

April 29, 2025
File No. 27223205.25

Mr. Mike Smith, P.E.
Iowa Department of Natural Resources
Land Quality Bureau
6200 Park Avenue
Des Moines, Iowa 50321

Subject: Proposed AZPOC Monitoring Well and Landfill Gas Vent Locations
Sioux City Sanitary Landfill
Permit No. 97-SDP-03-81C

Dear Mike:

SCS Engineers, on behalf of the City of Sioux City, is submitting this proposed attenuation zone point of compliance (AZPOC) monitoring well location plan following the establishment of a land easement to the south of the Sioux City Sanitary Landfill. The easement provides for the installation of additional monitoring wells and legal entitlement for ongoing sampling on the property, as referenced in the draft easement in correspondence dated October 21, 2024 (Doc #1111106). A copy of the signed easement can be found in Attachment A. The easement allows for four active wells at any given time on the property. To facilitate maximum coverage, it is proposed to abandon groundwater monitoring well MW-13 and landfill gas monitoring well LFGW-3, and attempt to install replacement landfill gas monitoring well LFGW-3R on the property boundary between existing monitoring wells MW-301 and MW-401 as access allows. Due to topography, landfill gas monitoring well LFGW-3 could not be installed on the City's property. These well abandonments will allow for the installation of three AZPOC monitoring wells (MW-501, MW-601, and MW-701) on the easement property and the use of existing groundwater monitoring well MW-14 as an additional AZPOC monitoring well.

Landfill gas vents will be installed as described in the Selection of Remedy and Corrective Action Groundwater Monitoring Program, dated November 29, 2023 (Doc #108299). The proposed installation locations for the AZPOC monitoring wells and landfill gas vents can be found in Figure 1.

If you have any questions regarding this report, please contact Timothy Buelow at (515) 681-5455.

Sincerely,



Nathan Ohrt
Senior Project Professional
SCS Engineers



Timothy C. Buelow, P.E.
VP - Senior Project Advisor
SCS Engineers

NPO/TCB

Copies: Arah Montagne, City of Sioux City





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Proposed Locations

Legend			
	Proposed AZPOC Well Installation		Proposed Area for Gas Vents
	Proposed Gas Vent Location		Gas Relief Well
	Area within 150m of Located Waste Boundary		Monitoring Well
	Approximate Easement Area (~35.69 Acres)		Leachate Piezometer
			Landfill Gas Monitoring Point
			Groundwater Piezometer
			Approximate Property Boundary
			Located Waste Boundary
			Interpolated Waste Boundary
			Approximate Waste Boundary

City of Sioux City Sanitary
 Landfill
 Sioux City, Iowa
 Project No: 27223205.25
 Drawing Date: April 2025

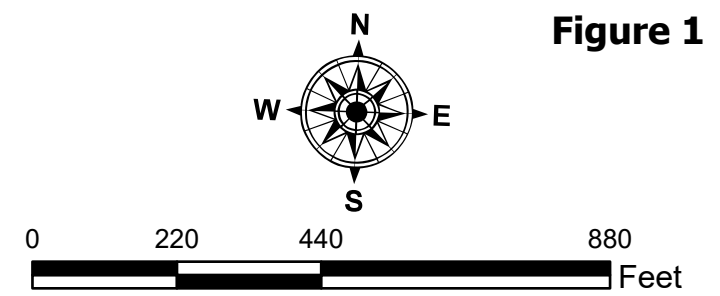


Figure 1

Attachment A

Instrument #: 2025-03254
04/07/2025 03:21:30 PM Total Pages: 13
LEASE LEASE
Recording Fee: \$ 67.00

Michelle K. Skaff, Auditor/Recorder Woodbury County Iowa



Farm Lease – Fixed Cash Rent

ZSE

PREPARER INFORMATION: Estefani Valdez, P.O. Box 447, Sioux City, Iowa 51102
Telephone No. (712) 279-6222

TAXPAYER INFORMATION: Capital Management, LLC
970 Wynstone Drive, Jefferson, SD 57038

RETURN DOCUMENT TO: City of Sioux City, Iowa, P.O. Box 447, Sioux City, Iowa 51102

GRANTORS: See page 4

GRANTEES: See page 4

LEGAL DESCRIPTION: See page 4

STATE OF IOWA

CITY OF SIOUX CITY

Woodbury County

Office of the City Clerk

I, Heidi Farrens, City Clerk of the City of Sioux City and City 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 the Resolution 2025-0267 adopted by the City Council of the City on the 24th day of March 2025 upon the call of yeas and nays thereof duly had and recorded.

Dated at Sioux City, Iowa this 1st day of April 2025.



(SEAL)

Heidi Farrens

HEIDI FARRENS
CITY CLERK

RESOLUTION NO. 2025 - 0267
with attachments

**RESOLUTION APPROVING A FARM LEASE – FIXED CASH RENT WITH
CAPITAL MANAGEMENT, LLC FOR PROPERTY LOCATED ADJACENT TO
5800 28TH STREET**

WHEREAS, Capital Management, LLC proposed to lease for farm purposes certain real property owned by the City of Sioux City, Iowa and described as follows:

10.21 acres in NW ¼ NW ¼ of Section 19-89-46, Woodbury County, Iowa

and

4.584 acres in S ½ NW ¼ of Section 30-89-46, Woodbury County, Iowa

and

51.12 acres in PT SW ¼ Section 19 Com SW corner SW ¼ of Section 19-89-46,
Woodbury County, Iowa; and

WHEREAS, a public hearing was opened as provided by law on March 17, 2025 for the proposed lease of said real property to Capital Management, LLC and the hearing was held open and action was deferred to March 24, 2025; and

WHEREAS, the City Council is advised and is of the opinion that such lease would be in the best interest of the City and that the property is not needed for municipal purposes during the term of the Lease; and

WHEREAS, a copy of the proposed Farm Lease – Fixed Cash Rent is attached hereto and by this reference incorporated herein, and should be approved as to form and content.

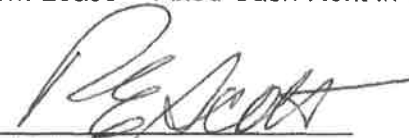
NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY that the real property described in the preamble hereof be leased to Capital Management LLC of Jefferson, South Dakota in accordance with the Farm Lease – Fixed Cash Rent attached hereto which is hereby approved as to form and content

BE IT FURTHER RESOLVED that the real property described in the preamble hereof is not likely to be needed for any other municipal purposes during the term of the Lease.

BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized and directed to execute said Farm Lease – Fixed Cash Rent for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that the Deputy City Clerk be, and she is hereby authorized and directed to file a certified copy of this resolution with said Farm Lease – Fixed Cash Rent in the office of the Woodbury County Recorder/Auditor.

PASSED AND APPROVED: March 24, 2025


Robert E. Scott, Mayor

ATTEST: 
Danielle Bock, Deputy City Clerk



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between City of Sioux City Iowa ("Landlord"), whose address for the purpose of this Lease is 405 6th Street, PO Box 447, Sioux City, IA 51102 and Capital Management, LLC ("Tenant"), whose address for the purpose of this Lease is 970 Wynstone Drive, Jefferson, SD 57038.

THE PARTIES AGREE AS FOLLOWS:

- 1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Woodbury County, Iowa (the "Real Estate"):

See Exhibit A ,

and containing 65.91 total acres, more or less, with possession by Tenant for a term of fifteen (15) years to commence on 3/24/2025 and end on 3/24/2040. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing. The Real Estate is to be used solely for the purpose of cattle grazing.

The following housing, building, and storage structures on the Real Estate are reserved to Landlord: N/A

- 2. RENT. Tenant in lieu of rent will allow the use of a private easement as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$0.00 payable, as follows: \$0.00 on the first day of April, 2025.

This cash rent has been determined as follows:

Table with 3 columns: Land Use, Acres @ Rate, and Total Amount. Rows include Cropland, Established hay land, Pasture, Buildings, Storage structures, and housing, and a TOTAL ANNUAL RENT row.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due

date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **PROPER HUSBANDRY; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Landlord. Upon request from the Landlord, Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by

Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

5. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge:

- i. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

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

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

- b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

6. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If terminated, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
7. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$10.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
8. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior

to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.

9. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
10. **REPAIRS.** Tenant shall maintain the fences on the Real Estate in good and proper repair. Tenant shall haul the materials to the repair site without charge to Landlord. If a fence must be totally replaced, Tenant is solely responsible for the cost of said replacement.
11. **IMPROVEMENTS.** All fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease. Tenant is prohibited from erecting or establishing any improvement other than cattle gates and fencing as necessary for cattle grazing.
12. **WELL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
13. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate
14. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
15. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, each party is responsible for its own attorney fees and court costs.
16. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
17. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
18. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
19. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
20. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such

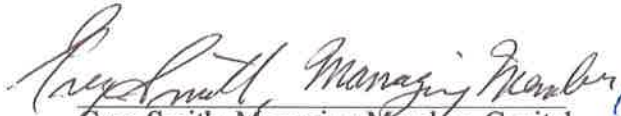
person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

21. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
22. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured and said insurance shall be primary and noncontributory.
23. **ADDITIONAL PROVISIONS.** Property is to be used solely for grazing cattle. Tenant is responsible for installing the necessary fencing and gates for this purpose and shall be responsible for maintaining the fence and gate in accordance with industry standards. Should the City need the Property for a project, the parties agree that the City may terminate this Lease within the statutory requirements of Iowa Code Section 562.7 by giving notice of termination prior to September 1st of the year proceeding year.

DATED: Feb. 6, 2025 DATED: MAR 24 2025

TENANT:

LANDLORD:


Greg Smith, Managing Member, Capital Management, LLC, Tenant


Robert K. Padmore, City Manager, City of Sioux City Iowa, Landlord

CORPORATE ACKNOWLEDGMENTS

STATE OF IOWA FL)

COUNTY OF WOODBURY Lee)

: ss

State of FL
County of Lee
On this 6 day of February, 2025
before me personally appeared Greg Smith
to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
SEAL (signed Eric L. Carlson)
NOTARY PUBLIC

On this 6th day of February, 2024, before me, a Notary

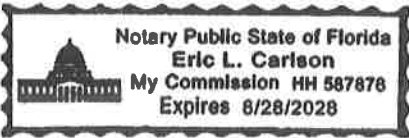
Public duly commissioned and qualified in and for said County and State, personally appeared Greg Smith the managing member of Capital Management LLC

each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by Capital Management LLC and each for themselves acknowledged the execution thereof to be their voluntary act and deed for the purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at the day and year last above written.

(SEAL)

This record was acknowledged before me on Greg Smith
by Greg Smith as Managing Member of Capital Management, LLC.



Eric L. Carlson
Signature of Notary Public

Sauken Dakota DL

CORPORATE ACKNOWLEDGMENTS

STATE OF)
IOWA

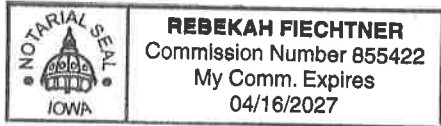
: ss

COUNTY OF)
WOODBURY

On this 24th day of March, 2025 before me, a Notary

Public duly commissioned and qualified in and for said County and State, personally appeared Robert K. Padmore, City Manager of the City of Sioux City, Iowa, and of said City, he being to me personally known to be the identical person and officer named in the foregoing instrument, who executed the same under and by virtue of the authority vested in him by the City Council of said City, and each for himself acknowledged the execution thereof to be his voluntary act and deed for the purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Sioux City, Iowa, the day and year last above written.



(SEAL)

NOTARY PUBLIC in and for said COUNTY and STATE



EXHIBIT A

10.21 Acres in NW1/4 NW1/4 of Section 19-89-46, Woodbury County, Iowa



4.584 Acres in S1/2 NW1/4 of Section 30-89-46, Woodbury County, Iowa



51.12 Acres in P_TSW₁/4 SEC 19 COM SW COR SW₁/4 of Section 19-89-46, Woodbury County, Iowa



Instrument #: 2025-03252

04/07/2025 03:21:30 PM Total Pages: 8

AGMT AGREEMENT

Recording Fee: \$ 42.00

Michelle K. Skaff, Auditor/Recorder Woodbury County Iowa



Purchase Agreement

IDE

PREPARER INFORMATION: Estefani Valdez, P.O. Box 447, Sioux City, Iowa 51102
Telephone No. (712) 279-6222

TAXPAYER INFORMATION: Capital Management, LLC
970 Wynstone Drive, Jefferson, SD 57038

RETURN DOCUMENT TO: City of Sioux City, Iowa, P.O. Box 447, Sioux City, Iowa 51102

GRANTORS: See page 5

GRANTEES: See page 5

LEGAL DESCRIPTION: See page 5

STATE OF IOWA

CITY OF SIOUX CITY

Woodbury County

Office of the City Clerk

I, Heidi Farrens, City Clerk of the City of Sioux City and City 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 the Resolution 2025-0239 adopted by the City Council of the City on the 17th day of March 2025 upon the call of yeas and nays thereof duly had and recorded.

Dated at Sioux City, Iowa this 1st day of April 2025.



(SEAL)



HEIDI FARRENS
CITY CLERK

RESOLUTION NO. 2025 - 0239
with attachments

RESOLUTION APPROVING A PURCHASE AGREEMENT AND ACCEPTING A PERMANENT EASEMENT FROM CAPITAL MANAGEMENT, LLC TO THE CITY OF SIOUX CITY IN CONNECTION WITH THE SIOUX CITY LANDFILL EXPANSION PROJECT (PROPERTY LOCATED SOUTH OF 5800 28TH STREET)

WHEREAS, in connection with the Sioux City Landfill Expansion Project, it is necessary and advisable that the City acquire a permanent easement for test well sites for the City's municipal landfill over land owned by Capital Management, LLC and legally described as follows:

That portion of the South Half of the Northwest Quarter (S1/2-NW1/4) of Section 19, Township 89 North, Range 46 West of the 5th P.M., Woodbury County, Iowa, described as follows:

Commencing at the north quarter corner of said Section 19; thence South 00°53'29" West along the east line of the NW1/4 of said Section 19 for a distance of 1307.73 feet to the northeast corner of said S1/2-NW1/4 and to the Point of Beginning; thence continuing South 00°53'29" West along said east line for a distance of 586.16 feet; thence North 89°55'23" West along a line parallel with and 721.5 feet distant from the south line of said NW1/4 for a distance of 2643.17 feet; thence North 01°38'48" East along a line parallel with and 307 feet distant from the west line of said NW1/4 for a distance of 585.88 feet to the north line of said S1/2-NW1/4; thence South 89°55'57" East along said north line for a distance of 2635.45 feet to the Point of Beginning, containing 35.50 acres more or less. Subject to easements, if any, of record or apparent; and further described as follows:

WHEREAS, Capital Management, LLC has agreed to and has executed a Purchase Agreement for the permanent easement over the above-described property in consideration of mutual benefits; and

WHEREAS, the City Council is advised and does believe that it is in the best interest of the City of Sioux City that the Purchase Agreement for the permanent easement over the above-described property should be approved as to form and content and that said Permanent Easement should be accepted; and

WHEREAS, the City Council is advised and does believe that mutual benefits is fair and equitable consideration for said Permanent Easement.


NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Purchase Agreement executed by Capital Management, LLC of Jefferson, South Dakota, a copy of which is attached hereto and by this reference made a part hereof, for the permanent easement for test well sites for the City's municipal landfill, be and the same is hereby approved as to form and content and the City Manager is hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City.

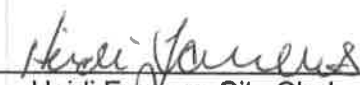
BE IT FURTHER RESOLVED that the City Clerk be, and she is hereby authorized and directed to file a certified copy of this resolution with said Purchase Agreement in the office of the Woodbury County Recorder/Auditor.

BE IT FURTHER RESOLVED that the Permanent Easement, a copy of which is attached hereto and by this reference made a part hereof, is hereby accepted on behalf of the City of Sioux City, Iowa.

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 said Permanent Easement in the office of the Woodbury County Recorder/Auditor.

PASSED AND APPROVED: March 17, 2025


Robert E. Scott, Mayor

ATTEST: 
Heidi Farrans, City Clerk

PREPARED BY: Ryan K. Gurwell, A & R Land Services, Inc., 1609 Golden Aspen Dr., Ste. 102, Ames, IA 50010, (515) 337-1197
 TAXPAYER: Capital Management, LLC, 970 Wynstone Drive, Jefferson, SD 57038
 RETURN TO: City of Sioux City, 405 6th Street, PO Box 447, Sioux City, IA 51102, (712) 279-6349

PURCHASE AGREEMENT

PARCEL NO. 1 CITY Sioux City
 PROJECT Sioux City Landfill Expansion COUNTY Woodbury

SELLER: Capital Management, LLC

THIS AGREEMENT made and entered into this 17th day of March, 2025, by and between Seller and the **CITY OF SIOUX CITY, IOWA**, Buyer.

- SELLER AGREES to sell and furnish to Buyer an easement, on form(s) furnished by Buyer, and Buyer agrees to buy the following easement, situated in parts of the following real estate, hereinafter referred to as the premises:

That portion of the South Half of the Northwest Quarter (S1/2-NW1/4) of Section 19, Township 89 North, Range 46 West of the 5th P.M., Woodbury County, Iowa, described as follows:

Commencing at the north quarter corner of said Section 19; thence South 00°53'29" West along the east line of the NW1/4 of said Section 19 for a distance of 1307.73 feet to the northeast corner of said S1/2-NW1/4 and to the Point of Beginning; thence continuing South 00°53'29" West along said east line for a distance of 586.16 feet; thence North 89°55'23" West along a line parallel with and 721.5 feet distant from the south line of said NW1/4 for a distance of 2643.17 feet; thence North 01°38'48" East along a line parallel with and 307 feet distant from the west line of said NW1/4 for a distance of 585.88 feet to the north line of said S1/2-NW1/4; thence South 89°55'57" East along said north line for a distance of 2635.45 feet to the Point of Beginning, containing 35.50 acres more or less. Subject to easements, if any, of record or apparent.

County of Woodbury, State of Iowa, including:

a perpetual easement for test well sites for the Buyer's municipal landfill, including the right to enter, reenter, construct, maintain, repair, and replace test well sites, together with the necessary appurtenances, with a maximum of 4 active test well sites in the easement area at any one time. It is understood and agreed by Buyer and Seller that Seller may continue to use the premises for livestock pasture purposes.

SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction.

- Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. Buyer shall exercise due care in entering or reentering the premises and shall compensate the Seller for actual damages caused to the premises or to Buyer's remaining property. Upon completion of construction, Seller may assume full use and enjoyment of the premises, except the Seller shall not construct permanent improvements within the perpetual easement area.
- Buyer agrees to pay and SELLER AGREES to grant this easement as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>0.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>0.00</u>	TOTAL LUMP SUM	

<u>BREAKDOWN</u>	<u>ACRES</u>
Land by Fee Title	_____
Permanent Easement	<u>35.50</u>
Temporary Easement	_____

- Names and addresses of lienholders are: None
- If requested to do so, SELLER will deliver to Buyer an abstract of title to the premises. SELLER AGREES to provide such documents as may be required to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

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6. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None.
7. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by construction shall be repaired or relocated at no expense to Seller. Seller is solely responsible for maintaining livestock fencing on or adjacent to the premises.
8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
10. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 *Renegotiation of Damages* of the Code of Iowa.
11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except: None.
12. In exchange for Seller donating the easement rights for this project for no compensation, Buyer hereby agrees to allow Seller use of Buyer's property described on Page 4 of this Agreement for livestock pasture purposes at no cost to the Seller for rent. Seller hereby agrees to be solely responsible for construction and maintenance of any livestock fence for use of Buyer's said property for pasture purposes. Buyer agrees to pay for the installation of a gate with limited access to the easement area to keep Seller's livestock on the premises. Buyer agrees that all test wells on the easement area shall be compatible with livestock grazing, including guardrails or other protective guards surrounding the test wells for safety purposes. Buyer agrees to maintain a minimum setback of 50 feet from the waterway on the premises for any test wells. The term of this agreement for use of said property owned by Buyer is 15 years, automatically renewing year to year, unless written termination notice is provided to elect not to renew. Buyer has the right to renew for an additional term after the 15-year period expires, but is under no obligation to from the terms of this Agreement.
13. Buyer shall exercise due care in entering or reentering said real estate, and shall compensate the Seller for actual damages caused to said real estate or to Seller's remaining property. The Buyer shall pay for all damages to landscaping, roads and driveways, fences, livestock, crops, fields, drain tile, crop loss reduction in yield due to compaction or other factors, and other property caused by the construction or maintenance of said test well sites. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any test well sites or any appurtenance thereto, the Buyer shall restore the Easement Area in good and workmanlike manner. In agricultural areas, the land within the easement area will be tilled and returned to a condition suitable for continued farming; and in urban areas, restoration of lawns by seeding to a condition comparable to its condition before construction. The Seller will be responsible for watering of new grass, if necessary, after seeding is complete.
14. Buyer and Seller shall have the right to change the grade, elevation or contour of any part of the easement area as necessary. The Buyer shall have the right to restore any changes in grade, elevation or contour made to the easement area that compromises the test well sites.
15. Buyer hereby agrees to research Buyer's records for an agreement between the Seller's family and the Buyer regarding previous arrangements to use the following property owned by the Buyer for livestock pasture purposes. If the agreement is found, Buyer agrees to provide Seller with a copy, confirming said arrangement.

 Parcel 894630100010, 27.66-acre parcel located in the SE1/4 NW1/4 of Section 30-89-46, Woodbury County, Iowa.

 Parcel 894630100009, 6.17-acre parcel located in the NE1/4 NW1/4 of Section 30-89-46, Woodbury County, Iowa
16. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
17. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.

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SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

CAPITAL MANAGEMENT, LLC

BY: *Greg Smith*
Greg Smith
Managing Member

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Woodbury } ss:
On this 5th day of December, A.D. 2024,
before me, the undersigned, a Notary Public in and for said State,
personally appeared
Greg Smith

4 to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the

entity(ies) upon behalf of which the person(s) acted, executed the instrument as his/her/their voluntary act and deed or the voluntary act and deed of said entity by it voluntary executed.

Daniel D. Dykstra
(Sign in Ink)
Daniel D. Dykstra
(Print / Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

____ INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):
Managing Member
____ Corporate Seal is affixed
 No Corporate Seal procured
____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER:

SIGNER IS REPRESENTING:


List name(s) of entity(ies) or person(s)
Capital Management, LLC

DANIEL D DYKSTRA
Notarial Seal, Iowa
Commission Number 120186
My Commission Expires 10/4/25

BUYER'S ACKNOWLEDGMENT

STATE OF Iowa,
COUNTY OF Woodbury, ss:

On this 17th day of March, 2025, before me, the undersigned, personally appeared, Robert K. Padmore, known to me to be the City Manager of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

 **REBEKAH FIECHTNER**
Commission Number 855422
My Comm. Expires
04/16/2027

[Signature]
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

BY *[Signature]*
Recommended by: Ryan K. Gurwell, Project Manager

Date: 12/9/24

BY *[Signature]*
Approved by: Robert K. Padmore, City Manager
City of Sioux City, Iowa

Date: **MAR 17 2025**

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LAND GRANTED BY BUYER TO SELLER FOR LIVESTOCK PASTURE PURPOSES

10.21 Acres in NW1/4 NW1/4 of Section 19-89-46, Woodbury County, Iowa



4.584 Acres in S1/2 NW1/4 of Section 30-89-46, Woodbury County, Iowa



51.12 Acres in W1/2 SW1/4 of Section 19-89-46, Woodbury County, Iowa

