



Regular Meeting of the City Council

July 22, 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: July 8, 2019 Regular Meeting
- F. Agenda Items
 - 1. Lakeshore Estates Warranty and Developers Agreement Amendment
 - 2. Plat – Lakeshore Estates 2nd Addition
 - 3. Sewer Rate Discussion
 - 4. Sewer Rate Ordinance
 - 5. Vehicle Purchase Discussion
- G. Community and Council Input
- 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
July 8, 2019

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

Council President Parks led the Pledge of Allegiance.

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

Motion by Green, second by Benson to approve the minutes from the June 17, 2019 Council Meeting. All members present voted aye.

Motion by Cropley, second by Slater to approve the 2nd reading of Ordinance 2019-02 as presented. All members present voted aye.

Motion by Benson, second by Carpenter to approve the 2nd reading of Ordinance 2019-03 as presented. All members present voted aye.

A discussion was held on the Lakeshore Estates extended warranty and developers agreement amendment. Greg Meyer stated the issue is if the city would require the developer to replace concrete panels that crack and settle 1/16th of an inch or more. Meyer said this is not typical of the city to require this. Meyer also stated what is typical is that they would be required to replace pavement that cracks within a year. Bart Connelly said there were six issues, they signed off on five of them with the exception of the warranty of the pavement.

Motion by Cropley, second by Benson to table item #3 Lakeshore Estates extended warranty and developers agreement amendment. All members present voted aye.

Motion by Benson, second by Carpenter, to table item #4 Lakeshore Estates 2nd Addition Plat. All members present voted aye.

Motion by Carpenter, second by Benson to approve change orders #2 and #3 for the Flynn Extension. All members present voted aye.

A discussion was held on the sewer rates. Parks mentioned that one option would be to keep the base rate the same and increase the rate for any usage above 3,000 gallons by 10%. Ethan Joy from JEO was on hand to discuss what the sewer study would encompass. Slater said that he would be ok with delaying the increase until we get the sewer study back. Cropley would like this back on the July 22nd agenda. Benson would like Finance Officer Hamm to bring back numbers to see how long the sewer fund could sustain the 10% increase.

Motion by Benson, second by Cropley to table the sewer rates until the next meeting. All members present voted aye.

Motion by Green, second by Blaeser to approve the JEO contract for the Plan Addendum and Rate Study in the amount of \$27,000. All members present voted aye.

Motion by Benson, second by Carpenter to approve the contract with JEO for the Rehabilitation of 8 blocks of Sanitary Sewer via CIPP at a cost of \$19,900. All members present voted aye.

Motion by Slater, second by Blaeser to approve the contract with Stockwell Engineers for the Lift Station Generators design. All members present voted aye.

Motion by Slater, second by Blaeser to approve the Flynn Substantial Completion. All members present vote aye.

Motion by Cropley, second by Slater to approve the South Derby Closeout. All members present vote aye.

A discussion was held on the purchasing of pumps. The City currently owns one pump and are renting three others. The city can continue to rent the pumps until January then purchase the pumps with the rent deducted from the purchase price. A decision was made to continue renting the pumps and budget the purchase to the pumps on next years budget. The council would also like to see a recommendation from Rusty, the Mayor, and Ted Cherry on how many pumps the city needs.

There was discussion on the Parks Board having an ice cream social. Slater mentioned that they could also look into have inflatables available to use. Carpenter said they were also discussing having a movie night. Slater said the Ferrari Park needs attention prior to this happening. Carpenter also mentioned that the weeds around the exercise equipment needs attention.

Motion by Slater, second by Benson to approve \$100 per event for 3 ice cream socials for the Parks Board. All members present voted aye.

Community Input:

1. Mona Milton a resident from McCook Mobile Estates wanted to make the Council aware that the Trailer Park where she is a resident was sold a couple of years ago then sold again just recently to an investor from California. The residents are concerned about the potential rent increases in the coming years.
2. Rusty Montagne gave the council an update on some of the updates they have added to their equipment.
3. Tina Carpenter said July 15th the Parks Board will go down to Council Bluffs to meet with the City to discuss the cost of their splash pad. July 17th they will meet with Stockwell Engineers to get a good idea of what the cost would be of the North Sioux City splash pad. They also met with a contractor to see what the cost would be on installing the 4 pieces of exercise equipment the city currently owns.

Motion by Cropley, second by Benson to move into executive session for personnel and contractual items at 8:39pm. All members present vote aye.

Regular session resumed at 9:03pm.

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

AMRCN LGL SVCS	3240.00	SD CODE OF ORDINANCES
AMRCN UNDRGRND SUPP	396.06	FITTINGS-WTR PARTS (20)
AUTUMN CUSTOM SEEDING	3294.48	S DERBY HYDRO SEED
BEN FISH TIRE CO, INC	28.16	TIRE REPAIR
BIERSCHBACH EQUIP & SUPP	34068.00	FLOOD & DIESEL PUMPS
BLUE VALLEY PUBLIC SFTY	612.00	CIVIL DEFENSE MNTNC
BOMGAARS	1692.62	NUT DRIVER SET, GLOVES
CAMPBELL GRADING CO.	4558.62	GRAVEL 110.6 TONS
CERTIFIED TESTING SVCS	794.00	2018 PAVING FLYNN PROJ
CHERRY, TED	64.68	EXP REIMB-MULTIPLE MTGS
COLONIAL LIFE	81.86	JUNE2019 PREM 6/7, 6/21
CNTNTL RSRCH CORP	233.50	GREASE FOR PLOWS
CNTRCTR SLTNS	3182.00	FLOOD PUMP
CUSTOM SPORTSWEAR	50.23	SUMMER REC T-SHIRTS (12)
DAKOTA TRAFFIC SVCS	3126.54	PAINTED SIGNS (29)
DAKOTA DUNES/NSC TIMES	96.00	SUMMER RDNG AD

DIAMOND VOGEL PAINTS	207.47	PAINT-PRKIG SIGNAGE
THMPSN INNVTN	2170.00	JUNE2019 TECH SUPP
FOUR SEASONS NORTH	224.55	JUL2019 FITNESS CHGS
GILL CNSTRCTN	41363.20	S DERBY PROJ, STREET REP, CNCRT PAD
H2O 4 U	55.50	BOTTLED WTR (5)
HAWKINS, INC	2856.90	CHLORINE (9)
HENKINSCHULTZ	1835.00	SR CNTR SIGNS (2), CARDS (200)
INGRAM LIB SVCS	1192.23	BOOKS (66)
JACK'S UNIFORMS & EQUIP	60.00	CLTHNG ALLWNC
JEFF'S LAWN CARE, INC.	942.80	RIVER VALLEY APTS-SEED DITCH
JEO CNSLTNG GROUP	15093.25	FLYNN ENGNRNG SVCS, ANNUAL REP
JUNIOR LIB GUILD	486.32	BOOKS (30)
KALINS INDOOR COMFORT	902.00	LIB-MNTNC CNTRCT
KOLETZKY IMPLEMENT	6353.07	TIGER MWR REP
LEAGUE OF NEBRASKA	215.60	CITY SPRRTNDNT AD
LIBERTY NATL BK-TIF#3B	25276.41	WILDFLWR TIF PYMT2
LOCAL NO. 749	170.00	AUG2019 DUES
MF CNSTRCTN	2150.00	SWR PUMP ELECTRIC MOTOR
MIDAMERICAN ENERGY	13222.45	JUNE2019 UTLTY CHGS
MIDAMERICA BOOKS	396.95	BOOKS (21)
MIDWEST TAPE	218.90	DVD'S (10)
MJ MINOR UTLT CNTRCTR	9132.69	LIFT STATION VAC (6)
NSC AUTO REP	422.96	UNIT 5-REP
OFFICE ELEMENTS	222.00	CH-COPY PAPER (6 BX)
OFFICE SYSTEMS CO	174.66	COPY & LEASE EXP
ONE OFFICE SLTN	147.99	PD-COPY PAPER (20 RIMS), FLDRS
PER MAR SECURITY SVCS	181.32	3Q2019 SCRPTY MNTRNG SVC
JAMES POTRATZ	3300.00	DIKE MOWING
PRESTO-X	226.00	JUNE2019 PEST CNTRL
QUALITY FLOWS	8145.00	RETROFIT, TRANSDUCER, SENTINEL
RICK HANSON PLUMBING INC.	269.39	SR CNTR-BADGER DISPOSAL
RBRTSN IMPLEMENT CO	510.63	LAWN MWR PARTS
SD DEPT OF HEALTH	537.00	BOD, COLI, SOLIDS, SULFATE
SENSAPHONE, INC.	480.00	REMOTE MNTRNG SYSTEM 1YR
SIOUX CITY FENCE	363.27	REP CHAIN LINK-BOAT RAMP
SOOLAND BOBCAT	2228.17	BOBCAT REP
SPARKLE & SHINE CLNG SVCS	1451.25	JUNE2019 CLNG (4)
STEVE HARRIS CNSTRCTN	240776.48	05-79-05890 FLYNN PROJ
SXLAND REGIONAL TRANSIT	55.59	SR CNTR-TRNSPRTD 2 RESIDENTS
VAN DIEST SUPPLY	3884.80	BIOMIST (20 GL)
VANDER POL EXCAVATING, LLC	112825.36	S DERBY RCNSTRCTN, LEVEE, DV SIDEWALKS
VERIZON WIRELESS	844.53	CELL CHGS (21 LINES)
WILL CHYTKA	50.00	STREET CLOSURE DEPOSIT
WOODBURY CTY EMERG SVCS	488.15	JUL2019 STARCOMM
WOODHOUSE	340.63	UNIT 2 REPAIRS

Motion to adjourn by Cropley second by Blaeser at 9:05pm. All members present voted aye.

Approved

Randy Fredericksen, Mayor

Attested

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: 7.22.2019
Re: Lakeshore Estates Plat Memo, Extended Warranty, and Developers Agreement Amendment

Background: After much effort we believe we have gotten to a place of approval with Lakeshore Estates. The current agreement and plat are attached with this memo. Also attached is information from Greg regarding the project.

The warranty agreement address City concerns in regards to warranty periods, dates for future work to be completed by, manhole replacement and testing, concrete settling and cracking, as well as a number of other items. Additionally there is an agreement on the testing procedures of the manholes that are possibly leaking nad how to repair those manholes.

Language has been provided that stated the City has the right to withhold permits, inspections, and utility services to property owners in the event developer does not meet mutually agreed upon timeframes.

City code 17.88.080-090 provides for the final platting process. Council must take action on the plat item as the 60 day threshold is fast approaching. Council must either approve or deny the plat. If denied the plat would have to restart the process.

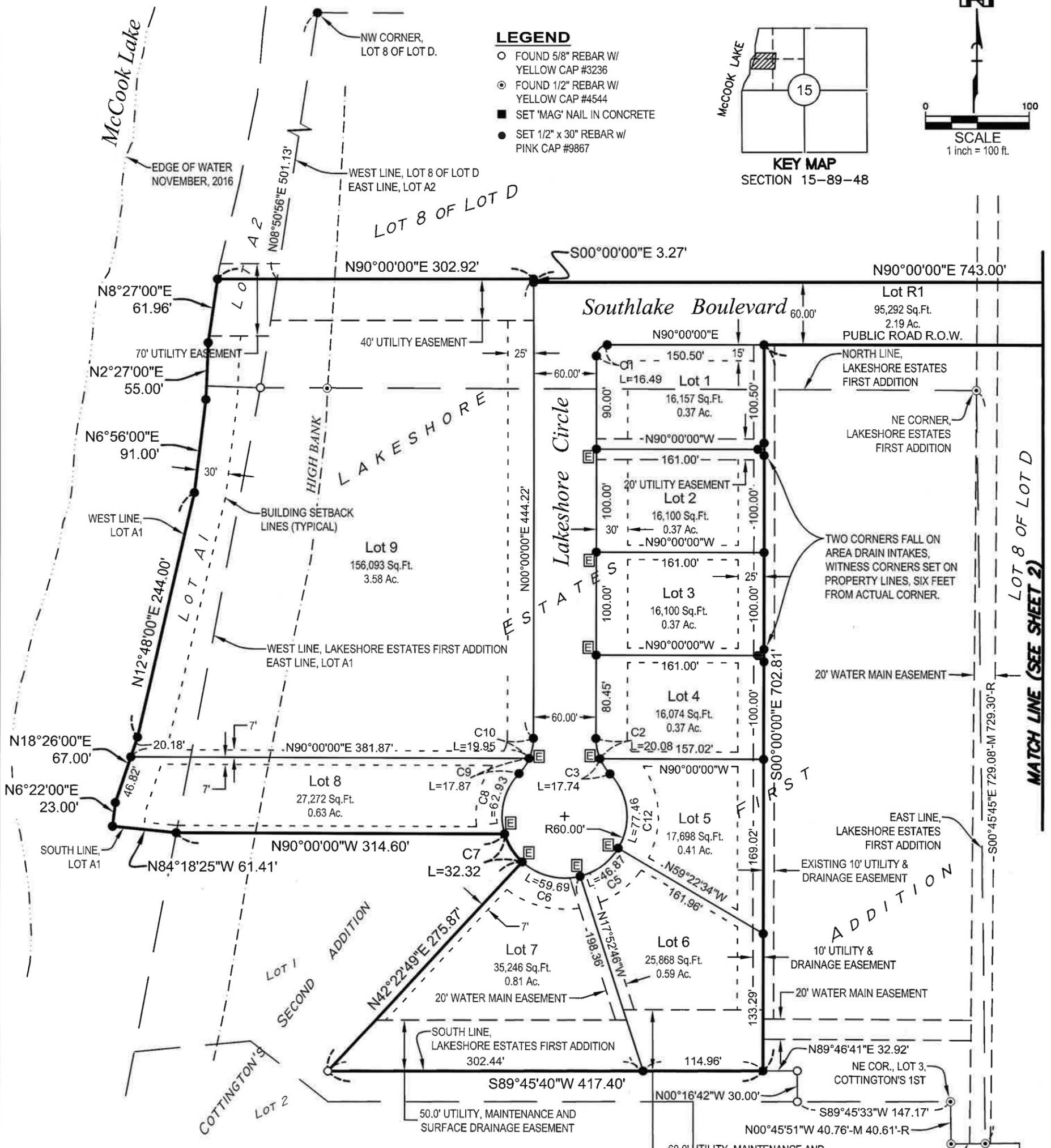
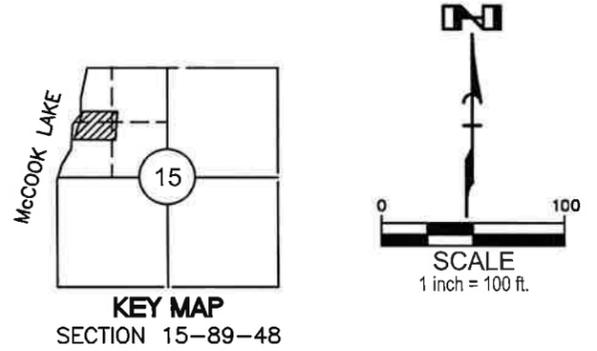
Financial Consideration: None

Recommendation: Administration, with the consultation from Greg and Darrell, would recommend approval of the Lakeshore Estates Plat as well as the Extended Warranty and Developers Agreement Amendment.

**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

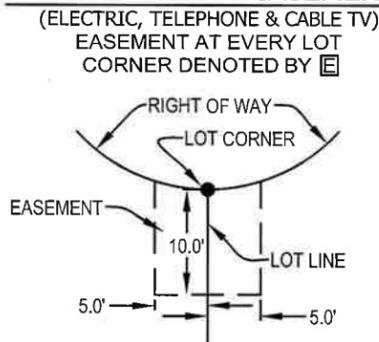
- FOUND 5/8" REBAR W/
YELLOW CAP #3236
- ⊙ FOUND 1/2" REBAR W/
YELLOW CAP #4544
- SET 'MAG' NAIL IN CONCRETE
- SET 1/2" x 30" REBAR W/
PINK CAP #9867



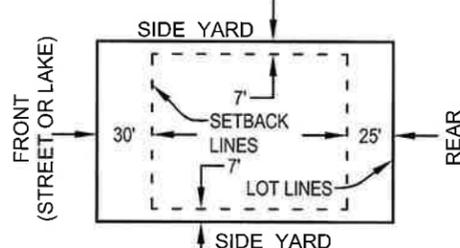
GENERAL NOTES:

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



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

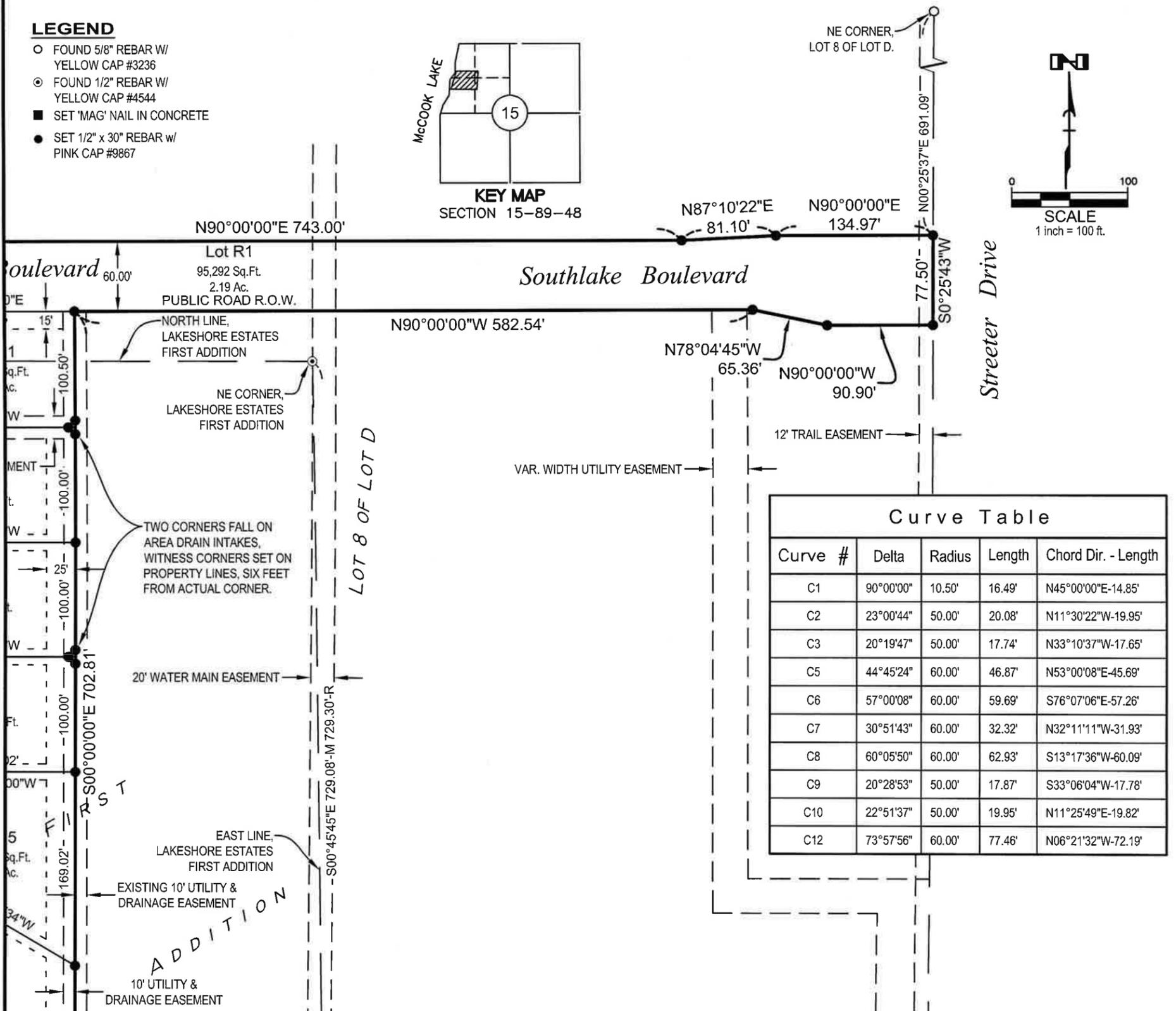
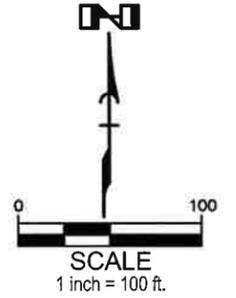
**SURVEY PLAT OF
LAKESHORE ESTATES SECOND ADDITION**
TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.
(LOTS 1 THROUGH 9 AND R1)

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



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 14th day of JUNE, 2019.

DAVID A. LAMBERTON
REG. NO. 9867

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

OWNER'S CERTIFICATE

We, the undersigned, do hereby certify that we are the owners of all land included in the above plat and that said plat has been made at our request and in accordance with our instructions for the purpose of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

We hereby dedicate to the public for public use forever, the streets and public grounds on Lot R1 on said plat, including all sewers, culverts, bridges, water distribution lines, sidewalks and other improvements on or under the streets and public grounds, whether such improvements are shown or not. Lakeshore Estates, LLC. reserves onto the City of North Sioux City and their successors and assigns a permanent and exclusive easement for the construction, erection, installation, repair, maintenance, use, operation, inspection, reconstruction, replacement, and removal for any and all utilities over under and across the areas so designated as utility, sanitary sewer, or water main easements on this plat (hereinafter referred to as easements).

The dedication of the easements as set forth herein is subject to the following terms: (a.) The easements granted include the right of ingress and egress across adjoining property for all easement purposes; (b) upon the completion of work within the easement, the city shall restore the property to approximately the condition that existed prior to the work; (c.) Neither Lakeshore Estates, LLC. nor any subsequent owner of a lot may (i) interfere with city's activities described above; (ii) erect or construct any building, fence, landscaping materials, or other structures or improvements within the easement areas identified on the plat; (iii) plant or maintain any trees, shrubs, or vegetation other than grass within the easement areas; or (iv) diminish or add to the depth of the soil, located within the easement areas; (v) interfere with the adjoining lots use of the easement and drainage; (d.) Lakeshore Estates, LLC. 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; (e.) The provisions of this owner' certificate, specifically including the easements granted herein and the terms thereof, may not be amended, terminated, or added to without the written approval of the City of North Sioux City

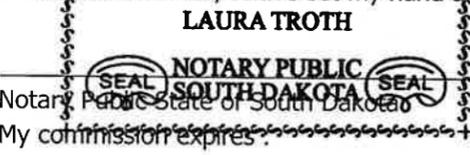
Dated this 14TH day of JUNE 2019.



President
Lakeshore Estates, LLC.

State of South Dakota)
)ss
County of Union)

On this 14 day of June, 2019, before me personally appeared Bart J Connelly, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same of their own free act and deed.

In witness whereof, I have set my hand and official seal.
LAURA TROTH

Notary Public, State of South Dakota
My commission expires: 4-28-2023

NORTH SIOUX CITY PLANNING COMMISSION:
I, Planning Director, of North Sioux City, South Dakota, do hereby certify that this plat has been reviewed by me or my authorized agent and has been approved.
Approved this _____ day of _____, 2019.

PLANNING DIRECTOR
NORTH SIOUX CITY, SOUTH DAKOTA

NORTH SIOUX CITY COUNCIL RESOLUTION

Be it resolved by the City Council of the City of North Sioux City, South Dakota that the plat known and described as Lakeshore Estates Second Addition to the City of North Sioux City, Union County, South Dakota (Lots 1 through 9 and R1) is approved and that the municipal finance officer of the City of North Sioux City, South Dakota is hereby directed to endorse on such plat a copy of this resolution and certify the same thereon.

dated this _____ day of _____, 2019.

Mayor of North Sioux City, South Dakota

Municipal Finance Officer
North Sioux City, South Dakota

State of South Dakota)
)ss
County of Union)

I, the undersigned, the duly appointed qualified and acting Municipal Finance Officer of the City of North Sioux City, South Dakota hereby certify that the above resolution is a true and correct copy of the resolution adopted by the City Council of the City of North Sioux City, South Dakota at a meeting held on the _____ day of _____, 2019.

witness my hand as Municipal Finance Officer and the Official Seal of the City of North Sioux City, South Dakota.

Municipal Finance Officer
North Sioux City, South Dakota

TREASURER'S CERTIFICATE

I, Treasurer of Union County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above (and foregoing) plats, as shown by the records of my office, have been fully paid.

TREASURER
UNION COUNTY, SOUTH DAKOTA

DATE

DIRECTOR OF EQUALIZATION

I, Director of Equalization of Union County, South Dakota, do hereby certify that i have received a copy of this plat.

DIRECTOR OF EQUALIZATION
UNION COUNTY, SOUTH DAKOTA

DATE

REGISTER OF DEEDS

Filed for record this _____ day of _____, 2019, at _____ .M. and recorded in Book _____ of Plats on Page _____.

REGISTER OF DEEDS
UNION COUNTY, SOUTH DAKOTA

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

**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 Project as defined in that certain Development Agreement dated as of January 8, 2018 was installed in accordance with the contract plans and specifications.

2. Developer further hereby warrants for a period defined in Paragraph 8 below that the Work #1 was installed in accordance with the contract plans and specifications. Work #1 is defined as constructing and installing the storm sewer line running from manhole ST1 to the lakefront outlet, all in Lakeshore Estates.

3. (a) Developer hereby warrants for a period of eight (8) years from the date of this Agreement that the Work #2 was installed in accordance with the contract plans and specifications. Work #2 is defined as constructing 85 concrete panels.

(b) Developer further hereby warrants for a period of two (2) years from the date of this Agreement that the Work #3 was installed in accordance with the contract plans and specifications. Work #3 is defined as constructing all of the other concrete panels in the Phase I paving.

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

5. If problems occur with the storm sewer line running from manhole ST1 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, Developer will assume financial responsibility for the repair or repairs that are required.

6. If a concrete panel cracks and settles more than 1/16th of an inch or settles without cracking 0.25 of an inch during the extended eight year warranty period in Paragraph 3(a) above or, during the extended two year warranty period in Paragraph 3(b) above, Developer will remove and replace the concrete panel meeting the aforementioned criteria as requested by the City in compliance with paragraph 9.

7. If any of the manholes ST1, ST8, and ST11 as shown on the City approved Project drawings experience movement during the extended four year warranty period, Developer shall reconstruct all three manholes to comply with the SUDAS detail on the City approved Project drawings.

8. Subject to the shorter periods of warranties stated herein, 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 (TID) 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.

9. It is understood and agreed that in the event of defects and the necessity of making repairs, City will notify Developer in writing of the conditions and shall give Developer an agreed upon time up to seven calendar days to provide a written plan and schedule for completing the repairs for the approval of the City. In the event of a repair deemed by the City to be an emergency, the City will provide notice to the Developer before starting the repairs. If the Developer fails to submit such schedule, or to make

the repairs as approved by the City, the City shall have the right to make the repairs and collect from the Developer all outlay and expenses the City incurs in making the repair and in attempting to enforce the terms of the Development Agreement.

10. 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 future contractors involved in building houses in this Project.

11. Damages arising out of improper use, maintenance, and normal wear and tear are excluded from this Limited Extended Warranty.

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 Sheet D.05. Installation of rip rap shall start when the level of the lake returns to its historic winter level or elevation 1086.4. The work shall proceed without interruption.
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 testing procedure per Section 3.7.8 MANHOLE EX-FILTRATION TEST, attached hereto and by this reference made a part hereof, to test the full depth of the manhole; if leaks are found, repair the leaks and retest the manholes per the attached testing procedure. Repeat the testing and repair of leaks, until the manholes are able to pass the attached testing procedure.

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 construction schedules. Developer and City agree to reevaluate the time deadlines for an extension should these events occur.

City reserves the right to withhold building permits, occupancy permits, building inspections, and the use of City utilities from the property after platting if Developer fails to meet the standards, the ones which are in the control of Developer, listed above.

[Signature page follows.]

3.7.8 MANHOLE EX-FILTRATION TEST. The Contractor shall furnish all necessary equipment and materials and shall be responsible for conducting, in the presence of the Engineer/Inspector, an ex-filtration test on each manhole. A separate manhole ex-filtration test will not be required when the manhole is tested simultaneously with the sewer pipe during an ex-filtration test.

It is not recommended to conduct the pipe leakage test concurrently with the manhole ex-filtration test, as the allowable parameters for head (H) in the two tests differ. However, a separate manhole ex-filtration test will not be required when manholes are tested simultaneously with the sewer pipe ex-filtration test. If the Contractor wishes to concurrently test the pipe and manhole the Table 9-2 may be used to assist in measuring the pipe loss for a concurrent test.

The manhole shall not allow ex-filtration of water of more than 0.10 gallons per hour per foot diameter per foot head (0.10 gal/hr/ft dia/ft head) with head being measured from the top of the water surface in the test manhole to groundwater level outside the manhole or to the bottom of the manhole, whichever is less.

All pipes leading into or out of the manhole shall be plugged to provide a watertight seal and the manhole filled with water to a level three (3) to four (4) inches below the casting rim or lid. The water shall be allowed to stand for two (2) hours prior to beginning the test to allow for absorption into the manhole. If the water has dropped at the end of the two (2) hour stabilization period,

02525-4

additional water shall be added to bring the water level to at least three (3) to four (4) inches below the casting rim or lid, as initially was done. If the head is greater than 30 feet, refer to the plan drawings for ex-filtration testing requirements.

The minimum test period shall be for two (2) hours and the values derived from Table 9-4 will need to be adjusted to the actual test time. If the test fails to meet these requirements, the Contractor shall, at his own expense, determine the source of leakage, repair or replace all deficiencies, and retest the installation until passing, all in a manner approved by the Engineer. This does not mean that the Ex-filtration test has to be repeated but rather a passing test has to be achieved by either the Ex-filtration Test or the Manhole Vacuum Test. The Contractor shall anticipate the need to conduct multiple tests in order to meet the above requirements and shall conduct testing in such a manner and sequence that the requirements indicated above are achieved.

Water used for ex-filtration testing shall be clean, potable water and shall not be discharged into the sewer system. Such water shall be pumped from the manhole being tested and discharged at an approved discharge site.

TABLE 9-4
MANHOLE EX-FILTRATION TEST - ALLOWABLE LEAKAGE

Head (Feet)	Allowable water drop in casing and cone per hour					
	4-foot diam.		5 foot diam.		6 foot diam.	
	(gals)	(inches)	(gals)	(inches)	(gal)	(inches)
2	0.8	0.32	1.0	0.40	1.2	0.48
4	1.6	0.64	2.0	0.80	2.4	0.96
6	2.4	0.96	3.0	1.21	3.6	1.45
8	3.2	1.29	4.0	1.61	4.8	1.93
10	4.0	1.61	5.0	2.01	6.0	2.42
12	4.8	1.93	6.0	2.42	7.2	2.90
14	5.6	2.25	7.0	2.82	8.4	3.38
16	6.4	2.58	8.0	3.22	9.6	3.87
18	7.2	2.90	9.0	3.63	10.8	4.35
20	8.0	3.22	10.0	4.03	12.0	4.84
22	8.8	3.55	11.0	4.43	13.2	5.32
24	9.6	3.87	12.0	4.84	14.4	5.81
26	10.4	4.19	13.0	5.24	15.6	6.29
28	11.2	4.51	14.0	5.64	16.8	6.77
30	12.0	4.84	15.0	6.05	18.0	7.26
>30	as per plans					

Use of Table 9-4:

02525-5

Example of a concurrent manhole and pipe ex-filtration test:

Given: 370 ft. of 10 in. sewer, groundwater approximately 2 ft. above the pipe invert at the manhole being tested, the manhole is 5 foot in diameter and the manhole is 17 ft. deep from rim to invert.

The calculated pipe loss for 370 ft. - 10 in sewer would be (from Table 9-2) $0.09 \times 370 = 33.3$ gals in a 24-hour period. To adjust this loss to coincide with the manhole test the 33.3 gals would need to be converted, to two (2) hours; so $(33.3 / 24 \text{ hrs}) \times 2 \text{ hrs} = 2.78$ gals. The 2.78 gals is the permitted loss for the pipe in 2 hours.

The calculated manhole loss for a 5 foot diameter manhole 17 feet deep with groundwater 2 ft. above the invert would be (from Table 9-4) $17' - 2' = 15' \text{ H}$, round H down to 14 ft., the corresponding value from the 5 ft. diam. column results in a manhole loss of 7.0 gals. per hour. This value then needs to be converted to a two hour test. So, $7.0 \text{ gals.} \times 2 = 14 \text{ gals.}$ for two hours.

The combined total loss would be 2.78 gals (pipe) + 14 gals. (manhole) = 14.78 gals. This loss can be measured in inches of water surface drop in the cone by converting the gals. in Table 9-4 to inches. The 7.0 gals. = 2.82 inches of drop, therefore 14 gals. of loss equals 2×2.82 inches = 5.64 inches. The 2.78 gals. would be rounded down to 2.0 gals., which is equivalent to 0.80 inch drop. Therefore the total water surface drop for a two hour test would be $5.64'' + 0.80'' = 6.44''$.

Another option instead of measuring the surface water drop would be to measure the volume of water required to bring the water surface back to the original level, at the start of the test. In order to achieve a passing test, the volume of water needed to fill the cone would have to be less than 16.78 gals.

TABLE 9-2
ALLOWABLE LEAKAGE

Pipe Size (in.)	Leakage Rate (gal./ft./24 hrs)
8	0.08 x L
10	0.09 x L
12	0.11 x L
15	0.14 x L
18	0.17 x L
21	0.20 x L
24	0.23 x L
27	0.26 x L
>27	as per plans

Use of Table 9-2

02525-6

The length of time for the test in the table is given as a 24-hour period and will need to be adjusted for the actual test time. The allowable leakage shall be calculated using the formula presented in Table 9-2 and L, is the feet of pipe being tested.

It is not recommended to conduct the pipe leakage test concurrently with the manhole ex-filtration test, as the allowable parameters for head (H) in the two tests differ.

If the Contractor wishes to concurrently test the pipe and manhole then Table 9-4 may be used to assist in measuring the pipe loss for a concurrent test.

For example the calculated loss for 350 ft. - 12 in. sewer would be $0.11 \times 350 = 38.5$ gals. in a 24-hour period. To adjust this loss to the actual test time or if a manhole test is being conducted concurrently the 38.5 gals. would need to be converted, to say, two (2) hours; then $(38.5 / 24\text{-hrs}) \times 2 \text{ hrs} = 3.2$ gals. The 3.2 gals would be the permitted loss or if testing concurrently would have to be added to the loss calculated for the manhole.

From: [Buell Winter Mousel and Associates](#)
To: [Ted Cherry](#)
Subject: North Sioux City Lakeshore Estates Warranty
Date: Friday, July 19, 2019 11:08:14 AM

Ted:

Would you include in the Council packet the below information from my email with the explanation of the calculation of the number of panels to be included for warranty?

The typical purpose of soil density testing is to test if the process used to compact the soil is achieving the desired results. When I compare the results obtained from the test borings, I see original test hole 4 with passing densities then 201.5 ft later a density test fails in test hole 5. Further on to test hole 11A, the density tests are passing and then to test hole 12A there are more failing density tests. By test hole 10 the tests are passing again. The results are not consistent, which makes it difficult to estimate when the good compaction process starts and stops. I do not see evidence to support a conclusion that poor compaction process was limited to a 20 ft. by 15.5 ft rectangle around the test hole. In the case of test hole 12A, did the poor compaction process extend from test hole 12A south for 271.45 ft. to test hole 10 and then north and east to test hole 11A for a distance of 200 ft? Was the length of poor compaction 471.5 ft or 20 ft (as suggested by Lakeshore Estates)? I would propose a compromise of 235 ft which using a 10 ft concrete panel length equals 23 panels. Regarding the width of the potential damage from trench settlement, I would suggest the concrete panels are tied across the longitudinal joint of the pavement with rebar at 30" centers. If the middle 2 panels settle, they may produce bending stress on the outer two panels causing damage to the outer two panels. Therefore, I recommend the width of the concrete panel warranty should be all 4 concrete panels. The compromise number of panels for test hole 12A is 92 ($23 \times 4 = 92$).

The same logic can be applied to test hole 5 which has a length between passing tests of 428.5 with a compromise distance of 214 ft. Using the same 10 ft concrete panel by 4 concrete panels the compromise number of concrete panels for test hole 5 is 84 ($21 \times 4 = 84$).

The resulting total number of panels for warranty is calculated as follows: 10(existing cracked panels not in the compromise distance) + 92 + 84 = 186. If the City desires to compromise further and accept warranty on the two middle concrete panels, the number of concrete panels for warranty would be 93 which should be applied throughout the entire project.

Greg

*Buell Winter Mousel and Associates P.C.
143 Suncoast Drive
North Sioux City, SD 57049
Phone 712-251-6696*

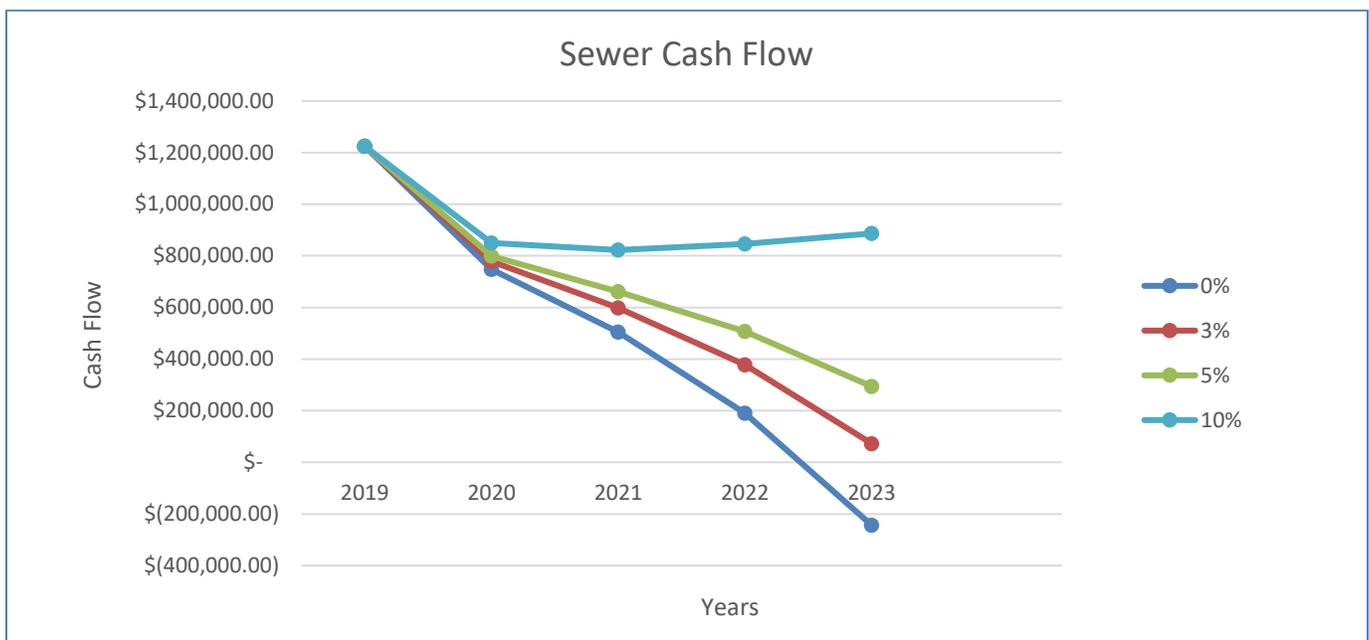
To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 7.22.2019
Re: Ordinance 2019-04 and Sewer Information

Background: The Council had asked for additional information regarding sewer rate increases. The City of Sioux City has passed a 10% increase in costs for North Sioux City. The ordinance provided is a straight 10% increase to call costs including the base cost and the over 3,000 gallon per 1,000 gallon charge. You can see from the attached information that without the 10% increase it would have cost the city on average \$3,510.22 a month for the months of January 2019 through June 2019. You will also see from the chart below that without an increase the sewer fund would be able to sustain itself until the middle of 2022. The chart does take into consideration the capital improvement projects budgeted for the sewer system. Included for the councils review are the budgeted capital improvement projects anticipated through 2023 and the annual increase costs to Sioux City for sewer usage since 2013.

At this time we understand that Sioux City will be continuing to increase their rates, but we have no knowledge of what those rate increase would be. Those increase would negatively affect the information below. We expect Sioux City to release information regarding 5 years of sewer rate increase when their study with HDR is completed and accepted by their Council. The Sioux City City Manager gave a verbal agreement in an open council meeting that they would provide North Sioux City with 5 years of rate increase.

Financial Consideration: Increase in revenues as decided by Council

Recommendation: Administration would appreciate discussion on the potential of a sewer increase. If the Council chooses, they should pass Ordinance 2019-04.



The chart shows the city's sewer cash flow if we increase 0%, 3%, 5%, or 10% each year.

The chart assumes a 3% increase in other costs and a 10% increase in Sioux City sewer costs on an annual basis.

Capital Sewer Improvement Projects

2019 Cap Improvement Plan	\$ 780,000.00
2020 Cap Improvement Plan	\$ 460,000.00
2021 Cap Improvement Plan	\$ 160,000.00
2022 Cap Improvement Plan	\$ 160,000.00
2023 Cap Improvement Plan	\$ 200,000.00
Total Capital Improvement Projects	\$ 1,760,000.00

Increase Sioux City Sewer Costs

Year	Cost	Increase from prior year	% Increase
2013	\$231,173.27	\$94,616.61	69.29%
2014	\$291,202.01	\$60,028.74	25.97%
2015	\$305,679.72	\$14,477.71	4.97%
2016	\$338,669.71	\$32,989.99	10.79%
2017	\$357,097.08	\$18,427.37	5.44%
2018	\$387,497.52	\$30,400.44	8.51%

PROPOSED ORDINANCE 2019-04

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 10%.

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~~ Twenty nine dollars and forty six cents (\$26.78) ~~(\$29.46)~~ per month plus ~~three dollars and seventy six cents (\$3.76)~~ four dollars and fourteen cents (\$4.14) 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)~~ Thirty five dollars and twelve cents (\$35.12) per month plus ~~three dollars and seventy six cents (\$3.76)~~ four dollars and fourteen cents (\$4.14) 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)~~ Fifty dollars and ninety eight cents (\$50.98) per month plus ~~five dollars and forty nine cents (\$5.49)~~ six dollars and four cents (\$6.04) per thousand (1,000) gallons based on actual metered sales or estimated flows.

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:

PROPOSED ORDINANCE 2019-04

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 10%.

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 nine dollars and forty six cents (\$29.46) per month plus four dollars and fourteen cents (\$4.14) 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 five dollars and twelve cents (\$35.12) per month plus four dollars and fourteen cents (\$4.14) 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.

Fifty dollars and ninety eight cents (\$50.98) per month plus six dollars and four cents (\$6.04) per thousand (1,000) gallons based on actual metered sales or estimated flows.

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:

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 7/22/2019
Re: Vehicle Purchase Discussion

Background: Over the past few years the costs for mileage reimbursements have been increasing. This is due to a number of items, but better record keeping on the part of those using their personal vehicles for City use can attribute to most of this. Below is a chart showing the costs in 2017, 2018, and YTD 2019. The discussion for the Council should be on if they would like to explore the option of purchasing a vehicle for employee use to save on costs for mileage.

Year	2019	2018	2017
Council	\$ 42.00	\$ 1,298.05	\$ 226.11
City Admin	\$ 478.22	\$ 2,119.36	\$ 2,000.80
Finance Office	\$ 304.74	\$ 1,135.33	\$ 799.71
Library	\$ 190.20	\$ 369.79	\$ 529.20
Totals	\$ 1,015.16	\$ 4,922.53	\$ 3,555.82

To be kept in mind for the discussions is that currently the Police do not track their mileage as they use PD vehicles for travel. Those vehicles use gas cards instead of getting reimbursed. This would be normal travel around the state for their trainings. Also, new officers take a PD patrol vehicle for travel back and forth to the Police Academy.

Costs for vehicle from a sedan to SUV on state bid range from \$17,000 for a Chevy Malibu to \$40,000 for a Chevy Tahoe.

Financial Consideration: None at this time

Recommendation: discussion topic only