



North Sioux City, South Dakota
Regular Meeting of the City Council
November 19, 2018 – 7:00 p.m.
City Hall

PROPOSED AGENDA

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Approval of Minutes: November 5, 2018 Regular Meeting
- F. Agenda Items
 - 1. Corp of Engineers Update
 - 2. NSCEDC Reimbursement Contract Addendum
 - 3. Splash Pad Information Session
 - 4. Council Member to Parks Board
 - 5. JEO Contract – Levee Repair
- G. Community and Council Input
 - 1. 2nd Streetscape Meeting – Nov. 20 @ 7PM – City Hall
 - 2. City Hall Closed – Nov. 22 & 23 – Happy Thanksgiving
 - 3. Chili Feed – Dec. 2 from 4:30-6:30 PM-- Community Center
- H. Executive Session*
- I. Approval of Bills
- J. Adjournment

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

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

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

Mayor Fredericksen led the Pledge of Allegiance.

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

Motion by Berg second by Green to approve the October 15 Regular Council Meeting Minutes. All members present voted aye.

Kloostra presented the renewal applications for the 2019 Alcohol Beverage Licenses which includes package liquor, retail liquor and retail wine. Motion by Cropley second by Carpenter to approve the licenses as presented. All members present voted aye.

- 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)
- Glass Slipper, Inc. (The Glass Palace)
- 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)

NSCEDC requests approval of the final plat for the Flynn Business Park, as presented. On October 24, the Planning Commission approved a variance for the NSCEDC to allow the final plat for the Flynn tracts. Typically, the final plat is presented once the infrastructure is in place; however, land cannot be sold until the plat is finalized with legal descriptions. Andrew Nilges, North Sioux City Economic Development Corporation (NSCEDC) Executive Director, explained the only changes were to lots 3 and 6. Nilges advised Council of the EDA's Bid Notice approval. Motion by Cropley second by Parks to approve the final plat as presented. All members present voted aye.

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.

A Reimbursement Agreement between NSCEDC and the City was presented for Council's consideration. The agreement formalizes verbal agreements the City and Corporation made in December of 2015 for the real estate purchase and payment for the Fynn Industrial Park. The agreement also states NSCEDC will repay the City \$166,000 for their portion to expanded infrastructure in the industrial park through real estate sales. It also states the City will provide a short-term loan for the Corporation to pay Eugene Flynn the next one or two payments. Waiting for the EDA's approval created a delay in land sales resulting in the NSCEDC's inability to make the next installment payment. Motion by Slater second by Cropley to approve the Reimbursement Agreement as presented for \$344,092.91 out of the 211 Fund. All members present voted aye.

The insurance item was moved later in the meeting as the brokers had not arrived yet.

Cherry proposed a bid notice for the cleaning of four city buildings, City Hall, Library, Police State and Senior Center. Bids will be opened November 28 and presented to Council in December. Motion by Cropley second by Benson to approve the bid notice as presented. All members present voted aye.

The current solid waste contract expires December 31, 2018. Cherry presented a bid notice for a three-year term. Bids will be opened November 28 and presented in December. Once the bid is awarded, Council will approve a resolution to set customer charges. Motion by Parks second by Cropley to approve the bid notice presented. All members present voted aye.

Cherry presented Council an agreement for telecom services provided by FiberComm with charges set for a five-year term. Cherry estimated the City will save \$5,034 over five years. Discussion was held. Motion by Cropley second by Benson to table this item until more information is received to compare services and speed. All members present voted aye.

Since the benefits discussion could be lengthy, and to allow community members opportunity to leave before it begins, Mayor asked if anyone from the community or council had any input. No input was given. Cherry informed Council of the following events:

- 1) Missouri River Corp of Engineer Meeting– November 7 @ 4 p.m. – Stoney Creek Hotel
- 2) SD Chamber of Commerce – Legislative Update – November 14 @ 4 p.m. – City Hall
- 3) DVBC Business Coffee – November 15 @ 9:30 a.m. – J&M Real Estate
- 4) Streetscape Public Meeting #2 – November 20 @ 7 p.m. – City Hall

In the Council packet, the proposal for the upcoming year's health benefits were presented based upon the budget subcommittee's recommendation. Patrick Berger and Leo Berger of Principal Financial, the City's insurance brokers, outlined the recommendation and answered questions. The proposal includes reducing the City's health savings contribution to employees, increasing the employee's contribution toward their health benefits from 10% for spouse/dependents to 15% for any benefits, change Wellmark plan to a four-tier composite silver plan, maintain the life, dental, voluntary vision and voluntary life insurance, and introduce a health reimbursement arrangement (HRA). Discussion included: current plan renewal rates, HRA defined and third-party administration, the City's financial exposure with the HRA plan, cost reduction to overall benefits, employee participation to include premium contribution and benefits management, employee take home wages, etc. Motion by Berg second by Slater to approve the proposal as presented by adopting the my Blue HDHP Silver health plan using four tier composite plan, annual HSA contribution of \$750 for single and \$1,500 for non-single paid quarterly, continue with existing Life, Dental, Voluntary Vision and Voluntary Life insurance, and adding an employer HRA deductible 50% exposure plan. All members present voted aye.

At 8:40 p.m., following a quick break, motion by Parks second by Berg, to enter Executive Session to discuss Contractual and Personnel matters in accordance with SDCL 1-25-2 (sections 1 and 4). All members present voted aye.

Regular session resumed at 9:43 p.m.

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

BOMGAARS	168.45	WIRE WELDING SUPERARC, CLTHNG ALLWNC
C. W. SUTER SVCS	517.81	CH-REPLACED ACTUATOR ON AC
CENTER POINT LGE PRINT	137.82	BOOKS (6)
CITY OF SIOUX FALLS	159.50	3QTR2018 BACTERIA WATER TESTS
CLUBHOUSE HOTEL & SUITES	2609.82	LODGING-SDML CONF-6 RMS
COLONIAL LIFE	176.50	OCT2018 PREM 10/12, 10/26
CNSTRCTN PLUS, LLC	120.00	PARKS-DISTRIBUTE MULCH
CORNHUSKER INT'L TRUCKS, INC.	280.49	SNOW PLOW-REP GAS TANK
CRARY, HUFF, INKSTER, SHEEHAN	2435.00	OCT2018 LEGAL FEES
DAKOTA DUNES/NSC TIMES	28.00	SR LIFESTYLES AD
DV PANTHER PRIDE	55.00	PD-SAFETY AD

THOMPSON INNOVATION	1696.00	CH-ALARM MNTRNG AGRMNT
ELECTRICAL ENGINEERING & EQUIP	31.44	BACKUP SUPP-WIRE CONNCTRS
ELITE STAFFING, LLC	2000.00	MANAGER TRNG (6)
FED EX OFFICE	11.51	PD-POSTAGE
FIVE STAR ENTERPRISES, INC	10.00	CNCL NAME PLATE-BENSON
FOUR SEASONS NORTH	199.60	OCT2018 FITNESS CHGS
FREDERICKSEN, RANDY	16.10	MEAL REIMB
GATEWAY ENGINEERING INC	3730.00	REBUILT-SWR PUMP MILLER LIFT
GCR TIRES & SVC	711.00	TIRE REP-PAYLDR & BACKHOE
GILL HAULING	2393.04	FALL CLEAN-UP/10 CONT/25.64 TONS
GOSMA	100.00	CITY MGMT MEMBERSHIP-CHERRY
HAWKINS, INC	958.14	CHLORINE (8)
INGRAM LIB SVCS	106.38	BOOKS (11)
J.P. COOKE CO.	86.23	2018 PET LICENSE TAGS, RECEIPT
JACK'S UNIFORMS & EQUIP	630.05	CLTHNG ALLWNC (4)
EAKES OFFICE SOLUTIONS	95.38	SR CNTR-NAPKINS (1 BX), BATH TISSUE
JENSEN SPRINKLER	316.20	WINTERIZED SPRINKLER & BLOW OUT
JEO CONSULTING GROUP	4864.67	05-79-05890 FLYNN/ENGINEERING, LEVEE SVCS
K & P SERVICES, INC	466.50	OCT2018 PARKS TOILET RNTLS
L.G. EVERIST, INC	1437.91	ICING SAND-145.98 TONS
MB CLEANING	1825.00	OCT2018 CLNG (4)
MIDAMERICAN ENERGY	12788.41	OCT2018 UTLTY CHGS
MIDWEST TAPE	40.40	DVD'S (2)
NAT'L ASSOC OF TOWN WATCH	2528.20	2018 NAT'L NIGHT OUT SUPP
NEBRASKA SALT & GRAIN CO	1827.12	ROAD SALT 26.48 TONS
NEOPOST USA INC.	80.85	PD-QTRLY PSTG MTR LEASE
NSC AUTO REPAIR	366.36	UNIT 2-ANTFRZ LEAK REP, UNIT 1 & 6 OIL CHNGE
OFFICE SYSTEMS CO	92.61	NOV2018 COPY & LEASE EXP
ONE OFFICE SLTN	581.00	PD-COPY PAPER (30 RMS), CRTRDG (3)
PRESTO-X	226.00	OCT2018 PEST CNTRL
RICK HANSON PLUMBING INC.	2277.96	CH-INSTLLD AUTO FLUSH VALVES
GARY ROAN	1150.00	INSPECTIONS (18)
ROBERTSON IMPLEMENT CO	44.22	WEED EATERS
DEPT OF ENVIR & NTRL RSRCS	20.00	OPERATOR CERT EXAM (2)
SD DEPT OF PUBLIC SFTY	2340.00	TELETYPE SVC-01/01/18-06/30/18
SD DEPT OF HEALTH	263.00	09/14-10/03 BOD, COLI, SOLIDS
SIOUXLAND HUMAN SOCIETY	37.00	SEP2018 SVCS
TOWN & COUNTRY LAWN SVC	1946.00	OCT2018 WEED CTRL
VANDER POL EXCAVATING, LLC	196659.71	S DERBY RECNSTRCTN PROJ
VERIZON WIRELESS	884.74	OCT2018 CELL CHGS
WOODBURY CTY EMERG SVCS	444.64	NOV2018 STARCOMM

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

Finance/Admin	\$19,551.69
Library	\$5,884.99
Police	\$32,543.21
Public Works	\$25,046.01

Motion by Parks second by Green to adjourn at 9:44 p.m. All members present voted aye.

Approved

Randy Fredericksen, Mayor

Attested

Susan Kloostra, Finance Officer



City Council MEMO

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

To: North Sioux City, City Council
From: Ted Cherry, City Administrator
Date: 11/19/2018
Re: Corp of Engineers Update

Background: Lesa Cropley was able to attend the Corp of Engineers meeting on 11/7/2018. She will provide an update to the Council on any information learned.

Financial Consideration: None at this time

Recommendation: None at this time.

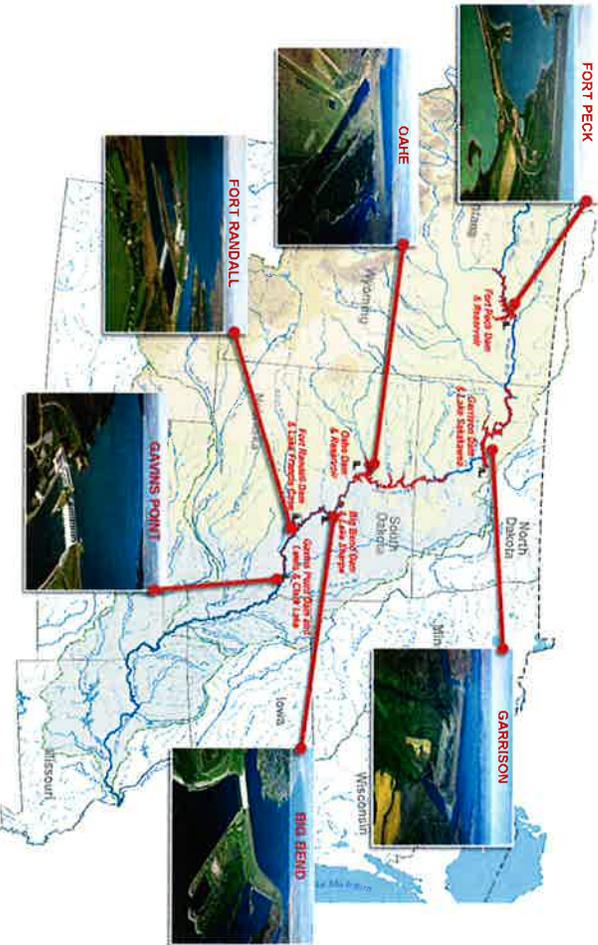
MISSOURI RIVER BASIN WATER MANAGEMENT

FALL 2018 PUBLIC MEETINGS

Nov. 6th	11:00 a.m.	Fort Peck, MT
Nov. 6th	6:00 p.m.	Bismarck, ND
Nov. 7th	10:00 a.m.	Pierre, SD
Nov. 7th	4:00 p.m.	Sioux City, IA
Nov. 9th	11:00 a.m.	Smithville, MO
Nov. 9th	4:00 p.m.	Nebraska City, NE

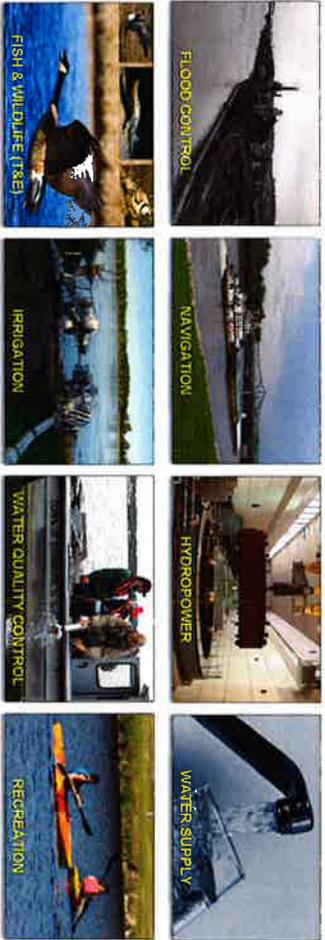


MISSOURI RIVER MAINSTEM RESERVOIR SYSTEM



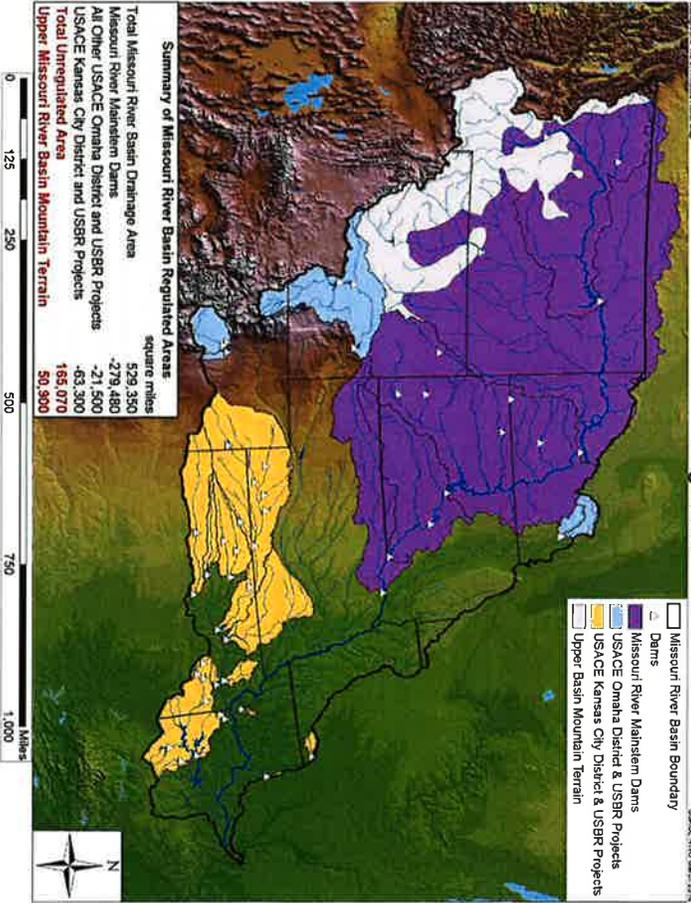
OUR MISSION

Regulate Missouri River Mainstem Reservoirs to Support
Congressionally Authorized Purposes



- Flood Control
- Navigation
- Hydropower
- Water Supply
- Fish & Wildlife
Including
Threatened &
Endangered
Species
- Irrigation
- Water Quality
Control
- Recreation

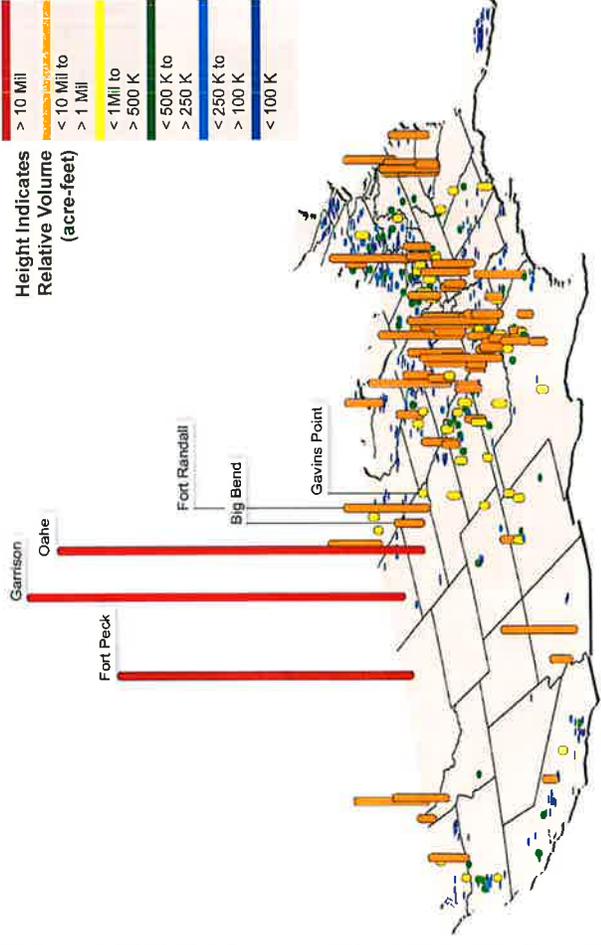
Missouri River Basin Regulated Watersheds



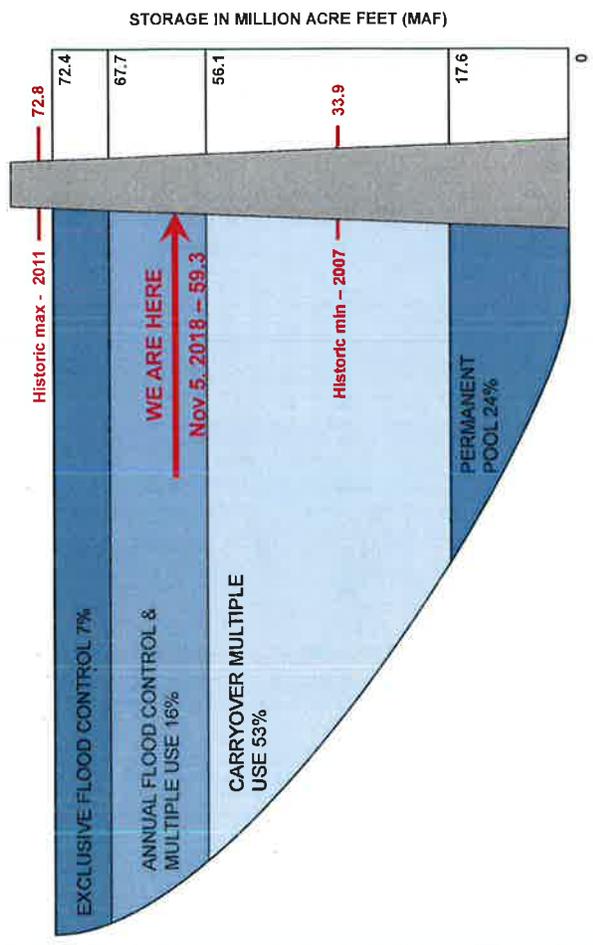


USACE RESERVOIR STORAGE CAPACITY

- Height Indicates Relative Volume (acre-feet)
- > 10 Mill
 - < 10 Mill to > 1 Mill
 - < 1 Mill to > 500 K
 - < 500 K to > 250 K
 - < 250 K to > 100 K
 - < 100 K

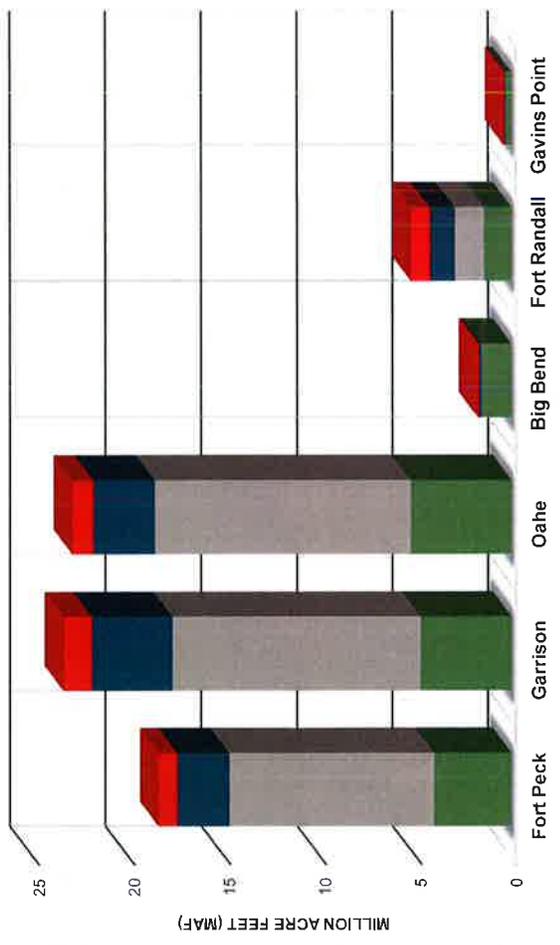


MISSOURI RIVER MAINSTEM SYSTEM STORAGE ZONES AND ALLOCATIONS



MAINSTEM RESERVOIR STORAGE CAPACITY

- Permanent
- Carryover
- Annual Flood
- Exclusive Flood



RUNOFF COMPONENTS

2018 runoff year

- PLAINS SNOWPACK
- MOUNTAIN SNOWPACK
- RAINFALL



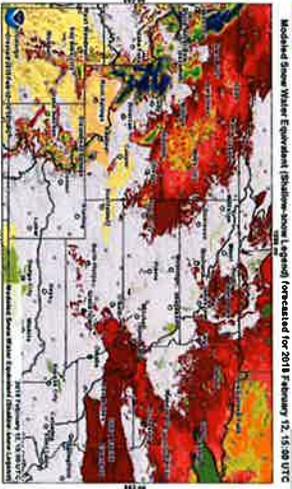
2018 FORECAST* = 41.4** MILLION ACRE FEET (MAF)

*NOVEMBER 1 FORECAST - 163% OF AVERAGE

**2018 RUNOFF WOULD BE THE 3RD HIGHEST IN 120 YEARS OF RECORD-KEEPING (1898-2017), EXCEEDED ONLY IN 2011 (61.0 MAF) AND 1997 (49.0 MAF)

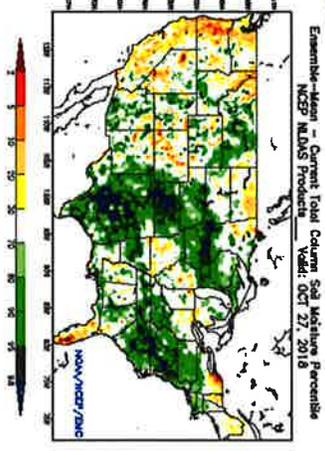


PLAINS SNOW AND SOIL MOISTURE



Plains snow conditions are monitored via NOAA's National Operational Hydrologic Remote Sensing Center (NOHRSC) interactive snow map.

Soil moisture conditions are monitored via NOAA's North American Land Data Assimilation System (NLDAS).



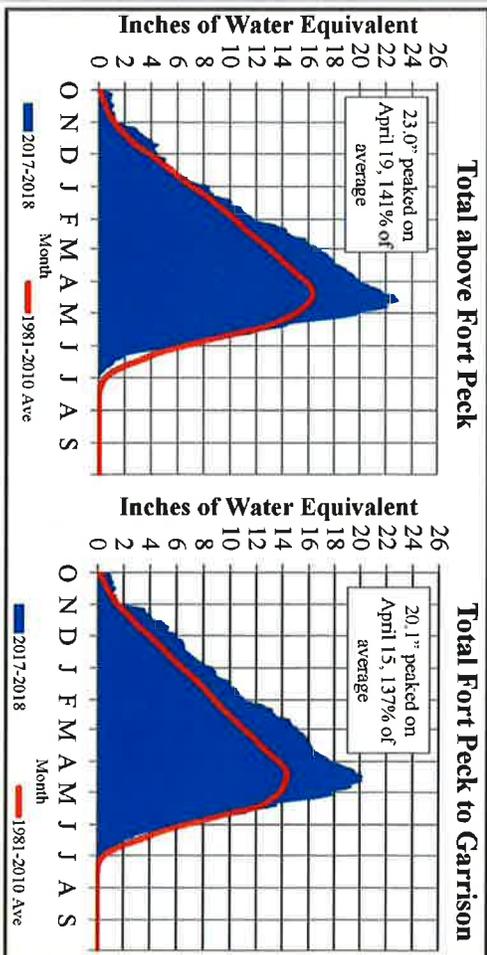
very wet soils



MOUNTAIN SNOWPACK IN 2017-18



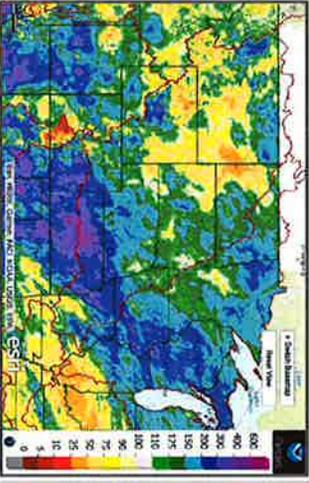
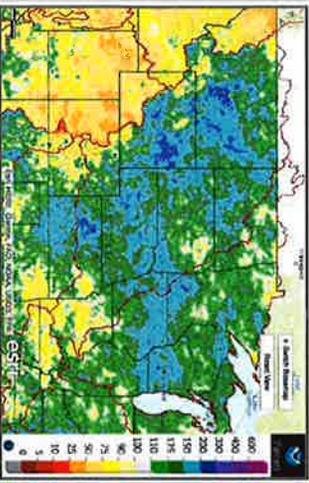
The Missouri River basin mountain snowpack normally peaks near April 15.



Source: USDA, Natural Resources Conservation Service



OBSERVED PRECIPITATION

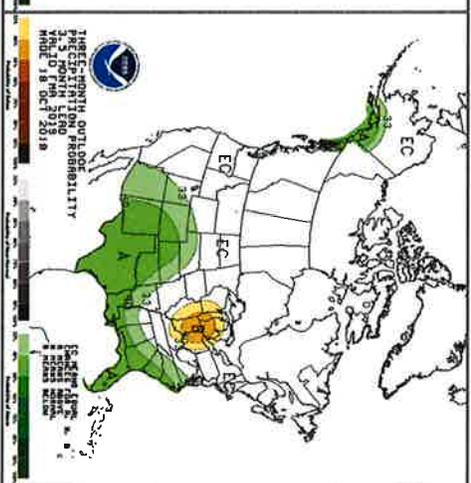
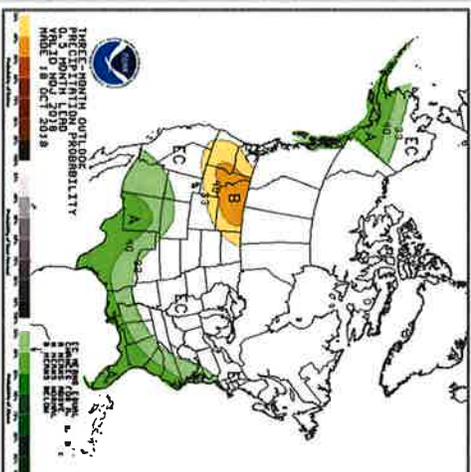


nearly all above average

Source: NWS Advanced Hydrologic Prediction Service



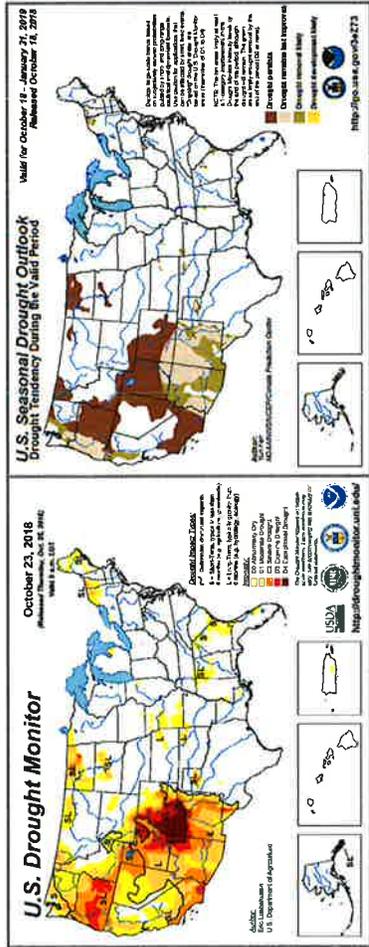
PRECIPITATION OUTLOOKS



Source: NWS Climate Prediction Center

DROUGHT CURRENT CONDITIONS AND OUTLOOK

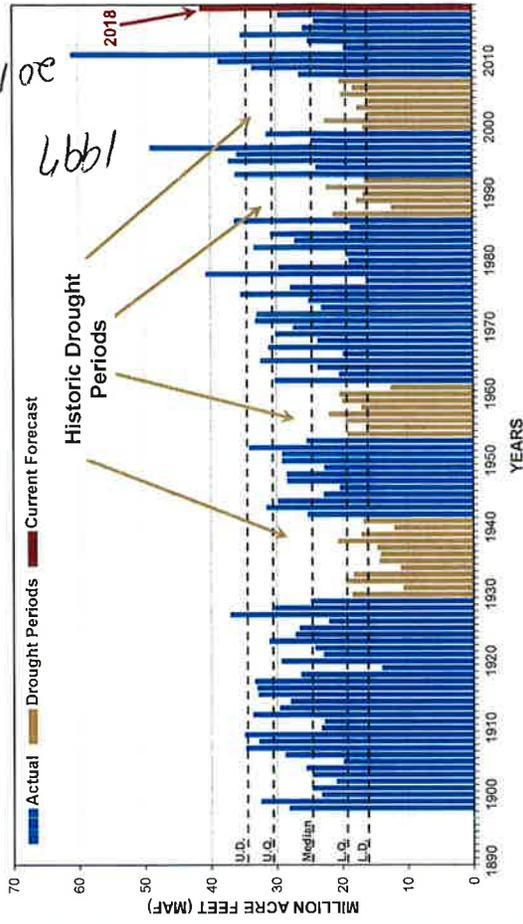
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Source: National Drought Mitigation Center Source: NWS Climate Prediction Center

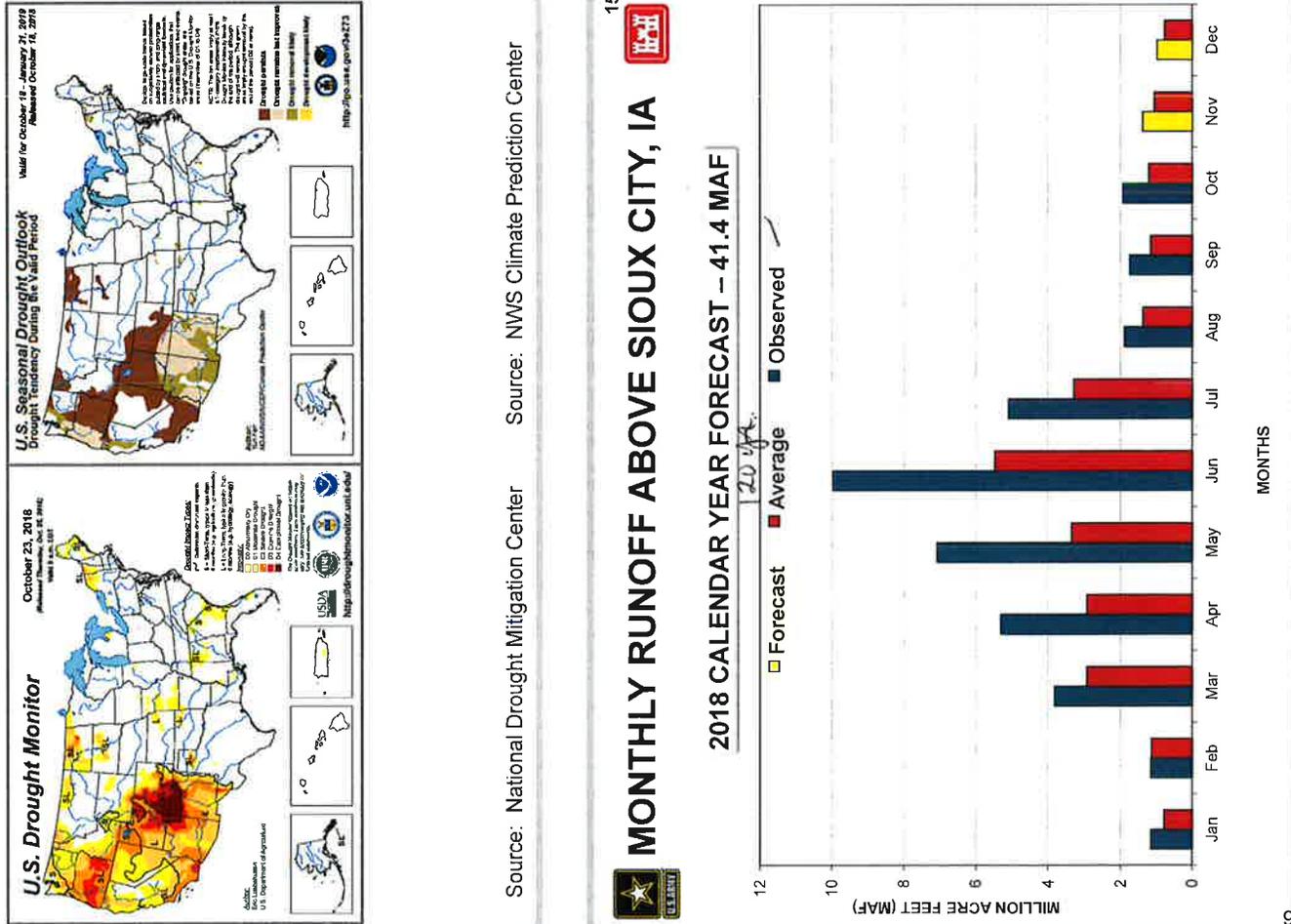
ANNUAL RUNOFF ABOVE SIOUX CITY, IA

14



MONTHLY RUNOFF ABOVE SIOUX CITY, IA

15



FALL / WINTER RELEASES

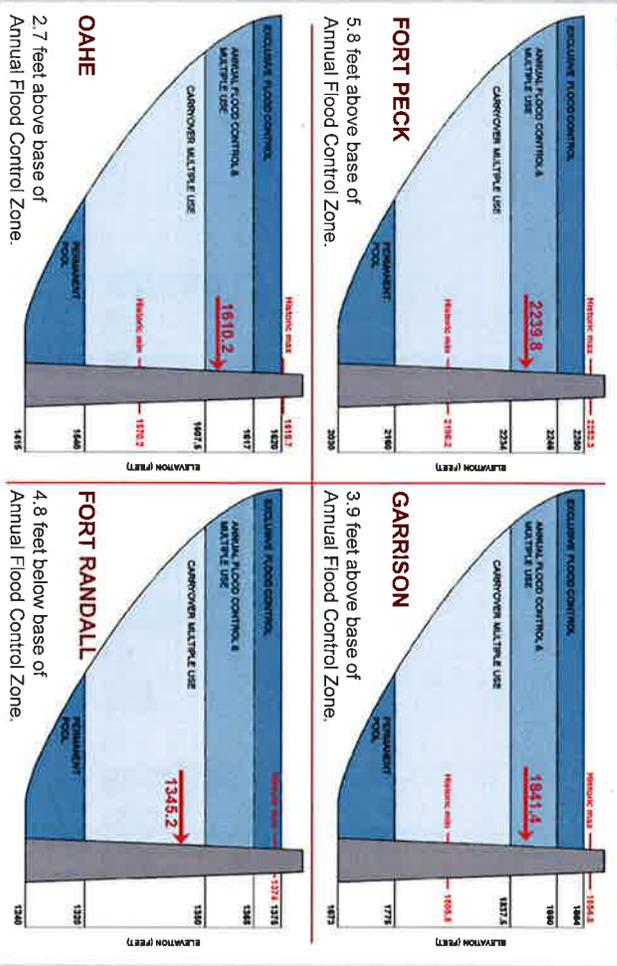
16



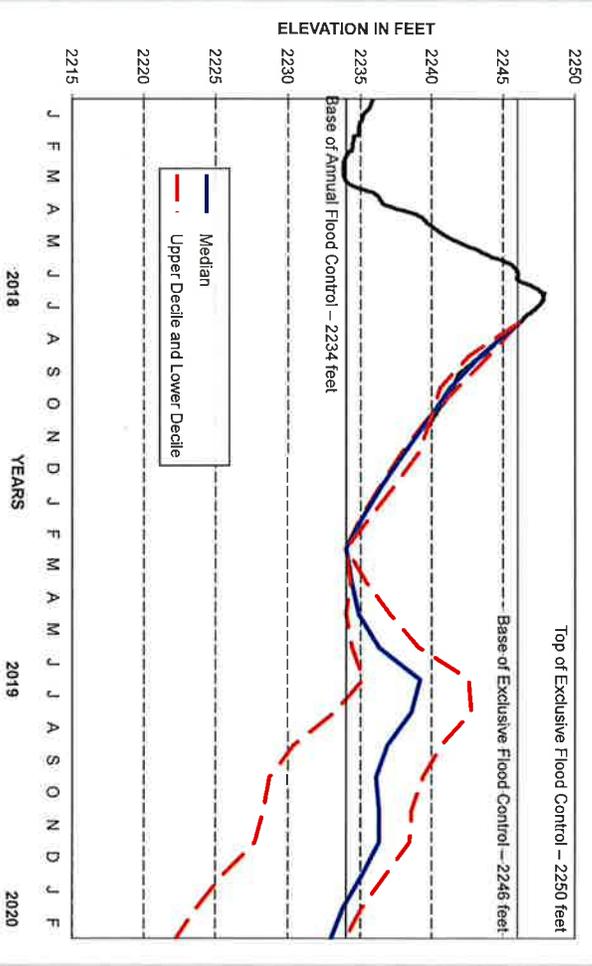
- Gavins Point Dam releases will be reduced to winter rate in late November (includes 10-day extension)
 - Corps will closely monitor channel/ice conditions between reservoirs and downstream of Gavins Point Dam
 - Above-average Gavins Point winter releases needed to complete evacuation of stored flood waters
 - Expected releases (in 1000 cfs):
- | | Nov | Dec | Jan | Feb |
|--------------|------|------|------|------|
| Fort Peck | 12.0 | 12.0 | 12.0 | 12.5 |
| Garrison | 29.0 | 20.0 | 24.5 | 24.5 |
| Gavins Point | 56.6 | 25.3 | 20.0 | 20.0 |
- Handwritten note: projected



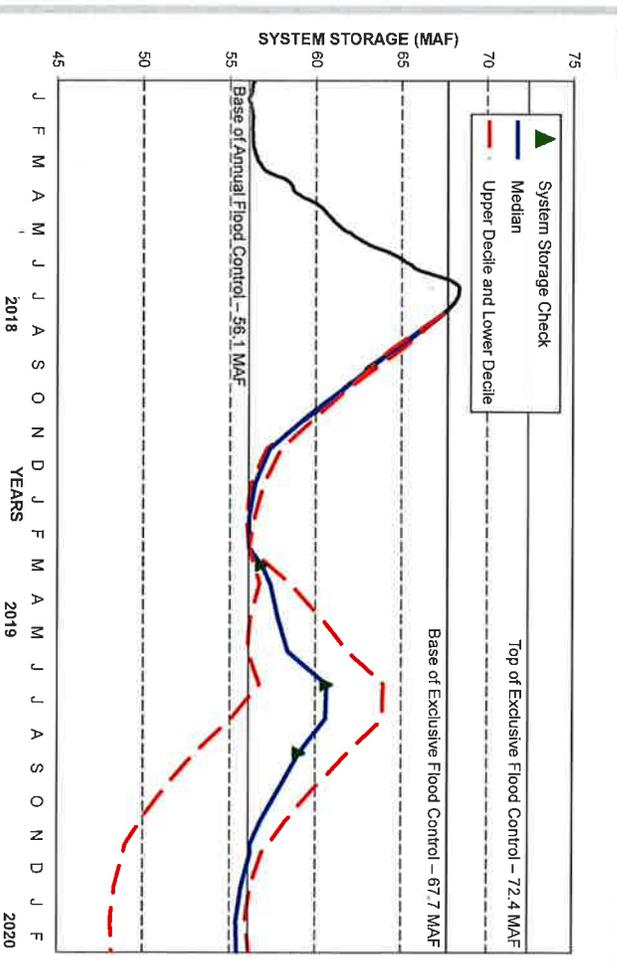
CURRENT RESERVOIR LEVELS - NOV 5, 2018



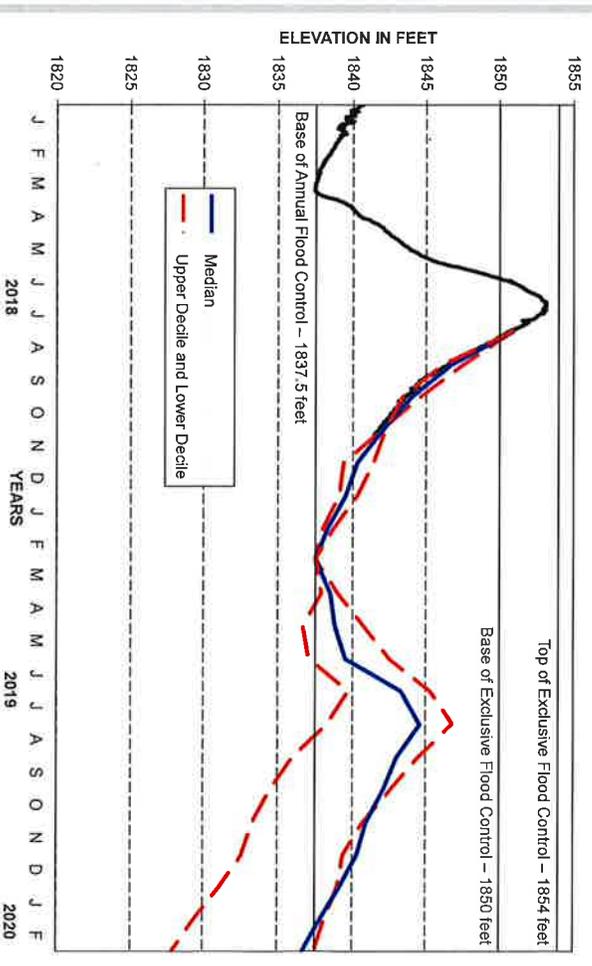
FORT PECK - 2018-2019 DRAFT AOP



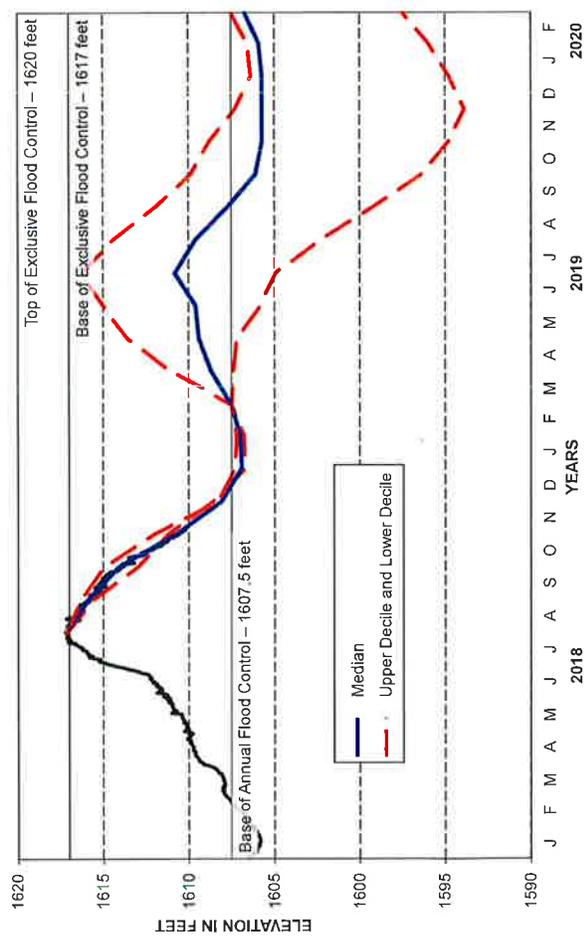
SYSTEM STORAGE - 2018-2019 DRAFT AOP



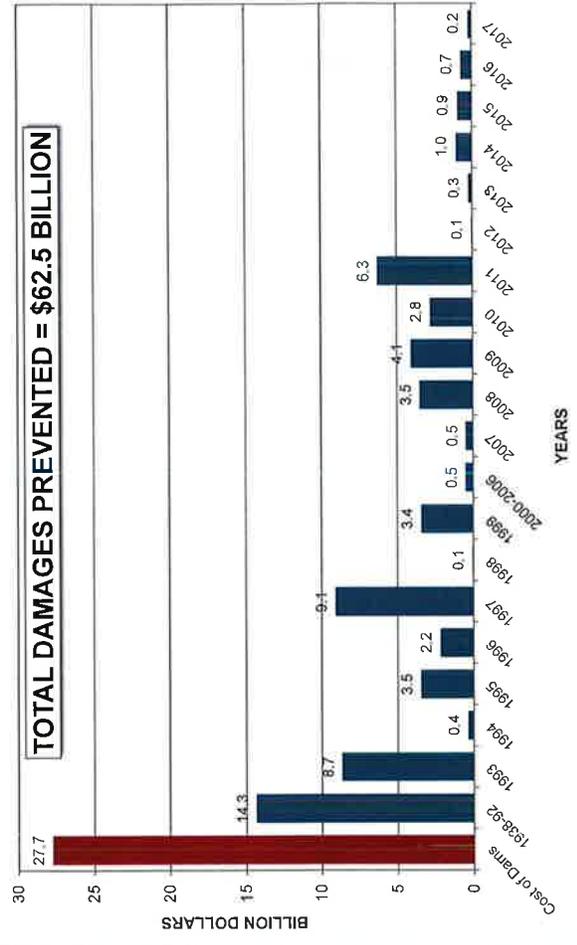
GARRISON - 2018-2019 DRAFT AOP



OAHE - 2018-2019 DRAFT AOP



FLOOD DAMAGES PREVENTED BY MAINSTEM DAMS INDEXED TO 2017 LEVELS

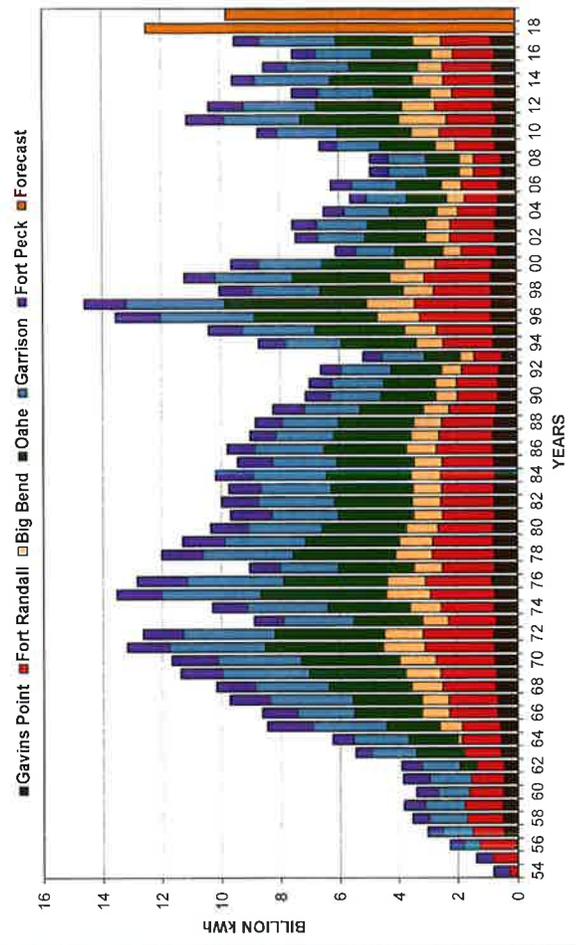


FLOOD CONTROL



- 2018
 - All 2017 flood water evacuated from reservoir system by mid-January
 - System storage peaked on July 8 at 68.4 MAF, utilizing 75 percent of the System's flood control storage
- 2019
 - All scenarios start next year's runoff season at the base of the annual flood control zone
 - Flooding can still occur due to downstream rainfall
 - Ability to reduce downstream stages diminishes as you move downstream due to increased travel times and uncontrolled drainage area

HYDROPOWER





NAVIGATION



25

- 2018 – Full service(+), 10-day extension to flow support
- 2019 – March 15 storage check
 - Full service flow support
- 2019 – July 1 storage check
 - Full length season (all runoff scenarios)
 - Full service(+), 10-day extension for upper quartile and upper decile runoff
 - Full service level flow support for lower quartile and median runoff
 - Slight reduction in flow support for lower decile runoff



2019 FISH AND WILDLIFE



27

- Steady to rising pool levels at upper three reservoirs during forage fish spawn
 - Favor Fort Peck and Oahe if runoff not sufficient
- Minimize periods of zero releases at Fort Randall to the extent possible
- Coldwater habitat will be monitored



WATER SUPPLY – WATER QUALITY IRRIGATION – RECREATION



26

- 2018
 - Above average elevations and releases
 - Water supply intakes, recreation areas, irrigation and marinas
 - Gavins Point Dam winter releases of at least 17 kcfs
- 2019
 - No access issues expected
 - Gavins Point winter releases of 17 kcfs with median runoff



ENDANGERED SPECIES ACT OF 1973



28

Each Federal Agency shall... ensure that any action authorized, funded, or carried out by such agency...

is not likely to jeopardize the continued existence of any endangered or threatened species or result in the destruction or adverse modification of habitat...



Interior Least Tern
Listed "Endangered" 1986



Pallid Sturgeon
Listed "Endangered" 1990



Piping Plover
Listed "Threatened" 1986

THREATENED AND ENDANGERED SPECIES 2018 PIPING PLOVER AND LEAST TERN



- High runoff in 2018 resulted in many flooded nests on reservoirs and in river reaches
 - Increasing Garrison releases during the nesting season is unusual
- Predation limited productivity
- Counts of adult birds declined from previous years but populations remain high
- Sufficient habitat anticipated on reservoirs and in river reaches for the 2019 season



THREATENED AND ENDANGERED SPECIES 2019 PIPING PLOVER AND LEAST TERN



- Gavins Point releases
 - Steady release – flow to target
 - Daily release cycle
- Intra-day peaking patterns – Garrison & Fort Randall
- Measures to minimize take

THREATENED AND ENDANGERED SPECIES BI-MODAL SPRING PULSE – PALLID STURGEON



- March and May spring pulses – not implemented in 2018
 - Pursuing independent science advisory panel (ISAP) recommendations
 - Forego spring pulse while developing Management Plan
 - Missouri River Management Plan Final EIS released in late August



SUMMARY

- All flood storage available to start 2019 runoff season
- Near normal reservoir levels and releases (median runoff)
- Good service to all authorized purposes

John Remus, P.E.

john.i.remus@usace.army.mil

402.996.3840

Kevin Grode, P.E.

kevin.r.grode@usace.army.mil

402.996.3870

Mike Swenson, P.E.

michael.a.swenson@usace.army.mil

402.996.3860

Email: Missouri.Water.Management@usace.army.mil

Website: www.nwd-mr.usace.army.mil/tcc/

[nwd.usace.army.mil/MRWMM](https://www.facebook.com/nwd.usace.army.mil/MRWMM)

Search: Corps Missouri River on Google

Social Media: Facebook: [#nwdusace](https://www.facebook.com/nwdusace) #MissouriRiver

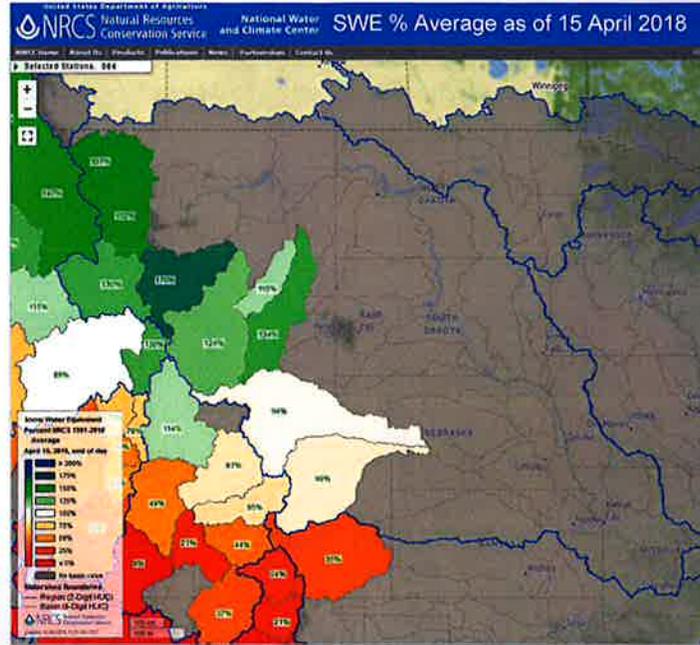
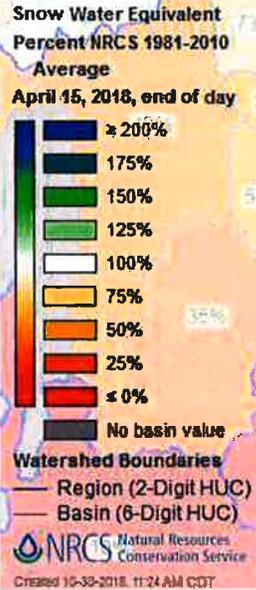
Twitter: [#nwdusace](https://twitter.com/nwdusace) #MORRiver #MissouriRiver



MISSOURI BASIN



2018 Mountain Snowpack Peaked Above Average



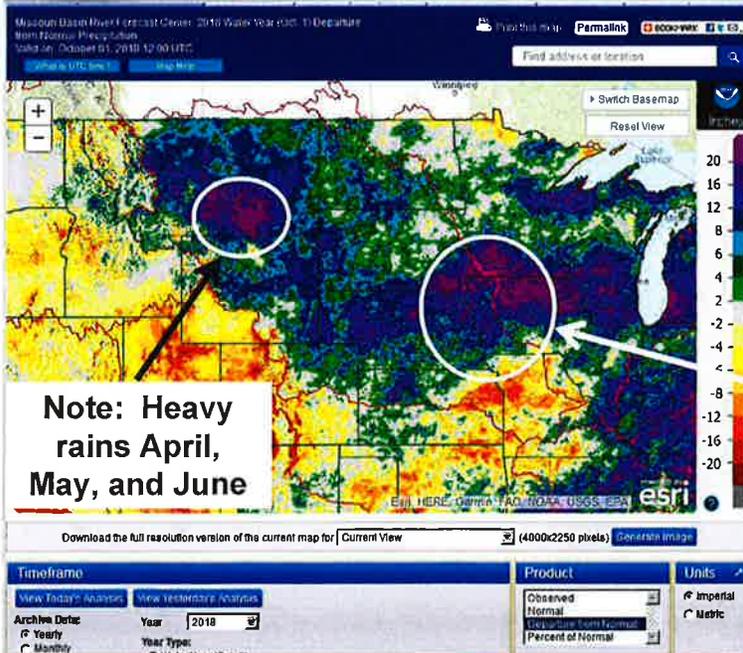
Building a Weather-Ready Nation



MISSOURI BASIN



WATER YEAR (OCT 2017 THRU SEPT 2018) DEPARTURE FROM NORMAL



Note: Heavy rains April, May, and June

Precipitation "Departure from Normal" in inches for the 2018 Water Year (01 Oct 2017 thru 30 Sep 2018)

Note: Very wet June, August, and September



Building a Weather-Ready Nation



MISSOURI BASIN

2018-2019 WINTER OUTLOOK



from
National
Weather
Service

- NOAA Winter Outlook was released 18 October 2018. The Winter Outlook covers the period December through February.
<https://www.noaa.gov/media-release/winter-outlook-favors-warmer-temperatures-for-much-of-us>
- Currently, we are “ENSO-neutral” (i.e. neither La Niña nor El Niño). But, **there is a 70-75% chance El Niño conditions** will develop by late fall or early winter.
- El Niño condition tends to favor **warmer Winter temperatures** across the Missouri River basin, and a **drier Winter** in the northwest portion (i.e. Montana, northern Wyoming, the Dakotas).
- If El Niño conditions do develop, it is expected to be **“weak”**. This means that El Niño influence may be overshadowed by other climate patterns (such as the Arctic Oscillation and the Madden-Julian Oscillation).



Building a Weather-Ready Nation



MISSOURI BASIN

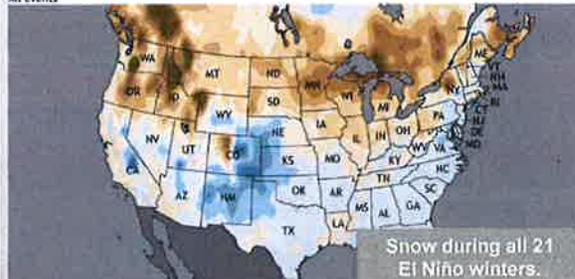
HOW EL NIÑO AFFECTS SNOWFALL



Snow during El Niño winters (1950-2009)
10 strongest events



All events



0310091-4228
Last updated: 14 3550 2009

Difference from average snowfall (inches)



NOAA Climate.gov
Data: Rutgers/CPC

Snow during past El Niño winters (October—April).

But keep in mind, 2018-2019 is expected to be a *weak* El Niño!!!

Thus, while these two graphics provide guesses as to how this winter *may* play out, they are **NOT** forecasts.



Building a Weather-Ready Nation

Potential Winter and Spring Impacts

Missouri River



Platte River, a tributary of the Missouri River, photo courtesy Bill Sorensen.

This year, the combination of an above-normal snowpack and heavy rains has led to one of the highest runoffs for the Upper Missouri River Basin on record. According to the U.S. Army Corps of Engineers, 2018 runoff above Sioux City, Iowa is forecast at 40.6 million acre feet, which is 160 percent of average. Above-average releases will continue through the fall in order to evacuate all stored floodwaters. Snowpack will be monitored through the spring.

Agriculture



Getting ready for spring planting, photo courtesy Ken Dewey.

With the potential for above-normal temperatures across the Basin this winter, a variety of impacts could occur. For livestock producers, reduced needs for extra forage and hay could be beneficial as hay stocks are near historic lows. For winter wheat producers, a warmer winter could signal less risk to the crop. Looking ahead to spring, planting issues could be a concern across parts of the Basin, where autumn rains have produced ample soil moisture.

Ecosystems

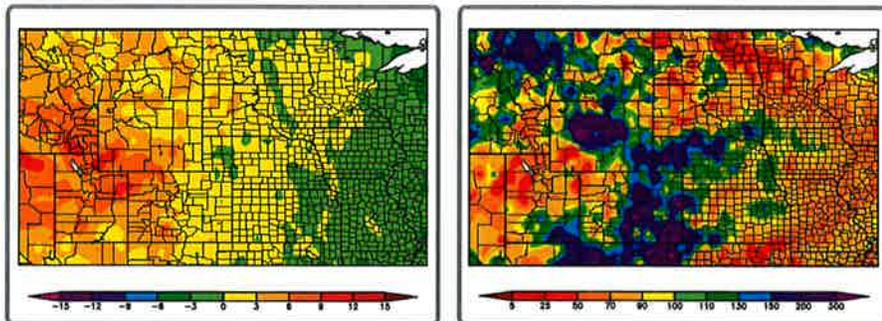


Sandhill cranes in central Nebraska, photo courtesy Ken Dewey.

In the northern tier of the Basin, where warmer and drier conditions are possible, increased fire danger could be an issue this winter and spring, especially in areas where forage has accumulated. If a lower snowpack occurs as a result of the drier conditions, reduced runoff could occur in the spring, which may impact wildlife later in the season. Warmer conditions could also accelerate the growth of non-native cool-season plants, such as cheatgrass.

Comparisons and Limitations

Winter Conditions During Past El Niños Departure from Normal Temperature (°F) (left) and Percent of Normal Precipitation (right) for Winter 2014-15



Maps courtesy of the High Plains Regional Climate Center.

The maps above illustrate the winter conditions of the last weak El Niño, which occurred in 2014-15. Much of the Basin was warmer than average, but precipitation signals varied. Please note that each El Niño is different and other factors can be considered, such as antecedent conditions or the Arctic Oscillation, which trumped the El Niño during the winter of 2009-10.

While past El Niño events can help inform forecasters about certain conditions, there are some limitations. For instance, in the Missouri Basin, El Niño is *not* known to impact: 1) potential for ice storms or blizzards, 2) track or intensity of any single weather system, 3) first freeze in the fall (early or late), or 4) last freeze in the spring (early or late).

MO River Basin Partners

High Plains Regional Climate Center
www.hprcc.unl.edu

National Drought Mitigation Center
<http://drought.unl.edu/>

National Oceanic and Atmospheric Administration
<https://www.noaa.gov/>

National Integrated Drought Information System
<https://www.drought.gov/>

NOAA NCEI
www.ncdc.noaa.gov

NOAA NWS- Central Region
www.crh.noaa.gov/crh

NOAA NWS Climate Prediction Center
www.cpc.ncep.noaa.gov

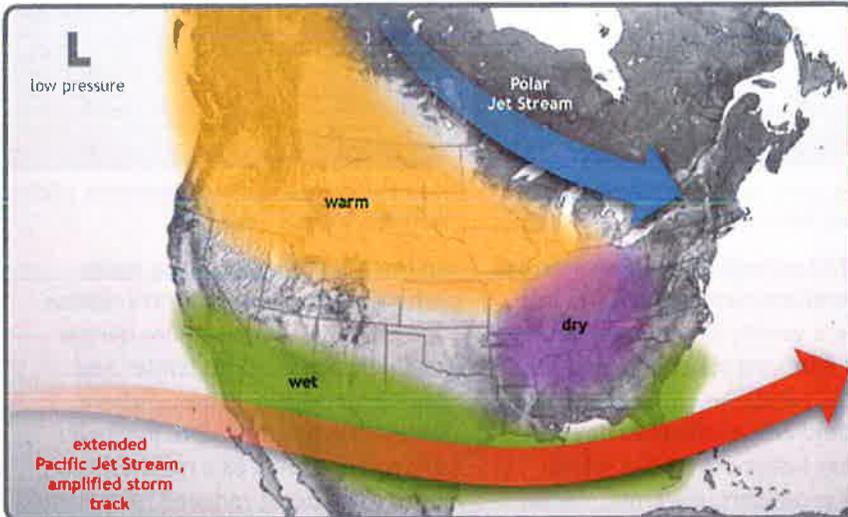
NOAA NWS Missouri Basin River Forecast Center
www.crh.noaa.gov/mbrfc

American Association of State Climatologists
<https://www.stateclimate.org/>

U.S. Army Corps of Engineers
www.usace.army.mil

USDA Northern Plains Climate Hub
www.climatehubs.oce.usda.gov

Typical El Niño Winter Pattern



The image above shows the typical pattern in the winter during El Niño events. The polar jet stream tends to stay to the north of the Missouri Basin region, while the Pacific jet stream remains across the southern U.S. With the Missouri Basin isolated between the storm tracks, warmer and possibly drier conditions can develop during El Niño events.

Image courtesy of the National Oceanic and Atmospheric Administration.

Highlights for the Basin

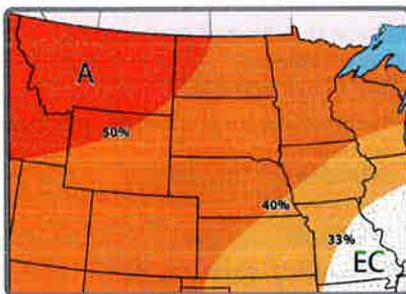
An El Niño develops when sea surface temperatures are warmer than average in the equatorial Pacific for an extended time. This is important to North America because El Niño can impact our weather patterns, especially in the winter.

Although each El Niño is different, there are some general patterns that are predictable. For instance, the polar jet stream is typically farther north than usual, while the Pacific jet stream remains across the southern U.S.

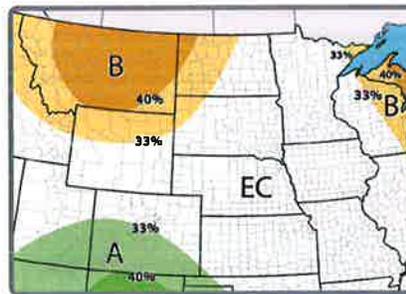
This pattern brings above-normal temperatures to much of the Missouri River Basin region, particularly across the north. But, this does not mean cold weather will not happen this winter. Extreme cold weather may be milder and less frequent, however.

El Niño Outlook

Winter Temperature and Precipitation Outlooks Valid for December 2018 - February 2019



Temperature

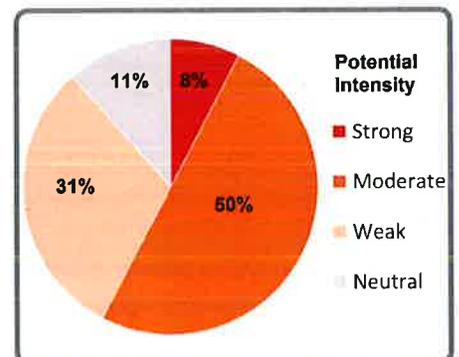


Precipitation

EC: Equal chances of above, near, or below normal
A: Above normal, B: Below normal

As of October, the winter outlooks for the region show that below-normal precipitation is favored for the headwaters of the Missouri River, while above-normal precipitation is favored for areas of the southern Rockies. This could have implications for many sectors, in both positive ways (increased snowpack to the south could be welcomed by ski resorts) and negative ways (reduced snowpack to the north could impact spring runoff). Meanwhile, the temperature outlook indicates that above-normal temperatures are favored across the majority of the region, with the exception of portions of Missouri, where equal chances for above, near, or below normal temperatures exist.

El Niño Strength Winter 2018-19



According to the Climate Prediction Center, ENSO-neutral conditions are present. Outlooks favor the development of a weak to moderate El Niño event, which could continue through the winter (70-75% chance). An El Niño Watch is in effect. The chart above shows the potential intensity of this winter's El Niño, with data from the International Research Institute for Climate and Society.

Regional – Impacts for June - August 2018

Water Resources

Due to above-normal snowpack and heavy spring rains in the Upper Basin this year, the U.S. Army Corps of Engineers projected the Upper Missouri River to have its fourth highest runoff on record. High runoff on the Yellowstone River, a major tributary to the Missouri River, resulted in releases through Bismarck, ND that were double the average summer flows. Meanwhile, heavy rainfall caused flooding in several locations, including Brookings, SD and Manhattan, KS. Ongoing drought impacted water supplies this summer across portions of Iowa, Kansas, and Missouri. Several communities faced water shortages and mandatory water restrictions, such as Hamilton, MO and Gardner, KS.

Agriculture

Despite a slow start to the growing season this year, above-normal temperatures in June helped crops progress quickly, leading to early maturation. As a result, the risk of damage from an early frost is lower this year. Drought caused stress to crops and pastures, and emergency haying and grazing of Conservation Reserve Program lands was authorized in several Basin states, including CO, IA, KS, and MO. Numerous hailstorms damaged row crops, grain bins, and center pivots in the Dakotas and Nebraska during the summer, and losses were still being assessed by the USDA Risk Management Agency.



Above: Flooding along Wildcat Creek near Manhattan, KS, photo courtesy Manhattan Police Dept. (left); Dry pasture in Adams County, ND, photo courtesy NDSU (middle); Hail-damaged corn in Howard County, NE, photo courtesy Troy Ingram, UNL CropWatch (right).

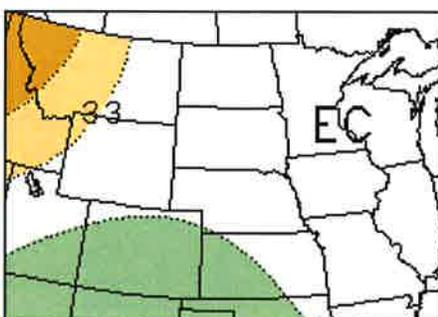
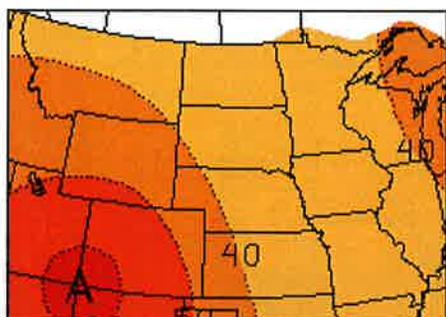
Regional – Outlook for October - December 2018

MO River Basin Partners

Temperature

Precipitation

Outlooks for October - December 2018



EC: Equal chances of above, near, or below normal

A: Above normal, B: Below normal

ENSO-neutral conditions are present in the Pacific Ocean, but the likelihood of the onset of El Niño will increase this fall and especially during the winter. Above-normal temperatures are favored across the entire Basin through December. Below-normal precipitation is expected in the Upper Basin in the western half of Montana and northwestern Wyoming, while above-normal precipitation is favored for portions of Colorado and Kansas. Elsewhere in the Basin, there are equal chances for above-, below-, and near-normal precipitation through December. The U.S. Army Corps of Engineers plans to continue higher-than-average releases from all Missouri River Mainstem System dams through the fall to evacuate remaining stored flood waters.

High Plains Regional Climate Center
www.hprcc.unl.edu

National Drought Mitigation Center
<http://drought.unl.edu/>

National Integrated Drought Information System
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NOAA NCEI
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www.crh.noaa.gov/crh

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www.cpc.ncep.noaa.gov

NOAA NWS Missouri Basin River Forecast Center
www.crh.noaa.gov/mbrfc

American Association of State Climatologists
<https://www.stateclimate.org/>

U.S. Army Corps of Engineers
www.usace.army.mil

U.S. Bureau of Reclamation
<https://www.usbr.gov/>

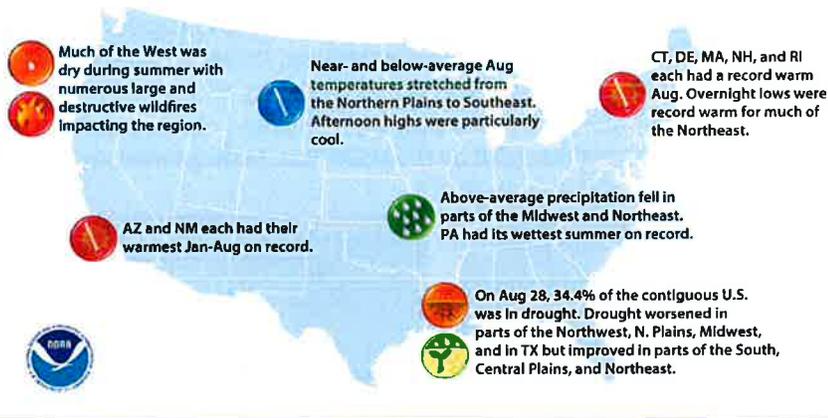
USDA Natural Resources Conservation Service
www.nrcs.usda.gov

USDA Northern Plains Climate Hub
www.climatehubs.oce.usda.gov

Western Governors' Association
<http://westgov.org>

National – Significant Events for June - August 2018

U.S. Selected Significant Climate Anomalies and Events for August and Summer 2018



Highlights for the Basin

Summer began extremely warm but ended with cooler temperatures across much of the Basin. Colorado had its 3rd warmest summer on record.

Several areas of the Basin had a wet summer. For instance, portions of southeastern South Dakota and northeastern Nebraska had one of their wettest summers on record.

However, drought was an issue for some areas, impacting crops and water supplies in Colorado, the Dakotas, Kansas, and Missouri.

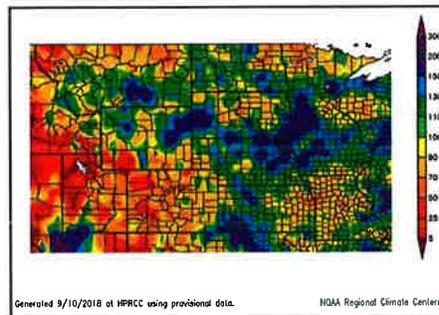
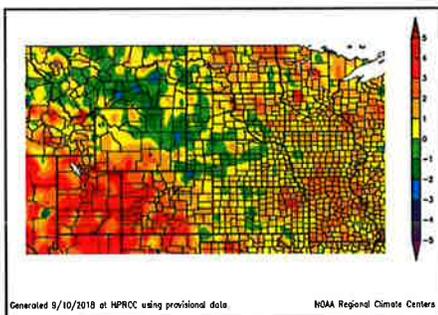
Smoke from wildfires in Canada prompted the issuance of air quality alerts for Bismarck and Fargo, ND. A wildfire burned across areas of Glacier National Park in Montana, destroying structures and forcing evacuations.

The average U.S. temperature during August was 73.6°F, 1.5°F above average. The summer average U.S. temperature was 73.5°F, 2.1°F above average, and the fourth warmest on record. The August U.S. precipitation was 2.99 inches, 0.37 inch above average. The summer average U.S. precipitation was 8.95 inches, 0.63 inch above average. For more information, please see: <https://www.ncdc.noaa.gov/sotc>.

Regional – Climate Overview for June - August 2018

Temperature and Precipitation Anomalies

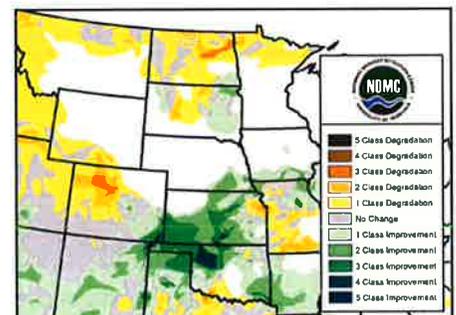
Departure from Normal Temperature (°F) (left) and Percent of Normal Precipitation (right) for Summer 2018



Summer temperatures varied across the Missouri Basin, with slightly below-normal temperatures in portions of the Upper Basin while temperatures across the rest of the region were generally above normal. However, average summer temperatures masked the extremes that occurred. For instance, June was quite warm for much of the Basin, while average temperatures in July and August were on the cool side. June ranked among the top 10 warmest for Colorado, Kansas, Missouri, and North Dakota. Precipitation varied but it was generally wet across the Basin, particularly throughout portions of South Dakota and Nebraska. However, dryness persisted in northern Colorado, eastern Kansas, and a large part of Missouri where drought intensified over the summer.

Drought

U.S. Drought Monitor Class Change Jun. 19-Sep. 11, 2018



Warm temperatures and below-normal precipitation caused drought to intensify across northwestern Missouri, northern and eastern Kansas, and southeastern Nebraska throughout the summer. However, much-needed rains fell in August, which helped relieve conditions. Late-summer dryness resulted in drought spreading and intensifying rapidly across portions of the Dakotas.

LEVEES & RISK

What you need to know

RISK IS CREATED BY A COMBINATION OF:

Probability of hazard to
Consequences of hazard to



FACT NUMBER

1

Flooding will happen.

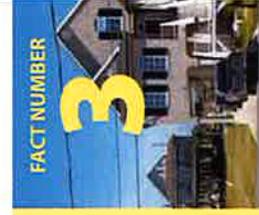
All rivers, streams, and lakes will flood eventually. This means that all levees will be called upon to combat floodwaters at some point. Don't think flooding can happen to you? Think again.

FACT NUMBER

2

No levee is flood-proof.

Levees reduce the risk of flooding, but no levee system can eliminate all flood risk. A levee is generally designed to control a certain amount of floodwater. If a larger flood occurs, floodwaters will flow over the levee. Flooding also can damage levees, allowing floodwaters to flow through an opening or breach.



FACT NUMBER

3

Risks from flooding may vary.

If you live behind a levee, you are responsible for knowing the threat you face from flooding. Don't assume that someone else is watching out for you. Take responsibility.

FACT NUMBER

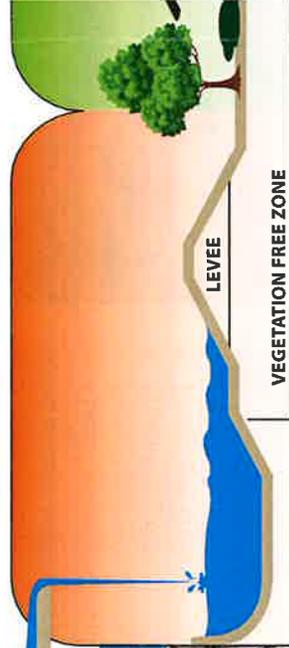
4

Act now & save lives & property.

There are many steps you can take, from purchasing flood insurance, to developing an evacuation plan, to flood-proofing your home, to reporting any problems that you see. The sooner you act, the better off you'll be when the next flood occurs. Be prepared.

Be informed! Learn about the following:

- Where are nearby levees located?
- What areas in my community are served by levees?
- How well is the levee expected to perform during a flood?
- What areas are most likely to flood if a levee is overtopped or breached?
- What is the condition of the levees & who manages them?
- How well have the levees performed in previous floods?
- What plans are in place to ensure that any levee operations proceed smoothly during a flood?
- What is the elevation of my home relative to the potential flooding from a levee failure?
- How would my neighborhood and nearby areas likely be affected under different flood scenarios?
- How much time would I likely have to evacuate in the event of a disaster?
- Who is responsible for issuing flood warnings?
- What are my safe evacuation routes?
- What do I need to bring in the event of an evacuation?



LEVEE

VEGETATION FREE ZONE

HOW LIKELY IS A HAZARD TO OCCUR?

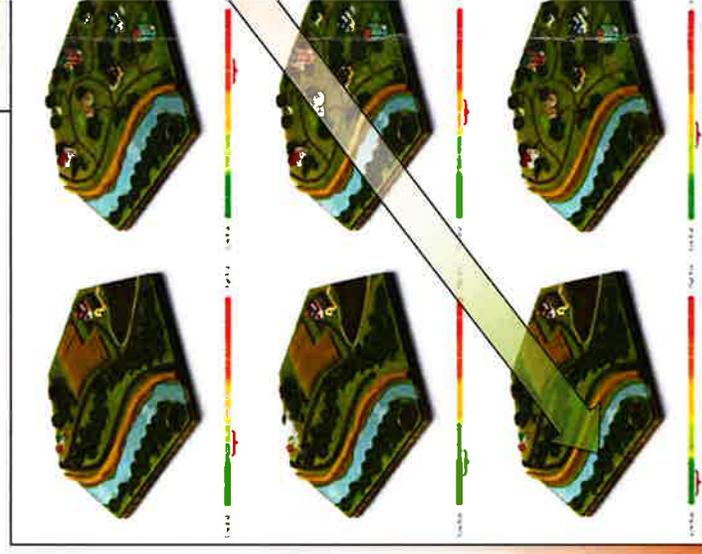
PROBABILITY OF FLOOD LOADING

WHAT IS THE LEVEE'S CONDITION?

SEEPAGE STABILITY

EROSION CLOSURE SYSTEMS

WHAT LOSS PEOPLE ECON DAM CR



PROBABILITY

CONSEQUENC

able to everyone via the
ions, & risks associated
space.army.mil/



the U.S. and your state
geographic areas of interest

makers, business owners
understand the importance
of life and unique

y)
map – (leveed area)

ee?
rea behind a Levee?
ning Levees near me?
e/hospitals/water &
veed area?

HOW DO I IMPROVE MY LEVEE & MANAGE REMAINING RISKS?

The individuals responsible for the upkeep, operations and repair investments on a levee will find this information useful.

However, it is also helpful with planning for and reacting to high-water events, providing critical information to emergency managers and first responders, and prioritizing investments and risk management activities based on best available risk information.

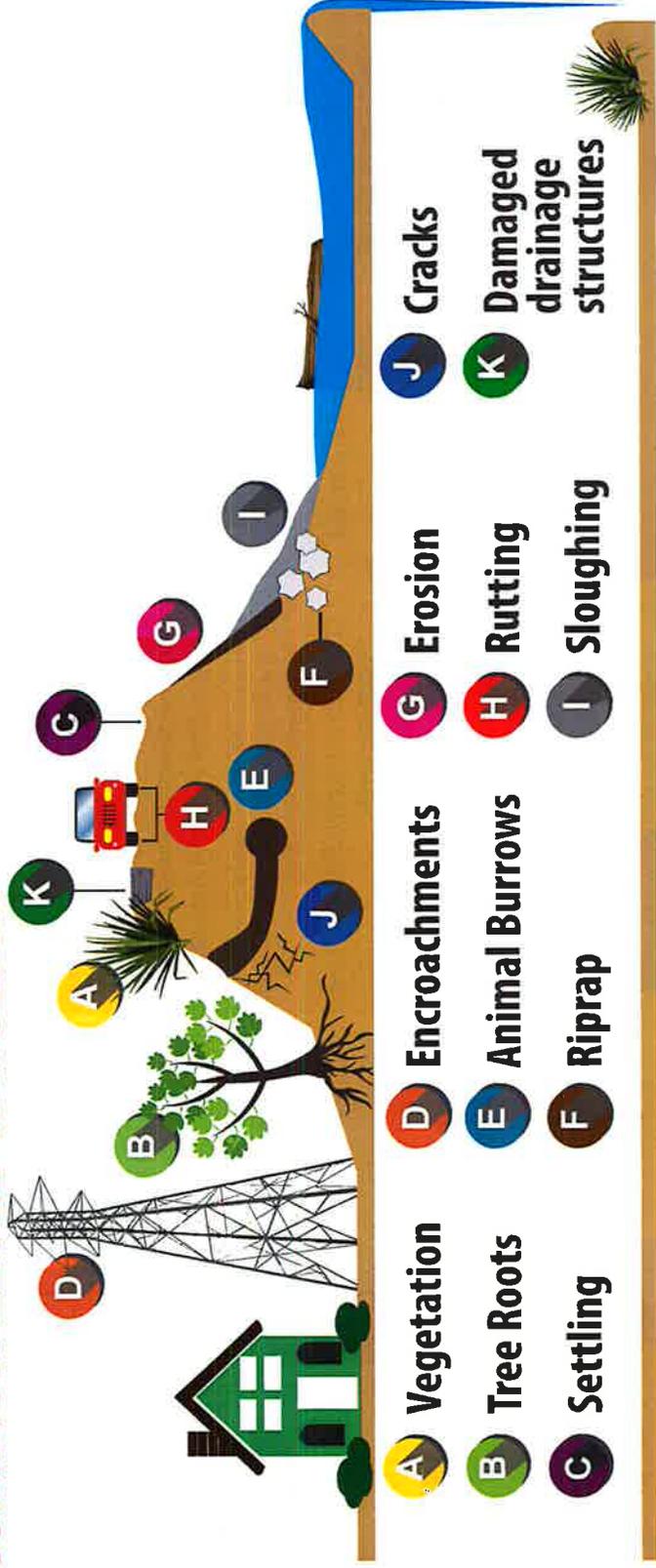
- Inspection reports (including ratings and location of specific deficiencies)
- Risk assessments (including risk information and risk drivers)
- Engineering data
- Flood fight & past performance information

WHAT IS AVAILABLE NOW?

- Data on completed inspections & risk assessments for up to 15,000 miles of levees associated with US Army Corps of Engineers programs.
- Basic location information on an additional 15,000 miles of levees outside of USACE programs.

For the future, USACE is working with states to identify & work with owner/operators to conduct inspections and risk assessments on levees outside USACE programs. USACE is also working with other federal agencies to input their levee related information into the national database. Only when this is completed, will we have a truly national picture of the levee situation in the nation.

COMMON LEVEE CONCERNS



Information that could be used to do harm to a community is restricted to owner/operators, municipal leaders and states/tribes.

WHAT SHOULD STATE AGENCIES & ELECTED OFFICIALS KNOW?

The National Levee Database provides condition and risk information for approximately 2,000 levee systems and approximately 6,000 levee systems of unknown condition and risk information across the nation.

For an understanding of the levee picture in each state, the NLD provides:

- Emergency managers up-to-date, site-specific information to assist with flood fighting & response activities
- Elected officials & agencies a comprehensive overview of the potential performance issues and what is at stake behind levees
- Details for justifying & seeking funding for investment in levee improvements & risk management efforts
- Information to bring state personnel, community leaders and the public together to discuss risk reduction & management efforts
- Awareness of levees & benefits & risks of levees at a state-wide level
- A resource that eliminates the need to develop or maintain a state-level levee database
- Consistent inspection & risk assessment tools for nationwide use

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 11/19/2018
Re: NSCEDC Reimbursement Agreement Addendum

Background: During the Council meeting on 11/5/2018 the Council approved a reimbursement agreement the NSCEDC for the amount of \$344,092.91. This amount would be \$166,000 in land sales from the Southern Triangle the help repay some of the costs involved with the Flynn Phase 2 street project. Also, it included \$178,092.91 in repayment for the City covering the costs of the 2018 mortgage payment to Eugene Flynn. This would be repaid through sales of the land along the new street in Flynn. This was done because the EDA has pushed the timeline out on the project than what was originally projected and the purchase agreements and sales for the land have not gone through yet.

The addendum presented has come about from other new information from the EDA. During the process of applying for the grant from the EDA it was made aware to them in very clear terms there was a mortgage on the land and it was still under Eugene's name. The EDA has now come forward stating they will not move forward with the funding unless the land is in NSCEDC's name free and clear.

To do this NSCEDC is asking for the City to cover the remaining portion of the mortgage owed to Eugene. In the original agreement with Eugene NSCEDC is able to prepay mortgage to get out from under his control at any time with no penalty. The 2019 payment would be another \$176,329.60. This would be paid out of the 211 fund and bring the total for reimbursement from that account to \$520,422.51. To do this, less funds would be spend out of the 211 fund, and more out of the 212, fund for the street improvements being done.

The first mortgage payment is expected to be repaid in the spring of 2019. The other payments are expected to be repaid within 3-4 years as other land is sold.

Financial Consideration: An additional \$176,329.60 from the 211 fund. The 211 fund, as of Dec. 2017, had a balance of \$621,151.90.

Recommendation: Administration would recommend the approval of the addendum for the purposes of moving forward with the Flynn Phase 2 project to allow for the City to get EDA funding.



City Council MEMO

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

To: North Sioux City – City Council
From: Andrew Nilges, NSCEDC Executive Director
Date: 11/19/2018
Re: Addendum to the Flynn Business Park Reimbursement Agreement

Background: Provided is an addendum to the Reimbursement Agreement the Council approved at the November 5th council meeting. An addendum is required due to new information from the Economic Development Administration (EDA) that will require the final two payments to the Flynn family be made as quickly as possible. The EDA informed the NSCEDC that because two payments are still owed to the Flynn family, the City/NSCEDC does not have record ownership according to their guidelines. The remaining two payments was previously disclosed to the EDA so this issue was unexpected. The EDA requires record ownership prior to making reimbursement payments. Basically, until the final two payments are made and record ownership obtained the EDA will withhold funds for the project.

While making both payments now would require additional dollars up front, it would allow us to obtain record ownership of the land, satisfy the EDA's requirements in a timely manner, and eliminate the need to involve the Flynn family in future land sales. The NSCEDC will reimburse the City once the land sales along the new road have been finalized in the spring of 2019. The 2018 payment is \$178,092.91 – the Council previously approved the City making this payment with the NSCEDC reimbursing. The 2019 payment is \$176,329.60 – the 2019 payment is less because, if paid now, there would be no interest paid. The total paid now would be \$354,422.51. The NSCEDC will generate the funds necessary to reimburse once land sales are final.

The NSCEDC has approved and signed both the Reimbursement Agreement and addendum.

Recommendation: Approval of the addendum to the Flynn Business Reimbursement Agreement

ADDENDUM TO REIMBURSEMENT AGREEMENT

This Addendum to Reimbursement Agreement is made and entered into this 9th 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 and NSC entered into a Reimbursement Agreement dated November ____, 2018, a copy of which is attached as Exhibit A and incorporated by reference herein. The parties desire to amend a provision of said Purchase Agreement as set forth herein.

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

- A) Paragraph 1 of the Reimbursement Agreement dated November 9th, 2018, a copy of which is attached hereto as Exhibit A, is replaced in its entirety and amended to read as follows:
1. NSC will agree to make the final two annual Real Estate Contract for Deed payments of One Hundred Seventy-Eight Thousand Ninety-Two and 91/100 Dollars (\$178,092.91) and One Hundred Seventy Six Three Hundred Twenty-Nine and 60/100 (\$176,329.60) respectively, for a total payment of Three Hundred Fifty-Four Thousand Four Hundred Twenty-Two and 51/100 Dollars (\$354,422.51), on November 9th, 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.
- B) Paragraph 3 of the Reimbursement Agreement dated November 9th, 2018, a copy of which is attached hereto as Exhibit A, is deleted in its entirety.
- C) In all other respects the Reimbursement Agreement attached as Exhibit A shall remain in full force and effect.

Dated November 9th, 2018.

[SIGNATURE PAGES TO FOLLOW]

NORTH SIOUX CITY ECONOMIC
DEVELOPMENT CORPORATION

Mike Huber

By: Mike Huber
Its: President

STATE OF SOUTH DAKOTA, COUNTY OF UNION: ss

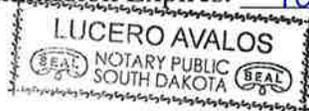
On this, the 9 day of November, 2018, before me, the undersigned officer, personally appeared Mike Huber, who acknowledged himself to be the President of North Sioux City Economic Development Corporation, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument 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.

Juan Avalos

Notary Public

My Commission Expires: 10/23/21



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 November, 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
Reimbursement Agreement

To: North Sioux City, City Council
From: Ted Cherry, City Administrator
Date: 11/19/2018
Re: Splash Pad Discussion

Background: At a previous meeting the Council asked to have information gathered regarding the installation of a splash pad in the community. A number of communities were contacted. Some of the pertinent information is below.

Other communities stated that a recirculating system was the most appropriate option for them because they didn't want to use a fresh water system. The reason for this was because it is wasteful for water. Also the water is colder and they feared people would be less likely to use it. Even with a recirculating system some water will be expended through evaporation and some circulation. Fresh water would be needed to replace the lost water. The amount of water used is dependent on the types of equipment provided. All communities caution that a good plan must be in place for the right features and how to maintain the equipment.

I also spoke with Luke Blais who is a sales lead for Rain Deck Splash Pad systems. The information I gathered from him is below.

For a recirculation system there would need to be a chlorination system put in place. This is a smaller, but similar, system like those put in pools. A dichlorination system is not something he has ever seen put in place. For an area of 1,200 sq feet he stated they would most likely see 5-6 elements. These would be fed by a 1,700-gallon tank. The larger the tank the better, and this size is what he suggested.

They suggest using basic 4-inch concrete pad with a medium brushed surface. Usually they see communities put in 1 large bucket dump system, 4-5 other smaller ground features, and then some ground sprays as well. The large bucket dumps cost approximately \$20,000 and the small ground features range in price from \$4,000 to \$10,000. He stated that with 5-6 features, the pump system, chlorination system, tank, and concrete most communities see the cost come in between \$130,000 and \$150,000. Features could be taken out of that price and added later if budget was a concern.

The Council had concerns regarding the mechanical components. From Luke's information they would include the recirculation pump, a ground feature pump, a sand filter, the chlorination equipment, and an automatic chemical testing/distribution component. These parts would be connected to a central hub that would control the times of day the pad would be available as well setting durations of how long the water would run. The system is easily winterized and most, if not all, of the above ground parts can be removed and stored during the winter season. The season could be April to September in this area.

There were further concerns regarding disease, specifically hand foot and mouth disease, that were brought forward. There have been concerns regarding this from a number of other communities nationwide. Luke stated that is certainly a possibility, but because of the automatic chemical testing/distribution this is few and far between. He stated there were two other ways combat this issue. The first is through very strict rules specifically toward toddlers who are still in diapers. He suggested children that small be required to wear swim diapers, but regulating that can be difficult. Also, a UV filtration system could be added at a cost of approximately \$12,000.

Financial Consideration: None at this time

Recommendation: At this time the information has been provided for discussion. Information does need to be provided to the administration and the Parks Board on how the City Council would like to proceed. If the Council wants to move forward with the project, we would need to know a definitive location on where to proceed. The options that have been suggested at this time are Ferrari Park, Parkside Park, and ground at the Library. Also, it would be suggested that a recirculation system is used if moving forward as a discharge of water in a fresh water system isn't feasible. Lastly, depending on location would the Council want to see restroom facilities explored.

Date	Time	Rev CD	Account #	Name	Payment	Receipt #	Pmt Void Type	Check#
11/13/2018	12:17	PKS	DON	SPLASHPAD DON- LIBERTY BANK SPLASHPAD DONATION	1000.00	24113	CHCK	
9/06/2018	12:05	PKS	DON	CASEY'S GENERAL STORES SPLASHPAD DONATION	250.00	22030	CHCK	
5/04/2018	12:01	PKS	DON	TYSON, PRINCE,, CNOS, PERIODON SPLASHPAD DONATION CENTRAL BANK	4000.00	18074	CHCK	
4/06/2018	10:25	PKS	DON	MITCHELL ELECTRIC SPLASHPAD DONATION	500.00	17175	CHCK	
3/26/2018	13:31	PKS	DON	EDWARD JONES SPLASHPAD DONATION	500.00	16822	CHCK	
3/21/2018	11:28	PKS	DON	FIRST PREMIER BANK SPLASHPAD DONATION	500.00	16728	CHCK	
3/21/2018	11:27	PKS	DON	ALLAN WALL SPLASHPAD DONATION	500.00	16727	CHCK	
2/28/2018	12:10	PKS	DON	SIOUXLAND FED CREDIT UNION SPLASHPAD DONATION	500.00	15987	CHCK	
2/16/2018	14:46	PKS	DON	WHEELDON FOODS SD MCDONALDS SPLASHPAD DONATION	100.00	15808	CHCK	
2/15/2018	11:41	PKS	DON	MCDONALD'S WHEELDON FOODS SPLASHPAD DONATION	300.00	15753	CHCK	
					----- Total:	8150.00		



City Council MEMO

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

To: North Sioux City, City Council
From: Ted Cherry, City Administrator
Date: 11/19/2018
Re: Council Member on Parks Board

Background: There have been some concerns with the Parks Board and making sure the Council is getting proper information. The administration believes it would be a positive to have a Council Member appointed to serve on the board. Tena Carpenter has approached the administration about filling this role.

Also, before the end of the year there will be notifications asking for volunteers from wards 1, 3, and 4 to serve on the Parks Board. Per ordinance there needs to be one representative from each ward appointed by the City Council. We would look to appoint positions at the beginning of 2019

Financial Consideration: None

Recommendation: Administration recommends the approval of the appointment of Tena Carpenter to serve on the Parks Board as the City Council representative.



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: 11/19/2018
Re: JEO Contract – Levee Repair

Background: During Fall 2018 rain events the culver located by Military Road Bridge sustained damage due to rain water flows. The damage to the pipe has created a need to replace this pipe. Originally, Greg Meyer stated he would have time for the repair, but due to scheduling issues he is not available for the work.

JEO was contacted to provide and estimate to do the repair work engineering and project management because they are the firm that has the most knowledge of the levee systems and they are also doing the levee survey for the City for the Corp of Engineers.

The contract would have them provide engineering services and construction management if the project was approved. They have given an estimate of approximately \$300,000 for the construction. Costs associated with this would be used from both the FY2018 and FY2019 budgets.

Financial Consideration: Not to exceed \$42,658 to be paid on an hourly basis.

Recommendation: Administration would recommend approving the contract with JEO for engineering services to replace the culvert through the levee by Military Road Bridge.



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

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

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

Big Sioux River Right Bank Levee – Military Rd. Drainage Structure ("Project").

JEO Project Number: 161479.02

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$42,658.00 (hourly to a maximum)
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner(s):

Engineer: JEO Consulting Group, Inc.

North Sioux City, SD

 _____

By: _____

By: Kevin Kruse _____

Title: _____

Title: Project Manager _____

Date Signed: _____

Date Signed: 11-5-2018 _____

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc. _____

2700 Fletcher Ave, Lincoln, NE _____



**Exhibit "A" – Scope of Services
North Sioux City
Big Sioux River Right Bank Levee
Military Rd Drainage Structure
Replacement
October 19, 2018**

PROJECT UNDERSTANDING:

Following a high-water event in the spring of 2018, a failure was identified in the existing drainage structure just west (downstream) of the Military Rd. bridge. After inspection by City forces it was determined that the existing corrugated metal pipe culvert was significantly rusted out and would need to be replaced.

The following scope of services outlines the professional services anticipated to design a replacement culvert, construction administration services and for limited coordination with the USACE.

Task 1: Project Management

Task 1.1 – Project Management

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

Deliverables

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

Key Assumptions

- The project duration will be approximately 7 months, additional delays outside of JEO's control may require additional fees.

Task 2: Survey Data Collection and Mapping

Task 2.1 – Field Survey

- Perform topographic field survey of the project site to collect key features necessary to design and construct the proposed improvements
- Survey will be limited to a corridor just southwest of Military Rd. approximately 310' long by 100' wide.

- Determination/review of existing right of way and easements
- Utilities shall be located via One-Call services

Deliverables

- Drawing of existing conditions to be utilized as a base drawing for design tasks

Key Assumptions

- At this time additional descriptions for new easements will not be required.
- The City will provide access to locked structures.

Task 3: Design of Improvement

Task 3.1 – Hydrologic and Hydraulic Review

- JEO will complete a preliminary review of the existing drainage areas contributing to the location and make a recommendation on the appropriate culvert size.

Task 3.2 – Geotechnical Review

- JEO will review the site with our geotechnical sub-consultant Terracon for geotechnical recommendations. At this time no borings are anticipated for the site.

Task 3.3 – Design of Improvement

- JEO will develop a preliminary design for the removal and replacement of the culvert pipe, gateway structure and outfall structure.
- JEO will review these plans with the City at a 60% stage during an in-person meeting to review specifically the operation and maintenance of the gateway and to review the types and brands to be incorporated into the final design.
- Following the 60% design review meeting, JEO will develop final plans and specifications as well as contract documents to assist the City bidding the project.

Task 3.4 – Bidding and Letting Services

- JEO will assist the City in advertising of the project.
- JEO will attend a bid opening at the City offices.
- JEO will review the received bids and make a recommendation to the City on selection of a contractor.

Deliverables

- Final plans and specifications

Key Assumptions

- No geotechnical borings will be collected.
- It is anticipated that the existing CMP culvert and gateway structure will be completely removed and replaced with a reinforced concrete pipe as well as a reinforced concrete gateway structure consistent with current USACE applications.
- It is anticipated that the gateway will include a slide gate and that the outlet structure

will include a timber pile structure with a flap gate.

- At this time, it is anticipated that only minimal coordination will be required with the USACE as this is an emergency/Operation & Maintenance activity. Coordination efforts with the USACE are described in later tasks, any re-design efforts required by the USACE may require additional fees.
- At this time, it is anticipated that a temporary ring levee will not be required by the USACE. If a ring levee or other temporary flood control measures are required, additional fees may be necessary.

Task 4: Coordination with the USACE

Task 4.1 – Design Phase Coordination

- JEO will provide approximately 60% design plans to the USACE following review by the City to inform the USACE of the proposed improvements. Based on discussions with USACE staff it is anticipated that review of the improvement will be minimal based on the emergency/Operation & Maintenance need for the project. If additional coordination or design modifications are required by the USACE, additional fees may be required.

Task 4.2 – Post Construction Coordination

- Following the construction of the improvement, JEO will develop an as-built record. This as-built will be provided to the USACE as well as the City for future Operation & Maintenance documentation.

Deliverables

- 60% plan document to be provided to the USACE
- As-Built drawing of improvement to be provided to the USACE

Key Assumptions

- At this time, it is anticipated that only minimal coordination will be required with the USACE as this is an emergency/Operation & Maintenance activity. If additional coordination with the USACE is required, additional fees may be required.

Task 5: Construction Services

Task 5.1 – Construction Staking

- JEO will coordinate with the contractor to stake the limits of the improvement detailed in the construction plans. JEO anticipates construction stakes for the following.
 - Limits of ROW
 - Line and grade of proposed pipe
 - Final grading

Task 5.2 – On-Site Construction Observation

- JEO will provide a Resident Project Representative (RPR) that will observe and document construction progress. RPR will be limited to 40 hrs maximum. Additional effort can be supplied at the request and approval of the City.

Task 5.3 – Construction Administration

- JEO will schedule and facilitate a pre-construction meeting with the contractor and the City to discuss the schedule and process prior to construction beginning.
- JEO will review pay applications prepared and submitted by the contractor and make recommendation to the City.
- JEO will prepare any change orders necessary for construction and review with the City
- JEO will schedule and arrange a final inspection of the project with City staff to review final work and confirm all punch list items have been completed.
- JEO will make a final Recommendation of Acceptance to the City at which time all items are complete.

Deliverables

- Construction Observation Reports
- Recommended Pay Applications and Change Orders

Key Assumptions

- JEO anticipates performing the construction staking in one trip
- JEO anticipates that the contractor will be qualified to perform the work and will proceed in a timely manner. If construction is delayed for reasons outside of JEO’s control, additional fees may be required.
- JEO anticipates attending one (1) City Council meeting to present the final pay application and the Recommendation of Acceptance.

PROPOSED PROJECT SCHEDULE:

Notice to Proceed:	November, 2018
Field Survey Collection	November, 2018
Design	November - December, 2018
Construction	January – March 2019

**Big Sioux River Right Bank Levee Military Rd. Drainage Structure
City of North Sioux City, SD**

JEO Project No. 161479.02



Task	JEO Hours										JEO Fee/Task	
	K. Kruse PM and QC \$205.00	J Miriovsky PE \$155.00	D Stille EIT \$108.00	E. Olson Drafting \$150.00	T. Westfall Drafting \$90.00	Clerical	JEO Survey 2-Person \$220.00					
Task 1 : Project Management												
Project Management	10					6						\$2,560.00
Subtotal	10	0	0	0	0	6	0	0	0	0	0	\$2,560.00
Task 2: Survey Data Collection and Mapping												
Field Survey		4		6			12					\$4,160.00
Subtotal	0	4	0	6	0	0	12	0	0	0	12	\$4,160.00
Task 3: Design of Improvement												
H&H Review		2	6									\$958.00
Geotechnical Review												\$5,500.00
Design of Improvement	8	24	30	20	24							\$13,760.00
Bidding & Letting	2	12				8						\$2,950.00
Subtotal	0	2	6	0	0	0	0	0	0	0	0	\$23,168.00
Task 4: Coordination with USACE												
Design Phase	8	4										\$2,260.00
Post Construction	2	4										\$1,030.00
Subtotal	8	4	0	0	0	0	0	0	0	0	0	\$3,290.00
Task 5: Construction Services												
Construction Staking				2			8					\$2,060.00
RPR			40									\$4,320.00
Construction Administration		20										\$3,100.00
Subtotal	0	0	0	2	0	0	8	0	0	0	8	\$9,480.00
Total JEO Hours	18	10	6	8	0	6	20	6	0	6	20	\$ 42,658.00

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

JEO shall be responsible for their own neglect in the design phase.

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

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

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

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

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

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

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

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

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

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

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

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

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

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

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

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

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



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: 11/15/2018
Re: Transfer Funds

Background: The E911 Fund (214) is not a self-sustaining fund. In the FY 2018 Supplemental Ordinance 2017-06, Council approved financing this fund with a transfer from the General Fund.

Financial Consideration: \$36,000 from Fund 101

Recommendation: Motion to approve the transfer from the 101 to the 214 in the amount of \$36,000.

/srk

NSC Annual Chili Feed

Hosted by the City of North Sioux City

You're invited to our
free chili supper.

Who: Residents of North Sioux

When: Sunday, December 2
4:30 - 6:30 p.m.

Where: Community Center
205 Sodrac Drive

Santa will be joining us from 5-6 pm and door prizes
will be drawn throughout the event.

If you win and you're not present, we'll call you.

You will also have the opportunity to give back to your
community by donating to a local food pantry with non-
perishable, non-expired food items, and cash
donations. Mittens, hats, and coats would also be
greatly appreciated.

We look forward to seeing you.



From: [Bjlohry](#)
To: [Randy Fredericksen](#); dan@danparks.com; [Ted Cherry](#)
Cc: adam.frisch@briarcliff.edu; tjacobs52@gmail.com; vjacobs1414@gmail.com
Subject: October 25, 2018 4 PM
Date: Monday, November 05, 2018 4:16:52 PM

October 25, 2018 4 PM

Parks and Recreation Board

Members in attendance: Tim Jacobs, Adam Frisch, Bonnie Lohry

The Parks and Recreation board observed that North Sioux City council requests that a representative of the board attend the November 19 city council meeting to update the council on the recommendation to install a splash pad. In addition, the council noted that a budget request for the upcoming year has not been made.

Parks and Recreation board consensus with regard to the splash pad is as follows:

Parks and Rec Board has made a suggestion regarding location. A contractor who has installed splash pads in Sioux City gave a preliminary assessment (at no cost to NSC) of the cost for locating a splash pad at Ferrari Park. City council did not agree with the proposed site and discussed alternative locations. No final recommendation has been made by council. No decision was made by council regarding choice between fresh water or recirculated water for the splash pad. No money was budgeted for the parks board to research costs of installation at alternative sites. Since we are a small volunteer board, we do not have the expertise, the resources, nor the authority to respond to the council's requests for costs at alternate locations. An installer/engineer needs to assess the suitability of the various suggested alternate sites. (Reference is 2.16.110 of Chapter 2.16 city ordinances). See April 3, 2018 and August 6, 2018 council minutes and attachments.

Board members also discussed the following:

Regarding budget request, we were given a proposed \$10,000 for 2019 for basic maintenance and yearly needs of the NSC parks, with the understanding that the \$50,000 previously budgeted for the splash pad remains available.

Current board members are all from the same ward and this violates the city ordinance governing the parks and recreation board.

A group of committed volunteers who are supported by city leadership, who share a spirit of community, and who express a variety of interests should guide a parks board. We have given our suggestions for various projects. Some have been brought to completion, while others have not.

General observations of board members:

We exist to provide suggestions for improving our community's parks and recreation opportunities.

Communication between the board and the city council is difficult. City council agenda items (board requests, recommendations) are submitted by the city administrator and this has proven to be problematic. We appear to be given much responsibility but not the authority to make things happen!

Board members would like to get email addresses for all council members so that we can communicate directly with them and they with us.

Meeting closed at 5 PM.

Bonnie Lohry

Addendum November 2, 2018: Bonnie went to city hall to obtain email addresses of all city council members so as to distribute these minutes to each member prior to the city council meeting scheduled for Nov.19. Some council members have no email address that they are willing to make public; therefore, only council members with known addresses will receive these minutes prior to the meeting.

Sent from my iPad

Liberty National Bank Celebrate the Season

Good Friends

Good Cheer

It's that time
of Year!

Join us for Wine, Beer
& Hors d'oeuvres

Thursday, December 6, 2018

Dakota Room

324 Dakota Dunes Blvd.

Dakota Dunes, SD

5:00 P.M. to 7:00 P.M.

Hope to see you there!

