



## Regular Meeting of the City Council

July 8, 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: June 17, 2019 Regular Meeting
- F. Agenda Items
  - 1. Ordinance 2019-02 – Public Begging – 2<sup>nd</sup> Reading
  - 2. Ordinance 2019-03 – Nuisance Update – 2<sup>nd</sup> Reading
  - 3. Lakeshore Estates Extended Warranty and Developer’s Agreement Amendment
  - 4. Lakeshore Estates 2<sup>nd</sup> Addition Plat
  - 5. Flynn Extension Change Order #2 and #3
  - 6. Sewer Rate Update
  - 7. Sewer Study
  - 8. Sewer Lining Contract
  - 9. Generators Contract
  - 10. Flynn Substantial Completion
  - 11. South Derby Closeout
  - 12. Pump quote
  - 13. Parks Board Ice Cream Social
- G. Community and Council Input
  - 1. Next Meeting – July 22, 2019
- H. Executive Session\*
- I. Approval of Bills
- J. Adjournment

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

**UNAPPROVED**  
**North Sioux City, South Dakota**  
**City Council Regular Meeting Minutes**  
June 17, 2019

Meeting called to order at 7:00 p.m. by Mayor Fredericksen. Benson, Berg, Blaeser, Carpenter, Cropley, Green, and Parks were present. Slater was absent. Also, in attendance were City Administrator Ted Cherry and City Finance Officer Mike Hamm.

Mayor Fredericksen led the Pledge of Allegiance.

Motion by Blaeser, second by Cropley to approve the agenda as presented with addition of item #8 2019 Sky JC, Inc Alcohol License Application. All members present voted aye.

Motion by Green, second by Benson to approve the minutes from the June 3, 2019 Council Meeting. All members present voted aye.

Motion by Parks, second by Benson to approve the 2<sup>nd</sup> reading of Ordinance 2019-01 as presented. All members present voted aye.

Motion by Benson, second by Berg to approve a Special One Day Event License request from Dustin Chartier. All members present voted aye.

Cherry brought forward a request from Casey and Scott Greer for a plat of their property of Lakeview Place. This plat would combine the lot their current home sits on with the back-lot area. Cherry explained that the Planning Commission had some questions on the type of business they ran out of their home and stated that they would need to apply for a conditional use permit. Cherry also explained that the lot would need to be rezoned once platted this way. Proper zoning would be R1. Carpenter asked if this would be considered pocket zoning. Cropley stated that they had one in North Sioux City Proper that it took awhile to clean up.

Motion by Berg, second by Green to approve Plat – Greer Lot A. All Members present voted aye.

A discussion was held on the Military Road Bridge Force Main Change Order #1. It was explained that the manhole was not a classically built manhole. Benson asked why that wasn't in the original bid. Cherry stated that they probably assumed it was a classically built manhole. It was explained that this would be the cost for a whole new manhole. That once the top was taken off the original manhole became unusable.

Motion by Parks, second by Blaeser to approve the Military Road Bridge Force Main Change Order #1 with it being paid out of fund 212. All members present voted aye.

A discussion was held on purchasing a pump. Cherry said the city current rents them from Bierschback at a cost of \$2,106 per pump per month. Cherry said that the cost of the rent the city has paid would be deducted off the purchase price. Cherry also stated that this was not in the original budget so if the council approves it there would need to be a budget supplement that goes along with it.

Motion by Berg, second by Benson to approve the purchase of a pump from Bierschback for a cost of \$27,482.45 with a budget supplement to the General Fund account 101-4318-4250. All members present voted aye.

Cherry presented Ordinance 2019-02 Public Begging. This would be a new section to code 5.28.015. It states that people can't solicit or have any public begging in public places or go door to door.

Motion by Parks, second by Cropley to approve the 1<sup>st</sup> reading of Ordinance 2019-02. All members present voted aye.

Cherry presented Ordinance 2019-03 Nuisance. This would allow the city to notify property owners by placing a sign on the property, hand delivery, certified mail, or other form of communication.

Motion by Cropley, second by Berg, to approve the 1<sup>st</sup> reading of Ordinance 2019-03. All members present voted aye.

Motion by Carpenter, second by Green to approve the following Uniform Alcohol Beverage License Applications. Sky JC, Inc. All members present voted aye.

Community Input:

1. Kim Luken had two questions for the council. 1<sup>st</sup> she heard that the bridge project was going to be delayed. 2<sup>nd</sup> Is there anyway the City can have a public meeting to update the public on the timeline of the project. Cherry said that he has not been made aware of any delays. Parks stated he doesn't think we need a public meeting at this time but it would be a good idea to send an email to the public to give them an update on the project.
2. Tri-State Cruisers is next week.
3. The next council meeting is July 8<sup>th</sup>.
4. Pickin in the Park is June 29<sup>th</sup>.
5. Cherry mentioned that he was at the Sioux City Council meeting. He stated that there was a draft sent to him that North Sioux City's industrial users for sewer will see an estimated 55% increase and that the North Sioux City total flow cost will increase 70%. He also stated that the Cities bill would increase an estimated \$26,000 a month.

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

AFLAC	695.38	JUNE2019 PREM
AMRCN UNDRGRND SUPP	107.65	WTR RISERS (3)
BENEFIT ADMIN SELF EM	102.00	JUL2019 HRA FEE
BIERSCHBACH EQUI	13792.40	FLOOD PUMPS
C&S SLTNS, INC	2500.00	WTR LCTR
C. W. SUTER SVCS	3640.56	CH-SEMI ANNUAL MNTNC AGREEMENT (2)
CERTIFIED TESTING SVCS	3805.00	S DERBY-RCNSTRCTN PROJ
CITY OF SIOUX CITY IOWA	9587.23	STREET CLNG
CITY OF SIOUX CITY	39042.00	MAY2019 SWR CHGS USAGE 18,075
CRARY, HUFF, INKSTER, SHEEHAN	5128.25	MAY2019 LEGAL FEES
DAKOTA DUNES/NSC TIMES	941.55	MAY2019 PUBLISHING FEES
THOMPSON INNOVATION	66.00	LIB-ALARM MNTRNG AGREEMENT
ELECTRONIC ENGINEERING CO.	31.25	SR CNTR-TECH SUPP
FREDERICKSEN, RANDY	42.00	MLG REIMB
GILL HAULING	12702.19	MAY2019 RSDNTL WST
H2O 4 U	29.50	PD-BOTTLED WTR, COOLER RENT
HAMM, MIKE	413.04	MLG REIMB-MULTIPLE MTGS
HAWKINS, INC	2467.14	CHLORINE (17)
CORE & MAIN LP	2105.58	HYD EXT KIT (3)
HENKINSCHULTZ	1300.00	ADVRTSNG
JACK'S UNIFORMS & EQUIP	400.00	CLTHNG ALLWNC
EAKES OFFICE SLTNS	86.22	SR CNTR-PLCMNT MAT (2BX)
JEFF'S LAWN CARE, INC.	145.00	WEED CNTRL
JEO CNSLTNG GROUP	17996.75	NSC MILITARY RD DRAINAGE
NEXTAR BRDCSTNG	1619.00	ADVERTISING 5/01-5/27
KMEG-TV	360.00	MILITARY BRIDGE AD
KPTH TV	300.00	MILITARY BRIDGE AD
KTIV	947.50	ADVERTISING 5/6-5/17
LINDBLOM SVCS	825.00	MAY2019 TOILET RNTL, SETUP FEE
LOCAL NO. 749	170.00	JUL2019 DUES
LONG LINES	779.78	JUNE2019 PHN & INT CHGS
MATHESON TRI-GAS	224.38	SHOP SUPPLIES
MCCOOK LAKE ASSCTN	250.00	2019 FIREWORKS DONATION

MERCY BUSINESS HEALTH SVCS	53.33	JUNE2019 EAP
MIDAMERICAN ENERGY	63658.69	FLYNN PROJECT, MAY2019 UTLTY CHGS
O'REILLY AUTOMOTIVE, INC.	109.40	FILTERS (9)
ONE OFFICE SLTN	69.15	PAPER ROLL (2 PK), OFFICE SUPP
QLFD PRESORT SVC, LLC	753.01	MAY2019 PSTG UTLTY BILLS
GARY ROAN	1130.00	INSPECTIONS (15)
ROBERTSON IMPLEMENT CO	297.75	LAWN MWR BELT, PARTS (11)
ROSENQUIST, BRENNNA	108.87	EXP REIMB-SUMMER REC
SD DEPT OF ENV & NAT'L RES	1050.00	DRINKING WTR FEE
SD DEPT OF REVENUE	150.00	CASEY'S LIQ LICENSE
SD ONE CALL	67.20	MAY2019 LOCATES (60)
SERVICE CNSTRCTN	442.00	STREET DRNG-ALCOMA ST
SIGLER FIRE EQUIP	416.75	FIRE EXT INSPECT/MAINT
SIOUX CITY JOURNAL	1169.01	MAY2019 ADVRTSNG
SIOUX CITY TRNST	4722.77	NSC CITY SUBSIDY
SXLND HUMANE SOCIETY	236.00	MAY2019 SVCS
SOUTHEAST SD TOURISM ASSOC.	245.00	MEMBERSHIP DUES
UNION CO. REG OF DEEDS	1.00	COPY OF PLAT
US POSTOFFICE	176.00	BOX #650 ANNUAL RNWL
VAN DIEST SUPP CPNY	1504.80	ALTOSID BRIQUETS (2 CS)
WELLMARK BLUE CROSS	13653.50	JUL2019 INSUR PREMIUM

Motion to adjourn by Benson second by Parks at 8:00pm. All members present voted aye.

**Approved**

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**Randy Fredericksen, Mayor**

**Attested**

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**Mike Hamm, City 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: 7.8.2019  
Re: Ordinance 2019-02 Public Begging 2nd Reading

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**Background:** The City has received complaints regarding transients begging at both of the exits in North Sioux off the interstate. This creates an unsafe situation for those people standing on the road as well as make some drivers uncomfortable. The Ordinance, as presented, would make this type of activity illegal and the Police Department would have the ability to take action against these individuals.

Also, the ordinance makes clear that public begging door to door is illegal as well.

The ordinance was asked for from the Police Department.

The first reading of Ordinance 2019-02 was approved by the City Council on 6/17/2019

**Financial Consideration:** Publication Costs

**Recommendation:** Administration would recommend the approval of Ordinance 2019-02 2nd reading.

PROPOSED ORDINANCE 2019-02

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 5 BUSINESS LICENSES AND REGULATIONS CHAPTER 5.28 PEDDLERS, SOLICITORS AND VENDORS BY ADDING A NEW SECTION, 5.28.015 PUBLIC BEGGING UNLAWFUL, TO DIFFERENTIATE BEGGING AND SOLICITATING AND TO MAKE THE FORMER UNLAWFUL

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 5, Chapter 5.28 be amended as set forth below.

**5.28.015 Public Begging Unlawful**

A. It is unlawful to detain, or attempt to detain, any person in a public place or on a street and/or sidewalk or to go door to door at residences or places of business for the purpose of begging for money or other valuable consideration without giving valuable consideration in return. This also precludes any communication via words, signs, and any other conduct or communication with the sole purpose of receiving charity.

B. Begging shall not include solicitations from bona fide charitable, educational, religious, civic, veterans', or fraternal organizations, service clubs, political parties, or volunteer groups provided that the organizations and/or groups identify themselves prior to the solicitation and receive any necessary permits.

C. It is unlawful for any person to falsely identify themselves as soliciting on behalf of such organizations.

Dated at North Sioux City, South Dakota this \_\_\_\_ day of \_\_\_\_\_ 2019

THE GOVERNING BODY OF THE CITY  
OF NORTH SIOUX CITY, SOUTH DAKOTA

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

ATTEST;

By: \_\_\_\_\_  
Mike Hamm, Finance Officer

First Reading:  
Second Reading:  
Publish:  
Effective Date:



# City Council MEMO

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

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 6/17/2019  
Re: Ordinance 2019-03 Nuisance Update 2nd Reading

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**Background:** The City is required to give notice to a property owner when an abatement of property needs to happen. This is most often done when abandoned properties are not being mowed or taken care of. Additional if there is junk on properties notice must be given.

Ordinance 2019-03, as presented, would allow for the Police Department to work through multiple forms of delivery instead of just by giving written notice. There are times when a written notice is not available to the officers due to the property owner not living at the property.

Ordinance 2019-03 was approved by the City Council on 6.17.2019

**Financial Consideration:** Cost of publication

**Recommendation:** Administration would recommend the approval of Ordinance 2019-03 2nd reading amending the procedure of the abatement of properties.

PROPOSED ORDINANCE 2019-03

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 8 HEALTH & SAFETY CHAPTER 8.08 NUISANCES SECTION 8.08.030 ABATEMENT AND PENALTY FOR VIOLATION TO ALLOW FOR NOTICE OF VIOLATION TO BE GIVEN VIA A PUBLIC POSTING OR MAILING.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 8, Chapter 8.08, Section 030 be amended as set forth below.

**8.08.030 Abatement and penalty for violation.**

The city mayor, or whomever he or she may designate, shall give written notice, either by hand delivery in person, posting of the notice on the property within view of the public, via certified mail, or another physical form of direct communication, to any person creating, permitting or maintaining any nuisance as defined in this chapter, to abate such nuisance forthwith. The notice shall be abated by the person or persons in control of the affected premises within ten (10) days after the notice is given, except that in such cases where the mayor determines that the nuisance constitutes a health or safety hazard, the notice may require abatement of the nuisance to be immediate, or within such time as shall be deemed by the mayor to be reasonable and practical under the circumstances. If such person shall neglect or refuse to abate any such nuisance after the notice is given, and within the time stated in the notice, he or she may be charged with a violation of this chapter. Each day the person is in violation of this chapter shall be deemed a new violation. Upon conviction the person may be subject to a fine of not more than Five Hundred Dollars (\$500.00) for each of the violations. In addition to imposing penalties, the court may make abatement of the nuisance a condition of suspension of any of the imposed penalties.

Dated at North Sioux City, South Dakota this \_\_\_ day of \_\_\_\_\_ 2019

THE GOVERNING BODY OF THE CITY  
OF NORTH SIOUX CITY, SOUTH DAKOTA

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

ATTEST;

By: \_\_\_\_\_  
Mike Hamm, Finance Officer

First Reading:  
Second Reading:  
Publish:  
Effective Date:

**Limited Extended Warranty Agreement  
and  
Amendment No. 1 to the Development Agreement**

This Limited Extended Warranty Agreement and Amendment No. 1 to the Development Agreement (“**Agreement**”) is entered into as of July \_\_\_\_\_, 2019 between **Lakeshore Estates, LLC**, a South Dakota limited liability company, 300 Centennial Drive, Suite 200, North Sioux City, South Dakota 57049 (“**Developer**”) and the **City of North Sioux City**, a South Dakota municipal corporation, 504 River Drive, North Sioux City, South Dakota 57049-3007 (“**City**”).

**WITNESSETH:**

**WHEREAS**, Developer and City entered into that certain Development Agreement as of January 8, 2018 regarding the Project as defined therein;

**WHEREAS**, Developer has developed and has platted into lots Lakeshore Estates, including without limitation, various utilities;

**WHEREAS**, City has requested an extended warranty on work more particularly described below and Developer is willing to grant a limited extended warranty on the terms and conditions hereinafter set out;

**WHEREAS**, Developer and City have agreed to punch list items which will be completed on the terms and conditions hereinafter set out.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Developer and City, the parties agree as follows:

**I. Limited Extended Warranty Agreement.**

1. Developer hereby warrants for a period of two (2) years from the date of this Agreement that the Work was installed in accordance with the contract plans and specifications. Work is defined as constructing and installing the storm sewer line running from manhole ST5 to the lakefront outlet, all in Lakeshore Estates, and constructing paved street panels.

2. Developer further hereby warrants for a period of four (4) years from the date of this Agreement that three manholes (ST1, ST8, and ST11 located on Southlake Blvd. St.) constructed may cause concern should the covers slide during freezing weather.

3. If problems occur with the storm sewer line running from manhole ST5 to the lakefront outlet and require that the pipe be uncovered and the source of the problem is determined that the absence of rubber gasketing of a joint in the pipe is the cause, during the extended two-year warranty period, Developer will assume financial responsibility for the repair or repairs that are required. If a paved street panel cracks or settles more than 1/16<sup>th</sup> of an inch, during the extended two-year warranty period, Developer will replace the panel. Defects inherent in the kind or quality of materials specified are excluded from this Limited Extended Warranty, as are damages arising out of improper use, maintenance, and normal wear and tear.

4. If the said manhole covers slide during freezing weather, during the extended two-year warranty period, Developer will fix them. Defects inherent in the kind or quality of materials specified are excluded from this Limited Extended Warranty, as are damages arising out of improper use, maintenance, and normal wear and tear.

5. Developer agrees that this Limited Extended Warranty Agreement shall be in effect for the number of years it will take for the extinguishment of the monetary obligation set out in the Tax Incremental District Plan Number Four created by the North Sioux City City Council on October 2, 2017 adopted in Resolution No. 2017-07, at which time this Limited Extended Warranty Agreement shall terminate.

6. It is understood and agreed that in the event of defects and the necessity of making repairs, City will immediately notify Developer in writing of its conditions and shall give Developer an agreed upon time in which to make said repairs. If any person, firm or corporation other than the Developer has, since the substantial completion of the Work, performed or attempted to perform any repairs to the Project, then this Limited Extended Warranty could become null and void. This Limited Extended Warranty does not cover any repairs made by anyone other than the Developer or one of its authorized representatives.

7. Developer shall not be under any responsibility or liability to make repairs occasioned by injury to said Project caused wholly or in part by windstorm, tornado, hail or other casualty, or by reasons of negligence by any party not directly associated with Developer. Developer is not responsible for damage caused by the work of other contractors who performed work on the Project.

THIS LIMITED EXTENDED WARRANTY IS AN EXPRESS LIMITED EXTENDED WARRANTY EXTENDED ONLY TO THE CITY NAMED HEREIN. NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE MADE, NOR IS THIS LIMITED EXTENDED WARRANTY

EXTENDED FOR THE BENEFIT OF ANY THIRD PARTY OR SUBSEQUENT PURCHASER.

## **II. Amendment No. 1 to the Development Agreement.**

The Development Agreement dated as of January 8, 2018 regarding the Project as defined therein is amended to add the following provision regarding the punch list items to be completed on or before August 31, 2019, or as otherwise provided below:

1. Installation of rip rap and fine grading of the lake outlet drain done to specifications of construction drawings. This is from DGR punch list of items to be completed. Installation of rip rap is totally dependent upon the level of the lake returning to its historic winter level.
2. Mound 12" cover above storm sewer outlet.
3. Install inlet protections needed to be added to backyard drains. Developer and the subsequent owner of a lot must grade the drainage easement to drain to the drain provided and maintain the drainage grade and drain throughout the life of the property. Developer cannot guarantee that the lots will all be closed on and graded by August 31, 2019 but will be completed as soon thereafter as the lots are sold.
4. Reseal joints of the paving. Developer will provide input from the paving contractor regarding joint sealant.
5. Manhole water testing per information previously provided; if failures are found epoxy and repair the seals and retest the manholes per the SD DENR standards.
6. Grade areas around manholes to ensure water does not leak into manholes. Developer will place fill around the manholes along the walking path when the weather permits.
7. Utility work completion.
8. Street sign installation after platting.
9. Street light installation after platting. The parties acknowledge that the street light installation is totally dependent on MidAmerican Energy Company. Developer shall be required to pre-pay and will do so when the Final Plat receives the Planning and Zoning Commission's approval.

Developer and City understand that some of the above described punch list items may not be able to be completed by August 31, 2019 due to lake levels and



To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 7.8.2019  
Re: Lakeshore Estates Plat Memo, Extended Warranty, and Developers Agreement Amendment

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**Background:** Lakeshore Estates has given their plat to the City for approval. There have been multiple meetings and conversations between City Officials and the development group to ensure the plat is correct and the development can move forward.

The Plat was taken to the Planning Commission on 6.26.2019 for their approval. The Commission approved the plat with some recommendations for modifications and clarifications. Those items were

- Clarification on easements and filing exiting easements
- Verification on the water line and storm sewer line easements
- Execution of the emended and restated utility easements
- Modifications of the covenants
- Modifications of the Extended Warranty and Amended Developer’s Agreement

The easements have been completed and the proper language have been worked into all of them. The language that is on the plat’s Owner’s Certificate has been replicated in the easements regarding the exclusive rights of the City to use the easements and allow for us to allow others to use them if we feel it is necessary

The covenants have been modified to include items being included stating that property owners are responsible for the maintenance of the easement areas including the storm drainage areas, the removal of the language regarding irrigation from the lake, and maintenance items on the berm. Covenants are items between the homeowners association and the property owners. Most items are intended for that purpose, while some do protect the City as in the sidewalk provision and sidewalks being required.

An extended warranty and an amendment to the Developer’s Agreement is also in place and needs to be approved by the City. The agreement has all of the remaining items to be done. The larger of the items are the installation of rip rap when the lake level allows for it and the water testing of the manholes when the developer is able to get a contractor on site to perform the tests. In the event a test fails an epoxy will be placed in the manholes cracks to fix the issue. Other items would include some that can’t be done until after platting like street signs, electric/gas installation, and street light installation. The City would maintain the right to withhold building permits, occupancy permits, inspections, and utility services until the items are completed to our satisfaction.

Additional soil boring tests were done as well on the property. Greg has reviewed these results and there are some remaining concerns.

Some items are still working through the process. Further information will be provided to the Council before the weekend on the covenants, boring samples, and letters from attorney and engineer for further analysis.

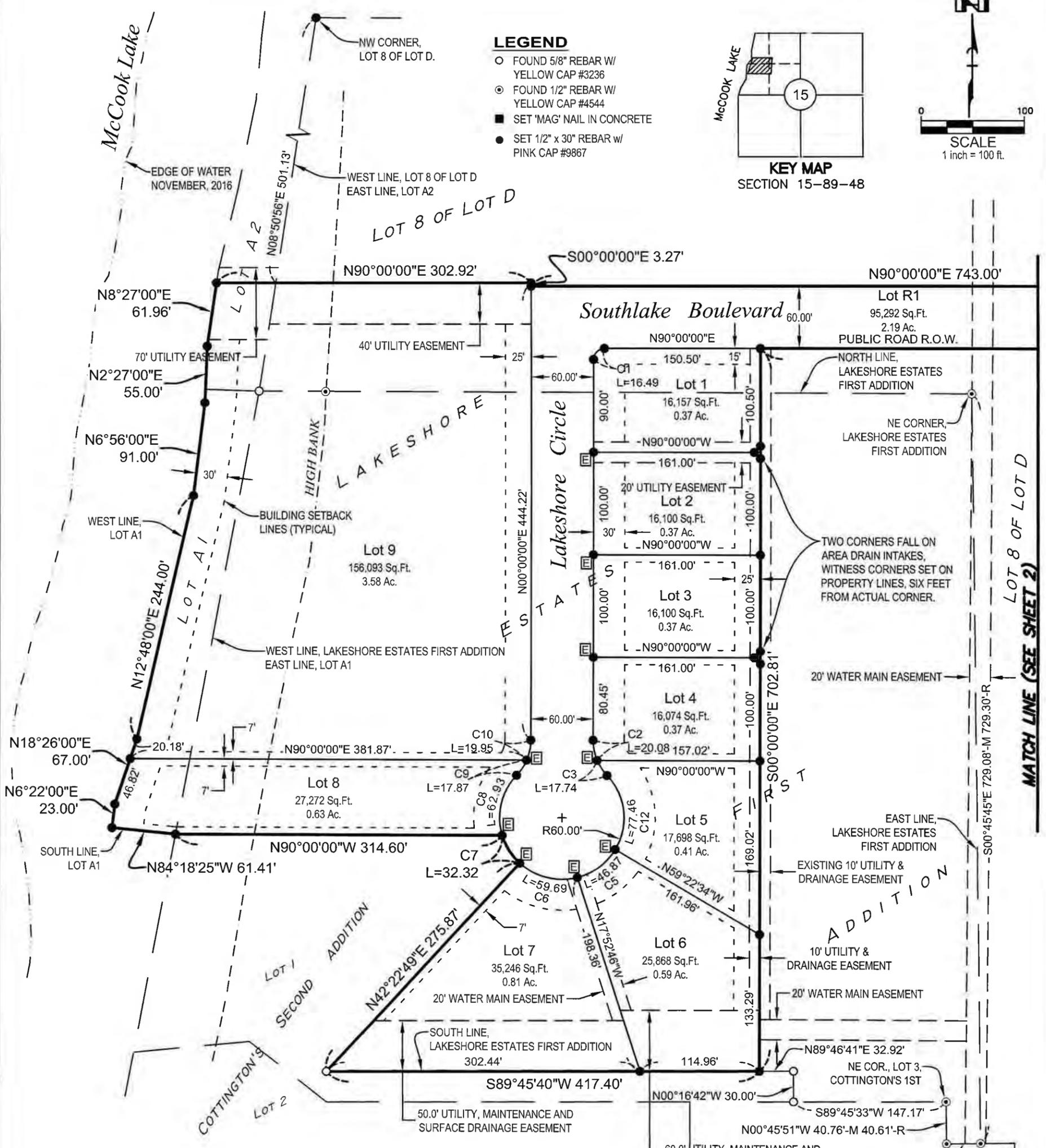
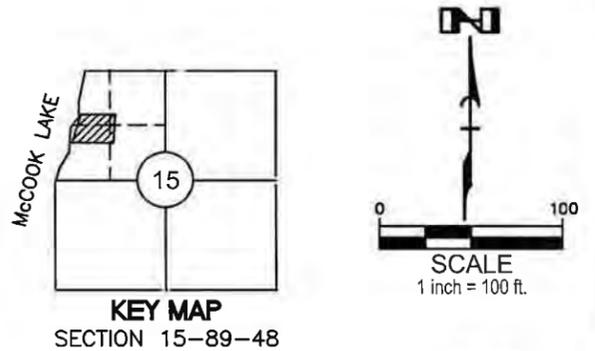
**Financial Consideration:** None

**Recommendation:** waiting on some considerations for the items above.

**SURVEY PLAT OF  
LAKESHORE ESTATES SECOND ADDITION**  
TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.  
(LOTS 1 THROUGH 9 AND R1)

**LEGEND**

- FOUND 5/8" REBAR W/ YELLOW CAP #3236
- ⊙ FOUND 1/2" REBAR W/ YELLOW CAP #4544
- SET 'MAG' NAIL IN CONCRETE
- SET 1/2" x 30" REBAR W/ PINK CAP #9867

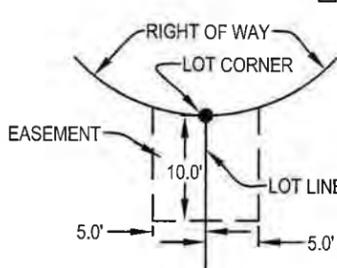


**GENERAL NOTES:**

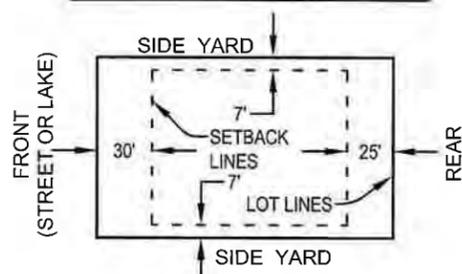
1. SUBJECT PROPERTY LIES ABOVE THE ORDINARY HIGH WATER MARK AS DETERMINED BY THE D.E.N.R.
2. COVENANTS AND RESTRICTIONS APPLY, SEE ADDITIONAL RECORDED DOCUMENTS FOR DETAILS.

**TYPICAL UTILITY EASEMENT**

(ELECTRIC, TELEPHONE & CABLE TV)  
EASEMENT AT EVERY LOT CORNER DENOTED BY



**TYPICAL SETBACK DETAIL**



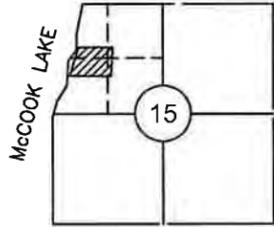
**DGR Engineering**  
6115 Whispering Creek Drive  
Sioux City, IA 51106  
(712) 266-1554  
www.dgr.com  
PREPARED BY: DAVID A. LAMBERTON, PLS

Date: April 9, 2019  
Drawn By: DAL  
Project No. 266103  
Sheet: 1 OF 3

**SURVEY PLAT OF  
LAKESHORE ESTATES SECOND ADDITION**  
TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.  
(LOTS 1 THROUGH 9 AND R1)

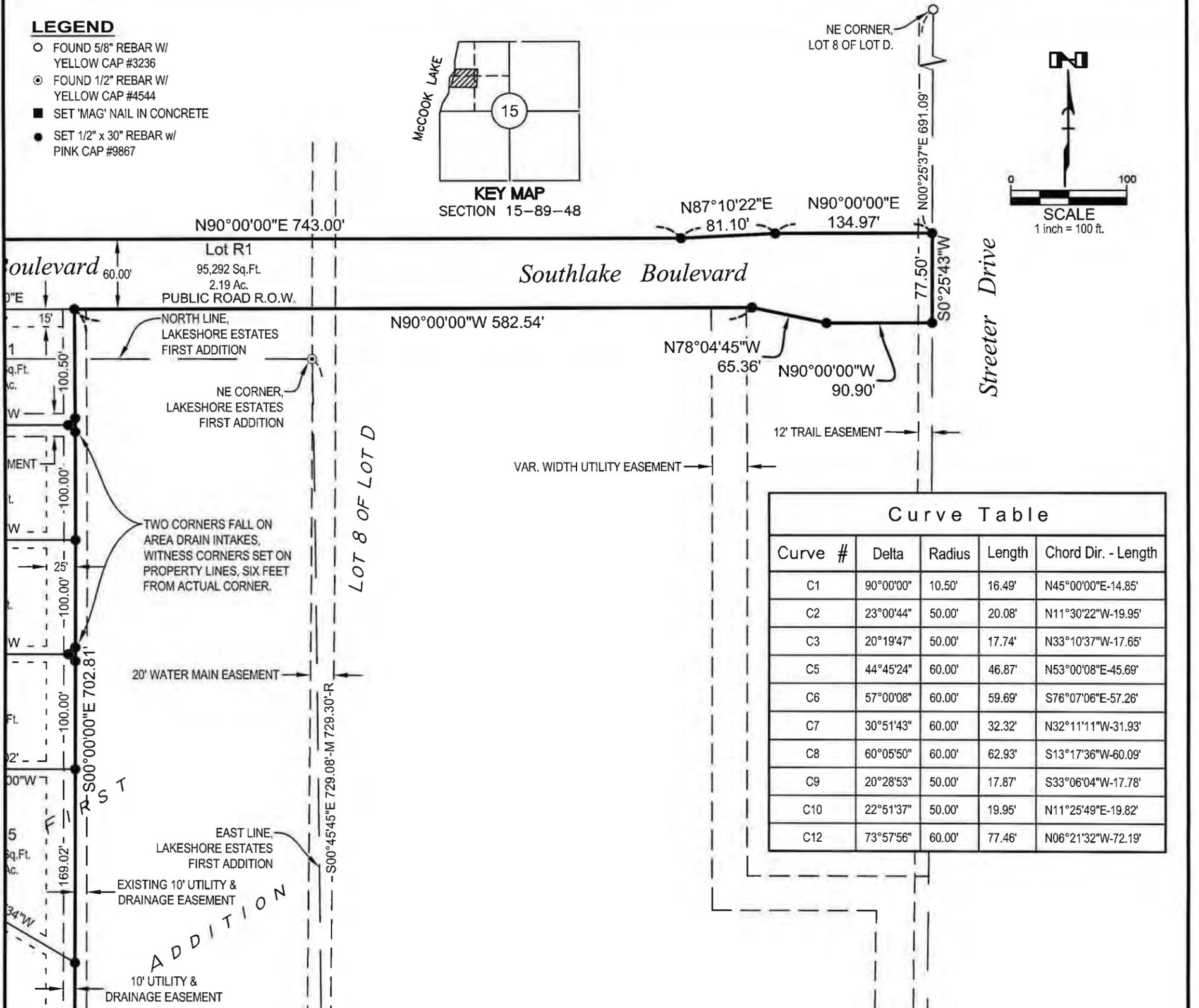
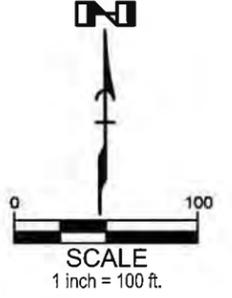
**LEGEND**

- FOUND 5/8" REBAR W/  
YELLOW CAP #3236
- ⊙ FOUND 1/2" REBAR W/  
YELLOW CAP #4544
- SET 'MAG' NAIL IN CONCRETE
- SET 1/2" x 30" REBAR w/  
PINK CAP #9867



**KEY MAP**  
SECTION 15-89-48

NE CORNER,  
LOT 8 OF LOT D.



Curve Table				
Curve #	Delta	Radius	Length	Chord Dir. - Length
C1	90°00'00"	10.50'	16.49'	N45°00'00"E-14.85'
C2	23°00'44"	50.00'	20.08'	N11°30'22"W-19.95'
C3	20°19'47"	50.00'	17.74'	N33°10'37"W-17.65'
C5	44°45'24"	60.00'	46.87'	N53°00'08"E-45.69'
C6	57°00'08"	60.00'	59.69'	S76°07'06"E-57.26'
C7	30°51'43"	60.00'	32.32'	N32°11'11"W-31.93'
C8	60°05'50"	60.00'	62.93'	S13°17'36"W-60.09'
C9	20°28'53"	50.00'	17.87'	S33°06'04"W-17.78'
C10	22°51'37"	50.00'	19.95'	N11°25'49"E-19.82'
C12	73°57'56"	60.00'	77.46'	N06°21'32"W-72.19'

**SURVEYOR'S CERTIFICATE**

I, David A. Lamberton, a Registered Land Surveyor under the laws of the State of South Dakota do hereby certify that on or before January 8, 2018, I have surveyed and platted Lots 1 through 9 and R1, in North Sioux City, Union County, South Dakota, with acres and dimensions of said platted lots as shown on this plat.

The same shall hereafter be known and described as **LAKESHORE ESTATES SECOND ADDITION** TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.

Pursuant to SDCL 11-3-20.1 to 11-3-20.4 inclusive, the approval and filing of this plat vacates a portion of the Plat of Lot A1, Accretion to Lakeshore Estates First Addition and Lot A2, Accretion to Lot 8 of Lot D recorded in Book 34 of Plats on Page 51, a portion of the Plat of Lakeshore Estates First Addition recorded in Book 34 of Plats on Page 11 and a portion of the Plat of Lot 8 of Lot D recorded in Book 10 of Plats on Page 89, all in North Sioux City, Union County, South Dakota.

I further certify that the above plat correctly represents the same to the best of my knowledge and belief and that this survey was performed at the request and under the direction of the owners. Any certification expressed or implied herein applies only to the individual(s), association(s), agency(s), and/or corporation(s) explicitly listed. Any certification expressed or implied herein is invalid without the seal and original signature of "David A. Lamberton".

Dated this 14<sup>th</sup> day of JUNE, 2019.

DAVID A. LAMBERTON  
REG. NO. 9867

	<b>DGR Engineering</b>	Date: April 9, 2019
	6115 Whispering Creek Drive Sioux City, IA 51106 (712) 266-1554 www.dgr.com	Drawn By: DAL Project No. 266103 Sheet: 2 OF 3
PREPARED BY: DAVID A. LAMBERTON, PLS		





# 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: 7.8.2019  
Re: Flynn Project Change Orders #2 and #3

---

**Background:** The Flynn project is mostly completed and a few changes orders have come through.

Change Order #2 – This change order is needed because there was infrastructure found during the project that wasn't on original plans. This include large amounts of piping that then did not need to be installed. Change Order #2 is for a deduct in the cost of the contract in the amount of \$27,247.50. This portion is all included in the EDA funded portion of the project

Change Order #3 – this change order is needed for the same reasons above. The change order is a deduct of \$620.00. This portion is not included in the EDA portion of the project.

Total change orders on the project would be a total deduct of \$22,351.50

**Financial Consideration:** A deduct of a total of \$27,867.50 for both change orders

**Recommendation:** Administration would recommend the approval of change orders #2 and #3 for JEO Project # 180914 the Flynn Business Park Extension.



# Change Order Estimate

JEO Project Name: <b>2018 Flynn Business Park Road Extension, EDA Project No. 05-79-05890</b>		JEO Project Number: <b>180914</b>	
Owner: <b>City of North Sioux City, SD</b>		Change Order Number: <b>2</b>	
Contractor: <b>Steve Harris Construction</b>		Effective Date: <b>July 1, 2019</b>	
Item			
Bid Item No.	Description	Item Quantity	Total Value of Item (\$)
<b>Group A - Base Bid (EDA Participating Group)</b>			
CO 2 - 4	18" RCP, Class III	100 LF	\$3,900.00
CO 2 - 6	30" RCP, Class III	-271 LF	-\$16,802.00
CO 2 - 13	Asphalt Concrete	-653 SY	-\$15,345.50
CO 2 - 17	Install Sign and Post	-2 EA	-\$2,000.00
CO 2 - 24	Concrete Collar	3 EA.	\$3,000.00
<b>Total</b>			<b>(\$27,247.50)</b>

Date of Issuance:	<b>July 1, 2019</b>	Effective Date:	<b>July 1, 2019</b>
Owner:	<b>City of North Sioux City, SD</b>	Owner's Contract No.:	
Contractor:	<b>Steve Harris Construction</b>	Contractor's Project No.:	
Engineer:	<b>JEO Consulting Group, Inc.</b>	Engineer's Project No.:	<b>180914</b>
	<b>2018 Flynn Business Park Road Extension,</b>		<b>2018 Flynn Business Park Road Extension,</b>
Project:	<b>EDA Project No. 05-79-05890</b>	Contract Name:	<b>EDA Project No. 05-79-05890</b>

The Contract is modified as follows upon execution of this Change Order:

Description: **Did not build concrete header or install signs for Bid Alternate 1 group due to the construction of Bid Alternate Number 2. Install Curb Stop Box and Rod (Not Part of original bid form).**

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>1,297,561.35</u>	Original Contract Times: _____ Substantial Completion: <u>June 28, 2019</u> Ready for Final Payment: <u>July 9, 2019</u> days or dates
Decrease from previously approved Change Order No. <u>1</u> to Change Order No. <u>2</u> :  \$ <u>(22,351.50)</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>1,275,209.85</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of this Change Order:  \$ <u>(620.00)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <u>1,274,589.85</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 28, 2019</u> Ready for Final Payment: <u>July 9, 2019</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

# Change Order Estimate

JEO Project Name: <b>2018 Flynn Business Park Road Extension, EDA Project No. 05-79-05890</b>		JEO Project Number: <b>180914</b>	
Owner: <b>City of North Sioux City, SD</b>		Change Order Number: <b>3</b>	
Contractor: <b>Steve Harris Construction</b>		Effective Date: <b>July 1, 2019</b>	
Item			
Bid Item No.	Description	Change Order Information	Total Value of Item (\$)
CO 3 - 6	<b>Group C - Water Service (Not EDA Participating)</b> 2" Curb Stop and Box	Item Quantity: 1 Units: EA Unit Price: \$780.00	\$780.00
CO 3 - 4	<b>Bid Alternate 1 (Not EDA Participating)</b> Concrete Header	Item Quantity: -1 Units: EA Unit Price: \$600.00	-\$600.00
CO 3 - 9	Install Sign and Post	Item Quantity: -2 Units: EA Unit Price: \$400.00	-\$800.00
		<b>Total</b>	<b>(\$620.00)</b>



# 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: 7.8.2019  
Re: Sewer Rate Update

---

**Background:** The Council was made aware at the last meeting that Sioux City had planned to raise the Sister City Community Rates by 70%. Concerns were voiced to the Sioux City Council that this rate increase was not agreeable to us and passing it with such little time did not allow us to prepare for the rate increase.

At the Sioux City Council meeting on 7.1.2019 the Council stated they understood the Sister City concerns and would only pass a 10% increase on the Sister Cities.

For discussion purposes would the Council like to pass the whole increased rate onto rate payers, or would they like to wait for the next agenda topic. If the Sewer Study proposal is passed a portion of the contract is for a rate analysis to be done. JEO could give us a better idea through a cost of service analysis on what the City's rate should be.

Currently the rate would increase from Sioux City to \$2.37 per 1000 gallons of flow sewage. The current City rate is \$26.78 for the first 3,000 gallons and \$3.76 per 1,000 gallons after that for residential purposes. Industrial and commercial rates are higher than this. Current rates are attached as an ordinance from 2017.

The fund currently is stable and the City would be able to cover costs for a short period of time. Council should discuss if they would like to move forward with a rate increase of up to 10% to match Sioux City, or wait until after the JEO study is done to move forward with any increases.

**Financial Consideration:** Stated Above

**Recommendation:** Council should give guidance to staff on steps to take. If increase is warranted a ordinance would be provided at the next council meeting.



# 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: 7.8.2019  
Re: JEO Sewer Study

---

**Background:** Greg Meyer provided a sewer study to the City in 2017. The study is comprehensive, but with current information coming from Sioux City additional analysis needs to be done on the city's sewer infrastructure system.

The quote as presented would have a 3 phased approach. The first would be to do a rate analysis of city rates in conjunction with new information coming from Sioux City and their projected rates. Sioux City has stated they will be able to provide 5 years of rate increases to the Sister Cities. Recently Sioux City tried to issue a 70% rate increase, but that has been pushed back to a 10% increase. With the information from Sioux City and with current operating costs the City can get a better handle on what to expect in the future and how much in increases we can expect.

The second part of the study would pull the data from the rate analysis and help the City decide on next steps for facilities. Previously the study stated that we should move forward with some type of pipe across the river into Sioux City. With the new volatile rate increases from Sioux City our route to a better solution may change depending on long term costs.

Third, once a decision is made on how to move forward with facilities the contract will help the City work toward funding assistance. Proper next steps would have to be taken at that time.

FY2019 has funding set aside for professional services for this work. The total cost of the study will be \$27,000. The first phase should take 120 days and second phase 60 days. JEO has stated they can get the City some information regarding rate increases sooner in the contract.

**Financial Consideration:** \$27,000 for Plan Addendum and Rate Study

**Recommendation:** Administration would recommend the approval of the contract with JEO to do the sewer Facility Plan Addendum and Sewer Rate Study.

**Exhibit B**

This is Task Order No. 190926.00,

Consisting of 9 pages

**Task Order**

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated 01/07/2019 ("Agreement"), Owner and Engineer agree as follows:

**Specific Project Data**

- A. Title: 2019 Facility Plan Addendum and Sewer Rate Study
- B. Description: Development of a wastewater system Facility Plan Addendum and a Sewer Rate Study

**1. Services of Engineer**

See Attachment "A".

**2. Owner's Responsibilities**

Exhibit "A" from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

**3. Times for Rendering Services**

Phase	Completion Date
Facility Plan Addendum	120 days from the date of the signed agreement
Wastewater Rate Study	60 days from the City acceptance of the Facility Plan Addendum
Funding Assistance	TBD

**4. Payments to Engineer**

**A. For Lump Sum Method of Payment A**

- 1. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ 27,000 based on the following assumed distribution.
- 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in by the Owner.

Phase	Compensation
Facility Plan Addendum & Funding Assistance	\$20,000
Wastewater Rate Study	\$7,000
TOTAL	\$27,000

**B. For Standard Hourly Rates Method of Payment:**

- 1. Current hourly rates include most direct expenses and are subject to adjustment approximately January 1<sup>st</sup> of each year.

**Exhibit B**

2. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ 0 based on the following assumed distribution.
3. Engineer's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

Phase	Estimated Compensation
TOTAL	\$0

5. **Other Modifications to Master Agreement:** None

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

Engineer  \_\_\_\_\_  
 Signature Date 05-29-19  
 Date

Owner \_\_\_\_\_  
 Signature

Ethan E. Joy, PE  
 Name

Randy Fredericksen  
 Name

Branch Manager  
 Title

Mayor  
 Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Ethan E. Joy, PE  
 Name

Ted Cherry  
 Name

Branch Manager  
 Title

City Administrator  
 Title

1909 Dakota Avenue, S. Sioux City, NE 68776

504 River Drive, N. Sioux City, SD 57049

**Exhibit B**

Address

ejoy@jeo.com  
E-Mail Address

402.494.7019  
Phone

Address

Ted.Cherry@NorthSiouxCity-SD.gov  
E-Mail Address

605.232.4276  
Phone

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**  
**2019 Facility Plan Addendum and Sewer Rate Study**

**Project Description:**

The City of North Sioux City currently has a dual wastewater system in use. The east side of Interstate 29 has a separate sanitary sewer collection system and discharges wastewater to the City of Sioux City, IA for ultimate treatment and disposal. This area of the sewer system is known as the "Original North Sioux City Collection System". The west side of the community, known as McCook Lake, has a separate collection system which discharges into a multi-cell, aerated lagoon system owned and operated by the City of North Sioux City. This service area is locally known as the "North Sioux City Collection to West Shore Treatment". This lagoon system discharges to a semi-dry lake known as "Mud Lake".

An original wastewater Preliminary Engineering Report (PER) was completed by Buell Winter Mousel and Associates in October of 2017. This report primarily focused on eastern collection system and developed hydraulic flow projections and alternatives for treatment vs. continued discharge to Sioux City. The report did not evaluate organic loadings (i.e. BOD, TSS, TKN, FOG) nor evaluated the collection system capacity, lift station capacity or the existing aerated lagoons serving the west side of the community. An older report, completed in 2013 by Buell Winter Mousel and Associates, does include an evaluation of existing lift stations and a minor amount of collection system capacities.

JEO shall assist the Owner with the process of completing an addendum to the original PER to evaluate the critical aspects of the sewer system not covered in the original PER. The goal of the updated addendum is to prepare new information for the City to use to evaluate the continued use of Sioux City for ultimate treatment, what the long term goals for the aerated lagoon system should be, and to update alternatives for the construction of a new, City owned wastewater treatment system and the potential discharge of sanitary sewer to South Sioux City, NE. All evaluations shall be performed in conformance to the South Dakota Department of Environment and Natural Resources "Recommended Design Criteria Manual for Wastewater Collection and Treatment Facilities".

The second phase of the effort in this project, is the preparation of a new sanitary sewer rate study. This study will be done considering the recent plans published by the City of Sioux City to increase sanitary sewer rates dramatically over the next few years.

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**  
**2019 Facility Plan Addendum and Sewer Rate Study**

**Basic Scope of Services (Lump Sum):**

***Project Management (Included in All Phases):***

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  1. Provide oversight to ensure scope of services and schedule are met.
  2. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  3. Review billed hours by engineering staff and prepare invoice statements for Owner.

***Wastewater Facility Plan Report Phase***

- A. Project Kickoff & Initiation
  1. Meet with the Owner for one (1) project kickoff meeting to review project requirements, collect existing information, and review available data pertaining to the existing wastewater treatment facility. Meeting to include:
    - i. Introduction of key project personnel from the Engineer and the Owner.
    - ii. Review the purpose and objectives of the Facility Plan Addendum and data collection needs.
    - iii. Review project schedule and milestones.
    - iv. Review the existing wastewater system information provided by the Owner. Existing data may include information on the wastewater treatment facility and specific component information, along with pertinent wastewater system data.
    - v. Review the existing base water and sewer system maps of the City.
    - vi. Review environmental resources that may be present in the project area.
    - vii. Obtain copies of available pertinent wastewater system data from the City including maintenance records, records of past testing results and DMR's, pumping records (water and sewer), copy of NPDES permit, design plans, O&M manual, etc.
    - viii. Discuss projected growth expectations and identify key project stakeholders.
    - ix. Perform on-site review of the major system components for the wastewater treatment processes under evaluation.
- B. Existing Wastewater Flow and Loads Evaluation
  1. Revise existing hydraulic flows in the original PER.
  2. Obtain additional information from the City to supplement the original data.
  3. Evaluate existing loads using readily available testing data from the City and the City of Sioux City.
  4. Coordinate and attend a stakeholder meeting (1) with existing industries in North Sioux City that have an existing pre-treatment permit with the City of Sioux City. Obtain readily available flow and load characteristics from these key industries along with available future projections.
- C. Existing Wastewater Treatment Facility Evaluation & Lift Station Evaluation
  1. Review the history of the existing wastewater treatment facility. Prepare an inventory of the various components of the applicable systems, including the treatment processes, pumps, piping, valves, and structures. This inventory is to be completed using existing records that are readily available from the Owner or other sources.
  2. Review and summarize maintenance documentation from Owner.
  3. Review the history and condition of the existing lift stations in use by the City (8 total). This inventory is to be completed using existing records that are readily available from the Owner, the 2013 Report, or other sources.
  4. Review and summarize available documents from the South Dakota Department of Environment and Natural Resources (SDENR).

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**  
**2019 Facility Plan Addendum and Sewer Rate Study**

5. Review historical population trends and wastewater flows and loads and develop projections for the next 20 years based on past historical trends and projected future development.
- D. Wastewater Treatment and Lift Station Facility Needs
1. Describe potential health and safety concerns and determine relevant state and federal regulatory requirements.
  2. Describe facility concerns with greatest impact including regulatory violations, safety concerns, operation/maintenance headaches, inefficient designs, and other system deficiencies from readily available information and discussions with Owner's staff.
  3. Develop projected NPDES permit conditions for the WWTF.
  4. Determine a reasonable growth capacity to meet the needs of the planning period.
  5. Contact SDENR to obtain potential treatment system NPDES Permit limits for a lagoon based treatment system and a mechanical based treatment system for discharge to the Big Sioux River, Missouri River, and Mud Lake.
- E. Alternatives Considered: Develop and Evaluate Alternatives
1. Develop recommendations for improvements to the wastewater treatment system based on the evaluation of the existing facilities and projected future needs.
  2. Provide an engineering evaluation of the design alternatives, including reliability, ease of use, and appropriate technology for the community's management capability.
  3. Determine the projected additional land necessary to implement each design alternative – including estimated amount of land required, approximate location, and potential alternate locations, as applicable.
  4. Develop opinions of probable cost for the design alternatives. Opinions of probable cost to include costs associated with land acquisition and easements, legal, engineering, construction, equipment, contingencies, and financing.
  5. Provide opinions of Operation and Maintenance cost for the wastewater system based on the alternative recommended improvements.
  6. Provide a "cost-effective analysis" of the alternative recommended improvements, including project costs and 20-year present worth of the projected Operation and Maintenance cost for the wastewater treatment system.
  7. Provide preliminary sketches or drawings showing the existing system and proposed improvements, including preliminary design layout(s) for recommended feasible alternatives.
  8. Determine a potential timetable to implementation of the recommended alternatives.
- F. Facility Plan Report Addendum
1. Develop a detailed report outlining the evaluation of the wastewater treatment plant lagoons, aeration system, disinfection system, and standby power systems, the alternative recommendations for improvements, and a summary of opinions of project cost. The report shall contain the following general sections:
    - i. Introduction
      1. Background
      2. Purpose and scope
      3. Planning period
    - ii. Existing Wastewater Utility Flows & Loads
      1. Existing service area and population
      2. Existing flows & loads
      3. Projected service area, population, flows, and loads.
    - iii. Existing Wastewater Treatment Infrastructure
      1. History of existing infrastructure
      2. Condition of existing infrastructure

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**  
**2019 Facility Plan Addendum and Sewer Rate Study**

3. Capacity of existing infrastructure
4. Deficiencies of existing infrastructure
5. Financial status of the existing wastewater utility
- iv. Wastewater Treatment Alternatives
  1. Continued split system with the west collection system utilizing the existing lagoons and the east system discharging to Sioux City.
  2. Expansion of the existing aerated lagoon system to receive waste from the entire community of North Sioux City.
  3. Construction of a completely new wastewater treatment facility at an alternate location.
  4. Connection to a proposed new wastewater facility in South Sioux City, NE where all wastewater flow to be treated and discharged by the City of South Sioux City.
  5. Lift Station improvements, as applicable.
  6. Opinions of probable cost and O&M costs for each of the alternatives
- v. Recommended Improvements
  1. Recommended treatment alternative
  2. Recommended lift station improvements
  3. Opinions of probable cost of recommended improvements
- vi. Financing & Implementation Schedule
  1. Potential project financing sources
  2. Impact to user rates
  3. Anticipated implementation schedule
2. Perform internal quality assurance and quality control (QA/QC) reviews of the draft Facility Plan Addendum at 30%, 60%, and 90% completion.
3. Submit up to eight (8) paper copies of the drafted Facility Plan to Owner at 90% completion for review and comment.
4. Revise Facility Plan based on comments from internal QA/QC and Owner review.
5. Provide up to eight (8) paper copies of the final Facility Plan to Owner for Owner's use and records, along with an electronic PDF copy to Owner.
6. Submit three (3) paper copies of the final Facility Plan Addendum to SDENR for review and approval. All applicable review fees to be paid by the Owner.
7. Respond to regulatory agency comments as necessary.
- G. Attend review meetings with the Owner's staff to review the results of the Facility Plan Addendum (2 meetings).
- H. Attend a City Council meeting to discuss the results of the Facility Plan Addendum and the proposed recommendations (1 meeting).

**Wastewater Utility Rate Study Phase**

- A. Project Kickoff & Initiation
  1. Meet with the Owner for one (1) project kickoff meeting to review project requirements, collect existing information, and review available data pertaining to the existing sanitary utility. Meeting to include:
    - i. Introduction of key project personnel from the Engineer and the Owner.
    - ii. Review the purpose and objectives of the Rate Study and data collection needs.
    - iii. Review project schedule and milestones.
    - iv. Review the existing sanitary information provided by the Owner. Existing data may include financial audits, utility budgets, utility revenue and expense ledgers, user counts and other pertinent information.
    - v. Discuss projected growth expectations and identify key project stakeholders.
    - vi. Discuss and review expected City of Sioux City rate increases.

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**  
**2019 Facility Plan Addendum and Sewer Rate Study**

- B. Existing Sanitary Utility Financials
  - 1. Review current wastewater utility rate structure and municipal ordinances.
  - 2. Review existing debt service requirements for the wastewater utility.
  - 3. Review from the past three (3) years of audit documents to establish a history of system revenue and expenses.
  - 4. Calculate the current Cost of Service (COS) for the wastewater utility for both the east and west collection systems.
  - 5. Review historical water use records for residential, commercial, and industrial users.
  - 6. Review historical hydraulic and organic wastewater loadings at the wastewater treatment facility and at the connection to Sioux City from monthly operating report records.
  - 7. Compare the cost of service with the current utility rate structure and the utility usage breakdown.
- C. Utility Rate Scenarios
  - 1. Project future revenue needs based on information from the City's known capital improvement plan, etc. This rate study shall cover the fiscal years of 2019-2024 and shall incorporate both recent and anticipated capital expenditures in the wastewater utility.
  - 2. Review recent residential, commercial, and industrial user growth, where possible, and evaluate anticipated future development.
  - 3. Work with Owner's staff to develop up to three (3) utility rate scenarios to provide adequate funds for operating expenditures and identified capital improvement projects.
  - 4. Provide the City with a 5-year recommendation on a proposed rate structure for the wastewater utility.
- D. Utility Rate Study Technical Memorandum
  - 1. Develop a technical memorandum outlining the existing utility financials, the alternative utility rate scenarios, and the recommended rate structure.
  - 2. Perform an internal quality assurance and quality control (QA/QC) review of the draft Technical Memorandum.
  - 3. Submit the drafted Technical Memorandum to Owner at 90% completion for review and comment.
  - 4. Revise Technical Memorandum based on comments from internal QA/QC and Owner review.
  - 5. Provide three (3) copies of the final Technical Memorandum to Owner for Owner's use and records.
- E. Attend review meetings with the Owner's staff to review the results of the rate study (2 meetings).
- F. Attend a City Council meeting to discuss the results of the rate study and the proposed recommendations (1 meeting).

***Wastewater Funding Assistance Phase***

- A. Submit Facility Plan with appropriate financing application to applicable funding agencies, which may include SDENR, Clean Water State Revolving Fund (CWSRF), USDA Rural Development, and/or Community Development Block Grant (CDBG).
- B. Provide documentation, data, and addenda necessary to comply with funding agency requests (does not include USDA-RD Environmental review, which can be added later if required).
- C. Assist the City with preparation of a CWSRF Intended Use Plan (IUP) application, as necessary.
- D. Assist the City with preparation of a CWSRF Construction Loan application for the recommended improvements identified in the Facility Plan.
- E. Attend meetings and coordinate with Owner and funding agencies as necessary. Up to two (2) meetings included.

**Meetings Included with This Scope:**

- A. Wastewater Facility Plan Phase:
  - 1. Conduct and attend one (1) Project Kickoff meeting with Owner's staff.
    - i. Concurrent with Rate Study Kickoff Meeting.
  - 2. Industrial Stakeholder Meeting (1)

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**  
**2019 Facility Plan Addendum and Sewer Rate Study**

3. Conduct and attend up to two (2) project update meetings with Owner's staff.
4. Attend one (1) City Council meeting to present the conclusions and recommendations of the Wastewater Facility Plan Addendum.
- B. Wastewater Utility Rate Study Phase:
  1. Conduct and attend one (1) Project Kickoff meeting with Owner's staff.
    - i. Concurrent with Facility Plan Kickoff Meeting.
  2. Conduct and attend up to two (2) project update meetings with Owner's staff.
  3. Attend one (1) City Council meeting to present the conclusions and recommendations of the Utility Rate Study.
- C. Wastewater Funding Assistance Phase:
  1. Conduct and attend up to two (2) meetings with Owner's staff and/or Council.

**Items not included with this scope of services:**

- A. Design of improvements.
- B. Preparation of plans and specifications.
- C. Geotechnical investigation, report, and testing services.
- D. Environmental assessment services.
- E. Land acquisition and/or easement preparation services.
- F. Materials, sludge, or water quality testing services.
- G. Obtaining any regulatory approvals beyond the South Dakota Department of Environment and Natural Resources.
- H. Payment of publishing, regulatory review, or permitting fees.
- I. Attendance at any meetings not identified above.
- J. Any other item not outlined in the scope of services.

**Project Time Frame:**

- A. Wastewater Facility Plan Report – 120 calendar days from authorization to proceed.
- B. Wastewater Utility Rate Study – 60 calendar days from City acceptance of Wastewater Facility Plan Addendum Report.
- C. Funding Assistance – Each application to be completed prior to applicable funding agency deadline.

PROPOSED ORDINANCE 2017-03

AN ORDINANCE AMENDING THE CITY OF NORTH SIOUX CITY CODE OF ORDINANCES TITLE 13 PUBLIC SERVICES, CHAPTER 13.12 WASTEWATER TREATMENT USER CHARGES, SECTION 13.12. 040 CLASS OF USER CHARGES, TO INCREASE WASTEWATER TREATMENT USER CHARGES BY 3%.

**13.12.040 Class of user charges.**

The following classes of users and charges to those users are established:

**1. Class I: Residential users whose lot, parcel of real estate, or building is used for singlefamily dwelling purposes only.**

Twenty-six dollars and seventy-eight cents (\$26.78) per month plus three dollars and seventy-six cents (\$3.76) per thousand (1,000) gallons of metered waste in excess of three thousand (3,000) gallons per month for operation and maintenance, including replacement and debt service.

The rates above shall be charged to and paid by all residential users, however, upon completing an application at City Hall, residents who are age sixty-five (65) or older shall receive a ten percent (10%) discount from the above Base Rates.

**2. Class II: Light Commercial/Industrial Users: Nonresidential users which contribute between zero (0) gpd and four hundred (400) gpd of less than or equal to normal domestic strength wastewater. Class II shall include all multi-family dwelling units.**

Thirty-one dollars and ninety-three cents (\$31.93) per month plus three dollars and seventy-six cents (\$3.76) per thousand (1,000) gallons of metered waste in excess of three thousand (3,000) gallons per month for operation and maintenance, including replacement and debt service.

**3. Class III: Industrial Users: Nonresidential users which contribute more than four hundred (400) gpd of less than or equal to normal domestic strength wastewater, except for multi-family dwellings, which will be classified as Class II: Light Commercial/Industrial Users.**

Forty-six dollars and thirty-five cents (\$46.35) per month plus five dollars and forty-nine cents (\$5.49) per thousand (1,000) gallons based on actual metered sales or estimated flows.

Dated at North Sioux City, South Dakota this \_\_\_\_ day of \_\_\_\_\_, 2017

THE GOVERNING BODY OF THE CITY  
OF NORTH SIOUX CITY, SOUTH DAKOTA

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

ATTEST;

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

First Reading: June 5, 2017

Second Reading:

Publish:

Effective Date:



## City Council MEMO

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

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 7.18.2019  
Re: Sewer Lining Quote

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**Background:** The City was made aware that there are approximately 8 blocks of sewer pipe that needs to be repaired. These costs were put into the FY2019 budget in the amount of \$260,000. The quote attached would allow JEO to move forward with the design and construction maintenance of a sewer lining project. The quote is in the amount of \$19,900

The costs are approximately \$25,000 per block and JEO believes the bids should come in around the \$200,000 mark. A engineer's estimate would be put together and provided to the Council before going out to bid.

This type of repair would be to put a liner the pipes that are cracked or broken. The liner would then harden and create a "new pipe".

**Financial Consideration:** \$19,900 from sewer fund

**Recommendation:** Administration would recommend moving forward with the quote as presented for JEO to move forward with the sewer lining project.

**Exhibit B**

This is Task Order No. 190597.00,

Consisting of 6 pages

**Task Order**

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated 01/07/2019 ("Agreement"), Owner and Engineer agree as follows:

**Specific Project Data**

- A. Title: 2019 CIPP Sewer Improvements
- B. Description: Rehabilitation of 8 blocks of Sanitary Sewer via CIPP

**1. Services of Engineer**

See Attachment "A".

**2. Owner's Responsibilities**

Exhibit "A" from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

**3. Times for Rendering Services**

Phase	Completion Date
Design	60 days from the date of the signed agreement
Bidding and Negotiating	30-60 days from the date of advertising
Construction	TBD

**4. Payments to Engineer**

**A. For Lump Sum Method of Payment A**

- 1. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ 19,900 based on the following assumed distribution.
- 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in by the Owner.

Phase	Compensation
Design	\$10,900
Bidding and Negotiating	\$3,500
Construction Administration	\$5,500
TOTAL	\$19,900

**B. For Standard Hourly Rates Method of Payment:**

- 1. Current hourly rates include most direct expenses and are subject to adjustment approximately January 1<sup>st</sup> of each year.

**Exhibit B**

2. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ 4,500 based on the following assumed distribution.
3. Engineer's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

Phase	Estimated Compensation
Resident Project Representative (RPR)	\$4,500
TOTAL	\$4,500

**5. Other Modifications to Master Agreement: None**

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

Engineer  \_\_\_\_\_  
 Signature Date 04-15-19  
 Date

Owner \_\_\_\_\_  
 Signature

Ethan E. Joy, PE  
 Name

Randy Fredericksen  
 Name

Branch Manager  
 Title

Mayor  
 Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Ethan E. Joy, PE  
 Name

Ted Cherry  
 Name

Branch Manager  
 Title

City Administrator  
 Title

**Exhibit B**

1909 Dakota Avenue, S. Sioux City, NE 68776  
Address

ejoy@jeo.com  
E-Mail Address

402.494.7019  
Phone

504 River Drive, N. Sioux City, SD 57049  
Address

Ted.Cherry@NorthSiouxCity-SD.gov  
E-Mail Address

605.232.4276  
Phone

**2019 CIPP SEWER IMPROVEMENTS  
NORTH SIOUX CITY, SD  
JEO Project # 190597.00**

## **SCOPE OF SERVICES**

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### **PROJECT UNDERSTANDING:**

Sanitary Sewer Improvements for North Sioux City, South Dakota: Engineering, Design, Bidding, and Construction Services to rehabilitate 8 blocks of existing sewer main collection system utilizing cured in place pipe (CIPP). The City is to utilize local funding.

### **BASIC SERVICES (LUMP SUM):**

#### **Project Management:**

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  - 1. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
  - 2. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - 3. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
  - 4. Work with disciplines to identify potential risks and how to mitigate those risks.
  - 5. Review billed hours by design team and prepare invoice statements for Owner.
  - 6. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.

#### **Design Phase**

- A. Utilize data provided by the City to reference the sewer system depth and location (Existing Sewer Map).
- B. Review City provided TV inspection videos in detail of the segments of sewer to be rehabilitated and prepare 30% plans.
- C. Set up the specifications for the proposed improvements outlining the materials and construction methods to be used.
- D. Prepare 60% complete preliminary plans and specifications. Plans to be 11"x17" sheets included with the specification book. Sheets to include:
  - 1. General location maps.
  - 2. Sanitary sewer main plan sheets.
  - 3. Detail sheets.
- E. Perform an internal quality assurance and quality control (QA/QC) review of the plans and specifications.
- F. Provide a 60% complete preliminary design to City staff for their review and comments. (1 meeting).
- G. Revise plans and specifications based on the QA/QC comments and any comments from the City staff.
- H. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.

## **ATTACHMENT A**

- I. Set up the bidding documents for the proposed work.
- J. Perform a 90% complete internal quality assurance and quality control (QA/QC) review of the plans and specifications.
- K. Revise plans and specifications based on the QA/QC comments.
- L. Provide completed final documents (Plans, Specifications, and Contract Documents) to Owner for review and approval.
- M. Create final plan and specification set, signed and sealed by engineers and a coordinating professional all to be registered in the State of South Dakota.
- N. Attend up to one (1) Council meeting to review final design documents and opinions of probable construction cost, obtain approval of the final plans, specifications and bid documents and receive authorization to submit final plans, specifications and bid documents to the appropriate agencies for review and approval. (1 meeting).
- O. Submit final plans, specifications, and bid documents to the South Dakota Department of Environment and Natural Resources. Owner to pay all permit fees, if applicable.
- P. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

### **Bidding and Negotiation Phase**

- A. Provide assistance with authorizing the advertisement for bids and setting the bid date, location, and time. It is expected that there will be one (1) bid opening for the project.
- B. Furnish copies of the plans, specifications, and contract documents of the project to prospective bidders, materials suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- C. Supply the Invitation to Bidders to the Owner for publication in the official media outlet(s).
- D. Assist the Owner in securing construction bids for the project.
- E. Respond to inquiries from prospective bidders, prepare any addenda required.
- F. Attend one (1) meeting with the Owner to assist at the Bid Opening, assist the Owner with receipt and tabulation of bids.
- G. Attend one (1) meeting to review bids received and make a formal recommendation of award to the Owner.
- H. Prepare Contract Documents (Notice of Award, Construction Contract, Notice to Proceed) for execution by the Prime Contractor and the Owner; provide cursory reviews of all insurance and bond submittals and present to Owner's legal and insurance counsel for approval; then advise the Owner to proceed with execution of all documents.
- I. Provide copies of all executed Contract Documents to the Owner and Prime Contractor. It is anticipated that there will be one (1) Prime Contractor on this project.

### **Construction Admin Phase**

- A. Schedule and conduct Pre-construction Conferences, on site, for the proposed improvements. (1 meeting). This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor, etc.
- B. Review shop drawings (submittals) and related data supplied by the Contractor. This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them; which allows the Engineer the chance to compare the selected materials and equipment against the specifications.

## ATTACHMENT A

- C. Provide interpretation of the plans and specifications, when necessary.
- D. Review Contractor's monthly payment estimates and provide to Owner and review.
- E. Consult with and advise Owner during construction.
- F. Review Geotechnical soil and concrete testing results, as needed. Testing to be paid for by Owner.
- G. Conduct a final inspection of the project with the Contractor and Owner.
- H. Prepare a final punch-list of outstanding items needing completion prior to finalization of the project based on field observations and review by RPR, Owner, and Contractor.
- I. Attend one (1) meeting to recommend to the Owner the substantial completion the project and complete the necessary certificate(s). This recommendation(s) will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the contractor(s) have completed their contracts in substantial compliance with the plans, specifications and contract documents.
- J. Deliverables to include pre-construction conference meeting minutes, field observation reports, and a formal Recommendation of Acceptance.

### **RESIDENT PROJECT REPRESENTATION (RPR) Phase (Hourly):**

- A. JEO will furnish a **part-time** Resident Project Representative (RPR) to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
  - 1. Review of contractors work for general compliance with the plans and specifications.
  - 2. Complete Construction Observation Reports when on site.
  - 3. Coordinate pay quantities with contractor and engineer.
  - 4. Review of materials delivered to the site for specification compliance.
  - 5. Assist the engineer in interpretation of the plans and specifications to the contractor.
  - 6. Review and coordinate materials testing by assigned testing firm.
  - 7. Attend progress meetings.
  - 8. Compile records for use in preparing record drawings.

### **Additional Services Not Included, But Could Be Negotiated If Needed.**

- A. Floodplain, USACE 404/408, Migratory Bird Studies, or other environmental permitting, not outlined in the scope of services.
- B. Meetings not outlined in the scope of services.
- C. Any other item not outlined in the scope of services.

### **Summary of Meetings**

- A. 60% review meeting with the City Staff.
- B. City Council Approval of Plans.
- C. Attendance at Bid Opening.
- D. Attendance at Council Meeting to Recommend Award.
- E. Pre-construction meeting.



## 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: 7.8.2019  
Re: 2019 Generator Contract

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**Background:** The FY2019 budget set aside \$250,000 for generators to be placed at lift stations. The lift stations in question are Lakeshore and Sioux Laundry.

Moving forward with the contract would allow for the design and construction administration of the generator project.

There are some issues with the two locations. The Lakeshore lift station needs to have ground acquired. We are currently working on the process of obtaining the ground needed. Property is also needed for the Sioux Laundry lift station. A design must be put in place first before we can continue with the acquisition of property at that locations.

The contract with Stockwell Engineers is for \$23,000. JEO provided a quote as well, but was a higher amount.

**Financial Consideration:** \$23,000 to be used from the budgeted sewer funds.

**Recommendation:** Administration would recommend the approval of the contract with JEO for Lift Station Generators



## AGREEMENT FOR PROFESSIONAL SERVICES

Project: Lift Station Generators

Stockwell Project No.: 19204

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 12<sup>th</sup> day of June, 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.

**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached Proposal for Professional Services dated June 12, 2019. In general, the Project consists of survey, design, bidding and construction administration services for generators at the Lakeshore Drive and Sioux Laundry lift stations.

**Compensation:** In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation: Lump sum \$23,000.00 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

City of North Sioux City  
Lift Station Generators



June 12, 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  
Lift Station Generators

Dear Ted,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Lift Station Generators (the "Project"). Stockwell's services will be provided in the manner described in this Proposal. The City of North Sioux City is referred to as the "Client."

## Acknowledgments

Client: City of North Sioux City  
Project: Lift Station Generators

Description: In general, the Project consists of survey, design, bidding and construction administration services for generators at the Lakeshore Drive and Sioux Laundry lift stations.

## 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

City of North Sioux City  
Lift Station Generators

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## Task 2 | Survey

- 2.1 Notify affected property owners of pending survey.
- 2.2 Request permission to survey on private property. Where denied, Client shall negotiate and provide Site.
- 2.3 Research existing easements and plats of record at county courthouse for properties within and adjacent to the project. Client to provide title search if necessary.
- 2.4 Locate existing boundary markers at the time of the survey.
- 2.5 Establish benchmarks and control points throughout site.
- 2.6 Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
- 2.7 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.
- 2.8 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

## Task 3 | Design Development

- 3.1 Layout and design the site improvements based on parameters established by Client.
- 3.2 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 3.3 Design concrete pad for generator and, if applicable, layout perimeter security fence.
- 3.4 Sub-consult with electrical engineer for electrical generator design.
  - 3.4.1 Evaluate diesel vs. natural gas generators.
- 3.5 Design general site grading and drainage patterns in accordance with minimum industry standards, unless Client requires other design standards.
- 3.6 Develop preliminary opinion of estimated construction costs for the Project.

## Task 4 | Construction Documents

- 4.1 Finalize design.
- 4.2 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.
- 4.3 Perform Internal Quality Assurance Procedures
- 4.4 Submit three copies of construction documents and Stockwell's opinion of probable construction cost to Client for review.
- 4.5 Address comments to review documents and incorporate into final deliverables.

# Proposal for Professional Services

City of North Sioux City  
Lift Station Generators

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- 4.6 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 5 | Bidding

- 5.1 Provide bidding documents to prospective bidders.
- 5.2 Maintain a list of plan holders.
- 5.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 5.4 Attend the bid opening and administer letting.
- 5.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 5.6 Attend council meeting to present recommendation to Client.

[Deliverables: Addendums; tabulation of bids received; and recommendation of award.](#)

## Task 6 | Construction Administration

- 6.1 Prepare construction agreement and submit to Contractor for signature.
- 6.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 6.3 Prepare Contractor's notice to proceed.
- 6.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 6.5 Assist Client in procuring material testing services. Material testing agent will be hired directly by Client. Client is responsible for paying the cost of material testing. Stockwell is not responsible for any impact on Client's Project caused by failing tests. Stockwell is entitled to rely on the accuracy of the information and services furnished by Client and its testing firm.
- 6.6 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.
- 6.7 Review and make comment on shop drawings or other product submittals from contractor
- 6.8 Mark removal limits of appropriate items.
- 6.9 Document conditions of project site prior to construction beginning by means of video.
- 6.10 Conduct site visits when significant work is being completed to determine generally if Client's contractors are proceeding in accordance with the contract documents. Prepare progress reports confirming construction progress, deviations from the plans and specifications and work performed. Submit to Client copies of the progress reports.
- 6.11 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 6.12 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 6.13 Prepare monthly progress payment request forms for Client and Contractor to execute.

# Proposal for Professional Services

City of North Sioux City  
Lift Station Generators

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- 6.14 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.
- 6.15 Prepare final change order to reflect as-built quantities and final pay request forms for Client and Contractor to execute.
- 6.16 Prepare and deliver record drawings to Client. Record drawings to convey significant changes to the construction documents. Design text will not be updated. Pavement sheets shall not be updated except for significant design changes.
- 6.17 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; punch lists; and record drawings.](#)

## Task 7 | Construction Staking

- 7.1 Mark proposed improvements and elevations as shown on the plans.
- 7.2 Reset boundary markers found at the time of survey but are removed during construction.

## 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.
- Coordinating and negotiating land acquisitions.
- Title search of properties.
- Coordination of warranty repairs.

## Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be on a lump sum basis, in an amount of \$23,000.00 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

# Proposal for Professional Services

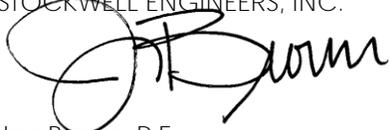
City of North Sioux City  
Lift Station Generators

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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.

A handwritten signature in black ink, appearing to read "Jon Brown", written over the company name.

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. Client'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 Standard of Care. Services will be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Services are provided.

1.3 Stockwell's Indemnity Obligation. To the fullest extent permitted by law, Stockwell must indemnify and hold harmless Client, and Client's elected and appointed officials if Client is a governmental agency, officers, directors, members, consultants, agents, employees, contractors, and subcontractors of any tier, (the Indemnitees) from and against all claims, losses, damages, liabilities, including reasonable attorneys' fees, costs, and expenses, for bodily injury, sickness, or death, and property damage that may arise from the performance of or the failure to perform Services under the Agreement, but only to the extent caused by the negligent errors, acts or omissions of Stockwell, and its employees, agents and consultants. In the event a third party brings a claim against Client alleging damages and losses caused by or arising out of the negligent errors, acts or omissions of Stockwell and its employees, agents and consultants, then nothing in this Section or otherwise in the Agreement will prevent the Indemnitees from tendering to Stockwell the defense of the claim, or will prevent the Indemnitees from availing themselves of their common law rights to indemnification and contribution. Upon the Indemnitee's tender of the claim to Stockwell, Stockwell will defend the claim alleging damages and losses caused by or arising out of the negligent errors, acts, or omissions of Stockwell, its employees, agents and consultants in the performance of Services under the Agreement, but Stockwell will not have any obligation to defend the Indemnitees with respect to other claims brought by the third party against the Indemnitees.

1.4 Client's Indemnification Obligation. To the fullest extent permitted by law, Client must indemnify and hold harmless Stockwell, its officers, directors, members, consultants, agents, and employees (the "Indemnitees") from all claims, losses, damages, liabilities, including reasonable attorneys' fees, costs, and expenses for bodily injury, sickness, or death, and property damage that may arise from the negligent errors, acts or omissions of Client or Client's elected or appointed officials if Client is a governmental agency and its officers, directors, members, employees and agents, (the "Indemnitor Parties"). In the event a third party brings a claim against Stockwell alleging damages and losses caused by or arising out of the negligent errors, acts or omissions of the Indemnitor Parties, then nothing in this Section or otherwise in the Agreement will prevent Stockwell from tendering to Client the defense of the claim, or will prevent Stockwell from availing itself of its common law rights to indemnification and contribution. Upon Stockwell's tender of the claim to Client, Client will defend the claim alleging damages and losses caused by or arising out of the negligent errors, acts or omissions of the Indemnitor Parties, but Client will not have any obligation to defend Stockwell with respect to other claims brought by the third party against Stockwell and its employees, agents and consultants.

1.5 No Limitation on Liability. In any and all claims against the Indemnitees by any employee of Stockwell, anyone directly or indirectly employed by Stockwell or anyone for whose acts Stockwell may be liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Stockwell under workers' compensation acts, disability benefit acts, or other employee benefit acts.

1.6 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.

**1.7 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.

**1.8 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 (the "Construction Administration Services"), 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 any or all of the following circumstances:

1.8.1 A failure to have a licensed engineer (the "Construction Administration Engineer") provide Construction Administration Services which should have resulted in the Construction Administration Engineer determining, prior to completion of the applicable project, there were elements of negligent design for the project caused by Stockwell; or

1.8.2 A failure of the Construction Administration Engineer to provide Construction Administration Services which should have determined construction of the project elements were not completed in accordance with Stockwell's project design.

**1.9 Warranty.** Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

**1.10 Intentionally Omitted.**

**1.11 Intentionally Omitted.**

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, treator, 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 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.

11.0 Entire Agreement. This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersede 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.

12.0 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.

13.0 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.

E. Dispute Mitigation and Resolution.

1.0 **Continuance of Services and Payment.** Unless otherwise agreed in writing, Stockwell will continue to perform its Services during any dispute mitigation or resolution proceeding. If Stockwell continues to perform, Client will continue to make payments in accordance with the Agreement for amounts not in dispute.

2.0 **Direct Discussions.** If the parties cannot reach resolution on a matter relating to or arising out of the Agreement, the parties will endeavor to reach resolution through good faith direct discussions between the parties' representatives, who must possess the necessary authority to resolve such matter and who must record the date of first discussions. If the parties' representatives are not able to resolve such matter within five (5) business days of the date of first discussion, the parties' representatives must immediately inform senior executives of the parties in writing that resolution could not be reached. Upon receipt of such notice, the senior executives of the parties must meet within five (5) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) days from the date of first discussion, the parties must submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

3.0 **Mediation.** If direct discussions pursuant to Section 2.0 do not result in resolution of the matter, either party may give written demand for mediation. Within ten (10) days of receipt of such demand, the parties must confer to determine if they can agree on a single mediator to handle the mediation session. The mediator must be an attorney licensed to practice law in the state of South Dakota and must possess substantial experience in mediating commercial disputes. In the event the parties cannot agree on a mediator, they will jointly file a request with the circuit court for Minnehaha County to appoint an experienced impartial mediator for that purpose. Such mediation session must take place, absent extraordinary circumstances or a mutually agreed decision to continue the mediation session to a later date, within twenty (20) days of the appointment of the mediator. The mediation session must take place in North Sioux City, South Dakota. The parties will equally share in the cost of the mediator for the mediation session. Should mediation fail, either party may thereafter file suit in the state court identified below.

4.0 **Binding Dispute Resolution.** If the matter is unresolved after submission of the matter to mediation, either party may submit the matter to litigation.

5.0 **Costs.** The costs of litigation and reasonable attorneys' fees for pre-litigation and litigation legal services will be borne by the non-prevailing party.

6.0 **Laws/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.

7.0 **Multiparty Proceedings.** All parties necessary to resolve a claim agree to be parties to the same dispute resolution procedure, if possible. Appropriate provisions will be included in all other contracts relating to the project to provide for the joinder or consolidation of such dispute resolution procedures.

8.0 **Lien Rights.** Nothing in this Article E will limit any rights or remedies not expressly waived by Stockwell that may have under lien laws.



# 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: 7.8.2019  
Re: Flynn Project Substantial Completion

---

**Background:** The Flynn Project is ready for substantial completion. All payments have been made to the contractor on the project with this payment batch. Once the substantial completion is done proper closeout documents can be signed by the City for total closeout on the project.

**Financial Consideration:** None

**Recommendation:** Administration recommend the approval of the substantial completion documents for the Flynn Business Park Extension JEO Project #180914

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

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Owner: City of North Sioux City	Owner's Contract No.:
Contractor: Steve Harris Construction	Contractor's Project No.:
Engineer: JEO Consulting Group	Engineer's Project No.: 180914.00
Project: 2018 Flynn Business Park Road Extension (EDA No. 05-Contract Name: 79-05890)	

---

**This final Certificate of Substantial Completion applies to:**

All Work  The following specified portions of the Work:

06-24-19

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

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<b>EXECUTED BY ENGINEER:</b>	<b>RECEIVED:</b>	<b>RECEIVED:</b>
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

---



# City Council MEMO

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

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 7/8/2019  
Re: South Derby Paving Closeout

---

**Background:** Greg Meyer has provided the closeout documents for the South Derby Paving project. The project is complete and final payments for the projects as well as the sidewalk are provided in this weeks payment batch.

**Financial Consideration:** None

**Recommendation:** Administration would recommend the approval of the closeout documents for the South Derby Paving Project

# Certificate of Substantial Completion

\_\_\_\_\_ Owner  
 \_\_\_\_\_ Engineer  
 \_\_\_\_\_ Contractor  
 \_\_\_\_\_ Field  
 \_\_\_\_\_ Other

Project: South Derby Reconstruction Engineer: Buell Winter Mousel and Associates, P.C.  
Project with Alternate One

To (Owner) City of North Sioux City Engineers Project No. 25018  
504 River Drive  
North Sioux City, South Dakota 57049 Contract For: \$525,289.77

Contract Date: April 2, 2018

Date of Issuance 8-Jul-19

Project or Designated Portion Shall Include: Entire Project

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as 07/08/2019 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below

## DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Engineer, is not required, therefore is not attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Buell Winter Mousel & Assoc. \_\_\_\_\_  
 Engineer By Date

The Contractor will complete or correct the Work on the list of items attached hereto within \_\_\_\_\_ (days) from the above Date of Substantial Completion.

Vander Pol Excavating, L.L.C. \_\_\_\_\_  
 Contractor By Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof thereof on the date of issuance

City of North Sioux City, South Dakota \_\_\_\_\_  
 Owner By Date

Owner shall be responsible for the security, maintenance (except for warranty and maintenance) heat, utilities, damage from natural causes and insurance.

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

# Consent of Surety Company To Final Payment

\_\_\_\_\_  
Owner  
\_\_\_\_\_  
Engineer  
\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Field  
\_\_\_\_\_  
Other

Project: South Derby Reconstruction Engineer: Buell Winter Mousel and Assoc.  
Project With Alternate One

To (Owner) City of North Sioux City Engineers Project No. 25018  
504 River Drive

North Sioux City, South Dakota Contract For: \$525,289.77

Contract Date: April 2, 2018

Contractor: Vander Pol Excavating, L.L.C.

In accordance with the provisions of the Contract between the Owner and Contractor as indicated above, the

\_\_\_\_\_  
Surety Company \_\_\_\_\_ Address \_\_\_\_\_  
on bond of \_\_\_\_\_ SURETY COMPANY,

\_\_\_\_\_  
Contractor \_\_\_\_\_ Address \_\_\_\_\_  
, CONTRACTOR,

Hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

City of North Sioux City 504 River Drive North Sioux City, S.D. 57049  
Owner Address \_\_\_\_\_  
, OWNER,

as set forth in the said Surety Company's bond.

In Witness Whereof,  
the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Surety Company

Attest:  
(Seal): \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

# Contractor's Affidavit of Payment of Debts and Claims

\_\_\_\_ Owner  
\_\_\_\_ Engineer  
\_\_\_\_ Contractor  
\_\_\_\_ Surety  
\_\_\_\_ Other

To (Owner) \_\_\_\_\_  
City of North Sioux City  
504 River Drive  
North Sioux City, South Dakota 57049

Engineers Project No. 25018

Contract For: \$525,289.77

Project: South Derby Reconstruction Project  
with Alternate One  
(name and address)

Contract Date: 2-Apr-18

Contractor: Vander Pol Excavating, L.L.C.

State of: South Dakota

County of: Union

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bonds satisfactory to the Owner for each exception.)

None'

## SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1.) Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. CONSENT OF SURETY, may be used for this purpose. Indicate attachment: yes.

CONTRACTOR: Vander Pol Excavating, L.L.C.

ADDRESS: 808 Highway 10W  
Orange City, Iowa 51041

BY:

The following supporting documents should be attached hereto if required by the Owner:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

- 1.) Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- 3.) Contractor's Affidavit of Release of Liens.

Notary Public:

My Commision Expires:

# Contractor's Affidavit of Release of Liens

\_\_\_\_ Owner  
\_\_\_\_ Engineer  
\_\_\_\_ Contractor  
\_\_\_\_ Surety  
\_\_\_\_ Other

To (Owner) \_\_\_\_\_  
City of North Sioux City  
504 River Drive  
North Sioux City, South Dakota 57049

Engineers Project No. \_\_\_\_\_ 25018

Contract For: \_\_\_\_\_ \$525,289.77

Project: \_\_\_\_\_ South Derby Reconstruction  
Project with Alternate One

Contract Date: \_\_\_\_\_ April 2, 2018

Contractor: \_\_\_\_\_ Vander Pol Excavating, L.L.C

State of: \_\_\_\_\_ South Dakota

County of: \_\_\_\_\_ Union

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of Materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bonds satisfactory to the Owner for each exception.)

"None"

## SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1.) Contractors Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Vander Pol Excavating, L.L.C.

ADDRESS: 808 Highway 10W  
Orange City, Iowa 51041

BY:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission Expires:

**Pay Request Five**

Project Name: North Sioux City South Derby Reconstruction

Date: 7/1/2019

Site Work:			Vander Pol Exc.		Pay Request Five	
Item	Description	Unit	Unit Price	Total Price	Quantity	Pay Request Four
1	Seeding	1 AC	\$2,520.00	\$2,520.00	1.13	\$2,847.60
2	Fertilizer	250 LBS	\$5.25	\$1,312.50	282.50	\$1,483.13
3	Mulch	2 TN	\$1,680.00	\$3,360.00	2.26	\$3,796.80
4	Silt Fence	264 Lf	\$3.68	\$971.52	62.00	\$228.16
<b>Storm Sewer:</b>						
Item	Description	Unit	Unit Price	Total Price	Quantity	Pay Request Four
5	15" RCP Class IV with bedding	31 LF	\$52.25	\$1,619.75	31.00	\$1,619.75
6	Adjust Manhole lid	6 EA	\$1,100.00	\$6,600.00	5.00	\$5,500.00
7	Extend 18" Culvert to Area Inlet	1 EA	\$550.00	\$550.00	1.00	\$550.00
8	Curb Inlet on existing pipe	3 EA	\$3,650.00	\$10,950.00	3.00	\$10,950.00
9	Area Inlet Type I Connect to Culvert	1 EA	\$3,450.00	\$3,450.00	1.00	\$3,450.00
10	Remove Extg. Structure and Construct Curb Inlet on existing pipe	3 EA	\$4,100.00	\$12,300.00	3.00	\$12,300.00
11	Remove and Dispose of extg culvert pipe	255 LF	\$14.00	\$3,570.00	255.00	\$3,570.00
12	Storm Sewer Trench Backfill	12 CY	\$48.44	\$581.28	0.00	\$0.00
13	Remove Extg. MH and Repair Pipe	1 EA	\$1,425.00	\$1,425.00	1.00	\$1,425.00
14	Remove Extg. Structure and Construct Gutter Inlet on Existing Pipe	1 EA	\$4,125.00	\$4,125.00	1.00	\$4,125.00
15	Remove Extg. Manhole and Constr. Conc. Manhole	1 EA	\$3,465.00	\$3,465.00	0.00	\$0.00
16	Curb Inlet on New Pipe	1 EA	\$3,450.00	\$3,450.00	1.00	\$3,450.00
<b>Paving:</b>						
Item	Description	Unit	Unit Price	Total Price	Quantity	Pay Request Four
17	8" Nonreinforced PCC Paving	4875 SY	\$49.90	\$243,262.50	5263.40	\$262,643.66
18	6" Nonreinforced PCC Paving	974 SY	\$44.75	\$43,586.50	802.50	\$35,911.88
19	Unclassified Excavation	2460 CY	\$8.75	\$21,525.00	2857.10	\$24,999.63
20	Haul millings & gravel to Flynn and Stockpile	742 CY	\$6.25	\$4,637.50	742.00	\$4,637.50
21	Haul Soil to Flynn and Grade	1165 CY	\$6.50	\$7,572.50	2196.30	\$14,275.95
22	Core Out	520 CY	\$3.75	\$1,950.00	0.00	\$0.00
23	Mill Existing Asphalt Surface	3325 SY	\$3.60	\$11,970.00	3325.00	\$11,970.00
24	Millings and Gravel placed as temporary surfacing & picked up and hauled to Flynn & Stockpiled	367 CY	\$12.25	\$4,495.75	66.20	\$810.95
25	Rock for Temporary Surfacing	200 tns.	\$29.00	\$5,800.00		\$0.00
26	Sawcut Asphalt/Concrete	1038 LF	\$5.75	\$5,968.50	1038.00	\$5,968.50
27	18" Flyash Incorporation	4942 SY	\$6.82	\$33,704.44	0.00	\$0.00
28	Flyash Transport	500 ton	\$65.00	\$32,500.00	0.00	\$0.00
29	Embankment	1235.4 CY	\$10.50	\$12,971.70	1235.40	\$12,971.70
30	Remove and Dispose of Concrete/Asphalt	1656 SY	\$5.65	\$9,356.40	1656.00	\$9,356.40
31	Pavement Marking	1 LS	\$811.00	\$811.00	0.60	\$486.60
32	Traffic Control Miscellaneous	1 LS	\$8,900.00	\$8,900.00	1.00	\$8,900.00
33	Type 2 Object Markers	6 EA	\$375.00	\$2,250.00	8.00	\$3,000.00
34	Type 3 Barricades with arrow	2 EA	\$575.00	\$1,150.00	0.00	\$0.00
35	Traffic Control Signal	84 DYS	\$230.00	\$19,320.00	53.00	\$12,190.00
36	Erosion Control & Pollution Prevention Plan	1 LS	\$3,325.00	\$3,325.00	1.00	\$3,325.00
37	Incidentals	15% LS	\$45,000.00	\$45,000.00	0.90	\$40,500.00
Total of Bid Amount				\$580,306.84		\$507,243.20
<b>Alternate No. One CEMENT TREATED SUBGRADE</b>						
Delete the following items:						
26	18" Flyash Incorporation	4950 SY	\$6.82	\$33,759.00		
27	Flyash Transport	500 ton	\$65.00	\$32,500.00		
				\$66,259.00		
Add the following items:						
26A	18" Cement Incorporation	4950 SY	\$6.82	\$33,759.00	4950.00	\$33,759.00
27A	Cement Transport	167 ton	\$165.00	\$27,555.00	150.88	\$24,895.20
				\$61,314.00		\$58,654.20
Alternate 'One' Subtotal				(\$4,945.00)		
Total of Bid Amount with Alternate One				\$575,361.84		\$565,897.40

Deducts for nonconforming work:

12	Repair Casey's Irrigation		\$2,500.00	\$0.00
13	High Slump Concrete at North Sioux Auto			
	8" Nonreinforced PCC Paving		Included in concrete quantity above.	

**Pending Change Order Items**

Scale Service	23 ea	\$11.00	\$253.00	\$ 11.00	\$253.00
12" Storm Sewer	40 l.f.	\$30.00	\$1,200.00	\$30.00	\$1,200.00
<b>Total of Contract Amount</b>					<b>\$567,350.40</b>

**Pending Items per email of May 9, 2019**

Liquidated Damages					\$ (29,600.00)
Items of Work Remaining					
a.) Remove joint sealant					\$ -
b.) Sealant Repair at Inlets					\$ -
c.) Repair Concrete Spall					\$ -
d.) Sweep Casey's Lot					\$ -
e.) Sweep Zort's Lot					\$ -
f.) Repair electrical at Zort's Lot					\$ (1,132.63)
g.) Finish Street Marking					\$ (278.00)
h.) Grade Fill at Flynn					\$ -
j.) Not Applicable					
k.) Grind portion of street					\$ (11,050.00)
<b>Net Work Completed as of 5/29/2019</b>					<b>\$525,289.77</b>



# 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: 7.8.2019  
Re: Storm Sewer Pump Quote

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**Background:** During the previous Council meeting the City Council approved the purchase of a 6-inch pump to be used in emergency situations for the pumping of storm water in the event flood gates are closed and a rain event happens inside the levee.

Council asked for the administration to provide information regarding the possible purchase of a 2<sup>nd</sup> pump. The costs are provided in the attached file. These costs are only for the pumps themselves, any hoses would be extra.

At this point for 2019 one pump has been used for 1 hour. The cost of the rentals would be able to be deducted from the cost of the purchase.

Would the council want to move forward with the purchase of a 2<sup>nd</sup> pump? If so would you want to move forward with it now, or would you want to wait until the next fiscal year. In that event we would have to keep the rental until that point in time. Rental costs are approximately \$1,500 per month.

If you all want to move forward with a pump that could be brought forward to the Council at any meeting for a purchase approval and supplementary budget approval.

**Financial Consideration:** None at this time

**Recommendation:** Council discussion only.





# 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: 7.2.2019  
Re: Parks Board Ice Cream Social

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**Background:** The council previously asked to be made of expenditures for the parks board.

The board has asked to have an ice cream social at a few of the parks in the amount of \$100 approximately. Is this something the Council would support. Funds would be drawn from the Parks Board Miscellaneous funds.

**Financial Consideration:** \$100

**Recommendation:** council discussion on the project. Tena will present relevant information.

**UNAPPROVED MINUTES**  
**North Sioux City Planning Commission**  
**June 26, 2019**

The regular meeting of the North Sioux City Planning Commission was called to order by Streeter at 4:06

Commission members present were: Holbrook, Linden, Mitchell, Olson and Streeter. Also in attendance were Building Inspector Gary Roan, City Administer Ted Cherry and Finance Assistant Jennifer Roupe.

Motion by Olson second by Linden to approve the agenda as presented. All members present voted aye.  
Motion by Mitchell, second by Holbrook to approve the June 12, 2019 minutes as presented. All members present voted aye.

New Business:

PLAT – LAKESHORE ESTATES SECOND ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA. (LOTS 1 THROUGH 9 AND R1)

Clarification on easements and filing exiting easements.

Verification on the water line and storm sewer line easements.

Execution of the emended and restated utility easements.

Modifications of the covenants.

Modifications of the Extended Warranty and Amended Developer’s Agreement.

Motion by Mitchell, second by Holbrook to approve the plat with the modifications and recommend it to City Council. All members present voted aye.

Other Business: 4 Fences, 20 Union Ct, 207 Lakeview Pl, 214 Delmar, 215 Delmar / Deck Addition, 618 Lakeview Dr / Pool, 11 Martha St / Remodel 100 N. Derby Ln

Motion by Mitchell, second by Olson to adjourn at 4:22 p.m. All members present voted aye.

Dated this June 26, 2019

Jennifer Roupe

Finance Assistant