

AGENDA

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

Tuesday, February 9, 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 -Approval of Minutes-January 12th	Wally Heitman
	Public Input	Public Comments
	-One University Place (OUP) construction report and updates.	Jeff Maxwell
	-Consideration to hire an independent building inspector/expert (Glen Siders) to work with OUP developer to oversee the project.	Jerry Zimmerman
	-Consideration of Resolution No. 16-03 setting a public hearing for 7:00 p.m. March 8, 2016, on proposed plans, specifications, form of contract, and estimated cost for construction of the One University Place – Public Improvements Project, with the cost of the improvements to be reimbursed by the OUP developer.	Steve Ballard
	-Discussion on inconsistencies between the PUD, TIF agreement and the Condominium Declaration for OUP.	Jerry Zimmerman
	<u>Administration</u>	
	-Mayor	
	Mayor's Report -Consideration of Resolution No. 16-04 ratifying the Mayor's appointments to the Tree Board. -Consideration of Resolution No. 16-05 authorizing the Mayor to sign a proclamation making the week of February 22, 2016 Sertoma's Freedom Week in University Heights.	Wally Heitman
	-City Attorney	
	Legal Report	Steve Ballard
	-City Clerk	
	City Clerk Report -Consideration of Resolution No. 16-02 adopting a policy concerning the recording, publication, and keeping of minutes of Council meetings.	Chris Anderson

Time	Topic	Owner
<u>Committee Reports:</u>		
<u>Finance</u>	Committee Report - Budget 2016-2017 review -Consideration of Resolution No. 16-06 establishing official city depositories and specifying the maximum amount that may be kept on deposit in each depository.	Jim Lane Steve Kuhl
	Treasurer's Report/ Payment of Bills	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. -Update on the traffic report for the school crossing on Sunset.	Dotti Maher/Jerry Zimmerman
	Engineer Report	Josiah Bilskemper
<u>Building, Zoning & Sanitation</u>	Committee Report - Johnson County Assessor's property assessments presentation.	Silvia Quezada
<u>e-Government</u>	Committee Report -Discussion of on contract with Tempus Nova to create and launch a Google domain for the city.	Mike Haverkamp
Announcements		Anyone
9 :00	Adjournment	Wally Heitman

Next Regular City Council Meeting is March 8, 2016: Horn School Library room



February 2, 2016

Councilor Jerry Zimmerman
University Heights

Re: One University Place

Mr. Zimmerman:

Pursuant to our January 29th conversation I have done some additional research for you concerning the One University Place project. I have reviewed several documents that are posted on the University Heights web site. The documents on the site are not signed documents and there is not an approved PUD Plan however I would assume that the final documents are somewhat close to those I reviewed.

It appears as though the nucleus of the project is found in the Development Agreement, the PUD Development Agreement and the approved PUD Plan. There are many items within these documents that are not found in a building project of lesser size. Things like grading limitations, sensitive areas, planting materials, utility borings, exterior lighting, color schemes, building materials and several others. As stated in my earlier correspondence, these are not current inspection duties of your Building Inspector or Engineer. The developer has obligated himself to many things at a great expense. I would like to believe he will fulfill these obligations to not jeopardize his T.I.F funding. However it is still my opinion that the City does not have a mechanism in place to guarantee them they will be accomplished.

I understand the uncertainty you, and possibly others, may have concerning this project and the desire to be sure it is completed as outlined. If it is beneficial, I would be happy to join you at a future council meeting to discuss and/or answer any questions you may have concerning an unbiased third party inspection. If you need any additional input from me please let me know.

Glenn Siders

RESOLUTION NO. 16-03

RESOLUTION SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST OF PUBLIC IMPROVEMENTS COMPRISING REALIGNMENT OF THE SUNSET STREET AND MELROSE AVENUE INTERSECTION, WATER MAIN WORK ON SUNSET STREET NORTH OF THE INTERSECTION, AND WIDENING MELROSE AVENUE TO PERMIT LEFT-TURN ACCESS INTO ONE UNIVERSITY PLACE

BE IT RESOLVED by the City Council of University Heights, Iowa, hereby sets a public hearing at 7:00 p.m. March 8, 2016, at Horn Elementary School – Media Center, 600 Koser Avenue, Iowa City, Iowa, regarding proposed plans, specifications, form of contract, and estimated total cost of public improvements comprising realignment of the Sunset Street and Melrose Avenue intersection, water main work on Sunset Street north of the intersection, and widening of Melrose Avenue to permit left-turn access into One University Place.

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of February, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

RESOLUTION NO. 16-04

**RESOLUTION RATIFYING APPOINTMENTS TO
THE UNIVERSITY HEIGHTS TREE BOARD**

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 Tree Board:

- Kathie Belgum (term expires December 31, 2016)
- Jim Bradley (term expires December 31, 2017)
- David Giese (term expires December 31, 2018)
- Virginia Miller (term expires December 31, 2019)
- Dan Stence (term expires December 31, 2020)

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of February, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

CITY OF UNIVERSITY HEIGHTS

PROCLAMATION

WHEREAS, Sertoma International, a civic organization, the motto of which is "Service to Mankind," has adopted a Freedom Week Program dedicated to the emphasis of the values and responsibilities of people in a democracy, and

WHEREAS, Sertoma International has promoted the distribution of copies of the Bill of Rights and the Declaration of Independence throughout its entire membership of Clubs, and

WHEREAS, the Old Capitol Sertoma Club supports Freedom Week through its National Heritage Essay Contest, an essay contest for Eighth Grade students in Johnson County designed to emphasize and educate students on our government and the responsibilities of citizens in a democracy, and

WHEREAS, it seems proper and fitting to accord official recognition to Sertoma's Freedom Week.

NOW, Therefore, I, Wally Heitman, Mayor of the City of University Heights, Iowa, do hereby proclaim and designate the week of February 22nd, 2016 to be

SERTOMA'S FREEDOM WEEK

in University Heights and urge the citizens of this City to support the objectives of this program.

Weldon E. Heitman (Wally), Mayor

Signed in University Heights, Iowa,
this 9th day of February, 2016.

RESOLUTION NO. 16-05

**RESOLUTION AUTHORIZING THE MAYOR TO PROCLAIM
THE WEEK OF FEBRUARY 22, 2016 TO BE
SERTOMA'S FREEDOM WEEK IN UNIVERSITY HEIGHTS.**

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

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of February, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

February '16 – City Attorney's Report

1. **OUP – Hearing on Street Improvements.** The Council will consider Resolution No. 16-03 (attached) setting a public hearing for 7:00 p.m. March 8 (next meeting) on public improvements related to One University Place.
 - The hearing is required by Iowa law for the City to solicit bids and award a contract for the public improvements project.
 - The improvements comprise realignment of the Sunset Street and Melrose Avenue intersection, water main work on Sunset Street north of the intersection, and widening of Melrose Avenue to permit left-turn access into One University Place.
 - The proposed plans, specifications, form of contract, and estimated total cost will be available for review at least a week before next month's meeting (the public hearing).
 - Jeff Maxwell will reimburse the City within 15 days of invoice for the costs of these improvements, pursuant to the terms of the OUP TIF Development Agreement.

2. **OUP – Property Division/Condominium Declaration – Compliance with City Agreements.** At January's meeting, I was asked to review the condominium declaration prepared and recorded for the "One University Place South Condominium" to identify whether the division of the property and/or the terms of the recorded declaration were inconsistent with or violated other OUP documents and agreements.
 - I reviewed the following information:
 - The recorded South Condominium Declaration (as a reminder, 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 Plan Application approved by the City;
 - The OUP PUD Development Agreement between the City and Jeff Maxwell;
 - The OUP TIF Development Agreement between the City and Mr. Maxwell;
 - Notes from Pat Bauer that he shared with me outlining some of his observations – provided orally at January's meeting and distributed with his permission.

 - Copies of the listed documents are attached for your ready reference, aside from the PUD Plan Application, which is linked here: <http://www.university-heights.org/BuildZoneSanit/OUP/15/PUD/OUP-PUD%20Submission150519.pdf>.

 - In addition, I have spoken with Mr. Maxwell's lawyer, Tom Gelman, and with the City's municipal finance counsel, John Danos, about these issues.

- You will recall that Mr. Maxwell previously divided the OUP property into a north parcel and a south parcel.
 - I provided my opinion previously that this division does not violate state law, City ordinances, or the OUP documents and agreements listed above.
 - The question remains whether having the parcels owned and governed separately (by a south condominium association and a north condominium association, for example) is consistent with the OUP documents and agreements.
 - Even if the OUP property is divided into two parcels, such division does not require two condominium regimes and associations, but that is what Mr. Maxwell desires.

- In summary, my opinions are as follows:
 - The OUP property may be owned and governed by multiple (as opposed to one) condominium regime and association only with the City's consent.
 - If the City allows two condominium regimes and associations, then several provisions of OUP documents and agreements should be amended or modified to clarify intentions and avoid difficulties and misunderstandings later.
 - If the City allows two condominium regimes and associations, then making these modifications is not required immediately, but addressing these issues now (not later) is most prudent.
 - If the City allows two condominium regimes and associations, then certain provision will also need to be included when the OUP North Condominium Declaration is prepared.
 - If the City allows two condominium regimes and associations, the City should require a showing that proceeding with the OUP development as multiple (not one) condominium regime and association results in no change to the project, the City's rights, and the developer's obligations.
 - The City has adequate enforcement tools and mechanisms to assure compliance with OUP documents and agreements.
 - What follows is my explanation for these opinions.

- The OUP PUD Development Agreement and TIF Development Agreement require that certain provisions and restrictions be set forth in the OUP condominium declaration.
 - Most of the provisions in the recorded declaration are boilerplate; they're included in most every condominium declaration, and many are required by Iowa law.
 - The PUD Development Agreement sets forth a lengthy list of specific restrictions and considerations required to be included in the condominium declaration. (PUD Development Agreement, para. 3).

Those requirements are also made part of the Mr. Maxwell's obligations under the TIF Development Agreement.

- The South Condominium Declaration complies with nearly all of these requirements, subject to further comment below.
 - Specifically, Article IX, Section 2 (pp. 18-24), and particularly subparagraphs (k) – (cc) recite the required restrictions and considerations, in most cases verbatim.
 - (As a reminder, the South Condominium Declaration was prepared with certain provisions in **bold** to identify compliance with various provisions of the OUP documents and agreements.)
- I will address certain specific items that I consider noteworthy and/or require additional attention:
 - The OUP documents and agreements restrict the number of residential condominium units to no more than 104.
 - The South Condominium Declaration contemplates 24 residential units. (Declaration, Article IX, Section (2)(u)).
 - The North Condominium Declaration will be limited to 80 residential units.
 - The PUD Development Agreement provides that the “first occupancy permit for the Project” is conditioned upon recording of a condominium declaration with the restrictions specified in the OUP documents and agreements. (PUD Development Agreement, para. 3, introductory language (emphasis supplied)).
 - The OUP documents and agreements should be amended, in my opinion, to broaden this provision to include the occupancy permit for the north building, as well.
 - I am unsure whether the North Condominium Declaration will be filed before an occupancy permit is requested for the south building.
 - In my opinion, no occupancy permit may issue for any part of the OUP project until one or more condominium declarations have been recorded for the entire OUP project containing all of the restrictions and considerations set forth in the OUP documents and agreements.
 - In several places, the language of the OUP documents and agreements are cast in the singular – they contemplate one “project”, not two.
 - Mr. Maxwell views the OUP project as one – but one that comprises two condominium buildings (as always planned) and two condominium regimes and associations (which was not planned or discussed).
 - In my opinion, the two condominium declarations (south and north) need to cross-reference Mr. Maxwell's obligations under the OUP documents and agreements such that a particular obligation that pertains to only one of the regimes is the duty and responsibility of the other regime as well.

- As an example, Mr. Maxwell agreed to maintain the exterior public space on the south building. (PUD Development Agreement, para. 3(p)).
- That obligation should apply to the north regime, as well, so the City has the full benefit of the enforcement tools and protections contemplated by the OUP documents and agreements against the entirety of the project and not just against a portion that has now been separated off.
- This provision is just one example for illustration.
- The City is entitled under the OUP documents and agreements to have the benefit of all enforcement mechanisms for all OUP obligations available against all of the OUP project.
- The PUD Development Agreement specifically provides that required restrictions “shall be enforceable by the City”. (PUD Development Agreement, para. 3, introductory language).
 - The required restrictions are described as “appurtenant to the land”, meaning they apply to all the OUP property and they continue with the property even if it (or a portion of it) is sold to someone other than Mr. Maxwell.
 - This City’s enforcement rights are not limited or segmented only to a portion of the OUP project, and Mr. Maxwell’s performance of bargained-for obligations should be secured by restrictions and commitments in both condominium declarations.
 - In my opinion, this is accomplished either by having one condominium regime and association (even if it comprises two parcels) or by integrating the two condominium regimes and associations as described.
- Mr. Maxwell has requested (by way of the South Condominium Declaration) that provisions related to signage to market units for rent or for sale apply not just to unit owners but also to lenders who acquire possession of units after foreclosure. (Declaration, Article IX, Section 2(o, p)).
 - Assuming this requested extension is agreeable to the Council, in my opinion, the language does not require amendment to the OUP documents and agreements.
 - But the Council should be aware of it and have the opportunity to comment, discuss, and determine if clarification of the declaration or the OUP documents and agreements is appropriate.
- The South Condominium Declaration contains language typical to similar documents to the effect that “if the condo association does not enforce a particular restriction at a given moment, the association is not precluded from enforcing it later”.
 - Many legal agreements and documents contain this type of language; they are advisable.

- In my opinion, the declaration should be amended to include the City. Because the City also has rights of enforcement regarding the various restrictions (and that feature is somewhat unusual, but driven here by the TIF participation), then the City’s rights also should not be prejudiced by discrete failure to enforce.
- The TIF Development Agreement requires Mr. Maxwell to obtain and maintain specified insurance coverage, naming the City as an additional insured with respect to liability insurance. (TIF Development Agreement, p. 3, para. 8).
 - The insurance obligations are binding on the condominium regimes.
 - No provisions in the South Condominium Declaration obligate that regime to maintain the required insurance.
 - Such a provision should be added.
- The PUD Development Agreement provides that, if the City owns an OUP commercial unit, the City Council shall have the right to appoint a representative to the condominium association’s board of directors. (PUD Development Agreement, para. 3(s)).
 - The South Condominium Declaration complies with this requirement. (Declaration, Exhibit “C”, Association Bylaws, Article II, Section 3).
 - At the January meeting, Mr. Maxwell agreed that the City Council would be entitled to appoint a representative to the board of directors of the north condominium association.
 - The North Condominium Declaration should be evaluated to confirm that commitment.
- If the City owns an OUP commercial unit, the City also will be entitled to vote as an association member on various matters just like any other owner.
 - The City’s vote is proportionate to its ownership interest (on a square-foot basis). Again, this is typical.
 - But if the OUP property is separated into distinct condominium regimes and associations, with separate membership and separate governance, the City will have no vote as a member of the north regime (even though the City will be able to appoint a board member).
 - There’s nothing facially unusual about that statement: membership voting in condominium regimes is limited to members (owners).
 - But the OUP documents and agreements contemplate that if the City owns a commercial unit, then the City will be entitled to a membership vote in the affairs of the condominium regime – the governance of the entire OUP project.
 - Creating two separate regimes deprives the City of that opportunity. I am unsure there is a remedy: I do not know

- whether a non-owner may be granted voting rights in a condominium association.
- The PUD Development Agreement requires Mr. Maxwell to convey any portion of the east ravine not required for zoning or regulatory compliance to the City to be maintained as a natural area. (PUD Development Agreement, para. 6.)
 - Nothing in the South Condominium Declaration imposes that conveyance obligation on the condominium association.
 - Doubtless, the provisions of the Development Agreement run with the land, but for clarity now and avoidance of doubt later, the declaration should specify this ongoing obligation.
 - The North Condominium Declaration should include a similar provision, if any portion of the ravine may be situated in the north parcel.
 - The City has abundant protection through various enforcement mechanisms to assure compliance with all OUP documents and agreements, in the form of building permits, occupancy permits, and TIF funding, perhaps among others.
 - In conclusion and summary, my opinions are as follows:
 - The OUP property cannot be owned and governed by multiple condominium regimes and associations without the City's agreement and approval.
 - If the notion is that having two condominium regimes and associations is really the same as having one, the City should require a showing and assurances there are no differences, and appropriate amendments to the OUP documents and agreements should be made.
 - All the City's assumptions, negotiations, discussions, and agreements over several years were based on single ownership and governance of the OUP property.
 - If the City is willing to permit the OUP property to be owned and governed as two condominium regimes and associations, in my opinion, the OUP documents and agreements should be amended now as a matter of prudence, discretion, and avoiding problems down the road.
 - If the City desires to address various issues piecemeal as they arise, I think that can be accomplished.
 - Mr. Maxwell has indicated a willingness to revising or amending the South Condominium Declaration to the extent required by the OUP documents and agreements.
 - The City has abundant and adequate enforcement mechanisms protecting the City and assuring compliance with the OUP documents and agreements.

3. **OUP – Reimbursement for City Fees and Expenses.** As discussed at last month’s meeting (and in my January 2016 legal report), Jeff Maxwell is contractually obligated to reimburse the City for professional fees and expenses related to the OUP project, including overseeing construction.
 - The City’s agreement with Mr. Maxwell gives him a credit toward such reimbursement in the amount of the costs of required fees and permits associated with construction (building permit, electrical permit, etc.).
 - Mr. Maxwell agreed at January’s meeting that the City’s professional fees and expenses associated with reviewing the division of the OUP property, comparison of OUP documents in light of the separate condominium declaration, and review and discussion of work in the east ravine would not be subject to the credit. In other words, he would reimburse those fees to the City directly.
 - My office has prepared a statement for services showing the amounts that are and are not subject to the credit – with respect to the property division and document comparison work to date.
 - My office will continue to separate out these items.
 - I will ask other City staff members (Terry Goerdts and Josiah Bilskemper) to separate their billings, as well.
 - I will send Mr. Maxwell a request for reimbursement once I have gathered this information.
 - In addition, together with Lori Kimura, I will track reimbursable fees and expenses billed to the City that are subject to the credit so the City is aware and may seek reimbursement for any amounts exceeding the credit.

4. **Ratifying Mayor’s Appointments.** The Council will consider Resolution No. 16-04 (attached) ratifying Mayor Heitman’s appointments to the City’s Tree Board, as follows:
 - Kathie Belgum (term expires December 31, 2016)
 - Jim Bradley (term expires December 31, 2017)
 - David Giese (term expires December 31, 2018)
 - Virginia Miller (term expires December 31, 2019)
 - Dan Stence (term expires December 31, 2020)

5. **Sertoma Proclamation.** Council will consider Resolution No. 16-05 declaring the week of February 22, 2016, to be Sertoma’s Freedom Week in University Heights. The proposed resolution and proclamation are attached.

6. **Policy Regarding Meeting Minutes.** The Council will consider Resolution No. 16-02 adopting a policy related to the taking, reporting, recording, dissemination, publication, and revision of Council meeting minutes. The policy was discussed at the January meeting. A copy of the Resolution is attached.

7. **Resolution Establishing Depositories and Deposit Limits.** The Council will consider Resolution No. 16-06 that identifies the financial institutions where the City may

deposit public funds and specifies the maximum amount that may be deposited at these institutions. The Council periodically approves similar resolutions to comply with Iowa law and satisfy municipal auditor requirements. The Resolution, as proposed, specifies the maximum amount that can be deposited at each institution to be \$500,000.00. (The usual FDIC limitation on insurable amounts does not apply to municipal deposits.). The proposed Resolution is attached.

8. **Changing Fire Protection Service Provider.** I am still awaiting a draft 28E Agreement with the City of Iowa City for fire protection services. Based upon what Iowa City staff has told me, I expect to have the agreement for consideration at the March meeting.

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 A. 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.

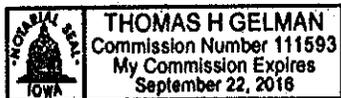


[Signature]
Notary Public in and for the State of Iowa

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

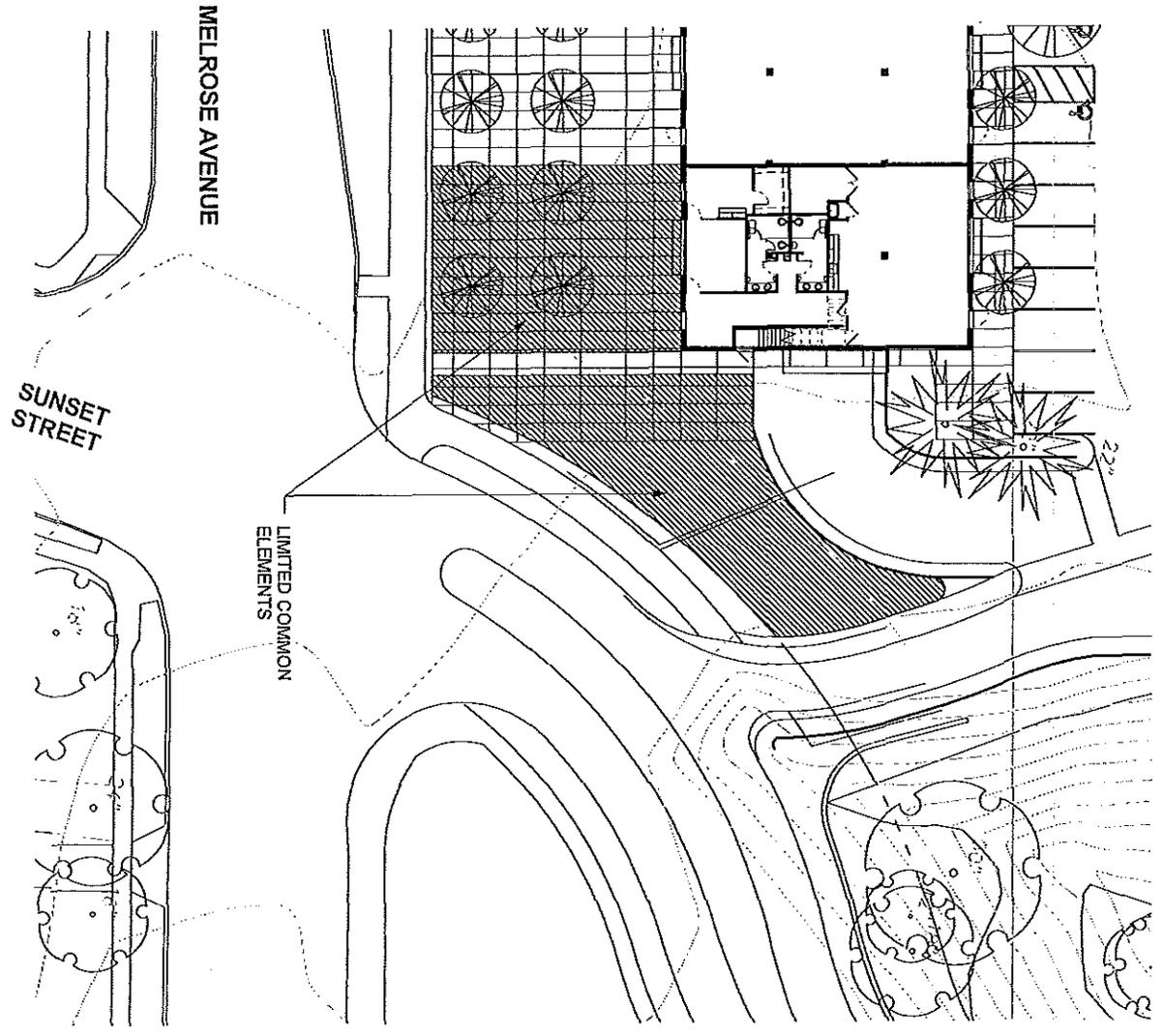
Beginning at the Northeast Corner of Section 17, Township 79 North, Range 6 West of the 5th P.M.; thence North 89 degrees West along the North line of said Section 17, 402.6 feet, thence South 16 degrees East 490 feet to the Northerly line of Snook's Grove Road as now established; thence North 73 degrees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



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: Loise A. From
Mayor

Attest:

Christie 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.

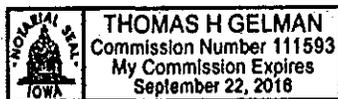


[Signature]
Notary Public in and for the State of Iowa

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.

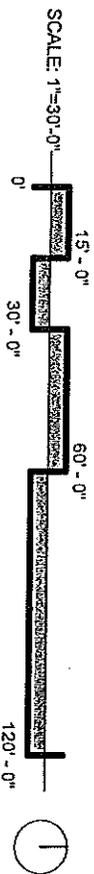
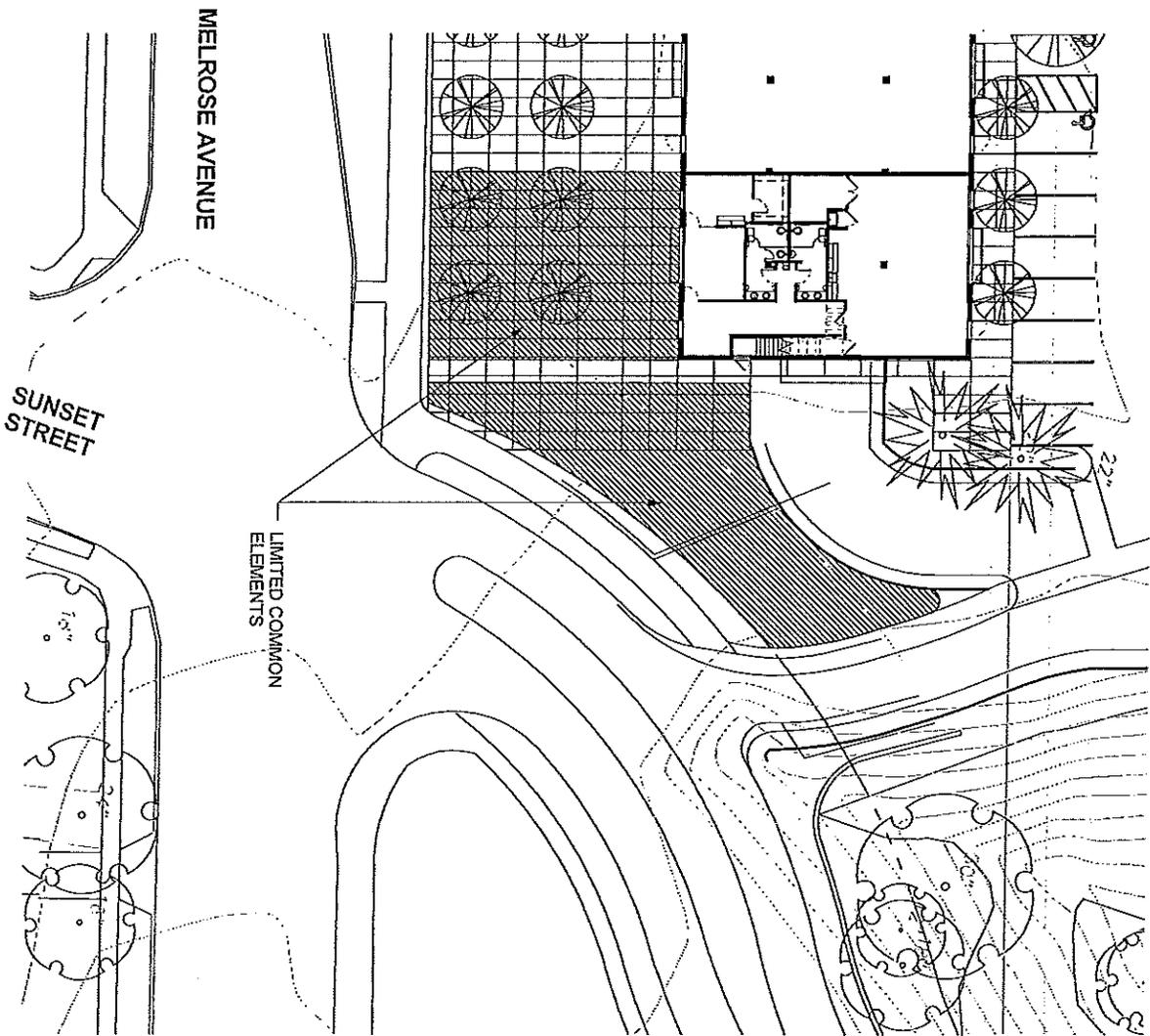


EXHIBIT C

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 = _____



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Fee Amt: \$302.00 Page 1 of 60
Johnson County Iowa
Kim Painter County Recorder
BK **5459** PG **1-60**

9262

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 recorded 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.



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.



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 that are Allocable to all Owners	Percentage of Certain 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 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

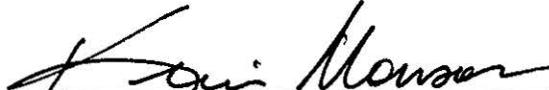
Any purported amendment to these Articles of Incorporation in conflict with or contrary to the provisions of the Declaration, including supplements and amendments thereto that submit lands and units to the regime, shall be void and of no force and effect.

ARTICLE X
Incorporators

The names and addresses of the incorporators are as follows:

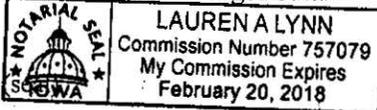
NAME	ADDRESS
Jeffrey L. Maxwell	3011 Sierra Court SW Iowa City, Iowa, 52240
Kevin Monson	3069 Rohret Road SW Iowa City, Iowa 52246

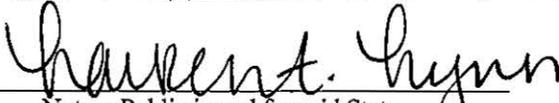

Jeffrey L. Maxwell, Incorporator


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.

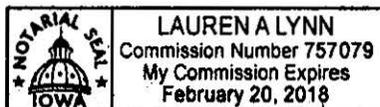



Notary Public in and for said State

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
- (c) 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:

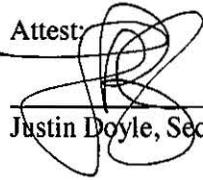
(See next page)

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



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.

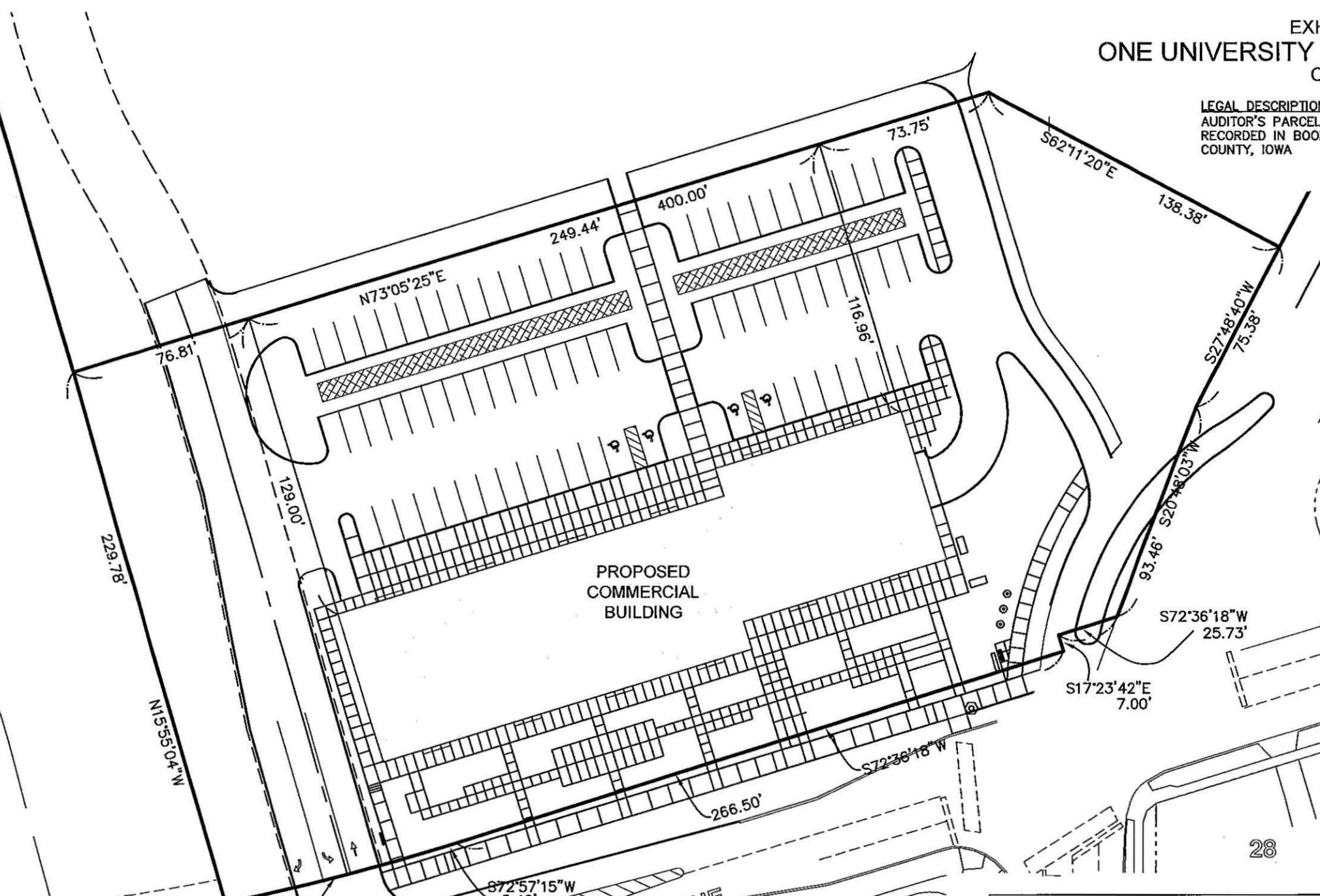
Date: 12-28-15

Designed by: RLA Field Book No:

Drawn by: JDM Scale: 1"=50'

Checked by: RLA Sheet No: 1

Project No: IC 5136012 of: 1



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

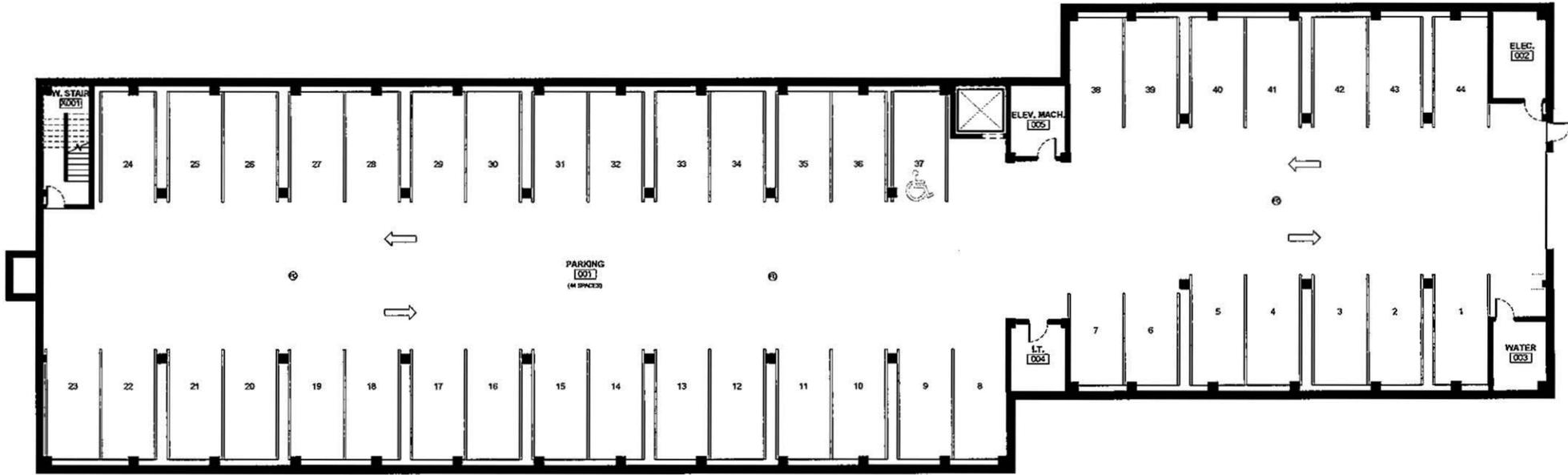
My license renewal date is December 31, 20 17.

Pages or sheets covered by this seal:
this sheet only

Exhibit E - Floorplans

[See Attached Floorplans]

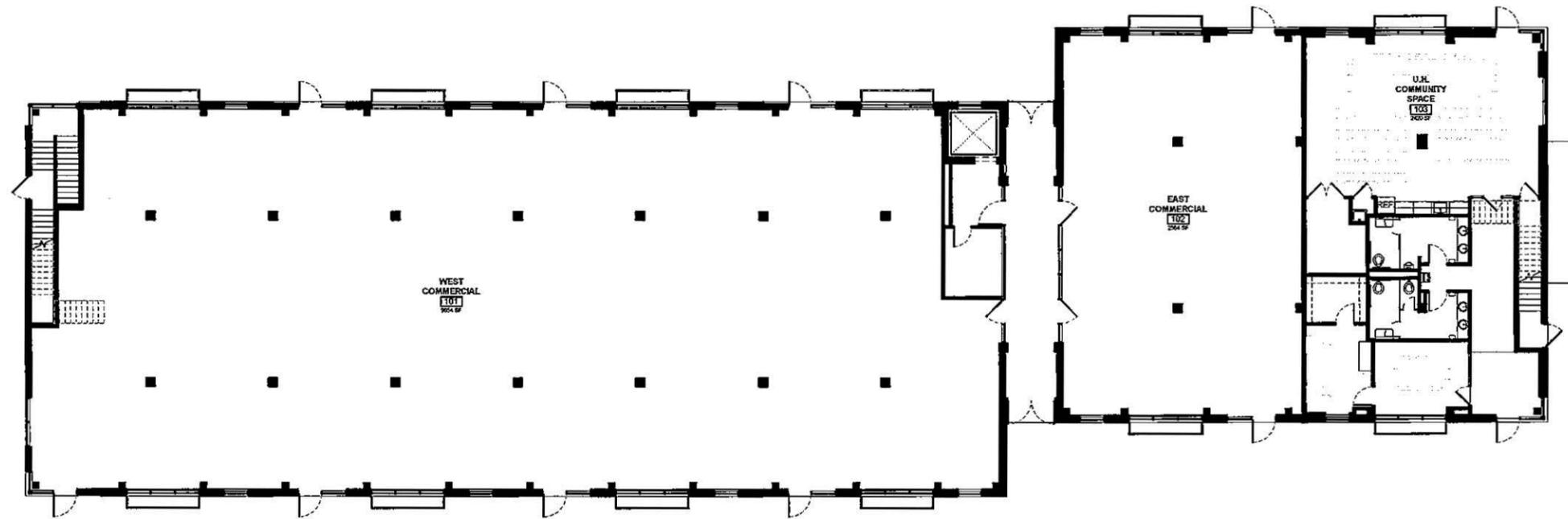
parking level



A0 PARKING LEVEL FLOOR PLAN
3/32" = 1'-0"



first level



A1 FIRST LEVEL FLOOR PLAN
3/22 - 11-07



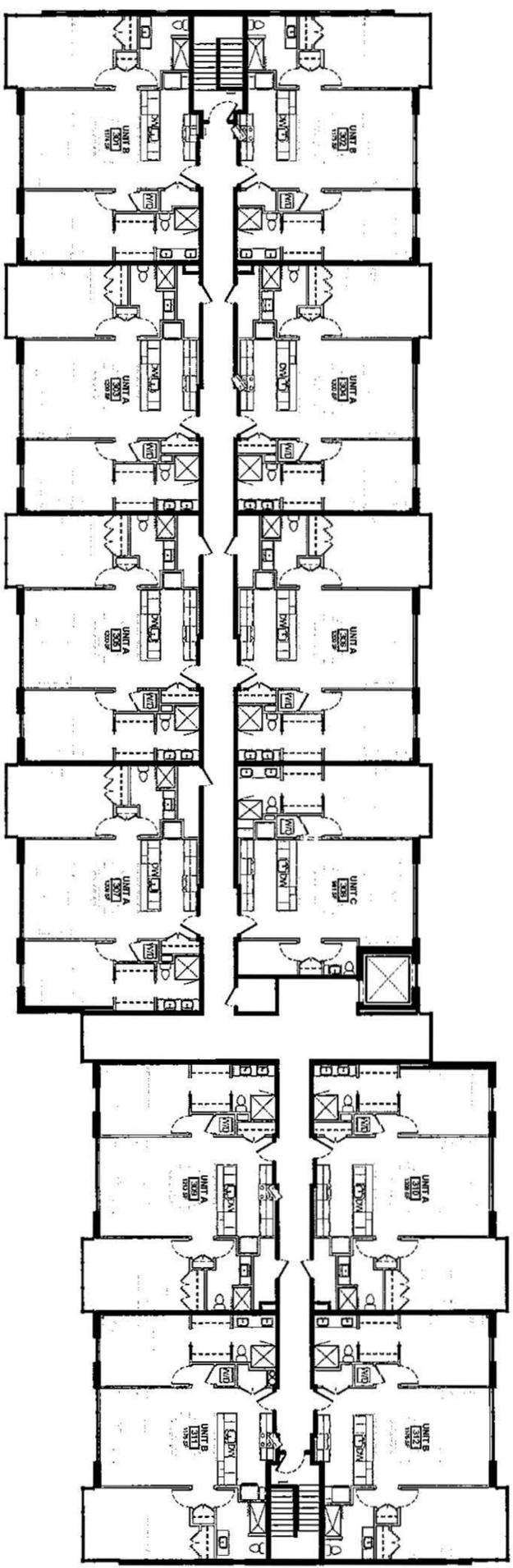
second level



A2 SECOND LEVEL FLOOR PLAN
3/22 - 11-07



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]

OUP's unilateral bisection of parcel by auditor's plats okay under state law (two not a subdivision (but three would be) and municipal law (even if 3, UH doesn't have any subdivision ordinance)

Recording not up, haven't seen minutes, but my own notes reflect my raising questions about bisection's consistency with PUD and TIF agreements

PUD Development Agreement p. 15 / PDF p. 110 / paragraph 15

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

PUD Development Agreement p. 16 / PDF p. 111 / paragraph 19

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

All phrasing singular throughout both agreements

[TIF] Development Agreement p. 1 / PDF p. 84 / paragraph 1

1. Project Construction. *The Developer intends to construct **the Project** on the Property. ... 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.*

Note absence of any 'singular shall include plural' (cf. Condo Bylaws p. 49 / PDF p. 73 / paragraph 6 (*Whenever the context so permits or requires, the use of the singular shall include the plural [and] the plural the singular ...*)).

Phrasing mentioned but in context of a single project (PUD p. 11 / PDF p. 106 / para 7.b. (*The Project is likely to be constructed in phases ...*))

Arguably could be one project on two parcels, but seemingly headed towards two projects on two parcels, separately governed (and also perhaps separately financed)

PUD Development Agreement p. 4 / PDF p. 99 / paragraph 3

3. ... *Developer and the City understand that the property constituting this Project will be submitted to a horizontal property regime pursuant to Iowa Code Chapter 4998*

It's the "south condo" (not a condo on the south parcel that's subsequently going to be expanded.), but thus seems headed in the direction of two separate condos

SB - no impact in terms of assessed values, but effect of bisection presumably could extend beyond tax purposes to permit separate financing (mortgage) and/or a conveyance of one or the other parcel “in bulk” (v. “unit by unit” with the developer retaining ownership of the remainder)

TIF Development Agreement p. 8 / PDF p. 91 / para. C.1.

1. Amendment and Assignment. This Agreement may not be ... 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.

PUD Development Agreement p. 13 / PDF p. 108 / paragraph 13.f.

[T]he Developer ... 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

Seemingly restricting city to membership in only one of two associations with seats on only one of two boards

PUD Development Agreement p. 8 / PDF p. 103 / paragraph 3.s.

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).

Depending on location of area, south condo declaration possibly may constrain Developer's ability to convey ravine to the city

PUD Development Agreement p. 10 / PDF p. 105 / paragraph 6.a.

... 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.

Council obviously can choose to amend the PUD and TIF agreements, but a separate condo on a separate parcel appears to be inconsistent with the above PUD and TIF agreement provisions

**City Clerk Report
February 2016**

- **One building permit received since the last meeting:**
 - 11 Leamer Court – Kitchen and bathroom remodel**
- **179 rental permits received for FY16 fiscal year (178 last month):**
 - 75 for Grandview Court (74 last month)**
 - 104 for rest of University Heights (103 last month)**
- **Proposing new minutes' timeline for council consideration.**

**CITY OF UNIVERSITY HEIGHTS, IOWA
POLICY CONCERNING RECORDING, PUBLICATION, AND KEEPING
OF MINUTES OF COUNCIL MEETINGS**

1) The City Clerk will have 3 days to work on the council minutes. The “warrants by fund” list will be included in the monthly City Council financial packet. Any corrections/additions/subtractions, from the warrant list, will result in a new list sent to the Clerk within this time frame.

2) The Clerk will distribute the draft of the minutes to the Mayor, Council members and staff for review. Council and staff will have until 5:00 p.m. 4 days later to return their comments/suggestions to the Clerk. 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, the Clerk 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, the Clerk won't include them in the minutes sent on for publication but will send the minutes to be published in the form the Clerk circulated them (transparency), with the understanding that the Council will discuss the minutes and resolve the disagreement at next month's meeting. In either case, the Clerk will proceed with publishing the draft of the minutes according to the approved timeline. The Clerk will apprise the Mayor, Council and staff as to any significant/contested changes that were not included in the minutes sent for publication.

4) Minutes will be e-mailed to the Iowa City Press-Citizen; the Mayor, Council and staff will be cc'd on the e-mail. The Clerk will ask that minutes be published, at the latest, the 14th day after the meeting.

5) If there are material changes to be discussed and decided at the next month's meeting, 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. Material changes must be circulated via email no later than 7 days prior to the next council meeting to Mayor, Council and staff.

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	
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. 16-02

**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	_____	_____	_____
Zimmermann	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of February, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

University Heights
Building Permits
January 1, 2016 - February 3, 2016

Permit #	Building Address	Date Issued	Fee	Building Valuation	Description of Remodeling
BLD16-001	11 Leamer Court	1/22/2016	\$519.30	\$30,000.00	Kitchen and bathroom remodel (bldg., mechanical, electrical and plumbing permits)

City of University Heights, Iowa

	FY 14/15 Actual	FY 15/16 Budget	FY 16/17 Budget	Current Budget Comments
Income				
PROPERTY TAXES				
Transit Levy	43,288.29	44,605.00	45,328.00	amount needed - SEATS/IC
Library Services Levy	16,535.39	17,143.00	18,961.00	levy is \$0.27/1,000 txb1
Regular Property Tax	495,165.28	514,277.00	568,832.00	levy is \$8.10/1,000 txb1
Debt Service Levy	31,986.56	32,400.00	31,185.00	amount needed - \$31,185 princ./interest
Insurance Levy	13,576.37	14,252.00	19,500.00	amount needed - police/tort
FICA & IPERS/Benefits Levies	64,807.50	83,371.00	98,976.00	amount needed - benefits
	665,359.39	706,048.00	782,782.00	
Commercial Property Tax Replacement adjustment	0.00	-4,339.00	-4,176.00	see Intergovernmental Revenue below
Total PROPERTY TAXES	665,359.39	701,709.00	778,606.00	
OTHER CITY TAXES				
Local Option Sales Tax	0.00	0.00	0.00	currently none
Utility Excise Tax	11,091.07	0.00	0.00	budget - Included in property taxes
Total OTHER CITY TAXES	11,091.07	0.00	0.00	
LICENSES & PERMITS				
Beer/Wine/Liquor/Cig Permits	780.00	390.00	390.00	
Building/Equipment Permits	4,421.25	10,000.00	12,500.00	
Misc. Licenses/Permits	860.00	1,000.00	1,000.00	
Rental Permits	18,325.00	15,500.00	20,000.00	
Total LICENSES & PERMITS	24,386.25	26,890.00	33,890.00	
USE OF MONEY & PROPERTY				
Interest on Cash Investments	4,453.50	5,000.00	4,500.00	
Total USE OF MONEY & PROPERTY	4,453.50	5,000.00	4,500.00	
INTERGOVERNMENTAL/SHARED REVENUE				
Federal Shared Revenues	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	

State Shared Revenues			
Road Use/Street Construction	109,285.60	105,000.00	127,171.00 current estimate is \$121/per capita
Commercial Property Tax Replacement	2,140.64	4,339.00	4,176.00
Forfeiture Funds	1,749.00	0.00	0.00
Traffic Safety/Alcohol Incentive grants	14,061.30	0.00	0.00
	<u>127,236.54</u>	<u>109,339.00</u>	<u>131,347.00</u>
Total INTERGOVERNMENTAL/SHARED REVENUE	127,236.54	109,339.00	131,347.00
CHARGES FOR SERVICES			
Rental inspections/police reports	608.00	1,000.00	1,000.00
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
SPECIAL ASSESSMENTS			
			currently there are none
MISCELLANEOUS REVENUES			
Cable TV Franchise	28,198.08	14,000.00	15,000.00
Fines			
Parking Fines	1,950.00	7,000.00	5,000.00
Traffic Fines-Cik of Ct	116,681.74	90,000.00	95,000.00
Misc. Income/Contributions	2,750.00	250.00	250.00
Misc Income/Other	1,459.60	1,000.00	1,000.00
Legal Fees Reimbursement	28,113.55	0.00	0.00
Olive Ct. developer contribution	0.00	0.00	92,000.00
Refunds and Reimbursements	0.00	1,000.00	1,000.00
Sale of Property & Merchandise	0.00	0.00	0.00
	<u>179,152.97</u>	<u>113,250.00</u>	<u>209,250.00</u>
Total MISCELLANEOUS REVENUES			
Total Income	1,012,287.72	957,188.00	1,158,593.00
OTHER FINANCING SOURCES			
Bond Proceeds	0.00	0.00	410,500.00 Olive Ct./George/Melrose net project costs
	<u>0.00</u>	<u>0.00</u>	<u>410,500.00</u>
Total Income and Other Financing Sources	1,012,287.72	957,188.00	1,569,093.00

Expense						
CAPITAL PROJECTS						
Olive Ct. reconstruction	0.00	0.00	0.00	317,500.00		previously removed until bonding
George Street asphalt overlay	0.00	0.00	0.00	121,000.00		
Total CAPITAL PROJECTS	0.00	0.00	0.00	438,500.00		
PUBLIC SAFETY						
Crossing Guard						
Wages	4,450.00	4,500.00	4,500.00	4,500.00		
Employee Benefits & Costs						
FICA	272.02	279.00	279.00	279.00		6.20%
Medicare	63.62	65.00	65.00	65.00		1.45%
IPERS	309.23	402.00	402.00	402.00		8.93%
SUTA	56.21	60.00	60.00	60.00		levied
Total Benefits & Costs	701.08	806.00	806.00	806.00		
Supplies	0.00	200.00	200.00	200.00		
Total Crossing Guard	5,151.08	5,506.00	5,506.00	5,506.00		
Police						
Holiday and Vacation Pay	24,326.17	28,000.00	28,000.00	28,000.00		
Misc Payroll	1,689.48	0.00	0.00	0.00		
Reserves/Special Events payroll	2.00	24.00	24.00	24.00		
Police Gross Wages	268,383.74	238,773.00	238,773.00	237,803.00		
Total Police Gross Wages	294,401.39	266,797.00	266,797.00	265,827.00		
Police Benefits & Costs						
Police FICA	18,148.15	16,541.00	16,541.00	16,481.00		6.20%
Police Medicare	4,184.33	3,869.00	3,869.00	3,854.00		1.45%
Police IPERS	28,137.93	26,253.00	26,253.00	26,157.00		9.84%
Police Health Insurance	14,532.51	13,417.00	13,417.00	32,005.00		\$2,602.05/month to Dec 2016/ 5% increase after ??
Police Workers Compensation	20,476.00	18,031.00	18,031.00	15,000.00		
Adjust payroll tax liabilities	694.41	0.00	0.00	0.00		
Police SUTA	2,395.56	2,000.00	2,000.00	2,000.00		estimated
Total Police Benefits & Costs	88,568.89	80,111.00	80,111.00	95,497.00		levied

Staff Development				
Regular Officer Training		7,500.00	7,500.00	
Academy training	11,334.32			
Officer/Skills Training	5,140.00	6,500.00	6,500.00	
Training Supplies	5,569.91	2,000.00	2,000.00	
Total Staff Development	22,044.23	16,000.00	16,000.00	
Repair/Maint/Utilities				
Vehicle Operations				
Fuel	10,258.15	16,000.00	16,000.00	
Washes	544.76	700.00	700.00	
Other	0.00	500.00	500.00	
Total Vehicle Operations	10,802.91	17,200.00	17,200.00	
Maintenance and Repairs				
Bicycle Maint/Repair	0.00	200.00	200.00	
Car Maint/Repair	7,378.19	10,000.00	10,000.00	
Total Maintenance and Repairs	7,378.19	10,200.00	10,200.00	
Telecommunications Expense				
IT Support	1,934.60	1,000.00	1,250.00	
Mediacom/Verizon	2,748.68	3,636.00	3,636.00	
Other cellphones	0.00	0.00	948.00	
Total Telecommunications Expense	4,683.28	4,636.00	5,834.00	
Total Vehicle, Repairs and Maintenance and Telecommunications	22,864.38	32,036.00	33,234.00	
Contractual Services				levied
Police Insurance-Car/Liability/E&O	7,719.00	7,802.00	10,000.00	
Special Events	0.00	0.00	500.00	
Payments to Other Agencies				
Technology Services/Iowa System	0.00	500.00	750.00	
Johnson Co. Sheriff - jail fee	0.00	300.00	300.00	
Evidence testing	0.00	150.00	150.00	
Total Payments to Other Agencies	7,719.00	8,752.00	11,700.00	
Printing/Copying	639.32	1,000.00	1,000.00	
Garage Rental	2,400.00	2,400.00	2,400.00	
Prof Serv-Psych Testing-Physicals	1,461.00	500.00	1,000.00	
Total Contractual Services	12,219.32	12,652.00	16,100.00	

Commodities	43,371.80	16,000.00	0.00	will budget in full when purchasing
Car Purchase				
Minor Equipment				
Regular Officer Uniform	4,925.25	3,500.00	3,500.00	
Operating Equipment	4,769.62	1,500.00	4,500.00	
Total Minor Equipment	9,694.87	5,000.00	8,000.00	
Major Equipment				
Other Equipment	3,000.00	0.00	0.00	
Car Equipment	6,796.00	5,000.00	5,000.00	
Total Major Equipment	9,796.00	5,000.00	5,000.00	
Supplies and Other				
Office Supplies	2,569.79	3,000.00	3,000.00	
Operating Supplies	1,894.40	3,000.00	3,000.00	
Ammunition	3,469.59	3,500.00	3,500.00	
Programs	0.00	0.00	3,100.00	
Meetings and conferences	0.00	0.00	2,500.00	
Postage/Shipping	271.52	600.00	600.00	
Business meetings/meals	0.00	300.00	300.00	
Professional memberships	315.00	400.00	891.00	
Other Supplies	2,162.93	2,000.00	2,000.00	
Total Supplies	10,683.23	12,800.00	18,891.00	
Total Commodities	73,545.90	38,800.00	31,891.00	
Total Police	513,644.11	446,396.00	458,549.00	
Animal Shelter				
Contractual Services				
Contractual services	1,148.88	1,200.00	777.00	64.79/month
Fire				
Contracts w/Other Agencies				
Coralville Fire Dep't	30,429.91	31,820.00	0.00	
City of Iowa City Fire Dep't	0.00	0.00	33,000.00	
Hydrant Flush-City of Iowa City	3,344.00	3,520.00	3,520.00	
Total Fire	33,773.91	35,340.00	36,520.00	
Hazmat-Johnson County	525.50	526.00	526.00	

Building Inspections	15,410.00	15,200.00	15,200.00
Building / Rental Inspection			
Total PUBLIC SAFETY	569,653.48	504,168.00	517,078.00
PUBLIC WORKS			
Roads, Bridges, & Sidewalks			
Storm water permit/administration/DNR permit	1,250.00	3,000.00	3,000.00
Contractual Services			
Engineering Fees	54,411.94	50,000.00	50,000.00
Repairs/Improvements			
Street Repairs			
Melrose West drainage		0.00	64,000.00
Traffic sign assessment/mgmt	585.00	4,500.00	4,500.00
Melrose East - panel replacement		23,000.00	reduced from \$61,000 for 2016
Koser/Leamer intersection	4,229.35	0.00	0.00
Koser/George drainage		0.00	15,500.00
Sunset Street landscape		2,500.00	reduced from \$7,500 for 2016
Arterial panel replacements	0.00	16,000.00	reduced from \$20,000 for 2016
Local panel replacements		13,500.00	reduced from \$17,000 for 2016
Asphalt patch projects	2,361.00	4,000.00	4,000.00
OUP street repairs			16,280.00
Street Repairs	1,160.00		
Sidewalk repairs	0.00		3,500.00
ADA Transition Plan	10,532.65	0.00	18,500.00
Striping/Pavement Marking	5,562.00	6,000.00	6,000.00
Visioning Project	0.00	0.00	2,000.00
Street Lighting Electricity			8,500.00
Street Light Conversion	8,204.61	8,500.00	5,000.00
Traffic Controls and Safety			
Traffic Light Electricity/Street Signs	790.78	1,000.00	1,000.00
Snow Removal-Contractual	32,498.50	35,000.00	40,000.00
Street Sweeping-Contractual	4,285.07	3,500.00	4,500.00
Total Roads, Bridges, & Sidewalks	125,870.90	170,500.00	313,280.00
Transit			
Contracts-Other Agencies			
IC Bus Service	35,522.04	36,161.00	36,884.00
SEATS Service	8,443.92	8,444.00	8,444.00
Total Transit	43,965.96	44,605.00	45,328.00

levied

Sanitation					
Contractual					
Trash/Recycling	22,840.88	20,862.00	20,862.00		20,862.00
Grandview recycling	0.00	1,200.00	1,200.00		1,200.00
Leaf Bag pick up/dump fees	0.00	0.00	0.00		
Leaf Vacuuming	13,500.00	13,500.00	15,000.00		15,000.00
Total Sanitation	36,340.88	35,562.00	37,062.00		37,062.00
Total PUBLIC WORKS	206,177.74	250,667.00	395,670.00		
CULTURE & RECREATION					
Library	37,166.00	44,677.00	47,533.00		
Community support projects	350.49	500.00	500.00		
Community Center					
Occupancy and operations	0.00	0.00	41,000.00		community center at OUP
Equipment	0.00	0.00	20,000.00		community center at OUP
Parks					
Park Expenses	506.75	800.00	800.00		
Park Update Contribution	0.00	5,000.00	0.00		
Total CULTURE & RECREATION	38,023.24	50,977.00	109,833.00		
COMMUNITY & ECONOMIC DEV.					
Tree Trimming/Plantings/Management	12,557.70	5,000.00	5,000.00		
Total COMMUNITY & ECONOMIC DEV.	12,557.70	5,000.00	5,000.00		
GENERAL GOVERNMENT					
Mayor/Council Operations					
Salaries-Regular Part Time					
Council	4,000.00	4,000.00	4,000.00		
Mayor	1,967.00	1,967.00	1,967.00		
Total Salaries-Regular Part Time	5,967.00	5,967.00	5,967.00		
Employee Benefits & Costs					
FICA	369.95	370.00	370.00		6.20%
Medicare	86.52	87.00	87.00		1.45%
IPERS	71.44	89.00	89.00		Mike H.
SUTA	77.58	80.00	80.00		
Total Employee Benefits & Costs	605.49	626.00	626.00		levied
Total Mayor/Council Operations	6,572.49	6,593.00	6,593.00		

Clerk/Treasurer & Finance Admin				
Salaries-Regular Part Time				
Clerk and Treasurer	11,308.03	9,800.00		11,000.00
Employee Benefits & Costs				
FICA	742.77	608.00		682.00
Medicare	233.71	142.00		160.00
SUTA	157.28	120.00		140.00
IPERS	1,152.40	875.00		982.00
Total Employee Benefits & Costs	2,286.16	1,745.00		1,964.00
Staff Development				
Dues & Memberships				
MPOJC/ECICOG Assessments	1,978.80	1,665.00		1,626.00
IA League of Cities	692.00	635.00		750.00
Chamber of Commerce	397.00	500.00		450.00
Other Dues and Memberships	503.43	500.00		500.00
Professional Development	0.00	0.00		0.00
Total Staff Development	3,571.23	3,300.00		3,326.00
Contractual Services				
Printing/Copying	856.20	500.00		500.00
Bank/CC fees	52.53	50.00		50.00
Notary Fees	0.00	60.00		0.00
Council meeting setup fees	453.00	125.00		500.00
Technology Services	594.40	750.00		750.00
Total Contractual Services	1,956.13	1,485.00		1,800.00
Commodities/Technology				
Minor Equipment/Supplies/Techno	165.00	700.00		700.00
Hardware/software	0.00	1,000.00		250.00
Taping meetings	433.29	250.00		1,500.00
Licensing Fees	0.00	0.00		750.00
Google domain	0.00	0.00		1,500.00
Office Supplies and Postage	1,333.08	1,000.00		1,000.00
Total Commodities	1,931.37	2,950.00		5,700.00
Total Clerk/Treasurer & Finance Admin	21,052.92	19,280.00		23,790.00

6.20%
1.45%
8.93%
levied

Election Expenses	0.00	1,600.00	0.00
Legal Services			
General government	171,582.08	50,000.00	40,000.00
Traffic fines	0.00	0.00	20,000.00
	171,582.08	50,000.00	60,000.00
Accounting/Exam Fees	7,195.00	4,400.00	4,500.00
Legal Publications	4,489.50	3,000.00	3,500.00
City Hall & General Buildings			
Salaries-Regular Part Time			
Facilities Assistant	672.00	500.00	500.00
Employee Benefits & Costs			
FICA	0.00	31.00	31.00
Medicare	0.00	7.00	7.00
IPERS	0.00	45.00	45.00
Total Employee Benefits & Costs	0.00	83.00	83.00
Repair/Maint/Utilities			
Utilities	1,179.66	1,600.00	1,600.00
Repairs	331.10	1,000.00	1,000.00
City Hall Upgrades	2,211.15	0.00	0.00
Telecommunications	2,036.42	2,000.00	2,100.00
Total Repair/Maint/Utilities	5,758.33	4,600.00	4,700.00
Contractual			
City Hall rental	16,490.76	16,071.00	5,357.00
Garage rental	0.00	420.00	140.00
Total Contractual	16,490.76	16,491.00	5,497.00
Commodities			
Supplies	201.75	200.00	200.00
Total City Hall & General Buildings	23,122.84	21,874.00	10,980.00
TIF Analysis	0.00	0.00	0.00
Tort Liability Insurance	9,370.00	6,450.00	9,500.00
Total GENERAL GOVERNMENT	243,384.83	113,197.00	118,863.00

6.20%
1.45%
8.93%
levied

1,339.23 per month - 4 months ?
35.00 per month - 4 months?

0.00 FY2015 was at no cost to the city

levied

DEBT SERVICE			
Interest - G.O. bond	3,588.91	2,400.00	1,185.00
Principal - G.O. bond	29,000.00	30,000.00	30,000.00
Total DEBT SERVICE	32,588.91	32,400.00	31,185.00
Total Expense	1,102,385.90	956,409.00	1,616,129.00
NET SURPLUS OR (LOSS)	-90,098.18	779.00	-47,036.00

Net valuation for tax levies:	
2007/08	41,125,810
2008/09	45,620,365
2009/10	49,222,413
2010/11	50,341,717
2011/12	53,151,923
2012/13	56,547,849
2013/14	58,721,966
2014/15	62,258,787
2015/16	63,490,973
2016/17	70,226,225

Levy rate 10.88143 11.05210 11.08711

RESOLUTION NO. 16-06

RESOLUTION APPROVING FINANCIAL INSTITUTIONS AS OFFICIAL DEPOSITORIES AND SPECIFYING LIMITS ON THE MAXIMUM AMOUNT THAT MAY BE DEPOSITED AT EACH INSTITUTION.

RESOLVED that the City Council of the City of University Heights Iowa, approves the following financial institutions to be official depositories of the City in the maximum amounts specified:

- A. Hills Bank and Trust Company, or its successor in interest, not more than \$500,000.00.
- B. MidWestOne Bank, or its successor in interest, not more than \$500,000.00.
- C. Wells Fargo Bank, or its successor in interest, not more than \$500,000.00.
- D. West Bank, or its successor in interest, not more than \$500,000.00.
- E. University of Iowa Community Credit Union, or its successor in interest, not more than \$500,000.00

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 9th day of February, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

Treasurer's Report

January 2016

Our total revenue for the month of January was \$19,230.33 comprised of the following amounts:

Property Taxes	\$ 4,618.31
Excavation permit	\$ 25.00
Traffic Fines from Clerk of Court	\$ 4,331.24
Interest on bank accounts	\$ 100.58
Parking fines	\$ 150.00
Road Use Funds	\$ 9,451.90
Police Reports	\$ 34.00
Building permits	\$ 519.30

In addition we received another payment of \$568.60 from a resident as reimbursement for sidewalk repairs that were done. Once again this amount was recorded as a negative expense and will offset the Sidewalk Repairs expense from November.

Balances in the bank accounts as of 1/31/2016:

MidwestOne Checking Account	\$274,204.27
Hills Bank Money Market Account	\$ 1,044.37
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 (earns .35%)	\$ 23,047.82
Forfeiture Fund	\$ 4,067.68

W-2's and 1099's all went out at the end of January. Wherever possible, I put everyone's in their mailboxes at the City Office to save postage. Let me know if there are questions.

City of University Heights									
Cash Receipts and Disbursements by Fund									
July 1, 2015 to January 31, 2016									
	CAPITAL PROJECTS	GENERAL FUND	DEBT SERVICE	POLICE FORFEITURE	ROAD USE TAX	EMPLOYEE BENEFITS	TOTAL		
Receipts									
Local Option Sales Tax						\$ -	\$ -		
Property Tax		\$ 320,438.47	\$ 17,712.29			\$ 45,074.11	\$ 383,224.87		
Other City Taxes		\$ 4,669.02	\$ 256.29			\$ 659.46	\$ 5,584.77		
Licenses and Permits		\$ 146,162.50					\$ 146,162.50		
Use of Money and Property		\$ 2,447.70		\$ 4.79		\$ 167.10	\$ 2,619.59		
Intergovernmental		\$ 4,131.92			\$ 80,181.62		\$ 84,313.54		
Charges for Services		\$ 81.00					\$ 81.00		
Special Assessments							\$ -		
Miscellaneous		\$ 48,994.74					\$ 48,994.74		
Other Financing Sources							\$ -		
Total Receipts	\$ -	\$ 526,925.35	\$ 17,968.58	\$ 4.79	\$ 80,181.62	\$ 45,900.67	\$ 670,981.01		
Disbursements									
Payroll Expenses									
Public Safety		\$ 241,103.81				\$ 39,831.25	\$ 280,935.06		
Public Works		\$ 115,621.41			\$ 23,791.75		\$ 139,413.16		
Culture & Recreation		\$ 26,281.96					\$ 26,281.96		
Community & Economic Dev.		\$ 1,140.00					\$ 1,140.00		
General Government		\$ 160,372.54				\$ 1,453.21	\$ 161,825.75		
Principal/Interest			\$ 1,249.29				\$ 1,249.29		
Uncategorized/Miscellaneous							\$ 0		
Total Disbursements	\$ -	\$ 544,519.72	\$ 1,249.29	\$ -	\$ 23,791.75	\$ 41,284.46	\$ 610,845.22		
Net Cash Increase (Decrease)	\$ -	\$ (17,594.37)	\$ 16,719.29	\$ 4.79	\$ 56,389.87	\$ 4,616.21	\$ 60,135.79		
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)	\$ 502,999.96	\$ 16,350.34	\$ (1,046.13)	\$ 83,756.58	\$ (53,461.76)	\$ 359,035.09		

City of University Heights, Iowa

Profit & Loss Budget vs. Actual

July 2015 through January 2016

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
OTHER CITY TAXES						
Utility Excise Tax	4,669.02			256.29		0.00
Total OTHER CITY TAXES	4,669.02			256.29		0.00
USE OF MONEY & PROPERTY						
Interest on Cash Investments	2,447.70	5,000.00	49.0%	0.00		4.79
Total USE OF MONEY & PROPERTY	2,447.70	5,000.00	49.0%	0.00		4.79
Total Income	526,925.35	736,417.00	71.6%	17,968.58	32,400.00	55.5%
Gross Profit	526,925.35	736,417.00	71.6%	17,968.58	32,400.00	55.5%
Expense						
COMMUNITY & ECONOMIC DEV.						
Tree Trimming/Lawn Care	1,140.00	5,000.00	22.8%	0.00		0.00
Total COMMUNITY & ECONOMIC DEV.	1,140.00	5,000.00	22.8%	0.00		0.00
CULTURE & RECREATION						
Community Support Projects	88.00	500.00	17.6%	0.00		0.00
Library	19,881.49	44,677.00	44.5%	0.00		0.00
Parks						
Park Expenses	1,312.47	800.00	164.1%	0.00		0.00
Park Update Contribution	5,000.00	5,000.00	100.0%	0.00		0.00
Total Parks	6,312.47	5,800.00	108.8%	0.00		0.00
Total CULTURE & RECREATION	26,281.96	50,977.00	51.6%	0.00		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						
Supplies	309.00	200.00	154.5%	0.00		0.00
Total Commodities	309.00	200.00	154.5%	0.00		0.00
Contractual						
Rents & Leases	9,619.61	16,491.00	58.3%	0.00		0.00
Total Contractual	9,619.61	16,491.00	58.3%	0.00		0.00
Employee Benefits & Costs						
FICA	0.00			0.00		0.00
IPERS	0.00			0.00		0.00
Medicare	0.00			0.00		0.00
Total Employee Benefits & Costs	0.00			0.00		0.00
Repair/Maint/Utilities						
Maintenance	0.00	1,000.00	0.0%	0.00		0.00
Telecommunications	1,271.81	2,000.00	63.6%	0.00		0.00
Utilities	655.37	1,600.00	41.0%	0.00		0.00

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

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 Cash Basis

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
Total Repair/Maint/Utilities	1,927.18	4,600.00	41.9%	0.00		0.00
Salaries-Regular Part Time Facilities Assistant	336.00	500.00	67.2%	0.00		0.00
Total Salaries-Regular Part Time	336.00	500.00	67.2%	0.00		0.00
Total City Hall & General Buildings	12,191.79	21,791.00	55.9%	0.00		0.00
Clerk/Treasurer & Finance Admin Commodities						
Hardware/Software	0.00	1,000.00	0.0%	0.00		0.00
Minor Equipment/Supplies/Techno	151.25	700.00	21.6%	0.00		0.00
Office Supplies and Postage	764.76	1,000.00	76.5%	0.00		0.00
Taping meetings	250.00	250.00	100.0%	0.00		0.00
Total Commodities	1,166.01	2,950.00	39.5%	0.00		0.00
Contractual Services						
Accounting Fees	1,400.00	4,400.00	31.8%	0.00		0.00
Bank/CCard Fees	21.20	50.00	42.4%	0.00		0.00
Legal Publications	2,321.07	3,000.00	77.4%	0.00		0.00
Meeting Set Up Fees	360.00	125.00	288.0%	0.00		0.00
Payments to Other Agencies						
Notary Fees	0.00	60.00	0.0%	0.00		0.00
Total Payments to Other Agencies	0.00	60.00	0.0%	0.00		0.00
Printing/Copying	433.00	500.00	86.6%	0.00		0.00
Technology Services	1,022.15	750.00	136.3%	0.00		0.00
Total Contractual Services	5,557.42	8,885.00	62.5%	0.00		0.00
Employee Benefits & Costs						
FICA	0.00	0.00	0.0%	0.00		0.00
IPERS	0.00	0.00	0.0%	0.00		0.00
Medicare	0.00	0.00	0.0%	0.00		0.00
Unemployment Compensation	0.00	0.00	0.0%	0.00		0.00
Total Employee Benefits & Costs	0.00	0.00	0.0%	0.00		0.00
Salaries-Regular Part Time Clerk, Treasurer, Historian	5,922.33	9,800.00	60.4%	0.00		0.00
Total Salaries-Regular Part Time	5,922.33	9,800.00	60.4%	0.00		0.00
Staff Development						
Dues & Memberships						
Chamber of Commerce	0.00	500.00	0.0%	0.00		0.00
Dues and Memberships	0.00	500.00	0.0%	0.00		0.00
IA League of Cities	726.00	635.00	114.3%	0.00		0.00
JCOG Assessment	1,664.83	1,665.00	100.0%	0.00		0.00
Total Dues & Memberships	2,390.83	3,300.00	72.4%	0.00		0.00
Total Staff Development	2,390.83	3,300.00	72.4%	0.00		0.00
Total Clerk/Treasurer & Finance Admin	15,036.59	24,935.00	60.3%	0.00		0.00
Election Expenses	1,756.83	1,600.00	109.8%	0.00		0.00

City of University Heights, Iowa Profit & Loss Budget vs. Actual July 2015 through January 2016

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
Legal Services	114,270.83	50,000.00	228.5%	0.00		
Mayor/Council Operations						
Employee Benefits & Costs						
FICA	0.00			0.00		0.00
IPERS-Council	0.00			0.00		0.00
Medicare	0.00			0.00		0.00
Unemployment Compensation	0.00			0.00		0.00
Total Employee Benefits & Costs	0.00			0.00		0.00
Salaries-Regular Part Time						
Council	2,000.00	4,000.00	50.0%	0.00		0.00
Mayor	983.50	1,967.00	50.0%	0.00		0.00
Total Salaries-Regular Part Time	2,983.50	5,967.00	50.0%	0.00		0.00
Total Mayor/Council Operations	2,983.50	5,967.00	50.0%	0.00		0.00
TIF Analysis	14,000.00			0.00		0.00
Tort Liability Insurance	133.00	6,450.00	2.1%	0.00		0.00
Total GENERAL GOVERNMENT	160,372.54	110,743.00	144.8%	0.00		0.00
PUBLIC SAFETY						
Building Inspections						
Building / Rental Inspection	12,635.00	15,200.00	83.1%	0.00		0.00
Total Building Inspections	12,635.00	15,200.00	83.1%	0.00		0.00
Crossing Guard						
Employee Benefits & Costs						
FICA	0.00			0.00		0.00
IPERS	0.00			0.00		0.00
Medicare	0.00			0.00		0.00
Unemployment Compensation	0.00			0.00		0.00
Total Employee Benefits & Costs	0.00			0.00		0.00
Salaries						
Crossing Guard	2,325.00	4,500.00	51.7%	0.00		0.00
Total Salaries	2,325.00	4,500.00	51.7%	0.00		0.00
Supplies	0.00	200.00	0.0%	0.00		0.00
Crossing Guard - Other	0.00	0.00	0.0%	0.00		0.00
Total Crossing Guard	2,325.00	4,700.00	49.5%	0.00		0.00
Fire						
Contracts w/Other Agencies						
Coralville Fire Dept	31,017.00	31,820.00	97.5%	0.00		0.00
Hydrant Flush-City of Iowa City	1,716.00	3,520.00	48.8%	0.00		0.00
Total Contracts w/Other Agencies	32,733.00	35,340.00	92.6%	0.00		0.00
Total Fire	32,733.00	35,340.00	92.6%	0.00		0.00
Hazmat-Johnson County						
Police	525.50	526.00	99.9%	0.00		0.00
Commodities						
Car Purchase	0.00	16,000.00	0.0%	0.00		0.00

City of University Heights, Iowa

Profit & Loss Budget vs. Actual

July 2015 through January 2016

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
Major Equipment	2,250.00	5,000.00	45.0%	0.00	0.00	0.00
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	1,073.00	1,500.00	71.5%	0.00	0.00	0.00
Operating Police Equipment	0.00	3,500.00	0.0%	0.00	0.00	0.00
Regular Officer Uniform	1,073.00	5,000.00	21.5%	0.00	0.00	0.00
Total Minor Equipment	1,073.00	5,000.00	21.5%	0.00	0.00	0.00
Supplies	2,550.00	3,500.00	72.9%	0.00	0.00	0.00
Ammunition	0.00	300.00	0.0%	0.00	0.00	0.00
Business Meetings/Meals	1,128.48	3,000.00	37.6%	0.00	0.00	0.00
Office Supplies	535.41	3,000.00	17.8%	0.00	0.00	0.00
Operating Supplies	1,791.94	2,000.00	89.6%	0.00	0.00	0.00
Other Supplies	76.38	600.00	12.7%	0.00	0.00	0.00
Postage/Shipping	405.00	400.00	101.3%	0.00	0.00	0.00
Professional Memberships	6,487.21	12,800.00	50.7%	0.00	0.00	0.00
Total Supplies	9,810.21	38,800.00	25.3%	0.00	0.00	0.00
Total Commodities	600.00	2,400.00	25.0%	0.00	0.00	0.00
Contractual Services	0.00	300.00	0.0%	0.00	0.00	0.00
Garage Rental	0.00	150.00	0.0%	0.00	0.00	0.00
Payments to Other Agencies	105.00	500.00	21.0%	0.00	0.00	0.00
County Jail/Service/Filing Fees	0.00	950.00	0.0%	0.00	0.00	0.00
Evidence testing	0.00	7,802.00	0.0%	0.00	0.00	0.00
Technology Services	105.00	500.00	21.0%	0.00	0.00	0.00
Total Payments to Other Agencies	105.00	950.00	11.1%	0.00	0.00	0.00
Police Insurance-Car/Liability	555.96	1,000.00	55.6%	0.00	0.00	0.00
Printing/Copying	692.00	500.00	138.4%	0.00	0.00	0.00
Prof Serv-Psych Testing-Physica	175.00	0.00	0.0%	0.00	0.00	0.00
Special Events Staff	2,127.96	12,652.00	16.8%	0.00	0.00	0.00
Total Contractual Services	2,127.96	12,652.00	16.8%	0.00	0.00	0.00
Police Benefits & Costs	0.00	0.00	0.0%	0.00	0.00	0.00
Police FICA	0.00	0.00	0.0%	0.00	0.00	0.00
Police Health Insurance	0.00	0.00	0.0%	0.00	0.00	0.00
Police IPERS	0.00	0.00	0.0%	0.00	0.00	0.00
Police Medicare	0.00	0.00	0.0%	0.00	0.00	0.00
Police SUTA	0.00	0.00	0.0%	0.00	0.00	0.00
Police Workers Compensation	0.00	0.00	0.0%	0.00	0.00	0.00
Total Police Benefits & Costs	0.00	0.00	0.0%	0.00	0.00	0.00
Police Gross Wages	21,975.67	28,000.00	78.5%	0.00	0.00	0.00
Holiday & Other Pay	553.00	0.00	0.0%	0.00	0.00	0.00
Miscellaneous Payroll Item	145,734.28	238,773.00	61.0%	0.00	0.00	0.00
Police Gross Wages	0.00	24.00	0.0%	0.00	0.00	0.00
Salaries-Reserves	168,262.95	266,797.00	63.1%	0.00	0.00	0.00
Total Police Gross Wages	168,262.95	266,797.00	63.1%	0.00	0.00	0.00
Repair/Maint/Utilities						
Telecommunications Expense						

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

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 Cash Basis

	GENERAL			DEBT SERVICE			POLICE FORFEITURE		
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
IT Support	719.30	1,000.00	71.9%	0.00	0.00	0.00	0.00	0.00	0.00
Verizon/Pager Fees/Mediacom	1,507.24	3,636.00	41.5%	0.00	0.00	0.00	0.00	0.00	0.00
Total Telecommunications Expense	2,226.54	4,636.00	48.0%	0.00	0.00	0.00	0.00	0.00	0.00
Vehicle Operations									
Fuel	4,586.89	16,000.00	28.7%	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	500.00	0.0%	0.00	0.00	0.00	0.00	0.00	0.00
Washes	366.00	700.00	52.3%	0.00	0.00	0.00	0.00	0.00	0.00
Total Vehicle Operations	4,952.89	17,200.00	28.8%	0.00	0.00	0.00	0.00	0.00	0.00
Vehicle Repair									
Bicycle Maint/Repair	0.00	200.00	0.0%	0.00	0.00	0.00	0.00	0.00	0.00
Car Maint/Repair	2,415.82	10,000.00	24.2%	0.00	0.00	0.00	0.00	0.00	0.00
Total Vehicle Repair	2,415.82	10,200.00	23.7%	0.00	0.00	0.00	0.00	0.00	0.00
Total Repair/Maint/Utilities	9,595.25	32,036.00	30.0%	0.00	0.00	0.00	0.00	0.00	0.00
Staff Development									
Meetings & Conferences	1,576.72			0.00			0.00		
Regular Officer Training		7,500.00	0.0%	0.00			0.00		
Academy Training	0.00	6,500.00	15.5%	0.00			0.00		
Officer Training	502.22	2,000.00	25.1%	0.00			0.00		
Training Supplies									
Total Regular Officer Training	1,512.22	16,000.00	9.5%	0.00			0.00		
Total Staff Development	3,088.94	16,000.00	19.3%	0.00			0.00		
Total Police	192,885.31	365,285.00	52.7%	0.00			0.00		
Total PUBLIC SAFETY	241,103.81	422,051.00	57.1%	0.00			0.00		
PUBLIC WORKS									
Other Public Works									
Contracts-Other Agencies									
IC Animal Center	592.83	1,200.00	49.4%	0.00			0.00		
IC Bus Service	21,040.69	36,161.00	58.2%	0.00			0.00		
SEATS Service	4,925.62	8,444.00	58.3%	0.00			0.00		
Total Contracts-Other Agencies	26,559.14	45,805.00	58.0%	0.00			0.00		
Total Other Public Works	26,559.14	45,805.00	58.0%	0.00			0.00		
Roads, Bridges, & Sidewalks									
Contractual Services									
Engineering Fees	59,259.38	50,000.00	118.5%	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		

City of University Heights, Iowa Profit & Loss Budget vs. Actual July 2015 through January 2016

	GENERAL		% of Budget	DEBT SERVICE		% of Budget	POLICE FORFEITURE	
	Jul '15 - Jan ...	Budget		Jul '15 - Jan ...	Budget		Jul '15 - Jan ...	Budget
Total Repairs/Improvements	0.00							
Striping/Curb Renumbering	0.00							
Total Contractual Services	59,259.38	50,000.00	118.5%	0.00			0.00	
Snow Removal-Contractual	0.00			0.00			0.00	
Storm water permit	0.00			0.00			0.00	
Street Lighting Electricity	0.00	3,000.00	0.0%	0.00			0.00	
Street Sweeping-Contractual	0.00			0.00			0.00	
Traffic Controls and Safety	0.00			0.00			0.00	
Street Signs-Commodities	0.00			0.00			0.00	
Traffic Light Electricity	0.00			0.00			0.00	
Total Traffic Controls and Safety	0.00			0.00			0.00	
Total Roads, Bridges, & Sidewalks	59,259.38	53,000.00	111.8%	0.00			0.00	
Sanitation								
Contractual								
Grandview Recycling	153.00	1,200.00	12.8%	0.00			0.00	
Leat Vacuuming	15,686.64	13,500.00	116.2%	0.00			0.00	
Trash/Recycling	13,963.25	20,862.00	66.9%	0.00			0.00	
Total Contractual	29,802.89	35,562.00	83.8%	0.00			0.00	
Total Sanitation	29,802.89	35,562.00	83.8%	0.00			0.00	
Total PUBLIC WORKS	115,621.41	134,367.00	86.0%	0.00			0.00	
Total Expense	544,519.72	723,138.00	75.3%	1,249.29	32,400.00	3.9%	0.00	
Net Ordinary Income	-17,594.37	13,279.00	-132.5%	16,719.29	0.00	100.0%	4.79	
Net Income	-17,594.37	13,279.00	-132.5%	16,719.29	0.00	100.0%	4.79	100.0%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

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 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
Ordinary Income/Expense						
Income						
CHARGES FOR SERVICES						
Police Reports	0.00	0.00		81.00	1,000.00	8.1%
Total CHARGES FOR SERVICES	0.00	0.00		81.00	1,000.00	8.1%
GENERAL PROPERTY TAXES						
Benefits Levies	0.00	45,074.11		45,074.11	83,371.00	54.1%
Commercial Prop Tax Rplmnt adj	0.00	0.00		0.00	-4,339.00	0.0%
Debt Service Levy	0.00	0.00		17,712.29	32,400.00	54.7%
Insurance Levy	0.00	0.00		5,762.91	14,252.00	40.4%
Library Services Levy	0.00	0.00		9,298.89	17,143.00	54.2%
Regular Property Tax	0.00	0.00		281,180.93	514,277.00	54.7%
Transit Levy	0.00	0.00		24,196.74	44,605.00	54.2%
Total GENERAL PROPERTY TAXES	0.00	45,074.11		383,224.87	701,709.00	54.6%
INTERGOVERNMENTAL/SHARED REVENUE						
Other State Grants/Reimburse.	0.00	0.00		4,131.92	0.00	100.0%
Seatbelt Incent/Traffic Safety	0.00	0.00		4,131.92	0.00	100.0%
Total Other State Grants/Reimburse.	0.00	0.00		8,263.84	0.00	100.0%
State Shared Revenues						
Commercial Property Tax Rplcmt	0.00	0.00		0.00	4,339.00	0.0%
Road Use/Street Construction	80,181.62	105,000.00	76.4%	80,181.62	105,000.00	76.4%
Total State Shared Revenues	80,181.62	105,000.00	76.4%	80,181.62	109,339.00	73.3%
Total INTERGOVERNMENTAL/SHARED REVENUE	80,181.62	105,000.00	76.4%	88,365.46	109,339.00	77.1%
LICENSES & PERMITS						
Beer/Wine/Liquor/Cig Permits	0.00	0.00		0.00	390.00	0.0%
Building/Equipment Permits	0.00	0.00		117,072.50	10,000.00	1,170.7%
Misc. Licenses/Permits	0.00	0.00		1,410.00	1,000.00	141.0%
Parking Permits	0.00	0.00		27,680.00	15,500.00	178.6%
Rental Permits	0.00	0.00		29,090.00	16,500.00	176.3%
Total Misc. Licenses/Permits	0.00	0.00		146,162.50	26,890.00	543.6%
Total LICENSES & PERMITS	0.00	0.00		146,162.50	26,890.00	543.6%
MISCELLANEOUS REVENUES						
Cable TV Franchise	0.00	0.00		6,692.34	14,000.00	47.8%
Contributions	0.00	0.00		475.00	250.00	190.0%
Fines	0.00	0.00		2,710.00	7,000.00	38.7%
Parking Fines	0.00	0.00		37,959.90	90,000.00	42.2%
Traffic Fines-Clk of Ct	0.00	0.00		40,669.90	97,000.00	41.9%
Total Fines	0.00	0.00		81,337.14	194,000.00	41.9%
Misc. Income	0.00	0.00		-50.00	1,000.00	-5.0%
Other	0.00	0.00		-50.00	1,000.00	-5.0%
Total Misc. Income	0.00	0.00		-100.00	2,000.00	-5.0%
Refunds and Reimbursements						
	0.00	0.00		1,207.50	1,000.00	120.8%
Total MISCELLANEOUS REVENUES	0.00	0.00		48,994.74	113,250.00	43.3%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

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 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
OTHER CITY TAXES						
Utility Excise Tax	0.00			659.46	0.00	100.0%
Total OTHER CITY TAXES	0.00			659.46	0.00	100.0%
USE OF MONEY & PROPERTY						
Interest on Cash Investments	0.00			167.10	5,000.00	52.4%
Total USE OF MONEY & PROPERTY	0.00			167.10	5,000.00	52.4%
Total Income	80,181.62	105,000.00	76.4%	45,900.67	957,188.00	70.1%
Gross Profit	80,181.62	105,000.00	76.4%	45,900.67	957,188.00	70.1%
Expense						
COMMUNITY & ECONOMIC DEV.						
Tree Trimming/Lawn Care	0.00			0.00	5,000.00	22.8%
Total COMMUNITY & ECONOMIC DEV.	0.00			0.00	5,000.00	22.8%
CULTURE & RECREATION						
Community Support Projects	0.00			0.00	500.00	17.6%
Library	0.00			0.00	44,677.00	44.5%
Parks	0.00			0.00	800.00	184.1%
Park Expenses	0.00			0.00	5,000.00	100.0%
Park Update Contribution	0.00			0.00	5,800.00	108.8%
Total Parks	0.00			0.00	5,800.00	108.8%
Total CULTURE & RECREATION	0.00			0.00	50,977.00	51.6%
DEBT SERVICE						
Interest	0.00			0.00	2,400.00	52.1%
Principal	0.00			0.00	30,000.00	0.0%
Total DEBT SERVICE	0.00			0.00	32,400.00	3.9%
GENERAL GOVERNMENT						
City Hall & General Buildings	0.00			0.00	200.00	154.5%
Commodities	0.00			0.00	200.00	154.5%
Supplies	0.00			0.00	16,491.00	58.3%
Total Commodities	0.00			0.00	16,491.00	58.3%
Contractual						
Rents & Leases	0.00			0.00	31.00	0.0%
Total Contractual	0.00			0.00	45.00	0.0%
Employee Benefits & Costs						
FICA	0.00			0.00	7.00	0.0%
IPERS	0.00			0.00	83.00	0.0%
Medicare	0.00			0.00	0.00	0.0%
Total Employee Benefits & Costs	0.00			0.00	90.00	0.0%
Repair/Maint/Utilities						
Maintenance	0.00			0.00	1,000.00	0.0%
Telecommunications	0.00			0.00	2,000.00	63.6%
Utilities	0.00			0.00	1,600.00	41.0%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

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 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Jan ...	% of Budget	Jul '15 - Jan ...	% of Budget	Jul '15 - Jan ...	% of Budget
Total Repair/Maint/Utilities	0.00		0.00		1,927.18	41.9%
Salaries-Regular Part Time Facilities Assistant	0.00		0.00		336.00	67.2%
Total Salaries-Regular Part Time	0.00		0.00		336.00	67.2%
Total City Hall & General Buildings	0.00		0.00	83.00	12,191.79	55.7%
Clerk/Treasurer & Finance Admin Commodities						
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		764.76	76.5%
Taping meetings	0.00		0.00		250.00	100.0%
Total Commodities	0.00		0.00		1,166.01	39.5%
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		2,321.07	77.4%
Meeting Set Up Fees	0.00		0.00		360.00	288.0%
Payments to Other Agencies						
Notary Fees	0.00		0.00		0.00	0.0%
Total Payments to Other Agencies	0.00		0.00		0.00	0.0%
Printing/Copying	0.00		0.00		433.00	86.6%
Technology Services	0.00		0.00		1,022.15	136.3%
Total Contractual Services	0.00		0.00		5,557.42	62.5%
Employee Benefits & Costs						
FICA	0.00		388.01	63.8%	608.00	63.8%
IPERS	0.00		603.52	69.0%	875.00	69.0%
Medicare	0.00		90.75	63.9%	142.00	63.9%
Unemployment Compensation	0.00		65.16	54.3%	120.00	54.3%
Total Employee Benefits & Costs	0.00		1,147.44	65.8%	1,745.00	65.8%
Salaries-Regular Part Time Clerk, Treasurer, Historian	0.00		0.00		5,922.33	60.4%
Total Salaries-Regular Part Time	0.00		0.00		5,922.33	60.4%
Staff Development						
Dues & Memberships						
Chamber of Commerce	0.00		0.00		0.00	0.0%
Dues and Memberships	0.00		0.00		0.00	0.0%
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		2,390.83	72.4%
Total Staff Development	0.00		0.00		2,390.83	72.4%
Total Clerk/Treasurer & Finance Admin	0.00		1,147.44	65.8%	16,184.03	60.7%
Election Expenses	0.00		0.00		1,756.83	109.8%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

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 Cash Basis

	ROAD USE TAX			EMPLOYEE BENEFITS			TOTAL		
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
Legal Services	0.00			0.00			114,270.83	50,000.00	228.5%
Mayor/Council Operations									
Employee Benefits & Costs									
FICA	0.00			193.97	370.00	52.4%	193.97	370.00	52.4%
IPERS-Council	0.00			35.72	89.00	40.1%	35.72	89.00	40.1%
Medicare	0.00			43.26	87.00	49.7%	43.26	87.00	49.7%
Unemployment Compensation	0.00			32.82	80.00	41.0%	32.82	80.00	41.0%
Total Employee Benefits & Costs	0.00			305.77	626.00	48.8%	305.77	626.00	48.8%
Salaries-Regular Part Time									
Council	0.00			0.00	0.00		2,000.00	4,000.00	50.0%
Mayor	0.00			0.00	0.00		983.50	1,967.00	50.0%
Total Salaries-Regular Part Time	0.00			0.00			2,983.50	5,967.00	50.0%
Total Mayor/Council Operations	0.00			305.77	626.00	48.8%	3,289.27	6,593.00	49.9%
TIF Analysis	0.00			0.00	0.00		14,000.00	0.00	100.0%
Tort Liability Insurance	0.00			0.00	0.00		133.00	6,450.00	2.1%
Total GENERAL GOVERNMENT	0.00			1,453.21	2,454.00	59.2%	161,825.75	113,197.00	143.0%
PUBLIC SAFETY									
Building Inspections									
Building / Rental Inspection	0.00			0.00	0.00		12,635.00	15,200.00	83.1%
Total Building Inspections	0.00			0.00	0.00		12,635.00	15,200.00	83.1%
Crossing Guard									
Employee Benefits & Costs									
FICA	0.00			110.05	279.00	39.4%	110.05	279.00	39.4%
IPERS	0.00			162.99	402.00	40.5%	162.99	402.00	40.5%
Medicare	0.00			25.74	65.00	39.6%	25.74	65.00	39.6%
Unemployment Compensation	0.00			18.12	60.00	30.2%	18.12	60.00	30.2%
Total Employee Benefits & Costs	0.00			316.90	806.00	39.3%	316.90	806.00	39.3%
Salaries									
Crossing Guard	0.00			0.00	0.00		2,325.00	4,500.00	51.7%
Total Salaries	0.00			0.00	0.00		2,325.00	4,500.00	51.7%
Supplies									
Crossing Guard - Other	0.00			0.00	0.00		0.00	200.00	0.0%
Total Crossing Guard	0.00			316.90	806.00	39.3%	2,641.90	5,506.00	48.0%
Fire									
Contracts w/Other Agencies									
Coralville Fire Dept	0.00			0.00	0.00		31,017.00	31,820.00	97.5%
Hydrant Flush-City of Iowa City	0.00			0.00	0.00		1,716.00	3,520.00	48.8%
Total Contracts w/Other Agencies	0.00			0.00	0.00		32,733.00	35,340.00	92.6%
Total Fire	0.00			0.00	0.00		32,733.00	35,340.00	92.6%
Hazmat-Johnson County	0.00			0.00	0.00		525.50	526.00	99.9%
Police									
Commodities									
Car Purchase	0.00			0.00	0.00		0.00	16,000.00	0.0%

City of University Heights, Iowa Profit & Loss Budget vs. Actual July 2015 through January 2016

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
Major Equipment						
Car Equipment	0.00			2,250.00	5,000.00	45.0%
Total Major Equipment	0.00			2,250.00	5,000.00	45.0%
Minor Equipment						
Operating Police Equipment	0.00			1,073.00	1,500.00	71.5%
Regular Officer Uniform	0.00			0.00	3,500.00	0.0%
Total Minor Equipment	0.00			1,073.00	5,000.00	21.5%
Supplies						
Ammunition	0.00			2,550.00	3,500.00	72.9%
Business Meetings/Meals	0.00			0.00	300.00	0.0%
Office Supplies	0.00			1,128.48	3,000.00	37.6%
Operating Supplies	0.00			535.41	3,000.00	17.8%
Other Supplies	0.00			1,791.94	2,000.00	89.6%
Postage/Shipping	0.00			76.38	600.00	12.7%
Professional Memberships	0.00			405.00	400.00	101.3%
Total Supplies	0.00			6,487.21	12,800.00	50.7%
Total Commodities	0.00			9,810.21	38,800.00	25.3%
Contractual Services						
Garage Rental	0.00			600.00	2,400.00	25.0%
Payments to Other Agencies	0.00			0.00	300.00	0.0%
County Jail/Service/Filing Fees	0.00			0.00	150.00	0.0%
Evidence testing	0.00			0.00	500.00	21.0%
Technology Services	0.00			105.00	500.00	21.0%
Total Payments to Other Agencies	0.00			105.00	950.00	11.1%
Police Insurance-Car/Liability	0.00			0.00	7,802.00	0.0%
Printing/Copying	0.00			555.96	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			2,127.96	12,652.00	16.8%
Police Benefits & Costs						
Police FICA	0.00			10,423.10	16,541.00	63.0%
Police Health Insurance	0.00			9,306.69	13,417.00	69.4%
Police IPERS	0.00			15,449.27	26,253.00	58.8%
Police Medicare	0.00			2,439.76	3,869.00	63.1%
Police SUTA	0.00			937.53	2,000.00	46.9%
Police Workers Compensation	0.00			958.00	18,031.00	5.3%
Total Police Benefits & Costs	0.00			39,514.35	80,111.00	49.3%
Police Gross Wages						
Holiday & Other Pay	0.00			0.00	28,000.00	78.5%
Miscellaneous Payroll Item	0.00			553.00	0.00	100.0%
Police Gross Wages	0.00			145,734.28	238,773.00	61.0%
Salaries-Reserves	0.00			0.00	24.00	0.0%
Total Police Gross Wages	0.00			168,262.95	266,797.00	63.1%
Repair/Maint/Utilities						
Telecommunications Expense	0.00			0.00	0.00	0.0%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

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 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Jan ...	Budget	Jul '15 - Jan ...	Budget	Jul '15 - Jan ...	Budget
IT Support	0.00		0.00		719.30	1,000.00
Verizon/Pager Fees/Mediacom	0.00		0.00		1,507.24	3,636.00
Total Telecommunications Expense	0.00		0.00		2,226.54	4,636.00
Vehicle Operations						
Fuel	0.00		0.00		4,586.89	16,000.00
Other	0.00		0.00		0.00	500.00
Washes	0.00		0.00		366.00	700.00
Total Vehicle Operations	0.00		0.00		4,952.89	17,200.00
Vehicle Repair						
Bicycle Maint/Repair	0.00		0.00		0.00	200.00
Car Maint/Repair	0.00		0.00		2,415.82	10,000.00
Total Vehicle Repair	0.00		0.00		2,415.82	10,200.00
Total Repair/Maint/Utilities	0.00		0.00		9,595.25	32,036.00
Staff Development						
Meetings & Conferences	0.00		0.00		1,576.72	0.00
Regular Officer Training						
Academy Training	0.00		0.00		0.00	7,500.00
Officer Training	0.00		0.00		1,010.00	6,500.00
Training Supplies	0.00		0.00		502.22	2,000.00
Total Regular Officer Training	0.00		0.00		1,512.22	16,000.00
Total Staff Development	0.00		0.00		3,088.94	16,000.00
Total Police	0.00		39,514.35		232,399.66	446,396.00
Total PUBLIC SAFETY	0.00		39,831.25		280,935.06	502,968.00
PUBLIC WORKS						
Other Public Works						
Contracts-Other Agencies						
IC Animal Center	0.00		0.00		592.83	1,200.00
IC Bus Service	0.00		0.00		21,040.69	36,161.00
SEATS Service	0.00		0.00		4,925.62	8,444.00
Total Contracts-Other Agencies	0.00		0.00		26,559.14	45,805.00
Total Other Public Works	0.00		0.00		26,559.14	45,805.00
Roads, Bridges, & Sidewalks						
Contractual Services						
Engineering Fees	0.00		0.00		59,259.38	50,000.00
Repairs/Improvements						
Arterial panel replacements	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Asphalt patch projects	255.00	4,000.00	0.00	0.00	255.00	4,000.00
Local panel replacements	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Melrose East - panel replacemnt	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Sidewalk Repairs	488.58		0.00	0.00	488.58	0.00
Street Repairs	6,385.00		0.00	0.00	6,385.00	0.00
Sunset Street landscape	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Traffic sign assessment/mgmt	1,876.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Roads, Bridges, & Sidewalks	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total PUBLIC WORKS	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Other Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00	0.00	23,000.00
Total Public Works	0.00	488.58	0.00	0.00	488.58	0.00
Total Public Works	0.00	6,385.00	0.00	0.00	6,385.00	0.00
Total Public Works	0.00	2,500.00	0.00	0.00	0.00	2,500.00
Total Public Works	0.00	4,500.00	0.00	0.00	1,876.00	4,500.00
Total Public Works	0.00	16,000.00	0.00	0.00	0.00	16,000.00
Total Public Works	0.00	4,000.00	0.00	0.00	255.00	4,000.00
Total Public Works	0.00	13,500.00	0.00	0.00	0.00	13,500.00
Total Public Works	0.00	23,000.00	0.00	0.00</		

City of University Heights, Iowa Profit & Loss Budget vs. Actual July 2015 through January 2016

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Jan ...	% of Budget	Jul '15 - Jan ...	% of Budget	Jul '15 - Jan ...	% of Budget
Total Repairs/Improvements	9,014.58	14.2%	0.00		9,014.58	14.2%
Striping/Curb Renumbering	5,218.00	87.0%	0.00		5,218.00	87.0%
Total Contractual Services	14,232.58	20.5%	0.00		14,232.58	20.5%
Snow Removal-Contractual	4,347.50	12.4%	0.00		4,347.50	12.4%
Storm water permit	0.00		0.00		0.00	0.0%
Street Lighting Electricity	4,741.37	55.8%	0.00		4,741.37	55.8%
Street Sweeping-Contractual	0.00	0.0%	0.00		0.00	0.0%
Traffic Controls and Safety	26.50	10.6%	0.00		26.50	10.6%
Street Signs-Commodities	443.80	59.2%	0.00		443.80	59.2%
Traffic Light Electricity	470.30	47.0%	0.00		470.30	47.0%
Total Traffic Controls and Safety	23,791.75	20.2%	0.00		23,791.75	20.2%
Total Roads, Bridges, & Sidewalks						
Sanitation						
Contractual						
Grandview Recycling	0.00		0.00		0.00	12.8%
Leaf Vacuuming	0.00		0.00		0.00	116.2%
Trash/Recycling	0.00		0.00		0.00	66.9%
Total Contractual	0.00		0.00		0.00	83.8%
Total Sanitation	0.00		0.00		0.00	83.8%
Total PUBLIC WORKS	23,791.75	20.2%	0.00		23,791.75	20.2%
Total Expense	23,791.75	20.2%	41,284.46	49.5%	65,076.21	63.9%
Net Ordinary Income	56,389.87	-451.1%	4,616.21	100.0%	61,006.08	7,719.6%
Net Income	56,389.87	-451.1%	4,616.21	100.0%	61,006.08	7,719.6%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

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 02/07/16
 Cash Basis

	GENERAL			DEBT SERVICE			POLICE FORFEITURE		
	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget	Jul '15 - Jan ...	Budget	% of Budget
Ordinary Income/Expense									
Income									
CHARGES FOR SERVICES	81.00	1,000.00	8.1%	0.00			0.00		
GENERAL PROPERTY TAXES	320,438.47	585,938.00	54.7%	17,712.29	32,400.00	54.7%	0.00		
INTERGOVERNMENTAL/SHARED REVENUE	4,131.92	4,339.00	95.2%	0.00			0.00		
LICENSES & PERMITS	146,162.50	26,890.00	543.6%	0.00			0.00		
MISCELLANEOUS REVENUES	48,994.74	113,250.00	43.3%	0.00			0.00		
OTHER CITY TAXES	4,669.02	5,000.00	49.0%	256.29			0.00		
USE OF MONEY & PROPERTY	2,447.70			0.00			4.79		
Total Income	526,925.35	736,417.00	71.6%	17,968.58	32,400.00	55.5%	4.79		
Gross Profit	526,925.35	736,417.00	71.6%	17,968.58	32,400.00	55.5%	4.79		
Expense									
COMMUNITY & ECONOMIC DEV.	1,140.00	5,000.00	22.8%	0.00			0.00		
CULTURE & RECREATION	26,281.96	50,977.00	51.6%	0.00			0.00		
DEBT SERVICE	0.00			1,249.29	32,400.00	3.9%	0.00		
GENERAL GOVERNMENT	160,372.54	110,743.00	144.8%	0.00			0.00		
PUBLIC SAFETY	241,103.81	422,051.00	57.1%	0.00			0.00		
PUBLIC WORKS	115,621.41	134,367.00	86.0%	0.00			0.00		
Total Expense	544,519.72	723,138.00	75.3%	1,249.29	32,400.00	3.9%	0.00		
Net Ordinary Income	-17,594.37	13,279.00	-132.5%	16,719.29	0.00	100.0%	4.79		
Net Income	-17,594.37	13,279.00	-132.5%	16,719.29	0.00	100.0%	4.79	0.00	100.0%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

11:19 PM
 02/07/16
 Cash Basis

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Jan ...	% of Budget	Jul '15 - Jan ...	% of Budget	Jul '15 - Jan ...	% of Budget
Ordinary Income/Expense						
Income						
CHARGES FOR SERVICES	0.00		0.00		81.00	8.1%
GENERAL PROPERTY TAXES	0.00		45,074.11	83,371.00	383,224.87	701,709.00
INTERGOVERNMENTAL/SHARED REVENUE	80,181.62	76.4%	0.00		84,313.54	109,339.00
LICENSES & PERMITS	0.00		0.00		146,162.50	26,890.00
MISCELLANEOUS REVENUES	0.00		0.00		48,994.74	113,250.00
OTHER CITY TAXES	0.00		659.46		5,584.77	0.00
USE OF MONEY & PROPERTY	0.00		167.10		2,619.59	5,000.00
Total Income	80,181.62	76.4%	45,900.67	83,371.00	670,981.01	957,188.00
Gross Profit	80,181.62	76.4%	45,900.67	83,371.00	670,981.01	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		1,453.21	2,454.00	161,825.75	113,197.00
PUBLIC SAFETY	0.00		39,831.25	80,917.00	280,935.06	502,968.00
PUBLIC WORKS	23,791.75	20.2%	0.00		139,413.16	251,867.00
Total Expense	23,791.75	20.2%	41,284.46	83,371.00	610,845.22	956,409.00
Net Ordinary Income	56,389.87	-451.1%	4,616.21	0.00	60,135.79	779.00
Net Income	56,389.87	-451.1%	4,616.21	0.00	60,135.79	779.00

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
July 2015 through January 2016

	Jul '15 - Jan...	Budget	% of Budget
Ordinary Income/Expense			
Income			
CHARGES FOR SERVICES			
Police Reports	81.00	1,000.00	8.1%
Total CHARGES FOR SERVICES	81.00	1,000.00	8.1%
GENERAL PROPERTY TAXES			
Benefits Levies	45,074.11	83,371.00	54.1%
Commercial Prop Tax Rplmnt adj	0.00	-4,339.00	0.0%
Debt Service Levy	17,712.29	32,400.00	54.7%
Insurance Levy	5,762.91	14,252.00	40.4%
Library Services Levy	9,298.89	17,143.00	54.2%
Regular Property Tax	281,180.93	514,277.00	54.7%
Transit Levy	24,195.74	44,605.00	54.2%
Total GENERAL PROPERTY TAXES	383,224.87	701,709.00	54.6%
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	80,181.62	105,000.00	76.4%
Total State Shared Revenues	80,181.62	109,339.00	73.3%
Total INTERGOVERNMENTAL/SHARED REVEN...	84,313.54	109,339.00	77.1%
LICENSES & PERMITS			
Beer/Wine/Liquor/Cig Permits	0.00	390.00	0.0%
Building/Equipment Permits	117,072.50	10,000.00	1,170.7%
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%
Total LICENSES & PERMITS	146,162.50	26,890.00	543.6%
MISCELLANEOUS REVENUES			
Cable TV Franchise	6,692.34	14,000.00	47.8%
Contributions	475.00	250.00	190.0%
Fines			
Parking Fines	2,710.00	7,000.00	38.7%
Traffic Fines-Clk of Ct	37,959.90	90,000.00	42.2%
Total Fines	40,669.90	97,000.00	41.9%
Misc. Income			
Other	-50.00	1,000.00	-5.0%
Total Misc. Income	-50.00	1,000.00	-5.0%
Refunds and Reimbursements	1,207.50	1,000.00	120.8%
Total MISCELLANEOUS REVENUES	48,994.74	113,250.00	43.3%
OTHER CITY TAXES			
Utility Excise Tax	5,584.77		
Total OTHER CITY TAXES	5,584.77		
USE OF MONEY & PROPERTY			
Interest on Cash Investments	2,619.59	5,000.00	52.4%
Total USE OF MONEY & PROPERTY	2,619.59	5,000.00	52.4%
Total Income	670,981.01	957,188.00	70.1%
Gross Profit	670,981.01	957,188.00	70.1%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
July 2015 through January 2016

Expense	Jul '15 - Jan...	Budget	% of Budget
COMMUNITY & ECONOMIC DEV.			
Tree Trimming/Lawn Care	1,140.00	5,000.00	22.8%
Total COMMUNITY & ECONOMIC DEV.	<u>1,140.00</u>	<u>5,000.00</u>	22.8%
CULTURE & RECREATION			
Community Support Projects	88.00	500.00	17.6%
Library	19,881.49	44,677.00	44.5%
Parks			
Park Expenses	1,312.47	800.00	164.1%
Park Update Contribution	5,000.00	5,000.00	100.0%
Total Parks	<u>6,312.47</u>	<u>5,800.00</u>	108.8%
Total CULTURE & RECREATION	26,281.96	50,977.00	51.6%
DEBT SERVICE			
Interest	1,249.29	2,400.00	52.1%
Principal	0.00	30,000.00	0.0%
Total DEBT SERVICE	<u>1,249.29</u>	<u>32,400.00</u>	3.9%
GENERAL GOVERNMENT			
City Hall & General Buildings			
Commodities			
Supplies	309.00	200.00	154.5%
Total Commodities	<u>309.00</u>	<u>200.00</u>	154.5%
Contractual			
Rents & Leases	9,619.61	16,491.00	58.3%
Total Contractual	<u>9,619.61</u>	<u>16,491.00</u>	58.3%
Employee Benefits & Costs			
FICA	0.00	31.00	0.0%
IPERS	0.00	45.00	0.0%
Medicare	0.00	7.00	0.0%
Total Employee Benefits & Costs	<u>0.00</u>	<u>83.00</u>	0.0%
Repair/Maint/Utilities			
Maintenance	0.00	1,000.00	0.0%
Telecommunications	1,271.81	2,000.00	63.6%
Utilities	655.37	1,600.00	41.0%
Total Repair/Maint/Utilities	<u>1,927.18</u>	<u>4,600.00</u>	41.9%
Salaries-Regular Part Time			
Facilities Assistant	336.00	500.00	67.2%
Total Salaries-Regular Part Time	<u>336.00</u>	<u>500.00</u>	67.2%
Total City Hall & General Buildings	12,191.79	21,874.00	55.7%
Clerk/Treasurer & Finance Admin			
Commodities			
Hardware/Software	0.00	1,000.00	0.0%
Minor Equipment/Supplies/Techno	151.25	700.00	21.6%
Office Supplies and Postage	764.76	1,000.00	76.5%
Taping meetings	250.00	250.00	100.0%
Total Commodities	<u>1,166.01</u>	<u>2,950.00</u>	39.5%
Contractual Services			
Accounting Fees	1,400.00	4,400.00	31.8%
Bank/CCard Fees	21.20	50.00	42.4%
Legal Publications	2,321.07	3,000.00	77.4%
Meeting Set Up Fees	360.00	125.00	288.0%
Payments to Other Agencies			
Notary Fees	0.00	60.00	0.0%
Total Payments to Other Agencies	<u>0.00</u>	<u>60.00</u>	0.0%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
July 2015 through January 2016

	Jul '15 - Jan...	Budget	% of Budget
Printing/Copying	433.00	500.00	86.6%
Technology Services	1,022.15	750.00	136.3%
Total Contractual Services	5,557.42	8,885.00	62.5%
Employee Benefits & Costs			
FICA	388.01	608.00	63.8%
IPERS	603.52	875.00	69.0%
Medicare	90.75	142.00	63.9%
Unemployment Compensation	65.16	120.00	54.3%
Total Employee Benefits & Costs	1,147.44	1,745.00	65.8%
Salaries-Regular Part Time			
Clerk, Treasuer, Historian	5,922.33	9,800.00	60.4%
Total Salaries-Regular Part Time	5,922.33	9,800.00	60.4%
Staff Development			
Dues & Memberships			
Chamber of Commerce	0.00	500.00	0.0%
Dues and Memberships	0.00	500.00	0.0%
IA League of Cities	726.00	635.00	114.3%
JCOG Assessment	1,664.83	1,665.00	100.0%
Total Dues & Memberships	2,390.83	3,300.00	72.4%
Total Staff Development	2,390.83	3,300.00	72.4%
Total Clerk/Treasurer & Finance Admin	16,184.03	26,680.00	60.7%
Election Expenses	1,756.83	1,600.00	109.8%
Legal Services	114,270.83	50,000.00	228.5%
Mayor/Council Operations			
Employee Benefits & Costs			
FICA	193.97	370.00	52.4%
IPERS-Council	35.72	89.00	40.1%
Medicare	43.26	87.00	49.7%
Unemployment Compensation	32.82	80.00	41.0%
Total Employee Benefits & Costs	305.77	626.00	48.8%
Salaries-Regular Part Time			
Council	2,000.00	4,000.00	50.0%
Mayor	983.50	1,967.00	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%
TIF Analysis	14,000.00		
Tort Liability Insurance	133.00	6,450.00	2.1%
Total GENERAL GOVERNMENT	161,825.75	113,197.00	143.0%
PUBLIC SAFETY			
Building Inspections			
Building / Rental Inspection	12,635.00	15,200.00	83.1%
Total Building Inspections	12,635.00	15,200.00	83.1%
Crossing Guard			
Employee Benefits & Costs			
FICA	110.05	279.00	39.4%
IPERS	162.99	402.00	40.5%
Medicare	25.74	65.00	39.6%
Unemployment Compensation	18.12	60.00	30.2%
Total Employee Benefits & Costs	316.90	806.00	39.3%
Salaries			
Crossing Guard	2,325.00	4,500.00	51.7%
Total Salaries	2,325.00	4,500.00	51.7%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
July 2015 through January 2016

	Jul '15 - Jan...	Budget	% of Budget
Supplies	0.00	200.00	0.0%
Crossing Guard - Other	0.00	0.00	0.0%
Total Crossing Guard	2,641.90	5,506.00	48.0%
Fire			
Contracts w/Other Agencies			
Coralville Fire Dep't	31,017.00	31,820.00	97.5%
Hydrant Flush-City of Iowa City	1,716.00	3,520.00	48.8%
Total Contracts w/Other Agencies	32,733.00	35,340.00	92.6%
Total Fire	32,733.00	35,340.00	92.6%
Hazmat-Johnson County	525.50	526.00	99.9%
Police			
Commodities			
Car Purchase	0.00	16,000.00	0.0%
Major Equipment			
Car Equipment	2,250.00	5,000.00	45.0%
Total Major Equipment	2,250.00	5,000.00	45.0%
Minor Equipment			
Operating Police Equipment	1,073.00	1,500.00	71.5%
Regular Officer Uniform	0.00	3,500.00	0.0%
Total Minor Equipment	1,073.00	5,000.00	21.5%
Supplies			
Ammunition	2,550.00	3,500.00	72.9%
Business Meetings/Meals	0.00	300.00	0.0%
Office Supplies	1,128.48	3,000.00	37.6%
Operating Supplies	535.41	3,000.00	17.8%
Other Supplies	1,791.94	2,000.00	89.6%
Postage/Shipping	76.38	600.00	12.7%
Professional Memberships	405.00	400.00	101.3%
Total Supplies	6,487.21	12,800.00	50.7%
Total Commodities	9,810.21	38,800.00	25.3%
Contractual Services			
Garage Rental	600.00	2,400.00	25.0%
Payments to Other Agencies			
County Jail/Service/Filing Fees	0.00	300.00	0.0%
Evidence testing	0.00	150.00	0.0%
Technology Services	105.00	500.00	21.0%
Total Payments to Other Agencies	105.00	950.00	11.1%
Police Insurance-Car/Liability	0.00	7,802.00	0.0%
Printing/Copying	555.96	1,000.00	55.6%
Prof Serv-Psych Testing-Physica	692.00	500.00	138.4%
Special Events Staff	175.00		
Total Contractual Services	2,127.96	12,652.00	16.8%
Police Benefits & Costs			
Police FICA	10,423.10	16,541.00	63.0%
Police Health Insurance	9,306.69	13,417.00	69.4%
Police IPERS	15,449.27	26,253.00	58.8%
Police Medicare	2,439.76	3,869.00	63.1%
Police SUTA	937.53	2,000.00	46.9%
Police Workers Compensation	958.00	18,031.00	5.3%
Total Police Benefits & Costs	39,514.35	80,111.00	49.3%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
July 2015 through January 2016

	Jul '15 - Jan...	Budget	% of Budget
Police Gross Wages			
Holiday & Other Pay	21,975.67	28,000.00	78.5%
Miscellaneous Payroll Item	553.00		
Police Gross Wages	145,734.28	238,773.00	61.0%
Salaries-Reserves	0.00	24.00	0.0%
Total Police Gross Wages	168,262.95	266,797.00	63.1%
Repair/Maint/Utilities			
Telecommunications Expense			
IT Support	719.30	1,000.00	71.9%
Verizon/Pager Fees/Mediacom	1,507.24	3,636.00	41.5%
Total Telecommunications Expense	2,226.54	4,636.00	48.0%
Vehicle Operations			
Fuel	4,586.89	16,000.00	28.7%
Other	0.00	500.00	0.0%
Washes	366.00	700.00	52.3%
Total Vehicle Operations	4,952.89	17,200.00	28.8%
Vehicle Repair			
Bicycle Maint/Repair	0.00	200.00	0.0%
Car Maint/Repair	2,415.82	10,000.00	24.2%
Total Vehicle Repair	2,415.82	10,200.00	23.7%
Total Repair/Maint/Utilities	9,595.25	32,036.00	30.0%
Staff Development			
Meetings & Conferences	1,576.72		
Regular Officer Training			
Academy Training	0.00	7,500.00	0.0%
Officer Training	1,010.00	6,500.00	15.5%
Training Supplies	502.22	2,000.00	25.1%
Total Regular Officer Training	1,512.22	16,000.00	9.5%
Total Staff Development	3,088.94	16,000.00	19.3%
Total Police	232,399.66	446,396.00	52.1%
Total PUBLIC SAFETY	280,935.06	502,968.00	55.9%
PUBLIC WORKS			
Other Public Works			
Contracts-Other Agencies			
IC Animal Center	592.83	1,200.00	49.4%
IC Bus Service	21,040.69	36,161.00	58.2%
SEATS Service	4,925.62	8,444.00	58.3%
Total Contracts-Other Agencies	26,559.14	45,805.00	58.0%
Total Other Public Works	26,559.14	45,805.00	58.0%
Roads, Bridges, & Sidewalks			
Contractual Services			
Engineering Fees	59,259.38	50,000.00	118.5%
Repairs/Improvements			
Arterial panel replacements	0.00	16,000.00	0.0%
Asphale patch projects	255.00	4,000.00	6.4%
Local panel replacements	0.00	13,500.00	0.0%
Melrose East - panel replacemnt	0.00	23,000.00	0.0%
Sidewalk Repairs	498.58		
Street Repairs	6,385.00		
Sunset Street landscape	0.00	2,500.00	0.0%
Traffic sign assessment/mgmt	1,876.00	4,500.00	41.7%
Total Repairs/Improvements	9,014.58	63,500.00	14.2%

City of University Heights, Iowa
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

	Jul '15 - Jan...	Budget	% of Budget
Striping/Curb Renumbering	5,218.00	6,000.00	87.0%
Total Contractual Services	73,491.96	119,500.00	61.5%
Snow Removal-Contractual	4,347.50	35,000.00	12.4%
Storm water permit	0.00	3,000.00	0.0%
Street Lighting Electricity	4,741.37	8,500.00	55.8%
Street Sweeping-Contractual	0.00	3,500.00	0.0%
Traffic Controls and Safety			
Street Signs-Commodities	26.50	250.00	10.6%
Traffic Light Electricity	443.80	750.00	59.2%
Total Traffic Controls and Safety	470.30	1,000.00	47.0%
Total Roads, Bridges, & Sidewalks	83,051.13	170,500.00	48.7%
Sanitation			
Contractual			
Grandview Recycling	153.00	1,200.00	12.8%
Leaf Vacuuming	15,686.64	13,500.00	116.2%
Trash/Recycling	13,963.25	20,862.00	66.9%
Total Contractual	29,802.89	35,562.00	83.8%
Total Sanitation	29,802.89	35,562.00	83.8%
Total PUBLIC WORKS	139,413.16	251,867.00	55.4%
Total Expense	610,845.22	956,409.00	63.9%
Net Ordinary Income	60,135.79	779.00	7,719.6%
Net Income	60,135.79	779.00	7,719.6%

02/09/16

City of University Heights, Iowa
Warrants for Council Approval
 January 13 through February 9, 2016

Date	Name	Memo	Amount
Jan 13 - Feb 9, 16			
01/15/2016	Jones, Christian R		-489.00
01/15/2016	Lyon, Kristofer S		-1,116.53
01/15/2016	Plate, Harold,		-106.00
01/15/2016	Schmitz, Jakub J		-1,356.36
01/15/2016	Sherman, Nicholas M		-1,274.36
01/15/2016	Simcox, Levio M		-939.00
01/15/2016	Stanley, Kenneth L		-1,575.49
01/15/2016	Stanley, Kenneth L		-246.02
01/15/2016	Internal Revenue Service	42-1109342	-2,584.46
01/22/2016	MidAmerican Energy	pedestrian lights at 113 Golfview	-36.40
01/22/2016	MidAmerican Energy	1301 Melrose stop light	-31.84
01/22/2016	MidAmerican Energy	1011 Melrose stop light	-27.02
01/22/2016	MidAmerican Energy	City Hall gas/electricity	-67.15
01/27/2016	MidAmerican Energy	street lights	-641.13
01/30/2016	Anderson, Christine M.		-408.22
01/30/2016	Jones, Christian R		-867.98
01/30/2016	Kimura, Lori D.		-337.65
01/30/2016	Lyon, Kristofer S		-1,241.51
01/30/2016	Plate, Harold,		-181.39
01/30/2016	Schmitz, Jakub J		-1,146.96
01/30/2016	Sherman, Nicholas M		-1,614.38
01/30/2016	Simcox, Levio M		-1,146.96
01/30/2016	Stanley, Kenneth L		-1,575.51
01/31/2016	Internal Revenue Service	42-1109342	-2,938.48
01/31/2016	Wellmark BC/BS	monthly insurance payment	-2,602.05
01/31/2016	IOWA PUBLIC EMPLOYEES ...		-189.50
01/31/2016	IOWA PUBLIC EMPLOYEES ...		-3,309.04
02/01/2016	Paul J. Moore, Melrose Aven...	City Hall Rent/garages automatic deposit	-1,374.23
02/01/2016	Verizon Wireless	monthly wireless service	-120.03
02/09/2016	Stan Laverman	rental inspector salary	-500.00
02/09/2016	SEATS	Seats Payment	-703.66
02/09/2016	City of Iowa City	bus, fuel, library, hydrant, animal services	-15,644.10
02/09/2016	CenturyLink	telephone service for January	-123.41
02/09/2016	Johnson County Refuse, Inc.	January recycling	-1,738.50
02/09/2016	Mediacom	online service 2/3/16-3/2/16	-109.95
02/09/2016	Big Ten University Towing, Inc	change flat tire Ford Explorer	-80.00
02/09/2016	Rotary Club of Iowa City Dow...	3rd quarter dues RY2016	-165.00
02/09/2016	Republic Companies	bolts for street signs	-53.96
02/09/2016	Pyramid Services Inc.	oil change/head light	-64.24
02/09/2016	Terry Goerd	January inspection services	-1,085.00
02/09/2016	Westport Touchless Autowash	December vehicle washes	-30.00
02/09/2016	Police Magazine	magazine renewal	-20.00
02/09/2016	Shive Hattery	engineering services 1/2/16-1/29/16	-9,420.90
02/09/2016	Leff Law Firm, L.L.P.	legal services 1/9/2016-2/4/16	-6,957.50
02/09/2016	Internet Navigator	monthly fee for city website/email service	-24.95
02/09/2016	Racom Corporation	install emergency light	-95.00
02/09/2016	Iowa Prison Industries	street signs	-317.46
02/09/2016	City of Cedar Rapids	police academy for Lyon, Simcox, Schmitz	-4,500.00
02/09/2016	Deery Brothers Ford Lincoln Inc	replace front car strut	-496.56
02/09/2016	Iowa City Press-Citizen	January publications	-534.43
02/09/2016	International Assoc of Chiefs ...	annual 2016 membership fee for IACP	-150.00
02/09/2016	VISA	paper/toner/drum kit/blank cds	-441.90
02/09/2016	VISA	training classes/answering service/car part	-567.95
02/09/2016	VISA	folders/toner/cds/postage/bolts/CD & DVD dupli...	-384.25
02/09/2016	Pyramid Services Inc.	police car maintenance	-31.50
02/09/2016	City of Iowa City	capital costs related to new Animal Shelter	-3,488.89
02/09/2016	Brad Wiley	January council meeting filming & editing	-100.00
02/09/2016	Hawkeye Construction & Sno...	snow removal 12/28/15-2/3/16	-18,902.00

02/09/16

City of University Heights, Iowa
Warrants for Council Approval
January 13 through February 9, 2016

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
02/09/2016	Westport Touchless Autowash	January vehicle washes	-48.00
02/09/2016	CenturyLink	telephone service for February	-125.99

Jan 13 - Feb 9, 16

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff
FROM: Josiah Bilskemper, P.E.
DATE: February 6, 2016
RE: City Engineer's Report

(1) 2015 Sidewalk Inspections (SW Quadrant)

- a. The deadline to electively join the City administered sidewalk repair project was February 1, 2016. Letters with sidewalk reports were mailed to 33 properties. There are now 21 properties included in the list of repairs for the city project, 3 properties that have already completed repairs, and 2 properties that responded to confirm they will coordinate their own repairs.
- b. The documentation for the 2016 sidewalk repair project will now be prepared so that contractors can bid on the work in March.
- 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) 2015 Sidewalk Repair Project – Invoice Process

- a. Invoices were sent out for 29 properties involved in last year's sidewalk repair project. There are currently 8 properties with unpaid invoices, representing a total of \$2,600.
- b. We will reach out one more time to the remaining property owners with a friendly reminder of the remaining invoice, and notify them there will be an agenda item for the March 2016 council meeting to have any remaining unpaid costs assessed against the property for collection in the same manner as property taxes. This process is consistent with the information that has been provided to residents through the notification process and as available on the city website.

(3) One University Place – East Ravine Work

- a. Jeff Maxwell reports that their landscape architect (Confluence) has already started working with Judy Joyce to prepare an updated landscaping plan for the east ravine. This design exercise is not completed yet, but a draft of the proposed landscaping will be provided to the city council for review as soon as it is ready.
- b. The grading work in the east ravine got underway last fall, but was not fully completed before the winter weather moved in. Conditions remain the same with final grading and as-built survey for verification still to come when the weather improves.



(4) One University Place – Public Improvements Project

a. Review of the construction drawings and specifications are underway. We have attended meetings with MMS to discuss water main with the City of Iowa City water department, coordination meetings for the new traffic signals, and correspondence from MidAmerican Energy regarding overhead utility poles at the intersection.

b. Here is the current schedule developed by MMS:

Tuesday, March 8, 2016	Public Hearing (Proposed Plans and Specs)
Thursday, March 24, 2016	Receive and Open Bids
Tuesday, March 29, 2016	Special Council Meeting – Award Contract
April 5, 2016	Earliest Construction Start Date
T.B.D.	Construction Completion Date

c. The schedule above proposes holding a special council meeting on Tuesday, March 29th to consider the bids and award a construction contract. Confirming and setting the date for the special meeting can occur at the March council meeting.

d. One particular item of review that I would like to bring to your attention is the planned new water main to be extended north on Sunset Street along the length of the developer's property.

- i. It is the policy of the Iowa City Water Department that when new development occurs, they require the project extend water main to the edge of the property for future extension.
- ii. It just so happens that in this case, there is an existing water main with a dead-end on the east side of the Sunset and Grand intersection. Extending the water main north along Sunset Street to the edge of the development property will bring a water main closer to the dead-end pipe on Grand.
- iii. This will allow the City of Iowa City to undertake a project in the future to connect these water mains, creating a loop feed that will improve water pressures and reduce the number of future outages in situation where repairs are needed (because they can isolate the repair area and continue supplying water from two directions).
- iv. The last draft of the construction drawings showed installing this water main on the west side of the street (the ravine side of the street). The water main would be drilled underground at two locations to get under two large trees along the edge of the ravine. Since there is not much room between the street and the edge of the ravine, the alignment of the water main pipe would be very near the trunk of the trees. This creates an unknown risk that even though the pipe is drilled underground, there could be possible impact to any deep roots directly below the trunk.
- v. We are planning to proceed by moving this water main to the east side of the street, thereby eliminating this potential impact to the two existing large trees along the top of the ravine (both now from a construction standpoint, and possibly in the future from a maintenance or repair standpoint). The new water main would be located behind the sidewalk on the east side of the street, within the city's right-of-way, and extended to a point equal to the north corner of the

developer's property. A hydrant will be located at the end of the main and placed near this property line.

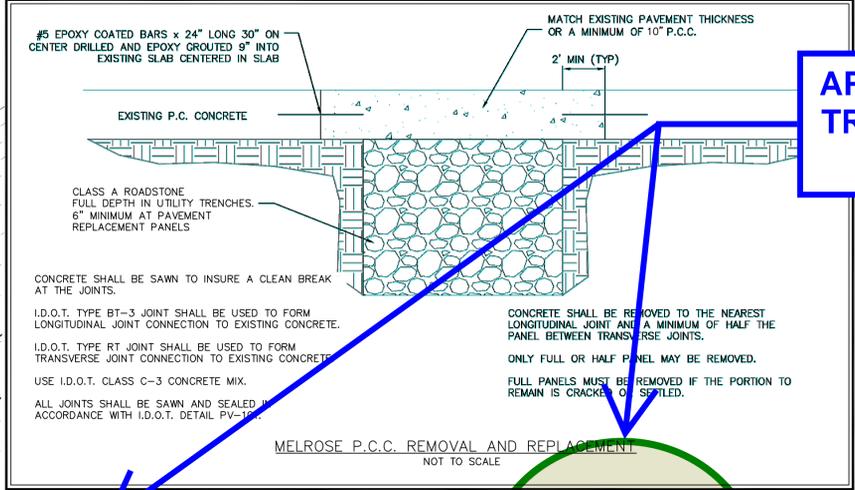
- vi. I'll review this again briefly with council during my engineering report, be available for questions, and will seek consensus from council on proceeding with this revised location to avoid potential impact to the trees along the top of the ravine.
 - vii. Attached sketch shows initial routing considered on the west side, and the revised concept to install water main on the east side of Sunset Street.
- e. The developer still needs to provide, and the council will need to take action on, required legal documentation for the acquisition of additional right-of-way on the north side of the intersection. As shown in the approved PUD, and on the construction drawings, a portion of the developer's property will be converted to city right-of-way near the intersection to accommodate the realignment. This item will likely be addressed at the March council meetings.

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

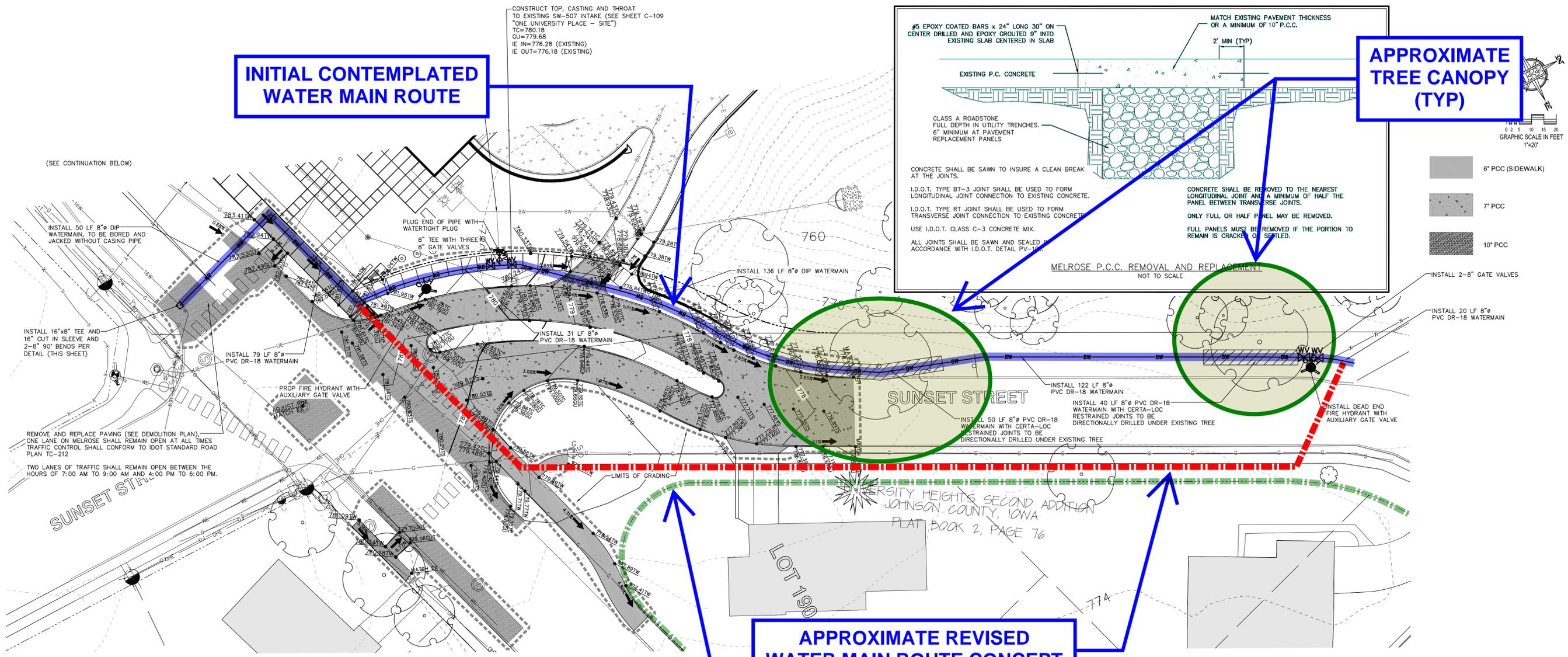
JDB

INITIAL CONTEMPLATED WATER MAIN ROUTE

APPROXIMATE TREE CANOPY (TYP)

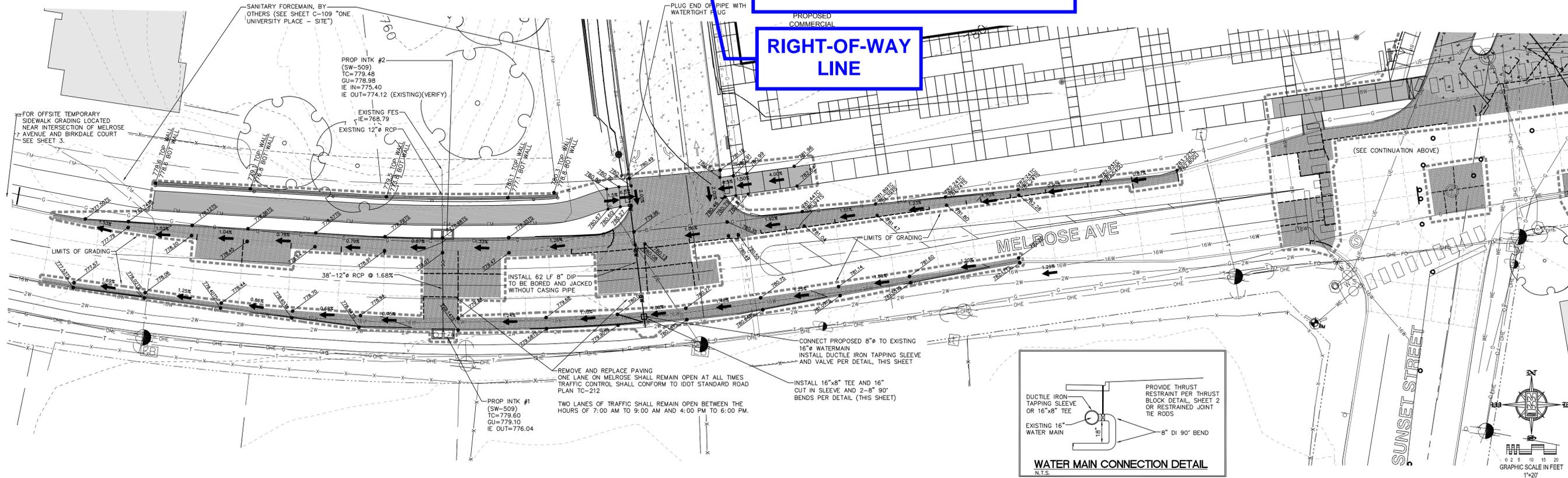


- 6" PCC (SIDEWALK)
- 7" PCC
- 10" PCC



APPROXIMATE REVISED WATER MAIN ROUTE CONCEPT

RIGHT-OF-WAY LINE



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
08/07/15	90% CONSTRUCTION SET
10/27/15	PER CITY COMMENTS -JUR
11/04/15	PER CITY COMMENTS -JRM/MAK
01/08/15	PER CITY COMMENTS -PVA/MAK

GRADING AND UTILITY PLAN

ONE UNIVERSITY PLACE PUBLIC IMPROVEMENTS

UNIVERSITY HEIGHTS JOHNSON COUNTY STATE OF IOWA

MMS CONSULTANTS, INC.

Date:	7-27-2015
Designed by:	RLA
Drawn by:	MAK
Checked by:	RLA
Project No:	IOWA CITY 5136012
Field Book No:	
Scale:	1"=20'
Sheet No:	5
of:	15

EAST AREA - HPS Vs LED COST
PREPARED FROM MOST RECENT STREETLIGHT BILL CODE/QUANTITY INFORMATION FOR THE CITY OF UNIVERSITY HEIGHTS

EAST EXISTING 100W HPS MP UG RATE CONVERSION TO LED								
YEAR	ENTER Quantity SUM of ??? on Bill	MONTHLY RATE 100W HPS @ ??? Billing Code Rate	MONTHLY RATE COMPARABLE 100W LED@ ELA Billing Code Rate	MONTHLY SAVINGS PER LIGHT	MONTHLY SAVINGS FOR ALL ??? LIGHTS	YEARLY SAVINGS PER LIGHT	YEARLY SAVINGS FOR ALL ??? LIGHTS	
2015	0	\$ 26.11	\$ 22.59	\$ 3.52	\$ -	\$ 21.12	\$ -	
2016	0	\$ 27.42	\$ 23.81	\$ 3.61	\$ -	\$ 43.32	\$ -	
2017	0	\$ 27.84	\$ 24.53	\$ 3.31	\$ -	\$ 39.72	\$ -	
2018	0	\$ 28.25	\$ 25.25	\$ 3.00	\$ -	\$ 36.00	\$ -	
2019	0	\$ 28.66	\$ 25.96	\$ 2.70	\$ -	\$ 32.40	\$ -	
2020	0	\$ 29.10	\$ 26.70	\$ 2.40	\$ -	\$ 28.80	\$ -	
2021	0	\$ 29.51	\$ 27.41	\$ 2.10	\$ -	\$ 25.20	\$ -	
2022	0	\$ 29.93	\$ 28.13	\$ 1.80	\$ -	\$ 21.60	\$ -	
2023	0	\$ 30.34	\$ 28.85	\$ 1.49	\$ -	\$ 17.88	\$ -	
ALL SAVING CALCULATED ARE ONLY AS ACCURATE AS THE LIGHT QUANTITY ENTERED AND MAY NOT REFLECT ACTUAL QUANTITIES & SAVINGS. QUANTITIES ENTERED EFFECT THE SAVINGS FOR THE ENTIRE RESPECTIVE YEAR AN DO NOT REFLECT PARTIAL YEAR SAVINGS							9 YR SAVINGS FOR ALL ??? LIGHTS	\$ -
							9 YR SAVINGS PER LIGHT	\$ 266.04

EAST EXISTING 100W HPS WP OH RATE CONVERSION TO LED								
YEAR	ENTER Quantity SUM of EMK on Bill	MONTHLY RATE 100W HPS @EMK Billing Code Rate	MONTHLY RATE COMPARABLE 100W LED@ ELK Billing Code Rate	MONTHLY SAVINGS PER LIGHT	MONTHLY SAVINGS FOR ALL EMK LIGHTS	YEARLY SAVINGS PER LIGHT	YEARLY SAVINGS FOR ALL EMK LIGHTS	
2015	59	\$ 10.80	\$ 7.28	\$ 3.52	\$ 207.68	\$ 21.12	\$ 1,246.08	
2016	59	\$ 10.89	\$ 7.28	\$ 3.61	\$ 212.99	\$ 43.32	\$ 2,555.88	
2017	59	\$ 10.59	\$ 7.28	\$ 3.31	\$ 195.29	\$ 39.72	\$ 2,343.48	
2018	59	\$ 10.28	\$ 7.28	\$ 3.00	\$ 177.00	\$ 36.00	\$ 2,124.00	
2019	59	\$ 9.98	\$ 7.28	\$ 2.70	\$ 159.30	\$ 32.40	\$ 1,911.60	
2020	59	\$ 9.68	\$ 7.28	\$ 2.40	\$ 141.60	\$ 28.80	\$ 1,699.20	
2021	59	\$ 9.38	\$ 7.28	\$ 2.10	\$ 123.90	\$ 25.20	\$ 1,486.80	
2022	59	\$ 9.08	\$ 7.28	\$ 1.80	\$ 106.20	\$ 21.60	\$ 1,274.40	
2023	59	\$ 8.77	\$ 7.28	\$ 1.49	\$ 87.91	\$ 17.88	\$ 1,054.92	
ALL SAVING CALCULATED ARE ONLY AS ACCURATE AS THE LIGHT QUANTITY ENTERED AND MAY NOT REFLECT ACTUAL QUANTITIES & SAVINGS. QUANTITIES ENTERED EFFECT THE SAVINGS FOR THE ENTIRE RESPECTIVE YEAR AN DO NOT REFLECT PARTIAL YEAR SAVINGS							9 YR SAVINGS PER LIGHT	\$ 266.04
							9 YR SAVINGS FOR ALL EMK LIGHTS	\$ 15,696.36

UHTS HAS 59 "100W" LIGHTS

EAST EXISTING 150W HPS MP UG CONVERSION TO LED								
YEAR	ENTER Quantity SUM of ??? on Bill	MONTHLY RATE 150W HPS @ ??? Billing Code Rate	MONTHLY RATE COMPARABLE 150W LED@ ELL Billing Code Rate	MONTHLY SAVINGS PER LIGHT	MONTHLY SAVINGS FOR ALL ??? LIGHTS	YEARLY SAVINGS PER LIGHT	YEARLY SAVINGS FOR ALL ??? LIGHTS	
2015	0	\$ 27.04	\$ 24.12	\$ 2.92	\$ -	\$ 17.52	\$ -	
2016	0	\$ 28.44	\$ 25.34	\$ 3.10	\$ -	\$ 37.20	\$ -	
2017	0	\$ 28.92	\$ 26.06	\$ 2.86	\$ -	\$ 34.32	\$ -	
2018	0	\$ 29.40	\$ 26.78	\$ 2.62	\$ -	\$ 31.44	\$ -	
2019	0	\$ 29.87	\$ 27.49	\$ 2.38	\$ -	\$ 28.56	\$ -	
2020	0	\$ 30.37	\$ 28.23	\$ 2.14	\$ -	\$ 25.68	\$ -	
2021	0	\$ 30.84	\$ 28.94	\$ 1.90	\$ -	\$ 22.80	\$ -	
2022	0	\$ 31.32	\$ 29.66	\$ 1.66	\$ -	\$ 19.92	\$ -	
2023	0	\$ 31.79	\$ 30.38	\$ 1.41	\$ -	\$ 16.92	\$ -	
ALL SAVING CALCULATED ARE ONLY AS ACCURATE AS THE LIGHT QUANTITY ENTERED AND MAY NOT REFLECT ACTUAL QUANTITIES & SAVINGS. QUANTITIES ENTERED EFFECT THE SAVINGS FOR THE ENTIRE RESPECTIVE YEAR AN DO NOT REFLECT PARTIAL YEAR SAVINGS							9 YR SAVINGS FOR ALL ??? LIGHTS	\$ -
							9 YR SAVINGS PER LIGHT	\$ 234.36

EAST EXISTING 150W HPS WP OH CONVERSION TO LED								
YEAR	ENTER Quantity SUM of EML on Bill	MONTHLY RATE 150W HPS @ EML Billing Code Rate	MONTHLY RATE COMPARABLE 150W LED@ ELL Billing Code Rate	MONTHLY SAVINGS PER LIGHT	MONTHLY SAVINGS FOR ALL EML LIGHTS	YEARLY SAVINGS PER LIGHT	YEARLY SAVINGS FOR ALL EML LIGHTS	
2015	1	\$ 11.73	\$ 8.81	\$ 2.92	\$ 2.92	\$ 17.52	\$ 17.52	
2016	1	\$ 11.91	\$ 8.81	\$ 3.10	\$ 3.10	\$ 37.20	\$ 37.20	
2017	1	\$ 11.67	\$ 8.81	\$ 2.86	\$ 2.86	\$ 34.32	\$ 34.32	
2018	1	\$ 11.43	\$ 8.81	\$ 2.62	\$ 2.62	\$ 31.44	\$ 31.44	
2019	1	\$ 11.19	\$ 8.81	\$ 2.38	\$ 2.38	\$ 28.56	\$ 28.56	
2020	1	\$ 10.95	\$ 8.81	\$ 2.14	\$ 2.14	\$ 25.68	\$ 25.68	
2021	1	\$ 10.71	\$ 8.81	\$ 1.90	\$ 1.90	\$ 22.80	\$ 22.80	
2022	1	\$ 10.47	\$ 8.81	\$ 1.66	\$ 1.66	\$ 19.92	\$ 19.92	
2023	1	\$ 10.22	\$ 8.81	\$ 1.41	\$ 1.41	\$ 16.92	\$ 16.92	
ALL SAVING CALCULATED ARE ONLY AS ACCURATE AS THE LIGHT QUANTITY ENTERED AND MAY NOT REFLECT ACTUAL QUANTITIES & SAVINGS. QUANTITIES ENTERED EFFECT THE SAVINGS FOR THE ENTIRE RESPECTIVE YEAR AN DO NOT REFLECT PARTIAL YEAR SAVINGS							9 YR SAVINGS PER LIGHT	\$ 234.36
							9 YR SAVINGS FOR ALL EML LIGHTS	\$ 234.36

UHTS HAS 1 "150W" LIGHT

EAST EXISTING 250W HPS MP UG CONVERSION TO LED								
YEAR	ENTER Quantity SUM of ??? on Bill	MONTHLY RATE 250W HPS @ ??? Billing Code Rate	MONTHLY RATE COMPARABLE 250W LED@ ELC Billing Code Rate	MONTHLY SAVINGS PER LIGHT	MONTHLY SAVINGS FOR ALL ??? LIGHTS	YEARLY SAVINGS PER LIGHT	YEARLY SAVINGS FOR ALL ??? LIGHTS	
2015	0	\$ 28.74	\$ 25.33	\$ 3.41	\$ -	\$ 20.46	\$ -	
2016	0	\$ 30.27	\$ 26.55	\$ 3.72	\$ -	\$ 44.64	\$ -	
2017	0	\$ 30.84	\$ 27.27	\$ 3.57	\$ -	\$ 42.84	\$ -	
2018	0	\$ 31.40	\$ 27.99	\$ 3.41	\$ -	\$ 40.92	\$ -	
2019	0	\$ 31.96	\$ 28.70	\$ 3.26	\$ -	\$ 39.12	\$ -	
2020	0	\$ 32.54	\$ 29.44	\$ 3.10	\$ -	\$ 37.20	\$ -	
2021	0	\$ 33.09	\$ 30.15	\$ 2.94	\$ -	\$ 35.28	\$ -	
2022	0	\$ 33.66	\$ 30.87	\$ 2.79	\$ -	\$ 33.48	\$ -	
2023	0	\$ 34.22	\$ 31.59	\$ 2.63	\$ -	\$ 31.56	\$ -	
ALL SAVING CALCULATED ARE ONLY AS ACCURATE AS THE LIGHT QUANTITY ENTERED AND MAY NOT REFLECT ACTUAL QUANTITIES & SAVINGS. QUANTITIES ENTERED EFFECT THE SAVINGS FOR THE ENTIRE RESPECTIVE YEAR AN DO NOT REFLECT PARTIAL YEAR SAVINGS							9 YR SAVINGS FOR ALL ??? LIGHTS	\$ -
							9 YR SAVINGS PER LIGHT	\$ 325.50

EAST EXISTING 250W HPS WP OH CONVERSION TO LED								
YEAR	ENTER Quantity SUM of EMM on Bill	MONTHLY RATE 250W HPS @ EMM Billing Code Rate	MONTHLY RATE COMPARABLE 250W LED@ ELM Billing Code Rate	MONTHLY SAVINGS PER LIGHT	MONTHLY SAVINGS FOR ALL EMM LIGHTS	YEARLY SAVINGS PER LIGHT	YEARLY SAVINGS FOR ALL EMM LIGHTS	
2015	0	\$ 13.43	\$ 10.02	\$ 3.41	\$ -	\$ 20.46	\$ -	
2016	0	\$ 13.74	\$ 10.02	\$ 3.72	\$ -	\$ 44.64	\$ -	
2017	0	\$ 13.59	\$ 10.02	\$ 3.57	\$ -	\$ 42.84	\$ -	
2018	0	\$ 13.43	\$ 10.02	\$ 3.41	\$ -	\$ 40.92	\$ -	
2019	0	\$ 13.28	\$ 10.02	\$ 3.26	\$ -	\$ 39.12	\$ -	
2020	0	\$ 13.12	\$ 10.02	\$ 3.10	\$ -	\$ 37.20	\$ -	
2021	0	\$ 12.96	\$ 10.02	\$ 2.94	\$ -	\$ 35.28	\$ -	
2022	0	\$ 12.81	\$ 10.02	\$ 2.79	\$ -	\$ 33.48	\$ -	
2023	0	\$ 12.65	\$ 10.02	\$ 2.63	\$ -	\$ 31.56	\$ -	
ALL SAVING CALCULATED ARE ONLY AS ACCURATE AS THE LIGHT QUANTITY ENTERED AND MAY NOT REFLECT ACTUAL QUANTITIES & SAVINGS. QUANTITIES ENTERED EFFECT THE SAVINGS FOR THE ENTIRE RESPECTIVE YEAR AN DO NOT REFLECT PARTIAL YEAR SAVINGS							9 YR SAVINGS PER LIGHT	\$ 325.50
							9 YR SAVINGS FOR ALL EMM LIGHTS	\$ -

YEAR	YEARLY SAVINGS FOR ALL 100W HPS MPUG LIGHTS	YEARLY SAVINGS FOR ALL EMK LIGHTS	YEARLY SAVINGS FOR ALL 150W HPS MPUG LIGHTS	YEARLY SAVINGS FOR ALL EML LIGHTS	YEARLY SAVINGS FOR ALL 250W HPS MPUG LIGHTS	YEARLY SAVINGS FOR ALL EMM LIGHTS	TOTAL QUANTITY OF LIGHTS	COST TO CONVERT @ \$100 EA
2015	\$ -	\$ 1,246.08	\$ -	\$ 17.52	\$ -	\$ -	60	\$ 6,000.00
2016	\$ -	\$ 2,555.88	\$ -	\$ 37.20	\$ -	\$ -		\$ 4,736.40
2017	\$ -	\$ 2,343.48	\$ -	\$ 34.32	\$ -	\$ -		\$ 2,143.32
2018	\$ -	\$ 2,124.00	\$ -	\$ 31.44	\$ -	\$ -		\$ (234.48)
2019	\$ -	\$ 1,911.60	\$ -	\$ 28.56	\$ -	\$ -		\$ (2,389.92)
2020	\$ -	\$ 1,699.20	\$ -	\$ 25.68	\$ -	\$ -		\$ (4,330.08)
2021	\$ -	\$ 1,486.80	\$ -	\$ 22.80	\$ -	\$ -		\$ (6,054.96)
2022	\$ -	\$ 1,274.40	\$ -	\$ 19.92	\$ -	\$ -		\$ (7,564.56)
2023	\$ -	\$ 1,054.92	\$ -	\$ 16.92	\$ -	\$ -		\$ (8,858.88)
9 YR SAVINGS FOR ALL 100W HPS MPUG LIGHTS	\$ -	\$ 15,696.36	\$ -	\$ 234.36	\$ -	\$ -		\$ 15,930.72

MID-AMERICAN PROVIDED SUMMARY FOR ALL 60 LIGHTS...BASED ON A SCENARIO WHERE THE CITY PAYS \$6,000 UP FRONT TO IMMEDIATELY CONVERT ALL 60 LIGHTS TO LED FIXTURES (60 LIGHTS x \$100/LIGHT)

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

Zoning & Board of Adjustments Commissions:

- Board of Adjustment members to convene Tuesday, February 16th at 5:30pm – 6:30pm at the City Office.

Reconsideration and Amendment to the Building Inspector's Service Agreement

- liability and fixed salary administration issues

Zoning Inquiries Rec'd

- Solar panel questions
- Cellular telecommunication tower questions

Inspector Reports

Housing Inspector (Stan Laverman):

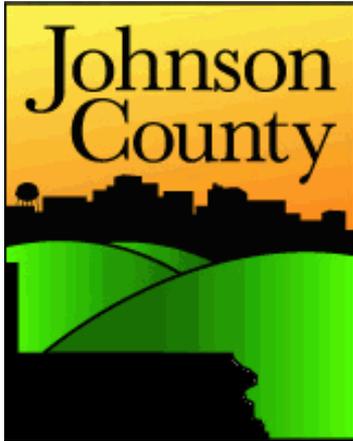
(Permit Tracking Software) I'm developing the RFP for content management software to send to 3 companies. By the end of the month I will have the 3 companies identified and the request sent out.

(Front Yard Paving) 1009 Melrose: They have asked the issue to be reviewed by the Board of Appeals. I will work with Steve Ballard on this.

Building Inspector (Terry Goerd)

- Here is an update of items trending in University Heights.
- > 1300 Melrose Ave is progressing along at a normal pace.
 - > Over the last month I have been there numerous times.
 - > The lower level parking garage has been poured there is
 - > electrical and plumbing in this floor. The contractor
 - > has been working on the first floor (office area) and have
 - > already poured a portion of this area. The weather has
 - > had a lot of influence on what has and is been done.
 - > Things are going well. I have been receiving special
 - > inspection reports and have been kept in the loop with
 - > everything that has been going on.
 - >
 - > 328 Koser (garage addition/remodel) is also proceeding
 - > well. Footing and walls have been poured and the
 - > structure is going up. Full roughins should be happening
 - > here in the next couple weeks. It is taking a while
 - > because this is a very energy efficient building.

- >
- > 1450 Grand Ave(addition/remodel) all the roughins are
- > complete and they are hanging drywall and should be
- > calling for a final inspection this month.
- >
- > 11 Leamer(remodel), met with contractor at property is in
- > the process of finishing basement and remodeling the main
- > floor. They should be calling for roughin inspections
- > this month.
- >
- > Things are proceeding smoothly with 1300 Melrose Ave
- > consuming alot of time with with inspections.



Johnson County Assessor's Office

Tom Van Buer

Assessor

- A little about me
- Appointment process
 - Appointed not elected – non political office

MISSION STATEMENT

The purpose of the Johnson County Assessor office is to appraise all real property located in Johnson County jurisdiction for tax purposes as provided by Iowa law fairly and equitably.

Goals & Objectives

- Provide the public with information and service in an efficient and courteous manner.
- Inspect and review all new construction and demolition as of January 1st.
- Notify homeowners of homestead and military credit eligibility by July 1st.
- Notify commercial and industrial property owners of Business Property Tax Credit eligibility.
- Use resources efficiently and effectively.
- Educate staff with the most up to date information and class work available so they can better serve the public and obtain their career goals.
- Promote honesty, integrity and fairness to help maintain the public's trust.

2016 Johnson County Conference Board

Mayors

Amy Nielsen, North Liberty
Sandra Flake, Lone Tree
Wally Heitman, University Heights
John Lundell, Coralville
Tim Kemp, Hills
Steve Stange, Solon
Mickey Coonfare, Shueyville
Steve Berner, Tiffin
Mary Sue Jiras, Oxford

Board of Supervisors

Janelle Rettig
Rod Sullivan
Pat Harney
Mike Carberry
Lisa Green-Douglass

Board of Education

Steve Swenka, Clear Creek
Jim Hauer, Solon
Michael Waldschmidt, Lone Tree
Todd Haitlin, College Community
Brian Kirschling, Iowa City
Keith Schultes, West Branch

Office Staff and Other Boards

Assessor Staff

Thomas Van Buer, Assessor
Gary Bilyeu, Chief Deputy Assessor
Beth Mc Bride, Appraiser
Jean Gilpin, Appraiser
Angie Mulcahy, Appraiser
Jessica McNeil, Appraiser
Candy Ellery, Appraisal Clerk
Emily Fitzpatrick, Appraisal Clerk
Teri Collins, Appraisal Clerk
Alicia Sachtjen, GIS Technician
Kent Yoder, Staff Appraiser

Board of Review

Rex Brandstatter, Chairman
Sara Tack
Vacant—Needs to be filled by a farmer living in Johnson County.

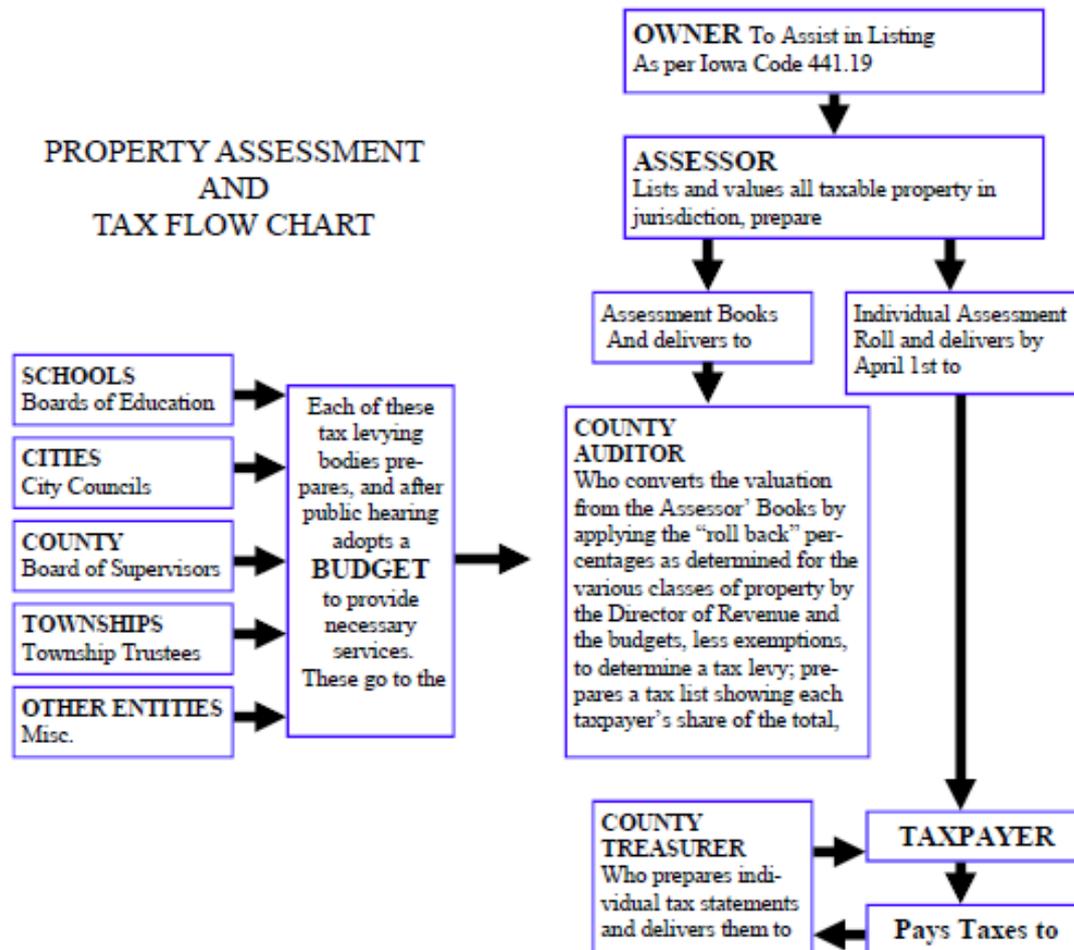
Examining Board, which board they represent

Jim Fausett, Mayors
Alan Leff, School Board
Sally Stutsman, Board of Supervisors

ASSESSOR IMPORTANT DATES

January 1	Date of Assessment
March 15	Business Property Tax Credit applications due for 2015
April 1	Assessors complete assessments and notify taxpayers
April 2—25	Informal Appeal of assessment with assessor
April 2—30	Appeal assessment to local Board of Review
May 1-adjourn	Board of Review meets
June 15	Board of Review submits report to Director
July 1	Assessor submits abstract of assessment to Director
July 1	Homestead, Military & BPTC applications due for 2016
November 1	Family Farm Tax Credit applications due

Property Assessment & Tax Flow Chart



Property Tax example (University Heights)

Assessed Value		\$ 100,000
Rollback	x	<u>0.556259</u>
Taxable value		\$ 55,627
Homestead Credit	-	<u>\$ 4,850</u>
Value after credits		\$ 50,777
Tax Rate	x	<u>0.03332392</u>
Taxes Due		\$ 1,692

Duties of the Assessor

- The assessor is charged with several administrative and statutory duties; however, the primary duty and responsibility is to cause to be assessed all real property within his/her jurisdiction except that which is otherwise provided by law. This would include residential, multi-residential, commercial, industrial and agricultural classes of property. Real property is revalued every two years. The effective date of the assessment is January 1st of the current year. The assessor determines a full or partial value of the new construction, or improvements depending upon the state of completion as of January 1st.

GENERAL MISCONCEPTIONS ABOUT THE ASSESSOR'S DUTIES

The Assessor DOES NOT:

- Collect taxes
- Calculate taxes
- Determine tax rate
- Set policy for the Board of Review

Market Value

- Residential, multi-residential, commercial and industrial real property are assessed at 100% market value. Market value of a property is an estimate of the price that it would sell for on the open market on the first day of January of the year of assessment. This is often referred to as the "arms length transaction" or "willing buyer/willing seller" concept. The Assessor must determine the fair market value of real property. To do this, the Assessor generally uses three approaches to value.

Three Approaches to Value

- Sales Comparison Approach
- Cost Approach
- Income Approach

Why Values Change

- After properties have been appraised, the values are analyzed to ensure accurate and equitable assessments. Iowa law requires that all real property be reassessed every two years. The current law requires the reassessment to occur in odd numbered years. Changes in market value as indicated by research, sales ratio studies and analysis of local conditions as well as economic trends both in and outside the construction industry are used in determining property assessments.

Notification and Appeal

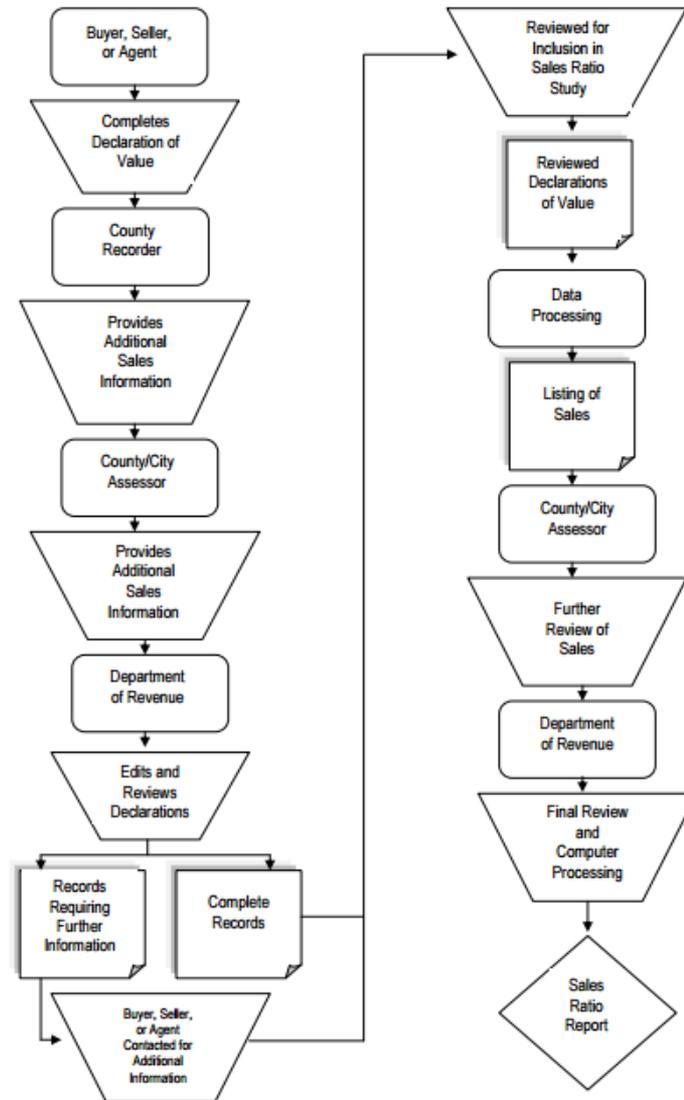
- If you disagree with the Assessor's estimate of value, please consider these two questions:
 1. What is the actual market value of my property?
 2. How does the value compare to similar properties in the neighborhood?
 3. Informal review April 2 – April 25
 4. Board of Review Appeal April 2 – April 30
 5. Board of Review meets May 1 - completion

- The most important aspect of property taxation is the concept that all property should be valued for tax purposes on a uniform basis so that the actual property tax burden can be distributed equitably among individual property owners.
- One of the most widely used and accepted methods of determining relative levels and uniformity of assessments is the assessment/sales ratio study. Such a study, in its most fundamental analysis, is the comparison of the assessed value of an individual property to its sale price. For example, a property assessed at \$95,000 which sold for \$100,000 would have an assessment/sales ratio of 95% ($\$95,000 \div \$100,000$).

What is Equalization?

- The Iowa Department of Revenue is responsible for “equalizing” assessments every two years. Following is a general explanation of the purpose of equalization.
- The Department compares the assessors' abstracts to a “sales assessment ratio study” it has completed independently of the assessors. If the assessment (by property class) is 5% or more above or below the sales ratio study, the Department increases or decreases the assessment. (There is no sales ratio study for agricultural and industrial property.)
- Equalization occurs on an entire class of property, not on individual property. Also, equalization occurs on an assessing jurisdiction basis, not on a statewide basis.
- Equalization is important because it helps maintain equitable assessments among classes of property and among assessing jurisdictions. This contributes to a more fair distribution of state aid, such as aid to schools. It also helps to equally distribute the total tax burden within the area.

ASSESSMENT/SALES RATIO PROCESSING SYSTEM



PERFORMANCE MEASUREMENTS

The median sales ratio (median) is the middle sales ratio and a measure of the percent of our assessments to the actual sales prices. The coefficient of dispersion (COD) is a measure of assessment uniformity based on the degree to which individual sales ratios vary from the median sales ratio. Our goal is to keep the COD below 10. A COD of 10 is considered excellent. The following are the top ten jurisdictions in Iowa for residential sales in 2014.

Rank	Jurisdiction	# of Sales	Mean	Median	Weighted Mean	COD
1	Iowa City	974	92.75	92.62	92.07	7.49
2	Johnson	1212	92.74	92.16	92.67	7.56
3	Linn	1188	99.64	97.58	97.63	9.03
4	Dallas	1403	96.97	96.30	95.44	9.20
5	Ames	651	96.90	94.26	95.69	9.20
6	Story	370	95.55	93.20	93.99	11.04
7	Scott	1111	94.29	91.58	92.39	11.64
8	Dubuque Co	396	93.99	91.31	91.22	11.71
9	Warren	590	98.79	95.69	96.45	11.93
10	Woodbury	178	94.25	90.95	91.35	13.14

The regression Index, also known as the Price Related Differential (PRD), is an indicator of the degree to which high value properties are over or under assessed in relationship to low value properties. An index of 100.0 indicated no difference in assessments of high value properties in comparison to low value properties based upon that year's sales. An index over 100 indicates that high valued properties are under assessed in relation to low value properties. The top 10 Iowa jurisdictions are shown based on 2014 sales.

Rank	Jurisdiction	# of Sales	Mean	Median	Weighted Mean	PRD
1	Johnson	1212	92.74	92.16	92.67	100.10
2	Iowa City	974	92.74	92.62	92.07	100.70
3	Ames	651	96.90	94.26	95.69	101.30
4	Dallas	1403	96.97	96.30	95.44	101.60
5	Story	370	95.55	93.20	93.99	101.70
6	Linn	1188	99.64	97.58	97.63	102.10
7	Scott	1111	94.29	91.58	92.39	102.10
8	Warren	590	98.79	95.69	96.45	102.40
9	Sioux	420	93.59	92.90	91.24	102.60
10	Washington	245	96.20	95.68	93.46	102.90

Website Demonstration

- Johnson County Assessor
- Beacon – Search
 - Name
 - Address
 - PIN number
- Pictometry
- Data Correction
- Report Writer

University Heights February 2016 eGovernment Report

U-H Website Updates/Statistics January 1-31, 2016

- **January 23, 2015**
 - Horn School Parent's Night Out (canceled)
- **January 21, 2015**
 - Jan 12 council meeting minutes and webstream
- **January 20, 2015**
 - SW section sidewalk repair info
- **January 15, 2015**
 - OUP Construction Update 4
- **January 14, 2015**
 - OUP Construction Update public project
- **January 13, 2015**
 - FY1617 Budget timeline
 - Community Visioning Grant info
- **January 11, 2015**
 - Council meeting agenda and attachments
 - Temporary polling site
- **January 10, 2015**
 - Sidwalk repair info
- **January 9, 2015**
 - Council meeting agenda

Monthly Statistics from Stat Counter

Page Views	Unique Visits	1 st Time Visits	Returning Visits	
1,342	969	678	291	Total
44	32	22	1	Average

Monthly Statistics from Webalyzer

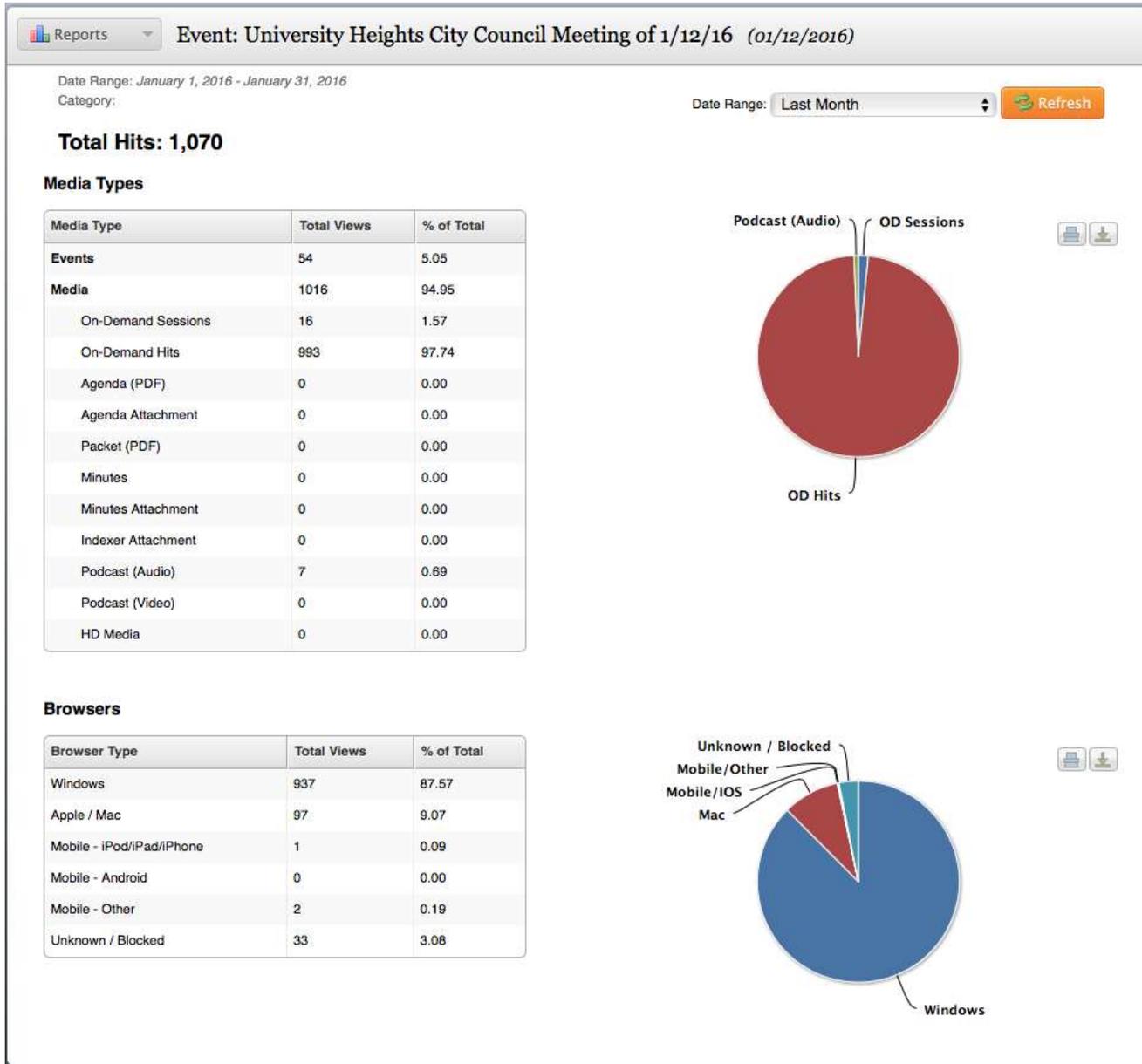
Hits per Hour	79
Hits per Day	1919
Pages per Day	450
Total Visits	7458
Total Unique User Agents	958
Average Visits Per Day	240

U-H Website Twitter Statistics January 1- 30, 2015

Tweets	4
Re-tweets	0
Followers	79

University Heights City Council Meeting Webcasts Viewing Statistics From EarthChannel

January Council Meeting statistics 1/19/16 to 1/31/16



Discussion of creating a University Heights Google Domain

Council was sent an SOW (Scope of Work) agreement between Tempus Nova a licensed company to create a Google for Business domain for University Heights, and the city. This would allow the City to have secure cloud storage for information. This would address our ongoing issue of access to documents and information. I recommend that the council approve this agreement. The one time cost of setting up the domain, is \$1500.00, and an annual fee of \$50.00 per google apps for work license for 15 licenses makes the total for this year \$2,250.00. Our annual cost thereafter would be \$750.00.



**Tempus Nova, Inc.
STATEMENT OF WORK**

Confidential – Not For Distribution

Customer:	The City of University Heights, IA
Project:	Google Apps Deployment
SOW Reference/Client Number:	2-1-2016.UniversityHeights

This Statement of Work (SOW) is governed by laws of the State of Colorado between Tempus Nova, Inc. (“Tempus Nova” or “TN”) and the customer as listed above (“University Heights” or “Customer”). All work provided by Tempus Nova to Customer under this SOW are listed as Services and are provided subject to the terms and conditions as described in this SOW. Any changes to the scope or terms of this SOW shall be submitted and approved in writing by both parties.

1. General Information

A. Contact Information

Each party agrees that the respective contacts listed below have authority to direct and provide feedback relating to the project described in this SOW. Either party may change its contact information at any time, upon written notice to the other party to ensure effective, seamless communication or collaboration is maintained for the duration of this project.

Customer Contact

Mike Haverkamp
City Council Member
319-430-0864
mike@university-heights.org

Accounting Point of Contact

Mike Haverkamp
City Council Member
319-430-0864
mike@university-heights.org

Customer Facility Address

1004 Melrose Ave
University Heights, IA 52246

Tempus Nova Contact

Lisa Stelzner
lisa@tempusnova.com
507-722-1756

TN Accounting

accounting@tempusnova.com

TN Address

1550 Larimer Street
Suite 217
Denver, CO 80202

B. Background Information

University Heights is a city in Johnson County, Iowa. University Heights is interested in Google Apps for Work for their 15 users. They are currently operating on Squirrel Mail.

2. Project Scope

A. Required Implementation Services

This Statement of Work (SOW) describes the project scope for the deployment of Google Apps for Customer. Customer has met with Tempus Nova to discuss their requirements, which enables Tempus Nova to create a SOW that provides an accurate cost estimate for this project. The following section describes the required activities Tempus Nova will perform to support this engagement.

1. Technical Services

Tempus Nova will assign a Google Deployment Specialist to work on the following tasks:

- a. Google Apps Domain Provisioning
- b. Google Apps Domain Setup & Configuration
- c. User and Distribution List Provisioning
- d. Mail Routing
- e. Mobile Device Documentation
- f. Basic Application Integration (SMTP Routing)

2. Training & Change Management

Tempus Nova will assign a change management specialist and Google Certified Trainer to work on the following tasks:

- a. Change Management Knowledge Transfer Meetings & Templates
- b. Change Management Templates
- c. Recorded Training Classes (Gmail, Calendar, Drive) and access to End User Support Center

3. Project Management

Tempus Nova will provide a Project Manager to ensure project activities are tracked and managed successfully throughout deployment.

3. Project Timeline & Milestones

The duration of this project is estimated at **15 business days** with the activities as listed below. If the level of effort for this project exceeds 15 business days, this may result in an equitable adjustment and a change order for additional services under this contract. The timeline below assumes Customer will be ready to assist Tempus Nova as needed with the key tasks and responsibilities, as described in Section 2 of this SOW. As part of this project, Tempus Nova will work on the following tasks:

- Tempus Nova will provision the Google Apps domain; setup and configure the domain and services for use; complete user provisioning; mail routing; deliver the mobile device and application integration documentation.
- Tempus Nova will meet with Customer to outline the change management strategy; deliver the communication templates to Customer to customize and send to end users.
- Tempus Nova will complete the project wrap up, project close out and post mortem activities. Tempus Nova transitions off the project.

4. Scheduled Start

Within 5 days of the effective date of this SOW, Tempus Nova will work with Customer to identify a start date for Services. Once a start date has been agreed upon by Tempus Nova and Customer, if the start date is postponed as an accommodation or otherwise due to Customer's requirements, Customer shall be responsible for all charges that Tempus Nova incurs as a result of changing or canceling reservations (e.g., transportation, accommodations, etc.) and all due dates for Tempus Nova deliverables shall be extended to the extent that Tempus Nova experiences any delays in connection with such postponement.

5. Scope Change

A. Tempus Nova Services

In the event that either Tempus Nova or Customer identifies a task or objective that is beyond the scope of Tempus Nova Services set forth in this SOW, the parties agree to take the following steps:

- The party proposing the scope change shall present the proposed scope change in writing to the other party.
- Project Managers from Tempus Nova and Customer will review all change requests and determine the estimated cost and impact to the Tempus Nova Services and overall project scope.
- If both the cost and Tempus Nova Services impact is acceptable and agreed upon in writing by Tempus Nova and Customer, the parties will both sign the change order and the work effort associated with the change will commence.
- The description of each change in scope should clearly identify the change as it pertains to existing objectives, dependencies or associated tasks and the reasons for the proposed change. The scope change request should include, at minimum, Impact and Cost information as described below.
- The estimated project impact of the scope change must be identified. This impact includes, but is not limited to, impacts to timelines, resources, work effort and deliverables.
- If any cost is to be associated with the change in scope, it will be clearly identified and agreed upon in writing by both parties in advance to the commencement of associated work.
- Tempus Nova and the Customer must both agree and sign the scope change order document to modify the project scope.

6. Assumptions & Customer Responsibilities

The following assumptions have been identified and are used to define the scope of the project, as well as parameters considered to be out-of-scope.

- A. The number of users for this project is estimated at approximately **15 users**.

- B. The source system identified for this project is **Squirrel Mail**. Customer will provide an accurate list of all users that will be transitioned to the Google Apps environment.
- C. Customer will identify a technical resource to work with the Tempus Nova Deployment Specialist.
- D. All work specified in Section 2 of this SOW will be billed as a fixed fee.
- E. Additional work beyond the level of effort described in this SOW will be subject to the change order process as described in Section 5 and subject to additional costs as appropriate.
- F. Customer will provide an accurate list of all users, groups and distribution lists that will be transitioned to the Google Apps environment.
- G. Tempus Nova services will be delivered in US English only. Tempus Nova will use our training environment, supported browser, and GoToWebinar resources to deliver training.
- H. Customer will use reasonable efforts to communicate regularly with Tempus Nova and provide Tempus Nova with timely feedback.
- I. Tempus Nova will conduct this project remotely at various Tempus Nova locations as needed, based on a mutually agreeable schedule determined during the project.
- J. Customer will provide the appropriate administrative access to systems and/or access to the appropriate servers in a timely manner in order to meet the deliverable dates described herein.
- K. If schedules are delayed due to lack of timely information, deliverable reviews, access, equipment, or other necessary resource or cooperation not the fault of the Tempus Nova Team, then said delay may require an equitable adjustment to the services under this contract.
- L. Any time reserved for meetings, training sessions or other professional services will result as billable time regardless of attendance.
- M. Customer will take commercially reasonable efforts to execute all assigned tasks promptly as reasonably requested by Tempus Nova throughout the engagement.
- N. To achieve success, Tempus Nova assumes that all Customer users will complete the recommended training before their transition to Google Apps.
- O. Service and support of laptops, desktops, and mobile devices, hardware, software and network settings are out of scope.
- P. Project hours are not contiguous and will be completed at the appropriately timed intervals.

7. Project Costs

All work will be billed at the fixed price in the tables below. **Customer will be responsible for paying any applicable local, state, or sales taxes for professional services, software as a service (SaaS) subscription fees, or software licenses.**

A. Required Implementation Services

Description	
1. Technical Services	
2. Training & Change Management	
3. Project Management	
TOTAL FIXED PRICE FOR SERVICES	\$1,500

Tempus Nova will invoice Customer directly for these costs with a payment term of net 30 days from invoice date.

B. License Costs

License Type	Quantity	Per User Cost	Term	Total
Google Apps for Work	15	\$50	12 Months	\$750
TOTAL LICENSE COSTS				\$750

Note: The above term reflects a 12 month commitment by Customer. License costs are paid upfront annually at the services term or the renewal date.

C. Price Match Guarantee

Tempus Nova is committed to excellence in delivery in both technical services and value. We will match the price of any other cloud computing service vendor for equivalent products and services. If Customer elects to price match with Tempus Nova, Customer must provide a complete statement of work (SOW, task order, or quote from the alternate service vendor) in order to guarantee a fair comparison and price matching. **Note: limit of a 30-day guarantee on pricing.**

D. Terms of Service (TOS) and Ownership

The Google Services are provided by Google Inc. Customer acknowledges that its use of the Services is subject to the terms of this Agreement and the Google Terms of Service located at http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html. Upon Customer's first log in to the Services and before using the Services, Customer must accept the TOS. The TOS is a contract between Customer and Google.

8. Invoicing & Payment Terms

Customer will be invoiced upon acceptance of deliverables as described herein and in accordance with the Milestones outlined below:

- **Project Initiation:** All license costs invoiced at time of SOW signing and acceptance.
- **Project Completion:** All services specified in the SOW have been completed.

Tempus Nova will invoice Customer directly for these costs with a payment term of **Net 30 Days** from invoice date. Customer agrees to pay Tempus Nova within 30 days of invoicing. Customer shall pay Tempus Nova interest on any overdue payments at a rate of one and a half percent (1.5%) for the first month, and for every month thereafter from the date such payment was due through the date such payment is received by Tempus Nova. Customer shall provide a valid purchase order (PO) within 10 days of SOW acceptance and signature to accounting@tempusnova.com. All project costs are billed as fixed price.

Unless otherwise specified, Tempus Nova will issue all invoices via email. Customer will provide the email address of their A/P department for invoice processing at the time of PO issuance.

9. General Terms & Conditions

No waiver, alteration or modification of the provisions of this SOW will be valid unless made in a writing, which refers explicitly to this SOW and is signed by an authorized representative of all parties. Any preprinted forms, purchase orders or acknowledgements issued by Customer are for convenience only, and any terms and conditions stated therein shall have no force or effect.

10. SOW Acceptance & Approval

By signing and dating below, the authorized parties approve and agree to the terms and conditions as specified in all pages of this SOW.

CUSTOMER

Signature:

Print Name:

Title:

Date:

TEMPUS NOVA, INC.

Signature:

Print Name: Paul Bahl

Title: VP Sales

Date: February 1, 2016

