

AGENDA

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

Tuesday, June 9th, 2015

Horn School- Library room

600 Koser Ave.

7:00-9:00pm

Meeting called by Mayor Louise From

Time	Topic	Owner
7:00	Call to Order Roll Call Approval Minutes- May 12, 2015 Approval Minutes- May 27,2015	Louise From
7:02	-Consideration of Resolution No. 15-33 Granting a permit to Fourth Room Theatre to produce sound audible across property lines pursuant to Ordinance 59(2)(c). SEATS & Transit services contracts -Consideration of Resolution No. 15-34 authorizing the Mayor to sign and the Clerk to attest the FY2016 28E agreement 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 Resolution No. 15-35 authorizing the Mayor to sign and the Clerk to attest the FY2016 Agreement 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 \$36,161.00	Tom Brase/Brad Neumann
	Public Input	Public comments
	Updates of One University Place	Maxwell Development Team
	Council discussion of PUD Plan Application and Developer's Agreement . -Consideration of Resolution No. 15-30 Approving On Conditions the Multiple-Family Commercial PUD Plan Application submitted by Maxwell Development, LLC	

Time	Topic	Owner
	-Consideration of Resolution No. 15-31 Approving and Authorizing the Mayor to Sign a Development Agreement with Maxwell Development, LLC	
	-Consideration of Resolution No. 15-36 setting a public hearing for July 14, 2015 on proposal to adopt Urban Renewal Plan and establish Urban Renewal Area related to City Financing for One University Place.	
<u>Administration</u>		
-Mayor	Mayor's Report	Louise From
	-Consideration of Resolution No. 15-37 authorizing the Mayor to sign a proclamation designating June 21-27, 2015 as "Childhood Cancer Awareness Week" in the City of University Heights	
-City Attorney	Legal Report	Steve Ballard
-City Clerk	City Clerk report	Chris Anderson
<u>Committee Reports:</u>		
<u>Finance</u>	Committee Report Treasurer's Report/ Payment of Bills	Jim Lane Lori Kimura
<u>Building, Zoning & Sanitation</u>	Committee Report	Silvia Quezada
	-Consideration of Resolution No. 15-38 authorizing Council Member Silvia Quezada to sign a Solid Waste Alternatives Program agreement and forgivable Promissory Notes in the amount of \$1,488.00 between the City and the Iowa Department of Natural Resources related to recycling bins and promotional activities at Grandview Court Condominiums	
	Zoning Commission Report	Pat Yeggy, zoning chair
<u>Community Protection</u>	Police Chief Report	Ken Stanley
	Committee Report	Carla Aldrich/M. Haverkamp
<u>Streets and Sidewalks</u>	Committee Report Community Relations Report	Virginia Miller
	Engineer Report	Josiah Bilskemper
<u>e-Government</u>	Committee Report	Mike Haverkamp

Time	Topic	Owner
	Announcements	Anyone
9 :00	Adjournment	Louise From

Note: City Council Meeting, Tues, July 14th @ 7:00pm-Location to be announced.

RESOLUTION NO. 15-33

**RESOLUTION GRANTING A PERMIT FOR AUDIBLE SOUNDS
ASSOCIATED WITH THEATER PRODUCTION**

WHEREAS, Fourth Room Theatre proposes to stage a Shakespeare production using a sound amplification system on private property within the City of University Heights, with the permission and consent of the property owner on August 13-16 and 20-23, 2015; and

WHEREAS, the production will or may involve creation of sound that is audible to the general public across property boundaries; and

WHEREAS, Fourth Room Theater intends to take all measures reasonably required so that sound is no louder than necessary for its production,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of University Heights, Iowa, that Fourth Room Theatre is permitted to create sound that may be audible to the general public across property boundaries during its Shakespeare production on private property within the City of University Heights, on August 13-16 and 20-23, 2014, all pursuant to University Heights Ordinance No. 59(2)(c).

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of June, 2015.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

RESOLUTION NO. 15-34

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THE FY2016 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 FY2016 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 FY2016 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 and the City Clerk to attest in duplicate 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 9th day of June, 2015.

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, 2015 through June 30, 2016**

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, 2015 and continue for one year though and including June 30, 2016.
2. The City agrees to pay the County \$8,443.92 for the provision of paratransit service in FY2016. This amount shall be the total City funding to the County from the City for SEATS service in FY2016. Monthly payments of \$703.66 shall be due on or before the 15th of each month, with first said payment due in July of 2015.
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: _____
Pat Harney, 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 from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities – In accordance with Section 102 of the Americans with Disabilities

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

- (3) The Contractor agrees that it 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 performed 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. 15-35

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST THE FY2016 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 FY2016 at a rate of \$36,161, 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 FY2016 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 9th day of June, 2015.

Louise From, MAYOR

ATTEST: _____
Christine Anderson, CITY CLERK

**FY2016 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 _____, 2015, 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

No separate legal or administrative entity is created herein. 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, 2015, and continue through and including June 30, 2016.

III. Termination

This agreement may be terminated upon thirty calendar days written notice by either party. In the event of termination, Iowa City shall provide public transit service through the last day of the thirty-day notice period, and University Heights shall pay for all services rendered, including those rendered in the thirty-day period.

IV. Compensation

The City of University Heights agrees to pay \$36,161 for the provision of public transit service as herein described during FY2016. Payment shall be made in twelve monthly payments of \$3,013.42 each, to be received by the City of Iowa City on or before the 15th of each month.

V. Chapter 28E, Code of Iowa

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

CITY OF IOWA CITY

CITY OF UNIVERSITY HEIGHTS

By: _____
Matthew J. Hayek, Mayor

By: _____
Louise From, Mayor

Attest:

Attest:

City Clerk, Marian K. Karr

City Clerk, Christine Anderson

Approved by:

City Attorney's Office

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

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

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

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

Notary Public in and for the State of Iowa

Prepared by and return to:	Steven Ballard, Leff Law Firm, P.O. Box 2447, Iowa City, Iowa 52244-2447, (319) 338-7551
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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 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.
- e. Failure by the City to identify a building code deficiency during plan review does not relieve the Developer from any obligation to comply with all applicable code provisions. Approval of building plans and/or construction drawings by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations. Approval of plans and/or construction drawings hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Project as constructed.
- ~~d~~f. Walls separating units with bedrooms on each side of such party wall shall be designed to have a Sound Transmission Class (STC) of no less than 60.

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 for the Project ("Declaration"), Developer will record such ~~d~~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. Unless additional extended hours are approved by Resolution of the City Council, 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; provided, however, that all outdoor service areas shall close no later than 11:00 p.m.- 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)(4232)~~, 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 104 maximum dwelling units permitted for the Project by City Ordinances #79, #180 and #188. 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 104 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 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.
- q. The Developer and/or the Project's owners' association will report to the City Council any intention to install more surface parking within the Project than is shown on the approved PUD Plan. The maximum amount of surface parking is 108 spaces pursuant to Ordinance 79(13)(B)(6).
- r. In the event the City becomes the owner of the easterly most commercial unit on the ground level of the south building of the Project, the condominium Declaration shall provide that the exterior fenced green-space area adjacent to and east of such unit (as shown on the attached Exhibit B) and the area on the south plaza adjacent to the entry door to such unit (also shown on Exhibit B) shall be a limited common element of the condominium associated exclusively with such City-owned unit, to be insured (general liability, not casualty) by the City and to be subject to the City's rules and regulations for use by the City and its invitees, guests and the general public. This limited common element shall be maintained by the Association. The limited common element will exclude the sidewalk at the east end of the South building that will be reserved as a general common element for all unit owners, and the City agrees that it will not impede the other unit owners and their invitees, customers, clients and guests from traversing upon the sidewalk (general common element) adjacent to the City-owned unit and associated limited common elements, for reasonable access to and from other condominium units in the Project. The condominium Association shall be responsible for the care, upkeep, maintenance, and repair of the sidewalk as a general common element.
- s. In the event the City becomes the owner of a commercial unit of the Project, and so long as the City is such an owner, then in addition to being a voting member of the Association with all rights of membership afforded to unit owners by the Declaration, one (1) representative of the City, as appointed from time to time by the City Council, shall a member of the Association's Board of Directors (its governing board).
- t. The Developer agrees for itself and for its successors and assigns that each deed or other conveyance shall contain the following covenants on the part of the Developer for itself and all such successors and assigns:
- i. That the real property comprising the Project shall be devoted only to and in accordance with the uses specified in this Agreement subject to any modification of such uses that might be contained in the Urban Renewal Plan that will be adopted as part of a separate economic incentives agreement between the Developer and the City upon which this Agreement is Conditioned (see paragraph 16 below).

ii. That any owner of the real property comprising the Project shall not discriminate upon the basis of age, race, creed, color, disability, gender identity, marital status, sex, sexual orientation, religion, national origin, or the presence or absence of dependents or public assistance source of income in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or constructed or to be erected or constructed on that property or any part thereof.

~~P.U.~~ It is intended that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in paragraph 3(t)(ii) above, both for and in its own right and also for purposes of protecting the interests of the community and other parties, public and/or private, in whose or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City. The City shall have the right in the event of any breach of any such agreement or covenant to exercise all the rights and remedies and to maintain any actions or suits at law and/or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled, and shall be entitled to recover, in addition to its court costs, reasonable lawyer fees and litigation expenses.

4. **Easements.** Before the issuance of any occupancy 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 erection, maintenance, replacement and use of a bus shelter along Melrose Avenue, as shown on the PUD Plan, to the extent not within City right-of-way. The bus shelter shall be installed, maintained, repaired and replaced by the City or, in accordance with a 28E agreement, by the municipal provider of the bus service.
- 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).

In addition to the forgoing easements to be granted to the City, before the issuance of any building permit for the Project, the Developer shall have obtained easements as needed from any adjacent property owner for implementation of the storm water management plan approved by the City for the Project.

5. **Dedication of Right-of-way.** Before the issuance of any occupancy 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 Street Improvements/Project Turn Lane Improvements.**

Aa. As a public improvements project, the City shall be responsible for ~~desired~~ intersection and related improvements to the intersection of Sunset Street and Melrose Avenue, including paving relocation, traffic controls and sidewalks within City right-of-ways (“Intersection Improvements”) as may be determined by the City. Developer shall dedicate to the public, without cost to the City, any right-of-way needed for the Intersection Improvements provided such dedication does not make the Project nonconforming with any applicable governmental requirements. The Developer shall, at Developer’s expense, provide to the City the necessary design, plans and bidding documents for the Intersection Improvements. The City shall bid the project in accordance with applicable laws and regulations and pay for the Intersection Improvements with City revenue other than any tax increment revenues the parties contemplate and agree that any indebtedness the City may incur for such Intersection Improvements will constitute a protected levy and will be paid, in proportionate part, by incremental taxes generated by and from the Project with priority over any tax rebate pursuant to an economic incentives agreement between the parties, all to be in accordance with Iowa law. Upon the City’s completion of the Intersection Improvements the Developer shall gift to the City, if the land area is not otherwise needed for Project zoning or other regulatory compliance, the easterly wooded portion of the Maxwell Parcel (commonly known as the “Ravine”) to thereafter be owned and maintained by the City as a natural area. The City and the Developer shall have an inspection of the Ravine area prior to the turnover to the City to ensure that there are no major environmental or structural issues needing remedy prior to the turnover.

Bb. As part of the Developer’s Project, the Developer shall be responsible for desired left turn lane improvements into the Project’s private entrance drive from Melrose Avenue as shown on the PUD Plan, including paving, any traffic controls and sidewalks (“Project Turn Lane Improvements”). Developer shall dedicate to the public, without cost to the City, any right-of-way needed for the Project Turn Lane Improvements. The Developer, at Developer’s expense, shall be responsible for the design, plans and construction of the Project Turn Lane Improvements, which shall be installed according to plans and specifications approved by the City’s engineer. The Developer’s construction of the Project Turn Lane Improvements shall commence after the issuance of a building permit for Phase One of the Project, with the objective of completing the Project Turn Lane Improvements by the time the first Occupancy Permit for Phase One of the Project is ready for issuance. The City and the Developer agree that any damage to Melrose Avenue caused by heavy traffic due to construction of the front or back building shall be the responsibility of the Developer. In addition, if the private north/south road is used by an entity to construct facilities north of the property, then the Developer shall also be responsible for any necessary repair to Melrose Avenue due to excess traffic or construction equipment traffic.

7. **Timing of Construction.**

Aa. 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.

Bb. The Project is likely to be constructed in phases, with the first phase to be the construction of the proposed south multi-family residential/commercial building and improvements ("Phase One"). Developer is presently intending, if possible, to start construction on Phase One late summer 2015. Construction on Phase One will likely commence while the Saint Andrew Presbyterian Church ("Church") continues to occupy the existing church building on the North portion of the property. The City shall allow such construction of Phase One during the Church's continuing use and occupancy, provided that before issuance of any occupancy permit for Phase One the Church's use and occupancy of the existing building shall have ceased. Before issuance of a building permit for Phase One, the Developer will provide the City with a Church parking plan to be used during the Construction of Phase One while the Church remains operational at the Project sight. The second phase of the Project will be the razing of the existing church building and the construction of the new multi-family residential structure and improvements on the north side of the Project (Phase Two). Developer is presently intending, if possible, to start construction on Phase Two early summer 2016, soon after the Church has vacated the existing church building.

cC. 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 three years after the commencement date.

Dd. In any event, construction on the Project shall commence within five (5) 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-five~~ (5) 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. **Sale or Lease of ~~Commercial~~ Space to Property Tax Exempt Entities.** Unless approved in advance by Resolution of the City Council, until ~~the end of the term of any 25 years after the approval of the initial building permit for the Project-economic incentive agreement that may be entered into applicable to the Project~~, the Developer (including its successors and assigns) shall not sell or lease any commercial unit of the Project to a property-tax exempt entity if such sale or lease will result in such commercial unit becoming property ~~tax~~-exempt ~~from the payment of property tax~~. Until 30 years after the last payment of any TIF benefits to the Developer, the Developer (including its successors and assigns) shall not sell or lease any residential unit of the Project to a property tax exempt entity if such sale or lease will result in such residential unit becoming exempt from the payment of property tax.
10. **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.
11. **Conflicts of Interest.** Developer agrees that, to the best of his knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no public official of the City who exercises or has exercised or will exercise any functions or responsibilities with respect to the Project during his or her tenure, or who was or is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.
12. **Lease Clause.** Any lease that the Developer (or its successors or assigns) may enter into for a commercial Unit in the Project shall provide that the tenant shall not approach the City Council for, or receive, any direct or indirect lease subsidy.
13. **Representations and Warranties of Developer.**
 - a. The Developer is a person of legal age and is competent and otherwise has the power to enter into and perform this Agreement. The Developer is contemplating assigning this Agreement and the Developer's obligations hereunder to a development entity in which the Developer will be one of the principal owners ("Development Entity"). The Development Entity will have the power and authority to assume and fully perform this Agreement. The Development Entity will have the power to perform all of the obligations hereunder without violating any provisions of its organizational

documents, any other agreement or the laws of the State of Iowa. Developer shall promptly notify the City of any and all changes whatsoever with respect to the identity of the parties in control of the Development Entity and the parties owning the real property comprising the Project or any part of that property through the time an occupancy permit is issued for Phase One of the Project.

b. The Developer has the full power and authority to execute this Agreement (and the Development Entity will have the full authority to assume this agreement as successor to Developer) and this Agreement shall constitute the legal, valid and binding obligation of the Developer (the Development Entity once assigned) in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by the Developer or the consummation of the transaction contemplated thereby by the Developer or the Development Entity.

c. The making of this Agreement by the Developer, and the performance of this Agreement by the Developer or Development Entity and the execution and delivery of the documents to be delivered by the Developer and/or the Development Entity pursuant hereto, have been duly authorized by all necessary action of the Developer (or will be duly authorized by all necessary action of the Development Entity) and this Agreement and such documents will be valid and binding obligations of the Developer (or Development Entity) enforceable in accordance with their terms.

d. The Developer (or Development Entity) will cause the Project to be constructed and maintained in accordance with this Agreement, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations), except for minor variances necessary to construct the Project contained in any construction plans approved by the City.

e. The Developer (or Development Entity) will use its best efforts to obtain, or cause to be obtained, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations that must be obtained or met before the Project may be lawfully constructed. The Developer's (or Development Entity's) architect will work with the City's staff on the final designs of the Project to confirm that they are materially in compliance with the approved PUD Plan. If the final exterior design substantially deviates from the PUD Plan, it shall be subject to approval by the City Council.

f.) Through the time an occupancy permit is issued for Phase One of the Project, the Developer (or Development Entity) may not and shall not engage in any financing or any other transaction creating any mortgage, encumbrance, or lien upon the property comprising the Project, whether by express agreement or operation of law, or suffer any encumbrance to be made on or attach to that property, except for the purposes of obtaining funds to the extent necessary for making the improvements associated with the Project, including, all direct and indirect Project costs including, but not limited to, the costs of land, demolition, project phasing, temporary access for Developer and the

Church, development, design, architecture, engineering, legal, accounting, construction, administration, management, marketing, financing, accounting, exterior and interior improvements, furnishings, fixtures, and any other direct and indirect cost associated with the Project.

g. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which he is bound (nor to which the Development Entity will become a party or will become bound), nor do they constitute a default under any of the forgoing.

h. The Developer (or Development Entity) will spend enough in construction of the Project, when combined with the value of the real estate and related site improvements, to equal or exceed any Assessor's Minimum Actual Value that may be set forth in a separate economic incentives agreement with the City upon which this Agreement is Conditioned (see paragraph 16 below). Any covenants and agreements of the Developer (or Development Entity) applicable to any Assessor's Minimum Actual Value shall be specified in the separate economic incentives agreement. The Developer (or Development Entity) will document his or its investment in the Project and provide evidence of such investment in accordance with the requirements of the economic incentives agreement to be entered into with the City. The economic incentives agreement will specify a minimum amount of investment in the Project to be shown by the Developer (or Development Entity).

i. The Developer has not received any notice from any local, state or federal official that the activities of the Developer with respect to the Project's underlying real estate may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has been notified or has notice). The Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person valid claim under any state or federal environmental statute.

j. The Developer (or Development Entity) shall proceed with due diligence to obtain construction financing commitments, which commitments shall be sufficient to enable the Developer (or Development Entity) to successfully complete the Project as contemplated in this Agreement in accordance with the Approved PUD Plan. Developer (or Development Entity) will obtain all financing commitments necessary for the construction of the Project prior to the issuance of a foundation permit, and provide a copy of such commitments to the City in connection with such permit request. This agreement is contingent upon Developer (or Development Entity) obtaining financing upon terms and conditions satisfactory to the Developer (or Development entity). In the

event such financing is not obtained by the Developer within one year from the date of this Agreement, Developer shall have the right to terminate this Agreement.

k. The Developer (or Development Entity) will cooperate fully with the City in resolution of any traffic, parking, trash removal, public safety or any other problems that may arise in connection with the construction or operation of the Project. The Developer (or Development Entity) shall submit a written construction management plan to the City's engineer for approval. The Developer (or Development Entity) will reasonably coordinate staging for construction of the Project with the City's engineer. Developer (or Development Entity) shall obtain from the City any necessary temporary construction easements as may be reasonable required for the Project, and the City shall cooperate in granting necessary easements without unreasonable delay or cost, aside from the City's actual and reasonable costs of reviewing and recording such easements.

~~40:~~ l. The Developer (or Development Entity) will keep the City informed regarding the status of the Project by responding to inquiries from representatives of the City and furnishing progress reports as reasonably requested, but not less than quarterly during construction.

~~11:~~14. **Binding.** This Agreement is binding on the parties hereto and their respective successors and assigns.

~~12:~~15. **Complete Agreement.** The Agreement and the Approved PUD Plan represents the complete agreement of the parties on the matters contained herein.

~~13:~~16. **Other Matters.** At the time of negotiation of this Agreement, matters relating to City participation in the Project and City's use of space within the Project were unresolved. The City and Developer reserve for further discussion and resolution by separate written agreement (1) all matters regarding economic incentive financing or other municipal support for the Project, and (2) the City's acquiring or leasing space within the commercial portion of the Project for municipal use. The Developer shall notify the City prior to selling or leasing the final 2,400 square feet of commercial space, in order to determine the City's interest in acquiring or leasing such space.

This Agreement is subject to and conditioned upon a mutually acceptable economic incentives agreement being entered into between the City and the Developer specifying the terms of and conditions for economic incentives that may be provided to the Project by the City.

17. Notices and Demands. A notice, demand, request, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or delivered personally to the other.

- a. In the case of the Developer, such notice, demand, request, or other communication shall be addressed or delivered personally to Jeffrey L. Maxwell, 3011 Sierra Court Southwest, Iowa City, Iowa 52240. A copy shall be sent to Thomas H. Gelman, 321 East Market Street P.O Box 2150, Iowa City, Iowa 52244.
- b. In the case of the City, such notice, demand, request, or other communication shall be addressed or delivered personally to City of University Heights, 1004 Melrose Avenue, Iowa City, Iowa 52246. A copy shall be sent to Steven E. Ballard, 222 South Linn Street, Iowa City, Iowa 52240.
- c. Either party may designate such other addresses for purposes of receiving such notice, demand, request, or other communication by providing another address in writing to the other as provided in this paragraph 17.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one Agreement.

19. **Amendment.** This Agreement may be amended only by written instrument signed by both parties.

[Remainder of Page left Blank - Signature Page Follows]

DATED this _____ day of _____, 2015.

CITY OF UNIVERSITY HEIGHTS, IOWA

DEVELOPER

By: _____
Louise From, Mayor

Jeffrey L. Maxwell

ATTEST: _____
Christine Anderson, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On the ____ day of _____, 2015, before me, a notary public in and for the state of Iowa, personally appeared Louise From, Mayor, and Christine Anderson, Clerk of the City of University Heights, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of University Heights, Iowa; that the seal affixed to this instrument is the corporate seal of the City; and that said instrument was acknowledged and sealed on behalf of the City, and that Louise From and Christine Anderson acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa
My Commission expires _____

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on _____, 2015, by Jeffrey L. Maxwell.

Notary Public in and for the State of Iowa
My Commission expires _____

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 5th 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 5th 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.

RESOLUTION NO. 15-30

RESOLUTION APPROVING ON CONDITIONS THE MULTIPLE-FAMILY COMMERCIAL PUD PLAN APPLICATION SUBMITTED BY JEFFREY L. MAXWELL CONCERNING PROPERTY CURRENTLY OWNED BY ST. ANDREW PREBYTERIAN CHURCH AND PROPERTY ADJACENT TO THE EAST

WHEREAS, University Heights Ordinance No. 79, as amended, provides for development of property in the Multiple-Family Commercial Zone pursuant to the Multiple-Family commercial Planned Unit Development (PUD) regulations and requirements set forth in Ordinance 79(13); and

WHEREAS, pursuant to Ordinance 79(13), Jeffrey L. Maxwell (“the Developer”) submitted a Multiple-Family Commercial PUD Plan Application dated April 7, 2015, as modified May 19, 2015 (“the PUD Plan Application”); and

WHEREAS, the University Heights City Council held a public hearing on the PUD Plan Application on May 27, 2015, pursuant to published notice; and

WHEREAS, the University Heights City Council has solicited comment from the public, from City staff, and from providers of various City services; and

WHEREAS, University Heights Ordinance 79(13)(C)(3) permits the University Heights City Council to approve, deny, or approve on condition the PUD Plan Application; and

WHEREAS, having considered the PUD Plan Application and the comment from the public, City staff, and providers of City services, the University Heights City Council finds and concludes that the PUD Plan Application should be approved on condition,

IT IS, THEREFORE, RESOLVED by the University Heights City County that the Multiple-Family Commercial PUD Plan Application submitted by Jeffrey L. Maxwell dated April 7, 2015, as modified May 19, 2015 (“the PUD Plan Application”) is hereby approved on the following specific conditions:

1. Approval by the City Council of a Development Agreement with Jeffrey L. Maxwell (“the Developer”) pursuant to Ordinance No. 79(13)(E); and
2. Approval by the City Council of a Sensitive Areas Site Plan, Development Plan, and Grading Plan if and to the extent required by Ordinance No. 128, which regulated development of Sensitive Areas; and
3. Approval by the City Council of any request to develop Protected Slopes as required by Ordinance No. 128; and

4. Approval by the City Council of a Storm Water Management Plan and/or variance to the extent required by Ordinance No. 169; and
5. Approval by the City Council of a Storm Water Pollution Prevention Plan and issuance by the City Council of a Construction Site Runoff Permit to the extent required by Ordinance No. 155; and
6. Approval by the City Council of an agreement and execution of such agreement by the City and the Developer providing that the Developer shall be responsible for maintenance, repair, and replacement of any retaining wall associated with the development that is located within the City's street right-of-way or otherwise upon City-owned property; and
7. Approval by the City Council of a Landscaping Plan showing the type, quantity, and locations of trees and landscaping features shown in the PUD Plan Application and renderings, unless the City Council agrees to such other trees and landscaping features;
8. Approval by the City Council of an economic assistance agreement with the Developer and execution of such an agreement by the City and Developer; and
9. This Conditional Approval of the PUD Plan Application shall not be construed as authority to commence construction or occupy the proposed development, such activity to be addressed by a future Building Permit Application and a future Occupancy Permit Application to be submitted by the Developer; and
10. The PUD Plan Application may be modified only by written instrument approved by the City Council and the Developer; and
11. Approval of the PUD Plan Application is specifically and expressly conditioned on the foregoing items.

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of June, 2015.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

RESOLUTION NO. 15-31

RESOLUTION APPROVING ON CONDITIONS AND AUTHORIZING THE MAYOR TO SIGN AND THE CLERK TO ATTEST A DEVELOPMENT AGREEMENT FOR ONE UNIVERSITY PLACE, THE PROJECT CONTEMPLATED BY THE MULTIPLE-FAMILY COMMERCIAL PUD PLAN APPLICATION SUBMITTED BY JEFFREY L. MAXWELL CONCERNING PROPERTY CURRENTLY OWNED BY ST. ANDREW PREBYTERIAN CHURCH AND PROPERTY ADJACENT TO THE EAST

WHEREAS, University Heights Ordinance No. 79, as amended, provides for development of property in the Multiple-Family Commercial Zone pursuant to the Multiple-Family commercial Planned Unit Development (PUD) regulations and requirements set forth in Ordinance 79(13); and

WHEREAS, pursuant to Ordinance 79(13), Jeffrey L. Maxwell (“the Developer”) submitted a Multiple-Family Commercial PUD Plan Application dated April 7, 2015, as modified May 19, 2015 (“the PUD Plan Application”); and

WHEREAS, University Heights Ordinance 79(13)(D) requires that, before development occurs pursuant to the Plan Application, the City and the Developer enter into a Development Agreement establishing certain development requirements and addressing certain other items,

IT IS, THEREFORE, RESOLVED by the University Heights City Council that the Mayor is authorized to sign and the Clerk to attest the Development Agreement attached hereto as Exhibit “A” for One University Place, the project contemplated by the Multiple-Family Commercial PUD Plan Application submitted by Jeffrey L. Maxwell dated April 7, 2015, as modified May 19, 2015 (“the PUD Plan Application”) SUBJECT TO the following specific conditions:

1. Approval by the City Council of a Multiple-Family Commercial Planned Unit Development (PUD) pursuant to Ordinance No. 79(13)(C); and
2. Approval by the City Council of an economic assistance agreement with Jeffrey L. Maxwell (“the Developer”) and execution of such an agreement by the City and the Developer; and
3. Approval by the City Council of an agreement and execution of such agreement by the City and the Developer providing for the reimbursement by the Developer to the City of the City’s reasonable professional and clerical fees and expenses related to the development proposed in the Developer’s Multiple-Family Commercial PUD Plan Application and the financing of that proposed development; and
4. This Conditional Approval of the Development Agreement shall not be construed as authority to commence construction or occupy the

proposed development, such activity to be addressed by a future Building Permit Application and a future Occupancy Permit Application to be submitted by the Developer; and

- 5. The Development Agreement may be modified only by written instrument approved by the City Council and the Developer; and
- 6. Approval of the PUD Plan Application is specifically and expressly conditioned on the foregoing items.

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of June, 2015.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

RESOLUTION NO. 15-36

RESOLUTION SETTING PUBLIC HEARING ON A PROPOSAL TO ADOPT AN URBAN RENEWAL PLAN AND ESTABLISH AN URBAN RENEWAL AREA RELATED TO CITY ECONOMIC INCENTIVE FINANCING FOR ONE UNIVERSITY PLACE

BE IT RESOLVED by the City Council of University Heights, Iowa, hereby sets a public hearing at 7:00 p.m. July 14, 2015 on a proposal to adopt an urban renewal plan and establish an urban renewal area related to City economic incentive financing for One University Place. The location of the hearing will be determined at a later date. The City Attorney is directed to publish notice of the hearing once the location has been determined.

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of June, 2015.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

Steve/UH Resolutions/Resolution 15-36 setting hearing on PUD Plan Application 060915

June 2015 Mayor's Report

Emergency Management Update: Mr. Shawn Sharp has been offered and has accepted the position of Deputy Emergency Management Coordinator for Johnson County EMA. Shawn is presently the Emergency Management Coordinator for the Department of Public Safety for the University of Iowa. Shawn has been with the U of I for over 20 years as a law enforcement officer and has been their emergency manager for the past two years. Shawn has managed preparedness planning for football and other special events amongst a great many other duties related to emergency preparedness for the U of I prior to the creation of their EMA position two years ago. Shawn will start with Johnson County EMA on Monday June 22nd

May 19th -I attended the Transportation Technical Advisory Committee Meeting.

May 27th – I attended the Urbanized Area Policy Board Committee Meeting.

I received a letter from Pat Harney, chairperson of Board of Supervisors dated May 29, 2015. It gives details about the Community Identification Card Program in which the aim of the plan is to assist residents to access the many services and amenities in our community to be a welcoming community for all our residents. The program will be overseen by Johnson County official and staff. The initial rollout will be timed to coincide with the July 4th Independence Day holiday. They are anticipating an initial rollout production and distribution of over 2,000 cards with the July 4th event. If any of the public would like a copy of this letter please contact me. I will provide a copy for the city staff and council and then Mike will post the letter on the city website.

Important Message to MidAmerican Energy customers. (received 6/8/15)

More than 25 customers in the Iowa City area reported receiving a fraudulent call from someone pretending to be a MidAmerican Energy Company representative today. Of the calls reported, the majority were small businesses such as salons, child care centers, dental offices, book stores and property management companies.

The scammers appear to be moving across the state. This week more than 250 scam calls have been reported by MidAmerican Energy customers.

In general, the scammers are trying to get money from customers by threatening service disconnection and demanding immediate payment via credit card or a prepaid debit card (often a Green Dot card).

If customers receive a call like this, they should **hang up and call MidAmerican Energy right away at 1-888-427-5632** to verify the call's origins.

MidAmerican Energy is asking the City to get this word out and to post this on websites within the City.

Mike Haverkamp will post this warning on our city website.

Tues. July 7th is the second FARMERS MARKET of the season. 5:00-7:00pm @ St. Andrew Church Parking lot. Mark your calendars!!

RESOLUTION NO. 15-37

**RESOLUTION AUTHORIZING THE MAYOR TO PROCLAIM
JUNE 21-27 TO BE CHILDHOOD CANCER AWARENESS WEEK
IN THE CITY OF UNIVERSITY HEIGHTS.**

RESOLVED that the Mayor of the City of University Heights Iowa, is authorized to sign the Childhood Cancer Awareness proclamation attached hereto as Exhibit "A".

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of June, 2015.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

June '15 – City Attorney's Report

1. **Permit for Sound Associated with Theater Production.** For the third year, Fourth Room Theatre proposes to stage a Shakespeare production from Dr. Michael Flaum's property August 13-16 and 20-23, 2015. The group requests a permit pursuant to Ordinance 59(2)(c) to produce sound that is or may be audible across property lines. The Council will consider Resolution No. 15-33 granting such a permit; a copy of the resolution is attached.
2. **Agreement with Johnson County for SEATS Services.** The Council will consider Resolution No. 15-34 authorizing the Mayor to sign the renewal of the 28E Agreement with Johnson County for SEATS services for FY2015-16. The Agreement provides for annual fees of \$8,443.92, the same amount as the current fiscal year. Other terms remain the same. Copies of the resolution and the proposed agreement are attached.
3. **Agreement with Iowa City for Transit Services.** The Council will consider Resolution No. 15-35 authorizing the Mayor to sign the renewal of the 28E Agreement with the City of Iowa City for transit services for FY 2015-16; the proposed contract price is \$36,161.00, an increase of 1.8% (\$639.00) over the present fiscal year's cost of \$35,522.00; 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.
4. **One University Place**
 - **PUD Plan Application and Development Agreement** (this section includes much material from my report May 27, 2015 re OUP)
 - The Council will consider the PUD Plan Application submitted by Mr. Maxwell.
 - That Application is dated April 7, 2015 and was amended May 19, 2015.
 - The Application is available for review on the City website.
 - The Council may take the following action on the PUD Development Application: approve, deny, or approve on condition.
 - Based upon City staff review and comments, including my conversations with Josiah Bilskemper, the recommendation is to approve the Application on certain conditions.
 - The Council will consider Resolution No. 15-30 approving the Application on certain conditions; the resolution is attached for your review and discussion.
 - The Council will also consider a PUD Development Agreement.
 - The Agreement has been discussed and negotiated over the course of several meetings involving members of Mr. Maxwell's

development team and various City Officials and staff including Louise From, Jim Lane, Mike Haverkamp, Silvia Quezada, Carla Aldrich, Josiah Bilskemper, and me. (Not every City representative attended each meeting.)

- The proposed Agreement (version 14) is attached.
- Based upon City staff review and comments, the recommendation is to approve the Development Agreement on certain conditions.
- The Council will consider Resolution No. 15-31 approving the Development Agreement on certain conditions; the resolution is attached for your review and discussion.

○ Voting procedure.

- Only one vote (not three readings) is required to approve both the PUD Development Application and the Development Agreement.
- A majority of the votes cast is required for approval. If only 4 members vote (based upon a member's absence, etc.), then 3 affirmative votes are required for approval.

• **City Economic Assistance – TIF**

- The Council previously authorized John Danos to start work on a rebate TIF not to exceed \$4 million. Mr. Danos directs that the first step is to set a public hearing.
- The Council will consider Resolution No. 15-36 setting a public hearing for July 14, 2015 on a proposal to adopt an Urban Renewal Plan and establish an Urban Renewal Area related to the TIF process.
- The TIF documents – setting forth the Urban Renewal Plan, identifying the Urban Renewal Area, and others to move forward with the TIF – will be prepared by Mr. Danos and circulated for the Council's review upon receipt.

5. **Childhood Cancer Awareness Week Proclamation.** The Council will consider Resolution No. 15-37 authorizing the Mayor to proclaim June 21-27 as "Childhood Cancer Awareness Week" in the City. The proposed resolution is attached; I will send the proclamation in advance of June's Council meeting.

6. **Grant for Recycling Program at Grandview Court Condominiums.** Council Member Quezada secured a grant (in the form of a forgivable loan) from the Iowa Department of Natural Resources to purchase recycling bins and promote a recycling effort at Grandview Court Condominiums. The amount of the grant is \$1,488.00. The Council will consider Resolution No. 15-38 authorizing Council Member Quezada to sign an agreement and a promissory note (loan) with IDNR on behalf of the City. The resolution, the agreement, and the promissory note are attached.

7. **Zoning Commission.** The Zoning Commission continues its work evaluating possible revisions to the City's Zoning Ordinance, No. 79. Discussion topics include regulating storm water runoff and restrictions on lot coverage.

8. **Board of Adjustment.** The Board of Adjustment approved a variance request from Noah and Anna Hughes at its meeting June 4, 2015. The variance will construction of a detached 2-story garage in the Rear Setback of the Hughes' property. The Board also met May 28 for orientation and training. At its meeting June 4, the Board established certain rules and procedures, including these:
 - The Board will have a standing meeting time – 5:30 p.m. the second Wednesday every other month starting in August.
 - Applications for variances or other Board action must be filed 30 days in advance.
 - Staff reports and other materials will be available for the Board 2 weeks before each meeting.
 - If there is no business for the Board to consider, a meeting will not be held.

9. **Zoning Ordinance Enforcement.** Several enforcement efforts are presently underway regarding pavement of property in excess of Zoning Ordinance restrictions. Council Member Quezada, as chair of Building, Zoning, and Sanitation, has been coordinating efforts of Terry Goerdts, Building Official, Stan Laverman, Rental Housing Inspector, and my office.

**City Clerk Report
June 2015**

- **One building permit received since the last meeting:**
 - 40 Koser Avenue – 20x22 Garage**
- **171 rental permits received for FY15 fiscal year (170 last month):**
 - 66 for Grandview Court (66 last month)**
 - 105 for rest of University Heights (104 last month)**
- **The University Heights Community Fund invites everyone to come to Stella on June 14th, from 5:00 to 9:00 pm (rain date is June 28th). Stella will donate a portion of the evening's proceeds to the University Heights Community Fund. A big thank you to the owners and staff at Stella for their help!**

Report from Norm Cate – Rental Inspector:

Yearly report:

96 rental properties were inspected from June 2014 to May 2015. Of those 96 properties, 14 of them were new to the rental rolls. 16 of the 96 properties, or roughly 17%, required follow-up inspections to insure compliance. All had achieved compliance when re-inspected.

There were two tree complaints, two tall grass complaints, two parking complaints and 2 over-occupancy complaints investigated. All owners/managers of the properties were contacted and compliance was achieved. One of the over-occupancy complaints, 1219 Melrose Avenue, was unfounded.

**University Heights
Building Permits
January 1, 2015 - June 7, 2015**

Permit #	Building Address	Date Issued	Fee	Building Valuation	Description of Remodeling
BLD15-001	220 Koser Ave	2/1/2015	\$832.00	\$62,320.00	Kitchen and bathroom remodel (bldg., mechanical, electrical and plumbing permits)
BLD15-002	207 Mahaska	2/5/2015	\$421.00	\$17,000.00	Bedroom and bath remodel (bldg., electrical and plumbing permits)
BLD15-003	2 Leamer Ct	4/12/2015	\$519.30	\$30,000.00	Remodel kitchen and move stairs (bldg., electrical, mechanical and plumbing permits)
BLD15-004	40 Koser Ave	4/21/2015	\$369.30	\$20,000.00	20x20 garage

Total \$1,309.60 \$67,000.00

Treasurer's Report**May 2015**

Our total revenue for the month of May was \$36,485.58 comprised of the following amounts:

Property Taxes	\$16,998.50
Parking fines	\$ 200.00
Traffic Fines from Clerk of Court	\$10,967.42
Interest on bank accounts	\$ 81.14
Road Use Funds	\$ 4,748.74
Rental Permits	\$ 400.00
Building Permits	\$ 369.30
Excavation permit	\$ 25.00
Contribution from MidwestOne Tree Grant	\$ 250.00
Contribution from The Burch LLC Tree Grant	\$100.00
Cable TV Franchise Fees	\$ 2,335.48
Police Reports	\$ 10.00

Balances in the bank accounts as of 5/31/15:

MidwestOne Checking Account	\$265,565.39
Hills Bank Money Market Account	\$ 1,042.96
CD (1002) at UICCU (due 8/22/15)	\$ 76,985.69
CD (1004) at UICCU (due 10/2/15)	\$ 52,111.40
CD (1011) at UICCU (due 5/19/17)	\$ 72,644.28
CD (1003) at UICCU (due 8/28/15)	\$ 43,483.48
Hills Bank Time Acct	\$ 22,987.15
Forfeiture Fund	\$ 4,061.53

I made the payment for the capital loan from Hills Bank that the city took out for streets projects during 2008-09. I believe the balance due on the loan after this payment is approximately \$60,000.

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2014 through May 2015

1:12 AM
 06/08/15
 Cash Basis

	GENERAL			DEBT SERVICE			POLICE FORFEITURE		
	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget
Ordinary Income/Expense									
Income									
CHARGES FOR SERVICES									
Police Reports	104.00	100.00	104.0%	0.00			0.00		
Rental Inspection	480.00	900.00	53.3%	0.00			0.00		
Total CHARGES FOR SERVICES	584.00	1,000.00	58.4%	0.00			0.00		
GENERAL PROPERTY TAXES									
Benefits Levies	0.00			0.00			0.00		
Debt Service Levy	0.00			31,552.91	32,564.00	96.9%	0.00		
Insurance Levy	13,370.79	13,800.00	96.9%	0.00			0.00		
Library Services Levy	16,284.98	16,809.00	96.9%	0.00			0.00		
Regular Property Tax	488,567.42	504,286.00	96.9%	0.00			0.00		
Transit Levy	42,632.81	44,001.00	96.9%	0.00			0.00		
Total GENERAL PROPERTY TAXES	560,656.00	578,906.00	96.9%	31,552.91	32,564.00	96.9%	0.00		
INTERGOVERNMENTAL/SHARED REVENUE									
Other State Grants/Reimburse.	0.00			0.00			1,749.00		
Forfeiture Funds-IC	13,230.30			0.00			0.00		
Seatbelt Incent/Traffic Safety				0.00			1,749.00		
Total Other State Grants/Reimburse.	13,230.30			0.00			1,749.00		
State Shared Revenues									
Commercial Property Tax Rplcmnt	914.61	2,141.00	42.7%	51.45			0.00		
Road Use/Street Construction	0.00			0.00			0.00		
Total State Shared Revenues	914.61	2,141.00	42.7%	51.45			0.00		
Total INTERGOVERNMENTAL/SHARED REVE...	14,144.91	2,141.00	660.7%	51.45			1,749.00		
LICENSES & PERMITS									
Beer/Wine/Liquor/Cig Permits	390.00	390.00	100.0%	0.00			0.00		
Building/Equipment Permits	4,371.25	10,000.00	43.7%	0.00			0.00		
Misc. Licenses/Permits				0.00			0.00		
Parking Permits	840.00	1,000.00	84.0%	0.00			0.00		
Rental Permits	17,825.00	12,500.00	142.6%	0.00			0.00		
Total Misc. Licenses/Permits	18,665.00	13,500.00	138.3%	0.00			0.00		
Total LICENSES & PERMITS	23,426.25	23,890.00	98.1%	0.00			0.00		
MISCELLANEOUS REVENUES									
Cable TV Franchise	28,198.08	15,000.00	188.0%	0.00			0.00		
Contributions	2,750.00	250.00	1,100.0%	0.00			0.00		
Fines				0.00			0.00		
Parking Fines	1,685.00	7,000.00	24.1%	0.00			0.00		
Traffic Fines-Clk of Ct	106,949.85	63,000.00	169.8%	0.00			0.00		
Total Fines	108,634.85	70,000.00	155.2%	0.00			0.00		
Misc. Income									
Other	1,279.60	1,000.00	128.0%	0.00			0.00		
Total Misc. Income	1,279.60	1,000.00	128.0%	0.00			0.00		
Refunds and Reimbursements	0.00	1,000.00	0.0%	0.00			0.00		
Total MISCELLANEOUS REVENUES	140,862.53	87,250.00	161.4%	0.00			0.00		
OTHER CITY TAXES									
Utility Excise Tax	9,477.53			533.11			0.00		

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

July 2014 through May 2015

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget
Total OTHER CITY TAXES	9,477.53			533.11		0.00
USE OF MONEY & PROPERTY						
Interest on Cash Investments	3,168.74	5,000.00	63.4%	0.00		6.01
Total USE OF MONEY & PROPERTY	3,168.74	5,000.00	63.4%	0.00		6.01
Total Income	752,519.96	698,187.00	107.8%	32,137.47	32,564.00	98.7%
Gross Profit	752,519.96	698,187.00	107.8%	32,137.47	32,564.00	98.7%

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

July 2014 through May 2015

1:12 AM
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 Cash Basis

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget
Expense						
COMMUNITY & ECONOMIC DEV.						
Tree Trimming/Lawn Care	10,228.70	68.2%	0.00		0.00	
Total COMMUNITY & ECONOMIC DEV.	10,228.70	68.2%	0.00		0.00	
CULTURE & RECREATION						
Community Support Projects	143.55	28.7%	0.00		0.00	
Library	37,166.00	87.2%	0.00		0.00	
Parks						
Park Expenses	386.97	45.9%	0.00		0.00	
Total Parks	386.97	45.9%	0.00		0.00	
Total CULTURE & RECREATION	37,676.52	85.7%	0.00		0.00	
DEBT SERVICE						
Interest	0.00		3,588.91	100.7%	0.00	
Principal	0.00		29,000.00	100.0%	0.00	
Total DEBT SERVICE	0.00		32,588.91	100.1%	0.00	
GENERAL GOVERNMENT						
City Hall & General Buildings						
Commodities						
Supplies	201.75	100.9%	0.00		0.00	
Total Commodities	201.75	100.9%	0.00		0.00	
Contractual						
Rents & Leases	15,116.53	129.0%	0.00		0.00	
Total Contractual	15,116.53	129.0%	0.00		0.00	
Employee Benefits & Costs						
FICA	0.00		0.00		0.00	
IPERS	0.00		0.00		0.00	
Medicare	0.00		0.00		0.00	
Total Employee Benefits & Costs	0.00		0.00		0.00	
Repair/Maint/Utilities						
City Hall Upgrades	2,211.15	88.4%	0.00		0.00	
Maintenance	331.10	33.1%	0.00		0.00	
Telecommunications	1,693.23	99.6%	0.00		0.00	
Utilities	1,071.81	63.0%	0.00		0.00	
Total Repair/Maint/Utilities	5,307.29	76.9%	0.00		0.00	
Salaries-Regular Part Time						
Facilities Assistant	624.00	124.8%	0.00		0.00	
Total Salaries-Regular Part Time	624.00	124.8%	0.00		0.00	
Total City Hall & General Buildings	21,249.57	110.0%	0.00		0.00	
Clerk/Treasurer & Finance Admin						
Commodities						
Hardware/Software	0.00	0.0%	0.00		0.00	
Minor Equipment/Supplies/Techno	165.00	23.6%	0.00		0.00	
Office Supplies and Postage	1,333.08	133.3%	0.00		0.00	
Taping meetings	433.29	43.3%	0.00		0.00	
Total Commodities	1,931.37	52.2%	0.00		0.00	
Contractual Services						

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

July 2014 through May 2015

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '14 - May '15	% of Budget	Jul '14 - May '15	% of Budget	Jul '14 - May '15	% of Budget
Accounting Fees	3,220.00					
Audit	3,175.00	100.6%	0.00		0.00	
Bank/CCard Fees	44.95	89.9%	0.00		0.00	
Legal Publications	4,470.01	149.0%	0.00		0.00	
Meeting Set Up Fees	363.00		0.00		0.00	
Printing/Copying	856.20	171.2%	0.00		0.00	
Technology Services	569.45	75.9%	0.00		0.00	
Total Contractual Services	12,698.61	169.3%	0.00		0.00	
Employee Benefits & Costs						
FICA	0.00		0.00		0.00	
IPERS	0.00		0.00		0.00	
Medicare	0.00		0.00		0.00	
Unemployment Compensation	0.00		0.00		0.00	
Total Employee Benefits & Costs	0.00		0.00		0.00	
Salaries-Regular Part Time	10,352.25	109.0%	0.00		0.00	
Clerk, Treasurer, Historian						
Total Salaries-Regular Part Time	10,352.25	109.0%	0.00		0.00	
Staff Development						
Dues & Memberships						
Chamber of Commerce	397.00	79.4%	0.00		0.00	
Dues and Memberships	503.43	100.7%	0.00		0.00	
IA League of Cities	692.00	113.1%	0.00		0.00	
JCOG Assessment	1,978.80	98.9%	0.00		0.00	
Total Dues & Memberships	3,571.23	98.9%	0.00		0.00	
Total Staff Development	3,571.23	98.9%	0.00		0.00	
Total Clerk/Treasurer & Finance Admin	28,553.46	117.4%	0.00		0.00	
Legal Services	124,897.56	249.8%	0.00		0.00	
Mayor/Council Operations						
Employee Benefits & Costs						
FICA	0.00		0.00		0.00	
IPERS-Council	0.00		0.00		0.00	
Medicare	0.00		0.00		0.00	
Unemployment Compensation	0.00		0.00		0.00	
Total Employee Benefits & Costs	0.00		0.00		0.00	
Salaries-Regular Part Time	3,000.00	75.0%	0.00		0.00	
Council	1,475.25	75.0%	0.00		0.00	
Mayor	4,475.25	75.0%	0.00		0.00	
Total Salaries-Regular Part Time	4,475.25	75.0%	0.00		0.00	
Total Mayor/Council Operations	4,475.25	75.0%	0.00		0.00	
TIF Analysis	7,000.00		0.00		0.00	
Tort Liability Insurance	9,370.00	104.1%	0.00		0.00	
Total GENERAL GOVERNMENT	195,545.84	180.1%	0.00		0.00	
Payroll Expenses	2,055.01		0.00		0.00	
PUBLIC SAFETY						
Building Inspections	13,895.00	91.4%	0.00		0.00	
Building / Rental Inspection						

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2014 through May 2015

1:12 AM
 06/08/15
 Cash Basis

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '14 - May '15	Budget	% of Budget	Jul '14 - May '15	Budget	% of Budget
Total Building Inspections	13,895.00	15,200.00	91.4%	0.00		0.00
Crossing Guard						
Employee Benefits & Costs						
FICA	0.00					0.00
IPERS	0.00					0.00
Medicare	0.00					0.00
Unemployment Compensation	0.00					0.00
Total Employee Benefits & Costs	0.00			0.00		0.00
Salaries						
Crossing Guard	4,300.00	4,500.00	95.6%	0.00		0.00
Total Salaries	4,300.00	4,500.00	95.6%	0.00		0.00
Supplies	0.00	200.00	0.0%	0.00		0.00
Total Crossing Guard	4,300.00	4,700.00	91.5%	0.00		0.00
Fire						
Contracts w/Other Agencies						
Coralville Fire Dep't	30,429.91	31,820.00	95.6%	0.00		0.00
Hydrant Flush-City of Iowa City	3,344.00	2,000.00	167.2%	0.00		0.00
Total Contracts w/Other Agencies	33,773.91	33,820.00	99.9%	0.00		0.00
Total Fire	33,773.91	33,820.00	99.9%	0.00		0.00
Hazmat-Johnson County	525.50	263.00	199.8%	0.00		0.00
Police						
Commodities						
Car Purchase	43,371.80	16,000.00	271.1%	0.00		0.00
Major Equipment						
Car Equipment	6,796.00	3,000.00	226.5%	0.00		0.00
Other Equipment	3,000.00			0.00		0.00
Total Major Equipment	9,796.00	3,000.00	326.5%	0.00		0.00
Minor Equipment						
Operating Police Equipment	4,611.27	1,500.00	307.4%	0.00		0.00
Regular Officer Uniform	4,895.25	3,500.00	139.9%	0.00		0.00
Total Minor Equipment	9,506.52	5,000.00	190.1%	0.00		0.00
Supplies						
Ammunition	3,469.59	3,500.00	99.1%	0.00		0.00
Office Supplies	2,345.86	3,000.00	78.2%	0.00		0.00
Operating Supplies	1,894.40	3,000.00	63.1%	0.00		0.00
Other Supplies	2,041.48	2,000.00	102.1%	0.00		0.00
Postage/Shipping	270.33	300.00	90.1%	0.00		0.00
Total Supplies	10,021.66	11,800.00	84.9%	0.00		0.00
Total Commodities	72,695.98	35,800.00	203.1%	0.00		0.00
Contractual Services						
Garage Rental	2,400.00	2,400.00	100.0%	0.00		0.00
Payments to Other Agencies						
County Jail/Service/Filing Fees	0.00	300.00	0.0%	0.00		0.00
Evidence testing	0.00	150.00	0.0%	0.00		0.00
Tech. Services Bureau - St. IA	0.00	500.00	0.0%	0.00		0.00
Total Payments to Other Agencies	0.00	950.00	0.0%	0.00		0.00

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

July 2014 through May 2015

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget
Police Insurance-Car/Liability	7,719.00	160.8%	0.00		0.00	
Printing/Copying	635.81	63.6%	0.00		0.00	
Prof Serv-Psych Testing-Physica	1,461.00	292.2%	0.00		0.00	
Total Contractual Services	12,215.81	126.6%	0.00		0.00	
Police Benefits & Costs	0.00		0.00		0.00	
Police FICA	0.00		0.00		0.00	
Police Health Insurance	0.00		0.00		0.00	
Police IPERS	0.00		0.00		0.00	
Police Medicare	0.00		0.00		0.00	
Police SUTA	0.00		0.00		0.00	
Police Workers Compensation	0.00		0.00		0.00	
Total Police Benefits & Costs	0.00		0.00		0.00	
Police Gross Wages	19,006.20	67.9%	0.00		0.00	
Holiday & Other Pay	247,395.58	131.0%	0.00		0.00	
Police Gross Wages	188,800.00	8.3%	0.00		0.00	
Salaries-Reserves	2.00		0.00		0.00	
Total Police Gross Wages	266,403.78	122.9%	0.00		0.00	
Repair/Maint/Utilities	1,834.65	183.5%	0.00		0.00	
Telecommunications Expense	2,558.69	106.6%	0.00		0.00	
IT Support	4,393.34	129.2%	0.00		0.00	
Verizon/Pager Fees/Mediacom	10,258.15	64.1%	0.00		0.00	
Total Telecommunications Expense	10,802.91	62.8%	0.00		0.00	
Vehicle Operations	0.00		0.00		0.00	
Fuel	0.00		0.00		0.00	
Other	544.76	77.8%	0.00		0.00	
Washes	17,200.00		0.00		0.00	
Total Vehicle Operations	17,200.00	0.0%	0.00		0.00	
Vehicle Repair	0.00		0.00		0.00	
Bicycle Maint/Repair	7,317.76	81.3%	0.00		0.00	
Car Maint/Repair	7,317.76	79.5%	0.00		0.00	
Total Vehicle Repair	14,635.52	75.6%	0.00		0.00	
Total Repair/Maint/Utilities	22,514.01		0.00		0.00	
Staff Development	315.00		0.00		0.00	
Association Dues	5,857.00	83.7%	0.00		0.00	
Regular Officer Training	4,690.00	117.3%	0.00		0.00	
Academy Training	4,760.36	238.0%	0.00		0.00	
Skills Training/Testing	15,307.36	117.7%	0.00		0.00	
Training Supplies	13,000.00		0.00		0.00	
Total Regular Officer Training	15,622.36	120.2%	0.00		0.00	
Total Staff Development	389,451.94	127.7%	0.00		0.00	
Total Police	441,946.35	123.1%	0.00		0.00	
Total PUBLIC SAFETY	1,200.00	79.8%	0.00		0.00	
PUBLIC WORKS	957.40		0.00		0.00	
Other Public Works						
Contracts-Other Agencies						
IC Animal Center						

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

July 2014 through May 2015

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 Cash Basis

	GENERAL			DEBT SERVICE			POLICE FORFEITURE		
	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget
IC Bus Service	29,601.70	35,557.00	83.3%	0.00			0.00		
SEATS Service	7,740.26	8,444.00	91.7%	0.00			0.00		
Total Contracts-Other Agencies	38,299.36	45,201.00	84.7%	0.00			0.00		
Total Other Public Works	38,299.36	45,201.00	84.7%	0.00			0.00		
Roads, Bridges, & Sidewalks									
Contractual Services	49,764.94	50,000.00	99.5%	0.00			0.00		
Engineering Fees									
Repairs/Improvements	0.00			0.00			0.00		
ADA Transition Plan	0.00			0.00			0.00		
Asphalt patch projects	0.00			0.00			0.00		
Capital Improvement Plan	0.00	5,000.00	0.0%	0.00			0.00		
Local panel replacements	0.00			0.00			0.00		
Oakcrest storm intake	0.00			0.00			0.00		
Pavement management	0.00			0.00			0.00		
Sidewalk Repairs	0.00			0.00			0.00		
Street Repairs	0.00			0.00			0.00		
Traffic sign assessment/mgmt	0.00			0.00			0.00		
Total Repairs/Improvements	0.00	5,000.00	0.0%	0.00			0.00		
Striping/Curb Renumbering	0.00			0.00			0.00		
Total Contractual Services	49,764.94	55,000.00	90.5%	0.00			0.00		
Snow Removal-Contractual	0.00			0.00			0.00		
Storm water permit	1,250.00	3,000.00	41.7%	0.00			0.00		
Street Lighting Electricity	0.00			0.00			0.00		
Street Sweeping-Contractual	0.00			0.00			0.00		
Traffic Controls and Safety	0.00			0.00			0.00		
Street Signs-Commodities	0.00			0.00			0.00		
Traffic Light Electricity	0.00			0.00			0.00		
Total Traffic Controls and Safety	0.00			0.00			0.00		
Total Roads, Bridges, & Sidewalks	51,014.94	58,000.00	88.0%	0.00			0.00		
Sanitation									
Contractual									
Grandview Recycling	0.00	1,200.00	0.0%	0.00			0.00		
Leaf Vacuuming	13,500.00	13,500.00	100.0%	0.00			0.00		
Trash/Recycling	19,222.68	20,862.00	92.1%	0.00			0.00		
Total Contractual	32,722.68	35,562.00	92.0%	0.00			0.00		
Total Sanitation	32,722.68	35,562.00	92.0%	0.00			0.00		
Total PUBLIC WORKS	122,036.98	138,763.00	87.9%	0.00			0.00		
Total Expense	609,489.40	665,365.00	121.7%	32,588.91	32,588.91	100.1%	0.00	0.00	0.0%
Net Ordinary Income	-56,969.44	32,822.00	-173.6%	-451.44	0.00	100.0%	1,755.01	0.00	100.0%
Net Income	-56,969.44	32,822.00	-173.6%	-451.44	0.00	100.0%	1,755.01	0.00	100.0%

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

July 2014 through May 2015

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '14 - May 15	Budget	Jul '14 - May 15	Budget	Jul '14 - May 15	Budget
	% of Budget		% of Budget		% of Budget	
Ordinary Income/Expense						
Income						
CHARGES FOR SERVICES						
Police Reports	0.00		0.00		104.00	104.00
Rental Inspection	0.00		0.00		480.00	900.00
Total CHARGES FOR SERVICES	0.00		0.00		584.00	1,000.00
GENERAL PROPERTY TAXES						
Benefits Levies	0.00		63,928.65	65,993.62	63,928.65	65,993.62
Debt Service Levy	0.00		0.00		31,552.91	32,564.00
Insurance Levy	0.00		0.00		13,370.79	13,800.00
Library Services Levy	0.00		0.00		16,284.98	16,809.00
Regular Property Tax	0.00		0.00		488,567.42	504,296.00
Transit Levy	0.00		0.00		42,632.81	44,001.00
Total GENERAL PROPERTY TAXES	0.00		63,928.65	65,993.62	656,337.56	677,463.62
INTERGOVERNMENTAL/SHARED REVENUE						
Other State Grants/Reimburse.	0.00		0.00		1,749.00	0.00
Forfeiture Funds-IC	0.00		0.00		13,230.30	0.00
Seabelt Incent/Traffic Safety	0.00		0.00		14,979.30	0.00
Total Other State Grants/Reimburse.	0.00		0.00		14,979.30	0.00
State Shared Revenues	0.00		104.26		1,070.32	2,141.00
Commercial Property Tax Rplcmt	0.00		0.00		97,493.25	105,000.00
Road Use/Street Construction	97,493.25	105,000.00	0.00		97,493.25	105,000.00
Total State Shared Revenues	97,493.25	105,000.00	104.26		98,563.57	107,141.00
Total INTERGOVERNMENTAL/SHARED REVE...	97,493.25	105,000.00	104.26		113,542.87	107,141.00
LICENSES & PERMITS						
Beer/Wine/Liquor/Cig Permits	0.00		0.00		390.00	390.00
Building/Equipment Permits	0.00		0.00		4,371.25	10,000.00
Misc. Licenses/Permits	0.00		0.00		840.00	1,000.00
Parking Permits	0.00		0.00		17,825.00	12,500.00
Rental Permits	0.00		0.00		18,665.00	13,500.00
Total Misc. Licenses/Permits	0.00		0.00		23,426.25	23,890.00
Total LICENSES & PERMITS	0.00		0.00		28,198.08	15,000.00
MISCELLANEOUS REVENUES						
Cable TV Franchise	0.00		0.00		2,750.00	250.00
Contributions	0.00		0.00		1,685.00	7,000.00
Fines	0.00		0.00		106,949.85	63,000.00
Parking Fines	0.00		0.00		108,634.85	70,000.00
Traffic Fines-Clk of Ct	0.00		0.00		1,279.60	1,000.00
Total Fines	0.00		0.00		1,279.60	1,000.00
Misc. Income	0.00		0.00		1,279.60	1,000.00
Other	0.00		0.00		0.00	0.00
Total Misc. Income	0.00		0.00		1,279.60	1,000.00
Refunds and Reimbursements	0.00		0.00		0.00	0.00
Total MISCELLANEOUS REVENUES	0.00		0.00		140,862.53	87,250.00
OTHER CITY TAXES						
Utility Excise Tax	0.00		1,080.43		11,091.07	0.00

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

July 2014 through May 2015

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget
Total OTHER CITY TAXES	0.00		1,080.43		11,091.07	100.0%
USE OF MONEY & PROPERTY						
Interest on Cash Investments	0.00		319.47		3,494.22	69.9%
Total USE OF MONEY & PROPERTY	0.00		319.47		3,494.22	69.9%
Total Income	97,493.25	92.9%	65,432.81	99.2%	949,338.50	105.3%
Gross Profit	97,493.25	92.9%	65,432.81	99.2%	949,338.50	105.3%
					901,744.62	
					5,000.00	
					5,000.00	
					901,744.62	
					901,744.62	

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2014 through May 2015

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	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget
Expense						
COMMUNITY & ECONOMIC DEV.						
Tree Trimming/Lawn Care	0.00		0.00		10,228.70	68.2%
TOTAL COMMUNITY & ECONOMIC DEV.	0.00		0.00		10,228.70	68.2%
CULTURE & RECREATION	0.00		0.00		143.55	28.7%
Community Support Projects	0.00		0.00		37,166.00	87.2%
Library	0.00		0.00			
Parks	0.00		0.00		366.97	45.9%
Park Expenses	0.00		0.00		366.97	45.9%
TOTAL CULTURE & RECREATION	0.00		0.00		37,676.52	85.7%
DEBT SERVICE	0.00		0.00		3,568.91	100.7%
Interest	0.00		0.00		29,000.00	100.0%
Principal	0.00		0.00			
TOTAL DEBT SERVICE	0.00		0.00		32,568.91	100.1%
GENERAL GOVERNMENT						
City Hall & General Buildings						
Commodities	0.00		0.00		201.75	100.9%
Supplies	0.00		0.00		201.75	100.9%
TOTAL Commodities	0.00		0.00		201.75	100.9%
Contractual						
Rents & Leases	0.00		0.00		15,116.53	129.0%
TOTAL Contractual	0.00		0.00		15,116.53	129.0%
Employee Benefits & Costs						
FICA	0.00		0.00	0.0%	0.00	0.0%
IPERS	0.00		0.00	0.0%	0.00	0.0%
Medicare	0.00		0.00	0.0%	0.00	0.0%
TOTAL Employee Benefits & Costs	0.00		0.00	0.0%	0.00	0.0%
Repair/Maint/Utilities						
City Hall Upgrades	0.00		0.00		2,211.15	88.4%
Maintenance	0.00		0.00		331.10	33.1%
Telecommunications	0.00		0.00		1,693.23	99.6%
Utilities	0.00		0.00		1,071.81	63.0%
TOTAL Repair/Maint/Utilities	0.00		0.00		5,307.29	76.9%
Salaries-Regular Part Time						
Facilities Assistant	0.00		0.00		624.00	124.8%
TOTAL Salaries-Regular Part Time	0.00		0.00		624.00	124.8%
TOTAL City Hall & General Buildings	0.00		0.00	0.0%	21,249.57	109.5%
Clerk/Treasurer & Finance Admin						
Commodities	0.00		0.00		0.00	0.0%
Hardware/Software	0.00		0.00		165.00	23.6%
Minor Equipment/Supplies/Techno	0.00		0.00		1,333.08	133.3%
Office Supplies and Postage	0.00		0.00		433.29	43.3%
Taping meetings	0.00		0.00			
TOTAL Commodities	0.00		0.00		1,931.37	52.2%
Contractual Services						

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

July 2014 through May 2015

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	ROAD USE TAX			EMPLOYEE BENEFITS			TOTAL		
	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget
Accounting Fees	0.00						3,220.00	3,200.00	100.6%
Audit	0.00			0.00			3,175.00	0.00	100.0%
Bank/CCard Fees	0.00			0.00			44.95	50.00	89.9%
Legal Publications	0.00			0.00			4,470.01	3,000.00	149.0%
Meeting Set Up Fees	0.00			0.00			363.00	0.00	100.0%
Printing/Copying	0.00			0.00			886.20	500.00	171.2%
Technology Services	0.00			0.00			569.45	750.00	75.9%
Total Contractual Services	0.00			0.00			12,698.61	7,500.00	169.3%
Employee Benefits & Costs									
FICA	0.00			680.53	589.00	115.5%	680.53	589.00	115.5%
IPERS	0.00			1,062.76	853.10	124.6%	1,062.76	853.10	124.6%
Medicare	0.00			219.16	137.75	159.1%	219.16	137.75	159.1%
Unemployment Compensation	0.00			146.24	60.00	243.7%	146.24	60.00	243.7%
Total Employee Benefits & Costs	0.00			2,108.69	1,639.85	128.6%	2,108.69	1,639.85	128.6%
Salaries-Regular Part Time	0.00			0.00			10,352.25	9,500.00	109.0%
Clerk, Treasurer, Historian	0.00			0.00			10,352.25	9,500.00	109.0%
Total Salaries-Regular Part Time	0.00			0.00			10,352.25	9,500.00	109.0%
Staff Development									
Dues & Memberships	0.00			0.00			397.00	500.00	79.4%
Chamber of Commerce	0.00			0.00			503.43	500.00	100.7%
Dues and Memberships	0.00			0.00			692.00	612.00	113.1%
IA League of Cities	0.00			0.00			1,978.80	2,000.00	98.9%
JCOG Assessment	0.00			0.00			3,571.23	3,612.00	98.9%
Total Dues & Memberships	0.00			0.00			3,571.23	3,612.00	98.9%
Total Staff Development	0.00			0.00			3,571.23	3,612.00	98.9%
Total Clerk/Treasurer & Finance Admin	0.00			2,108.69	1,639.85	128.6%	30,862.15	25,951.85	119.2%
Legal Services	0.00			0.00			124,897.56	50,000.00	249.8%
Mayor/Council Operations	0.00			0.00					
Employee Benefits & Costs									
FICA	0.00			277.46	369.95	75.0%	277.46	369.95	75.0%
IPERS-Council	0.00			53.58	89.80	59.7%	53.58	89.80	59.7%
Medicare	0.00			64.89	86.52	75.0%	64.89	86.52	75.0%
Unemployment Compensation	0.00			61.17	40.00	152.9%	61.17	40.00	152.9%
Total Employee Benefits & Costs	0.00			457.10	586.27	78.0%	457.10	586.27	78.0%
Salaries-Regular Part Time	0.00			0.00			3,000.00	4,000.00	75.0%
Council	0.00			0.00			1,475.25	1,967.00	75.0%
Mayor	0.00			0.00			4,475.25	5,967.00	75.0%
Total Salaries-Regular Part Time	0.00			457.10	586.27	78.0%	4,932.35	6,553.27	75.3%
Total Mayor/Council Operations	0.00			0.00			7,000.00	0.00	100.0%
TIF Analysis	0.00			0.00			9,370.00	9,000.00	104.1%
Tort Liability Insurance	0.00			0.00			198,111.63	110,908.27	178.6%
Total GENERAL GOVERNMENT	0.00			2,565.79	2,309.27	111.1%	2,055.01	0.00	100.0%
Payroll Expenses	0.00			0.00			13,895.00	15,200.00	91.4%
PUBLIC SAFETY									
Building Inspections	0.00			0.00					
Building / Rental Inspection	0.00			0.00					

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2014 through May 2015

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	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget
Total Building Inspections	0.00		0.00		13,895.00	91.4%
Crossing Guard						
Employee Benefits & Costs						
FICA	0.00		262.72	94.2%	279.00	94.2%
IPERS	0.00		295.83	73.2%	404.10	73.2%
Medicare	0.00		61.45	94.2%	65.25	94.2%
Unemployment Compensation	0.00		54.56	181.9%	30.00	181.9%
Total Employee Benefits & Costs	0.00		674.56	86.7%	778.35	86.7%
Salaries						
Crossing Guard	0.00		0.00		4,300.00	95.6%
Total Salaries	0.00		0.00		4,300.00	95.6%
Supplies						
Total Crossing Guard	0.00		674.56	86.7%	200.00	0.0%
Total Crossing Guard	0.00		0.00		5,478.35	90.8%
Fire						
Contracts w/Other Agencies						
Coralville Fire Dept	0.00		0.00		30,429.91	95.6%
Hydrant Flush-City of Iowa City	0.00		0.00		3,344.00	167.2%
Total Contracts w/Other Agencies	0.00		0.00		33,773.91	98.9%
Total Fire	0.00		0.00		33,820.00	98.9%
Hazmat-Johnson County	0.00		0.00		33,773.91	98.9%
Police						
Commodities						
Car Purchase	0.00		0.00		43,371.80	271.1%
Major Equipment	0.00		0.00		16,000.00	
Car Equipment	0.00		0.00		3,000.00	226.5%
Other Equipment	0.00		0.00		0.00	100.0%
Total Major Equipment	0.00		0.00		3,000.00	326.5%
Minor Equipment						
Operating Police Equipment	0.00		0.00		1,500.00	307.4%
Regular Officer Uniform	0.00		0.00		3,500.00	139.9%
Total Minor Equipment	0.00		0.00		5,000.00	190.1%
Supplies						
Ammunition	0.00		0.00		3,500.00	99.1%
Office Supplies	0.00		0.00		3,000.00	78.2%
Operating Supplies	0.00		0.00		3,000.00	63.1%
Other Supplies	0.00		0.00		2,041.48	102.1%
Postage/Shipping	0.00		0.00		300.00	90.1%
Total Supplies	0.00		0.00		11,800.00	84.9%
Total Commodities	0.00		0.00		35,800.00	203.1%
Contractual Services						
Garage Rental	0.00		0.00		2,400.00	100.0%
Payments to Other Agencies	0.00		0.00		300.00	0.0%
County Jail/Service/Filing Fees	0.00		0.00		150.00	0.0%
Evidence testing	0.00		0.00		500.00	0.0%
Tech. Services Bureau - St. IA	0.00		0.00		950.00	0.0%
Total Payments to Other Agencies	0.00		0.00		0.00	0.0%

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

July 2014 through May 2015

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	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget	Jul '14 - May 15	% of Budget
Police Insurance-Car/Liability	0.00		0.00		7,719.00	160.8%
Printing/Copying	0.00		0.00		1,000.00	63.6%
Prof Serv-Psych Testing-Physica	0.00		0.00		500.00	292.2%
Total Contractual Services	0.00		0.00		9,650.00	126.6%
Police Benefits & Costs						
Police FICA	0.00		16,517.02	122.9%	16,517.02	122.9%
Police Health Insurance	0.00		13,414.44	159.1%	13,414.44	159.1%
Police IPERS	0.00		25,837.82	117.5%	25,837.82	117.5%
Police Medicare	0.00		3,802.86	121.0%	3,802.86	121.0%
Police SUTA	0.00		2,130.39	236.7%	2,130.39	236.7%
Police Workers Compensation	0.00		20,476.00	136.5%	20,476.00	136.5%
Total Police Benefits & Costs	0.00		82,178.53	130.6%	82,178.53	130.6%
Police Gross Wages	0.00		0.00		19,006.20	67.9%
Holiday & Other Pay	0.00		0.00		247,395.58	131.0%
Police Gross Wages	0.00		0.00		2.00	8.3%
Salaries-Reserves	0.00		0.00		266,403.78	122.9%
Total Police Gross Wages	0.00		0.00		216,824.00	122.9%
Repair/Maint/Utilities						
Telecommunications Expense						
IT Support	0.00		0.00		1,834.65	183.5%
Verizon/Pager Fees/Mediacom	0.00		0.00		2,566.69	106.6%
Total Telecommunications Expense	0.00		0.00		3,401.34	129.2%
Vehicle Operations						
Fuel	0.00		0.00		16,000.00	64.1%
Other	0.00		0.00		500.00	0.0%
Washes	0.00		0.00		700.00	77.8%
Total Vehicle Operations	0.00		0.00		17,200.00	62.8%
Vehicle Repair	0.00		0.00		0.00	0.0%
Bicycle Maint/Repair	0.00		0.00		7,317.76	81.3%
Car Maint/Repair	0.00		0.00		7,317.76	79.5%
Total Vehicle Repair	0.00		0.00		9,200.00	79.5%
Total Repair/Maint/Utilities	0.00		0.00		29,800.00	75.6%
Staff Development						
Association Dues	0.00		0.00		315.00	100.0%
Regular Officer Training	0.00		0.00		5,857.00	83.7%
Academy Training	0.00		0.00		4,690.00	117.3%
Skills Training/Testing	0.00		0.00		4,760.36	238.0%
Training Supplies	0.00		0.00		15,307.36	117.7%
Total Regular Officer Training	0.00		0.00		13,000.00	117.7%
Total Staff Development	0.00		0.00		13,000.00	120.2%
Total Police	0.00		82,178.53	130.6%	471,630.47	128.2%
Total PUBLIC SAFETY	0.00		82,853.09	130.1%	422,741.34	124.1%
PUBLIC WORKS						
Other Public Works	0.00		0.00		957.40	79.8%
Contracts-Other Agencies						
IC Animal Center						

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2014 through May 2015

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	ROAD USE TAX			EMPLOYEE BENEFITS			TOTAL		
	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget
IC Bus Service	0.00			0.00			29,601.70	35,557.00	83.3%
SEATS Service	0.00			0.00			7,740.26	8,444.00	91.7%
Total Contracts-Other Agencies	<u>0.00</u>			<u>0.00</u>			<u>38,299.36</u>	<u>45,201.00</u>	<u>84.7%</u>
Total Other Public Works	0.00			0.00			38,299.36	45,201.00	84.7%
Roads, Bridges, & Sidewalks							49,764.94	50,000.00	99.5%
Contractual Services	0.00			0.00			10,532.65	10,000.00	105.3%
Engineering Fees	1,186.00		29.7%	0.00			1,186.00	4,000.00	29.7%
Repairs/Improvements	0.00			0.00			0.00	5,000.00	0.0%
ADA Transition Plan	0.00			0.00			0.00	37,000.00	0.0%
Asphale patch projects	0.00			0.00			0.00	10,000.00	0.0%
Capital Improvement Plan	0.00			0.00			0.00	1,000.00	0.0%
Local panel replacements	0.00			0.00			0.00	0.00	100.0%
Oakcrest storm intake	4,229.35		16.7%	0.00			4,229.35	0.00	100.0%
Pavement management	1,160.00			0.00			1,160.00	0.00	100.0%
Sidewalk Repairs	565.00			0.00			565.00	3,500.00	16.7%
Street Repairs	17,693.00		27.0%	0.00			17,693.00	70,500.00	25.1%
Traffic sign assessment/mgmt	5,562.00		101.1%	0.00			5,562.00	5,500.00	101.1%
Total Repairs/Improvements	<u>23,255.00</u>		<u>32.8%</u>	<u>0.00</u>			<u>73,019.94</u>	<u>126,000.00</u>	<u>58.0%</u>
Striping/Curb Renumbering	32,498.50		106.6%	0.00			32,498.50	30,500.00	106.6%
Total Contractual Services	<u>32,498.50</u>		<u>106.6%</u>	<u>0.00</u>			<u>32,498.50</u>	<u>3,000.00</u>	<u>41.7%</u>
Snow Removal-Contractual	7,524.84		92.6%	0.00			7,524.84	8,125.00	92.6%
Storm water permit	500.00		16.7%	0.00			500.00	3,000.00	16.7%
Street Lighting Electricity	0.00			0.00			0.00	100.00	0.0%
Street Sweeping-Contractual	717.09		79.7%	0.00			717.09	900.00	79.7%
Street Controls and Safety	0.00			0.00			0.00	1,000.00	0.0%
Street Signs-Commodities	0.00			0.00			0.00	1,000.00	0.0%
Traffic Light Electricity	64,495.43		56.8%	0.00			64,495.43	113,625.00	56.8%
Total Traffic Controls and Safety	<u>64,495.43</u>		<u>56.8%</u>	<u>0.00</u>			<u>115,510.37</u>	<u>171,625.00</u>	<u>67.3%</u>
Total Roads, Bridges, & Sidewalks									
Sanitation	0.00			0.00			0.00	1,200.00	0.0%
Contractual	0.00			0.00			13,500.00	13,500.00	100.0%
Grandview Recycling	0.00			0.00			19,222.68	20,862.00	92.1%
Leaf Vacuuming	0.00			0.00			32,722.68	35,562.00	92.0%
Trash/Recycling	0.00			0.00			32,722.68	35,562.00	92.0%
Total Contractual	<u>0.00</u>			<u>0.00</u>			<u>32,722.68</u>	<u>35,562.00</u>	<u>92.0%</u>
Total Sanitation	<u>0.00</u>			<u>0.00</u>			<u>32,722.68</u>	<u>35,562.00</u>	<u>92.0%</u>
Total PUBLIC WORKS	<u>64,495.43</u>		<u>56.8%</u>	<u>0.00</u>			<u>186,532.41</u>	<u>252,388.00</u>	<u>73.9%</u>
Total Expense	<u>64,495.43</u>		<u>56.8%</u>	<u>85,418.88</u>			<u>991,992.62</u>	<u>877,547.61</u>	<u>113.0%</u>
Net Ordinary Income	<u>32,997.82</u>		<u>-382.6%</u>	<u>-19,986.07</u>			<u>-42,654.12</u>	<u>24,197.01</u>	<u>-176.3%</u>
Net Income	<u>32,997.82</u>		<u>-382.6%</u>	<u>-19,986.07</u>			<u>-42,654.12</u>	<u>24,197.01</u>	<u>-176.3%</u>

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

July 2014 through May 2015

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	GENERAL			DEBT SERVICE			POLICE FORFEITURE		
	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget	Jul '14 - May 15	Budget	% of Budget
Ordinary Income/Expense									
Income									
CHARGES FOR SERVICES	584.00	1,000.00	58.4%	0.00			0.00		
GENERAL PROPERTY TAXES	560,856.00	578,906.00	96.9%	31,552.91	32,564.00	96.9%	0.00		
INTERGOVERNMENTAL/SHARED REVEN...	14,144.91	2,141.00	660.7%	51.45			1,749.00		
LICENSES & PERMITS	23,426.25	23,890.00	98.1%	0.00			0.00		
MISCELLANEOUS REVENUES	140,862.53	87,250.00	161.4%	0.00			0.00		
OTHER CITY TAXES	9,477.53			533.11			0.00		
USE OF MONEY & PROPERTY	3,168.74	5,000.00	63.4%	0.00			6.01		
Total Income	752,519.96	698,187.00	107.8%	32,137.47	32,564.00	98.7%	1,755.01	0.00	100.0%
Gross Profit	752,519.96	698,187.00	107.8%	32,137.47	32,564.00	98.7%	1,755.01		
Expense									
COMMUNITY & ECONOMIC DEV.	10,228.70	15,000.00	68.2%	0.00			0.00		
CULTURE & RECREATION	37,676.52	43,946.00	85.7%	0.00			0.00		
DEBT SERVICE	0.00			32,588.91	32,564.00	100.1%	0.00		
GENERAL GOVERNMENT	195,545.84	108,589.00	180.1%	0.00			0.00		
Payroll Expenses	2,055.01			0.00			0.00		
PUBLIC SAFETY	441,946.35	359,057.00	123.1%	0.00			0.00		
PUBLIC WORKS	122,036.98	138,763.00	87.9%	0.00			0.00		
Total Expense	809,489.40	685,365.00	121.7%	32,588.91	32,564.00	100.1%	0.00	0.00	100.0%
Net Ordinary Income	-56,969.44	32,822.00	-173.6%	-451.44	0.00	100.0%	1,755.01	0.00	100.0%
Net Income	-56,969.44	32,822.00	-173.6%	-451.44	0.00	100.0%	1,755.01	0.00	100.0%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
July 2014 through May 2015

	ROAD USE TAX			EMPLOYEE BENEFITS			TOTAL		
	Jul '14 - May 15	% of Budget	Budget	Jul '14 - May 15	% of Budget	Budget	Jul '14 - May 15	% of Budget	Budget
Ordinary Income/Expense									
Income									
CHARGES FOR SERVICES	0.00	0.00		0.00			584.00	58.4%	1,000.00
GENERAL PROPERTY TAXES	0.00			63,928.65	96.9%	65,993.62	656,337.56	96.9%	677,463.62
INTERGOVERNMENTAL/SHARED REVEN...	97,493.25	92.9%	105,000.00	104.26			113,542.87	106.0%	107,141.00
LICENSES & PERMITS	0.00			0.00			23,426.25	96.1%	23,890.00
MISCELLANEOUS REVENUES	0.00			0.00			140,862.53	161.4%	87,250.00
OTHER CITY TAXES	0.00			1,080.43			11,091.07	100.0%	0.00
USE OF MONEY & PROPERTY	0.00			319.47			3,494.22	69.9%	5,000.00
Total Income	97,493.25	92.9%	105,000.00	65,432.81	99.2%	65,993.62	949,338.50	105.3%	901,744.62
Gross Profit	97,493.25	92.9%	105,000.00	65,432.81	99.2%	65,993.62	949,338.50	105.3%	901,744.62
Expense									
COMMUNITY & ECONOMIC DEV.	0.00			0.00			10,228.70	66.2%	15,000.00
CULTURE & RECREATION	0.00			0.00			37,676.52	85.7%	43,946.00
DEBT SERVICE	0.00			0.00			32,588.91	100.1%	32,564.00
GENERAL GOVERNMENT	0.00			2,565.79	111.1%	2,309.27	198,111.63	178.6%	110,908.27
Payroll Expenses	0.00			0.00			2,055.01	100.0%	0.00
PUBLIC SAFETY	0.00			82,853.09	130.1%	63,684.34	524,799.44	124.1%	422,741.34
PUBLIC WORKS	64,495.43	56.8%	113,625.00	0.00			186,532.41	73.9%	252,388.00
Total Expense	64,495.43	56.8%	113,625.00	85,418.88	129.4%	65,993.61	991,992.62	113.0%	877,547.61
Net Ordinary Income	32,997.82	-382.6%	-8,625.00	-19,986.07	0.01	0.01	-42,654.12	-176.3%	24,197.01
Net Income	32,997.82	-382.6%	-8,625.00	-19,986.07	0.01	0.01	-42,654.12	-176.3%	24,197.01

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City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2014 through May 2015

	Jul '14 - May 15	Budget	% of Budget
Ordinary Income/Expense			
Income			
CHARGES FOR SERVICES			
Police Reports	104.00	100.00	104.0%
Rental Inspection	480.00	900.00	53.3%
Total CHARGES FOR SERVICES	584.00	1,000.00	58.4%
GENERAL PROPERTY TAXES			
Benefits Levies	63,928.65	65,993.62	96.9%
Debt Service Levy	31,552.91	32,564.00	96.9%
Insurance Levy	13,370.79	13,800.00	96.9%
Library Services Levy	16,284.98	16,809.00	96.9%
Regular Property Tax	488,567.42	504,296.00	96.9%
Transit Levy	42,632.81	44,001.00	96.9%
Total GENERAL PROPERTY TAXES	656,337.56	677,463.62	96.9%
INTERGOVERNMENTAL/SHARED REVENUE			
Other State Grants/Reimburse.			
Forfeiture Funds-IC	1,749.00		
Seatbelt Incent/Traffic Safety	13,230.30		
Total Other State Grants/Reimburse.	14,979.30		
State Shared Revenues			
Commercial Property Tax Rplcmnt	1,070.32	2,141.00	50.0%
Road Use/Street Construction	97,493.25	105,000.00	92.9%
Total State Shared Revenues	98,563.57	107,141.00	92.0%
Total INTERGOVERNMENTAL/SHARED REVEN...	113,542.87	107,141.00	106.0%
LICENSES & PERMITS			
Beer/Wine/Liquor/Cig Permits	390.00	390.00	100.0%
Building/Equipment Permits	4,371.25	10,000.00	43.7%
Misc. Licenses/Permits			
Parking Permits	840.00	1,000.00	84.0%
Rental Permits	17,825.00	12,500.00	142.6%
Total Misc. Licenses/Permits	18,665.00	13,500.00	138.3%
Total LICENSES & PERMITS	23,426.25	23,890.00	98.1%
MISCELLANEOUS REVENUES			
Cable TV Franchise	28,198.08	15,000.00	188.0%
Contributions	2,750.00	250.00	1,100.0%
Fines			
Parking Fines	1,685.00	7,000.00	24.1%
Traffic Fines-Clk of Ct	106,949.85	63,000.00	169.8%
Total Fines	108,634.85	70,000.00	155.2%
Misc. Income			
Other	1,279.60	1,000.00	128.0%
Total Misc. Income	1,279.60	1,000.00	128.0%
Refunds and Reimbursements	0.00	1,000.00	0.0%
Total MISCELLANEOUS REVENUES	140,862.53	87,250.00	161.4%
OTHER CITY TAXES			
Utility Excise Tax	11,091.07		
Total OTHER CITY TAXES	11,091.07		

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City of University Heights, Iowa Profit & Loss Budget vs. Actual July 2014 through May 2015

	Jul '14 - May 15	Budget	% of Budget
USE OF MONEY & PROPERTY			
Interest on Cash Investments	3,494.22	5,000.00	69.9%
Total USE OF MONEY & PROPERTY	3,494.22	5,000.00	69.9%
Total Income	949,338.50	901,744.62	105.3%
Gross Profit	949,338.50	901,744.62	105.3%
Expense			
COMMUNITY & ECONOMIC DEV.			
Tree Trimming/Lawn Care	10,228.70	15,000.00	68.2%
Total COMMUNITY & ECONOMIC DEV.	10,228.70	15,000.00	68.2%
CULTURE & RECREATION			
Community Support Projects	143.55	500.00	28.7%
Library	37,166.00	42,646.00	87.2%
Parks			
Park Expenses	366.97	800.00	45.9%
Total Parks	366.97	800.00	45.9%
Total CULTURE & RECREATION	37,676.52	43,946.00	85.7%
DEBT SERVICE			
Interest	3,588.91	3,564.00	100.7%
Principal	29,000.00	29,000.00	100.0%
Total DEBT SERVICE	32,588.91	32,564.00	100.1%
GENERAL GOVERNMENT			
City Hall & General Buildings			
Commodities			
Supplies	201.75	200.00	100.9%
Total Commodities	201.75	200.00	100.9%
Contractual			
Rents & Leases	15,116.53	11,720.00	129.0%
Total Contractual	15,116.53	11,720.00	129.0%
Employee Benefits & Costs			
FICA	0.00	31.00	0.0%
IPERS	0.00	44.90	0.0%
Medicare	0.00	7.25	0.0%
Total Employee Benefits & Costs	0.00	83.15	0.0%
Repair/Maint/Utilities			
City Hall Upgrades	2,211.15	2,500.00	88.4%
Maintenance	331.10	1,000.00	33.1%
Telecommunications	1,693.23	1,700.00	99.6%
Utilities	1,071.81	1,700.00	63.0%
Total Repair/Maint/Utilities	5,307.29	6,900.00	76.9%
Salaries-Regular Part Time			
Facilities Assistant	624.00	500.00	124.8%
Total Salaries-Regular Part Time	624.00	500.00	124.8%
Total City Hall & General Buildings	21,249.57	19,403.15	109.5%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2014 through May 2015

	Jul '14 - May 15	Budget	% of Budget
Clerk/Treasurer & Finance Admin			
Commodities			
Hardware/Software	0.00	1,000.00	0.0%
Minor Equipment/Supplies/Techno	165.00	700.00	23.6%
Office Supplies and Postage	1,333.08	1,000.00	133.3%
Taping meetings	433.29	1,000.00	43.3%
Total Commodities	1,931.37	3,700.00	52.2%
Contractual Services			
Accounting Fees	3,220.00	3,200.00	100.6%
Audit	3,175.00		
Bank/CCard Fees	44.95	50.00	89.9%
Legal Publications	4,470.01	3,000.00	149.0%
Meeting Set Up Fees	363.00		
Printing/Copying	856.20	500.00	171.2%
Technology Services	569.45	750.00	75.9%
Total Contractual Services	12,698.61	7,500.00	169.3%
Employee Benefits & Costs			
FICA	680.53	589.00	115.5%
IPERS	1,062.76	853.10	124.6%
Medicare	219.16	137.75	159.1%
Unemployment Compensation	146.24	60.00	243.7%
Total Employee Benefits & Costs	2,108.69	1,639.85	128.6%
Salaries-Regular Part Time			
Clerk, Treasuer, Historian	10,352.25	9,500.00	109.0%
Total Salaries-Regular Part Time	10,352.25	9,500.00	109.0%
Staff Development			
Dues & Memberships			
Chamber of Commerce	397.00	500.00	79.4%
Dues and Memberships	503.43	500.00	100.7%
IA League of Cities	692.00	612.00	113.1%
JCOG Assessment	1,978.80	2,000.00	98.9%
Total Dues & Memberships	3,571.23	3,612.00	98.9%
Total Staff Development	3,571.23	3,612.00	98.9%
Total Clerk/Treasurer & Finance Admin	30,662.15	25,951.85	118.2%
Legal Services	124,897.56	50,000.00	249.8%
Mayor/Council Operations			
Employee Benefits & Costs			
FICA	277.46	369.95	75.0%
IPERS-Council	53.58	89.80	59.7%
Medicare	64.89	86.52	75.0%
Unemployment Compensation	61.17	40.00	152.9%
Total Employee Benefits & Costs	457.10	586.27	78.0%
Salaries-Regular Part Time			
Council	3,000.00	4,000.00	75.0%
Mayor	1,475.25	1,967.00	75.0%
Total Salaries-Regular Part Time	4,475.25	5,967.00	75.0%
Total Mayor/Council Operations	4,932.35	6,553.27	75.3%
TIF Analysis	7,000.00		
Tort Liability Insurance	9,370.00	9,000.00	104.1%
Total GENERAL GOVERNMENT	198,111.63	110,908.27	178.6%
Payroll Expenses	2,055.01		

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**City of University Heights, Iowa
 Profit & Loss Budget vs. Actual
 July 2014 through May 2015**

	Jul '14 - May 15	Budget	% of Budget
PUBLIC SAFETY			
Building Inspections			
Building / Rental Inspection	13,895.00	15,200.00	91.4%
Total Building Inspections	13,895.00	15,200.00	91.4%
Crossing Guard			
Employee Benefits & Costs			
FICA	262.72	279.00	94.2%
IPERS	295.83	404.10	73.2%
Medicare	61.45	65.25	94.2%
Unemployment Compensation	54.56	30.00	181.9%
Total Employee Benefits & Costs	674.56	778.35	86.7%
Salaries			
Crossing Guard	4,300.00	4,500.00	95.6%
Total Salaries	4,300.00	4,500.00	95.6%
Supplies	0.00	200.00	0.0%
Total Crossing Guard	4,974.56	5,478.35	90.8%
Fire			
Contracts w/Other Agencies			
Coralville Fire Dep't	30,429.91	31,820.00	95.6%
Hydrant Flush-City of Iowa City	3,344.00	2,000.00	167.2%
Total Contracts w/Other Agencies	33,773.91	33,820.00	99.9%
Total Fire	33,773.91	33,820.00	99.9%
Hazmat-Johnson County	525.50	263.00	199.8%
Police			
Commodities			
Car Purchase	43,371.80	16,000.00	271.1%
Major Equipment			
Car Equipment	6,796.00	3,000.00	226.5%
Other Equipment	3,000.00		
Total Major Equipment	9,796.00	3,000.00	326.5%
Minor Equipment			
Operating Police Equipment	4,611.27	1,500.00	307.4%
Regular Officer Uniform	4,895.25	3,500.00	139.9%
Total Minor Equipment	9,506.52	5,000.00	190.1%
Supplies			
Ammunition	3,469.59	3,500.00	99.1%
Office Supplies	2,345.86	3,000.00	78.2%
Operating Supplies	1,894.40	3,000.00	63.1%
Other Supplies	2,041.48	2,000.00	102.1%
Postage/Shipping	270.33	300.00	90.1%
Total Supplies	10,021.66	11,800.00	84.9%
Total Commodities	72,695.98	35,800.00	203.1%
Contractual Services			
Garage Rental	2,400.00	2,400.00	100.0%
Payments to Other Agencies			
County Jail/Service/Filing Fees	0.00	300.00	0.0%
Evidence testing	0.00	150.00	0.0%
Tech. Services Bureau - St. IA	0.00	500.00	0.0%
Total Payments to Other Agencies	0.00	950.00	0.0%

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**City of University Heights, Iowa
 Profit & Loss Budget vs. Actual
 July 2014 through May 2015**

	<u>Jul '14 - May 15</u>	<u>Budget</u>	<u>% of Budget</u>
Police Insurance-Car/Liability	7,719.00	4,800.00	160.8%
Printing/Copying	635.81	1,000.00	63.6%
Prof Serv-Psych Testing-Physica	1,461.00	500.00	292.2%
Total Contractual Services	12,215.81	9,650.00	126.6%
Police Benefits & Costs			
Police FICA	16,517.02	13,443.09	122.9%
Police Health Insurance	13,414.44	8,433.00	159.1%
Police IPERS	25,837.82	21,985.95	117.5%
Police Medicare	3,802.86	3,143.95	121.0%
Police SUTA	2,130.39	900.00	236.7%
Police Workers Compensation	20,476.00	15,000.00	136.5%
Total Police Benefits & Costs	82,178.53	62,905.99	130.6%
Police Gross Wages			
Holiday & Other Pay	19,006.20	28,000.00	67.9%
Police Gross Wages	247,395.58	188,800.00	131.0%
Salaries-Reserves	2.00	24.00	8.3%
Total Police Gross Wages	266,403.78	216,824.00	122.9%
Repair/Maint/Utilities			
Telecommunications Expense			
IT Support	1,834.65	1,000.00	183.5%
Verizon/Pager Fees/Mediacom	2,558.69	2,400.00	106.6%
Total Telecommunications Expense	4,393.34	3,400.00	129.2%
Vehicle Operations			
Fuel	10,258.15	16,000.00	64.1%
Other	0.00	500.00	0.0%
Washes	544.76	700.00	77.8%
Total Vehicle Operations	10,802.91	17,200.00	62.8%
Vehicle Repair			
Bicycle Maint/Repair	0.00	200.00	0.0%
Car Maint/Repair	7,317.76	9,000.00	81.3%
Total Vehicle Repair	7,317.76	9,200.00	79.5%
Total Repair/Maint/Utilities	22,514.01	29,800.00	75.6%
Staff Development			
Association Dues	315.00		
Regular Officer Training			
Academy Training	5,857.00	7,000.00	83.7%
Skills Training/Testing	4,690.00	4,000.00	117.3%
Training Supplies	4,760.36	2,000.00	238.0%
Total Regular Officer Training	15,307.36	13,000.00	117.7%
Total Staff Development	15,622.36	13,000.00	120.2%
Total Police	471,630.47	367,979.99	128.2%
Total PUBLIC SAFETY	524,799.44	422,741.34	124.1%

1:14 AM
 06/08/15
 Cash Basis

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2014 through May 2015

	Jul '14 - May 15	Budget	% of Budget
PUBLIC WORKS			
Other Public Works			
Contracts-Other Agencies			
IC Animal Center	957.40	1,200.00	79.8%
IC Bus Service	29,601.70	35,557.00	83.3%
SEATS Service	7,740.26	8,444.00	91.7%
Total Contracts-Other Agencies	<u>38,299.36</u>	<u>45,201.00</u>	<u>84.7%</u>
Total Other Public Works	38,299.36	45,201.00	84.7%
Roads, Bridges, & Sidewalks			
Contractual Services			
Engineering Fees	49,764.94	50,000.00	99.5%
Repairs/Improvements			
ADA Transition Plan	10,532.65	10,000.00	105.3%
Asphale patch projects	1,186.00	4,000.00	29.7%
Capital Improvement Plan	0.00	5,000.00	0.0%
Local panel replacements	0.00	37,000.00	0.0%
Oakcrest storm intake	0.00	10,000.00	0.0%
Pavement management	0.00	1,000.00	0.0%
Sidewalk Repairs	4,229.35		
Street Repairs	1,160.00		
Traffic sign assessment/mgmt	585.00	3,500.00	16.7%
Total Repairs/Improvements	<u>17,693.00</u>	<u>70,500.00</u>	<u>25.1%</u>
Striping/Curb Renumbering	5,562.00	5,500.00	101.1%
Total Contractual Services	<u>73,019.94</u>	<u>126,000.00</u>	<u>58.0%</u>
Snow Removal-Contractual	32,498.50	30,500.00	106.6%
Storm water permit	1,250.00	3,000.00	41.7%
Street Lighting Electricity	7,524.84	8,125.00	92.6%
Street Sweeping-Contractual	500.00	3,000.00	16.7%
Traffic Controls and Safety			
Street Signs-Commodities	0.00	100.00	0.0%
Traffic Light Electricity	717.09	900.00	79.7%
Total Traffic Controls and Safety	<u>717.09</u>	<u>1,000.00</u>	<u>71.7%</u>
Total Roads, Bridges, & Sidewalks	<u>115,510.37</u>	<u>171,625.00</u>	<u>67.3%</u>
Sanitation			
Contractual			
Grandview Recycling	0.00	1,200.00	0.0%
Leaf Vacuuming	13,500.00	13,500.00	100.0%
Trash/Recycling	19,222.68	20,862.00	92.1%
Total Contractual	<u>32,722.68</u>	<u>35,562.00</u>	<u>92.0%</u>
Total Sanitation	<u>32,722.68</u>	<u>35,562.00</u>	<u>92.0%</u>
Total PUBLIC WORKS	<u>186,532.41</u>	<u>252,388.00</u>	<u>73.9%</u>
Total Expense	<u>991,992.62</u>	<u>877,547.61</u>	<u>113.0%</u>
Net Ordinary Income	<u>-42,654.12</u>	<u>24,197.01</u>	<u>-176.3%</u>
Net Income	<u><u>-42,654.12</u></u>	<u><u>24,197.01</u></u>	<u><u>-176.3%</u></u>

City of University Heights										
Cash Receipts and Disbursements by Fund										
July 1, 2014 to April 30 2015										
	STREET CONSTRUCT	CAPITAL PROJECTS	GENERAL FUND	DEBT SERVICE	POLICE FORFEITURE	ROAD USE TAX	EMPLOYEE BENEFITS	TOTAL		
Receipts										
Local Option Sales Tax								\$-		
Property Tax			\$549,933.83	\$30,938.53			\$62,683.54	\$643,555.90		
Other City Taxes			\$5,874.16	\$330.42			\$669.65	\$6,874.23		
Licenses and Permits			\$22,631.95					\$22,631.95		
Use of Money and Property			\$3,113.60		\$6.01		\$293.47	\$3,413.08		
Intergovernmental			\$14,144.91	\$51.45	\$1,749.00	\$92,744.51	\$104.26	\$108,794.13		
Charges for Services			\$574.00					\$574.00		
Special Assessments								\$-		
Miscellaneous			\$127,009.63					\$127,009.63		
Other Financing Sources								\$-		
Total Receipts	\$	\$-	\$723,282.08	\$31,320.40	\$1,755.01	\$92,744.51	\$63,750.92	\$912,852.92		
Disbursements										
Payroll Expenses			\$1,976.01					\$1,976.01		
Public Safety			\$406,959.79				\$77,126.67	\$484,086.46		
Public Works			\$116,439.73			\$58,291.76		\$174,731.49		
Culture & Recreation			\$37,676.52					\$37,676.52		
Community & Economic Dev.			\$10,228.70					\$10,228.70		
General Government			\$178,940.72				\$2,403.19	\$181,343.91		
Principal/Interest				\$1,811.62				\$1,811.62		
Uncategorized/Miscellaneous								\$		
Total Disbursements		\$-	\$752,221.47	\$1,811.62	\$-	\$58,291.76	\$79,529.86	\$891,854.71		
Net Cash Increase (Decrease)		\$-	\$(28,939.39)	\$29,508.78	\$1,755.01	\$34,452.75	\$(15,778.94)	\$20,998.21		
Balance, beginning of year	\$-	\$(189,563.90)	\$645,774.16	\$(402.61)	\$(2,807.29)	\$(11,709.93)	\$(52,542.83)	\$388,747.60		
Balance, end of period	\$-	\$(189,563.90)	\$616,834.77	\$29,106.17	\$(1,052.28)	\$22,742.82	\$(68,321.77)	\$409,745.81		

06/08/15

City of University Heights, Iowa
Warrants for Council Approval
 May 12 through June 9, 2015

Date	Name	Memo	Amount
May 12 - Jun 9, 15			
05/12/2015	Eastern Iowa Community Coll...	reserve module A,B,C for Lyon	-90.00
05/12/2015	Iowa Law Enforcement Acade...	proctor school for Chief Stanley	-50.00
05/12/2015	Johnson County Refuse, Inc.	VOID: April recycling/spring clean up/April com...	0.00
05/12/2015	Ken Stanley	reimbursement for Rotary Club quarterly dues	-165.00
05/12/2015	L-Tron	scanner to replace broken one in unit #4	-339.00
05/12/2015	Racom Corporation	remove & replace video camera / relocate print...	-768.65
05/12/2015	Staples	VOID: written to wrong vendor	0.00
05/12/2015	Winkel, Parker & Foster, CPA...	preparation of 2015-16 budget/amended 2014-...	-1,695.00
05/12/2015	Internet Navigator	monthly fee for city website/email service	-24.95
05/12/2015	SEATS	Seats Payment	-703.66
05/12/2015	Treat America Dining	meals for Chief Stanley at training class 4/14	-15.16
05/12/2015	Louise From	reimburse for 4/28 work session meeting/overti...	-35.00
05/12/2015	Leff Law Firm, L.L.P.	legal services 3/9/15-5/6/15 for St Andrew Dev...	-11,310.00
05/12/2015	L.L. Pelling Co., Inc.	asphalt patching on Olive Court	-600.00
05/12/2015	Terry Goerdt	April inspection services	-945.00
05/12/2015	Norm Cate	April inspection services	-420.00
05/12/2015	Mediacom	online service 4/3/15-6/2/15	-228.86
05/12/2015	Iowa Law Enforcement Acade...	VOID: written to wrong vendor	0.00
05/12/2015	Culligan Water Tech	VOID: written in error	0.00
05/12/2015	Copyworks	resident flyers	-48.00
05/12/2015	Hawkeye Construction & Sno...	snow removal 2/25/15-3/3/15	-4,872.50
05/12/2015	City of Iowa City	bus, 3 months fuel, animal services	-5,316.48
05/12/2015	VISA	broom/water/postage/gas/hotel for training/fram...	-407.30
05/12/2015	Beth Ann Bitner	crossing guard 1/2 day	-12.50
05/12/2015	VISA	broom/water/postage/gas/hotel for training/fram...	-559.15
05/12/2015	Westport Touchless Autowash	April vehicle washes	-90.00
05/12/2015	Kieck's Career Apparel	short sleeve uniform shirts	-156.90
05/12/2015	Streicher's	Police insignia/electric siren	-229.59
05/12/2015	Lippold, Erik W	purchase Remington 700	-3,000.00
05/12/2015	Iowa City Press-Citizen	April publications	-590.86
05/12/2015	VISA	cleaning supplies/envelopes/flash drive	-71.25
05/12/2015	MTU4	background investigation training for Patch	-475.00
05/12/2015	Johnson County Refuse, Inc.	April recycling/spring clean up	-1,837.68
05/15/2015	Fort, Matthew A	VOID:no taxes taken out	0.00
05/15/2015	Jones, Christian R	VOID:no taxes taken out	0.00
05/15/2015	Lyon, Kristofer S	VOID:no taxes taken out	0.00
05/15/2015	Miller, Ryan R	VOID:no taxes taken out	0.00
05/15/2015	Sherman, Nicholas M	VOID:no taxes taken out	0.00
05/15/2015	Miller, Michelle K	VOID:no taxes taken out	0.00
05/15/2015	Patch, Alexander J	VOID:no taxes taken out	0.00
05/15/2015	Stanley, Kenneth L		-2,331.65
05/15/2015	Fort, Matthew A		-1,373.76
05/15/2015	Jones, Christian R		-46.17
05/15/2015	Lyon, Kristofer S		-1,562.30
05/15/2015	Miller, Ryan R		-161.63
05/15/2015	Plate, Harold,	VOID:written for wrong amount	0.00
05/15/2015	Miller, Michelle K		-1,278.47
05/15/2015	Patch, Alexander J		-1,226.67
05/15/2015	Sherman, Nicholas M		-1,341.13
05/15/2015	Plate, Harold,		-246.88
05/15/2015	Internal Revenue Service	42-1109342	-2,388.34
05/18/2015	Intuit Payroll		-408.05
05/25/2015	MidAmerican Energy	City Hall gas/electricity	-60.95
05/26/2015	MidAmerican Energy	pedestrian lights at 113 Golfview	-27.72
05/26/2015	MidAmerican Energy	1301 Melrose stop light	-30.15
05/26/2015	MidAmerican Energy	1011 Melrose stop light	-27.10
05/27/2015	MidAmerican Energy	street lights	-646.20

06/08/15

City of University Heights, Iowa
Warrants for Council Approval
 May 12 through June 9, 2015

Date	Name	Memo	Amount
05/30/2015	Anderson, Christine M.		-434.66
05/30/2015	Kimura, Lori D.		-294.83
05/30/2015	Lyon, Kristofer S		-1,094.45
05/30/2015	Miller, Ryan R		-688.31
05/30/2015	Patch, Alexander J		-1,245.26
05/30/2015	Petersen, Nathan A		-48.03
05/30/2015	Plate, Harold,		-171.12
05/30/2015	Fort, Matthew A		-1,373.75
05/30/2015	Miller, Michelle K		-1,278.47
05/30/2015	Sherman, Nicholas M		-1,341.13
05/30/2015	Stanley, Kenneth L		-1,424.53
05/30/2015	Wellmark BC/BS	monthly insurance payment	-1,118.07
05/31/2015	Internal Revenue Service	42-1109342	-3,684.82
05/31/2015	Hills Bank and Trust	interest due on capital loan note #80238742	-30,777.29
05/31/2015	IOWA PUBLIC EMPLOYEES ...		-4,075.74
05/31/2015	IOWA PUBLIC EMPLOYEES ...		-208.82
06/01/2015	Paul J. Moore, Melrose Aven...	City Hall Rent/garages automatic deposit	-1,374.23
06/01/2015	Verizon Wireless	monthly wire service/cell phone for police car a...	-80.04
06/09/2015	City of Iowa City	2 months of bus, 2 months animal services, par...	-6,172.10
06/09/2015	Breese Plumbing & Heating	annual rpz test and ciircit	-79.50
06/09/2015	Internet Navigator	monthly fee for city website/email service	-24.95
06/09/2015	SEATS	Seats Payment	-703.66
06/09/2015	Iowa City Landscaping	trees	-2,329.00
06/09/2015	Iowa Law Enforcement Acade...	rifle training Fort/academy Sherman/internal aff...	-6,272.00
06/09/2015	Russ Boyer Construction	pothole repairs	-1,175.00
06/09/2015	Johnson County Refuse, Inc.	March & May recycling	-3,618.20
06/09/2015	Leff Law Firm, L.L.P.	legal services 3/6/15-6/5/15	-46,684.52
06/09/2015	L.L. Pelling Co., Inc.	street sweeping	-4,285.07
06/09/2015	Louise From	reimburse for 6/9 meeting / 5/27 special meeting	-90.00
06/09/2015	Mediacom	online service 6/3/15-7/2/15	-109.95
06/09/2015	Shive Hattery	engineering services 4/4/15-5/15/15	-8,736.30
06/09/2015	Ken Stanley	reimbursement for hotel for FBI training	-579.15
06/09/2015	Virginia Miller	reimburse for garage sale signs/materials	-206.94
06/09/2015	Terry GoerdT	May inspection services	-1,015.00
06/09/2015	CenturyLink	monthly telephone service-2 months	-343.19
06/09/2015	Iowa City Press-Citizen	May publications	-19.49
06/09/2015	Kronlage & Olson PC	balance owed for annual examination of City	-800.00
06/09/2015	Stan Laverman	rental inspector salary	-500.00

May 12 - Jun 9, 15

**Building Zoning & Sanitation Committee
May 2015 Report ♦ By Silvia Quezada**

1. **See also** April's City Clerk Report for administrative details.
2. **Other Assignment(s).**
 - (a) **Ordinance 79 (Buildings and Land Use) Review**
 - Zoning Commission Summer Meetings
 - 1st and 3rd Tuesday of May, June, July and August
 - (b) **Grandview Condos Recycling.**
 - City awarded a grant (in the form of a forgivable loan) from the Iowa Department of Natural Resources to purchase recycling bins and promote a recycling effort at Grandview Court Condominiums. The amount of the grant is \$1,488.00.
3. **City Building Inspection Policy Considerations and/or Program Changes.**
 - City Building Inspector reviewing City's present building standards against the updated and revised International Building Code (IBC)(2015 edition) to provide a recommendation to the Council as to which IBC provisions would be relevant to adopt.
 - City Building Inspector also identified certain volumes of IBC standards that need to be purchase and maintained at City office for the public's availability.
4. **City Housing/Rental Inspection Program Changes/Considerations.**
 - FY 2015-2016 Rental Permits Fee Increase
 - Propose the purchase of cloud-based software program (e.g., submissions, internal tracking, records); under active review and consideration
 - Rental permit form revised for 2015 to track certain additional data fields
 - Rental Program Public Input Meetings
 - June 17th -- Walking Tour of City's Most Active Rental Areas; those interested in meeting should meet at the City office at 7:00pm.
 - July 23rd – 7:00pm – 8:00pm Listening Post to hear from City residents
 - City Map of Issued Rental Permits
 - Adjustments to the monthly rental excel sheet to allow routine map production
 - Unauthorized Rental: (1) home identified as an unauthorized rental and has been brought into compliance; fees collected from non-permitted use: \$400.
5. **Verbal Reports**

- Building Zoning, Pat Yeggy
- Board of Adjustment, Dottie Maher

RESOLUTION NO. 15-38

RESOLUTION AUTHORIZING COUNCIL MEMBER QUEZADA TO SIGN A SOLID WASTE ALTERNATIVES PROGRAM AGREEMENT AND FORGIVALBE PROMISSORY NOTE IN THE AMOUNT OF \$1,488.00 WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES RELATED TO RECYCLING BINS AND PROMOTIONOAL ACTIVITIES AT GRANDVIEW COURT CONDOMINIUMS.

RESOLVED that Council Member Silvia Quezada is authorized to sign a Solid Waste Alternatives Program agreement and forgivable Promissory Note in the amount of \$1,488.00 with the Iowa Department of Natural Resources related to recycling bins and promotional activities at Grandview Court Condominiums in the form set forth in Exhibit "A" attached.

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 12th day of May, 2015.

Louise From, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

Steve/UH Resolutions/Resolution 15-38 authorizing Silvia Quezada to sign IDNR docs re Grandview recycling 060915

May Police Report

Next Neighborhood Watch Meeting is June 25th at Gahn house, 62 Highland Ave.

Officer Kris Lyon got married.

Police reserve application process is moving forward.

Several neighborhood cars have been ransacked as they were not locked. Nothing of value taken.

Chief Stanley attended FBI training.

June '15 Streets and Sidewalks Report

Tower Court Park remodel is underway, the spray pad has been poured, and the playground equipment and swings go in during the next week, after which the park will be open for play!

The City-Wide garage sale went well from what I could see – around 30 households participated, the weather was great, and sale traffic seems really strong from what I saw. All the signs used for this year were recovered and are ready to be used again next year.

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff
FROM: Josiah Bilskemper, P.E.
DATE: June 8, 2015
RE: City Engineer's Report

(1) Sidewalk Repair Program

- a. There is still work to be done to get the collection of city sidewalk repairs into a package to be issued for quotations. This work is now underway, and quotations will be obtained for consideration at the July meeting.
- b. The panel replacements to be included in the city project are being repainted this week, so you may notice new spray painted "X" on several panels. Also note that the repair completion date for residents who have not signed up is July 20. Properties that have not completed repairs at that time will have them added to the city project.
- c. *Sidewalk repairs for the 20 properties will be put together and issued for competitive quotations, so that council can consider awarding a contract in June. (May Mtg.)*

(2) Leamer Court Asphalt Repair

- a. There is still work to be done to get this repair issued for quotations. This work is now underway, and quotations will be obtained for consideration at the July meeting.
- b. *A repair drawing will be issued for competitive quotations to mill and replace the deteriorated asphalt pavement edge where Leamer Court meets Koser Avenue, so that council can consider awarding a contract in June. (May Mtg.)*

(3) Supplemental Parking Sign

- a. At the regular May meeting, council approved Resolution 15-26, exempting City vehicles from "No Parking" areas on City streets. The new supplemental sign indicating this ("except university heights city vehicles") has been ordered and received. It will be installed by Russ Boyer at the sign location on Melrose.

(4) Iowa DOT – All Town Sign Replacement Program

- a. The local DOT garage has received the sign post shipment, but is still awaiting delivery of the signs. Russ Boyer is corresponding with the DOT to pick these up when everything is delivered.
- b. *The DOT approved the University Heights sign grant application on April 17. An order for 44 new regulatory signs and 36 posts has been submitted to the DOT Sign Shop, with materials anticipated to arrive in May or June. Once received, Russ Boyer will install the new signs and posts to replace the existing poor conditions signs. (May Mtg.)*

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



University Heights June 2015 eGovernment Report

U-H Website Updates/Statistics May 1-30, 2015

- **May 27, 2015**
 - Draft Developer's Agreement
- **May 26, 2015**
 - Johnson County Refuse report
- **May 25, 2015**
 - Special Meeting Agenda & attachments, Police report
- **May 24, 2015**
 - May 27 special meeting/public hearing agenda, Developer's Agreement
- **May 23, 2015**
 - NDC Gap Funding Report, PUD committee meetings
- **May 19, 2015**
 - OUP PUD update, responses, Draft Developer's Agreement
- **May 18, 2015**
 - City Council meeting webstream, Garage Sale info
- **May 15, 2015**
 - OUP PUD building inspector report
- **May 12, 2015**
 - OUP PUD reports
- **May 11, 2015**
 - Rental Contact Spreadsheet, Council Agenda and attachments
- **May 10, 2015**
 - City Council meeting agenda. minutes
- **May 9, 2015**
 - Garage Sale Flyer
- **May 6, 2015**
 - Zoning Commission minutes
- **May 4, 2015**
 - Garlic Mustard Eradication, Zoning Commission minutes
- **May 3, 2015**
 - Zoning Commission minutes
- **May 2, 2015**
 - Board of Adjustment Notice
- **May 1, 2015**
 - Council Meeting/Public Hearing

Monthly Statistics from Stat Counter

Page Views	Unique Visits	1 st Time Visits	Returning Visits	
1,545	1,078	738	340	Total
50	35	24	11	Average

Monthly Statistics from Webalyzer

Hits per Hour	108
Hits per Day	2612
Pages per Day	411
Total Visits	6918
Total Unique User Agents	930
Average Visits Per Day	223

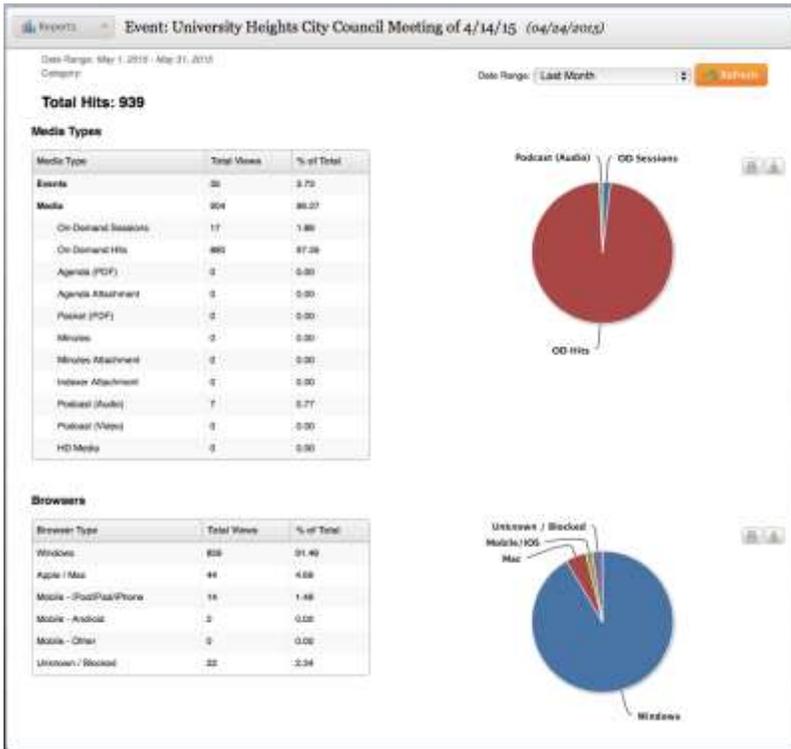
U-H Website Twitter Statistics May 1- 31, 2015

Tweets	3
Re-tweets	1
Followers	66

University Heights City Council Meeting Webcasts Viewing Statistics From EarthChannel



May Council Meeting statistics 5/15/15 to 5/31/15



April Council Meeting statistics 4/24/15 to 5/31/15