



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

October 7, 2019 – 7:00 p.m.

City Hall

### **PROPOSED AGENDA**

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Approval of Minutes: September 16, 2019 Regular Meeting
- F. Agenda Items
  - 1. 2018 Audit Presentation
  - 2. Starcomm Amendment Agreement
  - 3. CIPP Sewer Improvements Bid
  - 4. Library Sign
  - 5. Alcohol License Application
  - 6. Ordinance 2019-10 – Detached Structure – 2<sup>nd</sup> Reading
  - 7. FY2020 Budget Ordinance 2019-11 – 1<sup>st</sup> Reading Revision
  - 8. Storage Container Discussion
- G. Community and Council Input
- H. Executive Session\*
  - 1. Personnel
  - 2. Contractual
- I. Approval of Bills
- J. Adjournment

**UNAPPROVED**  
**North Sioux City, South Dakota**  
**City Council Regular Meeting Minutes**  
September 16, 2019

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

Mayor Fredericksen led the Pledge of Allegiance.

Motion by Cropley, second by Benson to approve the agenda. All members present voted aye.

Motion by Green, second by Blaeser to approve the minutes from the September 3, 2019 Council Meeting. All members present voted aye.

Motion by Berg, second by Carpenter, to approve the 2<sup>nd</sup> reading of Ordinance 2019-08-Supplemental Budget #1. All members present voted aye.

ORDINANCE NO. 2019-08									
Supplemental Appropriations Ordinance									
Be it ordained by the City of North Sioux City that the following sums are supplementally appropriated to meet the obligation of the municipality.									
					CAPITAL PROJECTS	WATER UPGRADES	SEWER UPGRADES	STREETER DRIVE	SEWER FUND
					519	521	525	526	604
<b>APPROPRIATION-EXPENSES</b>									
	519	5110	5110	Operating Transfers Out	\$ 981,274.84				
	604	5110	5110	Operating Transfers Out					\$ 250,000.00
<b>TOTAL APPROPRIATIONS</b>					<b>\$ 981,274.84</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000.00</b>
<b>SOURCE OF FUNDING</b>									
	521	3910	39101	Operating Transfers In		\$ 327,091.62			
	525	3910	39101	Operating Transfers In			327,091.61		
	526	3910	39101	Operating Transfers In				\$ 327,091.61	
	524	3910	39101	Operating Transfers In					\$ 250,000.00
<b>TOTAL FUNDING</b>					<b>\$ -</b>	<b>\$ 327,091.62</b>	<b>\$ 327,091.61</b>	<b>\$ 327,091.61</b>	<b>\$ 250,000.00</b>
Dated this 16th day of September 2019									
Attested:					Randy Fredericksen, Mayor				
Mike Hamm, Finance Officer									
First Reading:		9/3/2019							
Second Reading:		9/16/2019							
Publication Date:		9/26/2019							

Motion by Berg, second by Green to approve the 2<sup>nd</sup> reading of Ordinance 2019-09 – FY2020 Budget. All members present voted aye.

ORDINANCE NO. 2019-09										
2020 Appropriation Ordinance Budget										
Be it ordained by the City of North Sioux City that the following sums are appropriated to meet the obligations of the municipality.										
PART I	SPECIAL REVENUE FUNDS				CAPITAL PROJECT FUNDS					
	GENERAL 101	THIRD PENNY 211	SECOND PENNY 212	911 EMERGENCY 214	WATER 521	GENERATORS 524	SEWER UPGRADES 525	STREETER DR 526	LEVY REPAIRS 527	
<b>GOVERNMENTAL FUNDS</b>										
<b>GENERAL GOVERNMENT</b>										
4111 Council/Mayor	195,850.00									
4122 City Administration	157,370.00									
4130 Elections	1,350.00									
4140 Financial Admin	208,320.00									
4192 General Govt Bldg	83,800.00									
<b>TOTAL GENERAL</b>	<b>646,690.00</b>									
<b>PUBLIC SAFETY</b>										
4210 Police	887,150.00			76,000.00						
4290 Civil Defense	3,600.00									
<b>TOTAL PUBLIC SAFETY</b>	<b>890,750.00</b>			<b>76,000.00</b>						
<b>PUBLIC WORKS</b>										
4310 Streets	368,945.00									
4318 Dike	20,000.00									
4330 Improvements					150,000.00	600,000.00	250,000.00	1,828,000.00	580,000.00	
4370 Cemetery	9,750.00									
<b>TOTAL PUBLIC WORKS</b>	<b>398,695.00</b>				<b>150,000.00</b>	<b>600,000.00</b>	<b>250,000.00</b>	<b>1,828,000.00</b>	<b>580,000.00</b>	
<b>HEALTH AND WELFARE</b>										
4413 West Nile	7,500.00									
<b>TOTAL HEALTH AND WELFARE</b>	<b>7,500.00</b>									
<b>CULTURE AND RECREATION</b>										
4511 NSC/DV Rec Complex	33,100.00									
4514 Senior Citizen Center	34,300.00									
4520 Parks	156,700.00									
4550 Library	238,945.00									
<b>TOTAL CULTURE AND RECREATION</b>	<b>463,045.00</b>									
<b>CONSERVATION AND DEVELOPMENT</b>										
4630 Housing & Redevelopment	1,300.00									
4650 Economic Development		104,500.00	175,000.00							
4652 Planning Comm	48,550.00									
4660 Economic Opportunity	70,900.00	30,000.00	-							
<b>TOTAL CONSERVATION AND DEVELOPMENT</b>	<b>120,750.00</b>	<b>134,500.00</b>	<b>175,000.00</b>							
<b>OTHER FINANCING USES</b>										
5110 Transfer Out	748,000.00		750,000.00							
<b>TOTAL CONSERVATION AND DEVELOPMENT</b>	<b>748,000.00</b>		<b>750,000.00</b>							
<b>TOTAL APPROPRIATION BY FUND</b>	<b>3,275,430.00</b>	<b>134,500.00</b>	<b>925,000.00</b>	<b>76,000.00</b>	<b>150,000.00</b>	<b>600,000.00</b>	<b>250,000.00</b>	<b>1,828,000.00</b>	<b>580,000.00</b>	
<b>PART II</b>										
The following designates the fund or funds that money derived from the following sources is applied to.										
GOVERNMENTAL FUNDS	SPECIAL FUNDS				CAPITAL PROJECT FUNDS					
	GENERAL 101	THIRD PENNY 211	SECOND PENNY 212	911 EMERGENCY 214	WATER 521	GENERATORS 524	SEWER UPGRADES 525	STREETER DR 526	LEVY REPAIRS 527	
Unassigned Fund Balance Cash Applied	336,230.00		385,500.00							
3100 Taxes	2,560,500.00	134,000.00	535,000.00	39,000.00						
3200 Licenses and Permits	86,800.00									
3300 Intergovernmental Revenue	159,000.00									
3400 Charges for Goods and Services	42,100.00									
3500 Fines and Forfeits	18,300.00									
3600 Miscellaneous Revenue	67,500.00	500.00	4,500.00							
3900 Other Sources	5,000.00			37,000.00						
Subtotal	3,275,430.00	134,500.00	925,000.00	76,000.00						
Operating Transfers In	-	-	-	-	450,000.00	350,000.00	210,000.00	850,000.00	580,000.00	
<b>TOTAL MEANS OF FINANCES</b>	<b>3,275,430.00</b>	<b>134,500.00</b>	<b>925,000.00</b>	<b>76,000.00</b>	<b>450,000.00</b>	<b>350,000.00</b>	<b>210,000.00</b>	<b>850,000.00</b>	<b>580,000.00</b>	
<b>PART II</b>										
The following designates the fund or funds that money derived from the following sources is applied to.										
PROPRIETARY AND FIDUCIARY FUNDS	ENTERPRISE FUNDS									
	WATER 602	SEWER 604	SOLID WASTE 612							
Beginning Unrestricted Cash										
Estimated Revenue	902,500.00	1,193,500.00	150,600.00							
Transfer in from General Fund			31,000.00							
Transfer in from Special Revenue Fund										
<b>TOTAL AVAILABLE</b>	<b>902,500.00</b>	<b>1,193,500.00</b>	<b>181,600.00</b>							
Less Appropriations	442,550.00	1,225,600.00	180,920.00							
Less Transfer Out to General Fund										
Less Transfer Out to Capital Project Fund	450,000.00	560,000.00								
Less Depreciation Reserve (SDCL 9-21-12)										
<b>Net position to be retained</b>	<b>9,950.00</b>	<b>(592,100.00)</b>	<b>680.00</b>							
<b>PART III</b>										
The following is a summary of those funds.										
DEBT SERVICE FUNDS	DEBT SERVICE FUNDS									
	AMOUNT AUTHORIZED	EXPENDED TO DATE	UNEXPENDED AUTHORIZATION							
Fund 218 - River Valley District #2 TIF	213,000.00		213,000.00							
Fund 310 - Wildflower Bend #3 TIF	26,000.00		38,279.00							
<b>TOTALS</b>	<b>239,000.00</b>		<b>251,279.00</b>							
<b>PART IV</b>										
The finance officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor.										
\$ 499,000.00										
Dated this 16th day of September 2019.										
Attested: Randy Fredericksen, Mayor										
Mike Hamm, Finance Officer										
First Reading: September 3, 2019										
Second Reading: September 16, 2019										
Publication Date: September 26, 2019										

Cherry spoke about Ordinance 2019-10 Detached Structure Update. Cherry stated this Ordinance only deals with the square feet and not the height of the structures and to change the height of structures they would also have to change the size of the footings. Parks asked if the council should wait and change the height and square footage in one ordinance.

Motion by Parks, second by Benson to approve the 1<sup>st</sup> reading of Ordinance 2019-10-Detached Structures Update. All members present voted aye.

Motion by Slater, second by Berg to move into executive session for contractual items at 7:21pm. All members present voted aye.

Regular session resumed at 7:40pm.

Motion by Slater, second by Benson to approve the Streeter Drive Improvements Contract with Stockwell in the amount of \$62,196. All members present voted aye.

#### Community Input:

1. Kim Luken asked the council if the flooding is going to affect the bridge construction. Cherry said not at this time.
2. Kim Luken asked the council if they are planning on having the bridge done a week ahead of schedule. Cherry said not that he has heard.
3. Mayor Fredericksen asked the council if they have had a chance to go around town and look at the storage containers.
4. Parks said they need to look at putting more lights on the path by Streeter Drive.
5. Carpenter said they need to start looking at cameras and lights at the parks because there was some vandalism at one of the parks.
6. Carpenter gave the council an update on the parks board and where they are at on the park's improvements.
7. Berg asked if the intersection by Casey's is done? He asked if they could look at the markings on the road at this intersection.
8. Mayor Fredericksen asked if the flashing light on North Shore is working now and if they can put a timer on it. Rusty stated this was fixed.
9. Slater asked if the high water is affecting the culvert? Cherry stated they are done they just need to clean up the area.
10. Slater encouraged the city to offer help to the Dakota Dunes because of the high river levels.

Motion by Parks, second by Benson to move into executive session for contractual and personnel items at 8:03pm. All members present voted aye.

Regular session resumed at 8:42pm.

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

AFLAC	841.06	SEP2019 PREM
BNFT ADMNSTRN SELF EM	102.00	2019 HRA FEE
BUELL WINTER MOUSEL & ASSOC	8181.59	ENGINEERING FEES
CHERRY, TED	35.70	EXP REIMB
CITY OF SIOUX CITY IOWA	4654.26	MILITARY BRIDGE
CITY OF SIOUX CITY	35419.03	AUG2019 SWR CHGS USAGE 14907
DAKOTA DUNES/NSC TIMES	569.71	AUG2019 PUBLISHING FEES
THMPNS INNVTN	518.46	CH-RNWL SSL CERT, RPLCMT BATTERY
FARMER BROS. CO.	83.30	SR CNTR-COFFEE (2 CS)
FOUR SEASONS	224.55	SEP2019 FITNESS CHGS
GILL HAULING	12713.74	AUG2019 RSDNTL WST
GR LINDBLADE & CO.	170.00	BUSINESS CARDS (2)
HAWKINS, INC	40.00	CYLINDER (8)
HENKINSCHULTZ	1300.00	ADVRTSNG

JACK'S UNFRMS & EQPMNT	10.00	CLTHNG ALLWNC
EAKES OFFICE SLTNS	164.74	SR CNTR-COPIER DRUM, PAPER (1 CS)
JEFF'S LAWN CARE, INC.	1955.31	N MERRILL SPRINKLER REP
KMEG-TV	360.00	MILITARY BRIDGE AD
KPTH TV	300.00	MILITARY BRIDGE AD
KTIV	947.50	ADVRTSNG 8/05-8/15
LEADER-COURIER	34.74	PD-SBSCRIPTN RNWL
LINDBLOM SVCS	1575.00	JUL & AUG TOILET RNTL, CAR SHOW EVENT
LOCAL NO. 749	161.00	SEP2019 DUES
LONG LINES	854.55	PHN & INT CHGS
LYLE SIGNS INC	470.55	STREET SIGNS (22)
MERCY BUSINESS HEALTH SVCS	53.33	SEP2019 EAP
MIDAMERICAN ENERGY	11630.61	AUG2019 UTLTY CHGS
MJ MINOR UTLTY CNTRCTR	3349.38	VAC OUT-MILLER LIFT STN
NSC AUTO REP	79.90	UNIT 2-OIL CHG
O'REILLY	349.78	FUEL FLTR (2), OIL FLTR (2)
QUALIFIED PRESORT SVC, LLC	737.14	PSTG UTLTY BILLS
ROBERTSON IMPLEMENT CO	110.10	GRVLY MWR OIL (12)
SD DEPT OF PUBLIC SFTY	2340.00	TELETYPE SVC 07/01/19-12/31/19
SD MUNICIPAL LEAGUE	330.00	SDML CONF (4)
SD ONE CALL	51.52	AUG2019 LOCATES (46)
SIOUX CITY JOURNAL	459.00	DV FOOTBALL AD
TOOL DEPOT	163.97	CHOPSAW
US DEPT OF THE INTERIOR	8740.00	BIG SIOUX RIVER FLOW
VANDER POL EXCAVATING, LLC	67507.11	BIG SIOUX RIVER BANK LEVEE
FIRST FINANCIAL BANK	1056.00	AUG2019 CC CHGS
WELLMARK BLUE CROSS	20169.02	OCT2019 INSUR PREM
PRINCIPAL LIFE INSUR	2788.25	OCT2019 LIFE & DTL

Motion to adjourn by Cropley second by Parks at 8:43pm. All members present voted aye.

**Approved**

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**Randy Fredericksen, Mayor**

**Attested**

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**Mike Hamm, City Finance Officer**



# City Council MEMO

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

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 10.7.2019  
Re: FY2018 Audit Presentation

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**Background:** a representative from Quam, Berglin, and Post will be on hand to present the FY2019 audit

**Financial Consideration:** None

**Recommendation:** None



# 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: 10.7.2019  
Re: Starcomm Agreement Amendment

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**Background:** Woodbury County has revised their contract and the attached amendment takes action to make the changes requested.

The main items of the amendment are in section 2 South Sioux and Dakota City were removed from the executive board, the North Sioux portion of the cost share remains at 2%, clarification in section 9 about the equipment being used, and in section 13 the agreement states it will be reviewed annually by the executive board.

The Police Chief of N. Sioux represents the city on the executive board.

While the amendment does not state how much the City pays for the services, we do have a contract year to year to have provided dispatch services. We contract with Woodbury County and Starcomm on a yearly basis to have services provided to us.

**Financial Consideration:** None

**Recommendation:** Administration would recommend the approval of the amendment to the Starcomm agreement.



July 19, 2006

GARY BROWN, DIR  
DISASTER AND EMERGENCY SERVICES  
121 DDER RUN TRAIL  
CLIMBING HILL, IA 51015

RE: Filing of 28E Agreement between the WOODBURY COUNTY DISASTER  
& EMERGENCY SERVICES and the DAKOTA COUNTY, NEBRASKA, ETAL

Dear MR BROWN, DIR

We have received the above described agreement which you have submitted  
to this office for filing, pursuant to the provisions of Chapter 28E, Code of Iowa.

You may consider the same filed as of July 19, 2006.

Sincerely,

A handwritten signature in cursive script that reads "Chester Culver".

Chester J Culver  
Secretary of State

CJC/pm  
Enclosures



THOMAS J. MILLER  
ATTORNEY GENERAL

## Department of Justice

ADDRESS REPLY TO:  
HOOVER BUILDING  
DES MOINES, IOWA 50319  
TELEPHONE: 515/281-5164  
FACSIMILE: 515/281-4209

July 18, 2006

Gary Brown, Director  
Woodbury County Emergency Management  
121 Deer Run Trail  
Climbing Hill, Iowa 51015

RE: Review of interstate 28E Agreement / STARCOMM

Dear Mr. Brown:

I am in receipt of the 28E Agreement between Woodbury County, Iowa; Dakota County, Nebraska; Union County, South Dakota; the City of Sioux City, Iowa; the City of Sergeant Bluff, Iowa; the City of North Sioux City, South Dakota; and the City of South Sioux City, Nebraska for the provision of Emergency Radio Communications. Pursuant to Iowa Code section 28E.9 (2005), the office of Attorney General is to review chapter 28E agreements between public agencies of this state and public agencies of another state or the United States to "determine whether the agreement is in proper form and compatible with the laws of this state."

Based upon my review, the agreement appears to be in proper form and consistent with the laws of the State of Iowa. Please note, however, that in order for the agreement to go into force, copies must be filed with the Iowa Secretary of State and recorded with the Woodbury County Recorder-Auditor, as required by Iowa Code section 28E.8.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christie J. Scase".

Christie J. Scase  
Assistant Attorney General

cc: Woodbury County Attorney  
Sioux City, City Attorney  
Sergeant Bluff, City Attorney

Jul 19 10 00 AM '06

**PUBLIC SERVICE RADIO SYSTEM  
GOVERNANCE AGREEMENT**

This Agreement for the provision of Emergency Radio Communications is made on the 21st day of April, 2006, by and between Woodbury County, Iowa; Dakota County, Nebraska; Union County, South Dakota; the City of Sioux City Iowa; the City of Sergeant Bluff, Iowa; the City of North Sioux City, South Dakota, and the City of South Sioux City, Nebraska, (herein "Parties")

WHEREAS, the Parties recognize that due to modern technology and the cost associated with providing public safety radio services it is in the best interest of the public that a jointly owned and operated public safety radio system be implemented; and

WHEREAS, the preservation of life and property of the citizens depends upon the availability of adequate public safety radio transmitter equipment and public safety dispatch resources.

NOW, THEREFORE, BE IT REMEMBERED that for the mutual promises, covenants and agreements herein contained, the Parties have entered into the following Agreement, pursuant to the authority of Chapter 28E, "Joint Exercise of Governmental Powers," of the Code of Iowa; Nebr. rev. stat. sec. 13-801 et seq "interlocal cooperation of Nebraska"; and South Dakota, S.D.C.L. 1-24 – "Joint Exercise of Government Powers."

**Section 1 – Purpose:** The purpose of this Agreement is to establish, and set forth the powers, duties and responsibilities of, a Siouland Tri-State Area Radio Communications System ("STARCOMM") Executive Board (herein "Executive Board") to oversee a communications system serving the public safety departments in Iowa, including Woodbury County; the City of Sioux City Iowa; and the City of Sergeant Bluff, Iowa; public safety departments in Nebraska, including Dakota County, Nebraska; City of South Sioux City, Nebraska; and public safety departments in South Dakota, including Union County, South Dakota; and the City of North Sioux City, South Dakota. This communications system will be best served by jointly funding and owning a state-of-the-art communications system that will serve the citizens of the Tri-State area in the most efficient and effective way possible. (This state-of-the art communications system is more specifically described in Section 9 below.)

**Section 2 – Executive Board.** There is hereby created an executive board to operate the communications system whose official name shall be The STARCOMM Public Service Radio System (hereinafter "the System") The Executive Board shall be comprised of the following persons or designee: ***It is expressly understood by all parties, however, that the Governance Board will not in any way have control over any aspect of the operation of any dispatch center, or the policies adopted by any dispatch center. Such control will rest solely and exclusively with each Communications Center and their governing bodies.***

- The Mayor of the City of Sioux City;
- The Fire Chief of the City of Sioux City;
- The Police Chief of the City of Sioux City;
- A representative of Woodbury County Supervisors;
- The Sheriff of Woodbury County;
- The Director of the Joint City/County Law Enforcement Center of South Sioux City/Dakota County
- The Sheriff of Dakota County;
- A representative of Union County Supervisors;
- The Sheriff of Union County;
- The Police Chief of Sergeant Bluff;

- The Police Chief of South Sioux City;
- The Police Chief of North Sioux City;

**Section 3 – Executive Board Voting:** The Executive Board voting is subject to the following provisions:

Each Party's representative on the Executive Board shall vote as a block and each block shall have the number of votes they can cast based on the percentage of their Party's financial contribution to the STARCOMM budget. The total number of votes that can be cast are one hundred. Therefore, as an example: Sergeant Bluff contributes 3% toward the total STARCOMM budget and therefore would have three total votes out of 100. In cases where a governing body has more than one representative their votes shall not be divided among them. Any action taken by the STARCOMM Executive Board requires 67 votes, or 2/3 majority of the total vote in order to pass.

**Section 4 – Meetings of Executive Board:** The Executive Board shall meet quarterly, at a location to be determined by the Board, on the second Wednesday of January, April, July and September commencing the first applicable month after the approval of this Agreement. Additional meetings may be called at any time by at least two Executive Board members. Notice of additional meetings shall be in writing and mailed to all Executive Board members seven days prior to the date of the meeting. The notice shall be signed by the two board members calling the special meeting, and shall state the time, date and location of the meeting. All meetings shall be held in Sioux City, Iowa; South Sioux City, Nebraska; or North Sioux City, South Dakota. The administrative secretary to the Sioux City Fire Chief shall serve as executive secretary to the Executive Board and, as such, shall attend, and keep a record of the minutes of, all meetings of said Board. The administrative secretary shall maintain a record of all business conducted by the Governance Board. All meetings of the Board shall comply with the "open meetings" laws of the Parties.

**Section 5 – Duties and Responsibilities of Executive Board:** The Governance Board shall be responsible for:

- Prepare an Operating Budget
- Prepare a Capital Improvement Budget as needed
- Reviewing and approving all invoices received, which are associated with the System
- Assume responsibility for all STARCOMM equipment including the arrangement through contract or otherwise for maintenance, repairs and replacement
- Arrange for the purchase of all replacement and new STARCOMM equipment
- Apply for grants from government and private persons
- Ensuring all parties pay their respective percentage of the System invoices in a timely manner. Payments made after an invoice due date shall be subject to penalties and interest.

The operating budget and all capital improvement requests shall be prepared by the Executive Committee by December 1 previous to the applicable fiscal year. The approved budget will be submitted to the Parties for their approval. If a Party does not approve an expenditure in the approved budget by the Executive Board, the Party shall return the budget to the Executive Board with a written statement giving the reasons why the Party objects to the expenditure. The Executive Board shall consider the objections and re-certify the original or amended budget to the Parties. If a majority of the Parties approves the budget after recertification, that budget shall be the budget for the next fiscal year.

**Section 6 – Cost-Sharing Agreement:** The Operating Budget costs associated with the STARCOMM Public Service Radio System (hereinafter “the System”), as more specifically described in Section 10 below, would be shared as follows:

- City/County Law Enforcement Center for the Dakota County Board of Commissioners and the City of South Sioux City – 15%;
- Union County - 4%;
- City of North Sioux City - 2%
- Woodbury County - 23%
- City of Sioux City - 53%
- City of Sergeant Bluff - 3%

This cost-sharing arrangement applies to all operations of STARCOMM. The Woodbury County Emergency Management, 121 Deer Run Trail, Climbing Hill, Iowa 51015 shall pay any operating expenses of the System. Such expenses will be approved by the Executive Board and will be billed out each month in a timely manner. The billing will be done on actual expenditures, not to exceed the set operating budget. In emergency situations if any claim exceeds the set operating budget the Board will meet to evaluate the need for a budget amendment. All operating budgets and budget amendments will be assessed to the percentages listed in each bullet point above. Dakota County's percentage is determined by combining South Sioux City's population and rural Dakota County's population. This percentage is then listed under Dakota County and their portion of the STARCOMM operating budget is then paid under their current agreement between the City of South Sioux City and Dakota County's LEC agreement. Woodbury County and the City of Sioux City's percentages are determined by calculating the combination of County rural population of 12% and Sioux City population of 64%, totaling the population of 76% of the communities under this Agreement. The percentage of 76% will then be divided up between Woodbury County and the City of Sioux City under the same percentage set forth under the Woodbury County Information and Communications Commission/Communications division (hereinafter “WCICC Communications”). This percentage will automatically be adjusted under this Agreement at any time the WCICC/Communications 28E Agreement percentage is adjusted up or down. Union County's percentage is determined by the population of the southern half of Union County excluding North Sioux City; the northern half of Union County is outside of the STARCOMM radio system coverage. These percentages will be re-evaluated in December of 2006 after evaluating the usage of the radio system by the participating agencies, for the preparation of the FY2008 operating budget. If it is determined that these percentages are to be increased or decreased, this Agreement will be amended.

Each Party's share of the operating budget and any capital improvement expenditures shall be paid to the County Emergency Management monthly within fifteen days following a receipt from the County Emergency Management of the expenditures approved by the Executive Board.

If any Party fails or refuses to pay over the Party's share of the operating costs or capital improvement costs, the Executive Board shall have the power to suspend the defaulting Party's use of the System

**Section 7 – Insurance:** The insurance for this system shall be provided under the STARCOMM operating budget in such amounts and providing such coverages as the Executive Board determines is appropriate.

**Section 8 – Capital Improvements:** If it is determined that a system upgrade is needed a capital improvement request shall be prepared and presented to each Party. Capital Improvement expenditures shall be shared by the Parties at the same percentage as set forth in Section 6.

**Section 9 – Description of Public Service Radio System:** The Public Service Radio System consists initially of:

1. Five locations with radio towers, each of which will hold antennas and microwave dishes that include transmitting and receiving equipment for each of the six frequency channels. Each of these locations also has a support building in which the equipment can be stored.
2. The five towers, buildings and associated communications equipment are constructed at the following locations: two are in Sioux City, one at Western Iowa Tech Community College, one at 3301 West 19<sup>th</sup> Street; two are in the rural area of Woodbury County, one at 2267 O'Brien Avenue rural Anthon, one at 2028 Jasper Avenue rural Merville, and one in Dakota County at 2100 Platt Road, rural Homer, Nebraska. (All are equipped with emergency power generators)
3. 1 Mobile Communications Bus
4. Twelve Communications Dispatch radio consoles. Seven are located at the Police/Fire Headquarters Communications room in Sioux City, three are located at the Law Enforcement Center in South Sioux City and two are located in the Union County Sheriff's Office.

**Section 10 – Indemnification.** The Parties recognize that equipment and facilities of the kind and nature under the governance of the Executive Board is subject to unpredictable breakdown and failure as well as weather related breakdowns. Therefore, the Parties agree that they will undertake at their own expense, a back-up plan for those times when the equipment and facilities under the governance of the Executive Board is unavailable or inoperative for whatever reason. Further, a Party to this Agreement agrees to indemnify and hold harmless the other Parties from any and all claims that arise in the indemnifying Party's jurisdiction due to the failure or breakdown of the equipment and facilities under the governance of the Executive Board.

The Parties to this Agreement also agree to indemnify and hold harmless the Executive Board from any and all claims arising from their actions pursuant to the terms of this Agreement to the extent such claims are not covered by insurance. The cost of the indemnification shall be in the same ratio as set forth in Section 6 herein.

**Section 11 – Ownership of Property:**

1. The ownership of the STARCOMM system, which was purchased through the Inter-Operability grant from the Federal Government will remain in the ownership of Woodbury County during the period of the grant agreement. This property is to be listed in attachment (A) (grant inventory). When legally permissible, title to this property shall be transferred to the Executive Board for management under the terms of this Agreement.
2. The members of this Agreement will have the right to use this equipment purchased under this grant for the period of this Agreement.
3. Any property purchased not part of the grant with STARCOMM operating or capital improvement funds will be under the direct ownership and management of the STARCOMM Executive Committee under the terms of this Agreement. This property is to be inventoried and to be kept with the STARCOMM records.

**Section 12 – Disposing of Property:**

1. Any property to be disposed of that was purchased with federal funds shall be disposed of in accordance with any applicable Federal Rules and Regulations.
2. Any property to be disposed of that is not subject to any Federal Rules and Regulations shall be sold in the manner calculated to return the best price for the property. Property may be gifted to another public agency to be used for a public safety purpose..
3. The funds received from the sale of property will be placed in the STARCOMM budget and used for purposes authorized by this Agreement..
4. The proceeds from all property disposed of because of the termination of the entire STARCOMM system or this Agreement will be divided according to the percentage breakdown as stated in Section 5 of this Agreement.

**Section 13 -Miscellaneous:**

1. The duration of this Agreement shall be from April 21, 2006 until June 30, 2026 unless sooner termination as hereinafter provided.
2. Any Party to this Agreement can withdraw from this Agreement for any reason upon written notice of 180 days to the STARCOMM Executive Board. The withdrawing Party shall not be entitled to a pro rata share of the equipment until such time as the Agreement is terminated, provided, however, if more than five years has elapsed after the withdrawal date, no pro rata share shall be paid. A majority of the Parties may terminate this Agreement upon written notice of 180 days to the STARCOMM Executive Board.
3. Additional Parties may become a Party to this Agreement provided they operate a public safety service; the current Parties agree to the new Party becoming a member; and there is agreement between the current Parties and the new Party with respect to a buy in amount, if any, of the new Party and the percentages of the future funding of the STARCOMM operating budget allocated to all Parties.
4. The STARCOMM shall operate on a fiscal year that runs from July 1 to June 30.
5. This Agreement becomes effective when approved by the Parties hereto and any other state governmental agency that may be required by Party's respective state laws.
6. All amendments to this Agreement must be in writing and signed by the Parties.
7. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, provided however, the Parties shall meet and amend this Agreement as necessary to effect its original purpose consistent with the court's decision
8. If a Party is in default of any of the terms in this Agreement, the Executive Board shall send a written notice to the Party in default. The notice shall state the manner in which the Party is in default; the action that must be taken to cure the default; and the time in which the cure must be completed. If the Party in default fails to cure the default the Executive Board shall suspend the defaulting Party's use of the System until such time as the default is cured or other arrangements are made satisfactory to the Parties or it and may order the removal or cause the removal of all of the defaulting Party's equipment from the System, if any.

IN WITNESS WHERE OF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Attest:

By: *Robert K. Padmore*  
Robert K. Padmore  
City Clerk

City of Sioux City Iowa

By: *Craig S. Berenstein*  
Craig S. Berenstein  
Mayor

Attest:

By: *Patrick Gill*  
Patrick Gill  
Woodbury County Auditor

Woodbury County, Iowa

By: *Larry Clausen*  
Larry Clausen, Chairperson  
Woodbury County Board of Supervisors

Attest:



By: *Theodore Piepho*  
Theodore Piepho, County Clerk  
Dakota County, Nebraska

Dakota County, Nebraska

By: *William Engel*  
William Engel, Chairperson  
Dakota County Commissioners



Attest:

By: *Sue Petersen*  
Sue Petersen  
City Clerk

City of South Sioux City, Nebraska

By: *William McLarty*  
William McLarty  
Mayor

Attest:

By: *Candice Litras*  
Candice Litras  
City Clerk

City of Sergeant Bluff, Iowa

By: *Date Petersen*  
Date Petersen  
Mayor

Attest:



By: *Carol Klumper*  
Carol Klumper  
Union County Auditor

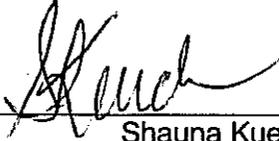
Union County, South Dakota

By: *Richard Spaans*  
Richard Spaans, Chairperson  
Union County Commissioners

Attest:

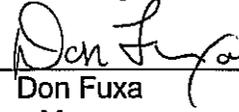
City of North Sioux City, South Dakota

By:



Shauna Kueck  
City Clerk

By:



Don Fuxa  
Mayor

Roll 685 Image 7574-7581

Document 2039 Type AGRMT Pages 8

Date 8/07/2006 Time 3:20 PM

Rec Amt \$.00

PATRICK F GILL, AUDITOR AND RECORDER   
WOODBURY COUNTY IOWA

**FIRST AMENDMENT  
TO THE PUBLIC SERVICE RADIO SYSTEM  
GOVERNANCE AGREEMENT**

This First Amendment is made and entered into by and between Woodbury County, Iowa; Dakota County, Nebraska; Union County, South Dakota; the City of Sioux City Iowa; the City of Sergeant Bluff, Iowa; the City of North Sioux City, South Dakota, and the City of South Sioux City, Nebraska, (herein "Parties") to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2019

R E C I T A L S

WHEREAS, the Siouxland Tri-State Radio Communications System or STARCOMM was established to oversee a new interoperability public radio systems; and

WHEREAS, on April 21, 2006, an Executive Board was formed to govern said interoperability radio network and provide a funding source for the on-going maintenance and operational costs associated with the system; and

WHEREAS, the Parties desire to amend said Public Service Radio System Governance Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 2 – Executive Board is amended to read as follows:

**Section 2 – Executive Board:** There is hereby created an executive board to operate the communications system whose official name shall be The STARCOMM Public Service Radio System (hereinafter "the System). The Executive Board shall be comprised of the following persons or designee: *It is expressly understood by all parties, however, that the Governance Board will not in any way have control over any aspect of the operation of any dispatch center, or the policies adopted by any dispatch center. Such control will rest solely and exclusively with each Communications Center and their governing bodies.*

- The Mayor of the City of Sioux City;
- The Fire Chief of the City of Sioux City;
- The Police Chief of the City of Sioux City;
- A representative of Woodbury County Supervisors;
- The Sheriff of Woodbury County;
- The Sheriff of Dakota County;
- A representative of Union County Supervisors;
- The Sheriff of Union County;
- The Police Chief of Sergeant Bluff;
- The Police Chief of South Sioux City;

- The Police Chief of North Sioux City;

2. Section 4 – Meetings of Executive Board is amended to read as follows:

**Section 4 – Meetings of Executive Board:** The Executive Board shall meet quarterly, at a location to be determined by the Board, on the second Wednesday of January, April, July and October commencing the first applicable month after the approval of this Agreement. Additional meetings may be called at any time by at least two Executive Board members. Notice of additional meetings shall be in writing and mailed to all Executive Board members seven days prior to the date of the meeting. The notice shall be signed by the two board members calling the special meeting, and shall state the time, date and location of the meeting. All meetings shall be held in Sioux City, Iowa; South Sioux City, Nebraska; or North Sioux City, South Dakota. The administrative secretary/assistant shall be appointed by the Executive Board and, as such, shall attend, and keep a record of the minutes of, all meetings of said Board. The administrative secretary/assistant shall maintain a record of all business conducted by the Governance Board. All meetings of the Board shall comply with the “open meetings” laws of the Parties.

3. Section 6 – Cost-Sharing Agreement is amended to read as follows:

**Section 6 – Cost-Sharing Agreement:** The Operating Budget costs associated with the STARCOMM Public Service Radio System (hereinafter “the System”), as more specifically described in Section 10 below, would be shared as follows:

- City/County Law Enforcement Center for the Dakota County Board of Commissioners and the City of South Sioux City – 15%;
- Union County - 4%;
- City of North Sioux City - 2%
- Woodbury County - 23%
- City of Sioux City - 53%
- City of Sergeant Bluff - 3%

This cost-sharing arrangement applies to all operations of STARCOMM. The Woodbury County Communications Center, P.O. Box 447 Sioux City, Iowa 51102 shall pay any operating expenses of the System. The billing will be done on a quarterly basis beginning in July of each year not to exceed the set operating budget. In emergency situations if any claim exceeds the set operating budget the Board will meet to evaluate the need for a budget amendment. All operating budgets and budget amendments will be assessed to the percentages listed in each bullet point above. Dakota County’s percentage is determined by combining South Sioux City’s population and rural Dakota County’s population. This percentage is then listed under Dakota County and their portion of the STARCOMM operating budget is then paid under their current agreement between the City of South Sioux City and Dakota County’s LEC agreement. Woodbury

County and the City of Sioux City's percentages are determined by calculating the combination of County rural population of 12% and Sioux City population of 64%, totaling the population of 76% of the communities under this Agreement. The percentage of 76% will then be divided up between Woodbury County and the City of Sioux City under the same percentage set forth under the Woodbury County Information and Communications Commission/Communications division (hereinafter "WCICC Communications). This percentage will automatically be adjusted under this Agreement at any time the WCICC/Communications 28E Agreement percentage is adjusted up or down. Union County's percentage is determined by the population of the southern half of Union County excluding North Sioux City; the northern half of Union County is outside of the STARCOMM radio system coverage. These percentages will be re-evaluated in December of 2006 after evaluating the usage of the radio system by the participating agencies, for the preparation of the FY2008 operating budget. If it is determined that these percentages are to be increased or decreased, this Agreement will be amended.

Each Party's share of the operating budget and any capital improvement expenditures shall be paid to the Woodbury County Communications Center on a quarterly basis within fifteen days following a receipt from the Woodbury County Communications Center.

If any Party fails or refuses to pay over the Party's share of the operating costs or capital improvement costs, the Executive Board shall have the power to suspend the defaulting Party's use of the System

4. Section 9 – Description of Public Service Radio System is amended to read as follows:

**Section 9 – Description of Public Service Radio System:** The Public Service Radio System consists initially of:

1. Five locations with radio towers, each of which will hold antennas and microwave dishes that include transmitting and receiving equipment for each of the six frequency channels. Each of these locations also has a support building in which the equipment can be stored.
2. The five towers, buildings and associated communications equipment are constructed at the following locations: two are in Sioux City, one at Western Iowa Tech Community College, one at 3301 West 19<sup>th</sup> Street; two are in the rural area of Woodbury County, one at 2267 O'Brien Avenue rural Anthon, one at 2028 Jasper Avenue rural Merville, and one in Dakota County at 2100 Platt Road, rural Homer, Nebraska. (All are equipped with emergency power generators)
3. 1 Mobile Communications Bus

4. In 2017 Woodbury County Communications, Dakota County Law Enforcement Center and Union County Sheriff's Department purchased new Motorola MCC 7500 radio console equipment. This equipment will be maintained as part of the STARCOMM Operating Budget.

5. Section 11 – Ownership of Property is amended by adding the following new numbered paragraph after paragraph 1:

1A. The grant agreement which allowed for purchase of the equipment listed in attachment (A) of the Governance Agreement is now completed. The property will be transferred to STARCOMM upon ratification of this First Amendment.

6. Section 13 – Miscellaneous is amended by adding the following new numbered paragraph:

9. This agreement is to be reviewed by the Executive Board on an annual basis.

7. In all other respects, the Public Service Radio System Governance Agreement creating the Tri-State Area Radio Communications System or STARCOMM Public Service Radio System effective the 21<sup>st</sup> day of April, 2006 shall remain in full force and effect.

IN WITNESS WHERE OF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Attest:

City of Sioux City Iowa

By:

\_\_\_\_\_

Lisa L. McCardle  
City Clerk

By:

\_\_\_\_\_

Robert E. Scott  
Mayor

Date:

\_\_\_\_\_

Attest:

Woodbury County, Iowa

By:

\_\_\_\_\_

Patrick Gill  
Woodbury County Auditor

By:

\_\_\_\_\_

Keith Radig, Chairperson  
Woodbury County Board of Supervisors

Date:

\_\_\_\_\_

Attest:

By:

Joan Spencer  
Joan Spencer, County Clerk  
Dakota County, Nebraska

By:

Martin Hohenstein  
Martin Hohenstein, Chairperson  
Dakota County Commissioners

Date:

7/29/19



Attest:

City of South Sioux City, Nebraska

By:

Nanci Walsh  
Nanci Walsh  
City Clerk

By:

Rod Koch  
Rod Koch  
Mayor

Date:

8-23-19

Attest:

City of Sergeant Bluff, Iowa

By:

Michelle Colvert  
Michelle Colvert  
City Clerk

By:

Jon Winkel  
Jon Winkel  
Mayor

Date:

7.23.19

Attest:

Union County, South Dakota

By:

Jackie Sieverding  
Jackie Sieverding  
Union County Auditor

By:

Milton Ustad  
Milton Ustad, Chairperson  
Union County Commissioners

Date:

\_\_\_\_\_

Attest:

City of North Sioux City, South Dakota

By:

Mike Hamm  
Mike Hamm  
Financial Officer

By:

Randy Fredericksen  
Randy Fredericksen  
Mayor

Date:

\_\_\_\_\_



# City Council MEMO

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

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 10.7.2019  
Re: Sewer CIPP Lining Bid Letting

---

**Background:** in July the Council approved a contract with JEO to move forward with lining sewer lines which have become damaged over time due to use. The FY2019 budgeted had set aside approximately \$300,000 for this project. At this time we do not know if it is something that will be able to be completely finished in FY2019 or if the project would have to carryover to Fy2020. Most likely the majority of the work would need to be finished in FY2020

The bid letting would allow the City to move forward with the project. The bids for the project would be presented to the Council at the 2<sup>nd</sup> meeting in November.

**Financial Consideration:** Cost of publication

**Recommendation:** Administration would recommend moving forward with the bid letting for the Sewer CIPP Lining Project bid letting.

## INVITATION TO BID

Sealed Proposals for the construction of “**2019 CIPP Sewer Improvements for the City of North Sioux City, South Dakota,**” JEO Project No. **190597**, QuestCDN No. **6498806**, will be received by the City Administrator at **504 River Dr., North Sioux City, SD 57049** until **2:00 PM** on the **5th** day of **November 2019**, and thereafter will be read aloud.

The work is generally described as follows: **Rehabilitation of approximately 5,000 LF of 8” sanitary sewer with CIPP liner and additional TV inspection of up to 12,000 LF. Bid alternates include removal and replacement of 8” wye/tees and accompanying removal and replacement of surface pavement.**

**Base Bid Opinion of Probable Cost \$202,000**

**Bid Alternate Opinion of Probable Cost \$40,000**

Proposals will be taken for said construction work listed above by unit prices, as an aggregate bid for the entire project.

All Proposals for said construction work must be made on blanks furnished by the Engineer and must be accompanied by Bid Security of not less than 5% of the amount bid. Bid Security to be made payable to the Treasurer of the City of North Sioux City as liquidated damages in case the bid is accepted and the bidder neglects or refuses, to enter into contract and furnish bond in accordance herewith.

Copies of the contract documents are on file with the City of North Sioux City for examination by bidders. Complete digital project bidding documents are available at JEO’s website at [jeo.com](http://jeo.com) for **\$20.00**. An optional paper set of project documents is available for a non-refundable price of **\$75.00** per set. Please send your check payable to JEO Consulting Group, Inc. at **11717 Burt St., Ste. 210, Omaha, NE 68154**. **If you have any questions, contact us at 402.934.3680**. In order to bid the project, the contract documents must be issued directly by JEO Consulting Group, Inc. or QuestCDN to the bidder.

The Owner reserves the right to waive informalities and irregularities and to make awards on bids which furnish the materials and construction that will, in their opinion serve the best interests of the Owner, and also reserves the right to reject any and/or all bids.

CITY OF NORTH SIOUX CITY, SOUTH DAKOTA  
Randy Fredericksen, Mayor

ATTEST: Ted Cherry  
City Administrator

PUBLISHED: North Sioux City Times  
October 17, 2019  
October 24, 2019  
October 31, 2019



## City Council MEMO

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

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 10.7.2019  
Re: Library Sign

---

**Background:** Previously the Council had approved moving forward with the purchase of a sign for the Library. A picture is provided for reference on what the sign would look like. The costs came in higher than was first anticipated. The sign was not budgeted in FY2019, but was budgeted in FY2018. Work has been done to get the costs down. The budgeted in amount in FY2018 was \$40,000.

The current sign costs, with electrical installation, is \$49,999. Another sign company was contacted about this, but the cost involved were similar and did not include the brick base or electrical.

Administration is wondering if the Council would still like to move forward with this design, or if more costs would like to be cut a different style of electronic sign could be used instead of the full color. A full red color display would cut costs of approximately \$5,500.

If wishing to move forward with this project a supplemental budget for the amount would need to be made from the 212 2<sup>nd</sup> Penny fund.

**Financial Consideration:** \$49,999

**Recommendation:** Administration would seek guidance on Council's thoughts. If wanting to move forward with the project as is, a motion would need to be made to approve the purchase of the sign and electrical at the amounts presented.



front lit led illuminated accents  
 metal faced led illuminated sign with  
 push thru acrylic letters

custom metal accents  
 decorated with custom printed  
 cladding (wrapped - matte laminate)





# Sign Agreement

In Agreement With  
**Avery Brothers Sign Company**

---

Street  
**416 Water Street**

---

City, State, & Zip Code  
**Sioux City, IA 51103**

Date  
**Sept. 30, 2019**

---

Job Name	Job Number
<b>NSC Community Center</b>	<b>94664</b>

---

Job Location	Phone: 232-4276
<b>North Sioux City, SD</b>	Fax:

Avery Brothers Sign Company, by it's acceptance, hereof agrees to furnish the following work hereafter and on page two referred to as the Display System and according to the print attached hereto and made a part of this agreement.

**One Double Sided Illuminated Cabinet with Message Center**

Main Cabinet 44" x 84" x 22" with a twin pole saddle mount  
 Cabinet to have routed aluminum faces with .5" clear acrylic push through copy  
 Letters to be backed with white acrylic and decorated with blue and green vinyl

Custom shape, acrylic faces, LED illumination, digital print book end wraps

1) 16" x 74" x 14" custom shape top accent with 2) 5" deep LED illuminated channel letter type accent swooshes  
 Blue and green returns and trim cap and white acrylic faces with blue and green vinyl.

Cabinet to be painted white with a blue topper

15.85mm Full Color Electronic Message Center

1) 91" x 126" x 22" double sided illuminated monument sign

1) 28" x 138" x 28" faux brick base with one color acrylic stucco finish on cap and EIFS brick finish

\*This project includes a permit, production, a concrete base and installation.

\$48,610.....(less \$933, to stay within their budget, approved by Noel)

**Total labor, materials and installation: \$47,677**

- \* Steel Prices are subject to change.
- \* Plus applicable sales tax if required.
- \* Plus applicable sign permits and/or surveys.
- \* Final electrical connections by others at customer's expense.

All signs are custom built products and, at the option of the seller, require payment in advance with order.  
 Installation price is due upon installation. Contract prices are guaranteed for 60 days and may be subject to change after that time.

This contract with all conditions as noted, is herewith accepted by both parties.



# Sign Agreement

**Avery Brothers Sign Company**

By Wendi L. Knight

Purchaser Ted Cherry

By \_\_\_\_\_

Acceptance Date \_\_\_\_\_

**MITCHELL****ELECTRIC LLC****(605) 232-5527**717 N. Derby Lane Suite C  
North Sioux City, SD 57049  
MitchellElectric.com

PROPOSAL SUBMITTED TO City of North Sioux City		PHONE 605-232-4276	DATE September 20, 2019
STREET 504 River Drive		JOB NAME Library sign	
CITY, STATE and ZIP CODE North Sioux City, SD 57049		JOB LOCATION River Dr. NSC, SD	
ARCHITECT	DATE OF PLANS	ATTN Ted Cherry	FAX

We propose to furnish labor and material to wire the following:

**25amp 120volt (as per Avery Brothers) sign circuit with disconnect at sign  
Price \$2,322.00**

Please call or e-mail Dave Mitchell with any questions.

(712) 898-4378  
Dave@MitchellElectric.com

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:  
Please see above.

QUOTE BASED ON MATERIAL PRICES AS OF PROPOSAL DATE. PRICES MAY BE ADJUSTED AT DATE OF ACCEPTANCE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
SignatureNote: This proposal may be  
Withdrawn by us if not accepted within \_\_\_\_\_

days.

**Acceptance Of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



## 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: Mike Hamm, Finance Officer  
Date: 10/07/2019  
Re: Alcohol License Applications

---

**Background:** The following business is requesting renewal of their Alcohol Licenses. Applications have been reviewed using the Department of Revenue’s requirements and fees have been paid. Their original application was lost in the mail. I contacted the state and they said that the city can still approve their licenses as is.

1. Whistle Stop Casino – 4 Licenses

**Financial Consideration:** Increase to revenue for licensing fees and sales tax payments.

**Recommendation:** Recommend the approval of the applications.

/mjh

Date Received 9-20-19  
Date Issued \_\_\_\_\_

License No. RB-2260

### Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

**A. Owner Name and Address**

Waddy's, LLC  
PO Box 257  
Hudson, SD 57034

**B. Business Name and Address**

Waddy's WhistleStop Casino  
200 River Drive  
North Sioux City, SD 57049

Owner's Telephone #: (712) 551-6969

Business Telephone #: (605) 232-4897

**C. Indicate the class of license being applied for (submit separate application for each class of license).**

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) \_\_\_\_\_
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 1

Number of other On-sale Liquor Licenses held: 2

Is this License in active use?  Yes  No

**D. Legal description of licensed premise:**

Waterbury Tract 1, Govt Lot 3, Outlot 5, North Sioux City, SD

Have you ever been convicted of a felony?  Yes  No

Do you own  or lease  this property? (Check one)

E. State Sales Tax Number: 1033-4073-STMC

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license?  Transfer? (\$150)  Re-issuance?

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 13<sup>th</sup> day of September Signature [Signature]

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality?  Yes  No County: \_\_\_\_\_

This application was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Approving Officer's Telephone number \_\_\_\_\_ Signature: \_\_\_\_\_

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on \_\_\_\_\_ Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation?  Yes  No Amount of fee collected with application \$ \_\_\_\_\_

Are real property taxes paid to date?  Yes  No Amount of fee retained \$ \_\_\_\_\_

Ineligible for video lottery  Forwarded with application \$ \_\_\_\_\_

Number of video lottery terminals on licensed premise: \_\_\_\_\_

**For Local Government Use**

(Seal) \_\_\_\_\_  
Mayor or Chairman  
If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Please complete reverse side

Date Received 9-20-19

Date Issued \_\_\_\_\_

License No. RB-2276

### Uniform Alcoholic Beverage License Application

Mail **this copy** to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

**A. Owner Name and Address**

Waddy's, LLC  
PO Box 257  
Hudson, SD 57034

**B. Business Name and Address**

Waddy's WhistleStop Casino  
200 River Drive  
North Sioux City, SD 57049

Owner's Telephone #: (712) 551-6969

Business Telephone #: (605) 232-4897

**C. Indicate the class of license being applied for**  
(submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) \_\_\_\_\_
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 1

Number of other On-sale Liquor Licenses held: 2

Is this License in active use?  Yes  No

**D. Legal description of licensed premise:**

Waterbury Tract 1, Govt Lot 3, Outlot 5, North Sioux City, SD

Have you ever been convicted of a felony?  Yes  No

Do you own  or lease  this property? (Check one)

**E. State Sales Tax Number:** 1033-4073-STMC

**F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.**

**G. New license?**  **Transfer? (\$150)**  **Re-issuance?**

**H. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 13<sup>th</sup> day of September Signature [Signature]

**I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.**

Place of business is located in a municipality?  Yes  No County: \_\_\_\_\_

This application was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Approving Officer's Telephone number \_\_\_\_\_ Signature: \_\_\_\_\_

**J. APPROVAL OF LOCAL GOVERNING BODY** – Notice of hearing was published on \_\_\_\_\_, Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation?  Yes  No

Are real property taxes paid to date?  Yes  No

Ineligible for video lottery

Number of video lottery terminals on licensed premise: \_\_\_\_\_

Amount of fee collected with application \$ \_\_\_\_\_

Amount of fee retained \$ \_\_\_\_\_

Forwarded with application \$ \_\_\_\_\_

**For Local Government Use**

(Seal) \_\_\_\_\_

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Please complete reverse side

Date Received 9-20-19

Date Issued \_\_\_\_\_

License No. RB-2872

### Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

**A. Owner Name and Address**

Waddy's, LLC  
PO Box 257  
Hudson, SD 57034

**B. Business Name and Address**

Waddy's WhistleStop Casino  
200 River Drive  
North Sioux City, SD 57049

Owner's Telephone #: (712) 551-6969

Business Telephone #: (605) 232-4897

**C. Indicate the class of license being applied for**  
(submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) \_\_\_\_\_
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 1

Number of other On-sale Liquor Licenses held: 2

Is this License in active use?  Yes  No

**D. Legal description of licensed premise:**

Waterbury Tract 1, Govt Lot 3, Outlot 5, North Sioux City, SD

Have you ever been convicted of a felony?  Yes  No

Do you own  or lease  this property? (Check one)

E. State Sales Tax Number: 1033-4073-STMC

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license?  Transfer? (\$150)  Re-issuance?

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 13<sup>th</sup> day of September Signature [Signature]

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality?  Yes  No County: \_\_\_\_\_

This application was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Approving Officer's Telephone number \_\_\_\_\_ Signature: \_\_\_\_\_

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on \_\_\_\_\_, Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation?  Yes  No

Are real property taxes paid to date?  Yes  No

Ineligible for video lottery

Number of video lottery terminals on licensed premise: \_\_\_\_\_

Amount of fee collected with application \$ \_\_\_\_\_

Amount of fee retained \$ \_\_\_\_\_

Forwarded with application \$ \_\_\_\_\_

**For Local Government Use**

(Seal) \_\_\_\_\_

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Please complete reverse side

Date Received 9-20-19  
Date Issued \_\_\_\_\_

License No. RB-2902

### Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

**A. Owner Name and Address**

Waddy's, LLC  
PO Box 257  
Hudson, SD 57034

Owner's Telephone #: (712) 551-6969

**B. Business Name and Address**

Waddy's WhistleStop Casino  
200 River Drive  
North Sioux City, SD 57049

Business Telephone #: (605) 232-4897

**C. Indicate the class of license being applied for (submit separate application for each class of license).**

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) \_\_\_\_\_
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 1

Number of other On-sale Liquor Licenses held: 2

Is this License in active use?  Yes  No

**D. Legal description of licensed premise:**

Waterbury Tract 1, Govt Lot 3, Outlot 5, North Sioux City, SD

Have you ever been convicted of a felony?  Yes  No

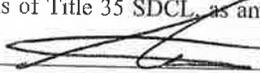
Do you own  or lease  this property? (Check one)

E. State Sales Tax Number: 1033-4073-STMC

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license?  Transfer? (\$150)  Re-issuance?

**H. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 13<sup>th</sup> day of September Signature 

**I.** Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

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This application was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Approving Officer's Telephone number \_\_\_\_\_ Signature: \_\_\_\_\_

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Application approved for Sunday on-sale operation?  Yes  No

Are real property taxes paid to date?  Yes  No

Ineligible for video lottery

Number of video lottery terminals on licensed premise: \_\_\_\_\_

Amount of fee collected with application \$ \_\_\_\_\_

Amount of fee retained \$ \_\_\_\_\_

Forwarded with application \$ \_\_\_\_\_

**For Local Government Use**

(Seal) \_\_\_\_\_  
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Please complete reverse side

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 10.7.2019  
Re: Ordinance 2019-10 – Detached Garage Size Limit 2<sup>nd</sup> Reading

---

**Background:** There were concerns brought forward regarding the size limitations on detached structures on lots. Mainly this came from garage structures being brought forward that were larger than the allowable size.

The ordinance presented would change the size allowable for detached structures from 1,000 sq feet to 1,250 sq feet. Because of the size change the size of footings would not need to be increased.

The Planning Commission recommended the ordinance to the Council on a 3-2 vote. Concerns were given regarding the height requirements, which is not part of this ordinance. Currently the height requirement is still a maximum of 15ft tall. The Commission choose not to take action to recommend anything on that to the Council. More information would be brought forward to them at a subsequent meeting to discuss that more in depth. If the height requirement changes the footing requirement would also have to change.

The concern about the height comes about because people may want to match the height of their homes with the detached structure. Keep in mind that attached structures can be built larger and to different heights without having to follow the detached structure code.

Council passed the 1<sup>st</sup> reading of the ordinance on 9.16.2019

**Financial Consideration:** none

**Recommendation:** Administration would recommend the approval of the 2<sup>nd</sup> reading of Ordinance 2019-10

PROPOSED ORDINANCE 2019-10

AN ORDINANCE AMENDING ‘TABLE 1805.4.2 FLOORS SUPPORTING WALLS OF LIGHT FRAME CONSTRUCTION’ IN TITLE 15, CHAPTER 15.24, SECTION 15.24.046 UNDER THE INTERNATIONAL RESIDENTIAL CODE ADOPTED OF THE NORTH SIOUX CITY CODE OF ORDINANCES

Table 1805.4.2 Floors supporting walls of Light Frame Construction – is amended by adding the following table.

Monolithic Slab Footings – Group U (Utility) Type Structures Only				
Maximum Horizontal Building Thickness	Minimum Minimum Area Footings (inches)	Width of (inches)	Minimum Depth Footing (inches)	of Minimum Floor Reinforcement
1250 Sq. Ft.	12	12	#4 top and bottom	3.5

Note:

- a) Footings or foundation shall extend a minimum 6 inches above the finished grade.
- b) Footings shall support not more than 16 inches of masonry block or concrete
- c) Monolithic Slab Footings are not permitted when any portion of the footing is to be located less than six feet to a Group R – Residential Occupancy Use.

Dated at North Sioux City, South Dakota this \_\_\_\_ day of \_\_\_\_\_ 2019

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

By: \_\_\_\_\_  
Randy Fredericksen, Mayor

ATTEST;

By: \_\_\_\_\_  
Mike Hamm, Finance Officer

First Reading:  
Second Reading:  
Publish:  
Effective Date:



# City Council MEMO

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

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 9.16.2019  
Re: Ordinance 2019-11 – Fiscal Year 2020 Budget Revision Ordinance 1<sup>st</sup> Reading

---

**Background:** Ordinance is for revised FY2020 budget. Because of email miscommunications the full amount of the growth was not added in to the property taxes on the original budget. Attached is the FY2020 revised budget with the revised property taxes. This revision equates to an additional \$60,000.00 in property taxes. All other budget items remain the same.

The discrepancy came from additions and improvements made to properties over the course of FY2018 and FY2019 and the reappraisals done by the County. Improvements and additions can be attributed to the large construction projects that have happened in the community over the past 2 years. Without adjustment the improvements and additions would not be taxed at the correct values and the City would not be able to carry those improvement and additions into future years.

The budget ordinance presented fixes the issue that was found and will adjust for future years as well. If the tax is fully recognized the revenue would better match the expenses in the General Fund and the City would not recognize as large of a one-time deficit in the General Fund as was originally anticipated.

**Financial Consideration:** Additional \$60,000 in FY2020 budgeted property tax revenues

**Recommendation:** Administration would recommend the approval of Ordinance 2019-11 1<sup>st</sup> reading.

ORDINANCE NO. 2019-11  
2020 Appropriation Ordinance Budget

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

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

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

PART II	SPECIAL FUNDS				CAPITAL PROJECT FUNDS				
	GENERAL 101	THIRD PENNY 211	SECOND PENNY 212	911 EMERGENCY 214	WATER 521	GENERATORS 524	SEWER UPGRADES 525	STREETER DR 526	LEVY REPAIRS 527
GOVERNMENTAL FUNDS									
Unassigned Fund Balance Cash Applied	276,230.00		385,500.00						
3100 Taxes	2,620,500.00	134,000.00	535,000.00	39,000.00					
3200 Licenses and Permits	86,800.00								
3300 Intergovernmental Revenue	159,000.00								
3400 Charges for Goods and Services	42,100.00								
3500 Fines and Forfeits	18,300.00								
3600 Miscellaneous Revenue	67,500.00	500.00	4,500.00						
3900 Other Sources	5,000.00			37,000.00					
Subtotal	<u>3,275,430.00</u>	<u>134,500.00</u>	<u>925,000.00</u>	<u>76,000.00</u>					
Operating Transfers In	-	-	-	-	450,000.00	350,000.00	210,000.00	850,000.00	580,000.00
TOTAL MEANS OF FINANCES	<u>3,275,430.00</u>	<u>134,500.00</u>	<u>925,000.00</u>	<u>76,000.00</u>	<u>450,000.00</u>	<u>350,000.00</u>	<u>210,000.00</u>	<u>850,000.00</u>	<u>580,000.00</u>

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

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

PART III The following is a summary of those funds.

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

PART IV

The finance officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor.  
\$ 559,000.00

Dated this 7th day of October 2019.

Attested: Randy Fredericksen, Mayor

Mike Hamm, Finance Officer

First Reading: September 3, 2019  
Second Reading: October 7, 2019  
Publication Date: October 17, 2019

To: North Sioux City – City Council  
From: Ted Cherry, City Administrator  
Date: 10.7.2019  
Re: Storage Container Discussion

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**Background:** Previously the Council had taken up an ordinance that was written regarding storage containers inside City Limits. That ordinance, in its current format, is attached. The Council had asked to table this issue so more information could be gathered. That information is listed below for consideration. At this time this would be fore discussion only as the Administration needs to get a clearer picture on what the Council would like to proceed with, if anything.

On Military Road and Hwy 105 there are currently 26 storage units that are visible from the street, in the Flynn area 5, on North Derby/Hwy Commercial there is a total of 11, on South Derby a total of 25, and in other areas of town, including residential, there are 7 that could be found. The total of what was counted was 74 regular storage containers in city limits. This does not include all semi-trailers. There are a number of semi-trailers, some have wheels and axles, and some do not.

Issues that need to be thought about when dealing with the storage containers is the aesthetics of the way they look. Also, if residents and businesses are using them as storage year-round, the City does not receive any property tax from them. Additionally, they have the ability to cause other issues that conflict with ordinance, specifically with vegetation growth.

Administration would be looking for guidance from the Council on how to proceed on this issue. Zoning maps have been provided.

**Financial Consideration:** None

**Recommendation:** Discussion topic only.



# NORTH SIOUX CITY FOOD TRUCK DAY

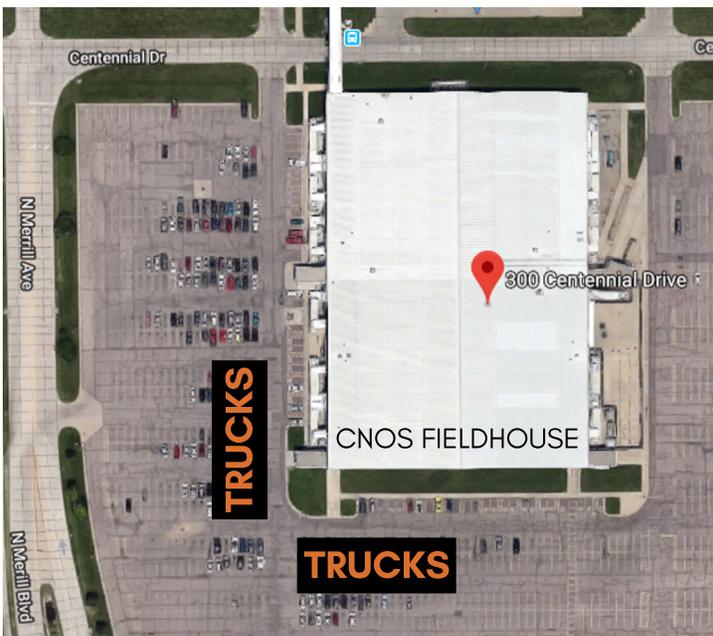
INCLUDING TACOS, PIZZA, BBQ, COFFEE, ICE CREAM AND MORE!

Friday, October 18th 11am-2pm

CNOS Fieldhouse

300 Centennial Drive

North Sioux City, SD 57049



WHILE YOU ARE HERE...

GET TOURS OF

- VIP GYMNASTICS, NINJA, AND CHEER
- CNOS FIELDHOUSE / UNITED SPORTS ACADEMY
- PELLA GATEWAY

INDOOR AND  
OUTDOOR  
SEATING

QUESTIONS? CONTACT  
ANDREW.NILGES@NORTHSIOUXCITYDEVELOPMENT.COM