



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.sioux-city.org.

You are hereby notified a meeting of the City Council of the City of Sioux City, Iowa, will be held Monday, September 16, 2019, 4:00 p.m., local time, in the 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 cell 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
 2. [Interview for the Library Board of Trustees: Heidi Reinking](#)

CONSENT AGENDA

Items 3 through 12C constitute a Consent Agenda. Items pass unanimously unless a separate roll call vote is requested by a Council Member.

3. [Reading of the City Council minutes of September 9, 2019.](#)
4. [BERT GURNEY - Resolution approving payment to Bert Gurney & Associates of Omaha, Nebraska in the amount of \\$30,747 for repairs to Pump No. 5 located at the Floyd Pump Station, 1425 Bluff Road in Sioux City, Iowa.](#)
5. [AUREON NETWORK - Resolution granting a permit to Aureon Network Services to own, operate and maintain underground cable commencing at 4801 Stone Avenue, crossing Stone Avenue and extending east, crossing South Maple Street, and ending at 1200 South Maple Street.](#)

6. ACTIONS RELATING TO GRANTS

- A. **HANGAR PROJECTS** - Resolution approving and accepting a grant agreement from the Iowa Department of Transportation for Commercial Service Vertical Infrastructure funding through the State Airport Development Program in the amount of \$134,923 to assist in hangar refurbishment, and potential new hangar construction projects at the Sioux Gateway Airport/Brigadier General Bud Day Field. (Project No. 9I200SUX200, Contract No. 21650)
- B. **HOMELAND SECURITY** - Resolution approving and accepting Grant Agreement No. EMW-2019-SS-00032 from the State of Iowa Homeland Security and Emergency Management in the amount of \$165,500 in connection with the FY19 Homeland Security Grant Program.
- C. **JET BRIDGE 2** - Resolution approving and accepting an Air Service Sustainment Grant from the Iowa Department of Transportation in the amount of \$48,000 to assist with marketing efforts and purchase of a new conveyor chute for Jet Bridge 2 at the Sioux Gateway Airport/Brigadier General Bud Day Field. (IDOT Project No. 9I200SUX135, Contract No. 21604)
- D. **TAXIWAY A** - Resolution approving and accepting a grant agreement from the Iowa Department of Transportation through the State Airport Improvement Program in the amount of \$425,000 for the partial Rehabilitation of Taxiway A Project at the Sioux Gateway Airport/Brigadier General Bud Day Field. (Project No. 9I200SUX100, Contract No. 21634)
- E. **TAXIWAY C SOUTH** - Resolution approving and accepting Grant Agreement 3-19-0085-056-2019 from the Federal Aviation Administration (FAA) in the amount of \$3,496,949 to fund the construction of the Taxiway C South Reconstruction Project. (Project No. 7056-749-120 / 03-19-0085-056-2019) at the Sioux Gateway Airport/Brigadier General Bud Day Field.

7. ACTIONS RELATING TO STREET CLOSURES

- A. **HEELAN HOMECOMING** - Resolution temporarily closing Grandview Boulevard from 12th Street to 8th Street; West 7th Street from Pearl Street to Wesley Parkway; Wesley Parkway from West 7th Street to Bluff Street; Bluff Street from Wesley Parkway to 11th Street; and 11th Street from Bluff Street to Grandview Boulevard beginning at 12:30 p.m. and ending at 1:30 p.m. October 4, 2019 to accommodate the Bishop Heelan High School Homecoming Parade.
- B. **MORNINGSIDE HOMECOMING** - Resolution temporarily closing South Paxton Street from Peters Avenue to Laurel Avenue beginning at 8:00 a.m. and ending at 8:00 p.m. September 21, 2019 to accommodate the Morningside College Homecoming Celebration.
- C. **WEST HIGH HOMECOMING** - Resolution temporarily closing West 19th Street from Heartland Community Baptist Church (2201 West 19th Street) to West Middle School (3301 West 19th Street) beginning at 12:30 p.m. and ending at 3:00 p.m. October 4, 2019 for the West High School Homecoming Parade.

8. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. PIZZA RANCH - Resolution authorizing and approving a First Amendment to Development Agreement with Tyrad, LLC and Pizza Ranch RE 1, LLC. (Lot 3, Northern Valley Crossing, Fourth Addition)
- B. 48 SOUTH - Resolution authorizing and approving a Subordination Agreement between Northwest Bank and the City of Sioux City, Iowa, in connection with the 48 South LLC residential project located at 4800 Southern Hills Drive.
- C. WWII CHAPEL - Resolution approving and accepting the Memorandum of Agreement among the Federal Aviation Administration, the Iowa State Historic Preservation Office, and the City of Sioux City, Iowa regarding the proposed removal of WWII Chapel and Airmen's Housing Project.

9. ACTIONS RELATING TO PERSONNEL

- A. REHAB TECH - Resolution amending the Position Classification Manual adopted by Resolution No. S-31050 by approving and adopting an updated job description for the position of Rehabilitation Technician, Class Code IV-4212.
 - B. SR REHAB SPEC - Resolution amending the Position Classification Manual adopted by Resolution No. S-31050 by adding thereto the position, title and job description of Senior Rehabilitation Specialist, Class Code IV-4220; amending the salary schedule and authorizing said position in the Neighborhood Services Division of the Community Development Department.
10. TOTAL CHECKS - Approve total checks issued for the reporting period of August 2019, in the amount of \$30,704,209.34 and fund transfers for the reporting period of April 2019-August 2019.

11. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

- 1. CLASS B BEER PERMIT (beer/carry-out beer/wine coolers)
 - a. Sun Valley Golf Course, 2101 Military Road (Renewal)
- 2. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
 - a. Earl's Infusion Bar, 419 Pearl Street (New)
 - b. Half Moon Bar & Grill, 714 South Lewis Boulevard (Renewal)
 - c. Marty's Tap, 1306 Court Street (Temporary Outdoor Service for Briouxfest, October 5-6, 2019)
 - d. SoHo, 1024 4th Street (Temporary Outdoor Service for Oktoberfest, September 28, 2019)

B. OFF PREMISE SALES

- 1. CLASS B WINE PERMIT (wine only)
 - a. Hy-Vee Food Store No. 1, 2827 Hamilton Boulevard (Renewal)
 - b. Select Mart, 4103 Floyd Boulevard (Renewal)

2. CLASS C BEER PERMIT (beer/wine coolers)
 - a. Hy-Vee Food Store No. 1, 2827 Hamilton Boulevard (Renewal)
 - b. Select Mart, 4103 Floyd Boulevard (Renewal)
 - c. Tienda Internacional, 601 ½ Pierce Street (Renewal)
3. CLASS E LIQUOR LICENSE (liquor only)
 - a. Hy-Vee Food Store No. 1, 2827 Hamilton Boulevard (Renewal)
 - b. Select Mart, 4103 Floyd Boulevard (Renewal)

12. BOARD, COMMISSION, AND COMMITTEE MINUTES

- A. Civil Service Commission – August 6, 2019
- B. Historic Preservation Commission – July 2, 2019
- C. Parks and Recreation Advisory Board – September 4, 2019

End of Consent Agenda -

HEARINGS

13. Motion to conduct a public hearing regarding the creation of the Northbrook Urban Revitalization Area.
14. Hearing and Resolution accepting the proposal of General Services Administration, as the designated representative of the United States of America, for the lease of certain land in the Donner Urban Renewal Area and authorizing lease of said property. (Approximately 1,008 square feet of space within the Sioux Gateway Airport Terminal Building)
15. Hearing and Resolution accepting the proposal of Wilson Group, LLC and Sioux City Truck Sales, Inc. for the purchase of certain land in the Donner Park Urban Renewal Area and authorizing a development agreement and minimum assessment agreement. (a .584 acre portion of Lot 9, Expedition Business Park, First Filing)

ORDINANCES

16. Ordinance amending Chapter 2.32 entitled “Sioux Gateway Airport Board of Trustees” of the Sioux City Municipal Code to change the name of the Sioux City Gateway Airport / Colonel Bud Day Field to Sioux Gateway Airport / Brigadier General Bud Day Field.

DISCUSSION

17. Resolution rejecting all bids received for the Bluff Road Bridge Project, Iowa Department of Transportation Project No. BROS-7057(697)—8J-97 (City Project No. 6874-719-355). **(Deferred from September 9, 2019)**
18. Resolution rejecting all bids received for the proposed construction of the Floyd Park Golf Course Drainage Improvements Project (City Project No. 6990-549-101). **(Deferred from September 9, 2019)**

19. Resolution approving Amendment No. 6 to the Consulting Services Agreement with SmithGroup, Inc. of Madison, Wisconsin for additional design and engineering services for Phase I construction documents in connection with the Chris Larsen Park – Riverfront Redevelopment Project in the lump sum amount of \$350,225.
20. Resolution Authorizing and Approving an Intercreditor and Subordination Agreement with American National Bank, Motor Mart, LLC and Motor Mart Landowner, LLC (520 Nebraska Street)
21. Resolution Authorizing and Approving a Subordination, Nondisturbance and Attornment Agreement with Motor Mart, LLC, Motor Mart Landowner, LLC, and MPC FED Motor Mart PCFC, LLC (520 Nebraska Street).

PRESENTATION

22. Spectra Venue Management and Tyson Events Center-Orpheum Theatre Council Update
23. CITIZEN CONCERNS
24. COUNCIL CONCERNS
25. ADJOURNMENT

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

CITY OF SIOUX CITY REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 16, 2019 **ACTION ITEM #** 2

FROM: Lisa L. McCardle, City Clerk
Heidi Farrens, Deputy City Clerk

SUBJECT: Interview for the Library Board of Trustees: Heidi Reinking

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 that City Council interview the applicant listed for a vacant position on the Library Board of Trustees.

DISCUSSION:

Library Board of Trustees – there are three positions vacant as of June 30, 2019.

Heidi Reinking has not previously served on any of the City Council appointed Boards, Commissions or Committees.

Below is a portion of the Vacancy Report pertinent to **Library Board of Trustees:**

Library Board of Trustees				
Library Board of Trustees must be Gender Balanced 1 male and 2 females - OR - 2 males and 1 female are required to balance**				
3 Vacancies:	NAME	Vacancy Information		EXPIRES
	David Halaas	Expired		06/30/19
	Richard A. Moon	Expired		06/30/19
	Rebecca Kempers	Resigned 11/16/17		06/30/18
7 Members: (2 women/4 men)	NAME	TERM (3 Year)	APPOINTMENT	EXPIRES
	Rebecca Kempers	1st	08/10/15	06/30/18
	David Halaas	1st	07/11/16	06/30/19
	Richard A. Moon	2nd	07/11/16	06/30/19
	Hope Schaefer	Partial/1st	10/24/16	06/30/20
	Jane Vereen	Partial	02/12/18	06/30/20
	Charles (Bill) McKenny	2nd	07/09/18	06/30/21
	Todd Stanley	2nd	07/15/19	06/30/22
1 Application:	NAME	Application Received	Interview date/Notes	App Expires
	Heidi Reinking	09/03/19	09/16/19	03/03/21

FINANCIAL IMPACT:

None.

RELATIONSHIP TO STRATEGIC PLAN:

Interviewing and appointing citizens to various Boards, Commissions, and Committees shows our effort to incorporate citizen input in Municipal Government.

Relates to **Progressive Leadership Vision** - We will use formal and informal methods to engage the Council, our employees, and our customers to promote enhanced organizational engagement and commitment to our shared vision; also relates to **Strategy** - Develop strong partnerships with our residents, visitor's and business community.

As stewards of the City of Sioux City we will strive to enhance connectivity with citizens and businesses – Encourage resident engagement within the community.

ALTERNATIVES:

Staff respectfully requests Council interview all Board, Commission and Committee applicants; Council may then choose to appoint or not to appoint each interviewee per their individual preference.

City Clerk's staff will collect preferences from Council after all applicants for each Board, Commission and Committee have interviewed and the expiration dates of the terms to be filled have passed.

ATTACHMENTS:

Application



CITY OF SIOUX CITY, IOWA
APPLICATION FOR APPOINTMENT TO A CITY COUNCIL
APPOINTED BOARD, COMMISSION OR COMMITTEE

Date 8.23.19

BOARD, COMMISSION or COMMITTEE: LIBRARY BOARD OF TRUSTEES

GENDER BALANCE - Section 69.16A of the Iowa Code requires gender balance on those City Boards and Commissions required or governed by state law unless the City has made a good faith effort for a period of three months to appoint a qualified person. This affects and includes: Airport Board of Trustees; Civil Service Commission; Human Rights Commission; Library Board of Trustees; and Planning and Zoning Commission.

GENERAL INFORMATION

Name Heidi Reinking Phone Residence 712-276-2578
Home Address 1525 Lief Dr Sioux City IA
Street City/State Zip
E-Mail Address hreinking@siouxlandchamber.com
Employer Siouxland Chamber of Commerce Phone Business 712-255-7903
Business Address 101 Pierce Street Sioux City 51101
Street City/State Zip Code

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:

Are you a Sioux City resident? Yes ☒ No ☐ How many years have you been a resident? 22
Are you a registered voter? Yes ☒ No ☐
Have you reviewed the Ordinance or Resolution establishing the Board, Commission or Committee you are applying for? Yes ☐ No ☒ (If no, please contact the City Clerk's Office at 712.279.6313 to obtain a copy.)

SERVING ON A BOARD - Are you currently serving on any other City Council appointed Board, Commission or Committee? Yes ☐ No ☒ If yes list here:

It is the general policy of the City to allow a person to serve on only one City Council appointed Board, Commission or Committee at any given time. If you answered **yes**, please explain why Council should make an exception to the general policy and allow you to serve on multiple Boards, Commissions or Committees:

Have you previously served on any other City Council appointed Board, Commission or Committee? Yes ☐ No ☒ If yes list here:

COMMUNITY INVOLVEMENT - Please describe your past and present community involvement including voluntary, social, city, church, school, business, and/or professional associations you have been involved in and are applicable to this application. (Include dates of involvement and any offices or leadership positions held.)

I currently volunteer as a Girlfriend of Girls Inc helping with outings and field trips with the girls. I'm also part of the Teammates mentoring program where I serve as mentor and visit my mentee once a week during the school day. I volunteer with the S.T.A.R.S. program and help persons with disabilities ride horses.

STATE, COUNTY, or MUNICIPAL BOARDS or COMMISSIONS - List any you are presently serving on:
N/A

SPECIAL QUALIFICATIONS - Please list any special qualifications for serving on a City Council appointed Board, Commission or Committee including skills, training, licenses and certificates that are applicable:
I've been in various media positions and am able to communicate effectively with groups of people. I'm also involved with a weekly Toastmasters Club building both communication, listening, and leadership skills.

INTEREST - State why you would like to volunteer to serve and what contributions you believe you can make:
I believe that people should get involved in their communities and help wherever they are able. I'm able to help and want to make Siouxland a great place to live and work.

CONFLICT OF INTEREST - Chapters 362.5, 362.6, 403.16 and 403A.22 of the Code of Iowa describe potential conflicts of interest for City officials. A Disclosure of Interest Statement as well as the aforementioned Iowa Code has been attached to this application for your review. **If you have any questions regarding this issue please contact the City Attorney's Office at 712-279-6318.** Are you aware of any conflict of interest or potential conflict of interest that may prevent you from carrying out your responsibilities on this Board, Commission or Committee in the best interest of the City of Sioux City? If so, please describe:
N/A

PERSONAL REFERENCES - Please list 2 references, the City Council may contact your references:

Name: Chris McGowan
Address: 101 Pierce Street
Sioux City IA 51101
Phone: 712-255-7903

Name: Barbara Sloniker
Address: 101 Pierce Street
Sioux City IA 51101
Phone: 712-255-7903

I understand the role and responsibilities of membership on this City Council appointed Board, Commission or Committee and I am willing to serve. In applying for appointment I understand the City Council may make inquiries in the community pertinent to my appointment. I also understand that as a member of any Board, Commission or Committee I may be dismissed from the Board, Commission or Committee and or disqualified by the City Council as a candidate for the Board, Commission or Committee membership for making untrue or discriminatory statements about others, including members of protected classes.

If appointed, I am willing to attend the designated Board, Commission or Committee training. Yes ☒ No ☐

By typing my name in the box below I am offering my digital signature in lieu of my handwritten signature. I understand that my digital signature carries the same legal bindings as my handwritten signature.

Heidi Reinking
/s/ _____
Signature

8/23/19
Date _____

Applications are kept on file and active for 18 months from the date you file. A separate application must be completed for each Board, Commission or Committee on which you would consider serving. File applications with the City Clerk's Office, 1st floor, City Hall, 405 6th Street, Sioux City, Iowa, 51101; or mail to City Clerk's Office, P.O. Box 447, Sioux City, Iowa, 51102-0447; or email CityBoardsandCommissions@sioux-city.org. Thank you!



City of Sioux City
LIBRARY BOARD OF TRUSTEES
(Administrative Board)

MISSION STATEMENT

The Sioux City Public Library connects people and ideas to empower and enrich our community. The Board of Trustees sets policy and oversees the Library in fulfilling that mission.

MEMBER ROLE

From the State Library of Iowa Trustee Handbook, the Library Board of Trustees has five primary roles:

1. Advocate for the library in the community and advocate for the community as a member of the library board. To be a library advocate is to work for the betterment of library services for the community. Advocacy includes working to obtain adequate funding for the library; pursuing opportunities to meet and speak with community groups; getting to know the mayor and city council; making sure the community's needs and interests are paramount when making board decisions.
2. Plan for the future of the library. Planning is one of the most important trusts that the community gives to the library board. Planning is deciding what is going to happen with library services over the next few years. It is taking charge of the library's future and creating it to be responsive to what the community needs.
3. Monitor and evaluate the overall effectiveness of the library. The community puts its trust in the library board to make sure the library is operating the way it should. For example, the library board is familiar with the library's budget - where the money is coming from and how it will be spent. The board monitors monthly financial reports and approves the bills so they can be paid. The board also helps determine whether the community is satisfied with the service received from the library.
4. Set library policies. The library board spends much of its time on policy issues - developing policies and monitoring the effectiveness of those policies. (Policy is a carefully designed, broadly stated, written guideline for actions and decision of the library.) Once adopted by the board, library staff carries out the policies on a day-to-day basis.
5. Hire and evaluate the library director. The board hires a qualified director to manage the day-to-day operations of the library and works with the director, carefully respecting each other's roles. The board also regularly evaluates the director to make sure the library operates well and in the best interest of those the library serves.

Please go to next page for Nominee's Questionnaire.

Nominee's Questionnaire

1. What are your views on the importance of having a library in our community?

Reading is both educational and an escape. Libraries are a place for the young and the old - for all walks of life.

2. Do you believe that all Library services should be offered free of charge or should there be reasonable fees for services offered?

There should absolutely be reasonable fees for library services.

3. What role do you feel Trustees and the Library Director should play in fund raising to support Library operations?

Fundraising should be part of the focus for both the Library Director and the Trustees.

4. As an administrative board the Library Trustees have full operational and fiduciary responsibility managing the Library; briefly describe your experience in the areas of personnel management, financial operations, litigation, business operation, and risk management.

I put myself through college - the first person in my family to do so - and without acquiring debt. I've also served in various managerial roles involving budgets including working at a local radio station and a motorcycle dealership.

5. Are you able to commit time to the monthly board meetings held every 3rd Wednesday at 3:30 p.m.? (Please provide detail)

Yes

By typing my name in the box below I am offering my digital signature in lieu of my handwritten signature. I understand that my digital signature carries the same legal bindings as my handwritten signature.

Heidi Reinking

8/23/19

/s/

Signature

Date

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, and Watters. Absent: Scott.

Staff members present included: Robert Padmore, City Manager; Nicole M. DuBois, City Attorney; and Heidi Farrens, Deputy City Clerk.

Mayor Pro Tem Moore read a commendation for Rich and Paula Ashcraft, 4766 Birch Way, awarding them the September 2019 "Yard of the Month Award"; the Ashcrafts accepting. Mayor Pro Tem Moore, on behalf of the City Council, proclaimed September 2019 as "Labor Union Appreciation Month" in Sioux City; Ernie Colt, North Central States Regional Council of Carpenters, accepted the proclamation.

CONSENT AGENDA

Motion by Moore, seconded by Capron, to adopt the Consent Agenda; all voting aye. Items 2 through 18E are approved unanimously unless specifically noted after the item.

2. Reading of the City Council minutes of August 26 and 28, 2019.

Reading of the minutes of August 26 and 28, 2019, was waived and as part of the consent agenda the minutes were approved as presented.

3. TEA/BLUE SOURCE - Motion authorizing staff to enter into negotiations with The Energy Authority (TEA) of Jacksonville, Florida and Blue Source of Cottonwood Heights, Utah to provide RNG offtake services. **2019-0726**
4. HOME - Resolution approving an FY 2020 Phase 2 Home Investment Partnership Program funding award for 1314 Jones Street in the total amount of \$40,000. **2019-0727**
5. HISTORIC PEARL - Resolution approving an FY 2019 Historic Pearl District Facade Improvement Program funding award in the total amount of \$60,000. **2019-0728**
6. IDOT - Resolution approving the IDOT Official Financial Report for city streets for Fiscal Year 2018/2019. **2019-0729**
7. TRANSIT GENERAL - Resolution fixing a date, time and place for a hearing on a proposed \$1,500 civil penalty or thirty (30) day suspension of a cigarette permit issued to Indigo, LLC doing business as Transit General Store, 2324 Transit Avenue, Sioux City, Iowa, for violation of the Iowa cigarette laws. **2019-0730**
8. GJILAN KOSOVO - Motion appointing Karina Pedroza to the Gjilan Kosovo Sister City Committee for a partial term expiring December 31, 2020, and reappointing Karina Pedroza for a three-year term expiring December 31, 2023. **2019-0731**
9. ALBENESIUS - Resolution accepting the work and authorizing final payment to Mark Albene-sius, Inc. for the Bridgeport Roadway Improvements Phase 4 - Harbor Drive and Murray Street Intersection Improvements Project. (Project No. 6845D-663-302) **2019-0732**

10. ACTIONS RELATING TO GRANTS

- A. HOUSING TRUST FUND - Resolution accepting the submission by the Sioux City Housing Trust Fund, Inc. of a FY2020 Local Housing Trust Fund Program Application to the Iowa Finance Authority and approving the use of City Funds as match. **2019-0733**
- B. DRUG HOT SPOT - Resolution approving and accepting Methamphetamine Drug Hot Spot Grant No. 18-CAMP-14 in the amount of \$15,000 from the State of Iowa Office of Drug Control Policy to assist the Sioux City Police Department with mid to high level methamphetamine investigations or precursor diversion investigations. **2019-0734**

11. ACTIONS RELATING TO STREET CLOSURES

- A. NORTH HOMECOMING - Resolution temporarily closing Floyd Boulevard from Jefferson Street to Central Street beginning at 1:30 p.m. and ending at 2:30 p.m. and temporarily closing Jefferson Street from 42nd Street to Floyd Boulevard beginning at 12:30 p.m. and ending at 1:30 p.m. October 17, 2019 to accommodate the North High School Homecoming Parade and staging. **2019-0735**
- B. EAST HOMECOMING - Resolution temporarily closing Morningside Avenue from Orleans Avenue to Peters Avenue and Peters Avenue from Morningside Avenue to South Rustin Street beginning at 6:30 p.m. and ending at 8:00 p.m. and temporarily closing Morningside Avenue from Transit Avenue to Orleans Avenue and temporarily restricting travel to local traffic only on Orleans Avenue from Morningside Avenue to South Saint Aubin Street and the Morningside Public Library parking lot beginning at 6:00 p.m. and ending at 6:30 p.m. September 19, 2019 to accommodate the East High School Homecoming Parade and staging. **2019-0736**

12. ACTIONS REJECTING BIDS

- A. FLOYD GOLF - Resolution rejecting all bids received for the proposed construction of the Floyd Park Golf Course Drainage Improvements Project. (City Project No. 6990-549-101)

Gordon Phair, City Engineer, provided information on the item.

Motion by Moore, seconded by Groetken, to defer the item to September 16, 2019; all voting aye.

- B. BLUFF ROAD - Resolution rejecting all bids received for the Bluff Road Bridge Project, Iowa Department of Transportation Project No. BROS-7057(697)—8J-97. (City Project No. 6874-719-355)

Gordon Phair, City Engineer, provided information on the item.

Motion by Moore, seconded by Groetken, to defer the item to September 16, 2019; all voting aye.

13. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. WESTERN SPECIALTY - Resolution approving the contract and performance bond with Western Specialty Contractors of Omaha, Nebraska in the amount of \$187,468 for the 2019 Heritage Parking Ramp Repairs Project. (Project No.7035-728-012) (312 Jackson Street) **2019-0737**
- B. SUBSURFCO - Resolution awarding and approving a contract to SuBSurfco, LLC of South Sioux City, Nebraska in the amount of \$35,355 for the South St. Aubin Alley Storm Sewer Improvements Project. (Project No. 6997-549-101) **2019-0738**
- C. STRAWN - Resolution approving a contract with Strawn Construction Services, Inc. in the amount of \$57,950 for the 614 Pierce Emergency Paving Project. (Project No. 7067-519-127) **2019-0739**
- D. WOODBURY PARK - Resolution authorizing and directing the City Manager to sign a Release of Mortgage, Promissory Note and Agreement for Covenants and Restrictions with Woodbury Park L.P., an Iowa limited partnership, under the HOME Investment Partnership Program for property located at 419-429 S. Irene Street, Sioux City, Iowa. **2019-0740**
- E. SOUTH SIOUX - Resolution authorizing and directing the City Manager to sign a Funding Agreement by and between the City of Sioux City, Iowa and the City of South Sioux City, Nebraska for the purposes of providing \$121,171 in HOME Investment Partnership Program funds for construction of a new single-family dwelling located at 601 D Street, South Sioux City, Nebraska. **2019-0741**
- F. HOMESERVE - Resolution approving a First Amendment to Marketing Agreement with HomeServe, USA Corporation in connection with the cobranding and marketing of a service line protection program for residential water, sewer, interior plumbing and drainage, and low-pressure pump stations in Sioux City, Iowa. **2019-0742**
- G. GLOBAL - Resolution awarding a contract to Global Engineering & Construction, Inc. of Sioux City, Iowa in the amount of \$452,724 for the Milwaukee Railroad Shops Historic District Roundhouse Enhancement Project, Iowa Department of Transportation Project STP-ES-7057(693)-81—97. (City Project 6939-663-168) **2019-0743**
- H. HCC/SORTINO - Resolution authorizing and approving a Development Agreement with HCC Enterprises, LLC and a Development Property Agreement with HCC Enterprises, LLC and Sortino Asset Management Company, LLC for the renovation of an existing building in the Donner Park Urban Renewal Area. (Property located at 4501 Southern Hills Drive) **2019-0744**

Jeff Carlson, HCC Enterprises, spoke on the item.

- I. JOHN T. JONES - Resolution approving Change Order No. 3 to the contract with John T. Jones Construction Co. of Fargo, North Dakota in the amount of \$38,325 for multiple additions and deletions in connection with the WWTP Dewatering and Odor Control Improvements Phase 1 Project (Project No. 6960-539-117) in Sioux City, Iowa. **2019-0745**

14. ACTIONS RELATING TO PERSONNEL

- A. COMM DEV - Resolution amending the Community Development Department's authorized payroll complement by adding an additional Administrative Secretary position within the Neighborhood Services Division. **2019-0746**
- B. PATS - Resolution amending the Position Classification Manual adopted by Resolution No. 91/T-9972 by approving and adopting an updated job description for a Professional, Administrative, Technical, Supervisory, Executive and Council-Appointed Employee position. (Art Center Director, Class Code 2430) **2019-0747**

15. ACTIONS RELATING TO PROPERTY

- A. FIBERCOMM - Resolution granting a permit to FiberComm to own, operate and maintain underground cable commencing at the southeast corner of the intersection of Leech Avenue and South College Street in the south right-of-way and ending south of the southeast corner of the intersection of Leech Avenue and South Fairmount Street in the east right-of-way at 2700 Leech Avenue. **2019-0748**
- B. JOHN STREET
 - 1. SELL PROPERTY - Resolution proposing to sell certain real property and rescinding all conflicting resolutions. (that part of vacated John Street abutting the southeasterly portion of 2101 Plum Creek Road) (Petitioners: Sylvia T. Castle, Lance C. Fachman, Valerie C. Fachman, and Lance C. Fachman as Trustee of the Mary M. Fachman Trust FBO Eric J. Fachman, each as to an undivided one-fourth (1/4) interest) (Purchase Price: \$937.50 plus costs) **2019-0749**
 - 2. GRANT EASEMENT - Resolution proposing to grant an easement and rescind all conflicting resolutions. (that part of vacated John Street lying between 2101 and 2015 Plum Creek Road) (Petitioner: Lisa R. Frink and Jay O. Oellien) (Purchase Price: mutual benefits) **2019-0750**

16. PURCHASING

- A. STAGERIGHT - Resolution awarding a purchase order to Stageright Corporation of Clare, Michigan in the amount of \$39,053 for the purchase of stage equipment for the Tyson Events Center. (Request No. 258607) **2019-0751**
- B. HYCHEM - Resolution approving Renewal Option No. 2 with Hychem, Inc. of Tampa, Florida for an additional one (1) year period in connection with the purchase of Polymer, Hyperfloc CE1864G and CE2064G for the Water Treatment Plant commencing September 11, 2019 and ending September 10, 2020. (RFB No. 247871) **2019-0752**

17. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

- 1. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
 - a. Bob's Watering Hole, 722 West 7th Street (Temporary Outdoor Service for Poker Run Fundraiser, September 14-16, 2019)

- b. Tav on the Ave, 914 Morningside Avenue (Temporary Outdoor Service for Block Party, September 13-22, 2019)

2. SPECIAL CLASS C LIQUOR LICENSE (wine/beer/wine coolers/carry-out)

- a. Vangarde Arts, Alleys Between 5th Street and 4th Street, and Pierce Street and Nebraska Street (New 5 Day for Alley Art Festival, September 20-24, 2019)

18. BOARD, COMMISSION, AND COMMITTEE MINUTES

- A. Active Transportation Advisory Committee – July 17, 2019
- B. Art Center Board of Trustees – August 15, 2019
- C. Building and Housing Code Board – July 2, 2019
- D. Library Board of Trustees – August 14, 2019
- E. Parking and Skywalk System Board of Trustees – July 17, 2019

- End of Consent Agenda -

HEARINGS

19. Hearing and Resolution approving construction documents for the Riverfront Trail Connection Project, Iowa Department of Transportation Project No. TAP-U-7057(686)--8I-97. (City Project No. 7068-459-044) **2019-0753**

No protests were received. The hearing was closed and the proposed resolution adopted on motion by Moore, seconded by Capron; all voting aye.

20. Hearing and Resolution approving proposal to sell certain real property and authorizing a City Deed. (that part of the vacated east/west alley adjacent to 1800 West 1st Street) (Petitioner: Virginia Property LLC) (purchase price: \$297.36 plus costs) **2019-0754**

No protests were received. The hearing was closed and the proposed resolution adopted on motion by Moore, seconded by Watters; all voting aye.

21. Hearing and Resolution approving proposal to sell certain real property and authorizing a City Deed. (that part of the vacated north/south alley abutting 1213 South Royce Street) (Petitioner: Ila Jean Barr) (Purchase price: \$591.36 plus costs) **2019-0755**

No protests were received. The hearing was closed and the proposed resolution adopted on motion by Moore, seconded by Groetken; all voting aye.

22. Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the City Transit Fuel Tank Project. (Project No. 7031-739-081) **2019-0756**

Mike Collett, Assistant City Manager, provided information on the item.

No protests were received. The hearing was closed and the proposed resolution adopted on motion by Moore, seconded by Capron; all voting aye.

23. Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the North Hangar Area Drainage Basin and Drainage Improvements Project at the Sioux Gateway Airport/Brigadier General Bud Day Field. (Project No. 7064-749-117-118) **2019-0757**

No protests were received. The hearing was closed and the proposed resolution adopted on motion by Moore, seconded by Watters; all voting aye.

24. Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the 2020 Airport Terminal Renovation Project. (Project No. 7063-749-122-123) **2019-0758**

No protests were received. The hearing was closed and the proposed resolution adopted on motion by Moore, seconded by Groetken; all voting aye.

25. Hearing and Resolution accepting the proposal of Siouxland Concrete Co. for the purchase of certain land in the Combined Floyd River Urban Renewal Area and authorizing a Development Agreement and Minimum Assessment Agreement. (Two Portions of Vacated 12th Street right-of-way abutting 1715½ 11th Street and 1805 11th Street) **2019-0759**

No protests were received. The hearing was closed and the proposed resolution adopted on motion by Moore, seconded by Capron; all voting aye.

26. Hearing and Resolution determining an area of the City to be a blighted area and economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for an urban renewal project; and adopting Amendment No. 2 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Area. (Property located at 2600 Al Haynes Drive) **2019-0760**

Chris Myres, Economic Development Specialist, provided information on the item.

No protests were received. The hearing was closed and the proposed resolution adopted on motion by Moore, seconded by Watters; all voting aye.

27. Hearing and Resolution determining an area of the City to be a blighted area and economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for an urban renewal project; and adopting Amendment No. 1 to the Amended and Restated Combined Floyd River Urban Renewal Plan for the Combined Floyd River Urban Renewal Area. (Property located at 3232 Highway 75 North) **2019-0761**

No protests were received. The hearing was closed and the proposed resolution adopted on motion by Moore, seconded by Capron; all voting aye.

ORDINANCES

28. Resolution authorizing and approving a Reinvestment District Contract Amendment No. 2 with the Iowa Economic Development Authority. (Contract Number: 18-RD-001) **2019-0762**

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

29. Ordinance adding a new chapter to the Sioux City Municipal Code to be entitled "Sioux City Reinvestment District" to establish the Sioux City Reinvestment District pursuant to Iowa Code Chapter 15J. **2019-0763**

The ordinance was considered on motion by Moore, seconded by Groetken, to pass first consideration; all voting aye.

On motion by Moore, seconded by Capron, all voting aye; the Statutory Rule requiring that an ordinance be considered at three separate meetings was suspended. On motion by Moore, seconded by Capron, the ordinance passed second and third considerations; all voting aye.

DISCUSSION

30. Resolution approving payment to InfraTrack, Inc. of Worthing, South Dakota in the amount of \$36,687.50 for emergency repairs to the 36-inch diameter Gravity Sewer located underneath Interstate 29. **2019-0764**

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

31. Resolution awarding and approving a contract to K&S, LLC doing business as Nelson Construction in the amount of \$118,523 for the Police Station Evidence Storage Shed Project. (Project No. 7060-195-046) **2019-0765**

Captain Lisa Claeys, Police Department, provided information on the item.

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

32. CITIZEN CONCERNS

Kyle Miller, 3714 Maplewood St, requested sidewalks along Sylvian Ave. Robert Padmore, City Manager, will provide information to City Council regarding potential installation of sidewalks in the area.

John Glaza, owner of Pierce Street Laundry, 1910 Pierce St, expressed concerns regarding construction delays. Gordon Phair, City Engineer, will contact Glaza with more information regarding the current and future projects affecting Pierce St merchants.

Ernie Colt, 4526 Perry Way, requested information about development agreement language that would protect workers. Nicole M. DuBois, City Attorney, advised the language is implemented in all construction contracts and will be used in development agreements moving forward.

33. COUNCIL CONCERNS

Groetken commended Darlynn McMullen, Neighborhood Services Project Coordinator, on her efforts to end homelessness in the City. Groetken announced the Siouxland Street Project will meet at 9:00 a.m. on Wednesday, September 18th at the Public Museum, 607 4th St.

Capron congratulated Joe Donovan on his promotion to 185th Air Refueling Wing Command Chief Master Sergeant.

Watters shared highlights of the second annual Miracle League All-Star Celebration and commended Kevin Negaard, Miracle League Board President, and his staff on an memorable event.

Moore commended the Western Iowa Labor Federation for an excellent Labor Day Picnic and thanked the workers for their commitment and partnership with the City. Moore requested an update on the Central Maintenance Garage. Padmore will provide information. Moore announced the Art Center Grand Reopening Open House and Reception on Saturday, September 28th at the Art Center, 225 Nebraska St.

34. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:05 p.m., on motion by Moore, seconded Capron; all voting aye.

ATTEST: _____
Lisa L. McCardle, City Clerk

Robert E. Scott, Mayor

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

CITY OF SIOUX CITY REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 16, 2019 **ACTION ITEM #** A4

FROM: Joe Fontenot, WWTP Superintendent
Mark Simms, Utilities Director

SUBJECT: Resolution approving payment to Bert Gurney & Associates of Omaha, Nebraska in the amount of \$30,747.00 for repairs to Pump No. 5 located at the Floyd Pump Station, 1425 Bluff Road in Sioux City, Iowa.

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

Staff respectfully requests Council approve payment to Bert Gurney & Associates of Omaha, Nebraska in the amount of \$30,747.00 for repairs to Pump No. 5 at the Floyd Pump Station due to excessive wear.

DISCUSSION:

Services included repair of Pump No. 5 at the Floyd Pump Station, as well as use of a crane to remove and re-install the pump. It also includes transportation to and from Bert Gurney & Associates. Repairs were made between May 7–9, 2019. This pump had been pulled during 2018 and was at the Bert Gurney site for over a year. There was a long delay in getting this repair done as the facility that Bert Gurney uses was flooded during last Spring's flooding. These repairs were necessary to keep the pump station in normal operation by pumping wastewater to the WWTP. In addition, the remaining pumps at the Floyd Pump Station were under extreme stress due to the extra pumping from the flow conditions. The original quotation was under \$25,000.00, but due to more damage than expected when making the repairs, it went beyond that amount. A replacement pump of this size would cost more than \$100,000.00. Bert Gurney & Associates is the vendor that services this brand of pump in this region.

FINANCIAL IMPACT:

Invoice No. 6813 will be paid out of CIP # 539207 (Lift Station Improvements) which has a current balance of \$340,732.82.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

City Council may choose to not approve the invoice for repairs needed for Pump No. 5 at the Floyd Pump Station.

ATTACHMENTS:

Resolution

Bert Gurney and Associates Invoice No. 6813

RESOLUTION NO. 2019 - _____

RESOLUTION APPROVING PAYMENT TO BERT GURNEY & ASSOCIATES OF OMAHA, NEBRASKA IN THE AMOUNT OF \$30,747.00 FOR REPAIRS TO PUMP NO. 5 LOCATED AT THE FLOYD PUMP STATION, 1425 BLUFF ROAD, SIOUX CITY, IOWA.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Director of Finance be and she is hereby authorized and directed to issue a check from the proper fund payable to Bert Gurney & Associates of Omaha, Nebraska in the amount of \$30,747.00, as shown in Invoice No. 6813 attached hereto and by this reference made a part hereof, for repairs to Pump No. 5 at the Floyd Pump Station.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



Relationships • Technology • Service

Bert Gurney & Associates, Inc.
4428 South 108th Street
Omaha, NE 68137

Phone # 402-551-7995 Fax # 402-553-5879

INVOICE

Invoice Number **6813**

Invoice Date 8/20/2019

Bill To:
SIOUX CITY, CITY OF ATTN: PURCHASING PO BOX 447 SIOUX CITY, IA 51102-0447

Ship To:
SIOUX CITY WWTP JEREMY MAYO S/N 453672-2

Customer ID	Customer PO	Payment Terms	
SIO	PER JEREMY MAYO	Net 30	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ELD	BEST WAY	8/20/2019	9/19/2019

Quantity	Item	Description	Unit Price	Amount
1	SER	REMOVE, REPAIR, AND REINSTALL PUMP AS PER BGA PROPOSAL FMP 19-136-0	28,101.00	28,101.00
1	SER	REMOVE, REPAIR, AND REINSTALL MOTOR AS PER BGA PROPOSAL FMP 19-136-0	2,646.00	2,646.00

Subtotal	\$30,747.00
Sales Tax (0.0%)	\$0.00
Total Invoice Amount	\$30,747.00
Payments/Credits Applied	\$0.00
Balance Due	\$30,747.00

THANK YOU FOR USING GURNEY & ASSOCIATES, INC.
WE APPRECIATE YOUR BUSINESS

<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: September 16, 2019

ACTION ITEM # 5

FROM: Gordon Phair City Engineer
Nate Wing, Civil Engineer

SUBJECT: Resolution granting a permit to Aureon Network Services to own, operate and maintain underground cable commencing at 4801 Stone Avenue, crossing Stone Avenue and extending east, crossing South Maple Street, and ending at 1200 South Maple Street.

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

Staff respectfully requests the City Council approve the Resolution granting a permit to Aureon Network Services of West Des Moines, Iowa, to perform underground construction in the City's right-of-way for the installation of fiber optic network services commencing at 4801 Stone Avenue, then south across Stone Avenue, then east across South Maple Street, and ending at 1200 South Maple Street.

DISCUSSION:

The City has received a letter from Civil Design Advantage, on behalf of Aureon Network Services, for a permit to install underground cable commencing in the north right of way adjacent to 4801 Stone Avenue, then boring south under Stone Avenue, then boring east under South Maple Street, and ending at 1200 South Maple Street.

The fiber optic is being installed to provide communication service to T-Mobile USA, a telecommunication provider who has equipment on the Maple Street Water Tower at 1200 South Maple 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 Aureon Network Services or any other telephone company.

The attached route has been reviewed by several City Departments.

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 Aureon Network Services

ATTACHMENTS:

Resolution

Application (with Map) **(HARD COPY)**

Insurance

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION GRANTING A PERMIT TO AUREON NETWORK SERVICES TO OWN, OPERATE AND MAINTAIN UNDERGROUND CABLE COMMENCING AT 4801 STONE AVENUE, CROSSING STONE AVENUE AND EXTENDING EAST, CROSSING SOUTH MAPLE STREET, AND ENDING AT 1200 SOUTH MAPLE STREET.

WHEREAS, the City Council has received a request from Aureon Network Services of West Des Moines, Iowa (hereinafter referred to as "Applicant") 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:

- Commencing in the north right of way adjacent to 4801 Stone Avenue; thence extending south across Stone Avenue for approximately 40 feet; thence extending east for approximately 1300 feet across South Maple Street, ending at 1200 South Maple 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: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

August 23, 2019

Nate Wing
City of Sioux City
405 6th Street
PO Box 447
Sioux City, IA 51102

RE: Aureon Network Services Fiber Line – Stone Ave

Dear Nate:

Aureon Network Services requests the City's consideration to grant permission and to be placed on the Council's earliest agenda for approval to perform underground construction in the City's right-of-way/property for the installation of fiber optic underground facilities. Please see the attached aerial maps/plans and the brief description of the project below. The purpose of the project is to provide communication service to the T-Mobile cell tower @ 1200 S Maple Street.

Proposed Route Description

The proposed fiber optic line installation begins at a existing hand-hole in the north right of way @ 4801 Stone Ave over existing 2" HDPE conduit, then bore 2" HDPE conduit w/96 count fiber optic to the south ROW of Stone Ave at 4800 Stone Ave then east to 1200 S Maple Street, then south out of Sioux City road ROW to said Property at which point the line will run south to the tower.

Construction Dates

Estimated Start Date: As soon as authorization is granted by the City
Estimated Completion Date: No later than Oct. 31st, 2019

Installation Contractor

Rich Tegels
Nebcon Inc.
1636 HWY 20
Sioux City, IA 51106
Office 402-926-4757
Fax 402-614-4793

Method of Installation

Horizontal directional drilling will be used to install the fiber optic line. This is a trenchless method of installing underground ducts in a prescribed bore path by using a surface launched drilling machine with minimal impact on the surrounding area and environmental disruption.

Underground HDPE

All underground ducts placed will be at an approximate minimum depth of 40" whenever possible. 2" schedule 40 nonmetallic flexible raceway made from high density polyethylene (HDPE) for use in underground applications will be utilized providing durability and longevity.

Underground Enclosures (Hand Holes)

All hand holes placed will be flush to grade/concrete made of precast polymer concrete reinforced with fiberglass and conform to current ANSI/SCTE 77 Specifications for Underground Enclosure Integrity. Hand holes dimensions will be 49 5/8" x 32 1/8" with 22,000 lbs load rated covers.

Iowa One Call Notices

All necessary Iowa One Call notices and associated locating costs will be the responsibility of Aureon Network Services and underground contractor.

Aureon Network Services agrees to comply with the terms and conditions listed on the City Council approved Resolution granting a permit to Aureon Network Services to own, operate and maintain underground cable in certain specified public streets. All associated costs related to the herein described construction will be the responsibility of Aureon Network Services.

Please let me know if you have any questions or need anything additional.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Wayne Houser



Fiber / Utility Installation & Maintenance Permit

	Name	Address	Phone	Email
Applicant:	Aureon Network Services	7760 Office Plaza Dr South, West Des Moines, IA 50266	515-830-0555	Jeff.Klocko@aureon.com
Facility Owner:	Aureon	7760 Office Plaza Dr South, West Des Moines, IA 50266	515-830-0555	Jeff.Klocko@aureon.com
Contractor:	Nebcon Inc.	1636 Hwy 20, Sioux City, IA	402-926-4757	

Bond on File : ☒ Yes ☐ No ☐ Not Applicable Bond Expiration Date: _____

Insurance Certificate on File : ☒ Yes ☐ No ☐ Not Applicable

Work in: (Street) Stone Avenue ☒ Paved ☐ Unpaved ☐ Parkway

From: (Street) 4801 Stone Avenue (north ROW of Stone Ave)

To: (Street) 1200 S Maple Street (south ROW of Stone Ave)

Address Served: (If Applicable) T-Mobile tower @ water tower located at 1200 S Maple Street

Start Date: Sept, 2019

Completion Date: Oct., 2019

Project Description: Install 2" conduit in the north ROW @ 4801 Stone Ave., then bore 2" HDPE conduit w/96 count fiber optic to the south ROW of Stone Ave at 4800 Stone Ave then west to 1200 S Maple Street, then south out of Sioux City road ROW

Type of Work: Bored Installation of 2" HDPE conduit w/96 count fiber optic to provide service to the T-Mobile tower at the water tower located at 1200 S Maple Street.

- 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.

Matt Weiser
Digitally signed by Matt Weiser
DN: cn=Matt Weiser, o=Aureon, ou=Technology,
email=matt@nexusnetworks.com, c=US
Date: 2019.08.19 16:18:29 -05'00'
Applicant Signature Date: 8/23/2019


Gordon Phair
City Engineer

9-4-19
Date

FOR OFFICE USE ONLY

Date Submitted:	<u>8/23/19</u>	Permit/Resolution No. _____
Engineer Review:	<u>NW</u>	Date: <u>9/4/19</u>
Utility Review:	<u>DJ KB MH</u>	Date: <u>8/26/19</u>
Communication Review:	<u>GS</u>	Date: <u>8/26/19</u>

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

☐ Check ☐ Cash ☐ Credit Card



2019 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.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. Paving patches shall have a six (6) inch rock subbase and paving thickness shall match the existing pavement depth plus two (2) inches. Panel patching shall include full panel or half panel replacement. 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.

405 6th Street - 1st FL, LEX 447 - Sioux City, IA 51102 www.siouxcity.org

712-279-5077
712-279-6680

712-279-5166
712-225-6120

712-279-6919
712-279-6101

712-279-6389
712-279-6889

712-279-6204
712-279-6240

712-279-6886
712-279-6412

712-279-6195
712-279-6194



2019 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 on a primary and noncontributory basis 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): Maintain separation between utilities. Call 811 to locate utilities in the area. City GIS maps may have errors.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2019

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 have **ADDITIONAL INSURED** provisions or 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 LMC Insurance & Risk Management, Inc. 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Lindsay Gentry PHONE (A/C, No, Ext): 515-237-0150 E-MAIL ADDRESS: lindsay.gentry@lmcins.com FAX (A/C, No): 515-244-9535
INSURED Aureon IT, Inc., Aureon Technologies, Aureon Network Services, Aureon Communications LLC 7760 Office Plaza Drive South West Des Moines IA 50266	INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Insurance Company INSURER B: Travelers Indemnity Company INSURER C: Travelers Property Casualty Ins Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 304915500**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	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: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	630468M4913	12/15/2018	12/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	8101L111520	12/15/2018	12/15/2019	COMBINED SINGLE LIMIT (Ea 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 EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	CUP9J239925	12/15/2018	12/15/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

General Liability policy is primary and non-contributory with respects to City of Sioux City where required by written contract or agreement per form CGD425 (07/08)

City of Sioux City is an Additional Insured on a primary and non-contributory basis when required in a written contract or agreement with respects to the Auto Liability policy per form CAT474 (02/15)

Umbrella policy is over both the General and Automobile Liability policies and it follows form with respects to coverages

CERTIFICATE HOLDER**CANCELLATION**

City of Sioux City
PO Box 447
Sioux City IA 51102

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

BLANKET PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Iowa Network Services Inc dba
Aureon Network Services as Principal (hereinafter called "Principal") and
Employers Mutual Casualty Company 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 conditions 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 of 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 stance 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 term 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 10th day of July, 20 19

SURETY:

Employers Mutual Casualty Company
Surety Company

By: Jill Shaffer
Signature Attorney-in-Fact/Officer

Jill Shaffer
Name of Attorney-in-Fact/Officer
Employers Mutual Casualty Company
Company Name

PO Box 712
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-280-2511
Company Telephone Number

PRINCIPAL:

Iowa Network Services Inc dba Aureon Network Services

By: Peter M. Kenne
Signature

Peter M. Kenne
Name (Print/Type)
Leader of Network Operations
Title

7760 Office Plaza Drive South
Address

West Des Moines, IA 50266-5906
City, State, Zip Code

515-830-0110
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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JILL SHAFFER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

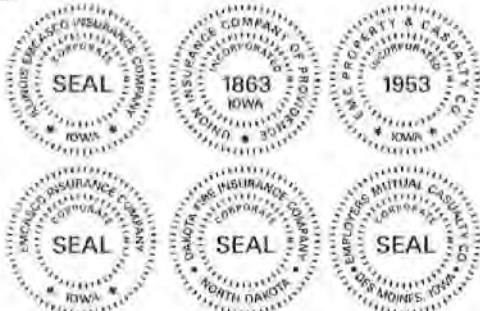
AUTHORITY FOR POWER OF ATTORNEY

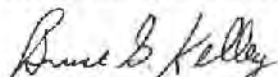
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

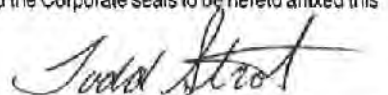
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals

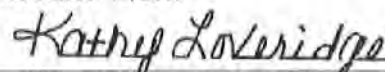



Bruce G. Kelley, CEO, Chairman of
Companies 2, 3, 4, 5 & 6; President
of Companies 1, 2 & 6; Treasurer of
Companies 1, 2, 3, 4 & 6


Todd Strother
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

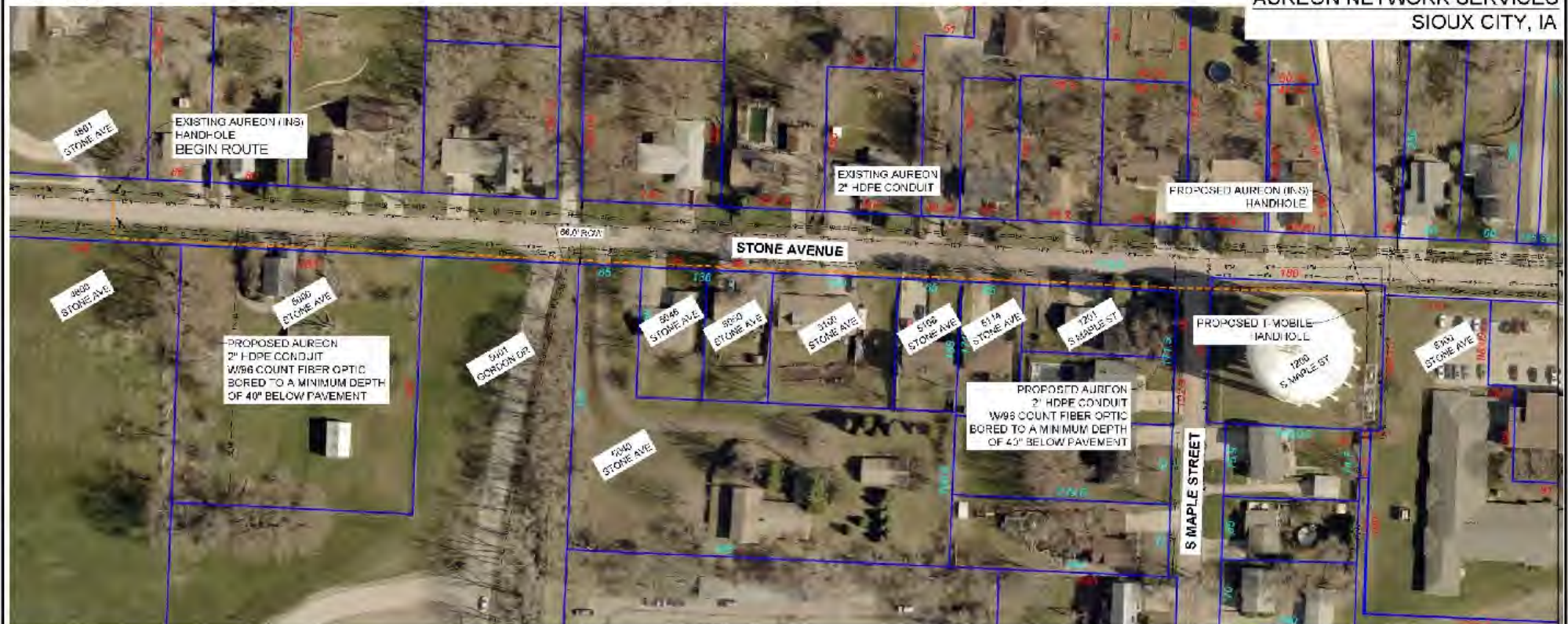

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of July, 2019.


James D. Clough
Vice President



NOTES

1. ALL ROADS, PAVED DRIVEWAYS AND SIDEWALKS WILL BE BORED.
2. DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR WILL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
3. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY PROJECT ACTIVITIES TO APPROXIMATE PRE-CONSTRUCTION CONDITIONS FOLLOWING THE COMPLETION OF CONSTRUCTION. ALL CONSTRUCTION MATERIALS AND DEBRIS WILL BE REMOVED FROM THE PROJECT AREA AND DISPOSED OF OFF-SITE. GRASS AREAS WILL BE SEEDED FOLLOWING CONSTRUCTION.
5. THE PROPOSED LINE BEING INSTALLED IS A 2" DIAMETER, ORANGE, HIGH DENSITY POLYETHYLENE CONDUIT WITH FIBER OPTIC CABLES.

UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

PROPOSED:

- 1340±2" ORANGE CONDUIT
- 1-HANDHOLE

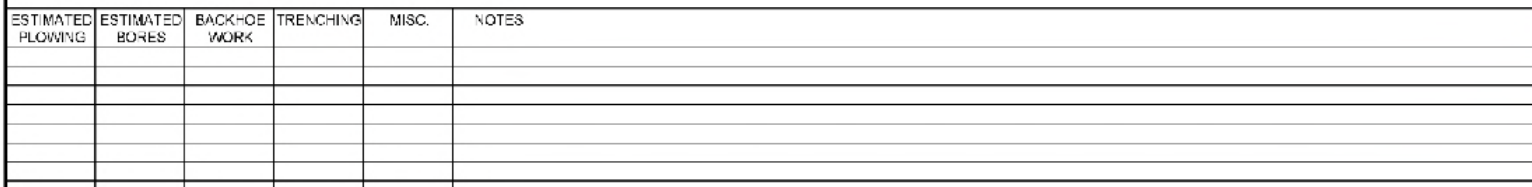
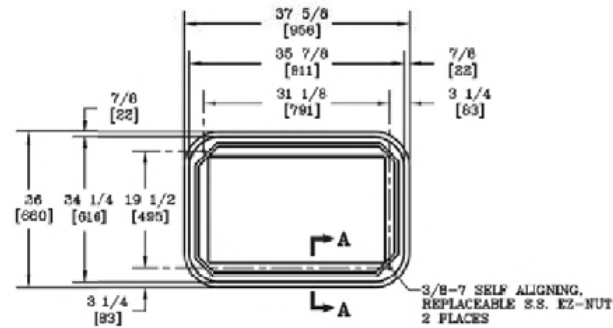



LEGEND

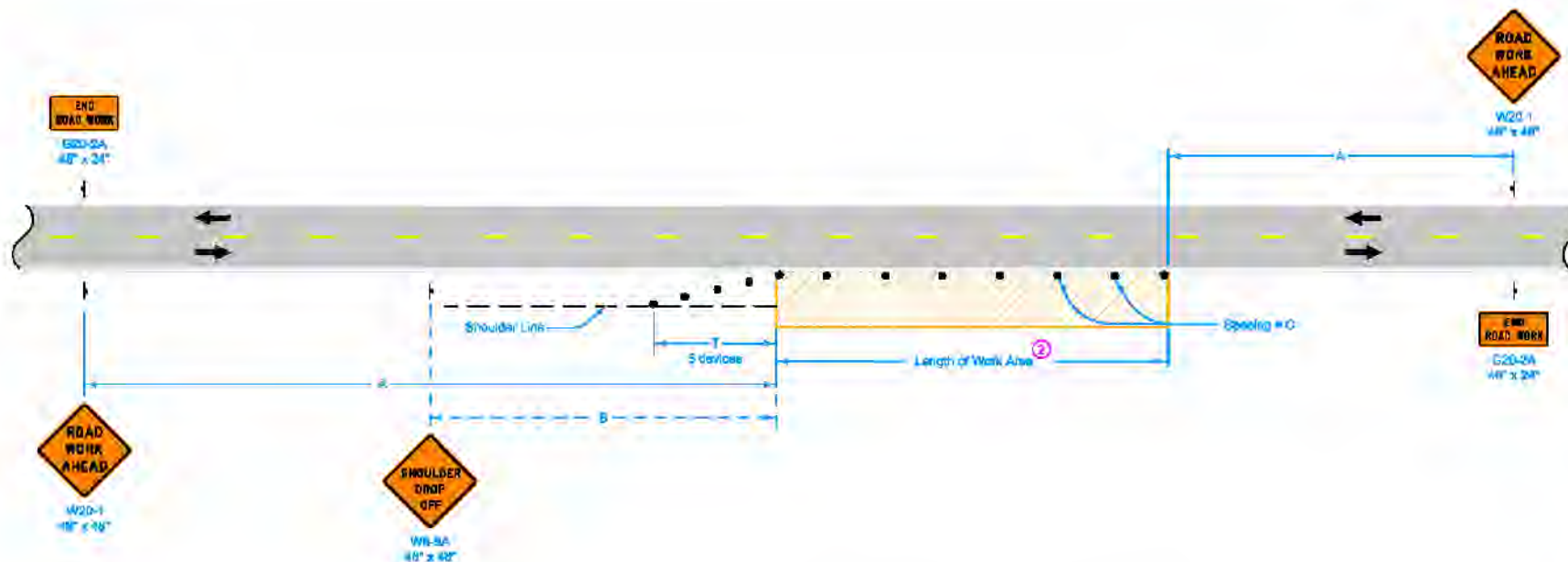
TELEPHONE PEDESTAL	1	SIGN	1
WATER VALVE	2	POWER POLE	2
FIRE HYDRANT	3	TELEVISION PEDESTAL	3
TELEPHONE LINE	4	SANITARY SEWER MAN-HOLE	4
CABLE TELEVISION LINE	5	STORM SEWER MAN-HOLE	5
FIBER OPTICS LINE	6	ROUND STORM SEWER INTAKE	6
WATERMAIN	7	STORM SEWER INTAKE	7
STORM SEWER	8	UNDERGROUND CONDUIT	8
SANITARY SEWER	9	HANDHOLE	9
GAS LINE	10	FIBER OPTIC VAULT	10
ELECTRIC LINE	11	FIBER OPTIC MAN-HOLE	11
OVER-HEAD ELECTRIC LINE	12		

ESTIMATED PLOWING	ESTIMATED BORES	BACK-HOE WORK	TRENCHING	MISC.	NOTES

AUREON			
PROJECT NO. _____			
SIOUX CITY, IOWA Sheet 1 of 1			
#	REVISION	DATE	NAME
1		8/23/19	
SCALE:			
DATE: 05-15-2019			



				
PROJECT NO. _____				
Sheet _____				
#	REVISION	DATE	NAME	SCALE:
(DATE): _____				



When a pavement edge drop-off exists, install a **SHOULDER DROP-OFF** sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.06.L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

Possible Contract Item:
Traffic Control

- ① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.
- ② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

LEGEND

- Traffic Sign
- 42" Channelizer
- Work Area
- Direction of Traffic

SPEED LIMIT (mph)	A	B	C ②	T
35 or less	500'	250'	40'	100'
40 - 48	700'	350'	60' ①	200'
50 or greater	1000'	500'	100' ①	200'

	REVISION	
	8	08-21-15
	STANDARD ROAD PLAN	
	TC-202	
SHEET 1 of 1		
REVISIONS: Modified general notes, changed title and relocated the DOT logo in the title block with the new version.		
APPROVED BY DESIGN METHOD ENGINEER		
WORK WITHIN 15 FT OF TRAVELED WAY		

<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: September 16, 2019

ACTION ITEM # 6A

FROM: Mike Collett, Assistant City Manager

SUBJECT: Resolution approving and accepting a grant agreement from the Iowa Department of Transportation for Commercial Service Vertical Infrastructure funding through the State Airport Development Program in the amount of \$134,923 to assist in hangar refurbishment, and potential new hangar construction projects at the Sioux Gateway Airport/Brigadier General Bud Day Field. (Project No. 9I200SUX200, Contract No. 21650)

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 allowing the Assistant City Manager to accept the award of a grant agreement from the Iowa Department of Transportation for Commercial Service Vertical Infrastructure funding through the State Airport Development Program in the amount of \$134,923 to assist in hangar refurbishment, and potential new hangar construction projects at the Sioux Gateway Airport/Brigadier General Bud Day Field. (Project Number 9I200SUX200, Contract No. 21650)

DISCUSSION:

The grant authorizes funds up to \$134,923 for refurbishment of existing hangars and potential construction of new hangars. There are no federal funds available for vertical infrastructure projects.

FINANCIAL IMPACT:

The grant will pay 100% of eligible project costs up to \$134,923.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility-Infrastructure

ALTERNATIVES:

Staff does not recommend alternatives as this grant requires no matching funds.

ATTACHMENTS:

Resolution
Grant

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION APPROVING AND ACCEPTING A GRANT AGREEMENT FROM THE IOWA DEPARTMENT OF TRANSPORTATION FOR COMMERCIAL SERVICE VERTICAL INFRASTRUCTURE FUNDING THROUGH THE STATE AIRPORT DEVELOPMENT PROGRAM IN THE AMOUNT OF \$134,923 TO ASSIST IN HANGAR REFURBISHMENT, AND POTENTIAL NEW HANGAR CONSTRUCTION PROJECTS AT THE SIOUX GATEWAY AIRPORT/BRIGADIER GENERAL BUD DAY FIELD. (PROJECT NO. 9I200SUX200, CONTRACT NO. 21650)

WHEREAS, pursuant to Resolution 2019-0329 passed and approved by the City Council on April 22, 2019, the City submitted to the Iowa Department of Transportation an application for Commercial Service Vertical Infrastructure funding through the State Airport Development Program to assist in hangar refurbishment, and potential new hangar construction projects at the Sioux Gateway Airport/Brigadier General Bud Day Field; and

WHEREAS, the Iowa Department of Transportation has submitted to the City a Grant Agreement in the amount of \$134,923, a copy of which is attached hereto and by this reference made a part hereof, which Grant Agreement should be approved and accepted as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the Grant Agreement from the Iowa Department of Transportation for Commercial Service Vertical Infrastructure funding through the State Airport Development Program in the amount of \$134,923 to assist in hangar refurbishment, and potential new hangar construction projects at the Sioux Gateway Airport/Brigadier General Bud Day Field, as referred to in the preamble hereof, be and the same is hereby approved and accepted.

BE IT FURTHER RESOLVED that the Assistant City Manager be and he is hereby authorized and directed to execute said Grant Agreement for and on behalf of the City of Sioux City, Iowa.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2020
COMMERCIAL SERVICE VERTICAL INFRASTRUCTURE PROGRAM (CSV)**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **Sioux Gateway Airport**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **City of Sioux City**, hereafter the "Airport".

Improvements shall consist of: **Terminal and Hangar Repair**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **91200SUX200**
Contract number: **21650**

2.0 GENERAL PROVISIONS

- 2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.03 The Iowa DOT agrees to reimburse the SPONSOR **100%** of the eligible project costs, not to exceed the maximum amount payable of **\$5134,923** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.
- 2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.
(<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)
- Competitive bid procedures for all projects greater than \$139,000.
 - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$77,000 and \$139,000
 - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$57,000 and \$139,000,
 - Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or

architectural plans and specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for two years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
- (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
 - (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
 - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
 - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
 - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.

- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
- (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

- 4.01 The Project is for the sole purpose and use of aviation related activities and must be owned by the SPONSOR. The SPONSOR shall not lease airport space constructed with this grant to activities unrelated to aviation.

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761 Chapter 720.10

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Stuart Anderson
Director
Planning, Programming and Modal Division

<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: September 6, 2019

ACTION ITEM # 6B

FROM: Tom Everett, Fire Chief

SUBJECT: Resolution approving and accepting Grant Agreement No. EMW-2019-SS-00032 from the State of Iowa Homeland Security and Emergency Management in the amount of \$165,500.00 in connection with the FY19 Homeland Security Grant Program.

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

Staff respectfully requests that the City Council approve a resolution to accept Grant Agreement No. EMW-2019-SS-00032 for FY19 Homeland Security Grant Program funding.

DISCUSSION:

On October 6, 2003, pursuant to Resolution No. 2003-0889, the City of Sioux City, Iowa, agreed to participate as a sponsoring organization along with the City of Cedar Rapids to provide resources to the Iowa Urban Search and Rescue Task Force One (IA-TF1).

On August 5, 2019, pursuant to Resolution No. 2019-0643, the Parties entered into a Memorandum of Understanding to reiterate their approval and support for the specialty team and its deployment as a resource to supplement and enhance disrupted or overburdened local emergency and disaster operations during times of an emergency or disaster and to provide assistance to other states pursuant to the Interstate Emergency Management Assistance Compact, as described in Iowa Code §§ 29C.8 (f), 29C.21.

The source of funding currently being used to support the IA-TF1's training, administrative and equipment needs are the Office for Domestic Preparedness Homeland Security Grants, which are passed through the Iowa Homeland Security and Emergency Management Department to each sponsoring organization.

Some of the highlights of Grant Agreement No. EMW-2019-SS-00032 include:

- Period of Performance for this grant is from 9/1/2019 through 6/30/2021
- The amount awarded is \$165,500.00
- There is no cost-share or match required for this funding. Iowa Homeland Security and Emergency Management will pay up to 100% of the eligible costs identified in the approved budget of \$165,500.

- Equipment purchases are authorized by the sub-grantee. (Sioux City Fire Rescue).
- Sioux City Fire Rescue will be required to use the reimbursement method as the preferred funding method for planning, training, training exercises and equipment costs.

By approving and accepting Grant Agreement No. EMW-2019-SS-00032 it allows Sioux City Fire Rescue to continue the process of developing and sustaining the Sioux City Division of IA-TF1 by providing specialized equipment and training for team members. It will also allow Sioux City Fire Rescue to utilize grant funds to offset administrative costs of the program.

FINANCIAL IMPACT:

Financing is provided by Federal Homeland Security Grants passed through the Iowa Homeland Security and Emergency Management Department.

RELATIONSHIP TO STRATEGIC PLAN:

Relates to Core Operation

II. Health and Safety Cluster: We will be known as a safe and healthy city.

ALTERNATIVES:

Not accept Grant Agreement No. EMW-2019-SS-00032, but staff does not recommend that.

ATTACHMENTS:

Resolution

Hard copies of the Grant Agreement will be provided.

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION APPROVING AND ACCEPTING GRANT AGREEMENT NO.
EMW-2019-SS-00032 FROM THE STATE OF IOWA HOMELAND SECURITY
AND EMERGENCY MANAGEMENT IN THE AMOUNT OF \$165,500.00 IN CON-
NECTION WITH THE FY19 HOMELAND SECURITY GRANT PROGRAM.

WHEREAS, the State of Iowa, through its Homeland Security and Emergency Management con-
tacted different fire departments in the State to determine the feasibility of creating State-spon-
sored Urban Search and Rescue teams; and

WHEREAS, on October 6, 2003, pursuant to Resolution No. 2003-0889, the City of Sioux City,
Iowa, agreed to participate as a sponsoring organization of the Iowa Urban Search and Rescue;
and

WHEREAS, on August 5, 2019, pursuant to Resolution No. 2019-0643, the Parties entered into
a Memorandum of Understanding to reiterate their approval and support for the specialty team
and its deployment as a resource to supplement and enhance disrupted or overburdened local
emergency and disaster operations during times of an emergency or disaster and to provide as-
sistance to other states pursuant to the Interstate Emergency Management Assistance Compact,
as described in Iowa Code §§ 29C.8 (f), 29C.21; and

WHEREAS, the State of Iowa has submitted to the City Grant Agreement No. EMW-2019-SS-
00032 in the amount of \$165,500.00 for FY19 Homeland Security Grant Program funding, which
Grant Agreement No. EMW-2019-SS-00032 should be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX
CITY, that Grant Agreement No. EMW-2019-SS-00032 from the State of Iowa in the amount of
\$165,500.00 for FY19 Homeland Security Grant Program funding, as referred to in the preamble
hereof, be and the same is hereby approved and accepted.

BE IT FURTHER RESOLVED, that the City Manager and Fire Chief be and they are hereby
authorized and directed to execute said Grant Agreement No. EMW-2019-SS-00032 for and on
behalf of the City of Sioux City, Iowa.

PASSED AND APPROVED: September 16, 2019

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: September 16, 2019

ACTION ITEM # 6C

FROM: Mike Collett, Assistant City Manager

SUBJECT: Resolution approving and accepting an Air Service Sustainment Grant from the Iowa Department of Transportation in the amount of \$48,000.00 to assist with marketing efforts and purchase of a new conveyor chute for Jet Bridge 2 at the Sioux Gateway Airport/Brigadier General Bud Day Field. (IDOT Project No. 9I200SUX135, Contract No. 21604)

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 a resolution allowing the Airport Director to accept the award of an Air Service Sustainment Grant from the Iowa Department of Transportation in the amount of \$48,000.00 to assist with marketing efforts and purchase of a new conveyor chute at the Sioux Gateway Airport/Brigadier General Bud Day Field.

DISCUSSION:

The total project amount is \$60,000.00 with State assistance of \$48,000.00 to assist in promoting the airport and air service provided at the Sioux Gateway Airport/Brigadier General Bud Day Field. The program funds were increased last year and expanded to include repairs and purchase of equipment to assist with daily flights. Funds will be used for advertising using print, radio and TV, sponsorships of local events, social media, marketing services, and purchase of a new conveyor chute.

FINANCIAL IMPACT:

The grant will pay 80% of eligible project costs up to \$48,000.00. The additional 20% will be paid by local funds budgeted in FY20 CIP.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility-Economic Opportunity

ALTERNATIVES:

The alternative would be to refuse the grant which Staff does not recommend.

ATTACHMENTS:

Resolution
IDOT Application

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION APPROVING AND ACCEPTING AN AIR SERVICE SUSTAINMENT GRANT FROM THE IOWA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$48,000.00 TO ASSIST WITH MARKETING EFFORTS AND PURCHASE OF A NEW CONVEYOR CHUTE AT THE SIOUX GATEWAY AIRPORT/BRIGADIER GENERAL BUD DAY FIELD. (IDOT PROJECT NO. 9I200SUX135, CONTRACT NO. 21604).

WHEREAS, pursuant to Resolution No. 2019-0328 passed and approved by the City Council on April 22, 2019, the City submitted to the Iowa Department of Transportation an application for Air Service Sustainment funding through the Iowa Air Service Development Program to assist in marketing the Sioux Gateway Airport/Brigadier General Bud Day Field; and

WHEREAS, the Iowa Department of Transportation has submitted to the City a Grant Agreement in the amount of \$48,000.00, a copy of which is attached hereto and by this reference made a part hereof, which Grant Agreement should be approved and accepted as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the Grant Agreement from the Iowa Department of Transportation for Air Service Sustainment funding through the Iowa Air Service Development Program in the amount of \$48,000.00 to assist in marketing the Sioux Gateway Airport/Brigadier General Bud Day Field and purchase of a conveyor chute, as referred to in the preamble hereof, be and the same is hereby approved and accepted.

BE IT FURTHER RESOLVED that the City Manager and Airport Director be and they are hereby authorized and directed to execute said Grant Agreement for and on behalf of the City of Sioux City, Iowa.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2020
AIR SERVICE DEVELOPMENT PROGRAM**

PROJECT NUMBER: 9I200SUX135
CONTRACT NUMBER: 21604

This is an agreement between the Sioux Gateway Airport (hereinafter referred to as SPONSOR) and the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT) for funding through the Iowa Air Service Development Program, under Iowa Code Section 328.12. Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the Iowa DOT agrees to provide authorized funding to the SPONSOR to help in air service development activities to include:

Purchase of a jetway bridge bag conveyor shuttle to support passenger loading, air service consulting/data analysis to support the recruitment of new airline routes. Additional activity will include print, radio, billboard, TV, digital, social media, and sponsorship advertising to promote air service options from the Sioux Gateway Airport.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree to:

1. The SPONSOR shall be the lead agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of air service development initiatives (hereinafter referred to as the PROJECT) in accordance with the FY 2020 Air Service Development Program Description and this agreement.
2. The Iowa DOT shall reimburse the SPONSOR for 80% of eligible PROJECT costs not to exceed \$48,000.
3. Funds must be obligated within six months of execution of the grant agreement. Claims for reimbursement with proof of expenditures must be submitted within one year of the date of the obligation of funds.
4. All notices required under this agreement shall be made in writing to the Iowa DOT Aviation Bureau and the SPONSOR's contact person. The Aviation Bureau contact shall be Tim McClung (515-339-1689). The SPONSOR's contact person shall be Mike Collett.
5. A report must be filed by the sponsor within 30 days of the final claim for reimbursement providing a summary of how funds were used and describing the successes and failures of activities funded through this Air Service Development agreement.
6. The SPONSOR shall solicit, or have solicited bids, for any work on this project in compliance with all applicable laws, ordinances and administrative rules.

7. The SPONSOR shall be responsible for the acceptance of the project. The Iowa DOT reserves the right to review project activities and to audit claims for reimbursement.
8. The SPONSOR shall submit Claims for Reimbursement to the Iowa DOT for eligible PROJECT costs, along with a copy of the billing statement and proof of payment. Reimbursements will be made in whole dollars and will be rounded down.
9. The SPONSOR shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SPONSOR receives state funds from the Iowa DOT.
10. The Iowa DOT's obligation hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or re-appropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations.
11. The Iowa DOT shall give the SPONSOR notice of any termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding for this program. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
12. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
13. This agreement is not assignable without the prior written consent of the Iowa DOT.
14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement constitutes the entire agreement between the Iowa DOT and the SPONSOR concerning this PROJECT. Representations made prior to the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the Iowa DOT and the SPONSOR.

EXECUTION OF THE AGREEMENT: In witness whereof, each of the authorized parties hereto has executed this Agreement as of the date shown with its signature below.

SPONSOR:

Signed this _____ day of _____, 2019

By: _____
Authorized Sponsor Representative

By: _____
Airport Manager

IOWA DEPARTMENT OF TRANSPORTATION:

Signed this _____ day of _____, 2019

By: _____
Stuart Anderson, P.E., Director
Planning, Programming, and Modal Division

X	Regular Session
	Study Session
	Closed Session

CITY OF SIOUX CITY REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 16, 2019

ACTION ITEM # 6D

FROM: Mike Collett, Assistant City Manager

SUBJECT: Resolution approving and accepting a grant agreement from the Iowa Department of Transportation through the State Airport Improvement Program in the amount of \$425,000 for the partial Rehabilitation of Taxiway A Project at the Sioux Gateway Airport/Brigadier General Bud Day Field. (Project No. 9I200SUX100, Contract No. 21634)

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

Staff respectfully requests the City Council approve the resolution allowing the Assistant City Manager to accept the award of a grant agreement from the Iowa Department of Transportation through the State Airport Improvement Program in the amount of \$425,000 for the partial Rehabilitation of Taxiway A Project at the Sioux Gateway Airport/Brigadier General Bud Day Field. (Project No. 9I200SUX100, Contract No. 21634)

DISCUSSION:

The Iowa Department of Transportation advised the Airport to apply for multiple grants with the probability of being awarded only one grant through the Airport Improvement Program. On August 12, 2019 the Iowa Transportation Commission awarded the Sioux Gateway Airport a grant for the partial rehabilitation of Taxiway A. This taxiway is deteriorating and the base material is from the 1940's.

FINANCIAL IMPACT:

The grant will pay 13% of eligible project costs up to a maximum of \$425,000. The total project cost is estimated at \$6,500,000. The Airport has funds programmed for this project in the FY21 CIP and is coordinating with the Air Guard and FAA for additional participation.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility-Infrastructure

ALTERNATIVES:

The alternative would be to refuse the grant which staff does not recommend.

ATTACHMENTS:

Resolution
Grant

RESOLUTION NO. 2019-_____
with attachments

RESOLUTION APPROVING AND ACCEPTING A GRANT AGREEMENT FROM THE IOWA DEPARTMENT OF TRANSPORTATION THROUGH THE STATE AIRPORT IMPROVEMENT PROGRAM IN THE AMOUNT OF \$425,000 FOR THE PARTIAL REHABILITATION OF TAXIWAY A PROJECT AT THE SIOUX GATEWAY AIRPORT/BRIGADIER GENERAL BUD DAY FIELD. (PROJECT NO. 9I200SUX100, CONTRACT NO. 21634)

WHEREAS, pursuant to Resolution 2019-0326 passed and approved by the City Council on April 22, 2019, the City submitted to the Iowa Department of Transportation an application for Airport Improvement Program funding through the State Airport Development Program to assist with the partial Rehabilitation of Taxiway A Project at the Sioux Gateway Airport/Brigadier General Bud Day Field; and

WHEREAS, the Iowa Department of Transportation has submitted to the City a Grant Agreement in the amount of \$425,000, a copy of which is attached hereto and by this reference made a part hereof, which Grant Agreement should be approved and accepted as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the Grant Agreement from the Iowa Department of Transportation for Airport Improvement Program funding through the State Airport Development Program in the amount of \$425,000 to assist with the partial Rehabilitation of Taxiway A Project at the Sioux Gateway Airport/Brigadier General Bud Day Field, as referred to in the preamble hereof, be and the same is hereby approved and accepted.

BE IT FURTHER RESOLVED that the Assistant City Manager be and he is hereby authorized and directed to execute said Grant Agreement for and on behalf of the City of Sioux City, Iowa.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2020
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Sioux City**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Sioux Gateway Airport** hereafter the "Airport."

Improvements shall consist of: **Rehabilitate Taxiway A**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **91200SUX100**
Contract number: **21634**

2.0 GENERAL PROVISIONS

- 2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.03 The Iowa DOT agrees to reimburse the SPONSOR **13%** of the eligible project costs, not to exceed the maximum amount payable of **\$425,000**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.
- 2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.
(<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)
- Competitive bid procedures for all projects greater than \$139,000.
 - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$77,000 and \$139,000
 - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$57,000 and \$139,000.
 - Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A, 18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and

specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any

person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
 - (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
 - (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
 - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
 - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
 - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance

- form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
 - (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be

required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10

- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.
- 6.00 EXECUTION OF THE AGREEMENT.** By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Stuart Anderson
Director
Planning, Programming and Modal Division

<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: September 16, 2019

ACTION ITEM # 6E

FROM: Mike Collett, Assistant City Manager

SUBJECT: Resolution approving and accepting Grant Agreement 3-19-0085-056-2019 from the Federal Aviation Administration (FAA) in the amount of \$3,496,949.00 to fund the construction of the Taxiway C South Reconstruction Project (Project No. 7056-749-120 / 03-19-0085-056-2019) at the Sioux Gateway Airport/Brigadier General Bud Day Field.

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 a resolution authorizing the Airport Director execute a grant agreement from the Federal Aviation Administration in the amount of \$3,496,949.00 to fund the construction of the Taxiway C South Reconstruction Project (Project No. 7056-749-120 / 03-19-0085-056-2019) at the Sioux Gateway Airport/Brigadier General Bud Day Field.

DISCUSSION:

This grant will cover approximately 90% of the construction costs. The overall project will include the removal of concrete and asphalt pavement, reconstruction and narrowing of Taxiway C to be right sized for current and future aircraft with asphalt, reconstructing the entrance to the south GA Ramp, expanding the drainage basin, updating LED lighting, and signage. The taxiways concrete base is the original from the 1940's build and the overlay has exceeded the end of its life expectancy for aircraft.

The City Council approved this grant application on June 24, 2019. (Resolution 2019-0512).

FINANCIAL IMPACT:

The cost for this project is \$3,901,882. The FAA will fund approximately 90%. The federal share is \$3,496,949 and the local share is \$404,933 and is programmed in the Airport CIP.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility-Infrastructure
#9 Increase Infrastructure and Paving Investment

ALTERNATIVES:

N/A

ATTACHMENTS:

Resolution

Grant Agreement will be provided from the FAA no later than September 13, 2019.

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION APPROVING AND ACCEPTING GRANT AGREEMENT 3-19-0085-056-2019 FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) IN THE AMOUNT OF \$3,496,949.00 TO FUND THE CONSTRUCTION OF THE TAXIWAY C SOUTH RECONSTRUCTION PROJECT (PROJECT NO. 7056-749-120 / 03-19-0085-056-2019 AT THE SIOUX GATEWAY AIRPORT/BRIGADIER GENERAL BUD DAY FIELD.

WHEREAS, the City has submitted to the Federal Aviation Administration an application for a grant of federal funds to fund the construction of the Taxiway C South Reconstruction Project (Project No. 7056-749-120 / 03-19-0085-056-2019) at the Sioux Gateway Airport/Brigadier General Bud Day Field; and

WHEREAS, the Federal Aviation Administration has submitted to the City Grant Agreement No. 3-19-0085-56-2019 in the amount of \$3,496,949.00 for said project, a copy of which is attached hereto and by this reference made a part hereof, which Grant Agreement No. 03-19-0085-056-2019 should be approved and accepted as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that Grant Agreement No. 03-19-0085-056-2019 from the Federal Aviation Administration in the amount of \$3,496,949.00 the construction of the Taxiway C South Reconstruction Project (Project No. 7056-749-120 / 03-19-0085-056-2019) at the Sioux Gateway Airport/Brigadier General Bud Day Field, as referred to in the preamble hereof, be and the same is hereby approved and accepted.

BE IT FURTHER RESOLVED that the Airport Director be and he is hereby authorized and directed to execute said Grant Agreement No. 03-19-0085-056-2019 for and on behalf of the City of Sioux City, Iowa.

PASSED AND APPROVED: September 16, 2019

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: September 16, 2019 **ACTION ITEM #** 7A

FROM: Angel Wallace, Parks and Recreation Manager

SUBJECT: Resolution temporarily closing Grandview Boulevard from 12th Street to 8th Street; West 7th Street from Pearl Street to Wesley Parkway; Wesley Parkway from West 7th Street to Bluff Street; Bluff Street from Wesley Parkway to 11th Street; and 11th Street from Bluff Street to Grandview Boulevard beginning at 12:30 p.m. and ending at 1:30 p.m. October 4, 2019 to accommodate the Bishop Heelan High School Homecoming Parade.

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

Staff respectfully requests and recommends the City Council approve the resolution for temporary street closures to facilitate the Bishop Heelan High School Homecoming Parade.

DISCUSSION:

Bishop Heelan High School requests the temporary street closures of Grandview Boulevard from 12th Street to 8th Street; West 7th Street from Pearl Street to Wesley Parkway; Wesley Parkway from West 7th Street to Bluff Street; Bluff Street from Wesley Parkway to 11th Street, and 11th Street from Bluff Street to Grandview Boulevard beginning at 12:30 p.m. and ending at 1:30 p.m. October 4, 2019 to accommodate the Bishop Heelan High School Homecoming Parade. The parade staging will commence at 12:00 p.m. in the Bishop Heelan High School parking lot at 1102 Grandview Boulevard.

The Special Event packet has been completed and routed to the required City departments for approval. The Organization will obtain all necessary permits. Area businesses on West 7th Street and Grandview Boulevard that will be impacted by the route have been contacted.

To promote safe community events, we propose to temporarily close these right-of-ways for the period specified.

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 street closures and direct the event coordinator to seek an alternative location.

ATTACHMENTS:

Resolution

Map

RESOLUTION NO. 2019 - _____

RESOLUTION TEMPORARILY CLOSING GRANDVIEW BOULEVARD FROM 12TH STREET TO 8TH STREET; WEST 7TH STREET FROM PEARL STREET TO WESLEY PARKWAY; WESLEY PARKWAY FROM WEST 7TH STREET TO BLUFF STREET; BLUFF STREET FROM WESLEY PARKWAY TO 11TH STREET; AND 11TH STREET FROM BLUFF STREET TO GRANDVIEW BOULEVARD BEGINNING AT 12:30 P.M. AND ENDING AT 1:30 P.M. OCTOBER 4, 2019 TO ACCOMMODATE THE BISHOP HEELAN HIGH SCHOOL HOMECOMING PARADE.

WHEREAS, Bishop Heelan High School desires to conduct a homecoming parade; and

WHEREAS, the homecoming parade involves the temporary street closures of Grandview Boulevard from 12th Street to 8th Street; West 7th Street from Pearl Street to Wesley Parkway; Wesley Parkway from West 7th Street to Bluff Street; Bluff Street from Wesley Parkway to 11th Street; and 11th Street from Bluff Street to Grandview Boulevard beginning at 12:30 p.m. and ending at 1:30 p.m. October 4, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that Grandview Boulevard from 12th Street to 8th Street; West 7th Street from Pearl Street to Wesley Parkway; Wesley Parkway from West 7th Street to Bluff Street; Bluff Street from Wesley Parkway to 11th Street; and 11th Street from Bluff Street to Grandview Boulevard be and the same are hereby temporarily closed beginning at 12:30 p.m. and ending at 1:30 p.m. October 4, 2019 to accommodate the Bishop Heelan High School Homecoming Parade.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Bishop Heelan Homecoming Parade



<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: September 16, 2019

ACTION ITEM # 7B

FROM: Angel Wallace, Parks and Recreation Manager

SUBJECT: Resolution temporarily closing S. Paxton Street from Peters Avenue to Laurel Avenue beginning at 8:00 a.m. and ending at 8:00 p.m. September 21, 2019 to accommodate the Morningside College Homecoming Celebration.

Reviewed By:	<input checked="" type="checkbox"/>	Department Director	<input 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 for a temporary street closure to facilitate the Morningside College Homecoming Celebration.

DISCUSSION:

Morningside College Homecoming Celebration request the temporary street closure of S. Paxton Street from Peters Avenue to Laurel Avenue beginning at 8:00 a.m. and ending at 8:00 p.m. on September 21, 2019 to accommodate the Morningside College Homecoming Celebration.

The Special event packet has been completed and routed to the required City departments for approval. The Organization has obtained all necessary approvals from commercial and residential property owners, if required. To promote safe community events, we propose to temporarily close this right-of-way for the period specified.

FINANCIAL IMPACT:

N/A

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Explore Destination Sioux City
Focus Area – Grow Sioux City Pride and activities.

ALTERNATIVES:

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

ATTACHMENTS:

Resolution
Map

RESOLUTION NO. 2019 - _____

RESOLUTION TEMPORARILY CLOSING SOUTH PAXTON STREET FROM PETERS AVENUE TO LAUREL AVENUE BEGINNING AT 8:00 A.M. AND ENDING AT 8:00 P.M. SEPTEMBER 21, 2019 TO ACCOMMODATE THE MORNINGSIDE COLLEGE HOMECOMING CELEBRATION.

WHEREAS, Morningside College desires to conduct a homecoming event; and

WHEREAS, the event involves the temporary street closure of S. Paxton Street from Peters Avenue to Laurel Avenue beginning at 8:00 a.m. and ending at 8:00 p.m. September 21, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that S. Paxton Street from Peters Avenue to Laurel Avenue be and the same is hereby temporarily closed beginning at 8:00 a.m. and ending at 8:00 p.m. September 21, 2019 for the Morningside College Homecoming Celebration.

PASSED AND APPROVED: September 16, 2019

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: September 16, 2019

ACTION ITEM # 7C

FROM: Angel Wallace, Parks and Recreation Manager

SUBJECT: Resolution temporarily closing W. 19 Street from Heartland Community Baptist Church (2201 W. 19th Street) to West Middle School (3301 W. 19th Street) beginning at 12:30 p.m. and ending at 3:00 p.m. October 4, 2019 for the West High School Homecoming Parade.

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

Staff respectfully requests the City Council approve the resolution for temporary street closure to facilitate the West High School Homecoming Parade.

DISCUSSION:

The West High Student Council requests the temporary street closure of West 19th Street from Heartland Community Baptist Church located at 2201 W. 19th Street to West Middle School located at 3301 W. 19th Street beginning at 12:30 p.m. and ending at 3:00 p.m. October 4, 2019 to accommodate the West High School Homecoming Parade. The parade staging will begin at 12:30 p.m. in the Heartland Community Baptist Church parking lot with the parade beginning at 1:30 p.m.

West High School administration has contacted the private residential facilities and churches to notify them of the temporary street closure and that assistance, with regard to temporary detours during the parade, will be provided. The Sioux City Police will be on site to assist with traffic control.

The Special Event packet has been completed and routed to the required City departments for approval. The Organization will obtain all necessary permits and notify residents and the church of the temporary street closure. To promote safe community events, we propose to temporarily close this right-of-way for the period specified.

FINANCIAL IMPACT:

N/A

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Explore Destination Sioux City
Focus Area – Grow Sioux City Pride and activities.

ALTERNATIVES:

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

ATTACHMENTS:

Resolution

Map

RESOLUTION NO. 2019 - _____

RESOLUTION TEMPORARILY CLOSING W. 19 STREET FROM HEARTLAND COMMUNITY BAPTIST CHURCH (2201 W. 19TH STREET) TO WEST MIDDLE SCHOOL (3301 W. 19TH STREET) BEGINNING AT 12:30 P.M. AND ENDING AT 3:00 P.M. OCTOBER 4, 2019 FOR THE WEST HIGH SCHOOL HOMECOMING PARADE.

WHEREAS, West High School desires to conduct a homecoming parade; and

WHEREAS, the homecoming parade involves the temporary street closure of W. 19th Street from Heartland Community Baptist Church (2201 W. 19th Street) to West Middle School (3301 W. 19th Street) beginning at 12:30 p.m. and ending at 3:00 p.m. October 4, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that W. 19th Street from Heartland Baptist Church (2201 W. 19th Street) to West Middle School (3301 W. 19th Street) be and the same is hereby temporarily closed beginning at 12:30 p.m. and ending at 3:00 p.m. October 4, 2019 to accommodate the West High School Homecoming Parade.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

West High School Homecoming Parade – October 4, 2019



<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: September 16, 2019

ACTION ITEM # 8A

FROM: Chris Myres, Economic Development

SUBJECT: Resolution Authorizing and Approving a First Amendment to Development Agreement with Tyrad, LLC and Pizza Ranch RE 1, LLC (Lot 3, Northern Valley Crossing, Fourth Addition).

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

Staff respectfully requests Council approval of the above resolution.

DISCUSSION:

On July 15, 2019 Council authorized and approved a development agreement which sold a small parcel in the Northern Valley Crossing Development to Tyrad, LLC for the expansion of the existing Pizza Ranch Restaurant. Tyrad, LLC owns and operates the Pizza Ranch building and the business itself, but not the land. The property transaction has not yet closed and Tyrad, LLC has requested the property be conveyed to Pizza Ranch RE 1, LLC which owns the land containing the existing Pizza Ranch Restaurant.

FINANCIAL IMPACT:

None.

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
First Amendment to Development Agreement

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION AUTHORIZING AND APPROVING A FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT WITH TYRAD, LLC AND PIZZA RANCH RE 1, LLC
(LOT 3, NORTHERN VALLEY CROSSING, FOURTH ADDITION)

WHEREAS, pursuant to Resolution No. 2019-0579, passed and approved by the City Council on July 15, 2019, the City of Sioux City and Tyrad, LLC entered into a Development Agreement authorizing and approving the conveyance of property located in the Northern Valley Crossing Development to Tyrad, LLC for the purpose of facilitating an expansion of the existing Pizza Ranch Restaurant currently located adjacent to said property; and

WHEREAS, Tyrad, LLC has requested the property be alternatively conveyed to Pizza Ranch RE 1, LLC; and

WHEREAS, a First Amendment to Development Agreement is necessary to allow for said conveyance of property from Tyrad, LLC to Pizza Ranch RE 1, LLC; and

WHEREAS, the City Council is advised and does believe that it is in the best interest of the City to approve said First Amendment to Development Agreement with Tyrad, LLC and Pizza Ranch RE 1, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY IOWA, that the First Amendment to the Development Agreement between the City of Sioux City and Tyrad, LLC and Pizza Ranch RE 1, LLC, attached hereto and by this reference made a part thereof, allowing for conveyance of Lot 3, Northern Valley Crossing, Fourth Addition to Pizza Ranch RE 1, LLC, 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 First Amendment to the Development Agreement with Tyrad, LLC and Pizza Ranch RE 1, LLC for and on behalf of the City of Sioux City.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(TYRAD, LLC AND PIZZA RANCH RE 1, LLC)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT made on this _____ day of _____ 2019, by and between the City of Sioux City, Iowa, an Iowa municipal corporation, and Tyrad, LLC, an Iowa Limited Liability Company, and Pizza Ranch RE 1, LLC an Iowa Limited Liability Company.

RECITALS

WHEREAS, on July 15, 2019, pursuant to Resolution 2019-0579, the City and Tyrad, LLC entered into a Development Agreement for the development of property located at Lot 3, Northern Valley Crossing, Fourth Addition, Sioux City, Iowa; and

WHEREAS, following approval of said Development Agreement and prior to the conveyance of said Property, Tyrad, LLC requested the property be conveyed to Pizza Ranch RE 1, LLC; and

WHEREAS, conveyance of the Property to an entity other than Tyrad, LLC requires approval of the City Council; and

WHEREAS, the City Council believes it is in the best interest of the City to convey said Property to Pizza Ranch RE 1, LLC; and

WHEREAS, the City and Tyrad, LLC wish to amend said Development Agreement and all necessary exhibits thereto to allow said Property to be conveyed to Pizza Ranch RE 1, LLC.

NOW, THEREFORE, IT IS AGREED that the Development Agreement is amended as follows:

1. The Introduction is hereby amended to read as follows:

WHEREAS, the Developer is willing to purchase and cause certain building improvements to be constructed on the Development Property (defined herein as the "Minimum Improvements"); and

WHEREAS, the Developer wishes the Development Property to be conveyed to Pizza Ranch RE 1, LLC; and

WHEREAS, the parties desire to memorialize their understandings with respect to the foregoing Project and other matters related to this development; and

2. Section 1.1, Definitions, Developer is hereby amended to read as follows:

Developer means Tyrad, LLC, an Iowa Limited Liability Company, and its successors and assigns and Pizza Ranch RE 1, LLC, an Iowa Limited Liability Company, and its successors and assigns.

3. Section 3.7 is hereby amended to read as follows:

The City shall convey title to the Development Property to the Developer by City Deed (hereinafter called the "Deed") in recordable form, substantially in the form attached hereto as Exhibit F, free and clear of all liens and encumbrances. Developer wishes to have property conveyed to Pizza Ranch RE 1, LLC. Title conveyed to the Developer

shall, however, be subject to all easements and restrictions of record, and to all of the conditions, covenants and restrictions contained in this Agreement.

4. Section 11.1(a) is hereby amended to read as follows:

in the case of Developer, is addressed or delivered personally to Developer at:

Tyrad, LLC
1002 6th Street SW
Orange City, Iowa 51041
Attention: Brad Cleveringa, Member

Pizza Ranch RE 1, LLC
201 19th Street SE
Orange City, Iowa 51041
Dean Kooima, Manager

5. EXHIBIT F, FORM OF CITY DEED is attached hereto and hereby amended to convey said property to Pizza Ranch RE 1, LLC.
6. In all other respects, the Development Agreement by and between the City of Sioux City, Iowa, Tyrad, LLC and Pizza Ranch RE 1, LLC shall remain in full force and effect.

[Remainder of this page intentionally left blank. Signature pages to follow.]

CITY OF SIOUX CITY, IOWA

By: _____
Robert E. Scott, Mayor

Attest: _____
Lisa L. McCardle, City Clerk

STATE OF IOWA)
 :
COUNTY OF WOODBURY)

BE IT REMEMBERED, on this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared Robert E. Scott and Lisa L. McCardle, to me personally known, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed hereto is the seal of the City of Sioux City, Iowa; that the said instrument was signed and sealed on behalf of said City of Sioux City, Iowa, and that the said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City of Sioux City, Iowa, by it and by them voluntarily executed.

NOTARY PUBLIC in and for said Woodbury and Iowa

TYRAD, LLC

By: Brad Cleveringa, Member

STATE OF IOWA)
 :
COUNTY OF SIOUX)

BE IT REMEMBERED, on this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared Brad Cleveringa, to me personally known, who, being by me duly sworn, did say that he is the Member of Tyrad, LLC; that the said instrument was signed on behalf of said Tyrad, LLC, and that the said Member acknowledged the execution of said instrument to be the voluntary act and deed of Tyrad, LLC by it and by them voluntarily executed.

NOTARY PUBLIC in and for said Sioux and Iowa

PIZZA RANCH RE 1, LLC

By: _____
Dean Kooima, Manager

STATE OF IOWA)
 :
COUNTY OF SIOUX)

BE IT REMEMBERED, on this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared Dean Kooima, to me personally known, who, being by me duly sworn, did say that he is the Manager of Pizza Ranch RE 1, LLC; that the said instrument was signed on behalf of said Pizza Ranch RE 1, LLC, and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of Pizza Ranch RE 1, LLC by it and by them voluntarily executed.

NOTARY PUBLIC in and for said Sioux and Iowa

EXHIBIT F

FORM OF CITY DEED

KNOW ALL MEN BY THESE PRESENTS: that the City of Sioux City, Iowa, a municipal corporation of the State of Iowa (hereinafter "Grantor"), in consideration of the Grantee named below undertaking the obligations of the Developer under the Agreement described below and the sum of ONE DOLLAR (\$1.00) in hand paid, and other good and valuable consideration, does hereby GRANT, SELL AND CONVEY unto Pizza Ranch RE 1, LLC (the "Grantee"), the following described parcel(s) situated in the County of Woodbury, State of Iowa, to-wit:

Lot 3, Fourth Addition, Northern Valley Crossing, Sioux City, Woodbury County, Iowa

This Deed is being delivered in fulfillment of the Grantor's obligations under and is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Development Agreement, executed by the City and Grantee herein, dated _____, 2019, (hereinafter the "Agreement"), a copy of which is on file for public inspection at the office of the City Clerk of the Grantor.

As set forth in the Agreement, the Grantee has agreed not to convey or mortgage this property, or any part thereof, without the consent of the Grantor until a Certificate of Completion releasing the Grantee from certain obligations of said Agreement as to this property or such part thereof then to be conveyed, has been placed on record.

Promptly after completion of the Minimum Improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with a Certificate of Completion in the form set forth in the Agreement. Such certification by the Grantor shall be (and the certification itself shall so state) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct said Minimum Improvements and the dates for the beginning and completion thereof, it being the intention of the parties that upon the granting and filing of the Certificate of Completion that all restrictions and reservations of title contained in this Deed with respect to the construction of said Minimum Improvements shall be forever released and terminated.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder of Woodbury, Iowa. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within twenty days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

In the event that an Event of Default occurs under Section 10.1 of the Agreement and the Grantee herein shall fail to cure such default within the period and in the manner stated in Section 10.2 of the Agreement, then the Grantor shall have the right to re-enter and take possession of the property and to terminate and revest in the Grantor the estate conveyed by this Deed to the Grantee, its assigns and successors in interest, in accordance with the terms of the Agreement.

<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: September 16, 2019 **ACTION ITEM #** 8B

FROM: Jeff Hanson, Community Development Operations Manager

SUBJECT: Resolution authorizing and approving a Subordination Agreement between Northwest Bank and the City of Sioux City, Iowa, in connection with the 48 South L.L.C. residential project located at 4800 Southern Hills Drive

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

Staff respectfully requests Council approve the above resolution which authorizes and approves a subordination agreement between Northwest Bank and the City of Sioux City.

DISCUSSION:

On August 27, 2018 the City Council approved a Development Agreement with 48 South L.L.C. for a new 100-unit residential project located at 4800 Southern Hills Drive. The Agreement includes a recorded Promissory Note in the amount of \$600,000.00. On January 28, 2019 the City Council approved a Subordination Agreement with Heritage Bank National Association. The property owner has refinanced the project and therefore a new subordination agreement has been requested by the new lender, Northwest Bank.

FINANCIAL IMPACT:

None.

RELATIONSHIP TO STRATEGIC PLAN:

Expand Development Opportunities and Grow Sioux City.

ALTERNATIVES:

None recommended.

ATTACHMENTS:

Resolution
Subordination Agreement (**HARD COPY**)

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION AUTHORIZING AND APPROVING A SUBORDINATION AGREEMENT BETWEEN NORTHWEST BANK AND THE CITY OF SIOUX CITY, IOWA, IN CONNECTION WITH THE 48 SOUTH L.L.C. RESIDENTIAL PROJECT LOCATED AT 4800 SOUTHERN HILLS DRIVE

WHEREAS, on August 27, 2018, pursuant to Resolution No. 2018-0700, the City entered into a Development Agreement and Promissory Note with 48 South L.L.C. for a residential development located at 4800 Southern Hills Drive, which Development Agreement was filed with the Woodbury County Recorder's Office on August 30, 2018 at Roll 760, Image 6720-6728 and the Promissory Note filed with the Woodbury County Recorder's Office on August 30, 2018 at Roll 760, Images 6729-6732; and

WHEREAS, 48 South L.L.C. is financing the project with Northwest Bank; and

WHEREAS, it has been requested that the City of Sioux City subordinate the lien to Northwest Bank in the form of a Subordination Agreement, a copy of which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Subordination Agreement described in the preamble hereof between the City of Sioux City and Northwest Bank 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 Subordination Agreement for and on behalf of the City.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



000000000003728367110007242019



NORTHWEST BANK

SUBORDINATION AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$9,975,000.00	07-24-2019	10-31-2020	3728367	9	0000252862-13	BL	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: 48 South, LLC
128 Gaul Dr
Sergeant Bluff, IA 51054

Lender: NORTHWEST BANK
Sioux City Branch
5801 Sunnybrook Drive
Sioux City, IA 51106

Creditor: City of Sioux City, Iowa
PO Box 447
Sioux City, IA 51102-0447

THIS SUBORDINATION AGREEMENT dated July 24, 2019, is made and executed among 48 South, LLC; 128 Gaul Dr; Sergeant Bluff, IA 51054 ("Borrower"); City of Sioux City, Iowa; PO Box 447; Sioux City, IA 51102-0447 ("Creditor"); and NORTHWEST BANK, Sioux City Branch, 5801 Sunnybrook Drive, Sioux City, IA 51106 ("Lender").

CURRENT INDEBTEDNESS OWING TO CREDITOR. As of the date of this Agreement, Borrower is indebted to Creditor in the aggregate amount of \$600,000.00. This amount is the total indebtedness of every kind from Borrower to Creditor.

REQUESTED FINANCIAL ACCOMMODATIONS. Creditor and Borrower each want Lender to provide financial accommodations to Borrower in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (C) other benefits to Borrower. Borrower and Creditor each represent and acknowledge to Lender that Creditor will benefit as a result of these financial accommodations from Lender to Borrower, and Creditor acknowledges receipt of valuable consideration for entering into this Agreement. Based on the representations and acknowledgments contained in this Agreement, Borrower and Creditor agree with Lender as follows:

SUBORDINATED INDEBTEDNESS. The words "Subordinated Indebtedness" as used in this Agreement mean all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from Borrower to Creditor. The term "Subordinated Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting the rights of a holder of security, all contingent obligations of Borrower (such as a guaranty), and all other obligations, secured or unsecured, of any nature whatsoever.

SUPERIOR INDEBTEDNESS. The words "Superior Indebtedness" as used in this Agreement mean and include all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from Borrower to Lender. The term "Superior Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting Lender's rights in security (such as paying for insurance on collateral if the owner fails to do so), all contingent obligations of Borrower (such as a guaranty), all obligations arising by reason of Borrower's accounts with Lender (such as an overdraft on a checking account), and all other obligations of Borrower to Lender, secured or unsecured, of any nature whatsoever.

SUBORDINATION. All Subordinated Indebtedness of Borrower to Creditor is and shall be subordinated in all respects to all Superior Indebtedness of Borrower to Lender.

PAYMENTS TO CREDITOR. Borrower will not make and Creditor will not accept, at any time while any Superior Indebtedness is owing to Lender, (A) any payment upon any Subordinated Indebtedness, (B) any advance, transfer, or assignment of assets to Creditor in any form whatsoever that would reduce at any time or in any way the amount of Subordinated Indebtedness, or (C) any transfer of any assets as security for the Subordinated Indebtedness, except upon Lender's prior written consent.

In the event of any distribution, division, or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of Borrower's assets, or the proceeds of Borrower's assets, in whatever form, to creditors of Borrower or upon any indebtedness of Borrower, whether by reason of the liquidation, dissolution or other winding-up of Borrower, or by reason of any execution sale, receivership, insolvency, or bankruptcy proceeding, assignment for the benefit of creditors, proceedings for reorganization, or readjustment of Borrower or Borrower's properties, then and in such event, (A) the Superior Indebtedness shall be paid in full before any payment is made upon the Subordinated Indebtedness, and (B) all payments and distributions, of any kind or character and whether in cash, property, or securities, which shall be payable or deliverable upon or in respect of the Subordinated Indebtedness shall be paid or delivered directly to Lender for application in payment of the amounts then due on the Superior Indebtedness until the Superior Indebtedness shall have been paid in full.

In order that Lender may establish its right to prove claims and recover for its own account dividends based on the Subordinated Indebtedness, Creditor does hereby assign all its right, title, and interest in such claims to Lender. Creditor further agrees to supply such information and evidence, provide access to and copies of such of Creditor's records as may pertain to the Subordinated Indebtedness, and execute such instruments as may be required by Lender to enable Lender to enforce all such claims and collect all dividends, payments, or other disbursements which may be made on account of the Subordinated Indebtedness. For such purposes, Creditor hereby irrevocably authorizes Lender in its discretion to make and present for or on behalf of Creditor such proofs of claims on account of the Subordinated Indebtedness as Lender may deem expedient and proper and to vote such claims in any such proceeding and to receive and collect any and all dividends, payments, or other disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Superior Indebtedness.

Should any payment, distribution, security, or proceeds thereof be received by Creditor at any time on the Subordinated Indebtedness contrary to the terms of this Agreement, Creditor immediately will deliver the same to Lender in precisely the form received (except for the endorsement or assignment of Creditor if necessary), for application on or to secure the Superior Indebtedness, whether it is due or not due, and until so delivered the same shall be held in trust by Creditor as property of Lender. In the event Creditor fails to make any such endorsement or assignment, Lender, or any of its officers on behalf of Lender, is hereby irrevocably authorized by Creditor to make the same.

CREDITOR'S NOTES. Creditor agrees to deliver to Lender, at Lender's request, all notes of Borrower to Creditor, or other evidence of the Subordinated Indebtedness, now held or hereafter acquired by Creditor, while this Agreement remains in effect. At Lender's request, Borrower also will execute and deliver to Creditor a promissory note evidencing any book account or claim now or hereafter owed by Borrower to Creditor, which note also shall be delivered by Creditor to Lender. Creditor agrees not to sell, assign, pledge or otherwise transfer any of such notes except subject to all the terms and conditions of this Agreement.

CREDITOR'S REPRESENTATIONS AND WARRANTIES. Creditor represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Creditor which would limit or qualify in any way the terms of this Agreement; (B) this Agreement is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Creditor as to the creditworthiness of Borrower; and (D) Creditor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Creditor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Creditor's risks under this Agreement, and Creditor further agrees that Lender shall have no obligation to disclose to Creditor information or material acquired by Lender in the course of its relationship with Borrower.

CREDITOR'S WAIVERS. Creditor waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Superior Indebtedness or of any nonpayment related to any Security Interests, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional Superior Indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any Security Interests held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to the Superior Indebtedness or any Security Interests for the

**SUBORDINATION AGREEMENT
(Continued)**

Superior Indebtedness without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Creditor, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold Security Interests for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such Security Interests, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (G) assign this Agreement in whole or in part.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

DURATION AND TERMINATION. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until Creditor shall notify Lender in writing at the address shown above to the contrary. Any such notice shall not affect the Superior Indebtedness owed Lender by Borrower at the time of such notice, nor shall such notice affect Superior Indebtedness thereafter granted in compliance with a commitment made by Lender to Borrower prior to receipt of such notice, nor shall such notice affect any renewals of or substitutions for any of the foregoing. Such notice shall affect only indebtedness of Borrower to Lender arising after receipt of such notice and not arising from financial assistance granted by Lender to Borrower in compliance with Lender's obligations under a commitment. Any notes lodged with Lender pursuant to the section titled "Creditor's Notes" above need not be returned until this Agreement has no further force or effect.

OTHER TERMS AND CONDITIONS. The following provisions are a part of this Agreement: No payments will be made to this loan until 7/31/2022.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Arbitration. Borrower and Creditor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Creditor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Creditor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Creditor also shall pay all court costs and such additional fees as may be directed by the court.

Authority. The person who signs this Agreement as or on behalf of Creditor represents and warrants that he or she has authority to execute this Agreement and to subordinate the Subordinated Indebtedness and the Creditor's security interests in Borrower's property, if any.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Iowa without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Iowa.

Choice of Venue. If there is a lawsuit, Creditor agrees upon Lender's request to submit to the jurisdiction of the courts of Woodbury County, State of Iowa.

Interpretation. In all cases where there is more than one Creditor, then all words used in this Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Creditor named in this Agreement or when this Agreement is executed by more than one, the words "Creditor" shall mean all and any one or more of them. Reference to the phrase "Creditor" includes the heirs, successors, assigns, and transferees of each of them.

Successors and Assigns. This Agreement shall be understood to be for the benefit of Lender and for such other person or persons as may from time to time become or be the holder or owner of any of the Superior Indebtedness or any interest therein, and this Agreement shall be transferable to the same extent and with the same force and effect as any such Superior Indebtedness may be transferable.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Subordination Agreement, as this Subordination Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Subordination Agreement from time to time.

Borrower. The word "Borrower" means 48 South, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Creditor. The word "Creditor" means City of Sioux City, Iowa.

Lender. The word "Lender" means NORTHWEST BANK, its successors and assigns.

Note. The word "Note" means the Note dated July 24, 2019 and executed by 48 South, LLC in the principal amount of \$9,975,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

Subordinated Indebtedness. The words "Subordinated Indebtedness" mean the indebtedness described in the section of this Agreement titled "Subordinated Indebtedness".

Superior Indebtedness. The words "Superior Indebtedness" mean the indebtedness described in the section of this Agreement titled "Superior Indebtedness".

BORROWER AND CREDITOR EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION AGREEMENT, AND BORROWER AND CREDITOR EACH AGREE TO ITS TERMS. THIS AGREEMENT IS DATED JULY 24, 2019.

CREDITOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS SUBORDINATION AGREEMENT AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

BORROWER:

48 SOUTH, LLC

AFTERSHOCK VENTURES, LLC, Managing Member of 48 South, LLC

By: 

Daniel D. Hiserote, Managing Member of Aftershock
Ventures, LLC

CREDITOR:

CITY OF SIOUX CITY, IOWA

By: _____

Authorized Signer for City of Sioux City, Iowa

By: _____

Authorized Signer for City of Sioux City, Iowa

LENDER:

NORTHWEST BANK

X _____

Brent Linn, Vice 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: September 16, 2019

ACTION ITEM # 8C

FROM: Mike Collett, Assistant City Manager

SUBJECT: Resolution approving and accepting the Memorandum of Agreement among the Federal Aviation Administration, the Iowa State Historic Preservation Office, and the City of Sioux City, Iowa regarding the proposed removal of WWII Chapel and Airmen's Housing Project.

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

Staff respectfully requests Council approve and accept the Memorandum of Agreement among the Federal Aviation Administration, the Iowa State Historic Preservation Office, and the City of Sioux City, Iowa regarding the developments relating to the potential removal of WWII Chapel and Airmen's Housing Project.

DISCUSSION:

This Memorandum of Agreement is to implement Section 106 of the National Historic Preservation Act for the proposed removal of the WWII Chapel and Airmen's Housing Project. This agreement is required in order to proceed with the removal and possible relocation of structures from the airport layout plan to make way for future economic opportunities.

FINANCIAL IMPACT:

This project is funded under CIP No. 663-201 Expedition Business Park.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

Deny this Memorandum of Agreement and leave the chapel in its current state and location.

ATTACHMENTS:

Resolution
Memorandum of Agreement

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION APPROVING AND ACCEPTING THE MEMORANDUM OF AGREEMENT AMONG THE FEDERAL AVIATION ADMINISTRATION, THE IOWA STATE HISTORIC PRESERVATION OFFICE, AND THE CITY OF SIOUX CITY, IOWA REGARDING THE PROPOSED REMOVAL OF WWII CHAPEL AND AIRMEN'S HOUSING PROJECT.

WHEREAS, as part of the Section 106 consultation process, this Memorandum of Agreement (MOA) has been developed, pursuant to 36 CFR 800.11(f), to govern the resolution of adverse effects associated with the proposed Undertaking on historic properties, as described below, and fulfillment of the Signatories' responsibilities under Section 106; and

WHEREAS, the Federal Aviation Administration (FAA); the City of Sioux City (City), and the Iowa State Historic Preservation Office (SHPO) are Signatories to this MOA due to the nature of their legal and economic relation to the proposed Undertaking; and

WHEREAS, the FAA is the lead Federal agency for compliance with Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470f) and is considering the City's requests (1) to approve the proposed revisions to the Airport Layout Plan for Sioux Gateway Airport (Airport) pursuant to 49 U.S.C. §§40103 and 47107; and (2) release of airport sponsor from Federal obligations incurred through an Airport Improvement grant or Federal surplus property under FAA Order 5190.6B; and

WHEREAS, an Environmental Assessment (EA) was prepared in compliance with requirements set forth in the National Environmental Policy Act (NEPA) of 1969, as amended. Title 36 CFR Section 800.8, the regulations implementing Section 106 of the National Historic Preservation Act, encourages Federal agencies to integrate the Section 106 and NEPA processes; and

WHEREAS, two parcels of Airport land containing a chapel and residential housing are developed with land uses that are not compatible with the operations of the Airport and are not within current City zoning regulation. These parcels, totaling about 24 acres, are located on the western side of Interstate 29, about 2,500 feet east of Runway 17-35 centerline; and

WHEREAS, FAA Order 1050.1F states that noise sensitive areas are areas where airport noise will interfere with normal activities associated with those uses. FAA includes residences and places of worship as noise sensitive land uses. Having residences or places of worship on an Airport is considered an incompatible land use according to FAA airport noise compatibility planning regulations; and

WHEREAS, the City proposes to remove the incompatible infrastructure, chapel and residential housing, and sell these two parcels of partially-developed Airport property (Undertaking); and

WHEREAS, the FAA has defined the Undertaking's area of potential effects (APE) in accordance with 36 CFR 800.16(d), for direct and indirect effects as inclusive of Parcels 1 and 2, and the SHPO has concurred; and

WHEREAS, the City has provided to the SHPO documentation following the guidelines for an Iowa Historic Property Study and has provided the SHPO with Iowa Site Inventory Forms for historic properties located within the APE; and

WHEREAS, the FAA determined that no known archeological resources would be affected in the APE and the SHPO concurred; and

WHEREAS, the FAA, in consultation with the SHPO has evaluated the eligibility of the WWII Chapel and the proposed Sioux City Air Base Airmen's Housing historic district for listing in the National Register of Historic Places (NRHP) within the APE; and

WHEREAS, the FAA has determined, and the SHPO has concurred, that the WWII Chapel located on Parcel 1 is eligible for the NRHP. The Chapel is significant under Criterion A for its association with the military training and separation activities conducted at the Sioux City Army Air Base and under Criterion C as an example of a U.S. Army Series 800-550 (CH-1) military chapel built in Iowa during the mobilization for World War II; and

WHEREAS, the FAA has determined, and the SHPO has concurred, that the proposed Sioux City Air Base Airmen's Housing historic district located on Parcel 1 is eligible for the NRHP. The proposed historic district is significant under Criterion A in the area of military for its association with the military's efforts after WWII to improve housing for married service personnel and their families, for retention of skilled airmen and technicians in the jet age of the Cold War and under Criterion C in the area of architecture as a work of the prominent Iowa architect, Amos B. Emery, who adapted a popular California architectural idiom and widespread national style to meet the United States military's needs; and

WHEREAS, the historic district for the proposed Undertaking, encompasses the 19 duplexes, their surrounding yard areas, two interior streets (Meek Avenue and Newell Street), and the ten sidewalks; and

WHEREAS, the FAA determined, and the SHPO concurred, that the 6 residential buildings known as the Sioux City Air Base Officers' Housing, located on Parcel 2, are not eligible for listing on the NHRP; and

WHEREAS, the FAA has determined that the proposed Undertaking will have an adverse effect on the WWII Chapel and Airmen's Housing historic district, both located on Parcel 1, and has consulted with the SHPO pursuant to 36 CFR part 800 of the regulations implementing Section 106 of the NHPA (54 U.S.C. §306108); and

WHEREAS, the FAA has determined that there are no alternatives that completely avoid or minimize the adverse effect to the historic district due to current and future aeronautical needs; and

WHEREAS, the FAA did not consult with Tribes as the proposed project location is entirely on airport property and does not significantly or uniquely affect tribal lands or their traditional cultural properties. The Proposed Action would have no potential to adversely affect any known archeological, historical, or sacred sites; and

WHEREAS, in accordance with 36 CFR §800.6(a)(1), the Advisory Council on Historic Preservation (ACHP) has been provided the required documentation and invited to participate in this MOA by the FAA and the ACHP chose not to participate in the consultation pursuant to 36 CFR §800.6(a)(1)(iii); and

WHEREAS, the public was afforded the opportunity to review and comment on the proposed Undertaking. Notice for the opportunity to comment on the Draft Environmental Assessment (Draft EA) was published in the Sioux City Journal newspaper and was sent to governmental agencies and other parties who expressed interest in commenting on the proposed Undertaking. The proposed MOA was included in the Draft EA's appendix for public comment. The Draft EA was released for public review and open to comment from July 5 through August 5, 2019; and

WHEREAS, the FAA has considered the views of the public, the City, and the SHPO and no comments were received by the close of the comment period for the Draft EA; and

WHEREAS, the FAA, the City, and the SHPO agree that the City may only proceed with demolition of the Airmen's Housing and the Officer's Housing upon compliance with Stipulations IV and V; and

WHEREAS, the FAA will submit an executed copy of this MOA pursuant to 36 CFR 800.11(f), to the ACHP; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the FAA, the City, and the SHPO agree that the proposed Undertaking shall be carried out in accordance with the following stipulations in order to resolve the adverse effect of the proposed Undertaking on the WWII Chapel and the Airmen's Housing historic district.

BE IT FURTHER RESOLVED that the Assistant City Manager be and he is hereby authorized and directed to execute said Memorandum of Agreement for and on behalf of the City.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE FEDERAL AVIATION ADMINISTRATION,
THE IOWA STATE HISTORIC PRESERVATION OFFICE,
AND THE CITY OF SIOUX CITY
IMPLEMENTING**

**SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR
THE PROPOSED REMOVAL OF WWII CHAPEL AND AIRMEN'S HOUSING
SIOUX GATEWAY AIRPORT
SIOUX CITY, WOODBURY COUNTY, IOWA**

WHEREAS, as part of the Section 106 consultation process, this Memorandum of Agreement (MOA) has been developed, pursuant to 36 CFR 800.11(f), to govern the resolution of adverse effects associated with the proposed Undertaking on historic properties, as described below, and fulfillment of the Signatories' responsibilities under Section 106; and

WHEREAS, the Federal Aviation Administration (FAA); the City of Sioux City (City), and the Iowa State Historic Preservation Office (SHPO) are Signatories to this MOA due to the nature of their legal and economic relation to the proposed Undertaking; and

WHEREAS, the FAA is the lead Federal agency for compliance with Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470f) and is considering the City's requests (1) to approve the proposed revisions to the Airport Layout Plan for Sioux Gateway Airport (Airport) pursuant to 49 U.S.C. §§40103 and 47107; and (2) release of airport sponsor from Federal obligations incurred through an Airport Improvement grant or Federal surplus property under FAA Order 5190.6B; and

WHEREAS, an Environmental Assessment (EA) was prepared in compliance with requirements set forth in the National Environmental Policy Act (NEPA) of 1969, as amended. Title 36 CFR Section 800.8, the regulations implementing Section 106 of the National Historic Preservation Act, encourages Federal agencies to integrate the Section 106 and NEPA processes; and

WHEREAS, two parcels of Airport land containing a chapel and residential housing are developed with land uses that are not compatible with the operations of the Airport and are not within current City zoning regulation. These parcels, totaling about 24 acres, are located on the

western side of Interstate 29, about 2,500 feet east of Runway 17-35 centerline (see Attachment 1); and

WHEREAS, FAA Order 1050.1F states that noise sensitive areas are areas where airport noise will interfere with normal activities associated with those uses. FAA includes residences and places of worship as noise sensitive land uses. Having residences or places of worship on an Airport is considered an incompatible land use according to FAA airport noise compatibility planning regulations; and

WHEREAS, the City proposes to remove the incompatible infrastructure, chapel and residential housing, and sell these two parcels of partially-developed Airport property (Undertaking); and

WHEREAS, the FAA has defined the Undertaking's area of potential effects (APE) in accordance with 36 CFR 800.16(d), for direct and indirect effects as inclusive of Parcels 1 and 2 (see Attachment 2) and the SHPO has concurred; and

WHEREAS, the City has provided to the SHPO documentation following the guidelines for an Iowa Historic Property Study and has provided the SHPO with Iowa Site Inventory Forms for historic properties located within the APE; and

WHEREAS, the FAA determined that no known archeological resources would be affected in the APE and the SHPO concurred; and

WHEREAS, the FAA, in consultation with the SHPO has evaluated the eligibility of the WWII Chapel and the proposed Sioux City Air Base Airmen's Housing historic district for listing in the National Register of Historic Places (NRHP) within the APE; and

WHEREAS, the FAA has determined, and the SHPO has concurred, that the WWII Chapel located on Parcel 1 is eligible for the NRHP. The Chapel is significant under Criterion A for its association with the military training and separation activities conducted at the Sioux City Army Air Base and under Criterion C as an example of a U.S. Army Series 800-550 (C11-1) military chapel built in Iowa during the mobilization for World War II; and

WHEREAS, the FAA has determined, and the SHPO has concurred, that the proposed Sioux City Air Base Airmen's Housing historic district located on Parcel 1 is eligible for the NRHP. The proposed historic district is significant under Criterion A in the area of military for its association with the military's efforts after WWII to improve housing for married service personnel and their families, for retention of skilled airmen and technicians in the jet age of the Cold War and under Criterion C in the area of architecture as a work of the prominent Iowa

architect, Amos B. Emery, who adapted a popular California architectural idiom and widespread national style to meet the United States military's needs; and

WHEREAS, the historic district for the proposed Undertaking, encompasses the 19 duplexes, their surrounding yard areas, two interior streets (Meek Avenue and Newell Street), and the ten sidewalks; and

WHEREAS, The FAA determined, and the SHPO concurred, that the 6 residential buildings known as the Sioux City Air Base Officers' Housing, located on Parcel 2, are not eligible for listing on the NHP; and

WHEREAS, the FAA has determined that the proposed Undertaking will have an adverse effect on the WWII Chapel and Airmen's Housing historic district, both located on Parcel 1, and has consulted with the SHPO pursuant to 36 CFR part 800 of the regulations implementing Section 106 of the NHPA (54 U.S.C. §306108); and

WHEREAS, the FAA has determined that there are no alternatives that completely avoid or minimize the adverse effect to the historic district due to current and future aeronautical needs; and

WHEREAS, the FAA did not consult with Tribes as the proposed project location is entirely on airport property and does not significantly or uniquely affect tribal lands or their traditional cultural properties. The Proposed Action would have no potential to adversely affect any known archeological, historical, or sacred sites; and

WHEREAS, in accordance with 36 CFR §800.6(a)(1), the Advisory Council on Historic Preservation (ACHP) has been provided the required documentation and invited to participate in this MOA by the FAA and the ACHP chose not to participate in the consultation pursuant to 36 CFR §800.6(a)(1)(ii); and

WHEREAS, the public was afforded the opportunity to review and comment on the proposed Undertaking. Notice for the opportunity to comment on the Draft Environmental Assessment (Draft EA) was published in the Sioux City Journal newspaper and was sent to governmental agencies and other parties who expressed interest in commenting on the proposed Undertaking. The proposed MOA was included in the Draft EA's appendix for public comment. The Draft EA was released for public review and open to comment from July 5 through August 5, 2019; and

WHEREAS, the FAA has considered the views of the public, the City, and the SHPO and no comments were received by the close of the comment period for the Draft EA; and

WHEREAS, the FAA, the City, and the SHPO agree that the City may only proceed with demolition of the Airmen's Housing and the Officer's Housing upon compliance with Stipulations IV and V; and

WHEREAS, the FAA will submit an executed copy of this MOA pursuant to 36 CFR 800.11(T), to the ACIP; and

NOW, THEREFORE, the FAA, the City, and the SHPO agree that the proposed Undertaking shall be carried out in accordance with the following stipulations in order to resolve the adverse effect of the proposed Undertaking on the WWII Chapel and the Airmen's Housing historic district.

STIPULATIONS

If the FAA issues a determination approving the proposed Undertaking as described in the Environmental Assessment, the FAA, in coordination with the SHPO and the City will ensure that the following mitigation measures are carried out:

I. APPLICABILITY

This MOA establishes procedures for consultation and coordination among the FAA, the SHPO, and the City for compliance with Section 106 of the NHPA regarding the proposed Undertaking. This MOA also establishes the mitigation measures that must be completed to resolve the adverse effects of the proposed Undertaking.

II. ROLES AND RESPONSIBILITIES

- A. The director of the FAA Central Region, Airports Division is the Federal agency official responsible for compliance with this MOA.
- B. The FAA will ensure that its personnel or individuals carrying out historic preservation compliance work on its behalf meet the Secretary of the Interior's *Professional Qualification Standards* (36 CFR Part 61) and have the knowledge to assess the resources within the Undertaking's APE.
- C. The FAA remains responsible for all determinations of NRHP eligibility and effect. The FAA may not delegate consultation for findings and determinations to professional services consultants.

III. COMMUNICATION

- A. Project correspondence related to compliance with the stipulations in this MOA will be submitted to the FAA, SHPO, and the City concurrently.
- B. The FAA, SHPO, and the City shall each designate a consultation representative. The points of contact for each is provided in **Attachment 3**. Changes to the consultation representatives will be provided to the FAA, SHPO, and the City within seven (7) calendar days of such change.

IV. MITIGATION ALTERNATIVES FOR WWII CHAPEL

The City proposes to relocate the WWII Chapel off Airport property and has received interest from a not-for-profit group to take over ownership and maintenance of the chapel on its new location. This not-for-profit group would like to use the chapel as a World War II memorial and would make the museum available for public event rentals. However, this not-for-profit group has not yet fully been formed and approved, and would need to raise funds to take over ownership of the chapel. Should this not-for-profit group not be able to take over ownership of the chapel, the City will initiate the following mitigation alternatives as part of the MOA:

Alternative 1 – Sale and Relocation of Chapel to an Outside Party

OR

Alternative 2 - Sale and Demolition of the Chapel for Salvage of Materials

Steps for Implementing Alternative 1 or Alternative 2:

1. The City will place an advertisement in the local newspapers following standard practices for Alternatives 1 and 2 within 1-year after the FAA provides an environmental determination on the Undertaking. Contact will also be made to major surrounding metro realtors and associations.
2. Sealed bids for Alternatives 1 and 2 will be conducted at the same time and will be accepted for a minimum of 60-calendar days after initial advertisement.
3. A minimum bid of \$1.00 will be set for both alternatives.
4. The chapel will be offered "as is" and the sale is final with all removal fees to be covered by the new owner.
5. If bids are accepted for Alternative 1, terms of the sale will need to ensure the preservation of the chapel according to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
6. Bids for Alternative 1 will be considered first. If a sale falls through with the original accepted buyer, the City will move to the next highest bid for Alternative 1.
7. If the requirements of Alternative 1 are not met, bids will be considered for Alternative 2, sale and complete demolition for salvage materials by the buyer. If

that sale also falls through, the City can proceed directly to considering Alternative 3.

Alternative 3 - Demolition of the Chapel by the City

In the case that Alternatives 1 or 2 are not executed in a timely manner, then the City will move forward with demolition of all remaining structures on the site and site cleanup.

V. MITIGATION ALTERNATIVES FOR AIRMEN'S HOUSING HISTORIC DISTRICT

The City contacted the not-for-profit group that is interested in the WWII Chapel, mentioned above, to see if they had interest in accepting ownership and maintenance of one or more of the Airmen's Housing residential structures. The not-for-profit group has indicated that they are not financially able to accept ownership and maintenance of any of these structures. As part of the MOA, the following mitigation alternatives for the Airmen's Housing residential structures are:

Alternative 1 – Sale and Relocation of Airmen's Housing to an Outside Party

OR

Alternative 2 - Sale and Demolition of Airmen's Housing for Salvage of Materials

Steps for Implementing Alternative 1 or Alternative 2:

1. The City will place an advertisement in the local newspapers following standard practices for Alternatives 1 and 2 within 1-year after the FAA provides an environmental determination on the Undertaking. Contact will also be made to major surrounding metro realtors and associations.
2. Sealed bids for Alternatives 1 and 2 will be conducted at the same time and will be accepted for a minimum of 60-calendar days after initial advertisement.
3. A minimum bid of \$1.00 will be set for both alternatives.
4. The Airmen's Housing will be offered "as is" and the sale is final with all removal fees to be covered by the new owner.
5. If bids are accepted for Alternative 1, terms of the sale will need to ensure the preservation of the Airmen's Housing according to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
6. Bids for Alternative 1 will be considered first. If a sale falls through with the original accepted buyer, the City will move to the next highest bid for Alternative 1.
7. If the requirements of Alternative 1 are not met, bids will be considered for Alternative 2, sale and complete demolition for salvage materials by the buyer. If that sale also falls through, the City can proceed directly to considering Alternative 3.

Alternative 3 - Demolition of the Airmen's Housing by the City

In the case that Alternatives 1 or 2 are not executed in a timely manner, then the City will move forward with demolition of all remaining structures on the site and site cleanup.

VI. ADDITIONAL MITIGATION MEASURES

- A. The City will create and display a plaque in the Mid-America Museum of Aviation and Transportation regarding the history of the WWII Chapel and the Sioux City Air Base Airmen's and Officer's Housing.
- B. The City will create and display on the Airport's website the history of the WWII Chapel and the Sioux City Air Base Airmen's and Officer's Housing.

VII. REPORTING AND MONITORING

- A. Once all stipulations of this MOA are fulfilled, within sixty (60) calendar days thereafter, the Airport Sponsor shall provide the SHPO and the FAA with a brief written report of its completion of the stipulations as outlined.
- B. Should the FAA or the SHPO be unsatisfied with the progress of the City in meeting the stipulations of this MOA, the FAA and the SHPO shall consult with the City to address the problem(s) according to Stipulation IX, DISPUTE RESOLUTION.

VIII. POST-REVIEW DISCOVERIES

The Proposed Action is not anticipated to effect archaeological resources or other historic properties. Therefore, mitigation measures are not proposed. However, in the unlikely event that there is a discovery of (i) archaeological material, (ii) historic properties, or (iii) unanticipated effects on historic properties during construction, construction activities and/or work in the direct vicinity of the findings shall stop immediately and the selected contractor would contact the City. The City would coordinate with the FAA and SHPO and construction activities would not resume without verbal and/or written authorization. No further construction in the area of discovery will proceed until the requirements of 36 CFR § 800.13 have been satisfied, as applicable, including consultation with federally recognized Native American tribes that may attach traditional cultural and religious significance to the discovered property.

IX. DISPUTE RESOLUTION

Should any signatory to this MOA (FAA, SHPO, and City) object to any actions carried out or proposed with respect to the implementation of this MOA, they should notify the FAA, and the FAA shall consult with the objecting party to resolve the objection. FAA will notify the other signatories to this MOA of the objection and invite their views and

recommendations as needed to resolve the objection. If the FAA determines that such objection cannot be resolved, the FAA will:

- A. Forward all documentation relevant to the dispute, including the FAA's proposed resolution, to the ACHP. The ACHP shall provide the FAA with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FAA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The FAA will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) calendar day time period, the FAA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FAA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the signatories and the ACHP, and provide the signatories and the ACHP with a copy of such written response.
- C. FAA may then proceed according to its decision. The signatories remain responsible for carrying out all the other actions subject to the terms of this MOA that are not the subject of the dispute.

X. AMENDMENT

Any signatory to this agreement may propose to the other signatories that this MOA be amended, whereupon the signatories will consult in accordance with 36 CFR Part 800.6(c)(7) to consider such an amendment. Any such amendment proposed shall be adopted immediately upon the written concurrence of the signatories. Upon adoption, the FAA will file the amendment with the Advisory Council.

XI. TERMINATION

- A. If any signatory to this MOA determines that its terms will not, or cannot be carried out, that signatory shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VIII. If within forty-five (45) calendar days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.
- B. Once the MOA is terminated and prior to work continuing on the proposed Undertaking, FAA must either (a) execute another MOA or agreement with different terms pursuant to 36 CFR §800.6 or (b) take into account and respond to the comments of the ACHP under 36 CFR §800.7. FAA shall notify the signatories as to the course of action it will pursue.

The FAA will undertake its obligations pursuant to applicable statutes, regulations, and Orders.

XII. EFFECTIVE DATE AND DURATION

- A. This MOA will be effective on the date the last Signatory signs the MOA.
- B. This MOA will expire if its terms are not carried out within five (5) years from the Effective Date. Prior to expiration of the MOA, the Signatories shall consult to reconsider the terms of the MOA and amend it in accordance with Stipulation X.

If the Undertaking has not started implementation within one (1) year of the execution of this MOA, then this MOA should be considered null and void. In such an event, the FAA shall so notify the signatories to this MOA, and if it chooses to continue with the Undertaking, shall re-initiate consultation, in accordance with 36 CFR 800.6(c)(7).

EXECUTION of this Memorandum of Agreement by the FAA, SHPO, and the City and the implementation of its terms, evidences that the FAA has taken into account the effects of this proposed Undertaking on historic properties and afforded the ACIP an opportunity to comment. The Signatories to this MOA represent that they have the authority to sign for and bind the entities on behalf of whom they sign.

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**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE FEDERAL AVIATION ADMINISTRATION,
THE IOWA STATE HISTORIC PRESERVATION OFFICE,
AND THE CITY OF SIOUX CITY
IMPLEMENTING**

**SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR
THE PROPOSED REMOVAL OF WWII CHAPEL AND AIRMEN'S HOUSING
SIOUX GATEWAY AIRPORT
SIOUX CITY, WOODBURY COUNTY, IOWA**

Signatory:

FEDERAL AVIATION ADMINISTRATION

By: _____ Date: _____
Jim A. Johnson, Director, Central Region Airports Division

**MEMORANDUM OF AGREEMENT
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THE PROPOSED REMOVAL OF WWII CHAPEL AND AIRMEN'S HOUSING
SIOUX GATEWAY AIRPORT
SIOUX CITY, WOODBURY COUNTY, IOWA**

Signatory:

IOWA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____
Steve King, State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE FEDERAL AVIATION ADMINISTRATION,
THE IOWA STATE HISTORIC PRESERVATION OFFICE,
AND THE CITY OF SIOUX CITY
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**SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR
THE PROPOSED REMOVAL OF WWII CHAPEL AND AIRMEN'S HOUSING
SIOUX GATEWAY AIRPORT
SIOUX CITY, WOODBURY COUNTY, IOWA**

Signatory:

CITY OF SIOUX CITY

By:
Mike Collett, Assistant City Manager

Date:

Attachment 1: Proposed Undertaking



Attachment 2: Area of Potential Effect



Attachment 3: Points of Contact

Federal Aviation Administration

Primary contact:

Jim Johnson
Central Region Airport Division Director
Airports Division (ACE-600), Room 364
901 Locust St.
Kansas City, MO 64106-2325
816-329-2600
Jim.Johnson@faa.gov
Method of contact for project notification and documentation: email
Method of contact for other communication: email or phone

Secondary contact:

Scott Tener
Environmental Specialist
901 Locust St., Room 364
Kansas City, MO 64106-2325
816-329-2639
Scott.Tener@faa.gov
Method of contact for project notification and documentation: email
Method of contact for other communication: email or phone

Iowa State Historic Preservation Office

Primary contact:

Steve King
Deputy State Historic Preservation Officer
600 E. Locust St.
Des Moines, IA 50319
515-281-4013
Steven.King@iowa.gov
Method of contact for project notification and documentation: [postal mail or email]
Method of contact for other communication: [postal mail, email, phone call]

Secondary contact:

Sara André
Architectural Historian, Historic Preservation

600 E. Locust St.
Des Moines, IA 50319
515-242-6157
Sara. Andre@iowa.gov
Method of contact for project notification and documentation: [postal mail or email]
Method of contact for other communication: [postal mail, email, phone call]

City of Sioux City

Primary contact:

Mike Collett
Assistant City Manager (Airport Director)
405 6th Street
P. O. Box 447
Sioux City, IA 51102
712-279-6408
mcollett@sioux-city.org
Method of contact for project notification and documentation: [email, phone, postal mail]
Method of contact for other communication: [email, phone, postal mail]

Secondary contact:

John Backer
Airport Operations Manager
2403 Aviation Blvd.
Sioux City, IA 51111
712-279-6167
jbacker@sioux-city.org
Method of contact for project notification and documentation: [email, phone, postal mail]
Method of contact for other communication: [email, phone, postal mail]

<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: September 16, 2019 **ACTION ITEM #** 9A&B

FROM: Janelle M. Bertrand, Human Resources Director
Jill Wanderscheid, Neighborhood Services Manager

Resolution amending the Position Classification Manual adopted by Resolution No. S-31050 by approving and adopting an updated job description for the position of Rehabilitation Technician, Class Code IV-4212

SUBJECT: Resolution amending the Position Classification Manual adopted by Resolution No. S-31050 by adding thereto the position, title and job description of Senior Rehabilitation Specialist, Class Code IV-4220; amending the salary schedule and authorizing said position in the Neighborhood Services Division of the Community Development Department.

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

Staff respectfully requests the City Council pass and approve resolutions to:

- Amend the Position Classification Manual by approving and adopting an updated job description for the position of Rehabilitation Technician, Class Code IV-4212
- Amend the Position Classification Manual by adding the position, title and job description of Senior Rehabilitation Specialist, Class Code IV-4220; amend the salary schedule and authorize said position in the Neighborhood Services Division of the Community Development Department.

DISCUSSION:

The Neighborhood Services Division administers several housing rehabilitation programs which require a large amount of federal grant knowledge and construction expertise. The number and type of positions fluctuate with the amount of federal funding available. For the last several years there have been two (2) Rehabilitation Technician positions within the Division. However, a new position, entitled Senior Rehabilitation Technician, was approved within the FY 2019 Operating budget. Therefore, the current Operating Budget for the Division allows for one Rehabilitation Technician and one Senior Rehabilitation Technician. This request includes updates to the Rehabilitation Technician job description and the approval of the new Senior Rehabilitation Technician job classification and description.

Rehabilitation Technician

The staff person previously in this role retired in June 2018. The current job description includes several items regarding lead-based paint which requires a Lead Inspector / Risk Assessor (LI/RA) certification. However, an individual must have at least three (3) years of construction experience in order to be eligible to take the course and the corresponding exam to receive their certification. City staff believes that this is a position an individual can grow into, manage smaller projects that do not require a LI/RA certification, and then become eligible for the LI/RA certification after working for the City of Sioux City for three (3) years.

Senior Rehabilitation Technician

This new position is responsible for the management of housing rehabilitation projects that require a LI/RA certification (any project with more than \$5,000 in federal funding utilized). This position acts as quality control for the Rehabilitation Technician position as well. The Senior Rehabilitation Technician would be responsible for technical and detailed work including the overseeing of any new housing construction funded by the Neighborhood Services Division funding sources as well as the management of small public infrastructure projects.

FINANCIAL IMPACT:

The funding for these positions is already in place; there is no additional cost.

RELATIONSHIP TO STRATEGIC PLAN:

Progressive Leadership Vision.

We will use formal and informal methods to engage the Council, our employees, and our customers to promote enhanced organizational engagement and commitment to our shared vision.

ALTERNATIVES:

Not approve the job description.

ATTACHMENTS:

Resolutions

Rehabilitation Technician job description

Senior Rehabilitation Technician job description

RESOLUTION NO. 2019 - _____
with attachment

RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL
ADOPTED BY RESOLUTION NO. S-31050 BY APPROVING AND ADOPTING
AN UPDATED JOB DESCRIPTION FOR THE POSITION OF REHABILITATION
TECHNICIAN, CLASS CODE IV-4212

WHEREAS, the Position Classification Manual for American Federation of State, County and Municipal Employees (AFSCME) was adopted by Resolution No. S-31050 on August 23, 1976; and

WHEREAS, the City Council of the City of Sioux City, Iowa, does believe that it is in the best interest of all concerned to amend said Position Classification Manual by approving and adopting an updated job description for the following position:

Rehabilitation Technician, Class Code IV-4212; and

WHEREAS, the general statement of duties, distinguishing features of the class, examples of work, required knowledge, skills and abilities, and acceptable experience and training are set forth in the job description of the above described position, attached hereto and by this reference made a part hereof.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Position Classification Manual adopted by Resolution No. S-31050 be and the same is hereby amended by approving and adopting an updated job description for the position referred to in the preamble hereof.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk



City of Sioux City, Iowa

Position: Rehabilitation Technician

Class Code

IV-4212

Pay Range

A 20

(Non) Bargaining Group

AFSCME

FLSA Category

Non-Exempt

Reports to Position

Neighborhood Services Manager

Department/Division

CD / Neighborhood Services

Date Revised

September 2009

Date Adopted

October 5, 2009

Approved Resolution No

2009-000766/October 5, 2009

PURPOSE OF POSITION:

Under general direction of the Neighborhood Services Manager, advises and assists property owners through a variety of programs in the rehabilitation and conservation of residential and commercial properties.

ESSENTIAL DUTIES OF POSITION (with or without accommodation):

The following duties are normal for this position. These are not to be construed as exclusive or all inclusive. Other duties may be assigned.

- Acts as project manager for Neighborhood Services Division housing rehabilitation programs. This includes inspections, bid specifications, cost estimating, management of contractors, and payment activities.
- Prepares and maintains varied work records and reports.
- Works closely with other City departments and outside agencies to solve health and safety issues in homes and commercial buildings.
- Provides code enforcement activities which includes viewing housing issues, writing letters, marketing Neighborhood Services Division programs, and working with owners to ensure that required improvements are made.
- Establishes and maintains effective working relationships with officials, other agencies, fellow employees, and the general public.
- Performs other directly related duties consistent with the role and function of the position as assigned by the Neighborhood Services Manager.
- Maintains regular and punctual attendance and working hours.
- Expected to temporarily perform duties outside of normal classification in the event of a declared emergency. In the event that an employee is excused from work other than being sick, they will be required to report to work in a state of declared emergency.

MINIMUM PHYSICAL AND MENTAL ABILITIES REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS:

Cognitive Demands, Skills and Abilities: Ability to speak clearly so others can understand you, ability to see details at close range (within a few feet of the observer), ability to see details at a distance, ability to identify and understand the speech of another person, ability to listen to and understand information and ideas presented through spoken words and sentences.

Job Knowledge: Knowledge of codes concerning housing repair including structural, electrical, mechanical, and plumbing; through knowledge of the materials, methods and practices used in maintenance and repair. Knowledge to interpret lead risk assessments and hazards and to correct the issues. Ability to read and write specifications and contracts and recognize deviations from those plans during rehabilitation.

Language Ability and Interpersonal Communication: Requires effective communication skills and the ability to provide effective and courteous assistance to clients. Requires the ability to write and speak effectively with fellow employees, City Council, contractors, and the general public; read in English; apply common sense understanding to the work process, procedures, programs and services; and to provide and follow verbal and written instructions. Requires the ability to work as a member of a team in order to accomplish tasks; the ability to establish and maintain effective working relationships with other employees and the general public; and the ability to relate to minorities, women, and other protected classes in the community at all socio-economic levels.

Physical requirements: Regularly lifts up to 10 pounds and occasionally lifts up to 30 pounds.

Work Environment: Fifty percent of work is normally performed in a normal inside office environment with appropriate heating and cooling and is not subject to significant occupational or environmental hazards other than those normally associated with general public contact, dust or odors. Field conditions outdoors are varying weather conditions, with varying street level noises; and visiting locations within the community whose environment may be different from the City's. Travel in all types of weather extremes to attend training and/or organizes meetings conferences, and workshops; must be mobile and able to visit clients within Sioux City.

Special Requirements: Requires a valid Motor Vehicle Operators License.

REQUIRED QUALIFICATIONS AND ACCEPTABLE EXPERIENCE/ TRAINING:

Graduation from standard high school or GED equivalent;

Or

One-year experience in building construction, remodeling, housing/building code enforcement, property management, construction management:

Or

Any combination of experience and training which provides the required knowledge, skills, and abilities.

PRE-EMPLOYMENT SCREENINGS:

Pre-employment screenings may include but are not limited to: criminal background search, drug and alcohol screen and physical examination.

**The City of Sioux City is an Equal Opportunity Employer.
In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages employees and prospective employees to discuss needed accommodations with the appropriate City representatives.**

RESOLUTION NO. 2019 - _____
with attachment

RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL ADOPTED BY RESOLUTION NO. S-31050 BY ADDING THERETO THE POSITION, TITLE AND JOB DESCRIPTION OF SENIOR REHABILITATION SPECIALIST, CLASS CODE IV-4220; AMENDING THE SALARY SCHEDULE AND AUTHORIZING SAID POSITION IN THE NEIGHBORHOOD SERVICES DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT.

WHEREAS, the Position Classification Manual for American Federation of State, County and Municipal Employees (AFSCME) was adopted by Resolution No. S-31050 on August 23, 1976; and

WHEREAS, the City Council of the City of Sioux City, does believe that it is in the best interest of all concerned to amend the Position Classification Manual by adding thereto the position, title and job description of Senior Rehabilitation Specialist, Class Code IV-4220; and

WHEREAS, the general statement of duties, distinguishing features of the class, example of work, required knowledge, skills and abilities, and acceptable experience and training are set forth in the job description of Senior Rehabilitation Specialist, Class Code IV-4220 and attached hereto marked Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the City Council, pursuant to Resolution No. 2015-0967 and subsequent amendments pursuant to Resolution No. 2016-0113, Resolution No. 2017-0143 and Resolution No. 2018-1006, established the salary schedule for Local 212, American Federation of State, County and Municipal Employees (AFSCME); and

WHEREAS, it is necessary to amend the salary schedule by adding thereto the position of Senior Rehabilitation Specialist.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Position Classification Manual adopted by Resolution No. S-31050, be and the same is hereby amended by adding thereto the position, title and job description of Senior Rehabilitation Specialist, Class Code IV-4220.

BE IT FURTHER RESOLVED that the job description of Senior Rehabilitation Specialist be and the same is hereby adopted for said position and is made a part of the Position Classification Manual of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that the salary schedule adopted by Resolution No. 2015-0967 and subsequent amendments pursuant to Resolution No. 2016-0113, Resolution No. 2017-0143 and Resolution No. 2018-1006, be and the same is hereby amended by adding thereto the position of Senior Rehabilitation Specialist to Pay Range A 23.

BE IT FURTHER RESOLVED that the position of Senior Rehabilitation Specialist be added to the Neighborhood Services Division of the Community Development Department and the Neighborhood Services Manager is hereby authorized to fill said position.

BE IT FURTHER RESOLVED that this resolution shall become effective upon passage.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

U:\City Legal\Secure\Resolutions\Res2019\Emp Rel\Senior Rehabilitation Position.Docx

EXHIBIT "A"



City of Sioux City, Iowa

Position: Senior Rehabilitation Technician

Class Code

IV-4220

Pay Range

A 23

Bargaining Group

AFSCME

FLSA Category

Non-Exempt

Reports to Position

Neighborhood Services Manager

Department/Division

CD / Neighborhood Services

Date Revised

Date Adopted

Approved Resolution No

PURPOSE OF POSITION:

Under the general direction of the Neighborhood Services Manager, performs advanced technical work in assisting property owners in the rehabilitation and conservation of properties in addition to administering various housing and commercial structure improvement programs.

ESSENTIAL DUTIES OF POSITION (with or without accommodation):

The following duties are normal for this position. These are not to be construed as exclusive or all inclusive. Other duties may be assigned.

- Acts as project manager for Neighborhood Services Division housing and commercial rehabilitation programs. This includes inspections, bid specifications, cost estimating, management of contractors, and payment activities.
- Markets and explains the economic advantages of Neighborhood Services Division housing rehabilitation programs to owners and other community stakeholders.
- Acts as project manager for new housing development and public improvement projects overseen by the Neighborhood Services Division.
- Makes recommendations regarding the work completed by the Rehabilitation Technician.
- Completes lead-based paint clearance testing and reporting.
- Writes bid specifications in contracts related to information discovered by the Lead Inspection / Risk Assessment (if applicable).
- Provides input on property acquisition opportunities.
- Prepares and maintains varied work records and reports.
- Works closely with other City departments to solve complex issues with regard to housing deficiencies.
- Establishes and maintains effective working relationships with officials, other agencies, fellow employees, and the general public.
- Expected to temporarily perform duties outside of normal classification in the event of a declared emergency. In the event that an employee is excused from work other than being sick, they will be required to report to work in a state of declared emergency.

MINIMUM PHYSICAL AND METNAL ABILITIES REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS:

Cognitive Demands, Skills and Abilities: Ability to speak clearly so others can understand you, ability to see details at close range (within a few feet of the observer), ability to see details at a distance, ability to identify and understand the speech of another person, ability to listen to and understand information and ideas presented through spoken words and sentences.

Job Knowledge: Thorough knowledge of the practices and techniques of housing remodeling and construction work; good knowledge of the applicable rules, regulations, guidelines and other standards required by federal agencies for granting of housing and related loans and grants, as well as the procedures necessary for their execution; good knowledge of municipal code and federal statutes and regulations pertaining to minimum standards of housing, urban revitalization practices and principles, and basic planning standards; good knowledge of the capabilities of local contracting firms; ability to read, interpret and explain complex building plans, sketches and drawings; ability to work with persons to secure cooperation in rehabilitation efforts; ability to express oneself clearly and concisely, orally and in writing.

Language Ability and Interpersonal Communication: Requires effective communication skills and the ability to provide effective and courteous assistance to clients. Requires the ability to write and speak effectively with fellow employees, City Council, contractors, and the general public; read in English; apply common sense understanding to the work process, procedures, programs and services; and to provide and follow verbal and written instructions. Requires the ability to work as a member of a team in order to accomplish tasks; the ability to establish and maintain effective working relationships with other employees and the general public; and the ability to relate to minorities, women and other protected classes in the community at all socio-economic levels.

Physical requirements: Regularly lifts up to 10 pounds and occasionally lifts up to 30 pounds.

Work Environment: Fifty percent of work is normally performed in a normal inside office environment with appropriate heating and cooling and is not subject to significant occupational or environmental hazards other than those normally associated with general public contact, dust or odors. Field conditions outdoors are varying weather conditions, with varying street level noises; and visiting locations within the community whose environment may be different from the City's. Travel in all types of weather extremes to attend training and/or organizes meetings conferences, and workshops; must be mobile and able to visit clients within Sioux City.

REQUIRED QUALIFICATIONS AND ACCEPTABLE EXPERIENCE / TRAINING:

Graduation from high school or G.E.D. and five years' experience in building construction, remodeling, housing code enforcement or building code enforcement. Previous training in Housing Quality Standards (HQS / Uniform Physical Condition Standards (UPCS) preferred.

Or

Any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Special Requirements: Possession of a valid motor vehicle operator's license. Possession of Iowa Lead Inspector/Risk Assessor certification.

PRE-EMPLOYMENT SCREENINGS:

Pre-employment screenings may include but are not limited to: criminal background search, drug and alcohol screen and physical examination.

**The City of Sioux City is an Equal Opportunity Employer.
In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages employees and prospective employees to discuss needed accommodations with the appropriate City representatives.**

<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: September 16, 2019 **ACTION ITEM #** 10

FROM: Donna Forker, Finance Director

SUBJECT: **Approve total checks issued for the reporting period of August 2019, in the amount of \$30,704,209.34 and fund transfers for the reporting period of April 2019-August 2019.**

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 Council to approve the total checks issued for August 2019 and fund transfers for April 2019 – August 2019 on Monday's Agenda.

DISCUSSION:

The Finance Department has on file a list of gross cumulative payments paid to each separate accounts payable vendor on a monthly basis. This listing is available for Council Members' perusal. On your agenda for Monday is a total amount of these payments for City Council approval. The day after the Council meeting, the Finance Department files the list with The Sioux City Journal for publication.

Detailed information on these listed payments can be found in the Finance Department. This department keeps a weekly claim register, which lists vendor name, vendor number, and account code. Any question from Council members or citizens concerning vendor payments are easily answered using a cross-reference system on the mainframe computer, which searches information on vendor payments.

Effective April 13, 2019, the City Finance Committee approved changes to Administrative Rules code 545-2 requiring greater disclosure for all transfers. A listing of all fund transfers from April 2019 – August 2019 are included for review and approval. See transfer listing attached.

FINANCIAL IMPACT:

None

RELATIONSHIP TO STRATEGIC PLAN:

This action shows the City's effort to maintain sound fiscal policy in dealing with the City's budget and financial assets and relates to the Trust and Open Communication values in the strategic plan.

ALTERNATIVES:

Under the Code of Iowa, all checks issued must be approved by the City Council.

ATTACHMENTS:
Transfer listing:

Transfer Transaction Date	Transfer Out Fund	Transfer In Fund Description	Transfer Out Fund	Transfer Out Fund Description	Transfer Description	Transfer amount
Apr 4, 2019	301	MiscellaneousImprovements	230	Road Use Tax	To fund BA#13484	1,052
Apr 16, 2019	519	Water Utility Improvement	301	Water Utility Improvement	PW/Utilities Share Costs	75,000
Apr 16, 2019	301	MiscellaneousImprovements	519	MiscellaneousImprovements	PW/Utilities Share Costs	75,000
Apr 19, 2019	301	MiscellaneousImprovements	230	Road Use Tax	To fund BA#13484	8,148
Apr 19, 2019	301	MiscellaneousImprovements	123	Restricted Library	TF FROM 317010 TO 319007	39,000
Apr 19, 2019	301	MiscellaneousImprovements	123	Restricted Library	TF FROM 317032 TO 319007	51,144
Apr 26, 2019	301	MiscellaneousImprovements	423	Floyd Valley Tax Incr	To fund BA#15173	500,000
Jun 28, 2019	601	Central Maint Garage	540	Parking System	To enter prior yr CMG	1,964.19
Jun 28, 2019	601	Central Maint Garage	723	WCICC Communication Ctr	To enter prior yr CMG	2,310.82
Jun 28, 2019	601	Central Maint Garage	605	Comprehensive Insurance	To enter prior yr CMG	4,293.92
Jun 28, 2019	601	Central Maint Garage	122	Engineering & Property	To enter prior yr CMG	5,647.11
Jun 28, 2019	601	Central Maint Garage	520	Sewer Fund	To enter prior yr CMG	44,811.06
Jun 28, 2019	601	Central Maint Garage	510	Water Fund	To enter prior yr CMG	50,015.13
Jun 28, 2019	601	Central Maint Garage	550	Airport System	To enter prior yr CMG	50,226.57
Jun 28, 2019	601	Central Maint Garage	230	Road Use Tax	To enter prior yr CMG	238,757.79
Jun 28, 2019	601	Central Maint Garage	101	General Fund	To enter prior yr CMG	321,973.41
Aug 16, 2019	721	Revolving Fund	301	MiscellaneousImprovements	TF FROM 301 to 721 project 663-238	159,699.77
Aug 20, 2019	609	CMG EquipmentReplacement	301	MiscellaneousImprovements	Replace Bus #1347 per RES:2019-0621	81,033

<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: September 16, 2019

ACTION ITEM # 11

FROM: Lisa L. McCardle, City Clerk
Heidi Farrens, Deputy City Clerk

1. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

1. CLASS B BEER PERMIT (beer/carry-out beer/wine coolers)
 - A. Sun Valley Golf Course, 2101 Military Road (Renewal)
2. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
 - A. Earl's Infusion Bar, 419 Pearl Street (New)
 - B. Half Moon Bar & Grill, 714 South Lewis Boulevard (Renewal)
 - C. Marty's Tap, 1306 Court Street (Temporary Outdoor Service for Briouxfest, October 5-6, 2019)
 - D. SoHo, 1024 4th Street (Temporary Outdoor Service for Oktoberfest, September 28, 2019)

SUBJECT:

B. OFF PREMISE SALES

1. CLASS B WINE PERMIT (wine only)
 - A. Hy-Vee Food Store No. 1, 2827 Hamilton Boulevard (Renewal)
 - B. Select Mart, 4103 Floyd Boulevard (Renewal)
2. CLASS C BEER PERMIT (beer/wine coolers)
 - A. Hy-Vee Food Store No. 1, 2827 Hamilton Boulevard (Renewal)
 - B. Select Mart, 4103 Floyd Boulevard (Renewal)
 - C. Tienda Internacional, 601 ½ Pierce Street (Renewal)
3. CLASS E LIQUOR LICENSE (liquor only)
 - A. Hy-Vee Food Store No. 1, 2827 Hamilton Boulevard (Renewal)
 - B. Select Mart, 4103 Floyd Boulevard (Renewal)

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 and recommends approval of the above Beer and Liquor License.

DISCUSSION:

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

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 establishment were reviewed and the Police Department recommends approval for the applicant unless otherwise noted.

FINANCIAL IMPACT:

The percentage of the local authority share of liquor license fees gathered by the State of Iowa Alcoholic Beverages Division varies from license to license; the City collected \$109,753.48 in FY2019.

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
REGULAR MEETING
AUGUST 06, 2019**

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

RESENT	A BSENT	OTHERS
Hanson, Cyndi – Chair	Bertrand, Lisa – Member, Excused	McElhose, Theodora – Clerk to the Commission
Mellang, Brad - Member		Bertrand, Janelle - Human Resources Director
Pearson, Sandra – Member		Vondrak, Justin - Assistant City Attorney
Ken Tidwell - Member		Groetken, Pete - Council
		Hegarty, Amber - Assistant City Attorney II
		Hollinger, Darwyn – Utility Worker Candidate
		Simms, Mark – Utilities Director
		Ten Napel Steve – Police Sergeant
		Groves, Christopher – Police Lieutenant
		Barbagallo, Kim – Admin Secretary
		Strong, Erin - Admin Secretary

CALL OF THE ROLL:

Commissioner Hanson moved to call the Civil Service Commission meeting to order at 12:04 P.M.

Hanson – aye, Pearson – aye, Tidwell - aye.

WELCOME CIVIL SERVICE COMMISSIONER DR. KENNETH TIDWELL JR. COUNCIL APPOINTED JUNE 24, 2019:

Hanson welcomed Commissioner Tidwell. Hanson asked if Tidwell had any questions or anything to share with the Commission.

IOWA CODE SECTION 21.5 (1)(I) - 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. (1 CANDIDATE):

Mellang arrived at 12:05PM.

Hanson asked if there was a motion to go into closed session.

Pearson moved to go into closed session at 12:05PM. Mellang second.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

Tidwell motioned to end closed session at 12:14PM. Pearson second.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

Hanson asked for motion to act and put Mr. Hollinger back on the list. None.

PERMISSION TO CHANGE WATER PLANT OPERATOR-IN-TRAINING (ENTRANCE) TESTING PROCESS FROM A RESUME REVIEW AND ORAL EXAMINATION TO A RESUME REVIEW AND WRITTEN TEST ONLY. JOB DESCRIPTION ATTACHED:

Bertrand introduced Mark Simms to the Commission. McElhose gave the Commission background information on why the proposed changes are before the Commission. Simms explained the state requirements for the position. Hanson asked how the Written Test was put together. McElhose explained the resources utilized. Hanson asked how candidates can prepare themselves for this position. McElhose explained that the City provides some reading material for some promotional positions. Tidwell asked about testing for different processes. Mellang asked if the advertisement included the testing process candidate should be expecting.

Hanson entertained the motion to make changes as proposed.

Mellang motioned to make changes as proposed. Pearson second.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

APPROVE TESTING PROCESS AND RULES FOR WATER PLANT OPERATOR-IN-TRAINING ENTRANCE:

Hanson asked if there is motion to approve the test as proposed.

Tidwell motioned to approve the test as proposed. Pearson second.

Hanson asked if there is discussion. Hanson asked if there is a plan in place if candidates do not achieve a passing score. McElhose explained that the City will advertise the position again.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

APPROVE WATER PLANT OPERATOR-IN-TRAINING (ENTRANCE) WRITTEN TEST:

Hanson asked for motion to approve Written Test as proposed.

Pearson motioned to approve test as proposed. Mellang second.

Hanson asked if there any discussions. Tidwell asked about the process in place for the City to review the test if candidates miss certain questions. Bertrand explained that the City used to utilize a Scantron machine and has since moved to the Akindi software which allows for a lot of features including analyzing high missed questions.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

APPROVE TESTING PROCESS AND RULES FOR ENVIRONMENTAL SERVICES ANALYST ENTRANCE:

McElhose explained that the current rule changes are restrictive and do not allow for all qualified to be considered for the Oral Examination.

Hanson asked for motion to approve Written Test as proposed.

Pearson motioned to approve test as proposed. Tidwell second.

Hanson asked if there are any questions. Hanson asked about the differences between the two documents with rules presented today. McElhose explained.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

APPROVE TESTING PROCESS AND RULES FOR LAND SURVEYOR ENTRANCE. POSITION LAST FILED SEP-TEMBER 1976. NO KNOWN TEST EXISTS:

McElhose explained that the test for the position requires state certifications therefore an Oral Examination would be the appropriate testing process as proposed.

Hanson asked for motion to approve Written Test as proposed.

Mellang motioned to approve test as proposed. Pearson second.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

REVIEW AND ACTION UPON PROPOSED CANDIDATES FOR EMPLOYMENT IN THE POLICE DEPARTMENT; CANDIDATES # 1, #3, #6 AND #8:

Hanson asked if there will be a motion to enter closed session although it is not on the agenda but candidates asked for a closed session. Vondrak said yes.

Hanson asked for a motion to enter closed session pursuant to Iowa Code Section 21.5 (1) (i).

Pearson motioned to enter into closed session. Mellang second.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

Commission entered closed session at 12:34PM.

Pearson motioned to go back to open session. Tidwell second.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

Commission went back to open session at 12:36PM.

Hanson asked for motion to act on Police candidates #1, #3, #6 and #8.

Pearson motioned to approve candidates#1, #3, #6 and #8 for conditional employment with the department. Tidwell second.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

REVIEW AND ACTION UPON PROPOSED CANDIDATES FOR EMPLOYMENT IN THE FIRE DEPARTMENT; CANDIDATES # 1 AND #8:

Hanson asked for a motion to enter closed session pursuant to Iowa Code Section 21.5 (1) (i).

Tidwell motioned to enter closed session pursuant to Iowa Code Section 21.5 (1) (i). Pearson second.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

Commission went to closed session at 12:37PM.

Tidwell entered a motion to go back into open session. Mellang second.

Hanson – aye, Pearson – aye, Tidwell – aye, Mellang - aye.

Commission went back to open session at 12:38PM.

Hanson asked for motion to act on approval for employment for Fire candidates #1, #3, #6 and #8.

Tidwell motioned to approve candidates for employment in the Fire department; candidates #1 and #8. Pearson second.

Hanson – aye, Pearson – aye, Mellang – aye, Tidwell – aye.

REVIEW CIVIL SERVICE COMMISSION ANNUAL REPORT (JULY 1, 2018 – JUNE 30, 2019):

Hanson asked for comments. Groetken asked if the report will go to Council. Bertrand said yes. Mellang asked what is Certificate of Preference. McElhose explained. McElhose asked if the Commission would like to revise the goals. Commission approved the goals as proposed. Hanson said it appears there were more Special Meetings than Regular Meetings. Vondrak, Bertrand and McElhose explained events that may lead to Special Meetings. No Commission action needed on this item.

REVIEW OF MINUTES OF THE MEETING OF MAY 22, 2019 (SPECIAL MEETING):

There were no corrections to the minutes.

OTHER BUSINESS:

Vondrak shared that his last day of employment with the City is September. Amber Hegarty will be filling in during his absence until further notice.

Meeting adjourned at 12:47 P.M.

Clerk of Commission

Chairperson

**HISTORIC PRESERVATION COMMISSION
MEETING MINUTES
July 2, 2019**

A meeting of the Sioux City Historic Preservation Commission was held this date at 4:00 p.m. at City Hall, 405 6th St. in the Pre-Council Chambers, 5th Floor.

MEMBERS PRE-SENT

Anna Vestweber
Adam Fullerton
John Vodochodsky
Doug Strohbeen
Amy Macfarlane

MEMBERS AB-SENT

Mark Custer
Dakota Kenney

GUESTS

Owner Rep, Earl's Infusion Bar
Mac Dolan, Work & Church

STAFF

Erin Berzina

1. Call to Order

John Vodochodsky, Chair, called the meeting to order at 4:01 p.m.

2. Approve minutes for the June 4, 2019 meeting

Vestweber (Fullerton) recommended approval of the minutes from the April 2, 2019 meeting. All present voted aye.

3. Historic Pearl District Sign Reviews

a. 419 Pearl Street Wall Sign (Earl's Infusion Bar)

The owner's representative presented sign information on Earl's Infusion Bar located at 410 Pearl Street. The sign will be lit from above using the same light installation as currently on the McCarthy & Bailey's building adjacent. The sign provides a dark background with light-colored letters. Strohbeen (Macfarlane) moved to approve the sign as submitted. All present voted aye. (5-0)

b. 215 4th Street Wall Sign (Work & Church)

Mac Dolan presented sign information on Work & Church located at 215 4th Street. The current sign is too large to fit well on the front façade of the building, so the new sign will be installed over the awning and the existing sign will be moved to the east elevation of the building. Vestweber (Strohbeen) moved to approve the sign as submitted. All present voted aye. (5-0)

4. Old Business

a. Financial Report – History of Revenue and Expenditures

This item will be discussed at a future meeting. Larissa Carroll will complete the History of Revenue and Expenditures reporting.

b. Sign Guide for Historic Districts

Staff continues to make edits to the document and will present at the next meeting.

5. New Business

a. Monthly Financial Report

Erin Berzina stated the current balance is \$10,423.87. A \$833.00 check from the 2019 Barstool Open was deposited.

b. CLG Grant Applications – Fall 2019

Staff provided the Commission with the application guidelines for the 2020 CLG grant program. The deadline to apply is September 6. A draft application is due by August 16th, and we are encouraged to discuss any potential applications with Paula Mohr well in advance. Staff spoke with Paula Mohr in May on the prospect of a downtown historic district

and future consultant needs. The hiring of a consultant to complete historic district work is an eligible activity for the grant. This is a matching grant. Forty percent of the total project cost must be provided by the local CLG and sixty percent is funded by the grant award. This is a reimbursable grant, meaning the CLG is reimbursed after they have paid for the expense. The group discussed the procurement process and consultant selection based on the bid amounts. Next steps will involve a discussion of funding prior to the City's Capital Improvements Program FY 2021 process, reaching out to historic architect consultants for a ballpark estimate of consultant services for historic district site inventory forms and state submittals, and preparing the full extent of the grant application.

c. Local Historic District Discussion

- a. Consultant hiring and funding
- b. Past mistakes and current expectations

The group discussed the Vogel study previously conducted and ways to avoid past mistakes. Staff talked about the difference between a local historic district, a zoning overlay district, and a National Register Historic District (NRHD). A NRHD does not impose any local design standards, but a local historic district does impose design standards with any exterior renovations or new construction. A NRHD recognizes a nationally recognized historic district, but does not require adhering to the Secretary of Interior Standards for Rehabilitation unless an owner applies for and receives federal or state historic tax credits. Many individual developers have already taken the steps to list their properties on the NRHD prior to beginning construction to gain access to historic tax credits. Designating the downtown as a recognized NRHD is a significant time savings to developers who would otherwise need to apply for designation individually.

d. City Council Quarterly Reports

The Commission would like to begin presenting at a City Council meeting on a quarterly basis, as was requested at the last Joint City Council meeting in March. Vodochodsky volunteered to present at the first meeting and the Commission members will rotate turns presenting. Staff recommended 10-15 minutes for each presentation. The Commission would like to present at the first meeting in August.

e. New Member Recruitment

There are two openings on the Historic Preservation Commission. There was discussion on possibly reaching out to those in the real estate community, real estate/land use lawyers, and local architects to see if there is interest in serving. Sioux City Museum staff may have contacts in the community who may be interested and staff will reach out to museum staff.

6. Committee Reports

- a. **Website Update:** Fullerton and Staff are meeting to make sure Fullerton has full access to the Weebly site to construct the new website. Information will be updated at that time.
- b. **Social Media:** Kenney, Fullerton, and Staff now have administrative access to the Facebook page.
- c. **Placard List/Properties of Interest:** Berzina provided an updated placard list with photos from the months of May and June. Berzina informed the group that there is a Placard Hearing this month. It will be held July 18th at 7pm in the City Council Chambers.
- d. **Downtown Historic District Sub-Committee**
Vodochodsky spoke on making sure to explore the national and state significance of the buildings that are being researched and not just the local history.

7. Announcements / Other Business

The group discussed donating to a future Daughters of the American Revolution project if related to local history.

Staff spoke on her experience at the Preserve Iowa Summit held in Newton in June. It was a very fun, informative conference and staff shared with the group some of the objectives presented by the SHPO at the CLG roundtable. It was encouraged that Commissions focus on “quick wins” (small projects or initiatives) to remain visible as they work on larger, year-plus projects. Several CLGs, like ours, have taken on multi-year projects. Small projects keep members motivated and keep the public informed and invested. Ideas included using local public media as a platform to talk about historic preservation projects and information, making a small coloring book to provide at the museums and interested shops in the area, placing storyboards at historic sites, and others. Fullerton brought up that a small project to pursue might be to update the HPC logo.

Staff informed the group that the State Historical Society of Iowa now offers a “Historic Property Preliminary Evaluation” online form on its website. (<https://iowaculture.gov/history/preservation/national-register-of-historic-places/nominating-a-property>) Anyone may fill out the basic information typically gathered on a site inventory form and submit it to the SHPO for their initial evaluation of the viability of a National Register of Historic Places nomination. Vestweber suggested placing this information on the HPC Facebook page for the community.

Strohbeen wonders if HPC may be able to do some sort of project at Hubbard Park, as it is currently not utilized in the park system. Staff will check with the Parks and Recreation Department on this possibility.

Fullerton brought up a new fall program involving WITCC and Morningside College that involves community members submitting projects proposals to the program. If selected, students complete the project. The Commission may submit a project when the program is up and running.

Strohbeen informed the group that the Castle on the Hill Association, who leases the gift shop area in the Castle on the Hill Apartment building and has the rights to the auditorium, has received a letter that their lease may not be renewed. He wonders what is going to be done with the space on the main floor if the lease is revoked.

Vodochodsky (Vestweber) moved to adjourn the meeting at 5:22 p.m. All present voted aye. The next scheduled meeting will be held at City Hall Pre-Council Chambers, on Tuesday, August 6, 2019 at 4:00 p.m.

-or-

John Vodochodsky, Chair

Mark Custer, Vice-Chair



**PARKS & RECREATION
ADVISORY BOARD
MINUTES
SEPTEMBER 4, 2019**

A meeting of the Parks and Recreation Advisory Board was held at 4:00 p.m., Riverside Park, 1201 Riverside Boulevard, Shelter #7, Sioux City, Iowa.

<u>MEMBERS PRESENT</u>	<u>STAFF PRESENT</u>	<u>OTHERS</u>
Cindy Brewer	Matt Salvatore	
Kathryn Pfaffle	Brittany Scott	
Scott Brouillette	Todd Lien	
Sara Wiedenfeld	John Byrnes	
Gretchen Baller	Eric Griffith	
Brad Krommenhoek	Angel Wallace	
	Kelly Bach	
<u>MEMBERS ABSENT</u>		
Fran Palmersheim		
Raymond Thomas		
Andrew Glisar		

1. **CALL OF THE ROLL**

Meeting was called to order by Brewer at 4:04 p.m.

2. **READING OF THE MINUTES OF AUGUST 7, 2019**

Reading of the minutes of August 7, 2019, was waived and on motion by Brouillette, seconded by Baller, to approve the minutes; all voting aye.

3. **COMMUNITY INTEREST AND CONCERNS**

There were no concerns reported.

4. **CONE PARK FALL FESTIVAL**

Byrnes said Parks and Recreation will be holding an event this fall called Coneacopia on Sunday, October 13. It will be kicked off in the morning with a Monster Dash fun run on the Sertoma Park Trail; events will run throughout the day including a pumpkin roll, crafts, games, archery, axe throwing, and food trucks. Other scheduled events include beer tasting, wine tasting, and coffee tasting. Admission to the event will be free with some events requiring a fee.

Brewer questioned how the event will be advertised. Byrnes said he will work with Antidote 71 to create flyers and social media posts; a press release will be sent; and radio spots will be scheduled. Other suggestions included a stein-holding competition, hay rack rides, and hill slides.

Krommenhoek entered the meeting at 4:17 pm.

5. TOUR MIRACLE FIELD

All those in attendance toured the Miracle Field after the meeting.

6. PARKS AND RECREATION BOARD CONCERNS

Shelters - Salvatore reported a new shelter was installed and one was replaced this summer at Riverside Park. Shelter #7 was newly installed and strategically located in the park next to the Miracle Field. Shelter #6 near the Riverside Family Aquatic Center was replaced. The restroom near Shelter #1 and #7 has been abandoned and will be demolished. Patrons can use the restrooms at the Miracle Field concession stand.

Miracle League - The 2nd Annual Miracle League All Star Celebration will be held September 6-8, 2019, at Miracle League Complex in Riverside Park.

7. ADJOURNMENT

There being no further business, the meeting was adjourned at 4:22 p.m., on motion by Wiedenfeld, seconded by Pfaffle; all voting aye.

<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: September 16, 2019 **ACTION ITEM #** 13

FROM: Chris Myres, Economic Development

SUBJECT: Motion to conduct a public hearing regarding the creation of the Northbrook Urban Revitalization Area.

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

Staff respectfully requests the City Council conduct a public hearing regarding the proposed Northbrook Revitalization Area.

DISCUSSION:

Northbrook Urban Revitalization Area

City staff has been approached by Brad Cummings and Dick Salem regarding financial assistance to promote the construction of road and utility infrastructure to support the ongoing development of the Northbrook industrial and commercial area. The area was originally developed nearly twenty years ago and the lots accessed by the initial road network are nearly built out. Mr. Cummings and Mr. Salem are proposing a looped road that would open up nearly 40 acres of land to development to the north of the existing development.

Staff is requesting the Council create a Commercial Urban Revitalization area covering the entire development. Mr. Cummings and Mr. Salem agree that the property tax abatements available under this program would allow them to construct the proposed infrastructure. In addition to providing assistance with the new infrastructure, the tax abatements available under the program would promote additional construction on existing lots within the development. None of the land in this development is currently in an Urban Revitalization Area or a Tax Increment Financing District, which limits the City's ability to provide assistance to promote new development. As you will see in the attached maps the boundaries of the proposed district are drawn to include the entire Northbrook area.

The creation of a Commercial Urban Revitalization district for these projects would make available one of two options to these projects:

- 3 years, 100% exemption
- 10 years partial exemption on a graduated scale

This tax incentive mirrors the incentive currently offered City-wide to residential properties. The developers have indicated that the creation of an urban revitalization district for these projects would induce the construction of larger buildings with larger tax value.

Urban Revitalization Process

Creating an urban revitalization area is a three-step process. On August 12, 2019, City Council completed the first step of the process by approving a Resolution of Necessity and setting the public hearing. Staff requests Council conduct a public hearing on September 16, 2019 which is the second step of the process. The final step of the process would take place on October 21, 2019 when Council will be asked to adopt the Northbrook Urban Revitalization Area as part of the Municipal Code.

FINANCIAL IMPACT:

There is no direct budget impact. The only fiscal impact will be that the property taxes due on the increased value of improved property will either be abated for three years or based on a graduated schedule over the first ten years.

RELATIONSHIP TO STRATEGIC PLAN:

To expand development opportunities, develop the resources to support economic growth, and develop new business sites.

ALTERNATIVES:

None recommended.

ATTACHMENTS:

Public Hearing Notice
Map of current proposal - Northbrook Urban Revitalization Area
General area map of proposed Northbrook Urban Revitalization Area
Boundary and parcel map of proposed Northbrook Urban Revitalization Area
Urban Revitalization Area Plan (hard copies)

NOTICE OF PUBLIC HEARING ON THE PROPOSED NORTHBROOK URBAN REVITALIZATION PLAN

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that there is now on file in the Office of the City Clerk of the City of Sioux City, Iowa, First Floor, City Hall, 405 6th Street, Sioux City, Iowa, a proposed Ordinance for the adoption of the Northbrook Urban Revitalization Plan and the creation of the Northbrook Urban Revitalization Area, which area consists of the following described property:

All that part of the Northwest Quarter (NW 1/4) Section 23, Township 89 North, Range 47, West of the 5th Principal Meridian, all bounded and described as follows:

Commencing at the Southwest corner of Lot 1, Northbrook Industrial Park to Sioux City, Woodbury County, Iowa, said point also being on the north line of 23rd Street and the south line of said Northbrook Industrial Park; thence southeasterly along the south line of Southbridge Industrial Park to the southeast corner of Lot 11 of said Northbrook Industrial Park, said corner being on the east line of Northbrook Industrial Park; thence north along the east line of Northbrook Industrial Park extended to the south line of 28th Street; thence west along the south line of 28th Street to the intersection with the east line of Business Highway 75; thence southwesterly along the east line of Business Highway 75 to the intersection with the north line of 23rd Street; thence east along the north line of 23rd Street to the intersection with the southwest corner of Lot 1, Northbrook Industrial Park and the point of beginning.

YOU ARE HEREBY FURTHER NOTIFIED that said proposed Ordinance and the proposed creation of the Northbrook Urban Revitalization Area shall come before the City Council of Sioux City, Iowa, for public hearing in the City Council Chambers, 5th Floor, City Hall, 405 6th Street, Sioux City, Iowa, on the 16th day of September, 2019 at the City Council Meeting commencing at 4:00 p.m., (Local Time) or as soon thereafter as said matter may be called for hearing. Interested persons may appear to be heard.

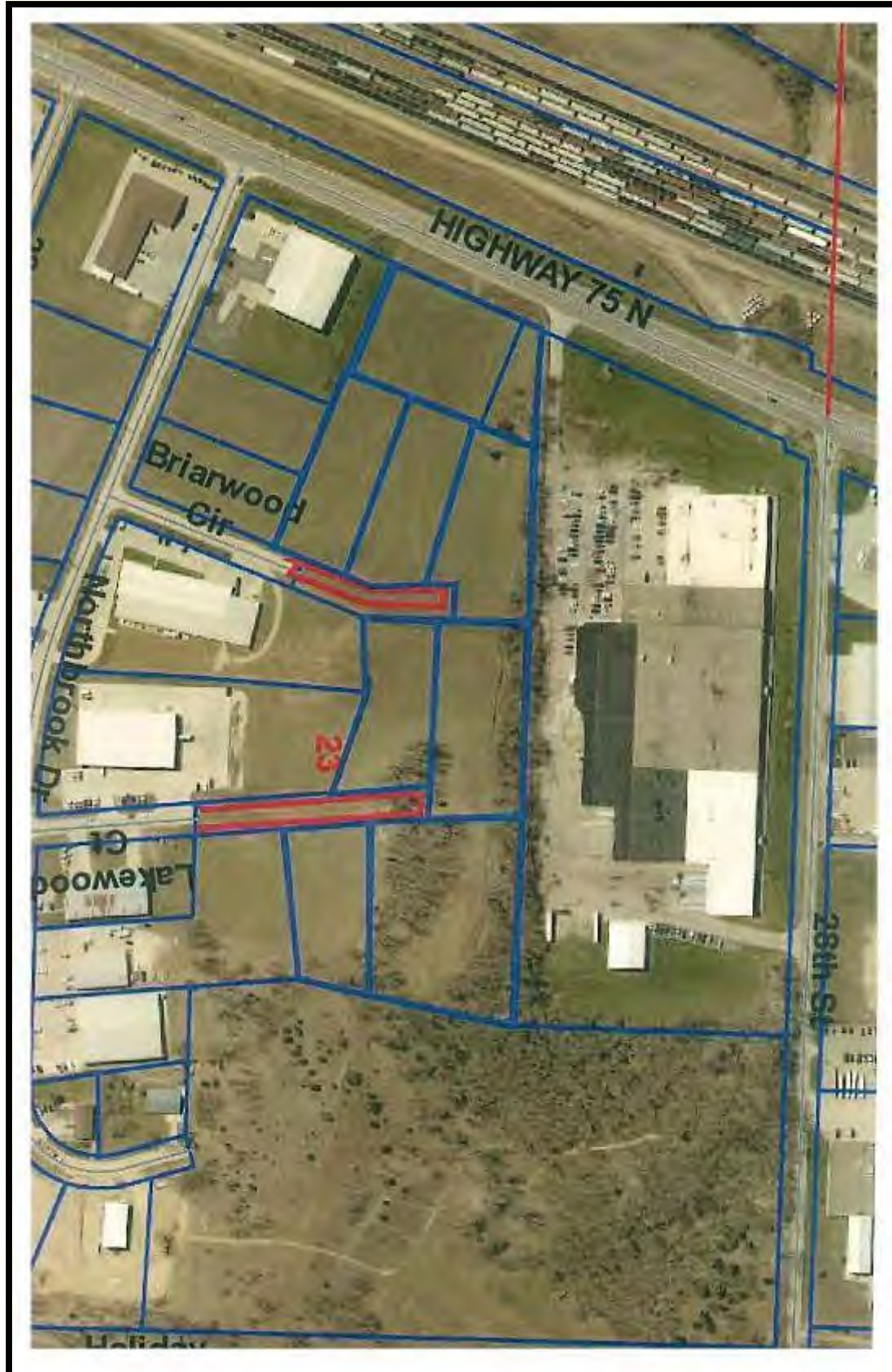
CITY OF SIOUX CITY, IOWA

By: _____ Lisa L. McCardle
CITY CLERK

Published in the Sioux City Journal on August 17, 2019.

Note: Published at least thirty (30) days prior to said hearing. Mail notice for delivery not less than thirty (30) days prior to said hearing.

Current Proposal - Proposed Road Extensions



Northbrook Urban Revitalization Area



General Area Map



Northbrook

Urban Revitalization Area Plan

Sioux City, Iowa

**Adopted by City Council on
October 21, 2019**

**Plan Effective:
October 26, 2019 – December 31, 2023**

I. PROJECT DESCRIPTION

This plan, and the tax exemption allowed under it, is applicable to all real property located in the project area. The benefits of this plan apply to rehabilitation and additions to existing buildings and to the construction of new buildings.

A. Boundary of Project Area

All that part of the Northwest Quarter (NW 1/4) Section 23, Township 89 North, Range 47, West of the 5th Principal Meridian, all bounded and described as follows:

Commencing at the Southwest corner of Lot 1, Northbrook Industrial Park to Sioux City, Woodbury County, Iowa, said point also being on the north line of 23rd Street and the south line of said Northbrook Industrial Park; thence southeasterly along the south line of Southbridge Industrial Park to the southeast corner of Lot 11 of said Northbrook Industrial Park, said corner being on the east line of Northbrook Industrial Park; thence north along the east line of Northbrook Industrial Park extended to the south line of 28th Street; thence west along the south line of 28th Street to the intersection with the east line of Business Highway 75; thence southwesterly along the east line of Business Highway 75 to the intersection with the north line of 23rd Street; thence east along the north line of 23rd Street to the intersection with the southwest corner of Lot 1, Northbrook Industrial Park and the point of beginning.

B. Duration of Plan Controls

The duration of the regulations and controls shall be maintained and continued in effect from October 26, 2019 to December 31, 2023.

C. Termination of Revitalization Activities

When in the opinion of the City Council of the City of Sioux City, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted by the Revitalization Act would cease to be of benefit to the City, the City Council may repeal the ordinance establishing this revitalization area and approving this Plan. In that event, all existing exemptions shall continue until their expiration.

D. Procedure for Changes in Approved Plan

Adjustments or modifications resulting from experience during project execution are authorized in the administration of this project, provided that the intent of this approved Plan is not changed. Any modification or adjustment is subject to the same requirements and procedures by which this Plan was originally approved.

II. PROGRAM ACTIVITIES

A. Program of Tax Exemption for Revitalization Activities

1. Tax Exemption Program

- a. A person may submit a proposal for a revitalization improvement project to the City Council in order to receive prior approval for eligibility for a tax exemption on the project. The City Council shall, by resolution, give its prior approval for an improvement project if the project is in conformance with this Plan for revitalization. This prior approval does not entitle the property owner to exemption from taxation until the improvements have been completed and found to be qualified real estate.
- b. An application shall be filed for each new exemption claimed. The first application for an exemption shall be filed by the property owner with the City Council no later than the year in which all improvements included in the project are first assessed for taxation.
- c. The City Council shall approve the application, subject to review by the local City Assessor, if the project is in conformance with this Plan for revitalization, is located within the revitalization area, and if the improvements were made during the time this area was designated as a revitalization area. Applications for exemption for succeeding years on approved project are not required.
- d. The local City Assessor shall review first year application by making a physical review of the property to determine if the improvements made increased the actual value of the qualified real estate by at least the minimum percentage required. If the tax exemption is granted, the local City Assessor shall continue to grant the tax exemption for the time period specified in the tax exemption schedule elected by the property owner. The tax exemptions for the succeeding years shall be granted without the taxpayer having to file an application for the succeeding years.

2. Tax Exemption Schedules

a. Schedule 1

Not Applicable.

b. Schedule 2

All qualified real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten years. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- 1) For the first year, eighty percent.
- 2) For the second year, seventy percent.
- 3) For the third year, sixty percent.

- 4) For the fourth year, fifty percent.
- 5) For the fifth year, forty percent.
- 6) For the sixth year, forty percent.
- 7) For the seventh year, thirty percent.
- 8) For the eighth year, thirty percent.
- 9) For the ninth year, twenty percent.
- 10) For the tenth year, twenty percent.

c. Schedule 3

All qualified real estate is eligible to receive a hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years.

- d. The owners of qualified real estate eligible for the exemption shall elect to take the applicable exemption provided above. Once the election has been made and the exemption granted, the owner is not permitted to change the method of exemption.

3. Definitions

- a. (1) "Qualified real estate" means real property, other than land, which is located in this revitalization area into which improvements have been added, during the time the area was so designated, which have increased the actual value by at least ten percent or at least five percent in the case of real property assessed as residential property or which have, in the case of land upon which is located more than one building and not assessed as residential property, increased the actual value of the buildings to which the improvements have been made by at least ten percent.
- (2) "Qualified real estate" also means land upon which no structure existed at the start of the new construction, which is located in this revitalization area and upon which new construction has been added during the time the area was designated as a revitalization area.
- b. "Improvements" includes rehabilitation and additions to existing structures as well as new construction on vacant land or on land with existing structures. New construction on land assessed as agricultural property shall not qualify as "improvements." However, if such construction, rehabilitation or additions were begun prior to January 29, 1979, or one year prior to the adoption by with City or county plan of urban revitalization pursuant to Section 404.2, whichever occurs later, the value added by such construction, rehabilitation, or additions shall not constitute an increase in value for the purpose of qualifying for the exemptions listed in this section.
- c. "Actual value added by the improvements" means the actual value added as of the first year for which the exemption was received.

B. Conservation and Acquisition

1. Rehabilitation and Conservation

a. Rehabilitation Goals

By the completion of activity in this project area, all structures in the area must meet the following goals:

- (1) Compliance with Building Code, the Zoning Ordinance, the Minimum Housing Code and all applicable codes of the City of Sioux City and the State of Iowa relating to the use and occupancy of existing property and structures.
- (2) Conformance with the Rehabilitation Standards (attached hereto as Appendix I, and made a part hereof,) where rehabilitation financing under Title I of the Housing and Community Development Act of 1974, as amended, is desired.
- (3) Non-residential properties shall conform to the non-residential property standards in Appendix I.

b. Methods to be Employed

Rehabilitation and conservation of structures will be achieved by:

- (1) The continuing and vigilant enforcement of the applicable laws, codes, ordinances and regulations of the City of Sioux City and the State of Iowa.
- (2) Requiring all owners of property to improve or demolish the properties in accordance with the applicable laws and regulations.
- (3) Acquisition of structures capable of being rehabilitated, which do not meet the standards included in this Plan due to the owners' inability or unwillingness to do the rehabilitation. Upon acquisition of such properties, the City will decide either:
 - (a) To demolish the structure or structures on the property and dispose of the land in accordance with this plan or;
 - (b) To offer for sale subject to rehabilitation to the Rehabilitation Standards of this plan.

2. Land Acquisition

a. Acquisition of Real Property

Property may be acquired in the event:

- (1) The property does not meet the standards or requirements established in this Plan and is determined to be infeasible of being rehabilitated to a level no less than required by the codes of the City of Sioux City; or

- (2) The owner of the property is unwilling or unable to bring the structure up to the standards for rehabilitation established for the area. Whenever such properties are acquired, the property may be cleared or offered for sale subject to rehabilitation to the project Rehabilitation Standards; or
- (3) The property is necessary to achieve the desired land use objectives of the Plan; or
- (4) The private retention of such property does not meet the objectives of this Plan; or
- (5) The deterioration, damage, or lack of maintenance of the property makes such property a blighting influence; or
- (6) The use of property brings such property out of conformance with the Plan. Non-conforming uses acquired will be disposed of free of the nonconforming use and subject to existing zoning.

b. Real Property Not To Be Acquired

Property will not be acquired if the following conditions are met:

- (1) The buildings on such property are improved to a state of condition that conforms to applicable City codes and to the standards of this Plan; or
- (2) The owner of the property demolishes the buildings on such property and re-develops such land in accordance with this Plan in such cases where the condition of the structures make such property a blighting influence; or
- (3) It can be demonstrated that the retention of such property will not in any way prohibit the disposition of adjacent land, impair any of the land use or planning objectives of this Plan, or inhibit or discourage adjacent property owners from rehabilitating their own properties.

3. Improvement Proposals

a. Redevelopers' Obligations

The following controls on redevelopment are hereby imposed and shall apply notwithstanding to the provisions of any zoning or building ordinance or other regulations, or hereinafter in force, and shall be implemented by appropriate covenants or other provisions in disposition instruments.

- (1) The redeveloper and his heirs, successors or assignees shall devote such land to the uses specified in this Plan for such an area and shall not devote such land to any other uses.
- (2) Redevelopers shall begin and complete the development of such land for the uses required in this Plan within a reasonable time, to be specified in disposition documents.

- (3) No covenant, agreement, lease conveyance or other instrument shall be effected or executed by the City of Sioux City or by the purchasers or lessees from it (or by any successors in interest in such purchases or lessees), by which land or improvements in the project area are restricted as to sale, lease, rental, use or occupancy upon the basis of creed, color, sex, sexual orientation, gender identity, national origin, religion, and disability or any other First Amendment right or recognized protected class. Neither the City of Sioux City nor any other of its assignees nor any purchasers or lessees from it nor any successors in interest to any such purchasers or lessees shall discriminate upon the basis of creed, color, sex, sexual orientation, gender identity, national origin, religion, and disability or any other First Amendment right or recognized protected class in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be created thereon or any part thereof, in the project area.
- (4) Redevelopers shall be responsible for all finished grading, all on-site improvements and utilities service installations as necessary for proper site development as determined by the City of Sioux City.
- (5) Disposition shall include prohibitions against land speculation and require compliance with all State and local laws in effect from time to time.

C. Relocation

1. Federally Assisted Activities

- a. The City of Sioux City is required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (the Act) to make relocation payments to eligible persons or businesses.
- b. Persons or businesses displaced in accordance with the applicable rules and regulations by Federally assisted activities shall be eligible for relocation payments under the Act.

2. Revitalization Act Benefiting Activities

- a. Compensation equal to one month's rent for the dwelling unit the tenant was displaced from shall be paid to a qualified tenant whose displacement is due to action on the part of the property owner to qualify for the benefits under the Iowa benefits under the Iowa Revitalization Act. The qualified tenant must have been forced to move and must have moved into a dwelling unit in a structure different from the structure the tenant was displaced from.
- b. "Qualified tenant" means the legal occupant of a residential dwelling unit which is located within a designated revitalization area and who has occupied the same dwelling unit continuously since one year prior to the City's adoption of this Plan.
- c. The City is liable for the payment of the compensation required to be paid to a qualified tenant.

III. URBAN REVITALIZATION AREA REVENUE BONDS

The City may issue revenue bonds for projects located within areas designated as urban revitalization areas. Projects financed with revenue bonds which rely on the designation of an urban revitalization area include projects which are suitable for use as residential property or for the use of a commercial enterprise or a non-profit organization. The City must find projects using such revenue bonds to be consistent with the applicable urban revitalization plan.

A. Election of Tax Exemptions

Persons who avail themselves of the tax exemption provided shall be ineligible for revenue bonds as provided under Section 419.17 of the Code of Iowa. To achieve this end, the City reserves the right to impose a waiver of the tax exemption within any application or proposal for revenue bonds.

IV. CITY SERVICES IN COMMERCIAL PROJECT AREAS

The City does not propose to substantially expand any City services within the project area. No services are anticipated to be changed; that is, transportation services, garbage collection or police and fire protection.

V. OFFICIAL MAPS

The location, size, shape and boundaries of the parcels, existing zoning, existing land use and proposed land use established, as they pertain to the Northbrook Urban Revitalization Area shall be indicated on the atlas or maps, which is entitled "Official Northbrook Urban Revitalization Area Maps" and shall consist of:

- A. General Area Map, Map No. 1
- B. Boundary and Parcel Map, Map No. 2
- C. Existing Zoning, Map No. 3
- D. Existing Land Use, Map No. 4
- E. Proposed Land Use, Map No. 5

Said official maps and all notations, reference another information shown thereon, shall have the same force and effect as if fully set forth or described in this chapter and by this reference is made a part of this chapter and such maps, after being adopted by reference as part of this title, and so certified by the City Clerk, together with the text, shall be maintained by the City Clerk, and such atlas shall be the official Northbrook Urban Revitalization Area maps, for purposes of enforcement of this title. Any amendment to said maps shall be promptly and permanently noted on the face of the maps in the custody of the City Clerk. A copy of the official Northbrook Urban Revitalization Area maps and each amendment shall be filed with the County Recorder of Woodbury County. A copy of said official maps are on file and available for inspection in the office of the City Clerk.

VI. PROPERTY OWNERS AND ASSESSED VALUES

The following (Appendix II) constitutes the required list of names and addresses of the owners of record of real estate within the Northbrook Urban Revitalization Area as described in Section I (A) of this plan and the existing assessed valuations of the real estate in the area, and are the 2019 values payable in 2020. A copy of this list is on file in the office of the City Clerk.

APPENDIX I

REHABILITATION STANDARDS

A. Objectives

1. After completion of rehabilitation activities, a property should be safe and sanitary in all physical respects and should be refurbished and so altered as to bring the property to a desirable market condition. In this regard, characteristics of living arrangement, design, equipment, and other building features shall be judged on the basis of suitability for rehabilitated property and appeal to the determined market segment represented in the project area.
2. All materials and projects used as replacements or additions in rehabilitation construction shall be of good quality conforming to generally accepted good practice. Appropriate identification of materials and projects standards is made in Chapter VI of FHA No. 2600, "Minimum Property Standards for Multi-Family Housing."
3. Rehabilitation should provide sufficient useful life for the property to justify the rehabilitation cost.
4. Any nonresidential use of the property shall be subordinate to the residential use and character of the property.
5. All alteration, repairs and other improvements shall be harmonious and tie in with existing materials to remain in an acceptable manner.

Specific Rehabilitation objectives are as follows:

6. All living units shall have the space necessary for suitable living, sleeping, cooking and dining accommodations, storage, laundry and sanitary facilities; also, shall have space of such size and dimensions as to permit placement of furniture and essential equipment.
7. A degree of privacy shall be provided for each living unit commensurate with suitable living conditions by means of proper location of exterior openings to exterior conditions, and by the interior arrangement of rooms.
8. A healthful environment and an acceptable degree of comfort shall be provided within all rooms and hallways of the dwellings by having sufficient light and ventilation and providing natural ventilation for structure spaces to minimize conditions conducive to decay and deterioration.
9. Interior finish materials of walls, partition, (fixed or movable), ceiling and interior trim shall not be subject to excessive surface flame spread, or in burning shall not give off excessive amounts of smoke or toxic gases.
10. All materials and products used as replacements or additions in rehabilitation construction shall be of good quality conforming to generally accepted good practice. Second-hand materials which meet the standards for new materials may be used when approved by the proper authority.

11. The exterior of all premises, and all structures thereon, shall be kept free of all nuisances and hazards to the safety of occupants, pedestrians and others utilizing the premises, and shall reflect an acceptable level of visual appearance so as not to constitute a blighting factor depreciating adjoining property.
12. In order to eliminate lead-based paint hazards and to prevent lead-based paint poisoning, the use of lead-based paint in the construction or rehabilitation of residential structures is prohibited. Lead-based paint hazards are likely to be found in housing constructed prior to 1978. Cracking, scaling, chipping, peeling or loose paint is an immediate hazard, and it may result in lead-based paint poisoning if ingested. Immediate and potential poisoning hazards must be eliminated by the most practicable means.
13. In order to increase energy efficiency and reduce energy losses, all appropriate energy conservation measures should be included in the rehabilitation specifications for the treatment of residential properties.

B. Standards

1. Compliance with the applicable provisions of all prevailing codes and ordinances of the City of Sioux City and the State of Iowa, relating to the use and occupancy of property as amended, including, but not limited to the following sections of the Municipal Code of Sioux City, as amended:
 - a. Zoning and Sign Code, Title 25, as amended,
 - b. Building Code, Chapter 20.04, as amended,
 - c. Electrical Code, Chapter 20.08, as amended,
 - d. Plumbing Code, Chapter 20.14, as amended,
 - e. Minimum Housing Standards, Chapter 20.05, as amended,
 - f. Subdivision Regulations, Chapter 24.10, as amended,
 - g. Fire Prevention Code, Chapter 19.04, as amended,
 - h. Mechanical Code, Chapter 20.20, as amended.
2. The following are not actually additional standards but represent a clarification of items within the codes and ordinances indicated above:
 - a. Access to each living unit shall be provided without passing through any other living unit. Exterior doors shall have safe locks.
 - b. Access to all parts of a living unit shall be possible without passing through a public hall. Public halls shall provide safe, unobstructed circulation from living units or other spaces to various means of exit.
 - c. A bathroom shall not be used as a passageway to a habitable room, hall, basement or to the exterior.

- d. Each living unit shall have a specific kitchen space which contains counter work space and has adequate space for installing cooking and refrigeration equipment and for storing cooking utensils.
 - e. Complete bathing and sanitary facilities shall be provided within each living unit. They shall consist of a water-closet, a tub or shower, and a lavatory. Arrangement of fixtures shall provide for a comfortable use of each fixture and permit at least a 90-degree door swing. Wall space shall be available for a mirror or medicine cabinet and for towel bars.
 - f. Clothes closet space shall be provided within bedrooms or conveniently located nearby. In addition, each living unit shall have a suitable space within the unit or locker space elsewhere within the building for general storage.
 - g. Utility spaces which contain heat producing, air conditioning and other equipment shall be ventilated to the outer air, and air from such spaces shall not be recirculated in other parts of the building.
 - h. Natural ventilation of spaces such as attics and enclosed basementless spaces shall be provided by openings of sufficient size to overcome dampness and minimize the effect of conditions conducive to decay and deterioration of the structure and to prevent excessive heat in attics.
 - i. To prevent the entrance of water, all critical joints in exterior roof and wall construction which are exposed shall be protected by sheet metal or other suitable flashing material.
 - j. No water heater shall be installed in any room used, or designed to be used, for sleeping purposes. No gas or oil fired water heater shall be located in bathroom, clothes closet, under any stairway, or in a confined space with access only to the above locations. In addition, all fuel burning water heaters shall be connected to a vent leading to the exterior.
 - k. New roof coverings shall provide a fire resistance appropriate for the type of structure in accord with accepted rating criteria.
3. In addition, the following standards shall apply:
- a. Early warning fire alarm protection or smoke detection devices shall be installed in all structures containing two or more dwelling units and not having automatic fire extinguishing systems.
 - b. Underground placement of utilities, dictated by improvements on public rights-of-way, shall be appropriately connected to structures to be rehabilitated.

NONRESIDENTIAL PROPERTIES

A. Objectives

1. Because of the relationship of nonresidential properties to the neighborhood in which they are located and to nearby residential properties, the following nonresidential rehabilitation maintenance objectives have been adopted:
 - a. Roofs shall be periodically inspected (and repaired) for leaks and/or other damage which may affect their water diverting ability. Tar and gravel roofs shall be periodically re-tarred.
 - b. Exterior walls shall be inspected regularly (and repaired) to ascertain the need for tuck pointing, painting, and replacement of worn brick or other type of siding materials.
 - c. Windows shall be painted, caulked, or puttied as necessary. Cracked or broken glazing warped and cracked frames and sash, and missing or broken hardware and ropes shall be replaced.
 - d. Doors shall be kept free of cracked or broken panels (metal, wood, glass, etc.). Warped doors, frames, broken or cracked trim and moldings shall be replaced and, where necessary, painted.
 - e. Stairs shall be kept free of cracked or broken steps or handrails.
 - f. Walks and drives shall be kept free of cracked, buckled, or heaved paving.
 - g. Landscaping shall be a constant maintenance item. Lawns, hedges, and shrubs shall be watered regularly and kept in a state of trim.
 - h. Painting shall be accomplished where it is to be of aesthetic value.
 - i. Steam-cleaning of masonry buildings and washing of metal panels shall be on a regular basis as a further aid to developing a high standard of maintenance.
 - j. On a daily basis, the property shall be kept free of litter and debris that otherwise creates a "poor housekeeping" condition.
 - k. Interior walls and ceilings (including trim and molding) shall be cleaned or painted (if cleaning is not applicable.)
 - l. Plumbing fixtures shall be replaced when chipped or cracked.

B. Standards

1. Nonresidential properties will be expected to comply with the Building and other City and State Codes which include regulations governing fire protection and safety, plumbing, heating, electrical, refrigeration and elevators. When these Plan controls and regulations are not more restrictive, these codes and ordinances are adequate for achieving desired rehabilitation objectives and, by themselves, constitute the Property Rehabilitation Standard for nonresidential properties.

APPENDIX II

OFFICIAL LIST OF PROPERTY OWNERS AND ASSESSED VALUES

Deedholder Name	Parcel Address Number	Parcel Address Unit	Parcel Street Name	Deedholder Address	Deedholder City	Deedholder State	Deedholder Zip	Current Land Value	Current Improvement Value
FLOYD-DAKOTA LLC	2500		HWY 75	3000 SERGEANT RD #10	SIoux CITY	IA	51106	\$88,000	\$0
FLOYD-DAKOTA LLC	2500	1/2	HWY 75	3000 SERGEANT RD #10	SIoux CITY	IA	51106	\$89,100	\$0
TEME LLC	3104		NORTHBROOK DR	7508 S RIDGESTONE DR	SIoux FALLS	SD	57108	\$171,700	\$666,200
LEON INSULATION LLC	3107		NORTHBROOK DR	610 W 16TH ST	SOUTH SIoux CITY	NE	68776	\$63,100	\$363,600
LEON INSULATION LLC	3113		NORTHBROOK DR	610 W 14TH ST	SOUTH SIoux CITY	NE	68776	\$53,300	\$0
K S'S PROPERTIES L C	3201		NORTHBROOK DR	3201 NORTHBROOK DR	SIoux CITY	IA	51105	\$119,300	\$479,600
KCSB LLC	3213		NORTHBROOK DR	3313 NORTHBROOK DR	SIoux CITY	IA	51105	\$95,800	\$487,300
UNITED CENTER INC	3325		NORTHBROOK DR	3325 NORTHBROOK DR	SIoux CITY	IA	51105	\$44,400	\$33,200
MASON LOREN E MASON PAMELA S	3319		NORTHBROOK DR	3227 VIRGINIA ST	SIoux CITY	IA	51104	\$32,400	\$97,100
NORTHBROOK PROPERTIES LLC	3140		NORTHBROOK DR	522 4TH ST STE 200	SIoux CITY	IA	51101-1620	\$54,100	\$0
NORTHBROOK PROPERTIES LLC	3142		NORTHBROOK DR	522 4TH ST STE 200	SIoux CITY	IA	51101-1620	\$49,900	\$0
NORTHBROOK PROPERTIES LLC	3202		NORTHBROOK DR	522 4TH ST STE 200	SIoux CITY	IA	51101-1620	\$46,100	\$0
HASS STEVEN T HASS LOUANN	3206		NORTHBROOK DR	2079 GLEN ELLEN RD	SGT BLUFF	IA	51054	\$132,300	\$411,600
FIEDLER LARRY P	2430		HIGHWAY 75	32903 170TH ST	LE MARS	IA	51031	\$187,900	\$624,100
BRAD CUMMINGS LLC	3300		NORTHBROOK DR	51229 872ND RD	ORCHARD	NE	68764-6475	\$91,400	\$305,300
HARTSC LLC	3306		NORTHBROOK DR	6703 L ST	OMAHA	NE	68117	\$99,800	\$306,600
HARTSC LLC	3308		NORTHBROOK DR	6703 L ST	OMAHA	NE	68117	\$32,400	\$1,300
BRAD CUMMINGS CONSTRUCTION LLC	3310		NORTHBROOK DR	507 7TH ST STE 600	SIoux CITY	IA	51101	\$36,400	\$24,200
SEPAWSON PROPERTIES LLC	3312		NORTHBROOK DR	916 N MARATHA ST	SIoux CITY	IA	51105	\$37,600	\$0
BRAD CUMMINGS LLC	3314		NORTHBROOK DR	51229 872ND RD	ORCHARD	NE	68764	\$73,900	\$131,200
MIRABILE-MISU LLC	3325	1/2	NORTHBROOK DR	2024 MOVILLE BLACKTOP	MOVILLE	IA	51099	\$9,800	\$0
TRIPLE M REALTY LLC	3209		NORTHBROOK DR	3308 NORTHBROOK DR	SIoux CITY	IA	51105	\$128,600	\$899,100
TRIPLE M REALTY LLC	3307		NORTHBROOK DR	3308 NORTHBROOK DR	SIoux CITY	IA	51105	\$114,500	\$188,100
FLOYD-DAKOTA LLC	3301	1/2	NORTHBROOK DR	700 PIERCE ST	SIoux CITY	IA	51101	\$11,000	\$0
3218 NORTHBROOK LLC	3218		NORTHBROOK DR	500 LAKE AVE	STORM LAKE	IA	50588	\$109,500	\$318,600
PURPLE ICEBERG LLC	2501		LAKEWOOD CT	PO BOX 195	NO SIoux CITY	SD	57049	\$97,900	\$162,900
PALMER AND COMPANY	2600		HIGHWAY 75	PO BOX 326	SIoux CITY	IA	51102	\$550,500	\$3,035,100

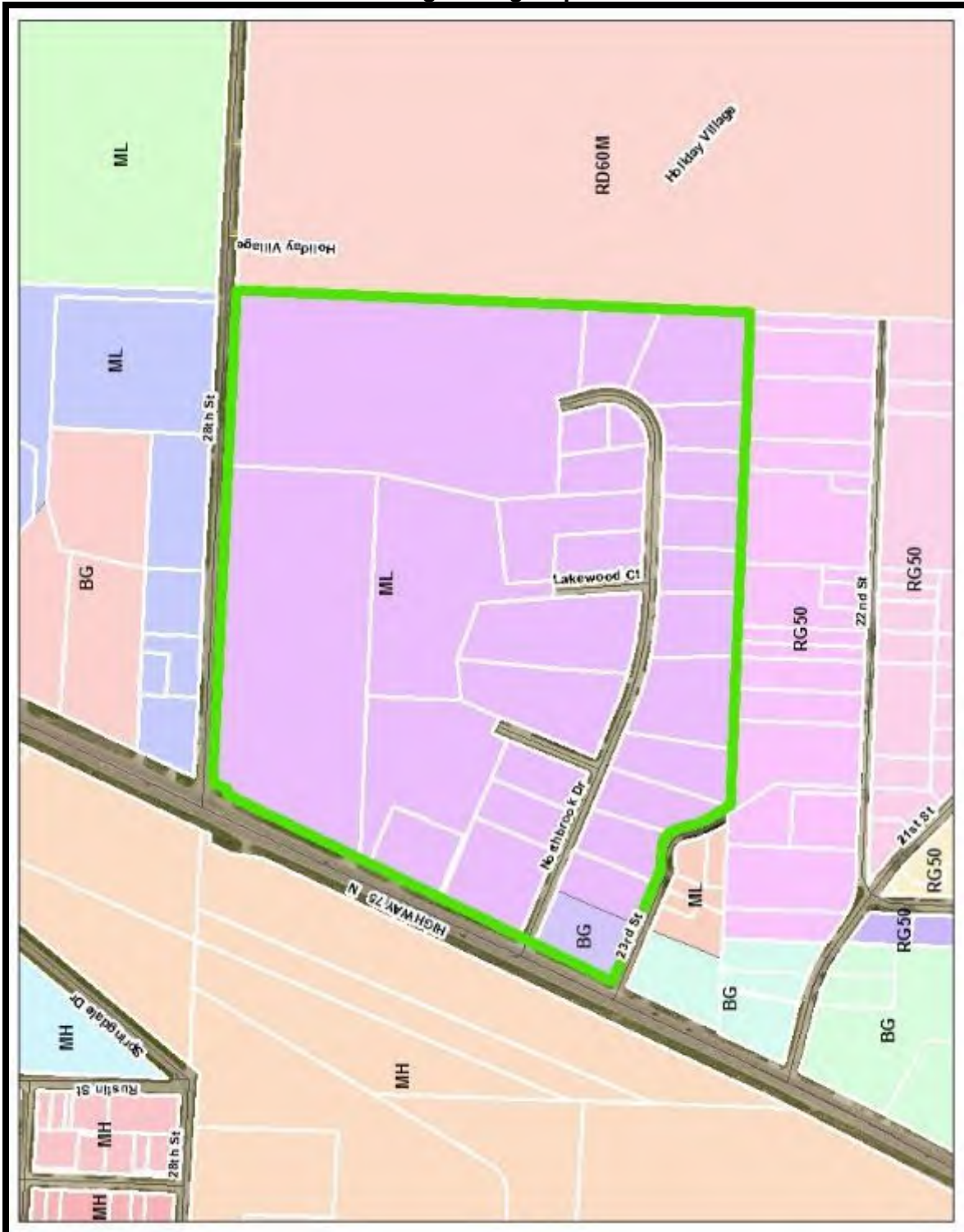
General Area Map



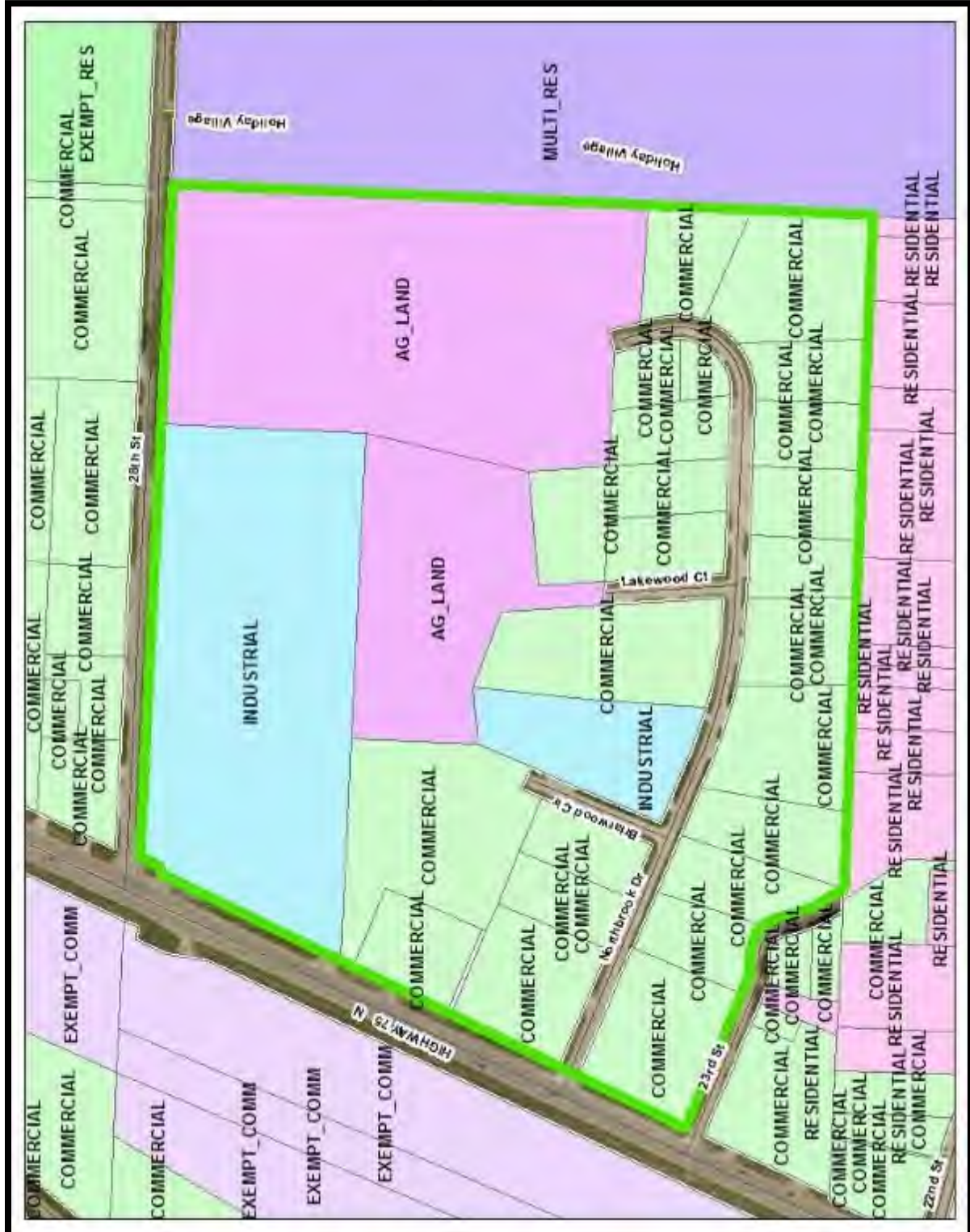
Boundary and Parcel Map



Existing Zoning Map



Existing Land Use Map



Future Land Use 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: September 16, 2019

ACTION ITEM # 14

FROM: Mike Collett, Assistant City Manager

SUBJECT: **Hearing and Resolution accepting the proposal of General Services Administration, as the designated representative of the United States of America, for the lease of certain land in the Donner Urban Renewal Area and authorizing lease of said property (Approximately 1,008 square feet of space within the Sioux Gateway Airport/Brigadier General Bud Day Field Terminal Building).**

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 that the City Council conduct a public hearing to accept the proposal of General Services Administration, as the designated representative of the United States of America, for the lease of certain land in the Donner Urban Renewal Area and authorize lease of said property (Approximately 1,008 square feet of space within the Sioux Gateway Airport/Brigadier General Bud Day Field Terminal Building).

DISCUSSION:

General Services Administration (GSA), as the designated representative of the United States of America for Transportation Services Administration (TSA), currently leases space within the Sioux Gateway Airport/Brigadier General Bud Day Field Terminal Building and has done so since November 18, 2002. The current lease will expire October 31, 2019. A new lease being presented is for up to 15 years ending October 31, 2034 and includes the following terms:

Term Years	Term Limits	Starting Period	Ending Period	Percent Increase	Annual Amount
Current		November 1, 2009	October 31, 2019		\$42,840.00
1-5 years	Firm	November 1, 2019	October 31, 2024	4%	\$44,553.60
5-10 years	Non-Firm	November 1, 2024	October 31, 2029	4%	\$46,335.74
10-15 years	Options	November 1, 2029	October 31, 2034	4%	\$48,189.17

This new lease also includes reimbursement to the City for renovation of the approximate 1,008 square foot space upon completion.

The Public Notice inviting proposals and the intent to accept the proposal was published on August 17, 2019. All proposals are due by 1:00 o'clock P.M. September 16, 2019.

FINANCIAL IMPACT:

The annual rent will be \$44,553.60 through October 31, 2024 with additional 4% increase term options.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

Deny this proposal and renegotiate.

ATTACHMENTS:

Resolution
Lease Agreement (**Hard Copy**)

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION ACCEPTING THE PROPOSAL OF GENERAL SERVICES ADMINISTRATION, AS THE DESIGNATED REPRESENTATIVE OF THE UNITED STATES OF AMERICA, FOR THE LEASE OF CERTAIN LAND IN THE DONNER URBAN RENEWAL AREA AND AUTHORIZING LEASE OF SAID PROPERTY (APPROXIMATELY 1,008 SQUARE FEET OF SPACE WITHIN THE SIOUX GATEWAY AIRPORT/BRIGADIER GENERAL BUD DAY FIELD TERMINAL BUILDING).

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 in the City, and in this connection has instituted the Donner Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes the City to invite proposals from all interested parties for the lease of land in an urban renewal area by publishing public notice of its intent to receive and accept any such proposal; and

WHEREAS, General Services Administration, as the designated representative of the United States of America, has submitted a proposal for the lease of the following described property in the Donner Urban Renewal Area:

Approximately 1,008 square feet of office and related space within the Sioux Gateway Airport/Brigadier General Bud Day Field Terminal Building located at 2501 Aviation Boulevard; and

WHEREAS, pursuant to Resolution No. 2019-0682 passed and approved by the City Council on August 12, 2019, the City indicated its intent to accept said proposal of General Services Administration, as the designated representative of the United States of America, 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, a hearing was held on the proposals so submitted and the City Council is of the opinion and belief that it would be in the best interests of the City to accept the proposal of General Services Administration, as the designated representative of the United States of America, for the lease of said property and that accepting such proposal is in the public interests; and

WHEREAS, a Lease Agreement has been prepared for the lease of said property pursuant to the terms of said proposal and should be approved as to form and content.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Lease Agreement attached hereto providing for the lease of said property to General Services Administration, as the designated representative of the United States of America, is hereby approved as to form and content and the Assistant City Manager be and he is hereby authorized and directed to execute same for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that upon receipt of the consideration fixed in said Lease Agreement that the Lease Agreement be delivered to General Services Administration, as the designated representative of the United States of America.

PASSED AND APPROVED: September 16, 2019

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: September 16, 2019

ACTION ITEM # 15

FROM: Chris Myres, Economic Development

SUBJECT: Hearing and Resolution accepting the proposal of Wilson Group, LLC and Sioux City Truck Sales, Inc. for the purchase of certain land in the Donner Park Urban Renewal Area and authorizing a development agreement and minimum assessment agreement. (a .584 acre portion of Lot 9, Expedition Business Park, First Filing)

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 council conduct a public hearing and approve the above resolution.

DISCUSSION:

Background

Midwest Peterbilt Group owns and operates five sales and service locations throughout Iowa and Nebraska with its corporate headquarters in the Expedition Business Park in Sioux City. Wilson Group, LLC is the real estate holding company and Sioux City Truck Sales, Inc. is the operating entity for Midwest Peterbilt's local business. The company was one of the first to construct in this area after the land was released from FAA jurisdiction nearly twenty years ago. The company has made significant investment both in its headquarters building and its sales and service location located on Harbor Drive in the Bridgeport area.

The company currently employs twenty-five individuals at its corporate office and eighty-five at its Harbor Drive sales and service center. Over the past few years, the company has experienced increasing difficulty in hiring skilled technicians for its service department. For the past several months, Economic Development staff has been working with the company and Western Iowa Tech on the development of curriculum and financing for a new training center for diesel mechanics that would ultimately be employed in one of Midwest Peterbilt's five service locations. After the program is established, the company has also considered opening up enrollment to other companies to help alleviate the overall diesel mechanic shortage in the area.

As part of this effort, the company has decided to construct a training facility adjacent to its corporate headquarters facility. The company plans to invest approximately \$1 million in the project. To assist with the project, City staff is currently working to finalize a development agreement and minimum assessment agreement with Midwest Peterbilt which would sell the company approximately .5 acres of City-owned land and provide tax rebates of 70% of new

taxes created over a five-year period. Midwest Peterbilt would agree to retain its existing employees and sign a minimum assessment of \$800,000 on the property.

Development Agreement

As part of the Agreement, Wilson Group, LLC and Sioux City Truck Sales, Inc. will:

- Construct a new training facility adjacent to its existing corporate office facility with a total project capital investment of approximately \$1 million.
- Sign a minimum assessment agreement committing to \$800,000 in new value between the existing site and the new facility.
- Retain the existing employees at both the corporate office and the Sioux City sales and service center.

As part of the Agreement, the City will:

- Sell approximately .5 acres to Wilson Group, LLC for \$1.00.
- Provide partial property tax rebates equal to 70% of new taxes paid into the TIF for a five-year period.

Approval of the above resolution will finalize the land sale and authorize the City to enter into a development agreement and minimum assessment agreement with Wilson Group, LLC and Sioux City Truck Sales, Inc.

FINANCIAL IMPACT:

The City will see increased tax revenue through the new development on the site.

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

Development Agreement and Minimum Assessment Agreement (**HARD COPY**)

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION ACCEPTING THE PROPOSAL OF WILSON GROUP, LLC AND SIOUX CITY TRUCK SALES, INC. FOR THE PURCHASE OF CERTAIN LAND IN THE DONNER PARK URBAN RENEWAL AREA AND AUTHORIZING A DEVELOPMENT AGREEMENT AND MINIMUM ASSESSMENT AGREEMENT. (A .584 ACRE PORTION OF LOT 9, EXPEDITION BUSINESS PARK, FIRST FILING)

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, Wilson Group, LLC and Sioux City Truck Sales, Inc. have submitted a proposal to the City for the purchase of the following described property in the Donner Park Urban Renewal Area:

That portion of Lot 9, Expedition Business Park, First Filing, an addition to the City of Sioux City, Woodbury County, Iowa, described as follows:

Beginning at the northeast corner of Lot 8 in said Expedition Business Park; thence North 88°58'48" West along the north line of said Lot 8 for a distance of 271.96 feet to the northwest corner of said Lot 8; thence Northeasterly along the east line of Mitchell Street and along a non-tangent curve to the right with a radius of 480.00 feet, from a tangent bearing in of North 20°38'16" East, through a central angle of 24°56'00", for a distance along the arc of 208.88 feet, the chord of which bears North 33°06'17" East a distance of 207.24 feet; thence South 41°39'20" East for a distance of 238.82 feet to the Point of Beginning, containing 25,444 square feet or 0.584 acres, more or less. Subject to easements, if any, of record or apparent; and

WHEREAS, pursuant to Resolution No. 2019-0681 passed and approved by the City Council on August 12, 2019, the City indicated its intent to accept said proposal of Wilson Group, LLC and Sioux City Truck Sales, Inc., 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 Wilson Group, LLC and Sioux City Truck Sales, Inc. for the purchase of said property and that accepting such proposal is in the public interests; and

WHEREAS, a Development Agreement and Minimum Assessment Agreement have been prepared for the purchase of said property pursuant to the terms of said proposal and should be approved as to form and content.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Development Agreement and Minimum Assessment Agreement attached hereto providing for the sale of said property to Wilson Group, LLC and Sioux City Truck Sales, Inc. are hereby approved as to form and content and the Mayor and City Clerk be and they are hereby authorized and directed to execute same along with all necessary exhibits to said Development Agreement for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that upon receipt of the consideration fixed in said Development Agreement and the costs incurred in this sale that the Development Agreement be delivered to Wilson Group, LLC and Sioux City Truck Sales, Inc.

BE IT FURTHER RESOLVED that the City Clerk be and she is hereby authorized and directed to submit said Minimum Assessment Agreement to the City Assessor for his certification pursuant to Section 403.6(19) of the Iowa Code.

BE IT FURTHER RESOLVED that the City Clerk, upon receiving the certification of the City Assessor, be and she is hereby authorized and directed to file a certified copy of this resolution with the Minimum Assessment Agreement in the office of the Woodbury County Recorder/Auditor.

BE IT FURTHER RESOLVED that the City Clerk, be and she is hereby authorized and directed to file a certified copy of this resolution with the Development Agreement with the Woodbury County Recorder/Auditor.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Expedition Business Park



x	Regular Session
	Study Session
	Closed Session

CITY OF SIOUX CITY REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 16, 2019

ACTION ITEM # 16

FROM: Mike Collett, Airport Director

SUBJECT: Ordinance amending Chapter 2.32 entitled “Sioux Gateway Airport Board of Trustees” of the Sioux City Municipal Code to change the name of the Sioux City Gateway Airport / Colonel Bud Day Field to Sioux Gateway Airport / Brigadier General Bud Day Field

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

Staff respectfully requests the City Council adopt an ordinance changing the official name of the Sioux Gateway Airport Airfield from Sioux Gateway Airport / Colonel Bud Day Field to Sioux Gateway Airport / Brigadier General Bud Day Field in recognition of his posthumous promotion.

DISCUSSION:

Senator John McCain served with Day in the Vietnam era and the two were cellmates at the Hanoi Hilton. Shortly before McCain’s death, he introduced a posthumous advancement of Day from Colonel to Brigadier General as part of the National Defense Authorization Act.

Brigadier General Day is a native of Sioux City, Iowa and a graduate of Central High School. He served in the US Marine Corps and the Air Force. He is considered one of the most decorated airman in history.

The promotion became effective March 27, 2018. In recognition of this advancement, the Airport Board of Trustees voted at their September 12, 2019 meeting to change the name of the Airfield to reflect Day’s proper title.

On December 17, 2018 under Resolution No. 2018-0977, Council approved a Resolution of intent to officially rename the Airfield. This airfield name change request was forwarded to the Federal Aviation Administration (FAA). On June 20, 2019 the Federal Aviation Administration (FAA) approved and published the official name change in the National Flight Data Digest (NFDD) No. 092-16.

FINANCIAL IMPACT:

None.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility-Quality of Life
Strategic Focus Area-Instill Sioux City Pride

ALTERNATIVES:

N/A

ATTACHMENTS:

Ordinance
FAA Publication

ORDINANCE NO. 2019 - _____

ORDINANCE AMENDING CHAPTER 2.32 ENTITLED "SIOUX GATEWAY AIRPORT BOARD OF TRUSTEES" OF THE SIOUX CITY MUNICIPAL CODE TO CHANGE THE NAME OF THE SIOUX CITY GATEWAY AIRPORT / COLONEL BUD DAY FIELD TO SIOUX GATEWAY AIRPORT / BRIGADIER GENERAL BUD DAY FIELD

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA¹:

Section 1: Section 2.32.005 of the Sioux City Municipal Code is amended to read as follows:

2.32.005 Airport name. The name of the municipal airport located in Sioux City, Iowa, shall be known as the ~~Sioux Gateway Airport / Colonel Bud Day Field~~ Sioux Gateway Airport / Brigadier General Bud Day Field.

Section 2: Section 2.32.010 of the Sioux City Municipal Code is amended to read as follows:

2.32.010 Board created. There is created a seven-member board of airport trustees ("board"), for the purpose of governing the operation of the municipal airport in Sioux City ("facilities") consistent with the terms and provisions of this chapter, to be known as the ~~Sioux Gateway Airport / Colonel Bud Day Field~~ Sioux Gateway Airport / Brigadier General Bud Day Field Board of Trustees. Board members shall serve without compensation but may be reimbursed for the actual expenses incurred in the performance of their office. The main objective of the board shall be to operate the municipal airport in a professional and businesslike manner so as to generate optimum revenues from the facilities while minimizing expenses. The board's principal goal shall be to keep any operating subsidy from general tax dollars to the lowest possible amount.

Section 3: Severability Clause. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

Section 4: Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. These are: Section 2.32.005 and Section 2.32.010 of the Sioux City Municipal Code.

¹ Proposed additions to text of Municipal Code are indicated by underline; proposed deletions from text of Municipal Code are indicated by ~~strike through~~

Section 5: Effective Date. This ordinance shall be in full force and effect from and after its final passage and publication as by law provided.

PASSED BY THE CITY COUNCIL ON, AND APPROVED ON: September 16, 2019

ATTEST: _____
Lisa L. McCardle, City Clerk

Robert E. Scott, Mayor

I hereby certify that the foregoing was published in the Sioux City Journal on
September 21, 2019

Lisa L. McCardle, City Clerk

ROWA	NRDD 082-16	05/11/2019
SIOUX CITY	(SUN)	0414EA
SIOUX GATEWAY/COL BUD DAY FIELD AIRPORT		
LATITUDE - 42.26 09.43N	LONGITUDE - 096.23-03.77W	
ASFT NAME	SIOUX GATEWAY/COL BUD DAY FIELD	REPLACED
ASFT NAME	SIOUX GATEWAY/BRDG GEN/BUD DAY FIELD EFF: 06/30/2019	NEW

ORDINANCE NO. 2019- _____

ORDINANCE AMENDING CHAPTER 2.32 ENTITLED "SIOUX GATEWAY AIRPORT BOARD OF TRUSTEES" OF THE SIOUX CITY MUNICIPAL CODE TO CHANGE THE NAME OF THE SIOUX CITY GATEWAY AIRPORT / COLONEL BUD DAY FIELD TO SIOUX GATEWAY AIRPORT / BRIGADIER GENERAL BUD DAY FIELD

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: Section 2.32.005 of the Sioux City Municipal Code is amended to read as follows:

2.32.005 Airport name. The name of the municipal airport located in Sioux City, Iowa, shall be known as the Sioux Gateway Airport / Brigadier General Bud Day Field.

Section 2: Section 2.32.010 of the Sioux City Municipal Code is amended to read as follows:

2.32.010 Board created. There is created a seven-member board of airport trustees ("board"), for the purpose of governing the operation of the municipal airport in Sioux City ("facilities") consistent with the terms and provisions of this chapter, to be known as the Sioux Gateway Airport / Brigadier General Bud Day Field Board of Trustees. Board members shall serve without compensation but may be reimbursed for the actual expenses incurred in the performance of their office. The main objective of the board shall be to operate the municipal airport in a professional and businesslike manner so as to generate optimum revenues from the facilities while minimizing expenses. The board's principal goal shall be to keep any operating subsidy from general tax dollars to the lowest possible amount.

Section 3: Severability Clause. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

Section 4: Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. These are: Section 2.32.005 and Section 2.32.010 of the Sioux City Municipal Code.

Section 5: Effective Date. This ordinance shall be in full force and effect from and after its final 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

I hereby certify that the foregoing was published in the Sioux City Journal on _____

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: September 16, 2019

ACTION ITEM # 17

FROM: Gordon Phair, City Engineer
Nate Wing, Civil Engineer

SUBJECT: Resolution rejecting all bids received for the Bluff Road Bridge Project, Iowa Department of Transportation Project No. BROS-7057(697)—8J-97 (City Project No. 6874-719-355). Deferred from September 9, 2019.

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

Staff respectfully requests Council reject all bids for the Bluff Road Bridge Project (Iowa Department of Transportation Project No. BROS-7057(697)—8J-97 (City Project No. 6874-719-355). Deferred from September 9, 2019.

DISCUSSION:

This Project included the removal of the existing bridge, street paving along a new alignment extending Stockyards Place, sidewalks, ADA compliant sidewalk ramps and the reconstruction of city utilities within the Project limits including, but not limited to, sanitary sewer, storm sewer, water mains, valves and hydrants. Notice of Public Hearing was advertised on August 10, 2019 and August 17, 2019. The Project contract had 60 working days and a late start date of June 27, 2020.

The Project was bid on August 20, 2019 through the Iowa Department of Transportation. Three bids were received for this Project. The bids are as follows:

Company	City, State	Base Bid
Sioux City Engineering Company	Sioux City, Iowa	\$1,359,987.28
RP Constructors, LLC	North Sioux City, South Dakota	\$1,377,777.77
Knife River Midwest, LLC	Sioux City, Iowa	\$1,407,891.94

The Engineer's Estimate and detailed bid tab cannot be distributed per IDOT letting guidelines.

Staff proposes that Council reject the bids and rebid the Project to pursue better pricing. HGM Associates Inc. recommended changes to the Project based on the differences in the Engineer's Estimate and the bid prices. These include a change in subbase material and the allowance of free winter work to demolish the existing bridge. Free winter work would allow the contractor to demolish the bridge in the winter months without counting working days against the contract time. HGM Associates Inc. estimates that these changes may result in savings of approximately \$100,000.00.

FINANCIAL IMPACT:

This Project is funded using Federal-aid funds which are an 80/20 match for federal participation up to \$1,000,000. The 20 percent City match will be funded through a transfer in sales tax infrastructure dollars and general obligation bonds. This Project is currently programmed in CIP No. 719-355 Bluff Road Bridge over Floyd Channel, which has an available balance of \$168,854.32.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

1. The City Council may choose to award this contract.

ATTACHMENTS:

Resolution

RESOLUTION NO. 2019-_____

RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE BLUFF ROAD BRIDGE PROJECT, IOWA DEPARTMENT OF TRANSPORTATION PROJECT NO. BROS-7057(697)—8J-97 (CITY PROJECT NO. 6874-719-355). DEFERRED FROM SEPTEMBER 9, 2019

WHEREAS, pursuant to a notice published in the manner and form prescribed by law, bids and proposals were received by the Iowa Department of Transportation on August 20, 2019 for the Bluff Road Bridge Project in Sioux City, Iowa (the Project) together with necessary accessories and appurtenances, all in accordance with the construction documents heretofore prepared by HGM Associates Inc.; and

WHEREAS, due to the dollar difference between the Engineer's estimate and bids received and in an effort to pursue better pricing, the City's consulting engineer has recommended the Project be rebid under revised plans and specifications; and

WHEREAS, the City Council is advised and does believe that said bids received for the construction of the Project should be rejected and the Project rebid under revised plans and specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that said bids received for the Project, referred to in the preamble hereof, be and the same are hereby rejected and said bid bonds be returned to the bidders.

BE IT FURTHER RESOLVED that the City Engineering Division is hereby directed to notify the City's consulting engineer to prepare revised plans and specifications for this Project.

PASSED AND APPROVED: September 16, 2019

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: September 16, 2019

ACTION ITEM # 18

FROM: Gordon L. Phair, City Engineer
Justin Pottorff, Civil Engineer

SUBJECT: Resolution rejecting all bids received for the proposed construction of the Floyd Park Golf Course Drainage Improvements Project (City Project No. 6990-549-101). Deferred from the September 9, 2019.

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 Council reject all bids for the Floyd Park Golf Course Drainage Improvements Project (City Project No. 6990-549-101). Deferred from September 9, 2019.

DISCUSSION:

This Project included the removal of the existing damaged storm sewer and the reestablishment of overland drainage flows located at the Floyd Park Golf Course.

Notice of Public Hearing was advertised on August 17, 2019 and August 24, 2019. The Project was to have a start date of November 4, 2019 and a completion date of May 1, 2020.

The Project was bid on August 27, 2019. Four bids were received for this Project. The bids are as follows:

Company	City, State	Base Bid
SuBSurfco, LLC	South Sioux City, Nebraska	\$184,963.70
Nelson & Rock Contracting, Inc.	Onawa, Iowa	\$201,130.00
KP Construction, Inc.	Sergeant Bluff, Iowa	\$208,066.00
Sioux City Engineering Company	Sioux City, Iowa	\$213,951.00
Engineer's Estimate		\$187,330.00

Following the bidding process, it was discovered that relevant information for the Project was absent from the plans and specifications which, if not included, could cause significant financial and construction issues for the Contractor and the City if the award of this Project goes forward. No questions were received in writing regarding this Project prior to the bid opening. Based on this, staff is recommending that all bids be rejected and the Project be rebid with new plans and specifications at a later date.

FINANCIAL IMPACT:

This Project is funded using Sewer Funds under CIP 549-101 Annual Storm Sewer Unspecified.
The Project currently has an available balance of \$627,987.52.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

N/A

ATTACHMENTS:

Resolution
Bid Tab

RESOLUTION NO. 2019-_____

RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE PROPOSED CONSTRUCTION OF THE FLOYD PARK GOLF COURSE DRAINAGE IMPROVEMENTS PROJECT (CITY PROJECT NO. 6990-549-101). DEFERRED FROM THE SEPTEMBER 9, 2019.

WHEREAS, pursuant to a notice published in the manner and form prescribed by law, bids and proposals were received on August 27, 2019 for the Floyd Park Golf Course Drainage Improvements Project in Sioux City, Iowa (the "Project") together with necessary accessories and appurtenances, all in accordance with the construction documents heretofore prepared by the City Engineering Division; and

WHEREAS, due to the absence of relevant information for the Project in the plans and specifications, the City Engineer is requesting the plans and specifications be revised; and

WHEREAS, the City Council is advised and does believe that said bids received for the construction of the Project should be rejected and the Project rebid under revised plans and specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that said bids received for the Project, referred to in the preamble hereof, be and the same are hereby rejected and said bid bonds be returned to the bidders.

BE IT FURTHER RESOLVED that the City Engineering Division is hereby directed to prepare revised plans and specifications for this Project.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Line Number	Item ID	Description	Supplemental Description	Quantity	Unit	Engineer Estimate		SubSurface, LLC		Nelson & Rock Contracting, Inc.		KP Construction, Inc.		Skowhegan Engineering Company	
								South Sioux City, NE		Omaha, IA		Seaside Bluff, IA		Skowhegan Engineering	
18	2010-108-D-1	Topsoil, On-site		150	CY	\$10.00	\$1,500.00	\$17.50	\$2,625.00	\$12.00	\$1,800.00	\$35.00	\$5,250.00	\$92.00	\$14,000.00
20	2010-108-E-1	Class III Excavation		477	CY	\$40.00	\$19,080.00	\$27.50	\$13,117.50	\$40.00	\$19,080.00	\$40.00	\$19,080.00	\$29.00	\$13,893.00
30	4020-108-A-1	Storm Sewer, Trenching	60" RPP	62	LF	\$120.00	\$7,440.00	\$357.00	\$22,014.00	\$800.00	\$49,600.00	\$410.00	\$25,620.00	\$295.00	\$18,590.00
40	4020-108-E-1	Removal of Storm Sewer	Less Than or Equal to 36"	132	LF	\$25.00	\$3,300.00	\$12.50	\$1,650.00	\$40.00	\$5,280.00	\$25.00	\$3,300.00	\$30.00	\$3,960.00
50	4020-108-E-2	Removal of Storm Sewer	Greater Than 36"	227	LF	\$50.00	\$11,350.00	\$19.50	\$4,426.50	\$60.00	\$13,620.00	\$40.00	\$9,080.00	\$41.00	\$9,381.00
60	4030-108-B-1	Pipe Apron	Removal	1	EA	\$1,000.00	\$1,000.00	\$1,890.00	\$1,890.00	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$225.00	\$225.00
70	4030-108-B-2	Pipe Apron	Furnish and Install 60"	2	EA	25,000.00	\$50,000.00	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$6,500.00	\$13,000.00	\$2,700.00	\$5,400.00
80	4030-108-B-3	Pipe Apron	Furnish and Install 48"	1	EA	10,000.00	\$20,000.00	\$4,475.00	\$4,475.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00
90	4030-108-C-1	Footing for Concrete Pipe Apron	Furnish and Install	1	EA	\$2,000.00	\$2,000.00	\$1,605.00	\$1,605.00	\$3,500.00	\$3,500.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00
100	4030-108-D-1	Pipe Apron Guard		3	EA	\$1,300.00	\$3,900.00	\$1,685.00	\$5,055.00	\$2,800.00	\$8,400.00	\$2,950.00	\$8,550.00	\$2,600.00	\$7,800.00
110	6010-108-A-B	Manhole	60" SW-402	1	EA	\$18,000.00	\$18,000.00	\$22,000.00	\$22,000.00	\$14,000.00	\$14,000.00	\$26,500.00	\$26,500.00	\$24,500.00	\$24,500.00
120	8020-108-F-1	Remove Manhole or Install		3	EA	\$5,000.00	\$15,000.00	\$2,500.00	\$7,500.00	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00	\$1,200.00	\$3,600.00
130	8020-108-B-1	Swelling, Fertilizing, and Mulching for Hydraulic Seeding	See Special Provisions	1	LF	\$25,000.00	\$25,000.00	\$9,825.00	\$9,825.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
140	9040-108-F-1	Erosion Control (L)		1	LF	\$10,000.00	\$10,000.00	\$4,575.00	\$4,575.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$9,500.00	\$9,500.00
150	2601-2645A11	TURF REINFORCEMENT MAT, TYPE 1		206	SQ	\$60.00	\$12,360.00	\$95.00	\$19,570.00	\$50.00	\$10,300.00	\$195.00	\$40,170.00	\$40.00	\$8,240.00
160	2601-2645A14	TURF REINFORCEMENT MAT, TYPE 4		82	SQ	\$80.00	\$6,560.00	\$200.00	\$16,400.00	\$75.00	\$6,150.00	\$105.00	\$8,610.00	\$135.00	\$11,025.00
170	11020-108-A	Construction Survey		1	LS	\$5,000.00	\$5,000.00	\$1,300.00	\$1,300.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00
180	11020-108-A-B	Mobilization		1	LS	\$10,000.00	\$10,000.00	\$2,400.00	\$2,400.00	\$30,000.00	\$30,000.00	\$17,000.00	\$17,000.00	\$24,000.00	\$24,000.00
						\$185,280.00		\$184,963.70		\$201,130.00		\$208,046.00		\$213,951.00	

<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: September 16, 2019 **ACTION ITEM #** 19

FROM: Matt Salvatore, Parks and Recreation Director

SUBJECT: Resolution approving Amendment No. 6 to the Consulting Services Agreement with SmithGroup, Inc. of Madison, Wisconsin for additional design and engineering services for Phase I construction documents in connection with the Chris Larsen Park – Riverfront Redevelopment Project in the lump sum amount of \$350,225.00.

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 City Council approve Amendment No. 6 to the Consulting Services Agreement with SmithGroup, Inc. of Madison, Wisconsin in the lump sum amount of \$350,225.00 for additional design and engineering services for Phase I of the Chris Larsen Park – Riverfront Redevelopment Project.

DISCUSSION:

SmithGroup, Inc. of Madison, Wisconsin was awarded a Consulting Services Agreement for a Master Plan of the Chris Larsen Park-Riverfront Redevelopment Project on October 19, 2015 per Resolution No. 2015-0805 in the amount of \$45,000.00 for site analysis and a Conceptual Master Plan.

Amendment No. 1 was approved on May 16, 2016 per Resolution No. 2016-0433 in the amount of \$6,500.00 for additional design services.

Amendment No. 2 was approved on June 26, 2017 per Resolution No. 2017-0612 in the amount of \$124,500.00 for survey, schematic design services, and public participation administration. A motion to accept the schematic design was approved by the City Council on April 2, 2018.

Amendment No. 3 was approved on May 21, 2018 per Resolution No. 2018-0411 in the amount of \$356,500.00 for professional design and engineering services for program verification and Perry Creek Fishing Pier study, accelerated Byron Brower Fountain design, Fundraising and Grant Materials, and design development.

Amendment No. 4 was submitted on September 10, 2018 for the Architect to formally change its name from SmithGroupJJR, Inc. to SmithGroup, Inc.

Amendment No. 5 was approved on March 25, 2019 per Resolution No. 2019-0247 in the amount of \$341,280.00 for professional design and engineering services for Phase I construction documents. Phase I will include base improvements with an estimated budget of \$3 Million, including consultant costs and permitting fees. The anticipated completion date for the construction of Phase I is November 2020. The project's phased construction plan was presented to City Council on January 14, 2019.

Amendment No. 6 is being requested for additional design and engineering services for Phase 1 construction documents in the amount of \$350,225.00. Since the approval of Amendment No. 5, the Riverfront Fundraising Sub-Committee has successfully secured additional funding providing the opportunity to construct an additional \$3.59 Million more than was originally programmed. Phase 1 now has an estimated budget of \$6.59 Million.

Amendment No. 6 Additional Scope of Services will include the following:

- Architectural and engineering services for the construction of the west picnic shelter and east restroom/shelter.
- Construction Administrative services - fifteen total site visit reports including Punch List, bi-weekly WebEx progress meetings with City staff, fifteen in person construction progress meetings.
- One person on-site during the duration of the construction of Phase 1 for up to an additional 11 months.

The construction documentation will take approximately 3 months longer than estimated in Amendment No. 5 and the Construction Phase will increase an estimated 11 months. It is estimated that the Substantial Completion of Phase 1 will occur November 2021.

- | | |
|--------------------------|----------------------------|
| • Permitting Documents | November 2019-January 2020 |
| • Construction Documents | August 2019-March 2020 |
| • Bid Phase | April – May 2020 |
| • Construction Phase | June 2020 – November 2021 |

FINANCIAL IMPACT:

The funding for the Consulting Services Agreement, Amendment No. 6, will be covered under #459-136 "Riverfront Recreational Upgrades" with a CIP FY'21 and FY'22 combined budget of \$4,000,000.00 in City Tax Increment Financing (TIF). Additional secured funding includes \$2,450,000.00 in Pledges, \$100,000.00 Gilchrist Foundation, and \$40,000.00 Woodbury County. The professional design, engineering and construction services for Phase 1 is under 11% of the estimated construction costs.

The following will be included as bid alternatives to be constructed in Phase 1 pending available funding: the west picnic shelter, the Stockyard Gardens, the east shelter/restroom, the basketball courts, and Chris Larsen Park signage.

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Explore Destination Sioux City

ALTERNATIVES:

Deny this Amendment to the Agreement and require staff to seek these additional scope of services from another firm.

ATTACHMENTS:

Resolution

Phase 1 Overview

Consulting Services Agreement - Amendment No. 6

RESOLUTION NO. 2019 - _____
with attachments

RESOLUTION APPROVING AMENDMENT NO. 6 TO THE CONSULTING SERVICES AGREEMENT WITH SMITHGROUP, INC. OF MADISON, WISCONSIN FOR ADDITIONAL DESIGN AND ENGINEERING SERVICES FOR PHASE I CONSTRUCTION DOCUMENTS IN CONNECTION WITH THE CHRIS LARSEN PARK – RIVERFRONT REDEVELOPMENT PROJECT IN THE LUMP SUM AMOUNT OF \$350,225.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that Amendment No. 6, a copy of which is attached hereto and by this reference made a part hereof, to the Consulting Services Agreement with SmithGroup, Inc. of Madison, Wisconsin for additional design and engineering services for Phase I construction documents in connection with the Chris Larsen Park – Riverfront Redevelopment Project be and the same is hereby approved in the lump sum amount of \$350,225.00.

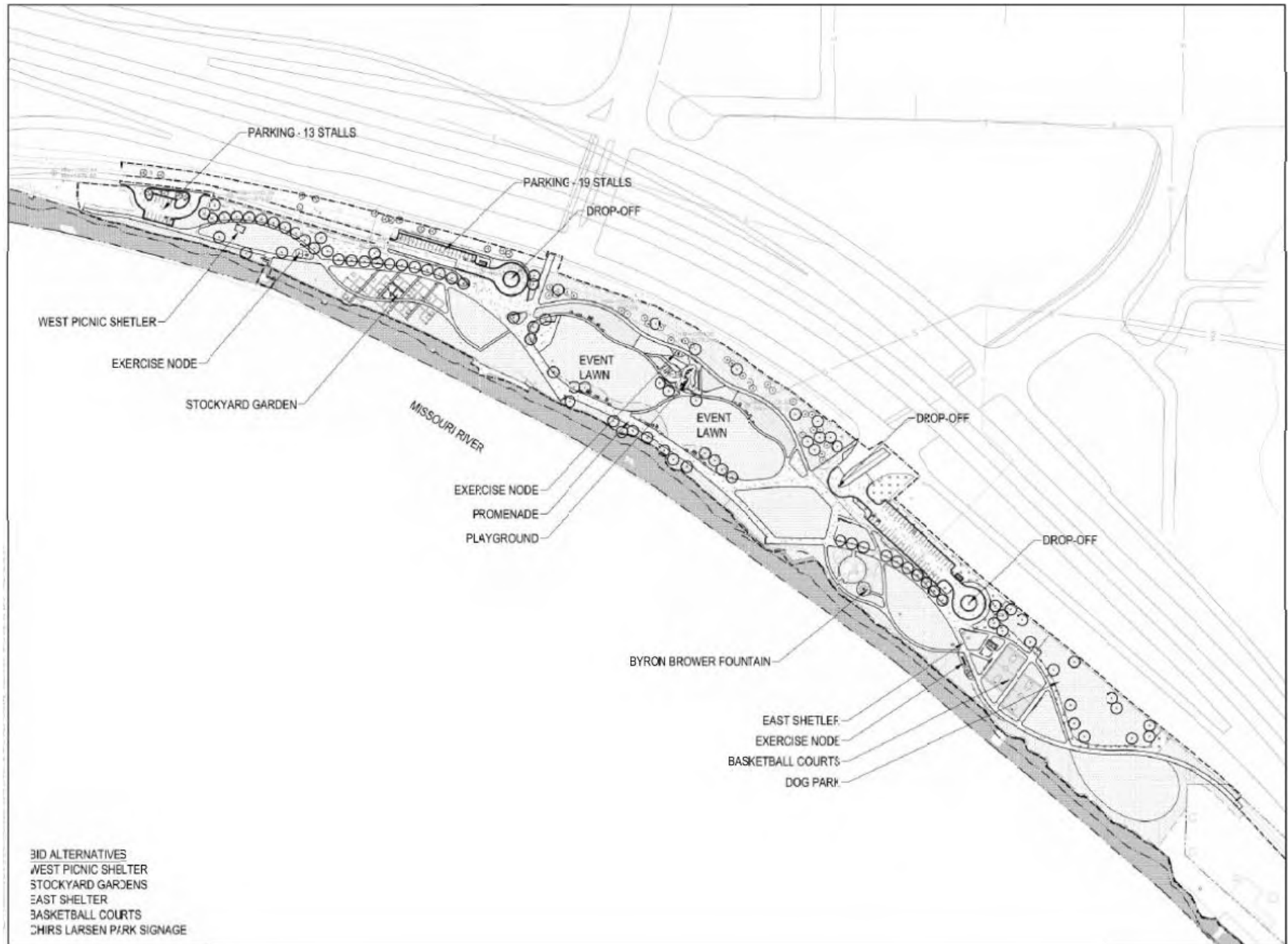
BE IT FURTHER RESOLVED that the City Manager be and he is hereby authorized and directed to execute said Amendment No. 6 for and on behalf of the City.

PASSED & APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

Phase 1 Overview



SMITHGROUP

AMENDMENT TO OWNER CONTRACT

SG Project Title: Chris Larsen Park Redevelopment

SG Project Location: Sioux City, Iowa

SG Project Number: 10265

Amendment No.: 006

September 3, 2019

Client

Matt Salvatore

Parks and Recreation Director

Sioux City Parks and Recreation

401 Gordon Dr.

Sioux City, IA 51102

By signing below, the parties agree that SmithGroup will provide the below Scope of Services in conjunction with our Agreement dated October 19, 2015, and to expend an additional \$350,225.00.

PROJECT UNDERSTANDING

SmithGroup will provide additional professional design and engineering services for Phase I construction documents of Chris Larsen Park located on the Missouri River in Sioux City, IA. The additional improvements, as referenced in the graphic below, have an estimated budget of an additional \$3.59 Million, including consultant costs and permitting fees. The total Phase I project has an estimated budget of \$6.59 Million and the basis of design is the Design Development (DD) documents completed and presented to City Council on January 14, 2019.

BASIC SERVICES

The Basic Services listed below detail the tasks, meetings and resources required to undertake this project. Services not included in the Basic Services are listed in the Supplemental Services section.

SmithGroup will include the additional \$3.59 Million of Phase 1 base improvements as outlined above into the Basic Services described in Task 3 (Construction Documents), Task 4 (Bidding Phase), Task 5 (Construction Phase Services) and Task 6 (Construction Services, Resident Project Representative) of Contract Amendment 005, dated March 25, 2019.

Additional deliverables and meetings include the following:

Task 3 Additional Scope

SmithGroup will provide architectural and engineering services for the West Picnic Shelter and East Shelter. The basis of design for both structures is the DD documents completed and presented to City Council on January 14, 2019.

SmithGroup will provide:

- Architecture Design
- Code and Life Safety Design
- Mechanical Systems Design
- Plumbing Design
- Electrical Design
- Fire Alarm & Fire Protection Design
- Lighting Design
- Structural Engineering

Task 5 Deliverables: (Unless otherwise specified, all deliverables will be submitted in a digital PDF format)

- (8) Site Visit Reports. (15) total Site Visit Reports, including Punch List
-

SMITHGROUP

Task 5 Meetings

- Regularly Scheduled, bi-weekly WebEx progress meetings with City Staff
- (8) additional Construction Progress Meetings. (15) total Construction Progress Meetings, in-person.

Task 6: Construction Services, Resident Project Representative

The SmithGroup team will have one person on-site during the duration of construction for up to an additional 11 months.

SCHEDULE

The Construction Documentation task will take approximately 3 months longer than estimated in Contract Amendment 005 and the Construction Phase will increase an estimated 11 months longer than estimated in Contract Amendment 005. It is estimated that Substantial Completion for the Phase I project as outlined above will occur in November 2021.

SmithGroup Is prepared to initiate the Basic Services upon receipt of a signed copy of this Agreement. The updated timeline for the completion of Basic Services is anticipated as follows

Basic Services:

- | | |
|--|------------------------------|
| • Task 1: Survey Update | Complete |
| • Task 2: Permitting Documents | November 2019 – January 2020 |
| • Task 3: Construction Documents (CD): | August 2019 – March 2020 |
| • Task 4: Bid Phase | April – May 2020 |
| • Task 5: Construction Phase Services: | June 2020 – November 2021 |

ASSUMPTIONS AND OWNER RESPONSIBILITIES

The preceding scope of work was developed with the following assumptions with respect to the process and City responsibilities.

- City will print, publish, and/or mail any necessary meeting invitations or notices, reserve meeting space including tables and chairs, and establish a list of project stakeholders (if required based on the selected scope of work).
- City will prepare all meeting notes, reviewed by SmithGroup, and distribute as necessary.
- All local governmental, and/or building code submittals will be conducted/secured by the City.
- Any services required due to soil contamination or remediation are the responsibility of the City, including but not limited to investigation, remediation and permitting.
- Changes from I-29 construction that vary from proposed to actual field conditions are not included.
- Any permitting costs or application fees will be borne by the City.
- Irrigation design is not included in this proposal.
- This proposal includes the initial review of construction submittals and a single re-submittal.
- Redesign for unforeseen field conditions, contractor error, contractor substitution, or the redesign of base-building.
- Field investigations due to contractor error.
- LEED certification is not included in this proposal.

SUPPLEMENTARY SERVICES

SmithGroup would be pleased to provide Extra Services that are requested by the City. Labor and reimbursable expenses for all services in addition to those described above shall be compensated in accordance with SmithGroup's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by SmithGroup, or by an approved contract modification to this AGREEMENT.

- Phased construction, or phased permitting, including temporary or partial completion, such as a preliminary grading package.
 - Budget or cost changes exceeding more than 10 percent.
 - Providing services to investigate existing conditions of facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information, including survey information furnished by the CLIENT.
-

SMITHGROUP

- Providing services to investigate in the work of independent consultants retained by the CLIENT.
- Revising drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SmithGroup's control.
- Attending additional meetings or making presentations to interested groups or agencies other than those specifically provided herein.
- Changes to design program beyond the initial proposed concepts that result in additional design iterations or public meetings.

PROFESSIONAL SERVICES FEE

The CLIENT shall compensate SmithGroup for Basic Services for a lump sum fee of \$350,225.00, inclusive of labor, materials and expenses.

REIMBURSABLE EXPENSES

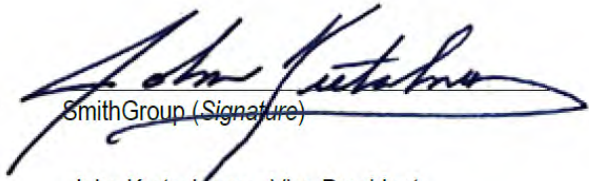
None.

All other provisions of our Agreement remain unchanged.

Client (Signature)

(Printed name and title)

Date



SmithGroup (Signature)

John Kretschman - Vice President

(Printed name and title)

09/04/2019

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2019

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 have ADDITIONAL INSURED provisions or 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 Marsh USA Inc. One Towne Square Suite 1100 Southfield, MI 48076 Attn: detroit.certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN102397104-STND-GAWUE-18- WI SM602 10265	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: N/A INSURER D: Hartford Insurance Company of the Midwest INSURER E: Lloyd's INSURER F:
INSURED SmithGroup, Inc. 44 East Mifflin Street Suite 500 Madison, WI 53703	NAIC # 29424 19682 N/A 37478 1122000

COVERAGES **CERTIFICATE NUMBER:** CHI-007395135-23 **REVISION NUMBER:** 2

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	ADDL INSD	SUBR WVD	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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			83 UUN LP2277	05/15/2019	05/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83 UUN LP2277	05/15/2019	05/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<input checked="" type="checkbox"/> 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 N	N/A	83 WE PP2105 (MI) AZ, CA, CO, DC, FL, GA, IL, KS, MA, MD, MN, MO, NJ, PA, TN, TX, VA, WI	05/15/2019	05/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Architects & Engineers Professional Liability			B0509FINPA1800143	09/15/2018	09/15/2019	Each Claim/General Agg \$ 1,000,000 Retention \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #: SM602.W6Y; SIOUX CITY LARSEN PARK RIVERFRONT; COMPLETION DATE: DECEMBER 31, 2017.
CITY OF SIOUX CITY, IOWA IS/ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL AND AUTO LIABILITIES.

CERTIFICATE HOLDER CITY OF SIOUX CITY, IOWA 405 6TH STREET 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 of Marsh USA Inc. John C Hurley
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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: September 16, 2019

ACTION ITEM # 20&21

FROM: Chris Myres, Economic Development

Resolution Authorizing and Approving an Intercreditor and Subordination Agreement with American National Bank, Motor Mart, LLC and Motor Mart Landowner, LLC (520 Nebraska Street)

SUBJECT:

Resolution Authorizing and Approving a Subordination, Nondisturbance and Attornment Agreement with Motor Mart, LLC, Motor Mart Landowner, LLC, and MPC FED Motor Mart PCFC, LLC (520 Nebraska Street).

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

Staff respectfully requests Council approval of the above resolutions.

DISCUSSION:

In December 2017 and July 2019 Council entered into several agreements with real estate holding companies and related entities affiliated with J Development of Omaha Nebraska regarding the redevelopment of the Commerce Building located at 520 Nebraska Street. Construction on the project is underway with an anticipated completion date in late 2020.

Among the agreements approved by Council related to this project are an Intercreditor and Subordination Agreement and a Subordination, Nondisturbance, and Attornment Agreement. Both of these documents are related to the sale of J Development's Federal Historic Tax Credits to an investor who will monetize the credits, providing a large portion of the financing for the project. Throughout the process of closing on this tax credit transaction, several entities involved have changed their legal names or organizational structure to satisfy IRS guidelines regarding the tax credits. These changes have required a number of the agreements previously approved by Council to be amended or otherwise modified. The action requested of Council on today's agenda is to approve a new Intercreditor and Subordination Agreement and a new Subordination, Nondisturbance, and Attornment Agreement which contain all of the current language regarding the entities involved in the tax credit transaction.

FINANCIAL IMPACT:

This action does not change the previous financial commitments for the projects.

RELATIONSHIP TO STRATEGIC PLAN:

To expand development opportunities, develop the resources to support economic growth, and develop new business sites.

ALTERNATIVES:

None recommended.

ATTACHMENTS:

Resolutions

Intercreditor and Subordination Agreement (**hard copy**)

Subordination, Nondisturbance, and Attornment Agreement (**hard copy**)

RESOLUTION NO. 2019-_____
with attachments

RESOLUTION AUTHORIZING AND APPROVING AN INTERCREDITOR AND SUBORDINATION AGREEMENT WITH AMERICAN NATIONAL BANK, MOTOR MART, LLC AND MOTOR MART LANDOWNER, LLC (520 NEBRASKA STREET).

WHEREAS, pursuant to Resolution No. 2017-1156, passed and approved by the City Council on December 18, 2017, the City of Sioux City, 413 Pierce Street, LLC, Motor Mart, LLC, and Historic Hospital, LLC entered into a Development Agreement, which Development Agreement was recorded in the office of the Woodbury County Recorder/Auditor on December 20, 2017 at Roll 756, Images 5493-5642 and on January 5, 2018 at Roll 756, Image 8083-8231 and subsequently amended on February 5, 2018, pursuant to Resolution 2018-0091, and recorded at the office of the Woodbury County Recorder/Auditor on February 20, 2018 at Roll 757, Image 3689-3698; November 5, 2018, pursuant to Resolution 2018-0894, and recorded at the office of the Woodbury County Recorder/Auditor on January 18, 2019 at Roll 762, Image 9262-9273; and June 10, 2019, pursuant to Resolution No. 2019-0470, and recorded at the office of the Woodbury County Recorder/Auditor on June 13, 2019 at Roll 764, Image 10389-10398; and

WHEREAS, said Development Agreement authorized and approved an economic development loan to the Developer to assist with the redevelopment of the property located at 520 Nebraska Street; and

WHEREAS, in order to facilitate the sale of various tax credits which have been awarded to Motor Mart, LLC, an Intercreditor and Subordination Agreement needs to be authorized and approved by the City and other lenders to the Project to provide adequate security for the purchaser of said tax credits; and

WHEREAS, the City Council is advised and does believe that it is in the best interest of the City to approve said Intercreditor and Subordination Agreement with American National Bank, Motor Mart, LLC and Motor Mart Landowner, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY IOWA, that the Intercreditor and Subordination Agreement between the City of Sioux City, American National Bank, Motor Mart, LLC and Motor Mart Landowner, LLC, attached hereto and by this reference made a part thereof, be and the same is hereby approved as to form and content.

BE IT FURTHER RESOLVED, that the Mayor be and he is hereby authorized and directed to execute said Intercreditor and Subordination Agreement with American National Bank, Motor Mart, LLC and Motor Mart Landowner, LLC for and on behalf of the City of Sioux City.

PASSED AND APPROVED: September 16, 2019

Robert E. Scott, Mayor

ATTEST: _____
Lisa L. McCardle, City Clerk

RESOLUTION NO. 2019-_____
with attachments

RESOLUTION AUTHORIZING AND APPROVING A SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT WITH MOTOR MART, LLC, MOTOR MART LANDOWNER, LLC AND MPC FED MOTOR MART PCFC, LLC (520 NEBRASKA STREET).

WHEREAS, pursuant to Resolution No. 2017-1156, passed and approved by the City Council on December 18, 2017, the City of Sioux City, 413 Pierce Street, LLC, Motor Mart, LLC, and Historic Hospital, LLC entered into a Development Agreement, which Development Agreement was recorded in the office of the Woodbury County Recorder/Auditor on December 20, 2017 at Roll 756, Images 5493-5642 and on January 5, 2018 at Roll 756, Image 8083-8231 and subsequently amended on February 5, 2018, pursuant to Resolution 2018-0091, and recorded at the office of the Woodbury County Recorder/Auditor on February 20, 2018 at Roll 757, Image 3689-3698; November 5, 2018, pursuant to Resolution 2018-0894, and recorded at the office of the Woodbury County Recorder/Auditor on January 18, 2019 at Roll 762, Image 9262-9273; and June 10, 2019, pursuant to Resolution No. 2019-0470, and recorded at the office of the Woodbury County Recorder/Auditor on June 13, 2019 at Roll 764, Image 10389-10398; and

WHEREAS, said Development Agreement authorized and approved an economic development loan to the Developer to assist with the redevelopment of the property located at 520 Nebraska Street; and

WHEREAS, in order to facilitate the sale of various tax credits which have been awarded to Motor Mart, LLC, and proposed to be purchased by MPC FED Motor Mart PCFC, LLC, a Subordination, Nondisturbance and Attorment Agreement needs to be authorized and approved by the City and other lenders to the Project to provide adequate security for the purchaser of said tax credits; and

WHEREAS, the City Council is advised and does believe that it is in the best interest of the City to approve said Subordination, Nondisturbance and Attorment Agreement with Motor Mart, LLC, Motor Mart, Landowner, LLC and MPC FED Motor Mart PCFC, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY IOWA, that the Subordination, Nondisturbance and Attorment Agreement between the City of Sioux City, Motor Mart, LLC, Motor Mart Landowner, LLC and MPC FED Motor Mart PCFC, LLC, attached hereto and by this reference made a part thereof, be and the same is hereby approved as to form and content.

BE IT FURTHER RESOLVED, that the Mayor be and he is hereby authorized and directed to execute said Subordination, Nondisturbance and Attorment Agreement with Motor Mart, LLC, Motor Mart Landowner, LLC and MPC FED Motor Mart PCFC, LLC for and on behalf of the City of Sioux City.

PASSED AND APPROVED: September 16, 2019

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: September 16, 2019 **ACTION ITEM #** 22

FROM: Jessica Johnson, City Manager's Office
Tim Savona, GM Tyson Events Center/Orpheum- Spectra Venue Management

SUBJECT: Spectra Venue Management/ Tyson Events Center-Orpheum Theatre Council Update Presentation

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

Staff respectfully requests Council to view a brief presentation from Spectra Venue Management on FY19 and the forecast for FY20.

DISCUSSION:

Tim Savona, General Manager of the Tyson Events Center and Orpheum Theatre, will present a FY19 wrap-up to Council and provide updates regarding the facilities, bookings and forecast for FY20.

FINANCIAL IMPACT:

No financial impact.

RELATIONSHIP TO STRATEGIC PLAN:

Focus Areas – Grow Sioux City and Promote Sioux City.

ALTERNATIVES:

N/A

ATTACHMENTS:

None