

STATE OF IOWA }  
Woodbury County }

CITY OF SIOUX CITY  
OFFICE OF THE CITY CLERK

I, Earl A. Martin City Clerk of the City of Sioux City and Clerk of the City Council thereof, and, as such, having charge of and in my possession all the records and documents pertaining to said office now remaining therein, do hereby certify that it appears from such records that the foregoing is a true and correct copy of ~~Ordinance~~ Resolution No. ~~2-26707~~ duly passed and adopted by the City Council of said City on the 3rd day of November 19 75, upon the call of yeas and nays thereof duly had and recorded, and that the said ~~Ordinance~~ Resolution No. ~~2-26707~~ is duly recorded in ~~Ordinance~~ Resolution Book ~~56~~ on page ~~261-262~~

Dated at Sioux City, Iowa, this 4th day of December 19 75

*Earl A. Martin*  
Earl A. Martin City Clerk

RESOLUTION NO. 6- 1971

RESOLUTION AND AGREEMENT OF THE CITY OF SIOUX CITY, IOWA TO PROVIDE FOR THE CONSTRUCTION AND OPERATION OF PUBLIC PARKING FACILITY IN CONNECTION WITH THE CED-WEST URBAN RENEWAL PROJECT OF THE ENCOURAGED DEVELOPMENT PROGRAM NO. IOWA A-5.

WHEREAS, in furtherance of the objectives of Chapter 403, 1975 Code of Iowa, as amended, the City of Sioux City, Iowa, otherwise known as the Local Public Agency, (or hereinafter called "City") has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in carrying out an urban renewal project known as the CED-West Project of CEP Iowa A-5 in an area (hereinafter called "Project") located in the City; and,

WHEREAS, of the date of the adoption of this Resolution there has been prepared an Urban Renewal Plan for the Project which has been originally approved by the City on July 6, 1971 (which plan, as it may hereafter be amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan"); and a copy of the Urban Renewal Plan, as constituted on the date of this Resolution, has been recorded among the land records for the place in which the Project Area is situated, namely, in the office of the Recorder of the County of Woodbury in Roll 21, Page 1224, and

WHEREAS, the City of Sioux City, Iowa, has previously named and designated itself the Local Public Agency in reference to all Urban Renewal Projects in Sioux City as provided in Chapter 403 of the Code of Iowa, as amended, and the said City as a municipal corporation is empowered to construct, maintain and operate municipal off-street parking facilities as provided in Chapters 398 and 403 of the 1975 Code of Iowa, as amended, and to finance any such parking improvements as in said Chapters provided; and,

WHEREAS, Project planning has defined a need for increased parking facilities in the Project to serve the public interest, and the City of Sioux City, Iowa, has stated as one of its objectives in the Urban Renewal Plan for the Project that it will develop sufficient municipally owned and operated public parking facilities to serve the Project and areas immediately adjacent thereto; and,

WHEREAS, in order to enable the City of Sioux City, Iowa, to achieve the objectives of the Urban Renewal Plan, and particularly to make land in the Project available for redevelopment by the City as a public entity for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide, and have provided, substantial aid and assistance through a Contract for Loan and Capital Grant dated November 5, 1973 (as amended), by and between said parties;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, a municipal corporation, acting as the Local Public Agency for Urban Renewal, being one and the same entity and also being the corporate body providing for off-street parking facilities, for and in consideration of the premises and the mutual obligations herein stated, does hereby covenant and agree with the United States of America as follows:

ARTICLE I. GENERAL TERMS

Sec. 1. Payment. Subject to the terms, covenants and conditions hereinafter set forth, and the said Loan and Grant Contract, the City of Sioux City, Iowa, has acquired title to and possession of certain real property described as: The North One Hundred Twenty-three Feet (7. 123') of Block Seventeen (17), Sioux City East, an addition to Sioux City, Woodbury County, State of Iowa, (hereinafter called "Property") through the execution of the Urban Renewal Plan for the CED-West Project of RDP Iowa A-5. Subsequent to this action, the City shall reimburse and make payment to said Project accounts the sum of One hundred three thousand, four hundred ninety and 00/100 Dollars (\$103,490.00) without benefit of or need for further transfer or conveyance of title and possession, which amount shall constitute full and complete payment of the appraised fair market value of said Property incurred in by the United States Department of Housing and Urban Development. Such payment shall be made to Project accounts from municipal funds currently available or to be made available in the form of parking meter revenue, general revenue, or the proceeds of revenue bonds and/or general obligation bonds to be issued by the City of Sioux City, Iowa, for the specific purpose of construction, maintaining, and operating improvements for the off-street parking of vehicles, and shall be deposited to the RDP Iowa A-5 Temporary Loan Repayment Fund #15-04-01. Such payment shall be made to Project accounts by the City on or before the date upon which construction of the improvements commences, or within five (5) days from passage and approval of this resolution, whichever is earlier.

Sec. 2. Availability for Construction. Upon payment by the City of Sioux City, Iowa, of the full amount hereinbefore specified, and subject to the terms, conditions, covenants and restrictions contained in said Urban Renewal Plan or as hereinafter set forth, the City, having title to and possession of the Property, will commence redevelopment thereof through the erection of off-street parking facilities in accordance with plans and specifications conforming to the restrictions and objectives set forth in the approved Urban Renewal Plan.

ARTICLE II. PREPARATION OF PROPERTY FOR REDEVELOPMENT

Sec. 1. Preparation of Property. Following acquisition of the Property and relocation of the occupants therefrom, the City shall, from the latest approved project expenditure budget and financing plan prepare the Property for redevelopment, said authorized preparation shall consist of the following:

- (a) Demolish and remove all existing buildings and other surface improvements, including alleys and other lot surfacing, to a point generally level with the grade of existing sidewalks abutting, leaving the foundation walls exposed and in place below grade and basement areas open, free of debris and combustible materials.
- (b) Disconnect and sever utility service and transmission lines serving the former structures or located within vacated alley rights-of-way to the extent prescribed in the Urban Renewal Plan and sufficiently so as to complicate or impair the erection of new improvements.
- (c) Complete the demolition, removal, alteration or reinstallation of streets, sidewalks and utilities abutting the Property within the period of Project execution and in a timely manner to permit full use of the off-street parking facilities when completed.

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Sec. 1. Construction Required. The City will redevelop the property by construction thereof of an off-street public parking structure having a capacity of 675 spaces, more or less, subject to and consistent with functional design and economic feasibility study recommendations and with final construction design, all to be provided at municipal expense from non-project funds, (hereinafter collectively called the "Improvements"). All plans and specifications and all the work with respect to such redevelopment of the Property and the construction or the making of other improvements thereon, if any, shall be in conformity with the Urban Renewal Plan, the conditions set forth herein, and all applicable State and local laws, plans and specifications for the Improvements will be in sufficient detail and completeness to show that the Improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and of this Resolution, or subsequent amendments or modifications thereof.

Sec. 2. Time for Construction. The City agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the covenants set forth herein shall apply to and run with title to the Property, and for itself, its successors and assigns, agrees that redevelopment of the Property through the construction of the Improvements thereon, shall begin within one (1) year from the date of this action or on the date of payment provided for in Article I., Sec. 1, hereof, and diligently proceed to complete such construction within fifteen (15) months from the date of commencement of construction. It is intended and agreed that the covenants, restrictions, terms and conditions set forth herein pertaining to the Improvements shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the City of Sioux City, and enforceable by the City of Sioux City against any and all parties now or subsequently having an interest in the Property.

Sec. 3. Reports on Progress. Periodic reports of construction progress certified by the City Engineer shall be retained with Project records.

ARTICLE IV. LAND USES

Sec. 1. Restrictions on Land Use. The City of Sioux City, its successors and assigns and every successor in interest to the Property, or any part thereof, shall:

- (a) Devote the Property to, and only to and in accordance with the uses specified in the Urban Renewal Plan, as the same may hereafter be amended and extended from time to time.
- (b) Not discriminate on the basis of race, color, religion, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements, erected or to be erected thereon, or any part thereof.

Sec. 2. Effect of this Resolution; Period of Duration of Covenant. It is intended and agreed that the agreements and covenants provided in this Article IV shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Resolution or in the Urban Renewal Plan, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City of Sioux City, any successor in interest to the Property, or any part thereof, and the owner of any other land (or if any interest in such land) in the Project Area which is

subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States against any successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided

- (a) in subdivision (a) of Section 1 of this Article IV shall remain in effect until July 6, 1991, (at which time such restrictions and covenants shall terminate), and
- (b) in subdivision (b) of such Section 1 shall remain in effect without limitation as to time.

Sec. 3. Enforceability by City of Sioux City and United States. In application, and not in restriction, of the provisions of Section 2 of this Article IV, it is intended and agreed that the City of Sioux City shall be deemed a beneficiary of the agreements and covenants provided in Section 1 of this Article IV, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of such Section 1, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City of Sioux City and the United States for the entire period during which such agreements and covenants shall be in force, without regard to whether the City of Sioux City or the United States is or has been an owner of any land or interest therein so, or in favor of, which such agreements and covenants relate. The City of Sioux City shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right, in the event of any breach of the covenant provided in subdivision (b) of Section 1 of this Article IV, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Sec. 1. Representation as to Redevelopment. The City of Sioux City represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan and this resolution.

Sec. 2. Prohibition Against Transfer of Property and Assignment. The City of Sioux City has not made or created, and will not, prior to the proper completion of the Improvements, make or create, or suffer to be made or created, (a) any total or partial sale, conveyance, or lease of the property, or any part thereof or interest therein, or (b) any assignment of its rights or obligations under this Resolution or any part thereof, or (c) any agreement to do any of the foregoing, except on such condition as the City may in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee, by instrument in writing, for itself and its successors and assigns, and for the benefit of the City, of all obligations of the City hereunder.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Sec. 1. Conflict of Interest. No member, official, or employee of the City shall have any personal interest herein, direct or indirect, nor shall any such member, official, or employee participate in any decision relating hereto which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly

or indirectly, interested. No member, official, or employee of the City shall be personally liable to said City or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the City or its successor or on any obligations under the terms hereof.

**Sec. 2. Equal Employment Opportunity.** The City, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section 2 in every contract or purchase order which may hereafter be entered into between the City and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended:

"Sec. 2. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with the City as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the City, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(e) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance. ~~Provided, however,~~ that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into litigation to protect the interests of the United States.

For the purpose of including such provision in any construction contract or purchase order, as required by this Section 2, the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

ARTICLE VII. RECORDATION

This Resolution is adopted for the purpose of inducing the Secretary of Housing and Urban Development to issue his approval of the retention of said Property for the intended purpose against payment of the price stated in Section 1 of Article I and for the purpose of creating the covenants running with the land set forth herein. The proper officers of the City are hereby authorized, empowered and directed to cause a properly certified copy of this Resolution to be recorded among the land records of the office of Recorder of Woodbury County, and to furnish the Department of Housing and Urban Development with properly certified copies of this Resolution bearing evidence of such recordation.

*George A. Cole*  
MAYOR, GEORGE A. COLE

PASSED: November 3, 1975

APPROVED: November 3, 1975

ATTEST: *Thomas D. Lindholm*  
CITY CLERK, THOMAS D. LINDBLUM

RECORDED  
NOV 11 1975  
WOODBURY COUNTY  
CLERK OF COURTS  
JAN 17 1976

UR/249,610,611,612,613,614,250,619,623,621,622/s

ENL 44 NCH 1145

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*[Handwritten signature]*

STATE OF IOWA  
WOODBURY COUNTY

This is to certify that  
the within and foregoing is a true and correct copy  
of the original as the same appears in the records  
of the County Clerk of Woodbury County, Iowa.

W. W. WOODS, Recorder

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*[Handwritten note]*

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