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, October 19, 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.

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

**CONSENT AGENDA**

Items 2 through 10E constitute a Consent Agenda. Items pass unanimously unless a separate roll call vote is requested by a Council Member.

2. **Reading of the City Council minutes of October 12, 2020.**

3. **BLOCK GRANT** - Resolution authorizing execution of the “Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project”, Iowa DOT Agreement Number 3-20-STBG-SWAP-026, Project Number STBG-SWAP-7057(705)--SG-97, with the Iowa Department of Transportation for the purpose of providing funding in connection with the South Fairmount Street Reconstruction Project. (Transit Avenue to Vine Avenue) (City Project No. 7049-719-291)

4. **AFSCME/PATS** - Resolution approving Amendment No. 4 to the contract with Local 2796, American Federation of State, County and Municipal Employees (AFSCME), representing Sioux City Professional, Administrative, Technical and Supervisory/Emergency Medical Service Employees (PATS Union) to provide for a one-year extension and cost of living adjustment.
5. **ACTIONS RELATING TO BONDS**

   A. Resolution directing sale of $16,810,000 (subject to adjustment per terms of offering) General Obligation Refunding Capital Loan Notes, Series 2020C.

   B. Resolution directing sale of $3,775,000 (subject to adjustment per terms of offering) Taxable General Obligation Refunding Capital Loan Notes, Series 2020D.

   C. Resolution authorizing the redemption of outstanding General Obligation Bonds, Series 2011A, of the City of Sioux City, State of Iowa, dated May 1, 2011, and directing notice be given.

   D. Resolution authorizing the redemption of outstanding General Obligation Bonds, Series 2012A, of the City of Sioux City, State of Iowa, dated June 20, 2012, and directing notice be given.

   E. Resolution authorizing the redemption of outstanding General Obligation Bonds, Taxable Series 2012B ( urban renewal), of the City of Sioux City, State of Iowa, dated June 20, 2012, and directing notice be given.

   F. Resolution authorizing the redemption of outstanding General Obligation Bonds, Series 2015A, of the City of Sioux City, State of Iowa, dated June 29, 2015, and directing notice be given.

   G. Resolution authorizing the redemption of outstanding Taxable General Obligation Bonds, Series 2015B, of the City of Sioux City, State of Iowa, dated June 29, 2015, and directing notice be given.

6. **ACTIONS RELATING TO AGREEMENTS AND CONTRACTS**

   A. **DHS** - Resolution authorizing and approving an Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services for the purposes of securing ground emergency medical transport (GEMT) funding for the period beginning July 1, 2021 and ending June 30, 2022.

   B. **HAWKINS** - Resolution approving Renewal Option No. 1 with Hawkins, Inc. of Sioux Falls, South Dakota for an additional one (1) year period in connection with the purchase of phosphate F-35 solution commencing October 28, 2020 and ending October 27, 2021. (RFB No. 259113)

   C. **LAMB ARTS** - Resolution authorizing and approving a second amendment to the Development Agreement and a Substituted Promissory Note with LAMB Arts, LTD. (Property located at 625 Douglas Street)

   D. **HR GREEN** - Resolution approving Amendment No. 2 to the Standard Consultant Contract with HR Green, Inc. of Sioux Falls, South Dakota for additional design and inspection services due to damaged truss sections in connection with the Riverfront Trail Connection Project (IDOT Project No. TAP-U-7057(686)—81-97) in an amount not to exceed $21,413.
E. MID STATES - Resolution awarding a Service Provider Agreement to Mid States Audio Inc. doing business as Mid States Audio & Video of Sioux Falls, South Dakota in the lump sum amount of $56,280 for installation of audio video equipment in connection with the Sioux City Convention Center Gallery C Upgrade Project.

7. PURCHASING

A. TBS ELECTRONIC - Resolution awarding a purchase order to TBS Electronic, Inc. of Topeka, Kansas, in the amount of $45,863 for the purchase of a Motorola portable radio system for the Tyson Events Center and Orpheum Theatre. (RFB No. 263574)

B. TBS ELECTRONIC - Resolution awarding a Service Provider Agreement to TBS Electronic, Inc. of Topeka, Kansas in the amount of $4,800 for the installation of a Motorola portable radio system for the Tyson Events Center and Orpheum Theatre. (RFB No. 263574)

C. ASI SIGNAGE - Resolution awarding a purchase order to ASI Signage Innovations of Omaha, Nebraska, in the amount of $198,026.08 for the purchase of thirty-one (31) wayfinding signs. (RFQ No. 263544)

D. GILLIG - Resolution awarding a purchase order to Gillig LLC of Hayward, California, in an amount not to exceed $1,361,852 for the purchase of one (1) 29 foot and two (2) 35 foot heavy-duty, low-floor diesel buses for the Sioux City Transit System. (Accounting Contract No. 22317)

8. TOTAL PAYMENTS - Approve total payments issued for the reporting period of September 2020, in the amount of $16,148,142.41 and fund transfers for the reporting period of September 2020.

9. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES
   1. CLASS B BEER PERMIT (beer/carry-out beer/wine coolers)
      a. Maude’s Pizza & Ice Cream Parlor, 4400 Sergeant Road, Suite No. 536B (New)
   2. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
      a. Jim’s, 4503 Stone Avenue (Renewal)
   3. SPECIAL CLASS C LIQUOR LICENSE (wine/beer/wine coolers/carry-out)
      a. Cone Park, 3800 Line Drive (Renewal)

B. OFF-PREMISE SALES
   1. CLASS B WINE PERMIT (wine only)
      a. Circle S Gordon Drive, 2520 Gordon Drive (Renewal)
   2. CLASS B NATIVE WINE PERMIT (Iowa wine only)
      a. Circle S Riverside, 2404 Riverside Boulevard (Renewal)
   3. CLASS C BEER PERMIT (beer/wine coolers)
      a. Circle S Gordon Drive, 2520 Gordon Drive (Renewal)
      b. Circle S Riverside, 2404 Riverside Boulevard (Renewal)
      c. Hy-Vee Gas No. 3, 3333 Gordon Drive (Renewal)
   4. CLASS E LIQUOR LICENSE (liquor only)
      a. Circle S Gordon Drive, 2520 Gordon Drive (Renewal)
10. BOARD, COMMISSION, AND COMMITTEE MINUTES

A. Historic Preservation Commission – August 18, 2020
B. Human Rights Commission – June 25 and September 3, 2020
C. Library Board of Trustees – September 23, 2020
D. Museum Board of Trustees – July 24, August 14, and September 11, 2020
E. Woodbury County Information and Communication Commission – September 9, 2020

- End of Consent Agenda -

HEARINGS

11. Hearing for an amendment to the United States Housing and Urban Development (HUD) Sioux City Consortium Year One FY 2020 Action Plan to allow for receipt of $1,453,510 in Community Development Block Grant Coronavirus (CDBG-CV) and $1,237,696 in Emergency Solutions Grant Coronavirus (ESG-CV) funding.

12. Hearing and Resolution accepting the proposal of CAL Ventures LLC for the purchase of certain land in the Combined Central Sioux City -CBD Urban Renewal Area and authorizing sale of said property. (the vacated north/south alley abutting 615 Water Street)

13. Hearing and Resolution determining an area of the City to be a blighted area and economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for an urban renewal project; and adopting Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Project Area. (Property located at 7101 Southbridge Drive and Alicia Avenue)

14. Hearing and Resolution accepting the proposal of BadgerowDeveloper, LLC for the purchase of certain property in the Combined Central Sioux City -CBD Urban Renewal Area and authorizing a Development Agreement, Minimum Assessment Agreement, and Parking License Agreement. (622 4th Street) (Motion requested to defer this item to November 2, 2020)

15. CITIZEN CONCERNS

16. COUNCIL CONCERNS

17. 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.
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 K. Padmore, City Manager; Nicole M. DuBois, City Attorney; and Lisa L. McCardle, City Clerk.

Mayor Scott, on behalf of the City Council, proclaimed October 23 through October 31, 2020 as “Red Ribbon Week” in Sioux City; Rachel Lundgren, Siouxland CARES, accepted the proclamation.

**CONSENT AGENDA**

Motion by Scott, seconded by Moore, to adopt the Consent Agenda; all voting aye. Items 2 through 12B are approved unanimously unless specifically noted after the item.

2. Reading of the City Council minutes of October 5, 2020.

Reading of the minutes of October 5, 2020, was waived and as part of the consent agenda the minutes were approved as presented.

3. HUMAN RIGHTS - Motion approving the annual performance evaluation for the Human Rights Director.  

4. CIVIL PENALTY - Resolution amending Resolution No. 2020-0718 relating to the assessment of a $1,500 civil penalty and suspension for thirty (30) days of the liquor permit issued to Indigo, LLC doing business as Transit General Store, 2324 Transit Avenue, Sioux City, Iowa, for violation of the Iowa beer/wine and liquor laws by changing the effective date of the civil penalty and suspension period.

Nicole M. DuBois, City Attorney, provided information on the item.

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

5. BIDDING PROCEDURES - Resolution approving electronic bidding procedures and official statement. ($16,810,000 General Obligation Refunding Capital Loan Notes, Series 2020C and $3,775,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2020D)

6. ACTIONS RELATING TO ANNUAL REPORTS

   A. LIBRARY - Motion accepting and approving the Library Board of Trustees FY 2020 Annual Report.

   B. TRANSIT - Motion accepting the FY 2020 Sioux City Transit Advisory Board Annual Report.
7. ACTIONS RELATING TO GRANTS

A. HOMELAND SECURITY - Resolution approving and accepting Grant Agreement No. EMW-2020-SS-00028 from the State of Iowa Homeland Security and Emergency Management in the amount of $154,000 in connection with the FY 2020 Homeland Security Grant Program. (Project Number 173070) 2020-0758

Chief Tom Everett, Fire Department, provided information on the item.

B. SPORTS AUTHORITY - Resolution approving Regional Sports Authority District Grant Agreement No. 21-RSAD-06 by and between the City of Sioux City and the Iowa Economic Development Authority in the amount of $55,555 for a FY 2020-21 Regional Sports Authority District Grant to offset the cost of certain sporting events. 2020-0759

8. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

A. HUD - Resolution approving and accepting FY 2020 Cooperative Agreement No. FF207K207018 from the Department of Housing and Urban Development (HUD) in the amount of $42,100 for the purposes of processing housing discrimination complaints by the Sioux City Human Rights Commission. 2020-0760

B. MTC MECHANICAL - Resolution awarding and approving a Service Provider Agreement to MTC Mechanical, LLC of Sioux City, Iowa, in the amount of $32,000 for the Fire Training Center HVAC Replacement Project. (RFB No. 263805) 2020-0761

Scott abstained on the item due to a conflict of interest.

C. BMI IMAGING - Resolution approving Change Order No. 1 to the Master Services Agreement with BMI Imaging Systems, Inc. of Sunnyvale, California, in the amount of $7,334.40 for additional microfiche digitation in connection with the Microfiche/Film Digitization and Archiving Projects in the Police and Human Resources Departments. 2020-0762

D. MARK ALBENESIUS - Resolution approving a contract with Mark Albenesius, Inc. of South Sioux City, Nebraska, in the amount of $249,325 for the Utility Pavement Repair Phase VII Project. (Project No. 7150-519-127) 2020-0763

E. GRANDVIEW PARK - Resolution approving a Memorandum of Agreement among the City of Sioux City, Iowa, the Iowa Department of Natural Resources, and the Iowa State Historic Preservation Office regarding the resolution of adverse effects on the Grandview Park Water Tank Replacement Project and authorizing the City Manager to execute said Memorandum of Agreement. (Project No. 519-130) (SRF No. FS-97-18-DWSRF-007) 2020-0764

9. ACTIONS AUTHORIZING THE ISSUANCE OF CHECKS

A. BRIDGE REPAIRS - Resolution accepting the work and authorizing final payment to Cramer and Associates, Inc. for the 2018 Bridge Repairs Project. (Project No. 6983A-719-206) 2020-0765
B. **BRIDGE OVERLAY** - Resolution accepting the work and authorizing final payment to Cramer and Associates, Inc. for the 46th Street Bridge Overlay Project. (Project No. 69838-719-138)  
\[2020-0766\]

10. **ACTIONS RELATING TO PROPERTY**

A. **PETERS AVENUE** - Resolution authorizing and directing the City Attorney and/or her Assistants to proceed under the power of eminent domain as authorized under Chapters 6A and 6B of the Code of Iowa to condemn certain property in connection with the South Fairmount Street Reconstruction (Transit Avenue to Vine Avenue) Project. (A portion of 2701 Peters Avenue)  
\[2020-0767\]

B. **URBAN RENEWAL** - Resolution inviting proposals for the sale of land in the Combined Central Sioux City -CBD Urban Renewal Area and the Combined Floyd River Urban Renewal Area, announcing the intent to accept the proposal of the Iowa Department of Transportation, fixing the date for receipt of proposals, and for public hearing and providing for notice thereof. (various properties for highway right-of-way purposes pursuant to resolution no. R-5089)  
\[2020-0768\]

C. **11TH STREET** - Resolution inviting proposals for the granting of an Underground Electric Easement in certain land in the Combined Floyd River Urban Renewal Area, announcing the intent to accept the proposal of MidAmerican Energy Company, fixing the date for receipt of proposals, and for public hearing and providing for notice thereof. (a 240-square foot parcel of property adjacent to 1619 11th Street)  
\[2020-0769\]

11. **PURCHASING**

A. **DEWEY FORD** - Resolution awarding a purchase order to Dewey Ford of Ankeny, Iowa, in the amount of $220,055.76 for the purchase of six (6) Ford Police Interceptor All Wheel Drive Vehicles for use by the Sioux City Police Department. (RFB No. 263911)  
\[2020-0770\]

Motion by Moore, seconded by Groetken, to amend the item by awarding the purchase order to Jensen Motors, Inc. of Lemars, Iowa, in the amount of $220,193.76 instead of Dewey Ford of Ankeny, Iowa, in the amount of $220,055.76; per Section 2.06.050 of City Municipal Code if there is a two percent or less difference between a non-local selected bidder’s price and a local bidder then the City Council may approve the purchase from the local bidder; all voting aye. The Resolution passed as amended as part of the consent agenda.

B. **UTILITY EQUIPMENT** - Resolution awarding a purchase order to Utility Equipment Company of Sioux City, Iowa, in the amount of $32,550 for the purchase of storm sewer inlet and frames for the Utilities Field Office Division. (Bid No. 263964)  
\[2020-0771\]

C. **TRUCK SALES** - Resolution awarding a purchase order to Sioux City Truck Sales Inc. of Sioux City, Iowa, in the amount of $73,261.40 for the purchase of two (2) rebuilt Cummins bus engines. (RFQ No. 263850)  
\[2020-0772\]

D. **HYCHEM** - Resolution awarding a purchase order to Hychem, Inc. of Tampa, Florida, in the amount of $1.05 per pound for the purchase of Polymer, Hyperfloc CE2064G/CE2084G by the tanker and $1.09 per pound for the purchase of Polymer, Hyperfloc CE2064G/CE2084G by the tote. (Bid No. 263474)  
\[2020-0773\]
12. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

1. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
   a. AMC Southern Hills 12, 4400 Sergeant Road No. 15 (Renewal)
   b. Restaurant De Arcos, 1917 Pierce Street (Renewal)

2. SPECIAL CLASS C LIQUOR LICENSE (wine/beer/wine coolers/carry-out)
   a. HuHot Mongolian Grill, 4229 South Lakeport Street (Renewal)

B. OFF-PREMISE SALES

1. CLASS B WINE PERMIT (wine only)
   a. Charlie’s Wine and Spirits, 507 West 19th Street (Renewal)
   b. Kum and Go No. 251, 1005 Gordon Drive (Renewal)

2. CLASS C BEER PERMIT (beer/wine coolers)
   a. Charlie’s Wine and Spirits, 507 West 19th Street (Renewal)
   b. Kum and Go No. 251, 1005 Gordon Drive (Renewal)

3. CLASS E LIQUOR LICENSE (liquor only)
   a. Charlie’s Wine and Spirits, 507 West 19th Street (Renewal)
   b. Kum and Go No. 251, 1005 Gordon Drive (Renewal)

- End of Consent Agenda -

HEARINGS

13. Hearing and Resolution instituting proceedings to take additional action for the issuance of not to exceed $25,000,000 General Obligation Refunding Capital Loan Notes. 2020-0774

Motion by Scott, seconded by Moore, to open the hearing and adopt the proposed resolution. No citizen input was received and the hearing was closed; all voting aye.

DISCUSSION

14. Resolution amending Resolution No. 2018-0745 relating to the Hearing on Manager’s report on demolition of and Resolution declaring a certain structure to be dangerous or dilapidated as defined by the Municipal Code and authorizing the City Manager to carry out such order to demolish said structure by authorizing a 90-day delay in demolition. (Address: 3927 Country Club Boulevard) (Property Owner: 3927-2020 LLC) 2020-0775

Darrel Bullock, Acting Fleet Manager, provided information on the item.

Motion by Scott, seconded by Watters, to adopt the proposed resolution; Groetken, Schoenherr, Scott, and Watters voting aye; Moore abstaining on the item due to a conflict of interest.
15. Resolution creating the Inclusive Sioux City Advisory Committee to increase equity, diversity, and inclusiveness in City government and our community. 2020-0776

Robert Padmore, City Manager, provided information on the item. Treyla Lee, Sioux City Chapter of the NAACP, spoke on the item.

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

16. **CITIZEN CONCERNS**

Dave Bernstein, 208 Court St, member of the Airport Board of Trustees, spoke on placing banners with Airport information about new Denver flights on the Downtown Skywalks. Bernstein was told the skywalks are limited to Downtown information only and requested the policy be updated to allow City uses such as the Airport and/or City endorsed events like Saturday In The Park. Padmore stated his office coordinates the advertisement on the skywalk and exceptions have been made. Watters suggested Bernstein talk to the Skywalk Board about allowing the banners.

Nick Korleski, 500 Prescott St, spoke on body cameras for law enforcement officers and recent actions by Sioux City police officers.

17. **COUNCIL CONCERNS**

Watters thanked everyone that has already completed their Census and stated there was an extension granted until October 31st for those that have not yet completed theirs. Watters also reminded everyone to vote.

Moore thanked Rick Arnold and the Police Department for the modified National Night Out that was held last week at Riverside Park; Moore stated there was a good turnout and CDC guidelines were followed.

18. **ADJOURNMENT**

There being no further business, the meeting was adjourned at 4:35 p.m., on motion by Scott, seconded by Moore; all voting aye.

ATTEST:  
Lisa L. McCordle, City Clerk  
Robert E. Scott, Mayor

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

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CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020

FROM: Gordon Phair, City Engineer
Katie Eickholt, Civil Engineer

SUBJECT: Resolution authorizing execution of the “Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project”, Iowa DOT Agreement Number 3-20-STBG-SWAP-026, Project Number STBG-SWAP-7057(705)--SG-97, with the Iowa Department of Transportation for the purpose of providing funding in connection with the South Fairmount Street Reconstruction Project (Transit Avenue to Vine Avenue) (City Project No. 7049-719-291).

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

RECOMMENDATION:
Staff respectfully requests Council approve a resolution authorizing the execution of the “Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project”, Iowa DOT Agreement Number 3-20-STBG-SWAP-026, Project Number STBG-SWAP-7057(705)--SG-97, with the Iowa Department of Transportation for the purpose of providing funding in connection with the South Fairmount Street Reconstruction Project (Transit Avenue to Vine Avenue) (City Project No. 7049-719-291).

DISCUSSION:
The City of Sioux City is required to execute an Agreement with the Iowa DOT for the South Fairmount Street Reconstruction Project (Transit Avenue to Vine Avenue) in order to accept federal funds to use for the engineering design and construction activities. This project includes the construction of new paving, sidewalks, driveways, replacement of existing watermain, replacement of existing sanitary sewer, replacement of storm sewer, service connections, and cross street connections. This project will follow the Iowa DOT project development schedule for a Winter 2020-2021 letting date and construction period to begin in Spring of 2021.

The STBG Federal-aid Swap funding under this Agreement will fund up to 80 percent of eligible costs or $1,824,000 whichever is less.

FINANCIAL IMPACT:
The reconstruction of South Fairmount Street from Transit Avenue to Vine Avenue is funded under CIP 719-291 S. Fairmount St. (Transit Avenue to Vine Avenue) through Iowa DOT SWAP Funds, transfers in sales tax infrastructure, water funds, sewer funds, and general obligation bonds.
The Iowa Department of Transportation STBG Federal-aid Swap funding will provide up to 80 percent of eligible costs or $1,824,000, whichever is less. Local funds for the project in the amount of $676,000 are programmed for FY 22 to cover remaining project costs.

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

ALTERNATIVES:
   Council can direct staff to negotiate changes in the Agreement with the Iowa Department of Transportation.

ATTACHMENTS:
   Resolution
   Surface Transportation Block Grant Program Federal Aid Swap Agreement

WHEREAS, the Iowa Department of Transportation and the City of Sioux City desire to execute an Agreement for the purpose of providing funding in connection with the South Fairmount Street Reconstruction Project (Transit Avenue to Vine Avenue); and

WHEREAS, there is attached hereto and by this reference made a part hereof, a copy of “Agreement for a Surface Transportation Block Grant Program Federal-Aid Swap Project”, Iowa DOT Agreement Number 3-20-STBG-SWAP-026, Project Number STBG-SWAP-7057(705)--SG-97, setting forth the terms and conditions, which Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that “Agreement for a Surface Transportation Block Grant Program Federal-Aid Swap Project”, Iowa DOT Agreement Number 3-20-STBG-SWAP-026, Project Number STBG-SWAP-7057(705)--SG-97, between the City of Sioux City and the Iowa Department of Transportation for the purpose of providing funding in connection with the South Fairmount Street Reconstruction Project (Transit Avenue to Vine Avenue), as referred to in the preamble hereof, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the City Manager and City Clerk be and they are hereby authorized and directed to execute said “Agreement for a Surface Transportation Block Grant Program Federal-Aid Swap Project”, Iowa DOT Agreement Number 3-20-STBG-SWAP-026, Project Number STBG-SWAP-7057(705)--SG-97 for and on behalf of the City.

PASSED AND APPROVED: __October 19, 2020__

Robert E. Scott, Mayor

ATTEST:

Lisa L. McCardle, City Clerk
IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

Recipient: City of Sioux City

Project No.: STBG-SWAP-7057(705)—SG-97
Iowa DOT Agreement No.: 3-20-STBG-SWAP-026

This is an agreement between the City of Sioux City, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department’s contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Western Region Local Systems Field Engineer, Zachary A. Gunsolley. The Recipient’s contact person shall be the City Engineer.

3. The Recipient shall be responsible for the development and completion of the following described STBG project:

   In the City of Sioux City on South Fairmount Street from Transit Avenue to Vine Avenue pavement rehabilitation.

4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.

5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to $1,824,000 for the following phases of work as stipulated by the Siouxland Interstate Metropolitan Planning Council:

   - Preliminary Engineering
   - Construction Engineering
   - Right-of-Way
   - Construction
   - Other (please specify) ______

6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.

7. If the project described in Section 3 drops out of the Siouxland Interstate Metropolitan Planning Council current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

8. The Recipient shall let the project for bids through the Department.

9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

10. It is the intent of both parties that no third party beneficiaries be created by this agreement.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By ___________________________ Date ___________________________ 20____

______________________________
Title of city official

I, ___________________________, certify that I am the City Clerk of Sioux City, and that ___________________________, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the ______ day of ____________________, 20______.

Signed ___________________________ Date ___________________________ 20____

City Clerk of Sioux City, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By ___________________________ Date ___________________________ 20____

Zachary A. Gunsolley, P.E.
Local Systems Field Engineer
Western Region
Exhibit 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

   a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available online at: https://iowadot.gov/local_systems/publications/invlpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.

   b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

   c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.

   d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department’s application review and acceptance process, plan and construction reviews, and funding participation.

   e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department’s authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

   a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.

   b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department’s administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

   a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
4. Environmental Requirements and other Agreements or Permits.

a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa: State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.


a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department’s Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.

b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.

c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the “Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System” for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department’s “Policy for Accommodating and Adjustment of Utilities on the Primary Road System” The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.


a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.

c. The Recipient shall be responsible for the following:

i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

ii. The contract documents shall use the Department’s Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.

iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.060, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.

e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department’s Construction Manual, as applicable, for conducting construction inspection activities. The Recipient’s engineering staff shall be responsible for inspection of the project.

b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the Mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways” per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.

d. The project shall be constructed under the Department’s Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department’s Materials I.M.s. Available on-line at: https://www.iowadot.gov/erl/index.html.

e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

a. The Recipient shall be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.

e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received, for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:

i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.
9. **Project Close-out.**

a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-Aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.

b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.

d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department’s signature of the Department’s Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 840003).

e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020 ACTION ITEM # 4
FROM: Robert Padmore, City Manager
Janelle M. Bertrand, Human Resources Director

SUBJECT: Resolution approving Amendment No. 4 to the contract with Local 2796, American Federation of State, County and Municipal Employees (AFSCME), representing Sioux City Professional, Administrative, Technical and Supervisory/Emergency Medical Service Employees (PATS Union) to provide for a one-year extension and cost of living adjustment.

RECOMMENDATION:
Staff respectfully request Council approval on an amended labor contract between the City and AFSCME Iowa Council 61, Local 2796, PATS/Emergency Medical Service Union.

DISCUSSION:
The Union and Management have reached an agreement to extend the existing PATS/EMS collective bargaining contract. This one-year extension includes a cost of living adjustment of 2.5%. This extension will expire June 30, 2022.

On February 6, 2017, pursuant to Resolution No. 2017-0067, the City Council approved a contract with Local 2796, AFSCME, representing PATS/Emergency Medical Services Employees, which contract was subsequently amended on February 13, 2017, pursuant to Resolution No. 2017-0144; December 17, 2018, pursuant to Resolution No. 2018-1008; and December 2, 2019, pursuant to Resolution No. 2019-0950.

FINANCIAL IMPACT:
The recently approved budget provides the necessary funding for these recommendations.

RELATIONSHIP TO STRATEGIC PLAN:
Progressive Leadership Vision.
We will use formal and informal methods to engage the Council, our employees, and our customers to promote enhanced organizational engagement and commitment to our shared vision.

ALTERNATIVES:
N/A

ATTACHMENTS:
Resolution
Amendment No. 4
RESOLUTION NO. 2020 -  
with attachments

RESOLUTION APPROVING AMENDMENT NO. 4 TO THE CONTRACT WITH LOCAL 2796, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), REPRESENTING SIOUX CITY PROFESSIONAL, ADMINISTRATIVE, TECHNICAL AND SUPERVISORY/EMERGENCY MEDICAL SERVICE EMPLOYEES (PATS UNION) TO PROVIDE FOR A ONE-YEAR EXTENSION AND COST OF LIVING_ADJUSTMENT.

WHEREAS, on February 6, 2017, pursuant to Resolution No. 2017-0067, the City Council approved a Contract with Local 2796, American Federation of State, County and Municipal Employees (AFSCME), representing Sioux City Professional, Administrative, Technical and Supervisory/Emergency Medical Service Employees (PATS Union), which Contract was subsequently amended on February 13, 2017, pursuant to Resolution No. 2017-0144; December 17, 2018, pursuant to Resolution No. 2018-1008; and December 2, 2019, pursuant to Resolution No. 2019-0950; and

WHEREAS, the Parties desire to further amend said Contract to provide for a one-year extension and cost of living adjustment; and

WHEREAS, there is attached hereto and by this reference made a part hereof, Amendment No. 4 to the Contract with Local 2796, American Federation of State, County and Municipal Employees (AFSCME), representing Sioux City Professional, Administrative, Technical and Supervisory/Emergency Medical Service Employees (PATS Union); which Amendment No. 4 to the Contract should be approved as to form and content.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that Amendment No. 4 to the Contract with Local 2796, American Federation of State, County and Municipal Employees (AFSCME), representing Sioux City Professional, Administrative, Technical and Supervisory/Emergency Medical Service Employees (PATS Union) providing for a one-year extension and cost of living adjustment, as referred to in the preamble hereof, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the City Manager be and he is hereby authorized and directed to execute said Amendment No. 4 to the Contract with Local 2796, American Federation of State, County and Municipal Employees (AFSCME), representing Sioux City Professional, Administrative, Technical and Supervisory/Emergency Medical Service Employees (PATS Union).

PASSED AND APPROVED: October 19, 2020  
Robert E. Scott, Mayor

ATTEST:  
Lisa L. McCardle, City Clerk
Amendment No. 4

COLLECTIVE BARGAINING EXTENSION

Between
SIOUX CITY IOWA
and
AFSCME/IOWA COUNCIL 61, AFL-CIO
PROFESSIONAL, ADMINISTRATIVE, TECHNICAL, & SUPERVISORY/
EMERGENCY MEDICAL SERVICE EMPLOYEES.
LOCAL 2796

October 19, 2020

The City of Sioux City and Local 2796, American Federation of State, County and Municipal Employees (AFSCME), representing Sioux City Professional, Administrative, Technical and Supervisory/Emergency Medical Service Employees (PATS Union) entered into a Contract on February 6, 2017, pursuant to Resolution No. 2017-0067, which Contract was subsequently amended on February 13, 2017, pursuant to Resolution No. 2017-0144; December 17, 2018, pursuant to Resolution No. 2018-1008; and December 2, 2019, pursuant to Resolution No. 2019-0950.

The Parties desire to further amend said Contract and have agreed to the following Contract extension to be effective July 1, 2021 through June 30, 2022:

1) **Duration:** The appropriate articles shall be modified to reflect a one (1) year contract extension through June 30, 2022.

2) **Wages:** Effective July 1, 2021, the appropriate wage matrices shall be modified to reflect a 2.5% across-the-board wage increase.

3) Unless the provisions of Iowa Code Chapter 20 are modified, the Union agrees and acknowledges that a recertification election will occur in the Fall of 2021 because this contract with its extension has been in existence for five (5) years.

FOR THE CITY:

[Signature]
Robert Padmore
City Manager

FOR THE UNION:

[Signature]
Preston DeBoer
AFSCME Iowa Council 61 Staff
Representative

Date: 10/8/2020
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020
ACTION ITEM #: 5A-G

FROM: Kelli Hill, City Treasurer

Resolution directing sale of $16,810,000 (subject to adjustment per terms of offering) General Obligation Refunding Capital Loan Notes, Series 2020C

Resolution directing sale of $3,775,000 (subject to adjustment per terms of offering) Taxable General Obligation Refunding Capital Loan Notes, Series 2020D

Resolution authorizing the redemption of outstanding General Obligation Bonds, Series 2011A, of the City of Sioux City, State of Iowa, dated May 1, 2011, and directing notice be given

Resolution authorizing the redemption of outstanding General Obligation Bonds, Series 2012A, of the City of Sioux City, State of Iowa, dated June 20, 2012, and directing notice be given

Resolution authorizing the redemption of outstanding General Obligation Bonds, Taxable Series 2012B (urban renewal), of the City of Sioux City, State of Iowa, dated June 20, 2012, and directing notice be given

Resolution authorizing the redemption of outstanding General Obligation Bonds, Series 2015A, of the City of Sioux City, State of Iowa, dated June 29, 2015, and directing notice be given

Resolution authorizing the redemption of outstanding Taxable General Obligation Bonds, Series 2015B, of the City of Sioux City, State of Iowa, dated June 29, 2015, and directing notice be given

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

RECOMMENDATION:
DISCUSSION:
Bids will be received at noon on Monday, October 19, 2020. The bids will be opened and the results will be confirmed and verified. Result of Sales reports will be prepared and delivered to the Council with an appropriate recommendation. Resolution documents and related attachments will be adjusted to reflect the actual par amount of bonds issued.

FINANCIAL IMPACT:
Refunding outstanding issue Series 2011A, Series 2012A, Series 2012B, Series 2015A and 2015B allows the City to take advantage of projected interest savings. The savings would be realized over the life of the refunded bonds. If the results of the sale do not provide adequate savings, the par amount of the bonds issued will be adjusted accordingly.

RELATIONSHIP TO STRATEGIC PLAN:
Proceeding with the issuance of General Obligation Refunding Bonds shows the City’s efforts to maintain our Operational Plans.

ALTERNATIVES:
To not proceed with the refunding of existing debt.

ATTACHMENTS:
Resolutions
ITEMS TO INCLUDE ON AGENDA
CITY OF SIOUX CITY, IOWA

$16,810,000 (Subject to Adjustment per Terms of Offering) General Obligation Refunding Capital Loan Notes, Series 2020C

- Receipt of bids.
- Resolution directing sale.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.
The City Treasurer of the City of Sioux City, State of Iowa, met at City Hall, 405 - 6th Street, Sioux City, Iowa, at 1:00 P.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the City Council at 4:00 P.M. on the above date.

The following persons were present:

________________________________________________

________________________________________________

________________________________________________

* * * * * * * *
This being the time and place for the opening of bids for the sale of $16,810,000 (Subject to Adjustment per Terms of Offering) General Obligation Refunding Capital Loan Notes, Series 2020C, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:
   
   Name & Address of Bidders:

   (Attach List of Bidders)

2. The City Treasurer then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.

3. Electronic bids received were accessed and announced as follows:

   Name & Address of Bidders:

   (Attach List of Bidders)

4. The best bid was determined to be as follows:

   Name & Address of Bidder: ____________________________________________________________

   True Interest Rate (as-bid): _________________ %

   Net Interest Cost (as-bid): $________________

   In consultation with Piper Sandler & Co., the City considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

   Final Par Amount as adjusted: $________________

   Purchase Price as adjusted: $________________

   All bids were then referred to the Council for action.
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 4:00 P.M., on the above date. There were present Mayor Robert E. Scott, in the chair, and the following named Council Members:

__________________________________________________________

Absent: _________________________________________________

Vacant: _________________________________________________

* * * * * * *
Council Member __________________ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF $16,810,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020C," and moved its adoption. Council Member __________________ seconded the motion to adopt. The roll was called and the vote was,

AYES: ____________________________________________

___________________________________________

NAYS: ____________________________________________

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF $16,810,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020C

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

$16,810,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020C

Bidder: ______________________________ of __________________________

The terms of award:

Final Par Amount as adjusted: $____________________

Purchase Price as adjusted: $____________________

True Interest Rate: ______________________ %

Net Interest Cost: $____________________

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, STATE OF IOWA:

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.
Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 19th day of October, 2020.

__________________________________________
Robert E. Scott, Mayor

ATTEST:

__________________________________________
Lisa L. McCardle, City Clerk
CERTIFICATE

STATE OF IOWA

COUNTY OF WOODBURY

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)

01776155-1\11114-214
ITEMS TO INCLUDE ON AGENDA
CITY OF SIOUX CITY, IOWA

$3,775,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Refunding Capital Loan Notes, Series 2020D

- Receipt of bids.
- Resolution directing sale.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.
The City Treasurer of the City of Sioux City, State of Iowa, met at City Hall, 405 - 6th Street, Sioux City, Iowa, at 1:00 P.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the City Council at 4:00 P.M. on the above date.

The following persons were present:

________________________________________________

________________________________________________

________________________________________________

* * * * * * * * * * * * * * * * * * * * *
This being the time and place for the opening of bids for the sale of $3,775,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Refunding Capital Loan Notes, Series 2020D, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

   Name & Address of Bidders:

   (Attach List of Bidders)

2. The City Treasurer then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.

3. Electronic bids received were accessed and announced as follows:

   Name & Address of Bidders:

   (Attach List of Bidders)

4. The best bid was determined to be as follows:

   Name & Address of Bidder: ________________________________

   True Interest Rate (as-bid): ____________________________%

   Net Interest Cost (as-bid): $________________________

   In consultation with Piper Sandler & Co., the City considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

   Final Par Amount as adjusted: $________________

   Purchase Price as adjusted: $________________

All bids were then referred to the Council for action.
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 4:00 P.M., on the above date. There were present Mayor Robert E. Scott, in the chair, and the following named Council Members:

________________________________________________________________________

Absent: __________________________________________________________________

Vacant: __________________________________________________________________

**********
Council Member ____________________ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF $3,775,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020D," and moved its adoption. Council Member ____________________ seconded the motion to adopt. The roll was called and the vote was,

AYES: ______________________________________

                                    ______________________

NAYS: ______________________________________

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF $3,775,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020D

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

$3,775,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020D

Bidder: ___________________________ of ___________________________

The terms of award:

Final Par Amount as adjusted: $____________________

Purchase Price as adjusted: $____________________

True Interest Rate: _________________________%

Net Interest Cost: $____________________

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, STATE OF IOWA:

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.
Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 19th day of October, 2020.

______________________________
Robert E. Scott, Mayor

ATTEST:

______________________________
Lisa L. McCardle, City Clerk
CERTIFICATE

STATE OF IOWA

COUNTY OF WOODBURY

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)
ITEMS TO INCLUDE ON AGENDA

CITY OF SIOUX CITY, IOWA

General Obligation Bonds, Series 2011A


NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.
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 4:00 P.M., on the above date. There were present Mayor Robert E. Scott, in the chair, and the following named Council Members:

__________________________________________________

Absent: ____________________________________________

Vacant: ____________________________________________

* * * * * * *
Council Member ______________ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2011A, OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED MAY 1, 2011, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member ______________ seconded the motion to adopt. The roll was called and the vote was,

AYES: ______________________________________

____________________________________

NAYS: ______________________________________

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2011A, OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED MAY 1, 2011, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution authorize the issuance of $23,425,000 General Obligation Bonds, Series 2011A, (the "Bonds") dated May 1, 2011; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2019 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $2,435,000 be so redeemed on November 19, 2020 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, STATE OF IOWA:

Section 1. That outstanding General Obligation Bonds, dated May 1, 2011, in the principal amount of $2,435,000, be and the same are hereby redeemed as of November 19, 2020.

Section 2. The Registrar and Paying Agent, City Treasurer, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Bonds by registered mail, and to notify DTC.
Section 3. The City Treasurer is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:
NOTICE OF THE CALL OF BONDS FOR REDEMPTION TO THE HOLDERS OF THE FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the redemption date.

Issuer: City of Sioux City, State of Iowa

Original Issue Amount: $23,425,000

Bond Issue: General Obligation Bonds, Series 2011A

Dated Date: May 1, 2011

Redemption Date: November 19, 2020

Redemption Price: Par, plus accrued interest

<table>
<thead>
<tr>
<th>CUSIP Numbers</th>
<th>Bond Numbers</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>829458 CA4</td>
<td>10</td>
<td>$2,435,000</td>
<td>4.000%</td>
<td>June 1, 2021</td>
</tr>
</tbody>
</table>

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

The above Bonds should be presented to City Treasurer, City Hall, 405 - 6th Street, Sioux City, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

CITY TREASURER, Sioux City, Iowa

(End of Notice)
PASSED AND APPROVED this 19th day of October, 2020.

________________________________________
Robert E. Scott, Mayor

ATTEST:

________________________________________
Lisa L. McCardle, City Clerk
CERTIFICATE

STATE OF IOWA

COUNTY OF WOODBURY

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)
ITEMS TO INCLUDE ON AGENDA

CITY OF SIOUX CITY, IOWA

General Obligation Bonds, Series 2012A


NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.
October 19, 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 4:00 P.M., on the above date. There were present Mayor Robert E. Scott, in the chair, and the following named Council Members:

___________________________________________

Absent: _________________________________________

Vacant: _________________________________________

* * * * * * *
Council Member ________________ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2012A, OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED JUNE 20, 2012, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member ________________ seconded the motion to adopt. The roll was called and the vote was,

AYES: __________________________________________

__________________________________________________________________________

NAYS: __________________________________________

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2012A, OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED JUNE 20, 2012, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated June 4, 2012, authorize the issuance of $9,635,000 General Obligation Bonds, Series 2012A, (the "Bonds") dated June 20, 2012; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2019 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $1,920,000 be so redeemed on November 19, 2020 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, STATE OF IOWA:

Section 1. That outstanding General Obligation Bonds, dated June 20, 2012, in the principal amount of $1,920,000, be and the same are hereby redeemed as of November 19, 2020.

Section 2. The Registrar and Paying Agent, City Treasurer, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Bonds by registered mail, and to notify DTC.
Section 3. The City Treasurer is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:
NOTICE OF THE CALL OF BONDS FOR REDEMPTION TO THE HOLDERS OF THE FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the redemption date.

Issuer: City of Sioux City, State of Iowa

Original Issue Amount: $9,635,000

Bond Issue: General Obligation Bonds, Series 2012A

Dated Date: June 20, 2012

Redemption Date: November 19, 2020

Redemption Price: Par, plus accrued interest

Bonds Called for Redemption

<table>
<thead>
<tr>
<th>CUSIP Numbers</th>
<th>Bond Numbers</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>829458 CK2</td>
<td>9</td>
<td>$960,000</td>
<td>2.250%</td>
<td>June 1, 2021</td>
</tr>
<tr>
<td>829458 CL0</td>
<td>10</td>
<td>$960,000</td>
<td>2.350%</td>
<td>June 1, 2022</td>
</tr>
</tbody>
</table>

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

The above Bonds should be presented to City Treasurer, City Hall, 405 - 6th Street, Sioux City, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

CITY TREASURER, Sioux City, Iowa

(End of Notice)
PASSED AND APPROVED this 19th day of October, 2020.

__________________________
Robert E. Scott, Mayor

ATTEST:

__________________________
Lisa L. McCardle, City Clerk
CERTIFICATE

STATE OF IOWA
COUNTY OF WOODBURY

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)

01776159-11114-214
ITEMS TO INCLUDE ON AGENDA

CITY OF SIOUX CITY, IOWA

General Obligation Bonds, Taxable Series 2012B (Urban Renewal)


NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.
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 4:00 P.M., on the above date. There were present Mayor Robert E. Scott, in the chair, and the following named Council Members:

__________________________________________________

Absent: ____________________________________________

Vacant: ____________________________________________

* * * * * * *
Council Member ___________________ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION BONDS, TAXABLE SERIES 2012B (URBAN RENEWAL), OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED JUNE 20, 2012, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member ___________________ seconded the motion to adopt. The roll was called and the vote was,

AYES: __________________________________________

___________________________________________

NAYS: __________________________________________

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION BONDS, TAXABLE SERIES 2012B (URBAN RENEWAL), OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED JUNE 20, 2012, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated June 4, 2012, authorize the issuance of $4,840,000 General Obligation Bonds, Taxable Series 2012B (Urban Renewal), (the "Bonds") dated June 20, 2012; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2019 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $960,000 be so redeemed on November 19, 2020 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, STATE OF IOWA:

Section 1. That outstanding General Obligation Bonds, dated June 20, 2012, in the principal amount of $960,000, be and the same are hereby redeemed as of November 19, 2020.

Section 2. The Registrar and Paying Agent, City Treasurer, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Bonds by registered mail, and to notify DTC.
Section 3. The City Treasurer is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:
NOTICE OF THE CALL OF BONDS FOR REDEMPTION TO THE HOLDERS OF THE FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the redemption date.

Issuer: City of Sioux City, State of Iowa

Original Issue Amount: $4,840,000

Bond Issue: General Obligation Bonds, Taxable Series 2012B (Urban Renewal)

Dated Date: June 20, 2012

Redemption Date: November 19, 2020

Redemption Price: Par, plus accrued interest

Bonds Called for Redemption

<table>
<thead>
<tr>
<th>CUSIP Numbers</th>
<th>Bond Numbers</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>829458 CV8</td>
<td>9</td>
<td>$480,000</td>
<td>2.150%</td>
<td>June 1, 2021</td>
</tr>
<tr>
<td>829458 CW6</td>
<td>10</td>
<td>$480,000</td>
<td>2.400%</td>
<td>June 1, 2022</td>
</tr>
</tbody>
</table>

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

The above Bonds should be presented to City Treasurer, City Hall, 405 - 6th Street, Sioux City, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

CITY TREASURER, Sioux City, Iowa

(End of Notice)
PASSED AND APPROVED this 19th day of October, 2020.

_____________________________________________________

Robert E. Scott, Mayor

ATTEST:

_____________________________________________________

Lisa L. McCardle, City Clerk
CERTIFICATE

STATE OF IOWA

COUNTY OF WOODBURY

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. McCordle, City Clerk,
City of Sioux City, State of Iowa

(SEAL)
ITEMS TO INCLUDE ON AGENDA

CITY OF SIOUX CITY, IOWA

General Obligation Bonds, Series 2015A


NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.
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 4:00 P.M., on the above date. There were present Mayor Robert E. Scott, in the chair, and the following named Council Members:

__________________________________________________

Absent: ____________________________________________

Vacant: ____________________________________________

* * * * * *
Council Member ______________ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OB- LIGATION BONDS, SERIES 2015A, OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED JUNE 29, 2015, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member ______________ seconded the motion to adopt. The roll was called and the vote was,

AYES: _______________________________________

 _______________________________________

NAYS: _______________________________________

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF OUT- STANDING GENERAL OBLIGATION BONDS, SERIES 2015A, OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED JUNE 29, 2015, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated June 8, 2015, authorize the issuance of $23,030,000 General Obligation Bonds, Series 2015A, (the "Bonds") dated June 29, 2015; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2020 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $12,265,000 be so redeemed on November 19, 2020 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, STATE OF IOWA:

Section 1. That outstanding General Obligation Bonds, dated June 29, 2015, in the principal amount of $12,265,000, be and the same are hereby redeemed as of November 19, 2020.

Section 2. The Registrar and Paying Agent, City Treasurer, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Bonds by registered mail, and to notify DTC.
Section 3. The City Treasurer is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:
NOTICE OF THE CALL OF BONDS FOR REDEMPTION TO THE HOLDERS OF THE FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the redemption date.

Issuer: City of Sioux City, State of Iowa

Original Issue Amount: $23,030,000

Bond Issue: General Obligation Bonds, Series 2015A

Dated Date: June 29, 2015

Redemption Date: November 19, 2020

Redemption Price: Par, plus accrued interest

### Bonds Called for Redemption

<table>
<thead>
<tr>
<th>CUSIP Numbers</th>
<th>Bond Numbers</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>829458 FP8</td>
<td>6</td>
<td>$2,310,000</td>
<td>3.00%</td>
<td>June 1, 2021</td>
</tr>
<tr>
<td>829458 FQ6</td>
<td>7</td>
<td>$2,380,000</td>
<td>3.00%</td>
<td>June 1, 2022</td>
</tr>
<tr>
<td>829458 FR4</td>
<td>8</td>
<td>$2,450,000</td>
<td>3.00%</td>
<td>June 1, 2023</td>
</tr>
<tr>
<td>829458 FS2</td>
<td>9</td>
<td>$2,525,000</td>
<td>3.00%</td>
<td>June 1, 2024</td>
</tr>
<tr>
<td>829458 FT0</td>
<td>10</td>
<td>$2,600,000</td>
<td>3.00%</td>
<td>June 1, 2025</td>
</tr>
</tbody>
</table>

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

The above Bonds should be presented to City Treasurer, City Hall, 405 - 6th Street, Sioux City, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

CITY TREASURER, Sioux City, Iowa

(End of Notice)
PASSED AND APPROVED this 19th day of October, 2020.

__________________________
Robert E. Scott, Mayor

ATTEST:

__________________________
Lisa L. McCardle, City Clerk
CERTIFICATE

STATE OF IOWA  
COUNTY OF WOODBURY

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)

01776161-11114-214
ITEMS TO INCLUDE ON AGENDA

CITY OF SIOUX CITY, IOWA

Taxable General Obligation Bonds, Series 2015B


NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.
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 4:00 P.M., on the above date. There were present Mayor Robert E. Scott, in the chair, and the following named Council Members:

_______________________________

Absent: ____________________________

Vacant: ____________________________

* * * * * * *
Council Member __________________ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING TAXABLE GENERAL OBLIGATION BONDS, SERIES 2015B, OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED JUNE 29, 2015, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member __________________ seconded the motion to adopt. The roll was called and the vote was,

AYES: ______________________________________

___________________________________________

NAYS: _______________________________________

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING TAXABLE GENERAL OBLIGATION BONDS, SERIES 2015B, OF THE CITY OF SIOUX CITY, STATE OF IOWA, DATED JUNE 29, 2015, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated June 8, 2015, authorize the issuance of $5,080,000 Taxable General Obligation Bonds, Series 2015B, (the "Bonds") dated June 29, 2015; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2020 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $2,730,000 be so redeemed on November 19, 2020 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, STATE OF IOWA:

Section 1. That outstanding General Obligation Bonds, dated June 29, 2015, in the principal amount of $2,730,000, be and the same are hereby redeemed as of November 19, 2020.

Section 2. The Registrar and Paying Agent, City Treasurer, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Bonds by registered mail, and to notify DTC.
Section 3. The City Treasurer is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:
NOTICE OF THE CALL OF BONDS FOR REDEMPTION TO THE HOLDERS OF THE FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the redemption date.

Issuer: City of Sioux City, State of Iowa

Original Issue Amount: $5,080,000

Bond Issue: Taxable General Obligation Bonds, Series 2015B

Dated Date: June 29, 2015

Redemption Date: November 19, 2020

Redemption Price: Par, plus accrued interest

<table>
<thead>
<tr>
<th>CUSIP Numbers</th>
<th>Bond Numbers</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>829458</td>
<td>6</td>
<td>$515,000</td>
<td>3.00%</td>
<td>June 1, 2021</td>
</tr>
<tr>
<td>829458</td>
<td>7</td>
<td>$530,000</td>
<td>3.00%</td>
<td>June 1, 2022</td>
</tr>
<tr>
<td>829458</td>
<td>8</td>
<td>$545,000</td>
<td>3.00%</td>
<td>June 1, 2023</td>
</tr>
<tr>
<td>829458</td>
<td>9</td>
<td>$560,000</td>
<td>3.00%</td>
<td>June 1, 2024</td>
</tr>
<tr>
<td>829458</td>
<td>10</td>
<td>$580,000</td>
<td>3.05%</td>
<td>June 1, 2025</td>
</tr>
</tbody>
</table>

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

The above Bonds should be presented to City Treasurer, City Hall, 405 - 6th Street, Sioux City, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

CITY TREASURER, Sioux City, Iowa

(End of Notice)
PASSED AND APPROVED this 19th day of October, 2020.

______________________________
Robert E. Scott, Mayor

ATTEST:

______________________________
Lisa L. McCardle, City Clerk
CERTIFICATE

STATE OF IOWA

COUNTY OF WOODBURY

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)

01776162-1\11114-215
Resolution authorizing and approving an Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services for the purposes of securing ground emergency medical transport (GEMT) funding for the period beginning July 1, 2021 and ending June 30, 2022.

RECOMMENDATION:
Staff respectfully requests Council to approve and authorize execution of an Intergovernmental Transfer of Public Funds Agreement between Sioux City Fire Rescue and the Iowa Department of Human Services for the purpose of participation in the GEMT Program which increases reimbursement by the Federal Government for qualifying Medicaid patients transported by ambulance.

DISCUSSION:
The Ground Emergency Medical Transportation (GEMT) Program is a supplemental reimbursement program that allows GEMT Providers to receive extra funds in addition to the normal Medicaid reimbursement for service. Additional federal funds deposited through the current billing process would be subject to a percentage being submitted back to the Iowa Department of Human Services monthly to use for increasing reimbursement to eligible EMS Providers. The percentage Sioux City would be required to submit to the State is projected to be 38-42% of the additional federal dollars received. The City is required to pay the projected percentage prior to being authorized to submit GEMT invoices for reimbursement. Enrollment in the GEMT Program will require submission of an Annual Cost Report to maintain eligibility in the Program.

FINANCIAL IMPACT:
Entering into an Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services would increase ambulance reimbursement significantly for Medicaid patients with no out-of-pocket expense for the City of Sioux City or the patient, however, the City must pay the projected State portion of the funds (38-42%) up front to maintain eligibility in the GEMT process.

RELATIONSHIP TO STRATEGIC PLAN:
Health and Safety Vision.
ALTERNATIVES
Reject the Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services to secure GEMT funding.

ATTACHMENTS:
Resolution
Intergovernmental Transfer of Public Funds Agreement
Approved State Amendment IA-19-002, Attachment 4.19-B
General Assembly 87 (2018 Regular GA) Chapter 1054
RESOLUTION NO. 2020 - ______________

with attachments

RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT WITH THE IOWA DEPARTMENT OF HUMAN SERVICES FOR THE PURPOSES OF SECURING GROUND EMERGENCY MEDICAL TRANSPORT (GEMT) FUNDING FOR THE PERIOD BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

WHEREAS, Ground Emergency Medical Transportation Providers are authorized by an Act adopted by the General Assembly 87: (2018 Regular GA) Chapter 1054 to enter into and carry out an Intergovernmental Transfer Agreement to transfer funds through Intergovernmental Transfer Agreements to the Iowa Department of Human Services for use as the non-federal share of Medicaid expenditures; and

WHEREAS, Sioux City Fire Rescue desires to enter into an Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services for the purposes of securing ground emergency medical transport (GEMT) funding; and

WHEREAS, there is attached hereto and by this reference made a part hereof, an Intergovernmental Transfer of Public Funds Agreement between Sioux City Fire Rescue and the Iowa Department of Human Services providing for an intergovernmental transfer of funds in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with ground emergency medical transportation services, which Intergovernmental Transfer of Public Funds Agreement should be authorized and approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the Intergovernmental Transfer of Public Funds Agreement between Sioux City Fire Rescue and the Iowa Department of Human Services for the purposes of securing ground emergency medical transport (GEMT) funding for the period beginning July 1, 2021 and ending June 30, 2022, as referred to in the preamble hereof, be and the same is hereby authorized and approved.

BE IT FURTHER RESOLVED that the Fire Chief be and he is hereby authorized and directed to execute said Intergovernmental Transfer of Public Funds Agreement for and on behalf of Sioux City Fire Rescue.

PASSED AND APPROVED:  October 19, 2020  Robert E. Scott, Mayor

ATTEST: __________________________
Lisa L. McCardle, City Clerk
INTERGOVERNMENTAL TRANSFER OF PUBLIC
FUNDS AGREEMENT BETWEEN
THE IOWA DEPARTMENT OF HUMAN SERVICES AND

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Human Services (IDHS) and the ground emergency medical transportation (GEMT) Provider. It provides for an intergovernmental transfer of funds to the IDHS from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter into and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the IDHS for use as the non-federal share of Medicaid expenditures.

AGREEMENT

1. **GEMT Program Compliance.** Attached hereto as Exhibit A is State Plan Amendment IA-19-002 (SPA), which address the GEMT Program. The GEMT Provider shall at all times comply with all requirements of the SPA.

2. **Compliance with Provider Agreement and GEMT Program Eligibility.** The GEMT Provider’s Iowa Medicaid Provider Agreement is incorporated herein by reference. The parties stipulate to the inclusion of any future amendments or replacement of any such provider agreements by this reference. The GEMT Provider hereby represents, warrants and covenants that is and at all relevant times will be an Eligible GEMT Provider as that term is defined in the SPA. If at any time the GEMT Provider’s status changes such that it is no longer an Eligible GEMT Provider, the GEMT Provider shall immediately notify the IDHS.

3. **Fund Transfer.** The GEMT Provider agrees to transfer funds to IDHS at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by IDHS for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider will transfer funds to IDHS equivalent to the non-federal share of the payments to be made upon notification by IDHS.

4. **Funds Certification.** The GEMT Provider shall certify that the funds transferred qualify for federal financial participation (FFP) pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

Updated July 30, 2020
5. **Record Retention and Access.** The parties agree that each shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements, including but not limited to those record retention requirements set forth in the SPA. The parties agree to make those records available to the parties and to any and all state or federal oversight authorities immediately upon request.

6. **Notices:** Any written notice required by this Agreement shall be sent to:

   **For:**

   **GEMT Provider**

   Printed Name: ______________________________________________________

   Title: ______________________________________________________________

   Address: _____________________________________________________________

   ________________________________________________________________

   E-mail address ______________________________________________________

   **For IDHS:**

   Printed Name: Iowa Medicaid Enterprise

   Title: Provider Cost Audit and Rate Setting Unit

   Address: 611 5th Avenue

   Des Moines, IA 50309

   ________________________________________________________________

   E-mail address: costaudit@dhs.state.ia.us

7. **Repayment Obligation:** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the GEMT Provider shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the GEMT Provider as well as any subcontractors of the GEMT Provider. To the extent that the GEMT Provider receives

Updated July 30, 2020
payments that exceed the permissible amount allowed pursuant to the SPA, the parties hereby deem the excess funds received by the GEMT Provider to be an “overpayment” subject to return to the IDHS within 60 days pursuant to Section 2.5 of the Provider Agreement.

8. **Assignment**: This Agreement is not assignable.

9. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the IDHS and the GEMT Provider.

10. **Amendment**: This Agreement may be modified at any time by the written agreement of both parties.

11. **Term & Termination**: This Agreement covers the period beginning on or after July 1, 2021 and ending June 30, 2022. This Agreement may be canceled by either party after giving thirty (30) days prior notice in writing to the other party. All obligations of the parties incurred or existing under this Agreement as of the date of expiration or termination survive the expiration or termination of the Agreement.

12. **Execution**: In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

---

**GEMT Provider**

**Signature**

**Date**

**Printed Name**

**Title**

**IOWA DEPARTMENT OF HUMAN SERVICES**

**Director**

**Date**

Updated July 30, 2020
Attachment A – Approved State Plan Amendment IA-19-002
Methods and Standards for Establishing Payment Rates for Other Types of Care

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

This program provides supplemental payments for eligible Ground Emergency Medical Transportation (GEMT) providers that meet specified requirements and provide GEMT services to Iowa Medicaid members.

Supplemental payments provided by this program are available only for the uncompensated and allowable direct and indirect costs incurred by eligible GEMT providers while providing GEMT services to Iowa Medicaid members. The supplemental payment covers the gap between the eligible GEMT provider’s total allowable costs for providing GEMT services as reported on the GEMT services cost report and the amount of the base payment, mileage, and all other sources of reimbursement.

The supplemental payment amounts shall be calculated annually on a prospective basis after the conclusion of each state fiscal year (SFY). Payments shall not be paid as individual increases to current reimbursement rates as described in other parts of this state plan for GEMT services.

This supplemental payment applies only to Iowa Medicaid services rendered to Iowa Medicaid members by eligible GEMT providers on or after July 1, 2019.

A. Definitions

1. “Department” means the Iowa Department of Human Services.

2. “Direct Costs” means all costs that can be identified specifically with particular final cost objectives in order to meet all medical transportation mandates.

3. “Shared Direct Costs” are direct costs that can be allocated to two or more departmental functions or cost objectives on the basis of shared benefits.

4. “Indirect Costs” means costs for a common or joint purpose benefitting more than one cost objective that are allocated to each benefiting objective using an agency approved indirect rate or an allocation methodology. Indirect costs rate or allocation methodology must comply with 2 C.F.R. Part 200 and CMS non-institutional reimbursement policy.

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<th>State Plan TN #</th>
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<td>NEW</td>
<td>Approved</td>
<td>July 12, 2019</td>
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</table>
Supplemental payment for publicly owned or operated ground emergency medical transportation providers

5. “Eligible GEMT Provider” means a provider who is eligible to receive supplemental reimbursement because it meets all of the following requirements continuously during the claiming period:

   a. Provides Ground Emergency Medical Transportation services to Iowa Medicaid members.

   b. It is a provider that is enrolled as an Iowa Medicaid provider for the period being claimed.

   c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, fire protection district, community services district, health care district, federally recognized Indian tribe or any unit of government as defined in 42 C.F.R. Sec. 433.50.

6. “Dry Run” means a run that does not result in either a transport or a delivery on-site of Medicaid covered services.

7. “GEMT Transport” means GEMT services provided by eligible GEMT providers to individuals and does not, include dry runs as defined in Paragraph, A.6.

8. “GEMT Services” means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advance, and basic life support services provided to an individual by GEMT providers before or during the act of transportation.

   a. “Advanced Life Support” means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration with drugs and other medicinal preparations, and other specified techniques and procedures.
Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. “Limited-Advanced Life Support” means special services to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support services.

c. “Basic Life Support” means emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques.

9. “Service Period” means the period from July 1 through June 30 of each SFY.

10. “Shift” means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

B. Supplemental Reimbursement Methodology – General Provisions

1. Computation of allowable costs and their allocation methodology must be determined in accordance with Medicaid cost principles at 2 C.F.R. Part 200, which establish principles and standards for determining allowable costs and the methodology for allocating and apportioning those expenses to the Iowa Medicaid program, except as expressly modified below.

2. Iowa Medicaid base payments to the GEMT providers for providing GEMT services are derived from the Ambulance provider fee schedule established for reimbursements payable by the Iowa Medicaid program by procedure code. The base payments for these eligible GEMT providers are fee-for-service (FFS) payments. The primary source of paid claims data and other Iowa Medicaid reimbursements is the Iowa Medicaid Management Information System (IA-MMIS). The number of paid Iowa Medicaid FFS GEMT transports is derived from and supported by the IA-MMIS reports for services during the applicable service period.
Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The total uncompensated care costs of each eligible GEMT provider available to be reimbursed under this supplemental payment program will equal the shortfall resulting from the allowable costs determined using the Cost Determination Protocols (Section C.) for each eligible GEMT provider rendering GEMT services to Iowa Medicaid members net of the amounts received and payable from the Iowa Medicaid program and all other sources of reimbursement for GEMT services provided to Iowa Medicaid members. If the eligible GEMT providers do not have any uncompensated care costs, then the provider will not receive supplemental reimbursement under this supplemental payment program.

4. The Iowa Medicaid supplemental payment under this segment are the uncompensated care costs for GEMT services provided by eligible GEMT providers to Iowa Medicaid members as determined by the Prospective Supplemental Payment Amount (Section D.).

C. Cost Determination Protocols

1. An eligible GEMT provider’s specific allowable cost per-GEMT transport rate will be calculated based on the provider’s audited financial data reported on the GEMT services cost report. The per-GEMT transport cost rate will be the sum of actual allowable direct, shared direct, and indirect costs of providing GEMT services (excluding cost associated with dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred) divided by the actual number of GEMT transports (including dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred) provided for the applicable service period.

   a. Direct costs for providing GEMT services include only the unallocated payroll costs for the shifts in which personnel dedicate 100 percent of their time to providing GEMT services, medical equipment and supplies, and other costs directly related to the delivery of covered services, such as first-line supervision, materials and supplies, professional and contracted services, capital outlay, travel, and training. These costs must be in compliance with Medicaid non-institutional reimbursement policies and are directly attributable to the provision of the GEMT services.
Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. Shared direct costs for GEMT services must be allocated for personnel, capital outlay and other costs; such as medical supplies, professional and contracted services, training and travel. The personnel costs will be allocated based on a percentage of total hours logged performing GEMT services activities versus other service activities. The capital and other shared direct costs will be allocated based on the percentage of total call volume.

c. Indirect costs are determined by applying the cognizant agency specific approved indirect cost rate to its total direct costs (Paragraph C.1.a) or derived from provider’s approved cost allocation plan. Eligible GEMT providers that do not have a cognizant agency approved indirect cost rate or approved cost allocation plan, the costs and related basis used to determine the allocated indirect costs must be in compliance with Medicaid cost principles specified at 2 C.F.R. Part 200.

d. The GEMT provider specific per-GEMT transport cost rate is calculated by dividing the total net GEMT services allowable costs (Paragraph C.1.a, C.1.b, and C.1.c) of the specific provider by the total number of GEMT transports provided by the provider for the applicable service period.

D. Prospective Supplemental Payment Amount

1. The Department will calculate annual prospective supplemental payment amounts for eligible GEMT provider on a per-GEMT transport basis. The per-GEMT transport prospective supplemental payment amount for each provider is based on the provider’s completed annual cost report in the format prescribed by the Department for the applicable cost reporting year. The Department will make adjustments to the as-filed cost report based on the results of the most recently retrieved IA-MMIS report.

2. Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols (Section C.) and must submit the completed annual as-filed cost report, to the Department five (5) months after the close of the service period.
Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The prospective supplemental payment amount is calculated by subtracting from Iowa Medicaid’s portion of the total GEMT allowable costs (Paragraph C.1) from the as-filed cost report adjusted by the Department (Paragraph D.1), the total Iowa Medicaid base payments (Paragraph B.2) and other payments, such as Iowa Medicaid co-payments, received by the providers for providing GEMT services to Iowa Medicaid members. The result of this calculation is the uncompensated care costs for GEMT services provided to Iowa Medicaid members.

4. The result in Paragraph D.3 is divided by the Iowa Medicaid GEMT transports (including dry runs as defined in Paragraph A.6) from the as-filed cost report adjusted by the Department to calculate the per-GEMT services prospective supplemental payment amount. This amount will be paid prospectively, in addition to the Iowa Medicaid base payments (Paragraph B.2) on a claim by claim basis.

5. The prospective supplemental payment amount will be updated the following July 1, and every year thereafter, following submission and review of the cost report. Specifically, the prior year’s uncompensated care amount per Medicaid transport will be paid as an adjustment to the following year’s base rate.

E. Eligible GEMT Provider Reporting Requirements

Eligible GEMT providers shall:

1. Submit the GEMT services cost report no later than five (5) months after the close of the CY, unless a provider has made a written request for an extension and such request is granted by the Department.

2. Provide supporting documentation to serve as evidence supporting information on the submitted cost report and the cost determination as specified by the Department.

3. Keep, maintain, and have readily retrievable, such records as specified by the Department to fully disclose reimbursement amounts to which the eligible government entity is entitled, and any other records required by CMS.
Supplemental payment for publicly owned or operated ground emergency medical transportation providers

4. Comply with the allowable cost requirements provided in 2 C.F.R. Part 200, and Medicaid non-institutional reimbursement policy.

F. Department Responsibilities

1. The Department will submit to CMS claims for GEMT services that are allowable and in compliance with federal laws and regulations and Medicaid non-institutional reimbursement policy.

2. The Department will, on an annual basis, submit any necessary materials to the federal government to provide assurances that claims will include only those expenditures that are allowable under federal law.

3. The Department may conduct on-site audits as necessary and will complete the audit within two years of the postmark date of the accepted cost report.
March 29, 2018

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol Building
LOCAL

Dear Mr. Secretary:

I hereby transmit:

House File 2285, an Act relating to supplemental reimbursement for eligible ground emergency medical transportation providers through the Medicaid program, and including effective date provisions.

The above House File is hereby approved this date.

Sincerely,

[Signature]
Kim Reynolds
Governor

cc: Secretary of the Senate
    Clerk of the House
AN ACT

RELATING TO SUPPLEMENTAL REIMBURSEMENT FOR ELIGIBLE GROUND EMERGENCY MEDICAL TRANSPORTATION PROVIDERS THROUGH THE MEDICAID PROGRAM, AND INCLUDING EFFECTIVE DATE PROVISIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. SUPPLEMENTAL REIMBURSEMENT FOR GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES PROVIDED TO MEDICAID BENEFICIARIES.

1. The department of human services shall submit a Medicaid state plan amendment to the centers for Medicare and Medicaid services of the United States department of health and human services to request authorization to establish and administer a methodology to provide supplemental reimbursement to eligible ground emergency medical transportation providers that provide ground emergency medical transportation services to Medicaid beneficiaries. For the purposes of this section, "eligible ground emergency medical transportation provider" means a provider who provides ground emergency medical transportation services to Medicaid beneficiaries and is enrolled as a Medicaid provider during the period being claimed.

2. The emergency medical transportation intergovernmental transfer obligation established under this section is contingent upon the continuation of the federal Medicaid funding methodology in effect on the effective date of this Act. If the federal methodology is changed after the effective date of this Act in a manner that negatively impacts the
intergovernmental transfer obligation, as determined by the department, the department shall no longer be obligated to continue the intergovernmental transfer.

Sec. 2. EFFECTIVE DATE. This Act, being deemed of immediate importance, takes effect upon enactment.

LINDA UPMEYER  
Speaker of the House

CHARLES SCHNEIDER  
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 2285, Eighty-seventh General Assembly.

CARMINE BOAL  
Chief Clerk of the House

KIM REYNOLDS  
Governor

Approved March 29th, 2018
Regular Session

Study Session

Closed Session

CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020 ACTION ITEM # 6B

FROM: Brad Puetz, Water Plant Superintendent
Spero Vlahoulis, Purchasing Manager

SUBJECT: Resolution approving Renewal Option No. 1 with Hawkins, Inc. of Sioux Falls, South Dakota for an additional one (1) year period in connection with the purchase of phosphate F-35 solution commencing October 28, 2020 and ending October 27, 2021 (RFB #259113).

RECOMMENDATION:
Staff respectfully requests the City Council approve Renewal Option No. 1 with Hawkins, Inc. of Sioux Falls, South Dakota for an additional one (1) year period in connection with the purchase of phosphate F-35 solution commencing October 28, 2020 and ending October 27, 2021 (RFB #259113).

DISCUSSION:
City staff entered into a Purchase Order Agreement with Hawkins, Inc. of Sioux Falls, South Dakota to purchase phosphate F-35 in the amount of $.51 per pound from October 28, 2019 to October 27, 2020 as approved by Resolution No. 2019-0876. The request for bid allowed for the pricing to be extended for two (2) additional one (1) year periods provided that prices remain the same and both parties agreed to extend. Both parties would like to extend the agreement. This represents the first year the pricing agreement may be extended.

FINANCIAL IMPACT:
Account #510-2101-452.30-12 Water Fund Utilities, Environmental Preservation, Chemicals.

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

ALTERNATIVES:
Reject the extension.

ATTACHMENTS:
Resolution
Renewal Option No. 1
RESOLUTION NO. 2020 - __________
with attachments

RESOLUTION APPROVING RENEWAL OPTION NO. 1 WITH HAWKINS, INC. OF SIOUX FALLS, SOUTH DAKOTA FOR AN ADDITIONAL ONE (1) YEAR PERIOD IN CONNECTION WITH THE PURCHASE OF PHOSPHATE F-35 SOLUTION COMMENCING OCTOBER 28, 2020 AND ENDING OCTOBER 27, 2021 (RFB #259113).

WHEREAS, on October 28, 2019, pursuant to Resolution No. 2019-0876, the City Council awarded a purchase order to Hawkins, Inc. of Sioux Falls, South Dakota for the purchase of phosphate F-35 (RFB #259113); and

WHEREAS, the Request for Proposals allowed for the contract to be extended for two (2) additional one (1) year periods provided that prices remained the same and both parties agreed to extend; and

WHEREAS, there is attached hereto and by this reference made a part hereof, Renewal Option No. 1 with Hawkins, Inc. extending the contract for an additional one (1) year period, which Renewal Option No. 1 should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that Renewal Option No. 1 with Hawkins, Inc. of Sioux Falls, South Dakota for an additional one (1) year period in connection with the purchase of phosphate F-35 solution be and the same is hereby approved commencing October 28, 2020 and ending October 27, 2021.

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

PASSED AND APPROVED: October 19, 2020

__________________________________________
Robert E. Scott, Mayor

ATTEST: _________________________________
Lisa L. McCordle, City Clerk
RENEWAL OPTION NO. 1 IN CONNECTION WITH THE PURCHASE OF PHOSPHATE-F-35 UNTIL OCTOBER 27, 2021 (RFQ #259113)

On October 26, 2019, pursuant to Resolution No. 2019-0678, the City Council awarded a purchase order to Hawkins, Inc. of Sioux Falls, South Dakota in the amount of $51 per pound for the purchase of phosphate F-35 until October 27, 2020 (RFQ #259113).

Both sides have agreed to extend the purchase order for an additional one (1) year commencing October 28, 2020 and ending October 27, 2021 in an amount not to exceed $51 per pound for the purchase of phosphate F-35.

All other terms and conditions of the purchase order shall remain the same.

City of Sioux City, Iowa

By: ____________________________
    Robert K. Padmore, City Manager

Hawkins, Inc.

By: ____________________________
    [Print Name]
    [Print Title]

Date: ______________

Date: 09-30-2020
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020
ACTION ITEM #: 6C

FROM: Chris Myres, Economic Development Specialist

SUBJECT: Resolution authorizing and approving a Second Amendment to the Development Agreement and a Substituted Promissory Note with LAMB Arts, LTD (Property located at 625 Douglas Street)

RECOMMENDATION:
Staff respectfully requests Council approval of the above resolution.

DISCUSSION:
Background
On October 23, 2017 the City Council approved a Development Agreement, Promissory Note, and Mortgage with LAMB Arts, LTD (“LAMB Arts”) to assist with the acquisition of the landmark Auditorium building located at 625 Douglas Street in downtown. LAMB Arts intends to renovate the historic building for use as a Center for The Performing Arts. As part of the Development Agreement the City agreed to provide a $350,000 economic development loan to LAMB Arts to purchase 625 Douglas Street. LAMB Arts agreed to purchase the building, repay the City’s loan within one year and to initiate a fundraising campaign to complete the building renovations. Under the terms of the agreement, should LAMB Arts be unable to repay the loan, the property will revert to the City.

In October 2018, Council approved a two-year extension of the loan repayment. During this time, LAMB Arts has raised nearly half of their fundraising goal, which is a considerable amount considering a project of this size. The group has also made substantial progress toward securing various tax credits including Iowa and Federal Historic Tax Credits, Iowa Brownfield funding, and various sources of tourism-related funding. However, in recognition of the challenges inherent an effort of this type and the additional hurdles created by the current COVID-19 situation, LAMB Arts has requested an additional two-year extension to finalize private fundraising and complete the lengthy processes associated with state and federal tax credits.

A letter from LAMB Arts with an update of the project is attached. LAMB Arts has requested the two-year extension be approved.

Project Highlights
Plans for the redeveloped building include multiple performance and educational spaces. The
facility will feature a fully equipped state-of-the-art 200+ seat theatre on the main floor, as well as a 50-seat Cabaret style bar. An open-air stairway will lead to upper-floor classrooms and a 120-seat Studio Theatre. A two-story atrium with large space will accommodate community rentals, meetings and gatherings prior to theatre events.

FINANCIAL IMPACT:
The economic development loan in the amount of $350,000 to purchase the building at 625 Douglas Street will be repaid to the City or the property will revert to the City.

RELATIONSHIP TO STRATEGIC PLAN:
This project supports the Strategic Focus Areas of Growing Sioux City, including expanding development opportunities, promoting and engaging historic preservation, and leveraging assets to develop critical mass downtown; as well Promoting Sioux City, including cultural development initiatives, enhancing local arts-related development, and creating a destination for visitors.

ALTERNATIVES:
None recommended

ATTACHMENTS:
Resolution
Second Amendment to Development Agreement
Substituted Promissory Note
LAMB Theatre Project Update Letter
RESOLUTION NO. 2020 - __________
with attachments

RESOLUTION AUTHORIZING AND APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT AND A SUBSTITUTED PROMISSORY NOTE WITH LAMB ARTS, LTD (PROPERTY LOCATED AT 625 DOUGLAS STREET)

WHEREAS, on October 23, 2017, pursuant to Resolution No. 2017-0967, the City Council approved a Development Agreement with LAMB Arts, LTD to assist with the acquisition of the landmark Auditorium building located at 625 Douglas Street, which Development Agreement was recorded at the Woodbury County, Iowa Auditor and Recorder’s office on December 5, 2017 at Roll 756, Images 2102-2133; and

WHEREAS, on November 5, 2018, pursuant to Resolution No. 2018-0878, the City Council approved a Substituted Promissory Note and a First Amendment to the Development Agreement with Lamb Arts, LTD providing an extension of time for repayment of the loan, which First Amendment to Development Agreement was recorded at the Woodbury County, Iowa Auditor and Recorder’s office on November 8, 2018 at Roll 761, Images 8960-8964; and

WHEREAS, as part of the Development Agreement as amended, the City agreed to provide a $350,000 economic development loan to LAMB Arts, LTD to purchase the building and to initiate a fundraising campaign to repay the City no later than October 22, 2020; and

WHEREAS, LAMB Arts, LTD has raised a substantial portion of project costs and has requested an additional extension of time to complete fundraising efforts and apply for federal and state historic tax credits and various other grants and tax credit sources; and

WHEREAS, the parties have consented to amend certain terms and conditions of the Development Agreement as amended with a Second Amendment to the Development Agreement, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY IOWA, that the Second Amendment to the Development Agreement and the Substituted Promissory Note by and between the City of Sioux City and LAMB Arts, LTD, allowing an extension of time to repay the $350,000 economic development loan, as referred to be in the preamble hereof, be and the same is hereby approved as to form and content.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized and directed to execute said Second Amendment to the Development Agreement and a Substituted Promissory Note for and on behalf of the City of Sioux City.

PASSED AND APPROVED: __October 19, 2020______

Robert E. Scott, Mayor

ATTEST:

Lisa L. McCordle, City Clerk
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
(LAMB ARTS, LTD)

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT made on this __________ day of ______________ 2020, by and between the City of Sioux City, Iowa, an Iowa municipal corporation, (hereinafter referred to as "City") and LAMB Arts, LTD (hereinafter referred to as "Developer").

RECITALS

WHEREAS, on October 23, 2017, the City and the Developer entered into a Development Agreement for the development of property located at 625 Douglas St., Sioux City, Iowa 51101 which Development Agreement was recorded on December 5, 2017 at Roll 756, Images 2102-2133 in the Woodbury County, Iowa Auditor and Recorder's Office and was amended by a First Amended to Development Agreement executed on November 5, 2018 and recorded on November 8, 2018 at Roll 761, Images 8960-8964 in the Woodbury County, Iowa Auditor and Recorder's Office; and

WHEREAS, the parties have consented to amend certain terms and conditions of the Development Agreement; and

WHEREAS, both parties wish to approve such amendment to said Development Agreement and all necessary exhibits thereto.

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

1. ARTICLE V. ECONOMIC DEVELOPMENT Section 5.1 Economic Development Loan subparagraph (b) is amended to read as follows:

   The Developer agrees to repay the City the $350,000 within five (5) years of the executed agreement. Said payment shall be made to the City in one lump sum no later than October 22, 2022.

2. Exhibit E, SECOND SUBSTITUTED PROMISSORY NOTE, the Parties intend to substitute the attached Exhibit E, SECOND SUBSTITUTED PROMISSORY NOTE, for Exhibit D, SUBSTITUTED PROMISSORY NOTE of the Development Agreement.

3. In all other respects, the Development Agreement by and between the City of Sioux City, Iowa and LAMB Arts, LTD shall remain in full force and effect.

(Remainder of the page left intentionally blank)
CITY OF SIOUX CITY, IOWA

By: ______________________________________
    Robert E. Scott, Mayor

Attest: _____________________________________
    Lisa L. McCordle, City Clerk

STATE OF IOWA   )
COUNTY OF WOODBURY )

BE IT REMEMBERED, on this _____ day of ________________, 2020, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared Robert E. Scott and Lisa L. McCardle, to me personally known, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed hereto is the seal of the City of Sioux City, Iowa; that the said instrument was signed and sealed on behalf of said City of Sioux City, Iowa, and that the said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City of Sioux City, Iowa, by it and by them voluntarily executed.

__________________________________________
NOTARY PUBLIC in and for said COUNTY and STATE
STATE OF IOWA

COUNTY OF WOODBURY

On this 13th day of October, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Diana Guhin Wooley, to me personally known, who, being by me duly sworn, did say that she is the Chief Executive Officer of LAMB Arts, LTD., and that said instrument was signed on behalf of said nonprofit corporation; and that the said Chief Executive Officer as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

GABBY MENARD
Commission Number 8806875
My Comm. Expires 10/09/2023

NOTARY PUBLIC in and for said COUNTY and STATE
Exhibit “E”

CITY OF SIOUX CITY, IOWA
SECOND SUBSTITUTED PROMISSORY NOTE
LAMB ARTS, LTD

Amount: $350,000.00

For value received, the undersigned LAMB Arts, LTD., an Iowa nonprofit corporation, (hereafter called “Borrower”) promise to pay to the order of the City of Sioux City, Iowa (hereafter called the “Payee”), at its principal offices at City Hall, 405 6th Street, P.O. Box 447, Sioux City, Iowa 51102, or upon notice to the Borrowers, at such other place as may be designated from time to time by the holder, the principal sum of Three Hundred Fifty Thousand Dollars ($350,000.00), together with interest at a rate of four percent (4%) per annum for the purchase of property located at 625 Douglas St., Sioux City, Iowa 51101 to be paid as follows:

A $350,000.00 loan.

The interest of four percent (4%) per annum will be forgiven upon the Borrower completing all of the terms of the Development Agreement executed between the City of Sioux City and LAMB Arts, LTD on October 23, 2017 and all amendments thereto. On October 22, 2022, the entire amount shall be due and payable.

1. Payments. All payments under the Note shall be applied in this order: (1) to interest, and (2) to principal.

2. Substitution: This Substituted Promissory Note is executed between the parties to amend and replace the Substituted Promissory Note previously executed by the Parties on November 5, 2018, which amended and replaced the original Promissory Note executed by the Parties on October 23, 2017.

3. Loan Agreement: Acceleration Upon Default. This Note is issued by Borrowers to evidence an obligation to repay a loan according to the terms of the Development Agreement dated October 23, 2017 between the Payee and Borrower, as may be amended, and, at the election of the holder without notice to the Borrower, shall become immediately due and payable in the event any payment is not made when due or upon the occurrence of any default under the terms of the Loan and Servicing Agreement or any obligations of the Borrower as set forth in this Promissory Note.

4. Waiver. No delay or omission on the part of the holder in exercising any right under this Note shall operate as a waiver of that right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy on any future occasion.
5. **Waiver of Protest.** Each Borrower, surety, endorser and guarantor of this Note, expressly waives presentment, protest, demand, notice of dishonor or default, and notice of any kind with respect to this Note.

6. **Costs of Collection.** The Borrower will pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys’ fees incurred or paid by the holder in collecting and/or enforcing this Note on default.

7. **Relocation.** Relocation of Borrower outside of the municipal boundaries of the City of Sioux City, Iowa, will constitute default of this Note.

8. **Meaning of Terms.** As used in the Note, “holder” shall mean the Payee or other endorsee of this Note, who is in possession of it, or the bearer hereof, if this Note is at the time payable to the bearer. The word “Borrower” shall mean each of the undersigned. If this Note is signed by more than one person, it shall be the joint and several liabilities of such persons.

9. **Miscellaneous.** The captions of paragraphs in this Promissory Note are for the convenience of reference only, shall not define or limit the provisions hereof and shall not have any legal or other significance whatsoever.

**LAMB ARTS, LTD.**

By: ________________

Dianna Guhin Wooley, CEO

**CORPORATE CERTIFICATE OF ACKNOWLEDGMENT**

**STATE OF IOWA**

) ss

**COUNTY OF WOODBURY**

) ss

On this ______ day of ______________________, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared Diana Guhin Wooley, to me personally known, who being by me duly sworn did state that she is the CEO of said nonprofit corporation, that said nonprofit corporation has no corporate seal and that said instrument was signed on behalf of said nonprofit corporation by authority of its board of directors, and that the said CEO acknowledged the execution of said instrument to be the voluntary act and deed of said nonprofit corporation by each of them voluntarily executed.

Notary Public in and for said County and State
CITY OF SIOUX CITY, IOWA
SECOND SUBSTITUTED PROMISSORY NOTE
LAMB ARTS, LTD

Amount: $350,000.00 Date: ______________, 2020

For value received, the undersigned LAMB Arts, LTD., an Iowa nonprofit corporation, (hereafter called "Borrower") promise to pay to the order of the City of Sioux City, Iowa (hereafter called the "Payee"), at its principal offices at City Hall, 405 6th Street, P.O. Box 447, Sioux City, Iowa 51102, or upon notice to the Borrowers, at such other place as may be designated from time to time by the holder, the principal sum of Three Hundred Fifty Thousand Dollars ($350,000.00), together with interest at a rate of four percent (4%) per annum for the purchase of property located at 625 Douglas St., Sioux City, Iowa 51101 to be paid as follows:

A $350,000.00 loan.

The interest of four percent (4%) per annum will be forgiven upon the Borrower completing all of the terms of the Development Agreement executed between the City of Sioux City and LAMB Arts, LTD on October 23, 2017 and all amendments thereto. On October 22, 2022, the entire amount shall be due and payable.

1. Payments. All payments under the Note shall be applied in this order: (1) to interest, and (2) to principal.

2. Substitution: This Substituted Promissory Note is executed between the parties to amend and replace the Substituted Promissory Note previously executed by the Parties on November 5, 2018, which amended and replaced the original Promissory Note executed by the Parties on October 23, 2017.

3. Loan Agreement; Acceleration Upon Default. This Note is issued by Borrowers to evidence an obligation to repay a loan according to the terms of the Development Agreement dated October 23, 2017 between the Payee and Borrower, as may be amended, and, at the election of the holder without notice to the Borrower, shall become immediately due and payable in the event any payment is not made when due or upon the occurrence of any default under the terms of the Loan and Servicing Agreement or any obligations of the Borrower as set forth in this Promissory Note.

4. Waiver. No delay or omission on the part of the holder in exercising any right under this Note shall operate as a waiver of that right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy on any future occasion.

5. Waiver of Protest. Each Borrower, surety, endorser and guarantor of this Note, expressly waives presentment, protest, demand, notice of dishonor or default, and notice of any kind with respect to this Note.
6. Costs of Collection. The Borrower will pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys' fees incurred or paid by the holder in collecting and/or enforcing this Note on default.

7. Relocation. Relocation of Borrower outside of the municipal boundaries of the City of Sioux City, Iowa, will constitute default of this Note.

8. Meaning of Terms. As used in the Note, "holder" shall mean the Payee or other endorsee of this Note, who is in possession of it, or the bearer hereof, if this Note is at the time payable to the bearer. The word "Borrower" shall mean each of the undersigned. If this Note is signed by more than one person, it shall be the joint and several liabilities of such persons.

9. Miscellaneous. The captions of paragraphs in this Promissory Note are for the convenience of reference only, shall not define or limit the provisions hereof and shall not have any legal or other significance whatsoever.

LAMB ARTS, LTD.

By: ____________________________
    Dianna Guhin Wooley, CEO

CORPORATE CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF WOODBURY

On this 13 day of October, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared Diana Guhin Wooley, to me personally known, who being by me duly sworn did state that she is the CEO of said nonprofit corporation, that said nonprofit corporation has no corporate seal and that said instrument was signed on behalf of said nonprofit corporation by authority of its board of directors, and that the said CEO acknowledged the execution of said instrument to be the voluntary act and deed of said nonprofit corporation by each of them voluntarily executed.

Gabby Menard
Notary Public in and for said County and State
October 12, 2020

Dear Mayor Bob Scott and the Sioux City City Council

Our excitement is still high on successfully completing the 625 Douglas project although with the recent pandemic, we are approximately six months behind our original schedule. Here is an update on the progress of the project:

**Source & Use**

**Use of Funds**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of Land &amp; Building</td>
<td>350,000</td>
</tr>
<tr>
<td>Construction Costs</td>
<td>11,540,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>1,154,000</td>
</tr>
<tr>
<td>Furniture/Fixtures</td>
<td>335,596</td>
</tr>
<tr>
<td>Financing &amp; Soft Costs</td>
<td>1,800,000</td>
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<tr>
<td>Endowment</td>
<td>1,500,000</td>
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<tr>
<td>Developer Fee</td>
<td>775,000</td>
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</table>

**Total Use of Funds**: 17,454,596

**Source of Funds**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Capital Already Raised</td>
<td>1,040,750</td>
</tr>
<tr>
<td>Brownfield Tax Credit</td>
<td>800,000</td>
</tr>
<tr>
<td>State Historic Tax Credits</td>
<td>3,300,000</td>
</tr>
<tr>
<td>Gilchrist #3: working on</td>
<td>500,000</td>
</tr>
<tr>
<td>Margaret Ann Martin Everist Hall</td>
<td>75,000</td>
</tr>
<tr>
<td>Donor to be announced</td>
<td>500,000</td>
</tr>
<tr>
<td>Funds still needed</td>
<td>11,238,846</td>
</tr>
</tbody>
</table>

**Total Source of Funds**: 17,454,596

**Possible Schedule**:

If 75% fund raised by Summer 2021: 75% = 13,090,947
- Fundraising Efforts Ongoing
- Grant writing Ongoing
- State of Iowa Approved Part 2 Process with State by Summer of 2021
- Architectural Plans Complete late Fall of 2021
- Klinger to Bid out and Begin Construction to begin Construction in early 2022
- Opening Spring of 2023

If we can raise $6,875,197 BEFORE this Summer 2021, the above timetable will be accelerated.

Thank you so very much for your ongoing support of the 625 Douglas Project.

Diana Guhin Wooley
Executive Director
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020 ACTION ITEM # 6D

FROM: Matt Salvatore, Parks and Recreation Director

SUBJECT: Resolution approving Amendment No. 2 to the Standard Consultant Contract with HR Green, Inc. of Sioux Falls, South Dakota for additional engineering services in connection with the Riverfront Trail Connection Project (IDOT Project No. TAP-U-7057(686)—81-97) in an amount not to exceed $21,413.00.

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

RECOMMENDATION:
Staff respectfully requests Council approve Amendment No. 2 to the Standard Consultant Contract with HR Green, Inc. of Sioux Falls, South Dakota for additional engineering services for the Riverfront Trail Connection Project (IDOT Project No. TAP-U-7057(676) – 81-97 in an amount not to exceed $21,413.00.

DISCUSSION:
A contract was awarded to HR Green, Inc. of Sioux Falls, Sioux Dakota on August 22, 2016 under Resolution No. 2016-0742 in a contract amount of $492,387.00. The agreement was for engineering consultant services in connection with the Riverfront Trail Connection Project linking the existing Lewis and Clark Trails along the Missouri River from just south of the railroad bridge; under the east side of the Bacon Creek Channel Bridge and Pedestrian Bridge; over the Bacon Creek Channel to Lafayette Street; the Pedestrian Bridge over the Floyd Channel; and under the west side of the Floyd Channel Bridge to the existing trail at Chris Larsen Park.

Amendment No. 1 was approved on September 10, 2018 pursuant to Resolution No. 2018-0727 in the amount of $58,149.00 for trail realignment on S. Lafayette, additional survey along the Floyd River, bid package preparation for a pedestrian bridge truss span.

Amendment No. 2 is being requested in the amount of $21,413.00 for additional inspection services, structural analysis, technical memo preparation, special provision preparation, shop drawing review, and coordination related to the truss sections that were damaged during the outdoor storage at the City’s maintenance yard.

New Contract Amount: $571,949.00

This project is being developed to enhance Sioux City’s recreational trail system by improving connectivity throughout the community. The Riverfront Trail Connection will close the loop between the Lewis and Clark Trail and the Chautauqua Park Trail.
FINANCIAL IMPACT:
The project will be funded with a combination of funding sources including Transportation Alternatives Program (TAP) Project funding of $1,274,945, Missouri River Historical Development (MRHD) funding of $1,000,000 and General Obligation Bonds under CIP #459-044 "I-29 Trail Replacement" with a project budget of $3,225,917.00.

RELATIONSHIP TO STRATEGIC PLAN:
Municipal Responsibility - Infrastructure
Explore Destination Sioux City

ALTERNATIVES:
The City Council may deny the approval of Amendment No. 2 however staff does not recommend denial since the additional engineering services ensures the safety of the structures.

ATTACHMENTS:
Resolution
Amendment No. 2
RESOLUTION NO. 2020 - _____________
with attachments

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE STANDARD CONSULTANT CONTRACT WITH HR GREEN, INC. OF SIOUX FALLS, SOUTH DAKOTA FOR ADDITIONAL ENGINEERING SERVICES IN CONNECTION WITH THE RIVERFRONT TRAIL CONNECTION PROJECT (IDOT PROJECT NO. TAP-U-7057(686)—81-97) IN AN AMOUNT NOT TO EXCEED $21,413.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that Amendment No. 2, a copy of which is attached hereto and by this reference made a part hereof, to the Standard Consultant Contract with HR Green, Inc. of Sioux Falls, South Dakota for additional engineering services in connection with the Riverfront Trail Connection Project (IDOT Project No. TAP-U-7057(686)—81-97) be and the same is hereby approved in an amount not to exceed $21,413.00.

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

PASSED AND APPROVED: October 19, 2020 ________________________________

Robert E. Scott, Mayor

ATTEST: ________________________________

Lisa L. McCardle, City Clerk
THIS AMENDMENT, made this ______ day of ________, 2020 by and between, City of Sioux City the CLIENT, and HR GREEN, INC. (hereafter “COMPANY”), for professional services concerning:

I-29 Riverfront Trail Connection

hereby amends the original Professional Services Agreement dated September 8, 2016 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Additional Design and Inspection Services necessary due to trusses damaged during outdoor storage due to freeze/ thaw cycles experienced by water trapped in the low chords.

IDOT Project No. TAP-U-7057(686)--81-97
Contract # 469-044
COMPANY Project Number: 50150024.01

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

1.2.1 Amount of the Owner’s budget for the Consultant’s compensation is:

Original contract: Four Hundred Ninety-Two thousand, Three Hundred Eighty-Seven dollars ($492,387.00).

Amendment 1: Fifty-Eight Thousand, One Hundred Forty-Nine Dollars ($58,149.00). See Attachment H.1 for Participating amount of $39,582.00 and H.2 for Non-Participating amount of $18,567.00).

Amendment 2: Twenty-One Thousand, Four Hundred Thirteen Dollars ($21,413.00). Non-Participating

The maximum amount payable after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Five Hundred Seventy-One Thousand, Nine Hundred Forty-Nine Dollars ($571,949.00).

1.2.2 Amount of the Consultant's budget for the subconsultants' compensation is:

Original contract: Sixty-three Thousand One Hundred Fifty Dollars ($63,150.00)
Amendment 1: Nine Thousand Five Hundred Dollars ($9,500.00).
Amendment 2: Zero Dollars ($0.00).

1.3.2 The Consultant’s Designated Representative is:

Project Manager: Ben White, PE, LS
HR Green, Inc.

Deputy Project Manager: Matt Brue, P.E.
HR Green, Inc.

(Rev. 3-3-2011)
1.3.3 The subconsultants retained at the Consultant's expense are identified in the following table:

<table>
<thead>
<tr>
<th>Subconsultant</th>
<th>Original Amount</th>
<th>Amendment 2 Amount</th>
<th>Maximum Amount Payable</th>
<th>Method of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midwest Land Surveying, Inc.</td>
<td>$ 35,500</td>
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<td>$ 35,500</td>
<td>Lump Sum Fee</td>
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<tr>
<td>Certified Testing Services, Inc.</td>
<td>$ 14,900</td>
<td>$ 0</td>
<td>$ 14,900</td>
<td>Unit Price</td>
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<tr>
<td>L.T. Leon Associates, Inc. (DBE)</td>
<td>$ 14,750</td>
<td>$ 0</td>
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<tr>
<td>Terraplane LLC</td>
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<td>$ 0</td>
<td>$ 7,500</td>
<td>Lump Sum Fee</td>
</tr>
</tbody>
</table>

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement and all previous amendments.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

City of Sioux City

By: Robert Padmore, City Manager

HR GREEN

By: Dawn Zahn, P.E., Principal

(Rev. 3-3-2011)
ATTACHMENT A
Scope of Services

I-29 Riverfront Trail Connection

I. BACKGROUND
This amendment is for additional inspection, structural analysis, technical memo preparation, special provision preparation, shop drawing review, and coordination related to the I-29 Riverfront Trail Connection contract, specifically for services made necessary to address the truss sections which were damaged during outdoor storage at the City’s maintenance yard.

1. Additional inspection services to assess trusses damaged in storage from water trapped in bottom chord undergoing freeze/thaw cycles.
2. Structural analysis and calculations to determine load carrying capacity of existing damaged trusses.
3. Preparation of design load memo summarizing findings of live load capacity of existing trusses.
4. Preparation of technical memorandum summarizing findings and providing recommendations for damaged trusses.
5. Preparation of a special provision for the design, fabrication, and delivery of the replacement truss.
6. Coordination with truss manufacturer and City of Sioux City related to repair and replacement options for damaged trusses.
7. Shop drawing review for new trusses.

Project Schedule
Milestones for completion of the additional work are as follows:
1. Additional tasks to be completed by July 31, 2020

II. DESIGN SERVICES

TASK P – Truss Damage Design and Inspection (non-participating)
The City of Sioux City owns five (5) pre-engineered steel truss recreational trail bridge spans (two (2) sections per span, ten (10) sections total) that are currently being stored at two (2) different locations in the City. Four (4) sections are at Field Services at 1723 18th Street and six (6) sections are at 2403 Aviation Boulevard. Some of these trusses were damaged due to freeze/thaw cycles experienced by water trapped in the bottom chords, resulting in the need for the additional work outlined below:

- HR Green will perform additional inspection services to assess truss sections damaged in storage from water trapped in bottom chord undergoing freeze/thaw cycles.
- HR Green will perform structural analysis and calculations to determine load carrying capacity of existing damaged trusses.
- HR Green will prepare a design load memo summarizing findings of live load capacity of existing trusses.
- HR Green will prepare a technical memorandum summarizing findings and providing recommendations for damaged trusses.
- HR Green will coordinate as necessary with truss manufacturer and City of Sioux City relating to damaged trusses.
- HR Green will develop a special provision for the design, fabrication, and delivery of the replacement truss.
- HR Green will complete Shop drawing review for new trusses.
- HR Green will respond to Contractor’s questions during the truss relocation and installation phase.
ATTACHMENT C (referenced from 3.1)

Cost Plus Fixed Fee

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the Consultant shall be paid fees in the amount of the Consultant's actual cost plus applicable fixed fee amount. The Consultant's actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C-1. Subconsultant costs are not available for use by the prime Consultant or other subconsultants. A contingency amount has not been established to provide for actual costs that exceed those estimated.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Actual Costs (non-participating)</td>
<td>$19,180.00</td>
</tr>
<tr>
<td>Fixed Fee (non-participating)</td>
<td>$2,233.00</td>
</tr>
<tr>
<td>Total Prime Consultant Costs</td>
<td>$21,413.00</td>
</tr>
</tbody>
</table>

Maximum Amount Payable $21,413.00

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the Consultant shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the Consultant shall notify the Owner in writing.

It is possible that the Consultant's costs for the scoped tasks may need to exceed those shown in Attachment H. The Consultant's and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the Contract Administrator and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the Contract Administrator, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the Consultant exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the Contract Administrator is notified in writing, the Owner will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the Owner. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency amount has been established and at any time during the work the Consultant determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the Contract Administrator in writing and describe what costs are causing the overrun and the reason. The Consultant shall not exceed the estimated actual costs without the prior written approval of the Contract Administrator and concurrence of the Iowa DOT. The Owner or Iowa DOT may audit the Consultant's cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. Changes due to an overhead adjustment are identified in Section 3.1.1.2. If at any time it is determined that a maximum
amount payable will be or has been exceeded, the Consultant shall immediately so notify the Contract Administrator in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment or this Agreement will be terminated as identified in Article 4.12.3. The Owner may audit the Consultant's cost records prior to making a decision whether or not to increase the maximum amount payable.

3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the Consultant which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations Systems, Subchapter E, Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.

2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The Consultant will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.

3. The indirect costs (salary related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The Consultant has submitted to the Owner the following indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the Consultant's current fiscal year: Salary related expenses are 44.24% of direct salary costs and general overhead costs are 123.26% of direct salary costs.

Use of updated overhead percentage rates shall be requested by the Consultant after the close of each fiscal year and the updated overhead rate shall be used to update previous year invoices and subsequent years as a provisional rate for invoicing in order to more accurately reflect the cost of work during the previous and subsequent years.

Any actual fiscal year or fiscal year's audited or unaudited indirect costs rates known by the Consultant shall be used in computing the final invoice statement. All unverified overhead rates shall have a schedule of computation supporting the proposed rate attached to the final bill. Prior to final payment for work completed under this Agreement all indirect cost rates shall be audited and adjusted to actual rates through the most recently completed fiscal year during which the work was actually accomplished. In the event that the work is completed in the current fiscal year, audited indirect cost rates for the most recently completed fiscal year may be applied also to work accomplished in the current fiscal year.

If these new rates cause the actual costs to be exceeded, the contingency amount will be used.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the Contract Administrator. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the Contract Administrator.

3.1.1.4 Payments. Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The Contract Administrator will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The Owner shall retain from each monthly payment for construction inspection or construction administration services 3.0% of the amount due. Fixed fee will be calculated and progressively invoice based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing.
cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the Contract Administrator.

Upon delivery and acceptance of all work contemplated under this Agreement, the Consultant shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The Consultant agrees to reimburse the Owner for possible overpayment determined by final audit.
Attachment H (Non-Participating)
COST ANALYSIS - ENGINEERING

I. Direct Labor Cost

<table>
<thead>
<tr>
<th>Category</th>
<th>Name</th>
<th>Hours</th>
<th>Raw Rate/Hour</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional</td>
<td>Brehm</td>
<td>54.5</td>
<td>$61.95</td>
<td>$3,376.28</td>
</tr>
<tr>
<td>Professional</td>
<td>Brua</td>
<td>10</td>
<td>$38.78</td>
<td>$387.80</td>
</tr>
<tr>
<td>Professional</td>
<td>Horsinger</td>
<td>1.25</td>
<td>$53.09</td>
<td>$66.36</td>
</tr>
<tr>
<td>Construction</td>
<td>Carruthers</td>
<td>31</td>
<td>$47.94</td>
<td>$1,486.14</td>
</tr>
<tr>
<td>Jr. Professional</td>
<td>Montazeri</td>
<td>30.5</td>
<td>$35.58</td>
<td>$1,085.19</td>
</tr>
<tr>
<td>Jr. Professional</td>
<td>Connor</td>
<td>14.5</td>
<td>$37.73</td>
<td>$547.09</td>
</tr>
</tbody>
</table>

Payroll Total $ 6,948.85

II. Payroll Burden and Overhead Costs

Indirect Cost Factor 1.6779
Payroll Burden & OH Total $ 11,659.48

III. Direct Project Expenses

<table>
<thead>
<tr>
<th>Mileage</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>995.00</td>
<td>Miles</td>
<td>$0.58</td>
<td>$572.13</td>
</tr>
</tbody>
</table>

Total Direct Project Expenses $ 572.13

IV. Estimated Actual Costs (I+II+III)(Rounded) $ 19,180.00

V. Fixed Fee (I+II X FF%) (Rounded)

FF% = 12%
Total Authorized Prime Contract $ 21,413.00

VI. Contingency (I+II+III X Cont.)(Rounded)

Cont. = 0%
Total Prime Contract $ 21,413.00

VII. Subcontract Expenses

Total Subcontractor Costs $ -

VIII. Total Estimated Project Cost $ 21,413.00
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020

ACTION ITEM #: 6E

FROM: Jessica Johnson, Project Management Specialist
Mike Collett, Assistant City Manager
Stan LaFave, Building Maintenance Supervisor

SUBJECT: Resolution awarding a Service Provider Agreement to Mid States Audio Inc. dba Mid States Audio & Video of Sioux Falls, South Dakota in the lump sum amount of $56,280.00 for installation of audio video equipment in connection with the Sioux City Convention Center Gallery C Upgrade Project.

RECOMMENDATION:
Staff respectfully requests the City Council award a Service Provider Agreement to Mid States Audio Inc. dba Mid States Audio & Video of Sioux Falls, South Dakota in the lump sum amount of $56,280.00 for installation of audio video equipment in connection with the Sioux City Convention Center Gallery C Upgrade Project.

DISCUSSION:
This project is programmed in the CIP and will add new projectors, screens, and sound equipment to Gallery C and give the Convention Center Staff the ability to break down Gallery C into three (3) smaller meeting rooms with the above-mentioned equipment available in each room. The request for bids was sent out twice with no response the first time and one (1) response the second time. Equipment must tie into the current Crestron system. There are unfortunately no local vendors able to supply this product.

Invitations to bid were sent September 8, 2020 to three (3) vendors able to provide Crestron equipment. One (1) bid was received from Mid States Audio Inc. dba Mid States Audio & Video of Sioux Falls, South Dakota. Work on this project will begin October 2020 and be complete within 6-8 weeks.

FINANCIAL IMPACT:
This project will be funded using CIP 379-051, Convention Center Upgrade. The project has a current balance of $837,098.99.

RELATIONSHIP TO STRATEGIC PLAN:
Relationship complies with City Operational Plans.
ALTERNATIVES:
Reject the bid.

ATTACHMENTS:
Resolution.
Service Provider Agreement
RESOLUTION NO. 2020 - _____________
with attachments

RESOLUTION AWARDING A SERVICE PROVIDER AGREEMENT TO MID STATES AUDIO INC. DBA MID STATES AUDIO & VIDEO OF SIOUX FALLS, SOUTH DAKOTA IN THE LUMP SUM AMOUNT OF $56,280.00 FOR INSTALLATION OF AUDIO VIDEO EQUIPMENT IN CONNECTION WITH THE SIOUX CITY CONVENTION CENTER GALLERY C UPGRADE PROJECT.

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 Mid States Audio Inc. dba Mid States Audio & Video of Sioux Falls, South Dakota in the lump sum amount of $56,280.00 for installation of audio video equipment in connection with the Sioux City Convention Center Gallery C Upgrade Project.

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: October 19, 2020
________________________________________
Robert E. Scott, Mayor

ATTEST: _________________________________
Lisa L. McCardle, City Clerk
CITY’S SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made on ______________ by and between the City of Sioux City, Iowa, a municipal corporation, (hereinafter referred to as "City"), Mid States Audio Inc, dba Mid States Audio & Video of Sioux Falls, South Dakota (hereinafter referred to as "Service Provider").

WITNESSETH: That whereas the City intends to retain the Service Provider to perform certain services for the City (hereinafter referred to as the “Services”).

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

1. The Service Provider shall provide the Services in accordance with this Agreement and the terms and general conditions of the City’s Service Provider Agreement, which is attached hereto and hereby made a part of this Agreement.

2. The Services are described as follows:

   Addition of Audio Video (AV) equipment, (projectors, screens, sound equipment) to Gallery C and the ability to break Gallery C down into three (3) smaller meeting rooms using the previously mentioned equipment. This agreement is in lump sum amount of $55,280.00 as further described in Exhibit "A". Work is to begin upon Notice to Proceed from the City and be complete in December of 2020.

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

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

City of Sioux City Iowa

By: ________________________
   Robert K. Padmore, City Manager

Service Provider

By: ________________________
   Mark Kuca
   [Print Name]

Title: ________________________

Attest:

By: ________________________
   Lisa L. McCadle, City Clerk

Attest:

By: ________________________
   [Print Name]

Title: ________________________

[Signature]

STACI DETHLEUSAY
NOTARY PUBLIC
SOUTH DAKOTA
GENERAL CONDITIONS OF CITY’S SERVICE PROVIDER AGREEMENT

SECTION 1
SERVICE PROVIDER’S SERVICES

1.1. SERVICE PROVIDER’S SERVICES.

1.1.1. The Service Provider’s services consist only of those Services performed by the Service Provider, Service Provider’s employees and Service Provider’s Service Providers as enumerated in Exhibit "A" of this Agreement (hereinafter, “Services”.)

1.1.2. Service Provider will assign qualified and experienced personnel to perform the Services. Where Exhibit “A” identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit “A,” unless otherwise approved in writing by the City. However, if the City objects to the manner of performance of any Service Provider personnel (including any third-party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objection, including, if requested by the City, the prompt removal of the individual from the provision of Services to the City. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by the City (such approval not to be unreasonably withheld).

1.1.3. Service Provider warrants to City that Service Provider has sufficient experience and financial resources to complete the Services required by this Agreement.

1.1.4. Service Provider will perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit “A.” The parties agree that time is of the essence with respect to Service Provider’s performance.

1.1.5. Service Provider warrants that it will perform the Services in a diligent and highly professional manner, in accordance with applicable law and through experienced individuals trained to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals and permits appropriate for the provision of Services and deliverables.

1.1.6. Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Exhibit “A.” Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party, and that the Service Provider has all power and authority to convey ownership of the Services and deliverables to City in accordance with this Agreement.

1.1.7. City will have a reasonable opportunity (not to exceed thirty (30) days, unless otherwise specified in Exhibit “A”) to review all deliverables or Services provided to the City under this Agreement. If the City informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and resubmit them to the City for review and approval. Service Provider will not charge the City for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, the Service Provider will promptly refund any amounts previously paid by the City for work not performed
in accordance with this Agreement. Nothing in this clause 1.1.5. will excuse Service Provider from meeting any delivery or project schedule set forth in Exhibit “A.”

1.2. ADDITIONAL SERVICES.

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

1.2.2. If Exhibit "A" contains provisions for contingent basic services, such services shall not be performed without a written order to perform the work signed by the Project Manager.

SECTION 2
CITY'S RESPONSIBILITIES

2.1. The City shall provide full information regarding requirements for the Services, including a program which shall set forth the City's objectives, schedule, constraints and criteria, including any special requirements, any previous reports or data relative to the Services, flexibility, and expendability of the Services. The City may request the assistance of the Service Provider to define the scope of information needed.

2.2. The City shall establish and update an overall budget for the Services, and the City's other costs and reasonable contingencies related to all of these costs. The City may request the assistance of the Service Provider to estimate Service costs.

2.3. The City shall designate a city representative as the "Project Manager" authorized to act on the City's behalf with respect to the Services. The City or such authorized city representative shall render decisions and inform the Service Provider of the same in a timely manner pertaining to questions or documents submitted by the Service Provider in order to avoid unreasonable delay in the orderly and sequential progress of the Service Provider's Services.

2.4. City may require and Service Provider shall execute, as part of its Services hereunder, any certificates or certifications customarily, commonly, or reasonably required by services of this type. The proposed language of any certificates or certifications requested of the Service Provider or Service Provider's Service Providers shall be submitted to the Service Provider for review and approval at least 14 days prior to execution. The City shall not request certifications beyond the scope of Service Provider’s Services under this Agreement.

2.5 Notwithstanding anything to the contrary in this Article 2, the City shall be required to furnish information or services described in this Article 2 only to the extent that such information or service is both reasonably required and actually requested by Service Provider in order to perform Service Provider’s Services under this Agreement.
SECTION 3
OWNERSHIP AND USE OF DOCUMENTS

3.1. All deliverables to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Service Provider in the performance of Services hereunder (collectively, "Work Product") will be owned exclusively by the City, including all proprietary and intellectual property rights therein. To the extent not automatically vested in the City, Service Provider hereby assigns to the City all right, title and interest in and to the Work Product, including, without limitation, copyright, patent and trade secret rights. Upon the City’s request, Service Provider will execute any additional documents necessary for the City to perfect its ownership rights.

3.2 Notwithstanding the foregoing, Service Provider will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product.

3.3. Copies of City furnished data that may be relied upon by Service Provider are limited to the printed copies (also known as hard copies) that are delivered to the Service Provider. Files in electronic media format of text, data, graphics, or of other types that are furnished by City to Service Provider are only for convenience of Service Provider. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk.

SECTION 4
SERVICE PROVIDER'S CLAIMS AND ARBITRATION

4.1. If any instruction or decision by the Project Manager gives rise to a claim by the Service Provider for additional compensation or time to complete the Services, such claim shall be made in writing to the Project Manager. The claim shall state the amount of additional compensation or time requested and the reasons for the claim. The claim must be filed within ten days of the decision or instruction by the Project Manager giving rise to the claim or it shall be deemed waived by the Service Provider and shall not be subject to any arbitration or litigation.

4.2. In the case of a claim made by the Service Provider, the Project Manager shall confer with Service Provider for the purpose of resolving the claim by mutual agreement. If the parties are able to agree, the Project Manager shall reduce the agreement to writing and it must be signed by both parties to be effective. If the parties are unable to agree the Project Manager shall render a decision in writing. The Project Manager shall make their decision and provide a copy thereof to the Service Provider within ten days of the filing of the claim.

4.3. The decision of the Project Manager shall be final and binding upon the Service Provider unless the Service Provider appeals the decision of the Project Manager to the City Council. Such appeal shall be taken within seven days from the Project Manager's decision by filing with the City Clerk a request for review of the Project Manager's decision and full statement of the facts surrounding the claim and the amount of the claim. The City Council shall fix a date, time and place to hear the matter, which date shall be not less than eleven days from receipt of the request for review. If the matter is not heard within eleven days or a decision not rendered by the City Council within seven days of the hearing, the claim shall automatically be deemed denied by the City Council.
4.4. The decision of the City Council shall be final and binding upon the Service Provider unless within one month from the date of the decision of the City Council or such additional time as the City may agree upon, the City and the Service Provider agree in writing to arbitration or the Service Provider files suit in Woodbury County, Iowa District Court in Sioux City, Iowa.

4.5. All time limits herein may be extended or shortened by agreement between the City and the Service Provider.

4.6. Any other dispute not involving additional compensation or time to complete the Project shall be brought to the attention of the City or the Service Provider in writing as soon as the party becomes aware a dispute exists. The Project Manager shall confer with the Service Provider for the purpose of resolving the dispute by mutual agreement. If the parties are able to agree, the Project Manager shall reduce the agreement to writing and it must be signed by both parties to be effective. If the parties are unable to agree, the Project Manager shall render a decision in writing. The Project Manager shall make the decision and provide a copy thereof to the Service Provider within ten days of the presentation of the dispute. Thereafter, the provisions of paragraphs 4.3 and 4.4. shall apply.

4.7. All claims, disputes and other matters in question between the City and the Service Provider, arising out of or relating to this Agreement or the breach thereof, may be decided by mediation or arbitration, only if the City and the Service Provider can mutually agree in writing upon the time, places, mediators or arbitrators, and various rules of mediation or arbitration conduct, any other paragraph, law or rule to the contrary notwithstanding.

SECTION 5
TERMINATION, SUSPENSION OR ABANDONMENT

5.1. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2. If the Services are suspended by the City for more than 30 consecutive days, the Service Provider shall be compensated for Services performed prior to notice of such suspension. When the Services are resumed, the Service Provider's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Service Provider's services.

5.3. This Agreement may be terminated by the City upon not less than seven days' written notice to the Service Provider in the event that the Project is permanently abandoned. If the Project is abandoned by the City for more than 90 consecutive days, the Service Provider may terminate this Agreement by giving written notice.

5.4. Failure of the City to make payments to the Service Provider in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

5.5. This Agreement may also be terminated by the City upon seven days written notice, without regard to any fault or failure to perform by any party, and solely for the City's convenience. In the event of such termination, the Service Provider shall be paid compensation in the same manner as set out in paragraph 5.7, and City shall have no further liability for compensation expenses, or fees to Service Provider hereunder except as set out under paragraph 5.8.
5.6. If the City fails to make payment when due the Service Provider for Services, the Service Provider may, upon seven days’ written notice to the City, suspend performance of Services under this Agreement. Unless payment in full is received by the Service Provider within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, the Service Provider shall have no liability to the City for delay or damage caused the City because of such suspension of Services.

5.7. In the event of termination not the fault of the Service Provider, the Service Provider shall be compensated for Services performed prior to termination, together with reimbursable expenses incurred and due and termination expenses.

5.8. In the event of any termination under this Article 5, the Service Provider consents to City's selection of another Service Provider of City's choice to assist the City in any way in completing the Project. Service Provider further agrees to cooperate and provide any information requested by City in connection with the completion of the Project. Any services provided by Service Provider which are requested by City after termination shall be fairly compensated by City.

5.9. In the event of termination due to the failure of the Service Provider to abide by the provisions of this agreement, the City may at its option:

5.9.1. Compensate the Service Provider for all Services satisfactorily performed prior to date of termination plus all reimbursable expenses directly associated therewith, and proceed with the Project utilizing the services of other Service Providers, reserving unto itself the right to seek from the Service Provider any damages it may be lawfully entitled to receive.

5.10. In the event of termination, regardless of cause, the Service Provider shall deliver to the City all documents as specified in Paragraph 3.1 for which the City has compensated the Service Provider.

5.11. Termination expenses are in addition to compensation for Services, and include expenses which are directly attributable to termination. Termination expenses shall be actual out-of-pocket costs or expenses incurred by Service Provider as a result of termination not the Service Provider's fault.

SECTION 6
MISCELLANEOUS PROVISIONS

6.1. This Agreement shall be governed by the laws of the State of Iowa.

6.2. The Woodbury County, Iowa, District Court shall have jurisdiction over any litigation between the City and Service Provider over any matter arising out of this Agreement.

6.3. This is a contract for services. Therefore, City shall not be bound to the successors, executors, administrators, assigns or legal representatives of the Service Provider in respect to the covenants and obligations of this Agreement absent specific written agreement to be so bound.

6.4. Neither City nor the Service Provider shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any
written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Service Provider from employing such independent Service Providers, associates, and subcontractors as it may deem appropriate to assist him in the performance of services hereunder.

6.5. This Agreement represents the entire and integrated agreement between the City and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Service Provider.

6.6. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either City or Service Provider.

6.7. Service Provider shall have the right to include representations of the Services, among the Service Provider's promotional and professional materials. Service Provider's materials shall not include City's confidential or proprietary information if City has previously advised the Service Provider in writing of the specific information considered by City to be confidential or proprietary. Service Provider shall not use the design materials in any way which may jeopardize City's entitlement to state or federal funds.

6.8. Service Provider agrees to assist and cooperate with City in any arbitration or litigation involving another person and arising out of services performed by Service Provider under this Agreement. City agrees to pay Service Provider for all services rendered in accordance with the provisions of Paragraph 8.2.3.3. If, however, negligence by Service Provider is found to exist by the factfinder, City shall have no obligation to reimburse Service Provider for services rendered in defending that allegation.

6.9. Neither the Project Manager nor City's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and Service Provider shall be and remain liable to City in accordance with applicable law for all damages to City caused by Service Provider's negligent performance of any of the services furnished under this Contract.

6.10. The rights and remedies of City provided for under this contract are in addition to any other rights and remedies provided by law.

6.11. Both parties shall be absolved from liability for any act, omission, or circumstances occasioned by any cause whatsoever not within the control of the party affected thereby and which such party could not, by reasonable diligence, have avoided. Such acts, omissions, or circumstances, however, shall not relieve such party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause relied on. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties.

6.12. All Services described on Exhibit "A" under basic services shall be completed by the time specified in Exhibit "A". If additional services are requested which delay Service Provider in
meeting any of these dates, Service Provider shall be entitled to more time to complete the
Services specified.

6.13. Service Provider shall not be responsible for the acts or omissions of City, City’s other
Service Providers, contractors, and subcontractors, any of their agents or employees, or
any other persons performing any of the work other than those parties identified in Section
1.1.1. above.

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

6.15. In the case of a conflict between the provisions herein and any other attachment to this
Agreement, the provisions set forth above will govern, unless otherwise specifically agreed
to in writing.

SECTION 7
INSURANCE AND INDEMNIFICATION

7.1. The Service Provider shall procure and maintain during the term of this Agreement and
subject to availability and at a comparable price for two years thereafter professional liability
[errors and omissions] insurance in the amount of $1,000,000.00.

7.2. The Service Provider shall secure and maintain such insurance policies as will protect
Service Provider from claims for bodily injuries, death or property damage which may arise
from the performance of any work under this Agreement. The following insurance policies
are required:

7.2.1 Statutory Workers’ Compensation – A standard Workers Compensation policy approved for
use in the State of Iowa shall be issued with the following coverages:

(a) Statutory Benefits covering all employees injured on the job
by accident or
disease as prescribed by Iowa Code Chapter 85.

(b) Employer’s Liability Insurance with the following limits:

Bodily injury by accident each accident………………………….$500,000
Bodily injury by disease each accident………………………...$500,000
Bodily injury by disease policy limit……………………………..$500,000

7.2.2 Comprehensive General Liability

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

7.2.4 Umbrella Policy $2,000,000

7.3. Certificates of Insurance acceptable to the City indicating insurance required by this Article in force shall be filed with the City prior to commencing any work hereunder. These certificates shall contain a provision that coverage under these policies shall not be canceled until at least thirty days' prior written notice has been given to the City. The City shall be named an additional insured on the Certificate of Insurance for the Comprehensive General Liability and Automobile coverage and Umbrella Liability. All policies will be primary and non-contributory.

7.4. Service Provider shall indemnify and save City harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment designed by Service Provider or from the use of any process designed by Service Provider or effected by said apparatus or equipment, and Service Provider shall indemnify and save City harmless from and against all costs, counsel fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that City shall promptly transmit to Service Provider all papers served on City in any suit involving such claim of infringement, and provided further, that City permits Service Provider to have entire charge and control of the defense of any such suit.

7.5. Service Provider will indemnify, hold harmless and defend the City, its elected officials, officers, employers, and agents against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expense (including attorney fees) arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's or Service Provider's employee, agent, Service Provider or contractor's negligent, willful or unlawful acts or omissions or breach of Agreement or (ii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

SECTION 8
PAYMENTS TO THE SERVICE PROVIDER

8.1. REIMBURSABLE EXPENSES.

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

8.2. METHOD OF PAYMENTS FOR SERVICES AND EXPENSES OF SERVICE PROVIDER.

8.2.1. City shall pay Service Provider for basic services performed as described on Exhibit "A", a maximum amount as set forth on Exhibit "A". Exhibit "A", "Service Provider's Project Budget" attached hereto, which is a part of this Agreement, sets forth the costs of services, special Service Providers, a reimbursable expenses budget, and a grand total. Billings for services shall be on the basis of the charges set forth therein. The absolute maximum amount payable to the Service Provider for the basic services contemplated by the
Agreement is the total sum stated on Exhibit "A". Service Provider assumes complete responsibility for the accuracy of the budget. City is entitled to any savings in the budgeted figures realized during the course of the Project.

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

8.2.3. Additional Services. In the event additional services are desired by the City, the same shall be requested by written order which shall specify the additional services and maximum charge therefore including any special Service Providers and reimbursable expenses and shall be signed by the Service Provider and Project Manager. City shall pay Service Provider for additional services rendered under Section 1 as follows:

8.2.3.1. For additional services rendered by Service Provider, the charges set forth in Exhibit "B" for basic services shall be the basis for determining the charges for additional services plus agreed upon reimbursable expenses.

8.2.3.2. For additional services and reimbursable expenses of a special Service Provider employed by Service Provider as part of additional services, the amount billed to Service Provider therefor.

8.2.3.3. For the services rendered by principals and employees as Service Providers or witnesses in any litigation, hearing or proceedings in accordance with Paragraph 6.8, at a rate to be negotiated.

8.3. Service Provider shall submit monthly statements for basic and additional services rendered and for allowable reimbursable expenses incurred to the Project Manager based upon actual work completed during the billing period. City shall make prompt monthly payments in response to Service Provider's monthly statements.

8.4. If City fails to make any payment due Service Provider for services and expenses within thirty days after receipt of Service Provider's bill therefor, the amounts due Service Provider shall include a charge at the rate of 1% per month from said thirtieth day, and in addition, Service Provider may, after giving seven days' written notice to City, suspend services under this Agreement until he has been paid in full all amounts due the Service Provider for services and expenses.

SECTION 9
HAZARDOUS ENVIRONMENT
9.1. The City has disclosed to the best of its knowledge to the Service Provider the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material located at, on, or near the site, including type, quantity and location. No additional compensation to perform the services shall be allowed to the Service Provider based upon all disclosed hazardous materials. Service Provider warrants that the Service Provider has given due consideration to the disclosure in preparing Exhibits “A and/or B”.

9.2. If there has been no disclosure prior to the date of this agreement, the City represents to the Service Provider that to the best of its knowledge a hazardous environmental condition does not exist.

9.3. If a hazardous environmental condition is encountered or alleged, Service Provider shall have the obligation to notify City and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

9.4. If there has been no disclosure of a known hazardous environmental condition, the Service Provider’s scope of service does not include any services related to a hazardous environmental condition. In the event Service Provider or any other party encounters a hazardous environmental condition, Service Provider may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until City: (i) retains appropriate specialist Service Provider(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous environmental condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations.

9.5. If Service Provider’s services under this agreement cannot be performed because of a hazardous environmental condition, the existence of the condition shall justify Service Provider terminating this agreement for cause on 30 days’ notice. The provisions of paragraph 5.7 shall apply.
Exhibit A

September 21, 2020

Sioux City Convention Center
801 4th Street
Sioux City, IA 51101

Thank you for the opportunity to propose AV equipment for the remodel of the large east ballroom to three meeting rooms including audio with video projection.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Mfr.</th>
<th>Model #</th>
<th>Description</th>
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<tbody>
<tr>
<td>4</td>
<td>Bose</td>
<td>59550</td>
<td>DS 40F 6-Pack (6 per Ballroom) (6 in Prefunction)</td>
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<tr>
<td>1</td>
<td>BSS</td>
<td>BLU-BOB2</td>
<td>8-channel analog break-out box w/ BLU link (Sound Rack)</td>
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<td>2</td>
<td>BSS</td>
<td>BLU-BIB</td>
<td>8 Channel Break In Box (Sound Rack)</td>
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<tr>
<td>3</td>
<td>Chief</td>
<td>CMA473</td>
<td>XL Above Plenum Storage Box (Screen Control, Proj Rack)</td>
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<td>3</td>
<td>Chief</td>
<td>CPA13W</td>
<td>Mount</td>
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<td>3</td>
<td>Chief</td>
<td>CM9024W</td>
<td>24&quot; Fixed Extension Column</td>
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<td>3</td>
<td>Crestron</td>
<td>TSW-760-B-S</td>
<td>7 in. Wired Touch Screen, Black Smooth (New Ballrooms)</td>
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<td>3</td>
<td>Crestron</td>
<td>CEN-IO-RY-104</td>
<td>Wired Ethernet Module with 4 Relay Ports (Screen Control)</td>
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<td>3</td>
<td>Crestron</td>
<td>HD-MD-300-C-E-B</td>
<td>DM Lite – HD Scaling Auto-Switcher &amp; HDMI® over CATx</td>
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<td>Da-lite</td>
<td>Quote 20430873</td>
<td>3 Contour Electrol Screens Custom 184D 90X160 73&quot; Drop</td>
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<td>1</td>
<td>Liberty</td>
<td>Custom</td>
<td>MclLine Input Wall Plate (Ballrooms)</td>
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<td>3</td>
<td>NEC</td>
<td>NP-P905UL</td>
<td>6000L Laser Projector</td>
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<td>Mid States Audio</td>
<td>Crestron</td>
<td>Program Update</td>
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<td>Pakedge</td>
<td>MS-2424</td>
<td>24-Port Managed Switch</td>
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<td>QSC</td>
<td>CXD4.3-NA</td>
<td>500 watts/ch direct drive 70V (Sound Rack)</td>
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<td>3</td>
<td>Windy City</td>
<td>2202-S-PL</td>
<td>Plenum Mic Cable 22AWG</td>
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<td>Plenum Data Cable</td>
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<td>1</td>
<td>Mid States Audio</td>
<td>Miscellaneous</td>
<td>Hardware and Cables</td>
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Total Price including installation and programming: $56,280.00

Initial to Accept: ______

Equipment Cost: $44,140.00
Installation Cost: $10,140.00
Training, Tuning, and programming: $2,000.00

Additional Year of Mid States Care Platinum: $3,600.00 not included in bid.

Mid States AV does not supply conduit or AC power.
Our bid reflects all the conduit show per the "Preview Set of Plans Dated 4/23/2018"
This installation is to be performed and completed by the Mid States Audio service department. The completed system carries a one year warranty against defective materials and workmanship including labor; in some instances, the manufacturer warranty may be longer. This guarantee does not cover replacement of parts due to fire, flood, lightning, vandalism, or improper use of the equipment.

If the foregoing meets with your approval, your signature of acceptance below will make this the agreement between us and authorize us to proceed with the project, with payment due upon completion.

Sioux City Convention Center
Sign: _______________________
Title: _______________________
Date: _______________________

Mid States Audio & Video
Sign: _______________________
Title: _______________________
Date: _______________________
**CERTIFICATE OF LIABILITY INSURANCE**

**Certificate Number:** 1261220677

**Date:** 10/8/2020

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

**Producer:** Marsh & McLennan Agency LLC
300 N. Cherry Pl
Suite 621
Sioux Falls SD 57103

**Insured:** Mid States Audio Inc
4012 N Hainey Ave
Sioux Falls SD 57104-7110

**Inurers:**
- **Insurer A:** Cincinnati Insurance Company
- **Insurer B:**
- **Insurer C:**
- **Insurer D:**
- **Insurer E:**

**Coverages**

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<td>PERSONAL &amp; ADJUDICATION 10,000.00</td>
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<td>BODILY INJURY (Per accident) 1,000,000.00</td>
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<td>PROPERTY DAMAGE (Per accident) 250,000.00</td>
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<td>A UMBRELLA LIABILITY</td>
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<td>B WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
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**Description of Operations / Locations / Vehicles** (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance - The certificate holder is included as Additional Insured on a primary, non-contributory basis on the General Liability, Auto and Umbrellas if required by signed written contract executed prior to loss.

**Certificate Holder**

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

**Cancellation**

**Authorization Representative**

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CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020 ACTION ITEM #: 7A-B

FROM: Jessica Johnson, Projects Management Specialist
Spero Vlahoulis, Purchasing Manager

SUBJECT:
Resolution awarding a purchase order to TBS Electronic, Inc. of Topeka, Kansas in the amount of $45,863.00 for the purchase of a portable Motorola radio system for the Tyson Events Center and Orpheum Theatre (RFB#263574).

Resolution awarding a Service Provider Agreement to TBS Electronic, Inc. of Topeka, Kansas in the amount of $4,800.00 for the installation of a portable Motorola radio system for the Tyson Events Center and Orpheum Theatre (RFB#263574).

RECOMMENDATION:
Staff respectfully requests the City Council award a purchase order to TBS Electronic, Inc. of Topeka, Kansas in the amount of $45,863.00 for the purchase of a Motorola portable radio system for the Tyson Events Center and Orpheum Theatre (RFB#263574).

Staff respectfully requests the City Council award a Service Provider Agreement to TBS Electronic, Inc. of Topeka, Kansas in the amount of $4,800.00 for the installation of a portable Motorola radio system for the Tyson Events Center and Orpheum Theatre (RFB#263574).

DISCUSSION:
City staff would like to purchase a portable Motorola radio system to be used at the Tyson Events Center and Orpheum Theatre. The system will also be used for special events such as RAGBRAI. The current analog system is over fifteen (15) years old and has one (1) repeater channel. The new system will have a minimum of ten (10) channels, a larger coverage area to accommodate outside and is digital, which allows it to be updated or reconfigured, if need be. Spectra staff selected Motorola brand based on use of current Motorola products and history. The equipment portion will be issued as a purchase order and the labor portion will be issued as a service provider agreement.

Bids were requested from twelve (12) vendors that sell radio systems. Four (4) bids were received. Three (3) of the bids were for a Motorola system and one (1) bid was for Kenwood. The Kenwood system bid was determined non-responsive. The Kenwood total bid is $51,201.75.

The Motorola bids received are as follows, note that Bear Communications, Inc. did not bid labor:
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<tbody>
<tr>
<td>Brand</td>
<td>Motorola</td>
<td>Motorola</td>
<td>Motorola</td>
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<tr>
<td>Digital Site Trunking System</td>
<td>$16,135.00</td>
<td>$22,811.45</td>
<td>$19,308.78</td>
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<td>(35) Uhl Portable Radios with license, charger, warranty, antennae, holster</td>
<td>$529.00 each</td>
<td>$705.00 each</td>
<td>$599.00 each</td>
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<td>$18,515.00 total</td>
<td>$24,675.00 total</td>
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<td>(15) UHF Portable Radios with license, warranty, antennae, holster</td>
<td>$509.00 each</td>
<td>$703.32 each</td>
<td>$581.00 each</td>
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<td></td>
<td>$7,635.00</td>
<td>$10,549.80 total</td>
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<td>(6) Multi-Unit Bank Chargers</td>
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<td>$225.00 each</td>
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<td>$3,054.00</td>
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<td>$3,210.00 total</td>
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<tr>
<td>UHF Base Station with Antennae</td>
<td>$810.00</td>
<td>$1,250.00</td>
<td>$899.00</td>
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<tr>
<td>Installation and Programming</td>
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<td>$6,845.00</td>
<td>No Bid</td>
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<td>Remote Speaker Mic with Connector</td>
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<td>% Difference from Low Bid</td>
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**FINANCIAL IMPACT:**
CIP account #301-8799-438.42-12 Economic Development, Capital Improvement, Purchase Property Equipment, Project #379-010 Tyson Events Center Remodeling has an available balance of $625,313.

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

**ALTERNATIVES:**
Reject all bids.

**ATTACHMENTS:**
Resolutions
Service Provider Agreement
Bidder Status Form
RESOLUTION NO. 2020 -

RESOLUTION AWARDING A PURCHASE ORDER TO TBS ELECTRONIC, INC. OF TOPEKA, KANSAS IN THE AMOUNT OF $45,863.00 FOR THE PURCHASE OF A MOTOROLA PORTABLE RADIO SYSTEM FOR THE TYSON EVENTS CENTER AND ORPHEUM THEATRE (RFB#263574).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that a purchase order be issued to TBS Electronic, Inc. of Topeka, Kansas in the amount of $45,863.00 for the purchase of a Motorola portable radio system for the Tyson Events Center and Orpheum Theatre.

PASSED AND APPROVED: October 19, 2020

Robert E. Scott, Mayor

ATTEST: __________________________

Lisa L. McCardle, City Clerk
RESOLUTION NO. 2020 - ______________
with attachments

RESOLUTION AWARDING A SERVICE PROVIDER AGREEMENT TO TBS ELECTRONIC, INC. OF TOPEKA, KANSAS IN THE AMOUNT OF $4,800.00 FOR THE INSTALLATION OF A MOTOROLA PORTABLE RADIO SYSTEM FOR THE TYSON EVENTS CENTER AND ORPHEUM THEATRE (RFB#263574).

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 TBS Electronic, Inc. of Topeka, Kansas in the amount of $4,800.00 for the installation of a portable Motorola radio system for the Tyson Events Center and Orpheum Theatre.

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: October 19, 2020

______________________________
Robert E. Scott, Mayor

ATTEST: _______________________
Lisa L. McCardle, City Clerk
CITY'S SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made on [date] by and between the City of Sioux City, Iowa, a municipal corporation, (hereinafter referred to as "City"), and TBS Electronic Inc. of Topeka, Kansas (hereinafter referred to as "Service Provider").

WITNESSETH: That whereas the City intends to retain the Service Provider to perform certain services for the City (hereinafter referred to as the "Services").

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

1. The Service Provider shall provide the Services in accordance with this Agreement and the terms and general conditions of the City's Service Provider Agreement, which is attached hereto and hereby made a part of this Agreement.

2. The Services are described as follows:

   RFB#263754: Installation and Programming of Radio System at Tyson Events Center. Cost shall not exceed $4,800.00. Project shall be completed within thirty days after contract is signed.

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

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

City of Sioux City Iowa

By: Robert K. Padmore, City Manager

Service Provider

By: Brad Graber

Title: Sales Representative

Attest:

By: Lisa L. McCardle, City Clerk

[Signature]

Title: Accounting Manager
GENERAL CONDITIONS OF CITY'S SERVICE PROVIDER AGREEMENT

SECTION 1
SERVICE PROVIDER'S SERVICES

1.1. SERVICE PROVIDER'S SERVICES.

1.1.1. The Service Provider's services consist only of those Services performed by the Service Provider, Service Provider's employees and Service Provider's Service Providers as enumerated in Exhibit "A" of this Agreement (hereinafter, "Services").

1.1.2. Service Provider will assign qualified and experienced personnel to perform the Services. Where Exhibit "A" identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit "A," unless otherwise approved in writing by the City. However, if the City objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objection, including, if requested by the City, the prompt removal of the individual from the provision of Services to the City. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by the City (such approval not to be unreasonably withheld).

1.1.3. Service Provider warrants to City that Service Provider has sufficient experience and financial resources to complete the Services required by this Agreement.

1.1.4. Service Provider will perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A." The parties agree that time is of the essence with respect to Service Provider's performance.

1.1.5. Service Provider warrants that it will perform the Services in a diligent and highly professional manner, in accordance with applicable law and through experienced individuals trained to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals and permits appropriate for the provision of Services and deliverables.

1.1.6. Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Exhibit "A." Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party, and that the Service Provider has all power and authority to convey ownership of the Services and deliverables to City in accordance with this Agreement.

1.1.7. City will have a reasonable opportunity (not to exceed thirty (30) days, unless otherwise specified in Exhibit "A" to review all deliverables or Services provided to the City under this Agreement. If the City informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and resubmit them to the City for review and approval. Service Provider will not charge the City for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, the Service Provider will promptly refund any amounts previously paid by the City for work not performed in accordance with this Agreement. Nothing in this clause 1.1.5. will excuse Service Provider from meeting any delivery or project schedule set forth in Exhibit "A."
1.2. ADDITIONAL SERVICES.

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

1.2.2. If Exhibit "A" contains provisions for contingent basic services, such services shall not be performed without a written order to perform the work signed by the Project Manager.

SECTION 2
CITY'S RESPONSIBILITIES

2.1. The City shall provide full information regarding requirements for the Services, including a program which shall set forth the City's objectives, schedule, constraints and criteria, including any special requirements, any previous reports or data relative to the Services, flexibility, and expendability of the Services. The City may request the assistance of the Service Provider to define the scope of information needed.

2.2. The City shall establish and update an overall budget for the Services, and the City's other costs and reasonable contingencies related to all of these costs. The City may request the assistance of the Service Provider to estimate Service costs.

2.3. The City shall designate a city representative as the "Project Manager" authorized to act on the City's behalf with respect to the Services. The City or such authorized city representative shall render decisions and inform the Service Provider of the same in a timely manner pertaining to questions or documents submitted by the Service Provider in order to avoid unreasonable delay in the orderly and sequential progress of the Service Provider's Services.

2.4. City may require and Service Provider shall execute, as part of its Services hereunder, any certificates or certifications customarily, commonly, or reasonably required by services of this type. The proposed language of any certificates or certifications requested of the Service Provider or Service Provider's Service Providers shall be submitted to the Service Provider for review and approval at least 14 days prior to execution. The City shall not request certifications beyond the scope of Service Provider's Services under this Agreement.

2.5. Notwithstanding anything to the contrary in this Article 2, the City shall be required to furnish information or services described in this Article 2 only to the extent that such information or service is both reasonably required and actually requested by Service Provider in order to perform Service Provider's Services under this Agreement.

SECTION 3
OWNERSHIP AND USE OF DOCUMENTS

3.1. All deliverables to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Service Provider in the performance of Services hereunder (collectively, "Work Product") will be owned exclusively by the City, including all proprietary and
intellectual property rights therein. To the extent not automatically vested in the City, Service Provider hereby assigns to the City all right, title and interest in and to the Work Product, including, without limitation, copyright, patent and trade secret rights. Upon the City’s request, Service Provider will execute any additional documents necessary for the City to perfect its ownership rights.

3.2 Notwithstanding the foregoing, Service Provider will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product.

3.3 Copies of City furnished data that may be relied upon by Service Provider are limited to the printed copies (also known as hard copies) that are delivered to the Service Provider. Files in electronic media format of text, data, graphics, or of other types that are furnished by City to Service Provider are only for convenience of Service Provider. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk.

SECTION 4
SERVICE PROVIDER’S CLAIMS AND ARBITRATION

4.1 If any instruction or decision by the Project Manager gives rise to a claim by the Service Provider for additional compensation or time to complete the Services, such claim shall be made in writing to the Project Manager. The claim shall state the amount of additional compensation or time requested and the reasons for the claim. The claim must be filed within ten days of the decision or instruction by the Project Manager giving rise to the claim or it shall be deemed waived by the Service Provider and shall not be subject to any arbitration or litigation.

4.2 In the case of a claim made by the Service Provider, the Project Manager shall confer with Service Provider for the purpose of resolving the claim by mutual agreement. If the parties are able to agree, the Project Manager shall reduce the agreement to writing and it must be signed by both parties to be effective. If the parties are unable to agree the Project Manager shall render a decision in writing. The Project Manager shall make their decision and provide a copy thereof to the Service Provider within ten days of the filing of the claim.

4.3 The decision of the Project Manager shall be final and binding upon the Service Provider unless the Service Provider appeals the decision of the Project Manager to the City Council. Such appeal shall be taken within seven days from the Project Manager’s decision by filing with the City Clerk a request for review of the Project Manager’s decision and full statement of the facts surrounding the claim and the amount of the claim. The City Council shall fix a date, time and place to hear the matter, which date shall be not less than eleven days from receipt of the request for review. If the matter is not heard within eleven days or a decision not rendered by the City Council within seven days of the hearing, the claim shall automatically be deemed denied by the City Council.

4.4 The decision of the City Council shall be final and binding upon the Service Provider unless within one month from the date of the decision of the City Council or such additional time as the City may agree upon, the City and the Service Provider agree in writing to arbitration or the Service Provider files suit in Woodbury County, Iowa District Court in Sioux City, Iowa.

4.5 All time limits herein may be extended or shortened by agreement between the City and the Service Provider.
4.6 Any other dispute not involving additional compensation or time to complete the Project shall be brought to the attention of the City or the Service Provider in writing as soon as the party becomes aware a dispute exists. The Project Manager shall confer with the Service Provider for the purpose of resolving the dispute by mutual agreement. If the parties are able to agree, the Project Manager shall reduce the agreement to writing and it must be signed by both parties to be effective. If the parties are unable to agree, the Project Manager shall render a decision in writing. The Project Manager shall make the decision and provide a copy thereof to the Service Provider within ten days of the presentation of the dispute. Thereafter, the provisions of paragraphs 4.3 and 4.4. shall apply.

4.7. All claims, disputes and other matters in question between the City and the Service Provider, arising out of or relating to this Agreement or the breach thereof, may be decided by mediation or arbitration, only if the City and the Service Provider can mutually agree in writing upon the time, places, mediators or arbitrators, and various rules of mediation or arbitration conduct, any other paragraph, law or rule to the contrary notwithstanding.

SECTION 5
TERMINATION, SUSPENSION OR ABANDONMENT

5.1. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2. If the Services are suspended by the City for more than 30 consecutive days, the Service Provider shall be compensated for Services performed prior to notice of such suspension. When the Services are resumed, the Service Provider's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Service Provider's services.

5.3. This Agreement may be terminated by the City upon not less than seven days' written notice to the Service Provider in the event that the Project is permanently abandoned. If the Project is abandoned by the City for more than 90 consecutive days, the Service Provider may terminate this Agreement by giving written notice.

5.4. Failure of the City to make payments to the Service Provider in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

5.5. This Agreement may also be terminated by the City upon seven days written notice, without regard to any fault or failure to perform by any party, and solely for the City's convenience. In the event of such termination, the Service Provider shall be paid compensation in the same manner as set out in paragraph 5.7, and City shall have no further liability for compensation expenses, or fees to Service Provider hereunder except as set out under paragraph 5.8.

5.6. If the City fails to make payment when due the Service Provider for Services, the Service Provider may, upon seven days' written notice to the City, suspend performance of Services under this Agreement. Unless payment in full is received by the Service Provider within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, the Service Provider shall have no liability to the City for delay or damage caused the City because of such suspension of Services.
5.7. In the event of termination not the fault of the Service Provider, the Service Provider shall be compensated for Services performed prior to termination, together with reimbursable expenses incurred and due and termination expenses.

5.8. In the event of any termination under this Article 5, the Service Provider consents to City's selection of another Service Provider of City's choice to assist the City in any way in completing the Project. Service Provider further agrees to cooperate and provide any information requested by City in connection with the completion of the Project. Any services provided by Service Provider which are requested by City after termination shall be fairly compensated by City.

5.9. In the event of termination due to the failure of the Service Provider to abide by the provisions of this agreement, the City may at its option:

5.9.1. Compensate the Service Provider for all Services satisfactorily performed prior to date of termination plus all reimbursable expenses directly associated therewith, and proceed with the Project utilizing the services of other Service Providers, reserving unto itself the right to seek from the Service Provider any damages it may be lawfully entitled to receive.

5.10. In the event of termination, regardless of cause, the Service Provider shall deliver to the City all documents as specified in Paragraph 3.1 for which the City has compensated the Service Provider.

5.11. Termination expenses are in addition to compensation for Services, and include expenses which are directly attributable to termination. Termination expenses shall be actual out-of-pocket costs or expenses incurred by Service Provider as a result of termination not the Service Provider's fault.

SECTION 6
MISCELLANEOUS PROVISIONS

6.1. This Agreement shall be governed by the laws of the State of Iowa.

6.2. The Woodbury County, Iowa, District Court shall have jurisdiction over any litigation between the City and Service Provider over any matter arising out of this Agreement.

6.3. This is a contract for services. Therefore, City shall not be bound to the successors, executors, administrators, assigns or legal representatives of the Service Provider in respect to the covenants and obligations of this Agreement absent specific written agreement to be so bound.

6.4. Neither City nor the Service Provider shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Service Provider from employing such independent Service Providers, associates, and subcontractors as it may deem appropriate to assist him in the performance of services hereunder.

6.5. This Agreement represents the entire and integrated agreement between the City and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Service Provider.
6.6. Nothing contained in this Agreement shall create a contractual relationship with or a cause
of action in favor of a third party against either City or Service Provider.

6.7. Service Provider shall have the right to include representations of the Services, among the
Service Provider’s promotional and professional materials. Service Provider’s materials
shall not include City’s confidential or proprietary information if City has previously advised
the Service Provider in writing of the specific information considered by City to be
confidential or proprietary. Service Provider shall not use the design materials in any way
which may jeopardize City’s entitlement to state or federal funds.

6.8. Service Provider agrees to assist and cooperate with City in any arbitration or litigation
involving another person and arising out of services performed by Service Provider under
this Agreement. City agrees to pay Service Provider for all services rendered in
accordance with the provisions of Paragraph 8.2.3.3. If, however, negligence by Service
Provider is found to exist by the factfinder, City shall have no obligation to reimburse
Service Provider for services rendered in defending that allegation.

6.9. Neither the Project Manager nor City’s review, approval or acceptance of, nor payment for,
any of the services required under this contract shall be construed to operate as a waiver
of any rights under this contract or of any cause of action arising out of the performance of
this contract, and Service Provider shall be and remain liable to City in accordance with
applicable law for all damages to City caused by Service Provider’s negligent performance
of any of the services furnished under this Contract.

6.10. The rights and remedies of City provided for under this contract are in addition to any other
rights and remedies provided by law.

6.11. Both parties shall be absolved from liability for any act, omission, or circumstances
occasioned by any cause whatsoever not within the control of the party affected thereby
and which such party could not, by reasonable diligence, have avoided. Such acts,
omissions, or circumstances, however, shall not relieve such party of liability in the event
of its failure to use reasonable diligence to remedy the situation and remove the cause in
an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the
occurrence of the caused relied on. The requirement that any force majeure be remedied
with all reasonable dispatch shall not require the settlement of strikes or labor
controversies by acceding to the demands of the opposing party or parties.

6.13. All Services described on Exhibit "A" under basic services shall be completed by the time
specified in Exhibit "A". If additional services are requested which delay Service Provider in
meeting any of these dates, Service Provider shall be entitled to more time to complete the
Services specified.

6.14. Service Provider shall not be responsible for the acts or omissions of City, City’s other
Service Providers, contractors, and subcontractors, any of their agents or employees, or
any other persons performing any of the work other than those parties identified in Section
1.1.1. above.

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

6.16 In the case of a conflict between the provisions herein and any other attachment to this Agreement, the provisions set forth above will govern, unless otherwise specifically agreed to in writing.

SECTION 7
INSURANCE AND INDEMNIFICATION

7.1. The Service Provider shall procure and maintain during the term of this Agreement and subject to availability and at a comparable price for two years thereafter professional liability [errors and omissions] insurance in the amount of $1,000,000.00.

7.2. The Service Provider shall secure and maintain such insurance policies as will protect Service Provider from claims for bodily injuries, death or property damage which may arise from the performance of any work under this Agreement. The following insurance policies are required:

7.2.1 Statutory Workers' Compensation – A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages:
   (a) Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
   (b) Employer's Liability Insurance with the following limits:
       - Bodily injury by accident each accident……………………..$500,000
       - Bodily injury by disease each accident……………………..$500,000
       - Bodily injury by disease policy limit…………………………$500,000

7.2.2 Comprehensive General Liability
   (a) Occurrence……………………………………………………..$1,000,000
   (b) Aggregate ………………………………………………………$2,000,000
   (c) Personal and Advertising Injury Limit………………………. $1,000,000
   (d) Products Completed Operations Aggregate Limit …………… $2,000,000
   (e) Fire Damage Limit (any one fire)……………………………...$50,000
   (f) Medical Damage Limit (any one person)……………………….$5,000

7.2.3 Automobile Public Liability and Property Damage
   (a) Combined Single Limit ………………………………………….$1,000,000

7.2.4 Umbrella Policy
   $2,000,000

7.3. Certificates of Insurance acceptable to the City indicating insurance required by this Article in force shall be filed with the City prior to commencing any work hereunder. These certificates shall contain a provision that coverage under these policies shall not be canceled until at least thirty days' prior written notice has been given to the City. The City shall be named an additional insured on the Certificate of Insurance for the Comprehensive General Liability and Automobile coverage and Umbrella Liability. All policies will be primary and non-contributory.

7.4. Service Provider shall indemnify and save City harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment designed by Service Provider or from the use of any process designed by Service Provider.
or effected by said apparatus or equipment, and Service Provider shall indemnify and save City harmless from and against all costs, counsel fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that City shall promptly transmit to Service Provider all papers served on City in any suit involving such claim of infringement, and provided further, that City permits Service Provider to have entire charge and control of the defense of any such suit.

7.5. Service Provider will indemnify, hold harmless and defend the City, its elected officials, officers, employers, and agents against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expense (including attorney fees) arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider’s or Service Provider’s employee, agent, Service Provider or contractor’s negligent, willful or unlawful acts or omissions or breach of Agreement or (ii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

SECTION 8
PAYMENTS TO THE SERVICE PROVIDER

8.1. REIMBURSABLE EXPENSES.

8.1.1. Reimbursable expenses are actual expenses incurred by the Service Provider and Service Provider’s employees and Service Providers in the interests of the Project, as identified in Exhibit "A" or as agreed for additional services. If reimbursable expenses are not itemized on Exhibit "A", no charge for reimbursable expenses may be made by the Service Provider for basic services.

8.2. METHOD OF PAYMENTS FOR SERVICES AND EXPENSES OF SERVICE PROVIDER.

8.2.1. City shall pay Service Provider for basic services performed as described on Exhibit "A", a maximum amount as set forth on Exhibit "A". Exhibit "A", "Service Provider's Project Budget" attached hereto, which is a part of this Agreement, sets forth the costs of services, special Service Providers, a reimbursable expenses budget, and a grand total. Billings for services shall be on the basis of the charges set forth therein. The absolute maximum amount payable to the Service Provider for the basic services contemplated by the Agreement is the total sum stated on Exhibit "A". Service Provider assumes complete responsibility for the accuracy of the budget. City is entitled to any savings in the budgeted figures realized during the course of the Project.

8.2.2. City shall pay Service Provider for contingent basic services performed as described on Exhibit "A", under the heading of "Description of Contingent Basic Services", if any, a maximum amount as set forth on Exhibit "A". Exhibit "A", "Service Provider's Project Budget" under the heading "Contingent Basic Services Fee" attached hereto, which is a part of this Agreement, and which sets forth the costs of services, special Service Providers, a reimbursable expenses budget and a grand total. If reimbursable expenses are not itemized on Exhibit "A" no charge for reimbursable expenses may be made by the Service Provider for contingent basic services. Billings for services shall be on the basis of the charges set forth therein. The absolute maximum amount payable to the Service Provider for the contingent basic services contemplated by the Agreement is the total sum stated on Exhibit "A". Service Provider assumes complete responsibility for the accuracy of the budget. City is entitled to any savings in the budgeted figures realized during the course of the Project.
8.2.3. Additional Services. In the event additional services are desired by the City, the same shall be requested by written order which shall specify the additional services and maximum charge therefore including any special Service Providers and reimbursable expenses and shall be signed by the Service Provider and Project Manager. City shall pay Service Provider for additional services rendered under Section 1 as follows:

8.2.3.1. For additional services rendered by Service Provider, the charges set forth in Exhibit "B" for basic services shall be the basis for determining the charges for additional services plus agreed upon reimbursable expenses.

8.2.3.2. For additional services and reimbursable expenses of a special Service Provider employed by Service Provider as part of additional services, the amount billed to Service Provider therefor.

8.2.3.3. For the services rendered by principals and employees as Service Providers or witnesses in any litigation, hearing or proceedings in accordance with Paragraph 6.8, at a rate to be negotiated.

8.3. Service Provider shall submit monthly statements for basic and additional services rendered and for allowable reimbursable expenses incurred to the Project Manager based upon actual work completed during the billing period. City shall make prompt monthly payments in response to Service Provider's monthly statements.

8.4. If City fails to make any payment due Service Provider for services and expenses within thirty days after receipt of Service Provider's bill therefor, the amounts due Service Provider shall include a charge at the rate of 1% per month from said thirtieth day, and in addition, Service Provider may, after giving seven days' written notice to City, suspend services under this Agreement until he has been paid in full all amounts due the Service Provider for services and expenses.

SECTION 9
HAZARDOUS ENVIRONMENT

9.1. The City has disclosed to the best of its knowledge to the Service Provider the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material located at, on, or near the site, including type, quantity and location. No additional compensation to perform the services shall be allowed to the Service Provider based upon all disclosed hazardous materials. Service Provider warrants that the Service Provider has given due consideration to the disclosure in preparing Exhibits "A and/or B".

9.2. If there has been no disclosure prior to the date of this agreement, the City represents to the Service Provider that to the best of its knowledge a hazardous environmental condition does not exist.

9.3. If a hazardous environmental condition is encountered or alleged, Service Provider shall have the obligation to notify City and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

9.4. If there has been no disclosure of a known hazardous environmental condition, the Service Provider's scope of service does not include any services related to a hazardous environmental condition. In the event Service Provider or any other party encounters a hazardous environmental condition, Service Provider may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until City: (i) retains appropriate specialist Service Provider(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove
the hazardous environmental condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations.

9.5. If Service Provider's services under this agreement can not be performed because of a hazard environmental condition, the existence of the condition shall justify Service Provider terminating this agreement for cause on 30 days notice. The provisions of paragraph 5.7 shall apply.
FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL VOID THE BID.

Signature of authorized person:

Signed: 

Date Of Bid: 9/17/20

Estimated delivery date: 9/22/20 bid delivery

INFORMAL INVITATION TO BID

************** BID DUE DATE & TIME **************
* You are invited to bid, and bids will be received for consideration at:
* Purchasing Office
* Room 408, City Hall
* 405 6th Street
* Sioux City, IA, 51101
* no later than:
* 3:00 PM on September 22, 2020
* on all items listed herein or attached hereto. *

If you have questions or need further assistance please call (712)279-6237

1. Bidder may bid on items in his line and omit those items with which he is not familiar. All items bid shall be new and unused unless otherwise provided.

2. Bidder shall not substitute on items designated by "NO SUBSTITUTE". All other items can be substituted and the bidder shall indicate and describe the item quoted.

3. City reserves the right to reject all bids; to accept any item or group of items bid unless the bidder qualifies his bid by specific limitations.

4. All prices quoted shall be F.O.B. SIOUX CITY, IOWA and delivered as shall be designated.

5. Discount terms: ______ % ______ days.
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<tr>
<th>ITEM NO.</th>
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<th>Item Description</th>
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*...* 

IF ITEM #6 EXCEEDS $25,000 THEN BID MUST BE ACCOMPANIED BY A BID BOND FOR THE AMOUNT OF ITEM #6. A PERFORMANCE, PAYMENT AND MAINTENANCE BOND WILL BE REQUIRED FOR THE LINE #6 AMOUNT.
Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

1. **My company is authorized to transact business in Iowa.**
   - Yes [ ]
   - No [ ]

   (To help you determine if your company is authorized, please review the worksheet on the next page).

2. **My company has an office to transact business in Iowa.**
   - Yes [ ]
   - No [ ]

3. **My company's office in Iowa is suitable for responding to requests for information on this project.**
   - Yes [ ]
   - No [ ]

4. **My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.**
   - Yes [ ]
   - No [ ]

5. **My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.**
   - Yes [ ]
   - No [ ]

   If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

   If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

---

Part B

To be completed by resident bidders

- My company has maintained offices in Iowa during the past 3 years at the following addresses:
  1. From: Date: / / / / / / Address: City, State, Zip:
  2. To: Date: / / / / / / Address: City, State, Zip:
  3. From: Date: / / / / / / Address: City, State, Zip:

You may attach additional sheet(s) if needed.

---

Part C

To be completed by non-resident bidders

- Name of home state or foreign country reported to the Iowa Secretary of State:
  - KANSAS

2. Does your company’s home state or foreign country offer preferences to bidders who are residents? [ ] Yes [ ] No

3. If you answered "Yes" to question 2, identify each preference offered by your company’s home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

---

Part D

To be completed by all bidders

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: TBS Electronics, Inc.

Signature: [Signature]

Date: 09/11/2020

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commission.

300-601 02-14
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**
10/08/2020

**PRODUCER**
Peoples/Commercial Insurance Svcs.
1415 SW Topeka Blvd.
Topeka KS 66612-1818

**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**
10/08/2020

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

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

**INSURED**
TBS Electronics Inc
5225 SW TOPEKA BLVD
TOPEKA KS 66609-1140

**INSURER(S) AFFORDING COVERAGE**
NAIC #
INSURER A: Cincinnati Insurance Company 10677
INSURER B: Technology Insurance Company 42375
INSURER C:
INSURER D:
INSURER E:
INSURER F:

**COVERAGES**

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<td></td>
<td>MED EXP (Any one person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMM/PROD AGG</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OTHER</td>
</tr>
<tr>
<td>A</td>
<td>AUTO LIABILITY</td>
<td>X ANY AUTO</td>
<td>COMBINED SINGLE LIMIT</td>
</tr>
<tr>
<td></td>
<td>Owned Autos Only</td>
<td>X HIRED</td>
<td>BOODY INJURY (Per accident)</td>
</tr>
<tr>
<td></td>
<td>Non-Owned Autos Only</td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>X OCCUR</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE Y N</td>
<td>EXCESS LIAB</td>
<td>AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DEP</td>
<td>10,000</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION</td>
<td>N/A</td>
<td>X PER STATUTE</td>
</tr>
<tr>
<td></td>
<td>AND EMPLOYERS' LIABILITY</td>
<td>N/A</td>
<td>X OTHER</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/OWNER/EXECUTIVE</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OFFICER/MEMBER EXCLUDED?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Mandatory in NH)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, describe under</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**POLICY NUMBER:** ECP 0428485
**POLICY EFF (MM/DD/YYYY):** 03/09/2020
**POLICY EXP (MM/DD/YYYY):** 03/09/2023
**LIMITS:** EACH OCCURRENCE $2,000,000, DAMAGE TO RENTED PREMISES (Per occurrence) $2,000,000, MED EXP (Any one person) $10,000, PERSONAL & ADV INJURY $2,000,000, GENERAL AGGREGATE $3,000,000, PRODUCTS - COMM/PROD AGG $3,000,000.

**POLICY NUMBER:** EBA 0428485
**POLICY EFF (MM/DD/YYYY):** 03/09/2020
**POLICY EXP (MM/DD/YYYY):** 03/09/2021
**LIMITS:** COMBINED SINGLE LIMIT (Per accident) $1,000,000, BOODY INJURY (Per person) $, BOODY INJURY (Per accident) $, PROPERTY DAMAGE (Per accident) $, $.

**POLICY NUMBER:** ECP 0428485
**POLICY EFF (MM/DD/YYYY):** 03/09/2020
**POLICY EXP (MM/DD/YYYY):** 03/09/2023
**LIMITS:** EACH OCCURRENCE $2,000,000, AGGREGATE $2,000,000.

**CANCELLATION**

**CERTIFICATE HOLDER**
City of Sioux City, Iowa
405 6th St.
PO Bo 447
Sioux City IA 51102

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

**AUTHORIZED REPRESENTATIVE**

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CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020 ACTION ITEM # 7C

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

SUBJECT: Resolution awarding a purchase order to ASI Signage Innovations of Omaha, Nebraska in the amount of $198,026.08 for the purchase of thirty-one (31) wayfinding signs (RFQ #263544).

RECOMMENDATION:
Staff respectfully requests the City Council award a purchase order to ASI Signage Innovations of Omaha, Nebraska in the amount of $198,026.08 for the purchase of thirty-one (31) wayfinding signs (RFQ #263544).

DISCUSSION:
City staff would like to purchase thirty-one (31) wayfinding signs to be strategically placed in downtown Sioux City. City staff worked with Downtown Partners to provide specifications and bid out the project. The purchase order is broken down as follows:

- Sixteen (16) Vehicular Guide, 4” Text
- Three (3) Gateway ID
- Nine (9) Vehicular Trailblazer
- Three (3) Pedestrian Kiosk

The signs will be assembled and ready for installation in the Spring. City staff will be bidding out the installation of the required foundations and anchor system. City staff will then install and maintain the signs. Vendors were asked to submit the cost to prepare and ship the signs to the City and pricing if additional signs were to be purchased in one (1) year and/or two (2) years.

City staff has attached the ASI Signage Innovations artwork included in their proposal.
Invitations to bid were sent to seven (7) vendors able to provide signage. Three (3) bids were received and are as follows:

<table>
<thead>
<tr>
<th></th>
<th>ASI Signage Innovations Omaha, NE</th>
<th>MC Group/Icon Innovations Rolling Meadows, ILL</th>
<th>ASI Signage Innovations Omaha, NE</th>
<th>Image Manufacturing Group Norcross, GA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>$198,026.08</td>
<td>$201,083.00</td>
<td>$217,526.08</td>
<td>$228,346.00</td>
</tr>
<tr>
<td>Year Two Price</td>
<td>Bid plus 3%</td>
<td>Bid plus 5%</td>
<td>Bid plus 3%</td>
<td>Bid plus 10%</td>
</tr>
<tr>
<td>Year Three Price</td>
<td>Bid plus 6%</td>
<td>Bid plus 5%</td>
<td>Bid plus 6%</td>
<td>Bid plus 15%</td>
</tr>
<tr>
<td>Price Difference from Low Bid</td>
<td>Not Applicable</td>
<td>$3,056.92</td>
<td>$19,500.00</td>
<td>$28,319.92</td>
</tr>
<tr>
<td>Percentage Difference from Low Bid</td>
<td>Not Applicable</td>
<td>1.54%</td>
<td>9.85%</td>
<td>14.30%</td>
</tr>
</tbody>
</table>

**FINANCIAL IMPACT:**
Funds will be used from Finance account 301-7901-463.22-49, Community Development, Construction in Progress, Repair and Improvements, Project 663-222, which has an available balance of $237,994.00, and Finance account 301-5901-473.22-49, Parks and Recreation, Capital Improvements, Repairs and Improvement, Project 719-011, Annual Median Enhancement, which has a project balance of $197,082.58.

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

**ALTERNATIVES:**
Reject the bids.

**ATTACHMENTS:**
Resolution
ASI Signage Innovations’ Drawings
RESOLUTION NO. 2020 - 

RESOLUTION AWARDING A PURCHASE ORDER TO ASI SIGNAGE INNOVATIONS OF OMAHA, NEBRASKA IN THE AMOUNT OF $198,026.08 FOR THE PURCHASE OF THIRTY-ONE (31) WAYFINDING SIGNS (RFQ #263544).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that a purchase order be issued to ASI Signage Innovations of Omaha, Nebraska in the amount of $198,026.08 for the purchase of thirty-one (31) wayfinding signs (RFQ #263544).

PASSED AND APPROVED: October 19, 2020

Robert E. Scott, Mayor

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

MEETING DATE: October 19, 2020 ACTION ITEM # 7D

FROM: Mike Collett, Assistant City Manager

SUBJECT: Resolution awarding a purchase order to Gillig LLC of Hayward, California, in an amount not to exceed $1,361,852.00 for the purchase of one (1) 29 foot and two (2) 35 foot heavy-duty, low-floor diesel buses for the Sioux City Transit System (Accounting Contract No. 22317).

RECOMMENDATION:
Staff respectfully requests Council approve a resolution to issue a purchase order to Gillig LLC, 25800 Clawiter Road, Hayward, California, in an amount not to exceed $1,361,852.00 for one (1) 29 foot and two (2) 35 foot heavy-duty, low-floor diesel buses for the Sioux City Transit System.

DISCUSSION:
This purchase will replace three buses in the current fleet. City representatives checked various buses and prices and are recommending these buses to meet the needs of the public transit bus system. The service life of the buses is expected to be at least 12 years.

A procurement process for ADA accessible, heavy duty buses on a purchasing contract with the Iowa Department of Transportation and Gillig LLC, 25800 Clawiter Road, Hayward, California 94545, Bid Proposal #OPT2018HDB, to purchase buses provides the Sioux City Transit System the opportunity to replace a transit bus. The projected delivery time from submission of the purchase order is 12 to 14 months.

City Council previously approved acceptance of the IDOT Joint Participation Agreement per Resolution No. 2020-0518.

FINANCIAL IMPACT:
Federal Funds (85%), in the amount of $1,170,960.00, have been secured under 49 U.S.C. 5339 from the Federal Transit Administration on behalf of Iowa public transit systems, Agreement Number 2019-008-01-FY19, Accounting Contract Number #22317.

Local funds are available in 609-6759-488-43-01 Rolling Equipment/Licensed Vehicles.

RELATIONSHIP TO STRATEGIC PLAN:
Infrastructure: We will invest in Infrastructure to attract and retain business, spur residential growth and increase quality of life.
ALTERNATIVES:

Not purchase the buses.

ATTACHMENTS:

Resolution
Iowa Department of Transportation Purchasing Section OPT2018HDB
Gillig LLC Bus Price Quote Dated 10/5/2020
RESOLUTION NO. 2020 -

RESOLUTION AWARDING A PURCHASE ORDER TO GILLIG LLC OF HAYWARD, CALIFORNIA, IN AN AMOUNT NOT TO EXCEED $1,361,852.00 FOR THE PURCHASE OF ONE (1) 29 FOOT AND TWO (2) 35 FOOT HEAVY-DUTY, LOW-FLOOR DIESEL BUSES FOR THE SIOUX CITY TRANSIT SYSTEM (ACCOUNTING CONTRACT NO. 22317).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that a purchase order be issued to Gillig LLC, 25800 Clawiter Road, Hayward, California, in an amount not to exceed $1,361,852.00 for the purchase of one (1) 29 foot and two (2) 35 foot heavy-duty, low-floor diesel buses for the Sioux City Transit System.

PASSED AND APPROVED: __October 19, 2020__

Robert E. Scott, Mayor

ATTEST: ________________________

Lisa L. McCardle, City Clerk
Iowa DOT Office of Public Transit
ADA Vehicle for Public Transit Use Contract

THIS CONTRACT is between the Iowa Department of Transportation, Office of Public Transit, Ames, IA (hereinafter "Agency") and Gildig LLC (hereinafter "Supplier").

1) Supplier hereby agrees to furnish machinery, equipment, materials, and supplies, or to provide services, as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for ADA Accessible Vehicles for Public Transit as of on September 25th, 2018, at the agreed prices or rates bid on proposal OPT2018146B
   - Contact Person: Chad Engel
   - Phone Number: 515-362-6916
   - Fed ID #: 26-3685384
   - Email: Chad.Engel@gildig.com

2) The parties agree that the following documents shall be considered part of this contract:
   - Agency's notice and instruction to bidders dated in IFB # OPT2018146B 7/9/18
   - Supplier's proposal, with applicable attachments
   - Agency's submitted general and detailed plans, specifications, configurations, etc.
   - Standard terms and conditions listed in IFB # OPT2018146B
   - All applicable State and Federal requirements and certifications listed in IFB # OPT2018146B

3) Suppliers agree to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both as required herein, on or before the 16th day of October 2018 and will furnish all specified machinery, equipment, materials, and supplies at fixed stated rates until the 16th day of October 2020.

4) The parties agree that the time is of the essence of this contract and that it contains all the terms and conditions agreed upon by them. Purchase Orders are a business agreement between the purchaser (i.e. transit agency) and the vendor. Iowa DOT shall be indemnified in any disputes between the purchaser and vendor.

5) The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate and controversy arising under this contract.

6) For good cause and as consideration for executing this contract, Supplier shall, through its duly authorized agent, convey, sell, assign, and transfer to the State of Iowa all rights, titles and interests in and to all easements of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa relating to the particular goods and/or services purchased or acquired hereunder by the State of Iowa through the Agency or its designated purchasing agencies.

7) Supplier certifies that it is not in violation of Iowa Code section 314.2314.2 Interest in contract prohibited. No state or county official or employee, elected or appointive, shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or causeway, or the furnishing of materials therefor. The setting of a contract in violation of the foregoing provisions shall invalidate the contract and such violation shall be complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.

8) Supplier certifies that it is an Equal Opportunity Employer and that it will, in the performance of this contract, comply with all state and federal laws prohibiting discrimination.

9) By executing this contract, the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code sections 423.1 (42) & (43). The Vendor also acknowledges that the Agency may rescind the contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representatives filing for damages for breach of contract.

10) The parties agree that Supplier shall comply with the terms of this contract Supplier shall pay Agency as liquidated damages and not as a penalty the amount as specified on purchased equipment stated in the IFB Instructions.

By: ____________________________  By: ____________________________

JOSEPH POPLARCIPIC, VICE PRESIDENT
(Vendor Signature)

(Agency Signature, Ryan Ward, Procurement Administrator)

DATE: OCTOBER 18, 2018  DATE: 10-16-18
### Price Variance

**10/5/2020**

**Sioux City, IA on State of Iowa IFB OPT018HDB Contract**

(1) 29' Diesel Low Floor Buses, SN: TBD

<table>
<thead>
<tr>
<th>Item</th>
<th>Iowa Dot</th>
<th>Sioux City, IA</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BRT Styling Package</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Engine</strong></td>
<td>L9 280 HP</td>
<td>L9 280 HP</td>
<td>-</td>
</tr>
<tr>
<td><strong>2021 EPA Mandated Emissions Change</strong></td>
<td>Not Included</td>
<td>Required (Budgetary)</td>
<td>2,900.00</td>
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<td><strong>Auxiliary Engine Oil Filter</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Coolant Filter</strong></td>
<td>Standard Fleetguard</td>
<td>Standard Fleetguard</td>
<td>-</td>
</tr>
<tr>
<td><strong>Engine Fuel Filter</strong></td>
<td>Standard Fleetguard</td>
<td>Standard Fleetguard</td>
<td>-</td>
</tr>
<tr>
<td><strong>Starter</strong></td>
<td>Delco 42MT</td>
<td>Delco 42MT</td>
<td>-</td>
</tr>
<tr>
<td><strong>Alternator</strong></td>
<td>Niehoff C803D</td>
<td>Niehoff C803D</td>
<td>-</td>
</tr>
<tr>
<td><strong>Engine Block Heater</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Air Restriction Indicator</strong></td>
<td>Donaldson Informer</td>
<td>Donaldson Informer</td>
<td>-</td>
</tr>
<tr>
<td><strong>E-Coat Rad/CAC</strong></td>
<td>Included</td>
<td>Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Radiator</strong></td>
<td>Modine E-Fan</td>
<td>Modine E-Fan</td>
<td>-</td>
</tr>
<tr>
<td><strong>Radiator Tank Guard</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Engine Oil Extractor Port</strong></td>
<td>Titan Probalizer</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Transmission</strong></td>
<td>Voith D864.6</td>
<td>Allison B400R</td>
<td>3,923.00</td>
</tr>
<tr>
<td><strong>FuelSense 2.0 Max</strong></td>
<td>Not Included</td>
<td>Required</td>
<td>551.00</td>
</tr>
<tr>
<td><strong>Retarder Lamp (Rear)</strong></td>
<td>Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Trans Oil Extractor Port</strong></td>
<td>Titan Probalizer</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Axle Hub Seals</strong></td>
<td>C/R Oil (Front &amp; Rear)</td>
<td>Grease (Front) &amp; C/R Oil (Rear)</td>
<td>60.00</td>
</tr>
<tr>
<td><strong>Wheel Mounting</strong></td>
<td>Hub Piloted</td>
<td>Hub Piloted</td>
<td>-</td>
</tr>
<tr>
<td><strong>Brakes</strong></td>
<td>Drum</td>
<td>Drum</td>
<td>-</td>
</tr>
<tr>
<td><strong>Hubodometer</strong></td>
<td>Included</td>
<td>Not Required</td>
<td>(50.00)</td>
</tr>
<tr>
<td><strong>Hubodometer Guard</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Automatic Traction Control (ATC)</strong></td>
<td>Included</td>
<td>Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Wheels</strong></td>
<td>Six (6) Steel</td>
<td>Full Polished Aluminum</td>
<td>1,575.00</td>
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<tr>
<td><strong>Tires</strong></td>
<td>Not Included</td>
<td>Customer Furnished</td>
<td>-</td>
</tr>
<tr>
<td><strong>Electric Steering Assist</strong></td>
<td>Not Included</td>
<td>Required</td>
<td>2,652.00</td>
</tr>
<tr>
<td><strong>Steering Wheel</strong></td>
<td>20&quot; Non Paded</td>
<td>16&quot; VIP Soft Touch</td>
<td>77.00</td>
</tr>
<tr>
<td><strong>Fuel Fill</strong></td>
<td>(1) Gravity Fill</td>
<td>(1) Gravity Fill</td>
<td>-</td>
</tr>
<tr>
<td><strong>Diesel Fuel Gauge</strong></td>
<td>Included</td>
<td>Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Rear Run Box Gauges</strong></td>
<td>Oil Pressure &amp; Coolant Temperature Electrical Gauges</td>
<td>Oil Pressure &amp; Coolant Temperature Electrical Gauges</td>
<td>-</td>
</tr>
<tr>
<td><strong>Rear Hand Throttle</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Electrical Tow Connection</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Automatic Drain Valve</strong></td>
<td>Included</td>
<td>Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Engine Skid Protector</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Batteries</strong></td>
<td>(2) 8D DEKA AGM</td>
<td>(2) 8D DEKA</td>
<td>(515.00)</td>
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<tr>
<td><strong>Battery Jump Start Connector</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Wheelchair Ramp</strong></td>
<td>Lift-U LU18</td>
<td>Lift-U LU18</td>
<td>-</td>
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<tr>
<td><strong>HVAC Motors (TK)</strong></td>
<td>Brushless</td>
<td>Permanent Magnet</td>
<td>(2,285.00)</td>
</tr>
<tr>
<td><strong>HVAC Compressor (TK)</strong></td>
<td>X426</td>
<td>X426</td>
<td>-</td>
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<tr>
<td><strong>Refrigerant</strong></td>
<td>R134A</td>
<td>R134A</td>
<td>-</td>
</tr>
<tr>
<td><strong>Refrigerant Pressure Display</strong></td>
<td>Not Included</td>
<td>Not Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Fresh Air Make-Up</strong></td>
<td>Required</td>
<td>Not Required</td>
<td>(156.00)</td>
</tr>
<tr>
<td><strong>Drivers Heater Motors</strong></td>
<td>Brushless</td>
<td>Brushless</td>
<td>-</td>
</tr>
<tr>
<td><strong>Front Step Heater</strong></td>
<td>Included</td>
<td>Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Exit Door Heater</strong></td>
<td>Included</td>
<td>Required</td>
<td>-</td>
</tr>
<tr>
<td><strong>Underseat Heater</strong></td>
<td>Included</td>
<td>Required</td>
<td>-</td>
</tr>
</tbody>
</table>
## PRICE VARIANCE

10/5/2020

SIOUX CITY, IA ON STATE OF IOWA IFB OPT018HDB CONTRACT
(1) 29' DIESEL LOW FLOOR BUSES, SN: TBD

<table>
<thead>
<tr>
<th>ITEM</th>
<th>IOWA DOT</th>
<th>SIOUX CITY, IA</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AUX DRIVERS FAN</strong></td>
<td>TWO (2)</td>
<td>TWO (2)</td>
<td>-</td>
</tr>
<tr>
<td><strong>AUXILIARY COOLANT HEATER</strong></td>
<td>PROHEAT (105,000 BTU)</td>
<td>PROHEAT (105,000 BTU)</td>
<td>-</td>
</tr>
<tr>
<td><strong>REAR DOOR</strong></td>
<td>34&quot; SWING-OUT</td>
<td>34&quot; SWING-OUT</td>
<td>-</td>
</tr>
<tr>
<td><strong>REAR DOOR CONTROLS</strong></td>
<td>VTOUCH CONTROL (TOUCH BARS)</td>
<td>FULL DRIVER CONTROL</td>
<td>(468.00)</td>
</tr>
<tr>
<td><strong>INTERIOR AD FRAME</strong></td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td><strong>EXTERIOR AD FRAME</strong></td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td><strong>FRONT AD FRAME</strong></td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>186.00</td>
</tr>
<tr>
<td><strong>CURBSIDE AD FRAME</strong></td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>302.00</td>
</tr>
<tr>
<td><strong>STREETSIDE AD FRAME</strong></td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>302.00</td>
</tr>
<tr>
<td><strong>REAR AD FRAME (OPEN BACK)</strong></td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>240.00</td>
</tr>
<tr>
<td><strong>PASSENGER SEATS</strong></td>
<td>AMSECO INSIGHT W/A.R.M. RESTRAINTS (23-PASSENGERS)</td>
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<td>RECARO ERGO METRO (AM80), HEAD REST, 2-POINT RESTRAINT</td>
<td>RECARO ERGO METRO (AM80), W/ADJ D-LOOP, RETRACTORS 3-POINT ORANGE RESTRAINT, SEAT BUCKLE ALARM &amp; ADJ ARMREST (RH)</td>
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<td><strong>PASSENGER SIGNALS</strong></td>
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<td>BONDED FRAME, FULL FIXED</td>
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<td><strong>EXTERIOR LAMPS (STOP, TAIL, TURN)</strong></td>
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<td>DIAMOND MODEL SV, W/2 VAULTS</td>
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## Price Variance

### 10/5/2020

**Sioux City, IA on State of Iowa IFB OPT018HDB Contract**

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<th>Variance</th>
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<td><strong>Hand Mic</strong></td>
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<td><strong>Transfer Cutter</strong></td>
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<td><strong>Automatic Passenger Counter</strong></td>
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<td><strong>Destination Signs</strong></td>
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<td><strong>Dash Mtd Front Run Sign</strong></td>
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<td>Plywood 1st &amp; 2nd Steps, &amp; Composite at 3rd Step</td>
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<td><strong>Fire Suppression System</strong></td>
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<td><strong>Traffic Light Preemption</strong></td>
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<td>9 - Camera Pre-Wire System Only</td>
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<td><strong>Bloodborn Pathogens Kit</strong></td>
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<td><strong>Drivers Dash Engine Gauges</strong></td>
<td>Air Gauge &amp; Speedometer</td>
<td>Air Gauge, Oil Pressure, Speedometer, Coolant Temperature &amp; (1) Voltmeter</td>
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## PRICE VARIANCE

**10/5/2020**

**SIoux City, IA on State of Iowa IFB OPT018HDB Contract**

**1) 29' Diesel Low Floor Buses, SN: TBD**

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<td>Ext Warranty (Structural Integrity Due to Corrosion)</td>
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<td>7 Years / 350,000 Miles</td>
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<td>Warranty (All Others)</td>
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Sioux City, IA Variance: 41,260.00

Iowa Dot 29' Diesel Low Floor Base Unit Price (10/16/2018): 398,456.00

Delivery Adj: INCL

Sioux City, IA 29' Diesel Low Floor Base Unit Price: 439,716.00

Spare / Tooling Budget: 

Sioux City, IA 29' Diesel Low Floor Current Price (10/05/2020): 439,716.00

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**PAGE 4 OF 4**
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<td>----------</td>
</tr>
<tr>
<td>AUXILIARY COOLANT HEATER</td>
<td>PROHEAT (105,000 BTU)</td>
<td>PROHEAT (105,000 BTU)</td>
<td>-</td>
</tr>
<tr>
<td>REAR DOOR</td>
<td>34&quot; SWING-OUT</td>
<td>34&quot; SWING-OUT</td>
<td>-</td>
</tr>
<tr>
<td>REAR DOOR CONTROLS</td>
<td>VTOUCH CONTROL (TOUCH BARS)</td>
<td>FULL DRIVER CONTROL</td>
<td>(468.00)</td>
</tr>
<tr>
<td>INTERIOR AD FRAME</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>EXTERIOR AD FRAME</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>FRONT AD FRAME</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>186.00</td>
</tr>
<tr>
<td>CURBSIDE AD FRAME</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>302.00</td>
</tr>
<tr>
<td>STREETSIDE AD FRAME</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>302.00</td>
</tr>
<tr>
<td>REAR AD FRAME (OPEN BACK)</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>240.00</td>
</tr>
<tr>
<td>PASSENGER SEATS</td>
<td>AMSECO INSIGHT</td>
<td>USSC GEMINI, W/T2C INSERTS &amp; (1) Q'POD ON STREET SIDE</td>
<td>(382.00)</td>
</tr>
<tr>
<td>Q'STRAINT QUANTUM</td>
<td>NOT INCLUDED</td>
<td>REQUIRED (CURBSIDE)</td>
<td>11,244.00</td>
</tr>
<tr>
<td>DRIVERS SEAT</td>
<td>RECARO ERGO METRO (AM80), HEAD REST, 2-POINT RESTRAINT</td>
<td>RECARO ERGO METRO (AM80), W/ADJ D-LOOP, RETRACTORS 3-POINT ORANGE RESTRAINT, SEAT BUCKLE ALARM &amp; ADJ ARMREST (RH)</td>
<td>910.00</td>
</tr>
<tr>
<td>ELECTRICAL STORAGE BOX (STREET-SIDE)</td>
<td>44&quot; TALL</td>
<td>44&quot; TALL</td>
<td>-</td>
</tr>
<tr>
<td>STORAGE BOX (CURB SIDE)</td>
<td>INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>PASSENGER SIGNALS</td>
<td>PULL CORDS</td>
<td>PULL CORDS</td>
<td>-</td>
</tr>
<tr>
<td>REAR DOOR PASSENGER SIGNAL</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>NYLON GRAB STRAPS</td>
<td>(10) INCLUDED</td>
<td>(6) REQUIRED</td>
<td>(40.00)</td>
</tr>
<tr>
<td>DRIVERS BARRIER</td>
<td>WRAP AROUND W/OUT SCHEDULE HOLDERS</td>
<td>WRAP AROUND W/OUT SCHEDULE HOLDERS</td>
<td>-</td>
</tr>
<tr>
<td>DRIVERS SECURITY ENCLOSURE</td>
<td>NOT INCLUDED</td>
<td>REQUIRED (PLEXIGLASS)</td>
<td>893.00</td>
</tr>
<tr>
<td>PASSENGER INFO STATION</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>SCHEDULE RACKS</td>
<td>NOT INCLUDED</td>
<td>(3) INNOCOM 3.75&quot;X7X1.5&quot; (SHIPPED LOOSE)</td>
<td>54.00</td>
</tr>
<tr>
<td>MODESTY PANEL FWD OF REAR DOOR</td>
<td>INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>FRONT CURB SIDE WHEEL WELL PACKAGE RACK</td>
<td>INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>STANCHIONS &amp; GRAB RAILS &amp; MODESTY PANEL TUBES</td>
<td>YELLOW POWDER COATED</td>
<td>SSTL</td>
<td>(400.00)</td>
</tr>
<tr>
<td>PASSENGER WINDOWS</td>
<td>STD FRAME, FULL FIXED</td>
<td>BONDED FRAME, FULL FIXED</td>
<td>4,332.00</td>
</tr>
<tr>
<td>HEADLAMPS</td>
<td>LED LOW &amp; HIGH</td>
<td>LED LOW &amp; HIGH</td>
<td>-</td>
</tr>
<tr>
<td>EXTERIOR LAMPS (STOP, TAIL, TURN)</td>
<td>4-LAMP SYSTEM/LED 4&quot; ROUND</td>
<td>4-LAMP SYSTEM/LED 7&quot; ROUND</td>
<td>235.00</td>
</tr>
<tr>
<td>UPPER REAR CAP GRILLE AUX LAMPS</td>
<td>NOT INCLUDED</td>
<td>(2) 7&quot; RED LIGHTS</td>
<td>160.00</td>
</tr>
<tr>
<td>FRONT &amp; REAR DOOR PORCH LAMPS</td>
<td>REQUIRED</td>
<td>NOT REQUIRED</td>
<td>(161.00)</td>
</tr>
<tr>
<td>INTERIOR LAMPS</td>
<td>I/O CONTROLS LED</td>
<td>I/O CONTROLS LED - SAPPHIRE LIGHTING</td>
<td>870.00</td>
</tr>
<tr>
<td>PLEASURE RADIO</td>
<td>NOT INCLUDED</td>
<td>REI AM/FM, CD, MP3, USB, SD PLAYER</td>
<td>404.00</td>
</tr>
<tr>
<td>PLEASURE RADIO ANTENNA &amp; CABLE</td>
<td>INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>DRIVERS SPEAKER</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>60.00</td>
</tr>
<tr>
<td>FAREBOX GUARD</td>
<td>NOT INCLUDED</td>
<td>DIAMOND MODEL SV, W/2 VAULTS</td>
<td>1,363.00</td>
</tr>
<tr>
<td>FAREBOX LAMP</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>199.00</td>
</tr>
<tr>
<td>2-WAY RADIO</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>2-WAY RADIO ANTENNAS</td>
<td>INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
</tbody>
</table>
### PRICE VARIANCE

10/5/2020

**SIoux City, IA on State of Iowa IFB OPT018HDB Contract**

(2) 35' Diesel Low-Floor Buses, SN: TBD

<table>
<thead>
<tr>
<th>ITEM</th>
<th>IOWA DOT</th>
<th>SIOUX CITY, IA</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voice Annunciator</td>
<td>NOT INCLUDED</td>
<td>HANOVER, HTC AVA SYSTEM</td>
<td>6,943.00</td>
</tr>
<tr>
<td>Boom Mic</td>
<td>INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Hand Mic</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Transfer Cutter</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Automatic Passenger Counter</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Destination Signs (Front, Curbside &amp; Rear)</td>
<td>HANOVER, AMBER LED</td>
<td>HANOVER, AMBER LED</td>
<td>-</td>
</tr>
<tr>
<td>Heated Front Sign Glazing</td>
<td>INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Dash Mtd Front Run Sign</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Floor Panels</td>
<td>PLYWOOD 1ST &amp; 2ND STEPS, &amp; COMPOSITE AT 3RD STEP</td>
<td>PLYWOOD 1ST &amp; 2ND STEPS, &amp; COMPOSITE AT 3RD STEP</td>
<td>-</td>
</tr>
<tr>
<td>Flooring Material</td>
<td>ALTRO</td>
<td>ALTRO</td>
<td>-</td>
</tr>
<tr>
<td>Floor Drains</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>629.00</td>
</tr>
<tr>
<td>SSTL Trim on Wheelhoings</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Roof Hatches</td>
<td>(1) MANUAL</td>
<td>(2) MANUAL</td>
<td>337.00</td>
</tr>
<tr>
<td>Exterior Mirrors (Street-Side)</td>
<td>8X11, 1-PC REMOTE, HEATED, W/5&quot; ROUND MANUAL, NON-HEATED CONVEX</td>
<td>8X15 2-PC, MANUAL, NON-HEATED CONVEX</td>
<td>15.00</td>
</tr>
<tr>
<td>Exterior Mirrors (Curb-Side)</td>
<td>8X11, 1-PC, W/ 5X7 CONVEX REMOTE HEATED</td>
<td>8X15 2-PC, MANUAL, NON-HEATED CONVEX</td>
<td>(80.00)</td>
</tr>
<tr>
<td>I/O Multifunction Display (MFD)</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Fire Suppression System</td>
<td>INCLUDED</td>
<td>NOT REQUIRED</td>
<td>(3,900.00)</td>
</tr>
<tr>
<td>Traffic Light Preemption</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Video Surveillance System</td>
<td>6 - CAMERA PRE-WIRE SYSTEM ONLY</td>
<td>9 - CAMERA PRE-WIRE SYSTEM ONLY</td>
<td>690.00</td>
</tr>
<tr>
<td>Bike Rack</td>
<td>NOT INCLUDED</td>
<td>SPORTSWORKS DL2 SSTL</td>
<td>1,433.00</td>
</tr>
<tr>
<td>Bike Rack Mirror</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Bike Rack Deployed Lamp</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Bike Rack Mounted AD Frame</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>291.00</td>
</tr>
<tr>
<td>Fire Extinguisher</td>
<td>INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>First Aid Kit</td>
<td>INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Bloodborne Pathogens Kit</td>
<td>INCLUDED</td>
<td>REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Bio-Hazard Kit</td>
<td>INCLUDED</td>
<td>NOT REQUIRED</td>
<td>(25.00)</td>
</tr>
<tr>
<td>CPR MOUTHPIECE/SHIELD</td>
<td>INCLUDED</td>
<td>NOT REQUIRED</td>
<td>(25.00)</td>
</tr>
<tr>
<td>Web Cutter</td>
<td>SURE-LOK #8705</td>
<td>NOT REQUIRED</td>
<td>(15.00)</td>
</tr>
<tr>
<td>Fire Blanket</td>
<td>INCLUDED</td>
<td>NOT REQUIRED</td>
<td>(60.00)</td>
</tr>
<tr>
<td>Drivers Dash Engine Gauges</td>
<td>AIR GAUGE &amp; SPEEDOMETER</td>
<td>AIR GAUGE, OIL PRESSURE, SPEEDOMETER, COOLANT TEMPERATURE &amp; (1) VOLTMETER</td>
<td>159.00</td>
</tr>
<tr>
<td>Big Gulp Cup Holder</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>37.00</td>
</tr>
<tr>
<td>Waste Container</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>290.00</td>
</tr>
<tr>
<td>Paper Towel Holder (Behind Driver's Seat)</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>44.00</td>
</tr>
<tr>
<td>Adjustable Pedals</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>1,201.00</td>
</tr>
<tr>
<td>APC/ITS System</td>
<td>NOT INCLUDED</td>
<td>NOT REQUIRED</td>
<td>-</td>
</tr>
<tr>
<td>Exterior Paint</td>
<td>NOT INCLUDED</td>
<td>2-COLORS</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Clear Coat Bus</td>
<td>NOT INCLUDED</td>
<td>REQUIRED</td>
<td>904.00</td>
</tr>
<tr>
<td>Roof Numbers</td>
<td>INCLUDED</td>
<td>NOT REQUIRED</td>
<td>(50.00)</td>
</tr>
<tr>
<td>Exterior Graphics</td>
<td>IOWA DOT DESIGN</td>
<td>SIOUX CITY, IA DESIGN (SAME AS LAST ORDER)</td>
<td>2,701.00</td>
</tr>
</tbody>
</table>
## PRICE VARIANCE

10/5/2020

SIOUX CITY, IA ON STATE OF IOWA IFB OPT018HDB CONTRACT

(2) 35' DIESEL LOW FLOOR BUSES, SN: TBD

<table>
<thead>
<tr>
<th>ITEM</th>
<th>IOWA DOT</th>
<th>SIOUX CITY, IA</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXT WARRANTY (STRUCTURAL INTEGRITY DUE TO CORROSION)</td>
<td>12 YEARS / 500,000 MILES</td>
<td>7 YEARS / 350,000 MILES</td>
<td>(300.00)</td>
</tr>
<tr>
<td>EXT WARRANTY (ENGINE L9)</td>
<td>2 YEARS / UNL MILES</td>
<td>5 YEARS / 300,000 MILES</td>
<td>5,202.00</td>
</tr>
<tr>
<td>EXT WARRANTY (TRANSMISSION)</td>
<td>2 YEARS / UNL MILES</td>
<td>5 YEARS / 300,000 MILES</td>
<td>2,964.00</td>
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<tr>
<td>EXT WARRANTY (HVAC)</td>
<td>2 YEARS / UNL MILES</td>
<td>3 YEARS / UNL MILES</td>
<td>1,865.00</td>
</tr>
<tr>
<td>WARRANTY (ALL OTHERS)</td>
<td>BASE COVERAGE PER CONTRACT</td>
<td>BASE COVERAGE PER CONTRACT</td>
<td>-</td>
</tr>
</tbody>
</table>

SIOUX CITY, IA VARIANCES                  52,122.00

IOWA DOT 35' DIESEL LOW FLOOR BASE UNIT PRICE (10/16/2018) 404,381.00

DELIVERY ADJ                                INCL

SIOUX CITY, IA 35' DIESEL LOW FLOOR BASE UNIT PRICE 456,503.00

SPARE / TOOLING BUDGET                      4,565.00

SIOUX CITY, IA 35' DIESEL LOW FLOOR CURRENT PRICE (10/05/2020) 461,068.00
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020 ACTION ITEM # 8

FROM: Teresa Fitch, Finance Director

SUBJECT: Approve total payments issued for the reporting period of September 2020, in the amount of $16,148,142.41 and fund transfers for the reporting period of September 2020.

RECOMMENDATION:
Staff respectfully requests the Council to approve the total payments issued for September 2020 and fund transfers for September 2020 on Monday’s Agenda.

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

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

Effective April 13, 2019, the City Finance Committee approved changes to Administrative Rules code 545-2 requiring greater disclosure for all transfers. A listing of all fund transfers from September 2020 are included for review and approval. See transfer listing attached.

FINANCIAL IMPACT:
None

RELATIONSHIP TO STRATEGIC PLAN:
This action shows the City’s effort to maintain sound fiscal policy in dealing with the City’s budget and financial assets and relates to the Trust and Open Communication values in the strategic plan.
**ALTERNATIVES:**
Under the Code of Iowa, all checks issued must be approved by the City Council.

**ATTACHMENTS:**
None

**Note** There were no transfers for September 2020.
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020
ACTIONS ITEM # 9

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

A. ON-PREMISE SALES

1. CLASS B BEER PERMIT (beer/carry-out beer/wine coolers)
   a. Maude’s Pizza & Ice Cream Parlor, 4400 Sergeant Road, Suite No. 536B (New)
2. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
   a. Jim’s, 4503 Stone Avenue (Renewal)
3. SPECIAL CLASS C LIQUOR LICENSE (wine/beer/wine coolers/carry-out)
   a. Cone Park, 3800 Line Drive (Renewal)

SUBJECT: B. OFF-PREMISE SALES

1. CLASS B WINE PERMIT (wine only)
   a. Circle S Gordon Drive, 2520 Gordon Drive (Renewal)
2. CLASS B NATIVE WINE PERMIT (Iowa wine only)
   a. Circle S Riverside, 2404 Riverside Boulevard (Renewal)
3. CLASS C BEER PERMIT (beer/wine coolers)
   a. Circle S Gordon Drive, 2520 Gordon Drive (Renewal)
   b. Circle S Riverside, 2404 Riverside Boulevard (Renewal)
   c. Hy-Vee Gas No. 3, 3333 Gordon Drive (Renewal)
4. CLASS E LIQUOR LICENSE (liquor only)
   a. Circle S Gordon Drive, 2520 Gordon Drive (Renewal)

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

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

Property tax records were verified and taxes are paid to date; the business utility accounts are

Reviewed By: x Department Director Finance Department x City Attorney x City Manager
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 $103,614.42 in FY 2020.

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

1. **Call to Order**
   John Vodochodsky, Chair, called the meeting to order at 4:00 p.m. The following members being present on call of the roll: John Vodochodsky, Amy Macfarlane, Adam Fullerton, Doug Strohbeen and Larry Obermeyer. Absent: Anna Vestweber and Mark Custer. Also present were the following City Staff members: Larissa Carrell, David Carney, and Ed Pickens

2. **Approve minutes for the July 7, 2020 meeting**
   Macfarlane (Obermeyer) recommended approval of the minutes from the July 7, 2020 meeting. All present voted aye. (5-0)

3. **Student Intern**
   John Vodochodsky introduced Jackson Presha, a Morningside College History Major. Presha who needs intern hours for school and is willing to help us with survey research for our new downtown district. Welcome Jackson.

4. **Old Business**
   a. **Historic Preservation Week Cancelled.**
      Amy Macfarlane spoke briefly, after attempting to reschedule Historic Preservation Week multiple times, it had been decided to cancel for the 2020 year.
   
      b. **Removing Dakota Kenney from the Historic Preservation Commission.**
      Larissa Carrell stated that Mr. Kenney has been removed from the Historic Preservation Commission due to absences.
   
      c. **Discussion on the “Go Live” date for the Historic Preservation Commission Website.**
      Larissa Carrell stated that she is still working on getting a “Go Live” date.
   
      d. **Coronavirus.**
      Larissa Carrell gave a brief update on the current phases going forward with opening City Hall back up. We also discussed how this may affect the HPC meetings.

5. **New Business**
   a. **Brick Cross Walk repair on Historic 4th Street.**
      Ed Pickens and Dave Carney came to speak with the Historic Preservation Commission about the brick cross walks on Historic 4th Street that need repair. Ed and Dave presented the photos of the cross walks that need repair. The Commission was presented with some options other than brick, such as stenciling or vinyl covering. The Commission had a general discussion on the different options and thoughts on the products. Dave asked about funding. Larissa stated she would look at the CIP Budget to see if there is funding available and can enter it if needed. Larry mentioned options of grants. Larissa and Dave thought that could be a viable option; possibly with a match. Ed asked the Commission if they would be okay with the removal of the
brick until they can be repaired. The Commission agreed that is a good idea and good for safety.

b. **Monthly Financial Report**
   Larissa Carrell stated the current balance is $9,023.00.

c. **CLG Grant Application.**
   Larry Obermeyer and Larissa Carrell went over the CLG preapplication and any questions or concerns the Commission members may have. Larry mentioned needing pictures and maybe some support letters from local businesses. Larissa mentioned she will reach out to Mac Dolan to get a support letter and get some pictures.

d. **Commission Members helping with research for the upcoming survey.**
   John Vodochodsky mentioned that he needs all Commission members to be willing to help with the upcoming surveys and stated again that Jackson Presha is willing to help with that research. Larissa Carrell mentioned that Mark Custer is a good resource and has an outline/SOP on how to complete a survey.

e. **Commission helping the City with vandalism.**
   John Vodochodsky brought up the growing concern with the resent vandalism that has happened around Sioux City. John mentioned talking to Council and or Police Department about the Historic Preservation Commission providing cameras with live feed. Doug Strohbeen agreed and thought that would be a good thing to spend Historic Preservation money on. Larissa Carrell stated that she is unsure if the Council or Police Department would approve this and the cost to cover all areas that could be vandalized would be a greater amount then the Commission has available.

f. **Vacancy’s on the Historic Preservation Commission.**
   Larissa Carrell stated there are three (3) openings on the Commission. Carrell suggested talking with people and spreading the word about the openings. Carrell also stated she was posting on Facebook about the openings. There was talk among Commission members on posting the vacancy’s in the Sioux City Journal.

6. **Announcements / Other Business**

On motion by Strohbeen (Macfarlane) the meeting adjourned at 5:06 p.m. The next scheduled meeting will be held at City Hall Pre-Council Chambers, on Tuesday, September 1, 2020 at 4:00 p.m.

________________________  -or-  _______________________
John Vodochodsky, Chair  Mark Custer, Vice-Chair
A meeting of the Human Rights Commission was held at 5:30 p.m. via Zoom.

**Commissioners Present**
Julie Berens (Chair)
Kendra Bergenske
Mary Day
Charlotte Gorter
Rev. Richard Moore
Billy Oyadare
Steele Welcher
Tracy Winters
Chris Jensen

**Commissioners Absent**
Robert Stewart (excused)
Don Scarlett (excused)

**Staff Present**
Karen Mackey
Connie Anstey (Legal)
Jessica Ryan

**Staff Absent**
Haley Hines (excused)
Tani Russell (excused)
Sharon Holder (excused)

1. Roll call

Meeting was called to order by Julie Berens, Chairperson, at 5:36 p.m.

2. Closed Session

Ms. Day moved to go into closed session of the Commission to review or discuss records which are required or authorized by Iowa Code Section 21.5(1)(a) or (f) or federal law to be kept confidential. Ms. Berens seconded. All voted in favor.

Ms. Gorter moved to return to open session, Mr. Oyadare seconded. All voted in favor to return to open session.

After returning to open session, Ms. Day moved to accept staff finding of Probable Cause in Case 11-1496; Mr. Oyadare seconded. All voted in favor. No objections or abstentions. In Case 11-1523 Ms. Winters motioned to authorize the three commissioners reading the case to issue a finding on behalf of the commission and authorize the Chair to sign if there is a finding of Probable Cause. Mr. Jensen seconded. All voted in favor. No objections or abstentions. In Case 11-1515 Ms. Winters motioned to authorize proceeding to litigation if no settlement can be reached in a timely manner. Ms. Day seconded. All voted in favor. No objections or abstentions.

3. Upcoming Events
   a. Faces of Siouxland Multicultural Fair (Sunday, August 30, 2020)

In light of several other cancellations and the ongoing healthy and safety concerns, the commission feels it appropriate to cancel the event for the 2020 year. Ms. Berens made a motion to cancel the event. Ms. Day seconded All voted in favor. No objections or abstentions.
4. Staff reports

Ms. Mackey shared the financial impact of COVID-19 was being acutely felt by other non-profits. She asked that commissioners encourage members of the community to think of other non-profits if they are in a position to give charitably. Ms. Mackey reminded commissioners that there is no meeting scheduled for July and the next meeting is August 6, 2020.

5. Old Business

None

6. New Business

None

7. Citizen concerns

8. Adjournment

There being no further business, Mr. Jensen motioned to adjourn; Ms. Winters seconded. All voted aye. Meeting adjourned at 6:37 p.m.

Respectfully Submitted:

Jessica Ryan, Administrative Secretary
A meeting of the Human Rights Commission was held at 5:30 p.m. in Council Chambers.

**Commissioners Present**
- Julie Berens (Chair)
- Chris Jensen
- Mary Day
- Charlotte Gorter
- Billy Oyadare
- Don Scarlett
- Steele Welcher

**Staff Present**
- Karen Mackey (via Zoom)
- Connie Anstey (Legal)
- Jessica Ryan
- Haley Hines
- Tani Russell

**Commissioners Absent**
- Rev. Richard Moore (excused)
- Kendra Bergenske (excused)
- Tracy Winters (excuse)
- Robert Stewart (excused)

**Staff Absent**
- Sharon Holder (excused)
- Samantha Kappler (excuse)

1. **Roll call**

Meeting was called to order by Julie Berens, Chairperson, at 5:36 p.m.

2. **Approval of the minutes of the August 8, 2020 meeting.**

Ms. Berens motioned to approve the minutes from the August 8, 2020 meeting; Ms. Day approved the motion, Mr. Scarlett seconded. All voted aye. Minutes stand approved.

3. **Closed Session**

Mr. Oyadare motioned to go into closed session of the Commission to review or discuss records which are required or authorized by Iowa Code Section 21.5(1)(a) or (f) or federal law to be kept confidential. Mr. Scarlett Seconded. All voted in favor no objections or abstention.

Mr. Scarlett moved to return to open session, Ms. Gorter secondeed. All voted in favor to return to open session.

After returning to open session, Mr. Jensen moved to accept staff finding of Probable Cause in Case 11-1480; Mr. Scarlett seconded. All voted in favor. No objections. Ms. Gorter moved to accept staff findings of No Probable Cause in Case 11-1514; Ms. Day seconded. All in favor. No objections. No abstentions.

4. **Upcoming Events**

21 Day Race Equity Challenge information was shared. Karen will inform of upcoming details. Universal Human Rights Day in December; discussion of social distancing options and formats. General programming for 2021 impacted by Covid-19 will include alternative strategies. A new date for Faces will be reserved.
5. Staff reports
Karen was not in the office to complete a report. Administrative secretary position was hired and starting soon.

6. Old Business
   a. Discussion of Karen’s review. Ms. Day did not receive in time [subsequently approved]. Mr. Scarlett motioned to approve evaluation subject to any modifications who have not had the opportunity to review. Mr. Jensen seconded. All voted in favor no objections no abstentions.
   b. Karen’s salary discussed. Mr. Jensen feels it appropriate to get salary above mid-range for position. Mr. Scarlett motioned to approve the salary increase of 5.725%, Ms. Day seconded. All approved unanimous.

7. New Business
   Discussion of concerns of in person Commissioner meetings. Mr. Jensen recommends Zoom option.

8. Citizen concerns
   No citizen concerns.

9. Adjournment
   There being no further business, Mr. Scarlett motioned to adjourn; Ms. Gorter seconded. All voted aye. Meeting adjourned at 6:30 p.m.

   Respectfully Submitted:

   Tani Russell, Clerical Assistant
The regular meeting of the Board of Trustees of the Sioux City Public Library was held on Wednesday, September 23, 2020 in the Gleeson Room of The Aalfs Downtown Library.

1. President Stanley called the meeting to order at 3:36 p.m.

2. The following trustees were present on call of the roll: Andrew Clausen, Heidi Reinking, Todd Stanley and Jane Vereen. Absent: Terry Dahlquist, Charles McKenny and Genevieve Radosti.

   Staff members present included: Helen Rigdon and Angela Beeck

3. The agenda was approved.

4. Approve the Minutes – August 19, 2020 [Action Item]

   Vereen moved approval of the minutes from August 19, 2020. Clausen seconded; all voting aye. Motion approved unanimously.

5. Director’s Report

   Rigdon described the hours of operation and appointment schedule for reopening on October 5 at the Aalfs Downtown Library. A portion of the computers in the computer lab will be available for patrons to allow for social distancing and a limited amount of furniture will be available. Contactless curbside pickup began at the Aalfs Downtown Library on September 14. Carpet has been replaced in the lower level of the Aalfs Downtown Library from the June 10, 2020 water main break and affected staff have begun moving back to their workspaces. Rigdon attended a supervisor training session for all Department Directors of the City of Sioux City. Two supervisors from the Library will attend a 12-week supervisors training course through Western Iowa Tech Community College. Reference staff continue their virtual program “Reference Roundtable”.

6. Financial Reports

   A. Expenditures: Approve Claims [Action Item]

   Clausen moved approval of claims as submitted. Vereen seconded; all voting aye. Motion approved unanimously.

   B. 2020-2021 Monthly Budget Summary

   Trustees reviewed the report.

7. Unfinished Business

   A. Capital Improvement Project Update

   Rigdon, Beeck and Stan LaFave, City Maintenance Supervisor, met with an engineer on August 6, 2020 to discuss the Capital Improvement Project of replacing the two steam boilers at the Aalfs Downtown Library. We are waiting on recommendations
from the engineer and hope to bid the new boilers next spring and have replaced by the end of summer 2021.

8. New Business
   A. Foundation Endowment Distribution Budget [Action Item]
      The Sioux City Public Library Foundation Finance Committee recently met with officials from Security National Bank. The amount of the Foundation Endowment distribution to the Sioux City Public Library this year is $84,730. The annual Sioux City Public Library Foundation meeting is September 24, 2020. Rigdon is recommending that the endowment fund half the salary of the Graphics and Communications Specialist position, as it has for several years and fund the remaining balance of the Morningside Branch Library Renovation account, with the remainder to be held in reserve to help with Library special projects. A possible special project is the installation of a permanent glass barrier at all service desks.

      Vereen moved to approve the budget expenditures for the Library Foundation Endowment distribution as presented. Reinking seconded; all voting aye. Motion approved unanimously.

   B. Staff In-Service Day Update
      In 2018 the Library Board approved for an all staff in-service day to be held each Veteran’s Day and to close all Library branches that day. Rigdon shared that due to concerns of COVID-19 and not having a facility large enough to social distance it has been decided to cancel the in-service day this year and Library branches will offer services that day. We will make plans for next year.

   C. City Council Memo/Annual Report [Action Item]
      Due to the joint City Council/Library Board of Trustees meeting being canceled because of the pandemic, Rigdon has created the attached memo to present to the City Council along with the Library’s Annual Report. While this isn’t the same type of interaction as the joint meeting lends itself to, this will place the Annual Report in front of the City Council and help highlight the achievements of the Board and Library staff.

      Reinking moved to approve the presented memo and Sioux City Public Library Annual Report 2019-2020 to be sent to the City Council. Clausen seconded; all voting aye. Motion approved unanimously.

   D. Morningside Branch Library Closed November 3, 2020 [Action Item]
      The Morningside Branch Library will serve as a polling place on November 3, 2020. Due to the large turnout expected for the general election, Rigdon is concerned about staff health and safety if the Branch was open that day and that staff will have to spend the majority of the time policing people entering to put on masks. Rigdon is asking the Board to approve the closing of the Morningside Branch Library on November 3rd, allowing the Branch to just be a polling location on that day.

      Clausen moved to approve closing the Morningside Branch Library on November 3 to library services and remain a polling location. Vereen seconded; all voting aye. Motion approved unanimously.

9. Public Comments
   No public attended
10. Trustee Concerns
    No Trustee Concerns

11. Next Meetings:
    A. Wednesday, October 21, 2020 3:30 p.m.
    B. Wednesday, November 18, 2020 3:30 p.m.
    C. Wednesday, December 16, 2020 3:30 p.m.

12. There being no further business, the meeting was adjourned at 4:23 p.m., on motion by Vereen, seconded by Clausen; all voting aye.

   Jane Vereen, Acting Secretary
   Angela Beeck, Assistant Secretary
A meeting of the Sioux City Public Museum Board of Trustees was held Friday, July 24, 2020 at 12:00 p.m. at the Sioux City Public Museum, 607 4th Street, Sioux City, Iowa.

**MEMBERS PRESENT**
- Greg Giles
- David Halaas
- Bruce Lear
- John Meyers
- Ben Nesselhuf
- Dave Somsky

**MEMBERS ABSENT**
- Amy DeGroot-Hammer
- Steve Hansen
- Deanna Mayo

**OTHERS PRESENT**

**CALLED TO ORDER:** Lear called the meeting to order at 12:04 p.m.

**MINUTES:** Halaas made a motion to approve the minutes of June 19, 2020 as submitted. The motion was seconded by Giles and passed unanimously.

**Financial Report:** Hansen reported the Museum returned money from our fiscal year City budget back to the City’s general fund. Hansen stated the Museum Association provides funding for the cost of the Museum’s exhibits, events, and educational programing and noted their revenue streams have been impacted this year with the closure of the Museum. Nesselhuf made a motion to approve the financial report. The motion was seconded by Meyers and passed unanimously.

**Museum Facilities:** Hansen reported the Museum has re-opened to the public and things are running smoothly. The Welcome Center has experienced some air conditioning issues which are being addressed.

**Exhibit and Events:** Hansen reported the annual car show and the annual Lewis and Clark Encampment normally held at the Welcome Center has been canceled for this year. The Museum held a walking tour with 15 people in attendance. Although the Museum has been impacted by the cancelation of summer programs, preschool groups and Beyond the Bell programing, we have seen a good response regarding our children’s pick-up and take-home activity packets and our on-line programming. The Museum will be hosting a Johnny Cash exhibit in October and was offered the opportunity to receive this exhibit early. Hansen stated the Saturday in the Park exhibit has received several good media hits. Dave Bernstein is also considering holding a private reception at the Museum for SITP volunteers in conjunction with the exhibit. Somsky noted the amount of artwork displayed in this exhibit is phenomenal.

**Museum & Welcome Center Re-Opening:** Hansen noted the Museum has been seeing visitors start coming in and about 75% are wearing masks. The Welcome Center is still closed to the public and Hansen suggested August 3 as a potential re-opening date. Staff has been working on installing plexiglass shields, hand sanitizing stations and social distancing signs at the Welcome Center. After discussion, Halaas made a motion to open the Sgt. Floyd River Museum and Welcome Center on a limited basis beginning August 3, allowing ten people at one time on the first floor only. The motion was seconded by Giles and passed unanimously.
NEW BUSINESS:
Loss of Museum Supporters: Hansen noted the loss of three long-time Museum supporters with the deaths of Ginny Peterson, Dr. James Hartje and most recently Irving Jensen, Jr. Hansen noted he has been assisting the Jensen family with borrowing items from the Danish Museum to be used during his funeral ceremony. Hansen noted Jensen was always a welcomed presence at the Museum and will be greatly missed.

Museum Director Evaluation: Mayo distributed copies of the Museum Director Evaluation packet. A discussion was held regarding the evaluation process and Meyers agreed to serve on the Evaluation Committee along with Chair Lear and Vice-Chair Nesselhuf. After discussion, it was determined all board members would submit a written evaluation by August 7. A compilation of all evaluations will be reviewed by the entire board during closed session at the Trustees next monthly meeting on August 14.

ADJOURNMENT: There being no further business, Meyers made a motion to adjourn the meeting at 12:43 p.m. The motion was seconded by Halaas and passed unanimously.

Respectfully Submitted,

Steve Hansen
Director – Sioux City Public Museum
A meeting of the Sioux City Public Museum Board of Trustees was held Friday, August 14, 2020 at 12:00 p.m. at the Sioux City Public Museum, 607 4th Street, Sioux City, Iowa.

MEMBERS PRESENT: Greg Giles, David Halaas, Bruce Lear, Ben Nesselhuf, Dave Somsky

MEMBERS ABSENT: Amy DeGroot-Hammer, John Meyers

OTHERS PRESENT: Steve Hansen, Deanna Mayo

CALLED TO ORDER: Lear called the meeting to order at 12:06 p.m.

MINUTES: Nesselhuf made a motion to approve the minutes of July 24, 2020 as submitted. The motion was seconded by Somsky and passed unanimously.

Financial Report: Hansen reported it is early in the budget cycle but all is tracking fine. Giles made a motion to approve the financial report as submitted. The motion was seconded by Nesselhuf and passed unanimously.

Museum Facilities: Hansen reported the Museum has been experiencing issues with the HVAC unit that cools and heats the Museum’s data room. The school district has been notified. Hansen stated the Museum had a leak in the Research Center’s breakroom during the last rain storm. The Welcome Center also experienced some leaks but the good news was that the Pilot House remained dry.

Exhibit and Events: Hansen reported the Museum’s History at High noon will once again be held on-line with this month featuring a program on the women’s suffrage campaign. This presentation will be a preview of the Museum’s next exhibit, The Women’s Suffrage Campaign in Sioux City that will open in September. The exhibit will be supplemented with a poster exhibit from the Smithsonian. Hansen noted staff held a zoom meeting with Hilferty regarding the new sports exhibit and stated he feels the progress being made is very encouraging. Hansen reported that he will be returning the Frank Howell exhibit to Geotech in Denver, Colorado the week of August 17.

Museum & Welcome Center Re-Opening: Hansen reported the Welcome Center has now reopened but noted attendance has been very quiet at both sites. Masks are being mandated at both locations. On two occasions at the Welcome Center, visitors expressed dissatisfaction that masks were required but most visitors have been accommodating. Hansen noted that prior to closing for COVID-19, the Museum’s attendance was trending to have been one of our better years. Hansen distributed information showing a break-down on the Museum’s digital engagement numbers and stated the numbers reflect a significant increase compared to last year’s numbers.

Motion to Go into Closed Session: At 12:20 p.m., Somsky made a motion to enter into Closed Session to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and
irreparable injury to that individual’s reputation and that individual requests a Closed Session. The motion was seconded by Giles and passed unanimously.

Motion to Return to Open Session:  At 12:35 p.m., Nesselhuf made a motion to return to Open Session. The motion was seconded by Somsky and passed unanimously.

NEW BUSINESS:
There was no new business to discuss.

ADJOURNMENT:  There being no further business, Somsky made a motion to adjourn the meeting at 12:39 p.m. The motion was seconded by Nesselhuf and passed unanimously.

Respectfully Submitted,

Steve Hansen
Director – Sioux City Public Museum
A meeting of the Sioux City Public Museum Board of Trustees was held Friday, September 11, 2020 at 12:00 p.m. at the Sioux City Public Museum, 607 4th Street, Sioux City, Iowa.

**MEMBERS PRESENT**
Amy DeGroot-Hammer  
Greg Giles  
Bruce Lear  
John Meyers  
Ben Nesselhuf  
Dave Somsky

**MEMBERS ABSENT**
David Halaas

**OTHERS PRESENT**
Steve Hansen  
Deanna Mayo

**CALLED TO ORDER:** Lear called the meeting to order at 12:05 p.m.

**MINUTES:** Nesselhuf made a motion to approve the minutes of August 14, 2020 as submitted. The motion was seconded by Giles and passed unanimously.

**Financial Report:** Hansen reported the Museum is currently advertising for a part-time weekend custodian position. The next fiscal year budget process has started and meetings with City Manager and Finance have been scheduled. Giles made a motion to approve the financial report as submitted. The motion was seconded by Nesselhuf and passed unanimously.

**Museum Facilities:** Hansen reported the Museum has not had any more leaks with the recent rain. All permanent exhibits have been running fine with no current issues.

**Exhibit and Events:** Hansen reported the Peirce Mansion has only held two rental events this month and noted the overall number of events as well as revenue streams for the Museum Association has been down. The Peirce Mansion will not hold their annual Halloween event due to COVID-19. They had over 1,000 visitors last year. Hansen noted The Women’s Suffrage Campaign exhibit is on display and includes a nice PowerPoint. The Saturday in the Park exhibit will be replaced by the traveling exhibit 1968: The Folsom Redemption. This Saturday the Museum will hold a Kids Day 2020 event. These socially distanced kid’s activities are held the 2nd Saturday of each month. Hansen noted the Sioux City School District is still participating in the Museum’s annual Fourth Grade History Projects exhibit but there is still no word on if or when school tour visits will resume. Hansen stated good news is the Museum’s digital numbers are off the chart with over 154,000 hits. The Museum’s History at High Noon program will remain on-line through the end of the year and staff is working on pushing other items on-line as well. Hansen reported the Sgt. Floyd Welcome Center has had good attendance driven from out-of-town visitors. Hansen stated the Museum has received a nice donation of books from the Irving Jensen, Jr. family.

**Museum Director Evaluation:** Lear reported the Director Evaluation has been completed and signed and will be on the City Council agenda on Monday, September 14 for final approval. Hansen thanked everyone for being involved with this process.

**NEW BUSINESS:**  
**Supervisor Training:** Hansen reported the City is holding a supervisory leadership training program at WIT. Approximately thirty City staff members will be participating and Mayo will be
attending on behalf of the Museum. Hansen stated department directors participated in a day-long overview session and noted the class will encompass a very good curriculum.

**October Board Meeting:** Hansen noted due to this being a slow period, the Trustees may want to consider if there is a need to hold an October meeting. Lear and Hansen will review prior to the October meeting date.

**ADJOURNMENT:** There being no further business, Nesselhuf made a motion to adjourn the meeting at 12:22 p.m. The motion was seconded by Meyers and passed unanimously.

Respectfully Submitted,

Steve Hansen
Director – Sioux City Public Museum
MINUTES
Woodbury County Information
and
Communication Commission

A meeting of the WCICCC Commission was held on September 9, 2020 at 8:05 a.m., the following Commission members were present: Jeff Sypersma, Matthew Ung and Pete Groetken. Absent: Rocky DeWitt and Julie Schoenherr.

I. Meeting Called to Order
Jeff Sypersma called the meeting to order at 8:05 a.m. The minutes from August 12, 2020 were approved. **3/0 Carried.**

II. Communications Center
Monthly Budget Report (Agenda item II. A.)

Informational

Open Items (Agenda item II. B.)

Glenn Sedivy shared personnel and building repair updates.

III. Information Systems
Department Update (Agenda item III. A.)

John Malloy shared updates on the following projects: Enterprise Switch Replacement, Expo Center Integration, Received Bids for City Telco System, Advertising IT Security Coordinator, email Password Self-Service Testing, Sent Laptop and Desktops Out to Bid for PC Replacement, Random PC Workstation Performance Issues, Scheduled Enterprise Firewall Rip & Replace, Enterprise-Wide Phishing Campaign, City Benefits System Version 2 and Vetting Backup Solutions for Cloud Based Data.

Open Items (Agenda item III. B.)

Jeff Sypersma asked when his term would be completed. WCICCC-IT agreed to verify the end date. A discussion followed on the process of replacing the Citizen Representative.

Matthew Ung asked for an update on the reclassification of the IT Director’s position. John Malloy provided an update from City Human Resources.

The regular meeting adjourned at 8:25 a.m., with the next meeting scheduled for October 14, 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: October 19, 2020 ACTION ITEM # 11

FROM: Jill M. Wanderscheid, Neighborhood Services Manager

SUBJECT: Hearing for an amendment to the United States Housing and Urban Development (HUD) Sioux City Consortium Year One FY 2020 Action Plan to allow for receipt of $1,453,510 in Community Development Block Grant Coronavirus (CDBG-CV) and $1,237,696 in Emergency Solutions Grant Coronavirus (ESG-CV) funding.

RECOMMENDATION:
Staff respectfully requests the City Council hold a hearing for an amendment to the United States Housing and Urban Development (HUD) Sioux City Consortium Year One FY 2020 Action Plan to allow for receipt of $1,453,510 in Community Development Block Grant Coronavirus (CDBG-CV) and $1,237,696 in Emergency Solutions Grant Coronavirus (ESG-CV) funding.

DISCUSSION:
The City of Sioux City is the Lead Agency for the Sioux City Consortium (Consortium). The Consortium consists of the cities of Sioux City, Iowa; Dakota City, Nebraska; and South Sioux City, Nebraska. HUD requires the Consortium to complete a Consolidated Plan every five years and an Action Plan every year to help identify housing needs in the Consortium and to receive entitlement funds. City Council approved the most recent FY 2020 Annual Action Plan on May 4, 2020 pursuant to Resolution No. 2020-0371. Since that time, the City has been allocated $1,453,510 in Community Development Block Grant Coronavirus (CDBG-CV) and $1,237,696 in Emergency Solutions Grant Coronavirus (ESG-CV) funding.

In order to receive the funding agreements for this CV funding, the City must now hold a public hearing and list the HUD categories the funds are proposed to be used within. Below is a listing of proposed general HUD categories and amounts. Per federal regulation, all future activities funded by CDBG-CV and ESG-CV funding must be used for activities that prevent, prepare for, and respond to COVID-19.

CDBG-CV
- Public Services: $448,510
- Special Economic Development Activities: $405,000
- Public Facilities and Improvements: $405,000
- Administration: $195,000
Within these HUD categories there are dozens of activities / programs / projects that could take place. At this point we simply need to state which categories we are interested in programming CDBG-CV and ESG-CV funding under. The funding agreements will then be released by HUD. Once they are approved by City Council staff will develop specific proposals regarding which activities to fund based on the COVID-19 related needs of our citizens, non-profits, and business community. All funding will assist individuals that are low to moderate income, businesses in low to moderate income areas or those that employ low to moderate income individuals, and nonprofits that serve low to moderate income households. If priorities change in the coming months these categories and amounts can be adjusted.

FINANCIAL IMPACT:
The completion of this public hearing and the FY 2020 Action Plan amendment are requirements in order to receive CDBG-CV and ESG-CV funding agreements.

RELATIONSHIP TO STRATEGIC PLAN:
Expand Development Opportunities and Grow Sioux City
7. Conduct an aggressive neighborhood rehabilitation program within three existing Sioux City neighborhoods and begin the planning of three new neighborhood areas.
8. Add 50 new affordable housing units to existing inventory.

ALTERNATIVES:
None.

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

MEETING DATE: October 19, 2020 ACTION ITEM # 12

FROM: Jeff Hanson, Community Development Operations Manager (SW)

SUBJECT: Hearing and Resolution accepting the proposal of CAL Ventures L.L.C. for the purchase of certain land in the Combined Central Sioux City -CBD Urban Renewal Area and authorizing sale of said property. (the vacated north/south alley abutting 615 Water Street)

RECOMMENDATION:
Staff respectfully requests Council approve the proposed resolution.

DISCUSSION:
On the agenda for Monday the City Council will be asked to conduct a public hearing and approve the proposal to sell the vacated north-south alley abutting 615 Water Street to CAL Ventures LLC. This portion of street was vacated by Ordinance No. 2020-0525 on July 6, 2020. CAL Ventures LLC owns the abutting property and would like to add the vacated right of way to the property that they own. The property owner has also agreed to allow City crews access to the Perry Creek channel crossing property that they own which lies north of 615 Water Street. An easement will be acquired at a later date. This is in the Combined Central Sioux City - CBD Urban Renewal Area.

The resolution on Monday’s agenda authorizes the issuance of a city deed to CAL Ventures LLC.

FINANCIAL IMPACT:
The amount of $8,000.00 will be received at time of closing.

RELATIONSHIP TO STRATEGIC PLAN:
Municipal Responsibility - Infrastructure
Focus Area – Expand Development Opportunities and Grow Sioux City

ALTERNATIVES:
Do not approve the resolution

ATTACHMENTS:
Proposed Resolution
Offer to Purchase
Aerial
RESOLUTION NO. 2020 - ____________
with attachments

RESOLUTION ACCEPTING THE PROPOSAL OF CAL VENTURES L.L.C. FOR THE PURCHASE OF CERTAIN LAND IN THE COMBINED CENTRAL SIOUX CITY -CBD URBAN RENEWAL AREA AND AUTHORIZING SALE OF SAID PROPERTY. (THE VACATED NORTH/SOUTH ALLEY ABUTTING 615 WATER STREET)

WHEREAS, in furtherance of the objectives of Chapter 403 of the Code of Iowa, the City of Sioux City, Iowa, has undertaken a program of redevelopment of blighted areas and economic development in the City, and in this connection, has instituted the Combined Central Sioux City -CBD Urban Renewal Area; and

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

WHEREAS, CAL Ventures L.L.C. has submitted a proposal to the City for the purchase of the following described property in the Combined Central Sioux City -CBD Urban Renewal Area:

That part of the vacated north/south alley abutting Lots 2-3 and Lots 10-11, Block 89, Sioux City East Addition to Sioux City, Woodbury County, Iowa. (Contains 1,600 square feet more or less.); and

WHEREAS, pursuant to Resolution No. 2020-0682 passed and approved by the City Council on September 14, 2020, the City indicated its intent to accept said proposal of CAL Ventures L.L.C., established a date and time for the submission of proposals by other interested parties, established a date and time for a hearing accepting such proposals, and authorized the publication of notice of such invitation, intent and hearing; and

WHEREAS, a hearing was held on the proposals so submitted and the City Council being fully advised in the premises is of the opinion and belief that it would be in the best interests of the City to accept the proposal of CAL Ventures L.L.C. for the purchase of said property and that accepting such proposal is in the public interests; and

WHEREAS, a city deed has been prepared for the purchase of said property pursuant to the terms of said proposal and should be approved as to form and content.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the city deed attached hereto providing for the sale of said property to CAL Ventures L.L.C. is hereby approved as to form and content and the Mayor and City Clerk be and they are hereby authorized and directed to execute same for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that upon receipt of the consideration fixed in said city deed and the costs incurred in this sale that the city deed be delivered to CAL Ventures L.L.C.

PASSED AND APPROVED: __October 19, 2020__

Robert E. Scott, Mayor

ATTEST: __________________________

Lisa L. McCardle, City Clerk
KNOW ALL MEN BY THESE PRESENTS:

That the City of Sioux City, Iowa, a municipal corporation, of the County of Woodbury, and State of Iowa, by its Mayor thereunto duly authorized, as hereinafter set forth, in consideration of the sum of EIGHT THOUSAND DOLLARS AND NO CENTS ($8,000.00) in hand paid by CAL Ventures L.L.C. of the County of Woodbury and State of Iowa, does hereby release, remise, convey and quit claim unto the said CAL Ventures L.L.C. all its right, title and interest in and to the following described premises situated in the County of Woodbury and State of Iowa, to-wit:

That part of the vacated north/south alley abutting Lots 2-3 and Lots 10-11, Block 89, Sioux City East Addition to Sioux City, Woodbury County, Iowa. (Contains 1,600 square feet more or less.)

(Subject to the right of the City of Sioux City, Iowa, to use said real estate in connection with the operation, maintenance, and replacement of any presently existing and installed public utility, above, below or beneath the ground, and subject to the same right on the part of public utility companies operating under franchise or special permit in the City of Sioux City, Iowa.)

This deed is executed under and by virtue of the authority vested in the Mayor of Sioux City, Iowa, under the provisions of which and in accordance herewith, this deed is executed and delivered.

IN WITNESS WHEREOF, the City of Sioux City, Iowa, has caused these Presents to be signed by its Mayor and the seal of said City duly attested by the City Clerk hereunto affixed this 19th day of October 2020.

CITY OF SIOUX CITY, IOWA

BY: _____________________________
    Robert E. Scott, Mayor
STATE OF IOWA

WOODBURY COUNTY

On this 19th day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert E. Scott and Lisa L. McCardle, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed to the foregoing instrument is the official seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in Resolution No. 2020-______ passed on the 19th day of October, 2020, and that Robert E. Scott and Lisa L. McCardle acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City.

BY: ______________________________
Notary Public in and for Iowa

Exempt from Transfer Tax pursuant to Chapter 428A.2(6).
OFFER TO PURCHASE VACATED PUBLIC RIGHT(S)-OF-WAY

The undersigned do hereby offer to purchase the following vacated street, alley, or other public right-of-way (common description): The vacated north/south alley abutting 615 Water Street.

And legally described as follows: That part of the vacated north south alley abutting Lots 2-3 and Lots 10-11, Block 89, Sioux City East Addition to Sioux City, Woodbury County, Iowa. (Contains 1,600 square feet more or less.)

according to the following procedure as established by the City Council, Sioux City, Iowa, a Municipal Corporation.

1. Purchase price of vacated streets and alleys is to be determined in accordance with Council Resolution 98/1-6796, as follows:
   a) For vacated street rights-of-way which are sold as developable lots (meaning the vacated land meets the definition of a zoning lot as per the Sioux City Zoning Ordinance) in residentially zoned areas: the value of the vacated land will be determined by a weighted average of the assessed valuation per square foot of abutting properties, with a zero to 25 percent deduction available for "faults." These faults could include drainage, vegetation or topography.
   b) For all other vacations of streets or alleys in residentially zoned areas, the value of the vacated land will be determined as 50% of the weighted average of the assessed valuation per square foot, of abutting properties.
   c) For those vacations involving commercial and industrial zoned land where vacated streets are being sold as developable lots (meaning the vacated land meets the definition of a zoning lot as per the Sioux City Zoning Ordinance), the property will be appraised, the cost of the appraisal to be paid by the applicant.
   d) For all other vacations of streets and alleys in commercial and industrial zoned land, the price of the land will be as 100% of the weighted average of the assessed value per square foot of the adjoining properties.
   e) The minimum sale price for all land will, in no case, be less than 25 cents per square foot.

2. The sale of other public lands may require that the purchase price be established by a professional appraiser or appraisers to be selected by the City. In such cases, the petitioner shall pay the cost of the appraisal.

3. All land sold is subject to the right of the City of Sioux City and franchised utility companies to use said land in connection with the operation and maintenance of any presently existing and installed public utilities, above or below the ground, unless specifically agreed otherwise by the City Council.

Formula Price $8,000.00 plus costs (DO NOT SEND PAYMENT AT THIS TIME).

Please print the exact name and mailing address you would like the title to the property place in, in the event the City Council approves your offer to purchase the vacated public right-of-way.

CAL Ventures LLC 412 Water St. Sioux City, IA 51103

This offer respectfully submitted with a full understanding of the above provisions on this 4th day of August 2020.

By: [Signature]

Phone: [Number]

Subscribed and sworn before me this 4th day of August 2020.

Notary Public in and for the State of Iowa

[Notary Seal]
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020
ACTION ITEM #: 13

FROM: Chris Myres, Economic Development Specialist

SUBJECT: Hearing and Resolution determining an area of the City to be a blighted area and economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for an urban renewal project; and adopting Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Project Area (Property located at 7101 Southbridge Drive and Alicia Avenue)

RECOMMENDATION:
Staff respectfully requests the City Council approve the proposed resolution.

DISCUSSION:
Urban Renewal Amendment:
On September 14, 2020, Council took the first step to amend the Donner Park Urban Renewal Area Plan to accommodate upcoming projects in the Southbridge Business Park. Today’s hearing and the approval of the attached Amendment No. 1 would complete the required process to amend the urban renewal plan and allow TIF from the Donner Park Urban Renewal Area to be used as a funding mechanism for these projects.

Sabre Industries Expansion:
As Council is aware, Sabre Industries has committed to expanding its Southbridge industrial campus to add a galvanizer and related improvements to the site. The expansion project represents a capital investment of nearly $25,000,000 and will create a total of 76 new jobs. The City provided the land for this expansion project as part of the original construction of the campus in 2012.

Staff intends to bring a development agreement to provide assistance to this project in the upcoming weeks. The development agreement would provide fifteen (15) years of tax rebates to the project (estimated at approximately $4,900,000). The development agreement would also commit the City to construct improvements to Andrew Avenue. Council approved a resolution of support for the City’s IDOT RISE application on August 31, 2020. The development agreement would commit the required 50% matching funds from the City (currently estimated at $671,078).
27 Flags Development:
Staff is working with several industrial prospects who are interested in developing facilities on the City-owned 27 Flags property in the Southbridge Business Park. Staff has prepared conceptual plans for lot layout, grading, stormwater facilities, utilities and roads in anticipation of multiple projects moving forward in the upcoming 12-18 months. A high estimate of the costs for these necessary improvements is $4,000,000. In addition to the necessary infrastructure improvements, Staff also anticipates financial assistance being offered to industrial prospects as part of a development agreement. The construction of these improvements and any future financial assistance would be funded with a combination of Tax Increment Financing generated by the developments as well as the proceeds from the sale of land.

FINANCIAL IMPACT:
The City’s commitments to each of these projects will be at least partially funded through the Donner Park TIF Fund. Development agreements detailing the City’s commitments to the Sabre Industries project will be brought to Council for consideration in the upcoming weeks.

RELATIONSHIP TO STRATEGIC PLAN:
To expand development opportunities, develop the resources to support economic growth, and develop new business sites.

ALTERNATIVES:
None Recommended

ATTACHMENTS:
Resolution
Amendment No. 1 – Donner Park Urban Renewal Plan
RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA AND ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AND ADOPTING AMENDMENT NO. 1 TO THE AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN FOR THE DONNER PARK URBAN RENEWAL PROJECT AREA (PROPERTY LOCATED AT 7101 SOUTHBRIDGE DRIVE AND ALICIA AVENUE)

WHEREAS, the City Council previously has found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and has approved and adopted the Donner Park Urban Renewal Plan on December 7, 1987, pursuant to Resolution No. 87/T-6002 and recorded in the office of the Woodbury County Recorder’s Office at Roll 195, Image 1135 and subsequent amendments to the same on September 12, 1988, pursuant to Resolution No. 88/T-6760 and recorded in the office of the Woodbury County Recorder’s Office at Roll 206, Image 2169; June 10, 1991, pursuant to No. 91/T-9955; October 12, 1992, pursuant to Resolution No. 92/U-549; December 20, 1993, pursuant to Resolution No. 93/U-1656; December 19, 1994, pursuant to Resolution No. 94/U-2783; March 24, 1997, pursuant to Resolution No. 97/U-5267 and recorded in the office of the Woodbury County Recorder’s Office at Roll 370, Image 1365; August 24, 2009, pursuant to Resolution No. 2009-0679 and recorded in the office of the Woodbury County Recorder’s Office at Roll 706, Image 482; September 13, 2010, pursuant to Resolution No. 2010-0670; December 10, 2012, pursuant to Resolution No. 2012-0842; May 13, 2013, pursuant to Resolution No. 2013-0377 and recorded in the office of the Woodbury County Recorder’s Office at Roll 729, Image 9458; November 25, 2013, pursuant to Resolution No. 2013-0877 and recorded in the office of the Woodbury County Recorder’s Office at Roll 733, Image 1229-1283; May 5, 2014, pursuant to Resolution No. 2014-0273 and recorded in the office of the Woodbury County Recorder’s Office at Roll 735, Image 3371-3392; September 8, 2014, pursuant to Resolution No. 2014-0665 and recorded in the office of the Woodbury County Recorder’s Office at Roll 737, Image 2883-2902; December 22, 2014, pursuant to Resolution No. 2014-0939 and recorded in the office of the Woodbury County Recorder’s Office at Roll 739, Image 266-332; April 27, 2015, pursuant to Resolution No. 2015-0304 and recorded in the office of the Woodbury County Recorder’s Office at Roll 740, Image 9802-9864; July 13, 2015, pursuant to Resolution No. 2015-0535 and recorded in the office of the Woodbury County Recorder’s Office at Roll 742, Image 1525-1541; September 14, 2015, pursuant to Resolution No. 2015-0693 and recorded in the office of the Woodbury County Recorder’s Office at Roll 743, Image 3862-3885; April 18, 2016, pursuant to Resolution No. 2016-0306 and recorded in the office of the Woodbury County Recorder’s Office at Roll 746, Image 7843-7917; September 26, 2016, pursuant to Resolution No. 2016-0834 and recorded in the office of the Woodbury County Recorder’s Office at Roll 749, Image 65-6549; March 20, 2017, pursuant to Resolution No. 2017-0251 and recorded in the office of the Woodbury County Recorder’s Office at Roll 751, Image 15180-15254; November 13, 2017, pursuant to Resolution No. 2017-1013 and recorded in the office of the Woodbury County Recorder’s Office at Roll 756, Image 197-215; April 9, 2018, pursuant to Resolution No. 2018-0278 and recorded in the office of the Woodbury County Recorder’s Office at Roll 758, Image 3265-3339; April 8, 2019, pursuant to Resolution No. 2019-0305 and recorded in the office of the Woodbury County Recorder’s Office at Roll 763, Image 10791-10868; June 10, 2019, pursuant to Resolution No. 2019-0477 and recorded in the office of the Woodbury County Recorder’s Office at In-
instrument #2019-13677; September 9, 2019, pursuant to Resolution No. 2019-0760 and recorded in the office of the Woodbury County Recorder’s Office at Instrument #2019-17322 and February 10, 2020, pursuant to Resolution No. 2020-0140 and recorded in the office of the Woodbury County Recorder’s Office at Instrument #2020-02180 (together, the "Amended Plan") for the amended Donner Park Urban Renewal Project Area described therein (the "Project Area"); and

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 1 to the Amended Plan, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to further update certain provisions of the Amended Plan to conform to current City objectives and planning initiatives for the Project Area; and

WHEREAS, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by said Amended Plan; and

WHEREAS, the Iowa Code requires the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 1 to the Amended Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations to modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa Code further requires the City Council to hold a public hearing on the proposed Amendment No. 1 to the Amended Plan subsequent to notice thereof by publication in a newspaper having a general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the urban renewal plan and shall outline the general scope of the urban renewal project under consideration, with a copy of said notice also being mailed to each affected taxing entity; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the minutes from the consultation hearing filed herewith and incorporated herein by this reference, which minutes are in all respects approved; and

WHEREAS, this Council also set a public hearing on the adoption of Amendment No. 1 to the Amended Plan for the Donner Park Urban Renewal Area for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Sioux City Journal, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 1 to the Amended Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:
Section 1. That the findings and conclusions set forth or contained in Amendment No. 1 to the Amended Plan for the Donner Park Urban Renewal Area concerning the area of the City of Sioux City, Iowa described therein be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

The Amendment No. 1 to the Amended Plan for the Donner Park Urban Renewal Area of the City of Sioux City, Iowa, conforms to the General Plan for the development of the City as a whole; and

With reference to those portions thereof which are to be developed for non-residential uses, the City Council hereby determines that such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That Amendment No. 1 to the Amended Plan for the Donner Park Urban Renewal Area of the City of Sioux City, Iowa be and the same is hereby approved and adopted as "Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Area"; that Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the same with the proceedings of this meeting.

Section 4. That Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Area shall be in full force and effect from the date of this Resolution until the date of termination set forth in the Plan as so amended. Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Area shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Woodbury County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED: October 19, 2020

Robert E. Scott, Mayor

ATTEST:

Lisa L. McCardle, City Clerk
CERTIFICATE

STATE OF IOWA
COUNTY OF WOODBURY

I, the undersigned City Clerk of Sioux City, Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said Municipality showing proceedings of the Council, and the same is a true and complete copy of the action taken by said Council with respect to said 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 (a copy of the face sheet of said agenda being attached hereto) 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 said 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 said 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 said Municipality hereto affixed this 19th day of October, 2020.

____________________________________
City Clerk, Sioux City, Iowa

SEAL
CERTIFICATION TO WOODBURY COUNTY RECORDER

We hereby certify that attached hereto is a true and correct copy of Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan and the Resolution adopting same for the Donner Park Urban Renewal Area, of the City of Sioux City, Iowa, the original of which is on file in the records of the undersigned City Clerk.

Dated this 19th day of October, 2020

By: ___________________________    By: ___________________________
    Lisa L. McCardle               Robert E. Scott
    City Clerk                     Mayor


Amendment No. 1 to the
Amended and Restated Urban Renewal Plan
for the Donner Park Urban Renewal Project Area

Consultation Meeting

September 22, 2020
2:00 p.m.

Present:
Chris Madsen, City Staff
Teresa Fitch, City Staff
Marty Dougherty, City Staff
Amber Hegarty, City Staff

Absent:
Woodbury County
Sioux City Community School District
Sergeant Bluff School District

City Staff were present at 2:00 for the consultation. No representatives from the affected entities were present for the consultation.

Meeting ended 2:15 p.m.

Respectfully submitted,

Chris Madsen, AICP, CFM
Senior Planner
AMENDMENT NO. 1

TO THE
AMENDED AND RESTATED DONNER PARK
URBAN RENEWAL PLAN

FOR THE
DONNER PARK
URBAN RENEWAL AREA

CITY OF SIOUX CITY, IOWA
The Amended and Restated Donner Park Urban Renewal Plan ("Plan") for the Donner Park Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted December 7, 1987, pursuant to Resolution No. 87/T-6002 and recorded in the office of the Woodbury County Recorder’s Office at Roll 195, Image 1135 and subsequent amendments to the same on September 12, 1988, pursuant to Resolution No. 88/T-6760 and recorded in the office of the Woodbury County Recorder’s Office at Roll 206, Image 2169; June 10, 1991, pursuant to No. 91/T-9955; October 12, 1992, pursuant to Resolution No. 92/U-549; December 20, 1993, pursuant to Resolution No. 93/U-1656; December 19, 1994, pursuant to Resolution No. 94/U-2783; March 24, 1997, pursuant to Resolution No. 97/U-5267 and recorded in the office of the Woodbury County Recorder’s Office at Roll 370, Image 1365; August 24, 2009, pursuant to Resolution No. 2009-0679 and recorded in the office of the Woodbury County Recorder’s Office at Roll 706, Image 482; September 13, 2010, pursuant to Resolution No. 2010-0670; December 10, 2012, pursuant to Resolution No. 2012-0842; May 13, 2013, pursuant to Resolution No. 2013-0377 and recorded in the office of the Woodbury County Recorder’s Office at Roll 729, Image 9458; November 25, 2013, pursuant to Resolution No. 2013-0877 and recorded in the office of the Woodbury County Recorder’s Office at Roll 733, Image 1229-1283; May 5, 2014, pursuant to Resolution No. 2014-0273 and recorded in the office of the Woodbury County Recorder’s Office at Roll 735, Image 3371-3392; September 8, 2014, pursuant to Resolution No. 2014-0665 and recorded in the office of the Woodbury County Recorder’s Office at Roll 737, Image 2883-2902; December 22, 2014, pursuant to Resolution No. 2014-0939 and recorded in the office of the Woodbury County Recorder’s Office at Roll 739, Image 266-332; April 27, 2015, pursuant to Resolution No. 2015-0304 and recorded in the office of the Woodbury County Recorder’s Office at Roll 740, Image 9802-9864; July 13, 2015, pursuant to Resolution No. 2015-0535 and recorded in the office of the Woodbury County Recorder’s Office at Roll 742, Image 1525-1541; September 14, 2015, pursuant to Resolution No. 2015-0693 and recorded in the office of the Woodbury County Recorder’s Office at Roll 743, Image 3862-3885; April 18, 2016, pursuant to Resolution No. 2016-0306 and recorded in the office of the Woodbury County Recorder’s Office at Roll 746, Image 7843-7917; September 26, 2016, pursuant to Resolution No. 2016-0834 and recorded in the office of the Woodbury County Recorder’s Office at Roll 749, Image 6530-6549; March 20, 2017, pursuant to Resolution No. 2017-0251 and recorded in the office of the Woodbury County Recorder’s Office at Roll 751, Image 15180-15254; November 13, 2017, pursuant to Resolution No. 2017-1013 and recorded in the office of the Woodbury County Recorder’s Office at Roll 756, Image 197-215; April 9, 2018, pursuant to Resolution No. 2018-0278 and recorded in the office of the Woodbury County Recorder’s Office at Roll 758, Image 3265-3339; April 8, 2019, pursuant to Resolution No. 2019-0305 and recorded in the office of the Woodbury County Recorder’s Office at Roll 763, Image 10791-10868; June 10, 2019, pursuant to Resolution No. 2019-0477 and recorded in the office of the Woodbury County Recorder’s Office at Instrument #2019-13677; September 9, 2019, pursuant to Resolution No. 2019-0780 and recorded in the office of the Woodbury County Recorder’s Office at Instrument #2019-17322 and February 10, 2020, pursuant to Resolution No. 2020-0140 and recorded in the office of the Woodbury County Recorder’s Office at Instrument #2020-02180 is being further amended to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area ("Amendment"). No land is being added to the Area by this Amendment.
Except as modified by this Amendment, the provisions of the Amended and Restated Donner Park Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

**PROPOSED URBAN RENEWAL PROJECTS**

The following new subsection (jj) to Section E (1) is added to the Plan as follows:

**E. Urban Renewal Projects**

1. Development Agreements

   jj. Sabre Industries Expansion (2020)

   The City is considering entering into a Development Agreement and Minimum Assessment Agreement with Sabre Industries, Inc. for the construction of a new industrial facility and other improvements. The City will provide TIF assistance in the form of property tax rebates or an economic development grant. Assistance shall not exceed $6,000,000.

The following new subsection (kk) to Section E (1) is added to the Plan as follows:

   kk. Andrew Avenue Infrastructure Improvements (north of 225th Street) (2020)

   The City intends to enter into a development agreement with Sabre Industries, Inc. to provide financial assistance for the construction of a galvanizing facility on Sabre Industries, Inc.’s Southbridge campus. As part of the Agreement, the City will construct improvements to Andrew Avenue to provide a new primary access location to the galvanizing facility to be constructed on the western edge of the Sabre Industries, Inc. existing Southbridge campus. The City has applied for a RISE Grant through the Iowa Department of Transportation (IDOT), pursuant to Resolution No. 2020-0635 passed and approved August 31, 2020, to fund a significant portion of the roadway improvements. The City’s portion of the Andrew Avenue roadway improvements shall not exceed $600,000.

The following new subsection (ll) to Section E (1) is added to the Plan as follows:

   ll. Southbridge Business Park / 27 Flags Property Industrial Development (2020)

   The City is considering entering into a Development Agreement and Assessment Agreement with industrial prospects interested in developing facilities in the Southbridge Business Park. The City anticipates providing TIF assistance in the form of property tax rebates or an economic development grant. Assistance shall not exceed $1,000,000.
The following new subsection (m) to Section E (2) is added to the Plan as follows:

2. Public Improvements.

m. Southbridge Business Park / 27 Flags Property Infrastructure Improvements (2020)

The City is currently working to secure commitments from several industrial prospects for the sale of land and the development of facilities on the City-owned 27 Flags Property in the Southbridge Business Park. The City must construct additional infrastructure to allow for the development of smaller lots on the property to accommodate these developments. The City’s portion of the cost for this infrastructure, which includes grading stormwater facilities, utilities, and roads, shall not exceed $4,000,000.

DEBT

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<td>July 1, 2019 constitutional debt limit:</td>
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<td>$234,025,694</td>
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<td>2</td>
<td>Outstanding general obligation debt:</td>
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<td>Proposed amount of indebtedness to be incurred: It is estimated that the cost of the</td>
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<td>proposed improvements as described above will be approximately as follows:</td>
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<td>• Sabre Industries Expansion</td>
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<td>• Andrew Avenue Infrastructure Improvements</td>
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PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Urban Renewal Plan Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code.
REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: October 19, 2020 ACTION ITEM # 14

FROM: Marty Dougherty, Community and Economic Development Director

SUBJECT: Hearing and Resolution accepting the proposal of BadgerowDeveloper, LLC for the purchase of certain property in the Combined Central Sioux City -CBD Urban Renewal Area and authorizing a Development Agreement, Minimum Assessment Agreement, and Parking License Agreement (622 Fourth Street) (Motion needed to defer)

RECOMMENDATION:
Staff respectfully requests the City Council defer action on the public hearing and approval of the above resolution to November 2, 2020.

DISCUSSION:
Background
The City completed acquisition of the Badgerow Building on March 3, 2020. On March 9, 2020 the Council approved a Consulting Services Agreement with Hunden Strategic Partners (HSP) for services related to the redevelopment of the Badgerow Building, including assistance with the solicitation of proposals and management of the selection process.

During the initial developer solicitation HSP worked with City staff to review building and market data, to create a Developer Solicitation of Interest document (“SOI”), and to promote the development opportunity to prospective developers. A conference call was held, a “virtual tour” created, and information was provided in response to developer questions.

As the property is located in an Urban Renewal Area, the City is also following a formal three-step resolution process for the sale. On June 1, 2020, Council passed a Resolution inviting proposals for the sale of land, and public notice of invitation for proposals was published in the Sioux City Journal on June 6, 2020. Following Council approval RFP documents were provided to all interested developers. RFP documents and on-site tours were provided to three interested developers. Receipt of proposals were due on July 10, 2020.

Two submitted proposals were evaluated, and interviews conducted. Staff and HSP are recommending moving forward with Clarity Development of Omaha, Nebraska, which will develop the property as BadgerowDeveloper, LLC.

Development Project
On the agenda is a resolution approving a Development Agreement, Minimum Assessment
Agreement and Parking License Agreement which includes the sale of the Building to BadgerowDeveloper, LLC. The Developer estimates the overall project cost at approximately $23 million, and proposes the following:

As part of the Development Agreement the Developer would agree to:

- Purchase the Badgerow Building for $1 million.
- Commit to a minimum assessed value of $10.982 million following project completion.
- Renovate the property completely into a mixed-use facility, including 71 market-rate apartments on floors 3-11, Class-A office space, and high-end restaurant and cocktail lounge on floors 1-2, and health club and tenant amenity spaces on floor 12.
- Complete construction by October 2022.
- Keep the existing Master Lease in place as needed for historic tax credits.

As part of the Development Agreement the City would agree to:

- Sell the property for $1 million.
- Provide a grant equal to 100% of new incremental property taxes for ten years, and an amount equal to 75% of new incremental taxes for an additional five years.
- Support the Developer’s application to the Iowa Workforce Housing Tax Credit program, Brownfield/Grayfield Revitalization program, and other available programs.
- Lease 170-200 parking spaces in the City’s parking ramp system.

Urban Renewal Process
Council initiated the three (3) step process for the sale of the property as follows:

- June 1, 2020, pursuant to Resolution No. 2020-0452, established a date and time for the submission of proposals by interested parties and authorized the publication of notice of such invitation.

- August 17, 2020, pursuant to Resolution No. 2020-0607, held a public hearing and indicated the City’s intent to accept said proposal of BadgerowDeveloper, LLC, established a date and time for a public hearing accepting such proposals, and authorized the publication of notice of such intent and hearing.

- October 19, 2020 to hold a public hearing to formally accepted the proposal of BadgerowDeveloper, LLC for the purchase of the property and authorize a Development Agreement, Minimum Assessment Agreement, and Parking License Agreement. City Staff is requesting this step be deferred until November 2, 2020 to give the Parties additional time to work out details of the aforementioned agreements.

FINANCIAL IMPACT:
The City will see immediate $1 million in revenue through the proceeds of the sale. The renovation and reinvestment in this 12-story building will greatly increase its tax value, support the downtown TIF district, bring increased economic activity, and build upon other recent successful commercial and housing investments.

RELATIONSHIP TO STRATEGIC PLAN:
To expand development opportunities and grow Sioux City: promote and engage historic preservation within the community; leverage strengths and assets to develop critical mass in downtown; and aggressively seek out opportunities to attract new economic growth
ALTERNATIVES:
None recommended

ATTACHMENTS:
Resolution
RESOLUTION NO. 2020 - _______________
with attachments

RESOLUTION ACCEPTING THE PROPOSAL OF BADGEROWDEVELOPER, LLC FOR THE PURCHASE OF CERTAIN PROPERTY IN THE COMBINED CENTRAL SIOUX CITY -CBD URBAN RENEWAL AREA AND AUTHORIZING A DEVELOPMENT AGREEMENT, MINIMUM ASSESSMENT AGREEMENT, AND PARKING LICENSE AGREEMENT (622 FOURTH STREET)

WHEREAS, in furtherance of the objectives of Chapter 403 of the Code of Iowa, the City of Sioux City, Iowa, has undertaken a program of redevelopment of blighted areas and economic development in the City, and in this connection has instituted the Combined Central Sioux City-CBD Urban Renewal Area; and

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

WHEREAS, BadgerowDeveloper, LLC has submitted a proposal to the City for the purchase of the following described property in the Combined Central Sioux City-CBD Urban Renewal Area:

That portion of the following described parcel(s) situated in the County of Woodbury, State of Iowa, described as follows:

Part of Block 23, Sioux City East Addition, in the County of Woodbury and State of Iowa, described as follows: Beginning at the Northeast corner of Block 23, Sioux City East Addition, County of Woodbury, State of Iowa; thence South 89 degrees 51 minutes 52 seconds West along the North line of said Block 23 for a distance of 64.17 feet; thence South 0 degrees 0 minutes 11 seconds West for 105.41 feet; thence South 89 degrees 44 minutes 11 seconds West for 8.80 feet; thence South 0 degrees 14 minutes 13 seconds West for 43.50 feet; thence North 89 degrees 59 minutes 23 seconds East for 68.12 feet to a point on the East line of said Block 23; thence due North along the East line of said Block 23 for 151.21 feet to the point of beginning

Note: It is assumed in the foregoing legal description that the East line of Block 23 bears due North; and

WHEREAS, Resolution No. 2020-0452, passed and approved by the City Council on June 1, 2020, established a date and time for the submission of proposals by interested parties and authorized the publication of notice of such invitation; and

WHEREAS, Resolution No. 2020-0607, passed and approved by the City Council on August 17, 2020, indicated the City's intent to accept said proposal of BadgerowDeveloper, LLC, established a date and time for a public hearing accepting such proposals, and authorized the publication of notice of such intent and hearing; and
WHEREAS, the City Council evaluated all timely proposals, taking into account such factors as it considers appropriate, including but not limited to, the following:

Quality of the Proposed Development:

(1) The total cost of the proposed project.

(2) The types of materials to be used in the construction of the project.

(3) Overall project amenities.

Economic Feasibility of the Proposed Development:

(1) The economic return to the City provided by the proposed development, including but not limited to, the amount of revenue generated for the City, the property and sales taxes to be generated, the number of jobs provided, and the encouragement of related development in the area.

(2) The ability of the prospective developer to finance and timely complete the project as proposed, including any contingencies on such performance.

(3) The financial impact of the proposed development upon the City’s operating budget and capital improvement plan, particularly as it related to the construction and maintenance of any required public improvements; and

WHEREAS, a hearing was held on the proposals so submitted and the City Council being fully advised in the premises is of the opinion and belief that it would be in the best interests of the City to accept the proposal of BadgerowDeveloper, LLC for the purchase of said property and that accepting such proposal is in the public interests; and

WHEREAS, a Development Agreement, Minimum Assessment Agreement, and Parking License Agreement have been prepared for the purchase of said property pursuant to the terms of said proposal and should be approved as to form and content.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Development Agreement, Minimum Assessment Agreement, and Parking License Agreement attached hereto providing for the sale of said property to BadgerowDeveloper, LLC is hereby approved as to form and content and the Mayor and City Clerk be and they are hereby authorized and directed to execute same along with all necessary exhibits to said Development Agreement, Minimum Assessment Agreement, and Parking License Agreement for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that upon receipt of the consideration fixed in said Development Agreement and the costs incurred in this sale that the Development Agreement, Minimum Assessment Agreement, and Parking License Agreement be delivered to BadgerowDeveloper, LLC.

BE IT FURTHER RESOLVED that the City Clerk be and she is hereby authorized and directed to submit said Minimum Assessment Agreement to the City Assessor for his certification pursuant to Section 403.6(19) of the Iowa Code.
BE IT FURTHER RESOLVED that the City Clerk, upon receiving the certification of the City Assessor, be and she is hereby authorized and directed to file a certified copy of this resolution with the Minimum Assessment Agreement in the office of the Woodbury County Recorder/Auditor.

BE IT FURTHER RESOLVED that the City Clerk, be and she is hereby authorized and directed to file a certified copy of this resolution with the Development Agreement with the Woodbury County Recorder/Auditor.

PASSED AND APPROVED: October 19, 2020

ATTEST:

Lisa L. McCardle, City Clerk

Robert E. Scott, Mayor