



North Sioux City, South Dakota
Regular Meeting of the City Council
March 19, 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: March 5, 2018 Regular Meeting
- F. Agenda Items
 - 1. Library Board Openings
 - 2. Street Closure – Military Road
 - 3. Restricted Access – Police Policy
 - 4. Plat – Lots 82 and 83 of Tract 4 of River Valley Addition
 - 5. Lakeshore Estates Easements
 - 6. Lakeshore Estates Construction Documents Approval
 - 7. Lakeshore Estates Reimbursement Agreement Signing Authority
 - 8. Interstate Sign Conceptuals
 - 9. Surplus Property – 2009 Chevy Impala
- G. Community and Council Input
 - 1. DVBC Legislative Update w/ State Elected Reps – April 9th at 4:00pm
 - 2. Linda Daugaard NSC Library Visit – April 19th at 4:00pm
 - 3. SIMPCO Annual Meeting – May 10th at 5:30pm – RSVP with Ted
 - 4. NSC Spring Clean Up – April 14 and 15
- H. Executive Session*
 - 1. Personnel
- I. Approval of Bills
- J. Adjournment

*SDCL 1-25-2 (sections 1-5) allows a majority of the body present to vote to close a meeting when discussion revolves around personnel, legal matters or contract negotiations. Meetings may also be closed for certain economic development matters (SDCL 9-34-19).

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
March 5, 2018

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

Mayor Fredericksen led the Pledge of Allegiance.

Motion by Christiansen second by Reiff to approve the agenda as presented. All members present voted aye.

Motion by Berg second by Green to approve the February 20, 2018 Regular Council Meeting Minutes. All members present voted aye.

Motion by Parks second by Reiff to open the hearing for transfer of the malt beverage license from Eric's Casino to World Wide Holdings, Inc. at 7:02 pm. All members present voted aye.

Cherry stated Finance Officer assured all information was correct. Berg asked for clarification on if the license would stay with same building, it was affirmed that it is.

Motion by Parks second by Reiff to close the hearing at 7:03. All members present voted aye

Motion by Beavers second by Berg to approve the transfer of the malt beverage license with video lotter from Eric's Casino, Inc. to World Wide Holdings, Inc.. All members present voted aye.

Cherry stated he would like to have working groups to discuss sewer, budget, traffic study, and the streetscape before information would be brought to council. Council volunteered for the groups. Christiansen & Cropley for sewer, Berg and Slater for budget, Parks and Green for traffic, and Reiff for streetscape.

Cherry presented bid information regarding the 2" overlay project on North Derby. Only one bid was received on time. The bid came in at \$220,844.50 from Knife River Midwest, LLC. and the budgeted amount for FY2018 was \$631,000. Christiansen asked questions on why the second bid was not received on time. Cherry stated that all relevant information is given to the contractors by the engineer including the time of bid. There was discussion about truck traffic and how the overlay is done properly.

Motion by Reiff second by Berg to approve the 2" overlay contract to Knife River Midwest, LLC in the amount of \$220,844.50. All members present voted aye.

Cherry presented bid information regarding the 2018 Sewer Televising/Cleaning. One bid was received by the InfraTrack for \$74,523.80. The budgeted amount for FY2018 was \$70,000. A supplemental budget would need to be done for the difference. Infratrack is the same company that was used in 2017.

Motion by Christiansen second by Parks to approve the contract to InfraTrack for sewer cleaning and televising in the amount of \$74,523.80. All members present voted aye.

Cherry presented information regarding the bid notification advertising for South Derby Paving project. The budgeted project amount in FY2018 is \$875,000. The engineers estimate is \$639,423.05. Project would take place after the July 4th holiday. Casey's has been informed of the project and would like to see the stretch from River Drive to Campbell St.

Motion by Beavers second by Parks to approve the bid notification for the South Derby Lane paving project. All members present voted aye.

Cherry presented information that the Governor has decided to give the state employees April 2nd as a state holiday for Easter. There is supposed to be a council meeting that night and Council is asked if they would like to change the meeting date to April 3rd.

Motion by Reiff second by Green to approve changing the Council meeting from April 2, 2018 to April 3, 2018. All members present voted aye.

Resolution 2018-01 was presented to the Council. The resolution is for the city taking over the ownership of Sioux Point Road and a portion of Shay Road. The resolution would not be valid until it is published and the contracts for road transfer and for the County taking the blacktop surface. Jesse presented the resolution to the Council.

Motion by Parks second by Cropley to approve Resolution 2018-01. All members present voted aye.

Community/council input:

- 1) Splash Pad Info Session – March 7 at 5:30pm – Council Chambers
- 2) SDML District Meeting – March 13 at 6:00pm – Harrisburg
- 3) SIMPCO Annual Meeting – May 10 at 5:30pm – Sergeant Bluff Community Center

Motion by Christiansen second by Reiff to enter Executive Session at 7:33 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 7:56 p.m. Roll was taken, all were present.

Motion by Berg second by Beavers to deny the grievance filed by Patrol Officer Phillip Ryan. All members present voted aye.

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

BEHRENDT, DIANE	48.72	MLG REIMB-WORKSHOP IN YANKTON
BOMGAARS	267.47	PLIERS, CHAINSAW KIT, OIL (6)
C. W. SUTER SVCS	234.22	PD-REPLACE IGNITOR UNIT-GARAGE
CENTER POINT LGE PRINT	137.82	BOOKS (6)
CLAUSSEN NURSERY	2275.00	NSHORE & STREETER-DUMP TK PLOW
ROCS-DAKOTA SR MLS	12.00	SR MEALS (3)-NEW RESIDENT
DV PROM COMMITTEE	250.00	2018 DONATION-AFTER PROM PARTY
DATA TECH, INC.	750.00	CEMETERY CONVERSION DEPOSIT
DAKOTA DUNES/NSC TIMES	38.00	SUBS RNWL-SR CNTR
DEMCO, INC	84.07	LIB SUPPLIES
ELECTRONIC ENG CO.	464.00	PD-PROGRAM SD STATE RADIO (3)
FARMER BROS. CO.	44.52	COFFEE (1 CS)
FOLLETT SCHOOL SLTNS, INC.	309.85	LIB-SCANNER-DONATE IT BY FRIENDS BRB
H2O 4 U	12.50	WATER (2)
HAWKINS, INC	710.00	CHLORINE (6)
HYDRAULIC SALES & SVC CO.	129.51	2002 DODGE RAM CYLINDER
INGRAM LIB SVCS	1517.93	BOOKS (102), DVD'S (4)
JACK'S UNIFORMS & EQUIP	316.00	CLOTHING ALLWNC (4)
JIMS WATER TRMT	37.28	SR CNTR-WATER SFTNR SALT (3)
SUSAN KLOOSTRA	13.10	MLG REIMB- MTG IN ELK POINT
MALLOY ELECTRIC	151.26	AIR BLOWER-LAGOON
MARX TK TRAILER SALES	218.25	2002 DODGE PLOW BLADES
MB CLEANING	1620.00	CLEANING (4)
MIDAMERICAN ENERGY	130.15	114 MAIN-UTILITY CHGS
MIDWEST WHEEL	6.51	HALOGEN BULB
OFFICE SYSTEMS CO	195.42	MAR2018 COPY & LEASE EXP
ONE OFFICE SOLTN	250.98	PD-TONER (2), DVD SPINDLE (2),
PRESTO-X CO	226.00	FEB2018 PEST CONTROL (4)
QUALIFIED PRESORT SVC, LLC	562.78	FEB2018 SNOW RMVL LETTERS
GARY ROAN	730.00	INSPECTIONS (10), P&Z MTG (1)
SCHIMBERG COMPANY	411.23	COUPLER FOR CHECK VALVES
SD DEPT OF HEALTH	245.00	01/09-02/09 BOD, SOLIDS

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

January 2018

Finance/Admin	\$19,443.87
Library	\$5,875.02
Police	\$34,143.42
Public Works	\$22,019.38

February 2018

Finance/Admin	\$19,539.92
Library	\$5,939.87
Police	\$32,431.45
Public Works	\$23,856.50

Motion by Beavers second by Berg to adjourn at 7:57 p.m. All members present voted aye.

Approved

Randy Fredericksen, Mayor

Attested

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: 3/29/2018
Re: Library Board Openings

Background: There are currently 2 openings on the Library Board. There has been an advertisement placed to fill these positions, and letters of interest can be submitted. Per the Library Board articles this information needs to be made aware to the Council.

Letters of interest should be given to Liane at the Library. The library board will discuss those people interested and make a recommendation to the Council for appointment after the April 19th meeting of the Library Board

Financial Consideration: None

Recommendation: Informational topic 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: 5/19/2015
Re: Street Closure – Military Road – Tri-State Cruisers

Background: the Tri-State Cruisers previously held one of their cruise nights in North Sioux City. In 2017 this did not happen because of some type of disagreement regarding insurance. The Cruisers organization was contacted to state the City would be interested in reestablishing the cruise night in North Sioux and that a different location could be found.

The Cruisers would like to hold their event in NSC on September 19th. A street closure is needed on Military Road from Centennial Drive to N. Main St. This closure would be all afternoon that date through the evening hours. The closure would not affect traffic as all traffic would have other routes to travel.

Financial Consideration: None

Recommendation: Administration would recommend the approval of the application for the street closure for September 19th.

STREET CLOSURE APPLICATION REQUEST

CALENDAR YEAR 2018



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

To be considered for approval, you must submit a signed application and Liability Waiver, along with a \$50 deposit.

(PLEASE PRINT CLEARLY)

NAME: City of North Sioux City

ADDRESS: _____ EMAIL ADDRESS: _____

PHONE NUMBER: HOME _____ CELL _____ WORK _____

START DATE: 9/19/2018 TIME: 1:00PM END DATE: 9/19/2018 TIME: 9:00PM

MAIN CROSS STREETS: _____

DESCRIPTION OF WHERE STREETS WILL BE BLOCKED OFF. (Include a drawing to show how it will be set up.)

Military Road from N. Main to Centennial

PURPOSE OF CLOSURE: Cruisers Night by Tri-State Cruisers. Contacted the City about closing the street to reestablish having the night in NSC. City would be responsible for the barricades to assist the organization. Only street affected would be Rose, and there are other access points. Business community will be notified of closure closer to event so they know not to drive that way. No deposit would be asked for.

Initial once you have read and agree.

I understand:

- I am responsible to pick up the needed barricades from the maintenance shop (300 Parkside Ave).
- barricades are available at a first come first serve basis.
- barricades must be returned to the maintenance shop before 3:30pm the next business day.
- I must ensure my neighbors and/or their guests have access to their homes throughout my event.
- emergency vehicles must have access and I am responsible for my guests not blocking barricades with their vehicle.
- the site of the closed street must be cleaned immediately following my event.
- a city employee must inspect the area before the deposit will be returned.

SIGNATURE: _____ DATE: _____

HOW SHOULD WE CONTACT YOU WITH OUR RESPONSE? _____ PHONE EMAIL TEXT (Carrier name: _____)

Date Stamp
Indicate Time Received

FOR OFFICE USE ONLY

REC'D CHECK NO. _____ CASH

SIGN OFF: POLICE CHIEF FINANCE OFFICER

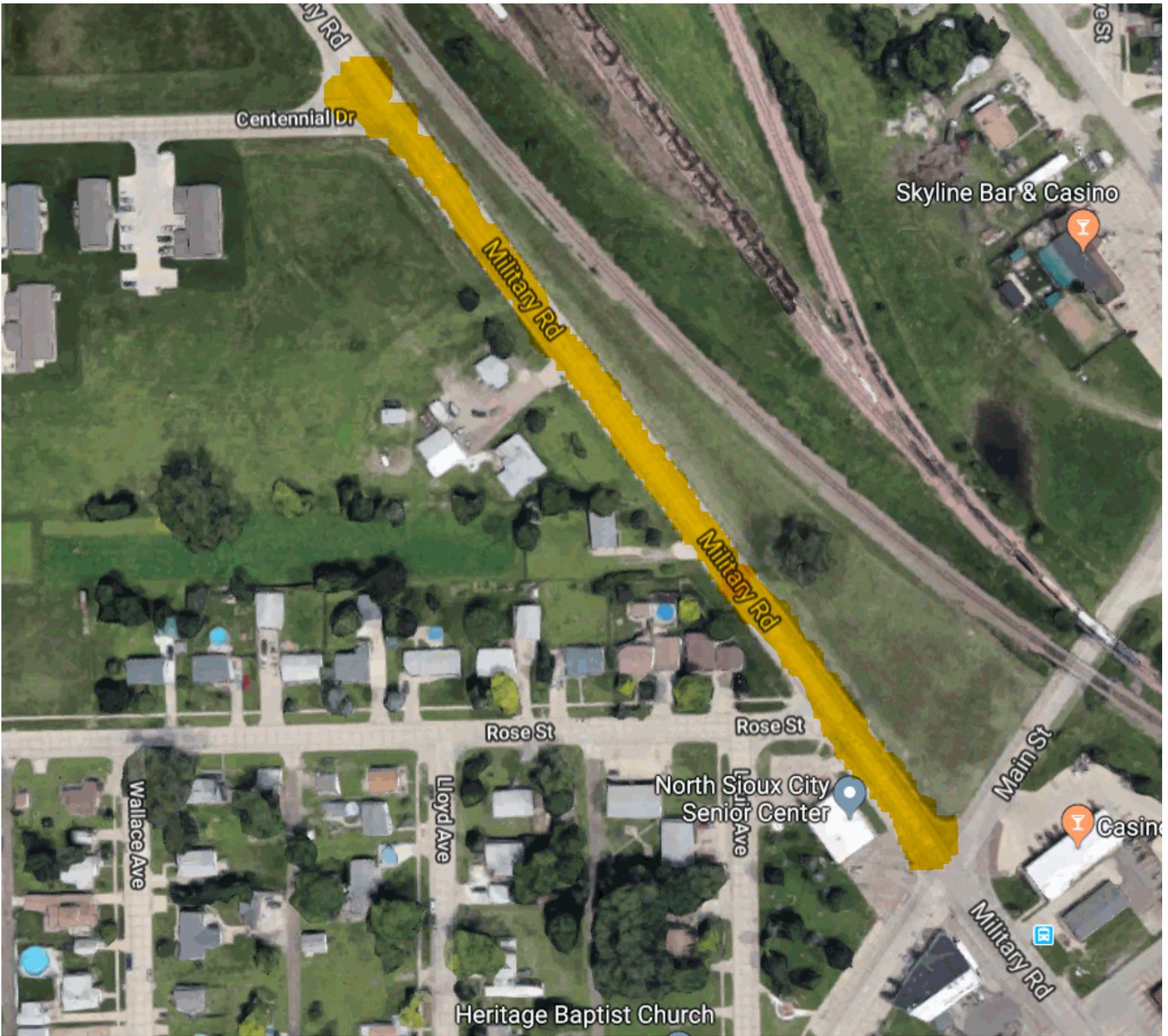
EVENT APPROVED BY/DATE: _____

CITY APPROVE DEPOSIT RETURN

Email Copy: **Public Works / Police / Administrator**

PERMISSION BY: _____ DATE: _____

SIGNATURE MONEY RET'D TO: _____





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: 03-15-18
Re: North Sioux City Police Department’s Restricted Access Policy

Background: A recent NCIC Audit indicated the need for a written Restricted Access Policies. Written guidelines are now required by the Criminal Justice Information System (CJIS) and the National Criminal Information Center (NCIC) in order for the No. Sioux City Police Department to have access to these records.

Financial Consideration: No cost to the City.

Recommendation: I, Chief Richard Headid, would recommend the City Council to approve the Policy for the North Sioux City Police Department’s Restricted Access Policy.

NORTH SIOUX CITY POLICE DEPARTMENT'S RESTRICTED ACCESS POLICY

The North Sioux City Police Department ensures that no unauthorized person shall have access to the Criminal Justice Information System (CJIS) records or CJIS capable computers within the control of the office.

RECORDS –

The North Sioux City Police Department will restrict access to records containing CJIS information to only employees of the office.

The area where records are kept is inaccessible to the general public, and is locked during non-business hours.

ACCESS TO COMPUTERS –

The North Sioux City Police Department will restrict access to any computer that has a direct link to the National CJIS to only employees of the office.

Employees/officers will take measures to prevent unauthorized viewing of computer screens, using various approved methods such as password screen savers and auto black screen sleep mode after a limited time.

NON-EMPLOYEE ACCESS –

At any time when it is necessary for a non-employee to be in the area of CJIS records or a CJIS capable computer, that person shall be escorted by an employee.

TERMINAL USE –

No personal devices or personal social media accounts of any kind will be allowed on any computer that houses the National Criminal Information Center (NCIC) terminal.

All equipment that houses the NCIC terminal is owned by the State of South Dakota and is given back to the State of South Dakota for them to properly wipe clean and dispose of as needed. Any shredding of material printed from the NCIC terminal takes place in the North Sioux City Police Department Records Room.

Addendum to be Added to the NSCPD Handbook: _____



City Council MEMO

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

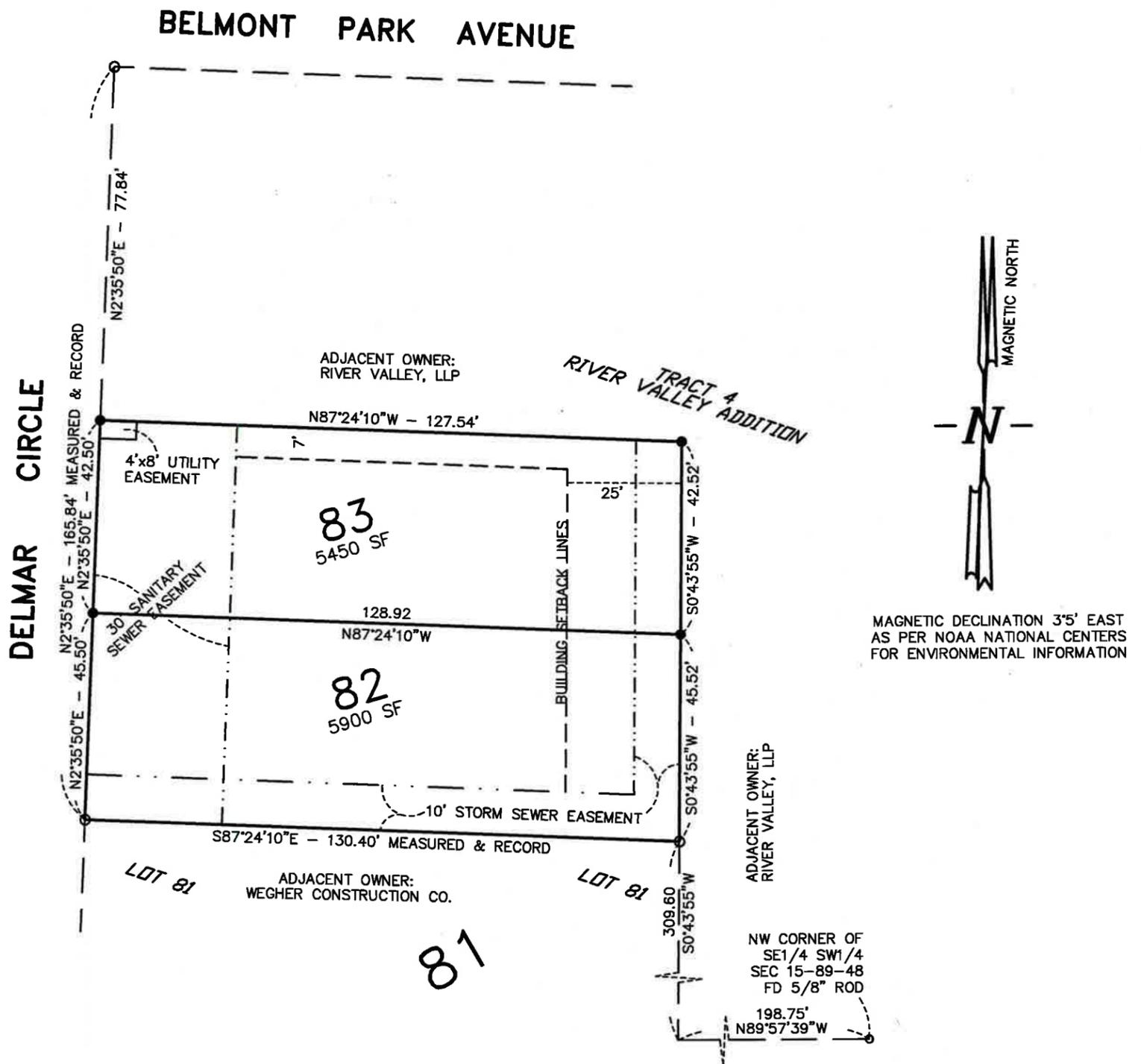
To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 3/19/2018
Re: Plat – Lots 82&83 of Tract 4 River Valley Addition

Background: River Valley LLC has asked for a plat on two lots they would be able to build twinhomes on. The Planning and Zoning Board approved the plat on 3/14/2018. The plat is no different than other plats they have brought forward previously.

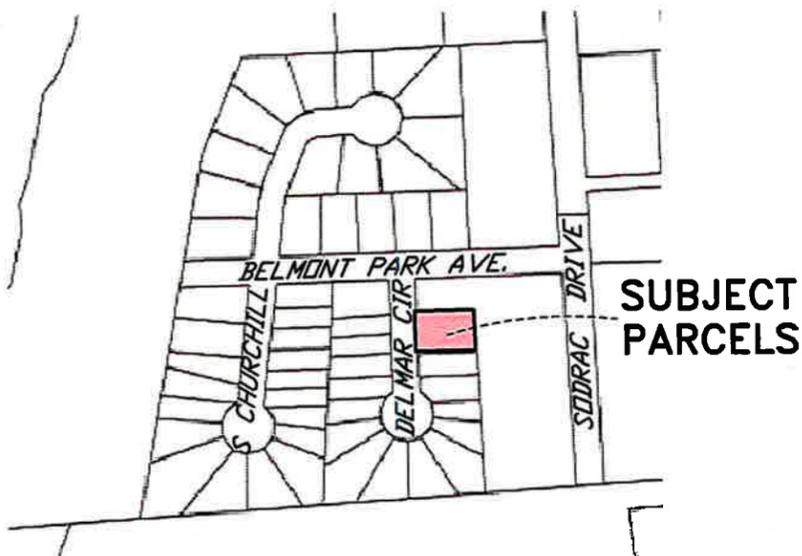
Financial Consideration: None

Recommendation: Administration would recommend the approval of the plat for Lots 82&83 of Tract 4 River Valley Addition.

**PLAT OF
LOTS 82 AND 83 OF TRACT 4 OF
RIVER VALLEY ADDITION
NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA**



VICINITY MAP
SCALE 1" = 400'

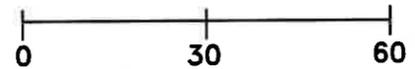


○ INDICATES FOUND 1/2" Ø IRON PIN UNLESS OTHERWISE INDICATED

● INDICATES SET 1/2" IRON PIN W/ YELLOW CAP #4544

TOTAL AREA IN ADDITION: 0.261 ACRES

SCALE: 1" = 30'



PLOT DATE: MARCH 5, 2018
SHEET 1 OF 2

PREPARED BY
MLS & ASSOCIATES, PLC
201 BENSON BUILDING
SIOUX CITY, IOWA
(712) 258-6844

**PLAT OF
LOTS 82 AND 83 OF TRACT 4 OF
RIVER VALLEY ADDITION
NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA**

PLOT DATE: MARCH 5, 2018
SHEET 2 OF 2

SURVEYOR'S CERTIFICATION

I, DOUGLAS J. MORDHORST, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT ON OR BEFORE MARCH 5, 2018, I HAVE SURVEYED AND PLATTED LOTS 82 AND 83 OF TRACT 4 OF RIVER VALLEY ADDITION, NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, WITH ACRES AND DIMENSIONS OF SAID PLATTED LOTS AS SHOWN ON THIS PLAT.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE WITHIN AND FOREGOING PLAT HAS BEEN PREPARED FOLLOWING GENERALLY ACCEPTED PROFESSIONAL STANDARDS FOR TITLE SURVEYS. ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATION(S), AGENCY(S), AND/OR CORPORATION(S) EXPLICITLY LISTED. ANY CERTIFICATION, EXPRESSED OR IMPLIED HEREIN IS INVALID WITHOUT THE ORIGINAL SIGNATURE OF "DOUGLAS J. MORDHORST".

DATED THIS 5th DAY OF March, 2018.


DOUGLAS J. MORDHORST REG. NO. 4544



OWNER'S CERTIFICATE

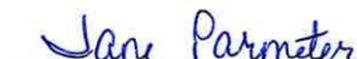
I/WE THE UNDERSIGNED, DO HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER/OWNERS OF THE PROPERTY AS DESCRIBED ON THE ATTACHED CERTIFICATE OF DOUGLAS J. MORDHORST, THAT SAID PLAT HAS BEEN MADE AT MY/OUR REQUEST AND UNDER MY/OUR DIRECTION FOR THE PURPOSE OF TRANSFER, AND I/WE FURTHER CERTIFY THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS AS ARE APPLICABLE TO THIS PROPERTY.

DATED THIS 10th DAY OF March, 2018


RIVER VALLEY, LLP
BY RICK WEGHER, MANAGING PARTNER

STATE OF South Dakota }
COUNTY OF Union } ss ACKNOWLEDGMENT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON
THE 10 DAY OF March, 2018, BY
RICK WEGHER


NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



NORTH SIOUX CITY PLANNING COMMISSION

BE IT RESOLVED BY THE NORTH SIOUX CITY PLANNING COMMISSION THAT THE ATTACHED PLAT OF LOTS 82 AND 83 OF TRACT 4 OF RIVER VALLEY ADDITION, NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

DATED THIS _____ DAY OF _____, 2018.

CHAIRMAN PLANNING COMMISSION

NORTH SIOUX CITY COUNCIL RESOLUTION

BE IT RESOLVED BY THE NORTH SIOUX CITY COUNCIL THAT THE ATTACHED PLAT OF LOTS 82 AND 83 OF TRACT 4 OF RIVER VALLEY ADDITION NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

I, _____, CITY FINANCE OFFICER OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING ON

THE _____ DAY OF _____, 2018.

CITY FINANCE OFFICER

MAYOR

COUNTY TREASURER'S CERTIFICATE

I, THE UNDERSIGNED, COUNTY TREASURER FOR UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THIS PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE HAVE BEEN PAID IN FULL.

DATED THIS _____ DAY OF _____, 2018.

COUNTY TREASURER

DIRECTOR OF EQUALIZATION

I, THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION FOR UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DATED THIS _____ DAY OF _____, 2018.

DIRECTOR OF EQUALIZATION

REGISTER OF DEEDS

I, THE UNDERSIGNED, REGISTER OF DEEDS FOR UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED

FOR RECORD THIS _____ DAY OF _____ 2018 AT
_____ O' CLOCK _____ M., AND HAS BEEN FILED IN BOOK _____
OF PLATS ON PAGE _____ THEREIN.

REGISTER OF DEEDS



City Council MEMO

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

To: North Sioux City Council
From: Ted Cherry – City Administrator
Date: 3/19/2018
Re: Lakeshore Estates Easements

Background: There are three easements needed for the City from Lakeshore Estates construction approval.

The first easement is with Lakeshore Development, Inc. This would be for the portion of lake property for the storm drainage, a piece of land along Streeter Drive for the sanitary sewer line, and two addition pieces along Streeter Drive for that same sanitary sewer line.

The second easement is with Lakeshore Estates, LLC. This would be for the looping water line along the south side of the cul-de-sac that is planned to be built. This would connect their new water line to the current 8” line of the City.

The third easement is an easement assignment that Lakeshore Estates would give to North Sioux City. The developer has a previous easement with Lou Weinberg that would be assigned to the City. This is similar to the first easement, but it is a little narrower. Darrell believes it is best to have both in place.

These easements would need to be filed for the construction of the development to take place.

Financial Consideration: none

Recommendation: Administration would recommend the approval of the easements for the City.

Prepared By:
Darrell A. Jesse
711 Sioux Point Road, Suite 200
Dakota Dunes, SD 57049
p (605)232-3340
f (605) 232-8931
djesse@craryhuff.com

ACCESS AND PERMANENT UTILITY EASEMENT

The undersigned, Lakeshore Development, Inc. (GRANTOR), a South Dakota corporation, in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the City of North Sioux City, (GRANTEE), a South Dakota municipal corporation, and its successors and assigns, an Access and Permanent Utility Easement under, over and across the following described real estate situated in Union County, South Dakota, to-wit:

See Exhibit "A" consisting of 4 pages which are attached hereto and incorporated by reference herein ("Easement Area").

The purpose of this access and permanent utility easement which runs with the land is to construct, lay, operate and maintain public utilities including but not limited to sanitary sewer, water and storm water, now situated or hereinafter situated under, over or across the Easement Area. The GRANTOR herein retains the right to such use of the whole of said tract as is consistent with the exercise of said easement in constructing, laying, operating and maintaining said access and general permanent utility easement.

No permanent structures or improvements may be located on the Easement Area or which would be inconsistent with this access and permanent utility easement. Further, Grantor agrees not to construct or place any permanent or temporary buildings, structures, fences, trees, shrubs, plants or other objects on the Easement Area. Grantor shall not interfere with Grantee's right to access, operate and maintain the public utilities in the Easement Area.

This Access and Permanent Utility Easement shall run with the land and be binding upon the parties' successors in interest and assigns.

--SIGNATURE PAGES TO FOLLOW--

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of March, 2018.

LAKESHORE DEVELOPMENT, INC.

By: Lewis F. Weinberg
Its: President

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the _____ day of March, 2018, before me, the undersigned officer, personally appeared Lewis F. Weinberg, who acknowledged himself to be the President of Lakeshore Development, Inc., a South Dakota corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

The GRANTEE hereby accepts the above grant of easement for public use and maintenance.

CITY OF NORTH SIOUX CITY

By: Randy Fredericksen
Its: Mayor

ATTEST:

Susan Kloostra
Finance Officer

STATE OF SOUTH DAKOTA, UNION COUNTY, ss:

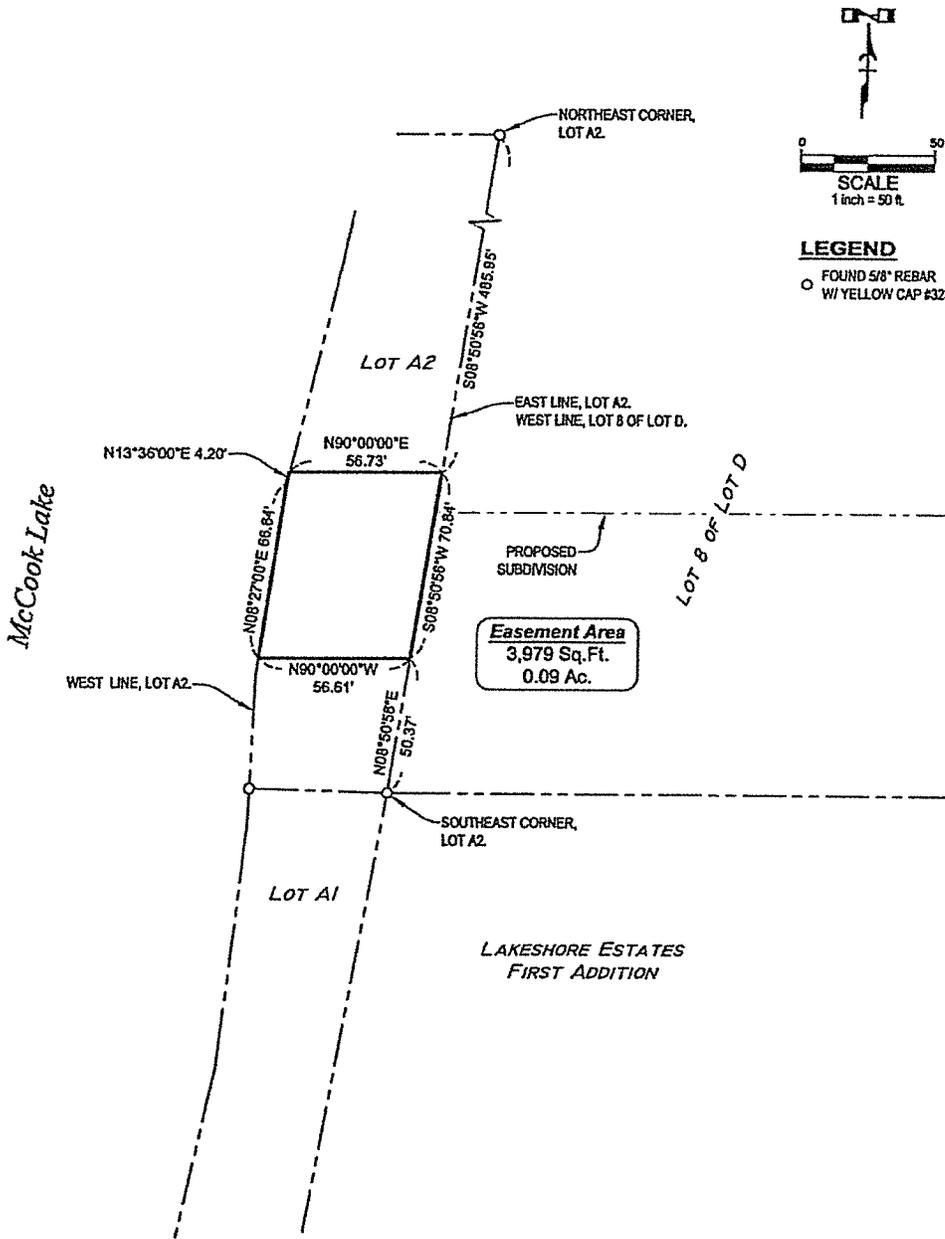
On this _____ day of March, 2018, before me, the undersigned officer, personally appeared Randy Fredericksen and Susan Kloostra, who acknowledged themselves to be the Mayor and City Finance Officer of the City of North Sioux City, by the City Council on motion made and second, authorized Randy Fredericksen as Mayor and Susan Kloostra as City Finance Officer, to execute the foregoing Access and Permanent Utility Easement on behalf of the City of North Sioux City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

UTILITY EASEMENT IN PART OF LOT A2, ACCRETION TO LOT 8 OF LOT D
 IN GOVERNMENT LOT 1, GOVERNMENT LOT 2 AND THE SE1/4-NW1/4
 OF SECTION 15, T89N, R48W OF THE 5TH P.M.
 CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.

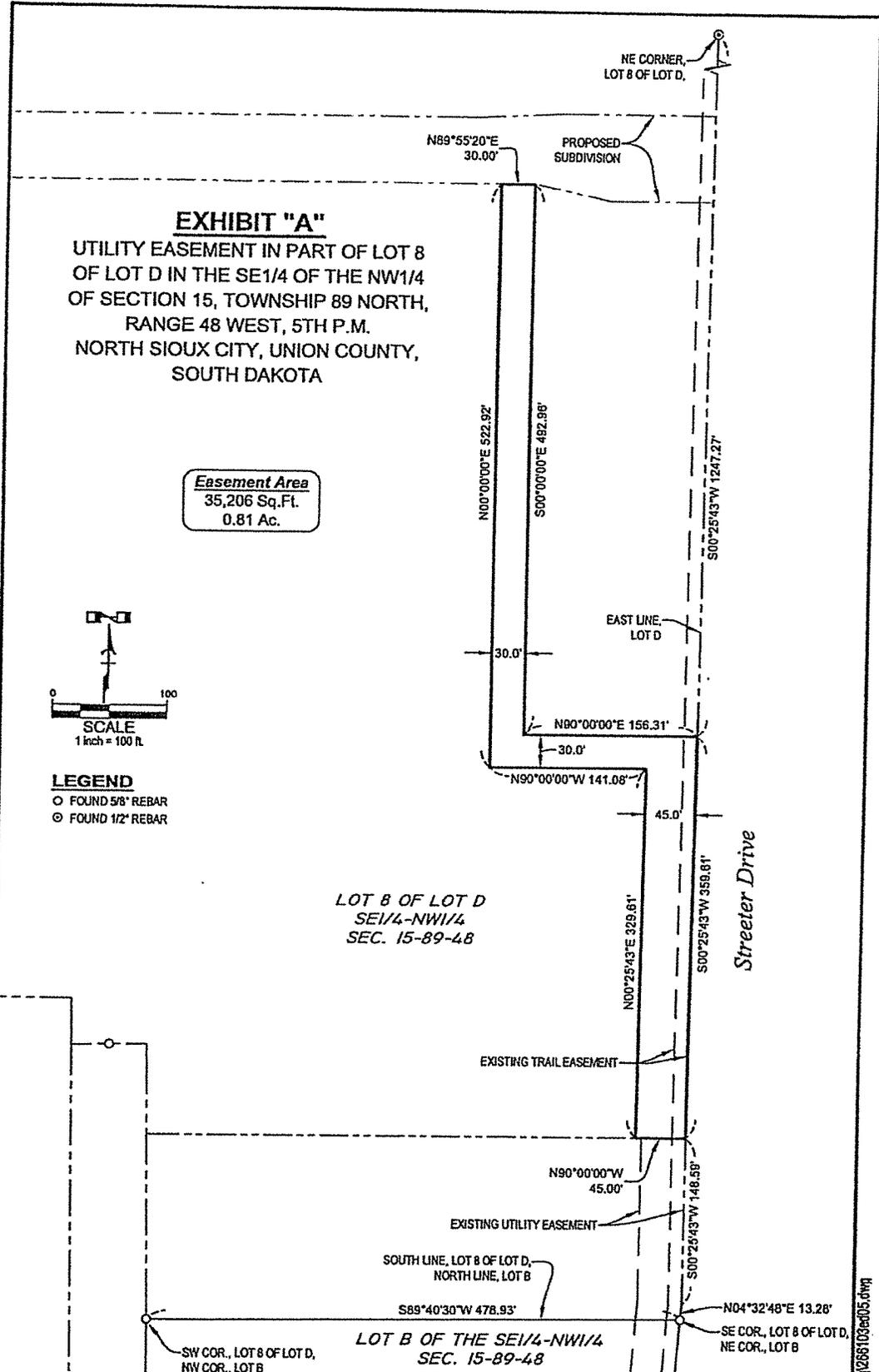


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Land Surveyor under the laws of the State of South Dakota.

David A. Lambertson 02/13/18
 DAVID A. LAMBERTSON License No. 9867 DATE

Drawn by: DAL
 Checked by: DAL
 Date of Drawing: 02/13/2018
 Project No. 266103
 Sheet No. 1 of 1

Drawing # - P:\02\266103\dwg\266103.dwg



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Land Surveyor under the laws of the State of South Dakota.

DA Lambertson 02/13/18
 DAVID A. LAMBERTSON License No. 9857 DATE

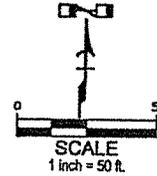
Drawn by: DAL
Checked by: DAL
Date of Drawing: 02/13/2018
Project No. 266103
Sheet No. 1 of 1

Drawing # - P:\02266103\03\001266103.dwg

EXHIBIT "A"

UTILITY EASEMENT IN PART OF LOT B
 IN THE SE1/4 OF THE NW1/4 OF SECTION 15,
 TOWNSHIP 89 NORTH, RANGE 48 WEST, 5TH P.M.
 NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA

NE CORNER,
 LOT 8 OF LOT D,



EAST LINE,
 LOT D

S00°25'43"W 1765.47'

LOT 8 OF LOT D
 SE1/4-NW1/4
 SEC. 15-89-48

SOUTH LINE, LOT 8 OF LOT D,
 NORTH LINE, LOT B

S89°40'30"W 428.75'
 SW COR., LOT 8 OF LOT D,
 NW COR., LOT B

S89°40'30"W
 50.18'

S04°32'48"W 13.28'

SE COR., LOT 8 OF LOT D,
 NE COR., LOT B

LOT B OF THE
 SE1/4-NW1/4
 SEC. 15-89-48

50.0' UTILITY
 EASEMENT
 8,176 SQ.FT.
 0.19 AC.

N04°32'48"E 204.40'

S04°32'48"W 204.40'

NORTH LINE,
 HARM'S SUBDIVISION

NW CORNER,
 HARM'S SUBDIVISION
 YELLOW CAP #2185

S89°40'51"W 411.76'

50.18'

S89°40'51"W

NE CORNER,
 HARM'S SUBDIVISION
 YELLOW CAP #2185

LOT 1 OF
 HARM'S SUBDIVISION

LEGEND

- FOUND 5/8" REBAR
- ⊙ FOUND 1/2" REBAR



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Land Surveyor under the laws of the State of South Dakota.

David A. Lambertson 03/12/18
 DAVID A. LAMBERTSON License No. 9867 DATE

Drawn by: DAL

Checked by: DAL

Date of Drawing:

03/12/2018

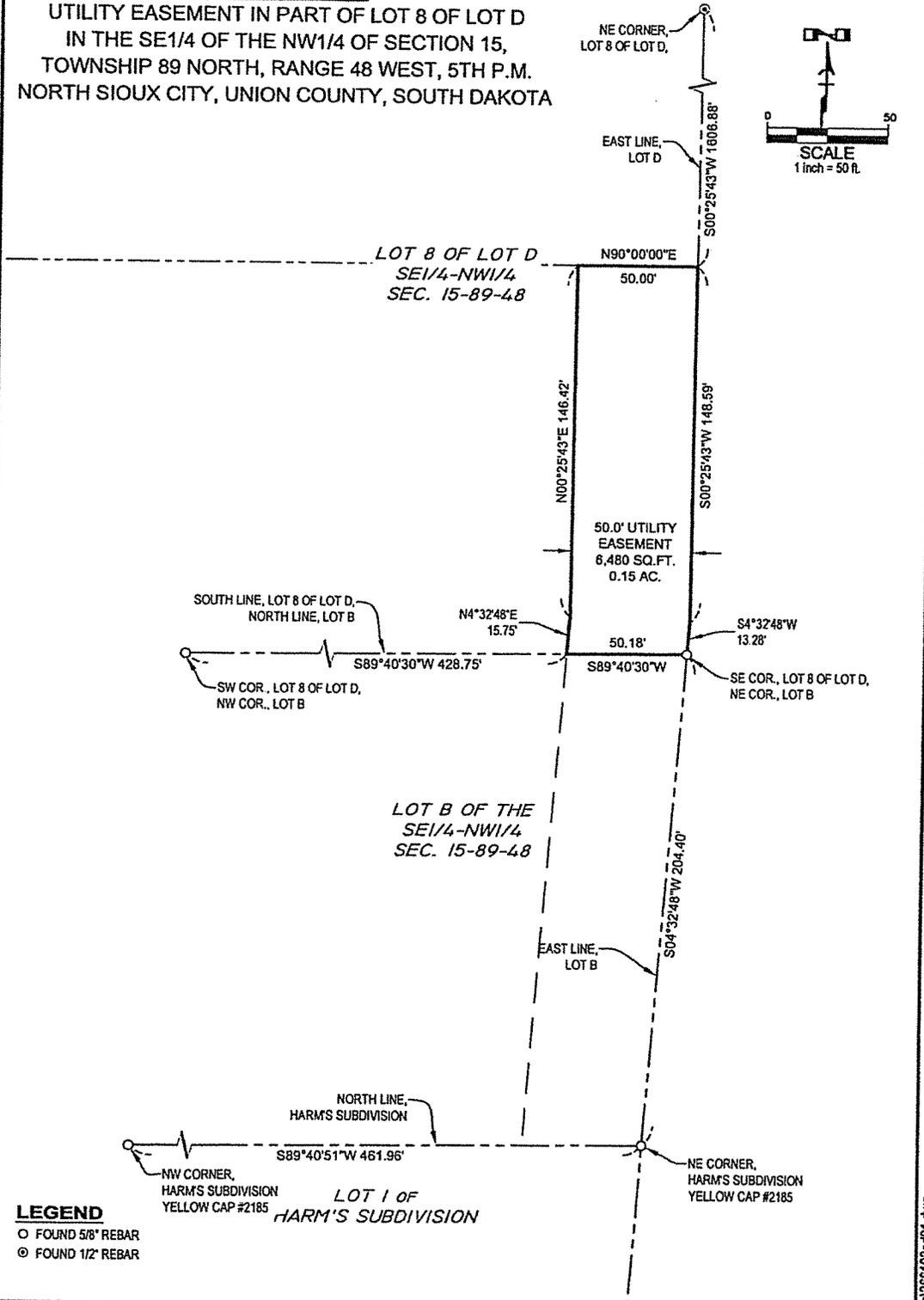
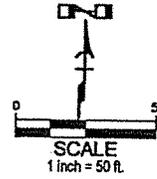
Project No. 266103

Sheet No. 1 of 1

Drawing # - P:\02\266103\dwg\266103e002.dwg

EXHIBIT "A"

UTILITY EASEMENT IN PART OF LOT 8 OF LOT D
 IN THE SE1/4 OF THE NW1/4 OF SECTION 15,
 TOWNSHIP 89 NORTH, RANGE 48 WEST, 5TH P.M.
 NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA



LEGEND
 ○ FOUND 5/8" REBAR
 ⊙ FOUND 1/2" REBAR



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Land Surveyor under the laws of the State of South Dakota.

David A. Lambertson 03/12/18
 DAVID A. LAMBERTSON License No. 9867 DATE

Drawn by: DAL
 Checked by: DAL
 Date of Drawing: 03/12/2018
 Project No. 266103
 Sheet No. 1 of 1

Drawing # - P:\022661\03\dwg\266103esd01.dwg

Prepared By:
Darrell A. Jesse
711 Sioux Point Road, Suite 200
Dakota Dunes, SD 57049
p (605)232-3340
f (605) 232-8931
djesse@craryhuff.com

ACCESS AND PERMANENT UTILITY EASEMENT

The undersigned, Lakeshore Estates, LLC (GRANTOR), a South Dakota limited liability company, in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the City of North Sioux City, (GRANTEE), a South Dakota municipal corporation, and its successors and assigns, an Access and Permanent Utility Easement under, over and across the following described real estate situated in Union County, South Dakota, to-wit:

See Exhibit "A" consisting of 1 page which is attached hereto and incorporated by reference herein ("Easement Area").

The purpose of this access and permanent utility easement which runs with the land is to construct, lay, operate and maintain public utilities including but not limited to sanitary sewer, water and storm water, now situated or hereinafter situated under, over or across the Easement Area. The GRANTOR herein retains the right to such use of the whole of said tract as is consistent with the exercise of said easement in constructing, laying, operating and maintaining said access and general permanent utility easement.

No permanent structures or improvements may be located on the Easement Area or which would be inconsistent with this access and permanent utility easement. Further, Grantor agrees not to construct or place any permanent or temporary buildings, structures, fences, trees, shrubs, plants or other objects on the Easement Area. Grantor shall not interfere with Grantee's right to access, operate and maintain the public utilities in the Easement Area.

This Access and Permanent Utility Easement shall run with the land and be binding upon the parties' successors in interest and assigns.

--SIGNATURE PAGES TO FOLLOW--

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of March, 2018.

LAKESHORE ESTATES, LLC

By: Bart J. Connelly
Its: Manager

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the _____ day of March, 2018, before me, the undersigned officer, personally appeared Bart J. Connelly, who acknowledged himself to be the Manager of Lakeshore Estates, LLC, a South Dakota limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

The GRANTEE hereby accepts the above grant of easement for public use and maintenance.

CITY OF NORTH SIOUX CITY

By: Randy Fredericksen
Its: Mayor

ATTEST:

Susan Kloostra
Finance Officer

STATE OF SOUTH DAKOTA, UNION COUNTY, ss:

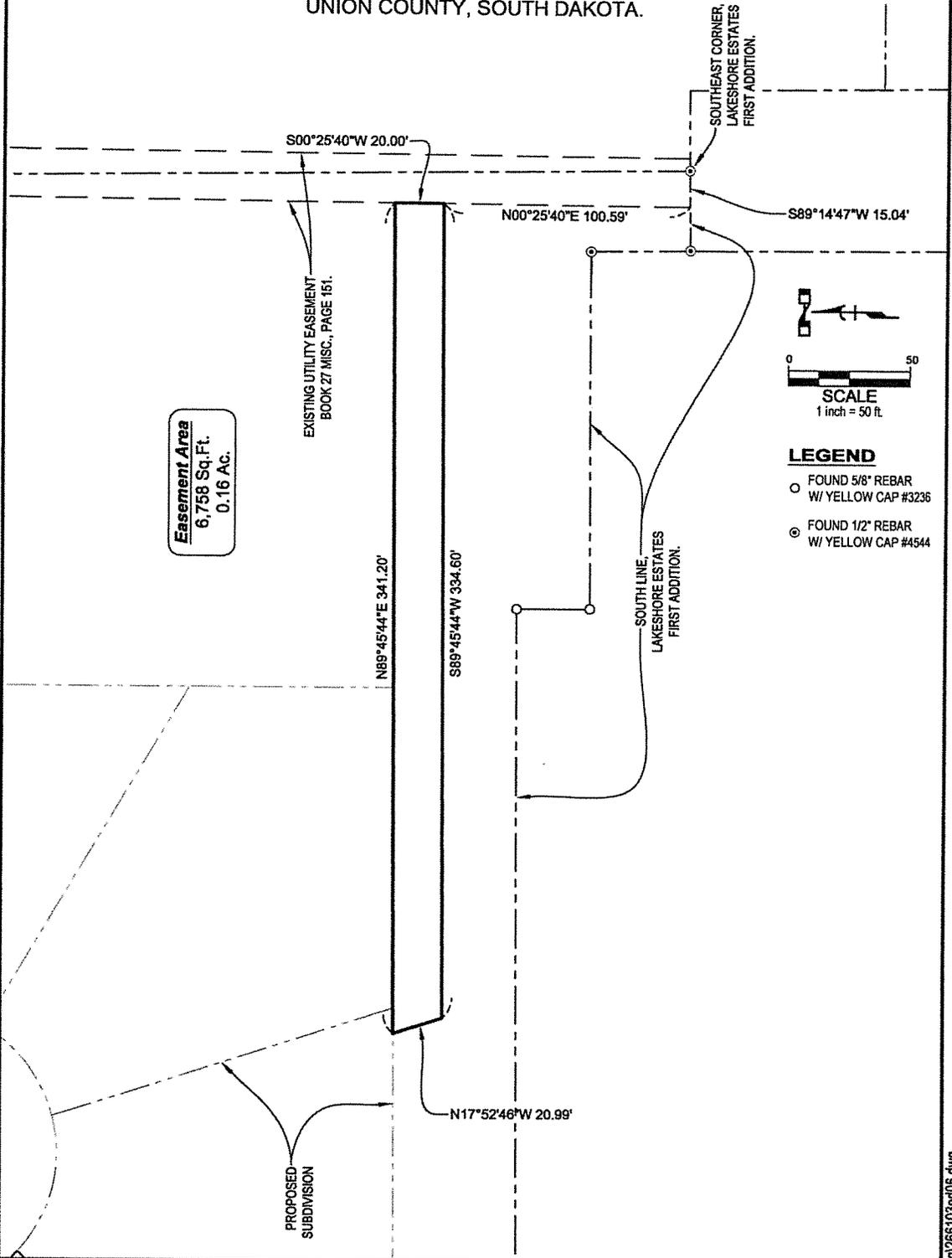
On this _____ day of March, 2018, before me, the undersigned officer, personally appeared Randy Fredericksen and Susan Kloostra, who acknowledged themselves to be the Mayor and City Finance Officer of the City of North Sioux City, by the City Council on motion made and second, authorized Randy Fredericksen as Mayor and Susan Kloostra as City Finance Officer, to execute the foregoing Access and Permanent Utility Easement on behalf of the City of North Sioux City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

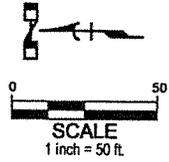
Notary Public
My Commission Expires: _____

EXHIBIT "A"

UTILITY EASEMENT IN PART OF
 LAKESHORE ESTATES FIRST ADDITION
 IN LOT 7 OF LOT D IN GOVERNMENT LOT 1,
 GOVERNMENT LOT 2 AND THE SE1/4-NW1/4
 OF SECTION 15, T89N, R48W OF THE 5TH P.M.
 CITY OF NORTH SIOUX CITY,
 UNION COUNTY, SOUTH DAKOTA.



Easement Area
 6,758 Sq. Ft.
 0.16 Ac.



- LEGEND**
- FOUND 5/8" REBAR W/ YELLOW CAP #3236
 - ⊙ FOUND 1/2" REBAR W/ YELLOW CAP #4544



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Land Surveyor under the laws of the State of South Dakota.

David A. Lambertson 02/13/18
 DAVID A. LAMBERTSON License No. 9867 DATE

Drawn by: DAL
Checked by: DAL
Date of Drawing: 02/13/2018
Project No. 266103
Sheet No. 1 of 1

Drawing # - P:\02266103\dwg\266103ed06.dwg

**ASSIGNMENT OF DEVELOPER'S INTEREST
IN PERMANENT UTILITY EASEMENT**

THIS ASSIGNMENT OF DEVELOPER'S INTEREST IN PERMANENT UTILITY EASEMENT ("**Assignment**") is made and entered into effective this ___ day of March, 2018 ("**Effective Date**"), by and between Lakeshore Estates, LLC ("**Assignor**") and the City of North Sioux City, a South Dakota municipal corporation ("**Assignee**").

RECITALS

WHEREAS, Assignee has agreed to accept an assignment from Assignor a permanent utility easement for the following described real estate located in Union County, South Dakota:

The east 40 feet of Lot B in the SE1/4-NE1/4 of Section 15, Township 89 North, Range 48 West of the 5th P.M. lying north of Harm's Subdivision, North Sioux City, Union County South Dakota,

AND

The east 40 feet of the south 163.00 feet of Lot 8 of Lot D in the NW1/4 of Section 15, Township 89 North, Range 48 West of the 5th P.M. lying north of Harm's Subdivision, North Sioux City, Union County, South Dakota, as shown on the Exhibit "A" (two pages) attached hereto and by this reference made a part hereof ("**Property**");

WHEREAS, Assignor has previously accepted a certain easement upon and across the Property in the following and related document: Permanent Utility Easement from Assignor to Lakeshore Estate, LLC dated October 4, 2017 and recorded _____.

WHEREAS, Assignee's acceptance of said Easement is necessary to provide utilities, in particular sanitary sewer, to Assignors residential development; and

WHEREAS, Assignor desires to assign and transfer all of Assignor's right, title and interest in the Permanent Utility Easement to Assignee in accordance with the terms herein set forth.

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

1. Assignment by Assignor. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Permanent Utility Easement dated October 4, 2017 as of the Effective Date.

2. Acceptance and Assignment. Assignee hereby accepts the above Assignment from Assignor and shall do so for public use and maintenance.

Dated: March _____, 2018

LAKESHORE ESTATES, LLC

By: _____
Its: Manager

STATE OF SOUTH DAKOTA, UNION COUNTY, ss:

On this _____ day of March, 2018, before me, the undersigned officer, personally appeared _____, to me personally known, who being by me duly sworn did say that said person is _____ of, Lakeshore Estates, LLC and that said instrument was signed on behalf of the said limited liability company by authority of its Manager and the said Manger acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, and by it voluntarily executed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

CITY OF NORTH SIOUX CITY

By: Randy Fredericksen
Its: Mayor

ATTEST:

Susan Kloostra
Finance Officer

STATE OF SOUTH DAKOTA, UNION COUNTY, ss:

On this _____ day of March, 2018, before me, the undersigned officer, personally appeared Randy Fredericksen and Susan Kloostra, who acknowledged themselves to be the Mayor and City Finance Officer of the City of North Sioux City, by the City Council on motion made and second, authorized Randy Fredericksen as Mayor and Susan Kloostra as City Finance Officer, to execute the foregoing Assignment of Developer's Interest in Permanent Utility Easement on behalf of the City of North Sioux City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

The undersigned landowner hereby consents to the above Assignment.

Dated this _____ day of March, 2018

Lewis F. Weinberg

STATE OF SOUTH DAKOTA, UNION COUNTY, ss:

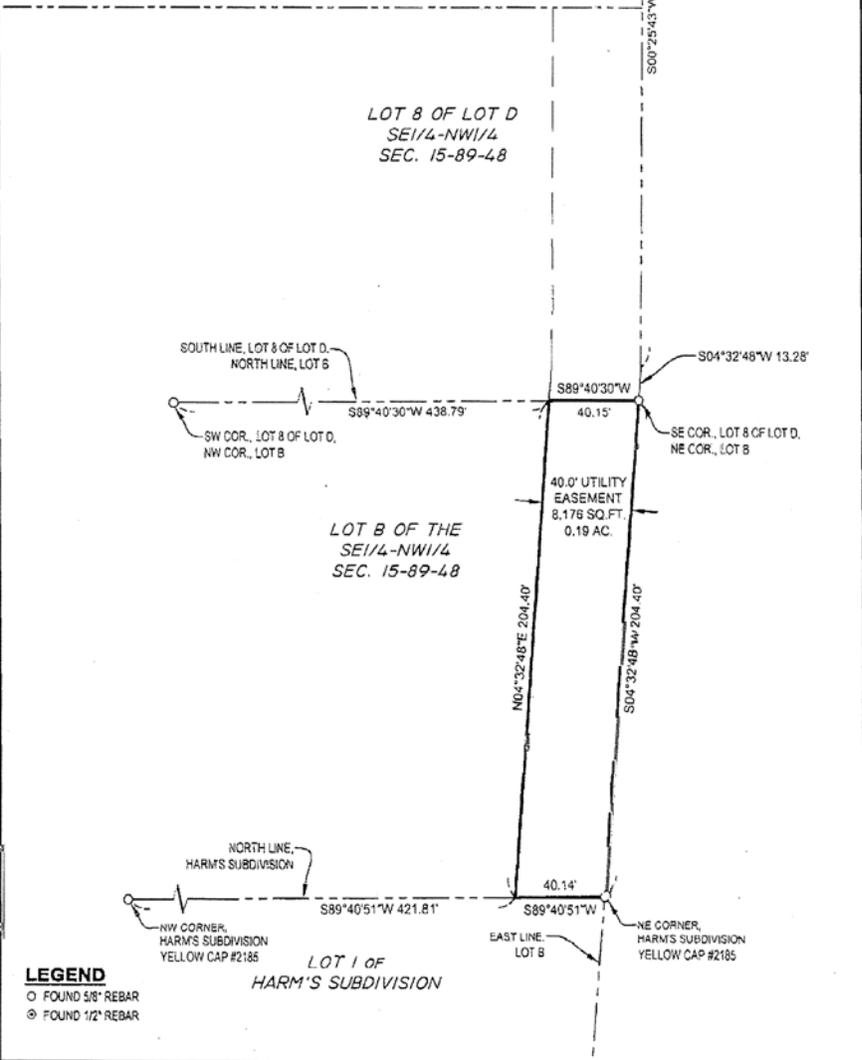
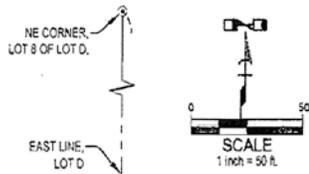
On this _____ day of March, 2018, before me, the undersigned officer, personally appeared Lewis K. Weinberg, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
 UTILITY EASEMENT IN PART OF LOT B
 IN THE SE1/4 OF THE NW1/4 OF SECTION 15,
 TOWNSHIP 89 NORTH, RANGE 48 WEST, 5TH P.M.
 NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA



LEGEND
 ○ FOUND 5/8" REBAR
 ⊗ FOUND 1/2" REBAR



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Land Surveyor under the laws of the State of South Dakota.

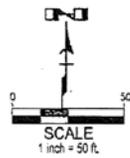
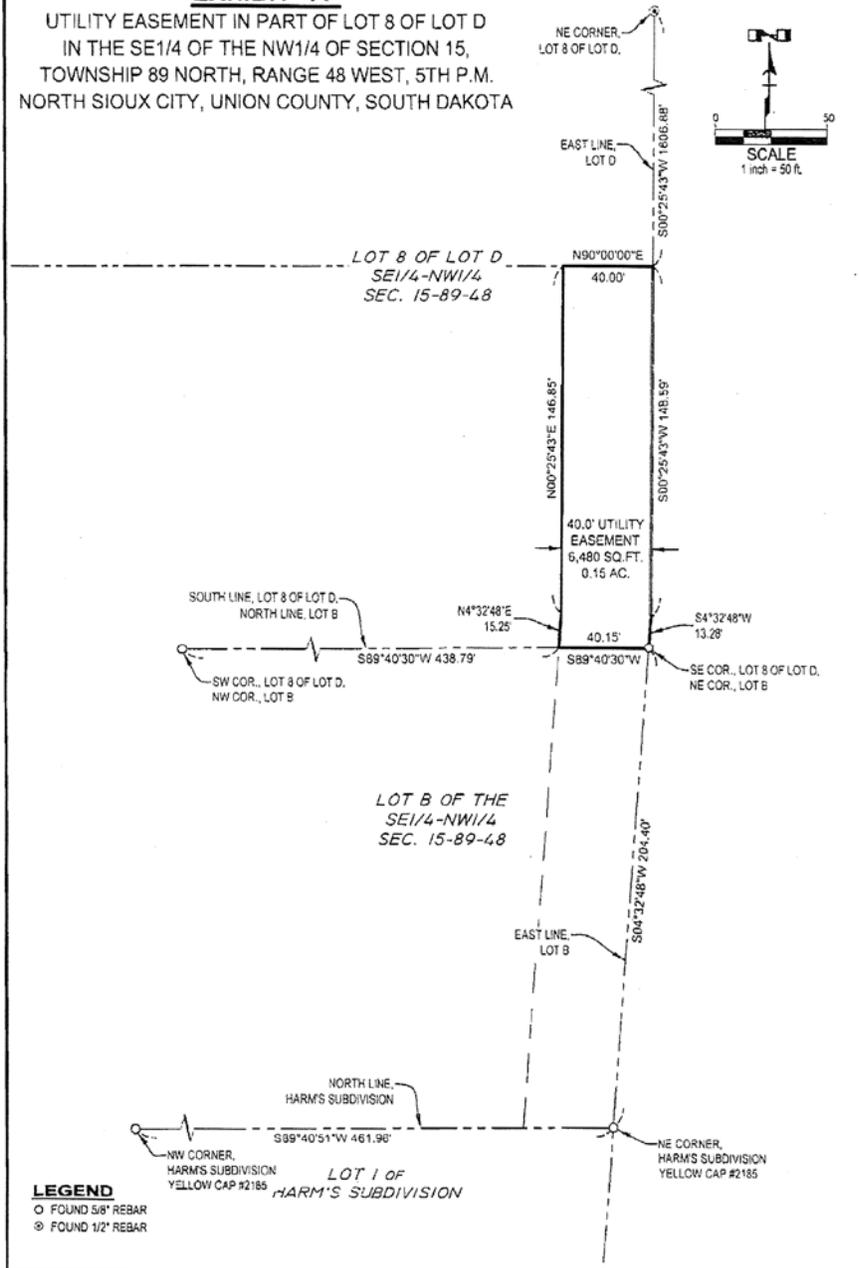
David A. Lambertson 6/01/17
 DAVID A. LAMBERTSON License No. 9867 DATE

Drawn by: DAL
 Checked by: DAL
 Date of Drawing: 05/31/2017
 Project No. 266103
 Sheet No. 1 of 1

Drawing # - P:\20266103\dwg\266103.dwg

EXHIBIT "A"

UTILITY EASEMENT IN PART OF LOT 8 OF LOT D
 IN THE SE1/4 OF THE NW1/4 OF SECTION 15,
 TOWNSHIP 89 NORTH, RANGE 48 WEST, 5TH P.M.
 NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Land Surveyor under the laws of the State of South Dakota.

DA Lambertson 6/01/17
 DAVID A. LAMBERTSON License No. 9867 DATE

Drawn by: DAL
 Checked by: DAL
 Date of Drawing: 05/31/2017
 Project No. 286103
 Sheet No. 1 of 1

Drawing # - P:\02\286103\dwg\286103e.dwg



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: 3/19/2018
Re: Lakeshore Estates Construction Documents Approval

Background: After much back and forth the Lakeshore Estates Phase 1 construction documents are prepared and finalized. The documents were presented to the Planning and Zoning Board on 3/14/2018 and approved. Greg has signed off on the plans, the email attached is labeled incorrectly and is for Lakeshore Estates and not River Valley Estates.

Greg had a few items that he wanted to clear up. The first is that the easements would be approved, and they have been presented to Council as this meeting. Second would be to work toward an agreement for the right-of-way on the Streeter Drive location. With approval of these documents the City would enter into negotiations for a letter of intent on that land for future use. Third, is the portion of trail that would be taken out during construction of the sewer line. The plans call for the trail to be replaced by asphalt millings instead of a more permanent replacement because of the trail replacement scheduled for 2019 and the SD DOT grant the City has received. Developer was told the asphalt millings would be appropriate because of the short timeframe it would be in place.

Full copies of the construction plans are available at City Hall for review and will be available at the City Council Meeting.

Financial Consideration: None

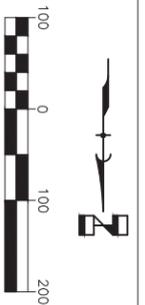
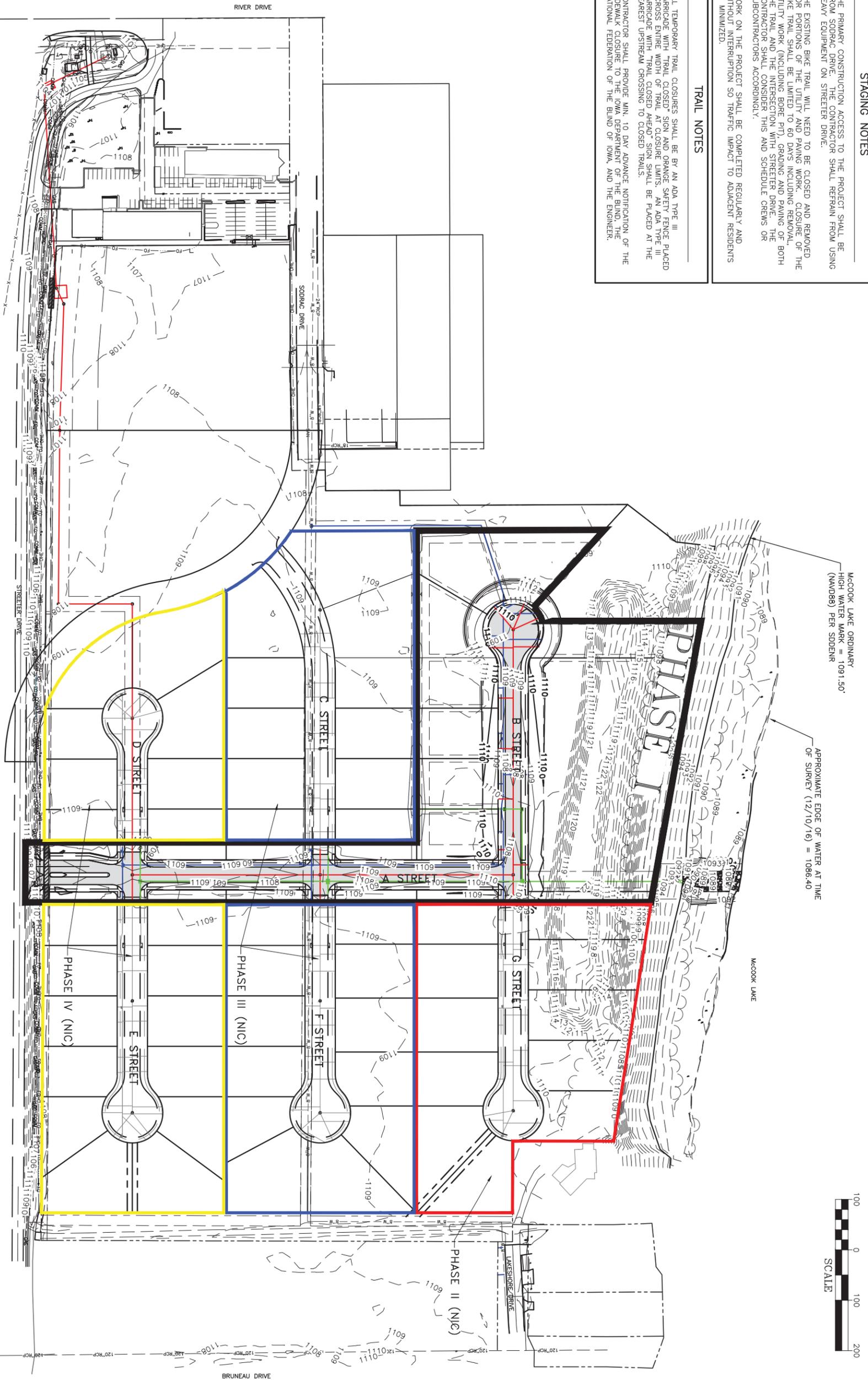
Recommendation: If approved by the City Council the developer will be ready to begin construction as soon as they are able.

STAGING NOTES

1. THE PRIMARY CONSTRUCTION ACCESS TO THE PROJECT SHALL BE FROM SODRAC DRIVE. THE CONTRACTOR SHALL REFRAIN FROM USING HEAVY EQUIPMENT ON STREETER DRIVE.
2. THE EXISTING BIKE TRAIL WILL NEED TO BE CLOSED AND REMOVED FOR PORTIONS OF THE UTILITY AND PAVING WORK. CLOSURE OF THE BIKE TRAIL SHALL BE LIMITED TO 60 DAYS INCLUDING REMOVAL, UTILITY WORK (INCLUDING BORE PIT), GRADING AND PAVING OF BOTH THE TRAIL AND THE INTERSECTION WITH STREETER DRIVE. THE CONTRACTOR SHALL CONSIDER THIS AND SCHEDULE CREWS OR SUBCONTRACTORS ACCORDINGLY.
3. WORK ON THE PROJECT SHALL BE COMPLETED REGULARLY AND WITHOUT INTERRUPTION SO TRAFFIC IMPACT TO ADJACENT RESIDENTS IS MINIMIZED.

TRAIL NOTES

1. ALL TEMPORARY TRAIL CLOSURES SHALL BE BY AN ADA TYPE III BARRICADE WITH "TRAIL CLOSED" SIGN AND ORANGE SAFETY FENCE PLACED ACROSS ENTIRE WIDTH OF TRAIL AT CLOSURE LIMITS. AN ADA TYPE III BARRICADE WITH "TRAIL CLOSED AHEAD" SIGN SHALL BE PLACED AT THE NEAREST UPSTREAM CROSSING TO CLOSED TRAILS.
2. CONTRACTOR SHALL PROVIDE MIN. 10 DAY ADVANCE NOTIFICATION OF THE SIDEWALK CLOSURE TO THE IOWA DEPARTMENT OF THE BLIND, THE NATIONAL FEDERATION OF THE IOWA DEPARTMENT OF THE BLIND, AND THE NATIONAL FEDERATION OF THE IOWA DEPARTMENT OF THE BLIND.



STAGING PLAN

**LAKESHORE ESTATES
PHASE I SITE IMPROVEMENTS
NORTH SIOUX CITY, SD**

Project Manager: B. WELLS
 Designer: K. MULLENIX
 Project Number: 266103
 Phone: (712) 266-1554



From: Buell Winter Mousel and Associates
To: [Ted Cherry](#); [Tim Hogan](#)
Subject: North Sioux City River Valley Estates
Date: Wednesday, March 14, 2018 10:30:44 AM

Ted & Tim:

I believe the revisions made by DGR are acceptable and would recommend approval of the drawings. I recommend the City receive the following before proceeding further:

- 1.) Easements for the utilities that are not in what will be dedicated right-of-way in the final plat for this project.
- 2.) Relocated Streeter Drive right-of-way or an agreement for same.
- 3.) Repair of the bike trail to avoid a gravel or asphalt millings surface for the potential year until the new trail is constructed. I do not have a schedule for the bike trail construction but understand from you, the project will take a year.

Greg

*Buell Winter Mousel and Associates P.C.
705 Douglas St Suite 636
Sioux City, IA 51101
Phone 712-258-4202
Fax 712-258-3304*



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: 3-19-2018
Re: Lakeshore Estates Reimbursement Agreement Signature Approval

Background: During the City Council meeting on February 20th the Council approved the Lakeshore Estates reimbursement agreement. The motion was not made for Dan to be given authority to sign the agreement.

Financial Consideration: None

Recommendation: Recommend motion to give Dan Parks, Council President, authority to sign the Lakeshore Estates Reimbursement Agreement.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT is entered into as of this ____ day of January, 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") and **LAKESHORE ESTATES, LLC**, a South Dakota limited liability company, c/o Chris Bogenrief, 400 Gold Circle, Suite 120, Dakota Dunes, South Dakota 57049 ("Developer");

WITNESSETH:

WHEREAS, Developer is developing certain property 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) (the "Project").

WHEREAS, Developer is planning to construct and install a 12" water main under the proposed East/West street in Phase I of the Project, and the design, construction, assembly, and installation of the improvements described in the Project Plan as defined in that certain Development Agreement between the parties hereto;

WHEREAS, City desires an upgrade of the City's 8" water main to a 12" water main under the proposed East/West street in Phase I of the Project, which upgrade will allow City to connect to both the north end and the south end without any street removal if and when the remaining section(s) of the City water main is replaced;

WHEREAS, Developer is willing to install the upgrade to fulfill City's request and City agrees to reimburse Developer for such work.

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

1. Developer agrees to upgrade the City's 8" water main to a 12" water main under the proposed East/West street in Phase I of the Project.
2. City agrees to reimburse Developer for the costs of the upgrade of the City's 8" water main to a 12" water main under the proposed East/West street in Phase I of the Project.
3. City shall reimburse Developer pursuant to and according to the memorandum prepared by DGR Engineering summarizing the estimated costs for such upgrade, said memorandum is attached hereto labeled Exhibit "A" and by this reference made a part hereof.
4. Notwithstanding any provisions contained herein to the contrary, City shall also reimburse Developer for any items (such as tees, valves, associated fittings, and other materials) and work done or labor performed in relation to the existing City's 8" water main.
5. **Obligations and 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; and

(c) Developer's performance under this Agreement will not violate any applicable judgment, order, law or regulation.

6. **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.

7. **Payments; Assignment of Payments.** City will make eligible payments due to Developer within a reasonable time, not to exceed 90 days, of City's receipt of the invoice from Developer.

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

9. **Duties and Obligations of Developer.** Developer hereby agrees to: (a) complete, or cause to be completed, all improvements described in 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, and (d) cooperate with City in providing all necessary information to City, including documentation of actual expenses incurred for the Project, in order to assist City in complying with this Agreement.

10. **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.

11. **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.

12. **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.

13. **Entire Agreement.** This Agreement embodies the final and entire agreement between the parties hereto concerning the subject matter herein.

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

15. **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.

16. **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 Union County, South Dakota.

17. **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.

18. **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.

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

CITY

CITY OF NORTH SIOUX CITY

MAYOR

DEVELOPER
LAKESHORE ESTATES LLC

By: _____
Its: _____



Memo

TO: File
FROM: Kyle Mullenix
DATE: January 2, 2018
RE: Lakeshore Estates Ex. 8" Water Main Upgrade

After discussions with Ted Cherry of North Sioux City and Greg Meyer of BWM about how to proceed with the upgrade of the existing 8" water main it was decided that a new 12" main should be laid parallel to the existing main outside of the paving.

Items that will be involved in this process that relate to the upgrading of the City's main and not expressly to Lakeshore Estates are as follows:

- 100 LF of 12" C900 PVC water main @ \$60/LF - \$6000
- Four 12"x12" tees @ \$850 - \$3400
- Four 12" MJ caps with thrust blocking @ \$750 - \$3000
- Two 12"x8" reducers @ \$750 - \$1500
- Two 12" gate valves/boxes @ \$1500 - \$3000
(assume N-S valves are City cost and E-W valves are developer cost)
- Temporary Blowoff on 12" water main - \$1000
- Remove 100 LF of 8" PVC water main @ \$10/LF - \$1000

Estimated Total - \$18,900



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: 3/19/2018
Re: Interstate Sign Conceptuals

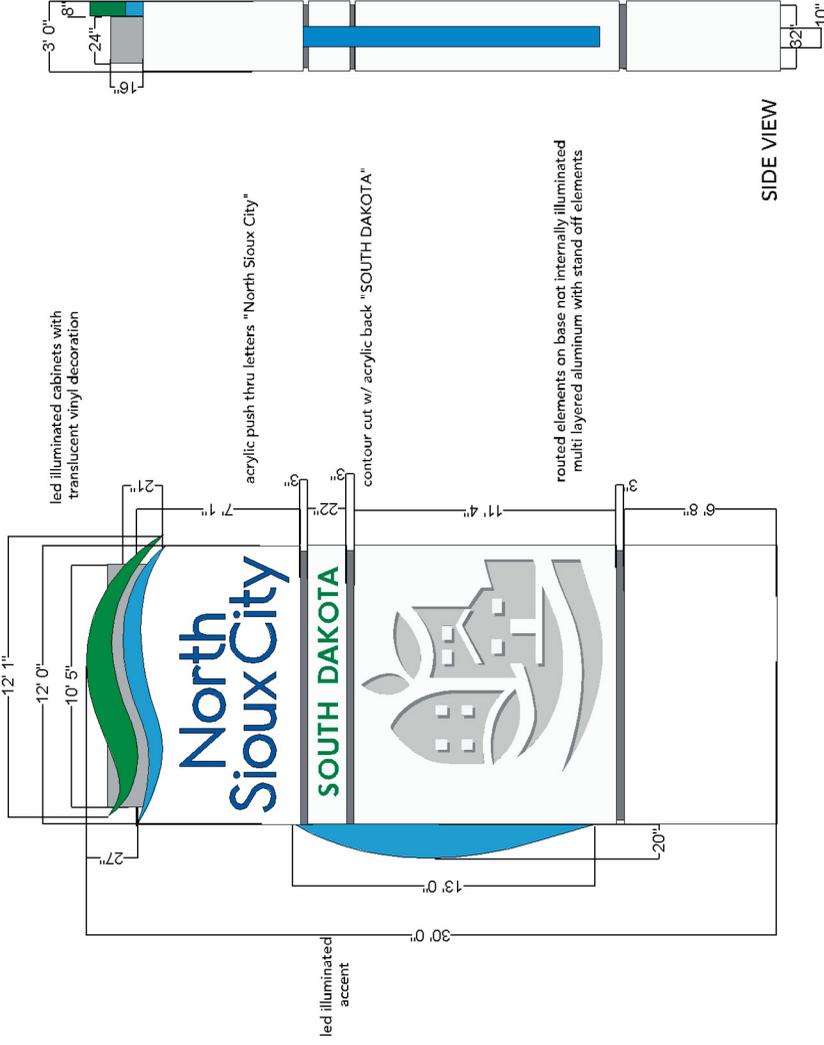
Background: Henken Schultz have put together a initial conceptual of an interstate sign that would replace the sign currently there. Administration is interested in having a conversation regarding the Council’s thoughts on the design and the look from the Interstate.

The sign is intended to be lit and to be high enough that it can be seen over the interstate fence.

Financial Consideration: None at this time

Recommendation: Discussion/Informational talk only.

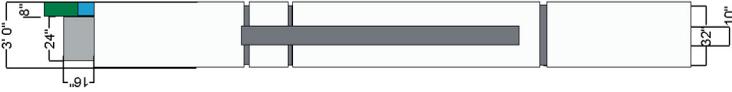
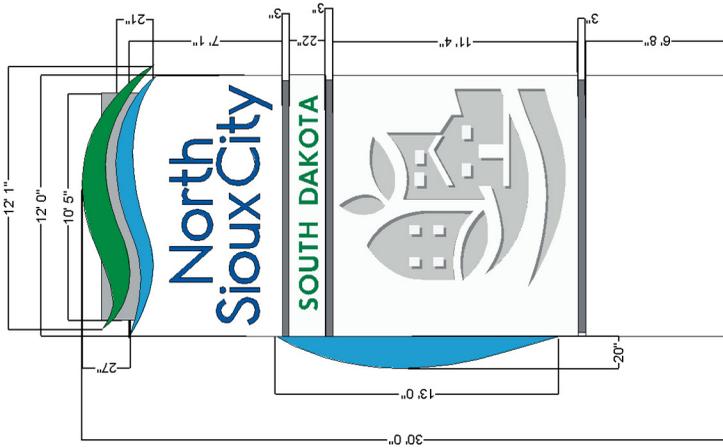
single faced custom fabricated led illuminated freestanding sign



shows internally illuminated elements of sign cabinet and accents all other elements would need to be flood lit from the ground

- WHITE
- 3M SLATE GREY
- SATIN ALUMINUM
- 3M BRISTOL BLUE
- 3M VIVID GREEN
- 3M PROCESS BLUE

single faced custom fabricated led illuminated
freestanding sign



- WHITE
- 3M SLATE GREY
- SATIN ALUMINUM
- 3M BRISTOL BLUE
- 3M VIVID GREEN
- 3M PROCESS BLUE



City Council MEMO

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

To: Mayor Fredericksen
Council Members
From: Susan Kloostra, Finance Officer
Date: 3/12/2018
Re: Surplus Property

Background: SDCL 6-13-1 allows a governing board to dispose of any land, structures, equipment, or other property which the governing board has, by appropriate motion, determined is no longer necessary, useful, or suitable for the purpose for which it was acquired. Furthermore, no motion is required to sell, trade, loan, destroy, or otherwise dispose of consumable supplies, printed text, zoo animals, or subscriptions.

The Police Department would like to declare the squad car and installed equipment as surplus, as follows:

2009 Chevy Impala VIN 2G1WS57M091262640

Cage

Front push bar bumper

Center console

Computer stand

Financial Consideration: Advertising costs and miscellaneous revenue

Recommendation: A motion to declare the vehicle as surplus and authorize for sale.