



## 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 Monday, October 15, 2018, 4:00 p.m., local time, in the Council Chambers, 5th Floor, City Hall, 405 6th Street, Sioux City, Iowa, for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Council.

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

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

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

### **CONSENT AGENDA**

**Items 2 through 11D constitute a Consent Agenda. Items pass unanimously unless a separate roll call vote is requested by a Council Member.**

2. Reading of the City Council minutes of October 8 and 10, 2018. ([CLOSED](#), [REGULAR](#), [JOINT](#))
3. [PARK SHELTERS - Resolution adopting a Reservation Policy for use of City Park Shelters, the Anderson Dance Pavilion, Grandview Park Bandshell, and Grandview Park Rose Garden and rescinding Resolution No. 2007-0659 and Resolution No. 2007-0660.](#)
4. [ELECTRICAL SERVICES - Resolution adopting a Policy for Payment of Electrical Services at City Ball Fields Leased with Concession Facilities and rescinding Resolution No. 2016-0358.](#)

5. ACTIONS RELATING TO GRANTS

- A. AIRPORT MARKETING - Resolution authorizing the Airport Director to apply for a FY2019 Air Service Sustainment Grant from the Iowa Department of Transportation in the amount of \$48,000 to assist with marketing efforts at the Sioux Gateway Airport/Col. Bud Day Field.
- B. BODY ARMOR - Resolution authorizing the Sioux City Police Department to accept the Department of Justice, Office of Justice Programs Bulletproof Vest/Body Armor Initiative in the amount of \$6,000 to purchase body armor for sworn members of the Sioux City Police Department.

6. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. HYDRO-KLEAN - Resolution awarding and approving a contract to Hydro-Klean, LLC of Des Moines, Iowa in the amount of \$156,673 for the Digester Cleaning and Inspection Project (Project No. 6943-539-117) in Sioux City, Iowa.
- B. WELLS - Resolution approving a License and Naming Agreement between the City of Sioux City and Wells Enterprises, Inc. of Le Mars, Iowa for the naming rights of the Cone Park Bunny Hill at Cone Park. (3800 Line Drive)
- C. THOMPSON - Resolution approving Change Order No. 1 to the Service Provider Agreement with Thompson Innovation of Sioux City, Iowa for replacement of input/output cards in connection with the Water Facility SCADA Process Upgrades Project (CIP No. 519-262) in an amount not to exceed \$53,742.64.
- D. L & L BUILDERS - Resolution approving the contract and performance bond with L & L Builders Co. in the amount of \$2,900,100 for the Convention Center Renovation Project. (Project No. 6940-663-239)

7. ACTIONS AUTHORIZING THE ISSUANCE OF CHECKS

- A. I & A - Resolution accepting the work and authorizing final payment to I & A Construction, LLP for the Tyson Events Center Site Repairs Project. (Project No. 6830A-379-010)
- B. H & R - Resolution accepting the work and authorizing final payment to H & R Construction Co. for the Gilchrist Learning Center Project. (Project No. 6938-339-007)

8. ACTIONS RELATING TO PROPERTY

- A. GILCHRIST - Resolution approving and accepting a Quit Claim Deed and Bill of Sale from the Art Center Association of Sioux City to the City in consideration of mutual benefits for the Gilchrist Learning Center facility and grounds located at 220 Pierce Street.
- B. FIBERCOMM - Resolution granting a permit to FiberComm to own, operate and maintain underground cable from the Southwest corner of Florence Avenue and Riverside Boulevard west to 851 Florence Avenue.

9. PURCHASING

- A. FORD - Resolution cancelling the purchase order issued to Sioux City Ford in the amount of \$136,000 for the purchase of four (4) Ford Police Interceptor All-Wheel Drive Vehicles for use by the Sioux City Police Department and rescinding Resolution No. 2018-0735. (RFB No. 253351)
- B. ED STIVERS FORD - Resolution awarding a purchase order to Ed Stivers Ford, Inc. of Waukee, Iowa, in the amount of \$145,952 for the purchase of four (4) Ford Police Interceptor All Wheel Drive Vehicles for use by the Sioux City Police Department. (RFB No. 253351)

10. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

- 1. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
  - A. Jim's, 4503 Stone Avenue (Renewal)
- 2. SPECIAL CLASS C LIQUOR LICENSE (wine/beer/wine coolers/carry-out)
  - A. 5 Star Nails & Spa Inc., 3419 Singing Hills Boulevard (Renewal)

B. OFF PREMISE SALES

- 1. CLASS B WINE PERMIT (wine only)
  - A. Casey's General Store No. 2275, 1000 Riverside Boulevard (Add Privilege)
  - B. Casey's General Store No. 3009, 4301 Stone Avenue (Add Privilege)
  - C. Kum & Go No. 251, 1005 Gordon Drive (Renewal)
- 2. CLASS C BEER PERMIT (beer/wine coolers)
  - A. Kum & Go No. 251, 1005 Gordon Drive (Renewal)
  - B. Sarg's Mini Mart, 3407 Glenn Avenue (Renewal)
- 3. CLASS E LIQUOR LICENSE (liquor only)
  - A. Kum & Go No. 251, 1005 Gordon Drive (Renewal)

11. BOARD, COMMISSION, AND COMMITTEE MINUTES

- A. Art Center Board of Trustees – September 27, 2018
- B. Civil Service Commission – September 20, 2018
- C. Library Board of Trustees – September 21, 2018
- D. Museum Board of Trustees – September 14, 2018

- End of Consent Agenda -

**RECOMMENDATIONS OF PLANNING AND ZONING**

- 12. Hearing and Ordinance vacating the east/west alley adjacent to 1312 Grandview Boulevard. (Petitioner: Luis Nuno) The Planning and Zoning Commission recommends denial of this item. (File No. 2018-0068) (First Consideration passed October 8, 2018)

## **DISCUSSION**

13. Resolution approving a Third Amendment to Lease Agreement by and between the City of Sioux City and Green Valley-Floyd Golf Corporation waiving the rental rate for the remainder of the lease.
14. Resolution approving Change Order No. 1 to the contract with HCI Construction in the amount of \$79,257.74 for additional pavement and a standby generator in connection with the City Fuel Island Project. (Project No. 6840-869-005)
15. **CITIZEN CONCERNS**
16. **COUNCIL CONCERNS**
17. **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) 279-6175. This notice is provided as required by Title II of the Americans with Disabilities Act of 1990.*

A Closed Session of the City Council was held at 3:30 p.m. The following Council Members were present on call of the roll: Capron, Groetken, Moore, Scott, and Watters. Absent: None.

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

**Motion by Scott, seconded by Moore, that Council enter closed session to discuss strategy with Counsel about matters that are presently in litigation because public disclosure would be likely to prejudice or disadvantage the position of the City in that litigation; all voting aye.**

**Motion by Scott, seconded by Watters, 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 Moore, that Council return to open session at 4:14 p.m.; all voting aye.**

#### ADJOURNMENT

**There being no further business, the meeting was adjourned at 4:15 p.m., on motion by Scott, seconded by Moore; 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).*

1. The Regular Meeting of the City Council was held at 4:17 p.m. The following Council Members were present on call of the roll: Capron, Groetken, Moore, Scott, and Watters. Absent: None.

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

### **CONSENT AGENDA**

**Motion by Scott, seconded by Moore, to adopt the Consent Agenda; all voting aye. Items 2 through 13D are approved unanimously unless specifically noted after the item.**

2. Reading of the City Council minutes of October 1 and 2, 2018.

**Reading of the minutes of October 1 and 2, 2018, was waived and as part of the consent agenda the minutes were approved as presented.**

3. ATAC - Resolution creating the Active Transportation Advisory Committee to advise, evaluate, coordinate, and assist in the implementation of active transportation initiatives. **2018-0820**

Erin Berzina, City Planner, provided information on the item.

4. SPORTS - Resolution approving Regional Sports Authority District Grant Agreement No. 19-RSAD-08 by and between the City of Sioux City and the Iowa Economic Development Authority in the amount of \$50,000 for a FY 2018-19 Regional Sports Authority District Grant to offset the cost of certain sporting events. **2018-0821**

5. OCTOBER MADNESS - Resolution temporarily closing 4th Street from Jackson Street to Jones Street beginning at 12:00 p.m. October 13, 2018 and ending at 1:00 a.m. October 14, 2018 for the October Madness Event presented by the Riviera Club. **2018-0822**

Angel Wallace, Parks and Recreation Manager, provided information on the item. Darin Davies, 700 4th Street; David DeLeon, Club Riviera Manager, 714 4th Street; and Jim France, 700 4th Street, spoke on the item.

**Moore abstained on the item due to a conflict of interest.**

6. APPLEBEE'S - Resolution assessing a civil penalty of \$500 against Apple SXC LLC doing business as Applebee's Neighborhood Grill & Bar, 4555 Southern Hills Drive, Sioux City, Iowa, for violation of the Iowa beer/wine and liquor laws. **2018-0823**

7. TANK DEMOLITION - Resolution adopting plans, specifications, form of contract and estimated cost for the Western Hills to Indian Hills Pressure Zone and Tank Demolition Project. (Project No. 6859-519-248) **2018-0824**
8. BRIDGEPORT WEST - Resolution authorizing and directing the City Attorney and/or her assistants to proceed under the power of eminent domain as authorized under Chapters 6A and 6B of the Code of Iowa to condemn certain property in connection with the Bridgeport West Improvement Project, Phase 5. (Property commonly known as 2300 and 2310 Boulevard of Champions) **2018-0825**

**Request by Scott to pull the item from the Consent Agenda for a separate vote; the resolution was moved and seconded as part of the Consent Agenda; Capron, Groetken, Moore, and Watters voting aye; Scott abstained on the item due to a conflict of interest.**

9. SIouxLAND FORKLIFT - Resolution awarding a purchase order to Siouxland Forklift of Sioux Falls, South Dakota in the amount of \$26,655 for the purchase of a Komatsu forklift. (Bid No. 253674) **2018-0826**

10. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. HYDRO-KLEAN - Resolution awarding and approving a contract to Hydro-Klean, LLC in the amount of \$177,288.81 for the 2018 Annual Manhole Rehabilitation Project. (Project No. 6973-539-102) **2018-0827**
- B. JEO - Resolution approving Amendment No. 1 to the Consulting Services Agreement with JEO Consulting Group, Inc. of South Sioux City, Nebraska for Construction Administration Services, Davis Bacon Compliance and Easement Coordination in connection with the Western Hills to Indian Hills Pressure Zone and Tank Demolition Project (Project No. 6859-519-248) in an amount not to exceed \$146,875. **2018-0828**

Brad Puetz, Water Plant Superintendent; and Ethan Joy, JEO Consulting Group Branch Manager, provided information on the item.

**Request by Scott to pull the item from the Consent Agenda for a separate vote; the resolution was moved and seconded as part of the Consent Agenda; Capron, Groetken, Moore, and Watters voting aye; Scott voting nay.**

- C. WEGHER - Resolution awarding and approving a contract to Wegher Construction Co. in the amount of \$1,036,490 for the construction of the Sioux City Public Library Morningside Branch Renovation Project. (Project No. 7005-319-007) **2018-0829**

Helen Rigdon, Library Director, provided information on the item.

- D. RS&H/DGR/SNOOZY - Resolution approving a Mutual Release and Settlement Agreement by and between the City of Sioux City, Iowa, RS&H Iowa, P.C., DeWild Grant Recker & Associates Company doing business as DGR Engineering and Jeff Snoozy doing business as Snoozy Surveying. **2018-0830**

11. TOTAL CHECKS - Approve total checks issued for the reporting period of September 2018, in the amount of \$8,583,064.91.

**Motion by Scott, seconded by Capron, to amend the agenda by adding an Application for Cigarette, Tobacco, Nicotine, and/or Vapor Permit for Chasing Clouds Vape Collective, 3208 Singing Hills Boulevard; all voting aye.**

12. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

1. CLASS B LIQUOR LICENSE (Hotel/Motel; liquor/wine/beer/wine coolers/carry-out)
  - A. Howard Johnson, 707 4th Street (Temporary Outdoor Service for October Madness, October 13, 2018)
2. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
  - A. AMC Southern Hills 12, 4400 Sergeant Road No. 15 (New)
  - B. Club Riviera, 714 4th Street (New)
  - C. The Olive Garden Italian Restaurant No. 1711, 4930 Sergeant Road (Renewal)
  - D. One-Eyed Jacks, 3091 Hamilton Boulevard (Renewal)

**Moore abstained on the liquor license for the Howard Johnson, 707 4th Street, Temporary Outdoor Service; and the Club Riviera, 714 4th Street, due to a conflict of interest.**

B. OFF PREMISE SALES

1. CLASS B WINE PERMIT (wine only)
  - A. Braunger Steak Co., 1436-1440 Hamilton Boulevard (Renewal)
  - B. Charlie's Wine and Spirits, 507 West 19th Street (Renewal)
  - C. Circle S Gordon Drive, 2520 Gordon Drive (Renewal)
2. CLASS B NATIVE WINE PERMIT (Iowa wine only)
  - A. Circle S Riverside, 2404 Riverside Boulevard (Renewal)
3. CLASS C BEER PERMIT (beer/wine coolers)
  - A. Braunger Steak Co., 1436-1440 Hamilton Boulevard (Renewal)
  - B. Charlie's Wine and Spirits, 507 West 19th Street (Renewal)
  - C. Circle S Gordon Drive, 2520 Gordon Drive (Renewal)
  - D. Circle S Riverside, 2404 Riverside Boulevard (Renewal)
4. CLASS E LIQUOR LICENSE (liquor only)
  - A. Charlie's Wine and Spirits, 507 West 19th Street (Renewal)
  - B. Circle S Gordon Drive, 2520 Gordon Drive (Renewal)



### 13. BOARD, COMMISSION, AND COMMITTEE MINUTES

- A. Board of Adjustment – September 25, 2018
- B. Planning and Zoning Commission – September 25, 2018
- C. Transit System Advisory Board – September 19, 2018
- D. Woodbury County Information and Communication Commission – August 8, 2018

*- End of Consent Agenda -*

### RECOMMENDATIONS OF PLANNING AND ZONING

14. Hearing and ordinance rezoning 101 Court Street from Zone Classification GI (General Industrial) to Zone Classification GC (General Commercial). The Planning and Zoning Commission recommends approval of this item. (File No. 2018-0072) **(Motion requested to defer this item to October 22, 2018)**

**Motion by Scott, seconded by Moore, to continue the hearing and defer action on the item until October 22, 2018, 2018; all voting aye.**

15. Hearing and Ordinance vacating the east/west alley adjacent to 1312 Grandview Boulevard. (Petitioner: Luis Nuno) The Planning and Zoning Commission recommends denial of this item. (File No. 2018-0068)

Michelle Bostinelos, Planning and Zoning Commission Chair, provided information

**Motion by Scott, seconded by Capron, to close the hearing and pass first consideration of the ordinance; Capron, Moore, Scott, and Watters voting aye; Groetken voting nay.**

### HEARINGS

16. Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the Rebid Hail Damaged Roofs and Buildings Projects. (Project No. 7005.5-889-003) **2018-0831**

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

17. Hearing and Resolution instituting proceedings to take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$33,000,000 Sewer Revenue Capital Loan Notes. **2018-0832**

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

## **DISCUSSION**

18. Resolution awarding a contract to L & L Builders Co. in the amount of \$2,900,100 for the Convention Center Renovation Project. (Project No. 6940-663-239) **2018-0833**

Dave Carney, Public Works Director; and Joel Jarmon, L & L Builders Co., provided information on the item.

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

## 19. CITIZEN CONCERNS

Dick Williams, 3246 Cheyenne Boulevard, congratulated Moore on his recent honor, the Iowa Supreme Court Voice for Justice Award.

## 20. COUNCIL CONCERNS

Groetken acknowledged the Celebrating Community Foundation for their commitment to the city. Groetken thanked the Iowa Mission of Mercy for the dental services provided to the community on October 5th and 6th.

Scott asked the legal department to review the City's policies regarding licensed off-road vehicles on public streets.

## 21. ADJOURNMENT

**There being no further business, the meeting was adjourned at 5:33 p.m., on motion by Scott, seconded by Capron; all voting aye.**

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

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

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**JOINT MEETING OF THE  
CITY COUNCIL  
AND THE  
AIRPORT BOARD OF TRUSTEES**

A Joint Meeting of the City Council and Airport Board of Trustees was held at 12:05 p.m. The following Council Members were present on call of the roll: Capron, Groetken, Moore, Scott, and Watters. Absent: None.

Staff members present included: Robert Padmore, City Manager; Mike Collett, Assistant City Manager; Nicole DuBois, City Attorney; Amber Hegarty, Assistant City Attorney; Lisa McCardle, City Clerk; John Backer, Airport Operations Manager; and Ann Marie Skaggs, Administrative Assistant.

Members of the Airport Board of Trustees present included: David Bernstein, Rita DeJong, Darrell Jesse, Vincent Kramper, and Angie Schneiderman. Absent: Noelle Jacobs and David Kaplan.

Others present: Darren Christopher, RS&H; Larry Finley, Air Museum Manager; Barbara Sloniker, Siouxland Chamber; and Col. James Walker, Vice Wing Commander, 185th Air Refueling Wing.

Collett presented the Annual Airport Update and provided Highlights and Accomplishments which included: American Airlines adding a third daily flight to Chicago that began September 5th; a market estimate analysis completed to assist in developing strategies for commercial service potential; and receiving a \$650,000 USDOT SCASD grant for improved commercial air service to a western destination. Collett also highlighted airport construction improvement projects completed during the year including: Taxiway A north connector rehabilitation project; the aircraft arresting system upgrade project; drainage and exit lane improvements; and fence replacements.

Collett stated the the Airport received FAA funding for the 17-35 Runway shift and reconstruction; 2 IDOT AIP Grants for pavement improvements; an IDOT Air Service Grant for marketing air service; and an IDOT Commercial Service Infrastructure Grant for hangar repairs and improvements.

Collett provided a brief overview of Operating Statistics outlining passenger enplane-ments, general aviation operations, and military operations.

Collett stated current projects include: Taxiway A Connector Rehabilitation; Runway 17-35 Extension and Reconstruction; IDOT grant funded ramp improvements; and additional road improvements and land development. Collett also stated a future project is improvement of Taxiway C.

Collett related Airport goals as: secure additional air service to Dallas or Chicago or new service to western destinations; complete the shift and reconstruction of Crosswind Runway 17-35 and plan for other air field improvements; review terminal updates and develop a plan; complete specifications for the upper floors maintenance needs; obtain FAA and IDOT grants for airport improvements; continue hangar development plan; and maintain/update existing airfield pavement needs. Collette also stated they will be hosting the 2019 Iowa Public Airport Association Conference.

Collette stated beginning October 1, 2020 you must show a REAL ID compliant license or identification card at the airport to fly commercial; more information is available at <https://iowadot.gov/mvd/realid>.

Group discussion was held pertaining to allowing Airport Board members to participate electronically in the board meetings. Moore directed Hegarty to draft ordinance changes to allow electronic meeting participation for City board members.

#### ADJOURNMENT

**There being no further business, the meeting was adjourned at 12:36 p.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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<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:** October 15, 2018 **ACTION ITEM #** 3

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

**SUBJECT:** Resolution adopting a Reservation Policy for use of City Park Shelters, the Anderson Dance Pavilion, Grandview Park Bandshell, and Grandview Park Rose Garden and rescinding Resolution No. 2007-0659 and Resolution No. 2007-0660.

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

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**RECOMMENDATION:**

Staff respectfully requests the City Council approve a resolution adopting a Reservation Policy for the use of City park shelters, the Anderson Dance Pavilion, Grandview Park Bandshell, and Grandview Park Rose Garden and rescind Resolution No. 2007-0659 and Resolution No. 2007-0660.

**DISCUSSION:**

On August 6, 2007, pursuant to Resolution No. 2007-0659 and Resolution No. 2007-0660, the City Council adopted policies governing the reservation and regulations of certain park facilities.

Periodically, staff reviews policies of the City to determine if they are still valid and in effect or whether they should be repealed or amended in some way to recognize the City's current practices. City staff has reviewed the policies and determined some language used within the policies need to be updated and/or revised.

- Staff recommends combining the reservation policy that govern park shelter with the regulations policy for the use of the Anderson Dance Pavilion, Grandview Park Bandshell, and Grandview Park Rose Garden.
- Staff recommends the removal of the Revenue Generating or City Facility Rentals section of the Anderson Dance Pavilion, Grandview Park Bandshell and Grandview Park Rose Garden Usage Policy.

City staff is requesting the Policies be combined and updated with the above stated changes and Resolution No. 2007-0659 and Resolution No. 2007-0660 be rescinded.

**FINANCIAL IMPACT:**

There is no financial impact.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibilities – Quality of Life  
Strategic Focus Area - Explore Destination Sioux City

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

Resolution  
Resolution 2007-0659  
Resolution 2007-0660

**RESOLUTION NO. 2018 - \_\_\_\_\_**

RESOLUTION ADOPTING A RESERVATION POLICY FOR USE OF CITY PARK SHELTERS, THE ANDERSON DANCE PAVILION, GRANDVIEW PARK BANDSHELL, AND GRANDVIEW PARK ROSE GARDEN AND RESCINDING RESOLUTION NO. 2007-0659 AND RESOLUTION NO. 2007-0660.

WHEREAS, on August 6, 2007, pursuant to Resolution No. 2007-0659, the City Council adopted a Regulation Policy for use of the Anderson Dance Pavilion; Grandview Park Bandshell and Grandview Rose Garden; and

WHEREAS, on August 6, 2007, pursuant to Resolution No. 2007-0660, the City Council adopted a Reservation Policy for use of City park shelter houses; and

WHEREAS, City staff have reviewed the Policies and have determined the Policies should be combined and some language updated and/or revised.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the Reservation Policy for use of City park shelters, the Anderson Dance Pavilion, Grandview Park Bandshell, and Grandview Park Rose Garden be and the same is hereby approved as follows:

Reservation Policy for use of City Park Shelters, the Anderson Dance Pavilion, Grandview Park Bandshell, and Grandview Park Rose Garden

1. Reservations can be made for facilities at Riverside, Bacon Creek, Leif Erikson, Lewis, Sertoma, Chris Larsen, and Grandview Parks (hereinafter "Facilities") year-round; however, renters should note that the public restrooms are only operational from April 15 through October 15 or as determined and allowable by weather conditions.

Reservations are accepted only upon receipt of payment for the Facilities. Reservations may be made in person at the Parks and Recreation Administrative office, online, or over the phone by paying with a debit or a credit card.

Reservations can be made for the Facilities during two different time periods. The day session will be 7:00 a.m. to 4:00 p.m. and the evening session will be 4:30 p.m. to 11:00 p.m. Reservations can be made for both sessions by a single renter. Fees will be reviewed periodically and established with approval of the City Council.

In the event the renter wishes to bring outside amenities (bounce house, tents, dunk tanks, etc.) to the Facilities, there will be a fee for land used for the amenity. The City may request copies of the amenity rental contract/agreement and require proof of liability insurance listing "the City of Sioux City is an additional insured".

2. Facility usage forms must be completed and signed by the responsible renter prior to date of the event. This form will include the renter contact information and intended use of the Facility (i.e. family reunion, wedding, company picnic, baby shower, etc.) and the number of expected participants.

Based upon the number of expected participants, City staff may determine the event requires additional port-a-pots, trash receptacles. The renter may also be required to complete and follow the City's Special Events Planning process.

The facility usage form lists basic park rules and regulations by which the renter will be responsible to abide. Each renter, whether reserved or "first come, first served", is responsible for clean up after their usage including but not limited to the removal of trash from tables, cleaning of the area around the facility of trash or debris, and if necessary, clearing of the concrete flooring or walkways.

3. Upon approval, the renter will receive a permit to identify them as the "reserved party". This permit must be on person during use of the facility, and acts as proof of reservation, permit for beer or wine, and contact numbers in case of emergency.
4. Each facility has a designated location for posting a reservation card. City staff will post this reservation card which will list the organization, the renter, the facility to be used, and the date and time of reservation. The permit will act as the renter's proof of reservation if this reservation card is missing.
5. If no facility reservation card is posted and no renter comes forth with proof of reservation, then said location is "first come, first served". However, individuals must surrender the facility if proof of a reservation is provided.
6. No refunds will be made less than thirty days of the reservation date nor due to inclement weather. In cases of emergency, City staff will evaluate and determine if the event is refundable. Cancellation request will be evaluated on an individual basis and may be subject to the Parks and Recreation Director's approval.

BE IT FURTHER RESOLVED that Resolution 2007-0659 and Resolution 2007-0660, both passed and approved August 7, 2007, be and the same are hereby rescinded.

PASSED AND APPROVED: October 15, 2018

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

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



RESOLUTION NO. 2007- 000659

RESOLUTION APPROVING REGULATIONS FOR USE OF THE ANDERSON DANCE PAVILION AND GRANDVIEW PARK BANDSHELL AND ROSE GARDEN AND RESCINDING RESOLUTION NO. 92/T-10625

WHEREAS, the City Council is required to establish regulations for use of public facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that regulations for use of the Anderson Dance Pavilion and Grandview Park Bandshell and Rose Garden be and the same are hereby approved as follows:

Basic Guidelines for Booking Reservations at  
Anderson Dance Pavilion, Grandview Park Bandshell, and Grandview Park Rose Garden

A. Individual or Group Reservations

1. Reservations can be made for facilities at Chris Larsen and Grandview Parks year round; however, users should note that the public restrooms are only operational from May 15 through October 15 or as determined and allowable by weather conditions.

Reservations are accepted only upon receipt of payment for the facility. Reservations may be made over the phone by paying with a debit or a credit card.

Reservations can be made for two different time periods. The day session will be 7:00 a.m. to 4:00 p.m. and the evening session will be 4:00 p.m. to 11:00 p.m. Reservations can be made for both sessions by a single applicant. Fees will be reviewed periodically, and established with approval of Council.

2. Facility usage forms must be completed prior to date of the event. This form will include the intended use of the shelter (i.e. reunion, wedding, etc), and the number of expected participants. Based upon the number of expected participants, city staff may determine the event may need additional port-a-pots, trash receptacles or group may be required to complete and follow a Special Events Planning Packet.

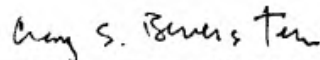
The facility usage form also lists basic park rules and regulations by which applicant will be responsible to abide. Each facility user, whether reserved or first come, first served, is responsible to clean up after their own usage including but not limited to removal of trash from tables, attending to the area around facility for debris, and if necessary, sweeping or washing of concrete flooring or walkways.

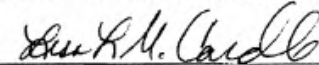
3. Upon approval, the applicant will receive a permit to identify them as the "reserved party". This permit must be on person during use of the facility, and acts as proof of reservation, permit for beer or wine, and contact numbers in case of emergency.
4. Each facility has a designated location for posting a reservation card. City staff will post this reservation card which will list the organization, the applicant, the facility to be used, date and time of reservation. The permit will act as the applicant's proof of reservation if this reservation card is missing.

5. If no facility reservation card is posted and no applicant comes forth with proof of reservation, then said location is "first come, first served". Individuals must surrender the facility if proof is made for a reservation.
  6. No refunds will be made based upon inclement weather. In case of emergency, the city staff will evaluate and determine if refundable.
  7. Request will be evaluated on an individual basis and subject to Parks and Recreation Manager's recommendations and approval.
- B. Revenue Generating or City Related Facility Rentals.
1. City-related facility rentals (i.e. Events Facility Division, Tyson Event Center, etc), hereinafter referred to as "Coordinating Division", will coordinate all bookings through the Parks and Recreation Division.
  2. The Coordinating Division will be responsible for all bookings on ticketed or revenue generations and subsequent contract negotiations, technical advisory, and collection responsibilities for said leasing of event.
  3. The Coordinating Division will be responsible for all equipment, labor, and or other services and may charge event at normal prevailing rates.
  4. All proposed events must be placed on the Parks and Recreation calendar a minimum of one year previous to proposed date. Parks and Recreation will not book any private party events until one-year previous of date. The Coordinating Division will work with Parks and Recreation if the event is of a public service nature and a private party had already booked the facility. If Parks and Recreation must move private party to accommodate public service event, coordinating division will be responsible for associated fees to compensate the private event (i.e. tents, chairs, printing/posting costs, etc.).
  5. The Coordinating Division will transfer deposits and rents for facility to the Parks and Recreation Division for each event.
  6. The Parks and Recreation Division will direct revenue generating events to the direction of the Coordinating Division.

BE IT FURTHER RESOLVED that Resolution No. 92/T-10625 passed and approved February 3, 1992 be and the same is hereby rescinded.

PASSED AND APPROVED: August 6, 2007

  
Craig S. Berenstein, Mayor

ATTEST:   
Lisa L. McCardle, City Clerk

RESOLUTION NO. 2007- 000660

RESOLUTION APPROVING A RESERVATION POLICY FOR USE OF CITY  
PARK SHELTER HOUSES AND RESCINDING RESOLUTION NO. 88/T-6284.

WHEREAS, the City Council has been informed of the need to establish a reservation policy for use of city park shelter houses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the reservation policy for use of city park shelter houses be and the same is hereby approved as follows:

**PARK SHELTER RESERVATION POLICY**

1. Reservations can be made for shelter houses located in Cook, Riverside, Bacon Creek, Leif Erikson, Lewis, and Chris Larsen Parks year round; however, shelter users should note that the public restrooms are only operational from May 15 through October 15 or as determined and allowable by weather conditions.

Reservations are accepted only upon receipt of payment for the facility. Reservations may be made over the phone by paying with a debit or a credit card.

Shelter reservations can be made for two different time periods. The day session will be 7:00 a.m. to 4:00 p.m. and the evening session will be 4:30 p.m. to 11 :00 p.m. Reservations can be made for both sessions by a single applicant. Fees will be reviewed periodically, and established with approval of Council.

2. Facility usage forms must be completed prior to date of the event. This form will include the intended use of the shelter (i.e. company picnic, family reunion, baby shower, etc), and the number of expected participants.

Based upon the number of expected participants, city staff may determine the event may need additional port-a-pots, trash receptacles or group may be required to complete and follow a Special Events Planning Packet.

The facility usage form also lists basic park rules and regulations by which applicant will be responsible to abide. Each facility user, whether reserved or first come, first served, is responsible to clean up after their own usage including but not limited to removal of trash from tables, attending to the area around shelter for debris, and if necessary, sweeping or washing of concrete flooring in shelter.

3. Upon approval, the applicant will receive a permit to identify them as the "reserved party". This permit must be on person during use of the shelter, and acts as proof of reservation, permit for beer or wine, and contact numbers in case of emergency at the shelter.
4. Each shelter has a designated location for posting a reservation card. City staff will post this reservation card which will list the organization, the applicant, the facility to be used, date and time of reservation. The permit will act as the applicant's proof of reservation if this reservation card is missing.

5. If no shelter reservation card is posted and no applicant comes forth with proof of reservation, then said shelter is "first come, first served". Individuals must surrender the shelter if proof is made for a reservation.
6. No refunds will be made based upon inclement weather. In case of family emergency, the city staff will evaluate and determine if refundable.
7. Request will be evaluated on an individual basis and subject to Parks and Recreation Manager's recommendations and approval.

BE IT FURTHER RESOLVED that Resolution No. 88/T-6284 passed and approved May 14, 1988 be and the same is hereby rescinded.

PASSED AND APPROVED: August 6, 2007

Craig S. Berenstein  
Craig S. Berenstein, Mayor

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

<b>x</b>	<b>Regular Session</b>
	<b>Study Session</b>
	<b>Closed Session</b>

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

**MEETING DATE:** October 15, 2018 **ACTION ITEM #** 4

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

**SUBJECT:** **Resolution adopting a Policy for Payment of Electrical Services at City Ball Fields Leased with Concession Facilities and rescinding Resolution No. 2016-0358.**

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

**RECOMMENDATION:**

Staff respectfully requests the City Council approve a resolution adopting a policy for payment of electrical services at City ball fields leased with concession facilities and rescinding Resolution No. 2016-0358.

**DISCUSSION:**

On May 2, 2016, pursuant to Resolution No. 2016-0358, the City Council adopted a Policy establishing payment for electrical services at City ball fields leased with concession facilities.

Periodically, staff reviews policies of the City to determine if they are still valid and in effect or whether they should be repealed or amended in some way to recognize the City's current practices. In an effort to clean up and better reflect language included in certain Athletic Association Lease Agreements, the Parks and Recreation Department is requesting an amendment to said Policy as follows:

Clarification of paragraph 5 by adding the Siouxland Soccer Foundation, Soap Box Derby, Tri-State Revolution Soccer and Miracle League.

5. The Association leasing Hubbard Field (Sioux City Fast Pitch), Chautauqua Park (Floyd Slow Pitch), Riverside Soccer Field (Siouxland Soccer Foundation), a section of Lewis and Clark Park (Soap Box Derby), Ruegger Field (Tri-State Revolution Soccer) and a section of Riverside Park (Miracle League), will not receive a City subsidy for electrical services and are expected to pay the cost for these services.

The addition of new paragraph 6 addressing water and sewer services.

6. All Athletic Associations that lease from the City of Sioux City will receive water and sewer services free of charge. Water meters are to be registered in the name of the Association and the Association shall provide an individual as a point of contact to the City of Sioux City.

All Athletic Association leases expire December 31, 2018 and have no further options to renew. Staff is recommending this policy take effect January 1, 2019.

**FINANCIAL IMPACT:**

Electrical reimbursements to Athletic Associations are funded using the Parks Maintenance Electrical Operating Budget #101-5116-444.3202.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibilities – Quality of Life  
Strategic Focus Area - Enhance Public/Private Partnerships

**ALTERNATIVES:**

City Council can deny the proposed changes to Resolution No. 2016-0358.

**ATTACHMENTS:**

Resolution  
Resolution No. 2016-0358

**RESOLUTION NO. 2018 - \_\_\_\_\_**

**RESOLUTION ADOPTING A POLICY FOR PAYMENT OF ELECTRICAL SERVICES AT CITY BALL FIELDS LEASED WITH CONCESSION FACILITIES AND RESCINDING RESOLUTION NO. 2016-0358.**

WHEREAS, on May 2, 2016, pursuant to Resolution No. 2016-0358, the City Council adopted a Policy Establishing Payment for Electrical Services at City Ball Fields Leased with Concession Facilities; and

WHEREAS, City staff have reviewed the Policy and have determined some language used within the Policy needs to be updated and/revised.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the Policy for Payment of Electrical Services at City Ball Fields Leased with Concession Facilities be and the same is hereby adopted effective January 1, 2019 as follows:

**CITY COUNCIL POLICY FOR PAYMENT OF ELECTRICAL SERVICES AT CITY BALL FIELDS LEASED WITH CONCESSION FACILITIES**

Payment for electrical services at City ball fields where lessees hold concessions shall be in accord with the following:

1. The City of Sioux City shall pay the Associations holding leases with concessions at City ball fields a maximum of \$15,000 for electrical costs at the ball fields.
2. The payments are to be made to the lessees on the following basis:

ASSOCIATION	FIELDS	MAXIMUM
Morningside Little League	Pulaski and Strikers Fields	\$4,500
Siouxland Youth Association (SYA)	Riverside Park Ball Fields	\$3,750
Westside Little League	Goldie & Beck and Kirk Hanson	\$2,000
Northwest Little League	Center Street Park	\$1,000
Headid Little League	Headid Park	\$3,750

3. Electrical meters are to be registered in the name of the Association and the Association shall provide an individual contact or mailing address for the electrical bills.

Upon receipt of an electrical bill, the Association will present the bill to the City, who shall make payment to the Association in an amount not to exceed the maximum shown in Section 2 above.

4. In the event the Association does not reach the maximum dollar figure, payment of electrical bills will be made on the basis of the actual bill and no credit will be made available to the Association for the difference between the maximum and the actual bill.

In the event the Association reaches the maximum dollar figure, the Association will be expected to provide the cost of electrical services for the remainder of the season.

5. The Association leasing Hubbard Field (Sioux City Fast Pitch) and Chautauqua Park (Floyd Slow Pitch), Riverside Soccer Field (Siouxland Soccer Foundation), a section of Lewis and Clark Park (Soap Box Derby), Ruegger Field (Tri-State Revolution Soccer) and a section of Riverside Park (Miracle League), will not receive a City subsidy for electrical services and are expected to pay the cost for these services.
6. All Athletic Associations that lease from the City of Sioux City will receive water and sewer services free of charge. Water meters are to be registered in the name of the Association and the Association shall provide an individual as a point of contact to the City of Sioux City.

BE IT FURTHER RESOLVED, that Resolution No. 2016-0358, passed and approved May 2, 2016, be and the same is hereby rescinded.

PASSED AND APPROVED: October 15, 2018

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

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



**RESOLUTION NO. 2016-0358**

**RESOLUTION ADOPTING A POLICY FOR PAYMENT OF ELECTRICAL SERVICES AT CITY BALL FIELDS LEASED WITH CONCESSION FACILITIES AND RESCINDING RESOLUTION NO. 91/T-10092 AND RESOLUTION NO. 2005-0257.**

WHEREAS, on July 15, 1991, pursuant to Resolution No. 91/T-10092, the City Council adopted a Policy Establishing Payment for Electrical Services at City Ball Fields Leased with Concession Facilities, which Policy was subsequently amended on April 4, 2005, pursuant to Resolution No. 2005-0257; and

WHEREAS, the City Council is advised and does believe that the Policy should be restated to incorporate all past and proposed amendments into one Policy,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the Policy for Payment of Electrical Services at City Ball Fields Leased with Concession Facilities be and the same is hereby adopted as follows.

**CITY COUNCIL POLICY FOR PAYMENT OF ELECTRICAL SERVICES AT CITY BALL FIELDS LEASED WITH CONCESSION FACILITIES**

Payment for electrical services at City ball fields where lessees hold concessions shall be in accord with the following:

1. The City of Sioux City shall pay the Associations holding leases with concessions at City ball fields a maximum of \$15,000 for electrical costs at the ball fields.
2. The payments are to be made to the lessees on the following basis:

ASSOCIATION	FIELDS	MAXIMUM
Morningside Little League	Pulaski and Strikers Fields	\$4,500
Siouxland Youth Association (SYA)	Riverside Park Ball Fields	\$3,750
Westside Little League	Goldie & Beck and Kirk Hanson	\$2,000
Northwest Little League	Center Street Park	\$1,000
Headid Little League	Headid Park	\$3,750

3. Electrical meters are to be registered in the name of the Association and the Association shall provide an individual contact or mailing address for the electrical bills.

Upon receipt of an electrical bill, the Association will present the bill to the City, who shall make payment to the Association in an amount not to exceed the maximum shown in Section 2 above

4. In the event the Association does not reach the maximum dollar figure, payment of electrical bills will be made on the basis of the actual bill and no credit will be made available to the Association for the difference between the maximum and the actual bill.

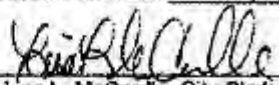
In the event the Association reaches the maximum dollar figure, the Association will be expected to provide the cost of electrical services for the remainder of the season.

5. The Association leasing Hubbard Field (Sioux City Fast Pitch) and Chautauqua Park (Floyd Slow Pitch) will not receive a City subsidy for electrical services and are expected to pay the cost of those services.

BE IT FURTHER RESOLVED, that Resolution No. 91/T-10092 and Resolution No. 2005-0257 be and the same are hereby rescinded.

PASSED AND APPROVED: May 2, 2016

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

ATTEST:   
\_\_\_\_\_  
Lisa L. McCardie, 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:** October 15, 2018 **ACTION ITEM #** 5A

**FROM:** Mike Collett, Assistant City Manager

**SUBJECT:** Resolution authorizing the Airport Director to apply for a FY2019 Air Service Sustainment Grant from the Iowa Department of Transportation in the amount of \$48,000.00 to assist with marketing efforts at The Sioux Gateway Airport/Col. Bud Day Field.

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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 a resolution authorizing the Airport Director to apply for a FY2019 Air Service Sustainment Grant from the Iowa Department of Transportation in the amount of \$48,000.00 to assist with marketing efforts at the Sioux Gateway Airport/Col. Bud Day Field.

**DISCUSSION:**  
The total project amount is \$60,000.00 with State assistance of \$48,000.00 to assist in promoting the airport and air service provided at the Sioux Gateway Airport/Col. Day Field. Funds will be used for advertising using print, radio and TV, sponsorships of local events, and social media and marketing services. The total project amount was increased by the state from \$35,000.00 to \$60,000.00 this fiscal year. The Airport learned of this increase in time to program the additional funding into our FY19 CIP.

**FINANCIAL IMPACT:**  
The grant will pay 80% of eligible project costs up to \$48,000.00. The additional 20% will be paid by local funds and are budgeted in FY19 CIP.

**RELATIONSHIP TO STRATEGIC PLAN:**  
Municipal Responsibility-Economic Opportunity

**ALTERNATIVES:**  
The alternative would be to not apply for the grant which Staff does not recommend.

**ATTACHMENTS:**  
Resolution  
IDOT Application

**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION AUTHORIZING THE AIRPORT DIRECTOR TO APPLY FOR A  
FY2019 AIR SERVICE SUSTAINMENT GRANT FROM THE IOWA DEPART-  
MENT OF TRANSPORTATION IN THE AMOUNT OF \$48,000.00 TO ASSIST  
WITH MARKETING EFFORTS AT THE SIOUX GATEWAY AIRPORT/COL.  
BUD DAY FIELD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the Airport Director be and he is hereby authorized and directed to apply for an Air Service Sustainment Grant, a copy of which is attached hereto and by this reference made a part hereof, from the Iowa Department of Transportation in the amount of \$48,000.00 to assist with marketing efforts at the Sioux Gateway Airport/Col. Bud Day Field.

PASSED AND APPROVED: October 15, 2018

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

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



### MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).**

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project

Indicate which group is impacted:

- Women
- Persons with a Disability
- Blacks
- Latinos
- Asians
- Pacific Islanders
- American Indians
- Alaskan Native Americans
- Other

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation of representatives of the minority groups impacted.

Indicate which group is impacted:

- Women
- Persons with a Disability
- Blacks
- Latinos
- Asians
- Pacific Islanders
- American Indians
- Alaskan Native Americans
- Other

- The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Mike Collett Airport Director

Title: \_\_\_\_\_

## Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 5, paragraph "b", subparagraph (1):

b. As used in this subsection:

(1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

## SUX Air Service Development Program Grant

In 2018 the Sioux Gateway Airport's primary mission in air service sustainment was customer awareness followed by advertising the convenience and ease of flying out of Sioux Gateway. This year the Airport utilized skywalk banners in downtown Sioux City and bus signage to promote the extra holiday flights and the addition of a third flight to Chicago offered by American Airlines. With IDOT assistance, SUX plans to aggressively market our air service which will include increasing our online marketing budget. Funds will also be used to replace a jetway canopy.

Sioux Gateway Airport was awarded a Small Community Air Service Development Program Grant for procurement of service to Denver. If successful, we will utilize Air Service Development money to advertise this service via traditional methods and increase our social media presence via Facebook and other outlets. We are allotting \$5,000 for consulting fees anticipating data/analysis that may be required by potential airlines.

Ads will run in Sioux City area business journals, area newspapers, tv, radio, and social media. We will continue to advertise American Airlines, and any additional carriers at Sioux Gateway utilizing all marketing tools listed below. The Airport plans to continue sponsorships of various Sioux City events to promote the use of air service at SUX. Sponsorships for local events include in kind advertising in the form of radio spots, tv commercials, billboards, print ads, Sioux Gateway and American Airlines banners, and t-shirts with American Airlines and Airport logos promoting our air service.

The Sioux Gateway Airport will continue to demonstrate the positive economics of using this airport for business and personal travel. This will include the convenience aspect and the amount of time and money saved not 'traveling somewhere else to travel.' If we secure service to Denver, we will market the 3 hubs available to travelers thus increasing the appeal of flying in and out of Sioux Gateway Airport.

### Estimated costs

1. Jetway Canopy \$25,000.00
2. Air Service Consulting \$5,000
3. Print, Radio, Billboards, TV -\$11,000
4. Sponsorships-\$12,500
5. WiFi-\$1,500
6. Social Media and Marketing Services-\$5,000

Total \$60,000



<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:** October 15, 2018 **ACTION ITEM #** 5B

**FROM:** Chief Rex Mueller  
Captain Mark Kirkpatrick

**SUBJECT:** Resolution authorizing the Sioux City Police Department to accept the Department of Justice, Office of Justice Programs Bulletproof Vest/Body Armor Initiative in the amount of \$6,000.00 to purchase body armor for sworn members of the Sioux City Police Department

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

**RECOMMENDATION:**

Staff respectfully requests the City Council approve the resolution authorizing the Sioux City Police Department to accept a Department of Justice, Office of Justice Programs Bulletproof Vest/Body Armor Initiative in the amount of \$6,000.00.

**DISCUSSION:**

The Sioux City Police Department is asking Council to accept the Department of Justice, Office of Justice Programs Bulletproof Vest Partnership/Body Armor Safety Initiative in the amount of \$6,000.00. The funding is used by the department to purchase body armor for new officers. It also pays up to 50% of the purchase price for current officers replacing out-of-date body armor. The grant funding period is August 1, 2018 through July 31, 2019.

**FINANCIAL IMPACT:**

The grant covers 50% of the purchase price for each approved vest. The remaining cost of the vest is the responsibility of the purchaser. Matching funds are not required. The funding period is August 1, 2018 through July 31, 2019.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Health and Safety Vision

**ALTERNATIVES:**

Reject the \$6,000.00 in grant funds.

**ATTACHMENTS:**

- Resolution
- BVP Application
- BVP Application Email
- 2018 Award Amount notification

**RESOLUTION NO. 2018 - \_\_\_\_\_**

RESOLUTION AUTHORIZING THE SIOUX CITY POLICE DEPARTMENT TO ACCEPT THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS BULLETPROOF VEST/BODY ARMOR INITIATIVE IN THE AMOUNT OF \$6,000.00 TO PURCHASE BODY ARMOR FOR SWORN MEMBERS OF THE SIOUX CITY POLICE DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the Sioux City Police Department is hereby authorized and directed to accept the Department of Justice, Office of Justice Programs Bulletproof Vest/Body Armor Initiative in the amount of \$6,000.00 to purchase body armor for sworn members of the Sioux City Police Department.

PASSED AND APPROVED: October 15, 2018

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

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

## SUBMIT APPLICATION



Application Profile



Application



NJ Approved Vests



Submit Application

You have successfully submitted your application for funding for BVP approval.

The approval process may take several weeks from the application closing date. A confirmation email has been sent to [mariedivis@sioux-city.org](mailto:mariedivis@sioux-city.org). An email approval advisory will also be sent to [mariedivis@sioux-city.org](mailto:mariedivis@sioux-city.org) when the program approvals are completed. Additionally, you may check the status of your application by selecting option, 'Application History', in the Jurisdiction's Handbook. Thank you for your continued patience.

For your reference, the summary data for your Application for Funding is listed below.

### SUCCESSFUL SUBMISSION

<b>Jurisdiction:</b>	SIoux CITY
<b>Application Id:</b>	18095273
<b>Status/Submission Date:</b>	Sent for BVP Approval : 05/25/18

### APPLICATION FOR FUNDING

Quantity	Extended Cost	Tax, S&H	Total Cost
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[https://grants.ojp.usdoj.gov/bvp/vests/roles/apps/submit\\_app\\_to\\_bvp.jsp?doUpdate=Y&Application...](https://grants.ojp.usdoj.gov/bvp/vests/roles/apps/submit_app_to_bvp.jsp?doUpdate=Y&Application...) 5/25/2018

Quantity	Extended Cost	Tax, S&H	Total Cost
15	\$12,000.00	\$0.00	\$12,000.00
<b>Maximum Allowable Funding from BVP:</b>			<b>\$6,000.00</b>

\* Important: You can click on the 'Print Screen' button below to keep a copy for your records.

PRINT SCREEN

## Marie Divis

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**From:** vests@usdoj.gov  
**Sent:** Friday, May 25, 2018 11:58 AM  
**To:** Marie Divis  
**Subject:** Your Application has been forwarded to BVP for approval

Thank you for submitting an online Bulletproof VestPartnership (BVP) application. Your application will be safeguarded until the current application period closes on May 29, 2018.

**Funding Decisions and Notification:** When this application period closes, the following will occur: Each application is checked against the availability of funds to cover a portion of its total cost, in keeping with established rules and statutory set-asides. Once funding decisions are made, Congress is notified, followed by an electronic (email) message to the primary jurisdiction contact regarding the specific level of funding available. After this notification, DOJ requires additional time to create or update each jurisdiction's financial account. You will then be notified again (via email) that funds are available for drawdown through the payment request process in your online handbook. Assuming there are no changes or significant delays in the above processes, online payment requests for the 2018 applications should be available no later than September 30, 2018.

**Formula and Matching Requirements:** The program requires that each applicant jurisdiction be responsible for providing at least 50 percent of the cost of each qualifying vest purchased. Tribal governments may use other federally appropriated funds to provide their portion of the total cost; all other jurisdictions must use non-federal funds. Non-federal fund sources include state and/or local jurisdiction revenues, private or personal funds, and contributions from insurance or workman's compensation consortiums. Asset forfeiture funds may also be used to meet the jurisdiction's financial requirement. By submitting this application, you have already certified that you understand and will abide by the following: "Funding availability, levels, and percentages are uncertain. There is no guaranteed funding level associated with any application submitted to the BVP program. Jurisdictions agree to meet their financial and contractual obligations associated with any purchase transactions, regardless of the level of funding received through this application."

**Purchasing NIJ-approved Vests:** BVP program funds may only be used to help defray the costs of NIJ-approved vest makes and models. Any ballistic or stab vest meeting applicable NIJ standards is eligible for funding. Vests contained in your application provide a basis for funding decisions. However, you are not obligated to purchase those exact vest makes and models. You may use BVP funds to help defray the costs of any NIJ-approved vest. Simply reflect any changes in the online receipt report(s), when you initiate the online payment process. BVP funds remain in your "account" through the end of the second federal fiscal year following the year of this application. Therefore, you have ample time to make and complete eligible purchases.

**Need Assistance?** Please call the BVP technical support helpdesk at 877-758-3787 (toll free). Thank you and continued success in providing lifesaving body armor for your eligible officers and employees.

BVP Technical Support Team

# STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

## CURRENT ACTIVITY STATUS

Application ✔ Approved by BVP [View Details](#)

## CURRENT RECEIPTS SUMMARY

ATTN	No. of Receipts	Total Reported Vests	Total Reported Cost	Action
!	1	1	\$915.00	<a href="#">View Details</a>

## CURRENT PAYMENT REQUESTS

ATTN	Created Date	Total Amount Requested ↕	Current Status ↕	Status Date	Funding Type	Action
	06/04/2018	\$790.00	Sent for BVP Approval	06/04/2018	Regular Fund	<a href="#">View Details</a>
	06/01/2018	\$1,442.50	Sent for BVP Approval	06/01/2018	Regular Fund	<a href="#">View Details</a>

## AVAILABLE AWARDS

ATTN	Fiscal Year ↕	Award Amount ↕	Total Paid ↕	Total Requests ↕	Eligible Balance ↕	Expiration Date
!	2017	\$2,994.49	\$482.50	\$2,232.50	\$279.49	08/31/2019
	2018	\$6,000.00	\$0.00	\$0.00	\$6,000.00	08/31/2020

<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:** October 15, 2018 **ACTION ITEM #** 6A

**FROM:** Mark Simms, Utilities Director  
Joe Fontenot, Wastewater Treatment Plant Superintendent

**SUBJECT:** Resolution awarding and approving a contract to Hydro-Klean, LLC of Des Moines, Iowa in the amount of \$156,673.00 for the Digester Cleaning and Inspection Project (Project No. 6943-539-117) in Sioux City, Iowa.

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

**RECOMMENDATION:**

Staff respectfully requests Council award and approve a contract to Hydro-Klean, LLC of Des Moines, Iowa in the amount of \$156,673.00 for the Digester Cleaning and Inspection Project (Project No. 6943-539-117).

**DISCUSSION:**

This project consists of the Base Bid for the cleaning, removal and dewatering of solids in one primary digester tank to a daily average minimum of 18% total solids and disposal in a City provided container. Alternate No. 1 for additional primary digester cleaning as stated in base bid. Alternate No. 2 for complete dewatering rental for use by the City. Alternate No. 3 for complete digester inspection of tank internal steel components using non-destructive evaluation services with report including description of existing conditions and recommended repairs, per tank and Alternate No. 4 for digester repair services; labor and equipment based on a three (3) man crew and a ten (10) hour work day.

The project bids were opened on September 18, 2018. There were four (4) contractors on the Planholders List and two (2) bids were received for this project. The bids are as follows:

Company	City, State	Base Bid	Alt 1	Alt2	Alt 3	Alt 4
Hydro-Klean, LLC	Des Moines, IA	\$ 58,149.00	\$32,899.00	\$15,625.00 ea.30-day period	\$9,375.00 ea.	\$11,250.00 per one day
Telum Customers Enviro Solutions	Des Moines, IA	\$140,000.00	\$120,000.00	\$28,000.00	\$8,000.00 ea 30-day period	\$8,000.00 per one day
<b>Engineer's Estimate</b>		<b>\$105,000.00</b>	<b>\$75,000.00</b>	<b>\$20,000.00</b>	<b>\$6,000.00</b>	<b>\$9,000.00</b>

Recommended award and approval to Hydro-Klean, LLC is based on the Base Bid (\$58,149.00), cleaning one additional primary digester (\$32,899.00), inspection of two primary digesters (2 X \$9,375.00 = \$18,750.00), and dewatering rental for three (3) 30-day periods (3 X \$15,625.00 = \$46,875.00) for a total amount of \$156,673.00. Services for Bid Alternate No. 4 will be evaluated after the completion of the inspection (Bid Alternate No. 3) of each primary digester.

The Base Bid and selected Bid Alternates, submitted by Hydro-Klean, LLC are 37.83% or \$95,327.00 below the Engineer's Estimate of \$252,000.00.

**FINANCIAL IMPACT:**

This project will be funded with sewer revenue under CIP No. 539-117 "WWTP Asset Renewal". The project is not eligible for SRF funding.

**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  
Bid Tabulation  
Contracts (Hard Copies Provided)



**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION AWARDING AND APPROVING A CONTRACT TO HYDRO-KLEAN, LLC OF DES MOINES, IOWA IN THE AMOUNT OF \$156,673.00 FOR THE DIGESTER CLEANING AND INSPECTION PROJECT (PROJECT NO. 6943-539-117) IN SIOUX CITY, IOWA.

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 September 18, 2018, for the Digester Cleaning and Inspection Project, in Sioux City, Iowa, (the Project) together with necessary accessories and appurtenances, all in accordance with the plans and specifications heretofore prepared by the City Engineer; and

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

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

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

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

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

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

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

Section 2: It is hereby found, determined and declared that the bid of Hydro-Klean, LLC of Des Moines, Iowa in the amount of \$156,673.00 for construction of the Project in Sioux City, Iowa, as provided in the plans and specifications referred to in the preamble hereof is the lowest and/or best bid received and the same is hereby accepted and the contract awarded to said bidder.

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

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

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

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

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

PASSED AND APPROVED: October 15, 2018

\_\_\_\_\_  
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:** October 15, 2018 **ACTION ITEM #** 6B

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

**SUBJECT:** Resolution approving a License and Naming Agreement between the City of Sioux City and Wells Enterprises, Inc. of Le Mars, Iowa for the naming rights of the Cone Park Bunny Hill at Cone Park. (3800 Line Drive)

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

**RECOMMENDATION:**

Staff respectfully requests City Council approve the attached resolution approving an agreement with Wells Enterprises, Inc. of Le Mars, Iowa for the naming rights of the Bunny Hill at Cone Park.

**DISCUSSION:**

The City of Sioux City will establish a Bunny Hill that will become a separate sledding area at Cone Park scheduled to be operational on or before January 1, 2019. The City of Sioux City and Wells Enterprises, Inc. of Le Mars, Iowa requests to enter into an agreement whereas the City will utilize a "Name," designated by the Wells Enterprises, Inc. at a later date, but hereby to be known as the Cone Park Bunny Hill.

Per the terms of the agreement, Wells Enterprises, Inc. shall provide the following:

- Wells Enterprises, Inc. shall promptly select the Name which will be used for the Cone Park Bunny Hill. All announcements relating to Cone Park Bunny Hill or print or broadcast media advertising for the Cone Park Bunny Hill or any activity or event at the Cone Park Bunny Hill shall refer to the sponsorship of the Cone Park Bunny Hill using the "Name".
- Wells Enterprises, Inc. agrees to pay a Rights Fee in the aggregate amount of Fifty Thousand Dollars (\$50,000.00) upon execution of this Agreement by Wells Enterprise, Inc. to the City of Sioux City, payable via the donation refund transfer evidenced by the Woodbury County Expo enter Donation Refund Request Form.

Per the terms of the agreement, the City shall provide the following:

- For the period commencing on the date any pay-for-access activities at the Cone Park Bunny Hill open to the public (Opening Date), team members of Wells will receive a \$1.00 discount off the price of daily admission for each (up to five) guests during each visit. Additionally, Wells Enterprise, Inc. will be provided with one hundred (100) complimentary tickets annually for use of the Cone Park Bunny Hill at any time during normal operating hours.

The Term of this Agreement shall commence on the date this agreement is executed (“Effective Date”) and shall automatically terminate upon the nineteenth (19) anniversary of the Cone Park Bunny Hill Agreement “Effective Date” unless terminated earlier.

**FINANCIAL IMPACT:**

The one-time gift of Fifty Thousand Dollars (\$50,000.00) from Wells Enterprise, Inc. will be allocated to #459-005 “Cone Park Contributions – Operating Budget” for the Cone Park Bunny Hill Project.

**RELATIONSHIP TO STRATEGIC PLAN:**

Explore Destination Sioux City  
Grow Sioux City Pride

**ALTERNATIVES:**

Deny this agreement and direct staff to negotiate alternative terms.

**ATTACHMENTS:**

Resolution  
License and Naming Agreement  
Exhibits A and B

**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION APPROVING A LICENSE AND NAMING AGREEMENT BETWEEN THE CITY OF SIOUX CITY AND WELLS ENTERPRISES, INC. OF LE MARS, IOWA FOR THE NAMING RIGHTS OF THE CONE PARK BUNNY HILL AT CONE PARK. (3800 LINE DRIVE)

WHEREAS, the Cone Park Bunny Hill will be a separate sledding area at Cone Park located at 3800 Line Drive; and

WHEREAS, Wells Enterprises, Inc. agrees to pay Fifty Thousand Dollars (\$50,000.00) for the naming rights of the Cone Park Bunny Hill at Cone Park; and

WHEREAS, there is attached hereto and by this reference made a part hereof, a License and Naming Agreement between the City of Sioux City and Wells Enterprises, Inc. of Le Mars, Iowa setting forth the rights and responsibilities of the parties in connection with said License and Naming Agreement, which License and Naming 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 License and Naming Agreement, as referred to in the preamble hereof, between the City of Sioux City and Wells Enterprises, Inc. of Le Mars, Iowa for naming rights to the Cone Park Bunny Hill at Cone Park commencing October 15, 2018 and ending October 15, 2037 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 License and Naming Agreement for and on behalf of the City.

PASSED AND APPROVED: October 15, 2018

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

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

## LICENSE AND NAMING AGREEMENT FOR CONE PARK BUNNY HILL

This License and Naming Agreement for Cone Park Bunny Hill ("Agreement") is made as of the \_\_\_\_ day of October, 2018, by and between The City of Sioux City, Iowa ("City"), and Wells Enterprises, Inc., on behalf of itself and its subsidiary, WEI Sales, LLC (collectively, "Wells").

### RECITALS:

WHEREAS, the Cone Park Bunny Hill will be a separate sledding area to be constructed at Cone Park, located at 3800 Line Drive, Sioux City, Iowa 51106, and operational on or before January 1, 2019; and

WHEREAS, Wells agrees to pledge Fifty Thousand Dollars (\$50,000.00), pursuant to the terms of this Agreement, for the naming rights of the Cone Park Bunny Hill and such other rights and privileges set forth in this Agreement; and

WHEREAS, Wells and City are entering into this Agreement under which City will be required to utilize the name designated by Wells at a later date ("Name") wherever possible as the name of the Cone Park Bunny Hill in accordance with the terms and conditions set forth herein, and, if the Name utilizes any trademark, trade name, or logo of Wells, Wells will grant City certain limited rights in certain of Wells' Intellectual Property (defined below) for use in connection with the operation of the Cone Park Bunny Hill, but only in accordance with the terms and conditions specified in this Agreement;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Wells and City, the parties agree as follows:

### 1. DEFINITIONS

- a. "The Mark" or "the Name" means such name as subsequently chosen by Wells for the name of the Cone Park Bunny Hill.
- b. The "Intellectual Property" means, collectively, any trade name, trademark, and/or logo of Wells used in the Name.

### 2. GRANT OF LICENSE

Subject to the terms of this Agreement, Wells will grant City the right to use the Intellectual Property, to the extent required for the purpose of carrying out its obligations hereunder and consistent with the provisions of this Agreement, and the right to sublicense such use of the Intellectual Property in accordance with Paragraph 10. The foregoing grants are nonexclusive and non-assignable, except as otherwise expressly specified in this Agreement. City agrees that the exercise of the rights granted hereunder will always relate to the Cone Park Bunny Hill, its events, operations, and activities.

### 3. NAME OF CONE PARK BUNNY HILL

Wells shall promptly select the Name which will be used for the Cone Park Bunny Hill. All announcements relating to the Cone Park Bunny Hill or print or broadcast media advertising for Cone Park or the Cone Park Bunny Hill or any activity or event at Cone

Park or the Cone Park Bunny Hill shall refer to the sponsorship of the Cone Park Bunny Hill using the Name. City agrees to use its reasonable best efforts to identify the Cone Park Bunny Hill by the Name in all official documents, press releases, and promotional materials produced or disseminated by or for the account of City that relates to Cone Park or the Cone Park Bunny Hill.

#### **4. ADDITIONAL RIGHTS TO WELLS ENTERPRISES, INC.**

City and Wells agree that:

- a. for the period commencing on the date any pay-for-access activities at the Cone Park Bunny Hill open to the public ("Activities Opening Date") and continuing thereafter throughout the Term, team members of Wells will receive a \$1.00 discount off the price of daily admission for each of up to five guests during each visit. In the event of an increase in the cost of admission, the discount amount shall be adjusted proportionately, which adjustments shall be reasonably agreed upon by the parties. Wells team members must be present to redeem and the discount is not valid without an official employee ID card. Additionally, Wells will be provided with one hundred (100) complimentary tickets annually for use of the Cone Park Bunny Hill at any time during normal operating hours.
- b. For the period commencing on the date of this Agreement and continuing thereafter throughout the Term, (i) Wells shall be the exclusive supplier of any frozen dessert products sold at the Cone Park Bunny Hill, (ii) Wells shall have a right of first refusal to secure exclusive naming and sponsorship rights for any other concessions stand or facility established at Cone Park, and (iii) City agrees to discuss with Wells any opportunity for naming or sponsorship rights for any future facility or construction at Cone Park.

#### **5. TERM**

The term of this Agreement ("Term") shall commence upon the last date this Agreement is executed by Wells and City ("Effective Date") and shall automatically terminate upon the later of (a) the expiration or earlier termination of that certain License and Naming Agreement for Cone Park Day Lodge Contents, dated December 18, 2017, by and between City and Wells, or (b) the nineteen (19) year anniversary of the Effective Date of this Agreement, unless earlier terminated in accordance with Paragraph 14.

#### **6. RIGHTS FEE**

As consideration for the rights and benefits granted in this Agreement, Wells agrees to pay a Rights Fee in the aggregate amount of Fifty Thousand Dollars (\$50,000.00) upon execution of this Agreement by Wells and City, payable via the donation refund transfer evidenced by the Woodbury County Expo Center Donation Refund Request Form, attached hereto as Exhibit A and, by this reference, incorporated herein. City hereby acknowledges receipt of such payment in full. If City fails to perform any obligation under this Agreement or commits any City Default, City shall provide Wells with a prorated refund of such Rights Fee within ninety (90) days following Wells' written request.

#### **7. OWNERSHIP OF INTELLECTUALPROPERTY**



If any Intellectual Property is used in the Name chosen by Wells, City acknowledges and agrees that Wells is the sole owner of such Intellectual Property and that all goodwill relating to such Intellectual Property, including goodwill accruing as a result of City's use of the Intellectual Property, shall be and remain the sole and exclusive property of Wells. City shall not have any right, title, interest, or claim of ownership in the Intellectual Property, except for any license granted pursuant to the terms of this Agreement. During the Term of this Agreement, City will execute any document and/or licensing agreement requested by Wells to protect Wells' ownership and rights in the Name and Intellectual Property. **In addition, City agrees that all uses of the Name and any other Intellectual Property pursuant to this Agreement shall be subject to Wells' prior written approval (including without limitation, all signs and other marketing and promotional material using the Name or other Intellectual Property) and in compliance with any usage guidelines provided by Wells.**

**8. MANDATORY PLACEMENT AND USE OF MARK**

During the Term, City agrees to display the Name and the Intellectual Property in accordance with Exhibit B, this Agreement, and any subsequent document or licensing agreement requested by Wells pursuant to Paragraph 7. Such displays shall be prominent and shall not be obscured. In the event of any redesign, remodel or redecorating, Wells and City shall cooperate in good faith to ensure display of the Name and Intellectual Property in a location and manner at least equivalent and no less prominent than previous displays.

**9. DISPLAY**

City shall use the Name only in accordance with standards, policies, and/or usage guidelines provided to City by Wells prior to implementation. City will use its reasonable best efforts to preclude itself and others from permitting or allowing, any display of the Name, or any display of Wells advertising within, on or about the Cone Park Bunny Hill, to be intentionally altered, obliterated, blurred, distorted, used as part of any optical illusion, or in composite from or as the subject of blocking or insertion technology, for any television broadcast, video tape, photographic, electronic, or digital reproduction or recording ("Graphic Tampering") except to the extent as may be approved by Wells. City shall prohibit Graphic Tampering in any agreement or release with others for television broadcast, movies, video, or similar technology. City agrees that Wells, Blue Bunny, Blue Ribbon Classics, Bomb Pop and other Wells brand logos shall be allowed on-site at the Cone Park Bunny Hill at mutually agreed on sizes and locations.

**10. SUBLICENSING**

**a. Right to Sublicense.** City's right to sublicense under this Agreement, and any subsequent document or licensing agreement requested by Wells

pursuant to Paragraph 7, shall be limited to concessionaires of City who may, in turn, subcontract the manufacture of products consisting of food service, related supplies, and novelties or souvenirs, and any other goods or items used, consumed, or given away by City in connection with its operation of the Cone Park Bunny Hill bearing the Name (herein "Sublicensees"). City shall enforce the terms of this Agreement against any such Sublicensee and further represents and warrants to Wells that each such Sublicensee shall (i) comply with the requirements of this Agreement, including pre-approval of all uses of the Name or Intellectual Property and the discontinuance of sale or distribution of any non-complying goods or services within ten (10) days after written notification of noncompliance by Wells determined reasonably and in good faith, (ii) not use the Name or any of the Intellectual Property other than in connection with those products, and (iii) follow in all material respects Wells' standards, policies, and usage guidelines.

b. **Other Rights.** Notwithstanding the provisions of Paragraph 10(a), City shall be entitled to authorize the use of the Name and the Intellectual Property by promoters, and other users of the Cone Park Bunny Hill on tickets and in advertising and promotional materials, to refer to the location of an event, and such authorization shall not be deemed to be a sublicense to which Paragraph 10(a) applies.

## 11. QUALITY CONTROL

a. **Goods and Services Standards.** City shall use the Rights Fee to design and construct the Cone Park Bunny Hill needed to operate the same in accordance with Iowa State law and in good taste and the reasonable quality and aesthetic requirements set by Wells. City shall be solely responsible for all costs associated with the design, construction, and operation of the Cone Park Bunny Hill. City agrees that any amenities, services and goods offered at the Cone Park Bunny Hill or that may use the Name or Intellectual Property shall be family-friendly, and of a quality and of such style and appearance as are comparable to the quality and style of first-class sports and entertainment facilities and suited to their exploitation to the best advantage and to the protection and enhancement of the Name and of the Intellectual Property and the goodwill related to it. In using the Name and/or the Intellectual Property in advertising or promoting the Cone Park Bunny Hill or any such amenities, services or goods in connection therewith, City will utilize only advertising and promotion that do not disparage or place in disrepute Wells, its businesses, or its reputation, and that do not adversely affect or detract from Wells or from Wells' goodwill. City recognizes that maintaining high quality in the amenities, services and goods offered at the Cone Park Bunny Hill or that may use the Name or Intellectual Property is of the essence of this Agreement. City will utilize and cause any Sublicensees to utilize purchase order forms containing the language reasonably required in any subsequent document or licensing agreement requested by Wells pursuant to Paragraph 7.

b. **Operating Standards.** City agrees, in order to enhance and protect Wells' goodwill embodied in the Name and the Intellectual Property, to operate and maintain the Cone Park Bunny Hill in compliance with all

laws, rules, regulations, ordinances and other requirements and in a manner consistent with the operation of first-class businesses similarly situated and containing similar amenities. Wells shall be the exclusive Cone Park Bunny Hill sponsor or named party, and City may not designate any third party as a sponsor or named party, nor designate any third party as a reasonably similar sponsor or named party. City shall have the right to reasonably designate qualified third parties as advertisers at the Cone Park Bunny Hill, provided such third parties are not in the business of making, distributing or selling frozen confections. City agrees to use its reasonable best efforts to ensure that any such designations will not disparage or place in disrepute Wells, its businesses, or its reputation and will not adversely affect or detract from Wells' goodwill.

**12. CHANGE OF NAME**

In the event that Wells selects a name different from the Name originally selected by Wells and used for the Cone Park Bunny Hill during the Term, City agrees to the substitution of the alternative name, if: (a) Wells grants City reasonable licenses to use such different name; and (b) Wells pays any reasonable cost incurred by City in discontinuing the use of the Name and the substitution of an alternative name. Subject to the terms of Paragraph 12, the terms of this Agreement will be amended to cover such different Name chosen by Wells.

**13. ACTIONS AT END OF TERM**

Upon the earlier of the expiration or termination of this Agreement in accordance with Paragraph 14, the license granted under this Agreement, or any subsequent document or licensing agreement requested by Wells pursuant to Paragraph 7 shall immediately terminate, and City and any Sublicensee shall immediately cease the use of the Name and the Intellectual Property in connection with any previously licensed goods and services; except that City shall have a period of time after the end of the Term, not to exceed ninety (90) days, to terminate the use of the Name and the Intellectual Property, including but not limited to, the making of necessary physical changes to the Cone Park Bunny Hill and its components and the phasing out of the use of advertising and promotional materials then on hand. During the period prior to termination or expiration of this Agreement, and during that ninety (90) day period, City will comply with all of the requirements of this Agreement, and in removing the Name, City shall not disparage or place in disrepute Wells, its businesses, or its reputation and will not detract from Wells' goodwill.

**14. DEFAULT REMEDIES**

a. **Default by Wells.** In the event Wells repeatedly fails to comply with any obligation of Wells in this Agreement, and such failure continues for a period of thirty (30) days following Wells' receipt of written notice from City, City shall be entitled to exercise any or all of the following remedies:

- i. If such failure is material, to cause the Term to end on a date designated in such notice, which date may not be less than six (6) months after the date of such notice; or
- ii. To seek any appropriate legal or equitable remedy from a court or competent jurisdiction.

In the event the Term is terminated due to Wells' default as permitted herein, Wells shall pay all reasonable costs, losses, and expenses incurred by City in complying with the provisions of Paragraph 14, including but not limited to the cost of removing all signs, and other writings containing the Mark and Intellectual Property and the cost of any materials containing the Mark and Intellectual Property that must be discarded as a result of the termination.

**b. Default by City.** The following shall constitute "City Defaults" hereunder:

- i. If City fails to comply with any of its obligations under this Agreement, which failure shall continue for a period of 30 days following City's receipt of written notice from Wells;
- ii. If City utilizes as the name of the Cone Park Bunny Hill any name other than the Name or if City fails to comply with standards and requirements for use of the Intellectual Property or violates the terms of Paragraphs 3, 4, 7, 8, 9, 10, 11, its warranties in Paragraph 17(g) of this Agreement or any subsequent document or licensing agreement requested by Wells pursuant to Paragraph 7;
- iii. If City fails to open the Cone Park Bunny Hill to the public for normal operations by January 1, 2019;
- iv. If City ceases normal operation of the Cone Park Bunny Hill for a period of time longer than sixty (60) consecutive days, except as a result of "Force Majeure," meaning a fire or other casualty, act of God, strike, lockout, war, or civil disturbance, or other cause beyond the control of City;
- v. If, following a Force Majeure that results in a cessation of the operation of the Cone Park Bunny Hill, (a) City notifies Wells that City intends not to resume operation of the Cone Park Bunny Hill, or (b) the Cone Park Bunny Hill fails to re-open for normal operations within twelve (12) months following a Force Majeure; or
- vi. City shall take any action with respect to Cone Park, including the Cone Park Bunny Hill, that is offensive to good taste or would injure the reputation of Wells, its name or image, or the Name or Intellectual Property, or City fails to take any action necessary to remedy any issue at the Cone Park Bunny Hill that is offensive to good taste or that would, if not corrected, injure the reputation of Wells, its name or image, or the Name or Intellectual Property.

For the avoidance of doubt, any violation of any provision of this Agreement by a Sublicensee, lessee, manager, concessionaire or operator shall be deemed a violation thereof by City. Upon the occurrence of a City Default, Wells shall have the right to terminate this Agreement and receive a prorated refund of the Rights Fee. Promptly following notice from Wells, City shall terminate all use of the Marks and Intellectual Property, including removal of all signs and writings containing the Marks and Intellectual Property and destruction of any materials containing the Marks and Intellectual Property. Wells shall be entitled to any other remedy at law or equity to which, under the laws of the State of Iowa, Wells would be entitled.

#### **15. INDEMNIFICATION**

City shall hold Wells harmless from and indemnify and defend Wells and Wells' parent, subsidiaries, affiliates, officers, directors, employees, agents, and assigns against any and all suits, actions, claims, losses, demands, damages, liabilities, costs, and expenses of every kind, that relate to or arise or result from (a) City's or any Sublicensee's, lessee's, manager's, concessionaire's or operator's breach of or default under any provision of this Agreement, or (b) City's or any lessee's, manager's, concessionaire's or operator's operation of the Cone Park Bunny Hill, including but not limited to, the exercise by City of the rights granted to it under this Agreement, but not including any matter as to which Wells is obligated to indemnify City by reason of the next sentence. Wells shall hold City harmless from and indemnify and defend City and City's employees, elected officials, agents, or assigns (collectively, "City's Indemnitees") against any and all suits, actions, claims, losses, demands, damages, liabilities, costs, and expenses of every kind, that (a) result from Wells' breach or default under any provision of this Agreement, or (b) relates to or results from infringement or unfair competition claims against City or City's Indemnitees as a result of City's use of the Intellectual Property as specifically permitted by this Agreement.

#### **16. ASSIGNMENT, DELEGATION**

To be effective, any proposed assignment or transfer by City of any right or obligation under this Agreement must be approved in advance by Wells in writing. Subject to the foregoing, this Agreement shall be enforceable against and inure to the benefit of the successors and assigns of the parties hereto and of any holder of record or beneficial ownership of or any leasehold interest in the Cone Park Bunny Hill during the Term. The foregoing provisions of this Paragraph 16 shall not preclude City from entering into a lease or operating or management agreement with one or more third parties covering the operation of the Cone Park Bunny Hill if any such lease or operating or management agreement is consistent with the provisions of this Agreement and specifically obligates the lessee, operator, or manager thereunder to observe and comply with the provisions of this Agreement and specifically identifies Wells as an intended beneficiary thereof with the full and unqualified right to enforce the provisions of this Agreement against such lessee, operator, or manager (in addition to City) and to obtain any legal and equitable remedies to which Wells may be entitled.

## 17. MISCELLANEOUS PROVISIONS

- a. **Notices.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or delivered by mail, and addressed to the address of the intended recipient at the following addresses:

To City:           City Clerk  
                           P.O. Box 447  
                           Sioux City, Iowa 51102

To Wells:       Wells Enterprises, Inc.  
                           Attention: Corporate  
                           Controller 1 Blue Bunny Drive  
                           Le Mars, IA 51301

With a copy to:   Wells Enterprises, Inc.  
                           Attention: General Counsel  
                           1 Blue Bunny Drive  
                           Le Mars, IA 51031

A party may change its address by giving notice in writing stating its new address to the other party.

- b. **Interpretation and Effect.** This Agreement shall be construed in conformity with the laws of the State of Iowa and the Trademark (Lanham) Act of 1946 as amended.
- c. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Agreement or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other parties or circumstances.
- d. **Non-Waiver.** No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.
- e. **Memorandum.** Either party shall have a right to prepare a short form memorandum of this Agreement, setting forth the names of the parties, the Term, and the general nature of this Agreement, in recordable form, and the other party shall be required to execute the same, provide such acknowledgment of such execution as is required in order for such memorandum to be recordable in the county in which the Cone Park Bunny Hill is located, and deliver it to the party that prepared it, which may then cause such memorandum to be executed and acknowledged by it and recorded.

- f. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understanding and written or oral agreement between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not expressed in the Agreement.
  
- g. **Mutual Representations and Warranties.** Each party hereby represents and warrants to the other that (i) the execution, delivery and performance of this Agreement have been duly authorized by such party, (ii) contingent on execution by both parties hereto, this Agreement constitutes a valid and binding obligation upon such party, enforceable in accordance with its terms, (iii) the consent of no other entity or person is required for such party to perform fully all of its obligations under this Agreement, (iv) the making of this Agreement does not violate any agreement, right or obligation between such party and any other person or entity or require the permission or agreement of any other person or entity in order for such party to perform the obligations under this Agreement, and (v) neither the execution and delivery of this Agreement nor the performance of the terms and obligations of this Agreement constitute a breach, default or otherwise conflict with any other agreement or commitment to which such party is a party or violate any law applicable to such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its respective representative on the date(s) set forth below.

CITY OF SIOUX CITY

WELLS ENTERPRISES, INC., on behalf of  
itself and its subsidiary, WEI Sales, LLC

By: \_\_\_\_\_

By: *[Signature]*

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

Print Name: RYAN J MEYER

Title: \_\_\_\_\_

Title: VP Corp Controller

Date: \_\_\_\_\_

Date: 10/2/10

ATTEST CITY SIGNATURE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A  
Donation Transfer Documentation



# Woodbury County Expo Center

## Donation Refund Request Form

Please complete all the information below

### Contact Information

Name: RYAN MEYER

Company: WELLS ENTERPRISES

Tax ID Number: 42-1080796

Mailing Address: 1 BLUE BUNNY DRIVE, LEMARS IA 51031

Phone: 712-500-5641

Email: rymeyer2@bluebunny.com

### Refund Details

Original Donation Amount: \$50,000-

Amount Requested to be Refunded: \_\_\_\_\_

I would like a refund check sent to the mailing address above (Please attach a properly executed Form W-9 IF your pledge is \$600 or more)

I would like my donation transferred to another 501(c)3.

- Siouxland Expo Center
- Cone Park
- Special Trooper Adaptive Riding School (STARS)
- Woodbury County Fair Association
- Other (please specify)

### Authorization

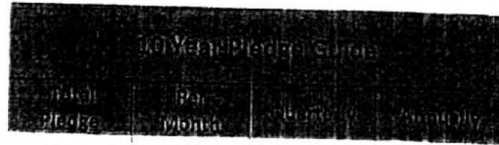
By signing below, I agree that I am authorized on behalf of the donor referenced above to request a donation refund from the Woodbury County Expo Center. I understand that if I choose to receive a refund check, the refund amount will be reportable to the IRS as "Other Income" in Box 3 of Form 1099-MISC. I have attached a properly executed Form W-9 for any pledge \$600 or more

Signature:  Date: 7/17/18

### Submit Form

Please return this form to: Woodbury County Expo Center  
PO Box 342, Merville, Iowa 51039  
bomexpoc@gmail.com

# Bomgaars Ag Expo & Learning Center



"Your support will make the Bomgaars Agriculture Exposition and Learning Center a tribute to our history of Agriculture, as well as a showcase facility featuring all aspects of our great industry in the region now and into the future." Gene Leman.

Pledge	Monthly	Quarterly	Annually
\$500,000	\$4,167	\$12,500	\$50,000
\$250,000	\$2,083	\$6,250	\$25,000
\$150,000	\$1,250	\$3,750	\$15,000
\$100,000	\$833	\$2,500	\$10,000
\$50,000	\$417	\$1,250	\$5,000

## CAMPAIGN PLEDGE FORM

\$ 50,000

Name: Wells Enterprises Phone: 712-546-4000

Address: One Blue Bunny Dr. Le Mars State: Iowa

Zip Code: 51031 Email Address: kelehan@bluebunny.com

Phone: 712 548 5606

\$ 50,000 Commitment  10 yr.  One-time gift

Start Date: \_\_\_\_\_ If 10 Yr. Pledge:  Monthly  Quarterly  Annually

Use Credit Card  Invoice me via email  Check enclose  Invoice me via mail

Name on Credit Card: \_\_\_\_\_ Number on Card: \_\_\_\_\_ Exp: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I would like my pledge to be/one-time gift to be anonymous

July 9, 2018

Woodbury County Expo Center  
PO Box 342  
Merville, IA 51039

Dear Friend,

We are writing to you today to inform you that the Expo Center planned as the Bomgaars Ag Expo & Learning Center for equestrian and agricultural based events has changed in scope. The new facility will still provide quality flexible spaces for agricultural, recreation and major community events, however, the dedicated areas for equestrian uses were eliminated due to budget constraints. We had raised enough local funds to meet the state's requirement to receive additional funding under the Iowa Reinvestment District Program, however, with the pledges scheduled to come in over a 10-15 year period, there was still a shortfall in startup monies and cash flow.

As you know, you made a pledge years ago when the project was planned for Merville. We now believe this was our last hope for a local equestrian event center organized by this group, and are willing to refund your donation. Please complete the enclosed form and return it as soon as possible. Money will be available to be refunded until October 1<sup>st</sup>, at that time the remaining funds will be turned over to the revised Expo Center project.

Thank you.

Sincerely,

Woodbury County Expo Center

Exhibit B

Display of Name and Intellectual Property



<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:** October 15, 2018 **ACTION ITEM #** 6C

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

**SUBJECT:** Resolution approving Change Order No. 1 to the Service Provider Agreement with Thompson Innovation of Sioux City, Iowa for replacement of input/output cards in connection with the Water Facility SCADA Process Upgrades Project (CIP# 519-262) in an amount not to exceed \$53,742.64.

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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 Council approve the attached Change Order No. 1 to the Service Provider Agreement with Thompson Innovation of Sioux City, Iowa for the Water Facility SCADA Process Upgrades Project.

**DISCUSSION:**  
On August 20, 2018 Council approved a Service Provider Agreement with Thompson Innovation, pursuant to Resolution No. 2018-0665, in the amount of \$196,403.68 for the Water Facility SCADA Process Upgrades Project.

Most of the expenditures for that project included the purchase and installation of new Allen Bradley Compact Logix Processors to replace the old Allen Bradley SLC 500 Processors. The other component to the processors are the Allen Bradley analog and digital input/output cards (I/O). Those cards collect the data and send the information to the processor which in turn sends information to the main programmable logic controller (PLC). While the old SLC I/O cards are compatible with the new Compact Logix processors, staff requested Thompson Innovation to quote a replacement of the old SLC I/O cards. This will create a whole Compact Logix hub making the complete set-up one series instead of comingling old software with new software.

With replacement of the I/O cards during this project, it will alleviate having to perform several smaller projects in the future resulting in cost savings. This Change Order will upgrade the entire Zenith Water Treatment Plant campus to the full version of Compact Logix which includes technical support and a 1-year factory warranty on software and equipment from the time of project completion.

**CHANGE ORDER No. 1**

Pre-Treatment I/O Card Replacement	\$9,371.35
Phosphate I/O Card Replacement	\$1,911.25
Main PLC I/O Card Replacement	\$5,419.00
Contact Basin I/O Card Replacement	\$3,667.60
Filter PLC's I/O Card Replacement	\$18,463.50
Master Filter I/O Card Replacement	\$14,909.94
<b>TOTAL I/O CARD REPLACEMENT</b>	<b>\$53,742.64</b>

The new total project cost including Change Order No. 1 is \$250,146.32 resulting in an increase of 27.3% above the original contract amount of \$196,403.68.

**FINANCIAL IMPACT:**

This project is funded under CIP# 519-262 "Water Facility SCADA Process Upgrades" in the amount of \$183,000.00. Once the CIP funds have been exhausted, any additional costs including Change Order No. 1 will be paid out of the Water Treatment Plant operating budget, line item No. 510-2101-453-2209 "Maintenance, Machinery and Equipment." That fund has a current balance of \$231,969.00.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure  
Strategic Focus Area – Grow Sioux City

**ALTERNATIVES:**

Council could reject Change Order No. 1 and request staff to complete the project as initially bid.

**ATTACHMENTS:**

Resolution  
Change Order No. 1

**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE SERVICE PROVIDER AGREEMENT WITH THOMPSON INNOVATION OF SIOUX CITY, IOWA FOR REPLACEMENT OF INPUT/OUTPUT CARDS IN CONNECTION WITH THE WATER FACILITY SCADA PROCESS UPGRADES PROJECT (CIP# 519-262) IN AN AMOUNT NOT TO EXCEED \$53,742.64.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that Change Order No. 1 to the Service Provider Agreement, a copy of which is attached hereto and by this reference made a part hereof, with Thompson Innovation of Sioux City, Iowa for replacement of input/output cards in connection with the SCADA Process Upgrades Project, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the City Manager and he is hereby authorized and directed to execute said Change Order No. 1 for and on behalf of the City.

PASSED AND APPROVED: October 15, 2018

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

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



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

CHANGE ORDER NO. 1

Date of Issuance: 09/28/2018

Project No. 519-262

IDOT No.

Contract Date: 8/20/2018

Project: Water Facility Scada Process Upgrades

Contractor:

Thompson Innovation  
2300 7th Street  
Sioux City, Iowa 51105

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		Replace I/O Cards	1	0.00	1.00	\$ 53,742.64	1.00	\$ 53,742.64

Value of Change Order: \$ 53,742.64

Original Contract Price:	\$196,403.68
Previously Approved Change Orders:	
No.        Date:	\$0.00
No.        Date:	\$0.00
No.        Date:	\$0.00
No.        Date:	\$0.00
Net Increase / Decrease this Change Order:	\$53,742.64
Revised Contract Price:	\$250,146.32

Contract Time Prior to this Change Order (Calendar Days / Final Completion Date)	2/28/2019
Net Increase Resulting from this Change Order (Calendar Days)	22
Revised Contract Time Including this Change Order (Calendar Days / Final Completion Date)	3/22/2019

**Justification**

The purpose of this change order is to replace the analog and digital input/output cards to match the new Compact Logix processors.

		10/4/18
Karen Kuehl - Contractor (Print)	Signature	Date
		10/4/18
Brad Puetz - City Project Manager (Print)	Signature	Date
Bob Padmore -City Manager (Print)	Signature	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:** October 15, 2018 **ACTION ITEM #** 6D

David P. Carney, Public Works Director

**FROM:** Stan LaFave, Building Maintenance Supervisor  
Mike Collett, Assistant City Manager

**SUBJECT:** **Resolution approving the contract and performance bond with L & L Builders Co. in the amount of \$2,900,100.00 for the Convention Center Renovation Project (Project No. 6940-663-239).**

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

**RECOMMENDATION:**  
Staff respectfully requests Council approve the contract and performance bond with L & L Builders Co. of Sioux City, Iowa in the amount of \$2,900,100.00 for the Convention Center Renovation Project (Project No. 6940-663-239).

**DISCUSSION:**  
On October 8, 2018 under Resolution No. 2018-0833 Council awarded a contract to L & L Builders Co. of Sioux City, Iowa in the amount of \$2,900,100.00 for the construction of the Convention Center Renovation Project. This project includes the construction of a new 7,260 square foot addition to the Convention Center, and the renovation of 7,500 square feet of the current convention space into a ballroom. This project has a completion date of October 11, 2019.

**FINANCIAL IMPACT:**  
This project is funded using GO Bonds under CIP No. 663-239 Reinvest District Convention Center Hotel. The Architect's opinion of probable construction cost for the works base bid is \$2,985,000, Alternate No. 1 in a deduct amount of \$195,000, Alternate No. 2 revised to an add amount of \$50,000. The project currently has an available balance of \$600,153.

**RELATIONSHIP TO STRATEGIC PLAN:**  
Municipal Responsibility – Infrastructure  
Focus Area – Grow Sioux City

**ALTERNATIVES:**  
None

**ATTACHMENTS:**  
Resolution  
Contracts (Hard Copies)

**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE BOND WITH L & L BUILDERS CO. IN THE AMOUNT OF \$2,900,100.00 FOR THE CONVENTION CENTER RENOVATION PROJECT (PROJECT NO. 6940-663-239).

WHEREAS, the City Council has previously awarded a contract to L & L Builders Co. of Sioux City, Iowa in the amount of \$2,900,100.00 for the construction of the Convention Center Renovation Project; and

WHEREAS, L & L Builders Co. 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 L & L Builders Co. of Sioux City, Iowa in the amount of \$2,900,100.00 for the construction of the Convention Center Renovation 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 Project Manager as the value of work satisfactorily performed for the period.

PASSED AND APPROVED: October 15, 2018

\_\_\_\_\_  
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:** October 15, 2018 **ACTION ITEM #** 7A

**FROM:** Gordon Phair, City Engineer  
Brett Langley, Civil Engineer

**SUBJECT:** Resolution accepting the work and authorizing final payment to I & A Construction, LLP for the Tyson Events Center Site Repairs Project (Project No. 6830A-379-010).

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

**RECOMMENDATION:**  
Staff respectfully requests Council approve the resolution accepting the work and authorizing final payment in the amount of \$3,258.72 now and \$13,276.50 in 30 days to I & A Construction, LLP for the Tyson Events Center Site Repairs Project (Project No. 6830A-379-010).

**DISCUSSION:**  
A contract was awarded to I & A Construction, LLP of Sioux City, Iowa on September 25, 2017 under Resolution No. 2017-0889 for a contract amount of \$262,212.55. The work has been completed and approved by City staff.

This project involved flatwork concrete repairs around the Tyson Events Center parking lots.

Below is a summary of the project:

**Original Contract Amount: \$262,212.55**

**Change Order No. 1 Summary: \$3,317.35**

This change order was to add truncated domes to the project for an added sidewalk repair and also a quantity adjustment. This change order was approved by staff on October 1, 2018.

**Final Construction Cost: \$265,529.90**

The final construction cost for this project is \$265,529.90 which is 1.3% above the original contract amount.

**FINANCIAL IMPACT:**  
This project is funded using GO Bonds and CC Levy Abated GO Bonds under CIP 379-010 "Annual EFAB Remodeling & Repair". The project currently has an available balance of \$904,258.40.

**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. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION ACCEPTING THE WORK AND AUTHORIZING FINAL  
PAYMENT TO I & A CONSTRUCTION, LLP FOR THE TYSON EVENTS  
CENTER SITE REPAIRS PROJECT (PROJECT NO. 6830A-379-010).

WHEREAS, on September 25, 2017, Sioux City, Iowa entered into a contract with I & A Construction, LLP of Sioux City, Iowa for the Tyson Events Center Site Repairs 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 October 15, 2018, and attached hereto and made a part hereof; and

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

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

- A. The said report of the engineer, be, and the same is hereby approved and adopted and the project is hereby approved and accepted as having been fully completed in accordance with the said plans and specifications and contract and the total project cost of the project under said contract is hereby determined to be \$265,529.90 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 \$3,258.72 now and \$13,276.50 in thirty days provided there are no liens or claims against retainage on file, payable from the appropriate fund in favor of I & A Construction, LLP for the construction of the project.

PASSED AND APPROVED: October 15, 2018

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

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



409 5th Street | P.O. Box 447 | Sioux City, IA 51102

Engineer's Report

CERTIFICATE OF PAYMENT

No. 4 - Final  
Date of Issuance: 10/15/2018

Project No. 6830A-379-010

Contract Date: 9/25/2017

Payment Period  
8.2.15 to 9.1.18

Project: Tyson Events Center Site Repairs Project

Contractor:  
J & A Construction  
1416 Pierce Street  
Sioux City, Iowa 51105

DETAILED ESTIMATE			
Description	Quantity	Unit Price	Total Cost
See Attached			

Value of Work Completed this Estimate: \$3,490.23

Original Contract Price:	\$262,212.55
Approved Change Orders:	
No. 1 Date 9/25/17	\$3,317.95
No. Date 10/01/18	\$0.00
No. Date	\$0.00
No. Date	\$0.00
No. Date	\$0.00
Total Contract Price:	\$265,529.90

Total Value of Completed Work	\$265,529.90
Total Retainage (5%)	\$13,276.50
Total Net Amount	\$252,253.40

Less: Estimates previously approved:

	Net Payment	Retainage
No. 1	\$78,440.44	\$4,128.64
No. 2	\$89,737.12	\$4,354.59
No. 3	\$67,817.19	\$4,621.95
No. 4	\$0.00	\$0.00
Total	\$246,994.85	\$13,104.98

Value of Work Completed this Estimate: \$3,490.23  
 Retainage held this Estimate: \$171.51  
**NET AMOUNT DUE THIS ESTIMATE: \$3,256.72**

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

The Contractor hereby certifies that during this payment period, that they have not performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which they shall ask, demand, sue for, or claim compensation, except as is hereby claimed for additional compensation and/or extension of time, as set forth on the attached itemized statement.

Mance Cookburn  
Contractor (Print)

*Mance Cookburn* 9/27/18  
Signature Date

Kyle Peterson  
Inspector (Print)

*Kyle Peterson* 9-27-18  
Signature Date

Brett Langley  
Project Engineer (Print)

*Brett Langley* 9-26-18  
Signature Date

Gordon Phair  
City Engineer (Print)

*Gordon Phair* 9/27/18  
Signature Date

cc: Contractor  
Engineering

Finance  
Clerk's Office

Project Name: Tyson Events Center Site Repairs Project  
 Sioux City Project Number: 6830A-379-010  
 Contractor: I & A Construction, LLP

Pay Request No. 4 - Final

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 DUE THIS PERIOD
1	1070-206-A-0	TRAFFIC CONTROL	LS	1.00	\$ 3,900.00	\$ 3,900.00	1.00	\$ 3,900.00	0.00	1.00	\$ 3,900.00	\$ -
2	1090-105-A-0	MOBILIZATION	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00	0.00	1.00	\$ 9,000.00	\$ -
3	6010-304-C-3	REBUILD UTILITY STRUCTURES	EA	8.00	\$ 2,337.50	\$ 18,700.00	8.00	\$ 18,700.00	0.00	8.00	\$ 18,700.00	\$ -
4	7010-108-I-0	REMOVAL OF CURB AND GUTTER	LF	450.00	\$ 12.00	\$ 5,400.00	209.80	\$ 2,517.60	0.00	209.80	\$ 2,517.60	\$ -
5	7030-108-A-0	SIDEWALK REMOVAL, PCC	SY	115.00	\$ 9.00	\$ 1,035.00	330.10	\$ 2,970.90	0.00	330.10	\$ 2,970.90	\$ -
6	7030-108-F-0	SIDEWALK, PCC	SF	810.00	\$ 5.75	\$ 4,657.50	2941.00	\$ 16,910.75	0.00	2941.00	\$ 16,910.75	\$ -
7	7010-108-A-0	8" PCC PAVING	SY	295.00	\$ 73.17	\$ 21,585.15	284.30	\$ 20,802.23	12.44	296.74	\$ 21,712.47	\$ 910.23
8	7010-108-E-0	CURB AND GUTTER, PCC	LF	450.00	\$ 26.75	\$ 12,037.50	209.80	\$ 5,612.15	0.00	209.80	\$ 5,612.15	\$ -
9	7040-108-H-0	REMOVAL OF PAVEMENT	SY	295.00	\$ 19.50	\$ 5,752.50	278.40	\$ 5,428.80	0.00	278.40	\$ 5,428.80	\$ -
10	7040-108-A-0	PATCHES, FULL DEPTH PATCH, PCC FINISH, BY AREA	SY	1470.00	\$ 103.67	\$ 152,394.90	1550.20	\$ 160,708.23	0.00	1550.20	\$ 160,708.23	\$ -
11	7040-108-A-0	PATCHES, FULL DEPTH PATCH, PCC FINISH, BY COUNT	EA	163.00	\$ 60.00	\$ 9,780.00	96.00	\$ 5,760.00	0.00	96.00	\$ 5,760.00	\$ -
12	7040-108-D-0	CRACK AND JOINT CLEANING AND FILLING, HOT POUR	LF	2115.00	\$ 4.00	\$ 8,460.00	797.00	\$ 3,188.00	0.00	797.00	\$ 3,188.00	\$ -
13	15,010-108-A	CONSTRUCTION SURVEY	LS	1.00	\$ 2,850.00	\$ 2,850.00	0.00	\$ -	0.00	0.00	\$ -	\$ -
14	6010-108-G-0	CONNECT TO EXISTING PIPE	EA	1.00	\$ 700.00	\$ 700.00	1.00	\$ 700.00	0.00	1.00	\$ 700.00	\$ -
15	4020-108-A-1	STORM SEWER, TRENCHED RCP, 15" CLASS IV	LF	36.00	\$ 80.00	\$ 2,880.00	35.00	\$ 2,800.00	0.00	35.00	\$ 2,800.00	\$ -
16	6010-108-B-0	AREA INTAKE	EA	1.00	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00	0.00	1.00	\$ 3,800.00	\$ -
Change Order 1												
17		Deletable Warning Panel	SF	84.00	\$ 30.00	\$ 2,520.00			84.00	84.00	\$ 2,520.00	\$ 2,520.00
18		Quantity Adjustment	LS	1.00	\$ 797.35	\$ 797.35						
<b>TOTAL</b>						<b>\$ 298,529.90</b>		<b>\$ 262,099.66</b>			<b>\$ 265,529.90</b>	<b>\$ 3,430.23</b>
											LESS 5% RETENTION	\$ 171.51
											<b>AMOUNT DUE</b>	<b>\$ 3,258.72</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:** October 15, 2018 **ACTION ITEM #** 7B

**FROM:** Al Harris-Fernandez, Art Center Director  
Ricky J. Mach, Assistant to the City Manager

**SUBJECT:** Resolution accepting the work and authorizing final payment to H & R Construction Co. for the Gilchrist Learning Center Project (Project No. 6938-339-007).

---

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

---

**RECOMMENDATION:**

Staff respectfully requests Council approve the resolution accepting the work and authorizing final payment in the amount of \$5,719.42 now and \$108,397.84 in 30 days to H & R Construction Co. for the Gilchrist Learning Center Project, 220 Pierce Street (Project No. 6938-339-007).

**DISCUSSION:**

A contract was awarded and approved with H & R Construction Co. of South Sioux City, Nebraska on October 9, 2017 under Resolution No. 2017-0933 for a contract amount of \$1,998,000.00. The work has been completed and approved by City staff.

The project was tied to the Sioux City Art Center, 225 Nebraska Street, and included the construction of a new 10,992 square foot one-story structure with parking and sod improvements.

Below is a summary of the project:

**Original Contract Amount: \$1,998,000.00**

**Change Order No. 1 Summary: \$107,252.79**

Removal and replacement of unsuitable soils, addition of fire extinguishers, changes to the fire alarm system, and aluminum fascia changes and adding under-slab insulation to improve efficiency.

**Change Order No. 2 Summary: \$2,662.00**

Glazing height and concealed openers at exit doors.

**Change Order No. 3 Summary: \$4,212.20**

Changes to primary power routing by Mid American Energy, lighting and cabinetry re-use vs new.

**Change Order No. 4 Summary: \$39,385.50**



Sub surface soils work to stabilize, add floor drain at ceramics studio, and add auto operators.

**Change Order No. 5 Summary: \$1,320.00**

Added soils testing required from the over excavation.

**Change Order No. 6 Summary: \$3,754.75**

Sub-surface soils work including geogrid, rock, soils.

**Change Order No. 7 Summary: \$8,992.50**

Irrigation - (the installed layout works for the berm locations and future outdoor sculpture garden).

**Change Order No. 8 Summary: \$2,377.00**

Removal and replacement of concrete pads at the perimeter of the site.

**Final Construction Cost: \$2,167,956.74**

The final construction cost for this project is \$2,167,956.74 which is 8.50% or \$169,956.74 above the original contract amount.

City contracts do not have a substantial completion date in them, since the facility received an occupancy permit and the Art Center began to have the public in the facility prior to the council acceptance, City Legal and the project management team asked for and accepted a warranty book from the date of the occupancy permit, along with a letter from the General Contractor covering any gap in coverage from date of occupancy permit until the date of council acceptance. This letter would add those days on to end of the warranty book coverage.

**FINANCIAL IMPACT:**

This project is funded using private donations and an Enhance Iowa Community Attraction and Tourism (CAT) Grant. No City funds are invested in this project; however, staff time has been committed to administer the project and distribute the funding under CIP 339-007 "Gilchrist Learning Center".

**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  
Architect's Statement of Final Acceptance  
Final Payment Application

**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION ACCEPTING THE WORK AND AUTHORIZING FINAL  
PAYMENT TO H & R CONSTRUCTION CO. FOR THE GILCHRIST LEARNING  
CENTER PROJECT (PROJECT NO. 6938-339-007).

WHEREAS, on October 9, 2017, Sioux City, Iowa entered into a contract with H & R Construction Co. of South Sioux City, Nebraska for the Gilchrist Learning Center 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 October 15, 2018, and attached hereto and made a part hereof; and

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

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

- A. The said report of the engineer, be, and the same is hereby approved and adopted and the project is hereby approved and accepted as having been fully completed in accordance with the said plans and specifications and contract and the total project cost of the project under said contract is hereby determined to be \$2,167,956.74 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 \$5,719.42 now and \$108,397.84 in thirty days provided there are no liens or claims against retainage on file, payable from the appropriate fund in favor of H & R Construction Co. for the construction of the project.

PASSED AND APPROVED: October 15, 2018

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

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

October 15<sup>th</sup>, 2018

RE: City of Sioux City, Iowa  
Gilchrist Learning Center  
Project# 6938-339-007  
Final Acceptance

Rick Mach  
City of Sioux City  
405 6<sup>th</sup> Street  
Sioux City, IA 51101

Dear Rick,

The General Contractor for the Gilchrist Learning Center Project, H&R Construction, has satisfactorily completed all work including punch-list items. Application for Payment No. 12 (Final) has been submitted and reflects the final construction cost.

It is recommended that the City make the final acceptance of the project. Pending Council approval of Application for Payment No. 12 (Final), the amount should be paid. Upon the lapse of 30 days following final acceptance, and providing no claims for unpaid labor or materials have been filed, the retainage amount indicated should be paid.

Thank you for the opportunity to provide design services for this project. If you have any questions, please feel free to contact me.

Sincerely,



Nathan Kalaher  
Project Architect



435 5th Street, P.O. Box 447, Sioux City, IA 51102

**CERTIFICATE OF PAYMENT NO. 12-Final**

Date of Issuance: 10/2/2018

Project No. 0930-33B-007

Contract Date:

Payment Period  
09/01/2018 to 09/30/2018

Project: Gilchrist Learning Center

Contractor:  
H&R Construction Co.  
307 E. 39th Street  
S. Sioux City, NE 68776

DETAILED ESTIMATE			
Description	Quantity	Unit Price	Total Cost
See Attached			

Value of Work Completed this Estimate: \$5,020.44

Original Contract Price:	\$1,995,000.00
Approved Change Orders:	
No. 1 Date: 11/17/17	\$107,262.79
No. 2 Date: 1/17/18	\$2,602.00
No. 3 Date: 4/12/18	\$4,212.20
No. 4 Date: 5/16/18	\$39,385.50
No. 5 Date: 5/15/18	\$1,320.00
No. 6 Date: 6/24/18	\$3,794.75
No. 7 Date: 7/25/18	\$5,992.53
No. 8 Date: 8/15/18	\$2,377.00
Total Contract Price:	\$2,157,956.74

Total Value of Completed Work	\$2,157,956.74
Total Retainage (5%)	\$108,397.84
Total Net Amount	\$2,059,558.90

Less: Estimates previously approved:

	Net Payment	Retainage
No. 1	\$37,078.51	\$1,851.50
No. 2	\$208,152.41	\$10,407.62
No. 3	\$51,881.12	\$2,594.06
No. 4	\$74,377.92	\$3,694.61
No. 5	\$104,405.02	\$5,195.05
No. 6	\$364,280.83	\$18,120.04
No. 7	\$440,993.28	\$22,010.17
No. 8	\$389,541.53	\$19,452.08
No. 9	\$150,680.51	\$7,503.53
No. 10	\$140,275.94	\$7,011.80
No. 11	\$119,096.57	\$5,954.83
Total	\$2,059,744.34	\$109,374.91

Value of Work Completed this Estimate:	\$5,020.44
Retainage held this Estimate:	\$301.02
NET AMOUNT DUE THIS ESTIMATE:	\$5,719.42

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.

The Contractor hereby declares that during this payment period, that they have not performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which they shall ask, demand, sue for, or claim compensation, except as is hereby claimed for additional compensation and/or extension of time, as set forth on the attached itemized statement.

H&R Construction Co.		10/2/2018
Contractor (Print)	Signature	Date
NATHAN KALAUER		10/15/18
Observer/Architect (Print)	Signature	Date
Alan ARCHITECTURE		10/15/18
Ricky J. Moch	Signature	Date
City Project Manager (Print)	Signature	Date

Project: Gilchrist Learning Center

Pay Request No. 12 - Final

Project No. 058-339-307

Contractor:

H&R Construction Co.

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 DUE THIS PERIOD
1		Div. #1 General Conditions	ump S/L	1.000	\$ 156,351.00	\$ 156,351.00	1.00	\$ 156,351.00		1.00	\$ 156,351.00	\$ --
2		Div. #2 Site Work & Demolition	ump S/L	1.000	\$ 219,242.00	\$ 219,242.00	1.00	\$ 219,242.00		1.00	\$ 219,242.00	\$ --
3		Div. #3 Concrete	ump S/L	1.000	\$ 152,343.00	\$ 152,343.00	1.00	\$ 152,343.00		1.00	\$ 152,343.00	\$ --
4		Div. #4 Masonry	ump S/L	1.000	\$ 152,649.00	\$ 152,649.00	1.00	\$ 152,649.00		1.00	\$ 152,649.00	\$ --
5		Div. #5 Woods & Plastics	ump S/L	1.000	\$ 31,631.00	\$ 31,631.00	1.00	\$ 31,631.00		1.00	\$ 31,631.00	\$ --
6		Div. #7 Thermal Moisture Protection	ump S/L	1.000	\$ 334,409.00	\$ 334,409.00	0.98	\$ 326,628.58	0.02	1.00	\$ 334,409.00	\$ 8,000.44
7		Div. #8 Doors & Windows	ump S/L	1.000	\$ 102,597.00	\$ 102,597.00	1.00	\$ 102,597.00		1.00	\$ 102,597.00	\$ --
8		Div. #9 Finishes	ump S/L	1.000	\$ 266,891.00	\$ 266,891.00	1.00	\$ 266,891.00		1.00	\$ 266,891.00	\$ --
9		Div. #10 Steel/Steel	ump S/L	1.000	\$ 24,441.00	\$ 24,441.00	1.00	\$ 24,441.00		1.00	\$ 24,441.00	\$ --
10		Div. #11 Mechanical Systems	ump S/L	1.000	\$ 251,231.00	\$ 251,231.00	1.00	\$ 251,231.00		1.00	\$ 251,231.00	\$ --
11		Div. #12 Electrical Systems	ump S/L	1.000	\$ 328,858.00	\$ 328,858.00	1.00	\$ 328,858.00		1.00	\$ 328,858.00	\$ --
12		Charge Order No. 1	ump S/L	1.000	\$ 107,257.79	\$ 107,257.79	1.00	\$ 107,257.79		1.00	\$ 107,257.79	\$ --
13		Charge Order No. 2	ump S/L	1.000	\$ 2,662.00	\$ 2,662.00	1.00	\$ 2,662.00		1.00	\$ 2,662.00	\$ --
14		Charge Order No. 3	ump S/L	1.000	\$ 4,212.20	\$ 4,212.20	1.00	\$ 4,212.20		1.00	\$ 4,212.20	\$ --
15		Charge Order No. 4	ump S/L	1.000	\$ 39,395.50	\$ 39,395.50	1.00	\$ 39,395.50		1.00	\$ 39,395.50	\$ --
16		Charge Order No. 5	ump S/L	1.000	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00		1.00	\$ 1,320.00	\$ --
17		Charge Order No. 6	ump S/L	1.000	\$ 3,784.75	\$ 3,784.75	1.00	\$ 3,784.75		1.00	\$ 3,784.75	\$ --
18		Charge Order No. 7	ump S/L	1.000	\$ 8,967.50	\$ 8,967.50	1.00	\$ 8,967.50		1.00	\$ 8,967.50	\$ --
19		Charge Order No. 8	ump S/L	1.000	\$ 2,377.00	\$ 2,377.00	1.00	\$ 2,377.00		1.00	\$ 2,377.00	\$ --
20				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
21				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
22				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
23				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
24				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
25				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
26				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
27				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
28				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
29				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
30				0.00	\$ --	\$ --	0.00	\$ --		0.00	\$ --	\$ --
				TOTAL		\$ 2,167,956.74		\$ 2,191,936.38			\$ 2,167,956.74	\$ 8,020.44
											LESS 5% RETENTION	\$ 301.02
											AMOUNT DUE	\$ 1,719.42

<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:** October 15, 2018                      **ACTION ITEM #** 8A

**FROM:** Al Harris-Fernandez, Art Center Director

**SUBJECT:** Resolution approving and accepting a Quit Claim Deed and Bill of Sale from the Art Center Association of Sioux City to the City in consideration of mutual benefits for the Gilchrist Learning Center facility and grounds located at 220 Pierce Street

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

**RECOMMENDATION:**

Staff respectfully requests Council accept the Quit Claim Deed and Bill of Sale for the Gilchrist Learning Center, 220 Pierce Street, from the Art Center Association of Sioux City (Project No. 938-339-007).

**DISCUSSION:**

On August 30, 2004, pursuant to Resolution No. 2004-0763, the City Council accepted the proposal of the Art Center Association of Sioux City for the sale of the Central Transfer Point property located 220 Pierce Street and authorized a development agreement. The Art Center's plan was to expand their education program and to create additional parking for visitors at the site.

Construction of the Gilchrist Learning Center has now been completed and the Art Center Association of Sioux City is conveying the property to the City of Sioux City by Quit Claim Deed and Bill of Sale.

**FINANCIAL IMPACT:**

This project was funded under CIP No. 339-007 "Gilchrist Learning Center", with funding provided by private donations and an Enhance Iowa Community Attraction and Tourism (CAT) Grant.

**RELATIONSHIP TO STRATEGIC PLAN:**

Commitment to Citizens: Quality of Life  
Strategic Focus Area: Promote Sioux City

**ALTERNATIVES:**

Not accept ownership

**ATTACHMENTS:**

1. Resolution
2. Quit Claim Deed
3. Bill of Sale
4. Letter from Art Center Association of Sioux City president
5. Art Center Association minutes from September 26, 2018, special meeting with resolution to convey ownership of Gilchrist Learning Center from Art Center Association to City of Sioux City
6. Letter from Art Center Board of Trustees chair
7. Art Center Board of Trustee minutes supporting Art Center Association resolution to convey ownership

**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION APPROVING AND ACCEPTING A QUIT CLAIM DEED AND BILL OF SALE FROM THE ART CENTER ASSOCIATION OF SIOUX CITY TO THE CITY IN CONSIDERATION OF MUTUAL BENEFITS FOR THE GILCHRIST LEARNING CENTER FACILITY AND GROUNDS LOCATED AT 220 PIERCE STREET

WHEREAS, the Art Center Association of Sioux City is the owner and title holder of certain real estate located in Sioux City, Woodbury County, Iowa, legally described as follows:

Plat of survey showing a part of Block 27, Sioux City East Addition to Sioux City, Woodbury County, Iowa, being a part of Lots 1, 2, 3, 4, 5 and 6, and part of the vacated alley between said Lots 1, 2, 3, 4, 5 and 6 in said Block 27.

All that part of Block 27, Sioux City East Addition to Sioux City, Woodbury County, Iowa, being a part of lots 1, 2, 3, 4, 5 and 6, and part of the vacated alley between said Lots 1, 2, 3, 4, 5 and 6 in said Block 27, all described as follows:

Beginning at the northwest corner of said Block 27; thence N 89°50'12" E along the north line of said Block 27 for 106.64 feet; thence S 00°04'33" E for 247.37 feet; thence N 89°55'27" E for 8.56 feet; thence S 00°21'09" W for 60.14 feet to a point 10.00 feet north of the south line of Block 27; thence S 89°49'41" W for 114.75 feet to a point 10.00 feet north of the southwest corner of said Block 27; thence N 00°04'33" W along the west line of said Block 27 for 307.54 feet to the point of beginning.

Said described parcel contains 33,296.5 square feet or 0.76 acres; and

WHEREAS, the above-described property is to be conveyed by the above named grantor to the City of Sioux City, Iowa, by quit claim deed and bill of sale, copies of which are attached hereto and by this reference made a part hereof, which quit claim deed and bill of sale 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 quit claim deed and bill of sale executed by the Art Center Association of Sioux City, should be accepted by and on behalf of the City; and

WHEREAS, the Art Center Association of Sioux City has agreed to and has executed said quit claim deed and bill of sale for the above described property in exchange for mutual benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the quit claim deed and bill of sale executed by the Art Center Association of Sioux City, copies of which are attached hereto and by this reference made a part hereof, be and the same are hereby approved as to form and content.



BE IT FURTHER RESOLVED, that said quit claim deed and bill of sale, be and are hereby accepted for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that the City Clerk shall cause said quit claim deed and bill of sale to be filed with the Woodbury County Recorder and thereafter deposit said recorded deed with the Property Office of the City of Sioux City.

PASSED AND APPROVED: October 15, 2018

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

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

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

ADDRESS TAX STATEMENT: City of Sioux City, Iowa  
ATTN: Real Estate Department  
P.O. Box 447  
Sioux City, Iowa 51102

#### QUIT CLAIM DEED

For the consideration of ONE DOLLARS and other valuable consideration, and pursuant to a certain contract for private redevelopment of public land dated August 30, 2004, by and between the Grantor and the Grantee, the Art Center Association of Sioux City, does hereby Quit Claim to the City of Sioux City, Iowa, all its right, title, interest, estate, claim and demand in the following described real estate in Woodbury County, Iowa:

Plat of survey showing a part of Block 27, Sioux City East Addition to Sioux City, Woodbury County, Iowa, being a part of Lots 1, 2, 3, 4, 5 and 6, and part of the vacated alley between said Lots 1, 2, 3, 4, 5 and 6 in said Block 27.

All that part of Block 27, Sioux City East Addition to Sioux City, Woodbury County, Iowa, being a part of lots 1, 2, 3, 4, 5 and 6, and part of the vacated alley between said Lots 1, 2, 3, 4, 5 and 6 in said Block 27, all described as follows:

Beginning at the northwest corner of said Block 27; thence N 89°50'12" E along the north line of said Block 27 for 106.64 feet; thence S 00°04'33" E for 247.37 feet; thence N 89°55'27" E for 8.56 feet; thence S 00°21'09" W for 60.14 feet to a point 10.00 feet north of the south line of Block 27; thence S 89°49'41" W for 114.75 feet to a point 10.00 feet north of the southwest corner of said Block 27; thence N 00°04'33" W along the west line of said Block 27 for 307.54 feet to the point of beginning.

Said described parcel contains 33,296.5 square feet or 0.76 acres.

Exempt from transfer tax under Iowa Code Section 428A.2(21).

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 this 4 day of October, 2018

Art Center Association of Sioux City

By: Joseph E. Snodgrass  
Joseph E. Snodgrass  
(Print Name)

Title: TREASURER

By: Richard C. Brown, Jr.  
RICHARD C. BROWN, JR.  
(Print Name)

Title: Vice President

STATE OF IOWA )  
 ) : ss  
COUNTY OF WOODBURY )

On this 4th day of October, 2018 before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph Twidwell and Richard Brown to me personally known, who being by me duly sworn, did state that they are the Treasurer and Vice President respectively, of said corporation, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the said Joseph Twidwell and Richard Brown as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

(SEAL) Amy Lynn Evans  
NOTARY PUBLIC in and for said COUNTY and STATE



**BILL OF SALE**

**KNOW ALL MEN by THESE PRESENTS:** That the Art Center Association of Sioux City, a non-profit corporation of Woodbury County, State of Iowa, in consideration of the sum of ONE DOLLAR and other good and valuable consideration, and pursuant to a certain contract for private redevelopment of public land dated August 30, 2004, by and between the Association and the City, does hereby sell, assign, transfer and set over unto the City of Sioux City, Iowa, of Woodbury County, State of Iowa, the following described property, to-wit: a 10,993 square foot metal honeycomb panel and glass building located on the following described property:

Plat of survey showing a part of Block 27, Sioux City East Addition to Sioux City, Woodbury County, Iowa, being a part of Lots 1, 2, 3, 4, 5 and 6, and part of the vacated alley between said Lots 1, 2, 3, 4, 5 and 6 in said Block 27.

All that part of Block 27, Sioux City East Addition to Sioux City, Woodbury County, Iowa, being a part of lots 1, 2, 3, 4, 5 and 6, and part of the vacated alley between said Lots 1, 2, 3, 4, 5 and 6 in said Block 27, all described as follows:

Beginning at the northwest corner of said Block 27, thence N 89°50'12" E along the north line of said Block 27 for 106.64 feet; thence S 00°04'33" E for 247.37 feet; thence N 89°55'27" E for 8.56 feet; thence S 00°21'09" W for 60.14 feet to a point 10.00 feet north of the south line of Block 27; thence S 89°49'41" W for 114.75 feet to a point 10.00 feet north of the southwest corner of said Block 27; thence N 00°04'33" W along the west line of said Block 27 for 307.54 feet to the point of beginning.

Said described parcel contains 33,296.5 square feet or 0.76 acres

The above named Buyer does hereby assent to becoming the owner of the above described property. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Signed this 4<sup>th</sup> day of October, 2018.

Art Center Association of Sioux City

By:

Joseph E. Johnson  
Joseph E. Johnson  
(Print Name)

Title:

Treasurer

By:

Richard C. Brown, Jr.  
RICHARD C. BROWN, JR.  
(Print Name)

Title:

VICE PRESIDENT

STATE OF IOWA )  
 : ss  
COUNTY OF WOODBURY )

On this 4 day of October, 2018 before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph Widwell and Richard Brown to me personally known, who being by me duly sworn, did state that they are the Treasurer and Vice President respectively, of said corporation, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Joseph Widwell and Richard Brown as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

(SEAL)

Amy Lynn Evans  
NOTARY PUBLIC in and for said COUNTY and STATE





September 26, 2018

City Council  
City of Sioux City  
PO Box 447  
Sioux City IA 51101

City of Sioux City Council Members:

The Art Center Association of Sioux City board of directors voted to approve a resolution to convey ownership of the Gilchrist Learning Center facility and grounds located at 220 Pierce St, Sioux City, IA 51101, from the Art Center Association of Sioux City to the City of Sioux City.

Minutes from the September 26, 2018, Art Center Association of Sioux City special meeting are attached.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ashley Mozak".

Ashley Mozak  
President, Art Center Association of Sioux City

Attachment: 1

AM:kw

MINUTES OF THE SPECIAL MEETING OF THE ART CENTER ASSOCIATION OF SIOUX CITY BOARD OF DIRECTORS, HELD WEDNESDAY, SEPTEMBER 26, 2018, AT THE SIOUX CITY ART CENTER, 225 NEBRASKA STREET, AT 12:00 P.M.

DIRECTORS PRESENT: ANNIE ALTHAUS, CYNTHIA DONOVAN, CHRIS HOLMAN, KEVIN MOLLAND, ASHLEY MOZAK, BRITNI NOBERT, JOE TWIDWELL

DIRECTORS EXCUSED: RICHARD BROWN, KATHY ERION, KATIE KRUSE (JUNIOR LEAGUE LIAISON), AMY LECHTENBERG, EMILY MILLS, RACHEL MOORE, RICHARD ROTH, KIM WINK

ALSO PRESENT: AL HARRIS-FERNANDEZ (ART CENTER DIRECTOR), ERIN WEBBER-DREESZEN (DEVELOPMENT COORDINATOR), KJERSTEN WELCH (RECORDING SECRETARY)

The meeting was called to order at 12:05 p.m. by President Ashley Mozak.

Resolution to Approve Transfer of Learning Center Ownership to City: Art Center Director Al Harris-Fernandez advised the board that a formal vote is required to transfer ownership of the Gilchrist Learning Center to the City

Joe Twidwell made a motion for the Art Center Association of Sioux City board of directors to approve a resolution to convey ownership of the Gilchrist Learning Center facility and grounds located at 220 Pierce Street, Sioux City, Iowa 51101 to the City of Sioux City, seconded by Cynthia Donovan; all present voting aye.

Adjournment: The meeting adjourned at 12:06 p.m.

**THE NEXT MEETING OF THE BOARD OF DIRECTORS WILL BE WEDNESDAY, OCTOBER 10, 2018.**



September 27, 2018

City Council  
City of Sioux City  
PO Box 447  
Sioux City IA 51101

City of Sioux City Council Members:

The Art Center Board of Trustees voted to support a resolution made by the Art Center Association of Sioux City to convey ownership of the Gilchrist Learning Center facility and grounds located at 220 Pierce St, Sioux City, IA 51101, from the Art Center Association of Sioux City to the City of Sioux City.

Minutes from the September 27, 2018, Art Center Board of Trustees special meeting are attached.

Sincerely,

A handwritten signature in cursive script that reads "Becky Meyer".

Becky Meyer  
Chair, Art Center Board of Trustees

Attachment: 1

BM:kw



**ART CENTER BOARD OF TRUSTEES  
UNAPPROVED MINUTES  
SPECIAL MEETING  
September 27, 2018**

A meeting of the ART CENTER BOARD OF TRUSTEES was held at 12:00 p.m., Sioux City Art Center, Gleeson Conference Room, 225 Nebraska Street, Sioux City, IA 51101.

<b>BOARD PRESENT</b>	<b>STAFF PRESENT</b>	<b>OTHERS</b>
Robert Gillespie	Al Harris-Fernandez, director	
Terri McGaffin	Kjersten Welch, recording sec'y	
Michael McTaggart		
Becky Meyer, chair		
<b>BOARD ABSENT</b>		
Gail Ament		
Jack Bristow		
Nan Wilson		

**1. CALL OF THE ROLL**

Meeting was called to order at 12:01 p.m. with chair Becky Meyer, Robert Gillespie, Terri McGaffin and Mike McTaggart in attendance.

**2. Support Resolution to Transfer Property:** Art Center Director Al Harris-Fernandez advised the board that a formal vote from the Art Center Association of Sioux City was required to transfer ownership of the Gilchrist Learning Center to the City.

At a special meeting held September 26, Art Center Association of Sioux City board member Joe Twidwell made a motion for the Art Center Association of Sioux City board of directors to approve a resolution to convey ownership of the Gilchrist Learning Center facility and grounds located at 220 Pierce Street, Sioux City, Iowa 51101 to the City of Sioux City, seconded by Cynthia Donovan; all Association board members present voting aye.

Art Center Trustee Mike McTaggart made a motion to support the Art Center Association of Sioux City's conveyance resolution, seconded by Terri McGaffin; all present voting aye.

Mr. Harris-Fernandez advised the board that at present time adequate pledges are due to the Gilchrist Learning Center project to reimburse the City of Sioux City for construction costs.

**9. ADJOURNMENT**

There being no further business, the meeting was adjourned at 12:06 p.m. on a motion by Mike McTaggart, seconded by Terri McGaffin; all voting aye.

Respectfully submitted,  
Kjersten Welch, Recording Secretary

<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:** October 15, 2018 **ACTION ITEM #** 8B

**FROM:** Gordon Phair City Engineer  
Justin Pottorff, Civil Engineer

**SUBJECT:** Resolution granting a permit to FiberComm to own, operate and maintain underground cable from the Southwest corner of Florence Avenue and Riverside Boulevard west to 851 Florence Avenue.

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

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**RECOMMENDATION:**

Staff respectfully requests the City Council approve the Resolution granting a permit to FiberComm of Sioux City, Iowa, to perform underground construction in the City's right-of-way for the installation of fiber optic network services from the southwest corner of Florence Avenue and Riverside Boulevard then west along the south right-of-way of Florence Avenue to 851 Florence Avenue.

**DISCUSSION:**

The City has received a letter from Tom Hunter of FiberComm for a permit to install underground cable commencing at the southwest corner of Florence Avenue and Riverside Boulevard. The proposed fiber route has been reviewed by the Army Corps of Engineers (USACE) as the proposed project is located within a critical area of the Sioux City – Big Sioux River LB Flood Risk Reduction Project (FRRP) and has been found to have no impacts to the flood control structure.

The fiber optic is being installed to serve the address of 851 Florence Avenue.

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

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

The attached route has been reviewed by several City Departments.

**FINANCIAL IMPACT:**

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

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure  
Focus Area – Grow Sioux City

**ALTERNATIVES:**

Council could deny permit to FiberComm

**ATTACHMENTS:**

Resolution  
Application (with Map)  
Insurance

**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION GRANTING A PERMIT TO FIBERCOMM TO OWN, OPERATE AND MAINTAIN UNDERGROUND CABLE FROM THE SOUTHWEST CORNER OF FLORENCE AVENUE AND RIVERSIDE BOULEVARD WEST TO 851 FLORENCE AVENUE.

WHEREAS, the City Council has received a request from FiberComm of Sioux City, Iowa (hereinafter referred to as "Applicant") to own, operate and maintain underground communication cable to be installed by Applicant in certain specified public right-of-ways; and

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

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

- Beginning at the southwest corner of Florence Avenue and Riverside Boulevard;
- Then west along the south right-of-way of Florence Avenue to 851 Florence Avenue; and

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

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

PASSED AND APPROVED: October 15, 2018

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

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



1605 9<sup>th</sup> Street  
Sioux City, IA 51101

712-224-2020  
800-836-2472

Fax: 712-258-8810  
www.fibercomm.net

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Engineering  
City of Sioux City  
405 6th Street  
P.O. Box 447  
Sioux City, Iowa 51102

9/12/2018

Subject: FiberComm Request for ROW Use: Florence Ave.

Dear Engineering,

FiberComm respectfully requests the City's consideration to grant permission and be placed on the Council's earliest agenda for approval to perform underground construction in the City's right-of-way/property for the installation of fiber optic underground facilities. Please see the enclosed aerial map/plan and narrative description of the project below.

Proposed Route Description

Underground construction will begin in the in southern right-of-way of Florence Ave. at the corner of Florence Ave. & Riverside Blvd where a FiberComm facilities hand hole currently exists. From this location one 1 ¼" duct will extend west along the south right-of-way of Florence Ave., for approximately 850' where a hand hole, flush to grade will be placed. Duct construction will extend west for approximately 450' onto private property of Brookings Municipal Utilities at 851 Florence Ave. where a hand hole, flush to grade will be place as where our construction will end.

Construction Dates

Estimated Start Date: Mid-Late September, 2018

Estimated Completion Date: Mid October, 2018

Underground Contractor

Tri-State Underground / Dave Brown  
Sioux City, IA  
712-281-0297

Method of Installation

Horizontal directional drilling (HDD) a trenchless method of installing underground ducts in a prescribed bore path by using a surface launched drilling machine with minimal impact on the surrounding area and environmental disruption.

Underground HDPE

All underground ducts placed will be at an approximate minimum depth of 40" whenever possible. 1 ¼" schedule 40 nonmetallic flexible raceway made from high density polyethylene (HDPE) for use in underground applications will be utilized providing durability and longevity.

Underground Enclosures (Hand Holes)

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

Iowa One Notices

All necessary Iowa One notices and associated locating costs will be the responsibility of FiberComm and underground contractor.

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

If the City has questions, suggestions, or recommendations that would be applicable to our construction plans, please do not hesitate to contact me.

Sincerely,



Tom Hunter  
224-2053 (direct)  
thunter@fibercomm.net

Enclosures

Fiber - Utility Installation Maintenance Permit Application  
Check Permit Fee (# )  
Work Area Map  
Certificate of Insurance Listing City of Sioux City – Additionally Insured  
Blanket Performance, Payment, & Maintenance Bond BD7900685622  
Corp Of Engineers Section 408 Reply Letter





# Fiber / Utility Installation & Maintenance Permit

## STANDARD PERMIT CONDITIONS

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

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

405 E Street • P.O. Box 447 • Sioux City, IA, 51102 [www.sioux-city.org](http://www.sioux-city.org)

712-279-8222  
712-279-8880

712-279-8158  
712-279-8179

712-279-8916  
712-279-8181

712-279-8349  
72-279-8850

712-279-8324  
712-279-8249

712-279-8885  
712-279-8412

712-279-4126  
712-279-6184





# Fiber / Utility Installation & Maintenance Permit

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

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

*JH*  
 Applicant's Initials

15" Storm Sewer on Florence South of the south curb from the alley east of Nash to Nash.  
 Crossing 84" Storm at Nash.  
 At Boise there is a 24" Sanitary, 8 foot deep south of the south curb line of Florence to the lift station.  
 Bore under the existing sidewalk/trail, do not trench across.  
 Restore any disturbed areas by hydroseeding.  
 Ensure that all concrete pourbacks are inspected by City Staff.

FIBERCOMM, INC.  
1905 5TH ST  
SIoux CITY, IA 51101

5084  
0-4126

9/14/2018

Pay to the Order of City of Sioux City \$ 250.00  
Two Hundred Fifty & 00/100

SECURITY NATIONAL BANK

no permit fee. W0 125X40

*[Signature]*

*[Redacted]*



Parcel: 094023178011  
 Deed Holder: Brookings Municipal Utilities  
 Address: 851 Florence Ave

Approx. Cell Tower Size  
 Approx. Depth: 20'-48"  
 1' 6.25" dia  
 1' 32"

Approx. Cell Tower Size  
 Approx. Depth: 20'-48"  
 1' 6.25" dia  
 1' 32"

## BLANKET PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, FiberComm, LC as Principal (hereinafter called "Principal") and Nationwide Mutual Insurance Company, as Surety are held and firmly bound unto the City of Sioux City, Iowa, as

Obligee, (hereinafter called "Jurisdiction") and to all persons who may be injured by any breach of any conditions of this Bond in the total aggregate penal sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

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

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

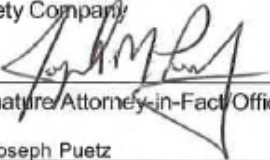
Dated this 9th day of April, 2018

**SURETY:**

**PRINCIPAL:**

Nationwide Mutual Insurance Company  
Surety Company

Fiber Comm, LC

By:   
Signature/Attorney-in-Fact/Officer

By:   
Signature

Joseph Puetz  
Name of Attorney-in-Fact/Officer

Jeff Zyzda  
Name (Print/Type)

Nationwide Mutual Insurance Company  
Company Name

Manager  
Title

1100 Locust Street, Dept. 2006  
Company Address

PO Box 416  
Address

Des Moines, Iowa 50391-2006  
City, State, Zip Code

Sioux City, Iowa 51102  
City, State, Zip Code

866.387.0457  
Company Telephone Number

712.224.2020  
Telephone Number

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

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

**JANET NOWLEN  
JOSEPH M. PUETZ  
MARK A. LENNON**

**KEITH M. SHELLHAMMER  
KYLE A. KONOPASEK**

**LYNN A. MILLS  
DIANE L. HACK**

**SIOUX CITY IA**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**ONE MILLION AND NO/100 DOLLARS**

**\$ 1,000,000.00**

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13<sup>th</sup> day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

**ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Allitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

**CERTIFICATE**

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 9<sup>th</sup> day of April, 2018.

  
Secretary

This Power of Attorney Expires 09/16/19

BDJ 1(03-14) 00



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, OMAHA DISTRICT  
1816 CAPITOL AVENUE  
OMAHA NE 68102-4901

AUG 27 2018

Readiness Branch

Mr. Gordon Phair  
City Engineer  
405 6th Street  
Sioux City, Iowa 51102

Dear Mr. Phair:

The Omaha District of the U.S. Army Corps of Engineers (USACE) has performed an evaluation of your request, dated March 14, 2018, to review the proposed FiberComm project for Swiftel Communications near 851 Florence Avenue. The proposed project is located within the critical area of the Sioux City - Big Sioux River LB Flood Risk Reduction Project (FRRP) operated and maintained by the City of Sioux City, Iowa pursuant to Section 14 of the Rivers and Harbors Act of 1899, 33 U.S.C. § 408 (Section 408).

Based on this evaluation, the Omaha District grants the request to alter the FRRP contingent upon the incorporation of the enclosed comments. The technical review was performed by Engineering Division (Geotechnical Engineering Section) and Planning Division (Environmental Resources Section). A resubmittal is not required.

For any questions regarding this evaluation, please contact Ms. Jen Gitt at (402) 995-2443 or [Jennifer.L.Gitt@usace.army.mil](mailto:Jennifer.L.Gitt@usace.army.mil).

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew S. Krajewski".

✓ Matthew S. Krajewski, P.E.  
Chief, Readiness Branch  
Operations Division

Enclosures

cc:  
CENWO-EDG-A (Gaare/Blankers)  
CENWO-PMA-C (Laux/Vandenberg)  
CENWO-ODM-R (Callaghan)

## MEMORANDUM FOR CENWO-ODE (J. Gitt)

SUBJECT: Section 408 - Big Sioux River Flood Risk Reduction Project Left Bank Levee System, Sioux City, Iowa – Proposed FiberComm Horizontal Directional Drilling Installation to Swiftel Cell Tower

1. The U.S. Army Corps of Engineers (USACE) received a Section 408 review submittal from FiberComm L.C., Sioux City, Iowa, on behalf of the City of Sioux City regarding a proposed horizontal directional drilling (HDD) utility installation to install one 12F fiber optic cable in a 1.25" duct starting at Riverside Blvd. and ending at the Swiftel Cell Tower, which is located adjacent to the downstream end of the Big Sioux River Flood Risk Reduction Project (FRRP) left bank levee. The alignment of the proposed fiber optic cable installation is along Florence Ave., turning southwest onto private property, and then turning westward to the cell tower. Additional route and installation details are given in paragraphs 4 and 5 below. The proposed cable installation is located within the critical area of the Big Sioux River FRRP left bank levee.
2. The submittal package consists of: 1) a letter dated 20 March 2018 from Tom Hunter, FiberComm L.C. to Readiness Branch, CENWO-ODE, USACE Omaha District, with Subject: FiberComm request for Corps of Engineers Section 408 Technical Review: Florence Ave., 2) a letter from the Gordon L. Phair, P.E., City Engineer, City of Sioux City, stating that the city has no objections to the proposed work, 3) a completed form titled Programmatic Environmental Assessment, Categorical Permissions Section 408 Alterations to Existing U.S. Army Corps of Engineers Civil Works Project, 33 U.S.C. Section 408 Iowa, January 2017, 4) an aerial map showing the location of the proposed FiberComm underground utility installation, 5) a street map from the National Levee Database showing the Big Sioux River left bank levee location at the proposed utility installation work area, and 6) two photos showing the Big Sioux River left bank levee and adjacent area at of the proposed utility installation work area.
3. The USACE has a congressionally mandated responsibility to ensure that the federally constructed Big Sioux River FRRP is appropriately operated and maintained. Proposed alterations to or near flood risk reduction projects require USACE review to: 1) ensure that any work proposed within or near the flood risk reduction project does not reduce the level of protection provided by the project, and 2) assure that the continued integrity of the flood risk reduction system is not jeopardized by any alteration to existing conditions in the area. Public safety concerns must be taken into consideration when proposed alterations to or near the flood risk reduction project affect the integrity of the project. The local project sponsor (City of Sioux City) is responsible for controlling all construction activities at or near the project to prevent any adverse impact to the flood risk reduction system.
4. Description of Cable Route. In general, the proposed route of the new underground utility installation (1.25" duct and 12F fiber optic cable) does not cross beneath or through the Big Sioux River left bank levee. The cable route is on the riverside of the levee and parallels the levee toe at the area of the downstream levee tie off to high ground.

The proposed underground construction begins approximately 760 ft. east of the downstream end of the left bank levee in the southwest right-of-way of the intersection of Florence Ave. and Riverside Blvd., where there is an existing FiberComm hand hole. From the hand hole, new 1.25" duct and 12F cable will be installed along the south right-of-way of Florence Ave. for an



CENWO-EDG-A

SUBJECT: Section 408 - Big Sioux River Flood Risk Reduction Project Left Bank Levee System, Sioux City, Iowa – Proposed FiberComm Horizontal Directional Drilling Installation to Swiftel Cell Tower

approximate distance of 850 ft. where a flush-to-grade hand hole will be placed. The flush-to-grade hand hole will be located approximately 25 ft. south (riverward) of the downstream end of the levee. From this new hand hole, 1.25" duct and 12F cable will be installed south and west within the property of 851 Florence Blvd. (deed holder: Brookings Municipal Utilities) for an approximate distance of 450 ft. to the Swiftel Cell Tower. A new hand hole will be installed at the end of the underground installation at the Swiftel Cell Tower and new hand hole is located approximately 95 ft. south (riverward) of the downstream end of the left bank levee.

5. Method of Installation and Underground Facilities. It is stated in the Section 408 review submittal from FiberComm L.C. that the HDD method of installing the underground duct will comply with Corps of Engineers HDD technique requirements. The submittal defines horizontal directional drilling as a trenchless method of installing underground ducts in a prescribed bore path by using a surface launched drilling machine with minimal impact on the surrounding area and environmental disruption. The underground duct will be placed at an approximate minimum depth of 40" (3.33 ft.) whenever possible. The 1.25" diameter duct for use in underground applications will be Schedule 40 nonmetallic flexible raceway consisting of high-density polyethylene (HDPE), which as stated will provide durability and longevity. The new hand holes to be installed will be flush-to-grade concrete made of precast polymer concrete reinforced with fiberglass conforming to current ANSI/SCTE 77 Specifications of Underground Enclosure Integrity. The dimensions of the installed hand holes will be 49-5/8"x32-1/8". Each new hand hole will have a 22,000 lb. load rated cover.

6. The following comments are based on the submitted documents for review. There are several site factors that aid in a safe installation of the fiber optic cable in terms of not degrading the integrity of the levee. These factors are:

- The proposed new fiber optic cable route does not cross beneath or through the levee. The fiber optic cable route parallels the riverside levee toe, with a majority of the route in the vicinity of the levee approximately 100 ft. south (riverward) of the levee toe.
- The existing upper layers of subsurface material in the area consist of impervious clay material (CL and CH, >25' thickness). Potential seepage during a flood event through the foundation materials at the utility installation is not anticipated due to the presence of the impervious clay subsurface materials.
- The maximum levee height in the reach of the utility installation is approximately 3.6 ft. The fiber optic cable route is adjacent to the downstream end of the levee (i.e., levee tie off to high ground). This equates to low pressure head above the utility installation during a flood event, further reducing seepage concerns.

The utility installation procedures should be supplemented to include the following items. With the implementation of these items a resubmittal of the HDD utility installation plan is not required.

- a. Entrance and exit pits (bore pits) for the HDD utility installation located in the vicinity of the levee shall be backfilled with soils classified as clay (CL or CH) in accordance with ASTM D 2487. The backfill material shall be placed with a maximum 8-inch loose lift thickness, with

CENWO-EDG-A

SUBJECT: Section 408 - Big Sioux River Flood Risk Reduction Project Left Bank Levee System, Sioux City, Iowa – Proposed FiberComm Horizontal Directional Drilling Installation to Swiftel Cell Tower

each lift compacted using mechanical means to achieve a density of at least 95% Standard Proctor (ASTM D 698) at a moisture content between -1% to 4% of optimum moisture content. Wheel-tracking or bucket tamping are not acceptable compaction methods.

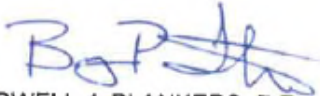
b. In the vicinity of the levee the ends of the 1.25" duct shall be sealed (encased in concrete) to provide a collar that prevents interior seepage within the duct during a flood event.

c. Due to the proposed shallow installation depth (minimum 3.33 ft) of the 1.25" duct, drilling mud pressures shall be kept as low as possible to prevent fracturing of the subsurface soils during installation.

d. The aerial imagery used for the utility installation map is out of date and does not show the recently constructed concrete recreational/bike trail and access trail on top of and adjacent to the levee crest. The proposed hand hole shown in the map as well as any bore pits at this location need to be placed in a location where they will not disturb the trail. During utility installation warning signs shall be placed at the trail for the safety of trail users.

7. These comments pertain only to geotechnical and levee safety issues related to the proposed fiber optic cable HDD installation between Riverside Blvd. and the Swiftel Cell Tower and its potential impact to the Big Sioux River FRRP. These comments do not constitute Corps of Engineer's approval of any permits that otherwise may be required.

8. If you have any questions regarding this memorandum, please contact Dennis Gaare at 402-995-2246 or the undersigned at 402-995-2323.

  
LOWELL J. BLANKERS, P.E.  
Levee Safety Program Manager  
Geotechnical Engineering & Sciences Branch  
Engineering Division

CF:  
CENWO-ODG-P (Callaghan)

July 2018

**Tiered NEPA Document for  
Categorically Permitted Alterations to  
Existing U.S. Army Corps of Engineer Civil Works Projects**

Proposed Categorically Permitted Alterations (Check all that apply)	
<input type="checkbox"/>	Utilities under the levee: <ul style="list-style-type: none"><li>Open cut: Within the project Right of Way (ROW) levee embankment material is removed and then replaced according to design criteria for placement of the utility.</li></ul>
<input checked="" type="checkbox"/>	<ul style="list-style-type: none"><li>Horizontal Directional Drill: A pit is excavated on either side of the levee, usually outside the project ROW, and then pressure and drilling fluids are used to place the utility under levee embankment/channel section.</li></ul>
<input type="checkbox"/>	<ul style="list-style-type: none"><li>Jack and Bore: A pit is excavated on either side of the levee, usually outside the project ROW (in agricultural fields or on urban locations), and then the utility is mechanically placed under the surface.</li></ul>
<input type="checkbox"/>	Replacement of drainage structures: <ul style="list-style-type: none"><li>The existing structures are demolished and a new structure is constructed per USACE design criteria. All work typically remains within the project ROW.</li></ul>
<input type="checkbox"/>	Abandonment of drainage structures: <ul style="list-style-type: none"><li>Grout is placed inside an existing pipe and gatewell structure (to an elevation above the top invert of the pipe inside the gatewell) to fill all voids.</li></ul>
<input type="checkbox"/>	Removal of drainage structures: <ul style="list-style-type: none"><li>An existing structure is demolished and replaced with compacted fill material.</li></ul>
<input type="checkbox"/>	Construction of a Bike trail on top of levee (including rest stations): <ul style="list-style-type: none"><li>Gravel surfacing, concrete, or asphalt is placed on top of the existing levee crest. Placement of any material cannot degrade the authorized level of flood protection.</li></ul>
<input type="checkbox"/>	Installation of relief wells: <ul style="list-style-type: none"><li>A hole is bored into the earth's surface some distance away from the landside toe of the levee and a relief well is then installed.</li></ul>
<input type="checkbox"/>	Abandonment of relief wells: <ul style="list-style-type: none"><li>Existing relief wells are grouted full and then abandoned per State and other applicable requirements.</li></ul>
<input type="checkbox"/>	Installation of pump stations: <ul style="list-style-type: none"><li>A pump structure is constructed on the landside of the levee near a water feature (ditch or channel).</li></ul>
<input type="checkbox"/>	Repair of pump stations: <ul style="list-style-type: none"><li>Components of the pump station (pump, electrical controls, etc.) may be repaired or replaced or the entire pump station itself may be replaced.</li></ul>
<input type="checkbox"/>	Modification of existing drainage structures: <ul style="list-style-type: none"><li>Slip lining – Slip lining, a trenchless method for repairing structural or environmental damages to a pipe, is completed by installing a smaller “carrier pipe” into the larger “host pipe” grouting the annular space between the two pipes, and sealing the ends.</li></ul>

Programmatic Environmental Assessment  
Categorical Permissions, Section 408 Alterations  
To Existing U.S. Army Corps of Engineers Civil Works Projects  
Iowa  
March 2018

# Record of Environmental Consideration

**Project Name:** Horizontal Directional Drilling of Fiber Optic Cable to Swiftel Cell Site.

**Project Location:** 851 Florence Avenue, Sioux City, Woodbury County, Iowa.

**Project Description:** Horizontal directional drilling of an underground HDPE pipe from the corner of Riverside Boulevard and Florence Avenue to 851 Florence Avenue to Brookings Municipal Utilities.


**Name and Date of Original NEPA document:** *Programmatic Environmental Assessment & Finding of No Significant Impact, Categorical Permissions, Section 408 Alterations to Existing U.S. Army Corps of Engineers Civil Works Projects, 33 U.S.C. Section 408, Iowa, January 2017*

**Status of Existing NEPA Documentation:** A FONSI was prepared for Categorically Permitted Alterations in the state of Iowa and signed by Omaha District Commander Colonel John W. Henderson, P.E. in March 2017. Factors considered in making that determination included considerations as to whether or not the proposed alteration would be injurious to the public interest, adversely affect the U.S. Army Corps of Engineers ability to meet its authorized purposes, or result in significant adverse impacts to the human environment.

**Rational Used to determine if this Record of Environmental Consideration (REC) is Appropriate:**

- The proposed action is Categorically Excluded from NEPA requirements.
- The proposed alteration is included on the list of Categorically Permitted Alterations contained within the Programmatic Environmental Assessment as identified above.
- The proposed action has been adequately assessed in an existing NEPA document and determined to not present the potential for significant adverse effects to the human environment, be injurious to the public interest, or adversely affect the U.S. Army Corps of Engineers ability to meet its authorized purposes.
- Reevaluation of the potential Environmental Effects has been completed as demonstrated on the attached. (Review Completed).

7/30/18  
Date

  
Eric Laux, Chief  
Environmental Resources and Missouri  
River Recovery Program Plan Formulation  
Section

Programmatic Environmental Assessment  
Categorical Permissions, Section 408 Alterations  
To Existing U.S. Army Corps of Engineers Civil Works Projects  
Iowa  
March 2018

Permits/certifications have been obtained (copy attached).

**D. Fish and Wildlife Coordination Act**

No water body would be affected, modified, or controlled by the project.

A water body would be affected, modified, or controlled by the project.

Coordination with the U.S. Fish and Wildlife Service was conducted.

No recommendations offered by the U.S. Fish and Wildlife Service.

Recommendations provided by the U.S. Fish and Wildlife Service.

Project conditions would be required. See explanation in Section V.

**E. Clean Air Act**

No significant air quality emissions would result from the proposed project and no National Ambient Air Quality Standards would be exceeded.

**F. Migratory Bird Treaty Act**

No take of migratory birds would occur from the project.

**G. Bald and Golden Eagle Protection Act**

No take of bald or golden eagles would occur from this project.

**H. Noise Control Act**

No permanent noise would result from the proposed project.

**G. Vegetation**

No more than a minor amount of vegetation would be disturbed and vegetation impacts would be offset by returning the area to conditions that existed prior to the construction-related disturbance.

**H. Recreation**

No permanent impacts to recreation would result from the proposed alteration.

Programmatic Environmental Assessment  
Categorical Permissions, Section 408 Alterations  
To Existing U.S. Army Corps of Engineers Civil Works Projects  
Iowa  
March 2018

## IV. Extraordinary Circumstances

Based on review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

Note: A "Yes" under any circumstance may require the preparation of a stand-alone Environmental Assessment or Environmental Impact Statement.

- | Yes                      | No                                  |                                                                                                                                                                                                                                                    |
|--------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (i) The scope is greater than normally experienced for the particular action being implemented.                                                                                                                                                    |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (ii) The proposed action has a high level of controversy.                                                                                                                                                                                          |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (iii) Potential for degradation, even though slight, of an already degraded condition.                                                                                                                                                             |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (iv) Employment of unproven or unique technology.                                                                                                                                                                                                  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (v) Presence of hazardous or toxic substances at levels which exceed Federal, state, or local regulations or standards.                                                                                                                            |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (vi) Potential for adverse effects on health or safety.                                                                                                                                                                                            |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (vii) Potential to violate federal, state, local, or tribal law.                                                                                                                                                                                   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (viii) Potential for significant cumulative impacts when the proposed action is combined with other past, present, and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves. |

## V. Required Project Conditions

No additional project conditions are required.

Project conditions are required. (Include sub-heading and describe the required project conditions).

Based on this review and coordination with the resource agencies, no new significant impacts on the environment are anticipated. Consequently, it is not necessary to prepare an Environmental Impact Statement or new Environmental Assessment. This Record of Environmental Consideration is considered adequate NEPA documentation for this action because the proposed project impacts were adequately covered in the Programmatic NEPA document.

Programmatic Environmental Assessment  
Categorical Permissions, Section 408 Alterations  
To Existing U.S. Army Corps of Engineers Civil Works Projects  
Iowa  
March 2018



1605 9<sup>th</sup> Street  
Sioux City, IA 51101

712-224-2020  
800-836-2472

Fax: 712-258-8810  
www.fibercomm.net

Corp of Engineers  
Readiness Branch, CENWO-ODE  
USACE Omaha District  
1616 Capitol Avenue  
Omaha, NE 68102

3/20/2018

Subject: FiberComm request for Corp of Engineers Section 408 Technical Review: **Florence Ave.**

To whom it may concern,

FiberComm respectfully requests a section 408 technical review request from the Corp of Engineers for underground construction near the Big Sioux levee and onto the property of 851 Florence Ave., in Sioux City, IA.

Please see the enclosed aerial map/plan and narrative description of the project below. The project related to providing telecommunications services to a FiberComm customer Swiftel Communications.

#### Proposed Route Description

Underground construction will begin in the southwest right-of-way of the intersection of Florence Ave. and Riverside Blvd. where a FiberComm hand hole exists. From this location one 1.25" duct will extend west along the south right-of-way of Florence Ave. for approximately 850' where a hand hole, flush to grade will be placed adjacent 603 Bruner Ave. From this location construction will extend south and west on to the property of 851 Florence Ave. where construction within the right-of-way will end. The construction within the private property will be approximately 450'

#### Construction Dates

Estimated Start Date: Early-Mid May, 2018

Estimated Completion Date: Mid-Late June, 2018

#### Underground Contractor

Tri-State Underground / Dave Brown

Sioux City, IA

712-281-0297

#### Method of Installation

Horizontal directional drilling (HDD) a trenchless method of installing underground ducts in a prescribed bore path by using a surface launched drilling machine with minimal impact on the surrounding area and environmental disruption to comply with Corp of Engineers HDD technique requirements.

#### Underground HDPE

All underground ducts placed will be at an approximate minimum depth of 40" whenever possible. 1.25" schedule 40 nonmetallic flexible raceway made from high-density polyethylene (HDPE) for use in underground applications will be utilized providing durability and longevity.



**FiberComm**  
 712-224-2020  
 1605 9th St.  
 Sioux City, IA 51101

PROJECT: Proposed Fiber Build: to 851 Florence Ave. (Swiftel Cell Tower— Riverside)  
 DATE: Feb 2018 CONTACT: Tom Hunter thunter@fibercomm.net SCALE: Not to Scale PAGE: 1 of 1

- Existing FiberComm/Others Hand Hole
- Existing FiberComm Underground Facilities
- Proposed FiberComm/City Hand Hole
- Proposed FiberComm Underground Facilities







**RESOLUTION NO. 2018 - \_\_\_\_\_**

RESOLUTION CANCELLING THE PURCHASE ORDER ISSUED TO SIOUX CITY FORD IN THE AMOUNT OF \$136,000.00 FOR THE PURCHASE OF FOUR (4) FORD POLICE INTERCEPTOR ALL WHEEL DRIVE VEHICLES FOR USE BY THE SIOUX CITY POLICE DEPARTMENT AND RESCINDING RESOLUTION NO. 2018-0735 (RFB #253351)

WHEREAS, on September 10, 2018, pursuant to Resolution No. 2018-0735, the City Council awarded a purchase order to Sioux City Ford of Sioux City, Iowa in the amount of \$136,000.00 for the purchase of four (4) Ford Police Interceptor all wheel drive vehicles for use by the Sioux City Police Department; and

WHEREAS, Sioux City Ford has indicated they cannot fulfil the purchase order due to oversight during the bidding process; and

WHEREAS, the City Council is advised and does believe that the purchase order should be cancelled and Resolution No. 2018-735 rescinded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the purchase order awarded to Sioux City Ford of Sioux City, Iowa in the amount of \$136,000.00 for the purchase of four (4) Ford Police Interceptor all-wheel drive vehicles for use by the Sioux City Police Department be and the same is hereby cancelled.

BE IT FURTHER RESOLVED that Resolution No. 2018-0735 passed and approved September 10, 2018 be and the same is hereby rescinded.

PASSED AND APPROVED: October 15, 2018

\_\_\_\_\_  
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:** October 15, 2018 **ACTION ITEM #** 9B

Rex Mueller, Police Chief  
David Carney, Public Works Director

**FROM:** Darrel Bullock, Fleet Supervisor  
Spero Vlahoulis, Purchasing Manager  
Donna Forker, Finance Director

**SUBJECT:** Resolution awarding a purchase order to Ed Stivers Ford, Inc. of Waukee, Iowa, in the amount of \$145,952.00 for the purchase of four (4) Ford Police Interceptor All Wheel Drive Vehicles for use by the Sioux City Police Department (RFB #253351).

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

**RECOMMENDATION:**

Staff respectfully requests the City Council approve a purchase order to Ed Stivers Ford, Inc. of Waukee, Iowa, in the amount of \$145,952.00 for the purchase of four (4) Ford Police Interceptor All Wheel Drive Vehicles for use by the Sioux City Police Department (RFB #253351).

**DISCUSSION:**

Invitations to bid were sent to twelve (12) vendors able to provide Ford Police Interceptor All Wheel Drive Vehicles. Four (4) qualifying bids were received. The low bid was approved by City Council on September 10, 2018 per Resolution No. 2018-0735. The vendor cannot complete the purchase order and the Resolution is also on today's agenda to be rescinded. The other bids are as follows:

RFB #253351 Purchase of Four (4) Ford Police Interceptors			
	Ed Stivers Ford, Inc. Waukee, Iowa	Jensen Motors, Inc. LeMars, Iowa	Charles Gabus Ford Des Moines, Iowa
Price	\$36,488.00 Each \$145,952.00 Total	\$37,730.00 Each \$150,920.00 Total	\$37,790.82 Each \$151,163.28 Total
Price Difference from Low Bid	Not Applicable	\$1,242.00 Each \$4,968.00 Total	\$1,302.82 Each \$5,211.28 Total
Percentage Difference from Low Bid	Not Applicable	3.40%	3.57%

**FINANCIAL IMPACT:**

Funds are available in account #609-6759-488.43-01, CMG Rolling Equipment, Licensed Vehicles, available balance is \$1,140,790.57.

**RELATIONSHIP TO STRATEGIC PLAN:**

Relationship complies with City Operational Plans.

**ALTERNATIVES:**

Reject the bids.

**ATTACHMENTS:**

Resolution.

**RESOLUTION NO. 2018 - \_\_\_\_\_**

RESOLUTION AWARDDING A PURCHASE ORDER TO ED STIVERS FORD, INC. OF WAUKEE, IOWA, IN THE AMOUNT OF \$145,952.00 FOR THE PURCHASE OF FOUR (4) FORD POLICE INTERCEPTOR ALL WHEEL DRIVE VEHICLES FOR USE BY THE SIOUX CITY POLICE DEPARTMENT (RFB #253351).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that a purchase order be issued to Ed Stivers Ford, Inc. of Waukee, Iowa, in the amount of \$145,952.00 for the purchase of four (4) Ford Police Interceptor All Wheel Drive Vehicles for use by the Sioux City Police Department (RFB #253351).

PASSED AND APPROVED: October 15, 2018

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

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

<b>x</b>	<b>Regular Session</b>
	<b>Study Session</b>
	<b>Closed Session</b>

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

**MEETING DATE:** October 15, 2018 **ACTION ITEM #** 10

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

**A. ON-PREMISE SALES**

1. **CLASS C LIQUOR LICENSE** (liquor/wine/beer/wine coolers/carry-out)
  - A. **Jim's, 4503 Stone Avenue (Renewal)**
2. **SPECIAL CLASS C LIQUOR LICENSE** (wine/beer/wine coolers/carry-out)
  - A. **5 Star Nails & Spa Inc., 3419 Singing Hills Boulevard (Renewal)**

**B. OFF PREMISE SALES**

- SUBJECT:**
1. **CLASS B WINE PERMIT** (wine only)
    - A. **Casey's General Store No. 2275, 1000 Riverside Boulevard (Add Privilege)**
    - B. **Casey's General Store No. 3009, 4301 Stone Avenue (Add Privilege)**
    - C. **Kum & Go No. 251, 1005 Gordon Drive (Renewal)**
  2. **CLASS C BEER PERMIT** (beer/wine coolers)
    - A. **Kum & Go No. 251, 1005 Gordon Drive (Renewal)**
    - B. **Sarg's Mini Mart, 3407 Glenn Avenue (Renewal)**
  3. **CLASS E LIQUOR LICENSE** (liquor only)
    - A. **Kum & Go No. 251, 1005 Gordon Drive (Renewal)**

---

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

---

**RECOMMENDATION:**

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

**DISCUSSION:**

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

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

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

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

**FINANCIAL IMPACT:**

The % of the local authority share of liquor license fees gathered by the State of Iowa Alcoholic Beverages Division varies from license to license; the City collected \$110,156.27 in FY2018.

**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



**ART CENTER BOARD OF TRUSTEES  
UNAPPROVED MINUTES  
SPECIAL MEETING  
September 27, 2018**

A meeting of the Art Center Board of Trustees was held at 12:00 p.m., Sioux City Art Center, Gleeson Conference Room, 225 Nebraska Street, Sioux City, IA 51101.

<b><u>BOARD PRESENT</u></b>	<b><u>STAFF PRESENT</u></b>	<b><u>OTHERS</u></b>
Robert Gillespie	Al Harris-Fernandez, Director	
Terri McGaffin	Kjersten Welch, Recording Secretary	
Michael McTaggart		
Becky Meyer, chair		
<b><u>BOARD ABSENT</u></b>		
Gail Ament		
Jack Bristow		
Nan Wilson		

**1. CALL OF THE ROLL**

Meeting was called to order at 12:01 p.m. with chair Becky Meyer, Robert Gillespie, Terri McGaffin and Mike McTaggart in attendance.

**2. Support Resolution to Transfer Property:** Art Center Director Al Harris-Fernandez advised the board that a formal vote from the Art Center Association of Sioux City was required to transfer ownership of the Gilchrist Learning Center to the City.

At a special meeting held September 26, Art Center Association of Sioux City board member Joe Twidwell made a motion for the Art Center Association of Sioux City board of directors to approve a resolution to convey ownership of the Gilchrist Learning Center facility and grounds located at 220 Pierce Street, Sioux City, Iowa 51101 to the City of Sioux City, seconded by Cynthia Donovan; all Association board members present voting aye.

Art Center Trustee Mike McTaggart made a motion to support the Art Center Association of Sioux City's conveyance resolution, seconded by Terri McGaffin; all present voting aye.

Mr. Harris-Fernandez advised the board that at present time adequate pledges are due to the Gilchrist Learning Center project to reimburse the City of Sioux City for construction costs.

**9. ADJOURNMENT**

There being no further business, the meeting was adjourned at 12:06 p.m. on a motion by Mike McTaggart, seconded by Terri McGaffin; all voting aye.

Respectfully submitted:  
Kjersten Welch, Recording Secretary

**CIVIL SERVICE COMMISSION  
SPECIAL MEETING MINUTES  
September 20, 2018**

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

<b>PRESENT</b>	<b>ABSENT</b>	<b>OTHERS</b>
Dr. Cyndi Hanson, Member	Sandra Pearson, Member - Excused	Theo McElhose, MS, Clerk to the Commission
Lisa Bertrand, Member	Frank Baron, Chair - Excused	Pete Groetken, Council
Brad Mellang, Member		Karen Mackey, Human Rights Director
		Janelle Bertrand, Human Resources Director
		Justin Vondrak, Assistant City Attorney II
		Joe Fontenot, WWTP Superintendent
		Mark Simms, Utilities Director
		Spero Vlahoulis,

Call of the roll

*Commissioner Bertrand moved to call the Civil Service Commission meeting to order at 12:10 P.M.*

*Hanson – aye. Mellang – aye; Bertand – aye;*

**Grant Civil Service status to the position of Contract Specialist (entrance)**

*Hanson moved to grant civil service status to the position. Mellang second.*

*Hanson – aye. Mellang – aye; Bertand – aye;*

**Approve testing process and rules for Contract Specialist position (entrance)**

Bertrand asked if there were any discussions. No.

*Hanson moved to approve civil service testing process and rules in question. Mellang second.*

*Hanson – aye. Mellang – aye; Bertand – aye;*

**Review and action upon proposed candidates for employment in the Fire Department; Candidates # 6 and #18**

*Bertrand asked for a motion to move to closed session. Hanson motioned to go into closed session. Mellang second.*

*Hanson – aye. Mellang – aye; Bertand – aye;*

Commission entered closed session at 12:13 PM.

*Hanson moved to go back to open session. Mellang second*

Commission went back to open session at 12:15 P.M.

*Hanson – aye. Mellang – aye; Bertand – aye;*

*Hanson moved to approve candidates in question. Mellang second.*

*Hanson – aye. Mellang – aye; Bertand – aye;*

### **Discussions regarding Wastewater Treatment Plant Operator and Wastewater Treatment Plant Operator-in-Training positions:**

Janelle Bertrand explained the history of the positions. These are specialized positions. The challenges faced in hiring for the positions and the certification required for the WWTP Operator were discussed. Vondrak further clarified the proposed changes. Fontenot explained state certification requirements. Hanson asked how this would work; hiring candidates at each level. Commissioner Bertrand asked about the budget impact and Mellang asked for clarification regarding certification. Today staff is bringing forth discussions and staff will in the future bring the proposed changes.

### **Review 2017 – 2018 Annual Report**

The Commission was busy this past fiscal year. Janelle Bertrand asked if the Commissioners had any questions on the annual report. Goals were reviewed and revised for this year. Vondrak will review and update the Local Civil Service Rules and bring to the Commission.

### **Discussion Regarding Written Examinations and Oral Examinations practices:**

Janelle Bertrand shared with the Commissioners the recent changes/updates in the processes and in the department:

Using laptops and flash drives for Oral Exams and Resume Reviews.

Scanning tests after each exam process.

Online applications.

NeoGov; using it for communication with applicants; using email instead of regular mail. Hanson asked about the accessibility of on-line application for candidates who can't fill an application on line, what are the options? Janelle Bertrand explained the available resources in the HR office. The Sioux City Public Library was discussed as an option.

E-signature.

Working with supervisors to create Oral and Written Examinations; does the Commission want to come a few days before the Oral Exam to create the exam with the supervisor? Hanson said she appreciated work being done ahead of time which makes the process thoughtful, objective and more measurable.

Updating position descriptions; Hanson said she was happy to hear the City is updating position descriptions.

### **Review of minutes of the meeting of July 10, 2018**

Bertrand asked if there were any additions or corrections. Hanson pointed out a correction to the title. It should read Meeting Minutes and not Meeting Agenda.

Other Business

Bertrand asked if there was any other business. Janelle Bertrand reminded Commissioners about the appreciation dinner on October 9, 2018.

*Commissioner Bertrand motioned to adjourn. Hanson moved. Mellang second.*

*Meeting adjourned at 12:41 P.M.*

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Clerk of Commission

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Chairperson

# **LIBRARY BOARD OF TRUSTEES**

## **Regular Meeting**

### **September 21, 2018**

The regular meeting of the Board of Trustees of the Sioux City Public Library was held on Wednesday, September 21, 2018 in the Conference Room of The AalFs Downtown Library.

**MEMBERS PRESENT:** David Halaas, Charles McKenny, Richard Moon, Janet Plathe, Todd Stanley, Jane Vereen

**MEMBERS ABSENT:** Hope Schaefer

**STAFF PRESENT:** Helen Rigdon, Angela Beeck, Adrienne Jansen

**Visitors:** Matt Basye, FEH Design

1. President Todd Stanley called the meeting to order at 3:31 p.m.
2. Roll call was taken.
3. The agenda was approved
4. Approve the Minutes – August 8, 2018 [Action Item]

Moon moved approval of the minutes from August 8, 2018. McKenny seconded. Motion approved unanimously.

5. Director's Report  
Rigdon stated that she has been busy preparing for the City Council meeting on October 8 for approval of the bids for the Morningside Branch Library renovation. Rigdon, Leiss and Beeck have been preparing the City Operating Budget FY20. Leiss and Beeck have been working on the State Library annual report and it is almost complete. The Library continues our outreach programs. The Friends of the Sioux City Public Library will be having a holiday book sale in the Gleeson Room on November 17 and 18.

Plathe entered the meeting 3:33 p.m.

#### A. Staff Spotlight – Summer Reading Wrap-up

Adrienne Jansen, Youth Services Manager, shared with the trustees the highlights of the Summer Reading program. Nearly 2500 kids came to the library this year during the Summer Reading program. Different ways kids visited the Library were with their family, group visits, or one-time tour groups. Jansen stated that her department found a more effective way to engage the groups by letting them choose what type of activities they would like to participate in during their visits. We had great kickoff events for Summer Reading this year. At the AalFs Downtown Library we celebrated the 25<sup>th</sup> Anniversary of the release of the Harry Potter series in the United States. Thanks to funds donated by the Friends of the Sioux City Public Library, we printed 10,000 Summer Reading Calendars that were distributed to every public and private school student in Sioux City. Jansen believes due to this, seventy-seven more youth and two more teens signed up for the program compared to last year. Jansen's plan is to build on this momentum. The Summer Reading challenge had an increase of 132 more hours read over last year and there was

a great deal of excitement over the Karaoke machine. Plathe said it was a good choice since it is hard to find a prize that crosses all age groups. Jensen shared the great turnout for the After Hours Teen event and staff, including Rigdon, participated. Rigdon, in the end, was the thief who stole the guitar. We had great collaborations for our programs this year, the SCPD taped a message for the After Hours Teen mystery event and the SCFD participated in one of Perry Creek's story times. Jensen stated it was a great year of Summer Reading and she appreciates the trustees support. Her department is already looking to next year and the theme is *A Universe of Stories*. Jansen also shared that the 1,000 Books before Kindergarten initiative has 142 currently signed up for the program and 37 have completed.

6. Financial Reports

A. Expenditures: Approve Claims [Action Item]

Plathe moved approval of claims as submitted. Moon seconded. Motion approved unanimously.

B. 2018-2019 Monthly Budget Summary

The trustees reviewed the report.

7. Unfinished Business

A. Morningside Branch Library Renovation Bid Review [Action Item]

The bids for the Morningside Branch Library Renovation were opened on September 19, 2018 at 2:00 p.m. Five general contractors submitted base bids and bids for the five alternate items. Basye spoke with the general contractor who submitted the lowest bid and feels they accurately understand the scope of the work. Basye recommends moving forward with the low bid contractor and including the base bid and all five alternates in the contract. Rigdon asked the trustees to approve the base bid and alternate bids from Brown Wegher Construction, the low bid contractor, and then she will present the bids to City Council at the October 8 meeting to ask for their approval and then a contract can be offered to the general contractor.

Halaas moved to accept the base bid and five alternate bids from Brown Wegher Construction in the amount of \$1,036,490 and offer a contract once approved by City Council. Plathe seconded. Motion approved unanimously.

Basye left the meeting 4:11 p.m.

8. New Business

A. Conduct in the Library Policy [Action Item]

Due to the colder weather ahead and issues we had last year with patrons bringing large amounts of bags that contained personal items into the Library, Rigdon asked City Legal if a change could be made to the Conduct in the Library Policy that would limit these items. City Legal agreed as long as the guidelines are enforced against all patrons and not targeting a specific group. Rigdon checked with other urban libraries for wording they use to limit personal items. Rigdon and the Library Leadership Team compiled changes to the Conduct in the Library Policy that limits the amount of bags that each person can bring into the Library and what types of items are not allowed. Also bicycles and other wheeled carts are not allowed in the Library. Halaas asked if these two paragraphs were the only changes to the Conduct in the Library policy and

Rigdon stated yes. Rigdon stated this policy change would take place October 1 if trustees approved.

Halaas moved approval of proposed changes to the Sioux City Public Library Conduct in the Library Policy effective October 1, 2018. Moon seconded. Motion approved unanimously.

B. Foundation Endowment Budget [Action Item]

The annual meeting of the Sioux City Public Library Foundation meeting is Thursday, September 27, 2018. Rigdon recommends that a portion of the annual endowment distribution pay one half of the Communication Specialist position, as it has in the past. Rigdon requests that the remainder of this year's endowment distribution be used for the Morningside Branch Library renovation. Rigdon will present this budget to the Sioux City Public Library Foundation Board upon approval by the Library Board of Trustees.

Plathe moved approval of the Foundation Endowment Budget as presented. McKenny seconded. Motion approved unanimously.

C. Joint Meeting with Council Agenda

The joint meeting of the Library Board of Trustees and City Council is Wednesday, September 26. The agenda has been submitted to the City Clerk along with the Annual Report. City Council will review the Annual Report at the meeting and will approve at the October 1 City Council meeting.

9. Trustee Concerns

Rigdon reminded trustees of the City Council Volunteer Appreciation Dinner on October 9 and she hopes they can all attend. Rigdon also stated that the November meeting will need to be moved due to her purchasing airfare for a vacation. The trustees are willing to do so and a date will be picked at the next meeting.

10. Next Meetings:

- A. Wednesday, September 26, 2018 Noon – Joint meeting with City Council
- B. Wednesday, October 17, 2018 3:30 p.m.
- C. Wednesday, November 21, 2018 3:30 p.m.
- D. Wednesday, December 19, 2018 3:30 p.m.

11. Stanley adjourned the meeting at 4:28 p.m.

Bill McKenny, Secretary  
Angela Beeck, Assistant Secretary

**SIoux CITY PUBLIC MUSEUM BOARD OF TRUSTEES**  
**REGULAR MEETING**  
**September 14, 2018**

A meeting of the Sioux City Public Museum Board of Trustees was held Friday, September 14, 2018 at 12:00 p.m. at the Sioux City Public Museum.

**MEMBERS PRESENT**

Katie Colling  
Amy DeGroot-Hammer  
Janet Flanagan  
Bruce Lear  
Ben Nesselhuf

**MEMBERS ABSENT**

Priscilla Forsyth  
Greg Giles

**OTHERS PRESENT**

Steve Hansen  
Deanna Mayo

**CALLED TO ORDER:** Chairperson Flanagan called the meeting to order at 12:05 p.m.

**Minutes:** *Nesselhuf made a motion to approve the minutes of August 1, 2018 as submitted. The motion was seconded by Colling and passed unanimously.*

**Financial Report:** Hansen noted the new fiscal year budget process has begun with the first meeting with City Finance and the City Manager scheduled for November 6. *Colling made a motion to approve the financial report as submitted. Nesselhuf moved to second the motion and the motion passed unanimously.*

**OLD BUSINESS:**

**Museum Facilities:** Hansen reported the School District continues to work on enclosing the loading dock area and installing new overhead doors. There have not been any noise issues since construction has ended on 2<sup>nd</sup> floor. Colling questioned if the new door enclosures will impede the delivery of Museum's exhibits. Hansen reported the Museum should be able to use the overhead doors and some exhibits will be off-loaded directly from the street. Garbage pickup, however, may be an issue. Hansen noted once all construction is completed, he will need to have a meeting with the school district to discuss usage of the loading dock, security on 3<sup>rd</sup> floor and other issues.

**Exhibits and Events:** Hansen reported Sioux City GO is hosting a presentation in the Museum classrooms today. The Museum has also offered the use of our restroom facilities to employees of the Ho Chuck building as they are without water due to a water main break. Hansen stated KWIT contacted the Museum regarding a partnership for Mexican Independence Day. This event will be held on Sunday, September 16 on the Museum Plaza. The Museum will also be participating in the Downtown Partner's Parking Day event on 5<sup>th</sup> Street and will feature a large corn palace silhouette that can be painted by participants. Hansen reported the Museum's exhibit *New to You: Recent Artifact Donations* will be on display from September 1 through November 25. The Museum's next traveling exhibit *Power of Children* will showcase the stories of three different children, including Ryan White. The exhibit's serious subject matter be offset with an in-house toys and games exhibit. An educational program with a panel of speakers will be held in conjunction with these exhibits. Hansen noted the next History at High Noon, *Corn Palaces*, will be held on September 20. Hansen also reported he will be going to the AASLH national conference in Kansas City at the end of September and will be attending an evening reception hosted by the Mid-American Arts Council.

**Museum Staffing:** Hansen reported the Welcome Center offered the EFD Laborer position to an applicant last month but the individual resigned last week. Museum staff will help cover this position until a new hire is on board. Hansen reported this position has been misclassified since the Museum took over the Welcome Center from the Convention Center. City HR has reviewed this position and are looking into having it reclassified. This change will be brought forth during



the City budgeting process. The current market has been very competitive, especially with the position requiring regular weekend hours.

**NEW BUSINESS:**

**Volunteer Dinners:** Hansen reported the Museum's annual Volunteer Dinner will be held on Monday, October 15 at the Sioux City Public Museum. The City of Sioux City will hold their Volunteer Dinner for all City board volunteers on October 9 at the Convention Center. Guests are also invited to both events.

**Deaccession:** Hansen reported the Trustee's will eventually be asked to deaccession some items from the Museum's collection. Hansen stated the Museum has only deaccessioned two items in the last 17 years but there are some items in our collection that are no longer relevant or we may have multiple copies of an item. Hansen noted he will send out a copy of the Museum's deaccession policy for the board to review before coming forth with items to be considered for removal. Currently the Museum has multiple copies of National Geographic magazines we do not have a need for. Other items to be considered include several fire place boxes that were brought to the Museum for the Peirce Mansion. Although it made sense at the time, these items are an example of something that is no longer needed.

**Meeting Dates:** Hansen reported the next meeting will be held on Friday, October 12 and the November meeting is scheduled for November 9. Hansen stated he will be out of the office on both November 9 and November 16 and the Museum will be closed for the Thanksgiving holiday on November 23. The board can consider an alternate meeting date or consider not holding a November meeting if there is no business that needs to be discussed.

**ADJOURNMENT:** There being no further business, *DeGroot-Hammer made a motion to adjourn the Trustee's meeting at 12:50 p.m. The motion was seconded by Lear and passed unanimously.*

Respectfully submitted,

A handwritten signature in cursive script that reads "Steve Hansen".

Steve Hansen, Museum Director

<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:** October 15, 2018 **ACTION ITEM #** 12

**FROM:** Jeff Hanson, Community Development Operations Manager (EJB)

**SUBJECT:** **Hearing and Ordinance vacating the east/west alley adjacent to 1312 Grandview Boulevard. (Petitioner: Luis Nuno). The Planning and Zoning Commission recommends denial of this item. (File No. 2018-0068). (First<sup>t</sup> consideration passed October 8, 2018)**

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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 the City Council denial of the requested alley vacation, subject to the following findings.

Planning and Zoning Commission:

**Agenda Item 2018-0068:** Requested vacation of the east-west alley adjacent to 1312 Grandview Boulevard. (Petitioner: Luis Nuno)

Erin Berzina presented information on the item. She stated the vacation area is approximately 2,400 square feet. She stated the City has identified this area as a redevelopment area, and has invested Neighborhood Stabilization (NSP) funds to help stabilize this block and others in the vicinity. The property at 1315 Douglas Street has recently been acquired by HCI Real Estate Company and is slated for a future unknown development. The property at 1312 Grandview Boulevard is a multi-family conversion registered rental with four units. Current parking standards indicate 1.5 spaces are required per each studio or one-bedroom unit, therefore 6 parking spaces would be required under the current code. Due to the potential need for access for future development projects, staff recommends denial of the requested vacation. It is recommended that a condition of approval be attached requiring that all areas used for parking on the site be paved if the vacation is approved.

Suzan Stewart asked if the old KCAU antenna site has been sold. Erin stated that it has been sold to HCI and at the time is unsure of how/what it will be redeveloped into.

Suzan Stewart asked about the Neighborhood Stabilization Program. Erin stated the area is part of the Rose Hill district that used NSP (Neighborhood Stabilization Program) funds and was facilitated through the City's Neighborhood Services Division.

Suzan Stewart asked if Rick Bertrand still has plans to develop townhomes East of the property in reference. Jeff Hanson responded stating at one-time Dale McKinney, along with the Housing Authority, had plans to develop some units; however, that project is on hold indefinitely.

Luis Nuno (613 Center Street), the petitioner, spoke on the item. He expressed he wants to vacate the alley to add to his property to allow his tenants more parking. He stated he owns 3 buildings on the block (with 13 units total in all 3 buildings) and more parking is needed for all of his tenants. He stated the alley has never been serviced by the City and the surrounding property owners have graded and graveled the alley. He also stated he originally wanted to acquire the two City owned parcels to the Northeast, however was told that those parcels could not be sold due to a restriction from HUD.

Jason Geary stated to the petitioner that site photos show the alley is being used to get to parking spaces currently, and asked the petitioner how he would be able to use the alley to add more parking. The petitioner responded stating he would keep half the alley open for movement, and use the other half for more parallel parking spaces. The petitioner also stated he owns Casa Del Ray, which the tenants currently use for parking. However, he is unsure of what will happen with the property, so wants other parking in case that property reopens at some point.

Michelle Bostinelos asked staff about the 6 code required parking spaces that are stated in the staff report as being satisfied. Erin explained how parking is calculated per the code. Michelle asked if there is sufficient parking for all 3 building if they consider them together. Erin stated there are not enough on-site spaces if all 3 buildings are considered together, however there is on street parking available. Suzan Stewart asked if on street parking is allowed on this block. Erin stated on street parking is available on Grandview Boulevard, but not on the south side of 14<sup>th</sup> Street.

Jason Geary asked staff why the petitioner cannot purchase the two Northeast parcels to be used for parking. Jeff Hanson responded stating that the property was acquired and demolished using NSP (Neighborhood Stabilization Program) funds, therefore it has some restrictions. He did state that even if the parcels did not have that restriction, it is not the best interest of the City to sell those parcels to be used for parking, as it could become a redevelopment area in the future. He stated he does not believe there is enough square footage on those lots to meet code requirements for parking either. The petitioner asked staff about that position, and also stated he believes that Casa Del Ray owns the North/South alleyway that runs through that block. Jeff Hanson stated staff will look further into that; however, on the County assessor's website it shows it is still City right-of-way.

Lee Beukelman asked the petitioner if the adjacent property owner were to purchase their half of the alleyway, would half of the alley even be sufficient for more parking. The petitioner stated he would still want half the alley to use for parking.

Lee Beukelman asked staff how an alleyway could be repurposed for future development. Jeff Hanson responded stating due to the unknown of what could develop there it is hard to say, but it could potentially be vacated and added to a parcel in the future once a potential development occurs.

The Commission went into executive discussion and had a lengthy discussion.

Stewart (Geary) moved to recommend to the City Council approval of the item. Motion Failed. 2-2-1 (Yes: Stewart, Beukelman/No: Bostinelos, Geary/ Abstain: Ross). Roll Call Vote

**Findings of Fact:**

- 1) The petitioner is requesting the vacation to create an additional parking area.
- 2) There are 4 bedrooms in the four-family conversion located at 1312 Grandview Boulevard. The parking requirement for a multiplex is 1.5 spaces per studio or one-bedroom unit.
- 3) The total number of parking spaces required under the current code is 6 spaces. Currently 6 vehicles may be parked in the current parking area.
- 4) By vacating and disposing of the subject right of way, access to future development surrounding the site may be hindered.
- 5) No responses were received from the notification mailing.
- 6) The applicant's proposal does not conform to the minimum Municipal Code requirements.

**Recommended Conditions of Approval:**

- 1) Per Municipal Code section 25.05.070.7, all areas used for parking must be paved.

**DISCUSSION:**

See Analysis

**FINANCIAL IMPACT:**

N/A

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility: Quality of Life.  
Focus Area: Enhance Public/Private Partnerships.

**ALTERNATIVES:**

None.

**ATTACHMENTS:**

Attachment A: Ordinance  
Attachment B: General Area Map  
Attachment C: Notification Map  
Attachment D: Site Photos  
Attachment E: 308 14<sup>th</sup> Street and 310 14<sup>th</sup> Street Deed Restrictions  
Attachment F: Application

**BACKGROUND REPORT:**

The petitioner, Luis Nuno, requests to vacate the east-west alley adjacent to 1312 Grandview Boulevard. The subject property requested is approximately two thousand four hundred (2,400) square feet. The proposal will allow for the petitioner to add the subject area to their property for additional parking. A general area map is enclosed for your review.

## **ANALYSIS:**

As stated, the petitioner requests to vacate the east-west alley adjacent to 1312 Grandview Boulevard to utilize the alley for parking. The alley proposed to be vacated is approximately 150' x 16'. This alley is unimproved, is currently traversed in the transportation system, and may have more traffic with future development of the former restaurant located at 1303 Douglas Street and the former KCAU antennae site at 1315 Douglas Street. Property at 1315 Douglas Street has recently been acquired by HCI Real Estate Company and is slated for a future unknown development. The city has identified this area as a redevelopment area, and has invested Neighborhood Stabilization Program (NSP) funds to help stabilize this block and others in the vicinity. During discussion of this item at the September 25<sup>th</sup> Planning and Zoning Commission meeting, the petitioner mentioned he would like to purchase city-owned parcels located at 308 14<sup>th</sup> Street and 310 14<sup>th</sup> Street to use for additional parking. Those properties were demolished utilizing Neighborhood Stabilization Program funds and a deed restriction was placed on both properties requiring that they remain as green space or redeveloped as residential housing for families at or below 120% of the area median income until August 2028. The deed restrictions are attached for your reference. The subject property at 1312 Grandview Boulevard is a multi-family conversion registered as four rental units. Woodbury County parcel records indicate four total bedrooms in the home. Current parking standards indicate 1.5 spaces are required per each studio or one-bedroom unit, therefore 6 parking spaces would be required under the current code. Six vehicles may park in the current area designated as parking for this property so the current code requirement for the number of parking spaces is met. Because of the potential need for access to future development projects and the petitioner's site currently meeting the amount of parking required by code, the vacation of this alley is not recommended. If this vacation request is granted, all areas on the site used for parking must be paved per Municipal Code section 25.05.070.7.

The following criteria are used to determine whether to vacate rights-of-way:

- *Cities may vacate streets and alleys but must consider the interests of the public.*  
Public notice was mailed to properties within two hundred (200) feet, excluding rights-of-way. No responses were received.
- *Streets and alleys should not be vacated for the benefit of private persons if it will probably seriously inconvenience the public.*  
The subject vacation is currently used in the transportation system, with the potential for heavier use in the future.
- *The vacation of a street or alley should not deprive the complaining property owner of convenient and reasonable access to or from his property to a substantial degree.*  
No responses have been received from the notification.
- *The City Council must determine whether the street or alley is necessary for public use and convenience and whether they are sufficiently traveled to justify maintenance at public expense.*  
This alley is unimproved, and is poised to become more viable in the overall transportation system within the redevelopment area.

- *The right to reasonable ingress and egress to abutting properties may not be totally destroyed; however, as long as one reasonable means of ingress and egress to a lot remains it is not so adversely affected.*

The subject vacation does not eliminate access to any abutting properties.

- *Non-abutting owners have far less standing to challenge a vacation.*

No comments were received from non-abutting property owners.

**EXISTING ZONING AND LAND USE:**

NC.5; Multi-family Residential

**EXISTING ZONING REQUIREMENTS:**

The NC.5 district is meant for a variety of housing types and other allowed uses in a mixed-use environment, with improved standards for compatibility through conditional use approval.

**PROPOSED ZONING REQUIREMENTS:**

N/A

**SURROUNDING ZONING AND LAND USE:**

North: NC.5; Multi-family Residential

South: NC.5; Commercial

East: MU: Commercial / Vacant

West: NC.4; Residential

**DEPARTMENT COMMENTS**

MidAmerican Energy - Electric Department: "There is an existing overhead electric in the proposed area to be vacated. MidAmerican Energy will require that an easement is maintained. Any required relocations of our facilities would be subject to reimbursement."

MidAmerican Energy - Gas Department: "No conflict"

**COMPREHENSIVE PLAN:**

The 2005 Comprehensive Plan indicates this area as "Urban Residential." "Urban Residential" is defined as older areas of higher density where infill and redevelopment are in forms and densities similar to existing urban development types and densities within these areas. This category may include a mixture of housing styles and types including single family, townhomes, duplexes, and apartment houses.

**URBAN RENEWAL / URBAN REVITALIZATION / TIF:**

The subject property is located in the Rose Hill urban renewal area.

**SUBAREA / CORRIDOR PLAN:**

The subject property is not located in a subarea or corridor plan.

**FLOOD PLAIN:**

The subject property is not located in a flood plain.

**CITIZEN RESPONSE:**

Sixteen (16) notices were sent within the required timeframe. No responses were received.

ATTACHMENT A

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. 2018 - \_\_\_\_\_**

ORDINANCE VACATING THE EAST/WEST ALLEY ADJACENT TO 1312  
GRANDVIEW BOULEVARD.

WHEREAS, the City of Sioux City, Iowa, owns and has heretofore dedicated the following described public right-of-way within the City of Sioux City, Woodbury County, Iowa, legally described as follows:

All that part of the east/west alley abutting Lots 3 and 4 of Block 80 in the Sioux City East Addition, in the County of Woodbury and the State of Iowa. Contains approximately 2,400 square feet more or less; and

WHEREAS, the Sioux City Planning and Zoning Commission has conducted a hearing on the proposed vacation and submitted a recommendation to the City Council relative thereto; and

WHEREAS, the City Council has conducted a public hearing on the proposed vacation of the above described property; and

WHEREAS, the City Council finds that said property is no longer necessary for public use and of no benefit to the public and there is no reason to believe that the same will be necessary for use by the public in the future and that vacation thereof will be for the public good.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: That the above described public right-of-way located within the City of Sioux City, Woodbury County, Iowa, be, and the same is hereby vacated.

Section 2: That any and all other ordinances of the City of Sioux City, Woodbury County, Iowa, in conflict herewith, be, and the same are to the extent of such conflict hereby repealed.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and publication as by law provided.

PASSED BY THE CITY COUNCIL ON, AND APPROVED ON: October 15, 2018

\_\_\_\_\_  
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. 2018-\_\_\_\_\_ adopted by the City Council of Sioux City on \_\_\_\_\_, 2018. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

I hereby certify that a summary of the foregoing was published in the Sioux City Journal on October 20, 2018

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



ORDINANCE VACATING THE EAST/WEST ALLEY ADJACENT TO 1312  
GRANDVIEW BOULEVARD.

This is a summary of Ordinance Number 2018-\_\_\_\_\_ passed by the Sioux City City Council on \_\_\_\_\_, 2018 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 right of way within the City of Sioux City, Woodbury County, Iowa:

All that part of the east/west alley abutting Lots 3 and 4 of Block 80 in the Sioux City East Addition, in the County of Woodbury and the State of Iowa. Contains approximately 2,400 square feet more or less.

/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal \_\_\_\_\_, 2018.

**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 east/west alley abutting Lots 3 and 4 of Block 80 in the Sioux City East Addition, in the County of Woodbury and the State of Iowa. Contains approximately 2,400 square feet more or less.

(The east/west alley adjacent to 1312 Grandview Boulevard) (2018-0068)

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 October 8, 2018, 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

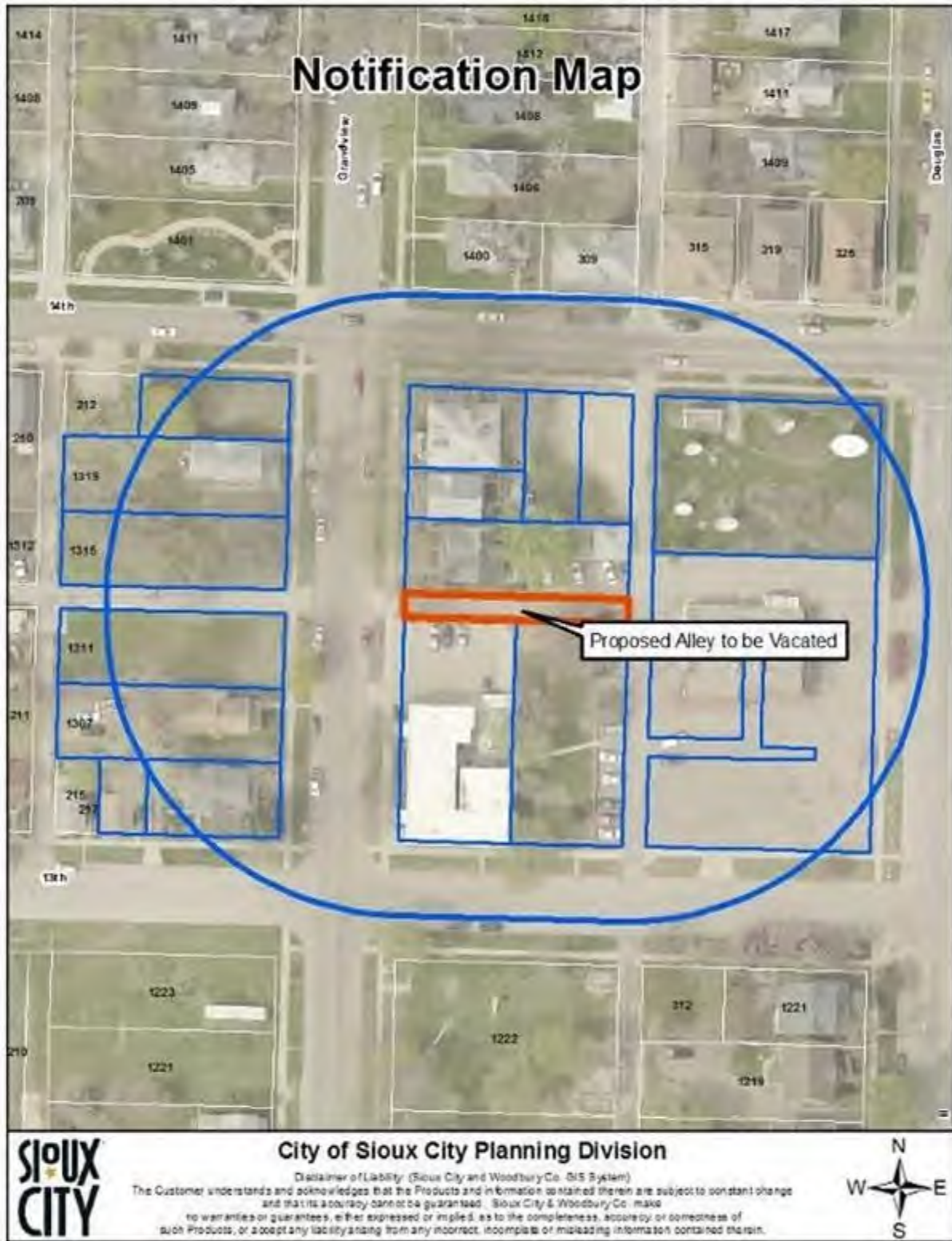
/s/ Lisa L. McCardle, City Clerk

Publish in the Sioux City Journal October 1, 2018

ATTACHMENT B  
GENERAL AREA MAP



ATTACHMENT C  
NOTIFICATION MAP



ATTACHMENT D

SITE PHOTO

*Looking east*



*Looking west*



ATTACHMENT E

308 14<sup>th</sup> STREET AND 310 14<sup>th</sup> STREET DEED RESTRICTIONS

Roll 731 Image 10724-10726  
Document 3879 Type RSTRC Pages 3  
Date 9/18/2013 Time 2:43 PM  
Rec Amt \$17.88

PATRICK F GILL, AUDITOR AND RECORDER  
WOODBURY COUNTY IOWA

Return to and Prepared by: Amy Kesirns, City of Sioux City Community Development, 405 6th St. Sioux City, Iowa 51101 (712) 279-6255

**NSP NEIGHBORHOOD STABILIZATION PROGRAM  
DEED RESTRICTION AGREEMENT**

This Agreement made on the 13<sup>th</sup> day of September, 2013, by the City of Sioux City, Iowa, ("City")

**Recitals**

The City has utilized Neighborhood Stabilization Program funds to remove asbestos and demolish structures on the property located at 310 14<sup>th</sup> Street. Said property is located in Census Tract 13, an area in which at least fifty-one percent (51%) of the residents are Low-, Moderate- and Middle-Income Persons. The source of the City's money for this Project is the Iowa Department of Economic Development funds appropriated for the Neighborhood Stabilization Program. As a condition of the City utilizing these funds for asbestos removal and demolition, the Owner must agree to utilize said property as green space.

**Agreement**

The address of said property subject to this Agreement is 310 14<sup>th</sup> Street and it is legally described as follows:

The East 72 feet of Lots 1 and 2, Block 80, Sioux City East Addition to Sioux City in the County of Woodbury and State of Iowa.

**Use of property.** Said property shall remain as green space or redeveloped as residential housing for families at or below 120% of the area median income, as published by the Department of Housing and Development until August 30, 2028. Green space is defined as a vegetated area in an urban setting that provides an open environment.

1. **Taxes and Assessments** Owner will pay all real estate taxes levied on said property, including any tax levied on the debt secured hereby, when they become due and before they become delinquent.

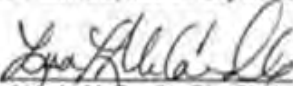
2. **Insurance:** Owner shall maintain hazard insurance, at least on 80% fire and extended coverage on the replacement value of the improvements on the premises, or its equivalent. In case of loss under any such policy, City is authorized to adjust, collect and compromise all claims there under and shall have the option of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby in such order as City may determine, (ii) to the Owner to be used for the repair or restoration of the property, or (iii) for any other purpose or object appropriate under this Deed Restriction as determined by City without affecting the lien of this Deed Restriction.
3. **Use and Preservation of Said Property.** Owner shall use the premises as green space only; shall not substantially change said property, allow said property to deteriorate, or commit or permit waste. Owner shall comply with all laws and regulations applicable to the use of said property, and shall maintain the improvements thereof in good repair.
4. **Protection of Said Property.** If Owner fails to pay taxes or assessments, maintain insurance or maintain said property as provided herein, City may pay any such amounts or take steps to protect the value of said property and the rights of City in said property. Any sums City may advance for payment of any such taxes or assessments, maintenance and protection of said property shall be secured by this Deed Restriction, shall constitute a debt from Owner to City, and shall bear interest from the date of disbursement until paid at the rate of 12% per annum.
5. **Transfer of Said Property.** If Owner or any successor in interest violates the terms and provisions of this Agreement, the City shall have the right, in addition to any other right or remedy it may have, to require full reimbursement of all costs associated with the asbestos removal and demolition of said property.

This Agreement shall be binding upon the Owner's heirs, assigns, and successors in interest of every kind and description.

If the Owner or any successor in interest violates the terms and provisions of this Agreement, the City shall have the right, in addition to any other right or remedy it may have, to require immediate reimbursement of all costs associated with the asbestos removal and demolition of said property.

CITY OF SIOUX CITY, IOWA

By:   
Robert K. Padmore, Interim City Manager

ATTEST:   
Lisa L. McCardle, City Clerk

STATE OF IOWA

)

65

COUNTY OF WOODBURY)

On this 13<sup>th</sup> day of September 2013, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Robert K. Padmore, Interim City Manager of the City of Sioux City, Iowa, and Lisa L. McCardle, City Clerk of said City, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by the City Council of said City, and each for himself acknowledged the execution thereof to be his voluntary act and deed for the purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Sioux City, Iowa, the day and year last above written.

(SEAL) *Amy M. Keiser*

COUNTY and STATE

NOTARY PUBLIC in and for said





Roll 731 Image 10727-10729

Document 3888 Type RSTRC Pages 3

Date 9/18/2013 Time 2:43 PM

Rec Art 317 00

PATRICK F GILL, AUDITOR AND RECORDER,  
WOODBURY COUNTY IOWA

Return to and Prepared by: Amy Keairns, City of Sioux City Community Development, 405 6th St. Sioux City, Iowa 51101 (712) 279-6255

**NSP NEIGHBORHOOD STABILIZATION PROGRAM  
DEED RESTRICTION AGREEMENT**

This Agreement made on the 13<sup>th</sup> day of September, 2013, by the City of Sioux City, Iowa, ("City").

**Recitals**

The City has utilized Neighborhood Stabilization Program funds to remove asbestos and demolish structures on the property located at 308 14<sup>th</sup> Street. Said property is located in Census Tract 13, an area in which at least fifty-one percent (51%) of the residents are Low-, Moderate- and Middle-Income Persons. The source of the City's money for this Project is the Iowa Department of Economic Development funds appropriated for the Neighborhood Stabilization Program. As a condition of the City utilizing these funds for asbestos removal and demolition, the Owner must agree to utilize said property as green space.

**Agreement**

The address of said property subject to this Agreement is 308 14<sup>th</sup> Street and it is legally described as follows:

The West 37 feet nine inches of the East 72 feet of Lots 1 and 2, Block 80, Sioux City East Addition to Sioux City in the County of Woodbury and State of Iowa.

**Use of property.** Said property shall remain as green space or redeveloped as residential housing for families at or below 120% of the area median income, as published by the Department of Housing and Development until August 30, 2028. Green space is defined as a vegetated area in an urban setting that provides an open environment.

1. **Taxes and Assessments.** Owner will pay all real estate taxes levied on said property, including any tax levied on the debt secured hereby, when they become due and before they become delinquent.

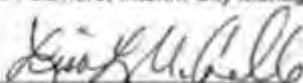
2. **Insurance:** Owner shall maintain hazard insurance, at least on 80% fire and extended coverage on the replacement value of the improvements on the premises, or its equivalent. In case of loss under any such policy, City is authorized to adjust, collect and compromise all claims there under and shall have the option of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby in such order as City may determine, (ii) to the Owner to be used for the repair or restoration of the property, or (iii) for any other purpose or object appropriate under this Deed Restriction as determined by City without affecting the lien of this Deed Restriction.
3. **Use and Preservation of Said Property.** Owner shall use the premises as green space only, shall not substantially change said property, allow said property to deteriorate, or commit or permit waste. Owner shall comply with all laws and regulations applicable to the use of said property, and shall maintain the improvements thereof in good repair.
4. **Protection of Said Property.** If Owner fails to pay taxes or assessments, maintain insurance or maintain said property as provided herein, City may pay any such amounts or take steps to protect the value of said property and the rights of City in said property. Any sums City may advance for payment of any such taxes or assessments, maintenance and protection of said property shall be secured by this Deed Restriction, shall constitute a debt from Owner to City, and shall bear interest from the date of disbursement until paid at the rate of 12% per annum.
5. **Transfer of Said Property.** If Owner or any successor in interest violates the terms and provisions of this Agreement, the City shall have the right, in addition to any other right or remedy it may have, to require full reimbursement of all costs associated with the asbestos removal and demolition of said property.

This Agreement shall be binding upon the Owner's heirs, assigns, and successors in interest of every kind and description.

If the Owner or any successor in interest violates the terms and provisions of this Agreement, the City shall have the right, in addition to any other right or remedy it may have, to require immediate reimbursement of all costs associated with the asbestos removal and demolition of said property.

CITY OF SIOUX CITY, IOWA

By:   
Robert K. Padmore, Interim City Manager

ATTEST:   
Lisa L. McCardie, City Clerk

STATE OF IOWA )

ss.

COUNTY OF WOODBURY)

On this 13<sup>th</sup> day of September 2013, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Robert K. Padmore, Interim City Manager of the City of Sioux City, Iowa, and Lisa L. McCardie, City Clerk of said City, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by the City Council of said City, and each for himself acknowledged the execution thereof to be his voluntary act and deed for the purposes herein expressed.

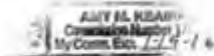
IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Sioux City, Iowa, the day and year last above written.

(SEAL)



NOTARY PUBLIC in and for said

COUNTY and STATE



ATTACHMENT F  
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: Luis NUNO  
 Street Address: 613 CENTER  
 City: SIoux CITY State: IA ZIP: 51103  
 Phone: (515) 259-2010 E-mail Address: EMUNO123@Yahoo.com  
 Petitioner's interest in the property: Owner  Contract Buyer  Architect  Engineer  Other: \_\_\_\_\_

**PRIORITY OWNERS (IF APPLICABLE)**

Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**LEGAL DESCRIPTION (LEGAL IS GOOD; PLEASE NOTE BELOW AND ADAPT TO THE APPLICATION)**

\_\_\_\_\_

**PLANNING AND ZONING DIVISION REQUESTS**

Approvals are issued by the City after compliance with the requirements of the Zoning and Sign Code is determined. A determination is made by the Planning and Zoning Commission, Board of Adjustment, Administrator, or City Council upon recommendation of City staff, Boards, or Commissions. A full list of permits and approval procedures are listed in Subchapter 25.06-B Permits and Procedures of the Code.

<input checked="" type="checkbox"/> Vacation	<input type="checkbox"/> Site Plan / Development Concept Plan	<input type="checkbox"/> Conditional/Limited Use Permit	<input type="checkbox"/> Certificate of Appropriateness
<input type="checkbox"/> Zone Change	<input type="checkbox"/> Major changes to a Site/Concept Plan	<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Designation of Historic Site/Landmark
<input type="checkbox"/> Sign Permit	<input type="checkbox"/> Minor Changes to a Site/Concept Plan	<input type="checkbox"/> Appeal	<input type="checkbox"/> Accessory Dwelling Unit
<input type="checkbox"/> Minor Modification	<input type="checkbox"/> Zoning Compliance Certificate	<input type="checkbox"/> Variance	<input type="checkbox"/> Navigation 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: Luis Nuno Application Date: 8-30-15

\*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/siouxcity-ia/index.aspx>. See Subsection 25.06.070 for the complete review procedures.

**CITY OF SIOUX CITY**

Application for a Vacation or Easement of Public Ground  
 (Complete along with the Applicant Profile Form)

Planning Division  
 Room 308  
 405 6<sup>th</sup> Street  
 P.O. Box 447  
 Sioux City, IA 51102-0447

**SUBJECT PROPERTY INFORMATION**

Owner Luis NUNO  
 Street Address 1312 GRANDVIEW BLV. SIOUX CITY IA  
 Zoning District MC-5 Lot Area 2400 SF  
 Existing Use ~~2400 SF~~ ALLEY

**REQUEST**

Requested Approval  Vacation of public ground (\$275 filing fee)  Easement of public ground (\$275 filing fee)  Easement clearing title (\$300 filing fee)  
 Existing Use  Public street  Public alley  Other public ground

**WRITTEN STATEMENT OF REQUEST**

Describe the reason for requesting a vacation or easement, including why the subject property is not needed for the public:

Ad to Property for ADDITIONAL OF STREET PARKING.  
CITY DOES NOT MAINTAIN.  
WE HAVE BEEN PROVIDING MAINTENANCE FOR YEARS.

**INFORMATION CHECKLIST**

- N/A A survey by a Certified Land Surveyor licensed in the State of Iowa if necessary to describe the property.
- A completed offer to purchase the entire legally described vacation unless an abutting property owner requests to purchase the half abutting their property. Please include the contact information of purchaser if requesting vacation.
- A general area map showing the subject area and request.
- Completed Applicant Profile Form
- Filing fee of \$275 for vacations and easements, \$300 for an easement clearing title.

**SIGNATURE**

Owner/Petitioner's Signature: Luis Nuno Application Date: 8-30-15

\*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/sioux-city-ia/index.aspx>

For Office Use Only

File Number:

Staff Reviewer:



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894728103005	Alternate ID	29505	Owner Address	NUNO REAL ESTATE LLC
Sec/Twp/Rng	n/a	Class	M		PO BOX 1294
Property Address	1312 GRANDVIEW BLVD	Acreege	n/a		718 W 8TH ST
	SIOUX CITY				SIOUX CITY IA 51102-1294
District	087				
Brief Tax Description	SIOUX CITY EAST LOT 3 BLK 80				
	<small>(Note: Not to be used on legal documents)</small>				

Date created: 9/4/2018  
 Last Data Uploaded: 9/4/2018 3:44:05 PM

Developed by  Schneider  
 GEOSPATIAL

<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:** October 15, 2018 **ACTION ITEM #** 13

**FROM:** Robert K. Padmore, City Manager

**SUBJECT:** Resolution approving a Third Amendment to Lease Agreement by and between the City of Sioux City and Green Valley-Floyd Golf Corporation waiving the rental rate for the remainder of the lease.

---

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

---

**RECOMMENDATION:**

Staff respectfully requests Council approve the resolution.

**DISCUSSION:**

**Background**

The City of Sioux City entered a lease with Green Valley-Floyd Golf Corporation for operation of the City golf courses in 2012. The original term was from July 1, 2012 to June 30, 2017, but was subsequently amended to extend the term to June 30, 2022 (See amendment #2, below). The original monetary rent was set forth as annual payments due on July 1<sup>st</sup>. The rental for July 1, 2012 through June 30, 2013 was \$69,500. After July 1, 2013, and on each subsequent July 1<sup>st</sup>, the rental rate increases by a percentage equal to 100% of the percentage increase of the Consumer Price Index issued by the United States Department of Labor for all Urban Consumers U.S. City Average (CPI-U).

On November 3, 2014, pursuant to Resolution No. 2014-0813, the City Council approved a First Amendment to the Lease for a deferral of the lease payment for 2014 because of a financial hardship created by a wind storm on August 31, 2014. The Amendment was to Section 5.2, Monetary Rent. Sub-section (e) allows for the July 1, 2014 rent payment to be paid over five annual installments of \$14,406.33. The first payment was due July 1, 2015 and the final payment will be due July 1, 2019.

During the summer of 2015, the electrical service line at Green Valley Golf Course had a serious failure. To restore the electrical service, Green Valley-Floyd Golf Corporation approached the City with a request for a promissory note and loan of \$500,000.00 for the financing of the installation of a new underground electric service.

On July 6, 2015, pursuant to Resolution No. 2015-0507, the City Council approved a Second Amendment to the existing lease which incorporated a \$500,000 promissory note and loan and extended the lease for an additional five years ending June 30, 2022. The terms of the promissory note and loan included an amount not to exceed \$500,000.00 and carried an interest rate of 3.5%. The promissory note and loan was amortized for 15 years with a term of 5 years, with two renewable 5-year terms. A balloon payment would be due at the end of the five-year term for the remaining balance. If term is extended, the balance of the loan would be amortized for a period of 10 years. A balloon payment would then be due at the end of the second 5-year term for the remaining balance. If the term is again extended, exercising the last 5-year period, the amortization shall be 5 years for the remaining balance. If the lease is not extended, any payments owed and remaining balloon payments shall be forgiven.

**Current Issue/Request**

Since 2000, when the Whispering Creek Golf Course opened, the revenues at Green Valley and Floyd Golf Courses have declined, while expenses have escalated. The Green Valley-Floyd Golf Course Corporation estimates that about 30% of their membership was lost to Whispering Creek.

Since 2000, rents payable to the City have risen significantly. In 2000, rent was \$50,000. This year, Green Valley – Floyd paid \$76,000 plus \$16,000 for back rent from the Labor Day Storm in 2014, and will soon pay \$35,000 for the Electrical Loan. Green Valley-Floyd has reached the point where they feel this is no longer financially viable. They believe that the Corporation will very soon, no longer be able to remain financially viable.

The request of the Green Valley – Floyd Golf Corporation is to eliminate the rent provision of the existing lease. They will continue to honor the note on the Electrical repairs which still has a term of 13 more years at \$35,000 per year. This request would be for at least the duration of the Electrical loan.

If the Council agrees to this, Green Valley – Floyd Golf Corporation will be able to survive and continue to care for this property. Members of the Green Valley – Floyd Golf Corporation will attend the meeting to discuss their operations, what they have done recently, and discuss new ideas for next year to increase Revenues at Green Valley and Floyd.

**FINANCIAL IMPACT:**

If approved this would reduce revenue received by \$76,000.

**RELATIONSHIP TO STRATEGIC PLAN:**

Promote Sioux City – Expand recreational opportunities to serve residents and tourists.

**ALTERNATIVES:**

Do not approve the resolution.

**ATTACHMENTS:**

Resolution  
3<sup>rd</sup> Amendment to Lease



**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachments

RESOLUTION APPROVING A THIRD AMENDMENT TO LEASE AGREEMENT  
BY AND BETWEEN THE CITY OF SIOUX CITY AND GREEN VALLEY-FLOYD  
GOLF CORPORATION WAIVING THE RENTAL RATE FOR THE REMAINDER  
OF THE LEASE.

WHEREAS, on March 26, 2012, pursuant to Resolution No. 2012-0201, the City of Sioux City and Green Valley-Floyd Golf Corporation entered into a Lease Agreement for the operation of the Green Valley and Floyd Golf Courses, which Lease Agreement was subsequently amended on November 3, 2014, pursuant to Resolution No. 2014-0813, and July 6, 2015, pursuant to Resolution No. 2015-0507; and

WHEREAS, due to economic hardship, Green Valley-Floyd Golf Corporation is seeking assistance from the City of Sioux City by requesting the rental rate be waived for the remainder of the lease term; and

WHEREAS, the City Council is advised and does believe that such assistance is necessary for the continued operation of Green Valley Golf Course; and

WHEREAS, there is attached hereto and made part hereof, a Third Amendment to Lease Agreement waiving the rental rate for the remainder of the lease, which Third Amendment to Lease Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the Third Amendment to Lease Agreement by and between the City of Sioux City and Green Valley-Floyd Golf Corporation waiving the rental rate for the remainder of the lease, as referred to in the preamble hereof, be and the same is hereby approved and the Mayor and City Clerk be and they are hereby authorized and directed to execute said Third Amendment to Lease Agreement for and on behalf of the City.

PASSED AND APPROVED: October 15, 2018

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

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

**THIRD AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE  
CITY OF SIOUX CITY, IOWA AND GREEN VALLEY-FLOYD GOLF  
CORPORATION**

The Third Amendment to Lease Agreement is made on this \_\_\_\_\_ day of October, 2018, by and between the City of Sioux City, Iowa, and Green Valley-Floyd Golf Corporation.

**RECITALS**

WHEREAS, on March 26, 2012, pursuant to Resolution No. 2012-0201, the City of Sioux City and Green Valley-Floyd Golf Corporation entered into a Lease Agreement for the operation of the Green Valley and Floyd Golf Courses, which Lease Agreement was subsequently amended on November 3, 2014, pursuant to Resolution No. 2014-0813, and July 6, 2015, pursuant to Resolution No. 2015-0507; and

WHEREAS, due to economic hardship, Green Valley-Floyd Golf Corporation is seeking assistance from the City of Sioux City by requesting the rental rate be waived for the remainder of the lease term; and

WHEREAS, the City Council is advised and does believe that such assistance is necessary for the continued operation of Green Valley Golf Course; and

WHEREAS, the Parties desire to amend said Lease Agreement as follows:

**AMENDMENT**

1. Section 5.2, Monetary Rent, is amended to read as follows:

5.2 Monetary Rent

- (a) As of July 1, 2012, each rental year shall commence July 1 and shall end June 30 of the next calendar year.
- (b) All rents for a rental year shall be due and payable on the July 1 of the beginning of the rental year.
- (c) Rental for the rental year July 1, 2012 through June 30, 2013, shall be \$69,500.
- (d) ~~After From~~ July 1, 2013 and on each subsequent July 1 through June 30, 2018, the rental rate shall increase by a percentage equal to one hundred percent (100%) of the percentage increase of the Consumer Price Index issued by the United States Department of Labor for all Urban Consumers U.S. City Average (CPI-U). The January, 2012 index shall be the base index for computation under this paragraph. After July 1, 2018 and for the remainder of the lease, the rental rate shall be waived.
- ~~(e) The Green Valley-Floyd Golf Corporation's annual payment for 2014 has been calculated as \$72,031.63. On August 31, 2014, Green Valley Golf Course sustained severe damage as a result of a downburst and straight line winds. Due to the significant storm damage, Green Valley-Floyd Golf Corporation~~

shall be allowed to pay the rental amount due for 2014 over the course of the next five years in equal annual installments of \$14,406.33 with the first installment due July 1, 2015. ~~The remaining four installments shall be due at the time of the regular annual rental payments payable on July 1<sup>st</sup> of each year through 2022.~~

4. In all other respects the Lease Agreement shall remain in full force and effect.

Attest:

City of Sioux City Iowa

By: \_\_\_\_\_

Lisa L. McCardle  
City Clerk

By: \_\_\_\_\_

Robert E. Scott  
Mayor

Attest:

Green Valley-Floyd Golf Corporation

By: \_\_\_\_\_

  
Scott Harmelink  
Director of Golf

By: \_\_\_\_\_

  
Kent Kolbe  
President

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF IOWA )  
 : ss  
COUNTY OF WOODBURY)

BE IT REMEMBERED, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared Robert E. Scott and Lisa L. McCardle, to me personally known, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed hereto is the seal of the City of Sioux City, Iowa; that the said instrument was signed and sealed on behalf of said City of Sioux City, Iowa, and that the said Robert E. Scott and Lisa L. McCardle acknowledged the execution of said instrument to be the voluntary act and deed of said City of Sioux City, Iowa, by it and by them voluntarily executed.

(SEAL)

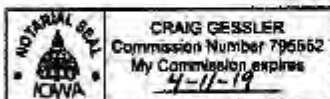
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR WOODBURY COUNTY

STATE OF IOWA )  
 : ss  
COUNTY OF WOODBURY)

On this 3 day of October, 2018, before me, the undersigned a Notary Public in \_\_\_\_\_ and for said \_\_\_\_\_ County and \_\_\_\_\_ State, personally appeared Scott Hornbink and Kent Kalk to me personally known, who being by me duly sworn, did say that they are the Director of Golf and President respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) corporation; that said instrument was (the seal affixed thereto is the seal of said) signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Director of Golf and President as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

(SEAL)

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR WOODBURY COUNTY



<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:** October 15, 2018 **ACTION ITEM #** 14

David P. Carney, Director of Public Works

**FROM:** Darrel Bullock, Code Enforcement Manager  
Brett Langley, Civil Engineer

**SUBJECT:** Resolution approving Change Order No. 1 to the contract with HCI Construction in the amount of \$79,257.74 for additional pavement and a standby generator in connection with the City Fuel Island Project (Project No. 6840-869-005).

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

**RECOMMENDATION:**

Staff respectfully requests Council approve Change Order No. 1 to the contract with HCI Construction of South Sioux City, Nebraska in the amount of \$79,257.74 for additional pavement and a standby generator for the City Fuel Island Project (Project No. 6840-869-005).

**DISCUSSION:**

A contract in the amount of \$625,591.70 was approved with HCI Construction on April 9, 2018 under Resolution No. 2018-0270. This change order is to add paving in the drive lanes around the new fuel islands, and a new standby generator to keep the fuel tanks operational in the event of a power outage. Both of these items were an original desire for the project but were removed after initial project estimates came in much higher than what was budgeted.

**FINANCIAL IMPACT:**

This project is funded using CMG Abated GO Bond under CIP 869-005 City Fuel Island. The project currently has an available balance of \$275,135.75.

**RELATIONSHIP TO STRATEGIC PLAN:**

Municipal Responsibility – Infrastructure  
Focus Area – Grow Sioux City

**ALTERNATIVES:**

Defer action to negotiate costs for change order.

**ATTACHMENTS:**

Resolution  
Change Order No. 1

**RESOLUTION NO. 2018 - \_\_\_\_\_**  
with attachment

RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH HCI CONSTRUCTION IN THE AMOUNT OF \$79,257.74 FOR ADDITIONAL PAVEMENT AND A STANDBY GENERATOR IN CONNECTION WITH THE CITY FUEL ISLAND PROJECT (PROJECT NO. 6840-869-005).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that Change Order No. 1, a copy of which is attached hereto and by this reference made a part hereof, to the contract with HCI Construction of South Sioux City, Nebraska in the amount of \$79,257.74 for additional pavement and a standby generator in connection with the City Fuel Island Project, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the City Manager be and he is hereby authorized and directed to execute said Change Order No. 1 for and on behalf of the City.

PASSED AND APPROVED: October 15, 2018

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

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



425 6th Street | P.O. Box 447 | Sioux City, IA 51102



CHANGE ORDER NO. 5

Date of Issuance: 10/15/2018

Project No. 6840-889-025

Contract Date: 4/9/2018

Project: City Fuel Island Project

Contractor:

HCI Construction Inc.  
1506 Stable Dr.  
South Sioux City, NE 68778

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
2	2010-100-G-0	Subgrade preparation	SY	1960.00	2854.00	\$ 7.02	894.00	\$ 1,906.48
8	7040-100-SP1	Remove and Salvage granular Surfacing	SY	1637.00	2590.00	\$ 1.00	953.00	\$ 956.00
23	2010-100-H-0	Excavation - Import soils	CY	0.00	74.00	\$ 14.18	74.00	\$ 1,047.94
24	7010-100-E-0	Pavement, PCC, 6"	SY	0.00	847.00	\$ 56.85	847.00	\$ 48,160.42
25	10,010-100-A-0	Mobilization	LS	0.00	1.00	\$ 1,950.00	1.00	\$ 1,950.00
26		Standby Generator w/Auto Transfer Switch	LS	0.00	1.00	\$ 25,277.00	1.00	\$ 25,277.00
							0.00	\$ -
							0.00	\$ -

Value of Change Order: \$ 79,257.74

Original Contract Price:	\$625,591.70
Previously Approved Change Orders:	
No. 1      Date: 7/25/18	\$18,048.00
No. 2      Date: 8/21/18	\$3,795.00
No.        Date:	\$0.00
No.        Date:	\$0.00
Net Increase / Decrease this Change Order:	\$79,257.74
Revised Contract Price:	\$725,692.44

Contract Time Prior to this Change Order (Calendar Days / Final Completion Date) 60 Working Days  
 Net Increase Resulting from this Change Order (Calendar Days) 22  
 Revised Contract Time Including this Change Order (Calendar Days / Final Completion Date) 82 Working Days

Justification

The purpose of this change order is to provide concrete paving around the new fuel tanks and to replace the existing manually switched standby generator with an automatic standby generator fueled by natural gas.

Vern Bright  Signature 10-4-18 Date

Contractor (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Merk Riser  Signature 10-4-18 Date

Inspector (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Bryan Wells  Signature 10-4-18 Date

Project Engineer (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

David Conroy  Signature 10-4-18 Date

Public Works Director (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Robert Pasmore \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

City Manager \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

cc: Contractor  
Engineering  
Finance  
Clerk's Office