

# AGENDA

**City of University Heights, Iowa**

**Special Meeting of City Council**

*Thursday, July 24, 2014*

**University Heights City Hall**

**6:00pm-6:45pm**

**Meeting called by Mayor Louise From**

<b>Time</b>	<b>Topic</b>	<b>Owner</b>
<b>6:00</b>	Call to Order Special meeting Roll Call	Louise From
	Consideration of Bids received for the ADA Curb Ramp Replacement- Oakcrest and Koser Project.	Josiah Bilskemper
	Discussion of Local Option Sales Tax (LOST) -Ballot Language (Revenue Purpose Statement) -Duration/sunset clause	Jim Lane/Mike Haverkamp
	Consideration of agreement concerning connection to culvert under City alley	Steve Ballard
<b>6:45</b>	Adjournment	Louise From

**Next Regular Council Meeting will be held 7:00pm Tuesday, August 12<sup>th</sup> at the University Club.**

**July '14 – City Attorney's Report**  
**SPECIAL MEETING – July 24, 2014**

1. **LOST.** The Council will be discussing the Local Option Sales Tax (LOST) at the Special Meeting July 24 and, perhaps, at the regular meeting August 12. There are several items for the Council to consider and to keep in mind:
  - The Johnson County Board of Supervisors is asking each City voting on LOST for input on a “sunset” provision – the date on which LOST will expire in that City (assuming it is adopted).
    - The Board has several options, including these: let each City determine its own expiration date; select an expiration date for the entire County; or indicate that the tax will remain in place until a referendum (election) to repeal it.
    - In considering this issue, the Board has asked Cities for input. I believe there is a County-wide meeting of all Cities and the Board on Monday (July 28), and I expect this issue may be discussed then.
    - The City of Iowa City has requested a 10-year period for the tax. The University Heights City Council may want to specify an identical period so that the City shares in tax revenue for as long as the tax is imposed in Iowa City (again, assuming it is adopted). That is, so long as Iowa City or Coralville has the tax in place, University Heights residents will be paying it whenever they go shopping in Iowa City and Coralville (which I am guessing is all the time), so the City may want to mirror the expiration date requested by Iowa City and/or Coralville.
  - The City needs to adopt a Revenue Purpose Statement and submit it to the Board of Supervisors by August 27. With that deadline, the Council may adopt a statement at the Special Meeting July 24 or wait until the next regular meeting August 12.
    - This statement itself will appear on the November ballot.
    - Iowa law requires that the Council inform voters how much, if any, of LOST proceeds will go toward property tax relief – even if that amount is zero.
    - The Board of Supervisors would like Cities to specify that 10% of the LOST funds collected would go toward payment of the Courthouse Annex bond

- In 2009, the University Heights LOST ballot and Revenue Purpose Statement read as follows:

“SHALL THE FOLLOWING PUBLIC MEASURED BE ADOPTED?

A local sales and services tax shall be imposed in the city of University Heights at the rate of one percent (1%) to be effective from July 1, 2009, until June 30, 2013. Revenues from the sales and services tax shall be allocated as follows:

0% for property tax relief

The specific purpose for which the revenues shall otherwise be expended is:

100% for street improvements, sidewalk widening projects, and/or any other lawful purpose.

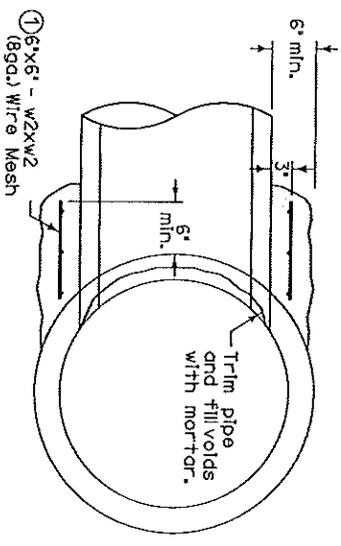
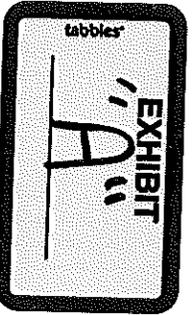
- The “any other lawful purpose” language gave the council the authority to use the LOST proceeds in any way it determined was best for the City. Including “street improvements” and “sidewalk widening” let the Council inform voters of its broad intentions.
- Here are some of the mechanics of how LOST will work (if adopted):
  - The tax would start July 1, 2015.
  - By August 15, the Iowa Treasurer would provide Cities with an estimate of revenue expected to be generated by LOST in the coming year.
  - The City would receive 95% of the estimate in monthly installments (the first being paid no later than August 31)
  - The revenue collections would be reconciled at the end of the fiscal year (June 30, 2016) and any additional revenue based on actual collections (over and above the 95% estimate) would be paid to the City (or any shortfall would be withheld from future payments).
- As a reminder, LOST will only be imposed if a majority of all votes cast in the contiguous Cities – University Heights, Coralville, Iowa City, North Liberty, and Tiffin – are in favor of LOST.

2. **Council Election – November 4.**

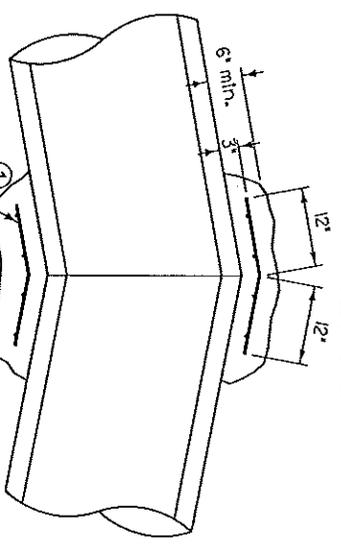
- As I have informed the Council previously, there has been some changing of opinions about whether the seat Carla Aldrich was appointed to fill in July will or will not be up for election November 4 – the date of the general election.
- The Johnson County Auditor’s Office now says (again) that this Council seat will be on the ballot November 4.
- As mentioned before, there is are quite a few details that go in the Auditor’s analysis and conclusion here, but the decision has been made that the City will have an election for the seat Carla was appointed to fill, and that election will be November 4.
- The term of office for this seat will still run through December 31, 2015.

3. **Agreement for Drainage Pipe Connection.** The owner of 905 Melrose Avenue, Bruce Moyer, appeared at the Council meeting in May to discuss certain drainage issues.

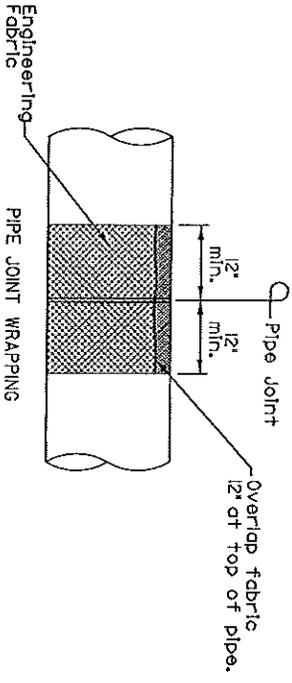
- Since then, Josiah Bilskemper and I have met, and Josiah has spoken with Mr. Moyer about a solution. The solution permits Mr. Moyer to connect his private drainage pipe to the City’s drainage pipe that runs underneath the alley that is east of Olive Court.
- The Council will be considering an Agreement permitting this connection at the Special Meeting. A draft version of the Agreement is attached. At the time I am preparing this report, neither Josiah nor Mr. Moyer have had an opportunity to review the Agreement, so there may be some changes.



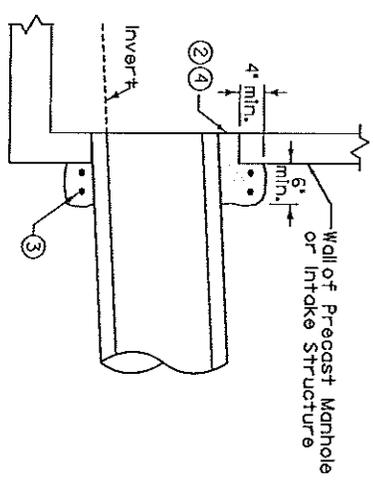
① 6"x6" - W2XW2 (8ga) Wire Mesh  
TYPE PC-1 CONCRETE COLLAR CONNECTION



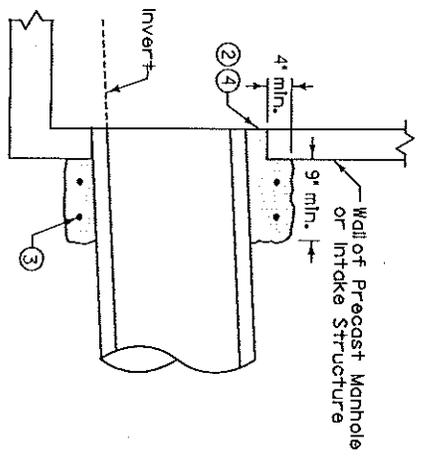
TYPE PC-2 CONCRETE COLLAR CONNECTION



PIPE TO PIPE CONNECTION



CONCRETE COLLAR FOR PIPES 12" AND SMALLER



CONCRETE COLLAR FOR PIPES GREATER THAN 12"

- ① Lap ends of wire mesh a minimum of 6 inches.
- ② Concrete collar is required when annular space between the outside of the pipe and the wall of the structure is 2 inches or greater.
- ③ Provide two #4 hoop bars in concrete collar. Lap bars a minimum of 6 inches.
- ④ Trowel concrete flush with inside wall of structure.

SUDAS Iowa Department of Transportation	STANDARD ROAD PLAN FIGURE 4020.211	REVISION 1 10-16-12 <b>SW-211</b>
	REVISIONS: Adder pipe to structure connections. <i>R. A. M. [Signature]</i> <i>Dennis [Signature]</i> <i>Healy [Signature]</i>	<b>SPECIAL PIPE CONNECTION FOR STORM SEWER</b>

**AGREEMENT CONCERNING CONNECTION TO CITY DRAINAGE PIPE**

This agreement is entered into this \_\_\_\_\_ day of July, 2014, by and between Bruce R. Moyer, hereinafter referred to as OWNER, and the City of University Heights, Iowa, hereinafter referred to as CITY, to-wit:

WHEREAS, OWNER is the titleholder of the following described real estate commonly known as 905 Melrose Avenue, University Heights, Iowa and legally described as follows (hereafter "THE PROPERTY"):

Lot A as shown in the Plat of Survey dated September 26, 1946, and recorded May 16, 1947, in Plat Book 4, Page 106, Records of the Johnson County Recorder's Office; and

Auditor's Parcel 2005054 as shown in Plat of Survey dated May 10, 2005, and recorded November 9, 2005, in Plat Book 50, Page 74, of the Records of the Johnson County Recorder's Office; and,

WHEREAS, the CITY owns the alley right-of-way adjacent to the west of the PROPERTY that provides access to the PROPERTY and other homes both east and west of the alley; and

WHEREAS, a CITY drainage pipe has existed for many years under the improved portion of the alley; and

WHEREAS, OWNER desires to connect a private drainage pipe to the CITY drainage pipe; and

WHEREAS, the CITY and OWNER have agreed upon terms and conditions of permitting such a connection, all as set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY AND RECEIPT OF WHICH IS ACKNOWLEDGED BY THE PARTIES, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. OWNER is and shall be permitted to connect his private drainage pipe to the CITY's drainage pipe on the east side of the CITY's alley right-of-way that is adjacent to the west of the PROPERTY.

2. OWNER's connection or reconnection to the CITY drainage pipe (including, without limitation, the size, location, and manner of connecting or reconnecting OWNER's drainage pipe) is and shall be subject to the observation, review, and approval of the CITY Engineer.

3. OWNER's connection or reconnection to the CITY drainage pipe will comply substantially with the "Special Pipe Connection for Storm Sewer" drawing, detail, and specifications attached to this Agreement as Exhibit "A", unless otherwise approved by the CITY Engineer.

4. All labor, materials, and any other expenses associated with the connection or reconnection shall be paid for exclusively by the OWNER.

5. At the time of OWNER's initial connection to the CITY drainage pipe, CITY will clean out the drainage pipe at CITY's cost.

6. OWNER shall bear the cost of the following:

A. Any and all costs associated with the CITY's maintenance, repair, or replacement of the CITY's drainage pipe, to the extent those costs result from damage caused or a condition created by OWNER's connection or reconnection; and

B. Any and all costs associated with reconnecting the OWNER's drainage pipe to the CITY's drainage pipe in the event such reconnection is required for any reason, including, without limitation, future work by the owner; future work by the CITY; or any other occurrence or event that requires reconnection. In the event OWNER does not desire such reconnection, then none will be made and the CITY's drainage pipe shall terminate in the alley right-of-way as it did before, and water conveyed by the pipe will be discharged onto OWNER's property.

7. OWNER has satisfied himself that the connection to the CITY drainage pipe is advantageous to and not to the detriment of his property or others and agrees to indemnify and hold the CITY harmless from any and all claims related to damage caused or alleged to be caused by the connection, whether those claims are by OWNER; OWNER's devisees, successors, or assignees; or third parties.

8. This Agreement shall constitute a covenant running with the land and shall be binding upon all successors, assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF the undersigned have hereunto affixed their signatures.

\_\_\_\_\_  
Bruce R. Moyer

- OWNER -

CITY OF UNIVERSITY HEIGHTS

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

ATTEST BY:

\_\_\_\_\_  
Christine M. Anderson

STATE OF IOWA            )  
                                  ) SS:  
COUNTY OF JOHNSON    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Bruce R. Moyer.

\_\_\_\_\_  
Notary Public, State of Iowa

STATE OF IOWA            )  
                                  ) SS:  
COUNTY OF JOHNSON    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Louise From and Christine M. Anderson as Mayor and City Clerk, respectively, of the City of University Heights; the seal affixed thereto is the seal of said municipal corporation by authority of its City Council; the said Louise From and Christine M. Anderson, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public, State of Iowa

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff  
FROM: Josiah Bilskemper, P.E.  
DATE: July 23, 2014  
RE: City Engineer's Report – July Special Meeting

**(1) ADA Curb Ramp Replacements**

- a. Today we received two bids for the Oakcrest and Koser curb ramp project for consideration by council at the July 24 special meeting. The apparent low bid (\$14,485.00) was submitted by J&L Construction from Washington, Iowa. The second bid is from L.L. Pelling in North Liberty (\$23,500). The bid tabulation is attached.
- b. The bid from J&L Construction is about 19% higher than the estimate. Given the fluctuation of the current bidding climate (and in particular the small scope of this particular project), it has not been uncommon to see bids that are 15%-20% higher than typical costs for this type of work.
- c. We will contact J&L Construction tomorrow to review the scope of the work and the schedule. Assuming there is no discrepancy in their understanding of the project, we would recommend award of the construction to J&L Construction.
- d. J&L Construction has worked in University Heights several times in the last 5-years. They have been involved in street repairs and storm sewer intake repairs, and they were the general contractor for the Melrose Wide Sidewalk project in 2010. They also regularly do work for the University of Iowa and surrounding cities. Our past experience has shown that they are capable of doing a good job with this type of work.
- e. *Attached are the proposed drawings for new sidewalk curb ramps at the Oakcrest and Koser intersection below Horn School. The work replaces the existing north-south curb ramps with ADA compliant ramps, and adds an east-west crossing as identified in the MPOJC report. Currently there is no set of curb ramps that provide access from the sidewalk on the east side of Koser Avenue to the west side of Koser Avenue, starting from Horn School until you get to the Koser and Sunset intersection. Adding this east-west crossing at the intersection provides that link. (July Mtg.)*
- f. *The curb ramp work at the Oakcrest/Koser intersection (attached) will be pulled out and issued for informal bids so that the work can be completed before school starts in August. (July Mtg.)*
- g. *Design of new curb ramps at three intersections identified by the MPOJC review is underway. The intent is to complete 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. (June Mtg.)*

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

JDB



**SHIVE-HATTERY, INC.**

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

**TABULATION OF BIDS**

Client: City of University Heights

Project Name: ADA Curb Ramp Replacement - Oakcrest and Koser  
S-H Project #: 114102-0

Bid Date: July 23, 2014

Location: Shive-Hattery (Iowa City)

Page No.: 1 of 1

NAME AND ADDRESS OF BIDDER		Engineer's Estimate		J & L Construction, LLC 1971 Lexington Boulevard Washington, Iowa 52353		L.L. Pelling Company 1425 West Penn Street North Liberty, Iowa 52317		
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
2	TRAFFIC CONTROL	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,640.00	\$2,640.00
3	REMOVAL, SIDEWALK	39	\$15.00	\$585.00	\$15.00	\$585.00	\$38.00	\$1,482.00
4	REMOVE AND REINSTALL SIGN, AS PER PLAN	2	\$250.00	\$500.00	\$150.00	\$300.00	\$250.00	\$500.00
5	PCC PAVEMENT, REMOVE AND REPLACE	10	\$166.00	\$1,660.00	\$100.00	\$1,000.00	\$120.00	\$1,200.00
6	MANHOLE ADJUSTMENT, MAJOR	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$3,100.00	\$3,100.00
7	STORM INTAKE, CLEAN AND PATCH	1	\$750.00	\$750.00	\$500.00	\$500.00	\$1,575.00	\$1,575.00
8	SIDEWALK, PCC, 4-INCH	22	\$50.00	\$1,100.00	\$65.00	\$1,430.00	\$96.00	\$2,112.00
9	SIDEWALK, PCC, 6-INCH	27	\$55.00	\$1,485.00	\$70.00	\$1,890.00	\$98.00	\$2,646.00
10	DETECTABLE WARNING	32	\$35.00	\$1,120.00	\$40.00	\$1,280.00	\$60.00	\$1,920.00
11	SODDING	500	\$1.00	\$500.00	\$5.00	\$2,500.00	\$2.65	\$1,325.00
<b>TOTAL BASE BID</b>				<b>\$12,200.00</b>		<b>\$14,485.00</b>		<b>\$23,500.00</b>