



North Sioux City, South Dakota
Regular Meeting of the City Council
August 15, 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: August 1, 2016, Regular Meeting
- F. Agenda Items
 - 1. Rezoning Hearing – Joseph Richter
 - 2. Establish Capital Projects Fund
 - 3. ICMA Conference – Sept. 25-28
 - 4. DVESD Contract
 - 5. Final Plat – Dave Avery
 - 6. Final Plat – Cherkas
 - 7. Final Plat – River Valley
 - 8. NSCEDC – Set Hearing Date Flynn Lot 2 Tract 1
 - 9. NSCEDC – Set Hearing Date Flynn Lot B of Lot A
 - 10. River Drive Lift Station – Bid Notification
- G. Community and Council Input
- H. Executive Session*
 - 1. Personnel
 - 2. Contractual
- I. Approval of Bills
- J. Adjournment

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

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
August 1, 2016

Meeting called to order at 7:00 p.m. by Mayor Fredericksen. Beavers, Berg, Christiansen, Cropley, Parks, Slater, Reiff (via conference call) 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 Parks second by Cropley to approve the agenda as presented. Unanimous.

Motion by Christiansen second by Verdoorn to approve the July 18 Regular Council Meeting Minutes. Unanimous.

A River Valley plat was presented for Council's approval. The Planning Commission approved the plat during the July 27 meeting. Motion by Parks second by Christiansen to approve the plat as presented. Unanimous.

Plat of Lots A of Tract 3 of River Valley Addition, North Sioux City, Union County, South Dakota

Cherry presented City Engineer Greg Meyer's advertisement for the Casey's Lift Station Improvements to be completed in 2016. The original replacement project was budgeted for \$146,335.96. The new recommendation is for an upgrade and retrofit for the lift station which is estimated at \$382,675.00. The retrofit and upgrade will enable the lift station to handle additional usage. Christiansen asked regarding the status of an updated usage agreement with City of Sioux City. Cherry reported it was with the legal department but has verbally agreed to a peak discharge of 600,000 gallons per day. Until the bids are returned, there are no funds allocated to this project. The 2016 Northshore project will need to be moved to 2017 and those funds can be reallocated to cover the increase in the lift station project. Motion by Christiansen second by Beavers to authorize the advertisement of bids for the Casey's Lift Station Improvements project. Unanimous.

The second reading of Ordinance 2016-07 to amend Title 6 Animals was read. Motion by Parks second by Cropley to approve the ordinance with consistent language regarding finance officer's designee. Unanimous.

PROPOSED ORDINANCE 2016-07

AN ORDINANCE AMENDING THE CITY OF NORTH SIOUX CITY CODE OF ORDINANCES TITLE 6 ANIMALS, SECTIONS 6.08.020 LICENSES, 6.12.150 MAXIMUM NUMBER OF DOMESTIC PETS ON PREMESIS, 6.12.160 HOUSING OF CERTAIN ANIMALS, AND DELETING SECTION 6.12.170 PIGEONS. TO REQUIRE CHANGES TO ANIMAL LICENSES, TYPES OF ANIMALS ALLOWED IN CITY LIMITS, TYPES OF ANIMALS DISALLOWED IN CITY LIMITS, AND DISALLOWING PIGEONS.

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 Section 6.08.020 be amended to read as set forth below.

6.08.020 Animal Licenses.

A. Every owner of a domestic pet as listed in section 6.12.050 shall procure a city animal license for each calendar year from the finance officer, or his or her designee, before the first day of March of the calendar year for which the license is in effect.

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

C. All licenses, regardless of date of issue, shall expire on December 31st of the year the license was in effect.

D. The annual license fee shall be five dollars (\$5.00) for each neutered animal and ten dollars (\$10.00) for each unneutered animal.

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

F. Upon issuance of the license, the finance officer, or his or her designee, shall deliver or mail to the owner a metal tag, or leg ring, stamped with the number of the license and the year for which it is issued. (Prior code 4.0803)

FURTHER, 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 Section 6.12.150 through 6.12.160 be amended to read as set forth below.

6.12.150 Maximum number of domestic pets on premises.

It is unlawful for any person or persons to have or to keep more than five domestic pets in the aggregate over the age of six months, except fish, on any lot or premises in the city, 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), Female Gallus gallus domesticus (common female chickens), and Sus domesticus (domestic pig) under thirty (30) pounds. 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 over thirty (30) pounds, mink or any live hares, rabbits, male chickens (roosters), 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)
FURTHER, 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 Section 6.12.170 be removed from the North Sioux City Code of Ordinances.

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)

Dated at North Sioux City, South Dakota this 1st day of August, 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: July 18, 2016
Second Reading: August 1, 2016
Publish: August 11, 2016
Effective Date: August 31, 2016

Community/council input:

- 1) Heather Hanson, the new Library Director, introduced herself.
- 2) Slater asked regarding the odors from Royal Canin. Several Council members also shared they had also received complaints and had smelled the odor. Cherry advised Council he has a new direct contact within the plant in North Sioux, and he will be working directly with the plant manager, so he can immediately address issues. Council was adamant regarding a solution. Cherry will call tomorrow.
- 3) Berg asked regarding pot holes. Superintendent Tim Hogan advised anyone to call City Hall and they will coordinate repairs. Concern was raised regarding the pot holes at Casey's, McDonald's and Goode to Go. Hogan identified these are the responsibility of the owners of these establishments.
- 4) Berg attended the Elected Officials training in Pierre and felt it was very beneficial.
- 5) Christiansen reminded Council of National Night Out tomorrow night, August 2.
- 6) Mayor Fredericksen asked about the school's construction projection and the bike path. Cherry stated it was be addressed by August 20. The bike path in conjunction with the Westshore project won't happen until phase two or three of the project.
- 7) Cherry referenced the report given to the City regarding McCook Lake levels. The McCook Lake Association shared their gratitude for Chief Headid efforts regarding the graffiti around the lake.
- 8) Annual Siouxland Dinner will be held September 22. Let Cherry or Kloostra know if you would like to attend.
- 9) Beavers asked regarding the school's new road to get traffic off Northshore. Christiansen was planning to visit with Rasmusson.
- 10) Beavers shared concerns regarding the street/concrete work at Flynn Park. He shared concerns for snow plowing if it isn't paved before winter. Cherry and Hogan stated the project was in the budget for this year.
- 11) Christiansen brought up the 2017 budget. Cherry stated budget should be to Council at the end of August. Kloostra shared that the County doesn't provide growth numbers for the revenue projection until the end of August. Cherry will provide a budget packet for Council to review before the first budget meeting.
- 12) Reiff mentioned the article regarding the Eagle Scout Project at the Library. Reiff asked if we had any new information regarding the Eagle Scout Project presented to Council last fall. Kloostra stated there has been no new information and the City has spent not contributed anything toward it.
- 13) Christiansen congratulated City Attorney Darrell Jesse on his 35 years of service and recent retirement from the Guard.

Motion by Berg second by Parks to approve the bills as presented. Unanimous.

AFLAC	\$737.18	JUL2016 PREMIUMS
PRINCIPAL LIFE INSUR CO	\$2,379.47	AUG2016 LIFE/DTL-EMPLOYEE CONT
VERIZON WIRELESS	\$83.20	JUL 2016 ACCT 787171140-00001
CHAVEZ, TANIA	\$33.83	CUSTOMER UTILITY DEPOSIT REFUND
KELLY, SHAUNA	\$4.27	CUSTOMER UTILITY DEPOSIT REFUND
LUEBBERT, REBECCA	\$29.47	CUSTOMER UTILITY DEPOSIT REFUND
MOLLET, MICHAEL	\$8.08	CUSTOMER UTILITY DEPOSIT REFUND
WOLLMAN, EVELYN	\$141.01	CUSTOMER UTILITY DEPOSIT REFUND
US BANK ONE CARD	\$4,107.84	JUN 2016 CC CHGS
US BANK ONE CARD	\$1,334.53	JUL 2016 CC CHGS
BARNES & NOBLE INC	\$7.99	BOOK
BERG, DOUG	\$288.00	MILEAGE REIMBURSEMENT - SDML TRNG
BIG SIOUX TOWNSHIP	\$281.25	2.25 TONS PATCHING-WATERS RD
BOHLMANN INC	\$83.20	FERRARI PARK - REPLACE PUSH BOTTON

BOMGAARS	\$269.92	CLOTHING ALLOWANCE (3) WATER (9 PK)
BUELL WINTER MOUSEL & ASSOC	\$48,700.61	MAR-JUL 2016 ENGINEERING FEES
BURNIGHT GLASS & PORCELAIN	\$78.00	REPAIRED SIDE ENTRANCE DOOR
CED, INC.	\$31.26	ELECT TAPE (2), PARTS (2)
CHERRY, TED	\$77.19	MILEAGE REIMBURSEMENT-BUDGET TRNG
CHOLITA'S PARTY RENTAL	\$170.00	INFLATABLES (2) - 2016 NATL NIGHT OUT
CRARY, HUFF, INKSTER, SHEEHAN,	\$3,713.75	JUL 2016 LEGAL FEES
DAILEY, MICHAEL	\$100.00	REMOVED TREE
DEMCO, INC	\$178.61	CD ALBUM SLEEVES (6 PK)
ELECTRIC INNOVATIONS	\$1,630.00	AUG2016 TECH SUPPORT
FEDEX	\$19.05	SHIPPING/POSTAGE
FOLLETT SCHOOL SOLUTIONS, INC.	\$171.06	CS - THERMAL PRINTER PAPER
FOUR SEASONS NORTH	\$149.70	AUG 2016 FITNESS CTR MEMBERSHI
HAWKINS, INC	\$3,336.95	CHLORINE (16), SULFUR DIOXIDE
HERITAGE FLAG & BANNER, INC.	\$1,259.00	FLAGS (16)
INGRAM LIBRARY SERVICES	\$500.31	BOOKS (45), DVD'S (3)
JACK'S UNIFORMS & EQUIPMENT	\$39.00	LITHIUM BATTERY (20)
JANITOR DEPOT, INC.	\$754.25	NAPKIN (1 CS)
JEFF'S LAWN CARE, INC.	\$1,501.13	REPLACE SPRINKLER VALVES (13)
K & P SERVICES, INC	\$441.05	JUNE 2016 PARKS TOILET RENTALS
KEVIN O'DELL ELECTRIC, INC.	\$78.57	LAKESHORE LIFT STATION - TROUBLESHOOT
LAFLEUR AUTO SALES & SVC	\$309.04	WASH CARS (3), OIL CHANGE (3)
LEADER-COURIER	\$34.74	SUBSCRIPTION - PD
MAJESTIC SOUND	\$150.00	DJ - 2016 NATL NIGHT OUT
McLEOD'S PRGTG & OFFICE SUPPLY	\$217.10	TRAFFIC TICKETS (6PK)
MIDAMERICAN ENERGY	\$337.76	JUL 2016 SR CENTER
MIDWEST PLAYSCAPES INC.	\$669.75	APPEAL BARRIER
NSC ECONOMIC DEVELOPMENT CORP	\$22,869.25	3QTR 2016 PAYMENT
IOWA OFFICE SUPPLY, INC	\$72.75	INDEX TABS (25 PK)
OFFICE SYSTEMS CO	\$156.70	AUG 2016 LEASE & COPY EXP- (5)
ONE OFFICE SOLUTION	\$390.47	2017 CALENDAR (12), COPY PAPER (20), INK (4)
PRESTO-X	\$260.06	JULY 2016 PEST CONTROL-(4)
RICK HANSON PLUMBING INC.	\$1,231.64	SAMPLE HOUSES – INSTALL SILL FAUCETS (9)
SCHIMBERG COMPANY	\$68.10	PARTS (18)
SD DEPT OF REVENUE	\$272.00	06/16-07/12 -- BOD, SOLIDS, COLI
SIOUXLAND CHAMBER FOUNDATION	\$800.00	ANNUAL DINNER MEMBER TABLE
SUPPLYWORKS	\$81.20	HAND SOAP (1 CS)
THE BOULDER COMPANY	\$52.80	SIOUX LAUNDRY LIFT STATION PARTS (80)
UNION COUNTY AUDITOR	\$750.00	FRED PRYOR TRNG – CHERRY, HEADID
USABLUEBOOK	\$266.05	TESTING SUPPLIES
WOODHOUSE AUTO FAMILY OF SC	\$542.18	2015 DODGE CHARGER - UNIT 1-MAINTENANCE

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

Finance/Admin	\$15,051.52
Library	\$5,618.51
Police	\$32,160.88
Public Works	\$22,722.47

Motion by Parks second by Beavers to adjourn at 7:36 p.m. Unanimous.

Approved

Randy Fredericksen, Mayor

Attested

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: 8/15/2016
Re: Joseph Richter Rezoning Request Hearing

Background: Joseph Richter has filed a request to rezone his land abutting Campbell St. from Highway Commercial (HC) to Residential 1 (R-1). He is in the process of selling the property to an interested party to develop this land for residential purposes. Public notice was printed in the North Sioux Times on July 28, 2016, individual notices were sent to abutting property owners and interested parties, and physical notification was posted on the property.

The Planning Commission had a similar hearing on 8/10/2016 and the rezone request passed unanimously. The City Council must affirm or reverse the decision by the Planning Commission.

The rezoning would take effect 20 days after the publication of the rezone.

Financial Consideration: None

Recommendation: Administration recommends the approval of the zoning change for Joseph Richter from Highway Commercial to Residential 1.

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



Phone (605) 232-4276

www.NorthSiouxCity-SD.gov

City of North Sioux City – Zoning Change Application

Name and address of property owner:

Name Joseph Richter

Address 509 River Drive, North Sioux City, SD

Legal Description of the land on which such permit is requested:

Lot 3 of Pederson's 1st Addition in the Northwest Quarter of the Southeast Quarter of Section 15 of Township 89 North Range 48 West of 5th PM, North Sioux City Union County South Dakota according to the recorded plat thereof.

Present Zoning

Highway Commercial

District Classification:

Applicant Name: Joseph Richter

Address: 509 River Drive, North Sioux City, SD

Phone #'s (C)

(W) 605-422-4166

Reason for Zoning Change:

I am working to sell the property to another party who is planning to help in the construction of the single-family dwelling development

SIGNATURE IS REQUIRED TO PROCESS APPLICATION

SIGNATURE

DATE

7/12/16

FOR OFFICE USE ONLY

Date of P&Z Hearing

___/___/___

Approved Deny

Date of City Council Hearing

___/___/___

Approved Deny

Dates of Publications

___/___/___

and

___/___/___

APPROVED BY:

Date:

PETITION FOR RE-ZONING

TO THE MAYOR AND CITY COUNCIL OF NORTH SIOUX CITY, SOUTH DAKOTA,

I, Joseph Richter (hereinafter the “Owner”), own all of the following described real property:

Lot 3 of Pederson’s 1st Addition in the Northwest Quarter of the Southeast Quarter of Section 15 of Township 89 North Range 48 West of 5th PM, North Sioux City Union County South Dakota according to the recorded plat thereof.

The Owners hereby submit this written petition requesting that the above described property be re-zoned from HC, Highway Commercial, to R-1, Residential – Single Family.

The Owners request that the Planning and Zoning Commission and the City of North Sioux City set public hearings to consider the zoning amendments and publish notice of said hearings.

The Owners further request that the Planning and Zoning Commission and the City Council consider and approve the re-zoning request contained herein.

Dated this 12 day of July, 2016.

Joseph Richter
Joseph Richter

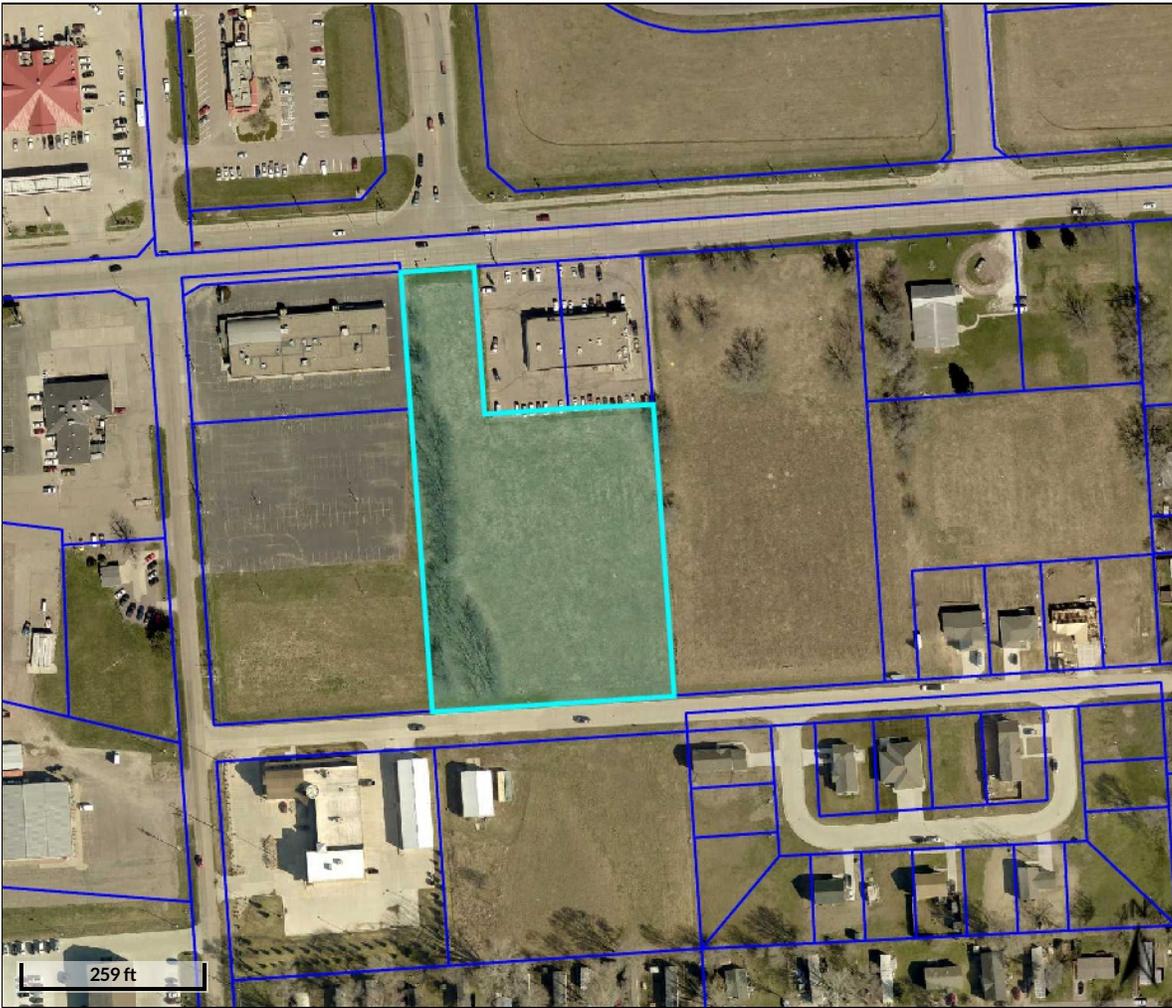
STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF UNION)

On this ____ day of July, 2016, before me, the undersigned officer, personally appeared Joseph Richter known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Lucero Avalos
Notary Public
My Commission Expires: 10/23/2021





Overview



Legend

-  Corporate Limits
-  Political Township
-  Parcels

Parcel ID	05.07.15.1090	Alternate ID	n/a	Owner Address	RICHTER, JOSEPH
Sec/Twp/Rng	--	Class	NADC		509 RIVER DR
Property Address		Acreeage	n/a		N SIOUX CITY SD 57049
District	05618				
Brief Tax Description	LOT 3 OF PEDERSON'S 1ST ADD IN NW1/4SE1/4 (3.64A)				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 7/12/2016



Developed by
The Schneider Corporation



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: 8/8/2016
Re: Create Capital Projects Fund

Background: In the 2016 Budget, the Westshore Reconstruction Project was included in Fund 101 under Streets. As this project affects multiple funds, in the auditor's opinion, it would be better to move the project into a separate fund and expense the correct amounts to the appropriate fund once the project is complete.

Financial Consideration: None. Project included in the FY2016 budget.

Recommendation: We are in agreement with the auditors to create the new fund. We will need the following motions:

- 1) create a new Capital Projects Fund
- 2) move the \$2,400,826.62 appropriations from the General Fund into the Capital Projects Fund

/srk



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: 8/15/2016
Re: ICMA Conference

Background: The International City Manager’s Association (ICMA) annual conference will be held in Kansas City from Sept. 25th through Sept. 28th. This is an organization that I belong to and a conference I have attended in the past. The idea of the conference is to get city government officials together for extended learning opportunities and training.

Financial Consideration: The approximate cost will be \$3,000 which includes conference registration, travel, and lodging, and meals.

Recommendation: I am requesting the approval of the City Council to attend the 2016 ICMA annual conference from Sept. 24 and returning Sept. 29.

KEYNOTES

SUNDAY

**SOLEDAD
O'BRIEN**



MONDAY

**DAVID
BROOKS**



TUESDAY

**BOB
CHAPMAN**



WEDNESDAY

**VERNICE
ARMOUR**



**Kansas City,
Here We Come!
Make Your Plans
to Join Us Today!**



@ICMAEVENTS

#ICMA2016

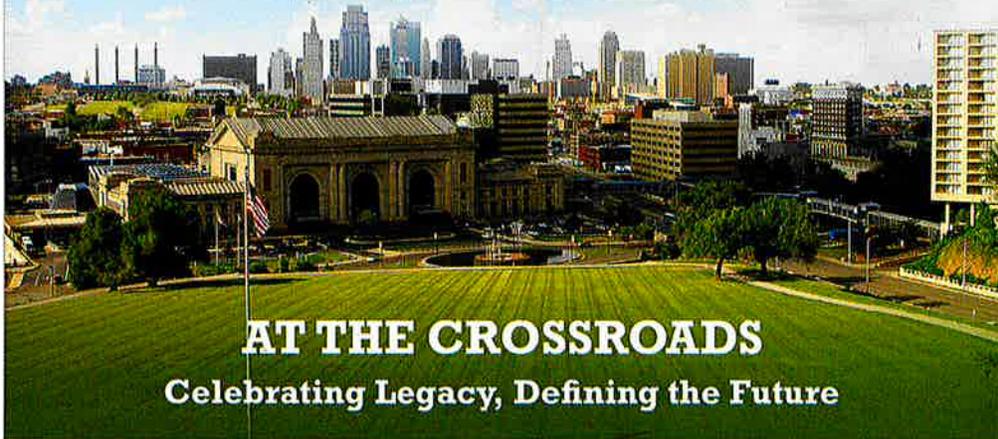
#WETHRIVEHERE



ICMA 2016 | SEPT 25-28

KANSAS CITY

102nd ANNUAL CONFERENCE



AT THE CROSSROADS

Celebrating Legacy, Defining the Future

**JOIN US FOR THE PREMIER PROFESSIONAL
DEVELOPMENT EVENT FOR LOCAL
GOVERNMENT LEADERS**

2016 ICMA Annual Conference

Get Connected

3,000+ Attendees and 150+ Exhibitors

Get Inspired

Dynamic Keynoters and Featured Speakers

Get Re-energized

55+ Educational Sessions; 24 Learning Lounge
Sessions; 29 Roundtable Sessions; 24 Solutions
Tracks, 7 Forums, and 21 Workshops

icma.org/conference



City Council MEMO

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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: 8/15/2016
Re: DVESD Community Building Transfer

Background: It was made aware to the administration that the DVESD wanted to take over the ownership of the North Sioux Community Center/Fire Hall. A contract has been drawn up to make this transfer. The DVESD would take immediate ownership of the building and the costs associated with it.

With the contract the City would still have the ability to use the Community Center at no cost for multiple events each year, the state would still be allowed access for driver's licenses exam purposes, and the City would still have access to use the building for election purposes. This would all be free of charge to the City.

If in the event DVESD would want to sell the building the City would have the first right to the building for no cost.

Financial Consideration: The City is currently bringing in approximately \$87,000 each year in rent from the building. This rent would be lost as an income source to the City. Currently there are approximately \$150,000 worth of expenses and upgrades that need to be done to the building including roof repairs, parking lot repairs, and other maintenance issues.

No significant improvements or maintenance items have been done to the building in many years, so the City is ahead on costs.

Recommendation: Administration recommends approval of the contract to transfer the ownership of the Community Center/Fire Hall to the Dakota Valley Emergency Services District.

Prepared By:
Darrell A. Jesse
711 Sioux Point Road, Suite 200
Dakota Dunes, SD 57049
Phone: (605)232-3340
Fax: (605) 232-8931
djesse@craryhuff.com

**EASEMENT AND USE AGREEMENT
WITH COVENANTS AND OPTION TO
REPURCHASE**

THIS EASEMENT AND USE AGREEMENT WITH COVENANTS AND OPTION TO REPURCHASE (“Agreement”) is made as of the _____ day of August, 2016, by and between *The City of North Sioux City, South Dakota* (“NSC”) and *The Dakota Valley Emergency Services District* (“DVESD”).

W I T N E S S E T H :

WHEREAS, NSC is the owner of the fire hall/community center and related improvements, including but not limited to parking areas, (collectively, the “**Building**”) located on the real estate situated in Union County, South Dakota and legally described as follows:

Lot 2 of Cottington’s First Addition in Lot 7 of Lot D in Government Lot 1, Government Lot 2 and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section 15, Township 89 North, Range 48 West of the 5th P.M., in North Sioux City, Union County, South Dakota (the “**Real Estate**”, and collectively with the Building, the “**Premises**”);

WHEREAS, the Premises is now owned by NSC and will be conveyed to DVESD on the condition that certain easements and rights to use the Building would be retained by NSC following the transfer;

WHEREAS, NSC and DVESD wish to memorialize the parties’ agreement regarding NSC’s continued use of the Building;

NOW, THEREFORE, for and in consideration of the premises, easements, and covenants contained herein, the sufficiency of which is hereby acknowledged, NSC and DVESD do hereby agree as follows:

1. Public Convention Center/Parking Lot.

A. **"Public Convention Center"** as used herein shall mean that certain space of approximately 5,500 square feet within the south part of the Building generally used for public and private events, including but not limited to the entrance/coat area, community center hall, and kitchen.

B. **"Parking Lot"** as used herein shall mean areas now or hereinafter made available on the Real Estate for vehicle parking.

2. Use. In consideration of the transfer of the Premises from NSC to DVESD, DVESD agrees that NSC, along with its agents, customers, invitees, licensees, tenants, and employees may use the Public Convention Center and Parking Lot as described below at no cost to NSC for the following municipal functions and events:

A. Elections. NSC may use the Public Convention Center as a polling place, and for related election activities, for all municipal, county, statewide, and federal elections. As soon as practical after the date for an election is set, NSC shall give DVESD notice of the election date.

B. Driver's Licensing Station. NSC may use the Public Convention Center as a station for administering driver's licensing programs on the second, fourth and fifth Wednesday and Thursday of each month or such other dates as may be determined by the State, and for as long as the State wishes to use the facility for the driver's license program.

C. Chili Feed. NSC may use the Public Convention Center to host its annual Community Chili Feed on a scheduled day in December of each year. As soon as practical after a date for the Chili Feed has been determined, NSC shall provide notice thereof to DVESD.

D. Additional Events. In addition to the regularly scheduled uses set forth in A – C above, NSC may use the Public Convention Center for up to seven (7) additional days per year. Such additional days shall be scheduled with DVESD at least two (2) weeks in advance unless the parties agree otherwise, and provided such additional event shall not interfere with third party usage that has already been scheduled.

3. Grant of Easements. DVESD hereby grants to NSC and to its agents, customers, invitees, licensees, tenants and employees, a nonexclusive easement over, through and upon the Real Estate and the Building (including the Public Convention Center and Parking Lot) for the uses set forth in Section 2 above..

4. Covenants of DVESD.

A. Maintenance. DVESD shall be solely responsible for all maintenance to the Building (including the Public Convention Center and Parking Lot) at DVESD's sole cost and expense. DVESD agrees to maintain the Building (including the Public Convention Center and Parking Lot) in good condition and repair at all times. The

Public Convention Center and Parking Lot shall be maintained in a neat, clean and orderly condition such that it is ready for immediate use by NSC at such times as are set forth in Section 2 above. The Parking Lot surfaces shall be maintained in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability. DVESD shall be solely responsible for removing all ice and snow, mud and sand or other debris from the Parking Lot and shall be responsible for all landscaping necessary to maintain the Real Estate and Building in good and presentable condition.

B. Taxes. In the event that the Premises becomes subject taxation in the future, DVESD covenants to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against Real Estate and Building.

C. Insurance.

(1) Liability Insurance. DVESD shall maintain in full force and effect liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises, with protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$1,000,000.00 for property damage. DVESD shall provide NSC with certificates of such insurance from time to time upon written request to evidence that such insurance is in force.

(2) Casualty Insurance. DVESD shall, at DVESD's sole expense, keep the Premises insured against loss or damage by fire and other perils and events as may be insured against under the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage), with such insurance to be for the full replacement value of the insured improvements.

D. Utilities. DVESD shall, at DVESD's sole expense, be responsible for providing all utilities and services to the Premises and shall at all times keep the Building adequately served with utilities.

5. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its use of the Premises.

6. Default and Enforcement. Enforcement of this Agreement shall be by proceedings at law or in equity and all legal and equitable remedies shall be available to the parties hereto. In addition to the foregoing, if DVESD defaults in the performance of, or compliance with, any of the terms or covenants of this Agreement, NSC, in addition to all other remedies provided by law, may, but need not, perform such term or covenant, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of twelve percent (12%) per annum, from the date of advance.

7. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall run with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

8. Option to Repurchase. If at any time, DVESD ceases use of the Premises for public purposes, for a period of more than sixty (60) consecutive days, or seeks to transfer the Premises to an entity for use other than for public purposes, NSC is hereby granted the exclusive option, but not the obligation, to repurchase the Premises for One Dollar (\$1.00) (the “**Option**”). NSC, in NSC’s sole and absolute discretion, may exercise the Option at any time by delivering to DVESD written notice of intent to exercise the Option (the “**Exercise Notice**”). DVESD and NSC shall thereafter close on NSC’s repurchase of the Premises within sixty (60) days after the Exercise Notice is given unless otherwise agreed in writing. At closing, DVESD shall convey marketable title to NSC, or its nominee or assignee, by Warranty Deed free and clear of all liens and encumbrances whatsoever, other than encumbrances created by this Agreement. Real estate taxes and other such costs, if any, shall be apportioned between the parties as of date of such closing.

9. Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated into this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each. If any provision in this Agreement is at any time found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement shall be construed in accordance with the laws of the State of South Dakota. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder because of any breach of the provisions of this Agreement.

10. Termination of Lease Agreement. A certain Lease (and amendments thereto) entered into by and between the undersigned parties dated October 19, 2005 is terminated effective upon the execution of this Agreement. Further, as a result of the current need for repairs and maintenance of the Premises the semi-annual rent payment of \$41,330.00 due June 1, 2016 to NSC is waived.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

DAKOTA VALLEY EMERGENCY
SERVICES DISTRICT

CITY OF NORTH SIOUX CITY

By: Randy Frederickson
Its: Mayor

ATTEST:

By: Susan Kloostra
Its: Finance Officer

STATE OF SOUTH DAKOTA)
 :SS
UNION COUNTY)

On this ____ day of _____, 2016, before me, the undersigned officer, personally appeared Randy Frederickson and Susan Kloostra, who acknowledged themselves to be the Mayor and City Finance Officer of the City of North Sioux City, by the City Council on motion made and second, authorized Randy Frederickson as Mayor and Susan Kloostra as 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: _____

Prepared By:
Darrell A. Jesse
711 Sioux Point Road, Suite 200
Dakota Dunes, SD 57049
Phone: (605)232-3340
Fax: (605) 232-8931
djesse@craryhuff.com

WARRANTY DEED

THE CITY OF NORTH SIOUX CITY, of 504 River Drive, North Sioux City, Union County, South Dakota 57049, a South Dakota municipal corporation (“Grantor”), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration GRANTS, CONVEYS and WARRANTS to DAKOTA VALLEY EMERGENCY SERVICES DISTRICT, a South Dakota governmental entity, of 502 Sodrac Drive, North Sioux City, SD 57049 (“Grantee”), all of the real estate described below:

Lot 2 of Cottington’s First Addition in Lot 7 of Lot D in Government Lot 1, Government Lot 2, and the Southeast Quarter of the Northwest Quarter (SD ¼ NW ¼) of Section 15, Township 89 North, Range 48 West of the 5th P.M., in North Sioux City, Union County, South Dakota.

subject to covenants, restrictions and easements of record.

Transfer Tax: Exempt per SDCL 43-4-22(2)

DATED this ____ day of August, 2016.

CITY OF NORTH SIOUX CITY

By: _____
RANDY FREDERICKSON
Its: Mayor

By: _____
SUSAN KLOOSTRA
Its: Finance Officer

STATE OF SOUTH DAKOTA, COUNTY OF UNION COUNTY, ss,

On this ____ day of August, 2016, before me, the undersigned officer, personally appeared Randy Frederickson and Susan Kloostra, who acknowledged themselves to be the Mayor and City Finance Officer of the City of North Sioux City, by the City Council on motion made and second, authorized Randy Frederickson and Susan Kloostra as Mayor and 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: _____



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: 8/15/2016
Re: Dave Avery Lots 1-3 Avery Addition Phase II- Plat

Background: Dave Avery has presented a plat for his property on Campbell St. The Planning Commission approved the plat on 8/10/2016.

Financial Consideration: None

Recommendation: Administration recommends the approval of the plat for Dave Avery.

DATE: 02/10/15 SURVEYED BY: JSS
DRAWN BY: ANG DATE: 07/27/16
PAGE 1 OF

FINAL PLAT
LOTS 1 THRU 3, AVERY ADDITION, PHASE II
NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA

S. Nozzy Surveying
19 ALCONA DRIVE
NORTH SIOUX CITY, SD 57049
605-232-3032
712-281-9922

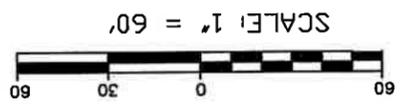
JEFF S SNOOZY, PLS #6012
DATE: 8/16/16
LICENSE RENEWAL DATE: DEC. 31, 2016 SHEETS COVERED BY THIS SEAL

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.

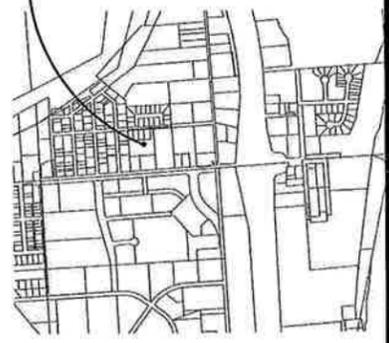
CERTIFICATION:

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

LEGEND



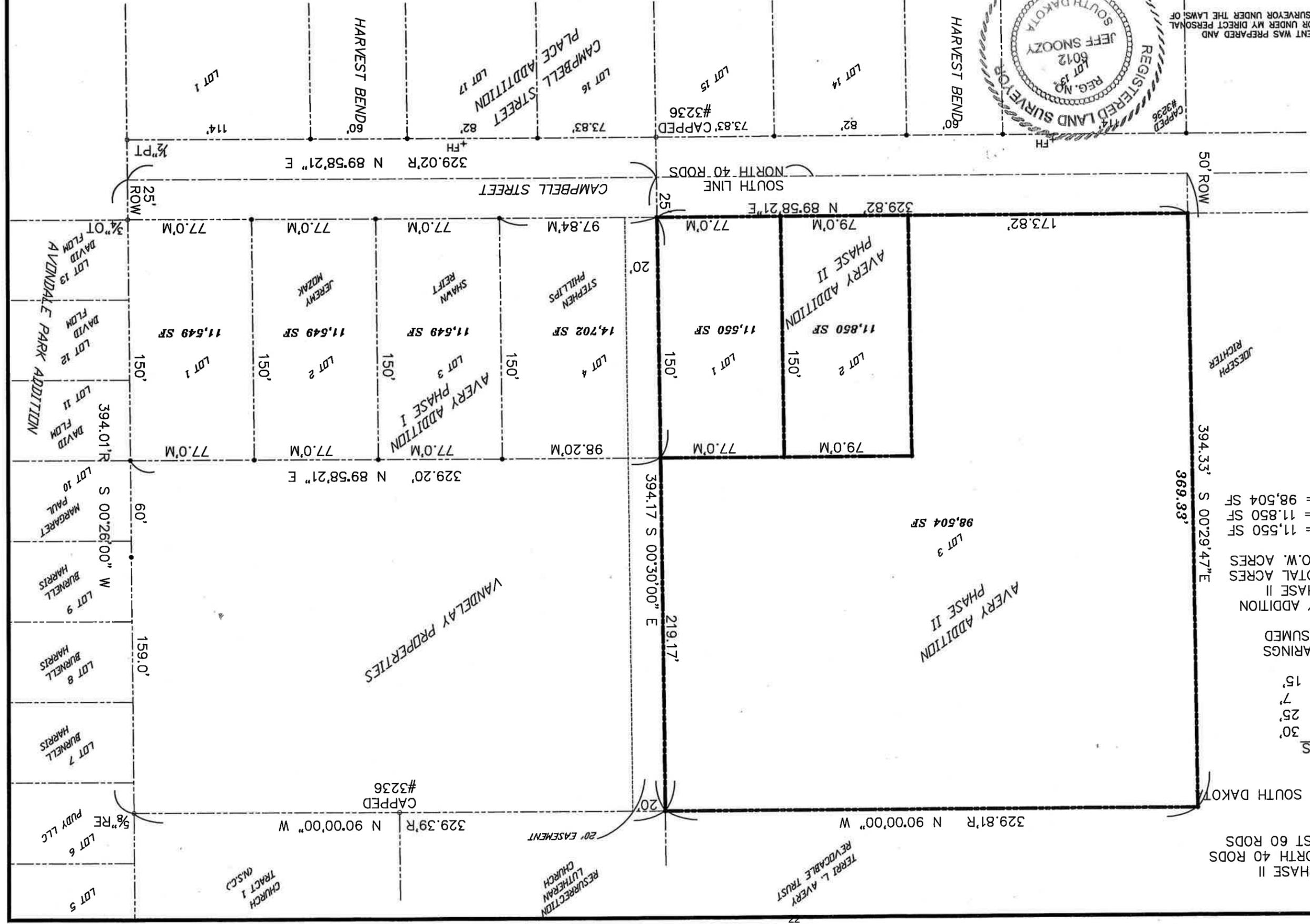
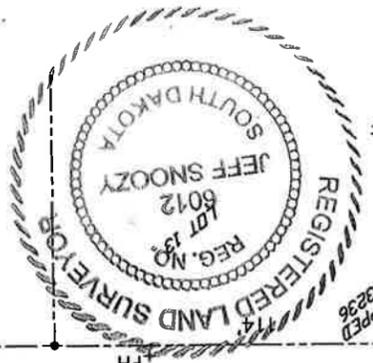
VICINITY MAP
N.T.S.
AVERY ADDITION



SECTION 15
AVERY ADDITION
PHASE II
2.99 TOTAL ACRES
0.19 R.O.W. ACRES
ASSUMED BEARINGS
FRONT 30'
BACK 25'
SIDE 7'
CORNER 15'

LOT 1 = 11,550 SF
LOT 2 = 11,850 SF
LOT 3 = 98,504 SF

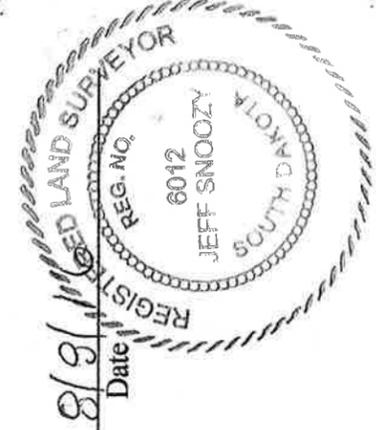
FINAL PLAT
LOTS 1 THRU 3, AVERY ADDITION PHASE II
IN THE SOUTH 20 RODS OF THE NORTH 40 RODS
OF THE EAST 20 RODS OF THE WEST 60 RODS
NW 1/4 OF THE SE 1/4
SECTION 15 T89N R48W
NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA



SURVEYOR'S CERTIFICATE

I, Jeff S. Snoozy, a Licensed Land Surveyor of the State of South Dakota, Do hereby certify that at the direction of the owners, I have surveyed Avery Addition Phase II, Lots 1 thru 3, in the Northwest One Quarter of the Southeast One Quarter of Section 15, Township 89 North, Range 48 West, North Sioux City, Union County, South Dakota, and that all dimensions are correct.


 Jeff S. Snoozy, No. 6012
 Licensed Land Surveyor



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 Avery Addition Phase II, Lots 1 thru 3, in the Northwest One Quarter of the Southeast One Quarter of Section 15, Township 89 North, Range 48 West, North Sioux City, Union County, South Dakota, be and the same is true.

 Chairman, Planning Commission, City of North Sioux City Date

OWNER'S CERTIFICATE:

I, the undersigned, do hereby certify that I am the owner of all land included in the above plat and that said plat has been made at my request and in accordance with my instructions for the purposes of transfer, and I further certify that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

 Teri L. Avery, Trustee Date

Acknowledgement of Owner

Be it remembered that on this _____ Day of _____, 20____, before me, the undersigned, a Notary Public, personally appeared Teri L. Avery, known to me to be the persons described in and who executed the foregoing certificate.

My Commission Expires: _____ Notary Public _____

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 Avery Addition Phase II, Lots 1 thru 3, in the Northwest One Quarter of the Southeast One Quarter of Section 15, Township 89 North, Range 48 West, North Sioux City, Union County, South Dakota, 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, North Sioux City

Mayor, City of North Sioux City

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



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: 8/15/2016
Re: Robert and Kelly Cherkas Lot A of Vacated Lost 8 & 9- Plat

Background: Robert and Kelly Cherkas have presented a plat for their property on Lloyd St. The Planning Commission approved the plat on 8/10/2016.

Financial Consideration: None

Recommendation: Administration recommends the approval of the plat for Dave Avery.

PLAT OF SURVEY

Legal: Lot A, of Vacated Lots 8 & 9
Block 7, Original Town of Stevens,
Now North Sioux City, Union County,
South Dakota

Note:

Lot A 12,896 SF

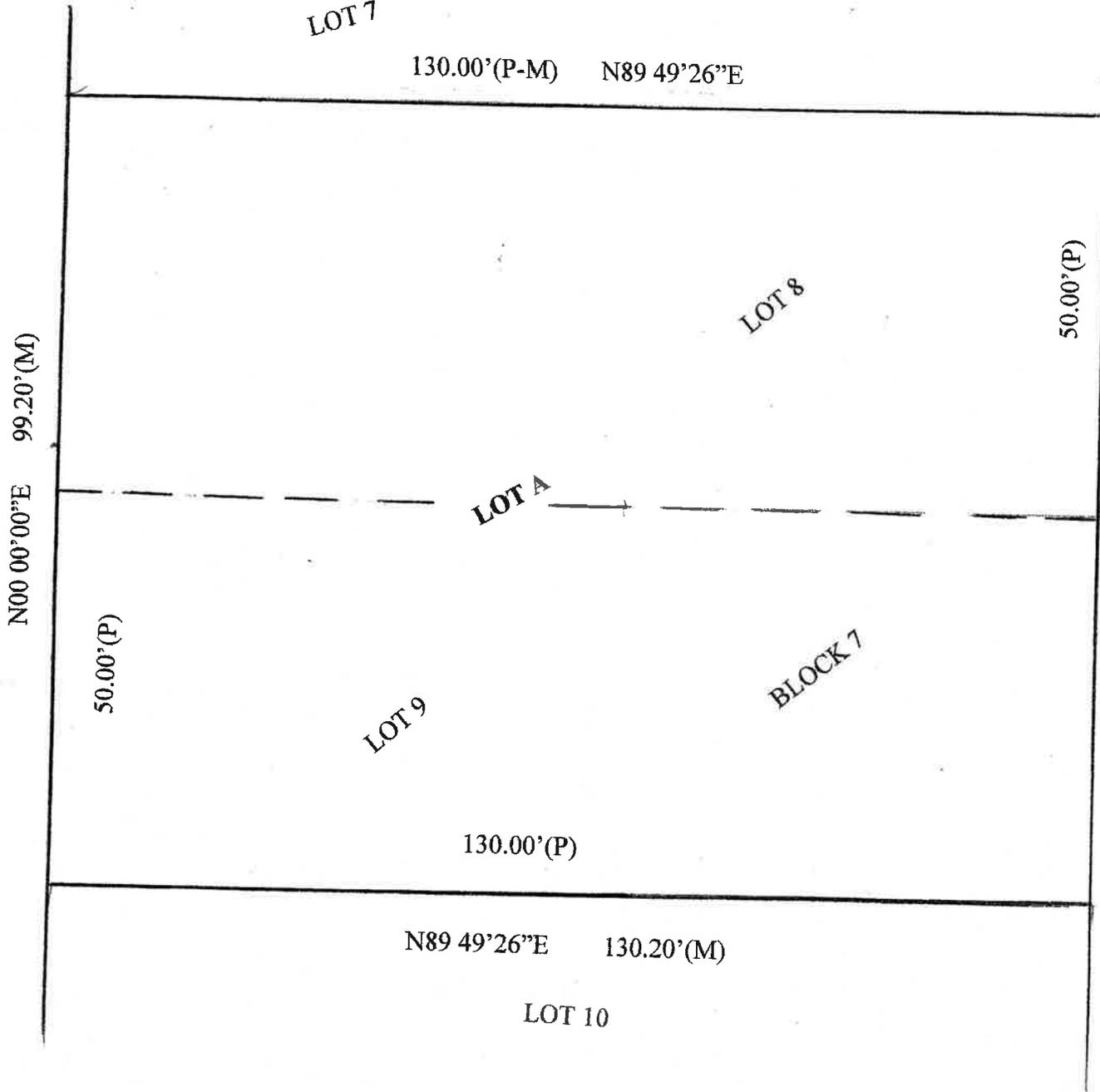
Bearings Assumed

60'(P)

LLOYD AVE



N00 00'00"E 99.20'(M)



50.00'(P)

LOT 9

130.00'(P)

N89 49'26"E 130.20'(M)

LOT 10

LOT A

LOT 7

130.00'(P-M) N89 49'26"E

LOT 8

50.00'(P)

BLOCK 7

N00 00'00"E 99.20'(M)

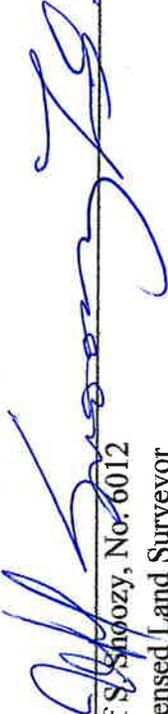
20'(P)



SURVEYOR'S CERTIFICATE

I, Jeff S. 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 A, Block 7, Original town of Stevens, Now 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: Lots 8 and 9, Block 7, Original town of Stevens, Now North Sioux City, Union County, South Dakota, that is shown on the above plat.



Jeff S. Snoozy, No. 6012
Licensed Land Surveyor

7/26/16

Date



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 A, Block 7, Original town of Stevens, Now North Sioux City, Union County, South Dakota, be and the same is true.

Chairman, Planning Commission, City of North Sioux City

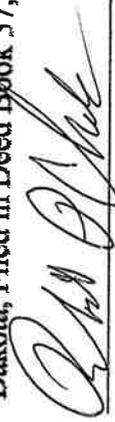
Date

OWNER'S CERTIFICATE:

I, the undersigned, do hereby certify that I am the owner of all land included in the above plat and that said plat has been made at my request and in accordance with my instructions for the purposes of transfer, and I further certify that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

We further certify that this platting does hereby vacate the following:

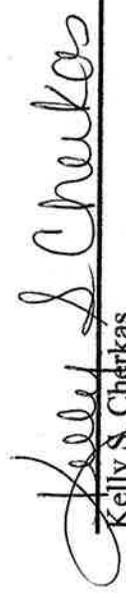
Lots 8 and 9, Block 7, Original town of Stevens, Now North Sioux City, Union County, South Dakota, Filed in Deed Book 37, Page 143 thru 145.



Robert P. Cherkas

8/2/16

Date



Kelly S. Cherkas

Date

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 A, Block 7, Original Town of Stevens, Now North Sioux City, Union County, South Dakota, 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, North Sioux City

Mayor, City of North Sioux City

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 this plat has been filed for record this _____ day of _____



Lot 8 Blk 7



Lot 9 Blk 7



City Council MEMO

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

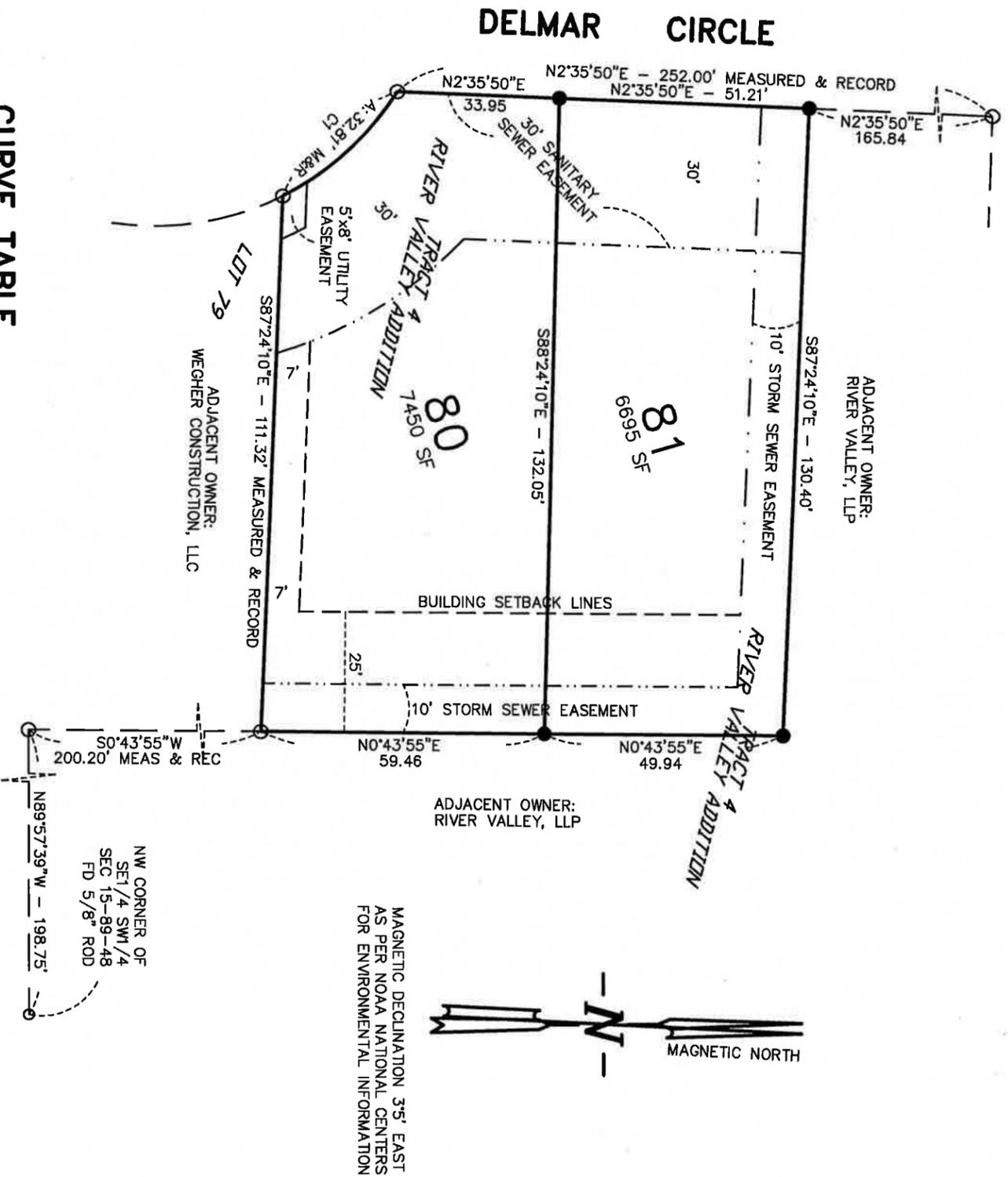
To: North Sioux City City Council
From: Ted Cherry – City Administrator
Date: 8/15/2016
Re: River Valley Lots 80 & 81 of Lot 4 - Plat

Background: Brown Wegher Construction have presented a plat for their property on Delmar Circle. The Planning Commission approved the plat on 8/10/2016.

Financial Consideration: None

Recommendation: Administration recommends the approval of the plat for Dave Avery.

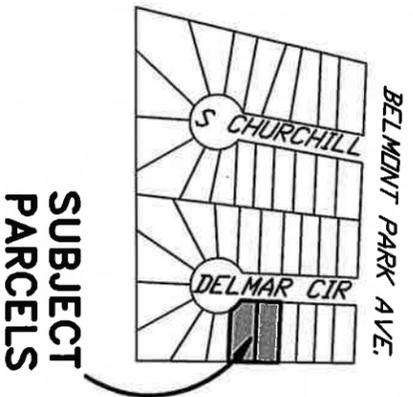
**PLAT OF
LOTS 80 AND 81 OF TRACT 4 OF
RIVER VALLEY ADDITION
NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA**



CURVE TABLE

No.	Delta	Radius	Arc Length	Tangent	Chord
1	31°19'39"	60.00	32.81	16.82	32.40 S41°44'21"E

VICINITY MAP
SCALE 1" = 400'



- INDICATES FOUND 1/2" IRON PIN UNLESS OTHERWISE INDICATED
 - INDICATES SET 1/2" IRON PIN W/ YELLOW CAP #4544
- TOTAL AREA IN ADDITION: 0.325 ACRES

SCALE: 1" = 30'



PLOT DATE: MAY 25, 2016
SHEET 1 OF 2

PREPARED BY
MLS & ASSOCIATES, PLC
201 BENSON BUILDING
SIOUX CITY, IOWA
(712) 258-6844

PLAT OF
LOTS 80 AND 81 OF TRACT 4 OF
RIVER VALLEY ADDITION
NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA

PLOT DATE: MAY 25, 2016
SHEET 2 OF 2

SURVEYOR'S CERTIFICATION

I, DOUGLAS J. MORDHORST, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT ON OR BEFORE MAY 25, 2016, I HAVE SURVEYED AND PLATTED LOTS 80 AND 81 OF TRACT 4 OF RIVER VALLEY ADDITION, NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, WITH ACRES AND DIMENSIONS OF SAID PLATTED LOTS AS SHOWN ON THIS PLAT.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE WITHIN AND FOREGOING PLAT HAS BEEN PREPARED FOLLOWING GENERALLY ACCEPTED PROFESSIONAL STANDARDS FOR TITLE SURVEYS. ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATION(S), AGENCY(S), AND/OR CORPORATION(S) EXPLICITLY LISTED. ANY CERTIFICATION, EXPRESSED OR IMPLIED HEREIN IS INVALID WITHOUT THE ORIGINAL SIGNATURE OF "DOUGLAS J. MORDHORST".

DATED THIS 25th DAY OF July, 2016.

[Signature]
DOUGLAS J. MORDHORST REG. NO. 4544



OWNER'S CERTIFICATE

I/WE THE UNDERSIGNED, DO HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER/OWNERS OF THE PROPERTY AS DESCRIBED ON THE ATTACHED CERTIFICATE OF DOUGLAS J. MORDHORST, THAT SAID PLAT HAS BEEN MADE AT MY/OUR REQUEST AND UNDER MY/OUR DIRECTION FOR THE PURPOSE OF TRANSFER, AND I/WE FURTHER CERTIFY THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS AS ARE APPLICABLE TO THIS PROPERTY.

DATED THIS 8 DAY OF August, 2016

[Signature]
RIVER VALLEY, LLP
BY RICK WEGHER, MANAGING PARTNER

STATE OF South Dakota
COUNTY OF Union } ss ACKNOWLEDGMENT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 8 DAY OF August, 2016, BY RICK WEGHER

[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



Expires March 3, 2021

NORTH SIOUX CITY PLANNING COMMISSION

BE IT RESOLVED BY THE NORTH SIOUX CITY PLANNING COMMISSION THAT THE ATTACHED PLAT OF LOTS 80 AND 81 OF TRACT 4 OF RIVER VALLEY ADDITION, NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

DATED THIS _____ DAY OF _____, 2016.

CHAIRMAN PLANNING COMMISSION

NORTH SIOUX CITY COUNCIL RESOLUTION

BE IT RESOLVED BY THE NORTH SIOUX CITY COUNCIL THAT THE ATTACHED PLAT OF LOTS 80 AND 81 OF TRACT 4 OF RIVER VALLEY ADDITION, NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

I, _____ CITY FINANCE OFFICER OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING ON THE _____ DAY OF _____, 2016.

CITY FINANCE OFFICER MAYOR

COUNTY TREASURER'S CERTIFICATE

I, THE UNDERSIGNED, COUNTY TREASURER FOR UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THIS PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE HAVE BEEN PAID IN FULL.

DATED THIS _____ DAY OF _____, 2016.

COUNTY TREASURER

DIRECTOR OF EQUALIZATION

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

DATED THIS _____ DAY OF _____, 2016.

DIRECTOR OF EQUALIZATION

REGISTER OF DEEDS

I, THE UNDERSIGNED, REGISTER OF DEEDS FOR UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED FOR RECORD THIS _____ DAY OF _____, 2016 AT _____ O' CLOCK _____ M., AND HAS BEEN FILED IN BOOK _____ OF PLATS ON PAGE _____ THEREIN.

REGISTER OF DEEDS

Prepared by:

James M. Wiederrich
Woods, Fuller, Shultz & Smith P.C.
300 South Phillips Avenue, Suite 300
PO Box 5027
Sioux Falls, SD 57117-5027
Phone (605) 336-3890

**SUPPLEMENTAL DECLARATION OF
COVENANTS, EASEMENTS, AND RESTRICTIONS**

This Supplemental Declaration of Covenants, Easements, and Restrictions (“Supplement”) dated August 8, 2016, is entered into by and between River Valley, L.L.P., a South Dakota limited liability partnership (“Developer”), with an address of 319 Dakota Dunes Boulevard, Suite B, Dakota Dunes, South Dakota 57049, Wegher Construction Co., a/k/a Wegher Construction, a South Dakota corporation, with an address of 319 Dakota Dunes Boulevard, Suite B, Dakota Dunes, South Dakota 57049 (“Declarant”), and Wegher Construction, an Iowa Limited Liability Company (“Owner”), with an address of 1255 Gateway Drive, North Sioux City, SD

RECITALS:

- A. Declarant subjected all parcels within the following described property to certain restrictions, covenants, conditions and easements as set forth in the Declaration of Covenants, Easements, and Restrictions dated January 29, 2016, recorded in the Union County real estate records on February 16, 2016 in Book 53 of Misc. on page 54 (the “Declaration”):
- Lots 76-77, inclusive, in Tract 4 of River Valley Addition to the City of North Sioux City, Union County, South Dakota, according to the recorded plat thereof (the “Declaration Property”).
- B. The Declaration Property is part of a development in North Sioux City, South Dakota known as River Valley Addition (the “Development”).
- C. Developer is the developer of the Declaration Property in addition to other property which has been made subject to the Declaration.
- D. Owner is the owner of the following described real property in North Sioux City, South Dakota (the “Additional Land”):

Lots 80 & 81, inclusive, in Tract 4 of River Valley Addition to the City of North Sioux City, Union County, South Dakota, according to the recorded plat thereof.

- E. The Declaration grants the Developer and the Declarant the right to render additional land subject to the Declaration.
- F. By reason of the Additional Land being part of the Development and within the immediate vicinity of the Declaration Property, Owner, Developer and Declarant desire to benefit and burden the Additional Land with the terms and conditions of this agreement, which will supplement the provisions of the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Declaration. Owner, Developer and Declarant declare, impose upon and charge the Additional Land with all of the restrictions, covenants, conditions and easements set forth in the Declaration (the "Restrictions"), whether of an affirmative or negative nature, all of which will constitute covenants running with the land and will be binding on, and for the benefit of, Owner, and all future owners of the Additional Land, Declarant and Developer, and all future owners of the Declaration Property and any other parcels made subject to the Declaration.
2. Additional Restrictions. The Additional Land will not be subject to any additional restrictions or burdens; however, all of the Restrictions of the Declaration will, in whole, be applicable to the Additional Land.
3. Ownership. All persons joining in this Supplement constitute the entire fee simple ownership of the Additional Land.
4. Term. The term of this Supplement will be concurrent with the Declaration.

[Signature Pages Follow]

DECLARANT:

WEGHER CONSTRUCTION CO., a/k/a
Wegher Construction

By *Rick Wegher*
Rick Wegher, President

STATE OF SOUTH DAKOTA)
 :
COUNTY OF UNION)

On this the 8 day of August, in the year 2016, before me personally appeared Rick Wegher, known to me to be the President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

My Commission Expires: March 3, 2021
(SEAL)

Jane Parmeter
Notary Public – South Dakota



DEVELOPER:

RIVER VALLEY, L.L.P.

By *Rick Wegher*
Rick Wegher, Managing Partner

STATE OF SOUTH DAKOTA)
 :
COUNTY OF UNION)

On this the 8 day of August, 2016, before me personally appeared Rick Wegher, known to me to be the Managing Partner of River Valley, L.L.P., the limited liability partnership that is described in and that executed the within instrument and acknowledged to me that such limited liability partnership executed the same.

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

My Commission Expires: March 3, 2021
(SEAL)

Jane Parmeter
Notary Public – South Dakota



OWNER:

WEGHER CONSTRUCTION CO., a/k/a
Wegher Construction

By *Rick Wegher*
Rick Wegher, President

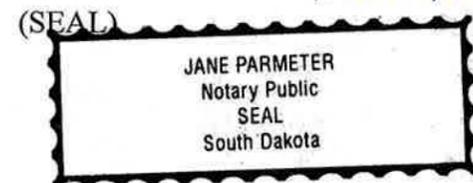
STATE OF SOUTH DAKOTA)
 :
COUNTY OF UNION)

On this the 8 day of August, 2016, before me personally appeared Rick Wegher, known to me to be the President of Wegher Construction., the limited liability company that is described in and that executed the within instrument and acknowledged to me that such limited liability company executed the same.

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

My Commission Expires: March 3, 2021

Jane Parmeter
Notary Public – South Dakota



AGREEMENT FOR RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One (\$ 1.00) Dollar and other good and valuable consideration paid to **River Valley, LLP** hereinafter referred to as GRANTOR, by the City of North Sioux City, South Dakota, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove utilities, over, under, across and through the land of the GRANTOR, situated in Union county, State of South Dakota, said land being described as follows:

LEGAL DESCRIPTION

Lot 80, River Valley Addition, City of North Sioux City, Union County, South Dakota,

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purpose of this easement.

The permanent easement shall be the east 10 ft. of the above described property, commencing at the easterly edge of the above described property and continuing west for a distance of 10 ft.,

GRANTOR agrees not to use the easement premises in a manner which will interfere with the GRANTEES full enjoyment of the rights hereby granted and GRANTOR further agrees not to erect or construct any building or other structure or other obstruction on the easement premises, or diminish or substantially add to the ground over the easement premises.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the installation, operation and maintenance of the utilities or improvements referred to herein

GRANTEE agrees that they will, following any initial construction or subsequent repair or reconstruction of the utilities, return the premises to their former condition as is reasonably possible at no expense to GRANTOR.

GRANTEE further agrees that they will inspect, repair, and maintain the utilities on said Easement, and have sole responsibility for said activities during the term of this agreement.

The grant and other provisions of this agreement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF the GRANTORS have executed this instrument this 8 day of August, 2016

Rick Wegher
Rick Wegher, Managing Partner

STATE OF SOUTH DAKOTA)
: SS

COUNTY OF UNION)

On this the 8 day of August, 2016, before me,
Jane Parmeter, the undersigned officer, personally appeared

Rick Wegher
Managing Partner, known

to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledges that he/she/they executed the same for the purposes therein contained.

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

Jane Parmeter
Notary Public
My commission expires: *March 3, 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: Ted Cherry – City Administrator
Date: 8/15/2016
Re: Rezoning Hearing Request – Flynn Lot 2 Tract 1

Background: The North Sioux City Economic Development Corporation has requested the land be rezoned from Residential R-1 to Light Industrial L-I. This is approximately 7 acres which the NSCEDC plans to sell for development purposes.

The Planning Commission had a hearing on 8/10/2016 and passed the rezone request unanimously. The Council has an obligation to set a hearing date.

Financial Consideration: Publication of hearing date in the North Sioux Times

Recommendation: Administration recommends setting a hearing date for Flynn Lot 2 of Flynn Tract 1 for September 19, 2016 at 7:00pm

PETITION FOR RE-ZONING

TO THE MAYOR AND CITY COUNCIL OF NORTH SIOUX CITY, SOUTH DAKOTA,

North Sioux City Economic Development Corporation, Eugene Flynn, and Cheryl Flynn, (hereinafter the "Petitioners") hereby petition for the re-zoning of all of the following described real property:

Lot 2 of Flynn Tract 1, being a part of Lot A in Section 10, Township 89 North, Range 48, West of the 5th P.M., Union County, South Dakota

The Petitioners hereby submit this written petition requesting that the above described property be re-zoned from R-1, Residential, to I-1, Light Industrial.

The Petitioners request that the Planning and Zoning Commission and the City of North Sioux City set public hearings to consider the zoning amendments and publish notice of said hearings.

The Petitioners further request that the Planning and Zoning Commission and the City Council consider and approve the re-zoning request contained herein.

Dated this 10th day of August, 2016.

NORTH SIOUX CITY ECONOMIC DEVELOPMENT CORPORATION

BY: Michael Huber
Michael Huber
ITS: President

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF UNION)

On this, the 10th day of August, 2016, before me, the undersigned officer, personally appeared Michael 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.

Jennifer K. Bourne
Notary Public
JENNIFER K. BOURNE Expires: 02-12-2020
NOTARY PUBLIC
SOUTH DAKOTA

PETITION FOR RE-ZONING

TO THE MAYOR AND CITY COUNCIL OF NORTH SIOUX CITY, SOUTH DAKOTA,

North Sioux City Economic Development Corporation, Eugene Flynn, and Cheryl Flynn, (hereinafter the "Owners") own all of the following described real property:

Lot 2 of Flynn Tract 1, being a part of Lot A in Section 10, Township 89 North, Range 48, West of the 5th P.M., Union County, South Dakota

The Owners hereby submit this written petition requesting that the above described property be re-zoned from R-1, Residential, to I-1, Light Industrial.

The Owners request that the Planning and Zoning Commission and the City of North Sioux City set public hearings to consider the zoning amendments and publish notice of said hearings.

The Owners further request that the Planning and Zoning Commission and the City Council consider and approve the re-zoning request contained herein.

Dated this 7th day of July, 2016.

NORTH SIOUX CITY ECONOMIC
DEVELOPMENT CORPORATION

BY: Michael Huber

Michael Huber

ITS: President

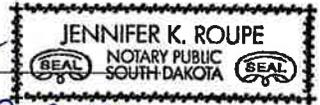
STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF UNION)

On this, the 7th day of July, 2016, before me, the undersigned officer, personally appeared Michael 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.

Jennifer K. Roupe
Notary Public

My Commission Expires: 02-12-2020



Eugene Flynn
Eugene Flynn

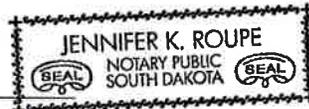
Cheryl Flynn
Cheryl Flynn

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF UNION)

On this 7th day of July, 2016, before me, the undersigned officer, personally appeared Eugene Flynn and Cheryl Flynn, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Jennifer K. Roupe
Notary Public
My Commission Expires: 02-12-2020



City of North Sioux City – Zoning Change Application

Name and address of property owner:

North Sioux City Economic Development Corporation

504 River Drive, North Sioux City, SD 57049

Name Eugene & Cheryl Flynn

Address

Legal Description of the land on which such permit is requested:

Lot 2 of Flynn Tract 1, being a part of Lot A in Section 10, Township 89 North, Range 48, West of the 5th P.M., Union County, South Dakota

Present Zoning

R-1 - Residential

District Classification:

Applicant Name: North Sioux City Economic Development Corporation

Address 504 River Drive, North Sioux City, SD 57049

Phone #'s (C) (712) 444-0826

(W) (605) 232-4510

Reason for Zoning Change:

Rezone land from R-1 - Residential to L-1 - Light Industrial to allow for business development.

SIGNATURE IS REQUIRED TO PROCESS APPLICATION

SIGNATURE

Paige Petersen

DATE

7/7/2016

FOR OFFICE USE ONLY

Date of P&Z Hearing

8 / 10 / 16

Approved

Deny

Date of City Council Hearing

___ / ___ / ___

Approved

Deny

Dates of Publications

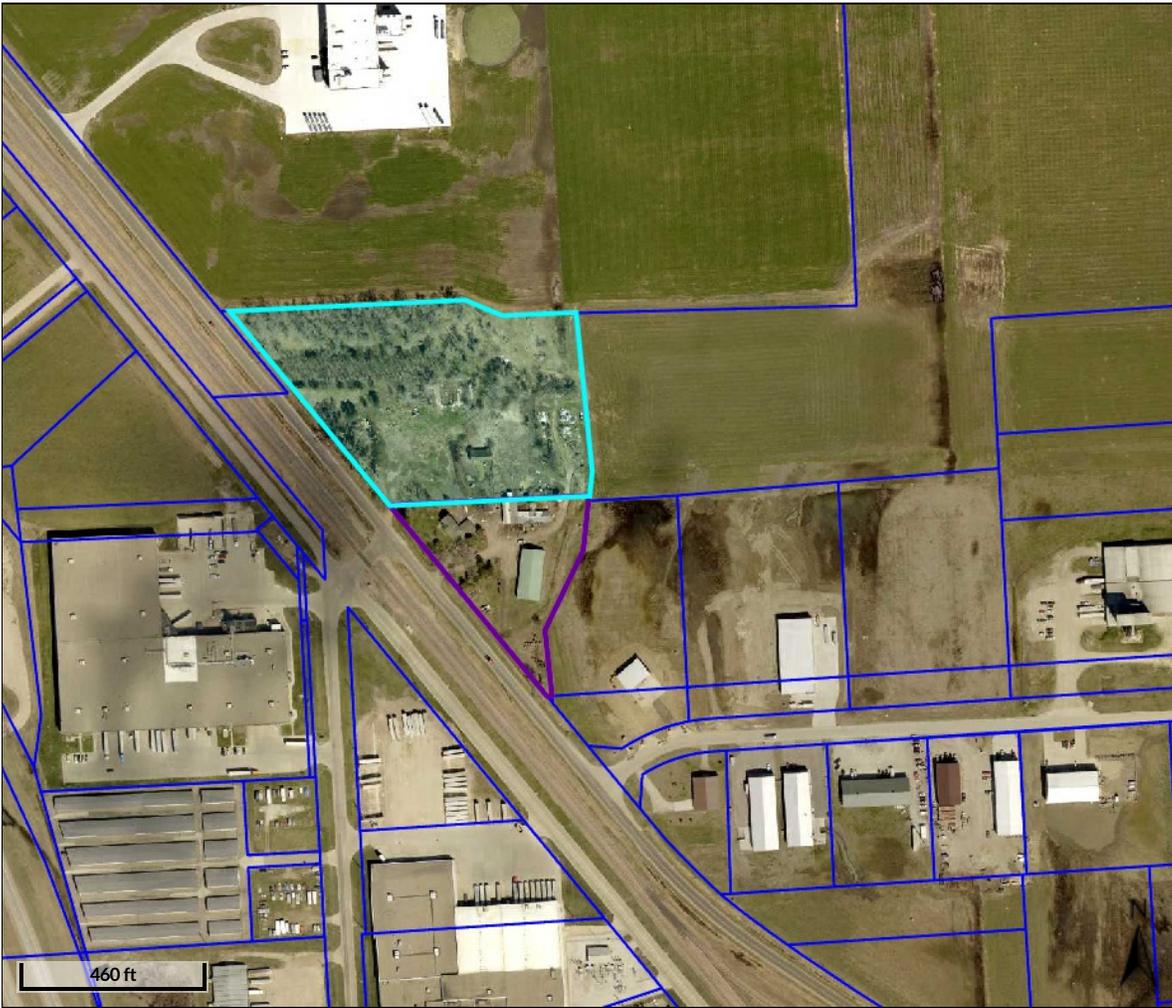
___ / ___ / ___

and

___ / ___ / ___

APPROVED BY:

Date:



Overview



Legend

-  Corporate Limits
-  Political Township
-  Parcels

Parcel ID	05.07.10.1050	Alternate ID	n/a	Owner Address	NORTH SIOUX CITY
Sec/Twp/Rng	10-89-48	Class	CITY		504 RIVER DR
Property Address	N HWY 105	Acreage	n/a		NORTH SIOUX CITY SD 57049
District	11618				
Brief Tax Description	REPLAT LOT 2 FLYNN TR 1 BEING A PART OF LOT A (7.29A)				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 8/11/2016

 Developed by
The Schneider Corporation



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: 8/15/2016
Re: Rezoning Hearing Request – Flynn Lot B of Lot A

Background: The North Sioux City Economic Development Corporation has requested the land be rezoned from Agricultural A to Light Industrial L-I. This is approximately 42 acres which the NSCEDC plans to sell for development purposes.

The Planning Commission had a hearing on 8/10/2016 and passed the rezone request unanimously. The Council has an obligation to set a hearing date.

Financial Consideration: Publication of hearing date in the North Sioux Times

Recommendation: Administration recommends setting a hearing date for Flynn Lot B of Lot A for September 19, 2016 at 7:00pm

PETITION FOR RE-ZONING

TO THE MAYOR AND CITY COUNCIL OF NORTH SIOUX CITY, SOUTH DAKOTA,

North Sioux City Economic Development Corporation, Eugene Flynn, and Cheryl Flynn, (hereinafter the "Petitioners") hereby petition for the re-zoning of all of the following described real property:

Lot B of Lot A in the Northeast Quarter, the Southeast of the Northwest Quarter of Section 10, Township 89 North, Range 48, West of the 5th P.M., less Flynn Tract 6 consisting of Lots 1 and 2, as platted in Book 29 of Plats on Page 14, North Sioux City, Union County, South Dakota

The Petitioners hereby submit this written petition requesting that the above described property be re-zoned from AG, Agricultural, to I-1, Light Industrial.

The Petitioners request that the Planning and Zoning Commission and the City of North Sioux City set public hearings to consider the zoning amendments and publish notice of said hearings.

The Petitioners further request that the Planning and Zoning Commission and the City Council consider and approve the re-zoning request contained herein.

Dated this 10th day of August, 2016.

NORTH SIOUX CITY ECONOMIC DEVELOPMENT CORPORATION

BY: Michael Huber

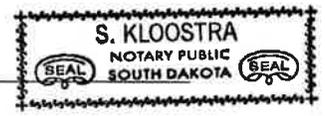
ITS: President

STATE OF SOUTH DAKOTA) : SS
COUNTY OF UNION)

On this, the 10th day of August, 2016, before me, the undersigned officer, personally appeared Michael 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.

S. Kloostra
Notary Public
My Commission Expires: 3-1-2017



PETITION FOR RE-ZONING

TO THE MAYOR AND CITY COUNCIL OF NORTH SIOUX CITY, SOUTH DAKOTA,

North Sioux City Economic Development Corporation, Eugene Flynn, and Cheryl Flynn, (hereinafter the "Owners") own all of the following described real property:

Lot B of Lot A in the Northeast Quarter, the Southeast of the Northwest Quarter of Section 10, Township 89 North, Range 48, West of the 5th P.M., less Flynn Tract 6 consisting of Lots 1 and 2, as platted in Book 29 of Plats on Page 14, North Sioux City, Union County, South Dakota

The Owners hereby submit this written petition requesting that the above described property be re-zoned from AG, Agricultural, to I-1, Light Industrial.

The Owners request that the Planning and Zoning Commission and the City of North Sioux City set public hearings to consider the zoning amendments and publish notice of said hearings.

The Owners further request that the Planning and Zoning Commission and the City Council consider and approve the re-zoning request contained herein.

Dated this 7th day of July, 2016.

NORTH SIOUX CITY ECONOMIC DEVELOPMENT CORPORATION

BY: Michael Huber

Michael Huber

ITS: President

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF UNION)

On this, the 7th day of July, 2016, before me, the undersigned officer, personally appeared Michael 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.

[Handwritten signature of Jennifer K. Roupe]

Notary Public

My Commission Expires:

02-12-2020



Eugene Flynn

Eugene Flynn

Cheryl Flynn

Cheryl Flynn

STATE OF SOUTH DAKOTA)

:SS

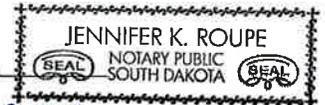
COUNTY OF UNION)

On this 7th day of July, 2016, before me, the undersigned officer, personally appeared Eugene Flynn and Cheryl Flynn, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Jennifer K. Roupe
Notary Public

My Commission Expires: 02-12-2020



City of North Sioux City – Zoning Change Application

Name and address of property owner:

North Sioux City Economic Development Corporation

504 River Drive, North Sioux City, SD 57049

Name Eugene & Cheryl Flynn

Address

Legal Description of the land on which such permit is requested:

Lot B of Lot A in the Northeast Quarter, the Southeast of the Northwest Quarter of Section 10, Township 89 North, Range 48, West of the 5th P.M., less Flynn Tract 6 consisting of Lots 1 and 2, as platted in Book 29 of Plats on Page 14, North Sioux City, Union County, South Dakota

Present Zoning

AG - Agricultural

District Classification:

Applicant Name: North Sioux City Economic Development Corporation

Address 504 River Drive, North Sioux City, SD 57049

Phone #'s (C) (712) 444-0826

(W) (605) 232-4510

Reason for Zoning Change:

Rezoning land from AG - Agricultural to L-1 - Light Industrial to allow for business development.

SIGNATURE IS REQUIRED TO PROCESS APPLICATION

SIGNATURE Paige Petersen DATE 7/7/2016

FOR OFFICE USE ONLY

Date of P&Z Hearing 8 / 10 / 16

Approved Deny

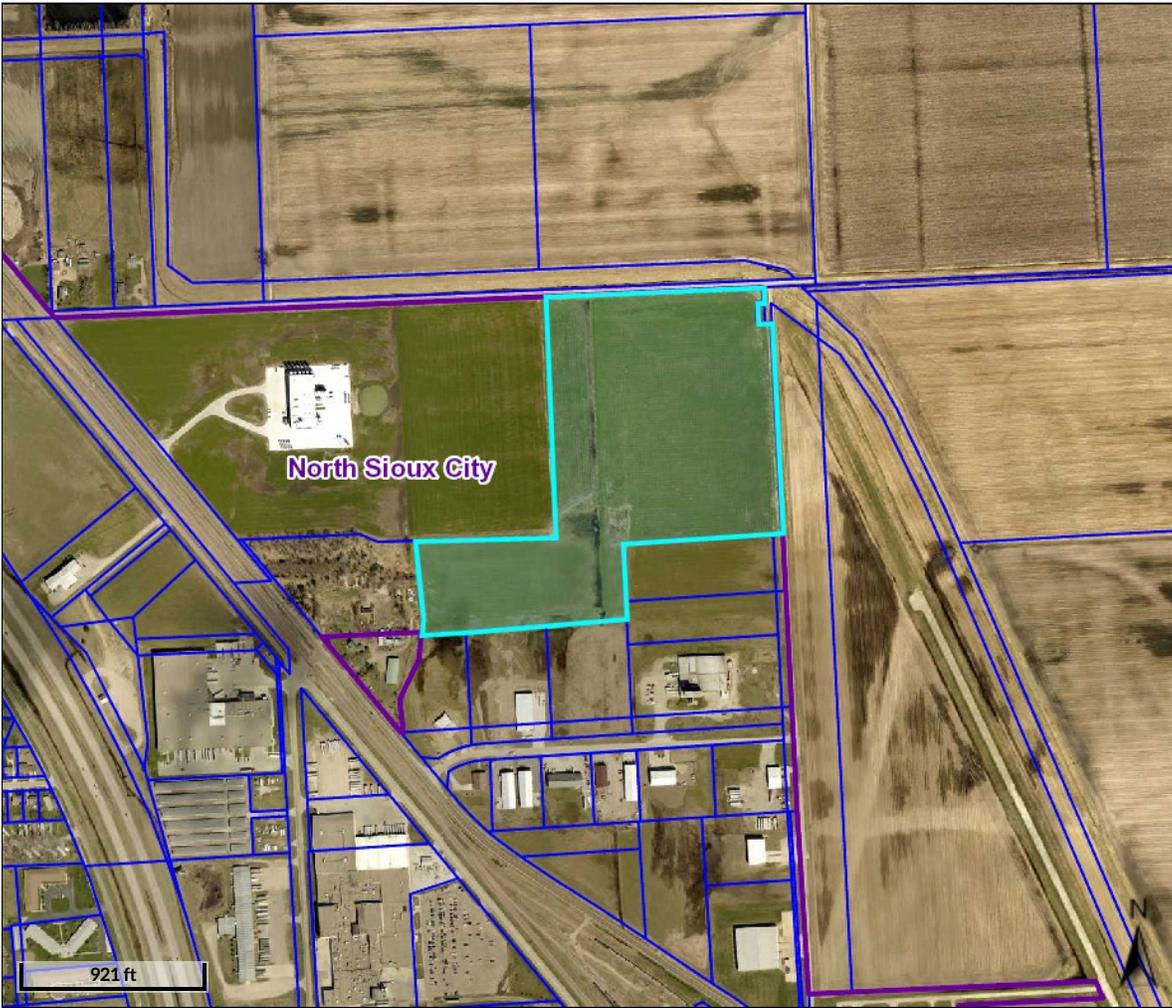
Date of City Council Hearing / /

Approved Deny

Dates of Publications / / and / /

APPROVED BY:

Date:



Overview



Legend

-  Corporate Limits
-  Political Township
-  Parcels

Parcel ID	05.07.10.2060	Alternate ID	n/a	Owner Address	NORTH SIOUX CITY
Sec/Twp/Rng	--	Class	CITY		504 RIVER DR
Property Address		Acreage	n/a		NORTH SIOUX CITY SD 57049
District	05618A				
Brief Tax Description	LOT B OF LOT A IN NE1/4, SE1/4 & NW1/4 LESS LOTS 1 & 2 OF FLYNN TR 6				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 8/11/2016



Developed by
The Schneider Corporation



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: 8/15/2016
Re: River Drive Lift Station Generator Advertising Notice

Background: at the 7/5/2016 City Council meeting the Council approved Greg Meyer to move forward with the design of a generator to be placed at the River Drive lift station (Miller Lift Station). Greg is ready to move forward with advertising for bids. Bids will be accepted until September 14th.

The budgeted amount for FY2016 for this project is \$104,118.

Financial Consideration: Publication in the North Sioux Times

Recommendation: Administration recommends the approval of the bid letting for the River Drive lift station generator.

Buell Winter Mousel and Associates, P.C.
705 Douglas Street, Suite 636
Sioux City, IA 51101
712/258-4202

AUGUST 2016

NOTICE TO CONTRACTORS

RIVER DRIVE GENERATOR REPLACEMENT
North Sioux City, SD
BWMA Project No. 22116

Sealed Bids will be received by the North Sioux City for the construction of the RIVER DRIVE GENERATOR REPLACEMENT located in Union County for the City of North Sioux City.

Description of Work: Replace existing generator, and electrical equipment for the existing wastewater lift station facility.

Bids will be received until 2:00 p.m. (CST), on September 14, 2016, at City Hall at which time they will be accepted for consideration. Bids received after this time will not be accepted.

The Work shall be started within ten (10) calendar days from the date of the Notice to Proceed and shall be completed by December 31, 2016.

If the Contractor neglects, fails, or refuses to complete the Work within the Contract Time or an extension as determined by the Engineer, the Contractor shall pay the Owner the sum of two hundred dollars (\$200.00), not as a penalty, but as liquidated damages for such breach of Contract, for each and every working day that the Contractor defaults after the time stipulated for completing the Work.

Each bidder shall submit with his Bid a certified check, cashier's check or Bid Bond in a separate envelope, in an amount not less than ten percent (10%) of the total amount of his Base Bid.

No Bidder may withdraw his Bid for at least thirty (30) calendar days after the scheduled closing time for the receipt of Bids.

NC-1

Bidding documents may be obtained from Buell Winter Mousel and Associates, P.C., 705 Douglas Street, Suite 636, Sioux City, Iowa 51101, on payment of a deposit of fifty dollars (\$50.00). Upon the return of the Bidding Documents to the Engineer, in good condition, within ten (10) days after the opening of Bids, planholders will receive a full refund.

The Owner reserves the right to reject any or all Bids and to waive informalities in Bids received.

ATTEST:

NORTH SIOUX CITY

Randy Fredericksen, Mayor

NC-2

2015 CITATION STATISTICS

3rd Quarter

<u>JULY</u>		<u>State/Court Citations</u>		
K 505055	7/1	Driving While Revoked/Barred	Court	2O Sharkey
K 505056	7/1	Speeding	Court	2O Sharkey
K 505066	7/14	Following Too Closely (Accident)	Court	2W McIntosh
K 505174	7/1	Furnishing Alcohol to Minors	Court	2E Mahlke
K 505185	7/17	No Insurance	Court	2X Feller
K 505186	7/22	DUI (1st)	Court	2X Feller
K 505187	7/22	Stop Sign Violation	Court	2X Feller
K 505188	7/22	Speeding	Court	2X Feller
K 505336	7/4	No Insurance	Court	2R Ryan
K 505337	7/4	No Insurance	Court	2R Ryan
K 575340	7/31	Grand Theft (F6)	Court	2E Mahlke
K 575341	7/31	Eluding in MV, Reckless Driving, Revoked DL, Ingestion	Court	2E Mahlke
K 575342	7/31	Poss. Drug Para, Speeding, Stop Sign Viol (x3)	Court	2E Mahlke
K 575343	7/31	Ingestion	Court	2E Mahlke
K 575344	7/31	Poss. Drug Paraphernalia	Court	2E Mahlke
K 505347	7/1	Speeding	Court	2Z Close
K 505351	7/1	Minor in Poss/Consp of Alcohol	Court	2Z Close
K 505352	7/2	Seatbelt Violation	Court	2Z Close
K 505353	7/2	Expired Tags	Court	2Z Close
K 505355	7/2	Seatbelt Violation	Court	2Z Close
K 505357	7/16	Driving While Revoked	Court	2Z Close
K 505358	7/16	No Insurance	Court	2Z Close
K 505397	7/23	No Insurance	Court	2R Ryan
				Total State/Court Citations = 23
<u>JULY</u>		<u>Municipal Citations</u>		
K 469069	7/22	Speeding	\$105	2R Ryan
K 469070	7/22	Speeding	\$105	2R Ryan
K 505057	7/26	Speeding	\$85	2O Sharkey
K 505059	7/26	Speeding	\$85	2O Sharkey
K 505065	7/13	Stop Sign Violation	\$120	2W McIntosh
K 505100	7/21	Parking Violation (Boat Ramp)	\$120	2H Headid
K 505176	7/17	No License Plates	\$120	2E Mahlke
K 505177	7/22	Speeding	\$85	2E Mahlke
K 505178	7/30	Speeding	\$85	2E Mahlke
K 505338	7/5	Speeding	\$85	2R Ryan
K 505339	7/5	Speeding	\$85	2R Ryan
K 505345	7/1	Speeding	\$85	2Z Close
K 505346	7/1	Speeding	\$105	2Z Close
K 505348	7/1	Speeding	\$85	2Z Close
K 505349	7/1	Speeding	\$85	2Z Close
K 505350	7/1	Speeding	\$85	2Z Close
K 505356	7/4	Parking Violation (Fire Hydrant)	\$120	2Z Close
K 505359	7/17	Speeding	\$145	2Z Close



NORTH SIOUX CITY

08/05/16 12:29 PM

Page 1

***Check Reconciliation©**

1010 1070

1010 Cash-LBN/1070 Restricted

JULY 2016

Account Summary

Beginning Balance on	7/1/2016	\$2,994,428.09	Cleared	\$2,954,368.96
+ Receipts/Deposits		\$405,713.73	Statement	\$2,954,368.96
- Payments (Checks and Withdrawals)		\$445,772.86	Difference	\$0.00
Ending Balance as of	7/31/2016	\$2,954,368.96		

Check Book Balance

Active	G 101-1010	General Fund	\$1,336,745.67
Active	G 211-1010	Liq/Lod/Dining Sales Tax	-\$124,606.54
Active	G 212-1010	Additional Sales Tax Fund	\$814,946.05
Active	G 214-1010	911 Emergency Fund	-\$36,883.67
Active	G 217-1010	Grant Revolving Loan Fund	-\$129,313.32
Active	G 218-1010	River Valley Special Rev TIF	-\$1,987.88
Active	G 303-1010	Special Assess-Storm Sewe	\$0.00
Active	G 320-1010	Debt Svc - River Valley TIF	\$0.00
Active	G 518-1010	River Valley Captial Project	\$0.00
Active	G 519-1010	Capital Projects	\$0.00
Active	G 602-1010	Water	-\$138,625.49
Active	G 602-1070	Water	\$56,475.17
Active	G 604-1010	Sewer	\$1,333,737.01
Active	G 604-1070	Sewer	\$0.00
Active	G 612-1010	Solid Waste	\$27,596.77
		Cash Balance	\$3,138,083.77

Begining Balance	\$2,994,428.09
+ Total Deposits	\$607,466.73
- Checks Written	\$463,811.32
Check Book Balance	\$3,138,083.50
Difference	(\$0.27)



NORTH SIOUX CITY

08/05/16 12:30 PM

Page 2

***Check Reconciliation©**

**Liberty Natl 8010048
1010 Cash-LBN**

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	POS 07-01-16	7/1/2016		(\$136.09)
Deposit	UB 07-01-16	7/1/2016		(\$2,650.90)
Deposit	POS 07-05-16	7/5/2016		(\$200.00)
Deposit	POS 07-05-16	7/5/2016		(\$197.10)
Deposit	UB 07-05-16	7/5/2016		(\$9,822.77)
Deposit	TY 070516	7/5/2016		(\$62.98)
Deposit	UBUPJEFFP	7/13/2016		\$59.84
Deposit	POS 07-06-16	7/6/2016		(\$45.00)
Deposit	POS 07-06-16	7/6/2016		(\$100.00)
Deposit	UB 07-06-16	7/6/2016		(\$3,202.79)
Deposit	PSN 07-05-16	7/5/2016		(\$139.78)
Deposit	PSN 07-06-16	7/6/2016		(\$246.51)
Deposit	RC 07-06-16	7/6/2016		(\$18,782.25)
Deposit	POS 07-07-16	7/7/2016		(\$1,581.00)
Deposit	POS 07-07-16	7/7/2016		(\$200.00)
Deposit	UB 07-07-16	7/7/2016		(\$3,346.35)
Deposit	UB 07-07-16	7/7/2016		(\$42.22)
Deposit	PSN 07-07-16	7/7/2016		(\$1,603.41)
Deposit	POS 07-08-16	7/8/2016		(\$100.00)
Deposit	POS 07-08-16	7/8/2016		(\$70.00)
Deposit	UB 07-08-16	7/8/2016		(\$1,610.19)
Deposit	UB 07-08-16	7/8/2016		(\$15.06)
Deposit	CC 07-08-16	7/8/2016		(\$100.00)
Deposit	PSN 07-08-16	7/8/2016		(\$462.71)
Deposit	POS 07-11-16	7/11/2016		(\$2,223.41)
Deposit	POS 07-11-16	7/11/2016		(\$100.00)
Deposit	UB 07-11-16	7/11/2016		(\$5,868.86)
Deposit	PSN 07-11-16	7/11/2016		(\$362.78)
Deposit	CC 07-11-16	7/11/2016		(\$20.00)
Deposit	ACH 07-10-16	7/11/2016		(\$36,535.77)
Deposit	POS 07-12-16	7/12/2016		(\$1,386.95)
Deposit	CC 07-12-16	7/12/2016		(\$20.00)
Deposit	UB 07-12-16	7/12/2016		(\$1,646.96)
Deposit	POS 07-13-16	7/13/2016		(\$100.00)
Deposit	POS 07-13-16	7/13/2016		(\$529.35)
Deposit	UB 07-13-16	7/13/2016		(\$4,280.24)
Deposit	PSN 07-13-16	7/13/2016		(\$58.64)
Deposit	POS RC 0613	6/13/2016	(\$20.00)	
Deposit	POS 07-14-16	7/14/2016		(\$48.00)
Deposit	UB 07-14-16	7/14/2016		(\$8,324.90)
Deposit	CK 07-14-16	7/14/2016		(\$136.84)
Deposit	POS 07-15-16	7/15/2016		(\$80.00)
Deposit	UB 07-15-16	7/15/2016		(\$3,401.45)
Deposit	CC 07-15-16	7/15/2016		(\$44.00)
Deposit	CK 07-15-16	7/15/2016		(\$69.41)
Deposit	POS 07-18-16	7/18/2016		(\$200.00)
Deposit	POS 07-18-16	7/18/2016		(\$973.55)
Deposit	UB 07-18-16	7/18/2016		(\$10,312.89)



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Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	CC 07-18-16	7/18/2016		(\$142.63)
Deposit	CK 07-18-16	7/18/2016		(\$129.12)
Deposit	POS 07-19-16	7/19/2016		(\$1,743.15)
Deposit	POS 07-19-16	7/19/2016		(\$200.00)
Deposit	CC1 07-19-16	7/19/2016		(\$100.00)
Deposit	PSN 07-19-16	7/19/2016		(\$62.84)
Deposit	UB 07-19-16	7/19/2016		(\$3,052.02)
Deposit	MNTX1 JY16	7/1/2016		(\$189,737.38)
Deposit	E911 JUL16	7/21/2016		(\$3,030.43)
Deposit	MNTX2 JL15	7/22/2016	(\$200,140.94)	
Deposit	MSQTGRT JL16	7/30/2016	(\$1,161.00)	
Deposit	HWYBRDG JL16	7/15/2016		(\$10,259.29)
Deposit	POS 07-20-16	7/20/2016		(\$35.00)
Deposit	UB 07-20-16	7/20/2016		(\$7,962.66)
Deposit	PSN 07-20-16	7/20/2016		(\$574.27)
Deposit	POS 07-21-16	7/21/2016		(\$5.00)
Deposit	UB 07-21-16	7/21/2016		(\$1,701.38)
Deposit	PSN 07-21-16	7/21/2016		(\$741.60)
Deposit	KELV 072116	7/21/2016		(\$185.33)
Deposit	AUTO 072216	7/22/2016		(\$324.03)
Deposit	AUTO 072216	7/22/2016		\$324.03
Deposit	POS 07-22-16	7/22/2016		(\$1,688.26)
Deposit	POS 07-22-16	7/22/2016		(\$200.00)
Deposit	UB 07-22-16	7/22/2016		(\$39,023.08)
Deposit	PSN 07-22-16	7/22/2016		(\$278.06)
Deposit	POS 07-25-16	7/25/2016		(\$6.00)
Deposit	UB 07-25-16	7/25/2016		(\$856.21)
Deposit	PSN 07-25-16	7/25/2016		(\$299.63)
Deposit	CK1 072516	7/25/2016		(\$100.00)
Deposit	POS 07-26-16	7/26/2016		(\$50.00)
Deposit	POS 07-26-16	7/26/2016		(\$100.00)
Deposit	UB 07-26-16	7/26/2016		(\$847.46)
Deposit	PSN 07-26-16	7/26/2016		(\$124.51)
Deposit	POS 07-27-16	7/27/2016		(\$100.00)
Deposit	POS 07-27-16	7/27/2016		(\$18.00)
Deposit	UB 07-27-16	7/27/2016		(\$805.62)
Deposit	POS 07-28-16	7/28/2016		(\$1,762.10)
Deposit	POS 07-28-16	7/28/2016		(\$100.00)
Deposit	PSN 06-28-16	6/28/2016		(\$100.00)
Deposit	UB 07-28-16	7/28/2016		(\$1,714.09)
Deposit	PSN 07-28-16	7/28/2016	(\$257.52)	
Deposit	UBUP 072816	7/28/2016		\$136.08
Deposit	UBUP TYSON	6/29/2016	\$79.60	
Deposit	POST 072816	7/28/2016		(\$136.08)
Deposit	AMUS TX JL16	7/8/2016		(\$84.00)
Deposit	PSN 06-29-16	6/29/2016		(\$82.00)
Deposit	POS 07-29-16	7/29/2016		(\$5.00)
Deposit	UB 07-29-16	7/29/2016		(\$3,677.10)



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Deposit	PSN 06-30-16	6/30/2016		(\$71.08)
Deposit	PSN 07-29-16	7/29/2016	(\$258.14)	
Deposit	CC1 07-06-16	8/1/2016		(\$100.00)
Deposit	BOAT JUL16	7/5/2016		(\$2,685.00)
Deposit	CTY JUL16	7/20/2016		(\$9,867.16)
Deposit	UBUP 070616	8/5/2016		\$74.00
Deposit	ADJ 06-19-15	7/27/2015	\$5.00	
004820	SDRS	8/21/2015	\$6,925.18	
004913	MAHLKE, FAUSTIN	12/18/2015	\$50.00	
005022	PAYNE, MADISEN E	6/24/2016		\$363.89
005025	SCHULZ, MARISA N.	6/24/2016		\$214.52
005027	TYLER, AARON M	6/24/2016		\$1,188.24
005032	BEAVERS, SHANE	7/8/2016		\$971.96
005033	PAYNE, MADISEN E	7/8/2016		\$209.24
005034	TYLER, AARON M	7/8/2016		\$664.88
005035	BEAVERS, DANNY	7/8/2016		\$462.58
005036	CHILD SUPPORT PAYMENT CENTER	7/8/2016		\$338.77
005037	SDRS	7/8/2016		\$125.00
005038	BEAVERS, SHANE	7/22/2016		\$1,241.10
005039	HANSON, HEATHER	7/22/2016	\$324.46	
005040	PAYNE, MADISEN E	7/22/2016		\$327.68
005041	BEAVERS, DANNY	7/22/2016		\$507.20
005042	CHILD SUPPORT PAYMENT CENTER	7/22/2016		\$338.77
005043	SDRS	7/22/2016		\$25.00
021735	BACON, KIMBERLY	3/5/2012	\$35.98	
022857	CED	3/19/2013	\$52.33	
022926	HARPER, AMANDA	4/15/2013	\$0.62	
022999	MILLER, MATT	5/7/2013	\$0.56	
023804	CU FACTORY BUILT LENDING	1/21/2014	\$5.75	
023807	SHORT, KATHY	1/21/2014	\$7.46	
024074	MCGUIRE, BRIAN	4/22/2014	\$8.85	
024175	BROWN, BRANDON	5/6/2014	\$8.56	
024563	BRZOSTOWSKI, MICHAEL	9/16/2014	\$23.33	
024564	BUTLER, RON	9/16/2014	\$10.00	
024566	MELSETH, MIA	9/16/2014	\$9.16	
024676	LANGSTRAAT JEFFREY	10/21/2014	\$0.67	
024679	SEE, EDGAR	10/21/2014	\$10.00	
024775	MARTIN, JAMES	11/7/2014	\$31.98	
024974	IBARRA, MARIO	1/12/2015	\$1.83	
024978	QUINN, GLEN & JACKIE	1/12/2015	\$9.26	
025309	BENSON, PAT	5/5/2015	\$200.00	
025465	CANTRELL, T S	6/15/2015	\$26.24	
025469	KALBFELL, JENNIFER	6/15/2015	\$6.63	
025736	TOPETE, AMANDA	8/18/2015	\$16.26	
026076	BEGNOCHE, PATRICIA	12/8/2015	\$2.59	
026320	SLOTTEN, SHANNON	2/18/2016	\$3.53	
026715	JAN S PRINTING	6/21/2016		\$58.04
026716	JANITOR DEPOT	6/21/2016		\$161.90



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Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
026721	LOCAL UNION 120	6/21/2016		\$246.00
026723	MERCY BEHAVIORAL CARE	6/21/2016		\$53.33
026734	RUDOLPH S FLORSHEIM SHOES	6/21/2016		\$276.23
026749	AFLAC	6/24/2016		\$888.62
026753	AMERICAN POPCORN	7/6/2016		\$25.00
026754	AMERICAN UNDERGROUND SUPPLY	7/6/2016		\$2,259.22
026755	BOMGAARS	7/6/2016		\$285.27
026756	C.W. SUTER SVCS	7/6/2016		\$341.69
026757	CAMPBELL GRADING	7/6/2016		\$1,967.35
026758	CRARY, HUFF, INKSTER, SHEEHAN	7/6/2016		\$2,100.00
026759	DAKOTA SENIOR MEALS PROGRAM	7/6/2016		\$7,500.00
026760	DEMCO, INC	7/6/2016		\$75.50
026761	ELECTRIC INNOVATIONS	7/6/2016		\$1,630.00
026762	FARMER BROS. CO.	7/6/2016		\$68.68
026763	FOUR SEASONS NORTH	7/6/2016		\$174.65
026764	GILL CONSTRUCTION	7/6/2016		\$123,948.23
026765	HAWKINS INC.	7/6/2016		\$1,648.90
026766	HD SUPPLY WATERWORKS	7/6/2016		\$613.66
026767	INGRAM LIBRARY SVCS	7/6/2016		\$389.51
026768	IOWA PLAINS SIGNING, INC	7/6/2016		\$11,719.32
026769	JACKS UNIFORMS & EQUIP	7/6/2016		\$245.25
026770	JACOBS, TIM	7/6/2016		\$250.00
026771	K&P SVCS, DBA INDEPENDENCE WST	7/6/2016		\$601.95
026772	LINDEN, BAYNE	7/6/2016		\$300.00
026773	MB CLEANING	7/6/2016		\$1,695.00
026774	MITCHELL, DAVE	7/6/2016		\$300.00
026775	OFFICE ELEMENTS	7/6/2016		\$59.85
026776	OFFICE SYSTEMS CO	7/6/2016		\$530.14
026777	OLSON, DAN	7/6/2016		\$250.00
026778	OLSSON ASSOCIATES	7/6/2016		\$4,800.00
026779	OVERDRIVE	7/6/2016		\$123.86
026780	PRESTO-X	7/6/2016		\$260.06
026781	SCHIMBERG COMPANY	7/6/2016		\$42.08
026782	SD DENR-FEES	7/6/2016		\$1,050.00
026783	SD PUBLIC HEALTH LAB-BODS/CERT	7/6/2016		\$311.00
026784	SIGLER FIRE EQUIPMENT CO.	7/6/2016		\$784.25
026785	SIOUX CITY FENCE	7/6/2016		\$3,295.54
026786	SOUTHEAST SD TOURISM ASSOC.	7/6/2016		\$230.00
026787	STOUT, MICHELLE	7/6/2016		\$1,424.70
026788	STREETER, DONALD	7/6/2016		\$300.00
026789	STRUCTURAL CONCRETE INC.	7/6/2016		
026790	THE BOULDER COMPANY	7/6/2016		\$7.70
026791	VAN DIEST SUPPLY COMPANY	7/6/2016		\$3,833.25
026792	BIERSCHBACH EQUIPMENT & SUPPL	7/19/2016		\$1,836.00
026793	BOUNCE AROUND INFLATABLES, LLC	7/19/2016	\$534.99	
026794	CERTIFIED TESTING SERVICES, INC	7/19/2016		\$305.00
026795	CITY OF SIOUX CITY-E911	7/19/2016		\$14,424.75
026796	CITY OF SIOUX CITY-SEWER CHRGS	7/19/2016		\$30,878.33



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Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
026797	CITY OF SIOUX FALLS	7/19/2016		\$145.00
026798	DAKOTA SENIOR MEALS PROGRAM	7/19/2016		\$50.00
026799	DD/NSC TIMES	7/19/2016		\$940.65
026800	FIRST FINANCIAL BANK USA-CC	7/19/2016		\$49.57
026801	GILL HAULING	7/19/2016		\$10,945.05
026802	GREAT PLAINS ZOO	7/19/2016	\$234.00	
026803	H2O 4 U	7/19/2016		\$56.00
026804	HAWKINS INC.	7/19/2016		\$5.00
026805	INGRAM LIBRARY SVCS	7/19/2016		\$300.22
026806	JACKS UNIFORMS & EQUIP	7/19/2016	\$142.85	
026807	KCAU TV	7/19/2016		\$1,250.00
026808	KEVIN ODELL ELECTRIC, INC.	7/19/2016		\$4,015.42
026809	KMEG-TV	7/19/2016		\$800.00
026810	KPTH	7/19/2016		\$758.00
026811	LOCAL UNION 120	7/19/2016	\$194.00	
026812	MERCY BEHAVIORAL CARE	7/19/2016	\$53.33	
026813	MID AMERICAN ENERGY	7/19/2016		\$13,203.11
026814	NOVELTY MACHINE & SUPPLY	7/19/2016		\$19.06
026815	O REILLY AUTO PARTS	7/19/2016		\$228.24
026816	OFFICE ELEMENTS	7/19/2016		\$157.30
026817	ONE OFFICE SOLUTION	7/19/2016		\$259.46
026818	ORKIN PEST CONTROL	7/19/2016		\$325.00
026819	PITNEY BOWES-QTRLY RNTL	7/19/2016		\$215.04
026820	QUALIFICATION TARGETS INC.	7/19/2016		\$101.38
026821	QUALIFIED PRESORT SVC, LLC	7/19/2016		\$724.81
026822	RIVER VALLEY, LLP	7/19/2016		\$14,980.99
026823	ROBERTSON IMPLEMENT CO	7/19/2016		\$131.34
026824	SCHIMBERG COMPANY	7/19/2016		\$139.17
026825	SD CHIP	7/19/2016	\$200.00	
026826	SD MUNICIPAL LEAGUE	7/19/2016		\$50.00
026827	SD ONE CALL	7/19/2016		\$84.00
026828	SD PUBLIC ASSURANCE ALLIANCE	7/19/2016		\$56,041.71
026829	SIOUXLAND DISTRICT HEALTH DEPT	7/19/2016	\$26.00	
026830	SIOUXLAND HUMANE SOCIETY	7/19/2016		\$370.00
026831	SIOUXLAND INITIATIVE, THE	7/19/2016		\$1,350.00
026832	STRUCTURAL CONCRETE INC.	7/19/2016	\$7,814.33	
026833	TOWN & COUNTRY LAWN SERVICE	7/19/2016		\$1,021.00
026834	UNION CTY REGISTER OF DEEDS	7/19/2016		\$30.00
026835	USABLUEBOOK	7/19/2016		\$1,916.37
026836	VAST BROADBAND	7/19/2016	\$835.82	
026837	VERIZON WIRELESS	7/19/2016		\$1,467.35
026838	VICTORY VINYL ART-FX	7/19/2016		\$156.00
026839	WELLMARK BLUE CROSS	7/19/2016		\$17,699.37
026840	WEX FLEET SVCS	7/19/2016		\$2,866.49
026841	ZEE MEDICAL SERVICE	7/19/2016		\$155.40
026842	ZEISLER CONSTRUCTION, INC	7/19/2016		\$5,500.00
026843	CHAVEZ, TANIA	7/22/2016	\$33.83	
026844	KELLY, SHAUNA	7/22/2016	\$4.27	



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026845	LUEBBERT, REBECCA	7/22/2016	\$29.47	
026846	MOLLET, MICHAEL	7/22/2016	\$8.08	
026847	WOLLMAN, EVELYN	7/22/2016	\$141.01	
026848	AFLAC	7/22/2016		\$737.18
026849	PRINCIPAL LIFE INSUR COMPANY	7/22/2016		\$2,379.47
026850	VERIZON WIRELESS	7/22/2016		\$83.20
503873E	US BANK ONE CARD	7/22/2016		\$1,334.53
503874E	SD DEPT OF REV & REGULATION	7/22/2016		\$583.61
503876E	NE DEPT OF REV - W/H	8/3/2016	\$2.13	
503877E	NE DEPT OF REV - W/H	8/3/2016	\$13.12	
503883	AUTHORIZE.NET	7/31/2016		\$39.54
503884	CANON	7/31/2016		\$626.20
503885	PAYMENT SERVICE NETWORK	7/31/2016		\$12.95
503886	PITNEY BOWES-SUPPLIES	7/31/2016		\$200.00
504723	INTERNAL REVENUE SERVICE CTR	12/18/2015		\$101.61
505074	NE DEPT OF REV - W/H	6/24/2016		\$136.52
505101	COLLECTION SERVICES CENTER	7/8/2016		\$200.76
505102	HEALTH EQUITY, INC.	7/8/2016		\$640.00
505103	INTERNAL REVENUE SERVICE CTR	7/8/2016		\$10,038.47
505104E	Bi-Weekly ACH	7/8/2016		\$24,326.48
505128	COLLECTION SERVICES CENTER	7/22/2016		\$200.76
505129	HEALTH EQUITY, INC.	7/22/2016		\$668.10
505130	INTERNAL REVENUE SERVICE CTR	7/22/2016		\$9,334.45
505131E	Bi-Weekly ACH	7/22/2016		\$24,072.89

Receipts/Deposits (\$201,753.00) (\$405,713.73)

Total Deposits (\$607,466.73)

Payments/Withdrawal \$18,038.46 \$445,772.86

Outstanding + Cleared Checks = Total Checks Written \$463,811.32

*NM Next Month items not included in Total Checks Written and Total Deposits

