



## 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](http://www.sioux-city.org).

You are hereby notified a meeting of the City Council of the City of Sioux City, Iowa, will be held January 9, 2017, 4:00 p.m., local time, in the City Council Chambers, 5th Floor, City Hall, 405 6th Street, Sioux City, Iowa, for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Council.

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

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

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1. Call of the roll - Silent prayer and Pledge of Allegiance to the Flag - Proclamations
2. Interviews for City Council appointed Boards, Commissions and Committees:
  - A. Museum Board of Trustees - Gregory Giles
  - B. Parking and Skywalk System Board of Trustees - Alexia Boggs

### **CONSENT AGENDA**

**Items 3 through 14D 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 December 15 and 19 (Closed and Regular), 2016.
4. MUNICIPAL CODE - Resolution adopting the 2016 Fourth Quarter Supplement to the Sioux City Municipal Code covering ordinances through Ordinance No. 2016-1025.
5. SIOUXLAND COMMUNITY FOUNDATION - Resolution supporting the submission by the Sioux City Housing Trust Fund, Inc. of a Fund for Siouxland application to the Siouxland Community Foundation.
6. CITY ATTORNEY - Resolution approving an amendment to the Employment Agreement and fixing the salary of the City Attorney.

7. CENTRAL MART - Resolution withdrawing the civil penalty of \$1,500 and thirty day suspension against Central Mart I, LLC d.b.a. Central Mart, 2501 Floyd Boulevard, Sioux City, Iowa, for violation of the Iowa Beer/Wine and Liquor Laws pursuant to Iowa Code Section 123.50(5).
8. LEEDS SPLASH PAD - Resolution adopting plans, specifications, form of contract, and estimated cost for the proposed construction of the Leeds Park Splash Pad Project. (3810 41st Street)
9. **ACTIONS RELATING TO AGREEMENTS AND CONTRACTS**

- A. L & L BUILDERS - Resolution awarding a contract to L & L Builders, Co. of Sioux City, Iowa, in the amount of \$133,764.50 for the Riverside Pool Improvements Project. (1301 Riverside Boulevard)
- B. BX CIVIL & CONSTRUCTION - Resolution approving the contract and performance bond with BX Civil & Construction, Inc. in the amount of \$995,896.25 for the 46th Street Drainage and Paving Improvements Project. (Project No. 6569-719-133)
- C. STEVE HARRIS CONSTRUCTION - Resolution approving the contract and performance bond with Steve Harris Construction Inc. in the amount of \$1,141,117.11 for the South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project. (Project No. 6841-719-207)

10. **ACTIONS AUTHORIZING THE ISSUANCE OF CHECKS**

- A. NELSON CONSTRUCTION - Resolution accepting the work and authorizing final payment to K & S LLC d.b.a. Nelson Construction and Development for the Wilbur Aalfs Skylight Replacement Project. (529 Pierce Street)
- B. WINKLER ROOFING - Resolution accepting the work and authorizing final payment to Winkler Roofing, Inc. for the 2016 Re-Roof Project: Graceland Mausoleum, Facilities Maintenance Facility, East/West Pedestrian Skywalk from 707 4th Street to 801 4th Street and North/South Pedestrian Skywalk from 700 4th Street to 707 4th Street in Sioux City, Iowa.
- C. MARK ALBENESIUS INC. - Resolution accepting the work and authorizing final payment to Mark Albenesius Inc. for the North Lewis Boulevard Water Main 1st Street to 31st Street - Phase 2 (20th Street to 11th Street) Project. (Project No. 6782B-519-237)
- D. UTILITY SERVICE COMPANY - Resolution approving Change Order No. 2, accepting the work and authorizing final payment to Utility Service Company Inc. of Perry, Georgia, for the Morningside Water Storage Tank Interior and Exterior Painting Project.
- E. SUBSURFCO - Resolution approving Change Order Nos. 2 and 3, accepting the work, and authorizing final payment to SuBSurfco, LLC for the 2016 Sidewalk Program. (Project No. 6870-759-005)
- F. TORT CLAIM - Resolution approving settlement of a tort claim and authorizing payment. (Townhouse Pizza and Lounge)

**11. ACTIONS RELATING TO PROPERTY**

- A. STONE AVENUE - Resolution proposing to sublease a portion of space on the existing public safety communications tower located at 4647 Stone Avenue to Senet, Inc. for installation, operation and maintenance of a communication system and authorizing and directing publication of notice to sublease such real estate.
- B. SUMMIT STREET - Resolution authorizing the Release of a Mortgage with Mary M. Vuncannon for 1423 Summit Street under the Community Development Block Grant Rental Rehabilitation Program.
- C. BRIDGEPORT WEST - Resolution approving and accepting an Amendment to the Offer of Sale of Land from Robert L. and Michelle Lessard for property to be used in connection with the development of the Bridgeport West Industrial Park. (Property commonly known as 2225 Boulevard of Champions; 2301 Boulevard of Champions and 4805 Patton Street)
- D. BRIDGEPORT WEST - Resolution approving and accepting a Warranty Deed from Robert L. and Michelle Lessard for property to be used in connection with the development of the Bridgeport West Industrial Park and authorizing payment. (Property commonly known as 2225 Boulevard of Champions; 2301 Boulevard of Champions and 4805 Patton Street)

**12. MOTIONS MAKING APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**

- A. ART CENTER - Motion reappointing Terri McGaffin to the Art Center Board of Trustees for a three year term expiring December 31, 2019.
- B. ART CENTER - Motion reappointing Michael McTaggart to the Art Center Board of Trustees for a three year term expiring December 31, 2019.
- C. BUILDING AND HOUSING - Motion reappointing Willie Delfs to the Building and Housing Code Board for a three year term expiring December 31, 2019.
- D. BUILDING AND HOUSING - Motion reappointing Dennis Dufault to the Building and Housing Code Board for a three year term expiring December 31, 2019.
- E. BUILDING AND HOUSING - Motion reappointing Ron Speckmann to the Building and Housing Code Board for a three year term expiring December 31, 2019.
- F. PARKS AND REC - Motion reappointing Fran Palmersheim to the Parks and Recreation Advisory Board for a three year term expiring December 31, 2019.

**13. APPLICATIONS FOR BEER AND LIQUOR LICENSES**

- A. CLASS "B" BEER PERMIT
  - 1. Natalias Bakery, 2025 Court Street (New)
- B. CLASS "C" BEER PERMIT
  - 1. Walgreens, 1900 Hamilton Boulevard (Renewal)

- C. CLASS "C" LIQUOR LICENSE
  - 1. Chipotle Mexican Grill, 5001 Sergeant Road Suite 240 (Renewal)
  - 2. Tanner's Bar & Grill, 1742 Hamilton Boulevard (New)
  - 3. Trattoria Fresco, 707 4th Street (Renewal)
- D. CLASS "E" LIQUOR LICENSE
  - 1. Walgreens, 1900 Hamilton Boulevard (Renewal)
- E. SPECIAL CLASS "C" LIQUOR LICENSE
  - 1. BTL ENT., 2801 Floyd Boulevard (Renewal)
- F. CLASS "B" WINE PERMIT
  - 1. Walgreens, 1900 Hamilton Boulevard (Renewal)
  - 2. Trattoria Fresco, 707 4th Street (Renewal)
- G. CLASS "C" NATIVE WINE PERMIT
  - 1. Wine and Other Old Things, 516 5th Street (Permanent Transfer)

14. RECEIPT OF BOARD, COMMISSION AND COMMITTEE MINUTES:

- A. Library Board of Trustees - December 21, 2016
- B. Parking and Skywalk System Board of Trustees - December 21, 2016
- C. Parks and Recreation Advisory Board - December 7, 2016
- D. Planning and Zoning Commission - December 13, 2016

*- End of Consent Agenda -*

**RECOMMENDATIONS OF PLANNING AND ZONING**

- 15. Hearing and Ordinance rezoning 316 Perry Street, 353 Wesley Way, 310 Perry Street and 312 Perry Street from Zone Classification GC (General Commercial) and Zone Classification BP (Business Park) to Zone Classification MU (Mixed Use). (Petitioner: Clint Stencil Construction) The Planning and Zoning Commission recommends approval of this item. (File No. 2016-0082)
- 16. Hearing and Ordinance vacating several parcels of rights-of-way in the block bounded by Perry Street, West 4th Street, West 3rd Street and Kansas Street and adjacent to 316 Perry Street; 353 Wesley Way; 310 Perry Street and 312 Perry Street. (Petitioner: Clint Stencil Construction and the City of Sioux City) The Planning and Zoning Commission recommends approval of this item. (File No. 2016-0086)

**HEARINGS**

- 17. Hearing and Resolution assessing a civil penalty of \$300 against Central Mart I, LLC d.b.a. Central Mart, 800 Hamilton Boulevard, Sioux City, Iowa, for violation of the Iowa Cigarette Laws.
- 18. Hearing and Resolution assessing a civil penalty of \$300 against Casey's Marketing Company d.b.a. Casey's General Store #2608, 1132 Lewis Boulevard, Sioux City, Iowa, for violation of the Iowa Cigarette Laws.
- 19. Hearing and Resolution accepting the proposal of the Anita L. Small Revocable Trust for the purchase of certain land in the Teton Urban Renewal Area and authorizing sale of said property. (Vacated portion of Indian Hills Drive commonly known as 2200 Indian Hills Drive)

## **DISCUSSION**

20. Hearing and Resolution accepting the proposal of HCI Real Estate Company for the purchase of certain land in the Combined Central Sioux City - CBD Urban Renewal Area, and authorizing Development Agreements and Minimum Assessment Agreements. (Vacated portion of 1st Street adjacent to 100 Virginia Street and 101 Virginia Street) **(Deferred from December 19, 2016) (Motion requested to defer this item to January 23, 2017)**
21. Resolution authorizing and approving a Development Agreement and Minimum Assessment agreement with HCI Real Estate Company. (103 Virginia Street) **(Deferred from December 19, 2016) (Motion requested to defer this item to January 23, 2017)**
22. Resolution approving Work Order No. 1 to the Master Agreement with Bartlett & West of West Des Moines, Iowa in an amount not to exceed \$605,000 for final design, bidding assistance, permitting assistance, and facility planning modifications for the Asset Renewal Phase I Project in connection with the SCWWTF Resource Recovery and Beneficial Refuse Project.
23. Resolution approving Work Order No. 2 to the Master Agreement with Bartlett & West of West Des Moines, Iowa in an amount not to exceed \$1,290,000 for preliminary design, easement acquisition assistance, final design, permitting assistance, bidding assistance, construction administration, and construction observation services for the Renewable Fuels Phase I Project in connection with the SCWWTF Resource Recovery and Beneficial Refuse Project.

24. CITIZEN CONCERNS

25. COUNCIL CONCERNS

26. ADJOURNMENT

*City Council agendas are also available at [www.sioux-city.org](http://www.sioux-city.org).*

*The City of Sioux City does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need auxiliary aids for effective communication in programs and services of the City of Sioux City are invited to make their needs and preferences known to the ADA Compliance Officer, City Hall, 405 6th Street, Room 204, (712) 279-6259. This notice is provided as required by Title II of the Americans with Disabilities Act of 1990.*

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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:** January 9, 2017

**ACTION ITEM #** 2

**FROM:** Lisa L. McCardle, City Clerk

**SUBJECT:** Interviews for City Council appointed Boards, Commissions and Committees:  
**Museum Board of Trustees - Gregory Giles**  
**Parking and Skywalk System Board of Trustees - Alexcia Boggs**

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <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 Council interview the above applicants for the applicable Board, Commission or Committee.

**DISCUSSION:**

**Gregory Giles** is applying for a position on the **Museum Board of Trustees**; there is currently 2 vacant positions on the Board. Mr. Giles has not previously served on any City Council Appointed Boards, Commissions or Committees.

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

| <b>Museum Board of Trustees</b> |                   |                             |                             |                    |
|---------------------------------|-------------------|-----------------------------|-----------------------------|--------------------|
| <b>2 Vacancies:</b>             | <b>NAME</b>       | <b>Vacancy Information</b>  |                             | <b>EXPIRES</b>     |
|                                 | Rick Mullin       | Upcoming Expiration         |                             | 12/31/16           |
|                                 | Katie Colling     | Upcoming Expiration         |                             | 12/31/16           |
| <b>7 Members:</b>               |                   |                             |                             |                    |
|                                 | <b>NAME</b>       | <b>TERM (3 Year)</b>        | <b>APPOINTMENT</b>          | <b>EXPIRES</b>     |
|                                 | Rick Mullin       | 2nd                         | 12/23/13                    | 12/31/16           |
|                                 | Katie Colling     | 1st                         | 12/23/13                    | 12/31/16           |
|                                 | Wendy Lego        | 1st                         | 07/14/14                    | 12/31/17           |
|                                 | Michele Boykin    | 1st                         | 01/12/15                    | 12/31/17           |
|                                 | Priscilla Forsyth | 1st                         | 03/23/15                    | 12/31/17           |
|                                 | Ben Nesselhuf     | Partial/1st                 | 09/21/15                    | 12/31/18           |
|                                 | Janet Flanagan    | 2nd                         | 01/25/16                    | 12/31/18           |
| <b>2 Applications:</b>          |                   |                             |                             |                    |
|                                 | <b>NAME</b>       | <b>Application Received</b> | <b>Interview date/Notes</b> | <b>App Expires</b> |
|                                 | Katie Colling     | 12/08/16                    | 12/19/16                    | 06/08/18           |
|                                 | Gregory Giles     | 01/03/17                    | 01/09/17                    | 07/03/18           |

**Alexcia Boggs** is reapplying for a position on the **Parking and Skywalk System Board of Trustees**; there is currently 1 vacant positions on the Board. Ms. Boggs has previously served the following terms on the Parking and Skywalk System Board of Trustees:

Partial Term - 05/12/14 - 12/31/16

Below is a portion of the Vacancy Report pertinent to the Parking and Skywalk System Board of Trustees:

| <b>Parking and Skywalk System Board of Trustees</b> |                           |                             |                             |                    |
|---|---------------------------|-----------------------------|-----------------------------|--------------------|
| <b>1 Vacancies:</b>                                 | <b>NAME</b>               | <b>Vacancy Information</b>  |                             | <b>EXPIRES</b>     |
|   | Alexcia Boggs (Prop)      | Upcoming Expiration         |                             | 12/31/16           |
| <b>7 Members:</b>                                   |                           |                             |                             |                    |
|   | <b>NAME</b>               | <b>TERM (3 Year)</b>        | <b>APPOINTMENT</b>          | <b>EXPIRES</b>     |
|   | Monette Harbeck (City)    | City                        |                             |                    |
|   | Alexcia Boggs (Prop)      | Partial                     | 05/12/14                    | 12/31/16           |
|   | Matt Robins (Prop)        | Partial                     | 03/28/16                    | 12/31/17           |
|   | Mark Reinders (Prop)      | 2nd                         | 02/02/15                    | 12/31/17           |
|   | Ragen Cote (Dwtn Pt)      | 2nd                         | 01/11/16                    | 12/31/18           |
|   | Tim Matasovsky (Prop)     | 1st                         | 01/11/16                    | 12/31/18           |
|   | Tiffany Parsons (Parking) | Partial/1st                 | 05/09/16                    | 12/31/19           |
| <b>1 Applications:</b>                              |                           |                             |                             |                    |
|   | <b>NAME</b>               | <b>Application Received</b> | <b>Interview date/Notes</b> | <b>App Expires</b> |
|   | Alexcia Boggs             | 01/04/17                    | 01/09/17                    | 07/04/18           |

#### **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.

#### **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:**

Applications



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

Date 12/31/2016

**BOARD, COMMISSION or COMMITTEE:** MUSEUM 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             | <u>Gregory G. Giles</u>     | Phone Residence       | <u>(323)363-0374</u> |
| Home Address     | <u>33676 S. Ridge Rd.</u>   | <u>Sioux City, IA</u> | <u>51108</u>         |
| E-Mail Address   | <u>gqubed@sbcglobal.net</u> | Street                | City/State           |
| Employer         | <u>self-employed</u>        | Phone Business        | <u>(323)363-0374</u> |
| Business Address | <u>—same as above—</u>      |                       |                      |
|                  | 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? born & raised

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.)

Currently, I am the Secretary of the Board of Directors, of the Sioux City Community Theatre; I serve on the Board of Directors of the Sioux City International Film Festival; I serve on the Board of Directors of the Siouxland Estate Planning Council; I serve on the Board of Directors for Friends of Siouxland Public Media, 90.3 fm KWIT/KOJI; I am a member of the District Advisory Committee of Sioux City Community Schools.

In the past, I have served as Secretary/Treasurer for my performers' union, the Screen Actors Guild/American Federation of TV & Radio Artists, at its Twin Cities local.

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

As noted, above, I serve on the District Advisory Committee of Siouxland Community Schools.

**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 am a licensed attorney (inactive status) in Iowa & South Dakota; I have my Series 7 & Series 66 securities licenses, & am licensed to sell insurance (life, health, property, casualty—in Iowa).

**INTEREST** - State why you would like to volunteer to serve and what contributions you believe you can make:

My grandmother, Marguerite Seff, my parents, Jeff & Nancy Giles, & my brother, Bill Giles, all served, at various times, on the Board of Directors at the Sioux City Public Museum. My late mother was among those who spearheaded the efforts for the Museum to get a new home, circa-1960 (?), in the Peirce Mansion, & thereby saving the home from the wrecking ball, at the same time, when she was a young member of the Junior League. I have a longstanding fondness for all things museum-related, & spent many a happy hour there as a child, taking classes during the summer, & frequently visiting the facility, as it was just two blocks from my grandparents' home. Now that the Museum has relocated to its much-larger confines of the old JCPenney building, I would be delighted to promote the civic cause of our fine museum, in any/all efforts in which it needs help. I'm a hometown booster, & for some time it has been my hope to carry on the tradition of my forebears, serving on the Museum Board.

**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:

Wendy Lego

Name: \_\_\_\_\_

1213 46th St.

Address: \_\_\_\_\_

Sioux City, IA 51104

712-258-1119

Phone: \_\_\_\_\_

Rick Mullin

Name: \_\_\_\_\_

3715 Cheyenne Blvd.

Address: \_\_\_\_\_

Sioux City, IA 51104

712-574-9325

Phone: \_\_\_\_\_

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.*

Gregory G. Giles

/s/ \_\_\_\_\_

Signature

12/31/16

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](mailto:CityBoardsandCommissions@sioux-city.org). Thank you!**



**City of Sioux City**  
**MUSEUM BOARD OF TRUSTEES**  
(Administrative Board)

**MISSION STATEMENT**

The Sioux City Public Museum collects preserves and interprets cultural and social history with an emphasis on Sioux City and the region.

**MEMBER ROLE**

Museum Trustees have a responsibility to provide oversight for the daily operations of the Sioux City Public Museum with a high priority being placed on budget oversight and advising on policy decisions. Trustees are also expected to become involved with special events and programs on a volunteer basis and to be strong advocates for the museum in their interactions with the general public.

**Nominee's Questionnaire**

**1. Describe your use of the Sioux City Public Museum facilities and programs offered.**

Since my childhood, I've been a frequent user of the Museum & its appurtenant facilities (incl. the Sgt. Chas. Floyd, & the Peirce Mansion). In my youth, I often took classes there during the summer, & when the Museum was still at 29th & Jackson, I would visit it at least weekly, as my grandparents lived but two blocks away.

**2. Describe your interest in history and historical artifacts and how would you utilize your interest and skills in a position on the Museum Board of Trustees.**

As I've alluded, above, my grandmother, my parents, & my brother have all previously served on the Museum's Board, & it would be my great honor/privilege to follow in their footsteps to serve in a similar capacity. I'm a history buff, & double-majored at Brown, in American Civilization & Anthropology. I very nearly became a professional anthropologist, but the family tradition of law beckoned, so I became a lawyer, instead. Nonetheless, I maintain a keen interest in all things historical (my other college major, American Civilization, is a multi-disciplinary concentration, combining American history & literature). In addition to my bachelor's degree & my law degree, I also have a master's degree in theatre, & my faculty advisors in that pursuit encouraged me to continue my scholarly work in that endeavor, but I chose to pursue a professional acting career, instead.

**3. How important is it that our community offers a historical museum to its citizens?**

Any city that has no museums is no metropolitan area where I would want to visit, let alone live. Having such a gem, as our fine museum is, is a tribute to the foresight of our predecessors, who recognized that to vitally engage the community in all aspects of civic life, there simply must be cultural assets, such as the Museum, the Art Center, the Lewis & Clark Interpretive Center, etc. Truly, we are blessed to have such a fine museum.

**4. The Museum Board of Trustees is an Administrative Board with significant oversight responsibilities including monitoring the budget and policy decisions; what do you feel your role will be if appointed?**

My presumption is that I will be one, among many members of the Board, to act as a sounding board for ideas from Steve Hansen, to be an interlocutor for the goings-on between the City Council & the Museum staff, & to be a conduit of information & insights, for my fellow community members, who mightn't have that much experience exploring the Museum, or who may have some requests to make to the Trustees.

**5. Are you able to commit time to the monthly board meeting held on the 2nd Friday at 12:00 p.m.? (Please provide detail)**

Yes, I will gladly serve, & will always make time in my schedule to attend all of the monthly meetings.

*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.*

/s/ **Gregory G. Giles**

Signature

**12/31/16**

\_\_\_\_\_  
**Date**



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

Date 1/3/17

**BOARD, COMMISSION or COMMITTEE:** PARKING AND SKYWALK SYSTEM BOARD OF TRUSTEES

**GENDER BALANCE** - Effective January 1, 2012, 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 Civil Service Commission, Human Rights Commission, Library Board of Trustees, and Planning and Zoning Commission.

**GENERAL INFORMATION**

|                  |                                       |                   |                   |
|------------------|---------------------------------------|-------------------|-------------------|
| Name             | <u>Alexcia Boggs</u>                  | Phone Residence   | <u>7122531831</u> |
| Home Address     | <u>2154 Buchanan Ave</u>              | Sergeant Bluff/IA | <u>51054</u>      |
|                  | Street                                | City/State        | Zip               |
| E-Mail Address   | <u>aboggs@hochunkinc.com</u>          |                   |                   |
| Employer         | <u>Ho-Chunk, Inc.</u>                 | Phone Business    | <u>4028781901</u> |
| Business Address | <u>600 4th St Sioux City/IA 51101</u> | 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? Sergeant Blugg  
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: Parking and Skywalk

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:

Seeking re-appointment

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.)

Current board member of Parking and Skywalk Board  
Siouxland Boys & Girls Club Board of Director  
Sioux City GO!  
Downtown Partners Sub-Committees  
Young Professionals Council of Omaha-former  
Sarpy County Democrats-Former  
Omaha City/County Merger Committee-former  
Norther Ponca Housing Authority-former

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

State of Nebraska Governor's Advisory Board: NCIA (former)  
First Ponca Financial Board of Directors (former)

**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:

Masters in Public Administration.

I have spent my entire career being a public management servant.

**INTEREST** - State why you would like to volunteer to serve and what contributions you believe you can make:

Would like to seek re-appointment to the board.

**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:

None.

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

Name: Lance Morgan

Address: 1 Mission Dr

Winnebago, NE

Phone: 712.259.5835

Name: Ragen Cote

Address: 418 pierce street

Sioux City, IA

Phone: 712.252.0014

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

**Alexcia Boggs**

Digitally signed by Alexcia Boggs  
Date: 2017.01.03 13:31:09 -06'00'

Signature

Date 1/3/17

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](mailto:CityBoardsandCommissions@sioux-city.org). Thank you!



City of Sioux City  
**PARKING AND SKYWALK SYSTEM**  
**BOARD OF TRUSTEES**  
(Advisory Board)

**MISSION STATEMENT**

The mission of the Parking and Skywalk System Board of Trustees is to administer the operation, maintenance, and repair of the skywalk system and serve as an advisory board for parking matters in the City of Sioux City Central Business District.

**MEMBER ROLE**

Members of the Parking and Skywalk Board of Trustees establish rules, regulations, and minimum standards for the skywalk system; establish standards for signage and advertising in the skywalk system; and control the revenue allocated for the system. The board also advises the City Council on parking issues such as standards for the operation, supervision, and maintenance of the parking ramps, lots, and metered spaces; rates and fees; repairs and/or construction of parking facilities; and marketing strategy for the promotion and sales of downtown parking services.

**Nominee's Questionnaire**

1. Do you have an interest in the downtown skywalk system or downtown parking?

Yes, I manage the development of all of Ho-Chunk, Inc. Real Estate's projects downtown.

2. Describe your use of the downtown skywalk system and downtown parking?

I park there everyday and walk the skywalk for business and exercise.

3. Do you have specific ideas for future development or improvements for the downtown skywalk system and downtown parking?

Yes, lots!

4. The Parking and Skywalk System Board of Trustees is advisory in nature. What do you see as your role if appointed?

Advisory the City of how to keep the skywalk/parking safe, clean and a route for destinations.

5. Are you able to commit time to the monthly board meeting held every 3rd Wednesday at 9:00 a.m.? (Please provide detail)

Yes.

Alexcia Boggs

Digitally signed by Alexcia Boggs  
Date: 2017.01.03 13:31:26 -06'00'

Signature

1/3/17

Date

## CITY OF SIOUX CITY LEGISLATIVE DAY

A Study Session of the City Council was held at 9:00 a.m. to meet with Legislators to discuss Infrastructure, Economic Development Initiatives, Public Safety, and other items pertinent to the City. The following Council Members were present on call of the roll: Capron, Groetken, Moore, Radig and Scott. Absent: None.

Staff members present included: Robert Padmore, City Manager; Nicole DuBois, City Attorney; Mike Collett, Assistant City Manager; Lisa McCardle, City Clerk; Police Chief Doug Young; Fire Chief Tom Everett; Donna Forker, Finance Director; Matt Salvatore, Parks and Recreation Director; Jeff Hanson, Community Development Operations Manager; Marty Dougherty, Economic and Community Development Director; Dave Carney, Public Works Director; Erika Newton, Events Facilities Executive Director; Janelle Bertrand, Human Recourses Director; Jill Wanderscheid, Neighborhood Services Manager; Anne Westra, Economic Development Specialist; and Sandy Blevins, Administrative Assistant.

Legislators present included: Timothy Kacena and James Carlin, Iowa House of Representatives; and Iowa Senators Rick Bertrand and Bill Anderson.

Also in attendance: Sam Wagner, Director of Business Retention, Siouxland Chamber of Commerce; and various members of the media.

Mayor Scott provided a welcome, thanked everyone for attending and lead introductions.

Padmore and Forker spoke on Property Tax Reform requesting legislative support for an extension of the standard appropriation of one hundred percent back fill for commercial and industrial property.

Capron and Dougherty provided information on Targeted Jobs Program expressing the City's appreciation for the support received in the past and asking for continued support for the program in 2018.

Moore and Dougherty spoke on Tax Increment Financing (TIF) requesting continued legislative support for tax increment financing, a critical tool for Iowa's cities to help attract new jobs and investment in Iowa.

Groetken and Dougherty provided information on Enhancing Iowa's Overall Competitiveness and Economic Growth requesting continued support for fully funding IEDA business assistance appropriations and periodic review of various tax programs and business regulations to keep Iowa competitive and reduce impediments to business growth.

Groetken and DuBois provided information on Proposals to Change Chapter 411 requesting legislative support to allow Cities to seek indemnification and subrogation against a third party.

Scott and DuBois spoke on Home Rule requesting support to allow municipalities to continue to operate Automated Traffic Enforcement Programs as currently allowed.

Groetken and Bertrand (Janelle) spoke on preserving and streamlining Chapter 400, Civil Service Process, requesting legislative support to amend Chapter 400 by streamlining the process to gain more efficiency and allow municipalities flexibility in filling vacant positions.

Radig and Wanderscheid provided information on the State Historic Preservation Office (SHPO) Project Review Process requesting support with regard to the streamlining of the SHPO historic review process to lessen the amount of staff time required and reduce mailing costs.

Radig and Hanson provided information on I-29 Project Costs, the City requests assistance in identifying funding opportunities to help communities impacted by large State roadway projects and support for infrastructure programing that assist with the economic hardships associated with large projects.

The Legislators provided final comments and closing statements. The Council expressed the City's appreciation to the Legislators for their participation and support.

**ADJOURNMENT**

**There being no further business, the meeting was adjourned at 10:16 a.m., on motion by Scott, seconded by Capron; all voting aye.**

ATTEST: \_\_\_\_\_

Lisa L. McCardle, City Clerk

Robert E. Scott, Mayor

*City Council minutes are available on the Internet at [www.sioux-city.org](http://www.sioux-city.org).*

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A Closed Session of the City Council was held at 2:30 p.m. The following Council Members were present on call of the roll: Capron, Groetken, Moore, Radig and Scott. Absent: None.

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

**Motion by Scott, seconded by Radig, that Council enter closed session to discuss strategy with Counsel in matters where litigation is imminent and its disclosure would be likely to prejudice or disadvantage the position of the City in that litigation; all voting aye.**

**Motion by Scott, seconded by Radig, that Council enter closed session to discuss strategy in matters relating to employment conditions of employees of the City covered by a collective bargaining agreement; all voting aye.**

Capron exited the meeting at 3:54 p.m.

**Motion by Scott, seconded by Radig, that Council return to open session at 3:55 p.m.; all voting aye.**

ADJOURNMENT

**There being no further business, the meeting was adjourned at 3:56 p.m., on motion by Scott, seconded by Radig; all voting aye.**

ATTEST: \_\_\_\_\_

Lisa L. McCardle, City Clerk

\_\_\_\_\_  
Robert E. Scott, Mayor

*City Council minutes are available on the Internet at [www.sioux-city.org](http://www.sioux-city.org).*

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

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

2. The Council interviewed Katie Colling for a position on the Museum Board of Trustees.

Mayor Scott, on behalf of the City Council, read a proclamation commending Keith Radig, wishing him all the best and thanking him for his years of service to the City of Sioux City; Radig accepting.

### **CONSENT AGENDA**

**Motion by Scott, seconded by Radig, to adopt the Consent Agenda; all voting aye. Items 3 through 11G are approved unanimously unless specifically noted after the item.**

3. Reading of the City Council minutes of December 12, 2016.

**Reading of the minutes of December 12, 2016, was waived and as part of the consent agenda the minutes were approved as presented.**

4. WORKFORCE HOUSING - Resolution supporting the submission of an Iowa Economic Development Authority (IEDA) application to the Workforce Housing Tax Credit Program by Midnight, LLC. (316 Perry Street) **2016-1002**
5. I&A CONSTRUCTION - Resolution approving Change Order Nos. 2, 3, and 4, accepting the work, and authorizing final payment to I&A Construction, LLP for the 2016 Annual Paving Patch Project. (Project No. 6812-719-121) **2016-1003**
6. ACTIONS RELATED TO ANNUAL REPORTS
  - A. AIRPORT - Motion accepting and approving the Airport Board of Trustees FY 2016 Annual Report. **2016-1004**
  - B. EFAB - Motion accepting and approving the Events Facilities Advisory Board FY 2016 Annual Report. **2016-1005**
  - C. EAB - Motion accepting and approving the Environmental Advisory Board FY 2016 Annual Report. **2016-1006**
  - D. ART CENTER - Motion accepting and approving the Art Center Board of Trustees FY 2016 Annual Report. **2016-1007**
  - E. HPC - Motion accepting and approving the Historic Preservation Commission FY 2016 Annual Report. **2016-1008**

7. CIVIL PENALTIES AND SUSPENSIONS

- A. LUCIANO'S - Resolution assessing a civil penalty of \$500 against Vintage Wines, LLC d.b.a. Luciano's, 1019-1021 4th Street, Sioux City, Iowa, for violation of the Iowa Beer/Wine and Liquor Laws. **2016-1009**
- B. 4 BROTHERS - Resolution assessing a civil penalty of \$500 against 4Brothers SC, LLC d.b.a. 4 Brothers Grill and Bar, 3322 Singing Hills Boulevard, Sioux City, Iowa, for violation of the Iowa Beer/Wine and Liquor Laws. **2016-1010**
- C. CENTRAL MART - Resolution assessing a \$1,500 civil penalty and suspending for thirty days the liquor permit issued to Central Mart I, LLC d.b.a. Central Mart, 2501 Floyd Boulevard, Sioux City, Iowa, for violation of the Iowa Beer/Wine and Liquor Laws. **2016-1011**
- D. CASEY'S - Resolution fixing a date, time and place for a hearing on a proposed civil penalty of \$300 against Casey's Marketing Company d.b.a. Casey's General Store #2608, 1132 Lewis Boulevard, Sioux City, Iowa, for violation of the Iowa Cigarette Laws. **2016-1012**

8. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. IDOT - Resolution approving Addendum No. 2008-P-191K to Agreement No. 2008-P-191 with the Iowa Department of Transportation for additional design efforts in connection with Segment 2 of the I-29 Reconstruction Project. **2016-1013**
- B. IDOT - Resolution approving and accepting Transit Joint Participation Agreement No. 2016-026-705-17, Accounting Contract No. 18405, with the Iowa Department of Transportation for an Elderly and Persons with Disabilities Project Grant in the amount of \$11,735 for expenses required to support the cost of contracted services. **2016-1014**
- C. IDOT - Resolution approving and accepting Transit Joint Participation Agreement No. 2016-026-705-17, Accounting Contract No. 18782, with the Iowa Department of Transportation for an Elderly and Persons with Disabilities Project Grant in the amount of \$62,900 for expenses required to support the purchase of one (1) 176" van. **2016-1015**
- D. MARK ALBENESIUS, INC. - Resolution awarding and approving a contract to Mark Albenesius, Inc. in the amount of \$119,900 for the Missouri River Boat Club Ramp and Bank Repairs Project. (Project No. 6810-173-018) **2016-1016**

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

- E. RP CONSTRUCTORS - Resolution awarding and approving a contract to RP Constructors, LLC in the amount not to exceed \$237,564 for the 19th Street and Pierce Street Emergency Storm Sewer Repairs Project. (Project No. 6885-549-101) **2016-1017**

Dave Carney, Public Works Director, provided information on the item.

- F. GELITA USA - Resolution approving a Tax Incentive Agreement between the City of Sioux City and Woodbury County. (Gelita USA Project) **2016-1018**

Marty Dougherty, Economic and Community Development Director, provided information on the item.

**9. ACTIONS RELATING TO PROPERTY**

- A. HAWKEYE DRIVE - Resolution authorizing and approving a mutual termination of Minimum Assessment Agreement with Hawkeye Investors, LLC for property located at 2550 Hawkeye Drive. **2016-1019**
- B. 1ST STREET - Resolution inviting proposals for the granting of a Storm Sewer Easement in certain land in the Combined Floyd River Urban Renewal Area, announcing the intent to accept the proposal of L.G. Everist, Inc., fixing the date for receipt of proposals, and for public hearing and providing for notice thereof. (Across a portion of property abutting 2210 1st Street) **2016-1020**

**10. APPLICATIONS FOR BEER AND LIQUOR LICENSES**

- A. CLASS "C" BEER PERMIT
  - 1. Select Mart, 623 14th Street (Renewal)
- B. CLASS "C" LIQUOR LICENSE
  - 1. Minerva's, 1900 Hamilton Boulevard (New)
  - 2. Rey de Oros, 1424 Villa Avenue (Renewal)
- C. CLASS "B" LIQUOR LICENSE
  - 1. Rodeway Inn, 1401 Zenith Drive (New)
- D. CLASS "B" WINE PERMIT
  - 1. Select Mart, 623 14th Street (Renewal)

**11. RECEIPT OF BOARD, COMMISSION AND COMMITTEE MINUTES:**

- A. Airport Board of Trustees - November 10, 2016
- B. Environmental Advisory Board - October 13 and November 10, 2016
- C. Events Facilities Advisory Board - September 23 and October 28, 2016
- D. Historic Preservation Commission - November 1, 2016
- E. Mayor's Youth Commission - October 24, November 7 and 21, 2016
- F. Transit System Advisory Board - November 30, 2016
- G. Woodbury County Information and Communication Commission - November 9, 2016

*- End of Consent Agenda -*

**HEARINGS**

12. Hearing and Resolution assessing a civil penalty of \$300 against Walgreen Company d.b.a. Walgreens #15647, 1900 Hamilton Boulevard, Sioux City, Iowa, for violation of the Iowa Cigarette Laws. **2016-1021**

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

13. Hearing and Resolution accepting the proposal of HCI Real Estate Company for the purchase of certain land in the Combined Central Sioux City - CBD Urban Renewal Area, and authorizing Development Agreements and Minimum Assessment Agreements. (Vacated portion of 1st Street adjacent to 100 Virginia Street and 101 Virginia Street) **(Motion requested to defer this item to January 9, 2017)**

**Motion by Scott, seconded by Radig, to continue the hearing and defer action on the item until January 9, 2017; all voting aye.**

14. Resolution authorizing and approving a Development Agreement and Minimum Assessment agreement with HCI Real Estate Company. (103 Virginia Street) **(Motion requested to defer this item to January 9, 2017)**

**Motion by Scott, seconded by Radig, to defer this item to January 9, 2017; all voting aye.**

15. Hearing and Resolution approving proposal to sell certain real property and authorizing a Development Agreement. (Property located in the 200 block of South Hamilton Boulevard) (Petitioner: Hennings Properties, LLC) (Purchase Price: Mutual Benefits) **2016-1022**

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

16. Hearing and Resolution approving the lease of certain real property located on a portion of the vacated former Isabella Street right-of-way and a portion of the vacated former West Highland Avenue right-of-way and other adjoining land lying on the west side of Hamilton Boulevard between West 1st Street and the Burlington Northern Santa Fe Railroad to Hennings Properties, LLC for the purpose of maintaining an existing parking lot. **2016-1023**

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

## **ORDINANCES**

17. Ordinance repealing Chapter 4.64 entitled "Taxicabs and Other Vehicles for Hire" of the Sioux City Municipal Code and enact in lieu thereof a new chapter to be entitled "Vehicle For Hire Companies". **(First Consideration passed December 12, 2016) 2016-1024**

Caleb Christophersen, Assistant City Attorney, provided information on the item

**The ordinance was considered on motion by Scott, seconded by Radig, to pass second consideration; all voting aye.**

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

## **DISCUSSION**

18. Resolution approving a Service Provider Agreement with R.E. Pedrotti Company, Inc. of Mission, Kansas, in an amount not to exceed \$59,895 for instrumentation, programming, startup and training for the SCADA Phase I Improvements Project for the Sioux City Wastewater Treatment Facility. **2016-1025**

Mark Simms, Utilities Director, provided information on the item.

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

### **19. CITIZEN CONCERNS**

There were no citizen concerns.

### **20. COUNCIL CONCERNS**

Council wished Radig the best of luck as a Woodbury County Supervisor, thanked him for all that he has done, and stated they look forward to working with him in his new capacity.

Capron wished everyone a Merry Christmas and Happy Holidays.

Moore reminded citizens that glass will no longer be accepted in curbside recycling beginning January 1st; and stated that his HomeServe exterior water service line premium increased 11%. DuBois provided information stating the premium increase was built into the original contact. Moore wished everyone Happy Holidays.

Radig thanked staff for their hard work; stated he appreciated serving with all the council members; had a lot of great memories including the Washington DC lobbying trips; appreciated all the support received from citizens and staff; and mentioned that his biggest regret was that he wished he could have done more to save more historic houses. Radig stated he will really miss everyone.

### **21. ADJOURNMENT**

**There being no further business, the meeting was adjourned at 4:31 p.m., on motion by Scott, seconded by Radig; all voting aye.**

ATTEST:

Lisa L. McCardle, City Clerk

Robert E. Scott, Mayor

*City Council minutes are available on the Internet at [www.sioux-city.org](http://www.sioux-city.org).*

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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:** January 9, 2017

**ACTION ITEM #** 4

**FROM:** Nicole DuBois, City Attorney

**SUBJECT:** **Resolution adopting the 2016 Fourth Quarter Supplement to the Sioux City Municipal Code covering ordinances through Ordinance No. 2016-1025.**

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|                     |   |                    |   |  |
|---------------------|---|--------------------|---|--|
| <b>Reviewed By:</b> | <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 the City Council approve a resolution adopting the 2016 Fourth Quarter Supplement to the Sioux City Municipal Code.

**DISCUSSION:**

On Monday's agenda, there will appear a resolution adopting the 2016 Fourth Quarter Supplement to the Municipal Code of Sioux City.

Section 380.8 of the Iowa Code, as amended, provides that all ordinances and amendments which have become effective after the adoption of the City Code may be compiled as supplements to the City Code, and upon adoption of the supplement by resolution, become a part of the City Code of Ordinances.

The City Council is advised the 2016 Fourth Quarter Supplement to the Municipal Code should be approved as to form and content and made a part of the City Code of Sioux City, Iowa.

**FINANCIAL IMPACT:**

N/A

**RELATIONSHIP TO STRATEGIC PLAN:**

Core Operations: Progressive Management: Review and revision of the Municipal Code.

**ALTERNATIVES:**

None since we are following Iowa law pursuant to Section 380.8 of the Iowa Code.

**ATTACHMENTS:**

Resolution

**RESOLUTION 2017 - \_\_\_\_\_**

**RESOLUTION ADOPTING THE 2016 FOURTH QUARTER SUPPLEMENT TO THE SIOUX CITY MUNICIPAL CODE COVERING ORDINANCES THROUGH ORDINANCE NO. 2016-1025.**

WHEREAS, pursuant to Ordinance No. 2016-0268, passed April 4, 2016, the City of Sioux City, Iowa, adopted the Sioux City Municipal Code; and

WHEREAS, Section 380.8 of the Code of Iowa, as amended, provides that all ordinances and amendments which have become effective after the adoption of the City Code may be compiled as supplements to the City Code, and upon adoption of the supplement by resolution, become a part of the City Code of Ordinances; and

WHEREAS, the City of Sioux City has received the 2016 Fourth Quarter supplement covering the ordinances adopted in the months of October, November, and December to the Sioux City Municipal Code, copies of which are now on file in the Clerk's Office, and by this reference made a part hereof, which is a codification of all general and permanent ordinances passed by the City Council of the City of Sioux City, Iowa between the dates of October 1, 2016 through December 31, 2016, covering all ordinances through Ordinance No. 2016-1025; and

WHEREAS, the City Council is advised and does believe the 2016 Fourth Quarter supplement to the Sioux City Municipal Code should be approved as to form and content and made a part of the City Code of Sioux City, Iowa.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the 2016 Fourth Quarter supplement covering the ordinances adopted in the months of October, November, and December, be and the same is hereby approved and adopted and made a part of the Sioux City Municipal Code.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
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:** January 9, 2017

**ACTION ITEM #** 5

**FROM:** Jill M. Wanderscheid, Neighborhood Services Manager

**SUBJECT:** Resolution supporting the submission by the Sioux City Housing Trust Fund, Inc. of a Fund for Siouxland application to the Siouxland Community Foundation.

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|                     |   |  |   |  |
|---------------------|---|--|---|--|
| <b>Reviewed By:</b> | <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 a resolution supporting the submission by the Sioux City Housing Trust Fund, Inc. of a Fund for Siouxland application to the Siouxland Community Foundation.

### **DISCUSSION:**

The Sioux City Housing Trust Fund, Inc. has an opportunity to apply for \$5,000 within the Siouxland Community Foundation Fund for Siouxland grant program. The \$5,000 would be used to complete improvements to four homes owned by elderly and/or disabled residents of Sioux City. These improvements, including items such as ramp construction, bathroom re-configurations, etc. would be completed to ensure that those that are elderly and/or disabled are able to live safely within their homes. If received, the \$5,000 would be used to further supplement the Community Development Block Grant (CDBG) and Iowa Finance Authority (IFA) funds currently utilized in housing improvement projects. The additional funds would allow for more comprehensive projects to be completed and provide support for the various grant matching requirements.

### **FINANCIAL IMPACT:**

The funds would supplement the existing CDBG and IFA funding within the emergency repair, elderly / disabled, and barrier removal programs.

### **RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Health & Safety  
Strategic Focus Area – Enhance Public/Private Partnerships

### **ALTERNATIVES:**

None recommended.

### **ATTACHMENTS:**

Resolution  
Application

**RESOLUTION NO. 2017 – \_\_\_\_\_**  
with attachment

**RESOLUTION SUPPORTING THE SUBMISSION BY THE SIOUX CITY HOUSING TRUST FUND, INC. OF A FUND FOR SIOUXLAND APPLICATION TO THE SIOUXLAND COMMUNITY FOUNDATION.**

WHEREAS, Siouxland Community Foundation has available grant funds for the purpose of assisting in the development and maintenance of decent, safe, and affordable housing for low- and moderate-income families and the Sioux City Housing Trust Fund, Inc. Board has identified a need to assist low- and moderate-income home owners with rehabilitation costs; and

WHEREAS, the City of Sioux City administers a housing rehabilitation, an emergency repair program, and a barrier removal program for low- and moderate-income households; and

WHEREAS, a Fund for Siouxland application has been completed requesting a \$5,000 grant to assist with the costs of the City of Sioux City's housing improvement programs; and

WHEREAS, the City Council is advised and does believe that said Fund for Siouxland application should be approved as to form and content and authorized for submission to the Siouxland Community Foundation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the City Council hereby supports the submission of a Fund for Siouxland application by the Sioux City Housing Trust Fund, Inc. to the Siouxland Community Foundation, a copy of which is attached hereto and by this reference made a part hereof, for funding to be used for the city's housing improvement programs.

BE IT FURTHER RESOLVED that city staff is hereby authorized to submit said application by the Sioux City Housing Trust Fund, Inc. to the Siouxland Community Foundation.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

**Sioux City Housing Trust Fund, Inc.**

Address      City      State      Zip Code  
405 6th Street      Sioux City      IA      51102  
PO Box 447

Telephone  
Organization  
712-224-5136

Tax ID/EIN#      Tax Status  
26-1274244      501c(3)

Prefix      First Name      Last Name  
Mr.      Robert      Rasmus

Title  
Chairperson

E-mail Address      Telephone  
jmwander@sioux-city.org      Primary Contact  
712-224-5136

**Mission Statement**  
Brief description of your organization's background and mission

The Sioux City Housing Trust Fund, Inc. was established in 2004 with the mission to provide safe and affordable housing for qualified low income residents in Sioux City.

**Key Achievements**

The Sioux City Housing Trust Fund, Inc. (HTF) was established in 2004 with the mission to provide safe and affordable housing to Sioux City residents. Since 2007 the HTF has received ten grants from the Iowa Finance Authority to assist with this mission. The ten grants have totaled \$1.8 million and leveraged \$3.7 million with over 300 low and moderate income households assisted. The HTF has also pursued funding from other sources, most recently a \$5,000 grant from the Wells Fargo Housing Foundation's Homeownership Counseling Grant program in April 2016.

**Current Programs**

The Sioux City Housing Trust Fund, Inc. provides funding in partnership with housing rehabilitation programs administered by the City of Sioux City's Neighborhood Services Division. The funds are used to implement repairs and rehabilitation work on income qualified homes, creating a safe and stable living environment for Sioux City's low-income families. The City's homeowner rehabilitation program is targeted to low and moderate income families within the City's urban renewal areas. The Emergency Repair Program, Elderly and Disabled Repair Program and the Barrier Removal Program (ramps) are available city-wide to income qualified residents.

**Organization Leadership**

Names & titles of organization leadership, including directors, board officers and staff

The Sioux City Housing Trust Fund, Inc. is governed by the Sioux City Housing Trust Fund Governing Board. The Board consists of nine members (Keith Radig, Suzan Stewart, Robert Rasmus, Sam Moos, Larry Obermeyer, Maria Rundquist, David Pepin, and Jon Murad). The City of Sioux City provides a City staff person, Michelle Brady, Neighborhood Services Project Coordinator, who is responsible for assisting the Board and acting as the Board Secretary.

**Annual Budget**

\$848,720.43

**Sources of Income**

The Sioux City Housing Trust Fund, Inc. applies annually for a Housing Trust Fund grant from the Iowa Finance Authority (IFA). The Sioux City Housing Trust Fund Governing Board uses these funds to partner with the City of Sioux City's Neighborhood Services Division to leverage matching funds from the federal HUD Community Development Block Grant (CDBG) program. Additional matching funds may be contributed by the property owner in the form of cash or sweat equity, insurance payments, or other agency funds.

**Fiscal Sponsorship - If applicant organization does not have a 501(c)3 tax status**

|                                |                       |                      |
|--------------------------------|-----------------------|----------------------|
| Organization<br>Fiscal Sponsor | Fiscal Sponsor Tax ID | Tax Status<br><None> |
|--------------------------------|-----------------------|----------------------|

**Address**

|      |                 |             |
|------|-----------------|-------------|
| City | State<br><None> | Postal Code |
|------|-----------------|-------------|

|           |       |
|-----------|-------|
| Telephone | Email |
|-----------|-------|

Prefix  
<None>

First Name      Last Name

Title

**Fiscal Sponsorship Agreement**  
Attach FS Agreement Form

## Project Proposal

|   |   |  |  |
|---|---|--|--|
| Project Proposal  |   |  |  |
| Project Title<br>Sioux City Elderly/Disabled Home Improvements  | Requested Amount<br>From the Fund for Siouxland | Project Budget<br>Total<br>\$5,000.00<br>\$29,000.00 |  |
| <b>Project Commitments</b><br>Total amount of pledges or money received to date for project<br>\$24,000.00  |   |  |  |
| <b>Project Summary</b><br>Summarize the project in 25 words or less<br><br>The grant funds will be used to support work needed to modify four homes to make them handicap accessible and safe for elderly/disabled low-income homeowners.   |   |  |  |
| <b>Project Rationale</b><br>Specifically, how will the requested funds from SCF be used?<br><br>The funds would be used to provide health and safety measures for elderly and / or disabled individuals who are homeowners and want to remain in their homes. Improvements would include items such as ramp construction, bathroom modifications, etc. to ensure that elderly and / or disabled residents are able to stay in their homes safely. Modifying homes to make them safer and more accessible allows elderly people to stay in their homes during their later years (often called "aging in place"). For many seniors, living in their home is not only important to their emotional well-being, it's often more cost-effective than other housing options. In addition, modifying homes to make them accessible to those that are disabled allows for safe living conditions and independence.  |   |  |  |
| Project Start Date<br>04/03/2017  | Project End Date<br>12/29/2017                  |  |  |
| <b>Project Description</b><br>Describe the project in detail (what will occur, when and where it will take place, project objectives, desired outcomes, how will the outcomes be measured, who and how many will be served by the project)<br><b>Who</b> - Elderly and/or Disabled Homeowners<br><b>What</b> - Home improvements for the elderly and/or disabled so they can remain in their homes<br><b>When</b> - The start date is April 2017. All projects will be completed by December 2017.<br><b>Where</b> - Home owned by elderly and/or disabled persons in Sioux City, Iowa.<br><b>How many</b> will be served by the project - Four (4) families will be served by this proposed project.<br><br>Home modifications are physical changes made to one's home to accommodate for the changing needs of the elderly and/or disabled, to enable aging in place and independence. As persons age, mobility and physical strength diminish and many aspects of a home that were once functional become difficult. Home modifications can be costly; the City offers assistance through this program to income qualified households and those that meet the HUD's definition of elderly and/or disabled. |   |  |  |

Once a client is determined to be income eligible, a City Housing Rehabilitation Technician will be assigned the case, and schedule a home visit to review the client's needs. The Technician will prepare the scope of work and review this with the homeowner. Next a bid tour is scheduled for licensed and bonded general contractors. Once the bids are returned and opened the low bidder is notified. The technician will prepare a contract agreement for the homeowner and the contractor which contains the scope of work which both parties must sign.

The Technician performs work checks to assure the contract scope of work is being followed. The Technician will make sure all the work performed meets Municipal Code requirements before final payment is made. Contractor payment requests are signed by the Technician, the homeowner, and the contractor. All three signatures are required before the payment request can be submitted and the payment processed to ensure that the work is satisfactory to the client (the client is empowered to be involved throughout the construction process).

If the requested funds are awarded, three elderly and/or disabled homeowners will be assisted. The assistance will be provided in the form of various home improvements including items such as bathroom reconfigurations, the construction of ramps or removal of barriers, and various other improvements to allow the client to safely stay in their home. The City of Sioux City has partnered with the Sioux City Housing Trust Fund Inc., for several years to provide these improvements to Sioux City residents who need it most.

|                    |                |
|--------------------|----------------|
| Fund               | Program Area   |
| Fund For Siouxland | Human Services |

|                          |                 |                           |
|--------------------------|-----------------|---------------------------|
| Geographical Area Served | Type of Support | Population Served         |
| Iowa - Northwest         | Project Support | Persons with Disabilities |

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 6

**FROM:** Nicole M. DuBois, City Attorney

**SUBJECT:** **Resolution approving an amendment to the Employment Agreement and fixing the salary of the City Attorney**

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|                     |                     |                    |   |  |
|---------------------|---------------------|--------------------|---|--|
| <b>Reviewed By:</b> | Department Director | 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 attached resolution approving an amendment to the Employment Agreement and fixing the salary of the City Attorney.

**DISCUSSION:**

The attached resolution is in accordance with a previous evaluation conducted by the City Council.

**FINANCIAL IMPACT:**

The increase in compensation is funded in the FY17 operating budget.

**RELATIONSHIP TO STRATEGIC PLAN:**

**MUNICIPAL RESPONSIBILITIES**

- Progressive Leadership

**ALTERNATIVES:**

Not approve the salary increases.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2017- \_\_\_\_\_**

**RESOLUTION APPROVING AN AMENDMENT TO THE EMPLOYMENT  
AGREEMENT AND FIXING THE SALARY OF THE CITY ATTORNEY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that effective January 9, 2017, the salary of the City Attorney shall be \$5,099.88 biweekly along with the benefits as outlined in the Employment Agreement dated December 21, 2015, based upon her performance evaluation.

BE IT FURTHER RESOLVED that Section 7 of said Employment Agreement dated December 21, 2015 be and the same is hereby amended by increasing the amount Employer contributes to Employee's deferred compensation from 6% to 8%.

BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized and directed to execute a Personnel Form 2 to implement said salary increase.

BE IT FURTHER RESOLVED that all resolutions in conflict herewith are hereby rescinded.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
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:** January 9, 2017

**ACTION ITEM #** 7

**FROM:** Nicole DuBois, City Attorney

**SUBJECT:** Resolution withdrawing the civil penalty of \$1,500.00 and thirty day suspension against Central Mart I, LLC d.b.a. Central Mart, 2501 Floyd Boulevard, Sioux City, Iowa, for violation of the Iowa beer/wine and liquor laws pursuant to Iowa code section 123.50(5).

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|--|---|

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### **RECOMMENDATION:**

Staff respectfully requests the City Council withdraw the civil penalty of \$1,500.00 and the thirty (30) day suspension against the following liquor permit holder due to the permit holder electing to assert the bar under Section 123.50A against assessment of the penalty:

- Liquor License #LE0002546 under the name Central Mart I, LLC d.b.a. Central Mart, 2501 Floyd Boulevard, Sioux City, Iowa.

### **DISCUSSION:**

On December 19, 2016, pursuant to Resolution No. 2016-1011, the City Council assessed a \$1,500.00 civil penalty and suspended for thirty (30) days the liquor permit issued to Central Mart I, LLC d.b.a. Central Mart, 2501 Floyd Boulevard, Sioux City, Iowa due to a second violation in two years of State Liquor Statute 123.49(2)(h), which second violation occurred on October 11, 2016.

The first violation of State Liquor Statute 123.49(2)(h) occurred on July 21, 2015. On August 10, 2015, pursuant to Resolution No. 2015-0604, the City Council assessed a civil penalty of \$500.00 against Central Mart, 2501 Floyd Boulevard, Sioux City, Iowa.

The penalty is mandatory under Iowa Law and the City Council cannot waive or modify the penalty unless the employee charged with the unlawful sale qualifies for the exemption granted in Iowa Code Section 123.50(5) which provides:

5. If an employee of a licensee or permittee violates section 123.49, subsection 2, paragraph "h", the licensee or permittee shall not be assessed a penalty under subsection 3, and the violation shall be deemed not to be a violation of section 123.49, subsection 2, paragraph "h", for the purpose of determining the number of violations for which a penalty may be assessed pursuant to subsection 3, if the employee holds a valid certificate of completion of the alcohol compliance employee training program pursuant to section 123.50A at the time of the violation, and if the violation involves selling, giving, or otherwise supplying

any alcoholic beverage, wine, or beer to a person between the ages of eighteen and twenty years of age. A violation involving a person under the age of eighteen years of age shall not qualify for the bar against assessment of a penalty pursuant to subsection 3, for a violation of subsection 123.49, subsection 2, paragraph "h". A licensee or permittee may assert only once in a four-year period the bar under this subsection against assessment of a penalty pursuant to subsection 3, for a violation of subsection 123.49, Subsection 2, paragraph "h", that takes place at the same place of business location.

The permit holder has elected to assert the bar under Section 123.50A against assessment of the penalty and has submitted proof of attendance by the employee charged with a valid certificate of completion of an alcohol compliance employee training program pursuant to section 123.50A.

Therefore, the resolution on Monday's agenda will withdraw the civil penalty and suspension for Central Mart I, LLC d.b.a. Central Mart in recognition of them exercising this penalty avoidance provision.

**FINANCIAL IMPACT:**

Collection of civil penalties to be placed in the City's General Fund.

**RELATIONSHIP TO STRATEGIC PLAN:**

INVESTIGATIVE SERVICES:

Municipal Responsibility – Health and Safety Vision

Strategic Focus Area – Enhance Public/Private Partnerships

**ALTERNATIVES:**

There are no alternatives to the imposition of the fines. These are regulated by state law and we have no option but to follow the state law.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION WITHDRAWING THE CIVIL PENALTY OF \$1,500.00 AND THIRTY DAY SUSPENSION AGAINST CENTRAL MART I, LLC D.B.A. CENTRAL MART, 2501 FLOYD BOULEVARD, SIOUX CITY, IOWA, FOR VIOLATION OF THE IOWA BEER/WINE AND LIQUOR LAWS PURSUANT TO IOWA CODE SECTION 123.50(5).

WHEREAS, on November 23, 2016, Gurtinder Randhawa was convicted in Woodbury County District Court, Docket No. STA0141611 of violating Iowa Code Section 123.49(2)(h) on October 11, 2016, (a copy of said conviction is attached hereto and incorporated herein by reference); and

WHEREAS, at the time of the above violation Gurtinder Randhawa was an employee of Central Mart I, LLC d.b.a. Central Mart, 2501 Floyd Boulevard, Sioux City, Iowa, a liquor control licensee and/or beer permit holder; and

WHEREAS, the acts of an agent or employee of a licensee are imputed to the licensee; and

WHEREAS, said violation occurred after January 1, 1988 and this being the second conviction of violation of this section within a period of two years (the first violation occurred on June 25, 2015, and the conviction entered July 21, 2015); and

WHEREAS, Iowa Code Section 123.50(3)(b), as amended, provides that upon a second conviction within a two year period, the violator's license or permit shall be suspended for a period of thirty days and a civil penalty of one thousand five hundred dollars assessed to violator; and

WHEREAS, Iowa Code §123.39, as amended, provides that local authorities shall retain such civil penalties if the proceeding to impose the penalty is conducted by the local authority; and

WHEREAS, licensee claims its exemption from the civil penalty and suspension pursuant to Iowa Code Section 123.50(5) and has provided a copy of said certificate showing Gurtinder Randhawa's completion of an alcohol compliance training program which is attached hereto.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the City Council, pursuant to the authority of the above cited sections, hereby withdraws the civil penalty in the amount of \$1,500.00 and the thirty day suspension against Central Mart I, LLC d.b.a. Central Mart, 2501 Floyd Boulevard, Sioux City, Iowa, Permit No. LE0002546, pursuant to Iowa Code Section 123.50(5).

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to notify the license holder of this action by providing to said license holder a certified copy of this Resolution. Such notice shall be by certified mail, return receipt requested, sent to the address listed on the application for a beer/wine or liquor permit.

BE IT FURTHER RESOLVED, that the City Clerk shall mail a certified copy of this Resolution to: Licensing Bureau, Alcoholic Beverages Division, Department of Commerce, 1918 S.E. Hulsizer Avenue, Ankeny, Iowa 50021.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

**Charges, Dispositions, Sentences**

Title: STATE vs. GURTINDER, RANDHAWA

Case: 03971 STA0141611 (WOODBURY)

Citation Number: DO570693

**Defendant:** GURTINDER, RANDHAWACount 01**Charge****Charge:** 123.49(2)(h)      **Description:** EMPLOYEE - SUPPLYING ALCOHOL TO PERSON UNDER LEGAL AGE**Offense Date:** 10/11/2016      **Arrest Date:**      **Against Type:****DPS Number:****Adjudication****Charge:** 123.49(2)(h)      **Description:** EMPLOYEE - SUPPLYING ALCOHOL TO PERSON UNDER LEGAL AGE**Adj.:** GUILTY BY COURT      **Adj.Date:** 11/23/2016**Adj.Judge:** TICKUP,**Comments:****Sentence****Charge:** 123.49(2)(h)      **Description:** EMPLOYEE - SUPPLYING ALCOHOL TO PERSON UNDER LEGAL AGE**Sentence Date:** 11/23/2016      **Sentence:** FINE**Appeal:**      **Sen.Judge:** TICKUP,**Facility Type:**      **Attorney:****Restitution:**      **Drug:**      **Extradition:****Lic.Revoked:**      **DDS:**      **Batterer:****Fine Amount:**      **Duration:**

**Financials**

Title: STATE vs. GURTINDER, RANDHAWA

Case: 03971 STA0141611 (WOODBURY)

Citation Number: DO570693

| <u>Summary</u> | <u>Orig</u> | <u>Paid</u> | <u>Due</u> |
|----------------|-------------|-------------|------------|
| COSTS          | 60.00       | 0.00        | 60.00      |
| FINE           | 575.00      | 50.00       | 525.00     |
| SURCHARGE      | 175.00      | 0.00        | 175.00     |
| RESTITUTION    | 0.00        | 0.00        | 0.00       |
| OTHER          | 0.00        | 0.00        | 0.00       |
|                |             |             |            |
|                | \$810.00    | \$50.00     | \$760.00   |

[Make a payment on this case](#)

|                 |     |      |     |
|-----------------|-----|------|-----|
| SUPPORT/ALIMONY | N/A | 0.00 | N/A |
|-----------------|-----|------|-----|

**Filings**

Title: STATE vs. GURTINDER, RANDHAWA

Case: 03971 STA0141611 (WOODBURY)

Citation Number: DO570693

| <u>Event</u>   | <u>Filed By</u> | <u>Filed</u> | <u>Create Date</u> | <u>Last Updated</u> | <u>Action Date</u> |
|--|-----------------|--------------|--------------------|---------------------|--------------------|
| COMPUTER GENERATED NOTICE  |                 | 11/25/2016   | 11/25/2016         | 11/25/2016          |                    |
| <i>Comments:</i> FINAL NOTICE OF PAST DUE COURT FINE AND COSTS       |                 |              |                    |                     |                    |
| VIOLATIONS HANDLED BY CLERK  | TICKUP          | 11/23/2016   | 11/23/2016         | 11/23/2016          |                    |
| TRAFFIC TICKET FILING  |                 | 10/12/2016   | 10/13/2016         | 10/13/2016          |                    |
| <i>Comments:</i> ARR: 11/10/16 @ 1:30PM RE: SALE OF ALCOHOL TO MINOR |                 |              |                    |                     |                    |

**Summary**Title: STATE vs. GURTINDER, RANDHAWA [EDMS](#)

| <u>Trial Court Case ID</u> | <u>Originating County</u>   | <u>Created</u>          | <u>Speedy Trial</u>  | <u>Microfilm Ref</u> |
|----------------------------|-----------------------------|-------------------------|----------------------|----------------------|
| 03971 STA0141611           | WOODBURY                    | 10/12/2016              |                      |                      |
| <u>Citation Number</u>     | <u>Disposition Status</u>   | <u>Disposition Date</u> | <u>Reopened Date</u> |                      |
| DO570693                   | VIOLATIONS HANDLED BY CLERK | 11/23/2016              |                      |                      |



*Certificate of Completion*

Awarded to

**Gurtinder S. Randhawa**

For completion of

**Iowa Pledge Retailer Training Program**

Date of completion: Jun 26, 2015

Expires on: Jun 26, 2017

Certificate No: 186765

*Thank you for participating in the Iowa Pledge Retailer Training Program and for partnering with the  
Iowa Alcoholic Beverages Division to not sell tobacco products to Iowa's kids.*

State of Iowa  
Alcoholic Beverages Division  
1918 SE Hulaker Road  
Arlington, IA 50021

  
Stephen Larson  
Administrator



*Certificate of Completion*

*Awarded to*

**Gurtander Singh Randhawa**

*For completion of*

**Iowa Program for Alcohol Compliance Training**

*Date of completion: Jun 26, 2015*

*Expires on: Jun 26, 2017*

*Certificate No: 48989*

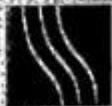
*Thank you for participating in the Iowa Program for Alcohol Compliance Training and for partnering  
with the Iowa Alcoholic Beverages Division to not sell alcohol to Iowa's minors.*

State of Iowa

Alcoholic Beverages Division

1918 SE Hulsey Road

Ankeny, IA 50021



ALCOHOLIC  
BEVERAGES  
DIVISION  
STATE OF IOWA



Stephen Larson  
Administrator

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 8

**FROM:** Matt Salvatore, Parks and Recreation Director

**SUBJECT:** **Resolution adopting plans, specifications, form of contract, and estimated cost for the proposed construction of the Leeds Park Splash Pad Project. (3810 41<sup>st</sup> Street)**

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|--|---|

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**RECOMMENDATION:**

Staff respectfully requests City Council adopt plans, specifications, form of contract, and estimated cost for the proposed Leeds Park Splash Pad Project.

**DISCUSSION:**

The Leeds Park Splash Pad Project includes the construction of a new 3,100 SF flow-through splash pad at Leeds Park, 3810 41<sup>st</sup> Street, with an at-grade manifold controller, water and sewer connections, concrete pad and appurtenances.

Staff is ready to advertise the Notice to Bidders on January 11, 2017 and advertise the Notice of a Public Hearing on January 14, 2017 and January 21, 2017. A public hearing will be held on February 6, 2017. Bids will be received on February 7, 2017.

The work on this project shall commence upon issuance of the Notice to Proceed and be fully completed by May 26, 2017.

**FINANCIAL IMPACT:**

The project is funded with GO Bonds under CIP #459-214 "Aquatic Comprehensive Plan" with a FY17 project budget of \$254,780.

**RELATIONSHIP TO STRATEGIC PLAN:**

Health and Safety  
Explore Destination Sioux City

**ALTERNATIVES:**

City Council may request changes to the project documents and schedule.

**ATTACHMENTS:**

Resolution  
Notice to Bidders  
Public Notice

**RESOLUTION NO. 2017 - \_\_\_\_\_**  
with attachments

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE PROPOSED CONSTRUCTION OF THE  
LEEDS PARK SPLASH PAD PROJECT. (3810 41<sup>ST</sup> STREET)**

WHEREAS, it is necessary and in the best interests of the City of Sioux City, Iowa to construct the Leeds Park Splash Pad Project in Sioux City, Iowa; and

WHEREAS, JEO Consulting Group, Inc. of South Sioux City, Nebraska has prepared the plans, specifications, form of contract and estimated cost.

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

- A. The plans, specifications, form of contract and estimated cost, as prepared by JEO Consulting Group, Inc. and on file in the office of the City Clerk of the City of Sioux City, Iowa, for the proposed construction of the Leeds Park Splash Pad Project in Sioux City, Iowa, be and the same are hereby adopted and the time of 4:00 o'clock P.M., Local Time, February 6, 2017 in the City Council Chambers, Room 504, City Hall, 405 Sixth Street, Sioux City, Iowa, be, and the same is hereby fixed as the time and place for a public hearing on the same as required by law, at which hearing any interested person may appear and file objections to the proposed plans, specifications, form of contract and estimated cost in the amount of \$200,000.00 for said improvements.
- B. The bids will be received by the City Clerk of the City of Sioux City, Iowa, at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in said City until 1:00 o'clock P.M., Local Time, February 7, 2017 for the proposed construction of said improvements.
- C. The time of 1:00 o'clock P.M., Local Time, February 7, 2017 in the Fourth Floor Clock Tower Conference Room in City Hall, 405 Sixth Street, Sioux City, Iowa, be and it is hereby fixed as the time and place for the opening of bids for the proposed construction of said improvements, and said bids shall be considered and acted upon at a meeting of the City Council in the City Council Chambers thereafter.
- D. The City Clerk of the City of Sioux City, Iowa, shall cause the attached Notice of Taking Bids to be posted on the City Engineering website and in a relevant contractor plan room service with statewide circulation, and a relevant construction lead generating service with statewide circulation in the manner prescribed by law.
- E. The City Clerk of the City of Sioux City, Iowa, shall cause the attached Notice of Public Hearing to be given by publication in at least one newspaper of general circulation in the manner prescribed by law.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF THE 2017 LEEDS PARK SPLASH PAD PROJECT (PROJECT NO. 6890-459-214), IN SIOUX CITY, IOWA.

Sealed bids will be received by the City of Sioux City City Clerk at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in said City, until 1:00 P.M., Local Time, February 7, 2017, for the construction of the project, as described in the construction documents. The project is located at 3810 41<sup>st</sup> Street in Sioux City, IA and includes the construction of a 3,100 SF splash pad with utility improvements to the splash pad within Leeds Park.

Bids received will be opened and tabulated at a public meeting, presided over by a City Engineer, in the 4th Floor Clock Tower Conference Room in the Public Works Department, City Hall, at 1:00 P.M., Local Time, on February 7, 2017. Thereafter, bids will be acted upon by the City Council at such time and place as may be fixed.

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

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

All contractors, manufacturers, and installers shall submit qualifications and references with their bid.

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

The Notice of Public Hearing will be published in the Sioux City Journal on January 14, 2017 and January 21, 2017.

The work on this project shall begin upon receipt of the Notice to Proceed and be fully completed by May 26, 2017.

Specifications for this project shall be the 2016 version of the Iowa Statewide Urban Standard Specifications for Public Improvements modified in accordance with the 2015 City of Sioux City Supplement.

Copies of said construction documents are available at the office of the City Clerk of Sioux City for examination by the public. The documents are also available for viewing by the public, or sub-contractors, or suppliers, on the City's Engineering website, under the Projects Out to Bid tab [www.sioux-city.org/engineering](http://www.sioux-city.org/engineering). Construction documents for private use, or potential prime contractors may be obtained from the Engineering Division, City Hall, upon deposit of twenty dollars (\$20) for each set. The deposit will be returned to depositor if the construction documents are returned in good condition within fourteen (14) days from date of award. **Contractors** shall

**tors intending to bid as the prime contractor must obtain a hard copy of the plans, specifications and form of contract from the Engineering Division. Failure to obtain a hard copy may result in the bid being deemed nonresponsive and rejected.**

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

Post on the Construction Update Plan Room Network's website at [www.mblonline.com](http://www.mblonline.com) and on the City's website at [www.sioux-city.org/engineering](http://www.sioux-city.org/engineering) January 11, 2017.

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COSTS FOR THE CONSTRUCTION OF THE 2017 LEEDS PARK SPLASH PAD PROJECT (PROJECT NO. 6890-459-214), IN SIOUX CITY, IOWA.

A public hearing will be held before the Sioux City City Council in the Council Chambers, Room 504, City Hall, 405 Sixth Street, Sioux City, Iowa, on February 6, 2017, commencing at 4:00 P.M., Local Time, on the proposed plans, specifications, form of contract, and estimate of cost in the amount of \$200,000 (the construction documents) for the construction of the 2017 Leeds Park Splash Pad Project in Sioux City, Iowa (the project). At said hearing, the City Council will receive and consider any objections made by any interested party to said construction documents. The project is located at 3810 41<sup>st</sup> Street in Sioux City, IA and includes the construction of a 3,100 SF splash pad with utility improvements to the splash pad within Leeds Park.

Sealed bids will be received by the City Clerk at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in said City, until 1:00 P.M., Local Time, February 7, 2017, for the construction of the project, as described in the construction documents.

Bids received will be opened and tabulated at a public meeting, presided over by a City Engineer, in the 4th Floor Clock Tower Conference Room in the Public Works Department, City Hall, at 1:00 P.M., Local Time, on February 7, 2017. Thereafter, bids will be acted upon by the City Council at such time and place as may be fixed.

Notice of Taking Bids will be posted with the Construction Update Plan Room Network (mbi-online.com) on January 11, 2017.

The work on this project shall begin upon receipt of the Notice to Proceed and be fully completed by May 26, 2017.

Specifications for this project shall be the 2016 version of the Iowa Statewide Urban Standard Specifications for Public Improvements modified in accordance with the 2015 City of Sioux City Supplement.

Copies of said construction documents are available at the office of the City Clerk of Sioux City for examination by the public. The documents, including the Notice of Taking Bids, are also available for viewing by the public, or sub-contractors, or suppliers, on the City's Engineering website, under the Projects Out to Bid tab [www.sioux-city.org/engineering](http://www.sioux-city.org/engineering). Construction documents for private use, or potential prime contractors may be obtained from the Engineering Division, City Hall, upon deposit of twenty dollars (\$20) for each set. The deposit will be returned to depositor if the construction documents are returned in good condition and usable condition within fourteen (14) days from date of award. **Contractors intending to bid as the prime contractor must obtain a hard copy of the plans, specifications and form of contract from the Engineering Division. Failure to obtain a hard copy may result in the bid being deemed nonresponsive and rejected.**

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

Publish in the Sioux City Journal January 14, 2017 and January 21, 2017.

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017      **ACTION ITEM #** 9A

**FROM:** Matt Salvatore, Parks and Recreation Director

**SUBJECT:** **Resolution awarding a contract to L & L Builders, Co. of Sioux City, Iowa in the amount of \$133,764.50 for the Riverside Pool Improvements Project. (1301 Riverside Boulevard)**

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|--|---|

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**RECOMMENDATION:**

Staff respectfully requests City Council consider awarding a contract to L & L Builders, Co. of Sioux City, Iowa in the amount of \$133,764.50 for the Riverside Pool Improvements Project.

**DISCUSSION:**

The Riverside Pool Improvements Project scope of work consist of furnishing all the labor and materials required to complete the work shown or reasonably implied by the Contract Documents to include the removal and replacement of PCC pedestrian areas, clearing and grubbing, storm sewer improvements and the project contingency of 10%. The project will also include shade structure installation that was bid as an alternate item.

The Notice of a Public Hearing was published on December 3, 2016 and December 10, 2016 and the Notice to Bidders on November 30, 2016. A public hearing was held on December 12, 2016. Bids were received on December 13, 2016. A total of six (6) bids were received.

| Company                      | City, State                | Base Bid           | Alternate Bid      | Total Base + Alternate Bid |
|------------------------------|----------------------------|--------------------|--------------------|----------------------------|
| <b>L&amp;L Builders, Co.</b> | <b>Sioux City, Iowa</b>    | <b>\$92,464.50</b> | <b>\$41,300.00</b> | <b>\$133,764.50</b>        |
| HCI Construction             | South Sioux City, Nebraska | \$108,712.23       | \$41,720.00        | \$150,432.23               |
| Structural Concrete, Inc.    | Sioux City, Iowa           | \$128,863.00       | \$32,200.00        | \$158,036.00               |
| Bainbridge Construction, LLC | Kingsley, Iowa             | \$115,487.00       | \$49,000.00        | \$164,487.00               |
| Subsurfco, LLC               | South Sioux City, Iowa     | \$117,784.00       | \$58,000.00        | \$176,584.00               |
| K&L Construction, Inc.       | Sgt. Bluff, Iowa           | \$182,086.04       | \$59,500.00        | \$241,686.04               |
| Engineers Estimate           |                            | \$117,500.00       | \$52,500.00        | \$170,000.00               |

The low bid of \$133,764.50 submitted by L & L Builders, Co. of Sioux City, Iowa is -21.315% or \$36,235.50 below the Engineer's Estimate of \$170,000.00.

The work on this project shall commence upon issuance of the Notice to Proceed and be fully completed by May 1, 2017.

**FINANCIAL IMPACT:**

The project is funded through a combination of GO Bonds under CIP #459-179 "Annual Swimming Pool Maintenance" with a FY17 project budget of \$138,000.00.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure  
Focus Area – Grow Sioux City

**ALTERNATIVES:**

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

**ATTACHMENTS:**

Resolution  
Engineer's Recommendation  
Bid Tabulation Sheet

**RESOLUTION NO. 2017-\_\_\_\_\_**

**RESOLUTION AWARDING A CONTRACT TO L & L BUILDERS, CO. OF SIOUX CITY, IOWA IN THE AMOUNT OF \$133,764.50 FOR THE RIVERSIDE POOL IMPROVEMENTS PROJECT. (1301 RIVERSIDE BOULEVARD)**

WHEREAS, pursuant to a notice published in the manner and form prescribed by law, bids and proposals were received by the City of Sioux City, Iowa, on December 13, 2016 for the Riverside Pool Improvements Project, in Sioux City, Iowa (the Project) together with necessary accessories and appurtenances, all in accordance with the plans and specifications heretofore prepared by JEO Consulting Group Inc. of Ankeny, Iowa; and

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

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

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

Section 2: It is hereby found, determined and declared that the bid of L & L Builders, Co. of Sioux City, Iowa, in the amount of \$133,764.50 for construction of the Project in Sioux City, Iowa, as provided in the plans and specifications referred to in the preamble hereof is the lowest and/or best bid received and the same is hereby accepted and the contract awarded to said bidder.

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

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

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

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

December 15, 2016

Matt Salvatore  
Parks and Recreation Director  
Sioux City Parks and Recreation  
401 Gordon Drive  
Sioux City, IA 51102

RE: Riverside Pool Improvement  
JEO Project #160769

Dear Mr. Salvatore:

JEO reviewed the bids that were received on December 13, 2016 for the above referenced project. Based on that review, we offer the following summary and recommendation.

Six bids were received for the Riverside Pool Improvement Project. The apparent bids are recorded on the attached bid tabulation form.

Based on our review of the Apparent Bid Proposal, L&L Builders Co. is the apparent low bidder. It is our recommendation you proceed with establishing a contract for construction with the lowest responsible bidder, L&L Builders, in the amount of \$133,764.50 which includes the Alternate Bid.

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

Sincerely,

Daniel Sturm, PE  
Project Manager

Enc.



## Bid Tab

PROJECT | RIVERSIDE POOL IMPROVEMENTS PROJECT

JEQ PROJECT NO. | 160769.00

LOCATION | SIOUX CITY, IOWA

LETTING | DECEMBER 13, 2016 @ 1:00pm

OPINION OF PROBABLE COST | \$170,000.00

| Bidder                       | Base Bid     | Alternate Bid | Total Base & Alternate Bid |
|------------------------------|--------------|---------------|----------------------------|
| L&L Builders, Co.            | \$92,464.50  | \$41,300.00   | \$133,764.50               |
| HCI Construction             | \$108,712.23 | \$41,720.00   | \$150,432.23               |
| Structural Concrete, Inc.    | \$128,836.00 | \$32,200.00   | \$158,036.00               |
| Bainbridge Construction, LLC | \$115,487.00 | \$49,000.00   | \$164,487.00               |
| Subsurfco, LLC               | \$117,784.00 | \$58,000.00   | \$176,584.00               |
| K & L Construction, Inc.     | \$182,086.04 | \$59,500.00   | \$241,686.04               |

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2016

**ACTION ITEM #** 9B

**FROM:** Glenn Ellis, City Engineer  
Eric Jones, Civil Engineer

**SUBJECT:** **Resolution approving the contract and performance bond with BX Civil & Construction, Inc. in the amount of \$995,896.25 for the 46th Street Drainage and Paving Improvements Project (Project No. 6569-719-133).**

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|--|---|

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### **RECOMMENDATION:**

Staff respectfully requests Council approve the contract and performance bond with BX Civil & Construction, Inc. of Dell Rapids, South Dakota in the amount of \$995,896.25 for the 46th Street Drainage and Paving Improvements Project (Project No. 6569-719-133).

### **DISCUSSION:**

On December 12, 2016 under Resolution No. 2016-0987 Council awarded a contract to BX Civil & Construction, Inc. of Dell Rapids, South Dakota in the amount of \$995,896.25 for the construction of the 46th Street Drainage and Paving Improvements Project. This project includes removal and replacement of paving, as well as sub base preparation, new C-stone sub base along with sub drains, and new storm sewer pipe on 46th Street between Hamilton Boulevard and Deer Haven Drive. This project has 110 working days to complete the work with an early start date of April 3, 2017, and a late start date of April 24, 2017. This will put the completion date between September and October 2017.

### **FINANCIAL IMPACT:**

This project is funded using Go Bonds, Water Funds, and Sewer Funds under CIP 719-133, Annual Infrastructure Reconstruction. The project currently has an available balance of \$2,275,966.82.

### **RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure  
Focus Area – Grow Sioux City

### **ALTERNATIVES:**

None

### **ATTACHMENTS:**

Resolution  
Contracts (Hard Copies)

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE BOND WITH BX CIVIL & CONSTRUCTION, INC. IN THE AMOUNT OF \$995,896.25 FOR THE 46TH STREET DRAINAGE AND PAVING IMPROVEMENTS PROJECT (PROJECT NO. 6569-719-133).

WHEREAS, the City Council has previously awarded a contract to BX Civil & Construction, Inc. of Dell Rapids, South Dakota in the amount of \$995,896.25 for the construction of the 46th Street Drainage and Paving Improvements Project; and

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

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

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

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

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the contract and performance bond submitted by BX Civil & Construction, Inc. of Dell Rapids, South Dakota in the amount of \$995,896.25 for the construction of the 46th Street Drainage and Paving Improvements Project in Sioux City, Iowa, is hereby approved and the City Manager and City Clerk are hereby authorized and directed to execute said contract for and on behalf of the City of Sioux City, Iowa. Upon execution of the contract by the City Manager as authorized herein, the contract shall be in full force and effect and not before.

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

PASSED AND APPROVED: January 9, 2017 \_\_\_\_\_  
\_\_\_\_\_  
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:** January 9, 2017      **ACTION ITEM #** 9C

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

**SUBJECT:** Resolution approving the contract and performance bond with Steve Harris Construction Inc. in the amount of \$1,141,117.11 for the South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project (Project No. 6841-719-207).

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|              |                                     |                     |                                     |                    |                                     |               |                                     |              |
|--------------|-------------------------------------|---------------------|-------------------------------------|--------------------|-------------------------------------|---------------|-------------------------------------|--------------|
| 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 approve the contract and performance bond with Steve Harris Construction Inc. of Homer, Nebraska in the amount of \$1,141,117.11 for the South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project (Project No. 6841-719-207).

### **DISCUSSION:**

On December 5, 2016 under Resolution No. 2016-0982 Council awarded a contract to Steve Harris Construction Inc. of Homer, Nebraska in the amount of \$1,141,117.11 for the construction of the South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project. This project includes the construction of water main, storm sewer, sidewalks, and new pavement between Lincoln Way and the end of the existing South Cypress Street, approximately 140' south of the intersection of South Cypress Street and Ravine Park Lane. The project also includes the re-configuration of the Mayhew Avenue entrance to East High School and Nodland Elementary School. This project has a completion date of August 11, 2017.

### **FINANCIAL IMPACT:**

This project is funded using Donner Abated GO Bonds under CIP 719-207 "South Cypress Extension". The Engineer's opinion of probable construction cost for the work is \$1,245,000. The portion of the City's construction is \$915,000; the school district's portion is \$330,000. The school district's portion will be reimbursed upon completion of construction. The project currently has an available balance of \$684,400.39. Additional finds will be requested in the FY18 CIP.

### **RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure  
Focus Area – Grow Sioux City

**ALTERNATIVES:**

None

**ATTACHMENTS:**

Resolution  
Contracts (**Hard Copies**)

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE BOND  
WITH STEVE HARRIS CONSTRUCTION INC. IN THE AMOUNT OF  
\$1,141,117.11 FOR THE SOUTH CYPRESS STREET EXTENSION, RAVINE  
PARK LANE TO LINCOLN WAY PROJECT (PROJECT NO. 6841-719-207)

WHEREAS, the City Council has previously awarded a contract to Steve Harris Construction Inc. of Homer, Nebraska in the amount of \$1,141,117.11 for the construction of the South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project; and

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

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

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

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

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the contract and performance bond submitted by Steve Harris Construction Inc. of Homer, Nebraska in the amount of \$1,141,117.11 for the construction of the South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project in Sioux City, Iowa, is hereby approved and the City Manager and City Clerk are hereby authorized and directed to execute said contract for and on behalf of the City of Sioux City, Iowa. Upon execution of the contract by the City Manager as authorized herein, the contract shall be in full force and effect and not before.

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

PASSED AND APPROVED: January 9, 2017 \_\_\_\_\_  
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:** January 9, 2017      **ACTION ITEM #** 10A

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

**SUBJECT:** **Resolution accepting the work and authorizing final payment to K & S LLC dba Nelson Construction and Development for the Wilbur Aalfs Skylight Replacement Project (529 Pierce Street).**

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|--|---|

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**RECOMMENDATION:**

Staff respectfully requests Council approve the resolution accepting the work and authorizing final payment in the amount of \$6,507.50 now and \$15,117.50 in 30 days payable to K & S LLC dba Nelson Construction and Development of Sioux City, Iowa for the Wilbur Aalfs Skylight Replacement Project (529 Pierce Street).

**DISCUSSION:**

A contract was awarded to K & S LLC dba Nelson Construction and Development of Sioux City, Iowa on December 7, 2015 pursuant to Resolution No. 2015-0917. The work has been completed and approved by City staff.

The contract history is as follows:

|                     |                              |  |
|---------------------|------------------------------|--|
| \$296,000.00        | Original Contract Amount     |  |
| \$5,800.00          | Contract Change Order No. 1  | Labor and material to install hanging baffles on bottom of granite beam below skylight |
| \$550.00            | Contract Change Order No. 2  | AET to provide Certified Welding Inspector for field welds on the skylight structure   |
| <b>\$302,350.00</b> | <b>Final Contract Amount</b> |  |

The final construction cost is \$302,350.00 which is approximately 2.16% above the original contract amount.

**FINANCIAL IMPACT:**

FY15 CIP 319-008 "Aalfs (Main) Library Skylight Replacement" will be used toward this project.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibilities - City Infrastructure Vision; Renew our existing infrastructure, facilities and installations.

**ALTERNATIVES:**

None

**ATTACHMENTS:**

Resolution  
Contractor's Affidavit of Release of Liens  
Contractor's Affidavit of Payment of Debts and Claims  
Consent of Surety to Final Payment  
Application for Payment No. 3 & Final No. 4 Retainage

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION ACCEPTING THE WORK AND AUTHORIZING FINAL PAYMENT  
TO K & S LLC DBA NELSON CONSTRUCTION AND DEVELOPMENT FOR THE  
WILBUR AALFS SKYLIGHT REPLACEMENT PROJECT (529 PIERCE STREET).

WHEREAS, on December 7, 2015, Sioux City, Iowa, entered into a contract with K & S LLC dba Nelson Construction and Development of Sioux City, Iowa for the Wilbur Aalfs Skylight Replacement Project (529 Pierce Street) ("the project") within the City as therein described; and

WHEREAS, said contractor has satisfactorily completed the construction of the project in accordance with the terms and conditions of said contract and the plans and specifications as shown by the Application for Payment on Contract filed with the City Clerk on January 9, 2017, and attached hereto and made a part hereof; and

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

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

- A. The said Application for Payment on Contract, be, and the same is hereby approved and adopted and the project is hereby approved and accepted as having been fully completed in accordance with the said plans and specifications and contract and the total project cost of the project under said contract is hereby determined to be \$302,435.00 as shown in said Application for Payment on Contract.
- B. The Director of Finance be, and she is hereby authorized and directed to issue a check in the amount of \$6,507.50 now and in the amount of \$15,117.50 in thirty days provided there are no liens or claims against retainage on file, payable from the appropriate fund in favor of K & S LLC dba Nelson Construction and Development for the construction of the project.

PASSED AND APPROVED: January 9, 2017

Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

Bond No. NIA1460

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER



**TO OWNER:**

*(Name and address)*

City of Sioux City  
P. O. Box 447  
Sioux City, IA 51102

**ARCHITECT'S PROJECT NO.:**

CONTRACT PO# Wilbur Aails Library Skylight Replacement Project

**PROJECT:**

*(Name and address)*

**CONTRACT DATED:**

Wilbur Aails Library Skylight Replacement Project

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Owner name and address of Surety)*

Merchants National Bonding, Inc.  
6700 Westown Parkway  
West Des Moines, IA 50266-7754

, SURETY,

on bond of  
*(Name and address of Contractor)*

K & S L.L.C. dba Nelson Construction and Development  
1104 4th St.  
Sioux City, IA 51101

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
*(Owner name and address of Owner)*

City of Sioux City  
P. O. Box 447  
Sioux City, IA 51102

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREBY, the Surety has hereunto set its hand on this date: November 1, 2016  
*(Print in capital letters following by the month, day and year.)*

Attest:  
(Seal)

*(Handwritten signature)*



Merchants National Bonding, Inc.

*(Signature)*

By: *Enid P. Devries*

*(Signature of authorized representative)*

Enid P. Devries

Attorney-in-Fact

*(Printed name and title)*

Surety Phone No. 515-243-8171

**CONTRACTOR'S  
AFFIDAVIT OF  
PAYMENT OF  
DEBTS AND CLAIMS**

AIA Document G706

OWNER  
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO (Owner)

City of Sioux City  
405 6th ST.  
Sioux City, IA 51101

ARCHITECT'S PROJECT NO: 2015008

CONTRACT FOR: General Construction

CONTRACT DATE: 12-7-2015

PROJECT: Wilbur Aals Library Skylight Replacement  
(name, address) 529 Pierce ST, Sioux City, IA 51101

State of: Iowa

County of: Woodbury

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

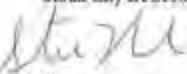
None

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.  
Indicate attachment: (yes  ) (no  ).  
The following supporting documents should be attached hereto if required by the Owner:
  1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
  2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
  3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

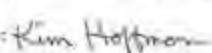
CONTRACTOR: K & S LLC, dba Nelson Construction & Development

Address: 2805 W 4th ST.  
Sioux City IA 51103

BY: 

Steve Nelson  
Subscribed and sworn to before me this

27<sup>th</sup> day of October 2014

Notary Public: 

My Commission Expires: 10/19/18

**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

AIA DOCUMENT G706A

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER



TO (Owner)

City of Sioux City  
405 6th ST  
Sioux City, IA 51101

ARCHITECT'S PROJECT NO: 2015008

CONTRACT FOR: General Construction

PROJECT: Wilbur Aals Library Skylight Replacement  
(name, address) 529 Pierce ST, Sioux City, IA 51101

CONTRACT DATE: 12-7-2015

State of: Iowa

County of: Woodbury

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

None

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: K & S LLC, dba Nelson Construction & Development

Address: 2805 W 4th ST  
Sioux City IA 51103

BY:

*Steve Nelson*

Steve Nelson  
Subscribed and sworn to before me this  
27<sup>th</sup> day of October, 2015

Notary Public: *Kim Hoffman*

My Commission Expires: 10/1/18



**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION  
 PROJECT:  
 Wilbur Aals Library Skylight Replacement  
 529 Pierot ST  
 Sioux City, IA 51101

Page 2 of 2 Pages

| Item No.         | Description of Work     | Scheduled Value | Work Completed                    |             | Materials Presently Stored (Not in D or E) | Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Remaining |
|------------------|-------------------------|-----------------|-----------------------------------|-------------|--|--|---------|---------------------------|-----------|
|                  |                         |                 | From Previous Application (D + E) | This Period |  |  |         |                           |           |
| 1                | General Conditions      | 38,300.00       | 38,300.00                         |             |  | 38,300.00                                | 100%    |                           | 1,915.00  |
| 2                | Demolition              | 3,400.00        | 3,400.00                          |             |  | 3,400.00                                 | 100%    |                           | 170.00    |
| 3                | Structural Steel        | 54,378.00       | 54,378.00                         |             |  | 54,378.00                                | 100%    |                           | 2,718.90  |
| 4                | Roofing                 | 24,600.00       | 24,600.00                         |             |  | 24,600.00                                | 100%    |                           | 1,230.00  |
| 5                | Skylight                | 167,532.00      | 167,532.00                        |             |  | 167,532.00                               | 100%    |                           | 8,376.60  |
| 6                | Drywall/Framing/Thermal | 6,840.00        | 6,840.00                          |             |  | 6,840.00                                 | 100%    |                           | 342.00    |
| 7                | Electrical              | 950.00          | 450.00                            |             |  | 950.00                                   | 100%    |                           | 47.50     |
| 8                | CO #1                   | 5,800.00        | 5,00.00                           |             |  | 5,800.00                                 | 100%    |                           | 290.00    |
| 9                | CO #2                   | 550.00          | 550.00                            |             |  | 550.00                                   | 100%    |                           | 27.50     |
| 10               |                         |                 |                                   |             |  |  |         |                           |           |
| 11               |                         |                 |                                   |             |  |  |         |                           |           |
| 12               |                         |                 |                                   |             |  |  |         |                           |           |
| 13               |                         |                 |                                   |             |  |  |         |                           |           |
| 14               |                         |                 |                                   |             |  |  |         |                           |           |
| 15               |                         |                 |                                   |             |  |  |         |                           |           |
| 16               |                         |                 |                                   |             |  |  |         |                           |           |
| 17               |                         |                 |                                   |             |  |  |         |                           |           |
| 18               |                         |                 |                                   |             |  |  |         |                           |           |
| 19               |                         |                 |                                   |             |  |  |         |                           |           |
| 20               |                         |                 |                                   |             |  |  |         |                           |           |
| 21               |                         |                 |                                   |             |  |  |         |                           |           |
| 22               |                         |                 |                                   |             |  |  |         |                           |           |
| 23               |                         |                 |                                   |             |  |  |         |                           |           |
| 24               |                         |                 |                                   |             |  |  |         |                           |           |
| 25               |                         |                 |                                   |             |  |  |         |                           |           |
| 26               |                         |                 |                                   |             |  |  |         |                           |           |
| 27               |                         |                 |                                   |             |  |  |         |                           |           |
| 28               |                         |                 |                                   |             |  |  |         |                           |           |
| SUBTOTALS PAGE 2 |                         | 302,350.00      | 295,500.00                        |             | 6,850.00                                   | 302,350.00                               | 100%    |                           | 15,117.50 |

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

**PROJECT:**

Wilbur Aalfs Library Skylight Replacement

529 Pierco ST

Sioux City, IA 51101

Page 2 of 2 Pages

APPLICATION NUMBER: Final  
 12/08/16  
 PERIOD 10:  
 10-Oct-16  
 ARCHITECT'S PROJECT NO:  
 2015008

| Item No.         | Description of Work     | Scheduled Value | Work Completed                    |             | Materials Presently Stored (Not in D or E) | Total Completed And Stored To Date (D + E) | % (G/C) | Balance To Finish (C - G) | Retention |
|------------------|-------------------------|-----------------|-----------------------------------|-------------|--|--|---------|---------------------------|-----------|
|                  |                         |                 | From Previous Application (D + E) | This Period |  |  |         |                           |           |
| 1                | General Conditions      | 38,300.00       | 38,300.00                         |             |  | 38,300.00                                  | 100%    |                           |           |
| 2                | Demolition              | 3,400.00        | 3,400.00                          |             |  | 3,400.00                                   | 100%    |                           |           |
| 3                | Structural Steel        | 54,378.00       | 54,378.00                         |             |  | 54,378.00                                  | 100%    |                           |           |
| 4                | Roofing                 | 24,600.00       | 24,600.00                         |             |  | 24,600.00                                  | 100%    |                           |           |
| 5                | Skylight                | 167,532.00      | 167,532.00                        |             |  | 167,532.00                                 | 100%    |                           |           |
| 6                | Drywall/Framing/Thermal | 6,840.00        | 6,840.00                          |             |  | 6,840.00                                   | 100%    |                           |           |
| 7                | Electrical              | 950.00          | 950.00                            |             |  | 950.00                                     | 100%    |                           |           |
| 8                | CO #1                   | 5,800.00        | 5,800.00                          |             |  | 5,800.00                                   | 100%    |                           |           |
| 9                | CO #2 Testing           | 550.00          | 550.00                            |             |  | 550.00                                     | 100%    |                           |           |
| 10               |                         |                 |                                   |             |  |  |         |                           |           |
| 11               |                         |                 |                                   |             |  |  |         |                           |           |
| 12               |                         |                 |                                   |             |  |  |         |                           |           |
| 13               |                         |                 |                                   |             |  |  |         |                           |           |
| 14               |                         |                 |                                   |             |  |  |         |                           |           |
| 15               |                         |                 |                                   |             |  |  |         |                           |           |
| 16               |                         |                 |                                   |             |  |  |         |                           |           |
| 17               |                         |                 |                                   |             |  |  |         |                           |           |
| 18               |                         |                 |                                   |             |  |  |         |                           |           |
| 19               |                         |                 |                                   |             |  |  |         |                           |           |
| 20               |                         |                 |                                   |             |  |  |         |                           |           |
| 21               |                         |                 |                                   |             |  |  |         |                           |           |
| 22               |                         |                 |                                   |             |  |  |         |                           |           |
| 23               |                         |                 |                                   |             |  |  |         |                           |           |
| 24               |                         |                 |                                   |             |  |  |         |                           |           |
| 25               |                         |                 |                                   |             |  |  |         |                           |           |
| 26               |                         |                 |                                   |             |  |  |         |                           |           |
| 27               |                         |                 |                                   |             |  |  |         |                           |           |
| 28               |                         |                 |                                   |             |  |  |         |                           |           |
| SUBTOTALS PAGE 2 |                         | 302,350.00      | 302,350.00                        |             |  | 302,350.00                                 | 100%    |                           |           |

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 10B

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

**SUBJECT:** **Resolution accepting the work and authorizing final payment to Winkler Roofing, Inc. for the 2016 Re-Roof Project: Graceland Mausoleum, Facilities Maintenance Facility, East/West Pedestrian Skywalk from 707 4<sup>th</sup> Street to 801 4<sup>th</sup> Street and North/South Pedestrian Skywalk from 700 4<sup>th</sup> Street to 707 4<sup>th</sup> Street in Sioux City, Iowa.**

---

|              |                                     |                     |                                     |                    |                                     |               |                                     |              |
|--------------|-------------------------------------|---------------------|-------------------------------------|--------------------|-------------------------------------|---------------|-------------------------------------|--------------|
| 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 |
|--------------|-------------------------------------|---------------------|-------------------------------------|--------------------|-------------------------------------|---------------|-------------------------------------|--------------|

---

### **RECOMMENDATION:**

Staff respectfully requests Council approve the resolution accepting the work and authorizing final payment in the amount of \$75,050.00 now and \$7,685.00 in 30 days payable to Winkler Roofing Inc. for the 2016 Re-Roof Project: Graceland Mausoleum, Facilities Maintenance Facility, East/West Pedestrian Skywalk from 707 4<sup>th</sup> Street to 801 4<sup>th</sup> Street and North/South Pedestrian Skywalk from 700 4<sup>th</sup> Street to 707 4<sup>th</sup> Street in Sioux City, Iowa.

### **DISCUSSION:**

A contract was awarded to Winkler Roofing Inc. of Sioux City, Iowa on March 14, 2016 pursuant to Resolution No. 2016-0186. The work has been completed and approved by City staff.

The final construction cost is \$153,700.00. No change orders were issued during this contract.

Retainage held is 5% of the total project or \$7,685.00. This will be paid in 30 days, leaving the current payment due of \$75,050.00.

### **FINANCIAL IMPACT:**

This project was funded in FY15 CIP No. 889-003 "City Wide Roof Maintenance and Replacement" which has an available cash balance of \$140,904.00 and though FY15 CIP No. 758-201 "Skywalk Rehabilitation" which has an available cash balance of \$64,081.99.

### **RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibilities - City Infrastructure Vision; Renew our existing infrastructure, facilities and installations.

**ALTERNATIVES:**

None

**ATTACHMENTS:**

Resolution  
Contractor's Affidavit of Release of Liens  
Contractor's Affidavit of Payment of Debts and Claims  
Consent of Surety to Final Payment  
Application for Payment No. 3 & Final No. 4 Retainage  
Roof Warranties

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION ACCEPTING THE WORK AND AUTHORIZING FINAL PAYMENT TO WINKLER ROOFING, INC. FOR THE 2016 RE-ROOF PROJECT: GRACELAND MAUSOLEUM, FACILITIES MAINTENANCE FACILITY, EAST/WEST PEDESTRIAN SKYWALK FROM 707 4TH STREET TO 801 4TH STREET AND NORTH/SOUTH PEDESTRIAN SKYWALK FROM 700 4TH STREET TO 707 4TH STREET IN SIOUX CITY, IOWA.

WHEREAS, on March 14, 2016, Sioux City, Iowa, entered into a contract with Winkler Roofing Inc. of Sioux City, Iowa for the 2016 Re-Roof Project: Graceland Mausoleum, Facilities Maintenance Facility, East/West Pedestrian Skywalk from 707 4<sup>th</sup> Street to 801 4<sup>th</sup> Street and North/South Pedestrian Skywalk from 700 4<sup>th</sup> Street to 707 4<sup>th</sup> Street in Sioux City, Iowa ("the project") within the City as therein described; and

WHEREAS, said contractor has satisfactorily completed the construction of the project in accordance with the terms and conditions of said contract and the plans and specifications as shown by the Application for Payment on Contract filed with the City Clerk on January 9, 2017, and attached hereto and made a part hereof; and

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

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

- A. The said Application for Payment on Contract, be, and the same is hereby approved and adopted and the project is hereby approved and accepted as having been fully completed in accordance with the said plans and specifications and contract and the total project cost of the project under said contract is hereby determined to be \$153,700.00 as shown in said Application for Payment on Contract.
- B. The Director of Finance be, and she is hereby authorized and directed to issue a check in the amount of \$75,050.00 now and in the amount of \$7,685.00 in thirty days provided there are no liens or claims against retainage on file, payable from the appropriate fund in favor of Winkler Roofing Inc. for the construction of the project.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

 AIA® Document G707™ – 1994**Consent of Surety to Final Payment**

|   |                             |                       |   |
|---|-----------------------------|-----------------------|---|
| PROJECT: <i>(Name and address)</i>                      | ARCHITECT'S PROJECT NUMBER: | 99970                 | OWNER <input checked="" type="checkbox"/> |
| GRACELAND<br>SKYWALK<br>SIGN SHOP                       | CONTRACT FOR:               | ROOF REPLACEMENT 2016 | ARCHITECT <input type="checkbox"/>        |
|   |                             |                       | CONTRACTOR <input type="checkbox"/>       |
| TO OWNER: <i>(Name and address)</i>                     | CONTRACT DATED:             |                       | SURETY <input type="checkbox"/>           |
| CITY OF SIOUX CITY<br>405 6TH ST<br>SIOUX CITY IA 51101 |                             |                       | OTHER <input type="checkbox"/>            |

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

MERCHANTS BONDING COMPANY  
2100 FLEUR DR.  
DES MOINES IA 50321

, SURETY

on bond of

*(Insert name and address of Contractor)*

WINKLER ROOFING, INC.  
3325 28TH STREET  
SIOUX CITY IA 51105

, CONTRACTOR

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety of any of its obligations to

*(Insert name and address of Owner)*

CITY OF SIOUX CITY  
405 6HT ST  
SIOUX CITY IA 51101

, OWNER

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

*(Insert in writing the month followed by the numeric date and year.)*

Merchants Bonding Company  
*(Surety)*



*Lauri Hummelgard*  
*(Signature of authorized representative)*

Lauri Hummelgard, esr/agent  
*(Printed name and title)*

Attest,  
(Seal)

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**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Christopher C Blake; Jeff Wooldridge; Joshua J Nichols; Kent Hollrah; Kim Kragel; Kurt M Miller; Lauri Hummelgard; Mark R Brasel; Michael Carpenter; Michael R Goslin

of **Mapleton** and State of **Iowa** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surely any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 31st day of **October**, 2014.



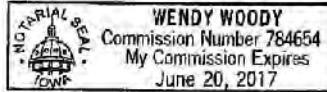
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 31st day of **October**, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Wendy Woody*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of **October**, 2016.



*William Warner Jr.*  
Secretary

POA 0014 (7/14)



# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

|   |  |   |
|---|--|---|
| PROJECT: (Name and address)<br>GRACELAND<br>SKYWALK<br>SIGN SHOP                        | ARCHITECT'S PROJECT NUMBER: 99970      | OWNER <input checked="" type="checkbox"/> |
|   | CONTRACT FOR:<br>ROOF REPLACEMENT 2016 | ARCHITECT <input type="checkbox"/>        |
|   |  | CONTRACTOR <input type="checkbox"/>       |
| TO OWNER: (Name and address)<br>CITY OF SIOUX CITY<br>405 6TH ST<br>SIOUX CITY IA 51101 | CONTRACT DATED:                        | SURETY <input type="checkbox"/>           |
|   |  | OTHER <input type="checkbox"/>            |

STATE OF: IOWA

COUNTY OF: WOODBURY

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: NONE

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment:  Yes  No

The following supporting documents should be attached hereto if required by the Owner:

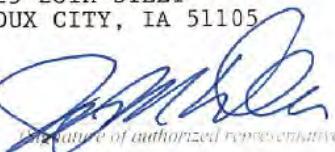
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

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CONTRACTOR: (Name and address)  
WINKLER ROOFING, INC.  
3325 28TH STREET  
SIOUX CITY, IA 51105

BY



*Signature of authorized representative*

JEFFERY M. WINKLER  
(Printed name and title) PRESIDENT

Subscribed and sworn to before me on this day:

Notary Public



My Commission Expires:



 **AIA** Document G706A™ – 1994**Contractor's Affidavit of Release of Liens**

PROJECT: (Name and address)

ARCHITECT'S PROJECT NUMBER: 99970

OWNER GRACELAND  
SKYWALK  
SIGN SHOPCONTRACT FOR:  
ROOF REPLACEMENT 2016ARCHITECT CONTRACTOR 

TO OWNER: (Name and address)

CONTRACT DATED:

SURETY CITY OF SIOUX CITY  
405 6TH ST  
SIOUX CITY IA 51101OTHER 

STATE OF: IOWA

COUNTY OF: WOODBURY

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: NONE

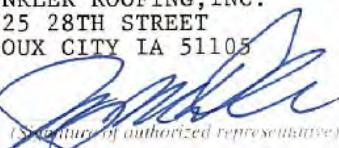
## SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

WINKLER ROOFING, INC.  
3325 28TH STREET  
SIOUX CITY IA 51105

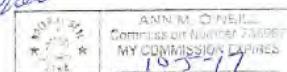
BY:

  
(Signature of authorized representative)JEFFERY M. WINKLER PRESIDENT  
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



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# AIA Document G702™ – 1992

## Application and Certificate for Payment

TO OWNER: CITY OF SIOUX CITY  
405 6TH ST  
SIOUX CITY IA 51101

PROJECT: ROOF REPLACEMENT 2016

APPLICATION NO: #3 - SIGN SHOP  
PERIOD TO: 9/1/16 TO 10/31/16

Distribution to:  
OWNER

FROM CONTRACTOR:  
WINKLER ROOFING, INC.  
3325 28TH STREET  
SIOUX CITY, IA 51105

VIA ARCHITECT:

CONTRACT FOR:

ARCHITECT

CONTRACT DATE:

CONTRACTOR

PROJECT NO: 99970

FIELD

OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

|  |               |
|--|---------------|
| 1. ORIGINAL CONTRACT SUM                               | \$ 153,700.00 |
| 2. NET CHANGE BY CHANGE ORDERS                         | \$            |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                   | \$ 153,700.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ 153,700.00 |

|   |             |
|---|-------------|
| 5. RETAINAGE:                                       |             |
| a. 5 % of Completed Work<br>(Columns D + E on G703) | \$ 7,685.00 |
| b. % of Stored Material<br>(Column F on G703)       | \$          |

Total Retainage (Lines 5a + 5b, or Total in Column F of G703) ... \$ 7,685.00

6. TOTAL EARNED LESS RETAINAGE ... \$ 146,015.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ... \$ 70,965.00  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ... \$ 75,050.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 minus Line 6) \$ 7,685.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:   
State of IOWA

Date: 10/12/16

County of: WOODBURY

Subscribed and sworn to before  
me this 12TH day of OCTOBER, 2016

Notary Public:

My commission expires: 10-5-17



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ... \$ 75,050.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: 

Date: 12-6-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$        | \$         |
| Total approved this month                          | \$        | \$         |
| <b>TOTAL</b>                                       | <b>\$</b> | <b>\$</b>  |
| NET CHANGES by Change Order                        |           |            |

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# AIA<sup>®</sup> Document G703<sup>™</sup> – 1992

## Continuation Sheet

AIA Document G702<sup>TM</sup>–1992, Application and Certificate for Payment, or G732<sup>TM</sup>–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are in U.S. dollars.

Use Column F on Contracts where variable retainerage for line items may apply.

APPLICATION NO: #3 - SIGN SHOP

APPLICATION DATE: 10/12/16

PERIOD TO: 9/1/16 TO 10/31/16

ARCHITECT'S PROJECT NO: 99970

| ITEM<br>NO. | DESCRIPTION OF WORK | SCHEDULED<br>VALUE | WORK COMPLETED                        |             | MATERIALS<br>PRESENTLY<br>STORED<br>(Not in D or E) | TOTAL<br>COMPLETED AND<br>STORED TO DATE<br>(D+E+F) | %    | BALANCE TO<br>FINISH<br>(C-G) | RETAINERAGE<br>(If variable rate) |
|-------------|---------------------|--------------------|---------------------------------------|-------------|---|---|------|-------------------------------|-----------------------------------|
|             |                     |                    | FROM PREVIOUS<br>APPLICATION<br>(D+E) | THIS PERIOD |   |   |      |                               |                                   |
| ROOFING     |                     |                    |                                       |             |   |   |      |                               |                                   |
|             | GRACELAND           | 19,200.00          | 19,200.00                             | - 0 -       |   | 19,200.00   | 100% | 960.00                        | 5%                                |
|             | SKYWALK             | 55,500.00          | 55,500.00                             | - 0 -       |   | 55,500.00   | 100% | 2,775.00                      | 5%                                |
|             | SIGN SHOP           | 79,000.00          | - 0 -                                 | 79,000.00   |   | 79,000.00   | 100% | 3,950.00                      | 5%                                |
| GRAND TOTAL |                     |                    |                                       |             |   |   |      |                               |                                   |

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**AIA Document G702™ – 1992**
**Application and Certificate for Payment**

TO OWNER: CITY OF SIOUX CITY  
405 6TH ST  
SIOUX CITY IA 51101

PROJECT: ROOF REPLACEMENT 2016

APPLICATION NO: #4 RETAINAGE  
PERIOD TO: 9/1/16 TO 10/31/16

Distribution to:

OWNER

FROM CONTRACTOR:  
WINKLER ROOFING, INC.  
3325 28TH STREET  
SIOUX CITY, IA 51105

VIA ARCHITECT:

CONTRACT FOR:

ARCHITECT

CONTRACT DATE:

CONTRACTOR

PROJECT NOS: 99970

FIELD

OTHER

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

|  |               |
|--|---------------|
| 1. ORIGINAL CONTRACT SUM                               | \$ 153,700.00 |
| 2. NET CHANGE BY CHANGE ORDERS                         | \$            |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                   | \$ 153,700.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ 153,700.00 |

5. RETAINAGE:  
 a. % of Completed Work  
 (Columns D + E on G703) \$ \_\_\_\_\_  
 b. % of Stored Material  
 (Column F on G703) \$ \_\_\_\_\_

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ \_\_\_\_\_

6. TOTAL EARNED LESS RETAINAGE  
 (Line 4 minus Line 5 Total) \$ 153,700.00

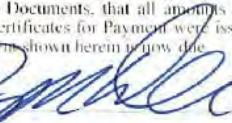
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 6 from prior Certificate) \$ 146,015.00

8. CURRENT PAYMENT DUE \$ 7,685.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 minus Line 6) \$ - 0 -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

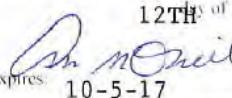
CONTRACTOR:

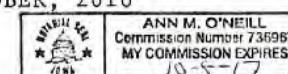
By:   
State of: IOWA

Date: 10/12/16

County of: WOODBURY  
Subscribed and sworn to before  
me this:

Notary Public:  
My commission expires: 10-5-17

12TH of OCTOBER, 2016  


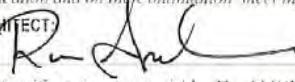

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 7,685.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: 

Date: 12-6-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$        | \$         |
| Total approved this month                          | \$        | \$         |
| TOTAL  | \$        | \$         |

NET CHANGES by Change Order \$

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# AIA® Document G703™ – 1992

## Continuation Sheet

AIA Document G703™ 1992, Application and Certificate for Payment, or G732D™ 2009, Application and Certificate for Payment, Construction Manager as Adviser Edition containing Contractor's signed certification is attached.  
In tabulations below, amounts are in US dollars.

Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO: #4 RETAIANCE  
APPLICATION DATE: 10-12-16  
PERIOD TO: 9/1/16 TO 10/31/16  
ARCHITECT'S PROJECT NO: 99970

| ITEM NO.                    | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED                     |             | MATERIALS PRESENTLY STORED<br>(Not in D or E) | TOTAL COMPLETED AND STORED TO DATE<br>(D+E+F) | %<br>(G-C) | BALANCE TO FINISH<br>(C-G) | RETAINAGE<br>(If variable rate) |
|-----------------------------|---------------------|-----------------|------------------------------------|-------------|---|---|------------|----------------------------|---------------------------------|
|                             |                     |                 | FROM PREVIOUS APPLICATION<br>(D-E) | THIS PERIOD |   |   |            |                            |                                 |
| <b>ROOFING</b>              |                     |                 |                                    |             |   |   |            |                            |                                 |
| GRACELAND                   | 19,200.00           | 19,200.00       | 960.00                             |             |   | 960.00  | 100%       | - 0 -                      | 5%                              |
| SKYWALK                     | 55,500.00           | 55,500.00       | 2,775.00                           |             |   | 2,775.00                                      | 100%       | - 0 -                      | 5%                              |
| SIGN SHOP                   | 79,000.00           | 79,000.00       | 3,950.00                           |             |   | 3,950.00                                      | 100%       | - 0 -                      | 5%                              |
| <b>TOTAL RETAIANCE OWED</b> |                     |                 |                                    |             |   | <b>7,685.00</b>                               |            |                            |                                 |
| <b>GRAND TOTAL</b>          |                     |                 |                                    |             |   |   |            |                            |                                 |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Effective Date: June 13, 2016

Warranty Number: 1027347JUN16STD

Mule-Hide Products Co., Inc. Standard NDL System Warranty for Commercial Buildings

**Building Owner: City of Sioux City**

## Graceland Mausoleum

Building Address: 2701 South Lakeport  
Sioux City, IA 51106

In consideration of the warranty fee paid by the above-named Building Owner ("Owner") and the representation to Mule-Hide by the independent contractor hired by the Owner and registered with Mule-Hide to apply for warranties ("Eligible Contractor") that the Mule-Hide Standard System ("System") will remain in good condition in accordance with the applicable specifications of the Mule-Hide Protection Co. ("Mule-Hide") warranty for a period of time following the date of installation ("Effective Date"), the Owner and the Eligible Contractor, for the benefit of the Owner, warrant that the System will remain in good condition on the Building for a period of **TWENTY (20) YEARS** from the above Effective Date ("Term of Warranty"), provided, however, that the System shall have been installed by Eligible Contractor using Mule-Hide products and/or other material approved in writing by Mule-Hide. System for purposes of this Warranty shall mean only the membranes, other components supplied by Mule-Hide, and shall exclude the roof insulation, deck, support system and metal flashings. The warranty coverage of wall, perimeter walk and other adjacent structures is not covered. There is no roof leak limitation ("NL") for covered repairs. Any dispute concerning the validity of a particular Mule-Hide claim arising out of or relating to this warranty shall be referred to the Mule-Hide Protection Co. ("Mule-Hide Protection Co.") in accordance with the terms of the applicable Mule-Hide Protection Co. ("Mule-Hide Protection Co.") Protection Indemnity Agreement. Accepting the Mule-Hide Protection Indemnity Agreement is a condition precedent to acceptance of this warranty. The System is not intended for commercial structures and is not used for owner's personal or household purposes. In consideration of the protection afforded by this Warranty, Owner agrees to accept the following Terms, Conditions and Limitations:

- Within ten (10) days after Owner or any of its agents discovers or has a reasonable person in Owner's or agent's position would have discovered any leak, Owner must give written notice ("Notice") to Mule-Hide of the existence of each leak in the System.
- Mule-Hide shall have the right to inspect the System after receiving the Notice to determine the cause(s) of the leak before incurring any obligation to repair. A re-inspection fee (in accordance with Mule-Hide's standard charges) shall be paid by Owner to Mule-Hide in the event the cause of the leak is not covered by the Warranty. If, upon Mule-Hide's inspection, Mule-Hide determines that the leaks in the System are caused by defects in Mule-Hide's materials or workmanship of the Contractor, Owner's remedies and Mule-Hide's liability shall be limited to Mule-Hide's repair of the System using methods determined to be sufficient to repair Mule-Hide's defects. In no event shall Mule-Hide be obliged to perform additional services (e.g. roof drain equipment relocation, etc. roof removal, etc.) or provide materials beyond the scope of the Owner's original contract with Contractor.
- This Warranty is not assignable by Owner; provided, however, Mule-Hide may issue a new warranty if the following conditions are met:
  - A written request for a new warranty is submitted to Mule-Hide by Owner and the Owner is in good standing under the Warranty.
  - The roof is inspected by Mule-Hide within a thirty (30) day period prior to the proposed effective date of the new warranty and the condition of the roof is approved by Mule-Hide; and
  - An administrative and re-inspection fee in an amount determined by Mule-Hide is paid to Mule-Hide.A new warranty will then be issued to the new Owner for the remaining term of Warranty containing terms and conditions required by Mule-Hide.
- If the System is damaged by any of the following causes, the Warranty shall not apply to such damages:
  - Any natural cause, including but not limited to lightning, peak gust wind speeds in excess of 55 mph, hurricane, tornado, hail, the presence or presence of plant, mold, fungi, bacteria, insects or an animal, or earth quake, any details resulting from any of these causes.
  - Act of negligence, accident, misuse or abuse, including but not limited to vandalism, fire, falling object, civil disturbance, or act of war.
  - The use in the System of metal work, coping, counter-flashing, rain-carrying components or other materials not furnished by Mule-Hide.
  - Environmental failure, chemical attack or the presence within or outside the Building of any commercial or industrial solvent, acid, caustic fluid, petroleum product, waste, grease, asbestos, paint or plasterer.
  - Negligence of a contractor who is not the Eligible Contractor, or failure of the incident or the workmanship provided by such a contractor.
  - Interior condensation and any resulting damage or condition, including but not limited to, mold, fungi or bacteria.
  - The transmission of moisture through or around the building through any mechanism other than through the System, including but not limited to, any structural defect, wall, other building structure, or anything that penetrates the System, including but not limited to any vent, coping or roofing equipment, any roof returning damage or condition, including but not limited to mold, fungi or bacteria.
  - Any failure, settlement or movement of the roof structure, roof deck or substrate.
  - Defects in the building or roof design.
- Decurrence of any of the following shall cancel Mule-Hide's obligations under the Warranty:
  - Alteration or repair made to or through the roof without prior written authorization from Mule-Hide.
  - Placement upon or attachment to the roof of any object (including but not limited to any structure, fixture or utility) without prior written authorization from Mule-Hide.
  - Owner's or the Building occupant's failure to use reasonable care in maintaining the roof including, but not limited to, items listed on the reverse side of this document titled "Mule-Hide Owner's Care and Maintenance Information".
  - External positive pressure condition which causes or contributes to a catastrophic failure of the roof.
  - Owner's sale of the Building or corporate assignment of this Warranty.
  - Owner's failure to comply with every Term, Condition and Limitation in this Warranty.
- Mule-Hide, its agents, employees and contractors shall have unrestricted access to the roof during regular business hours. By accepting this Warranty, Owner agrees to arrange for removal of water, snow, ice, equipment, any paving or overburden at Owner's expense to allow for investigation or repair to be made.
- Claims for installation, supplies and services shall have been paid in full to Eligible Contractor and all material suppliers before Mule-Hide incurs any obligation or liability under the Warranty. It is the Owner's sole responsibility to confirm that payment has been made to Eligible Contractor and all material suppliers.
- The failure of Mule-Hide at any time to assert or enforce any Term, Condition and Limitation shall not be construed to be a waiver thereof, or of any other Term, Condition or Limitation.
- Any and all other express warranties are superseded hereby and this Warranty is in lieu thereof.
- Owner acknowledges that the Eligible Contractor is not an agent or other legal representative of Mule-Hide. Mule-Hide is not liable for any promise, representation or other responsibility of Eligible Contractor or any other party. This warranty is not binding upon Mule-Hide unless executed by an executive officer of Mule-Hide or a duly authorized employee of Mule-Hide's Warranty Department. No representative or employee of Mule-Hide, or any other party, may be held responsible for any statement or representation made by an executive officer of Mule-Hide. This Warranty constitutes the entire understanding of the parties with respect to the two subject matter contained herein, and revokes and supersedes all prior agreements, whether written or oral, between the parties. This warranty shall take precedence over any other documents or representations (whether oral or written, and by whomver made) which may conflict with this Warranty.
- The predominant factor in the construction and performance of the System is the design and construction services of this contractor and not the sale of goods. In addition, Owner acknowledges that Owner had a duty to themselves to exercise reasonable care in the selection of a contractor.
- Mule-Hide is not liable for the clearlessness or discoloration of the System caused by environmental conditions including but not limited to dust, pollutants or any biological agent.

MULE-HIDE DOES NOT EVALUATE THE ARCHITECTURE OR ENGINEERING USED IN THE DESIGN OF A ROOF OR THE SELECTION OF A ROOF SYSTEM. OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE SYSTEM. MULE-HIDE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. MULE-HIDE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS PROVIDED HEREIN. MULE-HIDE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE OR THEORY OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE, (I) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF PROFIT OR DAMAGE TO THE BUILDING OR ANY MERCHANDISE OR OTHER CONTENTS THEREIN, FOR WHATEVER CAUSE INCLUDING BUT NOT LIMITED TO MOULD, FUNGI, AND BACTERIA, AND (II) FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY MULE-HIDE'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF, NOR SHALL MULE-HIDE BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OTHER THAN THE LIABILITY SET FORTH ABOVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDY PROVIDED FOR HEREIN FAILS OF ITS PURPOSE. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF MULE-HIDE IS THE PREVAILING PARTY, OWNER SHALL REIMBURSE MULE-HIDE FOR ALL OF MULE-HIDE'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, MULE-HIDE WILL BE DEEMED THE PREVAILING PARTY IF THE OWNER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT.

MULE-HIDE PRODUCTS CO., INC.

PAGE 1 of 2

By Amal Khan Its

### Senior Technical Service Administrator

June 30, 2016

**Date of issuance**

## **Building Owner's Roof Care and Maintenance Guidelines** ver 2.01

**Thank you for choosing a Mule-Hide Roofing System!** Following are guidelines on how to care for your roof to help ensure a long useful service life. The manufacturer's warranty is not a maintenance program or agreement. There are various items associated with your roof system that are not covered under the warranty. It is the responsibility of the Building Owner to regularly inspect and maintain the roof.

Mule-Hide strongly recommends the Building Owner institutes an annual maintenance program with written documentation of any activities on the roof. Maintain a log of maintenance procedures and people accessing the roof. This aids the building owner in determining the source of any damage to the roof. Your roofing system should be inspected at least twice a year (once in the spring and once in the fall) and after every major storm. These inspections should be performed by a Mule-Hide Warranty Eligible Applicator or by someone specially trained in roofing systems.

**READ YOUR WARRANTY CAREFULLY BEFORE EXECUTING ANY ROOF-TOP WORK OR FILING OF A CLAIM.**

*Understand the Terms and Conditions to avoid adversely affecting the warranty.*

### General Guidelines

1. Keep the roof surface clean of debris, especially at drain areas to avoid clogging. Good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rain. Keeping the roof clear of debris will allow for proper water run-off and avoid overloading the roof with standing water.
2. Keep chemical and petroleum products (acids, chemicals, solvents, greases, oils, or any liquids containing petroleum products) off the membrane to avoid degradation. If swelling occurs, contact Mule-Hide immediately.
3. Do not exhaust kitchen wastes (vegetable oils) or other animal fats directly onto the roof surface. If incidental contact is likely, contact Mule-Hide for recommendations on preventative measures.
4. TPO and PVC membranes may be used for restaurant roofs but must have a rooftop maintenance program in-place to ensure that accumulations of animal fats/grease are regularly removed and the membrane surface is cleaned periodically. See Mule-Hide's Care and Maintenance Overview for specific cleaning instructions.
5. Walkways must be provided if regular rooftop traffic is required, such as servicing of rooftop equipment. Exercise caution when not walking on walkways, especially on white membranes (White-on-Black, EPDM, Elastomeric Acrylic Coatings, TPO and PVC) since ice or frost build-up may not be visible. All membranes are slippery when wet.
6. When it is necessary for workers to be on the roof to service rooftop equipment, e.g., HVAC units, antennas, etc., workers should be cautioned to use walkways and to exercise care with their tools and equipment to avoid puncturing the roofing membrane. Mule-Hide recommends that the building owner or property manager keep a "Roof-top Maintenance and Activity Log" to track dates and activities by personnel or other trades.
7. Handprints, footprints, general traffic grime, industrial pollutants and environmental dirt may be cleaned from the surface of the membrane by scrubbing with detergent and water, then rinsing with clean water. To maximize and maintain reflectivity, white membrane(s) should be cleaned once every two years.
8. Keep roof maintenance items, such as counterflashings, metal curbs, metal ducts, etc. sealed watertight at all times. All exposed mastics and sealants regardless of the purpose or function, are required maintenance items to be remediated by the Building Owner, including but not limited to pitch pan and metal flashing sealants.
9. Loss of granules from mineral surfaced membranes is typical and not a manufacturing defect. In cases of granule loss that becomes more noticeable, additional surfacing should be applied as directed by Mule-Hide.
10. Protective elastomeric coating systems will oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material. Warranties that include an elastomeric coating as a protective surfacing of a membrane may require periodic recoating at specified intervals to maintain the warranty coverage. The Building Owner is responsible for all costs to perform any specified recoating.
11. Examine all areas adjacent to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone or tiles, loose and improperly sealed counterflashings, etc., may be the source of leaks that are inadvertently blamed on the roofing system. These items need to be addressed by properly trained personnel to avoid damage to the roof system.
12. If any changes are to be made to the roofing system (HVAC equipment, TV antennas, tie-ins to new roofing systems, etc.), contact Mule-Hide for prior approval. Work directly related to the roofing system must be accomplished by a Mule-Hide Warranty Eligible Contractor.
13. If you have a leak, check for the obvious such as clogged roof drains, broken skylights, loose counterflashings, broken water pipes, leaking roof units, and storm damage. Note when the leaking occurs. Items such as heavy or light rain, wind direction, temperature and time of day are important clues for tracking suspected leaks. Does the leak start and stop with the rain, or does leaking continue after the rain has ceased?

If you believe that the leak is covered under the Mule-Hide warranty, please notify Mule-Hide's Warranty Department at (800) 786-1492 as soon as possible, and follow up with written notification in accordance with the warranty terms. Leaks resulting from the deterioration or failure of building components or physical damage are not covered by the Warranty. The building owner must pay the investigation and repair cost if the problem is found to be outside the scope of the Warranty.

For temporary repairs in the Mule-Hide membrane, use a one-part urethane sealant and contact Mule-Hide. Do not use any Asphalt Product to make repairs on any single-ply roof as it WILL degrade the membrane. If any asphalt product is used on a single-ply roofing membrane, that area will have to be removed and replaced at the Owner's expense.

The preceding information for care and maintenance for Mule-Hide roofs is not meant to be exhaustive and is for illustrative purposes only. Please refer to Mule-Hide's Care and Maintenance Overview literature on the Mule-Hide website ([www.mulehide.com](http://www.mulehide.com)) for more information. Compliance with the above items will aid in assuring a durable, watertight roofing system.

# Interstate

**MECHANICAL CORP**  
*Quality Since 1912*

418 Iowa Street, P.O. Box 1378 Sioux City, Iowa 51102 Phone: 712-255-1645 Fax: 712-255-0628

**Project:** **Skywalk**  
**4<sup>th</sup> Street & Jones**  
**Sioux City, IA 51101**

**Owner:** **City of Sioux City**  
**405 6<sup>th</sup> Street**  
**Sioux City, IA 51101**

#### **LIMITED WARRANTY**

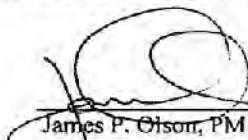
Interstate Mechanical Corp. ("Interstate") warrants that the products it sells and installs (**WHICH ARE NOT COVERED BY ANY OTHER MANUFACTURER'S WARRANTY OR WARRANTY OF ANY OTHER PARTY**) when delivered or installed shall be free of defects in workmanship or material. If any failure to conform to this warranty becomes apparent during a period of two (2) years after the effective date of the sale or installation, you must notify Interstate in writing of the failure within ten days of discovery of the failure or within ten days of the date you should reasonably have discovered the failure, whichever date should first have occurred. Interstate will repair or replace, in its sole discretion, the failure. Correction in the manner provided above shall constitute a fulfillment of all liabilities of Interstate with respect to the sale and installation of the materials and work covered by this agreement.

Products sold or installed by Interstate covered by any other manufacturer's warranty or warranty of any other party are not warranted for any purpose whatsoever by Interstate, and are in respect to Interstate sold or installed "AS IS".

**THIS LIMITED WARRANTY AND THE OBLIGATIONS AND LIABILITIES OF INTERSTATE HEREUNDER ARE EXCLUSIVE AND IN LEIU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION AND OBLIGATIONS OF INTERSTATE WITH RESPECT TO FITNESS, MERCHANTABILITY AND CONSEQUENTIAL DAMAGES) OR WHETHER OCCASIONED BY INTERSTATE'S NEGLIGENCE.**

**THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY YOU AND INTERSTATE.**

Under no circumstances will Interstate be liable for any claim under this LIMITED WARRANTY two (2) years after August 3, 2016.



09-01-16  
(DATE)

PLUMBING \* HEATING \* AIR CONDITIONING \* SHEET METAL \* INDUSTRIAL PIPING

## METAL PAINT FINISH LIMITED WARRANTY

Warranty No. PFW021728

1,080 SF

Purchaser: CITY OF SIOUX CITY

Building Identification: SKYWALK - CONVENTION / HOJO

Building Address: 4<sup>th</sup> STREET & JONES, SIOUX CITY, IA 51101

Warranty Period of THIRTY FIVE (35) Years Beginning on: AUGUST 03, 2016

Roofing Contractor: INTERSTATE MECHANICAL CORP.

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), a division of B.F. Goodrich Company, LLC, an Indiana limited liability company, warrants to the Purchaser that, subject to the Terms, Conditions and Limitations set forth below, the exterior paint finish ("Finish") on the UNA-CLAD brand coil-coated metal ("UNA-CLAD Metal") supplied by Firestone as part of the Firestone Project ("FBPC") Number listed above, will not exhibit the following exterior surface conditions, measured at the values listed below by Group: 1) Peeling, checking or cracking, except for crazing or cracking that may occur on formed edges or bands of the metal roofing panels and trim; 2) Chalking in excess of a numerical rating, Vertical and Non-Vertical, listed below, when measured in accordance with ASTM D 4214 "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," for a term not to exceed thirty (30) years, or 3) Fade or change in color in excess of the Vertical rating listed below in color difference units, as measured on exposed surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces when tested in accordance with ASTM D 2244 3.7.1 and 3.8.4, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates," for a term not to exceed thirty (30) years.

### TERMS, CONDITIONS AND LIMITATIONS

Group 1: Adhesion - 35 years, Chalk - 30 years at 6, Almond, Bone White, Glyscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Putina Green, Regal Blue, Sandstone, Sherwood Green, Sierra Tan, Sky Blue, State Gray, Stone White, Terra Cotta, Tropical Pacific, Champagne Metallic, Classic Copper, Silver Metallic

Group 2: Adhesion 35 years, Chalk - 30 years at 6, Faded - 30 years at 7: Charcoal Gray, Dark Bronze, Dark Ivy, Extra Dark Bronze, Teal

Group 3: Adhesion - 35 years, Chalk - 20 years at 8, Faded - 20 years at 9: Brandywine, Matte Black, Royal Red, Electric Blue, Award Blue

1. **Product Usage.** This Metal Paint Finish Limited Warranty ("the Limited Warranty") is limited exclusively to metal roofing panels and trim fabricated from UNA-CLAD Metal and installed in accordance with Firestone technical specifications.

2. **Notice.** In the event any peeling, cracking, chalking, fading or excessive color change are observed by the Purchaser, the Purchaser must give notice in writing or by telephone to Firestone within thirty (30) days of any such observation. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. By so notifying Firestone, the Purchaser authorizes Firestone or its designee to investigate the surface condition of the UNA-CLAD Metal.

3. **Investigation and Remedy.** Upon investigation, Firestone determines that the surface condition of the UNA-CLAD Metal is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Purchaser's sole and exclusive remedy and Firestone's total liability shall be limited to the refinishing of the UNA-CLAD Metal as determined by Firestone to require refinishing. Any and all refinishing work so performed by Firestone in compliance with this warranty shall be performed by using any standard finishing practices and materials. If the investigation reveals that the surface condition of the UNA-CLAD Metal is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Purchaser to pay for these costs shall render this Limited Warranty null and void.

4. **Disputes.** Any dispute, controversy or claim between the Purchaser and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Purchaser and Firestone do not resolve the dispute, controversy or claim in mediation, the Purchaser and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hendon County in the state of Indiana or the U.S. District Circuit, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

5. **Paint Finish Colors.** This warranty shall extend only to standard colors identified as such in Firestone's published literature at the date of issuance of this Limited Warranty or as approved in writing by Firestone. Colors identified as "metallic" by Firestone are not warranted against fade or change in color.

6. **Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone has been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incident to, the fabrication and installation of the UNA-CLAD Metal.

7. **Exclusions.** Firestone shall have no obligation under this Limited Warranty if peeling, cracking, chalking, fading or excessive color change of the UNA-CLAD Metal is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to wind, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the UNA-CLAD Metal; (c) Failure by the Purchaser to use reasonable care in maintaining the UNA-CLAD Metal and maintenance to include, but not limited to those items listed in the "Firestone / UNA-CLAD Paint Finish Cleaning and Maintenance Guide" on the reverse side of this Limited Warranty; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, masonry, HVAC units, etc.; (e) Condensation or moisture infiltration in, through, or around the walls, eaves, roofline, hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, or physical reaction, and the like which comes in contact with the UNA-CLAD Metal, including but not limited to chemical fumes, salt water spray or any installation within 1500 feet of a saltwater environment, surface temperatures that exceed 200 degrees Fahrenheit, airborne sand abrasion, metal shavings, standing water or the continuous spray of water; (h) Alterations or repairs to the metal roofing panels and trim not approved in writing by Firestone; (i) Any failure caused by the attachment or mounting of any item or device to or near the metal roofing panels and trim, or by improper handling during fabrication and installation, including but not limited to, improper equipment fabrication, storage, transportation, erection, placement, or failure to immediately remove antiseptic protective film coatings; (j) Failure to give proper notice as set forth in paragraph 1(e) above; (k) any purchased products.

8. **Transfers.** This Limited Warranty shall be transferable subject to Firestone's inspection and written approval, and to Purchaser's payment of the current transfer fee set by Firestone.

9. **Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.

10. **Access.** During the term of this Limited Warranty, Firestone's designated representative or employee shall have free access to the UNA-CLAD Metal during regular business hours. In the event that access is limited due to security or other restrictions, Purchaser shall reimburse Firestone for all reasonable cost incurred during inspection and/or refinishing of the UNA-CLAD Metal that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the UNA-CLAD Metal for inspection and/or refinishing.

11. **Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

12. **Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.

13. **Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

**FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.**

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Firestone Building Products Company, LLC  
By: Phil LaDuke

Authorized Signature:

  
Title: Director, Quality Assurance

## FIRESTONE / UNA-CLAD PAINT FINISH CLEANING AND MAINTENANCE GUIDE

Although LINA-CLAD factory-applied finishes are extremely durable, a periodic cleaning to remove build-ups of resins and other residue is a good idea to extend coating life. A variety of methods for removal of surface deposits are available. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. When heavy deposits of dirt or other contaminants dull surfaces, stronger methods may be needed.

Two precautions should be observed: (1) do not use wire brushes, abrasives, or similar cleaning tools which will mechanically abrade the coatings surface, and (2) certain cleaning agents listed below should be tested in an inconspicuous area before use on a large scale.

#### GROUP A: HOT OR COLD DETERGENT SOLUTIONS

A 5% solution in water of commonly used commercial and industrial detergents will not have any deleterious effect on a fluoropolymer surface. These solutions should be followed by an adequate rinse of water. Use a cloth or sponge for application.

#### GROUP B: SOLVENTS

Most organic solvents are flammable and/or toxic, and must be handled accordingly. Read the manufacturer's Material Safety Data Sheets (MSDS). Keep away from open flames, sparks and electrical motors. Use adequate ventilation, protective clothing, and goggles. Solvents that may be used to remove non-water soluble deposits such as tar, grease, oil, paint, and graffiti from fluoropolymer surfaces include:

- Ethanol (denatured alcohol)
- Isopropyl alcohol (rubbing alcohol)
- Methanol (wood alcohol) Note: methanol is toxic

The above alcohols have no permanent effect on fluoropolymer surfaces.

#### GROUP C: PETROLEUM SOLVENTS AND TURPENTINE

- VM&P naphtha
- Mineral spirits
- Kerosene
- Turpentine (wood or gum spirits)

The above solvents have no permanent effect on fluoropolymer surfaces.

#### GROUP D: AROMATIC AND CHLORINATED SOLVENTS

- Xylo (Xylene) Toluol (Toluene)
- Perchloroethylene (Perclene)
- Trichloroethylene (Tridene)

Note: Perchloroethylene and Trichloroethylene are toxic.

The above solvents should be used with caution on a fluoropolymer surface. Limit contact with solvent to five minutes maximum and test before using.

#### GROUP E: KETONES, ESTERS, LACQUER THINNER AND PAINT REMOVER

- Methyl isobutyl ketone (MIBK)
- Ethyl acetate (nail polish remover)
- Butyl acetate
- Lacquer thinner
- Paint remover (non-flammable)

The above solvents should be used cautiously on a fluoropolymer surface. Limit contact to fluoropolymer surface and test before using. Note: There are many formulations of paint remover on the market. It is possible that some will remove the fluoropolymer surface. Proceed very cautiously in use of paint remover. Metal supplier and coating manufacturer are not responsible for damage from unrestricted use.

#### GRAFFITI

Graffiti presents a special problem because of the many possible agents used, especially aerosol paint. It is best to try soap and water first. If needed, try the less active solvents from Groups B, C, and D. Next, try the stronger solvents in Group E. If none of these are satisfactory, it may be necessary to resort to touchup, repaint or replacement.

#### MILDEW

In areas subject to high humidity levels, dirt and spore deposits can permit mildew growth to occur. The following solution is recommended to remove mildew when necessary:

- 1/3 cup dry powdered laundry detergent (such as Tide®)
- 1 quart sodium hypochlorite 5% solution (such as Clorox®)
- 3 quarts water

#### RUST STAINS

Hydrochloric, citric acid, or muriatic acid, diluted with ten volumes of water, may assist in removing rust stains from fluoropolymer surfaces. Limit contact to five minutes. Oxalic acid solutions or acetic acid (vinegar) may be used for the same purpose. Flush with water. Caution: Acid solutions are corrosive and toxic. Flush all surfaces with copious amounts of water after use.

**NOTE: Misuse or abuse of any of the cleaning agents listed above may result in the voiding of the Firestone Metal Paint Finish Limited Warranty. For more information contact Firestone Roofing Solutions at 1-800-428-4511.**

**Firestone**  
BUILDING PRODUCTS  
NOBODY COVERS YOU BETTER.®

250 West 96<sup>th</sup> Street – Indianapolis, IN 46260  
1-800-428-4442 \* 1-317-575-7000 \* FAX 1-317-575-7100  
[www.firestonebpco.com](http://www.firestonebpco.com)

Effective Date: August 3, 2016

Warranty Number: 1027353AUG16STD

**Mule-Hide Products Co., Inc. Standard NDL System Warranty for Commercial Buildings**

**Building Owner: City of Sioux City**

**Skywalk- Convention/Hojo**

**Building Address: 4th Street and Jones  
Sioux City, IA 51104**

In consideration of the warranty fee paid by the above-named Building Owner ("Owner") and the representation to Mule-Hide by the independent contractor listed by the Owner and registered with Mule-Hide to apply to warranties ("Eligible Contractor") that the Mule-Hide Standard System ("System") has been installed in accordance with Mule-Hide specifications, Mule-Hide Products Co., Inc. ("Mule-Hide") warrants to Owner, subject to the following Terms, Conditions and Limitations, that Mule-Hide will be responsible for the repair of leaks in the System installed on the Building for a period of TWENTY (20) years from the above Effective Date ("Term of Warranty"); provided, however, that the System shall have been installed by Eligible Contractor using Mule-Hide products and/or other materials approved in writing by Mule-Hide. "System" for purposes of this Warranty shall mean only the membrane, other components and/or materials installed by Mule-Hide, including the leak stop system and metal fasteners. Any leakage, integrity of walls, carpet walls and other adjacent structures is not covered. There is no defect in the roof deck or concrete roof. Any dispute concerning a claim between Owner and Mule-Hide arising out of or related to this Warranty or the Building will be settled by final and binding arbitration in accordance with the rules of the American Arbitration Association for the Construction Industry. By accepting this Warranty, Owner represents that the Building is a commercial structure and is not used for owner's personal or household purposes. In consideration of the protection afforded by this Warranty, Owner accepts the following Terms, Conditions and Limitations:

1. Within ten (10) days after Owner or any of its agents discovers (or a reasonable person in Owner's or agent's position would have discovered) any leak, Owner must give written notice (the "Notice") to Mule-Hide of the existence of such leak in the System.
2. Mule-Hide shall have the right to inspect the System after receiving the Notice to determine the cause(s) of the leak before incurring any obligation to render. A re-inspection fee (in accordance with Mule-Hide's standard charges) will be paid by Owner to Mule-Hide in the event the cause of the leak is not determined by Mule-Hide within a reasonable time. Mule-Hide's obligation to repair the leak will be limited to the cause(s) of the leak in Mule-Hide's materials or workmanship of the Contractor. Owner's remedies and Mule-Hide's liability shall be limited to Mule-Hide's repair of the System using methods determined to be suitable by Mule-Hide's discretion. In no event shall Mule-Hide be obligated to perform additional services (e.g. roof drains, equipment relocation, old roof removal, etc.) or provide materials beyond the scope of the Owner's original contract with Contractor.
3. This Warranty is not assignable by Owner; provided, however, Mule-Hide may authorize a new warranty if the following conditions are met:
  - (a) A written request for a new warranty is submitted to Mule-Hide by Owner and the Owner is in good standing under this Warranty;
  - (b) The roof is inspected by Mule-Hide within a thirty (30) day period prior to the proposed effective date of the new warranty and the condition of the roof is approved by Mule-Hide; and
  - (c) An administrative and re-inspection fee in an amount determined by Mule-Hide is paid to Mule-Hide.A new warranty will then be issued to the new Owner for the remaining Term of Warranty containing terms and conditions required by Mule-Hide.
4. If the System is damaged by any of the following causes, this Warranty shall not apply to such damages:
  - (a) Any natural cause, including but not limited to lightning, peak gust wind speeds in excess of 50 mph, hurricane, tornado, hail, the infestation or presence of plant, mold, fungi, bacteria, insects or an animal, or any debris resulting from any of these causes.
  - (b) Act of negligence, accident, misuse or abuse, including but not limited to vandalism, fire, falling object, civil disobedience, or act of war.
  - (c) The use in the System of metal work, coping, counter-flashing, rain-carrying components or other material not furnished by Mule-Hide.
  - (d) Environmental failure, chemical attack or the presence within or outside of the Building of any commercial or industrial solvent, acid, caustic, petroleum product, wax, urethane, asbestos, clay or plasticizer.
  - (e) Negligence of a contractor who is not the Eligible Contractor, or failure of the material or the workmanship provided by such a contractor.
  - (f) Interior condensation and any resulting damage or condition, including but not limited to, mold, fungi or bacteria.
  - (g) The infiltration of moisture in, through or around the building through any mechanism other than through the System, including but not limited to, any structural defect, wall, or other Building structure, anything that penetrates the System, including but not limited to any vent, coping or roofing equipment, and any resulting damage or condition, including but not limited to, mold, fungi or bacteria.
  - (h) Any failure, settlement or movement of the roof structure, roof deck or substrate.
  - (i) Defects in the building or roof design.
5. Occurrence of any of the following shall cancel Mule-Hide's obligations under this Warranty:
  - (a) Alteration or repair made on or through the roof without prior written authorization from Mule-Hide.
  - (b) Placement upon or attachment to the roof of any object (including but not limited to any structure, fixture or utility) without prior written authorization from Mule-Hide.
  - (c) Owner's or the Building occupant's failure to use reasonable care in maintaining the roof, including, but not limited to, items listed on the reverse side of this document titled "Mule-Hide Owner's Care and Maintenance Information".
  - (d) Internal positive pressure condition which causes or contributes to a partial or total failure of the roof.
  - (e) Owner's sale of the Building or corporate assignment of this Warranty.
  - (f) Owner's failure to comply with every Term, Condition and Limitation in this Warranty.
6. Mule-Hide, its agents, employees and contractors shall have unrestricted access to the roof during regular business hours. By accepting this Warranty, Owner agrees to arrange for removal of water, snow, ice, equipment, any coating or overcoating at Owner's expense to allow for investigation or repairs to be made.
7. All bills for installation, supplies and services shall have been paid in full to Eligible Contractor and all material suppliers before Mule-Hide incurs any obligation or liability under this Warranty. It is the Owner's sole responsibility to confirm that payment has been made to Eligible Contractor and all material suppliers.
8. The failure of Mule-Hide at any time to assert or enforce any Term, Condition and Limitation shall not be construed to be a waiver thereof, or of any other Term, Condition or Limitation.
9. Any and all other express warranties are superseded hereby and this Warranty is in lieu thereof.
10. Owner acknowledges that the Eligible Contractor is not an agent or other legal representative of Mule-Hide. Mule-Hide is not liable for any, promise, representation or other responsibility of Eligible Contractor or any other party. This warranty is not binding upon Mule-Hide unless executed by an executive officer of Mule-Hide or a duly authorized employee of Mule-Hide's Warranty Department. No representative or employee of Mule-Hide, or any other party, may alter this Warranty without the prior written consent of an executive officer of Mule-Hide. This Warranty constitutes the entire understanding of the parties with respect to the subject matter contained herein, and revokes and supersedes all prior agreements, whether written or oral, between the parties. This Warranty shall take precedence over any other documents or representations (whether oral or written, and by whomsoever made) which may conflict with this Warranty.
11. The predominant factor in the construction and performance of the System is the design and construction services of the contractor and not the sale of goods. In addition, Owner acknowledges that Owner had a duty hereunder to exercise reasonable care in the selection of a contractor.
12. Mule-Hide is not liable for the cleanliness or discoloration of the System caused by environmental conditions including but not limited to, dirt, pollutants or any biological agent.

**MULE-HIDE DOES NOT EVALUATE THE ARCHITECTURE OR ENGINEERING USED IN THE DESIGN OF A ROOF OR THE SELECTION OF A ROOF SYSTEM. OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE SYSTEM. MULE-HIDE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. MULE-HIDE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS PROVIDED HEREIN, MULE-HIDE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE OR THEORY OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE, (I) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF PROFIT OR DAMAGE TO THE BUILDING OR ANY MERCHANDISE OR OTHER CONTENTS THEREIN, FOR WHATEVER CAUSE INCLUDING BUT NOT LIMITED TO, MOLD, FUNGI, AND BACTERIA AND (II) FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY MULE-HIDE'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF, NOR SHALL Mule-Hide BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, OTHER THAN THE LIABILITY SET FORTH ABOVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDY PROVIDED FOR HEREIN FAILS OF ITS PURPOSE. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF Mule-Hide IS THE PREVAILING PARTY, OWNER SHALL REIMBURSE Mule-Hide FOR ALL OF Mule-Hide'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, Mule-Hide WILL BE DEEMED THE PREVAILING PARTY IF THE OWNER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT.**

**MULE-HIDE PRODUCTS CO., INC.**

*Frank Kuhn*  
By: \_\_\_\_\_

Senior Technical Service Administrator

Its:

August 10, 2016

Date of Issuance: \_\_\_\_\_

## **Building Owner's Roof Care and Maintenance Guidelines ver. 2.01**

**Thank you for choosing a Mule-Hide Roofing System!** Following are guidelines on how to care for your roof to help ensure a long useful service life. The manufacturer's warranty is not a maintenance program or agreement. There are various items associated with your roof system that are not covered under the warranty. It is the responsibility of the Building Owner to regularly inspect and maintain the roof.

Mule-Hide strongly recommends the Building Owner institutes an annual maintenance program with written documentation of any activities on the roof. Maintain a log of maintenance procedures and people accessing the roof. This aids the building owner in determining the source of any damage to the roof. Your roofing system should be inspected at least twice a year (once in the spring and once in the fall) and after every major storm. These inspections should be performed by a Mule-Hide Warranty Eligible Applicator or by someone specially trained in roofing systems.

**READ YOUR WARRANTY CAREFULLY BEFORE EXECUTING ANY ROOF-TOP WORK OR FILING OF A CLAIM.**

*Understand the Terms and Conditions to avoid adversely affecting the warranty.*

### **General Guidelines**

1. *Keep the roof surface clean of debris, especially at drain areas to avoid clogging. Good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rain. Keeping the roof clear of debris will allow for proper water run-off and avoid overloading the roof with standing water.*
2. *Keep chemical and petroleum products (acids, chemicals, solvents, greases, oils, or any liquids containing petroleum products) off the membrane to avoid degradation. If swelling occurs, contact Mule-Hide immediately.*
3. *Do not exhaust kitchen wastes (vegetable oils) or other animal fats directly onto the roof surface. If incidental contact is likely, contact Mule-Hide for recommendations on preventative measures.*
4. *TPO and PVC membranes may be used for restaurant roofs but must have a rooftop maintenance program in-place to ensure that accumulations of animal fats/grease are regularly removed and the membrane surface is cleaned periodically. See Mule-Hide's Care and Maintenance Overview for specific cleaning instructions.*
5. *Walkways must be provided if regular rooftop traffic is required, such as servicing of rooftop equipment. Exercise caution when not walking on walkways, especially on white membranes (White-on-Black EPDM, Elastomeric Acrylic Coatings, TPO and PVC) since ice or frost build-up may not be visible. All membranes are slippery when wet.*
6. *When it is necessary for workers to be on the roof to service rooftop equipment, e.g., HVAC units, antennas, etc., workers should be cautioned to use walkways and to exercise care with their tools and equipment to avoid puncturing the roofing membrane. Mule-Hide recommends that the building owner or property manager keep a "Rooftop Maintenance and Activity Log" to track dates and activities by personnel or other trades.*
7. *Handprints, footprints, general traffic grime, industrial pollutants and environmental dirt may be cleaned from the surface of the membrane by scrubbing with detergent and water, then rinsing with clean water. To maximize and maintain reflectivity, white membrane(s) should be cleaned once every two years.*
8. *Keep roof maintenance items, such as counterflashings, metal curbs, metal ducts, etc. sealed watertight at all times. All exposed mastics and sealants regardless of the purpose or function, are required maintenance items to be remediated by the Building Owner, including but not limited to pitch pan and metal flashing sealants.*
9. *Loss of granules from mineral surface membranes is typical and not a manufacturing defect. In cases of granule loss that becomes more noticeable, additional surfacing should be applied as directed by Mule-Hide.*
10. *Protective elastomeric coating systems will oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material. Warranties that include an elastomeric coating as a protective surfacing of a membrane may require periodic recoating at specified intervals to maintain the warranty coverage. The Building Owner is responsible for all costs to perform any specified recoating.*
11. *Examine all areas adjacent to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone or tiles, loose and improperly sealed counterflashings, etc., may be the source of leaks that are inadvertently blamed on the roofing system. These items need to be addressed by properly trained personnel to avoid damage to the roof system.*
12. *If any changes are to be made to the roofing system (HVAC equipment, TV antennas, tie-ins to new roofing systems, etc), contact Mule-Hide for prior approval. Work directly related to the roofing system must be accomplished by a Mule-Hide Warranty Eligible Contractor.*
13. *If you have a leak, check for the obvious such as clogged roof drains, broken skylights, loose counterflashings, broken water pipes, leaking roof units, and storm damage. Note when the leaking occurs. Items such as heavy or light rain, wind direction, temperature and time of day are important clues for tracking suspected leaks. Does the leak start and stop with the rain, or does leaking continue after the rain has ceased?*

If you believe that the leak is covered under the Mule-Hide warranty, please notify Mule-Hide's Warranty Department at (800) 786-1492 as soon as possible, and follow up with written notification in accordance with the warranty terms. Leaks resulting from the deterioration or failure of building components or physical damage are not covered by the Warranty. The building owner must pay the investigation and repair cost if the problem is found to be outside the scope of the Warranty.

For temporary repairs in the Mule-Hide membrane, use a one-part urethane sealant and contact Mule-Hide. Do not use any Asphalt Product to make repairs on any single-ply roof as it WILL degrade the membrane. If any asphalt product is used on a single-ply roofing membrane, that area will have to be removed and replaced at the Owner's expense.

The preceding information for care and maintenance for Mule-Hide roofs is not meant to be exhaustive and is for illustrative purposes only. Please refer to Mule-Hide's Care and Maintenance Overview literature on the Mule-Hide website ([www.mulehide.com](http://www.mulehide.com)) for more information. Compliance with the above items will aid in assuring a durable, watertight roofing system.

# Interstate

**MECHANICAL CORP**  
*Quality Since 1912*

418 Iowa Street, P.O. Box 1378 Sioux City, Iowa 51102 Phone: 712-255-1645 Fax: 712-255-0628

**Project:** Sign Shop  
715 Omaha Street  
Sioux City, IA 51103

**Owner:** City of Sioux City  
405 6<sup>th</sup> St PO Box 447  
Sioux City, IA 51101

### **LIMITED WARRANTY**

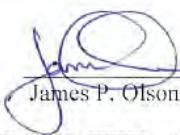
Interstate Mechanical Corp. ("Interstate") warrants that the products it sells and installs (**WHICH ARE NOT COVERED BY ANY OTHER MANUFACTURER'S WARRANTY OR WARRANTY OF ANY OTHER PARTY**) when delivered or installed shall be free of defects in workmanship or material. If any failure to conform to this warranty becomes apparent during a period of two (2) years after the effective date of the sale or installation, you must notify Interstate in writing of the failure within ten days of discovery of the failure or within ten days of the date you should reasonably have discovered the failure, whichever date should first have occurred. Interstate will repair or replace, in its sole discretion, the failure. Correction in the manner provided above shall constitute a fulfillment of all liabilities of Interstate with respect to the sale and installation of the materials and work covered by this agreement.

Products sold or installed by Interstate covered by any other manufacturer's warranty or warranty of any other party are not warranted for any purpose whatsoever by Interstate, and are in respect to Interstate sold or installed "AS IS".

**THIS LIMITED WARRANTY AND THE OBLIGATIONS AND LIABILITIES OF INTERSTATE HEREUNDER ARE EXCLUSIVE AND IN LEIU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION AND OBLIGATIONS OF INTERSTATE WITH RESPECT TO FITNESS, MERCHANTABILITY AND CONSEQUENTIAL DAMAGES) OR WHETHER OCCASIONED BY INTERSTATE'S NEGLIGENCE.**

**THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY YOU AND INTERSTATE.**

Under no circumstances will Interstate be liable for any claim under this LIMITED WARRANTY two (2) years after September 30, 2016.

  
James P. Olson, PM 10-03-16 (DATE)

PLUMBING \* HEATING \* AIR CONDITIONING \* SHEET METAL \* INDUSTRIAL PIPING

## METAL PAINT FINISH LIMITED WARRANTY

Warranty No. PFW022205

160 SF

Purchaser: CITY OF SIOUX CITY

Building Identification: SIGN SHOP

Building Address: 715 OMAHA STREET, SIOUX CITY, IA 51103

Warranty Period of THIRTY FIVE (35) Years Beginning on: SEPTEMBER 30, 2016

Roofing Contractor: INTERSTATE MECHANICAL CORP

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), a division of BFS Diversified Products, LLC, an Indiana limited liability company, warrants to the Purchaser that, subject to the Terms, Conditions and Limitations set forth below, the exterior paint finish ("Finish") on the UNA-CLAD brand coil-coated metal ("UNA-CLAD Metal") supplied by Firestone as part of the Firestone Project ("FBPCO") Number listed above, will not exhibit the following exterior surface conditions, measured at the values listed below by Group: 1) Peeling, checking or cracking, except for crazing or crazing that may occur on formed edges or bends of the metal roofing panels and trim; 2) Chalking in excess of a numerical rating, Vertical and Non-Vertical, listed below, when measured in accordance with ASTM D 4214 "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," for a term not to exceed thirty (30) years; or 3) Fade or change in color in excess of the Vertical rating listed below in color difference units, as measured on exposed surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces when tested in accordance with ASTM D 2244 3.7.1 and 3.8.4, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates," for a term not to exceed thirty (30) years.

### TERMS, CONDITIONS AND LIMITATIONS

Group 1: Adhesion - 35 years, Chalk - 30 years at 8, Fade - 30 years at 5: Almond, Bone White, Cityscape, Colonial Red, Terra Cotta, Hemlock Green, Meridian Brown, Medium Bronze, Palma Green, Regal Blue, Sandstone, Sherwood Green, Sienna Tan, Sky Blue, Stone Gray, Stone White, Terra Cotta, Tropical Palms, Champagne Metallic, Classic Copper, Silver Metallic

Group 2: Adhesion 35 years, Chalk - 30 years at 8, Fade - 30 years at 7: Charcoal Gray, Dark Bronze, Dark Ivy, Extra Dark Bronze, Teal

Group 3: Adhesion - 35 years, Chalk - 20 years at 8, Fade - 20 years at 9: Brandywine, Matte Black, Regal Red, Peacock Blue, Award Blue

1. **Product Usage.** This Metal Paint Finish Limited Warranty ("the Limited Warranty") is limited exclusively to metal roofing panels and trim fabricated from UNA-CLAD Metal and installed in accordance with Firestone technical specifications.

2. **Notice.** In the event any peeling, checking, cracking, chalking, fading or excessive color change is observed by the Purchaser, the Purchaser must give notice in writing or by telephone to Firestone within thirty (30) days of any such observation. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. By so notifying Firestone, the Purchaser authorizes Firestone or its designee to investigate the surface condition of the UNA-CLAD Metal.

3. **Investigation and Remedy.** Upon investigation, Firestone determines that the surface condition of the UNA-CLAD Metal is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Purchaser's sole and exclusive remedy and Firestone's total liability shall be limited to the refinishing of the UNA-CLAD Metal as determined by Firestone to require refinishing. Any and all refinishing work so performed by Firestone in compliance with this warranty shall be performed by using any standard finishing practices and materials. If the investigation reveals that the surface condition of the UNA-CLAD Metal item is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Purchaser to pay for these costs shall render this Limited Warranty null and void.

4. **Dispute.** Any dispute, controversy or claim between the Purchaser and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Purchaser and Firestone do not resolve the dispute, controversy or claim in mediation, the Purchaser and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the U.S. District Circuit, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

5. **Paint Finish Colors.** This warranty shall extend only to standard colors identified as such in Firestone published literature at the date of issuance of this Limited Warranty, or as approved in writing by Firestone. Colors identified as "metallic" by Firestone are not warranted against fade or change in color.

6. **Payment Requirements.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone has been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the fabrication and installation of the UNA-CLAD Metal.

7. **Exclusions.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if peeling, checking, cracking, chalking, fading or excessive color change of the UNA-CLAD Metal is caused by: (a) Natural forces, disasters, or acts of God, including, but not limited to wind, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Any acts(s), conduct or omission(s) by any person, or acts(s) of war, terrorism or vandalism, which damage the UNA-CLAD Metal; (c) Failure by the Purchaser to use reasonable care in maintaining the UNA-CLAD Metal, such maintenance to include, but not limited to those items listed in the "Firestone / UNA-CLAD Paint Finish Cleaning and Maintenance Guide" on the reverse side of this Limited Warranty; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, monitor, HVAC units, etc.; (e) Condensation or moisture infiltration in, through, or around the walls, coping, rooftop, hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the UNA-CLAD Metal, including but not limited to chemical fumes, acid, water spray or any installation within 1,500 feet of a saltwater environment, surface temperatures that exceed 200 degrees Fahrenheit, airborne sand abrasion, metal shavings, standing water or the continuous spray of water; (g) Alterations or repairs to the metal roofing panels and trim not approved in writing by Firestone; (h) Any failure caused by the attachment or mounting of any item or device to or near the metal roofing panels and trim, or by improper handling during fabrication and installation, including but not limited to, improper equipment, fabrication, storage, transportation, installation, placement or failure to immediately remove stripable protective film coatings; (i) Failure to give proper notice as set forth in paragraph 1(a).

8. **Transfer.** This Limited Warranty shall be transferable subject to Firestone's inspection and written approval, and to Purchaser's payment of the current transfer fee set by Firestone.

9. **Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.

10. **Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the UNA-CLAD Metal during regular business hours. In the event that access is limited due to security or other restrictions, Purchaser shall reimburse Firestone for all reasonable cost incurred during inspection and/or refinishing of the UNA-CLAD Metal that are due to delays associated with such restrictions. Owner shall be responsible for the removal and replacement of any overburden, superstrate or overlays, either permanent or temporary, as necessary to expose the UNA-CLAD Metal for inspection and/or refinishing.

11. **Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

12. **Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.

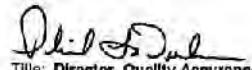
13. **Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

**FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.**

**THIS LIMITED WARRANTY SUPERSIDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.**

Firestone Building Products Company, LLC  
By: Phil LaDuke

Authorized Signature:

  
Title: Director, Quality Assurance

## FIRESTONE / UNA-CLAD PAINT FINISH CLEANING AND MAINTENANCE GUIDE

Although UNA-CLAO factory-applied finishes are extremely durable, a periodic cleaning to remove build-ups of resins and other residue is a good idea to extend coating life. A variety of methods for removal of surface deposits are available. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. When heavy deposits of dirt or other contaminants dull surfaces, stronger methods may be needed.

Two precautions should be observed: (1) do not use wire brushes, abrasives, or similar cleaning tools which will mechanically abrade the coatings surface, and (2) certain cleaning agents listed below should be tested in an inconspicuous area before use on a large scale.

**GROUP A: HOT OR COLD DETERGENT SOLUTIONS**

A 5% solution in water of commonly used commercial and industrial detergents will not have any deleterious effect on a fluoropolymer surface. These solutions should be followed by an adequate rinse of water. Use a cloth or sponge for application.

**GROUP B: SOLVENTS**

Most organic solvents are flammable and/or toxic, and must be handled accordingly. Read the manufacturer's Material Safety Data Sheets (MSDS). Keep away from open flames, sparks and electrical motors. Use adequate ventilation, protective clothing, and goggles. Solvent that may be used to remove non-water-soluble deposits such as tar, grease, oil, paint, and graffiti from fluoropolymer surfaces include:

- Ethanol (denatured alcohol)
- Isopropyl alcohol (rubbing alcohol)
- Methanol (wood alcohol) Note: methanol is toxic

The above alcohols have no permanent effect on fluoropolymer surfaces.

**GROUP C: PETROLEUM SOLVENTS AND TURPENTINE**

- VM&P naphtha
- Mineral spirits
- Kerosene
- Turpentine (wood or gum spirits)

The above solvents have no permanent effect on fluoropolymer surfaces.

**GROUP D: AROMATIC AND CHLORINATED SOLVENTS**

- Xylo (Xylene) Toluol (Toluene)
- Perchloroethylene (Perclene)
- Trichloroethylene (Triclene)

Note: Perchloroethylene and Trichloroethylene are toxic.

The above solvents should be used with caution on a fluoropolymer surface. Limit contact with solvent to five minutes maximum and test before using.

**GROUP E: KETONES, ESTERS, LACQUER THINNER AND PAINT REMOVER**

- Methyl isobutyl ketone (MIBK)
- Ethyl acetate (nail polish remover)
- Butyl acetate
- Lacquer thinner
- Paint remover (non-flammable)

The above solvents should be used cautiously on a fluoropolymer surface. Limit contact to fluoropolymer surface and test before using. Note: There are many formulations of paint remover on the market. It is possible that some will remove the fluoropolymer surface. Proceed very cautiously in use of paint remover. Metal supplier and coating manufacturer are not responsible for damage from unrestricted use.

**GRAFFITI**

Graffiti presents a special problem because of the many possible agents used, especially aerosol paint. It is best to try soap and water first. If needed, try the less active solvents from Groups B, C, and D. Next, try the stronger solvents in Group E. If none of these are satisfactory, it may be necessary to resort to touchup, repaint or replacement.

**MILDEW**

In areas subject to high humidity levels, dirt and spore deposits can permit mildew growth to occur. The following solution is recommended to remove mildew when necessary:

- 1/3 cup dry powdered laundry detergent (such as Tide®)
- 1 quart sodium hypochlorite 5% solution (such as Clorox®)
- 3 quarts water

**RUST STAINS**

Hydrochloric, citric acid, or muriatic acid, diluted with ten volumes of water, may assist in removing rust stains from fluoropolymer surfaces. Limit contact to five minutes. Oxalic acid solutions or acetic acid (vinegar) may be used for the same purpose. Flush with water. Caution: Acid solutions are corrosive and toxic. Flush all surfaces with copious amounts of water after use.

**NOTE: Misuse or abuse of any of the cleaning agents listed above may result in the voiding of the Firestone Metal Paint Finish Limited Warranty. For more information contact Firestone Roofing Solutions at 1-800-428-4511.**

**Firestone**  
BUILDING PRODUCTS  
NOBODY COVERS YOU BETTER.®

250 West 96<sup>th</sup> Street – Indianapolis, IN 46260  
1-800-428-4442 \* 1-317-575-7000 \* FAX 1-317-575-7100  
[www.firestonebpco.com](http://www.firestonebpco.com)

Effective Date: September 30, 2016

Warranty Number: 1027351SEP16STD

**Mule-Hide Products Co., Inc. Standard NDL System Warranty for Commercial Buildings**

**Building Owner:** City of Sioux City      **Sign Shop**

**Building Address:** 715 Omaha Street  
Sioux City, IA 51103

In consideration of the warranty fee paid by the above-named Building Owner ("Owner") and the representation to Mule-Hide by the independent contractor hired by the Owner and registered with Mule-Hide to apply for warranties ("Eligible Contractor") that the Mule-Hide Standard System ("System") has been correctly installed and applied in accordance with the applicable Mule-Hide Standard System Installation Instructions ("Instructions") and the "Conditions and Limitations", that Mule-Hide will be responsible for the repair of leaks in the System installed on the Building for a period of TWENTY (20) years from the above Effective Date ("Term of Warranty"), provided, however, that the System shall have been installed by Eligible Contractor using Mule-Hide products and/or other material approved in writing by Mule-Hide. "System" for purposes of this Warranty shall mean only the membrane, other components supplied by Mule-Hide, and shall exclude the roof insulation, deck, support system and metal flashings. The watertight integrity of walls, parapet walls and other adjacent structures is not covered. There is no dollar limitation ("NDL") on coverage repairs. Any dispute, controversy, claim or cause of action arising out of or relating to this Warranty, or the rights and obligations of the parties hereunder, shall be settled by arbitration in accordance with the rules of the American Arbitration Association for the Construction Industry. By accepting this Warranty, Owner agrees that the Building is a commercial structure and is not used for owner's personal or household purposes. In consideration of the protection afforded by this Warranty, Owner accepts the following Terms, Conditions and Limitations:

1. Within (10) days after Owner or any of its agents discovers (or a reasonable person in Owner's or agent's position would have discovered) any leak, Owner must give written notice (the "Notice") to Mule-Hide of the existence of each leak in the System.
2. Mule-Hide shall have the right to inspect the System after receiving the Notice to determine the cause(s) of the leak before incurring any obligation on hereunder. An inspection fee (in accordance with Mule-Hide's standard charges) shall be paid by Owner to Mule-Hide in the event the cause of the leak is not covered by the Warranty. If, upon Mule-Hide's inspection, Mule-Hide determines that the leak in the System was caused by defects in Mule-Hide's materials or workmanship, Mule-Hide shall be liable to Owner for the repair of the leak. Mule-Hide shall not be liable for damage to the System if the damage is determined to be outside of Mule-Hide's disclosure. In no event shall Mule-Hide be obligated to perform additional services (e.g. roof drains, equipment relocation, old roof removal, etc.) or provide materials beyond the scope of the Owner's original contract with Contractor.
3. This Warranty is not assignable by Owner; provided, however, Mule-Hide may authorize a new warranty if the following conditions are met:
  - (a) A written request for a new warranty is submitted to Mule-Hide by Owner and the Owner is in good standing under this Warranty.
  - (b) The roof is inspected by Mule-Hide within a thirty (30) day period prior to the proposed effective date of the new warranty and the condition of the roof is approved by Mule-Hide.
  - (c) An administrative and re-inspection fee in an amount determined by Mule-Hide is paid to Mule-Hide.A new warranty will then be issued to the new Owner for the remaining Term of Warranty containing terms and conditions required by Mule-Hide.
4. If the System is damaged by any of the following causes, this Warranty shall not apply to such damages:
  - (a) Any natural cause, including but not limited to lightning, trees, great wind speeds in excess of 50 mph, hurricane, tornado, hail, the infestation or presence of plant, mold, fungi, bacteria, insects or an animal, or earth quake, or any debris resulting from any of these causes.
  - (b) Act of negligence, accident, misuse or abuse, including but not limited toandal sin, fire, falling object, civil disobedience, or act of war.
  - (c) The use in the System of materials, coping, counter-flashing, gasketing, or other components or other materials not furnished by Mule-Hide.
  - (d) Environmental fallout, chemical attack on the structure within or outside the Building or any commercial or industrial solvent, acid, caustic fluid, petroleum product, wax, grease, asphalt, clay or plasterizer.
  - (e) Negligence of a contractor or any of the Eligible Contractor, or failure of the materials or the workmanship provided by such a contractor.
  - (f) Intentional contamination and any resulting damage or condition in the building, including but not limited to, mold, fungi or bacteria.
  - (g) The infiltration of moisture in, through or around the building through any mechanism other than through the System, including but not limited to, any structural defect, wall, or other building structure, or anything that penetrates the System, including but not limited to any vent, coping or roof drain, and any resulting damage or condition, including but not limited to, mold, fungi or bacteria.
  - (h) Any failure, settlement or movement of that roof structure, roof deck or substrate.
  - (i) Defects in the building or roof design.
5. Occurrence of any of the following shall cancel Mule-Hide's obligations under this Warranty:
  - (a) Alteration or repair made on or through the roof without prior written authorization from Mule-Hide.
  - (b) Placement upon or attachment to the roof of any object (including but not limited to any structure, fixture or utility) without prior written authorization from Mule-Hide.
  - (c) Owner's or the Building occupant's failure to use reasonable care in maintaining the roof, including, but not limited to, items listed on the reverse side of this document titled "Mule-Hide Owner's Care and Maintenance Information".
  - (d) Internal or external pressure condition which causes or contributes to a partial or total failure of the roof.
  - (e) Owner's sale of the building or purpose assignment of this Warranty.
  - (f) Owner's failure to comply with every Term, Condition and Limitation in this Warranty.
6. Mule-Hide, its agents, employees and contractors shall have unrestricted access to the roof during regular business hours. By accepting this Warranty, Owner agrees to arrange for removal of water, snow, ice, equipment, any paving or overburden at Owner's expense to allow for investigation or repairs to be made.
7. All costs for installation, supplies and services shall have been paid in full to Eligible Contractor and all material suppliers before Mule-Hide incurs any obligation or liability under this Warranty. It is the Owner's sole responsibility to confirm that payment has been made to Eligible Contractor and all material suppliers.
8. The failure of Mule-Hide at any time to assert or enforce any Term, Condition and Limitation shall not be construed to be a waiver thereof, or of any other Term, Condition or Limitation.
9. Any and all other express warranties are superseded hereby, and this Warranty is in lieu thereof.
10. Owner acknowledges that the Eligible Contractor is not an agent or other legal representative of Mule-Hide. Mule-Hide is not liable for any, primitive representation or other responsibility of Eligible Contractor or any other party. The warranty is not binding upon Mule-Hide unless executed by an executive officer of Mule-Hide or a duly authorized employee of Mule-Hide's Warranty Department. No representative or employee of Mule-Hide, or any other party, may alter this Warranty without the prior written consent of an executive officer of Mule-Hide. This Warranty constitutes the entire understanding of the parties with respect to the subject matter contained herein, and revokes and supersedes all prior agreements, whether written or oral, between the parties. This Warranty shall take precedence over any other documents or representations (whether oral or written, and by whomsoever made) which may conflict with this Warranty.
11. The predominant factor in the construction and performance of the System is the design and construction services of the contractor and not the sale of goods. In addition, Owner acknowledges that Owner had a duty, hereunder, to exercise reasonable care in the selection of a contractor.
12. Mule-Hide is not liable for the clearnss or discoloration of the system caused by environmental conditions including but not limited to dirt, pollutants or any biological agent.

**MULE-HIDE DOES NOT EVALUATE THE ARCHITECTURE OR ENGINEERING USED IN THE DESIGN OF A ROOF OR THE SELECTION OF A ROOF SYSTEM. OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE SYSTEM. MULE-HIDE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. MULE-HIDE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS PROVIDED HEREIN. MULE-HIDE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE OR THEORY OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE, (I) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF PROFIT OR DAMAGE TO THE BUILDING OR ANY MERCHANDISE OR OTHER CONTENTS THEREIN, FOR WHATEVER CAUSE INCLUDING, BUT NOT LIMITED TO, MOLD, FUNGI AND BACTERIA AND (II) FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY MULE-HIDE'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF, NOR SHALL MULE-HIDE BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY, OTHER THAN THE LIABILITY SET FORTH ABOVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDY PROVIDED FOR HEREIN FAILS OF ITS PURPOSE. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF MULE-HIDE IS THE PREVAILING PARTY, OWNER SHALL REIMBURSE MULE-HIDE FOR ALL OF MULE-HIDE'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, MULE-HIDE WILL BE DEEMED THE PREVAILING PARTY IF THE OWNER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT.**

**MULE-HIDE PRODUCTS CO., INC.**

By: *Frank Kehn*

Senior Technical Service Administrator

Its:

**PAGE 1 of 2**

September 22, 2016

Date of Issuance:

## **Building Owner's Roof Care and Maintenance Guidelines** ver. 2.01

**Thank you for choosing a Mule-Hide Roofing System!** Following are guidelines on how to care for your roof to help ensure a long useful service life. The manufacturer's warranty is not a maintenance program or agreement. There are various items associated with your roof system that are not covered under the warranty. It is the responsibility of the Building Owner to regularly inspect and maintain the roof.

Mule-Hide strongly recommends the Building Owner institutes an annual maintenance program with written documentation of any activities on the roof. Maintain a log of maintenance procedures and people accessing the roof. This aids the building owner in determining the source of any damage to the roof. Your roofing system should be inspected at least twice a year (once in the spring and once in the fall) and after every major storm. These inspections should be performed by a Mule-Hide Warranty Eligible Applicator or by someone specially trained in roofing systems.

**READ YOUR WARRANTY CAREFULLY BEFORE EXECUTING ANY ROOF-TOP WORK OR FILING OF A CLAIM.**

*Understand the Terms and Conditions to avoid adversely affecting the warranty.*

### **General Guidelines**

1. *Keep the roof surface clean of debris, especially at drain areas to avoid clogging. Good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rain. Keeping the roof clear of debris will allow for proper water run-off and avoid overloading the roof with standing water.*
2. *Keep chemical and petroleum products (acids, chemicals, solvents, greases, oils, or any liquids containing petroleum products) off the membrane to avoid degradation. If swelling occurs, contact Mule-Hide immediately.*
3. *Do not exhaust kitchen wastes (vegetable oils) or other animal fats directly onto the roof surface. If incidental contact is likely, contact Mule-Hide for recommendations on preventative measures.*
4. *TPO and PVC membranes may be used for restaurant roofs but must have a rooftop maintenance program in-place to ensure that accumulations of animal fats/grease are regularly removed and the membrane surface is cleaned periodically. See Mule-Hide's Care and Maintenance Overview for specific cleaning instructions.*
5. *Walkways must be provided if regular rooftop traffic is required, such as servicing of rooftop equipment. Exercise caution when not walking on walkways, especially on white membranes (White-on-Black EPDM, Elastomeric Acrylic Coatings, TPO and PVC) since ice or frost build-up may not be visible. All membranes are slippery when wet.*
6. *When it is necessary for workers to be on the roof to service rooftop equipment, e.g., HVAC units, antennas, etc., workers should be cautioned to use walkways and to exercise care with their tools and equipment to avoid puncturing the roofing membrane. Mule-Hide recommends that the building owner or property manager keep a "Roof-top Maintenance and Activity Log" to track dates and activities by personnel in other trades.*
7. *Handprints, footprints, general traffic grime, industrial pollutants and environmental dirt may be cleaned from the surface of the membrane by scrubbing with detergent and water, then rinsing with clean water. To maximize and maintain reflectivity, white membrane(s) should be cleaned once every two years.*
8. *Keep roof maintenance items, such as counterflashings, metal curbs, metal ducts, etc. sealed watertight at all times. All exposed mastics and sealants regardless of the purpose or function, are required maintenance items to be remediated by the Building Owner, including but not limited to pitch pan and metal flashing sealants.*
9. *Loss of granules from mineral surfaced membranes is typical and not a manufacturing defect. In cases of granule loss that becomes more noticeable, additional surfacing should be applied as directed by Mule-Hide.*
10. *Protective elastomeric coating systems will oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material. Warranties that include an elastomeric coating as a protective surfacing of a membrane may require periodic recoating at specified intervals to maintain the warranty coverage. The Building Owner is responsible for all costs to perform any specified recoating.*
11. *Examine all areas adjacent to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone or tiles, loose and improperly sealed counterflashings, etc., may be the source of leaks that are inadvertently blamed on the roofing system. These items need to be addressed by properly trained personnel to avoid damage to the roof system.*
12. *If any changes are to be made to the roofing system (HVAC equipment, TV antennas, tie-ins to new roofing systems, etc), contact Mule-Hide for prior approval. Work directly related to the roofing system must be accomplished by a Mule-Hide Warranty Eligible Contractor.*
13. *If you have a leak, check for the obvious such as clogged roof drains, broken skylights, loose counterflashings, broken water pipes, leaking roof units, and storm damage. Note when the leaking occurs. Items such as heavy or light rain, wind direction, temperature and time of day are important clues for tracking suspected leaks. Does the leak start and stop with the rain, or does leaking continue after the rain has ceased?*

If you believe that the leak is covered under the Mule-Hide warranty, please notify Mule-Hide's Warranty Department at (600) 786-1492 as soon as possible, and follow up with written notification in accordance with the warranty terms. Leaks resulting from the deterioration or failure of building components or physical damage are not covered by the Warranty. The building owner must pay the investigation and repair cost if the problem is found to be outside the scope of the Warranty.

For temporary repairs in the Mule-Hide membrane, use a one-part urethane sealant and contact Mule-Hide. Do not use any Asphalt Product to make repairs on any single-ply roof as it WILL degrade the membrane. If any asphalt product is used on a single-ply roofing membrane, that area will have to be removed and replaced at the Owner's expense.

The preceding information for care and maintenance for Mule-Hide roofs is not meant to be exhaustive and is for illustrative purposes only. Please refer to Mule-Hide's Care and Maintenance Overview literature on the Mule-Hide website ([www.mulehide.com](http://www.mulehide.com)) for more information. Compliance with the above items will aid in assuring a durable, watertight roofing system.

**Mule-Hide Products Co., Inc.**

P.O. Box 1057 Beloit, WI 53512-1057  
Phone: 800-786-1492 Fax: 888-218-7638  
[www.mulehide.com](http://www.mulehide.com)

**PAGE 2 of 2**

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 10C

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

**SUBJECT:** **Resolution accepting the work and authorizing final payment to Mark Albenesius Inc. for the North Lewis Boulevard Water Main 1st Street to 31st Street – Phase 2 (20th Street to 11th Street) Project (Project No. 6782B-519-237).**

---

|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|--|---|

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**RECOMMENDATION:**

Staff respectfully requests Council approve the resolution accepting the work and authorizing final payment in the amount of \$63,842.89 now and \$40,130.52 in 30 days to Mark Albenesius Inc. for the North Lewis Boulevard Water Main 1st Street to 31st Street – Phase 2 (20th Street to 11th Street) Project (Project No. 6782B-519-237).

**DISCUSSION:**

A contract was awarded to Mark Albenesius Inc. of South Sioux City, Nebraska on May 9, 2016 under Resolution No. 2016-0399 for a contract amount of \$876,594.00. The work has been completed and approved by City staff.

This project involved the replacement of existing 10 inch water main with new 16 inch water main on North Lewis Boulevard from 20th Street to 11th Street, service connections, and cross street connections.

Below is a summary of the project:

**Original Contract Amount: \$876,594.00**

**Change Order No. 1 Summary: \$9,080.00**

This change order was to address several unidentified utilities that impacted the intended water main alignment. A portion of the water main need to be reinstalled at a lower elevation to avoid an undocumented sewer, and to cross under another sewer. The city instead did not have to reconstruct a storm sewer manhole, as was originally intended. The savings for this is reflected in a portion of Change Order 2 as a quantity adjustment.

**Change Order No. 2 Summary: (\$83,063.37)**

This change order was a quantity adjustment to reflect the actual quantities used on the project. Notable change include a decrease in the required quantities of subbase rock material, and an increase in fittings required to direct the water main around undocumented utilities. The water main was deflected under a storm sewer and resulted in the city not having to recon-

struct a storm sewer manhole, which resulted in an overall cost savings.

**Final Construction Cost: \$802,610.37**

The final construction cost for this project is \$802,610.37 which is 9.2% below the original contract amount.

**FINANCIAL IMPACT:**

This project is funded using Water Abated GO Bonds under CIP 519-237 "Water Main North Lewis Boulevard from 1st Street to 31st Street. The project currently has an available balance of \$364,507.76.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure  
Focus Area – Grow Sioux City

**ALTERNATIVES:**

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

**ATTACHMENTS:**

Resolution  
Final Payment Application

**RESOLUTION NO. 2017 - \_\_\_\_\_**  
with attachments

RESOLUTION ACCEPTING THE WORK AND AUTHORIZING FINAL PAYMENT TO MARK ALBENESIUS INC. FOR THE NORTH LEWIS BOULEVARD WATER MAIN 1ST STREET TO 31ST STREET – PHASE 2 (20TH STREET TO 11TH STREET) PROJECT (PROJECT NO. 6782B-519-237).

WHEREAS, on May 9, 2016, Sioux City, Iowa entered into a contract with Mark Albenesius Inc. of South Sioux City, Nebraska for the North Lewis Boulevard Water Main 1st Street to 31st Street – Phase 2 (20th Street to 11th Street) Project within the City as therein described; and

WHEREAS, said contractor has satisfactorily completed the construction of the project in accordance with the terms and conditions of said contract and the plans and specifications as shown by the engineer's report filed with the City Clerk on January 9, 2017, and attached hereto and made a part hereof; and

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

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

- B. The said report of the engineer, be, and the same is hereby approved and adopted and the project is hereby approved and accepted as having been fully completed in accordance with the said plans and specifications and contract and the total project cost of the project under said contract is hereby determined to be \$802,610.37 as shown in said report of the engineer.
- B. The Director of Finance be, and she is hereby authorized and directed to issue a check in the amount of \$63,842.89 now and in the amount of \$40,130.52 in thirty days provided there are no liens or claims against retainage on file, payable from the appropriate fund in favor of Mark Albenesius Inc. for the construction of the project.

PASSED AND APPROVED: January 9, 2017 \_\_\_\_\_  
\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Lisa L. McCadle, City Clerk

# SILOUX CITY

405 8th Street P.O. Box 447 Sioux City, IA 51102

## Engineering Report

### CERTIFICATE OF PAYMENT

No. 4 - Final

Date of Issuance: 11/13/2017

Project No. 6782B-519-237

Contract Date: 5/23/2016

**Project:**

North Lewis Boulevard Water Main  
1st Street to 31st Street  
Phase 2 (20th Street to 11th Street)

**Payment Period**

11/4/16 to 12/04/16

**Contractor:**

Mark Albenius, Inc.  
608 152nd St.

Sioux City, NE 68776

### DETAILED ESTIMATE

| Description  | Quantity | Unit Price | Total Cost |
|--------------|----------|------------|------------|
| See Attached |          |            |            |

Value of Work Completed this Estimate

\$67,203.04

|                         |                |
|-------------------------|----------------|
| Original Contract Price | \$679,694.00   |
| Approved Change Orders  |                |
| No. 1 Date: 09/12/16    | \$ 9,080.00    |
| No. 2 Date: 12/10/16    | \$ (83,063.63) |
| No. 3 Date:             | \$ 0.00        |
| No. 4 Date:             | \$ 0.00        |
| No. 5 Date:             | \$ 0.00        |
| Total Contract Price:   | \$602,610.37   |

Total Value of Completed Work \$602,610.37  
Total Retention (5%) \$40,130.52  
Total Net Amount \$762,479.85

**Less: Estimates previously approved:**

|                     | Net Payment       | Retainage |
|---------------------|-------------------|-----------|
| No. 1 \$ 270,775.62 | \$ 14,251.35      |           |
| No. 2 \$ 175,856.87 | \$ 9,285.63       |           |
| No. 3 \$ 252,004.47 | \$ 13,263.39      |           |
| No. 4 \$            | \$                |           |
| No. 5 \$            | \$                |           |
| Total \$898,636.95  | Total \$36,770.37 |           |

Value of Work Completed this Estimate \$67,203.04  
Retention held this Estimate \$31,080.15  
NET AMOUNT DUE THIS ESTIMATE: \$63,842.89

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

*Mark Albenius 12/6/16*  
Contractor Date  
*Ashley Higgins 12-6-16*  
Inspector Date  
*Brett Langley 12-6-16*  
Project Engineer Date  
*Shawn W. Wink 10 Dec 16*  
City Engineer Date

cc: Contractor:  
Engineering  
Finance  
Clerk's Office



|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 10D

**FROM:** Brad Puetz, Water Plant Superintendent  
Mark Simms, Utilities Director

**SUBJECT:** **Resolution approving Change Order #2, accepting the work and authorizing final payment to Utility Service Company Inc. of Perry, Georgia for the Morningside Water Storage Tank Interior and Exterior Painting Project.**

---

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

---

### **RECOMMENDATION:**

Staff respectfully requests Council approve the resolution approving Change Order #2, accepting the work and authorizing final payment of \$1,014,101.25 now and \$53,373.75 in 30 days to Utility Service Company, Inc. of Perry, Georgia for the Morningside Water Storage Tank Interior and Exterior Painting Project.

### **DISCUSSION:**

A contract was awarded to Utility Service Company Inc. of Perry, Georgia on May 2, 2016 under Resolution No. 2016-0372 in a contract amount of \$1,095,625.00.

The work was completed, approved by City staff and the design engineer. A copy of the engineer's letter of recommendation for payment is attached. Below is a history of the project for Council review.

|  |                       |
|--|-----------------------|
| <b>Original Contract Amount</b>  | <b>\$1,095,625.00</b> |
| Change Order #1- Modify Ladder to Balcony Transition                                     | \$ 6,850.00           |
| Change Order #2- Protect and Work Around Antennas and Cabling during Recoating Operation | \$ (35,000.00)        |
| <b>Final Project Amount</b>  | <b>\$1,067,475.00</b> |

### **FINANCIAL IMPACT:**

This project is funded under CIP #519-158 "Water Tower Maintenance" using Water Abated G.O. Bonds.

### **RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Health and Safety  
Focus Area – Expand Development Opportunities and Grow Sioux City  
#9 Increase infrastructure investment

**ALTERNATIVES:**

Council could choose not to approve this final payment. This is not recommended since the contractor fulfilled his obligation and did the work according to the plans and specifications. Council could choose to take no action. This is not recommended for the same reasons as stated above.

**ATTACHMENTS:**

Resolution  
Change Order No. 2  
Engineer's Certificate of Project Completion  
Final Payment Application

**RESOLUTION NO. 2017 - \_\_\_\_\_**  
with attachments

**RESOLUTION APPROVING CHANGE ORDER #2, ACCEPTING THE WORK  
AND AUTHORIZING FINAL PAYMENT TO UTILITY SERVICE COMPANY INC.  
OF PERRY, GEORGIA FOR THE MORNINGSIDE WATER STORAGE TANK  
INTERIOR AND EXTERIOR PAINTING PROJECT.**

WHEREAS, on May 2, 2016 Sioux City, Iowa entered into a contract with Utility Service Company Inc. of Perry, Georgia for the Morningside Water Storage Tank Interior and Exterior Painting Project within the City as therein described; and

WHEREAS, said Project included Change Order No. 2, a copy of which is attached hereto and by this reference made a part hereof, in the deduct amount of \$35,000.00 for protection of and working around antennas and cabling during the recoating operation; and

WHEREAS, said Change Order No. 2 should be approved; and

WHEREAS, said contractor has satisfactorily completed the construction of the project in accordance with the terms and conditions of said contract and the plans and specifications as shown by the Engineer's Report filed with the City Clerk on January 9, 2017 and attached hereto and made a part hereof; and

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

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

- A. That Change Order No. 2, be and the same is hereby approved and the City Manager is hereby authorized and directed to execute said Change Order No. 2 for and on behalf of the City.
- B. The said report of the engineer, be, and the same is hereby approved and adopted and the project is hereby approved and accepted as having been fully completed in accordance with the said plans and specifications and contract and the total project cost of the project under said contract is hereby determined to be \$1,067,475.00 as shown in said report of the engineer.
- C. The Director of Finance be, and she is hereby authorized and directed to issue a check in the amount of \$1,014,101.25 now and in the amount of \$53,373.75 in thirty days provided there are no liens or claims against retainage on file, payable from the appropriate fund in favor of Utility Service Company Inc. of Perry, Georgia for the construction of the project.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

5C-2

Contractor  
 Engineering  
 Accounting/Auditing  
 City Clerk

Page 1  
Date 11/8/2016  
No Council Action

**CONTRACT CHANGE ORDER**

NO. 2

Contract for the City of Sioux City, Morningside Water Storage Tank Interior and Exterior Painting between Utility Services Company, Inc. and the City of Sioux City, Iowa, dated May 2, 2016, is hereby changed in the following particulars, to-wit:

The following specific work is hereby **DELETED** from said Contract:

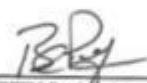
| <u>Item #</u> | <u>Description</u>  | <u>Unit</u> | <u>Price</u> | <u>Amount</u>      |
|---------------|---|-------------|--------------|--------------------|
| 11            | Protect and work around antennas and cabling during recoating operation, lump sum | L.S.        | \$35,000.00  | \$35,000.00        |
|               |   |             | <b>Total</b> | <b>\$35,000.00</b> |

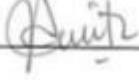
By virtue of such changes in the Contract, the following revisions shall be made in the Contract Price:

|   |                |
|---|----------------|
| Original Contract Price -----                             | \$1,095,625.00 |
| Contract Price as Revised by Previous Change Orders ----- | \$1,102,475.00 |
| Additions/Deletions this Change Order -----               | \$ (35,000.00) |
| Revised Contract Price -----                              | \$1,067,475.00 |

There is no change to the original completion date.

Utility Services Company, Inc.  
CONTRACTOR

  
CITY Project Manager

By: 

PUBLIC WORKS DIRECTOR

DGR ENGINEERING

## ENGINEER'S STATEMENT OF FINAL COMPLETION AND OWNER'S ACCEPTANCE OF CONTRACT CONSTRUCTION

TO: City of Sioux City, Iowa  
Morningside Water Storage Tank Interior and  
Exterior Painting Project

PROJECT DESIGNATION

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Construction Contract No. 814762, dated May 2, 2016, including all approved amendments and change orders, (hereinafter called the "Project") between the City of Sioux City, Iowa ("Owner") and Utility Service Company, Inc. ("Contractor") has been completed as of October 10, 2016 and to the best of my knowledge, information and belief, based on observations made during the period of construction, is in substantial compliance with the provisions of the Construction Contract, including all plans, specifications and drawings, and modifications thereof.

To the best of my knowledge, information and belief,

2. Defects in workmanship and materials reported during the period of construction of the Project have been corrected.
3. The total cost of the project as completed is one million sixty-seven thousand four hundred seventy-five and 00/100 Dollars (\$ 1,067,475.00).
4. The Final Inventory attached hereto and made a part hereof is a complete and accurate summary of the work performed in accordance with the Construction Contract.

Accepted: CITY OF SIOUX CITY, IOWA

DGR ENGINEERING

By

  
Daniel D. Nebelsick, P.E.

\_\_\_\_\_  
Owner

Title

Vice President

By

Date \_\_\_\_\_

Date

12-19-2016

Attest \_\_\_\_\_



EJCDC JOINT CONTRACT  
DOCUMENTS COMMITTEE

| Contractor's Application for Payment No. 1 FINAL             |                                 |
|--|---------------------------------|
| Application Period From:                                     | To:                             |
| From (Contractor): Utility Service Company, Inc.             | September 2, 2016               |
| 555 Courtney Hodges Blvd.                                    | Application Date:               |
| Perry, IA 50269  | November 7, 2016                |
| Project: Muriagdale Water Storage Tank Exterior and Interior | Via (Engineer): BGR Engineering |
| Painting Project   | 1312 N. Union St., P.O. Box 911 |
| Owner's Contract No.:  | Rock Rapids, IA 51146           |
| \$14762  | Contractor's Project No.:       |
|  | \$14762                         |

Application For Payment  
Change Order Summary

| Approved Change Orders         |               |
|--------------------------------|---------------|
| Number                         | Description   |
| 1                              | \$6,650.00    |
| 2                              | (\$31,000.00) |
| 3                              |               |
| 4                              |               |
| 5                              |               |
| 6                              |               |
| 7                              |               |
| TOTALS                         | \$4,350.00    |
| NET CHANGE BY<br>CHANGE ORDERS | (\$36,150.00) |

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner in connection with Work done under this Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment and title of all Lien, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

|  |                                 |
|--|---------------------------------|
| Application Period From:                                     | To:                             |
| From (Contractor): Utility Service Company, Inc.             | September 26, 2016              |
| 555 Courtney Hodges Blvd.                                    | Via (Engineer): BGR Engineering |
| Perry, IA 50269  | 1312 N. Union St., P.O. Box 911 |
| Project: Muriagdale Water Storage Tank Exterior and Interior | Rock Rapids, IA 51146           |
| Painting Project   | Contractor's Project No.:       |
| \$14762  | \$14762                         |

Application For Payment:

\$1,014,101.25  
(Line 8 or other - attach explanation of the other amount)

Retaining Date in 30 Days:

\$53,373.75

is recommended by:

David D. Hobbs, P.E., Project Engineer

Date

11-17-2016

In approved by:

Payment of:

\$1,014,101.25

(Line 8 or other - attach explanation of the other amount)

Owner: Rick Mach, Water Superintendent  
Funding Agency:  
Date

Date

Date

11-06-2016

City of New City, IA  
405 4th Street  
Sioux City, IA 51102

ATTACHMENT TO CERTIFICATE FOR PAYMENT NO. 1  
FINAL  
Mangogate Water Storage Tank Exterior and Interior Painting Project

DGR PROJECT NO. 514767

Utility Service Company, Inc.  
131 Courtney Hedges Blvd.  
Ferry, GA 31068

SUMMARY OF COMPLETED WORK

| Item<br>No. | No. of<br>Units CD 1 | Description  | Unit<br>Price | Total<br>Price | This Application |              | Completed to Date |              |
|-------------|----------------------|--|---------------|----------------|------------------|--------------|-------------------|--------------|
|             |                      |  |               |                | Quantity         | Amount       | Quantity          | Amount       |
| 1           | 1                    | Complete blast and repair exterior wall surfaces of a 2,000,000 gallons multi-legged elevated steel tank with a 2-coat fire retardant polyurethane coating system, large area          | \$201,000.00  | \$201,000.00   | 1                | \$201,000.00 | 1                 | \$201,000.00 |
| 2           | 1                    | Complete blast and repair exterior surfaces of a 2,000,000 gallons multi-legged elevated steel tank with a 2-coat fire retardant polyurethane thermoplastic coating system, large area | \$170,000.00  | \$170,000.00   | 1                | \$170,000.00 | 1                 | \$170,000.00 |
| 3           | 1                    | Miscellaneous Repair Item A: Exterior ladder replacement, large area   | \$14,000.00   | \$14,000.00    | 1                | \$14,000.00  | 1                 | \$14,000.00  |
| 4           | 1                    | Miscellaneous Repair Item B: Roof maintenance/patching, large area   | \$4,000.00    | \$4,000.00     | 1                | \$4,000.00   | 1                 | \$4,000.00   |
| 5           | 1                    | etc.   | \$0.000.00    | \$0.000.00     | 1                | \$0.000.00   | 1                 | \$0.000.00   |
| 6           | 37                   | etc.   | \$125.00      | \$4,675.00     | 37               | \$4,675.00   | 37                | \$4,675.00   |
| 7           | 1                    | Miscellaneous Repair Item E: Foundation repair, large area   | \$3,000.00    | \$3,000.00     | 1                | \$3,000.00   | 1                 | \$3,000.00   |
| 8           | 1                    | Miscellaneous Repair Item F: Creek capped roof areas and associated members, large area  | \$8,000.00    | \$8,000.00     | 1                | \$8,000.00   | 1                 | \$8,000.00   |
| 9           | 48                   | Miscellaneous Repair Item G: Remove roof areas around roofs, per sq.   | \$121.00      | \$5,808.00     | 48               | \$4,000.00   | 48                | \$4,000.00   |
| 10          | 1                    | Removal debris containment, large area   | \$175,000.00  | \$175,000.00   | 1                | \$175,000.00 | 1                 | \$175,000.00 |
| 11          | 0                    | Power and work around ammonia and chlorine during painting operations, large area  | \$25,000.00   | \$0.00         | 0                | \$0.00       | 0                 | \$0.00       |
| 12-COR      | 1                    | Modify the ladder to facilitate repositioning, large area  | \$6,250.00    | \$6,250.00     | 1                | \$6,250.00   | 1                 | \$6,250.00   |

TOTAL CONTRACT CHANGE ORDER NO. 2

\$1,867,475.00

TOTAL WORK THIS APPLICATION

\$1,867,475.00

TOTAL WORK COMPLETED TO DATE

\$1,867,475.00

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 10E

**FROM:** Glenn Ellis, City Engineer  
Brittany Anderson, Senior Civil Engineer

**SUBJECT:** **Resolution approving Change Order Nos. 2 and 3, accepting the work, and authorizing final payment to SuBSurfco, LLC for the 2016 Sidewalk Program (Project No. 6870-759-005).**

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|--|---|

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### **RECOMMENDATION:**

Staff respectfully requests Council approve the resolution approving Change Order Nos. 2 and 3, accepting the work, and authorizing final payment in the amount of \$30,656.92 now and \$3,162.63 in 30 days to SuBSurfco, LLC of South Sioux City, Nebraska for the 2016 Sidewalk Program (Project No. 6870-759-005).

### **DISCUSSION:**

A contract was awarded to SuBSurfco, LLC of South Sioux City, Nebraska on August 15, 2016 under Resolution No. 2016-0717 for a contract amount of \$47,324.00. The work has been completed and approved by City staff.

This project involved various sidewalk repairs that were ordered by the City Engineer through official notices to property owners to replace/reconstruct defective sidewalk. In April 2016, 135 property owners were notified through door hangers and certified mail regarding the sidewalk repairs needed at their property. This notification gave them the option to obtain a permit to complete the repairs on their own or have it added to the 2016 Sidewalk Program to be completed by the City's hired contractor and invoiced for actual cost plus twenty-five percent to compensate for the cost of supervision and administration. At the time of bidding 48 properties were included in the bidding documents to have repairs made by the City's hired contractor. Due to the nature of the project, property owners were allowed to continue to pull a permit and make repairs on their own up until the City's hired contractor mobilized on-site. A total of 21 properties ended up being completed by the City's hired contractor and are in the process of being invoiced to the property owners. Should the property owners elect not to pay the invoices, staff will present the outstanding balances to City Council for approval to assess the properties.

Below is a summary of the project:

**Original Contract Amount: \$47,324.00**

**Change Order No. 1 Summary: \$9,200.00**

This change order was approved by Council under Resolution No. 2016-0914 on November 7,

2016, and included the additional expenses for complete right-of-way tree removals that were deemed necessary to make the sidewalk repairs.

**Change Order No. 2 Summary: \$29,070.15**

This change order, attached hereto for approval, include the additional expenses for added sidewalk repairs identified at the Tyson Event Center. This change order will be fully funded by the Tyson Event Center CIP 379-010.

**Change Order No. 3 Summary: -\$22,341.65**

This change order, attached hereto for approval, includes the final quantity adjustments for on-site measurements. Due to the nature of this project, property owners were allowed to complete repairs on their own after the project bid up until the contractor mobilized on-site. Multiple locations originally identified in the contract documents were completed by the property owners and thus quantities were reduced as shown in Change Order No. 3.

**Final Construction Cost: \$63,252.50**

The final construction cost for this project is \$63,252.50 which is 33.7% above the original contract amount.

**FINANCIAL IMPACT:**

This project is funded using General Obligation Bonds under CIP 759-005 Annual Sidewalk Program. The project currently has an available balance of \$67,386.63. Property owners will be invoiced for the actual cost plus twenty-five percent for the repairs completed on their property's sidewalk. Sidewalk repairs completed at the Tyson Event Center under Change Order No. 2 will be fully funded under CIP 379-010 Annual EFAB Remodel & Repair which has an available balance of \$513,979.41.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure  
Focus Area – Grow Sioux City

**ALTERNATIVES:**

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

**ATTACHMENTS:**

Resolution  
Change Order Nos. 2 and 3  
Final Payment Application

**RESOLUTION NO. 2017 - \_\_\_\_\_**  
with attachments

**RESOLUTION APPROVING CHANGE ORDER NOS. 2 AND 3, ACCEPTING THE WORK, AND AUTHORIZING FINAL PAYMENT TO SUBSURFCO, LLC FOR THE 2016 SIDEWALK PROGRAM (PROJECT NO. 6870-759-005).**

WHEREAS, on August 15, 2016, Sioux City, Iowa entered into a contract with SuBSurfco, LLC of South Sioux City, Nebraska for the 2016 Sidewalk Program within the City as therein described; and

WHEREAS, said Project included Change Order No. 2, a copy of which is attached hereto and by this reference made a part hereof, in the amount of \$29,070.15 for sidewalk repairs at the Tyson Event Center; and

WHEREAS, said Change Order No. 2 should be approved; and

WHEREAS, said Project included Change Order No. 3, a copy of which is attached hereto and by this reference made a part hereof, in the amount of -\$22,341.65 for final quantity adjustments; and

WHEREAS, said Change Order No. 3 should be approved; and

WHEREAS, said contractor has satisfactorily completed the construction of the project in accordance with the terms and conditions of said contract and the plans and specifications as shown by the engineer's report filed with the City Clerk on January 9, 2017, and attached hereto and made a part hereof; and

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

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

- A. That Change Order No. 2, be and the same is hereby approved and the City Manager is hereby authorized and directed to execute said Change Order No. 2 for and on behalf of the City.
- B. That Change Order No. 3, be and the same is hereby approved and the City Manager is hereby authorized and directed to execute said Change Order No. 3 for and on behalf of the City.
- C. The said report of the Engineer, be, and the same is hereby approved and adopted and the project is hereby approved and accepted as having been fully completed in accordance with the said plans and specifications and contract and the total project cost of the project under said contract is hereby determined to be \$63,252.50 as shown in said report of the Engineer.

D. The Director of Finance be, and she is hereby authorized and directed to issue a check in the amount of \$30,656.92 now and in the amount of \$3,162.63 in thirty days provided there are no liens or claims against retainage on file, payable from the appropriate fund in favor of SuBSurfco, LLC for the construction of the project.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

# SILOUX CITY

405 8th Street | P.O. Box 447 | Sioux City, IA 51102

CHANGE ORDER NO. 2

Date of Issuance: 12/13/16

Project No. 6870-759-005

Contract Date: 08/22/16

Project: 2016 Sidewalk Repair Program

Contractor:  
SuBSurface, LLC  
402 Golf Road  
South Sioux City, NE

YOU ARE DIRECTED TO MAKE THE CHANGES NOTED BELOW IN THE SUBJECT CONTRACT

| Item No. | Item Code    | Description                              | Units | Plan Quantity | Adjusted Quantity | Unit Price | Quantity Change | Total Cost   |
|----------|--------------|--|-------|---------------|-------------------|------------|-----------------|--------------|
| 1A       | 7030-SP-1    | Sawcut, sidewalk pavement                | LF    | 0.00          | 1016.00           | \$ 4.00    | 1016.00         | \$ 4,064.00  |
| 2A       | 7030-108-A-0 | Pavement removal, sidewalk               | SF    | 0.00          | 3899.70           | \$ 1.50    | 3899.70         | \$ 5,849.55  |
| 3A       | 7030-108-H-1 | Driveway/Sidewalk, PCC, 6"               | SY    | 0.00          | 433.30            | \$ 36.00   | 433.30          | \$ 15,596.80 |
| 10       |              | Flowable Mortar                          | CY    | 0.00          | 3.00              | \$ 165.00  | 3.00            | \$ 495.00    |
| 11       |              | Sealing - Expansion Joint - Back of Curb | LF    | 0.00          | 472.00            | \$ 4.90    | 472.00          | \$ 2,312.80  |
| 12       |              | Traffic Control - Tyson Event Center     | LS    | 0.00          | 100               | \$ 750.00  | 1.00            | \$ 750.00    |

Value of Change Order: \$ 29,070.15

Original Contract Price: \$47,524.00  
 Previously Approved Change Orders:  
 No. 1 Date: 10/13/16 \$9,200.00  
 No. Date: \$0.00  
 No. Date: \$0.00  
 No. Date: \$0.00  
 Net Increase / Decrease this Change Order: \$29,070.15  
 Revised Contract Price: \$85,594.15

Contract Time Prior to this Change Order (Working Days)

64

Net Increase Resulting from this Change Order (Working Days)

0

Revised Contract Time Including this Change Order (Working Days)

64

Justification

This change order covers the additional expense for the added sidewalk repairs at the Tyson Event Center.

Contractor

12/20/16

Date

Inspector

12/21/16

Date

Project Engineer

Date

City Engineer

12/21/16

Date

City Manager

21 Dec '16

Date

cc: Contractor  
Engineering  
Finance  
Clerk's Office



405 9th Street | P.O. Box 447 | Sioux City, IA 51102

CHANGE ORDER NO. 3

Date of Issuance: 12/13/16

Project No. 8670-759-006

Contract Date: 08/22/16

Project: 2016 Sidewalk Repair Program

Contractor:  
SubSurfco, LLC  
402 Golf Road  
South Sioux City, NE 68

| YOU ARE DIRECTED TO MAKE THE CHANGES NOTED BELOW IN THE SUBJECT CONTRACT |               |                                   |       |               |                   |            |                 |                |
|--|---------------|-----------------------------------|-------|---------------|-------------------|------------|-----------------|----------------|
| Item No.   | Item Code     | Description                       | Units | Plan Quantity | Adjusted Quantity | Unit Price | Quantity Change | Total Cost     |
| 1  | 7030-SP-1     | Sawcut sidewalk pavement          | LF    | 344.00        | 106.00            | \$ 4.00    | -238.00         | \$ (952.00)    |
| 2  | 7030-108-A-0  | Pavement removal, sidewalk        | SF    | 5236.00       | 2337.00           | \$ 1.50    | -2899.00        | \$ (4,348.50)  |
| 3  | 7030-108-H-1  | Driveway/Sidewalk, PCC, 6"        | SY    | 320.00        | 195.30            | \$ 36.00   | -124.70         | \$ (4,489.20)  |
| 4  | 7030-108-E-0  | Sidewalk, PCC 4"                  | SF    | 5236.00       | 2337.00           | \$ 4.00    | -2899.00        | \$ (11,596.00) |
| 5  | 7040-108-H-0  | Pavement removal, street/driveway | SY    | 320.00        | 195.30            | \$ 13.50   | -124.70         | \$ (1,883.45)  |
| 6  | 7040-SP-1     | Sawcut, street/driveway paving    | LF    | 212.00        | 107.50            | \$ 5.00    | -104.50         | \$ (522.50)    |
| 7  | SP-4, ITEM 15 | 2" to 6" Tree Root Removal        | EA    | 1.00          | 6.00              | \$ 250.00  | 5.00            | \$ 1,250.00    |

Value of Change Order: \$ (22,341.65)

|  |                |             |
|--|----------------|-------------|
| Original Contract Price:                   | \$47,324.00    |             |
| Previously Approved Change Orders:         |                |             |
| No. 1                                      | Date: 10/13/16 | \$8,200.00  |
| No. 2                                      | Date: 01/09/16 | \$29,070.15 |
| No.  | Date:          | \$0.00      |
| No.  | Date:          | \$0.00      |
| Net Increase / Decrease this Change Order: | \$-22,341.65   |             |
| Revised Contract Price:                    | \$63,252.50    |             |

Contract Time Prior to this Change Order (Working Days)

54

Net Increase Resulting from this Change Order (Working Days)

0

Revised Contract Time Including this Change Order (Working Days)

64

Justification

This change order serves as the final quantity adjustment for the project. This includes additional quantities that were added for sidewalk repairs at W. 1st & Hamilton. Multiple locations originally identified in the contract documents were completed by the property owner thus removed from the contract via this quantity adjustment.

Contractor:

*ML* 12/20/16

Date

Inspector:

*JLH* 12/21/16

Date

Project Engineer:

*Billancey AC* 12/21/16

Date

City Engineer:

*Steve W.* 21 Dec. 16

Date

City Manager:

Date

cc: Contractor  
Engineering  
Finance  
Clark's Office



405 6th Street | P.O. Box 447 | Sioux City, IA 51102

CERTIFICATE OF PAYMENT NO. 3 - FINAL

Date of Issuance: 12/13/2016

Project No. 6870-759-005

Contract Date: 8/22/16

Project: 2016 Sidewalk Repair Program

Contractor:  
SubSurfco, LLC  
402 Golf Road  
South Sioux City, NE 68776

Payment Period  
11/20/16 to 12/10/16

| DETAILED ESTIMATE                       |          |            |            |
|---|----------|------------|------------|
| Description                             | Quantity | Unit Price | Total Cost |
| See attached for quantities & addresses |          |            |            |

Value of Work Completed this Estimate: \$32,270.45

Original Contract Price: \$47,324.00  
Approved Change Orders:  
No. 1 Date: 11/07/16 \$9,200.00  
No. 2 Date: 01/09/16 \$29,070.15  
No. 3 Date: 01/09/16 -\$22,341.65  
No. Date: \$0.00  
No. Date: \$0.00  
Total Contract Price: \$63,252.50

Total Value of Completed Work: \$63,252.50  
Total Retainage (5%): \$3,162.63  
Total Net Amount: \$60,089.87

Less: Estimates previously approved:

|       | Net Payment        | Retainage         |
|-------|--------------------|-------------------|
| No. 1 | <u>\$7,559.43</u>  | <u>\$397.87</u>   |
| No. 2 | <u>\$21,873.52</u> | <u>\$1,151.23</u> |
| No. 3 | <u>\$0.00</u>      | <u>\$0.00</u>     |
| No. 4 | <u>\$0.00</u>      | <u>\$0.00</u>     |
| No. 5 | <u>\$0.00</u>      | <u>\$0.00</u>     |
| Total | <u>\$29,432.95</u> | <u>\$1,549.10</u> |

Value of Work Completed this Estimate: \$32,270.45  
Retainage held this Estimate: \$1,513.53  
NET AMOUNT DUE THIS ESTIMATE: \$30,656.92

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

*MS* 12/20/16  
Contractor Date  
*JL Day* 12/21/16  
Inspector Date  
*Brittany Aire* 12/21/16  
Project Engineer Date  
*Steph. Ellis* 21 Dec 16  
City Engineer Date

cc: Contractor  
Engineering  
Finance  
Clerk's Office

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| ITEM NUMBER                             | ITEM CODE    | DESCRIPTION                               | UNITS | CONTRACT QUANTITY | UNIT PRICE | CONTRACT PRICE | PREVIOUS QUANTITY | AMOUNT PREVIOUS | QUANTITY THIS PERIOD | TOTAL QUANTITY | TOTAL AMOUNT COMPLETED | TOTAL AMOUNT DUE THIS PERIOD |
|---|--------------|---|-------|-------------------|------------|----------------|-------------------|-----------------|----------------------|----------------|------------------------|------------------------------|
| 1                                       | 7000-SP-1    | Standard, 10000 ft, 10000 ft              | LF    | 344.90            | \$ 1.00    | \$ 344.90      | 36.05             | \$ 36.05        | 10.00                | 360.95         | \$ 424.00              | \$ 40.00                     |
| 2                                       | 7000-100-A-0 | Permit required, required                 | LF    | 6226.00           | \$ 1.50    | \$ 9339.00     | 1829.00           | \$ 2,751.80     | 526.00               | 2337.80        | \$ 3,025.50            | \$ 802.50                    |
| 3                                       | 7000-100-H-1 | Delivery/Install, FCC, 6"                 | LF    | 217               | \$ 220.20  | \$ 265.00      | 11,500.00         | \$ 185.90       | 3                    | 6,372.40       | \$ 440                 | \$ 156.40                    |
| 4                                       | 7000-100-E-0 | Delivery, FCC, 4"                         | LF    | 326.00            | \$ 4.00    | \$ 1,264.00    | 180.00            | \$ 720.00       | 536.00               | 2,337.00       | \$ 1,948.00            | \$ 2,140.00                  |
| 5                                       | 7000-100-H-0 | Delivery/Install, FCC, 10"                | LF    | 57                | \$ 200.00  | \$ 13.50       | 6,000.00          | \$ 180.00       | 3                    | 2,171.15       | \$ 440                 | \$ 537.50                    |
| 6                                       | 7000-SP-1    | Supplies, Infrastructure, General         | LF    | 212.00            | \$ 5.00    | \$ 1,060.00    | 107.00            | \$ 1,060.00     | 0.00                 | 107.00         | \$ 1,060.00            | \$ 0.00                      |
| 7                                       | SP-A-ITEM-90 | 2" to 6" True Right Handing               | LF    | 85                | \$ 1.00    | \$ 85.00       | 253.05            | \$ 253.05       | 0.00                 | 85.00          | \$ 1,500.00            | \$ 1,500.00                  |
| Change Order No. 1                      |              |   |       |                   |            |                |                   |                 |                      |                |                        |                              |
| E                                       |              | Time Extension - 1000 Block Street        | EA    | 1 (2)             | \$ 0.00    | \$ 0.00        | 0.00              | \$ 0.00         | 0.00                 | 0.00           | \$ 0.00                | \$ 0.00                      |
|   |              | Time Removal - 1000 Block Street          | EA    | 1 (2)             | \$ 0.00    | \$ 0.00        | 0.00              | \$ 0.00         | 0.00                 | 0.00           | \$ 0.00                | \$ 0.00                      |
| Change Order No. 2 - Tycon Event Center |              |   |       |                   |            |                |                   |                 |                      |                |                        |                              |
| 18                                      | 7000-SP-1    | Supplies, Infrastructure                  | LF    | 1015.00           | \$ 4.00    | \$ 4,064.00    | 0.00              | \$ 0.00         | 1516.00              | \$ 4,064.00    | \$ 4,064.00            | \$ 4,064.00                  |
| 24                                      | 7000-100-A-0 | Permit required, required                 | LF    | 3698.00           | \$ 1.50    | \$ 5,597.00    | 0.00              | \$ 0.00         | 2616.70              | \$ 5,449.50    | \$ 5,449.50            | \$ 5,449.50                  |
| 34                                      | 7000-100-H-1 | Delivery/Install, FCC, 6"                 | LF    | 433.30            | \$ 265.00  | \$ 115,500.00  | 0.00              | \$ 0.00         | 4,131.30             | \$ 15,500.00   | \$ 15,500.00           | \$ 15,500.00                 |
| 10                                      |              | Flaskable Methyl                          | CF    | 3.00              | \$ 445.00  | \$ 1,335.00    | 0.00              | \$ 0.00         | 1.00                 | \$ 405.00      | \$ 405.00              | \$ 405.00                    |
| 11                                      |              | Sealing Agent - Joint - Hatch of Sidekick | LF    | 472.00            | \$ 4.00    | \$ 2,312.00    | 0.00              | \$ 0.00         | 472.00               | \$ 2,312.00    | \$ 2,312.00            | \$ 2,312.00                  |
| 12                                      |              | Tropic Control - Tycon Event Center       | LF    | 1.00              | \$ 740.00  | \$ 740.00      | 0.00              | \$ 0.00         | 1.00                 | \$ 740.00      | \$ 740.00              | \$ 740.00                    |
| Change Order No. 3                      |              |   |       |                   |            |                |                   |                 |                      |                |                        |                              |
| Quality As Required                     |              |   |       |                   |            |                |                   |                 |                      |                |                        |                              |
| TOTAL                                   |              |   |       |                   |            |                |                   |                 |                      |                |                        |                              |
|   |              |   |       |                   |            |                |                   |                 |                      |                | \$ 3,270.45            |                              |
|   |              |   |       |                   |            |                |                   |                 |                      |                | \$ 1,613.50            |                              |
|   |              |   |       |                   |            |                |                   |                 |                      |                | \$ 30,802.05           |                              |
|   |              |   |       |                   |            |                |                   |                 |                      |                | \$ 91,292.50           |                              |
|   |              |   |       |                   |            |                |                   |                 |                      |                | \$ 10,856.92           |                              |

| PROPERTY ADDRESS                                  | ITEM NO. 1<br>ITEM CODE 7030-SP-1<br>SAWCUT, SIDEWALK PAVEMENT (LF) | ITEM NO. 2<br>ITEM CODE 7030-108-A-0<br>PAVEMENT REMOVAL, SIDEWALK (SF) | ITEM NO. 3<br>ITEM CODE 7030-108-H-1<br>DRIVEWAY/SIDEWALK, PCC, 6" (SY) | ITEM NO. 4<br>ITEM CODE 7030-108-E-0<br>SIDEWALK, PCC 4" (SF) | ITEM NO. 5<br>ITEM CODE 7040-108-H-0<br>PAVEMENT REMOVAL, STREET/DRIVEWAY<br>(SY) | ITEM NO. 6<br>ITEM CODE 7040-SP-1<br>SAWCUT, STREET/DRIVEWAY PAVING (LF) | ITEM NO. 7<br>ITEM CODE SP-4, ITEM 18<br>2" TO 6" TREE ROOT REMOVAL (EA) |
|---|---|---|---|---|---|--|--|
| <b>Pay Request 1 Addresses</b>                    |   |   |   |   |   |  |  |
| 1620 Rock St                                      | 24.00   | 262.00  |   | 262.00  |   |  |  |
| 1442 Glendale Blvd                                | 6.00  | 104.00  |   | 104.00  |   |  |  |
| 2952 Gateway Pl                                   |   |   | 6.40  |   | 6.40  | 4.00   |  |
| 2954 Gateway Pl                                   | 4.00  | 136.00  | 3.50  | 136.00  | 3.50  |  |  |
| 3412 Park View Blvd                               | 13.00   | 63.00   | 4.80  | 63.00   | 4.80  | 20.00  |  |
| 5115 Morningside Ave                              | 4.00  | 32.00   |   | 32.00   |   |  |  |
| 1408 Hill Ave                                     | 8.00  | 114.00  |   | 114.00  |   |  |  |
| 722 Nebraska St                                   |   |   | 36.70   |   | 36.70   |  |  |
| 1609 Riverside Blvd                               |   | 80.00   |   | 80.00   |   |  |  |
| 1629 Riverside Blvd                               |   | 32.00   |   | 32.00   |   |  |  |
| 2116 Mc Donald St                                 |   | 75.00   |   | 75.00   |   |  |  |
| <b>Pay Request 2 Addresses</b>                    |   |   |   |   |   |  |  |
| Tomahawk Condos<br>(1815-1841 Indian Hills Drive) |   | 20.00   | 77.30   | 20.00   | 77.30   | 83.50  |  |
| 1700 Irene St                                     | 8.00  | 76.00   |   | 76.00   |   |  |  |
| 2420 S. Lemon St                                  | 8.00  | 96.00   |   | 96.00   |   | 2.00   |  |
| 416 W 8th St                                      | 19.00   | 500.00  | 62.20   | 500.00  | 62.20   |  |  |
| 3501 Cheyenne Blvd                                |   | 32.00   |   | 32.00   |   | 2.00   |  |
| 3504 Cheyenne Blvd                                |   | 36.00   |   | 36.00   |   | 2.00   |  |
| 1302 25th St                                      |   | 60.00   |   | 60.00   |   |  |  |
| 1320 25th St                                      |   | 64.00   |   | 64.00   |   |  |  |
| <b>Pay Request 3 Addresses</b>                    |   |   |   |   |   |  |  |
| 1525 S Helen St                                   |   |   | 4.40  |   | 4.40  |  |  |
| W. 1st & Hamilton                                 | 10.00   | 535.00  |   | 535.00  |   |  |  |
| Tyson Event Center                                | 1016.00   | 3899.70   | 433.30  |   |   |  |  |
|   |   |   |   |   |   |  |  |
| <b>PROJECT TOTAL</b>                              | <b>1122.00</b>  | <b>6236.70</b>  | <b>628.60</b>   | <b>2337.00</b>  | <b>195.30</b>   | <b>107.50</b>  | <b>6.00</b>  |

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 10F

**FROM:** Justin Vondrak, Assistant City Attorney

**SUBJECT:** **Resolution approving settlement of a tort claim and authorizing payment  
(Townhouse Pizza and Lounge)**

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|                     |   |  |   |  |
|---------------------|---|--|---|--|
| <b>Reviewed By:</b> | <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 settlement of this sewer backup property damage claim.

**DISCUSSION:**

On or about October 4, 2016, Rick Domonoski, owner and operator of the Townhouse Pizza and Lounge, 2701 Floyd Boulevard, contacted the City's Utilities Department concerning sewer problems at the business.

It was advised that Roto Rooter had been hired by the Townhouse Pizza and Lounge to dig up the private sanitary sewer because they were having problems with drainage. Roto Rooter dug up the sewer and found that a City 12" water main was laid right over the top of the sewer. Over the years, the water main may have settled and caused the sewer to crack and break. In checking the history of the water main installation, we found that the 12" water main was replaced in 2001. It was done as part of Phase I of the Floyd Boulevard to 32nd Street Water Main Project.

Roto Rooter has resolved the issue and submitted a bill to the Townhouse Pizza and Lounge in the amount of \$9,702.57. Settlement has been reached for this amount.

**FINANCIAL IMPACT:**

Reduce the Tort Fund by \$9,702.57.

**RELATIONSHIP TO STRATEGIC PLAN:**

None

**ALTERNATIVES:**

Litigation

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2017-\_\_\_\_\_**

**RESOLUTION APPROVING SETTLEMENT OF A TORT CLAIM AND  
AUTHORIZING PAYMENT (TOWNHOUSE PIZZA AND LOUNGE)**

WHEREAS, a claim was filed against the City of Sioux City, Iowa, by Rick Domonoski, owner and operator of the Townhouse Pizza and Lounge, 2701 Floyd Boulevard, concerning sewer problems at the business; and

WHEREAS, the City Council has been advised and does believe that it will be in the best interests of the City to compromise and settle said claim without admitting liability.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that said claim for property damage be settled in full and the Director of Finance be and she is hereby authorized and directed to issue a check from the appropriate fund payable to Roto-Rooter in the amount of \$9,702.57

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

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
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:** January 9, 2017

**ACTION ITEM #** 11A

**FROM:** Glenn Sedivy, Communication Center Director

**SUBJECT:** **Resolution proposing to sublease a portion of space on the existing public safety communications tower located at 4647 Stone Avenue to Senet, Inc. for installation, operation and maintenance of a communication system and authorizing and directing publication of notice to sublease such real estate.**

---

|              |                                     |                     |                                     |                    |
|--------------|-------------------------------------|---------------------|-------------------------------------|--------------------|
| Reviewed By: | <input checked="" type="checkbox"/> | Department Director | <input checked="" type="checkbox"/> | Finance Department |
|--------------|-------------------------------------|---------------------|-------------------------------------|--------------------|

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|                                     |               |                                     |              |
|-------------------------------------|---------------|-------------------------------------|--------------|
| <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 inviting proposals for the sublease of a portion of the Public Safety Communication Tower located at the Western Iowa Tech Community College to Senet, Inc. for installation, operation and maintenance of a communication system.

**DISCUSSION:**

On May 17, 2004, pursuant to Resolution No. 2004-0437, the City Council authorized and approved a 99 year lease agreement with Western Iowa Tech Community College for use of college property located in the vicinity of 4647 Stone Avenue for use of the land for the Starcomm Communications Tower. Senet, Inc. desires to sublease a portion of said communication tower for the installation, operation and maintenance of a communication system. This sublease would allow the City to lease tower space to Senet, Inc. for their communications equipment.

The total monthly rent to be paid will not be less than \$350.00 per month throughout the initial term of five (5) years, but total rent may be higher than \$350.00 per month if Senet, Inc.'s equipment changes in technology type and/or increases in quantity or size, whereby a new monthly rate increasing the base rate shall be negotiated.

**FINANCIAL IMPACT:**

This sublease would allow Starcomm to receive revenue from Senet, Inc. for tower rent which would provide a revenue stream to offset their operating budget.

**ALTERNATIVES:**

Not approve sublease.

**ATTACHMENTS:**

Resolution

**Hard Copy:** Proposed sublease

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION PROPOSING TO SUBLEASE A PORTION OF SPACE ON THE EXISTING PUBLIC SAFETY COMMUNICATIONS TOWER LOCATED AT 4647 STONE AVENUE TO SENET, INC. FOR INSTALLATION, OPERATION AND MAINTENANCE OF A COMMUNICATION SYSTEM AND AUTHORIZING AND DIRECTING PUBLICATION OF NOTICE TO SUBLEASE SUCH REAL ESTATE.

WHEREAS, on May 17, 2004, pursuant to Resolution No. 2004-0437, the City Council authorized and approved a lease agreement with Western Iowa Tech Community College for use of college property located in the vicinity of 4647 Stone Avenue for a public safety communications tower site; and

WHEREAS, the City desires to sublease a portion of space on said public safety communications tower to Senet, Inc. for installation, operation and maintenance of a communication system; and

WHEREAS, there is now on file in the office of the City Clerk a resolution by virtue of which the City proposes to sublease a portion of the following described real property:

Space on the Public Safety Communication Tower located at 4647 Stone Avenue and more particularly described as follows:

All that part of the South One-Half (S ½) of the Northwest Quarter (NW ¼) of Section 36, Township 89 North, Range 47 West of the 5<sup>th</sup> Principal Meridian, Sioux City, Woodbury County, Iowa, described as follows:

Commencing at the Northeast corner of the SW ¼ of the NW ¼ of said Section 36; thence S 43°22'02"W for 60.00 feet to the point of beginning; thence S 46°37'58"E for 50.00 feet; thence S 43°22'02"W for 100.00 feet; thence N 46°37'58"W for 100.00 feet; thence N 43°22'02"E for 100.00 feet; thence S 46°37'58"E for 50.00 feet to the point of beginning. Said described lease contains 10,000.00 square feet.

NOTE: Basis of bearings established by reference to Plat of Survey and legal description as recorded on Roll 598 – Images 635 through 639 in the Woodbury County Recorder's Office, Sioux City, Iowa,

to Senet, Inc. for a period of five (5) years commencing when required licenses and permits are acquired by Senet, Inc., with Senet, Inc. having the option to extend for a further period of four (4) five (5) year terms with consent from the expiration of the initial term upon such terms as are mutually agreed upon by the parties; and

WHEREAS, Section 364.7 of the Iowa Code requires that notice of the proposed sublease be published in the manner provided under Section 362.3 of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the resolution shall come on for final hearing before the City Council on January 23, 2017 at 4:00 o'clock P.M., or as soon thereafter as said matter can be reached for hearing.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to give notice of such proposed sublease as is required by law.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

**NOTICE OF HEARING ON SUBLEASE OF  
WESTERN IOWA TECH COMMUNITY COLLEGE PROPERTY**

NOTICE is hereby given that there is now on file in the office of the City Clerk located at the Customer Service Center on First Floor of City Hall, 405 6th Street, Sioux City, Iowa, a resolution proposing to sublease a portion of the following described real property:

Space on the Public Safety Communication Tower located at 4647 Stone Avenue and more particularly described as follows:

All that part of the South One-Half (S ½) of the Northwest Quarter (NW ¼) of Section 36, Township 89 North, Range 47 West of the 5<sup>th</sup> Principal Meridian, Sioux City, Woodbury County, Iowa, described as follows:

Commencing at the Northeast corner of the SW ¼ of the NW ¼ of said Section 36; thence S 43°22'02"W for 60.00 feet to the point of beginning; thence S 46°37'58"E for 50.00 feet; thence S 43°22'02"W for 100.00 feet; thence N 46°37'58"W for 100.00 feet; thence N 43°22'02"E for 100.00 feet; thence S 46°37'58"E for 50.00 feet to the point of beginning. Said described lease contains 10,000.00 square feet.

NOTE: Basis of bearings established by reference to Plat of Survey and legal description as recorded on Roll 598 – Images 635 through 639 in the Woodbury County Recorder's Office, Sioux City, Iowa,

to Senet, Inc. for a period of five (5) years commencing when required licenses and permits are acquired by Senet, Inc., with Senet, Inc. having the option to extend for a further period of four (4) five (5) year terms with consent from the expiration of the initial term upon such terms as are mutually agreed upon by the parties. Said premises are to be used for installation, operation and maintenance of a communication system.

Said sublease will come on for public hearing before the Sioux City City Council in the Council Chambers, Room 504, City Hall, 405 6th Street, Sioux City, Iowa, on January 23, 2017, at the council meeting commencing at 4:00 P.M., Local Time, or as soon thereafter as the matter may be considered. At said hearing interested persons may appear and be heard for or against said sublease.

CITY OF SIOUX CITY, IOWA

BY: Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal January 14, 2017.

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 11B

**FROM:** Michelle Brady, Neighborhood Services Project and Financial Coordinator

**SUBJECT:** **Resolution Authorizing the Release of a Mortgage with Mary M. Vuncannon for 1423 Summit Street under the Community Development Block Grant Rental Rehabilitation Program.**

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|                     |   |   |   |
|---------------------|---|---|---|
| <b>Reviewed By:</b> | <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 a mortgage release as part of the Rental Rehabilitation Program.

**DISCUSSION:**

The City conducts a Rental Rehabilitation Program as part of the Community Development Block Grant (CDBG) funded activities to assist with the rehabilitation of residential rental properties. The purpose of the program is to improve the exterior of rental properties and reduce lead based paint hazards in the City's urban renewal areas. The property owners are required to match the eligible CDBG funds. The City (CDBG) funds are secured with a mortgage and promissory note and the property owner is required to retain ownership for one to three years based upon the number of units. Once the terms of the Rental Rehabilitation Program are met the City releases the mortgage.

The property located at 1423 Summit Street and owned by Mary M. Vuncannon has met the terms of the Rental Rehabilitation Program agreement and the mortgage needs to be released. The property includes four residential units and was eligible for up to \$5,000 per unit for a total of \$20,000 in CDBG funds. The owners were required to match the CDBG funds. Following is the project's city investment and the property owner match.

| <u>Property – Owner</u>    | <u>CDBG funds</u> | <u>Match</u> | <u>Total Project</u> |
|----------------------------|-------------------|--------------|----------------------|
| 1423 Summit St – Vuncannon | \$8,929.0         | \$8,929.65   | \$17,858.65          |

City staff recommends that the mortgage be released per the terms of the Rental Rehabilitation Program mortgage and promissory note.

**FINANCIAL IMPACT:**

None

**RELATIONSHIP TO STRATEGIC PLAN:**

Expand Development Opportunities and Grow Sioux City

7. Conduct an aggressive neighborhood rehabilitation program within three existing Sioux City neighborhoods and begin the planning of three new neighborhood areas.

**ALTERNATIVES:**

None recommended.

**ATTACHMENTS:**

Resolution

Release of Real Estate Mortgage

**RESOLUTION NO. 2017 – \_\_\_\_\_**  
with attachments

**RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE WITH MARY M. VUNCANNON FOR 1423 SUMMIT STREET UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT RENTAL REHABILITATION PROGRAM.**

WHEREAS, the City of Sioux City, Iowa, pursuant to the Community Development Block Grant Rental Rehabilitation Program does, from time to time, make no interest forgivable loans for the purpose of rehabilitating rental residential structures; and

WHEREAS, the City of Sioux City, Iowa, made a forgivable loan to Mary M. Vuncannon for rehabilitation work done on the property at 1423 Summit Street, Sioux City, Iowa, legally described as:

Lot Two (2) and the North One-Half (1/2) of Lot Three (3), in Block Eight (8), Rose Hill Addition to Sioux City, Second Plat, in the County of Woodbury and State of Iowa.; and

WHEREAS, said loan was secured with a mortgage on real estate dated June 13, 2005, and recorded in the office of the Woodbury County Recorder's Office on June 28, 2005, at Roll 676 Image 3472 through 3475; and

WHEREAS, the property owner has satisfied the program requirements and the mortgage on the real estate must now be released; and

WHEREAS, there is attached hereto and by this reference made a part hereof, a Release of Real Estate Mortgage, which Release should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Release of Real Estate Mortgage referred to in the preamble hereof for the above described property be and the same is hereby approved and the Mayor be and he is hereby authorized and directed to execute said Release of Real Estate Mortgage for and on behalf of the City.

PASSED AND APPROVED: January 9, 2017 \_\_\_\_\_  
\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Lisa L. McCardle, City Clerk

Return to and Prepared by: Michelle Brady, City Hall, 405 6<sup>th</sup> St. Sioux City, IA 51102, 712-279-6245.

# RELEASE OF REAL ESTATE MORTGAGE

The undersigned, Robert E. Scott, the duly elected Mayor for the City of Sioux City, certifies and declares that the certain Mortgage dated **June 13, 2005**, made and executed by **Mary M. Vun-cannon**, to the **City of Sioux City**, Iowa and given in consideration of the receipt of funds for the rehabilitation of the following described real property:

**Lot Two (2) and the North One-Half (1/2) of Lot Three (3), in Block Eight (8), Rose Hill Addition to Sioux City, Second Plat, in the County of Woodbury and State of Iowa.**

which Mortgage and Promissory Note were recorded in the office of the Woodbury County Auditor & Recorder on **6/28/2005**, at **Roll 676 Image 3472 through 6475**, is fully discharged.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

## **CITY OF SIOUX CITY, IOWA**

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Robert E. Scott, Mayor

STATE OF IOWA )  
 ) SS:  
WOODBURY COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County of Woodbury, State of Iowa, personally appeared **Robert E. Scott, Mayor**, to me personally known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

My commission expires:

Notary Public in and for said County and State

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017      **ACTION ITEM #** 11C & D

**FROM:** Jeff Hanson, Community Development Operations Manager (CR)

**Resolution approving and accepting an Amendment to the Offer of Sale of Land from Robert L. and Michelle Lessard for property to be used in connection with the development of the Bridgeport West Industrial Park (Property commonly known as 2225 Boulevard of Champions; 2301 Boulevard of Champions and 4805 Patton Street)**

**SUBJECT:** **Resolution approving and accepting a Warranty Deed from Robert L. and Michelle Lessard for property to be used in connection with the development of the Bridgeport West Industrial Park and authorizing payment. (Property commonly known as 2225 Boulevard of Champions; 2301 Boulevard of Champions and 4805 Patton Street)**

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|                     |   |                           |   |
|---------------------|---|---------------------------|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <b>Finance Department</b> | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|---------------------------|---|

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**RECOMMENDATION:**

Staff respectfully requests Council approve the proposed resolutions.

**DISCUSSION:**

On the agenda for Monday are two resolutions relating to the City's acquisition of the property commonly known as 2225 Boulevard of Champions, 2301 Boulevard of Champions and 4805 Patton Street.

The first is a resolution approving an Amendment to the Offer of Sale of Land executed by the Lessards on December 29, 2015 and approved by the City Council on January 25, 2016 (Resolution 2016-0045). The amendment will allow the Lessards to continue to use a portion of the property for storage and crushing of concrete which is currently on the site for a time period ending no later than June 30, 2017.

The second resolution is approving and accepting a Warranty Deed from the Lessards and authorizing payment in the amount of \$383,700.00. Closing is scheduled for January 13, 2017. The amount of \$255,800.00 shall be due upon the real estate closing. The amount of \$127,900.00 shall be payable on or before June 30, 2017 according to the terms of the Amendment to Offer of Sale of Land.

**FINANCIAL IMPACT:**

Proceeds from prior sales of Bridgeport West properties will be used for the acquisition of this parcel.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility - Infrastructure

Focus Area – Expand Development Opportunities and Grow Sioux City

**ALTERNATIVES:**

Do not approve the resolution

**ATTACHMENTS:**

Proposed Resolutions

Amendment to Offer of Sale

Form of Deed

Aerial

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION APPROVING AND ACCEPTING AN AMENDMENT TO THE OFFER OF SALE OF LAND FROM ROBERT L. AND MICHELLE LESSARD FOR PROPERTY TO BE USED IN CONNECTION WITH THE DEVELOPMENT OF THE BRIDGEPORT WEST INDUSTRIAL PARK (PROPERTY COMMONLY KNOWN AS 2225 BOULEVARD OF CHAMPIONS; 2301 BOULEVARD OF CHAMPIONS AND 4805 PATTON STREET)

WHEREAS, in connection with the development of the Bridgeport West Industrial Park, the City Council approved and accepted an Offer of Sale of Land on January 25, 2016, pursuant to Resolution No. 2016-0045, for the acquisition of land owned by Robert L. and Michelle Lessard legally described as follows:

A parcel of land located in part of the South  $\frac{3}{4}$  of Government Lot Two, in Sec. 24, T88N, R48W of the 5<sup>th</sup> P.M., in the City of Sioux City, Woodbury County, Iowa, described as follows: Commencing at the E  $\frac{1}{4}$  Corner of said Sec. 24; thence S89°14.5'W, 2,811.0 ft. along the south line of the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the south line of Government Lot Two to the Point of Beginning; thence N28°07.9'W, 494.6 ft.; thence S89°14.5'W, 451.6 ft.; thence S3°26.1'W, 440.4 ft. to a point on the south line of said Government Lot Two; thence N89°14.5'E, 711.2 ft. along said south line to the Point of Beginning. (Containing 5.86 acres)

AND

A parcel of land located in part of the South  $\frac{3}{4}$  of Government Lot Two in Sec. 24, T88N, R48W of the 5<sup>th</sup> P.M., in the City of Sioux City, Woodbury County, Iowa, described as follows: Commencing at the E  $\frac{1}{4}$  Corner of said Sec. 24; thence S 89°14.5'W, 2811.0 ft. along the south line of the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the south line of Government Lot Two; thence N28°07.9'W, 494.6 ft. to the Point of Beginning; thence continuing N28°07.9'W, 248.6 ft.; thence northerly 329.4 ft. along a 761.5 ft. radius curve, concave easterly, having a long chord of 326.8 ft. and bearing N15°44.4'W to a point on the north line of the South  $\frac{3}{4}$  of said Government Lot Two; thence S88°56.8'W, 167.0 ft. along said north line; thence S12°55.4'W, 281.8 ft.; thence S3°26.1'W, 262.5 ft. to a point on the south line of said Government Lot Two; thence N89°14.5'E, 451.6 ft. along said south line to the Point of Beginning. (Containing 3.66 acres)

AND

A parcel of land located in part of the South  $\frac{3}{4}$  of Government Lot Two in Sec. 24, T88N, R48W of the 5<sup>th</sup> P.M., in the City of Sioux City, Woodbury County, Iowa, described as follows: Commencing at the E  $\frac{1}{4}$  Corner of said Sec. 24; thence S89°14.5'W, 3522.2 ft. along the south line of the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the south line of Government Lot Two the Point of Beginning; thence N3°26.1'E, 702.9 ft.; thence N12°55.4'E, 281.8 ft. to a point on the north line of the South  $\frac{3}{4}$  of Government Lot Two; thence S88°56.8'W, 349.4 ft. along said north line; thence N0°25.0'E, 41.2 ft.; thence N89°51.2'W, 46.7 ft.; thence S15°22.7'E, 43.4 ft.; thence S16°02.4'E, 93.9 ft.; thence S37°15.4'E, 162.0 ft.; thence S27°29.4'E, 291.2 ft.; thence S10°12.9'W, 501.2 ft. to a point on the south line of said Government Lot Two; thence N89°14.5'E, 109.5 ft. along said south line to the Point of Beginning. (Containing 3.27 acres); and

WHEREAS, Robert L. and Michelle Lessard desire to amend the Offer of Sale of Land to provide for the continued use of a portion of the property for storage and crushing of concrete which is currently on the site for an additional time period ending June 30, 2017 unless said concrete is crushed and removed from the site sooner; and

WHEREAS, the City Council is advised and does believe that it is in the best interest of the City of Sioux City, Iowa, to amend the Offer of Sale of Land for the above-described property; and

WHEREAS, there is attached hereto and by this reference made a part hereof, an Amendment to Offer of Sale of Land, which Amendment to Offer of Sale of Land should be accepted and 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 Amendment to Offer of Sale of Land, executed by Robert L. and Michelle Lessard, a copy of which is attached hereto and by this reference made a part hereof, for the continued use of a portion of the property for storage and crushing of concrete which is currently on the site for an additional time period ending June 30, 2017 unless said concrete is crushed and removed from the site sooner, be and the same is hereby approved as to form and content.

BE IT FURTHER RESOLVED that said Amendment to Offer of Sale of Land, be and hereby is accepted on behalf of the City of Sioux City, Iowa.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FROM ROBERT L. AND MICHELLE LESSARD FOR PROPERTY TO BE USED IN CONNECTION WITH THE DEVELOPMENT OF THE BRIDGEPORT WEST INDUSTRIAL PARK AND AUTHORIZING PAYMENT. (PROPERTY COMMONLY KNOWN AS 2225 BOULEVARD OF CHAMPIONS; 2301 BOULEVARD OF CHAMPIONS AND 4805 PATTON STREET).

WHEREAS, Robert L. and Michelle Lessard are the owners and title holder of certain real estate located in Sioux City, Woodbury County, Iowa, legally described as follows:

A parcel of land located in part of the South  $\frac{3}{4}$  of Government Lot Two, in Sec. 24, T88N, R48W of the 5<sup>th</sup> P.M., in the City of Sioux City, Woodbury County, Iowa, described as follows: Commencing at the E  $\frac{1}{4}$  Corner of said Sec. 24; thence S89°14.5'W, 2,811.0 ft. along the south line of the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the south line of Government Lot Two to the Point of Beginning; thence N28°07.9'W, 494.6 ft.; thence S89°14.5'W, 451.6 ft.; thence S3°26.1'W, 440.4 ft. to a point on the south line of said Government Lot Two; thence N89°14.5'E, 711.2 ft. along said south line to the Point of Beginning. (Containing 5.86 acres)

AND

A parcel of land located in part of the South  $\frac{3}{4}$  of Government Lot Two in Sec. 24, T88N, R48W of the 5<sup>th</sup> P.M., in the City of Sioux City, Woodbury County, Iowa, described as follows: Commencing at the E  $\frac{1}{4}$  Corner of said Sec. 24; thence S 89°14.5'W, 2811.0 ft. along the south line of the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the south line of Government Lot Two; thence N28°07.9'W, 494.6 ft. to the Point of Beginning; thence continuing N28°07.9'W, 248.6 ft.; thence northerly 329.4 ft. along a 761.5 ft. radius curve, concave easterly, having a long chord of 326.8 ft. and bearing N15°44.4'W to a point on the north line of the South  $\frac{3}{4}$  of said Government Lot Two; thence S88°56.8'W, 167.0 ft. along said north line; thence S12°55.4'W, 281.8 ft.; thence S3°26.1'W, 262.5 ft. to a point on the south line of said Government Lot Two; thence N89°14.5'E, 451.6 ft. along said south line to the Point of Beginning. (Containing 3.66 acres)

AND

A parcel of land located in part of the South  $\frac{3}{4}$  of Government Lot Two in Sec. 24, T88N, R48W of the 5<sup>th</sup> P.M., in the City of Sioux City, Woodbury County, Iowa, described as follows: Commencing at the E  $\frac{1}{4}$  Corner of said Sec. 24; thence S89°14.5'W, 3522.2 ft. along the south line of the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the south line of Government Lot Two the Point of Beginning; thence N3°26.1'E, 702.9 ft.; thence N12°55.4'E, 281.8 ft. to a point on the north line of the South  $\frac{3}{4}$  of Government Lot Two; thence S88°56.8'W, 349.4 ft. along said north line; thence N0°25.0'E, 41.2 ft.; thence N89°51.2'W, 46.7 ft.; thence S15°22.7'E, 43.4 ft.; thence S16°02.4'E, 93.9 ft.; thence S37°15.4'E, 162.0 ft.; thence S27°29.4'E, 291.2 ft.; thence S10°12.9'W, 501.2 ft. to a point on the south line of said Government Lot Two; thence N89°14.5'E, 109.5 ft. along said south line to the Point of Beginning. (Containing 3.27 acres);

and have executed an Offer of Sale of Land for the above-described property, which was accepted by the City Council of the City of Sioux City, Iowa, pursuant to Resolution No. 2016-0045 on the 25<sup>th</sup> day of January, 2016, and subsequently amended on January 9, 2017, pursuant to Resolution No. 2017-\_\_\_\_\_, for use in connection with the Project; and

WHEREAS, the above-described property is to be conveyed by the above named grantors to the City of Sioux City, Iowa, by warranty deed, a copy of which is attached hereto and by this reference made a part hereof, which warranty deed should be approved as to form and content; and

WHEREAS, the City Council is advised and does believe that it is in the best interest of the City of Sioux City that the warranty deed executed by Robert L. and Michelle Lessard should be accepted by and on behalf of the City; and

WHEREAS, the City Council is advised and does believe that a payment of \$383,700.00 to Robert L. and Michelle Lessard is a fair and adequate compensation to be paid for the above described property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the warranty deed executed by Robert L. and Michelle Lessard, a copy of which is attached hereto and by this reference made a part hereof, be and the same is hereby approved as to form and content.

BE IT FURTHER RESOLVED, that said warranty deed, be and is hereby accepted for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that the City Clerk shall cause said deed to be filed with the Woodbury County Recorder and thereafter deposit said recorded deed with the Property Office of the City of Sioux City.

BE IT FURTHER RESOLVED that the Director of Finance, be and she is hereby authorized and directed to issue a check from the appropriate fund payable to Robert L. and Michelle Lessard and such other persons having an interest in the property, adjusted for such sums, if any, for incidental expenses incurred in completing the purchase in the amount of \$383,700.00 as consideration for said warranty deed. The amount of \$255,800.00 shall be due upon the real estate closing. The amount of \$127,900.00 shall be payable on or before June 30, 2017 according to the terms of the Amendment to Offer of Sale of Land executed and approved pursuant to Resolution No. 2017-\_\_\_\_\_.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

Amendment to Offer of Sale of Land  
Dated December 29, 2015

On December 29, 2015 the attached Offer of Sale of Land was executed by Robert L. Lessard and Michelle Lessard ("Lessard"). Said Offer of Sale of Land was approved and accepted by the City Council ("City") on January 25, 2016 by Resolution 2016-0045.

Lessard and the City wish to amend said Offer of Sale of Land to provide for the following:

- 1) Closing on the sale of the property to the City shall be on January 13, 2017. The terms of the January 13, 2017 closing shall be as follows:
  - a. Lessard agrees to sign all necessary closing documents to transfer the property to the City of Sioux City
  - b. The City shall make payment in the amount of \$255,800.00 to Lessard at the time of closing.
  - c. The remaining \$127,900.00 of the purchase price, less any deductions for taxes and incidentals associated with the sale of the property shall be paid by the City on or before June 30, 2017 if concrete materials have been removed by Lessard as outlined in Paragraph 2.
- 2) Lessard shall be allowed to use a portion of the site for the storage and crushing of concrete that is currently located on the site for an additional time period ending June 30, 2017 unless said concrete is crushed and removed from the site sooner. On or before June 30, 2017, all material must be removed from the site. The cost of moving and storage of any remaining materials from the site shall be deducted from the balance of the purchase price.
- 3) Lessard agrees to pay all property taxes up to June 30, 2017. If the use of the property terminates before June 30, 2017 taxes shall be prorated to that date.
- 4) Lessard shall hold the City harmless from any loss, costs, or damages that may arise out of or in connection with the use of premises by Lessard, or its agents, or employees, or any other person using said Leased Premises. Lessard agrees to deliver to the City upon signing this Amendment, a certificate of insurance showing the issuance of a public liability and property insurance policy in the amount of \$1,000,000 combined single limit, or insurance of comparable coverage, in which the City is an additional insured or which shows the policy contains a contractual liability provision fully insuring Lessard's obligations incurred by this paragraph. The certificate must contain a provision that the insurance will not be canceled without ten days' notice of such cancellation being provided to the City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BY: \_\_\_\_\_  
Robert L. Lessard

BY: \_\_\_\_\_  
Michelle Lessard

CITY OF SIOUX CITY, IOWA

BY: \_\_\_\_\_  
Robert E. Scott, Mayor

BY: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

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STATE OF IOWA )  
: ss  
WOODBURY COUNTY)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public, in and for the State of Iowa, personally appeared Robert L. Lessard and Michelle Lessard to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my official signature and seal of office at Sioux City, Iowa, the day and year last written above.

Notary Public in and for said County and State

STATE OF IOWA )  
: ss  
WOODBURY COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert E. Scott and Lisa L. McCardle, to me personally known, and, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed to the foregoing instrument is the official seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in Resolution No. 2017-\_\_\_\_\_ passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and that Robert E. Scott and Lisa L. McCardle acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City.

Notary Public in and for said County and State

Return to and Prepared by: Cheryl Reynolds, City of Sioux City Real Estate Office, 405 6th St., Sioux City, Iowa 51101 (712) 279-6971

WARRANTY DEED  
(Several Grantors)

For the consideration of One and no/100 Dollars (\$1.00) and other valuable consideration, Robert L. Lessard and Michelle Lessard, Husband and Wife, hereby Convey to City of Sioux City, a municipal corporation the following described real estate in Woodbury County, Iowa:

PARCEL I: A parcel of land located in part of the South Three-fourths (S ¾) of Government Lot Two (2), in Section Twenty-four (24), Township Eighty-eight (88) North, Range Forty-eight (48) West of the Fifth Principal Meridian, in the City of Sioux City, Woodbury County, Iowa, more particularly described as follows: Commencing at the East Quarter (E ¼) Corner of said Section Twenty-four (24); thence South Eighty-nine Degrees Fourteen and Five tenths Minutes (S 89°14.5') West, Two Thousand Eight Hundred Eleven feet (2,811.0') along the South line of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and the South line of Government Lot Two (2) to the Point of Beginning; thence North Twenty-eight Degrees Seven and Nine-tenths minutes (N 28°07.9') West, Four Hundred Ninety-four and Six tenths feet (494.6'); thence South Eighty-nine Degrees Fourteen and Five tenths Minutes (S 89°14.5') West, Four Hundred Fifty-one and Six tenths feet (451.6'); thence South Three Degrees Twenty-six and One tenth Minutes (S 3°26.1') West, Four Hundred Forty and Four tenths feet (440.4') to a point on the South line of said Government Lot Two (2); thence North Eighty-nine Degrees Fourteen and Five tenths Minutes (N 89°14.5') East, Seven Hundred Eleven and Two tenths feet (711.2') along said South line to the Point of Beginning; containing 5.86 acres.

PARCEL II: A parcel of land located in part of the South Three-fourths (S ¾) of Government Lot Two (2) in Section Twenty-four (24), Township Eighty-eight (88) North, Range Forty-eight (48) West of the Fifth Principal Meridian, in the City of Sioux City, Woodbury County, Iowa, more particularly described as follows: Commencing at the East Quarter (E ¼) Corner of said Section Twenty-four (24); thence South Eighty-nine Degrees Fourteen and Five tenths minutes (S 89°14.5') West, Two Thousand Eight Hundred Eleven feet (2811.0'), along the South line of the Southeast Quarter (SE ¼) of the Northeast Quarter (E ¼) and the South line of Government Lot Two (2); thence North Twenty-eight Degrees Seven and Nine tenths Minutes (N 28°07.9') West, Four Hundred Ninety-four and Six Tenths feet (494.6') to the Point of Beginning; thence continuing North Twenty-eight Degrees Seven and Nine tenths Minutes (N 28°07.9') West, Two Hundred Forty-eight and Six tenths feet (248.6'); thence Northerly Three Hundred Twenty-nine and Four tenths feet (329.4') along a Seven Hundred Sixty-one and Five tenths feet (761.5') radius curve, concave Easterly, having a long chord of Three Hundred Twenty-six and Eight tenths feet (326.8') and bearing North Fifteen Degrees Forty-four and Four tenths Minutes (N 15°44.4') West to a point on the North line of the South Three-fourths (S ¾) of said Government Lot Two (2); thence South Eighty-eight Degrees Fifty-six and Eight tenths Minutes (S 88°56.8') West, One Hundred Sixty-seven feet (167.0') along said North line; thence South Twelve Degrees Fifty-five and Four tenths Minutes (S 12°55.4') West, Two Hundred Eighty-one and Eight tenths feet (281.8'); thence South Three Degrees Twenty-six and One tenth Minute (S 3°26.1') West Two Hundred Sixty-two and Five tenths feet (262.5') to a point on the South line of said Government Lot Two (2); thence North Eighty-nine Degrees Fourteen and Five tenths Minutes (N 89°14.5') East, Four Hundred Fifty-one and Six tenths feet (451.6') along said south line to the Point of beginning; containing 3.66 acres.

PARCEL III: A parcel of land located in part of the South Three fourths (S ¾) of Government Lot Two (2) in Section Twenty-four (24), Township Eighty-eight (88) North, Range Forty-eight (48) of the Fifth Principal Meridian, in the City of Sioux City, Woodbury County, Iowa, more particularly described as follows: Commencing at the East Quarter (E ¼) Corner of said Section Twenty-four (24); thence South Eighty-nine Degrees Fourteen and Five tenths Minutes (S 89°14.5') West, Three Thousand Five Hundred Twenty-two and Two tenths feet (3522.2') along



the South line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) and the South line of Government Lot Two (2) to the Point of Beginning; thence North Three Degrees Twenty-six and One tenth Minutes (N 3°26.1') East, Seven Hundred Two and Nine tenths feet (702.9'); thence North Twelve Degrees Fifty-five Minutes and Four tenths Minutes (N 12°55.4') East, Two Hundred Eighty-one and Eight tenths feet (281.8') to a point on the North line of the South Three-fourths (S  $\frac{3}{4}$ ) of Government Lot Two (2); thence South Eighty-eight Degrees Fifty-six and Eight tenths Minutes (S 88°56.8') West, Three Hundred Forty-nine and Four tenths feet (349.4') along said north line; thence North Zero Degrees Twenty-five Minutes (N 0°25.0') East, Forty-one and Two tenths feet (41.2'); thence North Eighty-nine Degrees Fifty-one and Two tenths Minutes (N 89°51.2') West, Forty-six and Seven tenths feet (46.7'); thence South Fifteen Degrees Twenty-two and Seven tenths Minutes (S 15°22.7') East, Forty-three and Four tenths feet (43.4'); thence South Sixteen Degrees Two and Four tenths Minutes (S 16°02.4') East, Ninety-three and Nine tenths feet (93.9'); thence South Thirty-seven Degrees Fifteen and Four tenths Minutes (S 37°15.4') East, One Hundred Sixty-two feet (162.0'); thence South Twenty-seven Degrees Twenty-nine and Four tenths Minutes (S 27°29.4') East, Two Hundred Ninety-one and Two tenths feet (291.2'); thence South Ten Degrees Twelve and Nine tenths Minutes (S 10°12.9') West, Five Hundred One and Two tenths feet (501.2') to a point on the South line of said Government Lot Two (2); thence North Eighty-nine Degrees Fourteen and Five tenths Minutes (N 89°14.5') East, One Hundred Nine and Five Tenths feet (109.5') along said South line to the Point of Beginning; containing 3.27 acres.

Address Tax Statement to: Real Estate Office - City of Sioux City - 405 6th St. - Sioux City, IA 51101

Grantors do hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_

---

Robert L.  
Lessard

(Grantor)

Michelle Lessard

(Grantor)

STATE OF IOWA,  
SS.  
WOODBURY COUNTY

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Robert L. Lessard and Michelle Lessard, Husband and Wife to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

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Notary Public



|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 12A-F

**FROM:** Lisa L. McCardle, City Clerk

**SUBJECT:** Motion reappointing Terri McGaffin to the Art Center Board of Trustees for a three year term expiring December 31, 2019.

Motion reappointing Michael McTaggart to the Art Center Board of Trustees for a three year term expiring December 31, 2019.

Motion reappointing Willie Delfs to the Building and Housing Code Board for a three year term expiring December 31, 2019.

Motion reappointing Dennis Dufault to the Building and Housing Code Board for a three year term expiring December 31, 2019.

Motion reappointing Ron Speckmann to the Building and Housing Code Board for a three year term expiring December 31, 2019.

Motion reappointing Fran Palmersheim to the Parks and Recreation Advisory Board for a three year term expiring December 31, 2019.

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|                     |   |   |   |
|---------------------|---|---|---|
| <b>Reviewed By:</b> | <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 that Council appoint the above applicant to the respective Board.

**DISCUSSION:**

The above mentioned applicant has completed an application and appeared before the Council to interview for a position on a City Council appointed Board, Commission or Committee; the City Council has indicated their preference to appoint the aforementioned persons to their respective Boards, Commissions, and Committees.

**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; and the **Strategy** - Develop strong partnerships with our residents, visitor's and business community.

**ALTERNATIVES:**

Council may approve the appointment as listed or withdraw their preferences for the above selected interviewee and wait for additional applications to be submitted for the various Boards, Commissions, and Committees involved.

**ATTACHMENTS:**

None

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 13

**FROM:** Lisa McCardle, City Clerk

**SUBJECT:** Applications For Beer and Liquor Licenses

- A. CLASS "B" BEER PERMIT
  - 1. Natalias Bakery, 2025 Court Street (New)
- B. CLASS "C" BEER PERMIT
  - 1. Walgreens, 1900 Hamilton Boulevard (Renewal)
- C. CLASS "C" LIQUOR LICENSE
  - 1. Chipotle Mexican Grill, 5001 Sergeant Road Suite 240 (Renewal)
  - 2. Tanner's Bar & Grill, 1742 Hamilton Boulevard (New)
  - 3. Trattoria Fresco, 707 4th Street (Renewal)
- D. CLASS "E" LIQUOR LICENSE
  - 1. Walgreens, 1900 Hamilton Boulevard (Renewal)
- E. SPECIAL CLASS "C" LIQUOR LICENSE
  - 1. BTL ENT., 2801 Floyd Boulevard (Renewal)
- F. CLASS "B" WINE PERMIT
  - 1. Walgreens, 1900 Hamilton Boulevard (Renewal)
  - 2. Trattoria Fresco, 707 4th Street (Renewal)
- G. CLASS "C" NATIVE WINE PERMIT
  - 1. Wine and Other Old Things, 516 5th Street (Permanent Transfer)

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|                     |   |   |   |
|---------------------|---|---|---|
| <b>Reviewed By:</b> | <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 and recommends approval of the above Beer and Liquor Licenses.

**DISCUSSION:**

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

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

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

**FINANCIAL IMPACT:**

None.

**RELATIONSHIP TO STRATEGIC PLAN:**

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

**ALTERNATIVES:**

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

**ATTACHMENTS:**

None



529 Pierce Street ♦ Sioux City, IA 51101-1203 ♦ 712.255.2933 ♦ [www.siouxcitylibrary.org](http://www.siouxcitylibrary.org)

**DRAFT**

**LIBRARY BOARD OF TRUSTEES**  
**Regular Meeting**  
**December 21, 2016**

The regular meeting of the Board of Trustees of the Sioux City Public Library was held on Wednesday, December 21, 2016 in the Conference Room of The Wilbur Aalfs (Main) Library.

MEMBERS PRESENT: Charles McKenny, Richard A. Moon, Janet Plathe, Hope Schaefer, Todd Stanley

MEMBERS ABSENT: Rebecca Kempers, David Halaas

STAFF PRESENT: Betsy J. Thompson, Angela M. Beeck

1. President Richard A. Moon called the meeting to order at 3:32 p.m.
2. Roll call was taken.
3. The Agenda was approved.
4. Approve the Minutes – November 16, 2016 [Action Item]

Plathe moved approval of the minutes. McKenny seconded. Motion approved unanimously.

5. Director's Report  
Thompson shared that the Sioux City Library Foundation Annual Campaign was mailed at the end of November and as of this meeting 80 donors have donated \$13,590. Moon stated that we had some interesting events this month, with the book return fire in the skywalk and issues with the Morningside Branch book return. Thompson stated the unpleasant debris in the book return is not new to us but the fire in the book return has not happened before. It could have been so much worse had it happened after operating hours. McKenny shared that he thought the impact story with the woman who had dementia was amazing to read about. The fact that she could follow a Grisham novel was wonderful.
6. Financial Reports
  - A. Expenditures: Approve Claims [Action Item]  
Plathe moved approval of claims as submitted. Stanley seconded. Motion approved unanimously.
  - B. 2016-2017 Monthly Budget Summary

C. New Purchase for Public Computer Lab [Action Item]

The public computer lab machines at Main and Morningside are five years old and need replacement. Thompson is proposing that the Library use and leverage this year's Enrich Iowa Direct Aid funds to upgrade these public-use computers. City Purchasing received bids to meet the specifications outlined by the Library's Database Specialist.

McKenny moved to approve purchase of 40 computer towers for the public computer labs at Main and Morningside Branches from the low bid, Dakota PC Warehouse at a cost of \$519.99 per computer, \$20,799 total with funding from Enrich Iowa fund and the remainder from the Library operating budget. The purchase order will not be issued until (1) final review by the Library Operations Manager and (2) the State Library has issued the Enrich Iowa funds. Plathe seconded. Motion approved unanimously.

7. Unfinished Business

A. Fiscal Year 2017-2018 Capital and Operating Budget Requests [Action Item]

The Capital Improvement Project for the Morningside Branch Assessment recommendations have been received from the City Finance Department. The recommendation that the Finance Department will take forward to the Capital Improvement Program Budget Hearing is considerably less than was requested, and they do make note of that on the CIP sheet. Discussion followed on options to proceed with the Morningside Branch building renovation. Thompson will speak further with the architect on design work cost projections. We will discuss this topic further at the January meeting, which is before the City Council Capital Budget Hearing.

Yesterday Thompson received a phone call from the City Finance Director and Budget Manager that they are sending forward the Library operating budget for Fiscal Year 2018 maintenance-level request that was put together, with a slight IPERS reduction. Thompson suggests the Board approve the Library FY2018 operating budget \$3,051,064 as prepared by Library staff and the Finance Department. Stanley asked about the skywalk expense budget line. Thompson explained that it is basically a common area charge for being attached to the skywalk.

Plathe moved to approve \$3,051,064 as the Fiscal Year 2018 operating budget request for Sioux City Public Library. Schafer seconded. Motion approved unanimously.

8. New Business

A. Library Page Position Classification Revision [Action Item]

The City Safety Officer came to the Library and measured the weight limits and the push/pull force of a cart of books, and we are recommending that the position classification description for Library Page, filled by casual student workers, be revised to be up to 40 pounds of push/pull force and lifting up to 30 pounds. Approval of this position classification as presented will update the position to the new City position classification format and will update the weight limit changes.

Plathe moved to approve the revised Library Page position classification description. McKenny seconded. Motion approved unanimously.

B. Holiday Closing Schedule for 2017

The list of designated holidays and days the Sioux City Public Library will be closed in 2017 was provided to the Board. The designated holidays are contractual per Library personnel policies. We are interpreting the Christmas Eve and Christmas Day weekend holidays as we have in the past, closing the Library three days and allowing staff to stagger a day off during those pay periods for the Christmas Eve holiday that falls on Sunday.

C. Board Training – Planning Library Buildings

Held for a future meeting. Stanley asked if a pdf of the information could be sent via email. Thompson will see if archive allows for that.

9. Trustee Concerns

10. Next Meetings:

Wednesday January 18, 2017, 3:30 p.m.

Saturday January 21, 2017 City Council Capital Budget Hearing

Thursday February 2, 2017 City Council Operating Budget Hearing

Wednesday February 15, 2017, 3:30 p.m.

Wednesday March 15, 2017, 3:30 p.m.

11. Moon adjourned the meeting at 4:34 p.m.

Janet Plathe, Secretary

Angela M. Beeck, Assistant Secretary



**PARKING AND SKYWALK SYSTEM  
BOARD OF TRUSTEES  
MEETING MINUTES  
December 21, 2016**

The Parking and Skywalk System Board of Trustees met at 9:00 a.m. on Wednesday, December 21, 2016, in the 3rd Floor Conference Room, Ho-Chunk Centre, 600 4<sup>th</sup> Street, Sioux City, Iowa.

| <b>MEMBERS PRESENT:</b> | <b>MEMBERS ABSENT:</b>    | <b>OTHERS PRESENT:</b>                |
|-------------------------|---------------------------|---------------------------------------|
| Mark Reinders, Chair    | Alexcia Boggs, Vice Chair | Bob Osterman, Per Mar Security        |
| Monette Harbeck         | Tim Matasovsky            | Ann Mach, ABM Parking                 |
| Ragen Cote              |                           | Sarah Swearingen, City Clerk's Office |
| Tiffany Parsons         |                           | Kevin Randall, SIMPCO                 |
| Matt Robins             |                           | Dave Carney, Public Works Director    |
|                         |                           | Mark Kirchner, Per Mar Security       |
|                         |                           | Mark Nordin, ABM Parking              |

**CALL TO ORDER**

Reinders called the meeting to order at 9:00 a.m.

**MINUTES**

Reinders asked about the bird prevention strips, Harbeck stated they have been purchased and Mercy will install them. Motion by Reinders, seconded by Cote, to approve the minutes of November 16, 2016; all voting aye.

**REPORTS & COMMUNICATIONS**

**Skywalk Operations** - Harbeck handed out traffic counts. Harbeck stated: Unity Point has selected January 14, 2017 for their Poker Walk in the skywalk for a wellness event for their employees, this was approved at the March 16, 2016 meeting; staff have been working on replacing ballasts; 2 heating units (east of 4 corners and 5th Street Bridge from, MLK to Frances Building) are in need of repair and parts have been ordered.

**Robins entered the meeting at 9:03 a.m.**

Board discussion was held regarding the Convention Centers request to lock the doors from the skywalk during events. The Board discussed the easement in place, the disadvantage of ramp parkers to have to be rerouted outside, the option of creating a path from the skywalk down an elevator to the west door, placing signs on the door to reroute some transients and pedestrians, the option of staffing the entrance or using private security. Harbeck will get clarification from the Convention Center as to ticketing locations and reasoning for the request. The Board voted on leaving the doors unlocked for the two January requests, the Bridal Spectacular and the Outdoor Show, all voting aye.

**Parking Operations** - Harbeck is working on an agreement with Walker Parking Consultants for a 2017 Discovery Ramp Construction Project; and with EDA for construction documents and contract management for the Heritage Ramp LED Lighting Project.

**Downtown Informational Report** - Cote stated The Holiday Parade went well and the weather was great. Kevin Randall spoke on obtaining revenue information regarding on street parking meters and ParkMobile. Harbeck will provide Randall with information regarding meter collection dates, routes and deposit amounts.

**ABM Parking Services Report** - Mach emailed the information to the Board; stated revenue was down due to timing of payments received; and the alarms placed on the fire extinguishers seem to be helping.

Harbeck gave an update of sign project stating the City Manager wants the project to move forward with a memo to Council regarding using CIP money for signage.

Swearingen exited the meeting at 9:42 a.m.

**Skywalk Security Update - Per Mar Security** - None.

### **UNFINISHED BUSINESS**

**Ramps - One hour free/first hour free** - Harbeck stated the recommendation from the Board for a six month trial of the first hour free in all parking ramps will need to be presented to City Council.

**New Guard Tour System - Bob Osterman, Per Mar Security** - Osterman provided information regarding the system and its costs. Discussion was held regarding the features of the current system and available options of the new proposed system, stating the smart phone options have GPS tracking, submit photos or videos of issues electronically to Supervisor or Harbeck, paperless reports, etc. Discussion took place regarding cost structure and how the additional costs would be absorbed. The Board decided not to proceed with this option.

**Skywalk Hours** - Board discussion was held regarding the hours, Cote stated the survey results were 82% wanted a shift in hours, 18% wanted to keep the same hours; 25% were interested in shortening the operating hours and 75% were not interested or wanted more information with a total of 53% of businesses responding. Discussion was held regarding an earlier start time and earlier end time. Ragen will poll the businesses again with an example time of 5:30 a.m. to 9 or 9:30 p.m., Monday through Saturday and keeping the same hours on Sunday that are presently.

**Approve handicap door opener bids** - Only one bid was received Sloan Glass in the amount of \$2,181.20. Motion by Cote, seconded by Parsons, to approve bid; all voting aye.

### **NEW BUSINESS**

**Approval of costs and distribution to properties for November 2016** - Motion by Reinders, seconded by Parsons, to approve the costs and distribution to properties for November 2016; all voting aye.

Robins asked if the lights in the 5th Street Skywalk Bridge can be turned on sooner, as they do not turn on until 5:00 p.m. and it is dark in there. Harbeck will look into it this.

### **ADJOURNMENT**

Being no further discussion, it was motioned by Robins, seconded by Cote, to adjourn the meeting at 10:20 a.m.; all voting aye.



**PARKS & RECREATION  
ADVISORY BOARD  
MEETING MINUTES  
DECEMBER 7, 2016**

A meeting of the Parks and Recreation Advisory Board was held at 4 p.m., Long Lines Family Rec Center, 401 Gordon Drive, 3rd Floor Conference Room, Sioux City, Iowa.

| <b><u>MEMBERS PRESENT</u></b> | <b><u>STAFF PRESENT</u></b> | <b><u>OTHERS</u></b> |
|-------------------------------|-----------------------------|----------------------|
| Fran Palmersheim              | Matt Salvatore              | Denise Salem         |
| Brent Ruch                    | Kelly Bach                  |                      |
| Scott Brouillette             | Todd Lien                   |                      |
| Gretchen Baller               | Brittany Scott              |                      |
| Cindy Brewer                  | Angel Wallace               |                      |
| Chris Boesch                  | Eric Griffith               |                      |
| Andrew Glisar                 | Tim Tushla                  |                      |
| Brad Krommenhoek              |                             |                      |
|                               |                             |                      |
|                               |                             |                      |
| <b><u>MEMBERS ABSENT</u></b>  |                             |                      |
| Joseph Riker                  |                             |                      |
|                               |                             |                      |

**1. CALL OF THE ROLL**

Meeting was called to order by Palmersheim at 4:02 p.m.

**2. APPROVAL OF THE MINUTES**

**Reading of the minutes of October 5, 2016, was waived and on motion by Ruch, seconded by Glisar, to approve the minutes; all voting aye.**

**3. COMMUNITY INTEREST AND CONCERNS**

No citizens were present.

**4. LONG LINES ARENA UPDATE**

Salvatore informed the Board there is enough money proposed in the CIP to install a new gym floor, replace the arena seats, and possibly complete other minor improvements. The arena has been blocked off from May 15 through Labor Day to complete the repairs. This is all pending City Council approval.

**5. CONE PARK UPDATE**

Salvatore gave an update on the Cone Park project. The tubing hill has been graded and is about 90% complete. There are six snow guns, one being a portable unit. The Day Lodge will be 3,000 sq. ft. with glass on three sides. It will seat 116 people and hold 250 people standing room only. The skating rink is similar in size to the Rockefeller Plaza rink in New York.

The Project Checklist includes:

- Bid out Day Lodge, Skating Rink, Splash Pad, and Trail.
- Purchase Lodge contents.
- Contract with Seasonal Labor Solutions for snowmaking training.
- Purchase used groomer.
- Construct two pre-fab maintenance buildings.
- Finalize pricing structure/hours.
- Determine positions / pay rates / staffing plans/ hire and train staff.
- Purchase tubes/ create tube storage area.
- Coordinate internet service/utilities.

**Palmersheim entered the meeting at 4:15 pm.**

Salvatore informed the Board the following rates are being considered for admission on the weekends - \$8/students, \$10/adults; on weekdays \$5/students, \$7/adults. More research on fees/hours will be completed before requesting approval. The tentative hours of operation would be 5:00 pm – 9:00 pm weekdays / 12:00 pm – 9:00 pm weekends, closed Mondays and/or Tuesdays with the possibility of exclusive party rental/usage on these days.

**6. COOK PARK SURVEY DISCUSSION**

Salvatore said the public input meeting held to discuss the future of Cook Park on November 15 was poorly attended. Due to the low attendance, a survey will be mailed out to residents within a certain radius around the park in January or February. This will provide data to fall back on for the future of this park. Salvatore responded to the Board soccer goals are planned for this park and have been budgeted in the CIP.

**7. CARLIN PARK SURVEY DISCUSSION**

Salvatore stated the pool has been demoed which creates a lot of potential for a quality park. There may be some funds available for improvements. A survey will be sent to this neighborhood as well with the following options: full length basketball court, half-court basketball court, picnic shelter, dog park, traditional playground equipment, or leave as open green space. A final version of the survey will be finalized in the next month.

**8. PARKS AND RECREATION BOARD CONCERNS**

There were no concerns to report.

**9. ADJOURNMENT**

**There being no further business, the meeting was adjourned at 4:48 p.m., on motion by Brewer, seconded by Ruch; all voting aye.**

**CITY PLANNING AND ZONING COMMISSION  
ABBREVIATED MEETING MINUTES  
December 13, 2016**

A regular meeting of the City Planning and Zoning Commission was held this date at 4:00 p.m. in the City Council Chambers, 5th Floor, City Hall, 405 - 6th Street, Sioux City, Iowa, at which time the following items were considered.

| <b><u>MEMBERS PRESENT</u></b> | <b><u>MEMBERS ABSENT</u></b> | <b><u>STAFF PRESENT</u></b>             |
|-------------------------------|------------------------------|---|
| Suzan Stewart, Chair          |                              | Chris Madsen, Senior Planner            |
| Joe Krage                     |                              | Ron Kueny, Zoning Enforcement Officer   |
| Michelle Bostinilos           |                              | Erin Berzina, Planner                   |
| Ryan Ross                     |                              | Justin Vondrak, Assistant City Attorney |
| Lee Beukelman                 |                              | Glenn Ellis, City Engineer              |
| Jean Calligan                 |                              | Kelly Leigh, Administrative Secretary   |
| Jason Geary, Vice Chair       |                              |   |

*Stewart called the meeting to order at 4:00 p.m., and read the opening statement explaining the procedures. She then introduced the Commission Members and City staff to the audience. The Commission was asked if any member would be abstaining on any agenda item. Lee Beukelman mentioned he will be abstaining on Agenda Item 2016-0086*

**Agenda Item 2016-0082:** Requested rezoning of the property commonly known as 216 Perry Street/353 Wesley Way from Zone Classification GC to Zone Classification MU and property commonly known as 310 & 312 Perry Street from Zone Classification BP to Zone Classification MU. (Petitioner: Clint Stencil Construction)

Clint Stencil (5700 Shadow Place, Sioux Falls, SD) spoke on the item giving a brief description of the new proposed development. He stated the 1 story building in the front will be removed to create green space in the front and they intend to redo the sidewalk. He stated their idea is to put 70-75 units in the building, mostly 1 bedroom apartments. Rent will be anywhere from \$700-\$750/month.

Ross (Beukelman) moved to recommend to the City Council approval of the item. Motion Carried. 7-0-0. (Yes: Ross, Bostinilos, Stewart, Krage, Beukelman, Geary, Calligan/No: 0/Abstain: 0). Electronic Vote

**Agenda Item 2016-0088:** Requested vacation of several parcels of right-of-way in the area of 316 Perry Street/353 Wesley Way and 310 and 312 Perry Street.

Geary (Krage) moved to recommend to the City Council approval of the item. Motion Carried. 7-0-0. (Yes: Ross, Bostinilos, Stewart, Krage, Beukelman, Geary, Calligan/No: 0/Abstain: 0). Roll Call Vote

**Agenda Item 2016-0086:** Requested Planning and Zoning Commission approval of the finish materials on the property located at 701 Jackson Street.

Scott Flynn (3321 Glen Ellen Rd.), representing Mercy Medical Center, spoke on the item stating the need for the EIFS material is for the energy code. He also stated the two sides of the building in question are not easily seen due to the drop off in elevation.

Terry Glade, the architect for the project, spoke on the item stating the decorative pattern of the EIFS is still very attractive. He also reiterated that the need for the EIFS material is to meet energy code. They also felt it was not a good use of money to have other decorative materials on the west façade if the staff are the people parking in the lot adjacent to the façade, and it is not visible to the public due to the topography of the site.

Ross (Calligan) moved to approve the finish materials. Motion Carried. 4-1-2 (Yes: Stewart, Bostinelos, Ross, Calligan/ No: Geary/ Abstain: Beukelman, Krage) Electronic Vote

**Agenda Item 2016-0087:** Requested sign design program approval for the property located at 4301 Sergeant Road. (Petitioner: L & L Book Properties/ACE Sign Display)

Lee Umland (44 Edgewater Lane, N. Sioux City, SD) from ACE Sign, spoke on the item stating 10 sq. ft. per tenant sign allowed is too small to see from the distance needed for visibility.

Wally Kuntz (4301 Sergeant Road), a tenant inside the Central Professional Center, spoke on the item stating this request is needed to direct clients to where they need to enter the building to get to his office inside.

Ross (Geary) moved to approve the item. Motion Failed. 1-6-0 (Yes: Beukelman/ No: Geary, Ross Bostinelos, Stewart, Calligan, Krage/ Abstain: 0). Electronic Vote

Lee Beukelman left the meeting at 5:54 p.m.

*Other Business.*

- a. *Discussion of SIMPCO Board seat.*
- b. *Report by Staff regarding Planning and Zoning items at the City Council meeting.*
- c. *Other items brought forward by the Commission and / or staff.*

*Joe Krage asked staff to look at other cities and compare their sign code regulations with ours and report back findings to the next PZ meeting.*

- d. *Approval of the minutes of the November 22, 2016 Planning and Zoning Commission minutes.*

*Calligan (Bostinelos) moved to recommend to the City Council approval of November 22, 2016 Minutes. Motion Carried. 6-0-0 (Yes: Bostinelos, Ross, Stewart, Krage, Geary, Calligan/ No:0 / Abstain:0).*

There being no further business, the meeting was adjourned at 6:02 p.m.

*Submitted by  
Kelly Leigh*

---

*CHAIR*

---

*PLANNING DIRECTOR*

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

## CITY OF SIOUX CITY REQUEST FOR PLANNING COMMISSION ACTION

**MEETING DATE:** January 9, 2016      **ACTION ITEM #** 15 & 16

**FROM:** Jeff Hanson, Community Development Operations Manager/BDN

**Hearing and Ordinance rezoning 316 Perry Street, 353 Wesley Way, 310 Perry Street and 312 Perry Street from Zone Classification GC (General Commercial) and Zone Classification BP (Business Park) to Zone Classification MU (Mixed Use). (Petitioner: Clint Stencil Construction) The Planning and Zoning Commission recommends approval of this item. (File No. 2016-0082)**

**SUBJECT:** **Hearing and Ordinance vacating several parcels of rights-of-way in the block bounded by Perry Street, W. 4<sup>th</sup> Street, W. 3<sup>rd</sup> Street and Kansas Street and adjacent to 316 Perry Street; 353 Wesley Way; 310 Perry Street and 312 Perry Street. (Petitioner: Clint Stencil Construction and the City of Sioux City). The Planning and Zoning Commission recommends approval of this item. (File No. 2016-0086)**

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|                     |   |   |   |
|---------------------|---|---|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|---|---|

---

### **RECOMMENDATION:**

#### **1-REZONING**

Staff respectfully requests that Council approve the following rezoning based on the following findings.

Clint Stencil (5700 Shadow Place, Sioux Falls, SD) spoke on the item giving a brief description of the new proposed development. He stated the one story building in the front will be removed to create green space in the front and they intend to redo the sidewalk. He stated their idea is to put 70-75 units in the building, mostly one bedroom apartments. Rent will be anywhere from \$700-\$750/month.

Ross (Beukelman) moved to recommend to the City Council approval of the item. Motion Carried. 7-0-0. (Yes: Ross, Bostinilos, Stewart, Krage, Beukelman, Geary, Calligan/No: 0/Abstain: 0).

#### **Findings of Fact:**

- 1) The proposed rezoning is consistent with the Comprehensive Plan
- 2) The development is consistent with the City's policies for encouraging downtown residential conversion
- 3) The project will encourage more redevelopment in the area

## 2-ALLEY VACATION

Staff respectfully requests that Council approve the following alley vacation based on the following findings.

Geary (Krage) moved to recommend to the City Council approval of the item. Motion Carried. 7-0-0. (Yes: Ross, Bostinolos, Stewart, Krage, Beukelman, Geary, Calligan/No: 0/Abstain: 0).

### Findings of Fact:

- 1) The alleys serve no purpose in the City's transportation system
- 2) The alleys are needed to allow the project to proceed.

### Recommended Conditions of Approval:

- 1) None

## DISCUSSION:

See Analysis

## FINANCIAL IMPACT:

About \$4.2 million in new assessed valuation

## RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility: Infrastructure

Focus Area: Expand Development Opportunities and Grow Sioux City.

#4 Further develop the resources to support economic growth.

## ALTERNATIVES:

None recommended

## ATTACHMENTS:

- Attachment A: Rezoning Ordinance
- Attachment B: Vacation Ordinance
- Attachment C: General Area (Zoning) Map
- Attachment D: Vacation Map
- Attachment E: Notification Map
- Attachment F: Photos / Aerial Views
- Attachment G: Old Photos and Maps
- Attachment H: Vicinity Map with Overlay
- Attachment I: Application

## BACKGROUND REPORT:

The City has received a request from Clint Stencil Construction, petitioner, to rezone a 92,111 square foot tract of land generally located on the north half of the block bounded by Wesley Parkway, W. 4<sup>th</sup> Street, Perry Street, W. 3<sup>rd</sup> Street, and Kansas Street. The proposal will allow for the renovation of the property into approximately 75 apartment units.

## ANALYSIS:

The subject property contains what is known as the "old Bekins Warehouse" which was the original home to Bekins Moving and Storage. The five story portion was built in three phases beginning in 1906. As the photo in Attachment G shows it was built with steel "I" beams encased in concrete and built as a very sturdy building. As of today neither the Sioux City Fire Department

nor the Inspections Division are aware of any structural problems with the building. Like the United Center (former Pierce Moving and Storage Warehouse) renovation probably will take the building down to the bare concrete before improvements start.

The City has seen a number of old turn-of-the-century (1890 to 1910) industrial structures remodeled into apartments in the First and Virginia Streets area as well as the Historic 4<sup>th</sup> Street area recently and it appears that they will be a great addition to Sioux City. Numerous City policies call for the development of mixed use (commercial and/or residential) properties in the downtown area. The subject development simply continues that trend but on the west side of downtown.

Also as can be seen in the photo in Attachment G this building was built on what was then the main line of the "old" CMStP&P RR (Milwaukee Road) (an industrial railroad spur after 1930). There are a number of other older industrial buildings and large vacant tracts which used to have industries on them along this former rail line, such as 101 W 3<sup>rd</sup> Street, 313 Perry Street, 312 Bluff Street, 305/313 Bluff Street, 119 Main Street, 101 Cook Street, and 1101 W. 1<sup>st</sup> Street. In as much as development or redevelopment projects tend to follow each other; the subject project could spur redevelopment on these properties in this area of the City which needs reinvestment.

### **ALLEY VACATIONS**

This project will also require the vacation of the alleys in the project area (the block bounded by Wesley Parkway, W. 4<sup>th</sup> Street, Perry Street, W. 3<sup>rd</sup> Street, and Kansas Street). These consist of a 211-foot long east/west alley that terminates in a stub, and an intersecting 267 foot alley running north/south. These alleys are shown on Attachment B.

These alleys do not serve any purpose in the transportation system. The westerly 110± feet of the east/west alley serves as parking and loading for property on either side of the alley presently owned by Wigman, but under purchase contract to the applicant. The remainder of that alley is over grown and has been used by people as a dumping area. As for the north/south alley, a neighbor (some time ago) put a gate across it and installed a swing set in it.

### **EXISTING ZONING AND LAND USE:**

GC (General Commercial) and BP (Business Park); "Old" Bekins Warehouse and vacant land.

### **EXISTING ZONING REQUIREMENTS:**

GC - Commercial retail, service, and office uses arranged on individual sites or in multi-tenant centers

BP -Professional services, research, technology, and light manufacturing or assembly

### **PROPOSED ZONING REQUIREMENTS:**

MU - Infill development, redevelopment, and adaptive reuse of existing buildings for mixed residential and commercial uses

### **SURROUNDING ZONING AND LAND USE:**

North: GC; Palmer Candy

South: BP; Stultz Plumbing and four single family residences

East: HA-P and HC-2; 3<sup>rd</sup> Judicial and the Hard Rock Casino

West: BP; Wigmans

**DEPARTMENT COMMENTS**

**Zoning:** The exact number of apartments and the type (one bedroom or two bedroom) has not yet been determined. There will be about 75 units. One bedroom units require 1.5 parking spaces per unit and two bedroom units will require 2.5 parking spaces per unit.

**Economic Development Department:** The Economic Development Department supports this project and is working with the developer to secure tax credits for the project.

**City Assessor:** A rough estimate is that this project will create about \$4.2 million in new assessed valuation

**Inspections Division:** We have no record or structural problems with this project.

**COMPREHENSIVE PLAN:**

The 2005 Comprehensive Plan indicates this area as Urban Residential. It also notes that this is an area in need of redevelopment

**URBAN RENEWAL / URBAN REVITALIZATION / TIF:**

The subject property is located in the Parkway sub area of the Combined Central Sioux City - CBD Urban Renewal TIF district.

**SUBAREA / CORRIDOR PLAN:**

The subject property is not located in an area covered by a Subarea Plan

**FLOOD PLAIN:**

The subject property is located in the 500 year flood zone.

**CITIZEN RESPONSE:**

Fourteen (14) notices were sent within the required time frame. Numerous informational calls were received. No calls in favor of, or in opposition to, the rezoning or vacation have been received.

**ORDINANCE NO. 2017-\_\_\_\_\_**

ORDINANCE REZONING 316 PERRY STREET, 353 WESLEY WAY, 310 PERRY STREET AND 312 PERRY STREET FROM ZONE CLASSIFICATION GC (GENERAL COMMERCIAL) AND ZONE CLASSIFICATION BP (BUSINESS PARK) TO ZONE CLASSIFICATION MU (MIXED USE)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: That the City Council has conducted a public hearing on this proposed rezoning.

Section 2: That Ordinance No. 2015-0215, as amended, also known and identified as the Sioux City Zoning and Sign Ordinance, is hereby amended by adding thereto the following to be known as Section 25.02.030.1301 of said Ordinance No. 2015-0215 as amended:

25.02.030.1301: The following described real property shall be changed from Zone Classification GC (General Commercial) and Zone Classification BP (Business Park) to Zone Classification MU (Mixed Use):

A 98,750 sq. ft. ± tract of land described as follows:

Beginning at the point of intersection of the center lines of W. 4th Street and Wesley Parkway; thence west to the point of intersection of the center lines of W. 4th Street and Perry Street; thence southwest along the center line of Perry Street to the point of intersection of the center line of Perry Street and the northerly R-O-W line of the northwest/southeast alley in Block 39 of Sioux City Addition extended west; thence southeast along the northerly R-O-W line of the northwest/southeast alley in Block 39 of Sioux City Addition extended southeast to the point of intersection of said northerly R-O-W line and the center line of Kansas Street; thence north to the point of beginning.

and

Lot 4 of Block 39 of Sioux City Addition.

All located in Sioux City, Woodbury County, Iowa and extending to the center line of abutting right-of-way.

Section 3: That the boundaries of zones as shown on the official zoning map on file in the Planning Division office of the City of Sioux City, Iowa, is hereby modified and corrected in accordance herewith, and said map and all information shown thereon shall be as much a part of this Ordinance as though all the matters and information set forth in said map were here fully set forth herein.

Section 4: That all Ordinances, or part of Ordinances, in conflict herewith are to the extent of such conflict hereby repealed.

Section 5: That this Ordinance shall be and become effective upon its passage, approval and publication as by law provided.

PASSED BY THE CITY COUNCIL ON, AND APPROVED ON: \_\_\_\_\_

Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

Office of the City Clerk, City of Sioux City, Iowa: State of Iowa, Woodbury County, ss:

The undersigned does hereby certify the foregoing is a correct copy of Ordinance No. 7 \_\_\_\_\_ adopted by the City Council of Sioux City on \_\_\_\_\_, 2017. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Lisa L. McCardle, City Clerk

I hereby certify that a summary of the foregoing was published in the Sioux City Journal on

Lisa L. McCardle, City Clerk

ORDINANCE REZONING 316 PERRY STREET, 353 WESLEY WAY, 310 PERRY STREET AND 312 PERRY STREET FROM ZONE CLASSIFICATION GC (GENERAL COMMERCIAL) AND ZONE CLASSIFICATION BP (BUSINESS PARK) TO ZONE CLASSIFICATION MU (MIXED USE)

This is a summary of Ordinance Number 2017-\_\_\_\_\_ passed by the Sioux City City Council on \_\_\_\_\_, 2017 and is effective today. A complete copy of the ordinance is available at the office of the City Clerk in City Hall, 405 6<sup>th</sup> Street, Sioux City, Iowa, Monday through Friday, 8:00 a.m. to 4:30 p.m. This ordinance rezones the following described property within the City of Sioux City, Woodbury County, Iowa, from Zone Classification GC (General Commercial) and Zone Classification BP (Business Park) to Zone Classification MU (Mixed Use):

A 98,750 sq. ft. ± tract of land described as follows:

Beginning at the point of intersection of the center lines of W. 4th Street and Wesley Parkway; thence west to the point of intersection of the center lines of W. 4th Street and Perry Street; thence southwest along the center line of Perry Street to the point of intersection of the center line of Perry Street and the northerly R-O-W line of the northwest/southeast alley in Block 39 of Sioux City Addition extended west; thence southeast along the northerly R-O-W line of the northwest/southeast alley in Block 39 of Sioux City Addition extended southeast to the point of intersection of said northerly R-O-W line and the center line of Kansas Street; thence north to the point of beginning.

and

Lot 4 of Block 39 of Sioux City Addition.

All located in Sioux City, Woodbury County, Iowa and extending to the center line of abutting right-of-way.

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal \_\_\_\_\_, 2017.

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT**  
**TO SIOUX CITY ZONING AND SIGN ORDINANCE**

Notice is hereby given that at 4:00 P.M., Local Time, or as soon thereafter as the matter may be considered on January 9, 2017, in the Council Chambers, Room 504, City Hall, 405 6th Street, Sioux City, Iowa, there will be conducted a public hearing by the City Council on the proposed amendment to the Zoning and Sign Ordinance of the City of Sioux City, Iowa, proposing the following change:

25.02.030.1301: The following described real property shall be changed from Zone Classification GC (General Commercial) and Zone Classification BP (Business Park) to Zone Classification MU (Mixed Use):

A 98,750 sq. ft. ± tract of land described as follows:

Beginning at the point of intersection of the center lines of W. 4th Street and Wesley Parkway; thence west to the point of intersection of the center lines of W. 4th Street and Perry Street; thence southwest along the center line of Perry Street to the point of intersection of the center line of Perry Street and the northerly R-O-W line of the northwest/southeast alley in Block 39 of Sioux City Addition extended west; thence southeast along the northerly R-O-W line of the northwest/southeast alley in Block 39 of Sioux City Addition extended southeast to the point of intersection of said northerly R-O-W line and the center line of Kansas Street; thence north to the point of beginning.

and

Lot 4 of Block 39 of Sioux City Addition.

All located in Sioux City, Woodbury County, Iowa and extending to the center line of abutting right-of-way.

(316 Perry Street; 353 Wesley Way; 310 Perry Street and 312 Perry Street)  
(2016-0082)

At said hearing parties in interest and citizens will have an opportunity to be heard in relation to said proposed amendment and change.

CITY OF SIOUX CITY, IOWA

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal January 2, 2017.

Attachment B: Vacation Ordinance

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**Prepared by:** Nicole M. DuBois, P.O. Box 447, Sioux City, Iowa 51102 Telephone No. (712) 279-6318

**After recording return to:** City of Sioux City, Iowa, P.O. Box 447, Sioux City, Iowa 51102

**ORDINANCE NO. 2017-\_\_\_\_\_**

ORDINANCE VACATING SEVERAL PARCELS OF RIGHTS-OF-WAY IN THE BLOCK BOUNDED BY PERRY STREET, W. 4<sup>TH</sup> STREET, W. 3<sup>RD</sup> STREET AND KANSAS STREET AND ADJACENT TO 316 PERRY STREET; 353 WESLEY WAY; 310 PERRY STREET AND 312 PERRY STREET.

WHEREAS, the City of Sioux City, Iowa, owns and has heretofore dedicated the following described public rights-of-way within the City of Sioux City, Woodbury County, Iowa, legally described as follows:

All that part of the Northwesterly/Southeasterly alley abutting Lots 3 and 4, and abutting the Northwesterly 50 feet of Lots 9 and 10 all in Block 39, Sioux City, in Woodbury County, Iowa, along with that part of the Northeasterly/Southwesterly alley being all lying Southwest of the right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad in said Block 39, Sioux City, in Woodbury County, Iowa, Including the intersection of said alley in Block 39. Containing an area of 6,400 sq. ft. more or less; and

WHEREAS, the Sioux City Planning and Zoning Commission has conducted a hearing on the proposed vacation and submitted a recommendation to the City Council relative thereto; and

WHEREAS, the City Council has conducted a public hearing on the proposed vacation of the above described property; and

WHEREAS, the City Council finds that said property is no longer necessary for public use and of no benefit to the public and there is no reason to believe that the same will be necessary for use by the public in the future and that vacation thereof will be for the public good.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: That the above described public rights-of-way located within the City of Sioux City, Woodbury County, Iowa, be, and the same are hereby vacated.

**Section 2:** That any and all other ordinances of the City of Sioux City, Woodbury County, Iowa, in conflict herewith, be, and the same are to the extent of such conflict hereby repealed.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and publication as by law provided.

PASSED BY THE CITY COUNCIL ON, AND APPROVED ON: \_\_\_\_\_

Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

Office of the City Clerk, City of Sioux City, Iowa: State of Iowa, Woodbury County, ss:

The undersigned does hereby certify the foregoing is a correct copy of Ordinance No. 2017-\_\_\_\_\_ adopted by the City Council of Sioux City on \_\_\_\_\_, 2017. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Lisa L. McCardle, City Clerk

I hereby certify that a summary of the foregoing was published in the Sioux City Journal on  
[Redacted]

Lisa L. McCardle, City Clerk

ORDINANCE VACATING SEVERAL PARCELS OF RIGHTS-OF-WAY IN THE  
BLOCK BOUNDED BY PERRY STREET, W. 4<sup>TH</sup> STREET, W. 3<sup>RD</sup> STREET  
AND KANSAS STREET AND ADJACENT TO 316 PERRY STREET; 353 WES-  
LEY WAY; 310 PERRY STREET AND 312 PERRY STREET.

This is a summary of Ordinance Number 2017-\_\_\_\_\_ passed by the Sioux City City Council on \_\_\_\_\_, 2017 and is effective today. A complete copy of the ordinance is available at the office of the City Clerk in City Hall, 405 6<sup>th</sup> Street, Sioux City, Iowa, Monday through Friday, 8:00 a.m. to 4:30 p.m. This ordinance vacates the following described public rights-of-way within the City of Sioux City, Woodbury County, Iowa:

All that part of the Northwesterly/Southeasterly alley abutting Lots 3 and 4, and abutting the Northwesterly 50 feet of Lots 9 and 10 all in Block 39, Sioux City, in Woodbury County, Iowa, along with that part of the Northeasterly/Southwesterly alley being all lying Southwest of the right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad in said Block 39, Sioux City, in Woodbury County, Iowa, Including the intersection of said alley in Block 39. Containing an area of 6,400 sq. ft. more or less.

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal \_\_\_\_\_, 2017.

**NOTICE OF HEARING ON PROPOSAL TO VACATE PUBLIC  
RIGHT-OF-WAY OWNED BY CITY OF SIOUX CITY**

NOTICE is hereby given that there is now on file in the office of the City Clerk located at the Customer Service Center on First Floor of City Hall, 405 6th Street, Sioux City, Iowa, an Ordinance under and by virtue of which it is proposed to vacate the following described real estate in Sioux City, Iowa:

All that part of the Northwesterly/Southeasterly alley abutting Lots 3 and 4, and abutting the Northwesterly 50 feet of Lots 9 and 10 all in Block 39, Sioux City, in Woodbury County, Iowa, along with that part of the Northeasterly/Southwesterly alley being all lying Southwest of the right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad in said Block 39, Sioux City, in Woodbury County, Iowa, Including the intersection of said alley in Block 39. Containing an area of 6,400 sq. ft. more or less

(Several parcels of rights-of-way in the block bounded by Perry Street, W. 4<sup>th</sup> Street, W. 3<sup>rd</sup> Street and Kansas Street and adjacent to 316 Perry Street; 353 Wesley Way; 310 Perry Street and 312 Perry Street.) (2016-0088)

That said Ordinance and proposal to vacate said real estate will come on for final hearing and action before the City Council in the Council Chambers, Room 504, City Hall, 405 6th Street, Sioux City, Iowa, on January 9, 2017, at the council meeting commencing at 4:00 P.M., Local Time, or as soon thereafter as the matter may be considered. At said hearing interested persons may appear and be heard for or against said proposed vacation.

CITY OF SIOUX CITY, IOWA

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal January 2, 2017

Attachment C: General Area Map (Rezoning Map)



City of Sioux City Planning Division

Disclaimer of Liability: (Sioux City and Woodbury Co. GIS System)  
The Customer understands and acknowledges that the Products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Sioux City & Woodbury Co. make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, or accept any liability arising from any incorrect, incomplete or misleading information contained therein.



Attachment D: Vacation Map



City of Sioux City Planning Division

Disclaimer of Liability: (Sioux City and Woodbury Co. GIS System)  
The Customer understands and acknowledges that the Products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Sioux City & Woodbury Co. make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, or accept any liability arising from any inaccuracy, incomplete or misleading information contained therein.



Attachment E: Notification Map



**City of Sioux City Planning Division**

**Disclaimer of Liability:** (Sioux City and Woodbury Co. GIS System)  
The Customer understands and acknowledges that the Products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Sioux City & Woodbury Co. make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of such Products, or accept any liability arising from any incomplete, incomplete or misleading information contained therein.



Attachment F: Photos / Aerial Views





## Attachment G: Old Photos and Maps



Attachment H: Area Map with the Proposed Floor Plan Overlaid



## Attachment I: Application

### CITY OF SIOUX CITY

#### Applicant Profile Form

(Complete along with the appropriate application form. Not required with the Design Review Committee Request Form)

Planning Division  
Room 308  
405 6<sup>th</sup> Street  
P.O. Box 447  
Sioux City, IA 51102-0447



Before completing, read the entire Applicant Profile Form and related application. A pre-application conference is required for all applications for cluster, mixed housing, and planned neighborhoods; traditional neighborhood development, as well as applications for development in the Airport Protection (AP), Casino Entertainment (CE), Historic Area (HA), and Public Institutional (PI) zoning districts. However, pre-application conferences may be requested for any development type.

#### PETITIONER/APPLICANT INFORMATION

Name *CLINT STECH*  
Street Address *5700 SHADOW Woods*  
City *Sioux City* State *SD, USA* ZIP *57108*  
Phone *605-351-7041* E-mail Address *CLINT@STECH.COM*  
Petitioner's interest: Owner  Contract Buyer  Architect  Engineer  Other:

#### PROPERTY OWNER (IF DIFFERENT)

Name *JONES DUO E LTD*  
Street Address *806 Pierce STREET*  
City *Sioux City* State *SD, USA* ZIP *57101*  
Phone *712-204-0962* E-mail Address

#### LEGAL DESCRIPTION (IF LEGAL IS TOO LONG, NOTE BELOW AND ATTACH TO THE APPLICATION)

*ATTACHED*

#### PLANNING AND ZONING DIVISION REQUESTS

Approvals are issued by the City after compliance with the requirements of the Zoning and Sign Code is determined. A determination is made by the Planning and Zoning Commission, Board of Adjustment, Administrator, or City Council upon recommendation of City staff, Boards, or Commissions. A full list of permits and approval procedures are listed in Subchapter 25.06-B Permits and Procedures of the Code.

|  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Vacant                    | <input type="checkbox"/> Site Plan / Development Concept Plan | <input type="checkbox"/> Conditional/Limited Use Permit | <input type="checkbox"/> Certificate of Appropriateness        |
| <input checked="" type="checkbox"/> Zone Change    | <input type="checkbox"/> Major changes to a Site/Concept Plan | <input type="checkbox"/> Temporary Use Permit           | <input type="checkbox"/> Designation of Historic Site/Landmark |
| <input type="checkbox"/> Sign Permit               | <input type="checkbox"/> Minor Changes to a Site/Concept Plan | <input type="checkbox"/> Appeal                         | <input type="checkbox"/> Accessory Dwelling Unit               |
| <input type="checkbox"/> Minor Modification        | <input type="checkbox"/> Zoning Compliance Certificate        | <input type="checkbox"/> Variance                       | <input type="checkbox"/> Aviation Permit                       |
| <input type="checkbox"/> Right-of-Way Encroachment | <input type="checkbox"/> Sign Design Program                  |   | <input type="checkbox"/> Interchange Development               |
| <input type="checkbox"/> Text Amendment            | <input type="checkbox"/> Interpretation                       |   | <input type="checkbox"/> Preliminary/Final Plat                |

#### SIGNATURE

Property Owner's Signature:

Application Date:

\*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/siouxcity-ia/index.aspx>. See Subsection 25.06.070 for the complete review procedures.

For Office Use Only

File Number:

Staff Reviewer:

## CITY OF SIOUX CITY

Application for a Zone Change (Includes Restricted Use Overlay Districts)  
(Complete along with the Applicant Profile Form)

Planning Division  
Room 308  
405 6<sup>th</sup> Street  
P.O. Box 447  
Sioux City, IA 51102-0447

SIOUX  
CITY

### SUBJECT PROPERTY INFORMATION

Owner *JONES BUD LTD & JOHN* >  
Street Address *316 Perry Street  
333 Wesley Way*  
Current Zoning District *Commercial* Proposed Zoning District *MULTI-FAMILY*  
Existing Use *RETAIL  
STORAGE* Proposed Use

### WRITTEN STATEMENT OF REQUEST

Describe the need and justification for the proposed zone change, including the conformity of the proposal with the Comprehensive Plan. (Refer to Subsection 25.06.090.15 Zone Change (Map Amendment, including Restricted Use Planned Developments) of the Sioux City Zoning and Sign Code):

### INFORMATION CHECKLIST

- N/A A survey by a Certified Land Surveyor licensed in the State of Iowa if necessary to describe the property.
- A general area map or site plan showing the area requested to be rezoned.
- Completed Applicant Profile Form.
- A filing fee of \$350.
- N/A A zone change to a Historic Area District requires an application for a Local Historic District or Landmark for review by the Historic Preservation Commission and State Historic Preservation Office prior to approving the request.
- N/A Other information as requested by the Administrator prior to submittal of the application, including whether a Restricted Use Overlay District is required (Subsection 25.06.090.13 Restricted Use Overlay District).

### SIGNATURE

Owner/Petitioner's Signature:

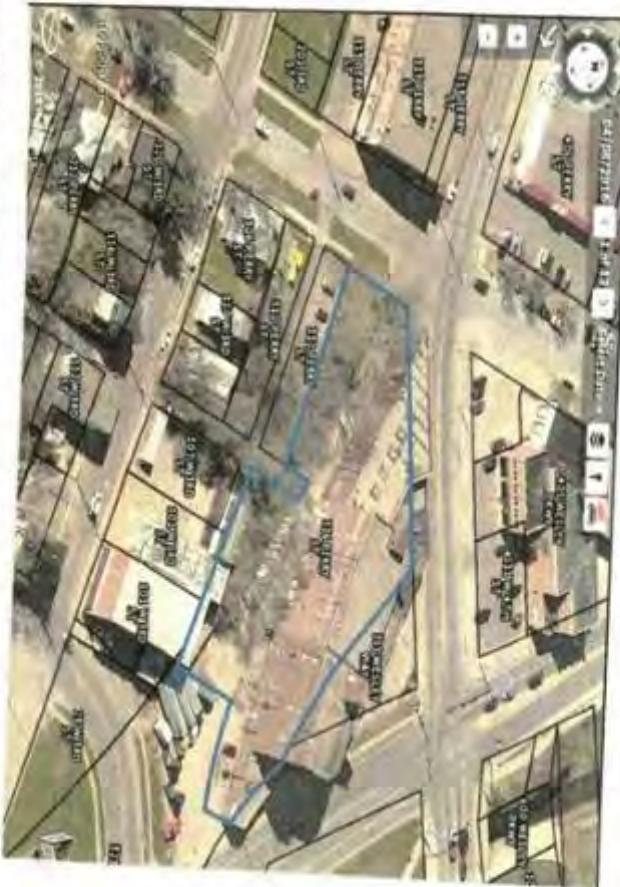


Application Date:

\*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/siouxcity-ia/index.aspx>

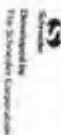
 **Beacon** Woodbury County, IA / Sioux City

Pictometry



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Last Data Updated: 10/21/2016 11:13:17 PM



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

## CITY OF SIOUX CITY REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** January 9, 2017

**ACTION ITEM #** 17 & 18

**FROM:** Nicole DuBois, City Attorney

**SUBJECT:** Hearing and Resolution assessing a civil penalty of \$300.00 against Central Mart I, LLC d.b.a. Central Mart, 800 Hamilton Boulevard, Sioux City, Iowa for violation of the Iowa cigarette laws.

**Hearing and Resolution assessing a civil penalty of \$300.00 against Casey's Marketing Company d.b.a. Casey's General Store #2608, 1132 Lewis Boulevard, Sioux City, Iowa for violation of the Iowa cigarette laws.**

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|--|---|

---

**RECOMMENDATION:**

Staff respectfully request the City Council conduct public hearings and approve resolutions assessing civil penalties of \$300.00 against the following businesses for a first violation within two (2) years of State Cigarette Statute 453A.2(1):

- Cigarette License #17-47401 under the name Central Mart I, LLC d.b.a. Central Mart, 800 Hamilton Boulevard, Sioux City, Iowa.
- Cigarette License #17-39052 under the name Casey's Marketing Company d.b.a. Casey's General Store #2608, 1132 Lewis Boulevard, Sioux City, Iowa.

**DISCUSSION:**

On December 12, 2016 and December 19, 2016, the City Council passed and approved resolutions setting a date, time and place for public hearings against the following businesses for violation of the Iowa cigarette laws:

Three hundred dollars (\$300.00) civil penalties to be assessed against the following cigarette permit holders for a first violation of State Cigarette Statute 453A.2(1):

- Cigarette License #17-22625 under the name Fareway Stores, Incorporated d.b.a. Fareway Stores #022, 4040 War Eagle Drive, Sioux City, Iowa.
- Cigarette License #17-47401 under the name Central Mart I, LLC d.b.a. Central Mart, 800 Hamilton Boulevard, Sioux City, Iowa.
- Cigarette License #17-39052 under the name Casey's Marketing Company d.b.a. Casey's General Store #2608, 1132 Lewis Boulevard, Sioux City, Iowa.

The aforementioned businesses had employees who plead guilty in Woodbury County District Court of violating Iowa Code §453A.2, selling cigarettes to minors.

In an attempt to settle these cases in lieu of public hearings, Acknowledgement/Settlement Agreements were sent to the businesses giving them the opportunity to pay the civil penalty prior to the hearing date. Fareway Stores #022 has returned their Acknowledgement/Settlement Agreement and paid their \$300.00 civil penalty. No response from Central Mart I or Casey's General Store #2608 has been received.

Therefore, pursuant to Iowa Code §453A.22(2), the City Council is requested to hold public hearings for:

Assessment of a civil penalty of \$300.00 for violation of the Iowa cigarette laws due to first violations within a two (2) year period against the following businesses:

- Cigarette License #17-47401 under the name Central Mart I, LLC d.b.a. Central Mart, 800 Hamilton Boulevard, Sioux City, Iowa.
- Cigarette License #17-39052 under the name Casey's Marketing Company d.b.a. Casey's General Store #2608, 1132 Lewis Boulevard, Sioux City, Iowa.

**FINANCIAL IMPACT:**

Collection of civil penalties to be placed in the City's General Fund.

**RELATIONSHIP TO STRATEGIC PLAN:**

INVESTIGATIVE SERVICES:

Municipal Responsibility - Health and Safety Vision

Strategic Focus Area - Enhance Public/Private Partnerships

**ALTERNATIVES:**

There are no alternatives to the imposition of the fines. These are regulated by state law and we have no option but to follow the state law.

**ATTACHMENTS:**

Resolutions for

- ✓ Central Mart I, LLC d.b.a. Central Mart, 800 Hamilton Boulevard, Sioux City, Iowa
- ✓ Casey's Marketing Company d.b.a. Casey's General Store #2608, 1132 Lewis Boulevard, Sioux City, Iowa

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

**RESOLUTION ASSESSING A CIVIL PENALTY OF \$300.00 AGAINST CENTRAL MART I, LLC D.B.A. CENTRAL MART, 800 HAMILTON BOULEVARD, SIOUX CITY, IOWA FOR VIOLATION OF THE IOWA CIGARETTE LAWS.**

WHEREAS, on November 28, 2016, Carmen F. Gonzalez-Castro was convicted in Woodbury County District Court, Case No. STA0142407 of violating Iowa Code §453A.2 on October 28, 2016, (a copy of said conviction is attached hereto and incorporated herein by reference); and

WHEREAS, at the time of the above violation Carmen F. Gonzalez-Castro was an employee of Central Mart I, LLC d.b.a. Central Mart, 800 Hamilton Boulevard, Sioux City, Iowa, a cigarette permit holder; and

WHEREAS, the acts of an agent or employee of a licensee are imputed to the licensee; and

WHEREAS, said violation is a first violation of this section within a period of two (2) years; and

WHEREAS, Iowa Code §453A.22(2), as amended, provides that a permittee who violates said section shall be assessed a civil penalty in the amount of \$300.00 after a hearing and notice; and

WHEREAS, a public hearing was held on this date and the City Council has heard the arguments of the permittee and the facts of the violation; and

WHEREAS, local authorities shall retain such civil penalties if the proceeding to impose the penalty is conducted by the local authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the City Council, after notice and hearing, and pursuant to the authority of the above cited sections, hereby assesses a civil penalty in the amount of \$300.00 against Central Mart I, LLC d.b.a. Central Mart, 800 Hamilton Boulevard, Sioux City, Iowa, Cigarette Permit No. #17-47401.

BE IT FURTHER RESOLVED that said license holder has thirty (30) days from the date of this resolution to pay such penalty in full to the City of Sioux City, Iowa, c/o City Treasurer, P.O. Box 447, Sioux City, Iowa 51102. Failure to pay this penalty shall result in a fourteen (14) day suspension of the cigarette permit held by the license holder effective on the 32<sup>nd</sup> day from the date of this resolution.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to notify the license holder of this action by providing to said license holder a certified copy of this Resolution. Such notice shall be by certified mail, return receipt requested, sent to the address listed on the application for a cigarette permit.

BE IT FURTHER RESOLVED, that the City Clerk shall mail a certified copy of this Resolution to: Department of Revenue, Cigarette Permit Division, P.O. Box 10456, Des Moines, Iowa 50306-0456; Iowa Department of Public Health, Division of Tobacco Use Prevention and Control, 321 E. 12<sup>th</sup> Street, Des Moines, Iowa 50319-0075; and the Iowa Attorney General, ATTN: Matthew L. Gannon, Assistant Attorney General, Hoover State Office Building, 1305 E. Walnut Street, 2<sup>nd</sup> Floor, Des Moines, Iowa 50319.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

**Charges, Dispositions, Sentences**

Title: STATE vs. GONZALEZ-CASTRO, CARMEN F  
Case: 03971 STA0142407 (WOODBURY)  
Citation Number: DO570698

**Defendant:** GONZALEZ-CASTRO, CARMEN F

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Count 01

**Charge**

**Charge:** 453A.2(1)      **Description:** EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO MINOR - 1ST OFF

**Offense Date:** 10/28/2016

**Arrest Date:**

**Against Type:**

**DPS Number:**

**Adjudication**

**Charge:** 453A.2(1)      **Description:** EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO MINOR - 1ST OFF

**Adj.:** GUILTY - NEGOTIATED/VOLUN PLEA

**Adj.Date:** 11/28/2016

**Adj.Judge:** WOODBURY COUNTY CLERK,

**Comments:**

**Sentence**

**Charge:** 453A.2(1)      **Description:** EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO MINOR - 1ST OFF

**Sentence Date:** 11/28/2016

**Sentence:** FINE

**Appeal:**

**Sen.Judge:** WOODBURY COUNTY CLERK,

**Facility Type:**

**Attorney:** N

**Restitution:** N

**Drug:** N      **Extradition:** N

**Lic.Revoked:** N

**DDS:** N

**Batterer:**

**Fine Amount:** 100

**Duration:**

**Comment:**

### **Financials**

Title: STATE vs. GONZALEZ-CASTRO, CARMEN F

Case: 03971 STA0142407 (WOODBURY)

Citation Number: DO570698

| <u>Summary</u> | <u>Orig</u> | <u>Paid</u> | <u>Due</u> |
|----------------|-------------|-------------|------------|
| COSTS          | 60.00       | 0.00        | 60.00      |
| FINE           | 100.00      | 0.00        | 100.00     |
| SURCHARGE      | 35.00       | 0.00        | 35.00      |
| RESTITUTION    | 0.00        | 0.00        | 0.00       |
| OTHER          | 0.00        | 0.00        | 0.00       |
| <hr/>          |             |             |            |
|                | \$195.00    | \$0.00      | \$195.00   |

[Make a payment on this case](#)

|                 |     |      |     |
|-----------------|-----|------|-----|
| SUPPORT/ALIMONY | N/A | 0.00 | N/A |
|-----------------|-----|------|-----|

**Filings**

Title: STATE vs. GONZALEZ-CASTRO, CARMEN F

Case: 03971 STA0142407 (WOODBURY)

Citation Number: DO570698

| <u>Event</u>   | <u>Filed By</u>       | <u>Filed</u> | <u>Create Date</u> | <u>Last Updated</u> | <u>Action Date</u> |
|--|-----------------------|--------------|--------------------|---------------------|--------------------|
| COURT ORDERED PAYMENT PLAN                                     |                       | 11/30/2016   | 11/30/2016         | 11/30/2016          |                    |
| VIOLATIONS HANDLED BY CLERK                                    | WOODBURY COUNTY CLERK | 11/28/2016   | 11/30/2016         | 11/30/2016          |                    |
| <i>Comments:</i> TTP 12-28-16                                  |                       |              |                    |                     |                    |
| TRAFFIC TICKET FILING  |                       | 10/31/2016   | 10/31/2016         | 10/31/2016          |                    |
| <i>Comments:</i> ARR 11-28-16 1:30PM; SALE OF TOBACCO TO MINOR |                       |              |                    |                     |                    |

**Summary**Title: STATE vs. GONZALEZ-CASTRO, CARMEN F [EDMS](#)

| <u>Trial Court Case ID</u> | <u>Originating County</u>   | <u>Created</u>          | <u>Speedy Trial</u>  | <u>Microfilm Ref</u> |
|----------------------------|-----------------------------|-------------------------|----------------------|----------------------|
| 03971 STA0142407           | WOODBURY                    | 10/31/2016              |                      |                      |
| <u>Citation Number</u>     | <u>Disposition Status</u>   | <u>Disposition Date</u> | <u>Reopened Date</u> |                      |
| DO570698                   | VIOLATIONS HANDLED BY CLERK | 11/28/2016              |                      |                      |

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION ASSESSING A CIVIL PENALTY OF \$300.00 AGAINST CASEY'S MARKETING COMPANY D.B.A. CASEY'S GENERAL STORE #2608, 1132 LEWIS BOULEVARD, SIOUX CITY, IOWA FOR VIOLATION OF THE IOWA CIGARETTE LAWS.

WHEREAS, on December 5, 2016, Kristina M. Wright was convicted in Woodbury County District Court, Case No. STA0142688 of violating Iowa Code §453A.2 on November 4, 2016, (a copy of said conviction is attached hereto and incorporated herein by reference); and

WHEREAS, at the time of the above violation Kristina M. Wright was an employee of Casey's Marketing Company d.b.a. Casey's General Store #2608, 1132 Lewis Boulevard, Sioux City, Iowa, a cigarette permit holder; and

WHEREAS, the acts of an agent or employee of a licensee are imputed to the licensee; and

WHEREAS, said violation is a first violation of this section within a period of two (2) years; and

WHEREAS, Iowa Code §453A.22(2), as amended, provides that a permittee who violates said section shall be assessed a civil penalty in the amount of \$300.00 after a hearing and notice; and

WHEREAS, a public hearing was held on this date and the City Council has heard the arguments of the permittee and the facts of the violation; and

WHEREAS, local authorities shall retain such civil penalties if the proceeding to impose the penalty is conducted by the local authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the City Council, after notice and hearing, and pursuant to the authority of the above cited sections, hereby assesses a civil penalty in the amount of \$300.00 against Casey's Marketing Company d.b.a. Casey's General Store #2608, 1132 Lewis Boulevard, Sioux City, Iowa, Cigarette Permit No. #17-39052.

BE IT FURTHER RESOLVED that said license holder has thirty (30) days from the date of this resolution to pay such penalty in full to the City of Sioux City, Iowa, c/o City Treasurer, P.O. Box 447, Sioux City, Iowa 51102. Failure to pay this penalty shall result in a fourteen (14) day suspension of the cigarette permit held by the license holder effective on the 32<sup>nd</sup> day from the date of this resolution.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to notify the license holder of this action by providing to said license holder a certified copy of this Resolution. Such notice shall be by certified mail, return receipt requested, sent to the address listed on the application for a cigarette permit.

BE IT FURTHER RESOLVED, that the City Clerk shall mail a certified copy of this Resolution to: Department of Revenue, Cigarette Permit Division, P.O. Box 10456, Des Moines, Iowa 50306-0456; Iowa Department of Public Health, Division of Tobacco Use Prevention and Control, 321 E. 12<sup>th</sup> Street, Des Moines, Iowa 50319-0075; and the Iowa Attorney General, ATTN: Matthew L. Gannon, Assistant Attorney General, Hoover State Office Building, 1305 E. Walnut Street, 2<sup>nd</sup> Floor, Des Moines, Iowa 50319.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_

Lisa L. McCardle, City Clerk

**Charges, Dispositions, Sentences**

Title: STATE VS WRIGHT, KRISTINA M

Case: 03971 STA0142688 (WOODBURY)

Citation Number: DO570700

**Defendant:** WRIGHT, KRISTINA MCount 01**Charge****Charge:** 453A.2(1)**Description:** EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO MINOR - 1ST OFF**Offense Date:** 11/04/2016**Arrest Date:****Against Type:****DPS Number:****Adjudication****Charge:** 453A.2(1)**Description:** EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO MINOR - 1ST OFF**Adj.:** GUILTY - NEGOTIATED/VOLUN PLEA**Adj.Date:** 12/05/2016**Adj.Judge:** WOODBURY COUNTY CLERK,**Comments:****Sentence****Charge:** 453A.2(1)**Description:** EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO MINOR - 1ST OFF**Sentence Date:** 12/05/2016**Sentence:** FINE**Appeal:****Sen.Judge:** WOODBURY COUNTY CLERK,**Facility Type:****Attorney:** N**Restitution:** N**Drug:** N      **Extradition:** N

**Lic.Revoked:** N

**DDS:** N

**Batterer:**

**Fine Amount:** 100

**Duration:**

**Comment:**

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### **Financials**

Title: STATE VS WRIGHT, KRISTINA M

Case: 03971 STA0142688 (WOODBURY)

Citation Number: DO570700

| <u>Summary</u> | <u>Orig</u> | <u>Paid</u> | <u>Due</u> |
|----------------|-------------|-------------|------------|
| COSTS          | 60.00       | 0.00        | 60.00      |
| FINE           | 100.00      | 0.00        | 100.00     |
| SURCHARGE      | 35.00       | 0.00        | 35.00      |
| RESTITUTION    | 0.00        | 0.00        | 0.00       |
| OTHER          | 0.00        | 0.00        | 0.00       |

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\$195.00 \$0.00 \$195.00

[Make a payment on this case](#)

SUPPORT/ALIMONY

N/A

0.00

N/A

**Filings**

Title: STATE VS WRIGHT, KRISTINA M  
Case: 03971 STA0142688 (WOODBURY)  
Citation Number: DO570700

| <u>Event</u>   | <u>Filed By</u>       | <u>Filed</u> | <u>Create Date</u> | <u>Last Updated</u> | <u>Action Date</u> |
|--|-----------------------|--------------|--------------------|---------------------|--------------------|
| COURT ORDERED PAYMENT PLAN                                 |                       | 12/06/2016   | 12/06/2016         | 12/06/2016          |                    |
| VIOLATIONS HANDLED BY CLERK                                | WOODBURY COUNTY CLERK | 12/05/2016   | 12/06/2016         | 12/06/2016          |                    |
| <i>Comments:</i> TTP 1-5-17                                |                       |              |                    |                     |                    |
| TRAFFIC TICKET FILING                                      |                       | 11/07/2016   | 11/07/2016         | 11/07/2016          |                    |
| <i>Comments:</i> SALE TOBAACO TO MINOR ARR: 12-5-16 1:30PM |                       |              |                    |                     |                    |

**Summary**

Title: STATE VS WRIGHT, KRISTINA M [EDMS](#)

| <u>Trial Court Case ID</u> | <u>Originating County</u>   | <u>Created</u>          | <u>Speedy Trial</u>  | <u>Microfilm Ref</u> |
|----------------------------|-----------------------------|-------------------------|----------------------|----------------------|
| 03971 STA0142688           | WOODBURY                    | 11/07/2016              |                      |                      |
| <u>Citation Number</u>     | <u>Disposition Status</u>   | <u>Disposition Date</u> | <u>Reopened Date</u> |                      |
| DO570700                   | VIOLATIONS HANDLED BY CLERK | 12/05/2016              |                      |                      |

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017      **ACTION ITEM #** 19

**FROM:** Jeff Hanson, Community Development Operations Manager (SW)

**Subject:** Hearing and Resolution accepting the proposal of the Anita L. Small Revocable Trust for the purchase of certain land in the Teton Urban Renewal Area and authorizing sale of said property. (vacated portion of Indian Hills Drive commonly known as 2200 Indian Hills Drive)

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|              |                                     |                     |                                     |                    |                                     |               |                                     |              |
|--------------|-------------------------------------|---------------------|-------------------------------------|--------------------|-------------------------------------|---------------|-------------------------------------|--------------|
| 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 approve the proposed resolution.

**DISCUSSION:**

On the agenda for Monday is a hearing and resolution to sell that portion of vacated Indian Hills Drive commonly known as 2200 Indian Hills Drive to The Anita L. Small Revocable Trust. This portion of street was vacated by Ordinance 2016-0950 dated November 21, 2016. Ms. Small would like to add this portion of vacated right of way to abutting property that she owns. This property is located in the Teton Urban Renewal Area.

The resolution on Monday's agenda authorizes the issuance of a city deed to The Anita L. Small Revocable Trust.

**FINANCIAL IMPACT:**

The amount of \$1,093.00 plus costs will be received at time of closing.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility - Infrastructure  
Focus Area – Expand Development Opportunities and Grow Sioux City

**ALTERNATIVES:**

Do not approve the resolution

**ATTACHMENTS:**

Proposed Resolution  
Aerial

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION ACCEPTING THE PROPOSAL OF THE ANITA L. SMALL REVOCABLE TRUST FOR THE PURCHASE OF CERTAIN LAND IN THE TETON URBAN RENEWAL AREA AND AUTHORIZING SALE OF SAID PROPERTY. (VACATED PORTION OF INDIAN HILLS DRIVE COMMONLY KNOWN AS 2200 INDIAN HILLS DRIVE)

WHEREAS, in furtherance of the objectives of Chapter 403 of the Code of Iowa, the City of Sioux City, Iowa, has undertaken a program of redevelopment of blighted areas and economic development in the City, and in this connection has instituted the Teton 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, The Anita L. Small Revocable Trust has submitted a proposal to the City for the purchase of the following described property in the Teton Urban Renewal Area:

Vacated portion of Indian Hills Drive more particularly described as follows:

A parcel of land located in a part of the Southeast Quarter of the Southwest Quarter and in a part of the Southwest Quarter of the Southeast Quarter, both in Section 10, Township 89 North, Range 47 West of the 5<sup>th</sup> P.M., City of Sioux City, Woodbury County, Iowa, further described as:

Beginning at the Southeast Corner of the SW1/4 of said Section 10; thence S 89°43'18" W, on the South line of the SW1/4 of said Section 10 a distance of 485.21 feet; thence N 0°16'42" W, a distance of 108.09 feet to a point on the Southerly Right of Way Line of Indian Hills Drive (the following 2 courses on are on said Right of Way Line); thence S 76°30'59" E, a distance of 318.75 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 1434.31 feet and a central angle of 7°22'12"; thence Easterly along said curve, a distance of 184.49 feet to a point on the South line of the SW1/4 of the SE1/4 of said Section 10; thence S 89°28'26" W, on said South line a distance of 5.92 feet to the POINT OF BEGINNING; contains 24,290 Square Feet. Said parcel is subject to any and all Easements of Record.

For the purpose of this Survey the South line of the SW1/4 of said Section 10 is assumed to bear S 89°43'18" W; and

WHEREAS, pursuant to Resolution No. 2016-0969 passed and approved by the City Council on December 5, 2016, the City indicated its intent to accept said proposal of The Anita L. Small Revocable Trust, 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 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 The Anita L. Small Revocable Trust for the purchase of said property and that accepting such proposal is in the public interests; and

WHEREAS, a city deed has 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 city deed attached hereto providing for the sale of said property to The Anita L. Small Revocable Trust is hereby approved as to form and content and the Mayor and City Clerk be and they are 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 city deed and the costs incurred in this sale that the city deed be delivered to The Anita L. Small Revocable Trust.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

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**Prepared by:** Nicole DuBois, P.O. Box 447, Sioux City, Iowa 51102 Telephone No. (712) 279-6318  
**After recording return to:** City of Sioux City, Iowa, P.O. Box 447, Sioux City, Iowa 51102

ADDRESS TAX STATEMENT: The Anita L. Small Revocable Trust  
c/o of Anita L. Small, 4629 46th Street, Sioux City, Iowa 51108

**CITY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That the City of Sioux City, Iowa, a municipal corporation, of the County of Woodbury, and State of Iowa, by its Mayor thereunto duly authorized, as hereinafter set forth, in consideration of the sum of ONE THOUSAND NINETY-THREE DOLLARS AND NO CENTS (\$1,093.00) in hand paid by The Anita L. Small Revocable Trust of the County of Woodbury and State of Iowa, does hereby release, remise, convey and quit claim unto the said Anita L. Small Revocable Trust, all its right, title and interest in and to the following described premises situated in the County of Woodbury and State of Iowa, to-wit:

Vacated portion of Indian Hills Drive more particularly described as follows:

A parcel of land located in a part of the Southeast Quarter of the Southwest Quarter and in a part of the Southwest Quarter of the Southeast Quarter, both in Section 10, Township 89 North, Range 47 West of the 5<sup>th</sup> P.M., City of Sioux City, Woodbury County, Iowa, further described as:

Beginning at the Southeast Corner of the SW1/4 of said Section 10; thence S 89°43'18" W, on the South line of the SW1/4 of said Section 10 a distance of 485.21 feet; thence N 0°16'42" W, a distance of 108.09 feet to a point on the Southerly Right of Way Line of Indian Hills Drive (the following 2 courses on are on said Right of Way Line); thence S 76°30'59" E, a distance of 318.75 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 1434.31 feet and a central angle of 7°22'12"; thence Easterly along said curve, a distance of 184.49 feet to a point on the South line of the SW1/4 of the SE1/4 of said Section 10; thence S 89°28'26" W, on said South line a distance of 5.92 feet to the POINT OF BEGINNING; contains 24,290 Square Feet. Said parcel is subject to any and all Easements of Record.

For the purpose of this Survey the South line of the SW1/4 of said Section 10 is assumed to bear S 89°43'18" W.

(Subject to the right of the City of Sioux City, Iowa, to use said real estate in connection with the operation and maintenance of any presently existing and installed public utility, above or below the ground, and subject to the same right on the part of public utility companies operating under franchise in the City of Sioux City, Iowa.)

This deed is executed under and by virtue of the authority vested in the Mayor of Sioux City, Iowa, under the provisions of which and in accordance herewith, this deed is executed and delivered.

IN WITNESS WHEREOF, the City of Sioux City, Iowa, has caused these Presents to be signed by its Mayor and the seal of said City duly attested by the City Clerk hereunto affixed this 9th day of January, 2017.

CITY OF SIOUX CITY, IOWA

BY: \_\_\_\_\_  
Robert E. Scott, Mayor

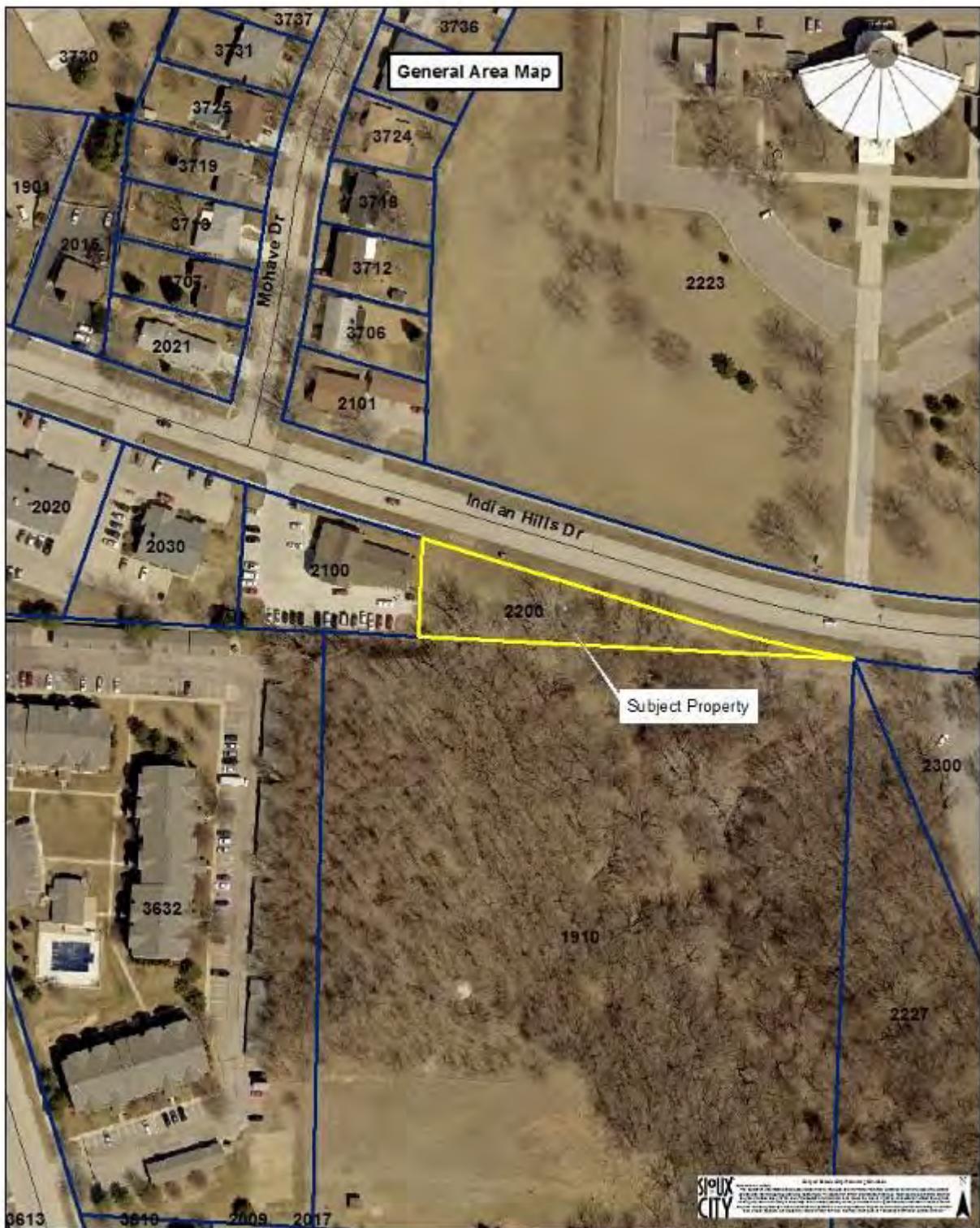
ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

STATE OF IOWA        )  
                          : ss  
WOODBURY COUNTY)

On this 9th day of January, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert E. Scott and Lisa L. McCardle, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed to the foregoing instrument is the official seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in Resolution No. 2017-\_\_\_\_\_ passed on the 9th day of January, 2017, and that Robert E. Scott and Lisa L. McCardle acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City.

BY: \_\_\_\_\_  
Notary Public in and for Iowa

Exempt from Transfer Tax pursuant to Chapter 428A.2(6).



|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017      **ACTION ITEM #** 20 & 21

**FROM:** Renae Billings, Economic Development Specialist

**SUBJECT:** **Hearing and Resolution accepting the proposal of HCI Real Estate Company for the purchase of certain land in the Combined Central Sioux City - CBD Urban Renewal Area, and authorizing Development Agreements and Minimum Assessment Agreements. (Vacated portion of 1st Street adjacent to 100 Virginia Street and 101 Virginia Street) (Deferred from December 19, 2016) (Motion requested to defer this item to January 23, 2017)**

**Resolution authorizing and approving a Development Agreement and Minimum Assessment agreement with HCI Real Estate Company. (103 Virginia Street) (Deferred from December 19, 2016) (Motion requested to defer this item to January 23, 2017)**

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
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### **RECOMMENDATION:**

Staff respectfully requests Council defer action on the above resolutions until January 23, 2017.

### **DISCUSSION:**

#### **Background**

In 2014, Ho-Chunk, Inc. (HCI) Real Estate Company acquired three former industrial buildings on 1<sup>st</sup> and Virginia Streets in downtown Sioux City with plans to redevelop them into mixed-use retail, commercial and market-rate residential developments. These historic buildings were built in 1912 and 1913 and have deteriorated in value over the last 15 years. With the reconstruction of Interstate 29 through downtown Sioux City, Virginia Street will soon be a new primary entrance into downtown, and the redevelopment of these three buildings into "Virginia Square" will not only provide significant additional tax value in the area, but permanently transform the aesthetics of downtown.

"100 Virginia Square" is an existing 27,805 SF, three-story building located on the east side of Virginia Street. The 1<sup>st</sup> floor of this building will consist of restaurant space with an outdoor deck/patio area. The 2<sup>nd</sup> and 3<sup>rd</sup> floors will consist of 10 residential units each, as well as a roof top courtyard to provide residents with entertainment and green space options.

"103 Virginia Square" is an existing 88,473 SF, five-story building located on the west side of Virginia Street that will also be redeveloped into retail, commercial, and residential space. The 1<sup>st</sup> floor will include office space and a parking garage. The 2<sup>nd</sup> and 3<sup>rd</sup> floors will each consist

of approximately 7,400 SF of office space and 11,800 SF of market-rate residential units, allowing for 10 units on each floor. The 4<sup>th</sup> and 5<sup>th</sup> floors will be turned into 7 two-story, high-end condos spread across both floors. In addition, over 5,000 SF of outdoor roof top patio space will complement the development.

"101 Virginia Square", will be a newly constructed 73,678 SF, four-story building. It will include 4,000 SF of retail space on the 1<sup>st</sup> floor, and over 18,000 SF on each of the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors for market-rate residential units. This new building will allow for a total of 45 apartment units on the upper floors and approximately 13,300 SF of garage space on the main floor. Note: the original building located at 101 Virginia Street was a 35,244 SF, three-story building which was planned for mixed use redevelopment. However, it was determined that the building was too deteriorated to be restored. Ho-Chunk has since torn down the original building and the new building will allow for more apartment units and parking spaces than originally planned.

In total, HCI Real Estate Company's investment in these three buildings will exceed \$24 million, and the addition of 92 market-rate residential units will more than double the current number of market-rate units in downtown Sioux City. Redevelopment is currently underway. Work on 100 Virginia Square began in May 2015 and is expected to be completed by the end of 2016. 103 Virginia Square was started shortly after in September 2015, with a completion date planned for early to mid-2017. Construction of 101 Virginia Square is scheduled to start in the spring of 2017.

### **Proposal**

City staff has worked to finalize a development agreement with HCI Real Estate Company.

*As a part of the agreement HCI Real Estate Company will:*

- Redevelop the building located at 100 Virginia Street into mixed-use retail/restaurant and residential units with a capital investment of approximately \$5 million.
- Redevelop the building located at 103 Virginia Street into mixed-use commercial, retail, parking garage and residential units with a capital investment of approximately \$10 million.
- Construct a new mixed-use building located at 101 Virginia Square with retail, parking garage and residential units with a capital investment of approximately \$10 million.
- Purchase the vacated right-of-way along 1<sup>st</sup> Street for \$1.00 to be used in conjunction with the redevelopment of the aforementioned property as part of the Virginia Square project.
- Acquire additional property adjacent to Virginia Square for future development within the district.
- Agree to a total minimum assessment for the commercial portions of the buildings of \$3,450,000 for ten years.

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

- Convey and sell the vacated right-of-way along 1<sup>st</sup> Street to HCI Real Estate Company for \$1.00.
- Provide tax rebates to HCI Real Estate Company on the new incremental taxes created by the value added to the commercial portion of the buildings according to a ten-year graduated schedule. The total amount of tax rebates is estimated at \$613,000.

In addition, the Virginia Square project is also part of the proposed Sioux City Reinvestment

District as part of the Iowa Reinvestment District Program. Development of the Virginia Square project is an integral part of the application to the IEDA and will create additional benefits to the project and the reinvestment district.

The initial step to start the required 30-day notice period and set a date for final Council consideration of the development agreement and sale of vacated right-of-way was approved by Council on November 14, 2016.

**FINANCIAL IMPACT:**

Additional revenue through property taxes will be generated through improvements to the properties. The City's financial commitment to this project will be in the form of property tax rebates as explained above.

**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

Area Map

**RESOLUTION NO. 2017 - \_\_\_\_\_**  
with attachments

**RESOLUTION ACCEPTING THE PROPOSAL OF HCI REAL ESTATE COMPANY FOR THE PURCHASE OF CERTAIN LAND IN THE COMBINED CENTRAL SIOUX CITY - CBD URBAN RENEWAL AREA, AND AUTHORIZING DEVELOPMENT AGREEMENTS AND MINIMUM ASSESSMENT AGREEMENTS. (VACATED PORTIONS OF 1<sup>ST</sup> STREET ADJACENT TO 100 VIRGINIA STREET AND 101 VIRGINIA STREET)**

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 Combined Central Sioux City - CBD 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, HCI Real Estate Company has submitted a proposal to the City for the purchase of the following described property in the Combined Central Sioux City - CBD Urban Renewal Area» Urban Renewal Area:

All that part of the north 16 feet of vacated 1<sup>st</sup> Street lying adjacent to Block 10, Middle Sioux City, in the County of Woodbury and the State of Iowa. (Contains 5,056 square feet, more or less);

AND

All that part of the vacated 1st Street right-of-way lying between Block 6 and Block 9 of Middle Sioux City Addition to the City of Sioux City, Woodbury County, Iowa. Said parcel being more particularly described as follows:

Commencing at the NW Corner of Block 6 of said Middle Sioux City Addition; thence northerly along the westerly line of said Block 6 extended on an assumed bearing of N00°00'45"E (with all subsequent bearings referenced therefrom) for a distance of 31.58 feet to the Point of Beginning; thence continuing N00°00'45"E for a distance of 31.57 feet to the SW corner of a previously vacated right-of-way portion of 1st Street; thence N89°47'33"E for a distance of 317.65 feet to a point on the westerly line of Virginia Street right-of-way; thence S00°00'45"W along said westerly right-of-way for a distance of 64.30 feet to the NE corner of Lot 4 of Block 6; thence S90°00'00"W along the northerly line of said Lot 4 for a distance of 150.09 feet to the NW corner of said Lot 4; thence N00°00'45"E along the easterly line of said Block 6 north-south alley extended northerly for a distance of 31.88 feet; thence S89°53'47"W for a distance of 167.56 feet to the Point of Beginning.

Said described parcel of land contains 0.34 acres.

Said parcel being subject to all easements and right-of-ways of record; and

WHEREAS, pursuant to Resolution No. 2016-0931 passed and approved by the City Council on November 14, 2016, the City indicated its intent to accept said proposal of HCI Real Estate Company, 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 HCI Real Estate Company for the purchase of said property and that accepting such proposal is in the public interests; and

WHEREAS, Development Agreements and Minimum Assessment Agreements 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 Agreements and Minimum Assessment Agreements attached hereto providing for the sale of said property to HCI Real Estate Company is 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 Agreements 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 Agreements and Minimum Assessment Agreements and the costs incurred in this sale that the Development Agreements and Minimum Assessment Agreements be delivered to HCI Real Estate Company.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT AND MINIMUM  
ASSESSMENT AGREEMENT WITH HCI REAL ESTATE COMPANY. (103  
VIRGINIA STREET)**

WHEREAS, HCI Real Estate Company proposes to redevelop the former industrial building located at 103 Virginia Street into commercial and residential space; and

WHEREAS, HCI Real Estate Company has committed a significant amount of private financing to the project; and

WHEREAS, the proposed project will support the City's efforts to create new commercial and housing opportunities for a growing workforce within the community; and

WHEREAS, the City Council believes it is in the best interest of the City to participate in the funding of the project in the form of property tax rebates funded by tax increment financing; and

WHEREAS, a Development Agreement and Assessment Agreement between HCI Real Estate Company and the City of Sioux City, Iowa, a copy of which is attached hereto and by this reference incorporated herein, sets forth the responsibilities and obligations of the parties in developing such improvements; and

WHEREAS, said Development Agreement and Assessment Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the Development Agreement and Assessment Agreement between HCI Real Estate Company and the City of Sioux City, Iowa, for the development at 103 Virginia Street in the Combined Central Sioux City - CBD Urban Renewal Area, referred to in the preamble hereof, be and the same is hereby approved as to form and content.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized and directed to execute said Development Agreement and Assessment Agreement, along with all necessary exhibits to said Development Agreement and Assessment Agreement, for and on behalf of the City of Sioux City, Iowa.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

Area 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:** January 9, 2017

**ACTION ITEM #** 22

**FROM:** Mark Simms, Utilities Director  
Jim Maynes, Wastewater Treatment Plant Superintendent

**SUBJECT:** **Resolution approving Work Order No. 1 to the Master Agreement with Bartlett & West of West Des Moines, Iowa in an amount not to exceed \$605,000 for final design, bidding assistance, permitting assistance, and facility planning modifications for the Asset Renewal Phase I Project in connection with the SCWWTF Resource Recovery and Beneficial Refuse Project.**

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|                     |   |  |   |
|---------------------|---|--|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input checked="" type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|--|---|

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### **RECOMMENDATION:**

Staff respectfully requests that Council approve Work Order No. 1 to the Master Agreement with Bartlett & West of West Des Moines, Iowa for the Asset Renewal Phase I Project in connection with the SCWWTF Resource Recovery and Beneficial Refuse Project to provide final design, bidding assistance, permitting assistance, and facility planning modifications.

### **DISCUSSION:**

In the 2016 Facility Plan, improvements to several of the WWTP unit processes were proposed. Many of these improvements have already been programmed utilizing CIP 539-117 – “WWTP Asset Renewal”. Staff and Bartlett & West have performed an assessment of the 2016 Facility Plan and the WWTP, prioritized improvements based on capacity, regulatory and operational considerations, and developed a path forward for implementing Asset Renewal improvements in a phased approach. This will enhance the potential for a capacity re-rate while improving operations efficiencies and reducing equipment failure rates and down-time.

CIP 539-117 – “WWTP Asset Renewal” currently includes approximately 22 projects over the next three year period, with most requiring engineering services. Each one could have a positive or negative impact on our potential capacity re-rate. For example, selecting the wrong dewatering technology could result in no change to the existing capacity rating.

Based on feedback from IDNR Engineering and Permitting, staff is recommending that all WWTP Asset Renewal projects be consolidated under one lead engineering firm, which will accomplish and submit a modified facility plan. This approach will utilize all recent engineering studies (UV Disinfection, Solids Storage, 2016 Facility Plan, etc.) and allow for structural preservation, electrical upgrades, replacement of heating and cooling units, upgrading of dewatering and biosolids conveying equipment, primary and secondary clarifier upgrades, digester cleanout and maintenance, odor control modifications, disinfection improvements, and upgrading the process monitoring and control systems. However, the current budget (funded and programmed) in the CIP is inadequate to accomplish all of the targeted improvements in one project.

After prioritization and the development of a phasing strategy, the proposed Asset Renewal Phase I project will include modifications to the 2016 Facility Plan and final design, bidding assistance, and permitting assistance to implement the first phase of the improvements. The Phase I project will include the most critical improvements. The attached table illustrates an example of current thoughts on project needs and prioritization that was drafted by Bartlett & West; this will be updated in the completion of the Facility planning portion of this project. To be considered for a capacity re-rate it is likely that some additional improvements will be required.

The proposed Asset Renewal Phase 1 projects are needed to avoid failure of the treatment process and allow the facility to remain in discharge compliance. This project allows the treatment plant to replace dated equipment and to improve the capacity of the facility which will allow for continued community growth.

**FINANCIAL IMPACT:**

Due to the project costs of this CIP, the funds shall be obtained through SRF funding with the exception of the Digester Cleanout Project and the Sewer Re-lining Project. Neither are SRF eligible, as they are maintenance items. The Digester Cleanout Project will be funded with a transfer in of sewer funds and the Sewer Re-lining Project will be funded using Sewer Abated GO Bonds. The Digester Cleanout Project has an estimated cost of \$900,000 and is to be accomplished between FY2017-2020. The Sewer Relining Project has an estimated cost of \$1,900,000 and is proposed to be accomplished in FY2019.

The Utilities Director has received an email from the SRF Program Manager at Iowa Finance Authority providing permission to move forward with design on these projects.

This project is funded under CIP #539-117 – WWTP Asset Renewal. The 2017 funded amount was \$2,555,480 with a current balance of \$2,513,125; the 2018 proposed budget is \$5,875,000; and the 2019 Programmed budget is \$5,505,000. Overall, the CIP plans for \$13,935,480 in expenses between FY2017-FY2019.

The project schedule will require approximately 3 years to complete.

The total costs for the WWTP Asset Renewal Phase I project is estimated at \$7,410,480. These costs will include the \$605,000 requested in this Work Order, construction costs estimated at \$6,446,276, and surveying, geotechnical engineering, construction administration and observation engineering services that make up the difference.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure  
Focus Area – Grow Sioux City

**ALTERNATIVES:**

Council could request the project be put on hold.

**ATTACHMENTS:**

Resolution  
Asset Renewal Worksheet  
Bartlett & West Work Order No. 1

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION APPROVING WORK ORDER NO. 1 TO THE MASTER AGREEMENT WITH BARTLETT & WEST OF WEST DES MOINES, IOWA IN AN AMOUNT NOT TO EXCEED \$605,000 FOR FINAL DESIGN, BIDDING ASSISTANCE, PERMITTING ASSISTANCE, AND FACILITY PLANNING MODIFICATIONS FOR THE ASSET RENEWAL PHASE 1 PROJECT IN CONNECTION WITH THE SCWWTF RESOURCE RECOVERY AND BENEFICIAL REFUSE PROJECT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the Work Order No. 1 to the Master Agreement between the City of Sioux City and Bartlett & West of West Des Moines, Iowa a copy of which is attached hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized and directed to execute said Work Order No. 1 for and on behalf of the City.

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

## ASSET RENEWAL PROJECT (EXAMPLE / DRAFT)

|   | CIP 17-22 for SRF in #583-112 | CIP 17-22 for Non-SRF in #59-117 | 2016 F+F for Other CIP#s | SRF                 | Phase 1            | Phase 2 (TBD)      | Total P1+P2         | Notes   |
|---|-------------------------------|----------------------------------|--------------------------|---------------------|--------------------|--------------------|---------------------|---|
| Structural Improvements                   | \$484,480                     |                                  |                          | \$484,480           |                    |                    | \$484,480           | Phase 1 costs will be reflected in Facility Planning \$17.0M allocated for SRF F+F and intended use plan. |
| Electrical                                | \$100,000                     |                                  |                          | \$100,000           |                    |                    | \$100,000           |   |
| HVAC                                      | \$700,000                     |                                  |                          | \$700,000           | \$850,000          |                    | \$850,000           |   |
| Air Balance Study & Design (Odor Control) | \$270,000                     |                                  |                          |                     | —                  |                    |                     | Included in Phase 1 WERC.   |
| Dewatering Equipment                      | \$2,000,000                   |                                  |                          | \$2,000,000         | \$2,150,000        |                    | \$2,150,000         | Referred to as "Reefactor backlog".   |
| SCADA                                     | \$550,000                     |                                  |                          | \$550,000           | \$550,000          |                    | \$550,000           | Included in Phase 1 WERC.   |
| Final Clarifiers                          | \$3,514,000                   |                                  |                          | \$3,504,000         |                    | \$3,514,000        | \$3,514,000         |   |
| Primary Clarifiers                        | \$576,000                     |                                  |                          | \$576,000           | \$576,000          |                    | \$576,000           |   |
| Biosolids Storage                         | \$1,000,000                   |                                  |                          | \$1,000,000         | \$1,700,000        |                    | \$1,700,000         | Includes 120-day storage.   |
| UV Disinfection                           | \$3,550,000                   |                                  |                          | \$3,482,000         |                    |                    |                     | Continued use of chlorine for short term being evaluated.   |
| Renewable Fuel Safety Equipment Upgrac    | \$1,200,000                   |                                  |                          |                     | \$1,000,000        |                    |                     | Contingency required for renewable fuel project.  |
| Digester Clean Out (Non-SRF)              |                               |                                  |                          | \$900,000           |                    |                    |                     |   |
| Blower Building Roof Replacement          |                               |                                  |                          |                     | \$1,58,000         |                    |                     |   |
| Sewer Re-Lining                           |                               |                                  |                          |                     | \$1,900,000        |                    |                     |   |
| Sanitary Sewer Master Planning            |                               |                                  |                          | \$700,000           |                    |                    |                     | 11.5%Wk allocated \$210k per month for 111 f/s by BW.   |
| Lift Station Improvements                 |                               |                                  |                          | \$1,131,770         |                    |                    |                     |   |
| CCT Improvements                          |                               |                                  |                          |                     |                    | \$450,000          | \$450,000           | Continued use of chlorine would allow all this to replace UV.   |
| Blower Rehabilitation                     |                               |                                  |                          |                     |                    | \$100,000          | \$100,000           | Will be increased to 20% annually until foreseeable.  |
| Generator Addition                        |                               |                                  |                          |                     |                    | \$2,320,000        | \$2,320,000         | DNH 10% (as required) is appropriate due to multiple sites/uses.  |
| Digester Conversion (Part 1)              |                               |                                  |                          |                     |                    | \$2,970,000        | \$2,970,000         | Will be required to get to code, needed in 2023.  |
| MLE Valves and Airflow Meters             |                               |                                  |                          |                     |                    | \$225,000          | \$225,000           | Improves operations and reduces energy.   |
| High Strength Wastewater (Part 2)         |                               |                                  |                          |                     |                    | \$1,200,000        | \$1,200,000         | Continuous, very little first project revenue.  |
| Dewatering (BEP Elimination)              |                               |                                  |                          |                     |                    | \$2,750,000        | \$2,750,000         | Utilizing same strategy as above, boundary with 2015 revenue.   |
| <b>TOTALS</b>                             | <b>\$13,774,480</b>           | <b>\$2,800,000</b>               | <b>\$2,989,770</b>       | <b>\$12,724,480</b> | <b>\$7,410,480</b> | <b>\$3,584,000</b> | <b>\$16,794,480</b> |   |

**WORK ORDER NO. 1**  
**BARTLETT & WEST, INC.**  
**SCWWTF ASSET RENEWAL PHASE I PROJECT**  
**CITY OF SIOUX CITY, IOWA**

This Work Order No. 1 is issued relative to and in accordance with the Master Agreement for Professional Services between the City of Sioux City, Iowa ("CLIENT") and Bartlett & West, Inc. ("CONSULTANT") as dated August 8, 2016 and as further modified herein.

**Project Location:** Sioux City Wastewater Treatment Facility (SCWWTF)

**Project Description:** Final design services, bidding services, and permitting assistance for SCWWTF Asset Renewal Phase I Project and assistance in revising the 2016 Facility Plan for Asset Renewal.

**Scope of Services:**

**TASK 1: General Drawings, Demolition Drawings, and Miscellaneous Details. CONSULTANT shall:**

**Task Description:** Provide general drawings, including approximately 12-sheets total, consisting of a Cover Sheet, Index of Sheets, General Site Plan, P&ID Sheets, and notes, symbols, schedules and legends for the major disciplines. Provide demolition drawings, including approximately 18-sheets total, consisting of demolition plans, sections and details for the Headworks building HVAC system, lighting system, odor control system, dewatering system, polymer system, and 480V substation, the renewable fuel gas handling system, and for the existing warehouse demolition. Provide miscellaneous details drawings, including approximately 6-sheets total, consisting of typical details, notes and schedules for process-mechanical, structural, HVAC, plumbing, and electrical disciplines.

**Task shall include the following sub-tasks:**

1.01 – EXISTING CONDITIONS INVESTIGATION: Review existing drawings, interview City staff and inspect existing Headworks, Biofilter, Odor Control System, Warehouse, and electrical distribution facilities.

1.02 - PRELIMINARY DESIGN CRITERIA / 30% PLANS, REVIEW WITH CLIENT: Prepare project design criteria document and 30% plans. Engineer will submit documents to Client in electronic format for review and comment.

1.03 - 90% PLANS AND SPECS, REVIEW WITH CLIENT: Prepare 90% complete plans and specific technical specifications. Integrate comments from Task 1.02. Engineer will submit documents to Client in electronic format for review and comment.

1.04 - FINAL PLANS AND SPECS: Address comments from Task 1.03 and prepare final plans and specific technical specifications for the purpose of bidding project publicly.

**TASK 2: Headworks Improvements. CONSULTANT shall:**

**Task Description:** Headworks improvements will include the addition of new dewatering and biosolids conveying facilities, additions and modifications to the existing polymer feed

system, modifications to the odor control and biofilter system, HVAC system replacement, lighting system replacement, and controls improvements. Headworks drawings will include approximately 32-sheets.

Task shall include the following sub-tasks:

2.01 - EXISTING CONDITIONS INVESTIGATION: Review existing drawings, interview City staff, and conduct site visits to review existing site conditions.

2.02 - PRELIMINARY DESIGN CRITERIA / 30% PLANS, REVIEW WITH CLIENT: Prepare project design criteria document and 30% plans. Engineer will submit documents to Client in electronic format for review and comment.

2.03 - 90% PLANS AND SPECS, REVIEW WITH CLIENT: Prepare 90% complete plans and specific technical specifications. Integrate comments from Task 2.02 into said documents. Engineer will submit documents to Client in electronic format for review and comment.

2.04 - FINAL PLANS AND SPECS: Address comments from Task 2.03 and prepare final plans and specific technical specifications for the purpose of bidding project publicly.

**TASK 3: Primary Clarifier Structural Rehabilitation and Corrosion Protection. CONSULTANT shall:**

Task Description: Primary clarifier structural rehabilitation and corrosion protection drawings shall include approximately 4-sheets and consist of structural repair and corrosion protection plans, sections and details.

Task shall include the following sub-tasks:

3.01 - EXISTING CONDITIONS STRUCTURAL INVESTIGATION: Conduct 4 site visits to inspect each primary clarifier tank and assess corrosion damage. City is responsible for draining and cleaning each tank prior to the scheduled tank inspection visit.

3.02 - PRELIMINARY DESIGN CRITERIA / 30% PLANS, REVIEW WITH CLIENT: Prepare project design criteria document and 30% plans. Engineer will submit documents to Client in electronic format for review and comment.

3.03 - 90% PLANS AND SPECS, REVIEW WITH CLIENT: Prepare 90% complete plans and specific technical specifications. Integrate comments from Task 3.02. Engineer will submit documents to Client in electronic format for review and comment.

3.04 - FINAL PLANS AND SPECS: Address comments from Task 3.03 and prepare final plans and specific technical specifications for the purpose of bidding project publicly.

**TASK 4: Warehouse Building Replacement. CONSULTANT shall:**

Task Description: The warehouse replacement drawings will include approximately 5-sheets and consist of structural, mechanical, electric and plumbing plans, sections and details. It is assumed that this structure will be a pre-engineering wood framed or metal building.

Task shall include the following sub-tasks:

4.01 - EXISTING CONDITIONS STRUCTURAL INVESTIGATION: Review existing drawings, conduct interviews with City staff, and conduct site visit to review existing site conditions.

4.02 - PRELIMINARY DESIGN CRITERIA / 30% PLANS, REVIEW WITH CLIENT: Prepare project design criteria document and 30% plans. Engineer will submit documents to Client in electronic format for review and comment.

4.03 - 90% PLANS AND SPECS, REVIEW WITH CLIENT: Prepare 90% complete plans and specific technical specifications. Integrate comments from Task 4.02 into said documents. Engineer will submit documents to Client in electronic format for review and comment.

4.04 - FINAL PLANS AND SPECS: Address comments from Task 4.03 and prepare final plans and specific technical specifications for the purpose of bidding project publicly.

**TASK 5: Biosolids Storage Facilities. CONSULTANT shall:**

Task Description: The biosolids storage facilities may include combination of covered and uncovered storage, and they may include a combination of facilities on the SCWWTF site or at the airport site. The biosolids storage facilities drawings shall consist of approximately 11-sheets and include Civil, Structural, Process, and Electrical discipline drawings. Sub-consultant may or may not be used, as mutually agreed upon between CLIENT and CONSULTANT. CONSULTANT will manage the project, oversee drawing production, prepare general specifications, lead the bidding effort, integrate the plan set into a comprehensive and cohesive set of drawings for bidding, and prepare the electrical power and lighting design for the new structure.

Task shall include the following sub-tasks:

5.01 - PRELIMINARY DESIGN CRITERIA / 30% PLANS, REVIEW WITH CLIENT: Prepare project design criteria document and 30% plans. Engineer will submit documents to Client in electronic format for review and comment.

5.02 - 90% PLANS AND SPECS, REVIEW WITH CLIENT: Prepare 90% complete plans and specific technical specifications. Integrate comments from Task 5.01 into said documents. Engineer will submit documents to Client in electronic format for review and comment.

5.03 - FINAL PLANS AND SPECS: Address comments from Task 5.02 and prepare final plans and specific technical specifications for the purpose of bidding project publicly.

**TASK 6: SCADA, Instrumentation and Controls Improvements. CONSULTANT shall:**

Task Description: The SCADA, Instrumentation and Controls Improvements design shall include specifications and approximately 4-sheets consisting of a SCADA and control system Architecture drawing, control panel details, fiber optic data communication panel details, and miscellaneous panels and instrumentation installation details.

Task shall include the following sub-tasks:

6.01 - PRELIMINARY DESIGN CRITERIA / 30% PLANS, REVIEW WITH CLIENT: Prepare project design criteria document and 30% plans. Engineer will submit documents to Client in electronic format for review and comment.

6.02 - 90% PLANS AND SPECS, REVIEW WITH CLIENT: Prepare 90% complete plans and specific technical specifications. Integrate comments from Task 6.01 into said documents. Engineer will submit documents to Client in electronic format for review and comment.

6.03 - FINAL PLANS AND SPECS: Address comments from Task 6.02 and prepare final plans and specific technical specifications for the purpose of bidding project publicly.

TASK 7: Renewable Fuel Safety Improvements, CONSULTANT shall:

Task Description: Replace the renewable fuel safety piping, equipment, valves, instruments and structural supports in the East and West Digester Complexes, Gas Handling Building, and in the H<sub>2</sub>S Scrubber system. Renewable Fuel Safety Improvements drawings shall include approximately 9-sheets and consist of gas piping plan, section, and details, and electrical plans.

7.01 - EXISTING CONDITIONS INVESTIGATION: Review existing drawings, conduct interviews with City staff, and conduct site visit to review existing site conditions.

7.02 - PRELIMINARY DESIGN CRITERIA / 30% PLANS, REVIEW WITH CLIENT: Prepare project design criteria document and 30% plans. Engineer will submit documents to Client in electronic format for review and comment.

7.03 - 90% PLANS AND SPECS, REVIEW WITH CLIENT: Prepare 90% complete plans and specific technical specifications. Integrate comments from Task 7.02 into said documents. Engineer will submit documents to Client in electronic format for review and comment.

7.04 - FINAL PLANS AND SPECS: Address comments from Task 7.03 and prepare final plans and specific technical specifications for the purpose of bidding project publicly.

TASK 8: Design, Permitting & Specification Project Administration. CONSULTANT shall:

8.01 - DESIGN PROGRESS MEETINGS: Conduct monthly design progress and deliverable review meetings as outlined in the Project Schedule.

8.02 - DNR COORDINATION AND CONSTRUCTION PERMIT APPLICATION ASSISTANCE: Engineer shall provide assistance to the City by preparing draft correspondence to and in response to DNR for approval, and in preparing a draft Construction permit application. Engineer will incorporate City's comments, and prepare final versions of correspondence and permit application.

8.03 - SRF COORDINATION ASSISTANCE: Engineer shall correspond with DNR's SRF program in effort to assemble contract documents, document ordinances, conduct bidding, submit draft and final contract documents and permit applications, and otherwise administer the project using procedures that are currently acceptable with the DNR's SRF program.

8.04 – FRONT END SPECIFICATION DEVELOPMENT: Prepare front end documents that are consistent with City ordinances, City legal requirements, state and federal regulations, and SRF program requirements.

8.05 – TECHNICAL SPECIFICATION DEVELOPMENT AND COORDINATION: Prepare technical specifications describing the technical requirements of the contract documents. Coordinate with equipment suppliers, City, regulatory and funding agencies.

- A. After receiving draft technical specifications and design criteria for major equipment or systems or pre-engineered buildings or structures, along with desired design criteria for special aspects of ancillary sections prepared by sub-consultants, Bartlett & West will draft comprehensive set of technical specifications. Bartlett & West will collaborate with sub-consultants and City to prepare a final set of technical specifications.

TASK 9: Bidding Services. CONSULTANT shall:

9.01 - Advertise project to potential contractors, issue contract documents to plan rooms and other plan holders, and maintain plan holders list.

9.02 - Receive contractor questions and coordinate with design team, City, and if necessary, with DNR prior to answering questions or preparing addenda to address concerns.

9.03 - Prepare Addenda and coordinate with design team, City, and if necessary, with DNR prior to issuing Addenda to all plan holders.

9.04 – Attend Pre-Bid Meeting and Bid Opening, Prepare Bid Tabulation, and Prepare Recommendation for Award of Contract.

TASK 10: Facility Plan Update. CONSULTANT shall:

10.01 - Iowa DNR and Consultant Coordination: Coordinate with City, other consulting firms as appropriate, and IDNR to lead the development of revisions to the 2016 Facilities Plan for Asset Renewal.

10.02 – Prepare recommendations for revisions to the Facility Plan and assist City in the remainder of the approval process: Prepare recommended changes to the 2016 Facilities Plan for Asset Renewal, including revised recommendations, opinion of probable construction costs and schedule. Transmit draft copy of report to Client in electronic format, review document with Client, and either a) directly lead Sub-Consultants through the revisions or b) directly reproduce the revisions. The selection of a) or b) will be by City with all factors considered upon completion of the recommendations for the Facility Plan revisions. CONSULTANT shall lead the effort to result in the transmittal of 3 paper copies of final Facility Plan Report for Asset Renewal to Iowa DNR for review and approval. Address and respond to DNR comments.

Provide written weekly construction reports to CLIENT detailing construction progress, issues, potential change orders, and other construction related notes.

D. Client's Responsibilities. CLIENT'S responsibilities in the completion of this Work Order are as follows.

- a. General Obligations. All obligations as listed in the Agreement remain unchanged unless specifically changed in this Work Order or unless both parties mutually waive or modify such obligations in writing by a subsequent amendment to the Agreement or to this Work Order.

**Provisions of this Work Order:**

- A. Definitions and Rules of Interpretation. For purposes of this Work Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Work Orders, shall apply unless exception or redefinition to any previously provided definitions or terms are expressly noted by this Work Order.
- B. Special Items. Special items relative to this Work Order are as follows:
  1. Change Orders to this Work Order. The CONSULTANT and CLIENT agree that the Master Agreement and this Work Order may be changed by mutual written consent of both the CONSULTANT and CLIENT.

**Total Compensation and Method of Payment: In an Amount Not To Exceed** Payment as follows:

Final Design Services: \$552,000

Bidding Services: \$28,000

Facility Plan Update Services: \$25,000

**Schedule:** The anticipated project schedule is as follows:

| Task   | Approximate Date       |
|--|------------------------|
| Authorization to Proceed   | January-2017           |
| <u>Task 1 - General Drawings, Demolition Drawings &amp; Miscellaneous Details</u>      |                        |
| Task 1.01- Existing Conditions Investigation   | April-2017             |
| Task 1.02 - Preliminary Design Criteria / 30% Plans                                    | May-2017               |
| Task 1.03 - 90% Plans & Specs  | July-2017              |
| Task 1.04 - Final Plans & Specs  | October-2017           |
| <u>Task 2 - Headworks Improvements</u>   |                        |
| Task 2.01 - Existing Conditions Investigation  | April-2017             |
| Task 2.02 - Preliminary Design Criteria / 30% Plans                                    | May-2017               |
| Task 2.03 - 90% Plans & Specs  | July-2017              |
| Task 2.04 - Final Plans & Specs  | October-2017           |
| <u>Task 3 - Primary Clarifier Structural Rehabilitation &amp; Corrosion Protection</u> |                        |
| Task 3.01 - Existing Conditions Investigation  | April-2017             |
| Task 3.02 - Preliminary Design Criteria / 30% Plans                                    | May-2017               |
| Task 3.03 - 90% Plans & Specs  | July-2017              |
| Task 3.04 - Final Plans & Specs  | October-2017           |
| <u>Task 4 - Warehouse Building Replacement</u>   |                        |
| Task 4.01 - Existing Conditions Investigation  | April-2017             |
| Task 4.02 - Preliminary Design Criteria / 30% Plans                                    | May-2017               |
| Task 4.03 - 90% Plans & Specs  | July-2017              |
| Task 4.04 - Final Plans & Specs  | October-2017           |
| <u>Task 5 - Biosolids Storage Facilities</u>   |                        |
| Task 5.01 - Preliminary Design Criteria / 30% Plans                                    | April-2017             |
| Task 5.02 - 90% Plans & Specs  | July-2017              |
| Task 5.03 - Final Plans & Specs  | October-2017           |
| <u>Task 6 - SCADA, Instrumentation and Controls Improvements</u>                       |                        |
| Task 6.01 - Preliminary Design Criteria / 30% Plans                                    | April-2017             |
| Task 6.02 - 90% Plans & Specs  | July-2017              |
| Task 6.03 - Final Plans & Specs  | October-2017           |
| <u>Task 7 - Renewable Fuel Safety Improvements</u>                                     |                        |
| Task 7.01 - Existing Conditions Investigation  | April-2017             |
| Task 7.02 - Preliminary Design Criteria / 30% Plans                                    | May-2017               |
| Task 7.03 - 90% Plans & Specs  | July-2017              |
| Task 7.04 - Final Plans & Specs  | October-2017           |
| <u>Task 8 - Design, Permitting &amp; Specification Project Administration</u>          |                        |
| Task 8.01 - Design Progress Meetings   | Monthly during design  |
| Task 8.02 DNR Coordination & Construction Permit Application                           | On going during design |
| Task 8.03 SRF Coordination Assistance  | On going during design |
| Task 8.04 Front End Specification Development  | On going during design |
| Task 8.05 Technical Specification Development  | On going during design |
| Task 87 - Submit Plans & Construction permit application to DNR                        | October-2017           |
| <u>Task 9 - Bidding Services</u>   |                        |
| Task 9 - Begin Bidding Services  | November-2017          |
| Task 9 - Bid Letting   | December-2017          |
| <u>Task 10 - Facility Plan Update</u>  |                        |
| Task 10 - Begin Facility Plan Update   | January-2017           |
| Task 10 - Submit Facility Plan Update  | March-2017             |

Authorization Acknowledgement and Acceptance: All services herein offered are subject to the terms of the Master Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by the CONSULTANT to perform such services listed herein and an authorization by the CLIENT for CONSULTANT to proceed with the services.

CLIENT:  
CITY OF SIOUX CITY, IOWA

CONSULTANT:  
BARTLETT & WEST, INC.

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By: \_\_\_\_\_  
*Print name*

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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By: Jeremy T. Lay  
*Print name*

Title: Project Manager, Vice-President

Date Signed: \_\_\_\_\_

|                                     |                 |
|-------------------------------------|-----------------|
| <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:** January 9, 2017

**ACTION ITEM #** 23

**FROM:** Mark Simms, Utilities Director  
Jim Maynes, Wastewater Treatment Plant Superintendent

**SUBJECT:** Resolution approving Work Order No. 2 to the Master Agreement with Bartlett & West of West Des Moines, Iowa in an amount not to exceed \$1,290,000 for preliminary design, easement acquisition assistance, final design, permitting assistance, bidding assistance, construction administration, and construction observation services for the Renewable Fuels Phase I Project in connection with the SCWWTF Resource Recovery and Beneficial Refuse Project.

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|                     |   |   |   |
|---------------------|---|---|---|
| <b>Reviewed By:</b> | <input checked="" type="checkbox"/> Department Director | <input type="checkbox"/> Finance Department | <input checked="" type="checkbox"/> City Attorney |
|---------------------|---|---|---|

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### **RECOMMENDATION:**

Staff respectfully requests that Council approve Work Order No. 2 to the Master Agreement with Bartlett & West of West Des Moines, Iowa for the Renewable Fuels Phase I Project to provide preliminary design, final design, permitting assistance, bidding assistance, construction administration, and construction observation services which will the City's WWTP into the renewable fuels business. A yes vote on this RCA will authorize engineering services through our current Master Agreement with Bartlett & West that are needed to make WWTP improvements necessary to capture, clean, and compress renewable fuels already being generated by the facility and inject them for reuse in a nearby renewable natural gas pipeline.

### **DISCUSSION:**

In November 2016, Bartlett & West provided Technical Memorandum No. 2 outlining a renewable fuel opportunity at the City's wastewater treatment plant. Staff has carefully reviewed that memo and is in concurrence that renewable fuels currently being generated in the City's anaerobic digesters can be diverted from the flare or boiler systems, cleaned, compressed, and sent to a nearby natural gas pipeline as renewable natural gas (RNG), thereby generating additional revenue and establishing a reuse opportunity for this fuel throughout the entire year. Total project costs are estimated at \$9.3 million. To expedite the project schedule to begin capturing revenue as soon as possible, revenue bonds are expected to be used to fund the project.

### **FINANCIAL IMPACT:**

This project will provide a positive financial impact to the City. Once operational, financial projections show a net financial benefit annually for the ultimate build out of Phase I of the project.

This project will be funded with revenue bonds.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure

Focus Area – Grow Sioux City, Promote Sioux City

**ALTERNATIVES:**

Council could request the project be put on hold.

**ATTACHMENTS:**

Resolution

Bartlett & West Resolution No. 2

**RESOLUTION NO. 2017-\_\_\_\_\_**  
with attachments

RESOLUTION APPROVING WORK ORDER NO. 2 TO THE MASTER AGREEMENT WITH BARTLETT & WEST OF WEST DES MOINES, IOWA IN AN AMOUNT NOT TO EXCEED \$1,290,000 FOR PRELIMINARY DESIGN, EASEMENT ACQUISITION ASSISTANCE, FINAL DESIGN, PERMITTING ASSISTANCE, BIDDING ASSISTANCE, CONSTRUCTION ADMINISTRATION, AND CONSTRUCTION OBSERVATION SERVICES FOR THE RENEWABLE FUELS PHASE 1 PROJECT IN CONNECTION WITH THE SCWWTF RESOURCE RECOVERY AND BENEFICIAL REFUSE PROJECT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the Work Order No. 2 to the Master Service Agreement dated August 8, 2016 between the City of Sioux City and Bartlett & West of West Des Moines, Iowa, a copy of which is attached hereto, be and the same is hereby approved.

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

PASSED AND APPROVED: January 9, 2017

\_\_\_\_\_  
Robert E. Scott, Mayor

ATTEST: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

**WORK ORDER NO. 2**  
**BARTLETT & WEST, INC.**  
**SCWWTF RENEWABLE FUELS PROJECT**  
**CITY OF SIOUX CITY, IOWA**

This Work Order No. 2 is issued relative to and in accordance with the Master Agreement for Professional Services between the City of Sioux City, Iowa ("CLIENT") and Bartlett & West, Inc. ("CONSULTANT") as dated August 8, 2010 and as further modified herein.

**Project Location:** Sioux City Wastewater Treatment Facility

**Project Description:** Deliver the City's existing gas generated from the anaerobic digesters to a new renewable fuel upgrading facility. The upgrading facility will remove impurities and generate pipeline quality renewable natural gas (RNG). The RNG will be compressed and piped to the nearby natural gas utility (Northern Natural Gas or Mid American Energy) and injected into the utility owned natural gas pipeline. The City can capitalize on monetary credits available through the Renewable Fuel Standard (RFS).

**Scope of Services:**

A. Preliminary Design Phase Services. CONSULTANT shall:

1. Assist Client with raw gas sampling plan by contacting a laboratory and providing sample collection procedure. Client to collect, ship, and pay for all samples.
2. Contact Northern Natural Gas and Mid American Energy to determine location of their natural gas pipelines, request connection for proposal, and gas specification requirements. Obtain a firm proposal for the specification requirements, the pipeline connection cost and draft agreement to receive the RNG from CLIENT.
3. Assist with EPA Registration to determine O code pathway. Registration costs and 3<sup>rd</sup> party verification costs shall be funded directly by Client.
4. Prepare preliminary raw gas and compressed raw gas pipeline routing layouts.
5. Define preliminary raw gas quantities, range of raw gas qualities, targeted finished gas qualities, and screened alternatives.
  1. SUB-CONSULTANT (Venture Engineering) will review pipeline routing, raw gas quantities and qualities, and targeted finished gas quality and assist CONSULTANT in selection of alternatives to be investigated in detail.
6. Evaluate life cycle costs (capital and O&M costs) for two alternative upgrading technologies.
7. Prepare preliminary process flow diagram and material balance using process modeling software (ChemCAD) and provide flow, pressure, temperature, and composition information for operational and startup conditions.
8. Review equipment alternatives with equipment manufacturers and update ChemCAD models and P&IDs for preliminary recommended alternative.
9. Create Basis of Design Memo outlining project assumptions, design criteria, raw gas quantities, raw gas quality, finished gas quality, and other project information including:
  - i. Review Memo with CLIENT in Workshop:
    1. Venture Engineering will review preliminary design memo and attend Workshop via conference call.
    - ii. Incorporate CLIENT comments into final Memo.

10. Arrange and attend site visits to two alternative upgrading system sites to review equipment and talk to operators.
11. Create preliminary piping and instrumentation diagrams (P&ID). Note that P&IDs will be prepared by Venture Engineering. Preliminary list of P&IDs anticipated are listed below:
  - a. P&ID - Raw Gas Safety Equipment, Piping and Valves
  - b. P&ID - Feed Gas Compressor
  - c. P&ID - Feed Gas Compressor Aftercooler / Knock-Out Pot
  - d. P&ID - Pressure Swing Adsorption - Sheet 1 of 2
  - e. P&ID - Pressure Swing Adsorption - Sheet 2 of 2
  - f. P&ID - Pressure Swing Adsorption Vacuum Pumps
  - g. P&ID - Product Gas Compressor
  - h. P&ID - Product Gas Compressor Aftercooler / Knock-Out Pot
  - i. P&ID - Condensate System
  - j. P&ID - Thermal Oxidizer
  - k. P&ID - Instrument Air Compressor / Dryer
  - l. P&ID - Instrument Air Distribution
  - m. P&ID - Product Gas Analysis and Metering / Off Spec Recycle Manifold
12. Provide topographic surveying of the site.
13. Prepare preliminary raw gas piping layouts, finished gas piping layouts, tailgas piping layouts, intermediate piping layouts, and condensate piping layouts.
14. Prepare a preliminary site plan and utility plan.
15. Prepare a preliminary building layout and building size to provide weather protection for automated actuators, instrumentation, electrical equipment and controls required to operate new upgrading facility.
16. Prepare a preliminary condensate return pumping system layout.
17. Prepare a preliminary thermal oxidizer layout.
18. Prepare preliminary electrical user diagram for the facility.
19. Create 30% design plan set with above described information, submit to CLIENT:
  - i. It is assumed that no oxygen removal equipment will be required.
20. Prepare updated capital and O&M cost opinions.
21. Conduct a preliminary design meeting with CLIENT, key equipment manufacturers, and design team to discuss 30% design plans and updated cost opinions. Incorporate comments into plans.
22. Create 30% equipment specifications and equipment procurement offering contract documents to allow for competitive bidding for equipment systems: a) the thermal oxidizer and b) the refinement and compression packages. Assist CLIENT with advertisement and publication of equipment procurement process.
23. QA/QC of 30% piping layout, vendor procurement documents, and cost opinion will be performed by Venture Engineering.
24. Submit final design basis memo and 30% design plans and specifications to IDNR for review. Meet with IDNR to discuss.
25. Send RFP to refinement and compression and to thermal oxidizer manufacturers. Answer any questions during RFP period.
26. Summarize RFP responses. Provide Letter of Recommendation to CLIENT for selection of systems.

27. Work with manufacturers through the 30%–100% final design phases.
28. Complete initial RPA registration process. Assist CLIENT to engage a third party reviewer as required by EPA. Third party fees shall be paid by the CLIENT.
29. Draft Request for Proposals and scoring matrix for RIN management services. Submit to City for review and approval.

**B. Design Phase Services. CONSULTANT shall:**

30. Provide easement acquisition assistance including:
  - i. Preparation of easement documents.
  - ii. Contacting land owners via letter.
  - iii. Two (2) public meetings for land owners to outline project and finished gas pipeline route.
31. Provide suction piping design including:
  - i. Preliminary sizing and design of the raw gas safety equipment, piping and valves.
  - ii. Routing of large diameter low pressure raw gas piping from registers to upgrading site.
  - iii. Horizontal layout.
  - iv. Vertical plan and profile sheets.
  - v. Condensate collection and return systems.
32. Provide final design of the upgrading equipment including:
  - i. Prepare general arrangement of the sulfur system.
  - ii. Prepare PSA system layout and piping configuration.
  - iii. Identify and accommodate utility requirements with layout.
  - iv. Suction, discharge, tailgas, and condensate piping, instrument selection, valve selection, pipe support layout.
  - v. Review service provider alternatives, likely response times, and spare parts recommendations.
33. Provide final design of the first and second stage compressions systems including:
  - i. Compressor arrangement, support and piping layout.
  - ii. Select motor and insulation class, bearing design, monitoring instrumentation, and controls alternatives.
  - iii. Identify and accommodate utility requirements with layout.
  - iv. Layout suction, discharge, and waste piping, instrument selection, valve selection, pipe support layout.
  - v. Review service provider alternatives, likely response times, and spare parts recommendations.
34. Provide final design for the finished gas discharge piping for connection to the receiving gas pipeline company including:
  - i. Layout finished gas piping, piping design criteria, pipe supports, pressure class selection, valve and instrumentation selection including analytical monitoring instrumentation, flow metering, and safety instrumentation selection.
  - ii. Horizontal layout.
  - iii. Plan and profile sheets.
  - iv. Return system for gas not meeting pipeline company's specifications.
35. Assist CLIENT with obtaining easements for finished gas pipeline.
36. Provide final design of the thermal oxidizer system including:

- i. Define range of potential gas qualities to thermal oxidizer in operational and startup modes of operation from ChemCAD model.
  - ii. Coordination of thermal oxidizer and flare improvements requirements.
  - iii. Layout of the thermal oxidizer and the associated piping, valves, and monitoring instrumentation.
  - iv. Identify and accommodate utility requirements with layout.
  - v. Tailgas piping design criteria, pressure class selection, valve and instrumentation selection and layout.
37. Provide final design for the pre-engineered building including:
  - i. Foundation design.
  - ii. Roof and framing design.
  - iii. Equipment layout.
  - iv. Process piping, mechanical (HVAC), electrical, and plumbing (MEP) design.
38. Provide civil/site design for the upgrading facility including:
  - i. Demolition plan.
  - ii. Overall site layout.
  - iii. Grading and drainage plan.
  - iv. Overall site piping and utility plan.
  - v. Erosion control plan and Stormwater Pollution Prevention Plan (SWPPP).
  - vi. Site details.
39. Provide structural design for the new upgrading facility including:
  - i. Equipment pad foundation design.
  - ii. Pipe support locations and design.
  - iii. Building foundation and structural design.
40. Provide electrical design for the new upgrading facility including:
  - i. Primary control panel with electric utility.
  - ii. Electrical riser diagram for the site.
  - iii. Conduit layout and wire sizing to equipment.
  - iv. Electrical details and schedules.
  - v. Building MRP design.
41. Provide SCADA, Controls, and Communications design, including:
  - i. SCADA and control system architecture layout.
  - ii. Control panel details.
  - iii. Fiber optic data communication panels.
  - iv. Miscellaneous panels and instrumentation installation details.
42. Create COA design plans and specifications.
43. Conduct 60% design meeting with Client, key equipment manufacturers, and design team.
  - i. Review 60% design plans.
  - ii. Incorporate changes from pre-final design meeting into final plans and specifications.
44. Create 95% design plans and specifications.
45. QA/QC review by Sub-Consultant, Venture Engineering.
46. Conduct pre-final design meeting with Client, key equipment manufacturers, and design team.
  - i. Review 95% design plans.

- ii. Incorporate changes from pre-final design meeting into final plans and specifications.
- 7. Submit final plans and specifications and permit application to IDNR for review and approval.

**C. Bidding Phase Services. CONSULTANT shall:**

- 8. Prepare bidding document packages for distribution to contractors, suppliers, and plan houses for construction of the new facility.
- 9. Assist CLIENT with publication requirements.
- 10. Issue bid documents to contractors as requested. CONSULTANT will utilize electronic bidding in conjunction with traditional paper bid sets.
- 11. Answer contractor questions during the bidding process.
- 12. Issue addenda as necessary.
- 13. Prepare and maintain a current plan holder's list.
- 14. Attend bid letting and assist CLIENT with bid opening.
- 15. Review and summarize bids received. Make a recommendation of award to CLIENT.
- 16. Distribute RIN for RIN management services.
- 17. Answer questions from RIN management providers during bidding process.
- 18. Issue addenda as necessary.
- 19. Review and summarize proposals received. Make a recommendation of award to CLIENT for RIN management services.

**D. Construction Administration Phase Services. CONSULTANT shall:**

- 20. Prepare contract documents for review by CLIENT.
- 21. Coordinate and attend a pre-construction meeting.
- 22. Review project submittals.
- 23. Review payment applications for presentation to CLIENT.
- 24. Attend monthly progress meetings.
- 25. Answer contractor questions and create field orders as necessary.
- 26. Review change order requests and make recommendations to CLIENT on acceptability.
- 27. Perform pre-final and final punch list inspections and provide CLIENT with written items to be corrected.
- 28. Assist in preparation of project close out documents.
- 29. Coordinate with equipment manufacturers on startup activities.
- 30. Attend startup and assist CLIENT with training by equipment manufacturers.
- 31. Provide operational support during the commissioning period.
- 32. Prepare an O&M manual for the system.
- 33. Provide as-built drawings of the system.
- 34. Provide part-time construction observation services during construction and startup. Observation is based on a six (6) month construction project and construction observation time is 25 hours per week.
- 35. Provide written weekly construction reports to CLIENT detailing construction progress, issues, potential change orders, and other construction related notes.

**E. Client's Responsibilities. CLIENT'S responsibilities in the completion of this Work Order are as follows.**

- a. General Obligations. All obligations as listed in the Agreement remain unchanged unless specifically changed in this Work Order or unless both parties mutually waive or modify such obligations in writing by a subsequent

amendment to the Agreement or to this Work Order.

- b. Collect, ship, and pay for raw gas samples.
- c. Provide review of all agreements, easement documents, and other legal documents necessary for the project.
- d. Pay for EPA registration and third party verification costs.

**Provisions of this Work Order:**

- A. Definitions and Rules of Interpretation. For purposes of this Work Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Work Orders, shall apply unless exception or redefinition to any previously provided definitions or terms are expressly noted by this Work Order.
- B. Special Items. Special items related to this Work Order are as follows:
  1. Change Orders to this Work Order. The CONSULTANT and CLIENT agree that the Master Agreement and this Work Order may be changed by mutual written consent of both the CONSULTANT and CLIENT.

**Total Compensation and Method of Payment:** Lump sum payment of \$1,200,000.

**Schedule:** The anticipated project schedule is as follows:

| Task   | Approximate Dates |
|--|-------------------|
| Authorizations to Proceed                                  | January 2017      |
| Begin Preliminary Design & Equipment Procurement           | January 2017      |
| Contact Receiving Pipeline Companies                       | February 2017     |
| 30% Design & Procurement Review with City & IDNR           | May 2017          |
| Draft Pipeline Connection Agreement Received               | June 2016         |
| Prelim. Design & Equipment Procurement Documents Completed | July 2017         |
| Equipment Procurement Bidding                              | September 2017    |
| Equipment Purchase Order Signed                            | October 2017      |
| RIN Management Options Reviewed                            | October 2017      |
| Final Design Completed                                     | December 2017     |
| RIN Management Company Selected                            | January 2018      |
| Bid Letting  | January 2018      |
| Construction Contracts Signed                              | March 2018        |
| Begin Construction   | April 2018        |
| Project Registered with EPA                                | April 2018        |
| Equipment Delivered  | July 2018         |
| Start Up   | September 2018    |
| Startup & Training   | October 2018      |
| EPA Registration Approved                                  | November 2018     |
| Revenue Production Begins                                  | November 2018     |

Authorization Acknowledgement and Acceptance: All services herein offered are subject to the terms of the Master Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by the CONSULTANT to perform such services listed herein and an authorization by the CLIENT for CONSULTANT to proceed with the services.

CLIENT:

CITY OF SIOUX CITY, IOWA

CONSULTANT:

BARTLETT & WESI, INC.

By: \_\_\_\_\_  
Print name

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_