

North Sioux City, South Dakota  
**Regular Meeting of the City Council**  
February 5, 2018 – 7:00 p.m.  
City Hall

PROPOSED AGENDA

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Approval of Minutes: January 8, 2018 Regular Meeting
- F. Agenda Items
  - 1. Parks Board Splashpad Update
  - 2. Lakeshore Estates Developer's Agreement
  - 3. Flynn Development Phase #2
  - 4. School Resource Officer Agreement
  - 5. Ride Along Program Policy
  - 6. 2018 Mower Purchase
  - 7. 2018 Traffic Study Final Approval
  - 8. Sioux Laundry Forcemain Change Order #2
  - 9. Sioux Laundry Forcemain Relocation Closeout
  - 10. Northshore Forcemain Change Order #1
  - 11. Northshore Forcemain Closeout.
  - 12. Bid Notice – 2018 Sewer Cleaning/Televising
  - 13. Bid Notice – North Derby 2” Overlay
- G. Community and Council Input
  - 1. LimeBike
- H. Executive Session\*
  - 1. Personnel
- I. Approval of Bills
- J. Adjournment



**UNAPPROVED**  
**North Sioux City, South Dakota**  
**City Council Regular Meeting Minutes**  
January 8, 2018

Meeting called to order at 7:00 p.m. by Mayor Fredericksen. Beavers, Berg, Cropley, Parks, Slater and Reiff were present. Absent: Christensen, Green. Also in attendance were City Administrator Ted Cherry, City Superintendent Tim Hogan, and City Attorney Darrell Jesse.

Mayor Fredericksen led the Pledge of Allegiance.

Motion by Parks second by Beavers to approve the agenda as presented. All members present voted aye.

Motion by Reiff second by Berg to approve the revised October 2, 2017 Regular Council Meeting Minutes. All members present voted aye.

Motion by Beavers second by Parks to approve the December 18, 2017 Regular Council Meeting Minutes. All members present voted aye.

Bill Pappas presented information to the City Council regarding the Dakota Valley Emergency Services District to move forward with ambulance services and EMT services with Sioux City. EMS services are running. DVESD is looking to purchase second ambulance and possibly start running paramedic services in the future, the District board must be on board with that. Sioux City is not transporting patients. There is a verbal agreement with Sioux City for paramedic services, but the board does not know what they will charge at this point. Response time from Sioux City on the first call was quick and the second call was approximately 17 minutes. Before the change over the average response time for paramedics was 7-8 minutes. Billing services have been contracted out and responders are learning how to write reports correctly for billing purposes. So far in 2018 there have been 19 calls for EMS services.

Cherry presented information on 2018 holidays. Motion by Parks second by Reiff to move the second meeting in February 2018 to February 20<sup>th</sup>, the first meeting in September 2018 to September 4<sup>th</sup>, and to move the meetings in July 2018 to July 9<sup>th</sup> and 23<sup>rd</sup>. All members present voted aye.

Cherry presented information on Vendor Recurring Payments. Slater asked about what the credit cards are used for and was told it was for office supplies and travel mainly. Motion by Reiff second by Berg to approve the vendor recurring payments as presented. All members present voted aye.

Motion by Beavers second by Reiff to approve the Dakota Dunes North Sioux Times as the official newspaper of North Sioux City. All members present voted aye.

Cherry presented information on the 2018 legislative trips to Pierre and Washington D.C.

Cherry presented information on the 2018 Municipal Elections. Asked Council to set the date of the election as April 10, 2018 and informed the Council that Beavers, Parks, Reiff, and Christiansen were up for re-election. Motion by Berg second by Cropley to set the 2018 municipal election date as April 10, 2018. All members present voted aye.

Motion by Cropley second by Parks to open a public hearing at 7:19pm for the Convention Hall 2018 Special Events Alcohol Licenses. All members present voted aye.

Cherry presented information. No public comment

Motion by Cropley second by Reiff to close the hearing at 7:20pm. All members present voted aye.

Motion by Parks second by Beavers to approve the licenses for the dates listed as presented. All members present voted aye

Cherry presented information on the Westshore Drive Reconstruction Closeout. The project is completed and ready for closeout for a total of \$2,677,244.03. Beavers clarified if seeding was completed yet, it has been. Motion by Beavers second by Reiff to accept the closeout documents for Westshore Drive

Cherry presented information on the 2017 Paving Closeout. Project completed for \$1,126,762,69. Motion by Cropley second by Beavers to accept the closeout documents for the 2017 Paving Project.

Cherry gave the City Council an update on the Military Road Bridge reconstruction. There has been a delay from the Corp of Engineers in giving a Section 408 Permit. The permit was applied for in August and also Sioux City applied for an 1156 application for Sioux City to pay for the permit to get completed. Staff from North Sioux City and Sioux City have reached out to Congressional leadership to put pressure on the Corp. It is not likely the bridge will be completed in 2018. The contract between the SD DOT and North Sioux City have not been completed until we know what the costs will be. SD DOT has agreed in principal to pay half of the costs. Bids have not been let because there are federal funds involved Sioux City cannot not let bids until the 408 permit is acquired.

Parks asked to reopen item 6 the 2018 Municipal Elections. Asked that a motion be made to publish the notice of vacancies. Also, to clarify that petitions cannot be circulated until January 26, 2018, as well that petitions need to be certified at City Hall. Motion by Parks second by Cropley to publish the notice of vacancies for the open council positions. All members present voted aye.

- One Council person, Ward One – 2 year term (Beavers)
- One Council person, Ward Two – 2 year term (Parks)
- One Council person, Ward Three – 2 year term (Reiff)
- One Council person, Ward Four – 2 year term (Christiansen)

Community/council input:

- 1) Cropley asked about the marketing process. Cherry stated that the new logo would be rolled out when the website is finished.
- 2) Cropley asked about getting a street light by the Caseys lift station to better light that area
- 3) SIMPCO approved the traffic study the previous week
- 4) Beavers asked about a sign stub. Hogan stated it has been cut off and taken care of.

Motion by Cropley second by Parks to enter Executive Session at 7:36 p.m. in accordance with SDCL 1-25-2 (sections 1 and 4) to discuss Personnel matters. All members present voted aye.

Regular session resumed at 7:55 p.m. Roll was taken, all were present.

Motion by Berg second by Reiff to approve the bills as presented. All members present voted aye.

BOMGAARS	288.07	SOCKET SET (2), TAPE MEASURE (2)
C. W. SUTER SVCS	1479.90	SR CNTR- AC UNITS
COLONIAL LIFE	173.08	DEC2017 PREM 12/08, 12/22
CRYSTAL CLEAN	500.00	STRIP & WAX FLOOR-LIB
DAILEY, MICHAEL	602.25	2017 EMPLOYEE DINNER
DAKOTA TRAFFIC SERVICES, LLC	1915.00	YELLOW TAPE (70), 2' TELES PAR
DATA TECH	4096.66	2018 SUMMIT LIC/SUPPORT FEE
DAKOTA DUNES/NSC TIMES	1579.71	DEC2017 PUBLISHING FEES
DEMCO, INC	107.29	LIB SUPPLIES
DOC DEPOT & DESTRUCTION	45.00	SHREDDING (1 BIN)
ELECTRIC INNOVATIONS	2105.52	LIB COMPUTER RPLCMNT
FOLLETT SCHOOL SOL	1191.50	FEB2018-JAN2019 MEMBERSHIP
FOUR SEASONS	224.55	JAN2018 FITNESS CHGS
GILL CONST	18468.15	WESTSHORE REC PROJ
GILL HAULING	8834.91	DEC2017 RESIDENTIAL WASTE
H2O 4 U	62.50	BOTTLED WATER (5)
HALMAN CONST	5567.00	SR CENTER-DOOR ENCLOSURE

HAWKINS, INC	5.00	CHLORINE CYLINDER
CORE & MAIN LP	380.40	WATER REPAIR PARTS
HENKINSCHULTZ	563.00	PHOTO SHOOTS
JACK'S UNIFORMS & EQUIP	168.85	CLOTHING ALLOWANCE
EAKES OFFICE SOLUTIONS	99.40	TOWELS (3 CS)
JOSEPH W. BEHRENDT	500.00	LIB-MEDIA SHELVES
KEVIN ODELL ELECTRIC, INC.	7605.23	WESTSHORE/NORTHSHORE CROSSWALK
LEADER-COURIER	34.74	CH-1 YR SUBS
LOCAL NO. 749	278.00	DEC2017 DUES
MATHESON TRI-GAS	152.99	SHOP SUPPLIES
MB CLEANING	1680.00	CLEANING (4)
MIDAMERICAN ENERGY	13216.41	DEC 2017 UTILITY CHGS
MOBILE AUTOGLASS	80.00	TRACTOR WINDOW REP
NSC ECON DEV CORP	86000.00	2018 ANNUAL CONTRIBUTION
O'REILLY AUTOMOTIVE, INC.	227.48	WIPER FLD (8), BLUE DEF (2)
OFFICE ELEMENTS	46.71	CH-SUPPLIES
OFFICE SYSTEMS CO	175.73	JAN2018 COPY & LEASE EXP
ONE OFFICE SOLUTION	341.93	PD-SUPPLIES
PER MAR SECURITY SVCS	176.01	1Q2018 SEC MONITORING SVC
PINNACLE HEATING/COOLING	492.50	STOVE PIPE-OIL BURNER
QUALITY FLOWS	18552.00	SIOUX LAUNDRY FORCE MAIN
GARY ROAN	1070.00	NOV-DEC 2017 INSPECTIONS (16)
SCHIMBERG COMPANY	91.56	PARTS (18)
SD ASSOC OF CODE ENFORCEMENT	40.00	2018 MEMBERSHIP DUES
SD BUILDING OFFICIALS' ASSOC	50.00	2018 MEMBERSHIP DUES
SD CITY MNGMT ASSOC	150.00	2018 MEMBERSHIP DUES
SD DEPT OF ENV & NATL RES	350.00	2018 WASTEWATER DUES
SD GOV'T FINC OFF ASSOC	40.00	2018 MEMBERSHIP DUES
SD GOVT HR ASSOC	50.00	2018 MEMBERSHIP DUES
SD MUNICIPAL LEAGUE	2969.39	SD MUNICIPAL HANDBOOKS
SD MUNICIPAL STREET MTNC ASSOC	35.00	2018 MEMBERSHIP DUES
SD DEPT OF HEALTH	176.00	BOD, SOLIDS
SDML WORKERS' COMP FUND	20608.00	2018 WORKERS COMP
SOUTH EAST CNCL OF GOV	4791.00	2018 SECOG DUES
SIOUX CITY FENCE	8555.63	CASEY'S LS PROJECT
THE SIOUXLAND INITIATIVE	2500.00	AIR SVC MRKTNG AUG-OCT 2017
THE BOULDER COMPANY	39.53	SIGN BOLTS (50)
USABLUEBOOK	319.00	RAIL MARKING (10)
VAN DIEST SUPPLY CO	460.60	ICE MELT
VERIZON WIRELESS	705.58	DEC2017 CELL CHGS
WOODBURY CTY EMERG SVCS	479.13	JAN2018 STARCOMM
WOODHOUSE	117.75	UNIT4-BLOWER MTR
FIRST FINANCIAL BANK USA	344.44	NOV2017 CC CHGS
PRINCIPAL LIFE INSUR CO	2,541.95	DEC2017 LIFE & DTL PREM
VERIZON WIRELESS	80.24	DEC2017 CELL CHG-CHERRY

As required by SDCL 6-1-10, the following is a list of the December 2017 payroll by department:

Finance/Admin	\$19,418.41
Library	\$6,400.97
Police	\$35,208.07
Public Works	\$22,286.99

Also required in SDCL 6-1-10, the governing board shall publish a complete list of officers and employees salaries following the beginning of the fiscal year:

Mayor	Fredericksen, Randy	8,000.00	Annually
Alderman	Beavers, Harold	5,500.00	Annually
Alderman	Berg, Doug	5,500.00	Annually
Alderman	Christiansen, Joan	5,500.00	Annually
Alderman	Cropley, Lesa	5,500.00	Annually
Alderman	Green, Lonnie	5,500.00	Annually
Alderman	Parks, Dan	5,500.00	Annually
Alderman	Reiff, Tammy	5,500.00	Annually
Alderman	Slater, Rodd	5,500.00	Annually
City Administrator	Cherry, Ted	84,468.00	Annually
Finance Assistant	Avalos, Lucero	15.45	Hourly
Finance Officer	Kloostra, Susan	58,073.60	Annually

Finance Assistant	Roupe, Jennifer	18.54	Hourly
Admin. Assistant	Handy, Pasha	13.91	Hourly
Librarian	Goehring, Jerald	11.23	Hourly
Library Director	Welte, Liane	41,204.80	Annually
Assistant Librarian	Diane, Behrendt	13.91	Hourly
Police Officer	Close, Samantha	21.84	Hourly
Police Secretary	Gorsett, Peggy	17.89	Hourly
Chief of Police	Headid, Rich	68,619.20	Annually
Police Officer	Mahlke, Faustin	19.79	Hourly
Police Officer	McIntosh, Derek	22.95	Hourly
Police Officer	Ryan, Andrew	20.28	Hourly
Police Officer	Ryan, Phil	20.79	Hourly
Police Officer	Sharkey, Dustin	21.31	Hourly
Public Works	Beavers, Danny	20.30	Hourly
Public Works	Beavers, Shane	20.30	Hourly
Public Works Superintendent	Hogan, Tim	65,467.60	Annually
Public Works	Henley, Jesse	17.00	Hourly
Public Works	Montagne, Rusty	20.40	Hourly
Public Works	Wolverton, Larry	18.25	Hourly
Senior Center	Mersch, Patricia	12.67	Hourly

Motion by Beavers second by Reiff to adjourn at 7:56 p.m. All members present voted aye.

**Approved**

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**Randy Fredericksen, Mayor**

**Attested**

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**Ted Cherry, City Administrator**



# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City, City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2017  
Re: Splashpad Update

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**Background:** Brian Damon from the North Sioux City Parks Board will be on hand to present further information regarding the plans for the splashpad including the location in Ferrari Park, their fundraising efforts, and other information the council might find informative.

**Financial Consideration:** none

**Recommendation:** Information Only





# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2018  
Re: Lakeshore Estates Developer’s Agreement

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**Background:** The City Council created the Lakeshore Estates Tax Increment District #4 in 2017. This developer’s agreement is one further step to complete the process. The agreement states that the City is responsible for remitting increment funds to the developer to pay off the loan they receive to update and construct infrastructure in the district.

The terms are that a total of \$2,800,000 over the course of the 20 years of the Increment district lifespan. If the amount is paid back to the developer before the 20-year period then the taxes would then remit back to the regularly taxing entities. The City does have the right to inspect any paperwork having to deal with the development and the district. Also, the developer must commence construction soon and complete the construction or the City may terminate the agreement if a remedy is not found.

This agreement allows for the final details of the district to be completed and the construction can commence in the Spring.

**Financial Consideration:** None at this time

**Recommendation:** Administration would recommend the approval of the developer’s agreement with Lakeshore Estates LLC.

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018(this “Agreement”) by and between the **CITY OF NORTH SIOUX CITY**, 504 River Dr., North Sioux City, South Dakota 57049-3007 a South Dakota municipal corporation ( “City”); \_\_\_\_\_, a South Dakota limited liability company, \_\_\_\_\_, South Dakota \_\_\_\_\_ (“Developer);

**WITNESSETH:**

**WHEREAS**, City has an interest in promoting economic development and is authorized pursuant to SDCL Chapter 11-9 (the “Act”) to create tax increment districts for such purposes; and

**WHEREAS**, in order to accelerate the development of certain property that would not otherwise occur solely through private investment in the reasonably foreseeable future, the City Council on October 2, 2017 adopted Resolution No. 2017-07, City created Tax Increment District Number Four (the “TID”) encompassing the following described real property:

LOT 8 OF LOT D OUTLOT LESS R-1 NORTH SIOUX CITY 31.09A and LAKESHORE ESTATES 1ST ADD IN LOT 7 OF LOT D OUTLOT N SIOUX CITY (10.15 A)

**WHEREAS**, the Act authorizes the expenditure of funds derived within a tax increment district for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the City establishing the TID, for grants, costs of public works or public improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in Section 11-9-14 of the Act; and

**WHEREAS**, on October 2, 2017, the City Council adopted Resolution No. 2017-07 to approve the Tax Increment Project Plan, a copy of the plan is attached hereto as *Exhibit A* providing for development of the TID Property (the “Project Plan”), which included the payment of a grant in the amount not to exceed \$2,800,000 toward certain costs of development as described in the Project Plan.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, City and Developer hereby agree as follows:

**Section 1. Definitions**

Unless the context otherwise requires, the terms used in this Agreement will have the meanings set forth in this Section. If not defined in this Agreement, capitalized terms will have the meaning given to them in the Project Plan.

“**Act**” means SDCL Chapter 11-9, as may be amended from time to time.

“**Base Revenues**” means the taxes collected on the Base Value.

“**Base Value**” means the value of the TID Property at the time of the creation of the district as certified by the South Dakota Secretary of Revenue.

“**Construction Schedule**” means the timetable for constructing the improvements specified in Section 2.08.

**“Reimbursable Costs”** means those costs set forth in the Project Plan, of which the maximum amount of \$2,800,000, plus accrued interest, is eligible for reimbursement by the City for the use of Tax Increment Revenues, subject to limitations as set forth in Section 2.01(a) below and the Project Plan.

**“Project”** will have the meaning specified in Section 3.01 of this Agreement.

**“Project Costs”** means the costs set forth on Schedule 1 to the Project Plan, and any additional costs necessary to complete the Project.

**“Project Plan”** means the Project Plan attached as *Exhibit A*.

**“Tax Increment Revenues”** means all tax revenues of the TID Property in excess of the Base Revenues.

**“TID”** means Tax Increment District Number 4.

**“TID Property”** will have the meaning set forth in the recitals.

Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

## **Section 2. Obligation and Representations**

**2.01 Remittance of Tax Increment Revenues; City’s Expenses.** As reimbursement for eligible Project Costs, City agrees to grant to Developer, but solely from Tax Increment Revenues, a sum not to exceed \$2,800,000, plus interest incurred by Developer but in no event at the rate greater than 5 per annum on the principal balance from time to time commencing on the date Developer first incurs expenses or makes a draw on its financing for Reimbursable Costs of the TID Property, until the expiration of the term hereof set forth in Section 5.01. Developer shall notify City in writing of the date such expense was incurred. The actual sum paid to the Developer shall be limited to actual documented and certified costs of the Project incurred by Developer as listed in Schedule 1 of the Project Plan.

**2.02 Grant.** The parties acknowledge that Developer’s right to receive the Tax Increment Revenues hereunder is a grant under the Act, and a personal property right vested with Developer on the date hereof.

**2.03 No Certificated Tax Increment Revenue Bonds.** City will have no obligations to the Developer except as set forth in this Agreement, and will not issue any certificated tax increment revenue bonds to evidence such obligations.

**2.04 Developer’s Representations.** Developer represents to City as follows:

- (a) Developer is a limited liability company duly authorized and validly existing in the State of South Dakota;
- (b) Developer has the authority to enter into this Agreement and to perform the requirements of this Agreement;
- (c) Developer’s performance under this Agreement will not violate any applicable judgment, order, law or regulation;
- (d) Developer’s performance under this Agreement will not result in the creation of any claim against City for money or performance, any lien, charge, encumbrance or security interest upon any asset of City; and

- (e) Developer will have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital, and that Developer currently has the right to develop and build on the TID Property. However, no Tax Increment Revenues shall be payable until such time as Developer has a fee simple ownership of the TID Property.

**2.05 Approvals.** City and Developer represent each to the other that the execution, delivery, and performance of this Agreement on its part does not require consent or approval of any person that has not been obtained.

**2.06 Payments; Assignment of Payments.**

- (a) The City will make eligible payments due to Developer within a reasonable time, not to exceed 90 days, of the City's receipt of real estate tax payments semi-annually. The projected, but in no way guaranteed, payments from Tax Increment Revenues for the TID in each year are set forth on *Exhibit A* attached hereto and incorporated herein by this reference.
- (b) Developer may assign its rights to payments hereunder for the purposes of financing its obligations related to this Agreement, but Developer's right to such payments is subject to the other limitations of this Agreement.

**Continued Cooperation.** City and Developer represent each to the other that it will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

**2.08 Completion of Improvements.** Developer shall diligently work to successfully complete any and all improvements described in the Project Plan not later than five years after a district is created:

**2.09 No General Obligation of the City.** City's obligations hereunder are limited obligations payable solely out of the Tax Increment Revenues and are not payable from any other revenues of City, nor a charge against its general taxing power. Each payment under 2.01(a) is subject to annual appropriations by the City Council. Developer shall bear all risks that such Tax Increment Revenues may be insufficient to pay the amounts specified in Section 2.01.

### **Section 3. The Project**

**3.01 The Project.** The Project will be comprised of real estate, and the design, construction, assembly, and installation of the improvements described in the Project Plan, including elements described within the Project Plan as “project costs” and “non-project costs,” and the full implementation thereof.

### **3.02 Intentionally Omitted**

**3.03 Financing of the Project and Improvements.** Payment of all Project Costs will be made from Developer’s own capital and from other sources obtained solely by Developer. Developer may use any or part of the TID Property as collateral for such loans as required to pay Project Costs.

### **Section 4. Developer Covenants**

**4.01 Duties and Obligations of Developer.** Developer hereby agrees to: (a) complete, or cause to be completed, all improvements described in the Project Plan and this Agreement, (b) provide, or cause to be provided, all materials, labor, and services for completing the Project, (c) obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property, (d) cooperate with the City in providing all necessary information to City, including documentation of actual expenses incurred for eligible Project Costs, in order to assist the City in complying with this Agreement, and (e) submit written annual reports, starting no later than thirty (30) days following the end of the fiscal year in which the TID was created detailing the amount of Tax Increment Revenues received and the amounts thereof applied to pay Developer’s principal and interest on its private financing.

**4.02 Liability.** Developer will be solely responsible for compensation payable to any employee or contractor of Developer, and none of Developer’s employees or contractors will be deemed to be employees or contractors of City. No director, officer, employee or agent of City shall be personally responsible for any liability arising under or growing out of this Agreement.

**4.03 Taxes & Licenses.** Developer will pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon Developer or upon the business conducted on the TID Property, or upon any of Developer’s property used in connection therewith, including employment taxes; and Developer shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by Developer. Should the Developer fail to timely pay property taxes pursuant to this paragraph the City shall withhold TID increment payment until property taxes owed by the Developer are current.

**4.04 Examination of Records.** Developer will allow City to conduct examinations, during regular business hours and following notice to Developer by City, of the books and records related to this Agreement no matter where books and records are located.

**4.05 Minimize Reimbursable Costs.** Developer will use prudent and reasonable methods to minimize the actual costs incurred for Eligible Project Costs listed in the Project Plan.

## **Section 5. Term and Termination**

**5.01 Term.** The term of this Agreement shall commence on the date hereof and end on the date which is the *earliest* to occur of the following, at which time City's obligations hereunder will be deemed fully discharged:

- (i) the date on which the amount payable under Section 2.01 has been paid to Developer; or
- (ii) the date this Agreement is terminated as provided in Section 5.02; or
- (iii) the twenty years after the calendar year of creation of the TID.

**5.02 Default and Termination.** If Developer fails to commence and complete construction substantially in accordance with the Construction Schedule, City may terminate this Agreement if Developer does not cure its failure within forty-five (45) calendar days after receiving written notice from City requesting the failure be cured; provided however, if such cure is not reasonably susceptible of being cured within such forty-five day period, then Developer shall be given additional time to cure such default provided that Developer is diligently acting to cure the same. If the Agreement is terminated as set forth in this Section, City's obligations under this Agreement will be deemed fully discharged.

## **Section 6. Miscellaneous**

**6.01 Non-Waiver.** Provisions of this Agreement may be waived only in writing. No course of dealing on the part of City, or Developer nor any failure or delay by City or Developer in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

**6.02 Conflict of Interest.** Developer acknowledges that South Dakota law prohibits a City officer or employee from having a financial interest in any contract with City or any City agency such as City-owned utilities. Developer warrants and certifies, and this Agreement is made in reliance thereon, that no officer, employee or agent of City has a financial interest in the execution of this Agreement separate from that of the general public.

**6.03 Entire Agreement.** This Agreement embodies the final and entire agreement between the parties hereto concerning the subject matter herein. The Project Plan attached to this Agreement is incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between the Project Plan and a provision of this Agreement, the provision of this Agreement will control.

**6.04 Amendments.** All amendments to this Agreement and the Project Plan may only be made in a writing executed by City and Developer.

**6.05 Severability.** If any clause or provision of this Agreement is held invalid or unenforceable, such holding will not invalidate or render unenforceable any other provision hereof.

**6.06 Venue and Governing Law.** This Agreement shall be construed under and in accordance with the laws of the state of South Dakota. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Minnehaha County, South Dakota.

**6.07 Notice.** Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the following addresses:

**City**

CITY OF NORTH SIOUX CITY  
504 River Dr  
North Sioux City, SD 57029-3007

Attn: City Administrator

**Developer**

Lakeshore Estates, LLC  
c/o Chris Bogenrief  
400 Gold Circle, Ste. 120  
Dakota Dunes, SD 57049

Any of the above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications may be sent.

**6.08 Captions.** Captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

**6.09 Assignment.** This Agreement, and the rights and obligations of Developer hereunder, may not be assigned, transferred or otherwise conveyed without the prior written consent of City, which may be withheld or conditioned in City's discretion. The City expressly does herein agree to the assignment of this Agreement by the Developer to any financial institution.

**6.10 No Obligation to Undertake Project.** Nothing contained in this Agreement shall be deemed or construed as the obligation of the Developer to proceed with the construction of the Project. Rather, the obligations stated herein shall be deemed conditions to the City's payment of Tax Increment Revenues.

**6.11 Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement of this Agreement, the parties hereto acknowledge and agree that the prevailing party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.

**6.12 Appropriation of Funds.** To the extent the City is required to do so by law, the City shall take such actions as may be required from time to time to appropriate funds pursuant to applicable law to satisfy its obligations under this Agreement.

**6.13 Counterparts.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

**6.14 Recording.** Neither this Agreement nor a memorandum thereof shall be recorded in the office of the Union County Register of Deeds.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

ATTEST:

\_\_\_\_\_  
CITY FINANCE OFFICER

(seal)

**CITY**

CITY OF NORTH SIOUX CITY

\_\_\_\_\_  
MAYOR

**DEVELOPER**

LAKESHORE ESTATES LLC

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

Its: \_\_\_\_\_

EXHIBIT A  
PROJECT PLAN

TAX INCREMENTAL DISTRICT  
NUMBER FOUR,  
CITY OF NORTH SIOUX CITY

TAX INCREMENTAL  
PROJECT PLAN

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## INTRODUCTION AND PURPOSE

The purpose of this Plan, to be implemented by the City of North Sioux City is to satisfy the requirements for a Tax Incremental District Plan Number Four, City of North Sioux City as specified in SDCL Chapter 11-9. There are 11 mandated requirements of the Plan, each to be addressed in this Plan. The principal purpose of the Plan is to define eligible property and to define a Tax Incremental Plan for funding eligible activities blighted area of the City.

This Plan was prepared for adoption by the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote affordable workforce housing, and accomplish the City's development objectives for improving the continued viability of the North Sioux City.

## GENERAL DEFINITIONS AS USED IN THIS PLAN

The following terms found in this Plan have the following meanings:

**"Base" or "Tax Incremental Base"** means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

**"City Council"** means the City Council of the City of North Sioux City.

**"City of North Sioux City"** means North Sioux City, South Dakota, a municipality.

**"Department of Revenue"** means the South Dakota Department of Revenue.

**"District"** means the Tax Incremental District.

**"Economic Development"** means all powers expressly granted and reasonably inferred pursuant to SDCL §9-54.

**"Fiscal year"** means that fiscal year of the City of North Sioux City.

**"Generally Applicable Taxes"** shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

**"Governing body"** means the City Council.

**"Grant"** the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality.

**"Infrastructure Improvements"** means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

**"Municipality"** means any incorporated city in this state.

**"Planning Commission"** means the City of North Sioux City Planning Commission.

**"Plan"** means this Project Plan.

**"Project Costs"** means any expenditure or monetary obligations by the City of North Sioux City, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by the City of North Sioux City in connection with the implementation of this Plan.

**"Project Plan"** means properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-16.

**"Public Works"** means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

**"Taxable Property"** all real taxable property located in a Tax Incremental District;

**"Tax Incremental District"** a contiguous geographic area within a City defined and created by resolution of the governing body and named City of North Sioux City Tax Incremental District Number Four;

**"Tax Increment Valuation"** is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

**"Tax Increment Law"** means South Dakota Codified Laws Chapter 11-9.

## PROPERTY WITHIN THE TAX INCREMENT DISTRICT

The real property to be located within the Tax Increment District is legally described as follows:

LOT 8 OF LOT D OUTLOT LESS R-1 NORTH SIOUX CITY 31.09A and LAKESHORE ESTATES 1ST ADD IN LOT 7 OF LOT D OUTLOT N SIOUX CITY (10.15 A) (the "District").

## LISTING OF KIND, NUMBER, LOCATION AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS<sup>1</sup>.

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred by the City. The Project Costs includes capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto, diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by the City.

The City is working to develop an economic and competitive base to benefit the City and the state as a whole. All project costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota law.

A combination of private investment and tax increment financing will assist progress toward the following additional objectives:

- To address and remedy conditions in the area that impair or arrest the sound growth of the City;
- To implement the Comprehensive Plan and its related element;
- To effectively utilize undeveloped and underdeveloped land;
- To improve pedestrian, bicycle, vehicular, and transit-related circulation and safety;
- To ultimately contribute to increased revenues for all taxing entities;
- To watch for market and/or project opportunities to eliminate blight, and when such opportunities exist, to take action within the financial, legal and political limits of the City to acquire land, demolish and remove structures, provide relocation benefits, and pursue redevelopment, improvement and rehabilitation projects; and
- To improve areas that are likely to significantly enhance the value of substantially all property in the district.

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<sup>1</sup> SDCL §11-9-16(1).

## COSTS OF PUBLIC WORKS OR IMPROVEMENTS

In accordance with SDCL § 11-9-16 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

Kind of Project Cost	Number of Projects	Location <sup>2</sup>	Amount	Reference <sup>3</sup>
Capital Costs		District		11-9-14(1)
Financing Costs		District		11-9-14(2)
Real Property Assembly		District		11-9-14(3)
Professional Fees		District		11-9-14(4)
Administrative Costs		District		11-9-14(5)
Relocation Costs		District		11-9-14(6)
Organizational Costs		District		11-9-14(7)
Discretionary Costs and Grants		District	\$7,855,507	11-9-14(8)
Eligible Project Costs			\$7,855,507 <sup>4</sup>	

<sup>2</sup>District shall mean the Tax Increment District.

<sup>3</sup>SDCL §11-9-14 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

<sup>4</sup> Maximum amount, actual amount of grant shall be limited to feasibility and will be evidenced in a developer's agreement to be drafted and approved by the common council.

The above total represents eligible Project Costs. Only such amounts as are feasible will be financed by a monetary obligation or used for a grant which is estimated to be an amount presently will not to exceed \$2,800,000.<sup>5</sup>

## EXPENDITURES EXCEEDING ESTIMATED COST

Any expenditures which in sum would exceed the total amount stated above will require an amendment of this plan. All amendments are undertaken pursuant to SDCL §11-9-23. When the expenditures are increased above the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

## FEASIBILITY STUDY.<sup>6</sup>

An economic feasibility study is attached as Schedule 4. The project is only feasible if there is contribution from the City through the Tax Increment District.

## ECONOMIC DEVELOPMENT STUDY

Not less than 50% of the area within the proposed district will stimulate and develop the general economic welfare and prosperity of the city and state through the promotion and advancement of industrial and commercial activity as indicated in the Economic Development Study attached as Schedule 5.

## DETAILED LIST OF ESTIMATED PROJECT COSTS<sup>7</sup>

Attached as Schedule 1 is a detailed list of estimated Project Costs. No expenditure for Project Costs is provided for more than five years after the district.

## FISCAL IMPACT STATEMENT<sup>8</sup>

Attached as Schedule 3 is the Fiscal Impact Statement on other taxing districts found within the Tax Increment District, both until and after the bonds are repaid.

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<sup>5</sup> If the project costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to redetermine the tax increment base when additional project costs are added to a plan. SDCL §11-9-23 By including “wish list” project costs, the governing body protects itself when the assessment is greater than originally estimated.

<sup>6</sup> SDCL §11-9-16(2)

<sup>7</sup> SDCL §11-9-16(3)

<sup>8</sup> SDCL § 11-9-16(4).

## METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS<sup>9</sup>

Project Costs shall be paid by the proceeds of tax increment revenue. There shall be no advances by the City. The City may reimburse for administrative costs at the end of year fifth year from the tax increments and at the end of the Plan after payment of all approved reimbursable costs.

### MAXIMUM AMOUNT OF TAX INCREMENTAL REVENUE

The maximum amount of tax incremental revenue bonds, monetary obligations, grants or reimbursable costs to be paid through Tax Increment Number Four shall depend on the anticipated revenues from the tax increment and is anticipated not to exceed a cumulative amount of \$2,800,000.00 principal amount or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District plus interest. The City may enter into one or more development agreements whereby the tax increment revenues would be used in accordance with the terms and conditions of the development agreements (the “monetary obligation”).

### DURATION OF TAX INCREMENTAL PLAN

The duration of the Plan will extend to the number of years it will take for the extinguishment of the monetary obligation, except that the Plan duration shall not exceed 20 years from the full year following the date of creation of the District.

### ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed of the Base. All taxing districts shall receive that base which will be the value set for 2017 taxes payable in 2018. The tax increment will be available to the taxing jurisdictions at or before 20 years after at the creation of the District. Schedule 3 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

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<sup>9</sup> SDCL § 11-9-13(5)

## CONDITIONS MAP<sup>10</sup>, IMPROVEMENTS MAP<sup>11</sup>, ZONING CHANGE MAP<sup>12</sup>

The conditions map is attached as Attachment 1. The Improvements map is attached as Attachment 2. The Zoning Change Map is attached as Attachment 3.

## CHANGES TO THE CITY OF NORTH SIOUX CITY MASTER PLAN, MAP, BUILDINGS CODES AND CITY ORDINANCES<sup>13</sup>.

The City has made changes in the master plan, map, building codes and City ordinances as indicated on Attachment 3.

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<sup>10</sup> SDCL § 11-9-16(1)

<sup>11</sup> SDCL § 11-9-16(2)

<sup>12</sup> SDCL § 11-9-16(3)

<sup>13</sup> SDCL §11-9-16(4)

## LIST OF ESTIMATED DEVELOPMENT PROJECT COSTS<sup>14</sup>.

The following is a list of the Development Project Costs. All costs are listed as taxable value, actual non-project costs will exceed the following amounts:

Project	
Estimated Total Taxable Improvements in the District*	\$22,600,000

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\*costs of residential housing units plus costs indicated below not covered as project costs.

## STATEMENT OF DISPLACEMENT AND RELOCATION PLAN<sup>15</sup>

No residents or families will be displaced by the Project. There are no families or persons residing on the premises. Therefore, no relocation Plan is needed.

## PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY.

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a developers agreement.

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<sup>14</sup> SDCL §11-9-16(5)

<sup>15</sup> SDCL § 11-9-16(16)

## **LIST OF SCHEDULES**

SCHEDULE 1 Detail of Project Costs

SCHEDULE 2 Estimated Captured Taxable Values

SCHEDULE 3 Fiscal Impact Statement

SCHEDULE 4 Economic Feasibility Schedule

SCHEDULE 5 Blight Study

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## **ATTACHMENTS**

Attachment 1. Map and Legal Description and existing uses and conditions

Attachment 2. Map of Real Property Improvement and uses

Attachment 3. Map of proposed changes in zoning ordinances

## SCHEDULE 1 – "DETAIL OF PROJECT COSTS"

Kind of Project Cost	Number of Projects	Location <sup>16</sup>	Amount	Reference <sup>17</sup>
Capital Costs		District		11-9-14(1)
Financing Costs		District		11-9-14(2)
Real Property Assembly		District		11-9-14(3)
Professional Fees		District		11-9-14(4)
Administrative Costs		District		11-9-14(5)
Relocation Costs		District		11-9-14(6)
Organizational Costs		District		11-9-14(7)
Discretionary Costs and Grants		District	\$7,855,507	11-9-14(8)
Eligible Project Costs			\$7,855,507 <sup>18</sup>	

<sup>16</sup>District shall mean the Tax Increment District .

<sup>17</sup>SDCL §11-9-14 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

<sup>18</sup> Total Eligible Grant Costs: Land Acquisition: \$2,689,905. Infrastructure: \$4,018,645, Design/Soft Costs: \$ 778,957, Real Estate Commissions: \$ 368,000



**Opinion of Probable Cost**  
**Lakeshore Estates Site Improvements Phase I 2017**  
**North Sioux City, South Dakota**  
**May 1, 2017**  
**DGR Project #266103**

Item No.	Item Code	Qty.	Units	Description	Unit Price	Total Price
<b>Division I - Off Site Sanitary Sewer to Ex. Lift Station</b>						
1	1090-105-D-0	1	L.S.	Mobilization	\$ 20,000.00	\$ 20,000.00
2	3010-108-C-0	60	Ton	Trench stabilization rock	\$ 35.00	\$ 2,100.00
3	3010-SP-1	500	C.Y.	Remove trench backfill material	\$ 10.00	\$ 5,000.00
4	3010-SP-2	500	C.Y.	Furnish and install trench soils	\$ 10.00	\$ 5,000.00
5	4010-108-A-1	281.7	L.F.	8" PVC sanitary sewer main	\$ 40.00	\$ 11,268.00
6	4010-108-C-2	538.0	L.F.	8" PVC sanitary sewer main w/ 16" steel casing pipe,	\$ 250.00	\$ 134,500.00
7	4060-SP-1	819.7	L.F.	Video inspection of storm/sanitary sewer main	\$ 4.00	\$ 3,278.80
8	6010-SP-1	1	Ea.	Sanitary manhole, type SW-301 48" base, ring and cover	\$ 1,500.00	\$ 1,500.00
9	6010-SP-2	17.1	V.F.	Sanitary manhole, type SW-301, 48"	\$ 350.00	\$ 5,985.00
10	6010-SP-3	1	Ea.	Sanitary manhole, type SW-301 60" base, ring, cover, and trash basket	\$ 5,000.00	\$ 5,000.00
11	6010-SP-4	16.2	V.F.	Sanitary manhole, type SW-301, 60"	\$ 450.00	\$ 7,290.00
12	6010-SP-5	1	L.S.	Bore Pits and additional work	\$ 110,000.00	\$ 110,000.00
13	8010-SP-1	1	L.S.	Traffic Control	\$ 3,000.00	\$ 3,000.00
14	9010-108-B-0	0.7	Ae.	Hydraulic seeding, fertilizing, and mulching w/bonded	\$ 5,000.00	\$ 3,500.00
15	9040-108-N	720	L.F.	Silt fence, furnish, install, maintain and remove	\$ 4.00	\$ 2,880.00
16	9040-SP-1	1	L.S.	Erosion control	\$ 5,000.00	\$ 5,000.00
					<b>Subtotal - Division I</b>	<b>\$ 325,301.80</b>

**Division II - Utility and Paving A & B St**

17	1090-105-D-0	1	L.S.	Mobilization	\$ 70,000.00	\$ 70,000.00
18	2010-108-C-0	1	L.S.	Clearing and grubbing	\$ 5,000.00	\$ 5,000.00
19	2010-108-E-0	3,160.0	C.Y.	Excavation, class 10, on-site	\$ 4.00	\$ 12,640.00
20	2010-108-H-0	203	Ton	Subgrade treatment, 18", cement	\$ 100.00	\$ 20,300.00
21	2010-108-H-0	781.6	C.Y.	Subgrade treatment, crushed stone	\$ 48.00	\$ 37,516.80
22	2010-108-H-0	1,875.8	S.Y.	Subgrade treatment, geogrid	\$ 6.00	\$ 11,254.80
23	3010-108-C-0	900	Ton	Trench stabilization rock	\$ 35.00	\$ 31,500.00
24	3010-SP-1	7,000	C.Y.	Remove trench backfill material	\$ 10.00	\$ 70,000.00
25	3010-SP-2	7,000	C.Y.	Furnish and install trench soils	\$ 10.00	\$ 70,000.00
26	4010-108-A-1	2,515.1	L.F.	8" PVC sanitary sewer main	\$ 40.00	\$ 100,604.00
27	4010-108-E-0	456	L.F.	6" PVC sanitary sewer service	\$ 35.00	\$ 15,960.00
28	4010-SP-1	7	Ea.	Sanitary sewer wye, 8"x6" PVC	\$ 200.00	\$ 1,400.00
29	4020-108-A-1	175.5	L.F.	Storm sewer, trenched, class III RCP, 15"	\$ 35.00	\$ 6,142.50
30	4020-108-A-1	174.8	L.F.	Storm sewer, trenched, class III RCP, 18"	\$ 40.00	\$ 6,992.00
31	4020-108-A-1	394.8	L.F.	Storm sewer, trenched, class III RCP, 24"	\$ 45.00	\$ 17,766.00
32	4020-108-A-1	260.5	L.F.	Storm sewer, trenched, class III RCP, 30"	\$ 60.00	\$ 15,630.00
33	4020-108-A-1	371.5	L.F.	Storm sewer, trenched, class III RCP, 36"	\$ 80.00	\$ 29,720.00
34	4020-108-A-1	702.1	L.F.	Storm sewer, trenched, class III RCP, 42"	\$ 110.00	\$ 77,231.00
35	4030-108-B-0	1	Ea.	Pipe apron with footing, class III RCP, 42"	\$ 2,500.00	\$ 2,500.00
36	4060-SP-1	4,188	L.F.	Video inspection of storm/sanitary sewer main	\$ 4.00	\$ 16,752.00
37	5010-108-A-1	1,447.5	L.F.	Water main, trenched, PVC, C900, 8"	\$ 40.00	\$ 57,900.00
38	5010-108-C-1	4	Ea.	Fitting, MJ cap, DIP, 8"	\$ 600.00	\$ 2,400.00
39	5010-108-C-1	4	Ea.	Fitting, 11.25 deg. bend, DIP, 8"	\$ 900.00	\$ 3,600.00
40	5010-108-C-1	2	Ea.	Fitting, Tee, DIP, 8"x6"	\$ 900.00	\$ 1,800.00
41	5010-108-C-1	1	Ea.	Fitting, Cross, DIP, 8"x8"	\$ 900.00	\$ 900.00
42	5010-108-D-0	334.2	L.F.	Water service stub, PE SDR7, 1"	\$ 25.00	\$ 8,355.00
43	5010-SP-1	10	Ea.	1" corporation stop and tap	\$ 300.00	\$ 3,000.00
44	5010-SP-2	10	Ea.	1" curb stop and valve box	\$ 300.00	\$ 3,000.00

Item No.	Item Code	Qty.	Units	Description	Unit Price	Total Price
45	5010-SP-3	1	Ea.	Connect to existing water main	\$ 1,000.00	\$ 1,000.00
46	5020-108-A-0	10	Ea.	Valve, gate valve/box, 8"	\$ 1,500.00	\$ 15,000.00
47	5020-108-C-0	1	Ea.	Fire hydrant assembly	\$ 4,000.00	\$ 4,000.00
48	5020-108-C-0	4	Ea.	Alternate Fire hydrant assembly	\$ 4,500.00	\$ 18,000.00
49	5020-108-D-0	2	Ea.	Temporary blowoff on 8" main	\$ 1,000.00	\$ 2,000.00
50	5020-SP-1	1	Ea.	Fire hydrant extension, 6"	\$ 900.00	\$ 900.00
51	5020-SP-2	1	Ea.	Fire hydrant extension, 12"	\$ 1,000.00	\$ 1,000.00
52	6010-108-B-0	3	Ea.	Intake type, SW-507	\$ 3,500.00	\$ 10,500.00
53	6010-108-B-0	2	Ea.	Intake type, SW-509	\$ 3,500.00	\$ 7,000.00
54	6010-108-B-0	2	Ea.	Intake type, SW-510	\$ 3,500.00	\$ 7,000.00
55	6010-108-B-0	1	Ea.	Intake type, SW-511	\$ 2,000.00	\$ 2,000.00
56	6010-SP-1	9	Ea.	Sanitary manhole, type SW-301 48" base, ring and cover	\$ 1,500.00	\$ 13,500.00
57	6010-SP-2	1	Ea.	Storm manhole, type SW-401 60" base, ring and cover	\$ 3,000.00	\$ 3,000.00
58	6010-SP-3	2	Ea.	Storm manhole, type SW-404 60"x 48" base, ring and cover	\$ 10,000.00	\$ 20,000.00
59	6010-SP-4	114.5	V.F.	Sanitary manhole, type SW-301, 48"	\$ 350.00	\$ 40,075.00
60	6010-SP-5	7	V.F.	Storm manhole, type SW-401, 60"	\$ 400.00	\$ 2,800.00
61	7010-108-A-0	6643.3	S.Y.	Pavement, PCC, 6"	\$ 40.00	\$ 265,732.00
62	8010-SP-1	1	L.S.	Traffic Control	\$ 4,000.00	\$ 4,000.00
63	9010-108-B-0	5.8	Ac.	Hydraulic seeding, fertilizing, and mulching w/bonded fiber matrix, type 2, slopes and ditches	\$ 5,000.00	\$ 29,000.00
64	9040-108-J-0	480	Ton	Rip Rap, Class E	\$ 250.00	\$ 120,000.00
65	9040-108-N	5735	L.F.	Silt fence, furnish, install, maintain and remove	\$ 4.00	\$ 22,940.00
66	9040-SP-1	1	L.S.	Erosion control	\$ 15,000.00	\$ 15,000.00
					<b>Subtotal - Division II</b>	<b>\$ 1,304,311.10</b>
					<b>Division I &amp; II Subtotal</b>	<b>\$ 1,954,914.70</b>
					<b>Contingency (5%)</b>	<b>\$ 97,745.74</b>
					<b>Admin, Engineering, &amp; Legal* (20%)</b>	<b>\$ 390,982.94</b>
					<b>Total Estimate - Phase I</b>	<b>\$ 2,443,643.38</b>

\*Estimated and includes survey, platting, design, geotechnical services, bidding, construction administration and observation, staking, and testing.  
Does not include any realignment of Steeter Drive or connection to Sodrac Drive.

**Opinion of Probable Cost**  
**Lakeshore Estates Site Improvements Phase II 2018**  
**North Sioux City, South Dakota**  
**May 1, 2017**  
**DGR Project #266103**

Item No.	Item Code	Qty.	Units	Description	Unit Price	Total Price
1	1090-105-D-0	1	L.S.	Mobilization	\$ 30,000.00	\$ 30,000.00
2	2010-108-E-0	1566.4	C.Y.	Excavation, class 10, on-site	\$ 4.00	\$ 6,265.60
3	2010-108-H-0	65.6	Ton	Subgrade treatment, 18", cement	\$ 100.00	\$ 6,560.00
4	2010-108-H-0	252.9	C.Y.	Subgrade treatment, crushed stone	\$ 48.00	\$ 12,139.20
5	2010-108-H-0	607	S.Y.	Subgrade treatment, geogrid	\$ 6.00	\$ 3,642.00
6	3010-108-C-0	106	Ton	Trench stabilization rock	\$ 35.00	\$ 3,710.00
7	3010-SP-1	450	C.Y.	Remove trench backfill material	\$ 10.00	\$ 4,500.00
8	3010-SP-2	450	C.Y.	Furnish and install trench soils	\$ 10.00	\$ 4,500.00
9	4010-108-A-1	417.3	L.F.	8" PVC sanitary sewer main	\$ 40.00	\$ 16,692.00
10	4010-108-E-0	386.9	L.F.	6" PVC sanitary sewer service	\$ 35.00	\$ 13,541.50
11	4010-SP-1	7	Ea.	Sanitary sewer wye, 8"x6" PVC	\$ 200.00	\$ 1,400.00
12	4010-SP-2	1	L.S.	Connect to existing sanitary sewer	\$ 1,000.00	\$ 1,000.00
13	4020-108-A-1	206.5	L.F.	Storm sewer, trenched, class III RCP, 18"	\$ 40.00	\$ 8,260.00
14	4020-SP-1	1	L.S.	Connect to existing storm sewer	\$ 1,000.00	\$ 1,000.00
15	4060-SP-1	623.8	L.F.	Video inspection of storm/sanitary sewer main	\$ 4.00	\$ 2,495.20
16	5010-108-A-1	467.4	L.F.	Water main, trenched, PVC, C900, 8"	\$ 40.00	\$ 18,696.00
17	5010-108-C-1	1	Ea.	Fitting, MJ cap, DIP, 8"	\$ 600.00	\$ 600.00
18	5010-108-D-0	359.7	L.F.	Water service stub, PE SDR7, 1"	\$ 25.00	\$ 8,992.50
19	5010-SP-1	11	Ea.	1" corporation stop and tap	\$ 300.00	\$ 3,300.00
20	5010-SP-2	11	Ea.	1" curb stop and valve box	\$ 300.00	\$ 3,300.00
21	5010-SP-3	1	Ea.	Connect to existing water main	\$ 1,000.00	\$ 1,000.00
22	5020-108-C-0	1	Ea.	Fire hydrant assembly	\$ 4,000.00	\$ 4,000.00
23	5020-108-C-0	1	Ea.	Alternate Fire hydrant assembly	\$ 4,500.00	\$ 4,500.00
24	5020-SP-1	1	Ea.	Fire hydrant extension, 6"	\$ 900.00	\$ 900.00
25	5020-SP-2	1	Ea.	Fire hydrant extension, 12"	\$ 1,000.00	\$ 1,000.00
26	6010-108-B-0	1	Ea.	Intake type, SW-507	\$ 3,500.00	\$ 3,500.00
27	6010-108-B-0	1	Ea.	Intake type, SW-511	\$ 3,500.00	\$ 3,500.00
28	6010-SP-1	2	Ea.	Sanitary manhole, type SW-301 48" base, ring and cover	\$ 1,500.00	\$ 3,000.00
29	6010-SP-3	21	V.F.	Sanitary manhole, type SW-301, 48"	\$ 350.00	\$ 7,350.00
30	7010-108-A-0	2198	S.Y.	Pavement, PCC, 6"	\$ 40.00	\$ 87,920.00
31	9010-108-B-0	1.4	Ac.	Hydraulic seeding, fertilizing, and mulching w/bonded	\$ 5,000.00	\$ 7,000.00
32	9040-108-N	1263	L.F.	Silt fence, furnish, install, maintain and remove	\$ 4.00	\$ 5,052.00
33	9040-SP-1	1	L.S.	Erosion control	\$ 15,000.00	\$ 15,000.00
					<b>Subtotal</b>	<b>\$ 294,316.00</b>
					<b>Contingency (5%)</b>	<b>\$ 14,715.80</b>
					<b>Admin, Engineering, &amp; Legal* (20%)</b>	<b>\$ 58,863.20</b>
					<b>Total Estimate - Phase II</b>	<b>\$ 367,895.00</b>

\*Includes survey, design, geotechnical services, platting, bidding, administration, observation, staking, and testing. Does not include any realignment of Steeter Drive or connection to Sodrae Drive.

**Opinion of Probable Cost**  
**Lakeshore Estates Site Improvements Phase III 2019**  
**North Sioux City, South Dakota**  
**May 1, 2017**  
**DGR Project #266103**

Item No.	Item Code	Qty.	Units	Description	Unit Price	Total Price
1	1090-105-D-0	1	L.S.	Mobilization	\$ 30,000.00	\$ 30,000.00
2	2010-108-E-0	3369.8	C.Y.	Excavation, class 10, on-site	\$ 4.00	\$ 13,479.20
3	2010-108-H-0	133.5	Ton	Subgrade treatment, 18", cement	\$ 100.00	\$ 13,350.00
4	2010-108-H-0	515	C.Y.	Subgrade treatment, crushed stone	\$ 48.00	\$ 24,720.00
5	2010-108-H-0	1236.1	S.Y.	Subgrade treatment, geogrid	\$ 6.00	\$ 7,416.60
6	3010-108-C-0	216	Ton	Trench stabilization rock	\$ 35.00	\$ 7,560.00
7	3010-SP-1	950	C.Y.	Remove trench backfill material	\$ 10.00	\$ 9,500.00
8	3010-SP-2	950	C.Y.	Furnish and install trench soils	\$ 10.00	\$ 9,500.00
9	4010-108-A-1	857.5	L.F.	8" PVC sanitary sewer main	\$ 40.00	\$ 34,300.00
10	4010-108-E-0	936.3	L.F.	6" PVC sanitary sewer service	\$ 35.00	\$ 32,770.50
11	4010-SP-1	17	Ea.	Sanitary sewer wye, 8"x6" PVC	\$ 200.00	\$ 3,400.00
12	4010-SP-2	2	Ea.	Connect to existing sanitary sewer	\$ 1,000.00	\$ 2,000.00
13	4020-108-A-1	402.4	L.F.	Storm sewer, trenched, class III RCP, 18"	\$ 40.00	\$ 16,096.00
14	4020-SP-1	2	Ea.	Connect to existing storm sewer	\$ 1,000.00	\$ 2,000.00
15	4060-SP-1	1259.9	L.F.	Video inspection of storm/sanitary sewer main	\$ 4.00	\$ 5,039.60
16	5010-108-D-0	769.9	L.F.	Water service stub, PE SDR7, 1"	\$ 25.00	\$ 19,247.50
17	5010-SP-1	24	Ea.	1" corporation stop and tap	\$ 300.00	\$ 7,200.00
18	5010-SP-2	24	Ea.	1" curb stop and valve box	\$ 300.00	\$ 7,200.00
19	5020-108-C-0	3	Ea.	Fire hydrant assembly	\$ 4,000.00	\$ 12,000.00
20	5020-108-C-0	1	Ea.	Alternate Fire hydrant assembly	\$ 4,500.00	\$ 4,500.00
21	5020-SP-1	1	Ea.	Fire hydrant extension, 6"	\$ 900.00	\$ 900.00
22	5020-SP-2	1	Ea.	Fire hydrant extension, 12"	\$ 1,000.00	\$ 1,000.00
23	6010-108-B-0	2	Ea.	Intake type, SW-509	\$ 3,500.00	\$ 7,000.00
24	6010-108-B-1	2	Ea.	Intake type, SW-511	\$ 3,500.00	\$ 7,000.00
25	6010-SP-1	4	Ea.	Sanitary manhole, type SW-301 48" base, ring and cover	\$ 1,500.00	\$ 6,000.00
26	6010-SP-2	43.1	V.F.	Sanitary manhole, type SW-301, 48"	\$ 350.00	\$ 15,085.00
27	7010-108-A-0	4474.3	S.Y.	Pavement, PCC, 6"	\$ 40.00	\$ 178,972.00
28	9010-108-B-0	2.8	Ac.	Hydraulic seeding, fertilizing, and mulching w/bonded	\$ 5,000.00	\$ 14,000.00
29	9040-108-N	2656.7	L.F.	Silt fence, furnish, install, maintain and remove	\$ 4.00	\$ 10,626.80
30	9040-SP-1	1	L.S.	Erosion control	\$ 15,000.00	\$ 15,000.00
<b>Subtotal</b>					<b>\$</b>	<b>\$ 516,863.20</b>

Contingency (5%) \$ 25,843.16  
Admin, Engineering, & Legal\* (20%) \$ 103,372.64  
**Total Estimate - Phase III \$ 646,079.00**

\*Includes survey, design, geotechnical services, platting, bidding, administration, observation, staking, and testing. Does not include any realignment of Steeter Drive or connection to Sodrac Drive.

**Opinion of Probable Cost**  
**Lakeshore Estates Site Improvements Phase IV 2020**  
**North Sioux City, South Dakota**  
**May 1, 2017**  
**DGR Project #266103**

Item No.	Item Code	Qty.	Units	Description	Unit Price	Total Price
1	1090-105-D-0	1	L.S.	Mobilization	\$ 30,000.00	\$ 30,000.00
2	2010-108-E-0	2714.1	C.Y.	Excavation, class 10, on-site	\$ 4.00	\$ 10,856.40
3	2010-108-H-0	114.1	Ton	Subgrade treatment, 18", cement	\$ 100.00	\$ 11,410.00
4	2010-108-H-0	660.5	C.Y.	Subgrade treatment, crushed stone	\$ 48.00	\$ 31,704.00
5	2010-108-H-0	1056.9	S.Y.	Subgrade treatment, geogrid	\$ 6.00	\$ 6,341.40
6	3010-108-C-0	93.9	Ton	Trench stabilization rock	\$ 35.00	\$ 3,286.50
7	3010-SP-1	450	C.Y.	Remove trench backfill material	\$ 10.00	\$ 4,500.00
8	3010-SP-2	450	C.Y.	Furnish and install trench soils	\$ 10.00	\$ 4,500.00
9	4010-108-A-1	417.5	L.F.	8" PVC sanitary sewer main	\$ 40.00	\$ 16,700.00
10	4010-108-E-0	837	L.F.	6" PVC sanitary sewer service	\$ 35.00	\$ 29,295.00
11	4010-SP-1	10	Ea.	Sanitary sewer wye, 8"x6" PVC	\$ 200.00	\$ 2,000.00
12	4010-SP-2	1	Ea.	Connect to existing sanitary sewer	\$ 1,000.00	\$ 1,000.00
13	4020-108-A-1	62	L.F.	Storm sewer, trenched, class III RCP, 24"	\$ 45.00	\$ 2,790.00
14	4020-SP-1	2	Ea.	Connect to existing storm sewer	\$ 1,000.00	\$ 2,000.00
15	4060-SP-1	417.5	L.F.	Video inspection of storm/sanitary sewer main	\$ 4.00	\$ 1,670.00
16	5010-108-A-1	768.1	L.F.	Water main, trenched, PVC, C900, 8"	\$ 40.00	\$ 30,724.00
17	5010-108-C-1	2	Ea.	Fitting, MJ cap, DIP, 8"	\$ 600.00	\$ 1,200.00
18	5010-108-D-0	749	L.F.	Water service stub, PE SDR7, 1"	\$ 25.00	\$ 18,725.00
19	5010-SP-1	20	Ea.	1" corporation stop and tap	\$ 300.00	\$ 6,000.00
20	5010-SP-2	20	Ea.	1" curb stop and valve box	\$ 300.00	\$ 6,000.00
21	5010-SP-3	2	Ea.	Connect to existing water main	\$ 1,000.00	\$ 2,000.00
22	5020-108-C-0	2	Ea.	Fire hydrant assembly	\$ 4,000.00	\$ 8,000.00
23	5020-108-C-0	2	Ea.	Alternate Fire hydrant assembly	\$ 4,500.00	\$ 9,000.00
24	5020-SP-1	1	Ea.	Fire hydrant extension, 6"	\$ 900.00	\$ 900.00
25	5020-SP-2	1	Ea.	Fire hydrant extension, 12"	\$ 1,000.00	\$ 1,000.00
26	6010-108-B-0	2	Ea.	Intake type, SW-509	\$ 3,500.00	\$ 7,000.00
27	6010-SP-1	2	Ea.	Sanitary manhole, type SW-301 48" base, ring and cover	\$ 1,500.00	\$ 3,000.00
28	6010-SP-2	22.9	V.F.	Sanitary manhole, type SW-301, 48"	\$ 350.00	\$ 8,015.00
29	7010-108-A-0	3839.2	S.Y.	Pavement, PCC, 6"	\$ 40.00	\$ 153,568.00
30	9010-108-B-0	2.3	Ac.	Hydraulic seeding, fertilizing, and mulching w/bonded	\$ 5,000.00	\$ 11,500.00
31	9040-108-N	2284.4	L.F.	Silt fence, furnish, install, maintain and remove	\$ 4.00	\$ 9,137.60
32	9040-SP-1	1	L.S.	Erosion control	\$ 15,000.00	\$ 15,000.00
<b>Subtotal</b>					\$	<b>448,822.90</b>
<b>Contingency (5%)</b>					\$	<b>22,441.15</b>
<b>Admin, Engineering, &amp; Legal* (20%)</b>					\$	<b>89,764.58</b>
<b>Total Estimate - Phase IV</b>					\$	<b>561,028.63</b>

\*Includes survey, design, geotechnical services, platting, bidding, administration, observation, staking, and testing. Does not include any realignment of Steeter Drive or connection to Sodrac Drive.

## SCHEDULE 2 – "ESTIMATED CAPTURED TAXABLE VALUES"

BASE-ESTIMATED TAXES THAT WILL GO TO TAXING DISTRICTS DURING TIF

INCREMENT-ESTIMATED TAXES THAT WILL GO TO TAX INCREMENT FUND

Estimated Total Improvements: \$22,600,000

Current Rates:

City: \$2.528 per thousand (15.4% of total taxes)

County: \$3.398 per thousand (20.7 of total taxes)

School: \$10.406 per thousand (63.4% of total taxes)

Dakota Valley Emergency Services District: \$.0732 (.4% of total taxes)

Maximum Impact – Assuming all improvements are built in 24 months.

TIF Year	Total Taxes
3	\$409,060.00
4	\$409,060.00
5	\$409,060.00
6	\$409,060.00
7	\$409,060.00
8	\$409,060.00
9	\$409,060.00
10	\$409,060.00
11	\$409,060.00
12	\$409,060.00
13	\$409,060.00
14	\$409,060.00
15	\$409,060.00
16	\$409,060.00
17	\$409,060.00
18	\$409,060.00
19	\$409,060.00
20	\$409,060.00

# SCHEDULE 3 - "FISCAL IMPACT STATEMENT"

## FISCAL IMPACT STATEMENT- TAX INCREMENT DISTRICT NUMBER FOUR

### INTRODUCTION

The fiscal impact statement is intended to provide a succinct analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-16(4). It is not intended to rival the level of detail required by a detailed financial analysis. A fiscal impact statement shows the impact of the Tax Increment District, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the district.

### DEFINITIONS

**"Assumptions"** means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

**"Base Revenues"** means the taxes collected on the base value.

**"Fiscal Impact"** means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

**"Revenue"** means ad valorem taxes.

**"Tax Increment District "** means City of North Sioux City Tax Increment District Number Four.

**"Taxing Districts"** means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

**"Tax Increment Revenues"** means all revenues above the Base Revenues.

### ASSUMPTIONS:

1. The property will have improvements which at completion will be valued for taxable purposes at \$22,600,000.
2. The average tax levy of all taxing districts will be \$17.064 per thousand dollars of taxable valuation.
3. Tax increment will start to be collected in 2019 and end prior to the 20<sup>th</sup> anniversary of the creation.

### FISCAL IMPACT:

The total fiscal impact upon the taxing entities during the term of the Tax Increment District is as follows:

Taxing District will continue to receive taxes on the taxable value throughout the duration of the District.

Maximum Fiscal Impact would be as follows:

<b>TIF Year</b>	<b>Total Taxes</b>
3	\$72,072.00
4	\$146,781.18
5	\$142,506.00
6	\$199,836.00
7	\$258,804.00
8	\$258,804.00
9	\$342,090.00
10	\$342,090.00
11	\$342,090.00
12	\$342,090.00
13	\$342,090.00
14	\$352,352.70
15	\$352,352.70
16	\$352,352.70
17	\$409,060.00
18	\$409,060.00
19	\$409,060.00
20	\$409,060.00

## SCHEDULE 4 – “ECONOMIC FEASIBILITY STUDY”

The City of North Sioux City has been approached concerning the development of land which has been designated the “Campbell Street 2<sup>nd</sup> Addition Project”. The project is proposed to be constructed on land located within the City of North Sioux City that has not previously been developed.

The Developer has indicated that the project is not feasible without the assistance of the Tax Increment District. This is a “but for” type of tax increment district financing. The project will not proceed “but for” the assistance from the City through the creation of a tax increment district for the project.

An essential component of the project City funding is for certain eligible Project Costs (“Project Costs”) needed to support the Project (or any other comprehensive development of the site), all of which is currently estimated to not to exceed \$2,800,000.

The City has made it clear that City funding for grants and public improvements must be supported by the tax revenues generated by the Project, and not by the general revenues of the City. The vehicle through which this can be accomplished is through tax increment financing under the South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tools used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area (“tax increment financing district”) is established as the “base value.” As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a “Project Plan” duly adopted by the City. The City of North Sioux City has guidelines as provided for within statute, there are a few exceptions and instances where the City has taken the liberty to further define and interpret.

The estimated increment resulting from the improvements would be \$2,800,000 as evidence by the table below.

The following table indicates that it would be feasible to finance \$2,800,000.



This document represents the feasibility study required under Tax Increment District Law Section 11-9-16 (Subsections 2, 4 and 5). The study concludes that the proposed project is feasible. It is assumed that all obligations incurred would be adequately secured as to allow the payment of principal and interest when due.

## SCHEDULE 5 – “ECONOMIC DEVELOPMENT STUDY”

Construction of housing has a direct economic benefit on the local economy. In a study by the Oregon Housing and Community Services, construction of housing has a direct, indirect and induced impact on the City and the state of South Dakota.

### Annual Operational Impact (per \$10,000 invested)

	Local Impact				Statewide Impact			
	Direct	Indirect	Induced	Total	Direct	Indirect	Induced	Total
Total Output	\$10,000	\$2,703	\$7,954	\$20,658	\$10,000	\$2,848	\$9,641	\$22,489
Labor Income	\$ 2,408	\$ 957	\$3,293	\$ 6,657	\$ 2,419	\$ 978	\$3,870	\$ 7,270
Value Added*	\$ 6,316	\$1,463	\$4,759	\$12,538	\$ 6,286	\$1,522	\$5,757	\$13,565

\*“Value Added” is a calculated figure in the model that measures the value of the economic outputs less the value of the intermediate consumption necessary to produce those outputs.

Source: Oregon Housing and Community Services Housing as an Economic Stimulus, 2008

The Minnesota Housing Finance Agency also calculated the direct, indirect and induced impact of single-family housing.

**Table 5: Single-Family New Construction Funded by Minnesota Housing, Annual Average 2007-10**

	Minnesota Housing		Other Sources		Total	
Expenditures	\$28 million		\$3 million		\$31 million	
<b>Impact</b>	<b>Employment</b>	<b>Value Added</b>	<b>Employment</b>	<b>Value Added</b>	<b>Employment</b>	<b>Value Added</b>
Direct	157	\$12 million	17	\$1 million	175	\$13 million
Indirect	91	\$7 million	10	\$1 million	101	\$7 million
Induced	89	\$6 million	10	\$1 million	98	\$7 million
Total	336	\$24 million	37	\$3 million	374	\$27 million

Source: Economic Impact of Minnesota Housing’s Investments, May 2011

National Home Builders paper entitled The Economic Impact of Home Building in a Typical Local Area; Income, Jobs, and Taxes Generated, April 2015, estimated one-year impacts of building 100 single-family homes in a typical local area. Those impacts include:

- \$28.7 million in local income,
- \$3.6 million in taxes and other revenue for local governments, and
- 394 local jobs. “The impacts were calculated assuming that new multifamily units built in the typical local area have an average market value of \$145,000; which includes \$14,000 in raw land value and \$13,672 in permit, hook-up, impact and other fees paid to local governments; and incur an average annual property tax of \$1,626 per unit. Value is based on national median asking rent for new apartments in the Survey of Market Absorption (funded by HUD and conducted by the U.S. Census Bureau) and the national median

rent to value ratio in the inaugural Rental Housing Rental Housing Finance Survey (also funded by HUD and conducted by the Census Bureau). The assumptions about the construction related fee percentage and residential property tax rate are the same as for single-family construction.”

Housing development has direct effect on many business divisions in the community as shown below in the impact of 100 – single family homes.

**Impact of Building 100 Single-Family Homes in a Typical Local Area  
Phase III—Ongoing, Annual Effect That Occurs Because Units Are Occupied  
A. Local Income and Jobs by Industry**

Industry	Local Income	Local Business Owners' Income	Local Wages and Salaries	Wages & Salaries per Full-time Job	Number of Local Jobs Supported
Construction	\$232,500	\$85,600	\$147,000	\$55,000	3
Manufacturing	\$800	\$0	\$800	\$53,000	0
Transportation	\$6,500	\$3,200	\$3,400	\$29,000	0
Communications	\$230,800	\$96,100	\$134,800	\$81,000	2
Utilities	\$81,800	\$17,300	\$64,500	\$97,000	1
Wholesale and Retail Trade	\$639,700	\$104,500	\$535,200	\$31,000	17
Finance and Insurance	\$151,400	\$5,600	\$145,900	\$88,000	2
Real Estate	\$283,900	\$117,700	\$166,300	\$55,000	3
Personal & Repair Services	\$145,100	\$57,100	\$88,000	\$40,000	2
Services to Dwellings / Buildings	\$55,900	\$21,600	\$34,300	\$37,000	1
Business & Professional Services	\$617,400	\$190,300	\$427,100	\$60,000	7
Eating and Drinking Places	\$306,100	\$57,900	\$248,300	\$27,000	9
Automobile Repair & Service	\$123,800	\$37,200	\$86,500	\$40,000	2
Entertainment Services	\$47,400	\$8,100	\$39,300	\$29,000	1
Health, Educ. & Social Services	\$606,600	\$70,200	\$536,400	\$55,000	10
Local Government	\$460,000	\$0	\$460,000	\$60,000	8
Other	\$102,200	\$50,000	\$52,100	\$42,000	1
<b>Total</b>	<b>\$4,091,900</b>	<b>\$922,400</b>	<b>\$3,169,900</b>	<b>\$46,000</b>	<b>69</b>

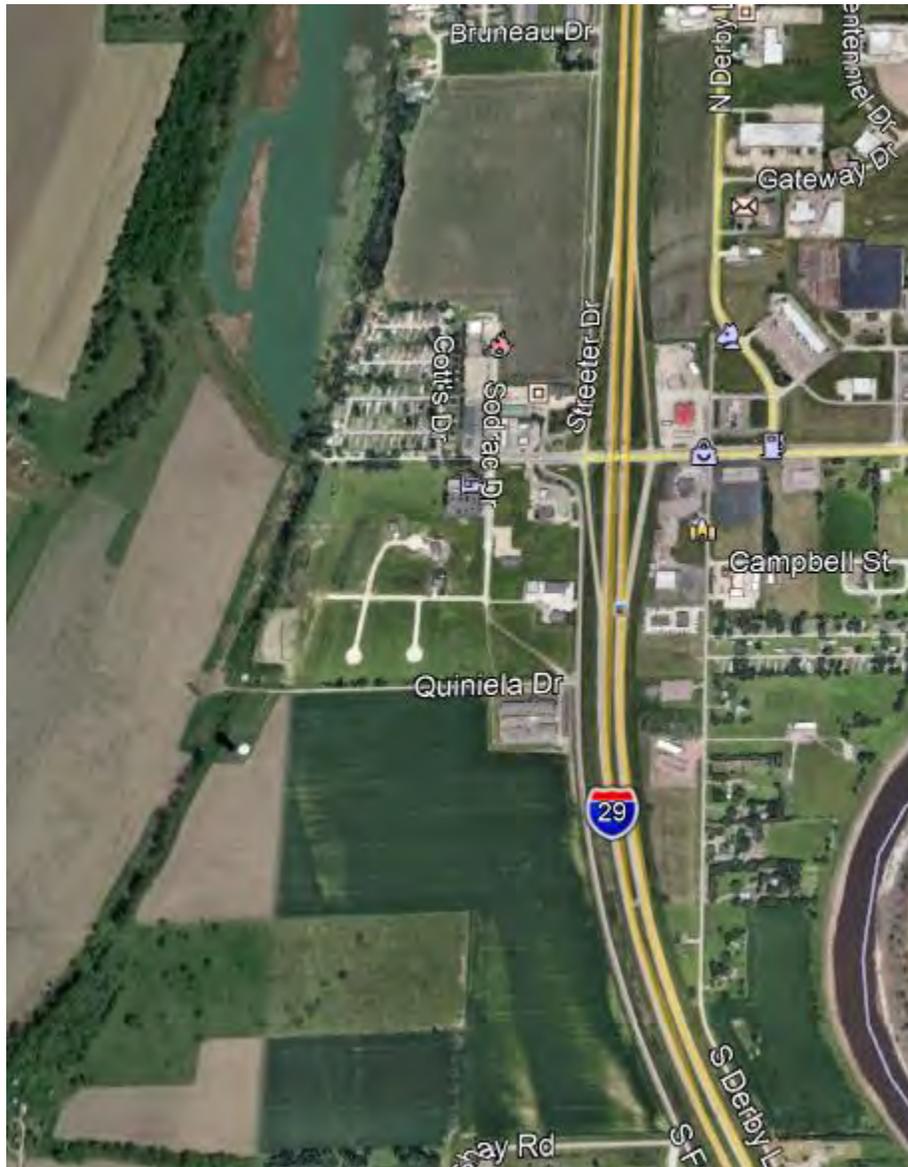
**B. Local Government General Revenue by Type**

TAXES:		USER FEES & CHARGES:	
Business Property Taxes	\$143,800	Residential Permit / Impact Fees	\$0
Residential Property Taxes	\$370,100	Utilities & Other Govt. Enterprises	\$230,700
General Sales Taxes	\$50,700	Hospital Charges	\$85,300
Specific Excise Taxes	\$21,300	Transportation Charges	\$7,700
Income Taxes	\$14,400	Education Charges	\$8,000
License Taxes	\$13,600	Other Fees and Charges	\$58,100
Other Taxes	\$11,000	<b>TOTAL FEES &amp; CHARGES</b>	<b>\$389,900</b>
<b>TOTAL TAXES</b>	<b>\$624,900</b>	<b>TOTAL GENERAL REVENUE</b>	<b>\$1,014,800</b>

The current project will have a direct, indirect and induced effect on the North Sioux City which will include added jobs, taxes, user fees, and property.

# ATTACHMENT 1

## Existing Conditions Map

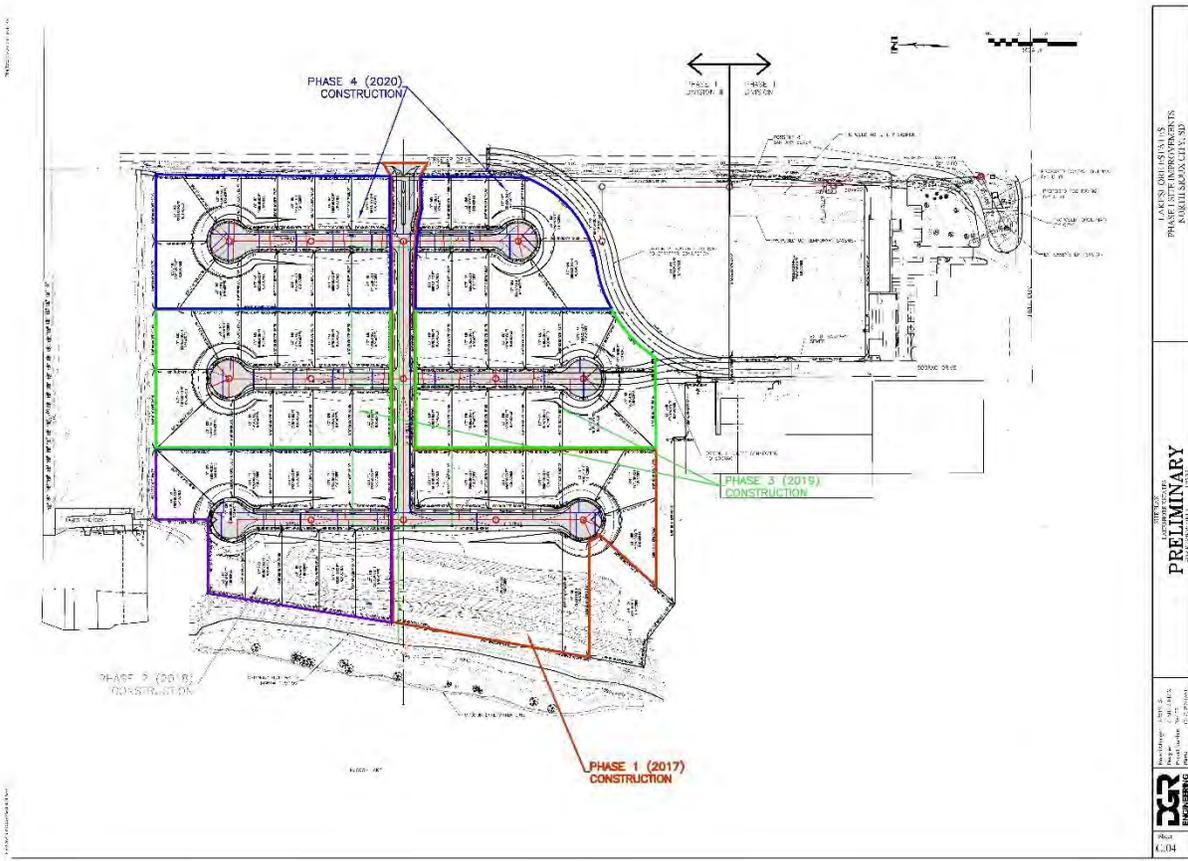


# ATTACHMENT 2

(List of Real Property Improvements)

Item	Amount
Owner Occupied Houses	\$22,600,000
<b>TOTAL</b>	<b>\$22,600,000</b>

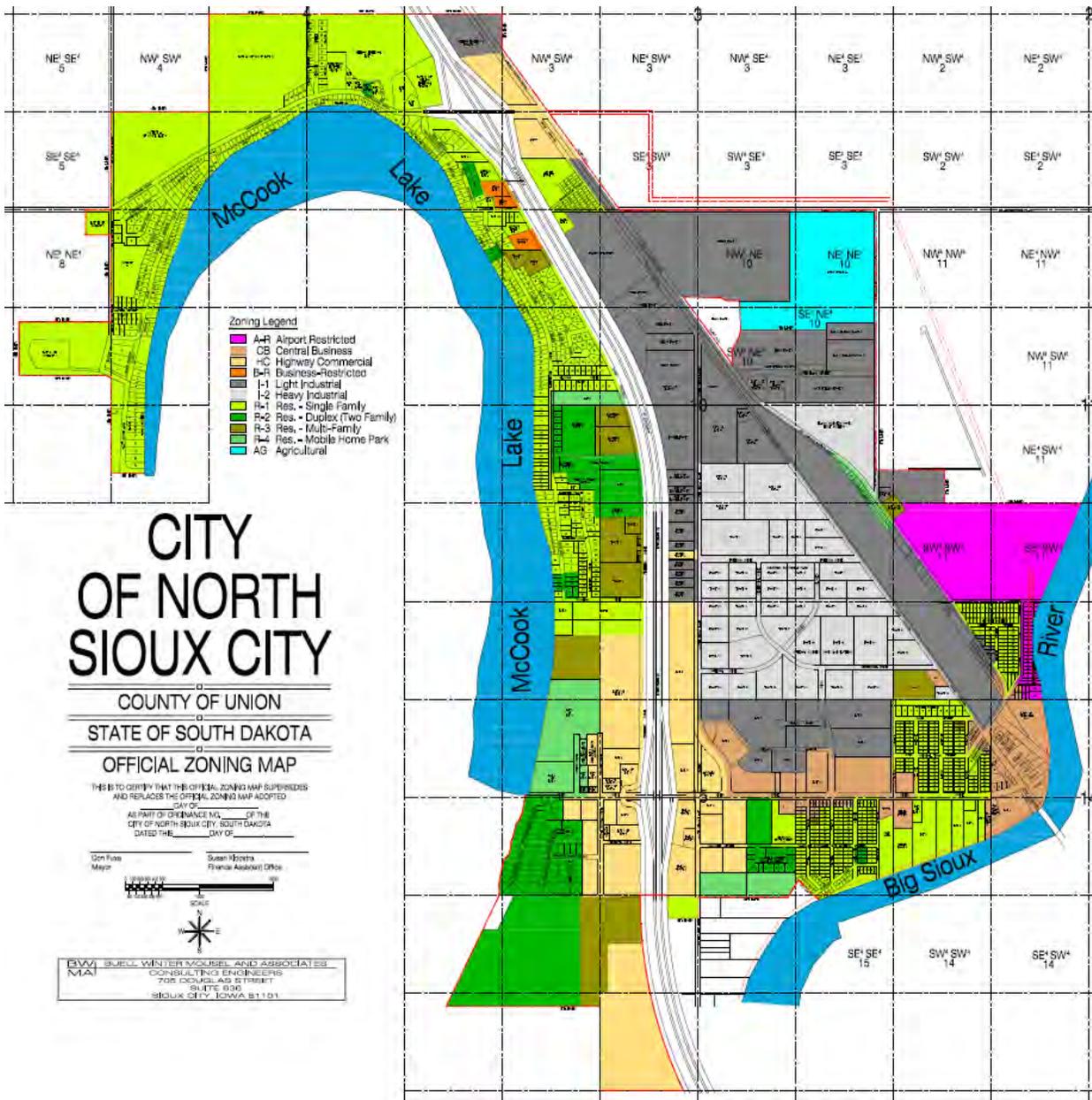
All improvements will be made within the boundary of the Tax Increment District Number Four.



*Above picture indicates conceptual drawing and is subject to change depending on surface conditions.*

# ATTACHMENT 3

## ZONING MAP



## **Zoning Changes**

The property has been rezoned to residential to undertake the project:



# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 1/22/2018  
Re: Flynn Business Park – Phase 2

---

**Background:** When Alorica announced it was closing in May 2017 the Economic Development Administration (EDA) came to the City with the opportunity stating they would have funds available for use in Union County for the purposes of economic development projects. These funds would be focused on infrastructure development that could help to re-locate displaced employees from Alorica.

Due to the possibility of a large sum of money being available, staff has done a lot of work to find businesses that would be willing to locate in the Northern portion of Flynn Business Park where there is limited infrastructure. 2 to 3 businesses have been identified with the possibility of building 4 to 5 buildings, and 2 of those businesses have signed letters of intent for the purchase of 14 acres of the land Economic Development has available. The businesses would bring somewhere between 30 and 50 jobs to the community.

Andrew Nilges has worked with Greg Meyer on the design for a new street, water lines, sewer lines, and stormwater lines to be constructed on the land. The total engineers estimate on the project would be \$1,286,317.97 to complete the infrastructure to the first 15 acres of land.

Economic Development does not have the funds to pay for this cost outright. Because of a variety of funding sources would be involved with the project it seems possible with the assistance of the City.

An application would be made with the EDA for \$196,096.37. This would cover approximately 50% of the development of the first 5 acres of land. The Governor's Office of Economic Development (GOED) has committed \$250,000 for the project, half of that comes with the contingency of creating 30 jobs. The GOED amount is also contingent upon an application. There is the belief that USDA will give up to \$100,000, but we will not know for sure until August. This is a total of \$546,096.37.

There should be a total of \$28,000 made in profit from the sale of the land after repayment to Eugene Flynn, this is the land there are current letters of intent on. Also, as the land in the south is sold, Economic Development could reimburse \$166,000 to the City while still making a profit to put toward their next project. This would bring the total outside funding to \$740,096.37

The proposal for the Council would be to use 211 or 212 funds to cover the remaining costs of the infrastructure for a total of \$546,062.09. The \$166,000 reimbursement would come over time from NSCEDC and would need to be paid outright by the City as well. This total would be \$712,062.09. Fund 211, the 3rd penny fund, has a balance of approximately \$620,000. Fund 212, the 2nd penny fund, has a balance of approximately \$2,000,000. The 2<sup>nd</sup> penny fund is for capital improvements, and the 3<sup>rd</sup> penny fund is dedicated for economic development purposes. The City would use the majority of funds from the 211 fund and some funds from the 212 fund. The 212 funds would be replenished with repayment from NSCEDC for future capital projects. The Council would make transfers from these funds at a later date when construction bills start coming in to NSCEDC.

The project would be contingent upon the outside funding sources coming through. We would not know about the definite costs from the EDA or USDA until the applications are approved. If the project moves forward and those funding sources are not as high as we think they will be the risk would fall on the City to cover costs.

Estimates are when this is built out completely the assessed value will be between \$1,700,000 and \$1,900,000 per year. The City would also see an increase in the amount of traffic into the City which should be positive for the sales tax revenue through other local businesses. Construction would begin in 2018 on the infrastructure and also on the buildings. The project would also open up the North 40 acres of land where the infrastructure costs will be much lower after doing this initial investment.

The project management would run through NSCEDC and the City would not be involved in the construction of the project.

**Financial Consideration:** None at this time

**Recommendation:** if it is decided to move forward with the project in the way it is proposed NSCEDC would start the project immediately after hear about the EDA funding in February.

Council would also be asked if the reimbursement of \$166,000 is enough or too much as this would likely deplete the 3<sup>rd</sup> penny economic development fund.

Opinion of Estimated Costs

**Project Name: North Sioux City 2018 Paving Flynn Business Park**

Date: 1/11/2018

**Use Storm Sewer to Rickenbacker for Schedules A & B & C  
Schedule 'A' West 5 Acres (Station 0+00 to 7+50)**

Site Work:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Inlet Protection	4 EA	\$125.00	\$500.00
2	Seeding	1.2 AC	\$4,500.00	\$5,400.00
3	Fertilizer	300 LBS	\$3.00	\$900.00
4	Mulch	2.3 TN	\$650.00	\$1,495.00
5	Silt Fence	120 Lf	\$5.60	\$672.00
Opinion of Estimated Costs for Site Work:				\$8,967.00

Water:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	12" Waterline w/tracer wire	700 LF	\$45.00	\$31,500.00
2	12" Gate Valve and Box	4 EA	\$2,500.00	\$10,000.00
3	Install Fire Hydrant w/Gate Valve & Box	2 EA	\$4,500.00	\$9,000.00
4	Fittings	500 LBS	\$9.00	\$4,500.00
5	Connect to Extg Water Line	1 EA	\$2,500.00	\$2,500.00
6	Trench Backfill	315 CY	\$20.00	\$6,300.00
Opinion of Estimated Costs for Water				\$63,800.00

Sanitary Sewer

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	8" pvc Sewer	0 LF	\$50.00	\$0.00
2	Connect To Existing Manhole	0 EA	\$1,000.00	\$0.00
Opinion of Estimated Costs for Sanitary Sewer				\$0.00

Storm Sewer:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	12" RCP Class III	270 LF	\$41.00	\$11,070.00
2	24" RCP Class III	150 LF	\$55.00	\$8,250.00
3	18" RCP Class III	472 LF	\$50.00	\$23,600.00
4	Curb Inlet (Size "A")	4 EA	\$4,300.00	\$17,200.00
5	Storm Sewer Trench Backfill	625 CY	\$20.00	\$12,500.00
6	Storm Sewer Manhole base, ring, & cover	1 EA	\$1,500.00	\$1,500.00
7	Storm Sewer Manhole	6 VF	\$240.00	\$1,440.00
Opinion of Estimated Costs for Storm Sewer:				\$75,560.00

Paving:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	8" Nonreinforced PCC Paving	2720 SY	\$45.00	\$122,400.00
2	Unclassified Excavation	2000 CY	\$4.25	\$8,500.00
3	Core Out	500 CY	\$9.25	\$4,625.00
4	18" Flyash Incorporation	3300 SY	\$5.00	\$16,500.00
5	Flyash Transport	450 ton	\$70.00	\$31,500.00
6	Embankment	850 CY	\$4.25	\$3,612.50
7	Traffic Control Miscellaneous	1 LS	\$1,500.00	\$1,500.00
8	Testing Allowance	1 LS	\$4,000.00	\$4,000.00
9	Erosion Control & Pollution Prevention Plan	1 LS	\$2,500.00	\$2,500.00
10	Sawcut Concrete	150 LF	\$8.00	\$1,200.00
11	Grade Ditch	50 LF	\$25.00	\$1,250.00
12	Material to Waste	1800 CY	\$9.25	\$16,650.00
Opinion of Estimated Costs for Paving:				\$214,237.50
Schedule 'A' Opinion of Estimated Construction Cost				\$362,564.50

Contingency (5%)	\$18,128.23
Grant Administration	\$7,251.29
Design	\$29,005.16
Geotechnical	\$4,000.00
Legal	\$4,000.00
Survey	\$5,000.00
Plat Revisions	\$10,000.00
Construction Services	\$14,502.58
Opinion of Estimated Project Costs	\$454,451.76

**Opinion of Estimated Costs**

**Project Name: North Sioux City 2018 Paving Flynn Business Park**

Date:1/11/2018

**Use Storm Sewer to Rickenbacker for Schedules A & B & C  
Schedule 'B' 5 Acres ( Station 7+50 to 18+00)**

**Site Work:**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Inlet Protection	6 EA	\$125.00	\$750.00
2	Seeding	6 AC	\$4,500.00	\$27,000.00
3	Fertilizer	1500 LBS	\$3.00	\$4,500.00
4	Mulch	12 TN	\$650.00	\$7,800.00
5	Silt Fence	120 Lf	\$5.60	\$672.00
	Opinion of Estimated Costs for Site Work:			\$40,722.00

**Water:**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	12" Waterline w/tracer wire	1050 LF	\$45.00	\$47,250.00
2	12" Gate Valve and Box	1 EA	\$2,500.00	\$2,500.00
3	Install Fire Hydrant w/Gate Valve & Box	2 EA	\$4,500.00	\$9,000.00
4	Fittings	240 LBS	\$9.00	\$2,160.00
5	Connect to Extg Water Line	1 EA	\$2,500.00	\$2,500.00
6	Trench Backfill	475 CY	\$20.00	\$9,500.00
	Opinion of Estimated Costs for Water			\$72,910.00

**Sanitary Sewer**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	8" pvc Sewer	0 LF	\$50.00	\$0.00
2	Connect To Existing Manhole	0 EA	\$1,000.00	\$0.00
6	Incidentals	10 %	\$0.00	\$0.00
	Opinion of Estimated Costs for Sanitary Sewer			\$0.00

**Storm Sewer:**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	30" RCP Class III	2005 LF	\$72.00	\$144,360.00
2	24" RCP Class III	650 LF	\$55.00	\$35,750.00
3	18" RCP Class III	62 LF	\$50.00	\$3,100.00
4	Curb Inlet (Size "A")	6 EA	\$4,300.00	\$25,800.00
5	Storm Sewer Trench Backfill	3000 CY	\$20.00	\$60,000.00
6	Connection at Flynn Street	1 LS	\$10,000.00	\$10,000.00
7	St. Sewer Base Ring and Cover	6 EA	\$1,500.00	\$9,000.00
8	Storm Sewer Manhole	55 VF	\$240.00	\$13,200.00
	Opinion of Estimated Costs for Storm Sewer:			\$301,210.00

**Paving:**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	8" Nonreinforced PCC Paving	3620 SY	\$45.00	\$162,900.00
2	Unclassified Excavation	2725 CY	\$4.25	\$11,581.25
3	Core Out	500 CY	\$9.25	\$4,625.00
4	18" Flyash Incorporation	4100 SY	\$5.00	\$20,500.00
5	Flyash Transport	555 ton	\$70.00	\$38,850.00
6	Embankment	1025 CY	\$4.25	\$4,356.25
7	Gravel Repair	45 Tons	\$32.00	\$1,440.00
8	Sawcut Concrete	150 LF	\$8.00	\$1,200.00
9	Grade Ditch	50 LF	\$25.00	\$1,250.00
10	Material to Waste	1100 CY	\$9.25	\$10,175.00
11	Traffic Control Miscellaneous	1 LS	\$1,500.00	\$1,500.00
12	Testing Allowance	1 LS	\$4,000.00	\$4,000.00
13	Erosion Control & Pollution Prevention Plan	1 LS	\$2,500.00	\$2,500.00
	Opinion of Estimated Costs for Paving:			\$264,877.50
	Schedule 'B' Opinion of Estimated Construction Cost			\$679,719.50

Contingency (5%)	\$33,985.98
Grant Administration	\$13,594.39
Design	\$54,377.56
Geotechnical	\$4,000.00
Legal	\$4,000.00
Survey	\$5,000.00
Plat Revisions	\$10,000.00
Construction Services	\$27,188.78
Opinion of Estimated Project Costs	\$831,866.21

Flynn Phase #2 Project Costs and Payment		
Project Costs	\$ 1,286,317.97	
EDA Funding	\$ (196,096.37)	
GOED Funding	\$ (250,000.00)	
USDA Funding	\$ (100,000.00)	
NSCEDC Land Sale Upper	\$ (28,000.00)	
NSCEDC Land Sale Lower	\$ (135,000.00)	
Total Remaining Costs	\$ 577,221.60	



# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2018  
Re: Dakota Valley School Resource Officer

---

**Background:** The Council was previously made aware that the contract for the School Resource Officer had expired. Jerry Rassmussen and the City have been having further conversations regarding the extension of the contract. At this time, because of budgetary reason, it was decided that it would be best to move forward with the same payment plan until their budget time because they are on a different fiscal calendar than the City.

The contract presented has a duration until the end of June 2018. We would begin negotiations on a new contract for the 2018-2019 school year soon to ensure at the beginning of the school year there is a resource officer available.

**Financial Consideration:** In 2017 the school overpaid \$12,000 for the officer. We would recommend waiving the payments for the officer until the overpayment caught up.

**Recommendation:** Administration would recommend approval of the short-term contract for the Dakota Valley Resource Officer.

## SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (hereinafter “SRO”), made and entered into by and between the City of North Sioux City, South Dakota, a municipal corporation, hereinafter referred to as “CITY” and Dakota Valley School District, hereinafter referred to as “School District”;

In Consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

### I. TERM:

The term of this Agreement shall be for a period of six months commencing on the 1<sup>st</sup> day of January, 2018, and terminating on the 30<sup>th</sup> day of June, 2018. This Agreement shall thereafter renew in one (1) year increments (July 1<sup>st</sup> – June 30<sup>th</sup>) unless either party terminates the Agreement pursuant to paragraph XV below.

### II. PURPOSE:

It is the intent of North Sioux City Police Department to carry on the school liaison activities in cooperation with the Dakota Valley School District in the following manner:

- A. The purpose of this Agreement is to secure a cooperative effort designed to achieve a safe atmosphere in the school district conducive to learning and preparing students for future citizenship; and
- B. To provide a positive image of students, the School District, its faculty and law enforcement in North Sioux City; and
- C. To provide access to law enforcement personnel with the specific purpose of assisting the students and faculty of the School District; and
- D. To provide a deterrent to crime by the presence of law enforcement and to prevent crime by reasonable means; and
- E. To provide assistance to crime victims, to investigate criminal activity, apprehend perpetrators, recover stolen property and assist in the prosecution of school related criminal activity; and
- F. To seek out information concerning criminal activity or prevent activity that is harmful to students and disruptive to school goals and objectives, and to act in

conjunction with the School District faculty and students to reduce or eliminate criminal activity; and

- G. To provide an open and honest opportunity for interaction between students and law enforcement and to act as a resource to the faculty concerning criminal justice issues.

### III. SCHOOL DISTRICT PAYMENT:

For and in consideration of the SRO duties as set forth herein, School District hereby agrees to make monthly payments of \$1,667.00, on or before the 15<sup>th</sup> of every month, to CITY commencing January 1, 2018 and monthly thereafter during the term of this Agreement.

### IV. CHAIN OF COMMAND:

The parties agree that the chain of command shall be as follows:

- A. The North Sioux City Chief of Police retains ultimate authority and responsibility for the SRO and School District authority will not supersede departmental authority. However, SRO will report to the building principal or designee when they are in the various school buildings. Within the school setting, the building principal or his/her designee will serve as the on-site supervisor for the SRO. During these times, the SRO is subject to all applicable School District policies.
- B. The SRO will report to the Chief of Police and in his absence or inability to act, the SRO will report to the police officer in charge at that time.
- C. The School District principals or their written designee will be the primary contact persons for the school system with the SRO.
- D. The SRO will,
  - 1. Report their daily schedule to the building principals or his designee.
  - 2. Accept assignments from both the Police Department and the school, and keep each informed of the SRO's daily assignments and schedules.
- E. The parties agree that the SRO is a city employee and directly responsible to the City of North Sioux City and its Police Department.
- F. The SRO is considered a "school official" as they perform a service or function as a member of the building administrative team. In the regard, the SRO as school officials may have access to student records, where there is a legitimate educational interest, such as assistance in school disciplinary or attendance matters; however, the SRO will be under the direct control of the School District with respect to the use and maintenance of educational records; and will be subject to the District's Student Records policies, including the rules governing

the use and re-disclosure of personally identifiable information from the students education records. This provision is intended to comply with the Family Education Rights and Privacy Act.

- G. While acting as a “school official”, the SRO may view video records that relate to school discipline or safety issues, however the video records remain the property of the School District and may not be shown to students, parents or guardians without a subpoena or court order.

In cases where outside law enforcement agencies request permission to view the video records for the purposes such as, but not limited to, juvenile or criminal court proceedings, the SRO understands that the video surveillance records may be protected “student records” and must generally meet one of the exceptions allowing for disclosure of educational records under the federal Family and Educational Rights and Privacy Act, such as being accompanied by valid written parental consent, subpoena, or court order. Nothing in this provision prohibits or restricts an SRO from reporting personal observations of an incident to non-SRO law enforcement personnel. This provision is intended to comply with the Family and Educational Rights and Privacy Act.

V. REPORTS AND REPORTING PROCEDURES:

- A. The parties agree that:

- 1. All school related crimes coming to the attention of the SRO will be investigated and reported according to police department procedures. Simple misdemeanors reported to the SRO will be recorded at the discretion of the officer.
- 2. All reports initiated by the SRO will be routed to the Chief of Police for review and assignment, with a copy to the School District Administration and the applicable Principal.
- 3. All reports will be routed to the records section for processing.

- B. The SRO will be accessible to crime victims, including but not limited to:

- 1. The SROs must make themselves available to students and faculty for the purpose of processing a crime victim’s report.
- 2. The SRO will maintain an office and be based at the District buildings. The SRO will post regular office hours in the Senior and Middle School, stating the times of the day when he will be available for students and faculty. Schedules and locations for the SRO activities will be established by the School District and the Police Department.
- 3. The SRO will maintain a post box for receipt of correspondence, mail and messages from crime victims.

- C. The SRO will assist with crime reporting in the following manner:

1. The SRO will periodically educate the school faculty concerning the information needed to refer a crime report and assist with information designed to allow the faculty members to make a decision between the charging of a crime and disciplinary actions by the School District.
2. Through utilization of school publications, announcements and personal appearances designed to encourage crime victims and witnesses to report crimes.
3. Through publication and distribution of methods by which to contact the SRO and Police Department.
4. The distribution of departmental cards showing their name and office telephone number for persons who need to contact them.

#### VI. WORK SCHEDULE:

The parties agree that:

- A. The SRO will work forty-two and one-half (42.5) hours per week, unless a holiday falls on a work for the School District or City. These hours are to be determined by the Chief of Police and the City Council for the City of North Sioux City in conjunction with the School District Administration.
- B. The SRO will make daily contact with the Police Department in order to receive as and stay abreast of department activities.
- C. The SRO will be responsible for furnishing the Police Department and his immediate supervisor with the SRO's school schedule detailing work days and off days.
- D. The SRO may not work overtime hours unless approved in advance by the SRO's supervisor.

#### VII. DUTIES AND RESPONSIBILITIES

The parties agree that:

- A. The City will ensure that the SRO will attend such training as reasonably required by the District, including, but not limited to, training on the District's anti-bullying/harassment and student records policies and procedures. Such training will be conducted only during the hours that the SRO is providing services to the District.
- B. The SRO may maintain an office in the School District buildings.
- C. The SRO will set and maintain to the extent possible regular office hours.

- D. The SRO will maintain a schedule of office hours and work locations and post the same with the Police Department.
- E. The SRO will meet regularly with the Department of Social Services.
- F. The SRO will make patrols of the school buildings and property and check suspicious persons and vehicles.
- G. The SRO will investigate crime and make reports of his investigations.
- H. The SRO is encouraged to attend school functions and become better acquainted with parents, students and faculty in a social atmosphere.
- I. The SRO will establish a sound, cooperative working atmosphere with school administrators and faculty.
- J. The SRO will not be involved in administering school disciplinary matters.
- K. The SRO will keep the school principals advised concerning their work and will bring to their attention all matters calling for a decision by the school principal.
- L. The SRO will make and present classroom presentations on legal and safety subjects consistent with School District policies, Police Department polices and City and State laws.
- M. The SRO will use his or her best efforts to be available during school lunch hours, shortly prior to and after school hours and for special functions which will draw large crowds, such as sporting events.
- N. The SRO is identified as the Truancy Officer for the District, and in this position the SRO will contact with the parent/guardian of the student (which may necessitate a home visit) to resolve the truancy issue.
- O. The SRO will work in conjunction with other department personnel to coordinate additional police services as necessary, such as K-9 searches of school facilities.
- P. The SRO will attend the School Board meetings when requested.
- Q. The SRO will complete a monthly Administrative Report detailing the general information concerning the performance of services provided. The information contained in the report should include, but not be limited to:
  - 1. The number of student contacts;
  - 2. The type of incident;
  - 3. The number of citations/warnings issued;
  - 4. The number of custodial arrests;

5. The number of cases assigned and/or cleared; and
6. The comparison of data from the previous year to evaluate the impact of the program.

VIII. VACATION LEAVE:

The parties agree that;

- A. The SRO will use annual vacation days when school is not in session. Alternate vacation time may be scheduled with the approval of the Chief of Police.
- B. The SRO shall furnish, on a weekly basis, his immediate supervisor with the school schedule detailing work days and off days.

IX. EQUIPMENT:

The parties agree that;

- A. The SRO, while on duty, will be provided with a City owned vehicle.
  1. The vehicle will be used only for work and may not be used for any personal use.
  2. Any travel outside of the city limits must be for official business purposes.
- B. The SRO will carry a cell phone during working hours.
- C. The SRO will maintain a supply of departmental report forms at the office located in the District Buildings.

X. OFFICE SPACE:

The parties agree that the School District will provide adequate office space for the SRO including a desk and a telephone. The cost of the telephone line shall be paid for by the School District.

XI. DRESS CODE:

The parties agree that the SRO will wear the uniform of the North Sioux City Police Department.

XII. NORTH SIOUX CITY POLICE STANDARD OPERATING PROCEDURE:

The parties agree that for all issues not covered by this Agreement, the officer will refer to and comply with the North Sioux City Police Department established procedures.

XIII. COMPLIANCE WITH POLICE DEPARTMENT PROCEDURES:

The parties agree that the SRO will at all times comply with the rules and regulations of the North Sioux City Police Department unless provided otherwise in this Agreement or unless agreed to by the parties hereto in writing.

XVI. MISCELLANEOUS:

The SRO will remain an employee of the City assigned to the District. Each party shall hold harmless and defend the other party from and against all claims and liability for loss, damage, injury or death to third parties caused by or attributable to its own employees engaged in activities of the SRO program. Full legal and financial responsibility for injury, disability or death of an SRO or school staff member shall ordinarily remain with that individual's respective employer. The City is liable for the wrongful or negligent acts or omissions of its officers, including the SRO while on duty or acting within the scope of their duties as an SRO. To the extent there may be a conflict between this agreement and either party's statutory governmental immunity protections, such immunity statutes shall control and this agreement shall be deemed inapplicable for such purposes.

XV. CANCELLATION:

The School District and the City agree that the participation in the SRO program is voluntary. If the School District believes that the performance of the SRO is unsatisfactory for any reason, the Superintendent of the District shall notify the North Sioux City Police Chief, who shall address the performance or conduct of the SRO, and work to resolve such concerns.

The parties hereto agree that cancellation of this Agreement may be made by either party without cause by serving upon the other party thirty (30) days prior written notice advising the other party of its intent to terminate this Agreement.

XVI. SEPARABILITY:

The parties agree that if any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the remaining portions hereof

XVII. ENTIRE AGREEMENT:

The parties agree that this Agreement constitutes the entire understanding between them, and it may not be amended or otherwise modified without being set forth in writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2017.

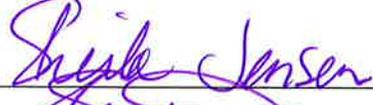
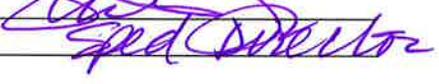
CITY OF NORTH SIOUX CITY  
SOUTH DAKOTA

DAKOTA VALLEY SCHOOL DISTRICT

BY: \_\_\_\_\_  
Randy Fredericksen  
Its: Mayor

BY: Mike Hamm   
Its: Business Manager

ATTEST:  
  
\_\_\_\_\_  
Susan Klootra  
Finance Officer

ATTEST:  
  
  
\_\_\_\_\_  
Its: 





# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Richard Headid, Chief of Police  
Date: 2/5/2018  
Re: Police Department Ride Along Program (Policy)

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**Background:** The North Sioux City Police Department has been conducting the Ride Along Program for over 20 years and needs to have a policy put in place to outline the requirements and guidelines for all police department employees to follow.

**Financial Consideration:** Insurance guidelines will have to be followed and are part of the policy and guideline requirements.

**Recommendation:** I, Chief Richard Headid, would recommend the City Council to approve the Policy for the Ride Along Program.



Policy #  <b>Ride-Along Policy</b>	Related Policies:
<p><i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i></p>	

- I. **Purpose:** The purpose of this policy is to set forth the department's mandates with respect to citizen ride-along.
- II. **Policy:** In an effort to enhance the mutual respect of police officers and the community we serve, this department hereby establishes a ride-along program. This program will provide its participants with a greater understanding of law enforcement in our City or Town. At the same time, through interaction between our officers and members of the community, lines of open communication will be established.
- III. **Procedures:**
  - A. **Who can participate in the ride-along program:**
    - a. All participants must be at least 18 years of age and must have signed the Police Department waiver form.
    - b. Community members who are interested in broadening their knowledge of the police function within the City or Town. This would include members of civic organizations, college students who are interested in the law enforcement field, (citizens' police academy participants, if implemented), and any other person authorized by the Chief of Police. (Or other designated person)
    - c. Media representatives who wish to conduct a ride along for purposes of developing a news story or other documentary. This category includes the print and electronic media. Media representatives must complete all documents required of any other participant. In addition, members of the media must have express written authorization from the office of the chief of police before recording, by any means (audio, video, film, and photo), any portion of the ride-along.

## **B. Application Process:**

- a. Applications for ride-along shall be available at police headquarters. Personnel assigned to the headquarters should inform anyone who receives a ride-along application that they should return the application to the department once it is completed. Applicants must provide a photo-identification for verification when they return their completed application.
- b. Completed applications shall be forwarded to Office of the Chief of Police for review.
- c. Application Review will include a record check and NCIC inquiry. An applicant who has a felony record or a misdemeanor record that involves moral turpitude or dishonesty may be excluded from participation in this program.
- d. Once approved, the applicant shall be notified (phone or mail option) and assigned a date for the ride-along.
- e. Participants shall only be allowed to participate in this program once every 12 months unless given written authorization from the Chief of Police.
- f. Ride-along guests will not be allowed to ride during the scheduled tour of duty of an officer who is, in some way, related to the guest.

## **C. Reporting for Ride-along:**

- a. The ride-along program shall be scheduled between the hours of 0800-2300 hours, unless otherwise approved by the chief of police or his/her designee.
- b. Participants should report to the police headquarter 15 minutes prior to their scheduled participation.
- c. The desk sergeant or other supervising officer shall meet with the ride-along participant. The ride along participant and the supervising officer shall review and sign the liability waiver form. The desk sergeant or other supervising officer must sign as a witness. Any participant who decides not to sign the liability waiver form shall not be allowed to participate in the program.
- d. The desk sergeant or other supervising officer shall review the rules of the ride-along program with the participant. In this review, the participant should be reminded that they may be called as a witness in court, if they observe a police event, which becomes subject to court action.
- e. The supervising officer shall issue the participant a "ride-along" participant identification tag that the participant shall be required to wear on his or her outermost clothing.

## **D. Duties of the Participant:**

- a. Participants shall play no active role in the police function. They must only act as an observer unless otherwise directed by their host-officer.

- b. Participants shall not be allowed to operate any police equipment unless directed to do so by a police officer in an extreme emergency
  - c. Participants must remain in the police vehicle at all times until directed otherwise by the host officer.
  - d. Participants must not speak to victims, witnesses, prisoners or other persons associated with a police event. Should a witness, prisoner, victim, or other person speak to the participant, the participant should politely direct the person to speak to one of the officers present.
  - e. Participants shall not bring cameras or any recording devices without the express written permission of the office of the Chief of Police.
  - f. Participants shall not enter any person's home while participating in the ride-along unless the host officer has asked and been granted express permission from the homeowner/occupant to allow the ride-along participant entry.
  - g. Participants shall follow the instructions of the host-officer at all times during the ride-along.
  - h. Participants shall not be allowed to carry any firearm or other weapon, even when otherwise authorized by law, while participating in the ride-along program.
  - i. Participants should be dressed in comfortable, casual, but conservative clothing during the ride-along. (Pants and shirt/jacket for men, Pants and blouse/jacket for women) Participants who are inappropriately dressed, as determined by the supervising officer, shall not be allowed to participate in the program on the assigned date.
- E. Duties of Host Officer:** Officers have a primary obligation to the welfare and safety of the ride along participant. Officers shall not respond to emergency calls until initial responding officers have determined the scene to be safe. In cases where a response is necessary, the officer should take steps to drop the rider off at a safe location (i.e. store, gas station etc.) which is open before proceeding to the call.
- a. Host officer shall be allowed to rove the (entire City or Town)/entire district in order to enhance the experience of the participant.
  - b. Host officers may allow the participant to leave the police vehicle in order to better observe the police activity; however, where a participant has been allowed to leave the police vehicle, host officers shall maintain close supervision of the participant and not allow the participant to involve him or herself in the police activity.
  - c. Host officers must never allow a participant to enter the home of any person unless the officer has first obtained the consent of the homeowner/occupant. In obtaining consent, the officer must specifically notify the homeowner/occupant that the participant is a "ride-along participant" and there is "no legal obligation" to allow the participant inside the dwelling.

- d.** Host officer shall not engage in high-speed pursuits 20 mph over the posted speed limit while participants are passengers in their vehicles. In the case of a high-speed pursuit the host officer shall obtain license information, call dispatch for backup, and provide a detailed report to the State's Attorney for a warrant on the vehicle.





# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2018  
Re: 2018 Mower Purchase

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**Background:** In the FY2018 budget there were two Gravelly mowers budgeted for for a total of \$20,000. After the budget was passed conversations were had that it might be a better use of time to have a larger decked mower that would be able to mow a larger area at a faster speed. Tim looked into gang mowers that would be able to mow on Streeter Drive, River Drive, Military Road, and other larger grassy areas in town. The mower is able to mow at 9.3 acres per hour, and currently the City has approximately 10 acres on River Drive alone with obstacles.

The TORO Groundsmaster 4000 is the mower that was a identified that would work for these purposes. It is an 11ft mower that can cut larger sections, but the decks are able to be lifted so it can mow in smaller sections as well. This mower can go through the SD State Bid process and the cost is \$64,686.00. This amount is approximately \$45,000 more than what was budgeted for mowers in FY 2018.

We believe this type of mower will cut down on the amount of time that is needed for mowing. This would require less resources and would save the City from hiring at least on temporary summer employee. This would also save the city in having to maintain 2 mowers into the future.

**Financial Consideration:** \$64,686.00

**Recommendation:** Administration recommends the approval of the purchase of the TORO Groundmaster 4000 through the State Bid process due to the recognized savings it will produce over the purchase of 2 Gravelly mowers.



January 16, 2018

Tim Hogan  
 Parks and Rec Dept  
 City of North Sioux City Sd.  
 Email - [Tim.Hogan@NorthSiouxCity-SD.gov](mailto:Tim.Hogan@NorthSiouxCity-SD.gov)



Tim:

Here are the numbers on the equipment we discussed.

Model	Description	List Price	NJPA	Naspo / SD Contract
31699	<b>Groundsmaster 5910D</b> Inc. All Decks, <b>Cab</b> w/Air And Heat, SMV Sign <b>16 Ft</b> Mower			
30706	Cab Light Kit			
114-5610	Work Light Kit			
		----- \$135,514.00	----- <b>\$108,411.00</b>	----- <b>\$108,411.00</b>

**\*\*Above is the mowers the City of Sioux City bought 2 years ago...**

31698	<b>Groundsmaster 5900D</b> Inc. All 3 Decks, <b>16ft</b> Air Ride Seat, Road/Work Lights, Signal/Flashers Brake Lights, SMV sign	\$116,129.00		
30349	Canopy/Sunshade	689.00		
		----- \$116,818.00	----- <b>\$93,454.00</b>	----- <b>\$93,454.00</b>
30636	<b>Groundsmaster 4010D</b> Inc. All 3 Decks, <b>11Ft</b> cut Auto Reversing Fan, Air Ride Seat, Rear Discharge Decks Headlights, Cab, Turn Signals Flashers, Heat, Air, Wiper/Washer Int. Mirror, Side Mirrors, Dome Light	\$97,619.00		
30706	Road Light Kit	549.00		
		----- \$98,168.00	----- <b>\$78,534.00</b>	----- <b>\$78,534.00</b>

Model	Description	List	NJPA	Naspo/State Contract
30609	<b>Groundsmaster 4000D</b> All 3 Decks, 11ft, Air Ride Seat, Auto Reversing Fan Rear Discharge Decks	\$79,219.00		
30349	Universal Sunshade	689.00		
30414	Road Light Kit Inc. Headlights Taillights, Signals, Flashers, SMV	949.00		
		----- \$80,857.00	----- \$64,686.00	<b>\$64,686.00</b>

**Tim**

The first mower on this quote is a 5910, 16 ft mower with cab, same as Sioux City uses, the second unit is a 5900, 16 ft mower, no cab but a canopy. You have plenty of area for this mower but it would be big in some areas. The 3<sup>rd</sup> and 4<sup>th</sup> mowers are 11 ft options, the first with cab the second without. These are probably our most popular mowers. I actually think someday 2 of these might be the best option for you because of all the area and transport distance, transport speed 18mph. Also, all these mowers are rear discharge which is very important mowing around all the vehicles and parking lots you do. I have attached all literature available to me on these 4 units.

Midwest Turf and Irrigation is the Toro Distributor and we cover all of South Dakota, 1/3 of Iowa and all of Nebraska out of our office in Omaha, I work for them out of my office in Merville Iowa. We also have a full shop with 5 Full time mechanics. All equipment comes standard with a Full 2 Year Warranty.

\*5900 and 5910 mow approx. 17.8 acres/hr (**Mow 1 acre in less than 5 mins**)

\*4000 and 4010 mow approx. 9.3 acres/hr

- Pricing off the South Dakota State Contract and National Joint Powers Alliance
- Toro takes a price increase Oct 30, 2018
- Please call with any questions!

Sincerely,

Kirk Lubbers  
Midwest Turf & Irrigation  
Cell - 402-740-4309





# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2018  
Re: 2018 Traffic Study – Final Report

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**Background:** The Council was previously presented the traffic study done by HDR. After that meeting HDR continued to work on the report to finalize it. After input from the Council it was approved by the proper SIMPCO boards on the 3<sup>rd</sup> and 4<sup>th</sup>. The final report gives recommendations and has all of the relevant information for the City to move forward on properly preparing for traffic related improvements moving into the future.

**Financial Consideration:** None

**Recommendation:** Administration recommends the approval of the final draft of Dakota Dunes/N. Sioux City 2018 Traffic Study.





# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2018  
Re: Sioux Laundry Lift Station Forcemain Change Order #2

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**Background:** The change order presented is a decrease in the amount of the contract for the Sioux Laundry Forcemain project and is a reduction in cost by \$870.79. The reduction is due to less concrete having to be used, while some costs for replacing signs and an increase to the number of curb protectors needed.

**Financial Consideration:** A reduction in the cost of the contract for \$870.79

**Recommendation:** Administration recommends the approval of Change Order #2 for the Sioux Laundry Forcemain Project for a reduction in the contract of \$870.79

**CHANGE ORDER**

Change Order No: Two  
Date: January 18, 2018  
Agreement Date: Sept. 18, 2017

NAME OF PROJECT : North Sioux City – Sioux Laundry Force Main

OWNER: City of North Sioux City, SD

CONTRACTOR: Vander Pol Excavating, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Adjusted Quantities (See Attached) Deduct (\$870.79)

Justification:

Requested by the contractor  
Change to CONTRACT PRICE:  
Original CONTRACT PRICE \$213,693.50  
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$201,246.80  
The CONTRACT PRICE due to this CHANGE ORDER will be decreased by:  
\$870.79

The new CONTRACT PRICE including this CHANGE ORDER will be \$200,376.01

Change to CONTRACT TIME:  
The CONTRACT TIME will be [increased] [~~decreased~~] by 0 calendar days.

The date for completion of all work will be December 1, 2017 (Date).

Approvals Required:  
To be effective this Order must be approved by the City of North Sioux City if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: City of North Sioux City

Recommended by: Buell Winter Mousel & Assoc. PC

Accepted by: Vander Pol Excavating, LLC

Pay Request Three  
 Sioux Laundry Force Main Project  
 8-Jan-18

No.	Description	Quantity	Units	Unit Price	Total	Vander Pol Exc.	Pay Request Two	As Built Quantities (CO# 1)	Pay Request Three	Change Order Two
							Quantity	Add/Delete	Quantity	Add/Delete
								Amount	Total	Amount
1	8" Force Main w/ bedding & wire	2102	l.f.	\$ 49.60	\$ 104,259.20		2146	\$ 44.00	\$ 106,441.60	\$ 2,182.40
2	8" Force Main w/ restrained jts.	42	l.f.	\$ 66.00	\$ 2,772.00		0	(42.00)	\$ -	(2,772.00)
3	Fittings	444	lbs.	\$ 7.00	\$ 3,108.00		620	176.00	\$ 4,340.00	1,232.00
4	8" Gate valve and box	1	e.a.	\$ 1,715.00	\$ 1,715.00		1	0.00	\$ 1,715.00	0.00
5	6" Gate valve and box	2	e.a.	\$ 1,300.00	\$ 2,600.00		2	0.00	\$ 2,600.00	0.00
6	10" Gate valve & box	1	e.a.	\$ 2,390.00	\$ 2,390.00		1	0.00	\$ 2,390.00	0.00
7	Tie into existing force main	2	e.a.	\$ 1,900.00	\$ 3,800.00		2	0.00	\$ 3,800.00	0.00
8	16" Casing by Excavation	42	l.f.	\$ 95.00	\$ 3,990.00		0	(42.00)	\$ -	(3,990.00)
9	Check valve & manhole	1	e.a.	\$ 8,600.00	\$ 8,600.00		1	0.00	\$ 8,600.00	0.00
10	Casing end seal	4	ea.	\$ 125.00	\$ 500.00		0	(4.00)	\$ -	(500.00)
11	Exploratory Excavation	1	e.a.	\$ 1,300.00	\$ 1,300.00		1	0.00	\$ 1,300.00	0.00
12	2" Insulation	80	sq. ft.	\$ 4.00	\$ 320.00		0	(80.00)	\$ -	(320.00)
13	Air & Vacuum Relief Manhole	2	ea.	\$ 4,100.00	\$ 8,200.00		2	0.00	\$ 8,200.00	0.00
14	Clean Out	4	ea.	\$ 2,600.00	\$ 10,400.00		4	0.00	\$ 10,400.00	0.00
15	Saw Cut Asphalt or Concrete	542	l.f.	\$ 7.00	\$ 3,794.00		506	(36.00)	\$ 3,542.00	(252.00)
16	Remove Asphalt Pavement	62.3	sq. yds.	\$ 11.00	\$ 685.30		32	(30.30)	\$ 352.00	(333.30)
17	Remove Concrete Pavement	198	sq. yds.	\$ 11.00	\$ 2,178.00		166.2	(31.80)	\$ 1,828.20	(349.80)
18	6" Thick Concrete Patch	260	sq. yds.	\$ 81.00	\$ 21,060.00		198.2	\$ -	\$ 16,054.20	\$ -
19	Remove & Replace Sign (single post)	1	e.a.	\$ 200.00	\$ 200.00		2	1.00	\$ 400.00	200.00
20	Remove & Replace Sign (Sioux Laundry)	1	e.a.	\$ 750.00	\$ 750.00		0	(1.00)	\$ -	(750.00)
21	Seeding	1.5	Acres	\$ 4,500.00	\$ 6,750.00		0	\$ -	\$ -	\$ -
22	Mulch	2.2	tons	\$ 800.00	\$ 1,760.00		0	\$ -	\$ -	\$ -
23	Fertilizer	360	lbs.	\$ 2.00	\$ 720.00		0	\$ -	\$ -	\$ -
24	Curb Inlet Protection	2	e.a.	\$ 250.00	\$ 500.00		0	(2.00)	\$ -	(500.00)
25	Silt Fence	108	l.f.	\$ 6.00	\$ 648.00		0	(108.00)	\$ -	(648.00)
26	Gravel Repair Limestone	21	tons	\$ 38.00	\$ 798.00		0	(21.00)	\$ -	(798.00)
27	Gravel Temporary Repair	32	tons	\$ 28.00	\$ 896.00		16	(16.00)	\$ 448.00	(448.00)
28	Trench Backfill	200	cu. yds.	\$ 22.00	\$ 4,400.00		0	(200.00)	\$ -	(4,400.00)
29	Traffic Control	1	ea.	\$ 3,600.00	\$ 3,600.00		1	0.00	\$ 3,600.00	0.00
30	Incidentals	1	L.S.	\$ 11,000.00	\$ 11,000.00		1	0.00	\$ 11,000.00	0.00
	Total Base Bid				\$ 213,693.50				\$ 187,011.00	(12,446.70)
									\$ 191,146.01	(870.79)





# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2018  
Re: Sioux Laundry Forcemain Closeout

---

**Background:** The Sioux Laundry Forcemain project is completed. The total project cost \$200,376.01.

If the closeout documents are approved the retainage amounts will be released to the contractor.

**Financial Consideration:** None at this time

**Recommendation:** Administration would recommend the approval of the closeout documents for the Sioux Laundry Forcemain project.

# Certificate of Substantial Completion

Owner  
 Engineer  
 Contractor  
 Field  
 Other

Project: Sioux Laundry Force Main Relocaion Engineer: Buell Winter Mousel and Associates, P.C.  
Project without Alternate

To (Owner) City of North Sioux City Engineers Project No. 23917  
504 River Drive  
North Sioux City, South Dakota 57049 Contract For: \$213,693.50

Contract Date: September 18, 2017

Date of Issuance 18-Dec-17

Project or Designated Portion Shall Include Entire Project

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as 12/18/2017 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below

### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Engineer, (is) required, therefore (is) attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Buell Winter Mousel & Assoc. *Gregory C Meyer* 1-17-2018  
 Engineer By Date

The Contractor will complete or correct the Work on the list of items attached hereto within (days) from the above Date of Substantial Completion.

Vander Pol Excavating, L.L.C. *John Vander Pol* 12-14-17  
 Contractor By Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof thereof on the date of issuance

City of North Sioux City, South Dakota \_\_\_\_\_  
 Owner By Date

Owner shall be responsible for the security, maintenance (except for warranty and maintenance) heat, utilities, damage from natural causes and insurance.

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

North Sioux City  
Sioux Laundry Force Main  
11-Dec-17

- | No. | Description  |
|-----|--|
| 1   | Seeding  |
| 2   | Grade around manhole at Centennial and Freedom.                |
| 3   | Provide and Install manhole lids.                              |
| 4   | Install signs.   |
| 5   | Gray pipe is to large and ring & cover needs centering device. |

**Consent of  
Surety Company  
To Final Payment**

\_\_\_\_\_  
Owner  
\_\_\_\_\_  
Engineer  
\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Field  
\_\_\_\_\_  
Other

Project: Sioux Laundry Force Main Relocation Engineer: Buell Winter Mousel and Assoc.  
Project Without Alternate

To (Owner) City of North Sioux City Engineers Project No. 23917  
504 River Drive  
North Sioux City, South Dakota Contract For: \$213,693.50

Contract Date: September 18, 2017

Contractor: Vander Pol Excavating, L.L.C.

In accordance with the provisions of the Contract between the Owner and Contractor as indicated above, the

IMT Insurance Company  
Surety Company

4445 Corporate Drive, West Des Moines, IA 50266  
Address

SURETY COMPANY,

on bond of

Vander Pol Excavating, LLC  
Contractor

808 Hwy 10 W., Orange City, IA 51041  
Address

, CONTRACTOR,

Hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

City of North Sioux City  
Owner

504 River Drive North Sioux City, S.D. 57049  
Address

, OWNER,

as set forth in the said Surety Company's bond.

In Witness Whereof,  
the Surety Company has hereunto set its hand this 14th day of December, 2017.

IMT Insurance Company  
Surety Company

Attest:  
(Seal):



Eric Hietbrink  
Signature of Authorized Representative

Eric Hietbrink, Attorney-in-Fact  
Title



POWER OF ATTORNEY

No. 92408

Notice: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Scott VanEssen, Eric Hietbrink, David DeYounge, Paul Hietbrink and Lyle Vermeer

of Sioux Center and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Five Million and No/100 (\$5,000,000.00) Dollars

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 15th day of May, 2017.

IMT Insurance Company
Sean Kennedy, President

WARNING: THIS POWER IS INVALID IF NOT PRINTED WITH RED BORDER AND RED LOGO.

STATE OF IOWA }
COUNTY OF POLK } ss:

On this 15th day of May, 2017, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary
Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the State of Iowa on \_\_\_\_\_ day of \_\_\_\_\_

Dalene Holland
Date

# Contractor's Affidavit of Payment of Debts and Claims

Owner  
 Engineer  
 Contractor  
 Surety  
 Other

To (Owner)  
City of North Sioux City  
504 River Drive  
North Sioux City, South Dakota 57049

Engineers Project No. 23917

Contract For: \$213,693.50

Project: Sioux Laundry Force Main Relocation Project  
without Alternate  
 (name and address)

Contract Date: 18-Sep-17

Contractor: Vander Pol Excavating, L.L.C.

State of: South Dakota

County of: Union

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bonds satisfactory to the Owner for each exception.)

### SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1.) Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes  ) (no  ).

CONTRACTOR: Vander Pol Excavating, L.L.C.

ADDRESS: 808 Highway 10W  
Orange City, Iowa 51041

BY: Matt Vander Pol

The following supporting documents should be attached hereto if required by the Owner:

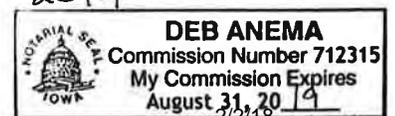
- 1.) Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- 3.) Contractor's Affidavit of Release of Liens.

Subscribed and sworn to before me this 16<sup>th</sup> day of Jan. 2018

Notary Public: Deb Anema

My Commission Expires:

8-31-2019



# Contractor's Affidavit of Release of Liens

\_\_\_\_ Owner  
\_\_\_\_ Engineer  
\_\_\_\_ Contractor  
\_\_\_\_ Surety  
\_\_\_\_ Other

To (Owner) City of North Sioux City  
504 River Drive  
North Sioux City, South Dakota 57049

Engineers Project No. 23917

Contract For: \$213,693.50

Project: Sioux Laundry Force Main Relocation  
Project without Alternate

Contract Date: September 18, 2014

Contractor: Vander Pol Excavating, L.L.C

State of: South Dakota

County of: Union

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of Materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bonds satisfactory to the Owner for each exception.)

### SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1.) Contractors Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Vander Pol Excavating, L.L.C.

ADDRESS: 808 Highway 10W  
Orange City, Iowa 51041

BY: Matt Vander Pol

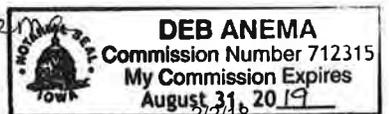
Subscribed and sworn to before me this  
16<sup>th</sup> day of Jan. 2018

Notary Public:

Deb Anema

My Commission Expires:

8-31-2019



# WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned HD Supply (Core and Main)  
(Manufacturer, Materialman or Subcontractor)  
has furnished to Vander Pol Excavating, LLC the following  
(Name of Contractor)  
PVC Pipe and Appurtenant Items for use in the construction of a  
(Kind of Material)  
project belonging to City of North Sioux City  
(Name of Owner)  
and designated as Sioux Laundry Force Main Relocation.  
(Name of Project)

NOW, THEREFORE, the undersigned HD Supply (Core and Main)  
(Manufacturer, Materialman or Subcontractor)  
for and in consideration of \$ 1.00 and other good and valuable consideration, the receipt  
whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right  
to or claim of lien, on the above described project and premises, under any common law,  
common or statutory, on account of labor or materials, or both,  
heretofore or hereafter furnished by the undersigned to or for the account of said  
Vander Pol Excavating, LLC for said project.  
(Name of Contractor)

Given under my (our) hand(s) and seal(s) this 11<sup>th</sup> day of January, 2018.

*Core and main*

\_\_\_\_\_  
Name of Manufacturer, Materialman or Subcontractor

By Kathy Anderson credit manager  
\_\_\_\_\_  
President, Vice President, Partner or Owner



# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2018  
Re: Northshore Forcemain Change Order #1

---

**Background:** The change order requested is for a reduction in the cost of contract for the amount of \$93,198.86. The costs of a majority of the costs came in reduced rates than originally anticipated in the engineers estimate. Most of the savings come from excavation costs of some type.

**Financial Consideration:** a reduction in the contract cost by \$93,198.86

**Recommendation:** Administration recommends the approval of Change Order #1 for the Northshore Forcemain project for a reduction in the amount of \$93,198.86.

**CHANGE ORDER**

Change Order No: One (Rev 1-18)

Date: January 18, 2018

Agreement Date: March 20, 2017

NAME OF PROJECT : North Sioux City – North Shore Force Main

OWNER: City of North Sioux City, SD

CONTRACTOR: Vander Pol Excavating, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Final As-Built Quantities (See Attached) Deduct \$93,198.86

Justification:

Requested by the contractor

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$460,544.50

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$460,544.50

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by:

\$93,198.86

The new CONTRACT PRICE including this CHANGE ORDER will be \$367,345.64

Change to CONTRACT TIME:

The CONTRACT TIME will be [increased] [~~decreased~~] by 0 calendar days.

The date for completion of all work will be November 1, 2017 (Date).

Approvals Required:

To be effective this Order must be approved by the City of North Sioux City if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: City of North Sioux City

Recommended by: Buell Winter Mousel & Assoc. PC

Accepted by: Vander Pol Excavating, LLC

Pay Request Five (Revised Jan., 2018)

North Shore Force Main Project

January 8, 2018

No.	Description	Quantity	Units	Vanderpol Excavation		Pay Request Five		As Built Quantities (CO#1)	
				Unit Price	Total	Quantity	Total	Add/Delete	Amount
1	8" Force Main w/ tracer wire & bedding	3562	l.f.	\$ 31.50	\$ 112,203.00	3204	\$ 100,926.00	(358.00)	\$ (11,277.00)
2	8" Force main w/ restrained joints, casing spacer & tracer wire	360		\$ 52.00	\$ 18,720.00	718	\$ 37,336.00	358.00	\$ 18,616.00
3	Fittings	1050	lbs.	\$ 14.00	\$ 14,700.00	1445	\$ 20,230.00	395.00	\$ 5,530.00
4	8" Gate valve and box	1	e.a.	\$ 1,530.00	\$ 1,530.00	0	\$ -	(1.00)	\$ (1,530.00)
5	6" Gate valve and box	2	e.a.	\$ 1,280.00	\$ 2,560.00	2	\$ 2,560.00	0.00	\$ -
6	Connect to Extg. Manhole w/ drop	1	e.a.	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00	0.00	\$ -
7	Tie into Extg. Force Main	1	e.a.	\$ 900.00	\$ 900.00	1	\$ 900.00	0.00	\$ -
8	16" Casing by Excavation	319	l.f.	\$ 85.00	\$ 27,115.00	114	\$ 9,690.00	(205.00)	\$ (17,425.00)
9	16" Casing by Bore & Jack	95	l.f.	\$ 275.00	\$ 26,125.00	54	\$ 14,850.00	(41.00)	\$ (11,275.00)
10	Casing end seal	12	ea.	\$ 150.00	\$ 1,800.00	9	\$ 1,350.00	(3.00)	\$ (450.00)
11	Exploratory Excavation	6	e.a.	\$ 900.00	\$ 5,400.00	5	\$ 4,500.00	(1.00)	\$ (900.00)
12	Extra Depth of Force Main Installation	1350	ft./ft.	\$ 2.75	\$ 3,712.50	320	\$ 880.00	(1030.00)	\$ (2,832.50)
13	Air & Vacuum Relief Manhole	5	e.a.	\$ 5,100.00	\$ 25,500.00	5	\$ 25,500.00	0.00	\$ -
14	Clean Out	4	e.a.	\$ 2,650.00	\$ 10,600.00	3	\$ 7,950.00	(1.00)	\$ (2,650.00)
15	Saw Cut Asphalt or Concrete	1172	l.f.	\$ 6.00	\$ 7,032.00	705.6	\$ 4,233.60	(466.40)	\$ (2,798.40)
16	Remove Asphalt Pavement	475	sq. yds.	\$ 11.00	\$ 5,225.00	295.22	\$ 3,247.42	(179.78)	\$ (1,977.58)
17	Remove Concrete Pavement	614	sq. yds.	\$ 11.00	\$ 6,754.00	333.85	\$ 3,672.35	(280.15)	\$ (3,081.65)
18	6" Thick Concrete Patch	1128	sq. yds.	\$ 82.50	\$ 93,060.00	629.07	\$ 51,898.28	(498.93)	\$ (41,161.73)
19	Remove Tree Stump	2	e.a.	\$ 300.00	\$ 600.00	1	\$ 300.00	(1.00)	\$ (300.00)
20	Remove and Replace barrier fence	2	e.a.	\$ 600.00	\$ 1,200.00		\$ -	(2.00)	\$ (1,200.00)
21	Seeding	2.3	Acre	\$ 3,000.00	\$ 6,900.00	1.2	\$ 3,600.00	0.00	\$ -
22	Mulch	3.5	tons	\$ 600.00	\$ 2,100.00	1.8	\$ 1,080.00	0.00	\$ -
23	Fertilizer	575	lbs.	\$ 3.00	\$ 1,725.00	300	\$ 900.00	0.00	\$ -
24	Curb Inlet Protection	2	e.a.	\$ 400.00	\$ 800.00	6	\$ 2,400.00	4.00	\$ 1,600.00
25	Silt Fence	108	l.f.	\$ 6.00	\$ 648.00		\$ -	(108.00)	\$ (648.00)
26	Gravel Repair Limestone	6	tons	\$ 100.00	\$ 600.00	10.14	\$ 1,014.00	4.14	\$ 414.00
27	Gravel Temporary Repair	120	tons	\$ 28.00	\$ 3,360.00	13	\$ 364.00	(107.00)	\$ (2,996.00)
28	Remove and Replace Traffic sign	5	ea.	\$ 175.00	\$ 875.00	5	\$ 875.00	0.00	\$ -
29	Trench Backfill	600	cu. yds.	\$ 35.00	\$ 21,000.00	118.4	\$ 4,144.00	(481.60)	\$ (16,856.00)
24	Traffic Control	1	e.a.	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	0.00	\$ -
25	Incidentals	1	LS	\$ 53,000.00	\$ 53,000.00	1	\$ 53,000.00	0.00	\$ -
	Value of Work to Date				\$ 460,544.50		\$ 362,200.65		\$ (93,198.86)





# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2018  
Re: Northshore Forcemain Closeout

---

**Background:** The Northshore Forcemain project is completed. The total project cost \$367,345.64.

If the closeout documents are approved the retainage amounts will be released to the contractor.

**Financial Consideration:** None at this time

**Recommendation:** Administration would recommend the approval of the closeout documents for the Northshore Forcemain project.

# Certificate of Substantial Completion

Owner  
 Engineer  
 Contractor  
 Field  
 Other

*COPY*

Project: North Shore Force Main Project Engineer: Buell Winter Mousel and Associates, P.C.

To (Owner) City of North Sioux City Engineers Project No. 19614  
504 River Drive

North Sioux City, South Dakota 57049 Contract For: \$460,544.50

Contract Date: March 20, 2017

Date of Issuance 18-Dec-17

Project or Designated Portion Shall Include: Entire Project

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as 12/18/2017 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below

### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Engineer, (is) ~~(is not)~~ required, therefore (is) ~~(is not)~~ attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Buell Winter Mousel & Assoc. *[Signature]* 1-17-2018  
Engineer By Date

The Contractor will complete or correct the Work on the list of items attached hereto within (days) from the above Date of Substantial Completion.

Vander Pol Excavating, L.L.C. *[Signature]* 1-16-2018  
Contractor By Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof thereof on the date of issuance

City of North Sioux City, South Dakota \_\_\_\_\_  
Owner By Date

Owner shall be responsible for the security, maintenance (except for warranty and maintenance) heat, utilities, damage from natural causes and insurance.

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

Punch List

North Sioux City

Northshore Force Main

9-Dec-17

- | No. | Description   |
|-----|---|
| 1   | Check & correct drainage along bike trail by score board. |
| 2   | Grade North Ditch each direction from #27 Northshore.     |
| 3   | Adjust Valve boxes over valve nut.                        |
| 4   | Complete Seeding.   |

**Consent of  
Surety Company  
To Final Payment**

\_\_\_\_\_  
Owner  
\_\_\_\_\_  
Engineer  
\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Field  
\_\_\_\_\_  
Other

Project: North Shore Force Main Project Engineer: Buell Winter Mousel and Assoc.

To (Owner) City of North Sioux City Engineers Project No. 19614  
504 River Drive  
North Sioux City, South Dakota Contract For: \$460,544.50

Contract Date: March 20, 2017

Contractor: Vander Pol Excavating , L.L.C.

In accordance with the provisions of the Contract between the Owner and Contractor as indicated above, the

IMT Insurance Company  
Surety Company

4445 Corporate Drive, West Des Moines, IA 50266  
Address

SURETY COMPANY,

on bond of

Vander Pol Excavating, LLC  
Contractor

808 Highway 10 W., Orange City, IA 51041  
Address

, CONTRACTOR,

Hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

City of North Sioux City  
Owner

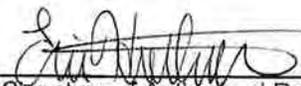
504 River Drive North Sioux City, S.D. 57049  
Address

, OWNER,

as set forth in the said Surety Company's bond.

In Witness Whereof,  
the Surety Company has hereunto set its hand this 11th day of January, 2018.

IMT Insurance Company  
Surety Company

  
Signature of Authorized Representative

Eric Hietbrink, Attorney-in-Fact  
Title

Attest:  
(Seal):



INSURANCE

POWER OF ATTORNEY

No. 92411

Notice: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Scott VanEssen, Eric Hietbrink, David DeYounge, Paul Hietbrink and Lyle Vermeer

of Sioux Center and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name. place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Five Million and No/100 (\$5,000,000.00) Dollars

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII. Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed. this 15th day of May, 2017.

IMT Insurance Company

Sean Kennedy, President

WARNING: THIS POWER IS INVALID IF NOT PRINTED WITH RED BORDER AND RED LOGO.

STATE OF IOWA } ss:
COUNTY OF POLK }

On this 15th day of May, 2017, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary
Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of on 11th day of January, 2018.

Dalene Holland

Dale

# Contractor's Affidavit of Release of Liens

\_\_\_\_ Owner  
\_\_\_\_ Engineer  
\_\_\_\_ Contractor  
\_\_\_\_ Surety  
\_\_\_\_ Other

To (Owner) City of North Sioux City  
504 River Drive  
North Sioux City, South Dakota 57049

Engineers Project No. 19614

Contract For: \$460,544.50

Project: North Shore Force Main Project

Contract Date: March 20, 2017

Contractor: Vander Pol Excavating, L.L.C.

State of: South Dakota

County of: Union

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of Materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bonds satisfactory to the Owner for each exception.)

### SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1.) Contractors Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Vander Pol Excavating, L.L.C.

ADDRESS: 808 Highway 10W  
Orange City, Iowa 51041

BY: Matt Vander Pol

Subscribed and sworn to before me this 16<sup>th</sup> day of Jan. 2018

Notary Public: Deb Anema

My Commission Expires: 8-31-2019 2/2/18

# Contractor's Affidavit of Payment of Debts and Claims

\_\_\_\_ Owner  
\_\_\_\_ Engineer  
\_\_\_\_ Contractor  
\_\_\_\_ Surety  
\_\_\_\_ Other

To (Owner) \_\_\_\_\_  
City of North Sioux City  
504 River Drive  
North Sioux City, South Dakota 57049

Engineers Project No. 19614

Contract For: \$460,544.50

Project: North Shore Force Main  
(name and address)

Contract Date: 20-Mar-17

Contractor: Vander Pol Excavating

State of: South Dakota

County of: Union

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bonds satisfactory to the Owner for each exception.)

### SUPPORTING DOCUMENTS ATTACHED HERETO:

1.) Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes ) (no ).

CONTRACTOR: Vander Pol Excavating, L.L.C.

ADDRESS: 808 Highway 10W  
Orange City, Iowa 51041

BY: Matt Vander Pol

The following supporting documents should be attached hereto if required by the Owner:

- 1.) Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- 3.) Contractor's Affidavit of Release of Liens

Subscribed and sworn to before me this 16<sup>th</sup> day of Jan. 2018

Notary Public: Deb Anema

My Commission Expires: 8-31-2019

# WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned H&D Underground  
(Manufacturer, Materialman or Subcontractor)  
 has furnished to Vander Pol Excavating, LLC the following  
(Name of Contractor)  
Boring for use in the construction of a  
(Kind of Material)  
 project belonging to City of North Sioux City  
(Name of Owner)  
 and designated as North Shore Force Main  
(Name of Project)

NOW, THEREFORE, the undersigned H&D Underground  
(Manufacturer, Materialman or Subcontractor)  
 for and in consideration of \$ 1.00 and other good and valuable consideration, the receipt  
 whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right  
 to or claim of lien, on the above described project and premises, under any common law,  
 common or statutory, on account of labor or materials, or both,  
 heretofore or hereafter furnished by the undersigned to or for the account of said  
Vander Pol Excavating, LLC for said project.  
(Name of Contractor)

Given under my (our) hand(s) and seal(s) this 11 day of January, 2018.

H&D Underground, Inc  
 Name of Manufacturer, Materialman or Subcontractor

By Terry Hotzler, VP  
 President, Vice President, Partner or Owner

# WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned Van Holland Lawn Service  
(Manufacturer, Materialman or Subcontractor)  
has furnished to Vander Pol Excavating, LLC the following  
(Name of Contractor)  
seeding for use in the construction of a  
(Kind of Material)  
project belonging to City of North Sioux City  
(Name of Owner)  
and designated as North Shore Force Main  
(Name of Project)

NOW, THEREFORE, the undersigned Van Holland Lawn Service  
(Manufacturer, Materialman or Subcontractor)  
for and in consideration of \$ 1.00 and other good and valuable consideration, the receipt  
whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right  
to or claim of lien, on the above described project and premises, under any common law,  
common or statutory, on account of labor or materials, or both,  
heretofore or hereafter furnished by the undersigned to or for the account of said  
Vander Pol Excavating, LLC for said project.  
(Name of Contractor)

Given under my (our) hand(s) and seal(s) this 11<sup>th</sup> day of January, 2018.

Van Holland Lawn Service  
Name of Manufacturer, Materialman or Subcontractor  
By [Signature]  
President, Vice President, Partner or Owner

# WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned Standard Ready Mix  
(Manufacturer, Materialman or Subcontractor)  
has furnished to Vander Pol Excavating, LLC the following  
(Name of Contractor)  
ready mix concrete for use in the construction of a  
(Kind of Material)  
project belonging to City of North Sioux City  
(Name of Owner)  
and designated as North Shore Force Main  
(Name of Project)

NOW, THEREFORE, the undersigned Standard Ready Mix  
(Manufacturer, Materialman or Subcontractor)  
for and in consideration of \$ 1.00 and other good and valuable consideration, the receipt  
whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right  
to or claim of lien, on the above described project and premises, under any common law,  
common or statutory, on account of labor or materials, or both,  
heretofore or hereafter furnished by the undersigned to or for the account of said  
Vander Pol Excavating, LLC for said project.  
(Name of Contractor)

Given under my (our) hand(s) and seal(s) this 16<sup>th</sup> day of January, 2018.

## STANDARD READY MIX

Name of Manufacturer, Materialman or Subcontractor

By Gordon H. Wellensick  
President, Vice President, Partner or Owner  
Credit Manager

# WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned HD Supply (Core and Main)  
(Manufacturer, Materialman or Subcontractor)  
has furnished to Vander Pol Excavating, LLC the following  
(Name of Contractor)  
PVC Pipe and Appurtenant Items for use in the construction of a  
(Kind of Material)  
project belonging to City of North Sioux City  
(Name of Owner)  
and designated as North Shore Force Main.  
(Name of Project)

NOW, THEREFORE, the undersigned HD Supply (Core and Main)  
(Manufacturer, Materialman or Subcontractor)  
for and in consideration of \$ 1.00 and other good and valuable consideration, the receipt  
whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right  
to or claim of lien, on the above described project and premises, under any common law,  
common or statutory, on account of labor or materials, or both,  
heretofore or hereafter furnished by the undersigned to or for the account of said  
Vander Pol Excavating, LLC for said project.  
(Name of Contractor)

Given under my (our) hand(s) and seal(s) this 11<sup>th</sup> day of January, 2018.

Core and Main  
Name of Manufacturer, Materialman or Subcontractor

By Kathy Anderson credit manager  
President, Vice President, Partner or Owner





# City Council MEMO

504 River Drive  
North Sioux City, SD 57049  
Phone (605) 232-4276  
Fax (605) 232-0506

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 2/5/2018  
Re: 2018 Bid Notices

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**Background:** In December 2017 the Council gave the authority for Greg to move forward on the design of the capital improvement projects for 2018. He has prepared 2 projects for bid and is working on the rest of them.

The first is the overlay project on North Derby lane to add a better 2” top to the road. This project was budgeted at \$631,000 from the Streets budget. Greg’s new estimate is at \$428,832.48

The second project is to continue with cleaning and televising of the sewer system. There as \$70,000 budgeted for this project in FY2018. We will work with contractor chosen to do as much as possible.

After bids are received the Council will be presented with information on the formal awarding of the bids.

**Financial Consideration:** None at this time.

**Recommendation:** Administration recommends the Council approve moving forward with the bid letting of the 2018 Sewer Cleaning/Televising project and the North Derby Lane 2” Overlay project.

CITY OF NORTH SIOUX CITY  
504 River Drive  
N. Sioux City, S.D. 57049  
BWMA Project No.25218

February, 2018

NOTICE TO CONTRACTORS

Sealed Bids will be received by the City of North Sioux City for 2018 SEWER INSPECTION.

Description of Work: Cleaning and televising of Sanitary Sewers.

Bids for the City of North Sioux City – 2018 SEWER INSPECTION will be received until 11:00 a.m. (CST), on March 1, 2018, at the City Office at which time they will be accepted for consideration. Bids received after this time will not be accepted.

Nondiscrimination in Employment. Bidders on this Work shall comply with the President's Executive Order No. 11246 as amended. The requirements for Bidders and Contractors under this Order are explained in the Specifications.

The Work shall be started within ten (10) calendar days from the date of the Notice to Proceed and completed by August 1, 2018.

The Bidder will enter into a Contract at the prices bid and furnish the required Certificate of Insurance. No Bidder may withdraw his Bid for at least thirty (30) calendar days after the scheduled closing time for the receipt of bids.

Bidding documents may be obtained from Buell Winter Mousel and Associates, P.C., 705 Douglas, Suite 636, Sioux City, Iowa 51101, on the payment of a deposit of fifty dollars (\$50.00).

Upon returning the documents to the Engineer in good condition, within ten (10) days after opening of Bids, the plan holder will receive a full refund.

Bidding documents may be examined at the City of North Sioux City, City Office.

The City reserves the right to reject any or all Bids and to waive informalities in Bids received.

City of North Sioux City

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By: Randy Fredericksen, Mayor

NC-1

City of North Sioux City, SD  
504 River Drive  
No. Sioux City, SD 57049  
BWMA Project No. 23216

February, 2018

### **NOTICE TO CONTRACTORS**

Sealed Bids will be received by the City of North Sioux City for the North Derby Lane Overlay Project located in North Sioux City, South Dakota.

Description of Work for the Contract is as follows: Furnish labor, equipment and materials for the North Derby Lane Overlay Project in North Sioux City, South Dakota.

Bids for the City of North Sioux City North Derby Lane Overlay Project will be received until 10:00 a.m. (CST), on March 1, 2018, at City Hall, 504 River Drive, North Sioux City, South Dakota, at which time they will be publicly opened, read aloud, and accepted, for consideration. Bids received after this time will not be accepted.

Nondiscrimination in Employment. Bidders on this Work shall comply with the President's Executive Order No. 11246 as amended. The requirements for Bidders and Contractors under this Order are explained in the Specifications.

The Work shall be started within ten (10) calendar days from the date of the Notice to Proceed and completed within any thirty (30) day period before September 1, 2018.

Each bidder shall submit, with his Bid a certified check or cashier's check in an amount of not less than five percent (5%) or a bid bond in an amount of not less than ten percent (10%) of the total amount of the Base Bid. The certified check or cashier's check shall be drawn on a bank in South Dakota or a bank chartered under the laws of the United States of America and payable to the City of North Sioux City as security that, if awarded a Contract by the City of North Sioux City, the Bidder will enter into a Contract at the prices bid and furnish the required Certificate of Insurance. The certified check may be cashed and the proceeds retained as liquidated damages if the Bidder fails to execute a Contract or file acceptable Performance and Payment Bonds, or provide an acceptable Certificate of Insurance within ten (10) days after acceptance of his Bid by resolution of the Council. No Bidder may withdraw his Bid for at least thirty (30) calendar days after the scheduled closing time for the receipt of bids.

Bidding documents may be obtained from Buell Winter Mousel and Associates, P.C., 705 Douglas Street, Suite 636, Sioux City, Iowa 51101, **on payment of a deposit of fifty dollars (\$50.00) for each set of Documents.** Upon the return of the Bidding documents to the Engineer, in good condition, within ten (10) days after the Bid opening, the entire deposit will be refunded.

Bidding Documents may be examined at City Hall, North Sioux City, South Dakota.

The City reserves the right to reject any or all Bids and to waive informalities in Bids received.

City of North Sioux City

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By: Randy Fredericksen, Mayor

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
827102	1	1/23/18	1/12/18	LIBERTY 1010 0048 101341 AFLAC JAN2018 PREMI UMS (2)	919.58	101	101-0200-2178	1
				INVOICE TOTAL	919.58			
				VENDOR TOTAL	919.58			
67460	1	1/23/18	1/10/18	102873 AMERICAN POPCORN LIB-POPCORN SUPPLIES	55.00	101	101-4550-4260	1
				INVOICE TOTAL	55.00			
				VENDOR TOTAL	55.00			
234619	1	1/23/18	1/08/18	101708 BLACK HILLS AMMUNITION AMMUNITION	4,531.00	101	101-4210-4260	1
				INVOICE TOTAL	4,531.00			
				VENDOR TOTAL	4,531.00			
8082470125	1	1/23/18	1/04/18	102466 CED ALTERNATOR SWITCH (2)	186.30	604	604-4320-4250	1
				INVOICE TOTAL	186.30			
				VENDOR TOTAL	186.30			
1538990	1	1/23/18	1/01/18	102727 CENTER POINT LGE PRINT BOOKS (6)	137.82	101	101-4550-4342	1
				INVOICE TOTAL	137.82			
				VENDOR TOTAL	137.82			
163786	1	1/23/18	1/04/18	40043 CITY OF SIOUX CITY IOWA 1QTR2018 WOODBURY CTY COMM CTR	15,905.25	214	214-4210-4225	1
				INVOICE TOTAL	15,905.25			
				VENDOR TOTAL	15,905.25			
11268	1	1/23/18	4/04/18	60058 DAKOTA PUMP, INC VTSCADA SOFTWARE RENEWAL 01/2018-12/2018	553.60	604	604-4320-4220	1
				INVOICE TOTAL	553.60			
				VENDOR TOTAL	553.60			
417865	1	1/23/18	1/09/18	102022 ELECTRIC INNOVATIONS LAPTOP-KLOOSTRA	2,659.51	101	101-4140-4220	1
				INVOICE TOTAL	2,659.51			
				VENDOR TOTAL	2,659.51			
JAN2018	1	1/23/18	1/02/18	101695 HAWKEYE RIFLE & PISTOL CLUB 2018 MEMBERSHIP DUES (7)	875.00	101	101-4210-4223	1
				INVOICE TOTAL	875.00			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	875.00			
JAN2018	1	1/23/18	1/10/18	100806 PETER HOLBROOK 4QTR2017 P&Z MTG	150.00	101	101-4652-4220	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
32432028	1	1/23/18	1/03/18	102701 INGRAM LIBRARY SERVICES DVD (6), BOOK	133.18	101	101-4550-4342	1
				INVOICE TOTAL	133.18			
				VENDOR TOTAL	133.18			
1001299289	1	1/23/18	12/29/17	102637 INTL ASSOC OF CHIEFS OF POLICE 2018 MEMBERSHIP DUES	150.00	101	101-4210-4223	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
71741A	1	1/23/18	1/12/18	40023 JACK'S UNIFORMS & EQUIPMENT CLOTHING ALLOWANCE-HEADID	75.80	101	101-4210-4269	1
				INVOICE TOTAL	75.80			
71742A	1	1/23/18	1/12/18	CLOTHING ALLOWANCE-SHARKEY	43.85	101	101-4210-4269	1
				INVOICE TOTAL	43.85			
				VENDOR TOTAL	119.65			
7418817-0	1	1/23/18	1/09/18	101636 EAKES OFFICE SOLUTIONS LIB-TOWELS 1 CS	29.96	101	101-4550-4260	1
				INVOICE TOTAL	29.96			
				VENDOR TOTAL	29.96			
JAN2018	1	1/23/18	1/03/18	40582 LAW ENFORCEMENT SYSTEMS, INC. FORMS (500)	110.00	101	101-4210-4260	1
				INVOICE TOTAL	110.00			
				VENDOR TOTAL	110.00			
JAN2018	1	1/23/18	1/10/18	102135 LINDEN, BAYNE 4QTR2017 P&Z MTG	200.00	101	101-4652-4220	1
				INVOICE TOTAL	200.00			
				VENDOR TOTAL	200.00			
JAN2018	1	1/23/18	12/28/17	95060 LOCAL NO. 749 JAN2018 DUES	278.00	0173	101-0200-2173	1
				INVOICE TOTAL	278.00			
				VENDOR TOTAL	278.00			
				101268 LONG LINES				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
			101268	LONG LINES				
JAN2018	1	1/23/18	12/30/17	JAN2018 PHN & INT CHGS-FINANCE	174.69	101	101-4140-4282	1
	2			JAN2018 PHN & INT CHGS-POLICE	158.37	101	101-4210-4282	1
	3			JAN2018 PHN & INT CHGS-CIV DEF	40.59	101	101-4290-4282	1
	4			JAN2018 PHN & INT CHGS-STREETS	39.59	101	101-4310-4282	1
	5			JAN2018 PHN & INT CHGS-SR CNTR	129.17	101	101-4514-4282	1
	6			JAN2018 PHN & INT CHGS-BT RAMP	109.00	101	101-4520-4290	1
	7			JAN2018 PHN & INT CHGS-LIBRARY	39.59	101	101-4550-4282	1
	8			JAN2018 PHN & INT CHGS-WATER	79.17	602	602-4330-4282	1
	9			JAN2018 PHN & INT CHGS-SEWER	39.59	604	604-4320-4282	1
				INVOICE TOTAL	809.76			
				VENDOR TOTAL	809.76			
			102547	MCCOOK LAKE ASSOCIATION				
186	1	1/23/18	1/11/18	2018 DONATION	25,000.00	211	211-4660-4292	1
				INVOICE TOTAL	25,000.00			
				VENDOR TOTAL	25,000.00			
			101919	MERCY BUSINESS HEALTH SVCS				
150122	1	1/23/18	12/26/17	JAN2018 EAP	53.33	101	101-4140-4220	1
				INVOICE TOTAL	53.33			
				VENDOR TOTAL	53.33			
			102937	MITCHELL, DAVE				
JAN2018	1	1/23/18	1/10/18	4QTR2017 P&Z MTG	200.00	101	101-4652-4220	1
				INVOICE TOTAL	200.00			
				VENDOR TOTAL	200.00			
			101757	MOBILE ELECTRONIC SERVICE				
67012	1	1/23/18	1/05/18	CAGE-NEW PATROL CAR	697.00	101	101-4210-4350	1
				INVOICE TOTAL	697.00			
				VENDOR TOTAL	697.00			
			102972	NSC AUTO REPAIR				
4399	1	1/23/18	1/10/18	UNIT 4-OIL CHANGE, CAR WASH	54.95	101	101-4210-4250	1
				INVOICE TOTAL	54.95			
4400	1	1/23/18	1/10/18	UNIT 5-CAR WASH	15.00	101	101-4210-4250	1
				INVOICE TOTAL	15.00			
4402	1	1/23/18	1/11/18	UNIT 3-REPAIRS DUE TO ENGINE OVERHEATING	267.11	101	101-4210-4250	1
				INVOICE TOTAL	267.11			
				VENDOR TOTAL	337.06			
			95048	OFFICE ELEMENTS				
154564-0	1	1/23/18	1/05/18	DYMO LABELS (2 PK)	21.86	101	101-4140-4260	1
				INVOICE TOTAL	21.86			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	21.86			
JAN2018	1	1/23/18	1/10/18	102938 OLSON, DAN 4QTR2017 P&Z MTG	200.00	101	101-4652-4220	1
				INVOICE TOTAL	200.00			
				VENDOR TOTAL	200.00			
JAN2018	1	1/23/18	12/12/17	101554 DEPT OF ENVIR & NATURAL RSRC 2018 WASTEWATER COLLECTION #4229 HOGAN	6.00	604	604-4320-4223	1
	2			2018 WATER DIST COLLECTION #4122 HOGAN	6.00	602	602-4330-4223	1
	3			2018 WASTEWATER TRMT #3185 HOGAN	6.00	604	604-4320-4223	1
	4			2018 WATER TRMT #5242 HOGAN	6.00	602	602-4330-4223	1
	5			2018 WATER TRMT #6207 WOLVERTON	6.00	604	604-4320-4223	1
	6			2018 WASTEWATER COLLECTION #6331 WOLVERTON	6.00	602	602-4330-4223	1
	7			2018 WATER TRMT #4457 MONTAGNE	6.00	602	602-4330-4223	1
	8			2018 WASTEWATER TRMT #4457 MONTAGNE	6.00	604	604-4320-4223	1
	9			2018 WATER DIS #4914 MONTAGNE	6.00	602	602-4330-4223	1
	10			2018 WASTEWATER COLLECTION #4696 MONTAGNE	6.00	604	604-4320-4223	1
				INVOICE TOTAL	60.00			
				VENDOR TOTAL	60.00			
JAN2018	1	1/23/18	1/10/18	40257 SD POLICE CHIEFS' ASSOCIATION 2018 MEMBERSHIP DUES-HEADID	98.54	101	101-4210-4223	1
				INVOICE TOTAL	98.54			
				VENDOR TOTAL	98.54			
25034	1	1/23/18	1/03/18	95061 SD PUBLIC ASSURANCE ALLIANCE 2018-2019 GENERAL LIABILITY INSURANCE	61,867.33	101	101-0200-2680	1
				INVOICE TOTAL	61,867.33			
				VENDOR TOTAL	61,867.33			
JAN2018	1	1/23/18	1/10/18	40244 STREETER, DONALD 4QTR2017 P&Z MTG	200.00	101	101-4652-4220	1
				INVOICE TOTAL	200.00			
				VENDOR TOTAL	200.00			
90500174	1	1/23/18	1/09/18	102854 US DEPT OF THE INTERIOR BIG SIOUX RIVER FLOW GEOLOGICAL SURVEY	8,450.00	101	101-4318-4250	1
				INVOICE TOTAL	8,450.00			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	8,450.00		
CERT323917	1	1/23/18	1/18/18	102819 VANDER POL EXCAVATING, LLC SIOUX LAUNDRY FORCE MAIN INVOICE TOTAL	1,023.89 1,023.89	604 604-4320-4350	1
				VENDOR TOTAL	1,023.89		
3675347561	1	1/23/18	1/12/18	100886 VERIZON WIRELESS JAN2018-ACCT 7871140-CHERRY INVOICE TOTAL	80.27 80.27	101 101-4122-4282	1
				VENDOR TOTAL	80.27		
JAN2018	1	1/23/18	1/16/18	507 WEGNER AUTO CO. PD-2018 DODGE CHARGER VIN 2C3CDXKT7JH225907 INVOICE TOTAL	28,032.00 28,032.00	101 101-4210-4350	1
				VENDOR TOTAL	28,032.00		
0110002828	1	1/23/18	1/11/18	100732 WELLMARK BLUE CROSS FEB2018 INSUR PREMI UM-ADMIN FEB2018 INSUR PREMI UM-FINANCE FEB2018 INSUR PREMI UM-PLANNING FEB2018 INSUR PREMI UM-POLICE FEB2018 INSUR PREMI UM-LIBRARY FEB2018 INSUR PREMI UM-WATER FEB2018 INSUR PREMI UM-SEWER FEB2018 INSUR PREMI UM-SLD WST EE INSUR PREMIUM EE INSUR PREMIUM EE INSUR PREMIUM EE INSUR PREMIUM INVOICE TOTAL	470.57 2,326.72 175.04 6,216.19 1,017.25 5,253.27 3,306.01 219.32 480.96 301.40 11.44 81.06 19,859.23	101 101-4122-4150 101 101-4140-4150 101 101-4652-4150 101 101-4210-4150 101 101-4550-4150 602 602-4330-4150 604 604-4320-4150 612 612-4323-4150 0191 101-0200-2191 0291 602-0200-2191 1291 612-0200-2191 101 101-0200-2680	1 1 1 1 1 1 1 1 1 1 1 1
				VENDOR TOTAL	19,859.23		
JAN2018	1	1/23/18	1/16/18	101864 WOODBURY CTY EMERG SVCS FEB2018 STARCOMM INVOICE TOTAL	479.13 479.13	214 214-4210-4225	1
				VENDOR TOTAL	479.13		
7043587	1	1/23/18	1/10/18	102638 WOODHOUSE UNIT 2-BATTERY INVOICE TOTAL	175.00 175.00	101 101-4210-4250	1
				VENDOR TOTAL	175.00		
				LIBERTY 1010 0048 TOTAL	174,638.25		
				LIBERTY 1042 7714 100732 WELLMARK BLUE CROSS			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
0110002828	11	1/23/18	1/11/18	100732 WELLMARK BLUE CROSS EE INSUR PREMIUM	179.54	0491 604-0200-2191	1
				INVOICE TOTAL	179.54		
				VENDOR TOTAL	179.54		
				LIBERTY 1042 7714 TOTAL	179.54		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	174,817.79		
				GRAND TOTALS	174,817.79		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				LIBERTY 1010 0048				
			9999999999 24	ALICIA ERIKSEN				
DEC2017	1	12/22/17	12/22/17	SR CENTER RENTAL DEPOSIT 12/2	100.00	101	101-3630-36201	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
				60043 CITY OF SIOUX CITY				
JAN2018	1	12/22/17	1/04/18	DEC2017 SWR CHGS USAGE 12,848	27,751.68	604	604-4320-4283	1
				INVOICE TOTAL	27,751.68			
				VENDOR TOTAL	27,751.68			
				95043 CITY OF SIOUX FALLS				
10893	1	12/22/17	12/29/17	4QTR2017 BACTERIA WATER TESTS	145.00	604	604-4320-4220	1
				INVOICE TOTAL	145.00			
				VENDOR TOTAL	145.00			
				102022 ELECTRIC INNOVATIONS				
417767	1	12/22/17	12/15/17	DEC2017 TECH SUPPORT-FINANCE	800.00	101	101-4140-4220	1
	2			DEC2017 TECH SUPPORT-POLICE	385.00	101	101-4210-4220	1
	3			DEC2017 TECH SUPPORT-SR CENTER	60.00	101	101-4514-4220	1
	4			DEC2017 TECH SUPPORT-LIBRARY	385.00	101	101-4550-4220	1
				INVOICE TOTAL	1,630.00			
				VENDOR TOTAL	1,630.00			
				102317 FERGUSON WATERWORKS				
SC16677	1	12/22/17	12/31/17	DEC2017 SVC CHG	127.70	602	602-4330-4250	1
				INVOICE TOTAL	127.70			
				VENDOR TOTAL	127.70			
				101501 FIRST FINANCIAL BANK USA				
JAN2018	1	12/22/17	1/11/18	AMAZON-EXTENSION CABLE-ROUPE	9.99	101	101-4140-4260	1
	2			AMAZON-SUPPLIES-CHERRY	20.49	101	101-4122-4260	1
	3			CASEY'S-FUEL CHGS-18.19 G	50.01	101	101-4111-4270	1
	4			AMAZON-SPACE HEATER-CHERRY	42.50	101	101-4122-4260	1
	5			AMAZON-USPS-POSTAGE	9.80	101	101-4140-4268	1
	6			AMAZON-BOOKCASE-CHERRY	125.85	101	101-4122-4260	1
				INVOICE TOTAL	258.64			
				VENDOR TOTAL	258.64			
				522 FRONTIER CONSULTANTS, INC				
16-123	1	12/22/17	8/09/17	WESTSHORE PROJECT	1,604.00	519	519-4310-4350	1
				INVOICE TOTAL	1,604.00			
				VENDOR TOTAL	1,604.00			
				103014 H&W CONTRACTING, LLC				
CERT7-REV	1	12/22/17	12/18/17	2017 WATER DISTRIBUTION PROJ	148,046.29	602	602-4330-4350	1
				INVOICE TOTAL	148,046.29			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	148,046.29			
				95079 HAWKINS, INC				
4205856	1	12/22/17	12/29/17	CHLORINE CYLINDER	5.00	604	604-4320-4263	1
				INVOICE TOTAL	5.00			
4206265	1	12/22/17	12/29/17	REBUILT CHLORINATOR	632.50	604	604-4320-4250	1
				INVOICE TOTAL	632.50			
4206275	1	12/22/17	12/29/17	CHLORINE (10)	1,158.00	604	604-4320-4263	1
				INVOICE TOTAL	1,158.00			
				VENDOR TOTAL	1,795.50			
				102701 INGRAM LIBRARY SERVICES				
31887912	1	12/22/17	12/07/17	RETURNED DVD	29.99-	101	101-4550-4342	1
				INVOICE TOTAL	29.99-			
32061081	1	12/22/17	12/14/17	BOOKS (3)	58.57	101	101-4550-4342	1
				INVOICE TOTAL	58.57			
32105561	1	12/22/17	12/15/17	RETURNED BOOKS (2)	44.98-	101	101-4550-4342	1
				INVOICE TOTAL	44.98-			
32254068	1	12/22/17	12/21/17	BOOK	7.47	101	101-4550-4342	1
				INVOICE TOTAL	7.47			
32254069	1	12/22/17	12/21/17	BOOKS (13)	182.30	101	101-4550-4342	1
				INVOICE TOTAL	182.30			
32361416	1	12/22/17	12/28/17	BOOK	31.92	101	101-4550-4342	1
				INVOICE TOTAL	31.92			
32361417	1	12/22/17	12/28/17	BOOKS (7)	233.92	101	101-4550-4342	1
				INVOICE TOTAL	233.92			
				VENDOR TOTAL	439.21			
				40023 JACK'S UNIFORMS & EQUIPMENT				
71135A	1	12/22/17	12/12/17	CLOTHING ALLOWANCE-CLOSE	50.85	101	101-4210-4269	1
				INVOICE TOTAL	50.85			
				VENDOR TOTAL	50.85			
				101636 EAKES OFFICE SOLUTIONS				
7403380-0	1	12/22/17	12/14/17	SHOP CLNG SUPPLIES	653.50	101	101-4310-4260	1
				INVOICE TOTAL	653.50			
				VENDOR TOTAL	653.50			
				102409 QUALIFIED PRESORT SVC, LLC				
417698	1	12/22/17	12/31/17	DEC2017 POSTAGE UTILITY BILLS	18.55	602	602-4330-4268	1
	2			DEC2017 POSTAGE UTILITY BILLS	18.55	604	604-4320-4268	1
	3			DEC2017 POSTAGE UTILITY BILLS	18.57	612	612-4323-4268	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				I NVOICE TOTAL	55.67			
417699	1	12/22/17	12/31/17	DEC2017 POSTAGE UTILITY BILLS	217.88	602	602-4330-4268	1
	2			DEC2017 POSTAGE UTILITY BILLS	217.88	604	604-4320-4268	1
	3			DEC2017 POSTAGE UTILITY BILLS	217.88	612	612-4323-4268	1
				I NVOICE TOTAL	653.64			
				VENDOR TOTAL	709.31			
				40255 ROTO-ROOTER				
125778	1	12/22/17	12/20/17	FLYNN LI FT STATION	1,378.20	604	604-4320-4250	1
				I NVOICE TOTAL	1,378.20			
				VENDOR TOTAL	1,378.20			
				95295 RUDOLPH' S FLORSHEIM SHOES				
DEC2017	1	12/22/17	12/29/17	CLOTHING ALLOWANCE-TIM	174.24	101	101-4310-4269	1
				I NVOICE TOTAL	174.24			
				VENDOR TOTAL	174.24			
				463 SD ONE CALL				
SD17-4075	1	12/22/17	12/31/17	DEC2017 LOCATES (36)	40.32	602	602-4330-4220	1
				I NVOICE TOTAL	40.32			
				VENDOR TOTAL	40.32			
				100871 SD DEPT OF HEALTH				
51334	1	12/22/17	1/02/18	TESTING-SCHATZ	35.00	101	101-4210-4220	1
				I NVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
				102819 VANDER POL EXCAVATING, LLC				
CERT5-REV	1	12/22/17	12/18/17	NORTHSHORE FORCE MAIN PROJECT	13,619.34	604	604-4320-4250	1
				I NVOICE TOTAL	13,619.34			
				VENDOR TOTAL	13,619.34			
				101817 WRIGHT EXPRESS FLEET SVCS				
52753608	1	12/22/17	1/06/18	23.108 G-POLICE-HEADID	48.33	101	101-4210-4267	1
	2			112.272 G-POLICE-MAHLKE	278.38	101	101-4210-4267	1
	3			112.306 G-POLICE-RYAN P	233.08	101	101-4210-4267	1
	4			36.453 G-POLICE-MCINTOSH	84.99	101	101-4210-4267	1
	5			45.746 G-POLICE-CLOSE	96.31	101	101-4210-4267	1
	6			124.202 G-POLICE-RYAN A	265.63	101	101-4210-4267	1
	7			92.284 G-TIM-TRUCK	197.12	604	604-4320-4267	1
	8			79.945 G-RUSTY-BOOM TRUCK	220.39	602	602-4330-4267	1
	9			136.304 G-RUSTY-PLOW TRUCK	410.32	101	101-4310-4311	1
	10			74.227 G-RUSTY-BOOM TK, LOADER	182.83	101	101-4310-4267	1
	11			130.07 G-RUSTY-GENERATOR, TK	350.29	604	604-4320-4267	1
	12			87.095 G-LARRY-TRUCK	242.51	101	101-4310-4267	1
	13			38.040 G-SHANE-TRUCK	101.58	101	101-4310-4267	1
	14			23.551 G-SHANE-PLOW TRUCK	70.80	101	101-4310-4311	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	15			MTHLY SVC CHG-WATER	9.00	602 602-4330-4267	1
	16			MTHLY SVC CHG-POLICE	9.00	101 101-4210-4267	1
	17			MTHLY SVC CHG-STREETS	9.00	101 101-4310-4267	1
	18			MTHLY SVC CHG-SEWER	9.00	604 604-4320-4267	1
				INVOICE TOTAL	2,818.56		
				VENDOR TOTAL	2,818.56		
				LIBERTY 1010 0048 TOTAL	201,377.34		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	201,377.34		
				GRAND TOTALS	201,377.34		

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
320601	1	2/06/18	1/16/18	LIBERTY 1010 0048 101606 APPLIED CONCEPTS, INC UNIT 6-RADAR UNIT	2,895.00 2,895.00	101	101-4210-4350	1
				INVOICE TOTAL	2,895.00			
				VENDOR TOTAL	2,895.00			
1790391	1	2/06/18	12/21/17	40028 BOMGAARS WRENCH SET, TAPE MEASURE, CUTTING WHEEL (15)	80.17 80.17	101	101-4310-4260	1
				INVOICE TOTAL	80.17			
1794670	1	2/06/18	12/27/17	RIGID CASTER (2), SWIVEL CASTER (2), MILK HOUSE HEATER (2)	191.29 191.29	101	101-4310-4250	1
				INVOICE TOTAL	191.29			
1799953	1	2/06/18	1/04/18	GLOVES (2), CLAMP (4), BLADE SET, TAPE (2)	94.91 94.91	602	602-4330-4260	1
				INVOICE TOTAL	94.91			
1801037	1	2/06/18	1/06/18	CLOTHING ALLOWANCE-LARRY	69.99 69.99	101	101-4310-4269	1
				INVOICE TOTAL	69.99			
1804430	1	2/06/18	1/12/18	AIR HOSE, BACKUP PARTS (56)	169.64 169.64	101	101-4310-4260	1
				INVOICE TOTAL	169.64			
				VENDOR TOTAL	606.00			
29973	1	2/06/18	1/23/18	103044 C & H HEAVY DUTY PULL OUT PLOW TK	426.00	101	101-4310-4311	1
	2			LESS TAX	26.00-	101	101-4310-4311	1
				INVOICE TOTAL	400.00			
				VENDOR TOTAL	400.00			
17597	1	2/06/18	1/26/18	100977 CALHOUN COMMUNICATIONS INC. WATER TOWER-REPLACED BULBS	369.39 369.39	602	602-4330-4250	1
				INVOICE TOTAL	369.39			
				VENDOR TOTAL	369.39			
JAN2018	1	2/06/18	2/06/18	100903 ROCS-DAKOTA SENIOR MEALS SR MEALS (4)-NEW RESIDENT	16.00 16.00	101	101-4514-4260	1
				INVOICE TOTAL	16.00			
				VENDOR TOTAL	16.00			
JAN2018	1	2/06/18	1/18/18	101469 DAKOTA DUNES/NSC TIMES PD-SUBSCRIPTION RENEWAL	35.68 35.68	101	101-4210-4230	1
				INVOICE TOTAL	35.68			
				VENDOR TOTAL	35.68			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
417875	1	2/06/18	102022 1/09/18	ELECTRIC INNOVATIONS PD-POWER ADAPTERS	162.98	101	101-4210-4220	1
				INVOICE TOTAL	162.98			
418046	1	2/06/18	1/12/18	LAPTOP CONFIGURATION	100.00	101	101-4140-4220	1
				INVOICE TOTAL	100.00			
418088	1	2/06/18	1/01/18	PD-ALARM MONITORING AGREEMENT	66.00	101	101-4210-4220	1
				INVOICE TOTAL	66.00			
				VENDOR TOTAL	328.98			
67178367	1	2/06/18	102920 1/24/18	FARMER BROS. CO. COFFEE (2 CS)	81.26	101	101-4514-4260	1
				INVOICE TOTAL	81.26			
				VENDOR TOTAL	81.26			
264420	1	2/06/18	103037 1/10/18	FASTENAL COMPANY REPAIR HATCH ON WATER TANK	306.09	602	602-4330-4250	1
				INVOICE TOTAL	306.09			
				VENDOR TOTAL	306.09			
02683131	1	2/06/18	102317 1/15/18	FERGUSON WATERWORKS SOFTWARE MAINTENANCE-11/1/17- 10/31/18	1,300.00	602	602-4330-4220	1
				INVOICE TOTAL	1,300.00			
				VENDOR TOTAL	1,300.00			
FEB2018	1	2/06/18	101523 1/25/18	FOUR SEASONS NORTH FEB2018 FITNESS CHGS	224.55	101	101-0100-1154	1
				INVOICE TOTAL	224.55			
				VENDOR TOTAL	224.55			
28704	1	2/06/18	101502 1/16/18	GR LINDBLADE & CO. BUSINESS CARDS-5 SETS	500.00	101	101-4210-4260	1
				INVOICE TOTAL	500.00			
				VENDOR TOTAL	500.00			
242412	1	2/06/18	40317 1/24/18	HYDRAULIC SALES & SERVICE CO. HYDRO OIL (8)	736.89	101	101-4310-4311	1
				INVOICE TOTAL	736.89			
				VENDOR TOTAL	736.89			
32446947	1	2/06/18	102701 1/04/18	INGRAM LIBRARY SERVICES BOOK	20.22	101	101-4550-4342	1
				INVOICE TOTAL	20.22			
32491645	1	2/06/18	1/07/18	DVD'S (3)	77.72	101	101-4550-4342	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	77.72			
				VENDOR TOTAL	97.94			
71946A	1	2/06/18	1/25/18	40023 JACK'S UNIFORMS & EQUIPMENT CLOTHING ALLOWANCE-RYAN P	162.80	101	101-4210-4269	1
				INVOICE TOTAL	162.80			
72004A	1	2/06/18	1/29/18	CLOTHING ALLOWANCE-HEADID	15.90	101	101-4210-4269	1
				INVOICE TOTAL	15.90			
72005A	1	2/06/18	1/29/18	PD-LED FLASH LIGHT	99.95	101	101-4210-4260	1
				INVOICE TOTAL	99.95			
				VENDOR TOTAL	278.65			
11155	1	2/06/18	1/26/18	102418 KEVIN ODELL ELECTRIC, INC. 129-REPLACED HEADLIGHT FIXTURE	1,960.82	101	101-4310-4250	1
				INVOICE TOTAL	1,960.82			
				VENDOR TOTAL	1,960.82			
000696290	1	2/06/18	1/11/18	40258 LYLE SIGNS INC STREET SIGNS (6)	243.35	101	101-4310-4265	1
				INVOICE TOTAL	243.35			
				VENDOR TOTAL	243.35			
909549	1	2/06/18	1/24/18	102666 MB CLEANING CLEANING-PD	540.00	101	101-4210-4251	1
				INVOICE TOTAL	540.00			
909553	1	2/06/18	1/24/18	CLEANING-CH	700.00	101	101-4192-4251	1
				INVOICE TOTAL	700.00			
909554	1	2/06/18	1/24/18	CLEANING-LIB	375.00	101	101-4550-4251	1
				INVOICE TOTAL	375.00			
909555	1	2/06/18	2/06/18	CLEANING-SR CENTER	140.00	101	101-4514-4250	1
	2			(2) CLEANING-EXTRA CLNG (2)	75.00	101	101-4514-4250	1
				INVOICE TOTAL	215.00			
				VENDOR TOTAL	1,830.00			
110340118	1	2/06/18	1/19/18	40208 MIDAMERICAN ENERGY 114 MAIN-UTILITY CHGS	132.16	101	101-4192-4280	1
				INVOICE TOTAL	132.16			
				VENDOR TOTAL	132.16			
4486	1	2/06/18	1/24/18	102972 NSC AUTO REPAIR UNIT 4-BLOWER MOTOR	59.40	101	101-4210-4250	1
				INVOICE TOTAL	59.40			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	59.40			
				40062 OFFICE SYSTEMS CO				
219345	1	2/06/18	1/23/18	FEB2018 COPY & LEASE EXP	21.32	101	101-4140-4260	1
	2			FEB2018 COPY & LEASE EXP	21.32	211	211-4650-4260	1
	3			FEB2018 COPY & LEASE EXP	21.32	602	602-4330-4260	1
	4			FEB2018 COPY & LEASE EXP	21.33	604	604-4320-4260	1
	5			FEB2018 COPY & LEASE EXP	21.33	101	101-4652-4260	1
	6			FEB2018 COPY & LEASE EXP	21.33	101	101-4122-4260	1
	7			FEB2018 COPY & LEASE EXP	21.34	101	101-4310-4260	1
				INVOICE TOTAL	149.29			
				VENDOR TOTAL	149.29			
				40064 ONE OFFICE SOLUTION				
1745445-0	1	2/06/18	1/17/18	PD-COPY PAPER (40 RMS), FOLDER (6 BX), STORAGE BX	405.89	101	101-4210-4260	1
				INVOICE TOTAL	405.89			
				VENDOR TOTAL	405.89			
				417 PRESTO-X COMPANY				
6827956	1	2/06/18	1/17/18	JAN2018 PEST CONTROL	54.00	101	101-4210-4250	1
	2			JAN2018 PEST CONTROL	47.00	101	101-4514-4250	1
	3			JAN2018 PEST CONTROL	71.00	101	101-4192-4250	1
	4			JAN2018 PEST CONTROL	54.00	101	101-4550-4250	1
				INVOICE TOTAL	226.00			
				VENDOR TOTAL	226.00			
				100871 SD DEPT OF HEALTH				
10580589	1	2/06/18	1/05/18	BOD, SOLIDS	151.00	604	604-4320-4220	1
				INVOICE TOTAL	151.00			
				VENDOR TOTAL	151.00			
				40478 THE SIOUXLAND INITIATIVE				
139118	1	2/06/18	1/01/18	2018 CONTRIBUTION	5,000.00	211	211-4660-4292	1
				INVOICE TOTAL	5,000.00			
				VENDOR TOTAL	5,000.00			
				102722 CIVIL AIR PATROL MAGAZINE				
1907456	1	2/06/18	10/06/17	ADVERTISING	195.00	101	101-4210-4230	1
				INVOICE TOTAL	195.00			
				VENDOR TOTAL	195.00			
				100868 THE BOULDER COMPANY				
766416	1	2/06/18	1/19/18	WATER PARTS (96)	42.80	602	602-4330-4250	1
				INVOICE TOTAL	42.80			
				VENDOR TOTAL	42.80			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
JAN2018	1	2/06/18	100801 1/23/18	UNION CO. REGISTER OF DEEDS COPY-PLAT	1.00 1.00	101 101-4652-4260	1
				INVOICE TOTAL	1.00		
				VENDOR TOTAL	1.00		
0013742	1	2/06/18	101994 1/08/18	WATCHGUARD VIDEO VISTA MAGNETIC CHEST MOUNT (4)	212.00 212.00	101 101-4210-4250	1
				INVOICE TOTAL	212.00		
0013763	1	2/06/18	102638 1/08/18	WOODHOUSE PD-BRACKET KIT	95.00 95.00	101 101-4210-4250	1
				INVOICE TOTAL	95.00		
				VENDOR TOTAL	307.00		
7044071	1	2/06/18	102638 1/30/18	WOODHOUSE UNIT 1-WINDSHIELD (3)	98.36 98.36	101 101-4210-4250	1
				INVOICE TOTAL	98.36		
				VENDOR TOTAL	98.36		
				LIBERTY 1010 0048 TOTAL	18,978.50		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	18,978.50		
				GRAND TOTALS	18,978.50		

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				LIBERTY 1010 0048				
				103030 3K, LLC				
34	1	12/23/17	11/02/17	LIB-BOOKSHELF CABINETS (2)	1,050.00	101	101-4550-4260	1
				INVOICE TOTAL	1,050.00			
				VENDOR TOTAL	1,050.00			
				103043 ARROWWOOD RESORT				
101203	1	12/23/17	9/27/17	LODGING-CONF IN CHAMBERLAIN-WELTE	114.00	101	101-4550-4270	1
				INVOICE TOTAL	114.00			
				VENDOR TOTAL	114.00			
				101081 CRARY, HUFF, INKSTER, SHEEHAN				
265514	1	12/23/17	1/11/18	DV SCHOOL RESOURCE OFFICER	134.00	101	101-4210-4221	1
	2			POLICE UNION CONTRACTS	52.00	101	101-4210-4221	1
	3			FLYNN PURCHASE	169.00	101	101-4111-4221	1
	4			SEWAGE TREATMENT AGREEMENT	260.00	604	604-4320-4220	1
	5			PREP & ATTEND CNCL MTG, RSRCH	266.00	101	101-4140-4221	1
	6			RE SD LIQUOR LIC				
	6			RESERACH RE SD LAW	645.75	101	101-4122-4221	1
	7			RWV CABLEONE	91.00	602	602-4330-4220	1
	8			RWV FILE & CONF RE DEVELOPMENT	65.00	101	101-4310-4221	1
	9			AGREEMENT				
	9			RWV PD WAIVER	119.00	101	101-4210-4221	1
	10			CRIMINAL CITATION & TRIALS	439.00	101	101-4210-4221	1
	11			TRANSFER OF SIOUX PT RD	156.00	101	101-4310-4221	1
				INVOICE TOTAL	2,396.75			
				VENDOR TOTAL	2,396.75			
				413 EBSCO SUBSCRIPTION SERVICE				
1550883	1	12/23/17	11/01/17	SUBSCRIPTION RENEWAL (13)	398.79	101	101-4550-4342	1
				INVOICE TOTAL	398.79			
				VENDOR TOTAL	398.79			
				102271 RIVER VALLEY, LLP				
DEC2017	1	12/23/17	12/31/17	Q42017 TIF PROPERTY TAXES	27,200.88	218	218-4650-4410	1
	2			MAR17 TAXES PAID TWICE	2,951.12-	218	218-4650-4410	1
				INVOICE TOTAL	24,249.76			
				VENDOR TOTAL	24,249.76			
				LIBERTY 1010 0048 TOTAL	28,209.30			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	28,209.30			

# SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
GRAND TOTALS					28,209.30		