

AGENDA

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

Tuesday, January 12, 2016

Horn School Library room

600 Koser Ave.

7:00-9:00pm.

Meeting called by Mayor Wally Heitman

Time	Topic	Owner
7:00	Call to Order Meeting	Roll Call
		-Swearing in of Mayor and City Council
		Steve Ballard
		-Approval of Minutes-December 15th
		Wally Heitman
	Public Input	Public Comments
	-One University Place (OUP) construction report and updates.	Jeff Maxwell
	-Follow-up on proposed division of OUP development site into parcels (consistency with existing PUD and TIF agreements and possibility of effect on assess valuation).	Jerry Zimmerman
	-Independent building inspector/expert to be hired by the city to work with OUP developer to oversee the project.	Jerry Zimmerman
	-Legal's December 2015 comments regarding Maxwell Development Request to subdivide OUP parcel.	Silvia Quezada
	<u>Administration</u>	
	-Mayor	Mayor's Report
		-Consideration of <u>Resolution No. 16-01</u> ratifying the Mayor's appointments to the Zoning Commission and to the Board of Adjustment.
		Wally Heitman
	-City Attorney	Legal Report
		Steve Ballard
	-City Clerk	City Clerk Report
		-Consideration of <u>Resolution No. 16-02</u> adopting a policy concerning the recording, publication, and keeping of minutes of Council meetings.
		-Discussion regarding record keeping of meeting audio recordings.
		-Discussion regarding microphone/recorder for audio-taping.
	<u>Committee Reports:</u>	
	<u>Finance</u>	Committee Report
		-Budget 2016-2017 Process
		Jim Lane

Time	Topic	Owner
	-Budget 2016-2017 Input	
	<u>Treasurer's Report/ Payment of Bills</u>	Lori Kimura
<u>Community Protection</u>	Police Chief Report Committee Report	Chief Ken Stanley Dotti Maher/Jerry Zimmerman
<u>Streets and Sidewalks</u>	Committee Report -Discussion on need for a subdivision ordinance for the city. -Ice on streets and citations for walks. -Issues at Sunset/Oakcrest intersection.	Dotti Maher/Jerry Zimmerman Dotti Maher
	<u>Engineer Report</u> -Discussion on removing/repositioning signs on various city streets.	Josiah Bilskemper
<u>Building, Zoning & Sanitation</u>	<u>Committee Report</u> -Third Consideration of <u>Ordinance No. 192</u> , Adopting the 2015 International Building Code, Plumbing Code, Electrical Code, Residential Code, and Property Maintenance Code with amendments. - Johnson County Assessor's Office and property assessments February presentation. - Competitive bidding policy and acquisition of city's rental tracking software.	Silvia Quezada
<u>e-Government</u>	<u>Committee Report</u> -Discussion of a Google domain for the city.	Mike Haverkamp
Announcements	Recommendation of City Attorney to meet in closed session pursuant to Iowa Code Sec. 21.5(1) to discuss strategy with counsel in matters in litigation where its disclosure would be likely to prejudice or disadvantage the position of the City. Reconvene to open session	Anyone
9 :00	Adjournment	Wally Heitman

Next Regular City Council Meeting is February 9, 2016: Horn School Library room

MAYOR'S REPORT - JANUARY 12, 2016

Introduction – more civility by and large – work for the benefit of the community. I would to thank Louise and all the previous and continuing council members for all the information that was shared in the process of my acclimation to the task at hand.

I hope to be a proactive mayor and one of the challenges will be to learn what I can do and what I should leave to others.

Travel is one of my passions. I plan to arrange my occasional travel between council meetings. However, I have a trip to France planned in the spring, and I will miss the April meeting.

Appointments to commissions:

Pat Bauer will return to Zoning after serving in the past FOR 15 years. Thank you, Pat, for being willing to serve again.

Board of Adjustment – 2 vacancies

Carol Christiansen

I have lived in UH for 25 years in the same house on Grand Ave. I have been married to Scott for 25 years also. About 10-11 years ago, I started the University Heights Garden Club. The garden is funded solely by donations from individuals and greatly appreciated. I graduated from Creighton University with a BS degree and attended UI Dental School of Hygiene. Besides gardening, enjoys knitting, reading, and doing jigsaw puzzles. Carol is the president of Johnson County Republican Women.

Shahzad Ali

Shahzad is 33 years old and has live in UH since July of 2014. He is married to Shilpa Balikai, a physician at the University of Iowa Children's Hospital. He has a degree in economics and finance from Emory University (Atlanta, GA) in 2003. Shahzad has worked for SunTrust Bank where he helped manage over \$100 billion in assets within the Trust Department and then worked as a financial analyst within the Equity Research department for several years. Shahzad left SunTrust in 2011 to manage assets independently for a small group of wealthy investors.

I would like express special thanks to Ann Dudler for having a brief orientation session for Carol and Shahzad regarding their service on the BOA.

Sand containers being used for Garbage. Either Jerry Zimmerman or I will talk about this.

Per request of Virginia Miller, four residents in addition to Virginia have agreed to serve on the Tree Board: David Guise, Dan Stence, Kathy Belgum, and Jim Bradley.

Please note that the Community Visioning committee will meet Jan 19 @7:30 at the University Club.

Duncan Stewart has requested that the city seek more bids for city services (RFP). Jim and I talked about this and we will address this in the near future. The immediate concern is the city budget which must be submitted by March 15. Once that process is behind us we take up this issue. Silvia will also talk about this in her report.

Please note that the Iowa City Senior Center will have a lecture on the history on University Heights March 7 at 2:00 pm in Room 208.

There is another lecture before this one on Feb 1 – same time and place about the railroad coming to Iowa City in 1860. Mike on website??

The Farmers Market remains a possibility for this year even though the previous site is not available. We are considering alternatives.

RESOLUTION NO. 16-__

**RESOLUTION RATIFYING APPOINTMENTS TO
THE UNIVERSITY HEIGHTS ZONING COMMISSION**

BE IT RESOLVED by the City Council of University Heights, Iowa, that the appointments by the Mayor of the following individuals to the University Heights Zoning Commission and Board of Adjustment are hereby ratified and these individuals are duly appointed to the Commission and Board, respectively:

Zoning Commission

Pat Bauer (term ends 12/31/20)

Board of Adjustment

Carol Christiansen (term ends 12/31/19)

Shahzad Ali (term ends 12/31/20)

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

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Lane	_____	_____	_____
Maher	_____	_____	_____
Quezada	_____	_____	_____
Zimmerman	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 12th day of January, 2016.

Weldon E. Heitman (Wally), Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

January '16 – City Attorney's Report

1. **Swearing In Elected Officials – Oath of Office.** The Mayor and Council members have already been officially sworn in by signing and providing to the City Clerk their respective Oaths of Office. A public swearing in will be held as part of the January meeting. A copy of the Oath of Office that will be recited is attached in case you want to practice.
2. **Ratifying Mayor's Appointments.** The Council will consider a Resolution ratifying Mayor Heitman's appointments to the City's Zoning Commission and Board of Adjustment.
 - Pat Bauer is appointed to the Zoning Commission. Pat's term ends December 31, 2020.
 - Carol Christiansen and Shahzad Ali are appointed to the Board of Adjustment. Carol's term ends December 31, 2019; Ali's term ends December 31, 2020.
 - The proposed Resolution is attached.
3. **Policy Regarding Meeting Minutes.** City Clerk Chris Anderson will present with her monthly report a proposed policy related to the taking, reporting, recording, dissemination, publication, and revision of Council meeting minutes. The Council will consider a Resolution adopting such a policy. A copy of the Resolution is attached. You will note that the Resolution is quite bare-bones: the proposed policy itself will come from Chris and will be attached to the Resolution as Exhibit "A".
4. **Adopting Building Codes.** The Council will have its third consideration of Ordinance No. 192, which adopts current versions of various building codes. This ordinance is the work product of Silvia Quezada, Terry Goerd, and I believe one or more members of the University Heights Zoning Commission and Board of Adjustment. A copy of Ordinance No. 192 is attached.
5. **Changing Fire Protection Service Provider.** At the December meeting, the Council adopted Resolution No. 15-76 authorizing the Mayor to provide the City of Coralville notice of the City of University Heights' intention to terminate the 28E Agreement for fire Protection Services effective July 1, 2016. That notice was provided. I am awaiting a proposed 28E Agreement from the City of Iowa City to commence such services effective July 1. The price for the services will not change significantly, if at all, in the new agreement; Iowa City has committed to the financial component – I just don't have the actual proposed agreement yet. I expect to have the agreement in hand for the February meeting.
6. **OUP – Assessor's Classification of Property.** At the December meeting, I reported that the OUP developer had divided the property into two parcels by filing plat of survey. The plat draws a line dividing the property into a north parcel (containing the church building and surrounding area) and a south parcel (containing the portion of the OUP project presently under construction). A copy of the plat of survey is attached.

- At the December meeting, I was asked whether dividing the property in two parcels affected the Johnson County Auditor's assessment of the property. After speaking with the auditor's office, the short answer is that the division does not impact the assessed value or the taxes that will be paid. The detail follows.
- If no plat had been filed (if the property was not divided), the auditor would have classified the entire OUP property as commercial.
 - That would be good for the City because commercial property is taxed at a larger portion of its assessed value; residential property is subject to a significantly larger rollback set by the Legislature each year.
 - That classification – commercial – would have remained in place until a condominium declaration was filed showing that all or part of the property would be used as residential. After the condominium declaration is filed, the auditor would classify the property based upon the use shown in the declaration.
- Filing the plat of survey, or more precisely, the condominium declarations for the north and south buildings, will impact the classification of the OUP property: the north portion will be classified as residential, and the south portion as mixed-use commercial and residential.
 - But whether classified as commercial or residential (and whether maintained as one parcel or divided into two), the portion of the property now leased to the church and used for church purposes is exempt from taxation (just like the entire church property has been for many years).
 - The test for whether the church portion of the OUP property is exempt is whether the portion is leased to the church for no pecuniary (financial) gain to OUP.
 - The lease between OUP and the church provides just that – no pecuniary gain to OUP. A copy of the lease is attached.
 - The OUP development plan has always been to permit the church to occupy part of the property and operate as a church during the first part of construction to give the church some time to build its new facility.
 - If there had been no division of the property, the north part would still have been exempt from taxation because it was being used as a church.
- So, dividing the property may permit or require the auditor to classify the parcels differently based upon the condominium declarations. But the difference in classification was going to happen anyway (the north building was always going to be classified as residential and the south building as mixed) regardless of the division, and dividing the property does nothing to the assessed value or the property taxes the City will receive.
- The only present circumstance that impacts the assessed value and taxation of the OUP property is the use of a portion of the property by the church pursuant to a lease with no pecuniary gain to OUP. That circumstance would exist (and the north part of the property would be exempt from taxation) whether or not the OUP property was divided into two parcels.

- The OUP developers did, in fact, file a condominium declaration for the south building December 29, 2015. A copy is attached.
 - So, the south parcel will be assessed effective January 1, 2016 (as required by law), as partly residential and partly commercial. (Again, the north parcel will be classified as commercial but exempt from taxation based upon use by the church pursuant to lease with no pecuniary gain to OUP as landlord.)
 - Because property taxes in Iowa are paid in arrears, the January 1, 2016, assessed value of the south parcel will be used to calculate taxes for fiscal year 2016-17. Those taxes will be paid half in September 2017 and half in March 2018.
 - The City’s TIF Development Agreement with OUP provides that the first TIF payment will be made June 1, 2018. A copy of that agreement is also attached.
- So long as the church uses the north parcel as a church pursuant to a lease whereby OUP receives no pecuniary gain, the north parcel will be exempt from payment of any property taxes. Once the lease terminates (May 31, 2016), the north parcel will be subject to taxation just like the south parcel or any other property in the City.
- In summary, the division of the OUP property does not impact the assessed value or the taxes to be paid.
- At the December meeting, I was also asked whether the division of the OUP property impacted National Development Council’s assumptions and evaluation of the TIF request.
 - I have asked Tom Jackson with NDC and will share what I learn. Given there is no effect on assessed value or taxes generated, I anticipate there will be no impact.
 - I have confirmed with Tom Jackson that if the division does not change the assessed value or the taxes to be paid, it would not impact NDC’s assumptions and evaluation of the TIF request.

7. **OUP – Condominium Declaration – Compliance with City Agreements.** The OUP PUD Development Agreement and TIF Development Agreement require that certain provisions and restrictions be set forth in the OUP condominium declaration. (The “condominium declaration” is the legal document that turns a piece of real property – land – into separate units that may be identified and sold individually (the condominium units.)).

- The OUP declaration was prepared with certain provisions in **bold** to identify compliance with various provisions of the PUD and TIF agreements. I will review the declaration as a whole, and these bold provisions in particular, to confirm compliance with the agreements. You are invited to do so, as well.
- The declaration may be amended.
 - For example, a certificate from the OUP engineer will be added to confirm that the project “as built” conforms to the OUP plans, as approved.

- Other changes and additions may be required as well, as the City has the opportunity to review the declaration.
- A copy of the declaration and the PUD Development Agreement and TIF Development Agreement are attached for your ready reference.

8. **OUP – Professional and Clerical Fee Reimbursement.** I was asked at the December meeting to summarize the City’s arrangement with Jeff Maxwell concerning reimbursement of City expenses related to consideration and approval of the OUP development and TIF request. Throughout the process of considering and approving the OUP development proposal and TIF request, Jeff Maxwell has agreed to (and has) reimbursed the City for professional and clerical fees and expenses as requested.

- The City’s agreement with Mr. Maxwell initially related to those fees and expenses related to consideration of the OUP proposal and TIF request. A copy of the pre-approval agreement is attached.
- Once the proposal and TIF were approved August 11, 2015, a new agreement was approved and signed. The new agreement continues to obligate Mr. Maxwell to reimburse the City for its expenses related to the OUP development, including overseeing construction.
 - The agreement gives Mr. Maxwell a credit toward such reimbursement in the amount of the costs of required fees and permits associated with construction (building permit, electrical permit, etc.).
 - The reason for providing this credit in the agreement is that the purpose of those permit fees is to cover the City’s costs of overseeing construction related to those particular items.
 - Mr. Maxwell’s obligation to reimburse the City for its expenses extends beyond the permit fees (he has to reimburse the City for 100% of the City’s expenses), but he does receive a credit in the amount of those permit fees required to be paid.
 - To date, my understanding is that Mr. Maxwell has paid approximately \$100,000 in permit fees. Thus, City expenses related to the OUP development have already been paid by Mr. Maxwell to that extent. If and when City expenses exceed what has been paid in required permit fees, the City will request reimbursement. If City expenses do not exceed what has been paid, the City retains the full amount paid even though expenses are less than that amount.
 - A copy of the post-approval agreement is also attached.

9. **OUP – National Development Council – Records Retention.** At the December meeting, the Council adopted Resolution No. 15-75 authorizing the Mayor to sign and the Clerk to attest a Memorandum of Understanding Addendum to the City’s Agreement with the National Development Council requiring NDC to retain documents for five years or the life of the One University Place TIF, whichever is longer. (The City previously entered into agreements with the National Development Council to help evaluate the request for economic development assistance in the form of TIF for the OUP proposal.)

- Shortly after the December meeting, I communicated with Tom Jackson to ask that NDC sign the MOU adopted by the Council. Mr. Jackson indicated that NDC was considering the MOU and might propose simply turning the documents over to the City for retention. I haven't heard anything further but followed up with Mr. Jackson this week and will continue to do so. I will report what I learn.
- Mr. Jackson informs me that NDC will burn a CD with documents and files NDC received and prepared and send it to the City. If the CD is sent to me, I will inform the Mayor and Council when I receive it.

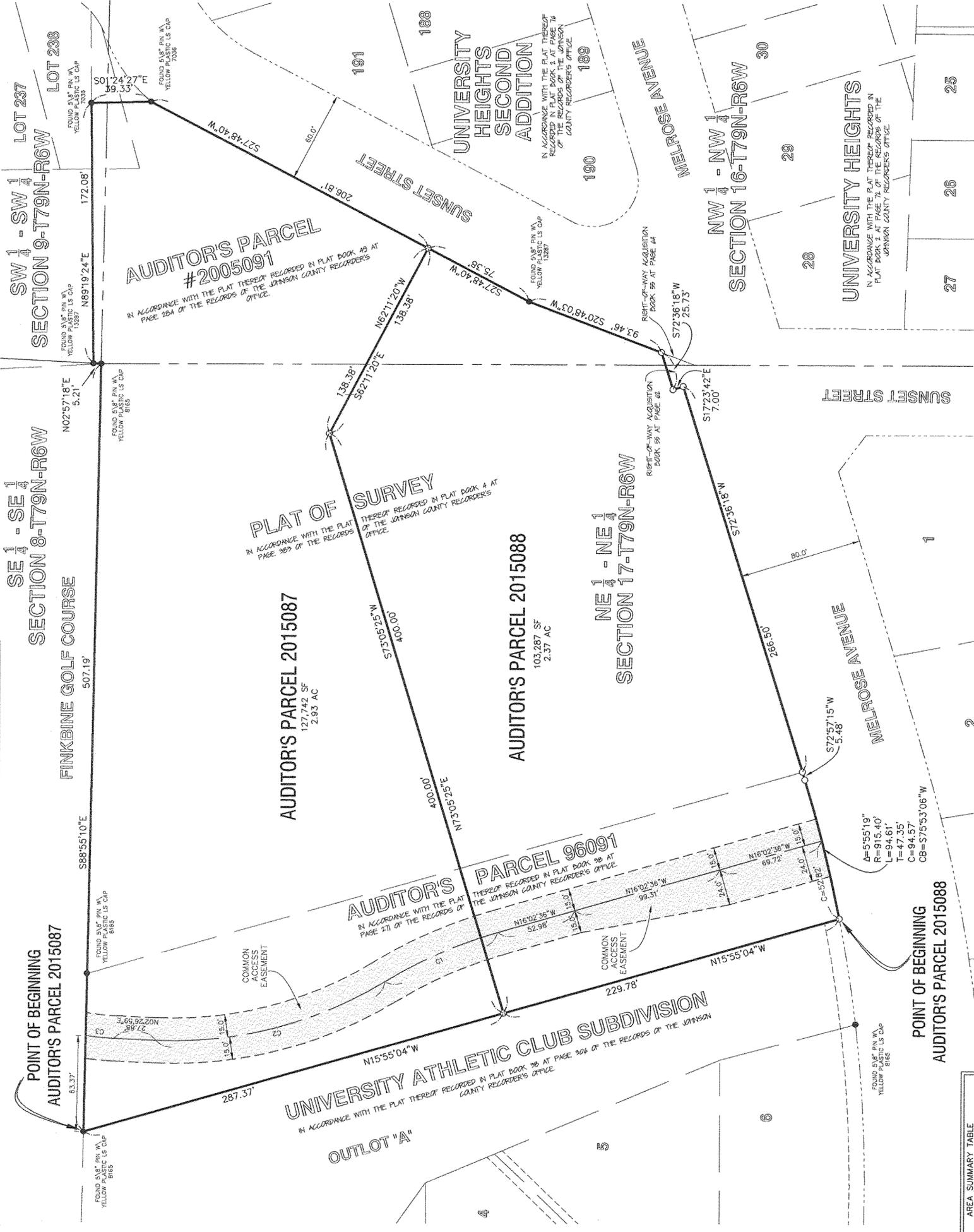
10. Closed Session. I recommend and advise that the Council to go into Closed Session at the January meeting to discuss litigation matters. A motion to that effect is attached.

PLAT OF SURVEY

AUDITOR'S PARCEL 2015087 AND AUDITOR'S PARCEL 2015088
 A PORTION OF THE NE 1/4 OF SECTION 17, A PORTION OF THE SW 1/4 OF SECTION 9,
 AND A PORTION OF THE NW 1/4 OF SECTION 16 ALL OF TOWNSHIP 79 NORTH, RANGE 6 WEST,
 OF THE FIFTH P.M.

UNIVERSITY HEIGHTS, JOHNSON COUNTY, IOWA

—PREPARED BY AND RETURN TO: MMS CONSULTANTS, INC. 1917 S. GILBERT ST., IOWA CITY, IOWA 52240 (319)351-8282



PARCEL	1/4 - 1/4	AREA
2015087	NE-NE SEC 17	2.29 ACRES
2015087	SW-SW SEC 9	0.03 ACRES
2015087	NW-NW SEC 16	0.81 ACRES
2015087	TOTAL	2.93 ACRES
2015088	NE-NE SEC 17	2.19 ACRES
2015088	NW-NW SEC 16	0.18 ACRES
2015088	TOTAL	2.37 ACRES

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	152°28'40"	300.75'	81.24'	40.87'	81.00'	N23°46'56"W
C2	33°58'16"	266.50'	158.01'	81.40'	155.71'	N14°32'09"W
C3	7°03'31"	150.00'	18.48'	9.25'	18.47'	N02°58'45"E

MELROSE PARK FIRST ADDITION TO UNIVERSITY HEIGHTS
 IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 49 OF THE RECORDS OF THE JOHNSON COUNTY RECORDERS OFFICE.

UNIVERSITY HEIGHTS SECOND ADDITION
 IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 74 OF THE RECORDS OF THE JOHNSON COUNTY RECORDERS OFFICE.

UNIVERSITY HEIGHTS
 IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 74 OF THE RECORDS OF THE JOHNSON COUNTY RECORDERS OFFICE.

DESCRIPTION -- AUDITOR'S PARCEL 2015087
 A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, A PORTION OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 9, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, ALL OF TOWNSHIP 79 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Southwest Corner of Auditor's Parcel 96091, to University Heights, Iowa, in accordance with the Plat thereof Recorded in Plat Book 38 at Page 271 of the Records of the Johnson County Recorder's Office; Thence S88°55'10"E, along the North Line of said Auditor's Parcel 96091, and the North Line of the Parcel of Land as depicted on the Plat of Survey as Recorded in Plat Book 4 at Page 383 of the Records of the Johnson County Recorder's Office, 507.19 feet, to the Northeast Corner of said depicted Parcel, and a Point on the West Line of Auditor's Parcel 2005091, in accordance with the Plat thereof Recorded in Plat Book 49 at Page 284 of the Records of the Johnson County Recorder's Office; Thence N02°57'18"E, along said West Line, 5.21 feet, to the Northwest Corner of said Auditor's Parcel 2005091; Thence N89°19'24"E, along the North Line of said Auditor's Parcel 2005091, a distance of 172.08 feet, to the Northeast Corner thereof; Thence S01°24'27"E, along the East Line of said Auditor's Parcel 2005091, a distance of 39.33 feet; Thence S27°48'40"W, along said East Line, 206.81 feet; Thence N62°11'20"W, 138.38 feet; Thence S73°05'25"W, 400.00 feet, to a Point on the West Line of said Auditor's Parcel 96091; Thence N15°55'04"W, along said West Line, 287.37 feet, to the Point of Beginning. Said Auditor's Parcel 2015087 contains 2.93 Acres (127,742 square feet), and is subject to easements and restrictions of record.

DESCRIPTION -- AUDITOR'S PARCEL 2015088
 A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, AND A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, ALL OF TOWNSHIP 79 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Southwest Corner of Auditor's Parcel 96091, to University Heights, Iowa, in accordance with the Plat thereof Recorded in Plat Book 38 at Page 271 of the Records of the Johnson County Recorder's Office; Thence N15°55'04"W, along the West Line of said Auditor's Parcel 96091, a distance of 229.78 feet; Thence N73°05'25"E, 400.00 feet; Thence S62°11'20"E, 138.28 feet, to a Point on the East Line of Auditor's Parcel 2005091, in accordance with the Plat thereof Recorded in Plat Book 49 at Page 284 of the Records of the Johnson County Recorder's Office; Thence S27°48'40"W, along said East Line, 75.38 feet; Thence S20°48'03"W, along said East Line, 93.46 feet, to the Northeast Corner of the Right-of-Way Acquisition Parcel as Recorded in Plat Book 55 at Page 64 of the Records of the Johnson County Recorder's Office; Thence S72°36'18"W, along the North Line of said Right-of-Way Acquisition Parcel and the North Line of the Right-of-Way Acquisition Parcel as Recorded in Plat Book 55 at Page 62 of the Records of the Johnson County Recorder's Office, 25.73 feet, to the Northwest Corner thereof and a Point on the South Line of the Parcel of Land as depicted on the Plat of Survey as Recorded in Plat Book 4 at Page 383 of the Records of the Johnson County Recorder's Office; Thence S72°36'18"W, along said South Line, 286.50 feet, to the Southwest Corner thereof, and the Southwest Corner of said Auditor's Parcel 96091; Thence S72°57'15"W, along the South Line of Auditor's Parcel 96091, a distance of 5.48 feet; Thence Southwesterly, 94.61 feet, along said South Line on a 915.40 foot radius curve, concave Northwesterly, whose 94.57 foot chord bears S75°53'06"W, to the Point of Beginning. Said Auditor's Parcel 2015088 contains 2.37 Acres (103,287 square feet), and is subject to easements and restrictions of record.

LEGEND AND NOTES

- PROPERTY CORNERS(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- CUT, "X" &/or BOUNDARY LINES
- OPERATIONS &/or SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

PROPRIETOR: ONE UNIVERSITY PLACE AND ST. ANDREW PRESBYTERIAN CHURCH
SURVEY REQUESTED BY: ONE UNIVERSITY PLACE
DATE OF SURVEY: 11-13-2015

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

GLEN D. MEISNER
 L.S. Iowa Lic. No. 8165
 My license renewal date is December 31, 20____.

Pages or sheets covered by this seal: _____



Date	Revision
11-16-2015	PER GDM REVIEW - RLW

PLAT OF SURVEY

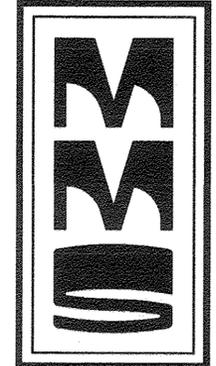
AUDITOR'S PARCEL 2015087
 AUDITOR'S PARCEL 2015088

A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9, AND A PORTION OF THE NW 1/4 OF SECTION 16 ALL OF TOWNSHIP 79 NORTH, RANGE 6 WEST, OF THE FIFTH P.M.

UNIVERSITY HEIGHTS
 JOHNSON COUNTY
 IOWA

MMS CONSULTANTS, INC.

Date:	11-13-2015
Designed by:	RLA
Field Book No.:	
Drawn by:	RLW
Scale:	1"=50'
Checked by:	GDM
Sheet No.:	1
Project No.:	IOWA CITY 5136012
of:	1



CIVIL ENGINEERS
 LAND PLANNERS
 LAND SURVEYORS
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 ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
 IOWA CITY, IOWA 52240
 (319) 351-8282
 www.mmsconsultants.net

BK: 5457 PG: 491
Recorded: 12/23/2015 at 10:10:15.393 AM
Fee Amount: \$67.00
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa



LEASE BUSINESS PROPERTY

THE IOWA STATE BAR ASSOCIATION
Official Form No. 164
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Thomas H. Gelman
321 E Market Street P.O. Box 2150
Iowa City, IA 52244-2150
319-354-1104

Taxpayer Information: (Name and complete address)

NA

Return Document To: (Name and complete address)

Thomas H. Gelman
321 E Market Street P.O. Box 2150
Iowa City, IA 52244-2150

Grantors:

One University Place, LLC

Grantees:

Saint Andrew Presbyterian Church

Legal description: See Page 2

Document or instrument number of previously recorded documents:



GROUND LEASE - BUSINESS PROPERTY

Interim Occupancy - No Pecuniary Benefit to Landlord
For Church Building on Leased Land

THIS LEASE, is entered into this September 18, 2015 by and between One University Place, LLC ("Landlord") whose address for the purpose of this lease is 3011 Sierra Court SW, Iowa City, IA 52240, and St. Andrew Presbyterian Church ("Tenant") whose address for the purpose of this lease is Melrose Avenue, Iowa City, Iowa 52240

1. PREMISES AND TERM. The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, the following described "premises", situated in Johnson County, Iowa: See Exhibit "A" attached hereto.

with the improvements thereon, and all rights, easements and appurtenances, which, more particularly, includes the space and premises as may be shown on "Exhibit A," attached, for a term of ~~about 8 1/2 months~~ years commencing at midnight of the day previous to the first day of the lease term, which shall be on the day of September, 2015 and ending at midnight on the last day of the lease term, which shall be on the 31st day of May, 2016, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided.

2. RENTAL. Tenant agrees to pay to Landlord as rental for said term, as follows: \$00.000 per month, in advance, the first rent payment becoming due upon ~~(a) execution of this lease or~~ (b) the NA, and the same amount, per month, in advance, on the NA day of each month thereafter, during the term of this lease.

In addition to the above monthly rental Tenant shall also pay: upon invoice, to third-parties at their applicable addresses any and all sums specified herein as Tenant responsibilities. All sums shall be paid at the address of Landlord as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may from time to time designate in writing. Delinquent payments shall draw interest at NA % per annum from the due date, until paid.

2 (1). MULTIPLE TENANTS. If any other Tenants in adjoining premises share responsibility with Landlord and Tenant in any expenses, the percentages allocated to Landlord and Tenant in this lease shall represent only their respective portions of the total shared expenses. Therefore, their percentages may total less than 100%. Nothing shall prevent the Landlord from paying a Tenant's share of an expense, and billing the Tenant for the amount so paid.

2 (2). "TRIPLE NET" PROVISIONAL (OPTIONAL)
~~THIS PROVISION IS NOT APPLICABLE~~

~~Landlord~~ Tenant agrees that all duties and obligations to repair, maintain and provide utilities and services (paragraphs 6 and 7), ~~to pay taxes and special assessments (paragraph 10) and to pay for casualty and liability insurance (paragraph 11) shall be borne solely by Tenant during the term of this lease, (If the parties select this provision, all duties and obligations set forth in paragraphs 6, 7, 10 and 11 shall be performed by the Tenant).~~

EQUIPMENT, DECORATING AND ALTERATIONS

G. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

Landlord does not own the buildings, so Tenant is solely responsible for all equipment, decorating and alterations thereto, in the Tenant's discretion.	<u>SUPPLIED</u>	<u>REPLACED</u>
	L=Landlord T=Tenant	L=Landlord T=Tenant
Heating equipment	<u> T </u>	<u> T </u>
Air conditioning equipment	<u> T </u>	<u> T </u>
Carpeting/floor covering	<u> T </u>	<u> T </u>
Drapes, shades, blinds	<u> T </u>	<u> T </u>

Any similar equipment, furnishings, and fixtures not specifically provided for above shall be provided and paid for by ~~Landlord~~ Tenant.

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

H. Landlord shall provide and pay for the following items of ~~interior decorating~~ the temporary access drive along the south side of the building in accordance with the Offer to Buy and Acceptance entered into between Landlord, as Buyer, and Tenant, as Seller. Thereafter, Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

I. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the **Americans with Disabilities Act** shall be performed and paid for by the parties as follows:

Landlord does not own the buildings, so Tenant is solely responsible for all ADA compliance, in the Tenant's discretion.	% Landlord	% Tenant
	_____	<u> NA </u>
Common areas		
Tenants area:		
Initial compliance (specify)	_____	<u> 100 </u>
Future compliance	_____	<u> 100 </u>

7. UTILITIES AND SERVICES. Utilities and services shall be furnished and paid for by the parties as follows:

Landlord does not own the buildings, so Tenant is solely responsible for all utilities therefor, and for lighting the drives and parking areas reserved for Tenant.	<u>PERFORMANCE</u>	<u>PAYMENT</u>	
	L=Landlord T=Tenant	% Landlord	% Tenant
Electricity	<u> T </u>	_____	<u> 100 </u>
Gas	<u> T </u>	_____	<u> 100 </u>
Water and Sewer	<u> T </u>	_____	<u> 100 </u>
Garbage/Trash	<u> T </u>	_____	<u> 100 </u>
Janitor/Cleaning	<u> T </u>	_____	<u> 100 </u>
Common areas	<u> NA </u>	_____	<u> NA </u>
Other: Pest Control; Communication Services; any other.	<u> T </u>	_____	<u> 100 </u>

8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **OPTION TO RENEW.**

~~XXXXXX~~ APPLICABLE

~~Landlord~~

~~Tenant~~

Tenant may renew this lease for NA additional terms of _____ years each by giving Landlord a written notice of intent to renew at least _____ days prior to the expiration of the term that precedes each such renewal term. Each renewal will be on the same terms and condition as the original term, except the rent for each renewal will be as follows:

First renewal term: \$ NA per month

Second renewal term: \$ NA per month

Other: Tenant must vacate the premises on or before May 31, 2016

(c) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(d) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease.

(e) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. ASSIGNMENT AND SUBLETTING. Any assignment of this lease or subletting of the premises or any part thereof, without the Landlord's written permission shall, at the option of the Landlord, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. REAL ESTATE TAXES.

A. All installments of real estate taxes ^{/that} would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord 100 %

Tenant 0 %

Note: The rental premises is tax exempt and no taxes should become due or accrue during the lease term

~~B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by~~

~~Landlord XXXXX %~~

~~Tenant XXXXX %~~

C. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

D. **SPECIAL ASSESSMENTS.** Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord 100 %

Tenant _____ %

E. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other. See Paragraph 30 Additional Provisions

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of at least \$ 2,000,000.00 each occurrence and \$ 3,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed

operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. **ACTS BY TENANT.** Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the premises.

E. **INCREASED RISKS OR HAZARDS.** Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

F. Landlord and Tenant shall each provide a copy of this lease to their respective insurers.

12. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY. Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. FIRE AND CASUALTY. (a) PARTIAL DESTRUCTION OF PREMISES. In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 30 days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 30 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control. The premises excludes the buildings.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises including the parking area (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 30 days this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 30 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph 15 (a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.

3. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.

4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 5% per annum, from date of advance.

18. SIGNS. (a) Tenant shall have the right and privilege of attaching, posting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. LANDLORD'S LIEN AND SECURITY INTEREST. (a) Said Landlord shall have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Tenant's default in its performance.

(b) SPOUSE. If Tenant's spouse is not a Tenant, then the execution of this instrument by Tenant's spouse shall be for the sole purpose of creating a security interest on personal property and waiving rights of homestead, rights of distributive share, and exemptions.

21. ENVIRONMENTAL.

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

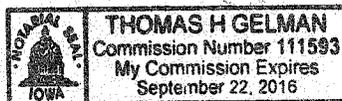
1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.
2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.
4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC. (a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

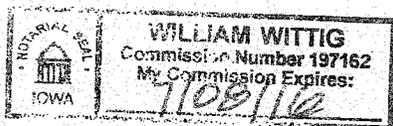
23. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the

STATE OF Iowa, COUNTY OF Johnson
This record was acknowledged before me this 17th day of September, 2015,
by Jeffrey L. Maxwell, as President (and Member) of One University Place, LLC.



[Handwritten Signature]
Signature of Notary Public

STATE OF Iowa, COUNTY OF Johnson
This record was acknowledged before me this 18 day of September, 2015,
by Kelly Lamb, as President of St. Andrew Presbyterian Church



[Handwritten Signature]
Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me this _____ day of _____,
by _____

Signature of Notary Public

EXHIBIT "A" 1/2

DESCRIPTION OF RENTAL PREMISES

The land ("as is") shown in blue on the attached drawing (but excluding the church building and small out-building, the ownership of which is retained by the Tenant, subject to an Offer to Buy Real Estate and Acceptance entered into between Landlord and Tenant) located at 1300 Melrose Avenue, University Heights, Iowa 52246, together with (i) the right of ingress thereto and egress therefrom over an existing drive and a temporary drive to be installed by Landlord, and (ii) the right to parking upon certain existing parking areas, neither such drives or parking areas being within the "construction boundaries" for the development of the surrounding property by Landlord, all of the above intending to be in accordance with the Tenant's anticipated continued ownership and occupancy of the building during the lease term as specified in the Offer to Buy Real Estate and Acceptance, as amended, previously entered into between the Landlord, as Buyer, and the Tenant, as Seller.

(This lease is being entered into in satisfaction of the condition specified in the Offer to Buy Real Estate and Acceptance entered into on April 10, 2014 by and between Landlord, as buyer, and Tenant, as seller, to allow Tenant continuing possession, occupancy and use of the premises through May 31, 2016. Landlord is receiving no pecuniary benefit associated with such continuing occupancy and use of the rental premises.)

30. ADDITIONAL PROVISIONS

A. **REMOVAL OF PERSONAL PROPERTY AND FIXTURES.** The Landlord and Tenant acknowledge that after the expiration of Tenant's occupancy, and upon Landlord's closing on the purchase of the buildings, the Landlord plans to redevelop the real estate, which will necessitate the removal of the existing improvements (church building, out-building and parking lot improvements). Tenant, at its cost and expense, may during the lease term remove all of its personal property, and must do so by the end of the lease term. Tenant may also remove any nonstructural components from the interior of the church structure in accordance with the Offer to Buy and Acceptance entered into between the Landlord, as Buyer, and the Tenant, as Seller. Such components that may be removed by Tenant may be used by Tenant at another location or made available by Tenant to other local tax-exempt entities.

B. **INSURANCE AND CASUALTY DAMAGE.** No provision of the lease shall require Landlord or Tenant to insure the premises, or the Tenant's buildings thereon, against hazard, casualty, fire or other damage for all or any portion of the replacement value of the structure; provided, Landlord or Tenant may maintain such insurance in its discretion. In the event either of the Tenant's buildings is damaged or destroyed by fire or casualty, no provision of this lease shall require the Landlord or Tenant to repair the structure with any insurance proceeds that either may receive. In the event of damage or destruction that makes all or any portion of the church building unsafe for further use or occupancy, either

EXHIBIT "A" 2/2

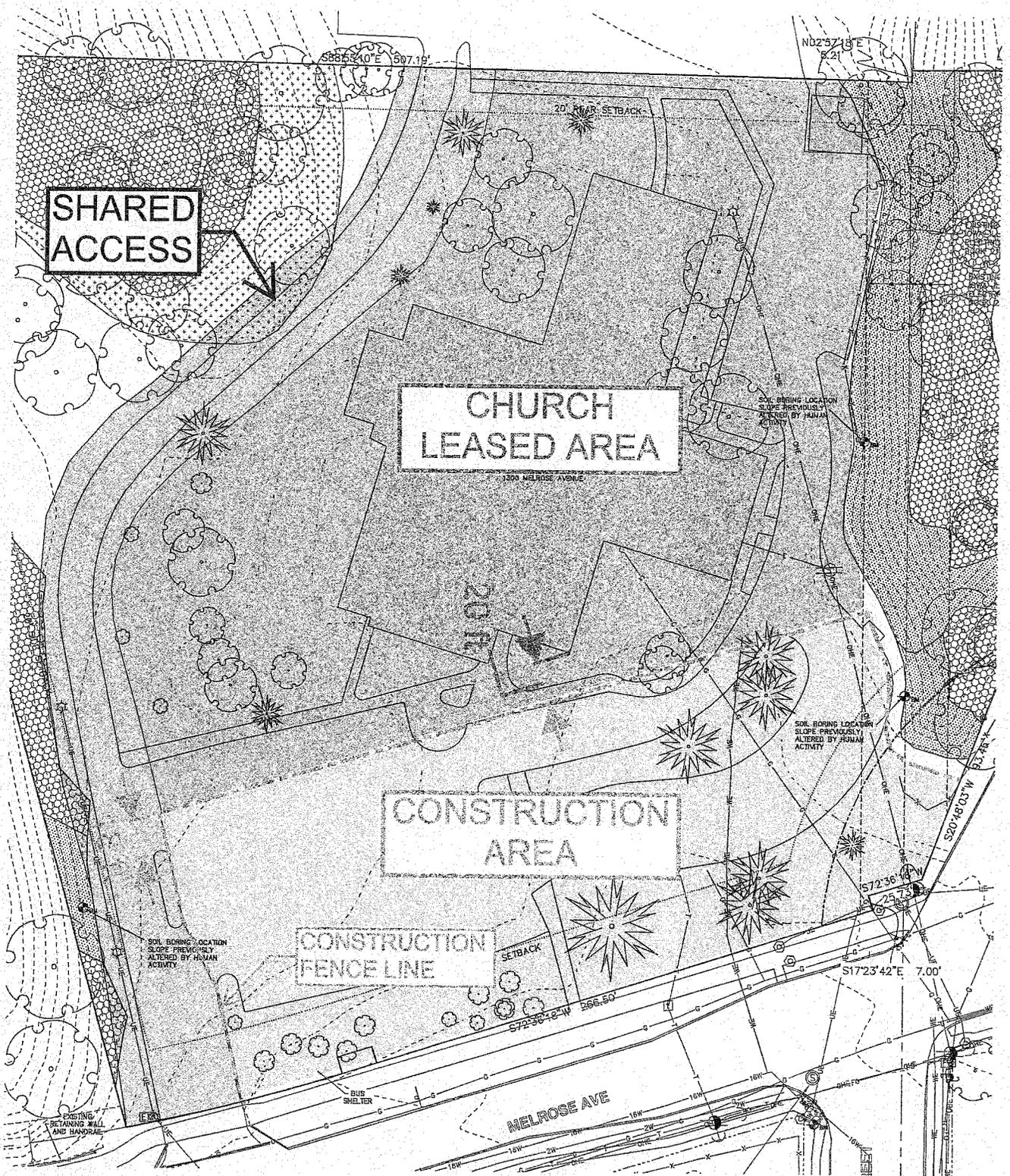
the Landlord or Tenant may terminate this lease upon no less than 24 hours written notice to the other party. If damage is only partial, and the church building is not unsafe, the Tenant may repair the damage, at Tenant's expense, from either its own resources or from insurance proceeds it may receive from any insurance it may choose to maintain on the church building. Landlord acknowledges that Tenant is not required by this lease and may not otherwise maintain extended coverage casualty insurance on the buildings and improvements. Tenant shall bear all risk of casualty loss to its buildings and improvements on the premises, and Tenant shall similarly bear all risk of loss to its personal property.

C. EARLY TERMINATION. Tenant may terminate this lease at any time before its expiration by giving Landlord not less than 30 days written notice of its intent to terminate.

D. ACCESS. Landlord shall have the right to have access to the premises and buildings at all reasonable times for the purpose of investigations, testing, assessments, appraisals, studies, surveys and other inspections ("Inspections") required or useful in connection with Landlord's intended redevelopment of the premises. All such access for Inspections shall be exercised in a manner to minimize disruption to the Tenant's activities. Landlord will endeavor to give Tenant reasonable notice of all Inspections requiring access to the church building.

E. EXCEPTION TO TENANT'S OBLIGATIONS FOR REPAIRS, MAINTENANCE AND REPLACEMENTS. The Landlord and Tenant again acknowledge that after the expiration of Tenant's occupancy, the Landlord plans to redevelop the premises, which will necessitate the removal of the existing improvements (church building, out-building and paving). As such the Landlord, not presently owning the buildings, has been allocated no responsibility under this lease to make any repairs, maintenance or replacements, other than for a temporary access drive on the south side of the church building. All such obligations for repairs, maintenance or replacements are Tenant's. However, Tenant shall have no obligation to make repairs, maintenance and replacements other than those it determines, in Tenant's discretion, to be cost effective in light of its limited remaining ownership and occupancy. Provided, however, if any item of needed repair, maintenance or replacement places the church building in violation of health or safety codes or regulations, or otherwise endangers the health or safety of any person or property, Tenant shall promptly provide Landlord with written notice of such condition and either make such maintenance, repair or replacement, at Tenant's expense, or elect to terminate this lease by giving Landlord not less than 30 days written notice of such lease termination.

F. COUNTERPARTS/FACSIMILE OR ELECTRONIC COPIES. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. The use of facsimile or pdf signatures for the execution of this document shall be binding and shall have the same full force and effect as if originally signed.




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Recorded: 12/29/2015 at 03:13:09 PM
Fee Amt: \$302.00 Page 1 of 60
Johnson County Iowa
Kim Painter County Recorder
BK **5459** PG **1-60**

09262

Prepared By and Return to: Thomas H. Gelman, 321 East Market Street, Box 2150, Iowa City, IA 52244 - Phone (319) 354-1104

**DECLARATION
OF
SUBMISSION OF PROPERTY TO
HORIZONTAL PROPERTY REGIME**

PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA

REGIME NAME: One University Place South Condominium

**DECLARANT: One University Place, LLC,
an Iowa limited liability company
3011 Sierra Court SW
Iowa City, Iowa, 52240**

DATE OF DECLARATION: December 29, 2015

**DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL REGIME ESTABLISHING A
PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES**

**One University Place South Condominium
University Heights, Iowa**

This Declaration of Submission of Property to the Horizontal Regime is made and executed in Iowa City, Iowa, the 29th day of December, 2015, by One University Place, LLC, an Iowa limited liability company, hereinafter referred to as “Declarant” pursuant to the provisions of the Horizontal Property Act, Chapter 499B, 2015 Code of Iowa, as amended.

RECITALS

1. Declarant is the owner of certain real property located in University Heights, Johnson County, Iowa, and more particularly described as follows:

**Auditor’s Parcel 2015088 according to the Survey Plat thereof recorded in Book
60, Page 10, of the Plat Records of Johnson County, Iowa (the “real estate”).**

2. Declarant is the owner of (i) the above-described real estate, (ii) the building and other improvements constructed (or to be constructed) upon said real estate, and (iii) easements, rights and appurtenances belonging thereto, and it is the desire and the intention of the Declarant to divide the “project” (defined below) into commercial and residential condominium units in accordance with the applicable zoning and “PUD Documents” (defined below), and to either retain or sell and convey the condominium units to various purchasers, pursuant to the provisions of the Act, and to impose upon the project and its future owners mutually beneficial restrictions, covenants, and conditions for the ownership, management and operation of the project.

3. Declarant desires and intends by filing this Declaration to submit the above-described real estate and the building and other improvements constructed (or to be constructed) thereon, together with all easements, rights and appurtenances belonging thereto, to the provisions of the Act as a condominium project to be known as One University Place South Condominium, in University Heights, Iowa.

NOW, THEREFORE, the Declarant does hereby publish and declare that all property described above as part of the project is held and shall be held and conveyed subject to the following covenants, conditions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any party acquiring or owning an interest in the project and their grantees, successors, assigns, agents, personal representatives, executors, administrators, heirs, devisees and beneficiaries.

ARTICLE I

Definitions and other General Provisions Applicable to this Declaration

1. Act. The term “Act” shall mean the Horizontal Property Act, Chapter 499B, 2015 Code of Iowa, as amended.
2. Declarant. The term “Declarant” shall mean One University Place, LLC, an Iowa limited liability company, which has made and duly executed this Declaration, and any successor One University Place, LLC may designate in writing as the successor Declarant.
3. Declaration. The term “Declaration” shall mean this instrument by which One University Place South Condominium is established as provided under the Act.
4. Project or Regime. The term “project” and “regime” shall interchangeably mean the entire parcel of real estate described in this Declaration to be divided into common elements and commercial and residential condominium units, including all structures and improvements thereon (or to be built thereon) and all easements, rights and appurtenances belonging thereto.
5. Unit. The term “unit” shall mean one or more rooms occupying part of one or more floors intended for use as a separate commercial suite or as a separate residential dwelling, as permitted by applicable zoning, and not owned in common with other owners in the regime. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and each unit includes the portions of the building so described associated with such unit and the air space so encompassed. There is appurtenant to each unit its specified interest in the common elements.
6. General Common Elements. The term “general common elements” shall have the meaning as defined in Article IV of this Declaration.
7. Limited Common Elements. The term “limited common elements” shall have the meaning as defined in Article V of this Declaration.
8. Building. The term “building” shall mean and include the structure described in this Declaration constructed (or to be constructed) on the real estate.
9. Condominium. The term "condominium" means the entire estate in the real property owned by all Owners, and consisting of all such Owners' undivided interest in the Common Elements and their separate ownership interest of all units. The condominium may also be referred to as the “Regime” or the “Condominium Regime” and has the same meaning as “project”
10. Owner. The term “owner” means any person or entity with an ownership interest in a unit in the project. Owner shall not include a tenant or other occupant who does not also hold an ownership interest.
11. Association. The term “Association” means One University Place South Condominium Owners Association, Inc., an Iowa non-profit corporation, and its successors.

12. Condominium Documents. The term “condominium documents” means this Declaration, all exhibits attached hereto, including the Articles of Incorporation and By-laws of the Association, and any duly adopted amendments to any such documents (“condominium document” in the singular).

13. PUD Documents. The term “PUD Documents” means the One University Place PUD Plan approved by the City Council of University Heights, Iowa on June 9, 2015 and the PUD Development Agreement entered into between the City of University Heights and Jeffrey L. Maxwell (predecessor to Declarant) dated effective on June 9, 2015.

14. TIF Development Agreement. The term “TIF Development Agreement” means the Development Agreement entered into between the City of University Heights, Iowa and Jeffrey L. Maxwell (predecessor to Declarant) dated effective on August 11, 2015.

15. City. The term “City” means the City of University Heights, Iowa.

16. By-laws. The term “By-laws” means the by-laws of the Association as constituted and amended from time to time.

16. Plural and Gender. Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

17. Severability. The invalidity of any covenant, restriction, agreement, undertaking, or other provisions of any condominium document shall not affect the validity of the remaining portions thereof or any other condominium document.

18. Incorporation. Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this document.

ARTICLE II

Description of Land, Building, and Units

1. Description of Land. The land submitted to the regime is located in Johnson County, Iowa, and is described as:

Auditor’s Parcel 2015088 according to the Survey Plat thereof recoded in Book 60, Page 10, of the Plat Records of Johnson County, Iowa, together with all easements, rights and appurtenances presently or in the future associated therewith.

2. Description of Building. The building consists of one free-standing structure generally described as follows:

A commercial/residential building comprised of approximately 60,000 square feet on four (4) levels, three (3) of which are at or above grade, having initially three (3) ground level commercial units, twenty-four (24) two (2) bedroom residential units on upper levels, and common areas including one level of underground parking, stairwells, utility/equipment/mechanical areas, entrances, foyers, lobbies, corridors and hallways, storage areas, and elevator. The separate levels contain the following:

- The Parking Level, the below grade level contains forty-four (44) parking spaces, plus one stair well, one elevator and elevator equipment room, and three utility rooms.
- The First Level, the ground level, contains commercial office space, with adjacent plaza, walkways, play area and surface parking area, plus two stairwells, elevator, elevator vestibule, walkway/entrance lobby between commercial units, and a storage/multi-purpose closet.
- The Second Level, above grade, contains twelve (12) two-bedroom residential dwelling units (subject to being combined into fewer larger units), two stairwells, a storage/multipurpose closet, hallways/corridors, elevator and elevator vestibule.
- The Third Level, above grade, contains twelve (12) two-bedroom residential dwelling units (subject to being combined into fewer larger units), two stairwells, a storage/multipurpose closet, hallways/corridors, elevator and elevator vestibule.

The building has been (or will be) constructed to the following general specifications:

The lower level parking area is constructed of cast in place concrete floor and walls with a precast concrete structural frame and ceiling. The first floor of the building is constructed of precast concrete columns, beams and floor plank. First floor contains commercial units, and the residential commons area. The second and third floor levels are constructed of wood framing, which floors contain residential dwelling units. All levels are connected by a common elevator and two stairwells.

The walls at the ground floor levels are constructed with concrete masonry units covered with an air barrier membrane, insulated with 2 inches of exterior rigid insulation, and clad with masonry veneer or thermally modified wood siding.

All exterior walls at the second and third floor levels are constructed with 2x wood studs 16" O.C., fully insulated with R19 fiberglass insulation in the stud cavity. The exterior face is covered with 7/16" o.s.b. sheathing, a weather barrier membrane, and clad with either masonry veneer, or composite metal panel siding

The interior face of the exterior stud walls are covered with 5/8" sheetrock with all joints receiving joint and tape application. All interior wall surfaces are finished with latex paint.

The second level floor systems are constructed of precast concrete plank. The ceiling finish is covered with 5/8" gypsum sheathing fastened to a suspended framing system hung from the joists. The floor surface is 3" cast in place concrete topping on the precast planks. The third level floor systems are constructed with engineered wood floor joists. The ceiling finish is covered with 5/8" gypsum sheathing fastened to a suspended framing system hung from the joists. The floor joist compartment is partially insulated with fiberglass batt insulation. The floor surface is 3/4" o.s.b. sheathing, covered by 1 1/2" of gypsum concrete topping.

The roof system is constructed with engineered wood roof joists. The interior face is covered with 5/8" gypsum sheathing fastened to a suspended framing system hung from the joists. The exterior roof surface is 3/4" o.s.b. sheathing, covered by R30 rigid insulation, covered by 60 mil roofing membrane fully adhered. All roof parapet trim is composite with metal coping flashing.

All ground floor level doors and windows are insulated full light tempered glass with aluminum frames, with automatic closures. All second and third floor level windows are insulated glass with aluminum frame. Dwelling unit entry doors are 20 minute rated, solid core, wood, painted, flush panel design, and automatic closure. All dwelling unit interior doors are solid core wood, painted, flush construction. Door frames are to be steel welded type with steel casing trim, painted.

Generally, all dwelling unit interior cabinets are softwood lumber framing and particle board, with maple overlay door. Kitchen and vanity countertops engineered quartz. Bathroom and kitchens have chrome accessories.

At third floor level, carpeting, vinyl plank, and porcelain tile floor coverings are installed directly on gypsum concrete subfloor. At second floor level, carpeting, vinyl plank, and porcelain tile floor coverings are installed directly on concrete topping slab. At ground floor level commercial spaces, final finish flooring is to be installed directly on concrete topping.

All above ground water supply lines are copper, rigid PVC, or flexible tubing. Waste and vents are PVC. City water and sewer service all commercial spaces and dwelling units. Each commercial unit (excepting possibly subunits), apartment common areas, and dwelling units are individually electric metered. Each commercial unit (excepting possible subunits), apartment commons, and dwelling units are conditioned by individual HVAC equipment. The remote equipment is located on the roof.

Each commercial unit (excepting possibly subunits) and the first floor residential commons area are provided with its own electrical service panel and electric meter. Each dwelling unit is provided with its own 150 amp service panel and electric meter. Cable TV, internet and telephone cable/wiring will be installed to each unit.

3. Description of the Units. Annexed hereto and made part hereof as **Exhibit "A"** is a list of all units in the building containing each unit's designation, approximate area, fractional undivided interest in the common elements, number of votes in the Association, and prorata share of common expenses. Annexed hereto and made part hereof as **Exhibit "D"** is a site plan showing the location of the building, and the exterior common elements to which it has immediate access. Annexed hereto and made a part hereof as **Exhibit "E"** are the building's floor plans. Annexed hereto (or to be annexed hereto as part of an amendment) and made a part hereof as **Exhibit "F"** are the building plans for the Building. These Exhibits, together with the definition of the term "unit" in Article I, show the location and dimensions of each unit and the location of interior and certain exterior common elements. Annexed hereto (or to be annexed hereto as part of an amendment) and made a part hereof as Exhibit "G" is an "as built" certificate of a qualified professional.

ARTICLE III

Ownership Interests

1. Exclusive Ownership and Possession by Owner. Each owner shall be entitled to exclusive ownership and possession of such owner's unit. Each owner shall be entitled to an undivided interest in the Common Elements in the fraction expressed in Exhibit "A" to this Declaration. The percentage undivided interest of each owner in the Common Elements as expressed in Exhibit "A" shall have a permanent character and shall not be altered without the consent of all owners expressed in an amendment to this declaration duly recorded. The percentage undivided interest in the Common Elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner may use the common elements in accordance with the purpose for which they are intended, pursuant to the rules and regulations that the Association may enact from time to time, without hindering or encroaching upon the lawful rights of other unit owners.

A unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceiling, windows and doors bounding such owner's unit, nor shall the owner be deemed to own the utilities running through such owner's unit that are used for or serve more than one unit, except as a percentage of an undivided interest in the Common Elements. An owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows and doors bounding such owner's unit.

2. Appurtenances. There shall pass with the ownership of each unit as a part thereof, whether or not separately described, all appurtenances to such unit and no part of the appurtenant interest of any unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such unit itself or of all units in the regime.

3. Undivided Fractional Interest. An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each unit. The percentage of such undivided interest appurtenant to each unit is as set forth on Exhibit "A".

4. General Common Elements. Appurtenant to each unit shall be a right to use and enjoy the general common elements pursuant to the rules and regulations that the Association may enact from time to time.

5. Limited Common Elements. The exclusive use by owners of the limited common elements shall be deemed an appurtenance to the unit or units for which such limited common elements are reserved, provided use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents.

6. Association Membership and Voting Rights. Appurtenant to each unit shall be membership in One University Place South Condominium Owners Association, Inc. and a vote in the affairs of the Association and of the regime; provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and By-laws of the Association and of the other condominium documents. The action of such Association shall be deemed the action of the owners; and such action, when taken in accordance with the By-laws of the Association

and this Declaration shall be final and conclusive upon all unit owners. The number of votes to which each unit owner is entitled on matters subject to owner voting is set out in Exhibit "A" to this Declaration.

7. Cross Easements. Appurtenant to each unit shall be easements from each unit owner to each other unit owner and to the Association and from the Association to the respective unit owners as follows:

- (a) For ingress and egress through the common areas and for maintenance, repairs, and replacements as authorized;
- (b) Through the units and common elements for maintenance, repairs and replacements or reconstruction of common elements, but access to units for such purposes shall be only during reasonable hours except in case of emergency or reconstruction after casualty;
- (c) Every portion of a unit contributing to the support of a building is burdened with an easement for such support for the benefit of all other benefited units;
- (d) Through the units and common areas for conduits, ducts, plumbing, wiring and other systems, equipment and facilities for the furnishing of utility or other services to the other units and the common areas.

ARTICLE IV
General Common Elements

1. Definition. General Common Elements shall include all portions of the project (land and improvements thereon) not included within any unit except such portions of the project that are defined as limited common elements in Article V. The general common elements include, but are not limited to, the following:

- (a) The land upon which the regime (including the building, parking areas, drives, walks, yards, open space, landscaping and all other condominium facilities and common elements), is located and the airspace above such land;
- (b) The foundations, floors, ceiling, roofs and structural components of each unit and of the building;
- (c) All installations, fixtures, improvements, and elements of the building's roof;
- (d) Common installations for regime utilities, including but not limited to:
 - (i) electricity;
 - (ii) natural gas;

- (iii) communication (telephone, internet, etc.);
 - (iv) cold water;
 - (v) sanitary sewer; and
 - (vi) cable TV.
- (e) Exterior recreational areas, yards, plantings, landscaping, and other street-scape elements; driveways; surface and underground parking areas subject to the Condominium Documents and rules of the Association for assignment and use of such parking areas by unit owners, tenants, customers, guests and others; stormwater drainage ways and systems; on-site stormwater detention facilities; offsite sanitary sewer lift stations; and sidewalks and walkways;
 - (f) The mechanical/utility rooms, chases, closets, trash enclosures, storage areas serving the building generally;
 - (g) Building entrances, exits, vestibules, lobbies, foyers, corridors and hallways existing for common use;
 - (h) The design of the building and grounds and the integrity and appearance of the regime as a whole are of common interest to all unit owners and, as such, shall be a part of the general common elements; and
 - (i) In general, all other installations, fixtures, and improvements existing for common use, except as limited by the limited common elements described in Article V.

ARTICLE V
Limited Common Elements

1. **Definition.** The term “limited common elements” shall mean, and such elements shall consist of, those common elements that are reserved for the use of one or more units by this Article and amendments hereto and such reservation shall be to the exclusion of all other units.

2. **Reservation.** The following common elements are reserved and shall constitute the Limited Common Elements:

- (a) Any non-loadbearing walls and partitions separating units from other units are reserved for such affected units;
- (b) Common entrances, exits, lobbies, vestibules, hallways, corridors, stairwells, utility closets, and other common areas and facilities serving only residential units are reserved for the residential units within the building;

- (c) Common entrances, exits, lobbies, vestibules, hallways, corridors, utility closets, and other common areas and facilities serving only commercial units are reserved for the commercial units within the building;
- (d) Balconies, decks, or patios, if any, associated with a unit are reserved for the immediately adjacent unit with direct access thereto;
- (e) Any parking spaces or areas, underground or on the surface, that under the Condominium Documents or rules of the Association have been assigned for use for only certain residential and/or commercial unit owners and/or their respective, tenants, customers, guests and invitees, as may be applicable and permitted;
- (f) Any ground level plaza areas that under the Condominium Documents or rules of the Association have been assigned for use for only certain commercial unit owners and/or their respective, tenants, customers, guests and invitees, as may be applicable and permitted;
- (g) **In the event the City becomes the owner of Unit #103, the exterior fenced green-space area adjacent to and east of such unit, and the area on the south plaza adjacent to the entry door to such unit (a strip 10 feet wide along the south side of said Unit #103) shall each be a limited common element associated exclusively with Unit #103 (subject to Section 2(z) of Article IX below);**
- (h) The building's elevator(s) and all related component parts, equipment and systems are limited common elements associated with all residential units;
- (i) The building's solar panels and all related component parts, equipment and systems are limited common elements associated with all commercial units; and
- (j) The surface parking of the project is a limited common element of the Commercial units, except the northerly most row, which is a general common element, with all such parking subject to the Condominium Documents and rules of the Association for assignment and use of such parking areas by unit owners, tenants, customers, guests and others.

3. Right of Association. The reservation of the limited common elements herein shall not limit any right the Association and its agents may otherwise have to alter such limited common elements or enter upon such limited common elements.

ARTICLE VI

Declarant's Reserved Rights and Powers

1. Declarant's Activities. Declarant is irrevocably and perpetually empowered, subject to the City-enforceable restrictions in this Declaration, the PUD Documents, the TIF Development

Agreement and applicable laws, to sell, rent or lease units to any person or entity and shall have the right to transact on the condominium real estate any activities relating to construction, repair, maintenance, replacement, renovation, sale, lease, rental or management of units, including but not limited to, the right to maintain signs, employees, independent contractors and equipment to show units. All signs and all items and equipment pertaining to sales or rentals or construction and any unit furnished by the Declarant for sales purpose shall not be considered common elements and shall remain the Declarant's separate property. Declarant retains the right to be and remain the owner, and use for Declarant's own business purposes, one or more unsold units under the same terms and conditions as other owners, including membership in the Association, save for Declarants rights to sell, rent or lease.

2. Reservation of Easements. Declarant expressly reserves perpetual easements for ingress, egress and utility purposes as may be required across, under and over the land submitted to the regime.

3. Designation of Association Directors. Declarant shall have the right to name all members of the Board of Directors of the One University Place South Condominium Owners Association, Inc. until the first annual members' meeting of said Association, which shall be held as provided in the By-laws of said Association. Thereafter the Board of Directors shall be selected in the manner specified in the By-laws of said Association.

4. Completion of Construction of the Units. Declarant hereby reserves the right to complete, finish, alter or improve the exterior and interiors of the units on its own initiative or pursuant to an agreement with the purchaser of a particular unit. Unit owners may also install non-load bearing walls and make other non-structural alterations or improvements to their units. Unit owners are responsible to see to the proper insurance of unit alterations or improvements, whether such alterations or improvements are made by the Declarant or not. Declarant is not responsible for the design and safety of owner-installed alterations or improvements. No work by an owner is permitted that will jeopardize the soundness of a unit or common elements or impair any easement. Any alteration or improvement of a unit shall neither increase nor decrease the fractional interest in the common elements appurtenant to that unit or otherwise affect the rights and privileges of other unit owners.

5. Subdivision of Unit(s). Declarant may subdivide any commercial unit Declarant may own into two or more additional units. Developer may at any time file an amendment to this Declaration in order to fully describe and define the subdivided unit(s) and make adjustments to the percentage interest of common and limited common elements appurtenant to such subdivided units. The Declarant will re-allocate votes and the percentage interest of common and limited common elements appurtenant to subdivided units so that the votes and fractional interests of the original unit so divided will be split, as the Declarant in its sole discretion deems fit, between the newly created subdivided units. Declarant's subdivision of a unit shall not affect the percentage interest or voting rights allocated to any other unit.

6. Combination of Unit(s). Declarant may combine any two or more units Declarant may own into one unit. Developer may at any time file an amendment to this Declaration in order to fully describe and define the combined unit and make adjustments to the percentage interest of common and limited common elements appurtenant to such combined unit. The Declarant will re-allocate votes and the percentage interest of common and limited common elements appurtenant to combined units so that the votes and fractional interests of the original units so combined will also be combined in the newly created combined unit. Declarant's combination of units shall not affect the percentage interest or voting rights allocated to any other unit.

7. Additional Improvements. Declarant may, in its sole discretion (subject to the City enforceable restrictions in this Declaration, the PUD Documents, the TIF Development Agreement and applicable laws) construct additional improvements, including without limitation, roads, drives, parking, sidewalks and landscaping. The consent of owners of units and their mortgagees is not required for the installation of such improvements.

8. Assignment of Declarant's Rights. Declarant may assign its rights and powers under this Declaration, in whole or in part, without the consent of unit owners or the Association.

9. Right of Access. Declarant and its designees, including, but not limited to contractors, shall have and enjoy an on-going easement in, upon, over, through, under and across general common elements for as long as Declarant shall be engaged in the development, construction, ownership, sale or leasing of units, for the purpose of construction, installation, maintenance and repair of the condominium regime, for ingress and egress to all units and to all general and common elements, and for the use of all driveways and common parking areas. In addition, Declarant reserves for itself and its designees the irrevocable and perpetual right to enter into, upon, over, through or under the general and limited common elements as reasonably necessary to install, maintain and/or repair any improvements located or to be located thereon.

10. Dedication of Public Right-of-way. **The Declarant hereby reserves the right to dedicate portions of the real estate within the regime to the City for Melrose Avenue public street right-of way purposes as shown on the approved PUD Plan, with such dedication documentation to be in a form approved by the City Attorney, all to be in accordance with the PUD Documents or as may otherwise be necessary or convenient for the appropriate development of the project.**

11. Granting of Public Easements. **The Declarant hereby reserves the right to grant 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 by the Declarant and maintained by the Association.**

12. Financial Incentives under TIF Development Agreement. The Declarant, as assignee and successor to the Developer under the TIF Development Agreement, hereby reserves all rights of the Developer under the TIF Development Agreement to all financial incentives, payments, rebates and other entitlements ("TIF Payments") payable or deliverable to the Developer by the City (or other taxing authority or official) under the TIF Development Agreement. By becoming a unit owner, each such owner (other than Declarant) assigns, transfers and conveys to Declarant (and its specified assignee of such rights) any and all rights and/or entitlements to TIF Payments such owner may at any time acquire by virtue of becoming a unit owner.

13. Assignment of Parking Spaces. The Declarant reserves the right, in connection with its reserved right to sell, rent and lease units, to assign certain underground and surface area parking spaces for the exclusive use, consistent with project rules, by one or more specific unit owners and/or their invitees and guests.

13. Assignment of South Plaza Areas. The Declarant reserves the right, in connection with its reserved right to sell, rent and lease units, to assign certain areas of the plaza on the south side of the building for the exclusive use, consistent with local ordinances and project rules, of one or more specific commercial unit owners and/or their tenants, invitees and guests.

ARTICLE VII

Management of the Regime

1. Association. The operation of the condominium shall be by a nonprofit membership corporation organized and existing under Chapter 504, 2015 Code of Iowa, as amended. The name of the Association shall be "One University Place South Condominium Owners Association, Inc." Copies of its Articles of Incorporation and of its By-laws are attached hereto as Exhibit "B" and Exhibit "C", respectively. Whenever a vote or other action of unit owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the owners (or the Council of Co-owners) whenever such action is permitted or required herein or by Chapter 499B of the 2015 Code of Iowa, as amended.

2. Compliance. All owners, tenants, guests, and other persons or entities using or occupying the regime shall be bound by and strictly comply with the provisions of the By-laws of the Association and applicable provisions of other condominium documents, and all agreements, regulations and determinations lawfully made by the Association through its members, directors, officers or agents, as authorized by the condominium documents, shall be binding on all such owners and other persons. A failure to comply with the By-laws or the provisions of the other condominium documents or any agreement, regulation or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any owner, as applicable, or injunctive relief without waiving either remedy.

3. Powers of Association. Each owner agrees that the Association (acting as the Council of Co-owners) has and shall exercise all powers, rights, and authority granted unto it and the owners as a group by Chapter 504 and 499B of the 2015 Code of Iowa, as amended, and such as are more particularly set forth in the condominium documents, including, but not limited to, the making of assessments chargeable to owners and the creation of a lien on units thereof, and to acquire a unit at foreclosure sale and to hold, lease, mortgage, or convey the same. Assessments made by the Association against the units and unit owners may be for the common benefit of the owners, including, but not limited to: maintenance, repairs, and replacement of the common elements; administering, operating, and insuring the common elements and the Association; providing utilities and services for the common elements; and providing utilities and services to the units, provided that any such services and utilities that are not separately metered to each unit shall be equitably allocated among the units on a prorated or other reasonable basis as maybe determined by the Association.

4. Partition. All unit owners shall be deemed to have waived all rights of partition, if any, which they may have in connection with the ownership of a unit within the regime.

5. Membership, Voting Rights. The members of the Association shall consist of all of the record owners of units. Change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing a record title to a unit in the condominium, and the membership of the prior owner shall be thereby terminated. The members of the Association shall be entitled to cast the number of votes for each unit owned by such member as is specified in **Exhibit "A"** to this Declaration.

6. Restraint upon Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

7. Board of Directors/Managers. The affairs of the Association shall be conducted by a board of Directors in accordance with the By-laws of the Association.

(a) Prior the first annual meeting of the Association the initial directors, at least three (3) and up to five (5), shall be appointed by the Declarant (initially being those persons designated as such in the Association's Articles of Incorporation) and may be removed, reappointed and/or replaced by the Declarant, until their successors shall be elected by the members, or **appointed by the City**, in the manner provided in this Declaration and the By-laws. The initial Directors or replacement initial Directors as selected by the Declarant shall serve until the date on which the Declarant has sold and given possession of at least 60% of the units within the project, and the replacement Directors have been elected from among members at the first annual meeting as prescribed in the By-laws. From and after the first annual meeting, the affairs of the Association shall be conducted by a board of five (5) Directors elected or appointed as provided in the By-laws and this Declaration; and, until all units are sold by the Declarant, the Declarant may appoint one (1) director to sit as a member of the Board of Directors in addition to the other five (5) elected or appointed directors. Such Director appointed by the Declarant shall have the same voting rights as the other elected or appointed Directors.

(b) In the event the City becomes the owner of a commercial unit of the Project, and from 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 a unit owner by the Declaration, one (1) representative of the City, as appointed from time to time by the City Council, shall be a voting member of the Association's Board of Directors adding one (1) initial director or replacing one of the five elected directors, as the case may be. Notwithstanding any other provision of this Declaration, this Section 7(b) of Article VII of the Declaration may not be amended, deleted or otherwise modified without approval of the City by appropriate resolution of the City Council.

(c) The Board may employ a manager or a managerial service company and delegate certain of its responsibilities to such person as more particularly described in the By-laws. The management fee shall be a common expense.

8. Discharge of Liability. All unit owners shall promptly discharge any lien, other than a mortgage lien, that may hereafter be filed against such owner's unit.

9. Limitation of Association's Liability. The Association shall not be liable for any injury or damage to property caused by or on the common elements or by another owner or person in the project or by any other means unless caused by the gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, improvements or replacements of the common elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.

10. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director or officer of the Association, or any settlement thereof, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11. Agent to Receive Service of Process. The following person, who is a resident of the State of Iowa, is designated as agent to receive service of process upon the Association:

<u>NAME</u>	<u>ADDRESS</u>
Jeffrey L, Maxwell	3011 Sierra Court SW Iowa City, Iowa 52240

ARTICLE VIII
Maintenance, Alteration and Improvement

1. Definitions. Certain terms used in this Article shall have a meaning as follows, provided any dispute over meanings shall be conclusively decided by the Board of Directors of the Association.

- (a) "Maintenance" or "repair" shall mean the act of maintaining, repairing, restoring, renovating, reconstructing, replacing, rebuilding and similar work necessary to preserve a unit or common element of the regime in or substantially in its original condition as completed.
- (b) "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility otherwise provided for by this Declaration or any Amended or Supplementary Declaration.

2. Maintenance by Association.

- (a) The Association shall maintain all General Common Elements and, except as otherwise provided herein, all Limited Common Elements. As part of its maintenance obligations, the Association shall maintain the landscaping and exterior improvements in accordance with the PUD Plan for the project as approved by the City. The Association shall make assessments for such maintenance as a common expense except where maintenance has been specifically made the responsibility of each unit or certain units. On a reasonable basis, as determined by the Board of Directors of the Association, assessments for limited common element expenses for maintenance, repairs and other items may be made against the type of units (commercial or residential) that exclusively use in common certain of the limited common elements.
- (i) For example, assessments for repairs and maintenance to lobbies, vestibules, corridors, hallways, stair wells, parking areas, elevator and elevator lobbies and other areas or facilities within the building or project providing access or otherwise servicing only or primarily residential units may be assessed solely among the owners of residential units in the proportions for residential units only, as specified on Exhibit "A".
- (ii) As a further example, assessments for repairs and maintenance to the south plaza area, the east play area, certain parking areas, solar panels and system, and other areas or facilities within the building or project providing access or otherwise servicing only or primarily commercial units may be assessed solely among the owners of commercial units in the proportions for commercial units only, as specified on Exhibit "A". Further, the Board of Directors may reasonably assess on a prorata basis certain limited common element expenses benefitting only some units (such as balcony maintenance and repairs) among the units and owners benefited by such limited common elements.
- (b) The Association shall repair incidental damage caused to a unit or common elements through maintenance by the Association and shall assess the cost thereof as a common expense.
- (c) If a unit owner defaults on such owner's responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the unit of such owner and such assessment shall be collectible as if it were an assessment for common expenses.
- (d) The Association may, in its discretion, assume responsibility for any maintenance that requires reconstruction, repair, rebuilding, conservation, restoration or similar work to more than one unit and the cost thereof may be in the discretion of the Association either assessed against each unit on which such

costs were incurred or assessed against all units as a common expense according to the circumstances.

3. Maintenance by Owners.

- (a) Each unit owner at such owner's expense shall be responsible for maintenance and repair of the interior, including the boundary surfaces, of such unit and its equipment, shall keep the interior of its unit in a clean and sanitary condition, shall do all redecorating, painting and other finishing that may at any time be necessary to maintain the unit, and shall be responsible for the maintenance of all personal property including floors, carpets, cabinets, counters, furnishings, and appliances within such unit.
- (b) Each unit owner shall be responsible for maintaining the plumbing fixtures within such unit, and the heating and air conditioning unit serving such unit, and all other utilities or portions thereof exclusively serving such unit and located within the boundaries of the unit or elsewhere within the building.
- (c) Each unit owner, at such owner's expense, shall maintain any improvement or other alteration made by such unit owner.
- (d) Each unit owner shall promptly report to the Association any defects or other maintenance needs that are the responsibility of the Association.
- (e) Each unit owner shall follow Association rules for preserving the clean, sanitary and maintained condition of the project.

4. Alterations or Improvements by Owners. No unit owner (except for the Declarant in accordance with its reserved rights under Article VI) shall make or permit to be made any structural alteration to a unit, to a common element, or to the building without first obtaining written consent of the Board of Directors of the Association, which consent may be given by a general rule or regulation. The Association Board shall determine the proper amount of additional Association insurance, if any, for such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the regime. The Board of Directors of the Association shall arrange with such unit owner for the payment of the cost of any additional insurance thereby required. Alterations to the exterior of the building or any common element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would be detrimental to the integrity or appearance of the regime as a whole. Such owner shall do no act or work that will impair the structural soundness or integrity of a building or safety of the regime or impair any easement. The improvement or alteration of a unit shall cause no increase or decrease in the number of votes or ownership interests in the common elements appurtenant to such unit.

5. Alterations or Improvements by the Association. Whenever, in the judgment of the Board of Directors, the common elements shall require an addition, alteration, or improvement costing in excess of \$25,000 and the making of such addition, alteration, or improvement shall have been approved by the unit owners holding a majority of votes, the Board of Directors shall proceed with such addition, alteration or improvement and shall assess all unit owners for the cost thereof as a common charge. Any

addition, alteration, or improvement costing \$25,000 or less may be made by the Board of Directors without approval of unit owners, and the cost thereof shall constitute part of the common expenses. Provided, however, that until at least 50% of the units in the project have been sold and transferred by the declarant, no addition, alteration or improvement costing more than \$25,000 may be made by the Board of Directors without the consent of the declarant and the approval of unit owners holding a majority of votes other than the declarant.

ARTICLE IX
Conditions of and Restrictions on
Ownership, Use, and Enjoyment

1. Subjection of the Regime to Certain Provisions. The ownership, use, occupation, and enjoyment of each unit and of the common elements of the regime shall be subject to the provisions of the By-laws of the Association, the Articles of Incorporation of the Association, and this Declaration, all of which provisions, irrespective of where set forth or classified, shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land, and shall be binding on and enforceable against each and all units and the owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest.

2. Use Restrictions and Covenants applicable to the Regime. The use of the regime shall be in accordance with and subject to the provisions set out below in this Section 2 of Article IX of the Declaration. **The specific restrictions in bold text in this Section 2 of Article IX of the Declaration shall be enforceable by the City (in addition to the Association and/or unit owners) and, notwithstanding any other provision of this Declaration, shall not be amended, deleted or otherwise modified without approval of the City by appropriate resolution of the City Council.**

- (a) Permitted Uses for Commercial Units #101, #102, and #103. Commercial Units #101, #102, and #103 may be used for commercial purpose that are in compliance with applicable zoning, the condominium documents, and is reasonably compatible with the residential uses of the remaining units. **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.** Such permitted under applicable zoning will be deemed compatible with the residential uses and acceptable, unless a specific occupant's use creates excessive noise, odor or other nuisance not typical of such commercial activity and which unreasonably impacts the residential units. Commercial Units #101, #102, and #103 may not be used for residential purposes.
- (b) Permitted use of all other Units. All units, other than Commercial Units #101, #102, and #103, shall be used and occupied for residential dwelling purposes only in accordance with applicable zoning ordinances.
- (c) Prohibited Activities Generally. No activity shall be allowed that unduly interferes with the peaceful possession and use of the property by another unit owner nor shall any fire hazard or unsightly accumulation of refuse be allowed.

- (d) Integrity of the Common Elements. Except as may be otherwise specifically permitted or required herein, nothing shall be altered in, constructed in, or removed from the common elements, limited or general, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.
- (e) Restriction on Certain Dangerous or Hazardous Materials. Nothing shall be done or kept in any unit or in the common elements that will increase the rate of insurance on the common elements, without the prior written consent of the Association. No owner shall permit anything to be done or kept in such owner's unit or in the common elements that will result in the cancellation of insurance on any unit or any part of the common elements, or that would be in violation of any safety, health or environmental law.
- (f) Rules Governing Use of the Condominium Regime. The Association shall have the authority to adopt rules and regulations governing the use of the common elements of, and the operation of, the regime and such rules shall be observed and obeyed by the owners, their invitees, guests, and tenants, as well as any tenant's guests and invitees. **The Association's authority to reasonably adopt and implement rules shall include, but not be limited to, the authority to adopt rules to address any issues that may arise from rented units in order to protect owner-occupants' peaceful use, enjoyment and unit values.**
- (g) Right of Entry. Agents of, or contractors hired by, the Association may enter any unit or common element when necessary in connection with any maintenance, repair, replacement or construction for which the Association is responsible, provided such entry into a unit shall be made with as little inconvenience to the owner(s) as practicable, and at reasonable times and with reasonable notice, except in an emergency that threatens harm to persons or property.
- (h) Notice of Liens. A unit owner shall give notice to the Association of (i) every lien against such owner's unit other than permitted mortgages, taxes, and Association assessments, and (ii) any suit or other proceeding that may affect the title to such unit, within ten days after the lien attaches or the owner receives notice of such suit.
- (i) Liability for Causing Damages to the Regime. A unit owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by such unit owner's act, neglect, or carelessness, or by the act, neglect, or carelessness of such unit owner's guests, invitees, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.
- (j) Restriction on Antennas and Satellite Dishes. No television antenna, radio antenna, satellite dish, or similar receiving or transmitting device shall be

installed or otherwise located outside of an owner's unit except as may be permitted under rules adopted by the Association.

- (k) Commercial use of Outdoor Areas. 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 from time to time by the Association.
- (l) Drive-through or Walk-through Windows or Service Areas. 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.
- (m) Commercial Sign Restriction. 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 rules applicable to the project, as may be adopted from time to time by the Association, and expressly approved by Resolution of the City Council.
- (n) Temporary Signage. 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.
- (o) For Rent Signs. To the extent that a unit may be and 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 Declarant's units, the Declarant 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. Any holder of a first mortgage who acquires possession of a unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs, in compliance with this provision of the Declaration, for the sale or rental of such unit until such unit is sold or a lease is entered into.

- (p) For Sale Signs. 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 Declarant's units, the Declarant 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. Any holder of a first mortgage who acquires possession of a unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs, in compliance with this provision of the Declaration, for the sale or rental of such unit until such unit is sold or a lease is entered into.
- (q) Noise and Outdoor Music. 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 from time to time.
- (r) Hours of Operation for Commercial Uses. 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 units 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.
- (s) Occupancy of Residential Units. 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 Declaration in the same manner as it is defined by the City Ordinance 79 (3)(32), as now existing or hereafter amended, modified, renumbered, or substituted. Currently "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.

- (t) Snow Removal. The Declarant's (Developer's) obligation, as set forth in the PUD Documents, to remove snow and ice from City sidewalks within or abutting the project shall be, and is hereby made, the obligation of the Association under the this Declaration. The Association (as the council of co-owners, or its successors and assigns) 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.
- (u) Combining/Dividing Condominium Units. The total maximum number of multi-family residential dwelling units (residential condominium units) within the project is twenty-four (24) which, when combined with the additional multi-family residential dwelling units (residential condominium units) to be built in phase two of the Project approved under the PUD Documents, will initially establish the PUD Project at or below the 104 maximum dwelling units permitted for the PUD Project by City Ordinances #79, #180 and #188. In accordance with any additional requirements of the 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 previously 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 in the PUD Project does not at any time exceed the 104 residential dwelling units permitted for the PUD Project by City ordinance. Similarly, in accordance with any additional requirements of the condominium documents, (1) 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 previously 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.
- (v) Restriction of Left Turns onto Sunset Street. No left turns shall be permitted from the project directly onto Sunset Street.
- (w) Rental Requirements/Restrictions. In the PUD Documents, the Developer and City acknowledged and agreed 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 of the project are subject to the same rental requirements, restrictions, and definitions for family, as contained in City ordinances, as other residential properties in the City. The period of rental of a residential condominium shall be at least one year unless some other period is established in the rules and regulations or By-laws of the Association. Every tenant shall fully comply with this Declaration and all rules and regulations of the Association. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents.

- (x) **Maintenance of Exterior Public Space.** The Association, as provided in this Declaration, shall have the responsibility to maintain all exterior public space that is shown on the PUD Plan or otherwise part of the project.
- (y) **Enlargement of Surface Parking.** The Declarant or the Association shall report to the City Council any intention to install more surface parking within the Project than is shown on the approved PUD Documents. The project's maximum amount of surface parking is one hundred eight (108) spaces pursuant to City Ordinance 79(13)(B)(6).
- (z) **Limited Common Elements associated with City Ownership of Unit #103.** In the event the City becomes the owner of Unit #103, the exterior fenced green-space area adjacent to and east of such unit and the area on the south plaza adjacent to the entry door to such unit shall each be a limited common element associated exclusively with Unit #103, 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. These limited common elements shall be maintained by the Association. These limited common elements will exclude the sidewalk at the east end of the building ("East Sidewalk") that is reserved as a general common element for all unit owners, and the City (if the owner of Unit #103) will not impede the other unit owners and their invitees, customers, clients and guests from traversing upon the East Sidewalk adjacent to the City-owned unit and associated limited common elements, for reasonable access to and from the other condominium units in the project. The Association shall be responsible for the care, upkeep, maintenance, and repair of the East Sidewalk as a general common element.
- (aa) **Deemed Deed Restrictions.** The Declarant agrees for itself and for its successors and assigns that each deed or other conveyance of every unit shall be deemed to contain, if not actually specified, the following covenants on the part of the Declarant 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 the PUD Development Agreement applicable to the project (see section 2(a) above in the

Article IX), subject to any modifications of such uses that might be contained in the Urban Renewal Plan that has been adopted as part of a separate economic incentives agreement between the Declarant and the City upon which the PUD Development Agreement was conditioned.

- 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.

It is intended that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in paragraph (aa)(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.

- (bb) Sale or Lease of Space to Property Tax Exempt Entities. Unless approved in advance by Resolution of the City Council, until 25 years after the approval of the initial building permit for the Project (as "Project" is defined in the PUD Development Agreement applicable to the project), the Declarant (including its successors and assigns) shall not sell or lease any commercial unit of the project to a property-tax exempt entity (other than the City) if such sale or lease will result in such commercial unit becoming exempt from the payment of property tax. Until 30 years after the last payment of any TIF benefits to the Declarant, the Declarant (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.
- (cc) Lease Clause. Any lease that the Declarant (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.

3. No Waiver. Failure of the Association or any owner to enforce any covenant, condition, restriction, or other provision of Chapter 499B of the 2015 Code of Iowa, as amended, this Declaration,

the Articles of Incorporation or By-laws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE X
Insurance and Casualty

1. General Liability and Property Damage. Comprehensive general liability and property damage insurance for the Association and project shall be purchased by the Board as promptly as possible following its organization, and shall be maintained in force at all times, the premiums thereon to be paid by Association assessments to the owners. Prior to the organizational meeting, such insurance shall be procured by Declarant. The insurance shall be carried with a reputable company or companies authorized to do business in the State of Iowa in such amounts as the Board may determine. The policy or policies shall name as insureds all the owners and the Association. Declarant shall be named as an additional insured on such policy or policies until such time as Declarant shall have conveyed all of the condominium units in the project. The policy or policies shall insure against loss arising from perils and occurrences in the common elements (general and limited) and the units, and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association and/or the Board.

2. Fire and Casualty. Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its organization and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of Association assessments to the owners. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees of unit owners. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said project. The policy or policies shall insure against loss from perils, therein covered, to all of the improvements in the project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the owners, the Association, and Declarant so long as Declarant is the owner of any of the units in the project. The Declarant shall notify the insurance carrier of any change in ownership of a unit until such time as the organizational meeting of the unit owners is held, at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

3. Fire and Casualty on Individual Units. Except as expressly provided in paragraph 4 immediately following, no owner shall separately insure such owner's condominium unit or any part thereof against loss by fire or other casualty covered by the insurance specified in paragraph 2 of this Article X. Should any owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, shall be chargeable to the owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

4. Personal Liability and Unit Owners Insurance. An owner may carry such personal liability insurance, in addition to that herein required, as such owner may desire. In addition, such fixtures and mechanical equipment located within a unit (such as plumbing fixtures, electrical lighting fixtures, kitchen and bathroom cabinets and counter tops, furnace, air-conditioning, built-ins and water heater) together with additions thereto and replacements thereof, as well as the personal property of the unit owner as may be located within a unit or upon or within limited common elements, if any, associated with such unit, may be separately insured by such owner, such insurance to be limited to the type and nature of coverage often referred to as "Condominium Unit-Owners Insurance". All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent owners.

5. Additional Coverage. The Board may purchase and maintain in force, at the expense of the common maintenance fund, debris removal insurance, fidelity bonds, and other insurance and/or bonds that it deems necessary or appropriate for the operation of the Association and the project. The Board shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law respecting any employees of the Association. The Board shall also maintain "all risk" insurance coverage on the project to insure against water damage and like kind of casualties.

6. Loss Adjustment. The Board is hereby appointed the attorney in fact for all owners to negotiate loss adjustment on the policy or policies carried under paragraphs 1, 2, 3 and 5 above in this Article X.

7. Association as Trustee for Proceeds. In the event of damage or destruction by fire or other casualty affecting a unit or units, and/or if any portion of the common elements are damaged or destroyed by fire or other casualty, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each unit or units and/or the common elements, and shall be paid to the Association as trustee for the owner or owners and for the encumbrance or encumbrances, as their interest may appear. Said insurance proceeds, and the proceeds of any special assessment as hereinafter provided, whether or not subject to liens of mortgages or deeds of trust, shall be collected and disbursed by said trustee through a separate trust account on the following terms and conditions:

- (a) Partial Destruction of Common Elements. If the damage or destruction is to common elements only, the Board of Directors of the Association shall without further authorization contract to repair or rebuild the damaged portion of the common elements substantially in accordance with the original plans and specifications thereof.
- (b) Partial Destruction of Units and Common Elements. In the event of damage to, or destruction of, common elements with accompanying damage to any unit or units where the total destruction or damage does not represent sixty percent (60%) or more of the building and the cost of repairing or rebuilding said damaged area does not exceed the amount of available insurance proceeds for said loss by more than \$50,000, the Board of Directors of the Association shall immediately contract to repair or rebuild the damaged portion of the unit or units and the common elements substantially in accordance with the original plans and specifications. If the cost to repair or rebuild exceeds available insurance by \$50,000, then owners of the individual units, by vote of not less than a majority

of the votes of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting held within 30 days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction, or whether the project shall be sold as in the case of a total destruction according to the provisions of paragraph (c) immediately following.

- (c) Total Destruction. In the event of sixty percent (60%) or more damage to, or destruction of, the building by fire or other casualty, the owners of the individual units, by vote of not less than a majority of the votes of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting held within 30 days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction, or whether said project shall be sold; provided, however, that such determination shall be subject to the express written approval of all record owners of mortgages upon any part of the regime.

In the event of a determination to rebuild or repair, the Board shall have prepared the necessary plans, specifications and drawings and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner.

In the event of a determination not to rebuild, the Board shall offer the project for sale forthwith, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed, the net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and/or by the owners as a whole on the project, including coverage on the units and the common elements, except for unit coverages under paragraph 4 of this Article X, shall be distributed proportionately to the unit owners in the same proportion that the unit in which they have an interest shares in the common elements, except that where there is a mortgage of record or other valid encumbrance on any one unit then, and in that event, with respect to said unit the Association will distribute said proceeds that would otherwise have been distributable to such unit owner as follows: first to the record owner of mortgages upon units and common elements in the regime in satisfaction of the balance currently due on said encumbrances and then the remaining proceeds, if any, to the unit owner of record.

- (d) In the event that the common elements are repaired or reconstructed pursuant to the provisions of paragraphs (a), (b) or (c) of this paragraph 7 and there is any deficiency between the insurance proceeds paid for the damage to the common elements and the contract price for repairing or rebuilding the common elements, the Board shall levy a special assessment against each owner in proportion to such owner's percentage of ownership in the common elements to make up such deficiency. If any owner shall fail to pay said special assessment or assessments within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the common maintenance fund, and the Association

and remaining owners shall be entitled to the same remedies as those provided in Article VII of this Declaration, covering a default of any owner in the payment of maintenance charges.

(e) In the event of a dispute among the owners and/or mortgagees respecting the provisions of this clause, any such party may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association. In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to the Board, which shall notify all other owners and mortgagees as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such arbitration proceedings. The decision of the arbitrator in this matter shall be final and conclusive upon all of the parties. The arbitrator may include in his determination an award for costs and/or attorney fees against any one or more parties to the arbitration.

8. Abatement of Common Expenses. The Board is authorized to provide coverage for payment of maintenance charges that are abated hereunder on behalf of an owner whose unit is rendered uninhabitable for a peril insured against.

9. Review of Insurance Needs. Insurance coverages will periodically be analyzed by the Board, or its representative, and the insurance program revised accordingly.

ARTICLE XI Termination

1. Procedure. The condominium may be terminated in the following manner in addition to the manner provided by the Iowa Horizontal Property Act:

- (a) Destruction. In the event it is determined in the manner elsewhere provided that the project shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance with the provisions of Section 499B.8 of the 2015 Code of Iowa, as amended, or its applicable successor provision.
- (b) Agreement. The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium and by holders of all liens affecting any of the units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the 2014 Code of Iowa, as amended, or its applicable successor provision. It shall be the duty of every unit owner and such owner's respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale of the project when at a meeting duly convened of the Association, the owners of 100% of the voting power, and all record owners of mortgages upon units in the regime, elect to terminate and/or sell the project.

- (c) Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by all members of the Association and the respective holders of all liens affecting their interest in the condominium, certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Johnson County Recorder in Iowa City, Iowa.

2. Form of Ownership after Termination. After termination of the condominium, the project will be held as follows:

- (a) The real estate (land and improvements) shall be deemed to be owned in common by the owners;
- (b) The undivided interest in the property owned in common that shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements and facilities;
- (c) Any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the owner in the property.
- (d) After termination, the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the owners in a percentage equal to the percentage of undivided interest owned by each owner in the common elements; after first paying out of the respective shares of the owners, to the extent sufficient for that purpose, all liens on the undivided interest in the property owned by each owner.

ARTICLE XII

Amendments and Miscellaneous

1. Amendments. Except as otherwise provided in this Declaration, this Declaration may be amended and such amendment shall be made in the following manner:

(a) Amendment by the Declarant.

- (i) The Declarant or its successor in interest reserves the right to amend this Declaration at any time prior to the sale of a unit within the regime.
- (ii) The Declarant or its successor in interest reserves the right to correct, supplement and/or amend this Declaration in order to file original, corrected, supplemental or amended floor plans, site plans, building plans and "as built" certificates for the building or any unit whether completed or not yet completed at the time of the initial filing of this Declaration. Except as otherwise permitted in this Declaration for subdivided or combined units, no such amendment or filing shall change i) the number of units, ii) any unit's appurtenant ownership in the

common elements, iii) any unit's appurtenant votes in the association or iv) any unit's share of common expenses, unless with the written consent of all affected unit owners.

- (iii) Amendments to the Declaration made by the Declarant, as provided above, may be made without the consent of the unit owners.
- (b) Amendments by Unit Owners. Amendments by the unit owners shall be made in compliance with the following procedure.
- (i) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Holders of a first mortgage of record shall receive notice of such proposed amendment as provided in the By-laws of the Association.
 - (ii) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any member of the Association. Except as provided elsewhere in this Declaration, the resolution must be adopted by a vote of not less than 75% of all owner votes, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the By-laws of the Association shall affect the rights of the holder of any mortgage on a unit, if the mortgage was recorded prior to recordation of such amendment, who does not join in the execution thereof or does not otherwise approve said amendment in writing.
 - (iii) By-laws. In the case of an amendment to this Declaration by reason of an amendment to the By-laws of the Association, then in the manner specified in such By-laws.
 - (iv) Execution and Recording. An amendment adopted pursuant to (ii) or (iii) above shall be executed by an officer specifically delegated to do so with the formalities required by Chapter 499B of the 2015 Code of Iowa, as amended. Upon the recordation of such instrument in the office of the Johnson County Recorder, the same shall be effective against any persons owning an interest in a unit or the regime.

2. Amendment of Ownership Interest. No amendment shall change the percentage of ownership in the common elements appurtenant to a unit, nor increase the owner's share of the common expenses unless the record owner of the unit concerned and all record owners of mortgages thereon shall affirmatively join in the adoption of such amendment.

[Signature Page and Exhibits Follow]

IN WITNESS WHEREOF, Declarant has executed the foregoing Declaration of Condominium the day and year first above written.

DECLARANT

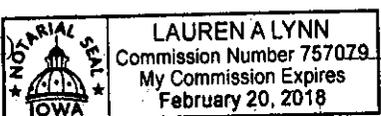
One University Place, LLC
an Iowa limited liability company

By: *Jeffrey L. Maxwell* Jeffrey L. Maxwell, President and Member
By: *Kevin Monson* Kevin Monson, Vice President and Member

By: (see next page)
Justin Doyle, Sec./Treas. and Member

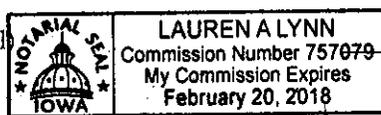
State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the 29 day of December, 2015 by Jeffrey L. Maxwell as President and a Member of **One University Place, LLC**, an Iowa limited liability company.

(seal)  *Lauren A. Lynn*
Notary Public in and for said State
My Commission Expires 2-20-2018

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the 29 day of December, 2015 by Kevin Monson as Vice President and a Member of **One University Place, LLC**, an Iowa limited liability company.

(seal)  *Lauren A. Lynn*
Notary Public in and for said State
My Commission Expires 2-20-2018

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the ___ day of December, 2015 by Justin C. Doyle as Secretary/Treasurer and a Member of **One University Place, LLC**, an Iowa limited liability company.

(seal) (see next page)
Notary Public in and for said State
My Commission Expires _____

IN WITNESS WHEREOF, Declarant has executed the foregoing Declaration of Condominium the day and year first above written.

DECLARANT
One University Place, LLC
an Iowa limited liability company

By: _____ By: _____
Jeffrey L. Maxwell, President and Member Kevin Monson, Vice President and Member

By: _____
Justin Doyle, Sec/Treas. and Member

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the ____ day of December, 2015 by Jeffrey L. Maxwell as President and a Member of **One University Place, LLC**, an Iowa limited liability company.

(seal) _____
Notary Public in and for said State
My Commission Expires _____

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the ____ day of December, 2015 by Kevin Monson as Vice President and a Member of **One University Place, LLC**, an Iowa limited liability company.

(seal) _____
Notary Public in and for said State
My Commission Expires _____

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the 28th day of December, 2015 by Justin C. Doyle as Secretary/Treasurer and a Member of **One University Place, LLC**, an Iowa limited liability company.

(seal) _____
Notary Public in and for said State
My Commission Expires August 28, 2018

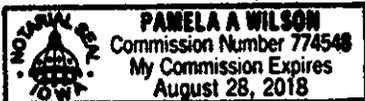


Exhibit “A”

Identification of Units, Interest in Common Elements, Percent of
Common Expenses and Votes

See Chart on Next Page

Unit Number	Building Level	Use Classification: Com=Commercial R=Residential	Residential Unit Type	Approximate Square Footage (rounded)	Percentage of Ownership Interest in Common Elements	Percentage of Common Expenses Allocable to all Owners	Percentage of Common Expenses that are Allocable only to Commercial Owners	Percentage of Certain Common Expenses that are Allocable only to Residential Owners	Votes in Association on Matters that are Specified for all Members to Vote on	Votes in Association on Matters that are Specified for only Commercial Members to Vote on	Votes in Association on Matters that are Specified only for Residential Members to Vote on
101	First	Com		9,654	22.56%	22.56%	65.95%		23	66	
102	First	Com		2,564	5.99%	5.99%	17.52%		6	18	
103	First	Com		2,420	5.65%	5.65%	16.53%		6	17	
201	Second	R	B	1,175	2.75%	2.75%		4.17%	3		4
202	Second	R	B	1,175	2.75%	2.75%		4.17%	3		4
203	Second	R	A	1,200	2.80%	2.80%		4.26%	3		4
204	Second	R	A	1,200	2.80%	2.80%		4.26%	3		4
205	Second	R	A	1,200	2.80%	2.80%		4.26%	3		4
206	Second	R	A	1,200	2.80%	2.80%		4.26%	3		4
207	Second	R	A.1	1,200	2.80%	2.80%		4.26%	3		4
208	Second	R	C	980	2.30%	2.30%		3.50%	2		3
209	Second	R	A	1,200	2.80%	2.80%		4.26%	3		4
210	Second	R	A	1,200	2.80%	2.80%		4.26%	3		4
211	Second	R	B	1,175	2.75%	2.75%		4.17%	3		4
212	Second	R	B	1,175	2.75%	2.75%		4.17%	3		4
301	Third	R	B	1,175	2.75%	2.75%		4.17%	3		4
302	Third	R	B	1,175	2.75%	2.75%		4.17%	3		4
303	Third	R	A	1,200	2.80%	2.80%		4.26%	3		4
304	Third	R	A	1,200	2.80%	2.80%		4.26%	3		4
305	Third	R	A	1,200	2.80%	2.80%		4.26%	3		4
306	Third	R	A	1,200	2.80%	2.80%		4.26%	3		4
307	Third	R	A	1,200	2.80%	2.80%		4.26%	3		4
308	Third	R	C	980	2.30%	2.30%		3.50%	2		3
309	Third	R	A	1,200	2.80%	2.80%		4.26%	3		4
310	Third	R	A	1,200	2.80%	2.80%		4.26%	3		4
311	Third	R	B	1,175	2.75%	2.75%		4.17%	3		4
312	Third	R	B	1,175	2.75%	2.75%		4.17%	3		4
Totals				42,798	100.00%	100.00%	100.00%	100.00%	105	101	94

Commercial only 14,638
Residential Only 28,160

42,798

Exhibit “B”

ARTICLES OF INCORPORATION OF ONE UNIVERSITY PLACE CONDOMINIUM SOUTH OWNERS ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Revised Iowa Nonprofit Corporation Act under Chapter 504 of the 2015 Code of Iowa, as amended, adopts the following Articles of Incorporation for such corporation:

ARTICLE I Name and Principal Office

The corporation shall be known as **One University Place South Condominium Owners Association, Inc.**, and its principal office shall be located in Johnson County, Iowa.

ARTICLE II Corporate Existence

The corporate existence of this corporation shall begin upon the date these articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III Purposes and Powers

(A) The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the co-owners of that certain horizontal property regime (condominium) created and submitted pursuant to the provisions of Chapter 499B of the 2015 Code of Iowa, as amended, known as **One University Place South Condominium** and to be located on certain portions of real estate situated in University Heights, Johnson County, Iowa.

The corporation shall have all powers and purposes granted or implied to a council of co-owners under the provisions of Chapter 499B of the 2015 Code of Iowa, as amended, and as are granted or implied by the Declaration of Condominium establishing the One University Place South Condominium regime (“Declaration”), and all of such powers shall likewise constitute lawful purposes of this mutual benefit corporation.

(B) The purposes of the corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the corporation shall make no distribution of income to its members, directors or officers except as may be specifically permitted by Chapter 499B of the 2015 Code of Iowa, as amended, and the Declaration.

(C) The corporation shall, additionally, have unlimited power to engage in, and to do any lawful act concerning any or all lawful business for which a mutual benefit non-profit corporation may be

organized under the Revised Iowa Nonprofit Corporation Act, as amended (Chapter 504 of the Code of Iowa).

ARTICLE IV
Registered Office and Agent

The address of the initial registered office of the corporation is P.O. Box 2150, 321 East Market Street, Iowa City, IA 52244, and the name of its initial registered agent at such address is Thomas H. Gelman.

ARTICLE V
Board of Directors

The number of directors constituting the initial Board of Directors of the corporation is three (3), and the name and address of the persons who are to serve as the initial directors are:

NAME	ADDRESS
Jeffrey L. Maxwell	3011 Sierra Court SW Iowa City, Iowa 52240
Kevin Monson	3069 Rohret Road SW Iowa City, Iowa 52246
Justin C. Doyle	One University Place, Suite 400, 130 E 3rd St, Des Moines, Iowa 50309

The initial Board of Directors shall be subject to removal only by One University Place, LLC, or its designated successor, until the director's term expires as provided in the Declaration and By-laws, but directors other than the initial directors may be removed from office in such manner as may be provided by the By-laws.

ARTICLE VI
By-Laws

The initial By-laws of the corporation shall be adopted by its initial Board of Directors, but the power to thereafter alter, amend, or repeal the same or adopt new By-laws is reserved to the members of the corporation.

ARTICLE VII
Members and Voting

Persons or entities owning condominium units submitted to the regime shall be the members of the corporation, all of which and the rights and obligations thereof shall be governed by the provisions of the By-laws. The voting rights of the members shall be fixed, limited, enlarged, or denied to the extent specified in the Declaration and By-laws.

ARTICLE VIII
Distribution of Assets Upon Liquidation

In the event of liquidation, assets, if any remain, shall be distributed to the members in accordance to their proportionate share of ownership in the condominium regime, as determined by the Declaration and the By-laws.

ARTICLE IX
Amendment

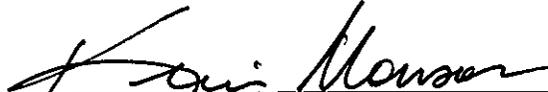
Any purported amendment to these Articles of Incorporation in conflict with or contrary to the provisions of the Declaration, including supplements and amendments thereto that submit lands and units to the regime, shall be void and of no force and effect.

ARTICLE X
Incorporators

The names and addresses of the incorporators are as follows:

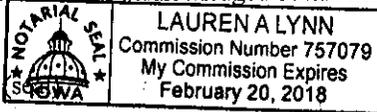
NAME	ADDRESS
Jeffrey L. Maxwell	3011 Sierra Court SW Iowa City, Iowa, 52240
Kevin Monson	3069 Rohret Road SW Iowa City, Iowa 52246

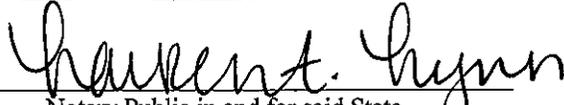

Jeffrey L. Maxwell, Incorporator


Kevin Monson, Incorporator

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the 29 day of December, 2015 by Jeffrey L. Maxwell.




Notary Public in and for said State

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the 29 day of December, 2015 by Kevin Monson.

(seal)




Notary Public in and for said State

Exhibit “C”

BY-LAWS OF ONE UNIVERSITY PLACE SOUTH CONDOMINIUM OWNERS ASSOCIATION, INC.

These are the By-laws of One University Place South Condominium Owners Association, Inc. (hereinafter referred to as “Association” or “Corporation”), a corporation organized pursuant to Chapter 504 of the 2015 Code of Iowa, as amended, for the purpose of administering One University Place South Condominium, a horizontal property regime (“condominium”, “regime” or “condominium regime”) established pursuant to Chapter 499B of the 2015 Code of Iowa, as amended, in accordance with the *Declaration of Submission of Property to Horizontal Property Regime* therefor (“Declaration”), said regime located on the following land in the University Heights, Johnson County, Iowa:

Auditor’s Parcel 2015088 according to the Survey Plat thereof recoded in Book 60, Page 10, of the Plat Records of Johnson County, Iowa (the “real estate”).

(Excepting any portions thereof that may be dedicated to the City of University Heights for public street right-of-way purposes.)

I. MEMBERS AND VOTING RIGHTS

1. The owners of all condominium units shall constitute the members of the Association (each a “member”), and membership shall automatically cease upon termination of all interests that constitute a person an owner. “Declarant” (defined below) shall be and have the rights of a member with respect to unsold units. Whenever only one spouse is a record titleholder, the other spouse shall be considered an owner for the purposes of membership, and shall be bound by the provisions of all “condominium documents” (as that term is defined in the Declaration) including those provisions relating to the Homestead exemption contained in Article VII of the Declaration.

2. An owner of record shall be recognized as a member without further action for so long as such owner holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association evidence satisfactory to the Board of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. (Failure to provide such evidence shall not, however, relieve an owner of such owner’s ownership obligations). A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner so represented.

3. If more than one person is the owner of the same unit, all such owners shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Secretary of the Association and such person shall be

deemed to hold an ownership interest to such unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Secretary, such membership shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

4. The owner(s) of each unit shall be entitled to vote the number of votes assigned to such unit on all matters to be determined by the members of the Association either as owners generally or as owners of units (such as commercial units or residential units) or as contemplated by Chapter 499B of the 2014 Code of Iowa, as amended, in accordance with the Declaration, including any supplements or amendments thereto. Votes of a single unit may not be divided.

II. MEMBERS' MEETINGS

1. The organizational meeting of the members of the Association to elect successors of the initial Board of Directors shall be held within 60 days after the date on which the Declarant has sold and given possession of at least 75% of all of the units within the project. Thereafter the annual and any special meetings shall be held at a time and at a place within Iowa City, Johnson County, Iowa, (or other location convenient to all directors) chosen by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.

2. A special meeting shall be held whenever called by the President or, in the President's absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth of the votes of the entire membership.

3. The Secretary or the Secretary's designee shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall be given like written notice of such special meeting. All notices shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting that is not directly related to the purpose or purposes stated in the notice of such meeting.

4. Notice of members' meetings shall be given by mailing, or delivering such notice not less than ten (10), nor more than thirty (30) days prior to the date of the meeting. Notice may be given by email or other electronic means when reasonable evidence of receipt is provided. Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of such member's unit within the regime, unless at the time of giving such notice such member has given written direction, delivered to the Secretary, specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this Paragraph to the person named in the certificate filed with the Secretary in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto, and will be deemed waived upon such persons presence and participation at the meeting for any purpose other than to object to the notice process.

5. A quorum at a members' meeting shall consist of the presence of members in person or by proxy, representing a majority of the votes of unit owners entitled to vote. The acts carried or

approved by a majority of the votes represented at a meeting at which a quorum is present shall constitute the acts of the membership unless a different rule is provided herein or by the Articles of Incorporation, the Declaration, or other agreement to which the Association is a party. The President, or, in the President's absence or disability, the Vice President, shall preside at each members' meeting; if neither the President nor the Vice President is able to preside, a chairperson shall be elected by the members present at such meeting.

6. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's votes on all questions properly coming before such meeting, provided such proxy must be in writing and signed by a member or other person entitled to cast votes, and shall set forth the unit(s) with respect to which such rights are pertinent, and the period during which the proxy is to be in force and effect. A decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal by or to the members.

7. At all member meetings, the order of business shall consist of the following:

- (a) Election of Chairman, if required.
- (b) Calling roll and certification of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers, if applicable.
- (f) Election of Directors, if applicable.
- (g) Unfinished business.
- (h) New Business.
- (i) Adjournment.

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of up to five (5) Directors, and possible six (6). The initial Board of Directors shall consist of three (3) to (five (5) persons as the Declarant may appoint pursuant to the Declaration who need not be members of the Association. The initial Board of Directors shall serve until the first annual members' meeting. From and after the first annual meeting of members, the Board of Directors shall be selected by the members of the Association, subject to the Declaration and these By-laws. As provided in the Declaration:

- (a) Prior the first annual meeting of the Association the initial directors, at least three (3) and up to five (5), shall be appointed by the Declarant (initially being those persons designated as such in the Association's Articles of Incorporation) and may be removed, reappointed and/or replaced by the Declarant until their successors shall be elected by the members, or appointed by the City, in the manner provided in the Declaration and these By-laws. The initial Directors or replacement initial Directors as selected by the Declarant or its successor shall serve until the date on which the Declarant has sold and given possession of at least 60% of the units within the condominium, and the replacement Directors have been elected from among members at the first annual meeting as prescribed in these By-laws. From and after the first annual meeting, the affairs of the Association shall be conducted by a board of five (5) Directors

electd or appointed as provided in the Declaration and these By-laws; and until all units are sold by the Declarant, the Declarant may appoint one (1) director to sit as a member of the Board of Directors in addition to the other five (5) elected or appointed directors. Such Director appointed by the Declarant shall have the same voting rights as the other elected or appointed Directors.

2. At the first annual members' meeting and at each annual meeting thereafter five (5) directors shall be elected and the term of office of each director shall extend until the next annual meeting of the members and thereafter until their successors are duly elected and qualified or until removal in the manner as elsewhere provided.

3. In the event the City of University Heights ("City") becomes the owner of a commercial unit in the condominium, and from 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 a unit owner by the Declaration, one (1) representative of the City, as appointed from time to time by the City Council, shall be a voting member of the Association's Board of Directors adding one (1) initial director to those appointed by the Declarant for the period before the first annual meeting, or replacing one (1) of the five (5) elected directors from and after the first annual meeting, as the case may be.

4. Each elected director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election.

5. Except as provided in Paragraph 6 of this Article, Vacancies of elected Directors (as opposed to appointed Directors) may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

6. The initial Directors and the additional Director appointed by the Declarant under paragraph 1(a) of this Article III shall be subject to removal only by the Declarant. After the election of Directors at the first annual meeting, any elected Director or City appointed Director may be removed by seventy-five percent (75%) of the votes of members of the Association at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall be filled at the same meeting by the persons entitled to vote, or if the City appointed Director then by a City Council appointment as soon as is practicable.

7. The initial Directors as well as any other Director appointed by the Declarant or the City shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as may be approved by a vote of the members at any annual or special meeting.

8. An organizational meeting of a newly elected Board of Directors, at which time officers will be elected among other business, shall be held within ten (10) days after their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected. No further notice of the organizational meeting shall be necessary.

9. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified or rescinded.

Special meetings of the Directors may be called by the President, Vice President, or any two Directors, provided not less than two days' notice shall be given, personally or by mail, email or telephone, which notice shall state the time, place, and purpose of the meeting.

10. A quorum at a directors' meeting shall consist of two-thirds of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors.

11. The presiding officer at a directors' meeting shall be the President, or in his absence, the Vice President.

12. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the condominium regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration, and, in addition to those elsewhere provided, shall include but not be limited to the following:

1. The determination and collection of assessments against members for all common expenses and other charges that may be assessed against members under applicable laws, the Declaration and other duly adopted condominium documents.

2. The use of the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement, and operation of the regime property, including all common areas, elements, and facilities, and units as applicable, and the making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor.

4. The reconstruction, repair, restoration, or rebuilding of the regime property and of any units as applicable after casualty; and construction of new improvements or alterations as may be authorized in the Declaration.

5. To make and amend regulations respecting the use and occupancy of the property in the condominium regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, By-laws, and Resolutions of the members.

6. The enforcement by legal means of the provisions of the Horizontal Property Act, the Articles of Incorporation, these By-laws, the Declaration, and the regulations for the use of the property in the regime; and to take legal action in the name of the Association and on behalf of its members.

7. To contract for management of the regime and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, By-laws or Resolutions of the members to have approval of the Board of Directors and/or the membership of the Association.

8. To employ, designate, and discharge personnel and/or contractors to perform services required for proper operation of the regime.

9. To carry insurance on the property committed to the regime and insurance for the protection of unit owners and occupants, and members of the Association, in accordance with the Declaration.

10. To pay the cost of all power, water, sewer, and other utility or other services rendered to the regime and not billed directly to the owners of the individual units.

11. To conduct all votes or determinations of the members other than at a membership meeting.

12. To borrow money from any bank, lending institution, or agency for the use and benefit of the Association and to secure the loan or loans by pledge of the assets of the Association.

13. To do such other acts as are necessary and proper to effect the purpose of the regime as stated in the Declaration and these By-laws provided such acts are not otherwise prohibited.

V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Secretary and Treasurer, which offices shall be filled by one person, who need not be either a director or member. All such officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors, until the first annual meeting, shall be chosen by the initial Board of Directors and shall serve until the organizational meeting of the Board of Directors at which officers are elected. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the By-laws or by specific grant from the Board, but subject at all times to the provisions of the Declaration, By-laws and to the control of the Board of Directors.

2. The President shall be the chief executive officer of the Association. The President shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the regime.

3. The Vice President shall preside over the membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President, and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary and Treasurer, which shall constitute one office, shall keep the minutes of all proceedings of membership meetings and Directors' meetings, shall have custody and control of the Minute Book of the Association, shall keep or be in charge and control of the records of the Association, and additionally as Treasurer shall have control of the funds and other property of the Association and shall keep (and/or supervise the keeping of) the financial books and records thereof.

5. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor the contracting with a Director for management of the regime.

6. Any instrument affecting an interest in real property may be executed by the President or Vice President and one other officer upon authorization of the Directors or in such manner as the Directors may otherwise direct.

VI. FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes), which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

- (a) Current expenses, which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
- (c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, destruction, depreciation, or obsolescence.

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1 above equal to such unit's percentage share of common expenses as set forth in the Declaration. Such shares shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be mailed or delivered not less than fifteen (15) days prior to the first day of such fiscal year: provided, however, no delay in giving such notice shall relieve any owner of the obligation to pay a duly adopted assessment. Such assessment shall be due and payable from the respective unit owner or owners in twelve (12) equal installments, each installment being due and payable the first day of each calendar month, within such fiscal year. In the event notice of such assessment is not timely given, the amount of such assessment will not change, but the due date for each installment that would otherwise be due and payable, less than fifteen (15) days from the giving of such notice, shall be due and payable on the due date of the first installment that is due after fifteen (15) days from the date such notice was mailed or

delivered. In the event the annual assessment proves to be insufficient, the budget and assessments therefor, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special directors' meeting upon an affirmative vote of a majority of the directors. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

3. Assessments for common expenses for emergencies and extraordinary expenditures, that cannot be paid from the annual assessments for common expenses and maintenance funds, shall be made only after notice of the need thereof to the unit owners. After such notice and upon approval in writing by owners entitled to cast more than one-half of the votes in the Condominium, the assessments shall become effective, and shall be due in such manner as the Board of Directors may require after fifteen (15) days' notice thereof. In the event any expenditure for repair or replacement of any unit or common elements cannot be paid from annual assessments, but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

4. The Board of Directors may assess certain expenses pertaining to the common elements benefiting only residential owners to all residential owners and units provided the assessments are equal to the percentages of such residential units' shares of residential common expenses as set forth in the Declaration. Similarly, the Board of Directors may assess certain expenses pertaining to the common elements benefiting only commercial owners to all commercial owners and units provided the assessments are equal to the percentages of such commercial units' shares of commercial common expenses as set forth in the Declaration. Further, as provided in the Declaration, the Board of Directors may reasonably assess on a percentage prorata basis certain expenses for limited common element benefitting only some units among the units and owners so benefited.

5. If an owner shall be in default of a payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to such owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest shall be computed and due on balances due under this paragraph but unpaid on such due date at the rate of 10% per annum from the date such balance becomes due and payable in accordance with the preceding sentence; such interest shall be in addition to any other payments for which said owner is liable.

6. The holder of a mortgage on any unit, upon its filing written request with the Association, shall be given written notice by the Association of the nonperformance of a mortgagor's obligations under these By-laws, the Declaration, or other condominium documents, which is not cured within thirty (30) days.

7. All sums assessed but unpaid, including, but not limited to, interest with respect to a unit or against a unit owner, shall constitute a lien on such unit prior to all other liens except:

- (a) Tax liens on the unit in favor of any assessing unit and special district, and
- (b) All sums unpaid on the first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the 2015 Code of Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the unit. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien it holds.

8. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser nor their successors or assigns shall be liable for the assessments chargeable to such unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser, and their successors and assigns. The owner of a unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

9. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

10. An audit of the accounts of the Association may be made annually by a Certified Public Accountant as may be retained by the Board of Directors, and if such audit is made a copy of the report shall be furnished to each member not later than sixty (60) days after the close of the fiscal year for which the report is made, or fifteen (15) days after the completion of the audit report, whichever is later.

VII. AMENDMENT

1. These By-laws may be amended, altered, or repealed, or new By-laws adopted by the members at a regular or special meeting of the members upon the affirmative vote of 75% of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these By-laws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof or otherwise approve said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy, and possessing the requisite percentage of membership and voting interests, provided further no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these By-laws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record that has notified the Association of its interests not less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided by Section 499B.14 of the 2015 Code of Iowa, as amended, no modification nor amendment to these By-laws shall be effective unless set forth in an amendment to the

Declaration of Condominium, executed and recorded in the manner set forth in the Declaration, and an amendment to these By-laws shall constitute an amendment to the Declaration as provided for by law. Upon such recording said amendment shall be effective against all persons having an interest in a unit or the regime regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

1. The invalidity of any portion or provision of these By-laws shall not affect the validity of the remaining provisions or portions hereof.

2. The Association shall not have and employ a corporate seal.

3. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be common expenses of the Association.

4. The Association shall promulgate such Rules and Regulations for the operation, use and enjoyment of the regime that are in the best interest of all owners within the regime and are not contrary to the Declaration. The initial Board of Directors may adopt initial Rules and Regulations that may from time to time be added to, amended, or modified by majority vote of the initial Board of Directors or a subsequent Board, or by a vote of members representing a 60% majority of the units' votes in the Association, which vote by the members shall supersede the Board of Directors if there is a conflict with the Rules and Regulations adopted by the Board. The Rules and Regulations, as amended, shall be binding upon all members and representatives of members, and to the extent applicable also binding upon tenants, guests and invitees. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration, and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration. The Association shall keep among its records and periodically distribute to members, and make available to members upon request, the most current version of the duly adopted Rules and Regulations of the condominium regime.

5. The Association shall at all times maintain separate and accurate written records of each unit and owner and the address of each, which shall set forth the status of all assessments, accounts, and funds pertinent to that unit and owner. Any person not a unit owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts for a unit in the regime.

6. Each member shall have the obligations as a member that are imposed on such member, as a unit owner, by the regime documents, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the regime property except as the same may attach only against such member's interest therein.

7. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only, and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as appurtenant to an assignment, hypothecation, or transfer of the unit.

8. Each owner or tenant of such owner's unit, as applicable, shall have a right to use and enjoy the common elements provided that such use shall be limited to the uses permitted by the Declaration, the Rules and Regulations, and other governing documents of the regime.

IX. DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Horizontal Property Act, and as follows:

1. Person. The term "person" shall include an individual, a corporation, or other legal entity or its representative.

2. Owner. The term "owner" for purposes of these By-laws shall mean any person who owns or holds for such owner an interest in one or more units subject to the regime provided that the holder of a leasehold interest in a unit shall not be an owner and further provided that the holder of an equitable interest shall be an owner.

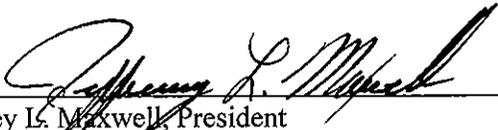
3. Unit. The term "unit" means each unit subjected to the regime of one or more rooms intended for use as commercial space or residential dwelling, as more fully defined in the Declaration.

4. Common expenses. The term "common expenses" shall include:

- (a) Expenses of administration of the Association;
- (b) Expenses of operating the general common elements and the portions of limited common elements to be operated by the Association, in accordance with the Declaration;
- (b) Expenses of maintenance, repair, or replacement of general common elements and of the portions of limited common elements and units to be maintained, repaired, or replaced by the Association, in accordance with the Declaration;
- (c) Expenses of insurance for the Association and its directors, officers, and members; for the common elements; and for the units as may be provided for in the Declaration;
- (d) Expenses and obligations allocated to the Association or declared common expenses by the Declaration or these By-laws; and
- (e) Any valid charge against the regime as a whole.

5. Declarant. The term "Declarant" shall mean One University Place, LLC, an Iowa limited liability company, which has made and duly executed the Declaration, and any successor that One University Place, LLC may designate in writing to be the successor Declarant.

6. Singular, plural and gender. Whenever the context so permits or requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.



Jeffrey L. Maxwell, President
One University Place South Condominium Owners Association, Inc.

Attest:

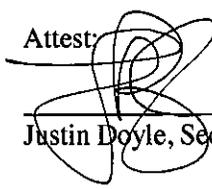
(See next page)

Justin Doyle, Secretary/Treasurer

6. Singular, plural and gender. Whenever the context so permits or requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Jeffrey L. Maxwell, President
One University Place South Condominium Owners Association, Inc.

Attest:



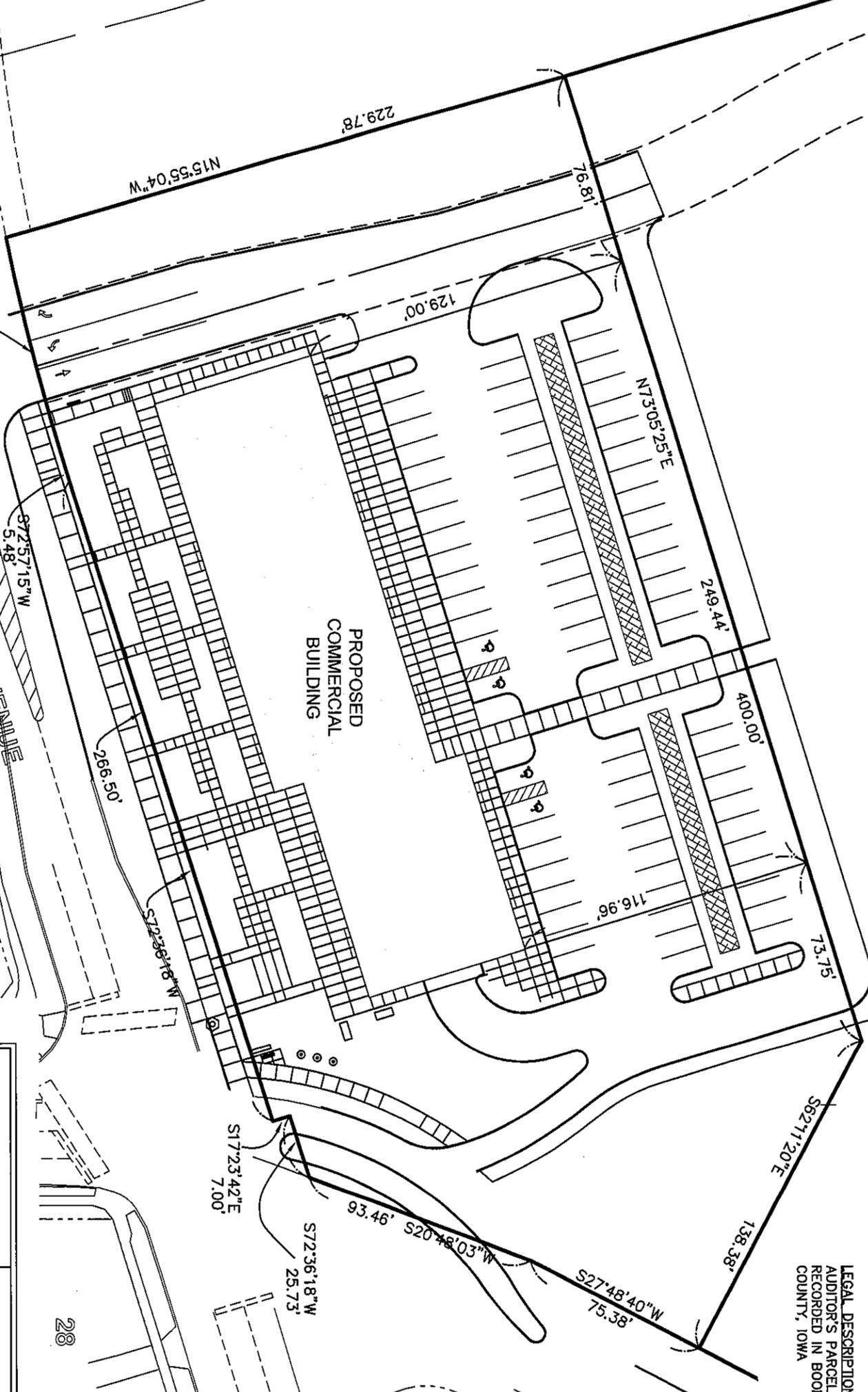
Justin Doyle, Secretary/Treasurer

Exhibit D - Site Plan

[See Attached Site Plan]

EXHIBIT "D" - SITE PLAN
 ONE UNIVERSITY PLACE SOUTH CONDOMINIUM
 CORALVILLE, IOWA

LEGAL DESCRIPTION
 AUDITOR'S PARCEL 2015088 ACCORDING TO THE SURVEY PLAT THEREOF
 RECORDED IN BOOK 60, PAGE 10, OF THE PLAT RECORDS OF JOHNSON
 COUNTY, IOWA



- NOTES:
1. ALL MEASUREMENTS FROM PROPERTY LINES TO BUILDINGS ARE PERPENDICULAR AND/OR RADIAL TO SAID PROPERTY LINES.
 2. THIS DRAWING DEPICTS IMPROVEMENTS COMPLETED AS OF XX/XX/XX.
 3. REFERENCE BUILDING PLANS, EXHIBIT "F" FOR BUILDING DIMENSIONS.
 4. THIS IS A CONDO SURVEY AND NOT A BOUNDARY OR PROPERTY SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH. THE PROPERTY BOUNDARIES ARE RECORD DIMENSIONS AND APPROXIMATE ONLY.
- XXX - INDICATES UNIT NUMBER



SEAL

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Ronald L. Amelon
 RONALD L. AMELON, P.E. Iowa Lic. No. 14201
 12/28/15

My license renewal date is December 31, 2012.

Pages or sheets covered by this seal:
 this sheet only



CIVIL ENGINEERS
 LAND PLANNERS
 LAND SURVEYORS
 LANDSCAPE ARCHITECTS
 ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
 IOWA CITY, IOWA 52240
 (319) 351-8282

www.mmsconsultants.net

Date	Revision

EXHIBIT "D" -
 SITE PLAN

ONE UNIVERSITY
 PLACE SOUTH
 CONDOMINIUM

IOWA CITY
 JOHNSON COUNTY
 IOWA

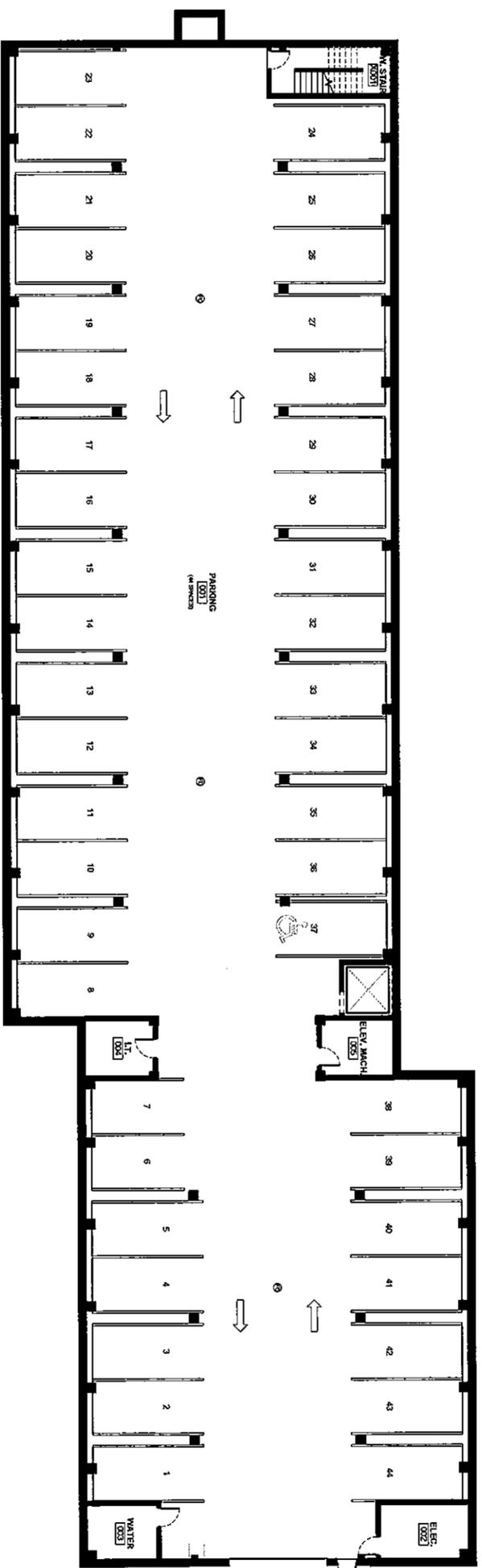
MMS CONSULTANTS, INC.

Date:	12-28-15
Designed by:	RLA
Field Book No.:	
Drawn by:	JDM
Scale:	1"=50'
Checked by:	RLA
Sheet No.:	1
Project No.:	IC 5136012
of:	1

Exhibit E - Floorplans

[See Attached Floorplans]

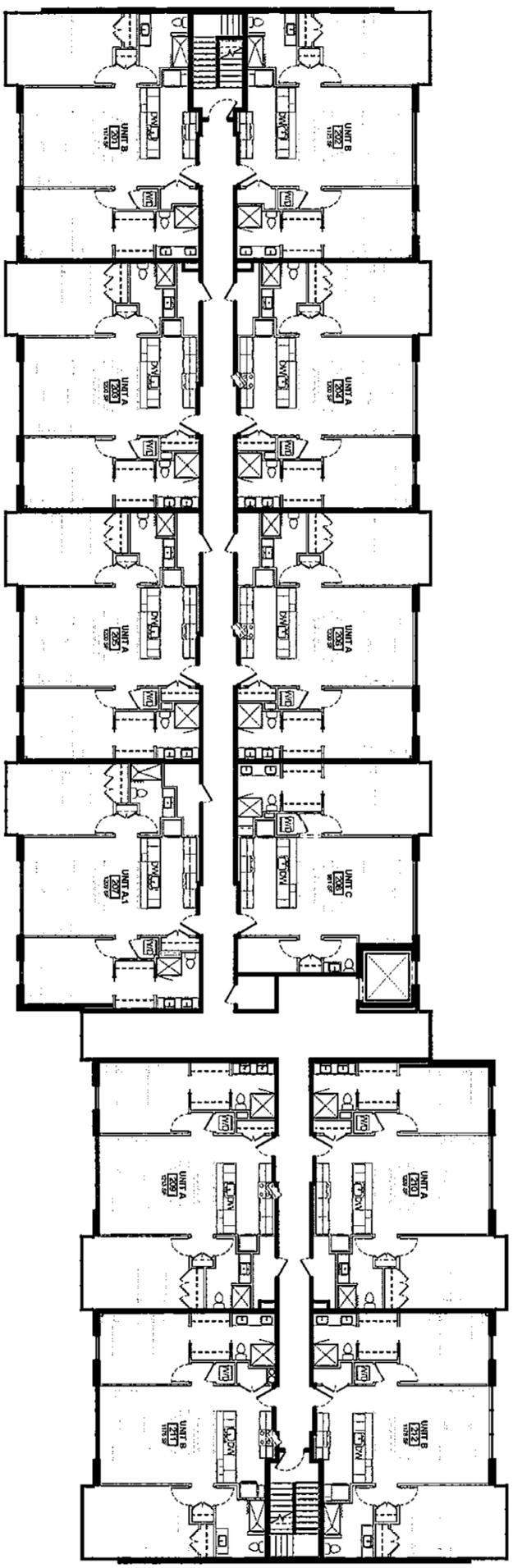
parking level



A0 PARKING LEVEL FLOOR PLAN
SCALE = 1/8"

①

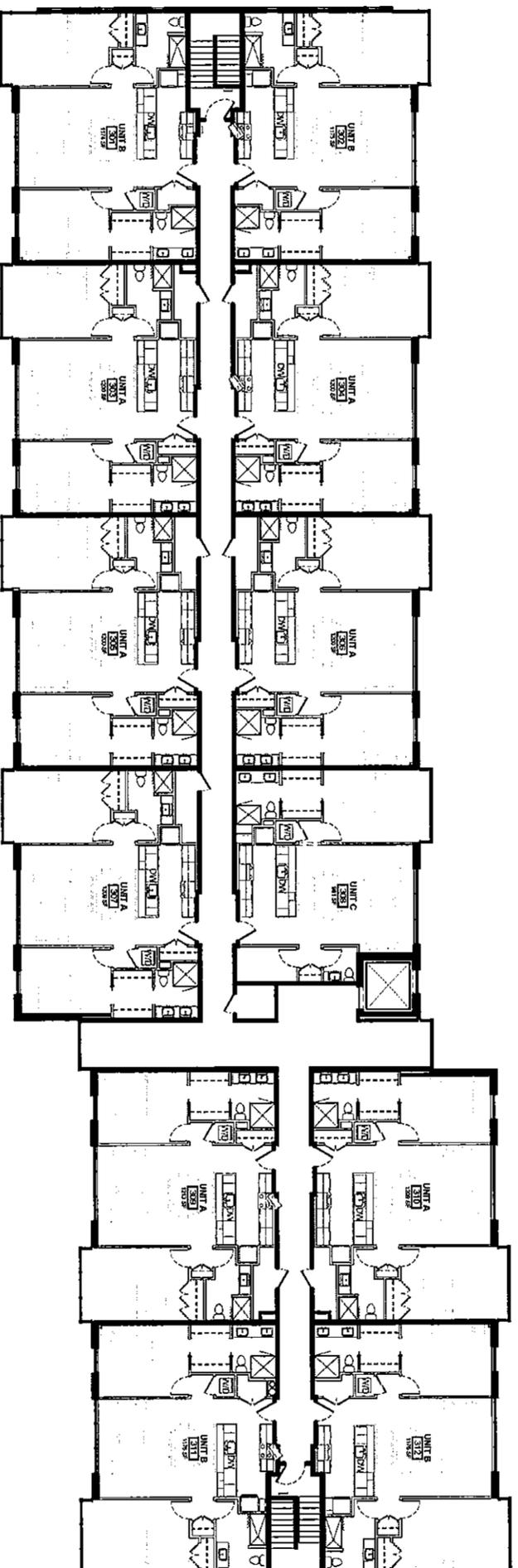
Second level



A2 SECOND LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

①

third level



A3 THIRD LEVEL FLOOR PLAN
3/27/10

①

Exhibit F - Building Plans

[Building Plans will be filed as a Supplement and/or Amendment to the Declaration when the Building is Substantially Completed]

Exhibit G - As Built Certificate

[An *As Built Certificate* will be filed as a Supplement and/or Amendment to the Declaration when the Building is Substantially Completed]

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of University Heights, Iowa (the "City") and Jeffrey L. Maxwell, (the "Developer") as of the 11th day of August, 2015 (the "Commencement Date").

WHEREAS, the City has established the University Heights One University Place Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property and has the right to acquire certain adjacent real property which is situated in the City and lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Developer has proposed to undertake the construction and development of the One University Place development project on the Property (the "Project") in accordance with the terms and conditions set forth in a certain PUD Plan Application and the PUD Development Agreement (the "PUD Documents") between the City and the Developer (attached hereto as Exhibit B); and

WHEREAS, the Project will consist of the construction of a building containing residential condominium units and a second building containing commercial/retail condominium units, an additional space that will be available to the City for use as a community center and residential condominium units above; and

WHEREAS, the Developer has requested that the City provide financial assistance in order to complete the construction of the commercial/retail units (the "Commercial Project"), such assistance to be in the form of incremental property tax payments to be used by the Developer in paying the costs of designing, constructing and maintaining the Commercial Project; and

WHEREAS, the base valuation of the Property for purposes of Section 403.19 of the Code of Iowa is zero dollars \$0.00 (the "Base Valuation"); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. Project Construction. The Developer intends to construct the Project on the Property. The Developer agrees to construct the Commercial Project as part of the Project. The Developer has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City which was approved on June 9, 2015 and is set forth as Exhibit B hereto. The Developer agrees to construct the Project in accordance with the Site Plan and the PUD Documents, subject to modifications with prior approval of the City.

2. **Property Taxes.** The Developer agrees to make and/or ensure timely payment of all property taxes due on property or units owned by the Developer as they come due with respect to the Property throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment for which the Developer is responsible.

3. **Developer's Certifications.** The Developer agrees to submit documentation (the "Developer's Certificate") to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, beginning October 15, 2016, demonstrating that the Developer is in compliance with the PUD Documents. Beginning on the first October 15 following the issuance of a certificate of occupancy with respect to the Commercial Project, such Developer's Certificate shall include documentation demonstrating that the completed Commercial Project is being occupied by viable commercial enterprises

4. **Property Tax Payment Certification.** Furthermore, the Developer agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2016, an amount (the "Developer's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage (as hereinafter defined). (As such, the Developer's Estimate submitted on or before October 15, 2016 shall project Incremental Property Tax Revenues anticipated for the City's fiscal year ending June 30, 2018.) In submitting each such Developer's estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Johnson County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the Property.

5. **Community Center.** The Developer agrees, as part of the Commercial Project to build out and finish, but not furnish, a 2,200 square foot, more or less, commercial condominium unit comprising office/meeting space (the "Community Center Space") for lease by the City. The Developer shall enter into a lease-purchase agreement (the "Lease-Purchase Agreement") with the City, as described in Section B.6 below, with aggregate lease rental payments in an amount equal to \$390,000, plus a commercially reasonable rate of interest, plus any taxes, insurance, maintenance, repairs and replacements and a share of common area maintenance allocable to such rental property. Upon satisfaction of all payments and performance by the City under the Lease-Purchase Agreement, but subject to the City having appropriated and/or satisfied all Payments (as hereinafter defined) under this Development Agreement, the Developer shall convey fee simple title in the Community Space to the City.

6. **Intersection and Project Turn Lane Improvements.** The Developer requests that the City cause the construction of the Intersection Improvements (as defined in the PUD Documents), and the Developer agrees to reimburse the City for the costs incurred in connection with such Intersection Improvements within fifteen days' of notification by the City that such costs have been incurred.

The Developer also requests that the City cause the construction of the Project Turn Lane Improvements (as defined in the PUD Documents), and the Developer agrees to reimburse the City for the costs incurred in connection with such Project Turn Lane Improvements within fifteen days' of notification by the City that such costs have been incurred. To the extent this Paragraph A(6) and Paragraph B(5) below are inconsistent with the requirements of Section 6(b) of the PUD Development Agreement entered into between the City and the Developer (which has the Developer designing, installing and paying directly for the Project Turn Lane Improvements), this Agreement shall control.

7. **Accessible Playground.** The Developer intends to construct a playground on the Property as part of the Project. The Developer agrees to construct the playground in a manner such that it is accessible to children with disabilities, and to allow for reasonable use thereof by the public (i) during the Term, so long as the City has then-currently appropriated and/or satisfied the Payments (as hereinafter defined) under this Development Agreement; and (ii) after the Term, so long as the City fully satisfies all Payments under this Development Agreement.

8. **Insurance.**

(a) The Developer, and any successor in interest to the Developer in its capacity as Property's developer, including, but not necessarily limited to the Condominium Owners' Association for the Project, shall obtain and continuously maintain insurance on the Property and the completed Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that must be so obtained and continuously maintained, provided that the Developer shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Project (excluding excavation and footings):

- (i) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
- (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City, as an additional insured, with limits against bodily injury and property damage of not less than \$2,500,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
- (iii) Workers compensation insurance, with statutory coverage.

(b) All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Developer or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

(c) The Developer, its successors or assigns, agrees to notify the City promptly in the case of damage exceeding \$250,000.00 in amount to, or destruction of the Project resulting from fire or other casualty. Furthermore, the Developer further agrees to apply the proceeds from any and all casualty claims made against the insurance detailed in this Section to the restoration and/or improvement of the Property and/or the Project.

9. **Indemnification.** The Developer agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with, and limited to, any of the following:

(a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Developer's or its agent's, contractor's or subcontractor's construction of the Project.

(b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Developer or successors in interest will insure against in connection with the Project and/or the Property.

(c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Developer or any of its agents in its or their capacity as an employer of a person.

10. **Representations and Warranties.** The Developer represents and warrants that:

(a) The Developer has the legal capacity to enter into this Agreement and to perform its obligations hereunder.

(b) The construction of the Commercial Project would not be undertaken by the Developer, and, in the opinion of the Developer, would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit provided to the Developer by the City under this Agreement.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of, or compliance with, the terms and conditions of this Agreement is prevented, limited by, or conflicts with, or results in a breach of, the terms, conditions or provisions, or any other restriction, or any evidences of indebtedness, agreement, or instrument of whatever nature to which the Developer is a party, or by which it is bound or constitutes a default under any of the foregoing.

11. Events of Default and Remedies. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

(a) Failure by the Developer to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement. Failure to complete the Project by the stated completion date due to unavoidable delays shall not constitute default of this Agreement.

(b) Failure by the Developer to fully and timely remit payment of property taxes when due and owing on property or units owned by the Developer, but excluding units sold to bona fide purchasers.

(c) Material failure to comply with the terms and covenants set forth in this Section A.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, City shall then have the right to:

(a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

(b) Withhold Payments provided for under Section B below.

12. LMI Determination. The City and the Developer hereby acknowledge and agree that, based on all applicable and available facts and circumstances related to the Commercial Project and the City’s provision of economic development support thereto, the provisions of Section 403.22 of the Code of Iowa do not apply in this situation, and no special set aside of funds for “low and moderate income” family housing assistance is required. Among other relevant facts, the parties are aware and rely upon the City Council having expressed its intent under Resolution No. 15-30 and in the Urban Renewal Plan for the Urban Renewal Area that its economic development participation is focused upon ensuring the completion of the Commercial Project and the Developer having requested financial assistance based upon its representations set forth in Section A.10(b) above. The Developer acknowledges that the Payments provided for under Section B below are requested and attributable only to costs allocable to the development, design, construction, operation and maintenance by the Developer of the Commercial Project. In the unanticipated circumstance that, through action of the legislature, an administrative body or court of law, it is ever determined that the provisions of Section 403.22 of the Code of Iowa apply to the

provision of Incremental Property Tax Revenues from the Project hereunder, the Developer agrees that the Payments provided for under Section B below shall be modified to (1) fund any low and moderate income set aside as may then be required; and (2) comply with any time limitations imposed by law on the collection of Incremental Property Tax Revenues. Furthermore, to the extent that modifications to said Payments are insufficient to cover the then-required low and moderate income set aside, the Developer shall reimburse to the City from Payments previously received an amount sufficient to cover the shortfall.

13. Legal and Administrative Costs. The Developer hereby agrees to cover the legal fees and administrative costs incurred by the City in retaining Dorsey & Whitney LLP in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite establishment of the urban renewal plan, up to an amount not in excess of \$20,000. The Developer agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Developer evidencing such costs.

14. Sale or Lease of Space to Property Tax Exempt Entities. Unless approved in advance by Resolution of the City Council, until 25 years after the approval of the initial building permit for 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 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.

B. City's Obligations

1. Payments. In recognition of the Developer's obligations set out above, the City agrees to make annual economic development tax increment payments (the "Payments") to the Developer during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that (i) the number of Payments shall not exceed fifteen (15) once the Project has been fully assessed and the total amount of the Payments shall not exceed \$6,705,112 (the "Maximum Payment Total"), and (ii) all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Johnson County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents 95% (the "Annual Percentage") of the Incremental Property Tax Revenues available to the City with respect to the Property during the Twelve (12) months immediately preceding each Payment date.

It is assumed that a portion of the new valuation from the Project will go on the property tax rolls as of January 1, 2016. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2018 and continuing until fifteen (15) Payments have been funded by the full incremental valuation of the completed Project, or until such earlier date upon which total

Payments equal to the Maximum Payment Total have been made, provided, however, that no Payments shall be made after June 1, 2037.

2. **Annual Appropriation.** The parties acknowledge that the Developer's feasibility analysis for the Commercial Project has relied materially on the municipal assistance to the Commercial Project provided by the Payments under this Agreement, and that the Developer would not proceed with the Project in its current configuration or with the Commercial Project at all without the assurances of such assistance, and that the Developer would much prefer a commitment from the City not subject to annual appropriation. However, as an accommodation to the City to help minimize the impact of the City's obligation to make the Payments on its bonding capacity, the parties agree that each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning December 1, 2016, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2037.

3. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2018, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2016), provided, however, that each Payments shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) received by the City from the Johnson County Treasurer attributable to the taxable valuation of the Property factored by the Annual Percentage.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Johnson County Auditor an amount equal to the most recently obligated Appropriated Amount.

5. **Intersection and Project Turn Lane Improvements.** In accordance with the PUD Documents and in compliance with Chapter 26 of the Code of Iowa, the City shall cause the construction of the Intersection Improvements (as defined in the PUD Documents) and the Project Turn Lane Improvements (as defined in the PUD Documents).

6. **Community Center Lease-Purchase.** The City agrees to acquire the Community Center Space from the Developer by authorizing and entering into the Lease-Purchase Agreement. The Lease-Purchase Agreement shall be a financing lease with a principal component in the amount of \$390,000.00 and a commercially reasonable rate of interest to be mutually agreed to by the parties hereto. The Lease-Purchase Agreement shall be for a period of twenty (20) years at an interest rate of 3.5% per annum accruing on any unpaid principal balance, with monthly payments beginning the month after the Community Center Space is completed and ready for occupancy and continuing each month thereafter until paid in full. Upon full satisfaction of payments due and owing under the Lease-Purchase Agreement, the City shall take fee simple title in the Community Center Space from the Developer. The Lease-Purchase Agreement shall be authorized as a lease-purchase agreement payable from the City's general fund pursuant to Section 364.4(e)(1) of the Code of Iowa and shall not be payable from the debt service levy authority of the City.

C. **Administrative Provisions**

1. **Amendment and Assignment.** This Agreement may not be amended or assigned by either party without the written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City. The City also hereby gives its consent to the anticipated Assignment of all of the Developer's obligations, rights, benefits, right to Payments and all other interests in this Agreement to ONE UNIVERSITY PLACE, LLC, a development entity to be formed in the near future by the Developer with other parties.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2037 or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. **Notices.** Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Developer to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

a) In the case of Developer, is addressed to or delivered personally to

b) In the case of City, is addressed to or delivered personally to City Clerk, City Hall, 1004 Melrose Avenue, University Heights, Iowa, 52246, with a copy to the City Attorney, Steven E. Ballard, Leff Law Firm L.L.P., 222 South Linn Street, Iowa City, Iowa 52240.

c) Either party may upon written notice to the other party, change the address to which such notices and demands are made.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF UNIVERSITY HEIGHTS, IOWA

By: Louise A. From
Mayor

Attest:

Christine M. Anderson
City Clerk

JEFFREY L. MAXWELL

By: Jeffrey L. Maxwell

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of University Heights, County of Johnson, State of Iowa legally described as follows:

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 including all public rights-of-way and easement territory contained therein and adjacent thereto;

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, and including all public rights-of-way and easement territory contained therein and adjacent thereto.

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, and including all public rights-of-way and easement territory contained therein and adjacent thereto

EXHIBIT B

PUD DOCUMENTS AND SITE PLAN

The “PUD Plan Application” is that certain “Multiple-Family Commercial PUD Plan Application” dated April 7, 2015, as modified May 19, 2015, submitted by Jeffery L. Maxwell and approved by the University Heights City Council by Resolution No. 15-30 on June 9, 2015, and Resolution No. 15-56 on August 11, 2015.

The PUD Plan Application includes the Site Plan.

The PUD Development Agreement is reproduced beginning on the following page and is numbered independent of this document.

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.
 - 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 according to the ASTM E90 Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
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 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)(32), 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 be 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.
 - 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.**

a. As a public improvements project, the City shall be responsible for 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.

b. 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.**

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

b. 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.

c. 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.

d. 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 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 Space to Property Tax Exempt Entities.** Unless approved in advance by Resolution of the City Council, until 25 years after the approval of the initial building permit for 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 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.

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.

14. **Binding.** This Agreement is binding on the parties hereto and their respective successors and assigns.
15. **Complete Agreement.** The Agreement and the Approved PUD Plan represents the complete agreement of the parties on the matters contained herein.
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 9th day of June, 2015.

CITY OF UNIVERSITY HEIGHTS, IOWA

DEVELOPER

By: Louise From
Louise From, Mayor

Jeffrey L. Maxwell
Jeffrey L. Maxwell

ATTEST: Christine M. Anderson
Christine Anderson, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On the 9th day of June, 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.

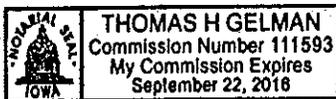


[Signature]
Notary Public in and for the State of Iowa

My Commission expires 7-16-15

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on December 1, 2015, by Jeffrey L. Maxwell.



[Signature]
Notary Public in and for the State of Iowa

My Commission expires Sept. 22, 2016

Exhibit A – Legal Description of Site for
One University Place Project

St. Andrew Parcels

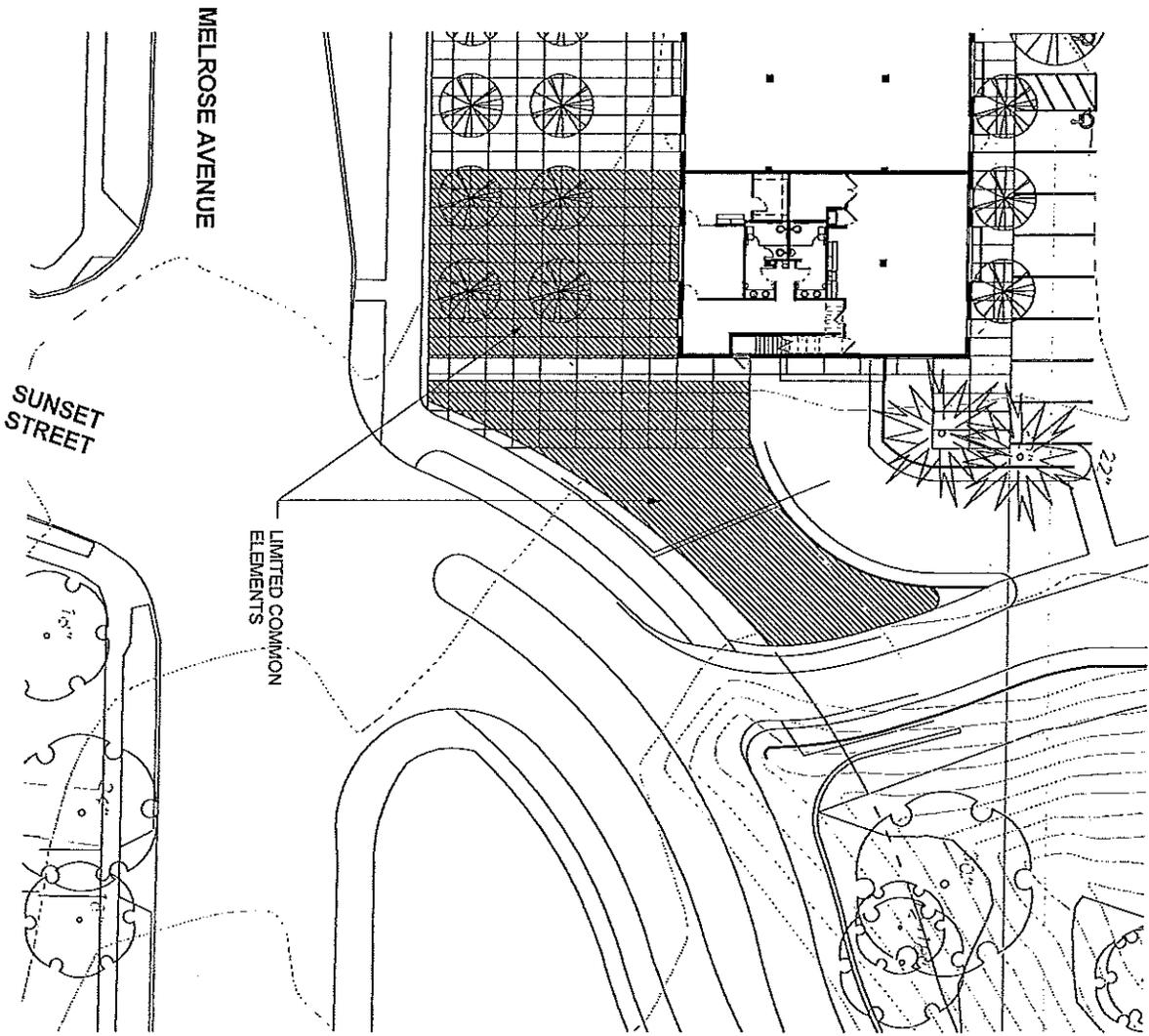
Beginning at the Northeast Corner of Section 17, Township 79 North, Range 6 West of the 5th P.M.; thence North 89 degrees West along the North line of said Section 17, 402.6 feet, thence South 16 degrees East 490 feet to the Northerly line of Snook's Grove Road as now established; thence North 73 degrees 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.



MELROSE AVENUE

SUNSET STREET

UNITED COMMON ELEMENTS



EXHIBIT C

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October _____, 20____.
- (2) Assessed Valuation of Property as of January 1, 20____:
\$_____.
- (3) Base Valuation of Property (as of January 1, 2015):
\$0.
- (4) Incremental Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____ /1000
- (7) Developer's Estimate = \$_____ x .95 = _____

AGREEMENT TO PAY PROFESSIONAL AND CLERICAL FEES

WHEREAS, Jeff Maxwell and/or an entity he controls ("Maxwell") intends to submit a Multiple-Family Commercial Planned Unit Development (PUD) Application that will require evaluation and consideration by the City of University Heights (City); and

WHEREAS, Maxwell also intends to propose that the City participate in the financing of the proposed development by way of tax increment financing (TIF); and

WHEREAS, City has and will reasonably incur fees and expenses for professional and clerical assistance (including, without limitation, reasonable fees and expenses for engineering, legal, financial consulting, and clerk services) on an hourly basis, as those services have and will be rendered relating to Maxwell's PUD Application process and proposed TIF arrangement; and

WHEREAS, the City requests that those submitting PUD applications and those proposing TIF arrangements agree to reimburse the City for the cost of reasonable professional and clerical fees and expenses reasonably incurred by the City in connection with its evaluation and consideration of such applications and proposals; and

WHEREAS, the University Heights City Attorney, Steven E. Ballard of Leff Law Firm, LLP, and the municipal finance lawyer hired by the City regarding the TIF proposal, John Danos of Dorsey & Whitney, LLP, have previously indicated and hereby do again indicate that Maxwell's agreement to reimburse the City for legal fees and expenses has not, does not, and will not interfere with those lawyers' independent professional judgment on behalf of the City; and

WHEREAS, the University Heights City Engineer and has previously indicated and hereby does again indicate that Maxwell's agreement to

reimburse the City for engineering fees and expenses has not, does not, and will not interfere with the City Engineer's independent professional judgment on behalf of the City; and

WHEREAS, as a consequence of its agreement to reimburse the City for the cost of these professional and clerical fees and expenses, Maxwell shall not direct or regulate the professional judgment of the City's legal counsel, City Engineer, or other of the City's consultants or clerks; and

WHEREAS, all of the professional and ethical duties of the City's counsel, City Engineer, and other of the City's consultants and clerks including duties of diligence, loyalty, confidentiality, run exclusively to the City and not to Maxwell or any other person or entity; and

WHEREAS, Maxwell agrees to reimburse the City for reasonable fees and expenses reasonably incurred by the City for professional and clerical assistance (including, without limitation, fees and expenses for engineering, legal, financial consulting, and clerk services) related to the PUD application and proposed TIF arrangement of Maxwell; and

WHEREAS, the City consents to such reimbursement of reasonable fees and expenses reasonably incurred by the City for professional and clerical assistance (including, without limitation, fees and expenses for engineering, legal, financial consulting, and clerk services), related to the PUD application and proposed TIF arrangement of Maxwell.

NOW, THEREFORE, IN CONSIDERATION OF THE CONDITIONS, DISCLOSURES, and CIRCUMSTANCES OUTLINED ABOVE, Maxwell hereby agrees to reimburse the City for the City's reasonable professional fees and expenses (including without limitation reasonable fees and expenses for engineering, legal, financial consulting, and clerk services) within thirty (30) days after receipt of the billing presented to and paid by the City. Such fees and expenses shall relate only to Maxwell's PUD application and proposed TIF arrangement

of Maxwell concerning the proposed redevelopment of the present St. Andrew Presbyterian Church property, and property to the east, in University Heights. Such expenses and fees may relate to services occurring before actual submission of the PUD application and/or proposed TIF arrangement, and before the execution of this Agreement.

DATED this 22nd day of April, 2011.

CITY OF UNIVERSITY HEIGHTS, IOWA

BY: Louise A. From
Louise From, Mayor

MAXWELL

Jeffrey L. Maxwell
Jeffrey L. Maxwell

ATTEST: Christine Anderson
Christine Anderson, City Clerk

jan/seb/uheights/maxwell development agrmt fees 030111

AGREEMENT TO PAY PROFESSIONAL AND CLERICAL FEES

This Agreement is entered into between the City of University Heights, Iowa ("the City") and Jeffery L. Maxwell ("Maxwell") as of the 11th day of August, 2015.

WHEREAS, Maxwell has submitted a Multiple-Family Commercial Planned Unit Development (PUD) Application concerning a project known as "One University Place" ("OUP") to the City of University Heights (City); and

WHEREAS, the City has approved on certain conditions the PUD Plan Application and PUD Development Agreement for OUP; and

WHEREAS, Maxwell also has proposed that the City participate in the financing of OUP by way of tax increment financing (TIF); and

WHEREAS, the City has and will reasonably incur fees and expenses for professional and clerical assistance (including, without limitation, reasonable fees and expenses for engineering, legal, financial consulting, and clerk services) on an hourly basis, as those services have and will be rendered relating to administration and oversight of OUP PUD documents, TIF documents and oversight, building permit, other required permits, and project construction oversight; and

WHEREAS, the City requests that those constructing PUD projects and those entering into TIF arrangements agree to reimburse the City for the cost of reasonable professional and clerical fees and expenses reasonably incurred by the City in connection with its evaluation, administration, and oversight of PUD documents, TIF documents, building permits, other required permits, and project construction ; and

WHEREAS, the University Heights City Attorney, Steven E. Ballard of Leff Law Firm, LLP, and the municipal finance lawyers hired by the City regarding the TIF proposal, John Danos and Amy Bjork of Dorsey & Whitney, LLP, have previously indicated and hereby do again indicate that Maxwell's

agreement to reimburse the City for legal fees and expenses has not, does not, and will not interfere with those lawyers' independent professional judgment on behalf of the City; and

WHEREAS, the University Heights City Engineer and has previously indicated and hereby does again indicate that Maxwell's agreement to reimburse the City for engineering fees and expenses has not, does not, and will not interfere with the City Engineer's independent professional judgment on behalf of the City; and

WHEREAS, as a consequence of its agreement to reimburse the City for the cost of these professional and clerical fees and expenses, Maxwell shall not direct or regulate the professional judgment of the City's legal counsel, City Engineer, or other of the City's agents, employees, consultants, or clerks; and

WHEREAS, all of the professional and ethical duties of the City's counsel, City Engineer, and other of the City's agents, employees, consultants, and clerks including duties of diligence, loyalty, confidentiality, run exclusively to the City and not to Maxwell or any other person or entity; and

WHEREAS, Maxwell agrees to reimburse the City for reasonable fees and expenses reasonably incurred by the City for professional and clerical assistance (including, without limitation, fees and expenses for engineering, legal, financial consulting, and clerk services) related to evaluation, administration, and oversight of PUD documents, TIF documents, building permits, other required permits, and project construction; and

WHEREAS, the City consents to such reimbursement of reasonable fees and expenses reasonably incurred by the City for professional and clerical assistance (including, without limitation, fees and expenses for

engineering, legal, financial consulting, and clerk services), related to evaluation, administration, and oversight of PUD documents, TIF documents, building permits, other required permits, and project construction; and

WHEREAS, the parties agree that Maxwell shall receive credit against all amounts requested to be reimbursed for fees actually paid by Maxwell to the City to obtain building permits, Construction Site Runoff Permits (Ordinance No. 155), Post-Construction Storm Water Runoff Control Plan fees (Ordinance No. 169), and Certificate of Occupancy fees.

NOW, THEREFORE, IN CONSIDERATION OF THE CONDITIONS, DISCLOSURES, and CIRCUMSTANCES OUTLINED ABOVE, Maxwell hereby agrees to reimburse the City for the City's reasonable professional fees and expenses (including without limitation reasonable fees and expenses for engineering, legal, financial consulting, and clerk services) within thirty (30) days after receipt of the billing presented to and paid by the City. Such fees and expenses shall relate only to the evaluation, administration, and oversight of OUP PUD documents, TIF documents, building permits, other required permits, and project construction. Such expenses and fees may relate to services occurring before actual submission of the PUD application and/or proposed TIF arrangement, and before the execution of this Agreement. Maxwell shall be given credit against all amounts requested to be reimbursed for fees actually paid by Maxwell to the City to obtain building permits, Construction Site Runoff Permits (Ordinance No. 155), Post-Construction Storm Water Runoff Control Plan fees (Ordinance No. 169), and Certificate of Occupancy fees.

The City and Maxwell have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF UNIVERSITY HEIGHTS, IOWA

MAXWELL

By: Louise A. From
Louise From, Mayor

Jeffrey L. Maxwell
Jeffrey L. Maxwell

ATTEST: Christine M. Anderson
Christine M. Anderson, City Clerk

UH - OUP - agrmt to pay fees 081115

**City Clerk Report
January 2016**

- **Two building permits received since the last meeting:**
 - One University Place – mechanical and plumbing permit
1450 Grand Avenue - remove 2 interior walls, add beams/joists**
- **178 rental permits received for FY16 fiscal year (177 last month):**
 - 75 for Grandview Court (74 last month)**
 - 103 for rest of University Heights (103 last month)**
- **Proposing new minutes' timeline for council consideration.**
- **Spoke with property owner at 1527 Oakcrest Avenue regarding notification received for sidewalk covered in ice.**
- **Received reimbursement for sidewalk repairs from the following properties:**

21 Highland Drive	114 Highland Drive
140 Highland Drive	212 Highland Drive
222 Highland Drive	245 Highland Drive
270 Highland Drive	24 Koser Avenue
127 Koser Avenue	141 Koser Avenue
205 Koser Avenue	209 Koser Avenue
230 Koser Avenue	255 Koser Avenue
210 Marietta Avenue	240 Marietta Avenue
1005 Melrose Avenue	1239 Melrose Avenue
20 Olive Court	32 Olive Court

**University Heights
Building Permits
January 1 - December 31, 2015**

Permit #	Building Address	Date Issued	Fee	Building Valuation	Description of Remodeling
BLD15-002	207 Mahaska Drive	2/5/2015	\$421.00	\$17,000.00	Bedroom and bath remodel (bldg., electrical and plumbing permits)
BLD15-001	220 Koser Avenue	2/1/2015	\$832.00	\$62,320.00	Kitchen and bathroom remodel (bldg., mechanical, electrical and plumbing permits)
BLD15-003	2 Leamer Court	4/12/2015	\$519.30	\$30,000.00	Remodel kitchen and move stairs (bldg., electrical, mechanical and plumbing permits)
BLD15-004	40 Koser Avenue	4/21/2015	\$369.30	\$20,000.00	20x20 garage
BLD15-005	1465 Grand Avenue	9/15/2015	\$832.00	\$45,000.00	24x24 two story garage (approved through BOA)
	2 Leamer Court	6/9/2015	\$50.00	\$1,500.00	Service upgrade from 100 to 200 amp
BLD15-006	30 Prospect Place	6/9/2015	\$1,389.15	\$150,000.00	Remodel of SFD: new roof, bathroom, closets, deck and concrete patio
	100 Koser Avenue	7/7/2015	\$50.00	\$1,000.00	Electrical permit - wiring for bathroom remodel
	28 Highland Drive	8/5/2015	\$50.00		Electrical permit - move overhead service
BLD15-007	409 Monroe Street	9/15/2015	\$573.00		New kitchen, 3 bathrooms and a laundry room
	1455 Grand Avenue	10/5/2015	\$50.00	\$2,000.00	Plumbing permit - main floor bathroom remodel
	1455 Grand Avenue	10/9/2015	\$50.00		Electrical permit - main floor bathroom remodel
BLD15-009	254 Highland Drive	10/5/2015	\$127.80	\$5,000.00	18x25 concrete slab for patio
	One University Place		\$79,500.00		Building permit for OUP
	One University Place		\$22,820.00		Electrical permit for OUP
BLD15-010	1450 Grand Avenue	10/12/2015	\$920.50	\$60,000.00	Remove 2 interior walls, add beams/joists (bldg., electrical and plumbing permits)
BLD15-011	328 Koser Avenue	11/18/2015	\$1,485.75	\$130,000.00	Addition to and remodel to 1960 home (bldg., electrical, mechanical and plumbing permits)
	One University Place	12/23/2015	\$1,985.00		Mechanical permit for OUP
	One University Place	12/23/2015	\$6,170.00		Plumbing permit for OUP

At the request of and in consultation with our mayor, I am proposing a change to our minutes' process, beginning with the January 2016 meeting minutes. Iowa law states minutes must be published 15 days after the meeting is held. The Press Citizen's requirements state items must be received at least 4 days prior to the publish date AND they will not publish minutes on Wednesdays (due to other legal notices published on that day).

Therefore, I propose the following timeline (using January's meeting as a guide):

- 1) I will have 3 days to work on the council minutes. I ask that the "warrants by fund" list now be included in the monthly council financial packet. Any corrections/additions/subtractions, from the warrant list, will result in a new list sent to me within this time frame. (January 13th-15th)
- 2) I will distribute the draft of the minutes to the mayor, council members and staff for review. (January 16th) Council and staff will have until EOB (5:00 pm) four days later to return their comments/suggestions to me. (January 20th) This does not prevent the council from discussing items/issues and/or making changes at the following council meeting.
- 3) If comments/suggestions are clerical or minor in nature, I will make the changes and then send the minutes to be published. If the changes appear to be more significant or if there might be disagreement on the changes, I won't include them in the minutes I send on for publication but will send the minutes to be published in the form I circulated them (transparency), with the understanding that the council will discuss the minutes and resolve the disagreement at next month's meeting. (February) In any event either case, I will proceed with publishing the draft of the minutes according to the approved timeline. I will apprise the mayor, council and staff as to any significant/contested changes that were not included.
- 4) Minutes will be e-mailed to Sara Crosby (my contact at the Press-Citizen); the mayor, council and staff will be cc'd on the e-mail. I will ask that minutes are published, at the latest, the 14th day after the meeting. (January 26th).
- 5) If there are material changes to be discussed and decided at next month's meeting (February), and in accordance with recommendations from our city auditor, changes/amendments will be listed in the minutes (as they are now) and the changes will be published with the next council meetings' minutes. (February minutes)

Material changes must be circulated via e-mail no later than 7 days prior to the next council meeting to mayor, council and staff.

The amount charged by newspapers for City legal publications is set by statute (state law). The city is not able to negotiate a different rate.

Iowa 2015 Legal Inch Rates	
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Ordinance	3.0452
Full	4.0664
Ordinance 2	2.8934
Ordinance 3	2.8428
Full 2	3.4040
Full 3	3.1832
Auditor Ord	2.1344
Auditor Full	2.8483
Aud Ord 2nd Day	2.0277
Aud Ord 3rd Day	1.9921
Aud Full 2nd Day	2.3846
Aud Full 3rd Day	2.2301

RESOLUTION NO. 16-__

**RESOLUTION ADOPTING A POLICY CONCERNING
MINUTES OF COUNCIL MEETINGS**

RESOLVED that the City Council of the City of University Heights hereby adopts a policy concerning minutes of Council meetings as set forth in Exhibit "A" attached.

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

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Lane	_____	_____	_____
Maher	_____	_____	_____
Quezada	_____	_____	_____
Zimmerman	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 12th day of January, 2016.

Weldon E. Heitman (Wally), Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

Budget Timelines-2016

2016-2017 Budget- Submit to State of Iowa by March 15, 2016

2015-2016 Budget-Submit amended budget to State of Iowa by May 15, 2016

2015-2016 Budget- Submit final Budget results by November 15, 2016

Contract with other Municipalities-“28e”

Fire Protection- Current budget- \$31,000, increases based on CPI each year. Expect to move contract from Coralville to Iowa City in July, 2016.

Library—Current budget- \$44,677, increases each year based on overhead costs at Iowa City and Coralville Public Libraries. Library costs also include population of University Heights, so it changes every 10 years with the census. There is a library services levy which produces \$17,143 this year and is collected with property taxes. This levy is set by law and cannot be raised, so we are spending \$27,500 from general budget each year and this number is increasing.

Hydrant Flush- Current budget- \$3,520 and it stays pretty stable each year. This is performed by City of Iowa City each year

Bus Service-Current budget-\$36,121 and it stays pretty stable each year as ridership does not tend to increase. This is provided by City of Iowa City.

SEATS Service- Current budget-\$8,444 and it stays pretty stable each year as ridership does not tend to increase. This is provided by City of Iowa City.

Animal Shelter-Current Budget-\$1200/year. This is based on amount of animals taken to animal shelter from University Heights. Currently this number is low for us as we have very little use of the shelter by our residents. This is provided by City of Iowa City.

Contracts with Private Companies

Johnson County Refuse- Trash/Recycling and Leaf Vacuuming-\$35,500 est.

L.L. Pelling- Street Sweeping-\$3,500 est.

Hawkeye Construction and Snow Removal- Snow removal- \$35,000 est.

Jim Lane
01/12/2016

Treasurer's Report by Lori Kimura

December 2015

Our total revenue for the month of December was \$49,678.77 comprised of the following amounts:

Property Taxes	\$ 18,929.25
Parking fines	\$ 640.00
Traffic Fines from Clerk of Court	\$ 3,789.98
Interest on bank accounts/CD's	\$ 1,206.02
Road Use Funds	\$ 11,340.51
Rental Permits	\$ 200.00
Parking permits	\$ 40.00
Governors Traffic Safety Grant	\$ 1,141.25
Mediacom Cable Franchise Fees 7/1/15-9/30/15	\$ 3,281.26
Mechanical & plumbing permit OUP	\$ 8,155.00
Other building permits/excavation permits	\$ 945.50

In addition, we received reimbursements from 12 property owners for sidewalk repairs that were done totaling \$4,889.02. This amount was recorded as a negative expense and will offset the expense from November.

Balances in the bank accounts as of 12/31/15:

MidwestOne Checking Account	\$330,203.93
Hills Bank Money Market Account	\$ 1,044.19
CD at UICCU (1001 due 3/22/17 @ 1.7%)	\$ 77,861.58
CD at UICCU (1003 due 8/28/17 @ 1.24%)	\$ 43,891.09
CD at UICCU (1007 due 9/20/17 @ 1.79%)	\$ 26,323.92
CD at UICCU (1009 due 11/2/18 @ 2.38%)	\$ 26,341.97
CD at UICCU (1011 due 5/19/17 @ 1.99%)	\$ 73,738.90
UICCU Savings	\$ 5.00
Time Account at Hills Bank	\$ 23,027.50
Forfeiture Fund	\$ 4,066.99

The total amount of interest we earned in 2015 on our CD's at the UICCU was \$3,801.89. We currently have a total balance of \$248,157.46 being held at the UICCU. The limit of what we can have there is \$250,000 so in the next month we will need to move some money out of the UICCU and either put in the MidwestOne checking account, or open up another CD somewhere else.

We've only gotten one bill for snow removal so far from Hawkeye Construction & Snow Removal which was for the November snow storm. It was \$4,347.50.

City of University Heights									
Cash Receipts and Disbursements by Fund									
July 1, 2015 to December 31, 2015									
		STREET	CAPITAL	GENERAL	DEBT	POLICE	ROAD USE	EMPLOYEE	
		CONSTRUCT	PROJECTS	FUND	SERVICE	FORFEITURE	TAX	BENEFITS	TOTAL
Receipts									
	Local Option Sales Tax								\$ -
	Property Tax			\$ 316,577.43	\$ 17,500.36			\$ 44,528.77	\$ 378,606.56
	Other City Taxes			\$ 4,669.02	\$ 256.29			\$ 659.46	\$ 5,584.77
	Licenses and Permits			\$ 145,618.20					\$ 145,618.20
	Use of Money and Property			\$ 2,374.31		\$ 4.10		\$ 140.60	\$ 2,519.01
	Intergovernmental			\$ 4,131.92			\$ 70,729.72		\$ 74,861.64
	Charges for Services			\$ 47.00					\$ 47.00
	Special Assessments								\$ -
	Miscellaneous			\$ 44,513.50					\$ 44,513.50
	Other Financing Sources								\$ -
	Total Receipts	\$	\$ -	\$ 517,931.38	\$ 17,756.65	\$ 4.10	\$ 70,729.72	\$ 45,328.83	\$ 651,750.68
Disbursements									
	Payroll Expenses								
	Public Safety			\$ 200,026.12				\$ 33,464.68	\$ 233,490.80
	Public Works			\$ 106,220.15			\$ 19,276.46		\$ 125,496.61
	Culture & Recreation			\$ 26,281.96					\$ 26,281.96
	Community & Economic Dev.			\$ 1,140.00					\$ 1,140.00
	General Government			\$ 149,739.02				\$ 1,293.62	\$ 151,032.64
	Principal/Interest				\$ 1,249.29				\$ 1,249.29
	Uncategorized/Miscellaneous								0
	Total Disbursements		\$ -	\$ 483,407.25	\$ 1,249.29	\$ -	\$ 19,276.46	\$ 34,758.30	\$ 538,691.30
	Net Cash Increase (Decrease)		\$ -	\$ 34,524.13	\$ 16,507.36	\$ 4.10	\$ 51,453.26	\$ 10,570.53	\$ 113,059.38
	Balance, beginning of year	\$ -	\$ (189,563.90)	\$ 520,594.33	\$ (368.95)	\$ (1,050.92)	\$ 27,366.71	\$ (58,077.97)	\$ 298,899.30
	Balance, end of period	\$ -	\$ (189,563.90)	\$ 555,118.46	\$ 16,138.41	\$ (1,046.82)	\$ 78,819.97	\$ (47,507.44)	\$ 411,958.68

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

July through December 2015

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
Ordinary Income/Expense						
Income						
CHARGES FOR SERVICES	47.00	4.7%	0.00		0.00	
GENERAL PROPERTY TAXES	316,577.43	54.0%	17,500.36		0.00	
INTERGOVERNMENTAL/SHARED REVEN...	4,131.92	95.2%	0.00		0.00	
LICENSES & PERMITS	145,618.20	541.5%	0.00		0.00	
MISCELLANEOUS REVENUES	44,513.50	39.3%	0.00		0.00	
OTHER CITY TAXES	4,669.02		256.29		0.00	
USE OF MONEY & PROPERTY	2,374.31	47.5%	0.00		4.10	
Total Income	517,931.38	70.3%	17,756.65		4.10	
Gross Profit	517,931.38	70.3%	17,756.65		4.10	
Expense						
COMMUNITY & ECONOMIC DEV.	1,140.00	22.8%	0.00		0.00	
CULTURE & RECREATION	26,281.96	51.6%	0.00		0.00	
DEBT SERVICE	0.00		1,249.29		0.00	
GENERAL GOVERNMENT	149,739.02	135.2%	0.00		0.00	
PUBLIC SAFETY	200,026.12	47.4%	0.00		0.00	
PUBLIC WORKS	106,220.15	79.1%	0.00		0.00	
Total Expense	483,407.25	66.8%	1,249.29		0.00	
Net Ordinary Income	34,524.13	260.0%	16,507.36		4.10	
Net Income	34,524.13	260.0%	16,507.36		4.10	100.0%

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

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 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
Income						
Ordinary Income/Expense						
CHARGES FOR SERVICES	0.00		0.00		47.00	1,000.00
GENERAL PROPERTY TAXES	0.00		44,528.77	53.4%	378,606.56	701,709.00
INTERGOVERNMENTAL/SHARED REVEN...	70,729.72	67.4%	0.00		74,861.64	109,339.00
LICENSES & PERMITS	0.00		0.00		145,618.20	26,890.00
MISCELLANEOUS REVENUES	0.00		0.00		44,513.50	113,250.00
OTHER CITY TAXES	0.00		659.46		5,584.77	0.00
USE OF MONEY & PROPERTY	0.00		140.60		2,519.01	5,000.00
Total Income	70,729.72	67.4%	45,328.83	54.4%	651,750.68	957,188.00
Gross Profit	70,729.72	67.4%	45,328.83	54.4%	651,750.68	957,188.00
Expense						
COMMUNITY & ECONOMIC DEV.	0.00		0.00		1,140.00	5,000.00
CULTURE & RECREATION	0.00		0.00		26,281.96	50,977.00
DEBT SERVICE	0.00		0.00		1,249.29	32,400.00
GENERAL GOVERNMENT	0.00		1,283.62	52.7%	151,032.64	113,197.00
PUBLIC SAFETY	0.00		33,464.68	41.4%	233,490.80	502,968.00
PUBLIC WORKS	19,276.46	16.4%	0.00		125,496.61	251,867.00
Total Expense	19,276.46	16.4%	34,758.30	41.7%	538,691.30	956,409.00
Net Ordinary Income	51,453.26	-411.6%	10,570.53	100.0%	113,059.38	779.00
Net Income	51,453.26	-411.6%	10,570.53	100.0%	113,059.38	779.00
						14,513.4%
						14,513.4%

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

July through December 2015

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 Cash Basis

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
	Budget		Budget		Budget	
Ordinary Income/Expense						
Income						
CHARGES FOR SERVICES						
Police Reports	47.00	4.7%	0.00		0.00	
Total CHARGES FOR SERVICES	47.00	4.7%	0.00		0.00	
GENERAL PROPERTY TAXES						
Benefits Levies	0.00		0.00		0.00	
Commercial Prop Tax Rplmnt adj	0.00	0.0%	17,500.36	54.0%	0.00	
Debt Service Levy	0.00					
Insurance Levy	5,692.99	39.9%	0.00		0.00	
Library Services Levy	9,186.07	53.6%	0.00		0.00	
Regular Property Tax	277,796.20	54.0%	0.00		0.00	
Transit Levy	23,902.17	53.6%	0.00		0.00	
Total GENERAL PROPERTY TAXES	316,577.43	54.0%	17,500.36	54.0%	0.00	
INTERGOVERNMENTAL/SHARED REVENUE						
Other State Grants/Reimburse.	4,131.92		0.00		0.00	
Seatbelt Incent/Traffic Safety	4,131.92		0.00		0.00	
Total Other State Grants/Reimburse.	8,263.84		0.00		0.00	
State Shared Revenues	0.00	0.0%	0.00		0.00	
Commercial Property Tax Rplcmnt	0.00		0.00		0.00	
Road Use/Street Construction	0.00		0.00		0.00	
Total State Shared Revenues	0.00	0.0%	0.00		0.00	
Total INTERGOVERNMENTAL/SHARED REVE...	4,131.92	95.2%	0.00		0.00	
LICENSES & PERMITS						
Beer/Wine/Liquor/Cig Permits	0.00	0.0%	0.00		0.00	
Building/Equipment Permits	116,528.20	1,165.3%	0.00		0.00	
Misc. Licenses/Permits	1,410.00	141.0%	0.00		0.00	
Parking Permits	27,680.00	178.6%	0.00		0.00	
Rental Permits	29,090.00	176.3%	0.00		0.00	
Total Misc. Licenses/Permits	145,618.20	541.5%	0.00		0.00	
Total LICENSES & PERMITS	145,618.20		0.00		0.00	
MISCELLANEOUS REVENUES						
Cable TV Franchise	6,692.34	47.8%	0.00		0.00	
Contributions	475.00	190.0%	0.00		0.00	
Fines						
Parking Fines	2,560.00	36.6%	0.00		0.00	
Traffic Fines-Clk of Ct	33,628.66	37.4%	0.00		0.00	
Total Fines	36,188.66	37.3%	0.00		0.00	
Misc. Income						
Other	-50.00	-5.0%	0.00		0.00	
Total Misc. Income	-50.00	-5.0%	0.00		0.00	
Refunds and Reimbursements	1,207.50	120.8%	0.00		0.00	
Total MISCELLANEOUS REVENUES	44,513.50	39.3%	0.00		0.00	
OTHER CITY TAXES						
Utility Excise Tax	4,669.02		256.29		0.00	
Total OTHER CITY TAXES	4,669.02		256.29		0.00	

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

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul - Dec 15	Budget	% of Budget	Jul - Dec 15	Budget	% of Budget
USE OF MONEY & PROPERTY						
Interest on Cash Investments	2,374.31	5,000.00	47.5%	0.00		
Total USE OF MONEY & PROPERTY	2,374.31	5,000.00	47.5%	0.00		
Total Income	517,931.38	736,417.00	70.3%	17,756.65	32,400.00	54.8%
Gross Profit	517,931.38	736,417.00	70.3%	17,756.65	32,400.00	54.8%
Expense						
COMMUNITY & ECONOMIC DEV.						
Tree Trimming/Lawn Care	1,140.00	5,000.00	22.8%	0.00		
Total COMMUNITY & ECONOMIC DEV.	1,140.00	5,000.00	22.8%	0.00		
CULTURE & RECREATION						
Community Support Projects	88.00	500.00	17.6%	0.00		
Library	19,881.49	44,677.00	44.5%	0.00		
Parks	1,312.47	800.00	164.1%	0.00		
Park Expenses	5,000.00	5,000.00	100.0%	0.00		
Park Update Contribution	6,312.47	5,800.00	108.8%	0.00		
Total Parks	26,281.96	50,977.00	51.6%	0.00		
Total CULTURE & RECREATION	26,281.96	50,977.00	51.6%	0.00		
DEBT SERVICE						
Interest	0.00			1,249.29	2,400.00	52.1%
Principal	0.00			0.00	30,000.00	0.0%
Total DEBT SERVICE	0.00			1,249.29	32,400.00	3.9%
GENERAL GOVERNMENT						
City Hall & General Buildings						
Commodities	0.00	200.00	0.0%	0.00		
Supplies	0.00	200.00	0.0%	0.00		
Total Commodities	0.00	200.00	0.0%	0.00		
Contractual	8,245.38	16,491.00	50.0%	0.00		
Rents & Leases	8,245.38	16,491.00	50.0%	0.00		
Total Contractual	16,490.76	32,982.00	50.0%	0.00		
Employee Benefits & Costs						
FICA	0.00			0.00		
IPERS	0.00			0.00		
Medicare	0.00			0.00		
Total Employee Benefits & Costs	0.00			0.00		
Repair/Maint/Utilities						
Maintenance	0.00	1,000.00	0.0%	0.00		
Telecommunications	1,421.81	2,000.00	71.1%	0.00		
Utilities	574.00	1,600.00	35.9%	0.00		
Total Repair/Maint/Utilities	1,995.81	4,600.00	43.4%	0.00		
Salaries-Regular Part Time						
Facilities Assistant	288.00	500.00	57.6%	0.00		
Total Salaries-Regular Part Time	288.00	500.00	57.6%	0.00		
Total City Hall & General Buildings	10,529.19	21,791.00	48.3%	0.00		

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

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 Cash Basis

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
Clerk/Treasurer & Finance Admin						
Commodities						
Hardware/Software	0.00	0.0%	0.00	0.0%	0.00	0.0%
Minor Equipment/Supplies/Techno	151.25	21.6%	0.00	0.0%	0.00	0.0%
Office Supplies and Postage	657.77	65.6%	0.00	0.0%	0.00	0.0%
Taping meetings	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total Commodities	809.02	27.4%	0.00	0.0%	0.00	0.0%
Contractual Services						
Accounting Fees	1,400.00	31.9%	0.00	0.0%	0.00	0.0%
Bank/CCard Fees	21.20	42.4%	0.00	0.0%	0.00	0.0%
Legal Publications	1,847.54	61.6%	0.00	0.0%	0.00	0.0%
Meeting Set Up Fees	270.00	216.0%	0.00	0.0%	0.00	0.0%
Payments to Other Agencies						
Notary Fees	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total Payments to Other Agencies	0.00	0.0%	0.00	0.0%	0.00	0.0%
Printing/Copying	433.00	86.6%	0.00	0.0%	0.00	0.0%
Technology Services	997.20	133.0%	0.00	0.0%	0.00	0.0%
Total Contractual Services	4,968.94	55.9%	0.00	0.0%	0.00	0.0%
Employee Benefits & Costs						
FICA	0.00	0.0%	0.00	0.0%	0.00	0.0%
IPERS	0.00	0.0%	0.00	0.0%	0.00	0.0%
Medicare	0.00	0.0%	0.00	0.0%	0.00	0.0%
Unemployment Compensation	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total Employee Benefits & Costs	0.00	0.0%	0.00	0.0%	0.00	0.0%
Salaries-Regular Part Time	5,046.88	51.5%	0.00	0.0%	0.00	0.0%
Clerk, Treasurer, Historian	5,046.88	51.5%	0.00	0.0%	0.00	0.0%
Total Salaries-Regular Part Time	5,046.88	51.5%	0.00	0.0%	0.00	0.0%
Staff Development						
Dues & Memberships						
Chamber of Commerce	0.00	0.0%	0.00	0.0%	0.00	0.0%
Dues and Memberships	75.00	15.0%	0.00	0.0%	0.00	0.0%
IA League of Cities	726.00	114.3%	0.00	0.0%	0.00	0.0%
JCOG Assessment	1,664.83	100.0%	0.00	0.0%	0.00	0.0%
Total Dues & Memberships	2,465.83	74.7%	0.00	0.0%	0.00	0.0%
Total Staff Development	2,465.83	74.7%	0.00	0.0%	0.00	0.0%
Total Clerk/Treasurer & Finance Admin	13,290.67	53.3%	0.00	0.0%	0.00	0.0%
Election Expenses	1,756.83	109.8%	0.00	0.0%	0.00	0.0%
Legal Services	107,045.83	214.1%	0.00	0.0%	0.00	0.0%
Mayor/Council Operations						
Employee Benefits & Costs						
FICA	0.00	0.0%	0.00	0.0%	0.00	0.0%
IPERS-Council	0.00	0.0%	0.00	0.0%	0.00	0.0%
Medicare	0.00	0.0%	0.00	0.0%	0.00	0.0%
Unemployment Compensation	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total Employee Benefits & Costs	0.00	0.0%	0.00	0.0%	0.00	0.0%
Salaries-Regular Part Time	2,000.00	50.0%	0.00	0.0%	0.00	0.0%
Council	983.50	50.0%	0.00	0.0%	0.00	0.0%
Mayor	2,983.50	50.0%	0.00	0.0%	0.00	0.0%
Total Salaries-Regular Part Time	2,983.50	50.0%	0.00	0.0%	0.00	0.0%
Total Mayor/Council Operations	2,983.50	50.0%	0.00	0.0%	0.00	0.0%

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

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 Cash Basis

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul - Dec 15	Budget	% of Budget	Jul - Dec 15	Budget	% of Budget
TIF Analysis	14,000.00					
Tort Liability Insurance	133.00	6,450.00	2.1%	0.00	0.00	0.00
Total GENERAL GOVERNMENT	148,739.02	110,749.00	135.2%	0.00	0.00	0.00
PUBLIC SAFETY						
Building Inspections	11,050.00	15,200.00	72.7%	0.00	0.00	0.00
Building / Rental Inspection						
Total Building Inspections	11,050.00	15,200.00	72.7%	0.00	0.00	0.00
Crossing Guard						
Employee Benefits & Costs						
FICA	0.00			0.00	0.00	0.00
IPERS	0.00			0.00	0.00	0.00
Medicare	0.00			0.00	0.00	0.00
Unemployment Compensation	0.00			0.00	0.00	0.00
Total Employee Benefits & Costs	0.00			0.00	0.00	0.00
Salaries						
Crossing Guard	1,975.00	4,500.00	43.9%	0.00	0.00	0.00
Total Salaries	1,975.00	4,500.00	43.9%	0.00	0.00	0.00
Supplies	0.00	200.00	0.0%	0.00	0.00	0.00
Crossing Guard - Other	0.00	0.00	0.0%	0.00	0.00	0.00
Total Crossing Guard	1,975.00	4,700.00	42.0%	0.00	0.00	0.00
Fire						
Contracts w/Other Agencies						
Coralville Fire Dep't	15,508.50	31,820.00	48.7%	0.00	0.00	0.00
Hydrant Flush-City of Iowa City	1,716.00	3,520.00	48.8%	0.00	0.00	0.00
Total Contracts w/Other Agencies	17,224.50	35,340.00	48.7%	0.00	0.00	0.00
Total Fire	17,224.50	35,340.00	48.7%	0.00	0.00	0.00
Hazmat-Johnson County	525.50	526.00	99.9%	0.00	0.00	0.00
Police						
Commodities						
Car Purchase	0.00	16,000.00	0.0%	0.00	0.00	0.00
Major Equipment						
Car Equipment	2,250.00	5,000.00	45.0%	0.00	0.00	0.00
Total Major Equipment	2,250.00	5,000.00	45.0%	0.00	0.00	0.00
Minor Equipment						
Operating Police Equipment	1,073.00	1,500.00	71.5%	0.00	0.00	0.00
Regular Officer Uniform	0.00	3,500.00	0.0%	0.00	0.00	0.00
Total Minor Equipment	1,073.00	5,000.00	21.5%	0.00	0.00	0.00
Supplies						
Ammunition	2,550.00	3,500.00	72.9%	0.00	0.00	0.00
Business Meetings/Meals	0.00	300.00	0.0%	0.00	0.00	0.00
Office Supplies	1,128.48	3,000.00	37.6%	0.00	0.00	0.00
Operating Supplies	0.00	3,000.00	0.0%	0.00	0.00	0.00
Other Supplies	733.22	2,000.00	36.7%	0.00	0.00	0.00
Postage/Shipping	76.38	600.00	12.7%	0.00	0.00	0.00
Professional Memberships	330.00	400.00	82.5%	0.00	0.00	0.00
Total Supplies	4,818.08	12,800.00	37.6%	0.00	0.00	0.00
Total Commodities	8,141.08	36,800.00	21.0%	0.00	0.00	0.00
Contractual Services						
Garage Rental	600.00	2,400.00	25.0%	0.00	0.00	0.00

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

July through December 2015

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Cash Basis

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
Payments to Other Agencies						
County Jail/Service/Filing Fees	0.00		0.00		0.00	
Evidence testing	0.00	0.0%	0.00		0.00	
Technology Services	0.00	0.0%	0.00		0.00	
Total Payments to Other Agencies	0.00	0.0%	0.00		0.00	
Police Insurance-Car/Liability	0.00		0.00		0.00	
Printing/Copying	555.96	0.0%	0.00		0.00	
Prof Serv-Psych Testing-Physica	692.00	55.6%	0.00		0.00	
Special Events Staff	175.00	136.4%	0.00		0.00	
Total Contractual Services	2,022.96	16.0%	0.00		0.00	
Police Benefits & Costs						
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	20,895.42	74.6%	0.00		0.00	
Holiday & Other Pay	474.00		0.00		0.00	
Miscellaneous Payroll Item	126,232.30	52.9%	0.00		0.00	
Police Gross Wages	0.00	0.0%	0.00		0.00	
Salaries-Reserves	0.00		0.00		0.00	
Total Police Gross Wages	147,601.72	55.3%	0.00		0.00	
Repair/Maint/Utilities						
Telecommunications Expense	719.30	71.9%	0.00		0.00	
IT Support	1,277.24	35.1%	0.00		0.00	
Verizon/Pager Fees/Mediacom	1,996.54	43.1%	0.00		0.00	
Total Telecommunications Expense	3,993.08		0.00		0.00	
Vehicle Operations						
Fuel	3,710.97	23.2%	0.00		0.00	
Other	0.00	0.0%	0.00		0.00	
Washes	366.00	52.3%	0.00		0.00	
Total Vehicle Operations	4,076.97	23.7%	0.00		0.00	
Vehicle Repair						
Bicycle Maint/Repair	95.00	47.5%	0.00		0.00	
Car Maint/Repair	2,227.91	22.3%	0.00		0.00	
Total Vehicle Repair	2,322.91	22.8%	0.00		0.00	
Total Repair/Maint/Utilities	8,396.42	26.2%	0.00		0.00	
Staff Development						
Meetings & Conferences	1,576.72		0.00		0.00	
Regular Officer Training	0.00	0.0%	0.00		0.00	
Academy Training	1,010.00	15.5%	0.00		0.00	
Officer Training	502.22	25.1%	0.00		0.00	
Training Supplies	1,512.22	9.5%	0.00		0.00	
Total Regular Officer Training	3,088.94	19.3%	0.00		0.00	
Total Staff Development	169,251.12	46.2%	0.00		0.00	
Total Police	200,026.12	47.4%	0.00		0.00	
Total PUBLIC SAFETY	422,051.00		0.00		0.00	

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

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 Cash Basis

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
PUBLIC WORKS						
Other Public Works						
Contracts-Other Agencies						
IC Animal Center	508.14	42.3%	0.00		0.00	
IC Bus Service	18,027.27	49.9%	0.00		0.00	
SEATS Service	4,221.96	50.0%	0.00		0.00	
Total Contracts-Other Agencies	<u>22,757.37</u>	<u>49.7%</u>	<u>0.00</u>		<u>0.00</u>	
Total Other Public Works	<u>22,757.37</u>	<u>49.7%</u>	<u>0.00</u>		<u>0.00</u>	
Roads, Bridges, & Sidewalks						
Contractual Services						
Engineering Fees	55,398.39	110.6%	0.00		0.00	
Repairs/improvements						
Arterial panel replacements	0.00		0.00		0.00	
Asphale patch projects	0.00		0.00		0.00	
Local panel replacements	0.00		0.00		0.00	
Melrose East - panel replacemnt	0.00		0.00		0.00	
Sidewalk Repairs	0.00		0.00		0.00	
Street Repairs	0.00		0.00		0.00	
Sunset Street landscape	0.00		0.00		0.00	
Traffic sign assessment/mgmt	0.00		0.00		0.00	
Total Repairs/improvements	<u>0.00</u>		<u>0.00</u>		<u>0.00</u>	
Striping/Curb Renumbering	0.00		0.00		0.00	
Total Contractual Services	<u>55,398.39</u>	<u>110.6%</u>	<u>0.00</u>		<u>0.00</u>	
Snow Removal-Contractual	0.00		0.00		0.00	
Storm water permit	0.00		0.00		0.00	
Street Lighting Electricity	0.00	0.0%	0.00		0.00	
Street Sweeping-Contractual	0.00		0.00		0.00	
Traffic Controls and Safety						
Street Signs-Commodities	0.00		0.00		0.00	
Traffic Light Electricity	0.00		0.00		0.00	
Total Traffic Controls and Safety	<u>0.00</u>		<u>0.00</u>		<u>0.00</u>	
Total Roads, Bridges, & Sidewalks	<u>55,398.39</u>	<u>104.5%</u>	<u>0.00</u>		<u>0.00</u>	
Sanitation						
Contractual						
Grandview Recycling	153.00	12.8%	0.00		0.00	
Leaf Vacuuming	15,686.64	116.2%	0.00		0.00	
Trash/Recycling	12,224.75	58.6%	0.00		0.00	
Total Contractual	<u>28,064.39</u>	<u>76.9%</u>	<u>0.00</u>		<u>0.00</u>	
Total Sanitation	<u>28,064.39</u>	<u>78.9%</u>	<u>0.00</u>		<u>0.00</u>	
Total PUBLIC WORKS	<u>106,220.15</u>	<u>79.1%</u>	<u>0.00</u>		<u>0.00</u>	
Total Expense	<u>483,407.25</u>	<u>66.8%</u>	<u>1,249.29</u>	<u>32,400.00</u>	<u>0.00</u>	<u>3.9%</u>
Net Ordinary Income	<u>34,524.13</u>	<u>260.0%</u>	<u>16,507.36</u>	<u>0.00</u>	<u>4.10</u>	<u>100.0%</u>
Net Income	<u>34,524.13</u>	<u>260.0%</u>	<u>16,507.36</u>	<u>0.00</u>	<u>4.10</u>	<u>100.0%</u>

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

July through December 2015

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 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
Ordinary Income/Expense						
Income						
CHARGES FOR SERVICES						
Police Reports	0.00		0.00		47.00	4.7%
Total CHARGES FOR SERVICES	0.00		0.00		47.00	4.7%
GENERAL PROPERTY TAXES						
Benefits Levies	0.00		44,528.77	83,371.00	44,528.77	53.4%
Commercial Prop Tax Rplmnt adj	0.00		0.00		0.00	
Debt Service Levy	0.00		0.00		17,500.36	54.0%
Insurance Levy	0.00		0.00		5,692.99	39.9%
Library Services Levy	0.00		0.00		17,143.00	53.6%
Regular Property Tax	0.00		0.00		277,796.20	54.0%
Transit Levy	0.00		0.00		23,902.17	53.6%
Total GENERAL PROPERTY TAXES	0.00		44,528.77	83,371.00	378,606.56	54.0%
INTERGOVERNMENTAL/SHARED REVENUE						
Other State Grants/Reimburse.	0.00		0.00		4,131.92	100.0%
Seabreit Incent/Traffic Safety	0.00		0.00		4,131.92	100.0%
Total Other State Grants/Reimburse.	0.00		0.00		0.00	
State Shared Revenues	0.00		0.00		0.00	
Commercial Property Tax Rplcmt	70,729.72	67.4%	0.00		0.00	0.0%
Road Use/Street Construction	70,729.72	67.4%	0.00		70,729.72	67.4%
Total State Shared Revenues	70,729.72	67.4%	0.00		109,339.00	64.7%
Total INTERGOVERNMENTAL/SHARED REVE...	70,729.72	67.4%	0.00		109,339.00	68.5%
LICENSES & PERMITS						
Beer/Wine/Liquor/Cig Permits	0.00		0.00		0.00	0.0%
Building/Equipment Permits	0.00		0.00		116,528.20	1,165.3%
Misc. Licenses/Permits	0.00		0.00		1,410.00	141.0%
Parking Permits	0.00		0.00		27,680.00	178.6%
Rental Permits	0.00		0.00		29,090.00	176.3%
Total Misc. Licenses/Permits	0.00		0.00		16,500.00	176.3%
Total LICENSES & PERMITS	0.00		0.00		26,890.00	541.5%
MISCELLANEOUS REVENUES						
Cable TV Franchise	0.00		0.00		6,692.34	47.8%
Contributions	0.00		0.00		475.00	190.0%
Fines	0.00		0.00		2,560.00	36.6%
Parking Fines	0.00		0.00		33,628.66	37.4%
Traffic Fines-Clk of Ct	0.00		0.00		36,188.66	37.3%
Total Fines	0.00		0.00		97,000.00	37.3%
Misc. Income	0.00		0.00		1,000.00	-5.0%
Other	0.00		0.00		1,000.00	-5.0%
Total Misc. Income	0.00		0.00		1,000.00	-5.0%
Refunds and Reimbursements	0.00		0.00		1,207.50	120.8%
Total MISCELLANEOUS REVENUES	0.00		0.00		113,250.00	39.3%
OTHER CITY TAXES						
Utility Excise Tax	0.00		659.46		5,584.77	100.0%
Total OTHER CITY TAXES	0.00		659.46		0.00	100.0%

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

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 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
USE OF MONEY & PROPERTY						
Interest on Cash Investments	0.00		140.60		2,519.01	50.4%
Total USE OF MONEY & PROPERTY	0.00		140.60		2,519.01	50.4%
Total Income	70,729.72	67.4%	45,328.83	54.4%	651,750.68	68.1%
Gross Profit	70,729.72	67.4%	45,328.83	54.4%	651,750.68	68.1%
Expense						
COMMUNITY & ECONOMIC DEV.						
Tree Trimming/Lawn Care	0.00		0.00		1,140.00	22.8%
Total COMMUNITY & ECONOMIC DEV.	0.00		0.00		1,140.00	22.8%
CULTURE & RECREATION						
Community Support Projects	0.00		0.00		88.00	17.6%
Library	0.00		0.00		19,881.49	44.5%
Parks	0.00		0.00		1,312.47	164.1%
Park Expenses	0.00		0.00		5,000.00	100.0%
Park Update Contribution	0.00		0.00		6,312.47	108.8%
Total Parks	0.00		0.00		5,800.00	
Total CULTURE & RECREATION	0.00		0.00		26,281.96	51.6%
DEBT SERVICE						
Interest	0.00		0.00		1,249.29	52.1%
Principal	0.00		0.00		0.00	0.0%
Total DEBT SERVICE	0.00		0.00		1,249.29	3.9%
GENERAL GOVERNMENT						
City Hall & General Buildings	0.00		0.00		0.00	0.0%
Commodities	0.00		0.00		0.00	0.0%
Supplies	0.00		0.00		0.00	0.0%
Total Commodities	0.00		0.00		0.00	0.0%
Contractual	0.00		0.00		8,245.38	50.0%
Rents & Leases	0.00		0.00		8,245.38	50.0%
Total Contractual	0.00		0.00		16,491.00	50.0%
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						
Maintenance	0.00		0.00		0.00	0.0%
Telecommunications	0.00		0.00		1,421.81	71.1%
Utilities	0.00		0.00		574.00	35.9%
Total Repair/Maint/Utilities	0.00		0.00		1,995.81	43.4%
Salaries-Regular Part Time						
Facilities Assistant	0.00		0.00		288.00	57.6%
Total Salaries-Regular Part Time	0.00		0.00		288.00	57.6%
Total City Hall & General Buildings	0.00	0.0%	0.00	0.0%	10,529.19	48.1%

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

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 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
Clerk/Treasurer & Finance Admin						
Commodities	0.00					
Hardware/Software	0.00		0.00		0.00	0.0%
Minor Equipment/Supplies/Techno	0.00		0.00		151.25	21.6%
Office Supplies and Postage	0.00		0.00		657.77	65.8%
Taping meetings	0.00		0.00		250.00	0.0%
Total Commodities	0.00		0.00		809.02	27.4%
Contractual Services						
Accounting Fees	0.00		0.00		1,400.00	31.8%
Bank/CCard Fees	0.00		0.00		21.20	42.4%
Legal Publications	0.00		0.00		1,847.54	61.6%
Meeting Set Up Fees	0.00		0.00		270.00	216.0%
Payments to Other Agencies						
Notary Fees	0.00		0.00		60.00	0.0%
Total Payments to Other Agencies	0.00		0.00		60.00	0.0%
Printing/Copying	0.00		0.00		433.00	86.6%
Technology Services	0.00		0.00		997.20	133.0%
Total Contractual Services	0.00		0.00		4,968.94	55.9%
Employee Benefits & Costs						
FICA	0.00		330.76	54.4%	608.00	54.4%
IPERS	0.00		521.04	59.5%	875.00	59.5%
Medicare	0.00		77.36	54.5%	142.00	54.5%
Unemployment Compensation	0.00		58.69	48.9%	120.00	48.9%
Total Employee Benefits & Costs	0.00		987.85	56.6%	1,745.00	56.6%
Salaries-Regular Part Time	0.00		0.00		5,046.88	51.5%
Clerk, Treasurer, Historian	0.00		0.00		5,046.88	51.5%
Total Salaries-Regular Part Time	0.00		0.00		9,800.00	
Staff Development						
Dues & Memberships						
Chamber of Commerce	0.00		0.00		500.00	0.0%
Dues and Memberships	0.00		0.00		75.00	15.0%
IA League of Cities	0.00		0.00		726.00	114.3%
JCOG Assessment	0.00		0.00		1,664.83	100.0%
Total Dues & Memberships	0.00		0.00		2,465.83	74.7%
Total Staff Development	0.00		0.00		2,465.83	74.7%
Total Clerk/Treasurer & Finance Admin	0.00		987.85	56.6%	14,278.52	53.5%
Election Expenses	0.00		0.00		1,756.83	109.8%
Legal Services	0.00		0.00		107,045.83	214.1%
Mayor/Council Operations						
Employee Benefits & Costs						
FICA	0.00		193.97	52.4%	370.00	52.4%
IPERS-Council	0.00		35.72	40.1%	89.00	40.1%
Medicare	0.00		87.00	49.7%	87.00	49.7%
Unemployment Compensation	0.00		32.82	41.0%	80.00	41.0%
Total Employee Benefits & Costs	0.00		305.77	48.8%	626.00	48.8%
Salaries-Regular Part Time						
Council	0.00		0.00		2,000.00	50.0%
Mayor	0.00		0.00		983.50	50.0%
Total Salaries-Regular Part Time	0.00		0.00		2,983.50	50.0%
Total Mayor/Council Operations	0.00		305.77	48.8%	3,289.27	48.9%

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

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
TIF Analysis	0.00		0.00		14,000.00	100.0%
Tort Liability Insurance	0.00		0.00		133.00	2.1%
Total GENERAL GOVERNMENT	0.00		1,293.62	52.7%	151,032.64	133.4%
PUBLIC SAFETY						
Building Inspections	0.00		0.00		11,050.00	72.7%
Building / Rental Inspection	0.00		0.00		11,050.00	72.7%
Total Building Inspections	0.00		0.00		11,050.00	72.7%
Crossing Guard						
Employee Benefits & Costs	0.00		88.35	31.7%	279.00	31.7%
FICA	0.00		131.74	32.8%	402.00	32.8%
IPERS	0.00		20.66	31.8%	65.00	31.8%
Medicare	0.00		15.67	26.1%	60.00	26.1%
Unemployment Compensation	0.00		256.42	31.8%	806.00	31.8%
Total Employee Benefits & Costs	0.00		256.42	31.8%	806.00	31.8%
Salaries	0.00		0.00		1,975.00	43.9%
Crossing Guard	0.00		0.00		1,975.00	43.9%
Total Salaries	0.00		0.00		1,975.00	43.9%
Supplies	0.00		0.00		200.00	0.0%
Crossing Guard - Other	0.00		0.00		0.00	0.0%
Total Crossing Guard	0.00		256.42	31.8%	2,231.42	40.5%
Fire						
Contracts w/Other Agencies	0.00		0.00		15,508.50	48.7%
Coralville Fire Dep't	0.00		0.00		1,716.00	48.8%
Hydrant Flush-City of Iowa City	0.00		0.00		17,224.50	48.7%
Total Contracts w/Other Agencies	0.00		0.00		17,224.50	48.7%
Total Fire	0.00		0.00		17,224.50	48.7%
Hazmat-Johnson County	0.00		0.00		525.50	99.9%
Police						
Commodities	0.00		0.00		16,000.00	0.0%
Car Purchase	0.00		0.00		5,000.00	45.0%
Major Equipment	0.00		0.00		5,000.00	45.0%
Car Equipment	0.00		0.00		5,000.00	45.0%
Total Major Equipment	0.00		0.00		5,000.00	45.0%
Minor Equipment						
Operating Police Equipment	0.00		1,073.00	71.5%	1,500.00	71.5%
Regular Officer Uniform	0.00		0.00	0.0%	3,500.00	0.0%
Total Minor Equipment	0.00		1,073.00	21.5%	5,000.00	21.5%
Supplies						
Ammunition	0.00		0.00		3,500.00	72.9%
Business Meetings/Meals	0.00		0.00		300.00	0.0%
Office Supplies	0.00		1,128.48	37.6%	3,000.00	37.6%
Operating Supplies	0.00		0.00		3,000.00	0.0%
Other Supplies	0.00		733.22	36.7%	2,000.00	36.7%
Postage/Shipping	0.00		76.38	12.7%	600.00	12.7%
Professional Memberships	0.00		330.00	82.5%	400.00	82.5%
Total Supplies	0.00		4,818.08	37.6%	12,800.00	37.6%
Total Commodities	0.00		0.00		38,800.00	21.0%
Contractual Services						
Garage Rental	0.00		0.00		2,400.00	25.0%

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

July through December 2015

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
Payments to Other Agencies	0.00					
County Jail/Service/Filing Fees	0.00				300.00	0.0%
Evidence testing	0.00				150.00	0.0%
Technology Services	0.00				500.00	0.0%
Total Payments to Other Agencies	0.00		0.00		950.00	0.0%
Police Insurance-Car/Liability	0.00		0.00		7,802.00	0.0%
Printing/Copying	0.00		0.00		1,000.00	55.6%
Prof Serv-Psych Testing-Physica	0.00		692.00		500.00	138.4%
Special Events Staff	0.00		175.00		0.00	100.0%
Total Contractual Services	0.00		2,022.96		12,652.00	16.0%
Police Benefits & Costs						
Police FICA	0.00		9,147.00		16,541.00	55.3%
Police Health Insurance	0.00		6,704.64		13,417.00	50.0%
Police IPERS	0.00		13,463.85		26,253.00	51.3%
Police Medicare	0.00		2,141.31		3,869.00	55.3%
Police SUTA	0.00		793.46		2,000.00	39.7%
Police Workers Compensation	0.00		958.00		18,031.00	5.3%
Total Police Benefits & Costs	0.00		33,208.26		80,111.00	41.5%
Police Gross Wages						
Holiday & Other Pay	0.00		0.00		28,000.00	74.6%
Miscellaneous Payroll Item	0.00		0.00		0.00	100.0%
Police Gross Wages	0.00		126,232.30		238,773.00	52.9%
Salaries-Reserves	0.00		0.00		24.00	0.0%
Total Police Gross Wages	0.00		147,601.72		266,797.00	55.3%
Repair/Maint/Utilities						
Telecommunications Expense	0.00		0.00		1,000.00	71.9%
IT Support	0.00		0.00		3,636.00	35.1%
Verizon/Pager Fees/Mediacom	0.00		0.00		4,636.00	43.1%
Total Telecommunications Expense	0.00		0.00		9,272.00	
Vehicle Operations						
Fuel	0.00		0.00		16,000.00	23.2%
Other	0.00		0.00		500.00	0.0%
Washes	0.00		0.00		700.00	52.3%
Total Vehicle Operations	0.00		0.00		17,200.00	23.7%
Vehicle Repair						
Bicycle Maint/Repair	0.00		0.00		200.00	47.5%
Car Maint/Repair	0.00		0.00		10,000.00	22.3%
Total Vehicle Repair	0.00		0.00		10,200.00	22.8%
Total Repair/Maint/Utilities	0.00		0.00		32,036.00	26.2%
Staff Development						
Meetings & Conferences	0.00		0.00		0.00	100.0%
Regular Officer Training	0.00		0.00		7,500.00	0.0%
Academy Training	0.00		0.00		6,500.00	15.5%
Officer Training	0.00		502.22		2,000.00	25.1%
Training Supplies	0.00		0.00		16,000.00	9.5%
Total Regular Officer Training	0.00		0.00		16,000.00	9.5%
Total Staff Development	0.00		0.00		16,000.00	19.3%
Total Police	0.00		33,208.26		446,396.00	45.4%
Total PUBLIC SAFETY	0.00		33,464.68		502,968.00	46.4%

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

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 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget	Jul - Dec 15	% of Budget
PUBLIC WORKS						
Other Public Works						
Contracts-Other Agencies						
IC Animal Center	0.00		0.00		508.14	42.3%
IC Bus Service	0.00		0.00		18,027.27	49.9%
SEATS Service	0.00		0.00		4,221.96	50.0%
Total Contracts-Other Agencies	0.00		0.00		22,757.37	49.7%
Total Other Public Works	0.00		0.00		22,757.37	49.7%
Roads, Bridges, & Sidewalks						
Contractual Services						
Engineering Fees	0.00		0.00		55,398.39	110.8%
Repairs/Improvements						
Arterial panel replacements	0.00	0.0%	0.00	0.0%	16,000.00	0.0%
Asphale patch projects	255.00	6.4%	0.00	0.0%	4,000.00	6.4%
Local panel replacements	0.00	0.0%	0.00	0.0%	13,500.00	0.0%
Melrose East - panel replacemnt	0.00	0.0%	0.00	0.0%	23,000.00	0.0%
Sidewalk Repairs	1,067.18		0.00		0.00	100.0%
Street Repairs	6,385.00		0.00		6,385.00	100.0%
Sunset Street landscape	0.00	0.0%	0.00	0.0%	2,500.00	0.0%
Traffic sign assessments/mgmt	1,876.00	41.7%	0.00	0.0%	1,876.00	41.7%
Total Repairs/Improvements	9,583.18	15.1%	0.00	0.0%	9,583.18	15.1%
Striping/Curb Renumbering	5,218.00	87.0%	0.00	0.0%	5,218.00	87.0%
Total Contractual Services	14,801.18	21.3%	0.00	0.0%	70,199.57	58.7%
Snow Removal-Contractual	0.00	0.0%	0.00	0.0%	35,000.00	0.0%
Storm water permit	0.00	0.0%	0.00	0.0%	3,000.00	0.0%
Street Lighting Electricity	4,063.84	47.8%	0.00	0.0%	4,063.84	47.8%
Street Sweeping-Contractual	0.00	0.0%	0.00	0.0%	8,500.00	0.0%
Traffic Controls and Safety	26.50	10.6%	0.00	0.0%	250.00	10.6%
Street Signs-Commodities	384.94	51.3%	0.00	0.0%	384.94	51.3%
Traffic Light Electricity	411.44	41.1%	0.00	0.0%	411.44	41.1%
Total Traffic Controls and Safety	19,276.46	16.4%	0.00	0.0%	74,674.85	43.8%
Total Roads, Bridges, & Sidewalks						
Sanitation						
Contractual						
Grandview Recycling	0.00		0.00		153.00	12.8%
Leaf Vacuuming	0.00		0.00		15,686.64	116.2%
Trash/Recycling	0.00		0.00		12,224.75	58.6%
Total Contractual	0.00		0.00		28,064.39	78.9%
Total Sanitation	0.00		0.00		28,064.39	78.9%
Total PUBLIC WORKS						
Total Expense	19,276.46	16.4%	0.00	0.0%	125,496.61	49.8%
Net Ordinary Income	19,276.46	16.4%	34,758.30	41.7%	538,691.30	56.3%
Net Income	51,453.26	-411.6%	10,570.53	100.0%	113,059.38	14,513.4%
Net Income	51,453.26	-411.6%	10,570.53	100.0%	113,059.38	14,513.4%

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

	Jul - Dec 15	Budget	% of Budget
Ordinary Income/Expense			
Income			
CHARGES FOR SERVICES			
Police Reports	47.00	1,000.00	4.7%
Total CHARGES FOR SERVICES	47.00	1,000.00	4.7%
USE OF MONEY & PROPERTY			
Interest on Cash Investments	2,519.01	5,000.00	50.4%
Total USE OF MONEY & PROPERTY	2,519.01	5,000.00	50.4%
OTHER CITY TAXES			
Utility Excise Tax	5,584.77		
Total OTHER CITY TAXES	5,584.77		
MISCELLANEOUS REVENUES			
Misc. Income			
Other	-50.00	1,000.00	-5.0%
Total Misc. Income	-50.00	1,000.00	-5.0%
Contributions	475.00	250.00	190.0%
Refunds and Reimbursements	1,207.50	1,000.00	120.8%
Cable TV Franchise	6,692.34	14,000.00	47.8%
Fines			
Parking Fines	2,560.00	7,000.00	36.6%
Traffic Fines-Clk of Ct	33,628.66	90,000.00	37.4%
Total Fines	36,188.66	97,000.00	37.3%
Total MISCELLANEOUS REVENUES	44,513.50	113,250.00	39.3%
INTERGOVERNMENTAL/SHARED REVENUE			
Other State Grants/Reimburse.			
Seatbelt Incent/Traffic Safety	4,131.92		
Total Other State Grants/Reimburse.	4,131.92		
State Shared Revenues			
Commercial Property Tax Rplcmnt	0.00	4,339.00	0.0%
Road Use/Street Construction	70,729.72	105,000.00	67.4%
Total State Shared Revenues	70,729.72	109,339.00	64.7%
Total INTERGOVERNMENTAL/SHARED REVEN...	74,861.64	109,339.00	68.5%
LICENSES & PERMITS			
Beer/Wine/Liquor/Cig Permits	0.00	390.00	0.0%
Misc. Licenses/Permits			
Parking Permits	1,410.00	1,000.00	141.0%
Rental Permits	27,680.00	15,500.00	178.6%
Total Misc. Licenses/Permits	29,090.00	16,500.00	176.3%
Building/Equipment Permits	116,528.20	10,000.00	1,165.3%
Total LICENSES & PERMITS	145,618.20	26,890.00	541.5%
GENERAL PROPERTY TAXES			
Commercial Prop Tax Rplmnt adj	0.00	-4,339.00	0.0%
Insurance Levy	5,692.99	14,252.00	39.9%
Library Services Levy	9,186.07	17,143.00	53.6%
Debt Service Levy	17,500.36	32,400.00	54.0%
Transit Levy	23,902.17	44,605.00	53.6%
Benefits Levies	44,528.77	83,371.00	53.4%
Regular Property Tax	277,796.20	514,277.00	54.0%
Total GENERAL PROPERTY TAXES	378,606.56	701,709.00	54.0%
Total Income	651,750.68	957,188.00	68.1%
Gross Profit	651,750.68	957,188.00	68.1%

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

Expense	Jul - Dec 15	Budget	% of Budget
COMMUNITY & ECONOMIC DEV.			
Tree Trimming/Lawn Care	1,140.00	5,000.00	22.8%
Total COMMUNITY & ECONOMIC DEV.	1,140.00	5,000.00	22.8%
DEBT SERVICE			
Principal	0.00	30,000.00	0.0%
Interest	1,249.29	2,400.00	52.1%
Total DEBT SERVICE	1,249.29	32,400.00	3.9%
CULTURE & RECREATION			
Community Support Projects	88.00	500.00	17.6%
Parks			
Park Expenses	1,312.47	800.00	164.1%
Park Update Contribution	5,000.00	5,000.00	100.0%
Total Parks	6,312.47	5,800.00	108.8%
Library	19,881.49	44,677.00	44.5%
Total CULTURE & RECREATION	26,281.96	50,977.00	51.6%
PUBLIC WORKS			
Other Public Works			
Contracts-Other Agencies			
IC Animal Center	508.14	1,200.00	42.3%
SEATS Service	4,221.96	8,444.00	50.0%
IC Bus Service	18,027.27	36,161.00	49.9%
Total Contracts-Other Agencies	22,757.37	45,805.00	49.7%
Total Other Public Works	22,757.37	45,805.00	49.7%
Sanitation			
Contractual			
Grandview Recycling	153.00	1,200.00	12.8%
Trash/Recycling	12,224.75	20,862.00	58.6%
Leaf Vacuuming	15,686.64	13,500.00	116.2%
Total Contractual	28,064.39	35,562.00	78.9%
Total Sanitation	28,064.39	35,562.00	78.9%
Roads, Bridges, & Sidewalks			
Street Sweeping-Contractual	0.00	3,500.00	0.0%
Snow Removal-Contractual	0.00	35,000.00	0.0%
Storm water permit	0.00	3,000.00	0.0%
Traffic Controls and Safety			
Street Signs-Commodities	26.50	250.00	10.6%
Traffic Light Electricity	384.94	750.00	51.3%
Total Traffic Controls and Safety	411.44	1,000.00	41.1%
Street Lighting Electricity	4,063.84	8,500.00	47.8%
Contractual Services			
Striping/Curb Renumbering	5,218.00	6,000.00	87.0%
Repairs/Improvements			
Sunset Street landscape	0.00	2,500.00	0.0%
Arterial panel replacements	0.00	16,000.00	0.0%
Local panel replacements	0.00	13,500.00	0.0%
Melrose East - panel replacemnt	0.00	23,000.00	0.0%
Asphale patch projects	255.00	4,000.00	6.4%
Sidewalk Repairs	1,067.18		
Traffic sign assessment/mgmt	1,876.00	4,500.00	41.7%
Street Repairs	6,385.00		
Total Repairs/Improvements	9,583.18	63,500.00	15.1%

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

	Jul - Dec 15	Budget	% of Budget
Engineering Fees	55,398.39	50,000.00	110.8%
Total Contractual Services	70,199.57	119,500.00	58.7%
Total Roads, Bridges, & Sidewalks	74,674.85	170,500.00	43.8%
Total PUBLIC WORKS	125,496.61	251,867.00	49.8%
GENERAL GOVERNMENT			
Tort Liability Insurance	133.00	6,450.00	2.1%
Election Expenses	1,756.83	1,600.00	109.8%
Mayor/Council Operations			
Employee Benefits & Costs			
Unemployment Compensation	32.82	80.00	41.0%
IPERS-Council	35.72	89.00	40.1%
Medicare	43.26	87.00	49.7%
FICA	193.97	370.00	52.4%
Total Employee Benefits & Costs	305.77	626.00	48.8%
Salaries-Regular Part Time			
Mayor	983.50	1,967.00	50.0%
Council	2,000.00	4,000.00	50.0%
Total Salaries-Regular Part Time	2,983.50	5,967.00	50.0%
Total Mayor/Council Operations	3,289.27	6,593.00	49.9%
City Hall & General Buildings			
Commodities			
Supplies	0.00	200.00	0.0%
Total Commodities	0.00	200.00	0.0%
Employee Benefits & Costs			
IPERS	0.00	45.00	0.0%
FICA	0.00	31.00	0.0%
Medicare	0.00	7.00	0.0%
Total Employee Benefits & Costs	0.00	83.00	0.0%
Salaries-Regular Part Time			
Facilities Assistant	288.00	500.00	57.6%
Total Salaries-Regular Part Time	288.00	500.00	57.6%
Repair/Maint/Utilities			
Maintenance	0.00	1,000.00	0.0%
Utilities	574.00	1,600.00	35.9%
Telecommunications	1,421.81	2,000.00	71.1%
Total Repair/Maint/Utilities	1,995.81	4,600.00	43.4%
Contractual			
Rents & Leases	8,245.38	16,491.00	50.0%
Total Contractual	8,245.38	16,491.00	50.0%
Total City Hall & General Buildings	10,529.19	21,874.00	48.1%
TIF Analysis	14,000.00		
Clerk/Treasurer & Finance Admin			
Commodities			
Hardware/Software	0.00	1,000.00	0.0%
Taping meetings	0.00	250.00	0.0%
Minor Equipment/Supplies/Techno	151.25	700.00	21.6%
Office Supplies and Postage	657.77	1,000.00	65.8%
Total Commodities	809.02	2,950.00	27.4%

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

	Jul - Dec 15	Budget	% of Budget
Employee Benefits & Costs			
Unemployment Compensation	58.69	120.00	48.9%
Medicare	77.36	142.00	54.5%
FICA	330.76	608.00	54.4%
IPERS	521.04	875.00	59.5%
Total Employee Benefits & Costs	987.85	1,745.00	56.6%
Staff Development			
Dues & Memberships			
Chamber of Commerce	0.00	500.00	0.0%
Dues and Memberships	75.00	500.00	15.0%
IA League of Cities	726.00	635.00	114.3%
JCOG Assessment	1,664.83	1,665.00	100.0%
Total Dues & Memberships	2,465.83	3,300.00	74.7%
Total Staff Development	2,465.83	3,300.00	74.7%
Contractual Services			
Payments to Other Agencies			
Notary Fees	0.00	60.00	0.0%
Total Payments to Other Agencies	0.00	60.00	0.0%
Bank/CCard Fees	21.20	50.00	42.4%
Meeting Set Up Fees	270.00	125.00	216.0%
Printing/Copying	433.00	500.00	86.6%
Technology Services	997.20	750.00	133.0%
Accounting Fees	1,400.00	4,400.00	31.8%
Legal Publications	1,847.54	3,000.00	61.6%
Total Contractual Services	4,968.94	8,885.00	55.9%
Salaries-Regular Part Time			
Clerk, Treasurer, Historian	5,046.88	9,800.00	51.5%
Total Salaries-Regular Part Time	5,046.88	9,800.00	51.5%
Total Clerk/Treasurer & Finance Admin	14,278.52	26,680.00	53.5%
Legal Services	107,045.83	50,000.00	214.1%
Total GENERAL GOVERNMENT	151,032.64	113,197.00	133.4%
PUBLIC SAFETY			
Hazmat-Johnson County	525.50	526.00	99.9%
Crossing Guard			
Crossing Guard - Other	0.00	0.00	0.0%
Supplies	0.00	200.00	0.0%
Employee Benefits & Costs			
Unemployment Compensation	15.67	60.00	26.1%
Medicare	20.66	65.00	31.8%
FICA	88.35	279.00	31.7%
IPERS	131.74	402.00	32.8%
Total Employee Benefits & Costs	256.42	806.00	31.8%
Salaries			
Crossing Guard	1,975.00	4,500.00	43.9%
Total Salaries	1,975.00	4,500.00	43.9%
Total Crossing Guard	2,231.42	5,506.00	40.5%
Building Inspections			
Building / Rental Inspection	11,050.00	15,200.00	72.7%
Total Building Inspections	11,050.00	15,200.00	72.7%

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

	Jul - Dec 15	Budget	% of Budget
Fire			
Contracts w/Other Agencies			
Hydrant Flush-City of Iowa City	1,716.00	3,520.00	48.8%
Coralville Fire Dep't	15,508.50	31,820.00	48.7%
Total Contracts w/Other Agencies	17,224.50	35,340.00	48.7%
Total Fire	17,224.50	35,340.00	48.7%
Police			
Contractual Services			
Payments to Other Agencies			
Evidence testing	0.00	150.00	0.0%
County Jail/Service/Filing Fees	0.00	300.00	0.0%
Technology Services	0.00	500.00	0.0%
Total Payments to Other Agencies	0.00	950.00	0.0%
Police Insurance-Car/Liability	0.00	7,802.00	0.0%
Special Events Staff	175.00		
Printing/Copying	555.96	1,000.00	55.6%
Garage Rental	600.00	2,400.00	25.0%
Prof Serv-Psych Testing-Physica	692.00	500.00	138.4%
Total Contractual Services	2,022.96	12,652.00	16.0%
Staff Development			
Regular Officer Training			
Academy Training	0.00	7,500.00	0.0%
Training Supplies	502.22	2,000.00	25.1%
Officer Training	1,010.00	6,500.00	15.5%
Total Regular Officer Training	1,512.22	16,000.00	9.5%
Meetings & Conferences	1,576.72		
Total Staff Development	3,088.94	16,000.00	19.3%
Commodities			
Car Purchase	0.00	16,000.00	0.0%
Minor Equipment			
Regular Officer Uniform	0.00	3,500.00	0.0%
Operating Police Equipment	1,073.00	1,500.00	71.5%
Total Minor Equipment	1,073.00	5,000.00	21.5%
Major Equipment			
Car Equipment	2,250.00	5,000.00	45.0%
Total Major Equipment	2,250.00	5,000.00	45.0%
Supplies			
Business Meetings/Meals	0.00	300.00	0.0%
Operating Supplies	0.00	3,000.00	0.0%
Postage/Shipping	76.38	600.00	12.7%
Professional Memberships	330.00	400.00	82.5%
Other Supplies	733.22	2,000.00	36.7%
Office Supplies	1,128.48	3,000.00	37.6%
Ammunition	2,550.00	3,500.00	72.9%
Total Supplies	4,818.08	12,800.00	37.6%
Total Commodities	8,141.08	38,800.00	21.0%
Repair/Maint/Utilities			
Telecommunications Expense			
IT Support	719.30	1,000.00	71.9%
Verizon/Pager Fees/Mediacom	1,277.24	3,636.00	35.1%
Total Telecommunications Expense	1,996.54	4,636.00	43.1%

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

	Jul - Dec 15	Budget	% of Budget
Vehicle Repair			
Bicycle Maint/Repair	95.00	200.00	47.5%
Car Maint/Repair	2,227.91	10,000.00	22.3%
Total Vehicle Repair	2,322.91	10,200.00	22.8%
Vehicle Operations			
Other	0.00	500.00	0.0%
Washes	366.00	700.00	52.3%
Fuel	3,710.97	16,000.00	23.2%
Total Vehicle Operations	4,076.97	17,200.00	23.7%
Total Repair/Maint/Utilities	8,396.42	32,036.00	26.2%
Police Benefits & Costs			
Police SUTA	793.46	2,000.00	39.7%
Police Workers Compensation	958.00	18,031.00	5.3%
Police Medicare	2,141.31	3,869.00	55.3%
Police Health Insurance	6,704.64	13,417.00	50.0%
Police FICA	9,147.00	16,541.00	55.3%
Police IPERS	13,463.85	26,253.00	51.3%
Total Police Benefits & Costs	33,208.26	80,111.00	41.5%
Police Gross Wages			
Salaries-Reserves	0.00	24.00	0.0%
Miscellaneous Payroll Item	474.00		
Holiday & Other Pay	20,895.42	28,000.00	74.6%
Police Gross Wages	126,232.30	238,773.00	52.9%
Total Police Gross Wages	147,601.72	266,797.00	55.3%
Total Police	202,459.38	446,396.00	45.4%
Total PUBLIC SAFETY	233,490.80	502,968.00	46.4%
Total Expense	538,691.30	956,409.00	56.3%
Net Ordinary Income	113,059.38	779.00	14,513.4%
Net Income	113,059.38	779.00	14,513.4%

01/10/16

City of University Heights, Iowa
Warrants for Council Approval
 December 16, 2015 through January 12, 2016

Date	Name	Memo	Amount
Dec 16, '15 - Jan 12, 16			
12/22/2015	MidAmerican Energy	pedestrian lights at 113 Golfview	-36.82
12/22/2015	MidAmerican Energy	1301 Melrose stop light	-33.47
12/22/2015	MidAmerican Energy	1011 Melrose stop light	-28.57
12/22/2015	MidAmerican Energy	City Hall gas/electricity	-55.58
12/28/2015	MidAmerican Energy	street lights	-644.78
12/30/2015	Jones, Christian R		-1,743.12
12/30/2015	Lyon, Kristofer S		-1,241.53
12/30/2015	Schmitz, Jakub J		-1,213.53
12/30/2015	Sherman, Nicholas M		-1,510.46
12/30/2015	Simcox, Levio M		-1,146.97
12/30/2015	Plate, Harold,		-162.80
12/30/2015	Stanley, Kenneth L		-1,575.49
12/30/2015	Aldrich, Carla		-184.70
12/30/2015	From, Louise A.		-454.14
12/30/2015	Haverkamp, Michael J		-172.80
12/30/2015	Lane, James		-184.70
12/30/2015	Miller, Virginia G		-184.70
12/30/2015	Quezada, Silvia M		-184.70
12/30/2015	Anderson, Christine M.		-394.99
12/30/2015	Kimura, Lori D.		-251.04
12/30/2015	Wellmark BC/BS	monthly insurance payment	-2,602.05
12/31/2015	Internal Revenue Service	42-1109342	-3,282.62
12/31/2015	IOWA PUBLIC EMPLOYEES ...		-209.32
12/31/2015	IOWA PUBLIC EMPLOYEES ...		-3,743.70
01/01/2016	Paul J. Moore, Melrose Aven...	City Hall Rent/garages automatic deposit	-1,374.23
01/07/2016	City of Iowa City	City Hall water/sewer automatic payment	-14.22
01/08/2016	Verizon Wireless	monthly wireless service	-120.05
01/12/2016	Stan Laverman	rental inspector salary	-500.00
01/12/2016	SEATS	Seats Payment	-703.66
01/12/2016	City of Iowa City	bus, fuel for police vehicles	-3,974.03
01/12/2016	Johnson County Refuse, Inc.	December recycling	-1,738.50
01/12/2016	Mediacom	online service 1/3/16-1/2/16	-109.95
01/12/2016	Iowa City Press-Citizen	December publications	-473.53
01/12/2016	Safeguard Business Systems	parking citations for football days	-320.41
01/12/2016	Tri Tech Forensics	urine sample tests	-215.00
01/12/2016	Internet Navigator	monthly fee for city website/email service	-24.95
01/12/2016	Shive Hattery	engineering services 11/28/15-1/1/16	-3,860.99
01/12/2016	Leff Law Firm, L.L.P.	legal services 12/12/15-1/8/2016	-7,225.00
01/12/2016	Terry Goerd	December inspection services	-1,085.00
01/12/2016	Iowa City School District	facility use fees for Jan-Feb-March meetings	-90.00
01/12/2016	VISA	vacuum cleaner for city hall/postage for treasur...	-415.99
01/12/2016	VISA	water cooler rental	-8.48
01/12/2016	VISA	postage/office supplies	-892.04
01/12/2016	Pyramid Services Inc.	oil changes	-92.91
01/12/2016	Domain Listings	annual website domain name listing 2016	-105.00
01/12/2016	City of Coralville	fire protection 1/1/16-6/30/16	-15,508.50
01/12/2016	Brad Wiley	December council meeting filming & editing	-100.00
01/12/2016	Hawkeye Construction & Sno...	snow removal 11/21/15-12/13/15	-4,347.50
01/12/2016	Alex Cross	reimbursement for towing in error	-158.20

Dec 16, '15 - Jan 12, 16

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff
FROM: Josiah Bilskemper, P.E.
DATE: January 9, 2016
RE: City Engineer's Report

(1) 2015 Sidewalk Inspections (SW Quadrant)

- a. Letters with sidewalk reports were mailed to 33 properties. At this time, 10 properties have responded with requests to join the city sidewalk repair project. **The deadline to electively join the City administered sidewalk repair project is February 1, 2016.**
- b. As explained in the mailed notification letters, for property owners who prefer to perform or coordinate repairs on their own, the deadline to have sidewalk repairs completed in June 1, 2016. Sidewalks marked for repair will be inspected again after this date. If no attempt was made to repair the sidewalk, or if the unsatisfactory repairs are not corrected, the City will take charge and arrange for the repair work to be completed. In this instance, both construction and administrative costs may be higher, and the adjoining property owner will be invoiced for all such costs.
- c. *In an effort to attract more contractors to bid on the 2016 repair contract, the notification and sign-up dates are being moved ahead this year. The notification process will occur earlier (October instead of January), and the sign-up for the city administered repair project will occur earlier (February 1 instead of April 15). This will allow bids to be obtained earlier (April instead of June), therefore providing more time for the work to be completed, and hopefully generating more contractor interest. (October Mtg.)*

(2) MPOJC Report – Sign Recommendations

- a. Attached is the MPOJC report with recommended sign alterations (Melrose, Sunset, Koser and George) that was provided with Virginia's report at the November meeting, and was discussed at the December meeting. At the December meeting, council requested that Chief Stanley also review the signs and provide input. At the meeting, I anticipate discussing Chief Stanley's input and then determining if council would like to consider any of the proposed sign adjustments.

(3) One University Place – Public Improvements Project

- a. I communicated with Ron Amelon at MMS regarding the planned project schedule for the roadway and intersection improvements project.
 - i. He reports that an updated set of plans is to be submitted to the city for review in early January. I haven't received anything as of yet, but will continue to follow up with Mr. Amelon, and will forward to council when it is received.
 - ii. Mr. Amelon would like to have this project out to bidders in February, and receive bids in early March so that council could consider awarding a construction contract in March. The goal is to have the roadway and



- intersection work completed by August 1, 2016, which is the planned occupancy date for the OUP south building currently under construction.
- iii. Once the plans and specifications are reviewed and completed, council will need to take several actions associated with the public bidding process. This includes “Setting a Public Hearing,” “Holding a Public Hearing,” and then reviewing the bids received and “Consideration of Awarding a Construction Contract” based on those bids. I anticipate a special council meeting would need to be held at some point to accommodate this proposed schedule of awarding a construction contract in March 2016.
 - iv. There will also be a need during this time for the developer to provide, and the council to take action on, required legal documentation for the acquisition of additional right-of-way on the north side of the intersection. This will accommodate the realigned street on the north side of the intersection.
- b. The council approved a motion at the November 10, 2015 meeting to include replacement of several poor condition street panels on Melrose Avenue (adjacent to the One University Place frontage) as part of the One University Place Public Improvements Project being prepared by MMS Consultants. The City will be responsible for the construction costs associated with these additional panels that are outside the scope of work necessary for the OUP site construction. (Dec. Mtg.)*

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

JDB

* RECOMMEND COMPLETELY REMOVING THE EXISTING FADED "NO PARKING ANY TIME" SIGN AND POST ON THE WEST SIDE OF GEORGE STREET, ABOUT 100-FEET NORTH OF SIGN #454 WHICH WOULD NOW HAVE A NEW "NO PARKING" SIGN.

ENGINEERING COMMENTS (DEC 2015 MEETING)

Table 1: Recommended Sign Alterations

Street	Existing Sign #	Existing Sign Type	Recommended Action	Comments
Melrose/Birkdale	500	No Parking Any Time	Remove (shares post with 499)	
Melrose/Birkdale	499	Stop	None	Nearby signs sufficiently explain the parking restrictions.
Melrose	102	No Parking 2AM - 6 PM/ 2 hour Parking/ 8AM - 5PM	Remove (shares post with 477)	SIGNALS MARK BEGINNING OF ON-STREET PARKING LANE ON THE SOUTH SIDE OF MELROSE
Melrose	477	No Parking/UI Football/Home Game Days/Tow Away Zone	Remove (shares post with 102)	
Melrose	108	No Parking Any Time	Remove	
Sunset	68	No Parking Between Signs	Remove/Replace	Change the No Parking Between Signs prohibition to a No Parking Any Time sign (on new post) half-way between the existing signs. (Ordinance Change)
Sunset	64	No Parking Between Signs	Remove/Replace	
George	453	No Parking Any Time	Remove	The sign is repetitive as nearby signs clearly detail the parking restrictions.
George	452	No Parking Any Time	Relocate-RELOCATE	Relocate-the No Parking Any Time sign to post 454.
George	454	Stop Ahead	None	
George	445	No Parking Any Time	Relocate-RELOCATE	Relocate-the No Parking Any Time sign to post 443.
George	443	Stop Ahead	None	
Koser	308	School Zone	Remove or replace with End School Zone sign	It is reasonable for the school zone to have ended at this distance from the school.
Koser	309	Speed Limit 20	Remove	The sign is repetitive as nearby signs clearly detail the parking restrictions.
Koser	298	No Parking/UI Football/Home Game Days/Tow Away Zone		
Koser	297	No Parking Any Time		

** SEE NOTE BELOW

** THERE IS A SECOND SET OF THE SAME TYPE OF "PARKING" AND "UI FOOTBALL" SIGNS THREE HOUSES TO THE EAST. COULD CONSIDER CONSOLIDATING THESE SIGNS AND THE "SPEED LIMIT" SIGN A FEW MORE HOUSES DOWN ONTO ONE POST AT A CENTRAL LOCATION.

**Building Zoning & Sanitation Committee
January 2016 Report ♦ By Silvia Quezada**

Lights in the Heights II – Luminary Walk 2015 – aprox. 1,300 Lights

- Thank You to the volunteers for helping prepare luminaries and set-up/lighting
- If you have suggestions for next year, let us know as we've received some good ideas for the next time.
 - Silvia Q. & Susan Wells

Johnson County Assessor's Office & University Heights Review

- County Assessor's Office confirmed availability to present in February.
- Presentation will explain the process of recent property assessment increase, in-home inspections and next steps. Q&A to follow.

Zoning & Board of Adjustments Commissions:

- Securing training resources for Zoning Commission and Board of Adjustment members
- To convene both bodies to elect chairperson, schedule monthly meetings and review current process

Inspector Reports

Housing Inspector (Stan Laverman):

1. **Permit Tracking Software** -- Acella and UH Housing Inspector have made contact; researching Johnson County's Acella use.
2. **Front Yard Paving** - Enforcement with 1 property owner underway.
3. **Commercial Parking, Home Occupation & Rentals.** Legal opinion requested.
4. **Un-shoveled Sidewalks.** Police Department tagged non-compliant properties. Have arrangements been made for the properties that are still not in compliance?

Building Inspector (Terry Goerd)

1. 1003 Melrose – One University Place – Construction moving along.
2. Other Residential Construction – Moving along, required inspections made, completed and approved.

LIGHTS IN THE HEIGHTS II - 2015

**The City shined beautifully
Thanks to all the volunteers & sponsors
for making this possible!**

Sponsors

Susan Bruelle
Beth Cavalier
Teresa & David Giese
Amy & Tyler Gums
Robin Hayward
John McLure
Lisa Mellacker
Jerry Musser
Kim Pickering (Iowa City)
Silvia Quezada
Mary Russell (Iowa City)
Keith Rutherford (Iowa City)
Marvin Sims

Volunteers

Haruhi Abbas & Family
Randal & Sue Aitchison Family
Peter Alexander
Nancy Barth
Amy Gums
Gloria Hanson
Clayton Hargrave
JP Hourcade
Jim Lane
Art Novak
Lauren Ripley
Ruben Quezada
Silvia Quezada
Susan Wells

ORDINANCE NO. 192

AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2015 EDITION, INCLUDING APPENDIX K; ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION, INCLUDING APPENDIX F AND APPENDIX J, AND PROVIDING FOR CERTAIN AMENDMENTS TO THOSE CODES; ADOPTION OF THE STATE ELECTRICAL CODE (IOWA CODE § 103.6(1)(A)); AND ADOPTION OF THE STATE PLUMBING AND MECHANICAL CODES (IOWA CODE § 105.4(1)(A)); AND REPELAING ORDINANCE 147.

WHEREAS, the City's current building code is the 2003 edition of the International Building Code (IBC) and the International Residential Code (IRC), and the City should adopt the 2015 editions of those codes; and

WHEREAS, for purposes of uniformity throughout the State, the State Code has been amended to require all local jurisdictions to adopt the State Plumbing and Mechanical Codes by December 31, 2016; and

WHEREAS, the fuel gas code is contained in the State Plumbing Code; and

WHEREAS, for uniformity in greater Johnson County area, the City should adopt the State Electrical Code; and

WHEREAS, the purpose of this ordinance to provide for the protection of the health, welfare and safety of the residents of University Heights,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY UNIVERSITY HEIGHTS

Section I.

(A) Codes Adopted: Subject to the following amendments, the 2015 edition of the international building code (IBC) including Appendix K, electrical administrative process, and 2015 edition of the international residential code (IRC) including Appendix F, radon control methods, and Appendix J, Existing Buildings And Structures, are adopted.

(B) Additionally, the City further adopts Section 103.6(1)(a) of the Iowa Code (the Iowa State Electrical Code), Section 105.4(1)(a) of the Iowa Code (the Iowa State Mechanical Code), and Section 105.4(1)(a) of the Iowa Code (the Iowa State Plumbing Code).

(C) Collectively, these codes shall be known and may be identified, in this Ordinance and elsewhere, as "the City of University Heights Building Code" or the "Building Code". Interpretations of the building official may be guided by publications of the International Code Council, Inc., or the International Existing Building Code, or by such other and further professional and regulatory publications and information as the building official in the official's reasonable discretion deems prudent and appropriate.

(D) Interpretation of Building Code provisions: The provisions of the Building Code shall be held to be the minimum requirements adopted for the protection of the health, safety and welfare of the residents of the City of University Heights. Any higher standards in the state statute or City ordinance shall be applicable.

(E) Amendments to Code: The following sections of the 2015 edition of the international building code and 2015 edition of the international residential code are amended as follows:

(1) Section 101.1 of both the IBC and IRC. Delete Section 101.1 of both the IBC and IRC and insert in lieu thereof the following:

101.1 Title. These regulations shall be known as the Building Code of City of University Heights, hereinafter referred to as "this code."

(2) Section 105.2 of both the IBC and IRC. Delete Section 105.2 of both the IBC and IRC and insert in lieu thereof the following:

105.2 Work Exempt from Permit. A permit shall not be required for the following:
Building

1. One-story detached accessory structures used as tool and storage sheds, playhouses and

similar uses, provided the floor area does not exceed 144 square feet provided the structure is not located in a flood hazard area.

2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls which are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools which are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
12. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
13. Movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
14. For structures regulated by the IRC the reapplication of shingles and roof sheathing provided:
 - a. Less than 50% of the structural sheathing is replaced and other structural alterations are not required.

Note: Applying solid sheathing over space sheathing is not considered structural sheathing.
15. For structures regulated by the IRC replacing windows provided:
 - a. Replacement window(s) is in compliance with Appendix J.
16. For structures regulated by the IRC replacing exterior doors, including garage doors, provided:
 - a. Replacement door(s) is in compliance with Appendix J.

Note: screen and storm doors do not require a permit regardless of the location.

(3) Electrical:

1. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by this code.
2. Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.
3. Temporary decorative lighting.
4. Repair or replacement of current-carrying parts of any switch, contactor, control device or contact device of the same type and/or rating.

5. Replacement of non-emergency over-current device of the required ampacity and interrupt rating in the same location.
6. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
7. Temporary wiring for experimental purposes in suitable experimental laboratories.
8. The wiring for temporary theater, motion picture or television stage sets.

(4) Gas:

1. Portable heating, cooking or clothes drying *appliances*.
2. Replacement of any minor part that does not alter approval of *equipment* or make such *equipment* unsafe.

(5) Portable-fuel-cell *appliances* that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating *appliances*.
2. Portable ventilation *appliances*.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling *equipment* regulated by this code.
5. Replacement of any minor part that does not alter approval of *equipment* or make such *equipment* unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell *appliances* that are not connected to a fixed piping system and are not interconnected to a power grid.
9. The replacement of fixed appliances provided however that the replacement appliance is in the same location and has a rating equal to or less than the appliance being replaced, and it is not necessary to remove, replace, alter, or install any additional ductwork or piping.

(6) Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement or removal and reinstallation of any fixture or appliance, provided, however, that the fixture or appliance is installed at the same location and it is not necessary to remove, replace, alter, or install any piping. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the Code or any other laws or ordinances of this jurisdiction.

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in a manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

(7) Section 105.5 of both the IBC and IRC. Modify Section 105.5 of both the IBC and IRC by adding a sentence to the end as follows:

In no case shall the permit be effective unless the work covered by the permit has a documented inspection every 6 months minimum and is completed within 24 months of the date on which the original permit was issued.

(8) Section 105.8 of the IBC and R105.10 of the IRC. Add two new Sections 105.8 and 105.8.1 to the IBC and R105.10 and R105.10.1 to the IRC as follows:

105.8(IBC) R105.10(IRC) Demolition permits required. A demolition permit shall be required as follows:

1. For the removal of any building or structure.
2. For the removal of any portion of a building (i.e. porch, porch railing, decorative brackets and trim, dormers, chimneys, etc.)

105.8.1(IBC) and R105.10.1 Requirements. The applicant for any demolition permit shall state on the application the proposed disposal plans for all demolition materials. No demolition permit shall be issued until seven (7) working days after the date an application has been properly filed and said demolition permit shall not be effective until applicant has posted the premises to be demolished with a notice to be provided by the City and as directed by the City; provided, however, that accessory buildings as defined in the City of University Heights Zoning Ordinance and dangerous buildings shall be exempt from said notice and waiting requirement.

(9) Section 105.9 of the IBC and R105.11 of the IRC. Add two new Sections 105.9 to the IBC and R105.11 to the IRC as follows:

105.9 (IBC) and R105.11 (IRC) Permittee:

1. An electrical, plumbing or mechanical permit may be issued to any person holding a valid master license for the respective trade as described in Section 17-11-1 E of the City of University Heights Code, or to any company who employs a duly licensed master in the respective trade on a full-time basis who supervises the work of the apprentice and or journeymen during the company's normal business hours.
2. An electrical, plumbing or mechanical permit may be issued to the owner of an existing owner-occupied single-family dwelling, pursuant to a valid certificate of occupancy and used exclusively for residential purposes, to do any electrical work in connection with said dwelling and accessory buildings. The owner must personally purchase all material and perform all labor in connection with the permit.

(10) Section 105.10 of the IBC and R105.12 of the IRC. Add two new Sections 105.10 to the IBC and R105.12 to the IRC as follows:

105.10 (IBC) and R105.12 (IRC) Insurance:

Before any permit to perform electrical or plumbing work may be issued, the applicant shall have on file with the building official a copy of a certificate of insurance stating the liability amounts of no less than three hundred thousand dollars (\$300,000.00) property damage and five hundred thousand dollars (\$500,000.00) bodily injury. The city shall be named as additional insured. The policy shall also provide for at least ten (10) days' notice by the insurer to the city of termination of the policy by the insured or insurer. Electrical permits issued under sections 105.9 (IBC) and R105.11 (ICR) 2 and 3 shall be exempted from this insurance requirement.

(11) Section R107.3 of the IRC and Section 108.3 of the IBC. Amend Section R107.3 of the IRC and Section 108.3 of the IBC as follows:

R107.3 (IRC) 108.3 (IBC) Temporary Power: Replace the "NFPA 70" with "Iowa State Electrical Code.".

(12) Section R108.2 of the IRC and Section 109.2 of the IBC. Delete Section R108.2 of the IRC and Section 109.2 of the IBC and insert in lieu thereof the following:

R108.2 (IRC) 109.2 (IBC) Permit Fees and Valuations. The fee for any permit shall be as set forth in the permit fee schedule as established by resolution of the City Council. The determination of value or valuation under any of the provisions of this Code shall be made by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work

for which the permit is issued, as well as all finish work, painting, roofing, site grading, paving, landscaping, elevators, and other permanent equipment. The value to be used in computing the value of construction for reports shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, site grading, paving, landscaping, elevators, fire extinguisher systems and other permanent equipment.

(13) Section R108.5 of the IRC and Section 109.6 of the IBC: Delete Section R108.5 in the IRC and Section 109.6 of the IBC and insert in lieu thereof the following:

R108.5 (IRC) 109.6 IBC Refunds: The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee within one hundred eighty (180) days from the date of fee payment.

(14) Section R108.6 of the IRC and Section 109.4 of the IBC. Delete Section 108.6 of the IRC and Section 109.4 of the IBC and insert in lieu thereof the following:

R108.6 (IRC) 109.4 (IBC) Work commencing before permit issuance: Any person who commences work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee equal to the amount of the permit fee plus a penalty of twice the amount of the permit. This fee shall be collected whether or not a permit is issued. The payment of such fee shall not exempt any person from compliance with all other provisions of this Code or from any penalty prescribed by law. Only the Building Official may reduce this fee when it is demonstrated that an emergency existed that required the work to be done without a permit.

(15) Section 202 of both the IBC and IRC. Add new definition as follows:

Authority Having Jurisdiction. The organization, office, or individual responsible for approving equipment, materials, an installation, or a procedure.

(16) Section 202 of both the IBC and IRC. Add new definition as follows:

Chief Electrical Inspector. A building inspector who either is the authority having jurisdiction or is designated by the authority having jurisdiction and is responsible for administering the requirements of this code.

(17) Section 202 of both the IBC and IRC. Add new definition as follows:

Electrical Inspector. A building inspector authorized to perform electrical inspections.

(18) Section 202 of both the IBC and IRC. Add new definition as follows:

Emergency Communications Center. Shall mean the Johnson County Emergency Communications Center.

(19) Section 202 of the IBC and IRC. Modify definitions as follows:

Habitable space: Add a sentence to the end of the definition of habitable space or room to read as follows: Basement areas finished to a degree to encourage their use as anything other than storage or mechanical rooms shall be considered habitable space.

(20) Section R202 of the IRC. Delete definition of Accessory Structure and insert in lieu thereof the following: ACCESSORY STRUCTURE. See Zoning Definitions in the City Code.

(21) Table R301.2 (1) of the IRC Modify by inserting data in the table as follows:

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice-Barrier Underlayment Required	Flood Hazards		Air Freezing	Mean Annual
	Speed (mph)	Topographic effects, Special wind region, or		Weathering	Frost line	Termite			NFIP	FIRM Maps		

		Wind-borne debris zone			depth						Index	Temp
25	115	No	A	Severe	42"	Moderate Heavy	-5°F	Yes	5/22/77	2/16/07	2000	50°F

(22) Section R302.5.1 of the IRC. Delete Section R302.5.1 of the IRC and insert in lieu thereof the following:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycombcore steel doors not less than 1 3/8 inches (35 mm) thick, or 20-minute fire-rated doors.

(23) Section R302.13 of the IRC. Delete Section R302.13 of the IRC entirely.

(24) Section R304.1 of the IRC. Delete Section R304.1 of the IRC and insert in lieu thereof the following:

R304.1 Minimum area. Habitable rooms shall have a floor area of not less than 70 square feet .
Exception: Kitchens.

(25) Section R310.6 of the IRC. Delete Section R310.6 in the IRC and insert in lieu thereof the following:

R310.6 Alterations or repairs of basements in structures built after May 10, 1989. An emergency escape and rescue opening is not required where existing basements undergo alterations or repairs.
Alterations or repairs in structures built prior to May 10, 1989 shall conform to Appendix J Section AJ102.4 Replacement windows.
Exception: New sleeping rooms created in an existing basement shall be provided with emergency escape and rescue openings in accordance with Section R310.1.

(26) Section R312.2 of the IRC and 1015.8 of the IBC. Delete Section R312.2 of the IRC and 1015.8 of the IBC entirely.

(27) Section R313 of the IRC: Delete Section R313 of the IRC entirely.

(28) Section R320.2 of the IRC. Add Section R320.2 in the IRC as follows:

R320.2 Accessibility for projects other than those mentioned in Section R320.1.

R 320.2.1 Scope. The provisions of this section are enacted to implement universal design features that provide accessibility, usability and visit-ability for all.

R320.2.2 Definition. Public funds shall mean funding or assistance from the City of University Heights or any agent thereof through any of the following means:

1. a building contract or similar contractual agreement involving a City-funded program or fund;
2. any real estate received by the owner through a subsidy, lease, or donation by the City or its agents;
3. preferential tax treatment, bond assistance, mortgage assistance, or similar financial advantages from the City or its agents;
4. disbursement of federal or state construction funds including a Community Development Block Grant; or
5. a City contract to provide funding or a financial benefit for housing.

R320.2.3 Applicability. The amendment applies to new one- and two-family dwellings and is not required for new townhouses, accessory apartments or existing structures for repairs, alterations, change of occupancy or additions unless the square footage of the addition is more than 25% of the existing structure, then, the addition must comply.

Exception: Applies to new townhouses constructed using public funds.

The minimum usability requirements are as follows:

1. Step-less Entrance: At least one building entrance must be designed, without encroaching into any required parking space, that complies with the City of University Heights Building Code standard for an accessible entrance on an accessible route served by a ramp in accordance with section R311.8 or a no-step entrance. The accessible route must extend from a vehicular drop-off, or parking to a building entrance. The entry door must have a minimum net clear opening of thirty-two inches (32").

Exception:

1. If public funds are used the step-less entrance must be provided.
2. The building official may waive this requirement based upon the determination that strict compliance is financially or environmentally impractical. Split-level and townhouse style homes may be exempted.

2. Interior doors: At least one bedroom and one bathroom (if either are provided) and all other passage doorway header widths, on the level served by the designed step-less entrance, must be framed to accommodate a minimum 38" clear rough opening. The framing for the doorway width opening may be reduced to accommodate any door size.

Exception:

1. If public funds are used the minimum door clear opening shall be thirty-two inches (32") when the door is open ninety degrees (90), measured between the face of the door and the opposite stop.
2. Doors serving closets twenty-four inches (24") or less in depth need not be framed to 38" clear opening width.

Note: A 34" door hung in the standard manner provides an acceptable 32" opening.

3. Sanitation facilities: There must be at least one bathroom containing a water closet (toilet) and lavatory (sink) on the level of the dwelling to be accessed by the designed step-less entrance. The room shall have a minimum thirty inches (30") by forty-eight inches (48") clear floor space at the water closet and lavatory. The clear floor space can be shared by both fixtures. The clear floor space shall not be obstructed by a doorway swing.

The plans must show a shower, bathtub or combination tub/shower can be provided within the room or an adjoining room without removing part of the concrete floor to provide necessary plumbing to the future plumbing fixture(s).

Exception:

1. If public funds are used a shower, bathtub or combination tub/shower shall be provided within the room.
2. Doors may swing into the clear floor space provided at any fixture if sufficient maneuvering space is provided within the room for a person using a wheelchair or other mobility aid to enter and close the door, use the fixtures, reopen the door and exit. Maneuvering space may include any knee space or toe space available below bathroom fixtures.
3. The building official may waive this requirement based on the determination that strict compliance is financially impractical.

4. Wall Reinforcement: A bathroom must be provided with wood blocking installed within wall framing to support grab bars as needed. The wood blocking, when measured to the center, will be located between thirty-three inches (33") and thirty-six inches (36") above the finished floor. The wood blocking must be located in all walls adjacent to and behind a toilet.

Exception: Backing is not required behind pre-manufactured showers and bathtubs.

5. Decks: All exterior decks and patios surfaces adjacent to the level served by the designed step-less entrance must be built within four inches (4") of the dwellings finish floor level. Decks shall be a minimum 50% the size of a patio that is served by level served by the designed step-less entrance.

6. Switch and outlet requirements: All wall switches, controlling light fixtures, fans, all temperature control devices and all receptacles shall be located in an area between fifteen (15) and forty-eight (48) inches above finished floor. The height will be determined by measuring from the finished floor to the center of the device. When the control or receptacle placement is prohibited by the height of the window or design feature, alternative locations may be approved by the building official.

7. Electrical panel requirements: Electrical panels on the level of the dwelling to be accessed by the designed step-less entrance shall be located so that the individual circuit breakers are located between 15" and 54 " above the floor.

8. Garages: Must be wired for power operated overhead

(29) Section R326 of the IRC. Delete Section R326 of the IRC entirely.

(30) Section R403.1.4.1 of the IRC. Modify by deleting all exceptions and inserting in lieu thereof the following:

Exceptions:

1. One story detached accessory buildings of wood or steel frame construction not used for human occupancy and not exceeding one thousand (1,000) square feet in floor area may be constructed using slab on grade construction as follows. The slab shall be three and one half inches thick, poured monolithically with thickened perimeter footings extending twelve inches (12") below finish grade and be twelve inches (12") wide at the base. The top of the foundation shall not be less than six inches (6") above finish grade. Reinforcement of the slab, including the thickened portion, shall be minimum 6x6-10/10 welded wire mesh, #4 deformed reinforcing bars at twenty four inches (24") on center each way or fiber mesh reinforced concrete.

2. One-story wood or metal frame building not used for human occupancy and not over 200 square feet in floor area may be constructed with walls supported on a wood foundation plate or "skids" when approved by the building official.

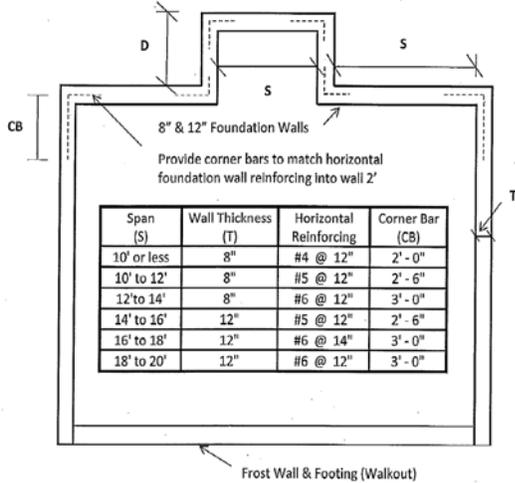
3. Decks not supported by the structure need not be provided with footings that extend below the frost line.

(31) Section R404.1.1 of the IRC: Amend Section R404.1.1 of the IRC by adding an Exception after number 2 as follows:

Exception: Foundation walls with unbalanced lateral forces created by finish grade, i.e. walkout basements which are exempt from the Iowa Architectural Act shall be designed by a licensed structural engineer or constructed in accordance with the Table R404.1.1(5) and diagram as follows:

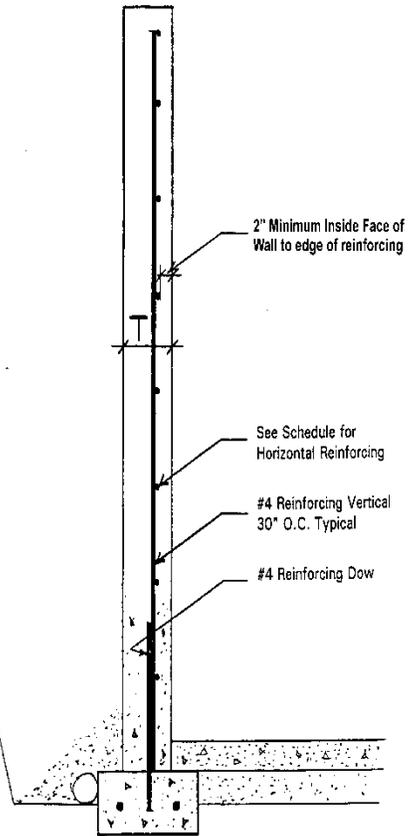
Table R401.1.1(5)

CB = Corner Bars
S = Span of Wall
T = Thickness
D = 4' Offset



Notes:

1. Corner Bars are required in addition to horizontal reinforcing.
2. All Corner Bar reinforcing splices shall be lapped a minimum of 24".
3. If span (S) is greater than 16', the minimum dimension of (D) shall be 6'.



(32) Section R404.1.3 of the IRC. Modify Section R404.1.3 by adding a second paragraph as follows:

Wall thickness may be reduced to eight inches (8") if a minimum of three (3) one-half inch diameter deformed ASTM A615 grade 40 steel bars are placed horizontally at the center of the wall thickness with one bar located within 14" of the top, one bar within 14" of the bottom and one bar located within 14" of the mid-height of the wall provided the wall height does not exceed eight feet (8').

(33) Section 423.4 of the IBC. Delete Section 423.4 in its entirety and insert in lieu thereof the following:

Group E occupancies. In areas where the shelter design wind speed for tornados is 250 MPH in accordance with Figure 304.2(1) of ICC 500, all new Group E occupancies shall have a storm shelter constructed in accordance with ICC 500. The shelter shall be capable of housing the total occupant load of the Group E occupancy or as required by 661-301 of the Iowa State Building Code, whichever is more restrictive.

Exceptions:

1. Group E day care facilities.
2. Group E occupancies accessory to places of religious worship.
3. Buildings meeting the requirements for shelter design in ICC 500.
4. Portable buildings.

(34) Section 501.2 of the IBC (F). Modify by inserting the following after the second sentence:

From 100-199 feet from the street the number shall be a minimum of 6 inches high with a minimum stroke of 0.5 inches. From 200-299 feet from the street the numbers shall be a minimum 8 inches high with a minimum stroke of 0.5 inches. For each additional 100 feet from the street, the number shall increase by an additional 2 inches in height. Measurements to determine the minimum number size shall be measured from the approved address location to the center line of the street for which the premises is addressed.

(35) Section R703.2 of the IRC. Modify by deleting the last sentence in the paragraph.

(36) Section R807.1 of the IRC. Modify by adding a sentence at the end of the second paragraph as follows:

The opening shall not be located in a closet, bathroom, mechanical room, laundry room, or similar room or location.

(37) Section 903.2.2 of the IBC (F). Delete Section 903.2.2 of the IBC and replace with:

903.2.2 Group B ambulatory health care facilities. An automatic sprinkler system shall be installed throughout all fire areas containing a Group B ambulatory health care facility occupancy.

(38) Section 903.3.5.3 of the IBC (F). Add a new Section 903.3.5.3 in the IBC to read as follows:

903.3.5.3 Water supply safety margin. Provide a minimum 10%, but not less than 5 psi, safety margin above static pressure in the fire protection system hydraulic calculation.

(39) Section 903.4.2 of the IBC (F). Delete Section 903.4.2 of the IBC and replace with:

903.4.2. Alarms. An approved weatherproof horn/strobe device shall be mounted directly above the fire department connection between seven (7) and ten (10) feet in height above grade. The water-flow alarm device shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Approved and supervised audible visual notification appliances shall be installed on each level of the interior of the building as required by the fire code official and NFPA 72.

(40) Section 903.6 of the IBC (F). Add a new Section 903.6 to the IBC to read as follows:

903.6 Zones. Automatic sprinkler system zones shall not exceed the area permitted by NFPA 13 or NFPA 13R and shall provide a sprinkler control valve and water flow device for each normally occupied floor

(41) Section 906.1 of the IBC (F). Delete the exception without substitution.

(42) Section 906.3 of the IBC (F). Add a sentence to the end of the section to read as follows:

The minimum rating of any required portable fire extinguisher for Class A, Class B, or Class C hazard shall be 2-10 B C

(43) Section 907.2 of the IBC (F). Delete the section and replace with:

907.2 Where required-new buildings and structures. An approved and addressable fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with 907.5, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

EXCEPTION:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.

(44) Section 907.2.1 of the IBC (F). Delete the "exception" in Section 907.2.1 in its entirety and insert in lieu thereof the following exceptions:

EXCEPTION:

1) Except for Group A-2 occupancies with occupant loads of 200 or more, manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system and the alarm notification appliances will activate upon sprinkler water flow.

2) Group A-2. An automatic/manual fire alarm system shall be installed in Group A-2 occupancies with and occupant load of 200 or more. Activation of the fire alarm shall additionally cause:

a. Illumination of the protected premises to not less than 10 foot-candles over the area of the room at a height of 30 inches above the floor; and

b. All conflicting or confusing sounds and visual distraction to automatically stop.

(45) Section 907.2.3 of the IBC (F). Modify by adding a sentence to the end of the first paragraph as follows:

New and existing educational occupancies shall have a monitored fire alarm system.

(46) Section 907.2.3 of the IBC (F). Modify by adding a 4¹ exception as follows:

4. Day care occupancies classified as Group E Occupancy shall not require a monitored fire alarm system unless required elsewhere in the code.

(47) Section 907.2.11.2 of the IBC. Modify by adding a fourth location requirement as follows:

4. Supervised smoke alarms shall be installed in all common corridors and at the top and bottom of all stairway enclosures in Groups R-2, R-4 and 1-1 occupancies. In corridors, detectors shall be located within fifteen (15) feet of the end of the corridor and in such a way that one detector is located for each thirty (30) feet of corridor length or spaced as allowed by the code.

(48) Section 907.4.2 of the IBC. Modify by adding a sentence to the end of the section to read as follows:

Where in the opinion of the code official manual fire alarm boxes may be used to cause false fire alarms, the code official is authorized to modify the requirements for manual fire alarm boxes.

(49) Section 907.6.4 of the IBC (F). Modify by deleting the exception and inserting in lieu thereof the following exception:

Exception: Automatic sprinkler system zones shall not exceed the area permitted by NFPA 13 and shall provide a sprinkler control valve and waterflow device for each normally occupied floor.

(50) Section 907.6.4.3 of the IBC (F). Add a section to read as follows:

Section 907.6.4.3 Zone and address location labeling. Fire alarm and/or annunciator panels shall have all zones and address points plainly and permanently labeled as to their location on the outside of the panel or on an easily readable map of the building.

(51) Section 907.6.6 of the IBC (F). Modify Section 907.6.6 by adding two sentences to the end as follows:

Each address point identification, shall have an alpha/numeric descriptor location. Alpha/numeric descriptor locations are required to be reported to the Emergency Communications Center upon activation of supervisory and/or alarm conditions as specified by the fire code official.

(52) Section 910.2 of the IBC (F). Delete exception 2 without substitution.

(53) Section 910.3.2.2 of the IBC (F). Delete Section 910.3.2.2 and replace with:

910.3.2.2 Sprinklered buildings. Where installed in buildings provided with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically by actuation of a heat-responsive device rated at least 100 degrees F (38 degrees C) above the operating temperature

of the sprinkler.

Exception: Gravity-operated drop-out vents complying with Section 910.3.2.1.

(54) Section 912.6 of the IBC (F). Add a new section 912.6 to the IBC to read as follows:

912.6 Size. Minimum fire department connection size shall be 2 1/2 inch National Standard Thread.

(55) Section 912.7 of the IBC (F). Add a new section 912.7 to the IBC to read as follows:

912.7 Water supply. Fire department connections shall be located not more than 100 feet from a hydrant and both the fire department connection and hydrant shall be located on the same side of the fire department access or as approved by the fire code official.

(56) Section 1011.3 of the IBC. Modify by adding a third exception as follows:

EXCEPTION:

3. Stairs within individual dwelling units of Residential Group R occupancies that existed prior to 8/28/02 (adoption of the 2000 IRC) are permitted a 78-inch (6'-6") headroom clearance.

(57) 1015.8 of the IBC. Delete Section 1015.8 of the IBC entirely.

(58) Section 1023.4 of the IBC. Modify Section 1023.4 by adding a fourth unnumbered paragraph as follows:

Fire door assemblies that provide access to a non-pressurized interior exit of R-2 occupancies shall also be automatic closing by actuation of a smoke detector.

(59) Section 1029.2 of the IBC (F). Modify by adding two new exceptions as follows: EXCEPTION:

1) Except for Group A-2, in assembly occupancies where there is no well-defined main exit or where multiple main exits are provided, exits shall be permitted to be distributed around the perimeter of the building provided that the total width of egress is not less than 100 percent of the required width.

2) The main entrance/exit of A-2 occupancies shall be of a width that accommodates not less than two-thirds of the total occupant load

(60) Section 1030.1 of the IBC. Modify by deleting the exceptions and inserting in lieu thereof the following:

EXCEPTIONS:

1. The emergency escape and rescue opening is permitted to open onto a balcony within an atrium in accordance with the requirements of Section 404 provided the balcony provides access to an exit and the dwelling unit or sleeping room has a means of egress that is not open to the atrium.

2. Regardless of what Tables 1006.3.2(1) and 1006.3.2(2) allow, all group R-2 occupancies other than hotels and motels must be provided with emergency escape & rescue openings.

3. Emergency escape and rescue openings are not required from basements or sleeping rooms that have an exit door or exit access door that opens directly into a public way or to a yard, court or exterior exit balcony that opens to a public way.

(61) Section 1030.3 of the IBC. Modify by adding an exception as follows:

EXCEPTION: For emergency escape and rescue openings required for the remodeling or finishing of space in an existing basement, the maximum sill height may be measured from an elevated landing not less than 36 inches wide, not less than 18 inches out from the interior finish of the exterior wall and not more than 24 inches in height. The landing shall be permanently affixed to the floor below and the wall under the window it serves.

(62) Section 1030.6 of the IBC. Add a new Section 1030.6 to the IBC to read as follows:

Section 1030.6. Emergency escape windows under decks and porches. Emergency escape windows

are allowed to be installed under decks and porches provided the location of the deck allows the emergency escape window to be fully opened and provides a path not less than 36 inches in height to a yard or court.

(63) Chapter 11 of the IRC. Delete Chapter 11 in its entirety and insert in lieu thereof the following:

Chapter 11 Energy Efficiency, Section N1101. Energy efficiency for the design and construction of building regulated by this code shall be as required by 661-303 of the Iowa State Administrative Code.

(64) Chapter 11 of the IBC. Delete Chapter 11 in its entirety and insert in lieu thereof the following:

Chapter 11 Accessibility, Section 1101. Buildings or portions of buildings shall be accessible to persons with disabilities as required by 661-302 of the Iowa State Administrative Code.

(65) Section 1209.2 of the IBC. Modify by adding a second unnumbered paragraph as follows:

1209.2 Attic spaces. The opening shall be located in a corridor, hallway, or other readily accessible location. The opening shall not be located in a closet, bathroom, mechanical room, laundry room, or similar room or location. Attics with a maximum vertical height of less than thirty inches need not be provided with access openings.

(66) Chapter 13 of the IBC. Delete Chapter 13 in its entirety and insert in lieu thereof the following:

Chapter 13 Energy Efficiency, Section 1301. Energy efficiency for the design and construction of building regulated by this code shall be as required by 661-303 of the Iowa State Administrative Code.

(67) Section G2406.2 (303.3) of the IRC. Prohibited locations of the IRC. Modify by deleting exceptions 3 and 4.

(68) Section G2415.3 (404.3) of the IRC. Prohibited locations of the IRC. . Modify by deleting the last sentence.

(69) Part VII Plumbing, Chapters 25 through 33 inclusive of the IRC. Delete Part VII Plumbing Chapters 25 through 33 inclusive of the IRC and insert the following:

Part VII Plumbing, Chapter 25

Section P2501 GENERAL

P2501.1 Scope. Plumbing systems shall comply with the Iowa State Plumbing Code.

Administrative Provisions. The Plumbing Code shall be administered in accordance with administrative provisions in chapter 1 of this code as amended.

(70) Chapter 27 of the IBC. Delete Chapter 27 of the IBC and insert the following:

Chapter 27 Electrical

Section 2701.1 Scope. Electrical systems shall comply with the Iowa State Electrical Code.

Administrative Provisions. The Electrical Code shall be administered in accordance with administrative provisions in chapter 1 of this code as amended and Appendix K as amended.

(71) Chapter 28 of the IBC. Delete chapter 28 of the IBC and insert the following:

Chapter 28 Mechanical Systems

Section 2801.1 Scope. Mechanical systems shall comply the Iowa State Mechanical Code with the following amendments:.

Administrative Provisions. The Mechanical Code shall be administered in accordance with administrative provisions in chapter 1 of this code as amended.

Commercial Kitchen Hood Exhaust Termination:

In addition to the code requirements for commercial kitchen hood exhaust terminations locations, the following shall apply:

For new construction, change in occupancy or change in use, that requires a new commercial kitchen hood or revisions to an existing commercial kitchen hood, the new or existing commercial kitchen hood exhaust duct shall terminate as follows:

1. Above the roof level without passing through an exterior wall; or
2. Through an alley facing exterior wall provided the termination is above the roof level; or
3. To an alley right of way per 3202.3.2 of the International Building Code.

(72) Chapter 29 of the IBC. Delete Chapter 29 of the IBC and insert the following

Chapter 29 Plumbing Systems

Section 2901.1 Scope. Plumbing systems shall comply with the Iowa State Plumbing Code. Administrative Provisions. The Plumbing Code shall be administered in accordance with administrative provisions in chapter 1 of this code as amended.

(73) Section 3002.4 of the IBC. Delete Section 3002.4 of the IBC and insert in lieu thereof the following:

3002.4 Elevator car to accommodate ambulance stretcher.

In buildings four or more stories above, or four or more stories below, grade plane, at least one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches (610 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches (76 mm) high and shall be placed inside on both sides of the hoistway door frame.

(74) Part VIII Electrical, Chapters 34 through 43 inclusive of the IRC. Delete Part VIII Electrical Chapters 34 through 43 inclusive of the IRC and insert the following:

Part VIII Electrical, Chapter 34

Section E3401 GENERAL

E3401.1 Applicability. Electrical systems shall comply with the Iowa State Electrical Code.

(75) (Appendix K of the IBC.)

(76) Section K103.2 of the IBC. Work exempt from permit. Delete Section K103.2 in the IBC and insert in lieu thereof the following:

Section K103.2 Work exempt from permit. See section 105.2 in both the IRC and IBC.

(77) Section K106.5 of the IBC. Add a new Section K106. 5 as follows:

Section K106. 5 Energy Connections; An electrical system or equipment regulated by this code for which a permit is required shall not be connected to a source of energy or power until approved by the building official.

(78) Section K106.6 of the IBC. Add a new Section K106. 6 as follows:

Section K106. 6 Temporary Energy Connections. The building official may authorize the temporary connection of the electrical system or equipment to the source of energy or power for the purpose of testing the equipment, or for use under a temporary certificate of occupancy.

(79) (Appendix J of the IRC.)

(80) Section AJ102.4 of the IRC. Delete Section AJ102.4 of the IRC and insert in lieu thereof the following:

AJ102.4 Replacement windows and doors. Regardless of the category of work, where an existing window or door, including the sash and glazed portion, or safety glazing is replaced, the replacement window, door or safety glazing shall comply with the requirements of Sections AJ102.4.1 through AJ102.4.3, as applicable.

(81) Section AJ102.4.1 of the IRC. Delete Section AJ102.4.1 of the IRC and insert in lieu thereof the following:

AJ102.4.1 Energy efficiency. Replacement windows or doors shall comply with the requirements of Chapter 11.

(82) Section AJ102.4.4 of the IRC. Delete Section AJ102.4.4 of the IRC entirely.

(83) Section AJ501.7 of the IRC. Delete Section AJ501.7 and insert in lieu thereof the following:

AJ501.7 Ceiling height. *Habitable spaces* created in existing *basements or attics* shall have ceiling heights of not less than 6 feet, 8 inches (2032 mm), except that the ceiling height at obstructions shall be not less than 6 feet 4 inches (1930 mm) from the *basement or attic* floor. Existing finished ceiling heights in nonhabitable spaces in *basements or attics* shall not be reduced.

(84) Section AJ501.8.1 of the IRC. Delete Section AJ501.8.1 of the IRC and insert in lieu thereof the following:

AJ501.8.1 Stair width. Existing *basement and attic* stairs and handrails not otherwise being altered or modified shall be permitted to maintain their current clear width at, above and below existing handrails.

(85) Section AJ501.8.2 of the IRC. Delete Section AJ501.8.2 of the IRC and insert in lieu thereof the following:

AJ501.8.2 Stair headroom. Headroom height on existing *basement or attic* stairs being altered or modified shall not be reduced below the existing stairway or attic finished headroom. Existing *basement or attic* stairs not otherwise being altered shall be permitted to maintain the current finished headroom.

(86) Section AJ501.8.3 of the IRC. Delete Section AJ501.8.3 of the IRC and insert in lieu thereof the following:

AJ501.8.3 Stair landing. Landings serving existing *basement or attic* stairs being altered or modified shall not be reduced below the existing stairway landing depth and width. Existing *basement or attic* stairs not otherwise being altered shall be permitted to maintain the current landing depth and width.

(87) Section AJ601.4 of the IRC. Delete Section AJ601.4 of the IRC and insert in lieu thereof the following:

AJ601.4 Ceiling height. *Habitable spaces* created in existing *basements and attics* shall have ceiling heights of not less than 6 feet, 8 inches (2032 mm), except that the ceiling height at obstructions shall be not less than 6 feet 4 inches (1930 mm) from the *basement or attic* floor. Existing finished ceiling heights in nonhabitable spaces in *basements or attics* shall not be reduced.

SECTION II. REPEALER. Ordinance No. is hereby repealed.

SECTION III CONFLICTS. If any section, provision or part of the Ordinance, as now existing or as hereafter amended, conflicts with the University Heights Zoning Ordinance, Ordinance No. 79, or the University Heights Rental Housing Code, Ordinance No. 110, as either now exists or is hereafter amended, such conflicts will be resolved by applying and enforcing the more stringent or more restrictive provision or provisions.

SECTION IV. SEVERABILITY. If any section, provision or part of the Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION V. EFFECTIVE DATE. This Ordinance shall be in effect after final passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2016.

MAYOR

ATTEST: _____
CITY CLERK

Approved by

City Attorney's Office

University Heights January 2016 eGovernment Report

U-H Website Updates/Statistics December 1-31, 2015

- **December 31, 2015**
 - Mayor and Council page update, Christmas tree pickup dates
- **December 18, 2015**
 - OUP Construction Update
- **December 13, 2015**
 - Council meeting agenda and attachments
- **December 11, 2015**
 - Lights in Heights postponed
- **December 1, 2015**
 - Lights in Heights

Monthly Statistics from Stat Counter

Page Views	Unique Visits	1 st Time Visits	Returning Visits	
1,084	773	562	211	Total
35	25	19	7	Average

Monthly Statistics from Webalyzer

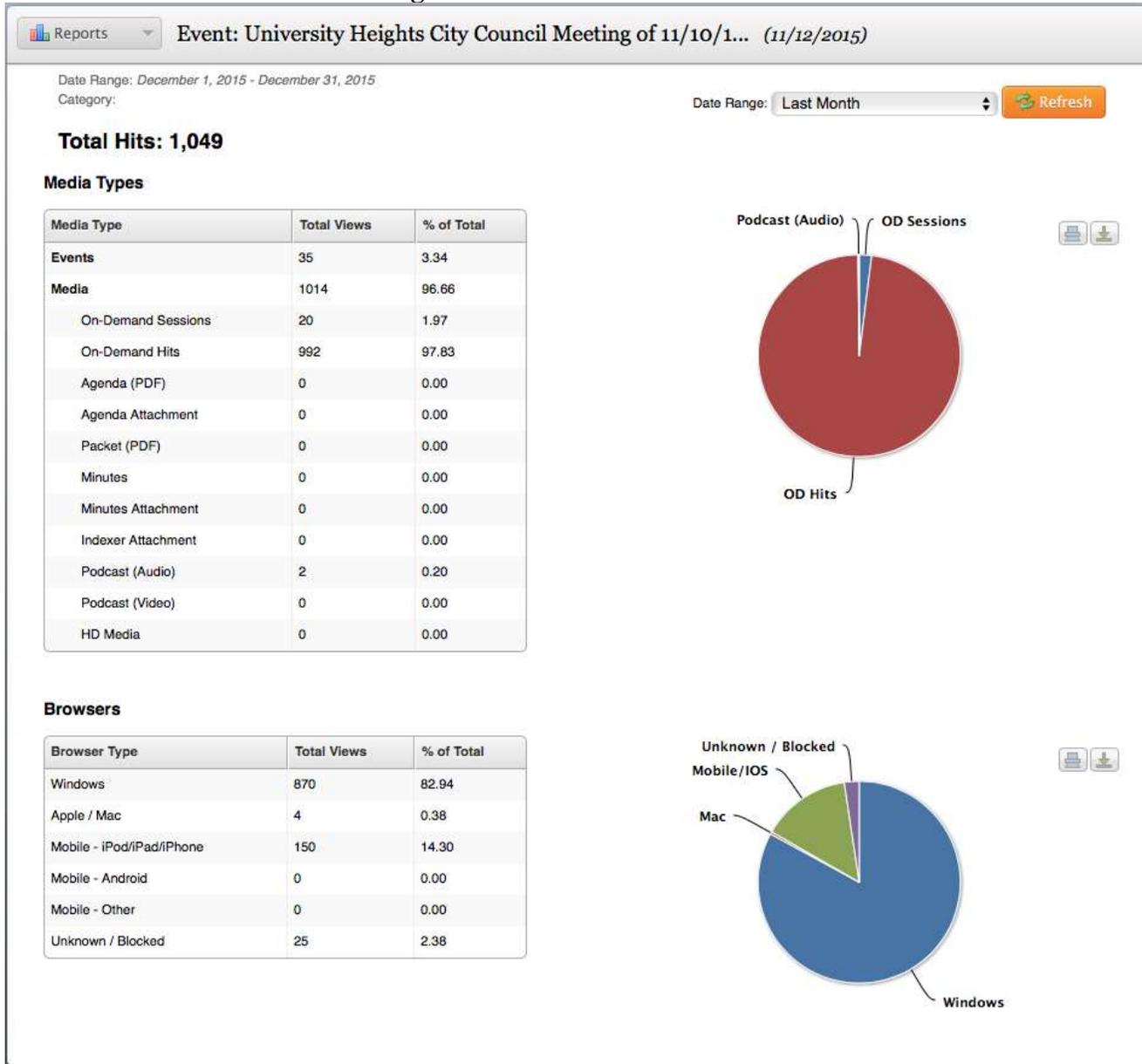
Hits per Hour	69
Hits per Day	1673
Pages per Day	427
Total Visits	7395
Total Unique User Agents	887
Average Visits Per Day	238

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

Tweets	4
Re-tweets	0
Followers	77

University Heights City Council Meeting Webcasts Viewing Statistics From EarthChannel

November Council Meeting statistics 11/12/15 to 12/31/15



Discussion of creating a University Heights Google Domain

I have been in discussion with a representative from Tempus Nova a licensed company to create a Google for Business domain for University Heights. This would allow the City to have secure cloud storage for information as well as use the gmail client for city councilors and city staff. This would address our ongoing issue of access to documents and information. I would like to get the council's opinion regarding this move. Besides the one time cost of setting up the domain, which should be less than \$3,000.00 depending on services, there would be an annual fee of \$50.00 per email license. I would anticipate that the city would use a total of 10 licenses (6 for mayor and council plus clerk, treasurer, building, and rental inspectors).

If council is interested in pursuing this course I will continue to work on this.

Sidewalks and Community Policy

University Heights Community Visioning Project Survey

The 2016 Iowa's Living Roadways Community Visioning Process in University Heights is underway.

Iowa State University is sending survey packets to randomly selected residents in University Heights the week of January 11. If you receive a packet, take a moment to complete the questionnaire and mail it back using the enclosed postage-paid envelope. The questionnaire will take approximately 25 minutes to complete.

For further information about participating in the overall visioning process, please call or email Dotti Maher at (319) 351-6161 (home) or (319) 321-6161 (cell), dotti@university-heights.org.

Sidewalk Clearing Procedure

Now that winter and snow have arrived in full force, clarification of a procedure and process for dealing with the problem is in order. Please be prepared to render your suggestions at Council Meeting or contact me regarding your ideas at the above address.

Police Protection

Next month at the February Council Meeting, Captain Ken Stanley and I will be discussing plans and procedures for 2016.