



North Sioux City, South Dakota
Regular Meeting of the City Council
May 16, 2016 – 7:00 p.m.
City Hall

PROPOSED AGENDA

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Approval of Minutes: May 2, 2016, Regular Meeting
- F. Agenda Items
 - 1. Presentation of Plaque – Recognition of Kelly Kruthoff
 - 2. Proclamation of Appreciation – Al Leber
 - 3. Casey’s Lift Station Bid Announcement
 - 4. Malt Beverage License Renewals
 - 5. Fireworks License Application
 - 6. Resolution 2016-01 - Flynn Annexation Petition
 - 7. Ordinance 2016-04 – Fireworks Ordinance First Reading
 - 8. Ordinance 2016-05 – Trees and Shrub First Reading
 - 9. Resolution 2016-02 - 2nd Amendment Tax Increment District #2
 - 10. Discussion on Ordinance 6.12.160 – Housing of Certain Animals
 - 11. Surplus Property
 - 12. Council Meeting Schedule – July 4, September 5, December 26, January 2
- G. Community and Council Input
- H. Executive Session*
 - 1. Personnel
- I. Approval of Bills
- J. Adjournment

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

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
May 2, 2016

Meeting called to order at 7:02 p.m. by Mayor Fredericksen. Beavers, Berg, Christiansen, Cropley (7:17), Parks, Slater, Reiff and Verdoorn were present. Also in attendance were City Attorney Darrell Jesse, City Administrator Ted Cherry and Finance Officer Susan Kloostra.

Mayor Fredericksen led the Pledge of Allegiance.

Motion by Reiff second by Parks to approve the agenda as presented. Unanimous.

Motion by Beavers second by Verdoorn to approve the April 18, 2016 Regular Council Meeting Minutes. Unanimous.

Elected officials took their oath of office as administered by Finance Officer Susan Kloostra. They were: Harold Beavers (Ward 1), Dan Parks (Ward 2), Doug Berg (Ward 3), Tammy Reiff (Ward 3) and Joan Christiansen (Ward 4).

Mayor Fredericksen requested nominations for the council president position. Motion by Christiansen second by Beavers to nominate Parks as president. Motion by Christiansen second by Reiff to cease nominations. Unanimous. Vote to elect Parks as president was Unanimous. Mayor Fredericksen then requested nominations for the vice president position. Motion by Christiansen second by Reiff to nominate Beavers as vice president. Motion by Christiansen second by Slater to cease nominations. Unanimous. Reiff made the motion to elect Beavers as vice president, second by Parks. Unanimous.

Mayor Fredericksen presented his recommendations to the Council for the municipal appointments. Motion by Christiansen second by Reiff to approve the appointment of Darrell Jesse as City Attorney and Sabrina Sayler as Assistant City Attorney. Unanimous. Motion by Christiansen to approve the appointment of Ted Cherry as City Administrator. Motion seconded by Reiff. Unanimous. Christiansen made a motion seconded by Berg to approve the appointment of Rich Headid as Chief of Police. Unanimous. Motion by Parks second by Christiansen to approve the appointment of Susan Kloostra as Finance Officer. Unanimous.

Fireworks Applications were presented to Council. Motion by Beavers second by Verdoorn to approve the application for Lantis Fireworks. Unanimous. Reiff made the motion, seconded by Verdoorn, to approve Zorts Power Source, Inc.'s fireworks application. Unanimous.

Ted Cherry shared with the Council new information from City Attorney Darrell Jesse regarding the Friends of the Library Endowment Request and pledge commitments. Friends of the Library members were not in attendance. Discussion was held. Cherry recommended to support the Friends request to donate a portion of the remaining pledge monies collected toward the endowment, and release the remaining funds to the City. Motion by Slater to authorize the Friends of the Library to contribute \$8,922, bringing the endowment balance to \$10,000, and the remaining pledge contributions balance of \$24,668.84 be turned over to the City to offset the costs of the library. Berg seconded the motion. Unanimous.

The second reading of Ordinance 2016-01 to amend 13.04.230 Billing cycle, disconnection water fee, reconnection water fee was read. Motion by Cropley second by Parks to approve the amended ordinance. Unanimous.

PROPOSED ORDINANCE 2016-01

AN ORDINANCE AMENDING THE CITY OF NORTH SIOUX CITY CODE OF ORDINANCES TITLE 13 PUBLIC SERVICES, CHAPTER 13.04 WATER SERVICES SYSTEM, TO CHANGE BILLING CYCLE AND PROVIDE AND CHANGE FEES AND FINES FOR VIOLATIONS.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 13, Chapter 13.04 be amended as set forth below.

13.04.230 Billing cycle, disconnection water fee, reconnection water fee

A. All commercial and residential water bills are due when the invoice is issued by the City. Water meter readings will be taken on approximately the 18th (eighteenth) of each month. If the bill is not paid by the 15th of each month the bill will be considered delinquent. A late charge of 10% (ten percent) of the unpaid balance will be assessed to the user account after the 15th (fifteenth) day of the month. After the 15th (fifteenth) of each month the City reserves the right to discontinue water service to the delinquent customer by shutting the water off at the curb cock, after forwarding the customer a written notice of termination. The shut off day will be the 26th (twenty sixth) of each month. If the 26th (twenty sixth) of the month falls on a weekend or holiday the shut off date will be the next working business day of the City. A twenty-five dollar (\$25.00) disconnect fee shall be charged to the individual for each instance the City discontinues water service and shall immediately be charged to the individual.

B. If a commercial or residential water service is discontinued for non-payment of the utility bill the water service will be reconnected only after the following conditions have been met:

1. The account has been paid in full and there remains no balance due.
2. The deposit for the customer has been paid to the City as listed in section 13.04.270 of the City of North Sioux City code of ordinances. The deposit will be waived if the city already has a deposit on file.
3. A Twenty Five Dollar (\$25.00) reconnect fee has been paid to the city.
4. Water service will be restored only during the normal business hours. For services to be reconnected after 4:00 p.m., or not during normal business hours or days, the customer will be charged an additional fee of Seventy-five Dollars (\$75.00) for reestablishing service. This Seventy-five Dollar (\$75.00) fee will be assessed to the next month's utility bill.
5. No person shall turn on water service to any premises from which water has been turned off as provided for in this section, without written authority from the City water and sewer department. If it is necessary to dig up the curb stop or shut off water for non-payment of the water bill, the cost of such work may be added to the water bill in addition to all other charges set forth in this ordinance.
 - i If, after shut off for non-payment, a water service has any usage (water running through meter) without the consent of the city a One Hundred Dollar (\$100.00) fine will be assessed on the next month's utility bill. Any water usage shall also be billed at the regular rate to the water service.
6. Payments made to the City can be either hand delivered to City Hall or mailed to 504 River Drive, North Sioux City, South Dakota 57049.

C. Each individual account will be given two (2) exemptions per calendar year from having their water service disconnected. Each individual account holder has the responsibility of requesting an exemption before the twenty sixth (26th) of the month. The City will internally track this information on exemption requests. If an exemption request is granted the individual account holder is still responsible for paying all late fees associated with not paying their bill by the fifteenth (15th) of the month.

Dated at North Sioux City, South Dakota this 2nd day of May, 2016

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

By: _____
Randy Fredericksen, Mayor

ATTEST;

By: _____

Susan Kloostra, Finance Officer

First Reading: April 18, 2016
Second Reading: May 2, 2016
Publish: May 12, 2016
Effective Date: August 1, 2016

The second reading of Ordinance 2016-02 to amend 13.12.050 Billing Cycle and Penalties was read. Motion by Cropley second by Parks to approve the amended ordinance. Unanimous.

PROPOSED ORDINANCE 2016-02

AN ORDINANCE AMENDING THE CITY OF NORTH SIOUX CITY CODE OF ORDINANCES TITLE 13 PUBLIC SERVICES, CHAPTER 13.12 WATER TREATMENT USER CHARGE, TO CHANGE BILLING CYCLE AND PROVIDE AND CHANGE FEES AND FINES FOR VIOLATIONS.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 13, Chapter 13.12 be amended as set forth below.

13.12.050 Billing Cycle and Penalties

A. Users shall be billed monthly. Payments are due when the billings are made, and are due by fifteenth (15th) of each month or it shall be considered delinquent.

B. If the bill is not paid by the 15th of each month the bill will be considered delinquent. A late charge of 10% (ten percent) of the unpaid balance will be assessed to the user account after the 15th (fifteenth) day of the month.

Dated at North Sioux City, South Dakota this 2nd day of May, 2016

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

By: _____
Randy Fredericksen, Mayor

ATTEST;

By: _____
Susan Kloostra, Finance Officer

First Reading: April 18, 2016
Second Reading: May 2, 2016
Publish: May 12, 2016
Effective Date: August 1, 2016

The second reading of Ordinance 2016-03 to amend 8.04.030 Containers Required and 8.04.060 Cost--How Collected were read. Motion by Cropley second by Parks to approve the amended ordinance. Unanimous.

PROPOSED ORDINANCE 2016-03

AN ORDINANCE AMENDING THE CITY OF NORTH SIOUX CITY CODE OF ORDINANCES TITLE 8 HEALTH AND SAFETY, CHAPTER 8.04 GARBAGE COLLECTION, TO CHANGE CONTAINER REQUIREMENTS AND COST—HOW COLLECTED.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 8, Chapter 8.04 be amended as set forth below.

8.04.030 Containers required.

A. Every householder or occupant of a family domestic unit and every commercial establishment shall provide himself, herself, or itself, with one or more covered, fly-tight containers provided with bales or handles to receive all garbage, waste materials, rubbish, and yard waste which may accumulate between the times of collection. All garbage and wet rubbish shall be drained and wrapped before deposited into the containers.

B. All garbage, rubbish, and waste material must be containerized in garbage bags or factory garbage cans not to exceed ninety-six (96) gallons, and shall be kept in a suitable location, if so desired, which shall be located on the premises adjacent to an alley bordering on the premises, and so as to be accessible from the alley adjoining the premises, but if no alley borders the premises or such alley is impassable, then such containers shall be kept in a suitable rack adjacent to a street bordering on the premises, and so as to be accessible from the street adjoining the premises; garbage cans and waste material containers shall be so placed that collectors of garbage do not have to carry such cans or containers for a distance of more than twenty (20) feet. No garbage truck shall be required to use any private driveway in collection of garbage under the provisions of this chapter.

C. All commercial establishments, such as hotels, boarding houses, boarding houses, restaurants, lunchrooms, bars, drug stores, trailer courts, tourist courts, grocery stores, and all other commercial and business establishments, and educational facilities or institutions within this city having garbage, rubbish, waste material, or yard waste to dispose of, shall provide one or more fly-tight containers of the size hereinbefore provided to receive all of the refuse which may accumulate between the times of collection. These containers shall be so located at the rear of the building or property using the same as to be easily accessible to the collector and shall be constructed that they may be easily emptied completely and easily cleaned thoroughly. Dry rubbish when stored inside private business establishments, need not be deposited in a container.

D. All garbage containers shall be ninety-six (96) gallons in size. Senior residents are allowed to use thirty-five (35) gallon containers.

8.04.060 Cost--How collected.

A. The cost of collection and disposal of garbage, rubbish, and waste materials from family domestic units as defined in this chapter, shall become a charge against each family domestic unit of each dwelling and shall be payable monthly, together with charges made by the city for water services furnished by the city to each such family domestic unit. A fair and reasonable charge for the collection of the contents from each family domestic unit shall be set by the common council.

B. In the event that the commercial and business establishment and educational facility or institution fails to provide for the collection and disposition of garbage, rubbish, waste materials, or yard waste as provided in Section 8.04.050, the mayor, with the approval of the common council shall provide for the collection and disposition thereof at a cost of the collection to be assessed against and collected from such commercial and business establishments and educational facility or institution for each time such collection and disposition is made.

C. All residential garbage bills are due when the invoice is issued by the City. Individual account holder garbage bills will be mailed by the first (1st) of each month. If the bill is not paid by the 15th of each month the bill will be considered delinquent. A late charge of 10% (ten percent) of the unpaid balance will be assessed to the user account after the 15th (fifteenth) day of the month.

D. The cost of collection shall be set by resolution by the common council.

Dated at North Sioux City, South Dakota this 2nd day of May, 2016

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

By: _____

ATTEST;

By: _____
Susan Kloostra, Finance Officer

First Reading: April 18, 2016
Second Reading: May 2, 2016
Publish: May 12, 2016
Effective Date: August 1, 2016

Ordinance No. 2016-04, an amendment to Chapter 5.16 Fireworks Sales and Use. Motion by Cropley to waive reading the ordinance, second by Parks. Unanimous. Kloostra reported the amendment was primarily to correct submission dates to coincide with sales dates previously amended. Discussion was held. Slater recommended the clarification of the definitions under 5.16.010. Consensus was to continue with a one-time annual fee. Motion by Christiansen second by Beavers to table the first reading, make the discussed changes for the June 6 council meeting. Unanimous.

Sealed bids were received and opened on April 28 for the Library surplus Nooks. Parks made the motion to reject the bids as they did not meet the required bid amount. Reiff seconded the motion. Unanimous

	Nook 1st Generation	Nook Color	Nook Color HD
BIDDER	BID	BID	BID
Lucero Avalos	\$ -	\$ -	\$ 30.00
Susan Kloostra	\$ -	\$ 20.00	\$ -

Community/council input:

- 1) Public Works Superintendent Tim Hogan reported on the Lakeshore Lift Station. Due to the rain, and high ground water levels, the Suncoast and Lakeshore Lift Stations were working at least three times harder. By today, they were back to normal. There had been a concern that KOA camper caps were off and contributing to the situation. Hogan spoke to them over the weekend.
- 2) Reiff expressed her appreciation to attend the Siouxland/Washington Conference last month. Felt it was a very important event and going forward North Sioux should be prepared to take items key for South Dakota.
- 3) Mayor Fredericksen asked Hogan about a potential hole in a field out at Flynn. Hogan will look into it.

Motion by Beavers second by Verdoorn for the approval of bills as presented. Unanimous.

BGN INC	\$13,291.00	FINAL BILLING - 924 & 908 HARVEST BEND
BOMGAARS	\$566.83	SPRAYPAINT (9), SAWZALL BLADE (2)
BUELL WINTER MOUSEL & ASSOC	\$82,313.87	APR 2015 ENGINEERING FEES
C. W. SUTER SERVICES INC	\$1,591.12	NEW CONTROLLER, DA SENSOR
CHERRY, TED	\$12.60	MILEAGE REIMBURSEMENT
CRARY, HUFF, INKSTER, SHEEHAN,	\$4,128.75	APR 2016 LEGAL FEES
ELECTRIC INNOVATIONS	\$1,630.00	MAY 2016 TECH SUPPORT
FERGUSON WATERWORKS #2516	\$5,136.79	PRO USG T10 METER (20)
GATEWAY ENGINEERING INC	\$2,836.00	REPAIR - SEWER PUMP ASSEMBLY
ICMA MEMBERSHIP RENEWALS	\$572.00	CITY MGR ASSOC ANNUAL MEMBERSHIP
INGRAM LIBRARY SERVICES	\$664.28	BOOKS (58), DVD (3)
JACK'S UNIFORMS & EQUIPMENT	\$502.35	CLOTHING ALLOWANCE (3)
JAN'S PRINTING	\$155.90	WINDOW ENVELOPES
JANITOR DEPOT, INC.	\$519.30	DOME TOP LID (4), TOWEL (2 CS)
JENSEN SPRINKLER	\$2,099.03	START UP SPRINKLER SYSTEM
JOHNSON FEED, INC.	\$413.35	TRANSMISSION FLUID (2), AXLE SHAFT
KEVIN O'DELL ELECTRIC, INC.	\$4,891.70	I-29 POLE REPAIR & REPLACEMENT
KMEG-TV	\$600.00	ADVERTISING 03/28-04/24
KPTH	\$642.00	ADVERTISING 04/04-04/24
LYLE SIGNS, INC	\$60.00	TRAFFIC FLAGS (12)
MB CLEANING	\$1,680.00	CLEANING - (4)

MJ MINOR UTILITY CONTRACTOR	\$8,611.64	PUMPED OUT TANKS AT WATER PLANT
NSC/DV RECREATION COMPLX	\$5,684.82	DONATION FOR DV REC COMPLEX FENCE
IOWA OFFICE SUPPLY, INC	\$83.08	HANGING FOLDERS (3 BX), BINDERS (15)
ONE OFFICE SOLUTION	\$3,656.82	STACK CHAIRS (70), FILE DRAWER (3)
PRESTO-X	\$260.06	APR 2016 PEST CONTROL- (4)
GARY ROAN	\$1,120.00	MAR-APR 2016 INSPECTIONS (16)
ROUPE, JENNIFER	\$4.96	WATER BOTTLES REIMBURSEMENT
SD GOV'T FINC OFFICERS' ASSOC	\$75.00	REGISTRATION - 2016 FINANCE OFFICER
SD GOVT HUMAN RESOURCE ASSOC	\$50.00	REGISTRATION - SD GOVERNMENTAL HR
SD DEPT OF REVENUE	\$195.00	03/18-04/16 -- BOD, SOLIDS
SIOUX CITY FENCE	\$63.07	TOP RAIL - 3 DOCK PARTS
STRUCTURAL CONCRETE INC.	\$26,795.16	WESTSHORE RECONSTRUCTION PROJECT
UNION CO. REGISTER OF DEEDS	\$2.00	ROW EASMENT COPIES
VERNON LIBRARY SUPPLIES, INC	\$102.98	BAR CODE PROTECTORS

As required by SDCL 6-1-10, the following is a list of the April 2016 payroll by department:

Finance/Admin	\$23,560.74
Council	\$23,600.00
Library	\$7,641.36
Police	\$48,182.46
Public Works	\$33,628.14

Motion by Beavers second by Verdoorn to adjourn at 8:15 p.m. Unanimous.

Approved

Randy Fredericksen, Mayor

Attested

Susan Kloostra, Finance Officer

**PROCLAMATION OF APPRECIATION TO AL LEBER
FOR HIS 48 YEARS OF SERVICE IN EDUCATION**

NORTH SIOUX CITY, SOUTH DAKOTA CITY COUNCIL

MAY 16, 2016

WHEREAS, Al Leber began his career working for the United States Army as a Chaplain's Assistant before his transition to the education field; and

WHEREAS, Al continued his career as a teacher, coach, assistant principal, and principal in Council Bluffs, Iowa, Albia, Iowa, and Vermillion, South Dakota; and

WHEREAS, Al has been the Superintendent of the Dakota Valley School District for the past seventeen years; and

WHEREAS, during his tenure at the Dakota Valley School District, Al has had significant involvement in the improvement of the educational standards, facility improvements, and athletic standards of the Dakota Valley School District, and

WHEREAS, Al has had a positive influence on the City of North Sioux City, The Dakota Valley School District, and numerous students and is held in high regard by his peers, staff members, friends, and community for his leadership, expertise, and commitment to educational standards;

NOW THEREFORE BE IT RESOLVED, that due to his passion for education and the community of North Sioux City, the North Sioux City City Council hereby extends its appreciation to Al Leber for his forty-eight years of service to education and seventeen years of service to the Dakota Valley School District and the citizens of North Sioux City and wishes him continued success in his future endeavors and retirement.

Lesla Croyley – Councilmember

Harold Beavers – Councilmember

Joanie Christiansen – Councilmember

Dan Parks – Council Member

Doug Berg – Councilmember

Clarence Verdoorn – Councilmember

Tammy Reiff – Councilmember

Rodd Slater – Councilmember

Randy Fredericksen - Mayor



City Council MEMO

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

To: North Sioux City City Council
From: Ted Cherry – City Administrator
Date: May 16, 2016
Re: Casey's Lift Station Bid Approval

Background: The Casey's lift station does not have the capacity to maintain the current housing influx that is planned to happen over the next few years. After speaking Greg Meyer some improvements can be made increase the capacity of the lift station. These improvements would need to be done before some future housing growth can happen.

The current maximum capacity of the Casey's Lift Station is approximately 120gpm. Updates to the system will bring this up to 250gpm. Improvements would include new motors, pumps, and updates to the electrical.

Improvements were budgeted for in FY2016

Financial Consideration: Engineering and design costs for Greg Meyer at Buell, Winter, MouseI

Recommendation: Approval to move forward with designing the project and creating a bid packet.

CITY OF NORTH SIOUX CITY
2016-2017 Malt Beverage License Renewals

	Owner Name	License Numbers
1	Bet On Brown, Inc. (Freeway, Goode To Go)	RB-2142, RB-2365, RB-2605, RB-2852, RB-2873, RB-2877, RB-2886, RB-2890, RB-2891, RB-3535
2	Brown Aces (Sugar Daddy's)	RB-2264, RB-2904, RB-2928
3	Eric's Casino, Inc. (Eric's Casino)	RB-2874
4	Four Horsemen, LLC (Triple Crown Casino)	RB-2867, RB-3585
5	Glass Slipper, Inc. (The Glass Palace)	RB-2912
6	She Be, Inc. (Beano & Sherry's)	RB-2387, RB-2404, RB-2452, RB-2469, RB-2470, RB-2494, RB-2566, RB-2879, RB-2988, RB-2892, RB-2910, RB-3669
7	Sky JC, Inc. (Skyline)	RB-2887, RB-2901
8	Zort Bros, Inc. (Zort's Prime Time)	RB-2256, RB-2422, RB-2425, RB-2438, RB-2878



RETAIL FIREWORKS PERMIT APPLICATION
2016 CALENDAR YEAR

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

Name of Applicant: BROWN ACES (DBA) BIG SIOUX FIREWORKS
Business Name: BIG SIOUX FIREWORKS
Mailing Address: BOX 1757 N. SIOUX CITY SD 57049
Applicant Phone Number: 712-251-8165
Business Location: 100 1/2 MILITARY RD N. SIOUX CITY SD 57049
Business Phone Number: 712-251-8165
Legal Description: NE 1/4 OF OUTLET 5 BOAT LOT 2 SECTION 14 T89N/R48 WEST OF THE 5TH PM. N. SIOUX CITY, SD. UNION

- License Type: [] Special Retail Fireworks (out-of-state residents only sales) Valid: May 1 - July 5
[X] Retail Fireworks (general sales) Valid: June 27 - July 5
[] Optional Retail Fireworks (out-of-state residents only sales) Valid: July 6 - August 3
[] Retail Fireworks (general sales) Valid: Dec 28 - Jan 1

SD Permit No. (attach copy):
SD Sales Tax No. (attach copy): 1011-0854-ST

Chapter 5.16 Fireworks Sales and Use, Codification of Ordinances of the City of North Sioux City, South Dakota, requires a retailer's permit for sales at retail of "Permissible Fireworks" within the corporate limits of said City.

Fireworks may be sold only at such times as allowed by the State of South Dakota (SDCL 34-37).

\$1,250.00 for each retail fireworks license requested. The person receiving a retailer's permit shall in all respects obey all laws of South Dakota.

The undersigned applicant certifies, that he/she has received copies of City Ordinance Chapter 5.16 Sections 5.16.010 through 5.16.170 inclusive, and that he/she will comply with these ordinances, furthermore he/she will be at all times in compliance with all other City ordinances.

5/11/16 Date
[Signature] Signature

FOR OFFICE USE ONLY

RECEIVED BY DATE CHECK/MONEY ORDER #



City Council MEMO

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

To: North Sioux City City Council
From: Ted Cherry – City Administrator
Date: May 16, 2016
Re: Resolution 2016-01 – Flynn Annexation Petition

Background: The North Sioux City Economic Development Corporation and Eugene and Cheryl Flynn have signed a petition for the City to annex in 7.32 acres of real property. All three parties are still listed as owners because the deed is still held in escrow until 2019.

This property is currently contiguous to the City of North Sioux City's boundaries and the owners are voluntarily asking for this property to be annexed to the City. Due to the nature of this annexation the only state law governing this is the petition that is needed. This is attached for your reference. All voters and owners in the property area have signed the petition.

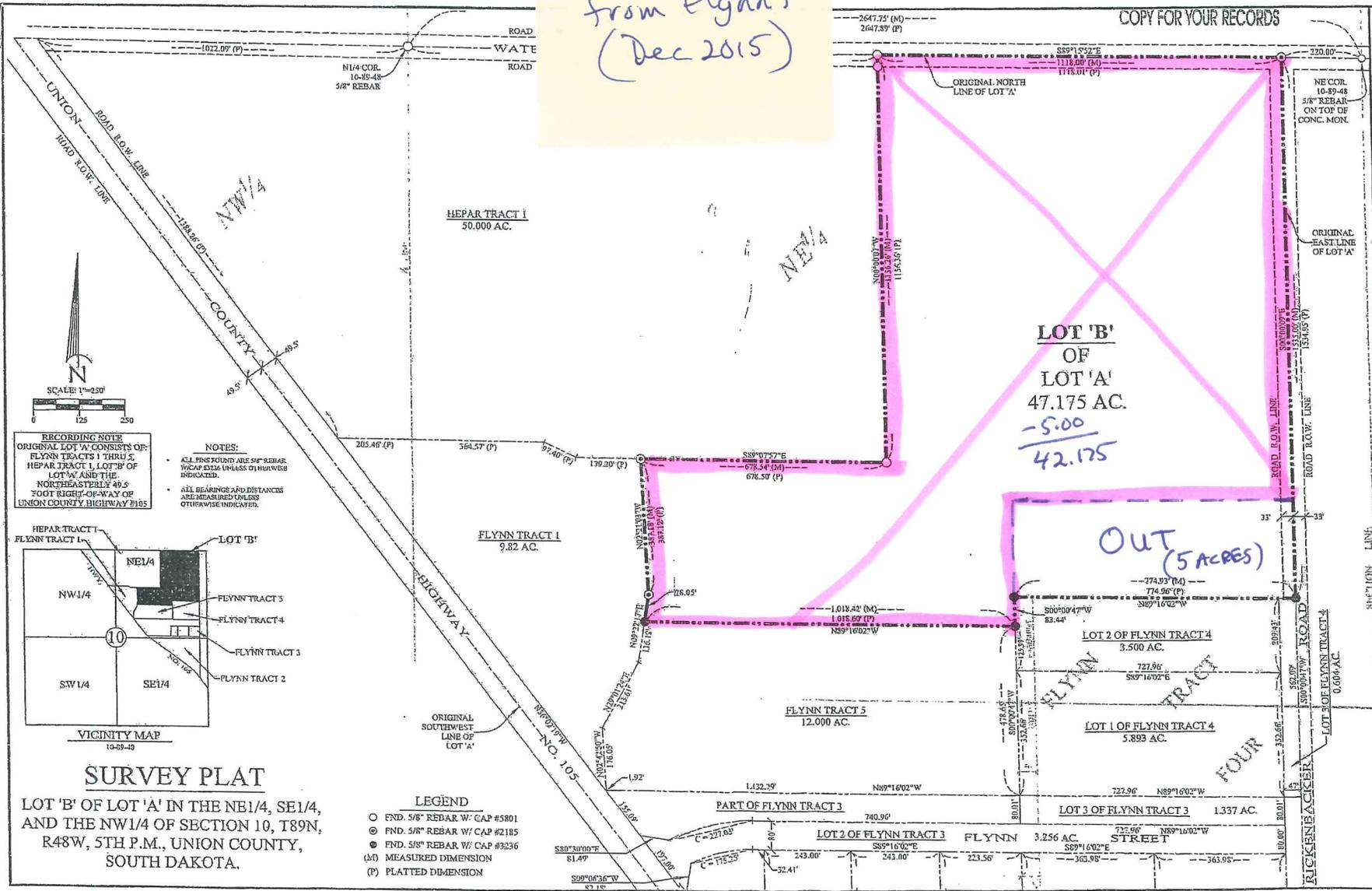
Annexation by petition can be done if "the petition is signed by not less than three-fourths of the registered voters and by the owners of not less than three-fourths of the value of the territory sought to be annexed". SDCL 9-4-1

Financial Consideration: Costs of filing with the County Register of Deeds and Assessors offices.

Recommendation: Approval of Resolution 2016-01 annexing in real property in the Flynn district to the City of North Sioux City

Bought by NSCEDC
From Elyan's
(Dec 2015)

COPY FOR YOUR RECORDS



SURVEY PLAT
LOT 'B' OF LOT 'A' IN THE NE1/4, SE1/4, AND THE NW1/4 OF SECTION 10, T89N, R48W, 5TH P.M., UNION COUNTY, SOUTH DAKOTA.

SCALE: 1"=250'

DATE: 5-03-12
DWG. NO.: 12-124 NSC
PROJECT: #12-124
CLIENT: NORTH SPOKES CITY

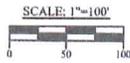
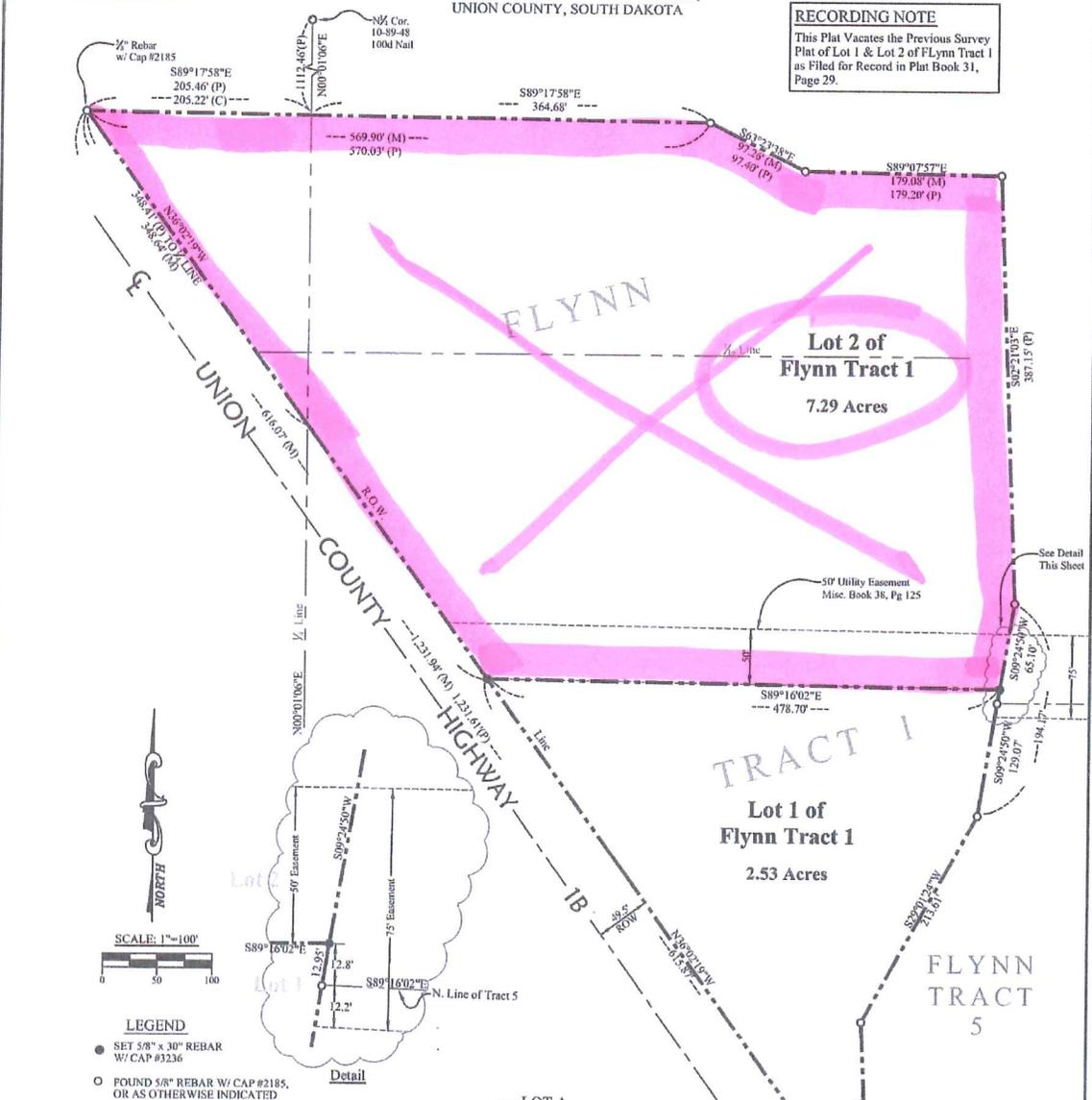
FRONTIER CONSULTANTS, INC.

New Homestead
 Area Plat
 (Lot 2 bought by
 NSCEDC)
 (Lot 1 still owned by
 Flynn's)

RE-PLAT
 OF
 LOTS 1 & 2 OF FLYNN TRACT 1

BEING A PART OF LOT A IN
 SECTION 10, T89N, R48W OF THE 5TH P.M.,
 UNION COUNTY, SOUTH DAKOTA

RECORDING NOTE
 This Plat Vacates the Previous Survey
 Plat of Lot 1 & Lot 2 of Flynn Tract 1
 as Filed for Record in Plat Book 31,
 Page 29.



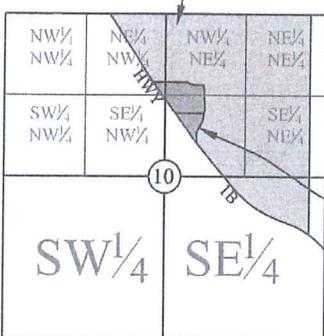
- LEGEND**
- SET 5/8" x 30" REBAR W/ CAP #3236
 - FOUND 5/8" REBAR W/ CAP #2185, OR AS OTHERWISE INDICATED
 - (P) PLATTED DISTANCE
 - (M) MEASURED DISTANCE
 - (C) CALCULATED DISTANCE

NOTES:
 ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE INDICATED.

Acres Break-down

Lot 1
 SW 1/4 NE 1/4 - 2.93 AC.

Lot 2
 NE 1/4 NW 1/4 - 0.62 AC.
 SE 1/4 NW 1/4 - 0.94 AC.
 NW 1/4 NE 1/4 - 2.85 AC.
 SW 1/4 NE 1/4 - 3.78 AC.



VICINITY MAP
 10-89-48

FRONTIER CONSULTANTS, INC.
 410 E. Jefferson St.
 Elk Point, SD 57025-0822
 PH: 877-356-3077 (WATS) PH: 712-259-0483

DATE : 12-10-15
 DWG : Flynn - Union
 PROJECT : #15-122
 CLIENT : NSCEDC-Flynn
 CONTACT : Greg Meyer
 BY : Gregg Strusschein, PLS
 REVISED :

RE-PLAT
 LOTS 1 & 2 OF FLYNN TRACT 1
 BEING A PART OF LOT A IN
 SECTION 10, T89N, R48W OF THE 5TH P.M.,
 UNION COUNTY, SOUTH DAKOTA
 SHEET 1 OF 2 715-122



City Council MEMO

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

To: Mayor Fredericksen
Council Members
From: Susan Kloostra
Date: 5/13/2016
Re: Fireworks Licenses / Ordinance Changes

Background: Ordinance 5-16. Fireworks Sale and Use.

As requested by council, the ordinance has been updated and only the sections with changes have been included in this document.

1. Wording has been changed giving clear direction when to apply for the license.
2. Safety requirement for fire extinguishers was incorrect, per Fire Chief Pappas.
3. Recommended changes in public displays section 5.16.100 have been removed, and the original language remains.
4. Added a new section differentiating between public displays for which the city council approves and for which the Fire Chief approves (Section 5.16.105).

Based on the comments from the council meeting, the fireworks application form has been modified. Previously we did not have a wholesale license application as stated in our ordinance.

Financial Consideration: No cost to correct ordinance.

Recommendation: A motion to approve the waiving of reading the ordinance and a motion to approve the first reading to include any changes as directed by council.

/srk

PROPOSED ORDINANCE 2016-04

AN ORDINANCE AMENDING TITLE 5 BUSINESS LICENSES AND REGULATIONS CHAPTER 5.16 FIREWORK SALES AND USE.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 5, Chapter 8.04 be amended as set forth below.

Chapter 5.16

FIREWORKS SALES AND USE

Sections:

- 5.16.020 License required for retail sale fireworks.**
- 5.16.030 License required for wholesale sale of fireworks.**
- 5.16.050 Safety requirements.**
- 5.16.090 State licenses.**
- 5.16.100 Public displays.**
- 5.16.105 Professional public displays.**
- 5.16.110 Discharge of fireworks.**
- 5.16.160 Discharge limitations.**

5.16.020 License required for retail sale fireworks.

It is unlawful for any person to sell, hold for sale or offer for sale as a retailer within the city limits any permissible fireworks unless such person has first obtained a retail fireworks license from the city. Application forms for such license shall be obtained ~~upon request~~ from the city finance officer and shall be presented when completed to the city finance officer. Applications must be received before the first day of April of the calendar year for which the license is in effect, or within thirty (30) days prior to the sales period commencing. ~~not later than the commencement of the regular meeting of the city council on the first Monday of June. Upon the filing of any application, the applicant shall pay to the city a fee~~ The application form shall be accompanied by a certified check or bank draft payable to the city, in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) for each retail fireworks license. (Ord. 364 § 2, 2002)

5.16.030 License required for wholesale sale of fireworks.

It is unlawful for any person to sell, hold for sale or offer for sale as a wholesaler within the city limits any permissible fireworks unless such person has first obtained a wholesale fireworks license from the city. Applications must be received before the first day of April of the calendar year for which the license is in effect, or within thirty (30) days prior to the sales period commencing. Upon the filing of any application, the applicant shall pay to the city a fee ~~Application forms for such license may be obtained upon request from the city finance officer and shall be presented when complete to the city finance officer not later than the commencement of the regular meeting of the city council on the first Monday of June. The application form shall be accompanied by a certified check or bank draft payable to the city,~~ in the amount of one thousand two hundred fifty dollars (\$1,250.00) for each wholesale fireworks license. (Ord. 364 § 3, 2002)

5.16.050 Safety requirements.

C. Each licensee shall keep and maintain upon his or her premises ~~a~~ fire extinguishers in accordance with the applicable laws and regulations of the state of South Dakota.

5.16.090 State licenses.

All holders of retail ~~licenses~~ or wholesale licenses as set out above must also obtain a license as a retailer or as a wholesaler from the state of South Dakota prior to applying for a license from the City. (Ord. 364 § 8, 2002)

5.16.100 Public displays.

Nothing in this chapter shall prohibit the use or public display of fireworks of any description provided that any individual or group of individuals, associations or organization making such public display of fireworks shall first secure a written permit so to do from the common council of the city and shall have purchased fireworks for such display from a licensed wholesaler or licensed retailer licensed under the laws of the state of South Dakota. (Ord. 364 § 9, 2002)

5.16.105 Professional public displays.

Professional or commercial special fireworks display shall first secure a permit to do so from the Fire Chief of the North Sioux City Fire Department (Dakota Valley Fire District). Application forms shall be obtained from the North Sioux City Fire Department. Purchased fireworks for such display must be from a licensed wholesaler or licensed retailer licensed under the laws of the state of South Dakota and shall comply with all applicable laws and regulations as stated in SDCL 34-36 and SDCL 34-37. (Ord. 364 § 9, 2002)

5.16.160 Discharge limitations.

At every purchase point of any retail establishment covered under this chapter, shall prominently display signs ~~shall be prominently displayed~~ informing the purchaser of the discharge limitations as set forth in Sections 5.16.080 through 5.16.120 and the penalties for violation thereof. (Ord. 364 § 15, 2002)

PROPOSED ORDINANCE 2016-04

AN ORDINANCE AMENDING TITLE 5 BUSINESS LICENSES AND REGULATIONS CHAPTER 5.16 FIREWORK SALES AND USE.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 5, Chapter 8.04 be amended as set forth below.

Chapter 5.16

FIREWORKS SALES AND USE

Sections:

- 5.16.020 License required for retail sale fireworks.**
- 5.16.030 License required for wholesale sale of fireworks.**
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It is unlawful for any person to sell, hold for sale or offer for sale as a wholesaler within the city limits any permissible fireworks unless such person has first obtained a wholesale fireworks license from the city. Applications must be received before the first day of April of the calendar year for which the license is in effect, or within thirty (30) days prior to the sales period commencing. Upon the filing of any application, the applicant shall pay to the city a fee. in the amount of one thousand two hundred fifty dollars (\$1,250.00) for each wholesale fireworks license. (Ord. 364 § 3, 2002)

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All holders of retail or wholesale licenses as set out above must also obtain a license as a retailer or as a wholesaler from the state of South Dakota prior to applying for a license from the City. (Ord. 364 § 8, 2002)

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Nothing in this chapter shall prohibit the use or public display of fireworks of any description provided that any individual or group of individuals, associations or organization making such public display of fireworks shall first secure a written permit so to do from the common council of the city and shall have purchased fireworks for such display from a licensed wholesaler or licensed retailer licensed under the laws of the state of South Dakota. (Ord. 364 § 9, 2002)

5.16.105 Professional public displays.

Professional or commercial special fireworks display shall first secure a permit to do so from the Fire Chief of the North Sioux City Fire Department (Dakota Valley Fire District). Application forms shall be obtained from the North Sioux City Fire Department. Purchased fireworks for such display must be from a licensed wholesaler or licensed retailer licensed under the laws of the state of South Dakota and shall comply with all applicable laws and regulations as stated in SDCL 34-36 and SDCL 34-37. (Ord. 364 § 9, 2002)

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At every purchase point of any retail establishment covered under this chapter, shall prominently display signs informing the purchaser of the discharge limitations as set forth in Sections 5.16.080 through 5.16.120 and the penalties for violation thereof. (Ord. 364 § 15, 2002)



ANNUAL FIREWORKS PERMIT APPLICATION

YEAR CALENDAR YEAR

(Expires January 2 of following year)

ANNUAL FEE: \$1,250.00

LICENSE TYPE: [] Retail [] Wholesale

Name of Applicant: _____

Applicant Phone No.: _____

Owner Name: _____

Business Name/dba: _____

Mailing Address: _____

Business Location: _____

Legal Description: _____

Business Phone No.: _____

Retail Sales Dates: [] May 1 – Jul 5 Special Retail Fireworks (out-of-state residents only sales)

[] Jun 27 – Jul 5 Retail Fireworks (general sales)

[] Jul 6 – Aug 3 Optional Retail Fireworks (out-of-state residents only sales)

[] Dec 28 – Jan 1 Retail Fireworks (general sales)

Business Phone No.: _____

SD Permit No. _____ [] Copy Attached

SD Sales Tax No. _____ [] Copy Attached

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

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

Date

Signature

FOR OFFICE USE ONLY

RECEIVED BY _____ DATE _____ CHECK/MONEY ORDER # _____



City Council MEMO

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

To: North Sioux City City Council
From: Ted Cherry – City Administrator
Date: May 16, 2016
Re: Ordinance 2016-05 – Tree and Shrubs

Background: There is currently not an ordinance in place which regulates the height trees must be trimmed above sidewalks and streets. There is also not an ordinance which prohibits plantings that may cause sight issues at intersections.

Ordinance 2016-05 would overcome both of these issues and give the city a remedy in situations where it is occurring.

The height of branches is a safety concern for those citizens walking on sidewalks and taller vehicles driving on streets. Sightlines at intersections is important to be able to see oncoming traffic.

Financial Consideration: Publishing costs for the North Sioux City Journal

Recommendation: Staff recommends approval of the first reading of Ordinance 2016-05

PROPOSED ORDINANCE 2016-05

AN ORDINANCE AMENDING THE CITY OF NORTH SIOUX CITY CODE OF ORDINANCES TITLE 8 HEALTH AND SAFETY, ADDING CHAPTER 8.08.055 TITLED TREES, SHRUBS, AND VEGETATION.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 8 of the North Sioux City Code of Ordinances shall be amended to add Chapter 8.08.055 titled Trees, Shrubs, and Vegetation.

8.08.055 Trees, Shrubs, and Vegetation

- A. The occupant or owner of any premises abutting upon any street, road, or alley shall keep all trees upon the premises or between the same and the center of the adjoining streets so trimmed that no bough or branch thereof shall hang lower than 8 feet above the surface of the sidewalk and 16 feet above the surface of the street, road or alley thereon.
- B. No person shall plant, maintain, or permit to grow upon the premises any tree, shrubbery, or vegetation in such way as to obstruct the view of the drivers of vehicles approaching within 50 feet of any street intersection.
- C. Notice to Abate and Abatement by City. The Finance Officer or his or her designee may cause a Notice to Abate Nuisance to be served, by posting of notice on such property within view of the public or upon the property owner who fails to trim trees or shrubs. Upon failure, neglect or refusal of any owner, agent or occupant so notified to comply with said notice within seven (7) days thereof, the Finance Officer or his or her designee is hereby authorized and empowered to provide for the cutting, destroying, or removal of the bough, branch, vegetation, or shrub. The City may defray the cost of the work, including administrative costs, by special assessment against the property as set out in Section 8.08.040(D).

Dated at North Sioux City, South Dakota this 6th day of June, 2016

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

By: _____
Randy Fredericksen, Mayor

ATTEST;

By: _____
Susan Kloostra, Finance Officer

First Reading: June 6, 2016
Second Reading: June 20, 2016
Publish:
Effective Date:



City Council MEMO

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

To: North Sioux City City Council
From: Ted Cherry – City Administrator
Date: May 16, 2016
Re: 2nd Amendment to Tax Increment District #2

Background: Tax Increment District (TID) #2 was created to provide a monetary incentive to the developers of River Valley to construct infrastructure for the development of commercial and residential property. This property is currently being developed today and a number of homes have been built or are currently under construction.

The 2nd Amendment in question changes the makeup of the original TID. The original plan allowed for \$700,000 in tax increment repayment, and this amendment does not change the financial aspects of the TID in any way.

Below is a list of major changes to the TID with this amendment

- The original TID agreement called for a minimum of 40% of the square footage of developable land be used for commercial and retail businesses, with 30% of that 40% being building footprint. This amendment deletes that requirement. The developer will no longer have a requirement on the percentage of property for commercial or the footprint requirement.
- The size of the commercial and retail footprint will now be approximately between 16.5% and 27.8% depending on how the developer utilizes tract 5
- Tract 3 and 4 would not be used as residential. This change was made to the zoning of the city in October 2015. These tracts are planned to be used for townhomes of 19 units each. The amendment specifies that each tract can contain no more than 19 single family units.
- Tract 5 is currently zoned as commercial, but the amendment gives the option to use approximately half of this tract for affordable single family housing units, Governor's Homes.
- The timeframe regarding finishing commercial developments have been removed.

The amendment is designed to allow for the developer to continue building homes, which helps the City to meet the needs specified in the housing study. The amendment also allows for commercial properties to be developed as well. The amendment addresses the concerns of the developer with some of the land requirements from the original contract.

The amendment was passed by the North Sioux City Planning & Zoning Board on May 11, 2016.

Financial Consideration: Publication of Resolution 2016-02 in the North Sioux City Journal

Recommendation: Staff recommends approval of the 2nd Amendment to Tax Increment District #2

**Second Amended and Restated Contract for Private Development
Tax Increment District Number 2 – Phase 1**

This Second Amended and Restated Contract for Private Development (this “Agreement”) is entered into and effective this ____ day of _____, 2016, by and between River Valley, L.L.P., a South Dakota limited liability partnership (“Developer”) and the City of North Sioux City, South Dakota, a South Dakota municipal corporation (“City”).

RECITALS

- A. City and Developer entered into A Contract for Private Development, Tax Increment District Number 2 – Phase 1 (“Original Contract”), dated May 4, 2009, a copy of which is attached as **Exhibit A**, and is incorporated by this reference.
- B. City and Developer enter into a First Amendment to Contract for Private Development, Tax Increment District Number 2 – Phase 1 (“Amendment to Original Contract”) dated November 16, 2009, a copy of which is attached as **Exhibit B**, and is incorporated by this reference.
- C. City and Developer wish to amend and restate, in this Agreement, the Original Contract and the Amendment to Original Contract, and to provide further with regard to the obligations of Developer and City with respect to Tax Increment District Number 2 – Phase 1 (“TID”).
- D. City and Developer acknowledge and agree this Agreement is intended to and does replace and substitute for, in their respective entirety, the Original Contract and the Amendment to Original Contract.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, City and Developer agree as follows:

1. Obligations of Developer under Original Contract and Amendment to Original Contract. City acknowledges and agrees Developer has completed all the required improvements, made all required capital expenditures, and provided to the City finance officer all requested documentation regarding the improvement and required capital expenditures under the Original Agreement and the Amendment to Original Agreement. City further acknowledges and agrees, based upon the foregoing, Developer is fully entitled to receive all positive tax increment receipts (“TIF Payments”) up to a maximum amount of \$700,000 (“Maximum TIF Amount”).
2. Term of the TID. The term of the TID will be the shorter period of: (i) the time TIF Payments received by Developer equal the Maximum TIF Amount; or (ii) the termination of the TID by operation of law. City and Developer agree the 2010 property tax assessment year (for taxes payable in 2011) was the first year of the TID. Based upon 2010 being the first year of the TID, pursuant to SDCL §11-9-46, the last year of the TID is 2029 (for taxes payable in

2030). Upon receipt of TIF Payments for property taxes paid in 2030 (unless the Maximum TIF Amount is earlier paid) will be the final TIF Payments by City to Developer under the TID and this Agreement.

3. TID Base Value. The parties confirm the tax increment Equalized TIF Base Value of the property comprising the TID, and as certified by the South Dakota Department of Revenue and Regulation, for 2010 was \$674,417.00 and for 2011 was \$706,217.00. As provided in the Amendment to Original Contract, the parties hereby affirm the tax increment base value of the property comprising the TID for the year 2012 and all years thereafter, as certified by the South Dakota Department of Revenue and Regulation, is \$793,992.00 ("TID Base Value"). The TID Base Value will be multiplied by the equalization percentage determined on an annual basis by the South Dakota Department of Revenue and Regulation (the "Equalized TIF Base Value.") The Equalized TIF Base Values have been and will be the values used in calculating the tax increment (whether positive or negative) pursuant to SDCL §11-9-26. The TIF Base Values and Equalized TIF Base Values for 2012 through 2016 are set forth in **Schedule 3**.

4. TIF Payments. All positive tax increments received by City from the Treasurer of Union County, South Dakota will be paid to Developer quarterly by City, within twenty-one days (21 days) of the close of March, June, September and December of each year ("TIF Payments"). Attached as **Schedule 4**, is the calculation of the taxes received by City from the Treasurer of Union County for the tax years of 2011, 2012, 2013 and 2014. The taxes for 2015 have not yet been paid to City by the Treasurer of Union County. All TIF Payments will be held in trust by City for Developer and will be held in the established special fund known as the "Tax Incremental District Number 2 Fund."

5. Current TIF Payments Owed by City. As of the date of this Agreement, City has paid to Developer \$40,278.23 as tax increment payments. As of the date of this Agreement, City has not paid to Developer \$ 1,471.11 of tax increment payments received by City from Union County ("Current Unpaid Amount"). The Current Unpaid Amount will be paid by City to Developer not later than July 21, 2016.

6. Records; Access to Records. City will maintain all records with regard to the tax increments and the amounts received by City from Union County. With each TIF Payment, City will provide Developer with all such records related to the then-made TIF Payment. In addition to the records reporting requirement of this Section 6, from time-to-time and upon the reasonable request of Developer, City will permit Developer to conduct examinations of and copy all records of the City related to the TID, the TIF Payments, and any other documents and records of City deemed reasonably necessary by Developer pursuant to this Agreement.

7. Future Commercial Development. Developer agrees it will develop approximately 240,000 square feet of land within Tracts 1 and 5 of River Valley Addition in the N1/2 of the SW1/4 of Section 15, T89N, R48W of 5th P.M., North Sioux City, Union County, South Dakota ("Commercial Property"), for commercial and/or retail development to supplement and expand the City's existing retail and commercial base ("Future Commercial Development") (See **Exhibit C** for graphical land area reference). Subject to City's zoning and development

ordinances, the undertaking by Developer of the Future Commercial Development upon the Commercial Property will be in the sole discretion of Developer. Without limiting the generality of the foregoing, Developer will determine the type of commercial development, the number of commercial properties within the Commercial Property, the timing of the Future Commercial Development, and all other matters concerning the development of the Commercial Property. Developer's only obligation under this Section 7 is the commitment the Commercial Property will be used solely for the Future Commercial Development. The City may grant to Developer the option to lower this land area requirement for the use of constructing affordable single family housing units (sometimes referred to as "Governor's Housing") in the area referenced in Exhibit C, otherwise known as Lot 11 of Tract 5. If the Developer desires to lower this land area requirement, Developer will provide City with the requested identification of the land area to be used for Governor's Housing and the remaining square footage for commercial and/or retail development.

8. Future Residential Development. Developer agrees it will develop the three proposed parcels: (i) Tract A of Tract 3, (ii) Tract A of Tract 4, and (iii) Lot 11 of Tract 5 all in River Valley Addition in the N1/2 of SW1/4 of Section 15, T89N, R48W of 5th P.M., North Sioux City, Union County, South Dakota ("Residential Property"), for Multiple Family Housing, subject to the City's applicable zoning and development ordinances. Pursuant to City Council action on October 5, 2015 changing zoning from Highway Commercial (HC) to Multiple Family District (R-3), Developer agreed and shall comply with following conditions on Tracts 3 and 4:

- a. Developer is responsible for the water piping, sanitary sewer piping, storm sewer piping, and road construction costs within the TID boundaries
- b. All units shall be single family and will be separately metered for water and sewer.
- c. Each tract shall contain no more than 19 single family units.

9. Notice. Any notice sent under this Agreement must be in writing and sent by overnight delivery service, by certified mail, return receipt requested, or delivered personally as follows:

If to Developer:

River Valley, L.L.P.
c/o Brown Wegher Construction
125 Gateway Drive
P.O. Box 770
North Sioux City, SD 57049
Attention: Mr. Tim Brown

With Copy to:
(which will not constitute notice)

Woods, Fuller, Shultz & Smith P.C.
300 South Phillips Avenue, Suite 300
Sioux Falls, South Dakota 57104
Attention: Mr. James M. Wiederrich

If to City: City of North Sioux City, South Dakota
504 River Drive
North Sioux City, SD 57049
Attention: City Administrator

With Copy to: Crary Huff Law Firm
(which will not constitute notice) 711 Sioux Point Road, Suite 200
Dakota Dunes, SD 57049
Attention: Darrell Jesse

10. Assignment; Rights of Developer. Developer may assign to its lenders as collateral security all of Developer's interests under this Agreement including, but not limited to, assignment by Developer of its rights to the TIF Payments. City agrees to all such assignments and to executing and delivering and taking all other actions required by Developer's lenders with respect to the collateral assignment by Developer as contemplated in this Section 9. In the event City makes payment of any TIF Amounts to Developer's lenders pursuant to a collateral assignment as contemplated in this Section 9, City will be relieved of all liability and obligation to Developer to the extent of TIF Payments made by City to Developer's lenders. City acknowledges and agrees Developer's right to receive the TIF Payments under this Agreement is a personal property right of Developer.

11. Time of the Essence. City and Developer agree time is of the essence with respect to this Agreement and the obligations of City and Developer under this Agreement.

12. Non-Waiver. Provisions of this Agreement may be waived only in writing. No course of dealing on the part of City or Developer, nor any failure or delay by City or Developer in exercising any right, power, or privilege under this Agreement will operate as a waiver of any right, power or privilege owing under this Agreement.

13. Entire Agreement. This Agreement embodies the final and entire agreement between the parties hereto concerning the subject matter herein. The Exhibits and Schedules attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between any Exhibit or Schedule and a provision of this Agreement, the provision of this Agreement will control. This Agreement replaces and is substituted for, in their respective entirety, the Original Contract and the Amendment to Original Contract.

14. Amendments. All amendments to this Agreement may only be made in a writing executed by City and Developer, after obtaining all necessary approvals.

15. Severability. If any clause or provision of this Agreement is held invalid or unenforceable, such holding will not invalidate or render unenforceable any other provision hereof and the remaining provisions of this Agreement will be fully enforceable.

16. Venue and Governing Law. This Agreement must be construed under and in accordance with the laws of the State of South Dakota. Any legal or equitable action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement will be heard and determined in the First Judicial Circuit, Union County, South Dakota.

17. Captions. Captions used herein are only for the convenience of reference and may not be construed to have any effect or meaning as to the agreement between the parties.

[Signature Page Follows]

CITY:

City of North Sioux City, South Dakota, a
South Dakota municipal corporation

By _____

Its Mayor

ATTEST:

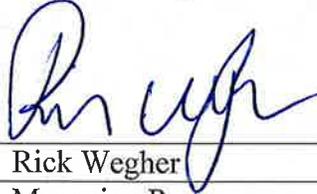
By _____

Finance Officer, City of North
Sioux City, South Dakota

DEVELOPER:

River Valley, L.L.P., a South Dakota limited
liability partnership

By _____



Rick Wegher

Its Managing Partner

EXHIBIT A

Copy of Original Agreement

COPY FOR YOUR RECORDS

**CONTRACT FOR PRIVATE DEVELOPMENT
TAX INCREMENT DISTRICT NUMBER 2 - PHASE 1**

THIS AGREEMENT, made and entered into as of this 4 day of May, 2009, between River Valley, LLP (herein referred to as "Developer"), a South Dakota limited liability partnership, and the City of North Sioux City, a municipal corporation and political subdivision of the State of South Dakota, witnesseth:

WHEREAS the City of North Sioux City created Tax Incremental District Number 2, by Resolution of the North Sioux City Common Council, on October 6, 2008; and

WHEREAS the City of North Sioux City has approved the Project Plan for Tax Incremental District (TID) Number 2, by Resolution of the North Sioux City Council, on May 4, 2009; and

WHEREAS the tax increment base value of property located in TID Number 2, as recorded by the Union County Director of Equalization, has an aggregate assessed value of One Million, Three Hundred Thousand and no/100 (\$1,300,000.00) DOLLARS, as established pursuant to statute by the South Dakota Department of Revenue.

NOW THEREFORE in consideration of the mutual covenants contained herein the parties hereto agree that:

SECTION 1. The developer will secure financing and be responsible to pay for the estimated project costs for paving, utility and related construction as specified in Section 2 of this contract. Specifically, under Phase I Project Costs, the Project Plan authorizes the payment of any positive tax increments receipts generated up to the maximum sum of Seven Hundred Thousand Dollars and no/100 -- (\$700,000.00) in paving, utility and related project costs for repayment of Developers approved costs associated therewith. Project funding to be secured is the sole responsibility of the Developer, and will be in the form of a note to a lending entity and will bear an average interest rate over the life of the loan not to exceed eight percent (8%) per annum. Further, Developer agrees to submit to the City a minimum of \$700,000.00 for payment of the project costs as set in Section 3 below.

SECTION 2. Total estimated project improvement costs, for Phase 1 Tax Increment Number 2 as set forth in the approved Project Plan are as follows

Capital Costs

Paving, Excavation, base, drain tile, testing	370,000
Storm Sewer	250,000
Sanitary Sewer	135,000
Water Main	165,000
Site Work and Grading	200,000
Street Lighting	30,000

Engineering, Survey, Testing	100,000
Appraisal	6,000
Administrative	<u>11,000</u>
	\$1,267,000
Contingency (10%) -- provided in the event of cost overrun	126,700
TOTAL TID NUMBER II-PHASE 1 PROJECT COSTS	\$1,393,700

SECTION 3. Notwithstanding any other provision herein, the City shall publish notice and accept bids per the Project Plan for the eligible project expenses. The Developer and the contractors shall then submit invoices for certification and payment by the City for said expenses per the Project Plan and this Agreement. The Developer shall provide for interim or construction financing for the full \$700,000.00 of eligible project expenses, as set forth herein.

Further, Developer shall provide said funds to the City to pay for eligible project expenses when invoices are submitted by the Developer and contractors. The City shall only be obligated to pay for eligible project costs hereunder when Developer provides the funds as set forth herein which under no circumstances will exceed \$700,000.00. Upon project completion the Developer shall obtain permanent financing in the amount of \$700,000.00 which will then be paid as set forth herein with the positive tax increment.

The Developer shall complete construction of project improvements specified in this Section 3 no later than September 1, 2010. The real property contained in TID Number 2 -- Phase 1 is legally described as follows, to wit:

27.88 acres located in Sodrak Park Tract 1 in the North Half of the Southwest Quarter of Section 15, Township 89 North, Range 48, West of the 5th P.M., less Lot R-1 as platted in Book 12 of Plats on page 100, less Lot 1, Sodrak Park Second Addition, as platted in Book 15 of Plats on page 20 and less Lots 1 and 2 of Sodrak Park Third Addition as platted in Book 16 of Plats on page 39, Union County, South Dakota, according to the recorded plat thereof, including any rights-of-way therein as well as any rights-of-way adjoining the above-described parcels.

All paving and utility improvements to be constructed with TID funds shall conform to plans and specifications prepared by the Developer and approved by the City. Further, all included site improvements shall be in full conformity with all applicable city codes, ordinances, and the plans and specifications approved by the city. The Developer further agrees that all paving and utility improvements called for herein will be constructed on streets legally dedicated to the City by a properly approved plat and without cost to the City therefore.

Upon completion of the improvements specified in Section 1 and 2 and in Exhibit A, the Developer shall certify to the City Finance Officer that such improvements have been completed. The City shall have the right to require reasonable documentation to establish that the amounts set forth in the TID Number 2 Plan have been disbursed in payment for the authorized

expenditures contained in this contract. Further, the City shall have the right to inspect the premises for the purpose of establishing that the improvements have been completed in accordance with City approved plans and specifications. Any inspection made by the City pursuant to this provision shall be solely for the purpose of financial administration, and no liability shall accrue to the City arising out of any alleged insufficiency of such inspection. The City agrees that it will, within 30 days of final acceptance and approval of the project improvements defined in Section 2 within Phase 1 Tax Increment District 2, dedicate and accept the said improvements by appropriate action.

SECTION 4. All positive property tax increments received from TID Number 2 shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Incremental District Number 2 Fund." The City shall, within thirty (30) days after receipt of each tax increment payment from the Union County Treasurer, disburse all amounts in the fund to the Developer, or its designee, subject to the following limitations. The improvements have been constructed in accordance with the plans and specifications approved by the City, all real estate taxes due and owing have been paid in full and the developer has complied with all other terms of the agreement. The parties further agree that at no time shall the cumulative total payments from the fund exceed the total cost of Phase I paving and utility costs or the maximum amount of the lesser of actual paving and utility costs not to exceed \$700,000.00, as specified in this Agreement.

SECTION 5. It is contemplated by the parties to this Agreement that the Developer may assign its interest under this Agreement as security for the note or loan agreement. It is agreed, by and between the parties, that any such assignment shall be in writing and if the City shall make disbursement pursuant to such assignment that it shall, to the extent of such disbursement, relieve the City of the obligation to make such disbursement to the Developer.

SECTION 6. The parties agree that time is of the essence in this Agreement.

SECTION 7. It is specifically a condition of this Agreement and a condition of the City's obligation to distribute any positive tax increments, that all sums distributed shall be limited to the proceeds of the positive property tax increment from Tax Increment District Number 2 receipted into the special fund specified in Section 4 thereof. The obligation of the City to distribute any positive tax increments pursuant to this Agreement shall not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated herein by reference; and, any note or obligation entered into by the developer to secure financing for the Phase 1 TID Number 2 construction shall contain such recitals as are necessary to show that the note or assignment of the positive tax increment is not a general indebtedness of the City or a charge against its general taxing power. It is also agreed and acknowledged by the Developer that the City has made no representation that the proceeds from such fund will be sufficient to retire the indebtedness incurred by the Developer for the paving and utility construction costs called for therein.

The parties further agree that in addition to the provisions of SDCL 11-9-25 defining maximum limits of the duration of the allocability of positive tax increment payments to the fund created by Section 7 hereof, this Agreement further restricts the life of Phase 1 TID Number 2 and the payment of positive tax increments to the earlier of the following events:

1. The retirement of all outstanding authorized TID Number 2 debt, as specified in this Agreement; or
2. The termination of Tax Increment District 2 by operation of law.

The parties to this agreement acknowledge that projected tax increment revenue payments relied upon by the Developer have utilized estimated property valuations provided by the Developer and future estimated tax payments based upon the real property rates currently existing in Union County and the City.

SECTION 8. Developer and City recognize that calculations utilized in analyzing the economic feasibility of TID Number 2 anticipate the use of the discretionary tax formula regarding project real property improvements.

SECTION 9. Developer agrees that in exchange for the creation of the Tax Incremental District and \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, that it does;

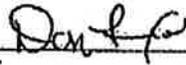
1. Contractually bind itself to cause the construction, building and sale of the real property for the purpose of commercial and retail development including but not limited to:
 - A. The creation of retail and commercial business that will occupy a minimum of 40% of the square footage of all developable land area excluding public right-of-ways within Phase 1 of Tax increment District 2. For the purpose of this agreement, Retail and Commercial business is defined to mean retail sales as defined by SDCL 10-45-1(6) and (7) as the sole purpose of the business. The retail and commercial building footprint shall occupy at least 30% of the developable square footage of land area excluding public right-of-ways located in Phase 1 Tax Increment District II by July 1, 2016.
 - B. The creation of retail and commercial business designed to supplement and expand the existing retail and commercial base of the City.
 - C. For purpose of this section, the parties agree that there are 435,600 square feet of developable land area excluding public right-of-ways in Phase 1 of Tax Increment District 2 available for retail or commercial occupation.

2. Execute and record restrictive covenants running with the land included in Phase 1 Tax Increment District 2 in form acceptable to the City.

DATED this 4 day of May, 2009.

CITY OF NORTH SIOUX CITY

RIVER VALLEY, LLP



Mayor



Donald A. Dunham, Jr., Managing Partner

ATTEST:



City Finance Officer

Exhibit B

Copy of Amendment to Original Agreement

FIRST AMENDMENT TO
CONTRACT FOR PRIVATE DEVELOPMENT
TAX INCREMENT DISTRICT NUMBER 2 - PHASE 1

THIS FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT, is made and entered into as of this 16 day of November, 2009, and shall amend a certain *Contract for Private Development Tax Increment District Number 2 - Phase 1*, between River Valley, LLP (herein "Developer"), a South Dakota limited liability partnership, and the City of North Sioux City (hereinafter "City"), a South Dakota municipal corporation.

RECITALS:

WHEREAS, Developer and City entered into a certain Contract for Private Development dated May 4, 2009, a copy of which is attached hereto as Exhibit A; and

WHEREAS Developer and City desire to amend said Agreement as provided for herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and City agree to amend said Contract for Development as follows:

1) The following RECITAL shall be deleted in its entirety and amended to read as follows:

WHEREAS, the tax increment base value of property located in TID Number 2, as recorded by the Union County Director of Equalization, has an aggregate assessed value of Seven Hundred Ninety Three Thousand Nine Hundred Ninety Two Dollars (\$793,992.00), as established pursuant to statute by the South Dakota Department of Revenue.

2) The third paragraph of SECTION 3 shall be deleted in its entirety and amended to read as follows:

The Developer shall complete construction of project improvements specified in this Section 3 no later than September 1, 2010. The real property contained in TID Number 2 - Phase 1 is legally described as follows, to wit:

28.635 acres located in Sodrac Park Tract A, Tract 3, Tract 4 and Tract 5, River Valley Addition in the North Half of the Southwest Quarter of Section 15, Township 89 North, Range 48, West of the 5th P.M., Union County, South Dakota, according to the recorded plat thereof.

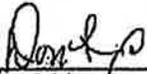
Except as specifically modified by this First Amendment, the provisions of the Contract for Private Development attached hereto as Exhibit A shall remain in full force and effect,

unchanged and unmodified by this First Amendment which shall be binding upon and benefit the parties hereto and other respective successors and assigns.

DATED this 16 day of November, 2009.

CITY OF NORTH SIOUX CITY

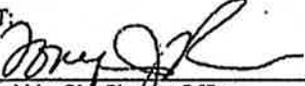
RIVER VALLEY, LLP



Don Fuxa, Mayor

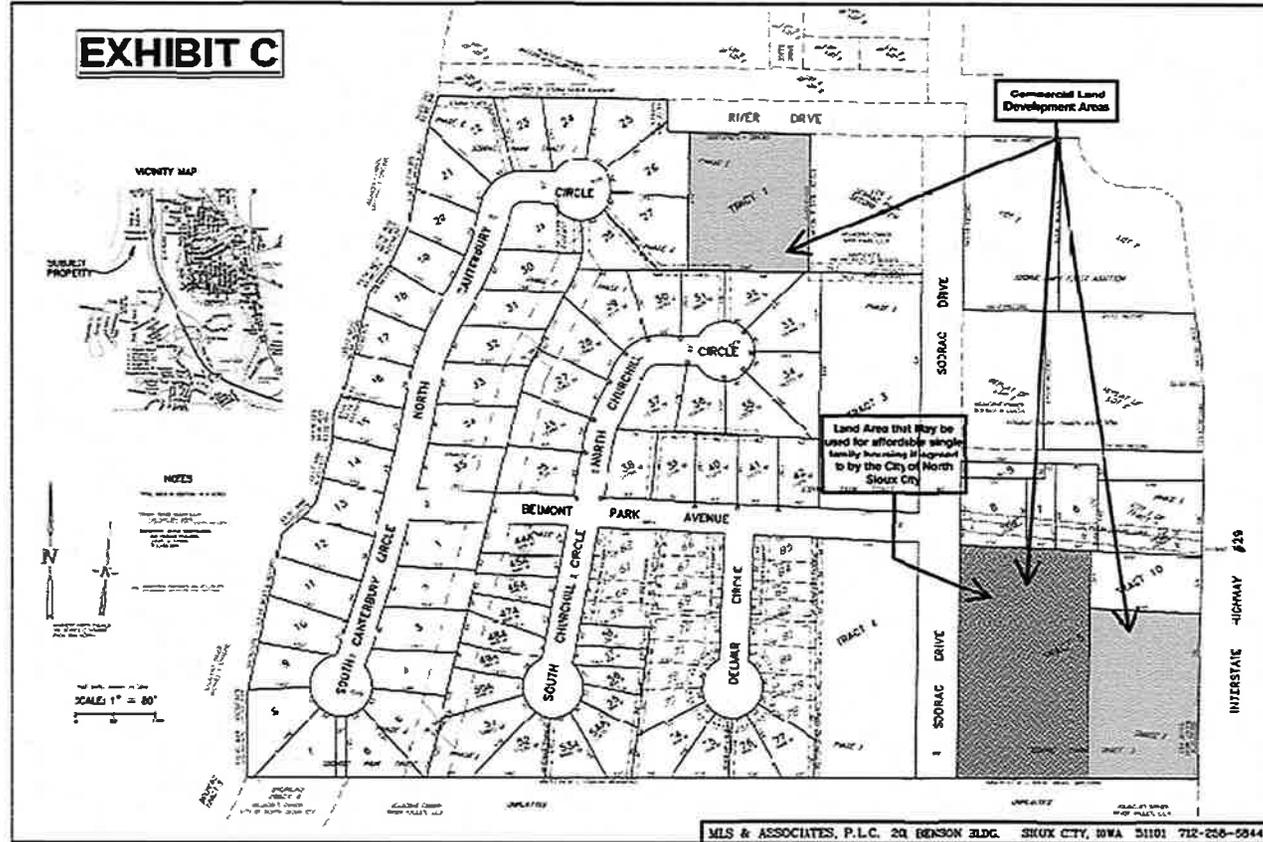


Donald A. Dunham, Jr., Managing Partner

ATTEST:


Tonya Rubida, City Finance Officer

Exhibit C



Schedule 3

Assessment and Increment Calculations

Year	#1 Assessed Value of TID	#2 Assessed Value Less Exemptions	#3 Equalization Percentage	#4 (Column 2 x 3) Equalized Value Less Exemptions	#5 TID Base Value	#6 Equalization Percentage	#7 (Column 5 x 6) TID Equalized Base Value	#8 (Column 4-8) Tax Increment
2010			93.2%		\$793,992	93.2%	\$740,001	
2011			93.7%	\$745,772	\$795,915	93.7%	\$745,772	\$1,802
2012	\$1,187,763	\$850,371	90.7%	\$771,286	\$793,992	90.7%	\$720,151	\$51,135
2013	\$1,343,550	\$1,343,550	91.6%	\$1,230,694	\$793,992	91.6%	\$727,305	\$503,389
2014	\$2,155,490	\$1,860,319	92.1%	\$1,713,361	\$793,992	92.1%	\$731,266	\$982,095
2015	\$2,575,518	\$2,381,368	93.9%	\$2,236,107	\$793,992	93.9%	\$745,558	\$1,490,549

Schedule 4

Tax Amount

STATEMENT 4133
FROM 1/01/2011 THRU 3/31/2016

UNION COUNTY PAID TAX APPORTIONING

PAGE 1

NSC INCREMENT DISTRICT (007)

Assessed Years

	TOTAL AMOUNT	AG AMOUNT	OWNER OCC.	OTHER	NA2	ADDONS	TOTAL
2011 REAL ESTATE (RE 2011)	983.31	.00	.00	983.31	.00	.00	983.31
2011 REAL ESTATE (RE 2011)	983.31	.00	.00	983.31	.00	.00	983.31
2012 REAL ESTATE (RE 2012)	814.58	.00	.00	814.58	.00	.00	814.58
2012 REAL ESTATE (RE 2012)	360.38	.00	.00	360.38	.00	.00	360.38
2012 REAL ESTATE (RE 2012)	20.74	.00	.00	20.74	.00	.00	20.74
2012 REAL ESTATE (RE 2012)	20.74	.00	.00	20.74	.00	.52	21.26
2013 REAL ESTATE (RE 2013)	2,246.16	.00	.00	2,246.16	.00	.00	2,246.16
2013 REAL ESTATE (RE 2013)	4,259.71	.00	.00	4,259.71	.00	.00	4,259.71
2013 REAL ESTATE (RE 2013)	485.94	.00	.00	485.94	.00	.00	485.94
2013 REAL ESTATE (RE 2013)	722.22	.00	.00	722.22	.00	.00	722.22
2013 REAL ESTATE (RE 2013)	.02	.00	.00	.02	.00	.00	.02
2013 REAL ESTATE (RE 2013)	219.10	.00	.00	219.10	.00	.00	219.10
2013 REAL ESTATE (RE 2013)	238.57	.00	.00	238.57	.00	.00	238.57
2013 REAL ESTATE (RE 2013)	3,471.07	.00	.00	3,471.07	.00	.00	3,471.07
2013 REAL ESTATE (RE 2013)	.00	.00	.00	.00	.00	.00	.00
2013 REAL ESTATE (RE 2013)	238.57	.00	.00	238.57	.00	11.94	250.51
2014 REAL ESTATE (RE 2014)	11,575.73	.00	3,752.15	7,823.58	.00	.00	11,575.73
2014 REAL ESTATE (RE 2014)	236.63	.00	.00	236.63	.00	.00	236.63
2014 REAL ESTATE (RE 2014)	473.14	.00	.00	473.14	.00	3.94	477.08
2014 REAL ESTATE (RE 2014)	5,500.76	.00	3,752.15	1,748.61	.00	.00	5,500.76
2014 REAL ESTATE (RE 2014)	2,801.57	.00	.00	2,801.57	.00	1.96	2,803.53
2015 REAL ESTATE (RE 2015)	5,611.67	.00	.00	5,611.67	.00	.00	5,611.67
2015 REAL ESTATE (RE 2015)	467.06	.00	.00	467.06	.00	.00	467.06
RE TOTALS	41,730.98					18.36	41,749.34
RE TOTALS	.00					.00	.00
TOTAL COLLECTIONS THIS MONTH	41,730.98	ADDONS	18.36	TOTAL	41,749.34		

CITY OF NORTH SIOUX CITY
RESOLUTION #2016-02

A RESOLUTION ACCEPTING THE SECOND AMENDED
AND RESTATED CONTRACT FOR PRIVATE DEVELOPMENT
TAX INCREMENT DISTRICT
NUMBER 2 – PHASE I

WHEREAS, the developer of the North Sioux City Tax Increment District #2 has made a request to the City of North Sioux City to modify certain terms of the District by pursuant to a proposed Second Amended and Restated Contract for Private Development (hereinafter "Amendment"); and

WHEREAS, the Amendment does not change the financial obligations of the City of North Sioux City in regards to the District; and

WHEREAS, the Amendment does modify the land use requirements for the developable amount of property in residential and commercial zones; and

WHEREAS, the North Sioux City Planning and Zoning Board approved the Amendment on May 11, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of North Sioux City, South Dakota, that the following Amendment is approved and shall be signed by the North Sioux City Mayor and the North Sioux City Finance Officer

SECOND AMENDED AND RESTATED CONTRACT FOR PRIVATE DEVELOPMENT TAX INCREMENT
DISTRICT NUMBER 2 – PHASE 1

AND, FURTHER, BE IT RESOLVED this amendment shall take affect twenty days after the time it is published in the legal newspaper for the City, the North Sioux City Times newspaper.

The above Resolution was moved by Councilmember _____ and seconded by Councilmember _____ and was approved by a vote of _____ to _____ at a meeting duly called and held on _____.

Dated this _____ day of May, 2016.

Randy Fredericksen, Mayor

ATTEST:

Susan Kloostra, Finance Officer



City Council MEMO

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

To: North Sioux City City Council
From: Ted Cherry, City Administrator
Date: May 16, 2016
Re: Ordinance 6.12.160 Discussion

Background: On May 6th, a police officer gave notice to a resident to remove a number of chickens which this resident had on their property, at 9 Evergreen Ct.. This notice was given per Ordinance 6.12.160 which does not allow for fowl within the city limits. The resident was given 10 days to remove the animals from their care.

The administration is looking for guidance on if the City Council would like for us to continue to uphold this ordinance, or if the council would like to discuss the possibility of having backyard chickens within city limits.

Financial Consideration: None at this time.

Recommendation: None at this time.

unless otherwise provided by the ordinances of North Sioux City. "Domestic pets" as used in this title shall include but are not limited to, (felis domesticus) the domestic cat, (mustela putorius furo) the European polecat otherwise known as the ferret, (canis familiaris) the domestic dog, the domestic fowl of the order Galliformes and Galinaceous birds (fowl-like birds), and the order anseriformes (water fowl). The city humane society, veterinarian offices, and retail pet stores are exempt from the provisions of this section. (Prior code § 4.0841)

6.12.160 Housing of certain animals.

No person within any residential estates zone, single-family residence zone, or general residence zone in the city shall have in his or her possession or control, or keep or harbor, any equine or bovine animals, any sheep, goats, dogs in kennels for commercial purposes, pigs, mink or any live hares, rabbits, guinea pigs, chickens, turkeys, geese, ducks, doves, pigeons, game birds or other fowl, within one hundred fifty (150) feet of any dwelling or building used for human habitation. (Prior code § 4.0835)

6.12.170 Pigeons.

It shall be lawful for any member of a recognized national pigeon association to keep, house and maintain racing homing pigeons and fancy breeds of pigeons which are banded with numbered leg bands showing the same to be registered with such associations, providing such pigeons are maintained in a closed loft and are exercised only on the owner's property. Such pigeons shall be allowed as long as they do not constitute a nuisance or create a hazard to public health. (Prior code § 4.0836)

6.12.180 Maintenance of livestock or fowl.

No person shall keep or maintain any building or enclosure where such livestock or fowl is kept unless he or she shall keep the same at all times in a clean, neat and sanitary condition and free from substances attracting rodents and flies. (Prior code § 4.0837)

6.12.190 Impoundment--Notice.

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

Exception.

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

(Prior code § 4.0838) (Amended June, 2014)



City Council MEMO

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

To: Mayor Fredericksen
Council Members
From: Susan Kloostra
Date: 5/13/2016
Re: Surplus Property

Background: SDCL 6-13-1 allows a governing board to dispose of any land, structures, equipment, or other property which the governing board has, by appropriate motion, determined is no longer necessary, useful, or suitable for the purpose for which it was acquired. Furthermore, no motion is required to sell, trade, loan, destroy, or otherwise dispose of consumable supplies, printed text, zoo animals, or subscriptions.

Superintendent Tim Hogan would like to declare the following items as surplus:

2002 Chevrolet S10 Pickup
John Deere 445 Mower
John Deere X485 Mower

Financial Consideration: If the council chooses to advertise, an ad costs approximately \$11.

Recommendation: Need a motion to declare the listed equipment as surplus property.

/srk



Monthly Business Coffee

Thursday, May 19, 2016

9:30 AM to 10:30 AM

663 N. Derby Lane

(Building next to Blankenship Meier Painting & Decorating)
North Sioux City, SD

Hosted by:



PROLINK