



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

PROPOSED AGENDA

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Approval of Minutes: October 15, 2018 Regular Meeting
- F. Agenda Items
  - 1. Alcohol Renewal
  - 2. Plat Lots 1-9 of Flynn Tract 7
  - 3. Flynn Phase 2 Reimbursement Agreement
  - 4. FY2019 Employee Insurance
  - 5. City Buildings Cleaning Bid
  - 6. Trash Hauling Bid
  - 7. FiberComm Contract
- G. Community and Council Input
  - 1. Missouri River Corp of Engineer Meeting – Stoney Creek Hotel – Nov. 7 @ 4PM
  - 2. SD Chamber of Commerce – Legislative Update – Nov. 14 @ 4PM – City Hall
  - 3. DVBC Business Coffee – Nov. 15 @ 9:30AM – J&M Real Estate
  - 4. Streetscape Public Meeting #2 – Nov. 20 @ 7PM – City Hall
- H. Executive Session\*
  - 1. Contractual
  - 2. Personnel
- I. Approval of Bills
- J. Adjournment

**UNAPPROVED**  
**North Sioux City, South Dakota**  
**City Council Regular Meeting Minutes**  
October 15, 2018

Meeting called to order at 7:02 p.m. by Mayor Fredericksen. Berg, Blaeser, Carpenter, Cropley, Green and Parks were present. Absent: Slater. 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 as presented. All members present voted aye.

Motion by Green second by Berg to approve the October 1 Regular Council Meeting Minutes. All members present voted aye.

Finance Officer Susan Kloostra administered the oath for Kodi Benson, newly appointed Ward 3 Alderman.

City Engineer Greg Meyer reported Lakeshore Estates developer's request to raise the water line to above the storm water line, adding insulation, and being raised to 4'9" cover. The revision, submitted by DGR Engineering, has been approved by the State. Meyer stated he hasn't reviewed the shop drawings nor the insulation supplier's documentation as he hasn't seen them. An issue on previous drawings showed the water main above the storm sewer but it is no longer on the drawings and joint deflections will be used, not footings. Meyer states this revision is a good change for the City and recommends approval of the submitted request subject to receiving shop drawings and pipe joint deflections sloping not at a 45-degree angle. Cropley inquired if the ground water is a new issue or the same; Meyer stated it's the same. Motion by Green second by Berg to approve the changes as presented, contingent upon receipt of shop drawings and sloping deflections, after approval of Meyer and Mayor Fredericksen. All members present voted aye.

Dwight Berglin and Chad Richardson, from Quam, Berglin & Post P.C., gave an overview of the City's Audit report for Fiscal Year 2017. Kloostra reported receiving Legislative Audit's letter approving the FY2017 Audit. Motion by Parks second by Cropley to accept the FY2017 Audit as presented. All members present voted aye.

NSCEDC requested Council's approval to move forward with bid notices for the Flynn Phase 2 project, after receiving any changes and approval from the EDA. Two additional bids will be received for options to extend the Water Road North, both being paid outside of the original project's scope. Motion by Cropley second by Blaeser to approve bidding the project, contingent upon EDA approval. All members present voted aye.

On September 4, Council approved Ordinance 2018-01 which created a new on sale alcohol license for full service restaurants. Per the ordinance, Council will initially set the license fee by resolution within ninety (90) days. The fair market value will be set for ten years at or above the current fair market value. The fair market value is determined by any person who purchased an on-sale license within the last five years. Motion by Berg second by Carpenter to approve Resolution 2018-04 as presented. All members present voted aye.

CITY OF NORTH SIOUX CITY  
RESOLUTION 2018-03

A RESOLUTION ESTABLISHING THE LICENSE FEE FOR ON SALE FULL SERVICE ALCOHOLIC BEVERAGE  
LICENSES FOR FULL SERVICE RESTAURANTS AS PROVIDED IN ORDINANCE 2018-01

WHEREAS, the City Council passed the second reading of Ordinance 2018-01 for Section 5.08.065 of the City of North Sioux City City Code on September 4, 2018; and

WHEREAS, Ordinance 2018-01 was published in the local newspaper one (1) time on September 13, 2018; and

WHEREAS, twenty (20) days have elapsed since the publication of the ordinance which was not referred to a public vote or challenged; and

WHEREAS, the Ordinance now has the full effect of law in the City of North Sioux City; and

WHEREAS, Ordinance 5.08.065 requires the City Council to establish a license fee amount for those wishing to apply for, be approved for, and obtain a license pursuant to this section.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA;

THAT, the license fee for an On-Sale Licenses for Alcoholic Beverages in Full Service Restaurants pursuant to ordinance 5.08.065 be set at \$50,000 (fifty thousand dollars); and

THAT, the above stated license amount is based on sales of local liquor licenses purchased within City Limits with in the last five (5) years.

AND FURTHER BE IT RESOLVED, THAT it is necessary and appropriate to set this amount to comply with state law and City Ordinance 2018-01 in chapter 5.08 of the City of North Sioux City Ordinances.

The above Resolution was moved by Councilmember Berg and seconded by Councilmember Carpenter and was approved by a vote of 8 to 0 at a meeting duly called and held on October 15, 2018.

Dated this 15<sup>th</sup> day of October, 2018

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

ATTEST:

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

Community/council input:

- 1) Cropley referred to the Parks Board minutes and the budget comment. Cropley restated her concern why the Parks Board did not present requests for FY2019. Carpenter asked for an update regarding the SplashPad. Mayor Fredericksen informed Council how he had spoken with a vendor at the SDML conference regarding recirculating systems. Cherry will ask the Parks Board to attend the November 19 meeting.
- 2) Cropley shared her appreciation for attending the SDML meetings in Pierre. She'd attended a housing presentation which spoke of not forgetting long-time residents. Carpenter stated hearing similar remarks while campaigning.
- 3) Cherry advised of D2's upcoming Open House on October 19, 3-6 p.m.
- 4) Green asked about the Senior Center painting and their signage.

Motion by Cropley second by Parks to enter Executive Session at 7:35 p.m. in accordance with SDCL 1-25-2 (sections 1 and 4) to discuss Personnel matters. All members present voted aye. City Attorney Darrell Jesse was in attendance from 7:55-8:11 p.m. Regular session resumed at 8:11 p.m.

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

AFLAC	856.34	SEP2018 PREM
BEN FISH TIRE CO, INC	112.50	TORO TIRE MOUNTING
BIERSCHBACH EQUIP & SUPPLY	2594.99	PUMP & HOSE (2), TRAFFIC CONES (25)
CERTIFIED TESTING SVCS	2108.00	S DERBY-RECONS PROJ
CHERRY, TED	569.12	EXP REIMB-CONF IN BALTIMORE, MD
CITY OF SIOUX CITY IOWA	16995.75	4QTR2018 WOODBURY CTY COMM CTR
CITY OF SIOUX CITY	34300.80	SEP2018 SWR CHGS USAGE 15,880
CROPLEY, LESA	300.93	MLG REIMB-SDML CONF IN PIERRE, SD
DAKOTA DUNES/NSC TIMES	657.99	SEP2018 PUBLISHING FEES
DEMCO, INC	389.83	LIB SUPP-CD PAGES (3 PK), RING ALBUM (36)
ELECTRONIC ENG CO.	62.50	SR CNTR-REBOOT SYSTEM
FERGUSON WATERWORKS	1493.80	WATER METER
FOUR SEASONS NORTH	224.55	OCT2018 FITNESS CHGS
FRANKS ASPHALT INC.	950.00	SR CNTR-CLN, INSTALL ASPHALT WEDGE
FREDERICKSEN, RANDY	251.16	MLG REIMB-DRIVE TO PIERRE, SD
GILL HAULING	9037.47	SEP2018 RESIDENTIAL WASTE
GOV FIN OFFICERS	160.00	FIN OFFICERS MEMBERSHIP
H2O 4 U	35.00	BOTTLED WATER
HAWKINS, INC	5.00	SULFUR DIOXIDE CYLINDER
INGRAM LIB SVCS	1339.17	BOOKS (90), DVD (5)
JACK'S UNIFORMS & EQUIP	275.75	CLOTHING ALLOWANCE
EAKES OFFICE SOLUTIONS	271.76	SHOP-TOWELS (4 CS), PRISM (2 CS)
SUSAN KLOOSTRA	163.22	MLG REIMB-SDML CONF IN PIERRE, SD
LINDEN, BAYNE	268.80	MLG REIMB-SDML CONF IN PIERRE, SD
LOCAL NO. 749	236.00	NOV2018 DUES
LONG LINES	797.60	OCT2018 PHN & INT CHGS
MERCY BUSINESS HEALTH SVCS	53.33	OCT2018 EAP
PATRICIA MERSCH	52.12	EXP REIMB-SR CNTR-FALL DECRTNS
MIDAMERICAN ENERGY	13817.56	SEP2018 UTILITY CHGS
MIDWEST TAPE	139.31	DVD'S (7)
MIDWEST WHEEL	171.97	PLOW PARTS-TAIL LIGHTS
O'REILLY AUTOMOTIVE, INC.	49.08	OIL FILTER (5)
QUALIFIED PRESORT SVC, LLC	754.00	SEP2018 POSTAGE UTLTY BILLS
QUAM, BERGLIN, & POST PC	21000.00	AUDIT YEAR 2017
RIVER VALLEY, LLP	2162.55	Q32018 TIF PROPERTY TAXES
ROBERTSON IMPLEMENT CO	68.80	MOWER PARTS (14)
SBW INC.	202.86	TORO BLADES
SD ONE CALL	88.48	SEP2018 LOCATES (79)
SXLND CHAMBER OF COMMERCE	132.50	SEMI ANNUAL MEMBERSHIP DUES
STOCKWELL ENGINEERS, INC	3825.00	STREETSCAPE ARCHITECT FIRM-75%
STOREY KENWORTHY	264.18	LIB NAME BADGES (20)
STREETER, DONALD	252.00	MLG REIMB-SDML CONF IN PIERRE, SD
VERIZON WIRELESS	756.19	SEP2018 CELL CHGS
WELTE, LIANE	303.82	EXP REIMB-LIB MTG IN SIOUX FALLS, SD
WRIGHT EXPRESS FLEET SVCS	3277.92	SEP2018 FUEL CHGS

Motion by Parks second by Green to adjourn at 8:20 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: Mayor Fredericksen  
Council Members  
From: Susan Kloostra  
Date: 10/31/218  
Re: Alcohol License Applications

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**Background:** The following applications have been received from businesses requesting to renew their Alcohol Licenses for 2019. The City fees have been paid and the sales and unemployment taxes are current.

Bet On Brown, Inc. (Freeway Clark, Goode To Go)  
Brown Aces (Sugar Daddy's)  
Casey's Retail Company (Casey's General Store)  
Dakota Rose, Inc. (Dakota Reds, Dakota Rose)  
Four Horsemen, LLC (Triple Crown Casino)  
The Glass Palace/Glass Slipper, Inc. (The Glass Palace/ Glass Slipper)  
Intrepid Ventures Operating, LLC (Casino Monaco)  
J & U Inc (Jim's I-29)  
Miller Liquor, Inc. (Miller Liquor)  
She Be, Inc. (Beano & Sherry's Saloon)  
Sky JC, Inc. (Skyline Bar & Casino)  
Waddy's LLC (Wady's Whistlestop Casino)  
Worldwide Holdings, Inc. (VIP Lounge)  
Zort Bros, Inc. (Zort's Prime Time)

**Financial Consideration:** Increase licensing revenue and sales tax revenue.

**Recommendation:** Recommend the approval of the applications.

/srk

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

# 2019

License No. PL-4725

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

BET ON BROWN INC  
PO BOX 1757  
NORTH SIOUX CITY, SD 57049-1757

### B. Business Name and Address

Lic # PL-4725  
FREEWAY CLARK  
1312 RIVER DR SUITE D  
NORTH SIOUX CITY, SD 57049-3000

Owner's Telephone# : 712-251-8165

Business Telephone #: 712-251-8165

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

### D. Legal description of licensed premise:

CITGO Lot of block 1, less south 202 ft of SUDRAK Park, 1st add, in the NW 6.5 3/4 of sec 15 / T8N / R48W 5th pm of NSC, SD, Union

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  Yes  No If Yes, please list on the back page.

E. State Sales Tax Number: 1030-8672-ST

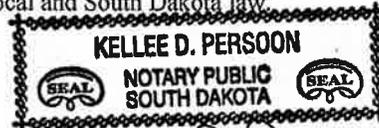
F. New license?  Transfer? (\$150)  Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-17-18 Print Name Sim Brown Signature Jim Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ ~~200.00~~ 400  
Amount of fee retained \$ 400.00  
Forwarded with application \$ ~~400.00~~



Transferred (State Use)

exp 9-24-2024

For Local Government Use

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2019

License No. RW-7576

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

BET ON BROWN INC  
PO BOX 1757  
NORTH SIOUX CITY, SD 57049-1757

B. Business Name and Address

Lic # RW-7576  
HIDEAWAY CASINO #2  
1312 RIVER DR SUITE C  
NORTH SIOUX CITY, SD 57049

Owner's Telephone# : 712-251-8165

Business Telephone #: 712-251-8165

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

D. Legal description of licensed premise:

CITGO Lot of Block 1, Less South 202 ft of SUDRAK Park, 1st Addition, in the new 6.594 Acre 151 78th / R 48w 5th pm of NSC, SA, Union

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  Yes  No If Yes, please list on the back page.

E. State Sales Tax Number: 1030-8673-ST

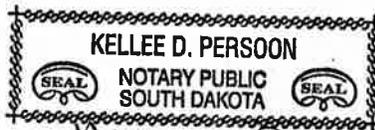
F. New license?  Transfer? (\$150)  Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-17-18 Print Name Jim Brown Signature Jim Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_, Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0



Kellee D. Persoon exp 9-24-2024  
Transferred (State Use)

For Local Government Use

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2019

License No. PL-4734

### Uniform Alcoholic Beverage License Application

**A. Owner Name and Mailing Address**

BET ON BROWN INC  
1301 RIVER DR  
NORTH SIOUX CITY, SD 57049

**B. Business Name and Address**

Lic # PL-4734  
GOODE TO GO  
1301 RIVER DR  
NORTH SIOUX CITY, SD 57049

Owner's Telephone#: 605-251-8165

Business Telephone#: 605-251-8165

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

**D. Legal description of licensed premise:**

LOT 9 SE 1/4, NW 1/4 OUTLET NSC  
LESS 10+ H-1 5/20 ACRES, SEC 15  
T89/R48

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  Yes  No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1030-8679-ST

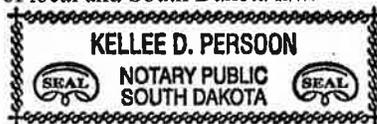
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-17-18 Print Name Jim Brown Signature Jim Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 400  
Amount of fee retained \$ 400  
Forwarded with application \$ 0



Kellee D Persoon  
Transferred (State Use)

EXP 9-24-2024

**For Local Government Use**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2019

License No. RW-6588

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

BET ON BROWN INC  
PO BOX 1757  
NORTH SIOUX CITY, SD 57049-1757

**B. Business Name and Address**

Lic # RW-6588  
GOODE TO GO  
1301 RIVER DR SUITE B  
NORTH SIOUX CITY, SD 57049-3015

Owner's Telephone#: 712-251-8165

Business Telephone #: 712-251-8165

**C. Indicate the class of license being applied for (submit separate application for each class of license).**

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

**D. Legal description of licensed premise:**

LOT C SE 1/4 NW 1/4 outlet NSC  
LESS lot H-1 5/20 acres, sec 15  
T89 / R4B

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes  No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1030-8680-ST

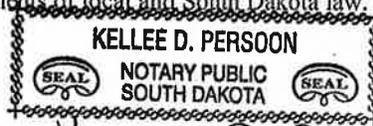
F. New license?  Transfer? (\$150)  Re-issuance?

**G. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-17-18 Print Name Jim Brown Signature Jim Brown

**H. APPROVAL OF LOCAL GOVERNING BODY** - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held.   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0



Kellee D Persoon  
Transferred (State Use) exp 9-24-2024

**For Local Government Use**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2019

License No. RW-7575

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

BET ON BROWN INC  
PO BOX 1757  
NORTH SIOUX CITY, SD 57049-1757

**B. Business Name and Address**

Lic # RW-7575  
GOODE TO GO  
1301 RIVER DR SUITE A  
NORTH SIOUX CITY, SD 57049

Owner's Telephone#: 712-251-8165

Business Telephone #: 712-251-8165

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality? [ Yes] [ ] No

County: Union

Do you own [] or lease [ ] this property? (Check one)

Are real property taxes paid to date? [ Yes] [ ] No

**D. Legal description of licensed premise:**

Lot C Selly, NW 1/4, outlet NSC  
less Lot H-1 5/28 acres, Sec 15  
T89/R48

Is this License in active use? [ Yes] [ ] No

Have you ever been convicted of a felony? [ ] Yes [ No]

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? [ Yes] [ ] No If Yes, please list on the back page.

E. State Sales Tax Number: 1030-8682-ST

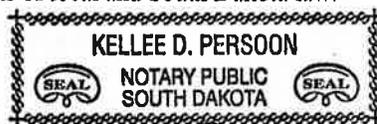
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance? []

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-17-18 Print Name Jim Brown Signature Jim Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0



Kellee D Persoon  
Transferred (State Use)

exp 9-24-2024

**For Local Government Use**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

# 2019

License No. RW-7500

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

BROWN ACES INC  
PO BOX 1757  
NORTH SIOUX CITY, SD 57049-1757

### B. Business Name and Address

Lic # RW-7500  
SUGAR DADDY'S  
100 MILITARY RD  
NORTH SIOUX CITY, SD 57049-3169

Owner's Telephone#: 712 251 8165

Business Telephone #: 712 251 8165

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

### D. Legal description of licensed premise:

Nellie of outlet 5 Corit 1072  
SEC 14/T89N/R46 West of the 5th pm  
NSC, SD

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes  No If Yes, please list on the back page.

E. State Sales Tax Number: 1030-5326-ST

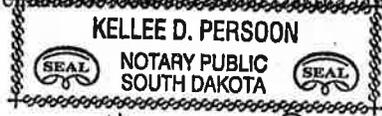
F. New license?  Transfer? (\$150)  Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-17-18 Print Name Jim Brown Signature Jim Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0



Kellee D Persoon  
Transferred (State Use)  
exp. 9-24-2024

### For Local Government Use

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2019

License No. RL-6325

### Uniform Alcoholic Beverage License Application

**A. Owner Name and Mailing Address**

BROWN ACES INC  
100 MILITARY RD STE 6325  
NORTH SIOUX CITY, SD 57049-3169

**B. Business Name and Address**

Lic # RL-6325  
SUGAR DADDYS STE 6325  
100 MILITARY RD STE 6325  
NORTH SIOUX CITY, SD 57049-3169

Owner's Telephone#: 712 251 8165

Business Telephone #: 712 251 8165

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

**D. Legal description of licensed premise:**

NE 1/4 of outlet 5 Box 7 lot 2  
Sec 14 / T 89 N / R 48 West of the 5th pm  
NSC, SD

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  Yes  No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1030-5321-STC

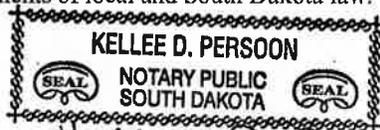
F. New license?  Transfer? (\$150)  Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-17-18 Print Name Jim Brown Signature Jim Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_, Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 1200  
Amount of fee retained \$ 1200  
Forwarded with application \$ 0



Kellee D Persoon  
Transferred (State Use)

EXP 9-24-2024

**For Local Government Use**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW 14 \_\_\_\_\_

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2019

License No. PL-23876

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

CASEYS RETAIL COMPANY  
PO BOX 3001  
ANKENY, IA 50021

Owner's Telephone#: 515-965-6517

**B. Business Name and Address**

Lic # PL-23876  
CASEY'S GENERAL STORE #3589  
100 S DERBY LN  
NORTH SIOUX CITY, SD 57049-3195

Business Telephone #: 605-232-8994

**C. Indicate the class of license being applied for (submit separate application for each class of license).**

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Is this License in active use?  Yes [ ] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes [ ] No **If Yes, please list on the back page.**

Place of business is located in a municipality?  Yes [ ] No

County: UNION

Do you own  or lease [ ] this property? (Check one)

Are real property taxes paid to date?  Yes [ ] No

**D. Legal description of licensed premise:**

A PART OF LOT "S" OF THE NW 1/4 OF THE SE1/4 OF SECTION 15; AND ALSO TOGETHER WITH PART OF SAID NW 1/4 OF THE SE1/4 OF SECTION 15' ALL LOCATED IN TOWNSHIP 89 NORHT, RANGE 48 WEST OF THE 5TH P.M., UNION COUNTY, SOUTH DAKOTA, MORE PARTICULAR DESCRIBED AS FOLLOWS.

Have you ever been convicted of a felony? [ ] Yes  No

E. State Sales Tax Number: 1031-7125-STC

F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance? X

**G. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10/16/2018 Print Name JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S RETAIL COMPANY Signature Julia L. Jackowski

**H. APPROVAL OF LOCAL GOVERNING BODY -** Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ \_\_\_\_\_  
Amount of fee retained \$ \_\_\_\_\_  
Forwarded with application \$ \_\_\_\_\_

**For Local Government Use**

**Transferred (State Use)**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Date Received \_\_\_\_\_

2019

License No. RW-6432

Date Issued \_\_\_\_\_

### Uniform Alcoholic Beverage License Application

#### A. Owner Name and Mailing Address

DAKOTA ROSE INC  
PO BOX 1083  
NORTH SIOUX CITY, SD 57049

#### B. Business Name and Address

Lic # RW-6432  
DAKOTA RED'S  
103 MILITARY RD  
NORTH SIOUX CITY, SD 57049-3088

Owner's Telephone#: 605 232 9247

Business Telephone #: (605) 232-3051

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- ~~Convention Center (on-sale) Liquor~~
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

#### D. Legal description of licensed premise:

Lot 8, N 27' of Sect 9,  
Brunear Addition,  
Section 14, Township 89,  
Range 48

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes  No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1031-2227-STMC

F. New license?  Transfer? (\$150)  Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-30-18 Print Name Sharon Niges Signature \_\_\_\_\_

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0



Peshahandy  
Exp. 11-27-23

For Local Government Use

Transferred (State Use)

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2019

License No. RW-6559

### Uniform Alcoholic Beverage License Application

**A. Owner Name and Mailing Address**

FOUR HORSEMEN LLC  
PO BOX 680  
NORTH SIOUX CITY, SD 57049

**B. Business Name and Address**

Lic # RW-6559  
TRIPLE CROWN CASINO  
108 N MILITARY RD  
NORTH SIOUX CITY, SD 57049

Owner's Telephone# : (605) 334-8905

Business Telephone #: (605) 232-4038

**C. Indicate the class of license being applied for (submit separate application for each class of license).**

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

**D. Legal description of licensed premise:**

Southeast half of outlet 3 and all of outlet 4 except lot E12 in government lot 2 of 14-89-48

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  Yes  No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1011-5620-ST

F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

**G. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10/26/18 Print Name Kirby Mullenburg Signature [Signature]

**H. APPROVAL OF LOCAL GOVERNING BODY** - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0

**For Local Government Use**

**Transferred (State Use)**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

# 2019

License No. RW-6587

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

### B. Business Name and Address

THE GLASS PALACE/GLASS SLIPPER, INC  
430 HIGHWAY 105 N  
NORTH SIOUX CITY, SD 57049-3023

Lic # RW-6587  
THE GLASS PALACE II  
127 WATIER ST  
NORTH SIOUX CITY, SD 57049-3023

Owner's Telephone#: (605) 232-4393

Business Telephone #: (605) 232-4018

### C. Indicate the class of license being applied for (submit separate application for each class of license).

Place of business is located in a municipality?  Yes  No

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

County: UNION

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

### D. Legal description of licensed premise:

LOTS 1, 2 & 3, BLOCK 8  
ORIGINAL N. SIOUX CITY  
SECTION 14  
TOWNSHIP 89N Range 48

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes  No If Yes, please list on the back page.

E. State Sales Tax Number: 1030-8227-STC

F. New license?  Transfer? (\$150)  Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-19-18 Print Name DENNIS BURNIGHT Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0

SUBSCRIBED & SWORN to Before me this  
19th October, 2018, Union County  
State of SD. Shule Kyme, Notary  
my Commission Exp: 9-1-22 public

For Local Government Use

Transferred (State Use)

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

# 2019

License No. RW-6593

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

THE GLASS PALACE/GLASS SLIPPER, INC  
430 HIGHWAY 105 N  
NORTH SIOUX CITY, SD 57049-3023

Owner's Telephone#: (605) 232-4393

### B. Business Name and Address

Lic # RW-6593  
THE GLASS SLIPPER  
110 MAIN ST  
NORTH SIOUX CITY, SD 57049-3113

Business Telephone #: 605-232-4018

### C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Is this License in active use?  Yes [ ] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes [ ] No If Yes, please list on the back page.

Place of business is located in a municipality?  Yes [ ] No

County: UNION

Do you own  or lease [ ] this property? (Check one)

Are real property taxes paid to date?  Yes [ ] No

### D. Legal description of licensed premise:

LOTS 1, 2, & 3 BLOCK 8  
ORIGINAL N. SIOUX CITY  
SECTION 14  
TOWNSHIP 89N RANGE 48

Have you ever been convicted of a felony? [ ] Yes  No

E. State Sales Tax Number: 1030-8228-STC

F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-19-18 Print Name DENNIS BURNIGHT Signature Dennis Burnight

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0

SUBSCRIBED & SWORN TO Before me this  
19th of October, 2018, Union Co, State  
of SD. Shelia Lynn, NOTARY PUBLIC  
My Commission Exp. 9-1-22  
Transferred (State Use)

For Local Government Use

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

# 2019

License No. RW-20081

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

INTREPID VENTURES OPERATING LLC  
416 E ASPEN DR  
SIOUX FALLS, SD 57105-6941

### B. Business Name and Address

Lic # RW-20081  
CASINO MONACO STE 1  
210 MILITARY RD  
NORTH SIOUX CITY, SD 57049-3170

Owner's Telephone# : (605) 333-0515

Business Telephone #: \_\_\_\_\_

### C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- ~~Convention Center (on-sale) Liquor~~
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality? [ Yes] [ ] No

County: Lincoln

Do you own [] or lease [ ] this property? (Check one)

Are real property taxes paid to date? [ Yes] [ ] No

### D. Legal description of licensed premise:

Lot A Lots 1-8 Block 1 Grabbed Park Addition N Sioux City

Is this License in active use? [ Yes] [ ] No

Have you ever been convicted of a felony? [ ] Yes [ No]

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? [ Yes] [ ] No If Yes, please list on the back page.

E. State Sales Tax Number: 1025-5603-57

F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance? []

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-25-18 Print Name Rick Law Signature 

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_, Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held,   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0

For Local Government Use

Transferred (State Use)

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2019

License No. RL-5798

### Uniform Alcoholic Beverage License Application

**A. Owner Name and Mailing Address**

J & U INC  
PO BOX 319  
NORTH SIOUX CITY, SD 57049-0319

Owner's Telephone# : (712) 898-9052

**B. Business Name and Address**

Lic # RL-5798  
JIMS I29  
104 SODRAC DR  
NORTH SIOUX CITY, SD 57049-3153

Business Telephone #: (605) 232-9885

**C. Indicate the class of license being applied for (submit separate application for each class of license).**

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other Sunday Sales

Is this License in active use? [ ] Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
[ ] Yes  No **If Yes, please list on the back page.**

Place of business is located in a municipality?  Yes [ ] No

County: Union

Do you own  or lease [ ] this property? (Check one)

Are real property taxes paid to date? [ ] Yes [ ] No

**D. Legal description of licensed premise:**

Lot D Gov't Lot 2 SW 1/4 of  
the NW 1/4 Section 15  
Township 89 Range 48

Have you ever been convicted of a felony? [ ] Yes [ ] No

E. State Sales Tax Number: 1015-4243-ST

F. New license?      Transfer? (\$150)      Re-issuance?

**G. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10.25.18 Print Name James Potratz Signature [Signature]

**H. APPROVAL OF LOCAL GOVERNING BODY** - Notice of hearing was published \_\_\_\_\_, Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 1200  
Amount of fee retained \$ 1200  
Forwarded with application \$ 0



Peshha Handy  
11.27.23 Exp.

**For Local Government Use**

**Transferred (State Use)**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

Date Received \_\_\_\_\_

# 2019

License No. PL-4724

Date Issued \_\_\_\_\_

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

MILLER LIQUOR INC  
PO BOX 98  
NORTH SIOUX CITY, SD 57049-0098

### B. Business Name and Address

Lic # PL-4724  
MILLER LIQUOR  
101 MILITARY  
NORTH SIOUX CITY, SD 57049

Owner's Telephone# : (605) 232-9247

Business Telephone #: (605) 232-4616

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Winton

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

D. Legal description of licensed premise:

Lot 9, 10, 11; Bureau Addition;  
Section 14; Township 89;  
Range 48

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes  No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1013-5702-57

F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-30-18 Print Name Sharon Nigros Signature \_\_\_\_\_

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 400  
Amount of fee retained \$ 400  
Forwarded with application \$ 0



Pesha Handy  
Exp. 11-27-23

**For Local Government Use**

**Transferred (State Use)**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Please complete reverse side

Date Received \_\_\_\_\_

# 2019

License No. RL-6239

Date Issued \_\_\_\_\_

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

SHE BE INC  
PO BOX 2025  
NORTH SIOUX CITY, SD 57049-2025

Owner's Telephone#: \_\_\_\_\_

### B. Business Name and Address

Lic # RL-6239  
BEANO & SHERRYS SALOON  
200 MILITARY ROAD  
NORTH SIOUX CITY, SD 57049-0000

Business Telephone #: (605) 232-9077

### C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Is this License in active use?  Yes [ ] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
[ ] Yes [ ] No **If Yes, please list on the back page.**

Place of business is located in a municipality?  Yes [ ] No

County: Union

Do you own  or lease [ ] this property? (Check one)

Are real property taxes paid to date?  Yes [ ] No

### D. Legal description of licensed premise:

Lots 1-2-3 and plat of outlot 1 and outlot 2 and NW 1/4 of outlot 3 all in 60' out lot less Hart Tract 2 14-89-48

Have you ever been convicted of a felony? [ ] Yes  No

E. State Sales Tax Number: 1030-5122-STM C

F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10/30/18 Print Name Kimberly Walker Signature \_\_\_\_\_

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 1400  
Amount of fee retained \$ 100  
Forwarded with application \$ 0

Angela R. Harris  
**ANGELA R. HARRIS**  
**NOTARY PUBLIC**  
**SEAL**  
**SOUTH DAKOTA**

**For Local Government Use**  
(Seal) \_\_\_\_\_  
Mayor or Chairman

**Transferred (State Use)**  
From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

# 2019

License No. RL-6238

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

SKY JC INC  
103 N HWY 105  
NORTH SIOUX CITY, SD 57049-3042

Owner's Telephone#: 712-251-2261

### B. Business Name and Address

Lic # RL-6238  
SKYLINE BAR  
103 N HWY 105  
NORTH SIOUX CITY, SD 57049-3042

Business Telephone #: 605-232-9126

### C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Is this License in active use?  Yes [ ] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes [ ] No **If Yes, please list on the back page.**

Place of business is located in a municipality?  Yes [ ] No

County: UNION

Do you own  or lease [ ] this property? (Check one)

Are real property taxes paid to date?  Yes [ ] No

### D. Legal description of licensed premise:

LOTS 1, 2, 3, 4, 5, 6 BLK #1  
AIRPORT ADDN - NORTH SIOUX CITY

Have you ever been convicted of a felony? [ ] Yes  No

E. State Sales Tax Number: 66-001-460417858E-ST-001

F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 11-1-18 Print Name JOAN A CHRISTIANSEN Signature Joan A. Christiansen

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 1200  
Amount of fee retained \$ 1200  
Forwarded with application \$ 0

**For Local Government Use**

(Seal) \_\_\_\_\_  
Mayor or Chairman

**Transferred (State Use)**

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Please complete reverse side

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2019

License No. RW-6407

### Uniform Alcoholic Beverage License Application

**A. Owner Name and Mailing Address**

WADDY'S LLC  
200 RIVER DR PO Box 257  
NORTH SIOUX CITY, SD 57049-3121  
Hudson 57034

**B. Business Name and Address**

Lic # RW-6407  
WADDY'S WHISTLESTOP CASINO  
200 RIVER DR  
NORTH SIOUX CITY, SD 57049-3121

Owner's Telephone#: 712-551-6909

Business Telephone #: 605-232-4867

**C. Indicate the class of license being applied for (submit separate application for each class of license).**

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

**D. Legal description of licensed premise:**

Waterbury Tract 1 Govt Lot 3,  
Outlot 5 North Sioux City, SD

Is this License in active use?  Yes  No

Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes  No If Yes, please list on the back page.

E. State Sales Tax Number: 1033-4073-STMC

F. New license?  Transfer? (\$150)  Re-issuance?

**G. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10/6/18 Print Name Adam Waterman Signature \_\_\_\_\_

**H. APPROVAL OF LOCAL GOVERNING BODY** - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ \_\_\_\_\_  
Amount of fee retained \$ \_\_\_\_\_  
Forwarded with application \$ \_\_\_\_\_

**For Local Government Use**

**Transferred (State Use)**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

**2019**

License No. RW-6455

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

WORLD WIDE HOLDINGS INC  
416 E ASPEN DR  
SIOUX FALLS, SD 57105

**B. Business Name and Address**

Lic # RW-6455  
VIP GAMING LOUNGE  
103 RIVER DR  
NORTH SIOUX CITY, SD 57049-3088

Owner's Telephone# : \_\_\_\_\_

Business Telephone #: (605) 232-0033

**C. Indicate the class of license being applied for (submit separate application for each class of license).**

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- ~~Convention Center (on-sale) Liquor~~
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality? [] Yes [ ] No

County: Union

Do you own [ ] or lease [] this property? (Check one)

Are real property taxes paid to date? [] Yes [ ] No

**D. Legal description of licensed premise:**

14-89-48 Lots 2, 3, & 4 Brunen  
Add N Sioux City Less Rasmussen Ditch  
Less  
Part of Lot 4 Lying N  
Parcel 05-05-14-1005 05618

Is this License in active use? [] Yes [ ] No

Have you ever been convicted of a felony? [ ] Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? [] Yes [ ] No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1017-0420-STC

F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance? []

**G. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-25-18 Print Name Rick Law Signature [Signature]

**H. APPROVAL OF LOCAL GOVERNING BODY** - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ 500  
Amount of fee retained \$ 500  
Forwarded with application \$ 0

**For Local Government Use**

**Transferred (State Use)**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

# 2019

License No. RL-20952

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

ZORT BROS INC  
PO BOX 350  
NORTH SIOUX CITY, SD 57049-0350

### B. Business Name and Address

Lic # RL-20952  
ZORTS PRIME TIME CASINO  
105 S DERBY LN Ste 20952  
NORTH SIOUX CITY, SD 57049

Owner's Telephone#: 712-281-4009

Business Telephone #: (605) 232-9029

### C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other \_\_\_\_\_

Place of business is located in a municipality?  Yes  No

County: Union

Do you own  or lease  this property? (Check one)

Are real property taxes paid to date?  Yes  No

### D. Legal description of licensed premise:

Lot 1 of Lot A Block repat  
Taylor Tract 1 Sect: on NE 1/4  
Section 15 Township 89 Range 48W

Is this License in active use?  Yes  No

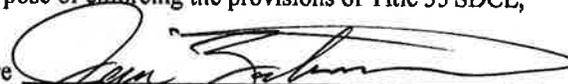
Have you ever been convicted of a felony?  Yes  No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  Yes  No If Yes, please list on the back page.

E. State Sales Tax Number: 1015-2560 ST

F. New license?  Transfer? (\$150)  Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-31-18 Print Name Jim Zortman Signature 

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held   
Amount of fee collected with application \$ \_\_\_\_\_  
Amount of fee retained \$ \_\_\_\_\_  
Forwarded with application \$ \_\_\_\_\_

**For Local Government Use**

**Transferred (State Use)**

(Seal) \_\_\_\_\_  
Mayor or Chairman

From \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 11/05

Please complete reverse side



# 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: 11/5/2018  
Re: Plat Lots 1-9 of Flynn Tract 7

---

**Background:** The Flynn Phase 2 project is moving further toward completion. The bid notification was approved by the Council at the last meeting and should be published within the next 2 weeks.

To move forward with land sales the plat must be completed. Normally final plats are not done until the improvements have been made, but the Planning Commission gave a variance to the NSCEDC to allow for the final plat to move forward. Purchase agreements are not able to be made until the final plat and final legal descriptions have been made. The plat allows for this to happen for Andrew to continue to move forward with the businesses he is working with. The Planning Commission provided the variance and approved the plat at their meeting on 10/24/2018.

The plat creates 9 lots out of the current Northern portion of the Flynn Business Park. Lot 1 will be planted to create a windbreak and will have signage for the development. Lots 2 through 7 have letters of intent to purchase from multiple different businesses both local and from Iowa. Lots 8 and 9 would be retained by NSCEDC for the purposes of future development. In the event bid amounts come in low there is the possibility of completing the road to Water Road to have the ability to develop Lot 8 and portions of Lot 9.

As a general update the bids should be opened in December. At that time the City would know more about when the construction would start. We anticipate the construction to start in late April or early May depending on weather.

The language regarding final plats can be found in Ordinance 17.96.050.

**Financial Consideration:** None at this time

**Recommendation:** Administration would recommend the approval of the Final Plat for Lots 1 through 9 of Flynn Tract 7.

**FINAL PLAT LOTS 1 THROUGH 9 OF FLYNN TRACT 7**  
 BEING PART OF 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

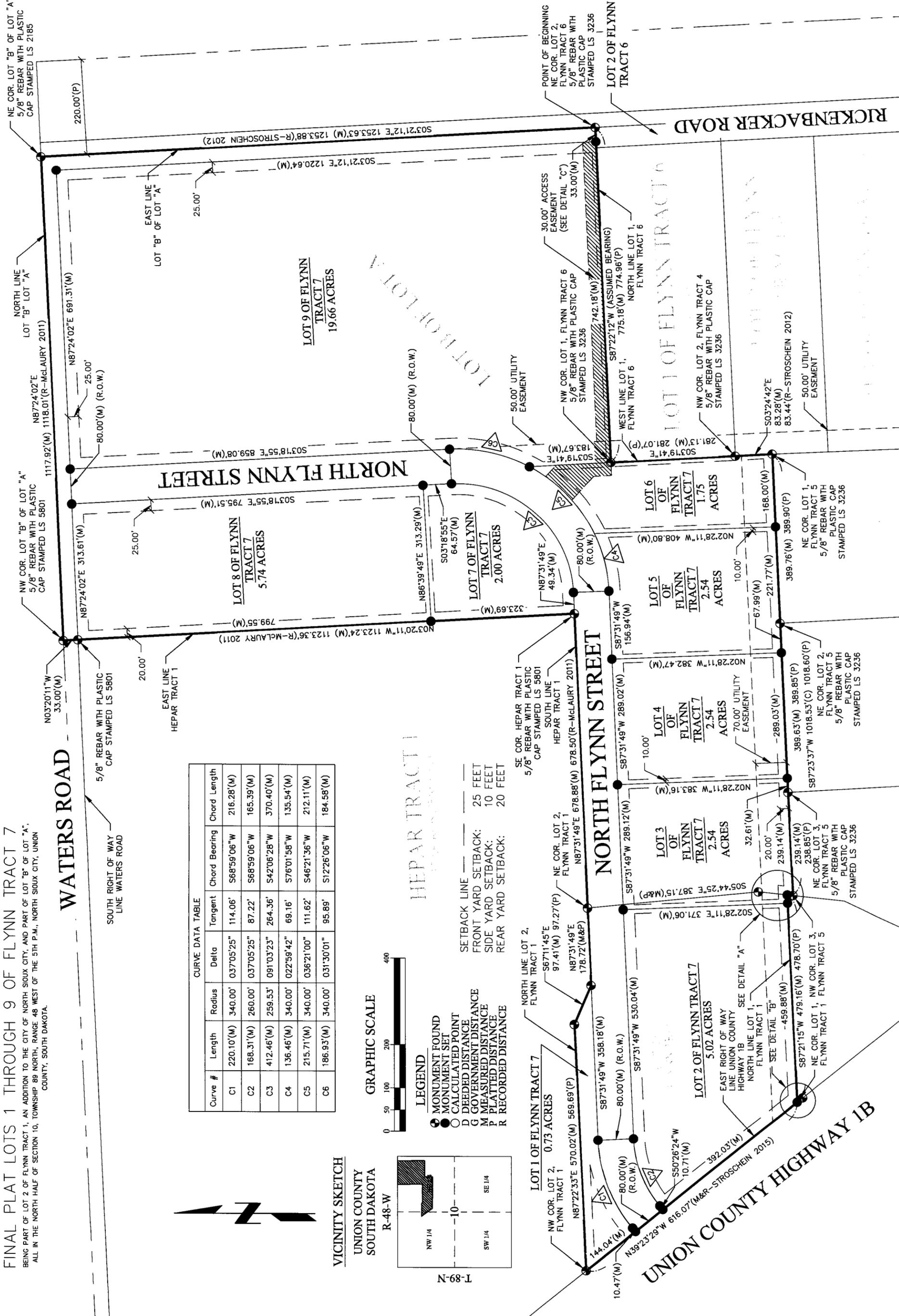


PH: 603.484.7019  
 1390 D. Avenue  
 South Sioux City, NE 68776

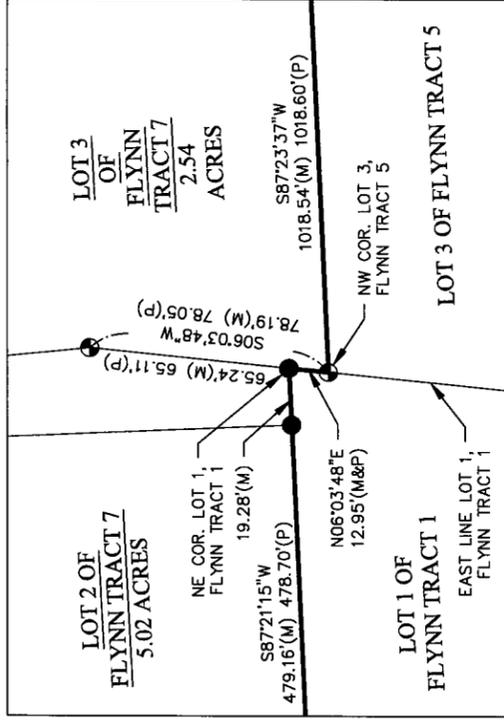
**SECTION 10, TOWNSHIP 89 NORTH  
 RANGE 48 WEST OF THE 5TH P.M.,  
 NORTH SIOUX CITY,  
 UNION COUNTY, SOUTH DAKOTA**

**FINAL PLAT  
 LOTS 1 THROUGH 9 FLYNN TRACT 7**

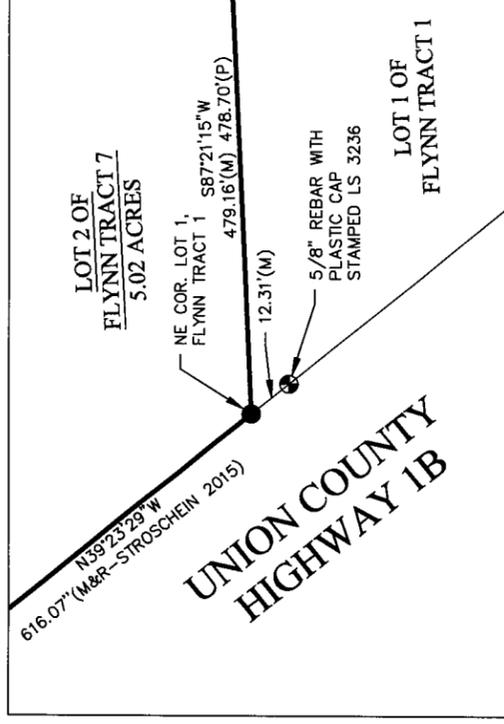
PROJECT NO. R180914.00  
 DATE 10/29/2018  
 DRAWN BY RMO  
 FILE NAME  
 FIELD BOOK N SIOUX CITY #1  
 FIELD CREW DF  
 SURVEY FILE NO.  
 REVIEW BY  
 REVIEW DATE  
 REVISIONS



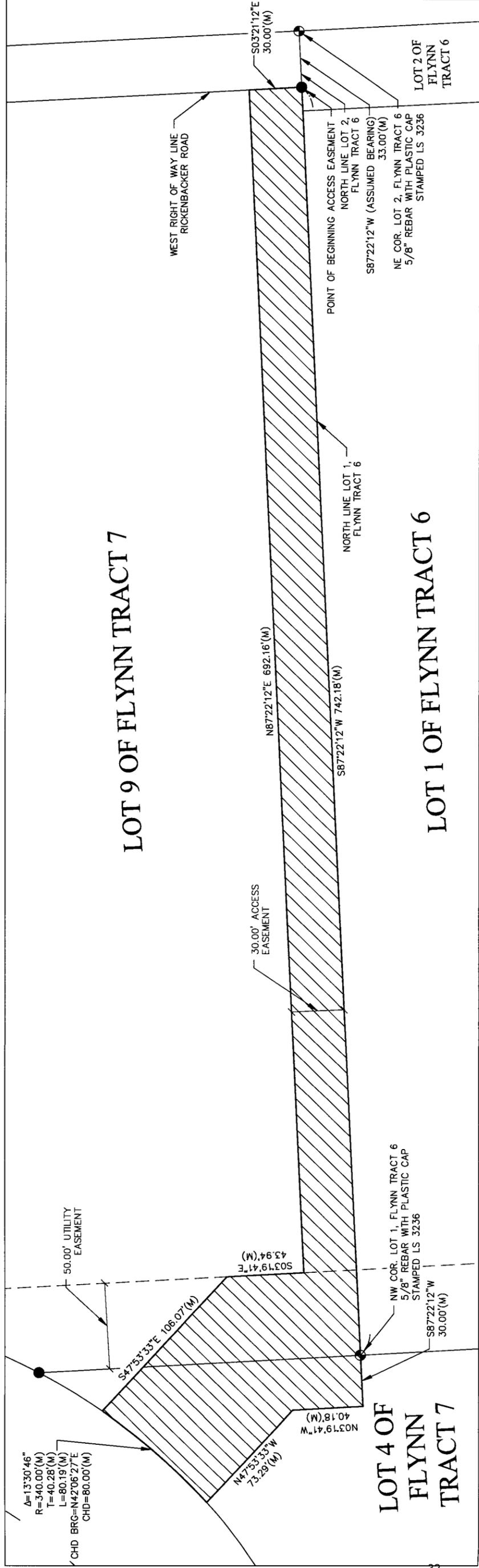
DETAIL "A"  
SCALE 1"=60'



DETAIL "B"  
SCALE 1"=60'



DETAIL "C"  
SCALE 1"=60'



JEO CONSULTING GROUP  
PH: 402.494.7819  
1909 Dakota Avenue  
South Sioux City, NE 68776

SECTION 10, TOWNSHIP 89 NORTH  
RANGE 48 WEST OF THE 5TH P.M.,  
NORTH SIOUX CITY  
UNION COUNTY, SOUTH DAKOTA

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.  
142 W. 11TH ST  
WAHOO, NE 68066--0207

FINAL PLAT  
LOTS 1 THROUGH 9 FLYNN TRACT 7

PROJECT NO.	R180914.00
DATE	10/29/2018
DRAWN BY	RMO
FILE NAME	
FIELD BOOK	N SIOUX CITY #1
FIELD CREW	DF
SURVEY FILE NO.	
REVIEW BY	
REVIEW DATE	
REVISIONS	

**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 S87°23'37"W ON THE NORTH LINE OF LOTS 1, 2 AND 3 OF SAID FLYNN TRACT 5, A DISTANCE OF 1018.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE N06°03'48"E ON THE EAST LINE OF LOT 1 OF FLYNN TRACT 1 AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, 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 AND THE EASTERLY RIGHT OF WAY LINE OF UNION COUNTY HIGHWAY 1B; THENCE N39°23'29"W ON SAID EASTERLY 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 570.02 FEET; THENCE S67°11'45"E CONTINUING ON SAID NORTH LINE, A DISTANCE OF 97.41 FEET; THENCE N87°31'49"E CONTINUING ON SAID NORTH LINE, A DISTANCE OF 178.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING N87°31'49"E ON THE SOUTH 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 SOUTHEAST CORNER OF SAID HEPAR TRACT 1; THENCE N03°20'11"W ON THE EAST LINE OF SAID 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 NORTHWEST CORNER OF LOT "B" OF LOT "A" IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M.; THENCE N87°24'02"E ON SAID NORTH LINE, A DISTANCE OF 1117.92 FEET TO THE NORTHEAST CORNER OF SAID LOT "B" OF LOT "A"; THENCE S03°21'12"E ON THE EAST LINE OF SAID LOT "B" OF 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 LOT 2, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; 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 SAID LOT 1; 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 N42°06'27"E; A DISTANCE OF 80.00 FEET; THENCE S47°53'33"E, A DISTANCE OF 106.07 FEET; THENCE S03°19'41"E, A DISTANCE OF 43.94 FEET; THENCE N87°22'12"E ON A LINE BEING PARALLEL WITH AND 30.00 FEET DISTANT FROM THE NORTH LINE OF LOTS 1 AND 2 OF SAID FLYNN TRACT 6, A DISTANCE OF 692.19 FEET; THENCE S03°21'12"E, A DISTANCE OF 30.00 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 EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED 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 TO THE PUBLIC THE STREETS AS SHOWN ON THIS PLAT; WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE MIDAMERICAN ENERGY COMPANY, TELEPHONE COMPANY, AND TO 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, DOWNGUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES; AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING 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. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS, OR LOOSE ROCK WALLS SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

OWNERS CERTIFICATION: KNOW ALL PERSONS BY THESE PRESENTS: THAT THE UNDERSIGNED ARE OWNERS OF THE PROPERTY AS EMBRACED WITHIN THIS PLAT AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT.

\_\_\_\_\_ DATE  
CITY OF NORTH SIOUX CITY

**ACKNOWLEDGEMENT OF NOTARY:**

STATE OF SOUTH DAKOTA }  
UNION COUNTY }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED VOLUNTARY ACT AND DEED AS OWNERS.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

\_\_\_\_\_ NOTARY PUBLIC

**OWNERS CERTIFICATION:**

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE UNDERSIGNED ARE OWNERS OF THE PROPERTY AS EMBRACED WITHIN THIS PLAT AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT.

\_\_\_\_\_ DATE  
EUGENE FLYNN \_\_\_\_\_ CHERYL FLYNN \_\_\_\_\_ DATE

**ACKNOWLEDGEMENT OF NOTARY:**

STATE OF SOUTH DAKOTA }  
UNION COUNTY }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED EUGENE FLYNN AND CHERYL FLYNN, WHOSE NAMES ARE AFFIXED TO THE DEDICATION ON THIS PLAT, WITH ACKNOWLEDGEMENT OF EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS OWNERS.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

\_\_\_\_\_ NOTARY PUBLIC

**PLANNING COMMISSION APPROVAL:**

FLYNN TRACT 7, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA WAS APPROVED BY THE PLANNING COMMISSION ON THIS DAY OF \_\_\_\_\_, 2018 A.D.

\_\_\_\_\_ CHAIRPERSON

**NORTH SIOUX CITY COUNCIL APPROVAL:**

FLYNN TRACT 7, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D.

\_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_ FINANCE OFFICER

**SURVEYOR'S REPORT:**

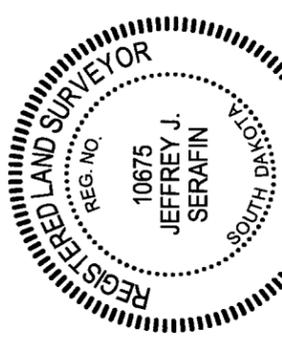
THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE CITY OF NORTH SIOUX CITY. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER AND SUBDIVIDE A PARCEL OF LAND LOCATED IN LOT 2 OF FLYNN TRACT 1, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, AND PART OF LOT B OF LOT A, ALL IN THE NORTH HALF OF SECTION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

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 10675".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R8 GNSS RECEIVER.

**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 THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.



Handwritten signature of Jeffrey J. Serafin.



SECTION 10, TOWNSHIP 89 NORTH  
RANGE 48 WEST OF THE 5TH P.M.,  
NORTH SIOUX CITY  
UNION COUNTY, SOUTH DAKOTA

FINAL PLAT  
LOTS 1 THROUGH 9 FLYNN TRACT 7

Table with project details: PROJECT NO. R180914.00, DATE 10/29/2018, DRAWN BY RMO, FILE NAME, FIELD BOOK N SIOUX CITY #1, FIELD CREW DF, SURVEY FILE NO., REVIEW BY, REVIEW DATE, REVISIONS.



# 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: 11/5/2018  
Re: Flynn Phase 2 Reimbursement Agreement

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**Background:** The provided reimbursement agreement provides a document between the City and the NSCEDC to provide stipulations regarding the repayment of funds the City may provide to the NSCEDC. There are two parts to the contract that Darrell has prepared.

The first portion of the contract sets what has been told to the Council since the beginning of the process of the Flynn Phase 2 discussion. The contract states the NSCEDC would repay the City \$166,000 for a portion of the infrastructure costs that would be expended for the construction of Flynn Phase 2. This would be repaid through time as NSCEDC sells land in the Southern Triangle of the development. There are a number of leads currently that could lead to sales. This would be repaid to the 211 and 212 funds.

The second portion of the agreement states the City would provide \$178,092.91 to NSCEDC as a short term loan for NSCEDC to pay the next installment payment to Eugene Flynn for the purchase of the land. Originally, NSCEDC believed they would have the funds to pay this installment with the land sales from this new development, but because of the delay of the EDA and their funding process the land sales have not happened yet. This pushes back the process of the businesses getting their proper funding in place for the purchase of the land and the construction of their buildings. This would be repaid in Spring 2019 as the sales are completed.

NSCEDC expects to have the entire amount repaid within 3 years.

**Financial Consideration:** \$344,092.91 from the 211 fund that would be repaid over time.

**Recommendation:** Administration would recommend the approval of the reimbursement agreement between the City and the North Sioux City Economic Development Corporation.

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made and entered into this \_\_\_\_ day of November, 2018, by and between North Sioux City Economic Development Corporation, a South Dakota non-profit corporation (hereinafter “NSCEDC”), and the City of North Sioux City, a South Dakota municipal corporation (hereinafter “NSC”).

WHEREAS, NSCEDC is the industrial and economic development corporation for NSC. Further, NSC entered into a certain Real Estate Contract for Deed on December 15, 2015, which is attached hereto as Exhibit A and incorporated by reference herein; and

WHEREAS, pursuant to the Real Estate Contract for Deed attached as Exhibit A, five (5) annual payments of One Hundred Seventy-Eight Thousand Ninety-Two and 91/100 Dollars (\$178,092.91) were required beginning December 15, 2015 and ending December 15, 2019; and

WHEREAS, the parties entered into an Assignment of the Real Estate Contract on May 1, 2017, which contract has not been placed of record with the Union County Register of Deeds; and

WHEREAS, NSCEDC will not have the funding available to make the annual Real Estate Contract payment due on December 15, 2018 and possibly the December 15, 2019 payment. In addition, NSC has agreed to advance and will incur One Hundred Sixty-Six Thousand and No/100 Dollars (\$166,000.00) of infrastructure costs for the expansion of the Flynn Industrial Park Addition, which is attached as Exhibit B and incorporated by reference herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. NSC will agree to make the annual Real Estate Contract for Deed payment of One Hundred Seventy-Eight Thousand Ninety-Two and 91/100 Dollars (\$178,092.91) on December 15, 2018 in consideration for NSCEDC’s promise and agreement to reimburse said amount from the sale proceeds of the lots identified on Exhibit B and/or any other lot sales in the Flynn Business Park.

2. Further, NSC will contribute One Hundred Sixty-Six Thousand and No/100 Dollars (\$166,000.00) in infrastructure costs for the expansion identified on Exhibit B in consideration for NSCEDC’s promise and agreement to reimburse NSC with the sale proceeds of lots identified on Exhibit B and/or any other lot sales in the Flynn Business Park.

3. If necessary, NSC further agrees to make the final Real Estate Contract for Deed Payment of One Hundred Seventy-Eight Thousand Ninety-Two and 91/100 Dollars (\$178,092.91) on December 15, 2019. In consideration for said payment, NSCEDC further agrees to reimburse NSC with the sale proceeds of future lots sales identified in Exhibit B and/or any other lot sales in the Flynn Business Park.

4. All the terms and provisions of this Reimbursement Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective successors and assigns of both parties hereto.

5. This Reimbursement Agreement contains the entire understanding of both parties with respect to the matters contained herein. There are no restrictions, promises, warranties, or undertakings other than those expressly set forth herein. This Reimbursement Agreement supersedes any prior agreements and understandings between the parties with respect to the subject matter herein.

6. This Agreement shall be governed by and construed in accordance with the laws of South Dakota without giving effect to its conflict of laws provisions.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Reimbursement Agreement effective as of November \_\_\_\_\_, 2018.

NORTH SIOUX CITY ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
By: Mike Huber  
Its: President

STATE OF SOUTH DAKOTA, COUNTY OF UNION: ss

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Mike Huber, who acknowledged himself to be the President of North Sioux City Economic Development Corporation, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

CITY OF NORTH SIOUX CITY

\_\_\_\_\_  
By: Randy Fredericksen  
Its: Mayor

ATTEST:

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

STATE OF SOUTH DAKOTA, UNION COUNTY: ss

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

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Real Estate Contract**

**EXHIBIT B**  
**Plat Map**



# 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: 11/5/2018  
Re: FY2019 Employee Insurance, HSA, HRA

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**Background:** The City has received the FY2019 Insurance renewals for health, dental, and life insurance. The group of Doug Berg, Rodd Slater, Mayor Fredericksen, and myself have met with Pat Berger on a number of occasions to work on a plan that provides proper insurance levels to the employees while still being equitable to the City. The following information will go through each aspect of the insurance compensation for the employees and talk about the planned recommendation.

**Health Insurance:** The City is currently on the myBlue Silver 3600 plan for health insurance. This plan is Blue Cross/ Blue Shield plan through the Berger office. The plan offers full health coverage for employees with a deductible and max out of pocket amounts of \$3,600/\$7,200 for individuals and families respectively. Currently the premium amount for the total plan is \$20,537.62 (\$246,887.04) per year for the current participants on the plan. Of that premium employees pay \$1,225.19 per month (\$14,702.32 per year) for dependent coverage. The total portion of the premium for the City is \$19,312.43 per month (\$231,749.16 per year).

The committee is recommending staying on the same level of plan. The plan costs have been reduced by 1.77% for FY2019 with a reduction in cost to \$20,175.02 per month. The reason for the decrease is because the deductible/max out of pocket amounts have been increased to \$4,500/\$9,000 for individual and families respectively. The City budgeted for FY2019 for a 18% increase in premiums.

Currently the City uses the employees and dependents age to determine how much of a cost each individual is the plan. The committee would recommend moving toward a composite setup to determining costs. The costs would be \$524.56 for individuals, \$1,074.30 for employee/spouse, \$992.99 for employee/child(ren), and \$1,609.87 for families per month. This change would allow for increases to be averaged across all employees in the groups. It will also make expected increases easier to budget in the future and more stable for employees. Because this is an average those employees who are older or have larger families may see a decrease in costs year over year while those who are younger or have smaller family units may see an increase of some sort.

The committee recommends that City continue to ask employees to increase the share they pay for insurance costs. Currently only dependents are required to pay 10% of the costs for their insurance. We would recommend a 15% across the board contribution from all employees and dependents be implemented. With the composite rates this would be

A contribution of \$78.68 for individuals, \$161.14 for employee/spouse, \$148.95 for employee/child(ren), and \$241.48 for families. The City costs would be \$445.88 for individuals, \$913.16 for employee/spouse, \$844.04 for employee/child(ren), and \$1,368.39 for families.

Total costs would \$3,026.22 per month (\$36,314.64 per year) for contributions from employees and \$17,148.85 per month \$17,148.85 per month (\$205,786.20 per year) for premiums for the City. This would be a savings of \$25,962.96 the City would recognize from FY2018 to FY2019.

**Dental, Group Life, Voluntary Life, and Voluntary Vision:** Group life, voluntary life, and voluntary vision will see no increases to premiums. Group life is \$1.30 per month. We would apply the same 15% formula to the life insurance.

Dental insurance will see a 3.5% increase. \$38.76 for individuals and \$114.77 for families per month. The same 15% formula for dental insurance would be applied.

Total monthly premiums for dental for individuals would be \$155.04 per month (\$1,860.48 per year) with contributions of \$23.26 per month from employees and \$131.78 from the City. Total monthly premiums for dental for families would be \$1,836.32 (22,035.84 per year) with contributions of \$275.45 from employees and \$1,560.87 from the City.

**HSA and HRA:** The City currently contributes \$2,400/\$4,800 to individuals and families respectfully to their HSA accounts. These accounts can be used to cover medical related expenses ranging from health, dental, vision, chiropractic, prescriptions, etc. The total amount given in FY2018 was \$74,400 over the course of the year to currently employees.

The committee recommends reducing the amount given to employees for their HSA to a level of \$750/\$1500 given quarterly. The amount for HSA would be reduced to \$24,750 for current employees. This is a savings to the City of \$49,650 in FY2019.

At this point the City does not know what the contributions limits to HSA will be in FY2019. Currently the maximum amount that can be put in an HSA per year is \$3,450 and \$6,900 for individuals and families. It is expected these amounts will remain relatively the same. Employees would be able to add to their HSA accounts tax free.

The committee recognizes the changes to insurance and HSA are large changes to the employees and a big leap in covering expenses related to their medical care. The combat this the committee recommends implementing an Health Reimbursement Account (HRA).

An HRA is a backend reimbursement account that allows the City to pay for a portion of the costs of healthcare, but only when the employee or dependent reaches a certain level of their deductible/max out of pocket. The recommendation is that the employee be responsible for the first \$2,250/\$4,500 of the deductible and the City, if needed, would cover the costs of the 2<sup>nd</sup> half of the deductible. This is done through 3<sup>rd</sup> party firm. On average, approximately 40% of employees use their entire deductible. The HRA would be looked at as a replacement to the HSA accounts to a certain degree.

When an employee exceeds their portion of the deductible the City would be billed by the 3<sup>rd</sup> party supplier of the HRA and that company would send a refund of money to the employee for the healthcare costs. This does not apply to dental costs, only healthcare. A calculation of approximately \$45,000 was used to determine how much the City would expend on this in FY2019. This is less than the savings we are planning to see from the change to the HSA. If employees do not have large health expenses in FY2019 the City will pay less than the \$45,000 and if there are more that meet their deductibles the City would have to pay more than the \$45,000. There is a certain amount of unknown using the HRA, but in Berger's experience it is something that saves the employer funds in the long run, especially with our HSA changes.

The HRA is similar to the HSA, but the employee becomes responsible for the first portion of the healthcare costs and the City is responsible for the second portion. Currently, with the HSA, the City is responsible for a larger portion of the initial costs.

**Overview:** The committee has spend a great deal of time looking through all of the insurance information to provide a plan that is well thought out and equitable to the employees of the City and the City itself. This is a plan that would have the employee pay 15% of the costs of the insurance, and this is more in line with what other employers provide. The change in HSA and HRA would provide additional savings to the City as well as continue to

provide a large benefit to the employees by covering costs of the healthcare. If the HSA is used along with the full HRA amount for healthcare purposes the City would be providing 66% of the costs of the total out of pocket expenses to the employee.

It is important to mention the committee believes it is important to provide an increase to the employee's take-home pay. There are a number of employees who have not recognized a take home pay increase in pay over the past few years due to previous changes that have been made to insurance. It is recommended this be kept in mind during the discussion in the future regarding wage increase and would recommend this change to insurance be supplemented by a 1-time large increase in wages for employees by 10%. This would allow all employees to cover some of the new costs to insurance, see some increase to pay, as well as continue to save the City funds in the long run because of decreases to insurance costs.

A note is all of the above numbers are only using the current employees. Changes in the employment makeup of the city would change totals.

**Recommendation:** It is recommended to approve the following for the insurance for the City of North Sioux City

- Adopt the myBlue HDHP Silver health insurance plan provided by Principal Insurance using the composite numbers and not the current age based numbers.
- Renew the same Life, Dental, Voluntary Vision, and Voluntary Life insurance
- Reduce the HSA contribution from the city to \$750/\$1,500 total to be paid quarterly
- Introduce an HRA system that would cover the last \$2,250/\$4,500 annually for the employees healthcare deductible

## RENEWING HEALTH PLAN SUMMARY

Group Name: CITY OF NORTH SIOUX CITY

Group Number: 00600859

Renewal Effective Date: January 1, 2019

### myBlue HDHP<sup>SM</sup> Silver High Deductible Health Plan

NETWORK

PPO

Wellmark Blue Cross and Blue Shield of South Dakota.

PPO with national care through BlueCard.

HEALTH/DRUG CODE

BL2 / FEX

MONTHLY PREMIUM

\$20,175.02

#### DEDUCTIBLE

INDIVIDUAL / FAMILY PER YEAR

\$4,500/\$9,000

#### OUT-OF-POCKET MAXIMUM

INDIVIDUAL / FAMILY PER YEAR

\$4,500/\$9,000

#### COST SHARE

Coinsurance: 0%

Primary Doctor: Deductible

Specialist: Deductible

ER Visits: Deductible

#### PHARMACY

Deductible (Drug) Deductible

Formulary ERx Essentials<sup>SM</sup>

Non-covered Specialty Drugs Deductible

Preferred Specialty Drugs Deductible

Tier 1 Deductible

Tier 2 Deductible

Tier 3 Deductible

Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of South Dakota is an independent licensee of the Blue Cross and Blue Shield Association.

KEY	
Inputs are in green	
Outputs are in yellow	



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

	Plan 1	Plan 2	Plan 3
Monthly Group Premium:	\$20,175.02	\$20,175.02	\$20,175.02

**4 - Way Inputs**

	# Of Contracts	Composite Rate Ratio (Suggested)	Composite Rate Ratio
Employee:	5	1.0000	1.0000
Employee/Spouse:	4	2.0480	2.0480
Employee/Child(ren):	2	1.8930	1.8930
Employee/Spouse/Child(ren):	7	3.0690	3.0690

**4 - Way Illustrative Composite Rates**

	Plan 1	Plan 2	Plan 3
Employee:	\$524.56	\$524.56	\$524.56
Employee/Spouse:	\$1,074.30	\$1,074.30	\$1,074.30
Employee/Child(ren):	\$992.99	\$992.99	\$992.99
Employee/Spouse/Child(ren):	\$1,609.87	\$1,609.87	\$1,609.87

KEY	
Inputs are in green	
Outputs are in yellow	



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

### 4 - Way Employee/Employer Cost Share Amounts

Select Input: Employer % Contribution

Plan 1		
	Average	
EE \$ Cost Share	ER \$ Cost Share	ER % Cost Share

Employee:	\$52.46	\$472.10	90.0%
Employee/Spouse:	\$107.43	\$966.87	90.0%
Employee/Child(ren):	\$99.30	\$893.69	90.0%
Employee/Spouse/Child(ren):	\$160.99	\$1,448.88	90.0%
<b>Total:</b>	<b>\$2,017.55</b>	<b>\$18,157.52</b>	<b>90.0%</b>

Plan 2		
	Average	
EE \$ Cost Share	ER \$ Cost Share	ER % Cost Share

Employee:	\$78.68	\$445.88	85.0%
Employee/Spouse:	\$161.14	\$913.16	85.0%
Employee/Child(ren):	\$148.95	\$844.04	85.0%
Employee/Spouse/Child(ren):	\$241.48	\$1,368.39	85.0%
<b>Total:</b>	<b>\$3,026.22</b>	<b>\$17,148.85</b>	<b>85.0%</b>

Plan 3		
	Average	
EE \$ Cost Share	ER \$ Cost Share	ER % Cost Share

Employee:	\$104.91	\$419.65	80.0%
Employee/Spouse:	\$214.86	\$859.44	80.0%
Employee/Child(ren):	\$198.60	\$794.39	80.0%
Employee/Spouse/Child(ren):	\$321.97	\$1,287.90	80.0%
<b>Total:</b>	<b>\$4,034.98</b>	<b>\$16,140.09</b>	<b>80.0%</b>



November 5, 2018

CITY OF NORTH SIOUX CITY  
ATTN: SUSAN KLOOSTRA  
504 RIVER DR  
NORTH SIOUX CITY, SD 57049

PATRICK J BERGER  
1315 RIVER DR  
N SIOUX CITY, SD 57049-3015

As you approach your upcoming renewal with Principal Life Insurance Company, we would like to thank you for your business over the past year. Our goal is to offer competitive benefit solutions supported with exceptional service. Your business is very important to us and we look forward to working with you over the next year.

### Your Renewal

Your renewal rates can be found on the following pages. Your Principal Life coverage will renew on your policy anniversary date of January 1, 2019.

### How to Renew Coverage

To renew coverage, your payment of the premium due is acceptance of your rates. We look forward to continuing our relationship with you and fulfilling your needs in the coming year.

### Contact Us

To inquire about this renewal or explore alternate benefit designs contact your broker or local Principal Life Insurance Company sales office at 515-223-4931.

Sincerely,

Group Benefits Underwriting  
Specialty Benefits Division

**RENEWAL RATES**  
Effective January 1, 2019

Rates below assume all coverages are renewed. A change to coverages may cause rates to change.

**GROUP TERM LIFE - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2019.

ALL MEMBERS				
Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$2,075,000 21	\$0.165	\$342.38	\$0.165	\$342.38
<b>Renewal Premium Percent of Change</b>				<b>No change</b>

**ACCIDENTAL DEATH & DISMEMBERMENT - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2019.

Active Members Only				
Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$2,075,000 21	\$0.025	\$51.88	\$0.025	\$51.88
<b>Renewal Premium Percent of Change</b>				<b>No change</b>

**DEPENDENT LIFE - Rates are expressed as Per Family Per Month**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2019.

Active Members Only				
Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
16	\$1.30	\$20.80	\$1.30	\$20.80
<b>Renewal Premium Percent of Change</b>				<b>No change</b>

**GROUP VOLUNTARY TERM LIFE - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2019.

ALL MEMBERS					
Age Range	Current Rate	Renewal Rate	Volume Lives	Current Monthly Premium	Renewal Monthly Premium
Employee					

0 - 29	\$0.089	\$0.089			
30 - 34	\$0.110	\$0.110			
35 - 39	\$0.146	\$0.146			
40 - 44	\$0.213	\$0.213			
45 - 49	\$0.348	\$0.348			
50 - 54	\$0.554	\$0.554			
55 - 59	\$0.959	\$0.959			
60 - 64	\$1.480	\$1.480			
65 - 69	\$2.726	\$2.726			
70 & over	\$5.611	\$5.611			
<b>Total</b>			\$445,000 8	\$216.70	\$216.70

**Renewal Premium Percent of Change** **No change**

<b>Spouse</b>					
0 - 29	\$0.089	\$0.089			
30 - 34	\$0.110	\$0.110			
35 - 39	\$0.146	\$0.146			
40 - 44	\$0.213	\$0.213			
45 - 49	\$0.348	\$0.348			
50 - 54	\$0.554	\$0.554			
55 - 59	\$0.959	\$0.959			
60 - 64	\$1.480	\$1.480			
65 - 69	\$2.726	\$2.726			
70 & over	\$5.611	\$5.611			
<b>Total</b>			\$115,000 4	\$75.36	\$75.36

**Renewal Premium Percent of Change** **No change**

**VOLUNTARY TERM ACCIDENTAL DEATH & DISMEMBERMENT - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2019.

<b>Active Employee &amp; Spouse Members Only</b>				
<b>Volume</b>	<b>Current Rate</b>	<b>Current Monthly Premium</b>	<b>Renewal Rate</b>	<b>Renewal Monthly Premium</b>
\$560,000	\$0.031	\$17.37	\$0.031	\$17.37

**Renewal Premium Percent of Change** **No change**

**VOLUNTARY TERM CHILD INSURANCE - Rates are expressed as Per Family Per Month**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2019.

Eligible Members					
Amount of Coverage	Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$5,000	0	\$1.00	\$ .00	\$1.00	\$ .00
\$25,000	4	\$5.00	\$20.00	\$5.00	\$20.00
\$15,000	0	\$3.00	\$ .00	\$3.00	\$ .00
\$20,000	0	\$4.00	\$ .00	\$4.00	\$ .00
\$10,000	0	\$2.00	\$ .00	\$2.00	\$ .00
<b>Total</b>			<b>\$20.00</b>		<b>\$20.00</b>

**DENTAL**

Renewal rates are guaranteed through December 31, 2019.

ALL MEMBERS					
	Lives	Current Rates	Renewal Rates	Current Monthly Premium	Renewal Monthly Premium
Employee	4	\$37.45	\$38.76	\$149.80	\$155.04
Family	16	\$110.89	\$114.77	\$1,774.24	\$1,836.32
<b>TOTAL</b>				<b>\$1,924.04</b>	<b>\$1,991.36</b>
<b>Renewal Premium Percent of Change</b>					<b>3.5% Increase</b>

**VISION**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2019.

ALL MEMBERS					
	Lives	Current Rates	Renewal Rates	Current Monthly Premium	Renewal Monthly Premium
Employee	5	\$9.02	\$9.02	\$45.10	\$45.10
Employee & Spouse	1	\$18.36	\$18.36	\$18.36	\$18.36
Employee & Child(ren)	2	\$19.10	\$19.10	\$38.20	\$38.20
Family	2	\$30.44	\$30.44	\$60.88	\$60.88
<b>TOTAL</b>				\$162.54	\$162.54
<b>Renewal Premium Percent of Change</b>					<b>No change</b>

**Renewal Premium Percent of Change.** The renewal premium percent of change is based on information presented in this letter.



**Principal Life Insurance Company**  
 Des Moines, Iowa 50392  
 ©2013 Principal Financial Services, Inc.

**BASE® Integrated HRA Analysis**  
**City of North Sioux City-50% HRA Reimbursement**

The BASE® Integrated HRA is designed to reduce the overall group health insurance cost for the organization and its employees. This process is done by the employer funding part of the employee's deductible after the employee's portion has been met, through a Health Reimbursement Arrangement (HRA). The organization selects and maintains a group health insurance plan with lower premiums (due to a higher deductible) for its employees and partially insures coverage of a portion of the employees' costs. There is no pre-funding of the HRA balances. BASE® will maintain the HRA on behalf of the organization as their expense and claim administrator.

	<b>Plan Name or Type</b>	<b>Insured Deductible</b>	<b>Monthly Premium</b>	<b>Annual Premium</b>
<b>Proposed Group Insurance Plan</b>	Wellmark Silver HDHP	\$4500 Employee \$9000 Family	\$20,175	\$242,100

<b>Scenario A</b>				<b>Employer's Potential Deductible Responsibility<sup>1</sup></b>	<b>Employer HRA Deductible @ 40% Exposure<sup>2</sup></b>
<b>Coverage Type</b>	<b>Number of Employees</b>	<b>Insured Health Plan Deductible</b>	<b>Employee's Deductible Responsibility**</b>		
Employee Only	5	\$4,500	\$2,250	\$2,250	\$900
Employee plus Family	13	\$9,000	\$4,500	\$4,500	\$1,800
<b>Total</b>				\$69,750	\$27,900

<b>Scenario B</b>				<b>Employer's Potential Deductible Responsibility<sup>1</sup></b>	<b>Employer HRA Deductible @ 50% Exposure<sup>2</sup></b>
<b>Coverage Type</b>	<b>Number of Employees</b>	<b>Insured Health Plan Deductible</b>	<b>Employee's Deductible Responsibility**</b>		
Employee Only	5	\$4,500	\$2,250	\$2,250	\$1,125
Employee Plus Family	13	\$9,000	\$4,500	\$4,500	\$2,250
<b>Total</b>				\$69,750	\$34,875

	<b>Scenario A: 40% Exposure</b>	<b>Scenario B: 50% Exposure</b>
Annual Health Premium	\$242,100	\$242,100
Potential HRA Reimbursement	\$27,900	\$34,875
Net Annual Premium	\$270,000	\$276,975
Wellmark Feed Fee	\$180	\$180
Employer H.S.A Contribution	\$23,250	\$23,250
BASE - HRA Set Up	\$350	\$350
BASE -Annual Admin Fee	\$984	\$984
<b>Total Annual Cost</b>	<b>\$294,764</b>	<b>\$301,739</b>

This HRA Analysis is based off the renewal rates and proposals provided to BASE. This analysis is intended for illustration purposes only as claims

<sup>1</sup>Total Employer's Potential Deductible Responsibility represents if all employees/employees plus family met their insured annual deductible during

<sup>2</sup>Employer HRA Deductible Exposure represents the amount of employees that met their insured annual deductible during the plan year.

\*\* The employee is responsible for the first \$2250/\$4500 of their deductible, but the Employer is funding \$750/\$1500 into employees H.S.A account. This brings the employee responsibility to \$1500/Single an \$3000/Familu.



## 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: 11/5/2018  
Re: City Buildings Cleaning Bid

---

**Background:** It is time the City went to bid for cleaning services for city owned buildings. The buildings we currently have cleaned are City Hall, the Library, the Police Station, and the Senior Center. The cleaning happens on a variety of days.

When working with an outside company for cleaning purposes the company providing the services are considered a contractor of the City. The contractor is responsible for providing the services as well as the supplies it takes to complete the services. Currently the City has provided the cleaning supplies need for the cleaning company, but in 2019 that will change.

This bid will be published twice and will be sent out to cleaning companies as well. The bids will be brought forward to the council at the first meeting in December for approval.

**Financial Consideration:** None at this time

**Recommendation:** Approval to go out for bid for cleaning services for the City owned buildings.

Notice to Bidders  
North Sioux City Cleaning Bid

The City of North Sioux City is now accepting bids to clean City owned buildings. Cleaning duties would include the North Sioux City Community Library on Wednesday evening, the North Sioux City Senior Center every other week on Monday morning, the North Sioux City Police Department on Monday and Friday evenings, and North Sioux City City Hall on Wednesday and Friday evenings. Days of services are subject to change upon agreement between contractor and the City. Services to begin cleaning would start January 1, 2019. Bid needs to breakout costs for each facility.

The City would require the contractor chosen to provide all cleaning supplies for each building needed for normal cleaning purposes. The City would require a 3-year contract for services be signed.

Bids should break out cost per building per cleaning. If yearly rates increase year over year yearly rates should be provided.

The successful bidder shall be required to carry liability insurance naming the City of North Sioux City as additional insured in a minimum amount of \$1,000,000 combined single limits.

Further information about the specifics, size of the buildings, number of rooms, and number of restrooms can be obtained at City Hall at 504 River Drive, North Sioux City, SD 57049 or 605-232-4276.

Sealed bids can be returned to Ted Cherry at the address above. Bids will be opened on November 28, 2018 at 3:00pm. All bids must be received before this time.

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

City of North Sioux City

\_\_\_\_\_  
By: Ted Cherry, City Administrator

Publish: October 8, 2018  
October 15, 2018

## 2018 Cleaning Bid Specifications

- City Hall
  - Approximately 11,275 sq feet
  - Clean office spaces (dust and vacuum)
  - Common space (sweep and mop foyer and hallways, sweep and mop both entry ways, vacuum entrances and rugs, vacuum and dust council chambers, vacuum and dust conference rooms, vacuum and dust waiting areas, vacuum and dust all staff common spaces, dust and wipe copier space)
  - Clean inside windows twice per year
  - Kitchen (Sweep, mop, vacuum, mop, and disinfect counter/table spaces)
  - Department of Labor (vacuum, mop, and dust)
  - Public men's and women's restrooms (clean, mop, disinfect, and replace supplies)
  - Staff men's and women's restrooms (clean, mop, disinfect, and replace supplies)
  - Empty all garbage and recycling
  - Fill all toilet paper and paper towel dispensers
  - Clean drinking fountains
  - Clean inside windows and glass quarterly
  - Clean store room, vault, drawings room, and dept of labor lab quarterly
- Library
  - Approximately 7,435 sq feet
  - Large common spaces with a mix of carpet and tile floors
  - Must dust, vacuum carpets, and mop
  - Clean entry ways (vacuum and dust)
  - Clean public men's and women's restrooms
  - Clean break/work area (dust and mop)
  - Clean director's office (vacuum and dust)
  - Clean staff restroom
  - Empty all garbage and recycling
  - Fill all toilet paper and paper towel dispensers
- Police Department
  - Approximately 3,153 sq feet
  - Clean foyer and entry way (dust, mop, vacuum)
  - Clean common areas/squad room (dust, mop, vacuum)
  - Clean public men's and women's restroom
  - Clean staff men's and women's locker rooms
  - Clean reception area, interview room, chief's office, and training room (dust, mop, vacuum)
  - Empty all garbage and recycling
  - Fill all toilet paper and paper towel dispensers
- Senior Center
  - Approximately 3,440 sq feet
  - Clean director's office (dust and vacuum)
  - Clean Foyer and common hallways (dust, mop, vacuum)
  - Clean computer room (dust and vacuum)

- Clean dining space (dust, mop, vacuum)
- Clean public restroom, includes replacing supplies
- Empty all garbage and recycling
- Clean ceiling vents in kitchen/kitchen office twice per year
- Wash all window, inside and outside, twice per year
- Fill all toilet paper and paper towel dispensers



# 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: 11/5/2018  
 Re: Solid Waste Hauling Bid 2018

---

**Background:** The current contract with Gill Hauling for solid waste hauling services is expiring at the end of the year. There is currently a 3-year contract for these services. State law provides that we must go to bid for this type of service for a contractor.

The current rates for hauling services are

Type	Charge
Residential	\$12.65
Senior	\$10.25
Additional Trash Cart	\$2.00
Additional Recycling Cart	\$2.00

The current ordinance will need to be rewritten and provided to the Council in December. There are small changes that need to be made to provide for charging purposes.

After bids go out and are accepted by the Council a resolution would be written to make proper adjustments for the charges depending on if they are increased or decreased.

**Financial Consideration:** cost of Publication

**Recommendation:** Approval to move forward with publication of the bid notification for Solid Waste hauling.

Notice to Bidders  
North Sioux City Solid Waste and Recycling Disposal Bid  
Request for Proposal

The City of North Sioux City is now accepting bids for solid waste and recycling hauling for the City of North Sioux City. Solid waste and recycling hauling would be done on every Thursday. Holidays may extend the day of service to Friday. Day of services are subject to change upon agreement between contractor and the City. Services to begin cleaning would start January 1, 2019.

The chosen contractor would be responsible for hauling solid waste from 708 current residential properties for a total of 1320 garbage receptacles and 516 recycling receptacles. Also, the chosen contractor would be responsible for hauling 3 dumpsters and 1 roll off. Quantities are subject to change with new residential properties. Costs should be provided per household (2 garbage carts, 2 recycling carts). The chosen bidder must provide all receptacles.

The chosen contractor would be responsible for providing two (2), two-wheeled garbage carts, 96 gallons in size, to every residential customer inclusive to contract price for garbage and lawn waste. Bidder provides cares and retains ownership of the carts for maintenance purposes. Include price per cart if customer requests additional cart.

The chosen contract would be responsible for providing two (2), two-wheeled recycling carts, approximately 65 gallons in size, to every residential customer inclusive to contract price. Bidder retains ownership and maintenance of carts. Include price per cart if customer requests additional cart.

Roll-offs located at City maintenance shed for garbage, rubbish, waste material and City yard waste only. 3 dumpsters located at City owned properties.

The bidder shall submit with the Bid a bid bond in an amount of not less than ten percent (10%) of the total amount of the Base Bid for highest years' service. Checks not certified will disqualify the bid. The certified check or cashier's check shall be drawn on a bank in South Dakota or a bank chartered under the laws of the United States of America and payable to City of North Sioux City as a guarantee that, if awarded a Contract by City of North Sioux City, the Bidder will enter into a Contract at the prices bid and furnish the required Certificate of Insurance. The certified check or cashier's check may be cashed and the proceeds retained as liquidated damages if the Bidder fails to execute a Contract or file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within ten (10) days after the notice of award of Bid by resolution of the Owner. No Bidder may withdraw his Bid for at least thirty (30) calendar days after the scheduled closing time for the receipt of bids. The successful bidder will be required to carry liability insurance naming the City of North Sioux City as additional insured in an minimum amount of \$1,000,000 combined single limits.

Questions for further information can be obtained from Ted Cherry at City Hall at 504 River Drive, North Sioux City, SD 57049 or 605-232-4276.

Sealed bids can be returned to Ted Cherry at the address above. Bids will be opened on November 28, 2018 at 4:00pm. All bids must be received before this time.

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

City of North Sioux City

---

By: Ted Cherry, City Administrator

Publish: October 8, 2018  
October 15, 2018



## City Council MEMO

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

To: North Sioux City, City Council  
From: Ted Cherry, City Administrator  
Date: 11/5/2018  
Re: FiberComm Agreement - Internet

---

**Background:** FiberComm approached the City about providing internet access through fiber optic networking to the City. The attached proposal would be for a 5-year term for a guaranteed rate. The City is currently working with Long Lines.

The cost for the Library, Police Station, City Shop, and City Hall as well as the other outlying phone connections we have would be \$643.75 per month. Currently the City is currently paying \$727.65 per month for these services. The new contract would recognize a savings of \$83.90 per month for the term of the contract if Long Lines maintains their current charges. This savings would be \$5,034 over the course of the 5-year term of the contract.

The fiber connection should make the internet to the City buildings more reliable and faster to use. Currently we experience random outages of service for small periods of time.

A reply for Darrel on the services agreement has been included for your reference.

**Financial Consideration:** a savings of \$83.90 per month for 5 years

**Recommendation:** Administration would recommend the approval of the contract with FiberComm for the term of 60 months to provide fiber optic internet service to the City buildings.



EXHIBIT A  
CUSTOMER PROPOSAL  
10/22/2018

City of North Sioux City  
504 River Dr.  
North Sioux City, SD 57049

Contact: Ted Cherry  
Phone: 605-232-4276  
Email: ted.cherry@northsiouxcity-sd.gov

Qty.	Description	Monthly Charges			Market Value	Description	Monthly Charges			Total
		48 Month Price	Extended Price	Price			60 Month Price	Extended Price	Price	
15	Business Lines	19.00	15.00	225.00	19.00	Business Lines	14.00	210.00	210.00	
15	FCC Business Line Surcharge	6.00	6.00	90.00	6.00	FCC Business Line Surcharge	6.00	90.00	90.00	
15	E911	1.25	1.25	18.75	1.25	E911	1.25	18.75	18.75	
				<b>333.75</b>					<b>318.75</b>	
1	<u>Internet- City Hall, Library, Police Dept.</u>					<u>Internet- City Hall, Library, Police Dept.</u>				
1	Dedicated fiber Optic 100Mbps X 100Mbps	650.00	375.00	375.00	650.00	Dedicated fiber 100Mbps X 100Mbps	325.00	325.00	325.00	
1	Static IP address	10.00	n/c	n/c	10.00	Static IP address	n/c	n/c	n/c	
				<b>375.00</b>					<b>325.00</b>	
	<u>Long Distance</u>					<u>Long Distance</u>				
	Inter and IntraState Included					Inter and IntraState Included				
	(*International calls will be billed at standard rates)					(*International calls will be billed at standard rates)				
	<b>Total:</b>			<b>708.75</b>		<b>Total:</b>			<b>643.75</b>	
				<b>*Bandwidth Increases during term</b>		<b>*Bandwidth Increases during term</b>				
				1 150Mbps X 150Mbps no change					150Mbps X 150Mbps no change	
				1 200Mbps X 200Mbps 425.00					200Mbps X 200Mbps 375.00	
				1 250Mbps X 250Mbps 475.00					250Mbps X 250Mbps 425.00	
				1 300Mbps X 300Mbps 525.00					300Mbps X 300Mbps 475.00	

Please Initial Term Option Selected: 48 Months 60 Months

Terms & Conditions:

1. City allows FiberComm use of their fiber or placement of FiberComm fiber within duct banks for service delivery.
2. During the term selected, FiberComm will increase bandwidth to 150Mbps with no price change and then \$50 per 50Mbps after that.
3. FiberComm will provide one additional wireless internet connection (when/if serviceable and requested by the City)
4. FiberComm will fund/subsidize the estimated \$22,000 build to the Demarcation point for City Hall, Library and Police Department.

FiberComm L.C.

Proposed by: Daphne Miller

Approved by:

Customer Signature: \_\_\_\_\_

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



# LETTER OF AGENCY

This document authorizes FiberComm L.C. to request and receive data and billing information from our current local and/or long distance providers. FiberComm L.C. is authorized to act as our representative for the below listed telecommunications services as related to the location and phone numbers listed below or attached. FiberComm is authorized to notify our current local service provider of our telecommunications choices as related to the below listed or attached telephone numbers. This authorization shall remain in effect until canceled by us in writing. This Letter of Agency rescinds any other Letter of Agency previously entered into.

**It is understood that acceptance of FiberComm service does not relieve us, customer, of any contractual obligations we may have with other service providers nor can FiberComm act on the behalf of us, customer, in such contractual matters.**

<b>Authorizing Signature</b>	<b>City of North Sioux City</b> Location / Customer Name
Print Authorizing Name & Title	<b>504 River Dr.</b> Location Address
Date	<b>North Sioux City, SD 57049</b> City / State / Zip

## AUTHORIZATION To Provide Services

**Authorizing Initials**

<input checked="" type="checkbox"/> Transfer and/or obtain new <b>Local</b> telephone service for the below listed or attached telephone numbers to FiberComm.							
<input checked="" type="checkbox"/> Transfer <b>Outbound Long Distance</b> services for the below listed or attached telephone numbers to FiberComm.							
<input type="checkbox"/> Transfer <b>Toll Free (800)</b> service to FiberComm for the below listed or attached Toll Free Numbers.							
<input type="checkbox"/> Place a long distance " <b>PIC FREEZE</b> " on the numbers listed above or attached.							
A PIC Freeze is a FREE option that can prevent long distance carriers from making changes to your account. After a PIC Freeze has been placed, any changes to your carrier selections can only be authorized by you in writing. Carrier initiated changes will not be accepted by FiberComm without your authorization.							
<input type="checkbox"/> Transfer <b>outbound long distance service to another Long Distance Carrier</b> other than FiberComm.							
A \$5.00 charge per line will be applied each time for each PIC change after the initial installation.							
<input type="checkbox"/> Current <b>Directory Listing</b> is correct in the business section of the Phone Book, do not change.							
<input checked="" type="checkbox"/> Change and/or add <b>Directory Listing</b> in the business section of the Phone Book, as shown below.							
<table border="0" style="width: 100%; margin: 0 auto;"> <tr> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;"><b>Leave as is</b></td> <td style="width: 33%; border-bottom: 1px solid black;"></td> <td style="width: 33%; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">Business Name</td> <td style="text-align: center;">Address</td> <td style="text-align: center;">Phone Number</td> </tr> </table>	<b>Leave as is</b>			Business Name	Address	Phone Number	
<b>Leave as is</b>							
Business Name	Address	Phone Number					
<input type="checkbox"/> Provide <b>Additional Listings</b> in the business section of the Phone Book and/or for Directory Assistance.							

Telephone Numbers	FiberComm				Other L.D. Carrier			
	Local	L.D.	Block L.D.	Toll Free	Toll Free (800) or Other	PIC Freeze	Carrier Name	PIC
232-4276	X	X						
232-4606	X	X						
232-9097	X	X						
232-0024	X	X						
232-0506	X	X						
232-0300	X	X						
232-3263	X	X						
232-3266	X	X						
232-3302	X	X						
232-4301	X	X						





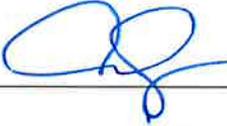
## TELECOMMUNICATIONS SERVICES AGREEMENT

1. **Scope:** FiberComm shall provide and City of North Sioux City shall purchase Service from FiberComm. Service is the furnishing of facilities to establish and maintain telecommunications services at all locations where FiberComm facilities are available.
2. **Term:** The term of this agreement shall commence and remain in effect from the service activation date and for term option selected on Exhibit A. In the event customer discontinues service prior to the expiration of the term, customer agrees to pay early termination fee, calculated by fifty percent (50%) of the remaining months of the term. Should FiberComm continue to provide service after this term without further agreement, the service will continue under the terms of this agreement and will convert to a month-to-month basis.
3. **Charges:** The services covered by this agreement are specified on associated proposal Exhibit A dated 10-22-2018. Pricing is based on the use of the service on a month-to-month basis. FiberComm will document Customer's service location, quantities, and usage rates under this agreement, as well as any applicable one-time charges for initial application. FiberComm records are incorporated into this agreement by reference. In addition to the usage charge(s), the Customer will pay all applicable federal, state and local taxes and surcharges if applicable.
4. **Rate Stability:** This Agreement provides a Rate Stability Guarantee for Services listed on Exhibit A dated 10-22-2018 to ensure current pricing over the term of this Agreement unless there are mutually agreed upon changes by the parties of this Agreement.
5. **Billing:** Generally, invoices are sent out on the 1st of each month. Payments are due back by the 20th of the same month. Customer agrees to pay each bill in full as specified on invoice by the payment due date. Late payment will result in a 1.5% per invoiced amount late payment charge. Failure to receive a bill does not relieve the Customer of the responsibility for payment. Unpaid amounts, past due 30 days or more, will be subject to collections. Customer is responsible for keeping their billing data with FiberComm up-to-date and accurate.
6. **Disconnection/Reconnection:** Disconnection of service may result from non-payment, delinquent payments or terms and conditions violation by Customer. If disconnection should occur, a Reconnection Charge and payment of all past due amounts will be required before service will be reconnected. Should Customer elect not to reconnect, Customer is responsible for all unpaid amounts. If your account is discontinued for any reason, FiberComm *assumes no responsibility for recovery of any lost or undelivered data, emails, etc.*
7. **Credit Allowances for Interruptions:** If an interruption or failure of Services is caused solely by FiberComm and not by Customer or a third party or other causes beyond FiberComm reasonable control, customer may be entitled to a credit allowance as specified in the applicable FiberComm TARIFFS.
8. **Termination:** FiberComm will provide notice as specified in the applicable FiberComm TARIFFS. FiberComm reserves the right to restrict or terminate service without refund in the event of a terms and conditions violation. FiberComm also reserves the right to take action on abuse which is not specifically named in this terms and conditions at its sole discretion. The agreement may also be terminated for cause without notice in compliance with applicable regulatory rules.
9. **Service Suspension/Maintenance:** FiberComm may from time to time suspend service for routine maintenance or rearrangement of facilities. Such suspension will be for short periods of time and FiberComm will give Customer advance notice. Any FiberComm liability resulting from a service suspension shall be determined in accordance with Section 14 of this agreement. Telecommunications service including Internet bandwidth and uninterrupted services are not guaranteed.
10. **Warranty, Title and Risk of Damage of FiberComm Installed/Provided Equipment:** If applicable, Title to the installed equipment and all of its component parts, unless purchased by customer, shall remain with FiberComm. FiberComm warrants that the equipment provided shall meet the manufacturer's specifications for the intended use. FiberComm makes no other separate or additional warranty except the obligation to repair or replace the provided equipment should it malfunction. This limited warranty does not apply to any customer provided equipment or damage to or defects in materials or equipment caused by accident, abuse, misuse, unauthorized repairs or attempts to repair, modifications or improper installation by anyone other than the FiberComm. If such does occur, customer will be charged either a repair or replacement fee. FiberComm or its entities makes no express or implied warranty of any kind. There is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided. Any act by the customer deemed harmful by FiberComm will result in a decision to cancel or discontinue that customer's service.
11. **Network Access Responsibility:** Customer attached to the Network connection provided by FiberComm is expected to adhere to these terms and conditions. The service provided is for Customer's express use and may not be resold, leased, or shared to any entity not a party to this agreement.
12. **Unauthorized Network Access/Security:** FiberComm is not responsible for abusive actions or unauthorized access which originate from either terminating end or from other networks connected to this service by customer.

- 13. **Network Use:** Network services may only be used for lawful purposes. Customer is prohibited from transmitting on or through any of our services, any material that is, in FiberComm sole discretion, unlawful, obscene, threatening, abusive, libelous, hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material from its servers. Customers may not attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, or probing the security of other networks. Customer may not attempt to interfere with service to any user, host, or network. This includes, but is not limited to, deliberate attempts to overload a service & attempts to crash a host. Customers may not use any kind of program, script, command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet. FiberComm will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Forging of header information is not permitted. Distribution of restricted software or materials in violation of copyrights or distribution licenses is prohibited.
  
- 14. **Personal Injury; Property Damage:** Such party shall be responsible for any actual physical damages it directly causes in the course of its performance under this agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions; provided, however that neither party shall be liable to the other for any incidental, consequential, indirect, or special damages of any kind, including but not limited to any loss of use.
  
- 15. **LIMITATION OF LIABILITY:** FiberComm shall not be liable to Customer for any incidental, indirect, special, or consequential damages of any kind including but not limited to any loss of use, except as provided in Section 14, any FiberComm liability to Customer for any damages of any kind under this agreement shall not exceed, in amount, a sum equivalent to the applicable out-of-service credit under this agreement. Remedies under this agreement are exclusive and limited to those expressly described herein.
  
- 16. **Force Majeure:** FiberComm performance of this agreement or any obligation hereunder is prevented, restricted, or interfered with by causes including failure or malfunction of customer-supplied equipment, acts of God, storms, fires, floods, or other catastrophes, power failure, natural emergencies, insurrections, riots, or wars, strike, lockouts, boycotts, work stoppages, or other labor difficulties or any law, order, regulation, or other action of any governmental authority or agency thereof, then the FiberComm shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. FiberComm shall use reasonable efforts under the circumstances to avoid or remove such causes or performance with reasonable dispatch.
  
- 17. **Lawfulness:** If a court or a government agency with proper jurisdiction determines that this agreement, or a provision of this agreement is unlawful, or if the FiberComm determines that this agreement, or a provision of this agreement is inconsistent with or contradictory to the law, this agreement, or that provision of this agreement, shall terminate on written notice to Customer to that effect. The laws of the state where service is provided shall govern this agreement.
  
- 18. **General Provisions:** A. This agreement will not be assignable by Customer without express written consent of FiberComm. B. This agreement including the proposal constitutes the entire understanding between Customer and FiberComm with respect to service provided herein and supersedes any prior agreements or understandings. This agreement may only be amended in writing.

**FiberComm, LC**  
 1605 9<sup>th</sup> St.  
 Sioux City, IA 51101

**City of North Sioux City**  
 504 River Dr.  
 North Sioux City, SD 57049

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

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

Name: Al Aymar

Name: \_\_\_\_\_

Title: CEO

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

Date: 10-22-2018

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

**From:** [Darrell Jesse](#)  
**To:** [Ted Cherry](#)  
**Cc:** [Susan Kloostra](#)  
**Subject:** RE: Fibercomm Agreement  
**Date:** Friday, October 26, 2018 2:53:11 PM

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Ted/Susan:

I don't have any substantive issues with the FiberComm agreement, but did want to point out the following provisions in the Telecommunications Services Agreement:

1. Paragraph 2 - Term. If you terminate prior to the five year term, the City would have to pay an early termination fee of 50% of the remaining term.
2. Paragraph 3 - Charges. They reference that FiberComm records are incorporated into this agreement by reference. You may want to request a copy of these "records".
3. Paragraph 7 - Credit Allowances for Interruptions. This provision indicates that NSC may be entitled to a credit allowance per the applicable FiberComm TARIFFS. You may also want to obtain a copy of this for future reference. TARIFFS are also referenced in paragraph 8, termination.
4. Paragraph 10 - Warranty. FiberComm is providing no warranties, other than their equipment will meet the manufacturer's specifications for intended use.
5. Paragraph 15 – Limitation of Liability. FiberComm shall not be liable to the City for any incidental, indirect, special or consequential damages. This is fairly standard but I did want to point this out that they will only be required to pay for actual damages they cause.

Please let me know if you have any questions or would like to discuss.

Thank you.

Darrell



Darrell A. Jesse  
Crary, Huff, Ringgenberg, Hartnett & Storm, P.C.  
711 Sioux Point Road, Ste 200  
Dakota Dunes, SD 57049  
p 605-232-3340  
f 605-232-8931  
email [djesse@craryhuff.com](mailto:djesse@craryhuff.com)  
website: [www.craryhuff.com](http://www.craryhuff.com)

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**From:** Ted Cherry [mailto:[Ted.Cherry@northsiouxcity-sd.gov](mailto:Ted.Cherry@northsiouxcity-sd.gov)]  
**Sent:** Wednesday, October 24, 2018 6:00 PM

**To:** Darrell Jesse  
**Cc:** Susan Kloostra  
**Subject:** Fibercomm Agreement

Darrell,

Could you look over the attached agreement with Fibercomm. I think by going the 5 year route we will save about \$14,000. Let us know if there are any questions on the terms and conditions.

Thanks,

Ted Cherry

North Sioux City  
City Administrator  
605-232-4276  
ted.cherry@northsiouxcity-sd.gov

**From:** copier  
**Sent:** Wednesday, October 24, 2018 2:22 PM  
**To:** Ted Cherry <Ted.Cherry@northsiouxcity-sd.gov>  
**Subject:** Scanned Document

**UNAPPROVED MINUTES**  
**North Sioux City Planning Commission**  
**October 10, 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 Building Inspector Gary Roan and Finance Assistant Jennifer Roupe.

Motion by Linden, second by Olson to approve the agenda with correction on item a) from Harvest Bend to Wildflower Bend. All members present voted aye.

Motion by Mitchell, second by Holbrook to approve the September 9, 2018 minutes. All members present voted aye.

**New Business:**

Variance Hearing: Garage set in front of home – HRC – 924 Harvest Bend

Public hearing on request for variance for a garage set in front of home. Request was opened by Streeter at 4:01 p.m. Roan informed that the way that the house is set back on the property that the garage would not be positioned out farther than the adjacent houses and would not obstruct either view. Mardelle Cole and Joan Christiansen on behalf of HRC, explained that the house was not to have a garage but they have a potential buyer who will purchase with the approval of the garage.

Motion by Olson, second by Mitchell to close public hearing at 4:14 p.m. All members present voted aye.

Motion by Mitchell, second by Holbrook to approve the variance request as presented. Aye – Holbrook, Olson, Mitchell. Nay Linden. Motion carried.

Variance Hearing: 15ft Front Yard Set Backs – Dale Hayden – 200 Main St

Public hearing on request for variance for a 15ft front yard setback was opened by Streeter at 4:16 p.m.

Roan described the location of the house faces Main St due to the front door. The position of this house would not obstruct view on either adjacent lots. All of the other structures are located farther out than this proposed home. Teresa Kaye who spoke on behalf of Dale Hayden explained that the house is already build and just needs to be placed. Mitchell asked about positioning the house to face Louis St.

Motion by Mitchell, second by Holbrook to close public hearing at 4:28 p.m. Unanimous.

Motion by Holbrook, second by Olson to approve the variance request as presented. All members present voted aye.

Variance Hearing: 7ft Rear Yard Set Backs – Dale Hayden – 200 Main St

Public hearing on request for variance for a 7ft rear yard setback was opened by Streeter at 4:31 p.m.

Motion by Olson, second by Mitchell to close public hearing at 4:32 p.m. Unanimous.

Motion by Holbrook, second by Linden to approve the variance request as presented. All members present voted aye.

Variance Hearing Information: NSCEDC Andrew Nilges – Replat Lot 2 Flynn Tract 1 and Lot B of Lot A in the NE1/4, SE1/4, NW1/4 Less Lots 1 & 2 of Flynn Tract 6.

To obtain approval for the Flynn Business Park Phase II final plat prior to move forward without delay.

**Other Business**

Roupe updated commission members of 3 building permits that have been approved by Roan prior to meeting. 1 fence at 108 Leneve. 1 house at 204 S. Canterbury Cir. and a demo permit at 200 Main St.

Motion by Olson, second by Linden to adjourn at 4:40 p.m.

Dated this October 10, 2018  
Jennifer Roupe  
Finance Assistant