to said premises.

8. **MECHANIC'S LIEN.** LESSEE shall at all times promptly pay and discharge any and all liens and claims that may be asserted against the demised premises by reason of anything done or ordered or required to be done by or under the LESSEE in, on, or about the demised premises and shall hold LESSOR harmless from any damage, loss, expense or cost occasioned by such lien or claim, provided that nothing herein shall be construed to prevent LESSEE, if LESSEE desires to do so, from contesting the amount or validity of any such lien or claim so long as LESSOR is adequately secured from loss or damage pending the determination of the amount or validity thereof.

9. **NO ORAL REPRESENTATION.** No statement, representation, or promise with reference to this Lease or the premises leased, or as to any repairs, alterations, or improvements, and no alteration of the terms of this Lease shall be binding unless endorsed hereon in writing or on separate documents attached hereto signed by LESSOR and LESSEE.

10. **CHANGES OR ALTERATIONS.** LESSEE, at LESSEE'S own expense, but only with the written approval and consent of LESSOR, shall have the right to make changes in or alterations to said premises, and all such alterations, changes, or additions shall be the property of LESSOR and shall be surrendered with said premises on the termination of this Lease.

LESSEE, however, shall have the right to remove all of LESSEE'S property, including all fixtures belonging to LESSEE, from said premises on the termination of this Lease, but provided only if LESSEE is not in default in the performance of any of the terms hereof. LESSEE further agrees that LESSEE will not make alterations of the premises if said alterations will materially decrease the value of the property under its existing state at the time of said alterations and will not make such alterations without advising all mechanics and material men in writing with copy to LESSOR that the LESSOR'S interest in said premises shall not be subject to a lien. Any signs installed by LESSEE shall meet all requirements of all applicable ordinances and shall be approved by LESSOR prior to installation.

11. **DAMAGE BY FIRE OR OTHER CASUALTY.** Should said premises, or any part thereof, be damaged by fire, however caused, or other casualty, so as to render said premises unfit for occupancy, and if said premises cannot be repaired or restored within one hundred twenty (120) days after such damage, either LESSOR or LESSEE shall have the privilege of canceling this Lease by giving written notice to the other party within thirty (30) days after the date of said damage. If the premises can be repaired within one hundred twenty (120) days, LESSOR shall make such repairs as are necessary to restore the premises to their former condition just prior to loss, at the expense of LESSOR, and during the period of repair LESSEE shall pay rent pro rata for the period and the portion used based upon a monthly rental of One Thousand Dollars (\$1,000.00) per month or current monthly rent payment under any extensions of this Lease.

12. **CONDEMNATION.** In the event the demised premises shall be totally or partially acquired or taken for public or quasi-public purposes by public authorities, by condemnation or otherwise, LESSEE and LESSOR shall pursue their respective rights against the acquiring authority independently of each other and shall demand separate awards and separate trials in seeking redress for all damages sustained by reason of the "taking".

13. **FIXTURES.** LESSEE may, during the term of this Lease, remove its fixtures and equipment. All fixtures remaining at the time of expiration or termination of this Lease shall remain as the property of LESSOR.

14. **PAYMENT OF PERSONAL PROPERTY TAXES.** As further consideration for the leasing aforesaid, LESSEE agrees to pay promptly as they become due and payable, and to indemnify and

save harmless LESSOR from, personal property taxes levied upon or assessed against LESSEE for property now or hereafter located upon the leased premises during the term of this Lease, or any extension thereof. LESSEE agrees to pay all personal property taxes assessed against LESSEE'S personal property on the premises covered by this Lease for the year in which this Lease is terminated, payable in the following year.

15. **INSURANCE.** At all times during the term of this Lease, LESSOR shall keep the leasehold premises insured with a good and responsible insurance company against loss or damage by fire, lightning, windstorm, and other perils. Casualty insurance on LESSEE'S property on said premises shall be the responsibility of LESSEE. LESSEE shall, at LESSEE'S sole cost and expense, carry such public liability insurance as may be necessary as to claims which might be asserted against the demised premises by reason of LESSEE'S use thereof, in an amount not less than \$1,000,000.00 for bodily injury and property damage combined per occurrence; and coverage shall include liability on the leased premises and all equipment located thereon and shall name LESSOR as additional insured. The policies, and all renewals thereof or copies thereof, or proper certificates evidencing such insurance shall be deposited with LESSOR. The parties hereto shall and will keep said premises and save the other harmless and indemnified from and against all penalties, claims, liabilities, or demands of whatsoever nature that may be made against the other or against said premises or improvements thereon, from and after the date of the commencement of this Lease and arising from or growing out of the use of the demised premises, including the failure by either party to keep, perform, and observe each and every one of the covenants, agreements, and conditions herein contained on its part to be kept, performed, and observed. Each of LESSOR and LESSEE hereby waive all right of recovery against the other, their respective agents and employees, for any loss or damage of any kind or nature to the extent that payment therefore is received from any insurance company, and it is further agreed by LESSOR and LESSEE that in the event of casualty, including fire, having its origin in some act or neglect or default of LESSOR or employees or LESSEE or employees or other lessees in said building, each party will look to its own insurance contracts for coverage of the loss suffered by each on its portion of the premises. In addition, each party shall direct its respective insurers to delete the right to subrogation clause from all of its respective property policies providing coverage of the premises and evidence of such waiver of subrogation shall then be furnished to the other party.

LESSEE shall insure at its expense its own equipment, inventory, and other tangible personal property located in leasehold premises. 16. **DEFAULT.** LESSEE shall be deemed insolvent and a default of this Lease shall occur and give LESSOR the right to declare a forfeiture if LESSEE shall make an assignment for the benefit of creditors, or if a voluntary or involuntary petition is filed by or against LESSEE under any law having for its purpose the adjudications of LESSEE as a bankrupt of the extension of time of payment, or the extension, composition, adjustment, modification, settlement, or satisfaction of the liabilities of LESSEE, or if a receiver be appointed for the property of LESSEE by reason of the insolvency or alleged insolvency of LESSEE, and not be discharged within thirty (30) days; and upon the happening of any of these events, the Lease shall be deemed breached and terminated and LESSOR shall have the right to take possession of the premises by giving three days notice to LESSEE at the above address. LESSEE shall likewise be deemed to be in default of this Lease if LESSEE fails to pay rent within ten (10) days of any due date, or if LESSEE shall neglect or fail to perform or observe any of the covenants contained in this Lease. LESSOR shall be entitled, notwithstanding any other provisions of this Lease, to recover the difference between the total rent, which LESSOR is able to obtain in a new Lease for the balance of the term and the remaining rent to be paid hereunder, and LESSOR shall be entitled to recover said damages and shall be entitled to payment therefor monthly as rent would have been due under this Lease, and nothing herein shall be construed as requiring LESSOR to defer enforcement or collection until the Lease term expires.

17. **INSPECTIONS.** LESSOR or their agents may have free access to said premises at all reasonable times and under reasonable conditions so as not to unreasonably interfere with the conduct of LESSEE'S business and for the purpose of examining the same or to determine if the terms of this Lease are being observed by LESSEE, and LESSOR may, at any time within thirty (30) days before the expiration or sooner termination of this lease, enter upon said premises and affix the ordinary and usual signs for the sale or leasing of said premises.

18. **RESTRICTIONS.** LESSEE agrees that LESSEE will not use any materials, chemicals, or other substances on said premises that will cause undesirable smoke or odors in or about the premises leased or in or about any other part of the building containing said premises.

19. **PARKING.** The University Heights Mayor, Council Members, Commission and Board Members, staff, police department, employees, and residents or other citizens having business with the City shall have the right to use the existing parking lots for short-term parking. No parking of any sort shall be permitted pursuant to this lease on days when The University of Iowa hosts football games in Kinnick Stadium. LESSEE shall have the primary use for its employees of two (2) parking stalls in the existing parking lots. The parking stalls allocated to LESSEE are identified on Exhibit "B" attached hereto. Hours for parking are 7:00 o'clock a.m. to 10:00 o'clock p.m. daily (although no parking of any sort is permitted on days when The University of Iowa hosts football games in Kinnick Stadium). No overnight parking or storage of vehicles is allowed in the parking lots. LESSOR and LESSEE will coordinate the use of the parking and the general parking lots with the other tenants of the building.

20. **REMEDIES.** It is mutually agreed that this Lease is made upon the express condition that LESSEE shall always keep and perform all LESSEE'S covenants and agreements hereunder and make all payments due hereunder promptly and at the time and in the manner stipulated, and time shall be of the essence of this Lease; and no remedy herein or otherwise conferred upon or reserved to LESSOR shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy hereunder given, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to LESSOR shall be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of LESSOR to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein. No waiver or any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or waiver of, acquiescence in, or consent to, any further or succeeding breach of the same covenants.

21. **LITIGATION.** LESSEE further agrees that LESSEE will pay all costs and statutory attorneys' fees reasonably and necessarily incurred by or against LESSEE in enforcing the covenants, agreements, terms and provisions of the Lease; and all such costs and reasonable attorneys' fees if paid by LESSOR and the rent reserved in this Lease and the payment of all moneys provided in this Lease to be made to LESSOR shall be, and

they are hereby declared to be, a first lien upon the leasehold estate hereby created.

22. **FORFEITURE ON DEFAULT.** It is further covenanted and agreed by and between the parties hereto that any demand for rent made after it becomes due shall have the same force and effect as if made on the day it falls due; that if any default shall be made by LESSEE in any payments of rents, or if LESSEE shall fail to keep and perform any other covenant, condition, or agreement herein provided on the part of LESSEE to be performed, and such default shall exist for a period of ten (10) days then in that case LESSOR may serve upon said LESSEE written notice of such default; and if such default shall then continue without being remedied for a period of thirty (30) days after the service of such notice, then it shall and may be lawful for the LESSOR, without further notice, to declare said demised term ended and to re-enter and re-possess the said demised premises, either with or without process of law, and the said LESSEE does in each event hereby waive any demand for possession of the demised premises and all buildings and improvements then situated thereon; and LESSEE covenants and agrees, upon the termination of said demised term at the election of said LESSOR, or in any other way, to surrender and deliver up said above-described premises peaceably to said LESSOR, or the agents or attorney of LESSOR, immediately upon the termination of said demised term.

23. **EXTERIOR PREMISES.** LESSOR agrees with LESSEE to maintain plate glass insurance coverage on the plate glass on the leased premises, insuring the same against damage from any and all cause other than damage by LESSEE. LESSOR further agrees to keep and maintain the walks adjoining the leasehold premises in a safe condition (including snow removal) so as to provide safe ingress and egress to said leased premises, and LESSOR further to maintain the bricked area the bike rack. LESSEE shall be responsible for picking up and disposing of refuse, including cigarette butts from LESSOR's exterior receptacle, in front of the premises and adjacent area. This shall be done on a weekly basis.

24. **NOTICE.** Any notice required under the terms of this Lease shall be in writing and shall be deemed perfected by either a personal delivery to the receiving party or by posting the same by certified mail to the receiving at their last known address. Until LESSOR/LESSEE notify the other to the contrary the addresses for such notices shall be:

1. For LESSOR: Paul J. Moore  
  
3771 Cottage Reserve Road NE  
Solon, Iowa 52333
  
2. For LESSEE: City of University Heights  
1004 Melrose Avenue  
Iowa City, Iowa 52246

25. **ASSIGNMENT AND SUBLETTING.** LESSEE shall not sublet the demised premises in whole or in part, and shall not assign this Lease or any portion thereof without the prior written consent of LESSOR (which consent shall not be unreasonably withheld), and if done without said written consent, shall be null and void.

26. **QUIET POSSESSION.** LESSOR hereby covenants that said premises are free from any restrictions or limitations on their use which will prevent or interfere with such use for office space, police department, city council meetings, and other business related to the City of University Heights and if LESSEE shall keep and perform all of the covenants of this Lease on the part of LESSEE to be performed, LESSOR will guarantee to LESSEE the quiet, peaceable, and uninterrupted possession of said premises.

27. **SUCCESSORS.** This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, assigns, and successors in interest.

28. **OPTION TO RENEW.** In the event that LESSEE has fully performed its obligations under this Lease the LESSEE shall be entitled to one successive option to extend the Lease for five (5) years. In the event the option is exercised, all the terms of this Lease shall remain the same except the parties shall agree upon the rent to be paid during the extended leasehold period, or if unable to agree shall share equally the costs of a mutually selected qualified appraiser to determine the fair rental income of the leasehold premises, considering that all other terms of this Lease shall remain the same, except that the base tax year for the real estate tax adjustment will be changed to the taxes due on the first day of July of the first year of the last extended leasehold period. The option to extend or renew this Lease shall be exercised by written notice thereof from LESSEE to LESSOR no later than ninety (90) days prior to the expiration of the leasehold period.

**LESSEE**

**LESSOR**

CITY OF UNIVERSITY  
HEIGHTS, IOWA

\_\_\_\_\_  
Paul J. Moore

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

Attest: \_\_\_\_\_  
Christine Anderson,  
City Clerk

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF JOHNSON            )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paul J. Moore, Trustee of the Paul J. Moore Revocable Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed said instrument as his voluntary act and deed.

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

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF JOHNSON            )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Louise From and Christine Anderson, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of University Heights, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the motion adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2014, and that Louise From and Christine Anderson, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

**City Clerk Report  
May 2014**

- **One building permit received since the last meeting:**
  - 114 Highland Avenue – 2<sup>nd</sup> floor garage art studio**
- **Three rental permits received since the last meeting:**
  - 120 Golfview Avenue – e-mailed property owner to see if permit is for FY15**
  - 114 Grandview Court – e-mailed property owner to see if permit is for FY15**
  - 306 Highland Drive**
- **Worked with Treasurer Kimura to send workers compensation audit to insurance company. This is a yearly audit once the city's insurance policy has been renewed.**
- **Working with Council member Quezada to update the rental brochure, rental permit form and renewal letter for FY15 rental permit mailing.**

City of University Heights									
Cash Receipts and Disbursements by Fund									
July 1, 2013 to May 31, 2014									
	CAPITAL PROJECTS	GENERAL FUND	DEBT SERVICE	POLICE FORFEITURE	ROAD USE TAX	EMPLOYEE BENEFITS			TOTAL
<b>Receipts</b>									
Local Option Sales Tax		\$ 30,325.81						\$	30,325.81
Property Tax		\$ 539,432.08	\$ 32,159.01			\$ 58,237.96		\$	629,829.05
Other City Taxes		\$ 3,633.96	\$ 216.63			\$ 392.32		\$	4,242.91
Licenses and Permits		\$ 25,537.01						\$	25,537.01
Use of Money and Property		\$ 3,460.28		\$ 3.91		\$ 312.82		\$	3,777.01
Intergovernmental	\$ 166,708.94	\$ 6,939.20			\$ 90,343.88			\$	263,992.02
Charges for Services		\$ 454.92						\$	454.92
Special Assessments								\$	-
Miscellaneous		\$ 125,567.69						\$	125,567.69
Other Financing Sources								\$	-
<b>Total Receipts</b>	\$ 166,708.94	\$ 735,350.95	\$ 32,375.64	\$ 3.91	\$ 90,343.88	\$ 58,943.10		\$	1,083,726.42
<b>Disbursements</b>									
Capital Projects	\$ 170,953.22							\$	170,953.22
Payroll Expenses						\$ 210.00		\$	210.00
Public Safety						\$ 43,295.84		\$	390,215.67
Public Works		\$ 311,181.68			\$ 51,224.46			\$	199,660.96
Culture & Recreation		\$ 121,822.28						\$	40,893.37
Community & Economic Dev.		\$ 40,893.37						\$	1,527.65
General Government		\$ 1,527.65						\$	121,288.86
Principal/Interest		\$ 119,254.97				\$ 1,856.85		\$	32,691.61
Uncategorized/Miscellaneous								\$	
<b>Total Disbursements</b>	\$ 170,953.22	\$ 594,679.95	\$ 32,691.61	\$ -	\$ 51,224.46	\$ 45,362.69		\$	957,441.34
<b>Net Cash Increase (Decrease)</b>	\$ (4,244.28)	\$ 140,671.00	\$ (315.97)	\$ 3.91	\$ 39,119.42	\$ 13,580.41		\$	188,814.49
<b>Balance, beginning of year</b>	\$ (185,319.62)	\$ 563,566.86	\$ (321.55)	\$ (2,811.61)	\$ (33,822.77)	\$ (23,463.15)		\$	317,828.16
<b>Balance, end of period</b>	\$ (189,563.90)	\$ 704,237.86	\$ (637.52)	\$ (2,807.70)	\$ 5,296.65	\$ (9,882.74)		\$	506,642.65

**City of University Heights, Iowa**  
**Profit & Loss Budget vs. Actual**  
 July 2013 through May 2014

	CAPITAL PROJECTS		GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	Budget
Ordinary Income/Expense								
Income								
GENERAL PROPERTY TAXES	0.00		539,432.08	98.4%	548,241.00	98.4%	32,159.01	0.00
OTHER CITY TAXES	0.00		33,959.77	112.0%	30,326.00	112.0%	216.63	0.00
LICENSES & PERMITS	0.00		25,537.01	106.9%	23,890.00	106.9%	0.00	0.00
USE OF MONEY & PROPERTY	0.00		3,460.28	73.6%	4,700.00	73.6%	0.00	3.91
INTERGOVERNMENTAL/SHARED REVENUE	166,709.94	100.0%	6,939.20	78.2%	8,879.00	78.2%	0.00	0.00
CHARGES FOR SERVICES	0.00		454.92	45.5%	1,000.00	45.5%	0.00	0.00
MISCELLANEOUS REVENUES	0.00		125,567.69	90.7%	138,500.00	90.7%	0.00	0.00
<b>Total Income</b>	<b>166,708.94</b>	<b>100.0%</b>	<b>735,350.95</b>	<b>97.3%</b>	<b>755,536.00</b>	<b>97.3%</b>	<b>32,375.64</b>	<b>3.91</b>
Gross Profit	166,708.94	100.0%	735,350.95	97.3%	755,536.00	97.3%	32,375.64	3.91
Expense								
CAPITAL PROJECTS	170,953.22		0.00		0.00		0.00	0.00
Payroll Expenses	0.00		0.00		0.00		0.00	0.00
PUBLIC SAFETY	0.00		311,181.68	84.4%	368,720.00	84.4%	0.00	0.00
PUBLIC WORKS	0.00		121,822.28	88.9%	136,975.00	88.9%	0.00	0.00
CULTURE & RECREATION	0.00		40,893.37	97.4%	41,993.00	97.4%	0.00	0.00
COMMUNITY & ECONOMIC DEV.	0.00		1,527.65	30.6%	5,000.00	30.6%	0.00	0.00
GENERAL GOVERNMENT	0.00		119,254.97	75.8%	157,253.00	75.8%	0.00	0.00
DEBT SERVICE	0.00		0.00		157,253.00		32,691.61	0.00
<b>Total Expense</b>	<b>170,953.22</b>	<b>95.9%</b>	<b>594,679.95</b>	<b>83.8%</b>	<b>709,941.00</b>	<b>83.8%</b>	<b>32,691.61</b>	<b>0.00</b>
Net Ordinary Income	-4,244.28	37.0%	140,671.00	308.5%	45,595.00	308.5%	-315.97	3.91
<b>Net Income</b>	<b>-4,244.28</b>	<b>37.0%</b>	<b>140,671.00</b>	<b>308.5%</b>	<b>45,595.00</b>	<b>308.5%</b>	<b>-315.97</b>	<b>3.91</b>
								<b>0.00</b>

**City of University Heights, Iowa**  
**Profit & Loss Budget vs. Actual**  
 July 2013 through May 2014

	POLICE FORF...		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14
Ordinary Income/Expense								
Income								
GENERAL PROPERTY TAXES		0.00			58,237.96	59,187.00	98.4%	629,829.05
OTHER CITY TAXES		0.00			392.32			34,568.72
LICENSES & PERMITS		0.00			0.00			25,537.01
USE OF MONEY & PROPERTY		0.00			312.82			3,777.01
INTERGOVERNMENTAL/SHARED REVENUE		90,343.88	112,000.00	80.7%	0.00	0.00		263,992.02
CHARGES FOR SERVICES		0.00			454.92	0.00		1,000.00
MISCELLANEOUS REVENUES		0.00			0.00	0.00		125,567.69
<b>Total Income</b>		<b>90,343.88</b>	<b>112,000.00</b>	<b>80.7%</b>	<b>58,943.10</b>	<b>59,187.00</b>	<b>99.6%</b>	<b>1,083,726.42</b>
Expense								
CAPITAL PROJECTS		0.00			0.00			170,953.22
Payroll Expenses		0.00			210.00			210.00
PUBLIC SAFETY		0.00			79,033.99	63,349.00	124.8%	390,215.67
PUBLIC WORKS		77,838.68	96,250.00	80.9%	0.00			199,660.96
CULTURE & RECREATION		0.00			0.00			40,893.37
COMMUNITY & ECONOMIC DEV.		0.00			0.00			1,527.65
GENERAL GOVERNMENT		0.00			2,033.89	2,226.00	91.4%	121,288.66
DEBT SERVICE		0.00			0.00			32,691.61
<b>Total Expense</b>		<b>77,838.68</b>	<b>96,250.00</b>	<b>80.9%</b>	<b>81,277.88</b>	<b>65,575.00</b>	<b>123.9%</b>	<b>967,441.34</b>
<b>Net Ordinary Income</b>		<b>12,505.20</b>	<b>15,750.00</b>	<b>79.4%</b>	<b>-22,334.78</b>	<b>-6,388.00</b>	<b>349.6%</b>	<b>126,285.08</b>
<b>Net Income</b>	<b>100.0%</b>	<b>12,505.20</b>	<b>15,750.00</b>	<b>79.4%</b>	<b>-22,334.78</b>	<b>-6,388.00</b>	<b>349.6%</b>	<b>43,491.00</b>
								<b>290.4%</b>

## City of University Heights, Iowa Profit & Loss Budget vs. Actual

July 2013 through May 2014

	CAPITAL PROJECTS		GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	Budget
Ordinary Income/Expense								
Income								
GENERAL PROPERTY TAXES								
Transit Levy	0.00		42,641.76	98.4%	0.00		0.00	
Library Services Levy	0.00		15,559.06	98.4%	0.00		0.00	
Regular Property Tax	0.00		468,006.74	98.4%	0.00		0.00	
Debt Service Levy	0.00		0.00		32,159.01	98.4%	0.00	
Insurance Levy	0.00		13,184.52	98.4%	0.00		0.00	
Benefits Levies	0.00		0.00		0.00		0.00	
<b>Total GENERAL PROPERTY TAXES</b>	<b>0.00</b>		<b>539,432.08</b>	<b>98.4%</b>	<b>32,159.01</b>	<b>98.4%</b>	<b>0.00</b>	
OTHER CITY TAXES								
Local Option Sales Tax	0.00		30,325.81	100.0%	0.00		0.00	
Utility Excise Tax	0.00		3,633.96		216.63		0.00	
<b>Total OTHER CITY TAXES</b>	<b>0.00</b>		<b>33,959.77</b>	<b>112.0%</b>	<b>216.63</b>		<b>0.00</b>	
LICENSES & PERMITS								
Beer/Wine/Liquor/Cig Permits	0.00		390.00	100.0%	0.00		0.00	
Building/Equipment Permits	0.00		9,922.01	99.2%	0.00		0.00	
Misc. Licenses/Permits	0.00		0.00		0.00		0.00	
Parking Permits	0.00		900.00	90.0%	0.00		0.00	
Rental Permits	0.00		14,325.00	114.6%	0.00		0.00	
<b>Total Misc. Licenses/Permits</b>	<b>0.00</b>		<b>15,225.00</b>	<b>112.8%</b>	<b>0.00</b>		<b>0.00</b>	
<b>Total LICENSES &amp; PERMITS</b>	<b>0.00</b>		<b>25,537.01</b>	<b>106.9%</b>	<b>0.00</b>		<b>0.00</b>	
USE OF MONEY & PROPERTY								
Interest on Cash Investments	0.00		3,460.28	73.6%	0.00		3.91	
<b>Total USE OF MONEY &amp; PROPERTY</b>	<b>0.00</b>		<b>3,460.28</b>	<b>73.6%</b>	<b>0.00</b>		<b>3.91</b>	
INTERGOVERNMENTAL/SHARED REVENUE								
State Shared Revenues	166,708.94	100.0%	0.00		0.00		0.00	
IDOT funds-wide sidewalk proj	0.00		0.00		0.00		0.00	
Road Use/Street Construction	166,708.94	100.0%	0.00		0.00		0.00	
<b>Total State Shared Revenues</b>	<b>166,708.94</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	
Other State Grants/Reimburse.	0.00		878.90	100.0%	0.00		0.00	
Storm Damage Funds	0.00		6,060.30	75.8%	0.00		0.00	
Seatbelt Incent/Traffic Safety	0.00		6,939.20	78.2%	0.00		0.00	
<b>Total Other State Grants/Reimburse.</b>	<b>0.00</b>		<b>6,939.20</b>	<b>78.2%</b>	<b>0.00</b>		<b>0.00</b>	
<b>Total INTERGOVERNMENTAL/SHARED REVEN...</b>	<b>166,708.94</b>	<b>100.0%</b>	<b>6,939.20</b>	<b>78.2%</b>	<b>0.00</b>		<b>0.00</b>	
CHARGES FOR SERVICES								
Rental Inspection	0.00		400.00	66.7%	0.00		0.00	
Police Reports	0.00		54.92	13.7%	0.00		0.00	
<b>Total CHARGES FOR SERVICES</b>	<b>0.00</b>		<b>454.92</b>	<b>45.5%</b>	<b>0.00</b>		<b>0.00</b>	
MISCELLANEOUS REVENUES								
Cable TV Franchise	0.00		9,250.92	100.0%	0.00		0.00	
Contributions	0.00		2,250.00	180.0%	0.00		0.00	
Fines	0.00		4,250.00	85.8%	0.00		0.00	
Traffic Fines-Clk of Ct	0.00		107,133.71	103.0%	0.00		0.00	
<b>Total Fines</b>	<b>0.00</b>		<b>111,423.71</b>	<b>102.2%</b>	<b>0.00</b>		<b>0.00</b>	
Misc. Income	0.00		942.00	94.2%	0.00		0.00	
Other	0.00		942.00	94.2%	0.00		0.00	
<b>Total Misc. Income</b>	<b>0.00</b>		<b>1,000.00</b>	<b>94.2%</b>	<b>0.00</b>		<b>0.00</b>	

## City of University Heights, Iowa Profit & Loss Budget vs. Actual

July 2013 through May 2014

	CAPITAL PROJECTS		GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14	Budget	Jul '13 - May 14	Budget	Jul '13 - May 14
Refunds and Reimbursements	0.00			1,701.06	18,000.00	9.5%	0.00	0.00
<b>Total MISCELLANEOUS REVENUES</b>	0.00			125,567.69	138,500.00	90.7%	0.00	0.00
<b>Total Income</b>	166,708.94	166,709.00	100.0%	735,350.95	755,536.00	97.3%	32,375.64	3.91
<b>Gross Profit</b>	166,708.94	166,709.00	100.0%	735,350.95	755,536.00	97.3%	32,375.64	3.91
<b>Expense</b>								
<b>CAPITAL PROJECTS</b>								
Wide Sidewalk Project	170,953.22	178,175.00	95.9%	0.00			0.00	0.00
Sunset St wide sidewalk	170,953.22	178,175.00	95.9%	0.00			0.00	0.00
<b>Total Wide Sidewalk Project</b>	170,953.22	178,175.00	95.9%	0.00			0.00	0.00
<b>Total CAPITAL PROJECTS</b>	170,953.22	178,175.00	95.9%	0.00			0.00	0.00
Payroll Expenses	0.00			0.00			0.00	0.00
<b>PUBLIC SAFETY</b>								
Crossing Guard	0.00			0.00	200.00	0.0%	0.00	0.00
Supplies	0.00			0.00			0.00	0.00
Salaries	0.00			4,237.50	4,500.00	94.2%	0.00	0.00
Crossing Guard	0.00			4,237.50	4,500.00	94.2%	0.00	0.00
<b>Total Salaries</b>	0.00			4,237.50	4,500.00	94.2%	0.00	0.00
<b>Employee Benefits &amp; Costs</b>	0.00			0.00			0.00	0.00
IPERS	0.00			0.00			0.00	0.00
Unemployment Compensation	0.00			0.00			0.00	0.00
Medicare	0.00			0.00			0.00	0.00
FICA	0.00			0.00			0.00	0.00
<b>Total Employee Benefits &amp; Costs</b>	0.00			0.00			0.00	0.00
<b>Total Crossing Guard</b>	0.00			4,237.50	4,700.00	90.2%	0.00	0.00
<b>Police</b>								
Police Gross Wages	0.00			20,478.97	32,000.00	64.0%	0.00	0.00
Holiday & Other Pay	0.00			194,783.19	210,000.00	92.8%	0.00	0.00
Police Gross Wages	0.00			0.00	24.00	0.0%	0.00	0.00
Salaries-Reserves	0.00			215,262.16	242,024.00	88.9%	0.00	0.00
<b>Total Police Gross Wages</b>	0.00			215,262.16	242,024.00	88.9%	0.00	0.00
<b>Police Benefits &amp; Costs</b>	0.00			0.00			0.00	0.00
Police FICA	0.00			0.00			0.00	0.00
Police Medicare	0.00			0.00			0.00	0.00
Police IPERS	0.00			0.00			0.00	0.00
Police Health Insurance	0.00			0.00			0.00	0.00
Police Workers Compensation	0.00			0.00			0.00	0.00
Police SUTA	0.00			0.00			0.00	0.00
<b>Total Police Benefits &amp; Costs</b>	0.00			0.00			0.00	0.00
<b>Staff Development</b>								
Regular Officer Training	0.00			0.00	7,000.00	0.0%	0.00	0.00
Academy Training	0.00			1,111.16	4,000.00	27.8%	0.00	0.00
Skills Training/Testing	0.00			42.00	2,000.00	2.1%	0.00	0.00
Training Supplies	0.00			1,153.16	13,000.00	8.9%	0.00	0.00
<b>Total Regular Officer Training</b>	0.00			1,153.16	13,000.00	8.9%	0.00	0.00
<b>Total Staff Development</b>	0.00			1,153.16	13,000.00	8.9%	0.00	0.00
<b>Repair/Maint/Utilities</b>								
Vehicle Operations	0.00			0.00	500.00	0.0%	0.00	0.00
Other	0.00			9,847.87	16,000.00	61.5%	0.00	0.00
Fuel	0.00			336.48	700.00	48.1%	0.00	0.00
Washes	0.00			10,184.35	17,200.00	59.2%	0.00	0.00
<b>Total Vehicle Operations</b>	0.00			10,184.35	17,200.00	59.2%	0.00	0.00

**City of University Heights, Iowa  
Profit & Loss Budget vs. Actual**

July 2013 through May 2014

	CAPITAL PROJECTS		GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget
<b>Vehicle Repair</b>	0.00		0.00		0.00		0.00	
Bicycle Maint/Repair	0.00		0.00	0.0%	0.00		0.00	
Car Maint/Repair	0.00		7,095.24	78.8%	0.00		0.00	
Total Vehicle Repair	0.00		7,095.24	77.1%	0.00		0.00	
<b>Telecommunications Expense</b>	0.00		210.90	21.1%	0.00		0.00	
IT Support	0.00		2,716.72	104.5%	0.00		0.00	
Verizon/Pager Fees/Mediacom	0.00		2,927.62	81.3%	0.00		0.00	
Total Telecommunications Expense	0.00		20,207.21	67.4%	0.00		0.00	
<b>Total Repair/Maint/Utilities</b>	0.00		0.00		0.00		0.00	
<b>Contractual Services</b>	0.00		0.00	0.0%	0.00		0.00	
Police Insurance-Car/Liability	0.00		0.00	0.0%	0.00		0.00	
Payments to Other Agencies	0.00		0.00	0.0%	0.00		0.00	
Evidence testing	0.00		0.00	0.0%	0.00		0.00	
County Jail/Service/Filing Fees	0.00		0.00	0.0%	0.00		0.00	
Tech. Services Bureau - St. IA	0.00		0.00	0.0%	0.00		0.00	
Total Payments to Other Agencies	0.00		0.00	0.0%	0.00		0.00	
Printing/Copying	0.00		0.00	0.0%	0.00		0.00	
Garage Rental	0.00		2,400.00	100.0%	0.00		0.00	
Prof Serv-Psych Testing-Physica	0.00		466.00	93.2%	0.00		0.00	
Total Contractual Services	0.00		2,866.00	29.7%	0.00		0.00	
<b>Commodities</b>	0.00		0.00		0.00		0.00	
Minor Equipment	0.00		2,368.19	67.7%	0.00		0.00	
Regular Officer Uniform	0.00		1,532.55	102.2%	0.00		0.00	
Operating Police Equipment	0.00		3,900.74	78.0%	0.00		0.00	
Total Minor Equipment	0.00		2,674.00	89.1%	0.00		0.00	
Major Equipment	0.00		2,674.00	89.1%	0.00		0.00	
Car Equipment	0.00		2,674.00	89.1%	0.00		0.00	
Total Major Equipment	0.00		0.00		0.00		0.00	
Supplies	0.00		1,233.77	41.1%	0.00		0.00	
Office Supplies	0.00		10,792.79	359.8%	0.00		0.00	
Operating Supplies	0.00		2,221.52	63.5%	0.00		0.00	
Ammunition	0.00		63.59	21.2%	0.00		0.00	
Postage/Shipping	0.00		248.37	12.4%	0.00		0.00	
Other Supplies	0.00		14,560.04	123.4%	0.00		0.00	
Total Supplies	0.00		21,134.78	106.7%	0.00		0.00	
Total Commodities	0.00		260,623.31	82.9%	0.00		0.00	
<b>Total Police</b>	0.00		31,820.00	94.0%	0.00		0.00	
<b>Fire</b>	0.00		3,520.00	176.0%	0.00		0.00	
Contracts w/Other Agencies	0.00		33,440.37	98.9%	0.00		0.00	
Coraville Fire Dept	0.00		33,440.37	98.9%	0.00		0.00	
Hydrant Flush-City of Iowa City	0.00		0.00		0.00		0.00	
Total Contracts w/Other Agencies	0.00		0.00		0.00		0.00	
<b>Total Fire</b>	0.00		33,440.37	98.9%	0.00		0.00	
<b>Hazmat-Johnson County</b>	0.00		525.50	99.9%	0.00		0.00	
<b>Building Inspections</b>	0.00		12,355.00	81.3%	0.00		0.00	
Building / Rental Inspection	0.00		12,355.00	81.3%	0.00		0.00	
Total Building Inspections	0.00		311,181.68	84.4%	0.00		0.00	
<b>Total PUBLIC SAFETY</b>	0.00		368,720.00	84.4%	0.00		0.00	
<b>PUBLIC WORKS</b>	0.00		0.00	0.0%	0.00		0.00	
Roads, Bridges, & Sidewalks	0.00		0.00	0.0%	0.00		0.00	
Storm water permit	0.00		0.00	0.0%	0.00		0.00	

# City of University Heights, Iowa

## Profit & Loss Budget vs. Actual

July 2013 through May 2014

12:38 AM  
06/05/14  
Cash Basis

	CAPITAL PROJECTS		GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	Budget
Contractual Services	0.00							
Engineering Fees								
Repairs/Improvements	46,871.62	88.4%	53,000.00		0.00		0.00	
Pavement management	0.00		0.00		0.00		0.00	
Curb ramp projects	0.00		0.00		0.00		0.00	
Local panel replacements	0.00		0.00		0.00		0.00	
Asphale patch projects	0.00		0.00		0.00		0.00	
Arterial panel replacements	0.00		0.00		0.00		0.00	
Traffic sign assessment/mgmt	0.00		0.00		0.00		0.00	
Total Repairs/Improvements	0.00		0.00		0.00		0.00	
Striping/Curb Renumbering	0.00		0.00		0.00		0.00	
Total Contractual Services	46,871.62	88.4%	53,000.00	88.4%	0.00		0.00	
Street Lighting Electricity	0.00		0.00		0.00		0.00	
Traffic Controls and Safety	0.00		0.00		0.00		0.00	
Street Signs-Commodities	0.00		0.00		0.00		0.00	
Traffic Light Electricity	0.00		0.00		0.00		0.00	
Total Traffic Controls and Safety	0.00		0.00		0.00		0.00	
Snow Removal-Contractual	0.00		0.00		0.00		0.00	
Street Sweeping-Contractual	-470.00		-470.00		0.00		0.00	
Total Roads, Bridges, & Sidewalks	46,401.62	82.9%	56,000.00	82.9%	0.00		0.00	
Other Public Works	0.00		0.00		0.00		0.00	
Contracts-Other Agencies	0.00		0.00		0.00		0.00	
IC Animal Center	3,002.12	91.7%	3,275.00	91.7%	0.00		0.00	
IC Bus Service	31,934.72	91.5%	34,894.00	91.5%	0.00		0.00	
SEATS Service	7,740.26	91.7%	8,444.00	91.7%	0.00		0.00	
Total Contracts-Other Agencies	42,677.10	91.6%	46,613.00	91.6%	0.00		0.00	
Total Other Public Works	42,677.10	91.6%	46,613.00	91.6%	0.00		0.00	
Sanitation	0.00		0.00		0.00		0.00	
Contractual	0.00		0.00		0.00		0.00	
Trash/Recycling	19,243.56	92.2%	20,862.00	92.2%	0.00		0.00	
Leaf Vacuuming	13,500.00	100.0%	13,500.00	100.0%	0.00		0.00	
Total Contractual	32,743.56	95.3%	34,362.00	95.3%	0.00		0.00	
Total Sanitation	32,743.56	95.3%	34,362.00	95.3%	0.00		0.00	
Total PUBLIC WORKS	121,822.28	88.9%	136,975.00	88.9%	0.00		0.00	
CULTURE & RECREATION	0.00		0.00		0.00		0.00	
Resident Guide Printing	0.00		800.00	0.0%	0.00		0.00	
Community Support Projects	623.81	78.0%	800.00	78.0%	0.00		0.00	
Library	39,592.80	100.0%	39,593.00	100.0%	0.00		0.00	
Parks	0.00		0.00		0.00		0.00	
Park Expenses	676.76	84.6%	800.00	84.6%	0.00		0.00	
Total Parks	676.76	84.6%	800.00	84.6%	0.00		0.00	
Total CULTURE & RECREATION	40,893.37	97.4%	41,993.00	97.4%	0.00		0.00	
COMMUNITY & ECONOMIC DEV.	0.00		0.00		0.00		0.00	
Tree Trimming/Lawn Care	1,527.65	30.6%	5,000.00	30.6%	0.00		0.00	
Total COMMUNITY & ECONOMIC DEV.	1,527.65	30.6%	5,000.00	30.6%	0.00		0.00	
GENERAL GOVERNMENT	0.00		0.00		0.00		0.00	
Mayor/Council Operations	0.00		0.00		0.00		0.00	
Salaries-Regular Part Time	3,000.00	75.0%	4,000.00	75.0%	0.00		0.00	
Council	1,475.25	75.0%	1,967.00	75.0%	0.00		0.00	
Mayor	4,475.25	75.0%	5,967.00	75.0%	0.00		0.00	
Total Salaries-Regular Part Time	0.00		0.00		0.00		0.00	

**City of University Heights, Iowa**  
**Profit & Loss Budget vs. Actual**

July 2013 through May 2014

12:38 AM

06/05/14

Cash Basis

	CAPITAL PROJECTS		GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	Budget
Employee Benefits & Costs	0.00							
FICA	0.00		0.00		0.00		0.00	0.00
Medicare	0.00		0.00		0.00		0.00	0.00
Unemployment Compensation	0.00		0.00		0.00		0.00	0.00
Total Employee Benefits & Costs	0.00		0.00		0.00		0.00	0.00
Total Mayor/Council Operations	0.00		4,475.25	75.0%	5,967.00		0.00	0.00
Clerk/Treasurer & Finance Admin								
Salaries-Regular Part Time	0.00		8,461.05	89.1%	9,500.00		0.00	0.00
Clerk, Treasurer, Historian	0.00		8,461.05	89.1%	9,500.00		0.00	0.00
Total Salaries-Regular Part Time								
Employee Benefits & Costs								
FICA	0.00		0.00		0.00		0.00	0.00
Medicare	0.00		0.00		0.00		0.00	0.00
IPERS	0.00		0.00		0.00		0.00	0.00
Unemployment Compensation	0.00		11.67		0.00		0.00	0.00
Total Employee Benefits & Costs	0.00		11.67		0.00		0.00	0.00
Staff Development								
Dues & Memberships	0.00		389.00	100.0%	389.00		0.00	0.00
Chamber of Commerce	0.00		1,971.65	100.0%	1,972.00		0.00	0.00
JCOG Assessment	0.00		635.00	100.0%	635.00		0.00	0.00
IA League of Cities	0.00		519.66	99.9%	520.00		0.00	0.00
Dues and Memberships	0.00		3,515.31	100.0%	3,516.00		0.00	0.00
Total Dues & Memberships	0.00		189.00	94.5%	200.00		0.00	0.00
Prof. Development	0.00		3,704.31	99.7%	3,716.00		0.00	0.00
Total Staff Development	0.00		3,704.31	99.7%	3,716.00		0.00	0.00
Contractual Services								
Meeting Set Up Fees	0.00		95.00		3,200.00		0.00	0.00
Accounting Fees	0.00		2,065.00	64.5%	3,200.00		0.00	0.00
Bank/CCard Fees	0.00		38.22	76.4%	50.00		0.00	0.00
Printing/Copying	0.00		555.14	111.0%	500.00		0.00	0.00
Legal Publications	0.00		2,193.50	68.5%	3,200.00		0.00	0.00
Technology Services	0.00		569.45	75.9%	750.00		0.00	0.00
Payments to Other Agencies	0.00		60.00		60.00		0.00	0.00
Notary Fees	0.00		60.00		60.00		0.00	0.00
Total Payments to Other Agencies	0.00		5,576.31	72.4%	7,700.00		0.00	0.00
Total Contractual Services	0.00		5,576.31	72.4%	7,700.00		0.00	0.00
Commodities								
Hardware/Software	0.00		0.00	0.0%	1,000.00		0.00	0.00
Taping meetings	0.00		86.09	8.6%	1,000.00		0.00	0.00
Minor Equipment/Supplies/Techno	0.00		1,657.50	236.8%	700.00		0.00	0.00
Office Supplies and Postage	0.00		614.08	61.4%	1,000.00		0.00	0.00
Total Commodities	0.00		2,357.67	63.7%	3,700.00		0.00	0.00
Total Clerk/Treasurer & Finance Admin	0.00		20,111.01	81.7%	24,616.00		0.00	0.00
Election Expenses	0.00		1,423.73	79.1%	1,800.00		0.00	0.00
Legal Services	0.00		79,428.84	79.4%	100,000.00		0.00	0.00
City Hall & General Buildings								
Salaries-Regular Part Time	0.00		240.00	32.0%	750.00		0.00	0.00
Facilities Assistant	0.00		240.00	32.0%	750.00		0.00	0.00
Total Salaries-Regular Part Time	0.00		240.00	32.0%	750.00		0.00	0.00
Employee Benefits & Costs								
FICA	0.00		0.00		0.00		0.00	0.00
Medicare	0.00		0.00		0.00		0.00	0.00
IPERS	0.00		0.00		0.00		0.00	0.00
Total Employee Benefits & Costs	0.00		0.00		0.00		0.00	0.00

## City of University Heights, Iowa Profit & Loss Budget vs. Actual

July 2013 through May 2014

	CAPITAL PROJECTS		GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	% of Budget	Jul '13 - May 14	Budget
<b>Repair/Maint/Utilities</b>								
Maintenance	0.00		240.00	24.0%	0.00		0.00	
Utilities	0.00		1,257.62	78.6%	0.00		0.00	
Telecommunications	0.00		1,820.42	107.1%	0.00		0.00	
<b>Total Repair/Maint/Utilities</b>	<b>0.00</b>		<b>3,318.04</b>	<b>77.2%</b>	<b>0.00</b>		<b>0.00</b>	
<b>Contractual</b>								
Rents & Leases	0.00		10,125.10	91.9%	0.00		0.00	
<b>Total Contractual</b>	<b>0.00</b>		<b>10,125.10</b>	<b>91.9%</b>	<b>0.00</b>		<b>0.00</b>	
<b>Commodities</b>								
Supplies	0.00		0.00	0.0%	0.00		0.00	
<b>Total Commodities</b>	<b>0.00</b>		<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>		<b>0.00</b>	
<b>Total City Hall &amp; General Buildings</b>	<b>0.00</b>		<b>13,683.14</b>	<b>84.1%</b>	<b>0.00</b>		<b>0.00</b>	
<b>Tort Liability Insurance</b>	<b>0.00</b>		<b>133.00</b>	<b>1.5%</b>	<b>0.00</b>		<b>0.00</b>	
<b>Total GENERAL GOVERNMENT</b>	<b>0.00</b>		<b>119,254.97</b>	<b>75.8%</b>	<b>0.00</b>		<b>0.00</b>	
<b>DEBT SERVICE</b>								
Interest	0.00		0.00		4,691.61	100.1%	0.00	
Principal	0.00		0.00		28,000.00	100.0%	0.00	
<b>Total DEBT SERVICE</b>	<b>0.00</b>		<b>0.00</b>		<b>32,691.61</b>	<b>100.0%</b>	<b>0.00</b>	
<b>Total Expense</b>	<b>170,953.22</b>		<b>178,175.00</b>	<b>95.9%</b>	<b>709,941.00</b>	<b>83.8%</b>	<b>32,691.61</b>	<b>0.00</b>
<b>Net Ordinary Income</b>	<b>-4,244.28</b>		<b>-11,466.00</b>	<b>37.0%</b>	<b>45,595.00</b>	<b>308.5%</b>	<b>-315.97</b>	<b>3.91</b>
<b>Net Income</b>	<b>-4,244.28</b>		<b>-11,466.00</b>	<b>37.0%</b>	<b>45,595.00</b>	<b>308.5%</b>	<b>-315.97</b>	<b>3.91</b>
								<b>0.00</b>

## City of University Heights, Iowa

### Profit & Loss Budget vs. Actual

July 2013 through May 2014

	POLICE FOR...		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14
Ordinary Income/Expense								
Income								
GENERAL PROPERTY TAXES								
Transit Levy		0.00			0.00			43,338.00
Library Services Levy		0.00			0.00			15,855.00
Regular Property Tax		0.00			0.00			475,648.00
Debt Service Levy		0.00			0.00			32,159.01
Insurance Levy		0.00			0.00			13,164.52
Benefits Levies		0.00			58,237.96			59,187.00
Total GENERAL PROPERTY TAXES		0.00			58,237.96			640,113.00
% of Budget				98.4%				98.4%
OTHER CITY TAXES								
Local Option Sales Tax		0.00			0.00			30,326.00
Utility Excise Tax		0.00			392.32			4,242.91
Total OTHER CITY TAXES		0.00			392.32			30,326.00
% of Budget								114.0%
LICENSES & PERMITS								
Beer/Wine/Liquor/Cig Permits		0.00			0.00			390.00
Building/Equipment Permits		0.00			0.00			9,922.01
Misc. Licenses/Permits		0.00			0.00			1,000.00
Parking Permits		0.00			0.00			12,500.00
Rental Permits		0.00			0.00			14,325.00
Total Misc. Licenses/Permits		0.00			0.00			15,225.00
% of Budget								112.8%
Total LICENSES & PERMITS		0.00			0.00			23,890.00
% of Budget								106.9%
USE OF MONEY & PROPERTY								
Interest on Cash Investments		0.00			312.82			4,700.00
Total USE OF MONEY & PROPERTY		0.00			312.82			4,700.00
% of Budget								80.4%
INTERGOVERNMENTAL/SHARED REVENUE								
State Shared Revenues		0.00			0.00			166,709.94
IDOT funds-wide sidewalk proj		90,343.88		80.7%	0.00			90,343.88
Road Use/Street Construction		0.00			0.00			112,000.00
Total State Shared Revenues		90,343.88		80.7%	0.00			278,709.00
% of Budget								92.2%
Other State Grants/Reimburse.		0.00			0.00			879.00
Storm Damage Funds		0.00			0.00			8,000.00
Seatbelt Incent/Traffic Safety		0.00			0.00			8,879.00
Total Other State Grants/Reimburse.		0.00			0.00			8,879.00
% of Budget								78.2%
Total INTERGOVERNMENTAL/SHARED REVEN...		90,343.88		80.7%	0.00			287,588.00
% of Budget								91.8%
CHARGES FOR SERVICES								
Rental Inspection		0.00			0.00			600.00
Police Reports		0.00			0.00			400.00
Total CHARGES FOR SERVICES		0.00			0.00			1,000.00
% of Budget								45.5%
MISCELLANEOUS REVENUES								
Cable TV Franchise		0.00			0.00			9,250.92
Contributions		0.00			0.00			1,250.00
Fines		0.00			0.00			5,000.00
Parking Fines		0.00			0.00			4,290.00
Traffic Fines-Cik of Ct		0.00			0.00			107,133.71
Total Fines		0.00			0.00			111,423.71
% of Budget								102.2%
Misc. Income		0.00			0.00			1,000.00
Other		0.00			0.00			1,000.00
Total Misc. Income		0.00			0.00			1,000.00
% of Budget								94.2%

**City of University Heights, Iowa**  
**Profit & Loss Budget vs. Actual**  
 July 2013 through May 2014

12:38 AM  
 06/05/14  
 Cash Basis

	POLICE FOR...		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14
Refunds and Reimbursements		0.00	0.00		0.00	0.00		1,701.06
<b>Total MISCELLANEOUS REVENUES</b>		0.00	0.00		0.00	0.00		125,567.69
<b>Total Income</b>		90,343.88	112,000.00	80.7%	58,943.10	59,187.00	99.6%	1,083,726.42
<b>Gross Profit</b>		90,343.88	112,000.00	80.7%	58,943.10	59,187.00	99.6%	1,083,726.42
<b>Expense</b>								
<b>CAPITAL PROJECTS</b>								
Wide Sidewalk Project		0.00	0.00		0.00	0.00		170,953.22
Sunset St wide sidewalk		0.00	0.00		0.00	0.00		170,953.22
<b>Total Wide Sidewalk Project</b>		0.00	0.00		0.00	0.00		341,906.44
<b>Total CAPITAL PROJECTS</b>		0.00	0.00		0.00	0.00		341,906.44
<b>PAYROLL EXPENSES</b>								
<b>PUBLIC SAFETY</b>								
Crossing Guard		0.00	0.00		0.00	0.00		200.00
Supplies		0.00	0.00		0.00	0.00		4,237.50
Salaries		0.00	0.00		0.00	0.00		4,237.50
<b>Total Salaries</b>		0.00	0.00		0.00	0.00		8,475.00
<b>Employee Benefits &amp; Costs</b>								
IPERS		0.00	285.76		400.00	400.00	71.4%	400.00
Unemployment Compensation		0.00	55.61		50.00	50.00	111.2%	50.00
Medicare		0.00	59.63		65.00	65.00	91.7%	65.00
FICA		0.00	254.98		279.00	279.00	91.4%	279.00
<b>Total Employee Benefits &amp; Costs</b>		0.00	655.98		794.00	794.00	82.6%	794.00
<b>Total Crossing Guard</b>		0.00	655.98		794.00	794.00	82.6%	794.00
<b>Police</b>								
Police Gross Wages		0.00	0.00		0.00	0.00		20,478.97
Holiday & Other Pay		0.00	0.00		0.00	0.00		194,783.19
Police Gross Wages		0.00	0.00		0.00	0.00		215,262.16
Salaries-Reserves		0.00	0.00		0.00	0.00		242,024.00
<b>Total Police Gross Wages</b>		0.00	0.00		0.00	0.00		457,286.16
<b>Police Benefits &amp; Costs</b>								
Police FICA		0.00	13,380.69		15,005.00	15,005.00	89.2%	15,005.00
Police Medicare		0.00	3,132.27		3,509.00	3,509.00	89.3%	3,509.00
Police IPERS		0.00	21,695.14		24,541.00	24,541.00	88.4%	24,541.00
Police Health Insurance		0.00	8,280.76		8,800.00	8,800.00	94.1%	8,800.00
Police Workers Compensation		0.00	30,343.00		9,500.00	9,500.00	319.4%	9,500.00
Police SUTA		0.00	1,546.15		1,200.00	1,200.00	128.8%	1,200.00
<b>Total Police Benefits &amp; Costs</b>		0.00	78,378.01		62,555.00	62,555.00	125.3%	62,555.00
<b>Staff Development</b>								
Regular Officer Training		0.00	0.00		0.00	0.00		7,000.00
Academy Training		0.00	0.00		0.00	0.00		1,111.16
Skills Training/Testing		0.00	0.00		0.00	0.00		42.00
Training Supplies		0.00	0.00		0.00	0.00		1,153.16
<b>Total Regular Officer Training</b>		0.00	0.00		0.00	0.00		8,606.32
<b>Total Staff Development</b>		0.00	0.00		0.00	0.00		8,606.32
<b>Repair/Main/Utilities</b>								
Vehicle Operations		0.00	0.00		0.00	0.00		500.00
Other		0.00	0.00		0.00	0.00		9,847.87
Fuel		0.00	0.00		0.00	0.00		336.48
Washes		0.00	0.00		0.00	0.00		10,184.35
<b>Total Vehicle Operations</b>		0.00	0.00		0.00	0.00		10,668.65

City of University Heights, Iowa  
 Profit & Loss Budget vs. Actual

July 2013 through May 2014

12:38 AM  
 06/05/14  
 Cash Basis

	POLICE FOR...		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14
Vehicle Repair								
Bicycle Maint/Repair		0.00			0.00		0.00	0.00
Car Maint/Repair		0.00			0.00		7,095.24	78.8%
Total Vehicle Repair		0.00			0.00		7,095.24	77.1%
Telecommunications Expense								
IT Support		0.00			0.00		210.90	21.1%
Verizon/Pager Fees/Mediacom		0.00			0.00		2,716.72	104.5%
Total Telecommunications Expense		0.00			0.00		2,927.62	81.3%
Total Repair/Maint/Utilities		0.00			0.00		20,207.21	67.4%
Contractual Services								
Police Insurance-Car/Liability		0.00			0.00		0.00	0.0%
Payments to Other Agencies		0.00			0.00		0.00	0.0%
Evidence testing		0.00			0.00		0.00	0.0%
County Jail/Service/Filing Fees		0.00			0.00		0.00	0.0%
Tech. Services Bureau - St. IA		0.00			0.00		0.00	0.0%
Total Payments to Other Agencies		0.00			0.00		0.00	0.0%
Printing/Copying		0.00			0.00		0.00	0.0%
Garage Rental		0.00			0.00		2,400.00	100.0%
Prof Serv-Psych Testing-Physica		0.00			0.00		486.00	93.2%
Total Contractual Services		0.00			0.00		2,866.00	29.7%
Commodities								
Minor Equipment								
Regular Officer Uniform		0.00			0.00		2,368.19	67.7%
Operating Police Equipment		0.00			0.00		1,532.55	102.2%
Total Minor Equipment		0.00			0.00		3,900.74	78.0%
Major Equipment								
Car Equipment		0.00			0.00		2,674.00	89.1%
Total Major Equipment		0.00			0.00		2,674.00	89.1%
Supplies								
Office Supplies		0.00			0.00		1,233.77	41.1%
Operating Supplies		0.00			0.00		10,792.79	359.8%
Ammunition		0.00			0.00		2,221.52	63.5%
Postage/Shipping		0.00			0.00		63.59	21.2%
Other Supplies		0.00			0.00		248.37	12.4%
Total Supplies		0.00			0.00		14,560.04	123.4%
Total Commodities		0.00			0.00		21,134.78	106.7%
Total Police		0.00			78,378.01		339,001.32	89.9%
Fire								
Contracts w/Other Agencies								
Coralville Fire Dept 1		0.00			0.00		29,920.37	94.0%
Hydrant Flush-City of Iowa City		0.00			0.00		3,520.00	176.0%
Total Contracts w/Other Agencies		0.00			0.00		33,440.37	98.9%
Total Fire		0.00			0.00		33,440.37	98.9%
Hazmat-Johnson County								
Building Inspections		0.00			0.00		525.50	99.9%
Building / Rental Inspections		0.00			0.00		12,355.00	81.3%
Total Building Inspections		0.00			0.00		12,355.00	81.3%
Total PUBLIC SAFETY		0.00			79,033.99		390,215.67	90.3%
PUBLIC WORKS								
Roads, Bridges, & Sidewalks								
Storm water permit		0.00			0.00		0.00	0.0%

## City of University Heights, Iowa Profit & Loss Budget vs. Actual

July 2013 through May 2014

	POLICE FOR...		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL			
	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14	Budget	% of Budget
<b>Contractual Services</b>										
Engineering Fees		0.00						46,871.62	53,000.00	88.4%
Repairs/Improvements		0.00	1,000.00	0.0%	0.00	0.00		0.00	1,000.00	0.0%
Pavement management		0.00	10,000.00	0.0%	0.00	0.00		0.00	10,000.00	0.0%
Curb ramp projects		4,400.00	6,400.00	68.8%	0.00	0.00		4,400.00	6,400.00	68.8%
Local panel replacements		1,161.00	3,000.00	38.7%	0.00	0.00		1,161.00	3,000.00	38.7%
Asphale patch projects		0.00	2,000.00	0.0%	0.00	0.00		0.00	2,000.00	0.0%
Arterial panel replacements		3,258.00	3,000.00	108.6%	0.00	0.00		3,258.00	3,000.00	108.6%
Traffic sign assessments/mgmt		8,819.00	25,400.00	34.7%	0.00	0.00		8,819.00	25,400.00	34.7%
<b>Total Repairs/Improvements</b>		4,983.00	5,500.00	90.6%	0.00	0.00		4,983.00	5,500.00	90.6%
Striping/Curb Renumbering		13,802.00	30,900.00	44.7%	0.00	0.00		60,673.62	83,900.00	72.3%
<b>Total Contractual Services</b>		7,642.30	8,400.00	91.0%	0.00	0.00		7,642.30	8,400.00	91.0%
<b>Street Lighting Electricity</b>		1,551.95	2,000.00	77.6%	0.00	0.00		1,551.95	2,000.00	77.6%
<b>Traffic Controls and Safety</b>		823.43	950.00	86.7%	0.00	0.00		823.43	950.00	86.7%
Street Signs-Commodities		2,375.38	2,950.00	80.5%	0.00	0.00		2,375.38	2,950.00	80.5%
<b>Total Traffic Controls and Safety</b>		53,276.00	50,000.00	106.6%	0.00	0.00		53,276.00	50,000.00	106.6%
Snow Removal-Contractual		743.00	4,000.00	18.6%	0.00	0.00		273.00	4,000.00	6.8%
Street Sweeping-Contractual		77,838.68	96,250.00	80.9%	0.00	0.00		124,240.30	152,250.00	81.6%
<b>Total Roads, Bridges, &amp; Sidewalks</b>		0.00	0.00		0.00	0.00		0.00	0.00	
<b>Other Public Works</b>		0.00	0.00		0.00	0.00		0.00	0.00	
Contracts-Other Agencies		0.00	0.00		0.00	0.00		0.00	0.00	
IC Animal Center		0.00	0.00		0.00	0.00		3,002.12	3,275.00	91.7%
IC Bus Service		0.00	0.00		0.00	0.00		31,934.72	34,894.00	91.5%
SEATS Service		0.00	0.00		0.00	0.00		7,740.26	8,444.00	91.7%
<b>Total Contracts-Other Agencies</b>		0.00	0.00		0.00	0.00		42,677.10	46,613.00	91.6%
<b>Total Other Public Works</b>		0.00	0.00		0.00	0.00		42,677.10	46,613.00	91.6%
<b>Sanitation</b>		0.00	0.00		0.00	0.00		0.00	0.00	
Contractual		0.00	0.00		0.00	0.00		0.00	0.00	
Trash/Recycling		0.00	0.00		0.00	0.00		19,243.56	20,862.00	92.2%
Leaf Vacuuming		0.00	0.00		0.00	0.00		13,500.00	13,500.00	100.0%
<b>Total Contractual</b>		0.00	0.00		0.00	0.00		32,743.56	34,362.00	95.3%
<b>Total Sanitation</b>		0.00	0.00		0.00	0.00		32,743.56	34,362.00	95.3%
<b>Total PUBLIC WORKS</b>		77,838.68	96,250.00	80.9%	0.00	0.00		199,660.96	233,225.00	85.6%
<b>CULTURE &amp; RECREATION</b>		0.00	0.00		0.00	0.00		0.00	0.00	
Resident Guide Printing		0.00	0.00		0.00	0.00		0.00	800.00	0.0%
Community Support Projects		0.00	0.00		0.00	0.00		623.81	800.00	78.0%
Library		0.00	0.00		0.00	0.00		39,592.80	39,593.00	100.0%
<b>Parks</b>		0.00	0.00		0.00	0.00		676.76	800.00	84.6%
<b>Park Expenses</b>		0.00	0.00		0.00	0.00		676.76	800.00	84.6%
<b>Total Parks</b>		0.00	0.00		0.00	0.00		40,893.37	41,993.00	97.4%
<b>Total CULTURE &amp; RECREATION</b>		0.00	0.00		0.00	0.00		40,893.37	41,993.00	97.4%
<b>COMMUNITY &amp; ECONOMIC DEV.</b>		0.00	0.00		0.00	0.00		1,527.65	5,000.00	30.6%
Tree Trimming/Lawn Care		0.00	0.00		0.00	0.00		1,527.65	5,000.00	30.6%
<b>Total COMMUNITY &amp; ECONOMIC DEV.</b>		0.00	0.00		0.00	0.00		1,527.65	5,000.00	30.6%
<b>GENERAL GOVERNMENT</b>		0.00	0.00		0.00	0.00		0.00	0.00	
Mayor/Council Operations		0.00	0.00		0.00	0.00		3,000.00	4,000.00	75.0%
Salaries-Regular Part Time		0.00	0.00		0.00	0.00		1,475.25	1,967.00	75.0%
<b>Mayor</b>		0.00	0.00		0.00	0.00		4,475.25	5,967.00	75.0%
<b>Total Salaries-Regular Part Time</b>		0.00	0.00		0.00	0.00		4,475.25	5,967.00	75.0%

# City of University Heights, Iowa

## Profit & Loss Budget vs. Actual

July 2013 through May 2014

	POLICE FOR...		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14	Budget	Jul '13 - May 14	% of Budget
<b>Employee Benefits &amp; Costs</b>								
FICA		0.00	289.86	76.3%	370.00	289.86	370.00	78.3%
Medicare		0.00	64.89	74.6%	87.00	64.89	87.00	74.6%
Unemployment Compensation		0.00	58.18	77.6%	75.00	58.18	75.00	77.6%
<b>Total Employee Benefits &amp; Costs</b>		0.00	412.93	77.6%	532.00	412.93	532.00	77.6%
<b>Total Mayor/Council Operations</b>		0.00	412.93	77.6%	532.00	4,888.18	6,499.00	75.2%
<b>Clerk/Treasurer &amp; Finance Admin</b>								
Salaries-Regular Part Time		0.00	0.00		0.00	8,461.05	9,500.00	89.1%
Clerk, Treasurer, Historian		0.00	0.00		0.00	8,461.05	9,500.00	89.1%
<b>Total Salaries-Regular Part Time</b>		0.00	0.00		0.00	8,461.05	9,500.00	89.1%
<b>Employee Benefits &amp; Costs</b>								
FICA		0.00	492.63	83.6%	589.00	492.63	589.00	83.6%
Medicare		0.00	115.22	83.5%	138.00	115.22	138.00	83.5%
IPERS		0.00	917.36	111.3%	824.00	917.36	824.00	111.3%
Unemployment Compensation		0.00	95.75	478.8%	20.00	107.42	20.00	537.1%
<b>Total Employee Benefits &amp; Costs</b>		0.00	1,620.96	103.2%	1,571.00	1,632.63	1,571.00	103.9%
<b>Staff Development</b>								
Dues & Memberships		0.00	0.00		0.00	389.00	389.00	100.0%
Chamber of Commerce		0.00	0.00		0.00	1,971.65	1,972.00	100.0%
JCOG Assessment		0.00	0.00		0.00	635.00	635.00	100.0%
IA League of Cities		0.00	0.00		0.00	519.66	520.00	99.9%
Dues and Memberships		0.00	0.00		0.00	3,515.31	3,516.00	100.0%
<b>Total Dues &amp; Memberships</b>		0.00	0.00		0.00	189.00	200.00	94.5%
<b>Prof. Development</b>								
Total Staff Development		0.00	0.00		0.00	3,704.31	3,716.00	99.7%
<b>Contractual Services</b>								
Meeting Set Up Fees		0.00	0.00		0.00	95.00	0.00	100.0%
Accounting Fees		0.00	0.00		0.00	2,065.00	3,200.00	64.5%
Bank/CCard Fees		0.00	0.00		0.00	38.22	50.00	76.4%
Printing/Copying		0.00	0.00		0.00	555.14	500.00	111.0%
Legal Publications		0.00	0.00		0.00	2,193.50	3,200.00	68.5%
Technology Services		0.00	0.00		0.00	569.45	750.00	75.9%
Payments to Other Agencies		0.00	0.00		0.00	60.00	0.00	100.0%
Notary Fees		0.00	0.00		0.00	60.00	0.00	100.0%
<b>Total Payments to Other Agencies</b>		0.00	0.00		0.00	60.00	0.00	100.0%
<b>Total Contractual Services</b>		0.00	0.00		0.00	5,576.31	7,700.00	72.4%
<b>Commodities</b>								
Hardware/Software		0.00	0.00		0.00	0.00	1,000.00	0.0%
Taping meetings		0.00	0.00		0.00	86.09	1,000.00	8.6%
Minor Equipment/Supplies/Techno		0.00	0.00		0.00	1,657.50	7,000.00	236.8%
Office Supplies and Postage		0.00	0.00		0.00	614.08	1,000.00	61.4%
<b>Total Commodities</b>		0.00	0.00		0.00	2,357.67	3,700.00	63.7%
<b>Total Clerk/Treasurer &amp; Finance Admin</b>		0.00	1,620.96	103.2%	1,571.00	21,731.97	26,187.00	83.0%
<b>Election Expenses</b>		0.00	0.00		0.00	1,423.73	1,800.00	79.1%
<b>Legal Services</b>		0.00	0.00		0.00	79,428.84	100,000.00	79.4%
<b>City Hall &amp; General Buildings</b>								
Salaries-Regular Part Time		0.00	0.00		0.00	240.00	750.00	32.0%
Facilities Assistant		0.00	0.00		0.00	240.00	750.00	32.0%
<b>Total Salaries-Regular Part Time</b>		0.00	0.00		0.00	240.00	750.00	32.0%
<b>Employee Benefits &amp; Costs</b>								
FICA		0.00	0.00		0.00	0.00	47.00	0.0%
Medicare		0.00	0.00		0.00	0.00	11.00	0.0%
IPERS		0.00	0.00		0.00	65.00	65.00	0.0%
<b>Total Employee Benefits &amp; Costs</b>		0.00	0.00		0.00	123.00	123.00	0.0%

City of University Heights, Iowa  
Profit & Loss Budget vs. Actual

July 2013 through May 2014

	POLICE FOR...		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14	Budget	% of Budget	Jul '13 - May 14
Repair/Maint/Utilities								
Maintenance		0.00			0.00			240.00
Utilities		0.00			0.00			1,257.62
Telecommunications		0.00			0.00			1,820.42
Total Repair/Maint/Utilities		0.00			0.00			3,318.04
Contractual		0.00			0.00			10,125.10
Rents & Leases		0.00			0.00			0.00
Total Contractual		0.00			0.00			0.00
Commodities		0.00			0.00			13,683.14
Supplies		0.00			0.00			133.00
Total Commodities		0.00			0.00			123.00
Total City Hall & General Buildings		0.00			0.00			0.00
Tort Liability Insurance		0.00			0.00			2,226.00
Total GENERAL GOVERNMENT		0.00			2,033.89			91.4%
DEBT SERVICE								
Interest		0.00			0.00			4,691.61
Principal		0.00			0.00			28,000.00
Total DEBT SERVICE		0.00			0.00			32,691.61
Total Expense		77,838.68	96,250.00	80.9%	81,277.88	65,575.00	123.9%	957,441.34
Net Ordinary Income		12,505.20	15,750.00	79.4%	-22,334.78	-6,388.00	349.6%	126,285.08
Net Income	100.0%	12,505.20	15,750.00	79.4%	-22,334.78	-6,388.00	349.6%	126,285.08
								43,491.00
								290.4%
								290.4%

**City of University Heights, Iowa**  
**Profit & Loss Budget vs. Actual**  
July 2013 through May 2014

	Jul '13 - May 14	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>GENERAL PROPERTY TAXES</b>			
Transit Levy	42,641.76	43,338.00	98.4%
Library Services Levy	15,599.06	15,855.00	98.4%
Regular Property Tax	468,006.74	475,648.00	98.4%
Debt Service Levy	32,159.01	32,685.00	98.4%
Insurance Levy	13,184.52	13,400.00	98.4%
Benefits Levies	58,237.96	59,187.00	98.4%
<b>Total GENERAL PROPERTY TAXES</b>	629,829.05	640,113.00	98.4%
<b>OTHER CITY TAXES</b>			
Local Option Sales Tax	30,325.81	30,326.00	100.0%
Utility Excise Tax	4,242.91		
<b>Total OTHER CITY TAXES</b>	34,568.72	30,326.00	114.0%
<b>LICENSES &amp; PERMITS</b>			
Beer/Wine/Liquor/Cig Permits	390.00	390.00	100.0%
Building/Equipment Permits	9,922.01	10,000.00	99.2%
Misc. Licenses/Permits			
Parking Permits	900.00	1,000.00	90.0%
Rental Permits	14,325.00	12,500.00	114.6%
<b>Total Misc. Licenses/Permits</b>	15,225.00	13,500.00	112.8%
<b>Total LICENSES &amp; PERMITS</b>	25,537.01	23,890.00	106.9%
<b>USE OF MONEY &amp; PROPERTY</b>			
Interest on Cash Investments	3,777.01	4,700.00	80.4%
<b>Total USE OF MONEY &amp; PROPERTY</b>	3,777.01	4,700.00	80.4%
<b>INTERGOVERNMENTAL/SHARED REVENUE</b>			
State Shared Revenues			
IDOT funds-wide sidewalk proj	166,708.94	166,709.00	100.0%
Road Use/Street Construction	90,343.88	112,000.00	80.7%
<b>Total State Shared Revenues</b>	257,052.82	278,709.00	92.2%
Other State Grants/Reimburse.			
Storm Damage Funds	878.90	879.00	100.0%
Seatbelt Incent/Traffic Safety	6,060.30	8,000.00	75.8%
<b>Total Other State Grants/Reimburse.</b>	6,939.20	8,879.00	78.2%
<b>Total INTERGOVERNMENTAL/SHARED REVEN...</b>	263,992.02	287,588.00	91.8%
<b>CHARGES FOR SERVICES</b>			
Rental Inspection	400.00	600.00	66.7%
Police Reports	54.92	400.00	13.7%
<b>Total CHARGES FOR SERVICES</b>	454.92	1,000.00	45.5%
<b>MISCELLANEOUS REVENUES</b>			
Cable TV Franchise	9,250.92	9,250.00	100.0%
Contributions	2,250.00	1,250.00	180.0%
Fines			
Parking Fines	4,290.00	5,000.00	85.8%
Traffic Fines-Clk of Ct	107,133.71	104,000.00	103.0%
<b>Total Fines</b>	111,423.71	109,000.00	102.2%
Misc. Income			
Other	942.00	1,000.00	94.2%
<b>Total Misc. Income</b>	942.00	1,000.00	94.2%
Refunds and Reimbursements	1,701.06	18,000.00	9.5%
<b>Total MISCELLANEOUS REVENUES</b>	125,567.69	138,500.00	90.7%
<b>Total Income</b>	1,083,726.42	1,126,117.00	96.2%
<b>Gross Profit</b>	1,083,726.42	1,126,117.00	96.2%

**City of University Heights, Iowa**  
**Profit & Loss Budget vs. Actual**  
 July 2013 through May 2014

Expense	Jul '13 - May 14	Budget	% of Budget
<b>CAPITAL PROJECTS</b>			
Wide Sidewalk Project			
Sunset St wide sidewalk	170,953.22	178,175.00	95.9%
<b>Total Wide Sidewalk Project</b>	<b>170,953.22</b>	<b>178,175.00</b>	<b>95.9%</b>
<b>Total CAPITAL PROJECTS</b>	<b>170,953.22</b>	<b>178,175.00</b>	<b>95.9%</b>
Payroll Expenses	210.00		
<b>PUBLIC SAFETY</b>			
Crossing Guard			
Supplies	0.00	200.00	0.0%
Salaries			
Crossing Guard	4,237.50	4,500.00	94.2%
<b>Total Salaries</b>	<b>4,237.50</b>	<b>4,500.00</b>	<b>94.2%</b>
Employee Benefits & Costs			
IPERS	285.76	400.00	71.4%
Unemployment Compensation	55.61	50.00	111.2%
Medicare	59.63	65.00	91.7%
FICA	254.98	279.00	91.4%
<b>Total Employee Benefits &amp; Costs</b>	<b>655.98</b>	<b>794.00</b>	<b>82.6%</b>
<b>Total Crossing Guard</b>	<b>4,893.48</b>	<b>5,494.00</b>	<b>89.1%</b>
<b>Police</b>			
Police Gross Wages			
Holiday & Other Pay	20,478.97	32,000.00	64.0%
Police Gross Wages	194,783.19	210,000.00	92.8%
Salaries-Reserves	0.00	24.00	0.0%
<b>Total Police Gross Wages</b>	<b>215,262.16</b>	<b>242,024.00</b>	<b>88.9%</b>
Police Benefits & Costs			
Police FICA	13,380.69	15,005.00	89.2%
Police Medicare	3,132.27	3,509.00	89.3%
Police IPERS	21,695.14	24,541.00	88.4%
Police Health Insurance	8,280.76	8,800.00	94.1%
Police Workers Compensation	30,343.00	9,500.00	319.4%
Police SUTA	1,546.15	1,200.00	128.8%
<b>Total Police Benefits &amp; Costs</b>	<b>78,378.01</b>	<b>62,555.00</b>	<b>125.3%</b>
Staff Development			
Regular Officer Training			
Academy Training	0.00	7,000.00	0.0%
Skills Training/Testing	1,111.16	4,000.00	27.8%
Training Supplies	42.00	2,000.00	2.1%
<b>Total Regular Officer Training</b>	<b>1,153.16</b>	<b>13,000.00</b>	<b>8.9%</b>
<b>Total Staff Development</b>	<b>1,153.16</b>	<b>13,000.00</b>	<b>8.9%</b>
<b>Repair/Maint/Utilities</b>			
Vehicle Operations			
Other	0.00	500.00	0.0%
Fuel	9,847.87	16,000.00	61.5%
Washes	336.48	700.00	48.1%
<b>Total Vehicle Operations</b>	<b>10,184.35</b>	<b>17,200.00</b>	<b>59.2%</b>
Vehicle Repair			
Bicycle Maint/Repair	0.00	200.00	0.0%
Car Maint/Repair	7,095.24	9,000.00	78.8%
<b>Total Vehicle Repair</b>	<b>7,095.24</b>	<b>9,200.00</b>	<b>77.1%</b>
Telecommunications Expense			
IT Support	210.90	1,000.00	21.1%
Verizon/Pager Fees/Mediacom	2,716.72	2,600.00	104.5%
<b>Total Telecommunications Expense</b>	<b>2,927.62</b>	<b>3,600.00</b>	<b>81.3%</b>
<b>Total Repair/Maint/Utilities</b>	<b>20,207.21</b>	<b>30,000.00</b>	<b>67.4%</b>

**City of University Heights, Iowa**  
**Profit & Loss Budget vs. Actual**  
 July 2013 through May 2014

	Jul '13 - May 14	Budget	% of Budget
<b>Contractual Services</b>			
Police Insurance-Car/Liability	0.00	4,800.00	0.0%
Payments to Other Agencies			
Evidence testing	0.00	150.00	0.0%
County Jail/Service/Filing Fees	0.00	300.00	0.0%
Tech. Services Bureau - St. IA	0.00	500.00	0.0%
<b>Total Payments to Other Agencies</b>	<b>0.00</b>	<b>950.00</b>	<b>0.0%</b>
Printing/Copying	0.00	1,000.00	0.0%
Garage Rental	2,400.00	2,400.00	100.0%
Prof Serv-Psych Testing-Physica	466.00	500.00	93.2%
<b>Total Contractual Services</b>	<b>2,866.00</b>	<b>9,650.00</b>	<b>29.7%</b>
<b>Commodities</b>			
<b>Minor Equipment</b>			
Regular Officer Uniform	2,368.19	3,500.00	67.7%
Operating Police Equipment	1,532.55	1,500.00	102.2%
<b>Total Minor Equipment</b>	<b>3,900.74</b>	<b>5,000.00</b>	<b>78.0%</b>
<b>Major Equipment</b>			
Car Equipment	2,674.00	3,000.00	89.1%
<b>Total Major Equipment</b>	<b>2,674.00</b>	<b>3,000.00</b>	<b>89.1%</b>
<b>Supplies</b>			
Office Supplies	1,233.77	3,000.00	41.1%
Operating Supplies	10,792.79	3,000.00	359.8%
Ammunition	2,221.52	3,500.00	63.5%
Postage/Shipping	63.59	300.00	21.2%
Other Supplies	248.37	2,000.00	12.4%
<b>Total Supplies</b>	<b>14,560.04</b>	<b>11,800.00</b>	<b>123.4%</b>
<b>Total Commodities</b>	<b>21,134.78</b>	<b>19,800.00</b>	<b>106.7%</b>
<b>Total Police</b>	<b>339,001.32</b>	<b>377,029.00</b>	<b>89.9%</b>
<b>Fire</b>			
<b>Contracts w/Other Agencies</b>			
Coralville Fire Dep't	29,920.37	31,820.00	94.0%
Hydrant Flush-City of Iowa City	3,520.00	2,000.00	176.0%
<b>Total Contracts w/Other Agencies</b>	<b>33,440.37</b>	<b>33,820.00</b>	<b>98.9%</b>
<b>Total Fire</b>	<b>33,440.37</b>	<b>33,820.00</b>	<b>98.9%</b>
<b>Hazmat-Johnson County</b>	<b>525.50</b>	<b>526.00</b>	<b>99.9%</b>
<b>Building Inspections</b>			
Building / Rental Inspection	12,355.00	15,200.00	81.3%
<b>Total Building Inspections</b>	<b>12,355.00</b>	<b>15,200.00</b>	<b>81.3%</b>
<b>Total PUBLIC SAFETY</b>	<b>390,215.67</b>	<b>432,069.00</b>	<b>90.3%</b>
<b>PUBLIC WORKS</b>			
<b>Roads, Bridges, &amp; Sidewalks</b>			
Storm water permit	0.00	3,000.00	0.0%
<b>Contractual Services</b>			
Engineering Fees	46,871.62	53,000.00	88.4%
<b>Repairs/Improvements</b>			
Pavement management	0.00	1,000.00	0.0%
Curb ramp projects	0.00	10,000.00	0.0%
Local panel replacements	4,400.00	6,400.00	68.8%
Asphale patch projects	1,161.00	3,000.00	38.7%
Arterial panel replacements	0.00	2,000.00	0.0%
Traffic sign assessment/mgmt	3,258.00	3,000.00	108.6%
<b>Total Repairs/Improvements</b>	<b>8,819.00</b>	<b>25,400.00</b>	<b>34.7%</b>
Striping/Curb Renumbering	4,983.00	5,500.00	90.6%
<b>Total Contractual Services</b>	<b>60,673.62</b>	<b>83,900.00</b>	<b>72.3%</b>
Street Lighting Electricity	7,642.30	8,400.00	91.0%

**City of University Heights, Iowa**  
**Profit & Loss Budget vs. Actual**  
 July 2013 through May 2014

	Jul '13 - May 14	Budget	% of Budget
<b>Traffic Controls and Safety</b>			
Street Signs-Commodities	1,551.95	2,000.00	77.6%
Traffic Light Electricity	823.43	950.00	86.7%
<b>Total Traffic Controls and Safety</b>	2,375.38	2,950.00	80.5%
<b>Snow Removal-Contractual</b>	53,276.00	50,000.00	106.6%
<b>Street Sweeping-Contractual</b>	273.00	4,000.00	6.8%
<b>Total Roads, Bridges, &amp; Sidewalks</b>	124,240.30	152,250.00	81.6%
<b>Other Public Works</b>			
<b>Contracts-Other Agencies</b>			
IC Animal Center	3,002.12	3,275.00	91.7%
IC Bus Service	31,934.72	34,894.00	91.5%
SEATS Service	7,740.26	8,444.00	91.7%
<b>Total Contracts-Other Agencies</b>	42,677.10	46,613.00	91.6%
<b>Total Other Public Works</b>	42,677.10	46,613.00	91.6%
<b>Sanitation</b>			
<b>Contractual</b>			
Trash/Recycling	19,243.56	20,862.00	92.2%
Leaf Vacuuming	13,500.00	13,500.00	100.0%
<b>Total Contractual</b>	32,743.56	34,362.00	95.3%
<b>Total Sanitation</b>	32,743.56	34,362.00	95.3%
<b>Total PUBLIC WORKS</b>	199,660.96	233,225.00	85.6%
<b>CULTURE &amp; RECREATION</b>			
Resident Guide Printing	0.00	800.00	0.0%
Community Support Projects	623.81	800.00	78.0%
Library	39,592.80	39,593.00	100.0%
<b>Parks</b>			
Park Expenses	676.76	800.00	84.6%
<b>Total Parks</b>	676.76	800.00	84.6%
<b>Total CULTURE &amp; RECREATION</b>	40,893.37	41,993.00	97.4%
<b>COMMUNITY &amp; ECONOMIC DEV.</b>			
Tree Trimming/Lawn Care	1,527.65	5,000.00	30.6%
<b>Total COMMUNITY &amp; ECONOMIC DEV.</b>	1,527.65	5,000.00	30.6%
<b>GENERAL GOVERNMENT</b>			
<b>Mayor/Council Operations</b>			
<b>Salaries-Regular Part Time</b>			
Council	3,000.00	4,000.00	75.0%
Mayor	1,475.25	1,967.00	75.0%
<b>Total Salaries-Regular Part Time</b>	4,475.25	5,967.00	75.0%
<b>Employee Benefits &amp; Costs</b>			
FICA	289.86	370.00	78.3%
Medicare	64.89	87.00	74.6%
Unemployment Compensation	58.18	75.00	77.6%
<b>Total Employee Benefits &amp; Costs</b>	412.93	532.00	77.6%
<b>Total Mayor/Council Operations</b>	4,888.18	6,499.00	75.2%
<b>Clerk/Treasurer &amp; Finance Admin</b>			
<b>Salaries-Regular Part Time</b>			
Clerk, Treasuer, Historian	8,461.05	9,500.00	89.1%
<b>Total Salaries-Regular Part Time</b>	8,461.05	9,500.00	89.1%
<b>Employee Benefits &amp; Costs</b>			
FICA	492.63	589.00	83.6%
Medicare	115.22	138.00	83.5%
IPERS	917.36	824.00	111.3%
Unemployment Compensation	107.42	20.00	537.1%
<b>Total Employee Benefits &amp; Costs</b>	1,632.63	1,571.00	103.9%

**City of University Heights, Iowa**  
**Profit & Loss Budget vs. Actual**  
 July 2013 through May 2014

	Jul '13 - May 14	Budget	% of Budget
<b>Staff Development</b>			
<b>Dues &amp; Memberships</b>			
Chamber of Commerce	389.00	389.00	100.0%
JCOG Assessment	1,971.65	1,972.00	100.0%
IA League of Cities	635.00	635.00	100.0%
Dues and Memberships	519.66	520.00	99.9%
<b>Total Dues &amp; Memberships</b>	3,515.31	3,516.00	100.0%
<b>Prof. Development</b>	189.00	200.00	94.5%
<b>Total Staff Development</b>	3,704.31	3,716.00	99.7%
<b>Contractual Services</b>			
Meeting Set Up Fees	95.00		
Accounting Fees	2,065.00	3,200.00	64.5%
Bank/CCard Fees	38.22	50.00	76.4%
Printing/Copying	555.14	500.00	111.0%
Legal Publications	2,193.50	3,200.00	68.5%
Technology Services	569.45	750.00	75.9%
<b>Payments to Other Agencies</b>			
Notary Fees	60.00		
<b>Total Payments to Other Agencies</b>	60.00		
<b>Total Contractual Services</b>	5,576.31	7,700.00	72.4%
<b>Commodities</b>			
Hardware/Software	0.00	1,000.00	0.0%
Taping meetings	86.09	1,000.00	8.6%
Minor Equipment/Supplies/Techno	1,657.50	700.00	236.8%
Office Supplies and Postage	614.08	1,000.00	61.4%
<b>Total Commodities</b>	2,357.67	3,700.00	63.7%
<b>Total Clerk/Treasurer &amp; Finance Admin</b>	21,731.97	26,187.00	83.0%
<b>Election Expenses</b>	1,423.73	1,800.00	79.1%
<b>Legal Services</b>	79,428.84	100,000.00	79.4%
<b>City Hall &amp; General Buildings</b>			
<b>Salaries-Regular Part Time</b>			
Facilities Assistant	240.00	750.00	32.0%
<b>Total Salaries-Regular Part Time</b>	240.00	750.00	32.0%
<b>Employee Benefits &amp; Costs</b>			
FICA	0.00	47.00	0.0%
Medicare	0.00	11.00	0.0%
IPERS	0.00	65.00	0.0%
<b>Total Employee Benefits &amp; Costs</b>	0.00	123.00	0.0%
<b>Repair/Maint/Utilities</b>			
Maintenance	240.00	1,000.00	24.0%
Utilities	1,257.62	1,600.00	78.6%
Telecommunications	1,820.42	1,700.00	107.1%
<b>Total Repair/Maint/Utilities</b>	3,318.04	4,300.00	77.2%
<b>Contractual</b>			
Rents & Leases	10,125.10	11,020.00	91.9%
<b>Total Contractual</b>	10,125.10	11,020.00	91.9%
<b>Commodities</b>			
Supplies	0.00	200.00	0.0%
<b>Total Commodities</b>	0.00	200.00	0.0%
<b>Total City Hall &amp; General Buildings</b>	13,683.14	16,393.00	83.5%
<b>Tort Liability Insurance</b>	133.00	8,600.00	1.5%
<b>Total GENERAL GOVERNMENT</b>	121,288.86	159,479.00	76.1%

City of University Heights, Iowa  
**Profit & Loss Budget vs. Actual**  
July 2013 through May 2014

	<u>Jul '13 - May 14</u>	<u>Budget</u>	<u>% of Budget</u>
<b>DEBT SERVICE</b>			
Interest	4,691.61	4,685.00	100.1%
Principal	28,000.00	28,000.00	100.0%
<b>Total DEBT SERVICE</b>	<u>32,691.61</u>	<u>32,685.00</u>	<u>100.0%</u>
<b>Total Expense</b>	<u>957,441.34</u>	<u>1,082,626.00</u>	<u>88.4%</u>
<b>Net Ordinary Income</b>	<u>126,285.08</u>	<u>43,491.00</u>	<u>290.4%</u>
<b>Net Income</b>	<u><u>126,285.08</u></u>	<u><u>43,491.00</u></u>	<u><u>290.4%</u></u>

City of University Heights, Iowa  
**Warrants for Council Approval**  
 May 14 through June 10, 2014

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>May 14 - Jun 10, 14</b>			
05/15/2014	Fort, Matthew A		-1,479.32
05/15/2014	Fort, Ronald R		-1,545.56
05/15/2014	Lippold, Erik W		-481.70
05/15/2014	Miller, Michelle K		-1,366.88
05/15/2014	Plate, Harold,		-219.61
05/15/2014	Stenda, Jeremy P		-1,640.40
05/16/2014	Internal Revenue Service	42-1109342	-2,640.12
05/22/2014	MidAmerican Energy	pedestrian lights at 113 Golfview	-29.22
05/22/2014	MidAmerican Energy	1301 Melrose stop light	-37.19
05/22/2014	MidAmerican Energy	1011 Melrose stop light	-33.42
05/22/2014	MidAmerican Energy	City Hall gas/electricity	-56.83
05/27/2014	MidAmerican Energy	street lights	-675.39
05/30/2014	Anderson, Christine M.		-351.21
05/30/2014	Fort, Matthew A		-1,661.49
05/30/2014	Fort, Ronald R		-1,729.82
05/30/2014	Miller, Michelle K		-1,646.25
05/30/2014	Plate, Harold,		-209.79
05/30/2014	Sherman, Nicholas M		-429.37
05/30/2014	Stenda, Jeremy P		-1,574.53
05/30/2014	Jones, Christian R		-46.18
05/30/2014	Sherman, Nicholas M	court time as a reserve 1st quarter	-92.35
05/30/2014	Kimura, Lori D.		-280.24
05/30/2014	Wellmark BC/BS	monthly insurance payment	-1,630.00
05/31/2014	Internal Revenue Service	42-1109342	-3,131.72
05/31/2014	IOWA PUBLIC EMPLOYEES ...		-3,328.74
05/31/2014	IOWA PUBLIC EMPLOYEES ...		-195.79
05/31/2014	Hills Bank and Trust	principal & interest due on capital loan note #8...	-30,336.42
06/01/2014	Paul J. Moore, Melrose Aven...	City Hall Rent	-867.00
06/10/2014	Internet Navigator	monthly fee for city website/email service	-24.95
06/10/2014	Paul J. Moore, Melrose Aven...	Garage rent	-35.00
06/10/2014	SEATS	Seats Payment	-703.66
06/10/2014	Mediacom	online service 6/3/14-7/2/14	-109.95
06/10/2014	Allen Worden	new computer/server/hard drive/set up	-4,027.50
06/10/2014	Hawkeye Community College	training classes for Sherman	-85.00
06/10/2014	Iowa Law Enforcement Acade...	MMPI test evaluation for Sherman	-140.00
06/10/2014	Ultramax	9 mm ammo/00 buck shot for 12 police shotguns	-1,038.00
06/10/2014	Stanard & Associates, Inc.	ILEA required post tests-Sherman	-26.00
06/10/2014	Staples	flash drives/mouse/envelopes/Quickbooks 2014	-369.97
06/10/2014	Westport Touchless Autowash	April vehicle washes	-42.00
06/10/2014	Terry Goerd	inspection services for May	-840.00
06/10/2014	Norm Cate	inspection services for May	-490.00
06/10/2014	City of Iowa City	bus, fuel for police vehicles	-4,016.95
06/10/2014	VISA	water cooler/annual payroll service from Quick...	-415.40

**May 14 - Jun 10, 14**



### **June 2014 Community Protection Committee Report**

We would like to congratulate Chief Ron Fort and recognize that July 1 will mark his 10 year anniversary with the UHPD. We are saddened by his decision to retire but know that he has built a solid, well respected force during his tenure with University Heights. Please see the attorney report for this month regarding an outline of the process to advertise and interview for the position of Police Chief.

The laptop computers for the squad cars have had software installed and are awaiting JECC to complete communication installations. The police server has arrived and is currently having new software installed.

The abandoned bikes and surplus police equipment sold during the city-wide garage sale netted the police department a total of \$485.00. All bikes were sold as were 4 retired leather jackets and the old laser printer.

Zadok Nampala & Mike Haverkamp  
Community Protection Co-Chairs

## **RESOLUTION NO. 12-25**

### **A RESOLUTION APPOINTING AN ADMINISTRATIVE POLICE CHIEF FOR THE CITY OF UNIVERSITY HEIGHTS AND ESTABLISHING DUTIES FOR THE ADMINISTRATIVE POLICE CHIEF**

**RESOLVED**, that Ron Fort is hereby appointed Administrative Police Chief for the City of University Heights effective December 1, 2012, and continuing for a period of two years, through and including November 30, 2014.

**FURTHER RESOLVED**, that the Administrative Police Chief is empowered to perform all the duties of Chief of the University Heights Police Department except to the extent those duties require performance by a police officer. The Administrative Police Chief is specifically empowered to perform the following duties:

1. Establishing and communicating University Heights Police Department (hereafter “the department”) policy.
2. Serving as a liaison between the department and the University Heights City Council.
3. Serving as a liaison between the department and other law enforcement agencies.
4. Attending Chief of Police meetings with the Johnson County Attorney.
5. Completing and submitting grant request forms and complying with reporting requirements of any such grants received by the department.
6. Performing internal affairs investigations.
7. Communicate with citizens regarding police matters.
8. Hiring, supervising, and firing police officers and reserve officers as needed.
9. Training police officers and reserve officers.
10. Riding with officers and reserve officers for evaluation and training.
11. Maintaining departmental personnel files and training records and updating such files as needed.

12. Reviewing reports from the department's police officers.
13. Notarizing citations.
14. Transmitting reports and tickets.
15. Preparing evidence tapes/DVDs as requested or required by subpoena.
16. Responding to animal calls.
17. Issuing parking tickets.
18. Performing school crossing guard duties.
19. Directing traffic as needed.
20. Operating marked police cars for administrative purposes including, but not limited to, obtaining parking tickets and other supplies, transporting vehicles for repair and service, attending meetings, transporting reports to prosecutors, and filing citations with the Johnson County Clerk of Court.
21. Maintaining police vehicles in proper working order.

The above list is not exclusive. The Administrative Police Chief is authorized and empowered to act as Chief of the University Heights Police Department in all other respects and to perform all other duties commonly associated with the office of Police Chief with the exception of any functions that may only be performed by a police officer. The Administrative Police Chief may not perform any function or duty that is limited or restricted by Iowa law to performance by a police officer only.

Dated this 9<sup>th</sup> day of October, 2012.

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

AYES:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAYS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ABSENT:  
 \_\_\_\_\_ Haverkamp  
 \_\_\_\_\_ Hopson  
 \_\_\_\_\_ Lane  
 \_\_\_\_\_ Leff  
 \_\_\_\_\_ McGrath

**PASSED AND APPROVED THIS 9th DAY OF OCTOBER, 2012.**

CITY OF UNIVERSITY HEIGHTS, IOWA

BY: \_\_\_\_\_  
Louise From, Mayor

\_\_\_\_\_  
Attest: Christine Anderson, City Clerk

Steve/UHResolutions/Resolution 12-25 AdminPoliceChief

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff  
FROM: Josiah Bilskemper, P.E.  
DATE: June 6, 2014  
RE: City Engineer's Report

**(1) June Council Meeting**

- a. I sent out an e-mail earlier this week to council and staff explaining that I won't be able to attend the June meeting next week. Please contact me prior to the meeting if you would like to discuss any items in this monthly report, the engineer's staff report of the One University Place PUD submittal, or any other items.

**(2) Iowa City Water Main Work – Marietta and George Intersection**

- a. The Iowa City water department completed their water main repairs. They have also replaced the sections of street paving and curb ramps that were removed to accommodate the work. I met with Russ Boyer this morning to mark out the locations for the stop signs to be reinstalled. Disturbed areas have been graded and seeded.
- b. *We received notification this week that the City of Iowa City Water Department will be undertaking some water main improvements beginning next week in the vicinity of the George Street and Marietta Avenue intersection. Some of the sidewalks and curb ramps at this intersection will be torn up, and they will be replacing the sidewalks to meet ADA requirements. (May Mtg.)*

**(3) Oakcrest Street – North Side Storm Sewer Evaluation**

- a. The televising of the storm sewer along the north side of Oakcrest Avenue has been completed, and the video of the work has been delivered to our office. The video still needs to be reviewed, and a determination made of any required repairs.
- b. *We have contacted the sewer televising contractor to schedule the video inspection of the existing storm sewer running along the north side of Oakcrest Avenue from Sunset Street to Koser Avenue. (May Mtg.)*

**(4) Sunset Street Sidewalk – Tree Planting**

- a. Country Landscapes has planted the new tree along Sunset Street, and has started the watering program for the other trees planted last year.
- b. *We have coordinated with Country Landscapes to get the remaining tree planted along the Sunset Street sidewalk. They are checking on the availability of two similar tree types. We should have confirmation of a planting date early next week. (May Mtg.)*
- c. *Country Landscapes will also be supplying new tree watering bags for the trees planted along the sidewalk and begin watering. We are meeting on-site next week to set up the watering schedule. (May Mtg.)*



**(5) Street Signs**

- a. Russ has been continuing installation of the new school zone and speed limit signs on the streets west of Sunset near Horn School.

**(6) Sunset Street Sidewalk – Sod / Tree Condition**

- a. Virginia Miller and I met with Country Landscapes last month to evaluate the condition of the new trees. There were six trees identified that did not make it through the winter. Country Landscapes has since removed these trees by cutting them down to ground level. They are to be replaced in the fall of this year as part of the 1-year warranty for all the new trees. If it turns out that any other trees do not survive through the summer, then they will also be identified this fall and similarly replaced at that time as well.
- b. We also reviewed with Country Landscapes the areas of sod that were not growing as well as others. Their recommendation was to overseed and fertilize these areas, and to completely cut-out and replace a square section of dead sod located south of Oakcrest Avenue. Costs for this additional work were obtained from Country Landscapes and approval was given to proceed with these items.
- c. *I walked the Sunset Street sidewalk this afternoon to check the condition of sod placed last year and the trees that were planted. I will review these with Country Landscapes next week to get their input. The trees have a one-year warranty, so if any did not survive, they can be replaced in the spring if they are definitely not growing, or replaced in the fall if they need more time to show their condition. (May Mtg.)*
- d. *My observation is that most of the sod placed has really taken off in the last week or so. There are areas of brown grass particularly along the street curb in some locations, and between the sidewalk and some of the fences. This is not my area of expertise, so I am not sure why some patches of grass along the fence line are growing well right next to sections that are not growing as well. I'll request recommendations from Country Landscapes on what could be done to for these areas. (May Mtg.)*

**(7) One University Place – PUD Submittal**

- a. A written report based on my review of the PUD submittal was sent out on May 30<sup>th</sup>. Since my report was submitted, I have talked with Mid-American Energy representatives regarding both gas and electric services. I have the following comments to report:
  - i. I reviewed the One University Place PUD site plan with gas and electric representatives from Mid-American Energy. There were no concerns from either gas or electric with respect to having capacity to serve the proposed site as submitted (7-floor residential condo building and 20,000 square feet commercial building). There were no specific gas or electric facilities identified in the PUD submittal, so they requested that during development of construction drawings, Mid-American be included in the design and layout of the gas and electric facilities at the site. It was noted that an additional utility pole will need to be installed along the south side of Melrose to facilitate the electric service to the site.
  - ii. We reviewed the proposed Melrose and Sunset intersection. The intersection redesign will present some challenges for relocating existing overhead utility

poles. The existing overhead utility pole on the north side of the intersection provides service to the existing traffic signals, and this pole stands in the middle of what would be the realigned street. On the north side of the intersection, a new pole location will need to be identified on either the east or west side of realigned Sunset.

- iii. The new traffic signals may also impact the utility poles. Depending on the final location and height of the signals, taller utility poles may need to be installed to raise the wires above the traffic signals. Again, coordination with Mid-American will be required in the design of the new intersection layout.

**(8) ADA Curb Ramp Replacements**

- a. Design of new curb ramps at three intersections identified by the MPOJC review is underway. The intent is to complete the design this month, and possibly utilize a council work session later in June, or a special meeting to hold the required public hearing for the project. Plans can then be sent out to contractors for bids in July, which allows time for curb ramp work near Horn School to be complete before school starts.

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

JDB

**Building Zoning & Sanitation (“BZS”)  
May 2014 Report ♦ By Silvia Quezada**

**1. City Building Inspector’s Report (Terry Goerdt)**

- (a) **Permits Issued:** (2) for this period.
- (b) **Permit Complaint(s):** (0) for this period.
- (c) **Investigation(s):** none for this period.

**2. City Housing Inspector’s Report (Norm Cate)**

- (a) **Complaint(s).** (0) for this period.
- (b) **Investigation(s).** (0) for this period.
- (c) **Scheduled Inspection(s).** City housing inspector performed (16) scheduled rental inspections.
- (d) **Questions.** (1) question regarding “Family + 1” rental guidance (rental mgt. firm).

**3. Rental Permit Statistics.**

(a) **Total rental permits for current and prior month**

	<b>April 2014</b>	<b>May 2014</b>
<b>Residential</b>	91	93
<b>Grandview Condos</b>	51	50
<b>Total</b>	142	143

**4. Other Assignment(s).**

- (a) **Contract Renewal.** City agreement for refuge and sanitation for renewal in June; resolution to renew term of agreement prepared for Council’s review/approval.
- (b) **Annual Rental Mailing.** FY 2014-2015 written materials under review.
- (c) **Grandview Condo Complex Recycling.** To meet with Grandview Condo agent.
- (d) **Plastic Bag Ordinance.** Under active review.

**5. Open Records Request.** Residents interested in obtaining the City’s records for any of these reported matters, please contact the City clerk to place an Open Records Request.

\* \* \*

## MEMORANDUM

TO: Mayor and City Council

FROM: Norm Cate, Housing Inspection

DATE: June 7, 2014

RE: University Heights Yearly Rental Inspection Report

This memo is a report of the rental inspection program's FY 2014 inspection activities. Sixty four rental property inspections and eight re-inspections were conducted between June, 2013 and May 2014. Fifteen of those properties were new additions to the rental rolls. As in years past, the most cited violations were old, missing or inoperable smoke alarms and old or discharged fire extinguishers. Life safety items such as improperly vented water heaters, furnaces and dryers, missing or unsecured handrails and guardrails, improperly grounded or inoperable electrical receptacles and tripping hazards were also cited. Repairs were made either during the inspection or in a subsequent re-inspection.

Eight over occupancy complaint inspections were investigated in FY 2014. Two properties, 903 Melrose Ave and 52 Olive Ct. were found to be in noncompliance and occupancy was reduced within thirty days. The other six properties were found to be in compliance.

Other complaints investigated in FY 2014 were; three tall grass complaints; one dead tree complaint; one tree limb in R.O.W complaint; one gravel complaint; two parking complaints; two building without a permit complaints. All those issues found to be in noncompliance were resolved in a timely manner.

I have attended two meetings regarding the possible acquisition of a property data software system that would catalog, track and cross-reference property records electronically such as building permits, electrical permits, plumbing permits, rental permits, complaint notices, zoning board decisions, etc. I think acquisition of such a system will be essential for the City in the coming years.

The following is a list of rental inspections conducted in FY 2014. I look forward to serving you and the City in the coming year.

JUNE 2013 INSPECTIONS:

128 Grandview Ct; 314 Grandview Ct; 412 Grandview Ct; 523 Grandview Ct; 124 Highland Dr.; 395 Koser Ave; 14 George St; 124 Grand Ave

JULY INSPECTIONS:

26 Leamer Ave; 1421 Grandview Ct; 55 Olive Ct; 107 Highland Dr; 14 George; 395 Koser; 368 Koser; 121 Highland Dr; 208 Highland Dr; 513 Grandview Ct;

AUGUST INSPECTIONS:

26 Leamer Ave; 1424 Grand Ave; 100 Highland Dr.

SEPTEMBER INSPECTIONS:

No inspections conducted in September

OCTOBER INSPECTIONS:

225 Koser; 236 Koser; 396 Koser; 425 Koser

NOVEMBER INSPECTIONS:

236 Highland Dr.; 147 Koser Ave; 149 Koser Ave; 217 Koser Ave; 138 Highland Dr; 120 Koser Ave

DECEMBER INSPECTIONS:

30 Koser Ave

JANUARY 2014 INSPECTIONS:

212 Golfview Dr.

FEBRUARY INSPECTIONS:

212 Golfview Dr; 102 Grandview Ct.

MARCH INSPECTIONS:

1124 Melrose Ave; 108 Highland Dr; 11 Glencrest Rd; 1491 Grand Ave.

APRIL INSPECTIONS:

201 Grandview Ct; 202 Grandview Ct; 213 Grandview Ct.; 302 Grandview Ct; 505 Grandview Ct;

506 Grandview Ct. 625 Grandview Ct;

MAY INSPECTIONS:

112 Grandview Ct; 310 Grandview Ct; 406 Grandview Ct; 525 Grandview Ct; 206 Grandview Ct; 211 Grandview Ct; 311 Grandview Ct; 517 Grandview Ct; 527 Grandview Ct; 528 Grandview Ct; 622 Grandview Ct; 411 Grandview Ct; 407 Grandview Ct; 209 Grandview Ct; 313 Grandview Ct; 416 Grandview Ct.

RESOLUTION NO. 14-18

**RESOLUTION AUTHORIZING MAYOR TO SIGN LEASE AGREEMENT WITH JOHNSON COUNTY REFUSE, INC. FOR REFUSE REMOVAL AND RECYCLING SERVICES**

**RESOLVED**, that the University Heights City Council hereby approves and authorizes the Mayor to sign the Agreement for refuse removal and recycling services with Johnson County Refuse, Inc. in the form attached hereto as Exhibit "A".

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

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Lane	_____	_____	_____
Miller	_____	_____	_____
Nampala	_____	_____	_____
Quezada	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 10<sup>th</sup> day of June, 2014.

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

ATTEST:

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

**University Heights June 2014 eGovernment Report**

**U-H Website Updates/Statistics May 1- 31, 2014**

- **May 29, 2014**
  - Marietta water main replacement paving begins
- **May 17, 2014**
  - April council meeting webstream
  - Timeline for PUD application
- **May 16, 2014**
  - Outline for PUD application
  - City-wide garage sale information
- **May 13, 2014**
  - May 14 proclaimed “Dottie Ray Day”
- **May 12, 2014**
  - May council meeting agenda and attachments
- **May 11, 2014**
  - FY14 Budget amendments
  - April Council meeting minutes
- **May 10, 2014**
  - May council meeting agenda
- **May 9, 2014**
  - OUP PUD submittal
  - U-Heights resident Katie Ryken awarded Fulbright Fellowship
- **May 6, 2014**
  - Budget Hearing summary
- **May 4, 2014**
  - Marietta water main upgrade
  - Council meeting and budge hearing notices

**Monthly Statistics from Stat Counter**

<b>Page Views</b>	<b>Unique Visits</b>	<b>1<sup>st</sup> Time Visits</b>	<b>Returning Visits</b>	
<b>1045</b>	<b>783</b>	<b>556</b>	<b>227</b>	<b>Total</b>
<b>34</b>	<b>25</b>	<b>18</b>	<b>7</b>	<b>Average</b>

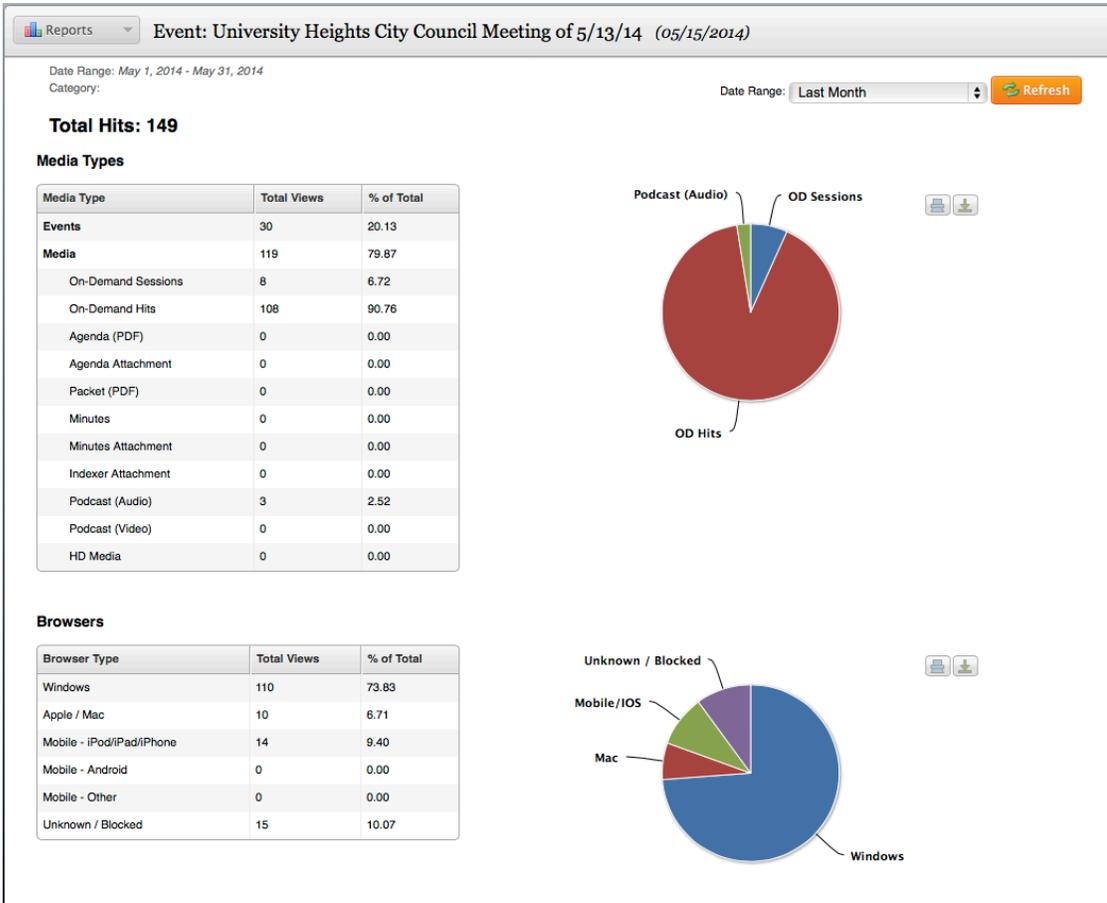
**Monthly Statistics from Webalyzer**

<b>Total Hits</b>	<b>47790</b>
<b>Total Files</b>	<b>23358</b>
<b>Total Pages</b>	<b>10140</b>
<b>Total Visits</b>	<b>5601</b>
<b>Total Unique User Agents</b>	<b>876</b>
<b>Average Visits Per Day</b>	<b>180</b>

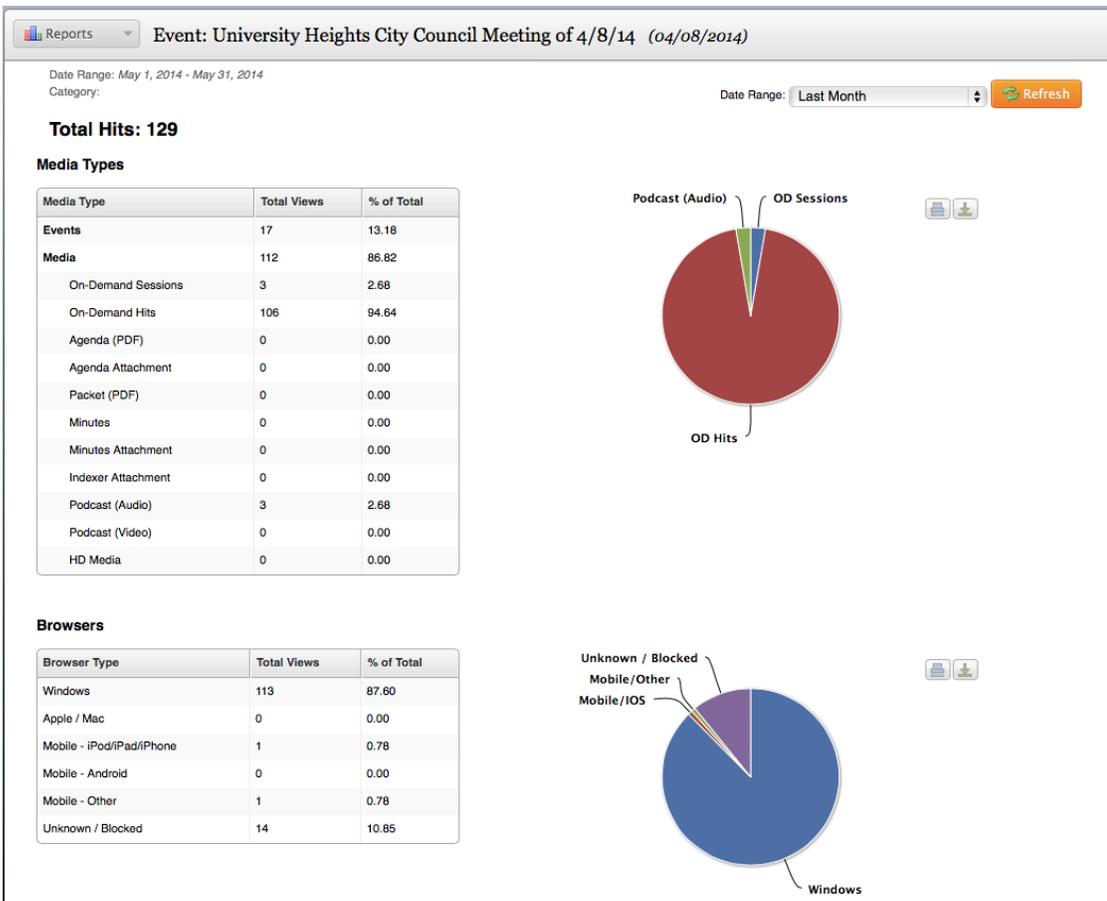
**U-H Website Twitter Statistics May 1- 31, 2014**

<b>Tweets</b>	<b>10</b>
<b>Re-tweets</b>	<b>0</b>
<b>Followers</b>	<b>39</b>

# University Heights City Council Meeting Webcasts Viewing Statistics From EarthChannel



**May Council Meeting statistics from 5/15/14 to 5/31/14**



**April Council Meeting statistics from 5/1/14 to 5/31/14**