

7:00pm PUBLIC HEARING on proposal to enter into a General Obligation Loan Agreement in a principal amount not in excess of \$325,000 (Community Space at One University Place).

PUBLIC HEARING on proposal to enter into a General Obligation Loan Agreement in a principal amount not in excess of \$625,000 (street infrastructure adjacent to One University Place).

AGENDA

City of University Heights, Iowa
City Council Meeting
Tuesday, June 14, 2016
Oaknoll Retirement Community
Community Room
 7:00-9:00pm.

Meeting called by Mayor Wally Heitman

Time	Topic	Owner
7:00	Call to Order Meeting Roll Call -Approval of Minutes-May 10th and Special Council meeting May 23rd.	Wally Heitman
7:01	Open Public Hearing -Public Hearing on proposal to enter into a General Obligation Loan Agreement in a principal amount not in excess of \$325,000 (Community Space at One University Place). -Public Hearing on proposal to enter into a General Obligation Loan Agreement in a principal amount not in excess of \$625,000 (street infrastructure adjacent to One University Place).	Public Comments
	Close Public Hearing -Consideration of Resolution 16-34 , taking additional action on proposals to enter into General Obligation Loan Agreements.	Steve Ballard
	-Consideration of Resolution 16-35 , approving form of Voluntary Special Assessment Agreement and authorizing its distribution.	Steve Ballard
7:15	Public Input -One University Place (OUP) construction report and updates . - Consideration of Resolution No. 16-33 , authorizing the mayor to sign an agreement with an independent financial consultant to assist the City in evaluating financing options concerning payment for the One University Place public improvements project and acquisition of the community space at One University Place, with the costs of the consultant to be reimbursed to the City by the OUP developer and/or property.	Public Comments Jeff Maxwell Jim Lane
<u>Administration</u>		
-Mayor	Mayor's Report -Committee change. -Open House at Fire Station on July 2 - time to be announced.	Wally Heitman

Time	Topic	Owner
-City Attorney	<u>Legal Report</u> -Consideration of <u>Resolution No. 16-36</u> , authorizing the mayor to sign and the clerk to attest the <u>FY2016 28E agreement</u> between the City of University Heights and Johnson County for the Provision of Paratransit SEATS) Services in University Heights for FY2017 at a rate of \$25.00 per ride.	Steve Ballard
-City Clerk	<u>City Clerk Report</u>	Chris Anderson
<u>Committee Reports:</u>		
<u>Finance</u>	Committee Report -Discussion to pay-off current General Obligation Bond early. <u>Treasurer's Report/ Payment of Bills</u>	Jim Lane 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 -Specific notice and barrier signage on Melrose and Sunset. -City payment for Golf View garden.	Dotti Maher/Jerry Zimmermann
	<u>Engineer Report</u>	
<u>Zoning & Sanitation</u>	Committee Report Zoning Commission report -Consideration of <u>Resolution No. 16-37</u> authorizing the Mayor to sign an Agreement with Emmons & Oliver Resources, Inc. concerning sensitive areas mapping services at a cost not to exceed \$1,800.00.	Josiah Bilskemper Silvia Quezada Pat Bauer
<u>e-Government</u>	<u>Committee Report</u> -Re-evaluate and make possible changes to parking restrictions on Marietta east of George and west of George.	Mike Haverkamp
Announcements		Anyone
9:00 Adjournment		Wally Heitman

Next Regular City Council Meeting is July 12, 2016: University Club

RESOLUTION NO. 16-34

**RESOLUTION TAKING ADDITIONAL ACTION TO ENTER INTO AN
ESSENTIAL PURPOSE LOAN AGREEMENT AND A GENERAL
PURPOSE LOAN AGREEMENT**

WHEREAS, the City of University Heights (“the City”), in Johnson County, State of Iowa, heretofore proposed to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$625,000.00 for the purpose of paying the cost, to that extent, of constructing street improvements and the costs associated with arranging financing for those improvements, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on June 14, 2016; and

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City also proposed to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement,” collectively hereinafter, the Essential Purpose Loan Agreement and the General Purpose Loan Agreement are referred to as the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$325,000.00 for the purpose of paying the cost, to that extent, of acquiring, constructing, furnishing and equipping a community center/city hall facility and the costs associated with arranging financing for the acquisition, construction, furnishing, and equipping the community center/city hall facility, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, on June 14, 2016, and as of such date, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of University Heights, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreements in the future and orders that General Obligation Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. Further action with respect to the Loan Agreements is hereby adjourned to the City Council meeting scheduled for July 12, 2016.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 14th day of June, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

RESOLUTION NO. 16-35

**RESOLUTION APPROVING FORM AND DISTRIBUTION OF
PETITION, CONTRACT, AND WAIVER**

WHEREAS, Jeffrey L. Maxwell and One University Place, LLC (“the Developer”) have undertaken the One University Place development project (“OUP Project”) on certain real property (“the Property”) in the City of University Heights, Iowa (“the City”); and

WHEREAS, the Developer has requested that the City undertake certain intersection, and turn lane improvements and utility relocation (the “Street Project”) in connection with the OUP Project; and

WHEREAS, it is deemed advisable by the City Council of the City that the Street Project be constructed by the City; and

WHEREAS, pursuant to Section 384.41 of the Code of Iowa, a Petition, Contract and Waiver has been prepared pursuant to which the Developer would formalize the Developer’s request that the City cause the construction of the Street Project, the City would agree to undertake such project, and the Developer would agree to be specially assessed for the costs of such Street Project,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of University Heights, Iowa, as follows:

Section 1. The Petition, Contract and Waiver is hereby approved in the form that has been presented to this City Council. The City Attorney is hereby authorized to present the Petition, Contract and Waiver to the Developer for execution. Further, the Petition, Contract and Waiver shall also be presented to any lienholders who hold liens on the Property in order for such lienholders to agree that the assessments to be levied against the Property in connection with the Street Project will be senior and superior to the liens on the Property held by the lienholders.

Section 2. The City Attorney is hereby authorized to make such changes, modifications, additions or deletions to the Petition, Contract and Waiver as the City Attorney, with the advice of bond counsel, may believe to be necessary to properly document the mutual understanding of the Developer and the City with respect to the special assessments for the Street Project.

Section 3. All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed, to the extent of such conflict.

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 14th day of June, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

Siders Development Monthly Report

May 6, 2016 – June 8, 2016

Site work this reporting period is at a slow time. In part this is due to the work on Melrose Avenue but mainly this project is focusing on the construction of the building and not much site work to accomplish.

After verification that the slopes and grading on the east ravine were done as proposed on the grading plan the topsoil was installed. The ravine was seeded with the mix prescribed and supplied by Earth View Environmental on May 20th. Erosion control mat was applied covering the entire ravine. In the later part of May we experienced some heavy rains and the ravine held up exceptionally well. At my June 1st site inspection I found that there was no evidence of erosion and the oats that were planted as temporary ground stabilization were beginning to sprout. Future inspections of the ravine revealed the same.

On June 1st the developer took possession of the church facility. The asbestos abatement team was on site removing any known asbestos from the site. Removal of the asbestos was completed within a few days. As of this writing, demolition of the church building has not started. Equipment is on site and expected to start any day.

Glenn Siders

RESOLUTION NO. 16-33

RESOLUTION AUTHORIZING MAYOR TO SIGN ENGAGEMENT LETTER WITH AN INDEPENDENT FINANCIAL CONSULTANT FOR CONSULTING SERVICES ON OUP FINANCIAL MATTERS

WHEREAS, the University Heights City Council has deemed it desirable to contract with _____ for independent consulting services on financial matters related to payment for One University Place Public Improvements (to be reimbursed through voluntary special assessment) and acquisition of a community space at OUP; and

WHEREAS, _____ has expertise in independent municipal finance consulting; and

WHEREAS, _____ has submitted a written proposal for its services to the City in the form of an Agreement and the City agrees to the proposed terms, which are set forth in Exhibit "A" attached,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of University Heights, Iowa, that the Mayor is authorized to sign and the Clerk to attest the Agreement with _____ in the form attached as Exhibit "A".

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 14th day of June, 2016.

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

ATTEST:

Christine M. Anderson, City Clerk

UH - Resolution 16-33 authorizing mayor to sign financial consulting engagement 06 14 16

**INDEPENDENT FINANCIAL CONSULTING SERVICES
PROPOSAL**
to the
City of University Heights, Iowa



8805 Chambery Blvd, Suite 300 #114

Johnston, IA 50131

515.259.8193 (phone & fax)

www.independentpublicadvisors.com

June 8, 2016

Mr. Steven E. Ballard, City Attorney
City of University Heights
1004 Melrose Avenue
University Heights, IA 52246

Dear Mr. Ballard:

Independent Public Advisors, LLC (“IPA”), is pleased to submit this cost proposal to provide independent financial consulting services to the City of University Heights (the “City”). Our qualifications to serve the City include:

- **Independence:** The Municipal Securities Rulemaking Board (“MSRB”) requires all underwriters who act as financial advisors to inform issuers in writing that as an underwriter, it has “...financial and other interests that differ from those of the issuer”. IPA is not an underwriter, and is founded on the belief that municipalities such as the City deserve to receive advice from dedicated professionals working only in the City’s interest. IPA is committed to providing both the market expertise typically associated with banks, and the undivided interest that only an independent advisor can offer. **We will serve only in the interest of the City.**
- **Expertise:** IPA’s principal owner has nearly 16 years of experience as an independent financial advisor, advising on the issuance of over \$3.8 billion in bonds. This experience has afforded IPA the specific knowledge required to advise on matters of municipal finance such as constitutional debt margin, tax increment financing, general fund and other operational levies, and state revolving loans. **In addition, IPA was ranked 5th among all Iowa advisors in 2015, with the issuance of \$86.6 million in par in Iowa alone.**
- **Comprehensive Scope of Services:** From transaction management to long-term planning, IPA can offer the City a comprehensive scope of services that is designed specifically to address the City’s needs. The proposed scope of services includes financial planning, transaction management, and primary and secondary disclosure (if needed).
- **Dedication:** IPA does not strive to become the largest financial advisory firm. First and foremost, our goal is to build a firm dedicated to serving key client relationships. As a small firm, each carefully selected relationship is critical to our success. As such, we work to earn our clients’ trust, deliver sound advice and exceed expectations.

IPA is excited for the opportunity to demonstrate its willingness to provide service to the City. If you have any questions or seek additional information, please don’t hesitate to contact me at 515.259.8193.

Sincerely,
Independent Public Advisors, LLC



Tionna Reed Pooler
President



General Firm Profile

IPA is honored for the opportunity to be of assistance to the City of University Heights. Please contact Tionna Pooler, President at 515.259.8193 with any questions. We look forward to serving you.

Independent Public Advisors, LLC (“IPA”) was established on the principle of providing sound, independent advice to state and local governments. We are a registered Municipal Advisor, pursuant to amended Section 15B of the Securities Exchange Act of 1934, with offices in Johnston, Iowa and Kansas City, Missouri. In addition, we are a member of the National Association of Municipal Advisors and the Iowa League of Cities.

EXPERIENCE

IPA professionals have advised on over \$3.8 billion of debt and offer clients nearly 16 years of municipal finance experience, including long-term enterprise fund planning for municipalities. Utility, TIF, and debt planning clients in Iowa include the cities of Creston, Dubuque, North Liberty, Manning, Marion, Rock Valley, Vinton, and Windsor Heights, as well as the Benton County Solid Waste Commission and Denison Municipal Utilities.

TECHNICAL EXPERTISE

In addition to engagement management experience, IPA has the specific technical skills required to develop fully-customized financing and planning solutions for the City. Not only have we mastered industry-standard software, our professionals have the advanced skills necessary to develop specific solutions for the City’s planning needs. Our in-house analytical tools are critical to affording the City the most flexibility in the development of its financial plans, as we are capable of making any number of modifications as we partner with City staff to analyze its challenges and opportunities.

PLANNING APPROACH

As in all communities, resources are finite, so the evaluation of objectives should be comprehensive in nature and should include the following:

- Ensured compliance with relevant policies and legal constraints;
- A review of essentiality and/or public support;
- Identifying financial risks and opportunity costs; and
- Quantifying the impact on the fiscal health of the community.

IPA is well-versed in the financing alternatives permissible under state law, such as general obligation and revenue bonds, State Revolving Fund financing, short- and long-term debt, local bank loans and cash financing from a variety of levies or user revenues.





For each project to be financed there is likely to be a single option that represents the lowest cost of borrowing. Securing the lowest borrowing cost, however, may be at odds with other objectives, such as preserving general obligation capacity (which is not reduced by higher cost revenue bonds) or matching the life of the loan to the life of the asset (which may extend the debt and increase the borrowing rate).

To comprehensively evaluate these options, IPA will utilize cash flows to ascertain the impact on the short- and long-term financial position of the associated fund, as well as the potential need for increased revenues. Affordability analysis will include evaluation of the ability to undertake financing and maintain adequate liquidity, debt reserves and future capacity.



Approach: Our analytical approach centers on the concept that a financial plan should be both flexible and dynamic, ultimately reflecting the City's actual financial performance. To accomplish this, we create excel-based financial plans based on deriving revenue projections from underlying tax rates and property valuations.

Levy-Based Funds: When evaluating levy-based funds, valuations and tax rates are used to project revenue. Many cities prefer to keep the debt levy stable or slightly increasing to avoid sudden declines. This can be accomplished by using the debt levy model to monitor debt levels and valuation, which allows the City to structure future debt to achieve the desired levy. Tax increment revenues are evaluated in a similar way. However, as tax increment revenues are derived from valuation growth as applied to the levies of a number of jurisdictions over which the City has no control, it is critical that any debt secured by increment be part of a long term plan that includes the development of a tax increment cash flow.

Application: Finally, whether financing is funded by property tax or user fee revenues, this comprehensive analysis is used to determine available revenues to fund projects. Any costs that cannot be funded with cash while maintaining adequate liquidity or reserves will be identified as costs to be financed with debt.

The plan can identify the user or tax rates necessary to fund the desired capital program. Conversely, it can be used to determine the potential scope of the capital program given specific rate parameters determined by council. If a multi-year capital plan does not exist, the plan of finance can be used to determine the availability of revenues and timing of future projects.

Minimally, our preparation of the plan provides our clients with the opportunity for additional financial assessment that is often used to shape annual budgets. We understand budget season to be a busy time of year, and our initial preparation allows staff to review, rather than generate, estimated fiscal performance over a multi-year period. Budgeted rate increases are evaluated at this time for sufficiency.



FINANCING APPROACH

Our in-depth services include the development of a number of tools specifically designed on behalf of the City to allow ongoing evaluation of financing options. It is expected that we will be called upon on a regular basis to provide cash flows and comparative analysis to allow the City to fully evaluate its potential funding options.



Finance Team Development: The City's financing efforts require professionals that offer a variety of services, and from time to time it may be necessary to broaden and/or refine the finance team. IPA is available to assist the City in the development of requests for proposals for all members of the financing team. This is most commonly undertaken to select an underwriter in advance of a negotiated sale, but the same process is also used for arbitrage advisors, verification agents, special tax counsel, bond counsel, and even trustees.

Should it be determined that the City needs to solicit underwriting proposals for a negotiated transaction, IPA will assist in the development and distribution of the request and evaluation of the responses received. We will ensure that questions are designed to generate meaningful responses, and will use our working knowledge of industry standards, reputations and pricing to develop written recommendations to document the selection process.

Authorizations: Having worked extensively with bond counsel and with issuers across the State, IPA is well-versed in various state limitations on the issuance of debt (such as constitutional debt limit, limitations on essential and general corporate purposes, etc.). In addition, we have the working knowledge necessary to assist the City with the hearings, resolutions ordinances, and referenda required throughout the bond issuance process. Specifically, IPA will craft the financing schedule to reflect the timing necessitated by legal parameters, and will support the City's referenda efforts by providing summary data for use in stake-holder education. To that end, IPA will also attend any public meetings deemed necessary by the City.

Sizing: To determine the size of the borrowing, IPA will analyze the timing and amount of planned expenditures. This will allow us to consider potential earnings on project funds, as well as any other sources of funding (available cash, grants, etc.) that may be available to reduce the amount financed with debt.



Project Considerations:

IPA has had preliminary discussions regarding the proposed project. An item that will require additional discussion is the issuance of a single bond for both projects versus two distinct loans. Facts to be explored are:

- legal constraints*
- payment sources*
- market access*
- transparency*
- loan provisions*
- potential cost savings*

Maturity Schedule: IPA's comprehensive approach to long term planning includes detailed analysis of each fund to determine revenue requirements and debt capacity. This analysis enables us to offer maturity structure recommendations during the transaction phase of the engagement that are consistent with current and projected repayment resources. In addition, the schedule should be crafted in a manner consistent with market demand to ensure its marketability.

Credit Structure: The appropriate credit structure is one that maximizes marketability, minimizes the cost of the debt, and is consistent with the issuer's internal policies and objectives. Credit terms that are too stringent place onerous

obligations on the issuer, and may unduly limit the amount of debt that can be issued. Overly flexible security provisions will limit interest in the issuer's debt and result in higher yields.

All parity debt will be structured to comply with existing covenants. To the extent not already dictated by existing constraints, IPA will work with the City to determine a credit structure that provides bondholder security while preserving the City's financial flexibility. Secondary pledges of revenue to bolster security will be considered as appropriate.

Marketing: IPA is well-versed in the issuance of debt, and will provide a scope of service to the City that will fully address the activities required to allow for effective marketing of the bonds. Such details as the terms of the bonds, the size of individual maturities and the optional redemption feature will be selected to maximize market participation. Once the proposed financing is structured to meet the needs of the City, the resulting bonds will be evaluated for its suitability (based on size, credit, and terms) for either a competitive sale or bank negotiation.

Disclosure: The current market has a heightened focus on disclosure, making it more important than ever that the official statement be well written and contain clear descriptions of bond security, tax consequences, and the financial condition and operations of the issuer in the event of a public sale. IPA will assist the City with the review of financing documents including resolutions and purchase contracts. In the absence of disclosure counsel, IPA will prepare and assemble the required documentation for official statements. A draft of the document will be provided to the finance team for review, and a form of the document will be presented to Council for adoption prior to publication.



SCOPE OF SERVICE

IPA proposes a comprehensive scope of service that includes:

- Preparation of annual continuing disclosure (if needed);
- Preparation of a TIF cash flow that identifies capacity for future debt and rebate agreements;
- Preparation of a debt levy model to analyze potential levies for any GO debt, or debt that may be only partially abated by other revenues;
- Evaluation of the financial feasibility of proposed capital improvements or loan obligations;
- Long-term analysis with a focus on sustainability;
- Assistance with the development of the City's capital plan as needed;
- Determination of the proper method of sale for proposed bonds;
- Bid evaluation in competitive sales and underwriter selection for negotiated sales;
- Structure and sizing of publically sold bonds, privately negotiated bonds, and SRF obligations;
- Preparation of a calendar for the issuance of new bonds, and coordination of hearings with bond counsel;
- Development of offering documents for the issuance of new debt with input from the City its bond counsel and/or disclosure counsel;
- Representation for the City in discussions with rating agencies, if desired;
- Assistance with any additional analysis not specifically identified above.

Additional References

*Dianna Willits, Mayor
City of Windsor Heights
515.279.3622
dwillits@windsorheights.org*

*Mike Taylor, City Administrator
City of Creston
641.782.2000
mike@crestoniowa.org*

*Chris Ward, City Administrator
City of Vinton
319.472.4707
cward@vintoniowa.net*

REFERENCES

IPA is proudly serving a select group of public sector clients. We believe all of our clients benefit from the experience gained by serving a variety of jurisdictions with unique demographics and challenges. Our clients include a range of clients from small towns in Iowa to a complex regional sewer utility in Missouri serving over 1.3 million users.

We represent clients facing challenges posed by shrinking populations, government mandated capital improvement plans, rapid growth, and limited legal capacity. Our client profile is intentionally limited to allow us to provide top service to each of our clients. Despite a small portfolio, we have a broad range of experience to offer.

The following references have been provided as a testament to our quality of service and dedication to our clients. We encourage the City to discuss with them their experiences with IPA.



From Jenny Larson, Budget Director, City of Dubuque:

“The City of Dubuque has previously utilized larger firms for financial advisory services and those past experiences have proven that it is not the size of the firm that matters, but it is the dedication, responsiveness and skill level of staff that really makes the difference. After working with other firms, it's truly a pleasure getting to work with a caring financial advisor that takes the time to understand the needs of the City of Dubuque. I know that I can always depend on ... Independent Public Advisors and that makes my job easier!”

City of Dubuque, Iowa

Jennifer Larson, Budget Director | 563.589.4110
jlarson@cityofdubuque.org

Engagement Overview

IPA President Tionna Pooler resumed her engagement as sole advisor with the City of Dubuque (the “City”) in 2014; she previously served as the project manager for services provided to the City from 2004-2012 during her tenure elsewhere.

IPA professionals assisted the City with the development of a plan of finance designed to maximize available revenues and support projects. In the Greater Downtown Urban Renewal Area, the ability for the City to concurrently fund its own projects was evaluated, as well as to provide a guarantee for an economic development loan by another entity. Using a detailed tax increment model, an innovative solution was crafted to allow the City to take on both projects. Because some of the City’s urban renewal debt is ultimately secured by a general obligation property tax pledge, it retained the flexibility to pay the guaranteed developer loan with current increment revenues, and levy taxes should there be a shortfall. While this circumstance was not anticipated, the structure ensured that the City will have access to the funds required to pay all of its obligations.

Since 2014, IPA has assisted the City in the development of long term plans of finance for the City’s sewer, water, stormwater, and tax increment funds. In addition to long-term planning and the issuance of general obligation bonds, IPA President has provided extensive SRF debt analysis and covenant negotiation.

In addition to the sale of general obligation bonds to fund economic development and City infrastructure, IPA recently managed the negotiated sale of \$20.8 million of the only Annual Appropriation Property Tax Supported Sales Tax Increment Revenue Bonds in the State of Iowa, enabled by legislation developed for flood mitigation.

In March 2016, IPA completed the issuance of 3 series of General Obligation bonds totaling \$17.9 million, one of which was a current refunding generating over \$1.3 million in future cash flow savings.

Secondary disclosure services are provided in addition to transaction management and long-term planning.



City of Marion, Iowa

Lon Pluckhahn, City Manager | 319.743.6302
lpluckhahn@cityofmarion.org

Engagement Overview

The primary focus of analysis undertaken for the City of Marion (the “City”) has been the funding of economic development projects. IPA has developed a long-term tax increment plan of finance to assist the City in the analysis of its existing and projected debt capacity. Secondary disclosure services are provided in addition to transaction management and long-term planning.

Bonds sold since 2013 were used to fund economic development, City infrastructure, and to realize over \$200,000 in net present value debt service savings on refunded bonds.

City of North Liberty, Iowa

Ryan Heiar, City Administrator | 319.626.5711
rheiar@northliberty.org

Engagement Overview

The City of North Liberty, Iowa (the “City”) was managed by IPA’s president for approximately eight years before IPA was established. During that time, IPA professionals have assisted North Liberty with various planning initiatives for all of its municipal utilities, including the analysis of proposed SRF loans.

In 2012, the City took advantage of a significant increase in its road use tax allocation to fund bonds supported solely by road use tax collections as an alternative to general obligation bonds. Financial projections indicated that the population-based allocation was likely to stay flat, while operating expenses would grow over time. Although the fund would remain solvent, this imbalance would lead to an ongoing erosion of debt service coverage, which would make the bonds difficult, if not impossible to market.

To correct the problem, a gross revenue pledge was recommended. Bond holders were promised a first lien on all road use taxes collected, prior to the payment of operating expenses. As a result, debt coverage increased and the credit was strengthened. With guidance from IPA’s President, North Liberty achieved a successful sale of one of Iowa’s only road use tax revenue bonds on a competitive basis.

Since 2013, bonds have been sold to finance water and sewer infrastructure, complete various City projects, undertake economic development, and to capture nearly \$545,000 in net present value debt service savings. Additional refundings are underway in 2016 with potential savings of approximately \$250,000.

From Ryan Heiar, City Administrator, City of North Liberty:
“Thank you for your efforts and patience at our [Council meeting]. You did and have always done a great job of explaining the details of our bond sales. I appreciate the extra time spent on the topic of our bond rating. Thanks for all your efforts.”



We want to work with the City. We are willing to negotiate fees to reach an agreement that will meet the City's needs.

Compensation

TRANSACTION FEES

For planning and analysis related to the execution of a transaction, the following fees (payable from bond proceeds, and contingent upon the sale of bonds) will apply.

PAR AMOUNT OF ISSUE	TRANSACTION FEE
Under \$1 million	1% of par
\$1- \$4.9 million	\$13,000
\$5-\$9.9 million	\$15,000
\$10-\$19.9 million	\$18,000
\$20-\$29.9 million	\$25,000
\$30-\$39.9	\$30,000
\$40 million and over	To be negotiated
GO Bonds	As noted above
Revenue Abated GO Bonds	Same as above
Revenue Bonds	125% of the applicable fee
Refunding Bonds	Same as applicable fee

HOURLY FEES

Following the transaction, the City may wish to receive ongoing support for TIF planning and reporting, as well as other analysis that may be needed from time to time. We strive to create an ongoing partnership with our clients, many of whom we have assisted for over a decade. For services that do not result in a transaction, a fee of \$200/hour will apply. If the City is in need of extensive regular assistance, an annual flat fee arrangement is available.

Why IPA?

Independent Public Advisors, LLC is a newly formed independent municipal advisor with all the capabilities of a large company. As a small firm, however, our success depends on our reputation and the quality of services provided. IPA wants the opportunity to grow with the City, and to provide exemplary service by a seasoned professional with nearly 16 years of financial advisory experience.

We would greatly value your business. Whether large or small, we believe every municipality deserves the focus and responsiveness of a qualified, seasoned professional. If you'd like to work with us as much as we'd like to work with you, please know we are willing to negotiate fees to accommodate the needs of the City. Thank you again for the opportunity to present our qualifications, and we look forward to hearing from you.



City of University Heights, Iowa

Proposal for Municipal Advisor Services



June 8, 2016

PFM Financial Advisors LLC
801 Grand Avenue, Suite 3300
Des Moines, Iowa 50309
Phone: (515) 243-2600

www.pfm.com



801 Grand Avenue
Suite 3300
Des Moines, IA
50309

515 243-2600
515 243-6994 fax
www.pfm.com

June 8, 2016

Mr. Steven E. Ballard
City Attorney, City of University Heights, Iowa
Leff Law Firm, L.L.P.
222 South Linn Street
Iowa City, Iowa 52240-1601

Dear Mr. Ballard:

PFM Financial Advisors LLC ("PFM") is honored to submit our qualifications in response to your request for proposals to provide municipal finance consulting services to the City of University Heights, Iowa (the "City"). We are very interested in working with the City and appreciate the opportunity to illustrate how PFM's comprehensive municipal advisory approach could add value to the City.

PFM intends to allocate and provide all of the expertise, resources and attention available within our firm and the Des Moines office to assist the City in meeting its goals and objectives. As the number one ranked municipal advisor to all issuers of municipal debt within the State of Iowa, the Midwest and the United States, we believe PFM is exceptionally well-qualified to provide the City independent municipal advisory services. As you review our proposal, we ask that you especially consider the following:

- ◆ **Iowa Expertise** — PFM currently serves as municipal advisor for over 80 clients, including 48 cities of all sizes and complexity across the State of Iowa.
- ◆ **Local Presence & Expertise** - PFM has operated a fully staffed Des Moines office since 1998, offering a full range of independent municipal advisory services. As such, PFM is familiar with the unique opportunities and challenges facing Iowa cities.
- ◆ **Comprehensive Municipal Advisory Approach** - PFM prides itself on finding ways to assist our clients beyond the debt management process. Our financing plan recommendations are developed only upon the conclusion of a thorough review of the City's financial capabilities and objectives.
- ◆ **Experienced Project Team** - PFM's proposed project team is comprised of senior professionals with over 40 years of municipal advisory experience, who currently lead municipal advisory engagements with comparable cities throughout the State of Iowa.
- ◆ **Independence** - PFM is an independent municipal advisory firm. Our sole business is providing issuers of tax-exempt debt a full line of advisory services. Our firm was founded on the premise that municipal issuers need, and benefit from, independent advice. Therefore, when we advise the City, you can be assured we have no competing agenda.

PFM is eager to work with the City to demonstrate that we can provide a high level of service, innovation and commitment which will exceed the expectations of the City. We look forward to meeting with the City to further discuss our proposal and we thank you for your consideration.

Sincerely,

PFM Financial Advisors LLC

A handwritten signature in cursive script that reads 'Jenny Blankenship'.

Jenny Blankenship, CPA
Director

A handwritten signature in cursive script that reads 'Jon Burmeister'.

Jon Burmeister, CFA
Managing Director



**I. PFM Proposal to Provide
Municipal Advisory Services**

PFM Proposal to Provide Municipal Advisory Services

Firm Overview and History

The original practice of the PFM Group, which includes PFM Financial Advisors LLC (“PFM”), PFM Asset Management LLC (“PFMAM”), and PFM Swap Advisors LLC (“PFMSA”), was **founded in 1975 to provide independent municipal advisory services to the public sector**, and began providing investment advisory services to public entities in 1980. In 2001, PFMAM was created as the entity through which investment advisory services and arbitrage rebate compliance services are provided. In addition, as a result of regulatory changes brought about by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (“Dodd-Frank”), another PFM affiliate, PFM Swap Advisors LLC (“PFMSA”), was created in 2014 to provide swap advisory services previously provided by PFMAM.

The PFM Group of companies provides bond transaction, capital planning, and strategic consulting advice through PFM, a registered Municipal Advisor with the Securities & Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”); investment management and advice through PFMAM, an SEC-registered investment advisor under the Investment Advisers Act of 1940; and swap monitoring and derivative advice through PFMSA, a registered Municipal Advisor with the SEC and MSRB, a Commodities Trading Advisor with the Commodities Futures Trading Commission, and a Qualified Independent Representative under Dodd-Frank Act.

Today the PFM Group is the nation’s leading provider of independent financial and investment advisory services with offices throughout the United States. The PFM Group does not have a “municipal department”; **all of our professionals are municipal finance professionals**, and all of our resources are dedicated to providing independent advice to our government clients.

Independence

As stated throughout this proposal, PFM is an independent municipal advisor, not a broker/dealer or an underwriter. As an independent municipal advisor, PFM does not encounter the conflicts of interest that arise when firms both underwrite bonds and serve as municipal advisors.

As an independent municipal advisory firm, **we are fully and solely committed to the City’s concerns and objectives**. The attention of our professionals is not diverted by the potential conflicts arising from being in the underwriting and securities distribution business. While we are sensitive to investor preferences from a credit, marketing, structuring and pricing perspective, we make our client’s needs and requirements our first priority.

Record of Achievement

PFM is currently the nation’s leading provider of municipal advisory services to local municipalities, states, governmental authorities, transportation agencies, higher education institutions, and state revolving funds (“SRFs”). **Moreover, we have maintained our #1 ranking with Thomson Reuters every year since 1998.**¹

Over our forty-one year history, PFM has built a solid reputation in the municipal marketplace by serving the needs of our clients. As the largest municipal advisory firm, PFM has the ability to solve our clients’ problems by using our market power to move the agenda. Our constant participation in the markets only serves to further enhance our ability to do so.

	Par Amount (millions)	# of Transactions
2015	62,139.9	1,014
2014	48,570.2	783
2013	46,071.0	768
2012	56,923.5	902
2011	39,632.1	758
2010	63,542.1	1,055
2009	56,290.0	882
2008	49,102.0	814
2007	46,477.5	686
2006	38,165.9	741
2005	41,527.1	897
2004	34,862.9	814
2003	39,226.5	898
2002	36,706.3	861
2001	31,593.7	811
2000	18,743.7	511
1999	19,220.7	626
1998	27,146.8	841

"We are what we repeatedly do. Excellence then, is not an act, but a habit."
- Aristotle

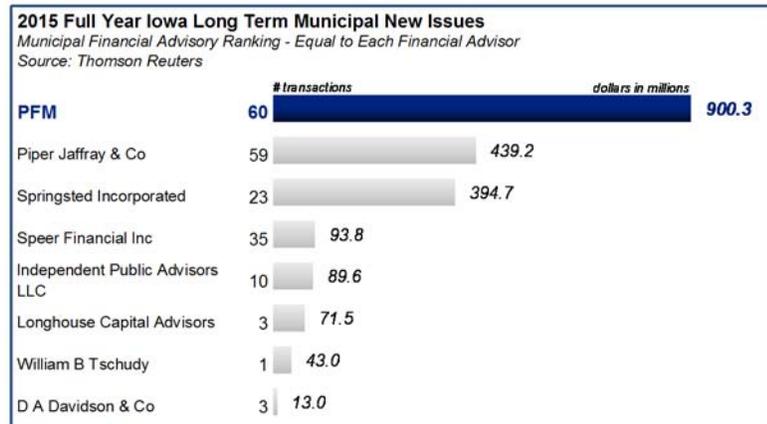
¹ In terms of overall issues and par amount, as of December 31, 2015.



PFM Proposal to Provide Municipal Advisory Services

PFM's Commitment to Iowa

PFM also maintains a leading presence in the State of Iowa in terms of overall issues and par amount. PFM has provided advisory services in Iowa since 1998, including serving as municipal advisor to the State of Iowa (the "State") since 2001. With both our national perspective and local knowledge, PFM is able to help our clients understand and apply the most current financial strategies and techniques to solving problems and reducing costs.



PFM has solid knowledge and understanding of Iowa statutes and public hearing requirements; urban renewal laws and best practices; taxable valuation and rollback fluctuations; and keeps up to date on proposed legislative changes. PFM's local expertise enhances our financial planning services; allows us to identify and meet each client's specific financial objectives; mitigates the impact of long-term borrowing costs; and, in many cases, reduces the client's overall borrowing costs.

PFM's Des Moines Office

PFM will service this municipal advisory engagement with staff located in PFM's Des Moines office, which includes 10 professional staff, and offers our full range of comprehensive municipal advisory services. Work products for Iowa municipal advisory clients are developed, maintained and distributed out of the Des Moines office. This includes but is not limited to debt structuring, cash flow models, credit agency presentations, and official statements.

PFM's flexible project-oriented approach to staffing engagements enables us to bring the proper mix of resources and experience to bear on a given problem or transaction. **We take pride in offering an exceptionally high level of responsiveness and customer service to ALL of our clients.** We have built our reputation by serving clients just like the City.

Dedication to Iowa

PFM brings our vast expertise to every client we serve regardless of size or location. We proudly serve as municipal advisor to 48 cities² of all sizes and complexity across Iowa. In addition, we serve the State of Iowa, multiple school districts, counties, municipal utilities, and many other jurisdictions throughout the State of Iowa.

PFM does not just show up to advise on a transaction, we partner with our clients throughout the entire fiscal year. **We are committed to developing long-term relationships with our clients to ensure that their interests are protected and their goals are achieved.** PFM's high level of service is the primary factor that has led to many of our client relationships having spanned more than a decade.

Representative PFM City Clients ²⁾

City of Adel	City of Iowa City
City of Algona	City of Johnston
City of Altoona	City of Knoxville
City of Ames	City of Lake Mills
City of Ankeny	City of Laurens
City of Bondurant	City of Mediapolis
City of Brooklyn	City of Mitchellville
City of Carlisle	City of Monticello
City of Carroll	City of Muscatine
City of Cedar Falls	City of Norwalk
City of Cedar Rapids	City of Ogden
City of Clarion	City of Oskaloosa
City of Clinton	City of Panora
City of Clive	City of Pella
City of Council Bluffs	City of Perry
City of Davenport	City of Pleasant Hill
City of Des Moines	City of Pocahontas
City of Eldridge	City of Prairie City
City of Emmetsburg	City of Spencer
City of Estherville	City of Washington
City of Fort Dodge	City of Waukee
City of Glenwood	City of Waverly
City of Hampton	City of West Bend
City of Harlan	City of West Des Moines

² Representative listing of city clients as of June 1, 2016.



PFM Proposal to Provide Municipal Advisory Services

PFM's Comprehensive Municipal Advisory Approach

As demonstrated throughout our proposal, ***PFM possesses the necessary understanding and ability to deliver the services requested by the City in a professional and timely manner.*** The sections that follow are an overview of PFM's comprehensive municipal advisory approach. Lengthy description of services offered have been replaced with an overview of how PFM would conduct its engagement with the City to finance the One University Place ("OUP") public improvements and the OUP community space acquisition projects (the "Projects").

Comprehensive Financial Review

Once PFM has been engaged as municipal advisor, the first step in the process is to conduct a comprehensive financial review. Before PFM can assist the City in creating a plan of finance for the Projects, it is essential to first determine and understand the City's current financial condition. PFM will work with the City to assess the City's current financial situation by evaluating key financial health indicators including:

1. Stability of current tax base
 - a. Diversity of larger taxpayers; stability of home values
2. General Fund
 - a. Revenues keeping pace with expenses; operating surpluses or deficits
 - b. Current unreserved cash balance as a percentage of revenues
3. City's Current Constitutional Debt Limit and internal debt policies
4. Existing Debt
 - a. General obligation debt; current debt service levy tax rate
5. Tax Increment Financing Districts
 - a. District valuation growth; district sunset
 - b. Outstanding obligations (debt, rebate agreements, etc.)
 - c. Current cash balance

As part of its initial financial review, PFM creates many of the long-term capital planning models that will be used throughout the engagement. These long-term capital planning models provide a clear picture of the City's overall financial health and illustrate the City's flexibility as it relates to debt paid by the various revenue streams. In addition, these models provide a long-term capital planning tool that can be used to align the City's long-term capital needs with current financial constraints.

Application to the City of University Heights, Iowa



For the City's information, PFM has included initial drafts of the City's General Obligation Debt Capacity and Debt Service Levy Tax Analysis models based on the City's budgets in the Appendix to this proposal. PFM has also included a preliminary debt service schedule for the proposed 2016 or 2017 debt issuance in each model.

Upon engagement, PFM will work with the City to update these models with more accurate information including targeted debt service tax rates, any future capital needs, anticipated special assessment revenues, etc.

Debt Issue Development

Next PFM will develop a multi-year projection for the new debt that illustrates the financial impact on the current debt service levy tax rates, taking into account the special assessment revenues anticipated to abate the OUP public improvement project, and taking into account existing debt constraints.

Review of Existing Debt

Before structuring new debt, PFM will review the City's existing debt structure, source of repayment and legal constraints. Through the implementation of our financial planning models, PFM analyzes the financial resources available to the City by considering the types of revenues available (taxes, tax increment revenues, special assessments, etc.), their stability over time, and their forecasts for growth.



PFM Proposal to Provide Municipal Advisory Services

The analysis of outstanding general obligation debt is done primarily through the City's General Obligation Debt Capacity Analysis and Debt Service Levy Tax Analysis models.

PFM's General Obligation Debt Capacity Analysis model illustrates the City's constitutional capacity (as well as any internal debt limit constraints) and clearly shows available capacity. This ensures the City is within its constitutional and/or internal debt limit prior to the issuance of new debt. This model also illustrates the capacity remaining for future projects after the issuance of new debt.

Next, PFM's Debt Service Tax Levy Analysis ensures the City understands the debt service tax levy impact of the new debt prior to its issuance. This model also takes into account the maturity of existing debt, funding sources available to abate each series of debt outstanding (providing additional flexibility for the City) and allows PFM to structure new debt to wrap around existing debt while maintaining the target debt service tax levy tax rate. In addition, this model is an excellent communication tool in assisting City officials in the decision making process. The results of these models allow PFM to analyze the existing debt structure to determine how much debt can be issued and the appropriate length and structure of the new debt. These models also provide assurance during the planning process, that the City is maintaining its legal and internal debt limitations, and is within the target debt service levy tax rate.

Finally, a review of the legal structure will provide the basis for the consideration of financing alternatives that are currently available.

Analyze Debt Structure Alternatives

The determination of an efficient debt structure is a function of three elements: (i) is the proposed amortization schedule well-coordinated with the City's existing debt obligations and revenues? (ii) are the resources pledged to debt redemption sufficient to meet total debt service coverage requirements when existing and proposed debt are combined? (iii) is the proposed maturity schedule designed to attract maximum interest from underwriters and potential investors in the current market?

Working with other members of the financing team and the City, PFM will use the information it has gathered to facilitate the formulation of the issue structure and the terms under which the bonds are to be offered in order to answer the questions mentioned above in the best possible manner, given the current market. PFM's experience has given us an awareness of how to design terms and conditions of sale that are compatible with underwriter and investor interests under varying market conditions while staying consistent with the City's fiscal policy objectives.

Application to the City of University Heights, Iowa



PFM recommends the City combine the \$625,000 OUP public improvement project with the \$325,000 OUP community space acquisition project into one issuance. Combining the projects into one issue will help minimize the transaction cost of issuance and will make the bonds more attractive to investors.

This recommendation is based on the following assumptions:

- The Projects are either essential corporate purposes or general corporate purposes of the City and are within the legal limits of the City.
- Appropriate public hearings will be or have already been held.

Coordination of Sale Activities & Finance Team

To facilitate the timely completion of all tasks, PFM will prepare a bond sale calendar that clearly identifies the responsibilities of each participant in the transaction. PFM will utilize its extensive experience to prepare a schedule that allows for the orderly execution of each component of the transaction. Moreover, we will work closely with all external participants (e.g., printer, bond counsel, etc.) to ensure that their tasks are coordinated with the activities of the City. The schedule will be designed to permit sufficient time for review of all materials by City officials prior to final distribution.

In addition, PFM will assist the City, as needed, in identifying and procuring special services that may be needed over the course of its financing program. Some of these services are general and apply to any financing alternative while others may or may not be required depending on the financing vehicle chosen.

PFM Proposal to Provide Municipal Advisory Services

Professional services needed for many financings include underwriter services, trustee services, paying agent services, escrow services, feasibility consultant services, verification agent services and official statement printers.

Once the working group has been selected, PFM assumes the role of coordinator and catalyst. PFM, in conjunction with the City's staff, will analyze each component of the structure and make recommendations to the City. Each member of the financing team will have a different perspective on each point, and it is important that each team member be given an opportunity to express their views and incorporate them into the final structure. After assisting the City in developing its financing priorities, it will be PFM's job to represent the City's point of view to the other team members during all discussions about the structure of the financing.

Plan of Finance for the Projects

PFM takes great pride in providing aggressive and informed representation to its clients in the pricing of securities. We actively monitor market conditions through frequent and ongoing contacts with the trading floors of many of the nation's most prominent investment banking firms in order to effectively advise our clients as to the most appropriate market timing for security offerings as well as to identify opportunities for refundings. We devote a significant amount of our internal research effort to analyzing the tax-exempt markets and the factors that affect how the City's securities would be received in that market. We believe that this combination of close observation and state-of-the-art quantitative analysis makes PFM one of the most knowledgeable firms actively involved in providing financial advice to governmental units about the municipal market and the factors that affect our clients in that market.

Determining the Method of Sale

PFM anticipates that the City's Projects will be financed with a tax-exempt, non-rated, bank-qualified debt issuance. There are three methods of sale PFM recommends the City considers:

- Private placement/local bank financing
- Negotiated municipal bond sale
- Competitive municipal bond sale

The following is a brief discussion of PFM's role in the process for each method of sale.

PFM's Role in a Private Placement / Local Bank Financing

Local bank financings usually offer low cost of issuance, simple terms and conditions, but sometimes include higher interest rates. If the City has favorable relationships with multiple local banks, PFM recommends sending out a Terms of Offering to the interested local banks. PFM will receive the proposals from each local bank and evaluate the overall cost to the City as compared to a municipal bond sale. If it is determined the local bank financing is beneficial to the City, PFM will assist with closing the transaction. However, if it is determined that a municipal bond sale would garner more favorable interest rates, PFM would facilitate the issuance of municipal bonds via a negotiated or a competitive sale process as described on the following sections.

PFM's Role in a Negotiated Bond Sales

If it has been determined that a private placement/local bank financing is not ideal for the City, PFM recommends next, considering a negotiated bond sale. Based on PFM's significant experience in the Iowa municipal bond market, it is likely that the most favorable interest rates for the City's tax-exempt, non-rated, bank-qualified issuance would come from one of the two primary correspondent banking firms that work with local banks across the State of Iowa.

PFM recommends sending the Terms of Offering to these two firms, UMB Bank n.a. of Kansas City, MO and Bankers' Bank of Milwaukee, WI. Upon receipt of their proposals, PFM would evaluate the overall cost to the City and recommend the best option to the City. If it is determined that one of the two firms offered favorable pricing to the City, PFM would recommend negotiating final pricing with that firm. Once the final pricing is completed, PFM will present the final pricing results to the City Council and make a recommendation on execution of a bond pricing agreement based on comparable market pricings.



PFM Proposal to Provide Municipal Advisory Services

However, if it is determined that a competitive bond sale would garner more favorable interest rates, PFM would facilitate the issuance of municipal bonds via a competitive bonds sale as described in the following section.

PFM's Role in a Competitive Bond Sales

If it has been determined that neither a private placement/local bank financing nor a negotiated sale provided beneficial pricing to the City, PFM will assist the City and facilitate a competitive bond sale.

The structure of the issue plays an important role in the marketability of the issue. In a competitive sale, there is no opportunity to test the market for a particular bond structuring or credit features. Therefore, broad experience with marketing debt of all types and features, as well as frequent and recent participation in the current market, is desirable. PFM serves a large number of issuers across the nation and is in the market virtually every day of the year. Consequently, we are constantly kept up-to-date on national market trends and overall credit market conditions. The active involvement will help to ensure that the timing and structure of the proposed sale is optimized to achieve the lowest possible interest costs.

Bid Verification & Underwriter Review

The competitive sale process is characterized by the solicitation of underwriting bids from interested parties. Increasingly, these bids are submitted in electronic form. Bid services such as PARITY provide a calculation of the true interest cost ("TIC") which is usually the basis on which bids are awarded. Sealed and facsimile bids include the bidder's calculation of the TIC. Whether bids are submitted through PARITY or other means, PFM independently verifies and analyzes the TIC for all bids using our bid verification model. PFM verifies that the winning bidder has submitted a good faith deposit and that the bid conforms to the parameters set forth in the Notice of Sale. PFM's standard Notice of Sale and Terms of Offering language indicates that in the event of any discrepancy in TIC calculations, the municipal advisor's calculation shall be deemed final.

Once all bids have been analyzed, PFM will prepare a Tabulation of Bids summarizing all bids received for the sale. PFM will present the Tabulation of Bids to the City Council and make a recommendation to the City to award the bonds to the bidder with the lowest TIC.

Proposed Project Team

As previously stated, PFM proposes a project team concept to provide superior client service and expertise. ***PFM proposes to assign a team of PFM professionals led by Ms. Jenny Blankenship, CPA, a Director located in PFM's Des Moines, Iowa office,*** to work with the City on its bond issues and to provide other consulting activities as requested by the City. Ms. Blankenship will serve as engagement manager and as PFM's primary liaison with City staff and other members of the project team and will have complete authority to resolve all questions or concerns.

In addition, ***Ms. Susanne Gerlach, a Senior Managing Consultant in PFM's Des Moines, Iowa office, will work closely with Ms. Blankenship*** and will assist in the development and maintenance of the City's financial planning models and transaction execution. In addition, Ms. Gerlach, as well as Mr. Jon Burmeister, a Managing Director in PFM's Des Moines, Iowa office, will provide management support when Ms. Blankenship is unavailable due to scheduling conflicts. Management support will include attending conference calls, meetings or other project management activities when Ms. Blankenship may not be available.

Analytical and technical support will be provided by Senior Analysts Mr. Matt Stoffel and Mr. Owen Gerard, and by Analysts Ms. Jennifer Ballard and Ms. Jocelyn Doerfler. Analytical and technical support will include updating models, performing refunding analyses and various quantitative activities required by the City. Research and administrative support will be provided by Senior Associates Ms. Melissa Schenck and Ms. Sue Brandt. Research and administrative support will include the preparation of Official Statements, closing letters, continuing disclosure annual reporting and compliance verification and other documents required for bond sale transactions.



PFM Proposal to Provide Municipal Advisory Services

It is anticipated that the professionals identified in our project team will be fully and actively involved in various aspects of this engagement and will be easily accessible to meet the City's needs. A summary of senior project team member's credentials and experience are listed below.

Jenny Blankenship, CPA, Director & Proposed Engagement Manager

Ms. Jenny Blankenship, CPA has over twelve years of public finance experience and began her career as an Analyst in PFM's Des Moines office in July of 2003. In 2008, Ms. Blankenship was promoted to Senior Managing Consultant, and in 2012, Ms. Blankenship was promoted to Director.

Experience

Since joining PFM in 2003, Ms. Blankenship has supported the analysis and execution of hundreds of transactions including general obligation bond, urban renewal bond, special assessment bond, and water, natural gas and sewer revenue bond debt ranging in size from a few hundred thousand dollars to tens of millions of dollars in par size. Ms. Blankenship currently serves as project manager for thirty clients in the states of Iowa, Minnesota and Nebraska, including cities, school districts, utilities, counties and associations.

Ms. Blankenship has an extensive quantitative background, specializing in bond sizing, budget analysis and development of cash flow models. Ms. Blankenship has experience in building and maintaining hundreds of cash flow models since joining PFM in 2003 and provides cash flow models primarily for the following utilities: water, sewer, stormwater, solid waste, natural gas and electric. She currently updates and maintains approximately 148 customized cash flow models annually for 28 clients.

Prior to joining Public Financial Management, Ms. Blankenship served as a staff accountant for three years with Roth & Company, P.C. in the tax and audit department.

Education

Ms. Blankenship graduated with a BA in accounting from the University of Northern Iowa in Cedar Falls, Iowa in 2000 and is a Certified Public Accountant.

Susanne Gerlach, Senior Managing Consultant

Ms. Susanne Gerlach is a Senior Managing Consultant located in PFM's Des Moines office. Ms. Gerlach joined PFM in August 2006 as a Senior Associate. In July 2009, Ms. Gerlach was promoted to the role of Analyst and in August 2012, Ms. Gerlach was promoted to Senior Managing Consultant. Ms. Gerlach has over nine years of public finance experience.

Experience

Ms. Gerlach currently serves as project manager or co-manager for over thirty clients across the State of Iowa including the cities, school districts and municipal utilities of all size and complexity. Current clients include the Cities of Ames, Ankeny, Bondurant, Carlisle, Carroll, Knoxville, Oskaloosa and West Des Moines; Des Moines Public Schools, Iowa City Community School District and Southeast Polk Community School District; and Spencer Municipal Utilities.

Ms. Gerlach possesses significant expertise in financial feasibility analyses and in building and maintaining multi-year revenue sufficiency and budget forecasting models including water, sewer, storm water, natural gas, solid waste, road use tax, electric and telecommunication enterprise funds as well as for general obligation debt capacity, debt service levy tax analysis, urban renewal (TIF), local options sales tax funds and multiple valuation projections models. Ms. Gerlach currently provides financial planning services to over 20 clients that include updating and maintaining over 100 customized cash flow models.

Education

Ms. Gerlach earned a Bachelor of Arts degree in Marketing with honors from Simpson College located in Indianola, Iowa. Ms. Gerlach currently serves as President of the Simpson College Continuing and Graduate Education Alumni Board of Directors.



PFM Proposal to Provide Municipal Advisory Services

References

Upon the City's request, PFM is agreeable to providing references from other comparable city clients located in the State of Iowa.

Fee Proposal for Municipal advisory Services

For municipal advisor finance consulting services related to financing the Projects, PFM proposes a transaction fee of \$10,000.

Estimated Principal Amount	Proposed Fee
\$950,000	\$10,000

Out-of-Pocket Expenses

PFM expects to be reimbursed for actual costs associated with official statement production, official statement distribution, travel and meals.



Appendix

Exhibit 1: City's General Obligation Debt Capacity Model

- Shows the City's available legal debt capacity
- Includes total general obligation debt outstanding, TIF rebate agreements and other debt subject to the City's debt limit
- Allows the City to set an internal debt capacity utilization target that is something less than the legal debt limit.
 - ✓ 70-80% of the legal limit is a common internal debt limit utilized by cities in Iowa
- Very beneficial tool for cities where the debt limit is a constraint for new projects

Exhibit 2: City's Debt Service Levy Tax Analysis Model

- Multi-year projection model that shows the impact to the debt service levy portion of the City's total tax rate
- Can be used to project impact on tax rate based on CIP
- Can be used to project capacity available for projects within a specific tax rate constraint
- Mirrors the debt service fund
 - ✓ Ties to the Certification of Budget and can be used as a double check during the budget process

Exhibit 3: Projected Structure of General Obligation Bond

- PFM has determined a preliminary structure
 - ✓ Level debt service structure
 - ✓ Matures over 10 years
- Average annual debt service payments of roughly \$105,000
- Maximum debt service levy tax rate of \$0.62 in FY 2017-18

City of University Heights, Iowa
 Projection of G.O. Debt Capacity

EXHIBIT 1

Valuation Growth & Debt Limit Assumptions	
Valuation Growth	0.00%
Legal Debt Limit	5.00%
Effective Limit	70%

Beginning of the Fiscal Year	Current Debt Outstanding					Current G.O Debt Outstanding	Proposed Series 2017	TIF Rebates	TOTAL G.O. DEBT OUTST'NDG	Available Legal Capacity	Available Effective Capacity	Percent Debt/ Legal Debt Limit	Beginning of the Fiscal Year
	100% Valuation	Gross Debt Limit	Effective Debt Limit	Series 2007	Series 2010								
FY 2013-14	107,875,997	5,393,800	3,775,660	117,000		117,000			117,000	5,276,800	3,658,660	2.17%	FY 2013-14
FY 2014-15	110,930,876	5,546,544	3,882,581	89,000		89,000			89,000	5,457,544	3,793,581	1.60%	FY 2014-15
FY 2015-16	111,143,022	5,557,151	3,890,006	60,000		60,000			60,000	5,497,151	3,830,006	1.08%	FY 2015-16
FY 2016-17	123,535,293	6,176,765	4,323,735	30,000		30,000	950,000		980,000	5,196,765	3,343,735	15.87%	FY 2016-17
FY 2017-18	123,535,293	6,176,765	4,323,735				950,000		950,000	5,226,765	3,373,735	15.38%	FY 2017-18
FY 2018-19	123,535,293	6,176,765	4,323,735				865,000		865,000	5,311,765	3,458,735	14.00%	FY 2018-19
FY 2019-20	123,535,293	6,176,765	4,323,735				775,000		775,000	5,401,765	3,548,735	12.55%	FY 2019-20
FY 2020-21	123,535,293	6,176,765	4,323,735				685,000		685,000	5,491,765	3,638,735	11.09%	FY 2020-21
FY 2021-22	123,535,293	6,176,765	4,323,735				595,000		595,000	5,581,765	3,728,735	9.63%	FY 2021-22
FY 2022-23	123,535,293	6,176,765	4,323,735				500,000		500,000	5,676,765	3,823,735	8.09%	FY 2022-23
FY 2023-24	123,535,293	6,176,765	4,323,735				405,000		405,000	5,771,765	3,918,735	6.56%	FY 2023-24
FY 2024-25	123,535,293	6,176,765	4,323,735				305,000		305,000	5,871,765	4,018,735	4.94%	FY 2024-25
FY 2025-26	123,535,293	6,176,765	4,323,735				205,000		205,000	5,971,765	4,118,735	3.32%	FY 2025-26
FY 2026-27	123,535,293	6,176,765	4,323,735				105,000		105,000	6,071,765	4,218,735	1.70%	FY 2026-27
FY 2027-28	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2027-28
FY 2028-29	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2028-29
FY 2029-30	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2029-30
FY 2030-31	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2030-31
FY 2031-32	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2031-32
FY 2032-33	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2031-32
FY 2033-34	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2031-32
FY 2034-35	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2031-32
FY 2035-36	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2031-32
FY 2036-37	123,535,293	6,176,765	4,323,735							6,176,765	4,323,735		FY 2031-32

City of University Heights, Iowa
Financial Planning for Capital Projects
Projection of Tax Levies & Tax Rate Impact

EXHIBIT 2

Tax Valuation Growth	
Growth	2.00%

Tax Rate Impacts	
Tax Impact FY 14-15	\$0.066
Tax Impact FY 15-16	(\$0.1159)
Tax Impact FY 16-17	(\$0.0655)

Fiscal Year Payable	Total Tax Valuation	Valuaton Growth	Current Taxes Levied	Current Tax Rate/ \$1,000	Statement of Le Special Assess.	State Backfill	Other Moneys	Total Revenues	Existing Debt	Proposed 2017 Bonds	Total Outstanding Bonds	Fiscal Fees	Total Uses	Surplus (Deficit)	Beginning Balance	Ending Balance
2012 - 2013																16,652
2013 - 2014	58,721,966		32,684	0.55659			(73)	32,611	32,622		32,622	71	32,693	(81)	16,652	16,571
2014 - 2015	62,258,787	6.02%	38,790	0.62304		123	(6,289)	32,623	32,516		32,516	74	32,590	34	16,571	16,604
2015 - 2016	63,490,973	1.98%	32,201	0.50717		199		32,400	32,370		32,370	30	32,400	(0)	16,604	16,604
2016 - 2017	70,226,225	10.61%	31,019	0.44170		166		31,185	31,185		31,185		31,185	0	16,604	16,604
2017 - 2018	71,630,750	2.00%	44,831	0.62587	62,500			107,331		107,331	107,331		107,331		16,604	16,604
2018 - 2019	73,063,364	2.00%	44,218	0.60519	62,500			106,718		106,718	106,718		106,718		16,604	16,604
2019 - 2020	74,524,632	2.00%	42,904	0.57570	62,500			105,404		105,404	105,404		105,404		16,604	16,604
2020 - 2021	76,015,124	2.00%	41,482	0.54570	62,500			103,982		103,982	103,982		103,982		16,604	16,604
2021 - 2022	77,535,427	2.00%	44,952	0.57975	62,500			107,452		107,452	107,452		107,452		16,604	16,604
2022 - 2023	79,086,135	2.00%	43,232	0.54664	62,500			105,732		105,732	105,732		105,732		16,604	16,604
2023 - 2024	80,667,858	2.00%	46,399	0.57518	62,500			108,899		108,899	108,899		108,899		16,604	16,604
2024 - 2025	82,281,215	2.00%	44,369	0.53923	62,500			106,869		106,869	106,869		106,869		16,604	16,604
2025 - 2026	83,926,840	2.00%	42,239	0.50328	62,500			104,739		104,739	104,739		104,739		16,604	16,604
2026 - 2027	85,605,376	2.00%	44,989	0.52553	62,500			107,489		107,489	107,489		107,489		16,604	16,604
2027 - 2028	87,317,484	2.00%													16,604	16,604
2028 - 2029	89,063,834	2.00%													16,604	16,604
2029 - 2030	90,845,110	2.00%													16,604	16,604
2030 - 2031	92,662,012	2.00%													16,604	16,604
2031 - 2032	94,515,253	2.00%													16,604	16,604
2032 - 2033	96,405,558	2.00%													16,604	16,604
2033 - 2034	98,333,669	2.00%													16,604	16,604
2034 - 2035	100,300,342	2.00%													16,604	16,604
2035 - 2036	102,306,349	2.00%													16,604	16,604

625,000

KEVIN
McCANNA
Chairman

DANIEL
FORBES
President

DAVID
PHILLIPS
Executive VP

RAPHALIATA
McKENZIE
Senior VP

MAGGIE
BURGER
Senior VP

ANTHONY
MICELI
Senior VP

LARRY
BURGER
Vice President

BARBARA
CHEVALIER
Vice President

MARK
JERETINA
Vice President

Date

Name
Title
Municipal
Address
City,State,Zip

Re: [Client]
[Project or Issue Name; e.g. "Issuance of General Obligation Bonds [or "Securities" if we don't know the security yet]" to Finance a Portion of the Costs of a New Police Station" or "Issuance of General Obligation Bonds to Refund the [Client]'s Outstanding General Obligation Bonds, Series 2016"]

Dear _____:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to [Client] (the "Client") for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the "Bonds"). You advised us that the purpose of the issuance of the Bonds, briefly stated, is to provide for [capital improvements/refunding general description] (the "Project").

Speer has an existing agreement with the Client (the "Contract"). Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the issuance of the Bonds. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as conflict disclosures and specification of services, but does not change any of the business terms in the Contract.

Services. Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

Term and Termination. Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30), Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

Compensation. The Speer compensation set forth below is the same as previously provided in the Contract. As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

Municipal Advisory Fee: **\$5,200 plus 3/10 of 1% (or \$3 per \$1,000) of Municipal Securities issued in excess of \$1,000,000.**

Municipal Advisory Fee: **\$5,900 plus 3/10 of 1% (or \$3 per \$1,000) of Revenue or Refunding Municipal Securities issued in excess of \$1,000,000.**

This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

Representations of Client. The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

Disclosure of Conflicts of Interest. Set forth in the attached **Exhibit D** is a disclosure by Speer of its conflicts of interest, if any. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By: _____
Maggie Burger
Sr. Vice President

EXHIBIT A

**SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR
THE CITY**

Financial Planning Services

1. *Orientation*: Reviewing the Client’s current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
2. *Coordination*: Coordinating financial planning and issuance details with the Client’s staff, bond counsel, paying agents, rating agencies and other transaction participants.
3. *Consultation*: Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan.
4. *Public Relations*: Responding to inquiries from the general public or news media relating to municipal issuance related matters.
5. *Planning*: Developing a debt financing plan that includes all or some of the following:
 - a. Maturity Schedules - Alternative maturity schedules relating to the financing. These schedules may “wrap” around existing debt to provide stable tax rates, level debt service payments, or meet other policy or cash flow requirements as may be requested by the Client.
 - b. Market Receptivity - An evaluation of potential market receptivity for each debt issuance and recommend the most suitable sale option.
 - c. Tax Law - Consultation with bond counsel as to the ramifications of Federal tax law on the financing plan.
 - d. Credit Rating and/or Insurance - A costs and benefits analysis regarding whether to obtain any available credit enhancements and/or a credit ratings.
 - e. Competitive and Negotiated Sale of Debt Securities - An analysis and corresponding recommendation regarding the method of sale to be used in connection with the financing plan.
 - f. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

Competitive Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document, Notice of Sale and Bid Form:*
 - a. Preparation of Documents - Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project. The Disclosure Document will describe the securities being issued and will contain detailed information provided by the Client and bond counsel.
 - b. Notice of Sale Publication - Notify certain prospective purchasers of the sale and prepare, as necessary, a Notice of Sale.
 - c. Encouragement to Bidders - Circulate the preliminary Disclosure Document to certain potential purchasers, including as appropriate, investment institutions, banks and underwriters, to solicit bids from such firms for the Client's securities. Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.
 - d. Bid Opening, Analysis and Recommendations - Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
4. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including monitoring the preparation, registration and delivery of the securities being issued.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

Negotiated Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document and Proposals:-*

- a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.
 - b. Proposal Analysis and Recommendations - Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
4. *Negotiation of Terms* - Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.
 5. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
 6. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

SAMPLE

EXHIBIT B

LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A**. Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
7. Verifying the accuracy of audited and unaudited financial statements.
8. Giving advice on the investment of securities proceeds.
9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
10. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

EXHIBIT C

OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

EXHIBIT D

DISCLOSURE OF CONFLICTS OF INTEREST

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires Speer, as a Municipal Advisor, to provide written disclosure to the Client about the actual or potential conflicts of interest presented by various forms of compensation. Speer must provide this disclosure unless the Client has required that a particular form of compensation be used.

The forms of compensation for Municipal Advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for a Municipal Advisor to recommend one course of action over another if it is more beneficial to the Municipal Advisor to do so. This exhibit discusses various forms of compensation and the timing of payments to a Municipal Advisor.

Fixed Fee. Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Municipal Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Municipal Advisor may suffer a loss. Thus, the Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly Fee. Under an hourly fee form of compensation, the Municipal Advisor is paid an amount equal to the number of hours worked by the Municipal Advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee Contingent upon the Completion of a Financing or Other Transaction. Under a contingent fee form of compensation, payment of a Municipal Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, a Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee Paid under a Retainer Agreement. Under a retainer agreement, fees are paid to a Municipal Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee Based upon Principal or Notional Amount and Term of Transaction. Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the Municipal Advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the Municipal Advisor's compensation.

OTHER MATERIAL CONFLICTS OF INTEREST

The MSRB requires Speer, as a Municipal Advisor, to provide written disclosure to the Client about material conflicts of interest, if any.

As of the date of this Engagement Letter, Speer is unaware of any material conflicts of interest.

SAMPLE

FINANCIAL SERVICES AGREEMENT

THIS FINANCIAL SERVICES AGREEMENT (the “Agreement”) between the City of University Heights, Johnson County, Iowa (“Client”) and Speer Financial, Inc., Chicago, Illinois (“Speer”) is entered into as of the date of execution (the “Effective Date”).

WHEREAS, Speer is a consulting firm specializing in municipal finance related matters (the “Business”);

WHEREAS, Client desires to retain the services of Speer to provide certain services relative to the Business and Speer wishes to provide such services to Client;

WHEREAS, Client is a Municipal Entity and Speer is a Municipal Advisor as such terms are defined within the Securities Exchange Act of 1934, as amended; and

NOW THEREFOR, the parties agree as follows:

1. Services.

(a) Municipal Advisor Services. Speer agrees to provide certain services to Client as a Municipal Advisor (“Municipal Advisor Services”) upon receipt of a request from Client for such services (“Project Request”). Speer may provide any or all of the Municipal Advisor Services set forth on **Exhibit A** hereto, or as otherwise may be requested by Client from time to time. Upon the receipt of a Project Request for Municipal Advisor Services, Speer and Client shall determine a mutually agreed upon scope of Speer’s engagement to provide such services (“Municipal Advisor Engagement”). Any agreement related to the Municipal Advisor Engagement shall be memorialized by way of an engagement letter issued by Speer to Client (“Engagement Letter”). Any such Engagement Letter shall contain a description of the subject matter of the financing to be completed (the “Project”) as well as the list of Municipal Advisor Services to be provided by Speer in connection with such Project to the extent that the Municipal Advisor Services to be provided by Speer in connection with the Project shall differ from those contained with **Exhibit A** hereto. Client agrees and acknowledges that in no event shall this Agreement be construed as having authorized Speer to commence a Municipal Advisor Engagement absent the parties’ acknowledgement of a corresponding Engagement Letter.

(b) Authorization. Client hereby authorizes its **CITY CLERK/MAYOR** to discuss with Speer the terms of any Engagement Letter, and authorizes **CITY CLERK/MAYOR** to acknowledge any such Engagement Letter on behalf of Client, as well as any additional disclosures of Speer that may be contained therein.

2. Term and Termination.

(a) The Agreement. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party. Notwithstanding anything to the contrary contained herein, termination of this Agreement shall automatically terminate any Municipal Advisor Engagement then in effect.

(b) The Municipal Advisor Engagement. Once effective, a Municipal Advisor Engagement shall remain in effect until the earlier of (i) the Project is completed and Speer has received compensation for its services, or (ii) the Municipal Advisor Engagement is terminated by either party upon (30) days prior written notice to the other party. In the event that any Municipal Advisor Engagement is terminated prior to the completion of the Project, Speer reserves the right to assess fees for any work performed pursuant to any then outstanding Engagement Letter based upon the product of actual hours spent on the Project by Speer *multiplied* by a rate for Municipal Advisor Services of \$250.00 per hour.

3. **Compensation.** As compensation for Speer's provision of Municipal Advisor Services, Speer shall receive a fee in accordance with **Exhibit B** attached hereto and incorporated herein by reference, unless otherwise agreed to by the parties in writing. Client shall be responsible for all out-of-pocket expenses incurred by Speer relative to any Municipal Advisor Engagement, including, but not limited to, internet bidding fees, good faith deposit bank fees, delivery charges (postage, express mail, fax services), publication/printing fees (printing of official statements, notices of sale, bid forms, report duplication, and securities) CUSIP fees, registration/paying agent fees, and other transaction costs. Out-of-pocket expenses may include payments to Speer for verification, internet sale administration, and SLG-application services. Speer shall not be liable for professional fees or other securities related costs, including, but not limited to, professional services (attorney, bond counsel, architect, verification agent, engineer and auditor services), and credit enhancements (e.g., rating, insurance and letters of credit).

4. **Billing Statement.** Client will receive an invoice from Speer for the Municipal Advisor Services provided in connection with any Municipal Advisor Engagement and upon the terms and conditions contained within the corresponding Engagement Letter. Any invoice received by Client shall be due and payable within thirty (30) days of the invoice date. Any balance that remains outstanding in excess of ninety (90) days shall be subject to a financing charge to be computed at a rate of 12% per annum, or the maximum rate allowable under Iowa law.

5. **Representations of Client.** Client represents and warrants that any information provided to Speer in connection with any Municipal Advisor Engagement shall be factual and not misleading, including, but not limited to, any information contained within any financial statements, budgets, or other relevant documents. Client further agrees to not intentionally omit any material information relevant to Speer's provision of services.

6. **Integration and Amendment.** This Agreement constitutes and expresses the entire agreement of the parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the parties.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of Iowa without regard to its choice of law principles. Any suit or legal proceeding brought pursuant to or otherwise arising out of this Agreement or the performance thereof will be brought solely in the County of Black Hawk, Iowa.

8. **Dodd-Frank Compliance.** Speer is a registered municipal advisor in good standing with both the SEC (#867-00043) and the MSRB (#K0162).

9. **Disclosure of Conflicts of Interest.** Client acknowledges that it has received the disclosures set forth on **Exhibit C** attached hereto and incorporated herein by reference. Client further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Speer and independent counsel and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. Client hereby waives all such conflicts and authorizes Speer to provide services pursuant to any Municipal Advisor Engagement and in accordance with this Agreement. From time to time, Speer may provide additional disclosures to Client. In this regard, Client hereby authorizes its **CITY CLERK/MAYOR** to acknowledge any such additional disclosures on behalf of Client.

10. **Counterparts.** This Agreement may be executed in any number of counterparts via facsimile or other electronic transmission, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

11. **Headings.** All headings or captions used herein are for the convenience of reference only and shall not affect the meaning, construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

**CITY OF UNIVERSITY HEIGHTS
JOHNSON COUNTY, IOWA**

By: _____

Name: _____

Title: _____

Date: _____

SPEER FINANCIAL, INC.

By: Maggie Burger

Name: Maggie Burger

Title: Sr. Vice President

Date: June 7, 2016

EXHIBIT A
MUNICIPAL ADVISOR SERVICES

Speer provides a wide range of Municipal Advisory Services to its Clients, which will depend upon the scope of Speer's engagement, and the type of securities issuance and/or project to be completed.

PRE-ISSUANCE & ISSUANCE SERVICES

A. Financial Planning Services

In preparation of an issuance of securities, Speer's services may consist of some or all of the following:

- (1) **Orientation.** Reviewing our Clients' current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
- (2) **Coordination.** Coordinating financial planning and issuance details with our Clients' staff, bond counsel, printers, rating agencies and other transaction participants.
- (3) **Consultation.** Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan.
- (4) **Public Relations.** Responding to inquiries from the general public or news media relating to municipal issuance related matters.
- (5) **Planning.** Developing a debt financing plan that includes all or some of the following:
 - a. **Maturity Schedules.** Alternative maturity schedules relating to the financing. These schedules may "wrap" around existing debt to provide stable tax rates, level debt services payments, or meet other policy or cash flow requirements as may be requested by our Clients.
 - b. **Market Receptivity.** An evaluation of potential market receptivity for each debt issuance and recommend the most suitable sale option.
 - c. **Tax Law.** An evaluation of the ramifications of Federal tax law, or as set forth by bond counsel, on the financing plan to maximize any cost savings that may be available to the Client.
 - d. **Security Registrar and Paying Agent.** A comparison of security registrar and/or paying agent fees and make recommendations for the selection of such parties based upon our Clients' selection criteria.
 - e. **Credit Rating and/or Insurance.** A costs and benefits analysis regarding whether to obtain any available credit enhancements and/or a credit rating(s). Speer shall recommend a course of action based upon its evaluation of such analysis.
 - f. **Competitive and Negotiated Sale of Debt Securities.** An analysis and corresponding recommendation regarding the method of sale to be used in connection with the financing plan.
 - g. **Financing Timeline.** A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

B. Competitive Sale Services

To facilitate the competitive sale of the Client's securities issuance, Speer's services may include any or all of the following:

- (1) Authorizing Resolutions/Ordinances.** Assist our Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
- (2) Credit Rating and/or Insurance.** When applying for a credit rating and/or bond issuance, Speer will submit the necessary data and documents to the appropriate entities, and arrange for the presentation of materials to the selected credit rating agency and/or insurance company(ies).
- (3) Official Statement, Notice of Sale and Bid Form.**
 - a. Preparation of Documents. Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a, "Disclosure Document"), Notice of Sale and Bid Form. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project. The Disclosure Document will describe the securities being issued and will contain detailed information provided by the Client and bond counsel as is necessary to permit prospective purchasers to make intelligent judgments.
 - b. Notice of Sale Publication. Notify prospective purchasers of the sale without cost to the Client and prepare, as necessary, a Notice of Sale.
 - c. Encouragement to Bidders. Circulate the preliminary Disclosure Document to our appropriate list of potential purchasers, including, investment institutions, banks and underwriters, to solicit bids from such firms for the Clients' securities. Make contact with underwriters to induce formation of bidding groups and, generally, undertake these activities in order to generate bids. Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to our Clients for distribution to local banks and elected officials.
 - d. Bid Opening, Analysis and Recommendations. Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
- (4) Preparation, Registration and Delivery of Securities.** Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
- (5) Debt Service Schedule.** Provide the Client with a final debt service schedule and other materials pertinent to the securities sale.

C. Negotiated Sale Services

To facilitate the sale of the Client's securities issuance, Speer's services may include any or all of the following:

- (1) **Authorizing Resolutions/Ordinances.** Assist our Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
- (2) **Credit Rating and/or Insurance.** When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the appropriate entities, and arrange for the presentation of materials to the selected credit rating agency(ies) and/or insurance company(ies).
- (3) **Official Statement & Proposals.**
 - a. Preparation of Documents. Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ), and, following the award of the securities, the final Disclosure Document.
 - b. Proposal Analysis and Recommendations. Review and examine the proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
- (4) **Negotiation of Terms.** Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.
- (5) **Preparation, Registration and Delivery of Securities.** Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
- (6) **Debt Service Schedule.** Provide the Client with a final debt service schedule and other materials pertinent to the securities sale.

POST-ISSUANCE AND NON-ISSUANCE RELATED SERVICES

A. Continuing Disclosure Services

Following most securities issuances, municipal entities will have certain continuing disclosure obligations, which require issuers to prepare and file an "Annual Financial Update". Information contained in any such Annual Financial Update shall be the type required in subsection (b)(5)(i)(A) of Securities and Exchange Commission Rule 15c2-12 (Rule 15c2-12). In connection with any such Annual Financial Update, Speer is available to provide any or all of the following services:

- (1) **Annual Financial Update.** Compile necessary information relative to and from the Client and, thereafter, prepare the Annual Financial Update for filing with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) data repository.
- (2) **Dissemination Agent.** File with EMMA the Annual Financial Update on behalf of our Clients.

- (3) **Material Events Notice.** Upon receiving notice and direction from Client with respect to any events that may be considered a material event for purposes of Rule 15c2-12, prepare and file with EMMA a Material Events Notice.
- (4) **Disclosure Review.** Review prior disclosures to ensure compliance with any then applicable rules and regulations. Following any such review in which potential disclosure violations are discovered, Speer will provide the Client with a recommendation relative to remedying any such violations, and, upon request of the Client, prepare and file any necessary supplementary disclosures with EMMA in order to remedy any such violation.

B. Non-Issuance Consulting Services

Certain Municipal Advisory Services which may not result in the issuance of indebtedness are occasionally needed by the Client. Speer is available to provide such services, which may include any or all of the following:

- (1) Rate Studies;
- (2) Tables and schedules for Client's audit;
- (3) Client internal financial analyses unrelated to municipal securities;
- (4) Referendum consulting services;
- (5) Parity or Coverage Certificates;
- (6) Tax Increment Financing (TIF) Analysis/Reporting; and
- (7) State Revolving Fund (SRF) Consulting.

EXHIBIT B
FEE SCHEDULE

A. Pre-Issuance & Issuance Services

Fees in connection with any Pre-Issuance and Issuance Services rendered, regardless of sale method, shall be based upon the par amount of the securities issued, calculated as follows:

<u>Municipal Advisory Fee:</u>	\$5,200 for the first \$1,000,000, plus 3/10 of 1% (or \$3 per \$1,000) of Municipal Securities issued in excess of \$1,000,000.
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<u>Municipal Advisory Fee:</u>	\$5,900 for the first \$1,000,000, plus 3/10 of 1% (or \$3 per \$1,000) of Revenue or Refunding Municipal Securities issued in excess of \$1,000,000.
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Except as otherwise provided in this Agreement, Pre-Issuance and Issuance Services fees shall be contingent on the sale of the Client's securities.

B. Post-Issuance Services (Continuing Disclosure Services)

Fees in connection with any Post-Issuance Municipal Advisor Services rendered shall be provided at the following hourly rates:

Municipal Advisor Personnel:	\$95/hour
Administrative Personnel:	\$50/hour

Speer will also charge \$100 for each filing made by it in accordance with SEC Rule 15c2-12, including any filing made with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) system. Notwithstanding the foregoing, fees incurred by Client for Post-Issuance Municipal Advisor Services shall be capped at \$1,000 calendar year.

C. Non-Issuance Services

Fees in connection with any Non-Issuance Services rendered shall be provided at the following not to exceed hourly rates:

Municipal Advisor Personnel:	\$100/hour
Administrative Personnel:	\$50/hour

* * *

Notwithstanding anything to the contrary contained in this Exhibit B, fees for any services provided pursuant to this Agreement shall not include out-of-pocket expenditures as described more fully under Section 3 of this Agreement.

EXHIBIT C
DISCLOSURE OF CONFLICTS OF INTEREST

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of compensation; potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

OTHER MATERIAL CONFLICTS OF INTEREST

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Agreement.

As of the date of this agreement, Speer is unaware of any material conflicts of interest.

IOWA REFERENCES

CITY OF ALBURNETT

Contact: Ms. Sharon Robertson, City Clerk
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Alburnett, IA 52202-0326
(319) 842-2692

CITY OF ANAMOSA

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Anamosa, IA 52205
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CITY OF APLINGTON

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(319) 347-2425

CITY OF BAXTER

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(641) 227-3120

CITY OF BOONE

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CITY OF BRITT

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(641) 437-4339

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CITY OF CLERMONT

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CITY OF COIN

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CITY OF DELHI

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CITY OF DYSART

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CITY OF EAGLE GROVE

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CITY OF ELGIN

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CITY OF ELK RUN HEIGHTS

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CITY OF EVANSDALE

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525 Vanderbilt Street
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CITY OF FARLEY

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CITY OF GARRISON

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CITY OF GILBERT

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CITY OF GILBERTVILLE

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CITY OF HARRIS

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CITY OF HAWKEYE

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CITY OF HAZELTON

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CITY OF HOPKINTON

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CITY OF HUBBARD

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Hubbard, IA 50122-0265
(641) 864-3187

CITY OF HUDSON

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CITY OF INDEPENDENCE

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331 First Street E
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CITY OF JANESVILLE

Contact: Ms. Christine Murley, City Clerk
227 Main Street
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CITY OF KEOSAUQUA

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804 1st Street, P.O. Box 555
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309 E Broadway Avenue
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CITY OF LANSING

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BENTON COUNTY

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111 East 4th St.
Vinton, IA 52349
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BLACK HAWK COUNTY

Contact: Mr. Grant Veeder, Auditor
316 E 5th Street
Waterloo, IA 50703
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BREMER COUNTY

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Waverly, IA 50677
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BUTLER COUNTY

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CEDAR COUNTY

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400 Cedar Street
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CLINTON COUNTY

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GRUNDY COUNTY

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LINN COUNTY

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LYON COUNTY

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PAGE COUNTY

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Clarinda, IA 51632
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OSCEOLA COUNTY

Contact: Ms. Barbara Echter, Auditor
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Sibley, IA 51249
(712) 754-2241

POTTAWATTAMIE COUNTY

Contact: Ms. Marilyn Drake, County Auditor
227 S. 6th St.
Council Bluffs, IA 51501
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UNION COUNTY

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HAWKEYE COMMUNITY COLLEGE

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INDIAN HILLS COMMUNITY COLLEGE

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Chief Financial Officer
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IOWA CENTRAL COMMUNITY COLLEGE

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Vice President of Business Affairs
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IOWA LAKES COMMUNITY COLLEGE

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Vice President of Administration
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IOWA REFERENCES

IOWA VALLEY COMMUNITY COLLEGE

Contact: Ms. Kathleen Pink
Vice Chancellor of District Finance
3702 South Center Street
Marshalltown, IA 50158
(641) 844-5539

NORTHWEST IOWA COMMUNITY COLLEGE

Contact: Mr. Mark Brown
Vice President, Operations & Finance
603 West Park Street
Sheldon, IA 51201
(712) 324-5066

SOUTHEASTERN COMMUNITY COLLEGE

Contact: Mr. Kevin Carr
Vice President, Adm. Services
1500 W Agency Rd., PO Box 180
West Burlington, IA 52655-0180
(319) 752-2731

SOUTHWESTERN COMMUNITY COLLEGE

Contact: Mr. Randy Cook
Chief Financial Officer
1501 W. Townline St.
Creston, IA 50801
(641) 782-1336

WESTERN IOWA TECH COMMUNITY COLLEGE

Contact: Mr. Troy A. Jasman
Vice President of Finance
and Adm Services
P.O. Box 5199
Sioux City, IA 51102-5199
(712) 274-6400

AGWSR COMMUNITY SCHOOL DISTRICT

Contact: Mr. Marty Jimmerson, Superintendent
511 State Street
Ackley, IA 50601
(641) 847-2611

CEDAR FALLS COMMUNITY SCHOOL DISTRICT

Contact: Mr. Doug Nefzger
Director of Business Affairs
1002 W 1st St
Cedar Falls, IA 50613
(319) 277-8800

DUNKERTON COMMUNITY SCHOOL DISTRICT

Contact: Mr. Jim Stanton, Superintendent
509 S. Canfield Rd.
Dunkerton, IA 50626
(319) 822-4295

JANESVILLE CONSOLIDATED SCHOOL DISTRICT

Contact: Mr. BJ Meaney, Superintendent
P.O. Box 478
Janesville, IA 50647-0478
(319) 987-2581

MAQUOKETA VALLEY COMMUNITY SCHOOL DISTRICT

Contact: Mr. Douglas Tuetken, Superintendent
P.O. Box 186
Delhi, Iowa 52223-0186
(563) 922-2091

MASON CITY COMMUNITY SCHOOL DISTRICT

Contact: Mr. John Berg
Business Manager/Board Secretary
1515 S. Pennsylvania Ave.
Mason City, IA 50401
(641) 421-4400

NASHUA-PLAINFIELD COMMUNITY SCHOOL DISTRICT

Contact: Mr. Randy Strabla, Superintendent
612 Greeley Street
Nashua, IA 50658
(641) 435-4835

NORTH FAYETTE VALLEY COMMUNITY SCHOOL DISTRICT

Contact: Mr. Duane Willhite, Superintendent
PO Box 73
West Union, IA 52175-0073
(563) 422-3851

TRIPOLI COMMUNITY SCHOOL DISTRICT

Contact: Mr. Troy Heller, Superintendent
209 8th Ave SW
Tripoli, IA 50676
(319) 882-4202

UNION COMMUNITY SCHOOL DISTRICT

Contact: Mr. Neil Mullen, Superintendent
200 Adams St.
La Porte City, IA 50651-1143
(319) 342-2674

WAVERLY-SHELL ROCK COMMUNITY SCHOOL DISTRICT

Contact: Mr. Michael Kalvig, Bus. Manager
1415 4th Ave. S.W.
Waverly, IA 50677-2821
(319) 352-3630

IOWA REFERENCES

WESTERN DUBUQUE COMMUNITY SCHOOL DISTRICT

Contact: Mr. Mark Frasher
Business Manager
P.O. Box 279
Farley, IA 52046-0279
(563) 744-3885

ADAIR COUNTY SANITARY LANDFILL AND RECYCLING CENTER

Contact: Director
1645 State Hwy #25
Menlo, IA 50164-8023
(641) 743-8343

COGGON MUNICIPAL LIGHT PLANT

Contact: Board Chairperson
PO Box 80
Coggon, IA 52218
(319) 435-2436

DES MOINES WATER WORKS

Contact: Ms. Peggy Freese, Director of Finance
2201 George Flagg Parkway
Des Moines, IA 50321
(515) 283-8748

EVANSDALE WATER WORKS

Contact: Ms. Sandy Clements, Office Mgr.
123 N. Evans Rd.
Evansdale, IA 50707
(319) 232-6683

FREMONT COUNTY LANDFILL

Contact: Mr. Dusty VanRenan, General Mgr.
2879 250th Street
Sidney, IA 51652
(712) 374-3087

GRUNDY CENTER UTILITIES

Contact: Mr. Jeff Carson, General Manager
PO Box 307
Grundy Center, IA 50638
(319) 824-5207

LA PORTE CITY UTILITIES

Contact: Ms. Kathy Strubel, Office Manager
403 Main Street
La Porte City, IA 50651-1234
(319) 342-3396

PAGE COUNTY LANDFILL ASSOCIATION

Contact: Mr. Myron Magwitz, Manager
2032 N Ave
Clarinda, IA 51632
(712) 542-4215

RURAL IOWA WASTE MANAGEMENT

Contact: Mr. Dan Aastrup, Director
20488 M Ave
Eldora, IA 50627
(515) 858-5808

WATERLOO WATER WORKS

Contact: Mr. Dennis Clark, General Manager
P.O. Box 27
Waterloo, IA 50704
(319) 232-6280

WEST DES MOINES WATER WORKS

Contact: Ms. Diana Wilson, General Manager
P.O. Box 65610
West Des Moines, IA 50265
(515) 222-3510

June '16 – City Attorney's Report

1. OUP – Independent Financial Consultant.

- Background.
 - At the regular meeting May 10, 2016, the Council directed Staff to inquire into options for the City to borrow money to pay for the OUP street improvements (left-turn lane off Melrose Avenue, realignment of Melrose Avenue-Sunset Street intersection, relocation and burying of utility lines) and receiving reimbursement from the OUP property by way of voluntary special assessment.
 - At the special meeting May 23, 2016, the Council set public hearings on possible general obligation (GO) borrowing for the OUP street improvements and the community space acquisition.
 - The Council directed Staff to inquire into different possible funding mechanisms for both items.

- Proposals from Consultants.
 - The City's bond counsel recommended that the City engage the services of an independent municipal financial consultant to assist the City in determining the most efficient and prudent way to accomplish the borrowing for the OUP street improvements and community space acquisition.
 - As an "independent" financial consultant, the consultant will be working only on behalf of the City to determine the best financial arrangement, not on behalf of prospective bond holders (buyers) or others to place bonds or arrange other financing.
 - Bond counsel provided names of 3 independent consultants with offices in Iowa – Independent Public Advisors (Des Moines); Public Financial Management (Des Moines); and Speer Financial, Inc. (Waterloo).
 - I described the City's needs for consulting, then sent requests for proposals to each of the 3 independent consultants.
 - Each provided a proposal, and Mayor Heitman and Council Member Lane will be meeting with them before the June Council meeting, with the goal of recommending that the Council engage a consultant.
 - The costs associated with engaging the consultant will be reimbursed to the City by the OUP developer and/or property.

- Council Action.
 - The Council will consider Resolution No. 16-33 authorizing the Mayor to sign an engagement with one of the consultants. At the time I am preparing this report, I do not know which consultant will be recommended to or selected by the Council, so the Resolution is rather generic.
 - Resolution No. 16-33 is attached.

2. **OUP – Financing – Possible GO Borrowing.**

- As noted, the Council previously set 2 hearings on possible GO borrowing. Those hearings – one concerning OUP street improvements, the other concerning community space acquisition – will be held at the start of the Council meeting June 14, 2016.
- The Council will consider Resolution No. 16-34, which permits (but does not require) the Council to move forward with GO borrowing if the Council determines such borrowing is the most prudent financing mechanism.
- The Resolution does not obligate or commit the City to GO borrowing; rather, it sets the stage for the Council to take that action as early as the July 2016 meeting, if the Council desires to do so.
- Of course, if the Council engages an independent financial consultant, then the Council will have the benefit of the consultant’s advice and recommendations concerning financing before taking further action – including whether GO financing is the City’s best option.
- Resolution No. 16-34 is attached.

3. **OUP – Voluntary Special Assessment to Pay for Street Improvements.** As noted, the Council previously decided that the City would be reimbursed for the costs of the OUP street improvements by the OUP property by way of a voluntary special assessment.

- The Council will consider Resolution No. 16-35, which approves a “petition, contract, and waiver” that is being finalized by the City’s bond counsel. I will send it to the Mayor, Council, and Staff as soon as I receive it.
- The document is the first step (there will be several) in assessing the costs of the OUP street improvements to the OUP property.
- (Regardless of how the City finances the street improvements (GO financing, private bank loan, etc.), the City’s repayment will be fueled by the voluntary special assessment.)
- Resolution No. 16-35 is attached.

4. **Agreement with Johnson County for SEATS Services.** The Council will consider Resolution No. 16-36 authorizing the Mayor to sign the renewal of the 28E Agreement with Johnson County for SEATS services for FY17 (July 1, 2016 – June 30, 2107).

- The current Agreement requires the City to pay \$8,443.92 (\$703.66 per month) annually for SEATS services and entitles University Heights residents

to unlimited SEATS rides. Those terms were nearly identical in FY14 and FY15.

- The proposed FY17 Agreement requires the City to pay \$25.00 per ride.
- The reason for the change is that the City pays less on the per ride basis, taking historical ridership data into account.
- Here are ridership data for the past 7 fiscal years, all of which were governed by fixed-rate agreements (also included is the amount the City would have paid on a \$25.00 per ride basis):
 - FY16 21 YTD through May 31 (\$525.00)
 - FY15 53 (\$1,325.00)
 - FY14 82 (\$2,050.00)
 - FY13 148 (\$3,700.00)
 - FY12 196 (\$4,900.00)
 - FY11 200 (\$5,000.00)
 - FY10 267 (\$6,675.00)
- Ridership has trended downward during the past 7 fiscal years, but even at its peak in FY10, the City would be better with a contract calling for payment of \$25.00 per ride than a fixed rate of \$8,443.92.
- Other terms remain the same. Resolution No. 16-36 and the proposed Agreement are attached.

5. **Agreement for Sensitive Areas Mapping.** The Zoning Commission and the Council itself have discussed “sensitive areas” in the City in various contexts the past few years.

- The Commission is presently looking at this issue and related matters to determine whether to propose further sensitive areas regulations or other measures to assist Staff in enforcing such regulations
- Coincidentally, the City of Coralville recently engaged the services of a consultant to produce a map of sensitive areas there. The Commission arranged to “piggyback” onto this effort and engage the consultant to produce a similar map for University Heights.
- All of this was discussed at the regular meeting in May.
- The consultant, Emmons & Oliver Resources, Inc. proposes to produce a sensitive areas map for the City at a cost not to exceed \$1,800.00.
- The Zoning Commission requests that the City approve this expenditure.

- The Council will consider Resolution No. 16-37 authorizing the Mayor to sign and the Clerk to attest a contract with Emmons & Oliver Resources, Inc. to produce a sensitive areas map for the City at a cost not to exceed \$1,800.00.
 - Resolution No. 16-37 and the proposed contract are attached. (n.b. – the typo reference to “Storm Lake” on page 2 of the contract will be corrected.)
6. **OUP – 2 Condominium Regimes – Compliance with City Agreements**. As reported several times in recent months, 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). The financing considerations outlined above regarding OUP street improvements and acquisition of community space will require amendment to the PUD Development Agreement and TIF Development Agreement. For this reason, and to permit the Council to consider required amendments together, no action will be taken in June to harmonize existing agreements with the OUP development proceeding as 2 condominium regimes.
7. **My Availability**. I will be out of the office starting June 20, returning July 11, which is the day before the July Council meeting. I will be backpacking in New Mexico with a group of Boy Scouts until July 3, so I won't have access to email, mobile phone, etc. Prayers are appreciated. Coincidentally, we have a family wedding in Colorado the following weekend; I've never been away from the office for that long, but I am assured the sun will continue to rise. I'll be back on the grid July 3, so please call or email then if you would like. If you need anything in my absence, contact my assistant, Tim Martin (319-338-7551; martin@lefflaw.com).

RESOLUTION NO. 16-36

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THE FY2017 AGREEMENT BETWEEN JOHNSON COUNTY, IOWA AND THE CITY OF UNIVERSITY HEIGHTS, IOWA FOR THE PROVISION OF PARATRANSIT SERVICE WITHIN THE COPROPRATE LIMITS OF UNIVERSITY HEIGHTS

WHEREAS, Chapter 28E, Code of Iowa (2015), provides, in substance, that any power which may be exercised by a public agency of this state may be exercised jointly with another public agency having such power; and

WHEREAS, it is in the mutual interest of Johnson County, Iowa and the City of University Heights, Iowa to encourage the use of public transit by residents of University Heights; and

WHEREAS, the parties have negotiated a contract at a per ride fee of \$25.00 for the provision of paratransit service in FY2017, a copy of which is attached as Exhibit "A" and incorporated herein ("the Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, IOWA as follows:

1. The attached Exhibit "A", FY2017 28E Agreement for paratransit services between Johnson County, Iowa and the City of University Heights, Iowa is hereby approved, and the Mayor of the City of University Heights, Iowa is hereby authorized to execute and the City Clerk to attest in duplicate the Agreement on behalf of the City of University Heights, Iowa.
2. The County Auditor is directed to file a copy of the Agreement with the Secretary of the State of Iowa and the Johnson County Recorder, as required by Iowa Code Chapter 28E.

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 14th day of June, 2016.

Weldon E. Heitman (Wally), MAYOR

ATTEST: _____
Christine M. Anderson, CITY CLERK

UH - Resolution 16-36 authorizing execution of SEATS agrmt 06 14 16

28E Agreement for Paratransit Service Between the City of University Heights and Johnson County for the Period of July 1, 2016 through June 30, 2017

This Agreement is made and entered into by and between the City of University Heights, Iowa (hereinafter referred to as "the City") and Johnson County, Iowa (hereinafter referred to as "the County").

Scope of Services, Purposes and Objectives

The County shall provide to the City through Johnson County SEATS paratransit service consistent with the Americans with Disabilities Act and the policies of the Metropolitan Planning Organization of Johnson County complementary paratransit plan.

General Powers, Responsibilities and Rights

1. Paratransit service shall include any paratransit trips originating or ending within the corporate limits of the City of University Heights, unless said trip originated from North Liberty or is considered a Johnson County trip. A Johnson County trip shall include any trip taken by a resident of Johnson County who does not live in Iowa City, Coralville, North Liberty or University Heights; any trip that starts or ends within Johnson County but outside of Iowa City, Coralville, North Liberty or University Heights; and any trip taken that is paid for pursuant to the County's contract with Pathways.
2. Paratransit service shall be available throughout the same hours and days as fixed route service for the City. The City shall inform the County of any modification in hours of its fixed route service at least 30 days prior to any change in the hours of its fixed route service. The paratransit service shall operate on a holiday schedule consistent with the holidays of the City's fixed route service.
3. Paratransit service shall be operated as a door-to-door service. Service will be in compliance with the "SEATS Riders Guide" as amended.
4. The paratransit service shall be operated with a fare which shall be twice the fixed route fare for Iowa City Transit. Paratransit fares collected shall be retained by the County.
5. The City will make determinations of rider eligibility based upon an ADA certification process. Johnson County SEATS shall notify the City of a request for ADA certification on a weekly basis. It shall be the City's responsibility to notify Johnson County SEATS as to whether the applicant is ADA eligible. Priority for paratransit service will be given to persons certified under the ADA.
6. Johnson County SEATS shall maintain reporting statistics required by the Federal Transit Administration National Transit Database (formerly Federal Section 15 system). In addition Johnson County SEATS shall provide a management information system consisting of information for each trip provided. If the City

requests additional reports, the County will provide them at its cost to prepare them.

7. Johnson County SEATS shall comply with the Federal Transit Administration Drug and Alcohol testing requirements and shall be responsible for any and all costs associated with said drug and alcohol testing requirements. Johnson County SEATS shall comply with any other requirements of the Federal Transit Administration. Johnson County SEATS employees shall have all commercial drivers licenses required by law. Due to the possibility of federal capital assistance, Exhibit "A" is attached and incorporated by this reference.

Each party agrees to release, indemnify and hold the other party, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, the other party by reason of any loss or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by the party or its servants, employees or agents of any covenant or condition of this Agreement or by any act or failure to act of those persons. The County shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the County's control.

Duration, Compensation and Termination

1. The term of this Agreement shall commence on July 1, 2016 and continue for one year though and including June 30, 2017.
2. The City agrees to pay the County at a per ride fee of \$25.00 for the provision of paratransit service in FY2017. Ride fees will be billed monthly and shall be due on or before the 15th of each month, with first said payment due in July of 2016.
3. The City of University Heights agrees to pay a five cent (\$0.05) fuel surcharge to Johnson County SEATS when the average fuel cost per operating mile exceeds fifty cents (\$0.50) per mile for a one month period. The fuel surcharge shall be applied to the number of revenue miles of paratransit service Johnson County SEATS provides for the City of University Heights. After the initial fifty cents (\$0.50) per mile bench mark is met, an additional five cent (\$0.05) charge shall be applied for each ten cent (\$0.10) increase in fuel cost per operating mile. Johnson County SEATS will bill the City of University Heights for the previous month's additional fee after receiving the fuel bill and figuring the average cost per revenue mile. This payment is in addition to all other payments required by the contract.
4. Termination of this Agreement may be effected by either party upon written notice to the other party at least 45 days prior to the date of termination. In the event this agreement is terminated, the County shall be entitled to all fares and

prorated monthly payments, representing service provided through the 45-day notice period.

Extent of Agreement, Amendments and Responsibility for Filing

1. No separate legal entity is established by this Agreement.
2. This Agreement is between public agencies contracting to perform governmental service pursuant to Iowa Code section 28E.12.
3. This agreement represents the entire agreement between the City and the County for paratransit service. It may be amended only by written agreement signed by both parties.
4. Johnson County shall file this 28E agreement and any amendments with the Secretary of State in electronic format.

CITY OF UNIVERSITY HEIGHTS, IOWA

JOHNSON COUNTY, IOWA

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

By: _____
Rod Sullivan, Chairperson
Board of Supervisors

ATTEST: _____
Christine M. Anderson,
City Clerk

ATTEST: _____
Travis Weipert,
County Auditor

CITY ACKNOWLEDGMENT

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

On this 14th day of June, 2016, before me, Steven E. Ballard, a Notary Public in and for the State of Iowa, personally appeared before me Weldon E. Heitman and Christine M. Anderson, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk , respectively of the City of University Heights, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 16-36 passed by the City Council on the 14th day of June, 2016, and that Weldon Heitman and Chris Anderson acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires: July 16, 2018

COUNTY ACKNOWLEDGEMENT

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for the State of Iowa, personally appeared Rod Sullivan and Travis Weipert, to me personally known, and, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Johnson, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in the Motion adopted by the Board of Supervisors on the ____ day for _____, 20____, and Rod Sullivan and Travis Weipert acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires:

EXHIBIT “A”

Because federal funds may be used to support the SEATS paratransit contract, University Heights and Johnson County SEATS hereby agree to the following required federal clauses:

ADA Access The Contractor agrees to provide transportation services consistent with the Americans with Disabilities Act (ADA) and comply with the provisions of the Act applicable to the facilities used for and the personnel policies applicable to staff involved in the administration of any contract issued pursuant to a solicitation by this recipient or subrecipient of Federal transit assistance. In particular, the Contractor’s project manager shall be responsible for assuring that “reasonable accommodations” are made to ensure compliance with the provisions of the ADA in regard to service provision, hiring and managing personnel as well as workplace accessibility. The employment provisions of ADA require that reasonable accommodations be made in existing worksites to allow a qualified employment candidate with a disability to access the workplace and perform their job duties.

Under the ADA, it is also incumbent upon the Contractor to assure that any “accessible vans or buses” and the ancillary equipment that such vans or buses are required to be equipped with by 49 CFR Part 37 Subpart B Subsection 37.23, i.e., to satisfy the ADA’s mobility aid user accessibility provisions, are inspected and properly maintained. As such, the Contractor is required to provide appropriate vehicle maintenance and staff training under this contract with a subrecipient of Federal transit assistance. This training must assure that vehicle operators have acquired skills in communicating with assisting persons with disabilities, are proficient in passenger assistance techniques, operation of vehicle level change devices, securement systems, public address systems and other access-related equipment.

Vehicle operators shall be required to report any access equipment problems as soon as possible. And, the Contractor shall make repairs to access equipment as soon as possible, preferably on the day following a report of deficiency or malfunction report. Any vehicle with inadequate or malfunctioning access equipment shall not be kept in service if a deficiency presents a heightened risk of passenger or vehicle operator injury. And, such a vehicle shall not be returned to revenue service until access equipment deficiencies are remedied. The Contractor shall cooperate with transit system, as well as State or Federal agency staff, or assessment contractors of agencies with oversight responsibility for assessment of whether the Contractor is complying with the provisions of the ADA. Such assessments shall require Contractor’s staff to meet with oversight personnel and provide access to documentation relating to policies and instructions for access equipment pre-trip cycling, staff training, as well as access equipment operation, reliability and maintenance. Contractor shall permit drivers and administrative staff to be interviewed by persons performing ADA compliance assessments.

Drug Use and Testing - Alcohol Misuse and Testing Requirements

The Contractor agrees to comply with all applicable Federal regulations governing workplace drug use and alcohol misuse in the transit industry. Specifically, the

Contractor shall establish a Drug Use and Alcohol Misuse Policy acceptable to the transit agency purchasing services pursuant to this solicitation or contract award and conforming with the Federal Transit Administration (FTA) regulations. These regulations are detailed in 49 C.F.R. Part 665 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit" as amended. Contractor shall comply with these regulations mandating testing of safety-sensitive employees for the use of drug and the misuse of alcohol in violation of law or Federal regulation, and prohibits performance of safety-sensitive functions when there is a positive test result. The Contractor shall as well comply with U.S. DOT regulations detailed in 49 CFR Part 40, Revised and corresponding Technical Amendments, that set standards for the collection and testing of urine and breath specimens from safety-sensitive employees. Contractor's employees shall be provided with the training required by these regulations as well as access for review, upon request, to the Federal regulations and Contractor's Policy on Prohibited Drug Use and Alcohol Misuse.

Fly America Requirement

The Vendor/Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) and regulations promulgated by the General Services Administration, at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. This provision shall be included by the Contractor in all subcontracts that may involve international air transportation.

Charter Bus Requirements

The Contractor agrees to comply with 49 U.S. C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions detailed at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental." I.e., it must not interfere with or detract from the provisions of mass transportation.

School Bus Requirements

Pursuant to 49 U.S.C. Section 5323 (f) and 49 CFR Part 605, which provide that recipients and subrecipients of FTA assistance are prohibited from providing school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Energy Conservation Requirement

The Vendor/Contractor bidder shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act.

Clean Water Requirement

Each Vendor/Contractor, by signing the Certificate of Compliance with Terms of Service under this Request for Architectural and Engineering Qualifications (RFQ) is obliged under penalty of law to perform such services using materials, and under conditions that comply with the federal, state and local clean water regulations governing said production. As such, the Contractor agrees to comply with and perform construction oversight that are the Contractor's responsibility to assess whether work performed by construction contractors is compliant with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq. The contractor also agrees to report each violation to the Purchaser and understands and agrees that the Purchaser must, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Vendor/contractor is required to include these requirements in each subcontract exceeding \$100,000 financed, in whole or in part, with Federal assistance provided by a contract awarded under this solicitation and assisted by FTA.

Lobbying Disclosure Requirements and Prohibition

Pursuant to the Byrd Anti Lobbying Amendment, 31 U.S.C.1352, as amended by the Lobbying Disclosure Act of 1995, P.L.104-65 [to be codified at 2 U.S.C 1601,et seq.], vendors/contractors/EM's who submit a bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying ." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying disclosure Act of 1995 who has made lobbying contacts on its behalf with nonfederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports Requirements

In accordance with 49 CFR 18.36(I), the Vendor/contractor and any vendor acting on its behalf in this solicitation agree to provide the Iowa Public Transit System awarding a contract, the Iowa Department of Transportation, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to any contract awarded pursuant to this solicitation for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR Part 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO contractor, access to Contractor's records pertaining to contracts awarded that involve a major capital project, as defined at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. section 5307, 5309, or 5311.

The Contractor agrees to permit any of the parties described in the preceding paragraph to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under any contract awarded pursuant to this solicitation for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the Iowa DOT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

Federal Changes

The Contractor or vendor awarded a service contract pursuant to this solicitation agrees to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (6) dated October, 1999) between the Purchaser and the Iowa DOT as required by the Grant Agreement form the FTA to the Iowa DOT as they may be amended or promulgated from time to time during the term of the contract awarded pursuant to this solicitation. Contractor's failure to so comply shall constitute a material breach of this contract.

Clean Air

The Contractor, by signing the Certificate of Compliance with Solicitation Requirements, is obliged under penalty of law to manufacture the bus being offered in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.7401 et seq. The FSM agrees to report each violation the Purchaser and understands and agrees that the Purchaser must, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor is required to include these requirements in each subcontract exceeding \$100,000 financed, in whole or in part, with Federal assistance provided by a contract awarded under this solicitation and assisted by FTA.

Recycled Products

The Contractor shall develop construction specifications and building plans that, to the extent practicable utilized recycled products and, at a minimum require construction contractors to perform work in a manner that complies with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962) including , but not limited to, the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, insofar as these requirements are applicable to any item so designated by the Environmental Protection Agency (EPA), or material used to produce said item(s), that was designated in Subpart B of 40 CFR Part 247. Insofar as the Purchaser acquired \$10,000 or more of one of the items EPA designates in the fiscal year during which a contractor awarded a contract for project construction is authorized to

commence work or when the cost of such items purchased by the Contractor during the previous fiscal year was \$10,000 or more.

No Federal Government Obligation to Third Parties

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Any Contractor/firm submitting qualifications pursuant to this solicitation agrees to include the paragraph/provision immediately above in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the provision shall not be modified, except to identify the subcontractor who will be subject to this provision.

Program Fraud and False or Fraudulent Statements and Related Acts

- (1) Each Contractor/ firm submitting qualifications in response to this RFQ are obliged to comply with the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, at 31 U.S.C. Section 3801 *et seq.*, and U.S. DOT regulations “program Fraud Civil Remedies,” 49 CFR, Part 31. Upon execution of the underlying contract (accepting a contract awarded pursuant to this solicitation), the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract is being manufactured or work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the clauses delineated as (1) and (2) above in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

Termination

- (1) Termination for Convenience (General Provision)

Any transit system/ Purchaser that awards a professional service contract incorporating this provision may terminate such contract, in whole or in part, at any time by written notice to the Contractor when it is in the Transit System's/Government's best interest. The Contractor shall be paid its cost, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Transit System (or other Purchaser) to be paid to the Contractor. If the Contractor has any property in its possession belonging to a Purchaser, the Contractor will account for such property and return or dispose of such property as directed by and at the cost of the Purchaser. .be paid its costs

(2) Termination for Default[Breach or Cause](General Provision)

If the Contractor does not deliver work as per the terms of this solicitation or any contract awarded thereof in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Purchaser may terminate his contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Purchaser that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Purchaser, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure General Provision

The Purchaser in its sole discretion may in the case of termination for breach or default, allow the Contractor a specified period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Purchaser's satisfaction the breach or default or any of the terms covenants, or conditions of the Contract within ten (10) business days after receipt by Contractor or written notice from the Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Government-wide Debarment and Suspension

Each prospective Contractor must submit an appropriately prepared, and signed certification regarding any debarment action or other factors relevant to the firm's, or any its principal's, eligibility to participate in federally funded projects. .By signing and submitting this bid or proposal, the prospective lower tier participant (contractor/ vendor)

is providing the certification as per the instructions delineated at 29 CFR part 29, Appendix B.

Civil Rights Requirements

- (1) Nondiscrimination – In accordance with Title VII of the Civil Rights Act as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C, Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue

- (2) Equal Employment Opportunity: Contractors/, or subcontractors thereof , performing lower tier contract services must be an equal opportunity employer as defined in the Rights Act of 1964 and in Iowa Executive Order Number Fifteen. The successful firm, in accepting the offer of a professional service contract under terms of this solicitation, certifies that its officials shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The successful firm shall also take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. The following requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 53432, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (that implement Executive Order No. 11246, Equal Employment Opportunity as amended by Executive Order No;11375, “amending Executive Order 11246 relating to Equal Employment Opportunity, “ 42 U.S.C. Section 2000e note) , and with any applicable Federal statutes, executive orders, regulations and Federal policies that may affect manufacturing activities undertaken in the course of producing the buses being purchased. The Contractor agrees to take such affirmative actions as may be necessary to ensure compliance. These actions shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U,S,C. Section 5332, the Contractor agrees to refrain form discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities – In accordance with Section 102 of the Americans with Disabilities

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

- (3) The Contractor agrees that is shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified, only if necessary, to identify the affected parties and clarify the responsibilities entailed.

Transit Employee Protective Agreements

The Contractor agrees to comply with:

- (1) applicable transit employee protective requirements as follows:
- (a) General Transit Employee Protective Requirements - to the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b) , and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements for this subsection (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals with disabilities authorized by 49 USC Section 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. Section 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this provision.
 - (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. Section 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. – If the contract this provision is incorporated by involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. Section 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. section 5310(b) are necessary or appropriate for the state and the public body subrecipient for which work is perform on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S. C. Section 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S. C. Section 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S. C. Section 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operation financed in whole or in part with Federal assistance provided by FTA.

Breaches and Dispute Resolution

If the vendor awarded a contract (i.e. Contractor) pursuant to this solicitation abandons, or before completion, discontinues that project; or if by reason of any of the events or reason, the commencement, prosecution, or timely completion of this project by the vendor is rendered improbable, infeasible, impossible, or illegal, the IPTS may, by written notice to the vendor, suspend any or all of its obligations under the contract until such a time as the event or conditions resulting in such suspension has ceased or been corrected, or the agency may terminate any of its obligations under the contract.

Upon receipt of a final termination or suspension notice, the vendor shall proceed promptly to carry out their actions required which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and. (2) furnish a statement of the status of the project activities and contracts and. as a proposed schedule, plan and budget or terminating or suspending and closing-out project activities and other undertakings, the cost of which are otherwise included as project costs. The closing out shall be carried out in conformity with the latest schedule, plan, and budget within a reasonable time. Reimbursement to the vendor in the event of termination shall be for actual costs, less any assessment of damages.

Disputes arising in the performance of any Contract awarded pursuant to this solicitation that are not resolved by agreement of the parties and concurred with by the Iowa DOT shall be decided in writing by the authorized representative of the Procurement Administrator for the IPTS that awarded the contract for professional services. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy of the decision, the contractor mails or otherwise delivers a written appeal to the Procurement Administrator. In regard to any such appeal, the Contractor shall be afforded with an opportunity to be heard and to offer evidence in support of its position. If the Contractor deems that the Procurement Administrator rendered a decision that it cannot accept, any further review of the matter must be settled in a court of competent jurisdiction within Iowa.

Disadvantaged Business Enterprise Requirements (DBE) Plan Approval/Submission:

Each contractor/vendor shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities by any contract awarded under this solicitation. As such, any bidder must complete and submit with any bid a Disadvantaged

Business Enterprise Certification for Non-Rolling Stock Materials or Services as promulgated under 49 CFR Part 26. and other applicable laws and regulations.

State and Local Law Disclaimer

The use of many of the clauses delineated herein to comply with Federal requirements may be significantly affected by State law. In the event that the Code of Iowa may contain requirements that are not precluded by federal statute, state law or local shall be applicable. If the Contractor has reason to believe that any discrepancy exists between local, state, or federal requirements, it is incumbent on the Contractor to request in writing that a determination be made and issued by the Procurement Administrator to resolve any such discrepancy.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and conditions required by DOT, whether or not expressly set forth in the provisions of this solicitation. All contractual provisions required by DOT, as set forth in FTA circular 4220.1D., dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation or contract awarded thereof. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests made by the IPTS/Transit Agency, other participating Iowa public transit systems, or the Iowa DOT which would cause any of these parties to be in violation of FTA terms and conditions.

***Non-Collusion Bidding Certification: Not Applicable per FTA c.4220.1E, because this 28E agreement is to purchase service from another governmental entity.

Prohibited Interest: No member of, or delegate to, the Iowa State Legislature or the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom. No member, officer, or employee of the Transit Agency during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in a contract or proceeds resulting from this solicitation.

Certificate of Compliance: Each Contractor must submit a properly prepared and signed Certificate of Compliance with Federal and this Solicitation's Requirements. Signing the form obligates the vendor to all requirements of this solicitation and constitutes the vendors assurance that it has the capacity and intent to deliver the services agreed upon or delineated as the scope of Contractor responsibilities in a manner that conforms with or exceeds federal and state standards and the transit agency's minimum requirements which are herein delineated or incorporated by reference into a Transit or Professional Services Agreement.

Declaration of Project Federal Assistance, Payment for Services

Federal assistance is anticipated to defray approximately 20% (but not greater than 80%) of the budgeted project costs of the work or item(s) being purchased. Federal assistance for the items being purchased cannot be reimbursed to the purchaser (Transit Agency) by the Iowa Department of Transportation or the Federal Transit Administration until such

work /item is delivered, inspected, and accepted. Unless otherwise detailed in writing, payment for the item(s) purchased shall not be made to the Contractor until approximately 30-45 days after the date an items is accepted by the Purchaser's Project Manager/transit agency and concurrence is given, if such is required by the Iowa DOT as the grantee

Protest of Solicitation Administration

Any party may initiate a protest of these provisions or decisions made pursuant to them in accordance with the protest procedure issued as part of this solicitation. See Protest Provision

Retention of Payment:

A reasonable portion of the amounts payable may be retained to assure correction of service deficiencies and compliance with the provisions of the Transit or Professional Services Contract jointly executed by the Transit Agency and the Contractor. The Contractor shall be informed in writing of all such items failing to meet provisions agreed upon and the amount retained for each item.

**City Clerk Report
June 2016**

- One new building permit received since the last meeting:
1300 Melrose Avenue – Demolition permit
- 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)**
- On behalf of the University Heights Community Fund, thank you to those who have contributed to the fund. We greatly appreciate your donations!
- The University Heights Community Fund is now accepting grant applications. Applications must be made on the Community Foundation of Johnson County website <http://www.communityfoundationofjohnsoncounty.org/grants/>.

Applications will be taken from June 1st through July 8th at 5:00 pm.
- Stan Laverman, city Rental Inspector, will have his FY16 rental report completed for the July council meeting.

Report from Terry Goerd:

I have had a lot of fence and driveway meetings at properties.

1300 Melrose is progressing right along. McComas-Lacina have completed all the rough-ins for the residential upper two floors. The only rough-ins left will be the common areas. They are in the drywall phase. This should take a couple of weeks then they will be finishing the units. The electrical service was released last week for permanent power.

There was two variances heard last week, one at 1009 Melrose and one at 328 Koser Ave.

A final inspection was completed at 328 Koser Ave for a total remodel and a net zero home.

I also had a meeting with an ISO (insurance service organization) representative regarding our ISO rating. This is done every five years. Within the next couple of months we should be getting are rating in the mail and it is looking a lot better than last time. Once I receive it I will bring it to council.

**University Heights
Building Permits
January 1, 2016 - June 12, 2016**

Permit #	Building Address	Date Issued	Fee	Building Valuation	Description of Remodeling
BLD16-001	11 Leamer Court	1/22/2016	\$519.30	\$30,000.00	Kitchen and bathroom remodel (bldg., mechanical, electrical and plumbing permits)
BLD16-002	1007 Melrose Avenue	2/29/2016	\$79.50	\$2,500.00	Replace patio door; install 3 egress windows.
BLD16-004	328 Koser Avenue	3/7/2016	\$258.30	\$25,000.00	Installation of solar panels on roof
	1300 Melrose Avenue	5/26/2016	\$50.00		Demolition permit for St. Andrews Church

Treasurer's Report**May 2016**

Our total revenue for the month of May was \$43,734.90 comprised of the following amounts:

Property Taxes	\$ 20,238.35
Parking fines	\$ 120.00
Traffic Fines from Clerk of Court	\$ 8,066.30
Interest on bank accounts	\$ 96.92
Road Use Funds	\$ 8,318.62
Sale of 2009 police car	\$ 3,500.00
Building Permits	\$ 170.60
Parking permits	\$ 40.00
Cable TV Franchise Fees	\$ 3,064.11
Police Reports	\$ 120.00

Balances in the bank accounts as of 5/31/16:

MidwestOne Checking Account	\$292,247.46
Hills Bank Money Market Account	\$ 1,045.06
CD (1001) at UICCU (due 3/22/17)	\$ 78,209.06
CD (1003) at UICCU (due 8/28/17)	\$ 34,026.78
CD (1011) at UICCU (due 5/19/17)	\$ 74,104.75
CD (1007) at UICCU (due 9/20/17)	\$ 26,441.40
CD (1009) at UICCU (due 11/2/18)	\$ 26,498.28
Hills Bank Time Acct	\$ 23,067.93
Forfeiture Fund	\$ 4,070.38

I made the principal/interest payment for the capital loan from Hills Bank that the city took out for streets projects during 2008-09. The principal balance due on the loan after this payment is approximately \$30,000.

I made all the changes in Quick Books from the amended budget. I had to create 3 new line items; TIF Analysis Reimbursement (under Miscellaneous Revenues), Street Light LED Project (under Roads, Bridges and Sidewalks), and OUP Inspection (under Building Inspections).

City of University Heights									
Cash Receipts and Disbursements by Fund									
July 1, 2015 to May 31, 2016									
	CAPITAL PROJECTS	GENERAL FUND	DEBT SERVICE	POLICE FORFEITURE	ROAD USE TAX	EMPLOYEE BENEFITS	TOTAL		
Receipts									
Local Option Sales Tax						\$ -			\$ -
Property Tax		\$ 568,043.65	\$ 31,193.38			\$ 79,763.94			\$ 677,000.97
Other City Taxes		\$ 9,213.54	\$ 505.74			\$ 1,301.33			\$ 11,020.61
Licenses and Permits		\$ 146,960.90							\$ 146,960.90
Use of Money and Property		\$ 3,789.35		\$ 7.49		\$ 264.77			\$ 4,061.61
Intergovernmental		\$ 8,508.75	\$ 99.56			\$ 256.19			\$ 127,101.49
Charges for Services		\$ 386.00							\$ 386.00
Special Assessments									\$ -
Miscellaneous		\$ 91,563.07							\$ 91,563.07
Other Financing Sources									\$ -
Total Receipts	\$ -	\$ 826,465.26	\$ 31,798.68	\$ 7.49	\$ 118,236.99	\$ 81,586.23			\$ 1,058,094.65
Disbursements									
Payroll Expenses									
Public Safety		\$ 368,622.01				\$ 69,067.23			\$ 437,689.24
Public Works		\$ 188,288.17			\$ 56,321.09				\$ 244,609.26
Culture & Recreation		\$ 36,222.71							\$ 36,222.71
Community & Economic Dev.		\$ 1,140.00							\$ 1,140.00
General Government		\$ 239,876.06				\$ 2,183.24			\$ 242,059.30
Principal/Interest			\$ 32,454.04						\$ 32,454.04
Uncategorized/Miscellaneous									\$ 0
Total Disbursements	\$ -	\$ 834,148.95	\$ 32,454.04	\$ -	\$ 56,321.09	\$ 71,250.47			\$ 994,174.55
Net Cash Increase (Decrease)	\$ -	\$ (7,683.69)	\$ (655.36)	\$ 7.49	\$ 61,915.90	\$ 10,335.76			\$ 63,920.10
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)	\$ 512,910.64	\$ (1,024.31)	\$ (1,043.43)	\$ 89,282.61	\$ (47,742.21)			\$ 362,819.40

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

July 2015 through May 2016

	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	POLICE FORFEITURE
	Budget	Budget	Budget	Budget	Budget	Budget	
Ordinary Income/Expense							
Income							
CHARGES FOR SERVICES	386.00	154.4%	0.00				0.00
GENERAL PROPERTY TAXES	566,043.65	97.7%	31,193.38	31,801.00	98.1%		0.00
INTERGOVERNMENTAL/SHARED REVEN...	8,508.75	56.6%	99.56				0.00
LICENSES & PERMITS	146,960.90	97.2%	0.00				0.00
MISCELLANEOUS REVENUES	91,563.07	47.9%	0.00				0.00
OTHER CITY TAXES	9,213.54	105.7%	505.74				0.00
USE OF MONEY & PROPERTY	3,789.35	75.8%	0.00				7.49
Total Income	826,465.26	86.9%	31,798.68	31,801.00	100.0%		7.49
Gross Profit	826,465.26	86.9%	31,798.68	31,801.00	100.0%		7.49
Expense							
CAPITAL PROJECTS	0.00		0.00				0.00
COMMUNITY & ECONOMIC DEV.	1,140.00	100.0%	0.00				0.00
CULTURE & RECREATION	36,222.71	70.8%	0.00				0.00
DEBT SERVICE	0.00		32,454.04	32,500.00	99.9%		0.00
GENERAL GOVERNMENT	239,876.06	97.1%	0.00				0.00
PUBLIC SAFETY	368,622.01	88.9%	0.00				0.00
PUBLIC WORKS	186,288.17	90.7%	0.00				0.00
Total Expense	834,148.95	90.5%	32,454.04	32,500.00	98.9%		0.00
Net Ordinary Income	-7,683.69	-26.2%	-655.36	-699.00	93.8%		7.49
Net Income	-7,683.69	-26.2%	-655.36	-699.00	93.8%	0.00	100.0%

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

July 2015 through May 2016

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Ordinary Income/Expense						
Income						
CHARGES FOR SERVICES	0.00		0.00		386.00	154.4%
GENERAL PROPERTY TAXES	0.00		79,763.94	81,830.00	677,000.97	97.7%
INTERGOVERNMENTAL/SHARED REVEN...	118,236.99	88.1%	256.19		127,101.49	85.2%
LICENSES & PERMITS	0.00		0.00		146,960.90	97.2%
MISCELLANEOUS REVENUES	0.00		0.00		91,563.07	47.9%
OTHER CITY TAXES	0.00		1,301.33		11,020.61	126.4%
USE OF MONEY & PROPERTY	0.00		264.77		4,061.61	81.2%
Total Income	118,236.99	88.1%	81,586.23	81,830.00	1,056,094.65	88.3%
Gross Profit	118,236.99	88.1%	81,586.23	81,830.00	1,056,094.65	88.3%
Expense						
CAPITAL PROJECTS	0.00		0.00		0.00	0.0%
COMMUNITY & ECONOMIC DEV.	0.00		0.00		1,140.00	100.0%
CULTURE & RECREATION	0.00		0.00		36,222.71	70.8%
DEBT SERVICE	0.00		0.00		32,454.04	99.9%
GENERAL GOVERNMENT	0.00		2,163.24	2,529.00	242,089.30	97.0%
PUBLIC SAFETY	0.00		69,067.23	77,605.00	437,689.24	89.0%
PUBLIC WORKS	56,321.09	78.8%	0.00		244,608.26	87.7%
Total Expense	56,321.09	78.8%	71,250.47	80,134.00	994,174.55	89.9%
Net Ordinary Income	61,915.90	98.8%	10,335.76	1,696.00	63,920.10	68.8%
Net Income	61,915.90	98.8%	10,335.76	1,696.00	63,920.10	68.8%

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

	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
	Budget		Budget		Budget	
Ordinary Income/Expense						
Income						
CHARGES FOR SERVICES						
Police Reports	386.00	154.4%	250.00	0.00	0.00	0.00
Total CHARGES FOR SERVICES	386.00	154.4%	250.00	0.00	0.00	0.00
GENERAL PROPERTY TAXES						
Benefits Levies	0.00	0.0%	0.00	0.00	0.00	0.00
Commercial Prop Tax Rplmnt adj	0.00	0.0%	0.00	31,193.38	31,801.00	98.1%
Debt Service Levy	10,211.72	97.3%	10,492.00	0.00	0.00	0.00
Insurance Levy	16,475.76	97.3%	16,930.00	0.00	0.00	0.00
Library Services Levy	496,486.21	97.8%	507,887.00	0.00	0.00	0.00
Regular Property Tax	42,869.96	97.3%	44,051.00	0.00	0.00	0.00
Transit Levy	566,043.65	97.7%	579,360.00	31,193.38	31,801.00	98.1%
Total GENERAL PROPERTY TAXES						
INTERGOVERNMENTAL/SHARED REVENUE						
Other State Grants/Reimburse.	6,694.92	62.6%	10,695.00	0.00	0.00	0.00
Seabreit Incent/Traffic Safety	6,694.92	62.6%	10,695.00	0.00	0.00	0.00
Total Other State Grants/Reimburse.						
State Shared Revenues	1,813.83	41.8%	4,339.00	99.56	0.00	0.00
Commercial Property Tax Rplcmt	0.00	0.0%	0.00	0.00	0.00	0.00
Road Use/Street Construction	1,813.83	41.8%	4,339.00	99.56	0.00	0.00
Total State Shared Revenues						
Total INTERGOVERNMENTAL/SHARED REVE...	8,508.75	56.6%	15,034.00	99.56	0.00	0.00
LICENSES & PERMITS						
Beer/Wine/Liquor/Cig Permits	0.00	0.0%	390.00	0.00	0.00	0.00
Building/Equipment Permits	117,580.90	96.8%	121,410.00	0.00	0.00	0.00
Misc. Licenses/Permits	1,450.00	102.8%	1,410.00	0.00	0.00	0.00
Parking Permits	27,930.00	100.0%	27,930.00	0.00	0.00	0.00
Rental Permits	29,380.00	100.1%	29,340.00	0.00	0.00	0.00
Total Misc. Licenses/Permits						
Total LICENSES & PERMITS	146,960.90	97.2%	151,140.00	0.00	0.00	0.00
MISCELLANEOUS REVENUES						
Cable TV Franchise	12,936.91	95.8%	13,500.00	0.00	0.00	0.00
Contributions	2,375.00	100.0%	2,375.00	0.00	0.00	0.00
Fines	3,155.00	78.9%	4,000.00	0.00	0.00	0.00
Parking Fines	67,395.03	99.1%	68,000.00	0.00	0.00	0.00
Traffic Fines-Clk of Ct	70,550.03	98.0%	72,000.00	0.00	0.00	0.00
Total Fines	0.00	0.0%	87,000.00	0.00	0.00	0.00
Legal Fees Reimbursement	988.30	98.8%	1,000.00	0.00	0.00	0.00
Misc. Income	988.30	98.8%	1,000.00	0.00	0.00	0.00
Other	1,212.83	99.0%	1,225.00	0.00	0.00	0.00
Total Misc. Income	3,500.00	0.0%	14,000.00	0.00	0.00	0.00
Refunds and Reimbursements	91,563.07	47.9%	191,100.00	0.00	0.00	0.00
Sale of Property & Merchandise	9,213.54	105.7%	8,718.00	505.74	0.00	0.00
Tif Analysis Reimbursement	9,213.54	105.7%	8,718.00	505.74	0.00	0.00
Total MISCELLANEOUS REVENUES						
OTHER CITY TAXES						
Utility Excise Tax	9,213.54	105.7%	8,718.00	505.74	0.00	0.00
Total OTHER CITY TAXES						

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

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '15 - May 16	Budget	% of Budget	Jul '15 - May 16	Budget	% of Budget
USE OF MONEY & PROPERTY						
Interest on Cash Investments	3,789.35	5,000.00	75.8%	0.00		7.49
Total USE OF MONEY & PROPERTY	3,789.35	5,000.00	75.8%	0.00		7.49
Total Income	826,465.26	950,602.00	86.9%	31,798.68	31,801.00	100.0%
Gross Profit	826,465.26	950,602.00	86.9%	31,798.68	31,801.00	100.0%
Expense						
CAPITAL PROJECTS						
Wide Sidewalk Project	0.00			0.00		0.00
Property easements/acquisitions	0.00			0.00		0.00
Total Wide Sidewalk Project	0.00			0.00		0.00
Total CAPITAL PROJECTS	0.00			0.00		0.00
COMMUNITY & ECONOMIC DEV.						
Tree Trimming/Lawn Care	1,140.00	1,140.00	100.0%	0.00		0.00
Total COMMUNITY & ECONOMIC DEV.	1,140.00	1,140.00	100.0%	0.00		0.00
CULTURE & RECREATION						
Community Support Projects	88.00	88.00	100.0%	0.00		0.00
Library	29,822.24	44,677.00	66.8%	0.00		0.00
Parks						
Park Expenses	1,312.47	1,400.00	93.7%	0.00		0.00
Park Update Contribution	5,000.00	5,000.00	100.0%	0.00		0.00
Total Parks	6,312.47	6,400.00	98.6%	0.00		0.00
Total CULTURE & RECREATION	36,222.71	51,165.00	70.8%	0.00		0.00
DEBT SERVICE						
Interest	0.00			2,454.04	2,500.00	98.2%
Principal	0.00			30,000.00	30,000.00	100.0%
Total DEBT SERVICE	0.00			32,454.04	32,500.00	99.9%
GENERAL GOVERNMENT						
City Hall & General Buildings						
Commodities	309.00	309.00	100.0%	0.00		0.00
Supplies	309.00	309.00	100.0%	0.00		0.00
Total Commodities	309.00	309.00	100.0%	0.00		0.00
Contractual						
Rents & Leases	15,116.53	16,491.00	91.7%	0.00		0.00
Total Contractual	15,116.53	16,491.00	91.7%	0.00		0.00
Employee Benefits & Costs						
FICA	0.00			0.00		0.00
IPERS	0.00			0.00		0.00
Medicare	0.00			0.00		0.00
Total Employee Benefits & Costs	0.00			0.00		0.00
Repair/Maint/Utilities						
Maintenance	30.00	280.00	10.7%	0.00		0.00
Telecommunications	2,143.14	2,050.00	104.5%	0.00		0.00
Utilities	989.44	1,135.00	87.2%	0.00		0.00
Total Repair/Maint/Utilities	3,162.58	3,465.00	91.3%	0.00		0.00

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

July 2015 through May 2016

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Salaries-Regular Part Time	528.00	91.7%	0.00		0.00	
Facilities Assistant	528.00	91.7%	0.00		0.00	
Total Salaries-Regular Part Time	19,116.11	91.7%	0.00		0.00	
Total City Hall & General Buildings	20,841.00					
Clerk/Treasurer & Finance Admin						
Commodities						
Hardware/Software	560.13	37.3%	0.00		0.00	
Minor Equipment/Supplies/Techno	151.25	75.6%	0.00		0.00	
Office Supplies and Postage	784.76	76.5%	0.00		0.00	
Taping meetings	1,100.00	78.6%	0.00		0.00	
Total Commodities	2,576.14	62.8%	0.00		0.00	
Contractual Services						
Accounting Fees	4,370.00	99.3%	0.00		0.00	
Bank/CCard Fees	105.84	96.2%	0.00		0.00	
Legal Publications	3,547.52	85.5%	0.00		0.00	
Meeting Set Up Fees	450.00	90.0%	0.00		0.00	
Payments to Other Agencies						
Notary Fees	0.00	0.0%	0.00		0.00	
Total Payments to Other Agencies	0.00	0.0%	0.00		0.00	
Printing/Copying	442.19	88.4%	0.00		0.00	
Technology Services	2,621.95	228.0%	0.00		0.00	
Total Contractual Services	11,537.50	106.1%	0.00		0.00	
Employee Benefits & Costs						
FICA	0.00		0.00		0.00	
IPERS	0.00		0.00		0.00	
Medicare	0.00		0.00		0.00	
Unemployment Compensation	0.00		0.00		0.00	
Total Employee Benefits & Costs	0.00		0.00		0.00	
Salaries-Regular Part Time	9,336.33	92.4%	0.00		0.00	
Clerk, Treasurer, Historian	9,336.33	92.4%	0.00		0.00	
Total Salaries-Regular Part Time	10,100.00	92.4%	0.00		0.00	
Staff Development						
Dues & Memberships						
Chamber of Commerce	0.00	0.0%	0.00		0.00	
Dues and Memberships	528.60	99.9%	0.00		0.00	
IA League of Cities	726.00	100.0%	0.00		0.00	
JCOG Assessment	1,664.83	100.0%	0.00		0.00	
Total Dues & Memberships	2,919.43	100.0%	0.00		0.00	
Prof. Development	64.00	100.0%	0.00		0.00	
Total Staff Development	2,983.43	100.0%	0.00		0.00	
Total Clerk/Treasurer & Finance Admin	26,433.40	94.2%	0.00		0.00	
Election Expenses	1,756.83	100.0%	0.00		0.00	
Legal Services	159,581.71	96.1%	0.00		0.00	
Mayor/Council Operations						
Employee Benefits & Costs						
FICA	0.00		0.00		0.00	
IPERS-Council	0.00		0.00		0.00	
Medicare	0.00		0.00		0.00	
Unemployment Compensation	0.00		0.00		0.00	
Total Employee Benefits & Costs	0.00		0.00		0.00	

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

July 2015 through May 2016

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Salaries-Regular Part Time						
Council	2,600.00	65.0%	0.00	0.00	0.00	0.00
Mayor	983.50	50.0%	0.00	0.00	0.00	0.00
Total Salaries-Regular Part Time	3,583.50	60.1%	0.00	0.00	0.00	0.00
Total Mayor/Council Operations	3,583.50	60.1%	0.00	0.00	0.00	0.00
TIF Analysis	14,000.00	100.0%	0.00	0.00	0.00	0.00
Tort Liability Insurance	15,404.51	148.0%	0.00	0.00	0.00	0.00
Total GENERAL GOVERNMENT	239,876.06	97.1%	0.00	0.00	0.00	0.00
PUBLIC SAFETY						
Building Inspections						
Building / Rental Inspection	21,895.00	78.2%	0.00	0.00	0.00	0.00
OUP Inspector	2,351.70	58.8%	0.00	0.00	0.00	0.00
Total Building Inspections	24,246.70	75.8%	0.00	0.00	0.00	0.00
Crossing Guard						
Employee Benefits & Costs						
FICA	0.00		0.00	0.00	0.00	0.00
IPERS	0.00		0.00	0.00	0.00	0.00
Medicare	0.00		0.00	0.00	0.00	0.00
Unemployment Compensation	0.00		0.00	0.00	0.00	0.00
Total Employee Benefits & Costs	0.00		0.00	0.00	0.00	0.00
Salaries						
Crossing Guard	4,267.50	95.3%	0.00	0.00	0.00	0.00
Total Salaries	4,267.50	95.3%	0.00	0.00	0.00	0.00
Supplies	275.50	100.2%	0.00	0.00	0.00	0.00
Crossing Guard - Other	0.00	0.0%	0.00	0.00	0.00	0.00
Total Crossing Guard	4,563.00	95.6%	0.00	0.00	0.00	0.00
Fire						
Contracts w/Other Agencies						
Coralville Fire Dep't	31,017.00	100.0%	0.00	0.00	0.00	0.00
Hydrant Flush-City of Iowa City	3,432.00	100.0%	0.00	0.00	0.00	0.00
Total Contracts w/Other Agencies	34,449.00	100.0%	0.00	0.00	0.00	0.00
Total Fire	34,449.00	100.0%	0.00	0.00	0.00	0.00
Hazmat-Johnson County	525.50	99.9%	0.00	0.00	0.00	0.00
Police						
Commodities						
Car Purchase	0.00	0.0%	0.00	0.00	0.00	0.00
Major Equipment	2,339.27	78.0%	0.00	0.00	0.00	0.00
Car Equipment	2,339.27	78.0%	0.00	0.00	0.00	0.00
Total Major Equipment	3,000.00	78.0%	0.00	0.00	0.00	0.00
Minor Equipment						
Operating Police Equipment	3,207.00	91.6%	0.00	0.00	0.00	0.00
Regular Officer Uniform	0.00	0.0%	0.00	0.00	0.00	0.00
Total Minor Equipment	3,207.00	91.6%	0.00	0.00	0.00	0.00

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

July 2015 through May 2016

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Supplies						
Ammunition	2,550.00	72.9%	0.00		0.00	
Business Meetings/Meals	200.03	66.7%	0.00		0.00	
Office Supplies	2,219.64	92.5%	0.00		0.00	
Operating Supplies	1,135.76	71.0%	0.00		0.00	
Other Supplies	1,597.25	79.9%	0.00		0.00	
Postage/Shipping	338.04	56.3%	0.00		0.00	
Professional Memberships	743.00	99.1%	0.00		0.00	
Total Supplies	8,783.72	78.8%	0.00		0.00	
Total Commodities	14,329.99	81.2%	0.00		0.00	
Contractual Services						
Garage Rental	2,400.00	100.0%	0.00		0.00	
Payments to Other Agencies	0.00	0.0%	0.00		0.00	
County Jail/Service/Filing Fees	0.00	0.0%	0.00		0.00	
Evidence testing	105.00	100.0%	0.00		0.00	
Technology Services	105.00	100.0%	0.00		0.00	
Total Payments to Other Agencies	105.00	100.0%	0.00		0.00	
Police Insurance-Carr/Liability	0.00	0.0%	0.00		0.00	
Printing/Copying	559.19	86.0%	0.00		0.00	
Prof Serv-Psych Testing-Physica	710.98	100.0%	0.00		0.00	
Special Events Staff	175.00	100.0%	0.00		0.00	
Total Contractual Services	3,950.17	97.8%	0.00		0.00	
Police Benefits & Costs						
Police FICA	0.00		0.00		0.00	
Police Health Insurance	0.00		0.00		0.00	
Police IPERS	0.00		0.00		0.00	
Police Medicare	0.00		0.00		0.00	
Police SUTA	0.00		0.00		0.00	
Police Workers Compensation	0.00		0.00		0.00	
Total Police Benefits & Costs	0.00		0.00		0.00	
Police Gross Wages						
Holiday & Other Pay	32,536.83	95.1%	0.00		0.00	
Miscellaneous Payroll Item	869.00	115.9%	0.00		0.00	
Police Gross Wages	226,250.25	88.4%	0.00		0.00	
Salaries-Reserves	0.00	0.0%	0.00		0.00	
Total Police Gross Wages	259,656.08	89.3%	0.00		0.00	
Repair/Maint/Utilities						
Telecommunications Expense						
IT Support	1,876.80	234.6%	0.00		0.00	
Venzoni/Pager Fees/Mediacom	2,827.59	88.4%	0.00		0.00	
Total Telecommunications Expense	4,704.39	117.6%	0.00		0.00	
Vehicle Operations						
Fuel	6,395.54	75.2%	0.00		0.00	
Other	0.00	0.0%	0.00		0.00	
Washes	551.00	78.7%	0.00		0.00	
Total Vehicle Operations	6,946.54	71.6%	0.00		0.00	
Vehicle Repair						
Bicycle Maint/Repair	0.00	0.0%	0.00		0.00	
Car Maint/Repair	5,040.91	84.0%	0.00		0.00	
Total Vehicle Repair	5,040.91	64.0%	0.00		0.00	
Total Repair/Maint/Utilities	16,691.84	84.7%	0.00		0.00	

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

	GENERAL		DEBT SERVICE		POLICE FORFEITURE	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Staff Development						
Meetings & Conferences	1,724.72	109.4%	0.00		0.00	
Regular Officer Training	4,500.00	100.0%	0.00		0.00	
Academy Training	1,809.00	82.2%	0.00		0.00	
Officer Training	2,176.01	98.9%	0.00		0.00	
Training Supplies	8,485.01	95.3%	0.00		0.00	
Total Regular Officer Training	10,209.73	97.4%	0.00		0.00	
Total Staff Development	304,837.81	89.0%	0.00		0.00	
Total Police	368,622.01	88.9%	0.00		0.00	
Total PUBLIC SAFETY	414,443.00		0.00		0.00	
Other Public Works						
Contracts-Other Agencies	4,420.48	98.1%	0.00		0.00	
IC Animal Center	33,094.37	91.7%	0.00		0.00	
IC Bus Service	7,740.26	91.7%	0.00		0.00	
SEATS Service	45,255.11	92.3%	0.00		0.00	
Total Contracts-Other Agencies	45,255.11	92.3%	0.00		0.00	
Total Other Public Works	45,255.11	92.3%	0.00		0.00	
Roads, Bridges, & Sidewalks						
Contractual Services	106,036.82	90.6%	0.00		0.00	
Engineering Fees						
Repairs/Improvements						
Arterial panel replacements	0.00		0.00		0.00	
Asphale patch projects	0.00		0.00		0.00	
Local panel replacements	0.00		0.00		0.00	
Metrose East - panel replacemnt	0.00		0.00		0.00	
Sidewalk Repairs	0.00		0.00		0.00	
Street Repairs	0.00		0.00		0.00	
Sunset Street landscape	0.00		0.00		0.00	
Traffic sign assessment/mgmt	0.00		0.00		0.00	
Total Repairs/Improvements	0.00		0.00		0.00	
Striping/Curb Renumbering	0.00		0.00		0.00	
Total Contractual Services	106,036.82	90.6%	0.00		0.00	
Snow Removal-Contractual	0.00		0.00		0.00	
Storm water permit	0.00		0.00		0.00	
Street Light LED Project	0.00	0.0%	0.00		0.00	
Street Lighting Electricity	0.00		0.00		0.00	
Street Sweeping-Contractual	0.00		0.00		0.00	
Traffic Controls and Safety	0.00		0.00		0.00	
Street Signs-Commodities	0.00		0.00		0.00	
Traffic Light Electricity	0.00		0.00		0.00	
Total Traffic Controls and Safety	0.00		0.00		0.00	
Total Roads, Bridges, & Sidewalks	106,036.82	88.4%	0.00		0.00	

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

	Jul '15 - May '16	GENERAL Budget	% of Budget	Jul '15 - May '16	DEBT SERVICE Budget	% of Budget	Jul '15 - May '16	POLICE FORFEITURE Budget	% of Budget
Sanitation Contractual									
Grandview Recycling	153.00	153.00	100.0%	0.00			0.00		
Leaf Vacuuming	15,686.64	15,687.00	100.0%	0.00			0.00		
Trash/Recycling	21,156.60	22,660.00	93.4%	0.00			0.00		
Total Contractual	36,996.24	38,500.00	96.1%	0.00			0.00		
Total Sanitation	36,996.24	38,500.00	96.1%	0.00			0.00		
Total PUBLIC WORKS	188,288.17	207,557.00	90.7%	0.00			0.00		
Total Expense	834,148.95	921,329.00	90.5%	32,454.04	32,500.00	99.9%	0.00		
Net Ordinary Income	-7,683.69	29,273.00	-26.2%	-655.36	-699.00	93.8%	7.49		
Net Income	-7,683.69	29,273.00	-26.2%	-655.36	-699.00	93.8%	7.49	0.00	100.0%

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

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Ordinary Income/Expense						
Income						
CHARGES FOR SERVICES						
Police Reports	0.00	0.00	0.00		386.00	154.4%
Total CHARGES FOR SERVICES	0.00	0.00	0.00		386.00	154.4%
GENERAL PROPERTY TAXES						
Benefits Levies	0.00		79,763.94	97.5%	79,763.94	97.5%
Commercial Prop Tax Rplmnt adj	0.00		0.00		0.00	0.0%
Debt Service Levy	0.00		0.00		31,193.38	98.1%
Insurance Levy	0.00		0.00		10,211.72	97.3%
Library Services Levy	0.00		0.00		16,475.76	97.3%
Regular Property Tax	0.00		0.00		496,486.21	97.8%
Transit Levy	0.00		0.00		42,869.96	97.3%
Total GENERAL PROPERTY TAXES	0.00		79,763.94	97.5%	677,000.97	97.7%
INTERGOVERNMENTAL/SHARED REVENUE						
Other State Grants/Reimburse.	0.00		0.00		6,694.92	62.6%
Seatbelt Incent/Traffic Safety	0.00		0.00		6,694.92	62.6%
Total Other State Grants/Reimburse.	0.00		0.00		10,695.00	62.6%
State Shared Revenues						
Commercial Property Tax Rplcmnt	0.00		256.19		4,339.00	50.0%
Road Use/Street Construction	118,236.99	88.1%	0.00		134,190.00	88.1%
Total State Shared Revenues	118,236.99	88.1%	256.19		138,529.00	86.9%
Total INTERGOVERNMENTAL/SHARED REVE...	118,236.99	88.1%	256.19		149,224.00	85.2%
LICENSES & PERMITS						
Beer/Wine/Liquor/Cig Permits	0.00		0.00		390.00	0.0%
Building/Equipment Permits	0.00		0.00		121,410.00	96.8%
Misc. Licenses/Permits	0.00		0.00		1,410.00	102.8%
Parking Permits	0.00		0.00		27,930.00	100.0%
Rental Permits	0.00		0.00		29,380.00	100.1%
Total Misc. Licenses/Permits	0.00		0.00		29,380.00	100.1%
Total LICENSES & PERMITS	0.00		0.00		151,140.00	97.2%
MISCELLANEOUS REVENUES						
Cable TV Franchise	0.00		0.00		12,936.91	95.8%
Contributions	0.00		0.00		2,375.00	100.0%
Fines						
Parking Fines	0.00		0.00		4,000.00	78.9%
Traffic Fines-Cik of Ct	0.00		0.00		67,395.03	99.1%
Total Fines	0.00		0.00		70,550.03	98.0%
Legal Fees Reimbursement	0.00		0.00		87,000.00	0.0%
Misc. Income						
Other	0.00		0.00		986.30	98.8%
Total Misc. Income	0.00		0.00		986.30	98.8%
Refunds and Reimbursements	0.00		0.00		1,000.00	98.8%
Sale of Property & Merchandise	0.00		0.00		1,212.83	99.0%
Tif Analysis Reimbursement	0.00		0.00		3,500.00	100.0%
Total MISCELLANEOUS REVENUES	0.00		0.00		14,000.00	0.0%
OTHER CITY TAXES						
Utility Excise Tax	0.00		1,301.33		11,020.61	126.4%
Total OTHER CITY TAXES	0.00		1,301.33		11,020.61	126.4%

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

July 2015 through May 2016

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Budget	% of Budget
USE OF MONEY & PROPERTY						
Interest on Cash Investments	0.00		264.77		5,000.00	81.2%
Total USE OF MONEY & PROPERTY	0.00		264.77		5,000.00	81.2%
Total Income	118,236.99	88.1%	81,586.23	81,830.00	1,198,423.00	88.3%
Gross Profit	118,236.99	88.1%	81,586.23	81,830.00	1,198,423.00	88.3%
Expense						
CAPITAL PROJECTS						
Wide Sidewalk Project	0.00		0.00		0.00	0.0%
Property easements/acquisitions	0.00		0.00		0.00	0.0%
Total Wide Sidewalk Project	0.00		0.00		0.00	0.0%
Total CAPITAL PROJECTS	0.00		0.00		0.00	0.0%
COMMUNITY & ECONOMIC DEV.						
Tree Trimming/Lawn Care	0.00		0.00		1,140.00	100.0%
Total COMMUNITY & ECONOMIC DEV.	0.00		0.00		1,140.00	100.0%
CULTURE & RECREATION						
Community Support Projects	0.00		0.00		88.00	100.0%
Library	0.00		0.00		29,822.24	66.6%
Parks	0.00		0.00		1,312.47	93.7%
Park Expenses	0.00		0.00		5,000.00	100.0%
Park Update Contribution	0.00		0.00		6,312.47	98.6%
Total Parks	0.00		0.00		6,400.00	98.6%
Total CULTURE & RECREATION	0.00		0.00		51,165.00	70.6%
DEBT SERVICE						
Interest	0.00		0.00		2,500.00	98.2%
Principal	0.00		0.00		30,000.00	100.0%
Total DEBT SERVICE	0.00		0.00		32,454.04	99.9%
GENERAL GOVERNMENT						
City Hall & General Buildings	0.00		0.00		309.00	100.0%
Commodities	0.00		0.00		309.00	100.0%
Total Commodities	0.00		0.00		309.00	100.0%
Contractual	0.00		0.00		15,116.53	91.7%
Rents & Leases	0.00		0.00		15,116.53	91.7%
Total Contractual	0.00		0.00		16,491.00	91.7%
Employee Benefits & Costs						
FICA	0.00		0.00		0.00	0.0%
IPERS	0.00		0.00		0.00	0.0%
Medicare	0.00		0.00		0.00	0.0%
Total Employee Benefits & Costs	0.00		0.00		0.00	0.0%
Repair/Maint/Utilities						
Maintenance	0.00		0.00		280.00	10.7%
Telecommunications	0.00		0.00		2,143.14	104.5%
Utilities	0.00		0.00		989.44	87.2%
Total Repair/Maint/Utilities	0.00		0.00		3,162.58	91.3%

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

July 2015 through May 2016

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Salaries-Regular Part Time	0.00		0.00		528.00	91.7%
Facilities Assistant	0.00		0.00		528.00	91.7%
Total Salaries-Regular Part Time	0.00		0.00		19,116.11	91.7%
Total City Hall & General Buildings						
Clerk/Treasurer & Finance Admin						
Commodities						
Hardware/Software	0.00		0.00		560.13	37.3%
Minor Equipment/Supplies/Techno	0.00		0.00		151.25	75.6%
Office Supplies and Postage	0.00		0.00		764.76	76.5%
Taping meetings	0.00		0.00		1,100.00	78.6%
Total Commodities	0.00		0.00		2,576.14	62.8%
Contractual Services						
Accounting Fees	0.00		0.00		4,370.00	98.3%
Bank/CCard Fees	0.00		0.00		105.84	96.2%
Legal Publications	0.00		0.00		3,547.52	85.5%
Meeting Set Up Fees	0.00		0.00		450.00	90.0%
Payments to Other Agencies						
Notary Fees	0.00		0.00		60.00	0.0%
Total Payments to Other Agencies	0.00		0.00		60.00	0.0%
Printing/Copying	0.00		0.00		442.19	88.4%
Technology Services	0.00		0.00		2,621.95	228.0%
Total Contractual Services	0.00		0.00		11,537.50	106.1%
Employee Benefits & Costs						
FICA	0.00		611.58	92.4%	662.00	92.4%
IPERS	0.00		964.50	97.9%	985.00	97.9%
Medicare	0.00		143.04	92.3%	155.00	92.3%
Unemployment Compensation	0.00		90.39	90.4%	100.00	90.4%
Total Employee Benefits & Costs	0.00		1,809.51	95.1%	1,902.00	95.1%
Salaries-Regular Part Time	0.00		0.00		9,336.33	92.4%
Clerk, Treasurer, Historian	0.00		0.00		9,336.33	92.4%
Total Salaries-Regular Part Time	0.00		0.00		10,100.00	92.4%
Staff Development						
Dues & Memberships	0.00		0.00		0.00	0.0%
Chamber of Commerce	0.00		0.00		528.60	99.9%
Dues and Memberships	0.00		0.00		726.00	100.0%
IA League of Cities	0.00		0.00		1,664.83	100.0%
JCOG Assessment	0.00		0.00		2,919.43	100.0%
Total Dues & Memberships	0.00		0.00		64.00	100.0%
Prof. Development	0.00		0.00		2,983.43	100.0%
Total Staff Development	0.00		0.00		2,983.43	100.0%
Total Clerk/Treasurer & Finance Admin	0.00		1,809.51	95.1%	28,242.91	94.3%
Election Expenses	0.00		0.00		1,756.83	100.0%
Legal Services	0.00		0.00		159,581.71	96.1%
Mayor/Council Operations						
Employee Benefits & Costs						
FICA	0.00		231.17	62.3%	371.00	62.3%
IPERS-Council	0.00		53.58	60.2%	89.00	60.2%
Medicare	0.00		51.96	59.7%	87.00	59.7%
Unemployment Compensation	0.00		37.02	46.3%	80.00	46.3%
Total Employee Benefits & Costs	0.00		373.73	59.6%	627.00	59.6%

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

July 2015 through May 2016

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Salaries-Regular Part Time						
Council	0.00		0.00		2,600.00	65.0%
Mayor	0.00		0.00		983.50	50.0%
Total Salaries-Regular Part Time	0.00		0.00		3,583.50	60.1%
Total Mayor/Council Operations	0.00		373.73	59.6%	3,957.23	60.0%
TIF Analysis	0.00		0.00		14,000.00	100.0%
Tort Liability Insurance	0.00		0.00		15,404.51	148.0%
Total GENERAL GOVERNMENT	0.00		2,183.24	86.3%	242,059.30	97.0%
PUBLIC SAFETY						
Building Inspections	0.00		0.00		21,895.00	78.2%
Building / Rental Inspection	0.00		0.00		2,351.70	58.8%
OUP Inspector	0.00		0.00		24,246.70	75.8%
Total Building Inspections	0.00		0.00		32,000.00	
Crossing Guard						
Employee Benefits & Costs						
FICA	0.00		231.73	82.8%	280.00	82.8%
IPERS	0.00		319.27	79.8%	400.00	79.8%
Medicare	0.00		54.19	83.4%	65.00	83.4%
Unemployment Compensation	0.00		31.86	53.1%	60.00	53.1%
Total Employee Benefits & Costs	0.00		637.05	79.1%	805.00	79.1%
Salaries						
Crossing Guard	0.00		0.00		4,287.50	95.3%
Total Salaries	0.00		0.00		4,287.50	95.3%
Supplies	0.00		0.00		275.00	100.2%
Crossing Guard - Other	0.00		0.00		0.00	0.0%
Total Crossing Guard	0.00		637.05	79.1%	5,200.05	93.2%
Fire						
Contracts w/Other Agencies						
Coralville Fire Dep't	0.00		0.00		31,017.00	100.0%
Hydrant Flush-City of Iowa City	0.00		0.00		3,432.00	100.0%
Total Contracts w/Other Agencies	0.00		0.00		34,449.00	100.0%
Total Fire	0.00		0.00		34,449.00	100.0%
Hazmat-Johnson County	0.00		0.00		525.50	99.9%
Police						
Commodities						
Car Purchase	0.00		0.00		0.00	0.0%
Major Equipment	0.00		0.00		2,339.27	78.0%
Car Equipment	0.00		0.00		2,339.27	78.0%
Total Major Equipment	0.00		0.00		3,000.00	78.0%
Minor Equipment						
Operating Police Equipment	0.00		0.00		3,500.00	91.6%
Regular Officer Uniform	0.00		0.00		0.00	0.0%
Total Minor Equipment	0.00		0.00		3,500.00	91.6%

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

July 2015 through May 2016

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Supplies						
Ammunition	0.00		0.00		2,560.00	72.9%
Business Meetings/Meals	0.00		0.00		300.00	66.7%
Office Supplies	0.00		0.00		2,400.00	92.5%
Operating Supplies	0.00		0.00		1,600.00	71.0%
Other Supplies	0.00		0.00		2,000.00	79.9%
Postage/Shipping	0.00		338.04		600.00	56.3%
Professional Memberships	0.00		743.00		750.00	99.1%
Total Supplies	0.00		0.00		11,150.00	78.8%
Total Commodities	0.00		0.00		17,650.00	81.2%
Contractual Services						
Garage Rental	0.00		0.00		2,400.00	100.0%
Payments to Other Agencies	0.00		0.00		0.00	0.0%
County Jail/Service/Filing Fees	0.00		0.00		0.00	0.0%
Evidence testing	0.00		0.00		0.00	0.0%
Technology Services	0.00		0.00		105.00	100.0%
Total Payments to Other Agencies	0.00		0.00		105.00	100.0%
Police Insurance-Car/Liability	0.00		0.00		0.00	0.0%
Printing/Copying	0.00		0.00		650.00	86.0%
Prof Serv-Psych Testing-Physica	0.00		0.00		710.98	100.0%
Special Events Staff	0.00		0.00		175.00	100.0%
Total Contractual Services	0.00		0.00		3,950.17	97.8%
Police Benefits & Costs						
Police FICA	0.00		16,069.88	89.3%	18,000.00	89.3%
Police Health Insurance	0.00		19,714.89	88.3%	22,320.00	88.3%
Police IPERS	0.00		24,355.97	88.4%	27,550.00	88.4%
Police Medicare	0.00		3,760.36	89.1%	4,220.00	89.1%
Police SUTA	0.00		1,575.08	90.0%	1,750.00	90.0%
Police Workers Compensation	0.00		2,954.00	99.8%	2,960.00	99.8%
Total Police Benefits & Costs	0.00		68,430.18	89.1%	76,800.00	89.1%
Police Gross Wages						
Holiday & Other Pay	0.00		0.00		34,200.00	95.1%
Miscellaneous Payroll Item	0.00		0.00		750.00	115.9%
Police Gross Wages	0.00		0.00		255,875.00	88.4%
Salaries-Reserves	0.00		0.00		0.00	0.0%
Total Police Gross Wages	0.00		0.00		290,825.00	89.3%
Repair/Maint/Utilities						
Telecommunications Expense	0.00		0.00		800.00	234.6%
IT Support	0.00		0.00		3,200.00	88.4%
Verizon/Pager Fees/Mediacom	0.00		0.00		4,000.00	117.6%
Total Telecommunications Expense	0.00		0.00		8,000.00	71.6%
Vehicle Operations	0.00		0.00		6,500.00	75.2%
Fuel	0.00		0.00		500.00	0.0%
Other	0.00		0.00		700.00	78.7%
Washes	0.00		0.00		9,700.00	71.6%
Total Vehicle Operations	0.00		0.00		0.00	0.0%
Vehicle Repair	0.00		0.00		6,000.00	84.0%
Bicycle Maint/Repair	0.00		0.00		6,000.00	84.0%
Car Maint/Repair	0.00		0.00		6,000.00	84.0%
Total Vehicle Repair	0.00		0.00		19,700.00	84.7%
Total Repair/Main/Utilities	0.00		0.00		19,700.00	84.7%

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

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Staff Development						
Meetings & Conferences	0.00		0.00		1,724.72	109.4%
Regular Officer Training	0.00		0.00		4,500.00	100.0%
Academy Training	0.00		0.00		2,200.00	82.2%
Officer Training	0.00		0.00		2,176.01	98.9%
Training Supplies	0.00		0.00		8,900.00	95.3%
Total Regular Officer Training	0.00		0.00		10,209.73	97.4%
Total Staff Development	0.00		68,430.18	89.1%	373,267.99	89.0%
Total Police	0.00		69,067.23	89.0%	437,669.24	89.0%
Total PUBLIC SAFETY	0.00				492,048.00	89.0%
PUBLIC WORKS						
Other Public Works						
Contracts-Other Agencies	0.00		0.00		4,420.48	98.1%
IC Animal Center	0.00		0.00		33,094.37	91.7%
IC Bus Service	0.00		0.00		7,740.26	91.7%
SEATS Service	0.00		0.00		49,057.00	92.3%
Total Contracts-Other Agencies	0.00		0.00		49,057.00	92.3%
Total Other Public Works	0.00		0.00		45,255.11	92.3%
Roads, Bridges, & Sidewalks						
Contractual Services						
Engineering Fees	0.00		0.00		106,036.82	90.6%
Repairs/Improvements						
Arterial panel replacements	0.00	0.0%	0.00		14,000.00	0.0%
Asphale patch projects	1,479.00	100.0%	0.00		1,479.00	100.0%
Local panel replacements	0.00	0.0%	0.00		0.00	0.0%
Melrose East - panel replacemnt	0.00	0.0%	0.00		0.00	0.0%
Sidewalk Repairs	-523.40	100.0%	0.00		-523.40	100.0%
Street Repairs	6,385.00	100.0%	0.00		6,385.00	100.0%
Sunset Street landscape	0.00	0.0%	0.00		0.00	0.0%
Traffic sign assessments/mgmt	1,876.00	100.0%	0.00		1,876.00	100.0%
Total Repairs/Improvements	9,216.60	39.7%	0.00		23,216.60	39.7%
Striping/Curb Renumbering	5,218.00	100.0%	0.00		5,218.00	100.0%
Total Contractual Services	14,434.60	50.8%	0.00		145,434.60	82.8%
Snow Removal-Contractual	28,916.50	100.0%	0.00		28,917.00	100.0%
Storm water permit	0.00	0.0%	0.00		0.00	0.0%
Street Light LED Project	0.00	0.0%	0.00		3,000.00	0.0%
Street Lighting Electricity	11,289.46	125.4%	0.00		9,000.00	125.4%
Street Sweeping-Contractual	600.00	100.0%	0.00		600.00	100.0%
Traffic Controls and Safety						
Street Signs-Commodities	397.92	99.5%	0.00		400.00	99.5%
Traffic Light Electricity	682.61	89.8%	0.00		760.00	89.8%
Total Traffic Controls and Safety	1,080.53	93.1%	0.00		1,160.00	93.1%
Total Roads, Bridges, & Sidewalks	56,321.09	78.8%	0.00		191,511.60	84.8%

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

July 2015 through May 2016

	ROAD USE TAX		EMPLOYEE BENEFITS		TOTAL	
	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget	Jul '15 - May 16	% of Budget
Sanitation						
Contractual						
Grandview Recycling	0.00		0.00		153.00	100.0%
Leaf Vacuuming	0.00		0.00		15,686.64	100.0%
Trash/Recycling	0.00		0.00		21,156.60	93.4%
Total Contractual	0.00		0.00		36,996.24	96.1%
Total Sanitation	0.00		0.00		36,996.24	96.1%
Total PUBLIC WORKS	56,321.09	78.8%	0.00		244,609.26	87.7%
Total Expense	56,321.09	78.8%	71,250.47	88.9%	994,174.55	89.9%
Net Ordinary Income	61,915.90	98.8%	10,335.76	609.4%	63,920.10	68.8%
Net Income	61,915.90	98.8%	10,335.76	609.4%	63,920.10	68.8%

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

	Jul '15 - May 16	Budget	% of Budget
Ordinary Income/Expense			
Income			
CHARGES FOR SERVICES			
Police Reports	386.00	250.00	154.4%
Total CHARGES FOR SERVICES	386.00	250.00	154.4%
GENERAL PROPERTY TAXES			
Benefits Levies	79,763.94	81,830.00	97.5%
Commercial Prop Tax Rplmnt adj	0.00	0.00	0.0%
Debt Service Levy	31,193.38	31,801.00	98.1%
Insurance Levy	10,211.72	10,492.00	97.3%
Library Services Levy	16,475.76	16,930.00	97.3%
Regular Property Tax	496,486.21	507,887.00	97.8%
Transit Levy	42,869.96	44,051.00	97.3%
Total GENERAL PROPERTY TAXES	677,000.97	692,991.00	97.7%
INTERGOVERNMENTAL/SHARED REVENUE			
Other State Grants/Reimburse.			
Seatbelt Incent/Traffic Safety	6,694.92	10,695.00	62.6%
Total Other State Grants/Reimburse.	6,694.92	10,695.00	62.6%
State Shared Revenues			
Commercial Property Tax Rplcmnt	2,169.58	4,339.00	50.0%
Road Use/Street Construction	118,236.99	134,190.00	88.1%
Total State Shared Revenues	120,406.57	138,529.00	86.9%
Total INTERGOVERNMENTAL/SHARED REVEN...	127,101.49	149,224.00	85.2%
LICENSES & PERMITS			
Beer/Wine/Liquor/Cig Permits	0.00	390.00	0.0%
Building/Equipment Permits	117,580.90	121,410.00	96.8%
Misc. Licenses/Permits			
Parking Permits	1,450.00	1,410.00	102.8%
Rental Permits	27,930.00	27,930.00	100.0%
Total Misc. Licenses/Permits	29,380.00	29,340.00	100.1%
Total LICENSES & PERMITS	146,960.90	151,140.00	97.2%
MISCELLANEOUS REVENUES			
Cable TV Franchise	12,936.91	13,500.00	95.8%
Contributions	2,375.00	2,375.00	100.0%
Fines			
Parking Fines	3,155.00	4,000.00	78.9%
Traffic Fines-Clk of Ct	67,395.03	68,000.00	99.1%
Total Fines	70,550.03	72,000.00	98.0%
Legal Fees Reimbursement	0.00	87,000.00	0.0%
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	1,225.00	99.0%
Sale of Property & Merchandise	3,500.00		
Tif Analysis Reimbursement	0.00	14,000.00	0.0%
Total MISCELLANEOUS REVENUES	91,563.07	191,100.00	47.9%
OTHER CITY TAXES			
Utility Excise Tax	11,020.61	8,718.00	126.4%
Total OTHER CITY TAXES	11,020.61	8,718.00	126.4%
USE OF MONEY & PROPERTY			
Interest on Cash Investments	4,061.61	5,000.00	81.2%
Total USE OF MONEY & PROPERTY	4,061.61	5,000.00	81.2%
Total Income	1,058,094.65	1,198,423.00	88.3%

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

	Jul '15 - May 16	Budget	% of Budget
Gross Profit	1,058,094.65	1,198,423.00	88.3%
Expense			
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	1,140.00	100.0%
Total COMMUNITY & ECONOMIC DEV.	1,140.00	1,140.00	100.0%
CULTURE & RECREATION			
Community Support Projects	88.00	88.00	100.0%
Library	29,822.24	44,677.00	66.8%
Parks			
Park Expenses	1,312.47	1,400.00	93.7%
Park Update Contribution	5,000.00	5,000.00	100.0%
Total Parks	6,312.47	6,400.00	98.6%
Total CULTURE & RECREATION	36,222.71	51,165.00	70.8%
DEBT SERVICE			
Interest	2,454.04	2,500.00	98.2%
Principal	30,000.00	30,000.00	100.0%
Total DEBT SERVICE	32,454.04	32,500.00	99.9%
GENERAL GOVERNMENT			
City Hall & General Buildings			
Commodities			
Supplies	309.00	309.00	100.0%
Total Commodities	309.00	309.00	100.0%
Contractual			
Rents & Leases	15,116.53	16,491.00	91.7%
Total Contractual	15,116.53	16,491.00	91.7%
Employee Benefits & Costs			
FICA	0.00	0.00	0.0%
IPERS	0.00	0.00	0.0%
Medicare	0.00	0.00	0.0%
Total Employee Benefits & Costs	0.00	0.00	0.0%
Repair/Maint/Utilities			
Maintenance	30.00	280.00	10.7%
Telecommunications	2,143.14	2,050.00	104.5%
Utilities	989.44	1,135.00	87.2%
Total Repair/Maint/Utilities	3,162.58	3,465.00	91.3%
Salaries-Regular Part Time			
Facilities Assistant	528.00	576.00	91.7%
Total Salaries-Regular Part Time	528.00	576.00	91.7%
Total City Hall & General Buildings	19,116.11	20,841.00	91.7%
Clerk/Treasurer & Finance Admin			
Commodities			
Hardware/Software	560.13	1,500.00	37.3%
Minor Equipment/Supplies/Techno	151.25	200.00	75.6%
Office Supplies and Postage	764.76	1,000.00	76.5%
Taping meetings	1,100.00	1,400.00	78.6%
Total Commodities	2,576.14	4,100.00	62.8%
Contractual Services			

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

	Jul '15 - May 16	Budget	% of Budget
Accounting Fees	4,370.00	4,400.00	99.3%
Bank/CCard Fees	105.84	110.00	96.2%
Legal Publications	3,547.52	4,150.00	85.5%
Meeting Set Up Fees	450.00	500.00	90.0%
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	2,621.95	1,150.00	228.0%
Total Contractual Services	11,537.50	10,870.00	106.1%
Employee Benefits & Costs			
FICA	611.58	662.00	92.4%
IPERS	964.50	985.00	97.9%
Medicare	143.04	155.00	92.3%
Unemployment Compensation	90.39	100.00	90.4%
Total Employee Benefits & Costs	1,809.51	1,902.00	95.1%
Salaries-Regular Part Time			
Clerk, Treasuer, Historian	9,336.33	10,100.00	92.4%
Total Salaries-Regular Part Time	9,336.33	10,100.00	92.4%
Staff Development			
Dues & Memberships			
Chamber of Commerce	0.00	0.00	0.0%
Dues and Memberships	528.60	529.00	99.9%
IA League of Cities	726.00	726.00	100.0%
JCOG Assessment	1,664.83	1,665.00	100.0%
Total Dues & Memberships	2,919.43	2,920.00	100.0%
Prof. Development	64.00	64.00	100.0%
Total Staff Development	2,983.43	2,984.00	100.0%
Total Clerk/Treasurer & Finance Admin	28,242.91	29,956.00	94.3%
Election Expenses	1,756.83	1,757.00	100.0%
Legal Services	159,581.71	166,000.00	96.1%
Mayor/Council Operations			
Employee Benefits & Costs			
FICA	231.17	371.00	62.3%
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	627.00	59.6%
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	6,594.00	60.0%
TIF Analysis	14,000.00	14,000.00	100.0%
Tort Liability Insurance	15,404.51	10,405.00	148.0%
Total GENERAL GOVERNMENT	242,059.30	249,553.00	97.0%
PUBLIC SAFETY			
Building Inspections			
Building / Rental Inspection	21,895.00	28,000.00	78.2%
OUP Inspector	2,351.70	4,000.00	58.8%
Total Building Inspections	24,246.70	32,000.00	75.8%
Crossing Guard			
Employee Benefits & Costs			
FICA	231.73	280.00	82.8%

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

	Jul '15 - May 16	Budget	% of Budget
IPERS	319.27	400.00	79.8%
Medicare	54.19	65.00	83.4%
Unemployment Compensation	31.86	60.00	53.1%
Total Employee Benefits & Costs	637.05	805.00	79.1%
Salaries			
Crossing Guard	4,287.50	4,500.00	95.3%
Total Salaries	4,287.50	4,500.00	95.3%
Supplies			
Crossing Guard - Other	0.00	0.00	0.0%
Total Crossing Guard	5,200.05	5,580.00	93.2%
Fire			
Contracts w/Other Agencies			
Coralville Fire Dep't	31,017.00	31,017.00	100.0%
Hydrant Flush-City of Iowa City	3,432.00	3,432.00	100.0%
Total Contracts w/Other Agencies	34,449.00	34,449.00	100.0%
Total Fire	34,449.00	34,449.00	100.0%
Hazmat-Johnson County	525.50	526.00	99.9%
Police			
Commodities			
Car Purchase	0.00	0.00	0.0%
Major Equipment			
Car Equipment	2,339.27	3,000.00	78.0%
Total Major Equipment	2,339.27	3,000.00	78.0%
Minor Equipment			
Operating Police Equipment	3,207.00	3,500.00	91.6%
Regular Officer Uniform	0.00	0.00	0.0%
Total Minor Equipment	3,207.00	3,500.00	91.6%
Supplies			
Ammunition	2,550.00	3,500.00	72.9%
Business Meetings/Meals	200.03	300.00	66.7%
Office Supplies	2,219.64	2,400.00	92.5%
Operating Supplies	1,135.76	1,600.00	71.0%
Other Supplies	1,597.25	2,000.00	79.9%
Postage/Shipping	338.04	600.00	56.3%
Professional Memberships	743.00	750.00	99.1%
Total Supplies	8,783.72	11,150.00	78.8%
Total Commodities	14,329.99	17,650.00	81.2%
Contractual Services			
Garage Rental	2,400.00	2,400.00	100.0%
Payments to Other Agencies			
County Jail/Service/Filing Fees	0.00	0.00	0.0%
Evidence testing	0.00	0.00	0.0%
Technology Services	105.00	105.00	100.0%
Total Payments to Other Agencies	105.00	105.00	100.0%
Police Insurance-Car/Liability	0.00	0.00	0.0%
Printing/Copying	559.19	650.00	86.0%
Prof Serv-Psych Testing-Physica	710.98	711.00	100.0%
Special Events Staff	175.00	175.00	100.0%
Total Contractual Services	3,950.17	4,041.00	97.8%
Police Benefits & Costs			
Police FICA	16,069.88	18,000.00	89.3%
Police Health Insurance	19,714.89	22,320.00	88.3%
Police IPERS	24,355.97	27,550.00	88.4%
Police Medicare	3,760.36	4,220.00	89.1%
Police SUTA	1,575.08	1,750.00	90.0%

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

	Jul '15 - May 16	Budget	% of Budget
Police Workers Compensation	2,954.00	2,960.00	99.8%
Total Police Benefits & Costs	68,430.18	76,800.00	89.1%
Police Gross Wages			
Holiday & Other Pay	32,536.83	34,200.00	95.1%
Miscellaneous Payroll Item	869.00	750.00	115.9%
Police Gross Wages	226,250.25	255,875.00	88.4%
Salaries-Reserves	0.00	0.00	0.0%
Total Police Gross Wages	259,656.08	290,825.00	89.3%
Repair/Maint/Utilities			
Telecommunications Expense			
IT Support	1,876.80	800.00	234.6%
Verizon/Pager Fees/Mediacom	2,827.59	3,200.00	88.4%
Total Telecommunications Expense	4,704.39	4,000.00	117.6%
Vehicle Operations			
Fuel	6,395.54	8,500.00	75.2%
Other	0.00	500.00	0.0%
Washes	551.00	700.00	78.7%
Total Vehicle Operations	6,946.54	9,700.00	71.6%
Vehicle Repair			
Bicycle Maint/Repair	0.00	0.00	0.0%
Car Maint/Repair	5,040.91	6,000.00	84.0%
Total Vehicle Repair	5,040.91	6,000.00	84.0%
Total Repair/Maint/Utilities	16,691.84	19,700.00	84.7%
Staff Development			
Meetings & Conferences	1,724.72	1,577.00	109.4%
Regular Officer Training			
Academy Training	4,500.00	4,500.00	100.0%
Officer Training	1,809.00	2,200.00	82.2%
Training Supplies	2,176.01	2,200.00	98.9%
Total Regular Officer Training	8,485.01	8,900.00	95.3%
Total Staff Development	10,209.73	10,477.00	97.4%
Total Police	373,267.99	419,493.00	89.0%
Total PUBLIC SAFETY	437,689.24	492,048.00	89.0%
PUBLIC WORKS			
Other Public Works			
Contracts-Other Agencies			
IC Animal Center	4,420.48	4,505.00	98.1%
IC Bus Service	33,094.37	36,108.00	91.7%
SEATS Service	7,740.26	8,444.00	91.7%
Total Contracts-Other Agencies	45,255.11	49,057.00	92.3%
Total Other Public Works	45,255.11	49,057.00	92.3%
Roads, Bridges, & Sidewalks			
Contractual Services			
Engineering Fees	106,036.82	117,000.00	90.6%
Repairs/Improvements			
Arterial panel replacements	0.00	14,000.00	0.0%
Asphale patch projects	1,479.00	1,479.00	100.0%
Local panel replacements	0.00	0.00	0.0%
Melrose East - panel replacemnt	0.00	0.00	0.0%
Sidewalk Repairs	-523.40	-523.40	100.0%
Street Repairs	6,385.00	6,385.00	100.0%
Sunset Street landscape	0.00	0.00	0.0%
Traffic sign assessment/mgmt	1,876.00	1,876.00	100.0%

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

	<u>Jul '15 - May 16</u>	<u>Budget</u>	<u>% of Budget</u>
Total Repairs/Improvements	9,216.60	23,216.60	39.7%
Striping/Curb Renumbering	5,218.00	5,218.00	100.0%
Total Contractual Services	120,471.42	145,434.60	82.8%
Snow Removal-Contractual	28,916.50	28,917.00	100.0%
Storm water permit	0.00	3,000.00	0.0%
Street Light LED Project	0.00	4,000.00	0.0%
Street Lighting Electricity	11,289.46	9,000.00	125.4%
Street Sweeping-Contractual	600.00	0.00	100.0%
Traffic Controls and Safety			
Street Signs-Commodities	397.92	400.00	99.5%
Traffic Light Electricity	682.61	760.00	89.8%
Total Traffic Controls and Safety	1,080.53	1,160.00	93.1%
Total Roads, Bridges, & Sidewalks	162,357.91	191,511.60	84.8%
Sanitation			
Contractual			
Grandview Recycling	153.00	153.00	100.0%
Leaf Vacuuming	15,686.64	15,687.00	100.0%
Trash/Recycling	21,156.60	22,660.00	93.4%
Total Contractual	36,996.24	38,500.00	96.1%
Total Sanitation	36,996.24	38,500.00	96.1%
Total PUBLIC WORKS	244,609.26	279,068.60	87.7%
Total Expense	994,174.55	1,105,474.60	89.9%
Net Ordinary Income	63,920.10	92,948.40	68.8%
Net Income	63,920.10	92,948.40	68.8%

City of University Heights, Iowa
Warrants for Council Approval
 May 11 through June 14, 2016

Date	Name	Memo	Amount
May 11 - Jun 14, 16			
05/12/2016	City of Iowa City	City Hall water/sewer automatic payment	-15.32
05/14/2016	Jones, Christian R		-545.57
05/14/2016	Lyon, Kristofer S		-2,197.31
05/14/2016	Plate, Harold,		-219.60
05/14/2016	Schmitz, Jakub J		-1,226.02
05/14/2016	Sherman, Nicholas M		-1,451.93
05/14/2016	Simcox, Levio M		-1,188.13
05/14/2016	Stanley, Kenneth L		-2,045.97
05/15/2016	Internal Revenue Service	42-1109342	-3,455.22
05/23/2016	MidAmerican Energy	pedestrian lights at 113 Golfview	-27.26
05/25/2016	MidAmerican Energy	street lights	-598.50
05/25/2016	MidAmerican Energy	City Hall gas/electricity	-60.52
05/26/2016	MidAmerican Energy	1301 Melrose stop light	-30.69
05/26/2016	MidAmerican Energy	1011 Melrose stop light	-26.04
05/28/2016	Anderson, Christine M.		-421.44
05/28/2016	Jones, Christian R		-326.00
05/28/2016	Kimura, Lori D.		-387.75
05/28/2016	Lyon, Kristofer S		-1,901.56
05/28/2016	Plate, Harold,		-209.80
05/28/2016	Schmitz, Jakub J		-1,149.23
05/28/2016	Sherman, Nicholas M		-1,421.68
05/28/2016	Simcox, Levio M		-1,188.11
05/28/2016	Stanley, Kenneth L		-1,575.51
05/31/2016	Internal Revenue Service	42-1109342	-3,091.02
05/31/2016	Wellmark BC/BS	monthly insurance payment	-2,602.05
05/31/2016	Hills Bank and Trust	principal/interest due on capital loan note #802...	-31,204.75
06/01/2016	Paul J. Moore, Melrose Aven...	City Hall Rent/garages automatic deposit	-1,374.23
06/01/2016	Verizon Wireless	monthly wireless service	-120.03
06/09/2016	City of Iowa City	City Hall water/sewer automatic payment	-14.22
06/14/2016	Internet Navigator	monthly fee for city website/email service	-24.95
06/14/2016	Stan Laverman	rental inspector salary	-500.00
06/14/2016	SEATS	Seats Payment	-703.66
06/14/2016	Iowa City Press-Citizen	April & May publications	-768.96
06/14/2016	Johnson County Refuse, Inc.	May recycling	-1,738.50
06/14/2016	Mediacom	online service 6/3/16-7/2/16	-109.95
06/14/2016	Westport Touchless Autowash	April & May vehicle washes	-102.00
06/14/2016	Watch Guard	3rd wearable body camera/replace dash cam	-5,885.00
06/14/2016	Iowa City Landscaping	trees	-2,258.30
06/14/2016	Nate Moore Wiring Service	rpl 4 florescent lights in front office area	-52.59
06/14/2016	CenturyLink	telephone service for June	-69.32
06/14/2016	Leff Law Firm, L.L.P.	legal services 5/6/16-6/10/16	-16,510.00
06/14/2016	ISU Extension-Planning and ...	4 copies of Intro to Planning/Zoning materials f...	-64.00
06/14/2016	Black Squirrel Urban Forestry	remove 2 trees from right of way	-1,175.00
06/14/2016	Breese Plumbing & Heating	annual rpz test/install new SS key & arch rise box	-1,273.09
06/14/2016	City of Iowa City	bus, fuel, library service, animal services, park ...	-13,694.89
06/14/2016	Big Ten University Towing, Inc	change flat tire Ford Explorer	-80.00
06/14/2016	Welt-Ambrisco Insurance	addl premium due after work comp audit	-2,460.00
06/14/2016	Ken Stanley	reimbursement for parking at Iowa Police Chief...	-19.00
06/14/2016	Siders Development	OUP inspections/reporting May 2016	-1,350.00
06/14/2016	Terry Goerd	May inspection services	-2,065.00
06/14/2016	Shive Hattery	engineering services 5/1/16-6/10/16	-9,115.02
06/14/2016	Virginia Miller	reimburse for tree from Pleasant Valley	-265.00
06/14/2016	VISA	Grasshopper/AED pads/intoximeters/gas/meal...	-608.55
06/14/2016	VISA	folders/postage/battery/toner/printer/when I work	-539.26
06/14/2016	Russ Boyer Construction	street patching 5/25/16 labor/materials/sign rep...	-356.00
06/14/2016	VISA	laptop & software/office supplies/stamps for cle...	-1,180.97
06/14/2016	Racom Corporation	repairs to mic clip/move cable/remove parts fro...	-507.50
06/14/2016	Kevin Burt	music performance at Farmers Market	-225.00
06/14/2016	Quezada, Silvia M	reimbursement for Farmers Market	-511.52

May 11 - Jun 14, 16

MEMORANDUM

TO: University Heights, Mayor, Council, and Staff
FROM: Josiah Bilskemper, P.E.
DATE: June 12, 2016
RE: City Engineer's Report – June 2016

(1) One University Place – Public Improvements Project

- a. Pavement widening on the north and south side of Melrose, and panel replacements within the intersection have been completed. The water main extension on Sunset Street north of Melrose has also been completed. The new retaining wall between Birkdale Court and the OUP main entrance drive (north side of Melrose) is substantially completed, and the sidewalk in this area has been poured back. There is still an additional row of stones to be placed across the top of the wall to bring it level with the sidewalk, and the railing will be installed after that. The restoration of sodded areas alongside the south curb on Melrose is a work in progress, with several long areas that are going to require removal and placement of new sod later in the project, as they have been damaged from vehicle and construction traffic.
- b. The contractor is planning to close off Sunset Street on the north side of the intersection on Tuesday, June 14. This north side of the intersection will be closed for reconstruction through the end of July. We continue to work with the City of Iowa City Traffic Department as they assist in making modifications to the existing traffic signal timings at the intersection during each stage of traffic control.
- c. The north sidewalk continues to remain closed between Sunset Street and Birkdale Court. There is a signed detour to the sidewalk on the south side of Melrose, and a temporary crossing at Birkdale that is signed and has temporary tape crosswalk markings. MidAmerican added an overhead light off an existing utility pole at this crosswalk location to illuminate the area at night.
- d. A complaint was received about an existing seam that had widened between two concrete panels on Melrose Avenue near Birkdale Court (west of the OUP project) that runs parallel with the direction of traffic. The width of the seam (about 3/4-inch) was wide enough for a road bike tire to drop into, and the rider reported falling over on the bike due to this. We are looking at best way to get this joint sealed to be level with the pavement. We have been in contact with the DOT and the Iowa Concrete Paving Association for recommendation on the best way to address this. Once this method is defined, we will request a cost estimate from Maxwell Construction (the roadway contractor already working on site in the same area) to complete this repair.
- e. We are also issuing a cost estimate from Maxwell Construction to remove and replace one damaged street panel on Melrose Avenue near Olive Court. An existing intake in this one street panel deteriorates frequently, and Russ patches it with asphalt regularly.



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

- a. MidAmerican completed their underground service installation to the new transformer on the OUP site, which provides power to the south building.
- b. At the May 10, 2016 meeting, the Council approved an agreement with MidAmerican to install a new pole in the right-of-way on the south side of Melrose Avenue, which will allow the existing pole on the north side to be removed. MidAmerican anticipates the work occurring early July, and hopes to have the north pole removed by mid-July.

(3) 2016 Sidewalk Repair Project (SW Quadrant)

- a. The contractor for the 2016 sidewalk project has not started work yet. They are required to start no later than July 1, 2016, and be complete by August 19, 2016.
- b. Properties with required repairs that did not sign up to be included in the City administered project were to coordinate their own repairs and have them completed by June 1, 2016. Last week we completed the follow-up inspection of these properties and found 6 properties with no repairs completed. Like last year, we'll make an effort to contact these property owners and confirm they do not already have a contractor of their own before officially adding them to the City project.

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

- a. We are coordinating with CenturyLink as they have requested a work in the right-of-way permit to provide a new underground service to the One University Place development.

(5) Street Sweeping and Street Signs

- a. At the regular meeting on May 10, 2016, the Council directed that street sweeping be coordinated and completed. The street sweeping work was completed in during the third week of May. The Council also approved Resolution No. 16-27 for “No Parking Any Time” signs to be installed on Marietta Avenue, east of George Street. Russ Boyer completed installation of these signs on May 25.

(6) June Availability

- a. I will be out of the office starting June 17, and returning on June 28. I'll be out of state with my family, but will have access on my cell phone and e-mail for urgent items. Locally, you can contact Kevin Trom at our office (319-354-3040; ktrom@shive-hattery.com). Kevin is familiar with city engineering items in University Heights, and has worked with some of the current council and staff on previous projects. Kevin will work with Ryan Bowers (rbowers@shive-hattery.com) at our office, who has done construction observation and inspection on previous projects in University Heights.
- b. I'll be coordinating this week with the construction foreman for the Public Improvements Project to review upcoming work in June and get questions answered in advance. I'll also touch base with Glenn Siders and Ron Amelon from MMS (project designer) to identify any upcoming work that requires advance coordination.

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

JDB

RESOLUTION NO. 16-37

RESOLUTION AUTHORIZING MAYOR TO SIGN CONTRACT WITH EMMONS & OLIVER RESOURCES, INC. FOR SENSITIVE AREAS MAPPING SERVICES AT A COST NOT TO EXCEED \$1,800.00

WHEREAS, the University Heights Zoning Commission is reviewing the City’s regulations of sensitive areas in the City, restrictions on development of those areas, enforcement mechanisms related to the regulations and restrictions, and whether to recommend that the City Council make changes to City Ordinances to improve the regulations, restrictions, and enforcement mechanisms; and

WHEREAS, the Zoning Commission requests that the City engage the services of Emmons & Oliver Resources, Inc. to produce a sensitive areas map for the City to assist the Commission with its work and to have such a resource otherwise available to the City and citizens; and

WHEREAS, Emmons & Oliver Resources, Inc. proposed to perform the requested work pursuant to a written contract denominated “Engineering Consultant Standard Service Contract”, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the proposed contract establishes fees not to exceed \$1,800.00,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of University Heights, Iowa, that the Mayor is authorized to sign the Engineering Consultant Standard Service Contract with Emmons & Oliver Resources, Inc. in the form attached as Exhibit “A”.

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

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

Upon Roll Call thus recorded, the Resolution is declared adopted this 14th day of June, 2016.

Weldon E. Heitman (Wally), Mayor

City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

UH - Resolution 16-37 authorizing mayor to sign Emmons & Oliver agrmt 06 14 16

ENGINEERING CONSULTANT STANDARD SERVICE CONTRACT

This Agreement is effective on the 1st day of March, 2016, by and between the City of University Heights, Iowa (“Client”) and Emmons & Olivier Resources, Inc. (“Consultant”) for services that Consultant will perform for the Sensitive Sites Mapping Project within the city limits of University Heights, Iowa (the “Site”).

SCOPE OF SERVICES

Consultant will provide Client with the services described in the Consultant’s proposal, attached as Attachment I and incorporated by reference (the “Work”).

COMPENSATION

Client agrees to pay Consultant the fees stated in Attachment I (the “Fees”) for the Work. Client agrees to pay for any services that are (a) required because of a material increase in the scope of the Work or (b) requested in addition to the Work on a time and materials basis at the rates provide in the Consultant’s schedule of fees which are a part of Attachment I unless otherwise agreed to by both parties in writing.

This Agreement is subject to the following General Conditions:

SECTION 1: FEE PAYMENT

1.1 Consultant will submit invoices to Client monthly with a final invoice on completion of the Work. Invoices will show charges based on the Fees. A detailed separation of charges and backup data will be provided at Client’s request.

1.2 Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid. Payments will be credited first to interest and then to principal.

1.3 If Client fails to pay Consultant within sixty (60) days after invoice date, Consultant may deem failure to pay a breach of this Agreement, terminate the same, and be relieved of any and all duties under this Agreement.

SECTION 2: PROJECT INFORMATION

2.1 Client will provide to Consultant in writing information known to Client regarding existing and proposed conditions of the Site. The

information will include without limitation, but only as appropriate to the work, as-built blueprints, mechanical drawings, construction specifications, operating and performance criteria for mechanical systems, site plans, hydrologic data, subsurface or latent physical conditions at the Site, previous soil data including borings, field or laboratory tests, and written reports, and notice of all known hazardous, toxic, radioactive, pollutant, or irritant conditions at the Site (“Project Information”).

2.2 Client will immediately transmit to Consultant any updates, revisions, or additions to the Project information as they become available to it or its consultants.

SECTION 3: OWNERSHIP - DOCUMENTS

3.1 Consultant will prepare and deliver to Client certain design documents as instruments of the professional services performed. All design documents delivered to Client will become the property of Client; provided, however, Consultant will retain an ownership and property interest (including the right to reuse). Client will, to the fullest extent permitted by applicable

law, indemnify, defend, and hold harmless Consultant from and against any and all claims, liabilities, losses, damages, costs, or expenses including, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of or related to: (a) use of the design documents for locations or times not covered by the design documents; (b) use of information from the design documents out of context; or (c) interpretation of the meaning of the design documents by third parties without the written consent of Consultant.

3.2 Client agrees that all reports and other instruments of professional service furnished to the Client that are not paid for will be returned to Consultant upon written demand by Consultant and will not be used by Client for any purpose.

3.3 Consultant will retain all pertinent records relating to the Work for a period of three (3) years after the report is delivered. During that time, the records will be made available to Client during Consultant's normal business hours.

3.4 Consultant understands that all documents related to the project are by Iowa Law considered public record and shall be provided to the City of Storm Lake and the City shall have the right to distribute as such.

SECTION 4: STANDARD OF CARE

4.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

4.2 Engineer shall provide construction oversight for various parts of the construction and shall act as the City's representative on the project site from time to time, however Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences,

or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

4.3 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

4.4 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

SECTION 5: INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Client and Consultant each agree to indemnify and hold the other (and their respective officers, employees, and agents) harmless for losses resulting from and to the extent of its own negligence or willful-misconduct, except as provided in Section 5.2.

5.2 Notwithstanding the provisions of Sections 5.1, Consultant will not be responsible for any consequential, special, or indirect damages or any loss of anticipated profits sustained by Client, its successors or assigns.

5.3 Nothing in this Section 5 will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.

SECTION 6: INSURANCE

Consultant will carry: (a) workers' compensation and employer's liability insurance to comply with laws of the state in which any project is undertaken by Consultant under this Agreement and applicable Federal laws, (b) comprehensive general liability insurance with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence and \$2 million aggregate and with completed

operations coverage having a \$1 million aggregate limit, (c) comprehensive automobile liability insurance, covering all automobiles, trucks, and miscellaneous powered and automotive equipment owned or used by Consultant, with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence, and (d) professional liability insurance in an amount not less than \$1 million per occurrence. Certificates for insurance will be provided to Client upon request.

SECTION 7: ATTORNEY'S FEES

In the event of any controversy, claim, dispute, or litigation between the parties related to this Agreement or its breach, the prevailing party will be entitled to recover from the other party, in addition to other relief as may be granted, a reasonable sum as and for its attorney's fees together with expert's fees and other costs incurred as may be determined by a court of competent jurisdiction. Client also agrees to pay all costs of collection, including reasonable attorney's fees, in the event payment is not received as provided herein; this liability for attorney fees is not contingent upon suit being filed by Consultant.

SECTION 8: SITE LOCATION/ACCESS /PERMITS AND APPROVALS

8.1 Client will provide access to the Site for Consultant personnel and equipment as Consultant may deem necessary to complete the Work.

8.2 Consultant will take reasonable precautions to minimize damage to property on which it performs Work. Client agrees, however, that some damages may occur to property in the normal course of work absent negligence by Consultant and that the correction of any damage to property will be undertaken by Consultant and billed to Client. In the event of negligence by Consultant resulting in damage to property, Consultant will bear the cost of correcting the damage in proportion to its negligence.

SECTION 9: AGENCY/RIGHT OF ENTRY

In order to permit timely access to properties owned by third parties where access is deemed

by Consultant to be necessary or beneficial to the Work, Client hereby appoints Consultant and its employees as its agent authorized to execute right of entry agreements on behalf of Client. Client agrees that Consultant's failure to obtain entry to property owned by third parties will not be deemed a breach of this Agreement and Consultant will have no obligation to provide indemnification of third parties, or otherwise obligate itself, in order to obtain entry to property.

SECTION 10: UTILITIES

Consultant will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Consultant may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has proceeded with reasonable precautions and in reliance on that information.

SECTION 11: FORCE MAJEURE

If completion of any portion of the Work is delayed for causes beyond the control of or without the fault of Consultant including Force Majeure, the time of performance of the Work will be extended for a period equal to the delay. Force Majeure includes, without limitation, acts of God; acts of the public enemy; acts of federal, state, local, or foreign governments; acts of Client's subconsultants or agents; fires; floods; epidemics; strikes; riots; freight embargoes; and unusually severe weather.

SECTION 12: TERMINATION

12.1 This Agreement may be terminated by either party upon seven (7) calendar days written notice if there is a substantial failure of performance by the other party. Termination will not be effective if the substantial failure is remedied before expiration of the seven (7) days.

12.2 Upon termination, Consultant will be paid for services completed but not yet paid.

SECTION 13: ASSIGNMENT

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld, except Consultant may use the services of persons and entities not in its employ when it is customary to do so. These may include, without limitation, surveyors, specialized consultants, drilling contractors, testing laboratories, and construction contractors.

SECTION 15: MISCELLANEOUS

14.1 The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Work.

14.2 This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.

14.3 This Agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the state in which the Work is performed, regardless of the conflict of law principles customarily applied by the courts of any jurisdiction. Venue and adjudication will be in that state.

14.4 Any of the terms or conditions of this Agreement may be waived at any time by the party that is entitled to benefit therefrom, but no waiver will affect or impair the right of the waiving party to require observance,

performance, or satisfaction of any other term or condition hereof. Any of the terms or provisions of this Agreement may be amended or modified at any time by agreement in writing executed by each party hereto.

14.5 All provisions of this Agreement allocating responsibility between Client and Consultant will survive the completion of the Work or termination of this Agreement.

14.6 Any provision or part of this Agreement adjudicated to be void or unenforceable under any law will be deemed deleted, such deletion to apply only with respect to the jurisdiction in which such adjudication is made, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Agreement will be reformed to replace the deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the deleted provision.

14.7 In keeping with the intent of the parties that this is the entire Agreement between them, the parties agree that the preprinted terms and conditions of any Client activating letter/purchase order issued to request Work pursuant to this Agreement will not apply to the Work, regardless of whether Consultant executes the activating letter/purchase order in acceptance of the Work.

14.8 Client has authority to enter into this Agreement and any person signing it on Client's behalf has been duly authorized to sign.

WHEREUPON, the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SIGNATURES

Emmons & Olivier Resources, Inc.

Client: City of University Heights, Ia

By _____
Signature

By _____
Signature

Printed Name

Printed Name

Its _____
Title

Its _____
Title

ATTACHMENT I

Project Understanding + Approach

The goal of this project is to do buffer, forest, prairie, critical slope and sensitive site mapping for the City of University Heights. Inputs used to identify areas in need of buffers and/or sensitive sites will include:

1. LiDAR data used to:
 - a. Generate 3 meter rasters of slope and distance to the nearest perennial stream.
 - b. Identify areas with critical slopes through calculation of stream power index (SPI).
 - c. Identify areas with significant depressions through calculation of compound topographic index (CTI).
2. National Land Cover (NLCD) 2001,2006, 2011 data, National Agricultural Statistics Service (NASS) Cropland Data Layer (CDL)and aerial photography used to:
 - a. To pinpoint areas where landuse has changed
3. County-soil survey information used to:
 - a. delineate soils with low vs. high runoff potential
 - b. identify, verify, and map all forested areas.

The stream power index (SPI) calculation measures the erosive power of overland flow as a function of local slope and upstream drainage area. High SPI values are typically correlated with active erosion problems on the landscape. The Compound Topographic Index (CTI) can be used to identify areas where ponding (potentially restorable wetlands) naturally occurs in a watershed. Areas with high CTI scores can be targeted for potential wetland restoration strategies. EOR will combine the SPI and CTI signatures with other GIS data to identify areas that:

1. Are coincident with hydric soils and appropriate land uses for implementation of management practices.
2. Are located within 30-50' of river/stream/lake:

Residential	30 feet
Industrial	50 feet
Mid/High Density Residential & Commercial	50 feet

3. Show visible signs of active erosion or ponding.
4. Are cost effective based on a cost benefit comparison of 2015 Environmental Quality Incentive Program (EQIP) rates with estimated reductions in (constituent) loading.

The 2014 NASS CDL and the 2011 NLCD land use layer will be queried to identify all forested land uses. These forested areas will be compared against the 2013 NAIP aerial image and LiDAR data (return density) to verify the extent of all forests within the city boundary.

Work Plan

Task 1.0- GIS Data Collection

Compile, organize, and begin reviewing all GIS data needed to do buffer and sensitive site mapping including:

- Parcel Shapefile
- National Agricultural Statistics Service (NASS) Cropland Data Layer (CDL) -2014
- 2013 National Agriculture Imagery Program (NAIP) Ortho Imagery of Johnson County, Iowa
- Land use data - 2011 National Land Cover Dataset (NLCD)
- County Zoning Shapefile used to define new development and redevelopment areas
- National Wetland Inventory used to identify existing wetlands

- Light Detection and Ranging (LiDAR) used to create high resolution digital elevation model from which flow accumulation, flow direction, slope, stream power index and compound topographic index can be calculated. LiDAR data can also be used to verify the locations of forests.
- Rivers, Lakes, and Streams Shapefiles
- County SSURGO Soils database used to identify hydric soils

Task 1 Output:

GIS Database of all input and output files used in analysis

Task 2.0- Terrain Analysis

The project area should be split up into quarter-sections (“QS”; roughly 160 acre, 2640 feet on a side) for landscape sediment source assessment and ranking. Each QS should be analyzed according to the following procedure:

- LiDAR should be used to generate 3 rasters of SPI, CTI and distance to the nearest perennial stream.
- NLCD 2001-2011 land use change data should be used to pinpoint areas that have been recently changed.
- NLCD 2011, NASS CDL 2014, NAIP 2013 imagery, and LiDAR data should be used to identify and verify all forests within the city boundary.
- County-soil survey information (using 30 meter digital SSURGO soils data) should be used to delineate soils with low vs. high runoff potential (using hydrologic soil group ratings: “A”, “B”, “C”, “D”, “A/D”, “B/D”, “C/D”).
- These five GIS raster layers should then be intersected using raster algebra and zonal statistics to produce a representative, weighted QS “Runoff Risk” with qualitative ratings of Critical, Very High, High or Present.

Task 2 Output:

GIS methodology documentation and metadata

GIS files used to determine runoff risk

Task 3.0- GIS Map Development and Summary Memo

Develop high resolution maps that will be used to depict runoff risk at a variety of scales including the county scale, watershed scale, and field scale. Include maps in a summary memo that highlights methods used, findings of the GIS analysis, prioritized areas for implementation, forested areas, and recommendations for next steps.

Task 3 Output:

Large scale, color maps.

Summary memo

Shapefiles of buffers, forests ,prairies, wetlands, critical slopes and sensitive sites (individually).

Shapefile of “runoff risks” data.

Project Budget

The project will be completed as described for a not to exceed cost of \$1,800.00

The project will be billed at the following rates:

Jason Naber, Project Manager	\$157.00
Joe Pallardy, Water & Natural Resource Specialist	\$ 93.00
Etoile Jensen, GIS Director	\$ 98.00

University Heights June 2016 eGovernment Report

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

- **May 24, 2015**
 - Board of Adjustment
- **May 22, 2015**
 - Melrose Detour, Special Meeting agenda
- **May 16, 2015**
 - Council meeting webstream
- **May 13, 2015**
 - Bike to Work Breakfast
- **May 9, 2015**
 - Council meeting agenda & attachments
- **May 8, 2015**
 - Council meeting agenda
- **May 6, 2015**
 - Council meeting and Zoning commission minutes
- **May 4, 2015**
 - Jennifer Reinhardt book reading
- **May 2, 2015**
 - Zoning Commission meeting agenda
- **May 1, 2015**
 - Farmer's Market info, Bicycle Month proclamation

Monthly Statistics from Stat Counter

Page Views	Unique Visits	1 st Time Visits	Returning Visits	
1,260	899	579	320	Total
41	29	19	11	Average

Monthly Statistics from Webalyzer

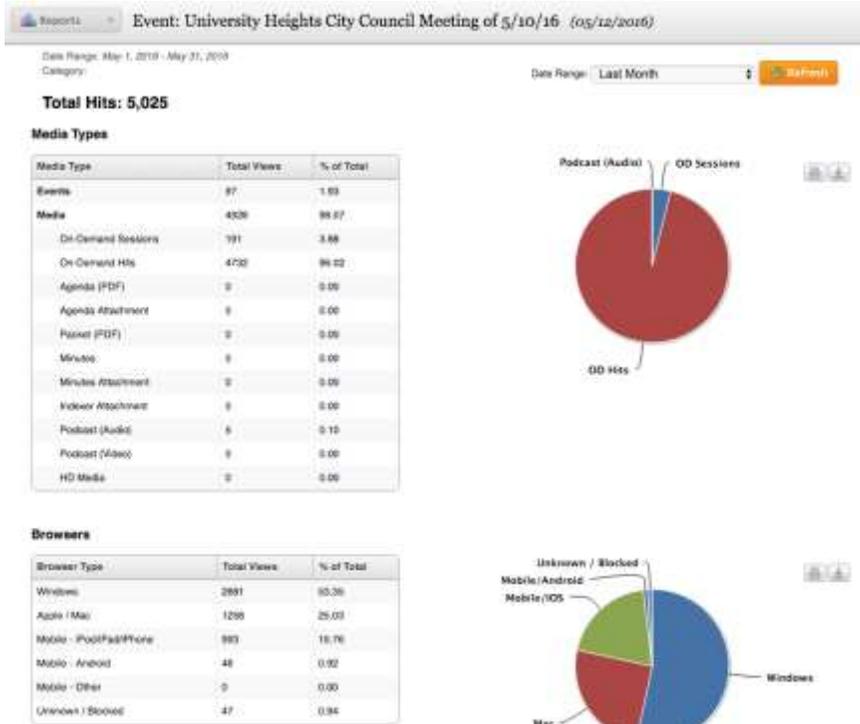
Hits per Hour	81
Hits per Day	1967
Pages per Day	471
Total Visits	2209
Total Unique User Agents	538
Average Visits Per Day	245

Twitter

Tweets	2
Re-tweets	0
Followers	84

University Heights City Council Meeting Webcasts Viewing Statistics From EarthChannel

May Council Meeting statistics 5/12/16 to 5/31/16



April Council Meeting statistics 4/14/16 to 5/31/16



Google Domain Update

No change from last month.