



Regular Meeting of the City Council

March 18, 2019 – 6:00 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: March 4, 2019 Regular Meeting
- F. Agenda Items
 - 1. Royal Canin Update
 - 2. Culvert Repair Update
 - 3. Flynn Property Warranty Deed Transfer
 - 4. Building Inspector Discussion
- G. Community and Council Input
 - 1. Military Road Bridge – Public Meeting – April 18th – 4pm-6pm
 - 2. DVBC Legislative Wrap Up – April 2nd – 4pm
- H. Executive Session*
- I. Approval of Bills
- J. Adjournment

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
March 4, 2019

Meeting called to order at 6:00 p.m. by Mayor Randy Fredericksen. Berg, Benson, Blaeser, Carpenter, Cropley and Green were present. Parks was absent. Also, in attendance was City Administrator Ted Cherry, Finance Officer Mike Hamm, and City Attorney Darrell Jesse.

Fredericksen led the Pledge of Allegiance.

Motion by Cropley, second by Carpenter, to approve the agenda with the addition of an executive session for personnel and contractual items as item 1 in the Agenda Items. All members present voted aye.

Motion by Cropley, second by Carpenter, to approve the minutes of February 19, 2019 as presented. All members present voted aye.

Parks arrived at 6:03pm.

Motion by Cropley, second by Parks, to move into executive session for personnel and contractual items at 6:03pm. All members present voted aye.

Regular session resumed at 7:04pm.

Mayor Fredericksen administered the Oath of Office to Finance Officer Mike Hamm.

Due to time constraints Issac Wodtke was not available. Cherry updated Council that he would leave for the South Dakota Police Training Academy on March 10th, this is a 13-week training academy.

Fredericksen made recommendations for appointments to the Planning Commission. Pete Holbrook of 102 Rose Street and Don Streeter of 702 Streeter Drive as full board members and Bob Davis of 211 N. Main Street and Tony Carpenter of 205 Parkside Ave as alternate members.

Motion by Berg, second by Benson, to approve the appointments as recommended. Voted Aye was Berg, Benson, Parks, Slater, Blaeser, and Green. Abstain for reasons of personal associations was Carpenter and Cropley.

Cherry presented information on the Military Road Bridge improvements. A pre-construction meeting was held in Sioux City on 2/28/2019. RP Constructors is the contractor and Hawkins Construction is the sub-contractor on the bridge portion of the project. Bridge closure is scheduled to begin on May 1 with a 150-day construction period. The contractors estimate 147 days of construction. Anticipated date of completion is September 25th. Work will happen on Saturdays and Sundays if there are weather delays. A public meeting will be held at City Hall in North Sioux City at a later date. Public will be informed of the date.

The project also includes the new forcemain portion for the City. Dates are still being organized on when this will start.

Slater asked about liquidated damages and if the bridge portion is over the time limit. Cherry will confirm but believes it is \$1,000 per day.

Cherry presented an update on the Culver Repair project. The project is behind schedule because the Corp of Engineers asked for an Emergency Action Plan (EAP) in the event of the waters rising before the levee was filled back in. Approval of the EAP was given by the Corp on 3/4/2019. Project will start moving during the current week. May 15th date of substantial completion would need to be pushed back but April 15 and March 15 dates would stay the same. The equipment for the repair is on order and should not see delays for the equipment. Delay is due to a Corp issue and not engineer or contractor.

Berg asked about the EAP. The engineers have drawn this paperwork up. City action would need to be taken if the waters rise up. We don't expect any issues.

Cherry presented Resolution 2019-01 to update the signatories on the financial accounts. A resolution must be approved to add Hamm as a signer on the account. Signers would be Randy Fredericksen, Dan Parks, Ted Cherry, and Mike Hamm.

RESOLUTION 2019-01

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 appointment of a new Finance Officer the signatories need to be updated on the financial accounts of the City of North Sioux City 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, 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), Mike Hamm (Finance Officer), and Ted Cherry (City Administrator).

The above Resolution was moved by Councilmember Cropley and seconded by Councilmember Parks and was approved by a vote of 8 to 0 at a meeting duly called and held on March 4, 2019.

Dated this _____ day of _____, 2019

Randy Fredericksen, Mayor

ATTEST:

Mike Hamm, Finance Officer

Motion by Cropley, second by Parks, to approve Resolution 2019-01 as presented. All members present voted aye.

Community Input

1. Kim Luken asked about the odor at Royal Canin. Cherry stated there were issue at Royal Canin and the new plant's connection to the treatment facility. They are actively working on fixing issues found during the commissioning process and should be back to normal this week. Please contact City Hall if there is an odor in the air so we can address the issue immediately. Slater asked to have an agenda item at the next meeting.
2. Carpenter asked for the Police to be aware that people are rolling through the 4-way stop by the Senior Center. Rich Headid will address this.
3. Cropley stated there were a few street lights out on Streeter. Asked to address MidAmerican to get those fixed.
4. Carpenter stated there was blowing dirt at Lakeshore Estates. It will be requested of the developer to put up some type of barrier.
5. Slater asked about the senior center signage. It needs to be ordered still
6. The SDML District meeting will be held in Canton on March 21st at 6:00pm. Please let Pasha know if you would like to attend.
7. Equalization will be held at the Council meeting on March 18th.
8. Parks asked if the City was responsible for plowing Lakeshore Estates yet, the City is not at this point.

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

BNFT ADMNSTRN SELF EM	102.00	FEB2019 HRA FEE
BOMGAARS	599.16	CLTHNG ALLWNC, SHOP SUPP
CNTR POINT LGE PRINT	137.82	BOOKS (6)
COLONIAL LIFE	151.80	FEB2019 PREM 2/01, 2/15
CRARY, HUFF, INKSTER, SHEEHAN	6410.50	FEB2019 LEGAL FEES
DAKOTA DUNES/NSC TIMES	38.00	SR CNTR-SUBSCRPTN RNWL
THOMPSON INNVTN	5450.88	LIB-CMPTR RPLCMNT (2)
ELECTRIC PUMP	18923.19	PUMP-FLYNN LIFT STATION
ELCTRCL ENGINEERING & EQUIP	1098.41	PD-REP GNRTR
FARMER BROS. CO.	235.56	SR CNTR-COFFEE (6 CS)
GPM	618.00	SVC CALL-MAGNETROL MAGMETERS
GRAPHIC EDGE	1050.91	I CAN DARE GRDTN-TSHIRTS (396)
HAWKINS, INC	3921.82	CHLORINE (13)
CORE & MAIN LP	264.84	MNHL HOOK (2), CURB BOX (8)
HRTG FLAG & BANNER, INC.	538.00	US, SD FLAGS (12)
INGRAM LIB SVCS	1833.07	BOOKS (132)
JACK'S UNFRMS & EQUIP	1159.15	CLTHNG ALLWNC (5)
EAKES OFFICE SLTNS	270.88	CH-TRASH BAGS (8)
JEO CNSLTNG GROUP	2137.50	05-79-05890 FLYNN/ENGINEERING
KALINS INDOOR CMFRT	1301.25	LIB FRNC-REP BLOWER MTR
MARX TRUCK TRAILER SALES	654.75	STEEL PLOW CUTTING EDGE (3)
MCLEOD'S PRTG & OFFICE SUPP	83.50	2019 ELCTN SUPP
MIDWEST TAPE	339.49	DVD'S (21)
MITCHELL ELECTRIC, LLC	337.28	MTNC SHED-TIGHTEN SVC DROP
OFFICE SYSTEMS CO	108.22	MAR2019 COPY & LEASE EXP
ONE OFFICE SLTN	202.39	PD-FLDRS (2BX), BATTERY (1PK)
PRESTO-X CO	226.00	FEB2019 PEST CNTRL
PRSRC SPCLTS LLC	115.03	LIB-PENCILS (50), FLYERS (24)
GARY ROAN	960.00	JAN-FEB2019 SVCS
SD DEPT OF PUBLIC SFTY	2340.00	TELETYPE SVC-01/01/19-06/30/19
SD DEPT OF HEALTH	195.00	01/18-02/15 BOD, SOLIDS

SCRTRY OF STATE	30.00	NOTARY APP-RYAN S
STATE FARM INSRNC	50.00	NOTARY BOND-RYAN S
STOCKWELL ENGINEERS, INC	1275.00	STREETSCAPE ARCHITECT FIRM
VERIZON WIRELESS	966.07	FEB2019 CELL CHGS (21 LINES)
WOODBURY CTY EMERG SVCS	444.64	MAR2019 STARCOMM
WOODHOUSE	75.00	UNIT 4-REAR BRAKER

Motion by Parks, second by Cropley, to adjourn at 7:23 pm. All members present voted aye.

Approved

Randy Fredericksen, Mayor

Attested

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: 3/18/2019
Re: Royal Canin Odor Update

Background: Daniel Klapuch will present to the Council on where the Royal Canin building is at and the issues they are taking care of with odor concerns.

Financial Consideration: n/a

Recommendation: no action needed

From: [Klapuch, Daniel](#)
To: [Ted Cherry](#)
Subject: update and finding/ Root Cause of recent odors
Date: Wednesday, March 13, 2019 11:18:59 AM
Attachments: [image002.png](#)

Ted,

I am writing this in response to the recent concerns of odors re-appearing from our waste water treatment plant and to provide an update to the city.

As you are aware I have made odor elimination and minimization my highest priority when I stepped into this role, and you still have my commitment we will maintain the WWTP to a level of city acceptance with only minor operational upsets.

- The first item discovered, with the help of the city, was the manhole near waste treatment plant; found to have steam coming out of it along with occasional odors. Because our new facility is in commissioning mode, heat recovery from boiler blow down didn't occur, thus water discharge temp was elevated causing our treated water to gas off naturally occurring sulfides. Because we will be a LEED facility, heat recovery will occur as a way to recycle this energy. However, with the plant in "trial mode", this was a miss on our part. This has since been corrected with re-piping that cools the water prior to release during this commissioning phase. Also, this alleviates the city's concerns about potential piping damage from the elevated temperature.
- In the last 2 -4 weeks we have experienced occasional odors in the immediate area of the WWTP. All systems were checked and everything appeared to be in normal run conditions. We were not scheduled to do a cleaning of the system, nor were we scheduled to perform a filter media change. As you are aware we installed enhancements to our air filtration along with adding a pre-screener to remove micro particulates that can ferment causing these odors approximately 2 years ago. Based on both our concerns and the city's, we moved forward with a full system cleaning yesterday, Tuesday 3/12. During this process we discovered where the pre-screener had shifted allowing odor causing fermentables to pass through into the EQ tank, which led to the reappearance of these odors. As a result we are going to modify the screener so this doesn't occur again and take us back to the state in which we have been odor free for almost 1.5 years. Likewise as extra insurance, will reduce the time between cleanings as a safeguard and for inspection.

I hope you can see that as symptoms started to appear the site responded with root cause analysis and immediate correction of these upsets resulted.

I do want to express that concurrently with the above, I did remind the city of other odor causing entities in our area. I never located the source, only the physical direction with possible contributors. I hope they too are as proactive in insuring their upsets are addressed.

Ted, I hope these findings, but more importantly the solutions, satisfy the city team as we continue to monitor our facilities.

Kind regards,

Daniel

 **ROYAL CANIN**
a division of Mars Petcare



Daniel T. Klapuch

Site Director

daniel.klapuch@royalcanin.com

Phone: 775-221-0009

www.royalcanin.com



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: 3/18/2019
Re: Flynn Development Land Transfer

Background: North Sioux Economic Development Corporation (NSCEDC) is at the stage when they are ready to sell the land to the companies who have signed letters of intent. To accomplish this the City needs to transfer the land to their name. The warranty deed attached would allow for this to happen. Lots 2-9 would be transferred to the Corporation for the land sales as well as the remaining land would now be in their name. Lot 1 would remain in the City's name for the time being until the NSCEDC can put a plan into place on signage and plantings.

Financial Consideration: N/A

Recommendation: Administration would recommend the approval of the Warranty Deed for lots 2-9 of Flynn Tract 7.

FINAL PLAT LOTS 1 THROUGH 9 OF FLYNN TRACT 7
 BEING PART OF LOT 2 OF FLYNN TRACT 7, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, AND PART OF LOT 7B OF LOT 7A,
 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.

CURVE DATA TABLE

Curve #	Length	Radius	Delta	Tangent	Chord Bearing	Chord Length
C1	220.10'(M)	340.00'	037°05'25"	114.00'	S89°59'05"W	216.29'(M)
C2	168.31'(M)	260.00'	037°05'25"	87.22'	S88°59'05"W	163.39'(M)
C3	412.46'(M)	258.53'	091°03'23"	264.38'	S42°05'28"W	370.40'(M)
C4	135.46'(M)	340.00'	022°59'42"	69.16'	S75°01'58"W	135.54'(M)
C5	215.71'(M)	340.00'	035°21'00"	111.62'	S46°21'36"W	212.11'(M)
C6	166.93'(M)	340.00'	031°30'01"	95.89'	S12°26'05"W	164.59'(M)

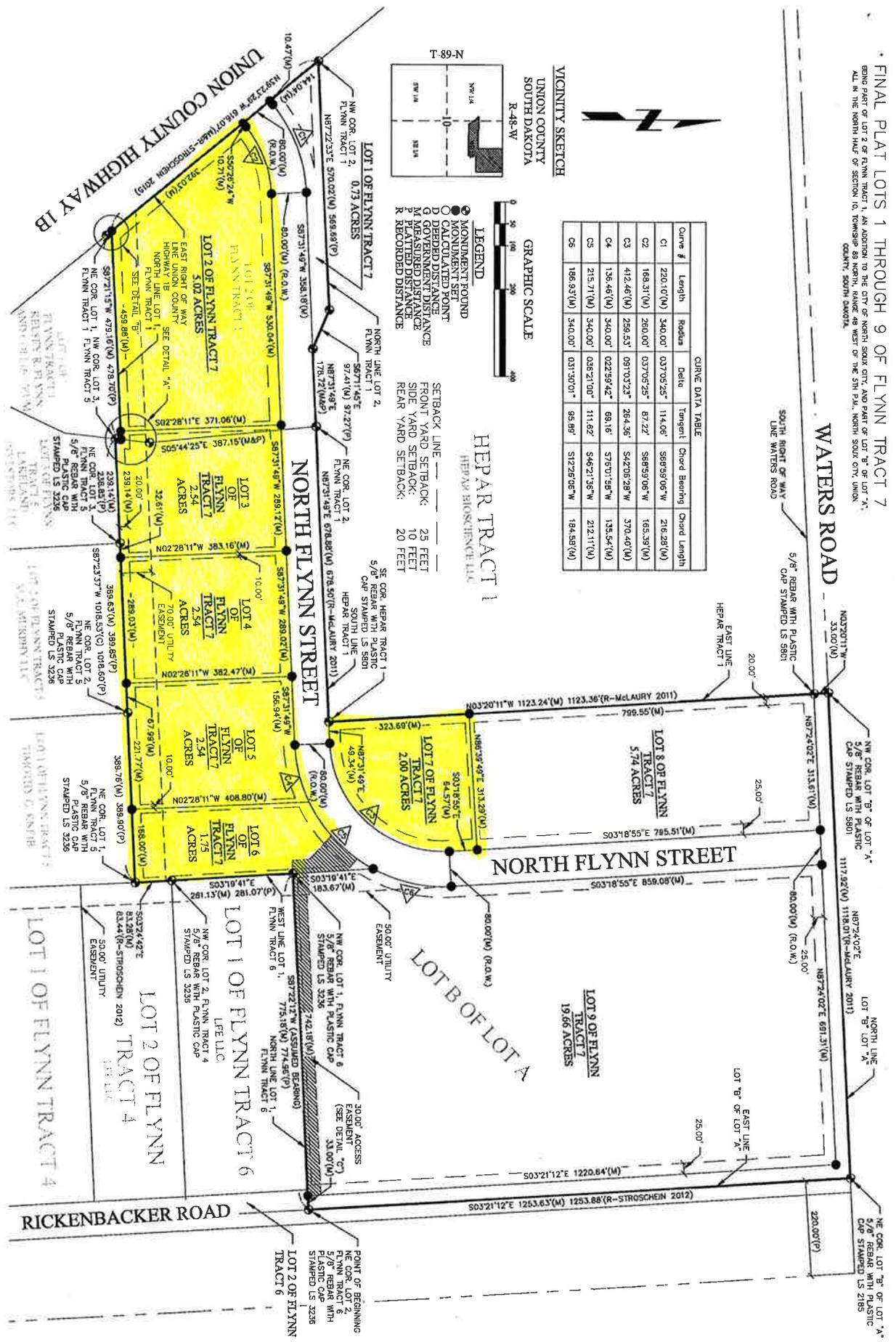
VICINITY SKETCH
 UNION COUNTY
 SOUTH DAKOTA
 R-48-W



LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- DETERMINED DISTANCE
- RECORD DISTANCE
- M. MEASURED DISTANCE
- P. PLATTED DISTANCE
- R. RECORDED DISTANCE

HEPAR TRACT 1
 HEPAR BIOSCIENCE LLC



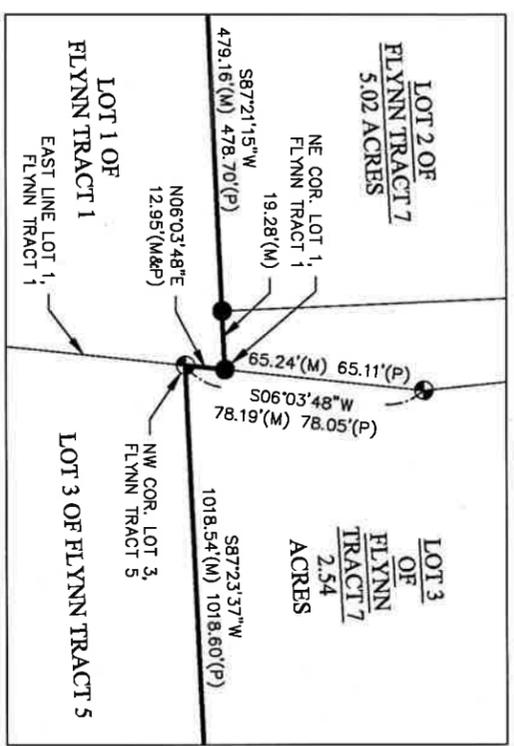
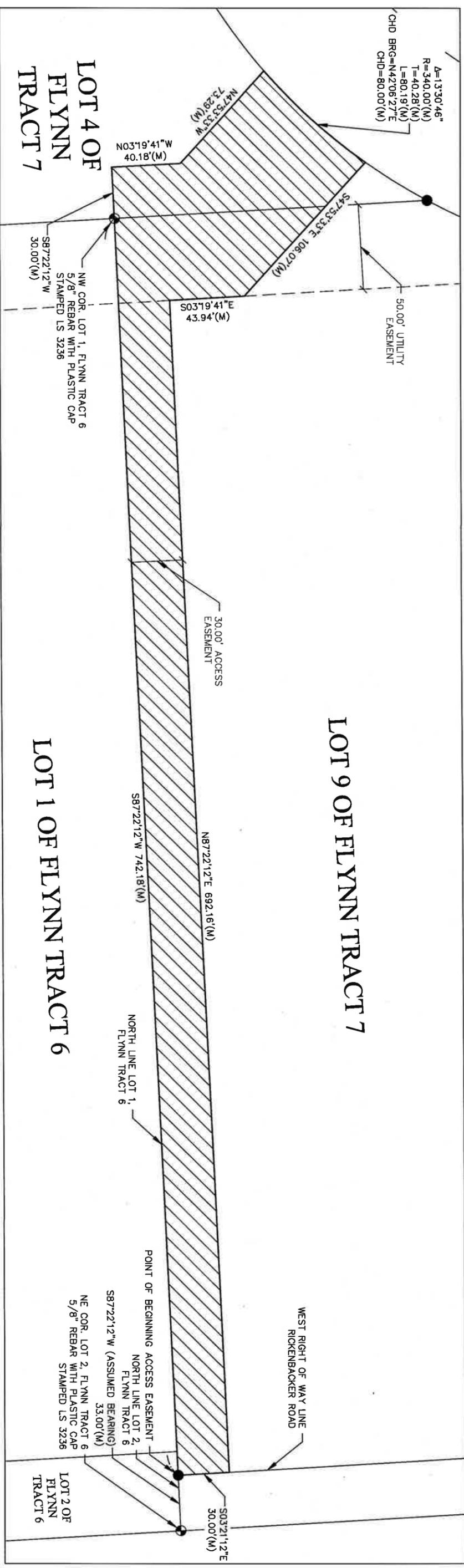
REVISIONS

NO.	DATE	DESCRIPTION
1	11/20/16	ISSUED FOR PERMIT
2	11/20/16	ISSUED FOR PERMIT
3	11/20/16	ISSUED FOR PERMIT
4	11/20/16	ISSUED FOR PERMIT
5	11/20/16	ISSUED FOR PERMIT
6	11/20/16	ISSUED FOR PERMIT
7	11/20/16	ISSUED FOR PERMIT
8	11/20/16	ISSUED FOR PERMIT
9	11/20/16	ISSUED FOR PERMIT
10	11/20/16	ISSUED FOR PERMIT

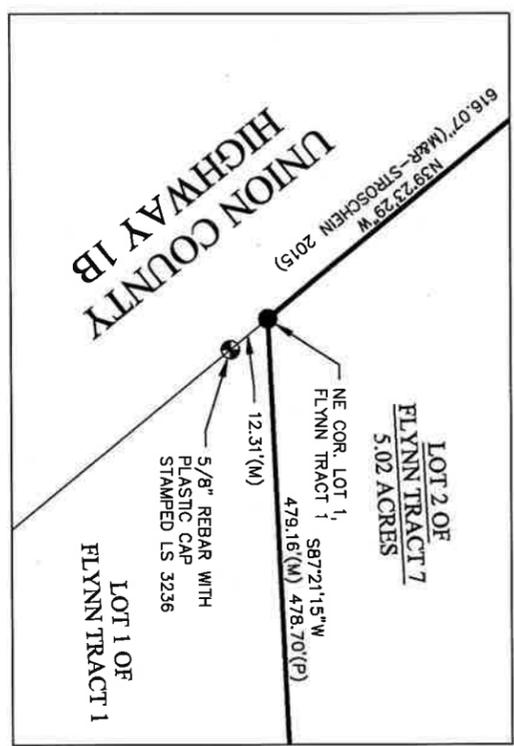
FINAL PLAT
 LOTS 1 THROUGH 9 FLYNN TRACT 7

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





DETAIL "A"
SCALE 1"=60'



DETAIL "B"
SCALE 1"=60'

DETAIL "C"
SCALE 1"=60'

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

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

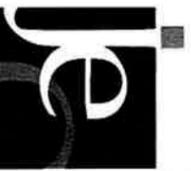
SURVEYOR
JEFFREY J. SERAFIN LS 10675
JEO CONSULTING GROUP INC.
142 W. 11TH ST
WAHOO, NE 68066-0207

JEO CONSULTING GROUP
Ph: 402.494.7019
3913 Dakota Avenue
South Sioux City, NE 68776

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

FINAL PLAT
LOTS 1 THROUGH 9 FLYNN TRACT 7

PROJECT NO.	R180914.00
DATE	11/6/2018
DRAWN BY	RMO
FILE NAME	
FIELD BOOK	N SIOUX CITY #1
FIELD CREW	DF
SURVEY FILE NO.	
REVIEW BY	
REVIEW DATE	
REVISIONS	



J&S CONSULTING GROUP
Ph: 405.494.7019
1599 Dakota Avenue
South Sioux City, NE 68776

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 OF FLYNN TRACT 1, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, AND PART OF LOT "B" OF LOT "A", ALL IN THE NORTH HALF OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF FLYNN TRACT 6, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA; THENCE S87°22'12"W (ASSUMED BEARING) ON THE NORTH LINE OF LOTS 1 AND 2 OF SAID FLYNN TRACT 6, A DISTANCE OF 775.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S03°19'41"E ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 281.13 FEET TO THE NORTHWEST CORNER OF LOT 2 OF FLYNN TRACT 4, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA; THENCE S03°24'42"E ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 83.28 FEET TO THE NORTHEAST CORNER OF LOT 1 OF FLYNN TRACT 5, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA; THENCE S87°23'37"W ON THE NORTH LINE OF LOTS 1, 2 AND 3 OF SAID FLYNN TRACT 5, A DISTANCE OF 1018.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE N06°03'48"E ON THE EAST LINE OF LOT 1 OF FLYNN TRACT 1 AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, A DISTANCE OF 12.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S87°21'15"W ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 479.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE EASTERLY RIGHT OF WAY LINE OF UNION COUNTY HIGHWAY 1B; THENCE N39°23'29"W ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 616.07 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID TRACT 1; THENCE N87°22'33"E ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 570.02 FEET; THENCE S67°11'45"E CONTINUING ON SAID NORTH LINE, A DISTANCE OF 97.41 FEET; THENCE N87°31'49"E CONTINUING ON SAID NORTH LINE, A DISTANCE OF 178.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING N87°31'49"E ON THE SOUTH LINE OF HEPAR TRACT 1, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, A DISTANCE OF 678.88 FEET TO THE SOUTHEAST CORNER OF SAID HEPAR TRACT 1; THENCE N03°20'11"W ON THE EAST LINE OF SAID HEPAR TRACT 1, A DISTANCE OF 1123.24 FEET TO THE SOUTH RIGHT OF WAY LINE OF WATERS ROAD; THENCE CONTINUING N03°20'11"W, A DISTANCE OF 33.00 FEET TO THE NORTHEAST CORNER OF LOT "B" OF LOT "A" IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M.; THENCE N87°24'02"E ON SAID NORTH LINE, A DISTANCE OF 1117.92 FEET TO THE NORTHEAST CORNER OF SAID LOT "B" OF LOT "A"; THENCE S03°21'12"E ON THE EAST LINE OF SAID LOT "B" OF LOT "A", A DISTANCE OF 1253.63 FEET TO THE POINT OF BEGINNING CONTAINING 49.47 ACRES, MORE OR LESS.

ACCESS EASEMENT DESCRIPTION

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

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, FLYNN TRACT 6 AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA; THENCE S87°22'12"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°22'12"W ON THE NORTH LINE OF LOTS 1 AND 2 OF SAID FLYNN TRACT 6, A DISTANCE OF 742.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING S87°22'12"W, A DISTANCE OF 30.00 FEET; THENCE N03°19'41"W, A DISTANCE OF 40.18 FEET; THENCE N47°53'33"W, A DISTANCE OF 73.29 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ON A 340.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 80.19 FEET, THE CHORD OF SAID CURVE BEARS N42°06'27"E, A DISTANCE OF 80.00 FEET; THENCE S47°53'33"E, A DISTANCE OF 106.07 FEET; THENCE S03°19'41"E, A DISTANCE OF 43.94 FEET; THENCE N87°22'12"E ON A LINE BEING PARALLEL WITH AND 30.00 FEET DISTANT FROM THE NORTH LINE OF LOTS 1 AND 2 OF SAID FLYNN TRACT 6, A DISTANCE OF 692.19 FEET; THENCE S03°21'12"E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.74 ACRES, MORE OR LESS.

DEDICATION:

KNOWN TO ALL MEN BY THESE PRESENTS: THAT WE, THE CITY OF NORTH SIOUX CITY, AND EUGENE AND CHERYL FLYNN, OWNERS OF THE LAND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO HEREAFTER BE KNOWN AS FLYNN TRACT 7, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE MIDAMERICAN ENERGY COMPANY, TELEPHONE COMPANY, AND TO ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES CROSSARMS, DOWNGUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES; AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION THEREON, OVER, THROUGH, UNDER, AND ACROSS A SIX FOOT (6') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN SIX FOOT (6') WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINE OF ALL INTERIOR LOTS; AND A SIX FOOT (6') WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS, OR LOOSE ROCK WALLS SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

SURVEYOR'S REPORT:

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

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE 5/8" REBAR WITH PLASTIC CAP STAMPED LS 2185, UNLESS NOTED OTHERWISE. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "LS 10675".

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

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

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

PROJECT NO. R48094.00
DATE 11/6/2018
DRAWN BY RMC
FILE NAME
FIELD BOOK N SIOUX CITY #1
FIELD CREW DF
SURVEY FILE NO.
REVIEW BY
REVIEW DATE
REVISIONS

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

[Signature]
DATE 11-19-18
CITY OF NORTH SIOUX CITY

ACKNOWLEDGEMENT OF NOTARY:
STATE OF SOUTH DAKOTA }

UNION COUNTY }

ON THIS 19th DAY OF November, 2018, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED Randy Frederickson WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, WITH ACKNOWLEDGEMENT OF EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS OWNERS.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
Pasha Handy NOTARY PUBLIC
Exp. 11-27-23
PESHA HANDY
NOTARY PUBLIC
SEAL SOUTH DAKOTA

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

11-19-18 DATE
Eugene Flynn 11/19/2018 DATE
Cheryl Flynn CHERYL FLYNN

ACKNOWLEDGEMENT OF NOTARY:
STATE OF SOUTH DAKOTA }

UNION COUNTY }

ON THIS 19th DAY OF November, 2018, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED EUGENE FLYNN AND CHERYL FLYNN, WHOSE NAMES ARE AFFIXED TO THE DEDICATION ON THIS PLAT, WITH ACKNOWLEDGEMENT OF EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS OWNERS.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
Pasha Handy NOTARY PUBLIC
Exp 11-27-23
PESHA HANDY
NOTARY PUBLIC
SEAL SOUTH DAKOTA

PLANNING COMMISSION APPROVAL:

FLYNN TRACT 7, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA WAS APPROVED BY THE PLANNING COMMISSION ON THIS 26th DAY OF November, 2018 A.D.

Don Sturten CHAIRPERSON

NORTH SIOUX CITY COUNCIL APPROVAL:

FLYNN TRACT 7, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, ON THIS 19th DAY OF November, 2018 A.D.

ATTEST: [Signature]
[Signature] MAYOR
CITY SEAL
UNION COUNTY
FINANCIAL OFFICER

CERTIFICATE OF COUNTY TREASURER:
STATE OF SOUTH DAKOTA-COUNTY OF UNION

I, Joy Hemmingson Deputy COUNTY TREASURER OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE TAXES WHICH ARE LIENS UPON THIS LAND HAVE BEEN PAID TO DATE.

Joy Hemmingson Deputy COUNTY TREASURER
November 20, 2018 DATE



CERTIFICATE OF DIRECTOR OF EQUALIZATION:
STATE OF SOUTH DAKOTA-COUNTY OF UNION

I, Tara Moskeland Admin Asst DIRECTOR OF EQUALIZATION OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT.

Tara Moskeland Admin Asst DIRECTOR OF EQUALIZATION
11-20-18 DATE
18-4984



CERTIFICATE OF REGISTER OF DEEDS:
STATE OF SOUTH DAKOTA-COUNTY OF UNION

FILED FOR RECORD THIS 20th DAY OF November AT 2:30 O'CLOCK P.M., AND RECORDED IN BOOK 35 OF PLATS ON PAGE 58 THEREIN.

Jana Lott REGISTER OF DEEDS



[Signature]
JEFFREY J. SERAFIN, LS 10675

SURVEYOR'S CERTIFICATE:

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

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

FINAL PLAT
LOTS 1 THROUGH 9 FLYNN TRACT 7

PROJECT NO. R180914.00
DATE 11/15/2018
DRAWN BY RMO
FILE NAME
FIELD BOOK N SIOUX CITY #1
FIELD CREW DF
SURVEY FILE NO.
REVIEW BY
REVIEW DATE
REVISIONS



CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]

COURTHOUSE USE ONLY
Book _____ Page _____
Ratio Card No. _____

State of South Dakota, County of Union

Seller(s): City of North Sioux City (605)232-4276
Name Phone Number
Mailing Address 504 River Drive North Sioux City SD, 57049
Street/Box Number City State/Zip Code

Buyer(s): North Sioux City Economic Development Corporation (605)232-4276
Name Phone Number
Current Mailing Address 504 River Drive North Sioux City SD 57049
Street/Box Number City State/Zip Code

NEW
Mailing Address _____ City _____ State/Zip Code _____
Street/Box Number City State/Zip Code

OWNER OCCUPIED - THIS BOX TO BE COMPLETED BY BUYER ONLY
These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.
Property is currently classified as owner-occupied YES [] NO []
Property will be occupied by buyer on (date) YES [] NO []
Property will be principal residence of buyer on the above stated date YES [] NO []
Do you own any other residential property in the United States? YES [] NO [] If yes, state location
Signature (BUYER ONLY)

Legal Description (Please include the number of acres for unplatted properties)

Lots 2, 3, 4, 5, 6, 7, 8, and 9 of Flynn Tract 7 located in Lot B of Lot A, less Lots 1 and 2 of Flynn Tract 6, and the Re-Plat of Lot 2 of Flynn Tract 1, all a part of lot A in Section 10, Township 89 North, Range 48 West of the 5th P.M., North Sioux City, Union County, South Dakota, together with the benefits and subject to the burdens of an Access Easement as created by the Plat of the subject property in Book 35 of Plats on Page 58.

Subject to easements and restriction of record, if any.

(1) Date of Instrument March _____, 2019

(2) Type of Instrument:

Contract for Deed [] Warranty Deed [x] Executor's Deed [] Mineral Deed []
Quit Claim Deed [] Trustee's Deed [] Administrator's Deed [] Gift []
Other (specify) _____

(3) Items Involved in Transaction

(a) Was this property offered for sale to the general public YES [] NO [x]
(b) Relationship between buyer and seller? YES [x] NO []
(c) Was this property sold by owner [x] agent []
(d) Actual Consideration Exchanged: \$0.00
(e) Adjusted price paid for real estate: \$0.00
(actual consideration less amount paid for major items of personal property which are listed below)

In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises): _____

(4) Was there Buyer Financing YES [] NO [x] If yes, items (a) and (b) below MUST be completed

(a) Type of Buyer Financing - check where applicable

Conventional Bank Loan [] Like Kind Exchange []
Cash Sale [] Assumed Mortgage []
FHA, FmHA, SDHA Loan [] Farm Credit Service []
Contract for Deed _____ [must complete part (b)]

(b) Contract for Deed YES [] NO []
(If yes, MUST complete items below)

Down Payment _____
Monthly/Yearly Payment _____ Interest Rate _____
No. of Payments _____ Balloon Payment _____

Signature of seller, Buyer, or agent of _____

Date _____

**CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]
As adopted by Administrative Rule 64:04:01:06.01**

The Certificate of Real Estate Value form as adopted by administrative rule must be filed with "... any deed or contract for deed dated after July 1, 1988 used in the purchase, exchange, transfer or assignment of interest in real property..."

This would include actual "deeds" such as warranty deed, quit claim deed, grantor's deed, sheriff's deed, trustee's deed, executor's deed, administrator's deed, mineral deed and similar deeds. Contract for deed would also encompass a memoranda of a contract for deed, and addenda to contracts for deed, and notice of contract for deed.

A statute exception to the form being filed is for the State of South Dakota conveying highway right-of-way (SDCL 7-9-7.3)

Documents that do NOT need to be accompanied with a certificate of real estate value are: Divorce Decree, Probate Decree, Easements.

The **Box Labeled Owner Occupied** is optional - - if it is completed, it must be **completed by and contain signature of Buyer only** - - this box cannot be signed by an agent of the buyer, or anyone else. This is important to complete so as the buyer may, if eligible, maintain the classification of owner-occupied on the property and **receive the lower property tax rate** for that classification of property.

Any questions on this should be directed to the Property Tax Division of the Department of Revenue and Regulation in Pierre, SD (605) 773-3311

INSTRUCTIONS FOR COMPLETING SD PT-56 (Rev 6/05)

<u>COURTHOUSE USE ONLY</u> – This box is for county courthouse use only	Do Not Use
Seller Information – name, phone number, current mailing address of seller	Required
Buyer Information – name, phone number, current mailing address, new mailing address of buyer	Required
Owner-Occupied – this box has information to be completed <u>by buyer only</u> . Check either Yes or No to each of the questions. For the question "Property will be occupied by buyer on:" - - fill in date that buyer will be occupying the property If the buyer owns any other residential property in the US, state where property is located	Optional
Legal Description – legal description of property involved in transaction	Required
(1) Date of Instrument	Required
(2) Type of Instrument – check which type of instrument is being recorded	Required
(3) Items involved in Transaction	
(a) Offered for sale to the general public - -was general knowledge that the property was for sale – does not mean it had to be listed with a realtor.	Required
(b) Relationship between buyer and seller	Required
(c) Was the property sold by the owner or an agent	Required
(d) Actual Consideration Exchanged	Required
(e) Adjusted price paid for real estate – actual consideration less any major items of personal property for which consideration was paid.	Required
List major items of personal property involved in transaction, if any	Optional
(4) Was there Buyer Financing	Required
If yes - - must complete part 4(a) and 4(b)	
(a) Type of Buyer Financing – check type of financing	
(b) Answer if contract for deed	
If yes – must complete all items requested	
Signature – Signature of seller, buyer or an agent, declaring an agent of whom	Required
Date	Required

WARRANTY DEED

CITY OF NORTH SIOUX CITY, a South Dakota municipal corporation, whose mailing address is 504 River Drive, North Sioux City, South Dakota 57049, GRANTOR, for and in consideration of the sum of One and no/100 Dollar (\$1.00) and other good and valuable consideration GRANTS, CONVEYS, and WARRANTS to the **NORTH SIOUX CITY ECONOMIC DEVELOPMENT CORPORATION**, a South Dakota non-profit corporation, GRANTEE, whose mailing address is 504 River Drive, North Sioux City, South Dakota 57049, any and all of its right, title and interest in the following described real estate in Union County, South Dakota:

Lots 2, 3, 4, 5, 6, 7, 8, and 9 of Flynn Tract 7 located in Lot B of Lot A, less Lots 1 and 2 of Flynn Tract 6, and the Re-Plat of Lot 2 of Flynn Tract 1, all a part of lot A in Section 10, Township 89 North, Range 48 West of the 5th P.M., North Sioux City, Union County, South Dakota, together with the benefits and subject to the burdens of an Access Easement as created by the Plat of the subject property in Book 35 of Plats on Page 58.

Subject to easements and restrictions of record, if any.

Transfer Tax: None. Exempt 43-4-22(2)

DATED this ____ day of March, 2019.

CITY OF NORTH SIOUX CITY

BY: _____
Randy Fredericksen
Its: Mayor

BY: _____
Michael Hamm
Its: Finance Officer

--GRANTOR

STATE OF SOUTH DAKOTA, UNION COUNTY, ss,

On this _____ day of March, 2019, before me, the undersigned officer, personally appeared Mayor Randy Fredericksen and Michael Hamm, 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 Michael Hamm as City Finance Officer, to execute the foregoing Quit Claim Deed 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: _____



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: 3/18/2019
Re: Culvert Repair Update

Background: a representative from JEO will be at the Council meeting to update the elected officials on the culvert repair and the Big Sioux River issues.

Financial Consideration: None

Recommendation: None

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 3/18/2019
Re: Building Inspector Contract

Background: Previously the Council had asked to review the contract the City has with Gary Roan as the building inspector.

The contract was signed in January 2009. Currently the City pays Gary \$40 per inspection and \$50 for each meeting of the Planning Commission he attends. Additionally, the City pays \$140 per month for Gary to carry liability insurance.

The Contract specifically calls out the 2003 International Building Code. This will need to be updated to ensure the City is working off of the current code. An ordinance will need to be presented with the other zoning changes that need to come forward.

Council also previously asked for variance information. The 2018 variance requests are listed below

Meeting Date	Property Owner	Address	Request	Action
June 27	Karpuk	27 Northshore	Side Yard Setback	Tabled
August 8	Scott Lorenzen	641 Lakeview Dr	Rear Yard Setback	Denied
October 10	HRC	924 Wildflower Bend	Garage Placement	Approved
October 10	Dale Hayden	200 Main	Front Yard Setback	Approved
2 Variance Requests			Rear Yard Setback	
October 24	NSCEDC	Flynn Business Park	Final Plat Approval	Approved
November 28	Karpuk	27 Northshore	Side Yard Setback	Approved

Financial Consideration: n/a

Recommendation: informational about Building Inspector contract. Discussion only at this time.

INDEPENDENT CONTRACTOR AGREEMENT

THIS Independent Contractor Agreement made and entered into this 5 day of January, 2009, with an effective date of January 5, 2009 by and between the CITY OF NORTH SIOUX CITY, a South Dakota municipal corporation, hereinafter referred to as "CITY" and Gary Roan d/b/a GARY ROAN CONSTRUCTION, INC., hereinafter referred to as "ROAN CONSTRUCTION".

WITNESSETH:

WHEREAS, CITY has a need for professional building inspection services for residential and commercial structures to be performed within the boundaries of the CITY;

WHEREAS, Gary Roan d/b/a ROAN CONSTRUCTION, INC. has expertise and experience in the contracting, building construction and building inspection areas and are able to perform the duties under this contract independently, and free from control or direction, and

WHEREAS, the parties hereto desire to enter into an independent contractor arrangement;

NOW, THEREFORE, FOR AND IN CONSIDERATION of their mutual promises and covenants, the sufficiency of which is acknowledged, it is hereby agreed as follows:

1. Independent Contractor Relationship. CITY will not exercise any independent dominion or control over ROAN CONSTRUCTION'S services and ROAN CONSTRUCTION acknowledges that by accepting this arrangement, it is obligated and responsible independently to accomplish the building code inspection services for residential and commercial buildings within the boundaries of the CITY on an as needed basis.
2. Compensation. CITY agrees to pay ROAN CONSTRUCTION a sum of Forty Dollars (\$40.00) per inspection, defined as footing, framing or finish inspections. Further CITY agrees to pay ROAN CONSTRUCTION Fifty Dollars (\$50.00) for attendance at Planning and Zoning Commission meetings. Said payments shall be payable by the CITY on a quarterly basis upon receipt of an itemized invoice from ROAN CONSTRUCTION.

ROAN CONSTRUCTION and Gary Roan individually specifically acknowledges that this is 1099 income and no withholding is required, and Gary Roan individually or through ROAN CONSTRUCTION will report independently on their income tax return earnings paid under the terms of this Independent Contractor Agreement and pay any all taxes associated therewith.

3. Performance. ROAN CONSTRUCTION agrees to perform inspection services upon request for new and remodeled, residential and commercial buildings located within the boundaries of the CITY, to include at a minimum footing, framing and final inspections, the timing of which are to be determined in ROAN CONSTRUCTION'S discretion. Said inspections are to ensure the construction complies with the 2003 International Building Code as adopted by the CITY via ordinance.
4. Supplies/Costs. ROAN CONSTRUCTION acknowledges that any vehicle, and all supplies, equipment or other out-of-pocket expenses necessary to perform the services outlined herein will be provided solely by ROAN CONSTRUCTION at its expense.
5. Termination. Either party may terminate this agreement in their sole discretion and without cause upon thirty (30) days written notice.
6. Other Contracts. CITY acknowledges that ROAN CONSTRUCTION is in no way restricted by this agreement to provide the same or similar services to the general public, other municipalities or other public bodies.
7. Indemnification/Hold Harmless. ROAN CONSTRUCTION and Gary Roan individually agree to indemnify and hold CITY harmless for any and all liabilities arising out of the performance of this Agreement relating to all employee matters, employee payroll taxes, and the payment of all applicable federal, state and local taxes, including but not limited to workers compensation claims, unemployment insurance claims or mandated benefits related to any alleged employment, federal, state or local taxes, interest and any and all fines.
8. Insurance. The CITY hereby agrees to pay the sum of One Hundred Twenty Five Dollars (\$125.00) per month to ROAN CONSTRUCTION for purposes of paying premiums for a liability insurance policy. This premium reimbursement may be adjusted annually by mutual agreement of the parties. The CITY shall not carry ROAN CONSTRUCTION on its insurance policy.

Further, in January of each year this Agreement is in effect ROAN CONSTRUCTION shall provide a copy of an ACORD insurance binder to CITY reflecting proof of said insurance insuring the services provided under this Agreement by ROAN CONSTRUCTION.

9. Benefits. ROAN CONSTRUCTION acknowledges that no benefits will be provided under this contract, including but not limited to health insurance, life insurance, disability insurance, or other statutory benefits required to be provided by an employer, such as workers' compensation insurance and unemployment insurance.

Dated this 8 day of January, 2009.

CITY OF NORTH SIOUX CITY

BY: Don Fuxa
Don Fuxa, Mayor

ATTEST: Tonya Rubida
Tonya Rubida, Finance Officer

GARY ROAN CONSTRUCTION, INC.

BY: Gary Roan Corp Pres.
Gary Roan, President

Gary Roan
Gary Roan, Individually