



North Sioux City, South Dakota
Regular Meeting of the City Council
June 4, 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: May 7, 2018 Regular Meeting
- F. Approval of Minutes: May 21, 2018 Regular Meeting
- G. Agenda Items
 - 1. Fireworks Application
 - 2. Quit Claim Deed – North Merrill Ave.
 - 3. Change Order #3 – Sioux Laundry Forcemain
 - 4. SD DOT Transportation Alternatives Agreement
 - 5. Lakeshore Estates Construction Changes
 - 6. Solid Waste Fund Discussion
- H. Community and Council Input
- I. Executive Session*
 - 1. Personnel
- J. Approval of Bills
- K. 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
 May 7, 2018

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

Mayor Fredericksen led the Pledge of Allegiance.

Fredericksen asked about new versus old business. Slater asked for clarification on reasoning for executive session. Motion by Christiansen second by Parks to go into executive session at 7:04pm with elected officials. All members present voted aye.

Regular session resumed at 7:45pm

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

Motion by Green second by Berg to approve the Regular Council Meeting Minutes of 4/16/2018. All members present voted aye.

Motion by Parks second by Slater to approve the bills as presented.

ADVNC D FIRST AID INC	218.00	SR CNTR-AED WALL CABINET
AM UNDRGRND SUPPLY	721.64	SUPPLIES FOR WTR REP (2)
BOMGAARS	147.27	SALT SOFTENER (10)
CED	660.47	REPLCD SHOP LIGHTS (3)
CENTER POINT LGE PRINT	137.82	BOOKS (6)
CHERRY, TED	523.54	MLG REIMB-MULTIPLE MTGS (7), MEALS (12)
CITY OF SIOUX FALLS	145.00	1QTR2018 BACTERIA WTR TESTS
COLONIAL LIFE	146.34	APR2018 PREM 04/13, 04/27
CONSTRUCTION PLUS, LLC	1300.00	SR CNTR POSTS
CRARY, HUFF, INKSTER, SHEEHAN	4086.00	APR2018 LEGAL FEES
DAKOTA VALLEY SCHLRSH COMM	2500.00	2018 SCHOLARSHIP DONATION (5) \$500
DATAMAXX APPLIED TECH, INC.	2976.00	PD-SECURE CLOUD (8)
DAKOTA DUNES/NSC TIMES	574.15	APR2018 PUBLISHING FEES
DEMCO, INC	84.83	LIB SUPPLIES-LAMINATING POUCH
DETECTION INSTRUMENTS	149.79	ODALOG GAS LOGGER USB CABLE
ELECTRIC INNOVATIONS	1630.00	APR2018 TECH SUPP
FARMER BROS. CO.	46.63	COFFEE (1 CS)
FIVE STAR ENTERPRISES, INC	18.00	COUNCIL NAME PLATES (2)
FOUR SEASONS NORTH	224.55	MAY2018 FITNESS CHGS
GENRL TRAFFIC CNTRLS, INC.	3180.00	MILITARY & MAIN TRAFFIC SIGNAL
GROVES REPAIR	768.60	2018 DODGE RAM-AMBER LIGHT BAR
H2O 4 U	28.75	PD-BOTTLE WATER (2), COOLER RENT
HAWKINS, INC	2979.75	CHLORINE (17), SULFUR DIOXIDE (3)
HENKINSCHULTZ	2969.00	LIB-WEBSITE DESIGN & DEV
ICMA MMBRSHIP RNWLS	675.60	CITY MGR ASSOC ANNUAL
INFRA-TRACK, INC.	24874.09	CLEAN & TELEWISE
INGRAM LIB SVCS	798.33	BOOKS (46)
JACK'S UNFRMS & EQUIP	880.95	CLOTHING ALLOWANCE
EAKES OFFICE SOLUTIONS	99.92	SR CNTR-PLACEMENT (2)
JENSEN SPRINKLER	637.94	MERRILL-START UP SPRINKLER
JEO CONSULTING GROUP	10741.25	NSC LEVEE EVALUATION
NEXTAR BROADCASTING, INC	400.00	ADVERTISING 11/13/17-11/19/17
KEVIN ODELL ELECTRIC, INC.	718.98	REPLACED CROSSWALK LGHT-NSHORE
LYLE SIGNS INC	418.10	BARRICADES (2)
MB CLEANING	1750.00	CLEANING-SR CNTR
MERCY BUSINESS HEALTH SVCS	53.33	MAY2018 EAP
MIDAMERICAN EN	13286.88	APR2018 UTLTY FEES
MID-AMERICA CNCL	3000.00	2018 PLEDGE FRIENDS OF SCOUTING
NSC AUTO REP	59.95	UNIT 4-OIL CHANGE, TIRE RTN
OFFICE ELEMENTS	96.68	SR CENTER-INK TONER
OFFICE SYSTEMS CO	181.61	MAY2018 COPY & LEASE EXP

PRESTO-X COMPANY	226.00	APR2018 PEST CNTRL
GARY ROAN	960.00	MAR-APR INSPECTIONS (12)
ROTO-ROOTER	615.50	CLN SWR LINE ON VERNA
SCHIMBERG COMPANY	75.05	MCCOOK WTR PLANT PARTS (18)
SD GOV'T FINC OFFICERS' ASSOC	75.00	2018 REG-KLOOSTRA
SD GOVERNMENT HR ASSOC	50.00	2018 MMBRSHIP DUES-KLOOSTRA
SD MUNICIPAL LEAGUE	120.00	MUNICIPAL OFFICIALS HANDBOOK (2)
SD DEPT OF HEALTH	176.00	3/16-4/10 BOD, SOLIDS
SIOUX CITY FO COMP	786.71	PLOW BLADES (6)
STOCKWELL ENGINEERS, INC	2550.00	STREETSCAPE ARCHITECT FIRM-10%
VAN DIEST SUPPLY CO	3674.00	ALTOSID BRIQUETS (5 CS)
VERIZON WIRELESS	700.78	APR2018 CELL CHGS
WALL OF FAME	202.87	PD PROMO PRODUCTS (500)
WOODBURY CTY EMERG SVCS	479.13	MAY2018 STARCOMM
ZEE MEDICAL SVC	66.14	HAND SANITIZER (4)

Motion by Parks second by Slater to adjourn the last meeting of the 2017-2018 Council at 7:46 p.m. All members present voted aye.

Mayor Fredericksen thanked Christiansen for her service and presented her with a plaque. Beavers will be mailed a plaque.

Meeting called back to order at 7:48 p.m. by Mayor Fredericksen. Roll was taken. Berg, Blaeser, Carpenter, Cropley, Green, Parks, and Slater were present. Absent: Reiff

Fredericksen administered the elected official's oath: Tena Carpenter (Ward 1), Dan Parks (Ward 2), and Nate Blaeser (Ward 4). Tammy Reiff will be in within 10 days to be administered the oath

Mayor Fredericksen requested nominations for the council president position. Motion by Cropley second by Slater to nominate Dan Parks as president. All members present voted aye, electing Dan Parks as president.

Mayor Fredericksen then requested nominations for the council vice president position. Motion by Parks second by Cropley to nominate Rodd Slater as council vice present. All members present voted aye.

Mayor Fredericksen presented his recommendations to the Council for municipal appointments.

Appoint Darrell Jesse as City Attorney and Sabrina Sayler as Assistant City Attorney: Motion by Parks second by Berg to approve the appointment. All members present voted aye.

Appoint Rich Headid as Police Chief. Motion by Berg second by Green to approve the appointment. All members present voted aye.

Appoint Susan Kloostra as Finance Officer. Motion by Parks second by Slater to approve the appointment. All members present voted aye.

Kevin Kruse and John Callen from JEO presented information regarding the levee accreditation process. The initial phase of the project is complete, and the levee is in good shape. With the new initial base flood elevations and the amount of freeboard the levee has there should be no issue with getting the levee certified. JEO would recommend a field survey of the levee toe, an interior drainage evaluation, an emergency preparedness plan, and the study of additional study scenarios. Carpenter voiced concern about a resident on the Iowa side of the river and the concrete they placed that has changed the channel of the river and eating at the bank of the North Sioux side of the river. Council was asked to look over information presented and then future plans can be made.

Cherry presented information on River Valley 2nd Addition Canterbury Street. Council was made aware of the issues the documents presented cover. Documents were given to the Council that had updated information above what they were presented earlier. Documents covered the easements and covenants, the maintenance bond, an agreement with River Valley LLC to finish remaining punch list items, and the final plat with updated owner's certificate.

Greg Meyer presented information regarding his analysis of the infrastructure improvements. Meyer presented information on the drainage easement through the property. The land to the South, if developed, would need to have to drain through the easement in pipes. An ordinance should be put in place that would allow for fines for any dirt on the streets during construction. Meyer believes the issues that previously needed to be taken care of have been and the documents provided take care of future issues.

Slater asked questions about the process of the plat getting to this point and what the issues were with getting to the point we are at. There was a question about if the preliminary plat was substantially the same as the final plat. The drainage easement was the main difference and that has now been addressed. A punch list was provided to the developer to complete before the plat was presented. Due to ordinance, how the plat gets to the Council was in question. Plat was approved from planning and zoning board contingent upon the final approval from Greg.

Berg questioned on if it was Greg's recommendation to approve, and this was affirmed. Slater asked more questions regarding the process of the plat. There was a plat delivered that was against the 30-day limit of Planning and Zoning board. Meyer presented documents as an overview of the meeting the previous week to agree on closeout items. Slater asked about an easement with the property to the West of Canterbury. More discussion as had about the possibility of future drainage.

Cropley asked how the agreements and covenants would be enforced. Cherry responded that staff would be made aware of the requirements of sidewalks, slope surveys, and anything else that would be needed for building permits, occupancy permits, and water services. All of those items would be filed with the County for enforcement as well. Cropley had questions regarding the maintenance bond. The bond would act as an insurance policy in the event any issues with the infrastructure arise.

Parks questioned the documents and the changes that had been made as opposed to what was provided over the weekend.

Tim Brown addressed the Council as the developer of the property. Initial plat was delivered around March 20, 2018 and there were a number of weather related issues in April causing issues with punch list completion. Brown presented the developers understanding of the processes. Cropley stated issues on the plat were addressed in the punch list.

Motion made by Slater, second by Blaeser to approve the plat, maintenance bond, and agreement as presented. Role call vote was asked for. Absent – Reiff. Nay – Carpenter and Parks. Yay – Slater, Berg, Cropley, Green, and Blaeser. During vote Berg stated he is disappointed in how the process was handled. Cropley mirrored Berg's thoughts and that people are in need of homes. Parks stated the developer had never come before the Council to state they were not receiving what they needed from the City. Carpenter felt she needed more information.

Cherry presented the construction plans for Lakeshore Estates LLC to revise their plans to raise the depth of their sewer by approximately 2'6" to avoid a ground water issue. Planning and Zoning have approved the plan contingent upon Meyer approval.

Meyer made a presentation to the council that soil borings were made by the contractor and there was a concern with the amount of water infiltration that led them to want to raise the depth of the sewer. Greg gave depths of the sewer and the ground water. The water is located in the middle section of the East/West street. Meyer spoke with Gary Roan, Building Inspector about the plan. Greg gave information to the council about the heights foundations are built above the curb. Sewer depth of the west cul-de-sac would be 8'3" that would require a 4ft height above sewer and would require homes with more steps or sewage pumps. Meyer noted concern with the property to the North of Lakeshore estates not having access to sewer in the future. Meyer asked question of HDR, the developer's engineering firm, about how storm sewer could be provided in the future to the property to the South. No response was given.

Cropley gave history about the drainage ditch on the north side of the property with the culvert that was placed. This solved water issues that were there previously. Greg stated that culver drains water year-round. Fredericksen stated that water issues are common when doing construction in North Sioux City.

Bart Connelly, the developer, stated they were acting on the advice of their utilities contractor and the groundwater is muddy and the contractor stated it couldn't be dewatered. This was the only reason they requested the change. Slater asked about the storm water concerns and Connelly stated they would have to put a plan in place for the south land if the S curve road would be placed. Sanitary sewer would be deep enough to go under the S curve if placed. Berg asked about water and storm lines. There would be some conflicts on those lines, but the new plans address that.

Fredericksen understood that the dewatering would cost a significant amount. He does have a concern with the people on the North side that would have to pump sewage. Connelly stated is isn't their land and they wouldn't be able to design for that section. Meyer stated the depth at the North cul-de-sac would mirror the South cul-de-sac. North Cul-de-sac would be about 8'6". Connelly stated there shouldn't be an issue with finishing a house 4 foot above curb on the size of lots they are providing.

Connelly stated that 4 feet above curb was not out of line for the size of lots there are. Test holes were dug last month. Meyer was not able to view the holes that were dug at that time. The contractor made comments to Fredericksen about the costs involved with dewatering the property.

A video was provided for Fredericksen and Meyer to view. It was their opinion that the amount of water flowing into the hole was not of a significant amount.

Cropley reminded Council that the development is funded through a Tax Increment District. Connelly gave updated cost estimates.

Slater asked questions regarding raising the sewer. Connelly stated it will be difficult to drain the property. Meyer stated that the South property will have to figure out a drainage plan to be developed properly. For purposes of the home elevations steps would have to be built and possible retaining walls. Builders would need to know about the depth issues when building the homes. Meyer does not have strong feelings on keeping the original plans vs. revising construction plans.

Jesse asked a question about how many lots would be affected total, approximately 5 total.

Motion made by Slater second by Berg to approve the revisions to the construction plans. Roll call vote was asked for. Absent – Reiff. Nay – Green, Carpenter, Parks and Cropley. Yay – Slater, Berg and Blaeser.

Fredericksen asked for a 5-minute break.

Cherry presented Resolution 2018-02 to accept \$250,000 from South Dakota Governor's Office of Economic Development for the construction of the next phase of the Flynn Business Park. There are requirements for the award of creation of jobs and build out time frames. Currently there are letters of intent on 14 acres of ground.

**RESOLUTION 2018-02
SOUTH DAKOTA LOCAL INFRASTRUCTURE
IMPROVEMENT PROGRAM
RESOLUTION**

RESOLUTION OF CITY COUNCIL OF NORTH SIOUX CITY ("CITY") APPROVING THE SOUTH DAKOTA LOCAL INFRASTRUCTURE IMPROVEMENT PROGRAM GRANT APPLICATION AND DESIGNATING NAMED MAYOR TO EXECUTE DOCUMENTS AND TO ACT ON ITS BEHALF.

Motion made by Slater second by Cropley to move forward with the cement work. All members present voted aye.

Cherry presented information on a sign proposal for the American Legion placing a sign at the Senior Center on the Military Road side. Council discussed waiting to put up a new sign until a decision was made regarding the painting of the Senior Center. Parks asked on if there could be a joint sign between the center and the Legion, Green agreed. Cropley asked if Henken Schultz would help with design of a new sign. Administration will speak with the Legion about holding off until painting is decided upon.

Cherry presented the requests to appoint Teri Rademacher and Jane Lilly to the Library Board.

Motion by Cropley second by Carpenter to appoint Jane Lilly and Terri Rademacher to the Library Board for terms of 3 years.

Cherry presented information about South Derby Lane speed limit. Carpenter voiced concerns about raising the limit because of children at the mobile home park. Green asked if a sidewalk would be installed with the street improvements. Cherry did not know but would check the plans. Slater explained his thoughts on raising the limit. Council asked to get an estimate on the sidewalk for South Derby. Parks requested that the City ask the Township to put signage in for their speed limits.

Cherry presented the annual report to the Council. No action is needed by the Council. Some items will be fixed during the audit period that will take place April 16-18.

Green asked about the pedestrian crossing at the school. There is a programming issue, and the lights flash if the crosswalk button is pushed. A new board needs to be ordered for the sign.

Parks asked about boat ramp gate. There will be a discussion at the next council meeting.

Cherry presented information on budget training in Sioux Falls, the new director for ROCS, the compilation report for HRC, and the City's recognition from SD DENR for our water systems.

Motion by Parks second by Cropley to move into executive session at 10:29. All members present voted aye.

Regular session resumed at 10:45

Motion to adjourn by Carpenter second by Parks at 10:45. All members present voted aye.

Approved

Randy Fredericksen, Mayor

Attested

Ted Cherry, City Administrator

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
May 21, 2018

Meeting called to order at 7:00 p.m. by Mayor Fredericksen. Blaeser, Carpenter, Cropley (7:56 p.m.), Green, Parks, Reiff and Slater were present. Absent: Berg. Also in attendance were City Administrator Ted Cherry and Finance Officer Susan Kloostra.

Mayor Fredericksen led the Pledge of Allegiance.

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

The May 7 Regular Council Meeting Minutes were inadvertently missing from Council's packet. Motion by Slater second by Green to table minutes approval until the June 4 meeting. All members present voted aye.

Due to the July 1, 2018 changes in the alcohol beverage licensing laws, Casey's General Store and Kueenland KOA North Sioux had their license classifications repealed. The businesses are applying for a new license Malt Beverage classification which requires a hearing.

Motion by Parks second by Reiff to the open hearing 7:02 p.m. All members present voted aye. No public input was given. Motion by Green second by Reiff to close the hearing at 7:03 p.m. All members present voted aye.

Motion by Slater second by Green to approve the new application as presented. All members present voted aye

New Retail Malt Beverage On-Off Sale and SD Farm Wine License without Video Lottery:

Casey's Retail Company, d/b/a Casey's General Store #3589, 100 South Derby Lane A Part of Lot "S" of the NW 1/4 of the SE1/4 of Section 15; and also together with part of said NW 1/4 of the SE 1/4 of Section 15' all located in Township 89 North, Range 48 West of the 5th P.M., North Sioux City, Union County, South Dakota, more particular described as follows.

Motion by Parks second by Reiff to open the hearing 7:03 p.m. All members present voted aye. No input was given. Motion by Carpenter second by Reiff to close the hearing at 7:04 p.m. All members present voted aye.

Motion by Green second by Parks to approve the new application as presented. All members present voted aye.

New Retail Malt Beverage On-Off Sale and SD Farm Wine License without Video Lottery:

Kueenland II Inc, d/b/a Sioux City North KOA, 675 Streeter Drive Lot B NE ¼ SW 1/4 N Sioux City 5.37A, North Sioux City, Union County, South Dakota

Motion by Parks second by Reiff to approve the following Alcohol License renewal applications as presented. All members present voted aye.

Bet On Brown, Inc. (Freeway Clark, Goode To Go)

Brown Aces (Sugar Daddy's)

Dakota Rose, Inc. (Dakota Reds, Dakota Rose)

Four Horsemen, LLC (Triple Crown Casino)

Freedom Inc of N Sioux City (Whistlestop)

Glass Slipper, Inc. (The Glass Palace)

Intrepid Ventures Operating, LLC (Casino Monaco)

J & U Inc (Jim's I-29)

Miller Liquor, Inc. (Miller Liquor)

Quan Holdings Inc. (Triple Crown Casino)

RJS, LLC (Townhouse Pizza)

She Be, Inc. (Beano & Sherry's, The Outlaws)

Sky JC, Inc. (Skyline Bar & Casino)

Worldwide Holdings, Inc. (VIP Lounge)

Zort Bros, Inc. (Zort's Prime Time)

Following the discussion at the last Council meeting, the American Legion requested to address the Council regarding their sign request. Doug Jansen and John Cole, speaking on behalf of the American Legion group, asked for Council's approval to purchase a modified 4' x 4' sign and to have it separate from any other signage. Discussion was held including: clarification of Council's remarks from the May 7 meeting, purpose for signage, following policy regarding signage requirements, support for the advertisement of the organization, . It was discussed about installing the sign immediately. Council stated since there would be maintenance to the building's exterior, signage would not be installed until maintenance is complete. Motion by Reiff second by Parks to approve the size as presented. All members present voted aye.

Cherry presented information regarding McCook Lake's public access to the City's boat dock, looking for Council's direction. Council remarks were in support of continuing access as we've done in the past. General consensus of a reduction in overall traffic and congestion with the fees in place. Concern for safety and parking was discussed as well as the manhours to keep the gate functional. Chief Headid reported a new camera would be installed to aide in prosecuting those who damage or drive around the arm. Kelly Kistner, 603 Lakeshore, spoke as a resident and member of the McCook Lake Association. Kistner stated residents use the park area at the boat ramp, concern or ongoing parking issues, his driveway being blocked every weekend, boat owners blocking stop signs, people swimming off the dock, and agreement that traffic has less since installation of the boat gate. Council felt fee structure was appropriate and consistent with state park access fees. No action taken.

During the May 7 meeting, Council asked if a sidewalk could be added to the reconstruction project of South Derby Lane. City Engineer Greg Meyer estimated the addition cost to be \$27,075.96. The additional cost would still keep the project under budget by \$326,714.42. Meyer discussed the compliance of project change orders to be under \$25,000. Council directed Meyer to move forward with getting actual numbers for the sidewalk addition.

Discussion was held regarding a volunteer for the Library Board as a Council representative. Parks stated he would fill the position since he is currently working with Director Liane Welte on several projects. Motion by Parks second by Reiff to approve Parks to sit on the Library Board for one year. All members present voted aye.

The Northshore Forcemain project Change Order #2 was presented to Council. The change order is a reduction of as-built seeding quantities. Motion by Parks second by Green to approve Change Order #2 reducing the contract price in the amount of \$1,629.00. All members present voted aye.

The Council passed Resolution 2018-01 during the March 5, 2018 meeting approving the transfer of Sioux Point Road and a portion of Shay Road from Union County to the City. The transfer and road waste agreements have been provided to the Council. The Union County Commissioners approved the Contract in their May 15, 2018 meeting. Discussion was held. A comment regarding Union County to pay for removal if we broke up the road. Motion by Reiff second by Green to approve the agreements as presented. All members present voted aye.

Community/council input:

- 1) Mayor Fredericksen asked whether a bike path should be installed along Centennial Drive and Military Road. Mayor stated pedestrians coming from the apartment complex are cutting through his property.
- 2) Green addressed the advertisement for part time employees. He raised concern for having these employees doing vehicle maintenance and asked about part time hours.
- 3) Kloostra reported the audit has begun and the auditors were onsite last week. No completion date was given. She informed Council the surplus police vehicle, being sold through an online auction site, was complete and the winning bid came in at \$4,349.00. Lastly, Kloostra thanked the Council for the opportunity to attend the GFOA conference held in St Louis.
- 4) Mayor Fredericksen directed Public Works Superintendent Tim Hogan to surplus any equipment or machinery no longer used by the department.
- 5) Carpenter asked about street cleaning. Cherry reported it will start on May 23.

Motion by Parks second by Slater to enter Executive Session at 8:02 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 8:20 p.m.

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

AM UNDRGRND SUPPLY	262.21	MANHOLE HOOK, LID, HYDRANT
ARAMARK	96.50	LIB INSTITUTE-MEAL-WELTE
CITY OF SIOUX CITY	27401.76	APR2018 SWR CHGS USAGE 12,686
DAKOTA DUNES/NSC TIMES	62.50	COMM CALENDAR
DOC DEPOT & DSTRCTN	45.00	SHREDDING (1 BIN)
ELECTRIC INNOVATIONS	2289.09	CH-ALARM MNTRNG AGRMNT
FARMER BROS. CO.	80.26	COFFEE (2 CS)
FASTENAL CO	43.75	SHOP SUPPLIES
FIVE STAR ENTERPRISES, INC	130.00	THANK YOU PLAQUE-CNCL (2)
FNDTNS MENTAL HEALTH CTR	360.00	THERAPY READING DOGS
GRAHAM TIRE CO.	684.79	UNIT 2-TIRES (4), BALANCE, ALNMNT
GROVES REPAIR	2293.49	2018 DODGE CHARGER-INSTALL SPKR MT
HAWKINS, INC	5.00	CHLORINE CYLINDER
HENKINSCHULTZ	60.00	WEBSITE UPDATES
INFRA-TRACK, INC.	22386.68	2018 SWR INSPECTION
INGRAM LIB SVCS	402.67	BOOKS (35), DVD'S (3)
JACK'S UNIFORMS & EQUIP	1600.55	CLOTHING ALLOWANCE-NEW OFFICER SET UP
KEVIN ODELL ELECTRIC, INC.	80.61	MILLER LS-REP'D CNTRL WIRING
SUSAN KLOOSTRA	70.95	MLG REIMB-MTGS (2)
LOCAL NO. 749	236.00	JUNE2018 DUES
LYLE SIGNS INC	363.70	ROAD CLOSURE BARRICADES (6)
MIDWEST TURF & IRRGTN	64677.00	NEW MOWER-TORO GM4100
MJ MINOR UTLTY CNTRCTR	820.00	WALLACE ST & RIVER DR VAC
NOAH RIEMER PRDCTNS	350.00	SUMMER READING EVENT
NSC AUTO REPAIR	65.32	CAR WASH (3), INSTLL BODY CLIPS
OFFICE ELEMENTS	314.81	CLCLTR (3), FILE FLDR (2 BX)
QUALIFIED PRESORT SVC, LLC	747.80	APR2018 POSTAGE UTLTY BILLS
QUAM, BERGLIN, & POST PC	3000.00	2017 ANNUAL RPT COMPILATION
SD GOVT HR ASSOC	50.00	SD GOV'T HR REG-CHERRY
SD ONE CALL	62.72	LOCATES (56)
SD STATE UNVRSTY	250.00	LIB INSTITUTE-WELTE
SXLND CONCRETE CO.	187.00	MANHOLE RISERS (3)
SXLND HUMANE SOCIETY	37.00	APRIL2018 SERVICES
SXLND INTRSTT METRO	80.00	CONF MEALS (3)-CNCL
UTLTY EQUIP CO	564.42	RISER FOR MANHOLES (4)
VANDER POL EXCAVATING, LLC	28410.99	SIOUX LAUNDRY FORCE MAIN PROJ
WALL OF FAME	868.00	PD PRMTNL PRODUCTS (124)

As required by SDCL 6-1-10, the following is a list of the April 2018 payroll by department:

Finance/Admin	\$19,437.44
Library	\$5,247.60
Police	\$31,845.07
Public Works	\$22,528.37

Motion by Reiff second by Cropley to adjourn at 8:21 p.m. All members present voted aye.

Approved

Randy Fredericksen, Mayor

Attested

Susan Kloostra, Finance Officer



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
Date: 6/1/2018
Re: Fireworks License

Background: North Sioux City Ordinance 5.16.020 prohibits fireworks sales without first obtaining a license from the City. Once approved, owner(s) will receive their license along with our ordinance outlining safety regulations.

The following applications have been received.

American Fireworks Retail License

Financial Consideration: License & Permit Revenue.

Recommendation: Motion to approve the application as presented, pending receipt of SD Fireworks Permit.

/srk



ANNUAL FIREWORKS PERMIT APPLICATION

18 CALENDAR YEAR
(Expires January 2 of following year)
ANNUAL FEE: \$1,250.00

LICENSE TYPE: [X] Retail [] Wholesale

Business Name/dba: American Fireworks

Owner Name: Betty McManaman

Business Address: 198 S Derby lane (198 S Derby Ln)

Business Phone No.: 712-253-5399

Mailing Address: P.O. Box 285, North Sioux City, SD, 57049

Nearest Cross Streets/ intersection: South Derby lane / Campbell St

SD Fireworks Permit No. R 169-18 [X] Copy Attached

SD Sales Tax No. 1007-7043-5T [X] Copy Attached

- Anticipated Sales Dates: [] May 1 - Jul 5 Special Retail Fireworks (out-of-state residents only sales)
[X] Jun 27 - Jul 5 Retail Fireworks (general sales)
[] Jul 6 - Aug 3 Optional Retail Fireworks (out-of-state residents only sales)
[] Dec 28 - Jan 1 Retail Fireworks (general sales)

Name of Applicant: Betty McManaman

Applicant Phone No.: 712-253-5399

North Sioux City Ordinance 5.16 requires a license for sales of "Permissible Fireworks" within the corporate limits of North Sioux City. It also states fireworks may be sold only at such times as allowed by the State of South Dakota, as defined in Codified Law Titles 34-36 and 34-37.

The undersigned applicant certifies, that he/she has received a copy of City Ordinance 5.16, sections 5.16.010 - 5.16.170 inclusive, and that he/she will comply with these ordinances, furthermore he/she will be at all times in compliance with all other City ordinances and the applicable laws of the State of South Dakota.

5/21/18
Date

Betty McManaman
Signature

RECEIVED BY [Signature] DATE 5.21.18 FOR OFFICE USE ONLY CHECK/MONEY ORDER/CC: 11022.

**SOUTH DAKOTA FIREWORKS
LICENSE**

Office of the State Fire Marshal
Pierre, South Dakota

BETTY MCMANAMAN

DATE ISSUED: Monday, May 14, 2018

**PO BOX 285
N SIOUX CITY, SD 57049**

LICENSE #:R 169-18

TYPE OF LICENSE:

Retail Fireworks License *** Valid: June 27 - July 5, 2018 \$25.00**

CHECK NUMBER: 2251

LICENSE OUTLET LOCATED 198 SOUTH DERBY LANE, N SIOUX CITY

CERTIFIED BY: *J. Deane Marks*

LICENSE MUST BE DISPLAYED AT LOCATION



BETTY MCMANAMAN
AMERICAN FIREWORKS
PO BOX 285
NORTH SIOUX CITY, SD 57049-0285

May 15, 2018

Dear BETTY MCMANAMAN

Below is your current South Dakota tax license. It is non-transferable and shall be valid only for the person or entity named on the license. The license is for the transaction of business at the place designated on the license. The license is to be conspicuously displayed at the place of business.

Please review your information and contact our department if there are any changes in ownership, names, or addresses. If you have a Streamlined sales tax license any changes must be made through the Streamlined Registration System at www.streamlinedsalestax.org.

For more information, visit our website at <http://dor.sd.gov>, call the Department of Revenue at 1-800-829-9188 weekdays from 8:00 am to 5:00 pm Central Time or e-mail us at bustax@state.sd.us. Thank you.

If you are a sole proprietor or general partnership and your last name is not contained in the name of your business you need to file your business name and ownership information with the South Dakota Secretary of State. You can do this online at: www.sdsos.gov. Or you can file a paper form with the Register of Deeds in each county where your business is located. For more information about this registration contact the Secretary of State at (605) 773-3537.

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPath>



Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby issued to the below named. This license remains the property of the state of South Dakota and while in possession of the person to whom issued, entitles the licensee to transact whatever business or activity is specified on this license, until this license expires or is cancelled.

<http://dor.sd.gov>

ISSUE DATE: 06/27/2018

EXPIRATION DATE: 07/05/2018

LICENSE NUMBER: 1007-7643-ST

LICENSE TYPE: Sales Tax

ISSUED TO:

BETTY MCMANAMAN
267 W SAWGRASS TRL
DAKOTA DUNES, SD 57049

AMERICAN FIREWORKS

198 S DERBY LANE

NORTH SIOUX CITY, SD 57049

A handwritten signature in black ink, appearing to read "Andy Gerlach".

Andy Gerlach
Secretary of Revenue

NON-TRANSFERABLE



February 15, 2018

«F1»

«F6»

«F7»

North Sioux City, SD 57049

RE: Fireworks License Renewal

Please find enclosed the 2018 local application for retail and/or wholesale Fireworks Permit and the amended 5.16 Fireworks Ordinance. Your renewal documents must be returned to City Hall before the following dates, dependent upon your sales dates:

Sales Dates	Returned by End of Day
May 1 – Jul 5	Monday, April 9
Jun 27 – Jul 5	Monday, June 11
Jul 6 – Aug 3	Monday, June 18
Dec 28 – Jan 1	Monday, December 10

Along with your application, please submit the \$1,250 fee for retail and/or \$1,250 fee for wholesale. Checks should be made out to City of North Sioux City and will be deposited upon receipt. Credit card payments may be made online using our payment processing company (a fee does apply).

Prior to any fireworks sales, the City Council must approve your application. A copy of your SD State Fireworks Certificate must be included with your application. Your sales tax number is «SALES_TAX_», but we're missing a copy of the certificate. Please provide with this application.

Call or email me with questions at: (605) 232-4276 or susan.kloostra@northsiouxcity-sd.gov.

Respectfully yours,

A handwritten signature in black ink that reads 'SKloostra'.

Susan Kloostra
Finance Officer

Enclosures



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: 6/4/2018
Re: North Merrill Ave. Quit Claim Deed

Background: it has come to the City's attention, through the sale of the Gateway complex, that a portion of Merrill Ave. was actually listed as a piece of property of Gateway Inc. To rectify this a Quit Claim deed has been prepared to transfer the ownership from Gateway to the City. The City would need to approve taking over the property.

Financial Consideration: None

Recommendation: Administration recommends the approval of the Quit Claim Deed for the property listed.

Prepared by:
Ryan C. Ross
613 Pierce Street
P.O. Box 1557
Sioux City, IA 51101
712-252-3226

After Recording Return To:
Ryan C. Ross
613 Pierce Street
P.O. Box 1557
Sioux City, IA 51101

Tax Statement:
The City of North Sioux City
504 River Drive
North Sioux City, South Dakota 57049

QUIT CLAIM DEED

Gateway, Inc., a corporation organized and existing under the laws of Delaware, Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, does hereby quit claim to The City of North Sioux City, South Dakota, Grantee of 504 River Drive, North Sioux City, South Dakota 57049, all Grantor's interest in the real estate in the County of Union and State of South Dakota legally described as:

North Merrill in tracts 34 and 35, Gateway Business Park Second Platting, North Sioux City, Union County, South Dakota.

Subject to easements and restrictions of record, if any.

Dated this 30th day of April, 2018.

Tax Exempt: SDCL 43-4-22(18).



GATEWAY, INC.,
a Delaware corporation

BY: John W. King
John W. King
Its: Treasurer

STATE OF California, COUNTY OF Orange : ss

On this 30th day of April, 2018, before me, a Notary Public in and for said State, personally appeared John W. King, to me personally known, who being by me duly sworn did say that that person is the Treasurer of Gateway, Inc. a Delaware corporation, and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said John W. King acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

John W. King
Notary Public
June 4, 2018

CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]

COURTHOUSE USE ONLY
Book _____ Page _____
Ratio Card No. _____

State of South Dakota, County of Union

Seller(s): Gateway, Inc.
Mailing Address: 610 Gateway Drive, North Sioux City, SD 57049
Buyer(s): The City of North Sioux City
Current Mailing Address: 504 River Drive, North Sioux City, SD 57049
NEW Mailing Address: 504 River Drive, North Sioux City, SD 57049

OWNER OCCUPIED - THIS BOX TO BE COMPLETED BY BUYER ONLY
These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.
Property is currently classified as owner-occupied YES NO
Property will be occupied by buyer on (date) YES NO
Property will be principal residence of buyer on the above stated date YES NO
Do you own any other residential property in the United States? YES NO If yes, state location
Signature (BUYER ONLY)

Legal Description (Please include the number of acres for unplatted properties)

North Merrill in tracts 34 and 35, Gateway Business Park Second Platting, North Sioux City, Union County, South Dakota.

(1) Date of Instrument

(2) Type of Instrument:

Contract for Deed [] Warranty Deed [] Executor's Deed [] Mineral Deed []
Quit Claim Deed [X] Trustee's Deed [] Administrator's Deed [] Gift []

Other (specify)

(3) Items Involved in Transaction

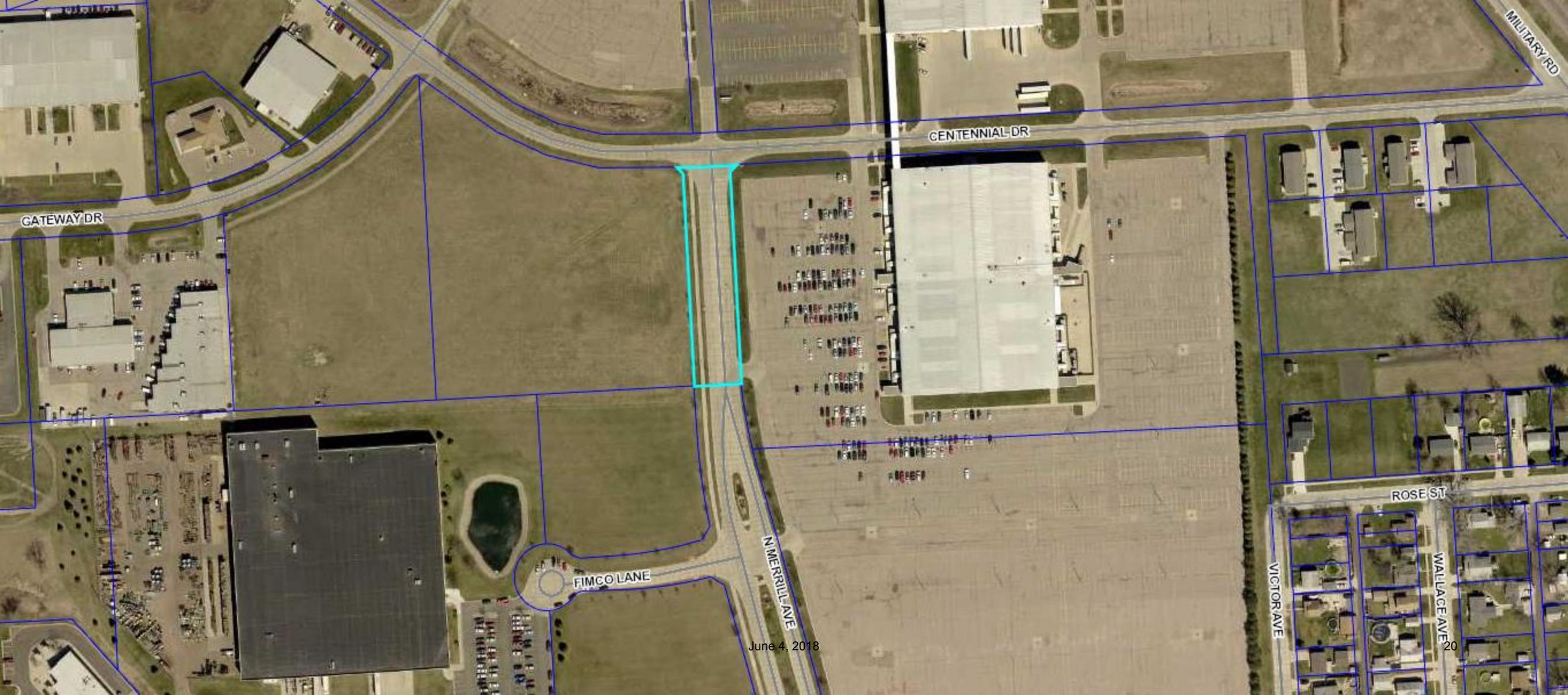
(a) Was this property offered for sale to the general public YES [] NO [X]
(b) Relationship between buyer and seller? YES [] NO [X]
(c) Was this property sold by owner [X] agent []
(d) Actual Consideration Exchanged: \$ 0.00
(e) Adjusted price paid for real estate: \$ 0.00
(actual consideration less amount paid for major items of personal property which are listed below)

In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises):

(4) Was there Buyer Financing YES [] NO [X] If yes, items (a) and (b) below MUST be completed
(a) Type of Buyer Financing - check where applicable
Conventional Bank Loan [] Like Kind Exchange []
Cash Sale [] Assumed Mortgage []
FHA, FmHA, SDHA Loan [] Farm Credit Service []
Contract for Deed [] [must complete part (b)]
(b) Contract for Deed YES [] NO []
Down Payment
Monthly/Yearly Payment Interest Rate
No. of Payments Balloon Payment

Signature of seller, Buyer, or agent of

Date



MILITARY RD

CENTENNIAL DR

GATEWAY DR

FIMCO LANE

MERRILL AVE

ROSE ST

VICTOR AVE

WALLACE AVE

June 4, 2018



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: 6/4/2018
Re: Change Order #3 – Sioux Laundry Forcemain

Background: the seeding for the Sioux Laundry Forcemain project is completed. The costs came in lower than expected. The change order presented would reduce the cost of the contract by \$1,655.

Financial Consideration: a reduction in contract price by \$1,655

Recommendation: Approval of Change Order #3 for the Sioux Laundry Forcemain

CHANGE ORDER

Change Order No: Three

Date: May 8, 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:

Final Adjusted Quantities for Seeding (See Attached) Deduct \$1,665.00

Justification:

Requested by the contractor

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$213,693.50

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$200,376.01.

The CONTRACT PRICE due to this CHANGE ORDER will be increased by:
\$1,665.00.

The new CONTRACT PRICE including this CHANGE ORDER will be \$202,041.01

Change to CONTRACT TIME:

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

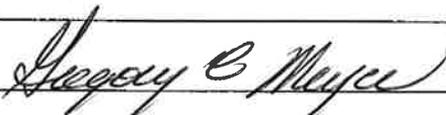
The date for completion of all work will be December 1, 2017 (Date).

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

Deb Anema 5-9-18

Pay Request Four
 Sioux Laundry Force Main Project
 8-May-18

No.	Description	Quantity	Units	Unit Price	Total	Vander Pol Exc.	P A Pay Request Three	Change Order Two	Pay Request Four	Change Order Three
							Quantity	Add/Delete	Quantity	Add/Delete
								Amount		Amount
1	8" Force Main w/ bedding & wire	2102	l.f.	\$ 49.60	\$ 104,259.20		2146	\$ 106,441.60	2146	\$ 106,441.60
2	8" Force Main w/ restrained jts.	42	l.f.	\$ 66.00	\$ 2,772.00		0	\$ -	0	\$ -
3	Fittings	444	lbs.	\$ 7.00	\$ 3,108.00		620	\$ 4,340.00	620	\$ 4,340.00
4	8" Gate valve and box	1	e.a.	\$ 1,715.00	\$ 1,715.00		1	\$ 1,715.00	1	\$ 1,715.00
5	6" Gate valve and box	2	e.a.	\$ 1,300.00	\$ 2,600.00		2	\$ 2,600.00	2	\$ 2,600.00
6	10" Gate valve & box	1	e.a.	\$ 2,390.00	\$ 2,390.00		1	\$ 2,390.00	1	\$ 2,390.00
7	Tie into existing force main	2	e.a.	\$ 1,900.00	\$ 3,800.00		2	\$ 3,800.00	2	\$ 3,800.00
8	16" Casing by Excavation	42	l.f.	\$ 95.00	\$ 3,990.00		0	\$ -	0	\$ -
9	Check valve & manhole	1	e.a.	\$ 8,600.00	\$ 8,600.00		1	\$ 8,600.00	1	\$ 8,600.00
10	Casing end seal	4	ea.	\$ 125.00	\$ 500.00		0	\$ -	0	\$ -
11	Exploratory Excavation	1	e.a.	\$ 1,300.00	\$ 1,300.00		1	\$ 1,300.00	1	\$ 1,300.00
12	2" Insulation	80	sq. ft.	\$ 4.00	\$ 320.00		0	\$ -	0	\$ -
13	Air & Vacuum Relief Manhole	2	e.a.	\$ 4,100.00	\$ 8,200.00		2	\$ 8,200.00	2	\$ 8,200.00
14	Clean Out	4	e.a.	\$ 2,600.00	\$ 10,400.00		4	\$ 10,400.00	4	\$ 10,400.00
15	Saw Cut Asphalt or Concrete	542	l.f.	\$ 7.00	\$ 3,794.00		506	\$ 3,542.00	506	\$ 3,542.00
16	Remove Asphalt Pavement	62.3	sq. yds.	\$ 11.00	\$ 685.30		32	\$ 352.00	32	\$ 352.00
17	Remove Concrete Pavement	198	sq. yds.	\$ 11.00	\$ 2,178.00		166.2	\$ 1,828.20	166.2	\$ 1,828.20
18	6" Thick Concrete Patch	260	sq. yds.	\$ 81.00	\$ 21,060.00		226.41	\$ 18,339.21	226.41	\$ 18,339.21
19	Remove & Replace Sign (single post)	1	e.a.	\$ 200.00	\$ 200.00		5	\$ 1,000.00	5	\$ 1,000.00
20	Remove & Replace Sign (Sioux Lndry)	1	e.a.	\$ 750.00	\$ 750.00		1	\$ 750.00	1	\$ 750.00
21	Seeding	1.5	Acres	\$ 4,500.00	\$ 6,750.00		0	\$ -	1.77	\$ 7,965.00
22	Mulch	2.2	tons	\$ 800.00	\$ 1,760.00		0	\$ -	2.6	\$ 2,080.00
23	Fertilizer	360	lbs.	\$ 2.00	\$ 720.00		0	\$ -	425	\$ 850.00
24	Curb Inlet Protection	2	e.a.	\$ 250.00	\$ 500.00		2	\$ 500.00	2	\$ 500.00
25	Silt Fence	108	l.f.	\$ 6.00	\$ 648.00		0	\$ -	0	\$ -
26	Gravel Repair Limestone	21	tons	\$ 38.00	\$ 798.00		0	\$ -	0	\$ -
27	Gravel Temporary Repair	32	tons	\$ 28.00	\$ 896.00		16	\$ 448.00	16	\$ 448.00
28	Trench Backfill	200	cu. yds.	\$ 22.00	\$ 4,400.00		0	\$ -	0	\$ -
29	Traffic Control	1	e.a.	\$ 3,600.00	\$ 3,600.00		1	\$ 3,600.00	1	\$ 3,600.00
30	Incidentals	1	L.S.	\$ 11,000.00	\$ 11,000.00		1	\$ 11,000.00	1	\$ 11,000.00
Total Base Bid						\$ 213,693.50		\$ (870.79)	\$ 202,041.01	\$ 1,665.00



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: 6/4/2018
Re: Streeter Drive Trail Agreement

Background: The South Dakota DOT has sent an agreement for the Transportation Alternatives Grant (TAP) the City applied for in late 2017. The project is estimated to cost \$326,302.21 with the state paying \$244,726.65 and the City paying \$81,575.55. The City's portion would need to be budgeted for FY2019 and if it is not budgeted for the project would not be completed. Further grant opportunities are being applied for to cover the City's portion of the cost.

The agreement is between the State and the City. The State will act as the main entity on the project and will be responsible for contractor oversight through the engineering firm SEH, who the City choose to do the work because they are State's consultant retainer list. The City's portion of the funding would be remitted back to the State.

If the project comes in above the estimated amount of \$326,302 then the City will be able to cancel the project or proceed. The project will replace the only section of trail in the community that is asphalt. After this is complete the complete trail system from Military Road Bridge to the Adam's Nature Center will be concrete.

Financial Consideration: Eventually \$81,575.55 in FY2019 if the Council moves forward with the funding during the FY2019 budget cycle

Recommendation: Approval of the SD DOT Transportation Alternatives Agreement

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ALTERNATIVES (TA)
AGREEMENT**

THIS AGREEMENT is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of North Sioux City, South Dakota, referred to in this Agreement as the "CITY."

BACKGROUND:

1. The STATE has determined that TAP project number P TAPU(21) PCN 06N6 in the city of North Sioux City, South Dakota, referred to in this Agreement as the "Project," is eligible for funding under the Fixing America's Surface Transportation Act (FAST Act) for Transportation Alternatives;
2. The CITY has submitted an application to sponsor the Project, which the STATE has accepted. A copy of the application is made part of this Agreement by reference;
3. The Project's cost estimate is as follows: Two Hundred Forty-five Thousand Six Hundred Thirty-six Dollars (\$245,636.00) in infrastructure, Thirty-four Thousand Three Hundred Nineteen Dollars (\$34,319.00) for design engineering, and Forty-six Thousand Three Hundred Forty-seven Dollars (\$46,347.00) for construction engineering;
4. Prior to bid letting advertisement and upon receiving the final plans, if the STATE, in its sole discretion, estimates the amount of the infrastructure portion of the Project (the STATE'S estimated amount) will be more than the eligible amount of infrastructure funding set out above in Background paragraph 3, the STATE will not pursue Federal Highway construction authorization for the Project until either: a) the plans are revised to reduce infrastructure costs to a level at or below the eligible amount of infrastructure funding, or b) the CITY agrees in writing to fund the difference between the STATE'S estimated amount and the eligible amount of infrastructure funding; and
5. Once the Project has been let and the contract is awarded to the successful low bidder, if the cost of the infrastructure portion of the Project, as bid, exceeds the STATE'S estimated amount, as-bid costs that exceed the STATE'S estimated amount will be eligible for Federal Highway funding. The STATE will pay the as-bid costs and the CITY will pay the STATE for the CITY'S match of the as-bid costs.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

I. THE STATE'S DUTIES AND RESPONSIBILITIES:

- A. The STATE will provide technical assistance for the Project and review plans and specifications.
- B. The STATE will develop the Scope of Services for the design of the Project and will issue the work order for the consulting firm the CITY selects from the STATE consultant retainer list to design the Project.
- C. The STATE will issue a Notice to Proceed letter for the work order to the consulting firm selected by the CITY from the STATE consultant retainer list following full execution of this Agreement and receipt of federal authorization of the Project for the Scope of Services for the design portion of the Project.
- D. The STATE will use the STATE'S best efforts to obtain Federal Highway Administration authorization of the Project.
- E. The STATE will advertise, let to contract, award, and be the contracting party for the infrastructure items of the Project, as detailed in the attached **Exhibit A**.
- F. The STATE will obtain the CITY'S concurrence before authorizing any changes to the Project work under the STATE approved Project plans and specifications.
- G. The STATE will provide construction administration for the infrastructure portion of the Project and make all progress payments for the infrastructure portion of the Project directly to contractors, suppliers, and vendors with TAP funds, up to a maximum of Two Hundred Forty-four Thousand Seven Hundred Twenty-six Dollars and Fifty Cents (\$244,726.50). The STATE will bill the CITY for the

twenty-five percent (25%) match on TAP funds, any costs exceeding Three Hundred Twenty-six Thousand Three Hundred Two Dollars (\$326,302.00), any non-participating costs, and any costs deemed ineligible.

II. THE CITY'S DUTIES AND RESPONSIBILITIES:

- A. The CITY will concur with the design of the Project to ensure the design meets the CITY'S needs.
- B. The CITY will arrange for all needed right-of-way and utility adjustments and certify that all right-of-way and utility adjustments or agreements are in place prior to the STATE'S advertisement and the letting of the Project.
- C. The CITY will obtain all the necessary Project related environmental clearances, approvals, and permits and any other federally required clearances, approvals, or permits, including, but not limited to, Federal Emergency Management Agency (FEMA) flood plan insurance maps and those from the State Historical Preservation Office; Tribal Consultation; U.S. Army Corps of Engineers; U.S. Fish and Wildlife Service; and the Departments of Game, Fish and Parks and Environment and Natural Resources. The CITY will submit documentation to the STATE verifying Project approval has been obtained from the required agencies prior to receiving STATE'S approval of the Project.
- D. The CITY will perform all management, operation, and maintenance of the Project once these items are completed. The required maintenance will include, but not be limited to:
 - i. Debris and litter removal;
 - ii. Maintenance and replacement of sidewalks, curb ramps, and detectable warnings, in accordance with the Americans with Disabilities Act;
 - iii. Maintenance, repair, and replacement of the Project;
 - iv. Snow and ice removal and any necessary hauling of snow that has been removed all in accordance with the CITY'S policy and practices;
 - v. Sweeping;
 - vi. Mowing where undesirable or noxious vegetation exists; and
 - vii. Any repair or maintenance of the STATE'S right-of-way related to or necessitated by the installation, repair, and maintenance of the Project.
- E. The CITY will make no operational adjustments without prior written approval from the STATE and Federal Highway Administration.
- F. If the CITY defaults under this Agreement, the CITY will reimburse the STATE and the Federal Highway Trust Fund the amount of all funds expended under the Project for the CITY'S infrastructure Project items.
- G. Upon receipt of billings from the STATE for the infrastructure portion of the Project, the CITY will promptly pay the STATE for the CITY'S twenty-five percent (25%) match on TAP funds, any costs exceeding Three Hundred Twenty-six Thousand Three Hundred Two Dollars (\$326,302.00), any non-participating costs, and any costs deemed ineligible.
- H. The CITY will indemnify and defend the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of any act or omission of the CITY or the CITY'S officers, agents, or employee. The CITY is not required to be responsible for nor to defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.
- I. The CITY will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY will procure all licenses, permits, or other rights necessary for the fulfillment of their obligations under this Agreement. The CITY'S noncompliance with these requirements will be cause for the STATE to withhold participation and reimbursement.
- J. The CITY warrants that the CITY has not employed or retained any company or person, other than a bona fide employee working solely for the CITY, to solicit or secure this Agreement, and that the CITY has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CITY, any fee, commission, percentage, brokerage fee, gifts, or any other consideration,

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the STATE will have the right to terminate this Agreement without liability, or, in the STATE'S discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- K. The CITY will be bound by **Exhibit B**, entitled, "Standard Title VI/Nondiscrimination Assurances Appendix A & E," attached to and made a part of this Agreement by reference.
- L. The CITY will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.
- M. All project charges will be subject to audit in accordance with the STATE'S current procedures and U. S. Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.

The CITY will maintain accurate cost accounting systems for all costs incurred under this Agreement and clearly identified with activities performed under this Agreement.

Upon reasonable notice, the CITY will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CITY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

If the CITY expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any CITY fiscal year covered, in whole or in part, under this Agreement, then the CITY will be subject to the single agency audit requirements of the US Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. If the CITY expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) during any CITY fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs, and adherence to Agreement provisions.

- N. The CITY will report to the STATE any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the CITY, the STATE, or the STATE'S officers, agents, or employees to liability. The CITY will report any such event to the STATE immediately upon discovery.

The CITY'S obligation under this section will only be to report the occurrence of any event to the STATE and to make any other report provided for by their duty or applicable law. The CITY'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the STATE under this section will not excuse or satisfy any obligation of the CITY to report any event to law enforcement or other entities under the requirements of any applicable law.

- O. The CITY may not assign, sublet, or transfer this Agreement or any interest in this Agreement without the STATE'S written permission to do so.
- P. The CITY certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Q. The CITY certifies, to the best of the CITY'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative Agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the CITY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CITY will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

- R. The CITY will be solely responsible for any damages to the Project, including, but not limited to, damages as a result of traffic accident impact and vandalism.
- S. The CITY will assume all risk of loss or damage to the Project, inclusive of free or unused materials, supplies, and equipment, however caused, resulting directly or indirectly, by reasons of the construction, repair, replacement, maintenance, removal, or use of the Project, and releases the STATE from any and all liability on account of such loss or damage, whether or not the negligence of the STATE contributed to this loss or damage in whole or in part.
- T. The CITY will be responsible for any injury or property damage suffered by any user of the Project traveling through or within the STATE'S right-of-way.
- U. The CITY will limit the use of the Project to use by the general public and for no other purpose.
- V. If the CITY anticipates performing construction activities, the CITY will be required to furnish the STATE the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:
 - i. Commercial General Liability Insurance:

The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.00.
 - ii. Business Automobile Liability Insurance:

The CITY will maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
 - iii. Workers' Compensation Insurance:

The CITY will procure and maintain workers' compensation coverage as required by South Dakota law.

III. THE PARTIES FURTHER UNDERSTAND AND MUTUALLY AGREE AS FOLLOWS:

- A. Neither the STATE nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the CITY under this Agreement prior to the date of the STATE'S written Notice to Proceed.
- B. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
- C. This Agreement depends upon the continued availability of federally appropriated funds and expenditure authority from Congress for the Transportation Alternative Program. If for any reason Congress fails to appropriate Transportation Alternative Program funds or grant expenditure authority, or Transportation Alternative Program funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

- D. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
- E. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire Agreement with respect to the subject matter.
- F. The STATE may terminate this Agreement with or without cause. If the CITY breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice. If the STATE terminates this Agreement for such a default, the STATE may adjust any payment due to the CITY at the time of termination to cover any additional costs to the STATE due to the CITY'S default. If after the STATE terminates for a default by the CITY it is determined the CITY was not at fault, then the CITY will be paid for eligible services rendered and expenses incurred up to the date of termination.
- G. If the STATE terminates this Agreement for fault on the part of the CITY, the STATE will be entitled to recover payments made to the CITY.
- H. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- I. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
- J. Any dispute between the parties concerning this Agreement will be referred to the Secretary of the South Dakota Department of Transportation or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties to this Agreement.
- K. Any notice or other communication required under this Agreement will be in writing and sent to the STATE at 700 East Broadway, Pierre, SD 57501-2586. Notices will be given by and to Jerry Ortbahn, Office of Project Development on behalf of the STATE, and by and to Randy Fredricksen, Mayor, on behalf of the CITY, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, or, if personally delivered, when received by such party; provided, however, that notice of default or termination will be sent by registered or certified mail.
- L. The STATE may, at any time, revoke this Agreement and notify the CITY that the CITY must remove or permit the removal of the Project from the right-of-way by a date certain. Removal of the Project will consist of removing the sidewalk and back-filling the disturbed area to maintain or restore adequate stability. If revocation of this Agreement is due to a proposed change in the highway, the STATE will give the CITY at least ninety (90) days' written notice of the need to remove the Project. Upon notification from the STATE that the Project must be removed, the CITY will, at the CITY'S sole cost and expense, remove the Project from the right-of-way no later than the date designated by the STATE. The CITY will not be entitled to any compensation of any kind for removal of the Project from the right-of-way. If the CITY does not remove the Project by the designated deadline, the STATE may remove and dispose of the Project. The parties agree that removal of the Project from the right-of-way may entail removal of those portions of the Project which do not occupy the right-of-way. The CITY will hold the STATE, its employees, officers, agents, and contractors, harmless for any damage to the Project, including any portion of the Project which does not occupy the right-of-way, and for any damage to the CITY'S property.

IV. TERM

The effective date of this Agreement will be the date this Agreement is signed by the STATE'S Project Development Engineer. The CITY will complete the work contemplated by this Agreement within three (3) years of this Agreement's effective date.

- V. SIGNATURE AUTHORITY.** The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of

the CITY'S Council or Commission minutes or resolution authorizing the execution of this Agreement by the CITY'S authorized representative is attached to this Agreement as **Exhibit C**.

The CITY and the STATE, by signing this Agreement, evidence authority to enter into this Agreement through formal action of their governing bodies.

City of North Sioux City, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Project Development Engineer

Date: _____

Date: _____

Attest:

City Auditor/Clerk

(City Seal)



Project: **Streater Drive Bike Path Improvements**
 Preliminary Engineer's Estimate - Transportation Alternative Grant Application
 Location: **North Sioux City, SD**
 SEH No. **NSIOU 142511**
 09/26/2017

*Note: Estimate uses SDDOT Average Unit Prices from All Bids (from 1/1/16 to 12/31/16) with a 1.0816% cost increase factored in for construction in 2020 (4% annual increase). DOT Average Bid Prices were not used on Lump Sum Items.

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL EST. QTY	EST. UNIT PRICE	TOTAL EST. COST	Federal Share	Local Match
							EST. COST (75%)	EST. COST (25%)
1	009E0010	Mobilization	LS	1.0	\$20,000.00	\$20,000.00	\$15,000.00	\$5,000.00
2	110E1Q10	Remove Asphalt Concrete Pavement	SqYd	2,802.2	\$3.41	\$14,072.92	\$10,554.61	\$3,518.20
3	120E0010	Unclassified Excavation	CuYd	681.2	\$12.93	\$7,843.03	\$5,882.27	\$1,960.76
4	230E0020	Contractor Furnished Topsoil	CuYd	173.5	\$27.04	\$4,690.94	\$3,518.20	\$1,172.73
5	260E2010	Gravel Cushion	Ton	1,124.2	\$19.47	\$21,886.06	\$16,414.53	\$5,471.51
6	632E1320	2.0" x 2.0" Perforated Tube Post	Ft	27.2	\$10.75	\$292.49	\$219.32	\$73.11
7	632E3203	Flat Aluminum Sign, Nonremovable Copy High Intensity	SqFt	9.0	\$13.02	\$117.20	\$87.90	\$29.30
8	634E0120	Traffic Control, Miscellaneous	LS	1.0	\$2,704.00	\$2,704.00	\$2,028.00	\$676.00
9	651E0090	6" Concrete Sidewalk	SqFt	23,420.0	\$3.73	\$194,264.88	\$145,698.01	\$48,566.87
10	661E7000	Type 1 Detectable Warnings	SqFt	80.0	\$44.08	\$3,526.40	\$2,644.80	\$881.60
11	730E0205	Type C Permanent Seed Mixture	Lb	3.9	\$27.04	\$104.87	\$78.51	\$26.37
12	731E0200	Fertilizing	Ton	0.2	\$1,352.00	\$270.40	\$202.80	\$67.60
13	732E0100	Mulching	Ton	0.4	\$270.40	\$108.16	\$81.12	\$27.04
14	734E0010	Erosion Control	LS	1.0	\$4,008.00	\$4,008.00	\$3,006.00	\$1,002.00
15	900E1320	Construction Entrance	Each	2.0	\$1,091.00	\$2,182.00	\$1,636.50	\$545.50
16	Special	Haul Road Restoration	LS	1.0	\$5,408.00	\$5,408.00	\$4,056.00	\$1,352.00
						Estimated Construction Subtotal:	\$167,479.33	\$55,826.45
						Construction Contingency (10%):	\$16,747.93	\$5,582.64
						CONSTRUCTION TOTALS:	\$184,227.26	\$61,409.09
						Design Engineering (Task 13 omitted)	\$21,895.36	\$7,329.78
						Design Engineering (Task 13)	\$3,790.00	\$1,263.00
						Design Engineering Total	\$25,739.36	\$8,579.79
						Construction Engineering	\$48,348.58	\$11,586.87
						OVERALL PROJECT TOTAL	\$244,726.65	\$81,575.55



CONSULT SEE SHEET 2107/2216 FOR PROJECT LOCATION AND TRAIL SYSTEM

	<p> PHONE: 605.330.7000 401 EAST 8TH STREET SUITE 306 SIOUX FALLS, SD 57103-7032 www.sehinc.com </p>	FILE NO. NSIOU 142511 DATE: 9/25/2017	LOCATION MAP STREETER DRIVE BIKE PATH IMPROVEMENTS NORTH SIOUX CITY, SOUTH DAKOTA	EXHIBIT NO. 1
--	--	--	--	--------------------------------

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATIONSTANDARD TITLE VI/NONDISCRIMINATION ASSURANCES
APPENDIX A & E

MARCH 1, 2016

During the performance of this contract, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

From: Darrell Jesse
To: [Ted Cherry](#)
Subject: FW: Streeter Drive Trail Grant
Date: Friday, June 01, 2018 3:57:41 PM
Attachments: [4063_001.pdf](#)

Ted,

I did have any opportunity to review the attached agreement with the State DOT for the trails grant. The total project cost was estimated to be \$326,302. The City's obligation is 25% of the infrastructure costs of \$245,636 and any costs exceeding the total project costs (if any) and any ineligible costs.

I did want to point out the following provisions:

1. Under Article II, the City's Duties and Responsibilities, the City must arrange for all required ROW and utility adjustments. In addition the City is responsible for all environmental and any other federal approvals if necessary.
2. If for some reason the City defaults all of the federal and state funds must be repaid.
3. The City represents they have not hired any third party to obtain the grant funds.
4. You may want to share with Susan the audit and accounting requirements for the federal funds under Article II, Section M.
5. SDPAA and/or Claims Associates should be able to provide you with the certificates of insurance required under Article II, Section V.
6. Any disputes between the City and State will be referred to the Secretary of the DOT for resolution. In the unlikely event there is litigation it will take place in Pierre (6th Judicial Circuit).
7. Please note the ability of the State to revoke the agreement and require the City to remove the Project from the ROW (Article III, Section L), at the City's cost.
8. Finally, the Project must be completed in three years from when the agreement is signed, the effective date.

Please let me know if you have any questions.

Thank you.

Darrell



Darrell A. Jesse
Crory, Huff, Ringgenberg, Hartnett & Storm, P.C.
711 Sioux Point Road, Ste 200
Dakota Dunes, SD 57049
p 605-232-3340
f 605-232-8931



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: 6-4-2018
Re: Lakeshore Estates Sewer Depth

Background: More information has been made aware to the City regarding the depths of the proposed sewer at Lakeshore Estates. Previous questions were regarding the height of houses, the need to dewater the development area, and surrounding area infrastructure.

DGR and Greg Meyer have provided memos for the Council's consideration.

Financial Consideration: None

Recommendation: None at this time until discussion with Council during the meeting.

Honorable Randy Fredericksen, Mayor
Members of the City Council
City of North Sioux City
504 River Drive
North Sioux City, SD 57049

June 1, 2018

Mayor Fredericksen and Members of the Council:

Re: Lakeshore Estates

I am writing to respond to the Kyle Mullenix Memo to File dated May 29, 2018. My position on this subject, is to provide the City with the information to make a decision. The Memo states "least amount of cover for the sewer is near the low point of each side street" which is described as "Point 1 on Exhibit A". The sewer slope is very flat at approximately 3 inches per 100 feet; so the area of impact is larger than a 'point'. I have attached the "Exhibit A with additional depth of sewer information for your consideration.

The Table of Elevations (Exhibit B) which the Memo indicates is in the format that I presented to the Council makes some changes to my information as follows:

- a.) The depth of footing and floor slab is reduced by 2.75 inches. I would not recommend restricting the footing depth.
- b.) The service pipe is reduced from 6" to 4" which makes the tolerance for footing clearance tighter.
- c.) The height of connection into the sewer main is reduced by 2", which means the pipe layer for the sewer contractor must be critical with the position of the fitting used for connection.

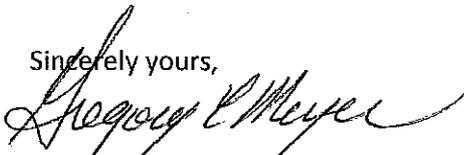
Regarding the effects of raising the sewer on surrounding property, I offer the following:

The Memo indicates the depth at point 3 is 8.99 ft. There should be a reduction in depth 0.2 ft. for two manholes which results in a depth of 8.79 ft. assuming the street is at the top of the existing ground elevation. The difference in sewer depths calculated for points 4 and 5 is a result of the distance assumed. I used 400 feet and the Memo used 300 ft. east or west. Using my distance the depth is reduced to 7.79 at points 4 and 5. There should also be some consideration to possible street depth which should be compared to Bruneau Drive which is not available.

In summary, a house could be configured to reduce the number of houses that may require a pump if all goes well and as planned. I would not recommend cutting the elevations to those proposed in the Memo. I have marked up the Exhibit A to show the lots that I think would be subject to the depth limits assuming the north cul-de-sac would be constructed similar to the south cul-de-sac.

On May 11, 2018; the contractor excavated a hole to demonstrate the water conditions which are significant. At my request, the contractor excavated three additional holes. Assuming the ground water conditions are at uniform slope, I mapped the area sanitary sewer construction affected by the ground water. I have also proposed a change in the route of the sanitary sewer to reduce the ground water impact to what may be less than the proposed change in sewer depth. The alternate sewer route is shown along with the area thought to be impacted by ground water on the attached Exhibit C.

Sincerely yours,



Gregory C. Meyer, P.E.

Cc: City of North Sioux City

Ted Cherry

Tim Hogan

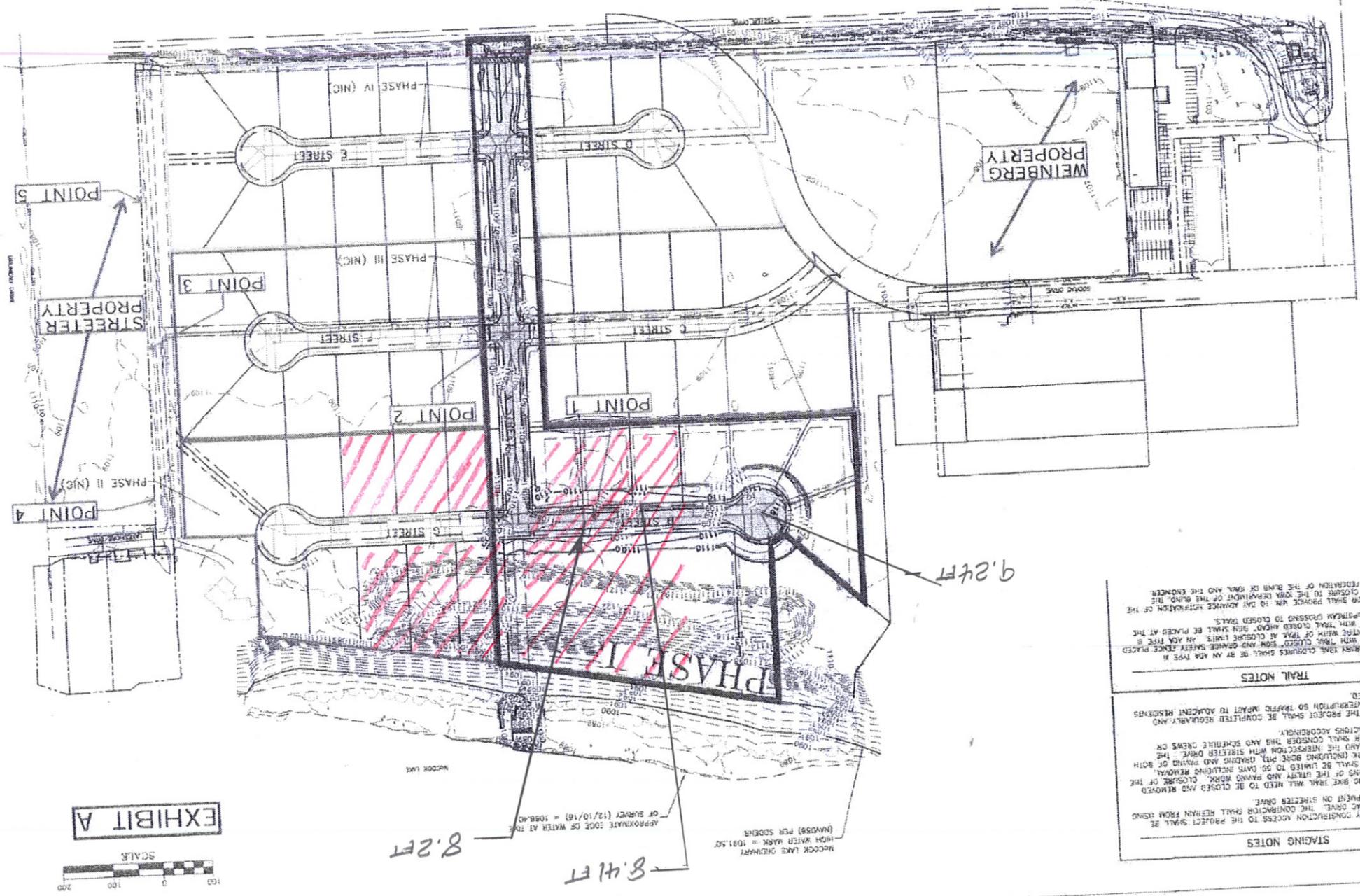


EXHIBIT A
 SCALE
 0 100 200
 FEET

- STAGING NOTES**
1. THE PRIMARY CONSTRUCTION ACCESS TO THE PROJECT SHALL BE FROM SIOUXAC DRIVE. THE CONTRACTOR SHALL REMAIN FROM USING HEAVY EQUIPMENT ON SHELTER DRIVE.
 2. THE EXISTING BIKER TRAIL WILL NEED TO BE CLOSED AND REMOVED FOR PORTIONS OF THE UTILITY AND GRADE WORK. CLOSURE OF THE BIKER TRAIL SHALL BE LIMITED TO 90 DAYS INCLUDING REMOVAL OF UTILITY WORK AND GRADE WORK AND REMOVAL OF BOTH UTILITY WORK AND THE INTERSECTION WITH SHELTER DRIVE. THE CONTRACTOR SHALL CONSIDER THIS AND SHELTER DRIVE 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 AT AN ADA TYPE II BARRICADE WITH "TRAIL CLOSED AHEAD" SIGNAGE. AN ADA TYPE II BARRICADE WITH "TRAIL CLOSED AHEAD" SIGNAGE SHALL BE PLACED AT THE NEAREST UPSTREAM CROSSING TO CLOSED TRAIL.
 2. CONTRACTOR SHALL PROVIDE AN ADA ADVANCE NOTIFICATION OF THE SCHEDULED CLOSURE TO THE TOWN DEPARTMENT OF THE SIOUX CITY NATIONAL FEDERATION OF THE BLIND OR BIA AND THE ENGINEER.

Sewer Minimum Depth Calculation

7-May-18

<u>Description</u>	<u>Elevation (feet)</u>	<u>Total</u>
Option One		
Centerline of Street	0	0.00
Top of Curb	0.19	0.19
Top of Foundation (above curb)	2	2.19
Depth of Foundation	-9	-6.81
Footing thickness	-1	-7.81
Pipe diameter	-0.67	-8.48
Pipe slope to main (2% for 85ft)	-1.7	-10.18
Connection to sewer main	-0.5	-10.68

Option Two

Raise house foundation to 3 ft. above the curb (normal per Roan

Flatten sewer slope to 1%

<u>Description</u>	<u>Elevation (feet)</u>	<u>Total</u>
Centerline of Street	0	0.00
Top of Curb	0.19	0.19
Top of Foundation (above curb)	3	3.19
Depth of Foundation	-9	-5.81
Footing thickness	-1	-6.81
Pipe diameter	-0.67	-7.48
Pipe slope to main (1% for 85ft)	-0.85	-8.33
Connection to sewer main	-0.5	-8.83

Option Three

Raise house foundation to 4 ft. above the curb and have steps to the lower garage floor.

Flatten sewer slope to 1%

<u>Description</u>	<u>Elevation (feet)</u>	<u>Total</u>
Centerline of Street	0	0.00
Top of Curb	0.19	0.19
Top of Foundation (above curb)	4	4.19
Depth of Foundation	-9	-4.81
Footing thickness	-1	-5.81
Pipe diameter	-0.67	-6.48
Pipe slope to main (1% for 85ft)	-0.85	-7.33
Connection to sewer main	-0.5	-7.83

Note:

Top of First Floor would be 1 ft. or more above the top of the foundation

Memo



TO: File
FROM: Kyle Mullenix
DATE: May 29, 2018
RE: Lakeshore Estates Raised Sanitary Sewer

The previously approved plans of 3-7-18 were revised to raise the sanitary sewer 2.5' to lessen the amount of groundwater encountered due to constructability concerns raised by the Contractor. These revised 4-18-18 plans were not approved at the 5-7-18 City Council Meeting due to concerns raised by the City's Engineer which are addressed below.

The possibility of basements needing sewer ejector pumps:

The least amount of cover for the sewer is near the low point of each side street which is one lot north or south of A Street as shown in the plans (see Point 1 on attached Exhibit A). For B Street, the sewer service nearest the street low point has an elevation of 1107.87 at the centerline of the street. The flowline of the sanitary sewer at Point 1 according to the 4-18-18 plans is 1099.61. This is a depth of 8.26' to the flowline of the sewer from the center of street or 8.45' below the top of curb. A table of elevations in the format presented to the Council by Greg Meyers on 5-7-18 is attached as Exhibit B.

The Developer will require that all houses be built with the main floor elevation an average of 3' higher than the top of curb as is typical in current new home construction. The sewer service grade of 1% which was approved in the 3-7-18 plans can serve 85' into the 160' lots in the worst case. The basement depth is just shy of 9 feet in the worst case. Lots closer to the culdesacs and/or farther east in the development will be able to provide 9' basement depth and serve basement level farther into the lot if necessary. **This example shows that a full basement can be served by the raised sanitary sewer without need for sewer ejector pumps throughout the development.**

The effects of raising the sewer on surrounding properties:

The Weinberg property is at the downstream end of the installed sewer where it is deepest in any scenario and would have no issues being served with sanitary sewer. Sanitary sewer depth at the south end of the Weinberg property is approximately 15.4' (SMH2 on Sheet D.01)

May 29, 2018

In regard to the Streeter property to the north per the 4-18-18 plans, the flowline of the sanitary sewer at the intersection of A Street and F Street is 9.6' deep at the center of street (see Point 2 on attached Exhibit A). At the previously approved sanitary sewer main grade of 0.25% and according to survey which shows the existing elevation of the property to be approximately 1109, this leads to sewer depths from 8.99' (Point 3) to 8.24' (Points 4 & 5) within the Streeter property. See the attached information in Exhibit B for further detail. **This shows that the 4-18-18 plans have similar ability to serve full basements within the Streeter property without sewer ejector pumps.**

Exhibit B

Point 1 Elevations

Location	Difference (ft)	Elevation above flowline (ft)
Centerline of street	.0	8.26
Top of curb	0.19	8.45
Top of foundation	3	11.45
Basement depth	-8.77	2.68
Basement floor/footing	-1	1.68
4" service pipe w/2" clear	-0.5	1.18
Pipe slope to main (1% for 85')	-0.85	0.33
Connection to sewer main	-0.33	0.00

Streeter Elevations

Centerline of street @ A St./F St. intersection – 1107.78 (Point 2)
 Flowline of F St. sewer @ A St./F St. intersection – 1098.18 (9.6' deep)
 $1098.18 + 730' \text{ (to south PL of Streeter property)} * 0.25\% = 1100.01$
 (8.99' deep to approximately 1109 ex. ground, Point 3)
 $1100.76 + 300' \text{ (development to either side of F St.)} * 0.25\% = 1100.76$
 (8.24' deep to approximately 1109 ex. ground, Points 4,5)

STAGING NOTES

1. THE STAGING CONSTRUCTION ACCESS TO THE PROJECT SHALL BE FROM SPOCK DRIVE. THE CONTRACTOR SHALL REMOVE FROM USING HEAVY EQUIPMENT ON STREETER DRIVE.
2. THE EXISTING BIKE TRAIL WILL NEED TO BE CLOSED AND REMOVED FOR PORTIONS OF THE PROJECT. THE CONTRACTOR SHALL REMOVE THE BIKE TRAIL AND CONSIDER THIS AND SCHEDULE CREWS OR SUBCONTRACTORS ACCORDINGLY.
3. WORK ON THE PROJECT SHALL BE COMPLETED REGULARLY AND WITHOUT INTERFERENCE SO TRAFFIC IMPACT TO ADJACENT RESIDENTS IS MINIMIZED.

TRAIL NOTES

1. ALL TEMPORARY TRAIL CLOSURES SHALL BE BY AN ADA TYPE III MARKING AND SHALL BE PLACED AT 100' INTERVALS. ADA TYPE III MARKINGS WITH TRAIL CLOSURE AND/OR SIGNAL SHALL BE PLACED AT THE ENDS OF TRAIL CLOSURES.
2. CONTRACTOR SHALL HAVE AN ADA DIVISION REPRESENTATIVE OF THE NATIONAL FEDERATION OF THE BLIND OF IOWA AND THE SUNDREN.



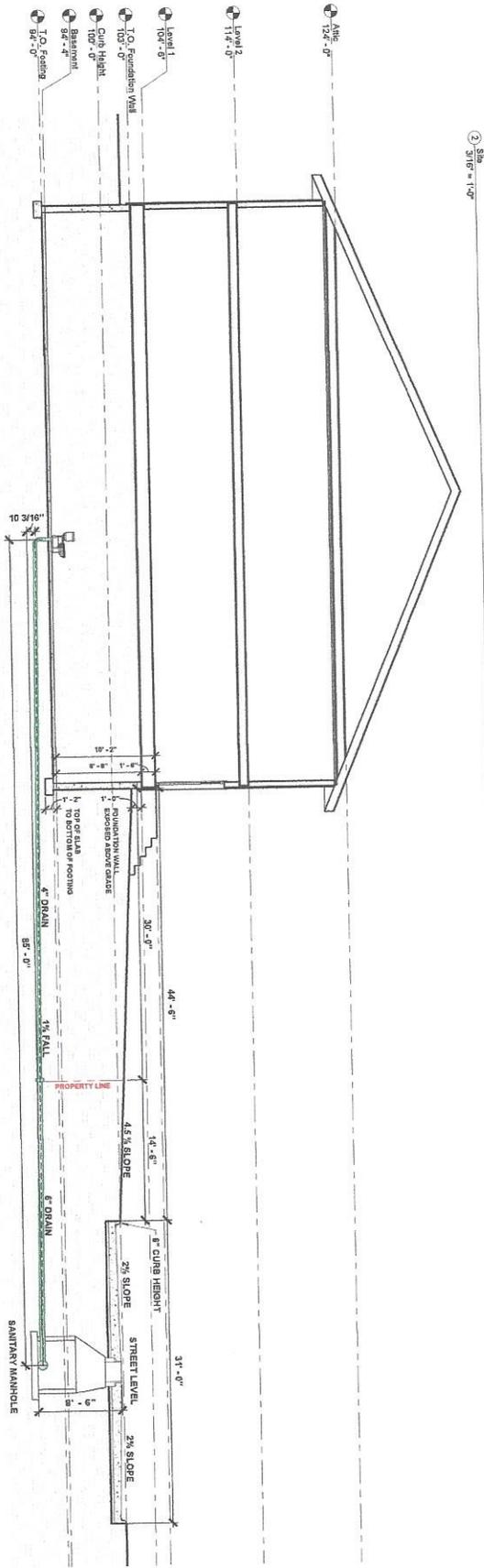
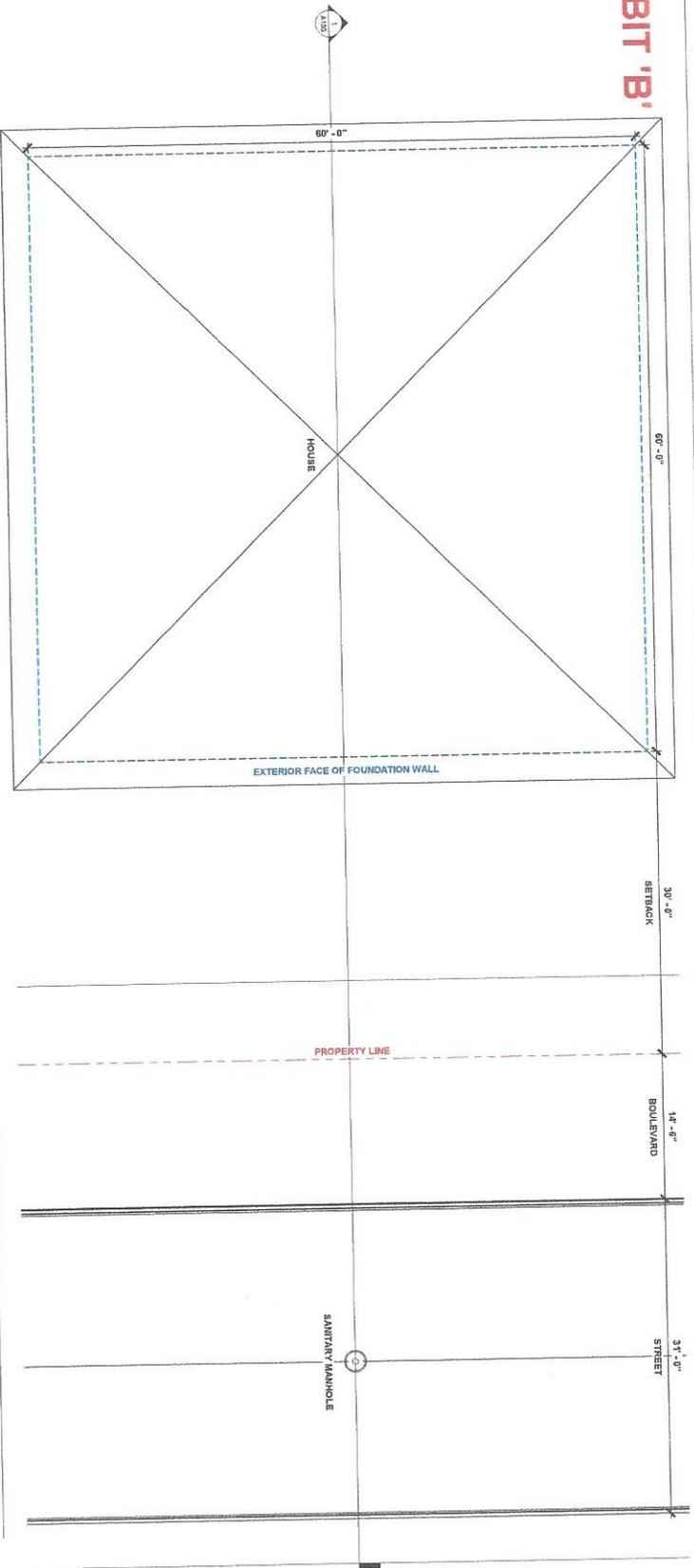
Project Manager: B. WELLS
 Designer: K. MULLENIX
 Project Number: 266103
 Phone: (712) 266-1554

STAGING PLAN

June 4, 2018

LAKESHORE ESTATES
 PHASE I SITE IMPROVEMENTS
 NORTH SIOUX CITY, SD

EXHIBIT 'B'



1 Sanitary Section
S/S = 1/4"

2 S/P
S/P = 1/4"

No.	Description	Date



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: 6/4/2018
Re: Solid Waste Fund Discussion

Background: Previously the Council was made aware that the Solid Waste Fund was not solvent. Prior to the FY2017 budget year the expenses that should have been associated with that fund were not allocated properly, that issue has since been resolved. Due to the expenses being allocated in a more representative way the Solid Waste Fund is running a deficit. This deficit was approximately \$19,000 in 2017 with the trend expected to continue in FY2018 and in the future. Currently the fund has enough reserves, but moving forward into the future something should be done with the fund. Administration would like the Council to have a discussion regarding the fund and some ideas will be presented.

The main reason for the fund no longer covering the expenses is that previous to FY2017 salary and benefit expenses were not being allocated to the fund. We have 1 part time position that does our weekly dumpster day on Tuesday, Thursday, and Saturday for 4 hours each day. Also, free dumpster weekends are paid at overtime to the shop personnel. Additionally, some billing personnel expenses should be associated with the Solid Waste Fund because of the time it takes to complete the processes associated with the billing. These items have been fixed in FY2017 and FY2018 and those expenses are hitting the right fund.

Revenues for the fund come in two main ways. The first is from fees charged for residential waste removal. Currently the charge is \$12.65 per month for garbage and recycling removal. Seniors are given a 10% discount on this service as is the case with other utility services. The \$12.95 is the cost of the can collection plus a 10% administration fee. In FY2017 the collection fees were \$109,451.83. The second source of revenue is for dumpster fees and people going to the City Shop to use the large dumpster for larger waste. The fees collected in FY2017 were \$1,944. Current dumpster fees are \$5 per small load, \$15 per medium load, \$30 per large load, and \$3 per tire. Previously it has been understood that the dumpster collection is done more as a benefit to the community to clean up waste than it has been about a way to generate revenue to cover expenses.

Barring any changes made to the way the fund currently works transfers from unassigned cash would need to be made on a yearly basis to cover the deficit set by current spending.

Attached you will find a spreadsheet that show when people use the dumpsters on given days and in given months. Some months will be the same as the year total because we do not have data yet on those months in FY2018.

Possible options for the Council to consider

- Drop to only Saturday in Jan., Feb., Nov., Dec. – Savings of approximately \$2,600 per year
- Drop to 2 days rest of months – Savings of approximately – Savings of approximately \$2,600 per year
- Increase dumpster fees (Example \$10, \$20, \$35) – Increase in revenue by approximately \$1,600
- Increase in the cost of residential collection fees to 15% over contract amount - increase in revenue by approximately \$5,500

- Decrease in the number of hours spent during spring/fall dumpster weekend – Approximate savings of \$1,500
- A slight rearrangement of personnel costs for FY2019 could be found to reduce costs by approximately \$2,500

Financial Consideration: None at this time

Recommendation: General discussion on the Solid Waste Fund.

	Tuesday	Thursday	Saturday										
FY2017	80	59	119										
Jan. 2017 - May 2018	99	77	150										
	Jan.	Feb.	March	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	
FY 2017	10	12	16	24	23	37	18	27	26	21	25	19	
Jan. 2017 - May 2018	21	17	32	45	33	37	18	27	26	21	25	20	
Load Sizes	Small	Medium	Large										
FY2017	181	71	9										
Jan. 2017 - May 2018	225	95	12										

SOUTH DAKOTA MUNICIPAL LEAGUE

2018 Elected Officials Workshop

Wednesday, July 18, 2018

Ramkota Hotel and Conference Center • Pierre, SD

Agenda

- 9:00 a.m. **Registration** – *outside Amphitheater II*
- 9:30 a.m. **Welcome and Introduction to the League** – *Amphitheater II*
Lori Martinec, Director of Research and Training, South Dakota Municipal League
- 9:35 a.m. **Snapshot of Liability and Work Comp Issues** – *Amphitheater II*
Lynn Bren, Director of Member Services, SD Public Assurance Alliance
Brad Wilson, CIC, AIC, SDWCS, Administrator, SDML Work Comp Fund
- 10:30 a.m. **Municipal Officials and Employees** – *Amphitheater II*
Laurie Gronlund, Human Resource Director, City of Pierre
- 11:00 a.m. **Liquor Licensing and Laws** – *Amphitheater II*
Jason Evans, Deputy Director, Property and Special Taxes Division, SD Department of Revenue
- 11:45 a.m. **Lunch** (provided) – *Galleries DEF&G*
- 12:30 p.m. **Financial and Compliance Matters** - *Amphitheater II*
Rod Fortin, Director of Local Government Assistance, South Dakota Department of Legislative Audit
- 2:00 p.m. **Open Meetings and Executive Sessions - Do's and Don'ts** – *Amphitheater II*
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:00 p.m. **Conflict of Interest for Municipal Officials** – *Amphitheater II*
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:30 p.m. **Adjourn**

SOUTH DAKOTA MUNICIPAL LEAGUE

2018 Elected Officials Workshop

Wednesday, July 18, 2018

Ramkota Hotel and Conference Center • Pierre, SD

The purpose of this workshop is to provide a basic crash course on local government.

\$50.00 per person.

Includes workshop material, the SDML Handbook for Municipal Officials (\$60 value) and lunch.

Please be sure to register by the July 6th deadline.

~ THIS WORKSHOP IS OPEN TO ALL ELECTED OFFICIALS ~

REGISTRATION FORM

Municipality: _____

Please indicate Form of Government:

Aldermanic

Aldermanic with City Manager

Trustee

Commission

Commission with City Manager

Home Rule

Please Print Name and Title as you would like it to appear on the nametag:

Name

Title

Email

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number Attending _____ @ \$50.00 = \$ _____

Please return this form and payment by **July 6, 2018*** to:

**No refunds will be given after July 6, 2018*

SD Municipal League

208 Island Drive

Ft. Pierre, SD 57532

SDML OFFICE USE ONLY: DATE: _____ CHECK #: _____ AMOUNT: _____

DAKOTA VALLEY SCHOOL DISTRICT 61-8

North Central Association Accredited
A High Schools That Work Implementation Site

Kimberly Bacon, Scholarship Committee Chair

*The vision of
Dakota Valley High School
is to graduate productive citizens who
are lifelong learners.*

*The mission of
Dakota Valley Schools
is to ensure all students receive an
enriched educational experience
in a safe environment.*



PO Box 343
North Sioux City, SD 57049
Phone: 712-259-3222
Email: kbacon9@gmail.com



Dakota Valley Scholarship Committee

P.O. Box 343
North Sioux City, SD 57049

Dear City of North Sioux City,

Thank you so much for your generous contribution of five community scholarships. With the rising cost and the importance of advanced education, your donation makes a tremendous difference to the recipients and is an immeasurable investment in our future.

Thank you for the \$2,500 for the five scholarships. The scholarship will be announced on May 8, 2018 and the funds dispersed this summer upon proof of enrollment. This will serve as your receipt. Our Tax ID # is 46-0439901. We are a 501(c)3.

Thank you for your donation to the class of 2018 at Dakota Valley High School.

Sincerely,

Kimberly Bacon, Chair
Dakota Valley Scholarship Committee
Sally Tuttle, Treasurer
Cody Juffer Michelle Lukken
Shawn Keizer Lacey Storm



UNAPPROVED MINUTES
North Sioux City Planning Commission
April 25, 2018

The regular meeting of the North Sioux City Planning Commission was called to order by Streeter at 4:00 p.m.

Commission members present were: Holbrook, Linden, Mitchell, Olson and Streeter. Also in attendance were City Administrator Ted Cherry, Building Inspector Gary Roan and Finance Assistant Jennifer Roupe.

Motion by Linden, second by Mitchell to approve the agenda as presented. All members present voted aye. Motion by Mitchell, second by Holbrook to approve the April 11, 2018 minutes as presented. All members present voted aye.

New Business

Revised Lakeshore Estates Construction Plans Phase 1

Cherry updated commission members of the water table and the raising of the sanitary sewer lines. Greg Meyer informed that he would be revisiting the land before the next City Council Meeting and that his concerns are in regards to the underdeveloped property to the north.

Motion by Olson, second by Mitchell to approve the construction plans contingent upon Meyer's approval. All members present voted aye.

Survey Plat PLAT OF LOTS 1 THRU 35 RIVER VALLEY SECOND ADDITION IN THE N1/2 OF THE SW1/4 OF SECTION 15, T89N, R48W 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA VACATING PART OF SODRAC PARK TRACT 1 RECORDED IN BOOK 12 OF PLATS ON PAGE 57 THEREIN

Greg Meyer presented his update of the Phase II Punch List with both incomplete and completed findings. A memo packet was handed out to the commission members. Tim Brown with River Valley, addressed Greg's concerns and advised of the finished items. James Wiederrich with Woods, Fuller, Shultz & Smith P.C. spoke on behalf of River Valley.

Motion by Olson, second by Mitchell to approve the plat as presented contingent upon the City Engineer. All members present voted aye.

Other Business:

Roupe updated commission members of approved building permits by Roan, prior to meeting:

2 fence permits – Harvest Bend and Campbell St / 2 new single family homes – both on Wildflower Bend.

Motion by Mitchel, second by Olson to adjourn at 5:04 p.m. All members present voted aye.

Dated this April 25, 2018

Jennifer Roupe

Finance Assistant

UNAPPROVED MINUTES
North Sioux City Planning Commission
May 9, 2018

The regular meeting of the North Sioux City Planning Commission was called to order by Streeter at 4:00 p.m.

Commission members present were: Holbrook, Linden and Mitchell. Also in attendance were City Administrator Ted Cherry, Building Inspector Gary Roan and Finance Assistant Jennifer Roupe.

Motion by Mitchell, second by Holbrook to approve the agenda as presented. All members present voted aye.
Motion by Mitchell, second by Holbrook to approve the April 25, 2018 minutes as presented. All members present voted aye.

New Business

Consumer Supply- Roan informed of the expansion with the required retention pond. Retention pond is large enough to hold the additional capacity of the new building.

Motion by Holbrook, second by Mitchell to approve the construction plans and building permit as presented. All members present voted aye.

Survey Plat PLAT OF LOTS 1 THRU 35 RIVER VALLEY SECOND ADDITION IN THE N1/2 OF THE SW1/4 OF SECTION 15, T89N, R48W 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA VACATING PART OF SODRAC PARK TRACT 1 RECORDED IN BOOK 12 OF PLATS ON PAGE 57 THEREIN

Update of plat since last meeting. New requirements will be needed for any building permit allowed on Canterbury Streets. Those include a letter from Brown Wegher stating they approve of the design, site plans, easement locations must be located on the building plan, and a sidewalk must be shown on the plan. Occupancy permits will not be given and water will not be turned on unless a survey of the slope is done by a surveyor or engineer and the sidewalk must be installed.

Other Business:

Roupe updated commission members of approved building permits by Roan, prior to meeting:
2 fence permits – 922 Harvest Bend, 916 Harvest Bend / 1 above ground pool 113 Merrill Ave / addition to Morton building on 505 S Flynn St / 7 plex at 229 Centennial Dr.

Motion by Mitchell, second by Holbrook to adjourn at 4:09 p.m. All members present voted aye.

Dated this May 9, 2018

Jennifer Roupe
Finance Assistant