



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

July 6, 2020 – 7:00 p.m.

City Hall

### **PROPOSED AGENDA**

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Approval of Minutes: June 15, 2020 Regular Meeting
- F. Community and Council Input – Limit 3 Minutes
- G. Department head and Community board reports if necessary – Limit 3 Minutes
  - 1. National Night Out Approval
  - 2. Senior Center Reopening
- H. Agenda Items
  - 1. Zort's Alcohol License Transfer Hearing
  - 2. Flynn Business Park Land Transfer/Utility Easement
  - 3. Approve City Administrator Contract
  - 4. Eric Christensen as an Authorize Signer – Liberty National Bank & First Financial Bank
  - 5. Stockwell Engineers Report
  - 6. Streeter Drive Mill and Overlay Pay Request No. 1
  - 7. Murphy Lot 2 Plat
  - 8. Lot A1 Accretion to Dam Tract 1 Plat
  - 9. S Curve Lot R-2 Plat
  - 10. Ratify Land Purchase - Connelly
  - 11. Ratify Land Purchase-Cropley
  - 12. Letters of Interest – Ward 4
- I. Executive Session – Legal, Contractual, Personnel if necessary
- J. Approval of Bills
- K. Adjournment

**UNAPPROVED**  
**North Sioux City, South Dakota**  
**City Council Regular Meeting Minutes**  
June 15, 2020

Meeting called to order at 7:00 p.m. by Mayor Rodd Slater. Benson, Berg, Carpenter, Cropley, Green, Norby, and Parks were present. Also, in attendance was City Interim Finance Officer Lucero Avalos.

Mayor Rodd Slater led the Pledge of Allegiance.

Motion by Cropley, second by Parks, to approve the Amended Agenda adding item 6. All members present voted aye. Motion carried.

Motion by Green, second by Benson, to approve the Regular Council Meeting Minutes from the June 1, 2020 meeting. All members present voted aye. Motion carried.

**Community/Council Input:**

1. Mike and Nancy Albrecht at 221 Westshore Drive were present to talk to council in regards to placing an RV at their lot while they demolish and rebuild their home. Green mentioned that he lived in his camper for the Summer 6 years ago while they did his basement on his home and the City did not have a problem with that. Mayor Slater told them that he would have to research it and talk with Gary Roan, the City Building Inspector.
2. Carpenter said that a resident approached her asking when they were going to put sidewalks on Campbell, Harvest Bend, and Wildflower Bend as the residents have to walk on the street. Mayor Slater told her that we would have to do some research.
3. Mayor Slater said that he received an email from Jon with Stockwell Engineering in regards to overlay work they will be doing on Streeter Drive the week of June 22<sup>nd</sup>. They will be sending a letter out to residents to update them on the contractors schedule.
4. Berg asked if there were any updates on the bike trail. Montagne said that their supposed to be here this week.
5. Tammy Steemken the Parks & Rec President was present to give an update in regards to the new equipment for city park located on 119 Parkside Ave. They also need to know what to do with the old equipment. Tammy suggested we donate it instead of selling it as it's not compliant with the ADA. She also said that they have been working on the splash pad and that they will start some fund raising around August. They also talked to Montagne and found out that they could maybe do the flow thru system instead of the recirculation as he does water testing. Montagne said that he talked to SD DENR and Stockwell and they can do an extension of the water plant and this will significantly cut the cost of the splash pad. Motion by Cropley, second by Berg, to Approve My Turn Playsystems bid at \$89,770. Motion carried.
6. Julie Masters with Summer Rec program was present to give an update in regards to doing the Summer Rec Camp on July 8<sup>th</sup> following safety guidelines. Motion by Parks, second by Benson, to approve Summer Rec Camp to proceed as scheduled on July 8<sup>th</sup>. Motion carried.
7. Liane Welte, the NSC Library Director was present to give an update in regards to opening the Library to the public on June 25<sup>th</sup> with the schedule as follows: Monday-Thursday from 10 am-5 pm and Friday from 10 am-4:30 pm until August 28<sup>th</sup>. Motion by Cropley, second by Carpenter, to approve the Library to open on June 25<sup>th</sup> with limited capacity. Motion carried.

**Agenda items:**

1. Motion by Benson, second by Parks, to approve Contractor’s Application for Payment No. 1 for \$126,416.33 for work completed on Northshore to Midland’s Contracting Inc. All members present voted aye. Motion carried.
2. Motion by Parks, second by Berg, to advertise for Alderman Ward 4 Appointment due to a vacancy. Letters of interest should be submitted to City Hall by Thursday, July 2<sup>nd</sup>. All members present voted aye. Motion carried.
3. Motion by Parks, second by Cropley, to approve for two lights to be put on Wildflower Bend at an additional amount of \$37.48 per month on the Mid-American bill. All members present voted aye. Motion carried.
4. Motion by Parks, second by Benson, In regards to Resolution 2020-05, to strike the 1<sup>st</sup> sentence in Item 2 a. “Businesses shall limit capacity to half of the business’ occupancy rating.” All other guidelines will remain in effect thru June 25<sup>th</sup>, 2020. Green asked why we were going by Iowa Governor Reynolds rather than South Dakota Governor Noem. Mayor Slater said that we are in a unique situation being a tri-state area. Berg said that he would leave this as is and does not support this. Cropley said that she supports the motion. All members present voted aye. Motion carried.

**RESOLUTION NO. 2020-06**

**AN EMERGENCY RESOLUTION MODIFYING THE MANDATORY ORDERS  
RELATING TO PUBLIC GATHERINGS CONTAINED IN ORDINANCE NO. 2020-  
06**

WHEREAS, the City adopted an emergency ordinance pursuant to SDCL 9-29-1 and SDCL 9-32-1 which implemented social distancing guidelines recommended by the Center for Disease Control (CDC) to slow the outbreak of the disease COVID-19; and

WHEREAS, the emergency ordinance allows the City Council to enact further restrictions on public gatherings and public movements it deems necessary to address the current public health emergency; and

WHEREAS, the emergency ordinance also permits the City to make exemptions from the ordinance and to shorten or extend the effective dates set forth in the ordinance; and

WHEREAS, the purpose of social distancing requirements is to slow the spread of the disease so that the region’s health care system is not overwhelmed; and

WHEREAS, the CDC and health experts have recommended social distancing to slow the spread of COVID-19; and

WHEREAS, social distancing is a method of slowing down or stopping the spread of a contagious disease by reducing the probability of contact between infected persons and those not infected in order to minimize disease transmission; and

WHEREAS, it is important that control measures be taken to reduce or slow down the spread of COVID-19 in order to protect the health and safety of the City’s residents, especially

for seniors and those with underlying health conditions that make them particularly vulnerable to COVID-19.

WHEREAS, on April 28, 2020, Governor Kristi Noem, issued Executive Order 2020-20 which declared every South Dakotan shall implement and follow South Dakota’s “Back to Normal Plan”, dated April 28, 2020; and

WHEREAS, on April 28, 2020, Governor Kristi Noem, issued Executive Order 2020-20 which declared local governments shall follow South Dakota’s “Back to Normal Plan”, dated April 28, 2020; and

**NOW THEREFORE, BE IT RESOLVED**, by the Common Council of the City of North Sioux City

that:

1. Effective at 8am, May 5, 2020, all businesses identified in paragraphs 1 through 3 of Ordinance No. 2020-06 may reopen to serve patrons on-site pursuant to the conditions established in this resolution. For clarification purposes, the restrictions in this Resolution shall apply to all businesses selling or distributing fireworks.
2. Businesses identified in Ordinance 2020-06 within North Sioux City which are open to the public shall observe the following guidelines to slow the spread of COVID-19.
  - a) The establishment must limit the party size seated together to no more than ten (10) people.
  - b) Establish a minimum six-foot distance between any tables, video lottery machines, and barstools.
  - c) Require social distance spacing while waiting for service or entry into business.
  - d) In retail businesses, install a plexiglass, or similar, divider where physically possible between the cashier and customer.
  - e) Require employees to wash hands at regular intervals.
  - f) Food service employees must wear a mask which covers the employee’s nose and mouth.
  - g) In casinos, video lottery machines must be cleaned and disinfected between each customer.
  - h) Employees of hair salons, nail salons, and barber shops wear masks which cover their nose and mouth during customer contact times. Customer seating must be at least six (6) feet apart.
  - i) In gyms and fitness facilities, any equipment and/or mats must be cleaned or disinfected between each use.
  - j) 24 hour access to gyms and fitness facilities must not be permitted. Access to gyms and facilities must only be permitted when staffed.
  - k) Customer seating reduced to allow for social distancing with certain seats marked as “not available due to social distancing guidelines” to insure compliance.
  - l) Businesses shall post publicly and maintain a regular cleaning and disinfecting schedule, specific to each business.
  - m) Hand sanitizer locations readily available for public use should be made available.
  - o) Businesses are encouraged to conduct daily employee screenings for illness.
3. In addition to the specific requirements listed above, businesses shall operate in a manner consistent with CDC guidelines and any applicable state regulations or executive orders.
4. The City encourages all individuals within the City to continue to follow the CDC guidelines and recommended hygiene practices, including, but not limited to engaging in social distancing, limiting non-essential travel, washing hands thoroughly, staying home when sick and wearing masks when outside their homes wherever possible. Vulnerable individuals at a higher risk for

this virus should practice enhanced hygiene measures and consider staying home whenever possible.

5. Businesses can request, in writing, administrative exceptions from the City Mayor, City Administrator, and Police Department which allow them to modify the strict compliance with these requirements so long as their proposal contains alternative means to implement social distancing requirements. The City will not approve exceptions which completely exempt a business from implementing social distancing, or from following the CDC guidelines.
6. Any business entity, owner, or supervising manager of any business that is not in compliance with these regulations, or an approved alternative plan pursuant to subsection #5, shall be in violation of Ordinance No. 2020-06 and this Resolution. Any violation of this ordinance is subject to the general penalty provision in Section 1.16 of the North Sioux City Municipal Code. Each day a violation of this ordinance is allowed to occur is considered a separate offense. Notwithstanding any other provision herein, any business licensed under Title 35 and City Ordinance 5.08 shall, subsequent to a hearing required by SDCL 35-2-11.1, result in a mandatory recommendation to the South Dakota Secretary of Revenue that such business's license be suspended or revoked for such violation.
7. This Resolution shall remain in effect until June 25, 2020, unless otherwise repealed, modified, or extended.

**BE IT FURTHER RESOLVED**, by the City of North Sioux City, that due to the fact a national and statewide emergency has been declared and one of the primary recommendations to combat this emergency is to practice social distancing and limit person to person contact, this resolution is considered necessary for the immediate preservation of the public peace, health, and safety of the City of North Sioux City and shall be effective immediately upon publication thereof.

Dated this 16<sup>th</sup> day of June, 2020.

CITY OF NORTH SIOUX  
CITY

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Rodd Slater, Mayor

ATTEST:

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Lucero Avalos, Interim Finance Officer

5. Motion by Cropley, second by Green, to Approve River Valley Tract 13 Plat. Motion carried.
6. Motion by Benson, second by Berg, to Approve the Zort's Fireworks Display on June 27<sup>th</sup> at United Sports Academy. Motion carried.

Motion by Parks, second by Cropley, to enter Executive Session for Legal, Contractual, and Personnel at 8:06 pm. All members present voted aye. Motion carried.

Regular session resumed at 8:35 pm

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

ABSLTE SCIENCE	850.00	LIB VIRTUAL SHOW (13)
AFLAC	1023.46	JUN2020 PRMS
AUTM CUSTM SEEDNG	79.90	BULK WTR REIMB
AVALOS, LUCERO	9.32	MLG REIMB
BASE	102.00	JUL2020 HRA FEE
BERNRDS CNCRTE CUTNG	5986.00	STREET REP (2)
CFO NEXT	1215.00	MAY2020 TEMP HELP
CITY OF S.C.	32251.82	MAY2020 SWR CHGS USG 13574
CRARY HUFF	9562.05	MAY2020 LEGAL FEES
ROCS	7500.00	2020 CNTRIBTN FOR NSC-SR MEAL
DAKOTA DUNES/NSC TIMES	730.57	MAY2020 PUBLISHNG FEES
DEMCO	468.26	JACKT COVR(5), ALBUM(18)
FIVE STAR ENTRPRSES	67.00	THNK YOU PLAQ
H2O 4 U	19.50	PD- WATR
HAWKINS	4083.00	CHLORINE (10), SULFER(1)
INGRM LIB SVCS	221.04	BOOKS (2)
JACKS UNFRMS	239.75	CLTHNG ALLWNC
EAKES OFF SOLTNS	946.86	LIB-GLOVES(6),MASK(12),SANT(2)
LOCAL NO. 749	277.00	JUL2020 DUES
LONG LINES	843.91	JUN2020 PHN & INT CHGS
MCCOOK LAKE ASSOC	250.00	2020 FIRWRKS DNTN
MERCY BUS HEALTH SVCS	64.00	MAY 2020 EAP
MIDAMRICN ENRGY	11747.70	MAY2020 UTLTY CHGS
NSC AUTO REP	329.34	UNIT 2 OIL CHNG, REPLC BRKE
O'REILLY	386.71	WIPR BLDE(10)
OFFICE ELEMNTS	53.42	CH-ENVLPS(2)
QUALFD PRESRT SCVCS	755.73	MAY2020 PSTG UTLTY BILLS
QUALTY FLOWS	16810.00	PUMP STNT-INSTLL CONTRL PANEL
GARY ROAN	1150.00	INSPCTNS (18), P&Z MTG (3)
ROBRTSN IMPLMNT	307.50	SPRNG, BELT(2)
S&S WORLDWIDE	253.14	BEADS(16)
SCHOOL LIFE	83.30	CASTL(150), BALL CHAIN(200)
SD DEPT OF LABOR	2905.57	UNMPLYMT
SD DEPT OF TRANS	32222.67	HWY WORK STRTR DR & BRUNEAU
SD ONE CALL	79.52	MAY2020 LOCATES (71)
S.C. JOURNAL	618.00	LIB SUBSCRIPTN
SOUTHEAST SD TOURSM ASSOC	245.00	MEMBRSHIP DUES
SPRKL & SHINE CLNG SVCS	1493.79	MAY2020 CLNG (4)
STEPHANIE LEVY	320.00	SVC
STERLNG CMPTRS	4530.92	LIB-RPLCD PUBLIC CMPTRS (4)
STOCKWLL ENGIN	5245.60	STRTR DRIVE-60% CMPLT
ROAD GUY CONST	5432.55	CHIP SEAL 3723 SQ YRDS
US POSTOFFC	196.00	BOX 650 ANN RENWL
WELLMARK	14,697.62	JUL2020 INSUR PREM
FIRST FINANCIAL	405.14	MAY2020 CC CHGS
PRINCIPAL LIFE & DTL	2133.07	JUL2020 LIFE & DTL PREM

Motion to adjourn by Cropley, second by Parks, at 8:36 pm All members present voted aye. Motion carried.

**Approved**

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**Rodd Slater, Mayor**

**Attested**

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**Lucero Avalos, Interim 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: Administration  
Date: 7/1/2020  
Re: Alcohol License Transfer Hearing

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**Background:** Zort's Prime Time is changing their legal business name from Zort Bros to Alpha Omega, they have applied for a new sales tax license. They will have to redo their alcohol license.

Council shall conduct a hearing regarding this transfer:

From:

Zort Bros, Lot 1 of Lot A Block replat of Taylor Tract 1 of Lot A Section NE 1/4 SW 1/4 Section 15  
Township 89W Range 48A, North Sioux City, Union County, South Dakota

To:

Alpha Omega, Lot 1 of Lot A Block replat of Taylor Tract 1 of Lot A Section NE 1/4 SW 1/4 Section  
15 Township 89W Range 48A, North Sioux City, Union County, South Dakota

**Financial Consideration:** N/A

**Recommendation:** N/A

# NOTICE OF HEARING UPON APPLICATIONS FOR Sale of Alcoholic Beverages

NOTICE IS HEREBY GIVEN THAT a public hearing shall be conducted at 7 p.m. on Monday, July 6, 2020 by the Common Council of the City of North Sioux City, South Dakota to consider the transfer of a Malt Beverage License for the following applicant:

Transfer Retail Malt Beverage (On-Off Sale) License with Video Lottery Option: From: Zort Bros, dba Zort's Prime Time, Lot 1 of Lot A Block replat of Taylor Tract 1 of Lot A Section NE 1/4 SW 1/4 Section 15 Township 89W Range 48A, North Sioux City, Union County, South Dakota

To: Alpha Omega, dba Zort's Prime Time, Lot 1 of Lot A Block replat of Taylor Tract 1 of Lot A Section NE 1/4 SW 1/4 Section 15 Township 89W Range 48A, North Sioux City, Union County, South Dakota

NOTICE IS FURTHER GIVEN that said application will be heard and considered by the Common Council of North Sioux City at City Hall, 504 River Drive, North Sioux City, South Dakota. At that time any person interested in the approval or rejection of any such application may appear and be heard.

Dated this 25<sup>th</sup> day of June, 2020, at North Sioux City, South Dakota.

Lucero Avalos, Interim Finance Officer

Published: June 4, 2020



# 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: Andrew Nilges, NSCEDC Executive Director  
Date: 7/6/2020  
Re: Flynn Business Park Land Transfer and Utility Easement Agreement

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**Background:** The North Sioux City Economic Development Corporation has reached an agreement with a business to sell Lot 4A of Flynn Tract 2 in the Flynn Business Park – attached is the plat for reference. This 7.4 acre lot is located in the southern part of the Park adjacent to Hwy. 105.

The lot is currently in the City’s name for tax purposes. The understanding has always been that once the NSCEDC has arranged a sale of this lot then the City would transfer the land to the NSCEDC. The attached Warranty Deed and Certificate of Real Estate Value was prepared by Darrell Jesse and would facilitate the transfer of the lot from the City to the NSCEDC. The NSCEDC has a signed purchase agreement with the company already. Once the Council approves the land transfer then the NSCEDC will close on the land sale to the business.

It will be required that the NSCEDC grant the City a utility easement to facilitate the extension of the storm sewer as part of the water tower project in the Flynn Business Park. The easement agreement was prepared by Darrell Jesse for that purpose. The attached easement exhibit was prepared by Stockwell Engineers, who has partnered with the City on the water tower project. The business purchasing the lot is aware of the need for an easement and is comfortable with it as it won’t negatively impact his project.

**Recommendation:** Approval of transferring lot 4A in Flynn Tract 2 in the Flynn Business Park to the North Sioux City Economic Development Corporation and approval of accepting the utility easement.

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**WARRANTY DEED**

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

*Lot 4A in Flynn Tract 2 in Lot A in the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), and Northwest Quarter (NW 1/4) of Section Ten (10), Township Eighty-Nine (89) North, Range Forty-Eight (48) West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota (7.40 acres more or less)*

*Subject to easements and restrictions of record, if any.*

Transfer Tax: Exempt Per SDCL 43-4-22 (18)

DATED this \_\_\_\_ day of July, 2020.

**--GRANTOR**

CITY OF NORTH SIOUX CITY

BY: \_\_\_\_\_

Rodd Slater

Its: Mayor

ATTEST:

\_\_\_\_\_  
By: Lucero Avalos  
Its: Interim Finance Officer

STATE OF SOUTH DAKOTA, UNION COUNTY, ss,

On this, the \_\_\_\_ day of July, 2020, before me, the undersigned officer, personally appeared Rodd Slater and Lucero Avalos, who acknowledged themselves to be the Mayor and Interim City Finance Officer of the City of North Sioux City, by the City Council on motion made and second, authorized Rodd Slater as Mayor and Lucero Avalos as Interim City Finance Officer, to execute the foregoing document on behalf of the City of North Sioux City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

COURTHOUSE USE ONLY
Book \_\_\_\_\_ Page \_\_\_\_\_
Ratio Card No. \_\_\_\_\_

State of South Dakota, County of Union

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

Buyer(s): North Sioux City Economic Development Corporation (605)232-4510
Name Phone Number
Current Mailing Address 504 River Drive North Sioux City SD 57049
Street/Box Number City State/Zip Code

NEW Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip Code \_\_\_\_\_
Street/Box Number

OWNER OCCUPIED – THIS BOX TO BE COMPLETED BY BUYER ONLY
These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.

Property is currently classified as owner-occupied YES [ ] NO [ ]
Property will be occupied by buyer on (date) YES [ ] NO [ ]
Property will be principal residence of buyer on the above stated date YES [ ] NO [ ]
Do you own any other residential property in the United States? YES [ ] NO [ ] If yes, state location

Signature (BUYER ONLY)

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

Lot 4A in Flynn Tract 2 in Lot A in the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), and Northwest Quarter (NW 1/4) of Section Ten (10), Township Eighty-Nine (89) North, Range Forty-Eight (48) West of the 5th P.M., North Sioux City, Union County, South Dakota (7.40 acres more or less), Subject to easements and restrictions of record, if any.

(1) Date of Instrument July \_\_\_\_\_, 2020

(2) Type of Instrument:

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

(3) Items Involved in Transaction

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

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

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

(a) Type of Buyer Financing – check where applicable

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

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

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

Signature of seller, Buyer, or agent of \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

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

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

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

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

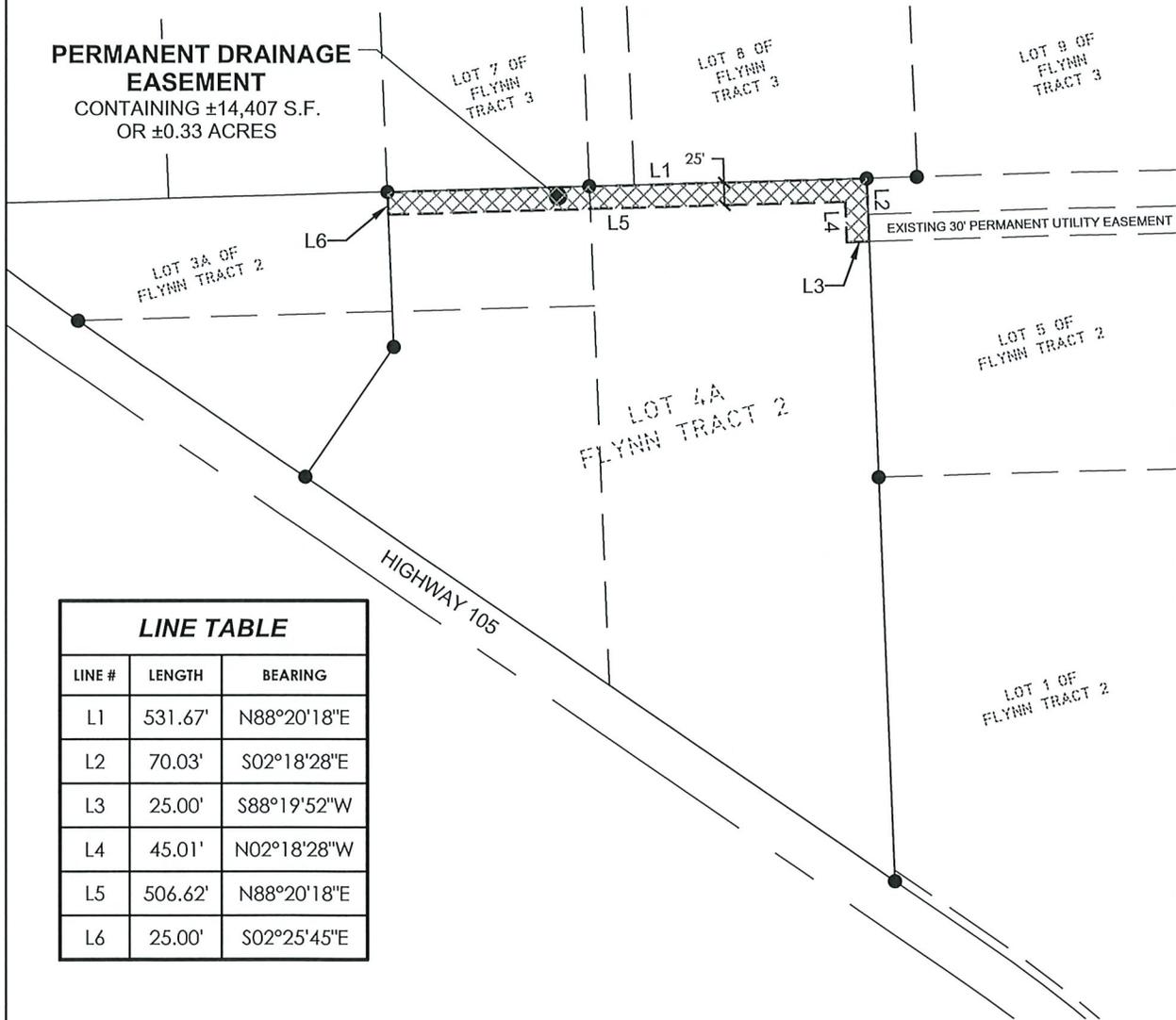
<u>COURTHOUSE USE ONLY</u> – This box is for county courthouse use only	<b>Do Not Use</b>
Seller Information – name, phone number, current mailing address of seller	<b>Required</b>
Buyer Information – name, phone number, current mailing address, new mailing address of buyer	<b>Required</b>
Owner-Occupied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

# EXHIBIT A

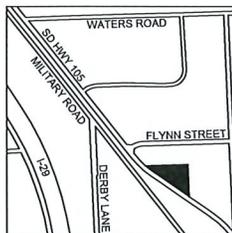
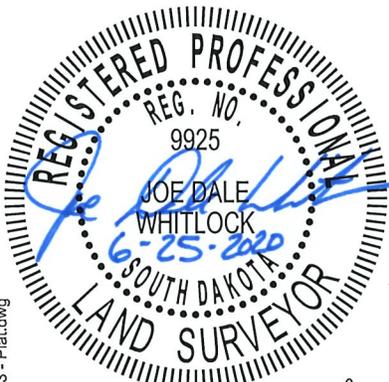
SHOWING A PERMANENT DRAINAGE EASEMENT IN LOT 4A IN FLYNN TRACT 2 IN LOT A IN THE NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , & NW $\frac{1}{4}$ , SECTION 10, T89N, R48W, 5TH P.M., CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.

## PERMANENT DRAINAGE EASEMENT

**PERMANENT DRAINAGE EASEMENT**  
CONTAINING  $\pm 14,407$  S.F.  
OR  $\pm 0.33$  ACRES



LINE TABLE		
LINE #	LENGTH	BEARING
L1	531.67'	N88°20'18"E
L2	70.03'	S02°18'28"E
L3	25.00'	S88°19'52"W
L4	45.01'	N02°18'28"W
L5	506.62'	N88°20'18"E
L6	25.00'	S02°25'45"E



KEY MAP

**NOTES:**

1. BASIS OF BEARINGS FOR THIS EASEMENT IS UTM ZONE 14 NORTH.
2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

**LEGEND:**

FOUND 5/8" REBAR  
CONSTRUCTION EASEMENT



**PREPARED BY:**

STOCKWELL ENGINEERS, INC.  
801 N PHILLIPS AVE, SUITE 100  
SIOUX FALLS, SD 57104  
PHONE: 605-338-6668



---

**PERMANENT UTILITY AND DRAINAGE  
EASEMENT AGREEMENT**

The undersigned, North Sioux City Economic Development Corporation (GRANTOR), a South Dakota non-profit corporation, in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the City of North Sioux City, (GRANTEE), a South Dakota municipal corporation, and its successors and assigns, a Permanent Utility and Drainage Easement Agreement over, upon, across, in, through, and under the following described real property:

**See Exhibit “A” consisting of one (1) page which is attached hereto and incorporated by reference herein (“Easement Area”). This Easement shall include access over and across property adjacent to the Easement Area from the GRANTEE right of way.**

GRANTEE may access and enter upon sufficient land adjacent to said Easement Area for the purpose of exercising the rights and privileges granted herein.

GRANTOR grants to the GRANTEE, and its successors and assigns, an exclusive perpetual easement over, across, and through the Easement Area for the purpose of this Easement, and an exclusive easement for ingress and egress over the Easement Area as necessary to maintain the Easement. The GRANTEE has the right to maintain the Easement Area, include the removal of impediments from the Easement Area provided such removal does not interfere with the GRANTOR’S use.

No permanent structures or improvements may be located on the Easement Area or which would be inconsistent with this Permanent Utility and Drainage Easement Agreement. Further, GRANTOR agrees not to construct or place any permanent or temporary buildings, structures, fences, trees, shrubs, plants or other objects on the Easement Area. GRANTEE shall have no obligation to replace or repair any permanent or temporary buildings, structures, fences, trees, shrubs, plants or other objects placed in the Easement Area which are in violation of this provision. Further, GRANTOR agrees not to add or diminish ground cover to the extent it will make GRANTEES maintenance activities more difficult or expensive. Other than as provided above, GRANTEE shall return the Easement Area to substantially the same condition as it

existed prior to any repairs or maintenance. GRANTOR shall not interfere with GRANTEE'S right to access, operate and maintain the public utilities in the Easement Area.

This Permanent Utility and Drainage Easement Agreement shall run with the land and be binding upon the parties' successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of July, 2020.

NORTH SIOUX CITY ECONOMIC  
DEVELOPMNET CORPORATION

\_\_\_\_\_  
By: Mike Huber  
Its: President

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the \_\_\_\_\_ day of July, 2020, before me, the undersigned officer, personally appeared Mike Huber, who acknowledged himself to be the President of North Sioux City Economic Development Corporation, a non-profit corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

The GRANTEE hereby accepts the above grant of easement for public use and maintenance.

CITY OF NORTH SIOUX CITY

\_\_\_\_\_  
By: Rodd Slater  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Lucero Avalos  
Interim Finance Officer

STATE OF SOUTH DAKOTA, UNION COUNTY, ss:

On this \_\_\_\_ day of July, 2020, before me, the undersigned officer, personally appeared Rodd Slater and Lucero Avalos, who acknowledged themselves to be the Mayor and Interim City Finance Officer of the City of North Sioux City, by the City Council on motion made and second, authorized Rodd Slater as Mayor and Lucero Avalos as Interim City Finance Officer, to execute the foregoing Utility and Drainage Easement Agreement on behalf of the City of North Sioux City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

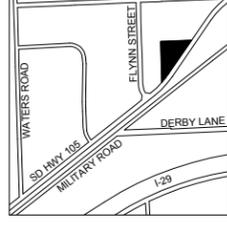
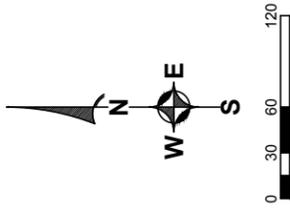
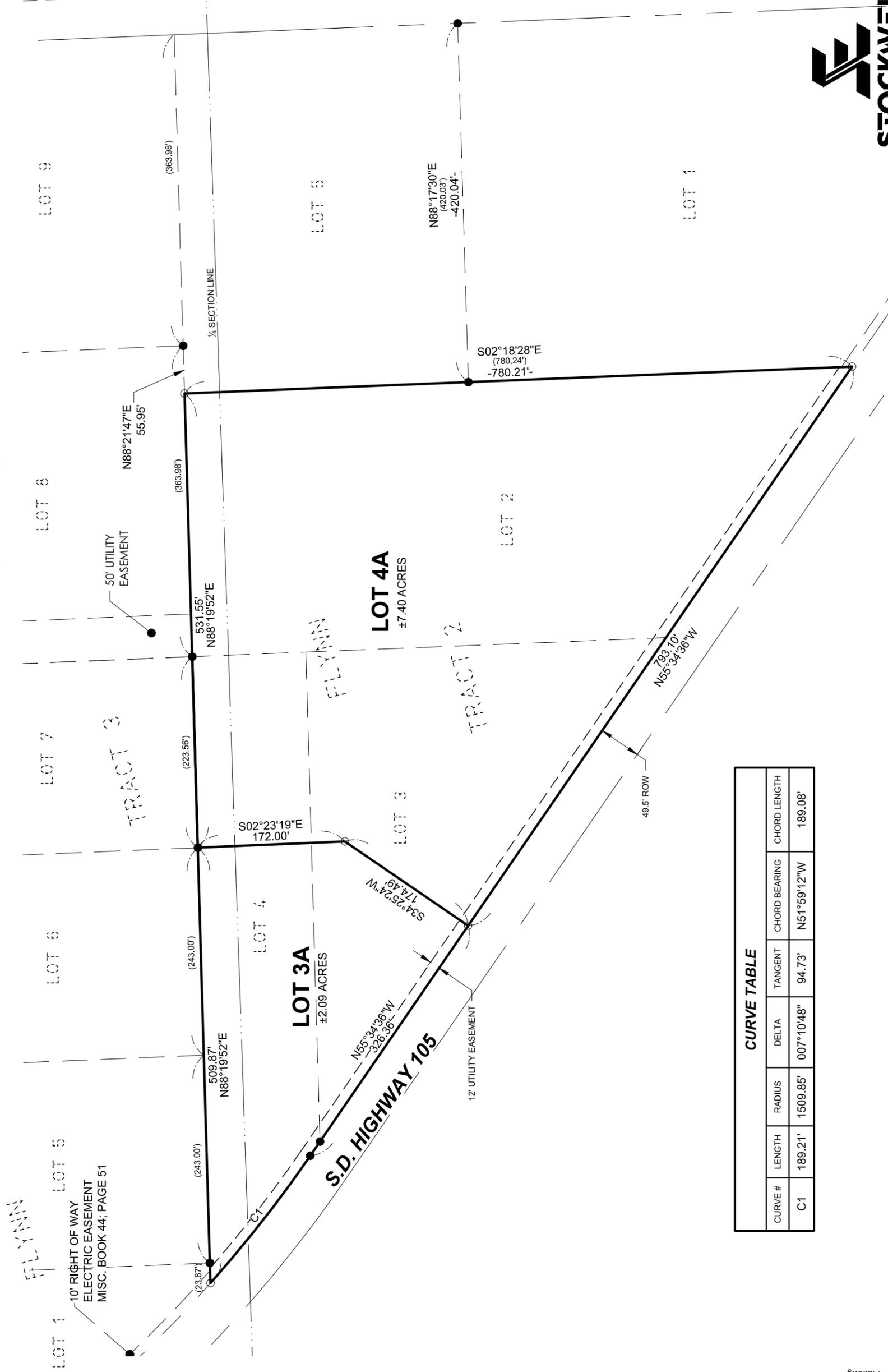
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

PLAT OF LOTS 3A AND 4A IN

# FLYNN TRACT 2

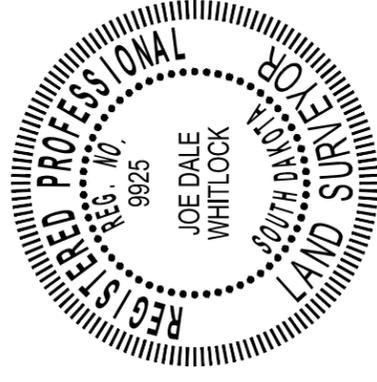
IN LOT A IN THE NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , & NW $\frac{1}{4}$ , SECTION 10, T89N, R48W, 5TH P.M., CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, CONTAINING 413,258 SQ.FT. (9.49 ACRES) MORE OR LESS.



KEY MAP

NOTES:  
 1. BASIS OF BEARINGS FOR THIS PLAT IS UTM ZONE 14 NORTH.  
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:  
 FOUND 5/8" REBAR ●  
 SET 5/8" x 18" CAPPED REBAR ○  
 PREVIOUSLY PLATTED DIMENSION (100.00') ---  
 12' UTILITY EASEMENT - - -  
 1/4 SECTION LINE - - -



PREPARED BY:  
 JOE D. WHITLOCK, PLS  
 801 NORTH PHILLIPS AVENUE  
 SUITE 100  
 SIOUX FALLS, SD 57104  
 (605) 338-6668  
 PAGE 1 OF 2

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	189.21'	1509.85'	007°10'48"	94.73'	N51°59'12"W	189.08'

PLAT OF LOTS 3A AND 4A IN  
**FLYNN TRACT 2**

IN LOT A IN THE NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>, & NW<sup>1</sup>/<sub>4</sub>, SECTION 10, T89N, R48W, 5TH P.M., CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, CONTAINING 413,258 SQ.FT. (9.49 ACRES) MORE OR LESS.

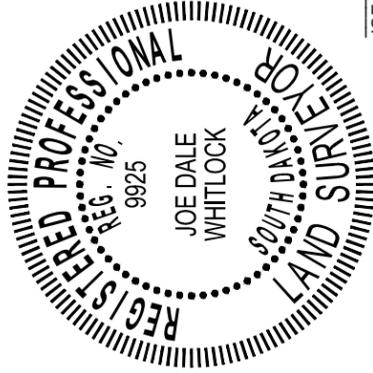
**SURVEYOR'S CERTIFICATE**

I, JOE DALE WHITLOCK, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA DO HEREBY CERTIFY THAT ON OR BEFORE JANUARY 2, 2020, I HAVE SURVEYED LOTS 2, 3 AND 4 IN FLYNN TRACT 2 IN LOT A IN THE NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> & NW<sup>1</sup>/<sub>4</sub>, SECTION 10, T89N, R48W, 5TH P.M., CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, AND PLATTED INTO LOTS 3A & 4A IN FLYNN TRACT 2 IN LOT A IN THE NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> & NW<sup>1</sup>/<sub>4</sub>, SECTION 10, T89N, R48W, 5TH P.M., CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA WITH AREA AND DIMENSIONS AS SHOWN ON THE PLAT.

THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS LOTS 3A & 4A IN FLYNN TRACT 2 IN LOT A IN THE NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> & NW<sup>1</sup>/<sub>4</sub>, SECTION 10, T89N, R48W, 5TH P.M., CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.

I FURTHER CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY WAS PERFORMED AT THE REQUEST AND UNDER THE DIRECTION OF THE OWNERS FOR THE PURPOSE OF TRANSFER.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.



JOE DALE WHITLOCK REG. NO. 9925

**OWNER'S CERTIFICATE**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER, THE STREETS, ROADS, ALLEYS AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ROADS, ALLEYS, PARKS AND PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS REPLAT WILL NOT PLACE ANY EXISTING LOT OR BUILDING IN VIOLATION OF ANY APPLICABLE ORDINANCE, CODE, REGULATION, LAW INCLUDING BUT NOT LIMITED TO ZONING, BUILDING, SUBDIVISION, AND FLOOD PREVENTION.

WE FURTHER CERTIFY THAT THIS PLATTING OF SAID DESCRIBED LOTS 3A & 4A IN FLYNN TRACT 2 IN LOT A IN THE NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> & NW<sup>1</sup>/<sub>4</sub>, SECTION 10, T89N, R48W, 5TH P.M., CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA DOES HEREBY VACATE:

LOTS 2, 3 AND 4 IN FLYNN TRACT 2 IN LOT A IN THE NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> & NW<sup>1</sup>/<sub>4</sub>, SECTION 10, T89N, R48W, 5TH P.M., CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA ON FILE AT THE REGISTER OF DEEDS OFFICE IN BOOK 18 OF PLATS ON PAGE 13.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
 CITY OF NORTH SIOUX CITY  
 AUTHORIZED OFFICIAL

STATE OF SOUTH DAKOTA )  
 COUNTY OF \_\_\_\_\_ )  
 )SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, THE UNDERSIGNED OFFICER, APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED HIM/HERSELF TO BE THE \_\_\_\_\_ OF THE CITY OF NORTH SIOUX CITY, A SOUTH DAKOTA MUNICIPAL CORPORATION, AND THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC, STATE OF SOUTH DAKOTA  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**ROAD AUTHORITY CERTIFICATE**

I, \_\_\_\_\_ OF THE \_\_\_\_\_ DO HEREBY CERTIFY THAT THIS PLAT AND ACCESS LOCATION HAS BEEN REVIEWED BY ME OR MY AUTHORIZED AGENT AND THAT THIS PLAT IS RECOMMENDED FOR APPROVAL.

ROAD AUTHORITY \_\_\_\_\_

**PLANNING COMMISSION**

I, PLANNING DIRECTOR OF NORTH SIOUX CITY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED BY ME OR MY AUTHORIZED AGENT AND HAS BEEN APPROVED.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

PLANNING DIRECTOR \_\_\_\_\_  
 NORTH SIOUX CITY, SOUTH DAKOTA

**CITY COUNCIL RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA THAT THE PLAT KNOWN AND DESCRIBED AS LOTS 3A & 4A IN FLYNN TRACT 2 IN LOT A IN THE NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> & NW<sup>1</sup>/<sub>4</sub>, SECTION 10, T89N, R48W, 5TH P.M., CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA IS APPROVED AND THAT THE MUNICIPAL FINANCE OFFICER OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA IS HEREBY DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME THEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

MAYOR OF NORTH SIOUX CITY, SOUTH DAKOTA \_\_\_\_\_

MUNICIPAL FINANCE OFFICER  
 NORTH SIOUX CITY, SOUTH DAKOTA \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
 COUNTY OF \_\_\_\_\_ )  
 )SS

I, THE UNDERSIGNED, THE DULY APPOINTED QUALIFIED AND ACTING MUNICIPAL FINANCE OFFICER OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA HEREBY CERTIFY THAT THE ABOVE RESOLUTION IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AS MUNICIPAL OFFICER AND THE OFFICIAL SEAL OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA.

MUNICIPAL FINANCE OFFICER  
 NORTH SIOUX CITY, SOUTH DAKOTA \_\_\_\_\_

NOTARY PUBLIC, STATE OF SOUTH DAKOTA  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATE**

I, TREASURER OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE (AND THE FOREGOING) PLATS, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

TREASURER \_\_\_\_\_  
 UNION COUNTY, SOUTH DAKOTA

**DIRECTOR OF EQUALIZATION**

I, DIRECTOR OF EQUALIZATION OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DIRECTOR OF EQUALIZATION \_\_\_\_\_  
 UNION COUNTY, SOUTH DAKOTA

**REGISTER OF DEEDS**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., AND RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_.

REGISTER OF DEEDS \_\_\_\_\_  
 UNION COUNTY, SOUTH DAKOTA



PREPARED BY:  
 JOE D. WHITLOCK, PLS  
 801 NORTH PHILLIPS AVENUE  
 SUITE 100  
 SIOUX FALLS, SD 57104  
 (605) 338-6668



## 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: Administration  
Date: 06/15/2020  
Re: Eric Christensen City Administrator Contract

---

**Background:** The employment contract between the City and the new City Administrator should have been formally approved before it was signed and the salary in the contract made a part of the council minutes. The hiring of the new City Administrator has been previously approved by the Council but the contract has not.

**Financial Consideration:** no new obligation of funds, only the agreed upon contract amount of \$115,000 which is already in effect

**Recommendation:** Administration recommends formally approving the contract and publishing the salary in the minutes in accordance with SDCL.

**City of North Sioux City  
EMPLOYMENT AGREEMENT**

**AGREEMENT** made this 18<sup>th</sup> day of May 2020, by and between the CITY OF North Sioux City, a South Dakota municipal corporation, (City), and W. Eric Christensen (Mr. Christensen).

The parties agree as follows:

**POSITION.** The City agrees to employ Mr. Christensen as its City Administrator. Mr. Christensen agrees to serve as City Administrator in accordance with state statutes and City ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

**MOVING AND RELOCATION ALLOWANCE.** The City shall reimburse Mr. Christensen an amount not to exceed \$15,000 for moving his household goods after soliciting at least two bids for such expenses. The City shall also reimburse expenses for up to two (2) house hunting trips for things such as travel expenses, temporary lodging, and meals. Payment shall be made upon receipt by the City of documentation that the expenses have been incurred and deemed reasonable.

**PENSION PLAN.** The City shall contribute to the South Dakota retirement plan as required by State law for Mr. Christensen.

**SALARY.** The City shall pay Mr. Christensen a salary of \$115,000 per year starting June 22, 2020. City and Mr. Christensen agree that an initial performance review will be conducted on Mr. Christensen the week of December 15, and annually at approximately the same date thereafter. The City agrees to consider an increase in total compensation to Mr. Christensen during his first review, up to the rate of \$120,000 per year starting January 1, 2021, dependent upon the results of the performance evaluation. Mr. Christensen will be reviewed annually thereafter during the month of December, during which time he will be eligible for annual raises that will go into effect January 1, of each year.

**SENIORITY.** For purposes of employment benefits set forth in Policy 7 of the City Employee Manual , Mr. Christensen will be credited with having completed ten (10) years of employment with the City upon his first day of employment.

**VACATION.** Effective upon Mr. Christensen's first day of employment, Mr. Christensen shall be credited with forty (40) hours of vacation. In addition, Mr. Christensen shall continue to accrue vacation in accordance with the City's personnel policies.

**SICK LEAVE.** Effective upon Mr. Christensen's first day of employment, Mr. Christensen shall be credited with forty (40) hours of sick leave. In addition, Mr. Christensen shall continue to accrue sick leave in accordance with the City's personnel policies.

**HOLIDAYS.** The City shall provide Mr. Christensen the same holidays as enjoyed by other non-union employees.

**GENERAL INSURANCE.** The City shall provide Mr. Christensen the same group hospital, medical, dental, life and disability insurance benefits as provided to all other non-union employees.

**DUES AND SUBSCRIPTIONS.** The City shall pre-approve a budget for professional dues and subscriptions for Mr. Christensen which are deemed reasonable and necessary for Mr. Christensen's continued participation in national, regional, state, and local associations necessary and desirable for Mr. Christensen's continued professional participation, growth and advancement. This shall include but not be limited to the *International City/County Management Association, South Dakota City Management Association, South Dakota Municipal League.*

**PROFESSIONAL DEVELOPMENT.** The City shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Mr. Christensen for professional and official travel, meetings and occasions adequate to continue the professional development of Mr. Christensen and to adequately pursue necessary official and other committees thereof which Mr. Christensen serves as a member. Mr. Christensen shall use good judgment in his outside activities so he will not neglect his primary duties to the City. Professional development events include the ICMA annual conference, South Dakota Municipal League Conferences, and League events.

**CIVIC CLUB MEMBERSHIP.** The City recognizes the desirability of representation in and before local civic and other organizations. Mr. Christensen is authorized to become a member of such civic clubs or organizations as deemed appropriate by Mr. Christensen and City; and at City's expense.

**AUTOMOBILE.** Travel beyond the region shall be reimbursed at the state's normal mileage reimbursement plan.

**GENERAL EXPENSES.** The City shall reimburse Mr. Christensen reasonable miscellaneous job-related expenses which it is anticipated Mr. Christensen will incur from time to time when provided appropriate documentation.

**HOURS OF WORK.** It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Mr. Christensen that additional compensation and compensatory time shall not be allowed for such additional expenditures of time..

**TERM OF EMPLOYMENT.** The initial term of Mr. Christensen's employment shall be for an indefinite period commencing June 22, 2020. At all times Mr. Christensen shall remain an employee at will. Other than as set forth below, in the event that Mr. Christensen is terminated by the City during such time that Mr. Christensen is willing and able to perform the duties of City Administrator, the City agrees to pay Mr. Christensen at the time of receipt of his last pay check, a lump sum cash payment equal to six (6) months aggregate salary and to continue to provide and pay for the health insurance benefits set forth in this agreement for the time frame permitted by the City's health insurance carrier.

However, in the event Mr. Christensen is terminated because of his malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Mr. Christensen, as determined by the City Council, then the City shall have no obligation to pay the termination benefits. If the City at any time during the employment term reduces the salary or other financial benefits of Mr. Christensen in a greater percentage than across-the-board reduction for all non-union employees, or if City refuses, following written notice, to comply with any other provisions of this Agreement benefiting Mr. Christensen or Mr. Christensen resigns following a formal suggestion by City that he resign, then Mr. Christensen may, at his option, be deemed to be "terminated" on the effective date of Mr. Christensen's resignation and he shall also be entitled to

receive the termination benefits set forth above. If Mr. Christensen voluntarily resigns his position with City, Mr. Christensen agrees to give the City thirty (30) days advance notice. Notwithstanding any other provision herein, if Mr. Christensen voluntarily resigns his position with City, there shall be no termination pay due to Mr. Christensen.

**GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of Mr. Christensen at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Mr. Christensen to resign at any time from his position with the City, subject only to the provisions of this Agreement.

**IN WITNESS WHEREOF,** The City of North Sioux City has caused this Agreement to be signed and executed on its behalf by its Council representative and Mr. Christensen has signed this Agreement, in duplicate, the day and year first written above.

NORTH SIOUX CITY

MR. CHRISTENSEN:

---

BY: Rodd Slater  
ITS: Mayor

ATTEST

---

BY: Lucero Avalos  
ITS: Interim 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: Administration  
Date: 06/15/2020  
Re: Eric Christensen Authorized Signer

---

**Background:** Eric Christensen was hired as City Administrator effective June 19, 2020. The City Administrator has traditionally been a signing agent on the City's financial accounts.

**Financial Consideration:** none

**Recommendation:** Administration recommends that the Council approve authorizing the new City Administrator to be an authorized signer on the City's financial accounts.



## 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: Administration  
Date: 06/15/2020  
Re: Stockwell Engineers Report

---

**Background:** Jon Brown of Stockwell Engineers LLC is presenting an Engineer's Report which provides an update on the following projects: the Northshore Master Plan; the Lift Station Generator project; the Streeter Drive Reconstruction (S-curve) project; the Streeter Drive Mill & Overlay project; and the Water Study/New Water Tower projects.

**Financial Consideration:** none at this time

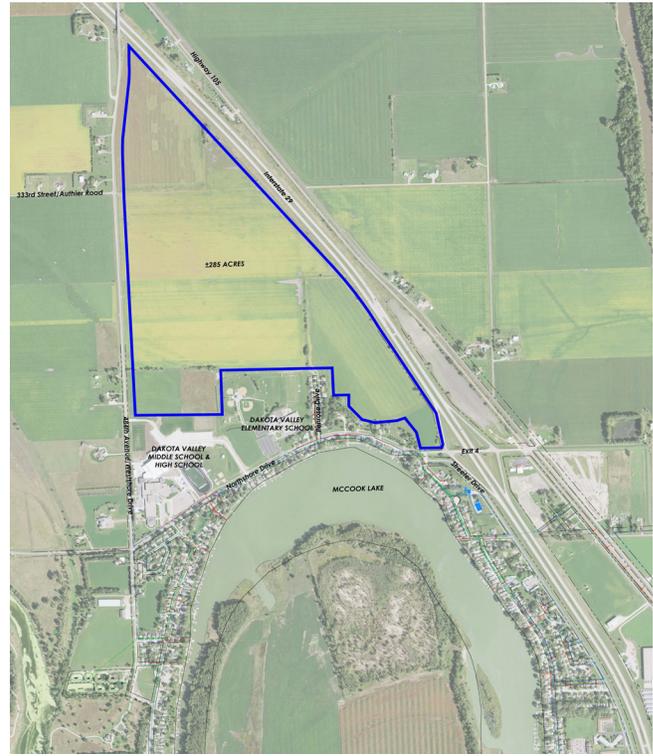
**Recommendation:** none

## Northshore Master Plan

The Northshore Master Plan consists of creating a utilities and land use master plan and final report to aid in attracting developers for the area north of Dakota Valley schools and Northshore Drive. The scope of work also includes a topographic survey of the study area, stakeholder meetings with property owners, development of two concepts, and review with City staff to select final concept and cost estimate.

**Update** | Final concepts and exhibits have been submitted and reviewed by City staff. Final concepts will be presented to City Council on July 20th.

Action | None.



## Lift Station Generators



The Lift Station Generators project consists of survey, design, bidding and construction administration services for generators at the Lakeshore Drive, Streeter Drive, Flynn Business Park, and Sioux Laundry lift stations.

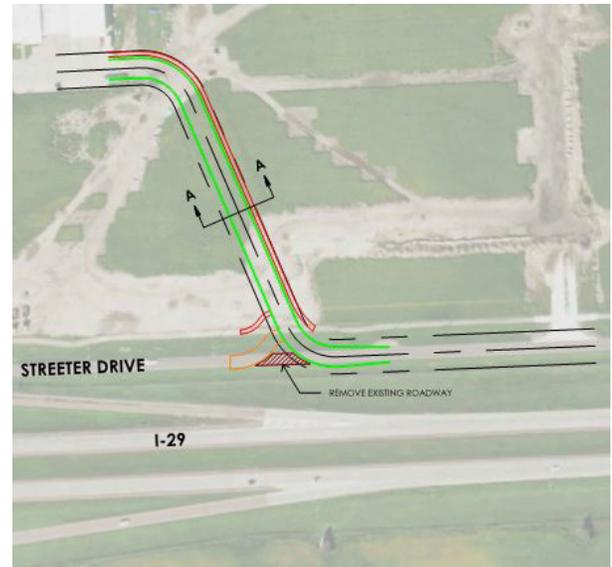
**Update** | 95% design drawings and specifications have been submitted to City Staff for review.

Action | None.

## Streeter Drive Reconstruction

Streeter Drive Reconstruction Project consists of survey, design, bidding, and construction administration and staking services to realign Streeter Drive from the connection to Sodrac Drive north approximately 800' and overlay the remainder of Streeter Drive to Northshore Drive. The scope of work also includes property owner and private utility meetings, one public meeting, and design of necessary drainage facilities.

**Update** | Stockwell Engineers provided preliminary cost estimates and exhibits for the City. SDDOT is working on putting together a funding package (currently proposing 50/50 split funding) for the City and an agreement to turn the roadway over to the City after improvements are made. Funding won't be available until 2021 for the re-alignment of Streeter Drive.



Action | None.

## Streeter Drive Mill & Overlay

Streeter Drive Mill and Overlay project extends from River Drive to Northshore Drive. The project consists of miscellaneous asphalt removal and replacement, 2" cold asphalt milling, 2" asphalt overlay, and replacement of pavement markings. The project length is approximately 10,350 feet long.

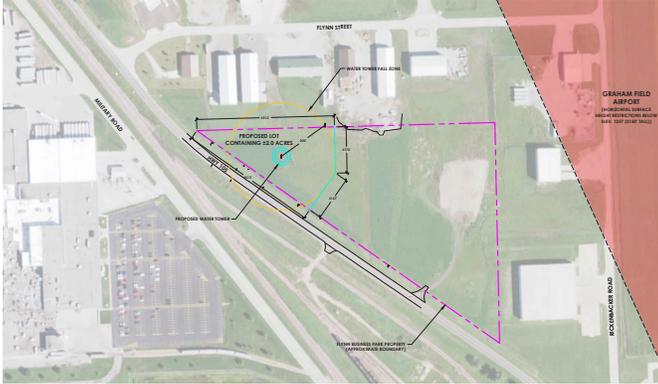
**Update** | Phase 1 construction was completed on Friday, June 26th. Stockwell issued an update letter to all the residents, landowners & businesses adjacent to the project on June 25th indicating phase 2 will begin on Monday June 29th. Traffic will be maintained one way during phase 2 construction. Phase 2 construction is progressing rapidly and is anticipated to be fully completed by July 3rd. Access to businesses and residents that front Streeter Drive will be maintained at all times during construction. Temporary arrangements will be made to those that have only a single drive. In the event that phase 2 is not completed by July 3, Streeter Drive will be opened for the holiday weekend.

SDDOT will potentially fund this project; however this is still being worked out with the SDDOT.



Action | Recommendation of approval of Pay Application # 1

## Water Study & New Water Tower



The water study consists of updating the previously prepared Preliminary Report for Water Supply Improvements. The new water tower scope of work includes a survey, geotechnical investigation, design, bidding, and construction administration services for a new 750,000-gallon water tower to be located in the Flynn Business Park.

**Update** | A site visit/investigation was conducted on June 18th. The Preliminary Report for Water Supply Improvements update is well underway, and the draft will be submitted to the City for review and comment in early August.

Action | None.

On the water tower the survey and geotechnical investigation have been completed. The 60% plans and associated cost estimate (currently \$2.7MM) will be submitted to the City for review and comment in early July. The current plan is to bid out the project in November and start construction spring of 2021.



## 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: Administration  
Date: 7/6/2020  
Re: Streeter Drive Mill and Overlay Pay Request No. 1

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**Background:** Stockwell Engineers, Inc. is submitting Pay Request #1 for the overlay project on Streeter Drive for work completed between June 22<sup>nd</sup> and June 26<sup>th</sup>.

**Financial Consideration:** \$118,486.04

**Recommendation:** Administration recommends approving Pay Request #1.



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

**Owner:** City of North Sioux City  
**Engineer:** Stockwell Engineers, Inc.  
**Contractor:** Barkley Asphalt, Inc.  
**Project:** Streeter Drive - Cold Mill & Asphalt Overlay  
**Contract:** Prime

**Owner's Project No.:** \_\_\_\_\_  
**Engineer's Project No.:** 19025  
**Contractor's Project No.:** \_\_\_\_\_

**Application No.:** One      **Application Period:** From 06/22/20 to 06/26/20      **Application Date:** 06/30/20

Item No.	Description	Plan		Total to Date		Past Application		This Application		Remarks
		Units	Quantity	Unit Price	Quantity	Earned	Quantity	Price	Quantity	
1	Mobilization	LS	1	\$25,600.00	0.7	\$17,920.00		\$0.00	0.7	\$17,920.00
2	Traffic Control	SqFt	352	\$5.00	223	\$1,115.00		\$0.00	223	\$1,115.00
3	Traffic Control Miscellaneous	LS	1	\$12,000.00	0.6	\$7,200.00		\$0.00	0.6	\$7,200.00
4	Type 3 Barricade, 8' Double Sided	Each	24	\$35.00	19	\$665.00		\$0.00	19	\$665.00
5	Saw Existing Asphalt	Ft	84	\$6.00		\$0.00		\$0.00	0	\$0.00
6	Remove Asphalt Concrete	SqYd	980	\$7.00		\$0.00		\$0.00	0	\$0.00
7	Unclassified Excavation	CuYd	475	\$22.00		\$0.00		\$0.00	0	\$0.00
8	Aggregate Base Course	Ton	700	\$24.00		\$0.00		\$0.00	0	\$0.00
9	Cold Milling Asphalt Concrete	SqYd	21405	\$2.40	6450	\$15,480.00		\$0.00	6450	\$15,480.00
10	Asphalt Concrete Composite	Ton	2355	\$84.00	661.59	\$55,573.56		\$0.00	661.59	\$55,573.56
11	Valve Box Adjustment	Each	1	\$200.00		\$0.00		\$0.00	0	\$0.00
12	Manhole Adjustment	Each	1	\$1,100.00		\$0.00		\$0.00	0	\$0.00
13	Pavement Marking Paint, 4" White	Ft	20700	\$0.20	3750	\$750.00		\$0.00	3750	\$750.00
14	Pavement Marking Paint, 4" Yellow	Ft	2590	\$0.20	938	\$187.60		\$0.00	938	\$187.60
15	Pavement Marking Paint, 24" White	Ft	20	\$10.00		\$0.00		\$0.00	0	\$0.00
16	Cold Milling Asphalt Concrete	SqYd	2800	\$2.40	2800	\$6,720.00		\$0.00	2800	\$6,720.00
17	Asphalt Concrete Composite	Ton	310	\$84.00	310	\$26,040.00		\$0.00	310	\$26,040.00
<b>Contract Totals</b>						<b>\$131,651.16</b>		<b>\$0.00</b>	<b>\$131,651.16</b>	



# Planning and Zoning MEMO

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

To: North Sioux City, City Council  
From: Jen Roupe on behalf of Gary Roan  
Date: P&Z 06/24/2020  
Re: Murphy Plat Lot 2

---

**Item B:**

MA Murphy is taking Lot 2 (est. 5 acres) and dividing it in half (est 2.5 acres each) so one parcel can be sold to a potential new business owner/operator.

**Recommendation:**

**UNAPPROVED MINUTES**  
**North Sioux City Planning Commission**  
**June 24, 2020**

The regular meeting of the North Sioux City Planning Commission was called to order by Streeter at 4:00 p.m.

Commission members present were: Carpenter, Holbrook, Linden, Olson and Streeter. Absent: Mitchell Also, in attendance were Building Inspector Gary Roan and finance assistant Jennifer Roupe.

Motion by Olson second by Holbrook to approve the agenda as presented. All members present voted aye.

Motion by Olson, second by Carpenter to approve the June 10, 2020 minutes as presented. All members present voted aye.

Plat – Craig Dam - LOT A1 ACCRETION TO DAM TRACT1, IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5<sup>TH</sup> P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA. Craig Dam provided a letter to the commission from the adjacent property owner agreeing to the east lot line on the survey. Streeter asked if the accretion land goes all the way to the water. Jeremy Lichtenberg with McLaury Engineering informed the commission that accretion land goes to a certain elevation that the state has set.

Motion by Carpenter, second by Olson to approve the Plat as presented and recommend it to City Council. All members present voted aye.

Plat – Ben Murphy/MA Murphy, LLC - LOT 2A AND LOT 2B, FLYNN TRACT 5, AND LOT 11A AND LOT 11B, FLYNN TRACT 3, IN LOTA, IN NE 1/4 , SECTION 10, T89N, R48W OF THE 5<sup>TH</sup> P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA TRACT 13 VACATIN PART OF TRACT 5, RIVERY VALLEY ADDITION. Murphy has current building on 2A and he is dividing the lot in to 2 different plats.

Motion by Holbrook, second by Linden to approve the Plat as presented and recommend it to City Council. All members present voted aye.

Plat Lakeshore Estates – ACQUISITION LOT R-2 OF LOT 8 OF LOT D, AND LAKESHORE ESTATES, FIRST ADDITION IN THE EAST ½ OF NW ¼, SECTION 15 T89N, R48W UNION COUNTY, SOUTH DAKOTA. Roan informed that this S curve with take traffic from Sodrac Dr and connect it with Streeter Dr.

Motion by Olson, second by Holbrook to approve the Plat as presented and recommend it to City Council. All members present voted aye.

Other Business: Introduction of Eric Christensen the New City Administrator. Roan updated the members about the land next to 590 Lakeshore Dr. from the previous meeting Roan informed members that a notice was sent to the land owner. Currently the land has been leveled and seeded will be done as instructed at as later time. Drainage in not an issue. Roan informed that a few new house will be in the works on Bancroft Court and Westshore Dr. in the near future. Olson asked about the house on the corner of Alcoma Dr. where a porch as removed. Roan educated that it did not have a permanent foundation and is going to be rebuilt the same size but with the correct foundation.

Update of building permits –

Kiepke, Steve 184 N Churchill Cir Pool Shed

ABS Storage 200 S Sodrac Dr Storage Unit Building

Wink, Randall 347B Lakeshore Dr Deck

Rattei, Dennis 78 Cott's Dr Deck

Szczepanik, Stan 14 Penrose Dr Fence

Motion by Olson, second by Carpenter to adjourn at 4:29 p.m. All members present voted aye.

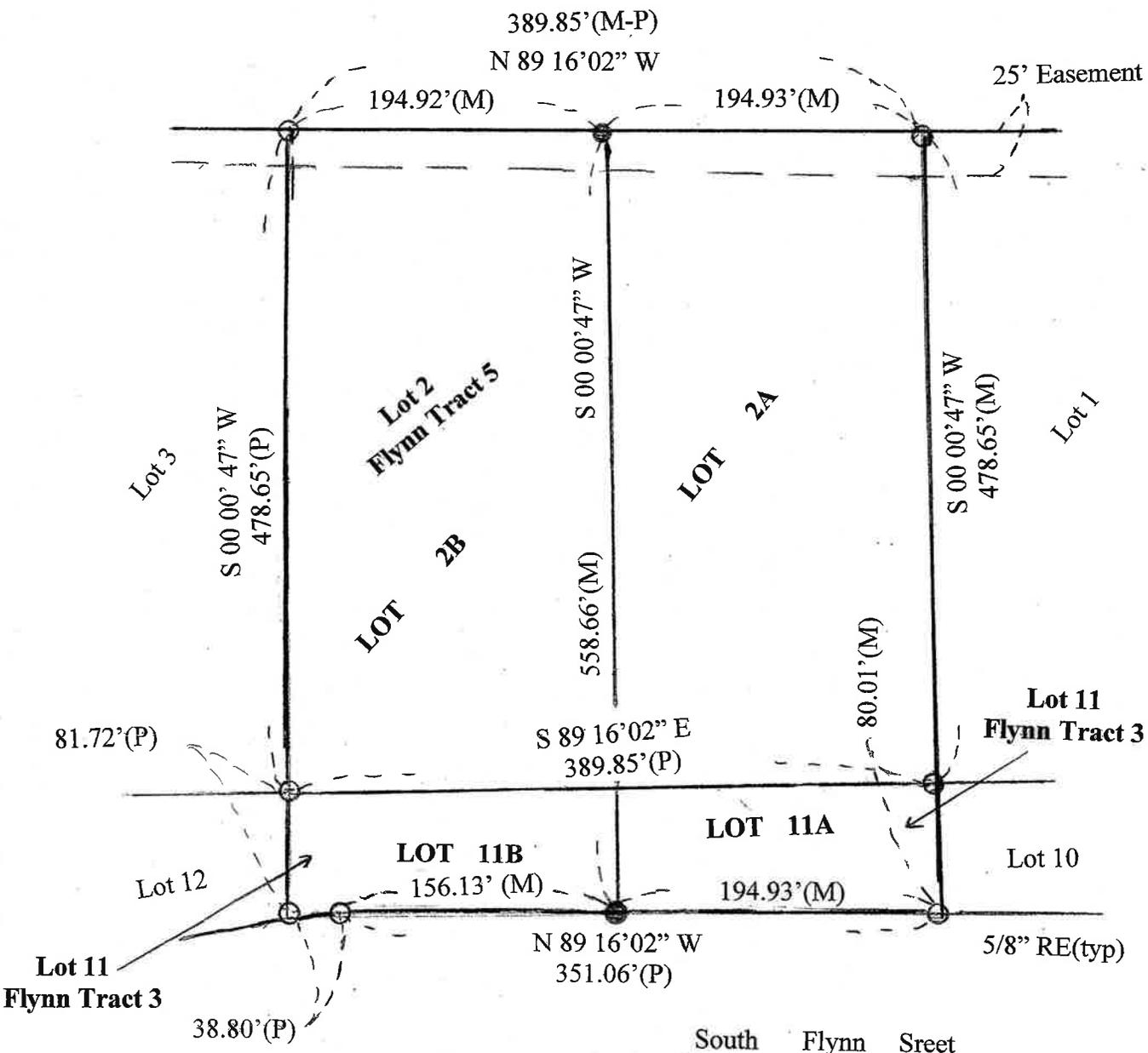
Dated this June 26, 2020

Jennifer Roupe

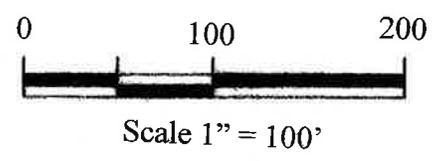
Finance Assistant

# PLAT OF SURVEY

Lot 2A and Lot 2B, Flynn Tract 5, and  
 Lot 11A and Lot 11B, Flynn Tract 3, in  
 Lot A, in NE ¼, Section 10, T89N, R48W  
 Of the 5<sup>th</sup> P.M., North Sioux City,  
 Union County, South Dakota



Radius	440.00'
Length	38.82'
Chord	38.80'
Chord Bearing	S 88 12' 20" W
Angle	05 03' 16"



Areas:	Lot 2A	2.141 Acres
	Lot 2B	2.141 Acres
	Lot 11A	0.358 Acres
	Lot 11B	0.358 Acres

### LEGEND

- FOUND PIN AS NOTED
- SET CAPPED PIN
- (R) RECORD DISTANCE
- (M) MEASURED DISTANCE

### CERTIFICATION:

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

*Jeff Smoozy* 6/11/20  
 JEFF S. SMOOZY, PLS #6012 DATE  
 LICENSE RENEWAL DATE: DEC. 31, 2024 SHEETS COVERED BY THIS SEAL 4

**S. SMOOZY SURVEYING**  
 18 ALGONA DRIVE  
 NORTH SIOUX CITY, SD 57049  
 605-238-2222

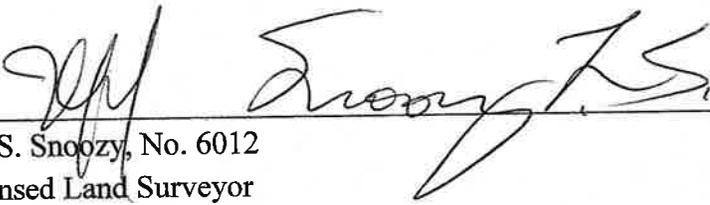
CLIENT ADDRESS:  
 SURVEYED BY: JSS  
 DRAWN BY: ANG  
 PAGE 1 OF 4

DATE:  
 DATE:  
 4

SURVEYOR'S CERTIFICATE

I, Jeff Snoozy, a Licensed Land Surveyor of the state of South Dakota, Do hereby certify that at the direction of the owners, I have surveyed Lots 2A and 2B, Flynn Tract 5, and Lots 11A and 11B, Flynn Tract 3, in Tract A, in the Northeast One Quarter in Section 10, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, and that all dimensions are correct.

Pursuant to SDCL 11-3-20.1 to 11-3-20.4, inclusive, the approval and filing of this plat vacates the following: Lot 2 of Flynn Tract 5 and Lot 11 of Flynn Tract 3 in Lot A of the Northeast One Quarter of Section 10, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, recorded in Book of Plats 31, Page 30, therein and shown of the attached plat.

  
Jeff S. Snoozy, No. 6012  
Licensed Land Surveyor

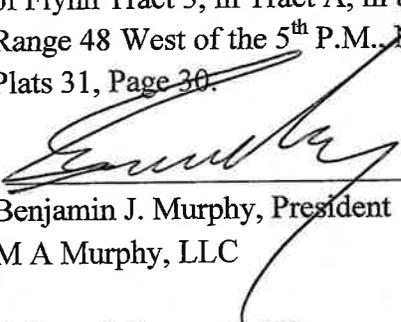
Date



OWNERS CERTIFICATE

I, the undersigned, do hereby certify that as the owner of the land in the above plat and here after described as Lots 2A and 2B, Flynn Tract 5, and Lots 11A and 11B, Flynn Tract 3, in Tract A, in the Northeast One Quarter in Section 10, Township 89 North, Range 48 West of the 5<sup>th</sup> P. M., North Sioux City, Union County, South Dakota, and that said survey and plat were made at my request and in accordance with my instructions for the purpose of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations, and that said property is free of all encumbrances.

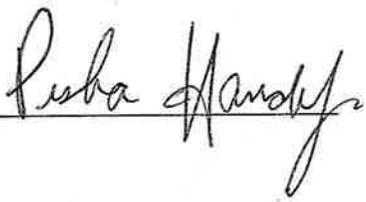
I further certify that this plat does hereby vacate the following: Lot 2 of Flynn Tract 5 and Lot 1 of Flynn Tract 3, in Tract A, in the Northeast One Quarter in Section 10, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, filed in Book of Plats 31, Page 30.

  
Benjamin J. Murphy, President  
M A Murphy, LLC

6-16-20  
Date

Acknowledgement of Owner

Be it remembered that on this 16<sup>th</sup> Day of June, 2020  
Before me, the undersigned, a Notary Public, personally appeared, Benjamin J. Murphy, known to me to be the persons described in and who executed the forgoing certificate.

My Commission Expires: 11-27-23 Notary Public: 





CERTIFICATE OF COUNTY AUDITOR:

I, the undersigned, County Auditor of Union county, Do hereby certify that the above certificate of approval is true and correct including the signature thereon.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20 20

\_\_\_\_\_  
County Auditor, Union County

CERTIFICATE OF COUNTY TREASURER

State of South Dakota, County of Union

I, the undersigned, County Treasurer of Union County, South Dakota, do hereby certify that all taxes which are liens upon the land included in this plat, are shown by the records of my office have been paid in full.

\_\_\_\_\_  
County Treasurer

\_\_\_\_\_  
Date

CERTIFICATE OF DIRECTOR OF EQUALIZATION

State of South Dakota, County of Union

I, the undersigned, Director of Equalization of Union County, South Dakota, Do hereby certify that a copy of the above plat has been filed in my office.

\_\_\_\_\_  
Director of Equalization

\_\_\_\_\_  
Date

CERTIFICATE OF COUNTY REGISTER OF DEEDS

State of South Dakota, County of Union

I, the undersigned, Register of Deeds for Union County, South Dakota, do hereby certify that that this plat has been filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and filed in book \_\_\_\_\_ of Plats on Page \_\_\_\_\_ therein.

\_\_\_\_\_  
County Register of Deeds



# Planning and Zoning MEMO

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

To: North Sioux City, City Council  
From: Jen Roupe on behalf of Gary Roan  
Date: P&Z 06/24/2020  
Re: Lot A1 Accretion to Dam Tract 1 Plat

---

**Item A:**

Reference SURVEYOR' S NOTES: 2. WHEN PLATTING ACCRECIATION/RELICTION LAND AT MCCOK LAKE, IT HAS GENERAL RULES THAT NEED TO BE ADHERED TO THAT ARE SIMILAR TO ALL RIPARIAN SURVEYS, BUT ALSO ASPECTS THAT ARE UNIQUE TO MCCOOK LAKE. ONCE YOU HAVE DEVELOPED THE ORIGINAL CORNERS OF THE PLATTED LOT (WHICH WERE ALL FOUND) YOU THEN MUST DEVELOP A "PARTITION" LINE WHICH SEPERATES ONE ACCRETION/RELICTION PARCEL FROM THE NEIGHBORING ACCRETION/RELICTION PARCEL.

THE PARTITION LINE IS ABSOLUTELY NOT AN EXTENSION OF THE BEARING OF THE ORIGINAL PROPERTY LINE. IT IS A PERPENDICULAR MEASUREMENT TO THE HIGH WATER MARK WHICH IN THE CASE OF MCCOOK LAKE, IS AN ELEVATION SET OUT AS 1091 OF NGVD 29.

**Recommendation:**

**UNAPPROVED MINUTES**  
**North Sioux City Planning Commission**  
**June 24, 2020**

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Update of building permits –

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ABS Storage 200 S Sodrac Dr Storage Unit Building

Wink, Randall 347B Lakeshore Dr Deck

Rattei, Dennis 78 Cott's Dr Deck

Szczepanik, Stan 14 Penrose Dr Fence

Motion by Olson, second by Carpenter to adjourn at 4:29 p.m. All members present voted aye.

Dated this June 26, 2020

Jennifer Roupe

Finance Assistant

6/20/2020

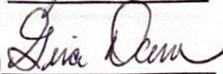
North Sioux City Planning and Zoning

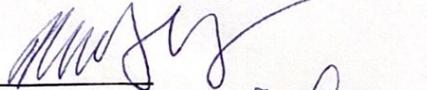
The Survey Plat of lot A1 Accretion to Dam Tract 1, in Southeast Quarter of section 4, Township 89 north, range 48 west of the 5th P.M., North Sioux City, Union County South Dakota.

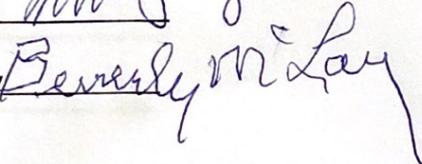
East Lot Line Agreement for Survey Plat and Accretion Ground.  
Craig and Gina Dam, owners of Lot A1. 25 Northshore Dr. McCook Lake SD. 57049, and  
Ronald and Beverly Mclay owners of 23 Northshore Dr. McCook Lake SD. 57049.

The owners of both properties agree on the east lot line of the Survey Plat.

Craig Dam 

Gina Dam 

Ronald Mclay 

Beverly Mclay 

# SURVEY PLAT

## OF LOT A1

### ACCRETION TO DAM TRACT 1, IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.

#### SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND DOES NOT PURPORT TO SHOW EASEMENTS OF RECORD, IF ANY.

2. WHEN PLATTING ACCRETION/RELICTION LAND AT MCCOOK LAKE, IT HAS GENERAL RULES THAT NEED TO BE ADHERED TO THAT ARE SIMILAR TO ALL RIPARIAN SURVEYS, BUT ALSO ASPECTS THAT ARE UNIQUE TO MCCOOK LAKE. ONCE YOU HAVE DEVELOPED THE ORIGINAL CORNERS OF THE PLATTED LOT (WHICH WERE ALL FOUND) YOU THEN MUST DEVELOP A "PARTITION" LINE WHICH SEPARATES ONE ACCRETION/RELICTION PARCEL FROM THE NEIGHBORING ACCRETION/RELICTION PARCEL.

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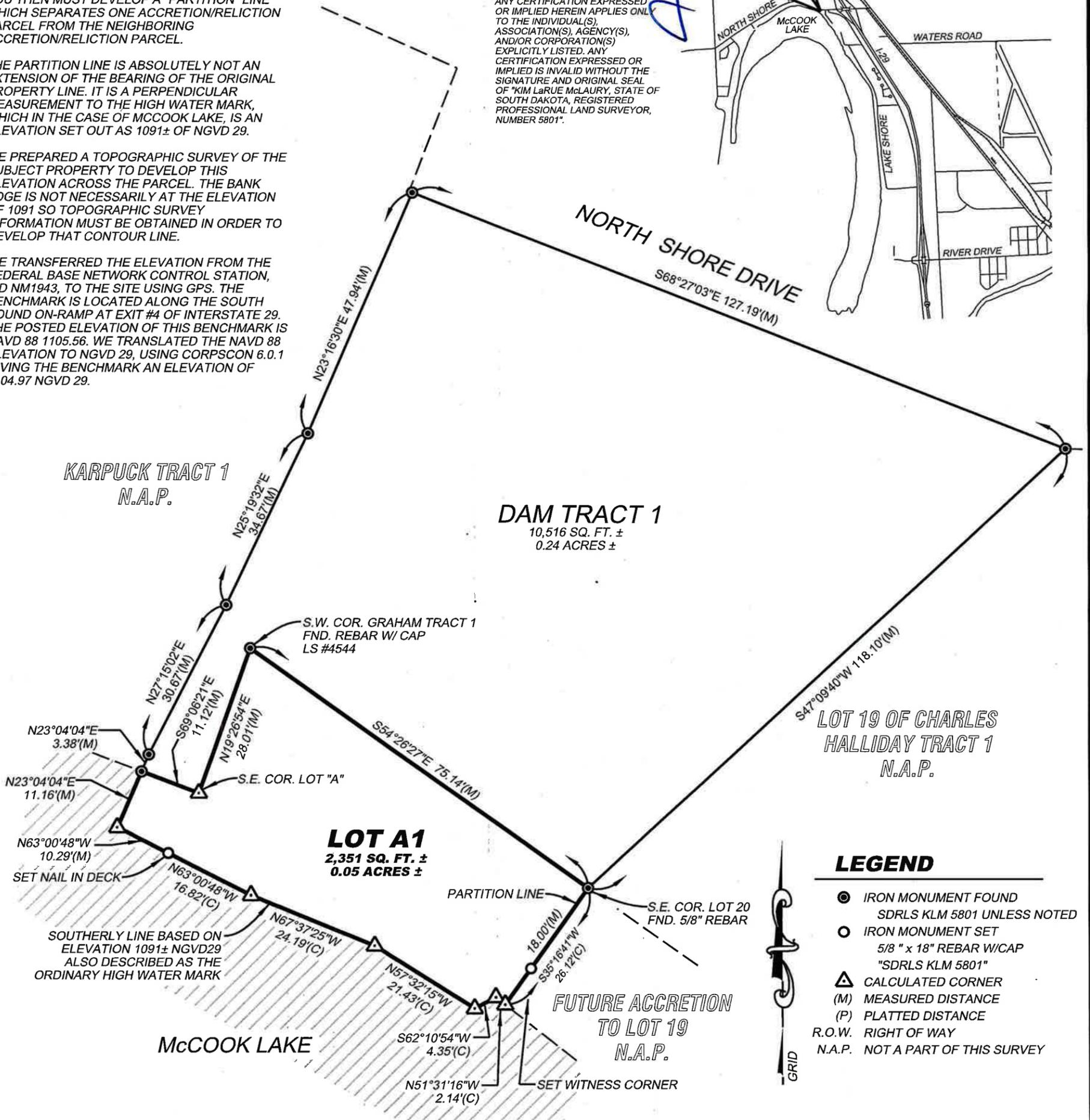
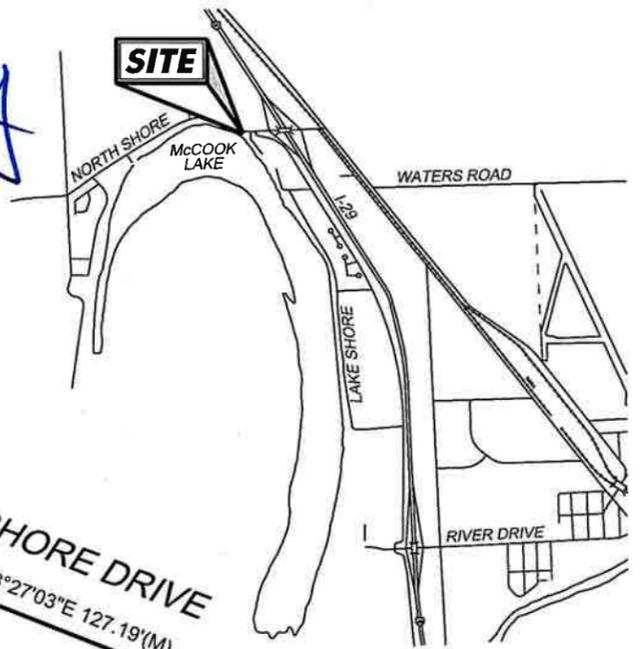
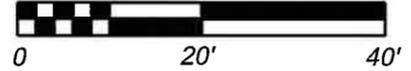
WE PREPARED A TOPOGRAPHIC SURVEY OF THE SUBJECT PROPERTY TO DEVELOP THIS ELEVATION ACROSS THE PARCEL. THE BANK EDGE IS NOT NECESSARILY AT THE ELEVATION OF 1091 SO TOPOGRAPHIC SURVEY INFORMATION MUST BE OBTAINED IN ORDER TO DEVELOP THAT CONTOUR LINE.

WE TRANSFERRED THE ELEVATION FROM THE FEDERAL BASE NETWORK CONTROL STATION, PID NM1943, TO THE SITE USING GPS. THE BENCHMARK IS LOCATED ALONG THE SOUTH BOUND ON-RAMP AT EXIT #4 OF INTERSTATE 29. THE POSTED ELEVATION OF THIS BENCHMARK IS NAVD 88 1105.56. WE TRANSLATED THE NAVD 88 ELEVATION TO NGVD 29, USING CORPSCON 6.0.1 GIVING THE BENCHMARK AN ELEVATION OF 1104.97 NGVD 29.



ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATION(S), AGENCY(S), AND/OR CORPORATION(S) EXPLICITLY LISTED. ANY CERTIFICATION EXPRESSED OR IMPLIED IS INVALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF "KIM LaRUE McLAURY, STATE OF SOUTH DAKOTA, REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5801".

SCALE: 1 INCH = 20 FEET



SURVEY CREW: JPG 03/12/20

DRAWN BY: JRL 04/21/20

PROJECT NO. 12141202

SCALE: 1" = 20'



**McLaury  
Engineering, Inc.**

P.O. BOX 1130  
118 W. MAIN STREET  
ELK POINT, SD 57025  
(605) 356-2308

PAGE 1 OF 2

# SURVEY PLAT

OF

## LOT A1

### ACCRETION TO DAM TRACT 1, IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5<sup>TH</sup> P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA

**SURVEYOR'S CERTIFICATE:**

TO: CRAIG DAM

I, KIM LaRUE McLAURY, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE DIRECTION OF CRAIG DAM, "LOT A1 ACCRETION TO DAM TRACT 1, IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA," WAS SURVEYED AND PLATTED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, FOLLOWING GENERALLY ACCEPTED PROFESSIONAL STANDARDS FOR SURVEYING AND PLATTING IN THE STATE OF SOUTH DAKOTA.

DATED THIS 21<sup>ST</sup> DAY OF APRIL 2020

*Kim L. McLaury*

REGISTERED LAND SURVEYOR - KIM L. McLAURY - SD-5801

ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATION(S), AGENCY(S), AND/OR CORPORATION(S) EXPLICITLY LISTED. ANY CERTIFICATION EXPRESSED OR IMPLIED IS INVALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF "KIM LaRUE McLAURY, STATE OF SOUTH DAKOTA, REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5801".



**OWNERS CERTIFICATE:**

I, CRAIG DAM, DO HEREBY CERTIFY THAT AS THE OWNER OF "LOT A1 ACCRETION TO DAM TRACT 1, IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA", SAID SURVEY AND PLAT WERE MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF LOCATING, MARKING, AND PLATTING THE SAME. I ALSO CERTIFY THAT ANY DEVELOPMENT OF THIS LAND WILL MEET ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS. IT IS FURTHER PROVIDED THAT ANY STREETS, ROADS, ALLEYS, AND/OR OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY, OR HAVE BEEN PREVIOUSLY, DEDICATED FOR THE PURPOSES INDICATED THEREON.

*Craig Dam*

5-26-20  
DATE

**ACKNOWLEDGMENT OF OWNER:**

STATE OF Iowa COUNTY OF Woodbury  
ON THIS THE 26 DAY OF May, 2020, BEFORE ME,  
*Craig Dam* THE UNDERSIGNED OFFICER, PERSONALLY APPEARED, *Craig Dam* KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES 11-5-2020



**NORTH SIOUX CITY PLANNING COMMISSION:**

BE IT RESOLVED BY THE NORTH SIOUX CITY PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING "LOT A1 ACCRETION TO DAM TRACT 1, IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA," BE AND THE SAME IS HEREBY APPROVED.

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CHAIRMAN PLANNING COMMISSION NORTH SIOUX CITY, SOUTH DAKOTA

**NORTH SIOUX CITY COUNCIL RESOLUTION:**

BE IT RESOLVED BY NORTH SIOUX CITY COUNCIL THAT THE ABOVE PLAT REPRESENTING "LOT A1 ACCRETION TO DAM TRACT 1, IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA," BE AND THE SAME IS HEREBY APPROVED.

I, \_\_\_\_\_, CITY FINANCE OFFICER OF NORTH SIOUX CITY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

MAYOR OF NORTH SIOUX CITY NORTH SIOUX CITY, SOUTH DAKOTA

CITY FINANCE OFFICER NORTH SIOUX CITY, SOUTH DAKOTA

**CERTIFICATE OF COUNTY TREASURER:**

STATE OF SOUTH DAKOTA - COUNTY OF UNION

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

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

COUNTY TREASURE UNION COUNTY, SOUTH DAKOTA

**CERTIFICATE OF DIRECTOR OF EQUALIZATION:**

STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, \_\_\_\_\_, DIRECTOR OF EQUALIZATION OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT.

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

DIRECTOR OF EQUALIZATION UNION COUNTY, SOUTH DAKOTA

**CERTIFICATE OF REGISTER OF DEEDS:**

STATE OF SOUTH DAKOTA - COUNTY OF UNION

FILED FOR RECORD THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AT \_\_\_ O'CLOCK \_\_\_ .M., AND RECORDED IN BOOK \_\_\_ OF PLATS ON PAGE \_\_\_ THEREIN.

REGISTER OF DEEDS UNION COUNTY, SOUTH DAKOTA

SURVEY CREW: JPG 09/02/16

DRAWN BY: JRL 4/21/20

PROJECT NO. 12200403

SCALE: NONE



**McLaury Engineering, Inc.**

PO BOX 1130  
118 W. MAIN STREET,  
NORTH SIOUX CITY,  
SD 57025  
(605) 356-2308



# Planning and Zoning MEMO

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

To: North Sioux City, City Council  
From: Jen Roupe on behalf of Gary Roan  
Date: P&Z 06/24/2020  
Re: S Curve Lot R-2 Plat

---

**Item C:**

Acquisition plat is the s-curve that will connect Streeter Drive with Sodrac Drive within Lakeshore Estates

**Recommendation:**

**UNAPPROVED MINUTES**  
**North Sioux City Planning Commission**  
**June 24, 2020**

The regular meeting of the North Sioux City Planning Commission was called to order by Streeter at 4:00 p.m.

Commission members present were: Carpenter, Holbrook, Linden, Olson and Streeter. Absent: Mitchell Also, in attendance were Building Inspector Gary Roan and finance assistant Jennifer Roupe.

Motion by Olson second by Holbrook to approve the agenda as presented. All members present voted aye.

Motion by Olson, second by Carpenter to approve the June 10, 2020 minutes as presented. All members present voted aye.

Plat – Craig Dam - LOT A1 ACCRETION TO DAM TRACT1, IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5<sup>TH</sup> P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA. Craig Dam provided a letter to the commission from the adjacent property owner agreeing to the east lot line on the survey. Streeter asked if the accretion land goes all the way to the water. Jeremy Lichtenberg with McLaury Engineering informed the commission that accretion land goes to a certain elevation that the state has set.

Motion by Carpenter, second by Olson to approve the Plat as presented and recommend it to City Council. All members present voted aye.

Plat – Ben Murphy/MA Murphy, LLC - LOT 2A AND LOT 2B, FLYNN TRACT 5, AND LOT 11A AND LOT 11B, FLYNN TRACT 3, IN LOTA, IN NE 1/4 , SECTION 10, T89N, R48W OF THE 5<sup>TH</sup> P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA TRACT 13 VACATIN PART OF TRACT 5, RIVERY VALLEY ADDITION. Murphy has current building on 2A and he is dividing the lot in to 2 different plats.

Motion by Holbrook, second by Linden to approve the Plat as presented and recommend it to City Council. All members present voted aye.

Plat Lakeshore Estates – ACQUISITION LOT R-2 OF LOT 8 OF LOT D, AND LAKESHORE ESTATES, FIRST ADDITION IN THE EAST ½ OF NW ¼, SECTION 15 T89N, R48W UNION COUNTY, SOUTH DAKOTA. Roan informed that this S curve with take traffic from Sodrac Dr and connect it with Streeter Dr.

Motion by Olson, second by Holbrook to approve the Plat as presented and recommend it to City Council. All members present voted aye.

Other Business: Introduction of Eric Christensen the New City Administrator. Roan updated the members about the land next to 590 Lakeshore Dr. from the previous meeting Roan informed members that a notice was sent to the land owner. Currently the land has been leveled and seeded will be done as instructed at as later time. Drainage in not an issue. Roan informed that a few new house will be in the works on Bancroft Court and Westshore Dr. in the near future. Olson asked about the house on the corner of Alcoma Dr. where a porch as removed. Roan educated that it did not have a permanent foundation and is going to be rebuilt the same size but with the correct foundation.

Update of building permits –

Kiepke, Steve 184 N Churchill Cir Pool Shed

ABS Storage 200 S Sodrac Dr Storage Unit Building

Wink, Randall 347B Lakeshore Dr Deck

Rattei, Dennis 78 Cott's Dr Deck

Szczepanik, Stan 14 Penrose Dr Fence

Motion by Olson, second by Carpenter to adjourn at 4:29 p.m. All members present voted aye.

Dated this June 26, 2020

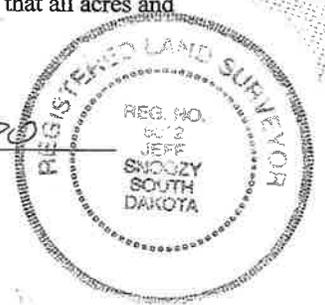
Jennifer Roupe

Finance Assistant

SURVEYOR'S CERTIFICATE

I, Jeff Snoozy, a Licensed Land Surveyor of the State of South Dakota, Do hereby certify that at the direction of the owners, I have surveyed Lot R-2 in Lot 8 of Lot D, and Lakeshore Estates, First Addition in the East One Half of the Northwest One Quarter of Setion15, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., Union County, South Dakota, and that all acres and dimensions are correct.

Jeff Snoozy 6/21/20  
Jeff S. Snoozy, No. 6012 Date  
Licensed Land Surveyor



RESOLUTION BY THE CITY COUNCIL:

Be it resolved by the City Council of North Sioux City, Union County, South Dakota, that the above plat represents Lot R-2 in Lot 8 of Lot D, and Lakeshore Estates, First Addition in the East One Half of the Northwest One Quarter in Section 15, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, and be and the same is hereby approved.

I, undersigned, City Finance Officer of the City of North Sioux City, Union County, South Dakota, do hereby certify that the above is a true and correct copy of the Resolution passed by the City of North Sioux City, Union County, South Dakota, at their regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
City Finance Officer, City of North Sioux City Mayor, City of North Sioux city

OWNERS CERTIFICATE:

I, the undersigned, do hereby certify that the owner of all the land included in the above plat of and here after described as R-2 in Lot 8 of Lot D, and Lakeshore Estates, First Addition in the East One Half of the Northwest One Quarter of Section 15, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., Union County, South Dakota, and that said plat has been made at my request and in accordance with my instructions for the purpose of transfer, and I further certify that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations, and that said property is free of all encumbrances.

Bart Connelly 6/22/20  
General Manager Date  
Lakeshore Estates, LLC

Acknowledgement of Owners

Be it remembered that on this 22 Day of June 2020.  
Before me the undersigned, a Notary Public, personally appeared, Bart Connelly,  
General Manager of Lakeshore Estates, LLC., known to me to be the person described in and who executed the forgoing certificate.



My Commission Expires: 11-27-23 Notary Public: Peshya Handy

CERTIFICATE OF COUNTY AUDITOR:

I, the undersigned, County Auditor of Union county, Do hereby certify that the above certificate of approval is true and correct including the signature thereon.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20 20

\_\_\_\_\_  
County Auditor, Union County

CERTIFICATE OF COUNTY TREASURER

State of South Dakota, County of Union

I, the undersigned, County Treasurer of Union County, South Dakota, do hereby certify that all taxes which are liens upon the land included in this plat, are shown by the records of my office have been paid in full.

\_\_\_\_\_  
County Treasurer

\_\_\_\_\_  
Date

CERTIFICATE OF DIRECTOR OF EQUALIZATION

State of South Dakota, County of Union

I, the undersigned, Director of Equalization of Union County, South Dakota, Do hereby certify that a copy of the above plat has been filed in my office.

\_\_\_\_\_  
Director of Equalization

\_\_\_\_\_  
Date

CERTIFICATE OF COUNTY REGISTER OF DEEDS

State of South Dakota, County of Union

I, the undersigned, Register of Deeds for Union County, South Dakota, do hereby certify that that this plat has been filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and filed in book \_\_\_\_\_ of Plats on Page \_\_\_\_\_ therein.

\_\_\_\_\_  
County Register of Deeds

PLANNING COMMISSION CERTIFICATE

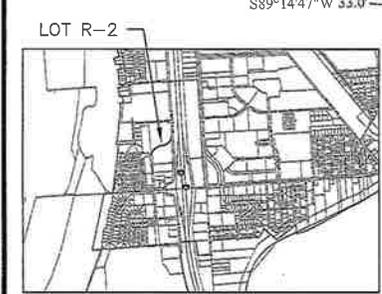
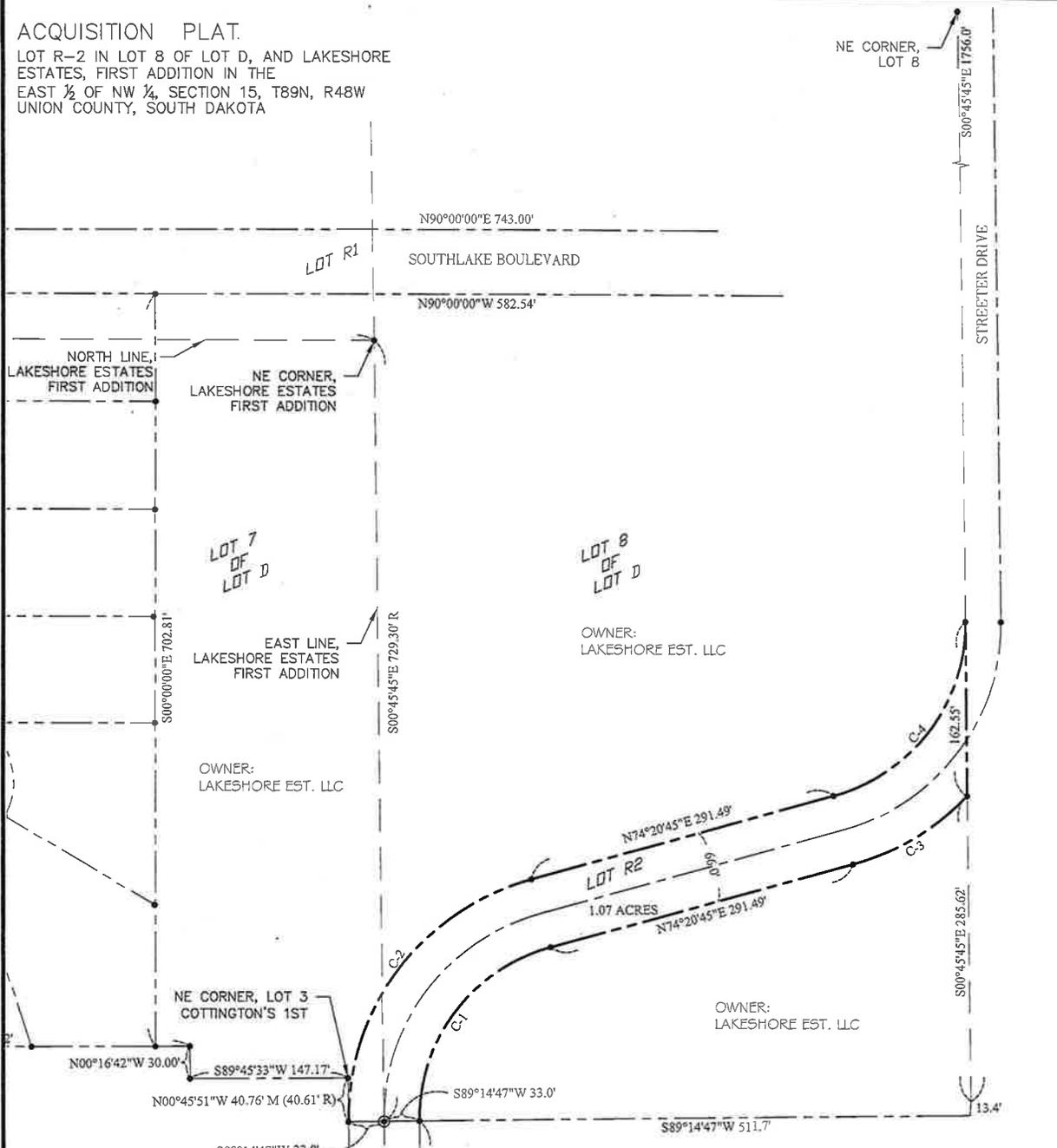
Be it resolved by the Planning Commission of North Sioux City, Union County, South Dakota, that the attached and foregoing plat of Lot,R-2 in Lot 8 of Lot D, and Lakeshore Estates,First Addition in the East One Half of the Northwest One Quarter in Section 15, Township 89 North, Range 48 West of the 5<sup>th</sup> P.M., North Sioux City, Union County, South Dakota, be and the same is true.

\_\_\_\_\_  
Chairman, Planning Commission, City of North Sioux City

\_\_\_\_\_  
Date

**ACQUISITION PLAT.**

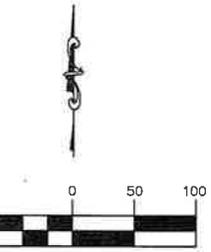
LOT R-2 IN LOT 8 OF LOT D, AND LAKESHORE ESTATES, FIRST ADDITION IN THE EAST 1/2 OF NW 1/4, SECTION 15, T89N, R48W UNION COUNTY, SOUTH DAKOTA



VICINITY MAP  
SCALE: N.T.S.

CURVE TABLE						
CURVE #	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C-1	167.00'	218.89'	128.40'	75°5'58"	N36°47'46"E	20356'
C-2	233.00'	305.40'	179.14'	75°5'58"	N36°47'36"E	284.00'
C-3	233.00'	125.53'	64.33'	30°52'8"	N58°54'41"E	124.01'
C-4	167.00'	218.91'	128.39'	75°6'30"	N36°47'30"E	203.58'

**CERTIFICATION:**  
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.  
*Jeff S. Snoozy* 6/2/20  
JEFF S. SNOOZY, PLS #6082 DATE  
LICENSE RENEWAL DATE: DEC. 31, 2021  
SHEETS COVERED BY THIS SEAL 3



- LEGEND**
- SET MONUMENT
  - FOUND MONUMENT AS NOTED
  - RECORD DISTANCE
  - MEASURED DISTANCE
  - CALCULATED DISTANCE
  - PDB POINT OF BEGINNING

S.SNOOZY SURVEYING  
706-2000  
NORTH SIOUX CITY, SD 57049  
605-262-3922  
712-281-9322

ACQUISITION PLAT  
NORTH SIOUX CITY, SOUTH DAKOTA

SURVEYED BY: JSS DATE: 02/28/20  
DRAWN BY: ANG DATE: 02/28/20  
PAGE 1 OF 3



## 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: Administration  
Date: 06/15/2020  
Re: Approval of Land Purchase - Connelly

---

**Background:** The City of North Sioux City signed a contract to acquire land from Lakeshore Estates LLC (Bart Connelly) to create a new connection between Streeter Drive and Sodrac Drive. The purchase agreement was signed by the City on May 7, 2020 but the purchase contract to acquire the land has not been formally approved.

**Financial Consideration:** \$185,000.00

**Recommendation:** Administration recommends ratifying the signed contract for the purchase of the land.

# CITY OF NORTH SIOUX CITY

Phone:  
(605) 232-4276

504 River Drive  
North Sioux City, SD 57049  
www.northsiouxcity-sd.gov



## REAL ESTATE PURCHASE AGREEMENT

The undersigned BUYER hereby offers to buy and the undersigned SELLER by their acceptance agrees to sell a portion of the real property situated in Union County, South Dakota, and legally described as:

*Lot R-2 of Lot 8 of Lot D in the East Half of the Northwest Quarter (E 1/2 NW 1/4), Section 15, Township Eighty-Nine (89) North, Range Forty-Eight (48) West, Union County, South Dakota.*

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "**Property**," upon the following terms and conditions provided BUYER, on possession, are permitted to use the Property for current use.

1. **PURCHASE PRICE.** The Purchase Price shall be One Hundred Eighty-Five Thousand and No/100 Dollars (**\$185,000.00**) and the method of payment shall be as follows: \$185,000.00 to be delivered to the SELLER at closing upon performance of SELLER'S obligations and satisfaction of BUYER'S contingencies, if any; along with the balance of the Purchase Price.

2. **REAL ESTATE TAXES.** SELLER shall pay all 2019 real estate taxes payable in 2020, and pro-rated 2020 real estate taxes payable in 2021 along with any unpaid real estate taxes payable in prior years.

3. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance.

4. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before **June 1, 2020** and any adjustments of rent, insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYER and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agrees to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession for prorated rent and deposits (if any). This transaction shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at closing from BUYER under the Agreement.

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Fax:  
(605) 232-0506

5. TITLE INSURANCE. BUYER shall promptly obtain a title insurance commitment policy. The SELLER agrees to make every reasonable effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws or standards of the state of South Dakota and any applicable Title Standards of the Bar Association of such state. Unless otherwise provided in this Agreement, upon payment in full of the purchase price, SELLER shall convey title to BUYER by Warranty Deed, free and clear of all liens, restrictions and encumbrances except as provided herein. Said title insurance costs shall be divided equally between the BUYER and the SELLER.

6. SURVEY. BUYER, at its expense prior to closing, will have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

## 7. ENVIRONMENTAL MATTERS.

A. SELLER warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, storage of hazardous wastes or substances, underground storage tanks, or any other environmental contamination, located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation, or other environmental contamination which require remediation under current governmental standards. SELLER has not produced, stored, or discharged any hazardous or toxic waste materials in violation of federal, state or local law, and has done nothing to contaminate the Property with hazardous wastes or substances and to the best of its knowledge, that there are no subsurface conditions that constitute or with the passage of time may constitute a public or private nuisance. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, underground storage tanks.

B. BUYER may at its expense, after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum in excess of \$1,000.00 to remove any

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hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYER all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

8. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement.

9. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes, other liens, and prepayment penalties, and to acquire outstanding interests, if any, of others.

## 10. REMEDIES OF THE PARTIES.

A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided under South Dakota law, and all payments made herein shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to perform this Agreement, BUYER has the right to have all payments made returned to them.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

11. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

12. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience

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504 River Drive  
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of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

13. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

14. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

15. ADDITIONAL PROVISIONS.

- a. BUYER and SELLER each agree that closing may be handled by Closing Siouxland. The closing agent's closing fees shall be split equally between SELLER and BUYER.
- b. SELLER hereby agrees to keep all terms of this Purchase Agreement confidential until the transaction becomes part of the public record.
- c. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before May \_\_\_\_, 2020, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

# CITY OF NORTH SIOUX CITY

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504 River Drive  
North Sioux City, SD 57049  
www.northsiouxcity-sd.gov

Fax:  
(605) 232-0506

Accepted this 6<sup>th</sup> day of May, 2020

Dated this 17<sup>th</sup> day of May, 2020

SELLER

BUYER

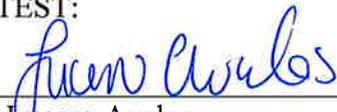
LAKESHORE ESTATES, LLC

CITY OF NORTH SIOUX CITY

  
By: Bart J. Connelly  
Its: Manager

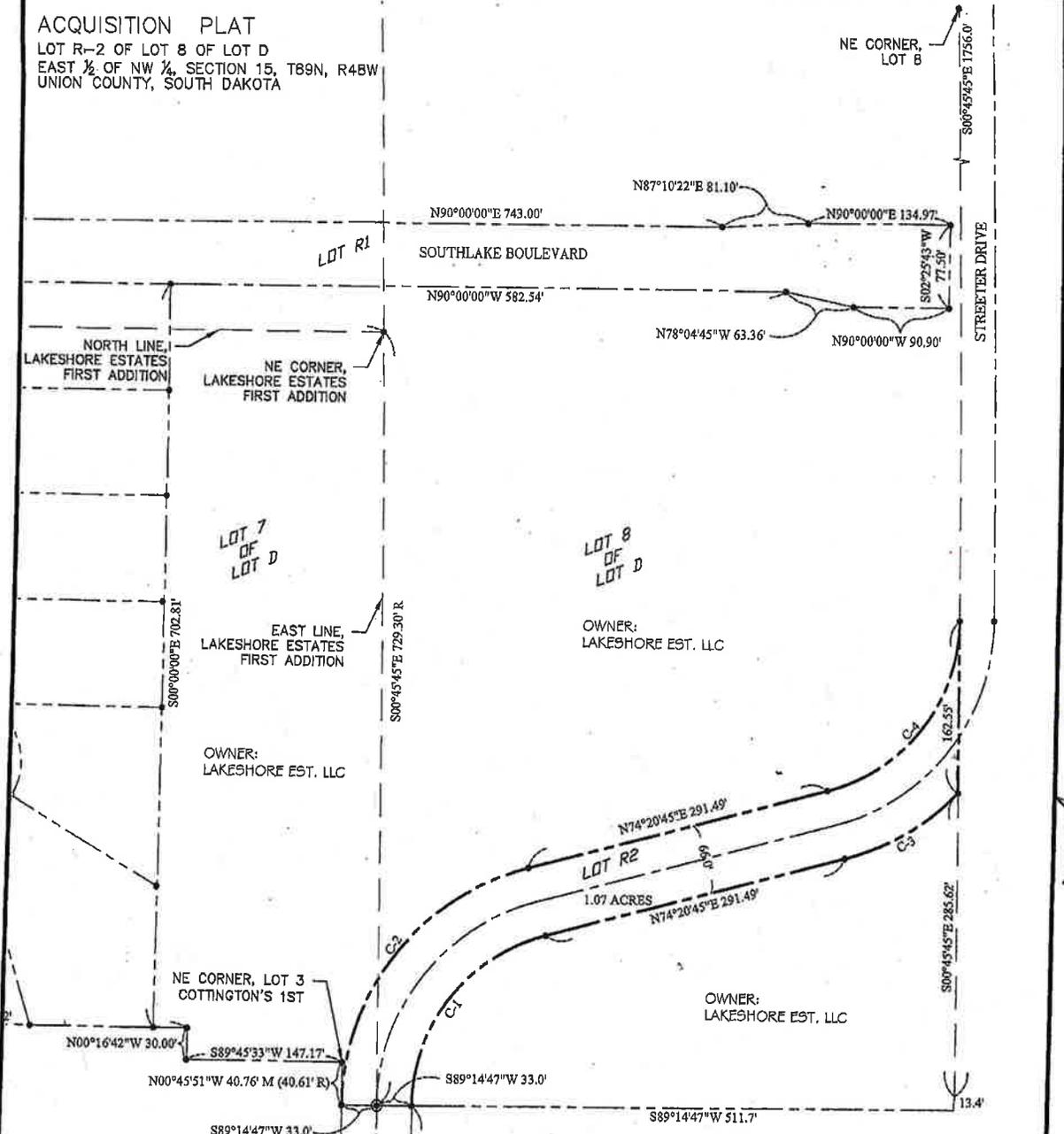
  
By: Dan Parks  
Its: Council President

ATTEST:

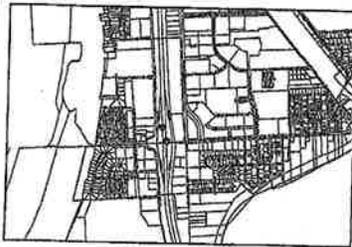
  
By: Lucero Avalos  
Its: Interim Finance Officer



**ACQUISITION PLAT**  
 LOT R-2 OF LOT 8 OF LOT D  
 EAST 1/2 OF NW 1/4, SECTION 15, T89N, R48W  
 UNION COUNTY, SOUTH DAKOTA



*BSC*  
*5/6/20*  
*DEP*  
*5/7/20*



**VICINITY MAP**  
 SCALE: N.T.S.

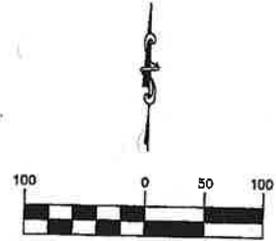
CURVE TABLE						
CURVE #	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C-1	167.00'	218.89'	128.40'	75°5'58"	N36°47'46"E	203.56'
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C-3	233.00'	125.53'	64.33'	30°52'8"	N58°54'41"E	124.01'
C-4	167.00'	218.91'	128.39'	75°6'30"	N36°47'30"E	203.58'

**LEGEND**

- SET MONUMENT
- FOUND MONUMENT AS NOTED
- Ⓞ RECORD DISTANCE
- Ⓜ MEASURED DISTANCE
- Ⓞ CALCULATED DISTANCE
- PDB POINT OF BEGINNING

**CERTIFICATION:**  
 I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYER UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

JEFF S SNOOZY, PLS #6012 DATE \_\_\_\_\_  
 LICENSE RENEWAL DATED DEC. 31, \_\_\_\_\_  
 SHEETS COVERED BY THIS SEAL \_\_\_\_\_



SCALE: 1" = 100'

**S. SNOOZY SURVEYING**  
 19 ALABAMA DRIVE  
 NORTH SIOUX CITY, SD 57049  
 605-892-0008  
 718-241-9700

**ACQUISITION PLAT**  
 UNION COUNTY, SOUTH DAKOTA

SURVEYED BY: JSS DATE: 02/28/20  
 DRAWN BY: ANG DATE: 02/28/20  
 PAGE 1 OF 1



## 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: Administration  
Date: 06/15/2020  
Re: Approval of Land Purchase - Cropley

---

**Background:** The City of North Sioux City acquired land from Dean & Lesa Cropley to extend Lakeshore Drive South for the Lakeshore Addition. The contract to acquire the property was signed on May 5, 2020 but the contract was not formally approved. The plat for the Lakeshore Addition was approved on May 18, 2020.

**Financial Consideration:** Land was purchased for \$40,000 pursuant to an independent appraisal completed in 2019.

**Recommendation:** Administration recommends ratifying the signed contract for the purchase of the land.

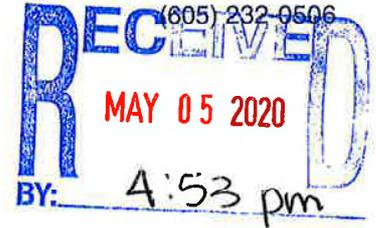
# CITY OF NORTH SIOUX CITY

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(605) 232-4276

504 River Drive  
North Sioux City, SD 57049  
www.northsiouxcity-sd.gov

Fax:

(605) 232-0506



## REAL ESTATE PURCHASE AGREEMENT

The undersigned BUYER hereby offers to buy and the undersigned SELLERS by their acceptance agrees to sell a portion of the real property situated in Union County, South Dakota, adjacent to as 721 Lakeshore Dr., North Sioux City, South Dakota 57049 and legally described as:

*Lot C-2, of Remaining Lot C, Gov't Lot One (1), Section Fifteen (15), Township Eighty-Nine (89) North, Range Forty-Eight (48) West, of the 5<sup>th</sup> P.M., Union County, South Dakota*

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, are permitted to use the Property for current use.

1. PURCHASE PRICE. The Purchase Price shall be Forty Thousand and No/100 Dollars (**\$40,000.00**) and the method of payment shall be as follows: \$40,000.00 to be delivered to the SELLERS at closing upon performance of SELLERS' obligations and satisfaction of BUYER'S contingencies, if any; along with the balance of the Purchase Price.

4. REAL ESTATE TAXES. SELLERS shall pay all 2019 real estate taxes payable in 2020, and pro-rated 2020 real estate payable in 2021 along with any unpaid real estate taxes payable in prior years.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agrees to maintain existing insurance.

4. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before **May 31, 2020** and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYER and vacation of the Property by SELLERS, but prior to possession by BUYER. SELLERS agrees to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession for prorated rent and deposits (if any). This transaction shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at closing from BUYER under the Agreement.

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5. TITLE INSURANCE. BUYER shall promptly obtain a title insurance commitment policy. The SELLERS agree to make every reasonable effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws or standards of the state of South Dakota and any applicable Title Standards of the Bar Association of such state. Unless otherwise provided in this Agreement, upon payment in full of the purchase price, SELLERS shall convey title to BUYER by Warranty Deed, free and clear of all liens, restrictions and encumbrances except as provided herein. Said title insurance costs shall be paid by the BUYER.

Further, SELLERS may be parties to pending litigation relating to real estate immediately east and adjacent to the above described Property. If SELLERS are successful in their adverse possession claim, they hereby agree to transfer to the BUYER at no additional cost the real estate immediately east and adjacent to the above Property in order to complete the east half of the street right of way of approximately thirty (30) feet in width.

6. SURVEY. BUYER, at its expense prior to closing, will have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

### 7. ENVIRONMENTAL MATTERS.

A. SELLERS warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, storage of hazardous wastes or substances, underground storage tanks, or any other environmental contamination, located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation, or other environmental contamination which require remediation under current governmental standards. SELLERS has not produced, stored, or discharged any hazardous or toxic waste materials in violation of federal, state or local law, and has done nothing to contaminate the Property with hazardous wastes or substances and to the best of its knowledge, that here are no subsurface conditions that constitute or with the passage of time may constitute a public or private nuisance. SELLERS warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, underground storage tanks.

B. BUYER may at its expense, after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the

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Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLERS is required to expend any sum in excess of \$100.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYER all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS'S right to cancel this transaction as provided above.

8. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYER by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement.

9. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes, other liens, and prepayment penalties, and to acquire outstanding interests, if any, of others.

## 10. REMEDIES OF THE PARTIES.

11. If BUYER fails to timely perform this Agreement, SELLERS may forfeit it as provided under South Dakota law, and all payments made herein shall be forfeited; or, at SELLERS'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fails to perform this Agreement, BUYER has the right to have all payments made returned to them.

C. BUYER and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

11. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

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12. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

13. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

14. **CERTIFICATION.** BUYER and SELLERS each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

15. **ADDITIONAL PROVISIONS.**

- a. **PRIVATE SEPTIC TANK AND LEACH FIELD.** If necessary, BUYER agrees to pay for the installation of a cap on the end of the drain field pipe if said pipe is damaged by construction. SELLERS shall be allowed to use the current private septic system through its useful life.
- b. BUYER and SELLERS each agree that closing may be handled by Union County Abstract and Title Company. The closing agent's closing fees shall be split equally between SELLERS and BUYER.
- c. **ACCEPTANCE.** When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before May 5, 2020, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

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Accepted this 5<sup>th</sup> day of May, 2020

Dated this 5<sup>th</sup> day of May, 2020

SELLERS

BUYER

Dean W. Cropley  
Dean W. Cropley

Lesa A. Cropley  
Lesa A. Cropley

CITY OF NORTH SIOUX CITY

[Signature]  
By: Dan Parks  
Its: Council President

ATTEST:

[Signature]  
By: Lucero Avalos  
Its: Interim 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: Administration  
Date: 06/15/2020  
Re: Letters of Interest – Ward 4

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**Background:** The council seat vacated by Rodd Slater when he was appointed Mayor is still not filled. The City is in receipt of 2 letters of interest from residents interested in filling the seat

**Financial Consideration:** none

**Recommendation:** Administration recommends reviewing the letters of interest and, if the Council finds a suitable candidate, selecting one to fill the vacancy.