



## **Regular Meeting of the City Council**

May 20, 2019 – 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: May 6, 2019 Regular Meeting
- F. Agenda Items
  - 1. Economic Development Presentation
  - 2. Flynn Street Name
  - 3. 2019 Fireworks Applications
  - 4. 2019 Alcohol Application Renewals
  - 5. 2019 Dump Truck Bid
  - 6. JEO Levee Contract Amendment
  - 7. Master Planning Contract
  - 8. Streeter Drive Chip Seal Contract
  - 9. Splash Pad Design Contract
- G. Community and Council Input
  - 1. Pickin' in the Park – June 29 10am-6pm – Adam's Nature Center
- H. Executive Session\*
  - 1. Personnel
- I. Approval of Bills
- J. Adjournment

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

**UNAPPROVED**  
**North Sioux City, South Dakota**  
**City Council Regular Meeting Minutes**  
 May 6, 2019

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

Mayor Fredericksen led the Pledge of Allegiance.

Motion by Benson second by Berg to approve the agenda as presented with the following corrections. All members present voted aye.

1. Add Doug Berg, Ward 3, to the Swearing in of Mayor and Council Members.

Motion by Green second by Carpenter to approve the Regular Council Meeting Minutes of 04/15/2019. All members present voted aye.

Motion by Green second by Benson to approve the Special Council Meeting Minutes of 04/22/2019. All members present voted aye.

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

AM UNDRGRND SUPP	136.65	WTR PLANT-SVC SADDLE, BALL
BNFT ADMNSTRTN	102.00	MAY2019 HRA FEE
BRSCHBCH EQPMNT & SUPP	2628.00	FLOOD PUMPS
BOMGAARS	647.16	GLOVES (3), TAPE (3)
C. W. SUTER SVCS	141.75	CH-BOILER REP
CNTR POINT LGE PRINT	137.82	BOOKS (6)
CRTFD TSTING SVCS	2645.00	2018 PVVG FLYNN PROJ
CITY OF SIOUX FALLS	159.50	1QTR2019 BCTR WTR TESTS
COAST TO COAST SLTNS	280.83	PD-SHIELD SHAPED STCKR (250)
CLNL LIFE	151.80	APR2019 PREM 04/12, 04/26
CNSMR SUPPLY	82.00	BULK WTR RFD
CRARY, HUFF, INKSTER, SHEEHAN	5606.00	APR2019 LEGAL FEES
DAKOTA DOCKS, CLG, LLC	2093.00	BOAT DOCK
DAKOTA VALLEY SCHLRSHIP COMM	2500.00	2019 SCHLRSHIP DNTN-FIVE
DEMCO, INC	50.30	LIB SUPPLIES
DOCMNT DPOT & DSTRCTN	45.00	SHREDDING (1 BIN)
THMPSON INNOVTN	1630.00	APR2019 TECH SUPP
FOUR SEASONS NORTH	274.50	MAY2019 FITNESS CHGS
FRNTR CNSLTNTS, INC	427.50	FLYNN PROJ
GCR TIRES & SVC	254.15	PAYLOADER TIRE REP
GILL HAULING	4680.64	2019 SPRING CLEAN-UP/42.63 T
H&W CNTRCTNG, LLC	35450.00	2017 WTR DISTRIBUTION PROJ
HAWKINS, INC	2697.58	CYLINDER (11)
CORE & MAIN LP	1425.00	SIOUX PT RD RISER
PETER HOLBROOK	250.00	1QTR2019 P&Z MTG
ICMA MEMBERSHIP RNWLS	699.20	CITY MGR ASSOC ANNUAL
INGRAM LIB SVCS	956.67	BOOKS (81), DVD
JACK'S UNFRMS & EQUIP	119.95	CLTHNG ALLOWNC
JENSEN SPRINKLER	344.11	CH-RPLCD 2 BRKN HEADS & NOZZLE
JEO CNSLTNG GROUP	7227.50	FLYNN/ENGINEERING SVCS
KEVIN ODELL ELECTRIC, INC.	649.61	FLYNN LIFT STATION-RPLC HEATER
LINDEN, BAYNE	250.00	1QTR2019 P&Z MTG
MIDWEST TAPE	44.98	DVD'S (2)
MITCHELL, DAVE	100.00	1QTR2019 P&Z MTG
NOVELTY MCHN & SUPP	157.62	BLWR BELT-LAGOON
NSC AUTO REPAIR	3613.28	UNIT 4-REP
O'REILLY AUTOMOTIVE, INC.	172.73	PD-UNIT 4 BATTERY
OFFICE SYSTEMS CO	145.93	COPY & LEASE EXP
OLSON, DAN	200.00	1QTR2019 P&Z MTG
ONE OFFICE SLTN	254.37	PD OFFICE SUPP
PETAL PUSHER	50.95	FLWRS

PRESTO-X CO	226.00	APR2019 PEST CNTRL
PROSOURCE SPCLTS LLC	112.11	LIB-MAGNETS (250)
QUAM, BERGLIN, & POST PC	3250.00	2019 ANNUAL RPT CMLPTN
RECORD PRINTING	250.96	CMTRY MAPS (7)
GARY ROAN	1020.00	INSPECTIONS (11)
SCHIMBERG CO	180.84	LAGOON PARTS (52)
SD DEPT OF LABOR	1206.00	UNPLYMNT-KLOOSTRA
SD DEPT OF HEALTH	391.00	BOD, SOLIDS, SULFATE
SEAFOG	30.00	2019 MEMBRSHIP
SIOUX CITY FENCE	769.93	CAMPBELL ST-RPLC DAMAGE PANELS
SPARKLE & SHINE CLNG SVCS	1451.25	APR2019 CLNG
STERLING CMPTRS	82.00	BULK WTR RFD
STOREY KENWORTHY	137.86	LIB-BUSINESS CARDS (500)
STREETER, DONALD	250.00	1QTR2019 P&Z MTG
UNION CTY ABSTRACT & TITLE CO	175.73	SEARCH FEE
USABLUEBOOK	3767.01	LAGOON BLWR
VANDER POL EXCAVATING, LLC	54601.85	BIG SIOUX RIVER BANK LEVEE
VERIZON WIRELESS	721.59	APR2019 CELL CHGS
WOODBURY CTY EMERG SVCS	444.64	MAY2019 STARCOMM

Motion by Parks second by Cropley to adjourn the last meeting of the 2018-2019 Council at 6:03 p.m. All members present voted aye.

Meeting called back to order at 6:03 p.m. by Mayor Fredericksen. Roll was taken. Benson, Berg, Blaeser, Carpenter, Cropley, Green, Parks, and Slater were present.

Finance Officer Hamm administered the elected official's oath: Randy Fredericksen (Mayor), Lonnie Green (Ward 1), Lesa Cropley (Ward 2), Kodi Benson (Ward 3), Doug Berg (Ward 3), and Rodd Slater (Ward 4).

Mayor Fredericksen requested nominations for the council president position. Motion by Green second by Benson to nominate Dan Parks as president. All members present voted aye, electing Dan Parks as president.

Mayor Fredericksen then requested nominations for the council vice president position. Motion by Green second by Cropley to nominate Doug Berg as council vice present. All members present voted aye.

Mayor Fredericksen presented his recommendations to the Council for municipal appointments.

Appoint Darrell Jesse as City Attorney, Sabrina Sayler as Assistant City Attorney, Rich Headid as Chief of Police, and Mike Hamm as Finance Officer: Motion by Parks second by Cropley to approve the appointment. All members present voted aye.

Ashley Verdoorn, Leslie Parker, Tami Voegeli, and Tena Carpenter presented the Council with an update on the Parks Board. They are currently working on a mission statement and goals. They would also like to put together a 5-10 year plan. Carpenter asked if they could utilize city workers for the repairs to the parks. Carpenter said that she would like to see some or all of the North Sioux City Parks handicap accessible. Slater would like to see updates to the basketball courts to get more youth to utilize them. There was discussion on the splash pad and what the ongoing cost is going to be.

Motion by Slater second by Green to approve the Parks Board request to update Memorial Park at a cost of \$1,221. All members present voted aye.

Kim Luken volunteered to donate the money for the Memorial Park update. The Council thanked her for her donation.

Greg Meyer was on hand to give the Council options on South Derby Construction. Meyer gave the Council 3 options for the liquidated damages. Meyer also gave the Council a punch list of items yet to be completed as well as a list of panels that did not meet his requirements. The Council was ok with going with Option #1 to

include the punch list items 1-9, to close out the contract with VanderPol Excavating, and to hire someone to grind down the existing panels.

Motion by Carpenter second by Benson to approve the change order for the Flynn Infrastructure Project due to soil conditions that were found in the area where the subgrade had to be removed because of the amount of tree roots at a cost of \$4,896. All members present voted aye.

Motion by Parks second by Berg to approve the Levee Repair Change Order #1 in the amount of \$18,245. All members present voted aye.

Motion by Parks second by Carpenter to approve the Levee Repair Change Order #2 in the amount of \$27,436.31. All members present voted aye.

Police Chief Headid presented to the Council current citation statistics to the Council.

Motion by Carpenter second by Parks to approve appointing Kodi Benson to the Sioux City Planning District. All members present voted aye.

Motion by Slater second by Berg to accept the Certificate of Substantial Completion for the 2017 Water Project to replace the water lines on North Derby and Suncoast. All members present voted aye.

A five-minute recess was taken.

Motion by Slater second by Benson to approve sign option #2 for the Senior Center with the following changes. All members present voted aye.

1. Take off North Sioux City from the top.
2. Add Where you want to be at the bottom.
3. Have two signs, one on the east and one on the south sides of the building.

A discussion was held on the times of the Council Meetings. Slater stated that it was difficult for community members to make the 6pm. Slater also stated that the council meetings have been held at 7pm for a number of years and he didn't want to disqualify someone who may wish to run for council in the future if they had issues with making the 6pm time work. Berg said he liked the 6pm times because it allowed him to get home earlier. Cropley also said she liked the 6pm start time. Blaeser said he thought 6pm would work for him but after doing it he would prefer to go back to 7pm.

Motion by Slater second by Green to approve moving the council meeting times from 6pm to 7pm. Roll call taken. Aye votes; Green, Blaeser, Carpenter, Parks, Slater, and Benson. Nay votes; Berg and Cropley.

A discussion was held on the Councils Pay. Council pay has not changed since 2004. Ted provided the council with a list of other City Council pays. Carpenter said she didn't run for Council because of the pay. Mayor Fredericksen said the Special Meeting pay needs to be looked at. Cropley said she feels the Council does not need a raise at this time. Parks said if suggestions are made anonymously they don't need to come in front of the Council and that he didn't see the need for a raise at this time.

Motion by Cropley second by Benson to approve the Retail Fireworks License for Lantis Fireworks. All members present voted aye.

Finance Officer Hamm presented the Council with the City's 2018 Annual report prepared by Quam, Berglin, & Post for their review.

Carpenter wanted to know if they are going to be spraying for dandelions by the exercise equipment along the trail.

Motion by Parks second by Cropley to move into executive session at 8:09pm for personnel reasons. All members present voted aye.

Regular session resumed at 8:27pm

Motion to adjourn by Parks second by Benson at 8:30. All members present voted aye.

**Approved**

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

**Attested**

\_\_\_\_\_  
**Mike Hamm, 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: 5/20/2019  
Re: Economic Development Update

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**Background:** Andrew Nilges will present current information on the Economic Development Corporation and what has come out of the site visits with the local companies.

**Financial Consideration:** N/A

**Recommendation:** N/A



## North Sioux City Economic Development Corporation Business Retention & Expansion Program Summary Report

504 River Dr.  
North Sioux City, SD  
57049

p. 605-232-4510  
f. 605-232-0505

[Andrew.nilges@northsiouxcitydevelopment.com](mailto:Andrew.nilges@northsiouxcitydevelopment.com)  
[www.northsiouxcitydevelopment.com](http://www.northsiouxcitydevelopment.com)

## Business Retention & Expansion Program Introduction

Each year the North Sioux City Economic Development Corporation (NSCEDC), in collaboration with MidAmerican Energy, conducts formal interviews called Business Retention & Expansion (BR&E) visits with local employers. The purpose of these visits are to encourage retention and expansion, demonstrate appreciation for businesses, and identify their needs, future plans, opportunities to provide improved services, and potential barriers to growth.

BR&E visits are one of, if not the most important task done in economic development. These visits help create a stable local economy by identifying barriers to and opportunities for growth. Having stability in the tax base, job availabilities, and economic activity in the community is of upmost importance. Studies show that 80-90% of job creation within communities, especially smaller communities, come from existing businesses rather than business attraction. This has become truer in recent years as the trend nationally has shown fewer large scale projects available for communities to pursue. We have seen that to be the case in North Sioux City as Requests for Information (RFI) from the State and other sources have declined significantly over the past approximately five years.

## Interview Method

The NSCEDC and MidAmerican Energy utilize a program called Synchronist during BR&E visits. Synchronist has 33 questions covering topics such workforce, utilities, community services and more. This program is utilized by MidAmerican in BR&E visits throughout their service territory. Their service territory is primarily in Iowa, but does extend into Southeast South Dakota. Upon completion of BR&E visits throughout MidAmerican's service territory, they complete what is called the Best of Iowa Report. The Best of Iowa report summarizes the data gathered during these visits and serves to guide economic development organizations.

## Businesses Visited

A total of 9 businesses were visited by the NSCEDC and MidAmerican Energy between January and March 2019. Companies visited were larger employers and primary employers – industries which produce and export goods, such as manufacturers. Due to the small sample size the business names have not been disclosed in order to protect confidentiality. 4 additional businesses were contacted but declined to participate.

## Use of the Data Gathered

Upon completion of each visit, immediate follow-up is conducted with businesses in order to thank them for their time and address items discussed during the visit. Examples of past items addressed are scheduling a police walk through to get familiar with the business layout, connecting businesses with State resources, arranging marketing opportunities, and more. This initial follow-up typically addresses issues or opportunities that can see action taken immediately.

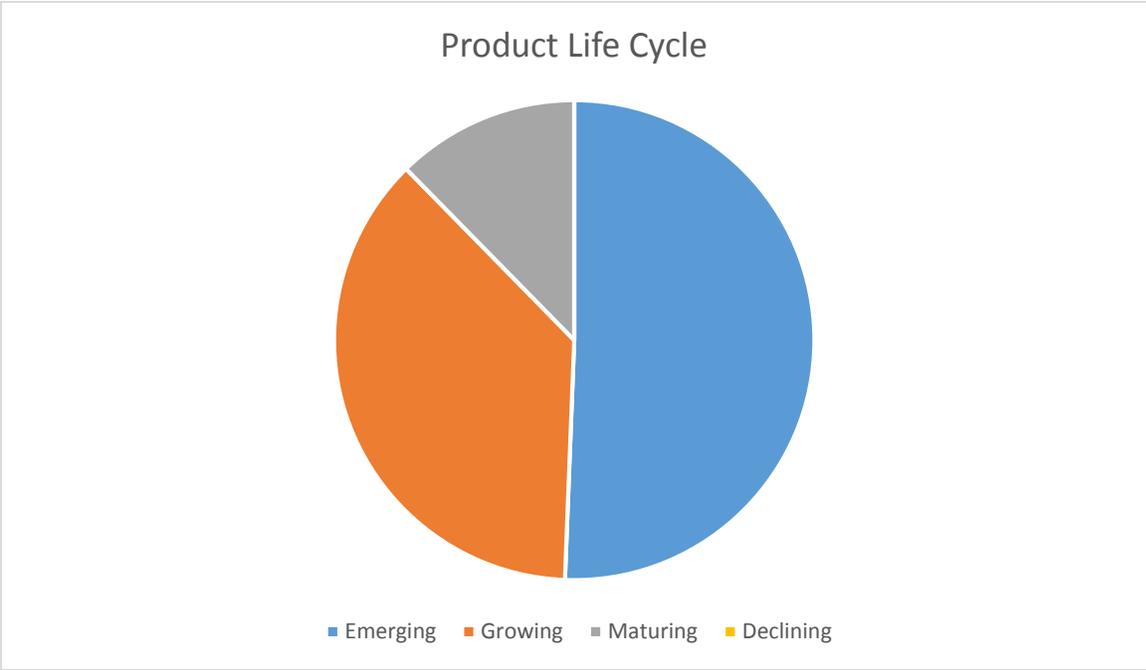
Information learned also provides a guide for the NSCEDC on how to prioritize its efforts and how to best support the business community. Non-confidential information can be shared with key partners such as the City of North Sioux City, State of South Dakota, Siouxland Chamber, and other partners. The business community's perspective is important in planning efforts such as the Streetscape Master Plan and other long-term planning efforts. Last, the information proves useful in lobbying trips to Pierre, Washington D.C., and other conversations with the State, elected officials, and other partners.

## Quantitative Data

The companies were asked questions throughout the interview which could be measured numerically. Questions ranged from expansion to plans, new products, and community services. The following pages highlight the results.

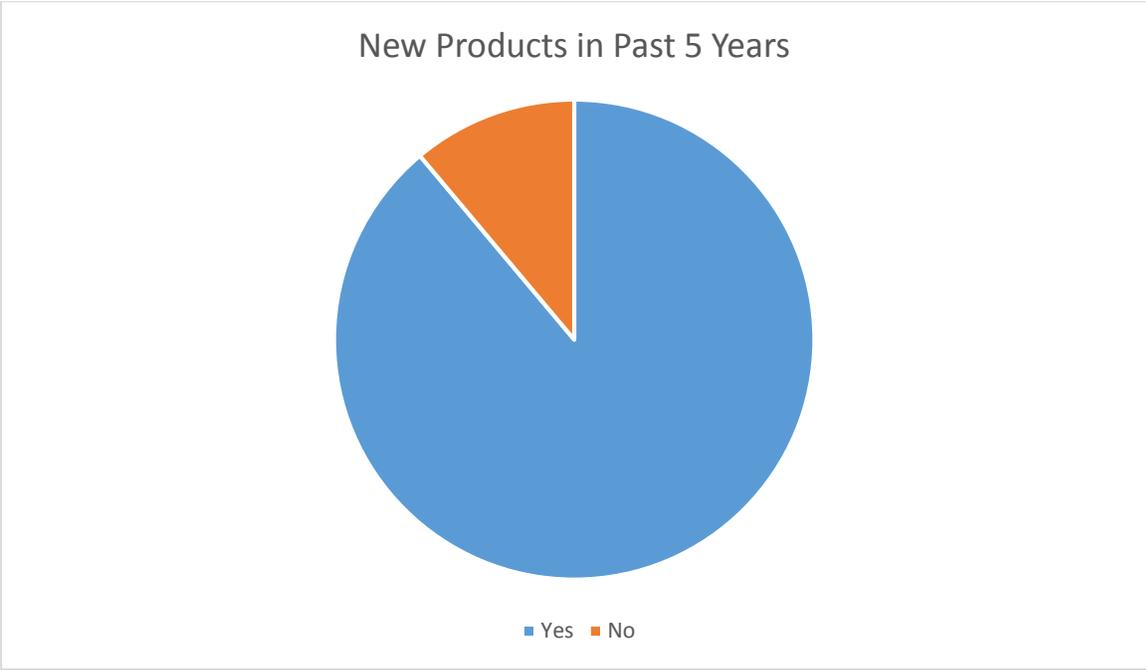
## Product Life Cycle

7 of the 9 companies reported their product is either growing or emerging. 2 companies reported their products are maturing. 0 companies reported their product is declining.



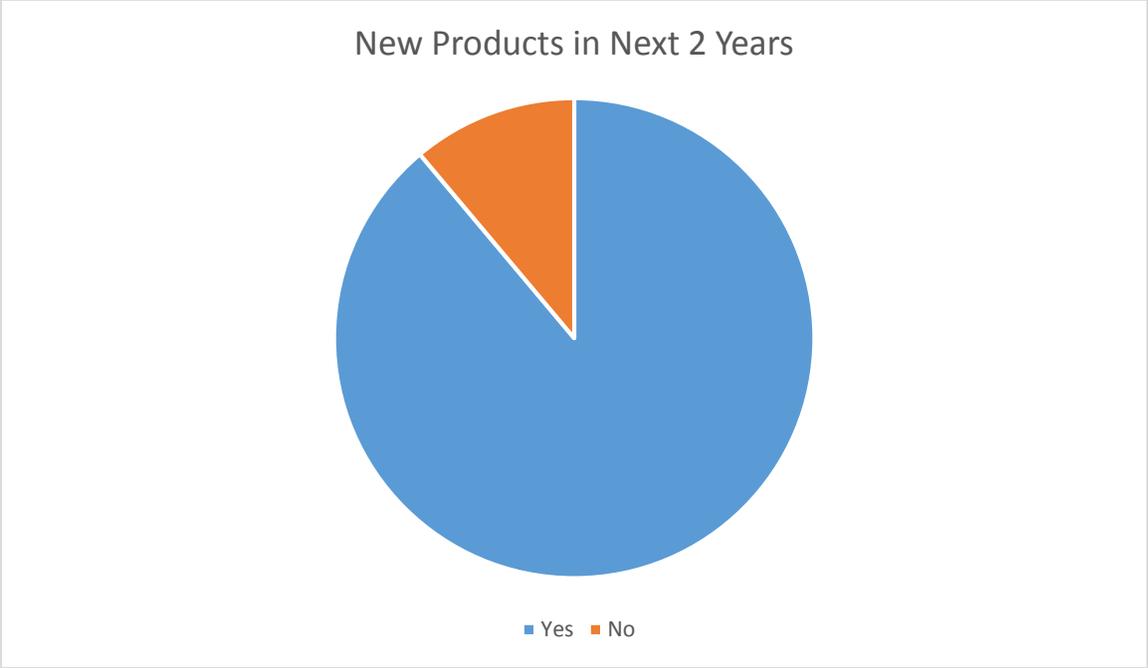
## New Products in Last 5 Years

8 of the 9 companies interviewed stated they have introduced new products in the past 5 years.



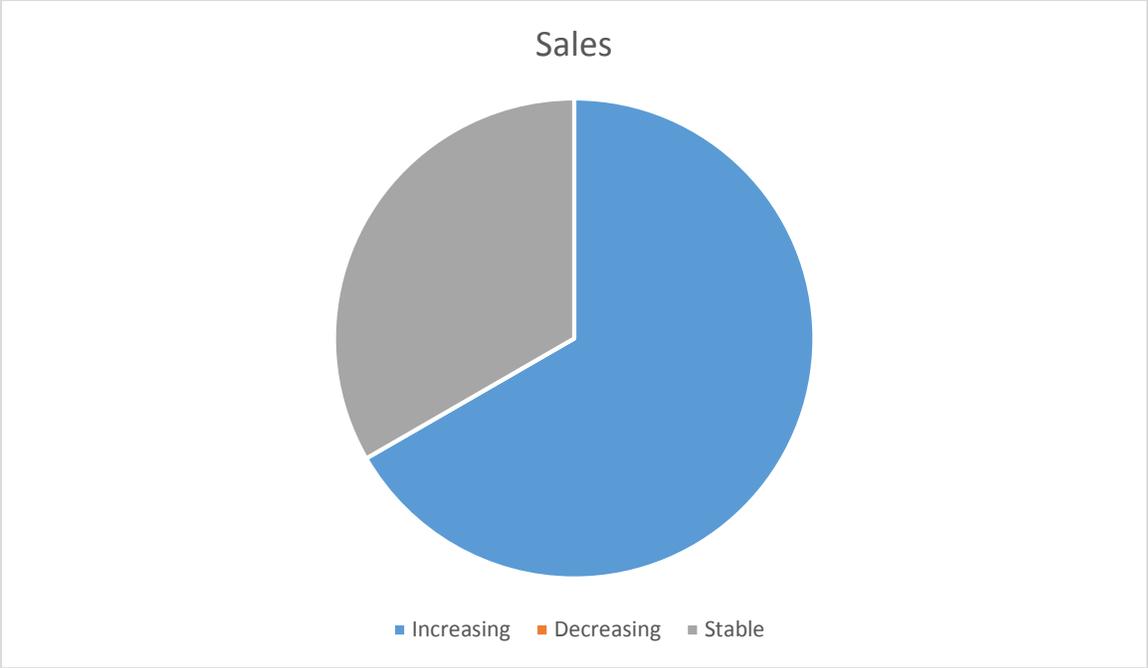
New Products in Next 2 Years

8 of the 9 companies interviewed stated they plan to introduce new products in the next 2 years.



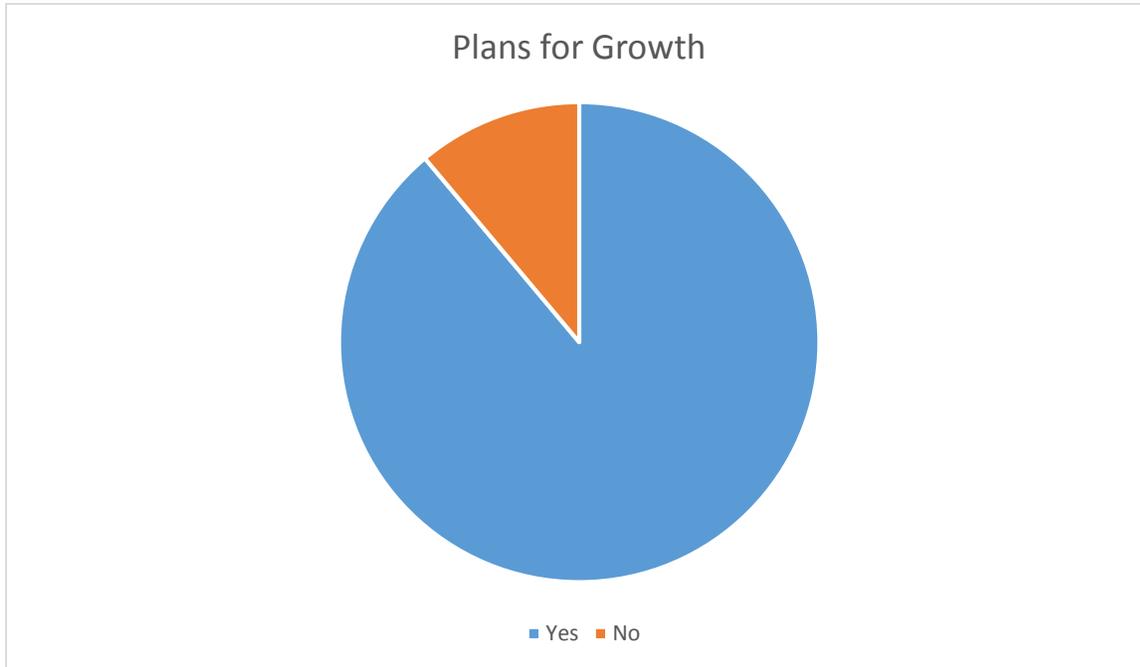
Sales Increasing, Stable or Decreasing

6 companies stated sales are increasing and 3 reports sales are stable. 0 companies reported declining sales.



## Growth Plans

8 of the 9 companies informed they have plans for growth. Growth could come in the form of an expansion, new equipment or technology, or hiring.



## Workforce

Companies were asked to rate the availability of workforce in the community of a scale of 1-7 with 1 being low and 7 being high. Below are results. The average rating was a 2.5.



## Community Services

Companies were asked to rate the quality of services in the community of a scale of 1-7 with 1 being low and 7 being high. Below are results. The numbers are the average of all responses.

Police Protection	6
Fire Protection	6.3
Ambulance Paramedic Services	6.4
Health Care Services	6
K-12 Schools	5
Tech/Comm. Colleges	5.6
Colleges/Universities	6.1
Public Transportation	4.4
Traffic Control	5.1
Local Streets	5.4
Highways	5.2
Airline Passenger Services	3.9
Air Cargo Services	5.75
Trucking	4.7
Property Tax Assessment	4.9
Zoning Changes/Building Permits	5.7
Regulatory Enforcement	5.9
Community Planning	5.8
Community Services	5.2
County Services	5.3
Chamber of Commerce	6
Economic Developments Orgs.	6.2
Workforce Services	5.3

## Summary – Opportunities for Growth/Positive Themes

Overall, the business community in North Sioux City is in a healthy position. Businesses are reporting strong sales, increases in investment, and plans for growth. They are pleased with the support received from the City of North Sioux City, State of South Dakota, NSCEDC, and other organizations such as the Siouxland Chamber and Dakota Valley School District. Businesses were complimentary of the Police and Fire Departments, the quality of snow removal this winter, Streetscape planning, infrastructure, and the upgrade made to North Derby Ln. They also reported North Sioux City and the State of South Dakota are easy places to do business due to their responsiveness, cost of living, and low cost of doing business.

Businesses enjoy North Sioux City's physical location. Specifically, its proximity in the center of the country, to Sioux City, and to the interstate. They also enjoy being in South Dakota due to its tax climate while still being close to a large population area and transportation routes. Last, while there is a shortage of workers, they do say that the workers here have great work ethic.

## Summary – Barriers to Growth/Negative Themes

By far and away, the leading issues the companies reported were a lack of workforce and lack of affordable housing. All of the companies visited reported a lack of workers – both skilled and unskilled workers. With the unemployment rate so low it is a challenge to find quality workers, as well as retain workers. High turnover is an issue with people able to switch jobs so easily.

The companies stated that a lack of affordable housing is a significant barrier to attracting and retaining workers. The majority of the companies interviewed said that more affordable housing options need to be available so they can better attract workers and keep workers who don't live in North Sioux City/Southeast South Dakota. Again, workforce and affordable housing are the leading barriers to growth.

Other concerns were relatively minor in comparison to the concerns of workforce and affordable housing availability. Other concerns included competition for cold storage, construction on I-29, and flight options out of the Sioux Gateway Airport.



# 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: 5/20/2019  
Re: Flynn Business Park Street Name

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**Background:** There has been a lot of discussion back and forth with the NSCEDC on providing a meaningful street name to the Council for the new street that is being built in Flynn. The Board has decided to recommend “Prosperity Way”.

**Financial Consideration:** N/A

**Recommendation:** Administration would recommend the approval of “Prosperity Way” being accepted as the street name in the new Flynn Business Park addition.



## 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: Mike Hamm, Finance Officer  
Date: 05/14/2019  
Re: Fireworks License

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**Background:** North Sioux City Ordinance 5.16.020 prohibits fireworks sales without first obtaining a license from the City. Once approved, owner(s) will receive their license along with our ordinance outlining safety regulations.

The following applications have been received.

American Fireworks                      Retail License (SD permit and payment have been received)

**Financial Consideration:** License & Permit Revenue.

**Recommendation:** Motion to approve the applications as presented, pending receipt of SD Fireworks Permit.

/mjh



ANNUAL FIREWORKS PERMIT APPLICATION

2019 CALENDAR

YEAR (Expires January 2 of

following year) ANNUAL FEE:

\$1,250.00

LICENSE TYPE: [X] Retail [ ] Wholesale

Business Name/dba: American Fireworks

Owner Name: Betty McManaman

Business Address: (498) 198 South Derby lane, N. Sioux City, SD 57049

Business Phone No.: 712-253-5399

Mailing Address: Po Box 285 N. Sioux City, SD 57049

Nearest Cross Streets/ Intersection: South Derby lane Campbell st

SD Fireworks Permit No. R 117-19 [ ] Copy Attached

SD Sales Tax No. 1007-7643-5+ [ ] Copy Attached

- Anticipated Sales Dates: [ ] May 1 - Jul 5 Special Retail Fireworks (out-of-state residents only sales)
[X] Jun 27 - Jul 5 Retail Fireworks (general sales)
[ ] Jul 6 - Aug 3 Optional Retail Fireworks (out-of-state residents only sales)
[ ] Dec 28 - Jan 1 Retail Fireworks (general sales)

Name of Applicant: Betty McManaman

Applicant Phone No.: 712-253-5399

North Sioux City Ordinance 5.16 requires a license for sales of "Permissible Fireworks" within the corporate limits of North Sioux City. It also states fireworks may be sold only at such times as allowed by the State of South Dakota, as defined in Codified Law Titles 34-36 and 34-37.

The undersigned applicant certifies, that he/she has received a copy of City Ordinance 5.16, sections 5.16.010 - 5.16.170 inclusive, and that he/she will comply with these ordinances, furthermore he/she will be at all times in compliance with all other City ordinances and the applicable laws of the State of South Dakota.

Date: 5/14/19 Signature: Betty McManaman

Zach 712-253-3464

RECEIVED BY [Signature] DATE 5/14/19 FOR OFFICE USE ONLY CHECK/MONEY ORDER/CC: 1030-29363

1000010011A

**SOUTH DAKOTA FIREWORKS  
LICENSE**

Office of the State Fire Marshal  
Pierre, South Dakota

**BETTY MCMANAMAN  
AMERICAN FIREWORKS  
PO BOX 285  
N SIOUX CITY, SD 57049**

DATE ISSUED: **Monday, May 06, 2019**

**LICENSE #:R 117-19**

**TYPE OF LICENSE:**

**Retail Fireworks License \*\*\*\*\* Valid: June 27 - July 5, 2019 \$25.00**

CHECK NUMBER: 1026

LICENSE OUTLET LOCATED **198 S DERBY LN, N SIOUX CITY**

CERTIFIED BY:



**LICENSE MUST BE DISPLAYED AT LOCATION**



© GOES 748

BETTY MCMANAMAN  
AMERICAN FIREWORKS  
PO BOX 285  
NORTH SIOUX CITY, SD 57049-0285

May 09, 2019

Dear BETTY MCMANAMAN

Below is your current South Dakota tax license. It is **non-transferable** and shall be valid only for the person or entity named on the license. The license is for the transaction of business at the **place** designated on the license. The license is to be conspicuously displayed at the place of business.

Please review your information and contact our department if there are any changes in ownership, names, or addresses. If you have a Streamlined sales tax license any changes must be made through the Streamlined Registration System at [www.streamlinedsalestax.org](http://www.streamlinedsalestax.org).

For more information, visit our website at <http://dor.sd.gov>, call the Department of Revenue at 1-800-829-9188 weekdays from 8:00 am to 5:00 pm Central Time or e-mail us at [bustax@state.sd.us](mailto:bustax@state.sd.us). Thank you.

**Website:** <http://dor.sd.gov>

**SD EPath:** <http://dor.sd.gov/EPath>



<http://dor.sd.gov>

ISSUE DATE: 06/27/2019

EXPIRATION DATE: 07/05/2019

LICENSE NUMBER: 1007-7643-ST

LICENSE TYPE: Sales Tax

ISSUED TO:

BETTY MCMANAMAN  
267 W SAWGRASS TRL  
DAKOTA DUNES, SD 57049

Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby issued to the below named. This license remains the property of the state of South Dakota and while in possession of the person to whom issued, entitles the licensee to transact whatever business or activity is specified on this license, until this license expires or is cancelled.

AMERICAN FIREWORKS  
198 S DERBY LANE  
NORTH SIOUX CITY, SD 57049

A handwritten signature in black ink that reads "Jim Terwilliger". The signature is written in a cursive style.

Jim Terwilliger  
Secretary of Revenue

NON-TRANSFERABLE



# 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: Mike Hamm, Finance Officer  
Date: 05/14/2019  
Re: Alcohol License Applications

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**Background:** The following businesses are requesting renewal of their Alcohol Licenses. Applications have been reviewed using the Department of Revenue’s requirements and fees have been paid.

1. Bet on Brown – 10 Licenses
2. Brown Aces Inc – 3 Licenses
3. Dakota Rose Inc – 3 Licenses
4. Glass Slipper Inc – 1 License
5. Intrepid Ventures Operating, LLC – 4 Licenses
6. Kueenland II Inc – 1 License
7. Miller Liquor Inc – 2 Licenses
8. Quan Holdings Inc – 3 Licenses
9. She Be Inc – 12 Licenses
10. World Wide Holdings Inc – 6 Licenses
11. Zort Brothers Inc – 5 Licenses

**Financial Consideration:** Increase to revenue for licensing fees and sales tax payments.

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

/mjh

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

# 2019-2020

License No. RB-2142

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2142  
FREEWAY CLARK SUITE 2142  
1312 RIVER DR STE 2142  
NORTH SIOUX CITY, SD 57049-3000

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

Business Telephone #: 712-251-8115

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

CITGO lot of block 1, west the south  
202 ft of Siskak park, 1st Addition  
in the NW 6.574 of Sec 15/T89N/R  
48W, 572 pm, NSD, SD, Union

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-8671-STC

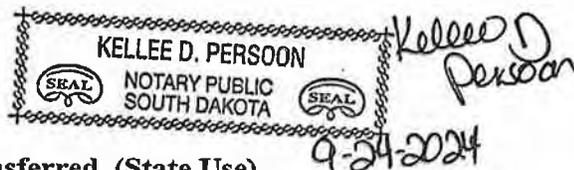
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

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

Date 5-31-19 Print Name Jim Brown Signature Jim Brown

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

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

  
Kellee D. Persoon  
9-24-2024

For Local Government Use

Transferred (State Use)

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

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

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

Please complete reverse side

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

# 2019-2020

License No. RB-2365

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2365  
FREEWAY CLARK- SUITE D  
1312 RIVER DR STE 2365  
NORTH SIOUX CITY, SD 57049

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

Business Telephone #: 712 251 8165

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

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

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

County: UNION

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

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

### D. Legal description of licensed premise:

0.1760 lot of block 1, less the south  
202 ft of SODRAK PARK. 1st addition  
in the NW 6.5 3/4 of sec 15 / T89N/R4E  
5 1/2 pm, NSD, SD. UNION

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-8677-STC

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

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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

For Local Government Use

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

If disapproved, endorse reason thereon and return to applicant

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

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

KELLEE D. PERSOON  
NOTARY PUBLIC  
SOUTH DAKOTA  
9/24/2019

Transferred (State Use)

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

2019-2020

License No. RB-2605

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

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

B. Business Name and Address

Lic # RB-2605  
GOODE TO GO - STE 2605  
1301 RIVER DR STE 2605  
NORTH SIOUX CITY, SD 57049-3015

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

Business Telephone #: 712 251 8165

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

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

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

County: UNION

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

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

D. Legal description of licensed premise:

LOT C SE 1/4, NW 1/4 OF LOT NSC  
LESS LOT # - 158 ACRES, SEC 15  
T89/R48

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

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

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

E. State Sales Tax Number: 1030-8683-STC

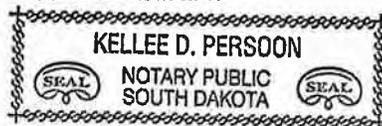
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance? []

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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



Kellee D Persoon  
5-24-2019

For Local Government Use

Transferred (State Use)

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

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

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

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

# 2019-2020

License No. RB-2852

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2852  
HIDEAWAY CASINO #1  
1312 RIVER DR STE 2852  
NORTH SIOUX CITY, SD 57049-3000

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

Business Telephone #: 712-251-8165

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

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

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

County: LEMON

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

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

### D. Legal description of licensed premise:

CITGO lot of Block 1, east of the south 202 ft of Sodrak Park, 1st Addition in the NW 6.5 3/4 of Sec 15 / T99N / R48W / 5th pm of NSC, SD, LEMON

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

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

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

E. State Sales Tax Number: 1030-8675-STC

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

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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

Kellee D. Persoon  
NOTARY PUBLIC  
SOUTH DAKOTA  
9-24-2019

For Local Government Use

Transferred (State Use)

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

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

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

Please complete reverse side

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

2019-2020

License No. RB-2873

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

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

B. Business Name and Address

Lic # RB-2873  
GOODE TO GO - STE 2873  
1301 RIVER DR STE 2873  
NORTH SIOUX CITY, SD 57049-3015

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

Business Telephone #: 712 251-8105

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

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

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

County: union

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

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

D. Legal description of licensed premise:

LOT C SE 1/4 NW 1/4 Outlet, NSC  
LESS 10+ H-1 5/28 ACRES, SEC 15  
T89/R48

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

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

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

E. State Sales Tax Number: 1030-8684-STC

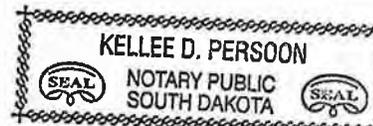
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance? []

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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

  
Kellee D Persoon  
5-21-2019

For Local Government Use

Transferred (State Use)

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

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

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

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

# 2019-2020

License No. RB-2877

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2877  
GOODE TO GO - STE 2877  
1301 RIVER DR STE 2877  
NORTH SIOUX CITY, SD 57049-3015

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

Business Telephone #: 712-257-8105

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

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

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

County: VERMION

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

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

### D. Legal description of licensed premise:

LOFC SE 1/4, NW 1/4 outlet NSC  
LESS 10+ H - 1 5/8 ACRES, SEC 15  
T89 R48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-8686-STC

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

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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

KELLEE D. PERSOON  
NOTARY PUBLIC  
SOUTH DAKOTA

*Kellee Persoon*  
9-24-2024

For Local Government Use

Transferred (State Use)

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

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

If disapproved, endorse reason thereon and return to applicant

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Please complete reverse side

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

# 2019-2020

License No. RB-2890

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

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

### B. Business Name and Address

Lic # RB-2890  
GOODE TO GO STE 2890  
1301 RIVER DR STE 2890  
NORTH SIOUX CITY, SD 57049-3015

Business Telephone #: 712 251 8165

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

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

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

County: LEWIS

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

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

### D. Legal description of licensed premise:

LOT SE 1/4 NW 1/4 Outlet, N5C  
LESS 107 H - 1 5/20 Acres, Sec 15  
T89 / R40

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

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

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

E. State Sales Tax Number: 1030-8681-STC

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

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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

KELLEE D. PERSOON  
NOTARY PUBLIC  
SOUTH DAKOTA

*Kellee D Persoon*

9-24-2024

For Local Government Use

Transferred (State Use)

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

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

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

Please complete reverse side

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

2019-2020

License No. RB-2891

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

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

B. Business Name and Address

Lic # RB-2891  
GOODE TO GO - STE 2891  
1301 RIVER DR STE 2891  
NORTH SIOUX CITY, SD 57049-3015

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

Business Telephone #: 712-251-8165

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

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

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

County: Union

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

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

D. Legal description of licensed premise:

lot C SE 1/4 NW 1/4 outlet, NSC  
less lot H - 15/28 acres, sec 15  
T89/R48

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

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

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

E. State Sales Tax Number: 1030-8685-STC

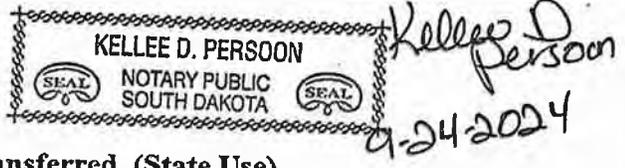
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance? []

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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



For Local Government Use

Transferred (State Use)

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

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

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

Please complete reverse side

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

**2019-2020**

License No. RB-3535

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

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

**B. Business Name and Address**

Lic # RB-3535  
HIDEAWAY CASINO STE 3535  
1312 RIVER DR STE 3535  
NORTH SIOUX CITY, SD 57049-3000

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

Business Telephone #: 712-251-8165

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

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

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

County: UNION

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

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

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

City lot of block 1, loss the south 202 ft of Sodalak Park, 1st addition in the NW 6.5 3/4 of sec 15 / T899 N / R48 W, 5th pm of NSC, SD, UNION

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-8676-STC

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

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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

**KELLEE D. PERSOON**  
NOTARY PUBLIC  
SOUTH DAKOTA  
*Kellee D. Persoon*

**For Local Government Use**

**Transferred (State Use)**

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

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

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

Please complete reverse side

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

# 2019-2020

License No. RB-2886

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

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

### B. Business Name and Address

Lic # RB-2886  
GOODE TO GO  
1301 RIVER DR STE 2886  
NORTH SIOUX CITY, SD 57049

Business Telephone #: 712 251 8165

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

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

Is this License in active use?  Yes  No

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

Place of business is located in a municipality?  Yes  No

County: Union

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

Are real property taxes paid to date?  Yes  No

### D. Legal description of licensed premise:

LOT C SE 1/4, NW 1/4, Outlet, N50  
less lot H - 1 5/28 Acres, Sec 15,  
T99 R48

Have you ever been convicted of a felony?  Yes  No

E. State Sales Tax Number: 1030-8678-STC

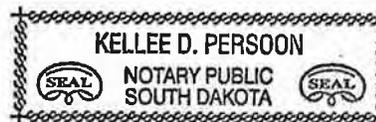
F. New license?  Transfer? (\$150)  Re-issuance?

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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



*Kellee D Persoon*  
*9-24-2019*

For Local Government Use

Transferred (State Use)

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

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

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

Please complete reverse side

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

# 2019-2020

License No. RB-2264

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2264  
SUGAR DADDY'S BAR STE 2264  
100 MILITARY RD STE 2264  
NORTH SIOUX CITY, SD 57049-3169

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

Business Telephone #: 722-251-1275

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

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

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

County: UNION

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

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

### D. Legal description of licensed premise:

NE 1/4 of outlet 5. Bort lot 2  
Sec 14/T89/R48 west  
of 4th 5th pm, NSC SD

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-5323-STC

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

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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

Kellee D Perso  
KELLEE D. PERSO  
NOTARY PUBLIC  
SOUTH DAKOTA  
9-24-2019

For Local Government Use

Transferred (State Use)

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

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

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

Please complete reverse side

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

**2019-2020**

License No. RB-2904

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

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

**B. Business Name and Address**

Lic # RB-2904  
SUGAR DADDY'S BAR STE 2904  
100 MILITARY RD STE 2904  
NORTH SIOUX CITY, SD 57049-3169

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

Business Telephone #: 712-251-8165

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

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

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

County: UNION

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

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

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

NE 1/4 of outlet 5. Cor't 1st 2  
Sec. 14 / T89 / R48 West  
of the 5th pm, N.S.C. SD

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

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

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

E. State Sales Tax Number: 1030-5324-STC

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

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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

**KELLEE D. PERSOON**  
NOTARY PUBLIC  
SOUTH DAKOTA

*Kellee Persoon*  
9-24-2024

**For Local Government Use**

**Transferred (State Use)**

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

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

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

Please complete reverse side

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

2019-2020

License No. RB-2928

### Uniform Alcoholic Beverage License Application

**A. Owner Name and Mailing Address**

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

**B. Business Name and Address**

Lic # RB-2928  
SUGAR DADDY'S BAR STE 2928  
100 MILITARY RD STE 2928  
NORTH SIOUX CITY, SD 57049-3169

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

Business Telephone #: 712-251-8165

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

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

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

County: Union

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

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

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

NE 1/4 of Outlet 5 Box 1072  
Sec 14 T89 R48 West  
of 4th 5th pm, N.S.C. SD

Is this License in active use?  Yes [ ] No

Have you ever been convicted of a felony?  Yes  No

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

E. State Sales Tax Number: 1030-5325-STC

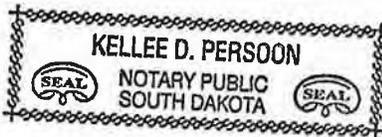
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

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

Date 5-3-19 Print Name Jim Brown Signature Jim Brown

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

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

  
Kellee D Persoon  
9-24-2024

**For Local Government Use**

**Transferred (State Use)**

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

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

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

Please complete reverse side

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

# 2019-2020

License No. RB-2298

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2298  
DAKOTA REDS II  
103 MILITARY RD STE 2298  
NORTH SIOUX CITY, SD 57049-3088

Owner's Telephone#: 605-232-9247

Business Telephone #: 605-232-3091

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Lot 8; N27' of Lot 9;  
Bruneau Addition; Section 14;  
Township 89; Range 48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-9193-STC

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

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

Date 4/30/19 Print Name Shawn Nitz Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

If disapproved, endorse reason thereon and return to applicant 05/20/19 STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

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

# 2019-2020

License No. RB-2889

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2889  
DAKOTA REDS  
103 MILITARY RD STE 2889  
NORTH SIOUX CITY, SD 57049-3088

Owner's Telephone# : 605-232-9247

Business Telephone #: 605-232-3051

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Lot 8; N27' of Lot 9;  
Bruneau Addition; Section 14;  
Township 89; Range 48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-9192-STC

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

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

Date 4-30-19 Print Name Charon N. Gg Signature \_\_\_\_\_

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

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

For Local Government Use

Transferred (State Use)

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

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

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_  
05/20/19

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

# 2019-2020

License No. RB-2905

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2905  
DAKOTA ROSE  
103 MILITARY RD STE 2905  
NORTH SIOUX CITY, SD 57049-3088

Owner's Telephone# : 605-232-9247

Business Telephone #: 605-232-3051

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Lot 8; N27' of Lot 9;  
Bruneau Addition; Section 14;  
Township 89; Range 48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1016-0221-STC

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

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

Date 4-30-19 Print Name Sharon Vilge Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

Date Received 5/6/19  
Date Issued \_\_\_\_\_

# 2019-2020

License No. RB-2912

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

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

### B. Business Name and Address

Lic # RB-2912  
THE GLASS PALACE  
129 WATIER ST ~~STE 2012~~  
NORTH SIOUX CITY, SD 57049-3023

Business Telephone #: (605) 232-4018

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

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

Is this License in active use?  Yes  No

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

Place of business is located in a municipality?  Yes  No

County: LLANION

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

Are real property taxes paid to date?  Yes  No

### D. Legal description of licensed premise:

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

Have you ever been convicted of a felony?  Yes  No

E. State Sales Tax Number: 1016-1659-STC 1030-8336 STMC

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

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

Date 5-6-2019 Print Name DENNIS BURNIGHT Signature Dennis Burnight

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2272

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

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

### B. Business Name and Address

Lic # RB-2272  
CASINO MONACO STE 3  
210 MILITARY RD STE 3  
NORTH SIOUX CITY, SD 57049-3170

Business Telephone #: 605-333-0515

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

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

Is this License in active use?  Yes [ ] No

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Lot A Lots 1-8 Block 1 Crabbers Park  
Additcan N Sioux City

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

E. State Sales Tax Number: 1030-9274-STC

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

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

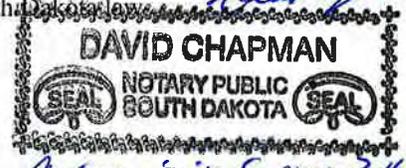
Date 5-6-19 Print Name Rick Law Signature [Signature]

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

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

### For Local Government Use

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



Commission Expires 3-11-22  
**Transferred (State Use)**

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

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

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

# 2019-2020

License No. RB-2383

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2383  
CASINO MONACO STE 4  
210 MILITARY RD STE 4  
NORTH SIOUX CITY, SD 57049-3170

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

Business Telephone #: 605-333-0515

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

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

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

County: Lincoln

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

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

### D. Legal description of licensed premise:

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

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-9275-STC

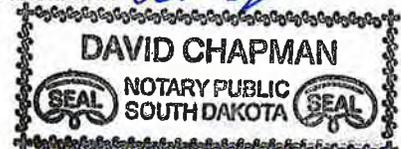
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

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

Date 5-6-19 Print Name Rick Law Signature 

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

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



Transferred (State Use) My Commission expires 3-11-22

### For Local Government Use

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

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

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

05/20/19

Please complete reverse side

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

**2019-2020**

License No. RB-3707

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

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

**B. Business Name and Address**

Lic # RB-3707  
CASINO MONACO STE 1  
210 MILITARY RD STE 1  
NORTH SIOUX CITY, SD 57049-3170

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

Business Telephone #: 605-333-0515

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

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

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

County: Union

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

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

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

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

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

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

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

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

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

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

Date 5-6-19 Print Name Rick Law Signature [Signature]

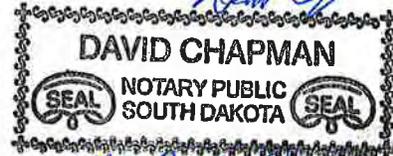
**H. APPROVAL OF LOCAL GOVERNING BODY** - Notice of hearing was published \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies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

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

**For Local Government Use**

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

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



Transferred (State Use) TX Commission Expires 3-1-22

If disapproved, endorse reason thereon and return to applicant **STATE LIQUOR AUTHORITY: APPROVAL** \_\_\_\_\_ **REVIEW** \_\_\_\_\_ 40

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

# 2019-2020

License No. RB-3708

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

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

### B. Business Name and Address

Lic # RB-3708  
CASINO MONACO STE 2  
210 MILITARY RD STE 2  
NORTH SIOUX CITY, SD 57049-3170

Business Telephone #: 605-333-0515

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

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

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

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

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

E. State Sales Tax Number: 1030-9272-STC

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

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

Date 5-6-19 Print Name Rick Law Signature [Signature]

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

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

### For Local Government Use

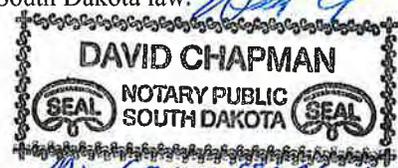
(Seal) \_\_\_\_\_  
Mayor or Chairman

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

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

05/20/19

Please complete reverse side



My Commission Expires 3-11-22  
Transferred (State Use)

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

**2019-2020**

License No. RB-25600

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

KUEENLAND II INC  
675 STREETER DR  
NORTH SIOUX CITY, SD 57049-4071

Owner's Telephone# : (605) 232-4519

**B. Business Name and Address**

Lic # RB-25600  
SIOUX CITY NORTH KOA  
675 STREETER DR  
NORTH SIOUX CITY, SD 57049

Business Telephone #: (605) 232-4519

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

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

Is this License in active use?  Yes [ ] No

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

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

County: Union County

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

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

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

Campground with Souvenir Store

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

E. State Sales Tax Number: 1030-9125-ST

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

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

Date 5/6/19 Print Name Teresa Grooms Signature [Signature]

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

**2019-2020**

License No. RB-2382

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

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

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

**B. Business Name and Address**

Lic # RB-2382  
MILLER LIQUOR II  
101 MILITARY RD STE 2382  
NORTH SIOUX CITY, SD 57049

Business Telephone #: 605-232-4666

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

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

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

County: Union

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

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

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

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

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-9194-STC

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

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

Date 4-30-19 Print Name Sharon N. [Signature] Signature [Signature]

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

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

# 2019-2020

License No. RB-2865

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

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

### B. Business Name and Address

Lic # RB-2865  
MILLER LIQUOR  
101 MILITARY RD STE 2865  
NORTH SIOUX CITY, SD 57049

Business Telephone #: 605-232-4616

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

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

Is this License in active use? [ ] Yes  No

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

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

Date 12/30/19 Print Name Sharon Niles Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

If disapproved, endorse reason thereon and return to applicant **STATE LIQUOR AUTHORITY: APPROVAL** \_\_\_\_\_ **REVIEW** \_\_\_\_\_ 44

Please complete reverse side

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

County: Union

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

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

### D. Legal description of licensed premise:

Sat 9, 10, 11; Bruner Addition; Section 14, Township 89; Range 48

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

E. State Sales Tax Number: \_\_\_\_\_

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

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

# 2019-2020

License No. RB-23373

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

QUAN HOLDINGS INC  
PO BOX 88250  
SIOUX FALLS, SD 57109

Owner's Telephone# : 605 334-8905

### B. Business Name and Address

Lic # RB-23373  
TRIPLE CROWN CASINO 4  
108 MILITARY RD STE 4  
NORTH SIOUX CITY, SD 57049-3169

Business Telephone #: (605) 334-8905

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

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

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

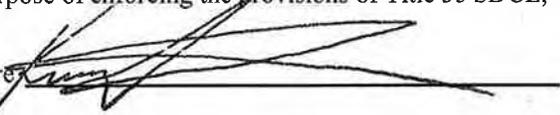
Southeast half of outlet 3 and all of outlet 4 except lot E12 in government lot 2 of 14 89-48 rm 4

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

E. State Sales Tax Number: 1031-3552-STC

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

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

Date 5/8/2019 Print Name Kirby Muilenburg Signature 

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

If disapproved, endorse reason thereon and return to applicant **STATE LIQUOR AUTHORITY: APPROVAL** \_\_\_\_\_ **REVIEW** \_\_\_\_\_ 45

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

# 2019-2020

License No. RB-23374

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

QUAN HOLDINGS INC  
PO BOX 88250  
SIOUX FALLS, SD 57109

### B. Business Name and Address

Lic # RB-23374  
TRIPLE CROWN CASINO 5  
108 MILITARY RD STE 5  
NORTH SIOUX CITY, SD 57049-3169

Owner's Telephone#: 605 334-8905

Business Telephone #: (605) 334-8905

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Southeast half of outlet 3 and all of outlet 4 except lot E12 in government lot 2 of 14-89-4B rm 5

Is this License in active use? [ ] Yes  No

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

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

E. State Sales Tax Number: 1031-3553-STC

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

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

Date 5/8/2019 Print Name Kirby Muilenburg Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

If disapproved, endorse reason thereon and return to applicant 05/20/19 STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 46

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

# 2019-2020

License No. RB-23375

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

QUAN HOLDINGS INC  
PO BOX 88250  
SIOUX FALLS, SD 57109

Owner's Telephone#: 605 334-8905

### B. Business Name and Address

Lic # RB-23375  
TRIPLE CROWN CASINO 6  
108 MILITARY RD STE 6  
NORTH SIOUX CITY, SD 57049-3169

Business Telephone #: (605) 334-8905

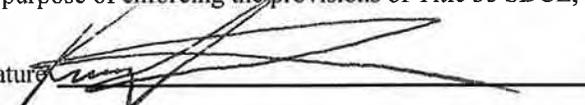
### C. Indicate the class of license being applied for (submit separate application for each class of license).

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

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

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

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

Date 5/8/2019 Print Name Kirby Muikenburg Signature 

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

If disapproved, endorse reason thereon and return to applicant 05/20/19 STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

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

# 2019-2020

License No. RB-2387

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

### B. Business Name and Address

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

Lic # RB-2387  
4 ACES CASINO  
118 MILITARY RD STE 8  
NORTH SIOUX CITY, SD 57049-3169

Owner's Telephone#: 717-251-2227

Business Telephone #: 605-232-9077

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Lots 1-2-3 and Plat of Outlot and outlot 2 and NW 1/4 of outlot 3, all in goss all in goss Hart tract 2 14. 89-48

Is this License in active use?  Yes [ ] No

Have you ever been convicted of a felony?  Yes  No

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

E. State Sales Tax Number: 1030-4823-STC

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

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

Date 5/18/19 Print Name Kimberly Lukan Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2404

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2404  
STEPH-O'S CASINO  
118 MILITARY RD STE 9  
NORTH SIOUX CITY, SD 57049-3169

Owner's Telephone#: 712-251-2227

Business Telephone #: 605-232-9077

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

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

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

County: Winn

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

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

### D. Legal description of licensed premise:

*Lots 1-2-3 and Plat of outlot 1 and outlot 2 and NW 1/4 of outlot 3 all gov't less Hart tract 2 14-89-48*

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-4824-STC

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

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

Date 5/18/19 Print Name Kimberly Luker Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2452

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2452  
TRIN-O'S CASINO  
200 MILITARY RD STE 4  
NORTH SIOUX CITY, SD 57049-3170

Owner's Telephone#: 712-251-2227

Business Telephone #: 605-232-9077

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Lots 1-2-3 and plat of outlot 1 and outlot 2 and NW 1/4 of outlot 3 all in Govt lotless Hart tract 2 14-89-48

Is this License in active use?  Yes [ ] No

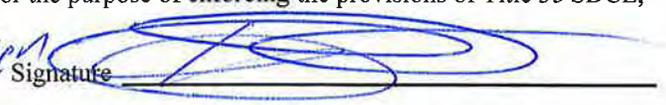
Have you ever been convicted of a felony? [ ] Yes  No

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

E. State Sales Tax Number: 1030-4818-STC

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

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

Date 5/18/19 Print Name Kimberly Luker Signature 

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2469

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

Owner's Telephone#: 712-251-2227

### B. Business Name and Address

Lic # RB-2469  
WHISKEY JOE'S CASINO  
200 MILITARY RD STE 3  
NORTH SIOUX CITY, SD 57049-3170

Business Telephone #: 605-232-9077

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

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

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

County: union

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

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

### D. Legal description of licensed premise:

Lots 1-2-3 Plat of outlot 1 and outlot 2 and NW 1/4 of outlot 3 all in grant lot less Hart tract 2  
14-89-48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-4817-STC

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

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

Date 5/18/19 Print Name Kimberly Luken Signature [Signature]

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2470

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2470  
SHERRY-O'S CASINO  
200 MILITARY RD STE 2  
NORTH SIOUX CITY, SD 57049-3170

Owner's Telephone#: 712-251-2227

Business Telephone #: 605-232-9077

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

lots 1-2 3 and part of out lot 1 and out lot 2  
and NW 1/4 of out lot 3 a 1/2 in out lot  
1255 Hard tract 2  
14-89-48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-4816-STC

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

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

Date 5/18/19 Print Name Kimberly Cullen Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2494

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2494  
SUB-OS CASINO  
200 MILITARY RD STE 6  
NORTH SIOUX CITY, SD 57049-3170

Owner's Telephone#: 712-251-2227

Business Telephone #: 605-232-9077

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Lots 1, 2, 3 and part of plat of out 10-1 and out 10-2 and new plat of out 10-3 added in Gout lot 1855 Hart tract 2  
14-89-48

Is this License in active use?  Yes [ ] No

Have you ever been convicted of a felony?  Yes  No

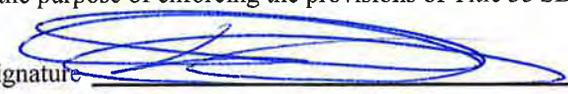
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

E. State Sales Tax Number: 1030-4820-STC

Yes [ ] No **If Yes, please list on the back page.**

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

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

Date 5/8/19 Print Name Kimberly Wren Signature 

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

If disapproved, endorse reason thereon and return to applicant  
05/20/19

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Please complete reverse side

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

# 2019-2020

License No. RB-2566

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

Owner's Telephone#: 712-251-2227

### B. Business Name and Address

Lic # RB-2566  
KIMB-O'S CASINO  
200 MILITARY RD STE 5  
NORTH SIOUX CITY, SD 57049-3170

Business Telephone #: 605-232-9077

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

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

Is this License in active use?  Yes [ ] No

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Lots 1, 2, 3 and plot of outlot 1 and outlot 2 an NW 1/4 of outlot 3 all in Gov't lot less Hart tract 2 14-89-48

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

E. State Sales Tax Number: 1030-4819-STC

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

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

Date 5/3/19 Print Name Kimberly Jensen Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2879

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2879  
ELK-O CASINO  
118 MILITARY RD STE 10  
NORTH SIOUX CITY, SD 57049-3169

Owner's Telephone# : 717-251-2227

Business Telephone #: 605-232-9077

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

lots 1-23 and Plat of out lot 1 and out lot 2 and NW 1/4 of out lot 3 all in gvt lot less hard tract 2 14-84-48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-4825-STC

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

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

Date 5/18/19 Print Name Kemberly L. Krause Signature 

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

If disapproved, endorse reason thereon and return to applicant **STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_** 55

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

# 2019-2020

License No. RB-2892

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2892  
BEANO & SHERRYS SALOON  
200 MILITARY RD  
NORTH SIOUX CITY, SD 57049-3170

Owner's Telephone#: 712-251-2227

Business Telephone #: (605) 232-9077

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

Lots 1, 2, 3 and Plat of Outlot 1 and Outlot 2 and NW 1/4 of Outlot 3 all in Gov't lotless Hart tract 2 14-89-48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1015-7876-51

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

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

Date 5/18/19 Print Name Kimberly Luken Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-3669

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

Owner's Telephone#: 710-251-2227

### B. Business Name and Address

Lic # RB-3669  
RENO CASINO  
118 MILITARY RD STE 7  
NORTH SIOUX CITY, SD 57049-3169

Business Telephone #: 605-232-9077

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

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

Is this License in active use?  Yes [ ] No

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

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

County: Union

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

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

### D. Legal description of licensed premise:

lots 1-2-3 and plat of outlot 1a and outlot 2 and NW 1/4 of outlot 3 all in govt lot less Hart tract 2 14-89-48

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

E. State Sales Tax Number: 1030-4821-STC

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

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

Date 5/8/19 Print Name Kimberly Loken Signature \_\_\_\_\_

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2910

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

Owner's Telephone#: 712-251-2227

### B. Business Name and Address

Lic # RB-2910  
CONLEY CASINO  
122 MILITARY RD STE 12  
NORTH SIOUX CITY, SD 57049-3169

Business Telephone #: 605-232-9077

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

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

Is this License in active use?  Yes [ ] No

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

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

County: Union

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

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

### D. Legal description of licensed premise:

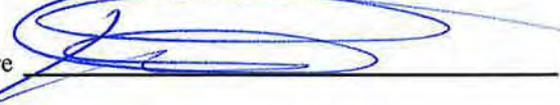
Part Tracts land 2 of Lots 2 + 3 of auditors plat of out 10710 of govt Lot 2 14-89-48

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

E. State Sales Tax Number: 1030-4828-STC

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

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

Date 5/8/19 Print Name Kimberly Lyker Signature 

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2888

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

Owner's Telephone#: 712-251-2227

### B. Business Name and Address

Lic # RB-2888  
FARRER CASINO  
122 MILITARY RD STE 11  
NORTH SIOUX CITY, SD 57049-3169

Business Telephone #: 605-232-9037

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

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

Is this License in active use?  Yes [ ] No

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

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

County: Union

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

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

### D. Legal description of licensed premise:

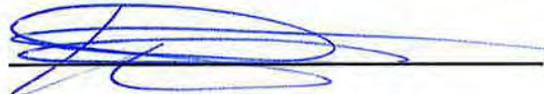
part tracts 1 and 2 and 3 of Auditors  
plot of outlot 1 of govt lot 2  
14-89-48

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

E. State Sales Tax Number: 1030-4827-STC

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

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

Date 5/8/19 Print Name Kimberly Lukkonen Signature 

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2263

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

Owner's Telephone#: 605-333-0515

### B. Business Name and Address

Lic # RB-2263  
VIP GAMING III  
103 RIVER DRIVE, STE 2263  
NORTH SIOUX CITY, SD 57049-3088

Business Telephone #: 605-333-0515

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

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

Is this License in active use?  Yes  No

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

Place of business is located in a municipality?  Yes  No

County: Linn

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

Are real property taxes paid to date?  Yes  No

### D. Legal description of licensed premise:

14-89-48 Lots 2, 3 & 4 Brunson  
Add N Sioux City, Less Rasmussen ditch  
Less part of Lot 4 Lying N  
Parcel 05-05-14-1005 05618

Have you ever been convicted of a felony?  Yes  No

E. State Sales Tax Number: 1030-9353-STC

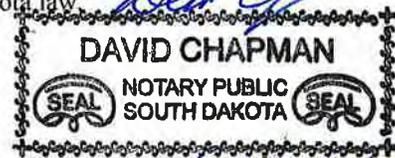
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance?

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

Date 5-6-19 Print Name Rick Law Signature 

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

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



My Commission Expires 3-11-22

**For Local Government Use**

**Transferred (State Use)**

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

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

If disapproved, endorse reason thereon and return to applicant 05/20/19 STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Please complete reverse side

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

# 2019-2020

License No. RB-2898

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

### B. Business Name and Address

Lic # RB-2898  
VIP GAMING 1  
103 RIVER DRIVE STE 2898  
NORTH SIOUX CITY, SD 57049-3088

Owner's Telephone#: 605-333-0515

Business Telephone #: 605-333-0515

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

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

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

County: Union

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

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

### D. Legal description of licensed premise:

14-89-48 Lots 2,3,4 Bruneau  
Add N Sioux City Less Rasmussen Ditch  
less  
part of Lot 4 lying N  
Parcel 05-05-14-1005 05616

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

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

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

E. State Sales Tax Number: 1030-9351-STC

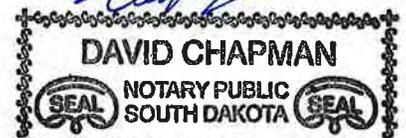
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance? []

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

Date 5-6-19 Print Name Rick Law Signature \_\_\_\_\_

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

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



Transferred (State Use) My Commission Expires 3-11-22

### For Local Government Use

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

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

If disapproved, endorse reason thereon and return to applicant 05/20/19 STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Please complete reverse side

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

**2019-2020**

License No. RB-2900

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

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

Owner's Telephone#: 605-333-0515

**B. Business Name and Address**

Lic # RB-2900  
VIP GAMING II  
103 RIVER DRIVE STE 2900  
NORTH SIOUX CITY, SD 57049-3088

Business Telephone #: 605-333-0515

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

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

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

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

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

Date 5-6-19 Print Name Rick Law Signature \_\_\_\_\_

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

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

**For Local Government Use**

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

**DAVID CHAPMAN**  
NOTARY PUBLIC  
SOUTH DAKOTA  
*my Commission expires 3-11-22*

**Transferred (State Use)**

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2875

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

Owner's Telephone#: 605-333-0515

### B. Business Name and Address

Lic # RB-2875  
VIP GAMING IV  
103 RIVER DRIVE, SUITE 2875  
NORTH SIOUX CITY, SD 57049

Business Telephone #: 605-333-0515

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

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

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

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

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

County: Lincoln

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

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

### D. Legal description of licensed premise:

14-89-48 Lots 2, 3, 4 Brunson  
Add N Sioux City Less Kasmussen Ditch  
Less  
part of Lot 4 Lying N  
Parcel 05-05-14-1005 05618

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

E. State Sales Tax Number: 1030-5168-STC

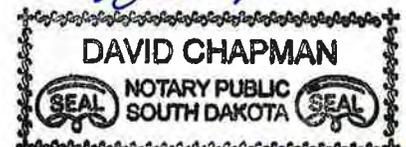
F. New license? \_\_\_\_\_ Transfer? (\$150) \_\_\_\_\_ Re-issuance? [  ]

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

Date 5-6-19 Print Name Rick Law Signature 

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

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



Transferred (State Use) My Commission Expires 3-11-22

### For Local Government Use

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

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

If disapproved, endorse reason thereon and return to applicant 05/20/19 STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

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

# 2019-2020

License No. RB-2874

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

WORLD WIDE HOLDINGS INC  
~~103 RIVER DR~~ 416 E Aspen Dr.  
~~NORTH SIOUX CITY, SD 57049~~  
Sioux Falls, SD 57105

Owner's Telephone#: 605-333-0515

### B. Business Name and Address

Lic # RB-2874  
VIP GAMING LOUNGE-NORTH SIOUX CITY  
103 RIVER DR  
NORTH SIOUX CITY, SD 57049

Business Telephone #: 605-333-0515

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

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

Is this License in active use?  Yes [ ] No

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

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

County: Lincoln

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

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

### D. Legal description of licensed premise:

14-89-48 Lots 2, 3, & 4 Brunau  
Add N Sioux City Less Rasmussen Ditch  
less  
part of Lot 4 lying N  
Parcel 05-05-14-1005 05618

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

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

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

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

Date 5-6-19 Print Name Rick Law Signature \_\_\_\_\_

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

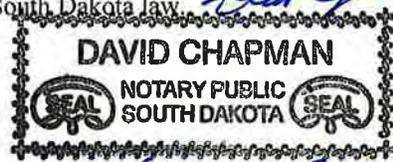
Renewal - no public hearing held   
Amount of fee collected with application \$ \_\_\_\_\_  
Amount of fee retained \$ \_\_\_\_\_  
Forwarded with application \$ \_\_\_\_\_

### For Local Government Use

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

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

If disapproved, endorse reason thereon and return to applicant \_\_\_\_\_ STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_  
05/20/19



My Commission Expires 3-11-22  
Transferred (State Use)

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

# 2019-2020

License No. RB-2906

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

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

Owner's Telephone#: 605-333-0515

### B. Business Name and Address

Lic # RB-2906  
VIP GAMING V  
103 RIVER DRIVE, SUITE 2906  
NORTH SIOUX CITY, SD 57049

Business Telephone #: 605-333-0515

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

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

Is this License in active use?  Yes [ ] No

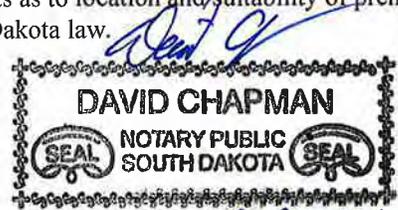
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?  
 Yes [ ] No If Yes, please list on the back page.

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

Date 5-6-19 Print Name Rick Law Signature 

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

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



For Local Government Use

Transferred (State Use) *My Commission Expires 3-11-22*

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. RB-2878

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

### B. Business Name and Address

ZORT BROTHERS INC  
105 S DERBY LN  
NORTH SIOUX CITY, SD 57049-3195

Lic # RB-2878  
ZORTS PRIME TIME CASINO STE 2878  
105 S DERBY LN STE 2878  
NORTH SIOUX CITY, SD 57049-3195

Owner's Telephone# : (712) 281-4009

Business Telephone #: (605) 232-9029

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

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

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

County: UNION

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

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

### D. Legal description of licensed premise:

LOT 1 OF LOT A BLOCK PLAT OF  
ADDITION TAYLOR 1 OF LOT A  
SECTION NE 1/4 SW 1/4 SECTION 15  
TOWNSHIP 89W RANGE 48

Is this License in active use?  Yes [ ] No

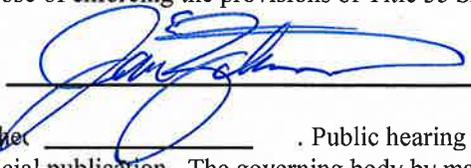
Have you ever been convicted of a felony? [ ] Yes  No

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

E. State Sales Tax Number: 10308783 STC

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

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

Date 5-14-19 Print Name Jim Zortman Signature 

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

05/20/19

Please complete reverse side

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

# 2019-2020

License No. 2256  
~~RB-2878~~

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Mailing Address

ZORT BROTHERS INC  
105 S DERBY LN  
NORTH SIOUX CITY, SD 57049-3195

Owner's Telephone#: (712) 281-4009

### B. Business Name and Address

Lic # ~~RB-2878~~ 2256 2256  
ZORTS PRIME TIME CASINO STE ~~2878~~  
105 S DERBY LN STE ~~2878~~ 2256  
NORTH SIOUX CITY, SD 57049-3195

Business Telephone #: (605) 232-9029

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

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

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

County: UNION

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

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

### D. Legal description of licensed premise:

LOT 1 OF LOT A BLOCK PLAT OF  
ADDITION TAYLOR 1 OF LOT A  
SECTION NE 1/4 SW 1/4 SECTION 15  
TOWNSHIP 89W RANGE 48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 1030-8779-5TC  
~~10308783-5TC~~

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

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

Date 5-14-19 Print Name Jim Zortman Signature [Signature]

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

If disapproved, endorse reason thereon and return to applicant

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_ 67

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

**2019-2020**

License No. RB-2878 <sup>RB 2422</sup>

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

**B. Business Name and Address**

ZORT BROTHERS INC  
105 S DERBY LN  
NORTH SIOUX CITY, SD 57049-3195

Lic # RB-2878  
ZORTS PRIME TIME CASINO STE ~~2878~~ <sup>2422</sup>  
105 S DERBY LN STE ~~2878~~ <sup>2422</sup>  
NORTH SIOUX CITY, SD 57049-3195

Owner's Telephone# : (712) 281-4009

Business Telephone #: (605) 232-9029

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

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

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

County: UNION

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

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

**D. Legal description of licensed premise:**  
LOT 1 OF LOT A BLOCK PLAT OF ADDITION TAYLOR 1 OF LOT A SECTION NE 1/4 SW 1/4 SECTION 15 TOWNSHIP 89W RANGE 48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 10308780 STC

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

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

Date 5-14-19 Print Name Jim Zortman Signature [Signature]

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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

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

2019-2020

License No. RB-2878 <sup>RB 2425</sup>

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

ZORT BROTHERS INC  
105 S DERBY LN  
NORTH SIOUX CITY, SD 57049-3195

B. Business Name and Address

Lic # RB-2878 <sup>2425</sup>  
ZORTS PRIME TIME CASINO STE ~~2878~~  
105 S DERBY LN STE ~~2878~~ <sup>2425</sup>  
NORTH SIOUX CITY, SD 57049-3195

Owner's Telephone#: (712) 281-4009

Business Telephone #: (605) 232-9029

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

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

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

County: UNION

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

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

D. Legal description of licensed premise:

LOT 1 OF LOT A BLOCK PLAT OF  
ADDITION TAYLOR 1 OF LOT A  
SECTION NE 1/4 SW 1/4 SECTION 15  
TOWNSHIP 89W RANGE 48

Is this License in active use?  Yes [ ] No

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

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

E. State Sales Tax Number: 10308783 STC

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

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

Date 5-14-19 Print Name Jim Zortman Signature [Signature]

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

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

For Local Government Use

Transferred (State Use)

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

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

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

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

**2019-2020**

License No. RB-2878 <sup>RB2438</sup>

**Uniform Alcoholic Beverage License Application**

**A. Owner Name and Mailing Address**

ZORT BROTHERS INC  
105 S DERBY LN  
NORTH SIOUX CITY, SD 57049-3195

**B. Business Name and Address**

Lic # RB-2878  
ZORTS PRIME TIME CASINO STE <sup>2438</sup> ~~2878~~  
105 S DERBY LN STE <sup>2438</sup> ~~2878~~  
NORTH SIOUX CITY, SD 57049-3195

Owner's Telephone# : (712) 281-4009

Business Telephone #: (605) 232-9029

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

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

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

County: UNION

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

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

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

LOT 1 OF LOT A BLOCK PLAT OF  
ADDITION TAYLOR 1 OF LOT A  
SECTION NE 1/4 SW 1/4 SECTION 15  
TOWNSHIP 89W RANGE 48

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

E. State Sales Tax Number: 10308782-5TC

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

Is this License in active use?  Yes [ ] No

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

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

Date 5-14-19 Print Name Jim Zortman Signature [Signature]

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

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

**For Local Government Use**

**Transferred (State Use)**

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

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

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



## 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: 5/20/2019  
Re: 2019 Dump Truck Bid

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**Background:** The Council budgeted for a new dump truck purchase in FY2019 in the amount of \$132,000 to be purchased from the Streets budget. A bid was received from the local International dealer in Sioux City. The bid amount is \$133,505. This amount includes the vehicle itself as well as all of the extra equipment needed. This includes the spreader and bed, proper light kits, and a plow.

Because this item is a state bid item the City does not have to go out for any type of public request.

If approved, when the city takes possession of the new truck the old dump truck would be surplus and sold on auction.

**Financial Consideration:** \$133,505

**Recommendation:** administration would recommend moving forward with the purchase of the new dump truck in the amount of \$133,505

forwarded to me 5-10-19 \$ 133,505

**INTERNATIONAL®**

**May 10, 2019**

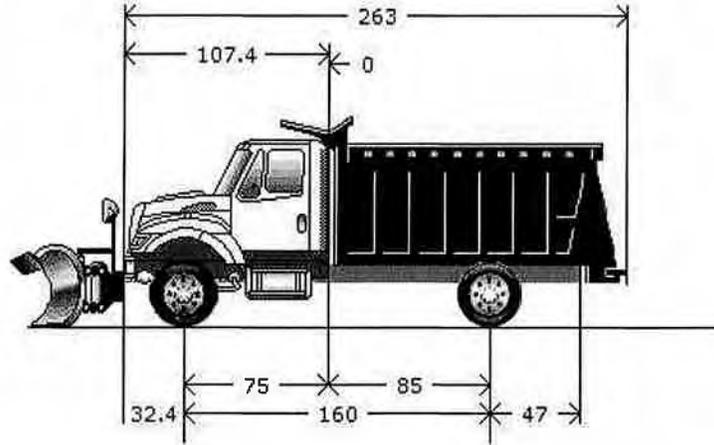
**Prepared For:**

CITY OF NORTH SIOUX CITY  
Tim Hogan *Rusty McNeagle*  
PO Box 338  
North Sioux City, SD 57049-0338  
(605)444 - 4444  
Reference ID: N/A

**Presented By:**

CORNHUSKER INTL TRUCKS  
Stu Betsworth  
2601 BRIDGEPORT  
SIOUX CITY IA 51111 -  
(712)252-3637

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2020 HV507 SFA (HV507)**

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Front Plow with spreader
<b>MISSION:</b>	Requested GVWR: 33000. Calc. GVWR: 34220 Calc. Start / Grade Ability: 32.18% / 1.96% @ 55 MPH Calc. Geared Speed: 83.9 MPH
<b>DIMENSION:</b>	Wheelbase: 160.00, CA: 85.00, Axle to Frame: 47.00
<b>ENGINE, DIESEL:</b>	{Cummins B6.7 250} EPA 2017, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.86
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range H HDC1 (CONTINENTAL), 488 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, SINGLE:</b>	23,500-lb Capacity, Vari-Rate Springs
<b>PAINT:</b>	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV50700	Base Chassis, Model HV507 SFA with 160.00 Wheelbase, 85.00 CA, and 47.00 Axle to Frame.	5946/3741	9687
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	116/177	293
1LLK	BUMPER, FRONT Omit Item	-94/18	-76
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	144/-39	105
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	0/0	0
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0
4EBT	AIR DRYER {Bendix AD-IP} with Heater	15/12	27
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	16/0	16
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/39	39
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	-28/0	-28
4JDC	AIR DRYER LOCATION Mounted Outside Left Rail, Back of Cab	0/0	0
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/26	26
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes	5/0	5
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	0/6	6
5710	STEERING COLUMN Tilting and Telescoping	16/3	19
5CAW	STEERING WHEEL 4-Spoke, 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	121/55	176
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
7WDM	EXHAUST HEIGHT 10'	2/0	2
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	0/0	0
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/ CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/ Turn	2/0	2
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud	6/8	14
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	2/0	2
8RMH	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp; Battery Box Mounted, Disconnects Charging Circuits, Locks with Padlock	2/0	2

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8RMP	RADIO AM/FM/WB/Clock/3.5MM Auxiliary Input	4/0	4
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	5/3	8
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	-35/12	-23
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	8/1	9
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	3/0	3
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAH	LOGOS EXTERIOR, ENGINE Badge Shipped Loose	0/0	0
9ANG	HOOD, HATCH (01) for Servicing	5/0	5
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBM	GRILLE Stationary, Chrome	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-51/-12	-63
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
12EJS	ENGINE, DIESEL {Cummins B6.7 250} EPA 2017, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u>		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: FAN Nylon		
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler	24/-6	18
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VBB	AIR CLEANER Dual Element	4/0	4
12VGY	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2019	0/0	0
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	0/0	0
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0
12WSY	BLOCK HEATER, ENGINE {Phillips} 120 Volt/750 Watt, for Cummins ISB/B6.7 Engines	0/0	0
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/ B6.7 or ISL/L9 Engines	0/0	0
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	174/76	250
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14ANY	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.86	0/28	28
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs	0/35	35
15LMA	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab	0/0	0
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	22/4	26

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater & Defroster	54/2	56
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	0/0	0
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16LER	SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Mordura Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjustment	68/24	92
16LSD	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Mordura Cloth, Isolated, with 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Single Chamber Air Lumbar Support	12/-17	-5
16SJW	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Heated, Left and Right Sides 7.44" Sq	9/0	9
16SNT	MIRRORS (2) Aero; Pedestal, Power Adjust, Heated Heads, Turn Signals, Black Heads and Arms, 6.3" x 13.82" Flat Glass, 6.38" x 6.18" Convex Glass Both Sides	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DTT	WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	14/0	14
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/28	28

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
7382135419	(2) TIRE, FRONT 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position	20/0	20
7382135420	(4) TIRE, REAR 11R22.5 Load Range H HDC1 (CONTINENTAL), 488 rev/mile, 75 MPH, Drive	0/36	36
<b>Services Section:</b>			
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
<b>Total Component Weight:</b>		<b>6803/4270</b>	<b>11073</b>
1	Plow/Dump Box/Sander (stainless steel)	0/0	0
<b>Total Body Allied:</b>		<b>0/0</b>	<b>0</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$117,219.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$117,219.00
Prep/Fuel/DOT/shipping from Aspen	\$700.00	
Total Preparation And Delivery:		\$700.00
Freight	\$2,200.00	
Total Freight:		\$2,200.00
Total Factory List Price Including Freight:		\$120,119.00
Less Customer Allowance:		(\$41,419.74)
Total Vehicle Price:		\$78,699.26
Total Body/Allied Equipment:		\$54,805.74
Total Sale Price:		\$133,505.00
Total Per Vehicle Sales Price:		\$133,505.00
Net Sales Price:		\$133,505.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

**The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.**



## 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: 5/20/2019  
Re: JEO Levee Contract Amendment

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**Background:** During the 5/6/2019 Council meeting the Council approved the change orders for the levee construction contract. This was for the construction portion only and did not include the engineering time that was needed during the flood events of the Spring.

The current contract with JEO for the engineering is for \$42,658. The amendment would add an additional \$20,326.25 to the contract amount for JEO. This includes all of the costs associated with on-side observations, flood observation efforts, as well as any time that may be needed to coordinate on future efforts to be reimbursed from the State of SD for the emergency efforts. If the emergency declaration goes through the hope is the bulk of the additional amendment would be reimbursed by the State.

The levee improvements were budgeted in FY2019 for \$300,000 with the total levee line being \$360,000. The amendment would bring the total cost of the levee project to \$321,190.57.

**Financial Consideration:** \$20,326.25 to be charged to the levee construction project

**Recommendation:** Administration would recommend approval of the JEO contract amendment #1 for the 2019 levee repair project.



## 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: 5/20/2019  
Re: Master Planning Agreement

---

**Background:** in the FY2019 budget funds were set aside in the streets budget to do master planning for the area of land West of the interstate North of exit 4. This land is planned to come out of the floodplain and floodway in summer of 2020.

To get ahead of any future development that may happen there the City should undertake a planning project to plan out how streets and other infrastructure will be placed there. The plan will help the City to determine proper zoning, what types of development can happen in the area, as well as public amenities that should be placed.

The budgeted amount for the project was \$40,000. The Stockwell quote is for \$32,000. This project will take a number of months to complete and will include significant input from the staff of the City.

**Financial Consideration:** \$32,000

**Recommendation:** Administration would recommend approval of the Stockwell Engineering quote 19029 for the amount of \$32,000

# Proposal for Professional Services

City of North Sioux City  
Master Planning North of Northshore Drive



## Agreement

**Project:** Master Planning North of Northshore Drive

**Stockwell Project No.:** 19029

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 28<sup>th</sup> day of January, 2019, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF NORTH SIOUX CITY**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** City of North Sioux City

**Address:** 504 River Drive | North Sioux City, SD 57049

**Phone No.** (605) 232-4276

**Fax No.** (605) 232-0506

**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated January 28, 2019. In general, the Project consists of creating a utilities and land use master plan and final report to aid in attracting developers for the area north of Dakota Valley schools and Northshore Drive. Project limits shall be as identified in the attached illustration.

**Compensation:** In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

**Basic Compensation:** Lump Sum \$32,000.00 excluding sales tax

**Additional Services Multiplier:** 1.0 times the expense incurred by the Engineer

**Reimbursable Expense Multiplier:** 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services, Schedule of Billing Rates and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT**

**STOCKWELL ENGINEERS, INC.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Name (printed): Jon Brown, P.E.

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

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Proposal for Professional Services

North Sioux City  
Master Planning North of Northshore Drive



January 28, 2019

Mr. Ted Cherry  
City of North Sioux City  
504 River Drive  
North Sioux City, SD 57049

**BY EMAIL ONLY**  
[Ted.Cherry@NorthSiouxCity-SD.gov](mailto:Ted.Cherry@NorthSiouxCity-SD.gov)

Re: Proposal for Professional Services  
Master Planning North of Northshore Drive

Dear Mr. Cherry,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Master Planning North of Northshore Drive (the "Project"). Stockwell's services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "Standard Terms and Conditions". The City of North Sioux City is referred to as the "Client."

## Acknowledgments

**Client:** North Sioux City  
**Project:** Master Planning North of Northshore Drive

**Description:** In general, the Project consists of creating a utilities and land use master plan and final report to aid in attracting developers for the area north of Dakota Valley schools and Northshore Drive. Project limits shall be as identified in the attached illustration.

## Scope of Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

### Task 1 | Project Initiation

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.
- 1.3 Establish list of Stakeholders.

# Proposal for Professional Services

North Sioux City  
Master Planning North of Northshore Drive

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## Task 2 | Topographic Survey

- 2.1 Notify affected property owners of pending survey.
- 2.2 Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. Stockwell will contact appropriate One Call System, if available, to arrange for the location of utilities at the time of survey.
- 2.3 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

## Task 3 | Boundary Survey

- 3.1 Notify affected property owners of pending survey.
- 3.2 Research and verify existing easements and plats of record at county courthouse for the property.
- 3.3 Set all missing boundary markers.
- 3.4 Determine and show all boundary measurements.
- 3.5 Research and show setback lines based on information provided by city/county zoning offices.
- 3.6 Provide electronic (PDF) copy of stamped boundary survey.

*Deliverables: Stamped boundary survey.*

## Task 4 | Concept Plan

- 4.1 Analyze topography for development potential.
- 4.2 Develop two (2) concept plans illustrating:
  - 4.2.1 General layout of streets and access points to adjust street system.
  - 4.2.2 Location of major drainage ways, approximate flow paths and detention ponds.
  - 4.2.3 High-level water main, sanitary sewer and storm drainage infrastructure (line on a plan and drainage arrows, no structures).
  - 4.2.4 Natural features and amenities and preservation of public land.
  - 4.2.5 Pedestrian connectivity.
  - 4.2.6 Proposed zoning districts.
- 4.3 The concept plans do not include a grading plan.
- 4.4 Submit concept plans to Client for review and approval.
- 4.5 Attend with Client submittal review meeting.
- 4.6 Address Client's comments and prepare single final concept plan.
- 4.7 Prepare preliminary opinion of estimated construction costs for each schematic plan.
- 4.8 Submit to governmental agencies preliminary plan for approval, as necessary.  
Address governmental agencies comments and resubmit preliminary plan documents for review and approval.

*Deliverables: Concept plans & Final Report*

# Proposal for Professional Services

North Sioux City  
Master Planning North of Northshore Drive

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## Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Geotechnical or other exploratory services.

## Compensation

Compensation for services provided by Stockwell pursuant to this proposal will be as outlined below excluding sales or excise tax. Client must make payments in accordance with the Standard Terms and Conditions attached to this proposal.

- **Total – Lump Sum \$32,000.00**

The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time compensation for services rendered will exceed the maximum compensation amount, Stockwell will notify Client in writing. Stockwell will not perform services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon additional compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.  
President

## STANDARD TERMS AND CONDITIONS

### A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

### B. Fees and Payment.

**1.0 Invoices.** Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; (2) phone and fax expenses; (3) copy costs applicable to the Services; and (4) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

**2.0 Payment Due.** Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice describing the Services performed and expenses incurred during the preceding month.

**3.0 Failure to Pay.** Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

**4.0 Interest on Late Payments.** In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

### C. Owner's Responsibilities.

**1.0 Client to Provide Information.** Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

**2.0 Client to Provide Contractors.** Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

**3.0 Client to Provide Representative.** Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

**4.0 Client to Provide Notice.** Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

### D. Miscellaneous Provisions.

#### 1.0 Insurance/Indemnification/Risk Allocation

**1.1 Insurance/Limitation of Stockwell's Liability.** Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of

others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

**1.2 Professional Liability.** Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

**1.3 Hazardous Materials – Indemnification by Client.** Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

**1.4 No Governmental Action Liability.** Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

**1.5 No Project Liability.** Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

**1.6 Warranty.** Stockwell makes no warranties of any kind, including any implied warranty of work performed by the Client's contractor, merchantability or of fitness for any particular purpose.

**2.0 Documents.** Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

**2.2 Environmental.** Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within

the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

- 3.0 **Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 **Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 **Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 **On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 **Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 **Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 **Default and Remedies.**
  - 9.1 **Client's Default.** If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in Section 1.3 above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
  - 9.2 **Stockwell's Default.** If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 **Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Union County Circuit Court, Elk Point, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.
- 11.0 **Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 **Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersedes any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement

must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.

- 13.0 **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 **Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 **Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 **Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.





## 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: 5/20/2019  
Re: Streeter Drive Chip Seal

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**Background:** The Council approved funds of \$100,000 to do a chip seal project on Streeter Drive. The administration would ask for approval to move forward with a contract with Stockwell in the amount of \$9,000 to design the project as well as provide construction administration.

Once the design is completed, we would like to move forward with bidding the project out. After advertising for bids we would bring those to the Council for acceptance

**Financial Consideration:** \$9,000 for the contract with Stockwell Engineering

**Recommendation:** Administration would recommend moving forward with the contract with Stockwell Engineering in the amount of \$9,000 for the Streeter Drive Chip Seal project and move forward with the bidding process when the design is complete. Bids would be presented to the Council at a later time.

# Proposal for Professional Services

City of North Sioux City  
Streeter Drive Chip Seal



## Agreement

**Project:** Streeter Drive Chip Seal

**Stockwell Project No.:** 19025

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 16<sup>th</sup> day of May, 2019, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF NORTH SIOUX CITY**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** City of North Sioux City

**Address:** 504 River Drive | North Sioux City, SD 57049

**Phone No.** (605) 232-4276

**Fax No.** (605) 232-0506

**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated May 16, 2019. In general, the Project consists of design, plan development, and construction administration services to chip seal Streeter Drive from Northshore Drive to River Drive.

**Compensation:** In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

**Basic Compensation:** Lump sum \$9,000.00 excluding sales tax

**Additional Services Multiplier:** 1.0 times the expense incurred by the Engineer

**Reimbursable Expense Multiplier:** 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

### CLIENT

### STOCKWELL ENGINEERS, INC.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Name (printed): Jon Brown, P.E.

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Proposal for Professional Services

North Sioux City  
Streeter Drive Chip Seal



May 16, 2019

Mr. Ted Cherry  
City of North Sioux City  
504 River Drive  
North Sioux City, SD 57049

**BY EMAIL ONLY**  
[Ted.Cherry@NorthSiouxCity-SD.gov](mailto:Ted.Cherry@NorthSiouxCity-SD.gov)

Re: Proposal for Professional Services  
Streeter Drive Chip Seal

Dear Mr. Cherry,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Street Drive Chip Seal project (the "Project"). Stockwell's services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "Standard Terms and Conditions". The City of North Sioux City is referred to as the "Client."

## Acknowledgments

**Client:** North Sioux City  
**Project:** Streeter Drive Chip Seal

**Description:** In general, the Project consists of design, plan development, and construction administration services to chip seal Streeter Drive from Northshore Drive to River Drive. Project limits shall be as identified in the attached illustration.

## Scope of Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

### Task 1 | Project Initiation

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.

# Proposal for Professional Services

North Sioux City  
Streeter Drive Chip Seal

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## Task 2 | Design & Construction Documents

- 2.1 Layout and design the project improvements
- 2.2 Design improvements in coordination with Client's staff.
- 2.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 2.4 Finalize design.
- 2.5 Prepare construction documents. Where applicable, Stockwell shall utilize Client's drafting standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer licensed in the State of the project site and will be suitable for review by permitting agencies with jurisdiction over the project.
- 2.6 Perform Internal Quality Assurance Procedures
- 2.7 Submit three copies of construction documents and Stockwell's opinion of probable construction cost to Client for review.
- 2.8 Address comments to review documents and incorporate into final deliverables.
- 2.9 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction cost and three paper copies of final construction documents for bidding purposes.

[Deliverables: Opinion of probable construction cost; and construction documents for bidding purposes.](#)

## Task 3 | Bidding

- 3.1 Provide bidding documents to prospective bidders.
- 3.2 Maintain a list of plan holders.
- 3.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 3.4 Attend the bid opening and administer letting.
- 3.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.

[Deliverables: Addendums; tabulation of bids received; and recommendation of award.](#)

## Task 4 | Construction Administration

- 4.1 Prepare construction agreement and submit to Contractor for signature.
- 4.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 4.3 Prepare Contractor's notice to proceed.
- 4.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.

# Proposal for Professional Services

North Sioux City  
Streeter Drive Chip Seal

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- 4.5 Schedule and conduct preconstruction meeting. Stockwell to notify contractor and private utilities of the meeting time and location, prepare an agenda, and distribute minutes to attendees.
- 4.6 Review and make comment on shop drawings or other product submittals from contractor
- 4.7 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deficiencies observed in the work and deviations from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.
- 4.8 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 4.9 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 4.10 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 4.11 Prepare monthly progress payment request forms for Client and Contractor to execute.
- 4.12 Review change order requests made by Contractor and provide recommendation to Client to approve or deny such claims. Work added to the Contractor's contract resulting in additional effort by Stockwell shall be considered an additional service.
- 4.13 Prepare final change order to reflect as-built quantities and final pay request forms for Client and Contractor to execute.
- 4.14 Conduct one warranty inspection in conformance with the construction contract. Prepare a "punch list" of warranted items requiring completion or correction. Stockwell to deliver punch list to Client and Contractor. Stockwell is not responsible for further coordination of Contractor's repairs. Additional effort spent by Stockwell coordinating repair work shall be considered an additional service and invoiced separately to the Client.

[Deliverables: Executed contract documents; contractor's notice to proceed; preconstruction meeting minutes; change orders; pay requests; certificate of completion; and punch lists.](#)

## Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Geotechnical or other exploratory services.
- Materials testing.
- Coordination of warranty repairs.
- Topographic survey.
- Construction staking.
- Change order work.

# Proposal for Professional Services

North Sioux City  
Streeter Drive Chip Seal

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## Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be on a **lump sum basis, in an amount of \$9,000.00 excluding sales or excise tax.** Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

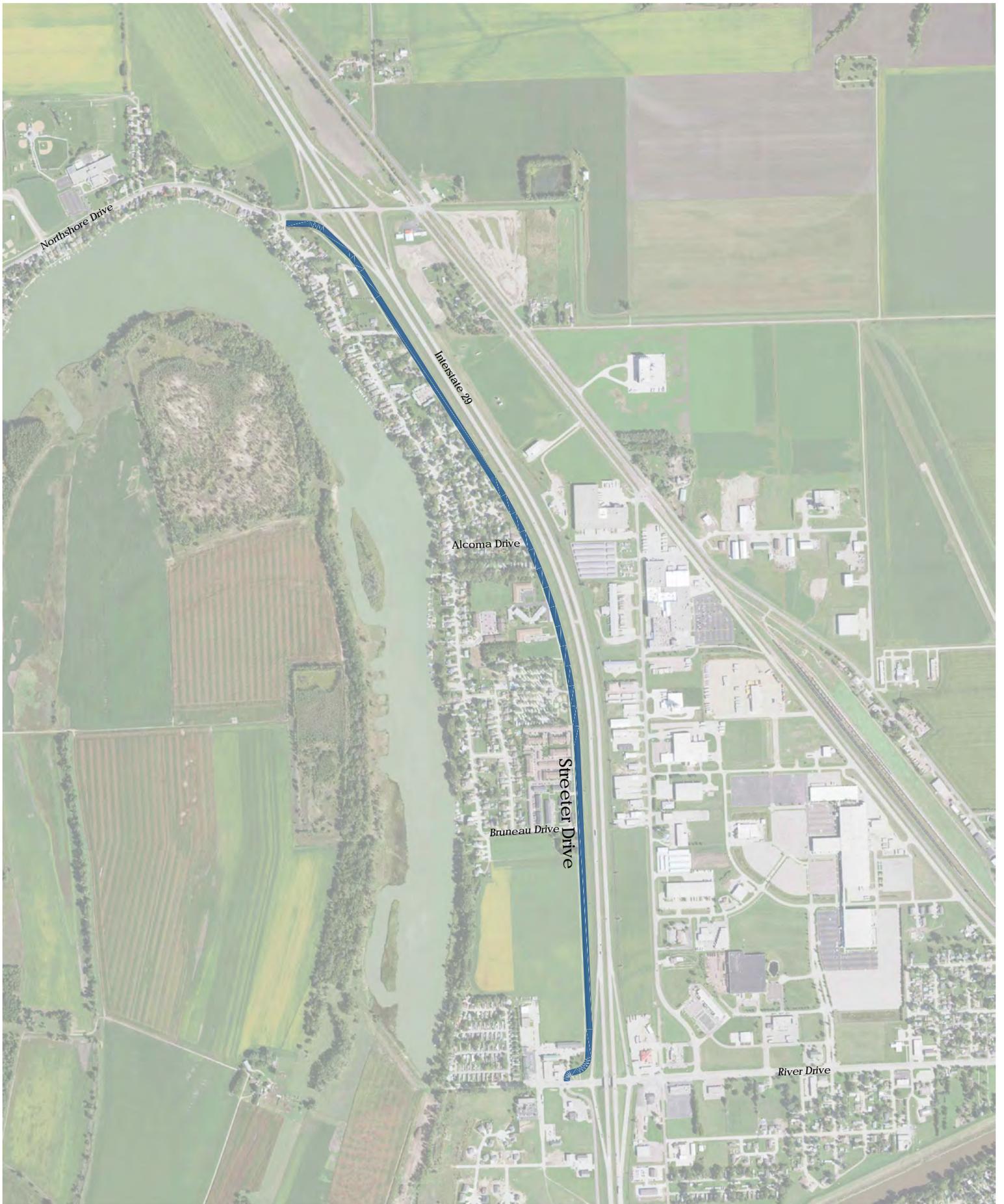
The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time compensation for services rendered will exceed the maximum compensation amount, Stockwell will notify Client in writing. Stockwell will not perform services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon additional compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.  
President



19025 - project location.dwg

# Project Location Streeter Drive

05/20/19



NTS



1/28/2019 SEI No: 19025



## STANDARD TERMS AND CONDITIONS

### A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

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**1.0 Invoices.** Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; (2) phone and fax expenses; (3) copy costs applicable to the Services; and (4) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

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**3.0 Failure to Pay.** Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

**4.0 Interest on Late Payments.** In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

### C. Owner's Responsibilities.

**1.0 Client to Provide Information.** Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

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**4.0 Client to Provide Notice.** Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

### D. Miscellaneous Provisions.

#### 1.0 Insurance/Indemnification/Risk Allocation

**1.1 Insurance/Limitation of Stockwell's Liability.** Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of

others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

**1.2 Professional Liability.** Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

**1.3 Hazardous Materials – Indemnification by Client.** Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

**1.4 No Governmental Action Liability.** Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

**1.5 No Project Liability.** Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

**1.6 Warranty.** Stockwell makes no warranties of any kind, including any implied warranty of work performed by the Client's contractor, merchantability or of fitness for any particular purpose.

**2.0 Documents.** Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

**2.2 Environmental.** Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within

the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

- 3.0 **Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 **Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 **Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 **On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 **Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 **Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 **Default and Remedies.**
  - 9.1 **Client's Default.** If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in Section 1.3 above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
  - 9.2 **Stockwell's Default.** If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 **Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Union County Circuit Court, Elk Point, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.
- 11.0 **Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 **Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersedes any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement

must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.

- 13.0 **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 **Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 **Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 **Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 5/20/2019  
Re: Splash Pad Design Contract

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**Background:** During the Nov. 19, 2018 City Council meeting the Council approved moving forward with a Splash Pad to be located at the library. The information that was presented to the Council at the time is included after this memo.

The highlights of the information are that the total cost for splash pads in other communities was approximately \$130,000 to \$150,000. Most communities used a chlorinated recirculating system. Additional protections on diseases can be provided with a UV filtration system that adds costs to the total price. Other communities tended to start with fewer elements but build the pad out for the possibility of adding other elements at later dates. Other communities did warn that the running costs associated with the chemicals and the water were higher than they had anticipated.

To move forward with a splash pad in North Sioux City at the Library a design would have to be done that would take into account all of the elements of the pad itself. These would include running water to the site, running electrical to the site, the size of the pad of concrete that needs to be poured, the water elements to the pad, and the mechanical components. Other items that would need to be taken into consideration would be shade areas, picnic tables, fencing, and restroom facilities.

Without doing a design and understanding what the Council, Parks Board, and the community wants in a Splash Pad it is not feasible for the Administration to come up with an actual estimate of the costs. Stockwell has provided a quote for \$7,800 to work through the design process with the City that involves the creation of 3 “loose” designs, public meetings, and final design on the project with cost estimates.

**Financial Consideration:** \$7,800 for design contract from the \$50,000 budgeted by the City

**Recommendation:** If the Council is still wanting to move forward with the Splash Pad Administration would recommend the approval of the design contract.

To: North Sioux City, City Council  
From: Ted Cherry, City Administrator  
Date: 11/19/2018  
Re: Splash Pad Discussion

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**Background:** At a previous meeting the Council asked to have information gathered regarding the installation of a splash pad in the community. A number of communities were contacted. Some of the pertinent information is below.

Other communities stated that a recirculating system was the most appropriate option for them because they didn't want to use a fresh water system. The reason for this was because it is wasteful for water. Also the water is colder and they feared people would be less likely to use it. Even with a recirculating system some water will be expended through evaporation and some circulation. Fresh water would be needed to replace the lost water. The amount of water used is dependent on the types of equipment provided. All communities caution that a good plan must be in place for the right features and how to maintain the equipment.

I also spoke with Luke Blais who is a sales lead for Rain Deck Splash Pad systems. The information I gathered from him is below.

For a recirculation system there would need to be a chlorination system put in place. This is a smaller, but similar, system like those put in pools. A dichlorination system is not something he has ever seen put in place. For an area of 1,200 sq feet he stated they would most likely see 5-6 elements. These would be fed by a 1,700-gallon tank. The larger the tank the better, and this size is what he suggested.

They suggest using basic 4-inch concrete pad with a medium brushed surface. Usually they see communities put in 1 large bucket dump system, 4-5 other smaller ground features, and then some ground sprays as well. The large bucket dumps cost approximately \$20,000 and the small ground features range in price from \$4,000 to \$10,000. He stated that with 5-6 features, the pump system, chlorination system, tank, and concrete most communities see the cost come in between \$130,000 and \$150,000. Features could be taken out of that price and added later if budget was a concern.

The Council had concerns regarding the mechanical components. From Luke's information they would include the recirculation pump, a ground feature pump, a sand filter, the chlorination equipment, and an automatic chemical testing/distribution component. These parts would be connected to a central hub that would control the times of day the pad would be available as well setting durations of how long the water would run. The system is easily winterized and most, if not all, of the above ground parts can be removed and stored during the winter season. The season could be April to September in this area.

There were further concerns regarding disease, specifically hand foot and mouth disease, that were brought forward. There have been concerns regarding this from a number of other communities nationwide. Luke stated that is certainly a possibility, but because of the automatic chemical testing/distribution this is few and far between. He stated there were two other ways combat this issue. The first is through very strict rules specifically toward toddlers who are still in diapers. He suggested children that small be required to wear swim diapers, but regulating that can be difficult. Also, a UV filtration system could be added at a cost of approximately \$12,000.

**Financial Consideration:** None at this time

**Recommendation:** At this time the information has been provided for discussion. Information does need to be provided to the administration and the Parks Board on how the City Council would like to proceed. If the Council wants to move forward with the project, we would need to know a definitive location on where to proceed. The options that have been suggested at this time are Ferrari Park, Parkside Park, and ground at the Library. Also, it would be suggested that a recirculation system is used if moving forward as a discharge of water in a fresh water system isn't feasible. Lastly, depending on location would the Council want to see restroom facilities explored.



## AGREEMENT FOR PROFESSIONAL SERVICES

**Project:** Splash Pad Master Plan

**Stockwell Project No.:** 19156

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 7<sup>th</sup> day of May, 2019, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **NORTH SIOUX CITY**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** North Sioux City

**Address:** 504 River Drive, North Sioux City, SD 57049

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**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated 05/07/2019. In general, the Project consists of the preparation of a master plan for a potential new splash pad north of the community library in North Sioux City (the "Project").

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**Compensation:** In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

**Basic Compensation:** \$7,800.00 lump sum excluding sales tax

**Additional Services Multiplier:** 1.0 times the expense incurred by the Engineer

**Reimbursable Expense Multiplier:** 1.0 times the expense incurred by the Engineer

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The attached Proposal for Professional Services, Schedule of Billing Rates and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT**

**STOCKWELL ENGINEERS, INC.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Name (printed): Jon Brown, P.E.

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

May 7, 2019

Mr. Ted Cherry  
City of North Sioux City  
504 River Drive  
North Sioux City, SD 57049

**BY EMAIL ONLY**  
Ted.Cherry@NorthSiouxCity-SD.gov

Re: Proposal for Professional Services  
Splash Pad Master Plan

Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for Splash Pad Master Plan (the "Project"). Stockwell's services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "Standard Terms and Conditions". **City of North Sioux City** is referred to as the "Client."

### 1.0 Project Description

- 1.1 In general, the Project consists of the preparation of a master plan for a potential new splash pad north of the community library in North Sioux City (the "Project").

### 2.0 Schematic Plan

- 2.1 Attend initial meeting with Client and Park Board to determine Project concept and scope.
- 2.2 Provide internal Project management, quality control and coordination of work completed by sub-consultants.
- 2.3 Conduct inventory & analysis of study area.
  - 2.3.1 Site visit to identify opportunities and constraints of the project and review context of study area.
  - 2.3.2 Review all background information made available to Stockwell by Client.
- 2.4 Prepare three schematic plans and "loose graphics" illustrating potential splash pad improvements and elements.
  - 2.4.1 Graphic layout and spatial organization of potential elements.
  - 2.4.2 Prepare preliminary opinion of estimated construction costs for the Project.
- 2.5 Conduct schematic plan review meeting with Client. Present ideas and gather feedback for final master plan phase.
- 2.6 Facilitate one (1) public meeting for the purpose of gathering information and public voting on concepts.

*Deliverables: Outline of public information and related information; and schematic plan and supporting graphics.*

### 3.0 Master Plan

- 3.1 Address Client's comments. Revise/refine ideas from selected preliminary concept into the Master Plan based on stake holder review comments and direction.
- 3.2 Develop presentation quality renderings.

- 3.2.1 Site plan of splash pad and surrounding area (1).
- 3.2.2 Perspective views of various improvement areas (1-2).
- 3.2.3 Phasing plan of splash pad master plan (1).
- 3.3 Prepare and submit to Client for approval preliminary "Engineer's Estimate" of estimated total construction costs for the Project organized according to the phasing plan.
- 3.4 Present final Master Plan at Park Board meeting.
- 3.5 Make final adjustments to Master Plan and present to City Council.

*Deliverables: Master plan & supporting graphics; phasing plan; and estimate of construction cost.*

#### 4.0 Additional Services

- 4.1 If authorized in writing by Client, Stockwell will furnish additional services which are not considered as basic services described above under this Proposal. Additional services provided will be mutually agreed upon by the parties and will be performed for compensation over and above the maximum amount set forth below, if any, otherwise at Stockwell's current hourly rates.

#### 5.0 Compensation

- 5.1 Compensation for services provided by Stockwell pursuant to this Proposal will be on a **lump sum basis, in an amount of \$7,800.00 including sales or excise tax.** Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.
- 5.2 The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time compensation for services rendered will exceed the maximum compensation amount, Stockwell and Client agree Stockwell will not perform additional services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon additional compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.

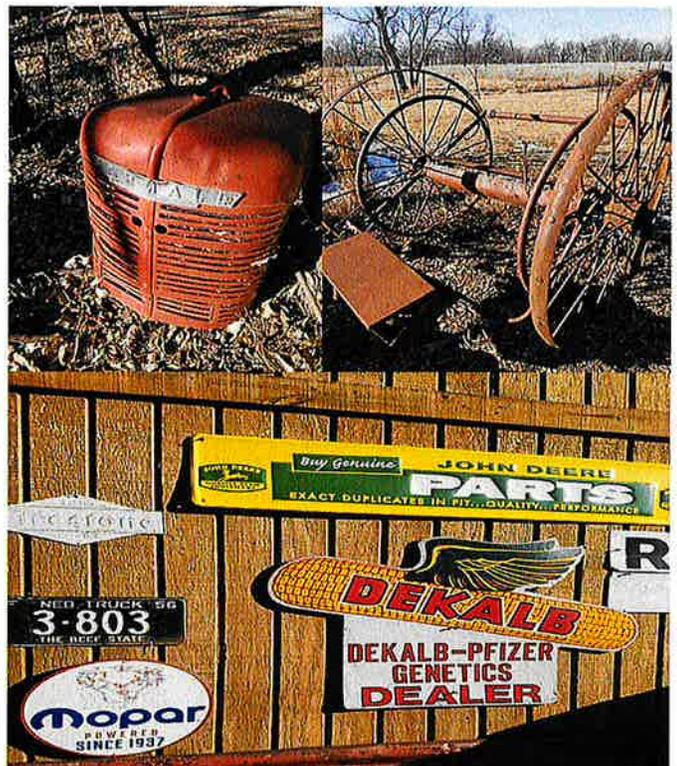


Jon Brown, P.E.  
President

# PICKIN' IN THE PARK

Saturday, June 29,  
2019

10:00 a.m. – 6:00 p.m.



Adams Homestead and Nature Preserve,  
North Sioux City, SD.

Vendors will be selling:

Primitive, Vintage, Repurposed, architectural  
salvage, rustic yard art, junk treasures, and upcycled  
products

Free Admission \* Family Oriented \* Beautiful Location

Food \* Entertainment

Please contact the Adams Homestead and Nature Preserve to be a vendor at  
this event or for more information about this event:



Jody Moats - [Jody.Moats@state.sd.us](mailto:Jody.Moats@state.sd.us)



200 Military Road  
P.O. Box 2025  
North Sioux City  
South Dakota 57049-2025

5/8/19

Dear Parks & Rec Board,

I have included a check for \$2000 for the flowers that were going to be replaced, I added extra in case it went over the bid, if there is any extra money left over please feel free to use it on other various projects. Thank you for letting me be involved with the beautification projects of the city parks.

Thanks,

Kimberly Luken

Beano & Sherry's Casinos

