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

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

You are hereby notified a meeting of the City Council of the City of Sioux City, Iowa, will be held Monday, January 13, 2020, 4:00 p.m., local time, in the Council Chambers, 5th Floor, City Hall, 405 6th Street, Sioux City, Iowa, for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Council.

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

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

1. Call of the Roll - Silent Prayer and Pledge of Allegiance to the Flag - Proclamations

2. Interviews for City Council appointed Boards, Commissions and Committees:
   A. Historic Preservation Commission: Lawrence Obermeyer
   B. Parking and Skywalk System Board of Trustees: Samuel Avery

CONSENT AGENDA

Items 3 through 10C constitute a Consent Agenda. Items pass unanimously unless a separate roll call vote is requested by a Council Member.

3. Reading of the City Council minutes of December 6, 2020. (CLOSED, REGULAR)

4. CRP SERVICES - Resolution awarding a Service Provider Agreement to CRP Services, LLC of Albia, Iowa in an amount not to exceed $32,000.06 for the Ravine Park Controlled Burn Project. (3000 South Lewis Boulevard)

5. KARL CHEVROLET - Resolution awarding a purchase order to Karl Chevrolet, Inc. of Ankeny, Iowa, in the amount of $35,539.08 for the purchase of two (2) 2020 Chevrolet Malibu Sedans.
6. **ACTIONS AUTHORIZING THE ISSUANCE OF CHECKS**

A. **STURGES** - Resolution approving partial settlement of a worker’s compensation claim and authorizing payment thereof. (Sturges)

B. **NYSTROM** - Resolution approving payment to Nystrom Electric, Inc. of Sioux City, Iowa in the amount of $45,960.79 for the emergency repairs to the power lines, meter and traffic signal control box at the intersection of Tri-View Avenue and Hamilton Boulevard. (RFQ No. 260402)

7. **ACTIONS RELATING TO PROPERTY**

A. **COUNSEL** - Resolution consenting to the Lease Assignment between JKL Enterprises Inc. doing business as COUNSEL and Visual Edge, Inc. and terminating the personal guarantee of the Lease for Space No. 1 in the Martin Luther King Jr. Ground Transportation Center located at 530 6th Street.

B. **MSA/VERIZON** - Resolution approving Supplement GL No. 485273 to the Small Cell Master License Agreement with Sioux City MSA Limited Partnership doing business as Verizon Wireless for the right to install, construct, operate, repair and replace the small cell on an existing vertical municipal structure on Sergeant Road in the vicinity of the Southern Hills Mall.

C. **MSA/VERIZON** - Resolution approving Supplement GL No. 485384 to the Small Cell Master License Agreement with Sioux City MSA Limited Partnership doing business as Verizon Wireless for the right to install, construct, operate, repair and replace the small cell on an existing vertical municipal structure on Sergeant Road in the vicinity of the Southern Hills Mall.

8. **APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

A. **ART CENTER** - Motion appointing Jeff Baldus to the Art Center Board of Trustees for a three-year term expiring December 31, 2022, replacing Michael McTaggart.

B. **ART CENTER** - Motion appointing Rebecca Meyer to the Art Center Board of Trustees for a three-year term expiring December 31, 2022, replacing Terri McGaffin.

C. **EFFECTIVE FISCAL AND PUBLIC POLICY** - Motion reappointing Dick Salem to the Effective Fiscal and Public Policy Committee for a three-year term expiring December 31, 2022.

D. **EFFECTIVE FISCAL AND PUBLIC POLICY** - Motion appointing Mark Tramontina to the Effective Fiscal and Public Policy Committee for a partial three-year term expiring December 31, 2021, replacing Joseph Donovan.

E. **ENVIRONMENTAL ADVISORY** - Motion appointing Audrey Anderson to the Environmental Advisory Board for a three-year term expiring December 31, 2022, replacing Brooke Muhlack.

G. GJILAN KOSOVO - Motion appointing Amanda Heitmann to the Gjilan Kosovo Sister City Committee to complete the balance of a four-year term expiring December 31, 2022, replacing Bryon Adams Jr.

H. MUSEUM - Motion reappointing Gregory Giles to the Museum Board of Trustees for a three-year term expiring December 31, 2022.

I. MUSEUM - Motion appointing David Halaas to the Museum Board of Trustees to complete the balance of a three-year term expiring December 31, 2020, replacing Priscilla Forsyth; and reappointing David Halaas for a three-year term expiring December 31, 2023.

J. MUSEUM - Motion appointing John Meyers to the Museum Board of Trustees for a three-year term expiring December 31, 2022, replacing Katie Colling.

K. PLANNING AND ZONING - Motion appointing Robert Anderson to the Planning and Zoning Commission and Board of Adjustment to complete the balance of a five-year term expiring June 30, 2024, replacing Eric Coleman.

L. PLANNING AND ZONING - Motion appointing Andrew Glisar to the Planning and Zoning Commission and Board of Adjustment to complete the balance of a five-year term expiring June 30, 2022, replacing David S. Silverberg.

M. SENIORS ADVISORY - Motion appointing Kristen Hammerstrom to the Seniors Advisory Committee for a three-year term expiring December 31, 2022, replacing Jean Carlson.

N. SENIORS ADVISORY - Motion reappointing Shirley McLeod to the Seniors Advisory Committee for a three-year term expiring December 31, 2022.

9. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

1. CLASS B BEER PERMIT (beer/carry-out beer/wine coolers)
   a. Floyd Park Golf Course, 2810 Ordway Avenue (Renewal)

2. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
   a. Chipotle Mexican Grill, 5001 Sergeant Road, Suite 240 (Renewal)
   b. Koi Sushi & Steakhouse, 1790 Hamilton Boulevard (New)
   c. Orpheum Theatre, 520-528 Pierce Street (Renewal)
   d. Point After, 2320 Transit Avenue (Renewal)

B. OFF-PREMISE SALES

1. CLASS B WINE PERMIT (wine only)
   a. Save A Lot, 1730 Pierce Street (Renewal)

2. CLASS C BEER PERMIT (beer/wine coolers)
   a. La Plazita Latina, 1300 West 4th Street (Renewal)
   b. Save A Lot, 1730 Pierce Street (Renewal)
10. BOARD, COMMISSION, AND COMMITTEE MINUTES

A. Library Board of Trustees - December 18, 2019
B. Mayor’s Youth Commission - September 16; October 7 and 21; November 4 and 25; December 2 and 9, 2019
C. Woodbury County Information and Communication Commission – December 11, 2019

- End of Consent Agenda -

DISCUSSION

11. Resolution of concurrence to Woodbury County Law Enforcement Center Authority’s resolution calling a special county election.

12. CITIZEN CONCERNS

13. COUNCIL CONCERNS

14. ADJOURNMENT

City Council agendas are also available at 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.
MEETING DATE: January 13, 2020

ACTION ITEM #: 2

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

SUBJECT: Interviews for City Council appointed Boards, Commissions and Committees:
Historic Preservation Commission: Lawrence Obermeyer
Parking and Skywalk System Board of Trustees: Samuel Avery

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

RECOMMENDATION:
Staff respectfully requests that City Council interview the applicants listed for the applicable Board, Commission or Committee.

DISCUSSION:
Historic Preservation Commission - there are 2 vacant positions as of June 30, 2019.

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

Below is a portion of the Vacancy Report pertinent to the Historic Preservation Commission:

<table>
<thead>
<tr>
<th>2 Vacancies: NAME</th>
<th>Vacancy Information</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sara DeAnda</td>
<td>Expired</td>
<td>06/30/19</td>
</tr>
<tr>
<td>William Burrows</td>
<td>Expired</td>
<td>06/30/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9 Members: NAME</th>
<th>TERM (3 Year)</th>
<th>APPOINTMENT</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sara DeAnda</td>
<td>3rd</td>
<td>07/11/16</td>
<td>06/30/19</td>
</tr>
<tr>
<td>William Burrows</td>
<td>1st</td>
<td>08/01/16</td>
<td>06/30/19</td>
</tr>
<tr>
<td>Charles (Mark) Custer</td>
<td>1st</td>
<td>10/01/18</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Adam Fullerton</td>
<td>2nd</td>
<td>07/17/17</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Johnathan Vodochodsky</td>
<td>Partial</td>
<td>01/29/18</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Dakota Kenney</td>
<td>Partial</td>
<td>05/06/19</td>
<td>06/30/21</td>
</tr>
<tr>
<td>Doug Strohbeen</td>
<td>1st</td>
<td>07/16/18</td>
<td>06/30/21</td>
</tr>
<tr>
<td>Anna Vestwebber</td>
<td>1st</td>
<td>07/16/18</td>
<td>06/30/21</td>
</tr>
<tr>
<td>Amy Macfarlane</td>
<td>2nd</td>
<td>07/22/19</td>
<td>06/30/22</td>
</tr>
</tbody>
</table>
Parking and Skywalk System Board of Trustees - there are 2 vacant positions as of December 31, 2019.

Samuel Avery previously served the following term on the Parking and Skywalk System Board of Trustees.

Partial Term – 08/27/18 - 12/31/19

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

---

### Parking and Skywalk System Board of Trustees

**Check Membership Requirements**

<table>
<thead>
<tr>
<th>2 Vacancies: NAME</th>
<th>Vacancy Information</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexcia Boggs (Prop)</td>
<td>Expiring</td>
<td>12/31/19</td>
</tr>
<tr>
<td>Samuel Avery (Parking)</td>
<td>Expiring</td>
<td>12/31/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7 Members: NAME</th>
<th>TERM (3 Year)</th>
<th>APPOINTMENT</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monette Harbeck (City)</td>
<td>City Staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alexcia Boggs (Prop)</td>
<td>1st</td>
<td>02/13/17</td>
<td>12/31/19</td>
</tr>
<tr>
<td>Samuel Avery (Parking)</td>
<td>Partial</td>
<td>08/27/18</td>
<td>12/31/19</td>
</tr>
<tr>
<td>Mark Reinders (Prop)</td>
<td>3rd</td>
<td>01/29/18</td>
<td>12/31/20</td>
</tr>
<tr>
<td>Jeff Lamoreux (Prop)</td>
<td>Partial</td>
<td>02/25/19</td>
<td>12/31/20</td>
</tr>
<tr>
<td>Pat Rosacker (Prop)</td>
<td>Partial/1st</td>
<td>11/20/17</td>
<td>12/31/21</td>
</tr>
<tr>
<td>Ragen Cote (Dwtn Pt)</td>
<td>3rd</td>
<td>01/28/19</td>
<td>12/31/21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3 Applications: NAME</th>
<th>Application Received</th>
<th>Interview date/Notes</th>
<th>App Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Fahrendholz (Prop)</td>
<td>12/19/18</td>
<td>01/28/19</td>
<td>06/19/20</td>
</tr>
<tr>
<td>Alexcia Boggs (Parking)</td>
<td>11/18/19</td>
<td>01/06/20</td>
<td>05/18/21</td>
</tr>
<tr>
<td>Samuel Avery (Parking)</td>
<td>01/06/20</td>
<td>01/13/20</td>
<td>07/06/21</td>
</tr>
</tbody>
</table>

**FINANCIAL IMPACT:**
None.

**RELATIONSHIP TO STRATEGIC PLAN:**
Interviewing and appointing citizens to various Boards, Commissions, and Committees shows our effort to incorporate citizen input in Municipal Government.

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

As stewards of the City of Sioux City we will strive to enhance connectivity with citizens and businesses – Encourage resident engagement within the community.
ALTERNATIVES:
Staff respectfully requests Council interview all Board, Commission and Committee applicants; Council may then choose to appoint or not to appoint each interviewee per their individual preference.

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

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

Date 2 January 2020

BOARD, COMMISSION or COMMITTEE: HISTORIC PRESERVATION COMMISSION

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

GENERAL INFORMATION
Name Lawrence L. Obermeyer (Larry) Phone Residence 712.253.0069
Home Address 3915 Fieldcrest Dr Sioux City, IA 51103
Street
City/State Zip
E-Mail Address lobermeyer@usa.net

Employer Briar Cliff University - Office of University Relations Phone Business 712.279-5423
Business Address 3303 Rebecca St Sioux City, IA 51104
Street
City/State Zip Code

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:
Are you a Sioux City resident? Yes® No® How many years have you been a resident? 62 years
Are you a registered voter? Yes® No®
Have you reviewed the Ordinance or Resolution establishing the Board, Commission or Committee you are applying for? Yes® No® (If no, please contact the City Clerk's Office at 712.279.6313 to obtain a copy.)

SERVING ON A BOARD - Are you currently serving on any other City Council appointed Board, Commission or Committee? Yes® No® If yes list here: ________________
It is the general policy of the City to allow a person to serve on only one City Council appointed Board, Commission or Committee at any given time. If you answered yes, please explain why Council should make an exception to the general policy and allow you to serve on multiple Boards, Commissions or Committees:

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

COMMUNITY INVOLVEMENT - Please describe your past and present community involvement including voluntary, social, city, church, school, business, and/or professional associations you have been involved in and are applicable to this application. (Include dates of involvement and any offices or leadership positions held.)
- Sioux City Railroad Museum/Siouxland Historical Railroad Association: President, Board Member
- Sioux City Heritage Trolley Association: Founding President, Board Member
- Sioux City Housing Trust Fund: Board Member
- MRHD (Missouri River Historical Development, Inc.): Secretary, Board Member
- Crittenton Center: Board Member
STATE, COUNTY, or MUNICIPAL BOARDS or COMMISSIONS - List any you are presently serving on:

- Woodbury County REAP Committee: County Chair (represent Historical and Heritage Sector)

SPECIAL QUALIFICATIONS - Please list any special qualifications for serving on a City Council appointed Board, Commission or Committee including skills, training, licenses and certificates that are applicable:

- Masters of Public Administration with a concentration in Public Management with emphasis in Urban Planning and Public Marketing
- 35 years leadership experience with one of the largest historic preservation projects outside of downtown Sioux City
- Authored and successfully submitted 2 National Register Nominations and hundreds of grant applications securing over $120 million

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

- I believe I can assist or consult with citizens on historic preservation projects and heritage education programs they would like to undertake. I would like to continue the commission's tradition of strong community service.

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

- I am not aware of any conflict of interest. However, as a MRHD board member, I would have to abstain on any funding applications and awards for the City of Sioux City. For commission work, I would also abstain on any action items relating to the organizations I am associated with.

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

Name: Matthew Merk
Name: Jon Wagoner
Address: Sioux City Railroad Museum
Address: 134 Cook Dr.
3400 Sioux River Rd, Sioux City, IA 51109
Sioux City, IA 51104
Phone: 712.253.7531 or 712.233.6996
Phone: 712.258-0865

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

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

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

/s/ Lawrence L. Obermeyer (Larry) Date 02 January 2020
Signature

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

By utilizing the expertise of Commission members, researching current information, and partnering with other groups and local, state and national organizations, the Sioux City Historic Preservation Commission will:

MEMBER ROLE

The role of an HPC member includes the following activities: Advise the City Council and other groups on preservation issues; Assist businesses, groups, and individuals in preservation efforts; Educate the residents of Sioux City about methods and merits of preservation; Safeguard the City's historic and cultural heritage by preserving sites of significance; and, Identify, protect, and enhance potential historic attractions for tourism and business.

Nominee's Questionnaire

1. What is your definition of 'historic preservation'?
   - Historic Preservation is about curating the places, objects, and material culture of the community to tell the story of our Sioux City and surrounding region.

2. Describe your past or current involvement in historic preservation projects.
   - I have worked with many citizens and local leaders to preserve and transform the Milwaukee Railroad Shops Historic District into the Sioux City Railroad Museum.
   - I have consulted with several historic preservation projects in the community and helped them secure state funding.
   - My research and historic preservation interests are in the Business History Community, Industrial Heritage, and Place-Based Heritage Sites.

3. Do you have specific ideas for future historic preservation projects in Sioux City?
   - I would like to evaluate the possibility of the Commission continuing its successful Historic Preservation Week and grow this into a Community Affinity group to facilitate ongoing networking among citizens and organizational representatives who lead historic preservation projects and heritage education programs.

4. The Historic Preservation Commission is an Administrative Board with significant oversight responsibilities; what do you feel your role will be if appointed?
   - To work with other Commission members and City staff to identify historic properties and heritage-related projects that can help stimulate economic development and promote place making activities that serve City growth plans.

5. Are you able to commit time to the monthly meeting held on the 1st Tuesday of the month at 3:30 p.m. and additional time on various projects of the Commission? (Please provide detail)
   - Yes I am.

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

/s/ Lawrence L. Obermeyer (Larry) 02 January 2020
Signature Date
CITY OF SIoux CITY, IOWA
APPLICATION FOR APPOINTMENT TO A CITY COUNCIL
APPOINTED BOARD, COMMISSION OR COMMITTEE

Date 12/25/2019

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

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

GENERAL INFORMATION
Name Samuel George Avery Phone Residence 712-898-6240
Home Address 2000 Outer Drive APT 735 Sioux City Iowa 51104
Street
City/State Zip
E-Mail Address Sam@Counseldoc.com

Employer Counsel Office & Document Phone Business 712-898-6240
Business Address 530 6th Street Sioux City IA 51101
Street City/State Zip Code

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:
Are you a Sioux City resident? Yes() No() How many years have you been a resident? 25
Are you a registered voter? Yes() No() Have you reviewed the Ordinance or Resolution establishing the Board, Commission or Committee you are applying for? Yes() No() (If no, please contact the City Clerk's Office at 712.279.6313 to obtain a copy.)

SERVING ON A BOARD - Are you currently serving on any other City Council appointed Board, Commission or Committee? Yes() No() If yes list here:
It is the general policy of the City to allow a person to serve on only one City Council appointed Board, Commission or Committee at any given time. If you answered yes, please explain why Council should make an exception to the general policy and allow you to serve on multiple Boards, Commissions or Committees:

Have you previously served on any other City Council appointed Board, Commission or Committee? Yes() No() If yes list here: Parking & Skywalk Board

COMMUNITY INVOLVEMENT - Please describe your past and present community involvement including voluntary, social, city, church, school, business, and/or professional associations you have been involved in and are applicable to this application. (Include dates of involvement and any offices or leadership positions held.)
I am currently on the Parking & Skywalk Board and doing my part to help make decisions that can help the City. I have been serving as a Chamber of Commerce Ambassador helping with Ribbon Cuttings and welcoming new business to Sioux City. I have done some other volunteer work during our flooding days by helping random people sandbag their homes. I spent days helping people protect their homes and had a lot of fun doing it.
STATE, COUNTY, or MUNICIPAL BOARDS or COMMISSIONS - List any you are presently serving on:

Parking & Skywalk Board

SPECIAL QUALIFICATIONS - Please list any special qualifications for serving on a City Council appointed Board, Commission or Committee including skills, training, licenses and certificates that are applicable:

I am very good with people and have excellent people skills. I am very team oriented and love working together to make decisions. I am very detailed with my work which helps in decision making. I have great technology skills. My role with the company is selling technology so I have to stay up to date with everything.

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

I served on this Board all of last year and learned a ton! I want to continue being a part of this and do my part while making a difference in the community. I see how important this Board really is and I can use my skills to help in any way possible.

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

No Conflict of Interest

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

Name: Noel Avery
Address: 500 46th Street
Sioux City, Iowa
Phone: 712-898-2481

Name: Ryan Lundgren
Address: 505 Lake Avenue
Storm Lake IA 50588
Phone: 712-560-6848

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

If appointed, I am willing to attend the designated Board, Commission or Committee training. Yes X No 0

Signature

Date 12-25-19

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

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

MEMBER ROLE

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

Nominee’s Questionnaire

1. Do you have an interest in the downtown skywalk system or downtown parking?
   Yes, we need a safe environment for people to be in. Since the City gets revenue from our parking system, it is very important to monitor it.

2. Describe your use of the downtown skywalk system and downtown parking?
   I work in the MLK ramp. Since my office is directly connected to MLK, I experience lots of traffic in this ramp every day. I park in the ramp and have first hand experience with it every day.

3. Do you have specific ideas for future development or improvements for the downtown skywalk system and downtown parking?
   I do think it would be a great idea to have video cameras in the ramps. I know there is an upfront cost to them, but there is so much damage being done on a monthly basis that we are not catching. I have introduced multiple business partners that specialize in security cameras.

4. The Parking and Skywalk System Board of Trustees is advisory in nature. What do you see as your role if appointed?
   My role is to be a team member and help make good decisions. Being detailed along with my people skills will provide value to the Board. Since I have many technology partners, I can use this if security cameras are ever needed.

5. Are you able to commit time to the monthly board meeting held every 3rd Wednesday at 9:00 a.m.? (Please provide detail)
   Yes this is not a problem at all. I make my own schedule.

[Signature] 12-25-19
A Closed Session of the City Council was held at 3:45 p.m. The following Council Members were present on call of the roll: Groetken, Moore, Schoenherr, Scott, and Watters. Absent: None.

Staff members present included: Robert Padmore, City Manager; Nicole M. DuBois, City Attorney; and Lisa McCardle, City Clerk.

Motion by Scott, seconded by Moore, 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 3:58 p.m.; all voting aye.

ADJOURNMENT

There being no further business, the meeting was adjourned at 3:59 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.
CITY COUNCIL CHAMBERS  SIOUX CITY, IOWA  JANUARY 6, 2020

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

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

2. The Council interviewed the following applicants for positions on Boards, Commissions, and Committees:
   A. Building and Housing Code Board: Brian Crichton
   B. Museum Board of Trustees: David Halaas
   C. Parking and Skywalk System Board of Trustees: Alexcia Boggs
   D. Parks and Recreation Advisory Board: Barbara-Anne Huculak

CONSENT AGENDA

Motion by Scott, seconded by Moore, to adopt the Consent Agenda; all voting aye. Items 3 through 10C are approved unanimously unless specifically noted after the item.


Reading of the minutes of January 2, 2020, was waived and as part of the consent agenda the minutes were approved as presented.


5. GEMT - Resolution approving Ground Emergency Medical Transportation FY 2018 and FY 2019 Annual Cost Reports and authorizing submission to the Department of Human Services Iowa Medicaid Enterprise for review and authorization to invoice Medicaid for unreimbursed costs. 2020-0002

6. SGH REDGLAZE - Resolution accepting the work and authorizing final payment to SGH Redglaze Holdings, Inc. of Omaha, Nebraska for a portion of the Hail Damaged Roofs and Buildings Projects. (Project No. 7005.5-889-003) 2020-0003

7. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS
   A. SARGENT DRILLING - Resolution awarding a Service Provider Agreement to Sargent Drilling of Geneva, Nebraska for the rehabilitation of Well No. 8 located in Chris Larsen Park in an amount not to exceed $77,997. (RFB No. 259714) 2020-0004

   B. BAINBRIDGE - Resolution awarding and approving a contract to Bainbridge Construction, LLC in the amount of $1,339,814.06 for the Leech Avenue Reconstruction (South Fairmount Street to South Rustin Street) Project. (Project No. 6988-719-287) 2020-0005
C. SC ENGINEERING - Resolution awarding a contract to Sioux City Engineering Company in the amount of $2,941,084.61 for the Glenn Avenue from South Cecelia Street to South Rustin Street Reconstruction Project, Iowa Department of Transportation Project No. STP-U-7057(702)—70-97. (City Project No. 6964-719-357) 2020-0006

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

D. RS&H - Resolution approving Work Order No. 41 with RS&H Iowa, P.C. in an amount not to exceed $244,858 for the design and bidding services in connection with the Taxiway A Reconstruction (Between Taxiway B & C) Project at the Sioux Gateway Airport / Brigadier General Bud Day Field. 2020-0007

8. ACTIONS RELATING TO PROPERTY

A. TETON - Resolution setting dates of a consultation and a public hearing on a proposed Amended and Restated Urban Renewal Plan for the Teton Urban Renewal Project Area of the City of Sioux City, Iowa. 2020-0008

B. CBD - Resolution setting dates of a consultation and a public hearing on a proposed Amended and Restated Urban Renewal Plan for the Combined Central Sioux City – CBD Urban Renewal Project Area of the City of Sioux City, Iowa. 2020-0009

C. DONNER PARK - Resolution setting dates of a consultation and a public hearing on a proposed Amended and Restated Urban Renewal Plan for the Amended Donner Park Urban Renewal Project Area of the City of Sioux City, Iowa. 2020-0010

D. FLOYD RIVER - Resolution setting dates of a consultation and a public hearing on a proposed Amended and Restated Urban Renewal Plan for the Combined Floyd River Urban Renewal Project Area of the City of Sioux City, Iowa. 2020-0011

E. AIRPORT - Resolution inviting proposals for the lease of land in the Donner Park Urban Renewal Area, announcing the intent to accept the proposal of Tim Stewart doing business as Stewart Farms, fixing the date for receipt of proposals, and for public hearing and providing for notice thereof. (Various parcels of farm land located at the Sioux Gateway Airport/Brigadier General Bud Day Field) 2020-0012

9. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

   1. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
      a. Buffalo Alice, 1020-1022 4th Street (New)

10. BOARD, COMMISSION, AND COMMITTEE MINUTES

A. Airport Board of Trustees – November 14, 2019
B. Historic Preservation Commission – November 5, 2019
C. Parking and Skywalk System Board of Trustees – December 18, 2019

- End of Consent Agenda -
HEARINGS

11. Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the 520 Booster Station Facility Improvements Project. (Project No. 519-132) 2020-0013

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

12. Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the City Hall Variable Air Volume (VAV) Replacement Project. (Project No. 7058-889-001) 2020-0014

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

13. Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the Utility Pour Backs Project. (Project No. 7095-519-164) 2020-0015

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

14. Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the Tyson Events Center Cooling Tower Replacement Project. (Project No. 7093-379-010) 2020-0016

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

DISCUSSION

15. Resolution approving Preconstruction Agreement No. 2020-6-055 with the Iowa Department of Transportation for the replacement and repair of storm sewer intakes and sanitary sewers in connection with the Iowa 12/Riverside Boulevard from War Eagle Drive to Military Road Overlay Project. (IDOT Project No. NHSX-012-1(35)—3H-97) 2020-0017

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

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

16. Resolution approving Preconstruction Agreement No. 2020-6-067 with the Iowa Department of Transportation for the reconfiguration of Iowa 12/Riverside Boulevard from a four (4) lane to a three (3) lane roadway in connection with the Iowa 12/Riverside Boulevard from War Eagle Drive to Military Road Overlay Project. (IDOT Project No. NHSX-012-1(35)—3H-97)

Dave Carney, Public Works Director, and Shane Tymkowicz, P.E., IDOT District Engineer, provided information on the item.
Brian Fahrendholz, 2620 28th St, representing the School District; Terry Burnight, 629 Paque-quette Ave; Cindy Langseth, 1001 Paul Ave; Justin Truhe, co-owner of JT’s Pub, 1742 Riverside Blvd; Janet Johnson, 2419 Boise St, owner Riverside Car Wash, 2401 Riverside Blvd; Bob De Smidt, 6005 Pine View Dr; Kati Bak, 27756 K49, Hinton, President Siouxland Cyclists Club; Tyler Miller, 1027 River Dr; and Ray Rowe, 1619 Riverside Blvd; spoke on the item.

Motion by Scott, seconded by Moore, to defer the item to January 27, 2020; all voting aye.

17. CITIZEN CONCERNS

There were no citizen concerns.

18. COUNCIL CONCERNS

Watters requested information on proposed language for construction contracts and asked to see the contract language that Minnesota uses; DuBois stated she would provide the information to Council. Watters inquired about the status of the Renewable Fuels Project; Mark Simms, Utilities Director, stated the buildings are under construction with a projected completion of early March 2020 and after the required waiting periods and testing it may be early May 2020 before fully injecting and receiving credit for it. Watters also asked for follow-up on his request to raise the window blinds on the Museum at night, which would allow people passing by to see the displays and why it is not happening as he has requested.

Moore stated he would like to make the trip to Des Moines for 2020 Legislative Priorities and asked Padmore to make the arrangements; Padmore stated he is working on a plan. Moore also stated he would like to create an Animal Control Board of Volunteers and involve Cindy Rarat, Hannah, Inc, the City’s Animal Control Contractor.

Scott inquired about the status of the placarded property at 3927 Country Club Blvd; DuBois stated a petition has been filed in District Court to take the property but no answer has been received yet. Scott also inquired about the statement in the Historic Preservation Commission minutes from November 5th, claiming there is no support for creating a Downtown Historic District; Jeff Hanson, Community Development Operations Manager, stated he believes SHPO (State Historic Preservation Officers) is resistant to creating a formal historic district because it would include too many non-historical buildings, Hanson stated he will follow-up with staff and provide a formal report to Council.

19. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:37 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.
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 13, 2020  ACTION ITEM # 4

FROM: Matt Salvatore, Parks and Recreation Director

SUBJECT: Resolution awarding a Service Provider Agreement to CRP Services, LLC of Albia, Iowa in an amount not to exceed $32,000.06 for the Ravine Park Controlled Burn Project. (3000 S. Lewis Boulevard)

RECOMMENDATION:
Staff respectfully requests Council approve a resolution awarding a Service Provider Agreement to CRP Services, LLC of Albia, Iowa in an amount not to exceed $32,000.06 for the Ravine Park Controlled Burn Project. (3000 S. Lewis Boulevard)

DISCUSSION:
The Ravine Park Controlled Burn Project was transferred to the Sioux City Parks and Recreation Department when the Utilities Department Environmental Services Analyst position became vacant. The Parks and Recreation Department staff is currently coordinating the Ravine Park Controlled Burn Project.

A Consulting Services Agreement was awarded to JEO Consulting Group, Inc. on July 8, 2019 pursuant to Resolution No. 2019-0549 for project management of the Ravine Park Restoration and Maintenance Project. The project is funded through the Iowa Department of Natural Resources Clean Water State Revolving Fund (SRF) Sponsored Project Program. Per the terms of the program, sponsored projects must meet certain requirements that provide habitat, soil, and water quality improvements.

An initial assessment of the park was conducted in 2013 with several recommendations made to improve this urban green space while reducing peak storm water runoff rates. Several projects have been completed; these include replacement of storm infrastructure, in-channel stream stabilization structures, and construction of two large bio-retention cells that capture storm water runoff from Southern Hills Mall.

In addition to these projects, the South Ravine Park Prairie Restoration Work Plan was prepared by HR Green and approved by SRF. The work plan includes methods for removal of undesirable and invasive vegetation, prairie restoration, and long term, on-going vegetation management. As outlined in the plan, a critical step in removing overgrown and invasive species is through controlled burning, a natural way to reduce vegetation and encourage growth of native species. Removal of undesirable vegetation, in conjunction with a controlled burn, in South Ravine Park will further reduce runoff and subsequent erosion of the stream channel.
City staff is requesting City Council award a Service Provider Agreement to CRP Services, LLC to prepare and execute a prescribed burn in Ravine Park. The Scope of Services will include a full assessment of the property, preparation of a burn plan, implementation of fire breaks, and conducting the controlled burn in an amount not to exceed $32,000.06.

FINANCIAL IMPACT:
This project is funded under the 2020 CIP 549-165, Ravine Park Restoration and Maintenance. The project balance is $32,555.00.

RELATIONSHIP TO STRATEGIC PLAN:
Municipal Responsibility – Quality of Life
Focus Area – Explore Destination Sioux City
Infrastructure – We will invest in infrastructure to attract and retain business, spur residential growth, and increase quality of life.

ALTERNATIVES:
The City Council may choose to deny this agreement and require staff to seek services from another provider.

ATTACHMENTS:
Resolution
Service Provider Agreement-Hard Copy
RESOLUTION AWARDING A SERVICE PROVIDER AGREEMENT TO CRP SERVICES, LLC OF ALBIA, IOWA IN AN AMOUNT NOT TO EXCEED $32,000.06 FOR THE RAVINE PARK CONTROLLED BURN PROJECT. (3000 S. LEWIS BOULEVARD)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that a Service Provider Agreement, a copy of which is attached hereto and by this reference made a part hereof, be awarded to CRP Services, LLC of Albia, Iowa in an amount not to exceed $32,000.06 for the preparation and execution of a prescribed burn in Ravine Park.

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

PASSED AND APPROVED: January 13, 2020

Robert E. Scott, Mayor

ATTEST: Lisa L. McCardle, City Clerk
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 13, 2020

FROM: David Carney, Public Works Director
      David DeLong, Fleet Supervisor
      Spero Vlahoulis, Purchasing Manager

ACTION ITEM # 5

SUBJECT: Resolution awarding a purchase order to Karl Chevrolet, Inc. of Ankeny, Iowa, in the amount of $35,539.08 for the purchase of two (2) 2020 Chevrolet Malibu Sedans.

RECOMMENDATION:
Staff respectfully requests the City award a purchase order to Karl Chevrolet, Inc. of Ankeny, Iowa, in the amount of $35,539.08 for the purchase of two (2) 2020 Chevrolet Malibu Sedans.

DISCUSSION:
The City of Sioux City will purchase the sedans and lease them to the Siouxland District Health Department per the Motor Vehicle Lease Agreement between the City of Sioux City and the Siouxland District Health Department. The lease agreement will be presented at a future City Council meeting.

On November 25, 2019, City Council approved Resolution No. 2019-0925 for the purchase of eleven (11) 2020 Chevrolet Malibu Sedans from Karl Chevrolet, Inc. of Ankeny, Iowa. On December 30, 2019 the Siouxland District Health Department contacted City staff and requested two new vehicles. City staff contacted Karl Chevrolet, Inc. and they agreed to hold pricing on the vehicles approved at the November 25, 2019 meeting. At the time the sedans were bid out City staff received four (4) quotes and Karl Chevrolet, Inc. was the low bid by $125.46 or .7%, per vehicle. No local bids were within 2% of the low bid.

FINANCIAL IMPACT:
Funds will be paid from account #609-6759-488.43-01, CMG Equipment Replacement, License Vehicles and Siouxland District Health will pay lease charges back to the City.

RELATIONSHIP TO STRATEGIC PLAN:
This is part of the annual equipment replacement schedule listed in the core operations element of the City’s strategic plan for the Central Maintenance Garage Division.

ALTERNATIVES:
Reject the bids.

ATTACHMENTS:
Resolution.
RESOLUTION NO. 2020 -

RESOLUTION AWARDING A PURCHASE ORDER TO KARL CHEVROLET, INC. OF ANKENY, IOWA, IN THE AMOUNT OF $35,539.08 FOR THE PURCHASE OF TWO (2) 2020 CHEVROLET MALIBU SEDANS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that a purchase order be issued to Karl Chevrolet, Inc. of Ankeny, Iowa, in the amount of $35,539.08 for the purchase of two (2) 2020 Chevrolet Malibu Sedans.

PASSED AND APPROVED: January 13, 2020

______________________________
Robert E. Scott, Mayor

ATTEST: _________________________
Lisa L. McCardle, City Clerk
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 13, 2020
ACTIONS ITEM #: 6A

FROM: Don Trometer, Risk Manager

SUBJECT: Resolution approving partial settlement of a worker's compensation claim and authorizing payment thereof (Sturges)

RECOMMENDATION:
Staff respectfully requests the City Council approve partial settlement of a worker’s compensation claim.

DISCUSSION:
On December 12, 2016, Utility employee, Richard Sturges, was working at a water main break and injured his left shoulder, left wrist and ribs.

FINANCIAL IMPACT:
Reduce the workers compensation budget by $47,299.18.

RELATIONSHIP TO STRATEGIC PLAN:
N/A

ALTERNATIVES:
Litigation

ATTACHMENTS:
Resolution
RESOLUTION NO. 2020 - __________

RESOLUTION APPROVING PARTIAL SETTLEMENT OF A WORKER’S COMPENSATION CLAIM AND AUTHORIZING PAYMENT THEREOF (STURGES)

WHEREAS, a worker’s compensation claim was filed against the City of Sioux City, Iowa by Richard Sturges resulting from an injury sustained on December 12, 2016; and

WHEREAS, the City Council has been advised and does believe that it will be in the best interests of the City to compromise and partial settle said worker’s compensation claim.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that said worker’s compensation claim be partial settled and the Director of Finance be and she is authorized and directed to issue a check from the appropriate fund in the amount of $47,299.18 payable to Richard Sturges.

BE IT FURTHER RESOLVED that said check be delivered to the Legal Department and that the City Attorney shall make the necessary filings with the Iowa Industrial Commissioner and thereafter deliver the check.

PASSED AND APPROVED: January 13, 2020

Robert E. Scott, Mayor

ATTEST:

Lisa L. McCardle, City Clerk
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 13, 2020 ACTION ITEM # 6B
FROM: David Carney, Public Works Director
       Ed Pickens, Streets Superintendent

SUBJECT: Resolution approving payment to Nystrom Electric, Inc. of Sioux City, Iowa in the amount of $45,960.79 for the emergency repairs to the power lines, meter and traffic signal control box at the intersection of Tri-View Avenue and Hamilton Boulevard. (RFQ# 260402).

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

RECOMMENDATION:
Staff respectfully requests the City Council approve payment to Nystrom Electric, Inc. of Sioux City, Iowa in the amount of $45,960.79 for the emergency repairs to the power lines, meter and traffic signal control box at the intersection of Tri-View Avenue and Hamilton Boulevard. (RFQ# 260402).

DISCUSSION:
Nystrom Electric, Inc. was called to perform emergency repairs due to a single vehicle traffic crash at intersection of Hamilton Boulevard and Tri View Avenue on September 19, 2019. Total costs incurred were $45,960.79. City Legal is currently attempting to recover costs for the damages from the truck driver’s insurance company. Work was authorized by staff to expedite the repair.

FINANCIAL IMPACT:
Funds are available in project #138-002 Annual Street Light Repairs/Maintenance, available balance is $11,435.66. City is expecting to recover $40,000 from insurance for the at fault party.

RELATIONSHIP TO STRATEGIC PLAN:
Relationship complies with City Operational Plans.

ALTERNATIVES:
Reject the request for payment.

ATTACHMENTS:
Resolution
RFQ No. 260402
RESOLUTION NO. 2020 -

RESOLUTION APPROVING PAYMENT TO NYSTROM ELECTRIC, INC. OF SIOUX CITY, IOWA IN THE AMOUNT OF $45,960.79 FOR THE EMERGENCY REPAIRS TO THE POWER LINES, METER AND TRAFFIC SIGNAL CONTROL BOX AT THE INTERSECTION OF TRI-VIEW AVENUE AND HAMILTON BOULEVARD. (RFQ# 260402).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Director of Finance be and she is hereby authorized and directed to issue a check from the proper fund in the amount of $45,960.79 for the emergency repairs to the power lines, meter and traffic signal control box at the intersection of Tri-View and Hamilton Boulevard.

PASSED AND APPROVED: January 13, 2020

Robert E. Scott, Mayor

ATTEST:

Lisa L. McCardle, City Clerk
**NYSTROM Electric**

1804 West 3rd Street - Sioux City, IA 51105
PHONE (712) 252-0232
FOX (712) 252-0402

**Invoice**

Invoice Date: 10/29/2019
Due Date: 11/20/2019
Customer Number: 00-0000225

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Extension Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>SALES - MATERIALS</td>
<td>1.00</td>
<td>37,077.00</td>
<td>37,077.00</td>
</tr>
<tr>
<td>NL</td>
<td>LABOR - JOURNEYMAN</td>
<td>52.906</td>
<td>70.00</td>
<td>3,840.00</td>
</tr>
<tr>
<td>NL</td>
<td>LABOR - OVERTIME</td>
<td>22.906</td>
<td>105.00</td>
<td>2,310.00</td>
</tr>
<tr>
<td>NL</td>
<td>LABOR - APPRENTICE</td>
<td>21.506</td>
<td>55.00</td>
<td>1,182.50</td>
</tr>
<tr>
<td>NL</td>
<td>LABOR - APPRENTICE OVERTIME</td>
<td>8.506</td>
<td>82.50</td>
<td>701.25</td>
</tr>
<tr>
<td>29</td>
<td>2 BUCKET TRUCKS @ 7 HRS EA.</td>
<td>14.906</td>
<td>75.00</td>
<td>1,050.00</td>
</tr>
</tbody>
</table>

HAMITON & TRI-VIEW
EMERGENCY REPAIR TO TRAFFIC SIGNALS AT HAMITON AND TRI-VIEW.

REPAIRED DAMAGE TO TRAFFIC INTERSECTION CAUSED WHEN TRUCKS KNOCKED DOWN THE POWER LINES IN THE INTERSECTION. HIGH VOLTAGE SPIKE REQUIRED MULTIPLE COMPONENTS OF THE CONTROL SYSTEM AND FIELD INFRASTRUCTURE TO BE DAMAGED BEYOND REPAIR. CONTROLLER, UPS SYSTEM, AND PORTIONS OF THE FIELD INFRASTRUCTURE WERE REPLACED.

Net Invoice: $45,960.79
Sales Tax: $0.00

Invoice Total: $45,960.79

PAST DUE ACCOUNTS SUBJECT TO A CHARGE OF 1.5% / MONTH
MASTERCARD AND VISA ACCEPTED
RESOLUTION

Resolution consenting to the Lease Assignment between JKL Enterprises Inc. d/b/a COUNSEL and Visual Edge, Inc. and terminating the personal guarantee of the Lease for Space No. 1 in the Martin Luther King Jr. Ground Transportation Center located at 530 6th Street.

RECOMMENDATION:

Staff respectfully requests Council approve the above resolution.

DISCUSSION:

JKL Enterprises, Inc. DBA COUNSEL is the tenant under a lease agreement entered into September 26, 2016 for the property known as Space No. 1 in the Martin Luther King Jr. Ground Transportation Center located at 530 6th Street. The lease was approved by Council pursuant to Resolution No. 2016-0831. The lease was amended on November 7, 2016, pursuant to Resolution No. 2016-0907, in order to add language required by the FTA.

Prior to the expiration of the original term of the lease on September 30, 2019, JKL Enterprises, Inc. DBA COUNSEL advised the City it wished to extend the lease for the three-year option. The lease will now expire on September 30, 2022.

On February 28, 2018, JKL Enterprises Inc. DBA Counsel and VISUAL EDGE, INC., a Delaware corporation executed an asset purchase agreement for the sale of certain assets, which included the ongoing business located at Space No. 1 in the MLK Jr. Ground Transportation Center located at 530 6th Street, Sioux City.

Pursuant to the asset purchase agreement, JKL Enterprises, Inc. DBA COUNSEL desires to assign its interest under the lease to VISUAL EDGE, INC., per the purchase agreement effective February 28, 2018 between JKL Enterprises, Inc. DBA COUNSEL and VISUAL EDGE, INC.

Paragraph 9 of the Lease between the City and JKL Enterprises, Inc. DBA COUNSEL, requires written permission of the City for any assignment of the Lease, which permission should not be unreasonably withheld. The parties are requesting such written permission at this time.

In addition, when the Lease was executed, the City required the principal of JKL Enterprises,
Inc. DBA COUNSEL, Joel Longtin, to execute a personal guarantee for the financial obligations of the company under the Lease. At this time, both JKL Enterprises Inc., DBA COUNSEL and VISUAL EDGE, INC. wish to terminate the Personal Guarantee of the Lease dated September 26, 2016.

FINANCIAL IMPACT:
Income from the lease of the property in the Martin Luther King Jr. Ground Transportation Center supports Transit Operations. This income shall not change with this assignment nor will the release of the Personal Guarantee have a direct impact.

RELATIONSHIP TO STRATEGIC PLAN:
Develop solutions to fill underutilized commercial/residential space and redevelopment space in the downtown.

ALTERNATIVES:
Reject the assignment for the lease of the property. Reject the termination of the Personal Guarantee for the Lease. Staff does not recommend rejection of the assignment or the termination.

ATTACHMENTS:
Resolution.
Assignment and Assumption of Lease-Business Property and Security Deposit.
Lease agreement.
Amendment 1 to the Lease Agreement Between City of Sioux City and JKL Enterprises, Inc., DBA Counsel
Personal Guarantee of Rental Agreement
RESOLUTION CONSENTING TO THE LEASE ASSIGNMENT BETWEEN JKL ENTERPRISES INC. D/B/A COUNSEL AND VISUAL EDGE, INC. AND TERMINATING THE PERSONAL GUARANTEE OF THE LEASE FOR SPACE NO. 1 IN THE MARTIN LUTHER KING JR. GROUND TRANSPORTATION CENTER LOCATED AT 530 6TH STREET.

WHEREAS, on September 26, 2016, pursuant to Resolution No. 2016-0831, the City of Sioux City and JKL Enterprises Inc. d/b/a COUNSEL entered into a Lease Agreement for Space No. 1 in the Martin Luther King Jr. Ground Transportation Center located at 530 6th Street, which Lease Agreement was amended on November 7, 2016, pursuant to Resolution No. 2016-0907; and

WHEREAS, JKL Enterprises Inc. d/b/a COUNSEL desires to assign all of its right, title and interest in the Lease Agreement to Visual Edge, Inc. and terminate the Personal Guarantee of the Lease; and

WHEREAS, the Lease Agreement referred to above requires the City to consent to the assignment of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the City does hereby consent to the assignment of the Lease Agreement for Space No. 1 in the Martin Luther King Jr. Ground Transportation Center located at 530 6th Street by JKL Enterprises Inc. d/b/a COUNSEL to Visual Edge, Inc.

BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized and directed to execute an Assignment and Assumption of Lease-Business Property and Security Deposit, a copy of which is attached hereto and by this reference made a part hereof, and the City Clerk is hereby authorized and directed to issue to JKL Enterprises Inc. d/b/a COUNSEL a certified copy of this resolution as proof of approval of such Assignment.

PASSED AND APPROVED: January 13, 2020

Robert E. Scott, Mayor

ATTEST:

Lisa L. McCardle, City Clerk
ASSIGNMENT AND ASSUMPTION OF LEASE-BUSINESS PROPERTY AND SECURITY DEPOSIT

This Assignment and Assumption of Lease-Business property and Security Deposit (this "Agreement") is executed by JKL Enterprises, Inc., an Iowa corporation d/b/a COUNSEL ("Assignor"), in favor of VISUAL BDG, INC., a Delaware corporation ("Assignee"), as of January 13, 2020 (the "Effective Date"), and agreed to by City of Sioux City, Iowa and is acknowledged and agreed to by City of Sioux City, Iowa ("Lessor").

WHEREAS, Assignor is the tenant under a Lease Agreement entered into September 14, 2016 (collectively, together with all amendments, modifications, supplements, restatements and guarantees thereof, the "Lease") in which City of Sioux City, Iowa is the landlord.

WHEREAS, Pursuant to the Lease, JKL Enterprises, Inc. d/b/a Counsel is leasing the "Premises" as described in the Lease, in the Building(s) located at, and commonly known as, 510 6th Street, Sioux City, Iowa (the "Building").

WHEREAS, Assignee, Assignor and the other parties named therein entered into that certain Asset Purchase Agreement effective as of February 28, 2018 (the "Contract") with respect to the sale of certain assets more particularly described in the Contract, which assets include the business conducted at the Building.

WHEREAS, Assignor desires to assign its interest under the Lease to Assignee, and Assignee desires to accept that assignment, and to assume Assignor's obligations under the Lease, all in accordance with the terms and conditions of this Agreement.

WHEREAS, the parties hereto wish to terminate the Personal Guarantee of Rental Agreement dated as of September 14, 2016 (the "Personal Guarantee") executed by Joel Longin (the "Guarantor"), effective on the Effective Date.

WHEREAS, in connection with the Contract, Assignor, Assignee, Lessor and Guarantor wish to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee and Lessor hereby agree as follows:

I. Assignment and Assumption. As of the Effective Date, Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to (a) the Lease and (b) the Tenant security deposit referred to in the Lease (the "Tenant Security Deposit Balance"). Assignee hereby accepts this Assignment and the rights granted herein, and Assignee hereby expressly assumes, for itself and its successors, assigns and legal representatives, the Lease and the Tenant Security Deposit Balance and all of the obligations and liabilities, fixed and contingent, of Assignor thereunder accruing from and after the date hereof with respect to the Leases and the Tenant Security Deposit Balance and agrees to (i) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liability of Assignor thereunder, which accrue from and after the date hereof, and (ii) keep, perform and observe all of the covenants and conditions contained therein on the part of Assignor to be kept, performed and observed, from and after the date hereof.
2. **Termination of Guarantees.** Effective on the Effective Date, the Lessor hereby unconditionally releases Joel Longan from the obligations contained in the Personal Guarantee and terminates the Personal Guarantee.

3. **General Provisions.**

   a. **Successors.** This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

   b. **Counterparts.** This Assignment may be executed in a number of identical counterparts. Signatures may be delivered by facsimile or electronic delivery, and such signatures shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

   c. **Limitations on Liability in Contract Apply.** The covenants, agreements, disclaimers, representations, warranties, indemnities and limitations provided in the Contract with respect to the Property are hereby incorporated herein by this reference as if hereinafter set forth in full and shall inure to the benefit of and shall be binding upon Assignee and Assignor and their respective successors and assigns.

   d. **Governing Law.** This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State wherein the Property is located, without reference to the conflict of laws provisions thereof.

   e. **Attorney's Fees.** If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of disclosure counsel and appeals), in addition to any other relief awarded by the court.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned has executed this Assignment and Assumption of Leases and Security Deposits as of the day and year first written above.

ASSIGNOR:
JXL ENTERPRISES, INC.

By: ____________________________
   Name: Joel Longin
   Title: __________________________

ASSIGNEE:
VISUAL EDGE, INC.

By: ____________________________
   Name: Michael Mills
   Title: Chief Financial Officer

Acknowledged and Agreed:

LANDLORD
CITY OF SIOUX CITY IOWA

By: ____________________________
   Name: __________________________
   Title: __________________________

Guarantor

Name: Joel Longin
IN WITNESS WHEREOF, the undersigned has executed the Assignment and Assumption of
Leases and Security Deposits of the day and year first written above.

ASSIGNOR:

JRL ENTERPRISES, INC.

By: [Signature]
Title: (Signum)

ASSIGNEE:

VIRTUAL EDGE, INC.

By: [Signature]
Title: (Signum)

Acknowledged and Agreed:

LANDLORD:

CITY OF SIoux CITY IOWA

By: [Signature]
Title: (Signum)
Name: (Signum)

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT is executed in duplicate, made and entered into this 26th day of September, 2016, by and between the City of Sioux City, Iowa, (hereinafter called the "Landlord") whose address for the purpose of this lease is Post Office Box 447, Sioux City, Iowa 51102 and JKL Enterprises, Inc. DBA COUNSEL (hereinafter called the "Tenant") whose address for the purpose of this lease is 3800 Country Club Blvd., Sioux City, IA 51104.

WITNESSETH THAT:

3. LEASED PREMISES AND TERM. The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in Woodbury County, Iowa, to wit:

That part of the Martin Luther King Jr. Ground Transportation Center being in the east 3/8 of Block 10, Sioux City East Addition to Sioux City, Woodbury County, Iowa, also known as Leasable Space No. 1 containing 1,500 square feet commonly known as S30811 Street, (herein "leased premises").

with the improvements therein and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and leased premises as may be shown on "Exhibit A", if any as may be attached hereto, for a term of three years, commencing at midnight of the day previous to the first day of the lease term, which shall be on the 1st day of October, 2016, and ending at midnight on the last day of the lease term, which shall be on the 30th day of September, 2019, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

Tenant shall have the option of extending this lease for an additional period of three years. Said notice exercising the option period shall be given in writing to the City at least sixty days prior to the expiration of the original lease term. The rent during the option period shall be $1,143.50 per month. The Tenant shall also take ownership of the existing office furniture listed on "Exhibit B" at the end of the option period. All other terms and provisions of this lease shall apply to the option period.

The landlord shall also provide three parking spaces in the Martin Luther King Jr. Transportation Center Parking Ramp for the sole use of the Tenant. Tenant shall comply with any and all existing terms of use of the same.

2. RENTAL. Tenant shall pay a lease deposit equal to one month's rent and said deposit shall be paid on October 1, 2016. The deposit shall be returned to the Tenant at the end of the lease or any extension thereof, if all rents and responsibilities of the Tenant are current at that time. Tenant agrees to pay to Landlord as rental for said term, as follows: $1,250.00 per month, in advance, the first rent payment becoming due upon October 1, 2016, and $1,250.00 per month, in advance, on the 1st day of each month thereafter, during the first year of the lease and $1,312.50 in advance, on the 1st day of each month thereafter,
during the second year of the lease and $1,375.00 in advance, on the 1st day of each month thereafter, during the third year of the lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in town, or elsewhere, as the Landlord may, from time to time, designate in writing.

Payments are delinquent if made five days or more after the due date. Delinquent payments shall include a late payment fee equal to five percent (5%) of the monthly payment.

3. POSSESSION. Tenant shall be entitled to possession on October 1, 2016, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be the rebating of the pro rata rental.

4. USE OF LEASED PREMISES. Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for its business as conducting office equipment sales, maintenance and leasing. For restrictions on such use, see paragraphs 6(c), 6(d) and 11(b) below.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said leased premises is free and clear of all liens and encumbrances. Tenant shall and may peaceably have, hold and enjoy the demised leased premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever. (But see paragraph 14, below)

Landlord shall have the right to mortgage all of its right, title, interest in said leased premises at any time without notice, subject to this lease.

6. CARE AND MAINTENANCE OF LEASED PREMISES. (a) Tenant takes said leased premises in their present condition except for such repairs and alterations as may be expressly herein provided. Tenant must provide Landlord with copies of all contracts for build out work on the leased premises if any alterations will be made. All plans for build out work must be approved by the Landlord.

(b) Landlord's duty of care and maintenance. Landlord will keep the roof, structural part of the floor, walls, pipes and sewers above and below leased premises and other structural parts of the building in good repair. Landlord will provide common area maintenance.

(c) Tenant's duty of care and maintenance. Tenant shall, after taking possession of said leased premises and until the termination of this lease and the actual removal from the leased premises, at its expense, care for and maintain said leased premises in a reasonably safe and serviceable condition, except for structural parts of the building. Tenant will furnish all interior and exterior decorating. Tenant will not permit or allow said leased premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents or employees. Without limiting the generality of the foregoing, Tenant will make necessary connections to the sewer, the plumbing, the water pipes and electrical wiring, except as follows:
The Landlord shall be responsible to provide plumbing and electrical maintenance.

and Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of leased premises; to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes within the lease premises. The Tenant agrees to maintain adequate heat to prevent freezing of pipes, if and only if the other terms of this lease fix responsibility for heating upon the Tenant. Tenant at its own expenses may install floor covering and will maintain such floor covering in good condition. Tenant will be responsible for the plate glass in the windows of the leased premises for the first floor. Tenant shall not be responsible for the plate glass if any defects occur as a result of the negligence of the Landlord. Tenant shall make no structural alterations or improvements without the written approval of the Landlord first had and obtained, of the plans and specifications thereof.

(d) Tenant will make no unlawful use of said leased premises and agrees to comply with all valid regulations of the board of health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public. Tenant, by the terms of this lease is leasing leased premises on the ground floor and it will not allow trash of any kind to accumulate on said leased premises in the halls, if any, and it will remove same from the leased premises at its own expense. Landlord will remove snow and ice and other obstacles from the sidewalk on or abutting the leased premises.

7. UTILITIES AND SERVICES. (a) Tenant, during the term of this lease, shall pay, before delinquency, all charges for use of telephone, water, sewer, internet, trash disposal, and 50% of gas and electricity and not limited by the foregoing all other utilities and services of whatever kind and nature which may be used in or upon the leased premises.

(b) Air conditioning equipment and heating equipment shall be furnished by the Landlord. Thereafter maintenance, including repair or replacement thereof, shall be at the expense of the Landlord.

(c) Janitor service shall be furnished at the expense of Tenant.

8. SURRENDER OF LEASED PREMISES AT END OF TERM - REMOVAL OF FIXTURES. (a) Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant [See also 11(a) and 11(e) below]

(b) Tenant may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal.

(c) Holding over. Continued possession, beyond the expiratory date of the term of this lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and
absent a written agreement by both parties for an extension of this lease, or for a new lease shall constitute a month to month extension of this lease.

9. ASSIGNMENT AND SUBLETTING. Any assignment of this lease or subletting of the leased premises or any part thereof, without the Landlord's written permission shall, at the option of the Landlord, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. TAXES. (a) All real estate taxes, levied or assessed by lawful authority (but reasonably preserving either party's rights of appeal) against said real property shall be timely paid by the City.

(b) Personal property taxes. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant's right of appeal) against its personal property on the leased premises, during the term of this lease.

(c) Special assessments. Special assessments shall be timely paid by the Tenant. Special assessments are defined as any tax levied upon the leased premises for any public improvement or nuisance abatement.

11. INSURANCE. (a) Landlord and Tenant will each keep its respective property interests in the leased premises and its liability in regard thereto, and the personal property on the leased premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage; and Tenant will procure and deliver to the Landlord a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto as their interest may appear, except that the Tenant's share of such insurance proceeds are hereby assigned and made payable to the Landlord to secure rent or other obligations than due and owing Landlord by Tenant. [See also 11(a) below]

(b) Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the leased premises or upon any personal property of the Tenant upon which the Landlord by law or by the terms of this lease, has or shall have a lien.

(c) Subrogation rights are not to be waived unless a special provision is attached to this lease.

(d) Tenant further agrees to comply with recommendations of Iowa Insurance Service Bureau and to be liable for and to promptly pay, as if current rental, and increase in insurance rates on said leased premises and on the building of which said leased premises are a part, due to increased risks or hazards resulting from Tenant's use of the leased premises otherwise than as herein contemplated and agreed.

(e) Insurance Proceeds. Landlord shall settle and adjust any claim against any insurance company under its said policies of insurance for the leased premises, and said insurance monies shall be paid to and held by the Landlord to be used in payment for cost of repairs or restoration of damaged building, if the destruction is only partial. [See also 11(a) above]
12. **INDEMNITY AND LIABILITY INSURANCE.** Except as to any incident arising out of roof and structural parts of the building as a result of the negligence of the Landlord, Tenant will protect, indemnify and save harmless the Landlord, its elected officials, officers, employees and agents from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. The Tenant further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than $1,000,000 per incident and $2,000,000 aggregate, and with the limits of $500,000 for property damage, protecting the Landlord against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised leased premises during the term thereof. Certificates or copies of said policies naming the Landlord as an additional insured, and providing for thirty days' notice to the Landlord before cancellation shall be delivered to the Landlord prior to the approval and execution of this lease by the Sioux City City Council. As to insurance of the Landlord for roof and structural faults, see paragraph 11(a) above.

13. **FIRE AND CASUALTY. PARTIAL DESTRUCTION OF LEASED PREMISES.** (a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty days after its occurrence, this lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within sixty days of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond Landlord's reasonable control.

(b) Zoning. Should the zoning ordinance of the City of Sioux City make it impossible for Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on these leased premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.

(c) Total destruction of business use. In the event of destruction or damage of the leased premises including the parking area (if a parking area is a part of the subject matter of this lease) so that Tenant is not able to conduct its business on the leased premises or the then current legal use for which the leased premises are being used and which damages cannot be repaired within sixty days this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty days after such destruction. Tenant shall surrender possession within ten days after such notice issues, and each party shall be released for all future obligations hereunder. Tenant paying rental pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.
14. **CONDEMNATION.** (a) Disposition of awards. Should the whole or any part of the demised leased premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) Date of lease termination. If the whole of the demised leased premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except as its rights are preserved as in paragraph 14(a) above.

15. **TERMINATION OF LEASE AND DEFAULTS OF TENANT.** (a) Termination upon expiration or upon notice of defaults. This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be canceled and forfeited, PROVIDED, HOWEVER, before any such cancellation and forfeiture except as provided in 15(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be canceled and forfeited ten days after the giving of such notice, unless such default or defaults, are remedied within such grace period. In the event Tenant has not remedied a default in a timely manner following a notice of default, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease or forfeiture of the lease. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney fees and court costs, with credit for any amount obtained by reason of reletting.

(b) Bankruptcy or insolvency of tenant. In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceeding or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten days from the giving of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease, re-enter said leased premises, upon giving of ten days' written notice by Landlord to Tenant, all to the extent permitted by applicable law.

(c) In (a) and (b) above, a waiver by the Landlord as to any default shall not constitute a waiver of any subsequent default or defaults.

(d) Acceptance of keys, advertising and re-renting by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this lease.

16. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.** If default shall be made by either party in the performance of, or compliance with, any of the
terms, covenants or conditions of this lease, and such default shall have continued for thirty days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

17. SIGNS. (a) Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided only (1) that any and all signs shall comply with the ordinances of the City of Sioux City and the laws of the State of Iowa; (2) such signs shall not change the structure of the building; (3) such signs if and when taken down shall not damage the building; and (4) such signs shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the leased premises either or both a “For Rent” or “For Sale” sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the leased premises.

18. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon said leased premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

19. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC. (a) The Tenant shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the said leased premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on said leased premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items of personal property so sold or otherwise disposed of, a new or other item in substitution thereof, in like or greater value and adopted to the affixed operation of the business upon the leased premises.

(b) Nothing herein contained shall be construed as denying Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

20. ENVIRONMENTAL.

(a) Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the leased premises by any governmental authority under
any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the leased premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill, release, discharge, emission or disposal of toxic or hazardous substances has occurred on the leased premises.

4. The soil, groundwater, and soil vapor on or under the leased premises is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

(b) Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant’s use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord’s consent is at Landlord’s sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the leased premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the leased premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord, its elected officials, officers, employees and agents harmless from and against all claims, causes or action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date
of this lease and during any term of this lease, including, but not limited to, injury or
death to persons or damage to property, and including any diminution of the value
of any leased premises which may result from the foregoing. This indemnity shall
survive the cessation, termination, abandonment or expiration of this lease.

21. **NONDISCRIMINATION.** The Tenant will not discriminate against any employee or
applicant for employment because of race, color, creed, religion, ancestry, national
origin, sex, disability, or other handicap, age, marital/familial status, or status with regard
to public assistance. The Tenant will take affirmative action to insure that all employment
practices are free from such discrimination. Such employment practices include but are
not limited to the following: hiring, upgrading, promotion, transfer, recruitment or
recruitment advertising, layoff, termination, rates of pay, or other forms of compensation,
and selection for training, including apprenticeship. The Tenant agrees to post in
conspicuous places, available to employees and applicants for employment, notices to
be provided by the contracting agency setting forth the provision of this
nondiscrimination clause.

22. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of
either party, provided in this lease, shall be construed as cumulative and no one of them as
exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party
by law, and shall in no way affect or impair the right of either party to pursue any other
equitable or legal remedy to which either party may be entitled as long as any default
remains in any way unremedied, unsatisfied or undischarged.

23. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the
respective parties hereto at the respective addresses designated on page one of this lease
unless either party notifies the other, in writing, of a different address. Notice to the Tenant
shall be directed to the attention of Joel Longtin. Without prejudice to any other method of
notifying a party in writing or making a demand or other communication, such message
shall be considered given under the terms of this lease when sent, addressed as above
designated, postage prepaid, by registered or certified mail, return receipt requested, by the
United States mail and so received in a United States mailbox.

24. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and
every covenant and agreement herein contained shall extend to and be binding upon
the respective successors, heirs, administrators, executors and assigns of the parties hereto;
except that if any part of this lease is held in joint tenancy, the successor in interest shall be
the surviving joint tenant.

25. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of
this lease to be kept or performed by Landlord or Tenant shall be in any manner modified,
waived or abandoned, except by a written instrument duly signed by the parties and
delivered to the Landlord and Tenant. This lease along with any personal guarantee
executed with regards to this lease contains the whole agreement of the parties.

26. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be
construed as in the singular or plural number, and as masculine, feminine or neuter
gender according to the context.
IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and
year first above written.

TENANT
JDL Enterprises, Inc.
By: ____________________________
   Name: _________________________
   Title: _________________________

LANDLORD
City Of Sioux City Iowa
By: ____________________________
   Name: Robert Padmore
   Title: City Manager
EXHIBIT B

One (1) upright filing cabinet
Three (3) lateral filing cabinets
One (1) conference table
Eight (8) conference chairs
Three (3) office desks
Three (3) desk chairs
Eight (8) guest chairs
AMENDMENT 1 TO THE LEASE AGREEMENT BETWEEN
CITY OF SIOUX CITY AND JKL ENTERPRISES, INC. DBA COUNSEL

This Amendment, entered into this _13 th_ day of _November_ 2016, shall modify the Lease Agreement between the City of Sioux City ("Landlord") and JKL Enterprises, Inc. DBA COUNSEL ("Tenant").

WHEREAS, the City of Sioux City and JKL Enterprises, Inc. DBA COUNSEL entered into a Lease Agreement (the "Lease") on _September 26, 2016_; pursuant to Resolution 2015-0931 and:

WHEREAS, the Landlord and Tenant desire to amend said Lease,

NOW, THEREFORE, the Lessor and Lessee agree as follows:

1. The following paragraph shall be added to the Lease:

27. FEDERAL TRANSIT ADMINISTRATION AND FEDERAL INTEREST.

(a) The Tenant acknowledges that Landlord is the recipient of Federal grants through the Federal Transit Administration ("FTA"), which funded, in part, the Premises. The Tenant further acknowledges that pursuant to FTA grant requirements, the Landlord must demonstrate and retain satisfactory continuing control over the use of the Premises. The Tenant agrees that it will not exercise any right permitted under this Lease in a manner which compromises or otherwise diminishes Landlord's obligation to retain satisfactory continuing control over the use of the Premises.

(b) Satisfactory continuing control is defined as the legal assurance that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

(c) The Tenant acknowledges the Federal Interest in the Premises and agrees that it will take no action which compromises or otherwise diminishes such interest.

(d) The Tenant acknowledges that the Landlord must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as "Federal laws"), including, but not limited to, those set forth in the current FTA Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. The Tenant agrees that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

2. All other terms and conditions of the Lease shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment in duplicate
the day and year first above written.

TENANT
JKL Enterprises, Inc.
By: 
Name: Joel C. Longtin
Title: Owner, President

LANDLORD
City Of Sioux City Iowa
By: 
Name: Robert Padmore
Title: City Manager
PERSONAL GUARANTEE OF RENTAL AGREEMENT

The undersigned (Guarantor) in consideration of the execution of the lease rental agreement hereby unconditionally guarantees and promises to pay or perform on demand the monthly rental fee and any other performance required under or arising out the Lease – Business Property entered by and between the City of Sioux City and JKL Enterprises, Inc. ("Tenant") dated ______, 2016 for the following described real estate, situated in Woodbury County, Iowa, to wit:

That part of the Martin Luther King Jr. Ground Transportation Center being in the east ½ of Block 10, Sioux City East Addition to Sioux City, Woodbury County, Iowa, also known as Leasable Space No. 1 containing 1,500 square feet commonly known as 530 6th Street, (herein "leased premises). This is a continuing guarantee which applies to any renewal, extension, modification or amendment of the Lease – Business Property, without notice to Guarantor.

Guarantor hereby waives each and all of the following:

1. Notice and acceptance of this guarantee.
2. Notice of any renewal, extension, modification or amendment of the lease.
3. Notice of Tenants default under the lease.
4. The right, if any, to benefit of or to direct the application of the security deposit.
5. The right to require the City of Sioux City to proceed against the Tenant or any other party prior to proceeding against the Guarantor and agrees that the City of Sioux City may proceed against Guarantor directly and independently of any other party liable and the cessation of the liability of any other party for any reason other than full payment, shall not in any way affect the liability of this Guarantor.

Guarantor shall have all defenses of tenant; however, if Tenant files for any form of Legal Reorganization under the Bankruptcy Code then the Guaranty is in full force and effect.

This guarantee shall only be valid upon acceptance by the City of Sioux City. This guarantee and the right and obligations of the parties shall be governed by the laws of the State of Iowa and Guarantor consents to the jurisdiction of the District Court of Woodbury County, Iowa.

Dated this 14th day of Sept, 2016.

Name of Guarantor: _____________________________
Signature: _____________________________
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 13, 2020
ACTION ITEM #: 7B-C

FROM: Nicole DuBois, City Attorney

Resolution approving Supplement GL #485273 to the Small Cell Master License Agreement with Sioux City MSA Limited Partnership d/b/a Verizon Wireless for the right to install, construct, operate, repair and replace the small cell on an existing vertical municipal structure on Sergeant Road in the vicinity of the Southern Hills Mall

SUBJECT:

Resolution approving Supplement GL #485384 to the Small Cell Master License Agreement with Sioux City MSA Limited Partnership d/b/a Verizon Wireless for the right to install, construct, operate, repair and replace the small cell on an existing vertical municipal structure on Sergeant Road in the vicinity of the Southern Hills Mall

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

RECOMMENDATION:

Staff respectfully requests the City Council approve two (2) Supplements to the Small Cell Master License Agreement with Sioux City MSA Limited Partnership d/b/a Verizon Wireless.

DISCUSSION:

Sioux City MSA Limited Partnership d/b/a Verizon Wireless entered into a Small Cell Master License Agreement with the City on December 10, 2018, pursuant to Resolution No. 2018-0971. The purpose of the Agreement was to locate, place, attach, install, operate, control, and maintain equipment on existing vertical municipal structures such as utility poles and street lights located within the rights-of-way for construction, operation and maintenance of a telecommunications network serving its wireless customers.

The initial term of the Small Cell Master License Agreement is for a period of ten (10) years and has up to three (3) successive five (5) year renewal terms. After the expiration of the Small Cell Master License Agreement, its term and conditions would survive and govern with respect to any remaining Supplements in effect until their expiration.

The attached Supplements to the Small Cell Master License Agreement are separate agreements for each specific location and will be entered into between Sioux City MSA Limited Partnership d/b/a Verizon Wireless and the City. Once a Supplement is approved, Sioux City MSA Limited Partnership d/b/a Verizon Wireless has up to two (2) years to commence installation of the initial small cell at the specific location. Sioux City MSA Limited Partnership d/b/a Verizon Wireless and the City would acknowledge in writing the Commencement Date for each specific location. Thereafter, compensation for each specific location would be paid on
an annual basis in an amount equal to $150.00. The initial term for each Supplement would be for a period of ten (10) years and have up to three (3) successive five (5) year renewal terms.

The locations of the two (2) Supplement Agreements being requested for approval at this time are:

- Two (2) locations on Sergeant Road in the vicinity of the Southern Hills Mall

Four previous Supplement Agreements were approved at the following locations:

- S. Bridge Drive and Harbor Drive
- Sergeant Road and Houlihan Run
- Aviation Boulevard and Mitchell Street
- S. Cypress Street and Ravine Park Lane

FINANCIAL IMPACT:

The amount of $150.00 annual for each specific location

RELATIONSHIP TO STRATEGIC PLAN:

Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:

Not enter into the Supplements.

ATTACHMENTS:

Resolutions
Proposed Supplement Agreements
RESOLUTION NO. 2020 - ______________
with attachments

RESOLUTION APPROVING SUPPLEMENT GL #485273 TO THE SMALL CELL
MASTER LICENSE AGREEMENT WITH SIOUX CITY MSA LIMITED PART-
NERSHIP D/B/A VERIZON WIRELESS FOR THE RIGHT TO INSTALL, CON-
STRUCT, OPERATE, REPAIR AND REPLACE THE SMALL CELL ON AN EX-
ISTING VERTICAL MUNICIPAL STRUCTURE ON SERGEANT ROAD IN THE
VICINITY OF THE SOUTHERN HILLS MALL

WHEREAS, on December 10, 2018, pursuant to Resolution No. 2018-0971, the City of Sioux
City entered into a Small Cell Master License Agreement with Sioux City MSA Limited Partner-
ship d/b/a Verizon Wireless for the right to use and physically occupy portions of existing vertical
municipal structures located within the rights-of-way in Sioux City, Iowa for the purposes of op-
erating their telecommunication network; and

WHEREAS, Sioux City MSA Limited Partnership d/b/a Verizon Wireless desires to supplement
said Small Cell Master License Agreement; and

WHEREAS, there is attached hereto and by this reference made a part hereof, Supplement GL
#485273 to the Small Cell Master License Agreement for the right to install, construct, operate,
repair and replace the small cell on an existing vertical municipal structure on Sergeant Road in
the vicinity of the Southern Hills Mall; and

WHEREAS, said Supplement GL #485273 to the Small Cell Master License 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 Supplement GL #485273 to the Small Cell Master License Agreement for the right to
install, construct, operate, repair and replace the small cell on an existing vertical municipal
structure on Sergeant Road in the vicinity of the Southern Hills Mall, referred to in the preamble
hereof, be and the same is hereby approved and the Mayor, City Clerk and City Attorney be and
they are hereby authorized and directed to execute said Supplement GL #485273 to the Small
Cell Master License Agreement for and on behalf of the City of Sioux City.

PASSED AND APPROVED: January 13, 2020

Robert E. Scott, Mayor

ATTEST:

Lisa L. McCardle, City Clerk
SUPPLEMENT

This Supplement ("Supplement"), made this ______ day of ____________ , 20__ ("Effective Date") between the City of Sioux City, a political subdivision of the State of Iowa, hereinafter designated "Licensor", and Sioux City MSA Limited Partnership d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "Licensee":

1. Supplement. This is a Supplement as referenced in that certain Small Cell Master License Agreement between Licensor and Licensee, dated January 31, 2019 ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement, unless otherwise indicated herein.

2. Project Description and Locations. Licensee shall have the right to install, construct, operate, repair and replace the Small Cell at the designated area in the ROW as further described in Attachment I attached hereto (the "Licensed Area").

3. Equipment. The Small Cell to be installed at the Licensed Area is described in Attachment 1 attached hereto.

4. Term. The Supplement Term of this Supplement shall be as set forth in Section 2.2 of the Agreement.

5. Commencement Date. The first day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Area, as evidenced by the Acknowledgement required under Section 2.2 of the Agreement.

6. Fees. The annual Rent for the Supplement Term shall be $150.00 per Small Cell, payable in advance, in annual installments, as set forth in Section 5.1 of the Agreement. Rent payments shall be delivered to Licensor at 405 6th Street, Sioux City, Iowa 51101.

7. Power Charges. Licensee's power consumption shall be metered, as mutually determined by the parties in consideration of the requirements of the local utility provider for the site. Licensee's power consumption shall be billed directly by the utility provider to Licensee, and Licensee shall pay the utility provider directly for its power consumption.

8. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the 'Governmental Approvals') that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee's use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to
Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that any of such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensor. All rentals paid to said termination date shall be retained by Licensor. Upon termination of the Supplement in its entirety, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent to Licensor.

9. **Easement.** Not Applicable.

10. **Consent.** Not Applicable.

11. **Site Specific Terms.**

   a. **Replacement Pole Installation by Licensee.** Licensee agrees to construct, at its cost, the Licensor's replacement Pole on the Licensed Area according to the location, size and specifications contained within the final construction drawings as approved in writing by Licensor. Licensee agrees that the replacement Pole will be constructed in a good and workmanlike manner in accordance with the approved plans and specifications unless otherwise approved in writing by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee acknowledges and agrees that Licensor may lease unused space on the Pole and at the Property to other lessees, subject to Section 4.3 of the Agreement.

[Signature Page Follows]
EXECUTED to be effective as of the last date shown below.

LICENSOR:

City of Sioux City

By: __________________________  
Name: _________________________  
Title: __________________________  
Date: __________________________

ATTEST:

_________________________, Clerk

APPROVED AS TO FORM

__________________________ ATTORNEY'S OFFICE

BY: _________________________  
_________________________ Attorney

LICENSEE:

Sioux City MSA Limited Partnership  
d/b/a Verizon Wireless

By: CommNet Cellular Inc.  
Its: General Partner

By: __________________________  
Name: Amanda Turner  
Title: Manager - Real Estate Small Cells  
Date: ____________

Exhibits to Supplement:  
Attachment 1 - Licensed Area
Attachment 1 to Supplement

Licensed Area

(See Attached)
RESOLUTION NO. 2020 - ____________
with attachments

RESOLUTION APPROVING SUPPLEMENT GL #485384 TO THE SMALL CELL MASTER LICENSE AGREEMENT WITH SIOUX CITY MSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE RIGHT TO INSTALL, CONSTRUCT, OPERATE, REPAIR AND REPLACE THE SMALL CELL ON AN EXISTING VERTICAL MUNICIPAL STRUCTURE ON SERGEANT ROAD IN THE VICINITY OF THE SOUTHERN HILLS MALL

WHEREAS, on December 10, 2018, pursuant to Resolution No. 2018-0971, the City of Sioux City entered into a Small Cell Master License Agreement with Sioux City MSA Limited Partnership d/b/a Verizon Wireless for the right to use and physically occupy portions of existing vertical municipal structures located within the rights-of-way in Sioux City, Iowa for the purposes of operating their telecommunication network; and

WHEREAS, Sioux City MSA Limited Partnership d/b/a Verizon Wireless desires to supplement said Small Cell Master License Agreement; and

WHEREAS, there is attached hereto and by this reference made a part hereof, Supplement GL #485384 to the Small Cell Master License Agreement for the right to install, construct, operate, repair and replace the small cell on an existing vertical municipal structure on Sergeant Road in the vicinity of the Southern Hills Mall; and

WHEREAS, said Supplement GL #485384 to the Small Cell Master License 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 Supplement GL #485384 to the Small Cell Master License Agreement for the right to install, construct, operate, repair and replace the small cell on an existing vertical municipal structure on Sergeant Road in the vicinity of the Southern Hills Mall, referred to in the preamble hereof, be and the same is hereby approved and the Mayor, City Clerk and City Attorney be and they are hereby authorized and directed to execute said Supplement GL #485384 to the Small Cell Master License Agreement for and on behalf of the City of Sioux City.

PASSED AND APPROVED: January 13, 2020

Robert E. Scott, Mayor

ATTEST:

Lisa L. McCardle, City Clerk
SUPPLEMENT

This Supplement ("Supplement"), made this _____ day of ______________, 20____ ("Effective Date") between the City of Sioux City, a political subdivision of the State of Iowa, hereinafter designated "Licensor", and Sioux City MSA Limited Partnership d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "Licensee":

1. **Supplement.** This is a Supplement as referenced in that certain Small Cell Master License Agreement between Licensor and Licensee, dated January 31, 2019 ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement, unless otherwise indicated herein.

2. **Project Description and Locations.** Licensee shall have the right to install, construct, operate, repair and replace the Small Cell at the designated area in the ROW as further described in Attachment 1 attached hereto (the "Licensed Area").

3. **Equipment.** The Small Cell to be installed at the Licensed Area is described in Attachment 1 attached hereto.

4. **Term.** The Supplement Term of this Supplement shall be as set forth in Section 2.2 of the Agreement.

5. **Commencement Date.** The first day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Area, as evidenced by the Acknowledgement required under Section 2.2 of the Agreement.

6. **Fees.** The annual Rent for the Supplement Term shall be $150.00 per Small Cell, payable in advance, in annual installments, as set forth in Section 5.1 of the Agreement. Rent payments shall be delivered to Licensor at 405 6th Street, Sioux City, Iowa 51101.

7. **Power Charges.** Licensee's power consumption shall be metered, as mutually determined by the parties in consideration of the requirements of the local utility provider for the site. Licensee's power consumption shall be billed directly by the utility provider to Licensee, and Licensee shall pay the utility provider directly for its power consumption.

8. **Approvals/Fiber.** It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee's use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to
Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that any of such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensor. All rentals paid to said termination date shall be retained by Licensor. Upon termination of the Supplement in its entirety, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent to Licensor.

9. **Easement.** Not Applicable.

10. **Consent.** Not Applicable.

11. **Site Specific Terms.**

   a. **Replacement Pole Installation by Licensee.** Licensee agrees to construct, at its cost, the Licensor's replacement Pole on the Licensed Area according to the location, size and specifications contained within the final construction drawings as approved in writing by Licensor. Licensee agrees that the replacement Pole will be constructed in a good and workmanlike manner in accordance with the approved plans and specifications unless otherwise approved in writing by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee acknowledges and agrees that Licensor may lease unused space on the Pole and at the Property to other lessees, subject to Section 4.3 of the Agreement.

   [Signature Page Follows]
EXECUTED to be effective as of the last date shown below.

LICENSOR:

City of Sioux City

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

ATTEST:

__________________________, Clerk

APPROVED AS TO FORM

ATTORNEY'S OFFICE

BY: __________________________
    _______________ Attorney

LICENSEE:

Sioux City MSA Limited Partnership
d/b/a Verizon Wireless

By: CommNet Cellular Inc.
Its: General Partner

By: __________________________
Name: Amanda Turner
Title: Manager - Real Estate Small Cells
Date: 12/1/19

Exhibits to Supplement:
Attachment 1 - Licensed Area
Attachment 1 to Supplement

Licensed Area

(See Attached)
Exhibit 1
Page 2 of 3
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 13, 2020
ACTION ITEM # 8A-N

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

Motion appointing Jeff Baldus to the Art Center Board of Trustees for a three-year term expiring December 31, 2022, replacing Michael McTaggart.

Motion appointing Rebecca Meyer to the Art Center Board of Trustees for a three-year term expiring December 31, 2022, replacing Terri McGaffin.

Motion reappointing Dick Salem to the Effective Fiscal and Public Policy Committee for a three-year term expiring December 31, 2022.

Motion appointing Mark Tramontina to the Effective Fiscal and Public Policy Committee for a partial three-year term expiring December 31, 2021, replacing Joseph Donovan.

Motion appointing Audrey Anderson to the Environmental Advisory Board for a three-year term expiring December 31, 2022, replacing Brooke Muhlack.

Motion reappointing John Helms to the Environmental Advisory Board for a three-year term expiring December 31, 2022.

SUBJECT: Motion appointing Amanda Heitmann to the Gjilan Kosovo Sister City Committee to complete the balance of a four-year term expiring December 31, 2022, replacing Bryon Adams Jr.

Motion reappointing Gregory Giles to the Museum Board of Trustees for a three-year term expiring December 31, 2022.

Motion appointing David Halaas to the Museum Board of Trustees to complete the balance of a three-year term expiring December 31, 2020, replacing Priscilla Forsyth; and reappointing David Halaas for a three-year term expiring December 31, 2023.

Motion appointing John Meyers to the Museum Board of Trustees for a three-year term expiring December 31, 2022, replacing Katie Colling.

Motion appointing Robert Anderson to the Planning and Zoning Commission and Board of Adjustment to complete the balance of a five-year term expiring June 30, 2024, replacing Eric Coleman.
Motion appointing Andrew Glisar to the Planning and Zoning Commission and Board of Adjustment to complete the balance of a five-year term expiring June 30, 2022, replacing David S. Silverberg.

Motion appointing Kristen Hammerstrom to the Seniors Advisory Committee for a three-year term expiring December 31, 2022, replacing Jean Carlson.

Motion reappointing Shirley McLeod to the Seniors Advisory Committee for a three-year term expiring December 31, 2022.

RECOMMENDATION:
Staff respectfully requests that City Council appoint the above applicants to the appropriately listed Boards, Commissions or Committees.

DISCUSSION:
The above-mentioned individuals have completed applications and appeared before the Council to interview for open positions; the Council has indicated their preferences to appoint them.

FINANCIAL IMPACT:
None.

RELATIONSHIP TO STRATEGIC PLAN:
Interviewing and appointing citizens to various Boards, Commissions, and Committees shows our effort to incorporate citizen input in municipal government.

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

ALTERNATIVES:
Council may approve the appointments as listed or withdraw their preferences for them and wait for additional applications to be submitted for the openings.

ATTACHMENTS:
None
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 13, 2020
ACTION ITEM # 9

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

RECOMMENDATION:
Staff respectfully requests and recommends approval of the above Beer and Liquor License.

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

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

Police Records for the establishment were reviewed and the Police Department recommends approval for the applicant unless otherwise noted.
FINANCIAL IMPACT:
The percentage of the local authority share of liquor license fees gathered by the State of Iowa Alcoholic Beverages Division varies from license to license; the City collected $109,753.48 in FY2019.

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

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

ATTACHMENTS:
None
The regular meeting of the Board of Trustees of the Sioux City Public Library was held on Wednesday, December 18, 2019 in the Gleeson Room of The Aalfs Downtown Library.

MEMBERS PRESENT: Charles McKenny, Heidi Reinking, Genevieve Radosti, Todd Stanley, Jane Vereen

MEMBERS ABSENT: Hope Schaefer

STAFF PRESENT: Helen Rigdon, Angela Beeck

1. President Todd Stanley called the meeting to order at 3:33 p.m.

2. Roll call was taken.

3. The agenda was approved.

4. Approve the Minutes – November 20, 2019 [Action Item]

   Vereen moved approval of the minutes from November 20, 2019. McKenny seconded. Motion approved unanimously.

5. Director’s Report
   Rigdon reported that the Friends of the Sioux City Public Library held their 2nd Annual Holiday Book Sale in the Gleeson Room of the Aalfs Downtown Library on November 23 and 24. Rigdon closed all Library branches at 5:00 p.m. on November 26, due to the weather, for staff’s safety. The new sign was installed at the Morningside Branch Library and looks very nice. Adrienne Dunn, Youth Services Manager, was featured in the Sioux City Journal giving recommendations of children’s Thanksgiving books. Our new meeting room software was implemented in November and is much easier for patrons and staff to use for reserving meeting and conference rooms.

6. Financial Reports
   A. Expenditures: Approve Claims [Action Item]

      McKenny moved approval of claims as submitted. Reinking seconded. Motion approved unanimously.

   B. 2019-2020 Monthly Budget Summary

      Trustees reviewed the report.

7. Unfinished Business
   No unfinished Business
8. New Business
   A. State Library Report
      Rigdon shared the 2019 Iowa Public Library General Information Survey for the Sioux
      City Public Library. Sara Leiss, Operations Manager, gathered the numbers and in-
      formation for the annual State Report and submitted via online by the October 31
      deadline.
   
   B. Integrated Library System Contract [Action Item]
      The Sioux City Public Library has currently been using the same integrated library
      system (ILS) for over 20 years. It is a hard-to-navigate program and patrons voice
      their frustration to staff over the lack of user-friendly tools in the public catalog. Staff
      reviewed a number of ILS options including the current system and found that Polaris
      by Innovative provides the services we need. Rigdon asked the Board to approve a
      five year contract with Innovative and a first year expense of $107,799.07 for the mi-
      gration to the new system and the annual first year subscription. The contract would
      be a five year contract.

      Vereen moved approval for the Library to enter into a five year contract with Innova-
      tive for a new Integrated Library System with a first year commitment of $107,799.07.
      Radosti seconded. Motion approved unanimously.
   
   C. 2020-2023 Strategic Plan for Sioux City Public Library [Action Item]
      Rigdon submitted a draft of the Sioux City Public Library Strategic Plan for the next
      three years. The Leadership Team contributed in the creation of this plan.

      Vereen moved approval of the draft of the 2020-2023 Strategic Plan for the Sioux City
   
   D. 2020 Holiday Closings
      The list of designated holidays and days the Sioux City Public Library will be closed in
      2020 was provided to the Board. The designated holidays are contractual per Library
      personnel policies.

9. Public Comments
   No public attended

10. Trustee Concerns
    Radosti attended her first Library Board of Trustees meeting and introductions were
    made.

11. Next Meetings:
    A. Wednesday, January 15, 2020 3:30 p.m.
    B. Saturday, January 25, 2020 City Council Capital Budget Hearing
    C. Wednesday February 19, 2020 3:30 p.m.
    D. Wednesday March 18, 2020 3:30 p.m.

12. Stanley adjourned the meeting at 5:05 p.m.

Bill McKenny, Secretary
Angela Beeck, Assistant Secretary
The Strategic Planning meeting of the Board of Trustees of the Sioux City Public Library was held on Wednesday, December 18, 2019 in the Gleeson Room of The Aalfs Downtown Library.

MEMBERS PRESENT: Charles McKenny, Heidi Reinking, Genevieve Radosti, Todd Stanley, Jane Vereen

MEMBERS ABSENT: Hope Schaefer

STAFF PRESENT: Helen Rigdon, Angela Beeck, Sara Leiss, Marla Kerr, Adrienne Dunn, Jenn Delperdang, Jodi Klocke

1. President Todd Stanley called the meeting to order at 5:11 p.m.

2. Roll call was taken.

3. The agenda was approved

4. Strategic Planning
   The Library Board of Trustees and Library’s staff Leadership Team began to work through a process to update the Mission Statement of the Library’s Strategic Plan.

Vereen left the meeting at 5:57 p.m.

5. Next Meetings:
   A. Wednesday, January 15, 2020 3:30 p.m.
   B. Saturday, January 25, 2020 City Council Capital Budget Hearing
   C. Wednesday February 19, 2020 3:30 p.m.
   D. Wednesday March 18, 2020 3:30 p.m.

6. Stanley adjourned the meeting at 6:23 p.m.

Bill McKenny, Secretary
Angela Beeck, Assistant Secretary
Sioux City Mayor’s Youth Commission
Full MYC Minutes
Monday, September 16, 2019
Sioux City City Hall

Present: 74 MYC and Young Ambassador Members, 10 parents, and 6 adult advisors including Steve Beekman, Britney Book, Bernie Hess, Sgt. Terry Ivener, Mary Koster, and Rachel Lundgren

The MYC meeting was called to order at 7:08 p.m. by Mayor Aman Alahi. The Pledge of Allegiance was led by Mayor Pro Tem Nick McGowan.

The minutes of the March 18, April 15, and May 13, 2019 meeting were reviewed by Administrative Service Director Ryan Dougherty and accepted as presented.

The Finance report was given by Finance Director Areeha Ilyas showing that $213.00 has been spent to date, leaving a balance of $3414.00. Total budget is $3627.00; fiscal year is from July 1 through June 30.

Mary Koster gave an update on MYC volunteer opportunities. Upcoming volunteer opportunities include Social Media Deep Dive sponsored by the Siouxland Coalition Against Human Trafficking and the Sioux City Human Rights Commission.

The Sioux City Young Ambassadors were welcomed and each one was introduced.

Carolyn Goodwin, League of Women Voters Sioux City, reported they are sponsoring a School Board Candidate Forum, co-hosted by the Sioux City Mayor’s Youth Commission, on October 15. Aman Alahi will serve as a moderator at the forum and MYC members will serve as timers and greeters. LWVSC will also host a City Council / Mayor Candidate Forum on October 24 in Council Chambers. MYC students will serve as timers and greeters.

Upcoming activities were detailed by Mary Koster.
- MYC applications from new members are due October 31.
- Applications from potential new MYC Executive Council members are due October 21, 2019. Interviews will be held November 4, 2019.
- Red Ribbon Week will be celebrated from October 23 through 31. We will hear a presentation from Rosecrance Jackson Centers on Red Ribbon Week at our October 21 meeting. Young Ambassadors will work on a Red Ribbon project during the meeting.

SPECIAL REPORT: Kelly from the Siouxland Humane Society thanked MYC for all the donations they brought tonight. She gave a report on what the Siouxland Human Society does and how they use volunteers.

The next full MYC gathering will be Monday, October 21, 2019 from 7:00 to 8:00 p.m. at City Hall Council Chambers.

On a motion by Areeha Ilyas, and a second by Amariliz Gonzales, the meeting was adjourned at 7:50 p.m.

Respectfully submitted,

Ryan Dougherty, Administrative Service Director
Sioux City Mayor’s Youth Commission Minutes  
Executive Council  
Monday, October 7, 2019, 7:00 p.m.  
401 Douglas Street  
Sioux City, IA 51101  

MYC MEMBERS PRESENT: Aman Alahi (arrived at 7:15 p.m.), Ryan Dougherty, Kaleb French, Lizbeth Garcia, Amariliz Gonzales, Owen Hoak, Areeha Ilyas, Sarah Jabre, Rylie Maliszewski, Nick McGowan, Myanna Parker, Henry Sealey, Karlie Stoos, Caleb Winter  

MYC MEMBERS ABSENT: Christopher Knechel, Katie Mahnke, Elizabeth Meyer, Jenna Rethman, Emma Vlahoulis (resigned from Executive Council on 10/7/19)  

ADULT SPONSORS PRESENT: Steve Beekman, Britney Book, Bernie Hess, Terry Ivener, Mary Koster, Rachel Lundgren, Angel Wallace  

GUEST PRESENT: Carolyn Goodwin, LWVSC  

Mayor Pro Tem Nick McGowan called the meeting to order at 7:00 p.m.  

Minutes of the previous Executive Council meeting of September 9, 2019 were accepted as submitted.  

Finance Director Areeha Ilyas reported $213.00 has been spent to date, leaving a balance of $3414.00. Total budget is $3627.00; fiscal year is from July 1 through June 30.  

League of Women Voters Sioux City representative Carolyn Goodwin reminded the Executive Council of their School Board and City Council/Mayor candidate forums at City Hall on October 15 and 24, respectively. She also renewed LWVSC offer of free membership to MYC Executive Council members.  

Mary Koster, Youth Services Coordinator for Siouxland CARES, reported on upcoming MYC activities which include the City’s Volunteer Dinner on October 10 at the Sioux City Convention Center and the candidate forums on October 15 and 24. We continue to collect bottle caps and lids for the Elks Lodge so they can make park benches, sell them, and then purchase wheelchairs for kids who have grown out of theirs.  

Applications for new MYC members are due October 31. Applicants must be a freshman or sophomore in high school and live in Sioux City or go to school in Sioux City. Terms will begin January 1, 2020 and go through December 31 of the student’s senior year.  

MYC will also be accepting applications for the Executive Council through October 21. Applicants must be able to attend 6 of the 9 Executive Council meetings generally held on the first Monday of the month from 7:00 – 8:00 p.m. and must be a sophomore or junior or a Young Ambassador in 9th grade. The applicants also must have earned 10 points by October 21. Interviews of the applicants will take place November 4, 2019 from 7:15 – 8:00 p.m. immediately after a short MYC Executive Council meeting.
The next MYC Full Meeting will be held on October 21. The Red Ribbon program will be conducted by Rosecrance Jackson Recovery Centers. Young Ambassadors, assisted by MYC YA Directors Kaleb French and Jenna Rethman and Adult Advisor Bernie Hess, will make red ribbons to share with their friends and classmates during Red Ribbon Week from October 23 – 31.

Adult Adviser Angel Wallace is a member of the Board of Directors of the Council on Sexual Assault and Domestic Violence, and she will provide information on CSADV at the October 21 meeting. MYC members will be asked to bring donations to the meeting for their shelter.

The next MYC Executive Council meeting will be November 4, 2019. Potential new Executive Council members will be interviewed at this time. MYC Executive Council members need to be there at 6:45 p.m.

On a motion by Amariliz Gonzales, and a second by Caleb Winter, the meeting was adjourned at 7:40 p.m.

Respectfully submitted by Ryan Dougherty, Administrative Services Director
Sioux City Mayor’s Youth Commission
Full MYC Minutes
Monday, October 21, 2019
Sioux City City Hall

Present: 81 MYC and Young Ambassador Members, 12 parents, and 6 adult advisors including Steve Beekman, Britney Book, Bernie Hess, Sgt. Terry Ivener, Mary Koster, Rachel Lundgren and Angel Wallace.

The MYC meeting was called to order at 7:01 p.m. by Mayor Pro Tem Nick McGowan. The Pledge of Allegiance was led by Legal Director Henry Sealey.

The minutes of the September 16, 2019 meeting were reviewed by Administrative Service Director Ryan Dougherty and accepted as presented.

The Finance report was given by Finance Director Areeha Ilyas showing that $213.00 has been spent to date, leaving a balance of $3414.00. Total budget is $3627.00; fiscal year is from July 1 through June 30.

Mary Koster gave an update on MYC activities. MYC applications from new members are due October 31; Executive Council applications are due October 21 and interviews will be held November 4, 2019. The League of Women Voters Sioux City held their School Board Candidate Forum on October 15. MYC Mayor Aman Alahi was one of the panelists and several of our members served as timers and greeters. Their City Council/Mayoral Candidate Forum will be held October 24 and MYC members will serve as timers and greeters. MYC will participate in the Downtown for the Holidays Lighted Parade on November 25 and also help with Breakfast with Santa on November 30.

Angel Wallace, MYC Adult Adviser and CSADV Board Member, gave background information on the Council on Sexual Assault and Domestic Violence, which is the organization that MYC members brought donations to for their shelter.

The Sioux City Young Ambassadors were dismissed and will convene in the basement conference room for their Red Ribbon activity of making red ribbons to distribute to their friends and family during Red Ribbon Week October 23-31.

SPECIAL REPORT: Red Ribbon Week will be celebrated from October 23 through 31 and a Red Ribbon themed presentation was made to MYC by Rosecrance Jackson Centers.

The next full MYC gathering will be Monday, November 25, 2019 at 6:00 p.m. Which will be the Downtown for the Holidays Lighted Parade.

On a motion by Areeha Ilyas, and a second by Amariliz Gonzales, the MYC meeting was adjourned at 7:56 p.m.

Respectfully submitted,

Ryan Dougherty, Administrative Service Director
Sioux City Mayor’s Youth Commission Minutes
Executive Council
Monday, November 4, 2019
401 Douglas Street
Sioux City, IA 51101


MYC MEMBERS ABSENT: Amariliz Gonzales, Myanna Parker

ADULT SPONSORS PRESENT: Steve Beekman, Britney Book, Bernie Hess, Terry Ivener, Mary Koster, Rachel Lundgren, Angel Wallace

GUEST PRESENT: Carolyn Goodwin, LWVSC

Mayor Aman Alahi called the meeting to order at 6:48 p.m.

Minutes of the previous Executive Council meeting of October 7, 2019 were accepted as submitted. A letter from CSADV thanking MYC for their shelter donations was read.

Finance Director Areeha Ilyas reported $213.00 has been spent to date, leaving a balance of $3414.00. Total budget is $3627.00; fiscal year is from July 1 through June 30.

Mary Koster, Youth Services Coordinator for Siouxland CARES, reported on upcoming MYC activities which include Downtown for the Holidays Lighted Parade on November 25 and Breakfast with Santa on November 30. December 9th will be Senior Recognition and that day at 4:00 p.m. we will present MYC 2019 Accomplishments to the Council at their meeting.

Interviews for MYC Executive Council were held.

The next MYC Full Meeting will be held on November 25 and will be the Lighted Parade. The next Executive Council meeting will be December 2. Election of Mayor and Mayor Pro Tem will take place at that meeting.

On a motion by Rylie Maliszewski, and a second by Elizabeth Meyer, the meeting was adjourned at 8:00 p.m.

Respectfully submitted by Ryan Dougherty, Administrative Services Director
Sioux City Mayor’s Youth Commission
Full MYC Minutes
Monday, November 25, 2019
Downtown for the Holidays Lighted Parade
Sioux City, Iowa

Present: 55 MYC and YA Members, 8 parents and 4 adult advisors including Terry Ivener, Brittany Book, Rachel Lundgren and Mary Koster.

Members of the Mayor’s Youth Commission and Young Ambassador students participated in the Sioux City Downtown for the Holidays Lighted Parade.

Students gathered at 6:00 p.m. at a designated place near the parade route. Students carried two MYC Banners in front of our group, and all participants wore lighted necklaces and handed out candy canes to children along the parade route.

The next meeting will be Monday, December 9, 2019, 7:00 p.m. at City Hall Council Chambers. This will be the seniors’ last meeting and will be Senior Recognition.

Respectfully submitted,
Ryan Dougherty, Administrative Services Director
Sioux City Mayor’s Youth Commission Minutes  
Executive Council  
Monday, December 2, 2019  
401 Douglas Street  
Sioux City, IA 51101

MYC MEMBERS PRESENT: Aman Alahi, Kaleb French, Lizbeth Garcia, Amariliz Gonzales, Owen Hoak, Areeha Ilyas, Sarah Jabre, Christopher Knechel, Katie Mahnke, Rylie Maliszewski, Nick McGowan, Myanna Parker, Karlie Stoos,

MYC MEMBERS ABSENT: Ryan Dougherty, Elizabeth Meyer, Jenna Rethman, Henry Sealey, Caleb Winter

ADULT SPONSORS PRESENT: Steve Beekman, Britney Book, Bernie Hess, Terry Ivener, Mary Koster, Angel Wallace

GUEST PRESENT: Carolyn Goodwin, LWVSC

Mayor Aman Alahi called the meeting to order at 7:04 p.m.

Minutes of the previous Executive Council meeting of November 4, 2019 were accepted as submitted.

Finance Director Areeha Ilyas reported $372.30 has been spent to date, leaving a balance of $3254.00. Total budget is $3627.00; fiscal year is from July 1 through June 30.

Mary Koster, Youth Services Coordinator for Siouxland CARES, reported on upcoming MYC activities. A toy collection for the Women’s and Children’s Shelter will be taken at the December 9th meeting. December 9th will be Senior Recognition ceremony and final plans were made. On December 9th at 4:00 p.m. we will present MYC 2019 Accomplishments to the Council at their meeting. Discussion was held on the presentation of our accomplishments. Each member present was given a script of what to read at the City Council meeting and each member practiced their script. Senior Recognition ceremony was discussed and final plans were made.

Election of Mayor and Mayor Pro Tem was held. Areeha Ilyas, North High School, was elected Mayor; Sarah Jabre, Bishop Heelan High School, was elected Mayor Pro Tem.

The next MYC Full Meeting will be held on December 9 and will be the Senior Recognition. The next Executive Council meeting will be January 6, 2020.

On a motion by Areeha Ilyas, and a second by Sarah Jabre, the meeting was adjourned at 8:00 p.m.

Respectfully submitted by Nick McGowan, Acting Administrative Services Director
Sioux City Mayor’s Youth Commission
Full MYC Minutes
Monday, December 9, 2019
Sioux City Council Chambers
Sioux City, Iowa

Present: 77 MYC and YA Members, 56 parents, Mayor Robert E. Scott, Mayor Pro Tem Dan Moore, Council Members, Rhonda Capron, Pete Groetken and Alex Watters, and adult advisors including Steve Beekman, Britney Book, Bernie Hess, Officer Terry Ivener, Mary Koster, Rachel Lundgren, and Angel Wallace

The MYC meeting was called to order at 7:00 p.m. by Mayor Aman Alahi. The Pledge of Allegiance was led by Legal Director Henry Sealey.

The minutes of the November 25, 2019 meeting were reviewed by Administrative Service Director Ryan Dougherty and were accepted as presented.

Finance Director Areeha Ilyas reported that $372.30 has been spent to date, leaving a balance of $3254.70. Total budget is $3627.00; fiscal year is from July 1 through June 30.

Senior Recognition: MYC Seniors were recognized by Mayor Bob Scott, Mayor Pro Tem Dan Moore and Council Members Rhonda Capron, Pete Groetken and Alex Watters, and the MYC adult advisors.

Mayor Bob Scott administered the oath of office to the newly elected 2020 Mayor Areeha Ilyas and 2020 Mayor Pro Tem Sarah Jabre.

A toy drive was conducted for the Women’s and Children’s Shelter coordinated by Young Ambassador Devaney Speidel. A total of 50 toys were collected.

The next full MYC meeting will be the 4th Monday of January due to the holiday. The meeting will be Monday, January 27, 2020 at 7:00 pm in Council Chambers

The business meeting was adjourned at 8:00 p.m. on a motion by Areeha Ilyas, seconded by Sarah Jabre, and carried.

Respectfully submitted,

Ryan Dougherty, Administrative Services Director
MINUTES
Woodbury County Information and Communication Commission
Board of Supervisors Room Sioux City, Iowa

A meeting of the WCICC Commission was held on December 11, 2019 at 8:05 a.m., the following Commission members were present: Matthew Ung, Marty Pottebaum, Pete Groetken, and Jeff Sypersma. Absent: Dan Moore.

I. Meeting Called to Order

Jeff Sypersma called the meeting to order at 8:05 a.m. The minutes from November 13, 2019 were approved. 4/0 Carried.

II. Communications Center

Monthly Budget Report (Agenda item II. A.)

Informational

Discussion of Any Needed Changes for 28E Agreements (Agenda item II B.)

1. North Sioux City 28E, renews July 1,2020
2. Sgt. Bluff 28E, renews July 1,2020

Glenn Sedivy requested authorization to ask City Legal to draw new 28E Agreements for North Sioux City and Sgt. Bluff.

A motion was made by Pete Groetken, to authorize City Legal to draw new 28E agreements for North Sioux City and Sgt. Bluff, seconded by Marty Pottebaum. 4/0 Carried.

Open Items (Agenda item II. C.)

No Open Items

III. Information Systems

Department Update (Agenda item III. A.)

John Malloy shared updates on the following projects: Enterprise Switch Replacement, City PC Replacement, Server 2008 Upgrades, MFP Replacement, Microsoft ATP Roll-Out, CST/HTE HTML 5 Training for City End-Users, Sophos Central Implementation, Police & Fire HQ Network Cabling/Wireless AP Revamp, Submitted GIS New Construction Data for 2020 Census and Implemented City Open Enrollment Application
Open Items (Agenda item III. B.)

No Open Items

The regular meeting adjourned at 8:25 a.m., with the next meeting scheduled for January 8, 2020 at 8:05 a.m., in the Board of Supervisors Room in the Woodbury County Courthouse, Seventh and Douglas Streets, Sioux City, Iowa.
CITY OF SIoux CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 13, 2020 ACTION ITEM # 11
FROM: Robert Padmore, City Manager
Nicole DuBois, City Attorney

SUBJECT: Resolution of concurrence to Woodbury County Law Enforcement Center Authority’s resolution calling a special county election

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

RECOMMENDATION:

Staff respectfully requests the City Council consider approval of the attached Resolution.

DISCUSSION:

Woodbury County Law Enforcement Center Authority:

The City of Sioux City and Woodbury County have established the Woodbury County Law Enforcement Center Authority for the purposes of constructing and operating a new jail in Woodbury County. The creation of the Authority allows for a referendum to allow for the sale of bonds to build a new Woodbury County Jail. The Authority is governed by an appointee from the County Board of Supervisors, an appointee from the City Council, and a Citizen chosen by both the County and the City.

The Woodbury County Law Enforcement Center Authority would be the owner of the new jail. However, the jail would still be staffed and managed by Woodbury County. Woodbury County would also be responsible for any debt service on the building.

The creation of the Woodbury County Law Enforcement Center Authority will require the development of a master lease between the Authority, Woodbury County, and the City. This lease will outline the term and any financial obligations of each entity. It is anticipated that the City’s financial commitment will be limited to utility infrastructure improvements at the proposed site.

Resolution:

Pursuant to Iowa Code Section 346.27, the County and the City are the incorporating units of the Authority. Additionally, Iowa Code Section 346.27 provides that after the incorporation of an Authority, and before the sale of any issue of revenue bonds, the Authority shall submit to the voters the question of whether the Authority shall issue and sell revenue bonds. The Woodbury County Law Enforcement Jail Authority can only call an election with the concurrence of both incorporating units. Upon approval of the concurrence by the County and the
City, it is expected that the Authority will adopt a Resolution Calling a Special County Election which is expected to be submitted to the Commissioner of Elections asking the voters whether the Authority shall issue and sell revenue bonds.

The Resolution before the Council would grant concurrence to the Authority to proceed with the steps to call the Special County Election. The County will consider a similar resolution on Tuesday, January 14, 2020. If concurrence is granted by both the County and the City, it is anticipated that the election would occur in March 2020.

FINANCIAL IMPACT:
The City’s financial commitment is yet to be determined but is expected to be limited to utility infrastructure improvements.

RELATIONSHIP TO STRATEGIC PLAN:
N/A

ALTERNATIVES:
Do not approve the Resolution.

ATTACHMENTS:
Resolution
ITEMS TO INCLUDE ON AGENDA FOR JANUARY 13, 2020

SIOUX CITY, IOWA

Woodbury County Law Enforcement Center Authority.

- Resolution of Concurrence to Woodbury County Law Enforcement Center Authority’s Resolution Calling a Special County Election

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.
January 13, 2020

The City Council of the City of Sioux City, State of Iowa, met in ___________ session, in the Council Chambers, City Hall, 405 - 6th Street, Sioux City, Iowa, at __________ M., on the above date. There were present Mayor Robert E. Scott, in the chair, and the following named Council Members:


Absent: ________________________________

Vacant: ________________________________

* * * * * *
Board Member __________________ introduced the following resolution entitled "RESOLUTION OF CONCURRENCE TO WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY'S RESOLUTION CALLING A SPECIAL COUNTY ELECTION", and moved that the resolution be adopted. Council Member __________________ seconded the motion to adopt. The roll was called and the vote was,

AYES: ______________________________________

___________________________________________

NAYS: ______________________________________

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION OF CONCURRENCE TO WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY’S RESOLUTION CALLING A SPECIAL COUNTY ELECTION

WHEREAS, the City of Sioux City, State of Iowa (the “City”), is a municipal corporation, organized and existing under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, Woodbury County, Iowa (the “County”) and the City have established a Joint County and City Building Authority pursuant to Iowa Code Section 346.27 (the “Authority”) for the purposes of building and financing a new law enforcement center for joint use by the City and County; and

WHEREAS, pursuant to Iowa Code Section 346.27, the County and the City are the incorporating units of the Authority; and

WHEREAS, Iowa Code Section 346.27 provides that after the incorporation of an authority, and before the sale of any issue of revenue bonds, the authority shall submit to the voters the question of whether the authority shall issue and sell revenue bonds; and

WHEREAS, Iowa Code Section 346.27 further provides that the Authority shall call the election with the concurrence of both incorporating units; and

WHEREAS, the Authority has adopted a Resolution Calling a Special County Election which is expected to be submitted to the Commissioner of Elections asking the voters whether the authority shall issue and sell revenue bonds; and

WHEREAS, the following action is now considered to be in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, STATE OF IOWA:
Section 1. That the form and content of the Woodbury County Law Enforcement Center Authority’s Resolution Calling a Special County Election, which is incorporated herein by reference, be and the same hereby is in all respects authorized, approved, confirmed, and concurred in, on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by the Authority, and that hereafter the Authority is hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of Iowa Code Section 346.27 with respect to calling the election to issue and sell revenue bonds.

PASSED AND APPROVED this 13th day of January 2020.

________________________________________
Robert E. Scott, Mayor

ATTEST:

________________________________________
Lisa L. McCardle, City Clerk
CERTIFICATE

STATE OF IOWA )
COUNTY OF WOODBURY ) SS

I, the undersigned City Clerk of the City of Sioux City, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this ___________ day of ________________, 2020.

Lisa L. McCardle, City Clerk,
City of Sioux City, State of Iowa

(SEAL)

01671451-1118799-028