



NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA

City Council agendas are also available on the Internet at www.siuox-city.org.

You are hereby notified a meeting of the City Council of the City of Sioux City, Iowa, will be held August 24, 2015, 4:00 p.m., local time, in the City Council Chambers, 5th Floor, City Hall, 405 6th Street, Sioux City, Iowa, for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Council.

This is a formal meeting during which the Council may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Council for speakers:

1. Anyone may address the Council on any agenda item.
2. Speakers should approach the microphone one at a time and be recognized by the Mayor.
3. Speakers should give their name, spell their name, give their address, and then their statement.
4. Everyone should have an opportunity to speak. Therefore, please limit your remarks to **three minutes on any one item**.
5. At the beginning of the discussion on any item, the Mayor may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under 'Citizen Concerns'.
7. For the benefit of all in attendance, please turn off all cellular phones and other communication devices while in the City Council Chambers.

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1. Call of the roll - Silent prayer and Pledge of Allegiance to the Flag - Proclamations

CONSENT AGENDA

Items 2 through 9F constitute a Consent Agenda. Items pass unanimously unless a separate roll call vote is requested by a Council Member.

2. Reading of the City Council minutes of August 11, 17 and 18, 2015. ([Gather](#), [Regular](#), [Joint](#))
3. [MRHD - Resolution authorizing the Economic Development Department to submit a grant application with the Missouri River Historical Development in the amount of \\$250,000 for the purpose of assisting with city entryway signs.](#)
4. [SIOUX CITY SYMPHONY - Resolution temporarily closing Pierce Street from 5th Street to 6th Street beginning at 5:00 a.m. and ending at 11:00 p.m., Saturday, September 19, 2015 for the Sioux City Symphony's 100th Season Opening Night Gala.](#)
5. **ACTIONS ADOPTING CONSTRUCTION DOCUMENTS**
 - A. [ANNUAL SEALING - Resolution adopting plans, specifications and form of contract for the proposed construction of the 2015 Annual Crack Sealing Project. \(Project No. 6814-719-121\)](#)

- B. POLICE/FIRE HEADQUARTERS - Resolution adopting plans, specifications and form of contract for the proposed construction of the Police/Fire Headquarters Renovation Project. (601 Douglas Street)

6. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. WCICC - Resolution approving Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission between the City of Sioux City, Iowa and Woodbury County, Iowa.
- B. NELSON CONSTRUCTION - Resolution approving the contract and performance bond with K & S, LLC d.b.a. Nelson Construction & Development in the amount of \$818,815 for the Milwaukee Railroad Shops Historic District Phase V Project STP-ES-7057(665)-81-97.
- C. I & A CONSTRUCTION - Resolution awarding a contract to I & A Construction in the amount of \$36,575 for the Fire Station No. 7 Equipment Apron Repairs Project. (Project No. 6826-159-019)
- D. SEWALSON - Resolution approving the contract and performance bond with Sewalson Contracting, Inc. in the amount of \$250,662.60 for the Ravine Park Improvements Project. (Project No. 6652-549-148)
- E. KP CONSTRUCTION - Resolution awarding and approving a contract to KP Construction, Inc. in the amount of \$79,999.99 for the BNSF Railroad Crossing Repairs - Pierce Street and Nebraska Street Project. (Project No. 6807-719-130)
- F. SIOUX CONTRACTORS - Resolution approving Change Order No. 2 in the amount of \$15,983 to the contract with Sioux Contractors Inc., Sioux City, Iowa, for the replacement of additional damaged steel decking in connection with the Hangar 675 Roof Replacement Project at the Sioux Gateway Airport/Col. Bud Day Field. (Contract No. 99492)
- G. ALBENESIUS, INC. - Resolution awarding and approving a contract to Mark Albenesius, Inc. in the amount of \$51,877.50 for the South Irene Street Water Main Project (Dodge Avenue to Chicago Avenue). (Project No. 6786-519-127)
- H. MINGER CONSTRUCTION - Resolution approving the contract and performance bond with Minger Construction Companies, Inc. of Jordan, Minnesota, in the amount of \$7,730,785.45 for the construction of the I-29 Sanitary Sewer Relocation along Larsen Park Road, from Floyd Boulevard to Perry Creek Lift Station Project. (Project No. IM-NHS-029-6(258)147--03-97)
- I. SHORT ELLIOTT HENDRICKSON - Resolution awarding a Consulting Services Agreement to Short Elliott Hendrickson, Inc. of Mason City, Iowa, for the preparation of bid documents for site preparation for the Cone Park project in an amount not to exceed \$49,400.

- J. VAST BROADBAND - Resolution granting a permit to Clarity Telecom, LLC d.b.a. Vast Broadband to own, operate and maintain underground cable from the intersection of 11th Street and Pierce Street, east to Jennings Street, south to the east/west alley between 4th Street and 5th Street, west to Jones Street, south to 3rd Street, west to Nebraska Street, and south to 130 Nebraska Street.
- K. VAST BROADBAND - Resolution granting a permit to Clarity Telecom, LLC d.b.a. Vast Broadband to own, operate and maintain underground cable from the southwest corner of the intersection of Sergeant Road and South Lakeport Street, then east to the southeast corner of the same intersection, then north to the northeast corner of the same intersection, then east along the north side of Sergeant Road to 5776 Sergeant Road.
- L. IDOT - Resolution approving Addendum No. 2008-P-191J to Agreement No. 2008-P-191 with the Iowa Department of Transportation for Additional Design Efforts in connection with Segment 2 of the I-29 Reconstruction Project.
- M. HANDY, L.C. - Resolution authorizing and approving a Development Agreement with Handy, L.C. in association with the FedEx Freight Expansion Project. (2225 Murray Street)

7. ACTIONS AUTHORIZING THE ISSUANCE OF CHECKS

- A. CONCRETE SPECIALTY - Resolution accepting the work and authorizing final payment to Concrete Specialty, Inc. for the South Fairmount Street Reconstruction from south of Dodge Avenue to north of Leech Avenue Project. (Project No. 6646-719-133)
- B. TORT CLAIM - Resolution approving settlement of a tort claim and authorizing payment. (Camarena)

8. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. CLASS "C" BEER PERMIT

- 1. Central Mart, 800 Hamilton Boulevard (Renewal)
- 2. Kum & Go, 1821 Hamilton Boulevard (Renewal)
- 3. Laurences Foods, 2020 27th Street (Renewal)
- 4. Wal-Mart Supercenter, 3400 Singing Hills Boulevard (Renewal)
- 5. Las Aguilas, 1820 Center Street (Renewal)
- 6. Kum & Go, 1373 Pierce Street (Renewal)

B. CLASS "A" LIQUOR LICENSE

- 1. Veterans of Foreign Wars, 2126 Court Street (Renewal)

C. CLASS "C" LIQUOR LICENSE

- 1. Corner Pocket, 2425 5th Street (Renewal)
- 2. Hunan Palace Chinese Restaurant, 3523 Singing Hills Boulevard (Renewal)
- 3. Doxx, 1219 5th Street (Renewal)
- 4. Toddy's Tap, 414 20th Street (Renewal)
- 5. Tyson Events Center/Long Lines Family Center, 3808 Stadium Drive (09/12/15 Temporary Transfer: Musketeers Pre-Season Game)
- 6. Tyson Events Center/Long Lines Family Center, 3808 Stadium Drive (09/15/15 Temporary Transfer: Musketeers Pre-Season Game)
- 7. Orpheum Theatre, 520-528 Pierce Street (09/19/15 Temporary Outdoor: Sioux City Symphony 100th Anniversary Event)

- D. CLASS "E" LIQUOR LICENSE
 - 1. Central Mart, 800 Hamilton Boulevard (Renewal)
 - 2. Kum & Go, 1821 Hamilton Boulevard (Renewal)
 - 3. Wal-Mart Supercenter, 3400 Singing Hills Boulevard (Renewal)
 - 4. Kum & Go, 1373 Pierce Street (Renewal)
 - E. SPECIAL CLASS "C" LIQUOR LICENSE
 - 1. El Fredo Pizza, 523 West 19th Street (Renewal)
 - 2. LAMB Productions Theatre, 417 Market Street (Renewal)
 - F. CLASS "B" WINE PERMIT
 - 1. Central Mart, 800 Hamilton Boulevard (Renewal)
 - 2. Kum & Go, 1821 Hamilton Boulevard (Renewal)
 - 3. Laurences Foods, 2020 27th Street (Renewal)
 - 4. Wal-Mart Supercenter, 3400 Singing Hills Boulevard (Renewal)
 - 5. Kum & Go, 1373 Pierce Street (Renewal)
9. RECEIPT OF BOARD, COMMISSION AND COMMITTEE MINUTES:
- A. Civil Service Commission - April 17 and June 29, 2015
 - B. Cone Park Advisory Committee - June 17, July 1 and July 9, 2015
 - C. Environmental Advisory Board - July 9, 2015
 - D. Events Facilities Advisory Board - June 19, 2015
 - E. Parks & Recreation Advisory Board - August 5, 2015
 - F. Sioux City Sports Commission - August 11, 2015

- End of Consent Agenda -

HEARINGS

- 10. Hearing and Resolution approving plans, specifications, form of contract and estimated cost for the proposed construction of a single-family dwelling located at 861 15th Street.
- 11. Hearing and Resolution approving plans, specifications, form of contract and estimated cost for the proposed construction of a single-family dwelling located at 2601 Vine Avenue.
- 12. Hearing and Resolution accepting the proposal of AP Sioux City, LLC for the purchase of certain land in the Donner Park Urban Renewal Area and authorizing a development agreement and assessment agreement. (vacated Sergeant Road east of Sunnybrook Drive and adjacent to 6021 Sunnybrook Drive)

RECOMMENDATIONS OF PLANNING AND ZONING

- 13. Hearing and Ordinance rezoning 5600 41st Street from Zone Classification AG (Agriculture, 20 Acres Per Unit Minimum) to Zone Classification RR (Rural Residential, 2 Acres Per Unit Minimum). (Petitioner: Sean Ring) The Planning and Zoning Commission recommends approval of this item. (File No. 2015-0052)
- 14. Hearing and Ordinance vacating the east/west alley adjacent to 1314 South Paxton Street. (Petitioner: Britain Ragar) The Planning and Zoning Commission recommends approval of this item. (File No. 2015-0053)

15. Hearing and Ordinance vacating the north/south alley adjacent to 4815 Correctionville Road. (Petitioner: Darin Rathe) The Planning and Zoning Commission recommends approval of this item. (File No. 2015-0049)
16. Resolution accepting and approving the final plat for "Green Avenue Addition, Plymouth County Iowa" located at 32314 Green Avenue in Plymouth County. (Petitioner: Steven Ohlerking) The Planning and Zoning Commission recommends approval of this item. (File No. 2015-0050)
17. CITIZEN CONCERNS
18. COUNCIL CONCERNS
19. ADJOURNMENT

The City Council gathered at the Betty Strong Encounter Center, 900 Larsen Park Road, Sioux City, Iowa, for a City Council Retreat at 12:00 p.m. The following Council members were present on call of the roll: Capron, Groetken, Moore, and Scott. Absent: Radig. **(Radig entered the meeting at 2:45 p.m.)**

Other staff members present included: Robert Padmore, City Manager.

During the retreat the following items were discussed. No action was taken on any item:

Organizational Issues – Public Works/Utilities Director Updates
Communication Between Mayor and Council and Staff Budget
Downtown Green Space Timing
Country Club – MidAmerican Tree Issue
Pomegranate – WITCC
Development Requirements – City Required
Ownership/Maintenance of Buffer Zones
Red Tag Issues – Mothballing of Historical Buildings

ADJOURNMENT

There being no further business, the meeting was adjourned at 3:10 p.m., on motion by Capron, seconded by Radig; all voting aye.

ATTEST: _____
Lisa L. McCardle, City Clerk

Robert E. Scott, Mayor

1. The Regular Meeting of the City Council was held at 4:00 p.m. The following Council Members were present on call of the roll: Capron, Groetken, Moore, Radig and Scott. Absent: None.

Staff members present included: Robert Padmore, City Manager; Nicole Jensen-Harris, City Attorney; and Lisa McCardle, City Clerk.

CONSENT AGENDA

Motion by Scott, seconded by Radig, to adopt the Consent Agenda; all voting aye. Items 2 through 11C are approved unanimously unless specifically noted after the item.

2. Reading of the City Council minutes of August 10, 2015.

Reading of the minutes of August 10, 2015, was waived and as part of the consent agenda the minutes were approved as presented.

3. RELOCATION APPEALS – Resolution adopting and approving a Relocation Appeals Policy and Procedures for the City of Sioux City, Iowa and repealing Resolution No. 94/U-1755.
2015-0622
4. RAILROAD REPAIRS - Resolution temporarily closing Pierce Street at the railroad crossing beginning at 9:00 a.m. on September 14, 2015 and ending at 5:00 p.m. on September 18, 2015 and Nebraska Street at the railroad crossing beginning at 9:00 a.m. on September 21, 2015 and ending at 5:00 p.m. on September 25, 2015 to accommodate railroad crossing surface repairs and approach improvements.
2015-0623

Jill Wanderscheid, Neighborhood Services Supervisor, provided information on the item.

5. 5TH AVENUE - Resolution proposing to grant a Temporary Easement. (The north 0.6 feet of the vacated east/west alley abutting the east 20.15 feet of property known as 3510 5th Avenue) (Petitioner: Joshua P. Koppelman and Sara Koppelman) (Purchase Price: \$15 plus costs)
2015-0624
6. CIVIL SERVICE - Motion appointing Cynthia Hanson to the Civil Service Commission to complete the balance of a four year term expiring April 3, 2017, replacing Robert Hamilton.
2015-0625
7. GOVCONNECTION - Resolution awarding a purchase order to GovConnection of Dakota Dunes, South Dakota, an agent of Hewlett Packard, in an amount not to exceed \$212,020.98 for the purchase of ninety-four (94) desktop computers, twenty-two (22) workstation computers, forty-four (44) laptops, thirty-one (31) Surface Pros, six (6) 19" monitors, seventy-two (72) 21.5" monitors, sixty (60) 24" monitors and twenty-six (26) external optical drives. (Bid No. 226404)
2015-0626

Mike Collett, Assistant City Manager/Administration; and John Malloy, IT Director; provided information on the item.

8. CIVIL PENALTIES AND SUSPENSIONS

- A. KUM & GO - Resolution assessing a \$1,500 civil penalty and suspending for thirty days the liquor permit issued to Kum & Go LC d.b.a. Kum & Go #248, 2026 Riverside Boulevard, Sioux City, Iowa, for violation of the Iowa Beer/Wine and Liquor Laws. **2015-0627**
- B. CASEY'S - Resolution assessing a civil penalty of \$500 against Casey's Marketing Company d.b.a. Casey's General Store #1179, 1727 Casselman Street, Sioux City, Iowa, for violation of the Iowa Beer/Wine and Liquor Laws. **2015-0628**
- C. MINERVA'S - Resolution assessing a civil penalty of \$500 against Claremont, LLC d.b.a. Minerva's of Sioux City, 2945 Hamilton Boulevard, Sioux City, Iowa, for violation of the Iowa Beer/Wine and Liquor Laws. **2015-0629**

9. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. RP CONSTRUCTORS - Resolution awarding a contract to RP Constructors, LLC in the amount of \$951,714 for the North Lewis Boulevard Water Main 1st Street to 31st Street - Phase 1 (31st Street to 20th Street) Project. (Project No. 6782-519-237) **2015-0630**
- B. MINGER - Resolution approving Change Order No. 3 to the contract with Minger Construction, Inc. in the amount of \$68,668.80 for heavy duty sanitary sewer cleaning in connection with the Wesley Parkway - Phase 1 Sanitary Sewer and Manhole Rehabilitation Project. (Project No. 6677-539-215) **2015-0631**

Glenn Ellis, City Engineer, provided information on the item.

- C. DGR - Resolution approving a Consulting Services Agreement with DGR Engineering for design of the Jackson Street Reconstruction (14th Street to 18th Street) Project (Project No. 6647-719-133) in an amount not to exceed \$212,749. **2015-0632**
- D. VAST BROADBAND - Resolution granting a permit to Clarity Telecom, LLC d.b.a. Vast Broadband of Sioux Falls, South Dakota, to own, operate and maintain underground cable from a vault in the alley behind 1108 Douglas Street, south to 11th Street, east along the north side of 11th Street, across Pierce Street, and ending in a vault on the northeast corner of the intersection of 11th Street and Pierce Street. **2015-0633**

Glenn Ellis, City Engineer, provided information on the item. Brett Ritter, Director Business Services, Vast Broadband, spoke on the item.

- E. VAST BROADBAND - Resolution approving a Lease Agreement between Clarity Telecom, LLC d.b.a. Vast Broadband and the City of Sioux City for use of dark fiber optics between the 11th Street and Pierce Street vault and the Martin Luther King Ground Transportation patch panel and between the Martin Luther King Ground Transportation patch panel and the 5th Street and Jennings Street vault. **2015-0634**

10. APPLICATIONS FOR BEER AND LIQUOR LICENSES

- A. CLASS "B" LIQUOR LICENSE
1. Ramada Sioux City, 130 Nebraska Street (Renewal)
- B. CLASS "C" LIQUOR LICENSE
1. The Old Brass Rail, 601 Pearl Street (Renewal)
 2. Throttle Bar, 3128 Highway 75 North (08/28/15-08/29/15 Temporary Outdoor)

11. RECEIPT OF BOARD, COMMISSION AND COMMITTEE MINUTES:

- A. Human Rights Commission - August 6, 2015
- B. Planning and Zoning Commission - August 11, 2015
- C. Woodbury County Information and Communication Commission - June 10, 2015 and July 8, 2015

- End of Consent Agenda -

DISCUSSION

12. Resolution adopting the Comprehensive Solid Waste Reduction Plan for the City of Sioux City, Iowa. **2015-0635**

Melissa Campbell, Environmental Service Analyst, provided information on the item. Jeff Phillips, Barker Lemar Engineering, spoke on the item.

Motion by Scott, seconded by Moore, to adopt the proposed resolution; all voting aye.

13. Hearing on Manager's report on demolition of and Resolution declaring a certain structure to be dangerous or dilapidated as defined by the municipal code and authorizing the City Manager to carry out such order to demolish said structure. (Address: 2138 Fairbanks Street) (Property Owner: Rodney D. Boettcher) (**Deferred from April 17, 2014, June 16, 2014, October 16, 2014, December 8, 2014, January 15, 2015, April 23, 2015 and July 16, 2015**) **2015-0636**

Darrel Bullock, Code Enforcement Manager; and Justin Vondrak, Assistant City Attorney; provided information on the item. Marsha Jarman, 2130 Fairbanks St, spoke on the item.

Protests were received. Motion by Radig, seconded by Moore, to delete the item; motion and second withdrawn. The hearing was closed and on motion by Scott, seconded by Capron, the proposed resolution to demolish was adopted; Capron, Groetken, Moore and Scott voting aye; Radig voting nay.

PRESENTATION

14. Downtown Partners Quarterly Update.

Ragen Cote, Executive Director Downtown Partners; and Mark Hines, Treasurer Downtown Board of Directors; provided information on the item.

15. CITIZEN CONCERNS

Dee Coon, 6 Union Ct, McCook Lake, South Dakota, spoke on the property at 1529 Grandview Blvd stating she had drawn up a purchase agreement with Mr. Gengler; she has also discussed a repair plan with contractors to obtain costs. Radig stated Coon needs to present her information to Darrel Bullock, Code Enforcement Manager, to start the process of removing the placard from the property. Jeff Hanson, Community Development Operations Manager, stated since the property was approved for demolition City staff has proceeded with the process and bid out the asbestos removal, however the utilities have not been disconnected at this time. Hanson asked Coon to leave her contact info and Bullock will contact her. Coon stated she wanted to restore the house to a single unit and use as a shelter house.

16. COUNCIL CONCERNS

Moore inquired about the water tower painting project stating he has received complaints about the process; Padmore stated all the cell phone carriers involved with the project received ample notice that they would have to remove their hardware before the painting began. Rick Mach, Interim Utilities Director, provided information on the timeline of the notice given with the carriers in October 2014. Mach stated they all received ample warning that they would have to vacate. Moore stated he presented a commendation to Ron Wahab for being a volunteer for the Westside Little League for 40 years, Moore stated presenting commendations is an exciting part of being on the Council.

Radig stated he received concerns on the noise from the Hard Rock concert Saturday; Padmore stated the Hard Rock stays committed to improving noise control; Police Capt. Lisa Claves, stated they received 14 complaints on the loud music which is down from the 34 complaints the Police received the week before; Capt. Claves stated they are mapping the source of the complaints to see if they can pinpoint the travel of the sound and what might be done to limit the complaints. Scott stated 14 complaints is minimal.

17. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:14 p.m., on motion by Scott, seconded by Moore; all voting aye.

ATTEST: _____
Lisa L. McCardle, City Clerk

Robert E. Scott, Mayor

**JOINT MEETING OF THE
CITY COUNCIL
AND THE
TRANSIT SYSTEM ADVISORY BOARD**

A Joint Meeting of the City Council and Transit System Advisory Board was held at 12:00 p.m. The following Council Members were present on call of the roll: Capron, Groetken, Moore and Radig. Absent: Scott. **(Scott entered at 12:11 p.m.)**

Staff members present included: Robert Padmore, City Manager; Amber Hegarty, Assistant City Attorney; Mike Collett, Assistant City Manager/Administration; Lisa McCardle, City Clerk; Jeff Harcum, Transit Operation Supervisor; and Maureen Timblin, Administrative Assistant.

Members of the Transit System Advisory Board present included: Joan Bruhn, Mary Elder, Richard Owens and Thomas Venesky. Absent: Mary Martin.

Others present: Brenda Behrens, Siouxland Regional Transit; Dawn Kimmel, Siouxland Regional Mobility Manager; and Dwight Lang, Executive Director, SIMPCO.

Collett presented the Annual Transit System Update stating the transit system has a commitment to support mobility, economic opportunity and independence for the entire community. Collett reported ridership statistics stating ridership is up slightly from last year on fixed route as well as in the Paratransit system.

Collett described Transit accomplishments including the 2015 Public Transit Infrastructure Grant (PTIG) awarded to Sioux City Transit for the third consecutive year; the grant consists of \$110,000 for shelter rehabilitation and 2 new shelters at WIT with 50% shared cost of local match.

Scott entered at 12:11 p.m.

Group discussion was held on the condition, cost and sponsorship for improvement of the transit shelters. Collett stated he is also working on a program to sell advertising on the sides of City buses.

Additional accomplishments over the past year include the MLK Lighting Retrofit project which replaced 533 fixtures with LED lighting to reduce consumption; improved route maps; and a new radio system. Owens presented information on the New Freedom Nights and Weekends Program.

Collett listed completed projects at MLK including ramp repairs, security camera system upgrade, installation of 2 ADA doors in the lobby area and 3 used buses that were purchased to replace older buses on the school route. Collett also provided a brief overview of expenditures and funding sources.

Collett stated Transit's challenges and goals continue to be bus replacement, both new and used purchases; and customer service priorities: safe transportation, better route and bus stop information, staying on schedule with construction and train traffic; and extending service times.

Owens stated being a member of the Transit Board is an enjoyable experience with good communication and very supportive City staff.

ADJOURNMENT

There being no further business, the meeting was adjourned at 12:50 p.m., on motion by Scott, seconded by Moore; all voting aye.

ATTEST: _____
Lisa L. McCardle, City Clerk

Robert E. Scott, Mayor

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 3

FROM: Anne Westra, Economic Development Specialist

SUBJECT: Resolution authorizing the Economic Development Department to submit a grant application with the Missouri River Historical Development in the amount of \$250,000.00 for the purpose of assisting with city entryway signs.

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council support to submit a special grant application to the Missouri River Historical Development (MRHD) and request financial support in the amount of \$250,000 to assist with city entryway signs.

DISCUSSION:

The visual effect of community entrances is important as they offer a first impression of an area. Improving entry corridors into Sioux City will enhance the visitor experience by providing a sense of arrival and welcome to the city while instilling a sense of community pride. Creating new entryway signs also aligns with the goals outlined in the City's Strategic Plan.

Background

The city entered into a contract with RDG Planning and Design in February 2015 to allow for planning and concept design services of up to \$34,000 necessary to complete new entryway monument signs to the city. Three entryway sign concepts were developed by RDG Planning and Design under the direction of a local project steering committee made up of community leaders, artists, City Council and city staff. Design goals identified for the signs include visibility at highway driving speeds, use of durable construction materials, a strong lighting presence, themes relating to the unique topography of the city and Loess Hills, integration with surrounding landscape and topography, and an overall look and feel of being vibrant, timeless and solid.

Proposed locations for new entryway signs include I-29 northbound on city owned property south of Port Neal Road and I-29 southbound west of the Riverside Boulevard exit. Additional potential sign locations include Hwy 75, Hwy 20 bypass, Hwy 20 east and downtown. The five proposed sign locations have been identified with assistance from the IDOT and Public Works Department.

Current Project:

Three concept alternatives with surrounding landscaping elements were developed and presented to the local advisory group earlier this summer. The concepts were shared publicly on August 7. Concepts, proposed materials, landscaping and site location information was

placed on display at the Sioux City Art Center and the city's website with a request for public comment through August 16. Once a preferred sign concept is determined by the local advisory group, with consideration of citizen feedback, a refined preferred concept and budget estimate will be prepared and a presentation will be made to the City Council. Once a sign concept is approved by Council, construction bids will be acquired with installation of the first two signs along I-29 projected for spring 2016. The remaining three entryway monument signs would be constructed in 2017/2018.

Staff will complete a MRHD Special Grant Application to apply for \$250,000 to assist with costs associated with construction, staging and installation of five city entryway signs. The MRHD Special Grant requires 25% matching funds by the organization applying for the grant, therefore requiring the city to match \$62,500 to the project. There are CIP funds available for Commercial and Business Signage, of which \$116,340 is dedicated specifically to entryway signs. Additionally, \$225,000 is programmed for entryway signs in FY17 and FY18.

FINANCIAL IMPACT:

This project is funded under CIP 663-370 Commercial and Business Signage.

RELATIONSHIP TO STRATEGIC PLAN:

Grow Sioux City Pride: Create entry signage at major traffic entry points into the City and neighborhoods

Quality of Life Municipal Responsibility: We will position Sioux City as a preferred community through marketing initiatives and growing local pride in our City

ALTERNATIVES:

None Recommended

ATTACHMENTS:

Resolution

Council letter of support to request MRHD application

RESOLUTION NO. 2015 - _____
with attachments

RESOLUTION AUTHORIZING THE ECONOMIC DEVELOPMENT DEPARTMENT TO SUBMIT A GRANT APPLICATION WITH THE MISSOURI RIVER HISTORICAL DEVELOPMENT IN THE AMOUNT OF \$250,000.00 FOR THE PURPOSE OF ASSISTING WITH CITY ENTRYWAY SIGNS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the Economic Development Department is hereby authorized and directed to submit a grant application, a copy of which is attached hereto and by this reference incorporated herein, with the Missouri River Historical Development in the amount of \$250,000.00 for the purpose of assisting with city entryway signs.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



August 10, 2015

MRHD
c/o Mark Monson, President
P.O. Box 565
Sgt. Bluff, Iowa 51054

Dear Mr. Monson:

On behalf of the Sioux City City Council, I approve staff from the City of Sioux City to apply for and receive grant funds from Missouri River Historical Development for the city entryway sign project.

Sincerely,



Robert E. Scott, Mayor

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24 2015 **ACTION ITEM #** 4

FROM: Angel Wallace, Parks and Recreation Manager

SUBJECT: Resolution temporarily closing Pierce Street from 5th Street to 6th Street beginning at 5:00 a.m. and ending at 11:00 p.m., September 19, 2015 for the Sioux City Symphony's 100th Season Opening Night Gala.

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests the City Council approve the resolution requesting a temporary street closure for the Sioux City Symphony's 100th Season Opening Night Gala.

DISCUSSION:

The Orpheum Theatre is requesting the temporary street closure of Pierce Street from 5th Street to 6th Street beginning at 5:00 a.m. and ending at 11:00 p.m., September 19, 2015, to accommodate the Sioux City Symphony's 100th Season Opening Night Gala.

The Opening Night Gala will be held on Pierce Street in front of the Orpheum Theatre and will include a dinner and fundraiser. The Gala is scheduled to begin at 6:00 p.m. with the event staging beginning at 5:00 a.m.

FINANCIAL IMPACT:

N/A

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility - Explore Destination Sioux City
Focus Area - Grow Sioux City Pride

ALTERNATIVES:

Deny the request for the temporary street closure and direct the event coordinator to seek an alternative location.

ATTACHMENTS:

Resolution
Map

RESOLUTION NO. 2015 - _____

RESOLUTION TEMPORARILY CLOSING PIERCE STREET FROM 5TH STREET TO 6TH STREET BEGINNING AT 5:00 A.M. AND ENDING AT 11:00 P.M., SEPTEMBER 19, 2015 FOR THE SIOUX CITY SYMPHONY'S 100TH SEASON OPENING NIGHT GALA.

WHEREAS, the Orpheum Theatre of Sioux City, Iowa desires to host a special event; and

WHEREAS, the event involves the temporary street closure of Pierce Street from 5th Street to 6th Street beginning at 5:00 a.m. and ending at 11:00 p.m., September 19, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that Pierce Street from 5th Street to 6th Street be and the same is hereby temporarily closed beginning at 5:00 a.m. and ending at 11:00 p.m., September 19, 2015, for the Sioux City Symphony's 100th Season Opening Night Gala.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



**Orpheum Theatre Special Event
Street Closure**

 Pierce St. Closed (5th St. to 6th St.)

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 5A

FROM: Glenn Ellis, City Engineer
Justin Pottorff, Civil Engineer

SUBJECT: Resolution adopting plans, specifications and form of contract for the proposed construction of the 2015 Annual Crack Sealing Project (Project No. 6814-719-121).

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council adopt plans and specifications for the 2015 Annual Crack Sealing Project (Project No. 6814-719-121).

DISCUSSION:

The City Engineering Division has completed plans and specifications for the 2015 Crack Sealing Project. This project includes crack sealing on pavements at various locations throughout the City.

Staff is ready to advertise the Notice of Public Hearing and Notice to Bidders on August 29, 2015 and September 5, 2015. A public hearing will be held on September 14, 2015. Bids will be received on September 15, 2015. This project has a completion date of July 29, 2016.

FINANCIAL IMPACT:

This project is funded using transfers in Water Funds, Sewer Funds, Sales Tax Infrastructure, and GO Bonds under CIP 719-121 "Annual Resurfacing/Panel Patch/Curb and Gutter". The Engineer's opinion of probable construction cost for the work is \$255,756. The project currently has an available balance of \$1,364,692.83.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

Council may request changes to the project documents or schedule.

ATTACHMENTS:

Resolution
Public Notice

RESOLUTION NO. 2015 - _____
with attachments

RESOLUTION ADOPTING PLANS, SPECIFICATIONS AND FORM OF
CONTRACT FOR THE PROPOSED CONSTRUCTION OF THE 2015 ANNUAL
CRACK SEALING PROJECT (PROJECT NO. 6814-719-121).

WHEREAS, it is necessary and in the best interests of the City of Sioux City, Iowa to construct the 2015 Annual Crack Sealing Project, in Sioux City, Iowa; and

WHEREAS, the City Engineering Division has prepared the plans, specifications and form of contract.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

- A. The plans, specifications and form of contract, as prepared by the City Engineering Division, and on file in the office of the City Clerk of the City of Sioux City, Iowa, for the proposed construction of the 2015 Annual Crack Sealing Project, in Sioux City, Iowa, be and the same are hereby adopted and the time of 4:00 o'clock P.M., Local Time, September 14, 2015, in the City Council Chambers, Room 504, City Hall, 405 Sixth Street, Sioux City, Iowa, be, and the same is hereby fixed as the time and place for a public hearing on the same as required by law, at which hearing any interested person may appear and file objections to the proposed plans, specifications, form of contract and estimated cost in the amount of \$255,756 for said improvements.
- B. The bids will be received by the City Clerk of the City of Sioux City, Iowa, at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in said City until 1:00 o'clock P.M., Local Time, September 15, 2015 for the proposed construction of said improvements.
- C. The time of 1:00 o'clock P.M., Local Time, September 15, 2015, in the Fourth Floor Clock Tower Conference Room in City Hall, 405 Sixth Street, Sioux City, Iowa, be and it is hereby fixed as the time and place for the opening of bids for the proposed construction of said improvements, and said bids shall be considered and acted upon at a meeting of the City Council in the City Council Chambers thereafter.
- D. The City Clerk of the City of Sioux City, Iowa, shall cause the attached notice of hearing and opening of bids to be given by publication in at least one newspaper of general circulation in the manner prescribed by law.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COSTS FOR THE CONSTRUCTION OF THE 2015 ANNUAL CRACK SEALING PROJECT (PROJECT NO. 6814-719-121), IN SIOUX CITY, IOWA, AND TAKING BIDS THEREON.

A public hearing will be held before the Sioux City City Council in the Council Chambers, Room 504, City Hall, 405 Sixth Street, Sioux City, Iowa, on September 14, 2015 commencing at 4:00 P.M., Local Time, on the proposed plans, specifications, form of contract, and estimate of costs in the amount of \$255,756 (the construction documents) for the construction of the 2015 Annual Crack Sealing Project in Sioux City, Iowa (the project). At said hearing, the City Council will receive and consider any objections made by any interested party to said construction documents.

Sealed bids will be received by the City Clerk at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in said City, until 1:00 P.M., Local Time, September 15, 2015, for the construction of the project, as described in the construction documents. The work involved is the crack sealing on pavements in various locations throughout the city.

Bids received will be opened and tabulated at a public meeting, presided over by a City Engineer, in the 4th Floor Clock Tower Conference Room in the Public Works Department, Room 409, City Hall, at 1:00 P.M., Local Time, on September 15, 2015. Thereafter, bids will be acted upon by the City Council at such time and place as may be fixed.

Each bid must be made on a form furnished by the City and must be accompanied by a bid bond, a cashier's check or certified check of an Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the amount of the bid, made payable to the City Treasurer of the City of Sioux City, Iowa. The check or draft may be cashed by the City Treasurer as liquidated damages in the event the successful bidder fails to enter into a contract within the ten (10) days after notice of award and post bond satisfactory to the City ensuring the faithful fulfillment of the contract.

Failure to submit a fully completed Bidder Status Form and Worksheet with the bid may result in the bid being deemed nonresponsive and rejected.

The contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all bids, re-advertise for new bids and to waive informalities that may be in the best interest of the City. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa and to Iowa domestic labor.

The work on this project shall begin upon receipt of the Notice to Proceed and be fully completed by July 29, 2016.

Specifications for this project shall be the 2015 version of the Iowa Statewide Urban Standard Specifications for Public Improvements modified in accordance with the 2015 City of Sioux City Supplement.

Copies of said construction documents are available at the office of the City Clerk of Sioux City for examination by the public. The documents are also available for viewing by the public, or sub-contractors, or suppliers, on the City's Engineering website, under the Projects Out to Bid

tab (<https://sioux-city.org/engineering>). Construction documents for private use, or potential prime contractors may be obtained from the Engineering Division, City Hall, upon deposit of fifteen dollars (\$15) for each set. The deposit will be returned to depositor if the construction documents are returned in good condition within fourteen (14) days from date of award. **Contractors intending to bid as the prime contractor must obtain a hard copy of the plans, specifications and form of contract from the Engineering Division. Failure to obtain a hard copy may result in the bid being deemed nonresponsive and rejected.**

/s/ Lisa L. McCardle,
City Clerk of the City of Sioux City, Iowa

Publish in the Sioux City Journal August 29, 2015 and September 5, 2015.

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 5B

Doug Young, Police Chief

FROM: Stan LaFave, Facilities Maintenance Supervisor
Mike Collett, Assistant City Manager for Administration

SUBJECT: Resolution adopting plans, specifications and form of contract for the proposed construction of the Police/Fire Headquarters Renovation Project (601 Douglas Street)

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council to approve the resolution that appears on the Council agenda of August 24, 2015, adopting plans, specifications and form of contract and authorizing advertising for bids for the above named project showing a bid date of September 22, 2015.

DISCUSSION:

This project will address ongoing maintenance issues at this facility. Some of the improvements to include but not limited to re-cladding the facility with Metl-Span wall panels, installation of a new fully adhered TPO roof, replacement of approximately 34 heat pumps and associated electrical work, installation of two new boilers, one new cooling tower and ECU.

Staff is ready to advertise for bids on August 29 and September 5, 2015. A Public Hearing will be held on September 14, 2015 and bids received on September 22, 2015. The project will have a completion date of January 31, 2017.

FINANCIAL IMPACT:

The funding for the design contract is covered under the CIP 195-009 Police Headquarters Building Reconstruction and Repair and has an available balance of \$2,306,343.00.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – City Infrastructure Vision; Renew our existing infrastructure, facilities and installations

ALTERNATIVES:

None

ATTACHMENTS:

Resolution

RESOLUTION NO. 2015 - _____
with attachments

RESOLUTION ADOPTING PLANS, SPECIFICATIONS AND FORM OF
CONTRACT FOR THE PROPOSED CONSTRUCTION OF THE POLICE/FIRE
HEADQUARTERS RENOVATION PROJECT (601 DOUGLAS STREET).

WHEREAS, it is necessary and in the best interests of the City of Sioux City, Iowa to construct the Police/Fire Headquarters Renovation Project, in Sioux City, Iowa; and

WHEREAS FEH Associates Inc., of Sioux City, Iowa have prepared the plans, specifications and form of contract.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

- A. The plans, specifications and form of contract, as prepared by FEH Associates Inc., and on file in the office of the City Clerk of the City of Sioux City, Iowa, for the proposed construction of the Police/Fire Headquarters Renovation Project, in Sioux City, Iowa, be and the same are hereby adopted and the time of 4:00 o'clock P.M., Local Time, September 14, 2015, in the City Council Chambers, Room 504, City Hall, 405 Sixth Street, Sioux City, Iowa, be, and the same is hereby fixed as the time and place for a public hearing on the same as required by law, at which hearing any interested person may appear and file objections to the proposed plans, specifications, form of contract and estimated cost in the amount of \$2,203,130.00 for said improvements.
- B. The bids will be received by the City Clerk of the City of Sioux City, Iowa, at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in said City until 1:00 o'clock P.M., Local Time, September 22, 2015 for the proposed construction of said improvements.
- C. The time of 1:00 o'clock P.M., Local Time, September 22, 2015, in the Fourth Floor Clock Tower Conference Room in City Hall, 405 Sixth Street, Sioux City, Iowa, be and it is hereby fixed as the time and place for the opening of bids for the proposed construction of said improvements, and said bids shall be considered and acted upon at a meeting of the City Council in the City Council Chambers thereafter.
- D. The City Clerk of the City of Sioux City, Iowa, shall cause the attached notice of hearing and opening of bids to be given by publication in at least one newspaper of general circulation in the manner prescribed by law.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COSTS FOR THE CONSTRUCTION OF THE POLICE/FIRE HEADQUARTERS RENOVATION PROJECT, IN SIOUX CITY, IOWA, AND TAKING BIDS THEREON.

A public hearing will be held before the Sioux City City Council in the Council Chambers, Room 504, City Hall, 405 Sixth Street, Sioux City, Iowa, on September 14, 2015 commencing at 4:00 P.M., Local Time, on the proposed plans, specifications, form of contract, and estimate of costs in the amount of \$2,203,130.00 (the construction documents) for the construction of the Police/Fire Headquarters Renovation Project in Sioux City, Iowa (the project). At said hearing, the City Council will receive and consider any objections made by any interested party to said construction documents.

Sealed bids will be received by the City Clerk at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in said City, until 1:00 P.M., Local Time, September 22, 2015, for the construction of the project, as described in the construction documents. The work involved is improvements to include but not limited to re-cladding the facility with Metl-Span wall panels, installation of a new fully adhered TPO roof, replacement of approximately 34 heat pumps and associated electrical work, installation of two new boilers, one new cooling tower and ECU..

Bids received will be opened and tabulated at a public meeting, presided over by a City Engineer, in the 4th Floor Clock Tower Conference Room in the Public Works Department, Room 409, City Hall, at 1:00 P.M., Local Time, on September 22, 2015. Thereafter, bids will be acted upon by the City Council at such time and place as may be fixed.

Each bid must be made on a form furnished by the City and must be accompanied by a bid bond, a cashier's check or certified check of an Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the amount of the bid, made payable to the City Treasurer of the City of Sioux City, Iowa. The check or draft may be cashed by the City Treasurer as liquidated damages in the event the successful bidder fails to enter into a contract within the ten (10) days after notice of award and post bond satisfactory to the City ensuring the faithful fulfillment of the contract.

Pre-Bid Conference: A Pre-Bid Conference for interested bidders will be held **Tuesday, September 8, 2015 at 10:00 a.m. (local time) in the Lobby of the Police-Fire Headquarters, 601 Douglas Street, Sioux City, Iowa. It is STRONGLY RECOMMENDED that interested contractors attend this meeting.**

Failure to submit a fully completed Bidder Status Form and Worksheet with the bid may result in the bid being deemed nonresponsive and rejected.

The contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all bids, readvertise for new bids and to waive informalities that may be in the best interest of the City. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa and to Iowa domestic labor.

The work on this project shall begin upon receipt of the Notice to Proceed and be fully completed by January 31, 2017.

Specifications for this project are included in the construction documents.

Copies of said construction documents are available at the office of the City Clerk of Sioux City for examination by the public. The documents are also available for viewing by the public, or sub-contractors, or suppliers, on the City's Engineering website, under the Projects Out to Bid tab (<https://sioux-city.org/engineering>). Construction documents for private use, or potential prime contractors may be obtained from the FEH Associates, Inc. DBA FEH Design, 701 Pierce Street, Suite 100, Sioux City, IA 51101, upon deposit of one hundred dollars (\$100) for each set. The deposit will be returned to depositor if the construction documents are returned in good condition within fifteen (15) days from date of letting. **Contractors intending to bid as the prime contractor must obtain a hard copy of the plans, specifications and form of contract from FEH Associates, Inc. DBA FEH Design, 701 Pierce Street, Suite 100, Sioux City, Iowa 51101. Failure to obtain a hard copy may result in the bid being deemed non-responsive and rejected.**

/s/ Lisa L. McCardle,
City Clerk of the City of Sioux City, Iowa

Publish in the Sioux City Journal August 29, 2015 and September 5, 2015.

x	Regular Session
	Study Session
	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6A

FROM: Nicole Jensen, City Attorney

SUBJECT: Resolution approving Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission between the City of Sioux City, Iowa and Woodbury County, Iowa.

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully request the City Council approve Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission.

DISCUSSION:

In 1987 the City and the County created the Woodbury County Information and Communications commission to oversee a joint enterprise of the city and county providing data processing services and emergency communication services to the two entities. That agreement expired in 2007 and a new agreement continuing the existence of the commission for another 20 years was approved on July 9, 2007 pursuant to Resolution No. 2007-0540.

Amendment No. 1 modifies two provisions of the current Agreement. The modifications are as follows:

- **Commissioner Terms:** Currently the Commission consists of five Commissioners. Two of the members are from the City Council and two are from the Woodbury County Board of Supervisors. A Citizen Representative is selected by the other four Commissioners. Under the current Agreement, the Citizen Representative could only serve one three year term. Amendment No. 1 would allow the Citizen Representative to serve additional three year terms subject to the approval of the City Council and the Woodbury County Board of Supervisors.
- **Financing:** Under the current Agreement, charges for services authorized by the Commission are to be calculated upon actual employee time spent providing services to the City or the County. Employee time not directly attributable to either the City or the County and general supplies is to be charged fifty percent to the City and fifty percent to the County.

Amendment No. 1 would allow charges for routine services and staff time to be charged by device count. Device count shall be interpreted to mean actual devices utilized by the City and

County respectively. Examples of such devices shall include, but not be limited to: desktop computers, laptop computers, tablets, and multi-functional printers. Special project services, including major coding work, shall be calculated upon actual employee time spent providing services to the City or the County. Employee time not directly attributable to either the City or the County and general supplies shall be charged fifty percent to the City and fifty percent to the County.

Amendment No. 1 has been approved by the Woodbury County Board of Supervisors. If approved by the City Council, the Amendment would be effective September 1, 2015.

FINANCIAL IMPACT:

Intergovernmental collaboration to improving our community and driving down costs by sharing resources and eliminating duplication of functions with other government entities.

RELATIONSHIP TO STRATEGIC PLAN:

Addressed the Core Operation III. Infrastructure Cluster. We will be known for the quality and accessibility of our infrastructure and transportation system for people and products.

ALTERNATIVES:

Each entity could provide its own data processing and emergency communications. Such a decision will probably result in and overall higher costs of operation due to the duplication of personnel and equipment.

ATTACHMENTS:

Resolution

Hard copies of Amendment No. 1 to the Intergovernmental Agreement and the 2007 Intergovernmental Agreement will be provided

RESOLUTION NO. 2015 - _____
with attachments

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT CREATING THE WOODBURY COUNTY INFORMATION AND COMMUNICATIONS COMMISSION BETWEEN THE CITY OF SIOUX CITY, IOWA AND WOODBURY COUNTY, IOWA

WHEREAS, on July 9, 2007, pursuant to Resolution No. 2007-0540, the City Council approved an Intergovernmental Agreement with Woodbury County, Iowa, creating the Woodbury County Information and Communications Commission; and

WHEREAS, the City of Sioux City, Iowa and Woodbury County, Iowa, desire to amend said Intergovernmental Agreement as set forth in the attached Amendment No. 1 to the Intergovernmental Agreement; and

WHEREAS, the City Council is advised and does believe that said Amendment No. 1 to the Intergovernmental Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the attached Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission be and the same is hereby approved as to form and content and the Mayor and City Clerk are hereby authorized and directed to execute said Amendment No. 1 to the Intergovernmental Agreement for and on behalf of the City.

BE IT FURTHER RESOLVED that a copy of this Amendment No. 1 to the Intergovernmental Agreement be filed with the Secretary of State and the Woodbury County Recorder.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6B

FROM: Ricky J. Mach, Interim Utilities Director

SUBJECT: Resolution approving the contract and performance bond with K & S, LLC dba Nelson Construction & Development in the amount of \$818,815.00 for the Milwaukee Railroad Shops Historic District Phase V Project STP-ES-7057(665)—81-97.

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests that Council approve the contract and performance bond with K & S, LLC dba Nelson Construction and Development in the amount of \$818,815.00 for the Milwaukee Railroad Shops Historic District Phase V Project STP-ES-7057(665)—81-97.

DISCUSSION:

On July 20, 2015 under Resolution No. 2015-0544 Council awarded a contract to K & S, LLC dba Nelson Construction and Development in the amount of \$818,815.00 for the Milwaukee Railroad Shops Historic District Phase V Project STP-ES-7057(665)—81-97. This project includes historic restoration and rehabilitation of four existing buildings located at the Milwaukee Railroad Shops Historic District. This project has a completion date of March 31, 2016.

FINANCIAL IMPACT:

This project is funded using CIP #663-168 "Milwaukee Railroad Shops Historic District Restoration" with funds from the Iowa Department of Transportation Enhancement Grant and Siouxland Historic Railroad Association.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

Council can reject the contract documents and direct staff to redraft them, however, this is not recommended as the contract meets standard city formatting and has been approved by city legal.

ATTACHMENTS:

Resolution
Contract (**Hard Copies**)

RESOLUTION NO. 2015-_____
with attachments

RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE BOND WITH K & S, LLC DBA NELSON CONSTRUCTION AND DEVELOPMENT IN THE AMOUNT OF \$818,815.00 FOR THE MILWAUKEE RAILROAD SHOPS HISTORIC DISTRICT PHASE V PROJECT STP-ES-7057(665)—81-97.

WHEREAS, the City Council has previously awarded a contract to K & S, LLC dba Nelson Construction and Development for the Milwaukee Railroad Shops Historic District Phase V Project STP-ES-7057(665)—81-97; and

WHEREAS, K & S, LLC dba Nelson Construction and Development of Sioux City, Iowa has submitted a signed contract and performance bond for approval, copies of which are attached hereto and by this reference made a part hereof; and

WHEREAS, the City Attorney has examined the contract and performance bond for proper execution and all supporting documents to determine if the same comply with the contract specifications; and

WHEREAS, the City Attorney found said documents to be in order and she has approved the same in writing; and

WHEREAS, the City Manager and City Clerk should be authorized and directed to execute the contract for and on behalf of the City of Sioux City, Iowa.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the contract and performance bond submitted by K & S, LLC dba Nelson Construction and Development for the Milwaukee Railroad Shops Historic District Phase V Project STP-ES-7057(665)—81-97 in Sioux City, Iowa, is hereby approved and the City Manager and City Clerk are hereby authorized and directed to execute said contract for and on behalf of the City of Sioux City, Iowa. Upon execution of the contract by the City Manager as authorized herein, the contract shall be in full force and effect and not before.

BE IT FURTHER RESOLVED that progress payments may be made to the contractor under the terms and provisions of the contract by the Director of Finance in amounts certified by the City Engineer as the value of work satisfactorily performed for the period.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
 Lisa L. McCardle, City Clerk

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6C

FROM: Glenn Ellis, City Engineer
Justin Pottorff, Civil Engineer

SUBJECT: **Resolution awarding a contract to I & A Construction in the amount of \$36,575.00 for the Fire Station No. 7 Equipment Apron Repairs Project (Project No. 6826-159-019).**

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council award a contract to I & A Construction of Sioux City, Iowa in the amount of \$36,575.00 for the Fire Station No. 7 Equipment Apron Repairs Project (Project No. 6826-159-019).

DISCUSSION:

This project includes the removal of the existing asphalt equipment apron and the replacement with a PCC equipment apron. Construction completion shall be on or before October 30, 2015.

The project was bid on August 11, 2015. Four (4) bids were received for this project. The bids are as follows:

Company	City, State	Base Bid
I & A Construction	Sioux City, Iowa	\$ 36,575.00
KP Construction	Sergeant Bluff, Iowa	\$ 39,786.50
TR Harris Construction, Inc.	Homer, Nebraska	\$ 39,826.00
AG Construction	Sioux City, Iowa	\$ 44,268.00
Engineers Estimate		\$ 33,060.00

The base bid, submitted by I & A Construction of Sioux City, Iowa is 11% or \$3,515 above the Engineer's Estimate of \$33,060.00.

FINANCIAL IMPACT:

This project is funded using transfers in Sales Tax under CIP 159-019 Fire Station Improvements. The project currently has an available balance of \$92,763.90.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

1. The City Council may choose to not award this contract.
2. Bids may be further evaluated or the project documents may be revised and reissued for bid.

ATTACHMENTS:

Resolution
Bid Tabulation Sheet

RESOLUTION NO. 2015-_____
with attachments

RESOLUTION AWARDING A CONTRACT TO I & A CONSTRUCTION IN THE AMOUNT OF \$36,575.00 FOR THE FIRE STATION NO. 7 PROJECT (PROJECT NO. 6826-159-019).

WHEREAS, pursuant to a notice published in the manner and form prescribed by law, bids and proposals were received by the City of Sioux City, Iowa, on August 11, 2015, for the Fire Station No. 7 Project, in Sioux City, Iowa, (the Project) together with necessary accessories and appurtenances, all in accordance with the plans and specifications heretofore prepared by the City Engineering Department; and

WHEREAS, all of said bids and proposals were carefully considered and it is necessary and advisable that the lowest and/or best bid be accepted and that a contract be awarded for the construction of the Project in Sioux City, Iowa.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: The construction of the Project in Sioux City, Iowa, together with necessary accessories and appurtenances, referred to in the preamble hereof, be and the same is hereby ordered.

Section 2: It is hereby found, determined and declared that the bid of I & A Construction of Sioux City, Iowa, in the amount of \$36,575.00 for construction of the Project in Sioux City, Iowa, as provided in the plans and specifications referred to in the preamble hereof is the lowest and/or best bid received and the same is hereby accepted and the contract awarded to said bidder.

Section 3: It is hereby found, determined and declared that the bid accepted in the preceding section of this resolution is fully responsive to the proposal, plans and specifications for the construction of the Project in Sioux City, Iowa, together with necessary accessories and appurtenances.

Section 4: The contractor is directed to execute the contract and submit the same to the City Engineering Division with all of the supporting documents within ten days for approval and signature by the City.

Section 5: The checks or bid bonds of all unsuccessful bidders, be, and the same are hereby ordered returned to such bidders.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Bid Tab		Fire Station No 7 Equipment Apron Repairs Project													
Date:		8/11/2015													
Project:		Fire Station No 7 Equipment Apron Repairs Project													
Line #	Line Item	Quantity	Unit	Engineers Est.		TR Harris		KP Construction		I&A Construction		AG Construction			
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	FULL DEPTH SAWCUT	228.00	LF	\$ 8.00	\$ 1,824.00	\$ 8.00	\$ 1,824.00	\$ 7.50	\$ 1,710.00	\$ 8.00	\$ 1,824.00	\$ 5.00	\$ 1,140.00		
2	Remove Paving/Sidewalk	360.00	SY	\$ 10.00	\$ 3,600.00	\$ 6.00	\$ 2,160.00	\$ 8.00	\$ 2,880.00	\$ 6.00	\$ 2,160.00	\$ 30.00	\$ 10,800.00		
3	Construct 8" PCC Paving, Class M	360.00	SY	\$ 60.00	\$ 21,600.00	\$ 68.50	\$ 24,660.00	\$ 62.50	\$ 22,500.00	\$ 55.00	\$ 19,800.00	\$ 54.00	\$ 19,440.00		
4	F&I 5/8" EPOXY DOWEL BARS	114.00	EA	\$ 8.00	\$ 912.00	\$ 9.00	\$ 1,026.00	\$ 6.25	\$ 712.50	\$ 8.00	\$ 912.00	\$ 10.00	\$ 1,140.00		
5	Clean and Seal Joints	82.00	LF	\$ 2.00	\$ 164.00	\$ 3.00	\$ 246.00	\$ 4.50	\$ 369.00	\$ 2.00	\$ 164.00	\$ 4.00	\$ 328.00		
6	Subgrade Prep 12" depth	360.00	SY	\$ 5.00	\$ 1,800.00	\$ 6.00	\$ 2,160.00	\$ 12.00	\$ 4,320.00	\$ 25.00	\$ 9,000.00	\$ 15.00	\$ 5,400.00		
7	Granular Subbase 6" Depth	110.00	Ton	\$ 6.00	\$ 660.00	\$ 25.00	\$ 2,750.00	\$ 34.50	\$ 3,795.00	\$ 15.00	\$ 1,650.00	\$ 32.00	\$ 3,520.00		
8	MOBILIZATION	1.00	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,065.00	\$ 1,065.00	\$ 2,500.00	\$ 2,500.00		
9				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Schedule Total				\$ 33,060.00	\$ 39,826.00	\$ 39,786.50	\$ 36,575.00	\$ 44,268.00							

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6D

FROM: Glenn Ellis, City Engineer

SUBJECT: Resolution approving the contract and performance bond with Sewalson Contracting, Inc. in the amount of \$250,662.60 for the Ravine Park Improvements Project (Project No. 6652-549-148).

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council approve the contract and performance bond with Sewalson Contracting, Inc. of Sioux City, Iowa in the amount of \$250,662.60 for the Ravine Park Improvements Project (Project No. 6652-549-148).

DISCUSSION:

On July 6, 2015 under Resolution No. 2015-0503 Council awarded a contract to Sewalson Contracting, Inc. of Sioux City, Iowa in the amount of \$250,662.60 for the construction of the Ravine Park Improvements Project. This project includes South Ravine Park in-channel improvements between South Coral Street and South Lewis Boulevard, including rip rap toe protection, toe wood-sod mats, single boulder bend-way weirs, and native vegetation bank stabilization techniques. The project also includes storm sewer outfall modifications at eight locations. This project has a completion date of April 30, 2016.

FINANCIAL IMPACT:

This project is funded using a Clean Water loan program that the State has set up to fund water quality improvements, for which the City is eligible. This project is programmed under CIP 549-148 Ravine Park Drainage Improvements.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

None

ATTACHMENTS:

Resolution
Contracts (**Hard Copies**)

RESOLUTION NO. 2015-_____
with attachments

RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE BOND WITH SEWALSON CONTRACTING, INC. IN THE AMOUNT OF \$250,662.60 FOR THE RAVINE PARK IMPROVEMENTS PROJECT (PROJECT NO. 6652-549-148).

WHEREAS, the City Council has previously awarded a contract to Sewalson Contracting, Inc. of Sioux City, Iowa in the amount of \$250,662.60 for the construction of the Ravine Park Improvements Project; and

WHEREAS, Sewalson Contracting, Inc. has submitted a signed contract and performance bond for approval, copies of which are attached hereto and by this reference made a part hereof; and

WHEREAS, the City Attorney has examined the contract and performance bond for proper execution and all supporting documents to determine if the same comply with the contract specifications; and

WHEREAS, the City Attorney found said documents to be in order and she has approved the same in writing; and

WHEREAS, the City Manager and City Clerk should be authorized and directed to execute the contract for and on behalf of the City of Sioux City, Iowa.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the contract and performance bond submitted by Sewalson Contracting, Inc. of Sioux City, Iowa in the amount of \$250,662.60 for the construction of the Ravine Park Improvements Project in Sioux City, Iowa, is hereby approved and the City Manager and City Clerk are hereby authorized and directed to execute said contract for and on behalf of the City of Sioux City, Iowa. Upon execution of the contract by the City Manager as authorized herein, the contract shall be in full force and effect and not before.

BE IT FURTHER RESOLVED that progress payments may be made to the contractor under the terms and provisions of the contract by the Director of Finance in amounts certified by the City Engineer as the value of work satisfactorily performed for the period.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6E

Glenn Ellis, City Engineer

FROM: Jill Wanderscheid, Neighborhood Services Manager
Brittany Anderson, Senior Civil Engineer

SUBJECT: **Resolution awarding and approving a contract to KP Construction, Inc. in the amount of \$79,999.99 for the BNSF Railroad Crossing Repairs - Pierce Street and Nebraska Street Project (Project No. 6807-719-130).**

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council award and approve a contract to KP Construction Inc. of Sergeant Bluff, Iowa in the amount of \$79,999.99 for the construction of the BNSF Railroad Crossing Repairs - Pierce Street and Nebraska Street Project (Project No. 6807-719-130).

DISCUSSION:

On September 10, 2012, pursuant to resolution number 2012-0602, the City Council approved the applications for crossing surface improvement funds through the Iowa Department of Transportation (IDOT) at the Pierce Street and Nebraska Street railroad crossings. Per the program and agreement requirements, the IDOT covers 60% of the total project cost while the City of Sioux City and BNSF each contribute 20% of the total costs. On May 5, 2014, pursuant to resolution number 2014-0256, the required agreement with the IDOT and BNSF was approved by City Council.

The City's Engineering Division has prepared plans and specifications for the new asphalt paving to transition the BNSF Railroad track crossings at Pierce Street and Nebraska Street that are scheduled to be replaced and raised between September 14, 2015 and September 25, 2015. The project was bid on Tuesday, August 11, 2015. Two (2) bids were received as follows:

Company	City, State	Base Bid
KP Construction, Inc.	Sergeant Bluff, Iowa	\$79,999.99
Knife River Midwest	Sioux City, Iowa	\$129,126.12
Engineer's Estimate		\$63,008.50

The base bid, submitted by KP Construction, Inc. of Sergeant Bluff, Iowa is 27% or \$16,997.49 above the Engineer's Estimate of \$63,008.50. Staff feels this deviation is due to the short and specific time frame tied to the project to be fully coordinated with the BNSF Railroad track replacement. This coordination is critical to reduce traffic impacts associated with the closures on Pierce Street and Nebraska Street to complete the work.

FINANCIAL IMPACT:

This project is funded under FY2015 CIP 719130, "Annual Railroad Crossings" with GO Bonds. Per the IDOT Crossing Surface Improvement Fund Agreement, the IDOT covers 60% of the total project cost while the City of Sioux City and BNSF each contribute 20% of the total costs. Therefore, the City will be responsible for \$15,999.99 of the total project cost; the rest will be reimbursed by both parties.

RELATIONSHIP TO STRATEGIC PLAN:

#9 – Increase infrastructure and paving investment

Action: Explore additional local, state, and federal sources.

ALTERNATIVES:

1. The City Council may choose to not award and approve this contract.
2. Bids may be further evaluated or the project documents may be revised and reissued for bid.

ATTACHMENTS:

Resolution

Bid Tabulation Sheet

Contracts (**Hard Copies**)

RESOLUTION NO. 2015-_____
with attachments

RESOLUTION AWARDING AND APPROVING A CONTRACT TO KP CONSTRUCTION, INC. IN THE AMOUNT OF \$79,999.99 FOR THE BNSF RAILROAD CROSSING REPAIRS - PIERCE STREET AND NEBRASKA STREET PROJECT (PROJECT NO. 6807-719-130).

WHEREAS, bids and proposals were received by the City of Sioux City, Iowa, on August 11, 2015, for the BNSF Railroad Crossing Repairs - Pierce Street and Nebraska Street Project, in Sioux City, Iowa, (the Project) together with necessary accessories and appurtenances, all in accordance with the plans and specifications heretofore prepared by the City Engineering Division; and

WHEREAS, all of said bids and proposals were carefully considered and it is necessary and advisable that the lowest and/or best bid be accepted and that a contract be awarded for the construction of the Project in Sioux City, Iowa; and

WHEREAS, the low bidder has submitted a contract and performance bond and related documents, copies of which are attached hereto and by this reference made a part hereof; and

WHEREAS, the City Attorney has examined the contract and performance bond for proper execution and all supporting documents to determine if the same comply with the contract specifications; and

WHEREAS, the City Attorney found said documents to be in order and she has approved the same in writing; and

WHEREAS, the City Manager and City Clerk should be authorized and directed to execute a contract for and on behalf of the City of Sioux City, Iowa.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: The construction of the Project in Sioux City, Iowa, together with necessary accessories and appurtenances, referred to in the preamble hereof, be and the same is hereby ordered.

Section 2: It is hereby found, determined and declared that the bid of KP Construction, Inc. of Sergeant Bluff, Iowa, in the amount of \$79,999.99 for construction of the Project in Sioux City, Iowa, as provided in the plans and specifications referred to in the preamble hereof is the lowest and/or best bid received and the same is hereby accepted and the contract awarded to said bidder.

Section 3: It is hereby found, determined and declared that the bid accepted in the preceding section of this resolution is fully responsive to the proposal, plans and specifications for the construction of the Project in Sioux City, Iowa, together with necessary accessories and appurtenances.

Section 4: The contract and bond submitted by the contractor is hereby approved by the City Council for approval and signature by the City.

Section 5: The City Manager and City Clerk are hereby authorized and directed to execute said contract for and on behalf of the City of Sioux City, Iowa. Upon execution of the contract by the City Manager as authorized herein, the contract shall be in full force and effect and not before.

Section 6: Progress payments may be made to the contractor under the terms and provisions of the contract by the Director of Finance in amounts certified by the City Engineer as the value of work satisfactorily performed for the period.

Section 7: The checks or bid bonds of all unsuccessful bidders, be, and the same are hereby ordered returned to such bidders.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Bid Tab

Date: Tuesday, August 11, 2015

Project: BNSF - Pierce St. & Nebraska St. Crossings

Line #	Line Item	Quantity	Engineers Est.		KP Construction, Inc.		Knife River Midwest	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Schedule I: Pierce Street Crossing								
1	Remove Street Paving	98.0	\$ 12.00	\$ 1,176.00	\$ 9.00	\$ 882.00	\$ 42.35	\$ 4,150.30
2	Grind 2' Wide by 1" Deep Joint	104.0	\$ 10.00	\$ 1,040.00	\$ 25.00	\$ 2,600.00	\$ 21.51	\$ 2,237.04
3	F&I - HMA (3M ESAL) Surface, 1/2", PG 64-22	69.0	\$ 120.00	\$ 8,280.00	\$ 172.00	\$ 11,868.00	\$ 181.35	\$ 12,513.15
4	F&I - HMA (3M ESAL) Base/Intermediate, 3/4", PG 64-22	44.0	\$ 120.00	\$ 5,280.00	\$ 172.00	\$ 7,568.00	\$ 181.35	\$ 7,979.40
5	F&I - Detectable Warning Panel	80.0	\$ 30.00	\$ 2,400.00	\$ 29.00	\$ 2,320.00	\$ 26.89	\$ 2,151.20
6	Remove Sidewalk Paving	1044.0	\$ 1.75	\$ 1,827.00	\$ 1.50	\$ 1,566.00	\$ 1.34	\$ 1,398.96
7	Construct 6" PCC Sidewalk	1044.0	\$ 6.50	\$ 6,786.00	\$ 7.75	\$ 8,091.00	\$ 6.39	\$ 6,671.16
8	Full Depth Saw cut	159.0	\$ 9.00	\$ 1,431.00	\$ 8.00	\$ 1,272.00	\$ 17.48	\$ 2,779.32
9	Sidewalk Saw cut	33.0	\$ 7.00	\$ 231.00	\$ 7.00	\$ 231.00	\$ 6.72	\$ 221.76
10	Adjust Manhole	1.0	\$ 350.00	\$ 350.00	\$ 275.00	\$ 275.00	\$ 1,075.67	\$ 1,075.67
11	Adjust Water Valve	1.0	\$ 70.00	\$ 70.00	\$ 200.00	\$ 200.00	\$ 83.38	\$ 83.38
12	Mobilization	1.0	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 21,649.29	\$ 21,649.29
13	Erosion Control	1.0	\$ 500.00	\$ 500.00	\$ 1,080.25	\$ 1,080.25	\$ 1,139.53	\$ 1,139.53
			Schedule I Total		\$ 31,871.00			
Schedule II: Nebraska Street Crossing								
1	Remove Street Paving	94.0	\$ 12.00	\$ 1,128.00	\$ 9.00	\$ 846.00	\$ 42.35	\$ 3,980.90
2	Grind 2' Wide by 1" Deep Joint	167.0	\$ 10.00	\$ 1,670.00	\$ 25.00	\$ 4,175.00	\$ 21.51	\$ 3,592.17
3	F&I - HMA (3M ESAL) Surface, 1/2", PG 64-22	76.0	\$ 120.00	\$ 9,120.00	\$ 172.00	\$ 13,072.00	\$ 181.35	\$ 13,782.60
4	F&I - HMA (3M ESAL) Base/Intermediate, 3/4", PG 64-22	43.0	\$ 120.00	\$ 5,160.00	\$ 172.00	\$ 7,396.00	\$ 181.35	\$ 7,798.05
5	F&I - Detectable Warning Panel	84.0	\$ 30.00	\$ 2,520.00	\$ 29.00	\$ 2,436.00	\$ 26.89	\$ 2,258.76
6	Remove Sidewalk Paving	770.0	\$ 1.75	\$ 1,347.50	\$ 1.50	\$ 1,155.00	\$ 1.34	\$ 1,031.80
7	Construct 6" PCC Sidewalk	770.0	\$ 6.50	\$ 5,005.00	\$ 7.75	\$ 5,967.50	\$ 6.39	\$ 4,920.30
8	Full Depth Saw cut	152.0	\$ 9.00	\$ 1,368.00	\$ 8.00	\$ 1,216.00	\$ 17.48	\$ 2,656.96
9	Sidewalk Saw cut	17.0	\$ 7.00	\$ 119.00	\$ 9.00	\$ 153.00	\$ 6.72	\$ 114.24
10	Adjust Manhole	2.0	\$ 350.00	\$ 700.00	\$ 275.00	\$ 550.00	\$ 1,075.68	\$ 2,151.36
11	Adjust Water Valve	0.0	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ -
12	Mobilization	1.0	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 21,649.29	\$ 21,649.29
13	Erosion Control	1.0	\$ 500.00	\$ 500.00	\$ 1,080.24	\$ 1,080.24	\$ 1,139.53	\$ 1,139.53
			Schedule II Total		\$ 31,137.50			
Total Bid (Schedule I + Schedule II)			\$ 63,008.50		\$ 79,999.99		\$ 129,126.12	

X	Regular Session
	Study Session
	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6F

FROM: Mike Collett, Assistant City Manager

SUBJECT: Resolution approving Change Order No. 2 in the amount of \$15,983.00 to the contract with Sioux Contractors Inc., Sioux City, Iowa for the replacement of additional damaged steel decking in connection with the Hangar 675 Roof Replacement Project at the Sioux Gateway Airport/Col. Bud Day Field. (Contract No. 99492)

Reviewed By: x Department Director x Finance Department x City Attorney x City Manager

RECOMMENDATION:

Staff respectfully requests Council approve Change Order 2 in the amount of \$15,983.00 to the contract with Sioux Contractors Inc., Sioux City, Iowa for the replacement of additional damaged steel decking in connection with the Hangar 675 Roof Replacement Project.

DISCUSSION:

Hangar 675 was heavily damaged by a wind storm in August 2014. On May 18, 2015 the City Council awarded a roof replacement contract to Sioux Contractors, Inc. in the amount of \$156,700.00. The contract included one alternate for replacing any additional damaged metal roof decking after the roof was removed with a bid price of \$11.00 per square foot. The total cost for the replacement of additional damaged decking is \$15,983.00.

Change Order 1 was approved by the Airport Board at their May 2015 meeting. It extended the completion date by one week to August 7, 2015 because the contract was awarded one week later than originally anticipated.

FINANCIAL IMPACT:

The \$15,983.00 is available in the insurance proceeds for this hangar.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility-Infrastructure
Strategic Focus Area-Expand Development Opportunities and Grow Sioux City
#9 Increase Infrastructure and paving investment

ALTERNATIVES:

N/A

ATTACHMENTS:

Resolution
Change Order 2

RESOLUTION NO. 2015- _____
with attachments

RESOLUTION APPROVING CHANGE ORDER NO. 2 IN THE AMOUNT OF \$15,983.00 TO THE CONTRACT WITH SIOUX CONTRACTORS INC., SIOUX CITY, IOWA FOR THE REPLACEMENT OF ADDITIONAL DAMAGED STEEL DECKING IN CONNECTION WITH THE HANGAR 675 ROOF REPLACEMENT PROJECT AT THE SIOUX GATEWAY AIRPORT/COL. BUD DAY FIELD. (CONTRACT NO. 99492)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that Change Order No. 2, a copy of which is attached hereto and by this reference made a part hereof, to the contract with Sioux Contractors, Inc. of Sioux City, Iowa in the amount of \$15,983.00 for the replacement of additional damaged steel decking in connection with the Hangar 675 Roof Replacement Project at the Sioux Gateway Airport/Col. Bud Day Field, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Airport Director be and he is hereby authorized and directed to execute said Change Order No. 2 for and on behalf of the City.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

CITY OF SIOUX CITY, IOWA

CONTRACT ADDENDUM

Contract for Hangar 675 Roof Replacement

ADDENDUM DATE: 7/27/15

***** CHANGE ORDER # 2 *****

Regarding the above-mentioned contract, the following items were found to be additional work that needed done after the removal of the old roofing materials and inspection of the roof decking prior to installation of the new roof. This work was listed as alternate #1 on the bid and in the contract document and is a quantity adjustment.

Deck area replaced is summarized as follows:

45'x27' = 1,215sf South east corner of east hangar
 12'x26' = 312sf West center section of west hangar
 6'x27' = 162sf South edge of west hangar
 2'x14' = 28sf Additional metal damaged by wind on west hangar
 Total 1,717sf

Less Contract Amount ... 264sf (240sf + 10%)

Net Add 1,453sf @ \$11.00/sf (per Contract Unit Price alternate #1)

Total additional cost for replacement of damaged steel decking = **\$15,983**

Original Contract total	\$156,700.00
Addendum #1 to extend completion date to August 7, 2015	\$ 0.00
Addendum #2 to add for replacing additional steel decking	\$ 15,983.00
New contract total	\$172,683.00

Please sign and return this change order.

Sioux Contractors Inc

By: Robert Johnson, P.E.

Dated: 8/5/15

City of Sioux City

By: _____
Mike Collett, Assistant City Manager

Dated: _____

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6G

FROM: Glenn Ellis, City Engineer
Brett Langley, Civil Engineer

SUBJECT: Resolution awarding and approving a contract to Mark Albenesius, Inc. in the amount of \$51,877.50 for the South Irene Street Water Main Project (Dodge Avenue to Chicago Avenue) (Project No. 6786-519-127).

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council award and approve a contract to Mark Albenesius, Inc. of South Sioux City, Nebraska in the amount of \$51,877.50 for the construction of the South Irene Street Water Main Project (Dodge Avenue to Chicago Avenue) (Project No. 6786-519-127).

DISCUSSION:

This project includes the replacement of a failing two inch water main with a new eight inch water main. Notice of Public Hearing was advertised on July 18, 2015 and July 25, 2015. The public hearing was held on July 27, 2015. Construction completion shall be on or before October 3, 2015.

The project was bid on July 28, 2015. One bid was received for this project. The bid is as follows:

Company	City, State	Base Bid
Mark Albenesius Inc.	South Sioux City, NE	\$51,877.50
Engineer's Estimate		\$40,114.00

The base bid, submitted by Mark Albenesius Inc. of South Sioux City, Nebraska is 29.3% or \$11,763.50 above the Engineer's Estimate of \$40,144.00.

FINANCIAL IMPACT:

This project is funded using a transfer in water funds under CIP 519-127 "Annual Emergency Water Main Replacement." The project currently has an available balance of \$71,298.44.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

1. The City Council may choose to not award and approve this contract.
2. Bids may be further evaluated or the project documents may be revised and reissued for bid.

ATTACHMENTS:

Resolution

Letter of Recommendation

Bid Tabulation Sheets

Contracts (**Hard Copies**)

RESOLUTION NO. 2015-_____

with attachments

RESOLUTION AWARDING AND APPROVING A CONTRACT TO MARK ALBENESIUS, INC. IN THE AMOUNT OF \$51,877.50 FOR THE SOUTH IRENE STREET PROJECT (DODGE AVENUE TO CHICAGO AVENUE) (PROJECT NO. 6786-519-127).

WHEREAS, pursuant to a notice published in the manner and form prescribed by law, bids and proposals were received by the City of Sioux City, Iowa, on July 28, 2015, for the South Irene Street Water Main Project (Dodge Avenue to Chicago Avenue), in Sioux City, Iowa, (the Project) together with necessary accessories and appurtenances, all in accordance with the plans and specifications heretofore prepared by JEO Consulting Group, Inc.; and

WHEREAS, all of said bids and proposals were carefully considered and it is necessary and advisable that the lowest and/or best bid be accepted and that a contract be awarded for the construction of the Project in Sioux City, Iowa; and

WHEREAS, the low bidder has submitted a contract and performance bond and related documents, copies of which are attached hereto and by this reference made a part hereof; and

WHEREAS, the City Attorney has examined the contract and performance bond for proper execution and all supporting documents to determine if the same comply with the contract specifications; and

WHEREAS, the City Attorney found said documents to be in order and she has approved the same in writing; and

WHEREAS, the City Manager and City Clerk should be authorized and directed to execute a contract for and on behalf of the City of Sioux City, Iowa.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: The construction of the Project in Sioux City, Iowa, together with necessary accessories and appurtenances, referred to in the preamble hereof, be and the same is hereby ordered.

Section 2: It is hereby found, determined and declared that the bid of Mark Albenesius, Inc. of South Sioux City, Nebraska, in the amount of \$51,877.50 for construction of the Project in Sioux City, Iowa, as provided in the plans and specifications referred to in the preamble hereof is the lowest and/or best bid received and the same is hereby accepted and the contract awarded to said bidder.

Section 3: It is hereby found, determined and declared that the bid accepted in the preceding section of this resolution is fully responsive to the proposal, plans and specifications for the construction of the Project in Sioux City, Iowa, together with necessary accessories and appurtenances.

Section 4: The contract and bond submitted by the contractor is hereby approved by the City Council for approval and signature by the City.

Section 5: The City Manager and City Clerk are hereby authorized and directed to execute said contract for and on behalf of the City of Sioux City, Iowa. Upon execution of the contract by the City Manager as authorized herein, the contract shall be in full force and effect and not before.

Section 6: Progress payments may be made to the contractor under the terms and provisions of the contract by the Director of Finance in amounts certified by the City Engineer as the value of work satisfactorily performed for the period.

Section 7: The checks or bid bonds of all unsuccessful bidders, be, and the same are hereby ordered returned to such bidders.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

July 31, 2015

Mr. Brett Langley
City of Sioux City
405 6th St.
PO Box 447
Sioux City, IA 51102-0447

RE: South Irene Street Water Main Project
Sioux City, Iowa
JEO Project No. 140952

Dear Brett:

JEO reviewed the bid that was received on July 28, 2015 from Mark Albenesius, Inc. of South Sioux City, Nebraska for the above referenced project. Based on that review, we offer the following summary and recommendation.

One bid was received for the project and it is recorded on the attached bid tabulation form. Mark Albenesius, Inc. indicated the total construction cost and provided a bid bond.

Based on our review of the total construction cost, it is our recommendation you proceed with establishing a contract for construction with Mark Albenesius, Inc. in the amount of \$51,877.50.

JEO is committed to provide any assistance necessary to move the project forward.

If you have any questions or concerns, based on the information and recommendation provided herein, please don't hesitate to give us a call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Justin J. Vogel', is written over a white rectangular area.

Justin J. Vogel, PE
Project Manager

Enc.

Tab Sheet

PROJECT | South Irene Street Water Main Project

JEO PROJECT NO. | 140952

LOCATION | Sioux City, Iowa

ITEM NO.	DESCRIPTION	TOTAL QUANTITY	UNIT	Engineer's Estimate		Mark Albenesius, Inc.
				PRICE	TOTAL	
1	TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00	\$2,000.00
2	MOBILIZATION	LS	1	\$1,500.00	\$1,500.00	\$6,000.00
3	CLEARING AND GRUBBING	LS	1	\$3,000.00	\$3,000.00	\$4,000.00
4	WATER MAIN, TRENCHED, 8 IN.	LF	355	\$30.00	\$10,650.00	\$38.00
5	FITTING, 8"x6" TEE	EACH	1	\$525.00	\$525.00	\$450.00
6	FITTING, 8"x8" TEE	EACH	1	\$600.00	\$600.00	\$450.00
7	WATER SERVICE STUB, CU, 1 IN.	EACH	3	\$1,250.00	\$3,750.00	\$1,500.00
8	VALVE, GATE, 8 IN.	EACH	1	\$1,400.00	\$1,400.00	\$1,400.00
9	TAPPING VALVE ASSEMBLY, 8 IN.	EACH	1	\$1,750.00	\$1,750.00	\$3,500.00
10	CONNECT TO EXISTING 12" WATER MAIN	EACH	1	\$1,500.00	\$1,500.00	\$2,500.00
11	CONNECT TO EXISTING 6" WATER MAIN	EACH	1	\$750.00	\$750.00	\$2,500.00
12	REMOVAL OF SIDEWALK	SY	39	\$6.00	\$234.00	\$5.00
13	REMOVAL OF DRIVEWAY	SY	30	\$7.00	\$210.00	\$5.50
14	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	13	\$40.00	\$520.00	\$40.50
15	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	26	\$45.00	\$1,170.00	\$45.00
16	DETECTABLE WARNINGS	SF	32	\$35.00	\$1,120.00	\$30.00
17	DRIVEWAY, PAVED, PCC, 6 IN.	SY	30	\$35.00	\$1,050.00	\$40.00
18	PATCHES, FULL-DEPTH REPAIR	SY	28	\$90.00	\$2,520.00	\$45.00
19	SOD	SQ	37	\$45.00	\$1,665.00	\$3.00
20	EROSION CONTROL	LS	1	\$1,200.00	\$1,200.00	\$500.00
21	CONSTRUCTION SURVEY	LS	1	\$1,000.00	\$1,000.00	\$5,000.00
TOTAL					\$40,114.00	\$51,877.50

X	Regular Session
	Study Session
	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6H

FROM: Glenn Ellis, City Engineer

SUBJECT: **Resolution approving the contract and performance bond with Minger Construction Companies, Inc. of Jordan, Minnesota in the amount of \$7,730,785.45 for the construction of the I-29 Sanitary Sewer Relocation along Larsen Park Road, from Floyd Boulevard to Perry Creek Lift Station Project (No. IM-NHS-029-6(258)147--03-97).**

Reviewed By: X Department Director X Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council approve the contract and performance bond with Minger Construction Companies, Inc. of Jordon, Minnesota in the amount of \$7,730,785.49 for the construction of the I-29 Sanitary Sewer Relocation along Larsen Park Road, from Floyd Boulevard to Perry Creek Lift Station Project (Project No. IM-NHS-029-6(258)147--03-97).

DISCUSSION:

On August 10, 2015 under Resolution No. 2015-0610, Council awarded a contract to Minger Construction Companies, Inc. of Jordon, Minnesota in the amount of \$7,730,785.49 for the construction of the I-29 Sanitary Sewer Relocation along Larsen Park Road, from Floyd Boulevard to Perry Creek Lift Station Project (Project No. IM-NHS-029-6(258)147--03-97).

This project is for the sanitary sewer improvements which begin at the Perry Creek Lift Station and continue east along Larsen Park Road, under Interstate 29, to the Floyd Boulevard area. The sanitary sewer project includes the extension of the 14 inch sanitary sewer force main, relocation of the sanitary interceptor sewer to the north side of Larsen Park Road, and the cased crossing of I-29 to connect into the I-29 Sanitary Sewer Interceptor Floyd River Siphon and Connection to the Floyd Lift Station in connection with the I-29 Widening Project (No. IM-NHS-029-6(257)1--03-97) near Floyd Boulevard. The project includes construction of a 36 inch sanitary sewer by open cut and trenchless methods. The existing interceptor within I-29 right-of-way will be abandoned once the new sewer is in operation. Portions of Larsen Park Road will be reconstructed in areas where the new sanitary sewer will be constructed within the roadway. The project also includes building sanitary sewer service connections, water service connections, full depth patching, fire hydrants, bike trail, and replacement of street lighting. Temporary sanitary sewer bypassing may be required to stage the project to keep the sanitary sewer flowing at all times.

FINANCIAL IMPACT:

This project is funded under CIP 719-213 I-29 Reconstruction Master Project. The current available balance is \$32,447,719.23.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Strategic Focus – Grow Sioux City

ALTERNATIVES:

None

ATTACHMENTS:

Resolution
Contracts (**Hard Copies**)

RESOLUTION NO. 2015-_____
with attachments

RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE BOND WITH MINGER CONSTRUCTION COMPANIES, INC. OF JORDON, MINNESOTA IN THE AMOUNT OF \$7,730,785.49 FOR THE CONSTRUCTION OF THE I-29 SANITARY SEWER RELOCATION ALONG LARSEN PARK ROAD, FROM FLOYD BOULEVARD TO PERRY CREEK LIFT STATION PROJECT (PROJECT NO. IM-NHS-029-6(258)147--03-97).

WHEREAS, the City Council has previously awarded a contract to Minger Construction Companies, Inc. for the I-29 Sanitary Sewer Relocation along Larsen Park Road, from Floyd Boulevard to Perry Creek Lift Station Project (Project No. IM-NHS-029-6(258)147--03-97); and

WHEREAS, Minger Construction Companies, Inc. has submitted a signed contract and performance bond for approval, copies of which are attached hereto and by this reference made a part hereof; and

WHEREAS, the City Attorney has examined the contract and performance bond for proper execution and all supporting documents to determine if the same comply with the contract specifications; and

WHEREAS, the City Attorney found said documents to be in order and she has approved the same in writing; and

WHEREAS, the City Manager and City Clerk should be authorized and directed to execute the contract for and on behalf of the City of Sioux City, Iowa.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the contract and performance bond submitted by Minger Construction Companies, Inc. for the I-29 Sanitary Sewer Relocation along Larsen Park Road, from Floyd Boulevard to Perry Creek Lift Station Project (Project No. IM-NHS-029-6(258)147--03-97) in Sioux City, Iowa, is hereby approved and the City Manager and City Clerk are hereby authorized and directed to execute said contract for and on behalf of the City of Sioux City, Iowa. Upon execution of the contract by the City Manager as authorized herein, the contract shall be in full force and effect and not before.

BE IT FURTHER RESOLVED that progress payments may be made to the contractor under the terms and provisions of the contract by the Director of Finance in amounts certified by the City Engineer as the value of work satisfactorily performed for the period.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 61

FROM: Matt Salvatore, Parks and Recreation Director

SUBJECT: Resolution awarding a Consulting Services Agreement to Short Elliott Hendrickson, Inc. of Mason City, Iowa for the preparation of bid documents for site preparation for the Cone Park project in an amount not to exceed \$49,400.

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests City Council approve the attached resolution for a Consulting Services Agreement with Short Elliott Hendrickson, Inc. (SEH) for the preparation of bid documents for the Cone Park project.

DISCUSSION:

A motion to move forward with the Cone Park project was unanimously approved by the City Council during the August 10, 2015 City Council meeting. The first step of this phase will include the preparation of bid documents for site preparation.

City staff is requesting a Consulting Services Agreement with SEH to include the preparation of bidding documents to facilitate with site preparation for the Cone Park project.

The scope of services will include the following:

- The preparation of a Topographic Survey of the tube park area, utility right of way between the tube park area and the Sertoma Park pond, and a limited area in Sertoma Park for the snow making building. The consultant will conduct the Iowa One Call notification and set controls for the project area. A base map of the survey data will be prepared.
- The preparation of Engineering Plans and Specifications for bidding.
- The preparation of the Storm Water Pollution Prevention Plan (SWPPP) to include inspections and reporting over an 8 week monitoring period. Additionally, a National Pollutant Discharge Elimination System permit application will be prepared and submitted.
- Bidding assistance to include the distribution of bid document packets, answering contractor questions, coordinate the bid opening process, prepare the bid tabulation, provide a recommendation for contract award, and issue an addendum(s) as needed.
- Provide construction staking of the field to establish tree removal limits.
- Provide construction administration to include attending and administration of the pre-

construction meeting, reviewing contracts, bonds, and insurance. Prepare payment documents for completed work and assist city staff with project closeout.

- Provide construction observation with site visits to check initial erosion control measures, weekly site visits to check tree removal progress, and project punchlist inspection and final inspection.
- Provide Wetlands Delineation report to include research local requirements, site visits to determine conditions, and prepare the report.

SEH is prepared to begin immediately with this project upon City Council approval.

FINANCIAL IMPACT:

The funding for the consulting services agreement will be covered under CIP #459-041 "Cone Park" which has a current cash balance of \$3,405,018.

RELATIONSHIP TO STRATEGIC PLAN:

Explore Destination Sioux City
Grow Sioux City Pride

ALTERNATIVES:

Deny this the agreement for services or require staff to seek services from another firm.

ATTACHMENTS:

Resolution
Consulting Services Agreement

RESOLUTION NO. 2015 - _____
with attachments

RESOLUTION AWARDING A CONSULTING SERVICES AGREEMENT TO SHORT ELLIOTT HENDRICKSON, INC. OF MASON CITY, IOWA FOR THE PREPARATION OF BID DOCUMENTS FOR SITE PREPARATION FOR THE CONE PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$49,400.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that a Consulting Services Agreement, a copy of which is attached hereto and by this reference made a part hereof, be awarded to Short Elliott Hendrickson, Inc. of Mason City, Iowa in an amount not to exceed \$49,400 for the preparation of bid documents for site preparation for the Cone Park project.

BE IT FURTHER RESOLVED that the City Manager and City Clerk be and they are hereby authorized and directed to execute said Consultant Services Agreement for and on behalf of the City.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

CITY'S CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made on _____ by and between the City of Sioux City, Iowa, a municipal corporation, (hereinafter referred to as "City"), and Short Elliott Hendrickson, Inc., (hereinafter referred to as "Consultant").

WITNESSETH: That whereas the City intends to retain the Consultant to perform professional services for a project known as Winter Recreational Park Site Preparation Project and hereinafter called the Project.

NOW, THEREFORE, the City and Consultant for the consideration hereinafter set forth agree as follows:

1. The Consultant shall provide professional services for the Project in accordance with this Agreement and the terms and general conditions of the City's Consultant Services Agreement, which is attached hereto and hereby made a part of this Agreement.
2. The Project is described as follows:

Preliminary site preparation including removal of trees, stumps, down timber and brush for the purpose of constructing a snow tubing facility in Cone Park as further described in Exhibit A.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Consultant shall furnish services and the City shall make payment for same in accordance with the Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF SIOUX CITY, IOWA

CONSULTANT

By: _____
Robert K. Padmore, City Manager

By: *Shirley J. McPartly*
Title: Principal

Attest:

By: _____
Lisa L. McCardle, City Clerk

By: _____
Title: _____

Approved by City Council:

GENERAL CONDITIONS OF CITY'S CONSULTANT SERVICES AGREEMENT

SECTION 1 CONSULTANT'S SERVICES

1.1. CONSULTANT'S SERVICES.

1.1.1. The Consultant's services consist only of those services performed by the Consultant, Consultant's employees and Consultant's consultants as enumerated in Exhibit "A" of this Agreement.

1.1.2. Consultant shall perform its Services in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the performance of the Services.

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of the City, all corrective Services necessary as a result of Consultant's errors, omissions, negligent acts, or failure to meet the professional standard of care.

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of the Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's error, omissions, negligent acts, or failure to meet the professional standard of care and for any losses or costs to repair or remedy and work undertaken by City based upon Services as a result of any such errors, omissions, negligent acts or failure to meet the professional standards of care. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section shall exist without regard to and shall not be construed to be waived by, the availability of unavailability of any insurance, either of City or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

1.1.3. Consultant shall advise the City of the need or advisability for City to obtain any additional tests or information or other consulting service if any are required to properly design the Project.

1.1.4. The final construction drawings and specifications and other construction documents when submitted to the City or any bidder shall be complete and unambiguous and in compliance with all applicable codes and statutes.

1.1.5. Consultant warrants to City that Consultant has sufficient experience and financial resources to complete the services required by this Agreement; and, that the Consultant has visited the site of the Project and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed.

1.1.6. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Consultant shall at all times have access to the Project wherever it is in preparation or progress.

1.1.7. Upon request of the City, the Consultant shall submit for the City's approval a schedule for the performance of the Consultant's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. Time

limits established by this schedule approved by the City shall not, except for reasonable cause, be exceeded by the Consultant or City. In the absence of an approved schedule the services shall be completed by the date set forth in Exhibit "A".

- 1.1.8. Unless specified otherwise in Exhibit "A", the Sioux City Design Standards Manual and Sioux City Standard Specifications for Public Improvements shall be used for any construction contract documents prepared hereunder.

1.2. ADDITIONAL SERVICES.

- 1.2.1. Service requested by the City which is not described on Exhibit "A" as part of the Consultant's services shall be considered as additional services of the Consultant for which Consultant may request additional compensation to be paid. The Consultant shall not perform additional services requiring additional compensation without a written order to do so signed by the Project Manager which contains a mutually agreeable amount of additional compensation for the work. Any work performed by the Consultant for which a written order with a stated amount of compensation has not been issued shall be conclusively presumed to be part of the Consultant's basic services as set forth in Exhibit "A".
- 1.2.2. If Exhibit "A" contains provisions for contingent basic services, such services shall not be performed without a written order to perform the work signed by the Project Manager.

SECTION 2 CITY'S RESPONSIBILITIES

- 2.1. The City shall provide full information regarding requirements for the Project, including a program which shall set forth the City's objectives, schedule, constraints and criteria, including any special requirements, any previous reports or data relative to the Project, flexibility, and expendability of the Project. The City may request the assistance of the Consultant to define the scope of information needed.
- 2.2. The City shall establish and update an overall budget for the Project, and the City's other costs and reasonable contingencies related to all of these costs. The City may request the assistance of the Consultant to estimate project costs.
- 2.3. The City shall designate a city representative as the "Project Manager" authorized to act on the City's behalf with respect to the Project. The City or such authorized city representative shall render decisions and inform the Consultant of the same in a timely manner pertaining to questions or documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 2.4. The City shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Consultant if not a part of Consultant's basic services. The Consultant may rely upon the accuracy and completeness thereof, but shall immediately notify the City if it determines the information is inaccurate or inadequate.
- 2.5. The City shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the City may require to verify the Consultant's applications for payment.

- 2.6. Prompt written notice shall be given by the City to the Consultant if the City becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 2.7. City may require and Consultant shall execute, as part of its basic services hereunder, any certificates or certifications customarily, commonly, or reasonably required on projects of this type. The proposed language of any certificates or certifications requested of the Consultant or Consultant's consultants shall be submitted to the Consultant for review and approval at least 14 days prior to execution. The City shall not request certifications beyond the scope of Consultant's services under this Agreement.
- 2.8. Notwithstanding anything to the contrary in this Article 2, the City shall be required to furnish information or services described in this Article 2 only to the extent that such information or service is both reasonably required and actually requested by Consultant in order to perform Consultant's services under this Agreement.

SECTION 3 OWNERSHIP AND USE OF DOCUMENTS

- 3.1. Drawings, plans, specifications, photos, report, information, observations, calculations, notes and any other reports, documents, data or information, in any form prepared, collected or received by Consultant in connection with any or all of the Services are the property of the Consultant; however, the Project is the property of the City, and Consultant may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 5, if the Consultant has provided construction inspection services, the Consultant will revise drawings to reflect changes made during construction and Consultant will promptly furnish the City with one complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time required by City. All such reproductions shall be the property of the City who may use them without Consultant's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project. However, they are not intended or represented to be suitable for reuse by the City or others on any other Project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.
- 3.2. Copies of City furnished data that may be relied upon by Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by City to Consultant are only for convenience of Consultant. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 3.3. Unless required otherwise in Exhibit "A", copies of documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types

that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

SECTION 4 CONSULTANT'S CLAIMS AND ARBITRATION

- 4.1. If any instruction or decision by the Project Manager gives rise to a claim by the Consultant for additional compensation or time to complete the Project, such claim shall be made in writing to the Project Manager. The claim shall state the amount of additional compensation or time requested and the reasons for the claim. The claim must be filed within ten days of the decision or instruction by the Project Manager giving rise to the claim or it shall be deemed waived by the Consultant and shall not be subject to any arbitration or litigation.
- 4.2. In the case of a claim made by the Consultant, the Project Manager shall confer with Consultant for the purpose of resolving the claim by mutual agreement. If the parties are able to agree the Project Manager shall reduce the agreement to writing and it must be signed by both parties to be effective. If the parties are unable to agree the Project Manager shall render a decision in writing. The Project Manager shall make his decision and provide a copy thereof to the Consultant within ten days of the filing of the claim.
- 4.3. The decision of the Project Manager shall be final and binding upon the Consultant unless the Consultant appeals the decision of the Project Manager to the City Council. Such appeal shall be taken within seven days from the Project Manager's decision by filing with the City Clerk a request for review of the Project Manager's decision and full statement of the facts surrounding the claim and the amount of the claim. The City Council shall fix a date, time and place to hear the matter, which date shall be not less than eleven days from receipt of the request for review. If the matter is not heard within eleven days or a decision not rendered by the City Council within seven days of the hearing, the claim shall automatically be deemed denied by the City Council.
- 4.4. The decision of the City Council shall be final and binding upon the Consultant unless within one month from the date of the decision of the City Council or such additional time as the City may agree upon, the City and the Consultant agree in writing to arbitration or the Consultant files suit in Woodbury County District Court.
- 4.5. All time limits herein may be extended or shortened by agreement between the City and the Consultant.
- 4.6. Any other dispute not involving additional compensation or time to complete the Project shall be brought to the attention of the City or the Consultant in writing as soon as the party becomes aware a dispute exists. The Project Manager shall confer with the Consultant for the purpose of resolving the dispute by mutual agreement. If the parties are able to agree, the Project Manager shall reduce the agreement to writing and it must be signed by both parties to be effective. If the parties are unable to agree, the Project Manager shall render a decision in writing. The Project Manager shall make the decision and provide a copy thereof to the Consultant within ten days of the presentation of the dispute. Thereafter, the provisions of Sections 4.3 and 4.4. shall apply.
- 4.7. All claims, disputes and other matters in question between the City and the Consultant, arising out of or relating to this Agreement or the breach thereof, may be decided by mediation or arbitration, only if the City and the Consultant can mutually agree in writing

upon the time, places, mediators or arbitrators, and various rules of mediation or arbitration conduct, any other Section, law or rule to the contrary notwithstanding.

SECTION 5 TERMINATION, SUSPENSION OR ABANDONMENT

- 5.1. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 5.2. If the Project is suspended by the City for more than 30 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.
- 5.3. This Agreement may be terminated by the City upon not less than seven days' written notice to the Consultant in the event that the Project is permanently abandoned. If the Project is abandoned by the City for more than 90 consecutive days, the Consultant may terminate this Agreement by giving written notice.
- 5.4. Failure of the City to make payments to the Consultant in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 5.5. This Agreement may also be terminated by the City upon seven days written notice, without regard to any fault or failure to perform by any party, and solely for the City's convenience. In the event of such termination, the Consultant shall be paid compensation in the same manner as set out in Section 5.7, and City shall have no further liability for compensation expenses, or fees to Consultant hereunder except as set out under Section 5.8.
- 5.6. If the City fails to make payment when due the Consultant for services and expenses, the Consultant may, upon seven days' written notice to the City, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Consultant shall have no liability to the City for delay or damage caused the City because of such suspension of services.
- 5.7. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with reimbursable expenses incurred and due and termination expenses.
- 5.8. In the event of any termination under this Section 5, the Consultant consents to City's selection of another consultant of City's choice to assist the City in any way in completing the Project. Consultant further agrees to cooperate and provide any information requested by City in connection with the completion of the Project. Any services provided by Consultant which are requested by City after termination shall be fairly compensated by City.
- 5.9. In the event of termination due to the failure of the Consultant to abide by the provisions of this agreement, the City may at its option:

- 5.9.1. Compensate the Consultant for all services satisfactorily performed prior to date of termination plus all reimbursable expenses directly associated therewith, and proceed with the Project utilizing the services of other consultants, reserving unto itself the right to seek from the Consultant any damages it may be lawfully entitled to receive.
- 5.10. In the event of termination, regardless of cause, the Consultant shall deliver to the City all documents as specified in Section 3.1 for which the City has compensated the Consultant.
- 5.11. Termination expenses are in addition to compensation for basic and additional services, and include expenses which are directly attributable to termination. Termination expenses shall be actual out-of-pocket costs or expenses incurred by Consultant as a result of termination not the Consultant's fault.

SECTION 6 MISCELLANEOUS PROVISIONS

- 6.1. This Agreement shall be governed by the laws of the State of Iowa.
- 6.2. The Woodbury County, Iowa, District Court shall have jurisdiction over any litigation between the Consultant and the City.
- 6.3. This is a contract for professional services. Therefore, the City shall not be bound to the successors, executors, administrators, assigns or legal representatives of the Consultant in respect to the covenants and obligations of this Agreement absent specific written agreement to be so bound.
- 6.4. Neither the City nor the Consultant shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this Section shall prevent Consultant from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.5. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City or Consultant.
- 6.6. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Consultant.
- 6.7. The Consultant shall have the right to include representations of the Project, among the Consultant's promotional and professional materials. The Consultant's materials shall not include the City's confidential or proprietary information if the City has previously advised the Consultant in writing of the specific information considered by the City to be confidential or proprietary. The Consultant shall not use the design materials in any way which may jeopardize the City's entitlement to state or federal funds.
- 6.8. The Consultant agrees to assist and cooperate with the City in any arbitration or litigation involving another person and arising out of services performed by Consultant under this

Agreement. The City agrees to pay the Consultant for all services rendered in accordance with the provisions of Section 8.2.3.3. If, however, negligence by the Consultant is found to exist by the factfinder, the City shall have no obligation to reimburse the Consultant for services rendered in defending that allegation.

- 6.9. Records of the Consultant's direct personnel costs, contracted professional services from special consultant, reimbursable expenses pertaining to the Project, and records of accounts between the Consultant and others, shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representative, at mutually convenient times.
- 6.10. Neither the Project Manager nor the City's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Contract.
- 6.11. The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.
- 6.12. Both parties shall be absolved from liability for any act, omission, or circumstances occasioned by any cause whatsoever not within the control of the party affected thereby and which such party could not, by reasonable diligence, have avoided. Such acts, omissions, or circumstances, however, shall not relieve such party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the caused relied on. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties.
- 6.13. All services described on Exhibit "A" under basic services shall be completed by the time specified in Exhibit "A". If construction administration is a part of basic services, Consultant's obligation under basic services terminates upon the final completion date of construction contract. If the construction is not completed by the scheduled date, the Consultant must continue to provide contract administration but may request additional compensation. Contingent basic services shall be completed within the time specified on Exhibit B-1, the Consultant's Project budget for contingent basic services. If additional services are requested which delay the Consultant in meeting any of these dates, the Consultant shall be entitled to more time to complete the services specified.
- 6.14. The Consultant shall not be responsible for the acts or omissions of the City, the City's other consultant's, the contractor, and subcontractors, any of their agents or employees, or any other persons performing any of the work other than those parties identified in Section 1.1.1. above.
- 6.15. The Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the construction of the project, for the acts or omissions of the City, the contractor, subcontractors, or any other persons performing any of the work on the project, other than the parties identified in Section 1.1.1. above, or for

the failure of any of them to carry out the construction of the project in accordance with the contract documents.

- 6.16. It is recognized that neither the Consultant nor the City has control over the cost of labor materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the City, if any, or from any other cost estimate prepared by the Consultant. However, if the Consultant's services require the project to be designed within a set budget, Consultant shall be required to re-design the project to bring the cost within the budget at no additional expense to the City.

SECTION 7 INSURANCE AND INDEMNIFICATION

- 7.1. The Consultant shall procure and maintain during the term of this Agreement and subject to availability and at a comparable price for two years thereafter professional liability [errors and omissions] insurance in the amount of \$1,000,000.00.
- 7.2. The Consultant shall secure and maintain such insurance policies as will protect Consultant from claims for bodily injuries, death or property damage which may arise from the performance of any work under this Agreement. The following insurance policies are required. Policies must be issued by companies rated "A" or better by "Best's Policyholders Ratings Guide." The following insurance policies are required:
- (1) Workers Compensation – A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages:
 - (a) Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
 - (b) Employer's Liability Insurance with the following limits:

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each accident
Bodily injury by disease	\$500,000 policy limit
 - (2) Comprehensive General Liability

(a) Each Occurrence	\$1,000,000
(b) Aggregate	\$2,000,000
(c) Personal and Advertising Injury Limit	\$1,000,000
(d) Products Completed Operations Aggregate Limit	\$2,000,000
(e) Fire Damage Limit (any one fire)	\$50,000
(f) Medical Damage (any one person)	\$5,000
 - (3) Automobile Public Liability and Property Damage -

Combined Single Limit	\$2,000,000
-----------------------	-------------
- 7.3. Certificates of Insurance acceptable to the City indicating insurance required by this Article in force shall be filed with the City prior to commencing any work hereunder. These certificates shall contain a provision that coverage under these policies shall not be canceled until at least thirty days' prior written notice has been given to the City. The City shall be named an additional insured on the Certificate of Insurance with regards to the Comprehensive General Liability and Automobile Public Liability policies.

- 7.4. Consultant shall indemnify and save City harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment designed by Consultant or from the use of any process designed by Consultant or effected by said apparatus or equipment, and Consultant shall indemnify and save City harmless from and against all costs, counsel fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that City shall promptly transmit to Consultant all papers served on City in any suit involving such claim of infringement, and provided further, that City permits Consultant to have entire charge and control of the defense of any such suit.
- 7.5. Consultant shall indemnify and save City harmless from all liability for personal injury, death or property damage resulting from the negligent performance of any of the work required by this Agreement by the Consultant, its officers, employees, or agents (including special consultants) and Consultant shall indemnify and save City harmless from and against all costs, counsel fees, expenses and liabilities incurred in or about any claim of or action for such negligent act; provided, however, that City shall promptly transmit to Consultant all papers served on City in any suit involving such claim, and provided further, that City permits Consultant to have entire charge and control of the defense of any such suit.

SECTION 8 PAYMENTS TO THE CONSULTANT

8.1. REIMBURSABLE EXPENSES.

- 8.1.1. Reimbursable expenses are actual expenses incurred by the Consultant and Consultant's employees and consultants in the interests of the Project, as identified in Exhibit "B" "Consultant's Project Budget" or as agreed for additional services. If reimbursable expenses are not itemized on Exhibit "B", no charge for reimbursable expenses may be made by the Consultant for basic services.

8.2. METHOD OF PAYMENTS FOR SERVICES AND EXPENSES OF CONSULTANT.

- 8.2.1. City shall pay Consultant for basic services performed as described on Exhibit "A", under the heading of "Consultant's Services" a maximum amount as set forth on Exhibit "B". Exhibit "B", "Consultant's Project Budget" attached hereto, which is a part of this Agreement, sets forth the costs of services, special consultants, a reimbursable expenses budget, and a grand total. Billings for services shall be on the basis of the charges set forth therein. The absolute maximum amount payable to the Consultant for the basic services contemplated by the Agreement is the total sum stated on Exhibit "B". Consultant assumes complete responsibility for the accuracy of the budget. City is entitled to any savings in the budgeted figures realized during the course of the Project.
- 8.2.2. City shall pay Consultant for contingent basic services performed as described on Exhibit "A", under the heading of "Description of Contingent Basic Services", if any, a maximum amount as set forth on Exhibit "B". Exhibit "B", "Consultant's Project Budget" under the heading "Contingent Basic Services Fee" attached hereto, which is a part of this Agreement, and which sets forth the costs of services, special consultants, a reimbursable expenses budget and a grand total. If reimbursable expenses are not itemized on Exhibit "B" no charge for reimbursable expenses may be made by the Consultant for contingent basic services. Billings for services shall be on the basis of the charges set forth therein. The absolute maximum amount payable to the Consultant for the contingent basic services contemplated by the Agreement is the total sum stated on Exhibit "B". Consultant

assumes complete responsibility for the accuracy of the budget. City is entitled to any savings in the budgeted figures realized during the course of the Project.

- 8.2.3. Additional Services. In the event additional services are desired by the City, the same shall be requested by written order which shall specify the additional services and maximum charge therefore including any special consultants and reimbursable expenses and shall be signed by the Consultant and Project Manager. City shall pay Consultant for additional services rendered under Section 1 as follows:
 - 8.2.3.1. For additional services rendered by Consultant, the charges set forth in Exhibit "B" for basic services shall be the basis for determining the charges for additional services plus agreed upon reimbursable expenses.
 - 8.2.3.2. For additional services and reimbursable expenses of a special consultant employed by Consultant as part of additional services, the amount billed to Consultant therefor.
 - 8.2.3.3. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceedings in accordance with Section 6.8, at a rate to be negotiated.
- 8.3. Consultant shall submit monthly statements for basic and additional services rendered and for allowable reimbursable expenses incurred to the Project Manager based upon actual work completed during the billing period. City shall make prompt monthly payments in response to Consultant's monthly statements.
- 8.4. If City fails to make any payment due Consultant for services and expenses within thirty days after receipt of Consultant's bill therefor, the amounts due Consultant shall include a charge at the rate of 1% per month from said thirtieth day, and in addition, Consultant may, after giving seven days' written notice to City, suspend services under this Agreement until he has been paid in full all amounts due the Consultant for services and expenses.

SECTION 9 HAZARDOUS ENVIRONMENT

- 9.1. The City has disclosed to the best of its knowledge to the Consultant the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material located at, on, or near the site, including type, quantity and location. No additional compensation to perform the services shall be allowed to the Consultant based upon all disclosed hazardous materials. Consultant warrants that the Consultant has given due consideration to the disclosure in preparing Exhibit "B".
- 9.2. If there has been no disclosure prior to the date of this agreement, the City represents to the Consultant that to the best of its knowledge a hazardous environmental condition does not exist.
- 9.3. If a hazardous environmental condition is encountered or alleged, Consultant shall have the obligation to notify City and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- 9.4. If there has been no disclosure of a known hazardous environmental condition, the Consultant's scope of service does not include any services related to a hazardous environmental condition. In the event Consultant or any other party encounters a

hazardous environmental condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until City: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous environmental condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations.

- 9.5. If Consultant's services under this agreement can not be performed because of a hazard environmental condition, the existence of the condition shall justify Consultant terminating this agreement for cause on 30 days notice. The provisions of Section 5.7 shall apply.



Building a Better World
for All of Us®

EXHIBIT "A"
CONSULTANT'S SERVICES

August 13, 2015

RE: City of Sioux City, Iowa
Winter Recreational Park
Start-Up Phase – Site Preparation
SEH No. 133118 14.00

Matt Salvatore
Parks and Recreation Director
City of Sioux City
401 Gordon Dr.
PO Box 447
Sioux City, Iowa 51102

Dear Mr. Salvatore:

Short Elliott Hendrickson Inc. (SEH) appreciates the opportunity to submit this proposal for continued professional services on the above noted project.

PROJECT UNDERSTANDING

It is understood that the City wishes to proceed with the Start-Up Phase, generally as identified in the 90% complete feasibility study. The first step in this phase is to prepare bidding documents that will facilitate tree removal to take place during the upcoming fall/winter months. Tree removal in Iowa has generally been restricted to the period from October 1 to March 31 due to the roosting habits of the Long-eared bat. As such, an early bidding package for tree removal is necessary to keep the Start-Up Phase on schedule. Another important regulatory element that may impact the project is wetlands related. As identified in the Feasibility Study, the Sertoma Park pond is anticipated for use as a snow making water source. In addition, the retention pond on the west side of the site may be considered as a wetland. It will be important to determine what, if any, issues may be present due to work that is proposed. This process can take time, so, it is important to start now. This proposal will be limited to work associated with preparation of the noted bidding package, associated construction phase services and conducting a wetlands delineation. The following scope of services is proposed.

Topographic Survey

- Conduct Iowa One Call notification
- Set control for project area
- Conduct topographic survey
 - Tube park area
 - Utility right-of-way between tube park and Sertoma Park pond
 - Limited area in Sertoma Park for snow making building
- Prepare base map of survey data

Engineered Plans

- Prepare plans and specifications (bidding documents) for tree removal.

Storm Water Pollution Prevention Plan (SWPPP)

- Prepare SWPPP for site (required when disturbance of over one acre is anticipated)
- Prepare/submit National Pollutant Discharge Elimination System (NPDES) permit application.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 215 North Adams Avenue, Mason City, IA 50401-3119
SEH is 100% employee-owned | sehinc.com | 641.424.5344 | 888.908.8166 fax

Bidding Assistance

- Distribute bid document packages
- Answer contractor questions during bid period
- Coordinate bid opening with City Staff
- Issue addendum as needed
- Prepare tabulation of bids received
- Provide recommendation for contract award

Construction Staking

- Field stake limits of tree removal

Construction Administration

- Attend and administer preconstruction conference
- Review/process contracts, bonds, insurance
- Prepare payment documents for completed work; anticipate two (2) each – one partial and one final.
- Assist City with project closeout

Construction Observation

- Site visit to check initial erosion control measures
- Weekly site visits to check tree removal progress; assume four (4) visits
- Punch list inspection and follow-up final inspection
- Conduct weekly SWPPP inspection/reporting for 8 week monitoring period

Wetlands Delineation

- Research local requirements
- Site visit to review/determine conditions
- Prepare report of findings/determinations

ADDITIONAL SERVICES

SEH can provide the following additional services, on an hourly rate basis, using the firm's standard compensation schedule. We can provide a fee for each (based on scope you determine) prior to commencing work.

- Attend City Council or Park & Recreation Board meetings
- Construction staking (beyond what is noted in scope of services)
- Construction administration (beyond what is noted in scope of services)
- Construction observation (beyond what is noted in scope of services)
- Permitting for wetlands
- Tree assessment; type, size condition
- Attend and administer Pre-bid meeting

SERVICES BY OWNER

It is assumed that the following work will be performed by the Owner

- Printing and distribution of bid packages
- Presentation of contractor payment applications to City Council
- Provide project updates for City Council and Parks and Rec Board

PROJECT FEE

SEH proposes to provide services on an hourly rate basis for the following not-to-exceed fee.

<u>TASK</u>	<u>FEE</u>
1. Topographic Survey	\$15,000
2. Engineered Plans	\$8,000
3. SWPPP/NPDES Permit	\$2,100
4. Bidding Assistance	\$3,000
5. Construction Staking	\$3,500
6. Construction Administration	\$6,500
7. Construction Observation	\$4,300
8. Wetlands Delineation	<u>\$7,000</u>
Total Fee (Not to Exceed)	\$49,400

The noted fee includes anticipated costs for mileage, postage and copies.

Should circumstances arise that are beyond the scope of work anticipated, you will be notified immediately and be provided with a statement of estimated costs. Authorization from you will be requested to proceed with the change in scope.

Invoices will be prepared monthly in accordance with Short Elliott Hendrickson Inc.'s standard invoicing practices. By signing below with an authorized signature and returning the enclosed copy to Short Elliott Hendrickson Inc., you agree to the two-page General Conditions for the Agreement for Professional Services (Rev. 08.03.11) attached to this proposal.

PROJECT SCHEDULE

SEH is prepared to begin immediately with this project upon receiving written authorization.

We look forward to working with you on the project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.


Terry McCarthy
Project Manager

enclosure

p:\pfefacty\source\ty-startup\phase 133118.docx

EXHIBIT "B"
CONSULTANT'S PROJECT BUDGET

The cost of services, including reimbursable expenses, is shown in the Short Elliott Hendrickson Inc. (SEH) letter dated August 13, 2015 which is a part of this Agreement and is attached as Exhibit "A".

p:\pf\city\project\status\phase 1\3118 exhibit b.docx



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
1/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - 952-242-3100 Wells Fargo Insurance Services USA, Inc. 400 Highway 169 South St. Louis Park, MN 55426	CONTACT NAME: Dorothy Stabler PHONE (A/C, No, Ext): 952-242-3058 FAX (A/C, No): 866-723-7870 E-MAIL ADDRESS: dorothy.stabler@wellsfargo.com														
INSURED Short Elliott Hendrickson, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Nationwide Mutual Insurance Company	23787	INSURER C: Continental Casualty Company	20443	INSURER D: Twin City Fire Insurance Company	29459	INSURER E:		INSURER F:	
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INSURER D: Twin City Fire Insurance Company	29459														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 8671911 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		41UENQT9743	10/01/14	10/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Combined Total Aggregate \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACP7181965099	10/01/14	10/01/15	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		L6011730038	10/01/14	10/01/15	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	41WEQT9807	10/01/14	10/01/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Sioux City, Iowa is an Additional Insured as respects general liability and auto liability when required by written contract with the insured. A 30 Day Notice of Cancellation applies to all policies shown, except 10 days for non-payment of premium.

CERTIFICATE HOLDER

 City of Sioux City, Iowa
 401 Gordon Dr
 PO Box 447
 Sioux City, IA 51102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6J

FROM: Glenn Ellis, City Engineer
Brett Langley, Civil Engineer

SUBJECT: Resolution granting a permit to Clarity Telecom, LLC dba Vast Broadband to own, operate and maintain underground cable from the intersection of 11th Street and Pierce Street, east to Jennings Street, south to the east/west alley between 4th Street and 5th Street, west to Jones Street, south to 3rd Street, west to Nebraska Street, and south to 130 Nebraska Street.

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:
Staff respectfully requests the City Council approve the Resolution granting a permit to Clarity Telecom, LLC dba Vast Broadband of Sioux Falls, South Dakota, to perform underground construction in the City's right-of-way for the installation of fiber optic network services from the intersection of 11th Street and Pierce Street, east to Jennings Street, south to the east/west alley between 4th Street and 5th Street, west to Jones Street, south to 3rd Street, west to Nebraska Street, and south to 130 Nebraska Street.

DISCUSSION:
The City has received a letter from Jack Brinkley of Vast Broadband for a permit to install fiber optic cable from the intersection of 11th Street and Pierce Street east to Jennings Street, south to the east/west alley between 4th Street and 5th Street, west to Jones Street, south to 3rd Street, west to Nebraska Street, and south to 130 Nebraska Street. The fiber optic is being installed to serve the address of 130 Nebraska Street.

This fiber permit approval is recommended by staff to continue to provide optical telecommunications services to the area.

Pursuant to municipal ordinance, permits are granted by the City Council to install underground cable to those companies not holding a franchise with the City. In the past, the Council has been concerned about exclusivity with respect to the granting of these permits. The City is prohibited from granting any type of exclusive rights to a cable company, a telecommunications company, a gas company or an electric company under the laws of the State of Iowa. Therefore, we cannot require anybody to use the facilities of Clarity Telecom, LLC dba Vast Broadband or any other telephone company.

The attached route has been reviewed by the Engineering Department.

There will be no Fiber Permit Fee charged as Clarity Telecom, LLC dba Vast Broadband has a pending State Franchise Agreement.

FINANCIAL IMPACT:

There are no budget implications for the City due to this project.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

Council could deny permit to Clarity Telecom, LLC dba Vast Broadband of Sioux Falls, South Dakota.

ATTACHMENTS:

Resolution
Permit
Maps
Bond
Certificate of Liability

RESOLUTION NO. 2015-_____
with attachments

RESOLUTION GRANTING A PERMIT TO CLARITY TELECOM, LLC DBA VAST BROADBAND TO OWN, OPERATE AND MAINTAIN UNDERGROUND CABLE FROM THE INTERSECTION OF 11TH STREET AND PIERCE STREET, EAST TO JENNINGS STREET, SOUTH TO THE EAST/WEST ALLEY BETWEEN 4TH STREET AND 5TH STREET, WEST TO JONES STREET, SOUTH TO 3RD STREET, WEST TO NEBRASKA STREET, AND SOUTH TO 130 NEBRASKA STREET.

WHEREAS, the City Council has received a request from Clarity Telecom, LLC dba Vast Broadband (hereinafter referred to as "Applicant") of Sioux Falls, South Dakota to own, operate and maintain underground communication cable to be installed by Applicant in certain specified public right-of-ways; and

WHEREAS, the City Council is advised and does believe that permission to own, operate and maintain such cable should be granted, pursuant to Chapter 12.05 of the Sioux City Municipal Code, under the conditions hereafter imposed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that Applicant be and is hereby authorized to own, operate and maintain communication cable underground, across or along the following streets:

- From the intersection of 11th Street and Pierce Street, east to Jennings Street, south to the east/west alley between 4th Street and 5th Street, west to Jones Street, south to 3rd Street, west to Nebraska Street, and south to 130 Nebraska Street;

Subject to the following terms and conditions as outlined in the attached Fiber/Utility Installation and Maintenance Permit.

BE IT FURTHER RESOLVED that the City Engineer be and he is hereby authorized and directed to execute said Fiber/Utility Installation and Maintenance Permit for and on behalf of the City.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



Fiber / Utility Installation & Maintenance Permit

	Name	Address	Phone	Email
Applicant:	Jack Brinkley	3100 Broadband Ln. Sioux Falls, SD	605.955.8908	jack.brinkley@vastbroad.com
Facility Owner:	Vast Broadband	same	same	
Contractor:	Nebcon	2026 Keystone Dr. Omaha, NE	402.928.4757	rschmitt@nebconinc.com
Bond on File :	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable		Bond Expiration Date: _____	
Insurance Certificate on File :	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable			
Work in (Street)	11th St		<input checked="" type="checkbox"/> Paved <input type="checkbox"/> Unpaved <input type="checkbox"/> Parkway	
From: (Street)	11th & Pierce St		To: (Street)	2nd & Nebraska
Address Served: (If Applicable)	_____			
Start Date	08.25.2015		Completion Date:	09.8.2015
Project Description:	Place UG fiber			
Type of Work:	Directional Bore			

- A map showing the work area and proposed traffic control must be attached to the application

By signing the permit below, the Permittee acknowledges the rules, regulations & City Code pertaining to this permit. The Permittee also agrees to defend, indemnify, and hold harmless the City, its employees, and agents from all suits, actions, damages, or claims to which the City may be subject to, of any kind or nature whatsoever, resulting from, caused by, or arising out of the Permittee's use or occupancy of the public right-of-way authorized by this permit.


 Applicant Signature _____ Date 8-13-15

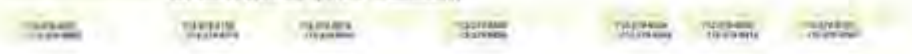
Glenn Ellis _____ Date _____
 City Engineer

FOR OFFICE USE ONLY

Date Submitted: 8-13-15 Permit/Resolution No. _____
 Engineer Review: R-19216 BL Date: 8-13-15
 Utility Review: TH, RM Date: 8-13-15
 Communication Review: GS Date: 8-13-15

Permit Fee: New Installation \$250.00 Emergency/Maintenance Requiring Excavation \$85.00
 Check Cash Credit Card

400 W. Second Street, Sioux Falls, SD 57102





Fiber / Utility Installation & Maintenance Permit

STANDARD PERMIT CONDITIONS

The applicant agrees that if granted a permit for obstruction/excavation in the public right-of-way as described in the permit application, the following stipulations shall govern in addition to those included in Chapter 12.05 of the Sioux City Municipal Code.

- No public right-of-way shall be closed without notice and consent of the Public Works Department. Notice shall be at least ten (10) days in advance of any closing. Applicant is responsible for notifying the properties adjacent to the closure via door hangers. Street Closures shall be at no expense to the City.
- The contractor must schedule a preconstruction meeting with City Engineering staff prior to construction to provide information concerning the construction methods, traffic control plan, construction schedule, and impacts to the City's right-of-way. The contractor must also provide City Engineering with a construction plan showing handholes, conduit locations, and other appurtenances that will be installed in the City's right-of-way.
- Applicant/contractor shall comply with all city ordinances regulating construction in the public right-of-way during any maintenance activities on the buried utility system. Applicant agrees to comply with all other ordinances and any amendments thereto of the City regulating the use and occupancy of public right-of-way including, but not limited to, Chapter 12.05 of the Sioux City Municipal Code. Construction work shall conform to the current edition of SUDAS and the City of Sioux City Supplement to SUDAS. See Section 7040 regarding pavement patching requirements. All street patching shall use Iowa DOT Class M concrete mix.
- The applicant shall notify Iowa One Call (IOC) at 1-800-252-8909 or www.iowaonecall.com for utility locates prior to excavation. IOC requires 48 hour notification.
- No excavation in the traveled portion of the public right-of-way shall be left opened and with no work in progress for more than five (5) days. No excavation in the parkway shall be left opened and with no progress for more than ten (10) days.
- When an emergency excavation is necessary, a permit application shall be submitted at the earliest opportunity after the work has started, no later than the next business day.
- Contractor shall furnish, erect and maintain the necessary traffic controls such as signs, barricades, flaggers, etc. as required by the City. Traffic controls provided shall be in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) as adopted by the Iowa Department of Transportation.
- A complete set of "as built" construction plans in paper and electronic format shall be filed with the City's Engineering Division within fourteen (14) days after completion of the project.
- Applicant shall maintain with the City's Engineering Division a telephone number or numbers to call to locate buried cable and to receive emergency messages at any time.
- Applicant shall relocate any buried utilities, cable, etc. at its expense, to accommodate a public improvement in the public right-of-way.
- All surfacing shall be replaced to its original condition satisfactory to the Public Works Department. Grass surfaces may be seeded and mulched, sodded or treated with erosion mat as determined by the City Engineer or his/her designee. Paved areas will require passing density tests to be provided to City Engineering staff prior to being paved. The applicant shall assume the responsibility of maintenance costs for restoring any grassed areas, streets, driveways, and sidewalks due to settlement of the trenches or improperly restored improvements over such trenches for a period of (2) years, or until the area is reconstructed by the City, whichever is sooner.
- Applicant shall submit a surety bond in the amount of \$10,000 for all right-of-way obstructions/excavations that will likely cause damage to the right-of-way. The bond shall be signed by a good and sufficient surety company authorized to execute such bonds under the laws of the state and upon which service of process may be made in the State of Iowa. Action may be taken on the bond to recover costs associated with repairs to any damages caused to the right-of-way or City utilities, or if the applicant fails to make timely repairs and reopen the right-of-way.
- Applicant agrees to require all general contractors who may perform any work for Applicant under this permit to post a payment bond with a surety by a company licensed to do business in the State of Iowa guaranteeing payment of all subcontractors and suppliers of the general contractor. In the event Applicant does not comply with this paragraph, it shall become a personal guarantor of the general contractor's obligations. This requirement is specifically provided for the benefit of third parties.

City of Sioux City, Iowa | 50201 | 515.325.3100 | www.siouxcityia.gov

City of Sioux City, Iowa

City Engineer

City Engineer

City Engineer

City Engineer

City Engineer

City Engineer



Fiber / Utility Installation & Maintenance Permit

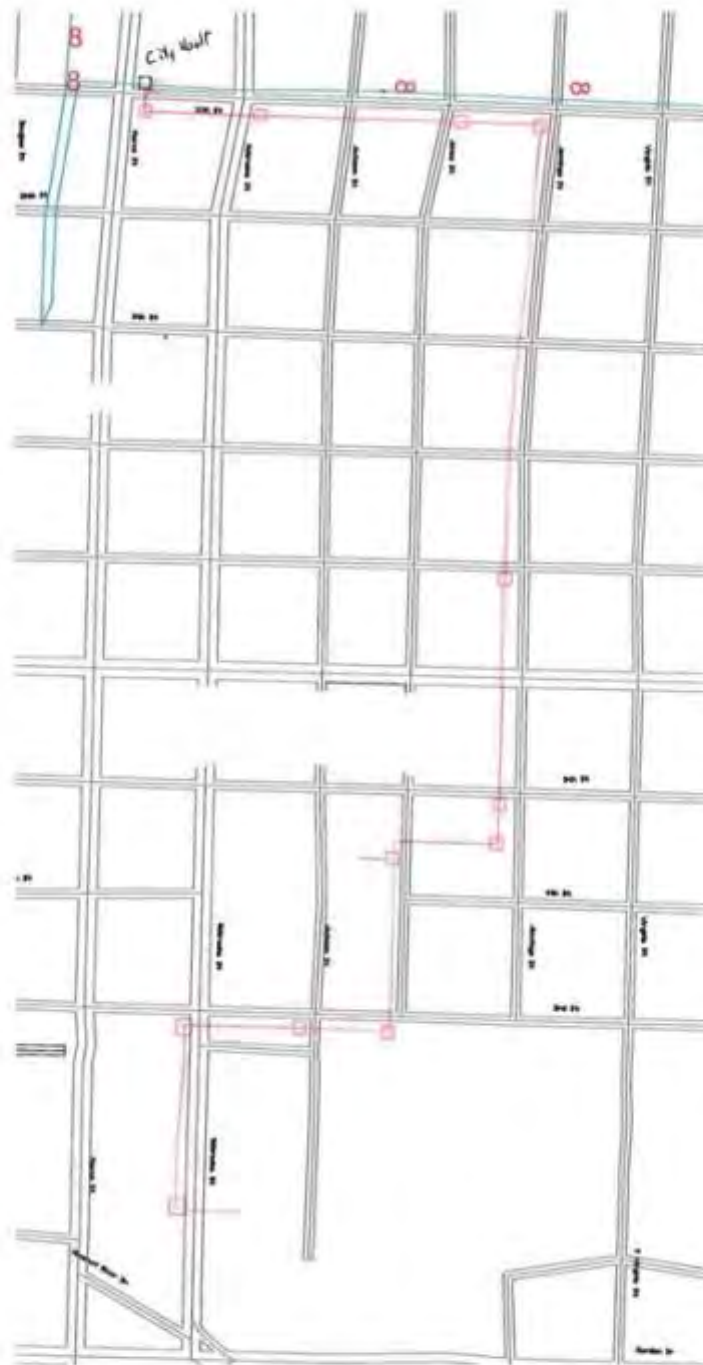
- Applicant shall submit a Certificate of Liability Insurance with the application. The amount of the insurance shall be a minimum of \$1,000,000 with a maximum deductible of \$5,000. The certificate shall name the City as an additional insured and shall include a copy of the endorsement naming the City as such.
- In the event that the Applicant fails to comply with the provision of the application, after having been given reasonable notice, the City may do such works as may be needed to properly repair such pavements, sidewalks, curbs and gutters or other portions of streets and public places and the cost thereof shall be repaid to the City by the Applicant. In cases where a cut or disturbance is made in a section of street paving or sidewalks, but causes greater disturbance than to just the area cut, rather than replace only the area cut, the Applicant shall replace that area as may be ordered by the Public Works Director. All work shall comply with the City's requirements for patch back and repair.
- Applicant shall defend at its own expense, in the name and on behalf of the City, and shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, whether caused or contributed to by the negligence of Applicant or the City, on account of injury or damage to any person or property, caused or occasioned or allegedly caused or occasioned, in whole or in part, by reason of or arising out of the construction, excavation, operation or maintenance of the buried cable permitted by this resolution. However, Applicant shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the sole negligence of the City. The duty of Applicant to defend and save harmless and indemnify the City shall extend to the officers, employees, elected officials, and agents of the City to the extent the City is obligated to defend, save harmless and indemnify by law.
- The applicant agrees to abide by the Supplemental Conditions (If Applicable) written below:
Supplemental Permit Conditions (attach additional sheets as required): Meeting Required for traffic control, additional details and locations of vault locations, bore pits, and any intended closures to public ROW.

This completed, signed and approved permit must be present at the project site while work is underway. Failure to produce this permit when requested can and will result in compulsory work stoppages.


Applicant's Initials







17/1/2019



Bond No. 600015431

BLANKET PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Clarify Telecom, LLC dba
Vnet Broadband as Principal (hereinafter called "Principal") and
AT&T World Service, Inc. as Surety are held and firmly bound unto the City of Sioux City, Iowa, as
Obligee, (hereinafter called "Jurisdiction") and to all persons who may be injured by any breach of any condition of
this Bond in the total aggregate penal sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United
States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives
and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Principal, following application for a license to
pull permits for Fiber/Utility Installation & Maintenance work from the Jurisdiction, intends to enter onto property of
the Jurisdiction to perform utility work, including, but not limited to new installation of utilities or service/maintenance
of existing utilities

It is expressly understood and agreed by the Principal and Surety in this bond that the following provisions are a
part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Permit Documents, reference made a part hereof, for the permitted work, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Principal's default or failure to perform as required. The Principal shall also be responsible for the default or failure to perform as required under the Permit and Permit Documents by all subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the permitted work.
2. **PAYMENT:** The Principal and the Surety on this Bond hereby agree to pay all just claims submitted by person, firms, subcontractors, and corporations furnishing materials for or performing labor under the Permit on account of which this Bond is given.
3. **MAINTENANCE:** The Principal and the Surety on this Bond shall, for a two year period and at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Permit.
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section. Including but not limited to claims for all amounts due for any damage, personal or property, caused by the Principal, its contractors, subcontractors, agents or employees in the course of any work performed under the Permit or any work performed on the property of the Jurisdiction.

Principal's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time of such work was accepted.

It is intended that Principal and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Principal's failure to perform as required in the Permits and Permit Documents, that all agreements and promises set forth in the Permits and Permit Documents and in this Bond will be fulfilled, and that

the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Permits been complied with in the first instance as required.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Woodbury County District Court, State of Iowa.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Permits and Permit Documents, and in this Bond, then this obligations shall be null and void, otherwise it shall remain in full force and effect/during the period for which any fiber/utility installation by such Principal shall have been guaranteed by the Principal, and specifications under which the same were construed.

When a work item or phrase is issued in this Bond, it shall be interpreted or construed first as defined in this Bond, the Permits or Permit Documents; second, if not defined in the Bond, Permits or Permit Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common usage.

This bond may be terminated by the Surety by the giving of (30) days written notice to the City of Sioux City provided, however, that in the event of such termination, the Surety shall be relieved of liability hereunder only with respect to breaches of Condition occurring on or after the effective date of such termination. The Surety's obligation under this bond shall not exceed 100% of the penal sum of this bond.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Permit and Permit Documents are hereby made a part of this Bond.

Dated this 15th day of May, 2015

SURETY:

Atlantic Specialty Insurance Company
Surety Company

By: 
Signature Attorney-in-Fact/Officer

Eamon T. Long
Name of Attorney-in-Fact/Officer

Alliant Insurance Services, Inc.
Company Name

222 Bloomington Road
Company Address

White Plains, NY 10605
City, State, Zip Code

914-220-5826
Company Telephone Number

PRINCIPAL:

Clarity Telecom, LLC dba Vast Broadband ✓

Name: J. Keith Davidson

By: 
Signature

J. Keith Davidson
Name (Print/Type)

CEO
Title

104 E. Center, Ste 201
Address

SIKESTON MO 63801
City, State, Zip Code

573-481-2265
Telephone Number

Note: All Signatures on this bond must be original signatures in ink; copies of facsimile of any signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnesota, Minnesota, does hereby constitute and appoint: **Eamonn T. Long, Brenda J. Patterson**, each individually if they be vice that one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto, and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and in affix the Company seal thereto, and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instruments executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal when so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNINGEN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the seal and the signature as said officer were duly affixed and



Lesha V.S. Beeks
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed: Date: 15 day of MAY 2015

This Power of Attorney expires
October 1, 2017



James G. Joran
James G. Joran, Assistant Secretary

RIDER

To be attached to and form a part of Bond No. 800015431

On behalf of Clarity Telecom, LLC dba Vast Broadband

In favor of the City of Sioux City, Iowa

dated the 15th day of May 2015

It is agreed that:

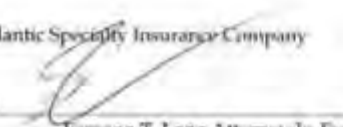
the date of said bond shall be changed to August 17, 2015

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

Signed, sealed and dated this 13th day of August 2015.

Atlantic Specialty Insurance Company

By


Eamonn T. Long Attorney-In-Fact





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Manhattan, Minnesota, does hereby constitute and appoint: **Kamron T. Long, Brenda L. Patterson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto, and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal when so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has executed these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNINGEN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual not officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and



Lesha V. S. Beeks
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed: Date: 13 day of AUGUST, 2015

This Power of Attorney expires
October 1, 2017



James D. Jordan
James D. Jordan, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
8/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mitchell Insurance 901 N. Main P.O. Box 10 Sikeston MO 63801	CONTACT NAME: Rose Medlock PHONE (In. Ex. Int.): (573) 471-0538 FAX (In. Ex. Int.): (573) 471-9734 E-MAIL ADDRESS: rmedlock@mitchellinsinc.com
INSURED Clarity Telecom Holdings, LLC And Clarity Telecom, LLC DBA Vast Broadband 104 E Center St Sikeston MO 63801	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance NAIC # 36161 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1491706430 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VER. LITE	TYPE OF INSURANCE	ADD. BODY INSD. CODE	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR SOFT AGGREGATE LIMIT (REQUEST PER POLICY) <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> OCC.		630-98358932	9/30/2014	9/30/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Commercial) \$ 1,000,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & AUTO LIABILITY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP ADS \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AIR AUTO <input checked="" type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> BOULEVARD AUTO <input type="checkbox"/> TRUCK/TRACTOR AUTO		810-98320398	9/30/2014	9/30/2015	UNLIMITED STATE LIMIT LIABILITY BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 5,000 Medical payments \$ 15,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMSMADE SOFT AGGREGATE LIMIT (REQUEST PER POLICY) <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> OCC.		23P-09977040	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROGRAMS/PARTICIPANTS/EXCLUSIVE OR PROGRAMMER EXCLUDED? (Mandatory in IA) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A Description of operations below		IN-09-9852860-D-14	9/30/2014	9/30/2015	E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Network & Information Security Liab & Tech E&O		SPL-61M10100-14-13	09/30/2014	09/30/2015	Each Occurrence Act 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Sioux City is also listed as Additional Insured in respect to General Liability and Auto Liability:

CERTIFICATE HOLDER City of Sioux City PO Box 447 Sioux City, IA 51102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Elizabeth Johnson/RFM
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<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6K

FROM: Glenn Ellis, City Engineer
Brett Langley, Civil Engineer

SUBJECT: Resolution granting a permit to Clarity Telecom, LLC dba Vast Broadband to own, operate and maintain underground cable from the southwest corner of the intersection of Sergeant Road and South Lakeport Street, then east to the southeast corner of the same intersection, then north to the northeast corner of the same intersection, then east along the north side of Sergeant Road to 5776 Sergeant Road.

Reviewed By:	<input checked="" type="checkbox"/> Department Director	<input checked="" type="checkbox"/> Finance Department	<input checked="" type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Manager
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RECOMMENDATION:

Staff respectfully requests the City Council approve the Resolution granting a permit to Clarity Telecom, LLC dba Vast Broadband of Sioux Falls, South Dakota, to perform underground construction in the City's right-of-way for the installation of fiber optic network services from the southwest corner of the intersection of Sergeant Road and South Lakeport Street, then east to the southeast corner of the same intersection, then north to the northeast corner of the same intersection, then east along the north side of Sergeant Road to 5776 Sergeant Road.

DISCUSSION:

The City has received a letter from Jack Brinkley of Vast Broadband for a permit to install fiber from the southwest corner of the intersection of Sergeant Road and South Lakeport Street, then east to the southeast corner of the same intersection, then north to the northeast corner of the same intersection, then east along the north side of Sergeant Road to 5776 Sergeant Road. The fiber optic is being installed to serve the address of 5776 Sergeant Road.

This fiber permit approval is recommended by staff to provide optical telecommunications services to the address of 5776 Sergeant Road.

Pursuant to municipal ordinance, permits are granted by the City Council to install fiber optic cable underground cable to those companies not holding a franchise with the City. In the past, the Council has been concerned about exclusivity with respect to the granting of these permits. The City is prohibited from granting any type of exclusive rights to a cable company, a telecommunications company, a gas company or an electric company under the laws of the State of Iowa. Therefore, we cannot require anybody to use the facilities of Clarity Telecom, LLC, dba Vast Broadband or any other telephone company.

The attached route has been reviewed by the Engineering Department.

FINANCIAL IMPACT:

There are no budget implications for the City due to this project.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

Council could deny permit to Clarity Telecom, LLC dba Vast Broadband of Sioux Falls, South Dakota.

ATTACHMENTS:

Resolution
Permit
Maps
Bond
Certificate of Insurance

RESOLUTION NO. 2015-_____
with attachments

RESOLUTION GRANTING A PERMIT TO CLARITY TELECOM, LLC DBA VAST BROADBAND TO OWN, OPERATE AND MAINTAIN UNDERGROUND CABLE FROM THE SOUTHWEST CORNER OF THE INTERSECTION OF SERGEANT ROAD AND SOUTH LAKEPORT STREET, THEN EAST TO THE SOUTHEAST CORNER OF THE SAME INTERSECTION, THEN NORTH TO THE NORTHEAST CORNER OF THE SAME INTERSECTION, THEN EAST ALONG THE NORTH SIDE OF SERGEANT TO 5776 SERGEANT ROAD.

WHEREAS, the City Council has received a request from Clarity Telecom, LLC dba Vast Broadband (hereinafter referred to as "Applicant") of Sioux Falls, South Dakota to own, operate and maintain underground communication cable to be installed by Applicant in certain specified public right-of-ways; and

WHEREAS, the City Council is advised and does believe that permission to own, operate and maintain such cable should be granted, pursuant to Chapter 12.05 of the Sioux City Municipal Code, under the conditions hereafter imposed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that Applicant be and is hereby authorized to own, operate and maintain communication cable underground, across or along the following streets:

- From the southwest corner of the intersection of Sergeant Road and South Lakeport Street, then east to the southeast corner of the same intersection, then north to the northeast corner of the same intersection, then east along the north side of Sergeant Road to 5776 Sergeant Road;

Subject to the following terms and conditions as outlined in the attached Fiber/Utility Installation and Maintenance Permit.

BE IT FURTHER RESOLVED that the City Engineer be and he is hereby authorized and directed to execute said Fiber/Utility Installation and Maintenance Permit for and on behalf of the City.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



Fiber / Utility Installation & Maintenance Permit

	Name	Address	Phone	Email
Applicant:	Jack Brinsky	2100 Broadband Ln. Sioux Falls, SD	605.905.8080	jack.brinsky@vastband.com
Facility Owner:	Vast Broadband same		same	
Contractor:	Nebcon	2026 Keystone Dr. Omaha, NE	402.926.4757	rschmitt@nebconinc.com
Bond on File:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable		Bond Expiration Date: _____	
Insurance Certificate on File:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable			
Work In: (Street)	Lakeport Rd & Sergeant Rd		<input checked="" type="checkbox"/> Paved <input type="checkbox"/> Unpaved <input type="checkbox"/> Parkway	
From: (Street)	Lakeport Rd	To: (Street)	5776 Sergeant Rd	
Address Served: (If Applicable)	5776 Sergeant Rd			
Start Date:	08.25.2015	Completion Date:	09.11.2015	
Project Description:	Place UG fiber			
Type of Work:	Directional Bore			

* A map showing the work area and proposed traffic control must be attached to the application.

By signing the permit below, the Permittee acknowledges the rules, regulations & City Code pertaining to this permit. The Permittee also agrees to defend, indemnify, and hold harmless the City, its employees, and agents from all suits, actions, damages, or claims to which the City may be subject to, of any kind or nature whatsoever, resulting from, caused by, or arising out of the Permittee's use or occupancy of the public right-of-way authorized by this permit.

	8-13-15	Glenn Ellis	Date
Applicant Signature	Date	City Engineer	Date

FOR OFFICE USE ONLY

Date Submitted:	8-13-15	Permit/Resolution No.:	
Engineer Review:	BL	Date:	8-14-15
Utility Review:	TH + RM	Date:	8-13-15
Communication Review:	GS	Date:	8-13-15

Permit Fee: New Installation \$250.00 Emergency/Maintenance Requiring Excavation \$85.00

Check Cash Credit Card





Fiber / Utility Installation & Maintenance Permit

STANDARD PERMIT CONDITIONS

The applicant agrees that if granted a permit for obstruction/excavation in the public right-of-way as described in the permit application, the following stipulations shall govern in addition to those included in Chapter 12.05 of the Sioux City Municipal Code.

- No public right-of-way shall be closed without notice and consent of the Public Works Department. Notice shall be at least ten (10) days in advance of any closing. Applicant is responsible for notifying the properties adjacent to the closure via door hangers. Street Closures shall be at no expense to the City.
- The contractor must schedule a preconstruction meeting with City Engineering staff prior to construction to provide information concerning the construction methods, traffic control plan, construction schedule, and impacts to the City's right-of-way. The contractor must also provide City Engineering with a construction plan showing handholes, conduit locations, and other appurtenances that will be installed in the City's right-of-way.
- Applicant/contractor shall comply with all city ordinances regulating construction in the public right-of-ways during any maintenance activities on the buried utility system. Applicant agrees to comply with all other ordinances and any amendments thereto of the City regulating the use and occupancy of public right-of-way including, but not limited to, Chapter 12.05 of the Sioux City Municipal Code. Construction work shall conform to the current edition of SUDAS and the City of Sioux City Supplement to SUDAS. See Section 7040 regarding pavement patching requirements. All street patching shall use Iowa DOT Class M concrete mix.
- The applicant shall notify Iowa One Call (IOC) at 1-800-292-8989 or www.iowarecall.com for utility locates prior to excavation. IOC requires 48 hour notification.
- No excavation in the traveled portion of the public right-of-way shall be left opened and with no work in progress for more than five (5) days. No excavation in the parkway shall be left opened and with no progress for more than ten (10) days.
- When an emergency excavation is necessary, a permit application shall be submitted at the earliest opportunity after the work has started, no later than the next business day.
- Contractor shall furnish, erect and maintain the necessary traffic controls such as signs, barricades, flaggers, etc. as required by the City. Traffic controls provided shall be in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) as adopted by the Iowa Department of Transportation.
- A complete set of "as built" construction plans in paper and electronic format shall be filed with the City's Engineering Division within fourteen (14) days after completion of the project.
- Applicant shall maintain with the City's Engineering Division a telephone number or numbers to call to locate buried cable and to receive emergency messages at any time.
- Applicant shall relocate any buried utilities, cable, etc. at its expense, to accommodate a public improvement in the public right-of-way.
- All surfacing shall be replaced to its original condition satisfactory to the Public Works Department. Grass surfaces may be seeded and mulched, sodded or treated with erosion mat as determined by the City Engineer or his/her designee. Paved areas will require passing density tests to be provided to City Engineering staff prior to being paved. The applicant shall assume the responsibility of maintenance costs for restoring any grassed areas, streets, driveways, and sidewalks due to settlement of the trenches or improperly restored improvements over such trenches for a period of (2) years, or until the area is reconstructed by the City, whichever is sooner.
- Applicant shall submit a surety bond in the amount of \$10,000 for all right-of-way constructions/excavations that will likely cause damage to the right-of-way. The bond shall be signed by a good and sufficient surety company authorized to execute such bonds under the laws of the state and upon which service of process may be made in the State of Iowa. Action may be taken on the bond to recover costs associated with repairs to any damages caused to the right-of-way or City utilities, or if the applicant fails to make timely repairs and reopen the right-of-way.
- Applicant agrees to require all general contractors who may perform any work for Applicant under this permit to post a payment bond with a surety by a company licensed to do business in the State of Iowa guaranteeing payment of all subcontractors and suppliers of the general contractor. In the event Applicant does not comply with this paragraph, it shall become a personal guarantor of the general contractor's obligations. This requirement is specifically provided for the benefit of third parties.

1000 P. Sioux City, IA 51101 | Phone: 715.255.5100

City Engineer

715.255.5100

City Engineer

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City Engineer

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Fiber / Utility Installation & Maintenance Permit

- Applicant shall submit a Certificate of Liability Insurance with the application. The amount of the insurance shall be a minimum of \$1,000,000 with a maximum deductible of \$5,000. The certificate shall name the City as an additional insured and shall include a copy of the endorsement naming the City as such.
- In the event that the Applicant fails to comply with the provision of the application, after having been given reasonable notice, the City may do such works as may be needed to properly repair such pavements, sidewalks, curbs and gutters or other portions of streets and public places and the cost thereof shall be repaid to the City by the Applicant. In cases where a cut or disturbance is made in a section of street paving or sidewalks, but causes greater disturbance than to just the area cut, rather than replace only the area cut, the Applicant shall replace that area as may be ordered by the Public Works Director. All work shall comply with the City's requirements for patch back and repair.
- Applicant shall defend at its own expense, in the name and on behalf of the City, and shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, whether caused or contributed to by the negligence of Applicant or the City, on account of injury or damage to any person or property, caused or occasioned or allegedly caused or occasioned, in whole or in part, by reason of or arising out of the construction, excavation, operation or maintenance of the buried cable permitted by this resolution. However, Applicant shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the sole negligence of the City. The duty of Applicant to defend and save harmless and indemnify the City shall extend to the officers, employees, elected officials, and agents of the City to the extent the City is obligated to defend, save harmless and indemnify by law.
- The applicant agrees to abide by the Supplemental Conditions (if Applicable) written below:
 Supplemental Permit Conditions (attach additional sheets as required): Meeting Required for traffic control, additional drawings with vault locations shown in greater detail, and any intended closures of public Parks.

This completed, signed and approved permit must be present at the project site while work is underway. Failure to produce this permit when requested can and will result in compulsory work stoppages.

AB
Applicant's Initials

Also: Corridor is very full of utilities. Be aware of multiple storm sewers you will be crossing and running parallel to. You will need to pothole various locations to verify the sewer depths, ~~and~~ as the entire lengths are not always marked in the field.

PERMITS BOARD - 505.061.0100 - www.ci.siouxcity.io

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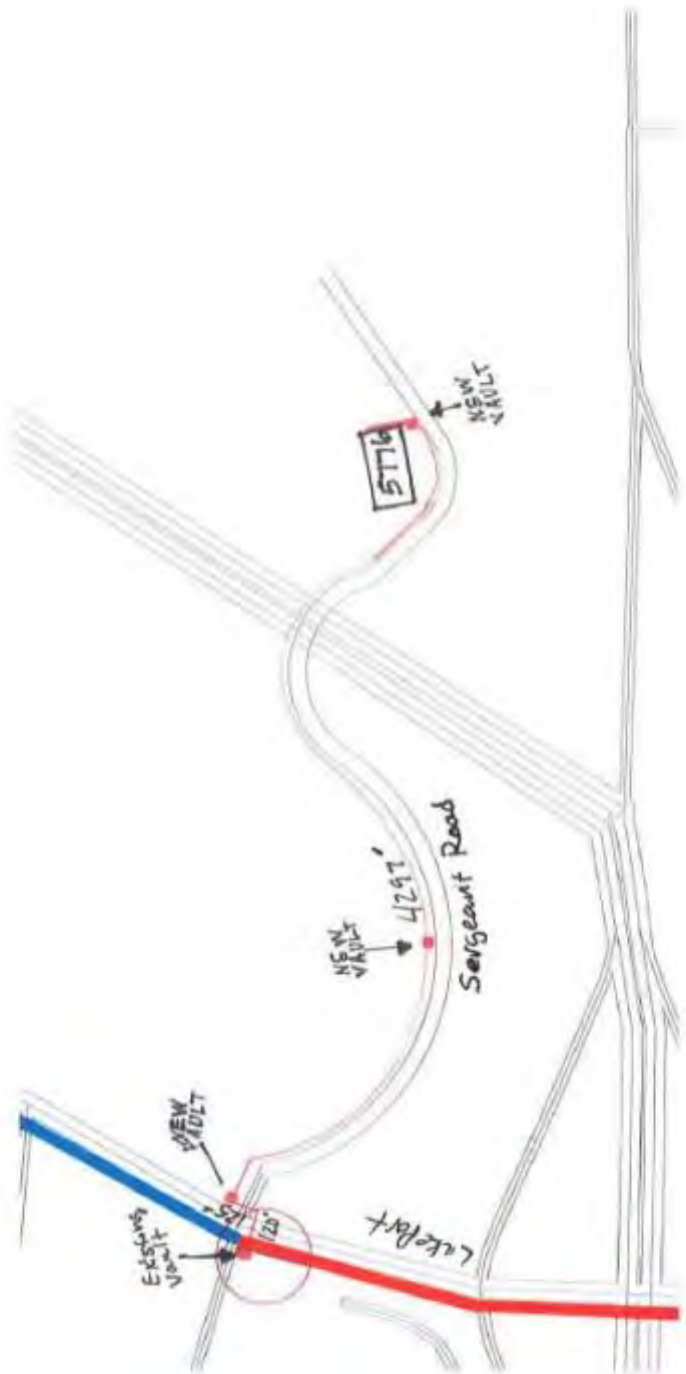
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Google earth
feet
meters
2000
700



Google earth

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Bond No. 600015431

BLANKET PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Clarify Telecom, LLC dba
Vnet Broadband as Principal (hereinafter called "Principal") and
AT&T World Service, Inc. as Surety are held and firmly bound unto the City of Sioux City, Iowa, as
Obligee, (hereinafter called "Jurisdiction") and to all persons who may be injured by any breach of any condition of
this Bond in the total aggregate penal sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United
States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives
and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Principal, following application for a license to
pull permits for Fiber/Utility Installation & Maintenance work from the Jurisdiction, intends to enter onto property of
the Jurisdiction to perform utility work, including, but not limited to new installation of utilities or service/maintenance
of existing utilities

It is expressly understood and agreed by the Principal and Surety in this bond that the following provisions are a
part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Permit Documents, reference made a part hereof, for the permitted work, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Principal's default or failure to perform as required. The Principal shall also be responsible for the default or failure to perform as required under the Permit and Permit Documents by all subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the permitted work.
2. **PAYMENT:** The Principal and the Surety on this Bond hereby agree to pay all just claims submitted by person, firms, subcontractors, and corporations furnishing materials for or performing labor under the Permit on account of which this Bond is given.
3. **MAINTENANCE:** The Principal and the Surety on this Bond shall, for a two year period and at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Permit.
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section. Including but not limited to claims for all amounts due for any damage, personal or property, caused by the Principal, its contractors, subcontractors, agents or employees in the course of any work performed under the Permit or any work performed on the property of the Jurisdiction.

Principal's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time of such work was accepted.

It is intended that Principal and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Principal's failure to perform as required in the Permits and Permit Documents, that all agreements and promises set forth in the Permits and Permit Documents and in this Bond will be fulfilled, and that

the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Permits been complied with in the first instance as required.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Woodbury County District Court, State of Iowa.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Permits and Permit Documents, and in this Bond, then this obligations shall be null and void, otherwise it shall remain in full force and effect/during the period for which any fiber/utility installation by such Principal shall have been guaranteed by the Principal, and specifications under which the same were construed.

When a work item or phrase is issued in this Bond, it shall be interpreted or construed first as defined in this Bond, the Permits or Permit Documents; second, if not defined in the Bond, Permits or Permit Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common usage.

This bond may be terminated by the Surety by the giving of (30) days written notice to the City of Sioux City provided, however, that in the event of such termination, the Surety shall be relieved of liability hereunder only with respect to breaches of Condition occurring on or after the effective date of such termination. The Surety's obligation under this bond shall not exceed 100% of the penal sum of this bond.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Permit and Permit Documents are hereby made a part of this Bond.

Dated this 15th day of May, 2015

SURETY:

Atlantic Specialty Insurance Company
Surety Company

By: 
Signature Attorney-in-Fact/Officer

Eamon T. Long
Name of Attorney-in-Fact/Officer

Alliant Insurance Services, Inc.
Company Name

222 Bloomington Road
Company Address

White Plains, NY 10605
City, State, Zip Code

914-220-5826
Company Telephone Number

PRINCIPAL:

Clarity Telecom, LLC dba Vast Broadband ✓

Name: J. Keith Davidson

By: 
Signature

J. Keith Davidson
Name (Print/Type)

CEO
Title

104 E. Center, Ste 201
Address

SIKESTON MO 63801
City, State, Zip Code

573-481-2265
Telephone Number

Note: All Signatures on this bond must be original signatures in ink; copies of facsimile of any signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minneapolis, Minnesota, does hereby constitute and appoint: **Eamonn T. Long, Brenda J. Patterson**, each individually if they be worse than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto, and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and in affix the Company seal thereto, and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instruments executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal when so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNINGEN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the seal and the signature as said officer were duly affixed and



Lesha V.S. Beeks
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed: Date: 15 day of MAY 2015

This Power of Attorney expires
October 1, 2017



James G. Joran
James G. Joran, Assistant Secretary

RIDER

To be attached to and form a part of Bond No. 800015431

On behalf of Clarity Telecom, LLC dba Vast Broadband

In favor of the City of Sioux City, Iowa

dated the 15th day of May 2015

It is agreed that:

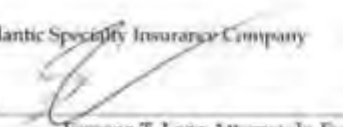
the date of said bond shall be changed to August 17, 2015

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

Signed, sealed and dated this 13th day of August 2015.

Atlantic Specialty Insurance Company

By


Eamonn T. Long Attorney-In-Fact





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Manhattan, Minnesota, does hereby constitute and appoint **Kamron T. Long, Brenda L. Patterson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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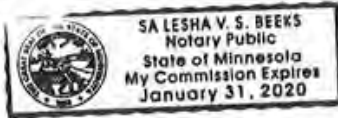
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By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNIPEN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual not officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and



Lesha V. S. Beeks
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed: Date: 13 day of AUGUST, 2015

This Power of Attorney expires
October 1, 2017



James D. Jordan
James D. Jordan, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
8/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mitchell Insurance 901 N. Main P.O. Box 10 Sikeston MO 63801	CONTACT NAME: Rose Medlock PHONE (In. Ex. Int.): (573) 471-0538 FAX (In. Ex. Int.): (573) 471-9734 E-MAIL ADDRESS: rmedlock@mitchellinsinc.com														
INSURED Clarity Telecom Holdings, LLC And Clarity Telecom, LLC DBA Vast Broadband 104 E Center St Sikeston MO 63801	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Insurance</td> <td>36161</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Insurance	36161	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL1491706430 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VER. LITE	TYPE OF INSURANCE	ADD. BODY INSD. CODE	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR SOFT AGGREGATE LIMIT (REQUEST PER POLICY) <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> OCC.		630-98358932	9/30/2014	9/30/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Commercial) \$ 1,000,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & AUTO LIABILITY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AIR AUTO <input checked="" type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NONOWNED AUTO <input type="checkbox"/> TRENCH AUTO		810-98320398	9/30/2014	9/30/2015	UNLIMITED STATE LIMIT LIABILITY BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 5,000 Medical payments \$ 15,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> PER <input type="checkbox"/> OCCURRENCE		23P-09977040	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROGRAMS/PARTICIPANTS/EXCLUSIVE OR PROGRAMMER EXCLUDED? (Mandatory in IA) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		IN-09-9852860-D-14	9/30/2014	9/30/2015	E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Network & Information Security Liab & Tech E&O		SPL-61M10100-14-13	09/30/2014	09/30/2015	Each Occurrence Act 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Sioux City is also listed as Additional Insured in respect to General Liability and Auto Liability:

CERTIFICATE HOLDER City of Sioux City PO Box 447 Sioux City, IA 51102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Elizabeth Johnson/RFM
---	--

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6L

FROM: Glenn Ellis, City Engineer

SUBJECT: Resolution approving Addendum No. 2008-P-191J to Agreement No. 2008-P-191 with the Iowa Department of Transportation for Additional Design Efforts in connection with Segment 2 of the I-29 Reconstruction Project.

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council approve Addendum No. 2008-P-191J to Agreement No. 2008-P-191 for additional design efforts in connection with the Iowa Department of Transportation's I-29 Reconstruction Project.

DISCUSSION:

The City has previously approved Iowa Department of Transportation agreements in connection with the I-29 Reconstruction Project including Pre-Design No. 2008-P-191 on April 13, 2009, pursuant to Resolution No. 2009-0336, for predesign of I-29 Segment 2. Said Pre-Design Agreement No. 2008-P-191 was subsequently amended as follows:

1. Addendum No. 2008-P-191A on August 15, 2011, pursuant to Resolution No. 2011-0609;
2. Addendum No. 2008-P-191B on October 8, 2012, pursuant to Resolution No. 2012-0698;
3. Addendum No. 2008-P-191C and Addendum No. 2008-P-191D on February 11, 2013, pursuant to Resolution No. 2013-0108;
4. Addendum No. 2008-P-191E and Addendum No. 2008-P-191F on April 21, 2014, pursuant to Resolution No. 2014-0240;
5. Addendum No. 2008-P-191G on June 16, 2014, pursuant to Resolution No. 2014-0393;
6. Addendum No. 2008-P-191H on March 23, 2015, pursuant to Resolution No. 2015-0194; and
7. Addendum No. 2008-P-191I on May 4, 2015, pursuant to Resolution No. 2015-0332.

The Iowa Department of Transportation desires to further amend Pre-Design Agreement No. 2008-P-191 as follows:

Addendum No. 2008-P-191J is for the additional design beyond what was contracted previously under Agreement No. 2008-P-191. The additional design efforts involved in this Addendum shall include the following components:

- Additional waterline replacement along Floyd Boulevard
- Revised drainage design to incorporate new NOAA Atlas 14 rainfall intensities
- Additional design effort for the design and staged construction of the Larsen Park Road (258) project

This addendum includes the City's reimbursement to the Iowa Department of Transportation in an estimated amount of \$49,072.00. The overall design amount for this work is \$49,072.00, of which the City is responsible for 100%. The City's reimbursement will be made annually for the amount invoiced each year.

FINANCIAL IMPACT:

This project is funded using Iowa Department of Transportation Loan in CIP 719-213 "I-29 Utility Master Project". The current available appropriation is \$32,447,719.23.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

Deny and/or deferral could result in a potential progress disruption to all associated projects.

ATTACHMENTS:

Resolution
Addendum No. 2008-P-191J (**Hard Copies**)

RESOLUTION NO. 2015-_____
with attachments

RESOLUTION APPROVING ADDENDUM NO. 2008-P-191J TO AGREEMENT NO. 2008-P-191 WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL DESIGN EFFORTS IN CONNECTION WITH SEGMENT 2 OF THE I-29 RECONSTRUCTION PROJECT.

WHEREAS, on April 13, 2009, pursuant to Resolution No. 2009-0336, the City of Sioux City and the Iowa Department of Transportation entered into Pre-Design Agreement No. 2008-P-191 for the sanitary sewer locations along Segment 2 of the I-29 Reconstruction Project; and

WHEREAS, on August 15, 2011, pursuant to Resolution No. 2011-0609, the City of Sioux City approved Addendum No. 2008-P-191A to Pre-Design Agreement No. 2008-P-191 that added street lighting to the design; and

WHEREAS, on October 8, 2012, pursuant to Resolution No. 2012-0698, the City of Sioux City approved Addendum No. 2008-P-191B to Pre-Design Agreement No. 2008-P-191 that included construction phase design assistance for the sanitary sewer work from the Perry Creek Lift Station to Myrtle Street and sanitary work associated with the South Lafayette Street Improvements; and

WHEREAS, on February 11, 2013, pursuant to Resolution No. 2013-0108, the City of Sioux City approved Addendum No. 2008-P-191C to include lighting on Gordon Drive and Virginia Street and Addendum No. 2008-P-191D to include the Hamilton Boulevard Drainage Outfall Improvement; and

WHEREAS, on April 21, 2014, pursuant to Resolution No. 2014-0240, the City of Sioux City approved Addendum No. 2008-P-191E to include additional utility design and Addendum No. 2008-P-191F to include additional roadway lighting on Gordon Drive and lighting layouts for the Tyson Event Center; and

WHEREAS, on June 16, 2014, pursuant to Resolution No. 2014-0393, the City of Sioux City approved Addendum No. 2008-P-191G to include construction phase design assistance; and

WHEREAS, on March 23, 2015, pursuant to Resolution No. 2015-0194, the City of Sioux City approved Addendum No. 2008-P-191H to include additional design and construction coordination efforts; and

WHEREAS, on May 4, 2015, pursuant to Resolution No. 2015-0332, the City of Sioux City approved Addendum No. 2008-P-191I to include final design of the Hamilton Drainage Outfall System and Pond/Channel System Restoration project; and

WHEREAS, the Iowa Department of Transportation proposes that such Agreement No. 2008-P-191 be further amended to include additional design efforts as outlined in Addendum No. 2008-P-191J; and

WHEREAS, there is attached hereto and by this reference made a part hereof, Addendum No. 2008-P-191J to Pre-Design Agreement No. 2008-P-191, which Addendum No. 2008-P-191J should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that Addendum No. 2008-P-191J to Pre-Design Agreement No. 2008-P-191 between the City of Sioux City and Iowa Department of Transportation, as referred to in the preamble hereof, be and the same are hereby approved as to form and content.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized and directed to execute said Addendum No. 2008-P-191J to Pre-Design Agreement No. 2008-P-191 for and on behalf of the City.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 6M

FROM: Chris Myres, Economic Development Specialist

SUBJECT: **Resolution authorizing and approving a Development Agreement with Handy, L.C. in association with the FedEx Freight Expansion Project (2225 Murray Street)**

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests the City Council approve the proposed resolution.

DISCUSSION:

Project Details

FedEx Freight is located at 2225 Murray Street in the Bridgeport Industrial Park. The company leases its current space from Handy L.C. (Larry Book). Please Note: this project is different from the FedEx Ground building on Al Haynes Drive which you may have seen is currently undergoing a large expansion.

Mr. Book has completed negotiations with FedEx Freight on a large expansion of the existing facility. The expansion would add 2,200 square feet in office space, 7,000 square feet to the warehouse and a total of 24 new truck bays. The size of the building coupled with the amount of new paving for truck parking requires nearly the entire site to be paved. This has caused significant challenges with storm water drainage, increasing site work costs to resolve the issue.

Total investment in the project will exceed \$2.7 million. New jobs will be added, however FedEx Freight has not disclosed the number or wages to be paid. It is very likely that most jobs will be drivers and will be hired as contractors. FedEx Freight's goal with this project is to establish a regional hub in Sioux City.

Proposed Assistance

FedEx Freight has established a lease rate it is willing to pay and a minimum size for the expansion. Mr. Book has requested City assistance to help make the overall financing of the project fit within his tenant's parameters.

To assist with the project, staff proposes to rebate taxes for five years. Based on a minimum assessment of \$2.4 million, approximately \$412,000 would be rebated over the five-year term

of the agreement. Thereafter, the project will generate approximately \$82,000 per year in property taxes.

Proposal

As a part of the proposed agreement Handy, L.C. will:

- Construct the expansion of the existing FedEx Freight facility in the Bridgeport Industrial Park.
- Agree to a minimum assessment of \$2.4 million in new taxable value

As a part of the proposed agreement the City will agree to:

- Provide five years of property tax abatements to the project. The tax credits will not exceed \$412,000.

FINANCIAL IMPACT:

Following the tax credit period, the project will generate an additional approximately \$82,000 in taxes per year.

RELATIONSHIP TO STRATEGIC PLAN:

A part of the Economic Opportunities Vision: *We will work with current businesses to create job growth and aggressively seek out opportunities to attract new economic growth.*

ALTERNATIVES:

None recommended

ATTACHMENTS:

Resolution

Hard Copy: Development Agreement

RESOLUTION NO. 2015-_____
with attachments

RESOLUTION AUTHORIZING AND APPROVING A DEVELOPMENT
AGREEMENT WITH HANDY, L.C. IN ASSOCIATION WITH THE FEDEX
FREIGHT EXPANSION PROJECT (2225 MURRAY STREET)

WHEREAS, Handy, L.C. proposes to construct a substantial expansion to the existing FedEx Freight facility located in the Bridgeport Industrial Park; and

WHEREAS, Handy, L.C. has negotiated a lease commitment with FedEx Freight to expand its Sioux City operations in the expanded facility; and

WHEREAS, Handy, L.C. has requested property tax rebates to assist with the project and help secure this investment in Sioux City; and

WHEREAS, the City Council believes that it is in the public interest to provide said property tax rebates; and

WHEREAS, there is attached hereto and by this reference made a part hereof, a Development Agreement by and between the City of Sioux City and Handy, L.C. setting forth the rights and responsibilities of the parties, which Development Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Development Agreement between the City of Sioux City and Handy, L.C., as referred to in the preamble hereof, be and the same is hereby approved as to form and content.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized and directed to execute said Development Agreement with Handy, L.C. for and on behalf of the City.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 7A

FROM: Glenn Ellis, City Engineer

SUBJECT: Resolution accepting the work and authorizing final payment to Concrete Specialty, Inc. for the South Fairmount Street Reconstruction from south of Dodge Avenue to north of Leech Avenue Project (Project No. 6646-719-133).

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council approve the resolution accepting the work and authorizing final payment in the amount of \$0.00 now and \$46,394.62 in 30 days to Concrete Specialty, Inc. for the South Fairmount Street Reconstruction from south of Dodge Avenue to north of Leech Avenue Project (Project No. 6646-719-133).

DISCUSSION:

A contract was approved with Concrete Specialty, Inc. of South Sioux City, Nebraska on April 14, 2014 under Resolution No. 2014-0202 for a contract amount of \$1,161,964.05. The work has been completed and approved by City staff.

This project involved the complete reconstruction of South Fairmount Street between Dodge Avenue and Leech Avenue.

Below is a summary of the project:

Original Contract Amount: \$1,161,964.05

Change Order No. 1 Summary: \$23,195.00

This change order covered additional costs associated with additional reinforcement needed in the concrete paving that was not specified clearly in the specifications. Additional storm sewer work was required to connect the storm sewer system from Community Action Agency to the City's storm sewer system. The storm sewer system was not known until the project was underway. Additionally, two storm sewer intakes were staked incorrectly, which required their removal and replacement. An additional 15 days were added to the contract completion date.

Change Order No. 2 Summary: -\$32,266.77

The final quantity adjustment takes into account the actual quantities for items of work that varied from what was included in the original bid.

Liquidate Damages: -\$11,250.00

This project was not completed within the required timeframe. The contract completion date, after Change Order No. 1, was November 16, 2014, but the punch list work was not completed until June 2015. The contract documents state that for every day beyond the contract completion date, liquidated damages in the amount of \$750 per day will be assessed. The time for the completion of the punch list work was evaluated, and it was determined that 15 days would be assessed for liquidated damages.

Final Construction Cost: \$1,141,642.28

The final construction cost for this project is \$1,141,642.28 which is 1.75% below the original contract amount.

FINANCIAL IMPACT:

This project is funded using GO bonds, water funds, sewer funds, and sales tax infrastructure funds under CIP 719-133, Annual Infrastructure Reconstruction. The project currently has an available balance of \$8,179,427.15.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

Council can choose not to accept the work and staff will go back to the contractor to discuss any issues.

ATTACHMENTS:

Resolution
Final Payment Application
Consent to Liquid Damages

RESOLUTION NO. 2015 - _____

with attachments

RESOLUTION ACCEPTING THE WORK AND AUTHORIZING FINAL PAYMENT TO CONCRETE SPECIALTY, INC. FOR THE SOUTH FAIRMOUNT STREET RECONSTRUCTION FROM SOUTH OF DODGE AVENUE TO NORTH OF LEECH AVENUE PROJECT (PROJECT NO. 6646-719-133).

WHEREAS, on April 14, 2014, Sioux City, Iowa entered into a contract with Concrete Specialty, Inc. of South Sioux City, Nebraska for the South Fairmount Street Reconstruction from south of Dodge Avenue to north of Leech Avenue Project within the City as therein described; and

WHEREAS, the contractor completed the project after the required completion date and is subject to liquidated damages in the amount of \$11,250.00; and

WHEREAS, said contractor has satisfactorily completed the construction of the project in accordance with the terms and conditions of said contract and the plans and specifications as shown by the engineer's report filed with the City Clerk on August 24, 2015, and attached hereto and made a part hereof; and

WHEREAS, in accordance with the terms of the contract, the contractor is entitled to final payment, providing no liens have been filed against the work.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

- A. The said report of the engineer, be, and the same is hereby approved and adopted and the project is hereby approved and accepted as having been fully completed in accordance with the said plans and specifications and contract and the total project cost of the project under said contract is hereby determined to be \$1,141,642.28 as shown in said report of the engineer.
- B. The City Council finds that the contractor completed the project 15 days late and that there should be assessed liquidated damages pursuant to the terms of the contract. The City Council finds that late completion caused additional time and effort by City staff in supervising this project; and that late completion caused intended inconvenience, time, and expense to the motoring public. Therefore, the City Council finds that liquidated damages in the amount of \$11,250.00 should be assessed to the contractor for late completion of the project.
- C. The Director of Finance be, and she is hereby authorized and directed to issue a check in the amount of \$0.00 now and in the amount of \$46,394.62 in thirty days provided there are no liens or claims against retainage on file, payable from the appropriate fund in favor of Concrete Specialty, Inc. for the construction of the project.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



451 SW 5th | P.O. Box 447 | Sioux City, IA 51103

Project: South Fairmount Reconstruction Project

Contractor: Concrete Specialty, Inc.
PO Box 189
South Sioux City, NE 68778

CERTIFICATE OF PAYMENT NO. 7 (Final)

Date of Issuance: 8/24/2015

Project No. 719133
Contract No. 58292

IDOT No. N/A

DETAILED ESTIMATE			
Description	Quantities	Unit Prices	Total Cost
See Attached Pay request number for construction period: 7/1/2015 - 7/31/2015			

Value of Work Completed this Estimate: \$0.00

Original Contract Cost:	\$1,191,964.00
Approved Change Orders:	
No. 1	\$25,195.00
No. 2	\$32,268.77
Liquidated Damages	\$11,250.00
No.	\$0.00
No.	\$0.00
Total Contract Cost:	\$1,141,642.28

Total Value of Completed Work	\$1,141,642.28
Less Total Retainage (5%) (Excludes Liquidated Damages)	\$57,084.62
Total Net Amount Due	\$1,084,557.66

Less: Estimates previously approved:

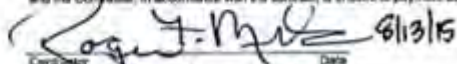
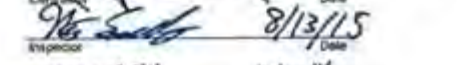
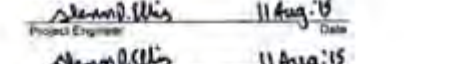

	Cashout	Release
No. 1	\$ 205,520.00	\$ 10,818.85
No. 2	\$ 30,612.66	\$ 3,196.14
No. 3	\$ 143,270.00	\$ 7,541.00
No. 4	\$ 428,548.13	\$ 22,555.17
No. 5	\$ 170,455.37	\$ 9,971.25
No. 6	\$ 98,834.45	\$ 5,570.23

Total Previous Payments: \$1,095,247.00

Value of Work Completed this Estimate:	\$0.00
Retainage held this estimate:	\$0.00
NET AMOUNT DUE THIS ESTIMATE:	\$0.00

Total retainage to be released in 30 days, after liquidated damages are assessed (\$57,084.62 - \$11,250.00): \$45,834.62

The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

 8/13/15
 Contractor
 8/13/15
 Inspector
 11 Aug. 15
 Project Engineer
 11 Aug. 15
 City Engineer

cc: Contractor
Engineering
Finance
City's Office

Project Name: S. Fairmount Street Reconstruction - From South of Dodge Avenue to North of Leech Avenue
 IDOT Project Number:
 Sioux City Project Number: 6646-719-133
 Contractor: Concrete Specialty

LINE NO.	ITEM NUMBER / ITEM DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	CONTRACT PRICE	QUANTITIES COMPLETED TO DATE	TOTAL AMOUNT COMPLETED	TOTAL PREV. PAYMENTS	TOTAL DUE THIS INVOICE
1	Mobilization	L.S.	1	88,000.00	\$ 88,000.00	1.00	\$ 88,000.00	\$ 88,000.00	\$ -
2	Traffic control	L.S.	1	7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ 7,500.00	\$ -
3	Trash pick-up	L.S.	1	2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00	\$ -
4	Temporary community mailboxes	L.S.	1	1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00	\$ -
5	Remove, salvage and reinstall mailboxes	Ea.	9	100.00	\$ 900.00	9.00	\$ 900.00	\$ 900.00	\$ -
6	Temporary mulch path	L.F.	1,500	3.00	\$ 4,500.00	0.00	\$ -	\$ -	\$ -
7	Saw cut stress/relief paving	L.F.	472	8.00	\$ 3,776.00	473.10	\$ 3,784.80	\$ 3,784.80	\$ -
8	Sawcut, sidewalk pavement	L.F.	389	8.00	\$ 3,112.00	312.10	\$ 2,496.80	\$ 2,496.80	\$ -
9	Pavement removal, sidewalk	S.F.	12,599	1.00	\$ 12,599.00	13,188.30	\$ 13,188.30	\$ 13,188.30	\$ -
10	Pavement removal, street/relief	S.Y.	6,802	6.00	\$ 40,812.00	6,829.90	\$ 40,979.40	\$ 40,979.40	\$ -
11	Break-up/Remove ex. concrete footing and replace with suitable brickfill	C.Y.	20	50.00	\$ 1,000.00	0.00	\$ -	\$ -	\$ -
12	Clear and grub trees, 6" - 24"	Ea.	13	1,000.00	\$ 13,000.00	11.00	\$ 11,000.00	\$ 11,000.00	\$ -
13	Clear and grub trees, >24"	Ea.	2	2,000.00	\$ 4,000.00	4.00	\$ 8,000.00	\$ 8,000.00	\$ -
14	Backfill alleyway, 18lbs/hr	L.S.	1	3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00	\$ -
15	Remove retaining wall	L.S.	1	500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00	\$ -
16	Remove sanitary manhole	Ea.	4	500.00	\$ 2,000.00	4.00	\$ 2,000.00	\$ 2,000.00	\$ -
17	Remove storm manhole	Ea.	3	400.00	\$ 1,200.00	3.00	\$ 1,200.00	\$ 1,200.00	\$ -
18	Remove storm intake	Ea.	15	300.00	\$ 4,500.00	15.00	\$ 4,500.00	\$ 4,500.00	\$ -
19	Remove sanitary man	L.F.	1,510	2.00	\$ 3,020.00	1,498.50	\$ 2,997.00	\$ 2,997.00	\$ -
20	Remove storm sewer, <30" diameter	L.F.	1,030	12.00	\$ 12,360.00	1,441.00	\$ 17,292.00	\$ 17,292.00	\$ -
21	Remove storm sewer, 230" diameter	L.F.	455	18.00	\$ 8,190.00	44.00	\$ 792.00	\$ 792.00	\$ -
22	Remove fire hydrant assembly	Ea.	4	300.00	\$ 1,200.00	4.00	\$ 1,200.00	\$ 1,200.00	\$ -
23	Fill abandoned utility with flowable mortar	C.Y.	5	135.00	\$ 675.00	0.00	\$ -	\$ -	\$ -
24	Sanitary manhole, type SW-301 base, ring and cover	Ea.	5	1,200.00	\$ 6,000.00	5.00	\$ 6,000.00	\$ 6,000.00	\$ -
25	Sanitary manhole, type SW-301, 48"	V.F.	61.74	255.00	\$ 15,743.70	65.00	\$ 16,575.00	\$ 16,575.00	\$ -
26	Sanitary manhole, type SW-303 base	Ea.	2	930.00	\$ 1,860.00	2.00	\$ 1,860.00	\$ 1,860.00	\$ -
27	Sanitary manhole, type SW-303 ring and cover	Ea.	2	1,860.00	\$ 3,720.00	2.00	\$ 3,720.00	\$ 3,720.00	\$ -
28	Sanitary manhole, type SW-303, 48"	V.F.	23.53	255.00	\$ 5,999.15	22.70	\$ 5,788.50	\$ 5,788.50	\$ -
29	12" VCP sanitary sewer main	L.F.	110.50	55.00	\$ 6,077.50	103.90	\$ 5,714.50	\$ 5,714.50	\$ -
30	8" VCP sanitary sewer main	L.F.	1,401.0	42.00	\$ 58,842.00	1,357.50	\$ 57,015.00	\$ 57,015.00	\$ -
31	6" VCP sanitary sewer service	L.F.	687.0	40.00	\$ 27,480.00	564.50	\$ 22,580.00	\$ 22,580.00	\$ -
32	Sanitary sewer wye, 8"x8" VCP	Ea.	26.0	230.00	\$ 5,980.00	27.00	\$ 6,210.00	\$ 6,210.00	\$ -
33	Sanitary sewer wye, 12"x6" VCP	Ea.	1.0	415.00	\$ 415.00	1.00	\$ 415.00	\$ 415.00	\$ -
34	Furnish and install 8" sanitary outside drop	V.F.	2.86	700.00	\$ 2,002.00	2.86	\$ 2,002.00	\$ 2,002.00	\$ -
35	Temporary connect to existing sanitary sewer, stage limits	Ea.	4	500.00	\$ 2,000.00	1.00	\$ 500.00	\$ 500.00	\$ -
36	Connect to existing sanitary sewer	Ea.	24	200.00	\$ 4,800.00	4.00	\$ 2,300.00	\$ 2,300.00	\$ -
37	Furnish and install temporary water service	Ea.	1	450.00	\$ 450.00	1.00	\$ 450.00	\$ 450.00	\$ -
38	Cut, cap and block 8" water main	Ea.	10	900.00	\$ 9,000.00	8.00	\$ 7,200.00	\$ 7,200.00	\$ -
39	Connect to existing water main, less than 16"	Ea.	2	1,700.00	\$ 3,400.00	2.00	\$ 3,400.00	\$ 3,400.00	\$ -
40	Connect to existing water main, 16"	L.F.	13	50.00	\$ 650.00	9.00	\$ 450.00	\$ 450.00	\$ -
41	Water main, trenched, DIP, 4" white gaskets, stage 1 (install only)	L.F.	19	50.00	\$ 950.00	43.40	\$ 2,170.00	\$ 2,170.00	\$ -
42	Water main, trenched, DIP, 6" (install only)	L.F.	19	50.00	\$ 950.00	43.40	\$ 2,170.00	\$ 2,170.00	\$ -

43	Water main, bunched, DIP, 8", stage 2 (install only)	L.F.	992	20.00	19,840.00	975.40	19,506.00	19,506.00	19,506.00	-
44	Water main, bunched, DIP, 8" whitelite gaskets, stage 1 (install only)	L.F.	95	25.00	2,375.00	86.30	2,157.50	2,157.50	2,157.50	-
45	Water main, bunched, DIP, 12" whitelite gaskets (install only)	L.F.	382	20.00	7,240.00	366.50	7,330.00	7,330.00	7,330.00	-
46	Water main, bunched, DIP restrained joint, 12" whitelite gaskets (install only)	L.F.	120	25.00	3,000.00	120.50	3,237.50	3,237.50	3,237.50	-
47	Water main, bunched, DIP, 12", Dodge Ave. (install only)	L.F.	116	25.00	2,900.00	114.70	2,867.50	2,867.50	2,867.50	-
48	Water main, bunched, DIP restrained joint, 16" (install only)	L.F.	162	30.00	4,860.00	154.20	4,626.00	4,626.00	4,626.00	-
49	Fire hydrant assembly	Ea.	4	3,600.00	15,200.00	4.00	15,200.00	15,200.00	15,200.00	-
50	Fire hydrant extension, 6"	Ea.	1	400.00	400.00	0.00	-	-	-	-
51	Fire hydrant extension, 12"	Ea.	1	450.00	450.00	1.00	450.00	450.00	450.00	-
52	Fitting, DIP tee, 12"x12"x6"	Ea.	2	700.00	1,400.00	1.00	700.00	700.00	700.00	-
53	Fitting, DIP tee, 12"x12"x4"	Ea.	1	700.00	700.00	1.00	700.00	700.00	700.00	-
54	Fitting, DIP tee, 8"x8"x8"	Ea.	2	520.00	1,040.00	2.00	1,040.00	1,040.00	1,040.00	-
55	Fitting, DIP tee, 8"x8"x6"	Ea.	5	475.00	2,375.00	6.00	2,850.00	2,850.00	2,850.00	-
56	Fitting, DIP tee, 8"x8"x4"	Ea.	1	500.00	500.00	0.00	-	-	-	-
57	Fitting, DIP tee, 6"x6"x6"	Ea.	3	435.00	1,305.00	3.00	1,305.00	1,305.00	1,305.00	-
58	Fitting, DIP tee, 12"x12"x12"	Ea.	6	675.00	5,400.00	8.00	5,400.00	5,400.00	5,400.00	-
59	Fitting, DIP tee, 16"x16"x16"	Ea.	4	1,600.00	6,400.00	4.00	6,400.00	6,400.00	6,400.00	-
60	Fitting, DIP cross, 8"x8"	Ea.	1	630.00	630.00	1.00	630.00	630.00	630.00	-
61	Fitting, DIP cross, 12"x8"	Ea.	1	775.00	775.00	1.00	775.00	775.00	775.00	-
62	Fitting, DIP cross, 12"x12"	Ea.	1	1,025.00	1,025.00	1.00	1,025.00	1,025.00	1,025.00	-
63	Fitting, DIP cross, 16"x12"	Ea.	1	2,250.00	2,250.00	1.00	2,250.00	2,250.00	2,250.00	-
64	Fitting, DIP reducer, 12"x8"	Ea.	2	375.00	750.00	2.00	750.00	750.00	750.00	-
65	Fitting, DIP reducer, 12"x10"	Ea.	2	500.00	1,000.00	2.00	1,000.00	1,000.00	1,000.00	-
66	Fitting, MJ cap, 6" and block end	Ea.	3	350.00	1,050.00	3.00	1,050.00	1,050.00	1,050.00	-
67	Fitting, MJ cap, 8" and block end	Ea.	5	310.00	1,550.00	5.00	1,550.00	1,550.00	1,550.00	-
68	Fitting, MJ cap, 12" and block end	Ea.	8	400.00	3,200.00	8.00	3,200.00	3,200.00	3,200.00	-
69	Fitting, MJ cap, 16" and block end	Ea.	4	850.00	3,400.00	4.00	3,400.00	3,400.00	3,400.00	-
70	Temporary blow off, 16" main	Ea.	6	1,000.00	8,000.00	0.00	1,000.00	1,000.00	1,000.00	-
71	Temporary blow off, 16" main	Ea.	2	1,000.00	2,000.00	0.00	-	-	-	-
72	Valve, gate valve/box, 4"	Ea.	2	925.00	1,850.00	1.00	925.00	925.00	925.00	-
73	Valve, gate valve/box, 6"	Ea.	3	1,025.00	3,075.00	3.00	3,075.00	3,075.00	3,075.00	-
74	Valve, gate valve/box, 8"	Ea.	6	1,375.00	8,250.00	6.00	8,250.00	8,250.00	8,250.00	-
75	Valve, gate valve/box, 12"	Ea.	8	2,300.00	18,400.00	8.00	18,400.00	18,400.00	18,400.00	-
76	Valve, butterfly valve/box, 16"	Ea.	2	3,600.00	7,200.00	2.00	7,200.00	7,200.00	7,200.00	-
77	Connect to existing water service line	Ea.	22	125.00	2,750.00	16.00	2,000.00	2,000.00	2,000.00	-
78	1" corporation stop and tap	Ea.	22	150.00	3,300.00	16.00	2,400.00	2,400.00	2,400.00	-
79	Water service, bunched, CU, 1"	L.F.	540	25.00	12,420.00	354.00	8,372.00	8,372.00	8,372.00	-
80	1" curb stop and valve box	Ea.	22	225.00	4,950.00	16.00	3,600.00	3,600.00	3,600.00	-
81	Connect to existing storm sewer	Ea.	1	1,000.00	1,000.00	1.00	1,000.00	1,000.00	1,000.00	-
82	Temporary connect to existing storm sewer, stage limits	Ea.	1	1,500.00	1,500.00	1.00	1,500.00	1,500.00	1,500.00	-
83	riser type, 505	Ea.	7	3,200.00	22,400.00	7.00	22,400.00	22,400.00	22,400.00	-
84	riser type, SW-8	Ea.	3	2,200.00	6,600.00	4.00	6,600.00	6,600.00	6,600.00	-
85	riser type, DW-12	Ea.	2	2,600.00	5,200.00	1.00	2,600.00	2,600.00	2,600.00	-
86	Storm manhole, SW-401, 48", base, ring and cover	Ea.	1	1,700.00	1,700.00	1.00	1,700.00	1,700.00	1,700.00	-
87	Storm manhole, SW-401, 48"	V.F.	10.22	210.00	2,142.20	4.70	987.00	987.00	987.00	-
88	Storm manhole, SW-401, 60", base, ring and cover	Ea.	4	2,000.00	8,000.00	4.00	8,000.00	8,000.00	8,000.00	-
89	Storm manhole, SW-401, 60"	V.F.	36.88	310.00	11,432.80	37.80	11,718.00	11,718.00	11,718.00	-
90	Storm manhole, type SW-403 4'x4'	Ea.	1	4,300.00	4,300.00	1.00	4,300.00	4,300.00	4,300.00	-
91	Storm manhole, type SW-404 4'x4'	Ea.	1	6,700.00	6,700.00	1.00	6,700.00	6,700.00	6,700.00	-
92	Storm manhole, type SW-404 3'x3'	Ea.	1	8,500.00	8,500.00	1.00	8,500.00	8,500.00	8,500.00	-
93	Storm sewer, bunched, class III RCP, 15"	L.F.	286.0	32.00	9,152.00	289.10	9,251.20	9,251.20	9,251.20	-

94	Storm sewer, trenched, class III RCP, 18"	L.F.	402.5	34.00	\$	13,685.00	401.80	\$	13,661.20	\$	13,661.20	\$	-
95	Storm sewer, trenched, class III RCP, 24"	L.F.	376.5	47.00	\$	17,695.50	388.00	\$	18,230.00	\$	18,230.00	\$	-
96	Storm sewer, trenched, class III RCP, 30"	L.F.	59	73.00	\$	4,307.00	45.80	\$	3,343.40	\$	3,343.40	\$	-
97	Storm sewer, trenched, class III RCP, 48"	L.F.	88.50	151.00	\$	13,363.50	91.60	\$	13,831.60	\$	13,831.60	\$	-
98	Construct concrete cradle for storm sewer	Ea	1	800.00	\$	800.00	1.00	\$	800.00	\$	800.00	\$	-
99	Remove trench backfill material	C.Y.	500	8.00	\$	4,000.00	0.00	\$	-	\$	-	\$	-
100	Spalling rock	Ton	100	30.00	\$	3,000.00	0.00	\$	-	\$	-	\$	-
101	Furnish and install trench soils	C.Y.	450	8.00	\$	3,600.00	300.00	\$	2,400.00	\$	2,400.00	\$	-
102	Excavation class 10	C.Y.	1,011	11.00	\$	11,121.00	1011.00	\$	11,121.00	\$	11,121.00	\$	-
103	Subgrade preparation, 12"	S.Y.	6,990	3.00	\$	20,970.00	7152.70	\$	21,458.10	\$	21,458.10	\$	-
104	Remove subgrade soils	C.Y.	500	8.00	\$	4,000.00	875.00	\$	7,000.00	\$	7,000.00	\$	-
105	Subgrade treatment, c-stone subbase	C.Y.	600	35.00	\$	21,000.00	875.00	\$	30,625.00	\$	30,625.00	\$	-
106	Asphalt	Ton	20	180.00	\$	3,600.00	0.00	\$	-	\$	-	\$	-
107	24" #4 bar (30' O.C.)	Ea	139	10.00	\$	1,390.00	135.00	\$	1,350.00	\$	1,350.00	\$	-
108	Pavement, PCC, 6"	S.Y.	6,322	40.00	\$	252,880.00	6385.40	\$	255,816.00	\$	255,816.00	\$	-
109	Driveway, paved, PCC, 6"	S.Y.	526.2	41.00	\$	21,574.20	643.60	\$	26,387.60	\$	26,387.60	\$	-
110	Sidewalk PCC, 4"	S.F.	13,150	5.00	\$	65,750.00	12740.80	\$	63,704.00	\$	63,704.00	\$	-
111	Combined PCC sidewalk with retaining wall, Type A	C.Y.	3.51	600.00	\$	2,103.00	2.33	\$	1,397.00	\$	2,097.00	\$	-
112	Combined PCC sidewalk with retaining wall, Type B	C.Y.	16.31	900.00	\$	14,679.00	18.17	\$	16,353.00	\$	16,353.00	\$	-
113	PVC or composite detectable warning panel	S.F.	301.5	45.00	\$	13,567.50	288.00	\$	12,960.00	\$	12,960.00	\$	-
114	Granular surfacing	Ton	125	30.00	\$	3,750.00	130.00	\$	3,900.00	\$	3,900.00	\$	-
115	Painted pavement markings	Sla	40.18	100.00	\$	4,018.00	37.02	\$	3,702.00	\$	3,702.00	\$	-
116	Painted pavement marking symbols	Ea	10	400.00	\$	4,000.00	8.00	\$	3,200.00	\$	3,200.00	\$	-
117	Saf fence, furnish, install, maintain and remove	L.F.	890	4.00	\$	3,560.00	50.00	\$	200.00	\$	200.00	\$	-
118	Wattles 9", furnish, install, maintain and remove	L.F.	1,270	4.00	\$	5,080.00	100.00	\$	400.00	\$	400.00	\$	-
119	Erosion control	L.S.	1	5,000.00	\$	5,000.00	1.00	\$	5,000.00	\$	5,000.00	\$	-
120	Seeding	SQ	457	47.00	\$	21,479.00	438.54	\$	20,611.38	\$	20,611.38	\$	-
	SUBTOTAL				\$	1,161,964.05		\$	1,129,607.28	\$	1,129,607.28	\$	-
	Change Order #1												
121	Pavement Removal - Additional reinforcement.	S.Y.	1,065	3.00	\$	3,195.00	1065.00	\$	3,195.00	\$	3,195.00	\$	-
122	Storm Sewer - Connect existing to new manhole	L.S.	1	1,750.00	\$	1,750.00	1.00	\$	1,750.00	\$	1,750.00	\$	-
123	New Sanitary Sewer Service	L.S.	1	750.00	\$	750.00	1.00	\$	750.00	\$	750.00	\$	-
124	Community Action Agency Sanitary Sewer	L.S.	1	11,000.00	\$	11,000.00	1.00	\$	11,000.00	\$	11,000.00	\$	-
125	Remove and replace two storm sewer inlets	L.S.	1	6,500.00	\$	6,500.00	1.00	\$	6,500.00	\$	6,500.00	\$	-
	SUBTOTAL				\$	23,195.00		\$	23,195.00	\$	23,195.00	\$	-
	Change Order #2												
	Final Quantity Adjustment	L.S.	1	(32,266.77)	\$	(32,266.77)	0.00	\$	-	\$	-	\$	-
	Landscape Damages	DAY	15	(750.00)	\$	(11,250.00)	15.00	\$	(11,250.00)	\$	(11,250.00)	\$	-
	TOTAL				\$	1,141,642.28		\$	1,141,642.28	\$	1,141,642.28	\$	(11,250.00)
													(562.50)
													AMOUNT DUE \$
													(10,687.50)

Consent to Liquidated Damages

On the 14th day of April, 2014, the undersigned entered into a contract for the construction of the S. Fairmount Reconstruction (Dodge Avenue to Leech Avenue) Project for the City of Sioux City, Iowa (hereinafter, "City"). As a condition of that contract, the undersigned agreed to a liquidated damages clause. The undersigned and the City have agreed that enforcement of said liquidated damages clause is necessary and appropriate.

The undersigned agrees that the amount of liquidated damages is to be Eleven thousand two hundred fifty dollars (\$11,250.00) and that said amount accurately reflects damages incurred by the City as a result of the delays caused in the completion of the work provided for in the above mentioned contract. The undersigned consents and agrees that the total amount so payable by the undersigned as liquidated damages may be deducted from any moneys due and payable to the undersigned by the City in the final invoice.

Dated:

By: Roger T. Miller

Name: Roger Miller

Title: President

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 7B

FROM: Amber Hegarty, Assistant City Attorney

SUBJECT: Resolution approving settlement of a tort claim and authorizing payment (Camarena)

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests the City Council approve settlement of this personal injury claim.

DISCUSSION:

On February 26, 2013, the plaintiff was injured in a motor vehicle accident while a passenger on a city bus. As a result, the plaintiff suffered injuries and incurred medical expenses.

FINANCIAL IMPACT:

Payment will reduce the Tort Fund by \$12,500.00.

RELATIONSHIP TO STRATEGIC PLAN:

N/A

ALTERNATIVES:

Litigation

ATTACHMENTS:

Resolution

RESOLUTION NO. 2015-_____

**RESOLUTION APPROVING SETTLEMENT OF A TORT CLAIM AND
AUTHORIZING PAYMENT (CAMARENA)**

WHEREAS, a claim was filed against the City of Sioux City, Iowa, by Marisela Camarena and her next friend, Anna Camarena resulting from personal injuries received while a passenger on a city bus involved in a motor vehicle accident on February 26, 2013; and

WHEREAS, the City Council has been advised and does believe that it will be in the best interests of the City to approve a settlement on this personal injury claim for the cost of the medical expenses as well as physical and mental pain and suffering.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that said claim for property damage be settled in full and the Director of Finance be and she is hereby authorized and directed to issue a check from the appropriate fund payable to the Robert A. Burnett Jr. Trust Account in the amount of \$12,500.00.

BE IT FURTHER RESOLVED that said check be delivered to the Legal Department and that the City Attorney secure necessary releases and thereafter deliver the check.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 8

FROM: Lisa McCardle, City Clerk
Sarah Swearingen, Deputy City Clerk

SUBJECT: Applications For Beer and Liquor Licenses

- A. CLASS "C" BEER PERMIT**
 - 1. Central Mart, 800 Hamilton Boulevard (Renewal)
 - 2. Kum & Go, 1821 Hamilton Boulevard (Renewal)
 - 3. Laurences Foods, 2020 27th Street (Renewal)
 - 4. Wal-Mart Supercenter, 3400 Singing Hills Boulevard (Renewal)
 - 5. Las Aguilas, 1820 Center Street (Renewal)
 - 6. Kum & Go, 1373 Pierce Street (Renewal)
- B. CLASS "A" LIQUOR LICENSE**
 - 1. Veterans of Foreign Wars, 2126 Court Street (Renewal)
- C. CLASS "C" LIQUOR LICENSE**
 - 1. Corner Pocket, 2425 5th Street (Renewal)
 - 2. Hunan Palace Chinese Restaurant, 3523 Singing Hills Boulevard (Renewal)
 - 3. Doxx, 1219 5th Street (Renewal)
 - 4. Toddy's Tap, 414 20th Street (Renewal)
 - 5. Tyson Events Center/Long Lines Family Center, 3808 Stadium Drive (09/12/15 Temporary Transfer: Musketeers Pre-Season Game)
 - 6. Tyson Events Center/Long Lines Family Center, 3808 Stadium Drive (09/15/15 Temporary Transfer: Musketeers Pre-Season Game)
 - 7. Orpheum Theatre, 520-528 Pierce Street (09/19/15 Temporary Outdoor: Sioux City Symphony 100th Anniversary Event)
- D. CLASS "E" LIQUOR LICENSE**
 - 1. Central Mart, 800 Hamilton Boulevard (Renewal)
 - 2. Kum & Go, 1821 Hamilton Boulevard (Renewal)
 - 3. Wal-Mart Supercenter, 3400 Singing Hills Boulevard (Renewal)
 - 4. Kum & Go, 1373 Pierce Street (Renewal)
- E. SPECIAL CLASS "C" LIQUOR LICENSE**
 - 1. El Fredo Pizza, 523 West 19th Street (Renewal)
 - 2. LAMB Productions Theatre, 417 Market Street (Renewal)
- F. CLASS "B" WINE PERMIT**
 - 1. Central Mart, 800 Hamilton Boulevard (Renewal)
 - 2. Kum & Go, 1821 Hamilton Boulevard (Renewal)
 - 3. Laurences Foods, 2020 27th Street (Renewal)
 - 4. Wal-Mart Supercenter, 3400 Singing Hills Boulevard (Renewal)
 - 5. Kum & Go, 1373 Pierce Street (Renewal)

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests and recommends approval of the above Beer and Liquor Licenses.

DISCUSSION:

Fire Code Inspections were completed; Building, Electrical, Mechanical and Plumbing Inspections were performed; and Zoning Code has been verified for the above applicants, no violations were found unless otherwise noted.

***All Outdoor Events are approved pending final inspections once the event is set up.*

Property tax records were verified and taxes are paid to date; the business utility accounts are also current for all applicants unless otherwise noted.

Police Records for the establishments were reviewed and the Police Department recommends approval for all applicants unless otherwise noted.

FINANCIAL IMPACT:

None.

RELATIONSHIP TO STRATEGIC PLAN:

Health and Safety Vision - We will enhance public health and safety by maximizing the utilization of technology, improved community engagement, and improved communications and facilities.

ALTERNATIVES:

Council may, at their discretion, vote for approval or deny in opposition of the City departments' recommendations.

ATTACHMENTS:

None

**CIVIL SERVICE COMMISSION
REGULAR MEETING
April 17, 2015**

On this date was held a special meeting of the Civil Service Commission at 12:00 p.m. in Room 204, City Hall, 405 Sixth Street, Sioux City, Iowa.

PRESENT	ABSENT	OTHERS
Frank Baron, Chair	Troy Nelson, Member (excused)	Kirsten Wynn, Clerk to the Commission
Sandra Pearson, Member	Bob Hamilton, Member (excused)	Justin Vondrak, Assistant City Attorney
Lisa Peterson, Member	Karen Mackey, Human Rights Director (excused)	Bridey Hayes, Human Resources Director
		Pete Groetken, Council
		Assistant Fire Chief Jim Clark

CLOSED SESSION OF THE CIVIL SERVICE COMMISSION TO EVALUATE THE PROFESSIONAL COMPETENCY OF INDIVIDUALS WHOSE APPOINTMENT, HIRING, PERFORMANCE OR DISCHARGE IS BEING CONSIDERED AND THE INDIVIDUALS HAVE REQUESTED A CLOSED SESSION.

Pearson moved for the Commission to go into Closed Session; Peterson seconded. Baron – aye; Pearson – aye; Peterson – aye.

The Civil Service Commission entered into Closed Session at 12:02 p.m.

Same members present

The Civil Service Commission returned to Open Session at 12:07 p.m.

REVIEW AND ACTION UPON PROPOSED CANDIDATES FOR EMPLOYMENT IN THE FIRE DEPARTMENT.

The Commission was provided copies of all the examining physicians' reports on Candidates' #1 and 2.

Pearson moved to approve the examining physicians' recommendations on Fire Fighter Candidate #1; Peterson seconded. Baron – aye; Pearson – aye; Peterson – aye.

Pearson moved to approve the examining physicians' recommendations on Fire Fighter Candidate #2; Peterson seconded. Baron – aye; Pearson – aye; Peterson – aye.

APPROVAL OF EDUCATION REQUIREMENTS FOR PROMOTIONAL POSITIONS IN THE FIRE DEPARTMENT.

Chief Everett provided a memo to the Commission regarding proposed education requirements to promotional positions. AC Clark advised the Commission that candidates would receive additional points on their final score based on their education. The Police Department has more requirements for Police Officer than Fire Fighter. As employees promote within the Fire Department, there are more requirements. These additional points would be in addition to seniority points. The department believes education is important. Baron asked the position of the union.

AC Clark said the union is not opposed. The number of employees attaining degrees increases every year. The FESHE Module is attached. Baron asked Groetken his thoughts. Groetken indicated he agrees with Clark. Education was always stressed upon in the Police Department. Baron also asked Hayes for her input. She indicated she is supportive; more and more employees have formal education. Education needs to be consistent throughout the organization. It makes a difference when it comes to placement on the certified lists. These requirements wouldn't start until the next Lieutenant list so the department has time to begin. Peterson asked if these requirements would be discussed ahead of time so you could tell an employee if a certain degree would count. Hayes stated there are a lot of different backgrounds and a lot of these areas would be applicable.

Peterson moved to approve the education requirements proposed by Chief Everett; Pearson seconded. Baron – aye; Pearson – aye; Peterson – aye.

GRANT CIVIL SERVICE STATUS TO POSITION OF CHIEF BUILDING INSPECTOR (PROMOTIONAL).

The Inspections Manager and Chief position were combined a few years ago.

Baron (Chair) entertained a motion to grant civil service status to the promotional position of Chief Building Inspector; Pearson seconded. Baron – aye; Pearson – aye; Peterson – aye.

APPROVE TESTING PROCESS FOR POSITION OF CHIEF BUILDING INSPECTOR (PROMOTIONAL).

Hayes advised the Commission there is a minimum of three years' experience as a Commercial Building Inspector under the ICBO. Bullock stated the certification by the Code Council would be in place of a written exam.

The proposed process includes an application/resume review with up to the top twelve candidates advancing to an oral examination. A passing score of 70% on the oral examination with up to the top ten candidates being placed on the certified eligibility list.

Peterson moved to approve the testing process for Chief Building Inspector as stated above; Pearson seconded. Baron – aye; Pearson – aye; Peterson – aye.

GRANT CIVIL SERVICE STATUS TO POSITION OF MANAGERIAL ACCOUNTANT (ENTRANCE).

There has been some reorganization in Finance. This position will not be at the division manager level so it will now fall under civil service.

Peterson moved to grant civil service status to the entrance position of Managerial Accountant; Pearson seconded. Baron – aye; Pearson – aye; Peterson – aye.

APPROVE TESTING PROCESS FOR POSITION OF MANAGERIAL ACCOUNTANT (ENTRANCE).

This position will supervise payroll and accounts payable. Peterson asked if they need to be a CPA. Hayes indicated a CPA could be helpful but a BA degree in Accounting is required.

The proposed process includes an application/resume review with up to the top twelve candidates advancing to an oral examination. A passing score of 70% on the oral examination with up to the top ten candidates being placed on the certified eligibility list.

Peterson moved to approve the testing process for Managerial Accountant as stated above; Pearson seconded. Baron – aye; Pearson – aye; Peterson – aye.

GRANT CIVIL SERVICE STATUS TO POSITION OF LLFRC BUILDING COORDINATOR (ENTRANCE).

Hayes stated this is a new position. In the past the duties of this position were performed by other employees. Parks and Recreation is a newly created department and needs to add a fulltime position to fulfill these duties.

Peterson moved to grant civil service status to the entrance position of LLFRC Building Coordinator, Pearson seconded. Baron – aye; Pearson – aye; Peterson – aye.

APPROVE TESTING PROCESS FOR POSITION OF LLFRC BUILDING COORDINATOR (ENTRANCE).

Hayes stated it would be difficult to develop a written exam for this type of a position.

The proposed process includes an application/resume review with up to the top twelve candidates advancing to an oral examination. A passing score of 70% on the oral examination with up to the top ten candidates being placed on the certified eligibility list.

Peterson moved to approve the testing process for LLFRC Building Coordinator as stated above; Pearson seconded. Baron – aye; Pearson – aye; Peterson – aye.

APPROVE TESTING PROCESS FOR POSITION OF TEC LABOR CREW LEADER (ENTRANCE).

Hayes stated this is not a new position. There is now a vacancy so a testing process needs to be approved.

The proposed process includes an application/resume review with up to the top twelve candidates advancing to an oral examination. A passing score of 70% on the oral examination with up to the top ten candidates being placed on the certified eligibility list.

Peterson moved to approve the testing process for TEC Labor Crew Leader as stated above; Pearson seconded. Baron – aye; Pearson – aye; Peterson – aye.

REVISE THE CIVIL SERVICE COMMISSION RULES & REGULATIONS.

Revise the names of new members.

Peterson moved to approve the revision of the Civil Service Commission Rules and Regulations; Pearson seconded. Baron – aye; Pearson – aye; Peterson – aye.

REVIEW MINUTES OF THE REGULAR MEETINGS OF JANUARY 16 AND FEBRUARY 4 AND SPECIAL MEETING OF FEBRUARY 26, 2015.

Hayes was present at the February 4 meeting. There were no other revisions or corrections.

DISCUSS CIVIL SERVICE COMMISSIONERS PARTICIPATION ON ORAL EXAMINATION PANELS.

Hamilton received a complaint regarding a Commissioner not participating in the oral examinations for the promotional positions. There was much discussion regarding laws, rules and policies of a Commissioner serving on panels. Hayes stated in the past the oral examinations have usually included a Human Resources professional, Civil Service Commissioner and an outside professional. If a Commissioner is not available, a Commissioner would be replaced by another outside professional. The outside professionals are very committed to having a good process. If candidates have concerns, they are always welcome to come before the Commission as these are open meetings. Baron stated if a Commissioner has to serve, it may take longer for certified lists. Are there other alternatives in doing something other than what is being done? Hayes stated there are time frames for lists to be certified under civil service rules. Pearson stated she is available at night. AC Clark indicated he has assisted other Cities so in return they will assist Sioux City in a good quality process.

Defer item to another meeting.

OTHER BUSINESS.

Kathryn A. Pfaffle is being rejected due to falsifying her City application for the position of Engineering Technician II. The candidate failed to disclose a prior conviction.

The Commission was provided with the certified eligibility lists for Secretary, Water Plant Operator, Assistant Fire Chief and Police Lieutenant to be signed.

The meeting was adjourned at 12:44 p.m.

Clerk of Commission

Chairperson

**CIVIL SERVICE COMMISSION
SPECIAL MEETING
June 29, 2015**

On this date was held a special meeting of the Civil Service Commission at 12:00 p.m. in Room 204, City Hall, 405 Sixth Street, Sioux City, Iowa.

PRESENT	ABSENT	OTHERS
Frank Baron, Chair	Sandra Pearson, Member	Justin Vondrak, Assistant City Attorney
Troy Nelson, Member	Karen Mackey, Human Rights Director (excused)	Bridey Hayes, Human Resources Director
Lisa Peterson, Member	Kirsten Wynn, Clerk to the Commission (excused)	Pete Groetken, Council
		Chief Young, Police Department

REQUEST TO APPEAR – ANDREW J. DUTLER.

Andrew Dutler, Police Officer candidate, appeared before the Commission based on a OWI conviction. Nelson asked Dutler if he had any other criminal charges; Dutler replied no. Nelson asked Dutler if he has a current driver's license. Dutler indicated he does. Baron asked Chief Young if he had an opinion on the matter. Young believes he paid the price. Baron asked if there were any other comments.

Nelson moved to reverse the disqualification and place Andrew J. Dutler on the certified eligibility list for Police Officer; Peterson seconded. Baron – aye; Nelson – aye; Peterson – aye.

Chief Young left the meeting.

CLOSED SESSION OF THE CIVIL SERVICE COMMISSION TO DISCUSS MATTERS WHERE LITIGATION IS PENDING BECAUSE PUBLIC DISCLOSURE WOULD BE LIKELY TO PREJUDICE OR DISADVANTAGE THE POSITION OF THE CITY AND THE COMMISSION IN THAT LITIGATION.

Nelson moved for the Commission to go into Closed Session; Peterson seconded. Baron – aye; Nelson – aye; Peterson – aye.

The Civil Service Commission entered into Closed Session.

Same members present

The Civil Service Commission returned to Open Session.

GRANT CIVIL SERVICE STATUS TO POSITION OF PURCHASING SPECIALIST (ENTRANCE).

Peterson moved to grant civil service status to the entrance position of Purchasing Specialist; Nelson seconded. Baron – aye; Nelson – aye; Pearson – aye.

APPROVE TESTING PROCESS FOR POSITION OF PURCHASING SPECIALIST (ENTRANCE).

The Commission reviewed the proposed exam.

The proposed process includes a written examination with a passing score of 70% and up to the top ten candidates being placed on the certified eligibility list.

Peterson moved to approve the testing process for Purchasing Specialist as stated above; Nelson seconded. Baron – aye; Nelson – aye; Pearson – aye.

GRANT AUTHORIZATION TO COMMISSIONER PETERSON WHO WILL BE SERVING ON THE ORAL EXAMINATION PANEL TO APPROVE QUESTIONS FOR THE POSITION OF CHIEF BUILDING INSPECTOR.

Nelson moved to grant authorization to Commissioner Peterson to approve the questions for the Chief Building Inspector oral exams on behalf of the Commission; Pearson seconded. Baron – aye; Nelson – aye; Pearson – aye.

CERTIFY ELIGIBILITY LISTS FOR: POLICE OFFICER, MANAGERIAL ACCOUNTANT, CLERICAL ASSISTANT AND GARDENER.

The Commission was provided with the certified eligibility lists for Police Officer, Managerial Accountant, Clerical Assistant and Gardener to be signed.

OTHER BUSINESS.

Michael L. Means and Pamala R. Todd are being rejected due to falsifying their City applications for the position of Managerial Accountant. The candidates failed to disclose prior conviction(s).

Parker J. Koerselman is being rejected due to falsifying his City application for the position of WWTP Maintenance Mechanic. The candidate failed to disclose prior conviction(s).

Clara A. Otto was disqualified as she did not request to appear before the Commission based on an OWI conviction for the position of Clerical Assistant.

Matthew A. Swanson, Jason T. Sanders, Steven A. Knecht, Jesse L. Johnson, Todd L. Henshaw, Thomas A. Erickson and Cory L. Black are being rejected due to falsifying their City applications for the position of Automotive Equipment Operator I. The candidates failed to disclose prior conviction(s).

The meeting was adjourned.

Clerk of Commission

Chairperson

**CONE PARK ADVISORY COMMITTEE
SPECIAL MEETING
JUNE 17, 2015**

A special meeting of the Cone Park Advisory Committee was held at 12:00 p.m., City Hall, 4th Floor Clocktower Conference Room, 405 6th Street, Sioux City, IA 51101.

<u>BOARD PRESENT</u>	<u>STAFF PRESENT</u>	<u>OTHERS</u>
Virginia Anderson	Robert Padmore	Joe Krage
Craig Berenstein	Matt Salvatore	
Fran Palmersheim	Brittany Scott	
Paul Stensland		
Ragen Cote		
Rhonda Capron		
Tim Seaman		
<u>BOARD ABSENT</u>		
Karen VanDeSteege		
Ron Colling		

1. CALL OF THE ROLL

The meeting was called to order by Berenstein at 12:04 pm.

2. UPDATE ON FEASIBILITY REPORT AND CONCEPT PLANS

Salvatore informed everyone there will be a public meeting on Monday, June 22 in the Council Chambers to give City Council an update on the Cone Park Feasibility Study. Staff asked SEH to scale back and modify their concept due to funding restraints. SEH initially responded the request was out of scope. After some discussion, they agreed to provide the City with something more in line within the project budget.

Anderson entered the meeting at 12:07 pm.

Salvatore said the proposed park after reconsideration will consist of an ice skating pond with no refrigeration, a lodge, a tube park with 9-10 lanes, and snowmaking equipment. This proposal will cost approximately \$4 million.

Capron asked about ice trails. Salvatore responded he is apprehensive about ice trails due to the maintenance. Capron questioned if they could be put in at a later date. Salvatore did not think this would be feasible as you would have to tear out the concrete, put the refrigeration in, and then replace the concrete. Padmore asked if the new trail would connect to the proposed Cone Park. Salvatore said the trail will connect Sertoma Park to Cone Park.

Anderson questioned if someone were planning a wedding at the lodge would the location next to a pool be a deterrent. Palmersheim did not think so, as the lodge is proposed to be constructed on the north side.

Padmore said he is concerned the Committee is marginalizing the value of the project and the money the Cone family donated. He added there should be a commitment to plan and build on this proposal and continue with additional phases. Berenstein asked if the City Council is opposed to phases. Capron stated she is open to phases. Palmersheim said it is not a good idea to commit to have a project done in phases. If it is successful, then add additional phases. Capron said everyone is looking for a guarantee but that is not realistic. Her preference is to take a chance and start somewhere.

Padmore noted he is unsure where the idea of the ski runs came from and there was never a goal to take over Sertoma Park.

Anderson asked if a private organization should be involved to see the additional phases for the future development come to fruition. Salvatore said staff will be applying for a MRHD grant in the amount of \$250,000. He added there is also a possibility for a community attraction and tourism grant which would provide 20% of the cost for the project. Staff is working to obtain a 501c3 non-profit status as well.

Padmore said they had planned on fundraising for the original parking lot site downtown. Berenstein noted there were a few interested parties who liked the downtown urban park concept. It may make it harder now that the location is no longer downtown.

Anderson noted the new investment near the Cone Park proposed location will be huge and beneficial to this project. Salvatore feels this project will get a lot of attention due to its uniqueness and economic development opportunities. Anderson said the Chamber is always looking for that next project for the City to invest in. Berenstein said the Chamber Foundation is interested in community enhancement/ beautification projects, but it has to be a new park.

Salvatore said he is working on getting the revised costs and concepts. He would like the revised concept to detail the start-up phase and additional phases that would follow. Salvatore said the next step will be to proceed into the design phase. This will require another RFP.

Berenstein said this has turned into a tubing park with a nice warming house. Salvatore said the park is \$2.3 million and the warming house is \$2.3 million. Salvatore said an updated pro forma would be available for the public meeting on Monday. The biggest expense is snow-making.

Seaman asked if the plan included clearing a hillside. Salvatore said the plan is to use existing grades and use magic carpets. The snowmaking cost for design and construction engineering is above the construction costs. It will be \$400,000 just for the construction engineering and design.

Berenstein questioned if this is what the City Council envisioned when they redirected the project to be a winter park. Padmore said he feels it is. Berenstein commented a bare spot of ground iced over for skating is not what he envisioned. He feels the tubing is a nice feature but questioned the amount being spent on the tubing component. A significant element that needs to be included is snowboarding. This will attract a population base to ensure the success of the facility. He said he feels the Committee is marginalizing the park and value of the space. Salvatore noted snowboarding was added in. Salvatore said the cost for an ice skating pond is \$1.6 million; and, an ice skating trail is \$1.3 million.

Padmore commented if the Committee came back to the City Council with an ice skating project that would be marginalizing the project. Berenstein asked if incorporating an ice skating feature into the winter park is an option. A flat space of ground (50x80) is not a sufficient ice skating feature. Palmersheim added there is a high subsidy needed to keep those ice skating venues open. Seaman thinks flooding the ice skating pond could work and will do some research on how many days were below freezing last winter. Berenstein asked how many locations have been flooded to provide ice skating. Salvatore responded Leif Erikson was flooded last year and was barely operational. Anderson said this was due to windy conditions creating frozen ice caps.

3. ADJOURNMENT

Motion by Capron, seconded by Palmersheim, to adjourn the meeting at 12:52 pm; all voting aye.

**CONE PARK ADVISORY COMMITTEE
REGULAR MEETING
July 1, 2015**

A regular meeting of the Cone Park Advisory Committee was held at 12:00 p.m., City Hall, Lower Level Conference Room, 405 6th Street, Sioux City, IA 51101.

<u>BOARD PRESENT</u>	<u>STAFF PRESENT</u>	<u>OTHERS</u>
Virginia Anderson	Robert Padmore	Joe Krage
Craig Berenstein	Matt Salvatore	Paul Pasko, SEH
Fran Palmersheim	Brittany Scott	
Tim Seaman		
Karen VanDeSteege		
<u>BOARD ABSENT</u>		
Ron Colling		
Rhonda Capron		
Ragen Cote		
Paul Stensland		

4. CALL OF THE ROLL

The meeting was called to order by Berenstein at 12:06 pm.

5. APPROVAL OF THE MINUTES

Motion by Berenstein, seconded by Palmersheim, to defer approval of the June 3, 2015, minutes to the next meeting; all voting aye.

6. FEASIBILITY STUDY

Salvatore informed the Committee focus was redirected back to the original thoughts for this project and gave options that could be done now that would put infrastructure in place for future expansion. He outlined his recommendations in a proposed memo for the City Council.

The start-up phase will cost \$4.3 million and another \$5.7 million for snowboarding. Padmore said the plan is to have the day lodge be the central focus of the park. Salvatore said there has been \$737,000 earmarked for its construction. Padmore noted he would like to find more money for the lodge and added he would like to pull it out of the project and bid it out locally.

Salvatore said the start-up phase would include a sledding hill, no magic carpet or lighting, a day lodge, and ice skating (a graded area that would be flooded). More emphasis could be put on ice skating if funding is available. This could be done with a splash pad costing \$200,000. Of that amount, \$82,000 is the spray features with the rest being site work - concrete, plumbing, electrical, plugs, and contingency. This would make the park more attractive and usable the first year. The proposed ice skating area is 70' in diameter. Area in the start-up phase is shown as 200' x 200', but this would be less. Padmore said reemphasizing the ice skating provides a dual purpose for the area; as, it can be used as a splash pad in the summer months.

Salvatore said the items that would be completed when funding is available are lighting and snowmaking infrastructures. Padmore noted the ice skating pad will be lit for night time use. Lights will be put up for the sledding hill also. Berenstein asked if the sledding hill would be converted to a tubing hill. Salvatore said yes it would be when the lights are installed and a groomer is purchased. Padmore stated in the first year there would be a sledding hill and the conversion to a tubing hill would be done when affordable. SEH strayed away from the City's original thoughts, as there were no four season elements and the project grew much larger and more expensive than the City could afford. Berenstein noted without clearly defining snowboarding as an element, a huge population base is lost, especially on week nights and weekends.

Pasko was teleconferenced into the meeting at 12:30 pm.

Pasko suggested not installing the magic carpet and lighting around the skate pond. Salvatore said the magic carpet is part of the second phase anyway.

Berenstein asked if there is no magic carpet would this have a direct impact on admission as this may minimize the value of the park. Pasko said it is a risk; but, in an average winter this will be the only snow deep enough to ride on. He suggested adding the magic carpet a year or two after the novelty wears off.

Salvatore said what if the City opts to emphasize ice skating in the first year. The recommendation is to not install lighting for the hills; but, the City would like to do this right way. Pasko said it would depend on the size of the snowmaking force main installed; but, it could be done. When the circuit is put in, there may be some conflicts.

Teleconference ended at 12:40 pm.

Salvatore said he is proposing lighting for the splash pad and ice skating pad. Padmore said SEH wants to deemphasize the day lodge and remove the lighting around the ice skating pad. SEH does not know what the City wants. He questioned whether the City should continue forward with them if they are not respecting the Cone family bequest.

Padmore asked the Committee to consider if it would be honoring the Cone family if the project consisted of ice skating, a day lodge, and sledding. Would it be acceptable if it had to stay this way for 5 years? VanDeSteege said yes it would be acceptable with a nice day lodge. Berenstein commented the City needs to do what it can now to give the Cone family recognition and not rely on potential funding. Padmore questioned whether SEH fully understands the City only has \$3.1 million for this project. He noted he is not convinced tubing will make the City money. Berenstein said he thinks it will if there is a nice lodge that people can use.

Palmersheim added the tubing at Elm Creek was the big money maker. Padmore noted there will not be a charge the first year or two to sled at Cone Park. Once the magic carpet is installed then there will be a charge. There will also be tubes for rent. Berenstein noted he feels there will be a lot of criticism if a minimum chalet is constructed with ice skating and sledding. Padmore reminded him of the other amenities – rentals for wedding receptions, quinceaneras, mountain biking, hiking, open field to play football, etc.

Seaman noted this will be a winter park. If it is not possible to have snow, the City better be ready to explain why they constructed a winter park. Berenstein suggested identifying this park as an all season park.

7. NEXT STEPS

Padmore suggested to the group to meet again in a week.

8. COMMITTEE CONCERNS

None.

9. ADJOURNMENT

**Motion by Palmersheim, seconded by Berenstein, to adjourn the meeting at 1:00 pm;
all voting aye.**

**CONE PARK ADVISORY COMMITTEE
REGULAR MEETING
JULY 9, 2015**

A Special Meeting of the Cone Park Advisory Committee was held at 12:00 p.m., City Hall, 4th Floor Clocktower Conference Room, 405 6th Street, Sioux City, IA 51101.

<u>BOARD PRESENT</u>	<u>STAFF PRESENT</u>	<u>OTHERS</u>
Virginia Anderson	Robert Padmore	Joe Krage
Craig Berenstein	Matt Salvatore	
Fran Palmersheim	Brittany Scott	
Ragen Cote		
Rhonda Capron		
Paul Stensland		
Tim Seaman		
<u>BOARD ABSENT</u>		
Ron Colling		
Karen VanDeSteege		

10. CALL OF THE ROLL

The meeting was called to order by Berenstein at 12:02 pm.

11. CONE PARK OPTIONS

Salvatore said staff would like to install all infrastructures that will not be affected in later phases with available funds. This would include a warming house that could host year round rentals, ice skating, and sledding. Sledding would be free until it is converted to a tubing hill. The initial excitement of the park may wear off if the tubing hill is not completed in the first two years.

Padmore said there is no intention to install the snowmaking equipment in the start-up phase. This will be done only when funds are available. Salvatore added lighting may or may not be installed. The sledding hill may or may not be lit during start-up; as, it could be compromised later when converted to a tubing hill.

Padmore noted he would not support any project without a day lodge. Capron concurred she would not either. Salvatore said fundraising will need to be done for the snowmaking equipment and lodge. Palmersheim questioned if someone could have naming rights for the lodge. Padmore did not think this would be respectful to the Cone family. He suggested naming the sledding or tubing hill but not the structure. Seaman countered the family did not ask the City to build a building; they asked for a park. Berenstein added he heard the family is frustrated at how long the process is taking and feels the last thing the Cone family would want is to commercialize the park. This needs to be respectfully done. Salvatore suggested a donor wall.

Stensland suggested to bid out the design for everything that is not funded. This would provide a base bid with options. Palmersheim noted there is no way to know how where the bids will come in at. Salvatore noted the executive summary lists the costs for the tubing hill at \$977,000; snowmaking equipment \$1.5 million; and lodge \$737,000.

Berenstein questioned the City Council's preference on whether they want this to break even or prefer to have a basic sledding hill and ice skating with a lodge the public can use for free. Padmore added there has been no discussion this will be a money maker. He continued the City Council would be ok with skate rentals, lodge rentals for private parties, and selling concessions to cover operational costs.

Berenstein said he would like to see commitment to a \$5-600,000 lodge, ice skating that is lit, and a sledding hill that would incorporate snowboarding. Capron said tubing needs to be included. Berenstein would like to see these concepts developed with the \$3.1 million available and figure out a way to add the snowmaking equipment.

Salvatore reminded the Committee he needs a consensus to present a recommendation to the City Council. Anderson liked Option A. Stensland suggested Option B; and, any items could be pulled out for alternate bids.

Salvatore noted the lodge at Elm Creek Reserve cost \$2.3 million. The City is proposing a 1,500 square foot facility with a cost estimate of \$737,000. Padmore said the lodge should include a commercial kitchen and locker rooms. Berenstein commented if we build an \$800,000 chalet, it will require a lot of up keep.

Capron added the Committee should get away from calling it a winter park and start calling it an all season park.

Berenstein asked if a tow rope would be perceived negatively. Padmore noted the City does not have one now so did not think it would be. Krage said two tow ropes could be added for less than the cost of one magic carpet.

Padmore reminded the Committee they are giving a recommendation or preferred concept to the City Council; and, they will ultimately choose the design to move forward with. He added there is an expectation from some of the City Council members there will be an endowment at the end of the project.

Salvatore asked the Committee if they were ok with moving forward with clear and grub, then design. The consensus of the Committee was to approve clear and grub. Padmore asked the Committee to choose option A, B, or C. He suggested going with option B but pull out the money for the lodge. Salvatore said the lodge, ice skating pad, and splash pad could be added as alternates for option B. Padmore continued the project is a failure without a lodge. Anderson suggested a larger ice skating pad as an add alternate as well. Berenstein added the Committee should look into other alternatives in option B such as tow ropes vs. a magic carpet. Salvatore said option B with the road will cost \$3.6 million, which does not include the lodge. Padmore said the road should be pulled out of the project.

Stensland recommended option B with alternates and the road, design, and lodge would be separate projects. Palmersheim thought the MRHD grant would take care of the lodge. Berenstein said it is his understanding a MRHD grant requires recognition or naming rights. Seaman said this was done at Sertoma Park with a small plaque. Salvatore said staff is pursuing two grants and will know soon on the outcome of the MRHD grant (\$250,000).

Motion by Stensland to approve option B and proceed with design of the warming house (lodge) which will be a separate project on a separate schedule as well as the road be a separate project on a separate schedule, and staff will decide on the alternates. Motion died for lack of a second.

Seaman suggested whatever goes to the City Council should be basic. Capron said the City Council will want an idea on the range of costs. Seaman noted there is only \$3.1 million to spend.

Berenstein commented this is going to be an all season park. The focus has been on winter aspects but there needs to be discussion on how this will be a 365 day park. Padmore said he feels this is shown with the splash pad and playground equipment. Berenstein asked if it would be possible to find other funds for park benches, picnic benches, and other summer month amenities.

Motion by Stensland, seconded by Palmersheim, to recommend to the City Council adoption of option B; look at all alternates and design them with the intent each option has allocated an estimate of costs to determine which alternates can be accomplished; all voting aye.

Berenstein said it needs to be clearly communicated this will be a \$3-3.5 million project.

12. ADJOURNMENT

Motion by Cote, seconded by Capron, to adjourn the meeting at 1:01 pm; all voting aye.

ENVIRONMENTAL ADVISORY BOARD MEETING
Regular Meeting Minutes
July 9, 2015

The Environmental Advisory Board held a meeting on this date at 4:00 p.m. at the Prairie Park, 3100 So. Lewis Blvd, Sioux City, Iowa at which time the following items were discussed:

<u>MEMBERS PRESENT</u>	<u>MEMBERS ABSENT</u>	<u>STAFF PRESENT</u>
Carrie Radloff	Aaron Rochester	Melissa Campbell
Kathy Pfaffle	Brooke Gilbert	Debbie Leigh
Adam Wheelock	Kari Wilde	
Gretchen Wheelock	Susan Peete	
	Melissa Flynn	

Meeting was called to order at 4:05 p.m.

Call of the Roll was conducted.

Minutes from the 6.11.15 meeting were not approved because there was not a quorum. They will be approved at the August 13, 2015 meeting.

New Business:

- A. Prairie Park Tour** – The group walked around and looked at the progress of the Prairie Park. There is still some more work to be done such as walking trails and grading of roads. The prairie plants are looking great. The goal for opening the park up to the public is next year.
- B. Reusable Produce Bags** – this discussion was tabled until all group members are present.
- C. Sustainability/Green Business Award** – The board would like to recognize those businesses that put forth effort to incorporate green practices at their work site simply to show them that the City of Sioux City appreciates their effort. The Stewardship award should be limited to the Sioux City proper area. A brief discussion centered on the actual name of the award and how often it should be presented. The board will create a mission statement for the award.

Meeting adjourned 5:25 p.m.

The next meeting will be held on August 13, 2015 at 4:00 p.m. at City Hall in the 4th Floor Clock-tower Conference Room.

Debbie Leigh
Recording Secretary

**EVENTS FACILITIES ADVISORY BOARD
MEETING MINUTES
June 19, 2015**

A meeting of the Events Facilities Advisory Board meeting was held at 1:00 p.m., at the Sioux City Convention Center/Rooms 6-7, 801 4th Street, Sioux City, IA 51101.

BOARD PRESENT	STAFF PRESENT	OTHERS
Eric Hoak	Erika Newton	Rhonda Capron, City Council Member
Miles Patton Jr.	Glenn Walinski	Pete Groetken, City Council Member
Bruce Miller	Angela Bergendahl	Bob Padmore, City Manager
Kevin Kjeldseth	Melissa Lanzourakis	Mark Wisniewski, Centerplate
Tim Seaman	Lindsey Jensen	
Zena Berenstein	Julie Peterson	
Bob Sabel		
	BOARD ABSENT:	
	Dave Madsen	
	Irving Jensen	
	Earl Miller	
	John Meyers	

13. CALL OF THE ROLL – Meeting was called to order by President Bruce Miller.

14. Minutes of May 22, 2015 were approved as written.

The committee reports topics were already covered at today's 12:00 Noon Joint Meeting.

There being no further business, the meeting was adjourned at 1:20 p.m.

Respectfully submitted:
Angela Bergendahl

Bruce Miller, EFABoard President

Angela Bergendahl, Administrative Secretary



**PARKS & RECREATION
ADVISORY BOARD
MEETING MINUTES
AUGUST 5, 2015**

A meeting of the Parks and Recreation Advisory Board was held at 4 p.m., Long Lines Family Rec Center, 401 Gordon Drive, 3rd Floor Conference Room, Sioux City, Iowa.

<u>MEMBERS PRESENT</u>	<u>STAFF PRESENT</u>	<u>OTHERS</u>
Fran Palmersheim	Matt Salvatore	Craig Berenstein
Brent Ruch	Angel Wallace	Virginia Anderson
Don Copas	Eric Griffith	Pete Groetken
Joseph Riker	Todd Lien	William Burrows
Chris Boesch	Tim Tushla	
Andrew Glisar	Brittany Scott	
Scott Brouillette		
Cindy Brewer		
<u>MEMBERS ABSENT</u>		
Kent Kolbe		

15. CALL OF THE ROLL

Meeting was called to order by Ruch at 4:00 p.m.

Salvatore introduced Brewer as the newly appointed board member.

16. APPROVAL OF THE MINUTES

Reading of the minutes of July 1, 2015, was waived and on motion by Palmersheim, seconded by Glisar, to approve the minutes; all voting aye.

17. CONE PARK RECOMMENDATION

Berenstein provided a summary of the scope of the project and how the concept for the recommendation was decided upon.

Salvatore gave a power point presentation of an overview of Cone Park and the Committee’s recommendation. The recommendation was based off of the results of the Community Needs Assessment Survey last fall. The survey revealed 67% of the respondents preferred an outdoor winter recreational park. Other facilities identified which scored within the survey’s top seven included in the concept are walking/hiking trails, outdoor ice skating rink, and greenspace. The preferred location was the riverfront; but, this does not fit the requirement of a “new” park. The location chosen was parkland in Morningside (near Lewis & Clark Stadium), which was the second preferred location. Benefits of this site include: no costs for property acquisition as it is city owned property; the site is not considered Sertoma Park so a new park would be established meeting the requirements of the bequest; visibility from the interstate and bypass; and, a shared parking lot with ibp Ice Center and the Lewis & Clark Stadium would reduce costs.

Salvatore showed a map of the park concept with amenities. Amenities included an ice skating pad (60x100 oval) which would be naturally frozen in the winter months and converted to a splash pad in the summer months. Adjacent to the ice skating pad/splash pad would be a four season lodge and tubing/sledding hills. Brouillette asked if it has been considered to have a private entity manage the lodge. Berenstein responded there is a possibility a private business could manage some of the facilities.

Salvatore said he and Palmersheim visited the Elm Creek Reserve in Minnesota and tubing was a major player bringing in \$500,000 in revenue.

The breakdown of the expenses is as follows:

Cone Park Trust \$2.8 million

City's Commitment \$800,000

Estimated Expenditures \$247,000

Available Funds \$3.4 million

Estimated Cost of Line Drive Extension \$523,000

Total Project Funds \$3.9 million

Start Up Phase minus lodge \$3.5 million

Lodge (separate project) \$600,000

Total Estimated Costs of Proposed Project \$4.1 million

Possible alternates are lighting for the ice skating pad, tow ropes or magic carpet, lighting for the sledding/tubing hill, and snow making equipment.

Glisar noted snow making equipment is the key to the whole project and questioned whether it would be included in the project. Berenstein said Seaman provided a summary of the general snow accumulations over the past several years. Due to the accumulation amounts, the Committee is concerned how the project would work without snow making equipment. Brouillette commented if the project cannot be done right the first time, then the City should wait until it can.

Berenstein said a consistent concern of the Committee and staff is whether the City is building a tourist facility for Sioux City and surrounding communities. This is intended to be a park for everyone in Sioux City; and, a tourist facility is consistent with what the Committee thinks is a successful park.

Salvatore said staff will apply for a MHRD grant in the amount of \$250,000 as well as a Community Attraction Tourism Grant. Palmersheim said staff has looked into buying used snow making equipment and groomers to keep costs down. This could potentially save 40-50% in costs.

William Burrows asked a series of questions. Has the Committee fully explored all opportunities downtown? If there is \$3 million in the trust, could the City do something else with a bigger plan like pools? Has there been consideration given to the odor from the Wastewater Treatment Plant and the proposed pork facility? Has the City considered a downhill run similar to Galina, Illinois? Has the City considered doing what Omaha, Nebraska does at the ConAgra World Headquarters which is lit up at night?

Berenstein responded the Committee evaluated every location from all borders of the city. Twelve different locations were looked at, both public and private. The Committee felt strongly a downtown urban park would be the best option.

Anderson said the cost at the Omaha ConAgra temporary ice skating rink is substantial. It would be great if a local company would support that.

Brewer asked what the capacity is of the proposed splash pad / ice pad. Lien commented the IBP Ice Center rink can hold up to 140-150 skaters; although this is a much bigger area of ice. Brouillette questioned whether the 60x100 ice surface would be large enough. Salvatore commented a hockey size sheet of ice (85x200) could be considered. Berenstein added this would be more for casual skaters. Brewer questioned the City's liability and if there will be someone there to man the ice skating pad. Salvatore said during operational hours there will be someone on site.

Salvatore said if and/or what the charge will be to go to the park has not been determined; but, it will be as affordable as possible.

Berenstein said the goal is to make it affordable with ice skates, snow boards, and tubes available for rent. Brouillette questioned if the park would be self-sufficient. Salvatore said the goal is to be completely self-sufficient.

Brewer exited the meeting at 4:50 pm.

Boesch asked if there would be any impact to the area in Sertoma Park where the pump for the snow making equipment would be located. Salvatore answered it could enhance the area; as, the pond may need to be dredged. The trail will also be extended creating a loop from Sertoma Park to the proposed Cone Park location.

Groetken asked what would be included in the startup phase. Salvatore said 10-12 lanes of tubing hills, a magic carpet or tow rope, lodge, ice pad/splash pad, maintenance area, road way, and snow making equipment. All components will be bid as alternates. Padmore said the City may never get to the full start-up phase if there isn't enough money.

Glisar commented he thinks this is the best location in town as long as there is snow, as that is the key component. Palmersheim added without the snow making equipment it will be difficult to call it a winter park. Having this equipment in place is important.

Salvatore said the costs won't be known until everything is bid which is planned for January. Groetken asked if the City Council commits to the project will work be done between now and January. Salvatore responded clear and grub will begin immediately to prepare the site.

Motion by Ruch, seconded by Riker, to approve the recommendation presented by staff; all voting aye.

18. COMMUNITY INTEREST AND CONCERNS

None.

19. PARKS AND RECREATION BOARD CONCERNS

None.

20. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:17 p.m., on motion by Copas, seconded by Palmersheim; all voting aye.

SIOUX CITY SPORTS COMMISSION MEETING (SCSC)

August 11, 2015

Charlie's at Holiday Inn

ATTENDING- Board Members: Spero Vlahoulis, Tim Seaman, Jim Wharton, Corey Westra, and Karrie Hruska. Rick Aadland arrived at 12:15.

Meeting began at 12:10

Westra made a motion to accept the June 2, 2015 minutes, Seaman seconded. Approved 5-0. Seaman introduced Stuart Smalley, who moved back to the area after working in the sports business for USA Olympic Training Center (Colorado Springs), Triple AAA Baseball (Colorado Springs), Arizona State and USA Rowing (New Jersey). He is interested in sports and would like to be a part of the sports commission.

Seaman and Westra discussed their meeting with the Iowa State Women's Volleyball coach. ISU is interested in bringing a match to the Tyson Events Center in either Spring 2015 or Fall 2016. More will be known once the Big 12 releases their Fall 2016 conference schedule.

Vlahoulis presented the July 31, 2015 Financials. Aadland made a motion to accept, Westra seconded. Approved 6-0.

Newton recapped NAIA Softball. It was a positive experience based on reaction from NAIA, teams, fans and Morningside College. Discussions have begun on how to be more efficient, cost wise, in 2016.

Officers will be elected at the September meeting.

Next meeting is September 9, noon at Holiday Inn/Charlie's. Meeting adjourned at 12:50 pm.

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 10

FROM: Amy Keairns, Neighborhood Services Project Coordinator

SUBJECT: **Hearing and Resolution approving plans, specifications, form of contract and estimated cost for the proposed construction of a single-family dwelling located at 861 15th Street.**

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council conduct a public hearing and approve the plans, specifications, form of contract and estimated cost for the above named project.

DISCUSSION:

RML Architects, LLC of Sioux City, Iowa, has completed plans and specifications for a single-family dwelling. This project is located at 861 15th Street, will be owned by the City throughout construction of a single-family dwelling by a general contractor, and sold to a low-income homebuyer. The low-income homebuyer will be provided with down payment assistance to make purchase of the housing affordable. Funds associated with this project are HOME Investment Partnership Program (HOME) funds.

The Neighborhood Services Division has worked with developers and Community Housing Development Organizations (CHDOs) on HOME-funded projects in the past. Finding developers to construct single-family housing has proven to be challenging. Only one response was received to a Request for Proposals (RFP) sent in 2011. Staff worked with that developer for two years and 11 affordable housing units were created. In 2013, Council expressed concern regarding the lack of developer interest, so staff began researching other options, including the City acting as the developer.

The City of Sioux City currently has one CHDO which utilizes HOME funds, Siouxland Habitat For Humanity. During the past five years, Habitat for Humanity has created nine units of affordable housing through a partnership with the City of Sioux City. Staff will ask Council to approve funding for a tenth home within the next month, further supporting the important work of Siouxland Habitat for Humanity.

In an effort to create additional affordable housing, the City of Sioux City would act as the developer to create new affordable housing, one at 2601 Vine Avenue and one at 861 15th Street.

Bids will be received on August 25, 2015. This project will have a completion date of September 30, 2016.

FINANCIAL IMPACT:

This project is funded by HOME Investment Partnership Program Funds, Project #625084.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibilities – Quality of Life

Strategic Focus Area – Expand Development Opportunities and Grow Sioux City: Add affordable housing units to existing inventory.

ALTERNATIVES:

None recommended

ATTACHMENTS:

Resolution

Vicinity Map

RESOLUTION NO. 2015 - _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE PROPOSED CONSTRUCTION OF A SINGLE-FAMILY DWELLING LOCATED AT 861 15TH STREET.

WHEREAS, on the 27th day of July, 2015, plans, specifications, form of contract and estimated cost were filed with the Clerk of Sioux City, Iowa, for the proposed construction of a single-family dwelling located at 861 15th Street, within the corporate limits; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimated cost was published as required by law; and

WHEREAS, the City Council is advised and does believe that said plans, specifications, form of contract and estimated cost should be approved.

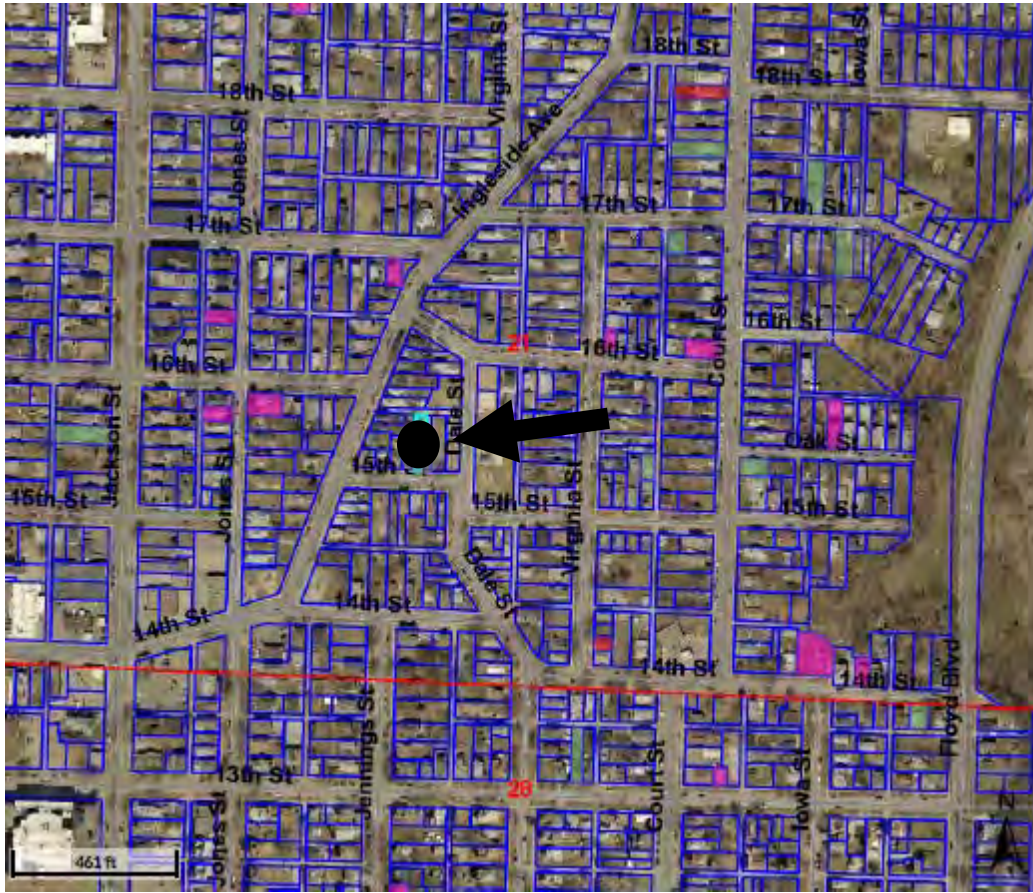
NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the plans, specifications, form of contract and estimated cost for the proposed construction of a single-family dwelling located at 861 15th Street, be and the same are hereby approved as the plans, specifications, form of contract and estimated cost for said improvements project.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Vicinity Map



<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 11

FROM: Amy Keairns, Neighborhood Services Project Coordinator

SUBJECT: **Hearing and Resolution approving plans, specifications, form of contract and estimated cost for the proposed construction of a single-family dwelling located at 2601 Vine Avenue.**

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests Council conduct a public hearing and approve the plans, specifications and form of contract for the above named project.

DISCUSSION:

RML Architects, LLC of Sioux City, Iowa, has completed plans and specifications for a single-family dwelling. This project is located at 2601 Vine Avenue, will be owned by the City throughout construction of a single-family dwelling by a general contractor, and sold to a low-income homebuyer. The low-income homebuyer will be provided with down payment assistance to make purchase of the housing affordable. Funds associated with this project are HOME Investment Partnership Program (HOME) funds.

The Neighborhood Services Division has worked with developers and Community Housing Development Organizations (CHDOs) on HOME-funded projects in the past. Finding developers to construct single-family housing has proven to be challenging. Only one response was received to a Request for Proposals (RFP) sent in 2011. Staff worked with that developer for two years and 11 affordable housing units were created. In 2013, Council expressed concern regarding the lack of developer interest, so staff began researching other options, including the City acting as the developer.

The City of Sioux City currently has one CHDO which utilizes HOME funds, Siouxland Habitat For Humanity. During the past five years, Habitat for Humanity has created nine units of affordable housing through a partnership with the City of Sioux City. Staff will ask Council to approve funding for a tenth home within the next month, further supporting the important work of Siouxland Habitat for Humanity.

In an effort to create additional affordable housing, the City of Sioux City would act as the developer to create new affordable housing, one at 2601 Vine Avenue and one at 861 15th Street.

Bids will be received on August 25, 2015. This project will have a completion date of December 31, 2016.

FINANCIAL IMPACT:

This project is funded by HOME Investment Partnership Program Funds, Project #625084.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibilities – Quality of Life

Strategic Focus Area – Expand Development Opportunities and Grow Sioux City: Add affordable housing units to existing inventory.

ALTERNATIVES:

None recommended

ATTACHMENTS:

Resolution

Vicinity Map

RESOLUTION NO. 2015 - _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE PROPOSED CONSTRUCTION OF A SINGLE-FAMILY DWELLING LOCATED AT 2601 VINE AVENUE.

WHEREAS, on the 27th day of July, 2015, plans, specifications, form of contract estimated cost were filed with the Clerk of Sioux City, Iowa, for the proposed construction of a single-family dwelling located at 2601 Vine Avenue, within the corporate limits; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimated cost was published as required by law; and

WHEREAS, the City Council is advised and does believe that said plans, specifications, form of contract and estimated cost should be approved.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the plans, specifications, form of contract and estimate cost for the proposed construction of a single-family dwelling located at 2601 Vine Avenue, be and the same are hereby approved as the plans, specifications, form of contract and estimated cost for said improvements project.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Vicinity Map



<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 12
Marty Dougherty, Economic & Community Development Director
FROM: Nicole Jensen, City Attorney
Donna Forker, Finance Director

SUBJECT: **Hearing and Resolution accepting the proposal of AP Sioux City, LLC for the purchase of certain land in the Donner Park Urban Renewal Area and authorizing a development agreement and assessment agreement (vacated Sergeant Road east of Sunnybrook Drive and adjacent to 6021 Sunnybrook Drive)**

Reviewed By:	<input checked="" type="checkbox"/> Department Director	Finance Department	<input checked="" type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Manager
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RECOMMENDATION:

Staff respectfully requests approval of the above resolution.

DISCUSSION:

Background

City staff has been working for some time with Anthony Properties of Dallas, Texas on the development of a major new mixed-use shopping center and residential development in the Sunnybrook area of Sioux City. In recent years, the Sunnybrook area has seen continued growth of new retail, medical, and office development. The planned Sunnybrook Village development will build upon this success and continue the growth of Sioux City as a regional shopping and destination center. This development is located along the east side of Sunnybrook Drive, and includes approximately 64 acres. The mixed-residential development will be located on about 18 acres, and the commercial development on about 46 acres. It is anticipated the development will be staged over several years. The Developer has already acquired the real estate necessary to commence these projects.

Note: several steps have previously been taken by the City to support this development. On March 23, 2015 the City Council approved the preliminary plat of Sunnybrook Village. Also on March 23, 2015 the City Council took steps to vacate a small section of Sergeant Road east of Sunnybrook Drive. On April 20, 2015 the City Council granted pre-approval for a tax exemption application from SUN Investors, LLC (Perry Reid Properties) for “The Summit at Sunnybrook Village”, the 225-unit apartment complex that will soon be under construction. On May 4, 2015 the City Council also approved the applications for the Workforce Housing Tax Credit Program to support this major new residential project.

On July 20, 2015 the Council took action to initiate a 30-day notice period for the sale of land in an urban renewal area to the developer, and setting the date for consideration and approval of a development agreement for the project. Approval of this resolution will formally approve the sale of the land to the developer and direct the City Manager to negotiate the final

terms of the sale and development of the property in the form of a development agreement and assessment agreement. Submission of a development agreement and assessment agreement will then come back to the City Council for final approval.

Note: the City-owned property represents a small part of the site, the majority of which has been privately acquired. The proposed action will approve a development agreement and minimum assessment covering the whole commercial project site. The project proposal of AP Sioux City, LLC, (“Developer”) is attached.

Development Proposal

As a part of the proposed agreement the Developer will agree to:

- Construct a development to include an overall capital investment of \$50 million, with \$20 million for multi-residential property and \$30 million for the commercial property.
- Partner with SUN Investors, LLC (a Perry Reid affiliate) for the development of the multi-residential property, to be known as “The Summit at Sunnybrook Village” to include 225 market-rate apartment homes.
- Enter into a negotiated minimum assessment agreement with a minimum assessed valuation for the commercial property using a graduated schedule eventually growing to \$29.9 million no later than 2023.
- Submit plans for approval and comply with all applicable land development laws and ordinances and construct the Minimum Improvements in conformance with the Master Plan and Construction Plans approved by the City. The development agreement will include two basic alternates, but will include the flexibility to increase the square footage of retail/office, subject to City staff approval.

The City will agree to:

- Apply for vacation of a portion of Sunnybrook Drive right-of-way and convey a portion of the vacated Sergeant Road right-of-way east of Sunnybrook Drive.
- Allow the multi-residential property constructed by the Developer to be eligible for a 10-year tax abatement under the City-wide urban revitalization area program.
- Support the efforts by the Developer to obtain tax credits through the Iowa Workforce Housing Tax Incentive Program for the multi-residential improvements.
- The City has previously constructed access streets and off-site city utilities to serve the site, including a regional storm water system.
- Provide an economic development grant for the commercial development in the maximum aggregate amount of \$7.1 million. The grant shall be disbursed to the developer in separate installments, not more frequently than four times per calendar year. The amount of each installment payment will be based on the completed square footage as compared to the total square footage of the commercial development buildings (not less than 348,000 square feet).
- Note: To receive grant funds at least 60% of the square footage occupied to that point must be occupied by a business enterprise that is new to Sioux City. However, if a business is significantly expanding or modernizing, it will be considered new. To be considered modernizing, a business must have existed in the same location for more than twenty years. The City Manager will have final authority to make the determination.

FINANCIAL IMPACT:

The City will provide grant funds as outlined in the development agreement. The City will receive property tax revenue generated by the construction of taxable improvements on the development property. The City will also benefit from increases in sales tax revenue.

RELATIONSHIP TO STRATEGIC PLAN:

To expand development opportunities, develop the resources to support economic growth, and develop new business sites.

ALTERNATIVES:

None Recommended

ATTACHMENTS:

Resolution
Project Proposal
Project Map

RESOLUTION NO. 2015 - _____

with attachments

RESOLUTION ACCEPTING THE PROPOSAL OF AP SIOUX CITY, LLC FOR THE PURCHASE OF CERTAIN LAND IN THE DONNER PARK URBAN RENEWAL AREA AND AUTHORIZING A DEVELOPMENT AGREEMENT AND ASSESSMENT AGREEMENT. (VACATED SERGEANT ROAD EAST OF SUNNYBROOK DRIVE AND ADJACENT TO 6021 SUNNYBROOK DRIVE)

WHEREAS, in furtherance of the objectives of Chapter 403 of the Code of Iowa, the City of Sioux City, Iowa, has undertaken a program of redevelopment of blighted areas and economic development in the City, and in this connection has instituted the Donner Park Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes the City to invite proposals from all interested parties for the purchase of land in an urban renewal area by publishing public notice of its intent to receive and accept any such proposal; and

WHEREAS, AP Sioux City, LLC has submitted a proposal to the City for the purchase of the following described property in the Donner Park Urban Renewal Area:

Vacated portion of right-of-way legally described as follows:

Part of Outlot 3, Sunnybrook Plaza, an addition to Sioux City, Woodbury County, Iowa, being more particularly described as follows:

Commencing at the northeast corner of Outlot 1, said Sunnybrook Plaza; thence on the east line of said Outlot 1, S02°43'45"W (assumed), 117.71 feet to a point on the most northeasterly corner of said Outlot 3, said point also being the southeast corner of said Outlot 1 and the point of beginning; thence continuing S02°43'45"W, 60.03 feet; thence N89°12'00"W, 35.46 feet to a point of curvature; thence on a 470.00 foot radius curve to the left, an arc length of 199.36 feet (long chord bears S78°38'53"W, 197.87 feet); thence S66°29'47"W, 31.21 feet; thence S48°59'39"W, 61.02 feet; thence S08°12'25"W, 35.95 feet to a point on the easterly right of way line of Sunnybrook Drive; thence on said easterly right of way line, N34°11'29"W, 122.11 feet; thence S85°06'14"E, 22.37 feet; thence N66°42'45"E, 111.27 feet to a point of curvature; thence on a 530.00 foot radius curve to the right, an arc length of 224.81 feet (long chord bears N78°38'53"E, 223.13 feet); thence S89°12'00"E, 37.48 feet to the point of beginning.

Said part of Outlot 3 contains a calculated area of 23,825.64 square feet of 0.55 acres more or less; and

WHEREAS, pursuant to Resolution No. 2015-0557 passed and approved by the City Council on July 20, 2015, the City indicated its intent to accept said proposal of AP Sioux City, LLC, established a date and time for the submission of proposals by other interested parties, established a date and time for a hearing accepting such proposals, and authorized the publication of notice of such invitation, intent and hearing; and

WHEREAS, the City Council evaluated all timely proposals, taking into account such factors as it considers appropriate, including but not limited to, the following:

Quality of the Proposed Development:

- (1) The total cost of the proposed project.
- (2) The types of materials to be used in the construction of the project.
- (3) Overall project amenities.

Economic Feasibility of the Proposed Development:

- (1) The economic return to the City provided by the proposed development, including but not limited to, the amount of revenue generated for the City, the property and sales taxes to be generated, the number of jobs provided, and the encouragement of related development in the area.
- (2) The ability of the prospective developer to finance and timely complete the project as proposed, including any contingencies on such performance.
- (3) The financial impact of the proposed development upon the City's operating budget and capital improvement plan, particularly as it related to the construction and maintenance of any required public improvements; and

WHEREAS, a hearing was held on the proposals so submitted and the City Council being fully advised in the premises is of the opinion and belief that it would be in the best interests of the City to accept the proposal of AP Sioux City, LLC for the purchase of said property and that accepting such proposal is in the public interests.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the City Council hereby accepts the proposal of AP Sioux City, LLC to purchase the above described property pursuant to their proposal and directs the City Manager to negotiate the final terms of the sale and development of said property in the form of a development agreement and assessment agreement and submit the same to the City Council for final approval.

PASSED AND APPROVED: August 24, 2015

Robert E. Scott, Mayor

ATTEST: _____

Lisa L. McCardle, City Clerk

Project Proposal



July 14, 2015

Jay Anthony
AP Sioux City LLC
12770 Coit Road, Suite 970
Dallas, Texas 75251

RE: Letter of Understanding

Dear Mr. Anthony:

This letter is to serve as a "Letter of Understanding" to establish the commitments made by each party regarding the development of the Sunnybrook Village property in Sioux City, Iowa (the "Development"). This Letter of Understanding is intended to provide clarification of the terms and parameters of the Development and to ensure that both parties are proceeding according to a mutually-agreed set of expectations to avoid any miscommunication and maintain a development process free from delays.

Under the terms of this Letter of Understanding, the City of Sioux City, Iowa ("City") and AP Sioux City, LLC, ("Developer") which owns the subject real estate, intend to negotiate and enter into a development agreement and minimum assessment agreement.

To assist the Developer with its development, the City commits the following:

- A. The City will convey to the Developer a portion of Sunnybrook Drive ROW and a portion of the vacated Sergeant Road ROW east of Sunnybrook Drive.
- B. This site has significant infrastructure in place including paved roads, utilities to the site, and capacity to use the regional storm water system.
- C. The City agrees all of the multi-residential property constructed by the Developer on the development property shall be eligible for a 10-year tax abatement under the City-wide urban revitalization area program.
- D. The City agrees to provide reasonable support and cooperation with the efforts by the Developer to obtain tax credits through the Iowa Workforce Housing Tax Incentive Program for the multi-residential improvements being constructed on the development property.
- E. The City agrees to provide an economic development grant for the commercial development in the maximum aggregate amount of \$7.1 million. The grant shall be disbursed to the developer in separate installments, not more frequently than four times per calendar year, as certificates of occupancy are issued for the completed Minimum Improvements constructed on the commercial property. The amount of each installment payment will be based on the completed square footage as compared to the total square footage of the commercial development buildings (not less than 348,000 SF). It is understood the final agreement may include two alternate master plans for the

commercial property with flexibility on the final commercial square footage with a minimum of 348,000 square feet, and staff may approve site plan changes.

- E. It being the objective of the City to provide assistance only when new businesses occupy the completed commercial development, (and not merely relocating from another location in the City), the installment payments will be provided only after the Developer has provided evidence, through a memorandum of lease or other means acceptable to the City, that at least 60% of the SF occupied to that point will be occupied by a business enterprise that is new to Sioux City, that is not previously conducting the same business in another location in the City. However, if a business is significantly expanding, or modernizing it will be considered new for purposes of the grants. A business will be considered to be modernizing if has existed in the same location for more than 20 years. The City Manager will have the authority to determine if a business that has relocated from within the Sioux City market, but upgraded its facility, qualifies as "new business."
- G. Grant funds must be claimed within ten years of the date of the development agreement. All terms and conditions of the development agreement shall have been met. Developer shall also provide an estimate of the number of jobs likely created by the development.

The Developer agrees to the following commitments in return for the City's full performance of the commitments outlined above:

- A. Developer reasonably expects the construction of Minimum Improvements of the multi-residential property to be \$20 million and the commercial property to be \$30 million, for an overall capital investment of \$50 million in the Development.
- B. Developer will partner with SUN Investors, LLC (a Perry Reid affiliate) for the development of the multi-residential property, to be known as "The Summit at Sunnybrook Village". The multi-residential development will include 225 market-rate apartment homes, and may require some additional approvals and agreements.
- C. Developer will construct the Minimum Improvements on the Development Property in conformance with the Master Plan and Construction Plans approved by the City. The development agreement will include two alternates for the commercial development. However it is understood that the site plan may change somewhat to meet tenant's needs, and the agreement will include the flexibility to increase the square footage of retail/office, substantially as shown on the site plans, subject to City staff approval.
- D. Developer will commit to enter into a negotiated minimum assessment agreement with a minimum assessed valuation for the commercial property per the following schedule:

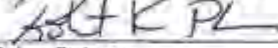
<u>Assessment Year (Jan. 1)</u>	<u>Assessor's Minimum Actual Value</u>
2019	\$5,000,000
2020	\$10,000,000
2021	\$15,000,000
2022	\$20,000,000

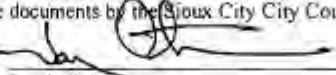
2023 & thereafter

\$29,900,000

- E. If the Developer's final request for disbursement of the grant is submitted prior to December 31, 2021 the grant will not be disbursed unless the Developer increases the Minimum Assessment to \$29,900,000 effective as of Jan. 1, 2022 and continuing through December 31, 2029.
- F. Developer will submit plans for approval by the City and comply with all applicable land development laws and ordinances.

Both parties recognize that all commitments made in this Letter of Understanding are non-binding and done so for the express purpose of allowing preliminary steps and work on this Development to proceed under a shared understanding of the parameters of the project and is contingent upon execution of all necessary documents and final approval of these documents by the Sioux City City Council and IEDA.


Robert Padmore
City Manager
City of Sioux City


Jay Anthony
Principal
AP Sioux City LLC



OLSSON

Site Plan - June 3, 2015
Sunnyside Village - 3000 City Blvd

SUNNYSIDE VILLAGE

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 13

FROM: Jeff Hanson, Community Development Operations Manager (CRM)

SUBJECT: **Hearing and ordinance rezoning 5600 41st Street from Zone Classification AG (Agriculture, 20 Acres Per Unit Minimum) to Zone Classification RR (Rural Residential, 2 Acres Per Unit Minimum). (Petitioner: Sean Ring). The Planning and Zoning Commission recommends approval of this item. (File No. 2015-0052).**

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests City Council approve the requested rezoning, subject to the following findings.

Planning Commission:

Agenda Item 2015-0052: Requested Rezoning of the property at 5600 41st Street from Agriculture (AG) to Rural Residential (RR). (Petitioner: Sean Ring)

Ruth Synder (Owns 60 Acres South of property), expressed her concern for her easement and wanted to make sure it would still be in effect and be abided by.

Beukelman (Krage) moved to recommend to the City Council approval of this item.
Motion Carried. 5-0 (Yes: Ross, Krage, Stewart, Beukelman, Geary/No:0/Abstained:0)

Findings of Fact:

- 1) The AG zoning district has a minimum lot size of 20 acres;
- 2) The proposal will allow for development of residential property;
- 3) The applicant's proposal conforms to the minimum Municipal Code requirements.

Recommended Conditions of Approval:

- 1) None.

DISCUSSION:

See Analysis

FINANCIAL IMPACT:

N/A

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility: Economic Opportunity.
Focus Area: Expand Development Opportunities and Grow Sioux City.
#3 Grow a vibrant and balanced economy.

ALTERNATIVES:

None.

ATTACHMENTS:

Attachment A: Ordinance
Attachment B: General Area Map
Attachment C: Notification Map
Attachment D: Application

BACKGROUND REPORT:

The City has received a request from Sean Ring, petitioner, to rezone a 10.15 acre tract of land located at 5600 41st Street. The proposal will allow for the petitioner to subdivide the parcel and sell 3 acres to his brother. A general area map is enclosed for your review.

ANALYSIS:

As stated, the petitioner is requesting rezoning of the property located at 5600 41st Street from AG to RR to allow for subdivision into 3 acre and 7 acre parcels. The current AG zoning requires a 20 acre minimum lot, so subdivision of the property requires rezoning.

The petitioner, Sean Ring, is currently purchasing the property. The current property owner signed the application. The petitioner wishes to subdivide 3 acres in the northwest corner of the lot to sell to his brother. Both parcels will have frontage on 41st Street and would be legal conforming lots upon rezoning.

Staff did receive one concern from an abutting property owner regarding the existing drive into the property. Currently, the existing driveway is shared by 3 abutting properties. The petitioner is intending to front the new parcel off 41st Street, and would gain access off 41st Street and not use the joint access driveway.

EXISTING ZONING AND LAND USE:

AG ; Single Family Residential Acreage

EXISTING ZONING REQUIREMENTS:

The AG district is meant for the preservation and continuation of agricultural use of land around the periphery and on the fringes of the City limits where infrastructure is not available and urban development is premature or inappropriate.

PROPOSED ZONING REQUIREMENTS:

The RR district developed as the Ranchette type is meant for the subdivision of small acreages that have a high percentage of open space to maintain rural character. This neighborhood type allows subdivision with on-site utilities.

SURROUNDING ZONING AND LAND USE:

North: AG ; Single Family Residential Acreage
South: AG ; Single Family Residential Acreage
East: AG ; Single Family Residential Acreage

West: AG ; Vacant

DEPARTMENT COMMENTS

No comments.

COMPREHENSIVE PLAN:

The 2005 Comprehensive Plan indicates this area as "Rural Residential". "Rural Residential" is defined as areas where development is not provided nor planned to receive urban level services. This category provides for large-lot residential development where a full range of municipal services may not be available and is usually in areas that are not prime agricultural resources or conservation areas.

URBAN RENEWAL / URBAN REVITALIZATION / TIF:

The subject property is located in the city-wide urban revite area.

SUBAREA / CORRIDOR PLAN:

The subject property is not located in a subarea or corridor plan..

FLOOD PLAIN:

A portion of the subject property is located in the A flood zone.

CITIZEN RESPONSE:

Six notices were sent within the required timeframe. One response was received regarding access.

ATTACHMENT A
ORDINANCE NO. 2015-_____

ORDINANCE REZONING 5600 41st STREET FROM ZONE CLASSIFICATION AG (AGRICULTURE, 20 ACRES PER UNIT MINIMUM) TO ZONE CLASSIFICATION RR (RURAL RESIDENTIAL, 2 ACRES PER UNIT MINIMUM)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: That the City Council has conducted a public hearing on this proposed rezoning.

Section 2: That Ordinance No. 2015-0215, as amended, also known and identified as the Sioux City Zoning and Sign Ordinance, is hereby amended by adding thereto the following to be known as Section 25.02.030.1284 of said Ordinance No. 2015-0215 as amended:

25.02.030.1284: The following described real property shall be changed FROM Zone Classification AG (Agriculture, 20 acres per unit minimum) TO Zone Classification RR (Rural Residential, 2 acres per unit minimum):

The north Seven Hundred ten feet of the west six hundred sixty feet of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 12, Township Eight Nine North, Range Forty Seven, West of the Fifth Principal Meridian, in the County of Woodbury and State of Iowa and extending to the center line of abutting right-of-way.

Section 3: That the boundaries of zones as shown on the official zoning map on file in the Planning Division office of the City of Sioux City, Iowa, is hereby modified and corrected in accordance herewith, and said map and all information shown thereon shall be as much a part of this Ordinance as though all the matters and information set forth in said map were here fully set forth herein.

Section 4: That all Ordinances, or part of Ordinances, in conflict herewith are to the extent of such conflict hereby repealed.

Section 5: That this Ordinance shall be and become effective upon its passage, approval and publication as by law provided.

PASSED BY THE CITY COUNCIL ON, AND APPROVED ON: _____

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Office of the City Clerk, City of Sioux City, Iowa: State of Iowa, Woodbury County, ss:

The undersigned does hereby certify the foregoing is a correct copy of Ordinance No. 2015-_____ adopted by the City Council of Sioux City on _____, 2015. Signed this _____ day of _____, 2015.

Lisa L. McCardle, City Clerk

I hereby certify that a summary of the foregoing was published in the Sioux City Journal on _____.

Lisa L. McCardle, City Clerk

ORDINANCE REZONING 5600 41st STREET FROM ZONE CLASSIFICATION AG (AGRICULTURE, 20 ACRES PER UNIT MINIMUM) TO ZONE CLASSIFICATION RR (RURAL RESIDENTIAL, 2 ACRES PER UNIT MINIMUM)

This is a summary of Ordinance Number 2015-_____ passed by the Sioux City City Council on _____, 2015 and is effective today. A complete copy of the ordinance is available at the office of the City Clerk in City Hall, 405 6th Street, Sioux City, Iowa, Monday through Friday, 8:00 a.m. to 4:30 p.m. This ordinance rezones the following described property within the City of Sioux City, Woodbury County, Iowa, from Zone Classification AG (Agriculture, 20 acres per unit minimum) to Zone Classification RR (Rural Residential, 2 acres per unit minimum):

The north Seven Hundred ten feet of the west six hundred sixty feet of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 12, Township Eight Nine North, Range Forty Seven, West of the Fifth Principal Meridian, in the County of Woodbury and State of Iowa and extending to the center line of abutting right-of-way.

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal _____, 2015.

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT
TO SIOUX CITY ZONING AND SIGN ORDINANCE**

Notice is hereby given that at 4:00 P.M., Local Time, or as soon thereafter as the matter may be considered on August 24, 2015, in the Council Chambers, Room 504, City Hall, 405 6th Street, Sioux City, Iowa, there will be conducted a public hearing by the City Council on the proposed amendment to the Zoning and Sign Ordinance of the City of Sioux City, Iowa, proposing the following change:

25.02.030.1284: The following described real property shall be changed FROM Zone Classification AG (Agriculture, 20 acres per unit minimum) TO Zone Classification RR (Rural Residential, 2 acres per unit minimum):

The north Seven Hundred ten feet of the west six hundred sixty feet of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 12, Township Eight Nine North, Range Forty Seven, West of the Fifth Principal Meridian, in the County of Woodbury and State of Iowa and extending to the center line of abutting right-of-way.

(5600 41st Street) (2015-0052)

At said hearing parties in interest and citizens will have an opportunity to be heard in relation to said proposed amendment and change.

CITY OF SIOUX CITY, IOWA

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal August 17, 2015.

ATTACHMENT B



GENERAL AREA MAP

ATTACHMENT C



NOTIFICATION MAP

ATTACHMENT D

CITY OF SIOUX CITY

Applicant Profile Form

(Complete along with the appropriate application form. Not required with the Design Review Committee Request Form)

Planning Division
Room 308
405 6th Street
P.O. Box 447
Sioux City, IA 51102-0447



Before completing, read the entire Applicant Profile Form and related application. A pre-application conference is **required** for all applications for cluster, mixed housing, and planned neighborhoods; traditional neighborhood development, as well as applications for development in the Airport Protection (AP), Casino Entertainment (CE), Historic Area (HA), and Public Institutional (PI) zoning districts. However, pre-application conferences may be requested for any development type.

PETITIONER/APPLICANT INFORMATION

Name: Sean Ring
Street Address: 13th St 33rd Street
City: S. Sioux City State: NE ZIP: 68776
Phone: 712-635-1008 E-mail Address: Sean.Ring@chsinc.com
Petitioner's interest in the property: Owner Contract Buyer Architect Engineer Other: Buyer

PROPERTY OWNER (IF DIFFERENT)

Name: Marvin D Mitchell
Street Address: 5600 41st
City: Sioux City State: Iowa ZIP: 51108
Phone: 712-490-0255 E-mail Address: MDMNCKM@MSN.COM

LEGAL DESCRIPTION (IF LEGAL IS TOO LONG, NOTE BELOW AND ATTACH TO THE APPLICATION)

PLANNING AND ZONING DIVISION REQUESTS

Approvals are issued by the City after compliance with the requirements of the Zoning and Sign Code is determined. A determination is made by the Planning and Zoning Commission, Board of Adjustment, Administrator, or City Council upon recommendation of City staff, Boards, or Commissions. A full list of permits and approval procedures are listed in *Subchapter 25.06-B Permits and Procedures of the Code*.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Vacation | <input type="checkbox"/> Site Plan / Development Concept Plan | <input type="checkbox"/> Conditional/Limited Use Permit | <input type="checkbox"/> Certificate of Appropriateness |
| <input checked="" type="checkbox"/> Zone Change | <input type="checkbox"/> Major changes to a Site/Concept Plan | <input type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Designation of Historic Site/Landmark |
| <input type="checkbox"/> Sign Permit | <input type="checkbox"/> Minor Changes to a Site/Concept Plan | <input type="checkbox"/> Appeal | <input type="checkbox"/> Accessory Dwelling Unit |
| <input type="checkbox"/> Minor Modification | <input type="checkbox"/> Zoning Compliance Certificate | <input type="checkbox"/> Variance | <input type="checkbox"/> Avigation Permit |
| <input type="checkbox"/> Right-of-Way Encroachment | <input type="checkbox"/> Sign Design Program | | <input type="checkbox"/> Interchange Development |
| <input type="checkbox"/> Text Amendment | <input type="checkbox"/> Interpretation | | <input type="checkbox"/> Preliminary/Final Plat |

SIGNATURE

Property Owner's Signature: *Marvin D Mitchell* Application Date: 7-20-15

*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/siouxcity-ia/index.aspx>. See *Subsection 25.06.070* for the complete review procedures.

For Office Use Only

File Number:

Staff Reviewer:

CITY OF SIOUX CITY

Application for a Zone Change (Includes Restricted Use Overlay Districts)

(Complete along with the Applicant Profile Form)

Planning Division
Room 308
405 6th Street
P.O. Box 447
Sioux City, IA 51102-0447



SUBJECT PROPERTY INFORMATION

Owner	Marvin Mitchell		
Street Address	5600 41 st		
Current Zoning District	ag	Proposed Zoning District	RR
Existing Use		Proposed Use	

WRITTEN STATEMENT OF REQUEST

Describe the need and justification for the proposed zone change, including the conformity of the proposal with the Comprehensive Plan. (Refer to Subsection 25.06.090.15 Zone Change (Map Amendment, Including Restricted Use Planned Developments) of the Sioux City Zoning and Sign Code):

I would like to section up to 3 acres to my brother so he can build a house.

INFORMATION CHECKLIST

- N/A A survey by a Certified Land Surveyor licensed in the State of Iowa if necessary to describe the property.
- A general area map or site plan showing the area requested to be rezoned.
- Completed Applicant Profile Form.
- A filing fee of \$350.
- N/A A zone change to a Historic Area District requires an application for a Local Historic District or Landmark for review by the Historic Preservation Commission and State Historic Preservation Office prior to approving the request.
- N/A Other information as requested by the Administrator prior to submittal of the application, including whether a Restricted Use Overlay District is required (Subsection 25.06.090.13 Restricted Use Overlay District):

SIGNATURE

Owner/Petitioner's Signature: Marvin W Mitchell Application Date: 2-20-15

*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/siouxcity-ia/index.aspx>

For Office Use Only

File Number:

Staff Reviewer:

APPLICATION

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 14

FROM: Jeff Hanson, Community Development Operations Manager (CNC)

SUBJECT: **Hearing and Ordinance vacating the east/west alley adjacent to 1314 S. Paxton Street. (Petitioner: Britain Ragar). The Planning and Zoning Commission recommends approval of this item. (File No. 2015-0053).**

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests City Council approve the requested vacation, subject to the following findings.

Planning Commission:

Agenda Item 2015-0053: Requested vacation of the east-west alley adjacent to the property at 1314 S. Paxton Street. (Petitioner: Britain Ragar).

Stewart (Beukelman) moved to recommend to the City Council approval of this item. Motion Carried 4-0. (Yes: Ross, Stewart, Beukelman, Geary/No:0/Abstained: Krage)

Findings of Fact:

- 1) The subject vacation is not improved;
- 2) The subject vacation is not used in the transportation system;
- 3) The applicant's proposal conforms to the minimum Municipal Code requirements.

Recommended Conditions of Approval:

- 1) None

DISCUSSION:

See Analysis

FINANCIAL IMPACT:

N/A

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility: Quality of Life.
Focus Area: Enhance Public/Private Partnerships.

ALTERNATIVES:

None.

ATTACHMENTS:

Attachment A: Ordinance

Attachment B: General Area Map

Attachment C: Site Photos

Attachment D: Application

BACKGROUND REPORT:

The City has received a request from Britain Ragar, petitioner, to vacate a 2,436 square foot tract of land located adjacent to the property at 1314 S. Paxton Street. The proposal will allow the petitioner to add the alley to his property. A general area map is attached for your review.

At the Planning and Zoning Commission meeting on August 11, 2015 the property owner at 1316 S. Paxton Street spoke on the item regarding the location of the vacation. The property owner stated he would like to purchase the half of the alley adjacent to his property. It is standard city policy to offer half of vacated property to each adjacent property owner.

ANALYSIS:

As stated, the petitioner is requesting to vacate the portion of an east-west alley adjacent to property at 1314 S. Paxton Street. The petitioner would like to add the alley to his property.

The following criteria are used to determine whether to vacate rights-of-way:

- *Cities may vacate streets and alleys but must consider the interests of the public.*
The subject alley does not provide direct access to any properties. No responses were received from the notices sent.
- *Streets and alleys should not be vacated for the benefit of private persons if it will probably seriously inconvenience the public.*
The subject vacation is unimproved and not used in the transportation system. Topology and a retaining wall limit the alley from extending through to S. Paxton Street.
- *The vacation of a street or alley should not deprive the complaining property owner of convenient and reasonable access to or from his property to a substantial degree.*
There have been no complaining property owners.
- *The City Council must determine whether the street or alley is necessary for public use and convenience and whether they are sufficiently traveled to justify maintenance at public expense.*
The subject vacation is not improved or traveled on.
- *The right to reasonable ingress and egress to abutting properties may not be totally destroyed; however, as long as one reasonable means of ingress and egress to a lot remains it is not so adversely affected.*
The subject vacation does not eliminate access to any abutting properties. A passable north-south alley exists on the block which provides rear yard access to all properties.
- *Non-abutting owners have far less standing to challenge a vacation.*
No comments were received from non-abutting property owners.

EXISTING ZONING AND LAND USE:

NC.4; Single-family dwelling

EXISTING ZONING REQUIREMENTS:

The NC.4 district is meant for a variety of housing types in a mixed housing neighborhood.

SURROUNDING ZONING AND LAND USE:

North: NC.4; Single-family dwelling

South: NC.4; Single-family dwelling

East: NC.4; Single-family dwelling

West: NC.4; Single-family dwelling

DEPARTMENT COMMENTS

Engineering Department: No comments.

MidAmerican Energy: MEC has facilities here to serve other customers, and requests for rights to remain, and allow access for future access. Consistent with the franchise and in order to ensure MidAmerican continues to have the rights to serve customers in the vacated area, any deed from the city should authorize MidAmerican to continue to maintain its facilities and should not be limited to allowing MidAmerican to retain its existing facilities in the vacated area.

COMPREHENSIVE PLAN:

The 2005 Comprehensive Plan indicates this area as “Urban Residential”. “Urban Residential” is defined as older areas of higher density where infill and redevelopment are in forms and densities similar to existing urban development types and densities within these areas. This category may include a mixture of housing styles and types including single family, townhomes, duplexes, and apartment houses.

URBAN RENEWAL / URBAN REVITALIZATION / TIF:

The subject property is not located in an urban renewal or TIF district.

SUBAREA / CORRIDOR PLAN:

The subject property is not located in a subarea or corridor plan.

FLOOD PLAIN:

The subject property is not located in a flood plain.

CITIZEN RESPONSE:

Thirty-one notices were sent within the required timeframe. One phone call was received wanting more information.

ATTACHMENT A: Ordinance

Prepared by: Nicole Jensen-Harris, P.O. Box 447, Sioux City, Iowa 51102 Telephone No. (712) 279-6318

After recording return to: City of Sioux City, Iowa, P.O. Box 447, Sioux City, Iowa 51102

ORDINANCE NO. 2015-_____

ORDINANCE VACATING THE EAST/WEST ALLEY ADJACENT TO 1314 S. PAXTON STREET.

WHEREAS, the City of Sioux City, Iowa, owns and has heretofore dedicated the following described public right-of-way within the City of Sioux City, Woodbury County, Iowa, legally described as follows:

All of the east/west alley abutting Lots 12 and 13, Block 6, Rederich's, an Addition to Sioux City, Woodbury County, Iowa. Contains 2,436.64 square feet, more or less; and

WHEREAS, the Sioux City Planning and Zoning Commission has conducted a hearing on the proposed vacation and submitted a recommendation to the City Council relative thereto; and

WHEREAS, the City Council has conducted a public hearing on the proposed vacation of the above described property; and

WHEREAS, the City Council finds that said property is no longer necessary for public use and of no benefit to the public and there is no reason to believe that the same will be necessary for use by the public in the future and that vacation thereof will be for the public good.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: That the above described public right-of-way located within the City of Sioux City, Woodbury County, Iowa, be, and the same is hereby vacated.

Section 2: That any and all other ordinances of the City of Sioux City, Woodbury County, Iowa, in conflict herewith, be, and the same are to the extent of such conflict hereby repealed.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and publication as by law provided.

PASSED BY THE CITY COUNCIL ON, AND APPROVED ON: _____

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Office of the City Clerk, City of Sioux City, Iowa: State of Iowa, Woodbury County, ss:

The undersigned does hereby certify the foregoing is a correct copy of Ordinance No. 2015-_____ adopted by the City Council of Sioux City on _____, 2015.
Signed this _____ day of _____, 2015.

Lisa L. McCardle, City Clerk

I hereby certify that a summary of the foregoing was published in the Sioux City Journal on _____.

Lisa L. McCardle, City Clerk

ORDINANCE VACATING THE EAST/WEST ALLEY ADJACENT TO 1314 S.
PAXTON STREET.

This is a summary of Ordinance Number 2015-_____ passed by the Sioux City City Council on _____, 2015 and is effective today. A complete copy of the ordinance is available at the office of the City Clerk in City Hall, 405 6th Street, Sioux City, Iowa, Monday through Friday, 8:00 a.m. to 4:30 p.m. This ordinance vacates the following described public right of way within the City of Sioux City, Woodbury County, Iowa:

All of the east/west alley abutting Lots 12 and 13, Block 6, Rederich's, an Addition to Sioux City, Woodbury County, Iowa. Contains 2,436.64 square feet, more or less

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal _____, 2015.

**NOTICE OF HEARING ON PROPOSAL TO VACATE PUBLIC
RIGHT-OF-WAY OWNED BY CITY OF SIOUX CITY**

NOTICE is hereby given that there is now on file in the office of the City Clerk located at the Customer Service Center on First Floor of City Hall, 405 6th Street, Sioux City, Iowa, an Ordinance under and by virtue of which it is proposed to vacate the following described real estate in Sioux City, Iowa:

All of the east/west alley abutting Lots 12 and 13, Block 6, Rederich's, an Addition to Sioux City, Woodbury County, Iowa. Contains 2,436.64 square feet, more or less

(The east/west alley adjacent to 1314 S. Paxton Street) (2015-0053)

That said Ordinance and proposal to vacate said real estate will come on for final hearing and action before the City Council in the Council Chambers, Room 504, City Hall, 405 6th Street, Sioux City, Iowa, on August 24, 2015, at the council meeting commencing at 4:00 P.M., Local Time, or as soon thereafter as the matter may be considered. At said hearing interested persons may appear and be heard for or against said proposed vacation.

CITY OF SIOUX CITY, IOWA

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal August 17, 2015

ATTACHMENT B



ATTACHMENT C: Site Photos



Looking east on S. Paxton Street



Looking west at subject vacation

ATTACHMENT D: Application

CITY OF SIOUX CITY

Applicant Profile Form

(Complete along with the appropriate application form)

Planning Division
Room 308
405 6th Street
P.O. Box 447
Sioux City, IA 51102-0447



Before completing, read the entire Applicant Profile Form and related application. A pre-application conference is **required** for all applications for cluster, mixed housing, and planned neighborhoods; traditional neighborhood development, as well as applications for development in the Airport Protection (AP), Casino Entertainment (CE), Historic Area (HA), and Public Institutional (PI) zoning districts. However, pre-application conferences may be requested for any development type.

PETITIONER/APPLICANT INFORMATION

Name: Britain Ragar
Street Address: 317 E 17th Ave
City: Bellevue State: NE ZIP: 68005
Phone: 712 898 2836 E-mail Address: ragarbm@gmail.com
Petitioner's interest in the property: Owner Contract Buyer Architect Engineer Other:

PROPERTY OWNER (IF DIFFERENT)

Name: _____
Street Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ E-mail Address: _____

LEGAL DESCRIPTION (IF LEGAL IS TOO LONG, NOTE BELOW AND ATTACH TO THE APPLICATION)

Lot Thirteen (13) Block Six (6) Roderich's Addition to Sioux City, Woodbury County, Iowa.

PLANNING AND ZONING DIVISION REQUESTS

Approvals are issued by the City after compliance with the requirements of the Zoning and Sign Code is determined. A determination is made by the Planning and Zoning Commission, Board of Adjustment, Administrator, or City Council upon recommendation of City staff, Boards, or Commissions. A full list of permits and approval procedures are listed in *Subchapter 25.06-B Permits and Procedures of the Code*.

- | | | | |
|--|---|---|--|
| <input checked="" type="checkbox"/> Vacations | <input type="checkbox"/> Site Plan / Development Concept Plan | <input type="checkbox"/> Conditional/Limited Use Permit | <input type="checkbox"/> Certificate of Appropriateness |
| <input type="checkbox"/> Zone Change | <input type="checkbox"/> Major changes to a Site/Concept Plan | <input type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Designation of Historic Site/Landmark |
| <input type="checkbox"/> Sign Permit | <input type="checkbox"/> Minor Changes to a Site/Concept Plan | <input type="checkbox"/> Appeal | <input type="checkbox"/> Accessory Dwelling Unit |
| <input type="checkbox"/> Minor Modification | <input type="checkbox"/> Zoning Compliance Certificate | <input type="checkbox"/> Variance | <input type="checkbox"/> Avigation Permit |
| <input type="checkbox"/> Right-of-Way Encroachment | <input type="checkbox"/> Sign Design Program | | <input type="checkbox"/> Interchange Development |
| <input type="checkbox"/> Text Amendment | <input type="checkbox"/> Interpretation | | <input type="checkbox"/> Preliminary/Final Plat |

SIGNATURE

Owner/Petitioner's Signature:  Application Date: 21 July 2015

*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/reg/siouxcity-ia/index.aspx>. See *Subsection 25.06.070* for the complete review procedures.

For Office Use Only

File Number: 2015-0053

Staff Reviewer: CNC

CITY OF SIOUX CITYApplication for a Vacation or Easement of Public Ground
(Complete along with the Applicant Profile Form)Planning Division
Room 308
405 6th Street
P.O. Box 447
Sioux City, IA 51102-0447**SUBJECT PROPERTY INFORMATION**

Owner: Britain Ragar
 Street Address: 1314 S Paxton St Sioux City IA 51106
 Zoning District: 35 Lot Area: 13 block 6 Rederich's Addition
 Existing Use: Single family home

REQUEST

Requested Approval: Vacation of public ground (\$275 filing fee) Easement of public ground (\$275 filing fee) Easement clearing title (\$300 filing fee)
 Existing Use: Public street Public alley Other public ground

WRITTEN STATEMENT OF REQUEST

Describe the reason for requesting a vacation or easement, including why the subject property is not needed for the public:

I would like to vacate the alley south of my property in order to accommodate my future building plans. The alley is currently not being used and has an approximate 6' drop off on the west side towards S Paxton. As it currently is a vehicle could not pass through any way.

INFORMATION CHECKLIST

- ~~to N/A~~ A survey by a Certified Land Surveyer licensed in the State of Iowa if necessary to describe the property.
- A completed offer to purchase and contact information of purchaser if requesting vacation.
- A general area map showing the subject area and request.
- Completed Applicant Profile Form
- Filing fee of \$275 for vacations and easements, \$300 for an easement clearing title.

SIGNATURE

Owner/Petitioner's Signature:  Application Date: 21 July 2015

*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/sioux-city-ia/index.aspx>

For Office Use Only

File Number: 2015-0053

Staff Reviewer: CJK

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 15

FROM: Jeff Hanson, Community Development Operations Manager (CNC)

SUBJECT: **Hearing and Ordinance vacating the north/south alley adjacent to 4815 Correctionville Road. (Petitioner: Darin Rathe). The Planning and Zoning Commission recommends approval of this item. (File No. 2015-0049).**

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests City Council approve the requested vacation, subject to the following findings.

Planning Commission:

Agenda Item 2015-0049: Requested vacation of the north-south alley adjacent to the property at 4815 Correctionville Road. (Petitioner: Darin Rathe).

Stewart (Krage) moved to recommend to the City Council approval of this item.

Motion Carried. 5-0 (Yes: Ross, Krage, Stewart, Beukelman, Geary / No: 0 / Abstained 0)

Findings of Fact:

- 1) The surrounding parcels are undeveloped;
- 2) The subject vacation is not improved;
- 3) The subject vacation is not used in the transportation system;
- 4) The applicant's proposal conforms to the minimum Municipal Code requirements.

Recommended Conditions of Approval:

- 1) None

DISCUSSION:

See Analysis

FINANCIAL IMPACT:

N/A

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility: Quality of Life.

Focus Area: Enhance Public/Private Partnerships.

ALTERNATIVES:

None.

ATTACHMENTS:

Attachment A: Ordinance

Attachment B: General Area Map

Attachment C: Site Photos

Attachment D: Application

BACKGROUND REPORT:

The City has received a request from Darin Rathe, petitioner, to vacate a 6,400 square foot tract of land located adjacent to property at 4815 Correctionville Road. The proposal will allow for the petitioner to combine parcels to build a house. A general area map is attached for your review.

At the Planning and Zoning Commission meeting on August 11, 2015 no one spoke in opposition to the requested vacation.

ANALYSIS:

As stated, the petitioner is requesting to vacate the portion of a north-south alley adjacent to property at 4815 Correctionville Road. The petitioner would like to add the alley to his property.

The following criteria are used to determine whether to vacate rights-of-way:

- *Cities may vacate streets and alleys but must consider the interests of the public.*
The subject alley does not provide direct access to any properties. No responses were received from the notices sent.
- *Streets and alleys should not be vacated for the benefit of private persons if it will probably seriously inconvenience the public.*
The subject vacation is unimproved and not used in the transportation system.
- *The vacation of a street or alley should not deprive the complaining property owner of convenient and reasonable access to or from his property to a substantial degree.*
There have been no complaining property owners.
- *The City Council must determine whether the street or alley is necessary for public use and convenience and whether they are sufficiently traveled to justify maintenance at public expense.*
The subject vacation is not improved or traveled on. There are no overhead utility lines within the subject vacation.
- *The right to reasonable ingress and egress to abutting properties may not be totally destroyed; however, as long as one reasonable means of ingress and egress to a lot remains it is not so adversely affected.*
The subject vacation does not eliminate access to any abutting properties.
- *Non-abutting owners have far less standing to challenge a vacation.*
No comments were received from non-abutting property owners.

EXISTING ZONING AND LAND USE:

NC.2; Vacant

EXISTING ZONING REQUIREMENTS:

The NC.2 district is meant for low density, single-family detached neighborhoods on moderate sized lots.

SURROUNDING ZONING AND LAND USE:

North: AG; Vacant

South: NC.2; Vacant

East: NC.2; Vacant

West: NC.2; Single-family dwelling

DEPARTMENT COMMENTS

Engineering Department: No comments.

MidAmerican Energy: No comments.

COMPREHENSIVE PLAN:

The 2005 Comprehensive Plan indicates this area as “Suburban Residential”. “Suburban Residential” is defined as development consistent with contemporary design practices that are sensitive to existing environmental characteristics of the location.

URBAN RENEWAL / URBAN REVITALIZATION / TIF:

The subject property is not located in an urban renewal or TIF district.

SUBAREA / CORRIDOR PLAN:

The subject property is not located in a subarea or corridor plan.

FLOOD PLAIN:

The subject property is not located in a flood plain.

CITIZEN RESPONSE:

Seven notices were sent within the required timeframe. No responses were received.

ATTACHMENT A: Ordinance

Prepared by: Nicole Jensen-Harris, P.O. Box 447, Sioux City, Iowa 51102 Telephone No. (712) 279-6318

After recording return to: City of Sioux City, Iowa, P.O. Box 447, Sioux City, Iowa 51102

ORDINANCE NO. 2015-_____

ORDINANCE VACATING THE NORTH/SOUTH ALLEY ADJACENT TO 4815
CORRECTIONVILLE ROAD

WHEREAS, the City of Sioux City, Iowa, owns and has heretofore dedicated the following described public right-of-way within the City of Sioux City, Woodbury County, Iowa, legally described as follows:

All of the north/south alley abutting Lots 1 through 16, Block 3, Cullinan Heights, an Addition to Sioux City, Woodbury County, Iowa. Contains 6,400 square feet, more or less; and

WHEREAS, the Sioux City Planning and Zoning Commission has conducted a hearing on the proposed vacation and submitted a recommendation to the City Council relative thereto; and

WHEREAS, the City Council has conducted a public hearing on the proposed vacation of the above described property; and

WHEREAS, the City Council finds that said property is no longer necessary for public use and of no benefit to the public and there is no reason to believe that the same will be necessary for use by the public in the future and that vacation thereof will be for the public good.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: That the above described public right-of-way located within the City of Sioux City, Woodbury County, Iowa, be, and the same is hereby vacated.

Section 2: That any and all other ordinances of the City of Sioux City, Woodbury County, Iowa, in conflict herewith, be, and the same are to the extent of such conflict hereby repealed.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and publication as by law provided.

PASSED BY THE CITY COUNCIL ON, AND APPROVED ON: _____

Robert E. Scott, Mayor

ATTEST: _____

Lisa L. McCardle, City Clerk

Office of the City Clerk, City of Sioux City, Iowa: State of Iowa, Woodbury County, ss:

The undersigned does hereby certify the foregoing is a correct copy of Ordinance No. 2015-_____ adopted by the City Council of Sioux City on _____, 2015.
Signed this _____ day of _____, 2015.

Lisa L. McCardle, City Clerk

I hereby certify that a summary of the foregoing was published in the Sioux City Journal on _____.

Lisa L. McCardle, City Clerk

ORDINANCE VACATING THE NORTH/SOUTH ALLEY ADJACENT TO 4815
CORRECTIONVILLE ROAD.

This is a summary of Ordinance Number 2015-_____ passed by the Sioux City City Council on _____, 2015 and is effective today. A complete copy of the ordinance is available at the office of the City Clerk in City Hall, 405 6th Street, Sioux City, Iowa, Monday through Friday, 8:00 a.m. to 4:30 p.m. This ordinance vacates the following described public right of way within the City of Sioux City, Woodbury County, Iowa:

All of the north/south alley abutting Lots 1 through 16, Block 3, Cullinan Heights, an Addition to Sioux City, Woodbury County, Iowa. Contains 6,400 square feet, more or less

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal _____, 2015.

**NOTICE OF HEARING ON PROPOSAL TO VACATE PUBLIC
RIGHT-OF-WAY OWNED BY CITY OF SIOUX CITY**

NOTICE is hereby given that there is now on file in the office of the City Clerk located at the Customer Service Center on First Floor of City Hall, 405 6th Street, Sioux City, Iowa, an Ordinance under and by virtue of which it is proposed to vacate the following described real estate in Sioux City, Iowa:

All of the north/south alley abutting Lots 1 through 16, Block 3, Cullinan Heights, an Addition to Sioux City, Woodbury County, Iowa. Contains 6,400 square feet, more or less

(The north/south alley adjacent to 4815 Correctionville Road) (2015-0049)

That said Ordinance and proposal to vacate said real estate will come on for final hearing and action before the City Council in the Council Chambers, Room 504, City Hall, 405 6th Street, Sioux City, Iowa, on August 24, 2015, at the council meeting commencing at 4:00 P.M., Local Time, or as soon thereafter as the matter may be considered. At said hearing interested persons may appear and be heard for or against said proposed vacation.

CITY OF SIOUX CITY, IOWA

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal August 17, 2015

ATTACHMENT B



ATTACHMENT C: Site Photos



Looking Southeast on Palmetto Street



Looking East on Palmetto Street

ATTACHMENT D: Application

CITY OF SIOUX CITY

Applicant Profile Form

(Complete along with the appropriate application form)

Planning Division
Room 308
405 6th Street
P.O. Box 447
Sioux City, IA 51102-0447



Before completing, read the entire Applicant Profile Form and related application. A pre-application conference is **required** for all applications for cluster, mixed housing, and planned neighborhoods; traditional neighborhood development, as well as applications for development in the Airport Protection (AP), Casino Entertainment (CE), Historic Area (HA), and Public Institutional (PI) zoning districts. However, pre-application conferences may be requested for any development type.

PETITIONER/APPLICANT INFORMATION

Name	Darin Rathe				
Street Address	5200 Correctionville Rd.				
City	Sioux City	State	IA	ZIP	51106
Phone	(712) 226-2775		E-mail Address		
Petitioner's interest in the property	Owner <input checked="" type="checkbox"/>	Contract Buyer <input type="checkbox"/>	Architect <input type="checkbox"/>	Engineer <input type="checkbox"/>	Other:

PROPERTY OWNER (IF DIFFERENT)

Name					
Street Address					
City		State		ZIP	
Phone			E-mail Address		

LEGAL DESCRIPTION (IF LEGAL IS TOO LONG, NOTE BELOW AND ATTACH TO THE APPLICATION)

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PLANNING AND ZONING DIVISION REQUESTS

Approvals are issued by the City after compliance with the requirements of the Zoning and Sign Code is determined. A determination is made by the Planning and Zoning Commission, Board of Adjustment, Administrator, or City Council upon recommendation of City staff, Boards, or Commissions. A full list of permits and approval procedures are listed in *Subchapter 25.06-B Permits and Procedures of the Code*.

<input checked="" type="checkbox"/> Vacation	<input type="checkbox"/> Site Plan / Development Concept Plan	<input type="checkbox"/> Conditional/Limited Use Permit	<input type="checkbox"/> Certificate of Appropriateness
<input type="checkbox"/> Zone Change	<input type="checkbox"/> Major changes to a Site/Concept Plan	<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Designation of Historic Site/Landmark
<input type="checkbox"/> Sign Permit	<input type="checkbox"/> Minor Changes to a Site/Concept Plan	<input type="checkbox"/> Appeal	<input type="checkbox"/> Accessory Dwelling Unit
<input type="checkbox"/> Minor Modification	<input type="checkbox"/> Zoning Compliance Certificate	<input type="checkbox"/> Variance	<input type="checkbox"/> Avigation Permit
<input type="checkbox"/> Right-of-Way Encroachment	<input type="checkbox"/> Sign Design Program		<input type="checkbox"/> Interchange Development
<input type="checkbox"/> Text Amendment	<input type="checkbox"/> Interpretation		<input type="checkbox"/> Preliminary/Final Plat

SIGNATURE

Owner/Petitioner's Signature:	<i>Darin Rathe</i>	Application Date:	7-16-2015
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*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/siouxcity-ia/index.aspx>. See *Subsection 25.06.070* for the complete review procedures.

For Office Use Only

File Number: 2015-0049

Staff Reviewer: LNC

CITY OF SIOUX CITY

Application for a Vacation or Easement of Public Ground
(Complete along with the Applicant Profile Form)

Planning Division
Room 308
405 6th Street
P.O. Box 447
Sioux City, IA 51102-0447



SUBJECT PROPERTY INFORMATION

Owner: *Darin Rathe*
Street Address: *4815 Correctionville Rd*
Zoning District: *N6.2* Lot Area:
Existing Use: *Vacant*

REQUEST

Requested Approval: Vacation of public ground (\$275 filing fee) Easement of public ground (\$275 filing fee) Easement clearing title (\$300 filing fee)
Existing Use: Public street Public alley Other public ground

WRITTEN STATEMENT OF REQUEST

Describe the reason for requesting a vacation or easement, including why the subject property is not needed for the public:

INFORMATION CHECKLIST

- N/A A survey by a Certified Land Surveyor licensed in the State of Iowa if necessary to describe the property.
- A completed offer to purchase and contact information of purchaser if requesting vacation.
- A general area map showing the subject area and request.
- Completed Applicant Profile Form
- Filing fee of \$275 for vacations and easements, \$300 for an easement clearing title.

SIGNATURE

Owner/Petitioner's Signature: *Darin Rathe* Application Date: *7-16-2015*

*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/siouxcity-ia/index.aspx>

For Office Use Only

File Number: *2015-0049*

Staff Reviewer: *CNC*

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: August 24, 2015 **ACTION ITEM #** 16

FROM: Jeff Hanson, Community Development Operations Manager (BDN)

SUBJECT: Resolution accepting and approving the final plat for “Green Avenue Addition, Plymouth County Iowa” located at 32314 Green Avenue in Plymouth County. (Petitioner: Steven Ohlerking.) The Planning and Zoning Commission recommends approval of this item. (File No. 2015-0050).

Reviewed By: Department Director Finance Department City Attorney City Manager

RECOMMENDATION:

Staff respectfully requests City Council approve the subject final plat, based on the following findings.

Agenda Item 2015-0050: Requested approval of Green Avenue Addition, a residential subdivision located north of the intersection of 325th Street and Green Avenue in Plymouth County. (Petitioner: Steven Ohlerking)

Ross (Beukelman) moved to recommend to the City Council approval of this item.
Motion Carried. 5-0 (Yes: Ross, Krage, Stewart, Beukelman, Geary/No:0/Abstained:0)

Findings of Fact:

- 1) The applicant’s proposal conforms to the minimum Municipal Code requirements.

Recommended Conditions of Approval:

- 1) Receipt of annexation agreement

DISCUSSION:

See Analysis

FINANCIAL IMPACT:

N/A

RELATIONSHIP TO STRATEGIC PLAN:

Focus Area: Expand Development Opportunities and Grow Sioux City

ALTERNATIVES:

None.

ATTACHMENTS:

Attachment A: Resolution
Attachment B: General Area Map
Attachment C: Plat
Attachment D: Remaining Access
Attachment E: Photos / Aerial Views
Attachment F: Application

BACKGROUND REPORT:

The City has received a request from Steven Ohlerking, petitioner, to approve the final plat of Green Avenue Addition, a three lot, 10.92 acre residential/agricultural subdivision located at 32314 Green Avenue, which is within the City of Sioux City's two-mile extraterritorial subdivision jurisdiction in unincorporated Plymouth County. A general area map is enclosed for your review.

ANALYSIS:

As stated, the petitioner is requesting final plat approval. About half of the northerly-most lot (Lot 1) is covered by the 100-year Perry Creek Flood Plain and is so noted on the plat. The farmstead also occupies the lot. The southerly-most Lot (Lot 3) contains a 66-foot wide ingress/egress easement along its south line.

The remaining Ohlerking property consists of 220+ acres. Staff was somewhat concerned that there would not be enough remaining access to allow that property to develop properly. However, after analyzing the property, staff noted a 100-foot wide access to Glacier Road on the south of Mr. Ohlerking's Property that when combined with the access easement being retained should provide adequate development access to the property.

24.10.040 (2) Notes: For extraterritorial subdivisions plats, an agreement signed by the property owner, binding future owners to petition for voluntary annexation of the property at such time as annexation becomes permissible under the State Code is required. It has not yet been received.

EXISTING ZONING AND LAND USE:

Plymouth County Zoning: SFR and agriculture

DEPARTMENT COMMENTS

No adverse comments

COMPREHENSIVE PLAN:

The 2005 Comprehensive Plan designates this area as Rural Residential

URBAN RENEWAL / URBAN REVITALIZATION / TIF:

The subject property is not located in an urban renewal area

SUBAREA / CORRIDOR PLAN:

The subject property is not located in an area studied for a subarea plan.

FLOOD PLAIN:

The subject property is not located in a flood plain (except for the northwest corner as noted above).

CITIZEN RESPONSE:

Six notices were sent within the required timeframe. One telephone response in opposition was received.

Attachment A:

RESOLUTION NO. 2015-_____

**RESOLUTION ACCEPTING AND APPROVING THE FINAL
PLAT FOR "GREEN AVENUE ADDITION, PLYMOUTH COUNTY IOWA"**

WHEREAS, the City of Sioux City did file with the City Clerk of the City of Sioux City, Iowa, a certain plat designated "Green Avenue Addition, Plymouth County Iowa"; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that said Final Plat for "Green Avenue Addition, Plymouth County Iowa" as hereto attached and forming part of this Resolution, be, and the same is hereby, accepted and approved, and the Mayor and the City Clerk are hereby directed to furnish to the proprietors a certified copy of this resolution, as required by law.

PASSED AND APPROVED: _____
Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Attachment B: General Area Map



Attachment C: Plat

AL FAGAN LAND SURVEYING P.C. P.O. BOX 858-MERRILL, IOWA 51038-PH. (712) 938-2228

Page 2 of 2

**A KIND SUBDIVISION PLAT
OF
GREEN AVENUE ADDITION
PALSBOY COUNTY, IOWA**

DESCRIPTIVE DESCRIPTION:

PART OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 47 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALLEN COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE N.W. CORNER OF SAID S.E. 1/4 OF THE S.E. 1/4; THENCE S. 89° 51' 57" W. ALONG THE NORTH LINE OF SAID S.E. 1/4 OF THE S.E. 1/4 FOR 229.27 FEET; THENCE S. 17° 17' 30" W. FOR 200.00 FEET; THENCE S. 0° 00' 00" W. FOR 67.71 FEET; THENCE S. 17° 17' 30" W. FOR 210.00 FEET; THENCE S. 89° 51' 57" W. FOR 200.00 FEET TO THE NORTH LINE OF A PLAT DESCRIBED IN A PLAT OF SURVEY RECORDED IN MISCELLANEOUS BOOK 22, PAGE 349 IN THE CLERK'S OFFICE RECORDER'S OFFICE; THENCE S. 49° 50' 45" W. ALONG AND NORTH LINE FOR 111.11 FEET TO THE N.W. CORNER OF SAID PARCEL AND THE WEST CORNER OF SAID S.E. 1/4 OF THE S.E. 1/4; THENCE S. 07° 00' 00" W. ALONG SAID WEST LINE FOR 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 20.70 ACRES INCLUDING COUNTY RIGHT OF WAY AND 20.11 ACRES INCLUDING ROAD RIGHT OF WAY. BEING TO AND TOGETHER WITH ANY AND ALL EASEMENTS, INTERESTS AND CONTINGENCIES.

NOTE: THE ROAD EASEMENT SAID S.E. 1/4 OF THE S.E. 1/4 IS ASSIGNED TO BEAR BURDEN.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT HAS BEEN MADE AND THE NECESSARY STATE WORK HAS BEEN DONE BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE IOWA SURVEYING ACT AND THE LAWS OF THE STATE OF IOWA.

ALAN L. FAGAN (Signature)
7-12-15 (Date)
IOWA (State)



OWNERS/SUBDIVIDERS
ALAN L. FAGAN
RANGE 2 WESTERCOAST

SURVEYOR
ALAN L. FAGAN

BUILDING SETBACKS
50' FROM CORNER S.O.W.
50' FROM CORNER N.O.W.
50' FROM CORNER S.E.W.
50' FROM CORNER N.E.W.

PLAT AREA AS SHOWN ON PLAT: 3.42 ACRES
AND THIS COMPREHENSIVE PLAT: 3.42 ACRES
NO. 2728 N. INTERESTING: 8-18-15

Attachment D: Remaining Access Points



Attachment E: Photos



Application F: Application

CITY OF SIOUX CITY

Application for a Preplat, Preliminary Plat, or Final Plat
(Complete along with the Applicant Profile Form)

Planning Division
Room 308
405 6th Street
P.O. Box 447
Sioux City, IA 51102-0447



SUBJECT PROPERTY INFORMATION

Owner: STEVEN DEHORKWAL
Street Address: 32314 GREEN AVE., SIOUX CITY, IA 51108 (PLYMOUTH CO.)
Zoning District: AG/RES Existing Use: RURAL RES. / AG
Lot Size: 10.92 AC Proposed Lots: 3 LOTS
Proposed Use: 3 RESIDENTIAL LOTS

REQUEST

Include the following:

- Completed Applicant Profile Form
- A reproducible copy and five (5) copies of the preliminary plat
- As per Chapter 24.12.010, any owner, developer or agent wishing to subdivide a parcel of land shall contact the Planning Director and arrange for a Preplat Conference. This conference is to determine general requirements to be included in the subdivision. If the subdivision does not involve new streets or utilities, the conference may be waived by the Planning and Zoning Commission. For additional information regarding conference, see the Subdivision Regulations Manual.
- Preliminary Plat
 - One digitally formatted copy and five (5) paper copies of the Grading Plan.
 - Is the preliminary plat prepared in conformity with the Sioux City Subdivision Ordinance?
 - Yes No if no, list requested waivers on back of form.
- Final Plat
 - One digitally formatted copy and five (5) paper copies of the Final Plat.
 - Engineer's statement that the public improvements have been completed or pre-ordered for.
 - The mylar copy may be submitted for signatures following Council action.
 - Is the final plat prepared in conformity with the Sioux City Subdivision Ordinance?
 - Yes No if no, list requested waivers on back of form.

File Office Use Only

File Number

Staff Reviewer