

AGENDA

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

Tuesday, May 10, 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-April 12th and Special Council meeting April 25 th .	Wally Heitman
7:01	Open Public Hearing Public Hearing on FY2016 Budget Amendment .	Public Comments
	Close Public Hearing -Consideration of Resolution No. 16-22 adopting the FY2015-2016 Budget Amendment.	Jim Lane/Steve Kuhl
7:10	Public Input -One University Place (OUP) construction report and updates . -Construction quality at OUP. -Discussion on special assessment . -Presentation on the proposed special assessment request. - Consideration of Resolution No. 16-26 amending the One University Place Public Improvements Project and the contract awarded for that project to remove work associated with Bid Alternate #1 relating to Storm Water Quality Features and reducing the contract price by \$17,021.00. -Consideration of Resolution No. 16-20 approving amended landscaping plan for One University Place. -Consideration of Resolution No. 16-23 authorizing the mayor to sign an extension of the city's agreement with Siders Development, LLC for certain construction oversight, inspection, and verification services the One University Place project, with continued compensation at \$1,350.00 per month.	Public Comments Jeff Maxwell Terry Goerdt Justin Doyle/Jeff Maxwell Silvia Quezada Ron Amelon/ Glenn Siders/ Jeff Maxwell Jim Lane Jerry Zimmermann
	<u>Administration</u>	
	-Mayor Mayor's Report -Mayoral updates. -Apology on behalf of the city. -Consideration of Resolution No. 16-29 , permitting Farmers Markets at the University Club property on specified dates, at specified times.	Wally Heitman

Time	Topic	Owner
-City Attorney	<p><u>Legal Report</u> -Consideration of <u>Resolution No. 16-24</u>, rescinding Resolution No. 16-18 and approving the Agreement for Utility Relocation and Rebuild between the City of University Heights and MidAmerican Energy Company that establishes the terms and conditions under which certain overhead power and other communication lines will be moved and installed underground in the City to accommodate the One University Place development at an estimated cost of \$33,499.00, for which the OUP developer will reimburse the City.</p> <p>-Consideration of <u>Resolution No. 16-25</u>, authorizing payment to EMC Insurance Company, the City's former liability insurance carrier, of \$5,000.00, representing the City's deductible and a portion of its retainage under the liability insurance policy as part of the settlement, dismissal, and release of a lawsuit and claims by a former City employee.</p>	Steve Ballard
-City Clerk	<p><u>City Clerk Report</u> -Stella liquor license renewal.</p>	Chris Anderson
<u>Committee Reports:</u>		
<u>Finance</u>	Committee Report	Jim Lane
	<u>Treasurer's Report/ Payment of Bills</u>	Lori Kimura
<u>Community Protection</u>	Police Chief Report Committee Report	Chief Ken Stanley Dotti Maher/Jerry Zimmermann
<u>Streets and Sidewalks</u>	Committee Report - Consideration of <u>Resolution No. 16-27</u> , for "No Parking Any Time" signs to be installed on Marietta Avenue, east of George Street.	Dotti Maher/Jerry Zimmermann
	<p><u>Engineer Report</u> -Consideration of <u>Resolution No. 16-28</u>, accepting quotation for the 2016 Sidewalk Repair Project, awarding contract, and authorizing the mayor to sign contract.</p>	Josiah Bilskemper
<u>Building, Zoning & Sanitation</u>	Committee Report -Proposed <u>Ordinance 193</u> -- public comments.	Silvia Quezada
	Zoning Commission report	Pat Bauer
<u>e-Government</u>	<u>Committee Report</u>	Mike Haverkamp
Announcements		Anyone
9:00	Adjournment	Wally Heitman

Next Regular City Council Meeting is June 14, 2016: Oaknoll Retirement Community

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

Form 653.C1

The City Council of University Heights in JOHNSON County, Iowa
will meet at 600 Koser Avenue, Iowa City, Iowa
at 7:00 PM on 5/10/2016
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2016
(year)

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	1 692,991	0	692,991
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 692,991	0	692,991
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 0	0	0
Other City Taxes	6 8,718	0	8,718
Licenses & Permits	7 26,890	124,250	151,140
Use of Money and Property	8 5,000	0	5,000
Intergovernmental	9 109,339	39,885	149,224
Charges for Services	10 1,000	-750	250
Special Assessments	11 0	0	0
Miscellaneous	12 113,250	77,850	191,100
Other Financing Sources	13 0	0	0
Transfers In	14 0	0	0
Total Revenues and Other Sources	15 957,188	241,235	1,198,423
Expenditures & Other Financing Uses			
Public Safety	16 504,168	-7,615	496,553
Public Works	17 250,667	23,897	274,564
Health and Social Services	18 0	0	0
Culture and Recreation	19 50,977	188	51,165
Community and Economic Development	20 5,000	-3,860	1,140
General Government	21 113,197	136,356	249,553
Debt Service	22 32,400	100	32,500
Capital Projects	23 0	0	0
Total Government Activities Expenditures	24 956,409	149,066	1,105,475
Business Type / Enterprises	25 0	0	0
Total Gov Activities & Business Expenditures	26 956,409	149,066	1,105,475
Transfers Out	27 0	0	0
Total Expenditures/Transfers Out	28 956,409	149,066	1,105,475
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	29 779	92,169	92,948
Beginning Fund Balance July 1	30 592,963	-103,763	489,200
Ending Fund Balance June 30	31 593,742	-11,594	582,148

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Adjust cash beginning of year balance to actual. Increases in building permits, road use tax and reimbursements for additional receipts during the year. Decrease in parking and traffic fines. Net decreases in police for fuel and workers comp insurance. Increase in engineering fees, legal fees and TIF analysis fees attributable to One University Place project.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Christine Anderson, City Clerk
City Clerk/Finance Officer

RESOLUTION NO. 16-22

RESOLUTION ADOPTING AMENDMENTS TO CITY OF UNIVERSITY HEIGHTS BUDGET FOR FISCAL YEAR 2015-2016

RESOLVED that the amendments to the City of University Heights budget for fiscal year 2015-2016 (ending June 30, 2016) as previously published and as set forth in the attached Exhibit "A" are hereby adopted.

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 10th day of May, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

Siders Development Monthly Report

April 7, 2016 – May 5, 2016

With City Council approval the 12' Hackberry was removed and rough grading of the east ravine was completed and verified. The topsoil has not yet been installed. I believe the ravine will look very natural and pleasant after landscaping. The new grade blended in with the existing grade very well. Placement of the topsoil is dependent on approval of the revised site plan and dryer weather.

The installation of the west retaining wall has been completed and rough graded. The exposure of the wall varies from 1' to 4' in height. There are three 4" drain pipes to the west to relieve water pressure. These will need to be monitored for potential erosion. Observing the wall from the Right of Way and adjoining property to the west the wall is not that visible with foliage on the trees. Even when not leafed out I question whether the presence of the wall will be that noticeable but is not offensive. I believe it will blend nicely with the new wall to be erected as part of the street improvement.

The brickwork on the building should be completed the first week in May.

With the rains and street improvements in full swing site work at OUP has slowed. Many of the things to be done will be done so in conjunction with or shortly following the completion of the street.

The first phase is on schedule for August occupancy. The second phase of the project will commence on Wednesday June 1st. The developer will get possession of the church and abatement of asbestos is scheduled to begin that day. The actual razing of the structure will begin approximately one week later. Once the church has been removed and nicer weather I anticipate work on the site to greatly accelerate.

Glenn Siders

Subject: Fw: Memo

From: "jim lane" <jimlane@yahoo.com>

Date: Mon, May 9, 2016 8:01 pm

To: "UH Mayor and City Council" <council@university-heights.org>, "University Heights" <staff@university-heights.org>, "Steve Ballard" <ballard@lefflaw.com>, ([more](#))

I am forwarding Pat Bauer's assessment of OUP Street Improvements Financing Proposal to all councilors, staff and OUP Development team. Pat has done a good job of analyzing the proposals set forth in Justin Doyle's letter of May 6, 2016. Pat has more accurately described the savings for University Heights and especially the current residents than what was shown in Justin's second item in his letter on bonding for the Community Center. My key takeaways are the following:

Attachment B shows the three alternatives for Special Assessment, which are to exclude the left hand turn lane and the power pole changes as in the PUD, do nothing according to the current TIF or bond for the total Street improvement as requested by the developer.

The second part of Attachment B shows the calculation of interest savings between 6.5% and 3.5% for \$600,000 and confirms the \$95,000 OUP is offering as a reduction in price of Community Center is correct. We will need to confirm this with actual numbers.

Attachment D shows that current residents will owe \$390,000 for the Community Center based on lease purchase agreement. If we bond for the community center and have the taxes from OUP pay their share of the bond and enact the Special Assessment with the subsequent price reduction then the cost to current residents will be \$236,000. This would be a \$154,000 savings for current residents.

I appreciate Pat's efforts in confirming the numbers and especially clarifying the correct basis and savings for the bonding of the Community Center.

Jim Lane

On Monday, May 9, 2016 5:29 PM, "pbb338koser@aol.com" <pbb338koser@aol.com> wrote:

Dear Jim,

I'm attaching a memo outlining my thoughts about OUP's street improvement financing proposal.

I'll also attach my spreadsheet on numerical effects in case you might want to examine my underlying formulas (first time I've used Excel's PMT and PV functions).

Feel free to use anything you think would be helpful to others understanding the matters at hand.

I very much appreciate the opportunity of talking these things over with you in advance of tomorrow night's Council meeting.

Best regards,

Pat

MEMORANDUM

TO: Jim Lane

DATE: May 9, 2016

FROM: Pat Bauer

RE: Assessment of OUP Street Improvements Financing Proposal

As promised, I'm writing out my thoughts about some of the things we talked about earlier today concerning the proposals set forth in Justin Doyle's letter to Steve Ballard of May 6, 2016 (Attachment A).

Immediate Reimbursement v. Special Assessment on Street Improvements

Attachment B contains a graphical depiction and numerical spreadsheet analysis of the differences between immediate reimbursement and special assessment financing of the OUP street improvements. Either approach appropriately "internalizes" the cost of such improvements to the development either as an "add-on" to the price at which units are sold by the developer (in the case of immediate reimbursement) or as an approximately equal "deduct" from the price unit buyers should willing to pay for such units (in the case of special assessments).

The graphical depiction uses "break out" numbers previously provided by Ron Amelon, and includes a possible widening of the two different approaches to street improvements being broadened to include "power pole changes" and "biocell" (which from tomorrow's agenda I gather may now be something that may be deleted). The numerical analysis lays out nominal and present value effects of the difference between ten-year amortizations of \$600,000 at 6.5% and 3.5% and to my eye calculations suggest the "ball park" defensibility of the approximately \$95,000 Community Center price reduction proposed by Justin Doyle in exchange for special assessment financing of the OUP street improvements.

Prepayment (Through Bonding) of Community Center Lease-Purchase Price

This morning's e-mail from Steve's Ballard to Justin Doyle concerning the interest rate in the Community Center Lease-Purchase Agreement sent me back to the TIF Agreement which contains some differences in phrasing between Developer Covenant A.6. (p. 2) and City Obligation B.6. (p.8) (Attachment C). The 3.5% figure in the second highlighted passage in City Obligation B.6. is in line with my recollection of an agreement to that number reached during the August 11, 2015 Council meeting, and as the more specific contractual provision, presumably would be construed to override the "vestigial" highlighted phrases about "a commercially reasonable interest rate." I'm also inclined to think that the statement of the interest rate as "3.5% per annum accruing on any unpaid principal balance" implicitly includes the City's right to prepayment of such amount (e.g., from the proceeds of a bond).

In the absence of any interest rate differential, the primary advantage of deleting the existing last sentence of City Obligation B.6. is shifting payments from (i) the City's general fund pursuant to Section 364.4(e)(1)" (paid almost entirely by existing residents since for next

fifteen years the TIF rebate will be passing back to the developer 95% of all property taxes paid by OUP residents) to (ii) the City's "debt service levy authority" (which as "protected levies" will extend beyond existing residents and be paid proportionally by OUP residents). Any such advantage perhaps should appropriately be discounted by any direct and indirect costs of bonding, but as Attachment D illustrates, a combination of special assessments for street improvements and bonding of the Community Center could be viewed as lowering the community center's cost to existing residents by almost 40% from \$390,00 to \$236,000 (i.e., a difference of \$154,000) based on the proportional taxable valuations of existing UH properties (\$69,466,060 (net of gas & electric utility valuations) on January 1, 2015) and the "upon completion" taxable value of OUP of \$17,850,434 included in last June's NDC financial estimations.

Size of Community Center

Justin Doyle's letter notes that the size of the Community Center is going to be approximately 12% larger than the square footage specified in the TIF Agreement and states that "[a]t the price per square foot indicated in the development with 3.5% bond financing, the total cost of this additional square footage is \$55,534.30." As reflected in Attachment E, the size of the Community Center varied from the possibility of 2400 s.f. in the June 9, 2015 PUD Agreement to the 2200 s.f. indicated in the TIF Agreement to the 2,420 s.f. specified in the OUP South Condominium Declaration of December 29, 2015. Absent some express or implied prior agreement for an adjustment of the TIF agreement's specified price of \$390,000, however, this circumstance presumably would seem to be more than fully offset by the considerably greater financial assistance already being provided to the developer through TIF rebates totaling \$6,705,112.

Reimbursement of Costs of Street Improvement and Community Center Bonding

Justin Doyle's letter states that "[a]ll associated legal, consultant, financing, etc. costs shall be paid for by the development team." It seems advisable to request clarification whether the scope of this undertaking is limited to bonding for street improvements or encompasses the additional costs (if any) of bonding for prepayment of Community Center Lease-Purchase Agreement.



BLACKBIRD
INVESTMENTS

May 6, 2016

Steve Ballard
City of University Heights
1004 Melrose Ave.
University Heights, IA 52246

Re: One University Place – Financing of Roadway Improvements

Dear Steve,

Per discussion and request at the April 25th City Council special meeting, the partners of One University Place, LLC wish to formalize our offer to induce the city of University Heights to establish a special assessment for roadway improvements and associated costs.

One University Place, LLC proposes to do the following:

- Apply 90% of the projected interest savings (total of **\$95,011.20** per calculations by Councilor Jim Lane on 4/10/2016) to the price of the community center condominium unit.
- Permit the city to use a bond to pay for the community center in lieu of lease payments contemplated in Paragraph 5 of the Developer Agreement. Difference between a 6.5% market rate lease and a 3.5% bond financed condominium over 10 years results in an interest savings of **\$51,901.90** to the city of University Heights.
- Allow for the increased size of the community center, approximately 12% larger than the 2200 SF stated in Paragraph 5 of the Developer Agreement. At the price per square foot indicated in the development with 3.5% bond financing, the total cost of this additional square footage is **\$55,534.30**.
- All associated legal, consultant, financing, etc. costs shall be paid for by the development team.

We believe the total value of **\$202,447.40** to the City of University Heights is a generous but fair compromise for the establishment of a special assessment.

Regards,

Justin C. Doyle / Blackbird Investments
Member of One University Place, LLC.

Left Hand Turn Lane	\$182,000	Melrose/Sunset Intersection
<u>Power Pole Changes</u>	<u>\$33,000</u>	<u>Biozell</u>
Combined	\$215,000	Combined

Developer Reimbursement	Developer's Claimed Expectation		Special Assessment
\$215,000	\$215,000	\$394,500	\$394,500
\$609,500	Executed TIF Agreement		\$0
\$0	\$215,000	\$394,500	\$609,500
	Requested Change		
	\$215,000	\$394,500	

Amount Financed	Term	Interest Rate	Installment Payments			Total Payments (Nominal)				
			Monthly	Quarterly	Semi-Annually	Monthly	Quarterly	Semi-Annually		
600,000	10 years	6.5	(\$6,812.88)	(\$20,516.83)	(\$41,267.33)	(\$83,462.81)	(\$817,545.44)	(\$820,673.33)	(\$825,346.61)	(\$834,628.14)
600,000	10 years	3.5	(\$5,933.15)	(\$17,842.68)	(\$35,814.73)	(\$72,144.82)	(\$711,978.25)	(\$713,707.24)	(\$716,294.69)	(\$721,448.21)
ence in Payments			(\$879.73)	(\$2,674.15)	(\$5,452.60)	(\$11,317.99)	(\$105,567.19)	(\$106,966.09)	(\$109,051.91)	(\$113,179.93)

Discount

Rate	Present Value of Difference in Payments	Present Value as Percentage of Total Nominal Payments
6.5	\$77,494.11	-73.4%
3.5	\$88,984.40	-84.3%

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. **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.

COMMUNITY CENTER			
	General Fund	Bonding	
STREET IMPROVEMENTS	Non-OUP	Non-OUP	OUP
Immediate Reimbursement	\$390,000	\$312,000	\$78,000
Special Assessment	\$295,000	\$236,000	\$59,000

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

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

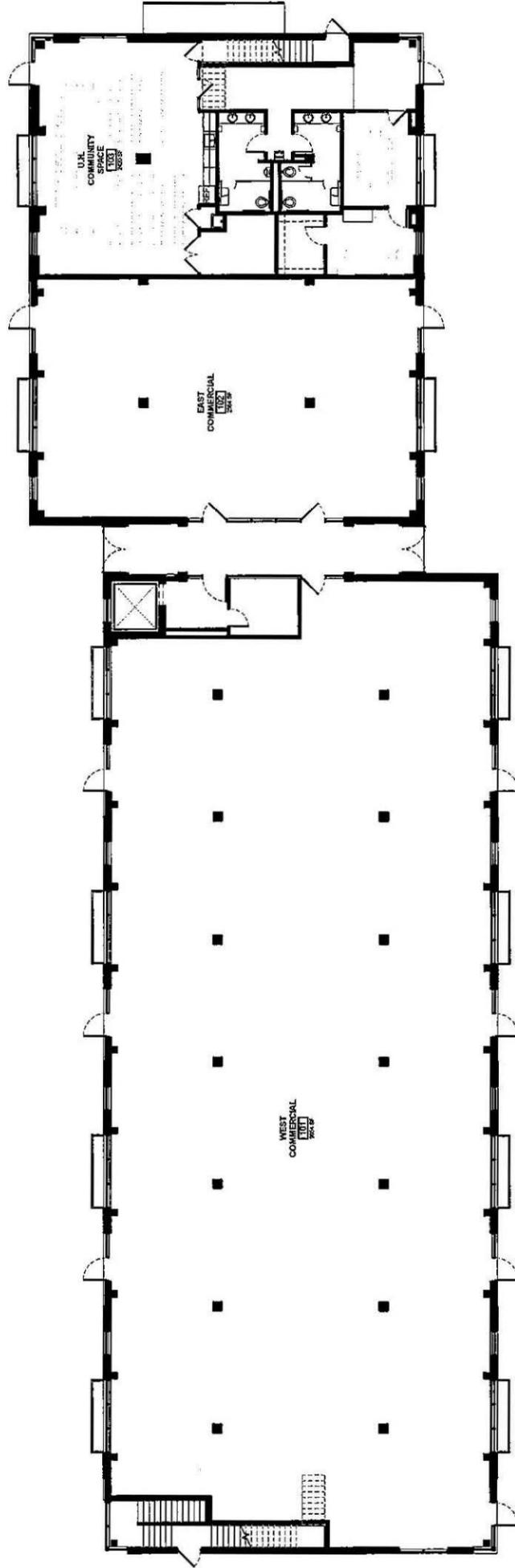
4. **Property Tax Payment Certification.** Furthermore, the Developer agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2016, an amount (the "Developer's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal 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.

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

Commercial only 14,638
Residential Only 28,160
42,798

first level



A1 FIRST LEVEL FLOOR PLAN
3/22/14

RESOLUTION NO. 16-26

RESOLUTION AMENDING THE ONE UNIVERSITY PLACE – PUBLIC IMPROVEMENTS PROJECT AND THE CONTRACT AWARDED FOR THAT PROJECT TO REMOVE WORK ASSOCIATED WITH BID ALTERNATE #1 RELATING TO STORM WATER QUALITY FEATURES.

WHEREAS, the City Council of University Heights, Iowa, previously deemed it necessary and desirable to undertake the “One University Place Public Improvements Project”, comprising work to widen Melrose Avenue to provide for a left-turn lane into the One University Place (“OUP”) development and to realign the Melrose Avenue and Sunset Street intersection to accommodate and improve traffic flow and ingress and egress from the OUP development (“the Project”); and

WHEREAS, the City Council previously approved the Project and awarded a contract for the Project by adopting Resolution No. 16-16B, which awarded the Project work to Maxwell Construction, Inc.; and

WHEREAS, the Project as approved and awarded including Bid Alternate #1, which concerned certain storm water quality features and incorporated a bio-cell design; and

WHEREAS, the City Council has now received and considered information, reports, and recommendations from its staff and consultants indicating that the bio-cell design is inappropriate for the Project given the impact on Sunset Street and traffic on that street; and

WHEREAS, the City Council desires to remove the work associated with Bid Alternate #1 from the Project and the contract awarded for the Project and reduce the contract price by the \$17,021.00 in costs associated with that particular work,

NOW, THEREFORE, BE IT RESOLVED by the City Council of University Heights, Iowa, that the One University Place Public Improvements Project (“the Project”) is hereby amended to remove work associated with Bid Alternate #1, which concerns storm water quality work and the Project cost and contract previously awarded are reduced by \$17,021.00; the Mayor and City Clerk are authorized to execute and attest, respectively, such amendment(s) to the Project contract and other documents approved by the City Attorney necessary to reflect this change in the Project work, including the elimination of \$17,021.00 in Project costs associated with Bid Alternate #1.

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 10th day of May, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

UH - Resolution 16-26 amending OUP public improvements project to remove bid alt #1 05 10 16

RESOLUTION NO. 16-20

RESOLUTION APPROVING AMENDED LANDSCAPING PLAN (SITE PLANTING PLAN AND RAVINE PLANTING PLAN) FOR ONE UNIVERSITY PLACE.

WHEREAS, the City Council of the City of University Heights, Iowa, has previously approved the development known as One University Place (OUP), including construction drawings and landscaping plans; and

WHEREAS, the OUP developer proposes amendments to the landscaping plans based upon site conditions encountered and after consultation with the City Council and discussions with independent landscaping consultants; and

WHEREAS, the best interest of the City and of the OUP development will be served if the amended landscaping plan – Site Planting Plan and Ravine Planting Plan – are approved,

NOW BE IT RESOLVED that the OUP Site Planting Plan and Ravine Planting Plan are approved in the form set forth in Exhibit “A” and Exhibit “B” attached.

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

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

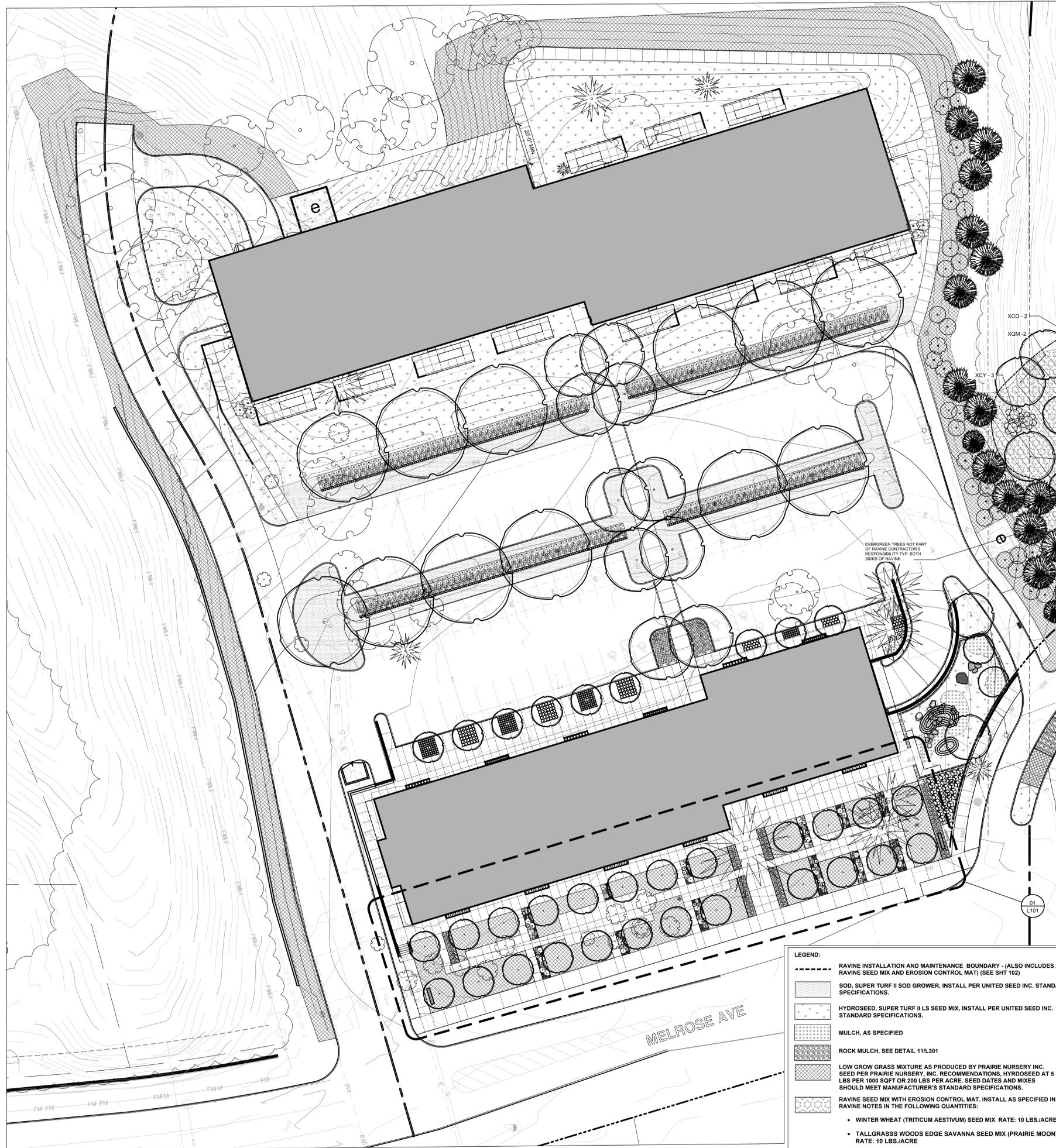
Upon Roll Call thus recorded, the Resolution is declared adopted this 10th day of May, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

UH - Resolution 16-20 approving amended OUP landscaping plan 05 10 16



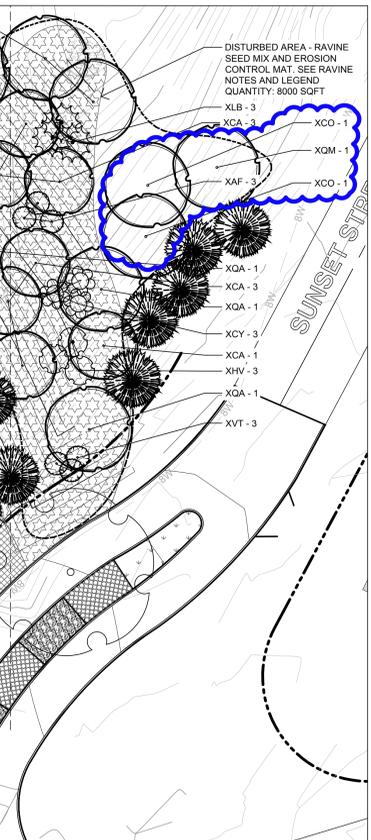
PLANTING NOTES:

- SEED ALL AREAS WITHIN CONTRACT LIMITS, NOT COVERED BY PAVING, BUILDINGS, OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
- PLANT QUANTITIES ARE FOR INFORMATION ONLY; DRAWING SHALL PREVAIL IF CONFLICT OCCURS.
- NOTIFY LANDSCAPE ARCHITECT AFTER STAKING IS COMPLETED AND BEFORE PLANT PITS ARE EXCAVATED.
- CONTRACTOR SHALL PLACE SHREDDED MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3".
- KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK, ANSI 260-1992, OR MOST RECENT EDITION.
- THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES, AND ANNUALS WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
- SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
- ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT LIST. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON THE DRAWINGS.

- STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.
- INSTALL STEEL EDGING BETWEEN ALL PLANT BEDS AND SOD/SEED AREAS UNLESS OTHERWISE NOTED.
- USE SPADE EDGE AT NATURE PLAY AREA (EAST OF SOUTH BUILDING) AND AT PLANT BEDS LOCATED ON THE EAST AND WEST SIDE OF THE NORTH BUILDING. SEE DETAIL 15/L300.

RAVINE PLANTING NOTES:

- EVENLY PLACE 4" OF HIGH QUALITY FERTILE, AGRICULTURAL TOPSOIL, ON ALL RECENTLY DISTURBED AREAS. TOPSOIL SHALL BE TYPICAL FOR LOCALITY, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FREE OF SUBSOIL, CLAY OR IMPURITIES, PLANTS, WEEDS AND ROOTS AND HAVE A MINIMUM PH VALUE OF 5.4 AND MAXIMUM 7.0.
- FINE GRADE TOPSOIL TO ELIMINATE ROUGH OR LOW AREAS. MAINTAIN PROFILES AND CONTOUR OF SUBGRADE. MANUALLY SPREAD TOPSOIL CLOSE TO EXISTING TREES AND SHRUBS TO REMAIN.
- QUALIFYING NATIVE PLANT MATERIAL INSTALLATION AND MAINTENANCE CONTRACTOR MUST HAVE AT LEAST 3 YEARS OF EXPERIENCE IN THE SUCCESSFUL INSTALLATION AND MAINTENANCE OF NATIVE PLANT MATERIAL AND PRAIRIE, WITH A SPECIALTY IN ENVIRONMENTAL SERVICES AND NATURAL AREA MANAGEMENT - REFERENCES MAY BE REQUIRED.
- SEED PREPARED SOIL WITH THE FOLLOWING SEED MIXES:
 - WINTER WHEAT - (TRITICUM AESTIVUM) AT A RATE OF 10 LBS. PER ACRE
 - TALLGRASS WOODS EDGE SAVANNA SEED MIX BY PRAIRIE MOON NURSERY OR EQUAL AT A RATE OF 10 LBS. PER ACRE.
- THOROUGHLY MIX THE ABOVE IDENTIFIED SEED MIXES WITH MOIST SAND, USING TEN PARTS SAND TO ONE-PART SEED.
- BROADCAST SEED EVENLY ACROSS THE NEWLY PREPARED SEEDBED.
- INSTALL A BIO-DEGRADABLE EROSION CONTROL MAT USING NORTH AMERICAN GREEN S150BN OR EQUAL PER MANUFACTURER'S RECOMMENDATIONS.
- TREE AND SHRUB LOCATIONS SHALL BE FLAGGED IN THE FIELD MAKING ADJUSTMENTS AS NECESSARY TO ACCOMMODATE SITE CONDITIONS. FLAGGED LOCATIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT OR BY EARTHVIEW ENVIRONMENTAL INC. PRIOR TO INSTALLATION.
- SEVEN TO TEN DAYS PRIOR TO TREE AND SHRUB INSTALLATION, IF NECESSARY, SPRAY WEEDS OR OTHER SMALL VEGETATION THAT THREATENS PLANT ESTABLISHMENT, WITH HERBICIDE.
- INSTALL TREES AND SHRUBS FOR BEST APPEARANCE. SET PLANTS VERTICAL.
- FOR RAVINE PLANTINGS, INSTALL A PROTECTIVE TUBE OR CAGE FOR EACH TREE AND SHRUB TO PREVENT DEER AND RODENT FROM CAUSING DAMAGE TO THE TREE. TREES AND SHRUBS SHALL BE DRESSED WITH 3" DEPTH HARDWOOD MULCH AS INDICATED IN THE PROJECT'S STANDARD PLANTING DETAILS.
 - TWO YEARS OF MAINTENANCE AND MONITORING TO INCLUDE:
 - 1ST AND 2ND YEAR MOWING TO MAINTAIN PRAIRIE AT A 10 - 12 INCH HEIGHT.
 - TRIMMING OF HERBACEOUS SPECIES THAT THREATEN TO SHADE SLOWER GROWING TREES.
 - SPRING OBSERVATION AND EVALUATION OF TREES AND SHRUBS FOR WINTER DAMAGE DUE TO HARSH CONDITIONS OR ANIMALS. REPLACE DEAD OR DAMAGED SHRUBS AS NEEDED, AND MAKE ADJUSTMENTS IN PROTECTION IF REQUIRED FOR FUTURE PLANT PROTECTION.
 - ONCE PER MONTH DURING THE FIRST TWO YEARS:
 - MAKE ADJUSTMENTS AND/OR REPAIRS TO THE TREE/SHRUB CAGES OR TUBES, MANIPULATING BRANCHES SO THEY DON'T GROW IMPROPERLY THROUGH SPACES IN THE CAGES/TUBES. REMOVE VEGETATION AROUND BASES.
 - MONITOR MULCH DEPTH AND CONDITION. APPLY ADDITIONAL MULCH AS NEEDED TO CONTROL WEEDS AND RETAIN MOISTURE.
 - WEEDS AND INVASIVE SPECIES SHALL BE SPRAYED OR MECHANICALLY REMOVED.
 - REMOVE TRASH.
 - NOTE ANY AREAS OF EROSION; REPAIR EROSION AND RE-SEED WITH SPECIFIED SEED MIX AND INSTALL EROSION CONTROL FABRIC AS NEEDED.
 - IDENTIFY AND REMEDY ANY OTHER MAINTENANCE ISSUES THAT THREATEN TO HARM THE SUCCESSFUL ESTABLISHMENT OF THE PLANT MATERIAL UNDER THIS CONTRACT.
- AT THE END OF TWO YEARS, PROVIDE THE CITY WITH AN ADAPTIVE MANAGEMENT PLAN IDENTIFYING UPDATES TO THE MONITORING AND MAINTENANCE PLAN. MEET WITH A CITY REPRESENTATIVE ON-SITE TO REVIEW RECOMMENDED PROCEDURES FOR ONGOING MONITORING AND MAINTENANCE FOR ITEMS SUCH AS THE YEARLY MOWING HEIGHT, MAINTENANCE TIMING AND WEED CONTROL.



PLANT SCHEDULE						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING & REMARKS
RAVINE OVERSTORY TREES						
XCA	3	Carya ovata	SHAGBARK HICKORY	1/2" CAL.	CONT.	CONSISTENT FORM WITHIN SPECIES
XCO	6	Celtis occidentalis	HACKBERRY	1/2" CAL.	CONT.	CONSISTENT FORM WITHIN SPECIES
XCB	3	Quercus alba	WHITE OAK	1/2" CAL.	CONT.	CONSISTENT FORM WITHIN SPECIES
XCM	3	Quercus macrocarpa	BUR OAK	1/2" CAL.	CONT.	CONSISTENT FORM WITHIN SPECIES
RAVINE DECIDUOUS SHRUBS						
XAF	3	Amorpha fruticosa	FALSE INDIGO BUSH	#1	CONT.	6'-0" O.C.
XCY	6	Corylus americana	AMERICAN HAZELNUT	#1	CONT.	6'-0" O.C.
XHV	3	Hamamelis virginiana	WITCH-HAZEL	#1	CONT.	6'-0" O.C.
XLB	3	Lindera benzoin	SPICEBUSH	#1	CONT.	6'-0" O.C.
XVT	3	Viburnum trilobum	HIGHBUSH CRANBERRY VIBURNUM	#1	CONT.	6'-0" O.C.

- LEGEND:**
- RAVINE INSTALLATION AND MAINTENANCE BOUNDARY - (ALSO INCLUDES ALL RAVINE SEED MIX AND EROSION CONTROL MAT) (SEE SHT 102)
 - SOD, SUPER TURF II SOD GROWER, INSTALL PER UNITED SEED INC. STANDARD SPECIFICATIONS.
 - HYDROSEED, SUPER TURF II LS SEED MIX, INSTALL PER UNITED SEED INC. STANDARD SPECIFICATIONS.
 - MULCH, AS SPECIFIED
 - ROCK MULCH, SEE DETAIL 11/L301
 - LOW GROW GRASS MIXTURE AS PRODUCED BY PRAIRIE NURSERY INC. SEED PER PRAIRIE NURSERY, INC. RECOMMENDATIONS, HYDROSEED AT 5 LBS PER 1000 SQFT OR 200 LBS PER ACRE. SEED DATES AND MIXES SHOULD MEET MANUFACTURER'S STANDARD SPECIFICATIONS.
 - RAVINE SEED MIX WITH EROSION CONTROL MAT. INSTALL AS SPECIFIED IN RAVINE NOTES IN THE FOLLOWING QUANTITIES:
 - WINTER WHEAT (TRITICUM AESTIVUM) SEED MIX RATE: 10 LBS./ACRE
 - TALLGRASS WOODS EDGE SAVANNA SEED MIX (PRAIRIE MOON) RATE: 10 LBS./ACRE

ARCHITECT OF RECORD
 Neumann Monson PC
 221 East College Street | Suite 303
 Iowa City, Iowa 52240
 T 319.338.7878

418 6th Avenue | Suite 209
 Des Moines, Iowa 50309
 T 515.339.7800

CONSULTANTS

RAKER RHODES ENGINEERING
 STRUCTURAL ENGINEER
 118 E. College St.
 Iowa City, Iowa 52240
 319.248.4600

MODUS ENGINEERING
 MEP ENGINEER
 118 E. College St.
 Iowa City, Iowa 52240
 319.248.4600

MMS CONSULTANTS
 CIVIL ENGINEER
 1917 S. Gilbert St.
 Iowa City, Iowa 52240
 319.338.8282

CONFLUENCE
 LANDSCAPE ARCHITECT
 900 2nd St., Ste 104
 Cedar Rapids, Iowa 52401
 319.459.9411

PROJECT NAME
 ONE UNIVERSITY PLACE - NORTH BUILDING

CONFORMED CONSTRUCTION SET

OWNER
 Maxwell Development
 3011 Sierra Ct. SW
 Iowa City, Iowa 52240
 319.358.0709

ISSUE

DATE	DESCRIPTION
03.10.2018	CONSTRUCTION SET
03.10.2018	RAVINE PLANTING PLAN ADDENDUM
03.10.2018	PLANTING DELINEATION ADDENDUM
04.20.2018	RAVINE PLANTING PLAN ADDENDUM

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SHEET NAME
 RAVINE PLANTING PLAN

SHEET NUMBER
 L-100-B2

RESOLUTION NO. 16-23

RESOLUTION EXTENDING THE CITY’S AGREEMENT WITH SIDERS DEVELOPMENT, LLC THROUGH AND INCLUDING NOVEMBER 8, 2016.

WHEREAS, the City of University Heights previously entered into an Services Agreement (“Agreement”) with Siders Development, LLC (“Siders”) for contract and construction oversight, inspection, and verification services related to One University Place, in a form approved by the City Attorney substantially as set forth in Exhibit “A” attached; and

WHEREAS, the Agreement expires by its terms on June 6, 2016; and

WHEREAS, the City deems and determines the services provided by Siders to be beneficial and valuable to the City and desires that the Agreement be extended through November 8, 2016, subject to earlier termination as provided for in the Agreement; and

WHEREAS, the rate of compensation the City will pay Siders will continue to be \$1,350.00 per month plus reimbursement for expenses, all as provided for in the Agreement, and

WHEREAS, all remaining terms of the Agreement aside from the specified termination date will remain inviolate,

NOW, THEREFORE, BE IT FURTHER RESOLVED that Services Agreement between the City of University Heights and Siders Development, LLC is hereby extended through and including November 8, 2016, and the City’s execution of this Resolution and Siders Development LLC’s countersignature on this Resolution shall stand as an amendment to the Services Agreement dated as of March 8, 2016.

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 10th day of May, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

Agreed to by and on behalf of Siders Development LLC this 10th day of May, 2016.

Glenn Siders,
Member and Manager

UH - Resolution 16-23 extending Siders agrmt 05 10 16

SERVICES AGREEMENT

RECITALS

WHEREAS, the City of University Heights, Iowa, approved a PUD Development Plan and entered into a PUD Development Agreement with Jeff Maxwell dated as of June 9, 2015, for the development of the One University Place project in the City; and

WHEREAS, the City entered into a PUD Development Agreement with Jeff Maxwell dated as of August 11, 2015, related to the One University Place project; and

WHEREAS, the PUD Development Plan, PUD Development Agreement, and TIF Development Agreement require Jeff Maxwell to develop the One University Place project in conformity with all of the specifications, particulars, and details called out in and provided for in these various documents and approvals; and

WHEREAS, certain City Staff, including the City Engineer and City Building Official, will inspect and monitor construction on the One University Place project as part of their normal and customary duties on behalf of the city; and

WHEREAS, the City desires to retain the services of Siders Development, LLC, as an additional independent consultant to inspect and verify compliance with the various One University Place documents and approvals, including those related to design and aesthetic terms, specifications, and conditions; and

WHEREAS, Jeff Maxwell has agreed to reimburse the City for reasonable fees and expenses reasonably incurred by the City for professional assistance related to evaluation, administration, and oversight of One University Place documents and approvals and project construction; and

WHEREAS, Jeff Maxwell receives a credit against this reimbursement obligation for fees actually paid to the City to obtain building and certain other required project permits; and

WHEREAS, the fees and expenses associated with the City's retention of Siders Development Services, LLC will be reimbursed to the City by Jeff Maxwell, subject to the credit,

NOW, THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES SET FORTH BELOW AND FOR SUCH OTHER AND FURTHER CONSIDERATION, THIS RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY OF UNIVERSITY HEIGHTS AND SIDERS DEVELOPMENT, LLC AGREE AS FOLLOWS:

This Agreement is made between the City of University Heights, Iowa ("City") 1004 Melrose Avenue, Iowa City IA and Siders Development LLC ("Siders"), 1180 S. Jones Boulevard, North Liberty, IA 52317.

1. **Services Performed by Siders.** Siders agrees to perform the Services described in Exhibit "A", which is attached to and made part of this Agreement.

2. **Compensation to Siders.** Siders shall be compensated at the rate of \$1,350.00 per month. This amount is based upon an estimated 19-23 hours per month of services by Siders, however the compensation to Siders is a flat-fee, and not dependent upon any minimum or maximum hours of service per month.

3. **Expenses.** Siders shall also be reimbursed for out of pocket expenses incurred in performance of Services under this Agreement, but expenses exceeding \$150.00 for any one occurrence must be approved in advance in writing by the Mayor. Siders shall not be reimbursed for mileage, fuel, or other ordinary vehicle expense, nor meals.

4. **Invoices.** Siders shall submit monthly invoices for Services rendered, in the agreed monthly amount, and out of pocket expenses. City shall pay Siders within 30 days after receipt of each invoice.

5. **Independent Contractor Status.** Siders is an independent contractor, and is not, and shall not be deemed, City's employee. In its capacity as an independent contractor, Siders agrees and represents, and City agrees, as follows:

(a) Siders has the right to perform services for others during the term of this Agreement subject to nondisclosure provisions set out in this Agreement, if any.

(b) The Services required by this Agreement shall be performed by Siders, and City shall not be required to hire, supervise or pay any assistants to help Siders.

(c) Siders shall not receive any training from City in the professional skills necessary to perform the Services required by this Agreement.

(d) Siders shall not be required to devote full-time to the performance of the Services required by this Agreement.

(e) City shall not provide insurance coverage of any kind for Siders.

(f) City shall not withhold from Siders's compensation any amount that would normally be withheld from an employee's pay.

(g) Siders has and during the course of this Agreement shall maintain a split-limit (\$1 million occurrence/\$2 million aggregate) professional liability insurance policy covering Siders's activities under this Agreement.

6. **Work Product.** Work Product includes, but is not limited to, reports and documentation, in whatever form, prepared for City under this Agreement. All Work Product delivered to City by Siders for City pursuant to this Agreement shall be the exclusive property of City.

7. **Confidential Information.** Siders agrees that all Work Product is City's sole and exclusive property. Siders shall treat all Work Product on a confidential basis and not disclose it to any third party without City's written consent, except when reasonably necessary to perform the Services under this Agreement. Siders will not use or disclose to others without City's written consent City's confidential information, except when reasonably necessary to perform the Services under this Agreement.

8. **Term of Agreement.** This Agreement will become effective when signed by Siders and approved by the City's City Council, and will end ninety (90) days later, unless sooner terminated as provided in paragraph 9 below.

9. **Termination of Agreement.**

(a) Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after notice thereof is sent to the other party.

(b) If at any time after commencement of the Services required by this Agreement, City shall, in its sole judgment, determine that such Services are inadequate, unsatisfactory, no longer needed for any reason or for no reason, or substantially not conforming to the descriptions, warranties or representations contained in this Agreement, City may terminate this Agreement upon 30 days' written notice to Siders.

10. **Return of Materials.** Upon termination of this Agreement, each party shall promptly return to the other all data, materials and other property of the other held by it; provided, however, that

all Work Product shall remain the property and in the possession of City, as set forth in paragraph 6 above.

11. **Indemnification.** Siders agrees to indemnify and hold harmless City against any claims, actions or demands, including without limitation reasonable attorney and accounting fees, alleging or resulting from the negligent performance of Siders under this Agreement. City shall provide notice to Siders promptly of any such claim, suit or proceeding and shall assist Siders, at Siders's expense, if defending any such claim, suit or proceeding.

12. **Employment of Assistants.**

(a) Siders may neither subcontract nor hire persons to aid in the performance of the Services required by this Agreement without City's prior written consent.

(b) Siders warrants and represents that the Work Product shall be created solely by Siders.

13. **Attorney Fees.** If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

14. **Miscellaneous Provisions.**

(a) **Sole Agreement.** This is the entire Agreement between Siders and City.

(b) **Severability.** If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

(c) **Applicable law.** This Agreement will be governed by the laws of the State of Iowa.

(d) **Notices.** All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

- When delivered personally to the following:

For City: The Mayor, City Clerk, or City Attorney

For Siders: Glenn Siders

- Upon receipt or refusal of receipt, when sent by Certified

Mail, Return Receipt Requested, in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement, with a copy to the following:

For City: Mr. Steven E. Ballard
LEFF LAW FIRM, LLP
222 S. Linn St.
Iowa City, IA 52240

For Siders: Mr. C. Joseph Holland
HOLLAND LAW OFFICE
P.O. Box 2820
Iowa City, IA 52240-2820

Either party may change its address appearing in the introductory paragraph to this Agreement by giving notice of the change in accordance with this paragraph.

(e) Contracts with Others. Siders does not have authority to enter into contracts with others on City's behalf.

(f) Assignment. Siders may not assign its rights or obligations under this Agreement without City's prior written consent.

(g) Amendment. This Agreement may be amended only by a writing signed by Siders and by a duly authorized representative of the City.

Dated as of this _____ Day of March, 2016

City of University Heights:

Siders Development LLC:

By: _____
Weldon E. Heitman (Wally),
Mayor

By: _____
Glenn Siders,
Member and Manager

EXHIBIT "A"
SERVICES AGREEMENT
SCHEDULE OF SERVICES

Pursuant to the Services Agreement Siders shall perform the following Services for the City of University Heights:

1. Inspection and verification that construction by Jeff Maxwell and/or One University Place, LLC ("Maxwell") conforms to the design and aesthetic terms, specifications, and conditions of a PUD DEVELOPMENT AGREEMENT by and between Maxwell and the City of University Heights, Iowa ("City") dated as of the 9th day of June, 2015 and a TIF DEVELOPMENT AGREEMENT by and between the City and Maxwell dated as of the 11th day of August, 2015.

2. Siders shall inspect and verify that construction conforms to the design features and details of the PUD Plan approved by the City, and any amendments thereto approved by the City, or minor adjustments as approved administratively by the City Engineer or other authorized party. This shall include:

- a. Design and installation of all site and building-mounted exterior lighting
- b. Landscaping plan, accessible playground, and other site amenities
- c. Exterior building materials
- d. Exterior colors
- e. Grading plan
- f. Utility bores
- g. Sensitive areas
- h. Such other specific items to which the City and Siders agree

3. Siders shall make site visits to the property and inspect the work as it progresses, upon a reasonable schedule based upon the course of construction and consultation with the Mayor of the City. The City shall designate Siders as an agent of the City for purposes of Siders being allowed access to the construction site at all reasonable times. In the event that Siders is denied access to the property, or finds that work is not in conformance with the

agreements described above, Siders shall provide reasonably prompt notice to the Mayor of the City with a written report detailing any non-compliance by the Developer. In addition to or as part of any report of non-compliance, Siders shall provide City a monthly written report detailing Siders's activities and findings in performance of this Agreement.

4. Services performed by Siders shall NOT include:
 - a. Determination of the correct location of buildings, streets, drives, utilities, or other improvements upon the project site.
 - b. Building inspections (including structural, electrical, mechanical, fire alarm/sprinkler systems, plumbing, and ADA compliance).

Siders may assist in such inspections, at the specific request of the City's Building Inspector or City Engineer. Such assistance services shall be compensated at \$62.50 per hour and are not services under the Services Agreement between Siders and the City.

- c. SWPPP or erosion control inspections.

5. Siders will, at the written direction of the City, assist the City in obtaining inspection and verification that bio-cells and bio-swales are being appropriately installed. This service will be sub-contracted by Siders, subject to pre-approval by the Mayor of an estimate of fees to be paid to the sub-contractor. Siders shall be paid at a \$62.50 per hour for coordinating such services.

6. Siders shall not have authority to issue a stop work order, only to recommend the same to the City. In the event that Siders believes a stop work order or other action is necessary on behalf of the City, Siders shall provide written notice thereof to the Mayor and City Attorney.

Dated as of this 8th Day of March, 2016

City of University Heights:

Siders Development LLC:

By: Weldon E. Heitman
Weldon E. Heitman (Wally),
Mayor

By: Glenn Siders
Glenn Siders,
Member and Manager

RESOLUTION NO. 16-29

**RESOLUTION AUTHORIZING FARMERS MARKETS
TO BE HELD AT PROPERTY OWNED BY
ST. ANDREW PRESBYTERIAN CHURCH**

RESOLVED that, pursuant to No. Ordinance 81, Farmers Markets are authorized to be held at the University Club parking lot, 1360 Melrose Avenue, on the following dates at the following times:

- June 7 – 4:00 p.m. – 7:00 p.m.
- July 5 – 4:00 p.m. – 7:00 p.m.
- August 2 – 4:00 p.m. – 7:00 p.m.
- September 6 – 4:00 p.m. – 7:00 p.m.
- October 4 – 4:00 p.m. – 7:00 p.m.

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 10th day of May, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

May '16 – City Attorney's Report

1. **FY2016 Budget Amendments.** The Council will consider Resolution No. 16-22, adopting amendments to the City budget for Fiscal Year 2015-16 (ending June 30, 2016). The Resolution is attached; Exhibit “A” – the actual amendments themselves – will or have been distributed by Steve Kuhl, Jim Lane, or Lori Kimura.
2. **OUP –Removing Bio-Cell from Public Improvements Project.** The Council previously approved the OUP Public Improvements Project and awarded the contract for the Project with Bid Alternate #1 concerning storm water quality work. I believe the Council will receive reports at or before the May meeting indicating that the bid alternate work – a bio-cell storm water collection and storage design – may not be appropriate for the Project given the impact on Sunset Street and traffic on that street. If the Council decides to remove this portion of the work from the Project and contract, the Council will consider Resolution No. 16-26, which removes this work and reduces the contract price by \$17,021.00, the amount for this particular work. The Resolution is attached.
3. **OUP – Amended Landscaping Plan.** This is a carry-over item from April. Assuming the OUP landscaping plan has been appropriately revised after consultation with various interested parties, the Council will consider Resolution No. 16-20, approving the amended landscaping plan for OUP as prepared by Confluence. The Resolution is attached, and so are the latest versions of the landscaping/planting plans. I am uncertain whether there is agreement on these plans – a recent email thread suggests there may not be agreement, but I wanted to attach them as the latest provided to me.
4. **OUP – Extending Siders Development Services Agreement.** The City’s Agreement with Siders Development LLC expires by its terms June 6, 2016 (90 days after commencement). The Council will consider Resolution No. 16-23, which extends the agreement, assuming the Council desires to extend the Agreement (the Council has no obligation to extend). The Resolution specifies an extension for six and one-half (6.5) months, which should run through the November 8, 2016, Council meeting, at which time the Council may again determine whether to extend. The Council may discuss and select a different extension the Council if it desires. Even after the extension, the Agreement may be terminated by the City on 30 days’ written notice to Mr. Siders. The Resolution is attached; the agreement is also attached for ready reference.
5. **OUP - Relocating and Burying Utility Service.** At the Special Meeting April 25, 2016, the Council adopted Resolution No. 16-18, which authorized the Mayor to sign an agreement with MidAmerican Energy Company concerning relocation of certain utility poles and lines. (The estimated cost of \$33,499.00 was and is to be reimbursed to the City by the OUP developer.)

- Resolution No. 16-18 was adopted conditioned upon the OUP developer reaching agreement with one of two property owners concerning where an anchor utility pole will be located.
 - As will be discussed and described more fully by others, the OUP developer has not been able to reach agreement with either property owner.
 - As such, I have prepared Resolution No. 16-24 for the Council to consider so that a location for the anchor utility pole may be selected and the project allowed to move forward. The Resolution provides that the Council will determine where the anchor utility pole will be relocated and one of two drawings will be added to the Resolution showing the location. Either location is within the City’s street right-of-way, so the Council has the right to determine where to place the anchor pole, and no compensation or other consideration is required for the owner of the adjacent property. The Council may itself decide based upon its own criteria which location should be selected, given that the discussions the Council directed the OUP developer to have with the two owners did not produce a location.
 - Resolution No. 16-24 also rescinds Resolution No. 16-18. Resolution No. 16-24 is attached.
6. **Settlement of Lawsuit.** The Council will consider Resolution No. 16-25, which authorizes payment of \$5,000.00 to the EMC Insurance Company, the City’s prior liability insurance carrier, representing the City’s deductible and a portion of its retainage (“self-insurance”) in settlement of a lawsuit filed by prior City employee Donald Strong. The Resolution is attached.
7. **OUP – Two Condominium Regimes – Compliance with City Agreements.** OUP intends to amend the condominium declaration (the document setting forth legal governance and restrictions for OUP) for the south building and is completing the declaration for the north building. I have met with OUP counsel, Tom Gelman, to review the two declarations and to compare them against the prior OUP documents and agreements (including the PUD Development Agreement and TIF Development Agreement). Mr. Gelman is putting together a chart that references various provisions of the OUP documents and agreements that shows where particular provisions are addressed in the condominium declarations. I intend to speak with Mr. Gelman regarding this chart and then transmit it to the Mayor, Council, and Staff for review and discussion. I anticipate having this information disseminated before the June meeting.

RESOLUTION NO. 16-24

RESOLUTION RESCINDING RESOLUTION NO. 16-18 AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH MIDAMERICAN ENERGY COMPANY FOR RELOCATING, REBUILDING, AND BURYING CERTAIN OVERHEAD POWER AND OTHER COMMUNICATON LINES TO ACCOMMODATE THE ONE UNIVERSITY PLACE DEVELOPMENT AND ASSOCIATED INTERSECTION REALIGNMENT AT AN ESTIMATED COST OF \$33,499.00.

WHEREAS, the City Council of the City of University Heights, Iowa, has previously approved the development known as One University Place; and

WHEREAS, the City Council of the City of University Heights, Iowa, has previously approved a public improvements project that includes realignment of the intersection of Melrose Avenue and Sunset Street; and

WHEREAS, certain utility poles and lines must be moved to accommodate the OUP development and intersection realignment; and

WHEREAS, the OUP developer and the City desire that, after relocation, the utility lines be rebuilt and buried to enhance safety and aesthetics; and

WHEREAS, MidAmerican Energy Company proposes to complete the utility relocation, rebuilding, and burying at an estimated cost of \$33,499.00; and

WHEREAS, the OUP developer will reimburse the City for the cost of this work; and

WHEREAS, the City Council previously adopted Resolution No. 16-18 at its Special Meeting April 25, 2016, with the understanding that that the OUP developer would be able to reach an agreement with one or two property owners concerning the specific location of an anchor utility pole, and

WHEREAS, the OUP developer was not able to reach such an agreement,

NOW BE IT RESOLVED that Resolution No. 16-18 is hereby rescinded and the Mayor of the City of University Heights is authorized to sign an agreement with MidAmerican Energy Company for the relocating, rebuilding, and burying of certain overhead power and other communication lines in the form 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 10th day of May, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

RESOLUTION NO. 16-25

RESOLUTION AUTHORIZING PAYMENT OF \$5,000.00 TO EMC INSURANCE COMPANY REPRESENTING THE CITY'S DEDUCTIBLE AND A PORTION OF ITS RETAINAGE IN SETTLEMENT OF A LAWSUIT FILED BY FORMER CITY EMPLOYEE DONALD STRONG.

WHEREAS, former City employee Donald Strong previously filed a lawsuit against the City of University Heights for wrongful termination, among other theories of recovery; and

WHEREAS, the City's former liability insurance company, EMC Insurance Company, has settled the lawsuit and obtained a dismissal of the lawsuit with prejudice and a general release in favor of the City; and

WHEREAS, under the City's former insurance policy with EMC, the City carried a \$1,500.00 deductible and retained \$10,000.00 in liability exposure; and

WHEREAS, EMC requests that, as part of the settlement, the City reimburse EMC in the amount of \$5,000.00, comprising the deductible and \$3,500.00 of the retaining; and

WHEREAS, the City Attorney recommends payment of the amount requested as consistent and in compliance with the City's former insurance policy,

NOW, THEREFORE, BE IT RESOLVED by the City Council of University Heights, Iowa, that the City Treasurer is authorized to reimburse EMC Insurance Company in the amount of \$5,000.00 upon receipt of an invoice.

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 10th day of May, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

UH - Resolution 16-25 authorizing payment to EMC for Strong reimbursement 05 10 16

**City Clerk Report
May 2016**

- **No new building permits received since the last meeting:**
- **180 rental permits received for FY16 fiscal year (180 last month):**
 - 75 for Grandview Court (75 last month)**
 - 105 for rest of University Heights (105 last month)**
- **Received notification from the State that Stella has completed all items for renewal of their liquor license. Council will vote to renew at the May council meeting.**
- **Completing a safety grant application to ICAP (city's new insurance carrier). If approved, the city will be awarded \$500.**
- **On behalf of the University Heights Community Fund, thank you to those who have contributed to the fund. We greatly appreciate your donations and will open requests for grants later this summer.**

Also, we invite everyone to come to Stella on June 12th, from 5:00 to 9:00 pm (rain date is June 26th) for the 2nd "UH Night at Stella" fundraising event. Stella will donate a portion of the evening's proceeds to the University Heights Community Fund. A big thank you to the owners and staff at Stella for their help!

Treasurer's Report

April 2016

Our total revenue for the month of April was \$271,632.53 comprised of the following amounts:

Property Taxes	\$ 255,851.38
Traffic Fines from Clerk of Court	\$ 7,742.42
Interest on bank accounts	\$ 99.52
Road Use Funds	\$ 7,729.21
Parking fines	\$ 120.00
Police reports	\$ 90.00

Balances in the bank accounts as of 4/30/16:

MidwestOne Checking Account	\$360,069.27
Hills Bank Money Market Account	\$ 1,044.71
CD at UICCU (1001 due 3/22/17 @ 1.7%)	\$ 78,209.06
CD at UICCU (1003 due 8/28/17 @ 1.24%)	\$ 34,026.78
CD at UICCU (1007 due 9/20/17 @ 1.79%)	\$ 26,441.40
CD at UICCU (1009 due 11/2/18 @ 2.38%)	\$ 26,498.28
CD at UICCU (1011 due 5/19/17 @ 1.99%)	\$ 74,104.75
UICCU Savings Account	\$ 5.00
Time Account at Hills Bank (earns .35%)	\$ 23,067.93
Forfeiture Fund	\$ 4,069.02

City of University Heights		Cash Receipts and Disbursements by Fund		July 1, 2015 to April 30, 2016							
	CAPITAL PROJECTS	GENERAL FUND	DEBT SERVICE	POLICE FORFEITURE	ROAD USE TAX	EMPLOYEE BENEFITS	TOTAL				
Receipts											
Local Option Sales Tax							\$ -				
Property Tax		\$ 552,696.21	\$ 30,460.75			\$ 77,878.72	\$ 661,035.68				
Other City Taxes		\$ 5,641.14	\$ 309.65			\$ 796.76	\$ 6,747.55				
Licenses and Permits		\$ 146,750.30					\$ 146,750.30				
Use of Money and Property		\$ 3,724.95		\$ 6.13		\$ 232.74	\$ 3,963.82				
Intergovernmental		\$ 8,508.75	\$ 99.56		\$ 109,918.37	\$ 256.19	\$ 118,782.87				
Charges for Services		\$ 266.00					\$ 266.00				
Special Assessments							\$ -				
Miscellaneous		\$ 76,812.66					\$ 76,812.66				
Other Financing Sources							\$ -				
Total Receipts	\$ -	\$ 794,400.01	\$ 30,869.96	\$ 6.13	\$ 109,918.37	\$ 79,164.41	\$ 1,014,358.88				
Disbursements											
Payroll Expenses											
Public Safety		\$ 338,900.65				\$ 62,218.27	\$ 401,118.92				
Public Works		\$ 166,055.39			\$ 55,038.60		\$ 221,093.99				
Culture & Recreation		\$ 36,222.71					\$ 36,222.71				
Community & Economic Dev.		\$ 1,140.00					\$ 1,140.00				
General Government		\$ 214,500.33				\$ 2,010.81	\$ 216,511.14				
Principal/Interest			\$ 1,249.29				\$ 1,249.29				
Uncategorized/Miscellaneous							\$ 0				
Total Disbursements	\$ -	\$ 756,819.08	\$ 1,249.29	\$ -	\$ 55,038.60	\$ 64,229.08	\$ 877,336.05				
Net Cash Increase (Decrease)	\$ -	\$ 37,580.93	\$ 29,620.67	\$ 6.13	\$ 54,879.77	\$ 14,935.33	\$ 137,022.83				
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)	\$ 558,175.26	\$ 29,251.72	\$ (1,044.79)	\$ 82,246.48	\$ (43,142.64)	\$ 435,922.13				

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

	GENERAL		DEBT SERVICE		POLICE FORFEITURE				
	Jul '15 - Apr ...	Budget	% of Budget	Jul '15 - Apr ...	Budget	% of Budget	Jul '15 - Apr ...	Budget	% of Budget
Ordinary Income/Expense									
Income									
CHARGES FOR SERVICES	266.00	1,000.00	26.6%	0.00			0.00		
GENERAL PROPERTY TAXES	552,696.21	585,938.00	94.3%	30,460.75	32,400.00	94.0%	0.00		
INTERGOVERNMENTAL/SHARED REVENUE	8,508.75	4,339.00	196.1%	99.56			0.00		
LICENSES & PERMITS	146,750.30	26,890.00	545.7%	0.00			0.00		
MISCELLANEOUS REVENUES	76,812.66	113,250.00	67.8%	0.00			0.00		
OTHER CITY TAXES	5,641.14	309.65		309.65			0.00		
USE OF MONEY & PROPERTY	3,724.95	5,000.00	74.5%	0.00			6.13		
Total Income	794,400.01	736,417.00	107.9%	30,869.96	32,400.00	95.3%	6.13		
Gross Profit	794,400.01	736,417.00	107.9%	30,869.96	32,400.00	95.3%	6.13		
Expense									
CAPITAL PROJECTS	0.00	0.00		0.00			0.00		
COMMUNITY & ECONOMIC DEV.	1,140.00	5,000.00	22.8%	0.00			0.00		
CULTURE & RECREATION	36,222.71	50,977.00	71.1%	0.00			0.00		
DEBT SERVICE	0.00			1,249.29	32,400.00	3.9%	0.00		
GENERAL GOVERNMENT	214,500.33	110,743.00	193.7%	0.00			0.00		
PUBLIC SAFETY	338,900.65	422,051.00	80.3%	0.00			0.00		
PUBLIC WORKS	166,065.39	134,367.00	123.6%	0.00			0.00		
Total Expense	756,819.08	723,138.00	104.7%	1,249.29	32,400.00	3.9%	0.00		
Net Ordinary Income	37,580.93	13,279.00	283.0%	29,620.67	0.00	100.0%	6.13		
Net Income	37,580.93	13,279.00	283.0%	29,620.67	0.00	100.0%	6.13	0.00	100.0%

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

1:16 AM
 05/09/16
 Cash Basis

	ROAD USE TAX			EMPLOYEE BENEFITS			TOTAL		
	Jul '15 - Apr ...	Budget	% of Budget	Jul '15 - Apr ...	Budget	% of Budget	Jul '15 - Apr ...	Budget	% of Budget
Ordinary Income/Expense									
Income									
CHARGES FOR SERVICES	0.00			0.00			266.00	1,000.00	26.6%
GENERAL PROPERTY TAXES	0.00			77,878.72	83,371.00	93.4%	661,035.68	701,709.00	94.2%
INTERGOVERNMENTAL/SHARED REVENUE	109,918.37	105,000.00	104.7%	256.19			118,782.87	109,339.00	108.6%
LICENSES & PERMITS	0.00			0.00			146,750.30	26,890.00	545.7%
MISCELLANEOUS REVENUES	0.00			0.00			76,812.66	113,250.00	67.8%
OTHER CITY TAXES	0.00			796.76			6,747.55	0.00	100.0%
USE OF MONEY & PROPERTY	0.00			232.74			3,963.82	5,000.00	79.3%
Total Income	109,918.37	105,000.00	104.7%	79,164.41	83,371.00	95.0%	1,014,358.88	957,188.00	106.0%
Gross Profit	109,918.37	105,000.00	104.7%	79,164.41	83,371.00	95.0%	1,014,358.88	957,188.00	106.0%
Expense									
CAPITAL PROJECTS	0.00			0.00			0.00	0.00	0.0%
COMMUNITY & ECONOMIC DEV.	0.00			0.00			1,140.00	5,000.00	22.8%
CULTURE & RECREATION	0.00			0.00			36,222.71	50,977.00	71.1%
DEBT SERVICE	0.00			0.00			1,249.29	32,400.00	3.9%
GENERAL GOVERNMENT	0.00			2,010.81	2,454.00	81.9%	216,511.14	113,197.00	191.3%
PUBLIC SAFETY	0.00			62,218.27	80,917.00	76.9%	401,118.92	502,968.00	79.8%
PUBLIC WORKS	55,038.60	117,500.00	46.8%	0.00			221,093.99	251,867.00	87.8%
Total Expense	55,038.60	117,500.00	46.8%	64,229.08	83,371.00	77.0%	877,336.05	956,409.00	91.7%
Net Ordinary Income	54,879.77	-12,500.00	-439.0%	14,935.33	0.00	100.0%	137,022.83	779.00	17,589.6%
Net Income	54,879.77	-12,500.00	-439.0%	14,935.33	0.00	100.0%	137,022.83	779.00	17,589.6%

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

1:15 AM
 06/09/16
 Cash Basis

	Jul '15 - Apr '16	% of Budget	DEBT SERVICE	% of Budget	Jul '15 - Apr '16	% of Budget	ROAD USE TAX	% of Budget	Jul '15 - Apr '16	% of Budget	EMPLOYEE BENEFITS	% of Budget	Jul '15 - Apr '16	% of Budget	TOTAL
	Budget		Budget		Budget		Budget		Budget		Budget		Budget		Budget
Ordinary Income/Expense															
CHARGES FOR SERVICES															
Police Reports	266.00	26.6%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	266.00
TOTAL CHARGES FOR SERVICES	266.00	26.6%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	266.00
GENERAL PROPERTY TAXES															
Benefits/Licenses	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.00
Commercial Prop Tax Rplmnt Adj	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.00
Debt Service Levy	30,460.75	70.3%	32,400.00	94.0%	30,460.75	87.4%	32,400.00	94.0%	30,460.75	87.4%	32,400.00	94.0%	30,460.75	87.4%	30,460.75
Insurance Levy	9,910.00	22.5%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	9,910.00
Public Works Levy	17,420.00	39.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	17,420.00
Regular Property Tax	484,785.37	94.3%	0.00	0.0%	484,785.37	94.3%	0.00	0.0%	484,785.37	94.3%	0.00	0.0%	484,785.37	94.3%	484,785.37
Transit Levy	41,855.11	94.3%	0.00	0.0%	41,855.11	94.3%	0.00	0.0%	41,855.11	94.3%	0.00	0.0%	41,855.11	94.3%	41,855.11
Total GENERAL PROPERTY TAXES	552,696.21	94.3%	32,400.00	94.0%	552,696.21	94.3%	32,400.00	94.0%	552,696.21	94.3%	32,400.00	94.0%	552,696.21	94.3%	552,696.21
INTERGOVERNMENTAL/SHARED REVENUE															
Other State Grants/Reimburse	6,694.92	0.0%	0.00	0.0%	6,694.92	100.0%	0.00	0.0%	6,694.92	100.0%	0.00	0.0%	6,694.92	100.0%	6,694.92
State Shared Revenues	1,913.63	41.8%	99.56	41.8%	1,913.63	100.0%	0.00	0.0%	1,913.63	100.0%	0.00	0.0%	1,913.63	100.0%	1,913.63
Commercial Property Tax Rplmnt	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.00
Road Use/Street Construction	1,813.63	41.5%	99.56	41.5%	1,813.63	100.0%	0.00	0.0%	1,813.63	100.0%	0.00	0.0%	1,813.63	100.0%	1,813.63
Total State Shared Revenues	8,536.75	195.1%	99.56	195.1%	8,536.75	100.0%	0.00	0.0%	8,536.75	100.0%	0.00	0.0%	8,536.75	100.0%	8,536.75
TOTAL INTERGOVERNMENTAL/SHARED REVENUE	14,547.20	32.3%	99.56	32.3%	14,547.20	100.0%	0.00	0.0%	14,547.20	100.0%	0.00	0.0%	14,547.20	100.0%	14,547.20
LICENSES & PERMITS															
Building/Signage/Permits	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.00
Building/Signage/Permits	117,410.30	1,174.1%	0.00	0.0%	117,410.30	100.0%	0.00	0.0%	117,410.30	100.0%	0.00	0.0%	117,410.30	100.0%	117,410.30
Misc. Licenses/Permits	1,410.00	141.0%	0.00	0.0%	1,410.00	100.0%	0.00	0.0%	1,410.00	100.0%	0.00	0.0%	1,410.00	100.0%	1,410.00
Parking Permits	27,930.00	150.2%	0.00	0.0%	27,930.00	100.0%	0.00	0.0%	27,930.00	100.0%	0.00	0.0%	27,930.00	100.0%	27,930.00
Rental Permits	29,340.00	177.8%	0.00	0.0%	29,340.00	100.0%	0.00	0.0%	29,340.00	100.0%	0.00	0.0%	29,340.00	100.0%	29,340.00
Total Misc. Licenses/Permits	146,750.30	545.7%	0.00	0.0%	146,750.30	100.0%	0.00	0.0%	146,750.30	100.0%	0.00	0.0%	146,750.30	100.0%	146,750.30
TOTAL LICENSES & PERMITS	168,860.60	70.5%	0.00	0.0%	168,860.60	100.0%	0.00	0.0%	168,860.60	100.0%	0.00	0.0%	168,860.60	100.0%	168,860.60
MISCELLANEOUS REVENUES															
Cable TV Franchise	9,872.80	14,000.0%	0.00	0.0%	9,872.80	100.0%	0.00	0.0%	9,872.80	100.0%	0.00	0.0%	9,872.80	100.0%	9,872.80
Contributions	2,375.00	560.0%	0.00	0.0%	2,375.00	100.0%	0.00	0.0%	2,375.00	100.0%	0.00	0.0%	2,375.00	100.0%	2,375.00
Fines	5,095.00	7,650.0%	0.00	0.0%	5,095.00	100.0%	0.00	0.0%	5,095.00	100.0%	0.00	0.0%	5,095.00	100.0%	5,095.00
Parking Fines	59,328.73	80,000.0%	0.00	0.0%	59,328.73	100.0%	0.00	0.0%	59,328.73	100.0%	0.00	0.0%	59,328.73	100.0%	59,328.73
Traffic Fines-Off of Ct	62,363.73	97,000.0%	0.00	0.0%	62,363.73	100.0%	0.00	0.0%	62,363.73	100.0%	0.00	0.0%	62,363.73	100.0%	62,363.73
Total Fines	121,717.46	157,000.0%	0.00	0.0%	121,717.46	100.0%	0.00	0.0%	121,717.46	100.0%	0.00	0.0%	121,717.46	100.0%	121,717.46
Misc. Income	988.30	98.8%	0.00	0.0%	988.30	100.0%	0.00	0.0%	988.30	100.0%	0.00	0.0%	988.30	100.0%	988.30
Other	988.30	98.8%	0.00	0.0%	988.30	100.0%	0.00	0.0%	988.30	100.0%	0.00	0.0%	988.30	100.0%	988.30
Total Misc. Income	1,976.60	197.6%	0.00	0.0%	1,976.60	100.0%	0.00	0.0%	1,976.60	100.0%	0.00	0.0%	1,976.60	100.0%	1,976.60
Refunds and Reimbursements	1,212.63	1,212.6%	0.00	0.0%	1,212.63	100.0%	0.00	0.0%	1,212.63	100.0%	0.00	0.0%	1,212.63	100.0%	1,212.63
Total MISCELLANEOUS REVENUES	76,812.66	113,250.0%	0.00	0.0%	76,812.66	100.0%	0.00	0.0%	76,812.66	100.0%	0.00	0.0%	76,812.66	100.0%	76,812.66
OTHER CITY TAXES															
Utility Excise Tax	5,641.14	309.6%	0.00	0.0%	5,641.14	100.0%	0.00	0.0%	5,641.14	100.0%	0.00	0.0%	5,641.14	100.0%	5,641.14
Total OTHER CITY TAXES	5,641.14	309.6%	0.00	0.0%	5,641.14	100.0%	0.00	0.0%	5,641.14	100.0%	0.00	0.0%	5,641.14	100.0%	5,641.14
USE OF MONEY & PROPERTY															
Interest on Cash Investments	3,724.95	5,000.0%	0.00	0.0%	3,724.95	100.0%	0.00	0.0%	3,724.95	100.0%	0.00	0.0%	3,724.95	100.0%	3,724.95
Total USE OF MONEY & PROPERTY	3,724.95	5,000.0%	0.00	0.0%	3,724.95	100.0%	0.00	0.0%	3,724.95	100.0%	0.00	0.0%	3,724.95	100.0%	3,724.95
Total Income	794,400.01	736,417.0%	32,400.00	95.3%	794,400.01	100.0%	32,400.00	95.3%	794,400.01	100.0%	32,400.00	95.3%	794,400.01	100.0%	794,400.01
Gross Profit	794,400.01	736,417.0%	32,400.00	95.3%	794,400.01	100.0%	32,400.00	95.3%	794,400.01	100.0%	32,400.00	95.3%	794,400.01	100.0%	794,400.01
Expense															
Capital Projects															
Wide Sidewalk Project	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.00
Property Assessments/Acquisitions	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.00
Total Wide Sidewalk Project	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.00
Total CAPITAL PROJECTS	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.00
COMMUNITY & ECONOMIC DEV.															
Tree Trimming/Lawn Care	1,140.00	5,000.0%	0.00	0.0%	1,140.00	100.0%	0.00	0.0%	1,140.00	100.0%	0.00	0.0%	1,140.00	100.0%	1,140.00
Community Support Projects	88.00	500.0%	0.00	0.0%	88.00	100.0%	0.00	0.0%	88.00	100.0%	0.00	0.0%	88.00	100.0%	88.00
Parks	29,822.24	44,877.0%	0.00	0.0%	29,822.24	100.0%	0.00	0.0%	29,822.24	100.0%	0.00	0.0%	29,822.24	100.0%	29,822.24
Park Expenses	1,312.47	800.0%	0.00	0.0%	1,312.47	100.0%	0.00	0.0%	1,312.47	100.0%	0.00	0.0%	1,312.47	100.0%	1,312.47
Park Update Contribution	5,000.00	100.0%	0.00	0.0%	5,000.00	100.0%	0.00	0.0%	5,000.00	100.0%	0.00	0.0%	5,000.00	100.0%	5,000.00
Total Parks	6,312.47	108.6%	0.00	0.0%	6,312.47	100.0%	0.00	0.0%	6,312.47	100.0%	0.00	0.0%	6,312.47	100.0%	6,312.47
Total CULTURE & RECREATION	36,222.71	50,977.0%	0.00	0.0%	36,222.71	100.0%	0.00	0.0%	36,222.71	100.0%	0.00	0.0%	36,222.71	100.0%	36,222.71
DEBT SERVICE															
Principal	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.00
Interest	1,249.29	2,400.0%	0.00	0.0%	1,249.29	100.0%	0.00	0.0%	1,249.29	100.0%	0.00	0.0%	1,249.29	100.0%	1,249.29
Total DEBT SERVICE	1,249.29	3.9%	0.00	0.0%	1,249.29	100.0%	0.00	0.0%	1,249.29	100.0%	0.00	0.0%	1,249.29	100.0%	1,249.29
GENERAL GOVERNMENT															
General Buildings	309.00	200.0%	0.00	0.0%	309.00	100.0%	0.00	0.0%	309.00	100.0%	0.00	0.0%	309.00	100.0%	309.00
Supplies	309.00	200.0%	0.00	0.0%	309.00	100.0%	0.00	0.0%	309.00	100.0%	0.00	0.0%	309.00	100.0%	309.00
Total Commodities	618.00	400.0%	0.00	0.0%	618.00	100.0%	0.00	0.0%	618.00	100.0%	0.00	0.0%	618.00	100.0%	618.00
Contractual	13,742.30	16,481.0%	0.00	0.0%	13,742.30	100.0%	0.00	0.0%	13,742.30	100.0%	0.00	0.0%	13,74		

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

1:15 AM
 08/09/16
 Cash Basis

	GENERAL		DEBT SERVICE		POLICE FORFEITURE		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget
Employee Benefits & Costs	0.00		0.00		0.00		0.00		0.00		0.00	
FICA	0.00		0.00		0.00		0.00		0.00		0.00	
IPERS	0.00		0.00		0.00		0.00		0.00		0.00	
Medicare	0.00		0.00		0.00		0.00		0.00		0.00	
Total Employee Benefits & Costs	0.00		0.00		0.00		0.00		0.00		0.00	
Repair/Maint/Utilities	30.00	3.0%	0.00		0.00		0.00		0.00		0.00	
Maintenance	1,521.21	78.1%	0.00		0.00		0.00		0.00		0.00	
Telecommunications	913.60	57.1%	0.00		0.00		0.00		0.00		0.00	
Utilities	2,464.81	53.6%	0.00		0.00		0.00		0.00		0.00	
Total Repair/Maint/Utilities	480.00	96.0%	0.00		0.00		0.00		0.00		0.00	
Salaries-Regular Part Time	480.00	96.0%	0.00		0.00		0.00		0.00		0.00	
Facilities Assistant	480.00	96.0%	0.00		0.00		0.00		0.00		0.00	
Total Salaries-Regular Part Time	480.00	96.0%	0.00		0.00		0.00		0.00		0.00	
Total City Hall & General Buildings	16,996.11	78.0%	0.00		0.00		0.00		0.00		0.00	
Clerk/Treasurer & Finance Admin	560.13	56.0%	0.00		0.00		0.00		0.00		0.00	
Hardware/Software	151.25	21.6%	0.00		0.00		0.00		0.00		0.00	
Minor Equipment/Supplies/Techno	764.78	76.5%	0.00		0.00		0.00		0.00		0.00	
Office Supplies and Postage	850.00	340.0%	0.00		0.00		0.00		0.00		0.00	
Taping meetings	2,328.14	78.9%	0.00		0.00		0.00		0.00		0.00	
Total Commodities	2,800.00	59.1%	0.00		0.00		0.00		0.00		0.00	
Contractual Services	3,547.52	118.3%	0.00		0.00		0.00		0.00		0.00	
Accounting Fees	450.00	360.0%	0.00		0.00		0.00		0.00		0.00	
Legal Publications	0.00		0.00		0.00		0.00		0.00		0.00	
Legal Publications	0.00		0.00		0.00		0.00		0.00		0.00	
Meeting Set Up Fees	0.00		0.00		0.00		0.00		0.00		0.00	
Payments to Other Agencies	0.00		0.00		0.00		0.00		0.00		0.00	
Notary Fees	0.00		0.00		0.00		0.00		0.00		0.00	
Total Payments to Other Agencies	0.00		0.00		0.00		0.00		0.00		0.00	
Printing/Copying	442.19	88.4%	0.00		0.00		0.00		0.00		0.00	
Technology	1,097.00	146.3%	0.00		0.00		0.00		0.00		0.00	
Total Contractual Services	8,885.00	92.8%	0.00		0.00		0.00		0.00		0.00	
Employee Benefits & Costs	0.00		0.00		0.00		0.00		0.00		0.00	
FICA	0.00		0.00		0.00		0.00		0.00		0.00	
IPERS	0.00		0.00		0.00		0.00		0.00		0.00	
Medicare	0.00		0.00		0.00		0.00		0.00		0.00	
Unemployment Compensation	0.00		0.00		0.00		0.00		0.00		0.00	
Total Employee Benefits & Costs	0.00		0.00		0.00		0.00		0.00		0.00	
Salaries-Regular Part Time	8,885.00	85.6%	0.00		0.00		0.00		0.00		0.00	
Clerk/Treasurer & Finance Admin	8,885.00	85.6%	0.00		0.00		0.00		0.00		0.00	
Total Salaries-Regular Part Time	8,885.00	85.6%	0.00		0.00		0.00		0.00		0.00	
Staff Development	0.00		0.00		0.00		0.00		0.00		0.00	
Dues and Memberships	500.00	0.0%	0.00		0.00		0.00		0.00		0.00	
Chamber of Commerce	528.60	105.7%	0.00		0.00		0.00		0.00		0.00	
IA League of Cities	726.00	114.3%	0.00		0.00		0.00		0.00		0.00	
JOCG Assessment	1,664.63	100.0%	0.00		0.00		0.00		0.00		0.00	
Total Dues & Memberships	2,919.43	88.5%	0.00		0.00		0.00		0.00		0.00	
Prof. Development	64.00		0.00		0.00		0.00		0.00		0.00	
Total Staff Development	2,983.43	90.4%	0.00		0.00		0.00		0.00		0.00	
Total Clerk/Treasurer & Finance Admin	21,938.55	86.0%	0.00		0.00		0.00		0.00		0.00	
Election Expenses	1,759.83	109.8%	0.00		0.00		0.00		0.00		0.00	
Legal Services	145,820.83	281.6%	0.00		0.00		0.00		0.00		0.00	
Total Clerk/Treasurer & Finance Admin	147,588.38	281.6%	0.00		0.00		0.00		0.00		0.00	
Employee Benefits & Costs	0.00		0.00		0.00		0.00		0.00		0.00	
FICA	0.00		0.00		0.00		0.00		0.00		0.00	
IPERS	0.00		0.00		0.00		0.00		0.00		0.00	
Medicare	0.00		0.00		0.00		0.00		0.00		0.00	
Unemployment Compensation	0.00		0.00		0.00		0.00		0.00		0.00	
Total Employee Benefits & Costs	0.00		0.00		0.00		0.00		0.00		0.00	
Salaries-Regular Part Time	2,800.00	65.0%	0.00		0.00		0.00		0.00		0.00	
Mayor	983.50	50.0%	0.00		0.00		0.00		0.00		0.00	
Total Salaries-Regular Part Time	3,983.50	60.1%	0.00		0.00		0.00		0.00		0.00	
Total Mayor/Council Operations	3,853.50	60.1%	0.00		0.00		0.00		0.00		0.00	
TIF Analysis	14,000.00	0.00	0.00		0.00		0.00		0.00		0.00	
Total Liability Insurance	10,404.51	161.3%	0.00		0.00		0.00		0.00		0.00	
Total GENERAL GOVERNMENT	214,500.33	193.7%	0.00		0.00		0.00		0.00		0.00	
Building Inspections	21,031.70	138.4%	0.00		0.00		0.00		0.00		0.00	
Building / Rental Inspection	21,031.70	138.4%	0.00		0.00		0.00		0.00		0.00	
Crossing Guard	0.00		0.00		0.00		0.00		0.00		0.00	
Employee Benefits & Costs	0.00		0.00		0.00		0.00		0.00		0.00	
FICA	0.00		0.00		0.00		0.00		0.00		0.00	
IPERS	0.00		0.00		0.00		0.00		0.00		0.00	
Medicare	0.00		0.00		0.00		0.00		0.00		0.00	
Unemployment Compensation	0.00		0.00		0.00		0.00		0.00		0.00	
Total Employee Benefits & Costs	0.00		0.00		0.00		0.00		0.00		0.00	
Salaries	3,750.00	83.3%	0.00		0.00		0.00		0.00		0.00	
Crossing Guard	4,500.00	63.3%	0.00		0.00		0.00		0.00		0.00	
Total Salaries	275.50	137.6%	0.00		0.00		0.00		0.00		0.00	
Supplies	0.00		0.00		0.00		0.00		0.00		0.00	
Crossing Guard - Other	4,025.50	65.6%	0.00		0.00		0.00		0.00		0.00	
Total Crossing Guard	4,025.50	65.6%	0.00		0.00		0.00		0.00		0.00	

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

	GENERAL		DEBT SERVICE		POLICE FORFEITURE		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Apr '16	% of Budget	Jul '16 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '16 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '16 - Apr '16	% of Budget
Fire												
Contracts w/Other Agencies	31,017.00	97.5%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	31,017.00	97.5%
Coalville Fire Dept	3,432.00	97.5%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	3,432.00	97.5%
Hydrant Flush-City of Iowa City	34,449.00	97.5%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	34,449.00	97.5%
Total Contracts w/Other Agencies	34,449.00	97.5%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	34,449.00	97.5%
Total Fire	34,449.00	97.5%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	34,449.00	97.5%
Hazmat-Johnson County	525.50	99.9%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	525.50	99.9%
Police	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Commodities												
Car Purchase	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Major Equipment	2,339.27	46.8%	0.00	0.0%	0.00	0.0%	0.00	0.0%	2,339.27	46.8%	2,339.27	46.8%
Car Equipment	2,339.27	46.8%	0.00	0.0%	0.00	0.0%	0.00	0.0%	2,339.27	46.8%	2,339.27	46.8%
Total Major Equipment	2,339.27	46.8%	0.00	0.0%	0.00	0.0%	0.00	0.0%	2,339.27	46.8%	2,339.27	46.8%
Minor Equipment												
Operating Police Equipment	3,207.00	213.8%	0.00	0.0%	0.00	0.0%	0.00	0.0%	3,207.00	213.8%	3,207.00	213.8%
Regular Officer Uniform	0.00	0.0%	3,500.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	3,500.00	0.0%
Total Minor Equipment	3,207.00	84.1%	0.00	0.0%	3,500.00	0.0%	0.00	0.0%	3,207.00	64.1%	3,500.00	0.0%
Supplies												
Ammunition	2,550.00	72.9%	0.00	0.0%	0.00	0.0%	0.00	0.0%	2,550.00	72.9%	2,550.00	72.9%
Business Meetings/Meals	182.85	61.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	182.85	61.0%	182.85	61.0%
Printing	3,000.00	93.8%	0.00	0.0%	0.00	0.0%	0.00	0.0%	3,000.00	93.8%	3,000.00	93.8%
Operating Supplies	1,012.52	33.8%	0.00	0.0%	0.00	0.0%	0.00	0.0%	1,012.52	33.8%	1,012.52	33.8%
Other Supplies	1,548.28	77.4%	0.00	0.0%	0.00	0.0%	0.00	0.0%	1,548.28	77.4%	1,548.28	77.4%
Postage/Shipping	334.01	55.7%	0.00	0.0%	0.00	0.0%	0.00	0.0%	334.01	55.7%	334.01	55.7%
Professional Memberships	743.00	185.6%	0.00	0.0%	0.00	0.0%	0.00	0.0%	743.00	185.6%	743.00	185.6%
Total Supplies	6,288.97	64.6%	0.00	0.0%	0.00	0.0%	0.00	0.0%	6,288.97	64.6%	12,600.00	64.6%
Total Commodities	13,815.24	35.6%	0.00	0.0%	0.00	0.0%	0.00	0.0%	13,815.24	35.6%	38,800.00	35.6%
Contractual Services												
Garage Rental	2,400.00	100.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	2,400.00	100.0%	2,400.00	100.0%
Payments to Other Agencies	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
County Jail/Service/Filing Fees	0.00	0.0%	150.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	150.00	0.0%
Evidence Testing	165.00	21.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	165.00	21.0%	165.00	21.0%
Technology Services	165.00	11.1%	0.00	0.0%	0.00	0.0%	0.00	0.0%	165.00	11.1%	165.00	11.1%
Total Payments to Other Agencies	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Police Insurance-Civil Liability	0.00	0.0%	7,802.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	7,802.00	0.0%
Police Health Insurance	0.00	0.0%	1,800.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	1,800.00	0.0%
Police Workers Compensation	0.00	0.0%	710.88	142.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	710.88	142.2%
Special Events Staff	175.00	0.0%	500.00	0.0%	0.00	0.0%	0.00	0.0%	175.00	0.0%	500.00	0.0%
Total Contractual Services	3,946.94	31.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	3,946.94	31.2%	12,652.00	31.2%
Police Benefits & Costs												
Police FICA	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Police Health Insurance	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Police IPERS	0.00	0.0%	790.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	790.00	0.0%
Police Pension	0.00	0.0%	234,773.00	85.7%	0.00	0.0%	0.00	0.0%	0.00	0.0%	234,773.00	85.7%
Police SUTA	0.00	0.0%	24.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	24.00	0.0%
Police Workers Compensation	0.00	0.0%	2,954.00	16.4%	0.00	0.0%	0.00	0.0%	0.00	0.0%	2,954.00	16.4%
Total Police Benefits & Costs	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	61,674.11	77.0%
Police Gross Wages												
Holiday & Other Pay	30,844.86	110.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	30,844.86	110.2%	28,000.00	110.2%
Miscellaneous Payroll Item	790.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	790.00	0.0%	0.00	0.0%
Police Gross Wages	204,691.47	85.7%	0.00	0.0%	0.00	0.0%	0.00	0.0%	204,691.47	85.7%	234,773.00	85.7%
Salaries-Reserves	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total Police Gross Wages	236,326.33	86.6%	0.00	0.0%	0.00	0.0%	0.00	0.0%	236,326.33	86.6%	296,797.00	86.6%
Repair/Maint/Utilities												
Telephone/Communications Expense	719.30	71.9%	0.00	0.0%	0.00	0.0%	0.00	0.0%	719.30	71.9%	1,000.00	71.9%
Verizon/Paper Fees/Mediacom	2,540.25	69.9%	0.00	0.0%	0.00	0.0%	0.00	0.0%	2,540.25	69.9%	3,636.00	69.9%
Total Telecommunications Expense	3,259.55	70.3%	0.00	0.0%	0.00	0.0%	0.00	0.00	3,259.55	70.3%	4,636.00	70.3%
Vehicle Operations												
Other	6,364.46	39.8%	0.00	0.0%	0.00	0.0%	0.00	0.0%	6,364.46	39.8%	16,000.00	39.8%
Washes	551.00	78.7%	0.00	0.0%	0.00	0.0%	0.00	0.0%	551.00	78.7%	500.00	0.0%
Total Vehicle Operations	6,915.46	40.2%	0.00	0.0%	0.00	0.0%	0.00	0.00	6,915.46	40.2%	17,200.00	40.2%
Vehicle Repair												
Bicycle Maint/Repair	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	200.00	0.0%
Car Maint/Repair	4,874.49	48.7%	0.00	0.0%	0.00	0.0%	0.00	0.0%	4,874.49	48.7%	10,000.00	48.7%
Total Vehicle Repair	4,874.49	47.8%	0.00	0.0%	0.00	0.0%	0.00	0.00	4,874.49	47.8%	10,200.00	47.8%
Total Repair/Maint/Utilities	15,049.50	47.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	15,049.50	47.0%	32,036.00	47.0%
Staff Development												
Academy Training	1,576.72	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	1,576.72	0.0%	0.00	0.0%
Regular Officer Training	4,500.00	60.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	4,500.00	60.0%	7,500.00	60.0%
Officer Training	1,510.00	23.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	1,510.00	23.2%	6,500.00	23.2%
Training Supplies	2,144.22	107.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	2,144.22	107.2%	2,000.00	107.2%
Total Regular Officer Training	8,154.22	91.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	8,154.22	91.0%	16,000.00	91.0%
Total Staff Development	9,730.94	60.8%	0.00	0.0%	0.00	0.0%	0.00	0.00	9,730.94	60.8%	16,000.00	60.8%
Total Police	278,869.95	76.1%	0.00	0.0%	0.00	0.0%	0.00	0.00	278,869.95	76.1%	340,543.06	76.3%
Total PUBLIC SAFETY	338,900.65	80.3%	0.00	0.0%	0.00	0.0%	0.00	0.00	338,900.65	80.3%	502,988.00	79.6%
Other Public Works												
Contracts-Other Agencies	4,335.79	361.3%	0.00	0.0%	0.00	0.0%	0.00	0.0%	4,335.79	361.3%	1,200.00	361.3%
IC Animal Center	30,080.85	83.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	30,080.85	83.2%	36,161.00	83.2%
IC Bus Service	7,036.60	83.3%	0.00	0.0%	0.00	0.0%	0.00	0.0%	7,036.60	83.3%	8,444.00	83.3%
SEA'S Service	41,483.34	90.5%	0.00	0.0%	0.00	0.0%	0.00	0.0%	41,483.34	90.5%	45,805.00	90.5%
Total Contracts-Other Agencies	41,483.34	90.5%	0.00	0.0%	0.00	0.0%	0.00	0.00	41,483.34	90.5%	45,805.00	90.5%

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

	GENERAL		DEBT SERVICE		POLICE FORFEITURE		ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget	Jul '15 - Apr '16	% of Budget
Roads, Bridges, & Sidewalks												
Construction												
Engineering Fees	89,583.66	179.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	89,583.66	179.2%
Repairs/Improvements	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Anerial panel replacements	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Asphalt joint projects	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Asphalt patching	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Metrose East - panel replacemnt	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Sidewalk Repairs	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Street Repairs	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Street Sweeping	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Traffic sign assessments/mgmt	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Traffic sign assessments/mgmt	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total Repairs/Improvements	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Striping/Curb Renumbering	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total Contractual Services	89,583.66	179.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	89,583.66	179.2%
Total Contractual	50,000.00	100.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	50,000.00	100.0%
Snow Removal-Contractual	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Storm water permit	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Street Sweeping-Contractual	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Street Sweeping-Contractual	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Street Sweeping-Contractual	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Traffic Controls and Safety	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Street Signs-Commodities	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Traffic Light Electricity	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total Traffic Controls and Safety	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total Roads, Bridges, & Sidewalks	89,583.66	179.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	89,583.66	179.2%
Sanitation												
Contractual												
Grandview Recycling	153.00	12.6%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	153.00	12.6%
Leaf Vacuuming	15,686.64	116.2%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	15,686.64	116.2%
Trash/Recycling	19,176.75	91.9%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	19,176.75	91.9%
Total Contractual	35,016.39	98.5%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	35,016.39	98.5%
Total Sanitation	35,016.39	98.5%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	35,016.39	98.5%
Total PUBLIC WORKS	186,656.39	123.6%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	186,656.39	123.6%
Total Expense	756,815.09	104.7%	1,249.29	3.2%	0.00	0.0%	55,036.60	46.6%	64,226.08	77.0%	221,893.99	261.867%
Net Ordinary Income	37,590.93	283.0%	29,620.67	100.0%	6.13	6.13	54,879.77	439.0%	14,635.33	100.0%	137,022.83	17,588.6%
Net Income	37,590.93	283.0%	29,620.67	100.0%	6.13	6.13	54,879.77	439.0%	14,635.33	100.0%	137,022.83	17,588.6%

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

	Jul '15 - Apr...	Budget	% of Budget
Ordinary Income/Expense			
Income			
CHARGES FOR SERVICES			
Police Reports	266.00	1,000.00	26.6%
Total CHARGES FOR SERVICES	266.00	1,000.00	26.6%
GENERAL PROPERTY TAXES			
Benefits Levies	77,878.72	83,371.00	93.4%
Commercial Prop Tax Rplmnt adj	0.00	-4,339.00	0.0%
Debt Service Levy	30,460.75	32,400.00	94.0%
Insurance Levy	9,970.00	14,252.00	70.0%
Library Services Levy	16,085.73	17,143.00	93.8%
Regular Property Tax	484,785.37	514,277.00	94.3%
Transit Levy	41,855.11	44,605.00	93.8%
Total GENERAL PROPERTY TAXES	661,035.68	701,709.00	94.2%
INTERGOVERNMENTAL/SHARED REVENUE			
Other State Grants/Reimburse.			
Seatbelt Incent/Traffic Safety	6,694.92		
Total Other State Grants/Reimburse.	6,694.92		
State Shared Revenues			
Commercial Property Tax Rplcmnt	2,169.58	4,339.00	50.0%
Road Use/Street Construction	109,918.37	105,000.00	104.7%
Total State Shared Revenues	112,087.95	109,339.00	102.5%
Total INTERGOVERNMENTAL/SHARED REVEN...	118,782.87	109,339.00	108.6%
LICENSES & PERMITS			
Beer/Wine/Liquor/Cig Permits	0.00	390.00	0.0%
Building/Equipment Permits	117,410.30	10,000.00	1,174.1%
Misc. Licenses/Permits			
Parking Permits	1,410.00	1,000.00	141.0%
Rental Permits	27,930.00	15,500.00	180.2%
Total Misc. Licenses/Permits	29,340.00	16,500.00	177.8%
Total LICENSES & PERMITS	146,750.30	26,890.00	545.7%
MISCELLANEOUS REVENUES			
Cable TV Franchise	9,872.80	14,000.00	70.5%
Contributions	2,375.00	250.00	950.0%
Fines			
Parking Fines	3,035.00	7,000.00	43.4%
Traffic Fines-Clk of Ct	59,328.73	90,000.00	65.9%
Total Fines	62,363.73	97,000.00	64.3%
Misc. Income			
Other	988.30	1,000.00	98.8%
Total Misc. Income	988.30	1,000.00	98.8%
Refunds and Reimbursements	1,212.83	1,000.00	121.3%
Total MISCELLANEOUS REVENUES	76,812.66	113,250.00	67.8%
OTHER CITY TAXES			
Utility Excise Tax	6,747.55		
Total OTHER CITY TAXES	6,747.55		
USE OF MONEY & PROPERTY			
Interest on Cash Investments	3,963.82	5,000.00	79.3%
Total USE OF MONEY & PROPERTY	3,963.82	5,000.00	79.3%
Total Income	1,014,358.88	957,188.00	106.0%
Gross Profit	1,014,358.88	957,188.00	106.0%

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

Expense	Jul '15 - Apr...	Budget	% of Budget
CAPITAL PROJECTS			
Wide Sidewalk Project			
Property easements/acquisitions	0.00		
Total Wide Sidewalk Project	0.00		
Total CAPITAL PROJECTS	0.00		
COMMUNITY & ECONOMIC DEV.			
Tree Trimming/Lawn Care	1,140.00	5,000.00	22.8%
Total COMMUNITY & ECONOMIC DEV.	1,140.00	5,000.00	22.8%
CULTURE & RECREATION			
Community Support Projects	88.00	500.00	17.6%
Library	29,822.24	44,677.00	66.8%
Parks			
Park Expenses	1,312.47	800.00	164.1%
Park Update Contribution	5,000.00	5,000.00	100.0%
Total Parks	6,312.47	5,800.00	108.8%
Total CULTURE & RECREATION	36,222.71	50,977.00	71.1%
DEBT SERVICE			
Interest	1,249.29	2,400.00	52.1%
Principal	0.00	30,000.00	0.0%
Total DEBT SERVICE	1,249.29	32,400.00	3.9%
GENERAL GOVERNMENT			
City Hall & General Buildings			
Commodities			
Supplies	309.00	200.00	154.5%
Total Commodities	309.00	200.00	154.5%
Contractual			
Rents & Leases	13,742.30	16,491.00	83.3%
Total Contractual	13,742.30	16,491.00	83.3%
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	0.00	83.00	0.0%
Repair/Maint/Utilities			
Maintenance	30.00	1,000.00	3.0%
Telecommunications	1,521.21	2,000.00	76.1%
Utilities	913.60	1,600.00	57.1%
Total Repair/Maint/Utilities	2,464.81	4,600.00	53.6%
Salaries-Regular Part Time			
Facilities Assistant	480.00	500.00	96.0%
Total Salaries-Regular Part Time	480.00	500.00	96.0%
Total City Hall & General Buildings	16,996.11	21,874.00	77.7%
Clerk/Treasurer & Finance Admin			
Commodities			
Hardware/Software	560.13	1,000.00	56.0%
Minor Equipment/Supplies/Techno	151.25	700.00	21.6%
Office Supplies and Postage	764.76	1,000.00	76.5%
Taping meetings	850.00	250.00	340.0%
Total Commodities	2,326.14	2,950.00	78.9%
Contractual Services			
Accounting Fees	2,600.00	4,400.00	59.1%
Bank/CCard Fees	105.84	50.00	211.7%
Legal Publications	3,547.52	3,000.00	118.3%
Meeting Set Up Fees	450.00	125.00	360.0%

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

	Jul '15 - Apr...	Budget	% of Budget
Payments to Other Agencies			
Notary Fees	0.00	60.00	0.0%
Total Payments to Other Agencies	0.00	60.00	0.0%
Printing/Copying	442.19	500.00	88.4%
Technology Services	1,097.00	750.00	146.3%
Total Contractual Services	8,242.55	8,885.00	92.8%
Employee Benefits & Costs			
FICA	549.71	608.00	90.4%
IPERS	875.39	875.00	100.0%
Medicare	128.57	142.00	90.5%
Unemployment Compensation	83.41	120.00	69.5%
Total Employee Benefits & Costs	1,637.08	1,745.00	93.8%
Salaries-Regular Part Time			
Clerk, Treasuer, Historian	8,386.43	9,800.00	85.6%
Total Salaries-Regular Part Time	8,386.43	9,800.00	85.6%
Staff Development			
Dues & Memberships			
Chamber of Commerce	0.00	500.00	0.0%
Dues and Memberships	528.60	500.00	105.7%
IA League of Cities	726.00	635.00	114.3%
JCOG Assessment	1,664.83	1,665.00	100.0%
Total Dues & Memberships	2,919.43	3,300.00	88.5%
Prof. Development	64.00		
Total Staff Development	2,983.43	3,300.00	90.4%
Total Clerk/Treasurer & Finance Admin	23,575.63	26,680.00	88.4%
Election Expenses	1,756.83	1,600.00	109.8%
Legal Services	145,820.83	50,000.00	291.6%
Mayor/Council Operations			
Employee Benefits & Costs			
FICA	231.17	370.00	62.5%
IPERS-Council	53.58	89.00	60.2%
Medicare	51.96	87.00	59.7%
Unemployment Compensation	37.02	80.00	46.3%
Total Employee Benefits & Costs	373.73	626.00	59.7%
Salaries-Regular Part Time			
Council	2,600.00	4,000.00	65.0%
Mayor	983.50	1,967.00	50.0%
Total Salaries-Regular Part Time	3,583.50	5,967.00	60.1%
Total Mayor/Council Operations	3,957.23	6,593.00	60.0%
TIF Analysis	14,000.00		
Tort Liability Insurance	10,404.51	6,450.00	161.3%
Total GENERAL GOVERNMENT	216,511.14	113,197.00	191.3%
PUBLIC SAFETY			
Building Inspections			
Building / Rental Inspection	21,031.70	15,200.00	138.4%
Total Building Inspections	21,031.70	15,200.00	138.4%
Crossing Guard			
Employee Benefits & Costs			
FICA	198.40	279.00	71.1%
IPERS	271.27	402.00	67.5%
Medicare	46.40	65.00	71.4%
Unemployment Compensation	28.09	60.00	46.8%
Total Employee Benefits & Costs	544.16	806.00	67.5%

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

	<u>Jul '15 - Apr...</u>	<u>Budget</u>	<u>% of Budget</u>
Salaries			
Crossing Guard	3,750.00	4,500.00	83.3%
Total Salaries	<u>3,750.00</u>	<u>4,500.00</u>	<u>83.3%</u>
Supplies	275.50	200.00	137.8%
Crossing Guard - Other	0.00	0.00	0.0%
Total Crossing Guard	<u>4,569.66</u>	<u>5,506.00</u>	<u>83.0%</u>
Fire			
Contracts w/Other Agencies			
Coralville Fire Dep't	31,017.00	31,820.00	97.5%
Hydrant Flush-City of Iowa City	3,432.00	3,520.00	97.5%
Total Contracts w/Other Agencies	<u>34,449.00</u>	<u>35,340.00</u>	<u>97.5%</u>
Total Fire	<u>34,449.00</u>	<u>35,340.00</u>	<u>97.5%</u>
Hazmat-Johnson County	525.50	526.00	99.9%
Police			
Commodities			
Car Purchase	0.00	16,000.00	0.0%
Major Equipment			
Car Equipment	2,339.27	5,000.00	46.8%
Total Major Equipment	<u>2,339.27</u>	<u>5,000.00</u>	<u>46.8%</u>
Minor Equipment			
Operating Police Equipment	3,207.00	1,500.00	213.8%
Regular Officer Uniform	0.00	3,500.00	0.0%
Total Minor Equipment	<u>3,207.00</u>	<u>5,000.00</u>	<u>64.1%</u>
Supplies			
Ammunition	2,550.00	3,500.00	72.9%
Business Meetings/Meals	182.85	300.00	61.0%
Office Supplies	1,898.30	3,000.00	63.3%
Operating Supplies	1,012.52	3,000.00	33.8%
Other Supplies	1,548.29	2,000.00	77.4%
Postage/Shipping	334.01	600.00	55.7%
Professional Memberships	743.00	400.00	185.8%
Total Supplies	<u>8,268.97</u>	<u>12,800.00</u>	<u>64.6%</u>
Total Commodities	<u>13,815.24</u>	<u>38,800.00</u>	<u>35.6%</u>
Contractual Services			
Garage Rental	2,400.00	2,400.00	100.0%
Payments to Other Agencies			
County Jail/Service/Filing Fees	0.00	300.00	0.0%
Evidence testing	0.00	150.00	0.0%
Technology Services	105.00	500.00	21.0%
Total Payments to Other Agencies	<u>105.00</u>	<u>950.00</u>	<u>11.1%</u>
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	710.98	500.00	142.2%
Special Events Staff	175.00		
Total Contractual Services	<u>3,946.94</u>	<u>12,652.00</u>	<u>31.2%</u>
Police Benefits & Costs			
Police FICA	14,628.34	16,541.00	88.4%
Police Health Insurance	17,112.84	13,417.00	127.5%
Police IPERS	22,143.38	26,253.00	84.3%
Police Medicare	3,423.24	3,869.00	88.5%
Police SUTA	1,412.31	2,000.00	70.6%
Police Workers Compensation	2,954.00	18,031.00	16.4%
Total Police Benefits & Costs	<u>61,674.11</u>	<u>80,111.00</u>	<u>77.0%</u>

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

	Jul '15 - Apr...	Budget	% of Budget
Police Gross Wages			
Holiday & Other Pay	30,844.86	28,000.00	110.2%
Miscellaneous Payroll Item	790.00		
Police Gross Wages	204,691.47	238,773.00	85.7%
Salaries-Reserves	0.00	24.00	0.0%
Total Police Gross Wages	236,326.33	266,797.00	88.6%
Repair/Maint/Utilities			
Telecommunications Expense			
IT Support	719.30	1,000.00	71.9%
Verizon/Pager Fees/Mediacom	2,540.25	3,636.00	69.9%
Total Telecommunications Expense	3,259.55	4,636.00	70.3%
Vehicle Operations			
Fuel	6,364.46	16,000.00	39.8%
Other	0.00	500.00	0.0%
Washes	551.00	700.00	78.7%
Total Vehicle Operations	6,915.46	17,200.00	40.2%
Vehicle Repair			
Bicycle Maint/Repair	0.00	200.00	0.0%
Car Maint/Repair	4,874.49	10,000.00	48.7%
Total Vehicle Repair	4,874.49	10,200.00	47.8%
Total Repair/Maint/Utilities	15,049.50	32,036.00	47.0%
Staff Development			
Meetings & Conferences	1,576.72		
Regular Officer Training			
Academy Training	4,500.00	7,500.00	60.0%
Officer Training	1,510.00	6,500.00	23.2%
Training Supplies	2,144.22	2,000.00	107.2%
Total Regular Officer Training	8,154.22	16,000.00	51.0%
Total Staff Development	9,730.94	16,000.00	60.8%
Total Police	340,543.06	446,396.00	76.3%
Total PUBLIC SAFETY	401,118.92	502,968.00	79.8%
PUBLIC WORKS			
Other Public Works			
Contracts-Other Agencies			
IC Animal Center	4,335.79	1,200.00	361.3%
IC Bus Service	30,080.95	36,161.00	83.2%
SEATS Service	7,036.60	8,444.00	83.3%
Total Contracts-Other Agencies	41,453.34	45,805.00	90.5%
Total Other Public Works	41,453.34	45,805.00	90.5%
Roads, Bridges, & Sidewalks			
Contractual Services			
Engineering Fees	89,583.66	50,000.00	179.2%
Repairs/Improvements			
Arterial panel replacements	0.00	16,000.00	0.0%
Asphale patch projects	1,479.00	4,000.00	37.0%
Local panel replacements	0.00	13,500.00	0.0%
Melrose East - panel replacemnt	0.00	23,000.00	0.0%
Sidewalk Repairs	-523.40		
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	9,216.60	63,500.00	14.5%
Striping/Curb Renumbering	5,218.00	6,000.00	87.0%
Total Contractual Services	104,018.26	119,500.00	87.0%

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

	Jul '15 - Apr...	Budget	% of Budget
Snow Removal-Contractual	28,916.50	35,000.00	82.6%
Storm water permit	0.00	3,000.00	0.0%
Street Lighting Electricity	10,663.70	8,500.00	125.5%
Street Sweeping-Contractual	0.00	3,500.00	0.0%
Traffic Controls and Safety			
Street Signs-Commodities	397.92	250.00	159.2%
Traffic Light Electricity	625.88	750.00	83.5%
Total Traffic Controls and Safety	1,023.80	1,000.00	102.4%
Total Roads, Bridges, & Sidewalks	144,622.26	170,500.00	84.8%
Sanitation			
Contractual			
Grandview Recycling	153.00	1,200.00	12.8%
Leaf Vacuuming	15,686.64	13,500.00	116.2%
Trash/Recycling	19,178.75	20,862.00	91.9%
Total Contractual	35,018.39	35,562.00	98.5%
Total Sanitation	35,018.39	35,562.00	98.5%
Total PUBLIC WORKS	221,093.99	251,867.00	87.8%
Total Expense	877,336.05	956,409.00	91.7%
Net Ordinary Income	137,022.83	779.00	17,589.6%
Net Income	137,022.83	779.00	17,589.6%

City of University Heights, Iowa
Warrants for Council Approval
 April 13 through May 10, 2016

Date	Name	Memo	Amount
Apr 13 - May 10, 16			
04/15/2016	Jones, Christian R		-1,262.31
04/15/2016	Lyon, Kristofer S		-1,635.54
04/15/2016	Plate, Harold,		-209.79
04/15/2016	Schmitz, Jakub J		-1,259.93
04/15/2016	Sherman, Nicholas M		-1,500.12
04/15/2016	Simcox, Levio M		-1,276.37
04/15/2016	Stanley, Kenneth L		-1,575.50
04/15/2016	Internal Revenue Service	42-1109342	-3,283.20
04/25/2016	MidAmerican Energy	street lights	-601.19
04/26/2016	MidAmerican Energy	pedestrian lights at 113 Golfview	-32.26
04/26/2016	MidAmerican Energy	1301 Melrose stop light	-32.36
04/26/2016	MidAmerican Energy	1011 Melrose stop light	-28.07
04/26/2016	MidAmerican Energy	City Hall gas/electricity	-64.16
04/26/2016	MidwestOne Bank	intuit quickbooks payroll update payment	-560.13
04/29/2016	Anderson, Christine M.		-348.74
04/29/2016	Jones, Christian R		-907.92
04/29/2016	Kimura, Lori D.		-323.04
04/29/2016	Lyon, Kristofer S		-1,611.65
04/29/2016	Plate, Harold,		-171.61
04/29/2016	Schmitz, Jakub J		-1,149.21
04/29/2016	Sherman, Nicholas M		-1,467.06
04/29/2016	Simcox, Levio M		-1,149.22
04/29/2016	Stanley, Kenneth L		-1,575.50
04/29/2016	Wellmark BC/BS	monthly insurance payment	-2,602.05
04/30/2016	Internal Revenue Service	42-1109342	-3,136.46
04/30/2016	IOWA PUBLIC EMPLOYEES ...		-215.33
04/30/2016	IOWA PUBLIC EMPLOYEES ...		-3,847.56
05/01/2016	Paul J. Moore, Melrose Aven...	City Hall Rent/garages automatic deposit	-1,374.23
05/01/2016	Verizon Wireless	monthly wireless service	-120.03
05/10/2016	Internet Navigator	monthly fee for city website/email service	-24.95
05/10/2016	SEATS	Seats Payment	-703.66
05/10/2016	Stan Laverman	rental inspector salary	-500.00
05/10/2016	Allen Worden	IT services from 9/21/15-2/17/16	-1,157.50
05/10/2016	CenturyLink	telephone service for March April May & term fee	-621.93
05/10/2016	City of Iowa City	bus, animal services	-3,098.11
05/10/2016	Terry Goerd	April inspection services	-1,365.00
05/10/2016	Johnson County Refuse, Inc.	April recycling / spring clean up	-1,977.85
05/10/2016	Leff Law Firm, L.L.P.	legal services 4/9/16-5/6/16	-13,760.88
05/10/2016	Mediacom	online service 5/3/16-6/2/16	-109.95
05/10/2016	Pyramid Services Inc.	oil change/replace headlight/replace battery	-190.91
05/10/2016	Shive Hattery	engineering services 4/2/16-4/29/16	-16,453.16
05/10/2016	Siders Development	OUP inspections/reporting April 2016	-1,350.00
05/10/2016	Winkel, Parker & Foster, CPA...	prepare budget for 16-17, submit budget, prepa...	-1,770.00
05/10/2016	VISA	DVDs/flashlight batteries/postage/printing	-179.46
05/10/2016	VISA	Grasshopper/toner cartridges/conference expe...	-606.75
05/10/2016	Iowa City Tire and Service	repair loose tire/mount	-39.75
05/10/2016	Brad Wiley	April council meeting filming & editing	-250.00
05/10/2016	Tempus Nova Inc	google apps deployment services	-1,500.00
05/10/2016	Matt Wilber & Associates	training class for Lyon courtroom demeanor/tes...	-299.00
Apr 13 - May 10, 16			

RESOLUTION NO. 16-27

RESOLUTION PROHIBITING PARKING ON MARIETTA AVENUE EAST OF GEORGE STREET

WHEREAS, the improvements to Tower Court Park, southeast of the intersection of George Street and Marietta Avenue, has become a popular destination; and

WHEREAS, the increased use of Tower Court Park presents safety concerns because pedestrians, notably children, leave the park premises to return to vehicles, walking between parked vehicles that obstruct the view of drivers on Marietta Avenue; and

WHEREAS, Tower Court Park itself lies within the City of Iowa City but it is bounded on the north by Marietta Avenue, which lies within the City of University Heights; and

WHEREAS, the University Heights City Council has informed the City of Iowa City of its intentions to prohibit parking on Marietta Avenue east of George Street for safety reasons and has received support for that parking restriction,

NOW, THEREFORE, BE IT RESOLVED by the City of University Heights, Iowa that there shall be no parking on Marietta Avenue east of George Street and the City Engineer and other City Staff are directed to place "No Parking at Any Time" or similar signs on Marietta Avenue as soon as reasonably practical.

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

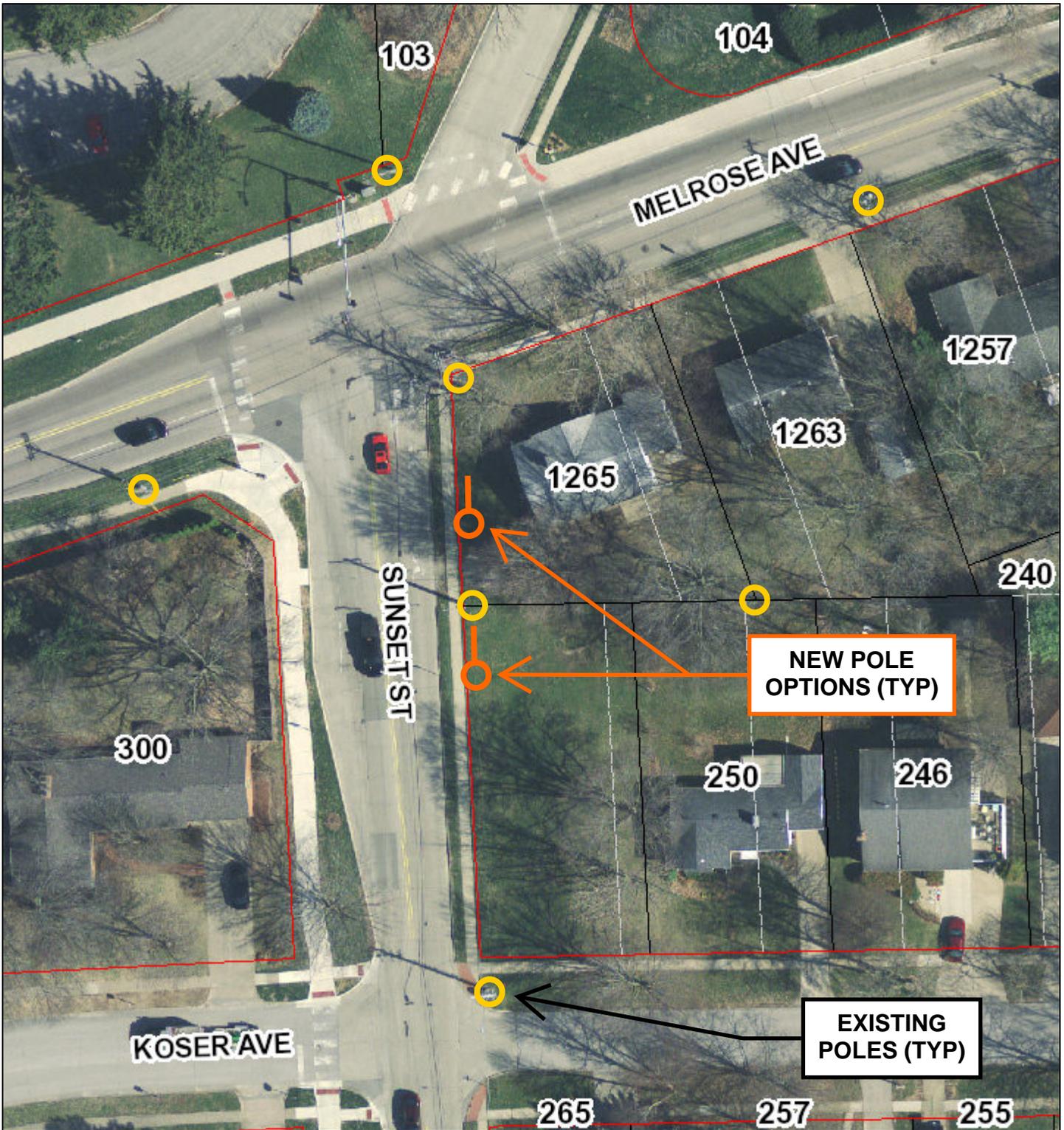
Upon Roll Call thus recorded, the Resolution is declared adopted this 10th day of May, 2016.

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

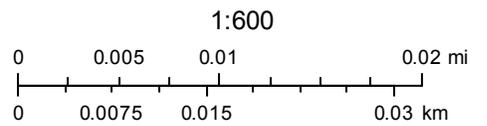
ATTEST:

Christine M. Anderson, City Clerk

Melrose and Sunset



April 25, 2016



MEMORANDUM

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

(1) One University Place – Public Improvements Project

- a. Construction work on the Public Improvements Project began on April 13th on the south side of Melrose Avenue to construct the roadway widening, install a new storm water intake, and make water main connections for the OUP development site. The work to remove pavement, install utilities and place new pavement on the south side was completed in time to open the roadway on the weekend of April 23 to accommodate traffic for the Iowa spring football game.
- b. Work on the north side of Melrose began the following week. Pavement removals, roadway widening, utility work, and new roadway paving have been taking place. Weather permitting, a similar “temporary” opening of the roadway is being planned for Friday, May 13 and Saturday, May 14 to accommodate UI graduation weekend.
- c. Compaction testing of the roadway subgrade and also the rock base below the new pavement is being completed along with each portion of the work. Testing also occurs to verify measure the concrete mix and determine the concrete strength. Each test result so far has met or exceeded the required compaction and strength standards and meets the allowable ranges for the concrete mix design.
- d. The contractor's current schedule shows the following work and traffic impacts:
 - i. Current lane closure on Melrose continuing through May 21.
 - ii. One week lane closure on Sunset (northbound lanes) to allow panel replacements in the middle of the intersection (May 23 – May 30)
 - iii. Full closure of Sunset Street north of Melrose to allow the roadway realignment work to be completed (June 9 – July 18).
- e. We are working with the City of Iowa City Traffic Department staff to assist in making modifications to the existing traffic signal timings and adjustments to the detection cameras at the Melrose and Sunset intersection. These adjustments and modifications are needed due to the impact of the lane closure on the flow (and location) of traffic within the intersection. The City of Iowa City Traffic Department staff has been very responsive and helpful in making these adjustments at times that help facilitate the contractor's construction schedule. The City of Iowa City is tracking their time involved to come out and make adjustments inside the signal cabinet, and will be invoicing this cost to the City of University Heights.

(2) Melrose/Sunset Intersection – Overhead to Underground Rebuild - MidAmerican Energy

- a. The installation location for a new utility pole and anchor wires on the south side of Melrose was discussed during the regular April meeting and again at the Special



Meeting on April 25th. As noted in Steve Ballard's report, the OUP developer has not been able to reach agreement with either adjacent property owner as to pole location, and council will consider Resolution No. 16-24.

- b. For reference, attached is an aerial view showing existing utility poles, and approximate location of the two possible sites for one new pole and anchor wires to be installed.
- c. I was contacted by MidAmerican late last week about their schedule to get permanent power to the new transformer on the OUP site. With the overhead utility pole relocation agreement not finalized, MidAmerican still needs to proceed with the "underground service" portion of that work to stay on their schedule to get power to the OUP south building. This work to bore an underground conduit from the OUP transformer, across and within the right-of-way on Melrose and Sunset to an existing utility pole on Sunset Street is now going to happen before any utility pole work. A summary of this work and correspondence with MidAmerican was provided to Jim Lane, which he provided to the council this weekend and also to Mr. Sims and Mr. DeYoung so they are aware of the timing of this portion of the work.

(3) 2016 Sidewalk Repair Project (SW Quadrant)

- a. Requests for quotes for the 2016 sidewalk repair project were sent to 8 concrete contractors and posted on the city website. These quotes are due back to our office at 10:00 AM Monday morning (May 9). A tabulation of quotes received and a recommendation for award of the project will be issued Monday afternoon.

(4) Excavation Permits (Work in Right-of-Way)

- a. Requests for excavation permits were reviewed and issued at 328 Koser Avenue (driveway apron and sidewalk replacement; convert from overhead to underground electric service) and 266 Marietta Avenue (remove and rebuild concrete stairs).
- b. Follow-up review of front yard paving area and required dimensions for a loop driveway concept was completed for 204 Golfview Drive.
- c. A site visit and follow-up correspondence with a resident and their contractor was completed related to the wet area between the last two houses on Oakcrest Avenue. Information has been provided and awaiting further decision by the property owner. Anticipate excavation permit to connect drain tile to the storm sewer intake box.
- d. Completed review of MidAmerican's request for excavation work in the right-of-way at 231 Golfview Avenue. This work is related to the residents request that MidAmerican convert their electric service from overhead to underground. Permit to be issued.

(5) Miscellaneous

- a. I was asked to determine how the water service to the triangle garden is turned on in the spring. The work to turn off water, winterize and store the equipment and turn the water back on is being handled by Breese Plumbing. They also complete backflow testing and paperwork submittal to the City of Iowa City in the spring. A valve was found damaged, and is being replaced before the water is turned back on.

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

RESOLUTION NO. 16-28

RESOLUTION REQUIRING PROPERTY OWNERS TO REPAIR SIDEWALKS ABUTTING THEIR PROPERTY AND ACCEPTING QUOTATION FOR THE CITY-ADMINISTERED 2016 SIDEWALK REPAIR PROJECT AND AUTHORIZING THE MAYOR TO SIGN AND THE CLERK TO ATTEST AN AGREEMENT WITH JDM CONCRETE, LLC IN THE AMOUNT OF \$5,707.00 FOR THIS WORK.

WHEREAS, a survey of sidewalks in the southwest portion of the City of University Heights was completed in 2015 to identify sidewalks in need of repair, replacement, or reconstruction; and

WHEREAS, notice to property owners adjacent to these sidewalks was sent on or about October 14, 2015, informing affected property owners of their obligation to repair sidewalks by June 1, 2016; and

WHEREAS, the City Council directed that a City-administered sidewalk repair project be made available for residents to join voluntarily, and notice of that project was also provided to affected property owners; and

WHEREAS, the City Engineer solicited competitive quotations from several qualified contractors to perform this work; and

WHEREAS, JDM Concrete of Kalona submitted the lowest responsible, responsive quotation in the amount of \$5,707.00 for the sidewalk repairs; and

WHEREAS, the City Engineer recommends that the City Council accept this quotation and enter into a contract for the sidewalk repairs with JDM Concrete, LLC; and

WHEREAS, the City Council desires to accept this quotation,

NOW, THEREFORE, BE IT RESOLVED by the City of University Heights, Iowa, that the repair, replacement, or reconstruction of sidewalks in the southwest portion of the City shall be completed by abutting property owners no later than June 1, 2016, if property owners have not elected to join the City-administered sidewalk repair project, all as previously provided in the notice sent to these property owners in October 2015.

BE IT FURTHER RESOLVED that the quotation from JDM Concrete, LLC for the City-administered sidewalk repair project is accepted and the Mayor is authorized to sign and the City Clerk to attest a contract with JDM Concrete, LLC for a total expenditure of no more than \$5,707.00 for the 2016 Sidewalk Repairs in the form attached as Exhibit "A".

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 10th day of May, 2016.

Wally Heitman, Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

AGREEMENT

THIS AGREEMENT is dated as of the 10th day of May in the year 2016 by and between City of University Heights (hereinafter called OWNER) and JDM Concrete, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents.

The project, for which the work under the Contract Documents may be the whole or only a part, is generally described as follows:

University Heights 2016 Sidewalk Repair

ARTICLE 2 ARCHITECT/ENGINEER

The project has been designed by Shive-Hattery, Inc. who is hereinafter called "Architect/Engineer" and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect/Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIME

3.1 Work shall commence no later than July 1, 2016, and shall be complete and ready for use on or before August 19, 2016.

3.2. Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed upon mutual agreement between the OWNER and CONTRACTOR. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay OWNER One Hundred Dollars (\$100.00) for each calendar day that expires after the time specified in paragraph 3.1 for Completion until the work is complete.

ARTICLE 4 CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds.

ARTICLE 5 PAYMENT PROCEDURES

CONTRACTOR shall submit an Application for Payment reflecting the line items and unit prices identified on the quotation form.

5.1. Progress Payments – Retainage: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect/Engineer, on or about the 15th day of each month during construction as provided below. All such payments will be determined by Unit Price based on the number of units completed.

5.1.1. Prior to Completion, progress payments will be made in an amount equivalent to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect/Engineer shall determine, or OWNER may withhold:

University Heights 2016 Sidewalk Repair
Project # 116102-0

95% of work completed with the balance being retainage.

5.2. Final Payment: Upon completion and acceptance of the work OWNER shall pay the remainder of the Contract Price as recommended by Architect/Engineer.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda listed in paragraph 7 and the other related data identified in the Quotation Documents including technical data.

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

6.4. CONTRACTOR acknowledges that OWNER and Architect/Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.6. CONTRACTOR has given Architect/Engineer written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

6.7. CONTRACTOR shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. At the request of the OWNER, the CONTRACTOR shall give the OWNER a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the CONTRACTOR shall immediately notify the OWNER of any revocation or cancellation of any of the above-referenced insurance policies.

6.8. CONTRACTOR agrees to fully indemnify, defend, save and hold the OWNER, Shive-Hattery, Inc., its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent acts, errors or omissions of the CONTRACTOR, its officers, representatives, agents, contractors, subcontractors or employees in connection with the WORK.

ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

7.1. This Agreement (pages 1 to 3, inclusive).

7.2. Request for Competitive Quotation

- 7.3. Specifications bearing the title **Sidewalk Repair Specifications.**
- 7.4. Inspection forms bearing the title: **Sidewalk Inspection Forms – City of University Heights**
- 7.5. Addenda.
- 7.6. CONTRACTOR'S Quotation.
- 7.7. The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement, except as expressly noted otherwise above.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as mutually agreed upon between OWNER and CONTRACTOR.

ARTICLE 8 MISCELLANEOUS

8.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.4 The CONTRACTOR warrants and guarantees the adequacy of the workmanship for a period of one (1) year from the Project Completion Date hereunder. During its guarantee period, the CONTRACTOR shall, at its sole expense, be responsible for repairing work performed by the CONTRACTOR as part of the Project hereunder in the event that the workmanship proves inadequate.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and Architect/Engineer. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identify by Architect/Engineer on their behalf.

This Agreement will be effective May 10, 2016.

OWNER: **City of University Heights**

CONTRACTOR: **JDM Concrete, LLC**

By _____

By _____

Attest _____

Attest _____

**University Heights 2016 Sidewalk Repair
Project # 116102-0**

Address for Giving Notices:

Address for Giving Notices:

END OF SECTION

ORDINANCE 193
CONFLICTS OF INTEREST DISCLOSURE
FOR THE CITY OF UNIVERSITY HEIGHTS

WHEREAS, the City Council of University Heights, Iowa deems it advisable to adopt a Conflicts of Interest Disclosure ordinance to promote transparency in City government actions; and

WHEREAS, the citizens and businesses of University Heights are entitled to have matters before the City of University Heights conducted without actual or perceived conflicts of interest.

NOW THEREFORE, BE IT RESOLVED by the City Council of University Heights that the following ordinance is adopted:

1. Policy. No elected or appointed member of office, appointed member of the City Zoning Commission or Board of Adjustment, or City staff and/or contractor (collectively, “an individual”) shall participate in the disposition of a matter in which they have a conflict of interest. In the event an individual has a conflict of interest, they shall promptly inform the City Council before the hearing of any matter. City Council members shall be disqualified from participation in the disposition of a matter in which they have a financial or organizational interest. If a member of City Council has a personal conflict of interest they may either withdraw from participation without further disclosure, or disclose the facts involved in the personal conflict of interest and request a determination by the other members of City Council as to whether the personal conflict of interest is sufficient to disqualify the conflicted individual from participation. A majority vote by the other City Councilors shall determine whether the member of City Council with the personal conflict of interest shall participate or be disqualified. In the event of a tie, the member of City Council shall be disqualified from participation. For purposes of quorum, the disqualified individual shall continue to count as present. The decision as to whether a conflict of interest exists or not for a member of the City Zoning Commission or Board of Adjustment, City staff and/or contractor shall be made by the majority vote of the City Council, and in the event of a tie, the member of the City Zoning Commission or Board of Adjustment, City staff and/or contractor shall be disqualified.

Definitions. For purposes of this section the term “conflict of interest” means a direct or indirect financial interest, organizational responsibility (e.g., board member, corporate officer), or personal interest held by an individual and/or their immediate family. The term “financial interest” shall mean a legal interest or equitable ownership interest exceeding 5%. The term “personal interest” shall include personal or professional relationships, which may give rise to an appearance of a conflict of interest. The term “immediate family” shall include spouse, parents, children, brother or sister, significant other, step-children, and son/daughter-in-law. The term “participate” or “participation” shall mean making a decision, taking action, providing advice, supporting a recommendation, introducing, sponsoring, debating, voting on, approving, and/or investigating a decision, action or transaction; the term also includes the direct and active supervision of the participation of a subordinate in the matter.

2. Process. The minutes to each City Council meeting shall reflect the absence or presence of a disclosure of a conflict of interest by any individual. Prior to the start of each calendar year, but no earlier than thirty (30) calendar days, members of City Council and the Mayor shall complete the Conflicts of Interest Disclosure form (the “form”), attached at Exhibit A and incorporated by reference in the same, and submit the form to the City attorney. Completion of the form shall be reflected in the minutes of the City Council’s first calendar year meeting. For an appointed member of Council, members of the City Zoning Commission or Board of Adjustment, City staff and/or contractor, the form shall be completed and submitted within thirty (30) calendar days of appointment, hire or engagement date and thereafter at the start of each calendar year.

3. Severability. All ordinances, resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict. If any section, provision or part of this ordinance shall be adjudicated invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

4. Effective Date. This ordinance is effective retroactive to January 1, 2016.

EXHIBIT "A"
CONFLICTS OF INTEREST DISCLOSURE FORM
FOR THE CITY OF UNIVERSITY HEIGHTS

The information below should be current as of the time of completion. Submit the form to the City attorney. For this form, the term "**entity**" means any corporation, partnership, or trust.

1. Are you or your immediate family an **officer or director** of any entity with whom the City has or had a direct financial relationship during the past three years? Yes ___ No ___

If "yes," please describe the nature of such relationship.

2. Do you or an immediate family member have an **ownership interest** or **pecuniary interest** in any entity or individual with whom the City has a direct financial relationship or for which the City has provided direct or indirect financial support during the past three years? Yes ___ No ___

If "yes," please describe the nature of such interest.

3. Other than your current employment, do you or a member of your immediate family have a **personal or professional relationship** (not including your role as Mayor, member of City Council, appointed member, or City staff or contractor) with an entity or individual that sells or provides services to the City or for which the City provides or has provided direct or indirect financial support during the past three years? Yes ___ No ___

If "yes," please describe the nature of such relationship.

I the undersigned hereby certify that the information provided is true and accurate and have read Ordinance 193 Conflicts of Interest Disclosure for the City of University Heights.

Signature

Date

Print Name

Print Title

University Heights May 2016 eGovernment Report

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

- **April 30, 2015**
 - Sidewalk repair bids
- **April 29, 2015**
 - Amended budget hearing
- **April 27, 2015**
 - City Concert and Dance May 21
- **April 24, 2015**
 - Special Council meeting agenda
- **April 22, 2015**
 - Clean Up Day announcement
- **April 16, 2015**
 - Council meeting webstream
- **April 13, 2015**
 - Melrose Ave. Detour Update
- **April 11, 2015**
 - Council meeting agenda and attachments
- **April 8, 2015**
 - Melrose Ave. Detour Info
- **April 5, 2015**
 - Clean Up Day info, zoning commission agenda

Monthly Statistics from Stat Counter

Page Views	Unique Visits	1 st Time Visits	Returning Visits	
1,372	939	643	296	Total
46	32	22	10	Average

Monthly Statistics from Webalyzer

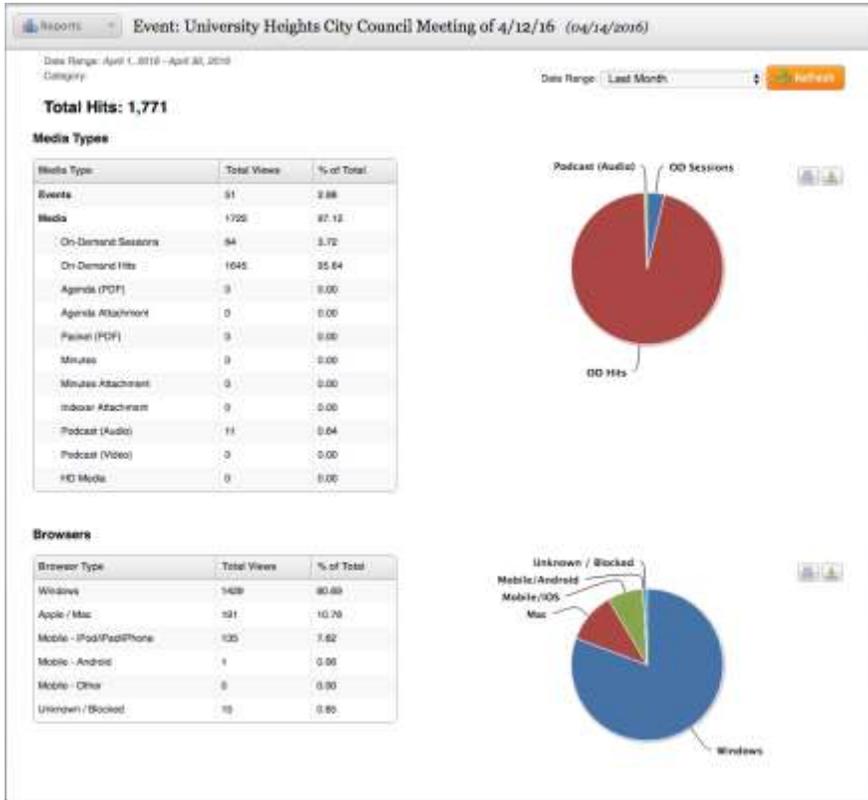
Hits per Hour	100
Hits per Day	2404
Pages per Day	460
Total Visits	6652
Total Unique User Agents	986
Average Visits Per Day	221

Twitter

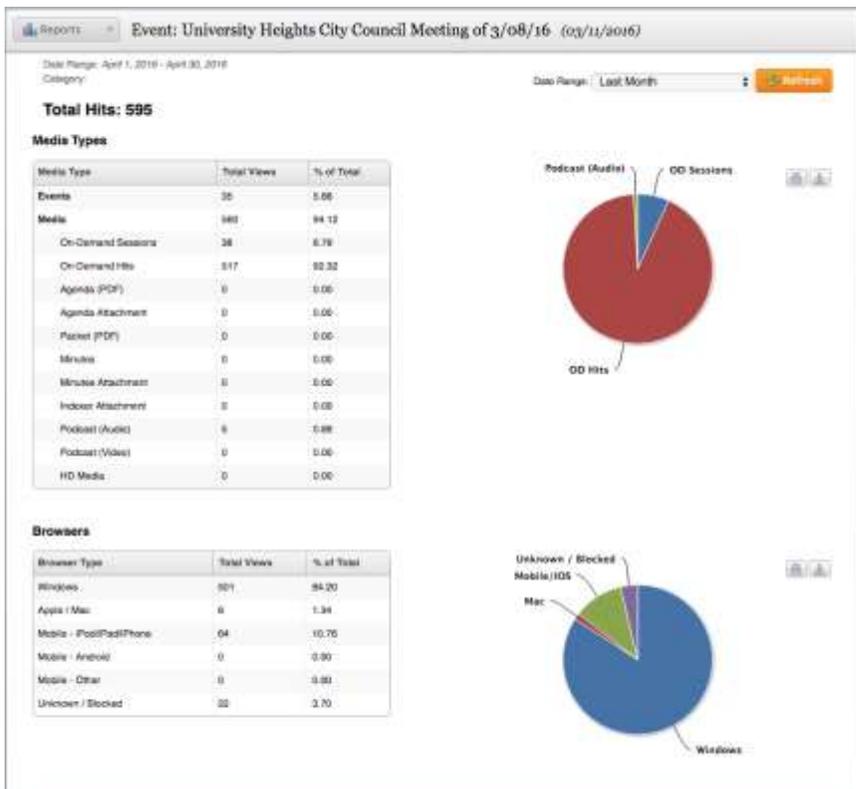
Tweets	1
Re-tweets	0
Followers	81

University Heights City Council Meeting Webcasts Viewing Statistics From EarthChannel

April Council Meeting statistics 4/14/16 to 4/30/16



March Council Meeting statistics 3/11/16 to 4/30/16



Google Domain Update

No change from last month.