

AGENDA
CITY OF NORTH SIOUX CITY, SOUTH DAKOTA
REGULAR MEETING OF THE CITY COUNCIL
MAY 5, 2014
7:00 P.M. – CITY HALL

- 1. Call meeting to order at 7:00 P.M.**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**
- 5. Approval of Minutes: April 21, 2014, Regular Meeting**
- 6. Mayor: Don Fuxa**
 - A. Swearing In of Council Members**
 - B. Election of Council President and Vice President**
 - C. Municipal Appointments**
 - D. Corrected Petition for Annexation - Dakota Valley School District**
 - E. Letter of Support – Dakota Valley School District Bond Issue**
 - F. Streeter Drive Well Project Bids**
 - G. Ground Water Storage Project Bids**
 - H. Survey Plat**
 - I. WOW! Franchise Agreement/Ordinance (second reading)**
 - J. Proposed Sign Ordinance Amendments**
 - K. Retail Fireworks Permit Application**
- 7. Community and Council Input**
- 8. Executive session***
- 9. Approval of Fines**
- 10. Approval of Bills**
- 11. 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
CITY OF NORTH SIOUX CITY, SOUTH DAKOTA
REGULAR MEETING OF THE CITY COUNCIL
MAY 5, 2014
7:00 P.M. CITY HALL**

Meeting called to order at 7:00 p.m. by Mayor Fuxa. Roll call: Leitru, Parks, Meyer, Headid, Beavers, Rogers and Verdoorn were present. Christiansen was absent.

Mayor Fuxa led the Pledge of Allegiance.

Mayor Fuxa recognized District 16 Senate candidate Ann Tornberg of Beresford, South Dakota.

Motion by Parks, second by Verdoorn to approve the agenda as presented. Unanimous.

Motion by Headid, second by Rogers to approve the April 21, 2014, regular Council meeting minutes as presented. Unanimous.

Mayor Fuxa thanked outgoing Councilmember Jessica Headid for her service on the City Council.

Mayor Fuxa swore into office the following Council members: Harold Beavers (Ward 1), Dan Parks (Ward 2), and Tammy Reiff (Ward 3). Joan Christiansen (Ward 4) will be sworn in at a subsequent Council meeting.

Per SDCL 9-8-7, Mayor Fuxa requested nominations for Council President. Motion by Beavers, second by Leitru to nominate Meyer as Council President and to cease nominations. On a unanimous vote, Meyer was re-elected Council President.

Per SDCL 9-8-7, Mayor Fuxa requested nominations for Council Vice President. Motion by Leitru, second by Verdoorn to nominate Christiansen as Council Vice President and to cease nominations. On a unanimous vote, Christiansen was re-elected Council Vice President.

The appointment of municipal officers was presented by Mayor Fuxa as follows: Darrell Jesse, City Attorney; Sabrina Saylor, Assistant City Attorney; Jody Frye, Chief of Police; and Donna Houck, Finance Officer. Motion by Parks, second by Rogers to approve the appointment of Frye. Unanimous. Motion by Parks, second by Leitru to approve the appointment of Houck. Unanimous. Motion by Parks, second by Rogers to approve the appointments of Jesse and Saylor. Unanimous.

Motion by Leitru, second by Verdoorn to approve the following "Resolution to Annex Certain Real Estate." Unanimous. It was noted that the City had received a "Corrected Petition for Annexation" from the Dakota Valley School District.

**CITY OF NORTH SIOUX CITY
RESOLUTION #2014-01**

A RESOLUTION TO ANNEX CERTAIN REAL ESTATE

WHEREAS, a Petition has been filed with the Mayor and City Council of the City of North Sioux City, Union County, South Dakota in the manner and form required by law, requesting the voluntary annexation of certain real estate pursuant to SDCL 9-4-1, and legally described as:

Dakota Valley Tract 1 in the South Half of the Northwest Quarter of the Southwest Quarter of the Section 4, Township 89 North, Range 48, West of the 5th P.M., Less R-3 as platted in Book 10 of Plats on page 114, Union County, South Dakota.

WHEREAS, it has been determined that it would be in the public interest for the City of North Sioux City to annex the above described real estate for use in the future development of North Sioux City.

WHEREAS, the owner of the contiguous territory represents that they own 100 percent of the above described real estate and have voluntarily signed the Petition now before the City Council and that said property should be annexed into the City of North Sioux City, South Dakota.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of North Sioux City, South Dakota, that the following described real estate which is contiguous to the boundaries of the City of North Sioux City be, and the same is hereby annexed:

The South Half of the Northwest Quarter of the Section 4, Township 89 North, Range 28, West of the 5th P.M., Less R-3 as platted in Book 10 of Plats on page 114, Union County, South Dakota.

The above Resolution was moved by Councilmember Leitru and seconded by Councilmember Verdoorn and unanimously approved by seven (7) Council members at a meeting duly called and held on May 5, 2014.

Dated this 5 day of May, 2014.

DON FUXA, Mayor

ATTEST:

DONNA HOUCK, Finance Officer

Motion by Beavers, second by Rogers to draft a letter in support of the Dakota Valley School District Bond Issue. Unanimous.

Sealed bids for the Streeter Drive Well project were opened at City Hall on Friday, April 25, 2014, at 10:00 a.m. Human Resources Director Kory Menken and Greg Meyer from Buell, Winter, Mousel & Associates, P.C. were in attendance on the City's behalf. The bids were as follows:

<u>Bidder</u>	<u>Total Bid</u>
Layne Christensen	\$118,694
Charles Sargent Irrigation	\$188,490
Heine Electric & Irrigation	\$212,011

Motion by Beavers, second by Rogers to award the bid to Layne Christensen (\$118,694), and authorize Mayor Fuxa to sign the relevant contract documents. Unanimous.

Sealed bids for the Ground Storage Tank and Pump Station project were opened at City Hall on Thursday, May 1, 2014, at 10:00 a.m. Finance Officer Donna Houck, Interim Public Works Superintendent Tim Hogan and

Greg Meyer from Buell, Winter, Mousel & Associates, P.C. were in attendance on the City's behalf. The bids were as follows:

<u>Bidder</u>	<u>Total Bid</u>
Grundman Hicks	\$1,920,000

Motion by Leitru, second by Meyer to accept a revised bid amount of \$1,741,864 and award the bid to Grundman Hicks, and authorize Mayor Fuxa to sign the relevant contract documents. Unanimous.

Motion by Beavers, second by Verdoorn to approve the following survey plat. Unanimous.

Lot 2 of Lot "X" in the NW ¼ SW ¼ of Section 14, T89N, R48W of the 5th P.M., City of North Sioux City, Union County, South Dakota.

Motion by Beavers, second by Meyer to approve the second reading of an ordinance to establish a franchise agreement with WOW!/Knology of the Plains, Inc. Unanimous.

ORDINANCE #2014-4

AN ORDINANCE GRANTING UNTO KNOLOGY OF THE PLAINS, INC. ITS SUCCESSORS AND ASSIGNS, THE RIGHT, FRANCHISE AND AUTHORITY FOR THE PERIOD OF TWENTY (20) YEARS, TO ACQUIRE, CONSTRUCT AND OPERATE A BROADBAND TELECOMMUNICATIONS NETWORK AND TO SELL AND SUPPLY TO INDIVIDUALS, FIRMS AND CORPORATIONS, PUBLIC OR PRIVATE, AT ANY AND ALL PLACES, WITHIN THE CORPORATE LIMITS OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, AS SAID LIMITS NOW ARE OR HEREAFTER MAY BE ESTABLISHED, CABLE TELEVISION SERVICES; PRESCRIBING THE TERMS AND CONDITIONS THEREOF; AND PROVIDING FOR THE IMPOSITION AND COLLECTION OF A FRANCHISE FEE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA:

Section 1: DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words and their derivation 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 number include the plural number. The word "shall" is always mandatory and not merely directory.

- a. "City" is the City of North Sioux City, South Dakota.
- b. "Cable Television System", hereinafter referred to also as "Cable System" or "system", means a system of coaxial cables, fiber optic, or other electrical conductors and transmission equipment used or to be used primarily to receive television or radio signals directly or indirectly off-the-air and transmit them and other related services to subscribers for various fees.
- c. "Company" or "Franchisee" shall be Knology of the Plains, Inc., its successors and assigns.
- d. "Person" is any individual, firm, partnership, association, corporation, company or organization of any kind.

Section 2. TERM OF GRANT OF FRANCHISE

A non-exclusive franchise is hereby granted pursuant to SDCL 9-35-16 through 9-35-27, inclusive, unto the Franchisee, its successors and assigns, for a term of twenty (20) years commencing with the date this ordinance becomes effective, to acquire, construct, and operate a broadband telecommunications network over, under and upon the public streets and alleys of the City of North Sioux City, South Dakota, and to sell and supply to individuals, firms and corporations, public or private, at any and all places, within the corporate limits of the city, as said limits now are or hereafter may be established, audio and video communications services, subject to the conditions and restrictions as hereinafter provided and subject to this Ordinance, as amended from time to time.

Section 3. AGREEMENT AND WAIVER

Franchisee agrees to abide by all provisions of this franchise and all other applicable ordinances of the City, as they may hereafter be amended by the City. Franchisee further agrees to comply with all laws, statutes, codes, ordinances, rules and regulations of the United States and the State of South Dakota and to any of the agencies of each.

Section 4. APPLICABLE AREA AND RECONSTRUCTION

All broadband communication facilities shall be constructed, if applicable, and reconstructed in conformance with the applicable rules and regulations imposed upon the Franchisee or ordered by the Federal or State government and the applicable ordinances of the City in effect at the time of said construction or reconstruction. Further, this ordinance shall apply to the present territorial limits at the City and to any area henceforth added thereto during the period of this franchise. The Company shall be required to build only in those sections of the City that meet a density standard of eighty (80) homes per cable mile, including interconnecting trunk. Nothing herein contained is intended to preclude the Company from extending its cables and equipment to other portions of the City or outside the City for the purpose of servicing other areas, provided the Company is legally authorized to service the other areas.

Section 5. INSURANCE, LIABILITY, INDEMNIFICATION, BONDS AND CONSTRUCTION PROVISIONS

A. Insurance Requirements. The Franchisee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage. The Franchisee shall provide a Certificate of Insurance designating the Franchise Authority as an additional insured. Such insurance shall be non-cancelable except upon 30 days prior written notice to the City.

B. Indemnification. The Franchisee agrees to indemnify, save and hold harmless, and defend the City, its council members, officials, agents and employees, from and against any liability for damages and for liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Franchisee's construction, operation or maintenance of its System, including, but not limited to, reasonable attorney's fees and costs, provided that the City shall give the Franchisee written notice of its obligation to indemnify within 10 days of receipt of a claim or action pursuant to this section. If the necessary City determines that it is necessary for it to employ separate counsel, the costs of such separate counsel shall be the responsibility of the City.

Section 6. SERVICE STANDARDS AND REQUIREMENTS

A. Whenever it shall be necessary to shut off or interrupt service for the purpose of making repairs, adjustments, or installations, the Company shall do so at such times as will cause the least amount; of inconvenience to its subscribers if reasonably practical.

In the event of any interruption of service whether planned or unforeseen, the Company shall proceed with due diligence and restore service as quickly as possible under the circumstances.

C. Required Extensions of Service. Whenever the Franchisee shall receive a request for service from at least 15 residents within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its System to such Subscribers at no cost to said subscribers for system extension, other than the usual connections fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the System, or as provided for under Section 6 D below of this Franchise.

D. Subscribers Charges for Extension of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate their cable drop underground, existence of more than 150 feet of distance from distribution cable to connection of service to Subscribers, or a density of less than 15 residences per 1320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easement. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Franchisee and Subscribers in the area in which service may be expanded, the Franchisee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet of its trunk or distribution cable, and whose denominator equal 15 residences. Subscribers who request service hereunder, will bear the remainder of the construction and other costs on a pro rata basis. The Franchisee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

E. Service to Public Buildings. The Franchisee shall, upon request, provide without charge, one outlet of Basic Service to those Franchise Authority offices, fire station(s), police station(s), and public school building(s) that are passed by its System. The outlets of Basic Service shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Franchisee harmless from any and all liability or claims arising out of their use of such outlets, including but limited to, those arising from copyright liability.

F. Emergency Use. In the case of an emergency or disaster, the Franchisee shall, upon request of the City, make available its facilities for the City to provide emergency information and instruction during the emergency or disaster period. The City shall hold the Franchisee, its employees, officers, and assigns, harmless from any claim arising out of the emergency use of its facilities by the City, including, but not limited to, reasonable attorneys' fees and costs.

Section 7. SAFETY REQUIREMENTS

A. The Company shall at all times employ reasonable care in conducting its operations and shall install and use generally accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public.

B. The Company shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the applicable requirements of the National Safety Code and local ordinances

C. The Company shall maintain at all times its structures, lines, equipment, and connections in, over, under or upon the streets, sidewalks, alleys, and public ways or places of the City wherever situated or located, in a safe, suitable, substantial condition, and in good order and repair.

Section 8. NEW DEVELOPMENTS

It shall be the policy of the City to amend this ordinance liberally, upon application of the Company, to take advantage of any developments in the field of transmission of television signals and related services which will afford the Company an opportunity more effectively, efficiently, or economically to serve its customers. The City shall amend this ordinance, upon application of the Company, when necessary to enable the Company to respond to changes in Federal Communications Commission regulations, or other applicable governmental rules or requirements; such amendments shall be made by the City within one year from the date of any such changes in each rules, regulations, or requirements, or at the time of franchise renewal.

Section 9. CONDITIONS ON STREET OCCUPANCY

A. All transmission and distribution structures, lines and equipment erected by the Company within the city shall be located so 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 whose land may adjoin any of the said streets, alleys, or other public ways and places.

B. In case disturbance of any street, sidewalk, alley, public way or paved area is caused by the Company's construction or operations the Company shall, at its own cost and expense and in a manner approved by the city's appropriate authority, replace and restore such street, sidewalk, alley, public way, or paved area to a condition as good as its condition before the work causing such disturbance was performed.

C. The Company shall have the right, under the supervision at the City's appropriate authority, to trim trees upon and overhanging 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 cable of the Company or otherwise interfering with the operations of the Company.

D. The Company shall, at the request of any person holding a building moving permit issued by the City temporarily raise or lower its wires to permit the moving of the building. The expense of such temporary removal, raising, or lowering of wires, shall be paid by the person requesting the same, and the Company shall have authority to require such payment in advance. The Company shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary wire change.

E. If at any time during the term of this Franchise, the City shall elect to install or change the location of all or part of its water or sewage system or change or alter the grade of any street, avenue, public ground or highway, or add to existing street grades, curb and gutters, sidewalks, or storm sewers in such manner that the Company's cables or wires interfere therewith, the Company will upon being so directed by the governing body of the City, relocate its cables or wires in accordance therewith, the cost of such relocation to be assumed by the Company, its successors or assigns.

Section 10. FRANCHISE FEE

A. There is hereby imposed upon the Franchisee, and by its acceptance of this Franchise, it agrees to pay to the City a fee equal to three percent (3%) of the gross revenues from all sources of operations of the system within the City including, but not limited to, basic service monthly fees, pay cable service fees, rental income, installation and re-connection fees, and local advertising revenues derived from sales made to

consumers within the corporate limits of the City during the terms of this franchise, in order to compensate the City for the Franchisee's use of the streets, alleys and public ways for its poles, overhead wires, underground conduits and other broadband communication network facilities. The term gross revenues does not include any sales, excise or other taxes collected by Company on behalf of the state, city or other governmental unit. Under no circumstances will the Company be required to pay two franchise fees to provide the same service. Such fee shall be payable annually within ninety (90) days after the end of the Company's fiscal year and shall be accompanied by a report showing the total number of subscribers and the total income received from the sale of the Company's basic service to such subscribers.

B. **Renewal of Franchise.** The City and the Franchisee agree that any proceedings undertaken by the City that relate to the renewal of the Franchisee's Franchise shall be governed by and comply with the provisions of Section 626 of 47 USC 546 (hereinafter the "Cable Act"), as amended, unless the procedures and substantive protection set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

In addition to the procedures set forth in said Section 626(a), the City agrees to notify the Franchisee of all of its assessments regarding the identity of future-related community needs and interests, as well as, the past performance of the Franchisee under the then current Franchise term. The City further agrees that such preliminary assessments shall be provided to the Franchisee promptly so that the Franchisee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term. Notwithstanding anything to the contrary set forth in this Section, the Franchisee and the City agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the City and the Franchisee may agree to undertake and finalize informal negotiations regarding the renewal of the then current Franchise and the City may grant a renewal thereof. The Franchisee and the City consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

C. **Conditions of Sale.** If a renewal or extension of the Franchisee's Franchise is denied or the Franchise is lawfully terminated, and the City either lawfully terminated, and the City either lawfully acquires ownership of the System or by its actions lawfully effects a transfer of ownership of the System to any other party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Franchisee and the City agree that in the case of a final determination of a lawful revocation of the franchise, at the Franchisee's request, which shall be made in its sole discretion, the Franchisee shall be given a reasonable opportunity to effectuate a transfer of its System to a qualified third party. The City further agrees that during such a period of time, it shall authorize the Franchisee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Franchisee is unsuccessful in producing a qualified transferee or assignee of its System which is reasonably acceptable to the City, the Franchisee and the City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Franchisee's continued operation of its System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or the Franchisee.

D. **Transfer of Franchise.** The Franchisee's right, title or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled or by under common control with the Franchisee, without the prior consent of the City, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of the Franchisee in the Franchise or System in order to secure indebtedness. Within 30 days of receiving the request for transfer, the City shall, in

accordance with FCC rules and regulations, notify the Franchisee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the City has not taken action on the Franchisee's request for transfer within 120 days after receiving such request, consent by the City shall be deemed given.

E. Books and Record. The Franchisee agrees that the City upon reasonable notice to the Franchisee may review such of its books and records at the Franchisee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms thereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Franchisee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide subscriber information in violation of Section 631 of the Cable Act.

Section 11. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance shall be held invalid or unconstitutional or in conflict with the rules and regulations of any federal or state regulatory agency, including the Federal Communications Commission, the remaining provisions shall remain in full force and effect unless any such change resulting therefrom would, in the opinion of the City materially alter the terms of this ordinance. In the event the City finds that such change materially alters the terms of this ordinance, the City shall notify the Franchisee of its finding and shall set the matter for hearing and upon such hearing may vary the terms of this franchise to the extent possible to counter the effects of such holding.

Section 12. SYSTEM SECURITY-TAMPERING WITH CABLE TELEVISION EQUIPMENT

The Company shall have the right at all times to take such legal action as it deems necessary to preserve the security of its cable television system and to assure only authorized use thereof by its subscribers or other persons. Any person who willfully or maliciously uses or damages, or causes to be damaged, any wire, cable, conduit, apparatus or equipment of the Company with intent to obtain a signal or impulse therefrom without authorization of the company shall be liable to the Company in the amount of \$200.00 per occurrence or actual damage to the equipment or value of use of service whichever is greater.

Section 13. ASSIGNMENT OF FRANCHISE

This franchise shall apply to, inure to and bind the parties hereto and their successors and assigns, provided that any assignment by the Franchisee shall also be subject to the approval of the City Council by resolution, which approval shall not be unreasonably withheld.

Section 14. ACCEPTANCE BY FRANCHISEE

Within ten (10) days from and after the passage and publication of this ordinance, the Franchisee shall file with the City Clerk its acceptance of the provisions of this ordinance and its terms and conditions and said ordinance with acceptance shall become and be a binding contract between the City and the Franchisee.

Adopted this 5 day of May, 2014.

Don Fuxa, Mayor

ATTEST:

Donna Houck, Finance Officer

First reading: April 21, 2014

Second reading: May 5, 2014

Published: May 15, 2014

Discussion was held on proposed amendments to the City's sign ordinances, primarily as they pertain to sign placement within the public right-of-way. A first reading of the proposed amendments will be held during the May 19, 2014, regular Council meeting.

Motion by Beavers, second by Parks to approve the following application for retail fireworks permit.
Unanimous.

Zorts Power Source Fireworks
201 S. Derby Lane
North Sioux City, SD 57049

During community/council input: 1.) Ann Tornberg of Beresford shared information on the new Union County Historical Society museum, noted that she is a candidate for the District 16 Senate seat, and discussed the State's railroad improvement plan; and 2.) Charlie Keuck of 675 North Highway 105 raised concerns with a possible conflict of interest.

Motion by Parks, second by Meyer to enter Executive Session at 7:33 p.m. in accordance with SDCL 1-25-2 (section 1) to discuss personnel matters. Unanimous.

Regular session resumed at 7:53 p.m.

Motion by Leitru, second by Verdoorn to promote Tim Hogan to Public Works Superintendent at an annual salary of \$56,500 and subject to the regular 90-day probationary period. Unanimous.

Motion by Parks, second by Verdoorn to advertise for a full-time Public Works Department employee.
Unanimous.

Motion by Leitru, second by Verdoorn to extend Human Resources Director Kory Menken's employment contract to June 2017. Unanimous.

No fines to report.

Motion by Meyer, second by Parks for the approval of bills. Unanimous.

SD DEPT OF REV & REGULATION	\$4.00	LICENSE PLATE RENEWAL
AFLAC	\$927.76	APR 2014 PREMIUMS
COVENTRY HEALTH & LIFE INS CO	\$14,322.98	MAY 14 PREMIUMS

PRINCIPAL LIFE INSUR CO	\$1,907.62	MAY 2014 LIFE/DTL PREMIUMS
AMERICAN LEGAL SERVICES	\$36.20	PD COVERAGE
BARNES & NOBLE INC	\$47.18	BOOKS
BLANKENSHIP MEIER PAINTING & D	\$795.00	CITY HALL ADMIN OFFICE PAINTING
BOMGAARS	\$513.57	CONNECTOR,WRENCH,COUPLING,PIPE, TUBING
BUELL WINTER MOUSEL & ASSOC	\$5,689.60	STORM WATER PH 2 PERMIT ENGINEERING & CAD
CALHOUN COMMUNICATIONS INC.	\$287.76	WATER TOWER - RELAMP
CENTER POINT LGE PRINT	\$88.68	BOOKS
CREATIVE PROD SOURCING INC	\$29.40	DARE SUPPLIES
ROCS-DAKOTA SENIOR MEALS	\$7,600.00	2014 NSC SENIOR MEALS CONTRIBUTION
DEMCO, INC	\$486.04	UTILITY CART
ELECTION SYSTEMS & SOFTWARE	\$412.80	BALLOTS (4 WARDS)
ELECTRIC INNOVATIONS	\$1,630.00	MAY 2014 TECH SUPPORT
FIRST FINANCIAL BANK USA	\$110.83	CREDIT CARD CHARGES
FOUR SEASONS NORTH	\$124.75	MAY 2014 FITNESS CTR MEMBERSHIPS
GENERAL TRAFFIC CONTROLS, INC.	\$886.72	RIVER/MILITARY - FLASHING LIGHTS, BULBS
GILL HAULING INC	\$10,463.03	APR 2014 – RESIDENTIAL GARBAGE, SPRING CLEAN-UP
HAWKINS, INC	\$4,226.20	WATER CHEMICALS/POTASSIUM/CHLORIDE
INDUSTRIAL TOOLS & MACHINERY	\$269.71	HAIR PINS, SAWZALL BLADE, DRILL BITS
INGRAM LIBRARY SERVICES	\$63.81	BOOK
KEVIN O'DELL ELECTRIC, INC.	\$1,057.90	LAGOON-REPLACE BLOWER MOTOR STARTER, TRAFFIC LIGHTS
KUM & GO #615	\$23.32	APR 14 ARGUS LEADER NEWSPAPERS
MB CLEANING	\$700.00	APR 2014 CLEANING
OFFICE SYSTEMS CO	\$126.09	MAY 2014 COPIER LEASE & COPIES
PETAL PUSHER	\$48.00	FLOWERS
REICH PINTING & DECORATING CO	\$1,054.00	CNCL CHAMBERS - REMOVE & REPLACE WALLPAPER
GARY ROAN	\$1,180.00	MAR-APR 2014 CONTRACT SERVICES
SD DEPT OF REVENUE	\$201.00	3/18-4/15 SOLIDS,FECAL,BOD TESTS
SIOUXLAND ANIMAL HOSPITAL	\$221.75	VET SERVICES
VERIZON WIRELESS	\$749.62	APR 14 CELL PHONE CHARGES
WESTERN OFFICE TECHNOLOGIES	\$259.26	CHAIR MAT, DOOR STOPS
BROWN, BRANDON	\$8.56	CUSTOMER UTILITY DEPOSIT REFUND
STOGNER, HERBERT	\$32.67	CUSTOMER UTILITY DEPOSIT REFUND
STUDIO 13, LLC	\$25.50	CUSTOMER UTILITY DEPOSIT REFUND

As required by SDCL 6-1-10, the following is a list of the April 2014 payroll by department:

Finance	12,871.08
P&Z	225.00
Library	4,585.89
Police	28,639.18
Public Works	16,343.14

Adjournment was at 7:55 p.m., motion by Beavers and second by Leitru. Unanimous.

CITY OF NORTH SIOUX CITY

Don Fuxa, Mayor

ATTEST:

Donna Houck, Finance Officer

ATTEST:

Kory Menken, Human Resources Director