



*Where you want to be!*

North Sioux City, South Dakota  
**Regular Meeting of the City Council**  
September 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: August 20, 2018 Regular Meeting
- F. Agenda Items
  - 1. Plat – Gunderson Tract A
  - 2. Ordinance 2018-01- Full Service Liquor License – 2<sup>nd</sup> reading
  - 3. South Derby Lane Reconstruction – Change Order #1 – Time extension
  - 4. JEO Services Agreement – Levee Phase 2 Levee Survey
  - 5. Ordinance 2018-02 - FY2019 Budget – 1<sup>st</sup> Reading
- G. Community and Council Input
  - 1. \_\_\_\_\_
- H. Approval of Bills
- I. 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**  
August 20, 2018

Meeting called to order at 7:00 p.m. by Mayor Fredericksen. Berg, Blaeser, Carpenter, Cropley, Green, Parks and Slater were present. 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 Cropley to approve the agenda as presented. All members present voted aye.

Motion by Berg second by Green to approve the August 6 Regular Council Meeting Minutes, with Carpenter's community input change of the city from Pierre to Rapid City. All members present voted aye.

Library Director Liane Welte presented Council with a departmental update. Welte highlighted the new program style for this year's Summer Reading program noting increased patron and volunteer participation from last year. The six-week program had 1,377 participants, from all age groups. She highlighted attendance numbers for existing and new programs. Welte is appreciative of the community partnerships with local artists and the Union County Extension Office (SD State University) to provide additional opportunities to patrons. Membership numbers continue to grow, with an increase of 117 from last year. Welte invited everyone to participate in the August 26 Annual Lake Loop Fund Raiser which is sponsored by the Friends of the Library. Council members mentioned hearing good reports and complimented Welte and staff for their work.

Cherry presented conceptual designs, created by Heinken Schultz, for an electronic sign for the Library. The sign includes the departmental logo, books and either red or full color display. Discussion was held including: budgeted funds, color options, departmental logo vs the City logo and sign placement. Motion by Cropley to approve up to \$50,000 for the full color design using the City's logo. Motion seconded by Carpenter. All members present voted aye.

Copies of Ordinance 2018-01, 5.08 On Sale Licenses – Full Service Restaurants, was given to Council for the first reading. Section 5.08 was previously repealed in December 2009 due to Council's inability to set a license fee and ascertain liquor licenses sales. As outlined in SDCL 35-4, Full Service Restaurant Liquor Licenses have specific requirements associated with it. Based on population (SDCL 35-4-11), the City is allotted five on sale liquor licenses which are all in use. Andrew Nilges, North Sioux City Economic Development Executive Director, spoke regarding a business interested opening a restaurant/bar at the former Gateway building. The ability to sell liquor is an essential piece of their business plan. Additionally, the restaurant liquor license opens up other opportunities for business growth for more dining and entertainment options. Discussion was held. Fee considerations were discussed as well as future sales between individual parties, outside of the City's purview. Motion by Berg second by Parks to approve the first reading of Ordinance 2018-01, 5.08 On Sale Licenses – Full Service Restaurants as presented with legal consultation and fee set by resolution after the ordinance is passed. All members present voted aye.

Community/council input:

- 1) Green asked for clarification regarding sidewalks not being installed in sections of River Valley's development. Cherry responded these are being addressed and going forward the City is not issuing building permits if sidewalks are left off the plat.
- 2) Green also reported a smell coming from NutraFerma. Cherry was directed to send a letter to the company.
- 3) Parks thanks the Police Department for a successful National Nite Out event. He acknowledged the number of hours involved before and after the event. Parks also asked about budgeting more funds to cover vendor setup/take down. Concerns for liability were mentioned.
- 4) Berg thanked the Public Works Department for monitoring the sewer pumps during the latest storm. Parks also acknowledged their efforts to control the water break on North Derby Lane.

- 5) Mayor Fredericksen mentioned 15' pine trees available for free if the City wanted to replant them.
- 6) Carpenter asked regarding lots available in Wildflower Bend and tall weeds and dumping on lots without homes. Cherry will look into the concerns and address the developer.
- 7) Cherry reminded Council of upcoming meetings:
  - SDML Annual Conference October 3-5 – RSVP with Ted
  - Streetscape Public Meeting – September 18 at 7:00pm
  - Next Meeting – September 4 – Tuesday

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

|                             |          |                                   |
|-----------------------------|----------|-----------------------------------|
| BADER'S HWY STREETS         | 34972.00 | CRACK SEALING (15 STREETS)        |
| NATE BLAESER                | 252.00   | MLG REIMB-DRIVE TO PIERRE         |
| BOUNCE AROUND INFLTBLS      | 1007.99  | NAT'L NIGHT OUT WATER SLIDE       |
| BUELL WINTER MOUSEL & ASSOC | 36455.42 | LAKESHORE & FLYNN GENRTRS         |
| RITWAY BUSINESS FORMS       | 506.68   | CHECKS (4000)                     |
| CITY OF SIOUX CITY          | 33730.56 | JUL2018 SWR CHGS USAGE 15,616     |
| DERBY INSURANCE SVCS        | 1626.00  | AUG2018-AUG2019 HRC DIR & OFF INS |
| DIAMOND VOGEL PAINTS        | 221.23   | PAINT-RIVER GATES                 |
| ECI SYSTEMS                 | 3879.27  | PD-CLINTON CAMERAS (12)           |
| THOMPSON INNOVATION         | 66.00    | CH-ALARM MNTRNG AGRMNT            |
| FARMER BROS. CO.            | 83.26    | COFFEE (2 CS)                     |
| FERGUSON WATERWORKS         | 3733.48  | WATER METERS (12)                 |
| FRED PRYOR SEMINARS         | 49.00    | RNWL-KLOOSTRA                     |
| GILL HAULING                | 9798.33  | JUL2018 RESIDENTIAL WASTE         |
| HAWKINS, INC                | 3153.13  | CHLORINE (6), POTASSIUM (2)       |
| HENKINSCHULTZ               | 709.00   | DESIGN, LAYOUT & COORDINATION     |
| INGRAM LIB SVCS             | 1374.73  | BOOKS (110), DVD'S (9)            |
| JACK'S UNIFORMS & EQUIP     | 1277.80  | CLOTHING ALLOWANCE (4)            |
| EAKES OFFICE SLTNS          | 55.00    | SR CNTR-BATH TISSUE               |
| KEVIN ODELL ELECTRIC, INC.  | 1177.43  | PD-REPAIR EXTERIOR LIGHTS         |
| KTIV                        | 3400.00  | ADVERTISING 07/02-07/21           |
| LLOYD COMPANY               | 40.30    | BULK WATER REFUND                 |
| LOCAL NO. 749               | 236.00   | SEP2018 DUES                      |
| LYLES GAR DOOR SVC INC      | 91.84    | SVC CALL-REPLC CAPACITOR          |
| MERCY BUSINESS HEALTH SVCS  | 53.33    | AUG2018 EAP                       |
| MITCHELL ELECTRIC, LLC      | 3034.04  | FLOOD PUMPS-REINSTALL WIRING      |
| MJ MINOR UTLTY CONTRCTR     | 1951.00  | WATER BREAK-LAKESHORE DR          |
| NSC AUTO REPAIR             | 79.90    | UNIT 2 & 4-OIL CHANGE             |
| ONE OFFICE SOLUTN           | 80.31    | 2019 PLANNERS (4)                 |
| QUALIFIED PRESORT SVC, LLC  | 764.12   | JUL2018 POSTAGE UTLTY BILLS       |
| RICK HANSON PLUMBING INC.   | 159.19   | SR CNTR-SPRAYER HEAD              |
| RUDOLPH'S FLORSHEIM SHOES   | 203.99   | CLOTHING ALLOWANCE                |
| SD ASSOC OF RURAL WATER SYS | 750.00   | ANNUAL DUES-CLASS B MEMBER        |
| SD MUNICIPAL LEAGUE         | 560.00   | SDML CONF (7)                     |
| SD ONE CALL                 | 75.04    | JUL2018 LOCATES (67)              |
| SDRS                        | 587.69   | LATE FEE                          |
| SIOUXLAND LOCK & KEY        | 29.25    | CH-KEYS (10),KEY BOX              |
| STABERS MEAT INC            | 473.60   | 2018 NATL NITE OUT SUPP           |
| STEPHANIE RYAN              | 37.00    | EXP REIMB-MEALS (3)               |
| VAN DIEST SUP CO            | 349.90   | RODEO (15), BIOMIST (10)          |
| ZUERCHER TECH               | 3202.00  | ZUERCHER SUITE SOFTWARE RNWL      |

Motion by Parks second by Cropley to adjourn at 8:08 p.m. All members present voted aye.

**Approved**

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**Randy Fredericksen, Mayor**

**Attested**

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**Susan Kloostra, Finance Officer**



## 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: 9-4-2018  
Re: Plat – Gunderson Tract A

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**Background:** Brian and Kathy Gunderson have requested a plat change for their two properties. The plat vacates lots 8, 9A, 9B, and 10 of the William Halliday Tract 2 to create one larger lot titled Gunderson Tract A. They have plans to place an out building on the property, but current ordinance does not allow for this.

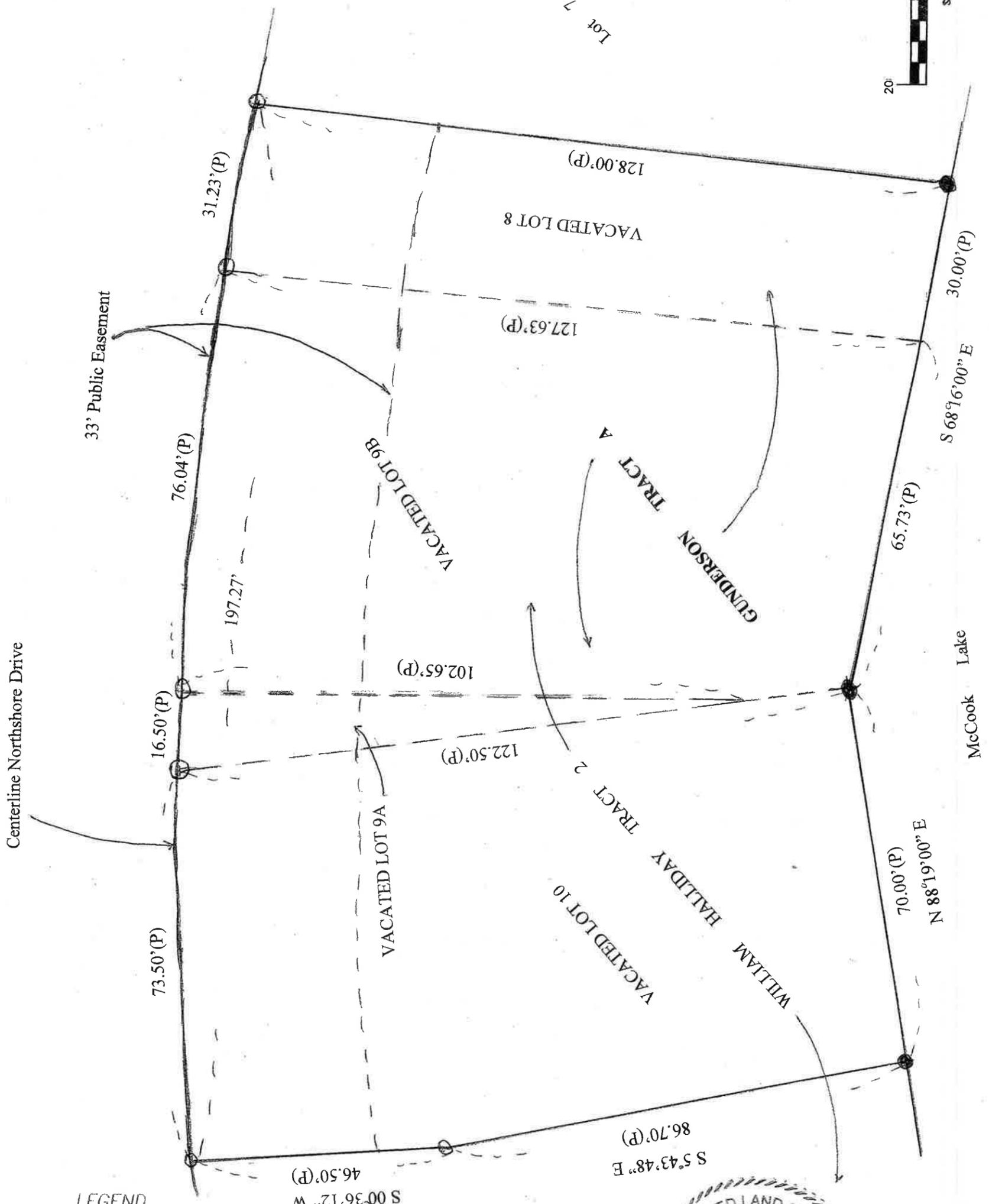
From our information these are the correct plats and street easements. Everything has been accounted for on the plat. The Planning Commission approved the plat on 8.8.2018

**Financial Consideration:** None

**Recommendation:** Administration recommends moving forward with the plat as presented.

# PLAT OF SURVEY

GUNDERSON TRACT A, of WILLIAM HALLIDAY TRACT 2, of GOV'T LOT 2 of SECTION 4, TOWNSHIP 89 NORTH, RANGE 48 WEST of the 5<sup>th</sup> P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA



### LEGEND

- FOUND CORNER UNDER ASPHALT OR AS NOTED
- SET 1/2" REBAR WITH CAP 17734
- (M) MEASURED DISTANCE
- (P) PLATTED DISTANCE
- △ SECTION CORNER AS NOTED
- (R) RECORDED DISTANCE
- (C) CALCULATED DISTANCE



### CERTIFICATION:

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

*Jeff Snoozy* 7/24/18  
 JEFF S SNOOZY, PLS #6012 DATE  
 LICENSE RENEWAL DATE: DEC. 31, 2018 SHEETS COVERED BY THIS SEAL 4

Notes:  
Bearings Assumed

Curve Date  
 Radius = 835.55'  
 Length = 197.27'  
 Tangent = 99.10'  
 Chord = 196.81'  
 Angle = 13°31' 38"

|               |            |               |          |      |  |
|---------------|------------|---------------|----------|------|--|
| DESIGNED BY   | JS/JS      | DRAWN BY      | JSS      | DATE |  |
| CHECKED BY    | JSS        | DRAWING A NO. | 6        |      |  |
| DATE SURVEYED | 4-8-08-ARW | SCALE         | 1" = 20' |      |  |

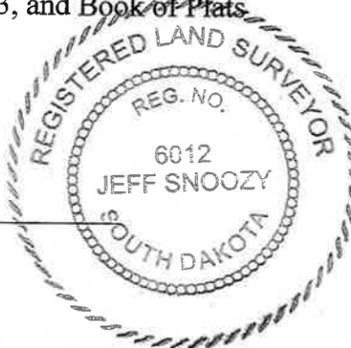
SURVEYOR'S CERTIFICATE

I, Jeff Snoozy, a Licensed Land Surveyor of the state of South Dakota, Do hereby certify that at the direction of the owners, I have surveyed Gunderson Tract A, of William Halliday Tract 2, of Government Lot 2, of Section 4, in Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, and that all dimensions are correct.

Pursuant to SDCL 1-3-20.1 to 11-3-20.4, inclusive, the approval and filing of this plat vacates the following: Lots 8, 9A, 9B, and 10, all in William Halliday Tract 2, Government Lot 2, of Section 4, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, recorded in Book of Plats 8, Page 24, Book of Plats 9, Page 123, and Book of Plats 5, Page 135, respectively, therein as shown on the attached plat.

Jeff Snoozy LS  
Jeff S. Snoozy, No. 6012  
Licensed Land Surveyor

7/24/18  
Date



OWNERS CERTIFICATE:

We, the undersigned, do hereby certify that we are the owners of all the land included in the above plat of Gunderson Tract A, of William Halliday Tract 2, Government Lot 2, of Section 4, in Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, and that said plat has been made at our request and in accordance with our instructions for the purpose of transfer, and we further certify that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations, and that said property is free of all encumbrances.

We further certify that this plat does hereby vacate the following:  
Lots 8, 9A, 9B and 10, all in William Halliday Tract 2, Government Lot 2, of Section 4, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union county, South Dakota, filed in Book of Plats 8, Page 24, Book of Plats 9, Page 123, and Book of Plats 5, Page 135 respectively.

Brian K. Gunderson  
Brian K. Gunderson  
7-24-18  
Date

Kathleen K. Gunderson  
Kathleen K. Gunderson  
07/24/18  
Date

Acknowledgement of Owner

Be it remembered that on this 24 Day of July 2018,  
Before me the undersigned, a Notary Public, personally appeared Brian K. Gunderson and Kathleen K. Gunderson, known to me to be the person described in and who executed the forgoing certificate.

My Commission Expires: May 3, 2019 Notary Public: Michelle Kuhlman



CERTIFICATE OF COUNTY AUDITOR:

I, the undersigned, County Auditor of Union county, Do hereby certify that the above certificate of approval is true and correct including the signature thereon.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20

\_\_\_\_\_  
County Auditor, Union County

CERTIFICATE OF COUNTY TREASURER

State of South Dakota, County of Union

I, the undersigned, County Treasurer of Union County, South Dakota, do hereby certify that all taxes which are liens upon the land included in this plat, are shown by the records of my office have been paid in full.

\_\_\_\_\_  
County Treasurer

\_\_\_\_\_  
Date

CERTIFICATE OF DIRECTOR OF EQUALIZATION

State of South Dakota, County of Union

I, the undersigned, Director of Equalization of Union County, South Dakota, Do hereby certify that a copy of the above plat has been filed in my office.

\_\_\_\_\_  
Director of Equalization

\_\_\_\_\_  
Date

CERTIFICATE OF COUNTY REGISTER OF DEEDS

State of South Dakota, County of Union

I, the undersigned, Register of Deeds for Union County, South Dakota, do hereby certify that that this plat has been filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and filed in book \_\_\_\_\_ of Plats on Page \_\_\_\_\_ therein.

\_\_\_\_\_  
County Register of Deeds

PLANNING COMMISSION CERTIFICATE

Be it resolved by the Planning Commission of North Sioux City, Union County, South Dakota, that the attached and foregoing plat of Gunderson Tract A, of William Halliday Tract 2, Government Lot 2, Section 4, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, be and the same is true.

\_\_\_\_\_  
Chairman, Planning Commission, City of North Sioux City

\_\_\_\_\_  
Date

RESOLUTION BY CITY COUNCIL:

Be it resolved by the City Council of North Sioux City, Union County, South Dakota, that the above plat represents Gunderson Tract A, of William Halliday Tract 2, Government Lot 2, of Section 4, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, be and the same is hereby approved.

I, undersigned, City Finance Officer of the City of North Sioux City, Union County, South Dakota, do hereby certify that the above is a true and correct copy of the Resolution passed by the City of North Sioux City, Union County, South Dakota, at their regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
City Finance Officer, City of North Sioux City

\_\_\_\_\_  
Mayor, City of North Sioux city

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator and Andrew Nilges, NSCEDC Director  
Date: 9/4/2018  
Re: Ordinance 2018-01 Full Service Liquor Licenses

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**Background:** Andrew Nilges approached the administration regarding putting in place a full service liquor license within our ordinances. The same ordinance was previously put in place, but then repealed, in December 2009 due to the Council at the time being unable to decide on the cost of the license.

The ordinance, as presented, would allow for establishments who run a full-service restaurant to obtain a on-sale liquor license. A full-service restaurant is an establishment that not more than 40% of the gross sales per year are from alcohol or alcoholic beverages. This would allow for some establishments to have a liquor license but when they know they won't be making the majority of their revenue from liquor sales. Normally, restaurants are the main beneficiary of this type of license, and the liquor laws have been an impediment to growth in some areas of South Dakota.

This type of license would be of on-premise consumption only. Smoking would be prohibited.

The Council, if it passes the ordinance, must set a rate for the one-time license sale. The fee must be at, or above, the normal fair market rate for other licenses that have been sold in the community within the past five years. Currently there has been only one license sold in North Sioux during that time frame, so a resolution would be crafted to match that sale if the ordinance is passed.

A business would have to renew their license each year like other establishments. Also, documentation would have to be shown on a yearly basis stating the business is following the guidelines of the 40% rule of the sales.

There has been at least one business that has shown interest in this type of license.

To answer a question from the last council meeting if a sale of a license is requested between private seller and buyer the buyer would have to pay the current fair market price set by the Council. A registry for full service on sale licenses must be kept, and establishments would have to use those licenses before this type of license would be offered. At this time, it is understood that all license holders would keep those licenses. The City would not get a new license for sale until we meet the population threshold.

**Financial Consideration:** None at this time. Future revenues from sales taxes and license fees.

**Recommendation:** Administration would like guidance on if they believe this is a type of economic activity they would like to have within North Sioux City.



# 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: Andrew Nilges, NSCEDC Director  
Date: 9/4/2018  
Re: Ordinance 2018-01 Full-Service On-Sale Restaurant Licenses – First Reading

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**Background:** In late Spring 2018 it was made aware to the North Sioux City Economic Development Corporation (NSCEDC) and the City that a business new to North Sioux City was seeking to acquire an on-sale retail liquor license. The business has a restaurant/bar component to their project and stated that the ability to sell liquor is an essential piece of their business plan. All 5 on-sale retail liquor licenses allowed by State law (SDCL 35-4-11) are currently owned by existing businesses, meaning the new business would not be able to purchase the needed license unless one of the current license holders agree to sell in a private transaction.

Due to the unavailability of an on-sale retail liquor license, the NSCEDC and City worked the business to explore the possibility of a full-service on-sale restaurant license. A full-service on-sale restaurant license allows a business to sell alcohol as long as 60% of sales over the course of a year come from food and non-alcoholic beverages. There are other requirements including the type of food served, a waiter or waitress must deliver food and drink offered from a printed menu, dining room availability, etc. The business determined this type of license is one that would fit their plans and that they wished to pursue it.

A full-service on-sale restaurant license does not have any State restrictions in regards to population that on-sale retail liquor licenses do. The State does require the City have an ordinance in place to permit full-service on-sale restaurant licenses. The City had an ordinance in place, but it was repealed in December 2009. This ordinance would replace the one previously repealed. The ordinance language has been updated to reflect changes in State law since 2009. Darrell Jesse has been consulted on the language of the ordinance.

In addition to meeting the needs of the business new to North Sioux City, the availability of a full-service on-sale restaurant license could be used to attract other bar & grill type restaurants to North Sioux City. This would potentially give current residents more dining and entertainment options, as well as attract more people from outside North Sioux City.

**Financial Consideration:** Future increase in revenue for licensing fees and sales tax payments.

**Recommendation:** NSCEDC recommends to approve the first reading of Ordinance 2018-01.

ORDINANCE NO. 5.08

AN ORDINANCE AMENDING THE CITY OF NORTH SIOUX CITY CODE OF ORDINANCES TITLE 5 BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.08 ALCOHOLIC BEVERAGES, TO ESTABLISH PROCEDURES FOR THE ISSUANCE AND REGULATION OF ON SALE LICENSES FOR FULL-SERVICE RESTAURANTS.

BE IT ORDAINED AND ENACTED by the Common Council of the City of North Sioux City, State of South Dakota that section 5.08.065 shall be added as set forth below:

**Chapter 5.08**

**ON SALE LICENSES – FULL SERVICE RESTAURANTS**

**Section:**

**5.08.065 On Sale Licenses – Full Service Restaurants.**

A. Definitions.

1. "Bar," any permanently installed counter within the restaurant area from which alcoholic beverages are regularly served to customers by a person who is tending bar or drawing or mixing alcoholic beverages;
2. "Full-service restaurant," any restaurant at which a waiter or waitress delivers food and drink offered from a printed food menu to patrons at tables, booths, or the bar. Any restaurant that only serves fry orders or food such as sandwiches, hamburgers, or salads is not a full-service restaurant;
3. "Restaurant," any area in a building maintained, advertised, and held out to the public as a place where individually priced meals are prepared and served primarily for consumption in such area and where at least sixty percent of the gross revenue of the restaurant is derived from the sale of food and nonalcoholic beverages. The restaurant shall have a dining room or rooms, a kitchen, and the number and kinds of employees necessary for the preparing, cooking, and serving of meals.

B. License Application Requirements.

Documentation: An applicant for a full-service restaurant on-sale license shall provide sufficient documentation to the municipality with an application form provided by the municipality to prove that the primary source of revenue from the operation of the restaurant will be derived from the sale of prepared food and nonalcoholic beverages and not from the sale of alcoholic beverages. The supporting documentation concerning the primary source of revenue submitted pursuant to this section is confidential.

C. Annual Reports:

The full-service restaurant on-sale licensee shall submit an annual report and supporting documentation to the City on forms provided by the City of the annual sales of the full-service restaurant, which includes an oath verifying the validity of the information provided in the report. The report and the supporting documentation submitted pursuant to this section are confidential. The report shall contain the annual gross sales of the licensee for the following two categories:

- (i) Food and nonalcoholic beverage gross revenues; and
- (ii) Total gross revenues.

D. License Renewals:

When renewing a full-service restaurant on-sale license, the City shall condition the license renewal upon receiving documentation that not more than forty percent (40%) of gross sales from the preceding twelve months operation of the full-service restaurant is derived from the sale of alcohol or alcoholic beverages.

E. Only Retail On-Sale Service Permitted:

A full-service restaurant on-sale licensee may only serve alcoholic beverages for on-premise consumption in the bar and dining room area of the restaurant.

F. Smoking Prohibited:

No licensee that has a full-service restaurant on-sale license may allow smoking on the licensed premises.

G. Full-Service Restaurant License Fees:

1. As required by State law, the license fee charged for a full-service restaurant on-sale license shall be at or above the current fair market value for such license as determined herein. However, any fair market value so established shall be a minimum of one dollar for each person residing within the City as measured by the last preceding decennial federal census.
2. The license fee shall be initially established by Resolution within ninety (90) days of the initial adoption of this ordinance. Subsequent changes in the license fee shall not be made for a period of ten (10) years from the effective date of adoption of this ordinance unless a population growth reported by the Federal decennial census requires an increase in the fee.
3. Fair Market Value for full-service restaurant license shall be established as follows:
  - a. For a period of ten years following adoption of this ordinance, the price of a new full-service restaurant on-sale license shall be set pursuant to § 35-4-116, at or above the current fair market value. However, the full-service restaurant on-sale license fee may not be less than the minimum on-sale license fee as provided in subdivision 35-4-2(4) or (6). For purposes of this section, the term, current fair market value, means the documented price of the on-sale license most recently sold through an arm's-length transaction, less the value of any real or personal property included in the transaction. If there are no documented sales of on-sale licenses, the City may request from any on-sale license holder within the City the date and price originally paid for its on-sale license to determine the current fair market value.
  - b. Any person who purchased an on-sale license issued pursuant to subdivision 35-4-2(4) or (6) within the last five years shall report to the City the amount paid for the license. If the City requests from any other licensee the amount originally paid for any other on-sale license pursuant to § 35-4-117, the licensee shall report that amount to the City. The declared purchase price shall be made under oath and shall include the documents establishing the amount paid for the on-sale license. If the transaction included other personal property or real property, the full market value of the other property on the date of the transaction shall be deducted from the total purchase price to establish the amount paid for the license. The person who owned the license as of the date of the adoption of the ordinance has the burden of establishing the amount paid for the license. If the amount reported is used to determine current fair market value pursuant to § 35-4-117, any licensee who contends that the amount does not accurately reflect the fair market value of the license on the date of purchase may file an objection to the report. The objection shall be filed with the City within thirty days of the date the license fee is set pursuant to § 35-4-116. If an objection is filed, the City Council shall conduct a hearing to determine the fair market value of the license. The determination of the City Council may be appealed to circuit court.

H. Registry of Full-Service Restaurant On-sale Licensees:

The City shall maintain a registry of each full-service on-sale restaurant license that is being offered for sale and the City shall furnish a copy of the registry to anyone who requests a new-full service restaurant on-sale license. The existing full-service restaurant on-sale licensee is responsible for registering with the City that the full-service restaurant on-sale license is for sale.

I. Issuance of new Full-Service Restaurant Licenses restricted:

The City may only issue a new license pursuant to this ordinance if no on-sale license is on the registry or a person desiring to purchase an on-sale license listed on the registry provides documentation showing that the person is unable to purchase the on-sale license at the price established in section G of this ordinance and on terms satisfactory to both the potential buyer and seller. The price of any on-sale license registered as "for sale" with the City shall be sold at the current fair market price set by the City pursuant to a Resolution adopted in accordance with section G (2) of this ordinance.

Any or all ordinances in conflict herewith are hereby repealed.

Dated at North Sioux City, South Dakota this \_\_\_\_\_ day of \_\_\_\_\_, 2018

THE GOVERNING BODY OF THE CITY  
OF NORTH SIOUX CITY, SOUTH DAKOTA

By: \_\_\_\_\_  
Randy Fredericksen, Mayor

ATTEST;

By: \_\_\_\_\_  
Susan Kloostra, Finance Officer

First Reading:  
Second Reading:  
Publish:  
Effective 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: 7/4/2018  
Re: South Derby Lane – Change Order #1

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**Background:** Due to unforeseen circumstances with the weather and utility locations a change order has been requested for the South Derby Lane paving project. The contracted completion date is currently October 1. The change order would push the completion date to October 10th

**Financial Consideration:** None

**Recommendation:** Administration would recommend the approval of Change Order #1 for South Derby Lane Reconstruction

**CHANGE ORDER**

Change Order No: One  
Date: September 4, 2018  
Agreement Date: April 2, 2018

NAME OF PROJECT : North Sioux City – South Derby Lane Reconstruction

OWNER: City of North Sioux City, SD

CONTRACTOR: Vander Pol Excavating, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:  
Time extension for utilities relocation and weather to date.

Justification:  
Requested by the contractor

Change to CONTRACT PRICE:

Original CONTRACT PRICE                      \$575,361.84

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$575,361.84

The CONTRACT PRICE due to this CHANGE ORDER will be no change by:  
\$0.00.

The new CONTRACT PRICE including this CHANGE ORDER will be \$575,361.84

Change to CONTRACT TIME:

The CONTRACT TIME will be [increased] [~~decreased~~] by 9 calendar days.

The date for completion of all work will be October 10, 2018 (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



## 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: 9/4/2018  
Re: JEO Services Agreement – Levee Survey

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**Background:** JEO is prepared to move on to the next phase of the levee certification. In this phase a survey would be done of the levee to get well defined boundaries of the levee and they would work through the final coordination with FEMA and the SD DENR. The expected time table would be to have this all finished by the end of January. This phase of the process was presented to the Council after the first phase of work was completed.

The agreement would be in conjunction with the County. The City would be responsible for \$13,363.50 of the costs. There is currently funds available in the FY2018 budget to cover these costs. If approved we would not move forward with the work until the County has signed off on it. A meeting was had between the engineer, the county, and the City to clarify the details and the County seems to be ready to execute the agreement as well.

**Financial Consideration:** \$13,363.50

**Recommendation:** Administration would recommend moving forward with the JEO Services agreement for the Levee Survey and FEMA/SD DENR Coordination



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between North Sioux City, SD and Union County, SD ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Big Sioux River Right Bank Levee Toe of Levee Field Survey ("Project").

JEO Project Number: 161479.01

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$29,500.00 (hourly to a maximum)
  - a. North Sioux City portion will be 45.3% (\$13,363.50)
  - b. Union County portion will be 54.7% (16,163.50)
  - c. JEO will invoice each entity separately
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner(s):

Engineer: JEO Consulting Group, Inc.

**North Sioux City, SD**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

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JEO Consulting Group, Inc.

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2700 Fletcher Ave, Lincoln, NE

**Union County, SD**

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

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**Exhibit “A” – Scope of Services  
North Sioux City – Union County  
Big Sioux River Right Bank Levee  
Toe of Levee Field Survey  
May 30, 2018**

**PROJECT UNDERSTANDING:**

The North Sioux City Levee system was recently evaluated for the feasibility of accreditation on the updated Union Co. Flood Insurance Rate Maps currently being developed by FEMA. For additional information on this evaluation refer to the *Big Sioux River Levee Certification Evaluation – Phase 1* completed in May 2018. As part of this evaluation, it was determined that base flood elevations (determined by FEMA) are potentially lowering significantly enough that accreditation of the levee may not be required. This evaluation included a preliminary review of the proposed base flood elevations as compared to the levee crest and the levee toe elevation both as determined with available LiDAR topography information.

As the floodplain re-mapping process continues to progress, FEMA will require a topographic field survey of the levee to support final determination of the levee’s accreditation status and path forward in the floodplain re-mapping process, specifically the levee crest and the landside levee toe. This information will be utilized to verify that accreditation of the levee is not necessary.

The following scope of services describes the survey collection and mapping as well as coordination with FEMA and the South Dakota DNR through the remaining floodplain re-mapping process.

**Task 1: Survey Data Collection and Mapping**

**Task 1.1 – Field Survey**

- Complete a field survey to collect cross section information of the levee.
- Field survey shall encompass spot shot and cross section information and shall not be considered a full topographic survey of the levee corridor.
- Cross sections will be completed at 50’ intervals through the total length of the Right Bank levee of the Big Sioux River as determined in the current 1982 Operation & Maintenance Manual (3.45 miles approximately)
- Cross sections will include:
  - Edge of water (Big Sioux River)
  - Top of Levee hinge points and centerline
  - Landside Levee Toe
  - Existing ground up to 50’ beyond the landside toe
  - Sufficient points to describe the riverside and landside slopes
- Drainage Structure (pipes) inlet and outlet
- Profile at existing closures

- Sandbag closure areas near I-29 Interchange at Northshore Drive

**Task 1.2 – Updated Levee Landside Toe Evaluation and Mapping**

- The field data collected will be incorporated into a digital platform to develop drawings to document the findings.
- Drawings will be completed to document the toe of levee evaluation and confirm the elevations against the Base Flood Elevations (BFE) provided by FEMA.

Deliverables

- Drawings (4 hard copies and 2 digital copies) documenting the survey findings

**Task 2: FEMA/South Dakota DNR Coordination**

**Task 2.1 – FEMA/South Dakota DNR Coordination**

- Throughout the process of collecting, reviewing and documenting the survey information it is anticipated that coordination with the floodplain mapping team (FEMA/DNR) will be necessary. Additionally, as the floodplain mapping process finalizes it is anticipated that review and coordination will be needed to represent the City and Union County.
- At this time, it is unclear how much effort will be required. For the purposes of this agreement a maximum of 72 hours @ \$153/hr have been budgeted.

**Task 3: Project Management**

**Task 3.1 – Project Management**

- Coordinate with involved parties to provide regular status updates to project sponsors and maintain overall project schedule and budget

Deliverables

- Monthly progress reports
- Meeting agenda/minutes
- Written schedule
- Coordination and facilitation of meetings

**PROPOSED PROJECT SCHEDULE:**

|                         |   |
|-------------------------|---|
| Notice to Proceed:      | September 15, 2018  |
| Field Survey Collection | October 1, 2018   |
| Mapping                 | October 1, 2018   |
| FEMA/DNR Coordination   | July 2018 – Jan 2019 (Coincides with FEMA mapping schedule) |

**PROPOSED PROJECT FEE:**

JEO will provide the services described in this Scope of Service at an hourly not to exceed amount of \$29,500. A Task Series breakdown of the project fee is provided below. Additional services can be provided based upon current hourly rates as requested by the Owner and will not proceed until written authorization is received. JEO will begin work immediately following the receipt of Notice to Proceed.

|  |             |
|--|-------------|
| Task 1: Survey Data Collection and Mapping | \$15,000.00 |
| Task 2: FEMA/South Dakota DNR Coordination | \$11,750.00 |
| Task 3: Project Management                 | \$2,750.00  |

**Project Total (Hourly Not to Exceed)                      \$29,500.00**

It is understood that the City and Union County have an understanding that costs will be split according to the following distribution:

|                  |       |             |
|------------------|-------|-------------|
| North Sioux City | 45.3% | \$13,363.50 |
| Union County     | 54.7% | \$16,136.50 |
| <br>             |       |             |
| Total Project    |       | \$29,500.00 |

JEO will provide invoices to both the City and Union County on a monthly basis according to the proportion listed above.

JEO reserves the right to adjust fees between individual phases, as long as the total project amount is not exceeded.

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

**a.** Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

**b.** When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

**c.** The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

**d.** If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**e.** Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

ORDINANCE NO. 2018-2  
2019 Appropriation Ordinance Budget  
Be it ordained by the City of North Sioux City that the following sums are appropriated to meet the obligations of the municipality.

|                                    | SPECIAL REVENUE FUNDS      |                          |                          |                         | CAPITAL PROJECT FUNDS      |                              |                            |
|------------------------------------|----------------------------|--------------------------|--------------------------|-------------------------|----------------------------|------------------------------|----------------------------|
|                                    | GENERAL<br>101             | THIRD PENNY<br>211       | SECOND PENNY<br>212      | 911 EMERGENCY<br>214    | WATER<br>521               | MILITARY RD<br>BRIDGE<br>522 | FLYNN PHS II<br>523        |
| <b>PART I</b>                      |                            |                          |                          |                         |                            |                              |                            |
| <b>GOVERNMENTAL FUNDS</b>          |                            |                          |                          |                         |                            |                              |                            |
| GENERAL GOVERNMENT                 |                            |                          |                          |                         |                            |                              |                            |
| 4111 Council/Mayor                 | 193,950.00                 |                          |                          |                         |                            |                              |                            |
| 4122 City Administration           | 154,760.00                 |                          |                          |                         |                            |                              |                            |
| 4130 Elections                     | 2,300.00                   |                          |                          |                         |                            |                              |                            |
| 4140 Financial Admin               | 194,610.00                 |                          |                          |                         |                            |                              |                            |
| 4192 General Govt Bldg             | 81,300.00                  |                          |                          |                         |                            |                              |                            |
| TOTAL GENERAL                      | <u>626,920.00</u>          |                          |                          |                         |                            |                              |                            |
| PUBLIC SAFETY                      |                            |                          |                          |                         |                            |                              |                            |
| 4210 Police                        | 940,400.00                 |                          |                          | 67,983.63               |                            |                              |                            |
| 4290 Civil Defense                 | 3,700.00                   |                          |                          |                         |                            |                              |                            |
| TOTAL PUBLIC SAFETY                | <u>944,100.00</u>          |                          |                          | <u>67,983.63</u>        |                            |                              |                            |
| PUBLIC WORKS                       |                            |                          |                          |                         |                            |                              |                            |
| 4310 Streets                       | 686,920.00                 |                          |                          |                         |                            |                              |                            |
| 4318 Dike                          | 360,000.00                 |                          |                          |                         |                            |                              |                            |
| 4330 Improvements                  |                            |                          |                          |                         | 1,720,000.00               | 1,300,000.00                 | 1,661,585.00               |
| 4370 Cemetery                      | 9,750.00                   |                          |                          |                         |                            |                              |                            |
| TOTAL PUBLIC WORKS                 | <u>1,056,670.00</u>        |                          |                          |                         | <u>1,720,000.00</u>        | <u>1,300,000.00</u>          | <u>1,661,585.00</u>        |
| HEALTH AND WELFARE                 |                            |                          |                          |                         |                            |                              |                            |
| 4413 West Nile                     | 7,000.00                   |                          |                          |                         |                            |                              |                            |
| TOTAL HEALTH AND WELFARE           | <u>7,000.00</u>            |                          |                          |                         |                            |                              |                            |
| CULTURE AND RECREATION             |                            |                          |                          |                         |                            |                              |                            |
| 4511 NSC/DV Rec Complex            | 22,500.00                  |                          |                          |                         |                            |                              |                            |
| 4514 Senior Citizen Center         | 27,250.00                  |                          |                          |                         |                            |                              |                            |
| 4520 Parks                         | 55,400.00                  |                          |                          |                         |                            |                              |                            |
| 4550 Library                       | 214,510.00                 |                          |                          |                         |                            |                              |                            |
| TOTAL CULTURE AND RECREATION       | <u>319,660.00</u>          |                          |                          |                         |                            |                              |                            |
| CONSERVATION AND DEVELOPMENT       |                            |                          |                          |                         |                            |                              |                            |
| 4630 Housing & Redevelopment       | 1,300.00                   |                          |                          |                         |                            |                              |                            |
| 4650 Economic Development          |                            | 93,500.00                | 471,000.00               |                         |                            |                              |                            |
| 4652 Planning Comm                 | 49,400.00                  |                          |                          |                         |                            |                              |                            |
| 4660 Economic Opportunity          | 45,300.00                  | 54,100.00                | -                        |                         |                            |                              |                            |
| TOTAL CONSERVATION AND DEVELOPMENT | <u>96,000.00</u>           | <u>147,600.00</u>        | <u>471,000.00</u>        |                         |                            |                              |                            |
| OTHER FINANCING USES               |                            |                          |                          |                         |                            |                              |                            |
| 5110 Transfer Out                  | 66,000.00                  |                          |                          |                         |                            |                              |                            |
| TOTAL CONSERVATION AND DEVELOPMENT | <u>66,000.00</u>           |                          |                          |                         |                            |                              |                            |
| <b>TOTAL APPROPRIATION BY FUND</b> | <u><u>3,116,350.00</u></u> | <u><u>147,600.00</u></u> | <u><u>471,000.00</u></u> | <u><u>67,983.63</u></u> | <u><u>1,720,000.00</u></u> | <u><u>1,300,000.00</u></u>   | <u><u>1,661,585.00</u></u> |

**PART II**  
The following designates the fund or funds that money derived from the following sources is applied to.

|                                      | SPECIAL FUNDS              |                          |                          |                         | CAPITAL PROJECT FUNDS      |                            |                            |
|--------------------------------------|----------------------------|--------------------------|--------------------------|-------------------------|----------------------------|----------------------------|----------------------------|
|                                      | GENERAL<br>101             | THIRD PENNY<br>211       | SECOND PENNY<br>212      | 911 EMERGENCY<br>214    | WATER<br>521               | BRIDGE<br>522              | FLYNN PHS II<br>523        |
| <b>GOVERNMENTAL FUNDS</b>            |                            |                          |                          |                         |                            |                            |                            |
| Unassigned Fund Balance Cash Applied | 366,050.00                 |                          |                          |                         | 1,326,200.00               |                            | 725,000.00                 |
| 310 Taxes                            | 2,398,200.00               | 145,000.00               | 465,000.00               | 39,000.00               |                            |                            |                            |
| 320 Licenses and Permits             | 96,000.00                  |                          |                          |                         |                            |                            |                            |
| 330 Intergovernmental Revenue        | 140,300.00                 |                          |                          |                         |                            | 1,300,000.00               | 936,585.00                 |
| 340 Charges for Goods and Services   | 42,600.00                  |                          |                          |                         |                            |                            |                            |
| 350 Fines and Forfeits               | 20,800.00                  |                          |                          |                         |                            |                            |                            |
| 360 Miscellaneous Revenue            | 47,400.00                  | 2,600.00                 | 6,000.00                 |                         |                            |                            |                            |
| 390 Other Sources                    | 5,000.00                   |                          |                          | 29,000.00               | 393,800.00                 |                            |                            |
| Subtotal                             | <u>3,116,350.00</u>        | <u>147,600.00</u>        | <u>471,000.00</u>        | <u>68,000.00</u>        | <u>1,720,000.00</u>        | <u>1,300,000.00</u>        | <u>1,661,585.00</u>        |
| Operating Transfers In               | -                          | -                        | -                        | -                       | -                          | -                          | -                          |
| <b>TOTAL MEANS OF FINANCES</b>       | <u><u>3,116,350.00</u></u> | <u><u>147,600.00</u></u> | <u><u>471,000.00</u></u> | <u><u>68,000.00</u></u> | <u><u>1,720,000.00</u></u> | <u><u>1,300,000.00</u></u> | <u><u>1,661,585.00</u></u> |

PART II The following designates the fund or funds that money derived from the following sources is applied to.

|   | ENTERPRISE FUNDS |              |                    |
|---|------------------|--------------|--------------------|
|   | WATER<br>602     | SEWER<br>604 | SOLID WASTE<br>612 |
| PROPRIETARY AND FIDUCIARY FUNDS           |                  |              |                    |
| Beginning Unrestricted Cash               |                  | 288,600.00   |                    |
| Estimated Revenue                         | 890,000.00       | 1,126,500.00 | 116,000.00         |
| Transfer in from General Fund             |                  |              | 37,000.00          |
| Transfer in from Special Revenue Fund     |                  | 120,000.00   |                    |
| TOTAL AVAILABLE                           | 890,000.00       | 1,535,100.00 | 153,000.00         |
| Less Appropriations                       | 496,200.00       | 1,535,100.00 | 128,420.00         |
| Less Transfer Out to General Fund         |                  |              |                    |
| Less Transfer Out to Capital Project Fund | 393,800.00       |              |                    |
| Less Depreciation Reserve (SDCL 9-21-12)  |                  |              |                    |
| Net position to be retained               | -                | -            | 24,580.00          |

PART III The following is a summary of those funds.

|   | DEBT SERVICE FUNDS   |                     |                             |
|---|----------------------|---------------------|-----------------------------|
|   | AMOUNT<br>AUTHORIZED | EXPENDED<br>TO DATE | UNEXPENDED<br>AUTHORIZATION |
| DEBT SERVICE FUNDS                      |                      |                     |                             |
| Fund 218 - River Valley District #2 TIF | 125,000.00           |                     | 125,000.00                  |
| Fund 310 - Wildflower Bend #3 TIF       | 42,000.00            |                     | 42,000.00                   |
| TOTALS                                  | 167,000.00           |                     | 167,000.00                  |

PART IV

The auditor/finance officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor.  
\$ 483,000.00

Dated this 4th day of September 2018.

Attested:

\_\_\_\_\_  
Randy Fredericksen, Mayor

\_\_\_\_\_  
Susan Kloostra, Finance Officer

First Reading: September 4, 2018  
Second Reading: September 17, 2018  
Publication Date: September 27, 2018

**UNAPPROVED MINUTES**  
**North Sioux City Planning Commission**  
**August 22, 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 Olson, second by Linden to approve the agenda as presented. All members present voted aye.  
Motion by Holbrook, second by Mitchell to approve the August 8, 2018 minutes. All members present voted aye.

**New Business**

Update of denied rear-yard setback variance request at 641 Lakeview Dr. Roan was able to review the recorded plat that showed what we thought was a rear yard setback was actually a side yard setback located at 641 Lakeview Dr and it did not require a variance. The building plans show a 7.6' set back which is inside the building envelope. Roan had talked to all of the commission members present at the meeting and a consensus was to issue the permit. A building permit has been issued for the addition. In the future some areas will need to provide a recorded plat with the drawings. Information only.

**Building Permit – Sterling Computers – 303 Centennial Dr**

Sterling owner's representative: Scott Flynn provided information about the demolition permit and purposed remodel drawings. Sewer and water lines are being modified to service this building as an individual building. Motion by Linden, second by Holbrook to approve the building permit and drawings as permitted. All members present voted aye.

**Other Business:**

Roupe updated commission members of approved building permits by Roan, prior to meeting: fence, driveway and porch replacement at 208 Victor Ave – fence at 634 Lakeview Dr – addition at 641 Lakeview Dr. Cherry informed that there are 2 spots available for the South Dakota Municipal League meeting, for this group to attend.

Motion by Mitchell, second by Linden to adjourn at 4:16 p.m. All members present voted aye.

Dated this August 22, 2018

Jennifer Roupe

Finance Assistant