



Regular Meeting of the City Council

September 03, 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: August 19, 2019 Regular Meeting
- F. Agenda Items
 - 1. Ordinance 2019-05 – Storage Containers 2nd Reading
 - 2. Ordinance 2019-06 – Right of Way Maintenance – 2nd Reading
 - 3. Ordinance 2019-07 – Animal Control Language Update – 2nd Reading
 - 4. Ordinance 2019-08 – Supplemental Budget #1 1st Reading
 - 5. Ordinance 2019-09 – FY2020 Budget Ordinance 1st Reading
 - 6. Water Supply Improvements Contract – Stockwell
 - 7. Lift Station Generators Contract Amendment – Stockwell
- G. Community and Council Input
- H. Executive Session*
 - 1. Contractual
- 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
August 19, 2019

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

Mayor Fredericksen led the Pledge of Allegiance.

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

Motion by Green, second by Benson to approve the minutes from the August 5, 2019 Council Meeting. All members present voted aye.

Andrew Nilges of the North Sioux City Economic Development presented to the council all the advertising to date for the City of North Sioux City while the bridge is closed. He stated there has been three primary aspects to the campaign, digital, TV, and social media. The year to date cost for these advertisements has been around \$19,000. Benson asked what the cost would be to extend it another month. Parks asked Kim Luken if she would sit down with Andrew to go over the advertising campaign. The council agreed that advertising for another month would be beneficial to the businesses.

Ted Cherry stated that the National League of Cities contacted him about the possibility of the city taking part in a program to help property owners protecting their water and sewer lines. The program is an insurance program that would be offered to residents. The city would receive a royalty of \$0.25 per policy per month. Slater and Parks would like to have more information on this before moving forward. Cherry said they do ask for mailing lists and ask to use our logo. Cherry said he can have a representative come to explain the program in more detail.

Motion by Cropley, second by Berg to approve the Plat – Lots 6A and 7A Block 7. All members present voted aye.

Motion by Parks, second by Benson to approve the South Derby Change Order #2 for a deduction of \$46,140.04. All members present voted aye.

Motion by Cropley, second by Berg to approve Resolution 2019-03 – Hazard Mitigation Plan Adoption. All members present voted aye.

City of North Sioux City, South Dakota Resolution #2013-03

A resolution of the City of North Sioux City Declaring Support and Adoption of the Union County Pre-Disaster Hazard Mitigation Plan Update, dated 2019.

WHEREAS, the North Sioux City City Council supports the contents of the Union County Pre-Disaster Hazard Mitigation Plan Update; and

WHEREAS, the Union County Pre-Disaster Hazard Mitigation Plan Update will be utilized as a guide for planning related to FEMA Hazard Mitigation and other purposes as deemed appropriate by the City of North Sioux City.

NOW THEREFORE BE IT RESOLVED, that the North Sioux City City Council hereby adopts, supports and will facilitate the implementation of the Union County Pre-Disaster Hazard Mitigation Plan Update.

Adopted this _____ day of _____, 2019

Mayor

Attest:

Motion by Benson, second by Berg to approve Ordinance 2019-05 – Storage Containers. All members present voted aye.

Motion by Parks, second by Benson to approve Ordinance 2019-06-Right of Way Maintenance. All members present voted aye.

Motion by Berg, second by Cropley to approve Ordinance 2019-07 Animal Code Language Update. All members present voted aye.

Motion by Cropley, second by Parks to table Ordinance 2019-08 – Sidewalk Construction until the first meeting in October. All members present voted aye.

Community Input:

1. Carpenter said someone asked why the North Sioux City sign by the interstate is not lit. Rusty Montagne said he would look into it.
2. Carpenter also asked if the City got the register done for the SWWC Coop. Finance Officer Hamm stated that the cost would be \$50.00 a year.
3. Cropley had a question of hearings. Cherry said that Planning and Zoning can set their own hearing times.
4. Carpenter asks if the entry way by the Gatewood Apartments is their responsibility or the cities. She said there is a pretty big hole there. Montagne said he believes it is their property.
5. Cherry stated Senator Rounds Field Hearing would be August 28th at 3pm.
6. Cherry stated the Tri-State Governor’s Conference would be October 21st from 12pm-3pm at the Holiday Inn Express in the Dakota Dunes.
7. Cherry stated the Pasha would be contacting council members to setup budget meetings for the week of August 26th.
8. Cherry stated the Chamber Annual Meeting would be September 17th from 6pm-8:30pm at the Orpheum Theatre
9. Mayor Fredericksen said that Greg Meyer is retiring and would like to know how the city will replace what he currently does for the city.

Motion by Parks, second by Benson to move into executive session for contractual items at 8:07pm. All members present vote aye.

Regular session resumed at 8:53pm.

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

AFLAC	1043.07	AUG2019 PREM (3)
BENEFIT ADMNSTRN SELF EM	102.00	2019 HRA FEE
BIERSCHBACH EQPMNT & SUP	7989.00	DIESEL PUMP
BIG SIOUX TOWNSHIP	5059.84	SHARED EXP-WATERS RD
C. W. SUTER SVCS	330.75	CH-REPAIRS
CITY OF SIOUX CITY IOWA	455515.21	3QTR2019 WOODBURY CTY COMM CTR
CITY OF SIOUX CITY	39119.76	JUL2019 SWR CHGS USAGE 18111
CRARY, HUFF, INKSTER, SHEEHAN	5452.50	JUL2019 LEGAL FEES
DAKOTA DUNES/NSC TIMES	268.84	JUL2019 PUBLISHING FEES
DEMCO, INC	77.14	LIB SUPPLIES
SECURUS INSRC GROUP	1626.00	HRC DIR & OFFICER'S INSRNC
THOMPSON INNOVATION	211.00	CH-ALARM MNTRNG AGREEMENT
FRGSN WTRWRKS	1675.77	WTR MTR (2), CABLE

GILL HAULING	12714.73	RSDNTL WST
HAMM, MIKE	122.35	EXP REIMB-TRNG IN YANKTON, CELL REIMB
HAWKINS, INC	1696.20	CHLORINE (9)
HENKINSCHULTZ	1300.00	ADVRTSNG
HERITAGE FLAG	794.00	FLAGS (12)
HYDRAULIC SALES & SVC	115.84	WTHR FLUID, WIRE HOSE (2)
INGRAM LIB SVCS	1349.58	BOOKS (140)
JACK'S UNFRMS & EQU	1090.00	CLTHNG ALLOWNC-NEW OFFICER
JEFF'S LAWN CARE, INC.	1773.00	WEED CNTRL
NEXTAR BROADCASTING, INC	858.00	ADVERTISING 7/8-8/4
KTIV	947.50	ADVERTISING 7/8-7/19
LOCAL NO. 749	161.00	AUG2019 DUES
LONG LINES	891.11	PHN & INT CHGS
LYLE SIGNS INC	903.91	FLYNN SIGNS (34)
LYLES GARAGE DOOR SVC INC	48.96	PD-REMOTE
MERCY BUSINESS HEALTH SVCS	53.33	AUG2019 EAP
MES CO	1114.60	UNIT 4-SINGLE CELL
MIDAMERICAN ENERGY	12138.62	UTILITY CHGS
MIDWEST TAPE	194.88	DVD'S (8)
MIDWEST TURF & IRRIGATION	155.86	LATCH (2)
MJ MINOR UTLTY CNTRCTR	5419.53	JET OUT-CULVERTS (2)
NORTHROP CNSTRCTN	5155.00	LIB-INSTALL SHLVNG
O'REILLY	83.81	OIL FLTR (2)-TIGER MWR
OFFICE SYSTEMS CO	164.96	COPY & LEASE EXP
PACE, TERRI	125.16	EXP REIMB-TRNG IN MITCHELL
PARKS, DAN	128.10	EXP REIMB-3/21 SDML MTG , 6/18 SECOG FAIR
QLFD PRESORT SVC, LLC	748.58	PSTG UTLTY BILLS
RIVER VALLEY, LLP	97544.64	APR-JUNE Q22019 TIF PYMT
SD ASSOC OF RURAL WATER SYS	750.00	ANNUAL DUES
SD MUNICIPAL LEAGUE	695.00	SDML CONF FEES
SD ONE CALL	60.48	JUL2019 LOCATES (54)
SOUTH EAST CNCL OF GOV	7500.00	GRANT 05-79-05890
SIOUX CITY JOURNAL	155.00	JUL2019 ADVRTSNG
SIOUXLAND HUMANE SCTY	111.00	AUG2019 SERVICES
STABERS MEAT INC	490.00	2019 NTL NIGHT OUT-BURGERS/
VANDER POL EXCAVATING, LLC	30196.53	S DERBY RCNSTRCTN PROJ
WELLMARK BLUE CROSS	16874.82	SEP2019 INSUR PREM

Motion to adjourn by Parks second by Green at 8:53pm. 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: 9.03.2019
Re: Ordinance 2019-05 Storage Containers 2nd Reading

Background: Currently, there is no rule regarding the placement of large containers used for the shipping of freight or for personal storage. As such, these containers may be allowed to sit unused, or be used beyond their intended purpose, for an indefinite period of time. Ordinance 2019-05 would be a new addition to the City's code of ordinances.

Ordinance 2019-05 would require persons or businesses in Residential and Central Business Districts to seek City approval before placing a large container and limiting the amount of time each can be placed. This would help protect the aesthetics of the City's Residential and Central Business Districts as well as prevent any nuisances from forming as a result of the container's prolonged placement.

Failure to seek or renew a permit could result in a fine and possible removal of the container. A grace period is given for containers in Residential districts to give leeway to individuals moving into and out of the City.

Council approved the 1st reading of the ordinance on 8.19.2019

Financial Consideration: Cost of publication and any revenue from permits and fines.

Recommendation: Administration would recommend the approval of the 2nd reading or Ordinance 2019-05 adding the regulation of storage containers.

PROPOSED ORDINANCE 2019-05

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 5 BUSINESS LICENCES AND REGULATIONS BY ADDING CHAPTER 5.40 STORAGE CONTAINERS TO PROHIBIT THE PERMANENT PLACEMENT AND REGULATE THE TEMPORARY PLACEMENT OF SHIPPING AND PERSONAL STORAGE CONTAINERS AND TO OUTLINE THE PERMIT PROCESS FOR THEIR TEMPORARY USE.

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 5.40 be added as set forth below.

**Chapter 5.40
Storage Containers**

Sections:

5.40.10 Definitions

5.40.20 Permit Required

5.40.30 Restrictions in Residential (R) Districts

5.40.40 Restrictions in Central Business (CB) Districts

5.40.50 Permit Renewal

5.40.60 Enforcement

5.40.70 Violations – Penalty

5.40.80 Impoundment

5.40.10 Definitions

“Shipping containers” refer to storage containers designed for the storing and moving of freight and cargo.

“Personal storage containers” or “personal containers” refer to large storage containers designed for the storage and movement of personal property.

5.40.20 Permit required

The permanent placement of personal storage or shipping containers is banned for all residential (R) zoning districts and the central business (CB) districts within the city. Temporary placement in the R and CB zoning districts is allowed if a permit is received, for each container, from the city.

5.40.30 Restrictions in Residential (R) Districts

The placing of personal storage containers and/or shipping containers, for the sole purpose of packing, loading, and/or unloading, is permitted for up to five (5) calendar days within residential (R) zoning districts. A permit is required to leave a container placed on the residential property after a consecutive five (5) day period. The permit will be good for ten (10) calendar days. If a permitted personal or shipping container is left dormant after the ten (10) day timeframe, it will be a violation of this ordinance. The cost to apply for a permit will be five dollars (\$5).

5.40.40 Restrictions in Central Business (CB) Districts

The placement of personal storage and/or shipping containers without a permit in the central business (CB) zoning district is prohibited. Before a person or entity within the CB district may place personal storage and/or shipping containers they must receive a permit from the city. The duration and cost of the permit will be the same as described in 5.40.30 above.

5.40.50 Permit Renewal

Individual permits may not be extended but the applicant may reapply for an additional permit upon or immediately before the expiration of the currently issued permit. Each container may be permitted up to a total of three (3) times, once initially and with two ten (10) day extensions, for a total of thirty (30) calendar days. Each application will be assessed the five dollar (\$5) permit fee. The issuance of the initial permit and any subsequent permits will be at the sole discretion of the City.

5.40.60 Enforcement

It shall be the duty of any law enforcement officer or employee of the City to ensure all temporarily placed personal or shipping containers have received the necessary permit prior to placement in CB districts or by the end of the five (5) day grace period in R districts. Containers found out of compliance with this ordinance shall be given a reasonable time to be brought into compliance. Failure to do so in a timely manner or a refusal to cooperate will constitute a violation of this ordinance.

5.40.70 Violations - Penalty

Any person or entity found in violation of this ordinance shall be punished by a fine not to exceed five hundred dollars (\$500) and every subsequent day such a violation continues shall constitute a separate offense.

5.40.80 Impoundment

If any person or entity refuses to comply and continues to be in violation of this ordinance, the City may remove the container from the premises. Within forty-eight (48) hours of removal, the City will notify the owner of the container, if known, and the owner or occupant of the property from which the container was removed. The notice shall give the location of where the container is stored and the cost incurred by the City for removal to be paid by the violator.

The owner or renter of any seized container may redeem such container, and the property stored within, any time after its removal upon proof of ownership or renter status and payment to the impoundment lot operator for any fees and expenses associated with the removal and storage.

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: 9.03.2019
Re: Ordinance 2019-06 Right-of-Way Maintenance

Background: Ordinance 2019-06 clarifies some questions the City has received about who is responsible for the maintenance of the right-of-way property. The ordinance does not convey the ownership of the right-of-way rights to the property owner, but the right-of-way does show on property owners plats. The ordinance, as presented, would clear up any misunderstandings about the responsibility of the property owner to maintain the right-of-way. Failure of property owners to maintain the right-of-way could result in a fine.

This is a new ordinance that would be added to Chapter 8 of City Ordinances

Council approved the 1st reading of the ordinance on 8.19.2019

Financial Consideration: Cost of Publication and possible revenue from fines

Recommendation: Administration would recommend the approval of Ordinance 2019-06 2nd reading on the maintenance of right-of-ways.

PROPOSED ORDINANCE 2019-06

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 8 HEALTH AND SAFETY CHAPTER 8.08 NUISANCES BY ADDING A NEW SECTION, 8.08.45, WHICH REQUIRES PROPERTY OWNERS TO MAINTAIN THE RIGHT OF WAYS ABUTTING THEIR PROPERTY.

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 be amended as set forth below.

8.08.45 Maintenance of Right-of-Ways

A. The maintenance of property located within a right-of-way shall be the responsibility of the property owner which is adjacent to and abuts the right-of-way. Maintenance includes, but is not limited to, the removal of dead, dangerous, and/or noxious vegetation, keeping the grass cut below the seven inch (7”) requirement, and keeping the property free from any and all nuisances listed within this chapter.

B. Notice will be given to the property owner when a violation is discovered within the abutting right-of-way. Once notice is provided, the owner will have five (5) days to bring the property into compliance. If the owner fails or refuses to comply, the City is authorized to bring the property in the right-of-way into compliance and bill the owner of the adjacent property to recover the cost. Failure to pay the bill within thirty (30) days may result in an assessment on the owner’s property to collect the money owed to the City. In lieu of special assessment, the City may institute civil action against the owner to recover the cost.

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: 9.03.2019
Re: 2019-07 Animal Control Language Update 2nd Reading

Background: While working through the previous animal ordinance Administration noticed some inconsistencies in the current code of Ordinances regarding animals regulations. The use of “Pound Master” is not what the City currently uses and the language has been changed to “Animal Control”. Updates were done to when licensing of animals must occur as well as more information needed on vaccinations. Language was cleaned up to reflect current procedures.

Council approved the 1st reading of the ordinance on 8.19.2019

Financial Consideration: Cost of Publication

Recommendation: Administration would recommend the approval of the second reading of Ordinance 2019-07

PROPOSED ORDINANCE 2019-07

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 6 ANIMALS BY ADDING ADDITIONAL LANGUAGE ON FEES, LICENSING, AND DESTRUCTION, TO ALTER CURRENT LANGUAGE BY REMOVING MENTION OF FINANCE OFFICER, ANIMAL CONTROL OFFICER, POUND MASTER AND DESIGNEES BY REPLACING IT WITH ANIMAL CONTROL AND THE ANIMAL CONTROL OFFICE AND TO ADD LANGUAGE THAT MAKES LEAVING ANIMALS IN HAZARDOUS PLACES CONSIDERED NEGLECT.

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 6 be amended as set forth below.

6.04.020 Animal Control Office created.

There is created the office of animal control of North Sioux City, South Dakota the duties of which shall be to carry out the provisions of the animal control ordinances of the city. The duties of the animal control office, as defined herein, shall be assumed and performed by the duly authorized designee of the mayor or the mayor's authorized representative

6.08.010 License issuance and fee collection--Office designated.

A. The animal control office is designated as the official agent of the city for the purpose of issuing city dog and cat licenses and collecting fees therefore pursuant to the provisions of this title.

B. The animal control office shall have authority to enter into agreements with other governmental agencies, a corporation, or an individual as a collection agent, for the efficient collection of license fees and the issuance of city dog and cat licenses.

6.08.020 Licenses.

A. Every owner of a domestic pet as listed in section 6.12.050 shall procure a city animal license for each calendar year from the animal control office before the first day of February of the calendar year for which the license is in effect.

B. An animal license is required for every domestic pet over six months of age or a dog or cat under six months of age that is no longer with its dam.

C. All licenses, regardless of date of issue, shall expire on December 31st of the year the license was in effect or upon the expiration of the rabies vaccination, as shown on the furnished certificate of vaccination, whichever date occurs first. Should a new rabies certificate of vaccination be provided, the license will then be valid until December 31st.

D. The annual license fee shall be five dollars for each neutered animal and ten dollars (\$10.00) for each unneutered animal.

E. At the time of making application for the city license, the owner shall furnish to the animal control office a veterinarian's certificate showing that the animal for which the license is sought has been vaccinated and that such vaccination has not expired. In order to take advantage of the lower rate for neutered animals, the owner shall, at the time application is made for an animal license, present a certificate of neutering, signed by a veterinarian, containing a description of the animal, its call name, and a date of neutering if known. Such certificates may be used in subsequent annual license applications. Upon payment of the license fee set forth above, the animal control office shall issue to the owner a license which shall contain the name of the owner, his or her place of residence, and a description of the animal. The animal control office shall keep a duplicate of each license issued as a public record.

Upon issuance of the license, the animal control office, shall deliver or mail to the owner a metal tag, or leg ring, stamped with the number of the license and the year for which it is issued

6.08.040 Display of tag.

The tag issued by animal control pursuant to Section 6.08.020 may be attached by the owner to a substantial collar during the term of the license, and it must be displayed to the animal control office and its designees upon demand. Dogs in fenced kennels, fenced exercise yards, on pickets, in buildings, automobiles, or under effective control for exercise, work or training will not be required to wear tags or collars, or leashes, if the stated conditions of training, work or exercise are incompatible with the wearing of such articles. Upon the expiration of the license, the owner shall remove the tag from the dog or cat.

6.08.060 Duplicate tag.

Upon the filing of an affidavit that the license has been lost or destroyed, the owner may obtain another tag upon payment of two dollars to the finance officer or his or her assistants. The animal control office shall enter in the license record the new number assigned.

6.08.080 Violations--Penalties.

Any person who violates any of the provisions of Sections 6.08.020, 6.08.040, 6.08.050 or 6.08.070 shall be subject to a fine not to exceed Twenty-five Dollars (\$25.00) for the first violation and Fifty Dollars (\$50.00) for each subsequent violation occurring within three hundred sixty-five (365) days of the first violation. For all violations there will be a court cost added to the ticket of an amount as may be established by the Unified Judicial System.

6.12.020 Impoundment and ticketing.

A. A domestic animal, as defined by Section 6.12.150, found at large shall be seized and impounded with the Siouxland Humane Society in Sioux City, Iowa; or, at the discretion of the animal control office the owner may be served a citation and/or complaint to appear before the magistrate court to answer charges made thereunder.

B. When a non-domestic animal found at large is trapped the animal control office, shall find a suitable location for the animal outside of the City Limits with the express permission of a property owner outside of the City Limits. In the event a suitable location is not able to be found for the non-domestic animal the animal control office, shall dispose of the non-domestic animal as allowed for by South Dakota Codified Law.

C. If the owner of an impounded domestic animal can be identified, the owner shall be notified by the animal control office within two days that, upon payment of impounding fees, plus cost of food and care, the animal will be returned.

D. An impounded, unlicensed animal or an animal with no identification may be redeemed to the owner thereof upon:

1. Proof of ownership;
2. Payment of the board-and-keep fee, impoundment fee, and any other related costs incurred by the city; and
3. Presentation of the city license for the current year, if required by law, or by purchasing such license which shall not be issued until proof of a current rabies vaccination is presented. (Prior code § 4.0812) (Amended June, 2014)

6.12.030 Disposition of impounded animals.

A. After the expiration of the applicable impoundment period of quarantine, except as otherwise provided, an unredeemed animal, whether licensed or unlicensed, may, at the discretion of the animal control office or the Siouxland Humane Society, be disposed of in the following manner:

1. Be humanely destroyed; or
2. Upon the payment of an adoption fee, be adopted to a person other than the animal's owner.

B. Any animal which appears to be suffering from rabies or infected with disease, or which is mortally injured, or which in the opinion of the administrative authority is vicious, shall not be adopted, or released, but shall be immediately destroyed in a humane manner. If the animal appears to have suffered from rabies or infected with a disease, the body of the animal shall be subject to autopsy and disposal by local or state health officials.

6.12.050 Injured animals at large.

A. In the event that an injured animal, licensed pursuant to the ordinances of North Sioux City, is found at large, the animal control office may cause the animal to be darted, if necessary, and may take the animal into custody. Upon taking an injured animal into custody, the animal control office shall notify the animal's owner of its location and condition. Upon being so notified, the owner of such animal shall either immediately take custody of such animal or cause the animal to be transported to a veterinarian.

B. In the event the injured animal is unlicensed, or in the event that animal control is unable to determine the ownership of the animal, or is unable to contact the owner, or should the owner refuse to either take custody of such injured animal or cause it to be transported to a veterinarian, the animal control office or designee shall transport such animal to the nearest available veterinarian for treatment.

C. If an injured animal at large cannot be darted and it displays vicious tendencies which would make its capture by any other means unduly hazardous, the animal control office may cause the immediate destruction of such animal.

D. In the event that an animal is found at large so seriously injured as to make its recovery improbable or unlikely, the animal control office may, bring the animal to the Siouxland Humane Society for destruction, or shall dispose of the animal as allowed for by South Dakota Codified Law.

E. In the event that animal control office transport an injured animal to the nearest available veterinarian pursuant to the foregoing, he or she shall thereupon offer to give custody of the animal to the veterinarian for treatment at the veterinarian's cost.

In the event that the veterinarian refuses to take custody of such animal, or advises that it would be humane to destroy it, the animal control office shall immediately take the animal to the Siouxland Humane Society for destruction in a humane manner in the interests of humane treatment.

6.12.060 Keeping of dangerous animals prohibited.

A. No persons shall keep, shelter or harbor for any purpose within the city a dangerous animal, as defined in Section 6.04.010.

B. Any person violating this section shall be subject to a fine in the sum of Five Hundred Dollars (\$500.00) for each violation thereof. Each day in which a dangerous animal is kept within the city limits of the city shall constitute a separate violation.

Hearing procedures.

(a) If the animal control office determines there is probable cause to believe that an animal is dangerous, the animal control office shall hold a public hearing to determine whether grounds exist to designate the animal dangerous, and if so, what orders and penalties should apply. If the owner or keeper of the animal does not dispute the charges alleged, he or she may waive the right to a hearing.

(b) At least five business days prior to the hearing, the animal control office shall serve the owner or keeper of the animal with a notice containing a statement of the charges, and the date, time and place of hearing. Service shall be by certified mail with signed receipt requested, first-class mail or personal service.

(c) Evidence received at the hearing must be relevant and of such nature as responsible persons are accustomed to rely on in the conduct of serious affairs. Written statements by a city officer or employee, an officer or employee of the state, or an officer or employee of any law enforcement or fire protection agency acting in the course and scope of their official duties or employment, written records of the animal services department, and statements under penalty of perjury may be accepted as evidence that the fact(s) or condition(s) expressed therein do or do not exist.

(d) The animal control office will consider the following factors in determining whether an animal is dangerous:

(1) Whether any injury or damage to a person by the animal was caused or contributed to by the actions of that person, including acts of physical abuse, tormenting, teasing, or assaulting the animal;

(2) Whether a person injured or damaged by the animal was committing a trespass or other tort upon premises occupied by the owner or keeper of the animal, or was committing or attempting to commit a crime;

(3) Whether any injury or damage to a domestic animal was caused or contributed to by the actions of the domestic animal, including acts of teasing, tormenting, abusing, or attacking the animal;

(4) Whether a person injured or damaged by the animal had gained uninvited and unauthorized entry onto fenced or indoor property of the animal's owner or keeper. As used in this section, "unauthorized entry" does not include entry into a fenced residential front yard unless the yard is locked or posted to prohibit entry;

(5) Whether any injury or damage to a person by the animal was caused while the animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault.

Findings after hearing.

After notice and hearing upon charges following the procedure described above in this Section 6.12.060, the owner or keeper of the animal will be provided with written notice, served by first-class mail, of the determination and order issued by the animal control officer. If a determination is made after hearing that an animal is dangerous, the animal will be designated dangerous and may only be owned, kept or maintained by the current or any subsequent owner or keeper pursuant to Section 6.12.090 of this ordinance.

6.12.090 Regulations of keeping dangerous animals.

A. Every person, firm or corporation owning, keeping, sheltering or harboring a dangerous animal shall report such fact to the North Sioux City animal control office, together with the following information:

1. The species name of each such animal;

2. The number of such animals of each species kept on the premises;

3. A physical description of each such animal, including any pet name to which it might respond;

4. The location of such animal or animals, the location of the cage or place of confinement upon or in the premises

wherein the animal or animals are kept;

5. In the case of poisonous dangerous animals, the location of the nearest source of anti-venom for that species.

B. Every person, firm or corporation keeping, sheltering or harboring a dangerous animal shall at all times keep such animals securely confined within a cage or other enclosure.

C. No person, firm or corporation owning keeping, harboring or sheltering a dangerous animal shall permit or allow such animal to enter upon or traverse any public property, park property, public right-of-way, or the property of another, except when such animal is being transported while caged or confined.

D. In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, such animal may, in the discretion of the animal control office, be destroyed if it cannot be confined or captured, thereby creating a hazard to life or property. The city, its officers and employees shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have the duty to notify the owner of such animal prior to its destruction.

E. Animals from other jurisdictions.

No animal that has previously been determined to be dangerous or vicious after an administrative hearing by any other jurisdiction shall be kept, owned or harbored in the City of North Sioux City

6.12.100 Harboring of strays--Notice to city pound.

Any person who harbors any animal found astray within the city limits shall, within twenty-four (24) hours, notify the animal control office.

6.12.190 Impoundment--Notice.

Any such animal or animals found in the city in violation of any of the provisions of Sections 6.12.160 through 6.12.180 shall be impounded by any police officer or other person appointed by the governing body of the city as its agent and employee for that purpose. The animal control office, shall within twenty-four (24) hours following the impounding of such animal or animals notify the owner of the animal(s) having been impounded as to its location. If the owner of the animal(s) is unknown, such officer shall post written notices in the city hall and the post office in the city describing the animal(s) and stating a time and place when and where the animal(s) was apprehended and the place where it is being kept and how the same may be recovered by the owner.

Exception.

Nothing in this chapter shall limit the right of any person or officer to take any proceedings against a or dangerous animal or its owner or keeper that are otherwise permitted or provided by law, and nothing in this chapter shall be construed to limit the access of any person in violation of state or federal laws.

6.13.020 Determination

The determination of an "irresponsible animal owner" shall be in accordance with the following procedures:

- A. The animal control office, upon being satisfied that an owner is an irresponsible animal owner, shall cause to be served upon the owner a written notice of said determination.
- B. The written notice shall contain:
 - 1. A finding that the owner is an irresponsible animal owner.
 - 2. A description of the acts relied upon in determining the owner is an irresponsible animal owner.
 - 3. A copy of the appropriate municipal code.
 - 4. A statement advising the owner of the right to request a hearing.
- C. Notice. Notice shall be by personal service or by certified mail to the owner.
- D. Request for hearing and appeal. Any owner advised that the owner is declared an irresponsible animal owner may have, upon request, a hearing with the officials making said determination as to whether the owner is an irresponsible animal owner. A request for a hearing must be made in writing and delivered to the office of the city manager or the city manager's designee within the time stated in the notice or it will be conclusively presumed that the owner is an irresponsible animal owner.

A member of designee of the animal control officewill act as hearing officer. At the conclusion of the hearing or within three days thereafter, the hearing officer shall render a written decision as to whether the owner is an irresponsible animal owner. An appeal from this decision may be had by filing a written notice with the hearing officer. This appeal will be heard before the city council at a time and place fixed by the council. The findings of the council shall be conclusive.

6.13.040 Impound

The animal control office shall cause the animal to be impounded with the Siouxland Humane Society in Sioux City, Iowa if an owner has been declared an irresponsible animal owner and is found to have an animal within the city.

6.16.020 Neglect of animals.

A person who impounds or confines, in any place, a domestic animal or fowl, or a dog or a cat, and fails to supply that animal during confinement with a sufficient quantity of food and/or water, or who fails to provide that animal with adequate shelter, or who deprives the animal of the necessary sustenance, or who leaves the animal unattended in a hazardous location commits the offense of neglect of animals.

6.16.040 Sanitation of premises.

All structures, pens, coops or yards wherein animals are kept or housed shall be regularly and thoroughly cleaned, and all debris, refuse, manure or other offensive materials removed as often as is necessary to maintain such premises in a clean and sanitary condition at all times, devoid of vermin and free from offensive odors. The animal control office may inspect, or cause to be inspected, any structure or premises, and issue any such order as may be necessary to enforce the provisions of this section, and any other relevant or pertinent rule, regulation or ordinance

6.16.060 Striking an animal with a motor vehicle.

The operator of any motor vehicle which strikes a domestic animal shall stop at once and render such assistance as may be possible, and shall immediately report such injury or death to the animal’s owner. In the event the owner cannot be ascertained and located, such operator shall at once report the accident to the animal control office or to the police department.

6.16.090 Neglected animals.

A. A person may take charge of an animal when the owner fails to properly take care and provide for it, and may furnish the animals with proper care, either on the person’s own premises or on the premises of the owner. The person has a lien on the animal for the care, and the reasonable value of the care may be collected by the person from the owner.

B. An officer of a society for the prevention of cruelty to animals, may humanely destroy a disabled animal that is neglected or astray.

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: 9.3.2019
Re: Ordinance 2019-08 – Supplemental Budget #1

Background: There a number of funds the administration feels should be moved.

During the Westshore Construction project funds were appropriated for transfer equally from the general, water, and sewer funds. A construction level account was created for the Westshore project as the 519 account. The funds were transferred in large sums and not as expenses were made into the fund. Because of this the Westshore Fund 519 has a remaining balance of \$981,274.24. These funds should be reallocated to go toward improvements they originally came from. The supplemental budget address this by allocated these funds equally to the newly created construction level 500 accounts for a future sewer project and a future Streeter Drive project as well as long term water project fund created in FY2019. The supplemental budget equally distributes the Westshore funds to these new funds in the amount of \$327,091.61 each.

The supplemental also addresses the issue of the generators project. In FY2019 the sewer fund had allocated \$250,000 for two lift station generators. Due to timing the project for this will not be completed until FY2020. The transfer made would go toward a new 500 level construction account that will allow for the funds to be spent over the course of 2 years instead of the currently budgeted 1 year.

Financial Consideration: Transfers of \$1,231,274.84

Recommendation: Administration would recommend the approval of the 1st reading of Ordinance 2019-08 the Supplemental Budget #1.

ORDINANCE NO. 2019-08
Supplemental Appropriations Ordinance

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

	CAPITAL PROJECTS 519	WATER UPGRADES 521	SEWER UPGRADES 525	STREETER DRIVE 526	SEWER FUND 604
Operating Transfers Out	\$ 981,274.84				\$ 250,000.00
Operating Transfers Out					
TOTAL APPROPRIATIONS	\$ 981,274.84	\$ -	\$ -	\$ -	\$ 250,000.00
SOURCE OF FUNDING					
Operating Transfers In		\$ 327,091.62			
Operating Transfers In			327,091.61		
Operating Transfers In				\$ 327,091.61	
Operating Transfers In					\$ 250,000.00
TOTAL FUNDING	\$ -	\$ 327,091.62	\$ 327,091.61	\$ 327,091.61	\$ 250,000.00

Dated this 16th day of September 2019

Attested:

Randy Fredericksen, Mayor

Mike Hamm, Finance Officer

First Reading: 9/3/2019
Second Reading: 9/16/2019
Publication Date: 9/26/2019



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: 9.3.2019
Re: Ordinance 2019-09 – Fiscal Year 2020 Budget

Background: Ordinance is for the full FY2020 budget. Please refer to your budget binders for additional information

Financial Consideration:

Recommendation: Administration would recommend the approval of Ordinance 2019-09 1st reading.

ORDINANCE NO. 2019-09
2020 Appropriation Ordinance Budget

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

PART I	SPECIAL REVENUE FUNDS				CAPITAL PROJECT FUNDS				
	GENERAL 101	THIRD PENNY 211	SECOND PENNY 212	911 EMERGENCY 214	WATER 521	GENERATORS 524	SEWER UPGRADES 525	STREETER DR 526	LEVY REPAIRS 527
GOVERNMENTAL FUNDS									
GENERAL GOVERNMENT									
4111 Council/Mayor	195,850.00								
4122 City Administration	157,370.00								
4130 Elections	1,350.00								
4140 Financial Admin	208,320.00								
4192 General Govt Bldg	83,800.00								
TOTAL GENERAL	646,690.00								
PUBLIC SAFETY									
4210 Police	887,150.00			76,000.00					
4290 Civil Defense	3,600.00								
TOTAL PUBLIC SAFETY	890,750.00			76,000.00					
PUBLIC WORKS									
4310 Streets	368,945.00								
4318 Dike	20,000.00								
4330 Improvements					150,000.00	600,000.00	250,000.00	1,828,000.00	580,000.00
4370 Cemetery	9,750.00								
TOTAL PUBLIC WORKS	398,695.00				150,000.00	600,000.00	250,000.00	1,828,000.00	580,000.00
HEALTH AND WELFARE									
4413 West Nile	7,500.00								
TOTAL HEALTH AND WELFARE	7,500.00								
CULTURE AND RECREATION									
4511 NSC/DV Rec Complex	33,100.00								
4514 Senior Citizen Center	34,300.00								
4520 Parks	156,700.00								
4550 Library	238,945.00								
TOTAL CULTURE AND RECREATION	463,045.00								
CONSERVATION AND DEVELOPMENT									
4630 Housing & Redevelopment	1,300.00								
4650 Economic Development		104,500.00	175,000.00						
4652 Planning Comm	48,550.00								
4660 Economic Opportunity	70,900.00	30,000.00	-						
TOTAL CONSERVATION AND DEVELOPMENT	120,750.00	134,500.00	175,000.00						
OTHER FINANCING USES									
5110 Transfer Out	748,000.00		750,000.00						
TOTAL CONSERVATION AND DEVELOPMENT	748,000.00		750,000.00						
TOTAL APPROPRIATION BY FUND	3,275,430.00	134,500.00	925,000.00	76,000.00	150,000.00	600,000.00	250,000.00	1,828,000.00	580,000.00

PART II
The following designates the fund or funds that money derived from the following sources is applied to.

PART II	SPECIAL FUNDS				CAPITAL PROJECT FUNDS				
	GENERAL 101	THIRD PENNY 211	SECOND PENNY 212	911 EMERGENCY 214	WATER 521	GENERATORS 524	SEWER UPGRADES 525	STREETER DR 526	LEVY REPAIRS 527
GOVERNMENTAL FUNDS									
Unassigned Fund Balance Cash Applied	336,230.00		385,500.00						
3100 Taxes	2,560,500.00	134,000.00	535,000.00	39,000.00					
3200 Licenses and Permits	86,800.00								
3300 Intergovernmental Revenue	159,000.00								
3400 Charges for Goods and Services	42,100.00								
3500 Fines and Forfeits	18,300.00								
3600 Miscellaneous Revenue	67,500.00	500.00	4,500.00						
3900 Other Sources	5,000.00			37,000.00					
Subtotal	3,275,430.00	134,500.00	925,000.00	76,000.00					
Operating Transfers In	-	-	-	-	450,000.00	350,000.00	210,000.00	850,000.00	580,000.00
TOTAL MEANS OF FINANCES	3,275,430.00	134,500.00	925,000.00	76,000.00	450,000.00	350,000.00	210,000.00	850,000.00	580,000.00

PART II The following designates the fund or funds that money derived from the following sources is applied to.

	ENTERPRISE FUNDS		
	WATER 602	SEWER 604	SOLID WASTE 612
PROPRIETARY AND FIDUCIARY FUNDS			
Beginning Unrestricted Cash			
Estimated Revenue	902,500.00	1,193,500.00	150,600.00
Transfer in from General Fund			31,000.00
Transfer in from Special Revenue Fund			
TOTAL AVAILABLE	902,500.00	1,193,500.00	181,600.00
Less Appropriations	442,550.00	1,225,600.00	180,920.00
Less Transfer Out to General Fund			
Less Transfer Out to Capital Project Fund	450,000.00	560,000.00	
Less Depreciation Reserve (SDCL 9-21-12)			
Net position to be retained	<u>9,950.00</u>	<u>(592,100.00)</u>	<u>680.00</u>

PART III The following is a summary of those funds.

	DEBT SERVICE FUNDS		
	AMOUNT AUTHORIZED	EXPENDED TO DATE	UNEXPENDED AUTHORIZATION
DEBT SERVICE FUNDS			
Fund 218 - River Valley District #2 TIF	213,000.00		213,000.00
Fund 310 - Wildflower Bend #3 TIF	26,000.00		38,279.00
TOTALS	239,000.00		251,279.00

PART IV

The finance officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor.
\$ 499,000.00

Dated this 16th day of September 2019.

Attested: Randy Fredericksen, Mayor

Mike Hamm, Finance Officer

First Reading: September 3, 2019
Second Reading: September 16, 2019
Publication Date: September 26, 2019



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: 9.3.2019
Re: Water Supply Improvement Contract - JEO

Background: The City has undergone a water study previously and the contract provided would give the City additional details that were stated in the current study that would need to be studied further. Also, the contract provided would give take the City through the end of a construction project to provide a new water tower to the City. The City needs to be prepared for future growth in both the residential and commercial sectors of water use.

At this time the administration is assuming that a new 750,000 gallon water tower will need to be constructed. Minimal pipe work will have to happen as well. Due to the location of the existing tower we believe optimal placement would be to locate a new tower in the Flynn Business Park on approximately 1.5 acres of ground. NSCEDC has been made aware of this and they will save a portion of ground for the City's use in the future.

The contract is for a cost of \$346,000 and would complete the water study, provide a rate analysis, provide all processes through the SD DENR with the assistance of SECOG, provide all survey and design work, and provide the construction administration on the project.

This project would be required to happen for the city to continue to provide growth to the community. A second reason to move forward with this and final construction of a tower would be that it would allow us to do needed maintenance on the existing tower in the future. The current tower needs to be painted and without more capacity in the system staff does not feel comfortable draining the current tower at this time. The process to seal the interior of the current tower would take between 6 and 8 weeks for the curing process to finish.

Financial Consideration: \$346,000 in funds to be drawn out of the 521-construction account

Recommendation: Administration would recommend approval of the contract for services with Stockwell Engineering for the Water Supply Improvements.



AGREEMENT FOR PROFESSIONAL SERVICES

Project: Water Supply Improvements

Stockwell Project No.: 19273

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 15th day of August, 2019, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF NORTH SIOUX CITY**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of North Sioux City

Address: 504 River Drive | North Sioux City, SD 57049

Phone No. (605) 232-4276

Fax No. (605) 232-0506

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated August 15, 2019. In general, the Project consists of updating the previously prepared Preliminary Report for Water Supply Improvements and provide survey, design, bidding and construction administration services for a new water tower in the Flynn Business Park.

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

Basic Compensation: \$346,000.00 excluding sales tax

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services, Schedule of Billing Rates and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

STOCKWELL ENGINEERS, INC.

Signed: _____

Signed: _____

Name (printed): _____

Name (printed): Jon Brown, P.E.

Title: _____

Title: President

Date: _____

Date: _____

Proposal for Professional Services

City of North Sioux City
Water Supply Improvements



August 15, 2019

Mr. Ted Cherry
City of North Sioux City
504 River Drive
North Sioux City, SD 57049

BY EMAIL ONLY
Ted.Cherry@NorthSiouxCity-SD.gov

Re: Proposal for Professional Services
Water Supply Improvements

Dear Ted,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Water Supply Improvements (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: Water Supply Improvements

Description: In general, the Project consists of updating the previously prepared Preliminary Report for Water Supply Improvements and provide survey, design, bidding and construction administration services for a new water tower in the Flynn Business Park. Project limits shall be as identified in the attached illustration.

Scope of Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

Task 1 | Project Initiation

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.

ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING

Proposal for Professional Services

City of North Sioux City
Water Supply Improvements

- 1.2 Review all background information made available to Stockwell by Client.

Task 2 | Preliminary Report Update

- 2.1 Utilize existing Preliminary Report for Water Supply Improvements prepared by Buell, Winter, Mousel and Associates and dated February 2019.
- 2.2 Model proposed improvements utilizing software to compare against existing system and recommendations for future pipe network and sizes. A pressure and fire flow model will be completed.
 - 2.2.1 Identify any restricted areas and make recommendation for looping.
 - 2.2.2 Evaluation of population will not be conducted.
- 2.3 Create a map illustrating existing water main distribution system.
- 2.4 Investigate well capacity, type of treatment and performance of existing water plant and make recommendations for improvements or expansion, if needed.
- 2.5 Review storage capacity requirements and make recommendations for improvements, if needed.
 - 2.5.1 Evaluate rate impact of tower costs for Client consideration.
- 2.6 Prepare preliminary opinion of estimated construction costs of improvements.
- 2.7 Make recommendations for schedule of water capital improvement projects.
- 2.8 Prepare amendment to Preliminary Report in format suitable for submission to funding agency.
- 2.9 Present "Draft" amendment to City Council at meeting.
- 2.10 Submit "Draft" amendment to Department of Environment and Natural Resources (DENR) for review and approval.
- 2.11 Address DENR comments from review.
- 2.12 Provide Final amendment to Client & South Eastern Council of Governments (SECOG) and DENR.

[Deliverables: Preliminary Report Amendment](#)

Water Tower

Task 3 | Survey

- 3.1 Notify affected property owners of pending survey.
- 3.2 Request permission to survey on private property. Where denied, Client shall negotiate and provide Site.
- 3.3 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.
- 3.4 Locate existing boundary markers at the time of the survey.
- 3.5 Establish benchmarks and control points throughout site.
- 3.6 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

Proposal for Professional Services

City of North Sioux City
Water Supply Improvements

survey through existing exterior doorways made available by Client and/or Owner, as necessary.

- 3.7 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.
- 3.8 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

Task 4 | Schematic Design

- 4.1 Assist Client in procuring geotechnical or other exploratory service contracts. Client to contract services separately and provide report to be utilized by Stockwell. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services provided by Client's agents.
- 4.2 Recommend location and extent of exploratory services necessary for the Project.
- 4.3 Propose general layout and alignment of improvements. Improvements to be designed to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 4.4 Investigate impact, if any, of nearby airstrip flight path.
- 4.5 Review preliminary layouts with Client's staff.
- 4.6 Develop preliminary opinion of estimated construction costs for the Project.
- 4.7 Prepare preliminary plan submittal. Preliminary plan to contain information suitable to convey to the Client the following:
 - 4.7.1 General layout of improvements
 - 4.7.2 Preliminary opinion of estimated construction costs.
- 4.8 Submit one electronic pdf copy of the preliminary plan to Client for review.
- 4.9 Submit one electronic pdf copy of the preliminary plan to the following entities for comment.
 - 4.9.1 Private utility companies.
- 4.10 Address comments to review documents and incorporate into final deliverables.
- 4.11 Deliver electronic pdf copies of the finalized preliminary plan to review entities.
- 4.12 Deliver to Client one electronic pdf copy of the finalized preliminary plan.

[Deliverables: Preliminary plan; and cost estimates.](#)

Task 5 | Design Development

- 5.1 Layout and design the project improvements based on Client approved preliminary plan.
- 5.2 Design improvements in coordination with Client's staff.
- 5.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 5.4 Assist Client in procuring geotechnical or other exploratory service contracts. Client to contract services separately and provide report to be included in Stockwell's construction documents. Stockwell is not responsible for any impact on Client's Project caused by

Proposal for Professional Services

City of North Sioux City
Water Supply Improvements

subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services provided by Client's agents.

- 5.5 Design tower, water mains and appurtenances within project limits to Client's standards.
- 5.6 Determine removal limits for the Project site.
- 5.7 Coordinate and conduct meetings with private utility companies.
- 5.8 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.

[Deliverables: Notice of Intent.](#)

Task 6 | Construction Documents

- 6.1 Finalize design.
- 6.2 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.
- 6.3 Perform Internal Quality Assurance Procedures
- 6.4 Submit three copies of construction documents and Stockwell's opinion of probable construction cost to Client for review.
- 6.5 Submit construction documents to the following entities for comment.
 - 6.5.1 SDDENR
 - 6.5.2 Private Utility Companies.
- 6.6 Address comments to review documents and incorporate into final deliverables.
- 6.7 Deliver copies of final construction documents to review entities.
- 6.8 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 7 | Bidding

- 7.1 Provide bidding documents to prospective bidders.
- 7.2 Maintain a list of plan holders.
- 7.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 7.4 Attend the bid opening and administer letting.
- 7.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 7.6 Attend council meeting to present recommendation to Client.

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

Proposal for Professional Services

City of North Sioux City
Water Supply Improvements

Task 8 | Construction Administration

- 8.1 Prepare construction agreement and submit to Contractor for signature.
- 8.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 8.3 Prepare Contractor's notice to proceed.
- 8.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 8.5 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.
- 8.6 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.
- 8.7 Review and make comment on shop drawings or other product submittals from contractor
- 8.8 Mark removal limits of appropriate items.
- 8.9 Document conditions of project site prior to construction beginning by means of video.
- 8.10 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deficiencies observed in the work and deviations from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.
- 8.11 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 8.12 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 8.13 Attend coordination meetings with Contractor, estimated at monthly during construction.
- 8.14 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 8.15 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 8.16 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 8.17 Prepare monthly progress payment request forms for Client and Contractor to execute.
- 8.18 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.
- 8.19 Prepare final change order to reflect as-built quantities and final pay request forms for Client and Contractor to execute.
- 8.20 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.
- 8.21 Survey as-built locations and elevations of utility appurtenances accessible at ground surface.

Proposal for Professional Services

City of North Sioux City
Water Supply Improvements

- 8.22 Prepare and deliver record drawings to Client. Record drawings to convey significant changes to the construction documents. Utility linework shall be redrafted to reflect as-built survey data and field measurements. Design text will not be updated. Pavement sheets shall not be updated except for significant design changes.
- 8.23 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; biweekly progress reports; certificate of completion; punch lists; notice of termination; and record drawings.](#)

Task 9 | Construction Staking

- 9.1 Mark proposed improvements and elevations as shown on the plans.
- 9.2 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.
- Title search of properties.
- Review or filing fees.
- Public meetings.
- Coordination of warranty repairs.

Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be as outlined below excluding sales or excise tax (based on estimated construction cost of \$2,120,000). Stockwell's current Hourly Rate Schedule is attached. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

▪ Tasks 1 thru 2 (lump sum)	\$28,000.00
▪ Tasks 3 thru 7 (lump sum)	\$197,160.00
▪ Tasks 8 thru 9 (hourly not to exceed)	\$120,840.00
▪ Total	\$346,000.00

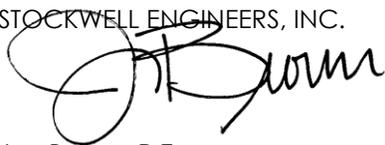
Proposal for Professional Services

City of North Sioux City
Water Supply Improvements

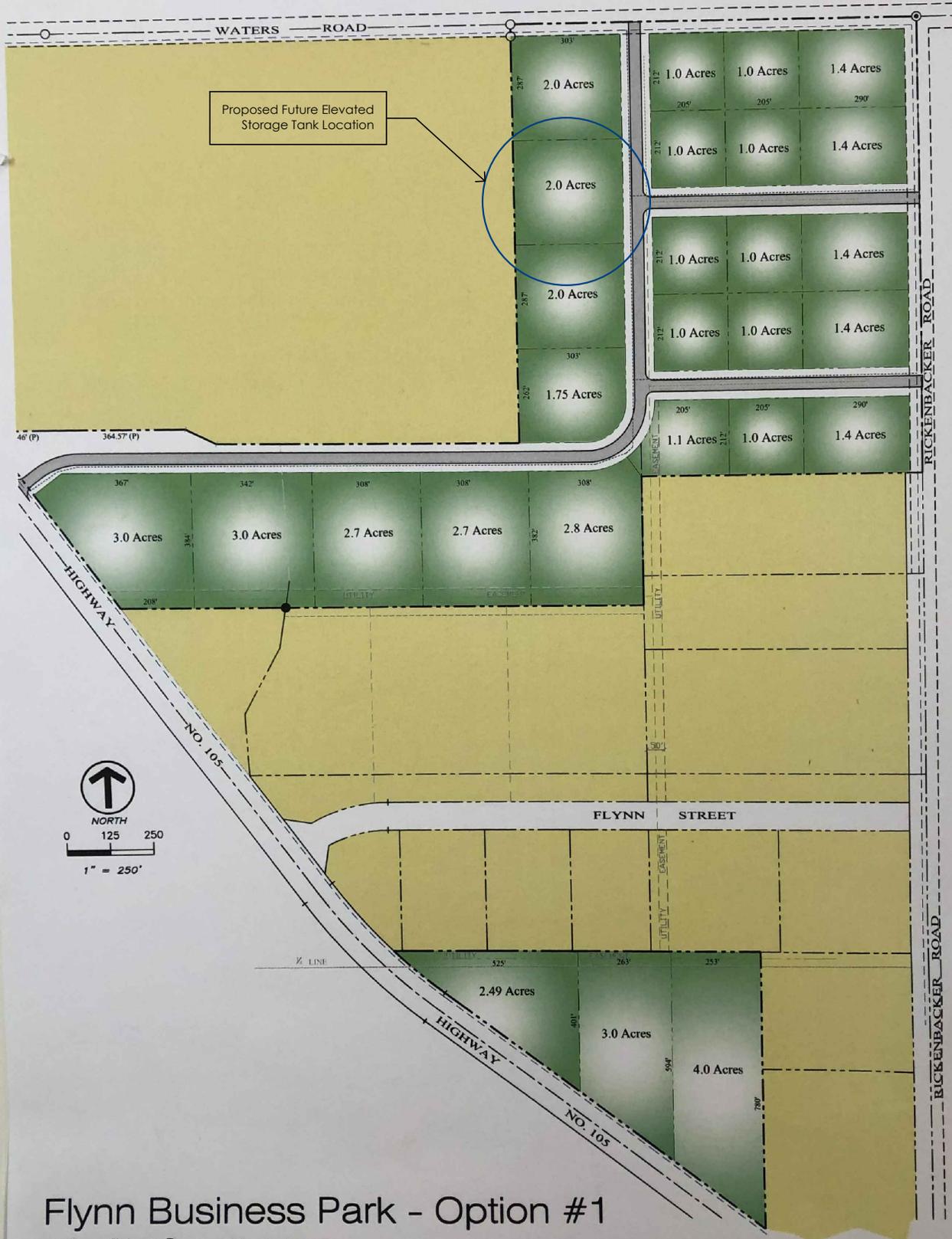
The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time compensation for services rendered will exceed the maximum compensation amount, Stockwell will notify Client in writing. Stockwell will not perform services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon additional compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.

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

Jon Brown, P.E.
President



Proposed Future Elevated Storage Tank Location



Flynn Business Park - Option #1

Small Lot Concept 5-18-17

True Engineering & Land Surveying LLC
 725 Carol Drive-Moiville, IA 51039 712.870.9789

19273 - exhibit.dwg



Schedule of Billing Rates

Effective January 1, 2019

Principal	\$229.70 per hour
Engineer VIII	\$217.80 per hour
Engineer VII	\$172.40 per hour
Engineer VI	\$162.00 per hour
Engineer V	\$152.00 per hour
Engineer IV	\$148.20 per hour
Engineer III	\$144.20 per hour
Engineer II	\$134.20 per hour
Engineer I	\$126.90 per hour
Engineer/Technician Intern	\$60.00 per hour
Land Surveyor VII	\$167.10 per hour
Land Surveyor VI	\$159.00 per hour
Land Surveyor V	\$143.20 per hour
Land Surveyor IV	\$127.40 per hour
Land Surveyor III	\$121.80 per hour
Land Surveyor II	\$116.40 per hour
Land Surveyor I	\$105.10 per hour
Landscape Architect IV	\$138.40 per hour
Landscape Architect III	\$128.80 per hour
Landscape Architect II	\$101.80 per hour
Landscape Architect I	\$95.50 per hour
Landscape Designer/Intern	\$76.00 per hour
Construction Manager II	\$144.00 per hour
Construction Manager I	\$133.80 per hour
Construction Inspector II	\$117.70 per hour
Construction Inspector I	\$108.10 per hour
Technician VI	\$123.60 per hour
Technician V	\$116.10 per hour
Technician IV	\$105.10 per hour
Technician III	\$95.50 per hour
Technician II	\$90.00 per hour
Technician I	\$84.60 per hour
Administration IV	\$95.60 per hour
Administration III	\$88.30 per hour
Administration II	\$80.90 per hour
Administration I	\$73.60 per hour
Electronic Survey Equipment	\$49.90 per hour
Mileage	current IRS mileage rate

Stockwell reserves the right to adjust the rates.

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 \$3000,000 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 if 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 Continuation 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: 9.3.2019
Re: Lift Station Generator Contract Amendment

Background: During the July 8, 2019 meeting the City Council choose to move forward with Stockwell Engineering to design and provide construction management for generators to be placed at the Sioux Laundry and Lakeshore Drive lift stations. Stockwell is currently designing the project and will be ready to go out to bids soon. After recent conversations with Stockwell there is concern with being able to get the generators placed in 2019. With the need to put two additional generators in place in FY2020 at Streeter Drive and the Flynn lift stations administration asked for an amendment to the contract to include those two. The previous contract was approved in the amount of \$23,000.

By putting all 4 generators together in one design and construction period costs should be realized due to less construction costs being recognized.

The amendment brought forward would allow for all 4 generators to be placed. The costs for design and bidding would be recognized in FY2019. The costs for construction, construction management, and physical pieces of equipment would be recognized in FY2020. Council is also be requested to approve an ordinance at this evening's meeting to transfer funds from the sewer account that were intended for generators to a 500-level account that can be more easily used for project costs year over year. There is also a transfer proposed in the FY2020 budget to cover additional construction costs. If approved, the FY2020 costs would be transferred as construction receipts are recognized.

Financial Consideration: \$23,000 addition for engineering costs to the Stockwell Engineering contract.

Recommendation: Administration would recommend moving forward with the contract amendment with Stockwell Engineering in the amount of \$23,000.

Amendment for Professional Services

City of North Sioux City
Lift Station Generators



August 21, 2019

Mr. Ted Cherry
City of North Sioux City
504 River Drive
North Sioux City, SD 57049

BY EMAIL ONLY
Ted.Cherry@NorthSiouxCity-SD.gov

Re: Amendment for Professional Services
Lift Station Generators

Dear Ted,

Stockwell Engineers, Inc. (Stockwell) appreciates the opportunity to provide professional engineering services for two additional lift station generator sites. One location is in Flynn Business Park and the second is along Streeeter Drive. The extent and scope of services provided by Stockwell staff for the two additional sites shall remain the same as outlined in our June 12, 2019 proposal.

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. This fee is in addition to our current contract amount.

Thank you for your consideration. If you have any questions, please contact our office at your convenience.

Sincerely,

STOCKWELL ENGINEERS, INC.

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

Jon Brown, P.E.
President

JEO Project Status Report

09-03-19

To: City of North Sioux City

Date: August 28, 2019

Report Prepared By: Ethan E. Joy, PE



JEO #	Project	Funding Source #	Current Status	JEO Action	City Action	Schedule
R161479	Big Sioux River Levee Certification Evaluation	Local funds	Preliminary FIRM maps for Union County have been issued, BFE (base flood elevation) is shown below the City's levee system		None at this time	FEMA has delayed the schedule.
R182001	Military Road Drainage Structure	Local funds	Last pour completed on area inlet, continuing work on gatewell structure. All pipe installed on the river side of the levee		None at this time	Milestone 1: March 15 Substantial Completion: April 15 Final Completion: May 15 Contract dates to be adjusted in a change order
R160368	Military Road Bridge Reconstruction	Sioux City Project	Bridge Pour completed on 8/28		None at this time	Bridge Contractual completion date September 28, 2019 Road completion date anticipated December 2019
R190926	Wastewater Study Addendum and Rate Study	Local Funds	30% draft prepared, document in internal QA/QC		None at this time	Wastewater Study Due: November 12, 2019 Rate Study due: January 10, 2020
R190597	Northshore Sewer CIPP	Local Funds	60% plans and specs created, to be submitted for internal QA/QC week of September 3rd		None at this time	Design complete September 13, 2019

Items in red are new from the previous report

Thank you.

Ethan E. Joy, PE
Branch Manager

Your Goals, Our Team, One Vision

