



Regular Meeting of the City Council

October 21, 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: October 7, 2019 Regular Meeting
- F. Agenda Items
 - 1. Introduction of New Employees
 - 2. Service Line Warranty Program – National League of Cities
 - 3. Levee Culvert Repair Issue
 - 4. Library Update – Liane Welte
 - 5. Police Dept. Update – Rich Headid
 - 6. City Investment Policy
 - 7. City Document and Records Retention Policy
 - 8. City Procurement Policy
 - 9. Ordinance 2019-11 – FY2020 Budget Ordinance Revision – 2nd Reading
 - 10. Acquisition Plat – Lot 27 & 28 Alcoma Acres
- G. Community and Council Input
- H. Executive Session*
- I. Approval of Bills
- J. Adjournment

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
 October 7, 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, City Finance Officer Mike Hamm, and City Attorney Darrell Jesse.

Mayor Fredericksen led the Pledge of Allegiance.

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

Motion by Green, second by Carpenter to approve the minutes from the September 16, 2019 Council Meeting. All members present voted aye.

Dwight Berglin from Quam, Berglin, and Post, P.C. was on hand to review the 2018 audit with the Council.

Motion by Berg, second by Green, to approve the Starcomm Amendment Agreement. All members present voted aye.

Motion by Cropley, second by Benson, to approve the CIPP Sewer Improvements Bid Letting. All members present voted aye.

A discussion was held on the Library sign. Parks asked if it would be high enough for everyone to see. Cherry stated that the electronic sign would be bigger than the one at North Sioux Dental. Parks asked what was planned for the middle of River Dr. Cherry stated that there would be tall grasses and trees and that we could plan so that they would not block the view of the sign.

Motion by Parks, second by Slater, to approve the Library sign as presented. All members present voted aye.

Motion by Benson, second by Berg, to approve the Whistle Stop Casino Alcohol License. All members present voted aye.

Motion by Parks, second by Carpenter, to approve the 2nd reading of Ordinance 2019-10 Detached Structure. All members present voted aye.

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	Minimum Minimum Floor	Width of	Minimum Depth	of Minimum

Building Area Footings (inches) Footing (inches) Reinforcement Thickness (inches)				
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: 09/16/19
Second Reading: 10/7/19
Publish: 10/17/19
Effective Date: 11/06/19

Motion by Slater, second by Berg to approve the 1st^d reading of Ordinance 2019-11 – FY2020 Revised Budget. All members present voted aye.

A discussion was held on storage containers. Cherry said he went around the city to count the storage containers. He stated that there was a total of 74 regular storage containers. He stated that this number did not include semi-trailers. Berg stated he was contacted by someone to inquiry about opening a storage container rental business like the one in Elk Point. Parks stated that he thinks one size does not fit all in this case. Slater stated he would like to see it itemize by zone. Parks said he would like to see a residential one separate from a Business one. Cherry stated he would put something together and bring it to the Council at a later date.

Community Input:

1. Jeff Rabbit was on hand to discuss the contract with the city on 100 River Dr and the stipulation that says the city will put the property back in the same condition prior to construction.

Motion by Parks, second by Berg to move into executive session for personnel and contractual items at 8:29pm. All members present voted aye.

Regular session resumed at 10:15pm.

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

BRSCHBCH EQUIP	7989.00	DIESEL PUMP
BOMGAARS	703.73	SPRAY PAINT (2), SFTNR SALT (10)
BLWR AUTO BODY	70.00	UNIT 1-RPLC & PAINT LWR DOOR
C. W. STR SVCS	141.75	CH-REP AIR HNDLRS
CARPENTER TONY	50.00	3QTR2019 P&Z MTG
CHERRY, TED	76.25	CELL PHONE REIMB
COLONIAL LIFE	81.86	9/13, 9/27 PREM
CRARY, HUFF, INKSTER, SHEEHAN	3993.50	SEP2019 LEGAL FEES
DAKOTA TRAFFIC SVCS	4549.89	HIBUILD PAINT, ARROWS (50)
DAKOTA DUNES/NSC TIMES	844.80	SEP2019 PUBLISHING FEES
DEMCO, INC	36.93	LIB SUPP-PRESCHOOL RDNG PRGRM
THMPN INNVTN	2230.00	SEP2019 TECH SUPP
ELECTRIC PUMP	7936.88	KIT REP, PUMP, STEEL, CABLE
ELCTRCL ENGNG & EQUIP	2695.00	BACKUP GNRTR REP (6)
FOUR SEASONS NORTH	224.55	OCT2019 FITNESS CHGS
GILL HAULING	12489.12	SEP2019 RSDNTL WST
GVRNMNTL FNNC OFFICERS	160.00	FNC OFFCRS MBRSHP
GRAHAM TIRE CO.	500.00	UNIT 2-TIRES (4)
H2O 4 U	109.00	BOTTLED WTR (12)
HAMM, MIKE	199.01	CELL REIMB, EXP REIMB
HAWKINS, INC	3332.20	CHLORINE (10), SCALE
PETER HOLBROOK	450.00	2QTR2019 P&Z MTG
HYDRCL SLS & SVC	35.66	TIGER MWR PARTS (5)
INGRAM LIB SVCS	702.23	BOOKS (86)
JACK'S UNFRMS & EQUIP	1395.60	CLTHNG ALLWNC (4)
JEO CNSLTNG GROUP	20912.50	ENGINEERING FEES
JOHNSON FEED, INC.	1820.00	ROAD SALT (26 T)
JR ROOFING, LLC	2350.00	ROOF REP (4)
KALINS INDOOR CMFRT	125.70	LIB-AC REP
NEXTAR BRDCSTNG, INC	1151.00	ADVRTSNG 8/1-8/24
KEVIN ODELL ELECTRIC, INC.	1878.68	REP LIGHTS (7)
KMEG-TV	60.00	ADVRTSNG 8/1-8/24
LINDEN, BAYNE	550.00	2QTR2019 P&Z MTG
MARTEL ELCTRNC, INC	305.00	PD-TRANSMITTER GEN
MIDAMERICAN ENERGY	11223.92	SEP1019 UTLTY CHGS
MID COUNTRY MCHNRY	274.58	TIGER MWR BLADES
MIDWEST TAPE	97.61	DVD'S (4)
MIDWEST WHEEL	196.66	SNOW PLOW PARTS (10)
MITCHELL, DAVE	500.00	2QTR2019 P&Z MTG
MJ MINOR UTLTY CNTRCTR	2111.38	VAC OUT-FLYNN LIFT STN
OFFICE SYSTEMS CO	151.30	COPY & LEASE EXP
OLSON, DAN	500.00	2QTR2019 P&Z MTG
ONE OFFICE SLTN	214.32	PD-INK CRTRDG (6)
PNFLLY CLR WINDOW SVCS	4066.00	LIB-WINDOW CLNG (4)
PER MAR SCTY SVCS	181.32	4Q2019 SCRTRY MNTRNG SVC
PIONEER AUTO	683.40	UNIT 5-TIRES (4), MOUNT & BLNC
PRESTO-X CO	238.00	SEP2019 PEST CNTRL
RADAR SHOP	291.00	RCRTFD RADAR UNITS (5)
RIVER VALLEY, LLP	2695.78	JUL-OCT Q32019 TIF PYMT
RBRSTN IMPLMNT	537.03	GRVLY MWR PARTS
SD MNCPL LEAGUE	40.00	SD MNCPL DRCTRY (2)
SD DEPT OF HEALTH	751.00	BOD, COLI, SOLIDS, SULFATE
SPARKLE & SHINE CLNG SVCS	1451.25	SEP2019 CLNG (4)
STOCKWELL ENGNRS	7720.00	SPLASH PAD MASTER PLAN-50%
STREETER, DONALD	500.00	2QTR2019 P&Z MTG
TELVUE CRPRTN	2142.00	CABLE CHANNEL (4 YRS)
THE ROAD GUY CONST. CO INC	7761.60	CHIP SEAL-SQ YARD (3696)
UNION CO. RGSTR OF DEEDS	7.00	COPY-COTTINGTONS
VERIZON WIRELESS	896.04	CELL CHGS (21 LINES)
WELTE, LIANE	136.10	EXP REIMB
WOODBURY CTY EMERG SVCS	1464.45	OCT-DEC2019 STARCOMM
WOODHOUSE	53.44	UNIT 1-HINGE DOOR
VANDER POL EXCVTNG	57259.99	BIG SIOUX RIVER BANK LEVEE

As required by SDCL 6-1-10, the following is a list of the September 2019 payroll by department:

Finance/Admin	\$18,484.04
Library	\$7,253.78
Police	\$37,096.95
Public Works	\$29,960.52

Motion to adjourn by Cropley second by Berg at 10:16pm. All members present voted aye.

Approved

Randy Fredericksen, Mayor

Attested

Mike Hamm, City Finance Officer



City Council MEMO

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

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 10.21.2019
Re: New Employees

Background: The new employees of the City will attend the Council meeting to introduce themselves.

Financial Consideration: n/a

Recommendation: discussion only



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: 10.21.2019
Re: National League of Cities Service Line Program

Background: at a previous Council meeting the National League of Cities Service Line Programs was discussed briefly. The Council had asked for a representative from the program join us for a meeting to discuss the program in more depth. Information regarding the program, a copy of the contract regarding royalties, as well as the PowerPoint are attached for your reference. The royalties' contract has not been reviewed by Darrell at this time as we didn't want to expend funds on something that the Council may not be interested in.

The representative from the program will be able to better explain all of the aspects of the program as well as any benefits the City might see as well.

Financial Consideration: N/A

Recommendation: Discussion only

City of North Sioux City, SD



Ashley Shiwarski
724-749-1097
ashiwarski@utilitysp.net



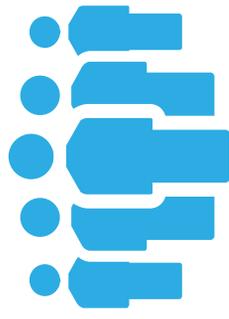
WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director
National League of Cities

PROGRAM BENEFITS

- Only Service Line Program Endorsed by the National League of Cities
- Helps address the public policy issue of aging infrastructure
- No cost for the City to participate
- Ongoing Revenue Stream for the City
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



OUR SERVICE AND WHAT IT COVERS



SEWER/SEPTIC LATERAL
COVERAGE



WATER LINE
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

OUR SERVICE AND WHAT IT COVERS



INTERIOR PLUMBING
AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
- Only market by direct mail, no telemarketing
- Would never mail without your review and approval of marketing material before each and every campaign
- Limited mailing campaigns per year
- Consumer friendly marketing
- Always voluntary for the homeowner



- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing;
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time

OVER 600 MUNICIPAL PARTNERS IN 38 STATES

...INCLUDING 5 IN THE STATE OF SOUTH DAKOTA

City of Aberdeen

City of Huron

City of Box Elder

City of Spearfish

City Of Rapid City

Q & A

NLC Service Line Warranty Program Highlights

- The only utility line warranty program endorsed by the National League of Cities (NLC)
- Endorsed by multiple state leagues
- Over 500 municipalities participating nationwide
- No cost to or liability for the city to participate
- Ongoing revenue stream for city
- Educates homeowners about their lateral line responsibilities
- Utility Service Partners (USP) handles all marketing and management of the program
- 24/7/365 bilingual customer service
- All repairs performed to city code by local, licensed contractors
- Reduces calls from residents to City Hall for lateral water and sewer line issues
- Homeowner billed by NLC Service Line Warranty Program
- Provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- No public funds are used in the marketing, distribution or administration of the NLC Service Line Warranty Program
- The NLC Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community

PARTICIPATING CITIES (SAMPLE OF OVER 500)

Phoenix, AZ	Ottawa, KS	Independence, MO
Tucson, AZ	Elsmere, KY	Las Vegas, NV
San Diego, CA	Baltimore, MD	Dayton, OH
San Angelo, TX	Beverly Hills, MI	Tulsa, OK

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

CITY

Provides non-tax revenue stream without any investment

Reduces calls to City/Public Works when a homeowner's line fails

Contractors undergo rigorous vetting process to ensure quality service

Reduces costs associated with sending Public Works to residents' homes to assess lateral line issues

Keeps money in the local economy by using contractors in the metro area

Contractors must be current with insurance and required licenses

RESIDENTS

Affordable utility line repair solution for families on a budget

Educates homeowners about their service line responsibilities

Prevents aggravation of having to find a reliable, reputable plumber

Peace of mind - with one toll-free call a reputable plumber is dispatched

Keeps money in the homeowner's pocket; without warranty, repairs cost from hundreds to thousands of dollars

No service fees or deductibles and no paperwork or forms to complete

ACCOLADES & ACCOMPLISHMENTS



- The **only** utility line warranty program endorsed by the National League of Cities
- Over **1.3 million repairs** performed over the last three years saving customers over **\$454 million**
- A customer satisfaction rating of **4.7 out of 5 stars***
- **Accredited by the Better Business Bureau with A+ rating**

* Average repair service rating from customers surveyed via text message and email post service from October 2018 - February 2019

Learn more about the program at www.utilitysp.net or call 1-866-974-4801.

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of North Sioux City, South Dakota ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo or other branding ("**Marks**"), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". City may

provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. For the avoidance of doubt, this Agreement shall be deemed confidential and the City shall notify Company should this Agreement be subject to disclosure due to any public records laws.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing in this Agreement.

7. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Ted Cherry
City of North Sioux City
PO Box 1845
North Sioux City, SD 57049
Email: ted.cherry@northsiouxcity-sd.gov
Phone: (605) 232-4276

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature (including by email), any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** This Agreement and the License granted herein may not be assigned by

Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of City, such consent not to be unreasonably withheld.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of South Dakota, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

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

CITY OF NORTH SIOUX CITY

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of North Sioux City
Term Sheet
June 18, 2019

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
City logo and name on letterhead, advertising, signature line, billing and marketing materials.

III. Products.

- a. External water service line plan (initially, \$5.75 per month)
- b. External sewer/septic line plan (initially, \$7.75 per month)
- c. Interior plumbing and drainage plan (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line plan:
 - Property Owner responsibility: From the meter and/or curb box to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line plan:
 - Property Owner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage plan:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 10.21.2019
Re: Levee Repair – Rabbit Family Vision Lot

Background: At the previous meeting it was requested to have this item on the agenda. Jeff Rabbit had expressed concern about the portion of his property that was used during the levee reconstruction/emergency actions that needed to be taken.

Documents that follow is the original easement that was signed with Jeff for the property, the new easement that was prepared for the property for the emergency actions, as well as pictures of the conditions of the property before work had started.

Jeff's concern is in regards to section 4 of the easements provided, Conditions of Construction Easement. The language presented in the easement states the City would agree to return the property to substantially the same conditions as it existed prior to the construction. In the original documents for the project \$2,500 was provided for this purpose and was to be done with crushed rock. This was for the original easement area that was used.

As you can see from the pictures the parking lot area that was used was in not great shape. Due to the increase in the area that was used during the emergency work the parking area was used almost 100%.

To clean out the are that was used during construction of all asphalt and then re-seed the area the cost would be approximately \$14,000. Costs associated with the work may be eligible for FEMA relief funding by the federal government pay up to 75%.

The question before the Council would be if the area used during the construction process should be replaced with something, or do you believe the lot is still currently in substantially the same condition as it was before the levee project was undertaken.

Financial Consideration: None at this time

Recommendation: Discussion only. Administration would be looking for direction on how to move forward on this item.

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

AMENDED TEMPORARY CONSTRUCTION EASEMENT

The original Temporary Construction Easement was entered into by the undersigned parties effective February 15, 2019 and was anticipated to be terminated on or before May 15, 2019. A copy of the signed original Easement is attached hereto as Exhibit A. As a result of flooding on the Big Sioux River the parties agree to extend this Easement on a month-to month basis until the public infrastructure project identified below is completed. Said project is now anticipated to be completed in September, 2019.

This Amended Temporary Construction Easement ("Easement") is made and effective this 27th day of August, 2019, by and between Triple R Real Estate, LLC, a South Dakota limited liability company, ("GRANTOR") and the City of North Sioux City, a South Dakota municipal corporation ("GRANTEE").

WHEREAS, GRANTEE is constructing certain public infrastructure to include storm water pipes and culvert on real estate owned by GRANTEE and adjacent to real estate owned by GRANTOR and the Big Sioux River; and

WHEREAS, GRANTOR is the owner of the property where the infrastructure is to be assembled and stored;

WHEREAS, in the course of the project completion it was deemed necessary by the contractor to expand the Easement Area. The amended Easement Area is described on Exhibit B attached hereto and incorporated by reference herein.

NOW, THEREFORE, for and in consideration of the terms and the conditions set forth in this agreement, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR and GRANTEE agree to the following:

1. Purpose of the Construction Easement:

GRANTOR hereby grants to GRANTEE, and its respective contractors, sub-contractors and invitees, an exclusive and Amended Temporary Construction Easement (“Easement”) across the real estate described on Exhibit B for the purpose of construction activities, subject to the conditions set forth herein.

2. Term of Construction Easement:

This Amended Temporary Construction Easement shall expire on September 30, 2019.

3. Easement Payment. Grantee herein agrees to pay the sum of One Thousand Dollars (\$1,000.00) per month to the Grantor for the term of this Easement on the 1st of each month. The payments to Grantor shall not be prorated to the date of completion, but shall occur on a month-to-month basis. In addition, the Grantee and its contractor agree to minimize any interference with the contractors for the Military Road bridge reconstruction project.

4. Conditions of Construction Easement:

Upon completion of construction activities, GRANTEE hereby agrees to remove any debris located in the easement area, and to return the property to substantially the same condition as it existed prior to construction activities and to re-seed the property which currently has grass upon completion at its sole expense.

5. Indemnification and Hold Harmless:

GRANTEE shall hold the GRANTOR, its owners, manager, employees and agents harmless and indemnify and defend the GRANTOR and their successors and assigns, from and against any and all actions, lawsuits or claims which may be asserted or brought against them, which in any way arise out of or connected with the GRANTEE’s construction activities or the use of the GRANTOR’s property as set forth herein and which are a result of GRANTEE’s negligence or conduct, including all attorneys fees and any other expenses incurred by GRANTOR pursuant to this section.

6. Insurance:

The GRANTEE’s contractors shall during the entire term of this Temporary Construction Easement, keep in full force and effect, a policy of casualty and liability insurance with respect to the Easement area with limits of not less than One Million Dollars (\$1,000,000.00).

IN WITNESS WHEREOF, the GRANTOR and GRANTEE, or their duly authorized representatives, have executed this Agreement.

[SIGNATURE PAGES TO FOLLOW]

TRIPLE R REAL ESTATE, LLC



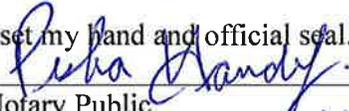
By: Jeff Rabbitt

Its: Manager

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the 27 day of August, 2019, before me, the undersigned officer, personally appeared Jeff Rabbitt, who acknowledged himself to be the Manager of Triple R Real Estate, LLC, a South Dakota limited liability company, 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 company by himself as Manager.

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



Notary Public

My Commission Expires: 11-27-23



CITY OF NORTH SIOUX CITY

By: Randy Fredericksen
Its: Mayor

ATTEST

Michael Hamm, Finance Officer

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the _____ day of August, 2019, before me, the undersigned officer, personally appeared Randy Fredericksen and Michael Hamm, 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 Fredericksen as Mayor and Finance Officer 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: _____

EXHIBIT A

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

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement ("Easement") is made and effective this 15th day of February, 2019, by and between Triple R Real Estate, LLC, a South Dakota limited liability company, ("GRANTOR") and the City of North Sioux City, a South Dakota municipal corporation ("GRANTEE").

WHEREAS, GRANTEE is constructing certain public infrastructure to include storm water pipes and culvert on real estate owned by GRANTEE and adjacent to real estate owned by GRANTOR and the Big Sioux River; and

WHEREAS, GRANTOR is the owner of the property where the infrastructure is to be assembled and stored, which is described on Exhibit "A" attached hereto and incorporated by reference herein.

NOW, THEREFORE, for and in consideration of the terms and the conditions set forth in this agreement, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR and GRANTEE agree to the following:

1. Purpose of the Construction Easement:

GRANTOR hereby grants to GRANTEE, and its respective contractors, sub-contractors and invitees, an exclusive Temporary Construction Easement ("Easement") across the real estate described on Exhibit "A" for the purpose of construction activities, subject to the conditions set forth herein.

2. Term of Construction Easement:

This Temporary Construction Easement shall expire on May 31, 2019.

3. Easement Payment. Grantee herein agrees to pay the sum of One Thousand Dollars (\$1,000.00) per month to the Grantor for the term of this Easement which is anticipated to be completed on or before May 15, 2019. Further, for any construction activities which occur beyond May 15, 2019, the Grantee shall pay an additional monthly amount of One Thousand

Dollars (\$1,000.00). The additional payment made due to construction activities extending beyond May 15, 2019 shall not be prorated to the date of completion even if said construction activities extend fewer than thirty (30) days beyond May 15, 2019. In addition, the Grantee and its contractor agree to minimize any interference with the contractors for the Military Road bridge reconstruction project.

4. Conditions of Construction Easement:

Upon completion of construction activities, GRANTEE hereby agrees to remove any debris located in the easement area, and to return the property to substantially the same condition as it existed prior to construction activities and to re-seed the property which currently has grass upon completion at its sole expense.

5. Indemnification and Hold Harmless:

GRANTEE shall hold the GRANTOR, its owners, manager, employees and agents harmless and indemnify and defend the GRANTOR and their successors and assigns, from and against any and all actions, lawsuits or claims which may be asserted or brought against them, which in any way arise out of or connected with the GRANTEE's construction activities or the use of the GRANTOR's property as set forth herein and which are a result of GRANTEE's negligence or conduct, including all attorneys fees and any other expenses incurred by GRANTOR pursuant to this section.

6. Insurance:

The GRANTEE's contractors shall during the entire term of this Temporary Construction Easement, keep in full force and effect, a policy of casualty and liability insurance with respect to the Easement area with limits of not less than One Million Dollars (\$1,000,000.00).

IN WITNESS WHEREOF, the GRANTOR and GRANTEE, or their duly authorized representatives, have executed this Agreement.

[SIGNATURE PAGES TO FOLLOW]

TRIPLE R REAL ESTATE, LLC

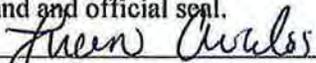


By: Jeff Rabbitt
Its: Manager

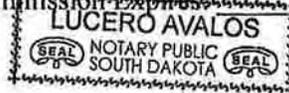
STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the 21 day of February, 2019, before me, the undersigned officer, personally appeared Jeff Rabbitt, who acknowledged himself to be the Manager of Triple R Real Estate, LLC, a South Dakota limited liability company, 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 company by himself as Manager.

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



Notary Public
My Commission Expires 10/23/21



CITY OF NORTH SIOUX CITY


By: Randy Fredericksen
Its: Mayor

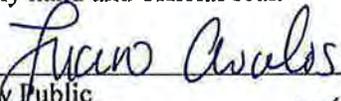
ATTEST


Ted Cherry, Finance Officer

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the 22 day of February, 2019, before me, the undersigned officer, personally appeared Randy Fredericksen and Ted Cherry, 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 Fredericksen as Mayor and Ted Cherry 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: 10/23/21

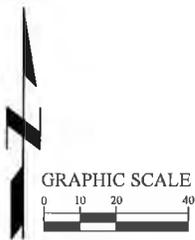
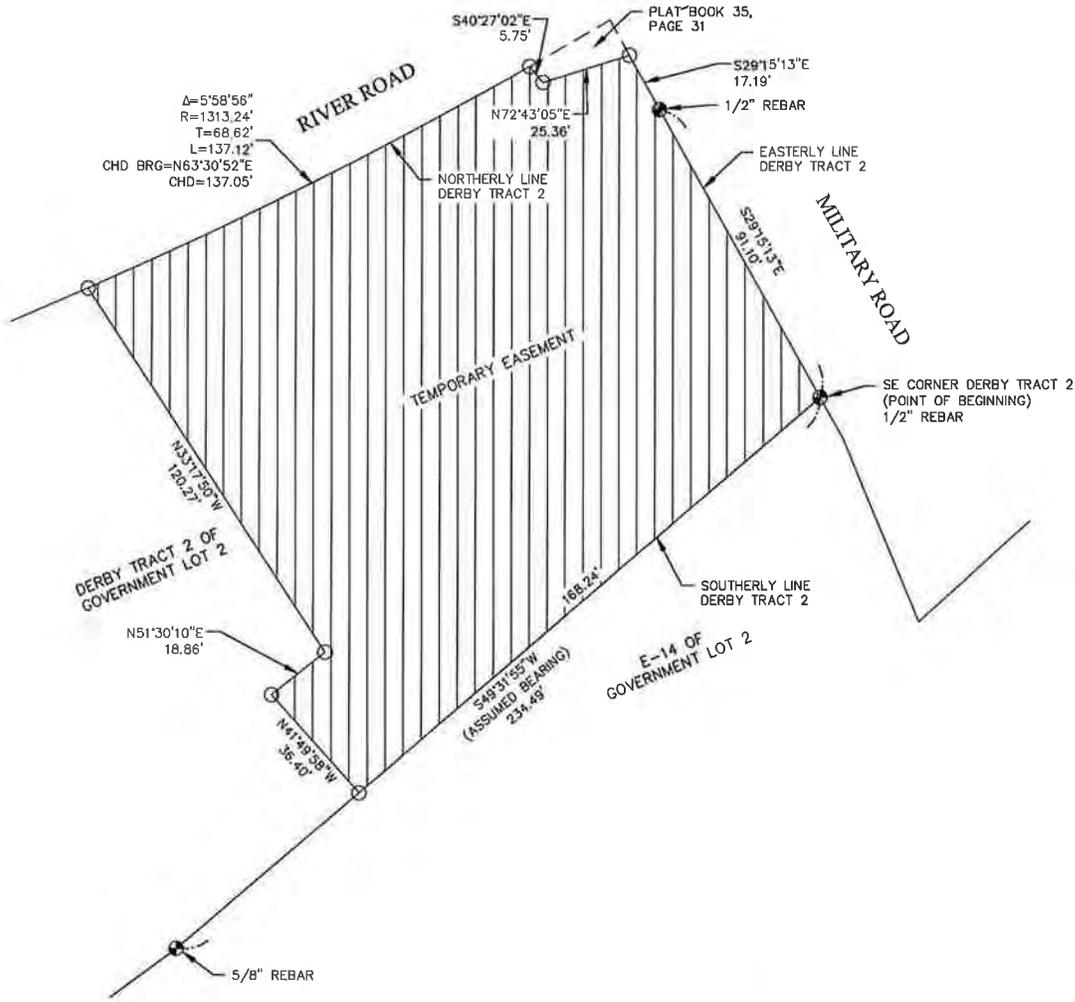


EXHIBIT A

TEMPORARY EASEMENT

PART OF DERBY TRACT 2 OF GOV'T LOT 2

SEC. 14-T89N-R48W 5TH P.M., UNION COUNTY, SOUTH DAKOTA



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DEBEDED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATED DISTANCE
 - R RECORDED DISTANCE

DATE	8/8/2019
SCALE	1"=40'
DRAWN	AWH
JOB NO	182001
FIELD BOOK	SOUTH DAKOTA 1
FIELD WORK	MS
SHEET	1 OF 1
FILE NO	

JEO CONSULTING GROUP

800.723.8567
Wahoo, NE 402-443-4661
www.jeo.com

TEMPORARY EASEMENT DESCRIPTION:

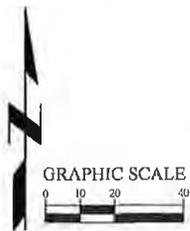
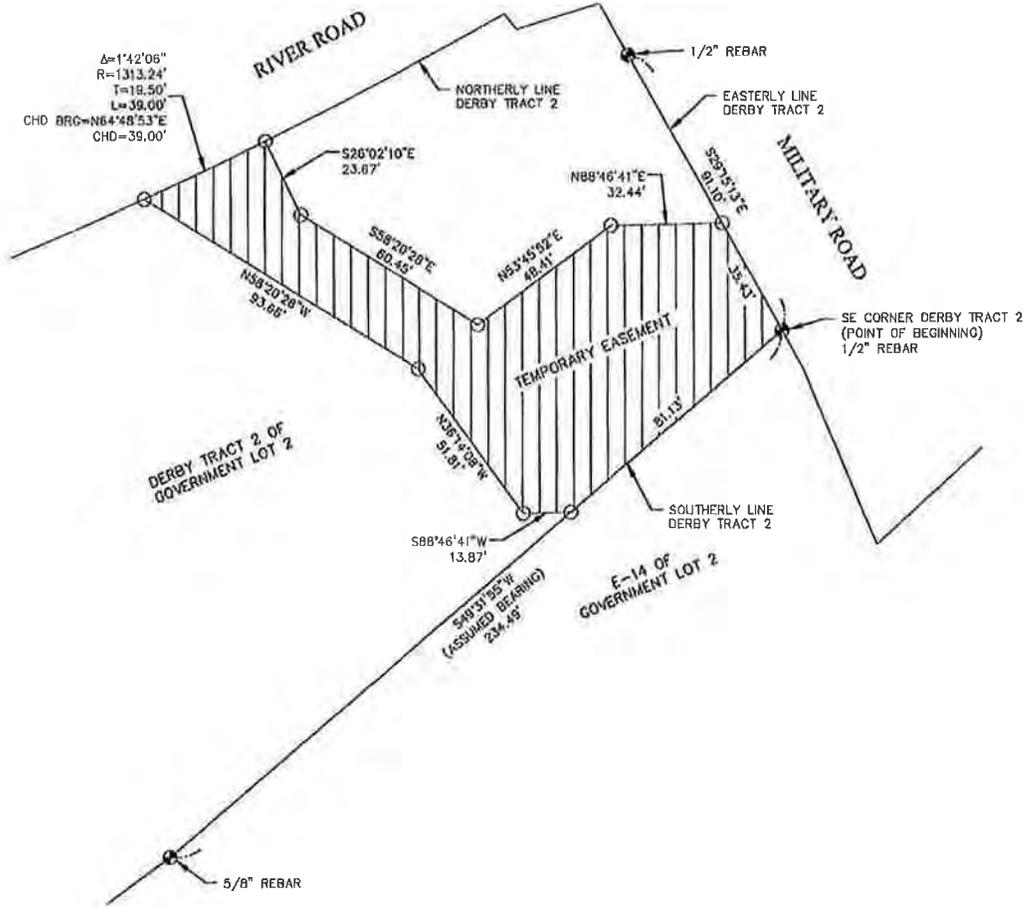
PART OF DERBY TRACT 2 OF GOVERNMENT LOT 2 IN SECTION 14, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE FIFTH P.M., UNION COUNTY, SOUTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID DERBY TRACT 2; THENCE S49°31'55"W (ASSUMED BEARING) ON THE SOUTHERLY LINE OF SAID DERBY TRACT 2, A DISTANCE OF 168.24 FEET; THENCE N41°49'58"W, A DISTANCE OF 36.40 FEET; THENCE N51°30'10"E, A DISTANCE OF 18.86 FEET; THENCE N33°17'50"W, A DISTANCE OF 120.27 FEET TO THE NORTHERLY LINE OF SAID DERBY TRACT 2; THENCE NORTHEASTERLY ON SAID NORTHERLY LINE ON A 1313.24 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 137.12 FEET, THE CHORD OF SAID CURVE BEARS N63°30'52"E, A DISTANCE OF 137.05 FEET; TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN PLAT BOOK 35, PAGE 31; THENCE S40°27'02"E ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 5.75 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N72°43'05"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 25.36 FEET TO THE EASTERLY LINE OF SAID DERBY TRACT 2; THENCE S29°15'13"E ON SAID EASTERLY LINE, A DISTANCE OF 108.29 FEET TO THE POINT OF BEGINNING, CONTAINING 0.50 ACRES, MORE OR LESS.

EXHIBIT B

TEMPORARY EASEMENT

PART OF DERBY TRACT 2 OF GOV'T LOT 2

SEC. 14-T89N-R48W 5TH P.M., UNION COUNTY, SOUTH DAKOTA



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DEED/DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLAT/DISTANCE
 - R RECORDED DISTANCE

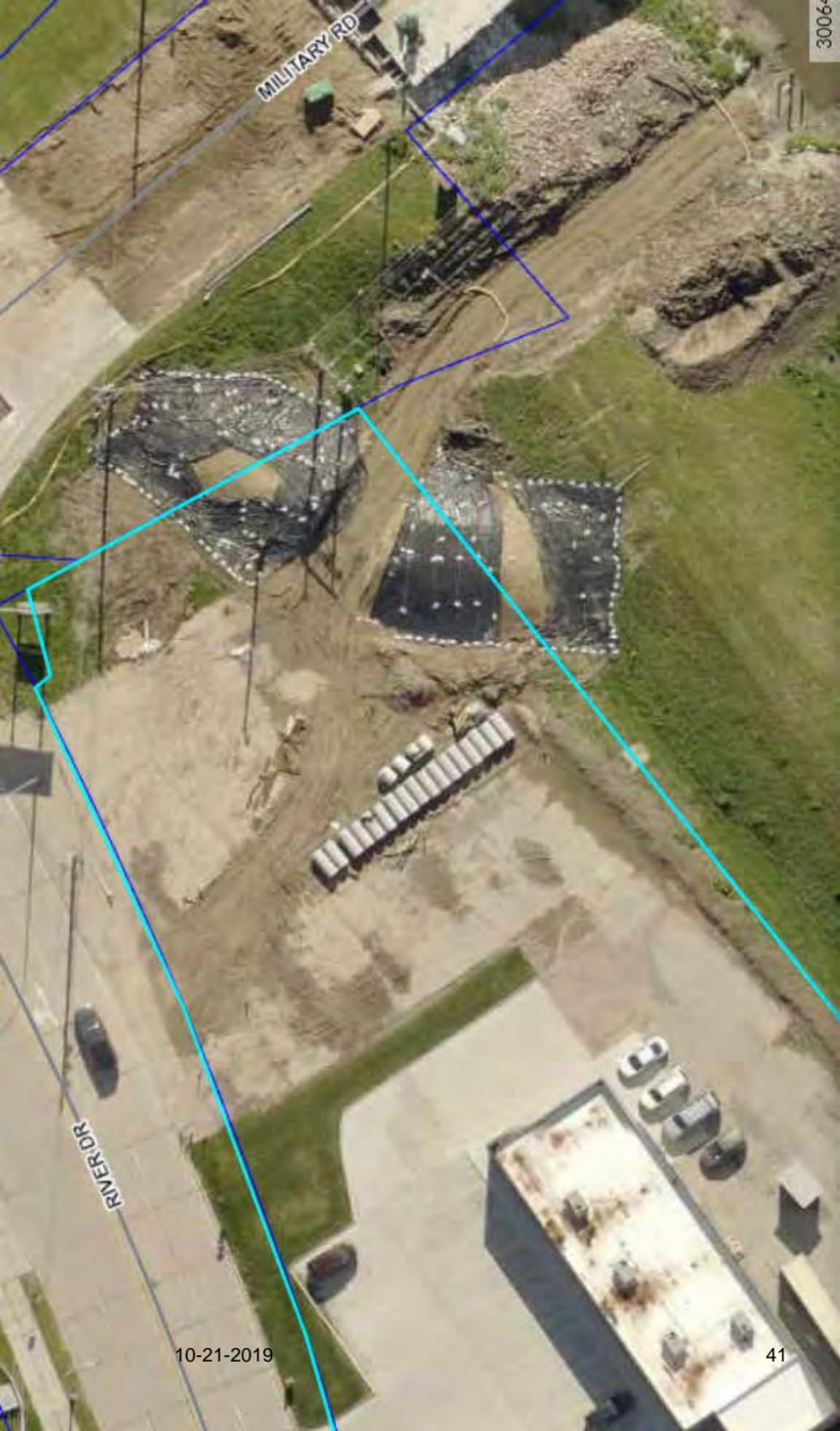
TEMPORARY EASEMENT DESCRIPTION:

PART OF DERBY TRACT 2 OF GOVERNMENT LOT 2 IN SECTION 14, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE FIFTH P.M., UNION COUNTY, SOUTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID DERBY TRACT 2; THENCE S49°31'55"W (ASSUMED BEARING) ON THE SOUTHERLY LINE OF SAID DERBY TRACT 2, A DISTANCE OF 81.13 FEET; THENCE S88°46'41"W, A DISTANCE OF 13.87 FEET; THENCE N36°14'08"W, A DISTANCE OF 51.81 FEET; THENCE N58°20'28"W, A DISTANCE OF 93.66 FEET TO THE NORTHERLY LINE OF SAID DERBY TRACT 2; THENCE EASTERLY ON SAID NORTHERLY LINE ON A 1313.24 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 39.00 FEET, THE CHORD OF SAID CURVE BEARS N64°48'53"E, A DISTANCE OF 39.00 FEET; THENCE S26°02'10"E, A DISTANCE OF 23.67 FEET; THENCE S58°20'28"E, A DISTANCE OF 60.45 FEET; THENCE N53°45'52"E, A DISTANCE OF 48.41 FEET; THENCE N88°46'41"E, A DISTANCE OF 32.44 FEET TO THE EASTERLY LINE OF SAID DERBY TRACT 2; THENCE S29°15'13"E ON SAID EASTERLY LINE, A DISTANCE OF 35.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES, MORE OR LESS.

DATE	12/27/2018
SCALE	1"=40'
DRAWN	AW11
JOB NO.	182001
FIELD BOOK	SOUTH DAKOTA 1
FIELD WORK	MS
SHEET	1 OF 1
FILE NO.	

800.723.8567
Wahoo, NE 402-443-4661
www.jeo.com

P:\Engineering\182001 00 - North Sioux City Military Road Drainage Structure\8 Survey\Drawings\182001 EASEMENT.dwg, on 12/29/2019 3:50 PM



MILITARY RD

RIVER DR

10-21-2019

41

3006



10-21-2019

Google Earth

© 2019 Google
© 2018 Google



10-21-2019

Google Earth

© 2019 Google
© 2018 Google









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: Liane Welte, Library Director
Date: 10/21/2019
Re: Library Update

Background: Report on Summer Reading Program. Follow-up on Federal Dollar support for the State Library. Year to date data. Resources available through the state library.

Financial Consideration: None

Recommendation: None at this time. Council input is welcome.

eResources Quick Guide

Access eResources at: <http://library.sd.gov> > click **Online Resources** > from drop-down menu > select **A to Z Complete Listing** OR **By Category**.

Direct **access** is available inside schools, public libraries, and academic buildings.

Access at-home, off-campus, and other remote locations:

- 1) Click on the desired eresource
 - 2) You will either access the eresource, OR
 - 3) Be asked "Allow this application to use your location?" CHOOSE
 - 4) "Deny" and you will be sent to the Share-it login screen OR CHOOSE
 - 5) "Allow" and you will either have access, OR
 - 6) Be sent to the Share-it login screen to enter your library, barcode and password (either SDSL-issued card or local library card, ask local librarian for details)
- If you log in through links on your library's web page, follow the directions and use your barcode and password, if necessary.

Search Tips

- Select the blue cloud  icon for more about the resource, including webinars & tutorials.
- Most eResources have "help" or "search tips" links near the top.
- Depending on need & skill level, students can select resources in various school categories.
- Articles and databases have a "cite" links leading to a variety of citation styles.

CATEGORY	RESOURCES	
Elementary School	<ul style="list-style-type: none"> • BookFlix • Explora Kids • Funk & Wagnall's New World Ency. • Learning Express Library • Primary Search 	<ul style="list-style-type: none"> • Science Reference Center • SIRS Discoverer • World Book Kids • World Book Student
Middle School	<ul style="list-style-type: none"> • CAMIO* • Explora Teens • Funk & Wagnall's New World Ency. • Gale Virtual Reference Library • Learning Express Library • Middle Search Plus 	<ul style="list-style-type: none"> • Readers' Guide: 1890-1982 • Science Reference Center • SIRS Discoverer • SIRS Issues Researcher • World Book Student
High School	<ul style="list-style-type: none"> • CAMIO* • Explora Teens • EBSCO MegaFile • Funk & Wagnall's New World Ency. • Gale Virtual Reference Library • Learning Express Library • MAS Ultra-School Edition • Points of View Reference Center 	<ul style="list-style-type: none"> • ProQuest Research Library • Readers' Guide: 1890-1982 • SAGE Knowledge • Science Reference Center • SIRS Issues Researcher • US Newsstream • World Book Advanced • World Book Discover

July 2018

eResources Quick Guide

* in-Library access only

***Must use a State Library-issued eCard on a computer outside of a library network to access

CATEGORY	RESOURCES	
Business	<ul style="list-style-type: none"> • Business Searching Interface • Business Source Premier • FirstSearch 	<ul style="list-style-type: none"> • ProQuest Research Library • ReferenceUSA *** • Regional Business News Plus
Foreign Languages	<ul style="list-style-type: none"> • Pronunciator • World Book: Enciclopedia Estudiantil Hallazgos (Spanish) • World Book: L'Encyclopédie Découverte (French) 	<ul style="list-style-type: none"> • Learning Express Library • ProCitizen (en Espanol) • Translation tools within EBSCO resources, Gale Virtual Reference Library, SIRS, ProQuest & World Book
Genealogy	<ul style="list-style-type: none"> • AncestryLibrary* • HeritageQuest 	<ul style="list-style-type: none"> • Sanborn Maps (old South Dakota maps)
Health & Medicine	<ul style="list-style-type: none"> • Academic Search Premier • AHFS Consumer Medication Info. • Alt-Healthwatch • Consumer Health Complete • FirstSearch • Gale Virtual Reference Library 	<ul style="list-style-type: none"> • Health Source: Consumer Edition • Health Source: Nursing/Academic • Medline Plus • ProQuest Research Library • PubMed • SAGE Knowledge
Life Skills	<ul style="list-style-type: none"> • Chilton Library • Learning Express Library 	<ul style="list-style-type: none"> • World Book Discover
Literary Review	<ul style="list-style-type: none"> • EBSCO MegaFile • Gale Virtual Reference Library 	<ul style="list-style-type: none"> • ProQuest Research Library • World Book Advanced
Scholarly Research	<ul style="list-style-type: none"> • Academic Search Premier • EBSCO eBooks • EBSCO MegaFile • FirstSearch • Gale Virtual Reference Library • GreenFile 	<ul style="list-style-type: none"> • FDSys (US government docs.) • MasterFILE Premier • Points of View Reference Center • ProQuest Research Library • US Newsstream • WorldCat
Teacher/Librarian Resources	<ul style="list-style-type: none"> • Academic Search Premier • BookFlix • ERIC • Explora Educators • Explora Libraries 	<ul style="list-style-type: none"> • Library, Info. Sci. & Tech. Abstracts(LISTA) • Professional Development Collection • ProQuest Research Library • Teacher Reference Center • World Book Activity Corner
Test Preparation	<ul style="list-style-type: none"> • Learning Express Library • ProCitizen (en Espanol) 	<ul style="list-style-type: none"> • ProCitizen (in English)

July 2018

CONNECTING SOUTH DAKOTA TO THE WORLD





Electronic Resources at library.sd.gov

Auto Repair

- ChiltonLibrary

Business

- Business Searching Interface
- Business Source Premier
- Reference USA — *State Library eCard access*
- Regional Business News Plus

eBooks

- EBSCO eBook Collection
- Gale Virtual Reference Library
- SAGE Knowledge

Foreign Language

- Pronunciator
- World Book: Enciclopedia Estudiantil Hallazgos (Spanish)
- World Book: L'Encyclopédie Découverte (French)

Genealogy

- AncestryLibrary — *inside library only*
- HeritageQuest by Ancestry
- Sanborn Maps SD

Health & Medicine

- AHFS Consumer Medication Information
- Alt-Healthwatch
- Consumer Health Complete: Consumer & Scholarly editions
- Health Source: Consumer & Nursing editions
- PubMed

Newspapers

- US Newsstream

Practice Exams

- Learning Express Library
- ProCitizen (in English)
- ProCitizen (en Español)

Research

- Academic Search Premier
- CAMIO — *inside library only*
- FDSys: US Government Publications
- FirstSearch
- GreenFILE
- MasterFILE Premier
- MegaFILE
- Points of View Reference Center
- ProQuest Research Library
- South Dakota State Publications Online
- WorldCat

Schools

- BookFlix
- Explora Kids (Grades K-6)
- Explora Teens (Grades 7-12)
- Funk & Wagnall's New World Encyclopedia
- MAS Ultra School Edition (Grades 9-12)
- MiddleSearch Plus (Grades 5-8)
- Primary Search (Grades K-6)
- Readers' Guide Retrospective: 1890-1982
- Science Reference Center
- SIRS Discoverer (Grades K-8)
- SIRS Issues Researcher (Grades 7-12)
- World Book Advanced (Grades 9-12)
- World Book Discover
- World Book Kids (Grades K-5)
- World Book Student (Grades 5-9)

Teacher Resources

- ERIC (Education Resources Information Center)
- Explora Educators
- Explora Libraries
- Library, Information Science & Technology Abstracts
- Professional Development Collection
- Teacher Reference Center
- World Book Activity Center

These electronic resources are provided for FREE to ALL South Dakota citizens through a combination of funding from the South Dakota State Library and the Institute of Museum and Library Services.

Summer Reading Event Attendees 2019									
Date	Event	Book Babies	PreSchool	Hired Events	Volunteer Events	Lego	Dogs	Total	Grand Total
6/3/2019	Book Babies	13							
6/4/2019	Hanson Show			117					
6/5/2019	Moon Program				45				
6/5/2019	Reading to Dogs						14		
6/6/2019	Reading Buddy				3				
6/6/2019	Movie				15				
6/7/2019	Glow Slime				139				
Week 1 Total		13		117	202		14	346	
6/10/2019	Book Babies	28							
6/10/2019	Rope Warrior			38					
6/11/2019	Preschool		30						
6/12/2019	Reading to Dogs						20		
6/12/2019	Rockets to the Rescue				26				
6/13/2019	Reading Buddy				10				
6/13/2019	Young Space Travel			20					
6/14/2019	Glow Rock Paint				143				
Week 2 Total		28	30	58	179		20	315	
6/17/2019	Book Babies	15							
6/17/2019	Duke Otherwise			52					
6/18/2019	Preschool		17						
6/18/2019	Beginner Lego					4			
6/18/2019	Sun Program				35				
6/19/2019	Reading to Dogs						25		
6/19/2019	Motions Commotion				19				
6/20/2019	Reading Buddy				3				
6/20/2019	Telescopes			30					
Week 3 Total		15	17	82	57	4	25	200	
6/24/2019	Book Babies	10							
6/24/2019	Lego Combined					25			
6/25/2019	Preschool		25						
6/26/2019	Reading to Dogs						15		
6/26/2019	Constellation				20				
6/27/2019	Reading Buddy				3				
6/27/2019	Drone Discovery				26				
6/27/2019	Drone Demo				32				
6/27/2019	Reading to Dogs					14			
6/28/2019	Great Plains Zoo			151					
6/28/2019	Summer Reading BBQ				151				
Week 4 Total		10	25	151	232	39	15	472	
7/8/2019	Lego					8			
7/10/2019	Kids Create				19				
7/10/2019	Reading to Dogs						19		
7/11/2019	Reading to Dogs						12		
7/11/2019	Reading Buddy				5				
7/12/2019	Street Clean-up				8				
Week 5 Total					32	8	31	71	
7/16/2018	Lego					12			
7/17/2018	Reading to Dogs						17		
7/18/2018	Reading to Dogs						11		
Week 6 Total						12	28	40	
7/24/2019	Reading to Dogs						7		
7/24/2019	Kids Create					20			
7/25/2019	Reading to Dogs						15		
Week 7 Total						20	22	42	
7/29/2018	Lego					5			
7/31/2019	Kids Create				30				
7/31/2019	Reading Buddy				4				
Week 8 Total					34	5		39	
Event total		66	72	408	736	88	155	1525	
Adult Book Club								15	
Adult/HS								88	
Grand Total									1628
Fun Facts									
	Participants Signed up	Books Read	Pages Read	Minutes Read					
Kids	280			216,000					
Adult	88	336							
Middle School			2600						



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: Rich Headid – Police Chief
Date: 10-21-2019
Re: Police Department Stats

Background: Chief Richard Headid will talk with the Mayor and Council and give him stats on the police departments calls of service for the year 2019 compared to previous years.

Financial Consideration: None

Recommendation: Give Chief Headid the opportunity to speak with Mayor and Council and update them.

**NORTH SIOUX CITY POLICE DEPARTMENT
YEARLY COMPARISONS**

(Figures thru 9/2019)

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Actual Cases	2186	2289	2469	2163	1958	2041	1762	2363	2204	2269	2547	2416	3046	2658	2065	
Alarms	76	44	64	51	79	57	75	111	122	95	100	96	105	77	80	
Alcohol:																
DWI (M1)	38	51	46	52	55	44	38	32	14	16	29	18	19	19	6	
DWI (Felony)	4	5	9	4	10	3	1	2	1	0	4	0	1	2	1	
DWI (< 18 yrs)	0	4	0	4	2	2	0	0	0	0	0	1	0	0	0	
DWI (18-21 yrs)	2	3	7	4	10	5	0	0	0	0	0	0	0	0	0	
Furn. Alcohol to Minor	11	0	2	6	2	0	0	4	0	0	0	1	0	0	0	
MICA (< 18 yrs)	12	23	32	2	8	6	14	2	2	5	0	1	4	6	1	
MICA (18-21 yrs)	23	19	44	38	15	19	32	21	12	7	5	5	3	5	2	
Open Container in MV	12	25	27	9	10	4	12	4	4	6	17	2	4	8	8	
Assaults: Aggravated	4	0	2	5	4	1	2	0	0	1	7	8	2	0	3	
Domestic	9	8	9	8	7	12	8	19	12	10	15	9	11	6	10	
Simple	9	4	10	11	9	8	6	7	7	4	4	13	11	8	9	
Community Policing Events	148	250	201	116	110	182	92	115	102	162	118	85	162	162	66	
Dis. Conduct/Civil Disorder	12	5	14	17	16	13	22	14	6	10	10	4	4	9	7	
Disturbances	46	27	35	34	51	46	42	38	47	52	47	49	45	22	28	
Drugs:																
Ingestion	78	41	54	37	34	39	64	58	33	31	28	31	36	30	43	
Inhabit Room/Drugs Used	7		1	3	0	0	0	3	1	0	0	3	1	0	1	
Poss. CS	29	6	10	4	5	3	34	40	7	14	17	12	8	25	22	
Poss. Drug Para.	37	25	32	24	20	19	44	30	29	26	20	25	22	52	44	
Poss. w/Int. to Distrib.	1	0	0	0	2	0	0	2	1	0	1	1	0	0	0	
Poss. Marijuana	37	25	38	24	22	19	35	17	18	16	23	21	13	38	25	
K9 Searches	67	n/a	13	2	n/a	n/a	n/a	n/a								
Kidnapping	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	
Theft: Petty	83	60	62	63	63	56	62	68	77	82	69	69	69	63	44	
Grand	6	2	4	6	9	13	8	5	19	1	16	9	8	18	10	
Traffic:																
Actual Traffic Stops	611	562	609	680	529	679	548	716	657	729	903	844	1424	1336	950	
Auto Accidents	68	64	70	68	74	85	73	77	50	56	63	74	89	74	78	
Citation Tickets	248	240	369	577	184	305	176	155	91	107	141	115	305	374	317	
Driving While DL Rev.	21	12	24	8	22	14	10	13	7	7	12	14	16	27	19	
Driving While DL Susp.	34	26	35	28	29	43	35	33	29	39	40	25	60	81	73	
Warning Tickets	391	330	225	214	99	249	230	319	229	142	219	110	287	600	304	
Speeding	92	93	134	166	84	69	50	71	51	87	143	260	432	446	331	
Vandalism/Crim. Mischief	14	24	30	14	19	14	21	13	11	11	20	50	4	2	3	
Warrant Arrests	55	25	40	19	29	24	23	160	57	38	24	30	38	43	20	



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, City Administrator
Date: 10.14.19
Re: City Investment Policy

Background: The City of North Sioux City currently does not have an Investment Policy. Ted asked me to put a policy together. I asked around for examples from other municipalities and looked into the South Dakota Codified Law to make sure everything was covered. This policy covers the objectives of the cities investments as well as outlining what investments and financial institutions the city can use. This will allow for proper investments moving forward so the city can meet our daily cash flow needs.

Financial Consideration: None.

Recommendation: Administration would recommend the approval of the City Investment Policy.



Where you want to be!

City of North Sioux City Investment Policy

1. POLICY

Pursuant to SDCL 4-5-8 it is the policy of the City of North Sioux City to invest idle public funds in a manner to meet the daily cash flow demands of North Sioux City with the primary objectives, in priority order, being: a) Safety of Principal b) Liquidity and c) Return on Investments.

A) Safety of Principal

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate the following risks.

1. Credit Risk

The City of North Sioux City will minimize credit risk, which is the risk of loss due to the failure of the investment issuer or backer, by limiting the portfolio to the types of investments listed in section 5. Authorized and Suitable Investments of this policy and diversifying the investment portfolio to diminish the impact of potential losses from any one type of investment or from any one individual issuer.

2. Custodial Credit Risk

The City of North Sioux City will minimize Custodial Credit Risk for deposits, which is the risk that in the event of the failure of a depository financial institution the deposits or collateral securities that are in the possession of an outside party would not be able to be recovered, as addressed in section 6. Collateralization.

B) Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

C) Return

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity

objectives described above. The core of the portfolio is limited to relatively low risk investments in anticipation of earning a fair return relative to the risk being assumed.

2. DELEGATION OF AUTHORITY

Authority to manage the investment program is granted to the City Administrator, Finance Officer, and Mayor who shall refrain from personal business activity that could impair his/her ability to make impartial decisions. The City Administrator and Finance Officer acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of investments are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3. AUTHORIZED FINANCIAL DEALER AND INSTITUTION

The Governing Board authorizes the placement of cash resources in the following financial institutions:

- *Liberty National Bank, North Sioux City, SD*
- *1st Financial Bank, Dakota Dunes, SD*
- South Dakota Public Funds Investment Trust (FIT)
- Any lenders within the boundaries of the City of North Sioux City or Dakota Dunes, SD.

4. AUTHORIZED AND SUITABLE INVESTMENTS

The City of North Sioux City is empowered by statute to invest in the following instruments:

- Interest bearing checking accounts
- Savings accounts
- Money Market Mutual Funds – open-end, no load (SDCL 4-5-6)
- Certificates of Deposit (CDs) (SDCL 9-22)
- Certificates of Deposits (CDs) purchased through CDARS (Certificate of Deposit Account Registry Service) (SDCL 4-5-6.1)
- Local Government Investment Pool (SD FIT)

*When investing in Certificates of Deposit (CDs) public funds will be invested at the highest rate of interest possible after attempting to secure two (2) quotes.

The above listed authorized deposits will be kept in banks in South Dakota as required by SDCL 9-22-6.

5. COLLATERALIZATION

In accordance with the SDCL 4-6A and 51A-10-9 Qualified Public Depositories will furnish collateral in the sum equal to one hundred percent (100%) of the public deposit accounts that exceed deposit insurance. The financial institution shall submit a copy of their collateralization report to the Finance Officer.

SDCL 4-6A-3 requires that collateral be segregated by each depository in such manner as approved by the South Dakota Public Deposit Protection Commission. Collateral may not be held in any safety deposit vault owned or controlled either directly or indirectly by the pledging financial institution but must be deposited for safekeeping in a financial institution that is a member of the Federal Reserve.

6. REPORTING

The Finance Officer shall prepare an investment report not less than quarterly, that provides a clear picture of the

status of the current investments.

7. INTEREST EARNED

The interest earned from investments shall be credited to the respective fund, except Agency funds. (SDCL 4-5-9)

Exceptions: Debt Service Fund SDCL 9-22-12 and Perpetual Care Fund SDCL 9-32-18. The interest earned from investments made with funds from these accounts shall be credited in accordance to the respective statutes.

Randy Fredericksen
Mayor

ATTEST:

Mike Hamm
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: Mike Hamm, City Administrator
Date: 10.14.19
Re: City Document and Records Retention Policy

Background: All municipalities are required to have a Document and Records Retention Policy. The State Bureau of Administrations Records Management Program has put together a policy for all municipal offices in South Dakota to provide a uniform retention and destruction schedule. I have taken this policy condensed it and added a procedure for the destruction of any records. This will allow for uniformity moving forward.

Financial Consideration: None.

Recommendation: Administration would recommend the approval of the City Document and Records Retention Policy.

City of North Sioux City

Document Retention and Destruction Procedure

I. Document Retention

The City of North Sioux City follows the South Dakota Municipalities Records Retention and Destruction Schedule as adopted by the City of North Sioux City Council. Documents that are not listed, but are substantially similar to those listed in the schedule will be retained for the appropriate length of time. Any document not listed should refer back to the state manual.

II. Prior to the destruction of any records.

1. Check to make sure they can be destroyed.
2. Email the Finance Officer prior to disposal with a list of what will be disposed. The list must include the following:
 - A. Name of Document
 - B. Year document was created
 - C. Type of disposal method
 - D. Name of person disposing of records
 - E. Date records were disposed
3. A list must be kept on the S: Drive listing all records that have been disposed of. This list must include the same information as referenced above.

III. General Records. (See current policy for additional information)

Accident and Incident Reports – Retain current in office, then transfer to storage for 6 years. Destroy after 6 years.

Accounts Payable – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Accounts Receivable - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Applications – Retain successful in office. Transfer expired or terminated to storage for 4 years. Destroy 4 years after expired or terminated.

Applications – Retain unsuccessful applications for 30 days in office then destroy.

Assessment, Taxation, and Cost Recovery – Retain 1 year in office, then transfer to storage for 14 years. Destroy after 15 years.

Audit Reports – Retain 3 years in office. Destroy after 3 years.

Bank Statements – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Bills Paid List – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Budget Request Files – Retain until budget year has ended then destroy.

Cash Receipt Transmittals – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Check Register – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Claims, Paid and Disallowed – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Contracts and Agreements – Retain originals current in office. Transfer terminated to storage for 6 years. Destroy after 6 years after termination.

Correspondence Federal – Retain 1 year in office, then transfer to storage for 2 years. Destroy after 3 years.

Correspondence General – Retain 2 years in office then destroy.

Daily Cash Receipts Journal – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Deposits Register – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Federal Grant Awards - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Financial Statements - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

First Report of Injury – Retain 5 years in office then destroy.

Grant Files – Retain current in office. Transfer terminated to storage for 4 years. Destroy after 4 years.

Grievance Files – Retain current in office, then transfer to storage for 3 years. Destroy after 3 years.

Inventory and Fixed Assets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Inventory, Supplies and Materials - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Invoices - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Job Announcements - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Leave Balance Reports - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Leave Requests - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

License Application Forms - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Licenses/Permits - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Material Safety Data Sheets – Retain current in office. Destroy superseded or obsolete.

Memorandums General – Retain 1 year in office, then transfer to storage for 2 years. Destroy after 3 years.

Memorandums Policy – Retain 3 years in office. Destroy 3 years after superseded or obsolete.

Minutes, Miscellaneous Advisory Boards – Retain 4 years in office then destroy.

Organizational Charts – Retain current in office. Destroy superseded or obsolete.

Packing Slips - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Payroll Authorizations - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Performance Appraisals – Retain 3 years in office. Destroy after 3 years.

Personnel Files – Retain active in office. Destroy by shredding 3 years after terminated.

Purchase Orders - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Real Estate Plats – Retain permanently in office.

Historical Pictures and Books – Retain current in office. Destroy superseded or obsolete.

Receipts - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Risk Management Plans – Retain current in office. Transfer superseded or obsolete to storage for 5 years. Destroy 5 years after superseded or obsolete.

Standard Operating Procedures – Retain current in office. Transfer superseded or obsolete to storage for 2 years. Destroy 2 years after superseded or obsolete.

Telephone Logs – Retain full book 2 months in office then destroy.

Time Cards/Sheets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Travel Requests - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Utility Deposits Register - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Vehicle Maintenance Records – Retain throughout service life of the vehicle. Destroy when vehicle is sold, transferred, or salvaged.

Vehicle Titles – Retain current in office. Transfer when respective vehicle has been sold or declared surplus.

Vouchers - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Vouchers, Petty Cash – Retain 4 years. Destroy after 4 years.

Workers Compensation Files - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

IV. Airport. (See current policy for additional information)

Activity Reports – Retain 1 month in office then destroy.

Airport Reports – Retain 3 years in office then destroy.

Operations Manual – Retain current in office then transfer superseded to storage for 3 years. Destroy 3 years after superseded or obsolete.

Owners Report, SD Aeronautics Commission – Retain 1 year in office then destroy.

Passenger Enplanements - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Self-Inspection Checklist – Retain 3 years in office then destroy

Statement of Operations - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Traffic Operation Form - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

V. Finance. (See current policy for additional information)

Abstract of Title – Retain current in office. Destroy superseded or Obsolete.

Account and Affidavit - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Administrative Reference File – Retain current in office. Destroy superseded or obsolete.

Airport Agreements – Retain originals current in office. Transfer terminated to storage for 6 years. Destroy 6 years after terminated.

Airport Operations Manual – Retain current in office, transfer superseded to storage for 3 years. Destroy 3 years after superseded.

Airport Reports - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Ambulance Reports – Retain 1 year in office then transfer to storage for 5 years. Destroy after 6 years.

Ambulance Service Reports - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Annexation Resolutions – Retain permanently in office. Consider maintaining on microfilm to provide dispersal protection for these records.

Annual Reports – Retain 3 years in office then destroy.

Annual Reports Light and Power - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Annual Report Municipal Liquor Store - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Applications - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Applications for Alcoholic Beverage Sales – Retain 1 year in office then destroy.

Applications for Beer License - Retain 1 year in office then destroy.

Applications for City Depository - Retain 1 year in office then destroy.

Applications for Sunday Liquor Sales - Retain 1 year in office then destroy.

Applications for Taxicab Driver – Retain 30 days after expiration then destroy.

Applications for Taxicab or Bus Designation – Retain successful application current in office. Destroy 30 days after expiration.

Appointment of Election Officials – Retain in office until modified or repealed then destroy.

Appraisals Real Estate - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Audio/Video Tapes of Council Meetings – Maintain 90 days in office after minutes have been finalized and adopted then destroy.

Assessment and Taxation File – Retain 1 year in office, then transfer to storage for 14 years. Destroy after 15 years.

Audit List Printouts - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Audit Reports – Retain 3 years in office then destroy.

Ballot Receipts – Retain in office 60 days after election or recount and then destroy.

Ballots – Retain paper ballots, voting machine ballot records, and unused or spoiled ballots 60 days in office after election and/or recount, then destroy.

Bank Correspondence - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Bank Statements - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Bankruptcy File – Retain 6 years in office then destroy.

Bid Bond – Retain in office until either a performance bond is received or the vendor fails to receive the award, then return to vendor.

Bid Letting Tabulations - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Bid Proposals, Specifications and Lettings - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Billing Register - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Bills of Sale - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Boiler Inspection Reports – Retain current in office. Destroy superseded or obsolete.

Bond Destruction Certificates – Immediate disposal.

Bond Register – Immediate disposal.

Bonds and Bond Coupons – Immediate disposal.

Budget, Annual Authorized – Retain permanent in the Code of Ordinances.

Budget Expenditure Records - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Budget Requests – Retain until budgeted year has ended then destroy.

Budget Revenue Records - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Campaign Expense Statements and Ballot Questions – Retain 2 years in office then destroy.

Cash Disbursements Journal – Retain full book 1 year in office after an audit report has been received then transfer to storage for 9 years. Destroy after 10 years.

Cash receipt transmittals - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Cash Receipts - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Cash Receipts Journal - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Cemetery Plat Book Index – Retain permanently in office.

Cemetery Plat Books – Retain permanently in office.

Cemetery Plot Sales Record – Retain permanently in office.

Certificates of Deposit – Retain current in office. Destroy redeemed.

Check Register - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

City Licenses - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

City Sales Tax Receipts - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

City Sales Tax Records - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Claims, Paid and Disallowed Vouchers - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Contracts and Agreements – Retain originals 6 years in office. Transfer terminated to storage 6 years. Destroy 6 years after terminated.

Correspondence General/Federal – Retain 3 years in office then destroy.

County Remittance Sheets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Customer Ledgers Utilities – Retain 3 years in office then destroy.

Daily Balance Records - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Delinquent Billing File - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Deposit Slips – Retain in office until reconciled with monthly bank statement then destroy.

Disbursement Ledgers - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Easements/Right of Way – Retain current in office. Transfer terminated to storage for 10 years. Destroy 10 years after terminated.

Easements/Temporary – Retain current in office. Destroy when respective easement has been cancelled.

Election Abstracts/Canvass Records – Retain permanently in office.

Election Certificates – Retain 1 year in office then destroy.

Election Notices – Retain 60 days in office after election then destroy.

Election Returns – Retain 25 years in office then transfer to State Archives for final disposition.

Elections – Retain oaths of office and loyalty oaths current in office. Destroy obsolete or superseded.

Employee Contribution Report/Quarterly - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Engineering Plans/Blueprints – Retain in office for life of structure then destroy.

Financial Aid Applications/Awards – Retain awarded and executed grants in office 1 year after completion, then transfer to storage for 3 years. Destroy after 4 years after audit report is received.

Financial Statements/Other - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Fixed Asset Ledger - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Fleet Information – Retain information on fleet current in office. Transfer to “Surplus Property Records” when declared surplus and sold.

Franchise Agreements/Licenses – Retain current in office then destroy.

Fuel Card Requisitions/Equipment – Retain in office for 1 year then destroy.

Fuel Readings – Retain in office for life of fixed asset, then transfer to storage for 4 years. Destroy 4 years after fixed assets are sold or declared surplus property.

General Journal - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

General Ledger – Retain full book 1 year in office after a post audit report has been received then transfer to storage for 50 years. Destroy after 50 years.

General Trail Balance - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Grants File Federal – Retain current in office. Transfer terminated to storage for 4 years. Destroy after 4 years.

Insurance File – Retain current in office. Transfer superseded or obsolete to storage for 6 years. Destroy 6 years after superseded.

Insurance Invoice File - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Inventory/Fixed Assets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Inventory/Supplies - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Invoices - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Lease Agreements – Retain current in office then transfer to storage for 5 years. Destroy 5 years after termination.

Leave Liability Report/Sick and Vacation - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Leave Requests. Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Legal Opinions – Retain 10 years in office then destroy.

Licenses Alcoholic Beverage and Video Lottery – Retain in office 3 years then destroy.

Licenses/Permits - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Liquor Monthly Profit and Loss Statements – Retain 1 year in office then destroy.

Liquor Operating Agreements – Retain current in office then transfer obsolete or superseded to storage for 6 years. Destroy after 6 years.

Lost Vehicle Fuel Card Log – Retain 1 year in office after fuel card is deactivated then destroy.

Lottery Audit Tickets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Loyalty Oaths/Oaths of Office – Retain current in office. Destroy when respective office has left office.

Maps File – Retain current in office. Destroy superseded or obsolete.

Meeting Notices/Regular and Special – Retain 1 year in office then destroy

Meter Book Reference File – Retain current in office. Destroy superseded or obsolete.

Meter Deposit Records - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Meter Reading Records - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Minutes/City Commission/Council -Retain permanently in office.

Minutes, Miscellaneous **Advisory Boards** – Retain 4 years in office then destroy.

Motor Vehicle Titles – Retain in office through the duration of the vehicles service to the municipality. Transfer when respective vehicle has been sold or declared surplus.

Non-Cash Voucher Register – Retain 1 year in office then transfer to storage for 9 years. Destroy after 10 years.

Nonsufficient Fund (NSF) or No-Account Checks Lists - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Occupational Illness and Injury Reports – Retain open in office. Transfer closed to storage of 7 years. Destroy 7 years after last activity or action.

Ordinances Files – Maintain permanent in office.

Packing Lists/Slips – Retain current in office. Destroy reconciled.

Payment Edit Report - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Payroll Deduction Authorizations – Retain current employee files in office. Transfer terminated employee files to storage for 3 years. Destroy 3 years after employee termination.

Payroll Ledger - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Payroll Register - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Payroll Statement/Contractors - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Performance Appraisals – Retain 3 years in office. Destroy by shredding.

Performance Bond Logs – Retain current in office. Destroy superseded or obsolete.

Performance Guarantees/Surety Bonds - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Personnel Files – Retain active in office. Transfer terminated to storage for 3 years. Destroy 3 years after terminated.

Petitions – Retain 1 year in office then destroy.

Petitions/Nominating – Retain 1 year in office then destroy.

Petitions/Recount – Retain 1 year in office after recount provided all remedies provided in SDCL 12-21 and 12-22 have been exhausted then destroy.

Poll Books – Retain 60 days in office after election or recount then destroy.

Publication Notices - R Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Projects File - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Property Appraisals/Surplus - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Publication Notices - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Purchase Orders - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Quit Claim Deeds – Retain as long as the municipality owns the property then destroy.

Receipt Distribution Register - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Receipts/Court - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Requisitions - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Revenue Budget Record - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Resolutions File – Retain permanently in office.

Retirement and Pension Funds – Retain 90 years in office unless copied in the Department of Labor, Division Retirement and Insurance.

Retirement Contribution Reports/Monthly - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Sales Tax Reports - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Schedules – Retain current in office. Destroy superseded or obsolete.

Sidewalk Maintenance Notices – Retain 2 years in office then destroy provided the required work has been completed.

Social Security Reports - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Surplus Property Disposition Reports - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Time and Work Records/Daily - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Time Cards/Sheets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Travel Requests - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Unclaimed Property Records – Retain 5 years in Office then transfer to the State Treasurer pursuant to Chapter 43-41B the Uniform Unclaimed Property Act.

Unemployment Insurance Reports - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Utility Bill Register - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Vehicle Fuel Usage Report - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Vehicle Maintenance Records – Retain for life of the vehicle. Destroy when vehicle is sold or declared surplus.

Vouchers - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Wage and Tax Statements – Retain 4 years in storage then destroy.

Wage Garnishments – Retain in office through satisfaction of garnishment then transfer to storage for 5 years. Destroy 5 years after satisfaction provided.

Withholding Allowance Certificates/W-4 Forms – Retain current in office. Destroy superseded or obsolete.

VI. Library. (See current policy for additional information)

Ledger Sheets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Minutes – Retain permanent in office.

Patron Registration/Library Cards – Retain current in office. Destroy superseded or obsolete.

Resource Card Catalogs – Retain current in office Destroy when respective resource material is deaccessioned.

Shelf Lists/Inventory Cards – Retain current in office Destroy superseded or obsolete.

Statistical Reports/Library – Retain 1 year in office then destroy.

VII. Liquor. (See current policy for additional information)

Cash Receipt Tapes/Daily Register – Deliver to City Finance Officer. Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Daily Cash Receipts Ledger – Deliver to City Finance Officer. Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Discount Sales Tickets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Insufficient Funds Checks Notices - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Inventory/Stock - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Lottery Audit Tickets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Video Lottery Weekly Settlement Statements - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Video Lottery Cash Tickets - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Vouchers – Retain 6 months in office then destroy.

VIII. Police Department. (See current policy for additional information)

Arrest Reports – Retain 5 years in office then destroy.

Bicycles Recovered File – Retain until bicycle is disposed of then destroy.

Bulletin Log – Retain 1 year in office then transfer to storage for 19 years. Destroy after 20 years.

Case Reports – Retain 2 years in office then transfer to storage for 18 years. Destroy after 20 years provided the file has remained inactive without leads for 1 year prior to disposal.

Certificate of Citizens Arrest – Retain 2 years in office then destroy.

Commercial robbery Matrix File – Retain 2 years in office the transfer to storage for 8 years. Destroy after 10 years provided the file has remained inactive without leads for 1 year prior to disposal.

Complaint Card/Dispatch Notice – Retain 1 year in office then destroy.

Criminal History File – Retain misdemeanor records in office for 5 years after closure then transfer to storage for 5 years. Destroy after 10 years provided no violation has occurred within these 10 years.

Detective Assignment Sheet – Retain current in office. Destroy superseded or obsolete.

Domestic Violence Work Sheet – Retain current in office then transfer to storage for 6 years. Destroy after 6 years.

Drinking Driver Form – Retain 1 year after final disposition then destroy.

Evidence Log – Retain 6 years in office after final disposition on the evidence has been received then destroy.

Field Interview Card – Retain 2 years in office then destroy.

Fingerprint cards - Retain misdemeanor prints 10 years in office after last activity then destroy.

Gang Task Force Files – Retain 5 years in office then destroy.

Grievances – Retain current in office then transfer closed to storage for 3 years. Destroy after 3 years.

Information Report – Retain 2 years in office the transfer to storage for 8 years. Destroy after 10 years.

Juvenile Citation – Retain in office until child reaches age of majority then destroy.

Juvenile Investigation and Information Report/Misdemeanors – Retain 10 years in office the destroy.

Juvenile Investigation and Information Report/Felonies – Retain 15 years in office the destroy.

Juvenile Record Index – Retain until juvenile reaches age of majority then destroy.

Juvenile record Report – Retain 3 years in office then destroy.

Message Form – Retain pertinent messages in case report for 2 years in office then transfer to storage for 3 years. Destroy after 5 years.

Motor Vehicle Traffic Accident Report – Retain 2 years in office then destroy.

Mug Shot Index Cards/Misdemeanor – Retain photographs 10 years in office after last activity then destroy.

Mug Shot Index Cards/Felonies – Retain photographs 10 years in office after last activity then transfer to storage and retain until offender reaches 75 years of age then destroy.

Notice of Refusal to Submit to Chemical Test – Retain 1 year in office after revocation pursuant to SDCL 32-23-11 the destroy.

Patrol Survey Reports – Retain 2 years in office the transfer to storage for 8 years. Destroy after 10 years.

Photograph/Negative Files – Retain 20 years in office then destroy.

Pistol Purchase Applications – Retain 4 years in office then destroy.

Professional Standards Investigative Files – Retain for 3 years then destroy.

Property Lists, Operation Identification – Retain current in office. Destroy superseded or obsolete.

Rap Sheets/Police Records – Retain 15 years in office then destroy.

Sex Offender Registry – Retain data in office for life of the sex offender. Destroy after registrant's demise.

Statement Forms/Miranda Warnings – Retain 5 years in office then destroy.

Supplementary Reports – Retain 2 years in office after last activity the transfer to storage for 8 years. Destroy after 10 years.

Towed Vehicle Release Forms – Retain 30 days in office then destroy.

Training Records – Retain 1 year in office then microfilm and maintain for 39 years. Destroy after 40 years.

Uniform Summons and Complaint Ticket – Retain 3 years in office then destroy.

Warnings File – Retain 1 year in office then destroy.

Warrants Unserved – Retain 2 years in office then review and submit to the state's attorney for dismissal. Destroy after state's attorney dismissal.

IX. Public Works. (See current policy for additional information)

Aerial Photos/Aerial Contact Prints – Retain permanent in office.

Annexation Administration Reference Files – Retain current in office. Destroy superseded or obsolete. Cull files once each year to avoid a build up of superseded or obsolete material.

Annual Reports – Retain 10 years in office then destroy.

Annual Report/PCB – Retain 5 years in office after the facility ceases using or storing PCBs and PCB items.

Applications – Retain successful current in office. Transfer expired or terminated to storage for 4 years. Destroy 4 years after expired or terminated.

Applications/Electricians Permits – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Applications/Metered Water Supply - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Biosolids Annual and Monthly Reports – Retain 5 years in office then destroy.

Biosolids Data Management System – Retain current in Office. Destroy superseded or obsolete.

Biosolids Site Development – Retain current in office. Transfer superseded or obsolete to storage for 7 years. Destroy 7 years after site is inactive.

Biosolids Sludge Management Plan – Retain current in office. Transfer superseded or obsolete to storage for 7 years. Destroy 7 years after superseded or obsolete.

Biosolids Sludge Only Surface Water Discharge Permit – Retain current in office. Transfer superseded or obsolete to storage for 7 years. Destroy 7 years after superseded or obsolete.

Brownfield Site Assessment and Analysis – Retain in office until remedial action has been taken and brownfield designation has been lifted then transfer to storage for 6 years. Destroy 6 years after brownfield designation lifting.

Building Permits – Retain for the life of the structure.

Capital Improvements Program File – Retain current in office. Destroy superseded or obsolete.

Census Information and Maps – Retain current in office. Destroy superseded or obsolete.

Certificate of Occupancy – Retain current in office – Destroy superseded or obsolete.

Chain of Custody Forms – Retain 5 years in office then destroy.

Citations/Administrative – Retain for 3 years in office then destroy.

Contracts/Sanitary Sewer – Retain 1 year in office then transfer to storage for 5 years. Destroy after 6 years.

Daily Log/Light and Power – Retain full book 1 year in office then transfer to storage for 9 years. Destroy after 10 years.

Drinking Water Testing Data/Form DENR 607 – Retain 3 years in office then transfer to storage for 7 years. Destroy after 10 years.

Drinking Water Bacteria Testing Results – Retain 5 years in office then destroy.

Easements – Retain current in office. Destroy superseded or obsolete.

Electrical Interruption Reports – Retain 1 year in office then destroy.

Electrical Permit – Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Engineering Maps File – Retain current in office. Destroy superseded or obsolete.

Engineering Permits – Retain sewer and water permits 10 years. Destroy 10 years after issue.

Engineering Plat File – Retain current in office. Destroy superseded or obsolete.

Engineering Subdivision Files – Retain as-built plans for the life of the project then destroy.

Engineering Traffic Data – Retain current in office. Destroy superseded or obsolete.

Environmental Air Quality Permits – Retain 5 years in office after expiration/termination then destroy.

Environmental Clandestine Lab Clearance – Retain 5 years in office. Destroy 5 years after final action has been taken.

Environmental Educ. Training, Certification, and Registration – Retain 5 years in office. Destroy 5 years after final action has been taken.

Environmental Safety confined Space Pre-Entry Checklist – Retain 6 year then destroy.

Environmental Site Assessments and Investigations – Retain 5 year in office then destroy.

Excavation Permits - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Expenditure Budget Record – Retain 30 days in office then destroy.

Field Book Index – Retain current in office. Destroy superseded or obsolete.

Field Books – Retain current in office. Destroy superseded or obsolete.

Flood Control Pay Requests – Retain current in office then transfer to storage for 4 years. Destroy after 4 years.

Fuel Oil Log – Retain 3 months in office then destroy.

Hazardous Material Permits - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Hazardous Waste Documents – Retain in office for 5 years then destroy.

Hazmat Incident Response Reports – Retain in office for 10 years then destroy.

Highway Approach Construction Permit – Retain 1 year after approach completion and then destroy.

Industrial Pretreatment Billings – Retain 5 years in office then destroy.

Industrial Pretreatment Compliance Monitoring - Retain 5 years in office then destroy.

Industrial Pretreatment Hearing Reports - Retain 5 years in office then destroy.

Inspection Notices – Retain in office until final inspection approval has been granted then destroy.

Inventory/Materials – Retain current in office. Destroy superseded or obsolete.

Laboratory Equipment Calibration Log – Retain in office for 5 years then destroy.

Land Use Applications – Retain 3 years in office then destroy.

Land use Surveys – Retain current in office. Destroy superseded or obsolete.

Liquid Waste Disposal – Retain in office for 5 years then destroy.

Map File – Retain current in office. Destroy superseded or obsolete.

Material Received Ledger - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Mechanical Permit - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Meter Tests Record – Retain in office for 5 years then destroy.

Methane Gas Testing Reports – Retain in office for 5 years then destroy.

Minutes/Planning Commission – Retain in office permanently.

Moving Permit/Application - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Notice and Order - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Notice of Ordinance Violation – Retain 1 year in office after resolved then destroy.

Operating Procedures – Retain current in office then transfer superseded to storage for 5 years. Destroy after 5 years.

Operation In-Plant Sample Registration Sheet – Retain 5 years in office then destroy.

Operations Lab Analysis Bench Sheets - Retain 5 years in office then destroy.

Petitions for Public Improvements/Vacation – Retain in office for 1 year then destroy.

Plan File/As-Built – Retain for the life of the facility then destroy.

Plumbing Permit - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Project Files – Retain current in office then transfer to storage for 6 years. Destroy after 6 years.

Publicly Owned Treatment Works Monitoring – Retain in office for 5 years then destroy.

Real Estate Deed Files – Retain in office for as long as the municipality owns the property. Transfer or delete when property is sold.

Real Estate Project Files – Retain in office permanently.

Sanitary Sewer Overflow Log – Retain 5 years in office then destroy.

Sewer Cleaning Record – Retain 2 years in office then destroy.

Sign Permit Files - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Solid Waste Disposal Declarations and Reports – Retain 10 years in office then destroy.

Solid Waste Monitoring Annual Reports – Retain 10 years in office then destroy.

Solid Waste Operation Permits – Retain current in office. Destroy superseded or obsolete.

Street Light Service Records – Retain 2 years in office then destroy.

Storm Water Annual Report – Retain current in office. Transfer superseded or obsolete to storage for 5 years then destroy.

Storm Water Erosion Sediment Control - Retain current in office. Transfer superseded or obsolete to storage for 5 years then destroy.

Storm Water Illicit Discharge Program – Retain in office for 5 years then destroy.

Storm Water Industrial Facility Program - Retain current in office. Transfer superseded or obsolete to storage for 5 years then destroy.

Storm Water Municipal Facility Runoff Control - Retain current in office. Transfer superseded or obsolete to storage for 5 years then destroy.

Storm Water Public Education Program - Retain current in office. Transfer superseded or obsolete to storage for 5 years then destroy.

Storm Water Surface Water Discharge Permit - Retain current in office. Transfer superseded or obsolete to storage for 5 years then destroy.

Storm Water Wet Weather Monitoring - Retain current in office. Transfer superseded or obsolete to storage for 5 years then destroy.

Subdivision Plans and Plats/Preliminary – Retain current in office. Destroy superseded or obsolete.

Sump Pump Inspection Log – Retain in office for 5 years then destroy.

Transformer Cards – Retain for the life of equipment. Destroy when transformer is destroyed.

Transit Administration Reference Files - Retain current in office. Destroy superseded or obsolete.

Transportation Administrative Reference Files - Retain current in office. Destroy superseded or obsolete.

Underground Electric Service Index – Retain 4 years in office then destroy.

Underground Electric Service Receipts – Retain 1 year in office then destroy.

Water Reclamation Chemical Feed Unit Log – Retain 5 years in office then destroy.

Water Reclamation Operations Logs - Retain 5 years in office then destroy.

Wastewater Laboratory Equipment Logs – Retain 2 years in office then transfer to storage for 3 years. Destroy after 5 years.

Wastewater Laboratory Logs - Retain 5 years in office then destroy.

Wastewater Operations Logs - Retain 5 years in office then destroy.

Wastewater Sample Documentation - Retain 5 years in office then destroy.

Water Line Break Records – Retain for the life of the line then destroy.

Water Reclamation Collection Tracking Data - Retain 5 years in office then destroy.

Water Testing Data and Report Forms/Swimming Pools – Retain 2 years in office then destroy.

Weigh Ticket Books - Retain 1 year in office, then transfer to storage for 3 years. Destroy after 4 years.

Wiring Certificates – Retain 6 months after hook-up of service has been completed then destroy.

Zoning Case Activity – Retain current in office. Destroy superseded or obsolete.

X. Electronic Documents and Records

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time.



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, City Administrator
Date: 10.14.19
Re: City Procurement Policy

Background: The City of North Sioux City currently does not have a Procurement Policy. Ted asked me to put a policy together. I asked around for examples from other municipalities and looked into the South Dakota Codified Law to make sure everything was covered. This policy outlines a number of things that are beneficial to the city, buying local when possible and giving spending authority to Department Heads, City Administrator, and the Mayor are just a few. This provides for proper purchasing procedures moving forward.

Financial Consideration: None.

Recommendation: Administration would recommend the approval of the City Procurement Policy.



Where you want to be!

City of North Sioux City Procurement Policy

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This manual has been designed to ensure that the policies set by the City Council with regard to the expenditure of public funds are met by all City Departments. If these policies are adhered to, the City will receive the maximum value for each public dollar spent.

The City of North Sioux City is an equal opportunity purchaser and will provide equal opportunity to all vendors and bidders. The City shall not discriminate against any vendor/bidder because of race, color, religion, age, sex, marital status, political affiliations, religious beliefs, national origin, or any other specification that would be a violation of the federal/state legislation.

INTRODUCTION

1. There exists in State Statute, legal requirements covering purchasing and contract limits and procedures to which all Departments in the City Government of North Sioux City will adhere.
2. Procurement of equipment, materials, products, services, and constructed works will be accomplished through procedures that assure that vendors are afforded equal and fair consideration but with the intent that the maximum value and efficiency be obtained for public dollars spent.
3. Procurement of equipment, materials, products, services and constructed works is best initiated at the Department level due to the diverse needs of each City department and the knowledge and experience of their staff in their own sphere of operation and needs.
4. A General Purchasing Policy Manual has been prepared to assist and direct Departments in making purchases and contracts, which is hereby adopted by the City Council of the City of North Sioux City.

BASIC GOALS

The basic goals of the City's Purchasing Program are:

1. To comply with the legal requirements of public purchasing.
2. To assure vendors that impartial and equal treatment will be afforded all who wish to do business with the City.
3. To receive maximum value for each public dollar spent.
4. To provide city departments the required goods and services at the time and place needed in the proper quantity and quality.
5. To purchase only goods and services for which funds have been approved and not previously obligated.
6. To provide authentication and tracking documentation of purchases.

If the procedures and guidelines established in this manual are followed, each department will effectively manage, control, and plan their available resources to meet present and future departmental needs and help the City meet these goals.

GENERAL GUIDELINES

It is important to remember that all City purchasing operates in full view of the public.

These general guidelines should be considered administrative rules and regulations and are to be adhered to as closely as possible by all departments in the procurement of goods and services.

LOCAL BUYING. It is the desire of the City to purchase from City of North Sioux City and Union County vendors whenever possible. This can be accomplished by ensuring that local vendors that have goods or services available which are needed by the City and that are interested in doing business with the City are included in the competitive process which will precede most purchases. The City has a responsibility to its residents, however, to ensure that the maximum value is obtained for each public dollar spent so comparison shopping is strongly encouraged.

PLANNING. Planning for purchases should be done on both a short-term and long-term basis. Small orders and last-minute purchases should be minimized, thereby increasing the capability of each department to purchase its goods and services in larger quantities in order to obtain the maximum discounts possible. Planning will also cut down on the number of trips required to obtain materials and minimize the amount of clerical and supervisory time spent on documenting purchases. The purchasing process begins with the preparation of the Annual Budget.

OVERDRAFTS PROHIBITED. No purchase will be authorized which would overdraft a budget line item, without prior discussion, approval and documentation. Department Heads who are contemplating a purchase that will exceed a budget line item should contact the City Administrator or Finance Officer to ensure that an agreeable provision is made for the necessary budget allocation prior to initiating the purchase. This agreement will not result in the moving of budget authority from one-line item to another, it will simply be an agreement to leave budgeted funds in another line item unspent for the remainder of the year to ensure the total budget does not exceed the total amount budgeted by department.

SALES TAX. The City is exempt from paying all local and state sales tax. The Finance Department can provide the necessary exemption documents to any vendor upon request. It is the responsibility of the purchaser to ensure sales tax is omitted from the invoice.

PERSONAL PURCHASES. Purchases for employees with city funds shall be limited to items used in the performance of their duties as employees. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases for private use.

BUYING PROPER QUALITY. Quality and service are just as important as price and it is the duty of the requisitioning department to secure the best quality for the purpose intended. Quality buying is the buying of goods or services that will meet but not excessively exceed the requirements for which they are intended. In some instances, the primary considerations are durability and reliability. With other purchases, it may be a question of immediate availability, ease of installation, frequency of repair or efficiency of operation that must be given primary consideration. In the case of motor vehicles and similar capital expenditures, departments may want to include life cycle costs or EPA mileage ratings

when comparing bids as opposed to utilizing the price as the criterion for determining the lowest responsible bidder. It is the responsibility of each department head to become familiar enough with the available equipment to determine the appropriate quality required in order to develop specifications.

CREDIT CARD PURCHASES. Credit card purchases must follow the guidelines outlined in this policy. Use of the City-issued credit card should not lead to additional incurred charges and should only be used when it is advantageous to the City.

1. All purchases made with a City issued credit card or by electronic transaction shall be accounted for with purchase receipts retained from the point of sale at which the item(s) were purchased. The Department Head is responsible for submitting detailed receipts, signed and coded, and is responsible to ensure that duplicate receipts are obtained if the original receipts are lost. The purchaser will advise the vendor that the purchase is tax exempt.
2. Proper documentation of each charge must be forwarded to the Finance Office. If proper documentation is not received, the payment of the charge is the responsibility of the employee and may be deducted from the employee's pay.
3. The Finance Office shall audit the credit card receipts, reconcile the credit card statements and process the charges for payment by the City.
4. Any transaction must comply with all applicable City policies.
5. Cash advances are prohibited.
6. City issued credit cards or any electronic transactions may not be used to pay for any item which does not directly benefit the City of North Sioux City.
7. The credit card accounts shall be administered by the Finance Office and a designee from each Department may be assigned to oversee the usage, limits, and processing for that Department.
8. Personal use of the credit card or any electronic transaction is strictly prohibited. Misuse of a City issued credit card or any electronic transaction will be considered grounds for disciplinary action up to and including termination. All improper charges are the responsibility of the employee.
9. Any perks, credits or items of value earned through the use of said City issued credit card shall only be used for the benefit of the City and not for that of any employee. Additional cardholder responsibilities will be communicated as necessary.

PURCHASING PROCEDURES

The City Council hereby establishes the following policies regulating the degree of formality to be followed in the purchase of goods and services, depending on the costs of the items to be purchased. The intentional splitting of planned or predictable annual purchases into smaller orders to avoid these requirements is to be discouraged and strictly prohibited when total purchases will exceed limits

requiring approval or public bids. All purchases shall be documented. Department Heads should designate employees who will be allowed to make purchases. It is the responsibility of each Department Head to provide internal control procedures to ensure that all purchases are necessary and for legitimate public purposes.

Receipts Policy: Receipts must be submitted to the Finance Office. This should include the line item within the budget's department, indicating where the funds should be taken from to pay for the expense.

All receipts must be submitted to the Finance Office by the Wednesday prior to the Council Meeting held on the 1st and 3rd Monday of each month. Any claims after that day will be paid in the claims of the next Council Meeting excluding the pre-approved monthly claims (bills in between).

The Department Head/authorized purchaser will endeavor to obtain the best price available for the City by obtaining a minimum of:

- For purchases less than \$5,000.00 – Consideration will be given to receiving the best price available with preference toward local vendors. Department Heads shall have the ability to authorize purchases up to five thousand dollars (\$5,000).
- For purchases more than \$5,000 but less than \$25,000 – Consideration will be given to receiving the best price available with preference toward local vendors. The City Administrator or Mayor shall have the ability to authorize purchases up to twenty-five thousand dollars (\$25,000.00).
- For purchases over \$25,000 but under the legal bid limit – Consideration will be given to receiving the best price available with preference toward local vendors. Purchases above twenty-five thousand dollars (\$25,000) must be presented to the Governing Body for approval and may require bids.

Two non-responsive requests for proposals or quotes equates to one (1) written proposal or quote. All vendor contacts made when soliciting proposals or quotes will be recorded and included with formal records. The only exception for this rule will be in the case of sole source suppliers for proprietary materials. All due diligence must be made to ensure the provider truly is a sole source supplier. Fees for all professional services should go through the same selection/documentation process. It is the responsibility of the individual incurring charges to route through their Department Head to the Finance Office in a timely manner, all invoices, charge slips, credit card receipts, etc.

For purchases in excess of the State Bid limit – City Council approval must be obtained before any expenditure or indebtedness against the City in excess of the state bid limit is made. There are currently two bid limits to consider when we enter into purchase contracts. If the City intends to enter into a contract for any public improvement that involves the expenditure of fifty thousand (\$50,000) dollars or more, or a contract for the purchase of supplies or services, other than professional services, that involves the expenditure of twenty five thousand (\$25,000) or more, the City shall advertise for bids or proposals (SDCL 5-18A-14). Once the quotations have been obtained by the department, a summary copy should be completed.

Department Heads are reminded that the use of written quotations requires appropriate planning to ensure that adequate lead time is available to satisfy the purchasing requirements. It is possible to hand carry the Request for Quotations forms to qualified vendors, obtain and document the quotes, and submit a summary in a single day.

1. Department heads anticipating expenditures for goods, or services exceeding the State Limit in value must prepare specifications based upon standards appropriate to meet the City's needs. Specifications should be forwarded to the City Administrator for review, comment, approval and placement on a Council agenda for bid date setting.
2. The Finance Office will then assist with the preparation of the complete bid package, advertisements, contract documents, and specifications to meet the City purchasing policy. The Finance Office will send an announcement of the bid letting to qualified vendors and contractors and will send a packet containing an invitation to bid, specifications, and general bid documents to vendors and contractors that respond to the legal notice and to appropriate builders exchanges and contractor information publications, and maintain a complete list of all plan holders until the contract has been complete.
3. The first public notice must be advertised in the local newspaper at least ten (10) calendar days prior to bid opening. After the bids are publicly opened, the bids or copies will be turned over to the City Administrator for review.
4. The Finance Office will prepare a written tabulation of all bids and draft a memorandum addressed to the City Council, which will include the recommendation for the bid award.
5. The written tabulation and memorandum shall be forwarded to the City Administrator so that it can be placed on the City Council Agenda with the copies being distributed with the agenda to the City Council.
6. All purchases requiring bidding must be awarded by the City Council at a public meeting. The award will normally be made to the low bidder meeting specifications, however, there may be instances when the low bid is not from a responsible bidder, doesn't meet minimum specifications or is not deemed to be in the best interest of the City. When such a situation arises, it is incumbent upon the Department Head to thoroughly document the reasons why the low bidder should be disqualified.

SPECIAL PURCHASING PROCEDURES

Occasionally, the City may need to purchase goods or services under circumstances which do not clearly fit the patterns of normal public procurement and for which normal competitive shopping procedures do not apply. The following guidelines are provided with regard to making such purchases.

SOLE SOURCES - In the event that there is only one vendor capable of providing a particular good or service, then the competitive shopping procedures outlined in this manual may be waived by the City Administrator. Whenever a Department Head determines that, they must purchase goods or service from a "sole source vendor" they should document why only one company or individual is capable of providing the goods or services required. The documentation should be attached to the claim voucher.

COOPERATIVE PROCUREMENT PROGRAMS -Cooperative purchasing programs should be considered whenever the desired product or services cannot be provided by a local vendor at a competitive price as determined by the Local Purchase Preference. Cooperative purchasing can prove advantageous to the City by taking advantage of the large quantity purchases made by State Government. The State Bid Price List may be obtained at www.state.sd.us/boa/ouble, (1) click on "Purchasing and Printing"; (2) click on "State Contracts" and then the item(s) you are interested in.

PROFESSIONAL SERVICES - Normal competitive procedures cannot be utilized in securing professional services such as attorneys, engineers, certified public accountants, planners, and other professional people who, in keeping with the standards of their discipline, will not enter into a competitive bidding process. A Request for Proposal (RFP) can be prepared much the same way as specifications including requirements and minimum standards for the services to be provided. RFPs should be submitted to the City Administrator for review and approval prior to distribution. When an RFP for professional services is approved, a limited number of qualified professionals known to the City will be invited to submit a proposal setting forth their interest, qualifications, and how they can meet the City's needs. In securing professional services, it is the primary goal of the City to obtain the services of a professional who has a proven record of providing, in a professional way, those services required. A contract may be negotiated with the professional deemed to best meet the City's needs.

EMERGENCY PURCHASES- True emergency situations are rare. The bid procedures outlined in this manual may be waived under emergency conditions. True emergency situations exist when the health or welfare of the people are involved. Given the rarity of such situations, purchasing departments must attempt to obtain two competitive quotations and thoroughly document the emergency. Occasionally, equipment will require emergency repairs or other circumstances will necessitate emergency purchasing which cannot await compliance with these regulations. Department heads faced with an emergency purchase are to notify the City Administrator as quickly as possible.

BILLS IN BETWEEN- Bills in between are bills that are determined to be pre-approved by the Council for payment twice a month. Items to be included in the bills in between include:

1. Council and employee wages and payroll deductions
2. Contracts approved by the Council
3. Utility payments
4. Credit card processing fees
5. Loan/Bond payments
6. South Dakota Retirement System monthly payments
7. Quarterly unemployment payments
8. South Dakota sales tax remittance
9. Water deposit refunds
10. Employee wage garnishments

Contracts

South Dakota Codified Law (SDCL) restricts City employees from entering into contractual agreements without authorization by the governing body. The policy of the City of North Sioux City is to be compliant with SDCL 9-1-5 which states:

Contracts to be authorized by governing body--Execution of contracts and other instruments--Delegation of authority. No contract of a municipality is valid unless the contract has been authorized by a vote of the governing body at a duly assembled meeting thereof.

Each written contract shall be executed in the name of the municipality by the mayor or president of the board of trustees, be countersigned by the auditor or clerk, and have the corporate seal attached. However, the governing body of a municipality may, by ordinance or resolution, delegate to any employee of the municipality the authority to enter into a contract on behalf of the municipality and to execute the contract and any other instrument necessary or convenient for the performance of the contract subject to the limitations delegated by the governing body.

The term contract can be summarized as: an agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration.

If you are unsure of whether the purchase you are making is entering the City into a contract, you must consult with the City Administrator prior to proceeding.

TRAVEL

The goal of the City is to allow travel arrangements that (1) conserve public funds, (2) provide equitable treatment of all personnel, and (3) allow travel in a manner that is dignified and reflects credit on the City of North Sioux City. These rules are applicable for all travel expenses incurred on behalf of the City by Employees, and Appointed Officials. Decisions as to which trips will be authorized are generally made through the annual budget process. Attendance at other meetings outside the City of North Sioux City area may be authorized when the Department Head is an active participant in the Local, State and/or National organization. Per City Personnel Policy 6.7.2, all out of town travel must be approved by City Administrator prior to the date of travel except in emergency instances. Attendance at various local professional and technical conferences and meetings will be authorized as funds and time permit. Good judgment and a proper regard for economy are expected when incurring travel expense on behalf of the City. There is no objection to a spouse and/or other family members traveling on an official trip, but no expenses attributable to them will be reimbursed by the City.

DISPOSAL OF SURPLUS GOODS

In accordance with S.D.C.L. 6-13-1, the governing board may sell, trade, destroy or otherwise dispose of any land, structures, equipment or other property which such governing board has, by appropriate

motion, determined to be no longer necessary, useful or suitable for the purpose for which it was acquired. No motion is required to sell, trade, destroy, or otherwise dispose of consumable supplies, printed text, or subscriptions.



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: 9.21.2019
Re: Ordinance 2019-11 – Fiscal Year 2020 Budget Revision Ordinance 1st 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. The county provided the taxing information, but a mistake was made on the City's end when calculating the totals. 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 2nd 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			
TOTAL AVAILABLE	902,500.00	1,193,500.00	181,600.00
Less Appropriations	442,550.00	1,225,600.00	180,920.00
Less Transfer Out to General Fund			
Less Transfer Out to Capital Project Fund	450,000.00	560,000.00	
Less Depreciation Reserve (SDCL 9-21-12)			
Net position to be retained	<u>9,950.00</u>	<u>(592,100.00)</u>	<u>680.00</u>

PART III The following is a summary of those funds.

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

PART IV

The finance officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor.
\$ 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: 10.21.2019
Re: Acquisition Plat Lots 27 & 28 Alcoma Acres

Background: City staff has undergone a process to obtain property by the Lakeshore lift station to put in the generator close to the property. The purpose of the generator is to maintain power to the lift station in the event there is a power outage. This would ensure the sanitary sewer system would continue running and reduce the risk to the City in the event of a power outage.

The Plat presented would give property to the city to use across the street from the lift station. Lot 27 is the first 60 feet of this plat. This would be reserved for the City for the purposes of placing the generator. The current location of the lift station does not have any more land available to it, and there is not room for the generator. Lot 28 would be turned over to Heath Properties. This is the owner of the apartment complexes to the North of land that is being platted. At this time, Heath Properties, has been maintaining this strip of ground for as long as anyone can remember.

The strip in question has been abandoned by the previous owners. The city has gone through the process of working through a quiet title action. No heirs to the property could be found and the County has no records of anyone for the property. All of the necessary paperwork has been processed, and the platting is the final step in the process. Documents have been signed by Heath Properties turning this parcel 27 over to the City and they will be filed after the plat is approved.

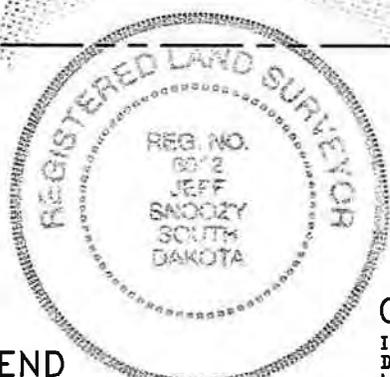
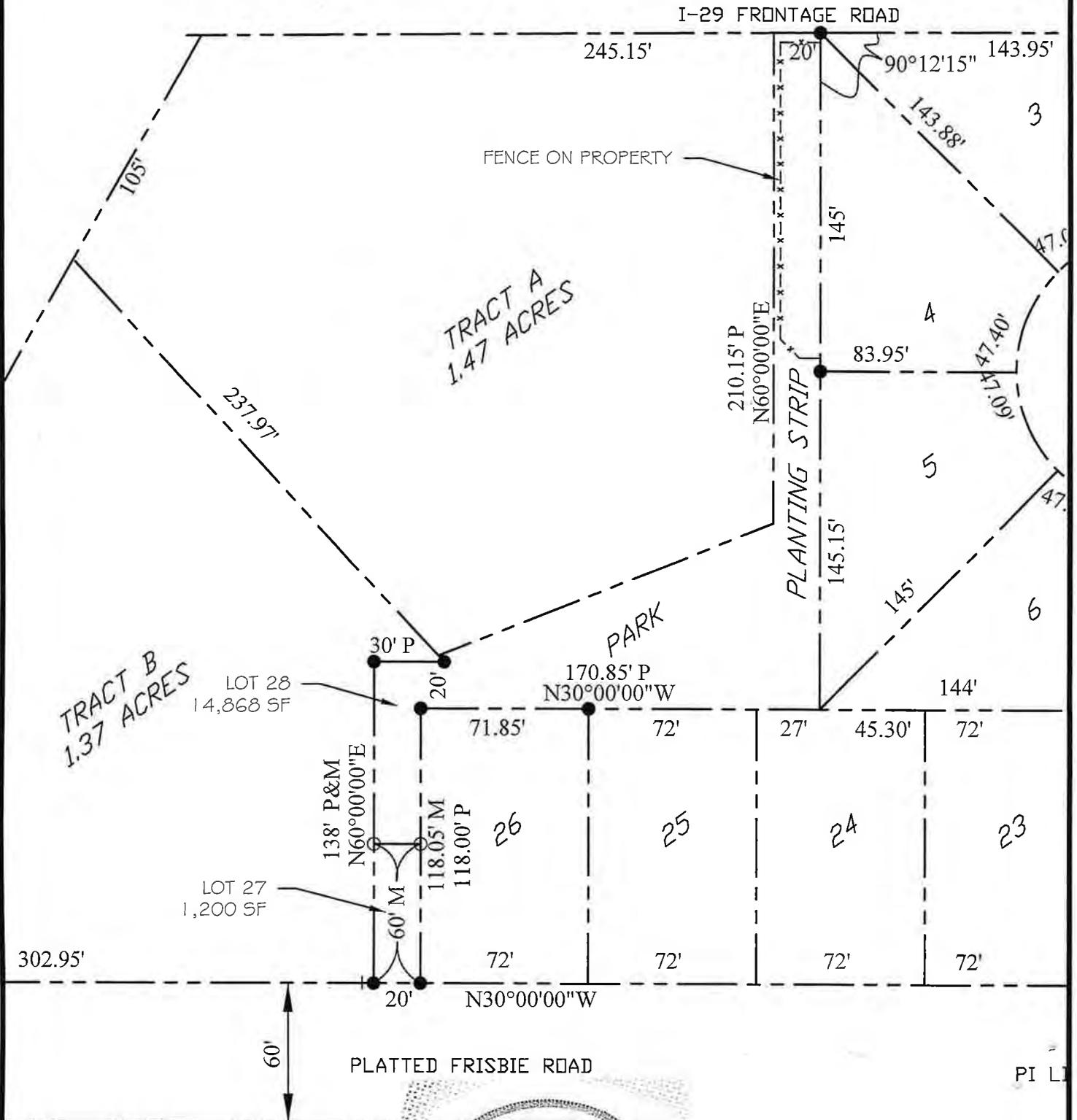
The Planning Commission approved the plat on 10.9.2019

Financial Consideration: None

Recommendation: Administration would recommend approval of the Acquisition Plat for Lot 27 & 28, Block 3, Alcoma Acres.

ACQUISITION PLAT

LOT 27 & LOT 28, BLOCK 3, ALCOMA ACRES IN FRISBIE TRACT 1,
 IN OUTLOT 4, OF GOVERNMENT LOTS 1 & 2, SECTION 10,
 TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH PM,
 NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA



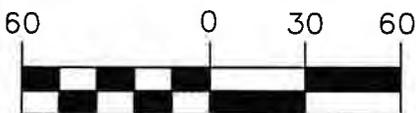
LEGEND

- SET MONUMENT
- FOUND MONUMENT AS NOTED
- (R) RECORD DISTANCE
- (M) MEASURED DISTANCE
- (C) CALCULATED DISTANCE
- POB POINT OF BEGINNING

CERTIFICATION:

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

Jeff Snoozy 10/11/19
 JEFF S. SNOOZY, PLS #6012 DATE
 LICENSE RENEWAL DATE: DEC. 31, 2020
 SHEETS COVERED BY THIS SEAL: 4



SCALE: 1" = 60'

SNOOZY SURVEYING

19 ALCOMA DRIVE
 NORTH SIOUX CITY, SD 57049
 605-232-3032
 10-278-285-3922

ACQUISITION PLAT

SURVEYED BY: JSS

DATE:

DRAWN BY: ANG

DATE: 08/25/18

PAGE 1 OF 4

OWNERS CERTIFICATE

I, the undersigned, do hereby certify that as the owners of the land in the above plat and here after described as Lots 27 and 28, Block 3, Alcoma Acres, in Frisbie Tract 1, in Outlot 4, of Government Lots 1 and 2, Section 10, Township 89 North, Range 48 West of the 5th P. M., North Sioux City, Union County, South Dakota, and that said survey and plat were made at my request and in accordance with my instructions for the purpose of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations, and that said property is free of all encumbrances.

_____ Date
Heath and Heath, A Partnership

Acknowledgement of Owner

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

My Commission Expires: _____ Notary Public: _____

SURVEYOR'S CERTIFICATE

I, Jeff Snoozy, a Licensed Land Surveyor of the state of South Dakota, Do hereby certify that at the direction of the owners, I have surveyed Lots 27 and 28, Block 3, Alcoma Acres, in Frisbie Tract 1, in Outlot 4, of Government Lots 1 and 2, Section 10, Township 89 North, Range 48 West of the 5th P.M., North Sioux City, Union County, South Dakota, and that all dimensions are correct.

Jeff Snoozy 10/1/19
Jeff S. Snoozy, No. 6012 Date
Licensed Land Surveyor



RESOLUTION BY THE CITY COUNCIL:

Be it resolved by the City Council of North Sioux City, Union County, South Dakota, that the above plat represents Lots 27 and 28, Block 3, Alcoma Acres, in Frisbie Tract 1, in Outlot 4, of Government Lots 1 and 2, Section 10, Township 89 North, Range 48 West of the 5th P.M., North Sioux City, Union County, South Dakota, and be and the same is hereby approved.

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

City Finance Officer, City of North Sioux City

Mayor, City of North Sioux city

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 Lots 27 and , Block 3, Alcoma Acres, in Frisbie Tract 1, in Outlot 4, of Government Lots 1 and 2 Section 10, Township 89 North, Range 48 West of the 5th P.M., North Sioux City, Union County, South Dakota, be and the same is true.

Chairman, Planning Commission, City of North Sioux City

Date

CERTIFICATE OF COUNTY AUDITOR:

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

Dated this _____ Day of _____, 2019

County Auditor, Union County

CERTIFICATE OF COUNTY TREASURER

State of South Dakota, County of Union

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

County Treasurer

Date

CERTIFICATE OF DIRECTOR OF EQUALIZATION

State of South Dakota, County of Union

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

Director of Equalization

Date

CERTIFICATE OF COUNTY REGISTER OF DEEDS

State of South Dakota, County of Union

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

County Register of Deeds

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				LIBERTY 1010 0048				
				101341 AFLAC				
766518	1	10/22/19	11/01/19	OCT2019 PREMIUMS	841.06	101	101-0200-2178	1
				INVOICE TOTAL	841.06			
				VENDOR TOTAL	841.06			
				102786 AMERICAN UNDERGROUND SUPPLY				
83262	1	10/22/19	9/30/19	WTR PARTS (10)	20.52	602	602-4330-4260	1
				INVOICE TOTAL	20.52			
				VENDOR TOTAL	20.52			
				40283 BEN FISH TIRE CO, INC				
1-148902	1	10/22/19	10/11/19	DODGE-TIRE REP	15.95	101	101-4310-4250	1
				INVOICE TOTAL	15.95			
				VENDOR TOTAL	15.95			
				103109 BENEFIT ADMINISTRATION SELF EM				
NOV2019	1	10/22/19	11/01/19	2019 HRA FEE	20.40	101	101-4140-4155	1
	2			2019 HRA FEE	20.40	101	101-4122-4155	1
	3			2019 HRA FEE	20.40	101	101-4210-4155	1
	4			2019 HRA FEE	20.40	602	602-4330-4155	1
	5			2019 HRA FEE	20.40	604	604-4320-4155	1
				INVOICE TOTAL	102.00			
				VENDOR TOTAL	102.00			
				95085 BIERSCHBACH EQUIPMENT & SUPPLY				
03564658	1	10/22/19	10/07/19	DIESEL PUMP	7,989.00	101	101-4318-4250	1
				INVOICE TOTAL	7,989.00			
				VENDOR TOTAL	7,989.00			
				101358 C. W. SUTER SERVICES				
214506	1	10/22/19	10/02/19	CH-INSTALL SOFTWARE	510.30	101	101-4192-4250	1
				INVOICE TOTAL	510.30			
				VENDOR TOTAL	510.30			
				103088 CARPENTER TENA				
OCT2019	1	10/22/19	10/15/19	10/8 DRIVE TO ABERDEEN	118.02	101	101-4111-4270	1
	2			10/11 DRIVE TO NSC	118.02	101	101-4111-4270	1
				INVOICE TOTAL	236.04			
				VENDOR TOTAL	236.04			
				102889 CHERRY, TED				
OCT2019-2	1	10/22/19	10/15/19	10/8 DRIVE TO ABERDEEN	118.02	101	101-4122-4270	1
	2			EXP REIMB-MEAL (2) 10/8, 10/11	40.00	101	101-4122-4270	1
	3			10/11 DRIVE TO NSC	118.02	101	101-4122-4270	1
				INVOICE TOTAL	276.04			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	276.04			
				40043 CITY OF SIOUX CITY IOWA				
177592	1	10/22/19	10/04/19	4QTR2019 WOODBURY CTY COMM CTR	17,658.00	214	214-4210-4225	1
				INVOICE TOTAL	17,658.00			
177593	1	10/22/19	10/04/19	MILITARY BRIDGE	940,587.15	522	522-4313-4330	1
	2			FORCEMAIN	129,530.00	212	212-4650-4350	1
				INVOICE TOTAL	1,070,117.15			
177631	1	10/22/19	10/04/19	MILITARY BRIDGE	1,361.36	522	522-4313-4330	1
				INVOICE TOTAL	1,361.36			
				VENDOR TOTAL	1,089,136.51			
				60043 CITY OF SIOUX CITY				
OCT2019	1	10/22/19	10/03/19	SEP2019 SWR CHGS USAGE 14,102	33,506.35	604	604-4320-4283	1
				INVOICE TOTAL	33,506.35			
				VENDOR TOTAL	33,506.35			
				95043 CITY OF SIOUX FALLS				
15962	1	10/22/19	10/04/19	3QTR2019 BACTERIA WATER TESTS	159.50	602	602-4330-4220	1
				INVOICE TOTAL	159.50			
				VENDOR TOTAL	159.50			
				101081 CRARY, HUFF, INKSTER, SHEEHAN				
279837	1	10/22/19	10/09/19	WILFLOWER BEND LOTS	535.00	101	101-4630-4290	1
	2			PREP & ATTEND CNCL MTG	378.00	101	101-4111-4221	1
	3			SWR FEES	140.00	604	604-4320-4260	1
	4			05-79-05890 FLYNN PHASE II	36.00	523	523-4301-4330	1
	5			P&Z FEES	313.00	101	101-4652-4221	1
	6			PERSONNEL MATTERS	686.00	101	101-4210-4221	1
	7			PERSONNEL MATTERS	283.25	101	101-4111-4221	1
	8			FLOOD FEES	84.00	101	101-4318-4250	1
	9			LEGAL FEES	926.00	101	101-4122-4221	1
	10			CRIMINAL CITATION & TRIALS	650.00	101	101-4210-4221	1
	11			LEGAL FEES	1,761.00	101	101-4122-4221	1
	12			LEGAL FEES	70.00	101	101-4122-4221	1
	13			LEGAL FEES	437.00	101	101-4122-4221	1
	14			BID PRCDRS	45.00	101	101-4140-4221	1
				INVOICE TOTAL	6,344.25			
				VENDOR TOTAL	6,344.25			
				102153 CROPLEY, LESA				
OCT2019	1	10/22/19	10/15/19	10/8 DRIVE TO ABERDEEN	118.02	101	101-4111-4270	1
	2			10/11 DRIVE TO NSC	118.02	101	101-4111-4270	1
				INVOICE TOTAL	236.04			
				VENDOR TOTAL	236.04			
				101469 DAKOTA DUNES/NSC TIMES				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
SJ021561	1	10/22/19	9/05/19	101469 DAKOTA DUNES/NSC TIMES COMMUNITY CLNDR	30.00	211	211-4660-4292	1
				INVOICE TOTAL	30.00			
SJ021588	1	10/22/19	9/19/19	SR CNTR AD	28.00	101	101-4514-4230	1
				INVOICE TOTAL	28.00			
SJ021631	1	10/22/19	9/25/19	DV HOMECOMING AD	38.00	101	101-4210-4230	1
				INVOICE TOTAL	38.00			
				VENDOR TOTAL	96.00			
OCT2019	1	10/22/19	8/26/19	103151 EDGE PROS, LLC DAVIS PARK-EDGING INSTLLTN GROUND PREP	2,688.75	101	101-4520-4250	1
				INVOICE TOTAL	2,688.75			
OCT2019-2	1	10/22/19	8/26/19	FERRARI PARK-EDGING INSTLLTN GROUND PREP	3,079.06	101	101-4520-4250	1
				INVOICE TOTAL	3,079.06			
				VENDOR TOTAL	5,767.81			
7707	1	10/22/19	10/01/19	102022 THOMPSON INNOVATION PD-ALARM MONITORING AGREEMENT	66.00	101	101-4210-4220	1
				INVOICE TOTAL	66.00			
				VENDOR TOTAL	66.00			
0345039	1	10/22/19	9/27/19	102317 FERGUSON WATERWORKS WATER METERS (12)	3,273.22	602	602-4330-4256	1
				INVOICE TOTAL	3,273.22			
0345039-1	1	10/22/19	10/01/19	WATER METER SUPP	437.36	602	602-4330-4256	1
				INVOICE TOTAL	437.36			
				VENDOR TOTAL	3,710.58			
OCT2019	1	10/22/19	10/11/19	101501 FIRST FINANCIAL BANK USA AMAZON-SR CNTR-INK CARTRIDGE	33.89	101	101-4514-4260	1
	2			AMAZON-SR CNTR-REPLC PRINTER	199.89	101	101-4514-4260	1
	3			MENARDS-SUPPLIES FOR PARKS	2,296.45	212	212-4650-4350	1
	4			SC JOURNAL-SBSCRTRN	52.14	101	101-4122-4260	1
	5			PERKINS-MEAL (2)-MAYOR-CONF IN ABERDEEN	31.78	101	101-4111-4270	1
	6			MINERVAS-MEAL-MAYOR-CONF IN ABERDEEN	122.02	101	101-4111-4270	1
	7			MINERVAS-MEAL-MAYOR-CONF IN ABERDEEN	32.27	101	101-4111-4270	1
				INVOICE TOTAL	2,768.44			
				VENDOR TOTAL	2,768.44			

40233 FREDERICKSEN, RANDY

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				40233 FREDERICKSEN, RANDY				
OCT2019	1	10/22/19	10/15/19	10/8 DRIVE TO ABERDEEN	118.02	101	101-4111-4270	1
	2			10/11 DRIVE TO NSC	118.02	101	101-4111-4270	1
				INVOICE TOTAL	236.04			
				VENDOR TOTAL	236.04			
				95246 GENERAL TRAFFIC CONTROLS, INC.				
19765	1	10/22/19	10/16/19	TRAFFIC SIGNAL LIGHTS (5)	332.20	101	101-4310-4250	1
				INVOICE TOTAL	332.20			
				VENDOR TOTAL	332.20			
				101538 H2O 4 U				
800344760	1	10/22/19	9/11/19	LIB-BOTTLED WTR (2)	33.50	101	101-4550-4260	1
				INVOICE TOTAL	33.50			
				VENDOR TOTAL	33.50			
				103116 HAMM, MIKE				
OCT2019	1	10/22/19	10/14/19	10/8 DRIVE TO ABERDEEN	117.18	101	101-4140-4270	1
	2			10/11 DRIVE TO NSC	117.18	101	101-4140-4270	1
				INVOICE TOTAL	234.36			
				VENDOR TOTAL	234.36			
				95079 HAWKINS, INC				
4587336	1	10/22/19	9/26/19	CHLORINE CYLINDER (6)	30.00	602	602-4330-4263	1
				INVOICE TOTAL	30.00			
				VENDOR TOTAL	30.00			
				102701 INGRAM LIBRARY SERVICES				
41778582	1	10/22/19	9/05/19	BOOKS (25)	192.52	101	101-4550-4342	1
				INVOICE TOTAL	192.52			
41841355	1	10/22/19	9/10/19	BOOK	10.19	101	101-4550-4342	1
				INVOICE TOTAL	10.19			
41841356	1	10/22/19	9/10/19	BOOK	5.99	101	101-4550-4342	1
				INVOICE TOTAL	5.99			
41841357	1	10/22/19	9/10/19	BOOKS (66)	790.30	101	101-4550-4342	1
				INVOICE TOTAL	790.30			
41878332	1	10/22/19	9/11/19	BOOK	15.34	101	101-4550-4342	1
				INVOICE TOTAL	15.34			
41878333	1	10/22/19	9/11/19	BOOK	20.12	101	101-4550-4342	1
				INVOICE TOTAL	20.12			
41962978	1	10/22/19	9/17/19	BOOK	3.72	101	101-4550-4342	1
				INVOICE TOTAL	3.72			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
41962979	1	10/22/19	9/17/19	BOOK	13.27	101	101-4550-4342	1
				INVOICE TOTAL	13.27			
				VENDOR TOTAL	1,051.45			
				40023 JACK'S UNIFORMS & EQUIPMENT				
84032A	1	10/22/19	10/01/19	CLOTHING ALLOWANCE-HEADID	165.79	101	101-4210-4269	1
				INVOICE TOTAL	165.79			
				VENDOR TOTAL	165.79			
				102742 JEFF'S LAWN CARE, INC.				
38544	1	10/22/19	10/10/19	WEED CNTRL	127.50	101	101-4192-4250	1
	2			WEED CNTRL	127.50	101	101-4210-4250	1
	3			WEED CNTRL	465.00	101	101-4550-4250	1
	4			WEED CNTRL	382.50	101	101-4520-4250	1
	5			WEED CNTRL	85.50	101	101-4514-4250	1
	6			WEED CNTRL	585.00	101	101-4370-4250	1
				INVOICE TOTAL	1,773.00			
				VENDOR TOTAL	1,773.00			
				101737 JIMS WATER TREATMENT				
9340	1	10/22/19	10/01/19	LIB-WATER SOFTENER SALT	75.00	101	101-4550-4250	1
				INVOICE TOTAL	75.00			
				VENDOR TOTAL	75.00			
				102302 NEXTAR BROADCASTING, INC				
2121772-1	1	10/22/19	9/30/19	ADVERTISING 09/01-09/30	1,335.00	523	523-4301-4330	1
				INVOICE TOTAL	1,335.00			
				VENDOR TOTAL	1,335.00			
				102418 KEVIN ODELL ELECTRIC, INC.				
15000	1	10/22/19	10/08/19	CH-RPLC BALLAST (3)	605.61	101	101-4192-4250	1
				INVOICE TOTAL	605.61			
				VENDOR TOTAL	605.61			
				101882 KMEG-TV				
1224729-1	1	10/22/19	9/30/19	MILITARY BRIDGE AD	150.00	522	522-4313-4330	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
				101914 KPTH TV				
1224672-1	1	10/22/19	9/30/19	MILITARY BRIDGE AD	300.00	522	522-4313-4330	1
				INVOICE TOTAL	300.00			
				VENDOR TOTAL	300.00			
				101914 KPTH TV				
1224713-1	1	10/22/19	9/30/19	MILITARY BRIDGE AD	225.00	522	522-4313-4330	1
				INVOICE TOTAL	225.00			
				VENDOR TOTAL	525.00			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
1408404	1	10/22/19	9/29/19	102308 KTIV ADVERTISING 08/26-09/29	1,325.00	523	523-4301-4330	1
				INVOICE TOTAL	1,325.00			
1408410	1	10/22/19	9/29/19	ADVERTISING 08/26-09/29	150.00	523	523-4301-4330	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	1,475.00			
95502	1	10/22/19	9/30/19	95010 LINDBLOM SERVICES, INC. SEP2019 PARKS TOILET RNTL	700.00	101	101-4520-4241	1
				INVOICE TOTAL	700.00			
				VENDOR TOTAL	700.00			
OCT2019	1	10/22/19	10/15/19	102135 LINDEN, BAYNE 10/8 DRIVE TO ABERDEEN	118.02	101	101-4652-4220	1
	2			10/11 DRIVE TO NSC	118.02	101	101-4652-4220	1
				INVOICE TOTAL	236.04			
				VENDOR TOTAL	236.04			
NOV2019	1	10/22/19	10/07/19	95060 LOCAL NO. 749 OCT2019 DUES	279.00	0173	101-0200-2173	1
				INVOICE TOTAL	279.00			
				VENDOR TOTAL	279.00			
OCT2019	1	10/22/19	9/30/19	101268 LONG LINES PHN & INT CHGS	197.50	101	101-4140-4282	1
	2			PHN & INT CHGS	185.42	101	101-4210-4282	1
	3			PHN & INT CHGS	40.93	101	101-4290-4282	1
	4			PHN & INT CHGS	40.40	101	101-4310-4282	1
	5			PHN & INT CHGS	156.26	101	101-4514-4282	1
	6			PHN & INT CHGS	58.95	101	101-4520-4280	1
	7			PHN & INT CHGS	42.95	101	101-4550-4282	1
	8			PHN & INT CHGS	80.79	602	602-4330-4282	1
	9			PHN & INT CHGS	55.04	604	604-4320-4282	1
				INVOICE TOTAL	858.24			
				VENDOR TOTAL	858.24			
001437961	1	10/22/19	10/10/19	40258 LYLE SIGNS INC SIGNS (8)-CANTERBURY SIGNS (2)-BIKE TRAIL	879.69	101	101-4310-4265	1
				INVOICE TOTAL	879.69			
				VENDOR TOTAL	879.69			
164699	1	10/22/19	10/01/19	101919 MERCY BUSINESS HEALTH SVCS OCT2019 EAP	53.33	101	101-4140-4220	1
				INVOICE TOTAL	53.33			
				VENDOR TOTAL	53.33			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
491759	1	10/22/19	8/28/19	103078 MIDAMERICA BOOKS BOOKS (10)	193.50	101	101-4550-4342	1
				INVOICE TOTAL	193.50			
492542	1	10/22/19	8/28/19	103078 MIDAMERICA BOOKS BOOKS (9)	170.55	101	101-4550-4342	1
				INVOICE TOTAL	170.55			
				VENDOR TOTAL	364.05			
8628A	1	10/22/19	10/01/19	101088 MIDWEST PLAYSCAPES INC. PARKS-BASKETBALL HOOPS	2,251.00	101	101-4520-4250	1
				INVOICE TOTAL	2,251.00			
8628B	1	10/22/19	10/01/19	101088 MIDWEST PLAYSCAPES INC. PARKS-PICNIC TABLES	1,016.00	101	101-4520-4250	1
				INVOICE TOTAL	1,016.00			
				VENDOR TOTAL	3,267.00			
97952188	1	10/22/19	9/20/19	103094 MIDWEST TAPE DVD'S (7)	162.15	101	101-4550-4342	1
				INVOICE TOTAL	162.15			
				VENDOR TOTAL	162.15			
2010189	1	10/22/19	10/05/19	102030 MJ MINOR UTILITY CONTRACTOR VAC OUT-LAKESHORE & CASEY'S LIFT STATION	2,247.50	604	604-4320-4250	1
				INVOICE TOTAL	2,247.50			
				VENDOR TOTAL	2,247.50			
0387-342261	1	10/22/19	8/30/19	100956 O'REILLY AUTOMOTIVE, INC. OIL FLTR (6)	31.00	101	101-4310-4260	1
				INVOICE TOTAL	31.00			
0387-344427	1	10/22/19	9/09/19	100956 O'REILLY AUTOMOTIVE, INC. OIL FLTR (4)	16.88	101	101-4310-4260	1
				INVOICE TOTAL	16.88			
				VENDOR TOTAL	47.88			
257553	1	10/22/19	10/14/19	40062 OFFICE SYSTEMS CO COPY & LEASE EXP	15.79	101	101-4140-4260	1
	2			COPY & LEASE EXP	15.79	602	602-4330-4260	1
	3			COPY & LEASE EXP	15.79	604	604-4320-4260	1
	4			COPY & LEASE EXP	15.80	101	101-4652-4260	1
	5			COPY & LEASE EXP	15.80	101	101-4122-4260	1
	6			COPY & LEASE EXP	15.80	101	101-4310-4260	1
	7			COPY & LEASE EXP	15.82	211	211-4650-4260	1
				INVOICE TOTAL	110.59			
				VENDOR TOTAL	110.59			
1940129-0	1	10/22/19	10/02/19	40064 ONE OFFICE SOLUTION PAPER CLIPS	8.49	101	101-4210-4260	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	8.49			
1940129-1	1	10/22/19	10/03/19	TONER (2), LABELS (5 PK), FLDR (2 BX)	416.16	101	101-4210-4260	1
				INVOICE TOTAL	416.16			
1940129-2	1	10/22/19	10/09/19	LABELS (1 PK)	3.70	101	101-4210-4260	1
				INVOICE TOTAL	3.70			
				VENDOR TOTAL	428.35			
				103112 PACE, TERRI				
OCT2019	1	10/22/19	10/08/19	CRAYONS-1000 BOOKS PROG	2.14	101	101-4550-4260	1
	2			PUMPKINS-STORYTIME CRAFT	20.00	101	101-4550-4260	1
				INVOICE TOTAL	22.14			
				VENDOR TOTAL	22.14			
				102530 PARKS, DAN				
OCT2019	1	10/22/19	10/08/19	EXP REIMB-CLTHNG ALLWNC	70.27	101	101-4111-4260	1
				INVOICE TOTAL	70.27			
				VENDOR TOTAL	70.27			
				417 PRESTO-X COMPANY				
4460629	1	10/22/19	10/10/19	PEST CNTRL	57.00	101	101-4210-4250	1
	2			PEST CNTRL	49.00	101	101-4514-4250	1
	3			PEST CNTRL	75.00	101	101-4192-4250	1
	4			PEST CNTRL	57.00	101	101-4550-4250	1
				INVOICE TOTAL	238.00			
				VENDOR TOTAL	238.00			
				102409 QUALIFIED PRESORT SVC, LLC				
470902	1	10/22/19	9/30/19	POSTAGE UTILITY BILLS	21.66	602	602-4330-4268	1
	2			POSTAGE UTILITY BILLS	21.66	604	604-4320-4268	1
	3			POSTAGE UTILITY BILLS	21.66	612	612-4323-4268	1
				INVOICE TOTAL	64.98			
470903	1	10/22/19	9/30/19	POSTAGE UTILITY BILLS	228.05	602	602-4330-4268	1
	2			POSTAGE UTILITY BILLS	228.05	604	604-4320-4268	1
	3			POSTAGE UTILITY BILLS	228.05	612	612-4323-4268	1
				INVOICE TOTAL	684.15			
				VENDOR TOTAL	749.13			
				100824 QUAM, BERGLIN, & POST PC				
OCT2019	1	10/22/19	9/09/19	AUDIT YEAR 2018	22,000.00	101	101-4140-4220	1
				INVOICE TOTAL	22,000.00			
				VENDOR TOTAL	22,000.00			
				102508 RICK HANSON PLUMBING INC.				
10597	1	10/22/19	9/11/19	LIB-REP FAUCET	140.31	101	101-4550-4250	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	140.31			
10640	1	10/22/19	9/25/19	LIB-INSTALL FAUCET	387.76	101	101-4550-4250	1
				INVOICE TOTAL	387.76			
				VENDOR TOTAL	528.07			
				103103 RIVERSIDE TECHNOLOGIES INC.				
0268427	1	10/22/19	10/03/19	CLTHNG ALLWNC-HAMM	38.59	101	101-4140-4260	1
				INVOICE TOTAL	38.59			
				VENDOR TOTAL	38.59			
				102205 GARY ROAN				
OCT2019	1	10/22/19	10/15/19	INSPECTIONS (13)	520.00	101	101-4652-4220	1
	2			P&Z MTG (2), MTG	150.00	101	101-4652-4220	1
	3			INSRNC	280.00	101	101-4652-4220	1
				INVOICE TOTAL	950.00			
				VENDOR TOTAL	950.00			
				463 SD ONE CALL				
SD19-2631	1	10/22/19	9/30/19	SEP2019 LOCATES (60)	67.20	602	602-4330-4220	1
				INVOICE TOTAL	67.20			
				VENDOR TOTAL	67.20			
				95317 SIOUX CITY FOUNDRY COMPANY				
1084243	1	10/22/19	9/27/19	PLOW BLADES (32)	9,324.00	101	101-4310-4311	1
				INVOICE TOTAL	9,324.00			
				VENDOR TOTAL	9,324.00			
				40063 SIOUX CITY JOURNAL				
21060291	1	10/22/19	9/15/19	ADVRTSNG	3,405.00	522	522-4313-4330	1
				INVOICE TOTAL	3,405.00			
				VENDOR TOTAL	3,405.00			
				95056 SIOUXLAND CHAMBER OF COMMERCE				
099877	1	10/22/19	10/01/19	SEMI ANNUAL DUES	135.00	101	101-4111-4223	1
				INVOICE TOTAL	135.00			
				VENDOR TOTAL	135.00			
				95303 SIOUXLAND HUMANE SOCIETY				
SEP2019	1	10/22/19	10/01/19	SEP2019 SERVICES	37.00	101	101-4210-4224	1
				INVOICE TOTAL	37.00			
				VENDOR TOTAL	37.00			
				40280 STEFFEN, INC.				
11861	1	10/22/19	10/04/19	SNOW PLOW SANDER CHAIN	1,379.70	101	101-4310-4311	1
				INVOICE TOTAL	1,379.70			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	1,379.70			
9950	1	10/22/19	10/11/19	103055 STOCKWELL ENGINEERS, INC SPLASH PAD MASTER PLAM-60% COMPLETED	780.00	212	212-4650-4350	1
				INVOICE TOTAL	780.00			
9954	1	10/22/19	10/11/19	LIFT STATION GNRTRS-35% COMPLETED	9,200.00	604	604-4320-4350	1
				INVOICE TOTAL	9,200.00			
				VENDOR TOTAL	9,980.00			
OCT2019	1	10/22/19	10/15/19	40244 STREETER, DONALD 10/8 DRIVE TO ABERDEEN	118.02	101	101-4652-4220	1
	2			10/11 DRIVE TO NSC	118.02	101	101-4652-4220	1
				INVOICE TOTAL	236.04			
				VENDOR TOTAL	236.04			
OCT2019	1	10/22/19	9/26/19	40448 UNION COUNTY WEED BOARD SPRAY DIKE	583.83	101	101-4318-4250	1
				INVOICE TOTAL	583.83			
				VENDOR TOTAL	583.83			
3950356230	1	10/22/19	10/12/19	100886 VERIZON WIRELESS SEP2019-ACCT 787171140-CHERRY DATA OVRG	153.89	101	101-4122-4282	1
				INVOICE TOTAL	153.89			
				VENDOR TOTAL	153.89			
192840007234	1	10/22/19	10/11/19	100732 WELLMARK BLUE CROSS INSUR PREMIUM	378.55	101	101-4122-4150	1
	2			INSUR PREMIUM	1,846.25	101	101-4140-4150	1
	3			INSUR PREMIUM	4,816.08	101	101-4210-4150	1
	4			INSUR PREMIUM	614.26	101	101-4310-4150	1
	5			INSUR PREMIUM	1,519.63	101	101-4550-4150	1
	6			INSUR PREMIUM	250.61	101	101-4652-4150	1
	7			INSUR PREMIUM	2,438.92	602	602-4330-4150	1
	8			INSUR PREMIUM	3,681.54	604	604-4320-4150	1
	9			INSUR PREMIUM	114.75	612	612-4323-4150	1
	10			INSUR PREMIUM	1,809.76	0191	101-0200-2191	1
	11			INSUR PREMIUM	418.03	0291	602-0200-2191	1
	12			INSUR PREMIUM	614.71	0491	604-0200-2191	1
	13			INSUR PREMIUM	18.83	1291	612-0200-2191	1
				INVOICE TOTAL	18,521.92			
				VENDOR TOTAL	18,521.92			
				LIBERTY 1010 0048 TOTAL	1,237,857.94			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	1,237,857.94		
				GRAND TOTALS	1,237,857.94		

Building Area Footings (inches) Footing (inches) Reinforcement Thickness (inches)				
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: 09/16/19
Second Reading: 10/7/19
Publish: 10/17/19
Effective Date: 11/06/19

Motion by Slater, second by Berg to approve the 1st^d reading of Ordinance 2019-11 – FY2020 Revised Budget. All members present voted aye.

A discussion was held on storage containers. Cherry said he went around the city to count the storage containers. He stated that there was a total of 74 regular storage containers. He stated that this number did not include semi-trailers. Berg stated he was contacted by someone to inquiry about opening a storage container rental business like the one in Elk Point. Parks stated that he thinks one size does not fit all in this case. Slater stated he would like to see it itemize by zone. Parks said he would like to see a residential one separate from a Business one. Cherry stated he would put something together and bring it to the Council at a later date.

Community Input:

1. Jeff Rabbit was on hand to discuss the contract with the city on 100 River Dr and the stipulation that says the city will put the property back in the same condition prior to construction.

Motion by Parks, second by Berg to move into executive session for personnel and contractual items at 8:29pm. All members present voted aye.

Regular session resumed at 10:15pm.

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

BRSCHBCH EQUIP	7989.00	DIESEL PUMP
BOMGAARS	703.73	SPRAY PAINT (2), SFTNR SALT (10)
BLWR AUTO BODY	70.00	UNIT 1-RPLC & PAINT LWR DOOR
C. W. STR SVCS	141.75	CH-REP AIR HNDLRS
CARPENTER TONY	50.00	3QTR2019 P&Z MTG
CHERRY, TED	76.25	CELL PHONE REIMB
COLONIAL LIFE	81.86	9/13, 9/27 PREM
CRARY, HUFF, INKSTER, SHEEHAN	3993.50	SEP2019 LEGAL FEES
DAKOTA TRAFFIC SVCS	4549.89	HIBUILD PAINT, ARROWS (50)
DAKOTA DUNES/NSC TIMES	844.80	SEP2019 PUBLISHING FEES
DEMCO, INC	36.93	LIB SUPP-PRESCHOOL RDNG PRGRM
THMPN INNVTN	2230.00	SEP2019 TECH SUPP
ELECTRIC PUMP	7936.88	KIT REP, PUMP, STEEL, CABLE
ELCTRCL ENGN & EQUIP	2695.00	BACKUP GNRTR REP (6)
FOUR SEASONS NORTH	224.55	OCT2019 FITNESS CHGS
GILL HAULING	12489.12	SEP2019 RSDNTL WST
GVRNMNTL FNNC OFFICERS	160.00	FNC OFFCRS MBRSHP
GRAHAM TIRE CO.	500.00	UNIT 2-TIRES (4)
H2O 4 U	109.00	BOTTLED WTR (12)
HAMM, MIKE	199.01	CELL REIMB, EXP REIMB
HAWKINS, INC	3332.20	CHLORINE (10), SCALE
PETER HOLBROOK	450.00	2QTR2019 P&Z MTG
HYDRCL SLS & SVC	35.66	TIGER MWR PARTS (5)
INGRAM LIB SVCS	702.23	BOOKS (86)
JACK'S UNFRMS & EQUIP	1395.60	CLTHNG ALLWNC (4)
JEO CNSLTNG GROUP	20912.50	ENGINEERING FEES
JOHNSON FEED, INC.	1820.00	ROAD SALT (26 T)
JR ROOFING, LLC	2350.00	ROOF REP (4)
KALINS INDOOR CMFRT	125.70	LIB-AC REP
NEXTAR BRDCSTNG, INC	1151.00	ADVRTSNG 8/1-8/24
KEVIN ODELL ELECTRIC, INC.	1878.68	REP LIGHTS (7)
KMEG-TV	60.00	ADVRTSNG 8/1-8/24
LINDEN, BAYNE	550.00	2QTR2019 P&Z MTG
MARTEL ELCTRNC, INC	305.00	PD-TRANSMITTER GEN
MIDAMERICAN ENERGY	11223.92	SEP1019 UTLTY CHGS
MID COUNTRY MCHNRY	274.58	TIGER MWR BLADES
MIDWEST TAPE	97.61	DVD'S (4)
MIDWEST WHEEL	196.66	SNOW PLOW PARTS (10)
MITCHELL, DAVE	500.00	2QTR2019 P&Z MTG
MJ MINOR UTLTY CNTRCTR	2111.38	VAC OUT-FLYNN LIFT STN
OFFICE SYSTEMS CO	151.30	COPY & LEASE EXP
OLSON, DAN	500.00	2QTR2019 P&Z MTG
ONE OFFICE SLTN	214.32	PD-INK CRTRDG (6)
PNFLLY CLR WINDOW SVCS	4066.00	LIB-WINDOW CLNG (4)
PER MAR SCTY SVCS	181.32	4Q2019 SCRPTY MNTRNG SVC
PIONEER AUTO	683.40	UNIT 5-TIRES (4), MOUNT & BLNC
PRESTO-X CO	238.00	SEP2019 PEST CNTRL
RADAR SHOP	291.00	RCRTFD RADAR UNITS (5)
RIVER VALLEY, LLP	2695.78	JUL-OCT Q32019 TIF PYMT
RBRSTN IMPLMNT	537.03	GRVLY MWR PARTS
SD MNCPL LEAGUE	40.00	SD MNCPL DRCTRY (2)
SD DEPT OF HEALTH	751.00	BOD, COLI, SOLIDS, SULFATE
SPARKLE & SHINE CLNG SVCS	1451.25	SEP2019 CLNG (4)
STOCKWELL ENGNRS	7720.00	SPLASH PAD MASTER PLAN-50%
STREETER, DONALD	500.00	2QTR2019 P&Z MTG
TELVUE CRPRTN	2142.00	CABLE CHANNEL (4 YRS)
THE ROAD GUY CONST. CO INC	7761.60	CHIP SEAL-SQ YARD (3696)
UNION CO. RGSTR OF DEEDS	7.00	COPY-COTTINGTONS
VERIZON WIRELESS	896.04	CELL CHGS (21 LINES)
WELTE, LIANE	136.10	EXP REIMB
WOODBURY CTY EMERG SVCS	1464.45	OCT-DEC2019 STARCOMM
WOODHOUSE	53.44	UNIT 1-HINGE DOOR
VANDER POL EXCVTNG	57259.99	BIG SIOUX RIVER BANK LEVEE

As required by SDCL 6-1-10, the following is a list of the September 2019 payroll by department:

Finance/Admin	\$18,484.04
Library	\$7,253.78
Police	\$37,096.95
Public Works	\$29,960.52

Motion to adjourn by Cropley second by Berg at 10:16pm. All members present voted aye.

Approved

Randy Fredericksen, Mayor

Attested

Mike Hamm, City Finance Officer

UNAPPROVED MINUTES
North Sioux City Planning Commission
October 9, 2019

The regular meeting of the North Sioux City Planning Commission was called to order by Mitchell at 4:02 p.m.

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

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

Motion by Mitchell, second by Holbrook to approve the September 11, 2019 minutes as presented. All members present voted aye.

New Business:

Plat – LOT 27 & LOT 28, BLOCK 3, ALCOMA ACRES IN FRISBIE TRACT 1, IN OUTLOT 4, OF GOVERNMENT LOTS 1 & 2, SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH PM, NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.

Motion by Mitchell, second by Olson to approve the Plat presented and recommend to City Council October 21, 2019. All members present voted aye.

Other Business: Update of building permits since last meeting: 1 remodel, 116 Gateway Dr.: 1 new home, 908 Wildflower Bend.: 1 grading permit, 904 Lakeshore Cir.: 1 carport, 175 Suncoast Dr.: 1 deck and concrete pad, 619 Lakeview Dr.: and 1 fence at 906 Harvest Bend. Olson inquired about property taxes on acquired accretion land that is not in City Limits. Roan will research and report back to Commission members.

Motion by Mitchell second by Holbrook to adjourn at 4:15 p.m. All members present voted aye.

Dated this October 9, 2019

Jennifer Roupe
Finance Assistant