



Regular Meeting of the City Council

November 18, 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: November 4, 2019 Regular Meeting
- F. Agenda Items
 - 1. Levee Culvert Repair Issue
 - 2. Service line – National League of Cities
 - 3. FY2020 Insurance
 - 4. Server Purchase
 - 5. Bid – CIPP Lining Award
 - 6. Resolution 2019-04 - South Derby Speed Limit
 - 7. Alcohol Licenses
- G. Community and Council Input
 - 1. Community Chili Feed – Dec. 8th, 4:30pm-6:30pm
 - 2. Senior Center Thanksgiving Meal – Nov. 27th, 12:00pm (Call to RSVP)
- H. Executive Session*
 - 1. Contractual
 - 2. Personnel
- I. Approval of Bills
- J. Adjournment

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
November 04, 2019

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

Mayor Fredericksen led the Pledge of Allegiance.

Motion by Parks, second by Green to approve the amended agenda and adding contractual to executive session. All members present voted aye.

Motion by Green, second by Benson to approve the minutes from the October 21, 2019 Council Meeting. All members present voted aye.

Jeff Rabbitt was on hand to express his concerns with the Council about his portion of property that was used during the levee repairs. Dan Parks ask if the City had heard anything back on the FEMA reimbursement. Ted Cherry stated he believed this would be a reimbursable FEMA expense. Mayor Fredericksen asked if that all goes to grass how would the city access the flood gate. Slater stated it would be in the city's best interest to pursue an easement. Parks asked if the city put in grass would that satisfy the issue. Rabbitt said in his original statement was for the city to put in grass in that area and continue around the building by removing the asphalt and putting in grass. Rabbitt asked City Attorney Darrell Jesse what like condition meant. Jesse stated that would be up to a judge or jury to determine. Rabbitt asked if the Council setting was the right place to negotiate or should there be a sub committee made up of 2 or 3 Council members and himself. Parks said that the best thing to do is to have the Council consider their options and then they can come back to Rabbitt with what they propose.

A discussion was held on the city employee's health insurance. Cherry provided the Council with a memo that stated what the Administration recommends. The memo stated the following: Remain on the same dental and life policies, 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 HAS contribution to \$500/\$1,000, and increase the employee contribution to 20%. Cherry said he did look at the Avera and Sanford plans but with St Luke going under the Sanford umbrella that they would not recognize the Avera health plans. Cherry stated that the employee cost would increase by \$11 to \$35 a month. Slater stated that the Councils decision to move to the HRA plan last year has turned out well and that he would support the recommendations. Cropley said she struggles with an HRA reimbursement of 67% of the deductible. Cropley asked what date the Council needed to decide by. Pat Berger from Principal Securities said the drop-dead date was December 15th, 2019 but to give ample time to employees he said he would recommend December 1st, 2019. Cropley said her concern was once you give more HRA how do you take it back. Cropley also stated that she is not comfortable with deciding on this without a full Council. Parks asked if we could look at doing a percentage of the HRA instead of a fixed rate. Slater said he is comfortable with the recommendations because the city is saving money and the employees are taking on more of the risk.

Motion by Slater, second by Green, to approve the following recommendations from the Administration on the 2020 Health Plan for employees;

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

Roll call was taken. Benson, Blaeser, Green, and Slater voted aye. Cropley, Parks, and Mayor Fredericksen vote nay. Motion failed by lack of majority vote.

Motion by Slater, second by Parks to approve purchasing 2 storm sewer pumps that the city is currently renting at a cost of \$59,729.08. All members present voted aye.

Motion by Parks, second by Benson to approve the following liquor licenses, with the stipulation that Zorts is signed at the bottom. All members present voted aye.

1. Bet on Brown, Inc.
2. Brown Aces
3. Four Horsemen
4. Waddy's LLC
5. The Glass Palace/Glass Slipper, Inc
6. Intrepid Ventures Operating, LLC
7. She Be, Inc.
8. Worldwide Holdings, Inc
9. Zort Bros, Inc

The Council took a five-minute recess at 8:55pm.

Regular session resumed at 9:00pm.

Motion by Cropley, second by Parks to approve the City Investment Policy. All members present voted aye.

Motion by Green, second by Parks to approve the City Document and Records Retention Policy. All members present voted aye.

Motion by Benson, second by Slater to approve the City Procurement Policy.

No Community Input.

Motion by Parks, second by Benson to move into executive session at 9:36pm to discuss personnel, contractual, and legal items. All members present voted aye.

Regular session resumed at 10:50pm.

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

ATMTC DOOR GRP	279.88	LIB-REP BRKN DOOR ARM
BEN FISH TIRE CO, INC	31.90	WTR TRUCK TIRE REP
RAMKOTA INN	2127.81	LODGING-CONF IN ABERDEEN (9)
BRSCBCH EQPMNT & SUPP	152.35	PAINT, FLAG (100), TRAFFIC CONE (6)
BLUE 360 MEDIA	735.93	SD CRMNL & TRAFFIC LAW BOOK (9)
BOMGAARS	850.58	SNOW FENCE (9), POST (25)
C. W. STR SVCS	3005.00	CH-RPLCD VRBL FRQNCY
CHERRY, TED	213.56	EXP REIMB
COLONIAL LIFE	81.86	10/11, 10/25 PREM
CRARY, HUFF, INKSTER, SHEEHAN	6344.25	LEGAL FEES
DEMCO, INC	64.31	LIB SUPPLIES
DRMWRKS COLLSN CTR	10164.11	2015 DODGE-CAR REP
THMPSN INNVTN	1630.00	TECH SUPPORT
FRMR BROS. CO.	83.30	SR CNTR-COFFEE (2 CS)
FOUR SEASONS	249.50	NOV2019 FITNESS CHGS
GILL HAULING	3021.60	FALL CLEAN UP
HAWKINS, INC	3806.36	CHLORINE (12)
HENKINSCHULTZ	201.00	BUSINESS CARDS-MONTAGNE
INGRAM LIB SVCS	2248.81	BOOKS (222)
JACK'S UNFRMS & EQPMNT	351.85	CLTHNG ALLWNC

JENSEN SPRNKLR	377.00	SPRNKLR BLOW OUT
JEO CNSLTING GROUP	9480.00	ENGINEERING FEES
JUNIOR LIB GUILD	810.54	BOOKS (48)
KAYL DESIGN	350.00	CMTRY-RMV & RESET MARKER
KOLETZKY IMPLMNT	228.00	GLASS-TIGER MWR WINDOW
MARX TRUCK TRILR SLS	5.44	SNOW PLOW GASKET
MICHAEL RICHTER	100.00	SR CNTR DPST RFND
MIDAMRCN ENERGY	10364.68	UTILITY CHGS
MOBOTREX, INC	131.00	MILITARY RD-TRAFFIC LIGHT
NEAL ANDERSON	35.00	VENDOR PERMIT RFND
OBAN CNSTRCTN INC	155.60	BULK WTR DPST RFND
ONE OFFICE SLTN	71.92	2020 CLNDRS (8)
RICK HNSN PLMBNG INC.	221.37	LIB-VACUUM TUBE
RVRSD TCHNLGS INC.	573.96	CLTHNG ALLWNC-CNCL (10)
SCHMBRG CMPNY	107.78	PARTS (18)
SCHOLASTIC INC	107.91	BOOKS (9)
SD DEPT OF HEALTH	534.00	BOD, COLI, SOLIDS
SIOUX CITY FENCE	2920.66	WTR PLANT-FENCE & GATE
SXLND TRAILER SLS	66.89	SNOW PLOW REP
SPARKLE & SHINE CLNG SVCS	1451.25	2019 CLNNG (4)
VERIZON WIRELESS	792.32	CELL CHGS (21 LINES)

Motion to adjourn by Parks, second by Benson at 10:51pm. 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: 11.18.2019
Re: Levee Repair – Rabbit Family Vision Lot

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

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

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

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

To clean out the are that was used during construction of all asphalt and then re-seed the area the cost would be approximately \$14,000. Costs associated with the work may be eligible for FEMA relief funding by the federal government pay up to 75%. The engineers do believe that the soil under the asphalt is good, and little to no dirt would need to be brought in to grade it correctly. 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.

A decision on the debris removal needs to be made so FEMA can be informed of that decision. Early December is the deadline for that portion of the reimbursement procedure.

Dan, Kodi, and Rodd met with Ted and Jeff to walk the area and get information on the project. Those Council members should bring some clarification to the discussion.

Financial Consideration: None at this time

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

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

AMENDED TEMPORARY CONSTRUCTION EASEMENT

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

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

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

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

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

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

1. Purpose of the Construction Easement:

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

2. Term of Construction Easement:

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

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

4. Conditions of Construction Easement:

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

5. Indemnification and Hold Harmless:

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

6. Insurance:

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

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

[SIGNATURE PAGES TO FOLLOW]

TRIPLE R REAL ESTATE, LLC



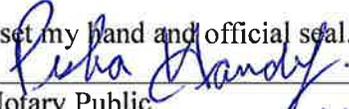
By: Jeff Rabbitt

Its: Manager

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the 27 day of August, 2019, before me, the undersigned officer, personally appeared Jeff Rabbitt, who acknowledged himself to be the Manager of Triple R Real Estate, LLC, a South Dakota limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Manager.

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



Notary Public

My Commission Expires: 11-27-23



CITY OF NORTH SIOUX CITY

By: Randy Fredericksen
Its: Mayor

ATTEST

Michael Hamm, Finance Officer

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the _____ day of August, 2019, before me, the undersigned officer, personally appeared Randy Fredericksen and Michael Hamm, who acknowledged themselves to be the Mayor and City Finance Officer of the City of North Sioux City, by the City Council on motion made and second, authorized Randy Fredericksen as Mayor and Finance Officer as City Finance Officer, to execute the foregoing document on behalf of the City of North Sioux City.

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

Notary Public
My Commission Expires: _____

EXHIBIT A

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

TEMPORARY CONSTRUCTION EASEMENT

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

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

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

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

1. Purpose of the Construction Easement:

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

2. Term of Construction Easement:

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

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

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

4. Conditions of Construction Easement:

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

5. Indemnification and Hold Harmless:

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

6. Insurance:

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

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

[SIGNATURE PAGES TO FOLLOW]

TRIPLE R REAL ESTATE, LLC

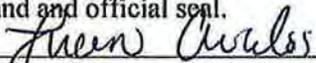


By: Jeff Rabbitt
Its: Manager

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the 21 day of February, 2019, before me, the undersigned officer, personally appeared Jeff Rabbitt, who acknowledged himself to be the Manager of Triple R Real Estate, LLC, a South Dakota limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Manager.

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



Notary Public
My Commission Expires 10/23/21


CITY OF NORTH SIOUX CITY


By: Randy Fredericksen
Its: Mayor

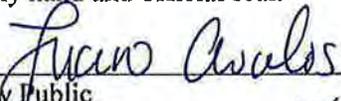
ATTEST


Ted Cherry, Finance Officer

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the 22 day of February, 2019, before me, the undersigned officer, personally appeared Randy Fredericksen and Ted Cherry, who acknowledged themselves to be the Mayor and City Finance Officer of the City of North Sioux City, by the City Council on motion made and second, authorized Randy Fredericksen as Mayor and Ted Cherry as City Finance Officer, to execute the foregoing document on behalf of the City of North Sioux City.

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


Notary Public
My Commission Expires: 10/23/21

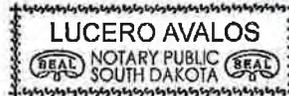
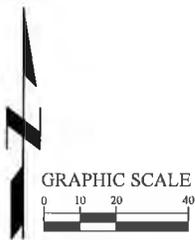
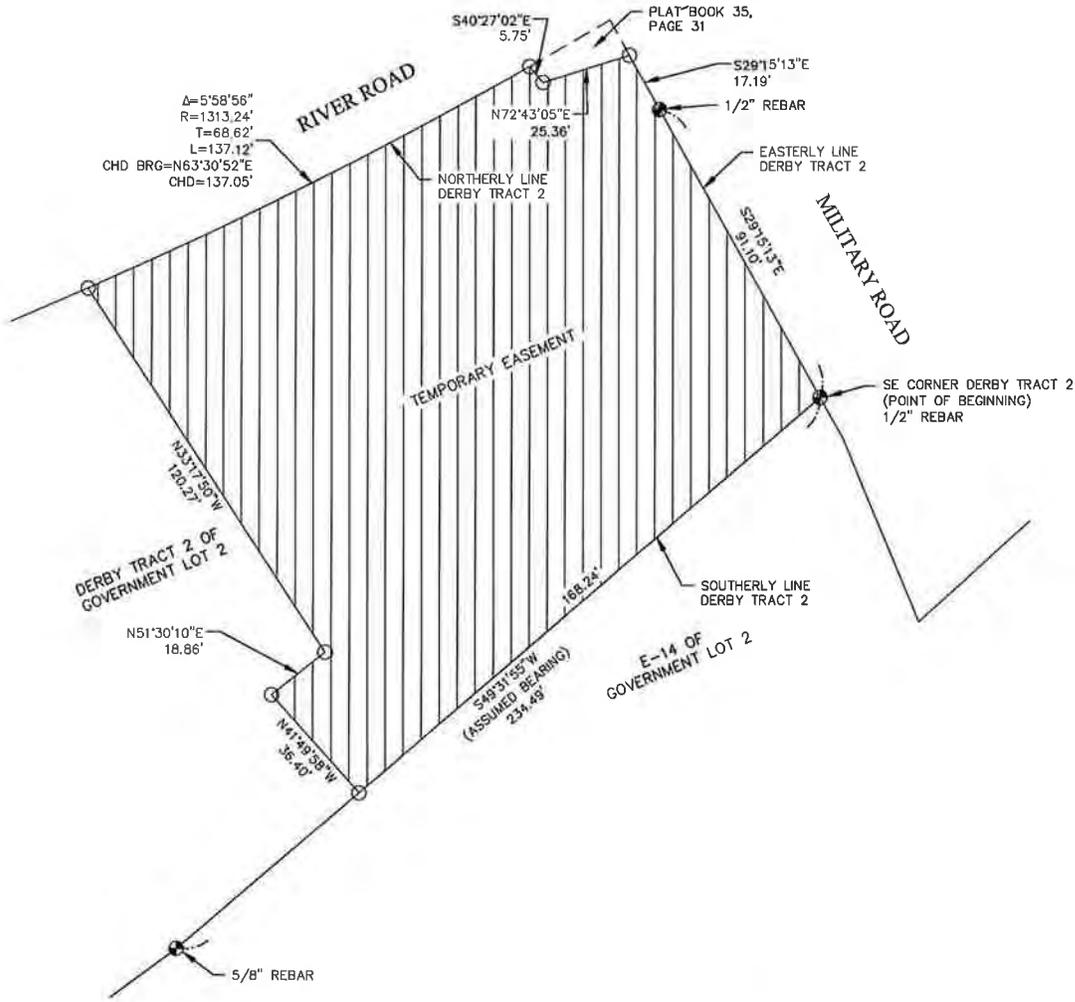


EXHIBIT A

TEMPORARY EASEMENT

PART OF DERBY TRACT 2 OF GOV'T LOT 2

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



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- 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:

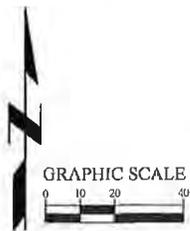
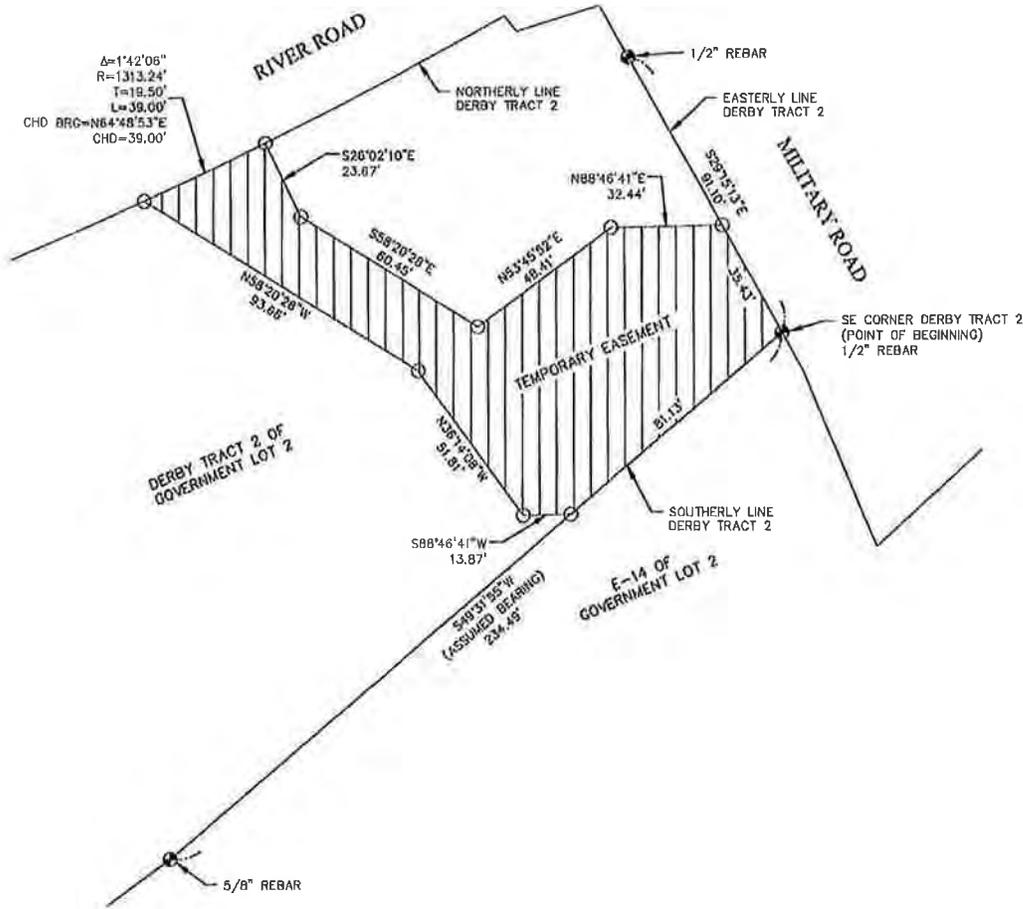
PART OF DERBY TRACT 2 OF GOVERNMENT LOT 2 IN SECTION 14, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE FIFTH P.M., UNION COUNTY, SOUTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID DERBY TRACT 2; THENCE S49°31'55"W (ASSUMED BEARING) ON THE SOUTHERLY LINE OF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



NOTE: ALL BEARINGS ARE ASSUMED.

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

TEMPORARY EASEMENT DESCRIPTION:

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

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

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

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



GRAPHIC SCALE
0 5 10 20
UNIT OF MEASURE IS FEET



PROJECT NO.	
DATE	11/13/2019
DRAWN BY	
FILE NAME	182001 EASEMENT.dwg
FIELD BOOK	
FIELD CREW	
SURVEY FILE NO.	
REVIEW BY	
REVIEW DATE	11.18.2019
REVISIONS	

00

2017
PRJ LINE 1
PRJ LINE 2
PRJ LINE 3
SURVEY RECORD













RIVER DR

MILITARY RD

11.18.2019

26

3006



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: 11.18.2019
Re: National League of Cities Service Line Program

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

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

Financial Consideration: N/A

Recommendation: Discussion only

NLC Service Line Warranty Program Highlights

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

PARTICIPATING CITIES (SAMPLE OF OVER 500)

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

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

CITY

- Provides non-tax revenue stream without any investment
- Reduces calls to City/Public Works when a homeowner's line fails
- Contractors undergo rigorous vetting process to ensure quality service
- Reduces costs associated with sending Public Works to residents' homes to assess lateral line issues
- Keeps money in the local economy by using contractors in the metro area
- Contractors must be current with insurance and required licenses

RESIDENTS

- Affordable utility line repair solution for families on a budget
- Educates homeowners about their service line responsibilities
- Prevents aggravation of having to find a reliable, reputable plumber
- Peace of mind - with one toll-free call a reputable plumber is dispatched
- Keeps money in the homeowner's pocket; without warranty, repairs cost from hundreds to thousands of dollars
- No service fees or deductibles and no paperwork or forms to complete

ACCOLADES & ACCOMPLISHMENTS



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

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

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

MARKETING AGREEMENT

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

RECITALS:

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

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

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

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

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

2. **City Obligations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

CITY OF NORTH SIOUX CITY

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

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

I. Initial Term. Three years

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

III. Products.

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

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

IV. Scope of Coverage.

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

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

City of North Sioux City, SD



ASHIWARSKI

Ashley Shiwarski

724-749-1097

ashiwarski@utilitysp.net



11.18.2019

WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



**BBB Torch Award for
Marketplace Ethics**

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



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

—Clarence Anthony, Executive Director
National League of Cities

PROGRAM BENEFITS

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



OUR SERVICE AND WHAT IT COVERS



SEWER/SEPTIC LATERAL
COVERAGE



WATER LINE
COVERAGE

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

Coverage includes:

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

OUR SERVICE AND WHAT IT COVERS



INTERIOR PLUMBING
AND DRAINAGE

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

Coverage includes:

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

MARKETING APPROACH

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



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

OVER 600 MUNICIPAL PARTNERS IN 38 STATES

...INCLUDING 5 IN THE STATE OF SOUTH DAKOTA

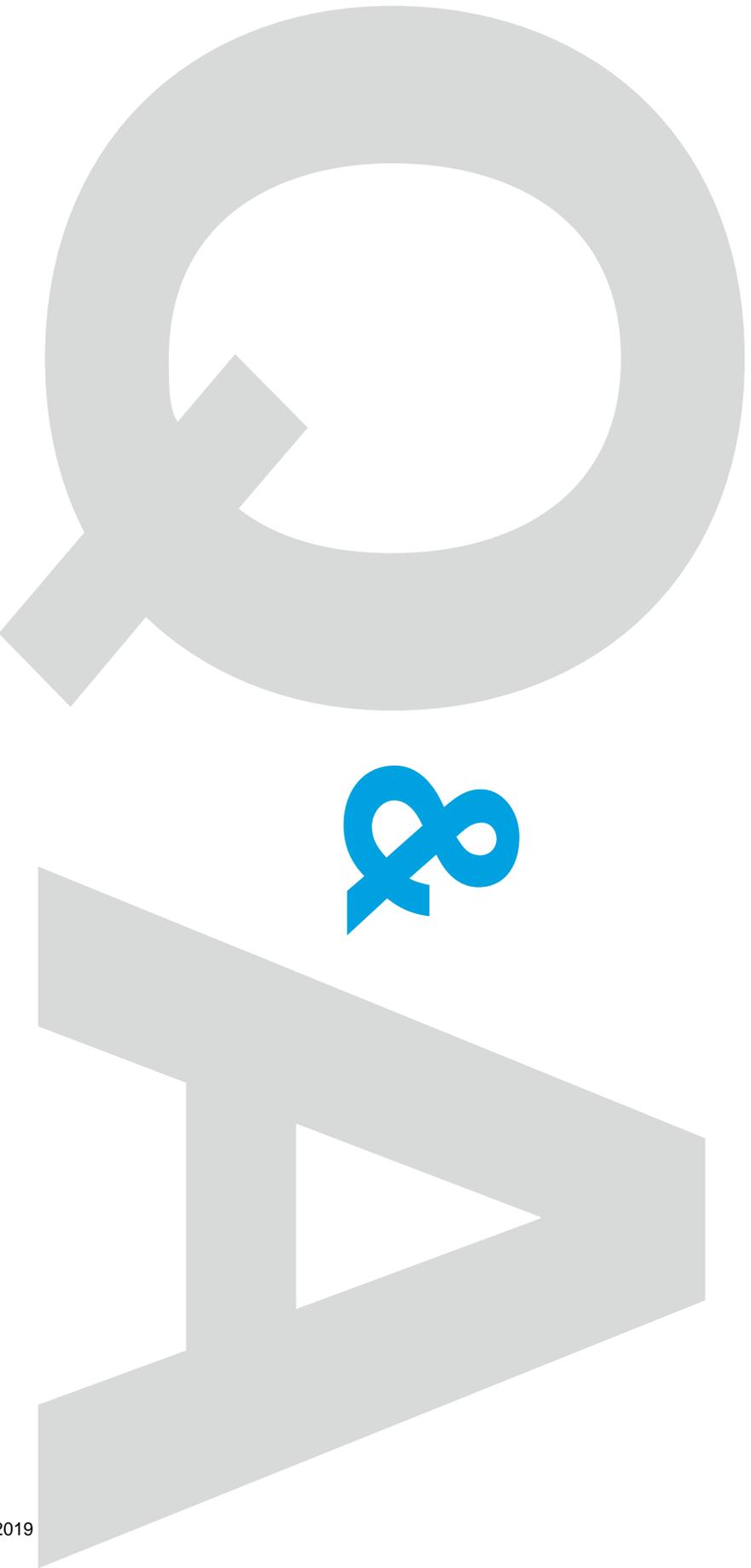
City of Aberdeen

City of Huron

City of Box Elder

City of Spearfish

City Of Rapid City



To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 11.18.2019
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/\$1,500 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 policies
- 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.

Additional information has been provided for the Council regarding different levels of HRA funding. The current recommendation is a 67% funded HRA, options for a 50% and 60% have been provided 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.

	2019 Current Plan	2020 Current Plan	Deductible Plan Additional Employer Responsibility	Deductible Plan Additional Employer Responsibility	Deductible Plan Additional Employer Responsibility
			City HRA Liability 50%	City HRA Liability 60%	City HRA Liability 67%
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	\$ 161,532.48	\$ 161,532.48
Optional Alt Plan 2020 Employer Premiums			\$ 40,383.12	\$ 40,383.12	\$ 40,383.12
HRA 2019 Liability	\$ 76,500.00	\$ 76,500.00	\$ 101,250.00	\$ 121,500.00	\$ 135,000.00
% Usage YTD 2019	45.00%				
HSA 2019 Liability	\$ 25,500.00	\$ 25,500.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
25% Utilization 2020 Alt Plan			\$ 205,318.98	\$ 210,381.48	\$ 213,756.48
50% Utilization 2020 Alt Plan			\$ 230,631.48	\$ 240,756.48	\$ 247,506.48
75% Utilization 2020 Alt Plan			\$ 255,943.98	\$ 271,131.48	\$ 281,256.48
100% Utilization 2020 Alt Plan			\$ 281,256.48	\$ 301,506.48	\$ 315,006.48
Total Health Ins Liability	\$ 290,759.87	\$ 310,368.66	\$ 279,782.48	\$ 300,032.48	\$ 313,532.48
Total General Fund Budget	\$ 3,116,350.00	\$ 3,275,430.00	\$ 3,275,430.00	\$ 3,275,430.00	\$ 3,275,430.00
Health Ins % of GF Budget	9.33%	9.48%	8.54%	9.16%	9.57%
Employee premium increase from FY19 to FY20		\$ 3,460.37	\$ 7,072.55	\$ 7,072.55	\$ 7,072.55
Employee avg yearly premium increase from FY19 to FY20		\$ 192.24	\$ 392.92	\$ 392.92	\$ 392.92
Employee deductible increase single (6)		\$ -	\$ 1,375.00	\$ 700.00	\$ 250.00
Employee deductible increase family (12)			\$ 2,750.00	\$ 1,400.00	\$ 500.00
Employee total liability increase single			\$ 1,767.92	\$ 1,092.92	\$ 642.92
Employee total liability increase family			\$ 3,142.92	\$ 1,792.92	\$ 892.92
Overall employee increased liability			\$ 48,322.55	\$ 28,072.55	\$ 14,572.55
Employer Increase from FY19 to FY20		\$ 19,608.79			
Increase from FY19 to FY20 at 25%			\$ (85,440.89)	\$ (80,378.39)	\$ (77,003.39)
Increase from FY19 to FY20 at 50%			\$ (60,128.39)	\$ (50,003.39)	\$ (43,253.39)
Increase from FY19 to FY20 at 75%			\$ (34,815.89)	\$ (19,628.39)	\$ (9,503.39)
Increase from FY19 to FY20 at 100%			\$ (9,503.39)	\$ 10,746.61	\$ 24,246.61

**BASE® Integrated HRA Analysis
City of North Sioux City**

50% Funded HRA.

The BASE® Integrated HRA is designed to reduce the overall group health insurance cost for the organization and its employees. This process is done by the employer funding part of the employee's deductible after the employee's portion has been met, through a Health Reimbursement Arrangement (HRA). The organization selects and maintains a group health insurance plan with lower premiums (due to a higher deductible) for its employees and partially insures coverage of a portion of the employees' costs. There is no pre-funding of the HRA balances. BASE® will maintain the HRA on behalf of the organization as their expense and claim administrator.

	Plan Name or Type	Insured Deductible	Monthly Premium	Annual Premium
Proposed Group Insurance Plan	Wellmark H.S.A. Bronze	\$6750 Employee \$13500 Family	\$16,826	\$201,916

Scenario A Coverage Type	Number of Employees	Insured Health Plan Deductible	Employee's Deductible Responsibility	Employer's Potential Deductible Responsibility ¹	Employer HRA Deductible @ 50% Exposure ²
Employee Only	6	\$6,750	\$3,375	\$3,375	\$1,688
Employee plus Family	12	\$13,500	\$6,750	\$6,750	\$3,375
Total				\$101,250	\$50,625

Scenario B Coverage Type	Number of Employees	Insured Health Plan Deductible	Employee's Deductible Responsibility	Employer's Potential Deductible Responsibility ¹	Employer HRA Deductible @ 60% Exposure ²
Employee Only	6	\$6,750	\$3,375	\$3,375	\$2,025
Employee Plus Family	12	\$13,500	\$6,750	\$6,750	\$4,050
Total				\$101,250	\$60,750

	Scenario A: 50% Exposure	Scenario B: 60% Exposure
Annual Health Premium	\$201,916	\$201,916
Potential HRA Reimbursement	\$50,625	\$60,750
H.S.A. Contributions	\$15,000	\$15,000
Wellmark Fees	\$180	\$180
Net Annual Premium	\$267,721	\$277,846
BASE - HRA Renewal	\$250	\$250
BASE - Annual Admin Fee	\$1,224	\$1,224
Total Annual Cost	\$269,195	\$279,320

This HRA Analysis is based off the renewal rates and proposals provided to BASE. This analysis is intended for illustration purposes only as claims utilization may alter the figures.

¹Total Employer's Potential Deductible Responsibility represents if all employees/employees plus family met their insured annual deductible during the plan year.

²Employer HRA Deductible Exposure represents the amount of employees that met their insured annual deductible during the plan year.



601 Visions Parkway • Adel, IA 50003 • P: 888.227.3105 • F: 888.560.7575 • www.baseonline.com

**BASE® Integrated HRA Analysis
City of North Sioux City**

60% Funded HRA

The BASE® Integrated HRA is designed to reduce the overall group health insurance cost for the organization and its employees. This process is done by the employer funding part of the employee's deductible after the employee's portion has been met, through a Health Reimbursement Arrangement (HRA). The organization selects and maintains a group health insurance plan with lower premiums (due to a higher deductible) for its employees and partially insures coverage of a portion of the employees' costs. There is no pre-funding of the HRA balances. BASE® will maintain the HRA on behalf of the organization as their expense and claim administrator.

	Plan Name or Type	Insured Deductible	Monthly Premium	Annual Premium
Proposed Group Insurance Plan	Wellmark H.S.A. Bronze	\$6750 Employee \$13500 Family	\$16,826	\$201,916

Scenario A					
Coverage Type	Number of Employees	Insured Health Plan Deductible	Employee's Deductible Responsibility	Employer's Potential Deductible Responsibility¹	Employer HRA Deductible @ 50% Exposure²
Employee Only	6	\$6,750	\$2,700	\$4,050	\$2,025
Employee plus Family	12	\$13,500	\$5,400	\$8,100	\$4,050
Total				\$121,500	\$60,750

Scenario B					
Coverage Type	Number of Employees	Insured Health Plan Deductible	Employee's Deductible Responsibility	Employer's Potential Deductible Responsibility¹	Employer HRA Deductible @ 60% Exposure²
Employee Only	6	\$6,750	\$2,700	\$4,050	\$2,430
Employee Plus Family	12	\$13,500	\$5,400	\$8,100	\$4,860
Total				\$121,500	\$72,900

	<i>Scenario A: 50% Exposure</i>	<i>Scenario B: 60% Exposure</i>
Annual Health Premium	\$201,916	\$201,916
Potential HRA Reimbursement	\$60,750	\$72,900
H.S.A. Contributions	\$15,000	\$15,000
Wellmark Fees	\$180	\$180
Net Annual Premium	\$277,846	\$289,996
BASE - HRA Renewal	\$250	\$250
BASE -Annual Admin Fee	\$1,224	\$1,224
Total Annual Cost	\$279,320	\$291,470

This HRA Analysis is based off the renewal rates and proposals provided to BASE. This analysis is intended for illustration purposes only as claims utilization may alter the figures.

¹Total Employer's Potential Deductible Responsibility represents if all employees/employees plus family met their insured annual deductible during the plan year.

²Employer HRA Deductible Exposure represents the amount of employees that met their insured annual deductible during the plan year.



**BASE® Integrated HRA Analysis
City of North Sioux City**

67% Funded HRA

The BASE® Integrated HRA is designed to reduce the overall group health insurance cost for the organization and its employees. This process is done by the employer funding part of the employee's deductible after the employee's portion has been met, through a Health Reimbursement Arrangement (HRA). The organization selects and maintains a group health insurance plan with lower premiums (due to a higher deductible) for its employees and partially insures coverage of a portion of the employees' costs. There is no pre-funding of the HRA balances. BASE® will maintain the HRA on behalf of the organization as their expense and claim administrator.

	Plan Name or Type	Insured Deductible	Monthly Premium	Annual Premium
Proposed Group Insurance Plan	Wellmark H.S.A. Bronze	\$6750 Employee \$13500 Family	\$16,826	\$201,916

Scenario A Coverage Type	Number of Employees	Insured Health Plan Deductible	Employee's Deductible Responsibility	Employer's Potential Deductible Responsibility ¹	Employer HRA Deductible @ 50% Exposure ²
Employee Only	6	\$6,750	\$2,250	\$4,500	\$2,250
Employee plus Family	12	\$13,500	\$4,500	\$9,000	\$4,500
Total				\$135,000	\$67,500

Scenario B Coverage Type	Number of Employees	Insured Health Plan Deductible	Employee's Deductible Responsibility	Employer's Potential Deductible Responsibility ¹	Employer HRA Deductible @ 60% Exposure ²
Employee Only	6	\$6,750	\$2,250	\$4,500	\$2,700
Employee Plus Family	12	\$13,500	\$4,500	\$9,000	\$5,400
Total				\$135,000	\$81,000

	Scenario A: 50% Exposure	Scenario B: 60% Exposure
Annual Health Premium	\$201,916	\$201,916
Potential HRA Reimbursement	\$67,500	\$81,000
H.S.A. Contributions	\$15,000	\$15,000
Wellmark Fees	\$180	\$180
Net Annual Premium	\$284,596	\$298,096
BASE - HRA Renewal	\$250	\$250
BASE - Annual Admin Fee	\$1,224	\$1,224
Total Annual Cost	\$286,070	\$299,570

This HRA Analysis is based off the renewal rates and proposals provided to BASE. This analysis is intended for illustration purposes only as claims utilization may alter the figures.

¹Total Employer's Potential Deductible Responsibility represents if all employees/employees plus family met their insured annual deductible during the plan year.

²Employer HRA Deductible Exposure represents the amount of employees that met their insured annual deductible during the plan year.



601 Visions Parkway • Adel, IA 50003 • P: 888.227.3105 • F: 888.560.7575 • www.baseonline.com

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-network ¹	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 care ⁴ screenings, immunizations, primary care office services	Free	Free
Virtual visit ⁵	Deductible applies	\$0 after deductible
Primary care office services ⁶	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 Coverage ⁷	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.



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: 11.18.2019
Re: Sewer CIPP Lining Project

Background: During the 10.7.2019 Council meeting the Council made the decision to move forward with the CIPP Lining Bid letting. The Bid opening was held on November 5th. There were seven total bids received. The CIPP Lining would put a lining through existing sewer pipes to ensure they are stable moving forward in the future.

The bid tabulations are presented later in the packet. As you can see from the tabulations page, only one company was able to get the work started in FY2019. As you may recall the budgeted amount in FY2019 was \$300,000. Due to pricing we would recommend moving the project to FY2020 with a supplemental budget after completion for the repairs line in the Sewer Fund. The change will save a significant amount of money.

The low bid was Midlands Contracting from Kearney, NE. JEO has worked with them before and recommends them. The alternate bid is not being recommended for award as the costs are much higher than expected. The alternate was to change out some connections to residences. This is not something we would normally do on a sewer project as the residents are responsible for the connection to the sewer main.

Financial Consideration: Sewer repairs to be undertaken in FY2020 with Midlands Construction in the amount of \$153,193.50.

Recommendation: Administration would recommend approval to move forward with the base bid amount in sewer repairs in the amount of \$153,193.50 in FY2020.



November 11, 2019

Mayor Randy Fredericksen and City Council Members
City of North Sioux City
504 River Drive
North Sioux City, SD 57049

RE: North Sioux City, North Dakota
2019 CIPP Sewer Improvements
Bid Tab Summary and Recommendation
JEO Project No. 190597

Dear Mayor Fredericksen and City Council Members:

On November 6, 2019 at 2:00 pm, bids were received and opened at the City offices for the 2019 CIPP Sewer Improvements project. The project consists of the rehabilitation of approximately 5,000 LF of 8" sanitary sewer with CIPP liner and additional TV inspection of up to 12,000 LF. Bid alternates include removal and replacement of 8" wye/tees and accompanying removal and replacement of surface pavement.

In summary, there were seven (7) total bidders on the project. The low bidder was Midlands Contracting, Inc. of Kearney, Nebraska, with a Base Bid amount of \$153,193.50 and a Bid Alternate of \$68,280.00. The Engineer's Opinion of Probable Cost for the project was estimated at \$202,000 for the base bid and \$40,000 for the bid alternate. A tabulation of the two lowest bids received is enclosed for your reference.

Based on the bids received, it is recommended that the City award a contract to Midlands Contracting, Inc., for the Group A Base Bid only, as the lowest, responsive, responsible bidder for a total bid amount of \$153,193.50. The bid for the alternate work is quite costly and can be deferred. Upon bid acceptance and award, we will notify the low-bid contractor and prepare the contracts for execution between the City and the Contractor.

Over the course of the next few weeks we will be requiring further action from the Village to proceed with the contracting process. As documents are sent to you, please arrange to obtain signatures as quickly as possible to ensure a process that proceeds expediently. The process is as follows:

- **Execution of a Contract by Contractor:** Upon notification from the City of award of the project, JEO will provide contract documents to the Contractor for signatures and execution. Once the Contractor has signed and returned these documents back to JEO with copies of their Certificate of Insurance, Performance and Payment Bonds, they will be forwarded to the City
- **Execution of a Contract by the City:** Upon a successful review of these documents by JEO, we will forward the Contract, Certificate of Insurance, Performance and Payment Bonds, and a Notice to Proceed to the City. If you would like to have the documents reviewed by your City Attorney, please let me know, and we will send copies of all contract documents, including a copy of the General Conditions and a copy of the insurance requirements for this project to the City Attorney for review, with a request to notify the City and JEO, in writing, upon completion of the review that all requirements have been

met. Although we recommend the City Attorney review these documents prior to execution by the City, this is not a formal requirement. It should also be noted that the motion to award a contract to the contractor does allow for the Mayor or other designated authority of the City to execute the Contract and the Notice to Proceed without further board action. Once the Contract and Notice to Proceed have been executed, please return all copies to JEO.

- **Issuance of Notice to Proceed:** Upon receipt of the signed Contract and Notice to Proceed from the City, JEO will send a copy of the signed documents to the Contractor.

As always, if you have any questions or concerns as we work through this process, please feel free to contact me at 402.494.7019 or by email at ejoy@jeo.com.

Sincerely,



Ethan Joy, P.E.
Project Manager

EJ/cam

Enclosures

- Bid Tab

190597 ltr 11.06.19 Letter of Recommendation of Award.doc



Bid Tab

PROJECT | 2019 CIPP Sewer Improvements

JEO PROJECT NO. | 190597.00

LOCATION | City of North Sioux City

LETTING | November 5, 2019 @ 2:00 PM

OPINION OF PROBABLE COST | Base Bid - \$202,000 and Bid Alternate - \$40,000

Bidder	Group A Base Bid	Bid Alternate #1	Total Group A & Bid Alternate #1	Start Date
Midlands Contracting, Inc. Kearney, NE	\$153,193.50	\$68,280.00	\$221,473.50	March 1, 2020
Hydro-Klean Des Moines, IA	\$164,968.00	\$114,796.00	\$279,764.00	Spring 2020
Municipal Pipe Tool Company Hudson, IA	\$188,566.00	\$111,690.00	\$300,256.00	April 1, 2020
Visu-Sewer Pewaukee, WI	\$207,731.60	No Bid	\$207,731.60	August 1, 2020
Sak Construction, LLC O'Fallon, MO	\$215,874.00	\$114,900.00	\$330,774.00	Within 30 Days
Insituform Technologies USA, LLC Chesterfield, MO	\$225,261.60	\$38,888.30	\$264,149.90	February 17, 2020
Granite Inliner, LLC, Minnesota Hugo, MN	\$290,090.00	No Bid	\$290,090.00	January 15, 2020



Tab Sheet

PROJECT | 2019 CIPP Sewer Improvements

JEO PROJECT NO. | 190597.00

LOCATION | City of North Sioux City

Midlands Contracting, Inc.	Hydro-Klean, LLC
----------------------------	------------------

GROUP A - BASE BID							
Item	Qty.	Unit	Description	Unit Price	Total	Unit	Total
1	1	LS	Mobilization		\$8,000.00		\$6,636.00
2	1	LS	Bonding and Insurance		\$100.00		\$3,500.00
3	7	EA	Removal of Protruding Tap	\$500.00	\$3,500.00	\$350.00	\$2,450.00
4	146	LF	8" Sanitary Sewer Main Root Cutting	\$0.75	\$109.50	\$10.00	\$1,460.00
5	5,148	LF	8" CIPP Sewer Lining	\$23.00	\$118,404.00	\$21.50	\$110,682.00
6	1	LS	By-Pass Pumping	\$300.00	\$300.00	\$2,500.00	\$2,500.00
7	92	EA	Reinstate Existing Sanitary Sewer Service Lateral	\$65.00	\$5,980.00	\$75.00	\$6,900.00
8	12,000	LF	Clean and Televise Sanitary Sewer Main	\$1.40	\$16,800.00	\$2.57	\$30,840.00
SUB-TOTAL - GROUP A BASE BID					\$153,193.50		\$164,968.00
BID ALTERNATE #1							
9	2	EA	Remove and Replace 8" Sanitary Wye/Tee	\$28,000.00	\$56,000.00	\$46,090.00	\$92,180.00
10	1	LS	Dewatering		\$9,000.00		\$4,400.00
11	32	SY	Remove Pavement	\$15.00	\$480.00	\$55.00	\$1,760.00
12	16	SY	7" Concrete Pavement	\$90.00	\$1,440.00	\$528.00	\$8,448.00
13	16	SY	5" Concrete Driveway	\$85.00	\$1,360.00	\$500.50	\$8,008.00
SUB-TOTAL - BID ALTERNATE #1					\$68,280.00		\$114,796.00
TOTAL GROUP A BASE BID AND BID ALTERNATE #1					\$221,473.50		\$279,764.00



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: 11.18.2019
Re: Resolution 2019-04

Background: Previously the Council took action to change the speed limit on South Derby Lane to 15mph. This was done for a few reasons. The first was that construction was happening in the area and having a higher speed limit was dangerous for the area at that time. The second was that there was no sidewalk for any pedestrian traffic to travel on safely. Construction on the South Derby Lane project is complete and with that a sidewalk was installed on the East side of the road.

Due to those issues being resolved the request is being made to increase the speed limit on South Derby Lane to 25mph.

Financial Consideration: Cost of signage and publication

Recommendation: Administration would recommend the approval of Resolution 2019-04.

**CITY OF NORTH SIOUX CITY
RESOLUTION 2019-04**

**A RESOLUTION SETTING THE SPEED LIMIT ON SOUTH DERBY LANE AT THE
CITY LIMIT MOVING SOUTH TO 35MPH.**

WHEREAS, South Derby Lane at the City Limit moving South is partially a residential street and a speed limit of 15mph has been set at this time; and

WHEREAS, a sidewalk was constructed on South Derby Lane to provide a safe walking path for any foot traffic on the road; and

WHEREAS, The City of North Sioux City has the responsibility to set the speed limit South Derby Lane from River Drive to the City Limit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA;

THAT, The speed limit on South Derby Lane at the City Limit moving South shall be set at 25mph.

AND FURTHER BE IT RESOLVED, THAT it is necessary and appropriate to install new signage to inform residents of these speed limit changes to increase the safety of the community

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

Dated this _____ day of _____, 2019

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: Mayor Fredericksen
Council Members
From: Mike Hamm
Date: 11/14/2019
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. All applications are filled out correctly and signed.

- 1.) Dakota Rose, Inc (Dakota Red's)
- 2.) Miller Liquor, Inc (Miller Liquor)
- 3.) J & U, Inc (Jims 129)
- 4.) Caseys Retail Company (Caseys General Store #3589)

Financial Consideration: Increase licensing revenue and sales tax revenue.

Recommendation: Recommend the approval of the applications.

/mjh

Date Received _____
Date Issued _____

2020

License No. PL-23876

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

CASEYS RETAIL COMPANY
PO BOX 3001
ANKENY, IA 50021

B. Business Name and Address

Lic # PL-23876
CASEY'S GENERAL STORE #3589
100 S DERBY LN
NORTH SIOUX CITY, SD 57049-3195

Owner's Telephone#: 515-965-6517

Business Telephone #: (515) 965-6517

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:

A PART OF LOT "S" OF THE NW 1/4 OF THE SE1/4 OF SECTION 15; AND ALSO TOGETHER WITH PART OF SAID NW 1/4 OF THE SE1/4 OF SECTION 15' ALL LOCATED IN TOWNSHIP 89 NORHT, RANGE 48 WEST OF THE 5TH P.M., UNION COUNTY, SOUTH DAKOTA, MORE PARTICULAR DESCRIBED AS FOLLOWS.

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: 1031-7125-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 Title35 SDCL, as amended.

Date 10/23/2019 Print Name JULIA L. JACKOWSKI, SECRETARY Signature Julia L. Jackowski

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 _____**

Please complete reverse side

Date Received _____
Date Issued _____

2020

License No. RL-5798

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

J & U INC
PO BOX 319
NORTH SIOUX CITY, SD 57049-0319

B. Business Name and Address

Lic # RL-5798
JIMS I29
104 SODRAC DR
NORTH SIOUX CITY, SD 57049-3153

Owner's Telephone# : (712) 898-9052

Business Telephone #: (605) 232-9885

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 D G out Lot 2 SW 1/4 of
the NW 1/4 Section 15
Township 89 Range 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: 1015-4243-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 11-4-19 Print Name JAMES POTRATZ Signature James Potratz

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. PL-4724

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

MILLER LIQUOR INC
PO BOX 98
NORTH SIOUX CITY, SD 57049-0098

B. Business Name and Address

Lic # PL-4724
MILLER LIQUOR
101 MILITARY
NORTH SIOUX CITY, SD 57049

Owner's Telephone#: (605) 232-9247

Business Telephone #: (605) 232-4616

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:

Just 9, 10, 11; Brunenau Addition;
Sector 14; Township 88;
Range 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: 1013-5702-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 11-4-19 Print Name Sharon Nilges 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-6432

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

DAKOTA ROSE INC
PO BOX 1083
NORTH SIOUX CITY, SD 57049

B. Business Name and Address

Lic # RW-6432
DAKOTA RED'S
103 MILITARY RD
NORTH SIOUX CITY, SD 57049-3088

Owner's Telephone#: 605-232-9247

Business Telephone #: (605) 232-3051

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 8 N 21 of 2019;
Bureau addition;
Section 14 Township 89;
Range 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: 1031-2227-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 11-4-19 Print Name Shaon Vilcas 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** _____

UNAPPROVED MINUTES
North Sioux City Planning Commission
November 13, 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: Carpenter, Holbrook, Linden, Mitchell and Streeter. Also in attendance were Building Inspector Gary Roan, City Administer Ted Cherry and Finance Assistant Jennifer Roupe.

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

Motion by Carpenter, second by Holbrook to approve the October 23, 2019 minutes as presented. All members present voted aye.

New Business:

Structure height discussion: Cherry informed at the current ordinance has a height restriction of 15ft for detached structures. Roan stated that most of the communities in Union County that a 1250sq ft. detached structure have 10ft. side walls with 16ft. height.

Motion by Linden, second by Holbrook to increase the height of detached structures to 16ft. and side wall to 10 ft. All members present voted aye.

Other Business: Addition: 220 S Derby Ln. / Addition: 950 Campbell St. / Fence: 508 S Flynn St. / New Home: 905 Lakeshore Cir.

Cherry update members on the progress of Lakeshore Estates. Advancement is happening on Lakeshore Cir getting dirt moved and fill in low spots for the development.

Motion by Linden, second by Carpenter to adjourn at 4:17 p.m. All members present voted aye.

Dated this November 13, 2019

Jennifer Roupe
Finance Assistant



Executive Summary October 2018:

North Sioux City Overview:

October was another great month, and we will continue to run Facebook and YouTube ads.

Our targeting will also stay the same to reach people in the surrounding areas near North Sioux City.

Facebook Overview:

The amount of impressions and clicks both went up in October! Impressions grew from about 20,900 in September to about 31,800 in October. The CTR also improved, and the CPC lowered from \$.50 to \$.20.

This is all very excellent to see. Your posts are getting seen and clicked on at a lower cost per action. It looks like video content published on social media contributed to these metrics in a big way. We recommend posting more content with video footage.

YouTube Overview:

For YouTube, we ran and will continue to run "Where You Want To Be" 30 second spot. Your ad received over 63,100 impressions, which means your ad was served that many times throughout October. Compared to last month, this is decreased by 43.7%.

Video view rate increased by 18% with an average rate of 21.93%. This mean that though we didn't serve as many impressions as the month before, more users are engaging with the video content. Quality views matter more than the quantity of views.

Most video views occurred around 8 p.m., and happened most often on a Saturday or Sunday. The demographic with the most video views is males 18-24, followed by males 25-34.

Next Steps:

We are really happy with how things are continuing to perform and will continue to monitor ads. We will plan on sending over a final November report. If you have any questions, please let us know!

Promoted Posts Overview - Facebook

Combined Data (7 promoted posts)

Impressions **31.8K**

Clicks **1,513**

CTR **5.6%**

CPC **\$0.2**

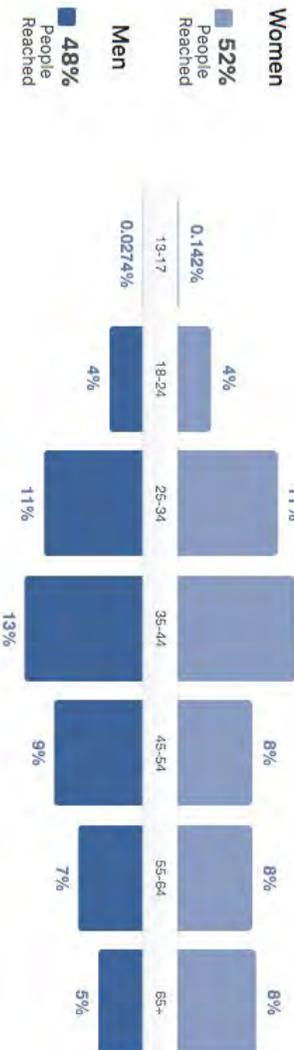
Impressions: The number of times your ads were on screen.

Clicks(all): The number of clicks on your ads.

CTR: The percentage of times people saw your ad and performed a click

CPC: The average amount spent for the cost per click.

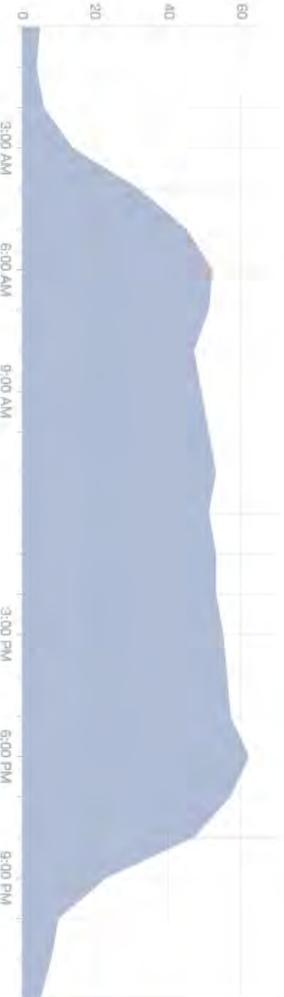
Overall Post Demographics



Post Engagement Based on Hour



TIMES



Top Performing Post

This post received the most engagement out of all the other promoted posts HS put together, with a total of **108 likes and 3 comments.**

It's good to see this post get a lot of interaction with a higher than normal CTR of **3.72%** as well.

North Sioux City Economic Development Corporation
Published by Kaitlin Brodeur [?], October 31 at 10:14 AM · 🌐
Have a safe and spook-tacular Halloween! #HappyHalloween #NorthSiouxCity

1,444 People Reached | 122 Engagements | Boost Again

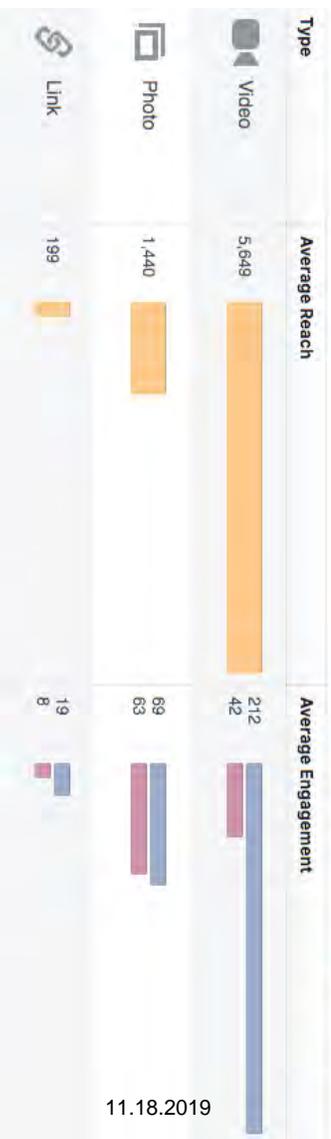
Boosted on Oct 31, 2019 By Kaitlin Brodeur

1,4K People Reached | 118 Post Engagement | View Results

Laura Crofut, Mary Kelley and 108 others | 3 Comments

Top Performing Post Types

Show All Posts



Overview - YouTube

Video Views

Video views ↓ -33.8% 13.8K	Clicks ↓ -52.3% 51.0
Impressions ↓ -43.7% 63.1K	Video view rate ↑ 17.7% 21.93%

Compared to September, the amount of video views, impressions, and clicks decreased slightly overall.

The video view rate increased by about 18%.

-Video View: Is counted when someone watches 30 seconds of your video (or the duration, if it's shorter than 30 seconds) or interacts with your video, whichever comes first.

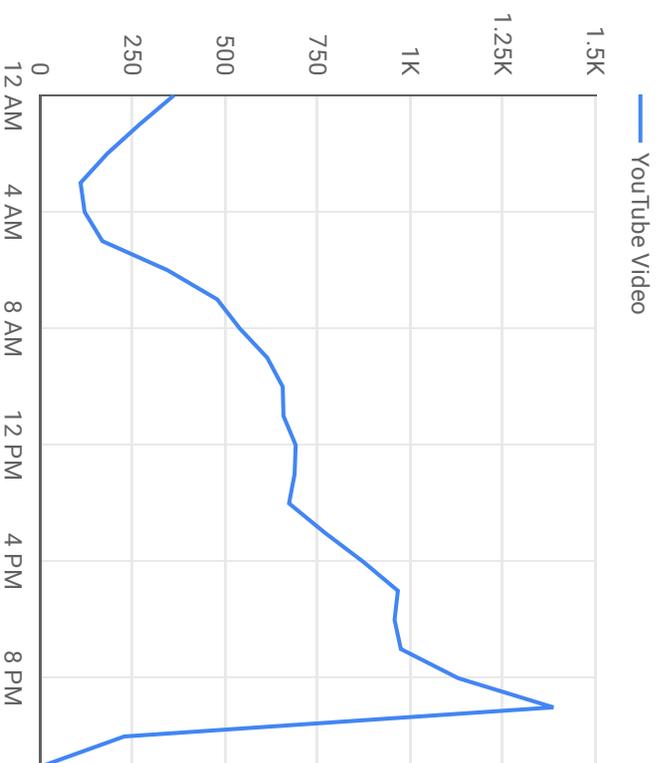
-Clicks: When someone clicks your ad, it's counted here.

-Impressions: An impression is counted each time your ad is served. Impressions help you understand how often your ad is being seen.

- Video View Rate: the percentage of people who watched your video. It equals the number of views your ad receives divided by the number of impressions.

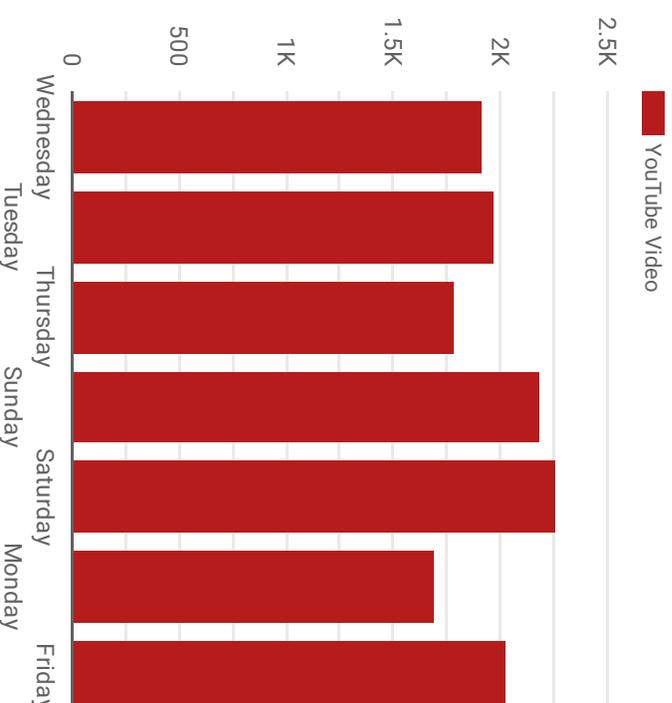
Video Views

By Hour of Day



Video Views

By Day of Week



Video Views

By Age & Gender

Age	Gender	Video views ...	Video view r...
1 Undetermined	Undeter...	3,226	21.35%
2 18to24	Male	1,712	20.79%
3 25to34	Male	1,569	22.7%
4 35to44	Male	1,091	21.48%
5 18to24	Female	747	18.2%
6 45to54	Male	587	19.96%
7 25to34	Female	555	21.75%
8 35to44	Female	538	23.05%
9 Undetermined	Male	499	18.94%

*Undetermined: Google cannot pick up data from this specific category due to individuals privacy settings and cookies.