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North Sioux City, South Dakota  
**Regular Meeting of the City Council**  
December 17, 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: December 3, 2018 Regular Meeting
- F. Agenda Items
  - 1. Ordinance 2018-03 – FY2018 Supplemental Budget
  - 2. North Sioux City 2019 Transportation Agreement
  - 3. Sparkle and Shine – Cleaning Provider Contract
  - 4. Gill Hauling – Solid Waste Hauling Contract
  - 5. Resolution 2018-05 – Solid Waste Hauling Fees
  - 6. Dumpster fees and days discussion
  - 7. Resolution 2018-06 – Signatories on Financial Accounts
  - 8. Military Road Bridge Revised Contract
  - 9. Resolution 2018-07 – Partial Ownership of Military Road Bridge
  - 10. Military Road Bridge Bill of Sale
  - 11. Agreement for Reimbursement of Costs with Sioux City
- G. Community and Council Input
- H. Executive Session
  - 1. Personnel
- I. Approval of Bills
- J. Adjournment

**UNAPPROVED**  
**North Sioux City, South Dakota**  
**City Council Regular Meeting Minutes**  
December 3, 2018

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

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 Benson to approve the November 19, 2018 Regular Council Meeting Minutes. All members present voted aye.

Cherry stated there was one change to the agenda that needed to be approved. Adding the November 28, 2018 special meeting minutes for approval.

Motion by Cropley second by Slater add the November 28, 2018 Special Meeting minutes to the agenda. All members present voted aye.

Motion by Cropley second by Carpenter to approve the November 28, 2018 special meeting minutes with the correction of adding the second by Slater to the motion to adjourn the meeting. All members present voted aye.

Cherry presented the Parks Board resignations for the Council's approval. Cropley asked if Ashley Verdoorn was still on the Parks Board. Carpenter spoke with her and she never resigned and she still wants to remain on the board. Parks asked about a contingency plan if there was not a member from each ward. Cherry explained what the process would be. Slater asked about other boards that are related to the City. Slater asked for more communication from the boards moving forward. A semi-annual request was made to have some of the boards present to the Council to address any concerns boards may have moving forward. Names were provided for who serves on the Library Board. Currently there is still workout equipment at the shop to be placed. Cherry will work on getting that placed. New Parks Board representatives will be tasked with working through the splash pad and the workout equipment.

Motion by Cropley second by Berg to accept the parks board members resignations. All members present voted aye.

Fredericksen opened up the discussion on the cleaning bids. Berg made it aware to the Council that because of his spouses' financial interest in one of the bids he would abstain from the conversation and the vote, but he wanted to present to the Council as a community member. Cherry presented the bids information. 3 bids were received from Sparkle and Shine, ServiceMaster, and MB Cleaning. There were some questions on if the bid from Sparkle and Shine was filled out correctly because it was not given on a per cleaning basis.

Doug Berg, as a community member, presented information regarding the MB Cleaning bid. They are the current supplier of the cleaning and has been since 2015. MB Cleaning won the bids previously with the exact same pricing as previous years. Also, MB Cleaning is always reliable and reasonable on the scheduled cleanings. She does extra work at no extra costs. Said the departments are all trustworthy of her. He stated the lowest bid is not always the best option for the City.

Carpenter asked about the insurance requirements and it was affirmed MB Cleaning did provide the requirements. The Bid RFQ was pulled up for the Council to go over. Cropley asked about the monthly vs. bi-weekly. Cherry stated he did not have that information, but he did clarify information in the bid. Fredericksen

asked if the bid was what was asked for, and was told there was no per cleaning amount given to the city. MB Cleaning did provide the per cleaning basis cost.

Jesse provided information about SD bid laws. What needs to be taken into consideration is the lowest responsible and the lowest responsive amounts. There is discretion based on the most responsible contractor.

Cherry gave information regarding how much as been spent year to day. Benson asked if they were currently providing supplies, they are not currently. Slater asked about the references for Sparkle and Shine, Cherry stated they were positive. Cropley stated the size of the other areas cleaned were smaller than what the City has. Berg stated that all of MB Cleaning employees have completed a criminal background check. Parks stated he would want to take this at face value and take out any personal relationships. Slater asked about contract length. Cherry stated the bid documents asked for a 3-year contract. Jesse informed the council there would be language included in the contract that would allow for the City to terminate the contract if there was an issue. Slater asked about the discrepancies in the bid. Cropley stated it was approximately an \$11,000 difference over the 3-year period of time between MB Cleaning and Sparkle and Shine. Slater stated it is a significant difference in cost. Cherry asked if there was other information the Council would like to be provided. Carpenter asked about extra items without charge, Cherry showed them the specs that were given to the bidders.

Motion by Parks, second by Slater to accept Sparkle and Shine's bid proposal for cleaning services contingent upon the insurance and the background check for all employees. All members voted aye. Berg abstained.

Cherry presented information regarding the bids received for trash hauling services. One bid was received from Gill Hauling. Gill Hauling is our current provider. Rates are increasing and a resolution would be presented to the Council at the next meeting for approval. Parks asked why only one bid was received. Other bidders did not provide bids.

Motion by Cropley second by Slater to approve the bid from Gill Hauling for trash hauling services in North Sioux City. All members present voted Aye.

Cherry presented information regarding the E911 fund to cover the costs to Woodbury County dispatch. All of the funding comes from telephone charges and this half comes from the general fund.

Motion by Benson second by Green to approve the transfer of \$36,000 from the 101 General Fund to the 214 911 Fund. All members present voted aye.

Ordinance 2018-03 was presented by Cherry. This is a yearly ordinance passed to supplement the budget passed in September 2017. There were some expenses that needed to be covered. The payments to Eugene Flynn had been made aware to the Council in the past. Cropley asked what the \$10,000 was for and that was for advertising expenses of tourism ads that ran during the summer months. Cropley stated it needed to be a 03 at the top or the ordinance. The supplemental budget was explained to the new council members. Cherry stated we are ahead on sales tax revenues projections for FY2018.

Motion by Cropley second by Carpenter to approve the first reading of Ordinance 2018-03. All members present voted aye.

Community/council input:

- 1) Fredericksen asked that people be aware not to blow snow into the streets and to move their cars during snow events. Police will work on this during the coming storms.
- 2) Cropley stated the staff at City Hall did a nice job at the Chili Feed
- 3) Employee dinner this Thursday at 4:00pm
- 4) Cookie decorating at library on Dec. 13<sup>th</sup> from 10am-7pm
- 5) Sioux City City Council deferred the decision until February 4<sup>th</sup> on the sewer agreement
- 6) Military Road Bridge bid amounts came in high at 17.75% higher than engineers estimate. Cherry will work with state DOT on the agreement.

- 7) Green asked about Cotts Drive and if the new owners of the trailer court should take that over. It is not possible to abandon a street without approval of the land owners. Staff will work with new owners to see if this is something that might be able to happen.

Motion by Parks second by Cropley to enter Executive Session at 8:03 p.m. in accordance with SDCL 1-25-2 (sections 1 and 4) to discuss Personnel matters. All members present voted aye.

Regular session resumed at 8:16 p.m. Roll was taken, all were present.

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

BOMGAARS	281.04	BATTERY, GLOVES (6), TAPE
CENTER POINT LGE PRINT	137.82	BOOKS (6)
CHERRY, TED	73.50	MLG REIMB-MTGS (5)
COLONIAL LIFE	176.50	NOV2018 PREM 11/09, 11/23
THOMPSON INNOVATION	1880.00	NOV2018 TECH SUPP, CNECT LPTP-PTRL CAR
FARMER BROS. CO.	46.63	SR CNTR-COFFEE (1 CS)
GRAHAM TIRE CO.	612.28	UNIT 1-TIRES (4), BLNC
HAWKINS, INC	1189.05	CHLORINE (10)
HYDRAULIC SALES & SVC	617.64	HYDRAULIC FLUIDS (25 GAL)
INGRAM LIB SVCS	404.59	BOOKS (26), DVD
JACK'S UNIFORMS & EQUIP	263.85	CLOTHING ALLOWANCE
JEO CONSULTING GROUP	6430.24	05-79-05890 FLYNN/ENGINEERING
K & P SERVICES, INC	159.42	NOV2018 PARKS TOILET RNTLS
KALINS INDOOR COMFORT	274.09	LIB-LEAK ON FURNACE EXHAUST
LESSMAN ELECTRIC SUPP CO.	47.50	CENTENNIAL PARK LIGHTS
MB CLNG	1680.00	NOV2018 CLNG
MIDAMERICAN ENERGY	27.81	114 MAIN-UTLTY CHGS
MIDWEST TAPE	36.20	DVD'S (2)
MIDWEST WHEEL	38.14	MUD FLAPPS-PLOW TK
MOBILE AUTOGLASS SLTNS LLC	147.00	TIGER MWR WINDOW REP
OFFICE SYSTEMS CO	203.73	DEC2018 COPY & LEASE EXP
ONE OFFICE SLTN	167.12	PD-FOLDERS (3 BX), PADS (1 BX)
PRESTO-X CO	226.00	NOV2018 PEST CNTRL
PRINCIPAL LIFE INSUR CO	2225.59	DEC2018 LIFE & DTL PREM
SD DEPT OF HEALTH	227.00	10/18/18-11/13/18 BOD, SOLIDS
SENSAPHONE, INC.	480.00	REMOTE MNTRNG SYSTEM 1 YR-
STOREY KENWORTHY	76.26	NAME BADGE (4)
USABUEBOOK	1196.42	GLOVES (20 BX),ROTO FLOAT (6)
VERIZON WIRELESS	744.96	NOV2018 CELL CHGS

Motion by Parks second by Cropley to adjourn at 8:16 p.m. All members present voted aye.

**Approved**

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**Randy Fredericksen, Mayor**

**Attested**

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**Ted Cherry, City Administrator**



## 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: 12/17/2018  
Re: Ordinance 2018-03 – Supplemental Budget Appropriation 2<sup>nd</sup> Reading

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**Background:** Each year the Council is responsible for passing a supplemental budget before the end of the fiscal year if there are revenues or expenses that were unforeseen. The council approved the first reading of the ordinance on 12.3.2018

From the general fund there is a small amount of appropriations that need to be moved around. There were needs for dues, supplies, smaller expenses. For capital projects the Westshore project needed a small additional funding resource. The 3<sup>rd</sup> penny fund is the largest supplement. The payment to Eugene Flynn the Council previously approved needed to be put in the budget, this payment is in the batch this week.

A transfer of funds also needs to be made to the E911 remittance as it is not a self-sustaining fund.

**Financial Consideration:** Changes to the FY2018 fiscal year budget as listed in the ordinance.

**Recommendation:** Administration recommends the approval of Ordinance 2018-03 Supplemental Appropriations.

ORDINANCE NO. 2018-0??  
Supplemental Appropriations Ordinance

Be it ordained by the City of North Sioux City that the following sums are supplementally appropriated to meet the obligation of the municipality.

				GENERAL FUND 101	CAPITAL PROJECTS 520	3RD PENNY FUNC 211	2ND PENNY FUND 212
<b>APPROPRIATION-EXPENSES</b>							
101	4111	4223	dues	\$ 7,000.00			
101	4413	4121	OASI	\$ 100.00			
101	4520	4260	supplies	\$ 3,900.00			
101	4550	4221	Summer Reading	\$ 200.00			
101	4550	4220	Professional Svcs	\$ 325.97			
101	4550	4290	Other Expenses	\$ 500.00			
520	4630	4330	Capital		\$ 5,000.00		
211	4650	4260	Supplies			636.76	
211	4650	4292	Promoting NSC			10,000.00	
211	4660	4310	Land			354,522.51	
214	4210	4225	Dispatch	\$ 36,000.00			
<b>TOTAL APPROPRIATIONS</b>				<u>\$ 48,025.97</u>	<u>\$ 5,000.00</u>	<u>\$ 365,159.27</u>	<u>\$ -</u>
<b>SOURCE OF FUNDING</b>							
101	3100	31301	Gen Sales & Use Tax	\$ 48,025.97	\$ 5,000.00		
212			Unallocated Funds			365,159.51	
<b>TOTAL FUNDING</b>				<u>\$ 48,025.97</u>	<u>\$ 5,000.00</u>	<u>\$ 365,159.51</u>	<u>\$ -</u>

Dated this 17th day of December 2018

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

Attested:

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Ted Cherry, City Administrator

First Reading: 12/3/2018  
Second Reading: 12/17/2018  
Publication Date: 12/27/2018



# 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: 12/17/2018  
Re: 2019 Transportation Agreement

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**Background:** Sioux City Transit has provided the 2019 Transportation Agreement for the City. The agreement extends the services of Sioux City Transit for 1 year to continue running bus routes through town. In 2018 11,077 rides were provided to citizens. The business community relies heavily on this service.

The agreement is for \$24,590.00 which is an increase of \$716 for FY2018. The agreement also takes into account the time Military Road Bridge will be down. During that time services will continue, but an increased expense of approximately \$4,000 per month would be added. The cost of the additional service is figured into the contract with the SD DOT. We estimated approximately \$20,000 in additional costs.

All costs were budgeted in FY2019

**Financial Consideration:** \$24,590 to be paid immediately with the possibility of an addition \$20,000 depending on Military Road Bridge timelines.

**Recommendation:** Administration recommends the approval of the 2019 Transportation Agreement with Sioux City Transit.

CONTRACT FOR TRANSPORTATION SERVICES  
BETWEEN CITY OF NORTH SIOUX CITY, SOUTH DAKOTA  
AND CITY OF SIOUX CITY, IOWA

This Agreement, made this \_\_\_\_ day of \_\_\_\_, 2018 is by and between the City of Sioux City, operating a municipal Transit System (hereinafter "Carrier") and the City of North Sioux City, South Dakota.

WITNESSETH:

1. Carrier agrees to provide public transportation to the residents of North Sioux City, South Dakota in the form of motor bus transportation service, to, from, and within North Sioux City, South Dakota, for a period of one (1) year, commencing on the 1st day of January, 2019 and ending on the 31st day of December, 2019 unless terminated prior thereto pursuant to Part No. 7 hereof.
2. In providing public transportation services to the residents of North Sioux City, South Dakota, Carrier agrees to provide bus service in accordance with the attached schedule and route map (Attachment 1). Revisions of this schedule or service may be made; however, upon the mutual written agreement between the City of North Sioux City and the Carrier. The City of North Sioux City shall not unreasonably withhold its consent.
3. Carrier further agrees (a) to maintain all transit service related records necessary for the City of North Sioux City to fulfill contractual agreements and to maintain these records in a form acceptable to the City of North Sioux City; (b) to submit reports as required by the City of North Sioux City; and (c) to allow the City of North Sioux City or their agent to audit (1) equipment used to provide service, and (2) records of the service provided, to residents of North Sioux City, South Dakota.
4. Hold Harmless. Carrier agrees to hold harmless and indemnify the City of North Sioux City, South Dakota from and against any and all losses or liability incurred by the Carrier or the City of North Sioux City, South Dakota on account of the provision of public transportation services pursuant to this Agreement, save for those losses occasioned by acts of negligence committed or suffered to occur by the City of North Sioux City which proximately result in injury to Carrier's employees and/or property, passengers on Carrier's buses, or third parties.

5. Fares and Subsidies. The parties hereto mutually agree to the following fares per passenger ride originating and/or terminating in North Sioux City. Effective July 1, 2010:

Cash Fare	\$ 1.80
Adult Monthly Ticket	\$48.00
Weekly Ticket	\$18.00
Tokens (20 per roll)	\$31.00
Student 10 - Ride Punch Ticket	\$15.50
Student / Youth Cash Fare	\$ 1.55
Under 5 (Accompanied by Adult)	Free
Transfers	Free
* Disabled/Senior Monthly Ticket	\$42.00
* Senior Citizen/Disabled 10-Ride Punch Ticket	\$ 9.00
* Cash Fare for Disabled and Senior Citizen	\$ .90

\* Restricted to Persons with Disabilities and Senior Citizens 62 or older  
 Paratransit Fare \$3.60 \*\*

\*\* FTA allowable Paratransit Fare is no more than two times the regular fixed route cost \$1.80 X 2 = \$3.60. The Paratransit demand response service for the period of this agreement is through a third-party carrier agreement with Siouxland Regional Transit System (SRTS). The SRTS price is currently \$25.50 per ride effective July 1, 2018. A three-year SRTS Contract commenced July 1, 2017.

Recognizing that passenger fares will not generate sufficient revenues to pay for the provision of public transportation services to the residents of North Sioux City, South Dakota, and as further consideration for the provision of said service, the City of North Sioux City hereby agrees to compensate Carrier in the amount of \$24,590.00 annually, payable to Carrier in January 2019. The City of North Sioux City further agrees to pay \$2.21/mile for the additional route miles driven due to the bridge closure and related construction. This amount will be calculated and billed monthly and due by the 1<sup>st</sup> of the following month. The extended route miles are estimated to be an additional 70 miles per day (70/day x \$2.21/mile X 25 days service/month = approximately \$4,000 / month) due to the detour.

6. Conflict of Interest. The parties mutually agree to avoid conflicts of interest in the negotiation of this Agreement, in the performance of this Agreement and in the provision of said public transportation service, in the payment of the local subsidy, and in the application for and payment of the state matching funds subsidy.

7. Amendment, Renewal, Termination, and Interpretation. The parties hereto mutually agree that this Agreement is amendable at any time, and renewable annually, only upon the mutual consent of the parties, and is terminable by either party upon the mutual consent of the parties, and is terminable by either party upon ninety (90) days written notice of termination.

The parties mutually agree that this agreement shall be governed by the Laws of the State of Iowa in the determination of its validity, construction, interpretation and effect; and that as to the determination of these matters between the parties, resort shall be had to Woodbury County District Court.

8. It is the intent of the parties that nothing in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Carrier or the City of North Sioux City, South Dakota.

CITY OF SIOUX CITY, IOWA

CITY OF NORTH SIOUX CITY, SOUTH  
DAKOTA

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Title

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Title

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Date

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Date



## City Council MEMO

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

To: North Sioux City, City Council  
From: Ted Cherry, City Administrator  
Date: 12/17/2018  
Re: Cleaning Contract – Sparkle and Shine

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**Background:** During the 12/3/2018 Council meeting the Council accepted the bid with Sparkle and Shine to provide cleaning services for all the city buildings. A contract has been put together for the services on a per cleaning basis, the insurance information has been provided, and the background checks have been done on the employees that would be cleaning the City buildings.

**Financial Consideration:** \$17,415 in 2019, \$17,901.48 in 2020, and \$18,438.48 in 2021

**Recommendation:** Administration would recommend the approval of the contract with Sparkle and Shine for City buildings cleaning.

## CLEANING CONTRACT

THIS CLEANING CONTRACT (“**Contract**”) is made and entered into this \_\_\_\_ day of December, 2018, by and between the CITY OF NORTH SIOUX CITY (“**NSC**”), a South Dakota municipality, whose address is 504 River Drive, North Sioux City, South Dakota 57049, and Sparkle & Shine Cleaning Services (“**Contractor**”), a South Dakota sole proprietorship, whose address is 212 E. Sawgrass Trail, Dakota Dunes, SD 57049.

### RECITALS:

WHEREAS, NSC requires certain Cleaning Services (as defined on Exhibit A) to be performed, and

WHEREAS, Contractor is willing to provide such Cleaning Services upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. CONTRACT DOCUMENTS. The “**Contract Documents**” include this Cleaning Contract, and the specifications attached hereto as Exhibit A. The intent of these documents is to include all supervision, labor, equipment, supplies, work and services of every kind necessary for the proper execution of the Cleaning Services, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
2. DESCRIPTION OF CLEANING SERVICES. The specific work to be performed pursuant to this Contract is set forth on the attached Exhibit A (the “**Cleaning Services**”). Time is of the essence with respect to Contractor’s performance of its obligations under this Contract. Contractor shall promptly commence performance of the Cleaning Services upon execution of the Contract and promptly complete the Cleaning Services. The Contractor shall comply with all NSC security policies and procedures as they pertain to premises where Cleaning Services is performed. In the event the Cleaning Services cannot be performed safely, Contractor will notify the NSC and cease such affected Cleaning Services until arrangements are made to prevent a serious accident. At any time during the course of the Cleaning Services, NSC may reject Cleaning Services which, in NSC’s opinion, fails to conform to the Contract; and Contractor, at its sole cost and expense, shall at NSC’s option promptly replace or re-execute the Cleaning Services to conform to the requirements of this Contract and remove from the site all Cleaning Services rejected by the NSC.
3. INDEPENDENT CONTRACTOR. Contractor shall undertake the Cleaning Services under this Contract as an independent contractor, at Contractor’s sole risk, and shall employ all persons performing Cleaning Services under the Contract, such persons to be Contractor’s sole employees and subject to Contractor’s direction and control and not the employees of NSC or subject to NSC’s direction and control. Contractor is to determine the manner and method in which the Cleaning Services shall be performed by it to attain the results required by the Contract, and NSC’s general right of supervision of the Cleaning Services shall not make the Contractor or its agents and employees the agents or employees of the NSC.
4. EQUIPMENT, MATERIALS, EMPLOYEES. Contractor shall provide and pay for all materials, labor, supplies, and other items necessary to complete the Cleaning Services.
5. COMPENSATION. As full consideration for the satisfactory performance of Contractor’s obligations under this Contract, the Contractor shall be entitled to the compensation stated in the Exhibit A attached hereto. Upon completion of the Cleaning Services, the Contractor shall submit to NSC a detailed invoice for payment, including any necessary documentation for reimbursable expenses.

The price(s) stated in the Contract Documents shall include all costs and should be itemized as a separate item, all state and taxes or fees, if any, which may be lawfully assessed against the NSC or the Contractor. NSC shall pay to the Contractor the undisputed invoiced amount within thirty (30) days from receipt of an approved invoice. NSC may (without limiting its other rights and remedies) offset or withhold from any such payment amounts owing from Contractor to NSC hereunder.

6. WORKMANSHIP. Contractor agrees to perform the Cleaning Services and complete the same in a workmanlike

manner.

7. EMPLOYEES. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The NSC shall have the unilateral right to notify the Contractor of any person on the Cleaning Services who is, in the NSC's opinion, unsatisfactory. The Contractor shall immediately remove such persons from the Cleaning Services and shall not re-employ them on the Cleaning Services. Further, all of Contractor's employees must obtain and pass a background check in order to provide Cleaning Services for NSC.

8. COMPLIANCE WITH LAWS AND INCIDENT REPORTING. The Contractor shall comply with all laws including federal, state, local laws, rules, orders, codes, standards and regulations, and shall indemnify and hold harmless NSC from any violation thereof by Contractor or any subcontractor. Contractor shall be responsible for procuring permits, certificates and licenses required for the Cleaning Services, if any. Contractor shall report within 24 hours any accidents and/or occupational injuries or vehicle accidents that occur to any of Contractor's employees while engaged in projects specific to the NSC.

9. LIABILITY AND INDEMNIFICATION.

Protection of Property and Persons. Contractor agrees to defend, indemnify and hold NSC harmless from and against all damages, claims, loss or liability on account of damage to property, bodily injury or death, or personal injury of any person(s) caused by an occurrence arising out of Contractor's presence or performance of the Cleaning Services. Additionally, any injury or death or property damage sustained on the premises of NSC by Contractor or by an employee or representative of Contractor, or by his subcontractor, or by any employee or representative of his subcontractor, or by any other person whose presence or the presence of whose property on NSC's premises is due to Contractor's or his subcontractor's invitation, license or procurement shall be deemed conclusively to have arisen out of Contractor's performance of the Cleaning Services, and Contractor shall be obligated to defend and indemnify NSC against liability, except that the foregoing indemnification provision shall not cover the sole negligence of the NSC, its agents, representatives and employees.

Contractor shall at all times during the performance of the Cleaning Services exercise due diligence to protect the property of the NSC, from damage and to prevent interference with or interruption of operations, by the NSC. The Contractor shall reimburse the NSC for all damages, either immediate or consequential, sustained by the NSC or by any of the NSC's property at the site of the Cleaning Services being performed under the Contract, or in any manner affected by the prosecution of the Cleaning Services, caused by any act or omission (whether tortious or not) of the Contractor, of any subcontractor, or of any of their agents, representatives or employees. Any property so damaged shall be repaired or replaced at the Contractor's expense in a condition equal to that existing immediately prior to the damage and to NSC's satisfaction.

In the event of any claim, legal action or suit against any person or entity indemnified under this Section 8 by an employee, agent or representative of the Contractor, a subcontractor, their employees, agents, representatives or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the Contractor indemnification obligations under this Section 8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

10. INSURANCE.

Prior to the start of the Cleaning Services, and at all times during the performance of the Cleaning Services and the term of this Contract, the Contractor shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the NSC, such insurance as will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The NSC intends that this Contract shall also be one of indemnity, and that such indemnification shall be covered by insurance. For the further protection of the Contractor and the NSC, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with the Cleaning Services and this Contract with minimum coverages and limits as set forth below:

Liability insurance naming NSC as an additional insured in a minimum amount of One Million Dollars (\$1,000,000.00) combined single limits.

11. TERM AND TERMINATION OF CONTRACT. Pursuant to Exhibit A, the term of this Contract shall be three (3) years. However, should Contractor neglect to perform the Cleaning Services properly or fail to perform any provision of the Contract, NSC, after five (5) days' written notice to Contractor, may, without prejudice to any other remedy NSC may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor or, at NSC's option, may notify Contractor and immediately terminate the Contract and finish the Cleaning Services by such means as NSC sees fit, and if the expense of finishing the Cleaning Services exceeds the unpaid balance of the contract price, Contractor shall pay the difference to NSC.

12. SEVERABILITY AND GOVERNING LAW. Each of the provisions of this Contract shall be enforceable independently of any other provision of this Contract and independent of any other claim or cause of action. In the event of any dispute arising under this Contract, it is agreed between the parties that the law of the State of South Dakota will be given the interpretation, validity and effect of this Contract without regard to the place of execution or place of performance thereof.

13. ASSIGNMENT AND BENEFIT. Neither the Contract nor any interest therein nor any claim arising therefrom shall be assigned by Contractor to any person, firm or corporation without the written consent of NSC. Notwithstanding any other terms or provisions to the contrary, no provision of this Contract shall be construed to limit NSC's authority or right to assign all of its authority, rights or obligations under this Contract to any corporation or any other business entity which is the result of or the survivor of a merger, consolidation or other business combination to which NSC is a party. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the NSC and Contractor.

14. ENTIRE CONTRACT. The provisions contained in this Contract constitute the entire agreement between the Contractor and the NSC. It is understood and agreed between the parties that during the term this Contract is in effect NSC is not bound by any representation, statements, terms, understandings or agreements that are not specifically set forth within this Contract. This Contract shall be effective and binding when executed by a duly authorized representative of both parties.

15. SURVIVAL. Termination of this Contract by either party for any reason whatsoever shall not affect any obligation of the Parties with respect to Cleaning Services or maintenance performed prior to such termination or the indemnity, confidentiality or insurance provisions contained herein.

16. NOTICES. Any notice by either party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative. The parties' addresses for purposes of notice shall be as set forth in the first paragraph above.

17. EXECUTION AND COUNTERPARTS. This Contract may be executed by the parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]

CITY OF NORTH SIOUX CITY

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
Randy Fredericksen

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

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

Title: Mayor

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

ATTEST

\_\_\_\_\_  
\_\_\_\_\_  
Finance Officer

**Exhibit A**  
**Bid & Specifications**

Building	Monthly	Yearly	Per Cleaning
Library	\$ 268.75	\$ 3,225.00	\$ 62.02
City Hall	\$ 645.00	\$ 7,740.00	\$ 74.42
Police Stat	\$ 430.00	\$ 5,160.00	\$ 49.62
Senior Cen	\$ 107.50	\$ 1,290.00	\$ 49.62



**Sparkle & Shine Cleaning Services**  
**Sara Weber**  
**605.321.3867**

Mr. Cherry:

Enclosed is my bid for the janitorial services for the four City of North Sioux City buildings.  
Thank you for the opportunity!

My business, Sparkle & Shine Cleaning Services has more than 50 residential clients and 4 commercial clients. We would love to provide services for the City as well.

Please let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Sara C. Weber". The signature is written in a cursive, flowing style.

Sara Weber  
605-321-3867

**Sparkle & Shine Cleaning Services**

212 E. Sawgrass Trail  
Dakota Dunes, SD 57049  
605.321.3867  
sschlumpweber@gmail.com



**ADDRESS**  
Ted Cherry  
City of North Sioux City  
504 River Dr.  
North Sioux City, SD 57049  
United States

**SHIP TO**  
Ted Cherry  
City of North Sioux City  
504 River Dr.  
North Sioux City, SD 57049  
United States

<b>ESTIMATE #</b>	<b>DATE</b>
1005	11/06/2018

<b>DATE</b>	<b>ACTIVITY</b>	<b>AMOUNT</b>
11/06/2018	<b>Janitorial Service</b> Cleaning of NSC Library (2.5 hours x 1 day per week)	268.75
11/06/2018	<b>Janitorial Service</b> Cleaning of NSC Police Station (2 hours x 2 days per week)	430.00
11/06/2018	<b>Janitorial Service</b> Cleaning of NSC Senior Center (1 hour x 1 day every other week)	107.50
01/01/2019	<b>Janitorial Service</b> Cleaning of NSC City Hall (3 hours x 2 days per week)	645.00

# Sparkle & Shine Cleaning Service

Sara Weber  
 212 E. Sawgrass Trail  
 Dakota Dunes, SD  
 57049

2018 Cleaning Bid	
City Building	Bid Amount
Library	268.75
City Hall	645.00
Police Station	430.00
Senior Center	107.50
Total	1451.25 per month

This bid does not include sales tax.

Bid increases over the next 3 days:

2019 cost	\$1451.25	} 3% increase each year
2020 cost	\$1491.79	
2021 cost	\$1536.54	



# 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: 12/17/18  
 Re: Gill Hauling Contract, Resolution 2018-05, and Dumpster fees/days

**Background:** The contract presented is the same language used in the previous contract for trash hauling services. The bid for trash hauling services was approved at the previous meeting of the City Council. The hauler will be Gill Hauling.

Resolution 2018-05 provides the costs for citizens that would be figured into the next bills sent in January. The cost includes a 12% administrative fee added to the cost provided by Gill Hauling. This is an increase from the 10% that is currently charged. The 12% fee will help with making the Solid Waste Fund solvent without having to make transfers from the General Fund. Each enterprise account should be solvent to pay for the services provided to the account. Below is a breakdown of the changes in costs.

Unit	Current Charge	New Charge	Change in Charge
Residential	\$12.65	\$17.92	\$5.27
Senior	\$10.25	\$12.88	\$2.63
Additional Cart	\$2.00	\$3.92	\$1.92

Additionally the Administration would like to change the days the shop is open for dumpster dumping. This topic was previously discussed during the 6/4/2018 Council meeting and it was asked to wait on the discussion until after budgets were done and a new contract was ready to put in place. Currently the City Shop is open Tuesday, Thursday, and Saturday for 4 hours each day. The proposal would be decrease the dumpster times in November, December, January, and February to only be open on Saturdays. Other months to be open on Thursdays and Saturdays. Also to increase the cost of loads to \$8, \$20, and \$35 respectively for small, medium, and large dump loads. These changes would save the city approximately \$5,200 with an additional revenue of \$1,400.

At the end of FY2017 the fund had an operating loss of \$25,659.84 with a reserve of \$5,725.71. We expect to recognize a similar loss in FY2018. A transfer of funds is scheduled in FY2019 to cover the FY2018 Loss as well as expected losses in FY2019.

Previous information from the 6/4/2018 meeting has also been provided.

**Financial Consideration:** The cost of the Gill Hauling contract, the resolution increase to fees, and the possible changes to charges for the dumpster

**Recommendation:** Administration would recommend the approval of the Gill Hauling Contract.

Administration would recommend the approval of Resolution 2018-05

Administration would recommend the change in days and costs for the dumpster

## GARBAGE AND REFUSE PICKUP CONTRACT

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January, 2019, by and between the CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, hereinafter referred to as the City, and GILL HAULING, INC., hereinafter referred to as Gill.

WHEREAS, the City is desirous of continuing for the benefit of its citizens and in accordance with the provisions of South Dakota law and established regulatory agencies, a garbage and refuse pickup service, under the direct control of an independent contractor, and

WHEREAS, Gill is desirous of acting as said independent contractor in the establishment and operation of said garbage and refuse pickup service under said provisions,

### WITNESSETH:

That for in consideration of the sum set forth below, to be paid by the City to Gill as set forth herein, and in further consideration of the terms and conditions hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

### DEFINITIONS

For purposes of this contract the following terms are defined:

**GARBAGE:** Every waste accumulation of animal, fruit, vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, or vegetable and including tin cans and similar food containers. Dead animals are not included in this term.

**REFUSE:** All combustible inorganic waste materials and rubbish, such as paper, sweepings, rags, and similar materials originating from ordinary household, business or manufacturing operations. Ashes and cinders are not included in this term.

**YARD WASTE:** All waste of a vegetable origin including leaves, garden brush or debris, trees, limbs, or bushes. Lawn clippings are included in this term.

Items banned from the landfill will not be picked up.

GARBAGE CART: A water-tight 96 gallon plastic container with lid and wheels provided and owned by Gill with serial number for tracing purposes.

RECYCLING CART: A 65 gallon pink recycling cart will be provided and owned by Gill.

HOUSEHOLD: Any premises with two or less dwelling units. Any dwelling more than two units are considered commercial and must have their own garbage contract.

COMMERCIAL: All establishments where retail, wholesale or manufacturing business is conducted and all remaining premises not defined in "household" above.

#### GARBAGE, REFUSE, AND CURBSIDE RECYCLING

Gill shall operate a garbage, refuse, and curbside recycling service within the corporate limits of the City of North Sioux City, South Dakota, under the following terms and conditions:

- (a) All garbage, refuse and recyclables will be collected once a week on a date to be agreed upon between the parties hereto, and be placed at the curb by 5:00 A.M. from each household in said City, and will be disposed of at the licensed landfill in Jackson, Nebraska, under the operation of L.P.Gill, Inc.
- (b) All recyclables must be clean and the paper and cardboard must be broken down and tied into bundles no higher than 12 inches tall and 24 inches wide. The contractor reserves the right to accept or reject recyclables of individual residents if they are unacceptable or pose a risk of contamination to other recyclables. The contractor may also reject any other recyclables, subject to notification to the city, that are not recyclable due to no market for the recycling.
- (c) Should garbage pickup day fall directly on the holidays of July 4<sup>th</sup>, Labor day, Thanksgiving, Christmas, and New Years day, the parties shall mutually agree on an alternate day for the collection which falls on said holidays.
- (d) Said collection will be made in front of each household on days mutually agreed upon between both parties, and will include only those bagged

materials placed within the garbage cart provided by Gill. The contractor reserves the right to accept or reject any garbage container other than the container provided by contractor. Contract includes timely pickup of Christmas trees.

- (e) All tree limbs must be cut in 4 feet lengths and tied in bundles. The limbs shall not be no bigger than 2 inches in diameter.
- (f) Weekly collections as contemplated above will be made from municipally owned premises at no additional charge, e.g. City Hall, library, park, ball diamond, churches, etc. as required.
- (g) Collection as contemplated above shall be offered to all commercial establishments for such compensation as may be agreed upon between Gill and such establishment.
- (h) Said collection shall be made, so far as possible, through the use of “packer-type” vehicles which include mechanical devices for packing or compressing garbage and refuse and which shall be leak proof. All equipment, tools, power, and labor shall be furnished as are necessary to assure collection as set forth above.
- (i) Valid insurance as set forth following will be kept in force by the second party at all times:
  - (1) Workmen’s Compensation - Statutory
  - (2) Public Liability with minimum coverage limits of \$1,000,000 each occurrence and \$1,000,000 aggregate.
  - (3) Motor vehicle Bodily Injury Liability and Property Damage Liability combined limits of \$1,000,000 each occurrence.
  - (4) An umbrella Policy of \$5,000,000.00.

#### CONSIDERATION

- (a) The consideration (sum) to be paid hereunder shall be \$11.50 per month per customer for the 35 gallon cart senior citizen rate and \$16.00 per month per customer for the 96 gallon cart. Which includes any cost for garbage carts and

landfill fees. (Above consideration is on a monthly basis.) This consideration shall remain this amount for the time period of two (2) full years which at the end of said time the consideration (sum) shall increase by 2% the start of the third year and every year after that.

- (b) Gill will provide roll-off containers to be kept at the city maintenance shed year round and during cleanups at the cost of \$80.00 delivery fee, \$175.00 per load and \$39.00 per ton.
- (c) Payment of the consideration set forth above shall be in monthly sums, which shall be due and payable on or before the 15<sup>th</sup> day of the month during which this contract is in force. Payment for the use of the site selected by Gill will be made by the contractor within 10 days after payment to the contractor by the City.
- (d) The consideration as set forth above shall be reviewable at 90-day intervals by the parties hereto, and may be increased or decreased in accordance with the addition or deletion of the utility billings which include cost of garbage and refuse pickup.

#### ADDITIONAL PROVISIONS

- (a) Contractor shall not enter into any subcontracts, leases, agreements, or assignment of or pertaining to the services required under this agreement, without prior written approval of the city.
  - 1) Contractor shall remain the responsible party for complying with all of the requirements of this agreement regardless of any subcontractor work.
  - 2) There shall be no change of compensation under this agreement because of any work done by a subcontractor
- (a) Contractor will send a list of all subcontractors working on this agreement to the city, and the contractor agrees to terminate the services of any subcontractor upon the request by City if the subcontractor fails to fully comply with the terms of this agreement. In the event that Gill should fail to perform under any term or condition of this contract then the City may so





**RESOLUTION 2018-05**  
**A RESOLUTION SETTING THE FEE FOR SOLID WASTE HAULING FOR MUNICIPAL CUSTOMERS**

RESOLUTION OF THE CITY COUNCIL OF NORTH SIOUX CITY, SOUTH DAKOTA (“CITY”) SETTING THE RATES FOR SOLID WASTE HAULING SERVICES FOR THE CITY OF NORTH SIOUX CITY

WHEREAS, The City Council and Mayor are responsible for the collection of garbage, rubbish, waste materials, and yard waste as stated in City Ordinance 8.04.040, and;

WHEREAS, The City Council has approved a contract with Gill Hauling to provide these services for the City of North Sioux City, and;

WHEREAS, The Mayor and City council are responsible for setting the fee associated for hauling garbage, rubbish, waste materials, and yard waste as stated in City Ordinance 8.04.040;

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

That the City hereby sets the following rates for family domestic trash hauling for the residents of North Sioux City

Unit	Unit Price
Residential Hauling	\$17.92
Senior Hauling	\$12.88
Additional Garbage Cart	\$3.92
Additional Recycling Cart	\$3.92

The above Resolution was moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ and was approved by a vote of \_\_\_\_\_ to \_\_\_\_\_ at a meeting duly called and held on \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

ATTEST:

\_\_\_\_\_  
Ted Cherry, City Administrator

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the City Council of North Sioux City at a meeting duly called and held at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_, at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this Corporation; that the officers named in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures.

(SEAL)

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

---

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

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

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

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

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

Possible options for the Council to consider

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

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

**Financial Consideration:** None at this time

**Recommendation:** General discussion on the Solid Waste Fund.

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



## 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: 12/17/2018  
Re: Resolution 2018-06, Signatories on City Accounts.

---

**Background:** Resolution 2018-06 removes Susan Kloostra from the City bank accounts and replaces her with Ted Cherry. This would include all accounts for savings, checking, safety deposit boxes, certificate of deposits, and any other financial accounts there might be.

This change would allow for a 3<sup>rd</sup> signatory to be available in the event one of the other two is gone. It will also make the process of getting checks signed easier than what it has been over the past few weeks.

**Financial Consideration:** None

**Recommendation:** Administration recommends the approval of Resolution 2018-06

**RESOLUTION 2018-06**

**A RESOLUTION CHANGING THE SIGNATORS ON ALL CITY SAVINGS,  
CHECKING, CERTIFICATE OF DEPOSIT, SAFETY DEPOSIT BOX, AND OTHER  
FINANCIAL ACCOUNTS**

RESOLUTION OF THE CITY COUNCIL OF NORTH SIOUX CITY, SOUTH DAKOTA (“CITY”) CHANGING THE SIGNATORS OF THE City Savings, Checking, Certificate of Deposit, Safety Deposit Box, and other financial accounts.

WHEREAS, Due to the resignation of the Finance Officer new signatories need to be added to the financial accounts; and;

WHEREAS, The City of North Sioux City needs to have multiple signatories in the event one is not available;

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

THAT, Susan Kloostra shall be removed as a signatory on all City of North Sioux City Savings, Checking, Certificate of Deposits, Safety Deposit Boxes, and other financial accounts effective immediately, and;

THAT, The signatories on all City of North Sioux City Savings, Checking, Certificate of Deposits, Safety Deposit Boxes, and other financial accounts shall be Randy Fredericksen (Mayor), Dan Parks (Council President), and Ted Cherry (City Administrator).

The above Resolution was moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ and was approved by a vote of \_\_\_\_\_ to \_\_\_\_\_ at a meeting duly called and held on \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

ATTEST:

\_\_\_\_\_  
Ted Cherry, City Administrator

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the City Council of North Sioux City at a meeting duly called and held at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_, at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this Corporation; that the officers named in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures.

(SEAL)

\_\_\_\_\_  
Name; Title



# 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: 12/17/2018  
Re: Military Road Bridge Items

---

**Background:** There will be number of items discussed in this memo, but it is best to keep the discussion in one place to keep all the information together.

Previous, on 9/17/2018, the City Council approved a contract with the SD DOT regarding the transfer of Military Road Bridge and the costs that would be involved with that. The contract stated that the State of SD would give \$1,564,000 in funding to the City of North Sioux City to pay for half of the bridge reconstruction. The city would then take ownership of the bridge from the State of SD to jointly own it with the City of Sioux City. The bids were made, and the costs came in 17.75% higher than was originally anticipated. This allowed us to renegotiate the contract with the SD DOT for a larger amount.

The negotiations were done and a new contract was written. The amount of payment to be made to the City of North Sioux would now be \$1,878,000 which is \$314,000 higher than the original amount.

Additionally the Council should be made aware the portion of the project that included the forcemain and some of the approach work came in higher than expected as well. These were portions the City budgeted to pay for separately. \$150,000 was set aside for that, and the forcemain portion is higher at \$161,070. Council will be able to made a decision on moving forward with this at a later date when the project is closer to starting.

## **Agenda Item 8 – Military Road Bridge Contract**

The contract states the new amount to be remitted to the City from the SD DOT of \$1,878,000. This amount includes work to be done on the Roadway, Bridge work, Common Items, Engineering costs, and Incentive amounts for the contractor. Should any change orders be made to the contract the City would be responsible to making up that amount needed. There is a cushion of approximately \$15,000 in the amount given as well as the \$75,000 incentive if the work is done well in advance of the drop dead date.

## **Agenda Item 9 – Resolution 2018-07**

The resolution presented states that all parties have agreed to the contract. When the resolution is ready to be signed the correct dates will be filled in for Sioux City and the State of SD. They should be December 17 and December 20 respectively. The resolution states that NSC is taking over partial responsibility for the bridge, the ownership will be shared with Sioux City, and the Mayor is allowed to sign the contract. This will be Exhibit E of the contract.

## **Agenda Item 10 - Bill of Sale**

The Bill of Sale just states that a transfer of ownership is done, money will be given to the City of NSC in the amount of \$1,878,000, and that we will indemnify the State from any future issues with the bridge.

## **Agenda Item 11 – Agreement to Reimburse Sioux City**

The final item is the agreement that the City will reimburse Sioux City for expenses in relation to the bridge.

**Financial Consideration:** \$1,878,000 in revenue, \$1,300,000 was budgeted.

**Recommendation:** Administration recommends the approval of the Revised Military Road Bridge Contract with the SD DOT and Sioux City, Resolution 2018-07, the Military Road Bridge Bill of Sale, and the Agreement for Reimbursement of Costs with Sioux City.

Items should be passed individually.

**STATE OF SOUTH DAKOTA  
MAINTENANCE AND  
JURISDICTION TRANSFER AGREEMENT  
AMONG  
DEPARTMENT OF TRANSPORTATION,  
NORTH SIOUX CITY, SOUTH DAKOTA,  
AND  
SIOUX CITY, IOWA**

This Agreement is made by and among the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE"; the city of Sioux City, Iowa, referred to in this Agreement as "SIOUX CITY"; and the city of North Sioux City, South Dakota, referred to in this Agreement as "NORTH SIOUX CITY." This Agreement is subject to approval by the South Dakota Transportation Commission ("the Commission") and will be null and void if not approved by the Commission.

**1. PURPOSE AND BACKGROUND**

In March of 1975, the STATE and SIOUX CITY entered into an agreement entitled "Military Road – Big Sioux River Bridge Agreement" to reconstruct the structure on Military Road located over the Big Sioux River on the South Dakota/Iowa border. The agreement directed each party to be jointly responsible for ongoing maintenance activities for the structure at a fifty-fifty (50:50) cost share. The STATE has assigned an inventory number to the structure (Str. # 64-164-385) and the structure is commonly known as the "Military Road Bridge." The STATE desires to relinquish and NORTH SIOUX CITY desires to assume any and all further maintenance, operational and jurisdictional responsibilities with regard to Military Road and the Military Road Bridge. Effective as of the date of the recording of the deed or deeds referenced in Sections 2.A. and 3.A., below, the STATE will relinquish any and all further maintenance, operational and jurisdictional responsibilities it may have with regard to Military Road or the Military Road Bridge to NORTH SIOUX CITY.

The purpose of this Agreement is to transfer certain highway right-of-way, jurisdiction, operational, and maintenance responsibilities from the STATE to NORTH SIOUX CITY for public highway purposes pursuant to SDCL §§ 31-19-63 and 31-19-64.

**2. HIGHWAY RIGHT-OF-WAY FOR WHICH OWNERSHIP IS TO BE TRANSFERRED**

- A. If approved by the Commission, pursuant to SDCL §§ 31-19-63 and 31-19-64, the STATE will transfer to NORTH SIOUX CITY by quit claim deed and bill of sale all of the STATE'S ownership interests in, jurisdiction over, and operational and maintenance responsibilities of the structure (Str. # 64-164-385) over the Big Sioux River located on Military Road on the South Dakota/Iowa border and any interest in related right of way.

The location of the structure, including any interest in related right of way, to be transferred is shown on the aerial photo attached as **Exhibit A**, which is incorporated as part of this Agreement.

- B. The STATE will transfer to NORTH SIOUX CITY any interest it may have in the existing right of way on Military Road from River Drive in North Sioux City, South Dakota, to the South Dakota/Iowa border at the Big Sioux River.
- C. NORTH SIOUX CITY will provide the STATE with a true and correct copy of the resolution of the NORTH SIOUX CITY'S governing body authorizing NORTH SIOUX CITY to accept ownership, jurisdiction and maintenance responsibilities of the structure and any right of way. A copy of the resolution from NORTH SIOUX CITY accepting ownership of the structure and any right of way is attached to this Agreement as **Exhibit B**.

**3. THE STATE AGREES TO THE FOLLOWING:**

- A. If approved by the Commission, the STATE will transfer all ownership, jurisdiction and maintenance responsibilities of the structure and any interest it has in any right of way to NORTH SIOUX CITY upon execution of this Agreement. The STATE will prepare the documents necessary to convey ownership of the structure and any right of way and arrange for the recording of the transfer deed or deeds.
- B. The estimated cost for the STATE's share of the Military Road Bridge project is One Million Eight Hundred Seventy-Eight Thousand Dollars (\$1,878,000.00), which includes design and construction engineering and estimated construction costs. Upon recording of the transfer, the STATE will make payment of this amount to NORTH SIOUX CITY. The STATE'S conveyance of One Million Eight Hundred Seventy-Eight Thousand Dollars (\$1,878,000.00) constitutes full and complete payment for acceptance of ownership of the structure and any right of way by NORTH SIOUX CITY.
- C. Any costs for approach work beyond the structure tie-in points as agreed by the STATE for bridge approach work on the South Dakota side of the structure will be at the expense of NORTH SIOUX CITY.
- D. Any costs for approach work beyond the structure approach slabs on the Iowa side of the structure will be at the expense of SIOUX CITY.
- E. STATE will transfer absolute ownership, jurisdiction and continuing maintenance responsibilities of the structure on Military Road to North Sioux City, including assignments of all permits, licenses, and other rights and responsibilities consistent with the operation of the facility. The form of the bill of sale is attached as **Exhibit E**.

**4. NORTH SIOUX CITY AGREES TO THE FOLLOWING:**

- A. NORTH SIOUX CITY will accept ownership, jurisdiction and maintenance responsibilities of the structure and any right of way upon delivery by the STATE to NORTH SIOUX CITY with conveyance of the necessary documents.

The term "maintenance responsibilities," when used in this Agreement, will include, but not be limited to, the following:

- i. Snow removal;
  - ii. Pavement markings;
  - iii. Repairs and improvements;
  - iv. Permanent signing;
  - v. Drainage;
  - vi. Inspections;
  - vii. Access management;
  - viii. Utility management; and
  - ix. Compliance with the American with Disabilities Act requirements.
- B. NORTH SIOUX CITY will keep detailed records, accounts, invoices, and supporting documents pertaining to all costs paid for with exchanged funds. Upon reasonable notice, NORTH SIOUX CITY will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, accounts, invoices, and supporting documents pertaining to all costs paid for with these funds.
  - C. NORTH SIOUX CITY will utilize all funds noted in Section 3., above, to reimburse SIOUX CITY its equal share of the costs associated with the bridge and accompany work of the Military Road Bridge. The state highway funds conveyed may only be used for this purpose. No part of

this deposit will revert to NORTH SIOUX CITY'S general funds nor will any portion of this deposit be used for any other purpose than for the reimbursement to SIOUX CITY for the bridge work of the Military Road Bridge project. If there are any funds remaining from the payment from the STATE, these funds can only be used on construction and maintenance of highways and bridges under NORTH SIOUX CITY's jurisdiction and control.

- D. NORTH SIOUX CITY will reimburse SIOUX CITY for costs associated with future inspection, maintenance, repairs, or reconstruction of the structure performed by SIOUX CITY, after mutual agreement of these services.

**5. SIOUX CITY AGREES TO THE FOLLOWING:**

- A. SIOUX CITY will continue to jointly own half of the Military Road Bridge and will accept the STATE'S transfer of ownership, jurisdiction and maintenance responsibilities to NORTH SIOUX CITY.
- B. SIOUX CITY will be responsible for design, bid letting, inspection, and construction of the re-decking of the Military Road Bridge.
- C. SIOUX CITY shall continue inspection services of the structure, and invoice NORTH SIOUX CITY for fifty percent (50%) of these services.
- D. Future maintenance, repair, or reconstruction of the structure shall be the joint responsibility of SIOUX CITY and NORTH SIOUX CITY.
- E. SIOUX CITY shall reimburse NORTH SIOUX CITY for costs associated with future inspection, maintenance, repairs, or reconstruction of the structure performed by NORTH SIOUX CITY, after mutual agreement of these services.

**6. INDEMNIFICATION**

SIOUX CITY and NORTH SIOUX CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of the SIOUX CITY and NORTH SIOUX CITY's performance under this Agreement. This section does not require SIOUX CITY and NORTH SIOUX CITY to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

**7. MISCELLANEOUS**

- A. SIOUX CITY and NORTH SIOUX CITY may not assign this Agreement, in whole or in part, without the STATE'S prior written consent. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the parties. The parties agree changes in the scope of the re-decking project may be cause for amending the Agreement.
- B. The STATE makes no representations or warranties of title for any of the property to be conveyed pursuant to this Agreement.
- C. This Agreement will be effective as of date of last signature.
- D. NORTH SIOUX CITY has designated its Mayor as its authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached to this Agreement as **Exhibit C**.

- E. SIOUX CITY has designated its Mayor as its authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached to this Agreement as **Exhibit D**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the respective CITY to enter into same.

City of North Sioux City, South Dakota

State of South Dakota  
Department of Transportation

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

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

Its: Mayor

Its: Secretary

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

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

Attest:

Approved as to Form:

\_\_\_\_\_  
City Auditor/Clerk

\_\_\_\_\_  
Dustin W. DeBoer  
Special Assistant Attorney General

[CITY SEAL]

City of Sioux City, Iowa

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

Its: Mayor

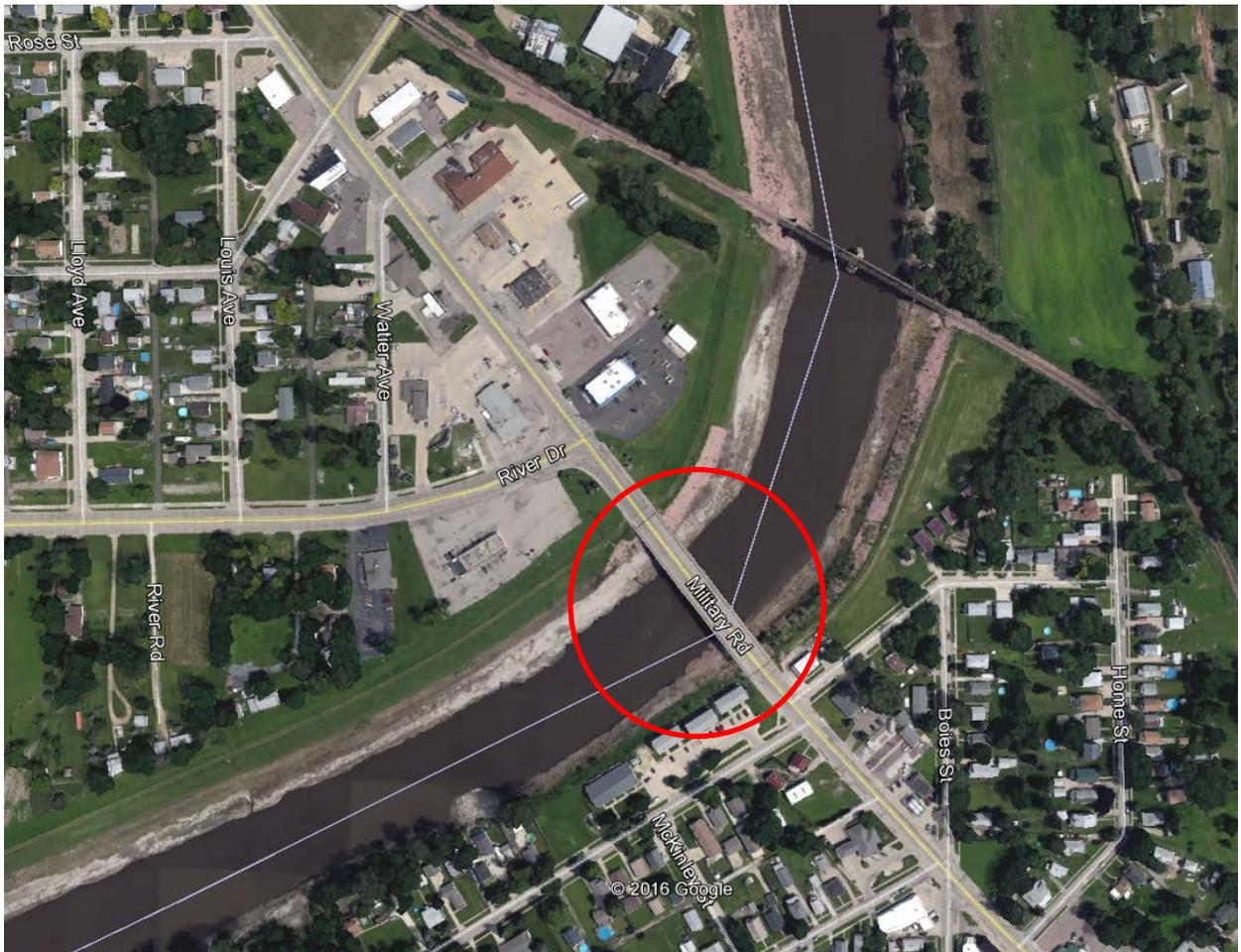
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Auditor/Clerk

[CITY SEAL]

**Exhibit A**



RESOLUTION 2018-07

A RESOLUTION AUTHORIZING NORTH SIOUX CITY TO ACCEPT PARTIAL OWNERSHIP, JURISDICTION, AND MAINTENANCE RESPONSIBILITIES OF THE STRUCTURE OF MILITARY ROAD BRIDGE AND ITS RIGHT OF WAY

WHEREAS, the City Council of North Sioux City approved and accepted the State of South Dakota Maintenance and Jurisdiction Transfer Agreement Among the South Dakota Department of Transportation, North Sioux City, South Dakota, and Sioux City, Iowa on December 17, 2018; and

WHEREAS, the City of Sioux City approved and accepted the State of South Dakota Maintenance and Jurisdiction Transfer Agreement Among the South Dakota Department of Transportation, North Sioux City, South Dakota, and Sioux City, Iowa on \_\_\_\_\_; and

WHEREAS, the State of South Dakota Department of Transportation approved and accepted the State of South Dakota Maintenance and Jurisdiction Transfer Agreement Among the South Dakota Department of Transportation, North Sioux City, South Dakota, and Sioux City, Iowa on \_\_\_\_\_; and

WHEREAS, said transfer agreement requires the City of North Sioux City to accept joint ownership, jurisdiction and maintenance responsibilities of the structure.

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

THAT, the City of North Sioux City accepts partial ownership, jurisdiction, and maintenance responsibilities of the structure of Military Road Bridge and its right of way upon completion of the reconstruction of the bridge anticipated in 2019 and receipt of a deed from the State of South Dakota; and

FURTHER BE IT RESOLVED, THAT, the partial ownership, jurisdiction, and maintenance responsibilities of the structure of Military Road Bride and its right of way be shared evenly with the City of Sioux City as prescribed in the agreement referenced above. A copy of said agreement is attached hereto as Exhibit A and incorporated by reference herein, and;

FURTHER BE IT RESOLVED, THAT, The Mayor of the City of North Sioux City is authorized and empowered to sing the State of South Dakota Maintenance and Jurisdiction Transfer Agreement Among the South Dakota Department of Transportation, North Sioux City, South Dakota, and Sioux City, Iowa.

The above Resolution was moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ and was approved by a vote of \_\_\_\_\_ to \_\_\_\_\_ at a meeting duly called and held on \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

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

ATTEST:

---

Ted Cherry, City Administrator

**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the State of South Dakota, acting by and through its Department of Transportation (“SDDOT”), for the benefit of the City of North Sioux City, South Dakota (“CITY”).

Background:

1. SDDOT is conveying to CITY certain real and personal property (“Property”) located in the State of South Dakota and Iowa; and
2. SDDOT wants to assign to CITY all rights and interests, if any, SDDOT has relating to this Property, including, but limited to, those rights and obligations contained in the agreement entitled “State Of South Dakota Maintenance And Jurisdiction Transfer Agreement Among Department Of Transportation, North Sioux City, South Dakota, And Sioux City, Iowa” (“Agreement”), as well as any necessary permits, licenses, and other documents necessary for maintenance, repair, operation, and control of the subject property.

NOW, THEREFORE, SDDOT, for and in consideration of \_\_\_\_\_ (\$\_\_\_\_\_) and other good and valuable consideration, transfers to CITY all of SDDOT’S right, title, and interest, if any, in and to the following Property, together with all appurtenances, rights-of-way, and ingress and egress, easements, franchises, and permits incidental to such bridge, including, but not limited to, those referred to in the Agreement:

Structure # 64-164-385 over the Big Sioux River located on Military Road, on the South Dakota/Iowa border, commonly referred to as the Military Road Bridge, and any related right of way.

This Property is transferred “AS IS, WHERE IS” and SDDOT disclaims any representations and warranties, whether express or implied, as to the condition, merchantability, fitness for any purpose, or quality of title or workmanship of the Property. SDDOT has no responsibility or obligation for the removal or demolition of the Structure meeting its service life.

CITY accepts the Property subject to all faults of every kind and nature whatsoever, whether latent or patent and whether now or hereafter existing. SDDOT will not be obligated to do any restoration, repair, removal, remediation, monitoring, or other work in connection with the Property, and SDDOT will not be liable for or responsible in any way for the cost of any restoration, repair, removal, remediation, monitoring, or other work necessary to cause the Property to meet any applicable law, ordinance, requirement, limitation, restriction, rule, regulation, or code, or be suitable for any particular use.

CITY agrees to hold harmless and indemnify SDDOT, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of the negligence, misconduct, error or omission of SDDOT or any officer, agent or employee of SDDOT with regard to the subject matter of this Bill of Sale.

This Bill of Sale does not carry with it any implied covenant whatsoever, including, but not limited to, any covenant that SDDOT has good right to convey any interest in the Property to CITY. The CITY accepts the Property subject to all encumbrances, covenants, conditions, and restrictions, if any, whether of record or not.

This instrument will be construed and enforced in accordance with and governed by the laws of the State of South Dakota. This instrument will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(SIGNATURES FOLLOW)

This instrument is binding upon signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the SDDOT and the CITY to enter into the same.

City of North Sioux City, South Dakota

State of South Dakota  
Department of Transportation

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

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

Its: Mayor

Its: Secretary of Transportation

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

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

Attest:

Approved as to Form:

\_\_\_\_\_  
City Auditor/Clerk

\_\_\_\_\_  
Special Assistant Attorney General

[City Seal]

AGREEMENT FOR THE REIMBURSEMENT OF CONSTRUCTION COSTS TO THE CITY OF SIOUX CITY, IOWA ATTRIBUTED TO OBLIGATIONS OR BENEFITTING THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA IN ACCORDANCE WITH THE STATE OF SOUTH DAKOTA MAINTENANCE AND JURISDICTION TRANSFER AGREEMENT AMONG DEPARTMENT OF TRANSPORTATION, NORTH SIOUX CITY, SOUTH DAKOTA AND SIOUX CITY, IOWA UNDER CHAPTER 28E, CODE OF IOWA

This Agreement made and entered into by and between the City of Sioux City, Iowa, (hereinafter "Sioux City") and North Sioux City, South Dakota (hereinafter the "North Sioux").

WITNESSETH:

WHEREAS, Sioux City plans to reconstruct Military Road between Riverside Boulevard and the South Dakota Border; and

WHEREAS, the Military Road Bridge over the Big Sioux River, a jointly owned facility between the State of South Dakota and Sioux City, is in need of repairs; and

WHEREAS, the State of South Dakota desires to transfer jurisdiction and maintenance responsibilities to North Sioux, under the terms of the State of South Dakota Maintenance and Jurisdiction Transfer Agreement among Department of Transportation, North Sioux City, South Dakota and Sioux City, Iowa.

NOW, THEREFORE, BE IT REMEMBERED that for the mutual promises, covenants and agreements herein contained, the parties have entered into the following Agreement under Chapter 28E of the Code of Iowa and S.D.C.L. 1-24 - "Joint Exercise of Governmental Powers":

1. RECITATIONS: The provisions contained herein, including the recitations set forth above, and including any documents incorporated by reference herein, constitute the full agreement of the parties.
2. PURPOSE: The purpose of this Agreement is to provide requirements and extent of costs and expenses that North Sioux shall reimburse Sioux City for expenses related to the repairs made to the jointly owned Military Road Bridge over the Big Sioux River, costs associated with North Sioux's request to include an incentive for completion of the work related to the bridge repairs, costs related to roadway work on the North Sioux side of the Bridge, and costs associated with Utilities owned and maintained by North Sioux. No separate entity is created under this Agreement.
3. CONSTRUCTION COSTS TO BE REIMBURSED: Sioux City will invoice North Sioux on an every other month basis for all costs incurred to date during the construction. Attached to this Agreement is Exhibit A that outlines the estimated quantities North Sioux will pay. It is understood that North Sioux will be required to pay all costs based on actual quantities, contract prices established through the letting process to the lowest responsible

bidder, and any change order associated with work completed on their behalf. The costs associated with the design shall be paid upon execution of the Agreement.

4. CONTRACT AWARD: Upon receipt of the contract prices received through the Iowa Department of Transportation's letting process, North Sioux shall provide documentation of the approval of the award by Sioux City. Sioux City will award the contract based on that documentation.
5. PAY ESTIMATES: Monthly pay estimates will be processed through the Sioux City Engineering Division. North Sioux will reimburse Sioux City for costs based on the contract item prices and the actual quantities installed.
6. CHANGE ORDERS: Sioux City will process Change Orders for the project in accordance with the purchasing policy of Sioux City. North Sioux will be requested to provide staff authorization for Change Orders affecting any of the items Outlined in Exhibit A
7. SUPERVISION: Sioux City will supervise the construction of the project. This will include overseeing the professional services and the contractor.
8. EFFECTIVE PERIOD: This Agreement shall be in full force and effect for the period of time beginning with the date of execution of this Agreement and upon final acceptance of the project and final reimbursement received from North Sioux.
9. OTHER PROVISIONS:
  - (a) No separate administrative entity or organization shall be created by this Agreement.
  - (b) This Agreement shall be administered jointly by a representative appointed by the Sioux City City Council and a representative appointed by the North Sioux City Council.
  - (c) The purpose of this Agreement is to achieve the goals and objectives set forth in the preamble hereof.
10. EFFECTIVE DATE: This Agreement shall be in full force and effect upon the happening of all of the following:
  - (a) Its execution by the parties to this Agreement after acceptance and approval by the Sioux City City Council and the North Sioux City Council.
  - (b) Approval of the Agreement by the Iowa Attorney General as required in Iowa Code Section 28E.9.
  - (c) The filing of an executed counterpart or photocopy of this Agreement with the Secretary of State for the States of Iowa and South Dakota.

11. AMENDMENT: This Agreement may only be amended by written instrument duly executed by the parties hereto.
12. THIRD PARTY BENEFICIARIES: It is the intent of the parties that no person, other than political subdivisions within District, who is not a signatory to this Agreement, shall benefit from the provisions of this Agreement and that no cause of action is created herein for the benefit of any third party.
13. NOTICES: For the purposes of this Agreement; notices shall be sent to the parties at the following address:

City of Sioux City, Iowa  
Attn: Legal Department  
P.O. Box 447  
Sioux City, IA 51102

City of North Sioux City  
Attn: Ted Cherry, City Administrator  
504 River Drive  
North Sioux City, SD 57049

14. VENUE: The Woodbury County, Iowa, District Court shall have exclusive jurisdiction of any litigation between the Sioux City and North Sioux City that arises as a result of this Agreement.

(The remainder of the page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the day, month and year set opposite their signatures.



Attest:

CITY OF SIOUX CITY, IOWA,

  
Lisa McCardle, City Clerk

By:   
Robert E., Scott, Mayor

Date: 11-26-18

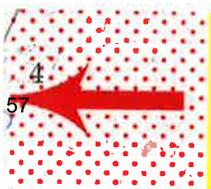
Attest:

CITY OF NORTH SIOUX CITY, SOUTH  
DAKOTA

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

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

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



**EXHIBIT A**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Unit</b>	
<b>ROADWAY</b>			
Granular Subbase	206	SY	West Approach Only
Removal of Curb	0.4	STA	Curb Ramps at River Dr. (NSC)
Bridge Approach, BR-203	356.6	SY	West Approach Only
PCCP Pavement, 8"	184.3	SY	West Approach Only
Removal of Pavement	628.4	SY	West Approach Only
Removal of Sidewalk	191	SY	West Approach Only
Sidewalk, P.C. Concrete, 6-IN.	294	SY	West Approach Only
Detectable Warnings	20	SF	River Drive Curb Ramp
Curb & Gutter, PC Concrete, 2.5-FT.	46	LF	River Drive Curb Ramp
Driveway, P.C. Concrete, 6-IN.	34.3	SY	Levee Access Points, NSC
Patches, Full-Depth, By Area	26.4	SY	Repair around Manhole by River Dr.
Patches, Full-Depth, By Count	1	EA	Repair around Manhole by River Dr.
35-FT. Lighting Pole and Fixture	2.5	EA	There are 5 lights on the bridge
Conductors, #6	216	LF	Half of the bridge lighting
Conductors, #12	300	LF	Half of the bridge lighting
1.5-IN. RMC	216	LF	Half of the bridge lighting
Perimeter and Slope Sediment Control, 12-IN.	60	LF	West Approach Only
Perimeter and Slope Sediment Control, 20-IN.	250	LF	West Approach Only
Removal of Perimeter and Slope Sed. Contr.	310	LF	West Approach Only
Type A Signs, Sheet Aluminum	6.25	SF	West of River Drive
Painted Pavement Markings	17.74	STA	Beginning of Project to Center of Bridge
Painted Legends	3	EA	West of Bridge

<b>Item</b>	<b>Estimated Quantity</b>	<b>Unit</b>	
<b>UTILITIES</b>			
Manhole, Sanitary Sewer, SW-301, 48-IN.	1	EA	NSC Gravity Main at Riverside
Manhole Adjustment, Minor	6	EA	NSC side; 5 on NSC Gravity Main
Sanitary Sewer Force Main, 10-IN.	316	LF	Force Main Relocation
Remove Sanitary Pipe < 36-IN.	310	LF	Remove Existing Force Main
Removal of Utility Intakes and Accesses	3	EA	2 for Force Main, 1 at Riverside
Fitting, DIP, 10" 45 Degree Bend	6	EA	Force Main Relocation
Fitting, DIP, 10" Coupler	1	EA	Force Main Relocation
Fitting, DIP, 8"X10" Reducer	1	EA	Force Main Relocation
Sanitary Sewer Bypass Pumping	1	LS	Force Main Relocation
<b>MISCELLANEOUS</b>			
Critical Closure Activity Incentive	30	CDAY	Bridge Opening Bonus \$2,500/day
<b>BRIDGE</b>			
Bridge	0.5	LS	Half of Bridge Costs
<b>COMMON ITEMS</b> 13.80% Length of Project in South Dakota (to center of Bridge)			
Excavation	0.138	LS	Prorated for West of Bridge Only
Excavation, Waste	0.138	LS	Prorated for West of Bridge Only
Topsoil, Strip, Salvage, and Spread	0.138	LS	Prorated for West of Bridge Only
Compaction with Moisture and Density Control	0.138	LS	Prorated for West of Bridge Only
Portland Cement Concrete Pavement Samples	0.138	LS	Prorated for West of Bridge Only
Construction Survey	0.138	LS	Prorated for West of Bridge Only
Traffic Control	0.138	LS	Prorated for West of Bridge Only
Mobilization (Roadway)	0.138	LS	Prorated for West of Bridge Only
Seeding, Urban	0.138	LS	Prorated for West of Bridge Only
Mobilization (Erosion Control)	0.138	LS	Prorated for West of Bridge Only
Mobilization (Emergency Erosion Control)	0.138	LS	Prorated for West of Bridge Only

Item	Estimated Quantity	Unit	
<b>ENGINEERING</b>			
Preliminary Design (NSC Share)	1	LS	\$ 162,700.00 Half of Bridge and West Approach
Construction Admin. (NSC Share)	1	LS	\$ 87,300.00 Half of Bridge and West Approach
Sanitary Sewer Design and Const.	1	LS	\$ 8,513.00 Force Main Relocation
<b>Subtotal Engineering \$ 258,513.00</b>			

Area	Estimate Amount	Bid Amount	\$ Difference	% Difference
Roadway	\$ 123,784.09	\$ 145,715.16	\$ (21,931.07)	17.72%
Utilities	\$ 118,500.00	\$ 161,070.00	\$ (42,570.00)	35.92%
Incentive	\$ 75,000.00	\$ 75,000.00	\$ -	0.00%
Bridge	\$ 1,082,000.00	\$ 1,330,677.30	\$ (248,677.30)	22.98%
Common Items	\$ 24,915.96	\$ 36,793.02	\$ (11,877.06)	47.67%
Engineering	\$ 258,513.00	\$ 258,513.00	\$ -	0.00%
Total	\$ 1,682,713.05	\$ 2,007,768.48	\$ (325,055.43)	19.32%

Area	Estimate Amount	Bid Amount	\$ Difference	% Difference
Roadway	\$ 123,784.09	\$ 145,715.16	\$ (21,931.07)	17.72%
Incentive	\$ 75,000.00	\$ 75,000.00	\$ -	0.00%
Bridge	\$ 1,082,000.00	\$ 1,330,677.30	\$ (248,677.30)	22.98%
Common Items	\$ 24,915.96	\$ 36,793.02	\$ (11,877.06)	47.67%
Engineering	\$ 258,513.00	\$ 258,513.00	\$ -	0.00%
Total	\$ 1,564,213.05	\$ 1,846,698.48	\$ (282,485.43)	18.06%

# ELK POINT FOOD PANTRY

Po Box 147  
Elk Point, SD 57025

December 4, 2018

North Sioux City Hall  
504 River Drive  
North Sioux City, SD 57049

Dear City Hall Staff,

On behalf of the Elk Point Food Pantry we want to thank you for your donation food and cash! We work diligently and with much grace to assure that those in need will have an ample supply of food and things they need. Donations such as yours greatly assist in having a well-stocked food pantry. We are very grateful for your support. Thank you for helping those in need in Elk Point, Jefferson and North Sioux City. Thank you for all the work you put in to have this event to help the Food Pantry! This is greatly appreciated during the holiday season!

Sincerely,



Carla Bambas, Director  
Elk Point Food Pantry