



Regular Meeting of the City Council

November 4, 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 21, 2019, 2019 Regular Meeting
- F. Agenda Items
 - 1. Levee Culvert Repair Issue
 - 2. FY2020 Insurance
 - 3. Storm Sewer Pump Purchase
 - 4. Alcohol Licenses
 - 5. City Investment Policy
 - 6. City Document and Records Retention Policy
 - 7. City Procurement Policy
- G. Community and Council Input
- H. Executive Session*
 - 1. Personnel
- I. Approval of Bills
- J. Adjournment

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

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
October 21, 2019

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

Mayor Fredericksen led the Pledge of Allegiance.

Motion by Berg, second by Benson to approve the amended agenda with the following corrections. All members present voted aye.

- 1.) Remove item #2. Service Line Warranty Program.
- 2.) Add executive session for contractual in place of item #2.

Motion by Green, second by Berg to approve the minutes from the October 7, 2019 Council Meeting. All members present voted aye.

Rich Headid introduced Greg Jurich the new police officer to the council.

Rusty Montagne introduced Justin Watterson the new public works employee to the council.

Motion by Parks, second by Berg to move into executive session for contractual items at 7:04pm. All members present voted aye.

Regular session resumed at 7:20pm.

Jeff Rabbit was on hand to express his concerns with the council about his portion of property that was used during the levee repairs. Rabbit stated that he contacted a number of contractors and they all said that the clause to return property to like condition usually falls with the contractor. Dan Parks asked if they put crushed concrete on it would that solve the issue. Rabbit said that if the city seeds it and takes out the remainder of the parking lot that it would be around \$20,000. Parks said that the contract had it written in there that they would use crushed concrete to turn it back into a parking lot. Ethan Joy from JEO said that it would be JEO's recommendation to put grass in that space because it would look nicer. Joy also stated that FEMA could possibly reimburse up to 75% of that project. Parks stated that the council could not take action at this time and would wait until they get more dollar figures.

Liane Welte was on hand to give the council an update on the library summer reading program.

Police Chief Rich Headid was on hand to give the council and update on the police departments calls of service for the 2019 YTD.

Motion by Parks, second by Berg to table item 6.) City Investment Policy, item 7.) City Document and Records Retention Policy and item 8.) City Procurement Policy to a later date. All members present voted aye.

Motion by Berg, second by Green to approve the 2nd reading of Ordinance 2019-11 – FY2020 Revised Budget. All members present voted aye.

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

	SPECIAL REVENUE FUNDS				WATER 521
	GENERAL 101	THIRD PENNY 211	SECOND PENNY 212	911 EMERGENCY 214	
PART I					
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	646,690.00				
PUBLIC SAFETY					
4210 Police	887,150.00			76,000.00	
4290 Civil Defense	3,600.00				
TOTAL PUBLIC SAFETY	890,750.00			76,000.00	
PUBLIC WORKS					
4310 Streets	368,945.00				
4318 Dike	20,000.00				
4330 Improvements					150,000.00
4370 Cemetery	9,750.00				
TOTAL PUBLIC WORKS	398,695.00				150,000.00
HEALTH AND WELFARE					
4413 West Nile	7,500.00				
TOTAL HEALTH AND WELFARE	7,500.00				
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	463,045.00				
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	120,750.00	134,500.00	175,000.00		
OTHER FINANCING USES					
5110 Transfer Out	748,000.00		750,000.00		
TOTAL OTHER FINANCING USES	748,000.00		750,000.00		
TOTAL APPROPRIATION BY FUND	3,275,430.00	134,500.00	925,000.00	76,000.00	150,000.00

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

	SPECIAL FUNDS				WATER 521
	GENERAL 101	THIRD PENNY 211	SECOND PENNY 212	911 EMERGENCY 214	
GOVERNMENTAL FUNDS					
Unassigned Fund Balance Cash Applied					
3100 Taxes	2,620,500.00	134,000.00	385,500.00	39,000.00	
3200 Licenses and Permits	86,800.00				
3300 Intergovernmental Revenue	159,000.00				

Motion by Parks, second by Carpenter to approve the Acquisition Plat – Lot 27 & 28 Alcoma Acres. All members present voted aye.

Community Input:

1. Mayor Fredericksen said he went out to Food Truck Friday and said it was packed and it went really well.
2. Kim Luken said she had a complaint about Food Truck Friday because they are competing with the businesses that are already in town and are still struggling because of the bridge closer.
3. Rusty Montagne asked the council if they want to keep the 2 pumps we are currently renting. Parks said keep the pumps even if we keep renting them. Parks would also like to see what the cost would be if we purchased them.
4. Rusty Montagne said they budgeted \$30,000 for a public works truck. The estimated came in at \$31,100.
5. Tena Carpenter said that the Parks Board has written up a maintenance schedule that she would like the Public Works employees to take care of. Carpenter said it needs to be done once a week.

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

AFLAC	841.06	OCT2019 PREM
AMRCN UNDRGRUND SUPPLY	20.52	WTR PARTS (10)
BEN FISH TIRE CO, INC	15.95	DODGE-TIRE REP
BNFT ADMSTRTN SELF EM	102.00	2019 HRA FEE
BRSCBCH EQPMNT & SUPPLY	7989.00	DIESEL PUMP
C. W. SUTER SVCS	510.30	CH-INSTALL SFTWR
CARPENTER TENA	236.04	EXP REIMB-DRIVE TO ABERDEEN
CHERRY, TED	276.04	EXP REIMB-DRIVE TO ABERDEEN, MEAL (2)
CITY OF SIOUX CITY IOWA	1089136.51	4QTR2019 WOODBURY CTY COMM CTR
CITY OF SIOUX CITY	33506.35	SEP2019 SWR CHGS USAGE 14,102
CITY OF SIOUX FALLS	159.50	3QTR2019 BCTRA WTR TESTS
CRARY, HUFF, INKSTER, SHEEHAN	6344.25	LEGAL FEES
CROPLEY, LESA	236.04	EXP REIMB-DRIVE TO ABERDEEN
DAKOTA DUNES/NSC TIMES	96.00	PUBLISHING FEES
EDGE PROS, LLC	5767.81	DAVIS & FERRARI PARK-EDGING INSTLLTN
THMPNS INNVTN	66.00	PD-ALARM MNTRNG AGRMNT
FERGUSON WATERWORKS	3710.58	WTR MTRS (12)
FIRST FINANCIAL BANK USA	2768.44	CC CHGS
FREDERICKSEN, RANDY	236.04	EXP REIMB-DRIVE TO ABERDEEN
GNRL TRAFFIC CNTRLS, INC.	332.20	TRAFFIC SIGNAL LIGHTS (5)
H2O 4 U	33.50	LIB-BOTTLED WTR (2)
HAMM, MIKE	234.36	EXP REIMB-DRIVE TO ABERDEEN
HAWKINS, INC	30.00	CHLORINE CYLINDER (6)
INGRAM LIB SVCS	1051.45	BOOKS (97)
JACK'S UNFRMS & EQUIP	165.79	CLTHNG ALLWNC
JEFF'S LAWN CARE, INC.	1773.00	WEED CNTRL
JIMS WTR TRTMNT	75.00	LIB-WTR SFTNR SALT
NEXTAR BRDCSTNG, INC	1335.00	ADVRTSNG 09/01-09/30
KEVIN ODELL ELECTRIC, INC.	605.61	CH-RPLC BALLAST (3)
KMEG-TV	150.00	MILITARY BRIDGE AD
KPTH TV	525.00	MILITARY BRIDGE AD
KTIV	1475.00	ADVRTSNG 08/26-09/29
LINDBLOM SVCS	700.00	SEP2019 PARKS TOILET RNTL
LINDEN, BAYNE	236.04	EXP REIMB-DRIVE TO ABERDEEN
LOCAL NO. 749	279.00	OCT2019 DUES
LONG LINES	858.24	PHN & INT CHGS
LYLE SIGNS INC	879.69	SIGNS (10)
MERCY BUSINESS HEALTH SVCS	53.33	OCT2019 EAP
MIDAMERICA BOOKS	364.05	BOOKS (19)
MIDWEST PLAYSCAPES INC.	3267.00	PARKS-BSKTBLL HOOPS, PICNIC TABLES
MIDWEST TAPE	162.15	DVD'S (7)
MJ MINOR UTLTY CNTCTR	2247.50	VAC OUT-LAKESHORE & CASEY'S
O'REILLY	47.88	OIL FLTR (6)
OFFICE SYSTEMS CO	110.59	COPY & LEASE EXP
ONE OFFICE SLTN	428.35	PD-TNR (2), LBLS (6 PK)
PACE, TERRI	22.14	EXP REIMB-LIB EXP
PARKS, DAN	70.27	EXP REIMB-CLTHNG ALLWNC
PRESTO-X	238.00	PEST CNTRL
PRINCIPAL FINANCIAL	2508.52	NOV2019 LIFE & DTL PREM
QUALIFIED PRESORT SVC, LLC	749.13	PSTG UTLT BILLS

QUAM, BERGLIN, & POST PC	22000.00	AUDIT YEAR 2018
RICK HANSON PLUMBING INC.	528.07	LIB-REP FAUCET
RIVERSIDE TCHNLGS INC.	38.59	CLTHNG ALLWNC-HAMM
GARY ROAN	950.00	INSPCTNS (13)
SD ONE CALL	67.20	SEP2019 LCTS (60)
SIOUX CITY FNDRY CMPNY	9324.00	PLOW BLADES (32)
SIOUX CITY JOURNAL	3405.00	ADVRTSNG
SXLND CHMBR OF COMMERCE	135.00	SEMI ANNUAL DUES
SXLND HMNE SCTY	37.00	SEP2019 SVCS
STEFFEN, INC.	1379.70	SNOW PLOW CHAIN
STOCKWELL ENGINEERS, INC	9980.00	SPLASH PAD MSTR PLAN, GNRTRS
STREETER, DONALD	236.04	EXP REIMB-DRIVE TO ABERDEEN
UNION CNTY WEED BOARD	583.83	SPRAY DIKE
VERIZON WIRELESS	153.89	SEP2019-ACCT 787171140-CHERRY
WELLMARK BLUE CROSS	18521.92	INSUR PREM

Motion to adjourn by Parks, second by Berg at 8:41pm. All members present voted aye.

Approved

Randy Fredericksen, Mayor

Attested

Mike Hamm, City Finance Officer

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 11.4.2019
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%. Placing crushed rock would cost approximately \$15,300 for roughly the ½ acre of ground at 3 inch of rock.

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.

There was also discussion about city employees doing the work to remove asphalt and place dirt. There are questions on if that work would be reimbursable.

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:
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Dakota Dunes, SD 57049
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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



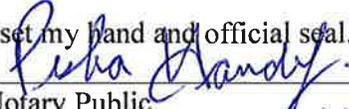
By: Jeff Rabbitt

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



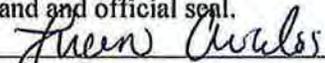
By: Jeff Rabbitt

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.

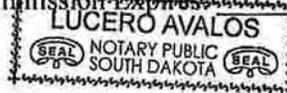
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires

10/23/21



CITY OF NORTH SIOUX CITY


By: Randy Fredericksen
Its: Mayor

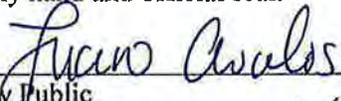
ATTEST


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

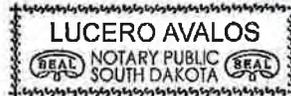
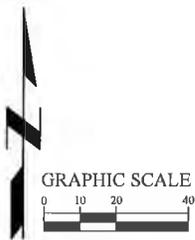
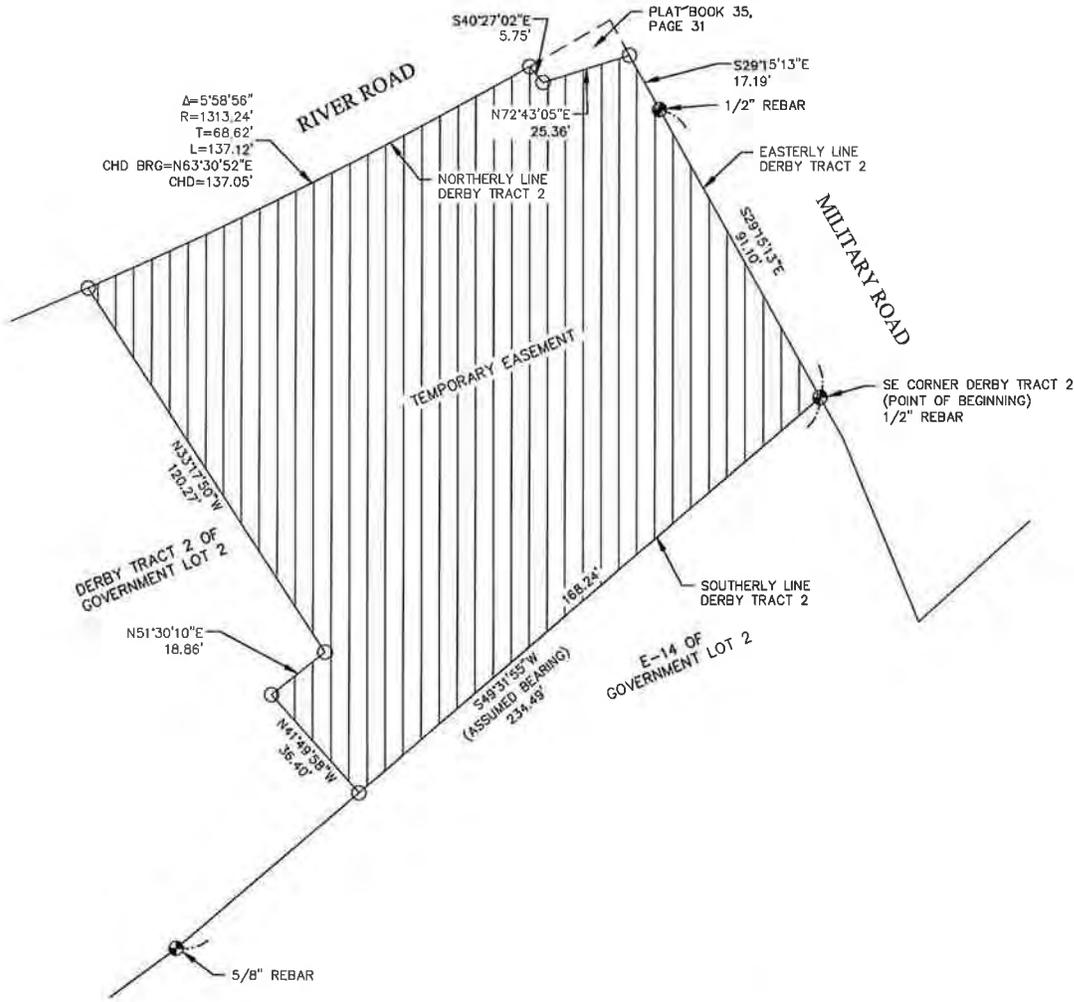


EXHIBIT A

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**
- MONTUMENT FOUND
 - MONTUMENT 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:

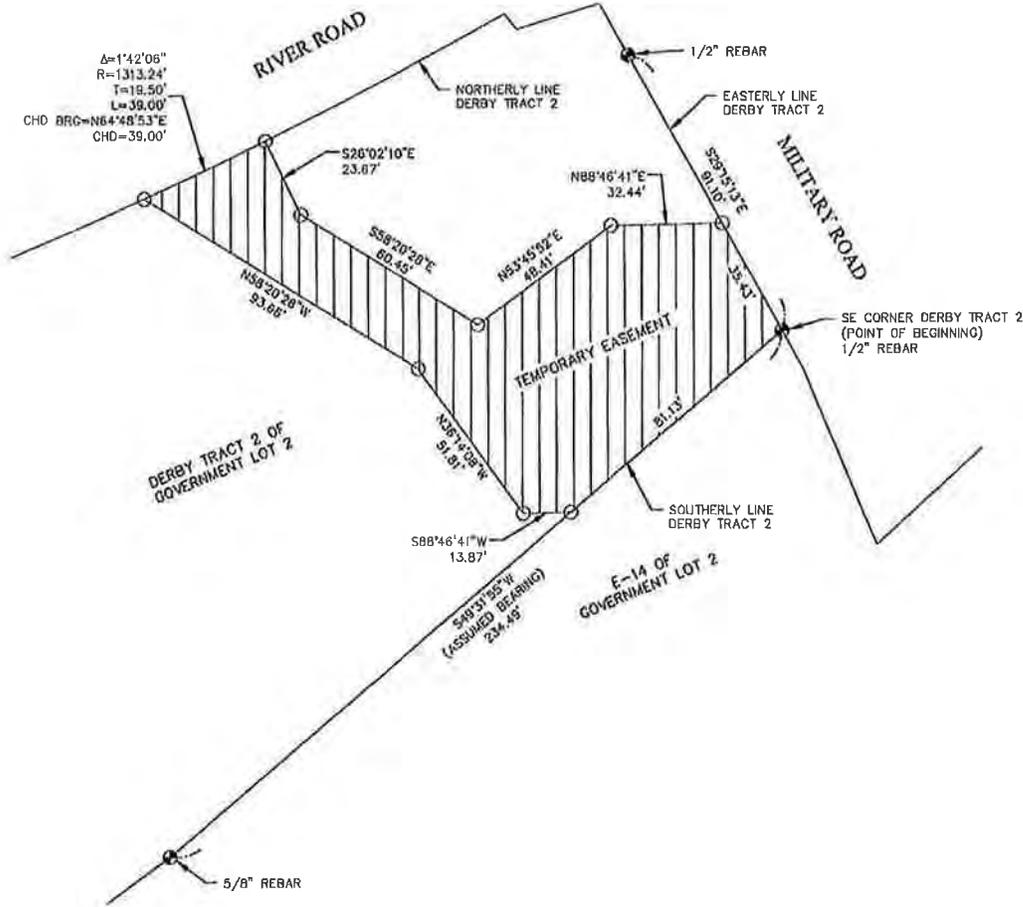
PART OF DERBY TRACT 2 OF GOVERNMENT LOT 2 IN SECTION 14, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE FIFTH P.M., UNION COUNTY, SOUTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID DERBY TRACT 2; THENCE S49°31'55"W (ASSUMED BEARING) ON THE SOUTHERLY LINE OF 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

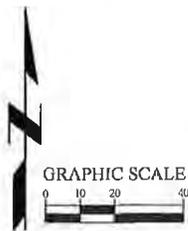
PART OF DERBY TRACT 2 OF GOV'T LOT 2

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



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.



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

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 12/2019 3:50 PM



RIVER DR

MILITARY RD

11-04-19

23

3006

11-04-19



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11-04-19

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AREA UNDER STUDY

KOMATSU

VIP



To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 11.4.2019
Re: FY2020 Employee Insurance Plans

Background: The City has finally received the health insurance information for FY2020. Below is the current information on the plan provided as well as information on renewals. A decision on insurance needs to be made before December to allow enough time to process the renewal and inform employees on any changes that may occur.

Currently the City health plan is the WellMark myBlue Silver Plan. This is a high deductible HSA plan. The current deductible/max out of pocket is \$4,500/\$9,000 for singles and families respectively. The City contributes \$750/\$1500 yearly to employee's HSA accounts, done on a quarterly basis. Additionally, the City elected last year to join the BASE HRA which is currently covering the 2nd half of deductibles for employees of \$2,250/\$4,500. Additionally, the City provides dental and life coverage.

Changes that were made to the health plan last year were the implementation of 15% of the premium being covered by employees. The BASE HRA was a change that was implemented to offset costs that were previously associated with HSA dollars. When choosing this plan, we anticipated approximately 60% utilization of HRA benefits. Currently the City's utilization of the HRA is 43.81% which is lower than anticipated. We can safely expect the HRA usage to be approximately at 50% by the end of the year. This has saved the City significant costs over using the previous HSA contributions. Previously the City was paying employees the equivalent of 2/3rd of the deductible/max out of pocket toward their HSA. With the Move to the HRA the recognized savings by the end of the year will be approximately \$39,400 over FY2019 budgeted amounts.

The current health plan the employees are on has changed somewhat, while the dental and life plans stay the same at the same cost. For the health plan the deductible amounts stay the same at \$4,500/\$9,000 but the max out of pocket increases to \$6,750/\$13,500. With that increase in max out of pocket there is a copay involved to meet those levels that kicks in when the deductible levels are met. It is recommended a change to a lower plan with similar benefits to employees be implemented.

It is recommended that the following actions be taken.

- Remain on the same dental and life polices
- Drop down to the myBlue Bronze plan with a deductible and max out of pocket at the same amounts of \$6,750/\$13,500
- Increase the amount paid toward HRA expenses to \$4,500/\$9,000
- Decrease HSA contribution to \$500/\$1,000 annually
- Increase employee contribution to 20%

These recommendations work off some assumptions, but are intended to save the City funds, keep the health insurance at the same levels as they were in FY2019, and allow for employees to take some further steps in the ownership of the health care. By moving forward with these recommendations, we believe a costs savings would be found of approximately \$43,200 in FY2020 depending on HRA utilization.

The reasons for this savings is twofold. The first is the cost of insurance is not going to rise at the amount we had anticipated for because the lower plan is being utilized. The difference cost between the current plan and proposed plan for FY2020 is \$3,602 per month based on our current employees. Second is that even though the amounts paid toward the HRA are higher per employee, due to our utilization rates there is significant savings over the current plan. Attached is information regarding the breakdown of costs. The assumptions for savings are based on the HRA amounts to be paid. If 100% utilization happens costs would be an increase of approximately \$24,300, but 100% utilization is extremely rare. Also, in FY2019 there were a number of unexpected items with our group that happened to normally healthy employees that wouldn't need the care they needed in FY2019. The savings recognized on per monthly basis would help to make up any of the costs of the HRA contributions.

Below is a chart of contributions by employees based on the recommendations above on a monthly basis.

Employee Type	FY2019 City	FY2019 Employee	FY2020 City	FY2020 Employee
Single Employee	\$481.96	\$81.36	\$395.87	\$92.63
Employee/Spouse	\$921.11	\$169.09	\$843.68	\$192.16
Employee/Children	\$950.86	\$156.90	\$787.91	\$178.22
Employee/Family	\$1,475.21	\$249.43	\$1211.02	\$284.00

While looking through this information staff took into account previous conversations had with the Council. Costs have been a large part of the conversation in the past which this plan should address. Also, the type and amount of benefits for the employees have been a concern to maintain them which this plan should address also.

Financial Consideration: Based on the current employee makeup with the plan presented City costs would be \$161,532 and employee costs would be \$40,383.

Recommendation: Administration would recommend the approval of the plan as presented to reduce costs for the city and employees as well as keep benefits similar to what is in place currently.

With an HSA, see triple tax-free savings



When employees put money into their HSA



When it accumulates



When employees spend money from their HSA

Employees won't be taxed when they take the money out of their HSA as long as they use the funds exclusively to pay for qualified medical expenses.*

* If employees use any HSA funds to pay for expenses other than qualified medical expenses, they may be subject to income taxes and additional penalties.

HIGH-DEDUCTIBLE HEALTH PLANS

Wellmark's myBlue HDHPSM encourages employee engagement in their health care. Because your employees pay the full cost for care (excluding preventive care) and prescriptions until they reach their deductible, an HDHP helps them understand the true cost of care — and offers the lowest monthly premiums.

Help your employees save with a health savings account

When your employees enroll in a qualified HDHP they can also open a health savings account (HSA). An HSA is an individual savings account employees can contribute to, invest in and receive certain distributions from.

Here's how an HSA works



Employees contribute money into a health savings account, tax-free.



The HSA can be used to pay for qualified expenses like doctor visits, prescription drugs, eyeglasses and dental care, tax-free.



Rollover unspent funds for future health care expenses.



Smart integration with Wellmark claims and consumer-driven accounts from WageWorks[®] means reimbursement is automatic, and employees can view their account balances with a single sign-on in myWellmark.

WageWorks also offers an easy-to-use mobile app, EZ Receipts[®], to help put your employees in control of their health care.

High-deductible health plan options

Amounts in the table reflect covered in-network services only.

SERVICES	PLANS	
	myBlue HDHP SM Bronze	myBlue HDHP SM Silver
Annual benefit — deductible In-network¹	Single: \$6,750 Family: \$13,500 ²	Single: \$4,500 Family: \$9,000 ²
Coinsurance — member pays	0%	0%
Annual benefit — out-of-pocket maximum (OPM) In-network	Single: \$6,750 Family: \$13,500 ³	Single: \$6,750 Family: \$13,500 ³
Preventive care⁴ screenings, immunizations, primary care office services	Free	Free
Virtual visit⁵	Deductible applies	\$0 after deductible
Primary care office services⁶	Deductible applies	\$0 after deductible
Non-primary care office services	Deductible applies	\$60 after deductible
Emergency room	Deductible applies	\$250 after deductible
Prescription drugs — Blue Rx Essentials	Deductible applies	After deductible: Tier 1: \$20 Tier 2: \$60 Tier 3: \$125 Specialty preferred: \$150 Non-preferred: \$200
Medicare Part D Creditable Coverage⁷	No	Yes
	Est. premium: \$ <u>16,826.30</u>	Est. premium: \$ <u>20,428.30</u>

¹ Both in-network and out-of-network services apply toward a single deductible. However, out-of-pocket costs for in-network services only apply to the in-network out-of-pocket maximum. Only out-of-pocket costs for out-of-network services apply to the out-of-network out-of-pocket maximum.

² The family deductible can be met through any combination of family members for all plans. No one member will be required to meet more than the single deductible amount to receive benefits for covered services during a benefit period.

³ The family out-of-pocket maximum (OPM) can be met through any combination of family members. No one member will be required to meet more than the single OPM amount to receive benefits for covered services during a benefit period.

⁴ All costs waived when using an in-network or participating provider. One preventive exam with a separate gynecological exam per member per benefit period. Preventive care includes gynecological exam, preventive exam, screening mammography, well-child care and newborn care. One preventive exam with separate gynecological exam per member per benefit period. Well-child care up to age 7 (includes normal newborn care, physical examinations, assessments and immunizations.)

⁵ Wellmark's preferred virtual visit partner is Doctor on Demand.

⁶ The primary care office copay applies to family practitioners, general practitioners, obstetricians/gynecologists, pediatricians, physicians' assistants and advanced registered nurse practitioners. This lower office copay also applies to in-network chiropractors, physical therapists, occupational therapists, and in some cases, mental health or chemical dependency visits. All other in-network practitioners are subject to the non-primary care office copay. The copay applies per practitioner, per visit.

⁷ Medicare Part D creditable coverage status applies for 2020 plan year only.

	2019 Current Plan	2020 Current Plan	Deductible Plan Additional Employer Responsibility
Current Employer Health Plan Premiums	\$ 188,759.87	\$ 208,368.66	
Current Employee Health Plan Premiums	\$ 33,310.57	\$ 36,770.94	
Optional Alt Plan 2020 Employer Premiums			\$ 161,532.48
Optional Alt Plan 2020 Employer Premiums			\$ 40,383.12
HRA 2019 Liability	\$ 76,500.00	\$ 76,500.00	\$ 135,000.00
Expended YTD 2019	\$ 33,518.12	\$ -	\$ -
Remaining Liability	\$ 42,981.88	\$ 76,500.00	\$ 135,000.00
% Usage YTD 2019	43.81%		
HSA 2019 Liability	\$ 25,500.00	\$ 25,500.00	\$ 17,000.00
Total Employer Health Ins Costs 2019 YTD	\$ 247,777.99		
Total Employee Health Ins Costs 2019 YTD	\$ 33,310.57		
25% Utilization 2020 Alt Plan			\$ 213,828.48
50% Utilization 2020 Alt Plan			\$ 247,578.48
75% Utilization 2020 Alt Plan			\$ 281,328.48
100% Utilization 2020 Alt Plan			\$ 315,078.48
Total Health Ins Liability	\$ 290,759.87	\$ 310,368.66	
Total General Fund Budget	\$ 3,116,350.00	\$ 3,275,430.00	\$ 3,275,430.00
Health Ins % of GF Budget	7.95%		
Health Ins Liability % of GF Budget	9.33%	9.48%	
Employer Increase from FY19 to FY20		\$ 19,608.79	
Employee Increase from FY19 to FY20		\$ 3,460.37	\$ 7,072.55
Increase from FY19 to FY20 at 25%			\$ (76,931.39)
Increase from FY19 to FY20 at 50%			\$ (43,181.39)
Increase from FY19 to FY20 at 75%			\$ (9,431.39)
Increase from FY19 to FY20 at 100%			\$ 24,318.61
Employee Deductible Single	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Employee Deductible Family	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Employees who hit deductible		6	



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: 11.4.2019
Re: Emergency Pump Purchase

Background: At the previous meeting the question of purchasing the remaining pumps that have been rented for emergency actions we discussed. Currently the city is still renting a 6” and 8” pump from Bierschbach. The purpose for the rentals has been because the Big Sioux River has remained high and in the event we would have to close the gates for the storm sewer system, and it rains inside the levee, we would be able to pump water out of the system and over the levee.

The buyout cost for the 6” pump would be \$17,826.80 and for the 8” pump would be \$41,902.28. These amounts are with the rental costs deducted from the original pricing which we have already paid. The City did purchase a 6” pump earlier this year for with the same financial structure. The pumps and the hoses would also need to be purchased, but because of what we have paid for those year to date there would be no costs associated with the hoses.

Through the rental period to date this year neither of these two pumps have had to be used. The river level on the Big Sioux never rose to the level that we had to close additional gates above our lowest gate.

Financial Consideration: Total cost for both pumps would be \$59,729.08

Recommendation: Administration would like Council’s thoughts on moving forward with the purchase of these pumps to save possible rental costs in future flooding events.

10/25/2019
9:12:47

BIERSCHACH EQUIPMENT & SUPPLY
RENTAL SERVICE CHARGE WORKSHEET

RNRB04R PAGE 1

Rusty

for your info

Contract

85099

Customer

8333 CITY OF NORTH SIOUX CITY
504 RIVER DR
NORTH SIOUX CITY SD 57049-1845

Equipment Description

26462 6" DRI-PRIME DIESEL PUMP
ISUZU A1E2X T4 DIESEL

Equipment Value

31,975.00

Rental Rate

2,106.00

Rental Service Charge

.01500

Date Out

3/14/2019

End of Month	Value Balance	Rental Service Charge	RSC Total	Purchase w/o tax	Invoice #	Invoice Date	Period Dates
1	29,869.00	448.04	448.04	30,317.04	557126	3/25/2019	3/14/2019 - 4/10/2019
2	27,763.00	416.45	864.49	28,627.49	558489	5/06/2019	4/11/2019 - 5/08/2019
3	25,657.00	384.86	1,249.35	26,906.35	559293	5/28/2019	5/09/2019 - 6/05/2019
4	23,551.00	353.27	1,602.62	25,153.62	560020	6/17/2019	6/06/2019 - 7/03/2019
5	21,445.00	321.68	1,924.30	23,369.30	561032	7/15/2019	7/04/2019 - 7/31/2019
6	19,339.00	290.09	2,214.39	21,553.39	562340	8/12/2019	8/01/2019 - 8/28/2019
7	17,233.00	258.50	2,472.89	19,705.89	563428	9/09/2019	8/29/2019 - 9/25/2019
8	15,127.00	226.91	2,699.80	17,826.80	564558	10/07/2019	9/26/2019 - 10/23/2019

Contract 85099

Customer 8333
 CITY OF NORTH SIOUX CITY
 504 RIVER DR
 NORTH SIOUX CITY SD 57049-1845

Equipment Description 26346
 8" PRI PRIME DIESEL PUMP
 JCB TC4E-93 ENGINE

Equipment Value 65,000.00

Rental Rate 3,618.00

Rental Service Charge .01500

Date Out 3/14/2019

End of Month	Value Balance	Rental Service Charge	RSC Total	Purchase w/o tax	Invoice #	Invoice Date	Period Dates
1	61,382.00	920.73	920.73	62,302.73	557126	3/25/2019	3/14/2019 - 4/10/2019
2	57,764.00	866.46	1,787.19	59,551.19	558489	5/06/2019	4/11/2019 - 5/08/2019
3	54,146.00	812.19	2,599.38	56,745.38	559293	5/28/2019	5/09/2019 - 6/05/2019
4	50,528.00	757.92	3,357.30	53,885.30	560020	6/17/2019	6/06/2019 - 7/03/2019
5	46,910.00	703.65	4,060.95	50,970.95	561032	7/15/2019	7/04/2019 - 7/31/2019
6	43,292.00	649.38	4,710.33	48,002.33	562340	8/12/2019	8/01/2019 - 8/28/2019
7	39,674.00	595.11	5,305.44	44,979.44	563428	9/09/2019	8/29/2019 - 9/25/2019
8	36,056.00	540.84	5,846.28	41,902.28	564658	10/07/2019	9/26/2019 - 10/23/2019



City Council MEMO

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

To: Mayor Fredericksen
Council Members
From: Mike Hamm
Date: 10/31/2019
Re: Alcohol License Applications

Background: The following applications have been received from businesses requesting to renew their Alcohol Licenses for 2020. The City fees have been paid and the sales and unemployment taxes are current.

Bet On Brown, Inc. (Freeway Clark, Goode To Go)
Brown Aces (Sugar Daddy's)
Four Horsemen, LLC (Triple Crown Casino)
Waddy's LLC (Whistlestop Casino)
The Glass Palace/Glass Slipper, Inc. (The Glass Palace/ Glass Slipper)
Intrepid Ventures Operating, LLC (Casino Monaco)
She Be, Inc. (Beano & Sherry's Saloon)
Worldwide Holdings, Inc. (VIP Lounge)
Zort Bros, Inc. (Zort's Prime Time)

Financial Consideration: Increase licensing revenue and sales tax revenue.

Recommendation: Recommend the approval of the applications.

/mjh

Date Received _____
Date Issued _____

2020

License No. RW-6455

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

WORLD WIDE HOLDINGS INC
416 E ASPEN DR
SIOUX FALLS, SD 57105

Owner's Telephone#: _____

B. Business Name and Address

Lic # RW-6455
VIP GAMING LOUNGE
103 RIVER DR
NORTH SIOUX CITY, SD 57049-3088

Business Telephone #: (605) 232-0033

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this License in active use? Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
 Yes No **If Yes, please list on the back page.**

Place of business is located in a municipality? Yes No

County: Lincoln

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

Are real property taxes paid to date? Yes No

D. Legal description of licensed premise:

14-89-48 Lots 2, 3, & 4 Brunson
Add N Sioux City Less Rasmussen Aitch
Less
Part of Lot 4 Lying N
Parcel 05-05-14-1005 05618

Have you ever been convicted of a felony? Yes No

E. State Sales Tax Number: 1017-0420-STC

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

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

Date 10-22-19 Print Name Rick Law Signature [Signature]

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2020

License No. RW-20081

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

INTREPID VENTURES OPERATING LLC
416 E ASPEN DR
SIOUX FALLS, SD 57105-6941

Owner's Telephone#: (605) 333-0515

B. Business Name and Address

Lic # RW-20081
CASINO MONACO STE 1
210 MILITARY RD
NORTH SIOUX CITY, SD 57049-3170

Business Telephone #: 605-333-0515

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this License in active use? Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
 Yes No **If Yes, please list on the back page.**

Place of business is located in a municipality? Yes No

County: Lincoln

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

Are real property taxes paid to date? Yes No

D. Legal description of licensed premise:

Lots A Lots 1-8 Block 1 Grabber Park Addition US: Sioux City

Have you ever been convicted of a felony? Yes No

E. State Sales Tax Number: 1025-5603-51

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

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

Date 10-22-19 Print Name Rick Law Signature [Signature]

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2020

License No. RW-6587

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

THE GLASS PALACE/GLASS SLIPPER, INC
~~430 HIGHWAY 105 N~~ 211 MILITARY ROAD
NORTH SIOUX CITY, SD 57049-3023

B. Business Name and Address

Lic # RW-6587
THE GLASS PALACE II
127 WATIER ST
NORTH SIOUX CITY, SD 57049-3023

Owner's Telephone#: (605) 232-~~4393~~ 4018

Business Telephone #: (605) 232-4018

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: UNION

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

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

LOTS 1, 2 & 3 BLOCK 8
ORIGINAL N. SIOUX CITY
SECTION 14
TOWNSHIP 89N RANGE 48

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
 Yes [] No **If Yes, please list on the back page.**

Have you ever been convicted of a felony? Yes No
CONSOL. SALES MASTER 1030-8336-STM C

E. State Sales Tax Number: 1030-8227-ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-23-19 Print Name DENNIS BURNIGHT Signature Dennis Burnight

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____
11-04-19

Please complete reverse side

Date Received _____
Date Issued _____

2020

License No. RW-6593

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

THE GLASS PALACE/GLASS SLIPPER, INC
430 HIGHWAY 105 N 211 MILITARY ROAD
NORTH SIOUX CITY, SD 57049-3023

Owner's Telephone#: (605) 232-4393 4018

B. Business Name and Address

Lic # RW-6593
THE GLASS SLIPPER
110 MAIN ST
NORTH SIOUX CITY, SD 57049-3113

Business Telephone #: 605-232-4018

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
 Yes [] No **If Yes, please list on the back page.**

Place of business is located in a municipality? Yes [] No

County: UNION

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

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

LOTS 1, 2, & 3 BLOCK 8
ORIGINAL N. SIOUX CITY
SECTION 14
TOWNSHIP 89N RANGE 48

Have you ever been convicted of a felony? Yes [] No
PAID UNDER MASTER # 1030-8336-STM

E. State Sales Tax Number: 1030-8228-STA

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title35 SDCL, as amended.

Date 10-23-19 Print Name DENNIS BURNIGHT Signature Dennis Burnight

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____

2020

License No. RL-6239

Date Issued _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

SHE BE INC
PO BOX 2025
NORTH SIOUX CITY, SD 57049-2025

B. Business Name and Address

Lic # RL-6239
BEANO & SHERRYS SALOON
200 MILITARY ROAD
NORTH SIOUX CITY, SD 57049-0000

Owner's Telephone#: _____

Business Telephone #: (605) 232-9077

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: Union County

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

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

lots 1-2-3 and a plat of outlot 1 and outlot 2 and NW 1/4 of outlot 3 all in Govt lotless Hart Tract 2 19-89-48

Is this License in active use? Yes [] No

Have you ever been convicted of a felony? [] Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? [] Yes [] No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1030-S122-STMC

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10/21/19 Print Name Kimberly Luker Signature 

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant
11-04-19

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2020

License No. RW-6588

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

BET ON BROWN INC
PO BOX 1757
NORTH SIOUX CITY, SD 57049-1757

B. Business Name and Address

Lic # RW-6588
GOODE TO GO
1301 RIVER DR SUITE B
NORTH SIOUX CITY, SD 57049-3015

Owner's Telephone#: 712-251-8105

Business Telephone #: 712-251-8105

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: Union

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

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

LOT SE 1/4, NW 1/4 OUTLCC NSC
Less lot H-1 5/20 Acres, Sec 15
T89/R48

Is this License in active use? Yes [] No

Have you ever been convicted of a felony? Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? Yes [] No If Yes, please list on the back page.

E. State Sales Tax Number: 1030-8680-ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-24-19 Print Name James Brown Signature James Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority

vote recommends the approval and granting of this license and certifies that requirements as to local jurisdiction, fees, and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

DUSTIN CHARTIER
NOTARY PUBLIC
SOUTH DAKOTA
MY COMMISSION EXPIRES 6/6/25

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2020

License No. PL-4734

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

BET ON BROWN INC
1301 RIVER DR
NORTH SIOUX CITY, SD 57049

Owner's Telephone#: 712-251-8165

B. Business Name and Address

Lic # PL-4734
GOODE TO GO
1301 RIVER DR
NORTH SIOUX CITY, SD 57049

Business Telephone #: 712-251-8165

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? [] Yes [] No

County: Union

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

Are real property taxes paid to date? [] Yes [] No

D. Legal description of licensed premise:

lot C SE 1/4, NW 1/4 outlet NSC
less lot H-1 5/28 acres, sec 15
T8N / R48

Is this License in active use? [] Yes [] No

Have you ever been convicted of a felony? [] Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[] Yes [] No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1030-8671-57

F. New license? _____ Transfer? (\$150) _____ Re-issuance? []

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-24-19 Print Name James Brown Signature James Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority

vote recommends the approval and granting of this license and certifies that requirements as to _____ and applicant have been reviewed and conform to the requirements of local and South Dakota law.
Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

DUSTIN CHARTIER
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
MY COMMISSION EXPIRES 6/16/25

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant **STATE LIQUOR AUTHORITY: APPROVAL** _____ **REVIEW** _____

11-04-19

Please complete reverse side

Date Received _____
Date Issued _____

2020

License No. PL-4725

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

BET ON BROWN INC
PO BOX 1757
NORTH SIOUX CITY, SD 57049-1757

Owner's Telephone#: 712-251-8165

B. Business Name and Address

Lic # PL-4725
FREEWAY CLARK
1312 RIVER DR SUITE D
NORTH SIOUX CITY, SD 57049-3000

Business Telephone #: 712-251-8165

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? [] Yes [] No

County: UNION

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

Are real property taxes paid to date? [] Yes [] No

D. Legal description of licensed premise:

CITGO lot of Block 1, east south 202 ft of SODRAK PARK, 1st Add, in the NW 6.5 3/4 of sec 15 / T89N / R18W / 54pm of NSE, SD, UNION

Is this License in active use? [] Yes [] No

Have you ever been convicted of a felony? [] Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? [] Yes [] No If Yes, please list on the back page.

E. State Sales Tax Number: 1030-8672-ST

F. New license? _____ Transfer? (\$150) _____ Re-issuance? []

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-24-19 Print Name James Brown Signature James Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority

vote recommends the approval and granting of this license and certifies that requirements as to location and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

DUSTIN CHARTIER
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
MY COMMISSION EXPIRES 6/6/25

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2020

License No. RW-7576

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

BET ON BROWN INC
PO BOX 1757
NORTH SIOUX CITY, SD 57049-1757

B. Business Name and Address

Lic # RW-7576
HIDEAWAY CASINO #2
1312 RIVER DR SUITE C
NORTH SIOUX CITY, SD 57049

Owner's Telephone#: 712-251-8105

Business Telephone #: 712-251-8105

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: UNION

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

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

CITGO lot of block 1, less south 202 ft of Soudrak Park, 1st Addition, in the new 6-6314 of SEC 15/T89N/R 48W 5th pm of T89C. SD. UNION

Is this License in active use? Yes [] No

Have you ever been convicted of a felony? [] Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? Yes [] No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1030.8673.ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10.24-19 Print Name JAMES BROWN Signature James Brown

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

Dustin Chartier
DUSTIN CHARTIER
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
MY COMMISSION EXPIRES 6/16/25

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2020

License No. RL-6325

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

BROWN ACES INC
100 MILITARY RD STE 6325
NORTH SIOUX CITY, SD 57049-3169

B. Business Name and Address

Lic # RL-6325
SUGAR DADDYS STE 6325
100 MILITARY RD STE 6325
NORTH SIOUX CITY, SD 57049-3169

Owner's Telephone#: 712 251-8105

Business Telephone #: 712-251-8105

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? [] Yes [] No

County: Union

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

Are real property taxes paid to date? [] Yes [] No

D. Legal description of licensed premise:

NE 1/4 of outlet 5 Garf lot 2
Sec 14/T89N/R48 W1/2 of 1/4 SW
PM. NSC. SD

Is this License in active use? [] Yes [] No

Have you ever been convicted of a felony? [] Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? [] Yes [] No If Yes, please list on the back page.

E. State Sales Tax Number: 1030-5321-STC

F. New license? _____ Transfer? (\$150) _____ Re-issuance? []

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-24-19 Print Name James Brown Signature James Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority

vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

Dustin Chartier
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
MY COMMISSION EXPIRES 6/6/25

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2020

License No. RW-7500

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

BROWN ACES INC
PO BOX 1757
NORTH SIOUX CITY, SD 57049-1757

Owner's Telephone#: 712 251-8105

B. Business Name and Address

Lic # RW-7500
SUGAR DADDY'S
100 MILITARY RD
NORTH SIOUX CITY, SD 57049-3169

Business Telephone #: 712-251-8105

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this License in active use? [] Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? [] Yes [] No **If Yes, please list on the back page.**

Place of business is located in a municipality? [] Yes [] No

County: Union

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

Are real property taxes paid to date? [] Yes [] No

D. Legal description of licensed premise:

NE 1/4 of outlet 5 Box 1072
Sec 14 / T89 N / R48 west of the 6th pm
NSC SD

Have you ever been convicted of a felony? [] Yes [] No

E. State Sales Tax Number: 1030.5326-ST

F. New license? _____ Transfer? (\$150) _____ Re-issuance? []

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10-24-19 Print Name James Brown Signature James Brown

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority

vote recommends the approval and granting of this license and certifies that requirements as to location and conditions of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

DUSTIN CHARTIER
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
MY COMMISSION EXPIRES 6/6/25

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2020

License No. RW-6559

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

FOUR HORSEMEN LLC
PO BOX 88250
SIOUX FALLS, SD 57109

Owner's Telephone#: (605) 334-8905

B. Business Name and Address

Lic # RW-6559
TRIPLE CROWN CASINO
108 N MILITARY RD
NORTH SIOUX CITY, SD 57049

Business Telephone #: (605) 232-4038

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
 Yes [] No **If Yes, please list on the back page.**

Place of business is located in a municipality? Yes [] No

County: Union

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

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

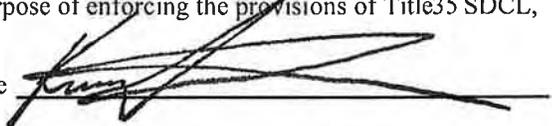
Southeast half of outlet 3 and all of outlet 4 except lot E12 in government lot 2 of 14-89-48

Have you ever been convicted of a felony? [] Yes No

E. State Sales Tax Number: 1011-5620-ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title35 SDCL, as amended.

Date 10/22/19 Print Name Kirby Muilenburg Signature 

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant **STATE LIQUOR AUTHORITY: APPROVAL** _____ **REVIEW** _____

Date Received _____

2020

License No. RW-6407

Date Issued _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

WADDY'S LLC
200 RIVER DR PO Box 257
NORTH SIOUX CITY, SD 57049-3121
Hudson 57034

Owner's Telephone#: 712-551-6969

B. Business Name and Address

Lic # RW-6407
WADDY'S WHISTLESTOP CASINO
200 RIVER DR
NORTH SIOUX CITY, SD 57049-3121

Business Telephone #: 605-232-4867

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
 Yes [] No **If Yes, please list on the back page.**

Place of business is located in a municipality? Yes [] No

County: Union

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

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

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

Have you ever been convicted of a felony? [] Yes No

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

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10/24/19 Print Name Adam Waterman Signature _____

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2020

License No. RL-20952

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

ZORT BROS INC
105 S Derby Ln.
~~105 S Derby Ln.~~
NORTH SIOUX CITY, SD 57049-0350

Owner's Telephone#: 712-281-4009

B. Business Name and Address

Lic # RL-20952
ZORTS PRIME TIME CASINO
105 S DERBY LN
NORTH SIOUX CITY, SD 57049

Business Telephone #: (605) 232-9029

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: Union

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

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

Lot 1 of lot A Block replat Taylor Tract 1 of section NE 1/4 Section 15 Township 89 Range 48W

Is this License in active use? Yes [] No

Have you ever been convicted of a felony? [] Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? Yes [] No **If Yes, please list on the back page.**

E. State Sales Tax Number: 1015-2560 st

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title35 SDCL, as amended.

Date _____ Print Name _____ Signature _____

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant **STATE LIQUOR AUTHORITY: APPROVAL** _____ **REVIEW** _____



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 the 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 take.

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 consideration 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.

JEO Project Status Report

11-04-19

To: City of North Sioux City

Date: October 29, 2019

Report Prepared By: Ethan E. Joy, PE



JEO #	Project	Funding Source #	Current Status	JEO Action	City Action	Schedule
R161479	Big Sioux River Levee Certification Evaluation	Local funds	JEO has reviewed the maps and submitted minor comments to FEMA via City Staff		None at this time	
R182001	Military Road Drainage Structure	Local funds	Project complete except for restoration of easement area		Need City direction on final restoration of easement area and agreement with property owner	
R160368	Military Road Bridge Reconstruction	Sioux City Project	Bridge is open, work continuing on Military Road. Expect that entire project will not be completed in 2019 and will extend into 2020		None at this time	Road completion date anticipated Late Spring 2020
R190926	Wastewater Study Addendum and Rate Study	Local Funds	60% PER complete and in internal review, draft rate study to be completed in a week		None at this time	Wastewater Study Due: November 12, 2019 Rate Study due: January 10, 2020
R190597	Northshore Sewer CIPP	Local Funds	Project out to bid.		None at this time	Bids to be received on November 5 th .

Items in red are new from the previous report

Thank you.

Ethan E. Joy, PE
Branch Manager

Your Goals, Our Team, One Vision



UNAPPROVED MINUTES
North Sioux City Planning Commission
October 23, 2019

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

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

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

Motion by Mitchell, second by Olson to approve the October 9, 2019 minutes as presented. All members present voted aye.

New Business:

Conditional Use Hearing – Non Traditional Business in Heavy Industrial zoning – Thrive Fitness

Streeter opened the hearing at 4:01 p.m.

Thrive Fitness is operating a fitness center in a heavy industrial zoning until the new zoning map becomes available.

Motion by Holbrook second by Linden to close the hearing at 4:06 pm.

Motion by Holbrook second by Linden to approve a 1-year Conditional Use Permit.

Holbrook, Aye; Mitchell, Aye; Linden, Aye; Olson, Aye; Streeter, Aye

Commercial Addition - Building Permit – American Fireworks / work done by Astro Buildings
202 S Derby Lane

Motion by Mitchell second by Linden to approve building permit as presented.

All members present voted aye.

Other Business: Remodel/Deck: 805 Campbell St / New Home: 525 Lakeshore Dr

Motion by Mitchell, second by Linden to adjourn at 4:11 p.m. All members present voted aye.

Dated this October 23, 2019

Jennifer Roupe

Finance Assistant