Regular Meeting of the City Council

January 6, 2020 – 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: December 16, 2019 Regular Meeting
F. Agenda Items
   1. Splashpad Concept Presentation
   2. NLC Service Line Program
   3. Ordinance 2020-01 – Water Line Ownership
   4. Plat Lots 1 & 2 of Flynn Tract 8
   5. Municipal Elections – 2020 Vacancies
   6. 2020 Council Meeting Dates
   7. Legal Newspaper Designation
   8. Vendor Recurring Payments Approval
G. Community and Council Input
H. Executive Session*
   1. Personnel
I. Approval of Bills
J. Adjournment

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

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

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

Mayor Fredericksen led the Pledge of Allegiance.

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

Motion by Green, second by Benson, to approve the minutes from the December 2, 2019 Council Meeting. All members present voted aye.

Motion by Parks, second by Cropley, to approve Bayne Linden's request to step down as a permanent member of the Planning Commission and become an alternate member and to appoint Tony Carpenter to the Planning Commission. Carpenter Abstained. All other members present voted aye.

Motion by Cropley, second by Carpenter, to approve Resolution 2019-06 River Valley – Warranty Deed – Canterbury Circle. All members present voted aye.

RESOLUTION NO. 2019-06

RESOLUTION ACCEPTING THE DEED OF THE STREET AND RELATED RIGHT OF WAY FOR ONGOING PUBLIC USE AND MAINTENANCE OF THAT PART OF SOUTH CANTERBURY CIRCLE, BELMONT PARK AVENUE, AND NORTH CANTERBURY CIRCLE, CONTAINED WITHING AND DEPICTED ON THE PLAT OF LOTS 1 THRU 35 RIVER VALLEY SECOND ADDITION, RECORDED ON THE 11TH DAY OF MAY 2018 IN BOOK 35 OF PLATS ON PAGE 19 THEREIN.

WHEREAS, the City of North Sioux City (the "City") has determined it necessary to provide adequate street infrastructure to its residents; and

WHEREAS, the City has determined it is necessary to maintain streets for the safe passage of vehicles and pedestrian traffic; and

WHEREAS, the City has determined it is necessary to maintain adequate right of ways for the placement of utilities and for possible future road expansions,

NOW THEREFORE BE IT RESOLVED by the City as follows;

The City hereby accepts the deed, attached hereto as Exhibit A and incorporated by reference herein, of the street and related right of way of the above listed property for ongoing public use and maintenance.

The above Resolution was moved by Councilmember Cropley and seconded by Councilmember Carpenter and was approved by a vote of 8 to 0 at a meeting duly called and held on December 16, 2019.

Dated this _____ day of _____, _____

_____
Randy Fredericksen, Mayor

ATTEST:

_____
Mike Hamm, Finance Officer

Motion by Parks, second by Benson, to approve Resolution 2019-07 Vandelay Properties – Warranty Deed Wildflower bend. All members present voted aye.

RESOLUTION NO. 2019-07

RESOLUTION ACCEPTING THE DEED OF THE STREET AND RELATED RIGHT OF WAY FOR ONGOING PUBLIC USE AND MAINTENANCE OF VACATED LOT 1 IN THE SOUTH THREE (3) ACRES OF A FIVE (5) ACRE TRACT, THE FIVE (5) ACRE TRACT BEING DESCRIBED AS FOLLOWS; COMMENDING 50 RODS EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 48, WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, THENCE SOUTH 40 RODS, THENCE EAST 20 RODS, THENCE NORTH 40 RODS, THENCE WEST 20 RODS TO THE PLACE OF BEGINNING; SUBJECT TO RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS OF RECORD, IF ANY.

WHEREAS, the City of North Sioux City (the "City") has determined it necessary to provide adequate street infrastructure to its residents; and

WHEREAS, the City has determined it is necessary to maintain streets for the safe passage of vehicles and pedestrian traffic; and

WHEREAS, the City has determined it is necessary to maintain adequate right of ways for the placement of utilities and for possible future road expansions,

NOW THEREFORE BE IT RESOLVED by the City as follows;

The City hereby accepts the deed, attached hereto as Exhibit A and incorporated by reference herein, of the street and related right of way of the above listed property for ongoing public use and maintenance.

The above Resolution was moved by Councilmember Parks and seconded by Councilmember Benson and was approved by a vote of 8 to 0 at a meeting duly called and held on December 16, 2019.

Dated this _____ day of _____, ____

_____
Randy Fredericksen, Mayor

ATTEST:

_____
Mike Hamm, Finance Officer

Motion by Blaeser, second by Green, to approve the 2nd reading of Ordinance 2019-12 Supplemental Appropriation. All members present voted aye.

ORDINANCE NO. 2019-12

Supplemental Appropriations Ordinance

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

				GENERAL FUND	ECONOMIC DEVELOPMENT	MILITARY RD BRIDGE	SOLID WASTE
				101	218	612	612
APPROPRIATION-EXPENSES							
101	4318	4250	LEVEE - REPAIRS/MAINT	$ 180,000.00			
101	4514	4250	SENIOR CENTER - REPAIRS/MAINT	$ 2,500.00			
218	4650	4410	PRINCIPAL		$ 55,000.00		
522	4313	4330	IMPROVEMENTS			200,000.00	
612	4323	4220	PROFESSIONAL SERVICES				57,000.00
TOTAL APPROPRIATIONS				$ 182,500.00	$ 55,000.00	$ 200,000.00	$ 57,000.00
SOURCE OF FUNDING							
101			UNALLOCATED CASH	$ 182,500.00			
218	3100	31101	CURRENT YEARS TAXES		$ 55,000.00		
522	3300	33401	STATE GRANTS			200,000.00	
612	3880	38810	GARBAGE COLLECT FEES				57,000.00
TOTAL FUNDING				$ 182,500.00	$ 55,000.00	$ 200,000.00	$ 57,000.00

Dated this 2nd day of December 2019

Randy Fredericksen, Mayor

Attested:

Mike Hamm, Finance Officer

First Reading: 12/2/2019
Second Reading: 12/16/2019
Publication Date: 12/26/2019

Motion by Parks, second by Benson, to approve the 2nd reading of Ordinance 2019-13 Storage Container. All members present voted aye.

PROPOSED ORDINANCE 2019-13

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 5 BUSINESS LICENCES AND REGULATIONS BY ADDING CHAPTER 5.40 STORAGE CONTAINERS TO PROHIBIT THE PERMANENT PLACMENT AND REGULATE THE TEMPORARY PLACMENT OF SHIPPING AND PERSONAL STORAGE CONTAINERS AND TO OUTLINE THE PERMIT PROCESS FOR THEIR TEMPORARY USE.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 5, Chapter 5.40 be added as set forth below.

Chapter 5.40

Storage Containers

Sections:

5.40.10 Definitions
5.40.20 Permit Required
5.40.30 Restrictions in Residential (R) Districts
5.40.40 Permit Renewal
5.40.50 Enforcement
5.40.60 Violations – Penalty
5.40.70 Impoundment

5.40.10 Definitions

"Shipping containers" refer to storage containers designed for the storing and moving of freight and cargo.

"Personal storage containers" or "personal containers" refer to large storage containers designed for the storage and movement of personal property.

5.40.20 Permit required

The permanent placement of personal storage or shipping containers is banned for all residential (R) zoning districts. Temporary placement in the R zoning districts is allowed if a permit is received, for each container, from the city.

5.40.30 Restrictions in Residential (R) Districts

The placing of personal storage containers and/or shipping containers, for the sole purpose of packing, loading, and/or unloading, is permitted for up to five (5) calendar days within residential (R) zoning districts. A permit is required to leave a container placed on the residential property after a consecutive five (5) day period. The permit will be good for ten (10) calendar days. If a permitted personal or shipping container is left dormant after the ten (10) day timeframe, it will be a violation of this ordinance. The cost to apply for a permit will be five dollars ($5).

5.40.40 Permit Renewal

Individual permits may not be extended but the applicant may reapply for an additional permit upon or immediately before the expiration of the currently issued permit. Each container may be permitted up to a total of three (3) times, once initially and with two ten (10) day extensions, for a total of thirty (30) calendar days. Each application will be assessed the five-dollar ($5) permit fee. The issuance of the initial permit and any subsequent permits will be at the sole discretion of the City.

5.40.50 Enforcement

It shall be the duty of any law enforcement officer or employee of the City to ensure all temporarily placed personal or shipping containers have received the necessary permit by the end of the five (5) day grace period in R districts. Containers found out of compliance with this ordinance shall be given a reasonable time to be brought into compliance. Failure to do so in a timely manner or a refusal to cooperate will constitute a violation of this ordinance.

5.40.60 Violations - Penalty

Any person or entity found in violation of this ordinance shall be punished by a fine not to exceed five hundred dollars ($500) and every subsequent day such a violation continues shall constitute a separate offense.

5.40.70 Impoundment

If any person or entity refuses to comply and continues to be in violation of this ordinance, the City may remove the container from the premises. Within forty-eight (48) hours of removal, the City will notify the owner of the container, if known, and the owner or occupant of the property from which the container was removed. The notice shall give the location of where the container is stored and the cost incurred by the City for removal to be paid by the violator.

The owner or renter of any seized container may redeem such container, and the property stored within, any time after its removal upon proof of ownership or renter status and payment to the impoundment lot operator for any fees and expenses associated with the removal and storage.

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

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

By: _____
Randy Fredericksen, Mayor

ATTEST;

By: _____
Mike Hamm. Finance Officer

First Reading: 12/02/2019
Second Reading: 12/16/2019
Publish: 12/26/2019
Effective Date: 01/15/2019

Community Input:

1.) Tammy Steemken was on hand to present some fundraising ideas for the splash pad. One of her suggestions was a fund raiser called Chasing the Queen.

Motion by Parks, second by Cropley, to move into executive session at 7:33pm for contractual and personnel. All members present voted aye.

Regular session resumed at 9:00pm.

Motion by Parks, second by Berg, to approve Ted Cherry's resignation as of January 13, 2020. All members present voted aye.

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

AFLAC	841.06	DEC2019 PREM
BRGR CNSTRCTN	500.00	NSC WTR PLANT
BARNES & NOBLE	71.30	BOOKS (7)
BRNRD'S CNCRT	1965.00	LEVY REP
BUSH DRY CLNRS	46.50	CLN SUIT
C. W. SUTER SVCS	189.00	CH-REP ON HVAC COMP
CHERRY, TED	33.65	EXP REIMB
CITY OF SIOUX CITY	29780.78	NOV2019 SWR CHGS USAGE 12,534
DAKOTA DUNES/NSC TIMES	804.02	NOV2019 PBLSHNG FEES
THMPSN INNVTN	66.00	LIB-ALARM MNTRNG AGRMNT
FSTNL CMPNY	112.83	TRUBOLT (25)
FDRL EXPRESS CORP	13.13	SHIPPING/PSTG
FOUR SEASONS NORTH	274.45	DEC2019 FITNESS CHGS

GILL HAULING	12966.14	OCT2019 RSDNTL WST
H2O 4 U	37.00	PD-BOTTLED WTR (6)
HAWKINS, INC	90.00	CYLINDER (18)
HRTG FLAG	438.00	FLAGS (7)
INGRM LIB SVCS	1156.24	BOOKS (94)
JACK'S UNFRMS & EQPMNT	663.16	CLTHNG ALLWNC (3)
EAKES OFFICE SOLUTIONS	285.47	CH-TRASH BAGS (2BX), TWLS (1BX
JIMS WTR TRTMNT	36.50	SR CNTR-WTR SFTNR SALT
JOHNSON FEED, INC.	2072.00	ROAD SALT (25.9 TONS)
KEVIN ODELL ELECTRIC, INC.	4343.99	INSTLL LED LIGHTS-MNTNC SHOP
KMEG-TV	375.00	MILITARY BRIDGE AD
KPTH TV	675.00	MILITARY BRIDGE AD
KTIV	1475.00	MILITARY BRIDGE AD
LONG LINES	851.09	PHN & INT CHGS
MERCY BUSINESS HEALTH	53.33	DEC2019 EAP
MIDAMERICAN ENRG	10669.96	UTLTY CHGS
MIDWEST TAPE	476.31	DVD'S (3), AUDIO BOOKS (16)
O'REILLY ATMTV	719.12	ENGINE HOIST
PIONEER AUTO	801.88	2009 FORD-MOUNT & BLNC TIRES
QLFD PRSRT SVC, LLC	745.67	PSTG UTLTY BILLS
QUAM, BERGLIN, & POST PC	1500.00	941 AUDITS
GARY ROAN	1150.00	INSPCTNS (18), P&Z MTG (3)
SFTY BNFTS, INC	65.00	CONF IN MITCHELL-MONTAGNE
SCHIMBERG CO	894.75	FITTINGS-LEVEE REP
SD ONE CALL	52.64	NOV2019 LCTS (47)
SIOUX CITY JRNL	424.24	WINTER SPORTS AD
SXLND HUMANE SCTY	25.00	NOV2019 SVCS
STOCKWELL ENGINEERS, INC	31320.40	LIFT STATION GNRTRS
US FOODS, INC	750.02	2019 CHILI FEED FOOD SUPP
WOODHOUSE	2661.08	2015 DODGE CHARGER-RPLCD MTR MNTS
ZEISLER CNSTRCTN, INC	13250.00	LEVEE REP

Motion to adjourn by Parks, second by Benson, at 9:01pm. All members present voted aye.

Approved

_____

Randy Fredericksen, Mayor

Attested

_____

Mike Hamm, City Finance Officer

City Council MEMO

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

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 01/06/2020
Re: Splashpad Design, Discussion, and Fundraising

Background: For a number of years the Council has been working through the process of creating a splash pad in conjunction with the Parks Board. In May the council moved forward with a contract with Stockwell Engineering to do a design for the splashpad. The purpose of the contract was to produce a design, give estimates on costs involved, and gain group and public input on the project. This is completed now and the council will need to make a decision on how to move forward with the project. The Council has set aside a budgeted amount of $50,000 for the splashpad project. The contract costs for Stockwell have come out of this budget.

When the project was originally brought forward to the City it was stated the project would be able to be completed for $100,000 to $150,000. The original proposal was to place the pad in Ferrari Park, but that was quickly ruled out by the Council due to parking and sidewalk concerns. Council did decide that having the pad located by the library was the best location. The initial estimates for costs were far below what the actual costs would be.

The design that has been supported the most is based loosely on The Hungry Caterpillar children's book. It is a total of approximately 1,500 sq feet with 20 play elements. The system is recirculating which involves water filters, UV filters, chlorination, a large underground tank, and a building to support all of the equipment. Additionally, there is fencing and seating available. Concerns that need to be taken into consideration is the possibility of wet children going into the library and parking. Operations costs would be about $50 per day which includes electricity, wages, and chemicals. Due to the recirculating system the equipment is similar to a pool. The recirculating system adds a substantial amount of costs to the project, but due to water and sewer demands a flow through system is not an option for the City.

Stockwell has provided the design with the full concept design which includes all elements to make a nice park area including the fencing, seating area, and landscaping. These elements provide for a nicer area, but add significantly to the project. A more focused design is also given, but none of these "extra" elements are included.

Council would need to make a decision about the project and if they are wanting to move forward with the project as a park for the future of the community.

Fundraising efforts have been undertaken but have not been started at this time. A non profit would need to be started and seed money would need to be approved. This does not take much time, but would need to be approved by the Council and how they would like to see it work. A separate checking account would need to be set up, but the accounting can be done in house similar to how the cemetery fund work. Dual signatures would be needed. Additionally, a set of bylaws would need to be created and the non-profit paperwork filed with the state.

Financial Consideration: Minimum cost would be approximately $730,000 which does not account for any donated time or materials. The Parks Board has looked at fundraising ideas as well as grant opportunities for the space, but is unable to move forward with without the go ahead from Council.

Recommendation: Administration would need guidance on how the Council wants to proceed. If the council does want to move forward with the project then approval should be given for the Parks board to be set up as a nonprofit, a seed money amount needs to be set, and any other guidance on the way the finances should work should be given.

City Council Meeting

January 6, 2020

Splash Pad Master Plan

STOCKWELL

North Sioux City
SOUTH DAKOTA

Project Approach

01 inventory & ANALYSIS

02 stakeholder INPUT

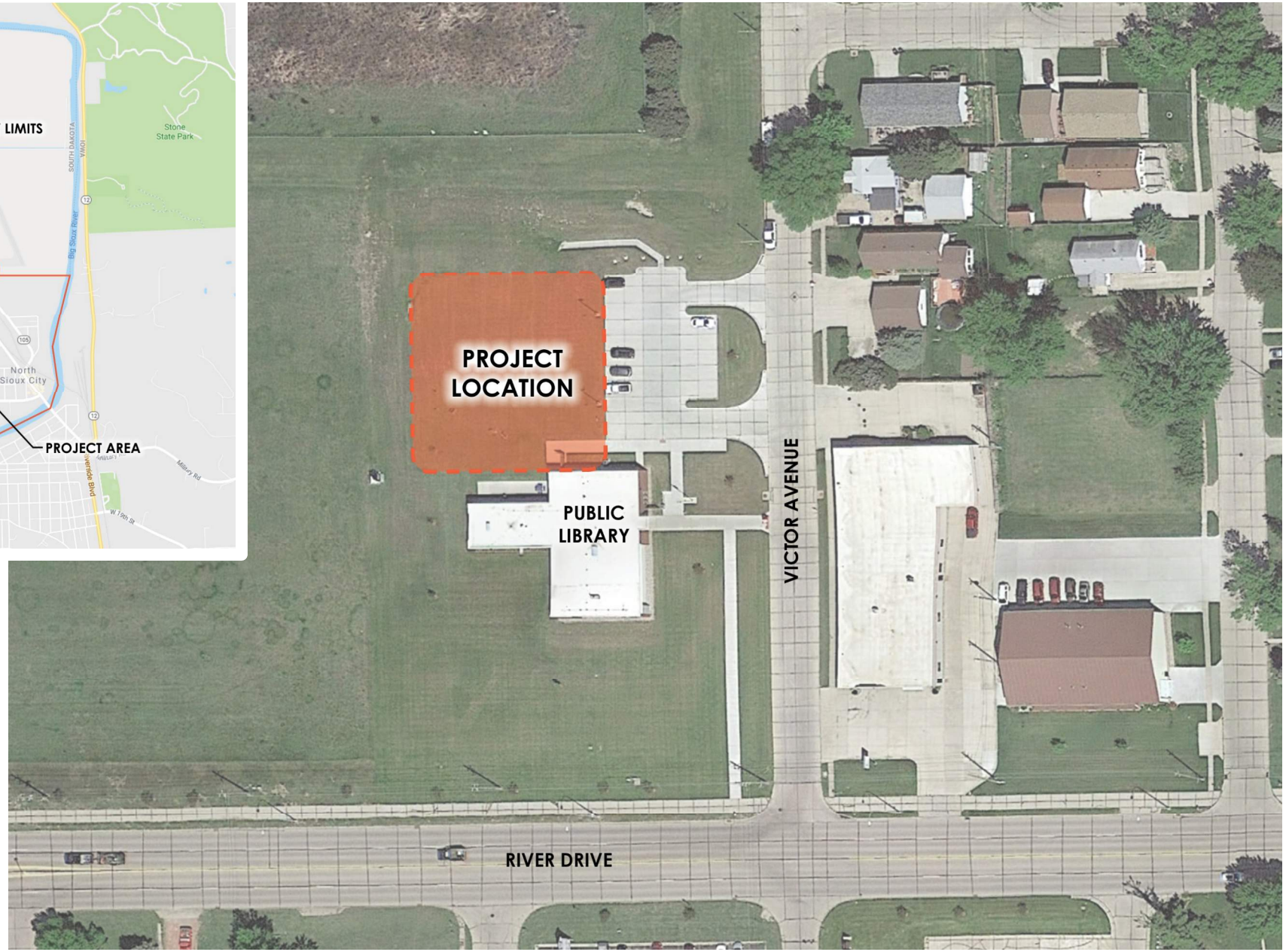
03 preliminary DESIGN & review

04 PUBLIC meeting

05 refine to final MASTER PLAN

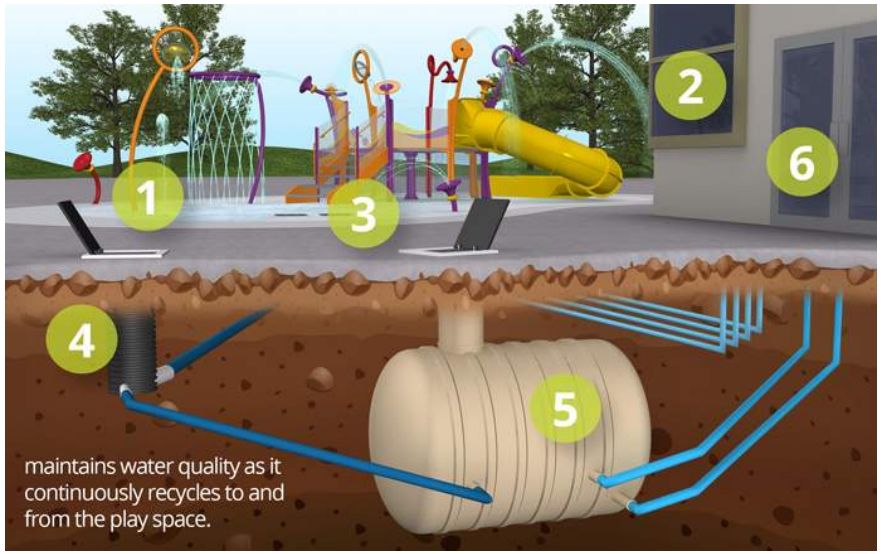
06 present to PARK BOARD & CITY COUNCIL

Planning Limits



Types of Water Circulation Systems:

Recirculation:

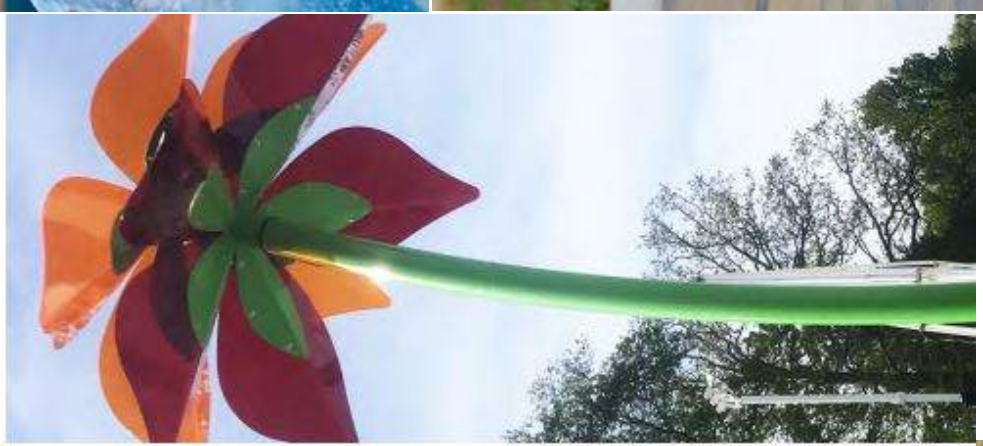


- High initial costs
- High maintenance costs
- Chemicals
- UV Treatment
- Low water costs

Flow Through:

- Lower initial costs
- Lower maintenance costs
- Higher water costs

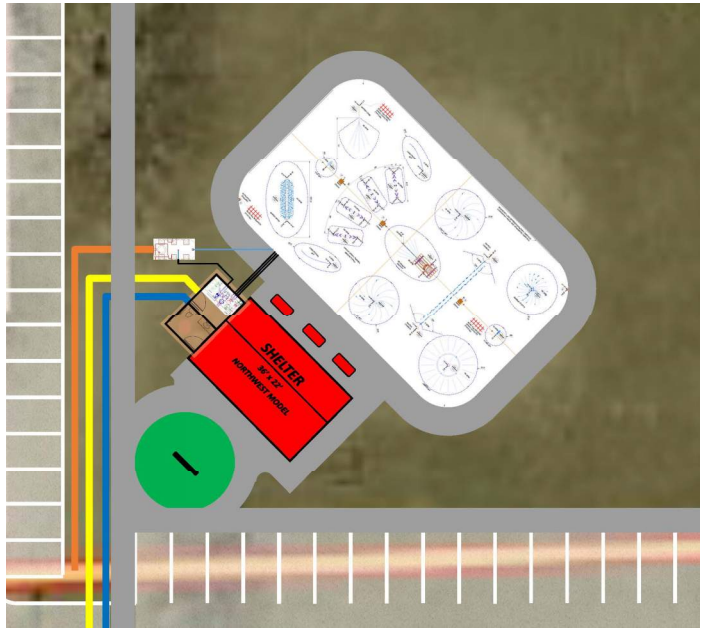
Play Features



NORTH SIOUX CITY

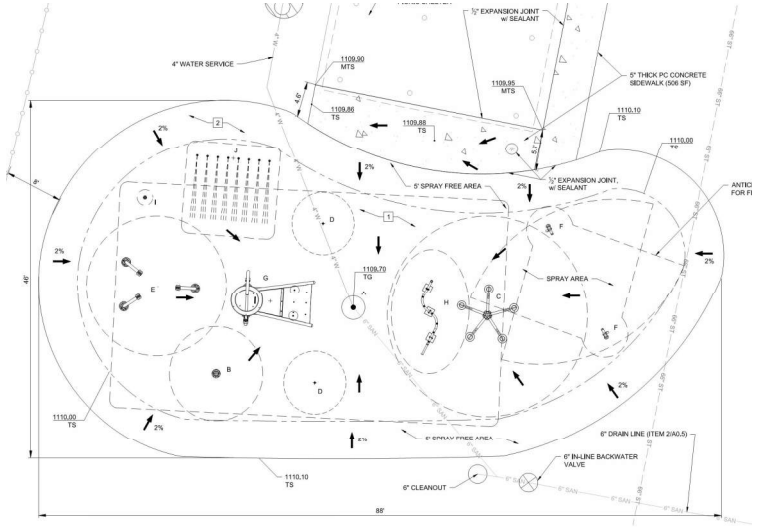
Example Splash Pads

Sergeant Bluffs Splash Pad:



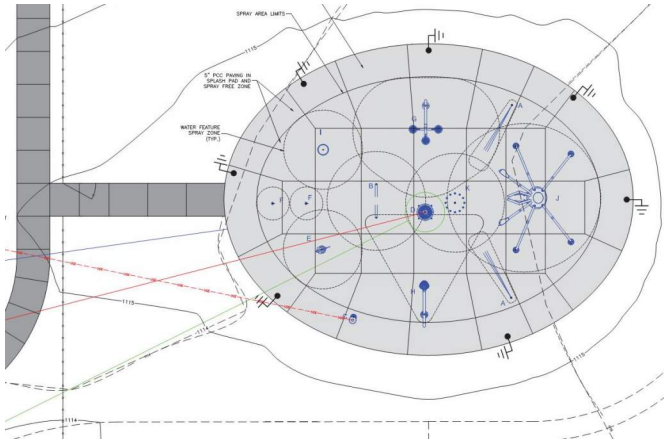
- Approx. 3,800 square feet
- 17 play elements

Leeds Park - Sioux City, IA:



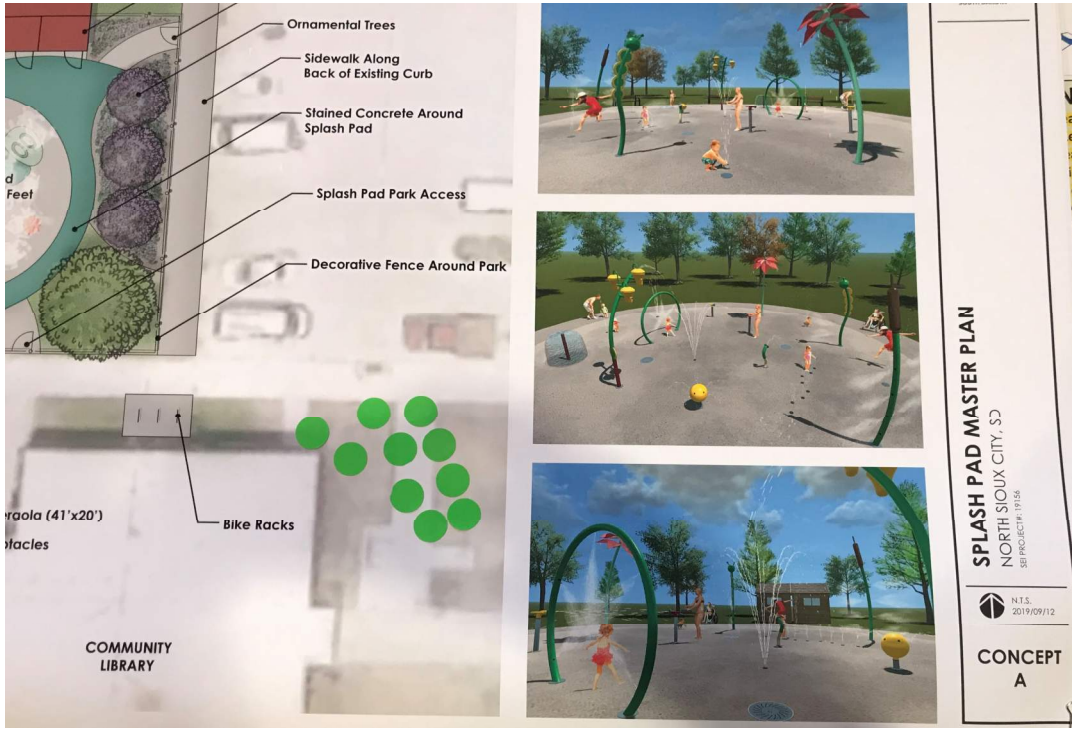
- 2,155 square feet
- 11 play elements

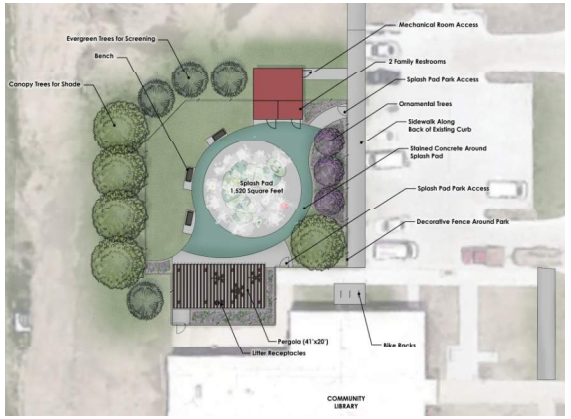
Cook Park - Sioux City, IA:



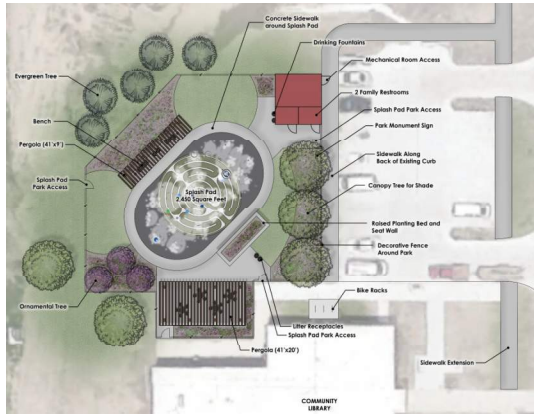
- 1,530 square foot splash pad
- 12 play elements

Public Meeting Results:



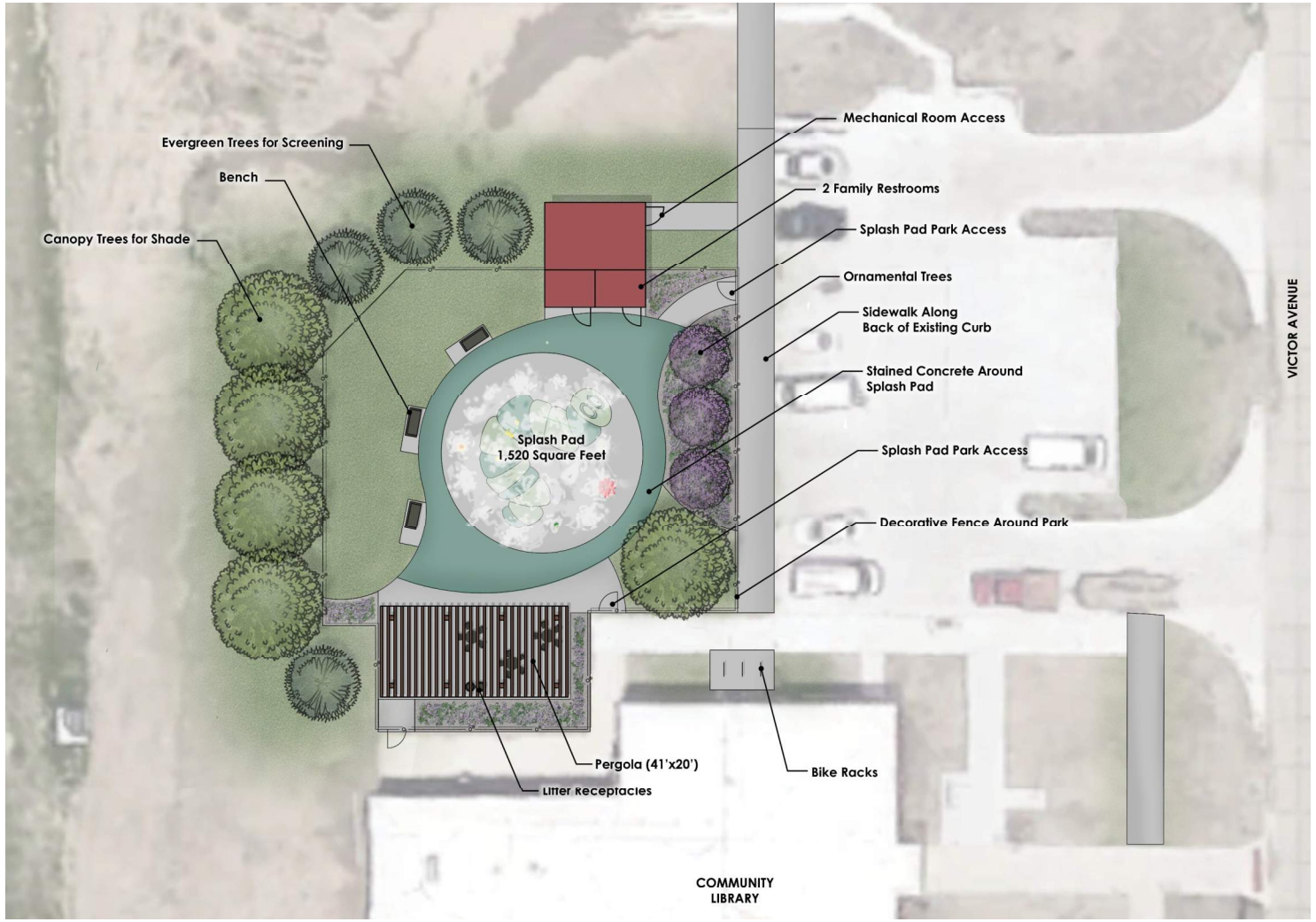


A 63% of voters



B 37% of voters

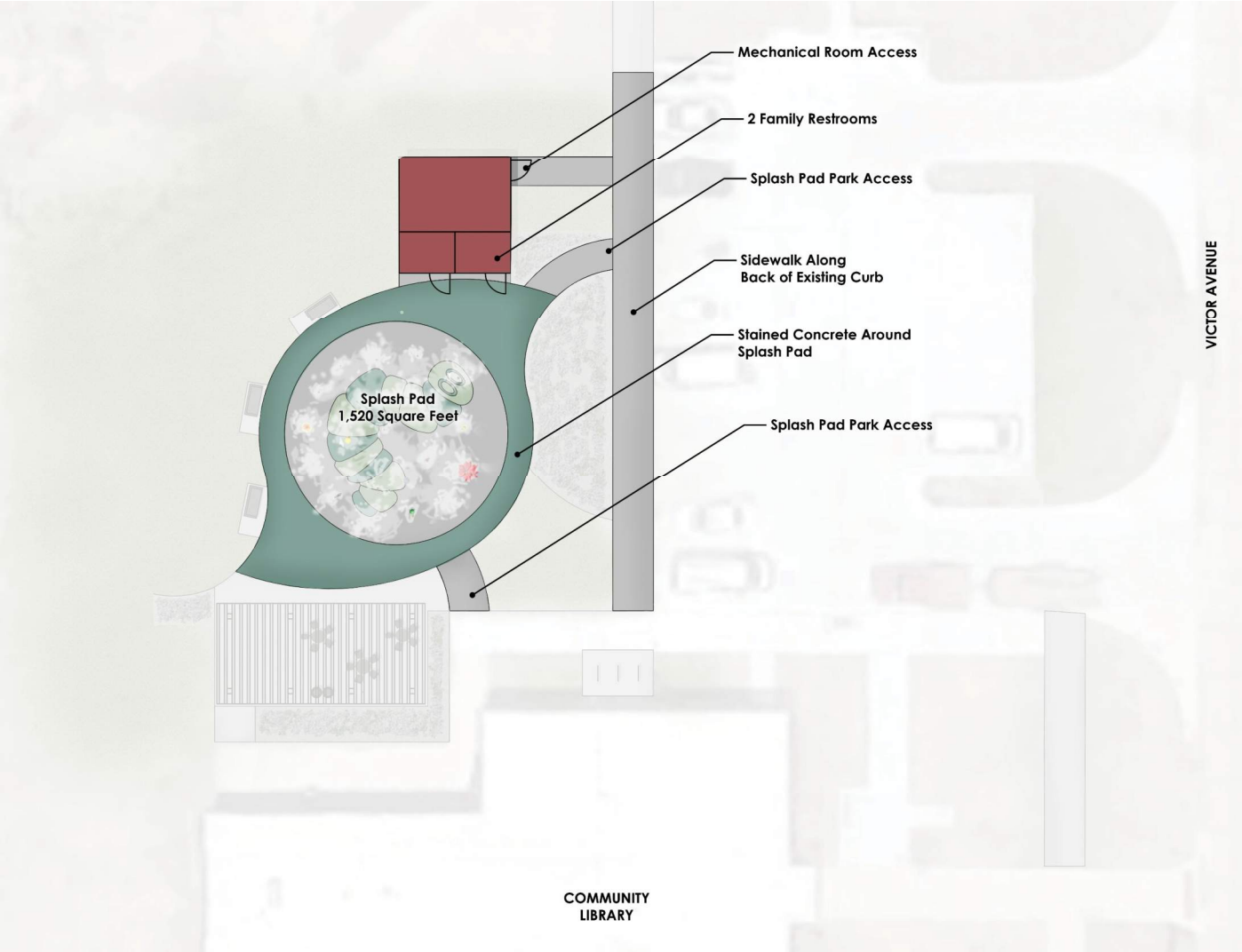
Concept A: The Very Hungry Caterpillar



- 1,520 SF splash pad.
- 20 water play elements.
- Theme based off the children's book, The Very Hungry Caterpillar.
- Benches for seating.
- Trees and pergola for shade.
- Fence around the entire splash pad park.

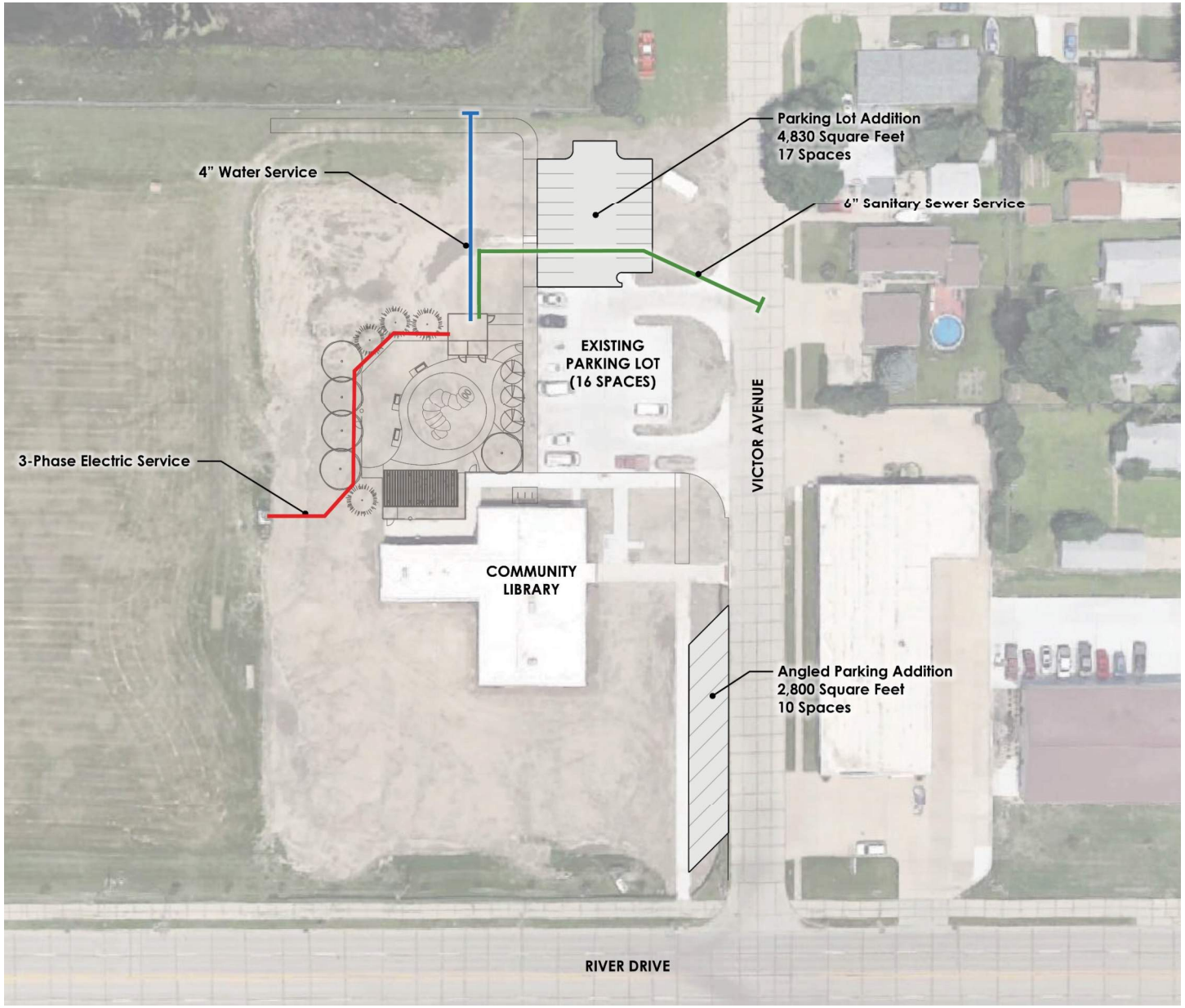
Concept A

Concept A: Minimum Requirements



- 1,520 SF splash pad.
- 20 water play elements.
- Sidewalk connections to splash pad.
- Restroom/mechanical building.
- Site utilities and services.

Parking Lot Options



North Parking Option

- Off-street lot
- 4,830 SF
- 17 additional spaces

South Parking Option

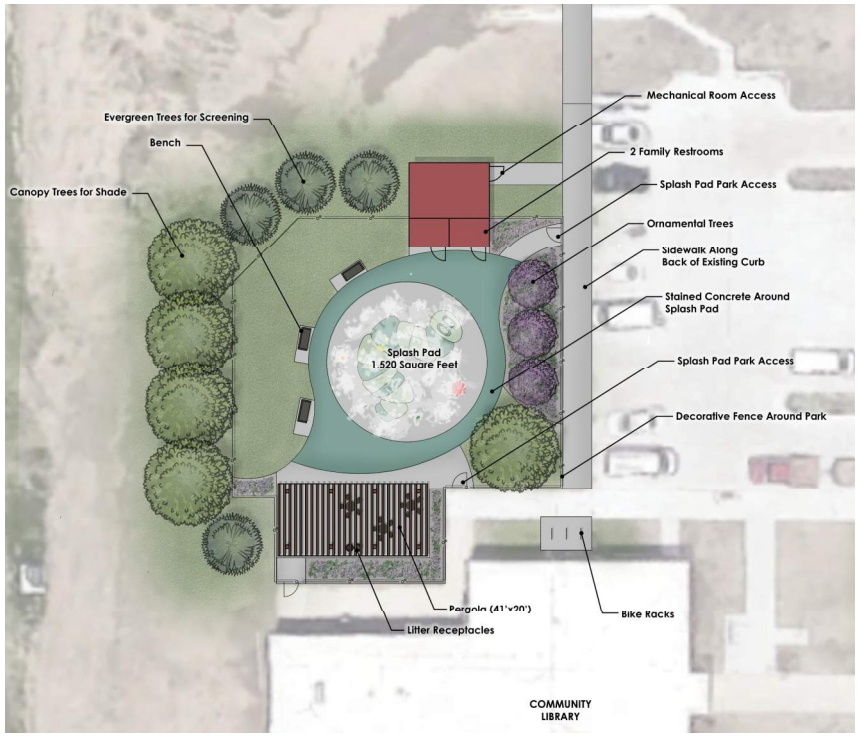
- On-street angled parking
- 2,800 SF
- 10 additional spaces

Utilities

- 4" Water Service
- 6" Sanitary Sewer Service
- 3-Phase Electrical Service

Concept A Project Costs

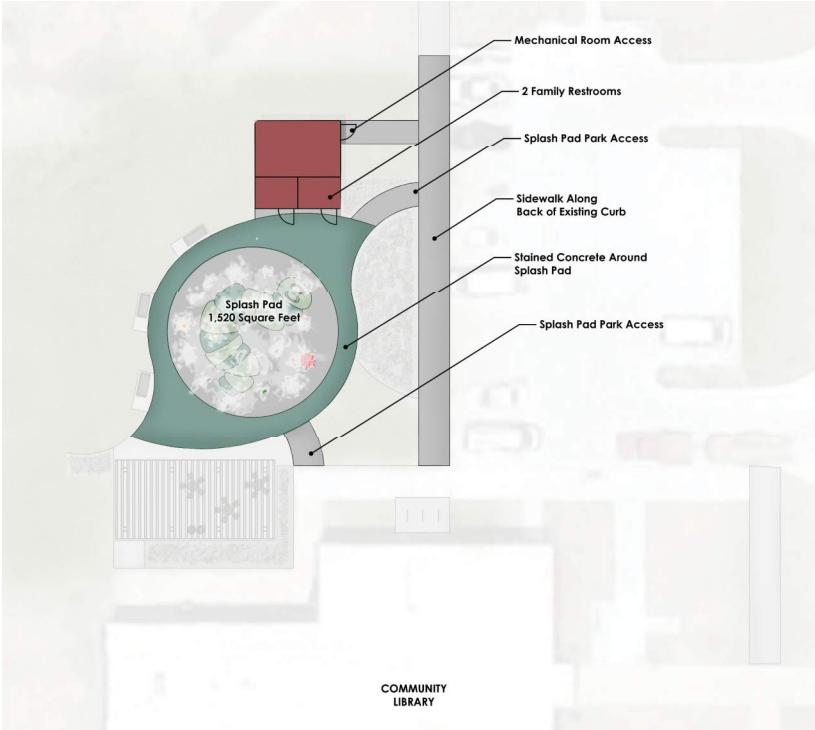
Concept A Master Plan: $914,131.97



- 1,520 SF Splash Pad
- Tables and Benches
- Shade Structure and Trees
- Fencing

Flow Through System: $662,310.61

Concept A Minimum Requirements: $734,941.42



- 1,520 SF Splash Pad
- Restroom/Mechanical Building
- Sidewalk Connections

Flow Through System: $302,987.06

Moving Forward…

- ~~**Kick-off** Meeting – July 2019~~
- ~~Schematic Plan **Review Meeting** – Sept. 2019~~
- ~~**Public** Meeting – November 18, 2019~~
- ~~**Master Plan** Review Meeting – November~~
- ~~Present to **Park Board** – December~~
- Present to **City Council** – **Today – January 6**

City Council MEMO

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

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 01.06.2020
Re: National League of Cities Service Line Contract

Background: At a previous meeting the Council stated they would like to move forward with the National League of Cities Service Line Repair contract. As has been previously stated the program offers homeowners an insurance policy on their individual sewer and water lines.

The city would provide information to the company for addresses and would allow for them to use our logo in their mailing materials. The cost of the products are listed on page 6 of the agreement as well as the license fee amount. This is a three-year contract with the organization. The City would receive $.50 per month that a product is purchased.

This program is a service residents can use to protect their home and lines. The program is voluntary and no one is obligated to purchase a policy with the company.

Financial Consideration: Additional revenue to the City in an unknown amount

Recommendation: Administration would recommend approving the contract for the NLC Service Line Warranty Program.

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. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the

Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". 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. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

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
504 River DR
North Sioux City, SD 57049-3007
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.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

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
November 21, 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, $6.75 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 main 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 external wall 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 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: 01.06.2020
Re: Ordinance 2020-01 – Water Line Ownership

Background: Current ordinance states that property owners own their individual water service lines to the property line and not to the water main. The language needs to be changed for the ownership to be to the water main as property owners should have the responsibility to maintain their own water line. In the event there is a water line break on a property it becomes a very difficult situation for the City to decide where the break is, and where the property line is. the ordinance, as presented, cleans that up so the City knows that anything passed the main is not the City's responsibility.

Financial Consideration: cost of publication

Recommendation: Administration would recommend approval of the 1st reading of Ordinance 2020-01

PROPOSED ORDINANCE 2020-01

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 13 PUBLIC SERVICES CHAPTER 13.04 WATER SERVICE SYSTEM BY AMENDING SECTION 13.04.020 REQUIRING OWNER'S RESPONSIBILITY OF PERSONAL WATER LINES.

13.04.020 Owner's responsibility.

All service pipes from the water mains of the City to the premises shall be installed at the expense of the owner or person in possession of the premises served. All service pipes from the premises to the ~~property line~~water main shall be maintained and kept in repair at the expense of the owner or person in possession of the premises served. If such owner or person shall fail to cause to have properly repaired any service pipe within thirty (30) days upon receipt of the due notice from the water department, the water shall immediately be shut off from said premises and shall remain shut off until repairs shall have been made; or the water department may repair such service pipe and charge all repairs to the owner or person in possession of the premises.

The City shall not be responsible for pipes and fixtures. All owners must at their own cost and expense keep their service pipes from the ~~property line~~ water main to their premises, and all of their apparatus, in good working order and properly protected from frost and other danger. No claims shall be made against the City, its Mayor or any employees of the City, by reason of the breaking of any service pipe, water meters, or apparatus, or from any damage that may result from shutting off water for repairing, or for any other purpose or for any variations in pressure. No deduction for water charges will be made from the regular rates because of leaking pipes or fixtures.

Dated at North Sioux City, South Dakota this ___ day of _____ 2020

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

By: _____
Randy Fredericksen, Mayor

ATTEST;

By: _____
Mike Hamm, Finance Officer

First Reading:
Second Reading:
Publish:
Effective Date:

PROPOSED ORDINANCE 2020-01

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 13 PUBLIC SERVICES CHAPTER 13.04 WATER SERVICE SYSTEM BY AMENDING SECTION 13.04.020 REQUIRING OWNER'S RESPONSIBILITY OF PERSONAL WATER LINES.

13.04.020 Owner's responsibility.

All service pipes from the water mains of the City to the premises shall be installed at the expense of the owner or person in possession of the premises served. All service pipes from the premises to the water main shall be maintained and kept in repair at the expense of the owner or person in possession of the premises served. If such owner or person shall fail to cause to have properly repaired any service pipe within thirty (30) days upon receipt of the due notice from the water department, the water shall immediately be shut off from said premises and shall remain shut off until repairs shall have been made; or the water department may repair such service pipe and charge all repairs to the owner or person in possession of the premises.

The City shall not be responsible for pipes and fixtures. All owners must at their own cost and expense keep their service pipes from the water main to their premises, and all of their apparatus, in good working order and properly protected from frost and other danger. No claims shall be made against the City, its Mayor or any employees of the City, by reason of the breaking of any service pipe, water meters, or apparatus, or from any damage that may result from shutting off water for repairing, or for any other purpose or for any variations in pressure. No deduction for water charges will be made from the regular rates because of leaking pipes or fixtures.

Dated at North Sioux City, South Dakota this ___ day of _____ 2020

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

By: _____
Randy Fredericksen, Mayor

ATTEST;

By: _____
Mike Hamm, Finance Officer

First Reading:
Second Reading:
Publish:
Effective Date:

City Council MEMO

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

To: North Sioux City – City Council
From: Ted Cherry, City Administrator
Date: 01.06.2020
Re: Plat Lots 1 & 2 Flynn Tract 8

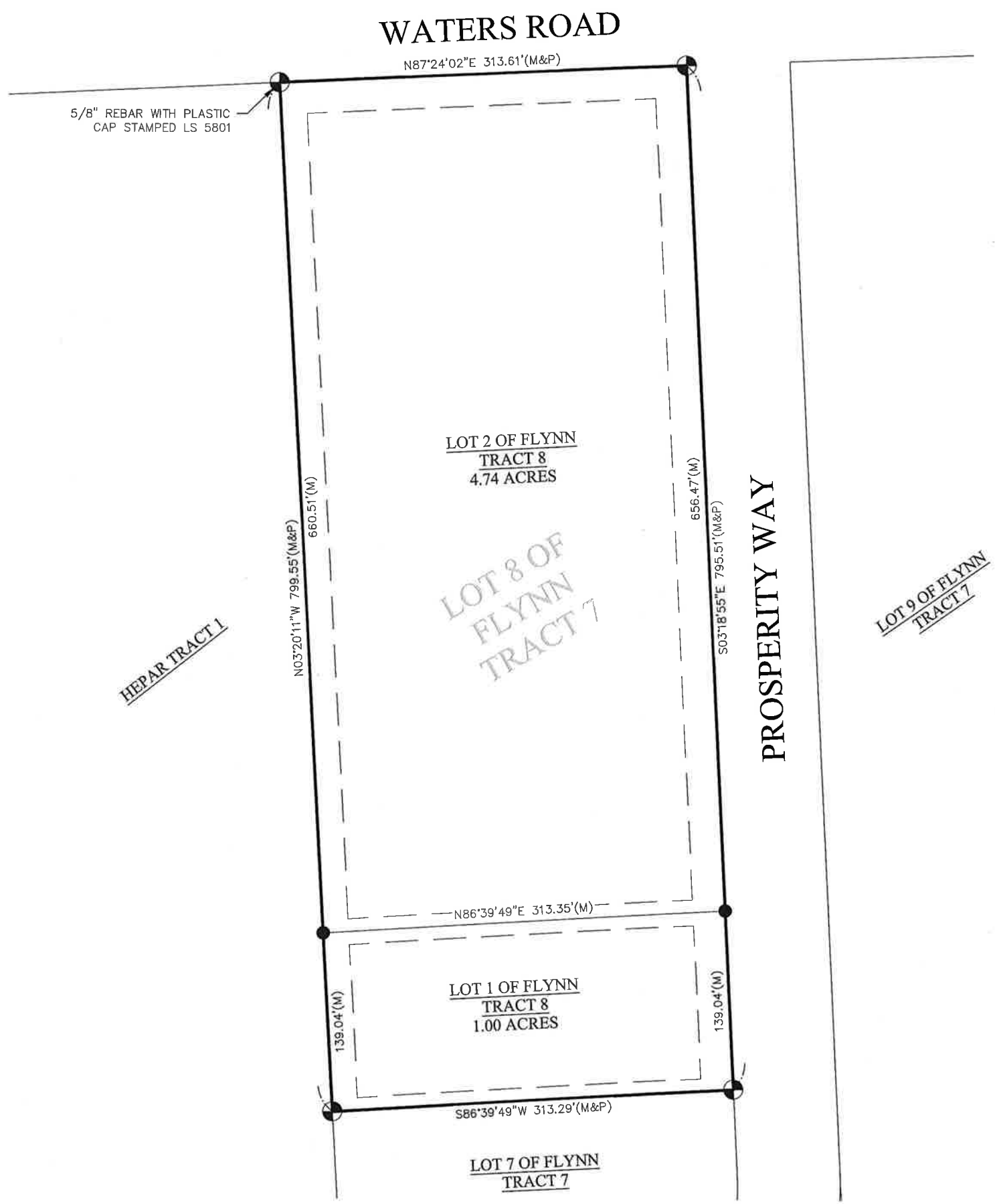
Background: NSCEDC has asked for a plat of the attached lot. The lot is being prepared for sale to a business owner. The plat as presented is for a 1 acre piece from the larger tract of land. The remaining 4.78 acres on the west side of the street is still available for sale.

The Planning Commission approved the plat on 12/26/2019

Financial Consideration: None

Recommendation: Administration would recommend the approval of the Plat for Lots 1 & 2 of Flynn Tract 8.

01-06-2020



LOTS 1 AND 2 OF FLYNN TRACT 8

BEING A REPLAT OF LOT 8 OF FLYNN TRACT 7, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, ALL IN THE NORTH HALF OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.

LEGAL DESCRIPTION:

LOT 8 OF FLYNN TRACT 7, AN ADDITION TO THE CITY OF NORTH SIOUX CITY. ALL IN THE NORTH HALF OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA:

DEDICATION:

KNOWN TO ALL MEN BY THESE PRESENTS: THAT WE, THE NORTH SIOUX CITY ECONOMIC DEVELOPMENT CORPORATION, OWNERS OF THE LAND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO HEREAFTER BE KNOWN AS FLYNN TRACT 8, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND RIGHT OF WAY AS SHOWN ON THIS PLAT; WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE MIDAMERICAN ENERGY COMPANY, TELEPHONE COMPANY, AND TO ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES CROSSARMS, DOWNGUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES; AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION THEREON, OVER, THROUGH, UNDER, AND ACROSS A SIX FOOT (6') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN SIX FOOT (6') WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINE OF ALL INTERIOR LOTS; AND A SIX FOOT (6') WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS, OR LOOSE ROCK WALLS SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

SURVEYOR'S REPORT:

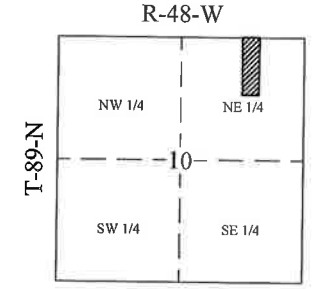
THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE NORTH SIOUX CITY ECONOMIC DEVELOPMENT CORPORATION. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER AND SUBDIVIDE A PARCEL OF LAND LOCATED IN LOT 8 OF FLYNN TRACT 7, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, ALL IN THE NORTH HALF OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE 5/8" REBAR WITH PLASTIC CAP STAMPED LS 10675. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "LS 10675".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R8 GNSS RECEIVER.

VICINITY SKETCH

UNION COUNTY
SOUTH DAKOTA
R-48-W



GRAPHIC SCALE

0 25 50 100 200

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

OWNER/SUBDIVIDER
NORTH SIOUX CITY ECONOMIC DEVELOPMENT CORPORATION
504 RIVER DRIVE
NORTH SIOUX CITY, SD 57049

ENGINEER
JEO CONSULTING GROUP INC.
1909 DAKOTA AVENUE
SOUTH SIOUX CITY, NE 68114

SURVEYOR
JEFFREY J. SERAFIN LS 10675
JEO CONSULTING GROUP INC.
2700 FLETCHER AVE,
LINCOLN, NE 68504-1113

SETBACK LINE — — — —
FRONT YARD SETBACK: 25 FEET
SIDE YARD SETBACK: 10 FEET
REAR YARD SETBACK: 20 FEET

JEO CONSULTING GROUP
Ph: 402.494.7019
1909 Dakota Avenue
South Sioux City, NE 68776

SECTION 10, TOWNSHIP 89 NORTH
RANGE 48 WEST OF THE 5TH P.M.,
NORTH SIOUX CITY
UNION COUNTY, SOUTH DAKOTA

LOTS 1 AND 2 OF FLYNN TRACT 8
REPLAT OF LOT 8 FLYNN TRACT 7

PROJECT NO.	R191911.00
DATE	12/17/2019
DRAWN BY	RMO
FILE NAME	
FIELD BOOK	N SIOUX CITY #1
FIELD CREW	DF
SURVEY FILE NO.	
REVIEW BY	
REVIEW DATE	
REVISIONS	

01-06-2020

OWNERS CERTIFICATION:
KNOW ALL PERSONS BY THESE PRESENTS: THAT THE UNDERSIGNED ARE OWNERS OF THE PROPERTY AS EMBRACED WITHIN THIS PLAT AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT.

Michael S. Huber 12-19-19
NORTH SIOUX CITY ECONOMIC DEVELOPMENT CORPORATION DATE

ACKNOWLEDGEMENT OF NOTARY:
STATE OF SOUTH DAKOTA }
}
UNION COUNTY }

ON THIS 19 DAY OF December, 2019. BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED Michael Huber, WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, WITH ACKNOWLEDGEMENT OF EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS OWNER.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC Comm Exp 12-12-2020 12-19-19 DATE

JENNIFER K. ROUPE
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

PLANNING COMMISSION APPROVAL:

FLYNN TRACT 8, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA WAS APPROVED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2019 A.D.

CHAIRPERSON

NORTH SIOUX CITY COUNCIL APPROVAL:

FLYNN TRACT 8, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA, ON THIS _____ DAY OF , 2019 A.D.

MAYOR

ATTEST: _____
FINANCE OFFICER

CERTIFICATE OF COUNTY TREASURER:
STATE OF SOUTH DAKOTA–COUNTY OF UNION

I, _____, COUNTY TREASURER OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE TAXES WHICH ARE LIENS UPON THIS LAND HAVE BEEN PAID TO DATE.

COUNTY TREASURER DATE

CERTIFICATE OF DIRECTOR OF EQUALIZATION:
STATE OF SOUTH DAKOTA–COUNTY OF UNION

I, _____, DIRECTOR OF EQUALIZATION OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT.

DIRECTOR OF EQUALIZATION DATE

CERTIFICATE OF REGISTER OF DEEDS:
STATE OF SOUTH DAKOTA–COUNTY OF UNION

FILED FOR RECORD THIS _____ DAY OF _____, 20__, AT _____ O'CLOCK _____M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____ THEREIN.

REGISTER OF DEEDS

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

REGISTERED LAND SURVEYOR
REG. NO.
10675
JEFFREY J.
SERAFIN
SOUTH DAKOTA

JEFFREY J. SERAFIN, LS 10675

JEO CONSULTING GROUP
Ph: 402.494.7019
1909 Dakota Avenue
South Sioux City, NE 68776

SECTION 10, TOWNSHIP 89 NORTH
RANGE 48 WEST OF THE 5TH P.M.,
NORTH SIOUX CITY
UNION COUNTY, SOUTH DAKOTA

LOTS 1 AND 2 OF FLYNN TRACT 8
REPLAT OF LOT 8 FLYNN TRACT 7

PROJECT NO	R180914.00
DATE	12/17/2019
DRAWN BY	RMO
FILE NAME	
FIELD BOOK	N SIOUX CITY #1
FIELD CREW	DF
SURVEY FILE NO.	
REVIEW BY	
REVIEW DATE	
REVISIONS	

City Council MEMO

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

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/6/2020
Re: 2020 Municipal Election Vacancies

Background: Each year the elected body must establish election related items. With an April 14, 2020 election date petition circulation may begin January 31, 2020. Petitions are due by February 28, 2020. Vacancies are listed below.

1 Council person, Ward 1 – 2-year term (Carpenter)
1 Council person, Ward 2 – 2-year term (Parks)
1 Council person, Ward 3 – 2-year term (Benson)
1 Council person, Ward 4 – 2-year term (Blaeser)

Financial Consideration: N/A

Recommendation: Administration recommends setting North Sioux City's Municipal election to by April 9, 2019

City Council MEMO

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

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/6/2020
Re: Council 2020 Meeting Dates

Background: Previously the Council choose to move meeting dates to accommodate holidays the City observes. Below would be the 2020 dates that would need changed.

Holiday	Date	Meeting Date
Martin Luther King Day	Jan. 20, 2020	Jan. 21, 2020 (Tuesday)
President's Day	Feb. 17, 2020	Feb. 18, 2020 (Tuesday)
Labor Day	Sept. 7, 2020	Sept. 8, 2020 (Tuesday)

Previously the Council has also moved or cancelled the meeting that happens the week on July 4th. In 2020 July 4th is a Saturday prior to the first meeting in July. The meeting would be held July 6th. Council should have discussion on if they would like to change the date of this meeting date.

Financial Consideration: None

Recommendation: Administration would recommend approval of changing the dates of the Council meetings to January 21st, February 18th, and September 8th.

City Council MEMO

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

To: North Sioux City, City Council
From: Mike Hamm, City Administrator
Date: 1/6/2020
Re: Legal Newspaper Designation

Background: State law requires specific actions to take place during the first meeting of the new year.

The municipality must designate its local newspaper to publish all official City business (SDCL 9-12-6). Last year, the Council selected the *Dakota Dunes North Sioux City Times*. Occasionally throughout the year when administration felt it necessary, we also published in a second paper, the *Leader Courier*.

Financial Consideration: In 2020, we spent over $8,400.

Recommendation: Administration recommends approval of designating the *Dakota Dunes North Sioux City Times* as the official newspaper of North Sioux City.

City Council MEMO

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

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/6/2020
Re: Vendor Recurring Payments Approval

Background: Historically the Council has given staff the authority for payments to be made to certain vendors without approval. The payments are made to ensure no fines or penalties are incurred. Moving forward Payroll will be monitored by the City Administrator to ensure proper payments are being made.

Vendor	Purpose		Amount
1st Financial Bank Credit Card	Travel and small purchases	Monthly Estimate	3,000.00
Canon Copier Leases (EFT)	Office supplies	Monthly Estimate	500.00
Principal Group Dental & Life Ins.	Insurance	Monthly Estimate	2,600.00
SD Sales Tax (EFT)	Solid Waste Hauling Payments	Monthly Estimate	600.00
US Bank Credit Card (EFT)	Travel and small purchases	Monthly Estimate	5,000.00
Utility Customer Refunds	Utilities Refunds	Various and under	50.00
Long Lines Telephone & Cable	Utilities	Monthly Estimate	950.00
Verizon Wireless	Office Functions	Monthly Estimate	950.00
Wellmark Health Insurance	Insurance	Monthly Estimate	21,500
WEX Fleet Fuel	PD and Public Works Fuel	Monthly Estimate	4,500.00
Neopost Postage Machine Lease (EFT)	Office	Monthly Estimate	500.00
Neopost Postage (EFT)	Office	Monthly Quarterly	400.00
BASE	Insurance	Bi-Weekly	1,000.00

Payroll Vendor			Amount
IRS Payroll Deposits (EFT)	Payroll	Monthly Estimate	11,500.00
NE Payroll Taxes (EFT)	Payroll	Yearly Estimate	1,000.00
IA Payroll Taxes (EFT)	Payroll	Yearly Estimate	9,000.00
Employee Deductions as requested	Payroll	Monthly Estimate	3,400.00

Financial Consideration: Avoidance of late fees and penalties

Recommendation: Administration recommends the approval of the recurring vendor payment approval

Splash Pad Master Plan

The Splash Pad Master Plan consists of the preparation of a master plan for a potential new splash pad north of the community library. The scope of work also included inventory and analysis, development of three concepts, a public meeting to select the most popular concept, and a final master plan and cost estimate.

Update | Present project and final concept to City Council at January 6th meeting.

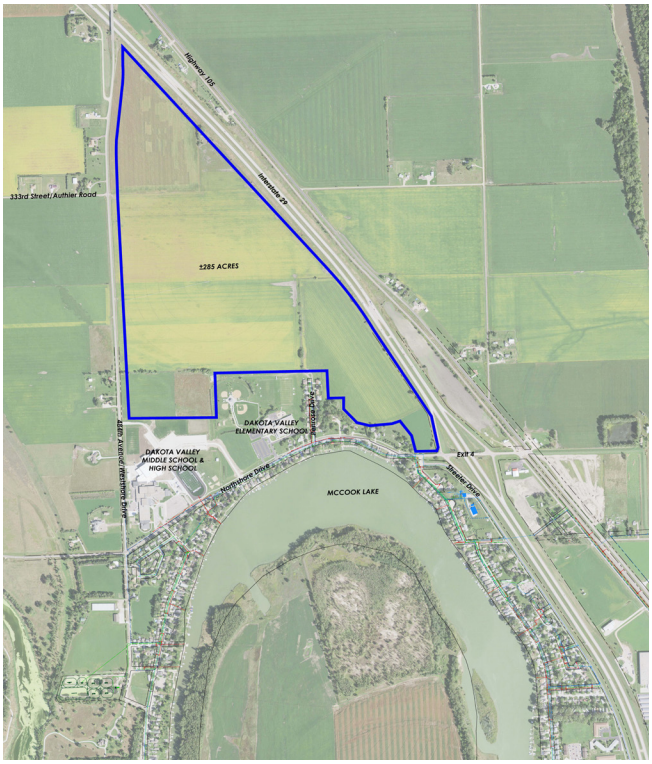
Action | None.

Northshore Master Plan

The Northshore Master Plan consists of creating a utilities and land use master plan and final report to aid in attracting developers for the area north of Dakota Valley schools and Northshore Drive. The scope of work also includes a topographic survey of the study area, stakeholder meetings with property owners, development of two concepts, and review with City staff to select final concept and cost estimate.

Update | The topographic survey and stakeholder meetings have been completed. Stockwell to develop 2 concepts and review with City Staff (January).

Action | None.



Lift Station Generators

The Lift Station Generators project consists of survey, design, bidding and construction administration services for generators at the Lakeshore Drive, Streeter Drive, Flynn Business Park, and Sioux Laundry lift stations.

Update | SECOG has submitted an HMGP grant application for 75% funding. Due to grant submission, project cannot be advertised and bid until status of grant funding is known (anticipated summer 2020). Submitted easement exhibit for Streeter Drive location to City staff for submittal to property owner. Submitted exhibit of generator location for Sioux Laundry location to City staff for discussion with property owner. Pending location of Sioux Laundry generator, Stockwell to finish 95% design drawings and specifications for review by City staff (January).

Action | City staff to negotiate easement for Sioux Laundry generator location with property owner and submit Streeter Drive easement exhibit and document to property owner for review and acceptance.

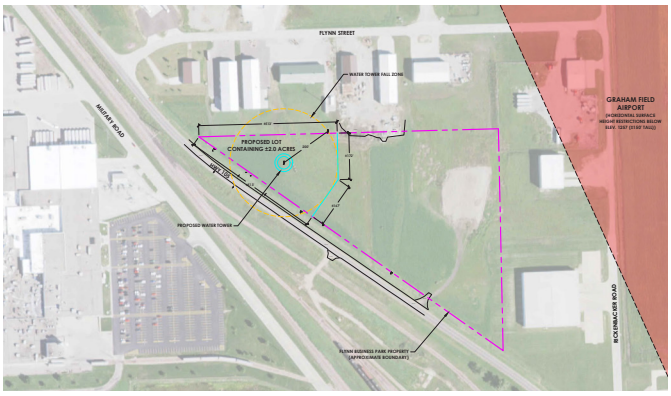
Streeter Drive Reconstruction

The Streeter Drive ReconstructionProject consists of survey, design, bidding, and construction administration and staking services to realign Streeter Drive from the connection to Sodrac Drive north approximately 800' and overlay the remainder of Streeter Drive to Northshore Drive. The scope of work also includes property owner and private utility meetings, one public meeting, and design of necessary drainage facilities.

Update | Preliminary project discussions with the SDDOT and Simpco have resulted in looking at additional funding sources and potential expansion of project scope to include removal of existing Streeter Drive, new bicycle network trailhead along River Drive, and realignment of Sioux Point Road to connect with Sodrac Drive. Meeting is scheduled with SDDOT, Simpco, Stockwell, and City staff on January 14 in Sioux Falls to discuss project scope and funding.

Action | Determine path forward with funding and scope after January 14 meeting.

Water Study & Tower



Action | None.

The Water study and Tower project consists of updating the previously prepared Preliminary Report for Water Supply Improvements and provide survey, design, bidding and construction administration services for a new water tower in the Flynn Business Park.

Update | Water Tower funding application has been placed on the State Water Plan (notice of funding is anticipated April 2020). Topographic survey of water tower site in south Flynn Business Park has been completed. Use water modeling to confirm location of new water tower. Design water tower in anticipation of funding and bidding spring 2020.

01-06-2020

JEO Project Status Report

To: City of North Sioux City

Date: December 23, 2019

Report Prepared By: Ethan E. Joy, PE

JEO #	Project	Funding Source #	Current Status	JEO Action	City Action	Schedule
R161479	Big Sioux River Levee Certification Evaluation	Local funds	FEMA has the latest comments from the City. Will need to wait for FEMA to complete reviews of the comments		None at this time	Will need to monitor to see when FEMA responds
R160368	Military Road Bridge Reconstruction	Sioux City Project	Roadway open for the winter		None at this time	Roadway will be open all winter, but intersection at Riverside will be closed next spring to be reconstructed.
R190926	Wastewater Study Addendum and Rate Study	Local Funds	Submitted request to SD DENR for new wastewater plant discharge limits	Scheduling meetings with local industry stakeholders in early January	None at this time	Will be a delay on the final report due to SD DENR schedule and industry stakeholder meetings, planning for late January.
R190597	Northshore Sewer CIPP	Local Funds	Work to begin around March 1st.		None at this time	Project Completion Date: June 29, 2020

Items in red are new from the previous report

Thank you.

Ethan E. Joy, PE
Branch Manager

Your Goals, Our Team, One Vision

UNAPPROVED MINUTES
North Sioux City Planning Commission
December 26, 2019

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

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

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

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

New Business: Plat – LOTS 1 AND 2 OF LYNN TRACT 8 BEING A REPLAT OF LOT8 OF FLYNN TRACT 7, AN ADDITION TO THE CITY OF NORTH SIOUX CITY, ALL IN THE NORTH HALF OF SECTION 10, TOWNSHIP 89 NORTH, RANGE 48 WEST OF THE 5TH P.M., NORTH SIOUX CITY, UNION COUNTY, SOUTH DAKOTA
Motion by Linden, second by Holbrook to approve the Plat as presented and send to City Council Meeting 01-06-20. All members present voted aye.

Other Business: 501 Hwy 105 N – Morton Building, 105 Gateway Dr. – Internal Remodel, 509 S Flynn St. – Morton Building, 206 S. Canterbury Cir. – New Home

Motion by Holbrook, second by Carpenter to adjourn at 4:03 p.m. All members present voted aye.

Dated this December 26, 2019
Jennifer Roupe
Finance Assistant