



North Sioux City, South Dakota
Regular Meeting of the City Council
January 3, 2017 – 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 19, 2016
- F. Agenda Items
 - 1. Approve Recurring Payments
 - 2. Legal Newspaper Designation
 - 3. 2017 Council Meeting Schedule
 - 4. Municipal Election – 2017 Vacancies
- G. Community and Council Input
- H. Executive Session*
- 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 19, 2016

Meeting called to order at 7:00 p.m. by President Dan Parks. Berg, Christiansen, Cropley, Parks, Slater, Reiff and Verdoorn were present. Absent: Mayor Fredericksen and Beavers. Also in attendance were City Administrator Ted Cherry and Finance Officer Susan Kloostra.

Parks led the Pledge of Allegiance.

Motion by Cropley second by Reiff to approve the agenda with the addition of Resolution 2016-09. Unanimous.

Motion by Christiansen second by Cropley to approve the December 5 Regular Council Meeting Minutes. Unanimous.

Motion by Cropley second by Berg to open the hearing for the application of a new Malt Beverage License at 7:03 pm. No public input was received. Council discussion was held. Cropley questioned if the on/off sale was the correct classification since there would be no on sale option. It was recommended Kloostra contact the owner to ensure we approve the correct license. Motion by Cropley second by Berg to close the hearing at 7:06 pm. Unanimous. Parks tabled the item until Kloostra could speak to the owner.

Daniel Klapuch, from Royal Canin, was unable to attend tonight's meeting; however, he provided an update to Cherry. Royal Canin is still moving forward with their plan. At this time, Cherry stated, there have not been any odor complaints. Klapuch advised Cherry they are: 1) Continuing to clean the EQ tank every three weeks, 2) Updating to a higher quality filter media, 3) Working on prefiltered capabilities to remove more solids from the plant so it doesn't get to the treatment facility, 4) Contracted with a vendor to perform air tests to identify what components are causing the odors, and 5) Hired an engineer to manufacture their new screen. Cherry stated smells were reported on Watier but it is not believed to be associated with Royal Canin. The line will be smoked to rule out odors due to improper plumbing. Parks was pleased there was no odor complaints and to see Royal Canin moving forward as their timeline outlined. Slater wanted to know next steps if odors recur again. Cherry stated that since it has been declared a nuisance, if odor becomes present again, the next step would be to ticket Royal Canin. Reiff asked if the odors were unexpected odors, rather than odors expected when they notify the City. Cherry stated it would be unexpected odors.

Cherry reported that at the end of November, Freedom Church vacated the premises of 114 Main Street. Cherry asked for Council's direction. Council's consensus was to have Building Inspector Gary Roan inspect the facility as well as contact a real estate agent to evaluate the property's value. Cropley stated the City is not in the business of being a landlord. Reiff wanted to be open to options, if something presented itself. Cherry will report back to Council at the January 3 meeting.

Motion by second Christiansen second by Reiff to upgrade the employment status of Heather Hanson from probationary to regular. Unanimous.

Legislative Days will be held February 7 and 8 in Pierre. Council members who wish to attend, please let Cherry know.

Sealed bids for the Casey's Lift Station project were opened at City Hall on December 15 by City Engineer Greg Meyer, Cherry and Public Works Superintendent Tim Hogan. The engineer's estimate for the project was \$443,120.00. The bids were as follows:

BIDDER	BID
Grundman-Hicks, L.L.C.	\$ 311,000.24
H & W Contracting	\$ 451,010.00
Otter Creek	\$ 394,478.00
Zeisler Construction	\$ 551,040.00

Meyer recommends awarding the Bid to Grundman-Hicks, L.L.C. in the amount of \$311,000 without the alternatives, with the assumption the City accepts the potential liability for the surcharge of the sewer. Meyer presented additional information regarding the Casey's Lift Station project and capacity. Christiansen asked for clarification of the surcharge of the sewer. Meyer stated he was referencing flooding the manholes. With the flow monitoring, it was found that there are inconsistent peaks creating near capacity, once a day for 5-10 minutes. It is unknown what creates the near capacity but Meyer states they will continue to research the whys and possible solutions, including providing data to an engineering firm. Slater asked for expedited solutions as the housing development continues to grow. Motion by Christiansen second by Reiff to award the bid as recommended by Meyer to Grundman-Hicks, L.L.C. and authorize Mayor Fredericksen to sign the necessary documents. Unanimous.

Cherry presented the proposal from HDR, Inc. to study traffic in key areas as outlined. Discussion was held. The study is a partnership with Dakota Dunes CID, North Sioux City and SIMPCO. SIMPCO will manage most of the project and will fund 81.9% of the project with a federal grant, excluding traffic counts. North Sioux City and the Dakota Dunes CID will share the remaining expenses equally at \$10,543.50. Council wants to ensure the counts show a true representation of the traffic flow, especially during school hours. Motion by Cropley second by Christiansen to approve HDR, Inc.'s traffic study proposal and fund no more than \$10,600. Unanimous.

Kloostra presented to Council SD Legislative Audit's findings and Quam, Berglin & Post, P.C.'s recommendation regarding prior year's interfund loans from the 101 Fund to the 211, 214, 217 and 602 Funds. She stated while Council approved required supplemental budget appropriations for the three previous fiscal years, the prior administration did not make the necessary cash transfers to balance the funds and repay the loans which created a deficit in the aforementioned funds. Discussion was held. Berg asked if systems would be in place to prevent this from happening again. Kloostra and Cherry stated the changes are in place now. Motion by Reiff with a second from Berg to pass Resolution #2016-07. Unanimous.

CITY OF NORTH SIOUX CITY
RESOLUTION #2016-07

A RESOLUTION FOR THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE FUNDS OF LIQUOR/LODGING/DINING SALES TAX, GRANT REVOLVING LOAN, 911 EMERGENCY, AND WATER.

WHEREAS, There have been multiple years of deficit budgeting in which transfers between funds should have been made; and

WHEREAS, There has also been further deficit spending from the Liquor/Lodging/Dining Sales Tax fund, Grant Revolving Loan, 911 Emergency Fund, and Water Fund in recent years; and

WHEREAS, A transfer of funds from the General Fund to the Liquor/Lodging/Dining Sales Tax fund, Grant Revolving Loan, 911 Emergency Fund, and Water Fund must be made to satisfy South Dakota Legislative Audit.

THEREFORE BE IT RESOLVED THAT, a transfer of \$460,643.48 must be made as a debit to the 101 General Fund to the 211 Liquor/Lodging/Dining Sales Tax Fund; and

FURTHER BE IT RESOLVED THAT, a transfer of \$115,484.59 must be made as a debit to the 101 General Fund to the 214 911 Fund; and

FURTHER BE IT RESOLVED THAT, a transfer of \$309,775.73 must be made as a debit to the 101 General Fund to the 602 Water Fund; and

FURTHER BE IT RESOLVED THAT, a transfer of \$29,306.58 must be made as a debit to the 101 General Fund to the 217 Grant Revolving Loan Fund; and

FURTHER BE IT RESOLVED THAT, the above referenced transfers must be made before the end of the calendar year of 2016.

Adopted this 19th day of December, 2016

Randy Fredericksen, Mayor

ATTEST:

Susan Kloostra, Finance Officer

Motion by Cropley second by Christiansen to approve Resolution #2016-08 as presented. Unanimous.

CITY OF NORTH SIOUX CITY
RESOLUTION #2016-08

A RESOLUTION DECREASING THE SPEED LIMIT ON CAMPBELL STREET TO 15 MPH, ON WESTSHORE DRIVE FROM NORTHSHORE DRIVE TO THE ADAMS NATURE CENTER TO 25 MPH, AND ON NORTHSHORE DRIVE TO 15 MPH WHEN CHILDREN ARE PRESENT.

WHEREAS, the Chief of Police has identified Campbell Street as a residential street and the speed limit on Campbell Street being 25 mph; and

WHEREAS, this has been identified to be an unsafe condition for a residential neighborhood; and

WHEREAS, the Chief of Police has identified Westshore Drive as a contiguous street to Northshore which has a speed limit of 25 mph and a street which is used for some residential traffic; and

WHEREAS, Westshore has a current speed limit from Northshore to the Adams Nature Center of 30mph; and

WHEREAS, this has been identified as an unsafe condition; and

WHEREAS, Northshore Drive has recently been acquired by the City of North Sioux City; and

WHEREAS, the City of North Sioux City has the responsibility to set the speed limits for Northshore Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, the speed limit on Campbell Street is hereby decreased from 25 mph to 15 mph,

AND FURTHER BE IT RESOLVED, the speed limit on Westshore Drive from Northshore Drive to The Adams Nature Center is hereby decreased from 30 mph to 25 mph,

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

AND FURTHER BE IT RESOLVED, the speed limit on Northshore Drive shall be 25 mph and when children are present it shall be 15 mph.

Adopted this 19th day of December, 2016

Randy Fredericksen, Mayor

ATTEST:

Susan Kloostra, Finance Officer

Motion by Christiansen second by Cropley to approved the second reading of Ordinance #2016-08 to establish a franchise agreement with VAST Franchise Agreement. Unanimous.

ORDINANCE #2016-08

AN ORDINANCE GRANTING TO CLARITY TELECOM, LLC. dba VAST BROADBAND ("VAST"), A DELAWARE LIMITED LIABILITY COMPANY, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG AND ACROSS THE PRESENT AND FUTURE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE CITY OF NORTH SIOUX CITY, SD AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, POLES, LINES, CABLES, WIRES, MANHOLES, AND ALL OTHER FIXTURES AND EQUIPMENT NECESSARY FOR THE MAINTENANCE AND OPERATION IN THE CITY OF A CABLE TELEVISION SYSTEM, FOR THE PURPOSE OR TRANSMISSION AND DISTRIBUTION OF AUDIO, VISUAL, ELECTRONIC AND ELECTRICAL SIGNALS, AND OTHER ELECTRONIC IMPULSES IN ORDER TO FURNISH TELEVISION AND RADIO PROGRAMS AND VARIOUS OTHER COMMUNICATION SERVICES TO THE PUBLIC, THROUGH APRIL 30, 2021, AND PROVIDING FOR COMPENSATION TO THE CITY.

BE IT ORDAINED by the City Council of the City of North Sioux City that, pursuant to the following,

SECTION I - TITLE

This Ordinance shall be known and may be cited as the "VAST Cable Television Ordinance" and is sometimes referred to as the "franchise".

SECTION II - DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Basic Cable Service" means the service tier which includes the retransmission of local television broadcast signals and public, educational, and governmental access channels.
2. "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, (codified at 47 U.S.C. §§521-611 ([1982 & Supp. V. 1987])), as amended by the Cable Television Consumer Protection

and Competition Act of 1992, Pub. L. No. 102-385, and the Telecommunications Act of 1996, Pub. L. No. 104-104 (1996) as it may, from time to time, be amended.

3. "Cable service or services" means (A) the one-way transmission to subscribers of (i) video programming or (ii) other programming service; and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).
4. "Cable system or system" means any facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed or used to provide cable services which includes video programming and which is provided to multiple subscribers within the City, but such term does not include:
 1. A facility that serves subscribers without using any right-of-ways;
 2. A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. §541(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; or
 3. Any facilities of any electric utility used solely for operating its electric utility systems.
5. "City" or "Grantor" is the City of North Sioux City, South Dakota.
6. "Council" is the City Council of North Sioux City, South Dakota.
7. "Facility" or "facilities" means Grantee's wires, cables, towers, poles, communication attachments, fibers, equipment facilities, wireless communications facilities, and other component parts utilized to provide cable service and/or video programming to be installed or located in, along, over, upon, under, or through the right-of-ways by Grantee.
8. "FCC" shall mean Federal Communications Commission.
9. "Gross revenue" means any and all revenue in whatever form from any source received by Grantee or an affiliate of Grantee that would otherwise be subject to the payment of franchise fees pursuant to the provisions of 47 U.S.C. §542 derived from the operation of the cable system to provide cable service within the City. Gross revenues shall include, but are not limited to, all revenue received from basic and expanded basic. The term does not include any taxes or fees on cable services furnished by Grantee and imposed directly upon any subscriber, nonsubscriber, or user by federal, state, or local law and collected by grantee on behalf of such governmental unit.
 1. Gross revenues does not include any revenue which cannot be collected by Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in gross revenues for the collection period.
 2. The term does not include revenue received from advertising, home shopping service commissions, leased access and service charges, including, but not limited to, installation, disconnection, repair, or other similar service charges.
 4. It is understood that over the term of a franchise, Grantee may provide new services that are classified as cable services under a franchise and federal law. The parties anticipate and agree that such services shall be subject to franchise fees under this chapter and a franchise without any further amendment or other action by the parties hereto.

10. "Person" is any person, firm, partnership, association, corporation or organization of any kind and any other legally recognized entity.
11. "Grantee" is Clarity Telecom, LLC. dba Vast Broadband ("VAST") or anyone who succeeds VAST in accordance with the revisions of this Ordinance.
12. "Right-of-way" or "right-of-ways" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, or any public easement or right-of-ways now or hereafter held by the City which shall, within its proper use and meaning, entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a system.
13. "Service area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.
14. "Subscribers" are those persons to receive cable television reception services furnished under this ordinance by Grantee.

SECTION III - GRANT OF NON-EXCLUSIVE AUTHORITY

There is hereby granted by the City to the Grantee, and to its successors, assigns or designees, the non-exclusive franchise and right to erect, maintain, and, construct facilities and to operate a cable system in the City for the purposes of offering cable service. The Grantee may utilize the right-of-ways within the City for the operation of a cable system providing cable service, subject to the requirements of this ordinance and all other applicable codes, laws, and regulations, both state and federal. This franchise shall commence from and after the effective date of this Ordinance and terminate on April 30, 2021,

As a condition of use of the right-of-ways, every Grantee, at its sole cost and expense shall indemnify and hold harmless City for all damages and penalties as a result of the exercise of this franchise as described in XXIII of this Ordinance.

SECTION IV - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

1. The Grantee shall, during the term hereof, except in those areas which have been preempted by the Acts, Laws and regulations of the Government of the United States, be subject to all lawful exercise of the regulating and police powers of the City.
2. Grantee shall not, as to rates and charges, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage. This section shall not be construed to prohibit promotional or bulk discounts, or discounts that may be made available to seniors or the economically disadvantaged.
3. Grantee agrees to comply with the provisions of the Communications Act of 1934, § 631(a), (a)(1)(A-E), as amended, 47 U.S.C.A. § 551(a), (a)(1)(A-E).

SECTION V - TERRITORIAL AREA INVOLVED

1. This Ordinance relates to the present territorial limits of the City and to any area annexed thereto during the term of this Ordinance. ("Service Area")

2. Grantee may, but shall not be required to, serve areas or individual homes adjoining, but outside the City limits and that may be served from its existing facilities. Grantee may negotiate directly with such customers the amount to be charged for the bringing of the service to the customer.
3. Services provided by the Grantee under this franchise shall be made available to all points within the Service Area during the term of this franchise mutually agreed to by Grantee and the City.

SECTION VI - TECHNICAL STANDARDS

Grantee shall be governed by technical standards established by the FCC and is responsible for ensuring that its system is designed, installed, and operated in a manner that fully complies with applicable FCC rules including Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time.

SECTION VII - OPERATION AND MAINTENANCE OF SYSTEM

1. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest possible time. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during minimal use of the system.
2. All service requests and complaints should be responded to within twenty-four (24) hours of receipt.

SECTION VIII - SAFETY REQUIREMENTS

The Grantee shall, at all times, employ ordinary care and shall use and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries or nuisances to the public.

SECTION IX - NEW DEVELOPMENTS

The City shall agree to amend this franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity to more effectively, efficiently or economically serve its subscribers. Provided, however, that this section shall not be construed to require the City to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

SECTION X - LIMITATIONS ON RIGHTS GRANTED

1. All facilities, including transmission and distribution structures, lines, and equipment, erected by the Grantee within the City shall be maintained and located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places, and said facilities, including poles or towers, shall be removed by Grantee whenever the City reasonably finds that the same restricts or obstructs the operation or location of any future streets or public places in the City of North Sioux City, SD.
2. All facilities, including transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with any installations of the City or of a public utility serving the City, or to interfere with new improvements the City may deem proper to make.
3. In the maintenance and operation of Grantee's cable system in the City right-of-ways, and in the course of any new construction or addition to their facilities, Grantee shall proceed so as to cause the least possible inconvenience to the general public: any opening or obstruction in the streets or other

public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boarding's, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning indicators.

4. All work in any way necessitated by the business of Grantee which may involve the disturbing, damaging, opening, excavating, breaking up or tearing up of a portion of a City right-of-way, including street, sidewalk or other part of any City-owned or City-controlled property, shall at the option of the City be done by the City at the expense of Grantee. Prior to any excavation, opening, disturbing, breaking or tearing up of any right-of-way, Grantee shall notify the City and obtain any necessary permits and post any necessary bonds except where a bona fide emergency exists. Grantee agrees to retroactively apply for the proper permits in those instances where emergency excavation was conducted. In the event the City does not exercise its option, in case of disturbance, damaging, opening, excavating, breaking or tearing up of any City right-of-way, including street, sidewalk, alley, public way, or paved area, the Grantee shall at its own expense and in a manner approved by the City, replace and restore such right-of-way, street, sidewalk, alley, public walk, or paved area in as good as condition as before the work involving such disturbance was done. Grantee shall not be required to pay a fee for street openings.
5. If at any time during the period of this Ordinance the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Grantee, upon reasonable notice by the City, shall remove, relay and relocate its facilities, including poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
6. All installations of facilities and other equipment shall be in accordance with good engineering practices, and of sufficient height to comply with all existing City regulations, ordinances and state laws so as not to interfere in any manner with the right of the public or individual property owner, and any equipment in a public way or public place shall not interfere with the usual travel on such public way or usual use of such public place by the public and, during the construction, repair or removal thereof, shall not unduly obstruct or impede traffic.
7. The Grantee shall, on the request of (1) any person holding a building moving permit issued by the City, (2) any person holding a lawful over-size or over-height permit issued by the City or issued by an appropriate agency, (3) or any person who wishes to remove trees or structures from their property, shall temporarily raise or lower its wires to permit the moving of buildings or other oversized objects or to permit tree removal. The expense of such temporary or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. In no event shall City pay such expense. The Grantee shall be given not less than fourteen (14) days advance notice to arrange for such temporary wire changes.
8. Subject to any provisions of North Sioux City Ordinances, the Grantee shall have the authority to trim trees that are overhanging the streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Grantee, provided that Grantee has been first notified to perform such trimming and has unreasonably refused to do so. Trimming shall be done in accordance with any city requirements regarding such trimming.
9. In those areas within the City where a cable system offering cable service is currently placed underground, all facilities shall remain or be placed underground. In all sections of the City where the City designates an area where all presently above ground services are to be placed underground, the Grantee shall place its wires underground on the same time schedule and on the same conditions that are applicable to the providers of other above ground services in the designated areas and at no cost to the City.

10. The Grantee shall not allow its cable or other operations to interfere with television receptions of persons not served by the Grantee.

SECTION XI - OWNERSHIP AND REMOVAL OF FACILITIES

Notwithstanding anything to the contrary in Section X, upon termination of a franchise, Grantee or its successors and assigns shall retain ownership of the cable system and shall be entitled at its option and expense to remove the cable system from all right-of-ways, private property, or to abandon said cable system. Should Grantee elect to remove the cable system, it is obligated to restore all property to its prior condition. If Grantee fails to restore the property satisfactorily, the City may complete the work and Grantee shall reimburse the City within 90 days of receipt of an itemized bill for such work.

Except as otherwise agreed in writing at the time of installation, all facilities for cable services installed by Grantee at a subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment at its sole cost and expenses and is obligated to restore all property to its prior condition. Grantee shall have the right, at any time, to disclaim any further ownership rights to the interior wiring and the subscriber. Once such a notice is given, the interior wiring and any equipment or fitting specified in the notice shall become the property of the subscriber without any payment obligations on the part of the subscriber. Provided, however, the Grantee shall have the right, when it is providing service to the premises, to use said interior wiring and specified equipment without charge. Upon termination of service to any subscriber, the Grantee shall, subject to Federal regulations, promptly remove all its above ground facilities and equipment from the premises of such subscriber upon his request, except the service drop pedestal.

SECTION XII - ASSIGNMENT OF ORDINANCE

The Grantee shall not assign rights obtained under this Ordinance to another person without prior written notification to the City Commission, such notification shall be at least sixty (60) days before the effective date of such assignment.

SECTION XIII - DURATION AND RENEWAL OF ORDINANCE

The rights granted to the Grantee herein shall, except as provided in this Section, terminate on April 30, 2021 at which point Ordinance shall be subject to renewal pursuant to the provisions of the Cable Act, as amended, applicable to new ordinances that are in the nature of a franchise. Pending final completion of renewal proceedings, the Ordinance shall remain in effect even if the original term has expired.

SECTION XIV - RATES

1. Grantee shall at all times maintain on file with the City Finance Officer a schedule setting forth all rates and charges to be made to subscribers for cable services, including installation charges.
2. During the term hereof, and if required by the FCC, Grantee shall comply with the rate regulation rules of the Federal Communications Commission.
3. The monthly rate set forth in the schedule filed pursuant to subsection 1 above shall be payable in advance.
4. The Grantee shall not discriminate in rates between customers of the same category except to the extent permitted by the Cable Communications Policy Act of 1984, as amended, if applicable and Federal Communications Commission regulations.

SECTION XV - PAYMENT TO THE CITY

Grantee shall pay to the City during the term of the rights granted hereunder, and so long as the Grantee operates said system in an amount of up to three percent (3%) of its annual Gross Revenue. The City shall impose the same franchise fee percentage and Gross Revenue definition on all Grantees. Grantee shall continue to pay the current three percent (3%) fee until other Grantees pay a five percent (5%) fee effective May 1, 2021.

1. The franchise fee and community grant payment shall be due annually and payable within 75 days after the close of the preceding year. Each payment shall be accompanied by a brief report prepared by a representative of Grantee showing the basis for the computation.

SECTION XVI - EMERGENCY USE OF FACILITIES

In the case of any emergency or disaster, the Grantee shall, upon request of the Commission, make available its facilities to the City for emergency use during the emergency or disaster.

SECTION XVII - MISCELLANEOUS

1. Good Faith. Grantee and the City shall act reasonably and in good faith, deal fairly, and cooperate with each other to enable performance of all obligations under this chapter and achievements of the expected benefits.
2. Compliance with Law. Compliance with federal, state, and local laws and changes require:
 - a. If any federal, state, or local law or regulation requires or permits Grantee or the City to perform any service or act or shall prohibit Grantee or the City from performing any service or act which may be in conflict with the terms of a franchise, then as soon as possible following knowledge thereof, City and Grantee shall notify the other of the point of conflict believed to exist between such law or regulation.
 - b. If any section, sentence, clause, or phrase of this chapter or a franchise is for any reason held to be invalid, unenforceable, or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter or a franchise and the remainder shall remain in full force and effect.
3. Nonwaiver of Obligation. Grantee shall not be relieved of its obligation to comply with any of the provisions of this chapter or a franchise by reason of any failure of City to enforce prompt compliance.
4. Door-to-Door Sales & Peddlers. Subject to City Ordinances, Grantee shall be allowed to utilize a door-to-door sales force to market its cable service within the City
5. Signage. Subject to City Ordinances, Grantee shall not place or cause to be placed any sort of signs, advertisements, or other extraneous markings, whether relating to Grantee or any other person or entity on grantee's facilities located in or on the right-of-ways, except minimal markings necessary to identify the cable system for service, repair, maintenance, or emergency purposes, or as required by applicable law or regulation.

SECTION XVIII - MODIFICATION OF OBLIGATIONS

In addition to any other remedies provided by law or regulation, Grantee's obligations under this Ordinance may be modified, at its request, in accordance with Section 625 of Cable Communications

Policy Act of 1984 as it now exists, or as hereafter amended, replaced or superseded by other Act of Congress.

SECTION XIX- REMEDIES AVAILABLE TO CITY

If Grantee fails to perform in a timely manner any material obligation, as determined by the City, required herein, following notice from the City and an opportunity to cure such nonperformance, the City may remedy such violation in accordance with the following procedures:

- a. The City will first notify Grantee of the violation in writing by delivery of registered or certified mail, and demand correction within a reasonable time. Grantee shall have 30 days from receipt of the notice to: (a) respond to the City, contesting the assertion of noncompliance, which shall toll the running of any time frames hereunder until Grantee is afforded the public hearing required herein and a written determination of the City Commission has been issued, or (b) cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed. If Grantee fails to correct the violation within the time prescribed or if Grantee fails to commence corrective action within the time prescribed and diligently remedy such violation thereafter, Grantee will then be given 30 days' prior written notice of a public hearing to be held before the City Commission. Said notice will specify the violations alleged to have occurred.
- b. At the public hearing, the City Commission will hear and consider all relevant evidence, and thereafter render findings and its decision. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than five business days therefrom. The City shall notify Grantee in writing of the time and place of such meeting and provide Grantee with an opportunity to be heard.
- c. In the event the City council finds that Grantee has corrected the violation or has diligently commenced correction of such violation after notice thereof from the City and is diligently proceeding to fully remedy such violation, or that no material violation has occurred, the proceedings will terminate and no penalty or other sanction will be imposed.
- d. Subject to applicable federal and state law, in the event the City council finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the City council may establish a date, no earlier than 30 days following notification, by which grantee must comply with the obligation or the City may thereafter seek specific performance of any franchise provision, which reasonably lends itself to such remedy. In addition, the City council may impose reasonable damages and enforce imposition of such damages.

Notwithstanding this Section, the City may, at its sole discretion, take any lawful action which it deems appropriate to enforce a franchise and the exercise of any of the remedies as set forth herein shall not constitute an election of remedies or otherwise be considered a waiver by the City to take any lawful action or exercise any appropriate remedy it deems appropriate to enforce the terms and conditions of this chapter and a franchise.

SECTION XX - LIABILITY AND INDEMNIFICATION

1. **Indemnify & Hold Harmless.** Grantee agrees, by acceptance of this franchise, that it shall indemnify and save free and harmless, and by the acceptance of a franchise, agrees to indemnify and save free and harmless the City, the City Council, each member thereof, all officers, agents, employees, and members of boards and commissions of the City from and against any and all liability by reason of or arising out of any and all claims, demands, causes of action, or proceedings which may be asserted, prosecuted, or established against them or any of them, for injury to persons or tangible damage to property of whatever nature arising out of the use by Grantee of the right-of-ways, or of any other

operations or activities of Grantee pursuant to this chapter and a franchise and the operation of a cable system, whether such damage shall be caused by negligence or otherwise (including but not limited to any liability for damages for defamation and damages by reason of or arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees of programs to be delivered by Grantee's cable system or vehicle operations) and irrespective of the amount of the liability insurance policies required hereunder, but excepting therefrom liability arising out of any claim, demand, cause of action, or proceeding resulting from the negligence or willful misconduct of the City, the City council, each member thereof, or officers, agents, employees, or members of boards and commissions of the City.

2. Defend at own cost. Grantee, by the acceptance of a Franchise, agrees to defend at its own cost and expense the City, the City council, each member thereof, all officers, agents, employees, and members of boards and commissions of the City against any and all claims, demands, actions, or proceedings brought against them or any of them, in respect to the matters embraced by the indemnity set forth herein and regardless of a cross-indemnity claim that is or may be asserted by Grantee against the City.
3. Insurance requirement. Concurrently, with the filing of the acceptance of award of a franchise, Grantee shall furnish to the City and at all times during the existence of franchise shall maintain in full force and effect, at its own cost and expense, a commercial general liability insurance policy and in a form reasonably satisfactory to the City. Said policy shall include, but shall not be limited to, personal injury, broad-form property damage, blanket contractual, completed operations, underground hazard, explosion and collapse hazard, independent contractors, vaults, and products liability insurance. Said policy shall ensure Grantee, the City, the City council, each member thereof, all officers, agents, employees, and members of boards or commissions of the City against liability for all matters embraced herein with minimum combined single liability limit of one million dollars (\$1,000,000).
4. Workers' compensation insurance requirement. Grantee will obtain and maintain workers' compensation insurance for all grantee's employees, and in case any work is sublet, Grantee will require any subcontractor similarly to provide workers' compensation insurance for all subcontractor's employees, in compliance with state laws, and to fully protect the City from any and all claims arising out of work-related occurrences. Grantee, by acceptance of a franchise, thereby agrees it indemnifies City for any damage resulting to it from failure of either Grantee or any subcontractor to obtain and maintain such insurance. Grantee will provide the City with a certificate of insurance indicating workers' compensation insurance prior to operations under a franchise and the commencement of any construction, system upgrade, reconstruction, or maintenance of a system. The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverage is adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.
5. Auto liability requirement. Grantee shall provide automobile liability insurance covering all grantee's owned, non-owned, and hired automobiles, trucks, and trailers. Such insurance shall provide coverage at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than one million (\$1,000,000) combined single limit each occurrence. This insurance coverage shall be increased/decreased annually to reflect changes in the Consumer Price Index.
6. Cancellation of insurance. Each of the above-listed policies of insurance shall contain a provision that a written notice of cancellation or reduction in coverage shall be delivered to the Mayor 30 days in advance of the effective date thereof. If such insurance is provided by a policy which also covers any other entity or person other than those above-named, then such policy shall contain the standard

cross-liability enforcement. Grantee will not cancel or reduce said insurance coverage without the City having been given 30 days' prior written notice thereof by Grantee.

7. Certificate on file. A certificate of insurance coverage shall be filed in the office of the Mayor concurrently upon the acceptance of the award of this franchise and shall be updated annually if any changes to the policies occur. The grantee will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The grantee agrees to hold the City harmless from any liability, including additional premium due because of the grantee's failure to maintain the coverage limits required.
8. Waiver of subrogation. Any insurance policies procured by grantee shall provide that the insurance carrier waives all rights of subrogation against the City, except as they relate to gross negligence or willful misconduct on the part of the City and except as related to workers' compensation insurance.
9. Liability to third parties. Grantee shall be liable for the acts of its third parties (contractors and subcontractors) and ensure that before commencement of work regarding construction, operation, and maintenance of its cable system, any such third parties have provided insurance in compliance with this chapter.
10. Survival of obligation. Grantee's covenants and obligations under this Article XXIII shall survive the expiration or any termination of a franchise agreement for a period of two years.

SECTION XXI – SEVERABILITY

If any Section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, or is superseded or preempted by FCC regulation, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Dated this 19th day of December, 2016.

CITY OF NORTH SIOUX CITY

BY _____
Randy Fredericksen, Mayor

ATTEST:

BY: _____
Susan Kloostra, Finance Officer

(SEAL)

CLARITY TELECOM, LLC
dba VAST BROADBAND

BY: _____
_____, Manager

Kloostra presented for Council's approval the Supplemental Appropriations Ordinance to meet the obligations for the following departments. Kloostra noted a reduction in the Capital Projects Fund amount from \$2,876,163.44 to \$2,677,244.03. Motion by Berg second by Christiansen to approve the second reading of Ordinance 2016-09.

ORDINANCE NO. 2016-09
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 101	THIRD PENNY 211	911 EMERGENCY 214	REVOLVING LOAN 217	RIVER VALLEY TIF 218	CAPITAL PROJECTS 519
APPROPRIATION						
421 Police	84,000.00		7,300.00			
431 Streets						2,677,244.03
465 Economic Development	120,000.00				25,000.00	
466 Economic Opportunity		178,092.91		13,291.00		
TOTAL APPROPRIATIONS	<u>\$ 204,000.00</u>	<u>\$ 178,092.91</u>	<u>\$ 7,300.00</u>	<u>\$ 13,291.00</u>	<u>\$ 25,000.00</u>	<u>\$ 2,677,244.03</u>
SOURCE OF FUNDING						
100 Unassigned Fund Balance	204,000.00		7,300.00		25,000.00	2,677,244.03
360 Miscellaneous Revenue		178,092.91		13,291.00		
TOTAL FUNDING	<u>\$ 204,000.00</u>	<u>\$ 178,092.91</u>	<u>\$ 7,300.00</u>	<u>\$ 13,291.00</u>	<u>\$ 25,000.00</u>	<u>\$ 2,677,244.03</u>

Dated this 5th day of December 2016

Attested:

Randy Fredericksen, Mayor

Susan Kloostra, Finance Officer

First Reading: December 5, 2016
Second Reading: December 19, 2016
Publication Date: December 22, 2016

Kloostra presented Resolution 2016-09 which authorizes the Finance Officer to transfer the cash from the 101 Fund to the 211 and 519 Fund as outlined in the supplemental appropriations. Motion by Reiff second by Cropley to approve the resolution as presented. Unanimous.

CITY OF NORTH SIOUX CITY
RESOLUTION NO. #2016-09

A RESOLUTION TRANSFERRING FUNDS FROM THE GENERAL FUND TO THE CAPITAL IMPROVEMENT
FUND AND THE LIQUOR/LODGING & DINING FUND.

The City Council of the City of North Sioux City, meeting in regular session on December 19, 2016, pursuant to SDLC 9-21-26.1, motion was made by _____, seconded by _____, that the following resolution be adopted:

WHEREAS, the City Council finds it necessary to supplement the Capital Projects Fund and the Liquor/Lodging & Dining Fund,

THEREFORE BE IT RESOLVED THAT, a transfer in the amount of \$2,677,244.03 shall be made from the 101 General Fund to the 519 Capital Projects Fund; and

FURTHER BE IT RESOLVED THAT, a transfer in the amount of \$178,092.91 shall be made from the 101 General Fund to the 211 Liquor/Lodging & Dining Fund.

Dated this 19th day of December, 2016.

CITY OF NORTH SIOUX CITY

By: Randy Fredericksen
Its: Mayor

ATTEST:

Susan Kloostra, Finance Officer

Cherry presented for Council's consideration an ordinance 2017-01 to create a Stormwater Utility fee for local users to repair and maintain the City's stormwater infrastructure including the levee certification. Engineer Meyer, per Cherry's request, provided a list of necessary future stormwater projects requiring funding. All properties within the municipality would be affected. The fee would be based on a weighted average that would be calculated using the owner's square footage. Discussion was held. Slater stated his hesitancy to put in a new fee given the City's good financial situation. Christiansen had mixed feelings but, believes it is a necessary need and we're playing catch up with infrastructure maintenance and repairs. Berg asked if the stormwater flow goes through Sioux City but Cherry stated it flows to the Big Sioux or McCook Lake. Croyley would like to see something in place as Meyer has previously reported the infrastructure is deteriorating. Parks asked if there could be an incremental implementation, but also stated the need to get away from the mindset that "we have money." He went on to say the City's monies should be held in reserve and be sustainable. Reiff related concern for pushing out commercial businesses. Motion by Slater second by Christiansen to table the topic until the January 16 meeting. Unanimous.

Community/council input:

- 1) Reiff asked about the new holiday lights as she was concerned, after the substantial cost to purchase, they were falling apart. Hogan stated they are not and spoke to light bulb replacements.
- 2) Slater inquired about snow removal efforts and thanked Public Works for their hard work, specifically noting Northshore Drive.
- 3) Parks asked about the City's policy regarding vehicles that do not get moved following a snow storm. Chief Headid referenced either a snow emergency is called or potential ticketing.
- 4) Kloostra informed Council that ROCS has hired a new cook for the Dakota Senior Meals.

Motion by Reiff second by Croyley to approve the bills as presented. Unanimous.

BRAUNGER FOOD SERVICE	852.18	CHILI FEED FOOD SUPPLIES
CED	571.10	CHRISTMAS LIGHTS BULBS (200)
CENTER POINT LGE PRINT	134.22	BOOKS (6)
CERTIFIED TESTING SERVICES,INC	3663.00	WESTSHORE RECONSTRUCTION PROJ
CHERRY, TED	57.96	EXPENSE REIMB-MULTIPLE MTGS
CITY OF SIOUX CITY	28112.38	NOV2016 SWR CHGS USAGE 13,406
DATA TECHNOLOGIES, INC.	2945.00	SUMMIT SOFTWARE INSTALLATION
DAKOTA DUNES/NSC TIMES	787.34	NOV2016 PUBLISHING
ELECTRIC INNOVATIONS	66.00	LIB-FIRE MONOTORING AGREEMENT
FERGUSON WATERWORKS	1234.04	RF BOXES (12)
FIRST FINANCIAL BANK USA	84.91	NOV2016 CC CHARGES
GILL HAULING	8675.85	NOV2016 RESIDENTIAL WASTE
HAWKINS, INC	1091.00	SULFUR DIOXIDE (6) & CHLORINE (9)
HENKINSCHULTZ	2083.00	BRANDING SESSION
INGRAM LIBRARY SERVICES	228.65	BOOKS (6), DVD'S (3)
JACK'S UNIFORMS & EQUIPMENT	15.00	SHIPPING CHARGE
JANITOR DEPOT, INC.	79.90	NAPKINS (1 CS), TOWELS (2 CS)-SR CENTER
KCAU TV	250.00	ADVERTISING 11/01-11/30
KPTH TV	775.00	ADVERTISING 10/31-11/25
KINGSBURY ELECTRONICS	14400.34	DEPOSIT-CNCL CHMBRS-AV PROJECT
LYLE SIGNS, INC	559.70	POST U-CHANNEL (12) SIGNS
MARX TRUCK TRAILER SALES	98.25	PLOW TANK
MIDAMERICAN ENERGY	11931.74	NOV2016 UTILITY CHGS
MOBILE AUTOGLASS SOLUTIONS LLC	139.00	REPLACED WINDOW-96 PLOW TRUCK
NSC AUTO REPAIR	534.19	DURANGO-SPRK PLUGS (8),IGN COIL
O'REILLY AUTOMOTIVE, INC.	105.27	FUEL FILTER (3), AIR FILTER
OFFICE ELEMENTS	614.11	COPY PAPER (10CS), BINDERS (5), FOLDERS
PER MAR SECURITY SVCS	170.91	1Q2017 SECURITY MONITORING SVC
PITNEY BOWES	215.04	4TH QTR-CITY HALL, POLICE DEPT
PRESTO-X COMPANY	215.61	NOV2016 PEST CONTROL-(4 LOCATIONS)
QUALIFIED PRESORT SVC, LLC	700.33	NOV2016 POSTAGE UTILITY BILLS
RICK HANSON PLUMBING INC.	91.84	REPAIRED LAV FAUCET-LIBRARY
GARY ROAN	780.00	OCT-DEC 2016 INPECTIONS (10)
ROBERTSON IMPLEMENT CO	211.65	CHAIN SAW PARTS (11)
SD DEPT OF REV & REGULATION	11.20	TITLE FOR 2016 INT TRUCK
SD ONE CALL	70.56	NOV2016 LOCATES (63)
SIOUX CITY JOURNAL	383.00	DAKOTA VALLEY WINTER SPORTS AD
UNION COUNTY WEED BOARD	517.15	SPRAY DIKE
VAST BROADBAND	981.78	DEC2016 PHN & INT CHGS
VERIZON WIRELESS	83.17	DEC2016 ACCT 787171140-CHERRY
WRIGHT EXPRESS FLEET SVCS	2027.43	NOV2016 FUE CHARGES

Motion by Cropley second by Berg to adjourn at 8:33 p.m. Unanimous.

Parks reconvened regular session at 8:59 p.m. Present was Berg, Christiansen, Cropley, Parks, Slater, and Reiff. Absent were Mayor Fredericksen, Beavers and Verdoorn.

Parks returned to tabled agenda item of the new Malt Beverage application. Kloostra reported back to Council that the owner wanted the off sale Malt Beverage license. Kloostra additionally reach out to the Department of Revenue to ensure the correct license type is selected on the application. Motion by Cropley second by Reiff to approve the new off sale Malt Beverage license for Nishrug LLC., d/b/a/ Jr's Oasis.

Motion by Cropley second by Christiansen to adjourn at 9:01 p.m. Unanimous.

Approved

Dan Parks, Council President

Attested

Susan Klootra, 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: Susan Kloostra
Date: 12/15/2016
Re: Recurring Vendor Payments

Background: Historically Council has worked with the Finance Officer regarding vendor payments that happen each month. Typically, these payments are set as EFT payments, due prior to a Council meeting or required during payroll. To avoid paying late fees or incurring finance charges, I respectfully request we authorize the following list of recurring vendors and their approximate payment. Council will see claim listings reporting this monthly activity.

<u>Vendor</u>		<u>Amount</u>
1 st Financial Bank Credit Card	Estimate	\$1,000.00
Canon Copier Leases		569.89
Principal Group Dental & Life Ins.	Estimate	1,900.00
SD Sales Tax	Estimate	600.00
US Bank Credit Card	Estimate	4,000.00
Utility Customer Refunds	Various and under	50.00
VAST Telephone & Cable	Estimate	850.00
Verizon Wireless	Estimate	800.00
Wellmark Health Insurance	Estimate	16,500.00
WEX Fleet Fuel	Estimate	2,500.00
<u>Payroll Vendor</u>		<u>Amount</u>
IRS Payroll Deposits (bi-weekly)	Estimate	9,500.00
Employee Deductions as requested	Estimate	3,400.00

Financial Consideration: Avoidance of late fees, finance charges or penalties.

Recommendation: Administration recommends approval.

/srk



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: Susan Kloostra
Date: 12/15/2016
Re: 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*. In previous years, the Council designated a second paper as well, the *Leader Courier*.

Financial Consideration: In 2015, we spent over \$7,300. In 2016, we have spent over \$8,600 with one month of publishing outstanding.

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

/srk



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: Susan Kloostra
Date: 12/15/2016
Re: Council Meeting Dates

Background: The following holidays fall on a Council meeting night. We would like to change these meetings to the Tuesday date as proposed.

<u>DATE</u>	<u>DAY</u>	<u>HOLIDAY</u>	<u>PROPOSED</u>
<u>1/16/2017</u>	Monday	Martin Luther King Jr. Day	<u>1/17/2017</u>
<u>2/20/2017</u>	Monday	Presidents' Day	<u>2/21/2017</u>
<u>9/4/2017</u>	Monday	Labor Day	<u>9/5/2017</u>

Financial Consideration: No cost incurred.

Recommendation: Administration recommends moving the meetings to the proposed dates.

/srk



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: Susan Kloostra
Date: 12/15/2016
Re: 2017 Municipal Election and Vacancies

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

The governing body must establish its election day as provided in SDCL 9-1-1 and to advertise the vacancies as follows.

- Mayor– 2 year term (Fredericksen)
- One Council person, Ward One – 2 year term (Verdoorn)
- One Council person, Ward Two – 2 year term (Cropley)
- One Council person, Ward Three – 2 year term (Berg)
- One Council person, Ward Four – 2 year term (Slater)

Financial Consideration: No cost incurred.

Recommendation: Administration recommends setting North Sioux City's Municipal Election to be April 11, 2016, and advertising the vacancies as listed.

/srk

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				LIBERTY NATIONAL				
			40028	BOMGAARS				
1526995	1	12/21/16	11/18/16	GLOVES (4)	31.96	101	101-4310-4260	1
	2			CLOTHING ALLOWANCE-SHANE	53.98	101	101-4310-4269	1
	3			CLOTHING ALLOWANCE-JERRY	53.98	101	101-4310-4269	1
	4			CLOTHING ALLOWANCE-LARRY	53.98	101	101-4310-4269	1
				INVOICE TOTAL	193.90			
1536387	1	12/21/16	12/02/16	BATTERY (3)	33.97	604	604-4320-4250	1
				INVOICE TOTAL	33.97			
1540450	1	12/21/16	12/07/16	KEY (11)	21.89	101	101-4310-4250	1
				INVOICE TOTAL	21.89			
1545200	1	12/21/16	12/13/16	SNOW SHOVEL (2),TAPE MEA (3), HEATER, ENAMEL HARD	114.38	101	101-4310-4250	1
				INVOICE TOTAL	114.38			
				VENDOR TOTAL	364.14			
				102466 CED				
8082464537	1	12/21/16	12/14/16	CROSSWALK BUTTONS	86.88	101	101-4310-4250	1
				INVOICE TOTAL	86.88			
				VENDOR TOTAL	86.88			
				100959 CLAIMS ASSOCIATES, INC.				
JUL2016	1	1/04/17	7/12/16	INSUR CLAIM REIMB	1,996.32	101	101-4310-4210	1
				INVOICE TOTAL	1,996.32			
				VENDOR TOTAL	1,996.32			
				101081 CRARY, HUFF, INKSTER, SHEEHAN				
255163	1	12/21/16	12/05/16	RVW VAST DOCUMENTS	75.00	101	101-4140-4221	1
				INVOICE TOTAL	75.00			
255164	1	12/21/16	12/05/16	MUNICIPAL CODE & ORDINAN AMENDMENTS	162.50	101	101-4111-4220	1
				INVOICE TOTAL	162.50			
255166	1	12/21/16	12/05/16	ZONING APPEAL-27 NSHORE	305.00	101	101-4232-4221	1
				INVOICE TOTAL	305.00			
255167	1	12/21/16	12/05/16	PREP & ATTEND COUNCIL MT RVW OF VAST FRANCHISE	875.00	101	101-4140-4221	1
	2			RVW OF STATE LAW, PREP O TITLE SEARCH, PREP OF WA DEED, RVW OF CORRESPONDE	495.00	101	101-4650-4290	1
	3			RVW OF CORRESPONDENCE/AR	92.50	101	101-4122-4221	1
				INVOICE TOTAL	1,462.50			
255168	1	12/21/16	12/05/16	CRIMINAL CITATIONS & TRI	670.00	101	101-4210-4221	1
				INVOICE TOTAL	670.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
255169	1	12/21/16	12/05/16	PERSONNEL MATTERS	50.00	101	101-4210-4221	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	2,725.00			
				102934 DATA TECHNOLOGIES, INC.				
42946	1	1/04/17	11/16/16	2017 SUMMIT LIC/SUPPORT	3,840.00	101	101-4140-4220	1
				INVOICE TOTAL	3,840.00			
				VENDOR TOTAL	3,840.00			
				429 DEMCO, INC				
6027064	1	12/21/16	12/14/16	BOOK JACKET COVER (2 CS)	125.69	101	101-4550-4260	1
				INVOICE TOTAL	125.69			
				VENDOR TOTAL	125.69			
				102022 ELECTRIC INNOVATIONS				
412111	1	1/04/17	11/30/16	PD REPLACEMENT KEYBOARD	63.66	101	101-4210-4220	1
				INVOICE TOTAL	63.66			
412260	1	12/21/16	12/15/16	DEC2016 TECH SUPPORT-CIT	800.00	101	101-4140-4220	1
	2			DEC2016 TECH SUPPORT-POL	385.00	101	101-4210-4220	1
	3			DEC2016 TECH SUPPORT-SR	60.00	101	101-4514-4220	1
	4			DEC2016 TECH SUPPORT-LIB	385.00	101	101-4550-4220	1
				INVOICE TOTAL	1,630.00			
				VENDOR TOTAL	1,693.66			
				102317 FERGUSON WATERWORKS				
0225564	1	12/21/16	12/20/16	HAND HELD READER	5,760.97	602	602-4330-4256	1
				INVOICE TOTAL	5,760.97			
0228432	1	12/21/16	12/14/16	WATER METER (2)	501.51	602	602-4330-4256	1
				INVOICE TOTAL	501.51			
				VENDOR TOTAL	6,262.48			
				999999999 19 GALVIN, MARYANN				
DEC2016	1	12/21/16	12/19/16	SR CENTER RENTAL-CANCELE TO WEATHER	200.00	101	101-3630-36201	1
				INVOICE TOTAL	200.00			
				VENDOR TOTAL	200.00			
				95246 GENERAL TRAFFIC CONTROLS, INC.				
17662	1	1/04/17	12/05/16	TRAFFIC SIGNAL EQUIPMENT LED 16 X 18 INSERT	377.60	101	101-4310-4255	1
				INVOICE TOTAL	377.60			
17673	1	12/21/16	12/16/16	TRAFFIC SIGNAL EQUIPMENT LED 16 X 18 INSERT	576.18	101	101-4310-4250	1
				INVOICE TOTAL	576.18			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	953.78			
				102701 INGRAM LIBRARY SERVICES				
96121650	1	1/04/17	12/07/16	DVD'S (3)	72.28	101	101-4550-4342	1
				INVOICE TOTAL	72.28			
96134530	1	1/04/17	12/08/16	BOOKS (2)	32.47	101	101-4550-4342	1
				INVOICE TOTAL	32.47			
96345891	1	12/21/16	12/16/16	BOOKS (117)	1,152.16	101	101-4550-4342	1
				INVOICE TOTAL	1,152.16			
96418125	1	12/21/16	12/20/16	BOOKS (12)	129.01	101	101-4550-4342	1
				INVOICE TOTAL	129.01			
96500575	1	12/21/16	12/25/16	DVD'S (4)	97.77	101	101-4550-4342	1
				INVOICE TOTAL	97.77			
				VENDOR TOTAL	1,483.69			
				40023 JACK'S UNIFORMS & EQUIPMENT				
64217A	1	1/04/17	12/13/16	CLOTHING ALLOWANCE-CLOSE	130.75	101	101-4210-4269	1
				INVOICE TOTAL	130.75			
64218A	1	1/04/17	12/13/16	CLOTHING ALLOWANCE-HEADI	38.95	101	101-4210-4269	1
				INVOICE TOTAL	38.95			
64352A	1	1/04/17	12/15/16	CLOTHING ALLOWANCE-MAHLK	551.25	101	101-4210-4269	1
				INVOICE TOTAL	551.25			
				VENDOR TOTAL	720.95			
				101636 JANITOR DEPOT, INC.				
154545	1	1/04/17	12/13/16	PD-REPAIR VACCUUM	48.87	101	101-4210-4250	1
				INVOICE TOTAL	48.87			
154590	1	12/21/16	12/14/16	TOWELS (2 CS)	79.83	101	101-4514-4260	1
				INVOICE TOTAL	79.83			
				VENDOR TOTAL	128.70			
				101940 KARA CORPORATION				
22647	1	1/04/17	12/20/16	2016 EMPLOYEE HOLIDAY DI	540.00	211	211-4660-4293	1
				INVOICE TOTAL	540.00			
				VENDOR TOTAL	540.00			
				102418 KEVIN ODELL ELECTRIC, INC.				
9085	1	12/21/16	12/20/16	MEMORIAL LIGHTS-REPAIRED REPLACED (1)	325.59	101	101-4520-4250	1
				INVOICE TOTAL	325.59			
				VENDOR TOTAL	325.59			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
241	1	12/21/16	12/20/16	40029 LEADER-COURIER CITY HALL-1 YR SUBSCRIPT	34.74	101	101-4140-4230	1
				INVOICE TOTAL	34.74			
3360	1	1/04/17	11/17/16	SR CENTER-1 YR SUBSCRIPT	37.00	101	101-4514-4230	1
				INVOICE TOTAL	37.00			
				VENDOR TOTAL	71.74			
731088	1	12/21/16	12/28/16	102666 MB CLEANING CLEANING-PD	540.00	101	101-4210-4251	1
				INVOICE TOTAL	540.00			
731089	1	12/21/16	12/28/16	CLEANING-CH	700.00	101	101-4192-4251	1
				INVOICE TOTAL	700.00			
731090	1	12/21/16	12/28/16	CLEANING-LIB	300.00	101	101-4550-4251	1
				INVOICE TOTAL	300.00			
731091	1	12/21/16	12/26/16	CLEANING-SR CENTER	140.00	101	101-4514-4250	1
				INVOICE TOTAL	140.00			
				VENDOR TOTAL	1,680.00			
110341216	1	12/21/16	12/19/16	40208 MIDAMERICAN ENERGY UTILITY CHGS-114 MAIN ST	69.22	101	101-4514-4280	1
				INVOICE TOTAL	69.22			
181216	1	12/21/16	12/19/16	UTILITY CHGS-SR CENTER	484.67	101	101-4514-4280	1
				INVOICE TOTAL	484.67			
				VENDOR TOTAL	553.89			
633757-00	1	1/04/17	12/13/16	102680 MIDWEST WHEEL REPAIR LAWN MOWER TRAILER	90.27	101	101-4310-4255	1
				INVOICE TOTAL	90.27			
				VENDOR TOTAL	90.27			
DEC2016	1	12/21/16	12/21/16	999999999 18 NISHRUG LLC ALCOHOL LICENSE REFUND	50.00	101	101-3200-32101	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
129438-0	1	1/04/17	12/16/16	95048 OFFICE ELEMENTS INDEX TABS (1 BX)	68.00	101	101-4140-4260	1
				INVOICE TOTAL	68.00			
				VENDOR TOTAL	68.00			
195455	1	12/21/16	12/22/16	40062 OFFICE SYSTEMS CO JAN2017 COPY & LEASE EXP	23.42	101	101-4140-4260	1
	2			JAN2017 COPY & LEASE EXP	23.43	211	211-4650-4260	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	3			JAN2017 COPY & LEASE EXP	23.43	602	602-4330-4260	1
	4			JAN2017 COPY & LEASE EXP	23.43	604	604-4320-4260	1
	5			JAN2017 COPY & LEASE EXP	23.43	101	101-4232-4260	1
	6			JAN2017 COPY & LEASE EXP	23.43	101	101-4122-4260	1
	7			JAN2017 COPY & LEASE EXP	23.43	101	101-4310-4260	1
				INVOICE TOTAL	164.00			
				VENDOR TOTAL	164.00			
014783	1	1/04/17	12/14/16	433 PETAL PUSHER GOODBYE PLANT	57.52	101	101-4210-4260	1
				INVOICE TOTAL	57.52			
				VENDOR TOTAL	57.52			
1002790226	1	12/21/16	12/13/16	40071 PITNEY BOWES CH-POSTAGE METER INK (2)	122.38	101	101-4140-4268	1
	2			PD-POSTAGE METER INK (1)	61.19	101	101-4210-4268	1
				INVOICE TOTAL	183.57			
				VENDOR TOTAL	183.57			
JAN2016	1	12/21/16	12/18/16	102601 PRINCIPAL LIFE INSUR CO JAN2017 LIFE/DTL PREM-AD	54.70	101	101-4122-4150	1
	2			JAN2017 LIFE/DTL PREM-FI	306.72	101	101-4140-4150	1
	3			JAN2017 LIFE/DTL PREM-PO	915.42	101	101-4210-4150	1
	4			JAN2017 LIFE/DTL PREM-ST	378.03	101	101-4310-4150	1
	5			JAN2017 LIFE/DTL PREM-LI	110.70	101	101-4550-4150	1
	6			JAN2017 LIFE/DTL PREM-WA	126.01	602	602-4330-4150	1
	7			JAN2017 LIFE/DTL PREM-SE	126.01	604	604-4320-4150	1
	8			JAN2017 LIFE/DTL PREM-EE	314.27	101	101-0200-2174	1
				INVOICE TOTAL	2,331.86			
				VENDOR TOTAL	2,331.86			
33186	1	1/04/17	12/14/16	102005 ROBERTSON IMPLEMENT CO CHAIN SAW BLADES SHARPEN	124.12	604	604-4320-4255	1
				INVOICE TOTAL	124.12			
				VENDOR TOTAL	124.12			
DEC2016	1	12/21/16	12/21/16	102061 ROUPE, JENNIFER MLGE REIMB-SUMMIT TRNG-L	36.12	101	101-4140-4270	1
				INVOICE TOTAL	36.12			
				VENDOR TOTAL	36.12			
4034824-00	1	12/21/16	12/20/16	102795 SCHIMBERG COMPANY WATER PLANT PARTS (25)	73.86	602	602-4330-4255	1
				INVOICE TOTAL	73.86			
				VENDOR TOTAL	73.86			
				100871 SD DEPT OF HEALTH				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
10574685	1	12/21/16	12/15/16	100871 SD DEPT OF HEALTH 11/18-12/13 BOD, SOLIDS	176.00	604	604-4320-4220	1
				INVOICE TOTAL	176.00			
				VENDOR TOTAL	176.00			
1104375002	1	12/21/16	12/20/16	102679 TITAN RENTALS PAYLOADER RENTAL (DURING LOADER REPAIR)	4,973.00	101	101-4310-4250	1
				INVOICE TOTAL	4,973.00			
				VENDOR TOTAL	4,973.00			
125232	1	1/04/17	12/05/16	102122 USABLUBOOK FLAGGING TAPE, STAFF GAU	256.75	101	101-4310-4260	1
				INVOICE TOTAL	256.75			
				VENDOR TOTAL	256.75			
DEC2016	1	12/21/16	12/21/16	102976 WELTE, LIANE REIMB-25 DOZ COOKIES	125.00	101	101-4550-4260	1
				INVOICE TOTAL	125.00			
				VENDOR TOTAL	125.00			
				LIBERTY NATIONAL TOTAL	32,462.58			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	32,462.58			
				GRAND TOTALS	32,462.58			