



North Sioux City, South Dakota
Regular Meeting of the City Council

October 1, 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: September 17, 2018 Regular Meeting
- F. Agenda Items
 - 1. Ward 3 Council Member Appointment
 - 2. DV SRO Contract
 - 3. Preliminary Plat – North Flynn
 - 4. North Derby Lane Overlay – Change Orders #1 and #2
- G. Community and Council Input
 - 1. Fall Clean Up – October 13-14
- H. Approval of Bills
- I. Adjournment

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
September 17, 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 Cropley second by Parks to approve the agenda with the addition of an Executive Session for Contractual. All members present voted aye.

Motion by Slater second by Berg to correct the September 4 Council Meeting minutes on page 6, paragraph, adding "and City governance". Motion by Green second by Slater to approve the amended minutes. All members present voted aye.

V.I.P. Gymnastics requested approval for a fireworks display during their October 6. Motion by Parks second by Cropley to approve the request, contingent upon receiving approval from the building owner. All members present voted aye.

Sugar Daddy's has requested a temporary one-day for special event license to serve malt beverages during the Tri-State Cruisers event on Military Road, September 19, from 4p-9p. Motion by Cropley second by Slater to approve the request as presented. All members present voted aye.

South Dakota Water/Wastewater Agency Response Network (SDWARN), of which North Sioux City is a member, has made a funding request. The organization needs to purchase additional equipment, for the pumping and flood fighting related equipment, they had acquired from the City of Fort Pierre. As members of this organization, we are able to borrow equipment as well as receive aid through sharing resources in the event of an emergency or disaster. Motion by Slater second by Parks to contribute \$1,000 for to SDWARN. All members present voted aye.

Cherry reported completing discussions with SD Department of Transportation regarding the transfer of responsibilities for the Military Road Bridge from SDDOT to North Sioux City. The agreement outlines the shared responsibilities between the City of Sioux City and the City of North Sioux City as pertains to the maintenance and jurisdictional responsibilities and cost sharing. Cherry reported the agreement outlines funding which will be released to North Sioux City to pay for the upcoming bridge construction project that Sioux City is coordinating. If signed as presented, not using the alternate language, the City would receive \$1,564,000 which would be used for its portion of the construction costs as outlined, additional transit fees to continue bus services during construction and \$75,000 which would be paid to the contractor as incentive payments for early completion. The agreement would become null and void if the bids come in 15% higher than the engineer's estimate. DOT and City of Sioux City plan to present this agreement to their boards for final approval. Discussion was held and included questions regarding Sioux City's Military Road bridge construction project. Cropley asked regarding #5D as it's not specific in regards to a 50/50 cost split. Cherry reported the #5D details have not been determined. Motion by Cropley second by Carpenter to approve the agreement (without the alternate language). All members present voted aye.

Council had the second reading of Ordinance 2018-02 Budget Appropriations for Fiscal Year 2019. Cherry pointed out, given Council's approval of the DOT agreement, the state grant revenue line was increase to the \$1,564,000, reducing the amount to be transferred from unassigned cash. A typo was discovered with the water department's overtime amount, it should be \$14,000 not \$114,000. Cropley asked if any budget request documentation was received from the Parks Board and Cherry stated he had not. No other changes were made to

the budget. Motion by Parks second by Cropley to approve the amended budget with the caveat that the percentages provided in the budget are not the final allocations for wage and benefit. All members present voted aye.

Community/council input:

- 1) Streetscape Meeting – 9/18/2018, 7 pm, Council Chambers
- 2) Tri-State Cruisers – 9/19/2018, 4-8 pm, Military Road
- 3) Siouxland Chamber Dinner – 9/20/2018, 5:30 pm, Convention Center

Motion by Cropley second by Berg to enter Executive Session at 7:44 p.m. in accordance with SDCL 1-25-2 (sections 1 and 4) to discuss Contractual matters. All members present voted aye.

Regular session resumed at 8:11 p.m. Roll was taken, all were present.

Council accepted Peggy Gorsett’s resignation dated September 1, 2018, which Council received on September 4, 2018.

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

AFLAC	856.34	AUG2018 PREM
BIG SIOUX TOWNSHIP	2592.10	SHARED EXP-WATERS RD, & RICKENBACKER
BUSH DRY CLNRS	44.00	LIB-CLNG PILLOWS
RITWAY BUS FORMS	764.76	ENVELOPES (4000)
CERTIFIED TESTING SVCS,INC	3501.00	N DERBY-OVERLAY PROJECT
CITY OF SIOUX CITY	36357.12	AUG2018 SWR CHGS USAGE 16,832
CONSTRUCTION PLUS, LLC	4268.75	PARKS-DISTRIBUTE & INSTALL MULCH
DAKOTA DUNES/NSC TIMES	875.33	AUG2018 PUBLISHING FEES
THOMPSON INNOVATION	666.00	ANNUAL FIRE ALARM INSPCTN (3)
ELECTRICAL ENGINEERING & EQUIP	2695.00	MNTNNC ON GNRTRS
FERGUSON WATERWORKS	1344.94	WATER METERS (3)
FLOYD RIVER MATRLS INC	178.43	PEA ROCK-7.93 TONS
FOULK BROS PLUMBING	130.00	CH-REGENERATED SOFTENER
GILL CONSTRUCTION	7462.40	CURB REPAIRS (16), MANHOLE REP
GILL HAULING	9220.71	AUG2018 RESIDENTIAL WASTE
H2O 4 U	143.00	BOTTLED WATER (12)
HAWKINS, INC	963.48	CHLORINE (16), GRANULAR (6)
INGRAM LIB SVCS	82.52	BOOKS (4)
JACK’S UNIFORMS & EQUIP	144.95	PD-EARPHONE KIT (2)
KEVIN ODELL ELECTRIC, INC.	466.32	LOCATE, INSTALL DATA RECORDER
KNIFE RIVER MIDWEST, LLC	221136.65	N DERBY OVERLAY PROJ
KTIV	3750.00	ADVERTISING 08/06-08/25
LOCAL NO. 749	236.00	OCT2018 DUES
LONG LINES	801.54	SEP2018 PHN & INT CHGS
MERCY BUSINESS HEALTH SVCS	53.33	SEP2018 EAP
PATRICIA MERSCH	8.99	SR CNTR-BIRTHDAY CAKE
MIDAMERICAN ENERGY	14163.92	AUG2018 UTILITY CHGS
MIDAMERICA BOOKS	107.70	BOOKS (6)
MIDWEST TURF & IRRIGATION	12.70	TORO MOWER PART
ONE OFFICE SOLUTION	229.96	CALCLTR, TONER, FOLDERS (2 CS)
QUALIFIED PRESORT SVC, LLC	757.78	AUG2018 POSTAGE UTILITY BILLS
RADAR SHOP	291.00	RECERTIFIED RADAR UNITS (5)
ROBERTSON IMPLEMENT CO	272.16	WEED EATER REPAIR
SD ONE CALL	72.80	AUG2018 LOCATES (65)
SXLND CHAMBER OF COMMERCE	900.00	ANNUAL DINNER MEMBER 2ND TABLE
SXLND HUMANE SOCIETY	74.00	SEP2018 SERVICES
TOOL DEPOT	35.09	TIGER MOWER-AIRCRAFT CABLE
TOWN & COUNTRY LAWN SVC	969.00	AUG2018 WEED CTRL
UTILITY SVC CO	1600.00	WATER TOWER INSPCTN
VAN DIEST SUPP CO	695.00	BIOMIST (10)
VANDER POL EXCAVATING, LLC	165966.82	S DERBY RCNSTRCTN PROJ
WATCHGUARD VIDEO	112.00	VEST ADAPTER CLIP (5)
WELLMARK BLUE CROSS	21259.18	OCT2018 INSUR PREM
WELTE, LIANE	60.00	EXP REIMB-EXCEL CLASSES
WRIGHT EXPRESS FLEET SVCS	3272.49	AUG2018 FUEL CHGS

Motion by Parks second by Cropley to adjourn at 8:13 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: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 10/1/2018
Re: Ward 3 Councilmember Appointment

Background: Mayor Fredericksen will make his recommendation for the appointment of a new Council member to fill the vacant seat in Ward 3. The appointment would serve the rest of the term for Tammy Reiff until May 2020.

The three letters of interest came from citizens.

Financial Consideration: None

Recommendation: Mayor Fredericksen will make appointment recommendation at the Council meeting.



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: 10/1/2018
Re: Dakota Valley School Resource Officer Contract

Background: The City of North Sioux City has been providing a School Resource Officer to the Dakota Valley School District for a number of years. The current officer on duty at the school is Stephanie Ryan. It was previously discussed with the Council that the contract was out of date and did not fall in line with the DV budgeting cycle.

To remedy the calendar issues a short term contract was signed with DV at the beginning of 2018 to get to the end of their fiscal year. The school had also over paid the City approximately \$5,300 in FY2017.

The new contract takes into account this over payment. The new cost for the school district is \$25,000 from 2018-2019 and then \$28,000 from 2019-2020. The contract has a clause that it automatically renews unless either party would like to renegotiate any portion of the contract.

Financial Consideration: a revenue of \$25,000 for the City to provide SRO services to the School District

Recommendation: City Administrator would recommend approval of the contract.

SCHOOL RESOURCE OFFICER AGREEMENT

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

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

I. TERM:

The term of this Agreement shall be for a period of twenty-four (24) months commencing on the 1st day of July, 2018, and terminating on the 30th day of June, 2020. This Agreement shall thereafter renew in one (1) year increments (July 1st – June 30th) unless either party terminates the Agreement pursuant to paragraph XV below.

II. PURPOSE:

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

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

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

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

III. SCHOOL DISTRICT PAYMENT:

- A. For and in consideration of the SRO duties as set forth herein, School District hereby agrees to make monthly payments to the CITY of:
 - 1) \$2,083.33, commencing on July 1, 2018, to be paid thereafter on or before the 15th of every month.
 - 2) \$2,333.33 commencing on July 1, 2019, to be paid thereafter on or before the 15th of every month.
- B. Beginning July 1, 2020 the monthly School District payment shall increase by a mutually agreed upon percentage which shall be no less than the increase in the South Dakota state aid formula for school districts. Said increase shall be agreed upon on or before March 31st of every year this Agreement remains in effect commencing in 2020.
- C. Further, effective July 1, 2018 the School District has a credit balance as a result of an earlier overpayment to the CITY in the amount of \$5,332.00. Therefore, this credit shall be applied to the July and August monthly payments in 2018 as well as a portion of the September 2018 payment (\$1,165.34).

IV. CHAIN OF COMMAND:

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

- A. The North Sioux City Chief of Police retains ultimate authority and responsibility for the SRO and School District authority will not supersede departmental authority. However, SRO will report to the building principal or designee when they are in the various school buildings. Within the school setting, the building principal or his/her designee will serve as the on-site supervisor for the SRO. During these times, the SRO is subject to all applicable School District policies.
- B. The SRO will report to the Chief of Police and in his absence or inability to act, the SRO will report to the police officer in charge at that time.
- C. The School District principals or their written designee will be the primary contact persons for the school system with the SRO.
- D. The SRO will,

1. Report their daily schedule to the building principals or his designee.
 2. Accept assignments from both the Police Department and the school, and keep each informed of the SRO's daily assignments and schedules.
- E. The parties agree that the SRO is a city employee and directly responsible to the City of North Sioux City and its Police Department.
- F. The SRO is considered a "school official" as they perform a service or function as a member of the building administrative team. In the regard, the SRO as school officials may have access to student records, where there is a legitimate educational interest, such as assistance in school disciplinary or attendance matters; however, the SRO will be under the direct control of the School District with respect to the use and maintenance of educational records; and will be subject to the District's Student Records policies, including the rules governing the use and re-disclosure of personally identifiable information from the students education records. This provision is intended to comply with the Family Education Rights and Privacy Act.
- G. While acting as a "school official", the SRO may view video records that relate to school discipline or safety issues, however the video records remain the property of the School District and may not be shown to students, parents or guardians without a subpoena or court order.

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

V. REPORTS AND REPORTING PROCEDURES:

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

3. All reports will be routed to the records section for processing.
- B. The SRO will be accessible to crime victims, including but not limited to:
1. The SROs must make themselves available to students and faculty for the purpose of processing a crime victim's report.
 2. The SRO will maintain an office and be based at the District buildings. The SRO will post regular office hours in the Senior and Middle School, stating the times of the day when he will be available for students and faculty. Schedules and locations for the SRO activities will be established by the School District and the Police Department.
 3. The SRO will maintain a post box for receipt of correspondence, mail and messages from crime victims.
- C. The SRO will assist with crime reporting in the following manner:
1. The SRO will periodically educate the school faculty concerning the information needed to refer a crime report and assist with information designed to allow the faculty members to make a decision between the charging of a crime and disciplinary actions by the School District.
 2. Through utilization of school publications, announcements and personal appearances designed to encourage crime victims and witnesses to report crimes.
 3. Through publication and distribution of methods by which to contact the SRO and Police Department.
 4. The distribution of departmental cards showing their name and office telephone number for persons who need to contact them.

VI. WORK SCHEDULE:

The parties agree that:

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

VII. DUTIES AND RESPONSIBILITIES

The parties agree that:

- A. The City will ensure that the SRO will attend such training as reasonably required by the District, including, but not limited to, training on the District's anti-bullying/harassment and student records policies and procedures. Such training will be conducted only during the hours that the SRO is providing services to the District.
- B. The SRO may maintain an office in the School District buildings.
- C. The SRO will set and maintain to the extent possible regular office hours.
- D. The SRO will maintain a schedule of office hours and work locations and post the same with the Police Department.
- E. The SRO will meet regularly with the Department of Social Services.
- F. The SRO will make patrols of the school buildings and property and check suspicious persons and vehicles.
- G. The SRO will investigate crime and make reports of his investigations.
- H. The SRO is encouraged to attend school functions and become better acquainted with parents, students and faculty in a social atmosphere.
- I. The SRO will establish a sound, cooperative working atmosphere with school administrators and faculty.
- J. The SRO will not be involved in administering school disciplinary matters.
- K. The SRO will keep the school principals advised concerning their work and will bring to their attention all matters calling for a decision by the school principal.
- L. The SRO will make and present classroom presentations on legal and safety subjects consistent with School District policies, Police Department policies and City and State laws.
- M. The SRO will use his or her best efforts to be available during school lunch hours, shortly prior to and after school hours and for special functions which will draw large crowds, such as sporting events.

- N. The SRO is identified as the Truancy Officer for the District, and in this position the SRO will contact with the parent/guardian of the student (which may necessitate a home visit) to resolve the truancy issue.
- O. The SRO will work in conjunction with other department personnel to coordinate additional police services as necessary, such as K-9 searches of school facilities.
- P. The SRO will attend the School Board meetings when requested.
- Q. The SRO will complete a monthly Administrative Report detailing the general information concerning the performance of services provided. The information contained in the report should include, but not be limited to:
 - 1. The number of student contacts;
 - 2. The type of incident;
 - 3. The number of citations/warnings issued;
 - 4. The number of custodial arrests;
 - 5. The number of cases assigned and/or cleared; and
 - 6. The comparison of data from the previous year to evaluate the impact of the program.

VIII. VACATION LEAVE:

The parties agree that;

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

IX. EQUIPMENT:

The parties agree that;

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

X. OFFICE SPACE:

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

XI. DRESS CODE:

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

XII. NORTH SIOUX CITY POLICE STANDARD OPERATING PROCEDURE:

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

XIII. COMPLIANCE WITH POLICE DEPARTMENT PROCEDURES:

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

XVI. MISCELLANEOUS:

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

XV. CANCELLATION:

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

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

XVI. SEPARABILITY:

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

XVII. ENTIRE AGREEMENT:

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

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2018.

CITY OF NORTH SIOUX CITY
SOUTH DAKOTA

DAKOTA VALLEY SCHOOL DISTRICT

BY: _____

BY: _____

Randy Fredericksen

Its: Mayor

Its: _____

ATTEST:

ATTEST:

Susan Kloostra
Finance Officer

Its: _____



City Council MEMO

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

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 10/1/2018
Re: Flynn Phase 2 Preliminary Plat

Background: the Flynn Phase 2 project is moving along nicely. All of the funding sources have been put in place and letters of intent are signed to purchase the land that is available by where the new street will be placed. JEO is the engineering firm that is working with NSCEDC and Andrew Nilges on the project. As was previously made aware to the Council is the project is actually going to be run through the City's finances, but Andrew will be the lead for the project.

The preliminary plat was taken before the Planning Commission on 9/26/2018 and was approved. The prelim plat breaks the current land into 9 lots. Lots 2 through 7 is was the City has letter of intent for purchase. The prelim plat lays out the area where the street will go, where utility easements are located, and what the lot sizes will be.

Once the preliminary plat is approved the project can go out for bid. The construction documents are nearly complete.

Financial Consideration: None at this time

Recommendation: City Administrator would recommend the approval of the preliminary plat for Flynn Tract 7.



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 Executive Director
Date: 10/1/2018
Re: Flynn Business Park Phase II – Preliminary Plat

Background: The preliminary plat is for Flynn Business Park Phase II. This phase of Flynn Business Park development would add 6 new lots that will be purchased by private companies. There will be two lots created that will remain available for development and owned by the NSCEDC. The development will also add street, water, and sewer infrastructure.

The NSCEDC has been working with JEO on the preliminary plat and infrastructure design. The NSCEDC has also collaborated with the businesses purchasing the 6 lots to ensure the preliminary plat meets their needs. Greg Meyer prepared the Preliminary Engineering Report, Environmental Narrative, and map layout prior to turning over all work to JEO for the project design and platting.

JEO will be present at the meeting to discuss the project and answer any questions.

The preliminary plat was approved by Planning & Zoning on September 26.

Recommendation: Approval of the preliminary plat for Flynn Business Park Phase II.

PRELIMINARY PLAT FLYNN TRACT 7
AN ADDITION TO THE CITY OF NORTH SIOUX CITY,
UNION COUNTY, SOUTH DAKOTA.



Ph: 402.494.7019
1909 Dakota Avenue
South Sioux City, NE 68776

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 OF FLYNN TRACT 1, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, AND PART OF LOT B OF LOT A, ALL IN THE NORTH HALF OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF FLYNN TRACT 6, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA; THENCE S87°22'12"W (ASSUMED BEARING) ON THE NORTH LINE OF LOTS 1 AND 2 OF SAID FLYNN TRACT 6, A DISTANCE OF 775.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S03°19'41"E ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 281.13 FEET TO THE NORTHWEST CORNER OF LOT 2 OF FLYNN TRACT 4, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA; THENCE S03°24'42"E ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 83.28 FEET TO THE NORTHEAST CORNER OF LOT 1 OF FLYNN TRACT 5, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA; THENCE N87°21'15"W ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 12.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S87°21'15"W ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 479.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST RIGHT OF WAY LINE OF UNION COUNTY HIGHWAY 1B, THENCE N39°22'29"W ON SAID RIGHT OF WAY LINE, A DISTANCE OF 616.07 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID TRACT 1; THENCE N87°22'33"E ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 178.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING ON SAID NORTH LINE, A DISTANCE OF 178.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING ON SAID NORTH LINE OF HEPAR TRACT 1 AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, A DISTANCE OF 678.88 FEET TO THE SOUTH RIGHT OF WAY LINE OF WATERS ROAD; THENCE CONTINUING N03°20'11"W ON HEPAR TRACT 1, A DISTANCE OF 1123.24 FEET TO THE SOUTH RIGHT OF WAY LINE OF WATERS ROAD; THENCE CONTINUING N03°20'11"W, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF LOT A IN THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE N87°24'02"E ON THE WEST LINE OF SAID LOT A, A DISTANCE OF 1253.63 FEET TO THE POINT OF BEGINNING CONTAINING 49.47 ACRES, MORE OR LESS.

ACCESS EASEMENT DESCRIPTION

A PARCEL OF LAND LOCATED IN NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, FLYNN TRACT 6 AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA; THENCE S87°22'12"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID FLYNN TRACT 6, A DISTANCE OF 775.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING S87°22'12"W ON THE NORTH LINE OF LOTS 1 AND 2 OF SAID FLYNN TRACT 6, A DISTANCE OF 742.18 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID TRACT 6; THENCE CONTINUING S87°22'12"W, A DISTANCE OF 30.00 FEET; THENCE N03°19'41"W, A DISTANCE OF 40.18 FEET; THENCE N47°53'33"W, A DISTANCE OF 73.29 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ON A 340.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 80.19 FEET, THE CHORD OF SAID CURVE BEARS N43°54'27"E, A DISTANCE OF 153.33 FEET; THENCE N87°21'15"W ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 43.54 FEET; THENCE N87°22'33"E ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 178.72 FEET TO THE POINT OF BEGINNING CONTAINING 0.74 ACRES, MORE OR LESS.

DEDICATION:

KNOWN TO ALL MEN BY THESE PRESENTS, THAT WE, THE CITY OF NORTH SIOUX CITY, AND EUGENE AND CHERYL FLYNN, OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYORS CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS AND NAMED AS SHOWN, SAID SUBDIVISION TO HEREAFTER BE KNOWN AS FLYNN TRACT 7, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE THIS PLAT, WE DO FURTHER GRANT PERPETUAL EASEMENT TO THE MID AMERICAN POWER COMPANY, TELEPHONE COMPANY, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES CROSSARMS, DOWNGAYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO LAY AND REPAIR, REPAIR OR REPLACE OR TO CARRY AND MAINTAIN TELEVISION SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION THEREON, OVER, THROUGH, UNDER, AND ACROSS A SIX FOOT (6') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN SIX FOOT (6') WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINE OF ALL INTERIOR LOTS; AND A SIX FOOT (6') WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, TO BE ERECTED AND MAINTAINED AS USES LOT OR LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION, TO PERMANENTLY BE USED FOR SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT TO NOT THEM OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

SURVEYOR'S REPORT:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE CITY OF NORTH SIOUX CITY. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER AND SUBDIVIDE A PARCEL OF LAND LOCATED IN LOT 2 OF FLYNN TRACT 1 AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, INTO LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, ALL IN THE NORTH HALF OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE 5/8" REBAR WITH PLASTIC CAP STAMPED LS 2185, UNLESS NOTED OTHERWISE. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED LS 100757, UNLESS NOTED OTHERWISE.

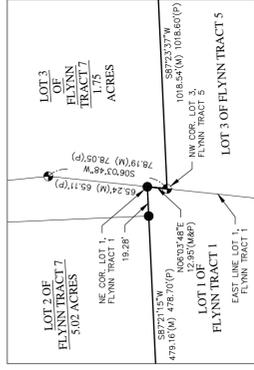
ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R8 GNSS RECEIVER, AND A 100 FOOT STEEL TAPE.

SURVEYOR'S CERTIFICATE:

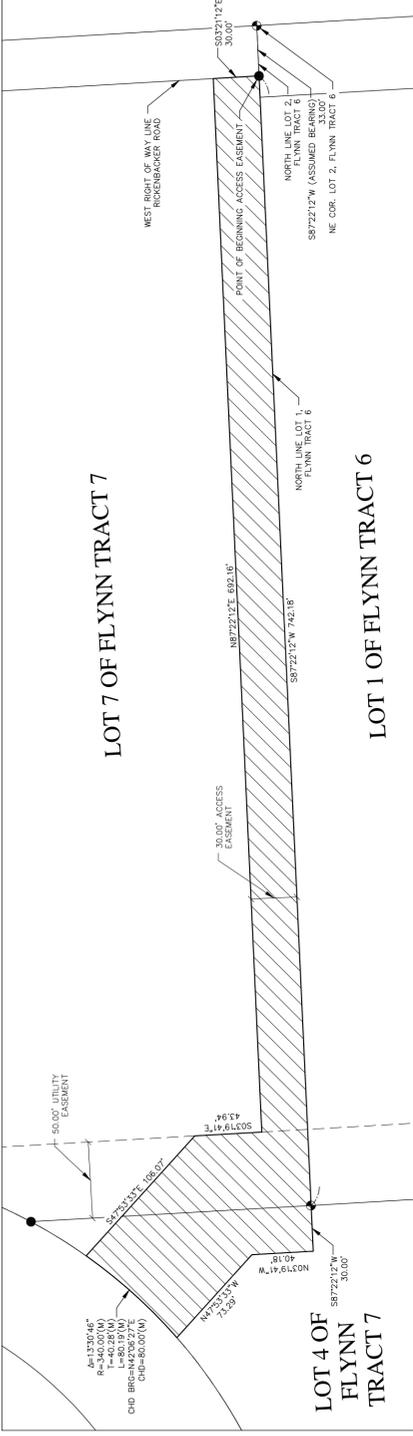
I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

JEFFREY J. SERAFIN, LS 10675

DETAIL "B"
SCALE 1"=60'



DETAIL "B"
SCALE 1"=60'



Curve #	Length	Radius	Delta	Tangent	Chord Bearing	Chord Length	Chord
C1	220.10'	340.00'	0.7702925°	114.06'	S68°59'06"W	216.28'	
C2	168.31'	260.00'	0.3702925°	87.22'	S68°59'06"W	163.39'	
C3	412.46'	259.53'	0.9103237°	284.36'	S42°06'28"W	370.40'	
C4	43.89'	340.00'	0.0723146°	21.98'	S83°09'56"W	43.86'	
C5	308.27'	340.00'	0.5196365°	165.84'	S47°09'34"W	297.82'	
C6	186.93'	340.00'	0.3130307°	95.89'	S72°06'28"W	184.58'	

--- SETBACK LINE

FRONT YARD SETBACK: 25 FEET

REAR YARD SETBACK: 20 FEET

PROJECT NO. R180914.00

DATE 9/19/2018

DRAWN BY RMO

FILE NAME

FIELD BOOK N SIOUX CITY #1

FIELD CREW

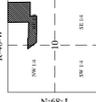
SURVEY FILE NO. 000000

REVIEW BY

REVIEW DATE

REVISIONS

VICINITY SKETCH



LEGEND
● MONUMENT FOUND
○ BEARER DISTANCE
D BEARER DISTANCE
M MEASURED DISTANCE
R RECOVERED DISTANCE



OWNER/SUBDIVIDER
EUGENE AND CHERYL FLYNN AND
THE CITY OF NORTH SIOUX CITY
A SOUTH DAKOTA MUNICIPAL CORPORATION
504 RIVER DRIVE
NORTH SIOUX CITY, SD 57049

ENGINEER
JEO CONSULTING GROUP INC.
1909 DAKOTA AVENUE
SOUTH SIOUX CITY, NE 68114

SURVEYOR
JEFFREY J. SERAFIN, LS 10675
JEO CONSULTING GROUP INC.
1909 DAKOTA AVENUE
SOUTH SIOUX CITY, NE 68114



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: 10/1/2018
Re: North Derby Lane Overlay Change Order #1 and #2

Background: The North Derby Lane Overlay project was awarded to Knife River Midwest during the 3/5/2018 Council meeting. The budgeted amount for the project was \$631,000, the engineers estimate was \$428,832.48, and the accepted bid amount was \$220,844.50.

Change Order #1 for the project is due to an increase in the amount of leveling course material that needed to be used, patching of areas we did not anticipate, and shoulder material needed to be used. Change Order #1 is for an increase to the contract price of \$25,864.81.

Change Order #2 for the project is also for increases to materials. The increases were needed to make the correct transitions to other streets extending off the project. Change Order #2 is for an increase to the contract price of \$2,439.56.

The total amount of the two change orders is for \$28,304.40. The total contract would be increased to \$249,148.87, which is still below the budgeted amount of \$631,844.50.

The project is completed

Financial Consideration: An increase to the contract amount of \$28,304.40

Recommendation: City Administrator would recommend approval of Change Orders #1 and #2 for the North Derby Lane Overlay Project.

CHANGE ORDER

Change Order No: Two
Date: September 24, 2018
Agreement Date: March 5, 2018

NAME OF PROJECT : North Sioux City – North Derby Lane Overlay

OWNER: City of North Sioux City, SD

CONTRACTOR: Knife River Midwest, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:
See the attached spreadsheet for the adjustment in quantities.

Justification:
Requested by the contractor

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$220,844.50

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$245,707.39

The CONTRACT PRICE due to this CHANGE ORDER will be increased by:
\$2,439.56.

The new CONTRACT PRICE including this CHANGE ORDER will be \$249,148.87

Change to CONTRACT TIME:

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

The date for completion of all work will be September 1, 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

Gregory C Meyer

Accepted by: Knife River Midwest, LLC

Bruce J. ... 9-25-18

Pay Request Two (Final) and Change Order Two.
24-Sep-18

North Derby Overlay Project		Knife River		Pay Request One		Change Order One		Pay Request Two		Change Order Two			
Item No.	Item Description	Quantity	Units	Unit Price	Total	Quantity	Total	Quantity	Total	Quantity	Total		
1	Remove existing turning Arrows	2.0	Each	\$ 183.16	\$ 366.32	0	\$ -	(2.0)	-366.32	0	\$ -		
2	8" PCCP base for intersection of Freedom Dr. and N. Derby Lane	181.0	sq. yds.	\$ 133.20	\$ 24,109.20	160	\$ 21,312.00	(21.0)	-2797.2	160	\$ 21,312.00		
3	HMA Leveling Course	200	tons	\$ 107.72	\$ 21,544.00	423.38	\$ 45,606.49	223.4	24062.4936	423.38	\$ 45,606.49		
4	Class 13 Excavation for asphalt patches	57	cu. Yds.	\$ 121.71	\$ 6,937.47	55	\$ 6,694.05	(2.0)	-243.42	55	\$ 6,694.05		
5	Full Depth Patches by Area	31	sq. yds.	\$ 204.87	\$ 6,350.97	51.1	\$ 10,468.86	20.1	4117.887	51.1	\$ 10,468.86		
6	HMA Surface Course-(1,000,000 ESALS)												
	1/2 Mix - Friction L-4, PG 58-28	17,302	sq. yds.	\$ 7.83	\$135,474.66	17302	\$135,474.66	-	-	17646.83	\$138,174.68		
7	HMA for pavement transition -(1,000,000 ESALS)												
	1/2 Mix - Friction L-4, PG 58-28	908.4	sq. yds.	\$ 8.01	\$ 7,276.28	908.4	\$ 7,276.28	-	-	0	\$ 7,834.58		
8	Provide & Install Shoulder Material	1,150	sq. yds.	\$ 3.85	\$ 4,427.50	1679	\$ 6,464.15	529.0	2036.65	1679	\$ 6,464.15		
9	Traffic Control	1.0	L.S.	\$ 3,422.71	\$ 3,422.71	1	\$ 3,422.71	-	-	1	\$ 3,422.71		
10	Adjust Valve Boxes	2.0	Each	\$ 58.38	\$ 116.76	0	\$ -	-	-	0	\$ -		
11	#4 Epoxy Coated rebar	1,594.0	l.f.	\$ 1.88	\$ 2,996.72	1260	\$ 2,368.80	(334.0)	-627.92	1260	\$ 2,368.80		
12	Adjust Manhole Ring and Cover	2.0	Each	\$ 351.00	\$ 702.00	0	\$ -	-	-	0	\$ -		
13	Painted Pavement Marking	119.6	Stations	\$ 20.15	\$ 2,409.94	103.85	\$ 2,092.58	(15.8)	-317.3625	103.85	\$ 2,092.58		
14	Right Turn Arrow Symbol per MUTCD	2.0	Each	\$ 91.58	\$ 183.16	0	\$ -	-	-	2	\$ 183.16		
16	Incidentals	1.0	L.S.	\$ 4,526.81	\$ 4,526.81	1	\$ 4,526.81	-	-	1	\$ 4,526.81		
Total Amount Due					\$220,844.50	\$245,707.39					\$ 25,864.81	\$249,148.87	\$2,439.56

CHANGE ORDER

Change Order No: One
Date: September 12, 2018
Agreement Date: March 5, 2018

NAME OF PROJECT : North Sioux City – North Derby Lane Overlay

OWNER: City of North Sioux City, SD

CONTRACTOR: Knife River Midwest, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

See the attached spreadsheet for the adjustment in quantities.

Justification:

Requested by the contractor

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$220,844.50

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$220,844.5

The CONTRACT PRICE due to this CHANGE ORDER will be increased by:
\$25,864.81.

The new CONTRACT PRICE including this CHANGE ORDER will be \$245,707.39

Change to CONTRACT TIME:

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

The date for completion of all work will be September 1, 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 *Hoppy E Meyer 9-25-2018*

Accepted by: Knife River Midwest, LLC *Bruce [Signature] 9-25-18*

Pay Request One & Change Order One.

12-Sep-18

North Derby Overlay Project		Knife River		Pay Request One		Change Order One	
Item No.	Item Description	Quantity	Units	Unit Price	Total	Quantity	Total
1	Remove existing turning Arrows	2.0	Each	\$ 183.16	\$ 366.32	0	\$ -
2	8" PCCP base for intersection of Freedom Dr. and N. Derby Lane	181.0	sq. yds.	\$ 133.20	\$ 24,109.20	160	\$ 21,312.00
3	HMA Leveling Course	200	tons	\$ 107.72	\$ 21,544.00	423.38	\$ 45,606.49
4	Class 13 Excavation for asphalt patches	57	cu. Yds.	\$ 121.71	\$ 6,937.47	55	\$ 6,694.05
5	Full Depth Patches by Area	31	sq. yds.	\$ 204.87	\$ 6,350.97	51.1	\$ 10,468.86
6	HMA Surface Course-(1,000,000 ESALS)	17,302	sq. yds.	\$ 7.83	\$ 135,474.66	17302	\$ 135,474.66
7	1/2 Mix - Friction L-4, PG 58-28	908.4	sq. yds.	\$ 8.01	\$ 7,276.28	908.4	\$ 7,276.28
8	HMA for pavement transition -(1,000,000 ESALS)	1,150	sq. yds.	\$ 3.85	\$ 4,427.50	1679	\$ 6,464.15
9	Provide & Install Shoulder Material	1.0	L.S.	\$ 3,422.71	\$ 3,422.71	1	\$ 3,422.71
10	Traffic Control	2.0	Each	\$ 58.38	\$ 116.76	0	\$ -
11	Adjust Valve Boxes	1,594.0	l.f.	\$ 1.88	\$ 2,996.72	1260	\$ 2,368.80
12	#4 Epoxy Coated rebar	2.0	Each	\$ 351.00	\$ 702.00	0	\$ -
13	Adjust Manhole Ring and Cover	119.6	Stations	\$ 20.15	\$ 2,409.94	103.85	\$ 2,092.58
14	Painted Pavement Marking	2.0	Each	\$ 91.58	\$ 183.16	0	\$ -
16	Right Turn Arrow Symbol per MUTCD	1.0	L.S.	\$ 4,526.81	\$ 4,526.81	1	\$ 4,526.81
	Incidentals						
	Total Amount Due				\$ 220,844.50		\$ 245,707.39
							\$ 25,864.81