



**Special Meeting Agenda**

**City Council**

12:00 p.m. (noon) Special Meeting  
Monday, April 21, 2014  
Large Conference Room-City Hall  
25 Center Street  
Vermillion, South Dakota 57069

1. **Roll Call**
2. **Informational Session – Capital Improvement Plan 2014-2018 – John Prescott.**
3. **Briefing on the April 21, 2014 City Council Regular Meeting Agenda-** Briefings are intended to be informational only and no deliberation or decision will occur on this item.
4. **Adjourn**

Access the City Council Agenda on the web – [www.vermillion.us](http://www.vermillion.us)

**Addressing the Council:** Persons addressing the Council shall use the microphone at the podium. Please state your name and address. Presentations are limited to 5 minutes. For those who do not appear on the agenda, no decision is to be expected at this time.

**Meeting Assistance:** If you require assistance, alternative formats and/or accessible locations consistent with the Americans with Disabilities Act, please contact the City Manager’s Office at 677-7050 at least 3 working days prior to the meeting.

**Council Meetings:** City Council regular meetings are held the first and third Monday of each month at 7:00 p.m. If a meeting falls on a City holiday, the meeting will be scheduled for the following Tuesday.

**Live Broadcasts of Council Meetings On Cable Channel:** Regular City Council meetings are broadcast live on Cable Channel 3.

As a courtesy to others, we ask that cellular phones and pagers be turned off during the meeting.

## City of Vermillion Council Agenda

7:00 p.m. Regular Meeting

Monday, April 21, 2014

City Council Chambers

25 Center Street

Vermillion, South Dakota 57069



1. **Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
  - a. April 7, 2014 Special Session; April 7, 2014 Regular Session.
4. **Adoption of the Agenda**
5. **Visitors To Be Heard**
  - a. Earth Day Proclamation.
  - b. Arbor Day Proclamation.
  - c. Heartland Humane Society Proclamation.
6. **Public Hearings**
7. **Old Business**
8. **New Business**
  - a. First reading of Ordinance 1313 to amend Title IX General Regulations Chapter 90 Section 90.70 – 90.99 (Tree Ordinance).
  - b. First reading of Ordinance 1314 to add Section 51.34 Distributed Generation to Chapter 51 Electricity of Title V Public Works.
  - c. Resolution Adopting Distributed Generation policy.
  - d. Vermillion Planning Commission appointment.
  - e. Vermillion Housing Authority Board appointment.
  - f. Polaris Development Reinvestment Payment Program agreement.
  - g. Professional services agreement with Helms & Associates for Airport Layout Plan.
  - h. Consultant selection for 2016 Traffic signal update.
  - i. Resolution for dedication of a portion of Roosevelt Street.
  - j. Declare Light & Power vacuum excavator surplus.
  - k. Declaration of surplus items for City auction.
9. **Bid Openings**
  - a. Landfill Cell 5 construction.
  - b. Wastewater process boiler improvements project.
10. **City Manager's Report**

## 11. Invoices Payable

## 12. Consensus Agenda

## 13. Adjourn

Access the City Council Agenda on the web – [www.vermillion.us](http://www.vermillion.us)

**Addressing the Council:** Persons addressing the Council shall use the microphone at the podium. Please raise your hand to be recognized, go to the podium and state your name and address.

**a. Items Not on the Agenda** Members of the public may speak under Visitors to Be Heard on any topic NOT on the agenda. Remarks are limited to 5 minutes and no decision will be made at this time.

**b. Agenda Items:** Public testimony will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes may speak one time for 5 minutes on each agenda item. Public testimony will then be closed and the topic will be given to the governing body for possible action. At this point, only City Council members and staff may discuss the current agenda item unless a Council member moves to allow another person to speak and there is unanimous consent from the Council. Questions from Council members, however, may be directed to staff or a member of the public through the presiding officer at any time.

**Meeting Assistance:** The City of Vermillion fully subscribes to the provisions of the Americans with Disabilities Act of 1990. If you desire to attend this public meeting and are in need of special accommodations, please notify the City Manager's Office at 677-7050 at least 3 working days prior to the meeting so appropriate auxiliary aids and services can be made available.

**Council Meetings:** City Council regular meetings are held the first and third Monday of each month at 7:00 p.m. If a meeting falls on a City holiday, the meeting will be scheduled for the following Tuesday.

**Live Broadcasts of Council Meetings on Cable Channel:** Regular City Council meetings are broadcast live on Cable Channel 3.

As a courtesy to others, we ask that cellular phones and pagers be turned off during the meeting.

### ***Vermillion City Council's Values and Vision***

*This community values its people, its services, its vitality and growth, and its quality of life and sees itself reinforcing and promoting these ideals to a consistently increasing populace.*



Unapproved Minutes  
Council Special Session  
April 7, 2014  
Monday 12:00 noon

The special session of the City Council, City of Vermillion, South Dakota was held on Monday, April 7, 2014 at 12:00 noon at the City Hall large conference room.

1. Roll Call

Present: Collier-Wise, Davies, Grayson, Meins, Ward, Willson, Zimmerman, Mayor Powell

Absent: Osborne

2. Educational Session - Continued discussion on updates to 90.70 - 90.99 (Tree Ordinance) - Jim Goblirsch

Jim Goblirsch, Director of Park and Recreation, handed out the updated tree ordinance and explained the changes proposed. Jim stated that the tree guide was not changed. Jim answered questions of the City Council on the proposed tree ordinance. Discussion followed on the proposed ordinance with Jim stating that the proposed ordinance will be considered for first reading on the April 21<sup>st</sup> meeting.

3. Educational Session - Distributed Generation Policy - Jason Anderson

Jason Anderson, Assistant City Engineer, reported that a resident has requested to connect solar energy source to the City electric system. As such, the City will need to adopt policies to address the interconnections on this distributed generation. Jason stated that we are federally mandated to purchase the excess power from a distributed generation customer. Jason stated that Missouri River Energy Services (MRES), our supplemental power supplier, has developed a Distributed Generation Policy workbook that addresses the issues with distributed generation interconnections. Jason stated that MRES has adopted a nondiscriminatory rate on behalf of its members and the process would be that the City would provide the customer with a credit for power put back onto the City electric system that MRES would purchase and reimburse the City. Discussion followed with Jason answering questions on the Distributed Generation Policy. Jason stated that the next step would be to adopt the Distributed Generation Policy Workbook and to adopt a resolution establishing the connection fee that staff proposed to have for the April 21<sup>st</sup> meeting. Discussion followed.

4. Briefing on the April 7, 2014 City Council Regular Meeting

Council reviewed items on the agenda with City staff. No action was taken.

5. Adjourn

100-14

Alderman Ward moved to adjourn the Council special session at 12:39 p.m. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 7<sup>th</sup> day of April, 2014.

THE GOVERNING BODY OF THE CITY  
OF VERMILLION, SOUTH DAKOTA  
BY \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

BY \_\_\_\_\_  
Michael D. Carlson, Finance Officer

Unapproved Minutes  
City Council Regular Session  
April 7, 2014  
Monday 7:00 p.m.

The regular session of the City Council, City of Vermillion, South Dakota was called to order on Monday, April 7, 2014 at 7:00 p.m. by Mayor Powell.

1. Roll Call

Present: Collier-Wise, Davies, Grayson, Meins, Osborne, Ward, Willson, Zimmerman, Mayor Powell, Student Representative Claussen

2. Pledge of Allegiance

3. Minutes

A. Minutes of March 17, 2014 Special Session; March 17, 2014 Regular Session

101-14

Alderman Zimmerman moved approval of the March 17, 2014 Special Session and March 17, 2014 Regular Session minutes. Alderman Meins seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

#### 4. Adoption of Agenda

102-14

Alderman Meins moved approval of the agenda. Alderman Zimmerman seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

#### 5. Visitors to be Heard

##### A. Elijah Wergin Eagle Scout presentation

Jim Goblirsch, Director of Parks and Recreation, introduced Elijah Wergin to explain his Eagle Scout project. Jim stated that he has been working with Elijah on the project that will have an impact on the park.

Elijah Wergin, of Boy Scout Troop 66, provided a handout of his Eagle Scout Project which was to replace the flag pole in the Prentis Park baseball field. Elijah stated that the current flag pole behind the center field fence is in a state of disrepair and there is no light for the flag. Elijah stated that this project proposes to replace the existing pole with a 40 foot aluminum pole with a lighting system. Elijah stated that with the assistance of Jim it has been arranged that Pete Jahn of the Street Department will install the pole and Mark Koller of the Light Department will install the lighting. Elijah stated that the budget for the project is \$5,000 with \$4,000 for the pole and \$1,000 for supplies and contingency. Elijah requested a \$100 donation from the City Council for the project. Elijah answered questions of the City Council on the project. Discussion followed with the consensus of the City Council to support the project with a contribution of \$500 to be included in a future listing of invoices for approval.

Mayor Powell introduced Lyndsay Claussen as the Student Representative.

#### 6. Public Hearings

A. Special permit to exceed permissible sound levels for Coyoteopoly and South Dakota Shakespeare Festival in the band shell area of Prentis Park from Wednesday, June 11 through June 15, 2014 from 6:00 p.m. to 10:00 p.m. for Shakespeare festival performances.

Mike Carlson, Finance Officer, reported that a special permit to exceed permissible sound levels was received from Coyoteopoly and South Dakota Shakespeare Festival for the Prentis Park band shell area from Wednesday, June 11 through Sunday, June 15, 2014 from 6:00 p.m. to 10:00 p.m. for the Shakespeare festival performances. Mike stated that the notice of hearing along with the application and the diagram showing the sound levels not exceeding the ordinance are included in the packet. Mike noted that there were no problems related to the issuance of the noise permit in 2012 and recommended approval unless the public hearing indicates that there will be problems related to the noise.

Morgan Boettcher, CEO of Coyoteopoly, explained the annual Shakespeare Festival planned for Prentis Park on June 13, 14 & 15. Morgan noted that there are a number of items on the agenda related to the event and wanted to thank the City Council and City staff for their support. Chaya Gordan-Bland, founding artistic director of the Shakespeare Festival, reviewed the benefits to the community and region from the summer festival. Chaya reviewed the other activities planned during each day of the event noting that all events are all free and open to the public. Discussion followed with Morgan and Chaya answering questions on the events planned.

103-14

Alderman Grayson moved approval of the special permit to exceed permissible sound levels for Coyoteopoly and South Dakota Shakespeare Festival in the band shell area of Prentis Park from Wednesday, June 11 through Sunday, June 15, 2014 from 6:00 p.m. to 10:00 p.m. for Shakespeare festival performances. Alderman Collier-Wise seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

B. Second Reading of Ordinance 1312 creating a Business Improvement District, assessing a General Occupation Tax on Hotel, Motel and Lodging establishments let for overnight occupancy, and adding Title XI Business Regulations, Chapter 120

John Prescott, City Manager, reported that the process for the Business Improvement District was started last fall following a request by the Vermillion Chamber of Commerce and Development Company Tourism Committee recommending it as a possible revenue source to promote the community. John reviewed the steps provided by the City Council in creating the Business Improvement District to date and the plan recommended by the Board of Directors. John reported that the BID Board invited the lodging owners to a meeting on February 20<sup>th</sup> where the draft ordinance was reviewed along with discussion on how the lodging fee would work and the uses of the funds. John stated that the

recommendation of the BID Board was for a start date of June 1, 2014. John noted that the BID Board recommended a \$1.00 per night lodging fee. There was discussion about the amount of the fee among the BID Board when the Plan was presented as well as at the City Council meeting when the Resolution of Intent was adopted. John stated that the maximum fee of \$2.00 per night per occupied room was in the Ordinance that was proposed at the March 17, 2014 meeting and sought clarification from the City Council as to the desired fee. The first reading of the Ordinance that was approved on March 17<sup>th</sup> included the \$2.00 per night, per occupied room fee.

John stated that thirteen cities in South Dakota were identified to have at least one BID with the proceeds used to primarily market their respective communities. John stated that two cities had two BIDs all of which are at \$2.00 per night except the second BID in Mitchell that is \$1.00 per night.

John stated that no comments have been received since first reading of the ordinance. Discussion followed.

104-14

Second reading of title to Ordinance No 1312, entitled AN ORDINANCE creating a Business Improvement District, Assessing a General Occupation Tax on Hotel, Motel and Lodging establishments let for overnight occupancy, and adding Title XI Business Regulations, Chapter 120 for the City of Vermillion, South Dakota

Mayor Powell read the title to the above named Ordinance, and Alderman Zimmerman moved adoption of the following:

BE IT RESOLVED that the minutes of this meeting shall show that the title to the proposed Ordinance No. 1312 entitled an ordinance creating a Business Improvement District, Assessing a General Occupation Tax on Hotel, Motel and Lodging establishments let for overnight occupancy, and adding Title XI Business Regulations, Chapter 120 for the City of Vermillion, South Dakota was first read and the Ordinance considered substantially in its present form and content at a regularly called meeting of the Governing Body on the 17<sup>th</sup> day of March, 2014 and that the title was again read at this meeting, being a regularly called meeting of the Governing Body on this 7<sup>th</sup> day of April, 2014 at the City Hall Council Chambers in the manner prescribed by SDCL 9-19-7 as amended.

BE IT RESOLVED and ordained that said Ordinance be adopted to read as follows:

ORDINANCE 1312

AN ORDINANCE OF THE CITY OF VERMILLION, SD CREATING A BUSINESS IMPROVEMENT DISTRICT WITHIN THE MUNICIPAL LIMITS OF THE CITY OF VERMILLION; ASSESSING A GENERAL OCCUPATION TAX ON ALL HOTEL, MOTEL AND LODGING ESTABLISHMENT ROOMS LET FOR OVERNIGHT OCCUPANCY LOCATED HEREIN; AND ADDING TO TITLE XI BUSINESS REGULATIONS, CHAPTER 120 TO THE ORDINANCES OF THE CITY OF VERMILLION.

BE IT ORDAINED, by the Governing Body of the City of Vermillion that there be enacted a general occupation tax on all hotel, motel and lodging establishment rooms situated within Business Improvement District No. 1 with the addition of Chapter 120 as follows:

120.01 Establishment of the district. Pursuant to the provisions of SDCL Ch. 9-55, Business Improvement District No. 1 (BID #1) of the City of Vermillion, S.D. was created. A resolution of intent to create this district was approved by the City Council on February 3, 2014. The public hearing on creation of the District was held in the City Council Chambers, located at 25 Center Street, Vermillion, South Dakota at 7:00 p.m. on March 17, 2014.

120.02 Boundaries of the district. A resolution establishing the boundaries of BID #1 was approved on September 16, 2013. It shall be a noncontiguous district zoned with a commercial or business designation lying within the municipal limits of the City of Vermillion, specifically encompassing the following properties:

Best Western 701 W. Cherry Street Vermillion SD 57069	Super 8 Motel 1208 E. Cherry Street Vermillion, SD 57069
Holiday Inn Express 1200 N. Dakota Street Vermillion, SD 57069	Westside Inn 1313 W. Cherry Street Vermillion, SD 57069
Prairie Inn 916 N. Dakota Street Vermillion, SD 57069	

The following property is within the BID #1 boundaries but is not zoned as commercial or business and at such time as the zoning is changed will be included in the BID #1 boundaries unless the owner elects voluntary participation as provided in this section.

Valiant Vineyards Inc.  
1500 W. Main Street  
Vermillion, SD 57069

All hotels, motels or lodging establishments which at any time do not meet the criteria enumerated herein, but voluntarily petition to be a part of the BID #1 are permanently in the BID #1 and cannot voluntarily remove themselves from the BID #1, just as any lodging establishments which are automatically in the BID #1 cannot remove themselves voluntarily.

If a property no longer meets the criteria for inclusion in the BID #1, the owner or proprietor of the hotel, motel or lodging establishments shall provide the Finance Officer with a sworn, written statement setting forth the relevant change in property or operation that disqualifies the hotel, motel or lodging establishment. The Finance Officer shall remove the hotel, motel, or lodging establishment if the statement shows the property no longer qualifies for inclusion in BID #1.

120.03 New properties within the district. Pursuant to the provisions of SDCL 9-55-4, BID #1 shall include all hotel, motel or lodging establishment facilities constructed in the future or annexed into the municipal limits.

120.04 Purpose of the district. BID #1 is created for the purpose of funding the enhancement, expansion, marketing and promotion of visitor facilities, events, attractions and activities benefiting the City and its hotels and motels located within the district.

120.05 Occupational tax imposed. Commencing June 1, 2014, an occupational tax in the amount of \$2.00 per night shall be imposed upon the above hotel, motel, or lodging establishments based upon rooms rented to transient guests. This occupational tax shall be fair, equitable and uniform as to class. Organizations exempt from sales tax shall not be exempt from the occupational tax. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis whereby no fee or rent is charged for such room. Additionally, no occupational tax may be imposed on any room utilized by a transient guest who stays twenty-nine (29) or more consecutive nights. This tax rate may be adjusted by the City Council in accordance with SDCL § 9-55-16.

120.06 Effective date. From and after the 1st day of June, 2014, there is hereby imposed an occupational tax on all rented hotel, motel or

lodging establishment rooms offered and let for overnight occupancies of less than twenty-nine (29) consecutive days within BID #1 defined in Resolution adopted by the City Council on September 13, 2013 which is all commercial property located within the municipal limits of the City of Vermillion or that have voluntarily petitioned to be part of the BID #1.

120.07 Duty to account for complimentary and lease rooms. Each hotel, motel or lodging establishment shall account for complimentary or leased rooms which are also subject to audit by the City Finance Officer with such records to show the basis for offering such room on a complimentary or lease basis.

120.08 Computation and collection of occupational tax. The City Finance Officer is authorized and directed to determine and compute the tax in accordance with this article. The occupation tax assessed pursuant to the terms of this article shall be remitted to the City Finance Officer by the 20<sup>th</sup> day of each month for the previous calendar month's tax collections. Should the 20<sup>th</sup> day of the month fall on a Saturday, Sunday or a holiday observed by the City, the occupancy tax remittance shall be due on the first business day immediately following the 20<sup>th</sup>. Each hotel, motel or lodging establishment subject to this article shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or his/her designee, upon request by the City Finance Officer.

120.09 Statement required along with occupational tax payment. A person authorized by a business governed by this article shall sign a sworn statement to be submitted along with the remittance of any tax imposed by this article on or before the 20<sup>th</sup> day of each month stating as follows:

"I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records." Such statement shall include the signature of a person authorized to make such statement on behalf of the business, that person's printed name and title, and the date such signature is made.

120.10 Penalties for failure to pay occupational tax. All remittances of occupancy tax collected pursuant to this article shall be due and received in the office of the City Finance Officer each month no later than the 20<sup>th</sup> day following the month for which the occupancy tax remittances are due. All amounts that are not as set forth above will be charged a late fee in the amount of ten percent of the total amount due. Failure to remit such tax shall constitute a violation of this chapter which may be punishable by a fine of up to \$500.00 and/or

imprisonment for up to 30 days pursuant to Section 10.99 of the Municipal Code. Any unpaid balance under this article shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property taxes and assessments. The City Finance Officer shall certify all unpaid months or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the City shall have the ability to deny the issuance of permits or licenses or any renewals thereof to any business or premises that fails to conform to the provisions of this article, including, but not limited to, building permits, malt beverage licenses, wine licenses and liquor licenses. Nothing within this provision shall be construed as limiting any other rights which the city has or may pursue in seeking collection of monies not paid under the terms of this chapter. In the event that this tax becomes subject to supervision by the State through the State's Department of Revenue, any rights which the City has herein shall be deemed cumulative to any powers which inure to the benefit of the State. In the event of any legal proceeding being initiated to seek collection of any delinquent assessments, the offending hotel, motel, or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City seeking payment under the terms of this chapter.

120.11 Appropriation. Once the occupational tax is collected, the City Finance Officer shall be entitled to recover its administrative costs in the amount of two (2%) percent and deposit the remaining balance into a separate fund established for BID #1. The Board of Directors shall make annual recommendations for the use of the tax funds that are consistent with the City's "Plan," findings and purpose noted above, and SDCL 9-55-3, as amended.

120.12 Costs incurred by the City in administering occupational tax. All costs incurred by the City or the City Finance Officer pursuant to this article shall be paid from occupancy taxes collected under this article. Administrative costs are not to exceed two (2%) percent.

120.13 Creation of business improvement board of directors. The BID # 1 Board of Directors is hereby established. The Mayor shall appoint the members of the Board of Directors, subject to the approval of the City Council. There shall be five (5) members of the BID #1 Board of Directors with at least one hotelier from the district. No person may serve on the BID Board of Directors until such time as their nomination has been approved by the Vermillion City Council at any of its regular meetings. The City Council and Vermillion Chamber of Commerce and Development Company Board will each appoint one person to serve as ex-officio, non-voting members of the BID #1 Board. Each member of the BID #1 Board of Directors shall serve a term of office of three (3) years.

Nothing shall preclude a board member from serving consecutive terms. The terms shall be initially staggered with one member serving a three year term, two members serving two year terms, and two members serving a one year term. The City Council has adopted by-laws for the operation of BID #1 Board that may be amended from time to time.

120.14 Severability. Should any section, clause or provision of this article be declared by the courts to be invalid, the same shall not affect the validity of the article as a whole or any part thereof, other than the part declared to be invalid.

120.15 Reporting. The BID #1 Board of Directors will provide annual reports to the City Council.

Dated at Vermillion, South Dakota this 7<sup>th</sup> day of April, 2014.

THE GOVERNING BODY OF THE  
CITY OF VERMILLION, SOUTH DAKOTA

By: \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

By: \_\_\_\_\_  
Michael D. Carlson, Finance Officer

Adoption of the Ordinance was seconded by Alderman Meins. Thereafter the question of the adoption of the Ordinance was put to a roll call vote of the Governing Body, and the members voted as follows: Collier-Wise-Y, Davies-Y, Grayson-Y, Meins-Y, Osborne-Y, Ward-Y, Willson-Y, Zimmerman-Y, Mayor Powell-Y.

Motion carried 9 to 0. Mayor Powell declared that the Ordinance has been adopted and directed publication thereof as required by law.

7. Old Business - None

8. New Business

A. Annual Library Report

Jane Larson, Librarian, reported that State law requires the Library Board to prepare and submit an annual report to the governmental bodies that provide funding to the Library. Jane reviewed the 2013 library annual report that was included in the packet, noting the changes from

last year. Jane answered questions on the City Council on the library operations. Discussion followed on the report

105-14

Alderman Collier-Wise moved to acknowledge receipt of the 2013 Library Annual Report. Alderman Willson seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

B. Request from Shakespeare Festival to close E. Main Street from Plum Street to Prentis Avenue and the intersection of Main and Walker Street on June 13, 14 and 15, 2014 during the performance and limit E. Main Street parking

John Prescott, City Manager, reported that Coyoteopoly has submitted a request to close E. Main Street from Plum Street to Sycamore Street from 7:00 p.m. to 9:30 p.m. on June 13, 14, and 15, 2014 for the performance. They are also requesting to remove the on-street parking on E. Main Street along Prentis Park on June 13, 14, and 15, 2013 from 6:00 p.m. to 10:00 p.m. to prohibit vehicles from parking next to the production area. John noted that the organization will man the street closing barricades to allow emergency vehicles access. Discussion followed.

106-14

Alderman Zimmerman moved approval of the request of Coyoteopoly/South Dakota Shakespeare Festival to close E. Main Street from Plum Street to Sycamore Street on June 13, 14 and 15, 2014 from 7:00 p.m. to 9:30 p.m. and to remove parking on E. Main Street along Prentis Park on June 13, 14 and 15, 2014 from 6:00 p.m. to 10:00 p.m. Alderman Willson seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

C. Resolution for Co-sponsorship of Coyoteopoly South Dakota Shakespeare Festival

John reported that Coyoteopoly and the USD College of Fine Arts were planning for the 2012 Shakespeare Festival they requested the City Council adopt a resolution of co-sponsorship. The City Council adopted a resolution of co-sponsorship for the 2012 event on April 4, 2011 for the event held in Prentis Park in June 2012.

John noted as the previous agenda items indicate, another Shakespeare Festival is planned for June 2014. John stated that Coyoteopoly is again requesting a resolution of co-sponsorship. John stated the proposed resolution of co-sponsorship is very similar to what was adopted in 2011. He stated the main purpose of the resolution is to designate the City as a civic co-sponsor of the

Shakespeare Festival. John stated the resolution does not obligate the City to complete any specific tasks and no direct financial support is tied to serving as a civic co-sponsor.

John stated that City staff has met with the leadership group planning the event on two occasions. This includes one on-site visit to Prentis Park where specifics were reviewed. John stated that the proposed event is very similar to the 2012 Shakespeare Festival. Discussion followed.

107-14

Alderman Ward moved approval of the Resolution for Co-Sponsorship of Coyoteopoly South Dakota Shakespeare Festival as presented and authorized the Mayor to sign. Alderman Grayson seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

D. Permit for consumption of alcohol in the Café Brule Furniture Zone Use permit area (Market Street sidewalk as it abuts the building at 24 W. Main)

Mike Carlson, Finance Officer, reported that Jim Waters, on behalf of Café Brule, Inc., has applied for a sidewalk furniture zone use permit for Café Brule for six two person tables on the Market Street side of the restaurant. Administration has approved the use of the sidewalk furniture zone use permit for food consumption, but the request was to also include alcohol. City ordinance provides that the City Council may permit the consumption of alcoholic beverages within the furniture use zone. The ordinance provides additional rules to governing alcoholic beverages in the furniture zone, one of which is that the hours of operation for the sale and consumption shall be noon to 10:00 p.m. The Police Chief has reported that there were no incidents during last year in this area. The application for furniture zone use permit, alcohol sales plan, certificate of insurance and the diagram of the area are included in the packet. Discussion followed.

108-13

Alderman Zimmerman moved approval of the sale and consumption of alcoholic beverages in the Café Brule Furniture Zone Use permit area during the hours outlined in the ordinance being noon to 10:00 p.m. Alderman Grayson seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

E. Request to close Kidder Street between Court Street and Market Street on Saturday, April 26, 2014 from 10:45 a.m. to 12:15 p.m. for South Dakota Sneaker/Eagle Creek Software Services 5k

John Prescott, City Manager, reported that Eagle Creek Software Solutions is planning a 5k run/walk entitled the South Dakota Sneakers

Tour on Saturday, April 26<sup>th</sup>. They are also planning a similar event in Pierre on May 31<sup>st</sup>. John stated that proceeds from both events will be used to plan festivities to celebrate the 125<sup>th</sup> anniversary of statehood for South Dakota. John stated that the request is to close Kidder Street from Court Street to Market Street from 10:45 a.m. to 12:15 a.m. to allow for the start and finish of the event. John stated that they have requested that the parking be removed from this section of Kidder Street from 9:30 a.m. to 12:15 p.m. on the same day. Discussion followed on the request.

109-14

Alderman Davies moved approval of the request to close Kidder Street on Saturday, April 26 from 10:45 a.m. to 12:15 p.m. and to remove the on street parking in this area from 9:30 a.m. to 12:15 p.m. for the SD Sneakers Tour 5k. Alderman Willson seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

F. Change order to add an additional logo on the new water tower

Jason Anderson, Assistant City Engineer, reported that in August 2012 the City Council awarded a contract to Maguire Iron, Inc. for the construction of a new spheroid-style water tower. Jason stated that the water tower is currently erect with all welding complete. The painting contractor is expected to begin work once the weather cooperates. Maguire Iron, Inc. is tentatively planning for their subcontractor to begin paint work in May. Jason noted that the project is still on schedule for completion by the August 2014 deadline. Jason reported that change Order #1 is for a change in the quantity and placement of the approved City of Vermillion logo on the water tower. Jason stated that the original bid award to Maguire Iron, Inc. of \$1,258,700 included a provision for the painting of the City of Vermillion logo on the north side of water tank. Change Order #1 would provide for the placement of two (2) City of Vermillion logos on the water tank, one to face the east and the other to face the west. Jason stated that this placement of the two logos would align with both east and westbound directions of traffic on South Dakota Highway 50. Jason stated that the change order cost for the second logo would be an increase of \$10,000 and that there is a contingency on this project remaining of \$104,000.

Alderman Ward stated that when the water tower bid was awarded he wanted to include the USD logo on the tower to show the partnership between the City and University. He asked that members vote no on the change order and when the motion fails he will make a motion to include the USD logo. John Prescott, City Manager, stated that contact was made with Maguire Iron, Inc. about possible cost to include additional logos but no information was received to report. Discussion followed on the option for the water tower logs including additional public input.

110-14

Alderman Davies moved approval of change order #1 with Maguire Iron, Inc. on the water tower to add another approved City logo at the cost of \$10,000. Alderman Osborne seconded the motion. Alderman Ward requested a roll call vote. A roll call vote of the Governing Body was as follows: Collier-Wise-N, Davies-Y, Grayson-N, Meins-Y, Osborne-Y, Ward-N, Willson-Y, Zimmerman-Y, Mayor Powell-Y. Motion carried 6 to 3. Mayor Powell declared the motion adopted.

G. Developer's Agreement with Magnum Development, LLC. owner of Lot Outlot B, Block 2, Dakota Addition (to be platted as Lot 11, Block 2, Dakota Addition)

Jose Dominguez, City Engineer, reported that Magnum Development, LLC. will be constructing several apartments in Lot 11, Block 2, Dakota Addition located on the west side of Norbeck Street between E. Clark and Madison Streets. Jose reported that the area that will be used for the development of the apartments is currently the site of a drainage swale that conveys a significant amount of storm runoff. Jose stated that the runoff is from the backyards of the properties that front Madison and E. Clark Street. Magnum Development, LLC. will be required to continue conveying this drainage through the site. In order for this to happen, they will be constructing a storm sewer system that will convey the runoff. Jose noted that, considering that the majority of the runoff is generated by sites outside of the land owned by the developer, City staff is proposing that a part of the storm sewer construction be covered by the City. Jose reported that staff proposes that the City pays up to 25% of the cost of the project, not to exceed \$5,000. Additionally, the City will pay for an inlet structure that will be used by the developer to tie to the storm sewer system at an estimated cost of \$2,500. Jose noted that the agreement also proposes that, once construction is completed, the City take over any maintenance required to keep the storm sewer system running efficiently. Discussion followed on drainage in the area.

111-14

Alderman Zimmerman moved approval of the Developer's agreement with Magnum Development, LLC. as presented for Lot 11, Block 2, Dakota Addition for up to 25% of the cost of the storm sewer project, not to exceed \$5,000, with the City paying for an inlet structure that will be used by the developer to tie to the storm sewer system and once completed the City will take over any maintenance required to keep the storm sewer system running efficiently. Alderman Meins seconded the

motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

H. Final Plat of Tracts 1 and 2 of Lot 1 of Parcel "A" in the N1/2 of the SE ¼ of Section 15, T92N, R52W of the 5th P.M., Clay County, South Dakota

Jose Dominguez, City Engineer, reported on the location of the final plat that falls in the Joint Jurisdictional Zoning Area. Jose stated that, as such, the County Planning Commission reviewed the plat at their March 24<sup>th</sup> meeting and recommended approval. Jose noted that the City Planning Commission and County Planning Commission also met on March 24<sup>th</sup> to consider a conditional use permit for a single family dwelling on Tract 1. Jose reported that both commissions voted unanimously to allow the conditional use. Discussion followed.

112-14

After reading the same once, Alderman Ward moved approval of the following plat:

WHEREAS IT APPEARS that the owners thereof have caused a plat to be made of the following described real property: Tracts 1 and 2 of Lot 1 of Parcel "A" in the N1/2 of the SE ¼ of Section 15, T92N, R52W of the 5th P.M., Clay County, South Dakota, for approval.

BE IT RESOLVED that the attached and foregoing plat has been submitted to and a report and recommendations thereon made by the County Planning Commission to the City Council of Vermillion which has approved the same.

BE IT FURTHER RESOLVED that the attached and foregoing plat has been submitted to the Governing Body of the City of Vermillion which has examined the same, and it appears that the systems of streets and alleys set forth therein conforms to the system of streets and alleys of the existing plat of such city, and that all taxes and special assessments, if any, upon the tract or subdivision have been fully paid and that such plat and survey thereof have been executed according to law, and the same is hereby accordingly approved.

The motion was seconded by Alderman Grayson. Discussion followed and the question of the adoption of the Resolution was presented for a vote of the Governing Body. 9 members voted in favor of and 0 members voted in opposition to the Resolution. Mayor Powell declared that the Resolution was adopted.

I. Resolution revising Wastewater Rates

Mike Carlson, Finance Officer, reported that wastewater rates were last adjusted in April 2012. The wastewater rates are a percentage of the average water billing for January, February and March. Mike noted that wastewater rates are based on water billing and water rates were increased 2% in January 2013 and 2.25% in January 2014. The current percentage is 128% and the resolution is to adjust the rate to 126%. For the average residential customer using 465 cubic feet of water, this would be a \$.22 monthly increase or .74%. The revised fee is projected to meet the wastewater budget and surcharge required for the SRF loan. Discussion followed.

113-14

After reading the same once, Alderman Davies moved adoption of the following:

#### RESOLUTION AMENDING SEWER RATES

WHEREAS, Section 53.018 of Title V, Public Works, of the 2008 Revised Ordinances of the City of Vermillion, allows the City Council to establish and change sewer rates and reads as follows:

The monthly sewer charge to each user for ordinary use of the public sanitary sewer utility shall be equal to a percentage, set from time to time by resolution of the council, of the average monthly charges made for water during the last January, February and March period to any person occupying any premises served by the utility and to his successors in the occupancy. In cases where the premises were unoccupied during the months of January, February and March and/or where the use of the premises has significantly changed the water usage, the sewer charge may be based on the average usage during three (3) other months of the year; and

WHEREAS, the State Revolving Loan for the Phase II improvements required the creation of a surcharge fee sufficient to produce net revenues for each fiscal year at least equal to one hundred ten (110) percent of the principal and interest on the bonds coming due in such fiscal year be established; and

WHEREAS, the rates being proposed are projected to produce the revenues necessary to cover the wastewater operations and the debt service surcharge requirement of the SRF loan.

BE IT HEREBY RESOLVED, by the Governing Body of the City of Vermillion, South Dakota, at a regular meeting thereof, in the Council Chambers of said City, at 7:00 p.m. on the 7th day of April, 2014, that the

percentage for calculating the sewer charge be established or charged as follows:

(a) Total charge: One hundred twenty-six percent (126%).  
This rate include a surcharge fee defined in (b) below.

(b) Debt Service Surcharge Fees effective until the 2008 loan is retired: There is hereby established and imposed, pursuant to the authority of SDCL ch. 9-40, a surcharge upon the sewer service in the City of Vermillion. The surcharge shall apply to all classes of customers. The debt service surcharges is a special charge for the use of the wastewater plant and lift station improvements and is pledged to the South Dakota Conservancy District for the payment of the loan payments on the 2008 Clean Water State Revolving Fund Loan. The City does hereby establish the debt service surcharge fees for each customer of its System who received or benefits from the Project or services of the Project. Such allocation shall be set at a level which, assuming a ten percent (10%) delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the borrower 2008 bonds and the administrative expense surcharges and all other payments as may be required under the loan agreement. The charges shall be reviewed annually by city personnel and administratively adjusted, upwards or downwards, pursuant to SDCL 9-40-15.1 and 9-40-15 to such amounts as may be necessary to pay principal, administrative surcharge and other charges as may become due and owing under the loan agreements. The debt service surcharge percentage included in (a) above, per monthly billing shall be twenty-two and five tenth percent (22.5%).

The Debt Service Surcharge may be combined with the Meter Service Charge on the monthly billing for ease of reporting.

Effective Date of Rate:

The effective date of the rates listed in Vermillion City Ordinance 53.018 is for bills with a billing date after April 20, 2014.

Dated at Vermillion, South Dakota this 7<sup>th</sup> day of April, 2014.

FOR THE GOVERNING BODY OF THE  
CITY OF VERMILLION, SOUTH DAKOTA

By: \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

By \_\_\_\_\_  
Michael D. Carlson, Finance Officer

The motion was seconded by Alderman Zimmerman. Discussion followed and the question of the adoption of the Resolution was presented for a vote of the Governing Body. 9 members voted in favor of and 0 members voted in opposition to the Resolution. Mayor Powell declared that the Resolution was adopted.

#### J. Commercial Haulers license for Novak Sanitary Services

Mike Carlson, Finance Officer, reported that a commercial collector's license application was received from Novak Sanitary Services along with the certificate of insurance. A check was made with the Police Chief noting that no incidents were reported in the local records check. Discussion followed on if we can include on the application the reporting of any violations in other jurisdictions.

114-14

Alderman Willson moved approval of the commercial collector's license for Novak Sanitary Services. Alderman Osborne seconded the motion. Discussion followed on where the collector would be hauling the waste. Motion carried 8 to 1. Mayor Powell declared the motion adopted.

#### K. Concur with Clay County Commission on Alternate #2 of Chiller Bid award

John Prescott, City Manager, reported that, in early summer 2013, the chiller at the Clay County Courthouse failed. The County rented a chiller for the balance of the cooling season and hired John DeWit as the Mechanical Engineer to develop plans and specifications. John noted that, while the air conditioning system in the Public Safety Center system remained operational in 2013, it has experienced problems in recent years. The 2013 budget included funding to upgrade and replace parts in the Public Safety Center HVAC system. John stated that the repairs were put on hold when the Courthouse chiller problem developed. As the Courthouse and Public Safety Center are connected, the option of replacing both systems was explored in 2013. The Council reviewed information on the estimates at the August 5, 2013 noon meeting. John stated that the decision was made to only bid the chiller. The replacement of the air conditioning in the dispatch and IT room in the basement would be bid as alternates.

John stated that the County Commission opened the only bid received from Precision Mechanical of Sioux Falls during their February 25, 2014 meeting. At the March 3, 2014 meeting, the City Council concurred with

the base bid award of \$175,608 and the Alternate #1 bid award of \$14,963 to replace the system in Dispatch. The City is responsible for \$38,107 of the base bid and half or \$7,481.50 of the Dispatch cost. As to alternate #2, initially the Police Chief and Sheriff did not recommend accepting this alternative as they wanted to develop another option to cool this space. After further review, it appears that accepting Alternate #2 is the best cost of action.

John stated that the 2014 budget will need to be revised to account for these expenditures. The funding would likely come from the 2nd Penny budget. John noted that, if the City covers 50% of the cost of Alternate #2, the total City cost for the project will be \$49,577. John stated that administration recommends concurring with the award of alternate #2 at a cost of \$3,988.50. Discussion followed.

115-14

Alderman Zimmerman moved approval of 50% of alternate #2 for air conditioning the IT room in the basement at a cost of \$3,988.50 on the Clay County contract with Precision Mechanical. Alderman Willson seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

L. Tractor lease for Street and Solid Waste Departments with Fred Haar Company

Jason Anderson, Assistant City Engineer, reported that the City was approached by Fred Haar Company about leasing two tractors for eight months. The lease rate is zero for the first 250 hours and then \$45 per hour thereafter. Jason noted that we will not exceed the 250 hours on the leased equipment. The City is responsible for insurance and normal maintenance and repair during this lease. The lease is the same as last year and is included in the packet. The insurance cost is estimated at \$200 per tractor and maintenance would be required on City vehicles if used. The use of the leased equipment reduces the hours placed on the other vehicles in the City fleet. Discussion followed.

116-14

Alderman Davies moved approval of the lease agreement with Fred Haar Company for two tractors for up to eight months. Alderman Grayson seconded the motion. Discussion followed. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

## 9. Bid Openings

### A. 115 kV Substation Improvements Project

Jason Anderson, Assistant Engineer, reported that bids were opened on April 2<sup>nd</sup> for the 115 kV substation improvement project. Jason stated that three bids were received with the low bid of Harold L. Scholz Company of \$743,967.74 for the project. Jason stated that the 2014 budget included funding for the materials bid and purchased earlier, engineering and the low bid. Jason stated that administration and DGR recommended awarding the 115 kV Substation Improvement Project to Harold K. Scholz Company for \$743,967.74.

115 kv Substation Improvements Project: Harold K. Scholz Co. \$743,967.74; National Conductor Constructors \$1,191,446.61; Probst Electric \$1,204,905.49

117-14

Alderman Davies moved approval of the low bid of Harold K. Scholz Company of \$743,967.74 for the 115kV Substation Improvements Project. Alderman Collier-Wise seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

#### B. Norbeck Street utility and street improvements

Jose Dominguez, City Engineer, reported that on January 6, 2014 the City Council adopted the resolution to provide for the construction of N. Norbeck Street from Roosevelt to Clark Streets and related utility improvements. Jose reported that bids for the project were opened with eight bids received. The bids ranged from \$734,751.85 to \$926,866.50. Jose reported that the street portion of the project will be assessed to the adjoining property owners with the stormwater and water main portion being paid by the City. Jose recommended awarding the bid to the low bidder Runge Enterprises of Sioux Falls for \$734,751.85. Discussion followed.

Bids received: Runge Enterprises \$734,751.85; Masonry Components \$763,580.00; Thorstad Companies \$783,923.25; BX Civil & Construction \$795,576.65; Dakota Contracting \$801,763.94; RP & H \$872,165.70; Turner Plumbing \$881,034.65; Slowey Construction \$926,866.50

118-14

Alderman Davies moved approval of the low bid of Runge Enterprises for \$734,751.85 for the Norbeck Street utility and street improvements. Alderman Zimmerman seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

#### C. Fuel Quotes

Mike Carlson, Finance Officer, read the monthly fuel quotes and recommended the low quote of Stern Oil on all four items.

Item 1 - 4,350 gal unleaded 10% ethanol: Stern Oil \$3.2556, Brunick's Service \$3.30; Item 2 - 1,000 gal unleaded regular: \$3.5079, Brunick's Service \$3.54; Item 3 - 3,000 gal No. 2 Diesel fuel dyed: Stern Oil \$3.2629, Brunick's Service \$3.32; Item 5 - 1,000 gal No. 2 diesel fuel-clear: Stern Oil \$3.5040, Brunick's Service \$3.56

119-14

Alderman Davies moved approval of the low quote of Stern Oil on all four items. Alderman Grayson seconded the motion. Discussion followed. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

#### 10. City Manager's Report

A. John reported that there will be a Planning Commission vacancy starting in mid-April. Citizens wanting to be considered should complete the Expression of Interest forms by Noon on Thursday, April 17<sup>th</sup> with the Council making an appointment at the April 21<sup>st</sup> meeting. This particular term expires in July 2015.

B. John reported that there will be a Vermillion Housing Authority Board vacancy also starting in mid-April. Citizens wanting to be considered should complete the Expression of Interest forms by Noon on Thursday, April 17<sup>th</sup> with the Council making an appointment at the April 21<sup>st</sup> meeting. This particular term expires in June 2017.

C. John reported that the Planning Commission is conducting Stakeholder meetings for input on 2035 Comprehensive Plan. The process began last September to update Vermillion's Comprehensive Plan. John noted that the comprehensive plan focuses primarily on land uses while providing a long-term vision for the community and the steps that need to be taken in order to accomplish that vision. The meeting will have different focus groups targeting invitees but all are open to the public with the next meeting Monday, April 14<sup>th</sup>. The focus is USD and Public agencies such as Clay County and School District. The meeting will be at 5:30 p.m. in Room 211 of the Muenster University Center on campus.

D. John reported that the City received notice last Friday that Midcontinent Communications will be sending letters to subscribers in the next two weeks about a price increase that is approximately 30 days out.

E. John reported that Vermillion Light & Power received a national safety award from APPA. They received the APPA's Safety Award of Excellence for safe operating practices in 2013. They earned a first in Group B in the category for utilities with 16,600 worker hours of annual exposure.

PAYROLL ADDITIONS AND CHANGES

Police: Jon Cole \$20.61/hr; Street: Jeff Mart \$19.34/hr; Ambulance: Kellen Cusick \$8.00/call-\$6.00/1<sup>st</sup>-\$6.00/2<sup>nd</sup>; Recreation: Anna Hammond \$8.00/hr, Nick Neitkamp \$8.25/hr, Morgan Hower \$8.00/hr, Hope Knedler \$8.00/hr, Skye Bork \$8.75/hr, Cheyenne Mallory \$7.75/hr, Marisa Rueb \$7.75/hr; Pool: Daniel Anderson \$9.50/hr, Katie Herrera \$8.75/hr, Alexa Mockler \$8.75/hr, Abby Ouellette \$9.50/hr, Ellysa Reinke \$8.25/hr, Lindsey Reinke \$8.25/hr; Parks: Cylie Hanson \$7.50/hr, Elana Kaup \$7.50/hr; Mosquito Control: Mark Becks \$9.00/hr; Golf Clubhouse: Emily Bauer \$7.50/hr, Kendall Kritenbrink \$7.25/hr, Tyler Larsen \$7.25/hr, Kayla Stammer \$7.50/hr; Golf Maintenance: Brett Hogen \$8.25/hr, Tyler Husby \$8.25/hr

11. Invoices Payable

120-14

Alderman Zimmerman moved approval of the following invoice:

JACK POWELL	APPA RALLY REIMBURSEMENT	1,558.61
-------------	--------------------------	----------

Alderman Osborne seconded the motion. Mayor Powell requested to abstain. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

121-14

Alderman Zimmerman moved approval of the following invoices:

ADAMS GOLF, LTD	MERCHANDISE	2,381.18
AHEAD, INC	MERCHANDISE	992.44
ALL CLEANER	PROFESSIONAL SERVICES	500.00
ALLEGIANT EMERGENCY SERVICES	SUPPLIES	262.35
AMERICAN LIBRARY ASSOCIATION	SUPPLIES	32.40
AMERICAN PUBLIC POWER ASSOC.	REGISTRATION	245.00
AMETEK DREXELBROOK	PARTS	841.10
ANTIGUA GROUP, INC	MERCHANDISE	1,275.96
APEX EQUIPMENT, LLC	REPAIRS	1,041.52
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	264.61
ARGUS LEADER MEDIA #1085	SUBSCRIPTIONS	360.18
AVERA QUEEN OF PEACE HEALTH	TESTING	69.90
AWWA	MEMBERSHIP	348.00
BAKER & TAYLOR BOOKS	BOOKS	914.44

BANNER ASSOCIATES, INC	PROFESSIONAL SERVICES	20,813.49
BARNES DISTRIBUTION	SUPPLIES	253.65
BEST WESTERN VERMILLION INN	LODGING	146.00
BLACKSTONE AUDIO INC	SUPPLIES	150.00
BORDER STATES ELEC SUPPLY	SUPPLIES	1,600.00
BRIAN HANSEN	SAFETY BOOTS REIMBURSEMENT	100.00
BROADCASTER PRESS	ADVERTISING	75.00
BUTCH'S PROPANE INC	PROPANE	1,579.95
BUTLER MACHINERY CO.	PARTS	617.55
CALLAWAY GOLF	MERCHANDISE	2,122.04
CAMPBELL SUPPLY	SUPPLIES	444.23
CANFIELD BUSINESS INTERIOR	FILE CABINETS	1,038.40
CANNON TECHNOLOGIES, INC	SOFTWARE SUPPORT	2,159.70
CASK & CORK	MERCHANDISE	1,128.24
CENTER POINT LARGE PRINT	BOOKS	425.09
CENTURY BUSINESS LEASING	COPIER CONTRACT	138.25
CENTURY BUSINESS PRODUCTS	COPIES	164.20
CENTURYLINK	911 RELAY SERVICE	5.00
CENTURYLINK	TELEPHONE	741.72
CHESTERMAN CO	MERCHANDISE	182.00
CHUCK CECIL	BOOK	20.00
CITY OF VERMILLION	COPIES/POSTAGE	1,760.65
CITY OF VERMILLION	UTILITY BILLS	35,871.02
CLAY RURAL WATER SYSTEM	WATER USAGE	72.80
CLAY-UNION ELECTRIC CORP	SD ONE CALL MTG SPONSOR SHARE	102.92
CLEVELAND GOLF	MERCHANDISE	812.33
CLIMATE SYSTEMS, INC	REPAIRS	2,742.67
COFFEE KING, INC	SUPPLIES	57.75
COLONIAL LIFE ACC INS.	INSURANCE	2,918.96
COYOTE RENTALS	WATER HEATER REBATES	340.00
COYOTE SPORTS PROPERTIES	SPONSORSHIP	1,000.00
CRESCENT ELECTRIC SUPPLY	SUPPLIES	219.31
CRYSTAL BRADY	MEALS REIMBURSEMENT	130.00
CUSTOM PLASTIC CARD COMPANY	SUPPLIES	518.00
D-P TOOLS	SUPPLIES	255.45
DAKOTA ACOUSTICAL TILE, INC	COM CENTER FLOOR PANEL	6,871.00
DAKOTA BEVERAGE	MERCHANDISE	9,482.08
DAKOTA PC WAREHOUSE	COMPUTER/SUPPLIES	529.98
DELTA DENTAL PLAN	INSURANCE	6,635.20
DEMCO	SUPPLIES	346.54
DENNIS MARTENS	MAINTENANCE	833.34
DGR ENGINEERING	PROFESSIONAL SERVICES	14,533.23
DIRECTOR OF EQUALIZATION	PICTOMETRY USER FEE	4,821.22

DUST TEX	SUPPLIES	80.00
DYNAMIC BRANDS	MERCHANDISE	223.00
ECHO ELECTRIC SUPPLY	SUPPLIES	1,463.52
ELECTRONIC ENGINEERING	SUPPLIES	201.50
ENERGY LABORATORIES	TESTING	1,150.00
ERIC BIRKELAND	SAFETY BOOTS REIMBURSEMENT	100.00
ETTERMAN ENTERPRISES	SUPPLIES	141.99
FARMER BROTHERS CO.	SUPPLIES	54.28
FASTENAL COMPANY	SUPPLIES	103.31
FEDEX.	SHIPPING	11.47
FOREMAN MEDIA	COUNCIL MTG	100.00
GALE	BOOKS	1,015.93
GAYLORD BROS INC	SUPPLIES	43.98
GENERAL ELECTRIC COMPANY	PARTS	1,120.00
GEOTEK ENGINEERING	PROFESSIONAL SERVICES	1,558.50
GRAHAM TIRE CO.	TIRES	611.78
GRAINGER	SUPPLIES	196.40
GRAYMONT CAPITAL INC	CHEMICALS	7,402.39
GREGG PETERS	FREIGHT	1,839.50
GREGG PETERS	RENT	937.50
GUARANTEE OIL CO INC	SUPPLIES	38.48
HACH CO	SUPPLIES	1,206.70
HARLAND TECHNOLOGY SERVICE	MAINTENANCE AGREEMENT	1,671.00
HAWKINS INC	CHEMICALS	903.79
HD SUPPLY WATERWORKS	SUPPLIES	1,280.98
HEIMAN, INC.	INSPECTION	204.50
HENDERSONS ULTIMATE CAR WASH	CAR WASH CARD	100.00
HERREN-SCHEMPP BUILDING	SUPPLIES	96.66
HORNUNGS PRO GOLF	MERCHANDISE	89.55
HY VEE FOOD STORE	SUPPLIES	9.08
IN CONTROL, INC	TESTING	130.00
INDEPENDENCE WASTE	WASTE HAULING	902.25
INGRAM	BOOKS	4,247.07
INTERNATIONAL CODE COUNCIL	MEMBERSHIP	125.00
INTERVIEW	SUBSCRIPTION	24.97
ISTATE TRUCK CENTER	PART/REPAIRS	2,460.26
JACKS UNIFORM & EQPT	UNIFORM	620.15
JANE LARSON	TRAVEL REIMBURSEMENTS	124.85
JEFF MART	SAFETY GLASSES REIMBURSEMENT	150.00
JEMS	SUBSCRIPTION	44.00
JESSICA KENNEDY	MOTEL REIMBURSEMENT	128.24
JESSICA WADE	MILEAGE REIMBURSEMENT	226.08
JOHN A CONKLING DIST.	MERCHANDISE	6,271.94

JOHNSON BROTHERS FAMOUS BRANDS	MERCHANDISE	22,188.70
JOHNSON CONTROLS	REPAIRS/MAINTENANCE AGREEMENT	3,444.72
JOHNSTONE SUPPLY	SUPPLIES	292.19
JONES FOOD CENTER	SUPPLIES	573.83
JOYCE MOORE	TRAVEL REIMBURSEMENTS	88.00
KALINS INDOOR COMFORT	REPAIRS	552.17
KARSTEN MFG CORP	MERCHANDISE	103.22
KOLETZKY IMPLEMENT	PARTS	792.85
LAWSON PRODUCTS INC	SUPPLIES	96.38
LEISURE LAWN CARE	LAWN SERVICE CONTRACT	167.20
LESSMAN ELEC. SUPPLY CO	PARTS	228.00
LEUPOLD & STEVENS, INC	MERCHANDISE	276.77
LINCOLN MUTUAL LIFE	INSURANCE	463.39
LOCATORS AND SUPPLIES, INC	SUPPLIES	505.34
LONGS PROPANE INC	PROPANE	30.00
LP GILL, INC	TIRE DISPOSAL	370.00
LSC ENVIRONMENTAL PRODUCTS	EQUIPMENT RENTAL FEE	2,200.00
LUKE TROWBRIDGE	MEALS REIMBURSEMENT	186.00
MARK KOLLER	SAFETY BOOTS REIMBURSEMENT	100.00
MART AUTO BODY	TOWING	605.00
MATHESON TRI-GAS, INC	SUPPLIES	102.26
MATT PARROTT & SONS CO.	UTILITY BILLS	3,593.03
MATTHEW BETZEN	MEALS REIMBURSEMENT	56.00
MAXX SUNGLASSES	MERCHANDISE	262.00
MCCULLOCH LAW OFFICE	PROFESSIONAL SERVICES	1,584.00
MEAD LUMBER	SUPPLIES	104.79
MEDICAL WASTE TRANSPORT, IN	SUPPLIES	191.24
MENARDS	MATERIALS	190.92
MICRO MARKETING ASSOC	BOOKS	130.21
MIDWEST ALARM CO	ALARM MONITORING	63.00
MIDWEST BUILDING MAINTENANCE	MAT SVC	522.60
MIDWEST RADIATOR & EXHAUST	PARTS	368.00
MIDWEST TURF & IRRIGATION	PARTS	801.84
MIDWEST WHEEL COMPANIES	PARTS	281.82
MINN MUNICIPAL UTILITY ASSOC	REGISTRATION	506.00
MISSOURI VALLEY MAINTENANCE	REPAIRS	838.00
MOORE WELDING & MFG	SUPPLIES	123.75
NALCO CHEMICAL CO	SUPPLIES	180.80
NATIONAL ASSOC OF EMTS	MEMBERSHIP DUES	30.00
NATL GOLF FOUNDATION	MEMBERSHIP DUES	225.00
NCL OF WISCONSIN, INC	SUPPLIES	94.37
NEBR WATER ENVIR. ASSOC	REGISTRATION	690.00
NETSYS+	PROFESSIONAL SERVICES	3,848.06

NEW YORK LIFE	INSURANCE	94.02
OFFICE MAX	SUPPLIES	28.56
OFFICE SYSTEMS CO	SUPPLIES	1,890.38
OVERHEAD DOOR OF SIOUX CITY	REPAIRS	2,794.20
PAULS PLUMBING	REPAIRS	37.21
PCC, INC	FEB COMMISSION	1,851.02
PITNEY BOWES	POSTAGE METER RENTAL	242.49
PITNEY BOWES, INC	SUPPLIES	78.18
PNC EQUIPMENT FINANCE	DEFIBRILLATOR LEASE	741.27
POTOMAC AVIATION TECHNOLOGY	MONITORING FEES	250.00
PRAIRIE BERRY WINERY	MERCHANDISE	894.00
PRESSING MATTERS	SUPPLIES	97.00
PRESTO-X-COMPANY	INSPECTION/TREATMENT	48.63
PRINT SOURCE	SUPPLIES	236.00
PUMP N PAK	FUEL	699.21
QUALITY BOOKS INC.	BOOKS	730.88
QUALITY MOTORS	REPAIRS	391.96
QUEEN CITY WHOLESALE	MERCHANDISE	489.70
QUILL	SUPPLIES	2,124.01
RACOM CORPORATION	MAINTENANCE CONTRACT	395.50
RAIDER TACTICAL	SUPPLIES	515.00
RANDOM HOUSE, INC	BOOKS	131.25
RANDY ISAACSON	TRAVEL REIMBURSEMENT	499.50
RANDY VOSS	PROFESSIONAL SERVICES	255.72
RASMUSSEN MECHANICAL SERVICE	REPAIRS	799.47
RECORDED BOOKS, INC	BOOKS	602.30
REPUBLIC NATIONAL DIST	MERCHANDISE	34,731.79
RICHARD DRAPER	RECORDER	63.47
RIVERSIDE HYDRAULICS & LAB	REPAIRS	39.00
RYAN HOUGH	REIMBURSE MEMBERSHIP/MEALS	147.24
SANFORD CLINIC VERMILLION	SUPPLIES	262.15
SANFORD HEALTH PLAN	FSA PARTICIPATION FEE	69.00
SDML	REGISTRATION	80.00
SD POLICE CHIEFS ASSOCIATION	REGISTRATION	75.00
SD RETIREMENT SYSTEM	CONTRIBUTIONS	49,860.77
SDN COMMUNICATIONS	MAINTENANCE	7,232.00
SDWWA-	REGISTRATION	130.00
SIOUX CITY WINTRONIC	SUPPLIES	419.26
SIOUX EMPIRE SAFETY VILLAGE	EVENT FEE	100.00
SIOUX FALLS TWO WAY RADIO	REPAIRS	878.47
SIOUX VALLEY ENVIRONMENTAL	PARTS	25.00
SOOLAND BOBCAT	PARTS	174.40
STERN OIL CO.	SUPPLIES	2,095.34

STUART C. IRBY CO.	TRANSFORMERS/SUPPLIES	55,620.00
STURDEVANTS AUTO PARTS	PARTS	2,358.01
TAYLOR MADE	MERCHANDISE	6,257.16
THATCHER COMPANY	SODA ASH	20,362.32
THE EQUALIZER	ADVERTISING	565.75
THE SPRINKLER COMPANY	REPAIRS	891.00
TITLEIST DRAWER CS	MERCHANDISE	7,089.11
TONY KLUNDER	MEALS REIMBURSEMENT	101.00
TREASURER-CLAY COUNTY	STORM SEWER	69.42
TRUCK-TRAILER SALES	FLAPS	44.00
TRUE VALUE	SUPPLIES	268.37
TURFWERKS	PARTS	3,962.64
TURNER PLUMBING	PARTS	9.89
TUX TOWEL USA	MERCHANDISE	644.47
TYLER WILLIAMSON	SAFETY BOOTS/CDL TEST	195.00
UNITED WAY	CONTRIBUTIONS	462.46
UPSTART	SUPPLIES	1,583.70
USA BLUEBOOK	SUPPLIES	128.23
VERIZON WIRELESS	CELL PHONES	1,684.29
VERMEER HIGH PLAINS	PARTS	63.76
VERMILLION ACE HARDWARE	SUPPLIES	863.95
VERMILLION CHAMBER OF COMMERCE	VERMILLION BUCKS/DUES	230.00
VERMILLION VETERINARY CLINIC	PROFESSIONAL SERVICES	115.00
VGSA	SPONSORSHIP	250.00
VIDACARE	SUPPLIES	421.90
VISA/FIRST BANK & TRUST	FUEL/LODGING/SUPPLIES	8,472.76
WAHLTEK	LOGGING RECORDER	15,710.00
WAL-MART COMMUNITY	SUPPLIES	732.89
WESCO DISTRIBUTION, INC	SUPPLIES	3,687.90
WESTERN IOWA TECH	REGISTRATION	75.00
WESTERN OFFICE TECHNOLOGIES	SUPPLIES	120.00
WITTEK	SUPPLIES	615.60
WOW! BUSINESS	911 CIRCUIT	1,365.50
YANKTON AREA EMS ASSOCIATION	EMT COURSE REGISTRATION	200.00
YANKTON JANITORIAL SUPPLY	SUPPLIES	1,398.56

Alderman Willson seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

## 12. Consensus Agenda

A. Set a bid opening date of April 30, 2014 for the Recycling Center Entrance PCC Paving project

B. Set a bid opening date of April 30, 2014 for the PCC Paving, Alley in Block 68, Bigelow's Addition project

C. Set a bid opening date of May 1, 2014 for the Cottage Avenue water main replacement project

122-14

Alderman Osborne moved approval of the consensus agenda. Alderman Zimmerman seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

13. Adjourn

123-14

Alderman Osborne moved to adjourn the Council Meeting at 8:30 p.m. Alderman Meins seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 7<sup>th</sup> day of April, 2014.

THE GOVERNING BODY OF THE CITY  
OF VERMILLION, SOUTH DAKOTA

BY \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

BY \_\_\_\_\_  
Michael D. Carlson, Finance Officer

Published once at the approximate cost of \_\_\_\_\_.

**PROCLAMATION**  
**Recognizing Earth Day 2014**

WHEREAS, the global community now faces challenges, such as global health issues, food and water shortages, and economic struggles; and

WHEREAS, all people, regardless of race, gender, income, or geography, want a healthy, sustainable environment with economic growth; and

WHEREAS, it is understood that the citizens of the global community must take action to create a green economy to combat the aforementioned global challenges; and

WHEREAS, Citizens throughout the United States and around the world will observe the 44<sup>th</sup> Anniversary of Earth Day on April 22<sup>nd</sup>, 2014; and

WHEREAS, Earth Day is an International event observed by more than 1 billion people in more than 190 countries spanning every continent that promotes environmental awareness and emphasizes the limitless possibilities for all people to care for our land, air, and rivers; and

NOW THEREFORE, we, the Governing Body of the City of Vermillion, call upon the citizens of Vermillion to celebrate Earth Day from April 21 thru April 28 and share in the natural beauty of our region and protect it for the health and prosperity of today and the future.

Dated at Vermillion, South Dakota this 21<sup>st</sup> day of April, 2014.

FOR THE GOVERNING BODY OF THE  
CITY OF VERMILLION, SOUTH DAKOTA

By \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

By \_\_\_\_\_  
Michael D. Carlson, Finance Officer



# Celebrate Arbor Day

## Proclamation

### Recognizing April 25, 2014 as Arbor Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify the community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, BE IT RESOLVED, that we, the Governing Body of the City of Vermillion, do hereby proclaim April 25, 2014 as **Arbor Day** in Vermillion and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands.

BE IT FURTHER RESOLVED, that all citizens are urged to plant trees to gladden the heart and promote the well-being of current and future generations.

Dated at Vermillion, South Dakota this 21<sup>st</sup> day of April, 2014.

FOR THE GOVERNING BODY OF THE  
CITY OF VERMILLION, SOUTH DAKOTA

By \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

By \_\_\_\_\_  
Michael D. Carlson, Finance Officer

**PROCLAMATION**  
**IN APPRECIATION OF HEARTLAND HUMANE SOCIETY**

WHEREAS, Heartland Humane Society opened their doors in 2001; and

WHEREAS, since 2001, Heartland Humane Society has taken in over 1,000 animals off the streets of our communities; and

WHEREAS, Heartland Humane Society is the only animal shelter actively serving Vermillion and the surrounding communities; and

WHEREAS, in 2013, Heartland Humane Society received a grant and conducted a spay and neuter event to help control the feral cat population in Vermillion; and

WHEREAS, Heartland Humane Society works to stop unwanted litters and provides a food bank for pet owners facing short-term financial strains; and

WHEREAS, in 2014, Heartland Humane Society moved into a 8,500 square foot facility which they have renovated to allow them to continue their dedication to neglected and abused animals and support community programs.

NOW, THEREFORE, We, the Governing Body of the City of Vermillion, South Dakota for and on behalf of all residents of the community, do hereby wish to recognize and extend gratitude to the **Heartland Humane Society** for their wonderful service as they continue to provide for our community.

Date at Vermillion, South Dakota this 21<sup>st</sup> day of April 2014.

FOR THE GOVERNING BODY OF THE  
CITY OF VERMILLION, SOUTH DAKOTA

By \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

By \_\_\_\_\_  
Michael D. Carlson, Finance Officer

## *Council Agenda Memo*

**From:** Jim Goblirsch, Parks and Recreation Director

**Meeting:** April 21, 2014

**Subject:** First Reading of Ordinance 1313 to amend Title IX General Regulations Chapter 90 Section 90.70-90.99. (Tree Ordinance)

**Presenter:** Jim Goblirsch

**Background:** The Tree Board met in June of 2013. During that meeting a mention of the City of Vermillion's Tree Ordinance was addressed. It was determined that the City of Vermillion's Tree Ordinance has not been revised since 1989.

The City Manager along with City staff saw this as an opportunity to update the existing Tree Ordinance. At the City Council work session on March 17, 2014 a Power Point presentation along with proposed changes to the Tree Ordinance were presented. After the presentation and discussion, it was suggested that the proposed ordinance changes be further reviewed and presented at a future meeting. After the presentation and discussion at the Council work session on April 7, 2014, the Council consensus was to have a first reading of the proposed changes at the April 21, 2014 City Council meeting.

**Discussion:** The proposed Tree Ordinance is not a complete revision of the ordinance but an updated version to better serve the city's current utility location trends, tree placement, safety, community aesthetics as well as addressing nuisance vegetation. In addition, the proposed ordinance revises the Tree Board's role and members, clarifies ordinance language and definitions. The Park and Recreation Department has also developed a tree guide to explain the ordinance, share suggestions on best practices for planting and maintaining trees, promote the benefits of tree planting and other related items.

**Financial Consideration:** Staff time and City enforcement are the two main areas that may lead to the expenditure of funds with this ordinance in the future. The only immediate cost would be for publication.

**Recommendation:** Administration recommends adoption of the first reading of Ordinance 1313.

## ORDINANCE NO. 1313

AN ORDINANCE AMENDING TITLE IX GENERAL REGULATIONS CHAPTER 90 TREES, PLANTS AND SHRUBS SECTIONS 90.70 – 90.73, 90.77 – 90.83 AND 90.85 OF THE REVISED ORDINANCES OF THE CITY OF VERMILLION, SOUTH DAKOTA, TO ADD AND AMEND THE DEFINITIONS, TREE BOARD, PLANTINGS, SPACING, UTILITIES, TREE CARE, CLEARANCE, TREE TOPPING, TREE REMOVAL, REMOVAL OF STUMPS, ABATEMENT AND REVIEW BY CITY COUNCIL AS IT APPLIES TO TREES, PLANTS AND SHRUBS WITHIN THE CITY OF VERMILLION

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VERMILLION, SOUTH DAKOTA that Title IX, Sections 90.70 (C); 90.71; 92.72 (A), (B), (D); 90.73 (B), (E), (F), (G); 90.74; 90.77; 90.78 (B), (C), (D), (E); 90.79; 90.80; 90.81 (B); 90.82; 90.83 (A), (C); and 90.85 be added and amended as follows:

### **Trees, Plants and Shrubs**

#### **§ 90.70 PURPOSE**

- (C) It is the intent of the governing body that this chapter provides guidelines and assistance to the citizens of the city and to initiate a general policy for the planting of trees ~~and woody shrubs~~ on the public property.

#### **§ 90.71 DEFINITIONS**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CITY** The City of Vermillion, South Dakota, and collectively, the elected and or designated official, authorized agent, or employees of the City of Vermillion assigned to carry out the enforcement of this subchapter.

**CITY TREE SPECIALIST** An employee designated by the City Manager that is educated in the care of trees and other woody plants. This individual will serve as the public's person of contact.

**CITY TREE BOARD** An advisory board consisting of 5 members who are citizens and residents of Vermillion, who shall be responsible for the ~~study, recommendation and encouragement of a program for the care, preservation, pruning, planting and replanting of trees and shrubs in parks, along streets, and in other public areas in the city.~~ development of a long term plan that will encourage the growth of a healthy tree canopy throughout the City's boulevard, City's parks and any other areas of the City.

**MAINTAINED TREE** A tree or woody plant that has been properly trimmed to remove any dead or hazardous branches. It has also been watered, fertilized, and treated for disease or insects as needed.

**NUISANCE TREE** Any tree that is not valued where it is growing and is usually of vigorous growth; especially one that tends to overgrow or choke out more desirable plants.

**PARKS** All public parks within the city having individual names.

**PERSON** Any person, firm, partnership, association, corporation, company, organization, or political subdivision of any kind.

**PESTS** An insect or disease that attacks a tree or woody vegetation.

**PLANTS** Any growing “non-woody” vegetation.

**PROPERTY OWNER** The person owning the property as shown by the records on file at the office of the Register of Deeds of Clay County, South Dakota.

**PUBLIC PLACE** All property and grounds owned by the city lying within the County of Clay, State of South Dakota, or under its control or supervision whether owned, leased or under contract of the city.

**TREES**

- (1) **LARGE TREES** Trees larger than 40 feet tall at maturity.
- (2) **MEDIUM TREES** Trees that are 20 to 40 feet tall at maturity.
- ~~(5)~~ (3) **SMALL TREES** Trees less than 20 feet tall at maturity.
- ~~(2)~~ (4) **PARK TREES** Trees, shrubs, and all other woody vegetation in public parks ~~having individual names~~, and all areas owned by the city or to which the public has access as a public park.
- ~~(3)~~ (5) **PRIVATE TREES** Those trees and all other woody vegetation on privately owned lots and residences within the city.
- ~~(4)~~ (6) **PUBLIC TREES** All trees now or hereafter growing ~~on~~ along any street or in any park, or ~~any~~ public areas of the city.
- ~~(6)~~ (7) **STREET TREES** Trees, shrubs, and all other woody vegetation on boulevards or in parkways which are those parking areas lying between the established curb line and ~~the street~~ any right-of-way line within the city.

~~**TREES AND SHRUBS.** All woody vegetation now or hereafter growing on any public or private property.~~

**TOPPING** The severe cutting back of limbs to stubs larger than 3 inches in diameter within the tree’s crown to such a degree so as to remove the normal canopy and disfigure the tree.

**TREE SUPPORT AND BRACING** Supplement support in the form of cabling or bracing.

**BRACING** The use of steel rod(s) to support a trees structure.

**CABLING** The use of cable, chain, rope, or anything to support limbs of a tree, excluding small

trees.

### § 90.72 CITY TREE BOARD

- (A) There is hereby created and established an advisory board to be known as the City Tree Board of the City of Vermillion. There shall be five (5) members of the City Tree Board in which board members are citizens and residents of Vermillion. They shall be appointed by the Mayor with the approval of the City Council. ~~One member shall be a member of the city park and recreation staff; 1 member shall be a current member of the City Council; and the other 2 3 shall be selected by the governing body from the residents at large.~~ The Parks and Recreations Director shall recommend one member to the board from staff; the Street Superintendent shall recommend one member to the board from staff; one member shall be currently serving on the City Council; and two members shall be selected by the governing body from the residents of the City of Vermillion.
- (B) The term of the 5 persons to be appointed shall be ~~3~~ 2 years except the terms of those representing the City Council and ~~park and recreation~~ city employed staff shall expire at the expiration of their terms of office or employment. In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the term.
- (D) Subject to the control of the governing body of the city, ~~it shall be the responsibility of the Tree Board to enlist and solicit the participation of individuals, community, and service groups of Vermillion to develop a long term commitment to improve the tree and shrub landscaping of city parks, parkways, boulevards, as well as other public and private property. They shall also be responsible for the study, recommendation, and encouragement for the care, preservation, pruning, planting, and replanting of trees and shrubs in these areas.~~

### § 90.73 PLANTING

- (B) The city is herein responsible for tree planting in all city parks, ~~and will make recommendations or give advice for the care of street trees. Planting of trees on private property is not subject to the control of the Tree Board however, only the city encourages desirable species and planting practices~~ however, non-allowable species are prohibited from being planted on private property.
- (E) The city may designate agents to accept applications and issue permits for the planting of trees ~~and other vegetation~~ covered under this subchapter. ~~No fee shall be charged for any permit issued under this section.~~
- (F) The city will issue ~~a desirable~~ an allowable species list for tree planting in the public places and a non-allowable tree list for planting on private property city. ~~The list will contain a minimum of 10 species in order to provide a diversity of tree types.~~
- (G) No hedges, conifer trees, or ~~conifer~~ shrubs may be planted in the boulevard or public right-of-way, except in the planters in the Central Business District.

### § 90.74 SPACING

The spacing for all street tree plantings will be in accordance with specifications more particularly set forth in the ~~desirable~~ allowed species list; provided that, in general, no small trees

shall be planted less than 20 feet apart, no medium trees shall be planted less than 30 feet apart, and no larger trees shall be planted less than ~~30~~ 35 feet apart. Trees shall be placed at least 10 feet from a driveway. Trees shall be centered between the curb and sidewalk.

### **§ 90.77 UTILITIES**

No ~~street trees, except small trees, may~~ shall be planted under or within ~~10~~ 15 feet of overhead utility wires, traffic signals, or street lights. No trees shall be planted ~~over or~~ within ~~5-10~~ feet of any ~~underground~~ water, sewer, or other service ~~lines~~ valves and within a 15 foot radius from a utility cabinet.

### **§ 90.78 TREE CARE**

- (B) For any trees or shrubs now situated on or hereafter planted in the public right-of-way, it shall be the duty of the abutting property owner to maintain trees in a safe and healthy condition and in every way in compliance with the provisions of this subchapter for the life of the tree.
- (C) Trees severely damaged by storms or other causes, aged trees, or certain trees under utility wires or other obstructions must be removed.
- (D) The City shall have the right to plant, trim, prune, and remove trees, plants, and shrubs within the city right-of-way and public grounds as may be necessary to ensure public safety and city utility services.
- (E) The city tree specialist shall have the authority to regulate and control nuisance trees and other woody plants upon private property only when an action is demonstrably necessary to maintain city utilities, to prevent the damage of public right-of-ways, or to prevent the spread of disease or insects to public trees and places.

### **§ 90.79 CLEARANCE**

Any tree overhanging any street or right-of-way within the city shall have the branches trimmed so that the branches will not block or otherwise inhibit street and sidewalk traffic and signs controlling the traffic. All large established trees shall be trimmed in such a manner so as to allow 8 feet clearance over sidewalks and ~~12~~ 16 feet clearance over all streets; ~~however, trees along principal traffic thoroughfares shall be trimmed so as to allow clearance of at least 16 feet. All low-profile and conifer shrubs shall be kept trimmed to less than 2 feet above the roadway or curb.~~ The city shall have the right to prune any tree or shrub on public or private property that obstructs the view of any street intersection, street lighting or visibility of any traffic-control device or sign.

### **§ 90.80 TREE TOPPING**

Tree topping is not ~~recommended as a normal~~ an allowed practice for any person, firm, or city department of any street tree, park tree or other tree on public property. Except when determined necessary by the City.

~~**TOPPING** is defined as the severe cutting back of limbs to stubs larger than 3 inches in diameter where other pruning practices are impractical may be exempted from the recommendations contained in this section at the determination of the city.~~

### **§ 90.81 TREE REMOVAL**

- (B) ~~Determination of a pest problem will be made by the e City with the assistance of the expertise as the governing body deems necessary.~~

### **§ 90.82 REMOVAL OF STUMPS**

All stumps of street and park trees shall be removed 8 inches below the surface of the ground so ~~that the tops of the stump shall not project above the surface of the ground.~~ The e City shall be responsible only for the removal of those stumps of trees of which were removed by the e City. ~~has primary responsibility.~~

### **§ 90.83 ABATEMENT**

- (A) ~~The failure of owners to comply with planting, spacing, minimum distance, utilities, trimming, and tree removal provisions of this subchapter and spacing requirements prescribed by the city shall constitute a violation of this subchapter and the offender shall be liable under the penalty provisions of the ordinances of the city. The city shall have the authority to trim or remove trees improperly located as not to conforming to the provisions of this subchapter and to assess the cost of removal against the to the abutting owner of the property on which the same were improperly located.~~
- (C) Trees plants and shrubs not conforming to this ordinance and subchapters are hereby declared a public nuisance.

### **§ 90.85 REVIEW BY CITY COUNCIL**

Any abutting property owner ~~person~~ aggrieved by the action of any agent or officer of the city designated to enforce this subchapter or to carry out its purpose may appeal from any such action to the city council that may hear the matter and make final decision.

Dated at Vermillion, South Dakota this 5<sup>th</sup> day of May, 2014.

THE GOVERNING BODY OF THE CITY  
OF VERMILLION, SOUTH DAKOTA

By \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

By \_\_\_\_\_  
Michael D. Carlson, Finance Officer

First Reading: April 21, 2014  
Second Reading: May 5, 2014  
Publish: May 16, 2014  
Effective Date: June 3, 2014

## *Council Agenda Memo*

**From:** Jason Anderson, Asst. City Engineer  
**Meeting:** April 21, 2014  
**Subject:** First reading of Ordinance 1314 to add Section 51.34 Distributed Generation to Chapter 51 Electricity of Title V Public Works  
**Presenter:** Jason Anderson

**Background:** At the April 7, 2014 City Council noon meeting a presentation about Distributed Generation was presented. Distributed Generation is a term that is used to describe on-site electricity generation that is connected to the electric power grid. If a distributed generation system is deemed to be a “Qualifying Facility”, Vermillion Light & Power (VLP) is required to buy and sell power to the site at non-discriminatory rates.

**Discussion:** VLP has been approached by a customer who is interested in the installation of a solar panel system. To accommodate this customer, and any future customers, City staff would like to adopt the “Distributed Generation Workbook” as City policy for approving these small power producing facilities. The Workbook was conceived by Missouri River Energy Services, our supplemental power provider, as a guideline for its members to equitably address customer inquiries regarding the installation of on-site renewable energy systems. The intent of the workbook is to make public the process of installing distributed generation facilities and provide City staff with a standard process for approving these facilities.

To provide for adoption of the Distributed Generation Workbook, an ordinance must first be put into place. Ordinance 1314 will provide for the City to institute a distributed generation policy along with a corresponding connection fee. The connection fee will allow for the City to recoup costs associated with permitting the distributed generation facility and provide the meter for the facility.

**Financial Consideration:** There are no budget implications associated with this ordinance other than publication.

**Conclusion/Recommendations:** Administration recommends adoption of the first reading of Ordinance 1314.

ORDINANCE NO. 1314

AN ORDINANCE ADDING TO TITLE V PUBLIC WORKS, CHAPTER 51 ELECTRICITY, SECTION 51.34 OF THE REVISED ORDINANCES OF THE CITY OF VERMILLION, SOUTH DAKOTA, TO ADD RECOGNITION FOR DISTRIBUTED GENERATION AND THE SERVICE CONNECTION FEE

BE IT ORDAINED, by the Governing Body of Vermillion, South Dakota that Title V, Chapter 51 Electricity, Sections 51.34 be added as follows:

51.34 Distributed Generation

A. The Public Utilities Regulatory Policy Act of 1978 (PURPA), as amended, requires a utility to buy power and sell power to Qualifying Facilities. The City shall adopt, by resolution, policies for permitting small power production and co-generation facilities.

B. A charge to be set from time to time by resolution will be made for the interconnection between the City and Distributed Generation facilities.

Dated at Vermillion, South Dakota this 5<sup>th</sup> day of May, 2014.

THE GOVERNING BODY OF THE CITY  
OF VERMILLION, SOUTH DAKOTA

By \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

By \_\_\_\_\_  
Michael D. Carlson, Finance Officer

First Reading: April 21, 2014  
Second Reading: May 5, 2014  
Publish: May 16, 2014  
Effective Date: June 3, 2014

## *Council Agenda Memo*

**From:** Jason Anderson, Asst. City Engineer  
**Meeting:** April 21, 2014  
**Subject:** Adoption of Distributed Generation Policy  
**Presenter:** Jason Anderson

**Background:** Included in the Council Packet is a Resolution Adopting the Distributed Generation Workbook as the “Small Power Production and Co-Generation Policy”. This Resolution is related to Ordinance 1314 in agenda item 8.b. As noted with the last agenda item, distributed generation is a term that is used to describe on-site electricity generation that is connected to the electric power grid. If a distributed generation system is deemed to be a “Qualifying Facility”, Vermillion Light & Power (VLP) is required to buy and sell power to the site at non-discriminatory rates.

**Discussion:** The resolution will adopt the MRES workbook as City of Vermillion policy for addressing distributed generation systems. Once approached by a customer, City staff will work with the customer through the steps that are outlined in the workbook. City staff suggests the City Council adopt this workbook, effective June 3, 2014, which is the date that Ordinance 1314 will take effect.

Adoption of the resolution establishing the policy at this time will also provide City staff guidance to answer the questions of a customer who has recently approached the City about a solar panel installation that will be a qualifying facility.

**Financial Consideration:** There are no budget implications in adopting this Resolution.

**Conclusion/Recommendations:** Administration recommends adoption of the Resolution Adopting the Distributed Generation Workbook as the “Small Power Production and Co-Generation Policy” for the City of Vermillion Light & Power Department, effective June 3, 2014.

**RESOLUTION**  
**ADOPTING THE DISTRIBUTED GENERATION WORKBOOK AS THE “SMALL  
POWER PRODUCTION AND CO-GENERATION POLICY”**

**WHEREAS**, the Public Utilities Regulatory Policy Act of 1978 (PURPA), as amended, requires a utility to buy power and sell power to Qualifying Facilities; and

**WHEREAS**, Vermillion Light and Power is a member (MEMBER) of a 61 community, four state joint action agency known as Missouri River Energy Services (MRES) to provide supplemental power to the MEMBER; and

**WHEREAS**, the MEMBER and MRES filed a Petition of Wavier, which specifies the obligations of the MEMBER and MRES to a Qualifying Facilities, with the Federal Energy Regulatory Commission (FERC) on Section 2010 of PURPA, and have been granted such waiver by the FERC; and

**WHEREAS**, the MEMBER and MRES agreed to comply with “Rules of Compliance” as part of the Waiver; and

**WHEREAS**, the MEMBER has drafted guidelines and documents to implement the Rules of Compliance known as the “Distributed Generation Workbook” to accommodate Qualifying Facilities in interconnection and power purchase arrangements, which are subject to be updated periodically.

**NOW, THEREFORE, BE IT RESOLVED**, that in recognition of the above statements, that the Governing Body of the City of Vermillion hereby adopts the Distributed Generation Workbook as the “Small Power Production and Co-Generation Policy.” The Resolution shall take effect on June 3, 2014.

Dated at Vermillion, South Dakota this 21<sup>st</sup> day of April 2014.

THE GOVERNING BODY OF THE CITY  
OF VERMILLION, SOUTH DAKOTA

By \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

By \_\_\_\_\_  
Michael D. Carlson, Finance Officer

## *Council Agenda Memo*

**From:** John Prescott, City Manager

**Meeting:** April 21, 2014

**Subject:** Appointment to fill vacant seat on Planning Commission

**Presenter:** Mayor Jack Powell

**Background:** By State Statute the City Council is charged with appointing members of the Planning Commission.

11-4-11. Appointment of planning and zoning commission--Same as city planning and zoning commission. In order to avail itself of the powers conferred by this chapter, the governing body shall appoint a commission to be known as the planning and zoning commission to recommend the boundaries of the zoning districts and appropriate regulations to be enforced therein.

The Planning Commission is comprised of nine citizens. The board terms are for five years and expire in June. Steve Howe has resigned from the Planning Commission due to an upcoming move out of state. The opening was advertised on the City's website, at City Council meetings, and in local publications.

**Discussion:** The current members of the Planning Commission and term expiration year are: Don Forseth (2015), Mike Manning (2015), Ted Muenster (2015), Doug Tuve (2015), Matt Fairholm (2017), Debbie Gruhn (2017), Rich Holland (2017) and Bob Iverson (2017).

Three Expression of Interest forms were received and are attached. The appointee will fill the balance of Mr. Howe's term which expires in 2015.

**Financial Consideration:** Each member of the Planning Commission is paid \$15 per meeting.

**Conclusion/Recommendations:** Administration recommends appointing an individual to fill the balance of the Planning Commission term expiring in 2015.



**CITIZEN BOARD/COMMISSION  
EXPRESSION OF INTEREST FORM**

Board/Commission on which you are interested in serving: VERMILLION PLANNING COMMISSION

Title: MR.

Name: TOBY A. LUTENEGGER

Home Address: 224 E. CHERRY ST, VERMILLION, SD 57069

Email Address: TOBY.LUTENEGGER@COYOTES.USD.EDU

Phone #: 612-618-9222

Number of years you have lived in/around Vermillion: 10 MONTHS

Occupation: LAW SCHOOL STUDENT Employer: USD SCHOOL OF LAW

Business Address: 414 E. CLARK ST. VERMILLION, SD

Prior elected or appointed offices held (if any): 2013-2014: Junior Analyst. Coyote Capital Management Group.

2013-2014: Vice President. Public Interest Network Annual Charitable Auction.

Present and past community volunteer activities: 2013-2014: Client Counselor-R.D. Hurd Pro Bono Society,

Member-Delta Theta Phi Fraternity, Pro Se Legal Assistant-Unified Judicial Helpline, Member-Habitat for Humanity, Event

Judge-American Forensics Assoc. Regional Finals, Certified Income Tax Assistant. IRS VITA

Why are you interested in serving on this Board/Commission: City planning/real estate/architecture are all areas  
where I hold a very strong interest. Also have some minor political aspirations for the future. I have a strong moral compass  
& desire to benefit the common good. Would like to take what I have learned in school & work and use it in real life.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve? I am currently a law school student. I have a BA in Geography with an emphasis in City Systems. I  
am a licensed trainee residential appraiser in Minnesota & have reviewed over 10k appraisals. I am a world traveler and have  
lived all over the US. I spend more time then I care to admit studying maps, real estate, urban planning, and aerial photos.

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board/Commission? Economic Development. South Dakota holds a unique place regionally and nationally due to its  
favorable tax climate and low cost of living. Would like to see this touted to attract quality employers such as manufacturers.  
Developing industry will also create residential growth and expand the tax base. Another goal is to keep downtown strong.

 4-2-14  
Signature Date

Please return this form to: John Prescott, City Manager  
25 Center Street  
Vermillion, South Dakota 57069



**CITIZEN BOARD/COMMISSION  
EXPRESSION OF INTEREST FORM**

Board/Commission on which you are interested in serving: City of Vermillion Planning Commission

Title: \_\_\_\_\_

Name: Laura Jones

Home Address: 100 N Washington St, Vermillion SD 57069

Email Address: laurajones731@gmail.com

Phone #: 402.369.0749

Number of years you have lived in/around Vermillion: 9

Occupation: Government worker Employer: State of SD, Dept of Social Services

Business Address: 114 Market, Suite 102, Vermillion

Prior elected or appointed offices held (if any): I have not held any elected or appointed offices.

Present and past community volunteer activities: I have not been active in volunteering in the community in the recent past. I was very active as a volunteer in my hometown in my youth, and I am looking to get involved in some volunteer activities in the City of Vermillion.

Why are you interested in serving on this Board/Commission: I hold a Master's Degree in Public Administration and I am incredibly interested in city planning. I would like to serve the city I've lived in for nearly a decade by assisting with planning and zoning regulations while further learning about how the Commission operates.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve? As I mentioned, I hold a Master's Degree in Public Administration from USD. Through my education experience, I was part of a team to develop a potential housing development plan for what is now Bliss Pointe. I have also taken other classes related to city planning as well as GIS technology.

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board/Commission? Planning can be a slow process, I know, and I see that the Commission is currently working on drafting a Comprehensive Plan. One vision I have is to plan for further renovation of the Downtown to create a more inviting space for people of all ages (rather than pandering to the bar crowd and restaurant-goers).

Laura E. Jones  
Signature

4/16/14  
Date

Please return this form to: John Prescott, City Manager  
25 Center Street  
Vermillion, South Dakota 57069



**CITIZEN BOARD/COMMISSION  
EXPRESSION OF INTEREST FORM**

Board/Commission on which you are interested in serving: Planning Commission

Title: Mr.

Name: Greg Redlin

Home Address: 916 Jane Street

Email Address: gregredlin@gmail.com

Phone #: 662 402 2232

Number of years you have lived in/around Vermillion: 14 plus years

Occupation: Retired/USD student Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Prior elected or appointed offices held (if any): \_\_\_\_\_

Present and past community volunteer activities: I chaired what was known as the Golden Age of the Arts Festival and served on the Board of the festival for many years.

Why are you interested in serving on this Board/Commission: I have three degrees from USD, served as VP for Finance & Administration at USD from 1992-2006, and have now retired here in Vermillion. The community means a great deal to me. I hope to contribute to the community's growth and prosperity.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve? I am quite familiar with large and small building construction having worked with planners, architects and contractors on major projects throughout my career in SD and Mississippi where I worked at Delta State University

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board/Commission? I think code compliance, beautification, and downtown development are important to the future of Vermillion and would hope to contribute to them through the commission.

Greg Redlin  
Signature Date 3/23/14

Please return this form to: John Prescott, City Manager  
25 Center Street  
Vermillion, South Dakota 57069

## *Council Agenda Memo*

**From:** John Prescott, City Manager  
**Meeting:** April 21, 2014  
**Subject:** Vermillion Housing Authority Appointment  
**Presenter:** Mayor Jack Powell

**Background:** By State Statute the City Council is charged with appointing members of the Vermillion Housing Authority.

11-7-12. Appointment and terms of commissioners--Vacancies. The commissioners constituting a commission shall be appointed by the mayor or the chairman of the board of county commissioners, with the approval of the governing body. Those initially appointed shall be appointed for terms of one, two, three, four, and five years respectively. Thereafter all commissioners shall be appointed for five-year terms. Each vacancy in an unexpired term shall be filled in the same manner in which the original appointment was made.

The commission is comprised of five citizens appointed by the City Council. The terms are for five years and expire in June. Steve Howe has submitted his resignation. His term was scheduled to end in June 2017.

**Discussion:** Following Mr. Howe's resignation, an ad was placed in the Broadcaster and Equalizer. The vacancy was also listed on the City's website. The vacancy was also mentioned as part of the City Manager's report at two City Council meetings. Three Expression of Interest forms were received and are included for consideration.

The other current members of the Vermillion Housing Authority and term expiration year are: Elizabeth Abbott (2018), Cindy Benzel (2014), Joan Holter (2015), Sandy Brown (2016).

**Financial Consideration:** None. Neither the City nor the Housing Authority compensates Housing Authority Board members for their service.

**Conclusion/Recommendations:** Administration recommends the City Council appoint an individual to fill the balance of a Vermillion Housing Authority Board expiring in June 2017.



**CITIZEN BOARD/COMMISSION  
EXPRESSION OF INTEREST FORM**

Board/Commission on which you are interested in serving: Vermillion Housing Authority

Title: \_\_\_\_\_

Name: Craig DeVelder

Home Address: 1304 Over Drive, Vermillion, SD

Email Address: cldevelder@msn.com

Phone #: 605-670-1865

Number of years you have lived in/around Vermillion: 27

Occupation: Mananger/Abstractor Employer: Clay Co. Abst. & Title Co.

Business Address: 121 Kidder St, Ste 104, Vermillion

Prior elected or appointed offices held (if any): Master Incense Lodge #2 Masonic Lodge,  
President local bike club

Present and past community volunteer activities: 4-H Leader, served on church boards

Why are you interested in serving on this Board/Commission: Have a interest in housing  
opporunities in Vermillion due to my employment.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve? I'm organized, on time, lisen well and try to always  
see and understand both sides of a discussion.

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board/Commission? I love to see Vermillion grow and see improved  
housing opportunities in the community.

  
Signature

4-7-14  
Date

Please return this form to: John Prescott, City Manager  
25 Center Street  
Vermillion, South Dakota 57069



**CITIZEN BOARD/COMMISSION  
EXPRESSION OF INTEREST FORM**

Board/Commission on which you are interested in serving: Vermillion Housing Authority Board of Directors

Title: \_\_\_\_\_

Name: Laura Jones

Home Address: 100 N Washington St, Vermillion SD 57069

Email Address: laurajones731@gmail.com

Phone #: 402.369.0749

Number of years you have lived in/around Vermillion: 9

Occupation: Government worker - Benefits Specialist Employer: State of SD; Dept of Social Services

Business Address: 114 Market St, Suite 102, Vermillion

Prior elected or appointed offices held (if any): I have not held any elected or appointed offices.

Present and past community volunteer activities: I have not been active in volunteering in the community in the recent past. I was very active as a volunteer in my hometown as a youth, and I am looking to get involved in some volunteer activities in the City of Vermillion.

Why are you interested in serving on this Board/Commission: I have a passion for affordable housing for everyone, and I think being able to afford safe housing is a crucial part of being a community member. I believe that everyone who wants to belong in a community should be able to afford to live in that community, regardless of income or situation.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve? I hold a Master's Degree in Public Administration, and spent a good portion of my education in classes related to planning, with an emphasis on affordable housing and residential development.

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board/Commission? I know about the Vermillion Housing Authority only because of my position with the State. The large majority of the people who need assistance from the Authority probably already receive services, or are on the waiting list, but I think it would be beneficial to have a bit more marketing or public awareness about the programs, if there isn't any.

Laura E Jones  
Signature

4/6/14  
Date

Please return this form to: John Prescott, City Manager  
25 Center Street  
Vermillion, South Dakota 57069



## *Council Agenda Memo*

**From:** John Prescott, City Manager  
**Meeting:** April 21, 2014  
**Subject:** Polaris Development Program Reinvestment agreement  
**Presenter:** John Prescott

**Background:** It was announced on April 8, 2014 that Polaris will be investing over \$10 million in capital improvements at the Vermillion distribution center. A new conveyor system and automated material handling equipment will be installed during 2014 to enhance the facility's ability to support the company's global growth.

**Discussion:** GOED has approved an application for the state version of the Development Program reinvestment program. The state will provide a payment of up to \$117,080 for South Dakota sales and use tax paid by Polaris on the installation of eligible equipment. GOED is also providing \$14,000 in worker training funding. The project is anticipated to create 14 jobs over the next five years.

The proposed local agreement is very similar to the GOED program. Copies of the invoices on eligible equipment for the state program would be submitted to the VCDC. The VCDC would verify that the local sales and use tax has been paid to the vendor. The City would refund the payment of the local sales and use tax paid on the eligible equipment to the VCDC who would distribute the funds to Polaris. The agreement provides that the City will have 45 days from the end of each quarter to complete reimbursement. All equipment purchases must be completed by March 31, 2015 for reimbursement to be provided. The City's participation with the reinvestment program is based on the local sales and use tax collected and is capped at \$208,000.

**Financial Consideration:** The budget will need to be adjusted to reflect the distribution to the VCDC for repayment to Polaris.

**Conclusion/Recommendations:** Administration recommends adoption of the Development Reinvestment Program agreement with Polaris.

## DEVELOPMENT REINVESTMENT PAYMENT PROGRAM AGREEMENT

THIS DEVELOPMENT REINVESTMENT PAYMENT PROGRAM AGREEMENT made and entered into as of the \_\_\_\_ day of April, 2014, by and between Polaris Industries, Inc. (Polaris), the Vermillion Area Chamber of Commerce and Development Company, Inc (VCDC), and the City of Vermillion, South Dakota (City).

### WITNESSETH

WHEREAS, Polaris is planning on installing a new conveyor system and related equipment at the Vermillion Distribution Center at an estimated cost of \$10,400,000; and

WHEREAS, the South Dakota Governors Office of Economic Development (GOED) has recognized this investment to be beneficial to the continued economic development of the state and will provide grant funds directly from the GOED to Polaris; and

WHEREAS, the VCDC and the City recognize the economic development benefits from a Polaris investment in a new conveyor system and related equipment; and

WHEREAS, the City and Polaris desire to enter into this Agreement, and as set forth herein, Polaris will agree to purchase and install a new conveyor system in the Vermillion Distribution Center and the City will agree to reimburse Polaris for local sales/use tax paid on such processing equipment purchases, in installments, based upon the actual cost of the processing equipment, and terms and conditions as set forth herein; and,

WHEREAS, reimbursement to Polaris of local sales/use tax serves the public purpose of enabling Polaris to increase its processing abilities, thereby increasing employment and economic development in the City; and,

WHEREAS, the City is authorized to enter into this Agreement with VCDC and Polaris pursuant to the provision of SDCL Chapter 9-54 and 9-12-11.

NOW, THEREFORE, in consideration for the forgoing and the mutual covenants hereinafter set forth, the City, VCDC and Polaris do hereby covenant and agree upon the following terms and conditions:

1. Polaris hereby agrees to contract for the new processing equipment to be delivered and installed at the Vermillion Distribution Center. Such processing equipment will be subject to South Dakota State and Vermillion local sales/use tax.
2. The City agrees to quarterly reimburse to Polaris 100% of the local sales/use tax paid on qualifying equipment purchases. The reimbursement applies to qualifying equipment purchases made between the date of this agreement and March 31, 2015. In no case shall the total local sales/use tax reimbursement exceed \$208,000. Such reimbursement by the City to Polaris will be made within forty five (45) days after the end of each quarter.

3. Qualifying equipment purchases means the costs actually paid by Polaris to replace, upgrade and expand the conveyor system and related equipment in the Vermillion Distribution Center. Copies of the qualifying equipment purchase contracts are to be provided to the VCDC upon request. The information provided by Polaris to the VCDC is private, proprietary and confidential, and in no manner shall it become a public record of the City.
4. City sales tax means the two (2) percent local sales/use taxes imposed by the City on the effective date of this Agreement and paid by Polaris on the contracts for qualifying equipment purchases. It should be noted that the State of South Dakota also imposes sales/use tax on qualifying sales or uses within the state as well as contractors excise tax that is outside of this agreement.
5. Quarters shall end on March 31, June 30, September 30 and December 31.
6. The reimbursement process shall be as follows, and all parties shall use their best efforts to see that the reimbursement payments are made to Polaris in accordance with the time frames set forth herein:
  - a) Polaris shall use its best efforts to cause VCDC to be provided qualifying equipment purchase invoices along with proof of payment that show the applicable state and local sales/use tax was paid. The information provided by Polaris to the VCDC is private, proprietary and confidential, and in no manner shall it become a public record of the City.
  - b) VCDC upon verification that the applicable local sales/use tax was paid on such invoices then will request payment of the sales/use tax reimbursement from the City on behalf of Polaris.
  - c) Should it be found that the local sales/use tax was not paid to the SD Department of Revenue by a Polaris subcontractor on qualifying equipment the local sales/use tax will not be reimbursed until documented that such local sales/use tax was collected by the SD Department of Revenue.
  - d) The City will provide for said payment to VCDC to be used solely to reimburse Polaris.
  - e) VCDC agrees to distribute the amounts it receives from the City as provided in this agreement to Polaris.
7. It shall be a mutual obligation of the City, VCDC and Polaris to identify, track and document that State and Local sales/use taxes are paid on the qualifying equipment purchases.
8. The City will make the payments set forth in this Agreement and such payment will be budgeted and appropriated for the purposes set forth herein during the City's then current fiscal year. The City's obligations hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or

requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or monies of the City.

9. Any legal actions related to or arising out of this Agreement must be instituted in the Circuit Court of Clay County, South Dakota.
10. The laws of the State of South Dakota shall govern the interpretation and enforcement of this agreement, without giving effect to the choice of law rules thereof.
11. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, abnormal weather conditions, the inaction of any state or federal governmental agency in approving any state or federal mandated plans or requests for approval submitted by the parties hereto, shortage of materials necessary to completion of the project, utility service or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter referred to as "Force Majeure"), such party shall be excused for the period of time equivalent to the delays caused by such event of Force Majeure. Notwithstanding the foregoing any extension of time for an event of Force Majeure shall be conditioned upon the party seeking an extension of time delivered written notice of such an event of Force Majeure to the other parties within ten (10) days of the event of Force Majeure.
12. Financial Solvency. Polaris represents and warrants that it is financially solvent and knows of no facts which would materially and adversely affect its financial condition such that it will be unable to carry out the terms and conditions of this agreement or the completion of the project.
13. Notices. Notices and demands required, or permitted, to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, or personal delivery and shall be deemed to have been given upon the date the same is delivered or three (3) days following deposit in the United States Mail if sent by certified mail to the address shown below, and addressed to:

Polaris:  
Polaris Industries, Inc  
1997 Polaris Parkway  
Vermillion, SD 57069

City:  
City Manager  
City of Vermillion  
25 Center Street  
Vermillion, SD 57069

VCDC:  
Executive Director  
Vermillion Area Chamber of Commerce and Development Company  
116 Market Street  
Vermillion, SD 57069

14. Amendments and Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties hereto.

15. Successors and Assigns. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

POLARIS INDUSTRIES, INC

By: \_\_\_\_\_ Its: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

THE CITY OF VERMILLION, SOUTH DAKOTA

By: \_\_\_\_\_ Its: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_ Its: \_\_\_\_\_

VERMILLION AREA CHAMBER OF COMMERCE AND DEVELOPMENT COMPANY,  
INC

By: \_\_\_\_\_ Its: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## *Council Agenda Memo*

**From:** Jose Dominguez, City Engineer

**Meeting:** April 21, 2014

**Subject:** Professional Services Agreement with Helms & Associates for the Airport Layout Plan

**Presenter:** Jose Dominguez

**Background:** The existing capital improvement plan and 2014 budget for the airport established that a new airport layout plan would be completed this year. This document was last updated in 2004 to show the proposed runway extension completed in 2009. The proposed plan will be completed within two years of the agreement being signed, in other words, by 2016.

**Discussion:** The agreement with Helms & Associates is for the completion of the Airport Layout Plan and the General Aviation Mini-Master Plan (ALP). These documents are essentially the land-use plan for the airport since everything that would possibly be built at the airport is shown. Once the plan is filled with the FAA, and approved, construction of anything not depicted on the plan is not allowed in the typical project construction process. Furthermore, if any construction were to happen it would need to meet the criteria of the ALP. Items could be built at the airport that are not shown on the ALP; however, these items would need prior approval from the FAA.

**Financial Consideration:** The cost to complete the agreement will be \$94,972.04. The City will pay for the entire project, with the State and the Federal Government reimbursing the City at a later time \$90,223.44, or 95% of the cost. The 2014 budget included funding for the Airport Layout Plan and the General Aviation Mini-Master Plan.

**Conclusion/Recommendations:** Administration recommends approval of the agreement with Helms and Associates for the completion of the Airport Layout Plan and the General Aviation Mini-Master Plan.

City

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR  
AIRPORT PROJECT NUMBER AIP 3-46-0056-10-2014**

This Agreement is entered into by and between the **CITY OF VERMILLION**, South Dakota, of 25 Center St., Vermillion, South Dakota 57069 referred to in this Agreement as the "SPONSOR," and Schmucker, Paul, Nohr & Associates, Inc., dba **HELMS & ASSOCIATES CORPORATION**, of PO Box 111, Aberdeen, SD 57402, referred to in this Agreement as the "ENGINEER."

**BACKGROUND:**

1. The SPONSOR intends to complete the following airport improvements at the **HAROLD DAVIDSON FIELD**, with state, local, and federal assistance:

**NEW AIRPORT LAYOUT PLAN (ALP)**

2. The SPONSOR wants a **New Airport Layout Plan and General Aviation Mini-Master Plan** prepared, together with other professional services described in this Agreement, to implement the above project.
3. The ENGINEER is in compliance with the South Dakota statutes relating to the registration of professional engineers and has indicated a willingness to provide the professional engineering services necessary for the project.

**THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF SERVICES**

- A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the **HAROLD DAVIDSON FIELD, Project Number AIP 3-46-0056-10-2014**, referred to in this Agreement as the "Project."
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached **Exhibit A**, entitled "Detailed Scope of Services." The anticipated level of effort is described and incorporated in this Agreement in the attached **Exhibit B**, entitled "Cost Breakdown."
- C. The ENGINEER'S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10) and current FAA Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10), the ENGINEER must submit, along with the preliminary plans and specifications: 1) the ENGINEER'S letter of explanation by detailing why the standards were altered, and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. **PERIOD OF PERFORMANCE**

This Agreement will begin upon date of last signature. The ENGINEER will complete the scope of work within twenty-four (24) months of this beginning date.

### 3. PAYMENT AND MAXIMUM LIMITING AMOUNT

Compensation under this Agreement will be broken into two separate and independent forms, as follows: 1. lump sum, and, 2. cost plus fixed fee. Following the description of the compensation method below, Tables A and B detail the items to be compensated on either a lump sum basis or a cost plus fixed fee basis.

The SPONSOR will reimburse the ENGINEER for all labor required to satisfactorily complete the work contemplated by this Agreement on either a cost plus a fixed fee or a lump sum basis. The fixed fee will be clearly specified. The ENGINEER will be reimbursed for all materials and equipment required to satisfactorily complete the work contemplated by this Agreement on the basis of cost. Allowable costs will be direct salary, material and equipment direct costs, payroll additive, and general overhead. The general overhead will include insurance costs as described in section 9 of this Agreement. Allowable direct and indirect costs must be based on the established and customary accounting practices of the ENGINEER.

The SPONSOR will reimburse only reasonable costs for travel, meal, and lodging expenses. Maximum travel, meal, and lodging costs are as established in the Federal Travel Regulations.

For provisional billing purposes, the ENGINEER will use actual costs for direct salary, and current available costs for material and equipment, payroll additive, and general overhead. The SPONSOR will pay that portion of the fixed fee in the proportion the actual work completed as documented on the monthly progress reports bears to the whole. The ENGINEER'S invoices will include the ENGINEER'S job cost/project number.

The final reimbursement will be based on the actual unit rates in accordance with 48 CFR Part 31 and the ENGINEER'S usual and normal practice as determined by audit after all authorized work is completed, subject to the limiting amount. No additional payment for premium time as it relates to hours worked beyond forty (40) hours per week will be considered unless accumulated in accordance with the ENGINEER'S usual and normal practice.

The ENGINEER will certify that the ENGINEER'S accounting system complies with standards stated in the attached ENGINEER Accounting Certification, incorporated in this Agreement as **Exhibit E**.

The ENGINEER will present the SPONSOR with a voucher for the ENGINEER'S services, material usage, and equipment usage after the work has been performed and the expenses incurred. Documentation of these charges will be to the satisfaction of the SPONSOR and SDDOT. If the final plans are not acceptable to the SPONSOR and the SPONSOR must finish the plans, the SPONSOR will bill or deduct the costs incurred by the SPONSOR for completing the plans. The SPONSOR must approve the vouchers prior to reimbursement being made by the SPONSOR. The maximum limiting amount will be specified in the scope of work. The stated limiting amount will be construed to be a maximum amount, and is not a guarantee by the SPONSOR that the ENGINEER will be entitled to sufficient work to justify such amount.

If, during the course of construction, errors or omissions are discovered on the plans which the ENGINEER has provided pursuant to this Agreement, the ENGINEER will make the necessary corrections and furnish same to the SPONSOR, within a time period specified by the SPONSOR, at no additional compensation.

The ENGINEER has submitted to SDDOT indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the ENGINEER'S current fiscal year. **The ENGINEER will request use of updated provisional percentage rates within four (4) months after the close of each fiscal year** in order to more accurately reflect the cost of work during subsequent years. Provisional rates will be based on the actual costs incurred during the ENGINEER'S fiscal year. In accordance with FAA 14 CFR 152.305, the ENGINEER will submit all Schedules of Indirect Costs submitted with a Certification of Indirect Costs document (see **EXHIBIT F**).

**A. LUMP SUM COMPENSATION**

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in **Exhibit B** and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

Table A indicates those work items covered as lump sum payment items and the total cost or compensation for each of those items. **Exhibit B** provides a detailed listing of the lump sum fees and justification for those fees.

<b>TABLE A: LUMP SUM</b>	
<b>Task Item</b>	<b>Total Cost/Compensation</b>
<b>Airport Layout Plan (ALP)</b>	<b>\$94,972.04</b>

**B. COST PLUS FIXED FEE COMPENSATION**

The SPONSOR will pay the ENGINEER for services on an actual cost plus fixed fee basis. The actual costs will consist of direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14. The fixed fee, based on the schedules in **Exhibit B**, must not vary from the maximum specified unless the overall scope of the Project changes. The SPONSOR will make monthly payments as the work progresses for those items specified in Table B.

Table B indicates those work items covered as a cost plus fixed fee payment items, the description of services, total estimated compensation for each of those items, and the fixed fee.

<b>TABLE B: COST PLUS FIXED FEE</b>		
<b>Task Item</b>	<b>Fixed Fee</b>	<b>Total Cost/Compensation</b>
		N/A
		N/A

C. The maximum limiting amount for this Agreement is **\$95,002.49**.

**4. EXTRA WORK**

The SPONSOR may, at any time by written order, make changes within the general scope of work under this Agreement. Any changes which materially increase or reduce the cost of or the time required for performance of services under this Agreement will be deemed a change in the scope of work for which adjustment will be made in the Agreement's maximum limiting fee and the fixed fee, or the time for performance, or both, and the Agreement will be modified in writing accordingly.

The SPONSOR will pay the ENGINEER for Extra Work separately and in addition to the consideration of the original Agreement. However, the ENGINEER will perform no Extra Work without

the SPONSOR'S prior written authorization. The SPONSOR will pay the ENGINEER for Extra Work on the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. No claims will be allowed unless written approval for Extra Work has been secured in advance from the SPONSOR.

## 5. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

## 6. TERMINATION

The SPONSOR may terminate this Agreement, in whole or in part, on ten (10) days' written notice. If the ENGINEER breaches any of the terms or conditions of this Agreement, the SPONSOR may terminate this Agreement with or without notice. The SPONSOR will pay the ENGINEER for acceptable work accomplished to the date of termination upon furnishing to the SPONSOR all work product produced to the time of termination.

If the SPONSOR terminates this Agreement without fault on the part of the ENGINEER, the ENGINEER will deliver to the SPONSOR all work product completed to the date of termination. This work product will become the property of the SPONSOR and the SPONSOR will pay ENGINEER for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs must be mutually satisfactory to the SPONSOR and to the ENGINEER. The SPONSOR will pay the ENGINEER a portion of the fixed fee, based on the ratio of the actual costs incurred to the estimated actual costs contained in the Agreement, plus actual costs. The actual costs will be determined by audit of these costs to the date of termination, subject to the maximum limiting fee.

If the SPONSOR terminates the ENGINEER'S services for fault on the part of the ENGINEER, the SPONSOR will be entitled to recover payments made to the ENGINEER for the work which is the cause of the at-fault termination. The SPONSOR will pay the ENGINEER only for work satisfactorily performed and delivered to the SPONSOR up to the date of termination. The SPONSOR may adjust any payments due to the ENGINEER at the time of termination to cover any additional costs to the SPONSOR due to the ENGINEER'S default. After audit of the ENGINEER'S actual costs to the date of termination and after the SPONSOR'S determination of the amount of work satisfactorily performed and the additional costs incurred by the SPONSOR due to the ENGINEER'S default, the SPONSOR will determine the amount to pay the ENGINEER. Upon termination, the SPONSOR may take over the work and may award another party an agreement to complete the work under this Agreement.

The SPONSOR reserves the right to suspend this Agreement at any time. The SPONSOR may initiate a suspension by written notice to the ENGINEER. The suspension will be effective as of the date established in the suspension notice. The SPONSOR will pay for the ENGINEER'S services to the date of suspension, in accordance with the above paragraphs.

The ENGINEER may terminate this Agreement with SPONSOR'S approval.

## 7. ASSIGNMENT

The ENGINEER will not assign, sublet, or transfer any interest in this Agreement without the SPONSOR'S written permission. The ENGINEER may not use subcontractors to perform any of the described services without the SPONSOR'S prior written consent. The ENGINEER will include provisions in the ENGINEER'S subcontracts requiring subcontractors to comply with the applicable provisions of this Agreement, to indemnify the SPONSOR, and to provide insurance coverage for benefit of the SPONSOR, in a manner consistent with this Agreement. The ENGINEER will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements.

## 8. REPORTING

The ENGINEER will report to the SPONSOR any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the ENGINEER, the SPONSOR, or the SPONSOR'S officers, agents, or employees to liability. The ENGINEER will report any such event to the SPONSOR immediately upon discovery.

The ENGINEER'S obligation under this section will only be to report the occurrence of any event to the SPONSOR and to make any other report provided for by the ENGINEER'S duties or applicable law. The ENGINEER'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SPONSOR under this section will not excuse or satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

## 9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

The ENGINEER will pay subcontractors or suppliers within thirty (30) days of receiving payment for work that is submitted for progress payment by the SPONSOR. If the ENGINEER withholds payment beyond this time period, the ENGINEER will submit written justification to the SPONSOR, upon request. If the SPONSOR determines a subcontractor or supplier has not received payment due without just cause, the SPONSOR may withhold future estimated payments or may direct the ENGINEER to make such payment to the subcontractor or supplier.

## 10. INSURANCE

Before the ENGINEER begins work under this Agreement, the ENGINEER will furnish the SPONSOR the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

### A. General Liability

The ENGINEER will maintain occurrence general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.

### B. Workers' Compensation

The ENGINEER will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

### C. Professional Liability Insurance or Miscellaneous Professional Liability

The ENGINEER will procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

### D. Business Automobile Liability Insurance

The ENGINEER will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

## 11. INDEPENDENT CONTRACTOR

While performing services under this Agreement, the ENGINEER is an independent contractor and not an officer, agent, or employee of the SPONSOR.

No employee of the ENGINEER engaged in the performance of services required under this Agreement will be considered an employee of the SPONSOR. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided under this Agreement by the ENGINEER will be the SPONSOR'S obligation or responsibility.

## 12. INDEMNIFICATION

The ENGINEER will indemnify the SPONSOR, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of the negligence, misconduct, error, or omission of the ENGINEER or any officer, agent, or employee of the ENGINEER performing services under this Agreement. This section does not require the ENGINEER to be responsible for or defend against claims or damages arising solely from acts or omissions of the SPONSOR, its officers, agents, or employees.

## 13. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, that holding will not invalidate or render unenforceable any other provision of this Agreement.

## 14. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

## 15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota.

## 16. AUDIT

The ENGINEER will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All Project charges will be subject to audit in accordance with the SPONSOR'S current procedures and 49CFR Part 18.

Upon reasonable notice, the ENGINEER will allow the SPONSOR, the FAA, and the Comptroller General of the United States, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The ENGINEER will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

## 17. COMPLIANCE

The ENGINEER will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. The ENGINEER will procure all licenses, permits, and other rights necessary for fulfillment of ENGINEER'S obligations under this Agreement.

## 18. NOTICE

Any notice or other communication required under this Agreement will be in writing and sent to the respective address set forth above. Notices will be given by and to Jack Powell, Mayor on behalf of the SPONSOR, and by and to Bob J. Babcock, P.E. on behalf of the ENGINEER, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

## 19. CERTIFICATION REGARDING LOBBYING

The ENGINEER certifies, to the best of the ENGINEER'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the ENGINEER will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The ENGINEER will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

## 20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The ENGINEER certifies, by signing this Agreement, that neither the ENGINEER nor the ENGINEER'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

## 21. CIVIL RIGHTS (49 CFR Part 21)

The ENGINEER will be bound by **Exhibit C**, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI ASSURANCE." The ENGINEER will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

## 22. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520

The ENGINEER will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the ENGINEER or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the ENGINEER or any transferee for the longer of the following periods: (a) the period during which the property issued by the SPONSOR or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar

services or benefits; or (b) the period during which the SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

23. CLEAN AIR ACT (49 CFR Part 18)

The ENGINEER stipulates that any facility to be utilized in the performance of this Agreement, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the SPONSOR will be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office of Federal Activities, EPTA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

24. RIGHTS TO INVENTIONS (49CFR Part 18)

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the SPONSOR of the federal grant under which this Agreement is executed. The SPONSOR will provide information regarding these rights, if requested.

25. DBE REQUIREMENTS (49 CFR Part 26)

It is the policy of the South Dakota Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

**DBE Obligation.** The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER will not discriminate on the basis of race, color, national origin, or sex in the award and performance of South Dakota Department of Transportation assisted contracts.

26. TRADE RESTRICTION (49 CFR Part 30)

The ENGINEER or its subcontractor, by submission of an offer and execution of an agreement, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the Secretary of the South Dakota Department of Transportation waives the restrictions of this clause are in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, the Federal Aviation Administration may direct through the SPONSOR, cancellation of the contract at no cost to the SPONSOR or FAA.

Further, the ENGINEER will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER must provide immediate written notice to the SPONSOR if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The ENGINEER'S subcontractor must provide written notice to the ENGINEER if at any time it learns that the ENGINEER'S subcontractor's certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or the ENGINEER'S subcontractor knowingly rendered an erroneous certification, the FAA may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

27. CERTIFICATION OF ENGINEER

The ENGINEER warrants that the ENGINEER is in compliance with the Certification of Engineer attached to as **Exhibit D** and made a part of this Agreement.

The parties signify their agreement by signatures affixed below.

Schmucker, Paul, Nohr & Associates, Inc.,  
dba **Helms & Associates Corporation**

**City of Vermillion, South Dakota**

By:   
Bob J. Babcock, P.E.  
Its: Principal

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: 4-9-19

Date: \_\_\_\_\_

Attest:  
By:   
Terry D. Helms, P.E.  
Its: President

Attest: \_\_\_\_\_  
\_\_\_\_\_  
City Auditor/Clerk/Finance Officer

(Corporate Seal)

(City Seal)

**DETAILED SCOPE OF SERVICES**

A. Design and Preparation of Plans and Specifications

THIS PARAGRAPH DELETED INTENTIONALLY.

B. Bidding and Negotiation Services

THIS PARAGRAPH DELETED INTENTIONALLY.

C. Construction Administration Services

THIS PARAGRAPH DELETED INTENTIONALLY.

D. Resident Engineering, Inspection, and Staking Services

THIS PARAGRAPH DELETED INTENTIONALLY.

E. Special Conditions

The Engineer shall complete an Airport Layout Plan (ALP) for the Airport. This ALP shall be submitted for review and approval by the appropriate representatives of the Federal Aviation Administration (FAA).

COST BREAKDOWN  
FOLLOWS

**Exhibit B**

**ATTACHMENT "B"**

SUMMARY OF ENGINEERING COST  
A.I.P. PROJECT NO. 3-46-0056-10-2014  
HAROLD DAVIDSON FIELD, VERMILLION, SOUTH DAKOTA

**SECTION 1**

A. Airport Layout Plan (ALP) \$ 94,972.04

**TOTAL PROJECT ENGINEERING SERVICES** **\$ 94,972.04**



**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
STANDARD TITLE VI ASSURANCE  
SEPTEMBER 1, 1997**

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, disability, age, disability, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and,
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or FAA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CERTIFICATION OF ENGINEER**

I hereby certify that I am the Principal and duly authorized representative of the firm of Helms & Associates Corporation, whose address is PO Box 111, Aberdeen, SD 57402, and that neither I nor the above firm I represent has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this Agreement;
2. Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out this Agreement; except as expressly stated herein (if any):

I acknowledge that this certification is to be furnished to the State of South Dakota, Department of Transportation, the Federal Aviation Administration, and United States (U.S.) Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and federal laws, (both criminal and civil).

Firm: Helms & Associates Corporation

Signature: 

Name of Corporate Official: Bob J. Babcock

Title: Principal

Date of Execution: 4-9-14

**CONSULTANT ACCOUNTING CERTIFICATION**

Firm Name: Helms & Associates Corporation

I, the undersigned, certify that I will review the proposals to establish final indirect cost rates for the fiscal periods during which work will be performed as authorized by Work Orders issued under this Agreement and to the best of my knowledge and belief:

1. The accounting system is capable of segregating and allocating reasonable and allowable costs, in accordance with 48 CFR 31.2;
2. All costs included in the proposals to establish final indirect cost rates for the period of this Agreement will be allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31;
3. The proposals will not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR 31, such as: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and good will; and
4. All indirect costs included in the proposals will be properly allocable to contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare that the foregoing is true and correct.

Signature: 

Name of Corporate Official: Bob J. Babcock

Title: Principal

Date of Execution: 4-9-14

**CONSULTANT INDIRECT COST RATE CERTIFICATION**

Firm Name: Helms & Associates Corporation

Indirect Cost Rate Proposal: Fiscal Year Ended December 31, 2013

Date of Proposal Preparation: April 9, 2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013 to 12/31/2013

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature: 

Name of Corporate Official (Print): Bob J. Babcock

Title: Principal

Date of Certification (mm/dd/yyyy): 4-9-14

## *Council Agenda Memo*

**From:** Jose Dominguez, City Engineer

**Meeting:** April 21, 2014

**Subject:** Consultant Selection for the 2016 Traffic Signal Update along East Main Street

**Presenter:** Jose Dominguez

**Background:** The traffic signals located along Main Street vary in age from 8-years old to 36-years old. The signal at the Main Street and University Street intersection is the oldest. Due to the age of some of the signals, work will have to be performed to them to bring them up to current standards and also to minimize traffic issues generated by the outdated signals.

At the January 21, 2013 meeting the City Council approved a resolution which placed the project in the STP fund program with the SDDOT. This allows a portion of the STP fund to be utilized for the project, while the other portion used to pay for the project would be City 2<sup>nd</sup> Penny Funds.

**Discussion:** In order to keep the project on schedule, the DOT requested that the City choose a consultant for the project. Staff sent a request for proposals (RFP) to four engineering firms from the area that had already been prequalified by the DOT for DOT type work. The RFP required that the consultants send a memo style proposal to the City and that the consultant would be chosen based on a Qualification Based Selection (QBS) process. This selection process does not take into consideration any cost factors and only looks at qualifications, scheduling, past experiences, etc. This method was used due to the fact that once the City chooses the consultant, the DOT will request a project cost from the consultant. This would be the cost used when creating the contract.

From the RFP's sent, the City received three proposals. The proposals were rated on creativity, proposed project team and experience. The proposals were ranked on a scale of one through three. The proposals were reviewed by four staff members.

**Financial Consideration:** At this point there is no cost associated with the project. The project will be budgeted for during the 2016 construction season.

8. New Business; item h

**Conclusion/Recommendations:** Administration recommends that the City Council select Banner Associates, Inc. Staff will contact the DOT with the City Council's decision.

## *Council Agenda Memo*

**From:** Jose Dominguez, City Engineer  
**Meeting:** April 21, 2014  
**Subject:** Resolution for Dedication of a Portion of Roosevelt Street  
**Presenter:** Jose Dominguez

**Background:** Currently Roosevelt Street intersects with N. Norbeck Street at an offset. Offset intersections are not desirable since they increase the probability of accidents (vehicular and pedestrian) and also decrease the efficiency of the transportation system. The offset has not been an issue in the past since the intersection was not completed. However, now that all of the legs of the intersection will be constructed with the N. Norbeck Street project, the time to correct the alignment is here.

**Discussion:** Staff approached the property owner on the east side of the North Norbeck Street south of Roosevelt Street to see if they would be willing to dedicate the 66-feet of right-of-way required to eliminate the offset at the intersection. Through conversations with the land owner, staff was able to acquire the signed document necessary for the right-of-way dedication.

However, the State requires that all such transactions have a dedication from the owner and an acceptance of the dedication from the City. The resolution at hand would be the acceptance of the dedication of the right-of-way.

**Financial Consideration:** The cost associated will be the \$30 filing fee.

**Conclusion/Recommendations:** Administration recommends that the City Council accept the dedication of this portion of Roosevelt Street to eliminate another offset intersection within the City.

**RESOLUTION FOR DEDICATION OF A PORTION OF ROOSEVELT STREET**

**WHEREAS**, the City will be constructing North Norbeck Street from Roosevelt Street to East Clark Street; and

**WHEREAS**, the current intersection of North Norbeck Street and Roosevelt Street is considered an offset intersection due to the fact that Roosevelt Street does not line up from one side of North Norbeck Street to the other side of North Norbeck Street; and

**WHEREAS**, offset intersections reduce pedestrian and vehicular traffic safety as well as the efficiency of the transportation system; and

**WHEREAS**, the property owner of the East 16-rods of NW ¼ SE ¼ and the West 58-rods of the NE ¼ SE ¼ excluding the North 219-feet and excluding Washington Square Addition and excluding Lot 13, Block 1, Meisenholder Addition and excluding Madison Park Addition, 18-92-51 has dedicated a portion of land to the public for the public use to remove the offset intersection; and

**WHEREAS**, in order for the dedication of the land the City has to accept the dedication of the land dedicated by the owner.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of Vermillion, South Dakota, accepts the street dedication of the land described as:

The West 90-feet of the North 66-feet directly south of the right-of-way south of Lot 2, Block 1, Washington Square Addition of the East 16-rods of NW ¼ SE ¼ and the West 58-rods of the NE ¼ SE ¼ excluding the North 219-feet and excluding Washington Square Addition and excluding Lot 13, Block 1, Meisenholder Addition and excluding Madison Park Addition, 18-92-51.

and that the land is being dedicated to the public for public use.

Dated at Vermillion, South Dakota this 21<sup>st</sup> day of April, 2014.

THE GOVERNING BODY OF THE CITY  
OF VERMILLION, SOUTH DAKOTA

By \_\_\_\_\_  
John E. (Jack) Powell, Mayor

ATTEST:

By \_\_\_\_\_  
Michael D. Carlson, Finance Officer

## *Council Agenda Memo*

**From:** Jason Anderson, Asst. City Engineer

**Meeting:** April 21, 2014

**Subject:** Declaration of surplus Light & Power Department Vacuum Excavator

**Presenter:** Jason Anderson

**Background:** The Light & Power Department's 2003 Ringomatic 550SJV50D vacuum excavator is ready to be declared surplus and appraised by the Surplus Property Appraisal Committee. It was scheduled for replacement in the 2014 Equipment Replacement Fund and the new unit has been received and put into service.

**Discussion:** Staff would like the City Council to declare the vacuum excavator surplus and have the appraisal committee meet to appraise the item. Staff recommends appraising the vacuum excavator at \$16,500. The equipment will be advertised and sold on sealed bids with a proposed bid opening date of May 14, 2014 to be established thru the adoption of the Consensus Agenda later this evening.

**Financial Consideration:** The revenue from the sale of the surplus equipment will go to the Equipment Replacement Fund.

**Conclusion/Recommendations:** Administration recommends declaring the used 2003 Ringomatic 550SJV50D surplus and moving forward with appraisal by the Surplus Property Appraisal Committee.

## *Council Agenda Memo*

**From:** Mike Carlson, Finance Officer  
**Meeting** April 21, 2014  
**Subject:** Declaration of Surplus and Abandoned Property for Auction  
**Presenter:** Mike Carlson

**Background:** When a vehicle is placed in the impound lot, a notice is sent to the registered owner that the vehicle can be claimed by paying the fine, towing fee and impound fee. If the property is not claimed within 60 days, ownership of the vehicle reverts to the City.

The bicycles that have been abandoned in different public places around the city are kept in the Police Department basement for the owners to claim. The abandoned property from the Police Department is typically lost-and-found property, or evidence that was not claimed. If the owner is known, attempts are made to notify the individual that they can pick up their property. The items on the list either have unknown owners or the known owner has been notified and failed to respond to claim the property. The other surplus properties are made up of items that are no longer needed by a City department.

The state statutes that apply to surplus property are as follows:

6-13-1. Determination of surplus property. The governing board of a political subdivision may sell, trade, destroy, or otherwise dispose of any land, structures, equipment, or other property which the governing board has, by appropriate motion, determined is no longer necessary, useful, or suitable for the purpose for which it was acquired. No motion is required to sell, trade, destroy, or otherwise dispose of consumable supplies, printed text, or subscriptions.

6-13-6. Sale by auction--Notice by publication. In lieu of sealed bids, the governing board of a political subdivision may sell surplus property at auction. Such governing board shall advertise such auction by publication pursuant to §6-13-4. Surplus property may be sold to the highest bidder at such auction.

**Discussion:** The City normally has an auction in the spring to empty the impound lot of abandoned vehicles accumulated since the previous fall auction, sell the bicycles accumulated by the Police Department that are stored in the basement of the Public Safety Center, and to sell any surplus property of the different City departments. Each

department has listed surplus property for which a City use no longer exists. Hazen Bye has agreed to conduct the auction on May 16, 2014.

**Financial Consideration:** The proceeds from the auction are not a significant source of revenue, but a legal way to dispose of abandoned and surplus property. The proceeds will pay the tow fees on the impounded cars, advertising fees and the auctioneer fees. The balance of proceeds goes into either the general fund or equipment replacement fund for the surplus City vehicles sold.

**Conclusion/Recommendations:** Administration recommends the City Council declare the attached property list surplus for disposal at public auction.

Date: April 16, 2014

To: Mayor and City Council

From: Mike Carlson, Finance Officer

Subject: Surplus and Abandoned Property to be sold at Auction

The following list of surplus and abandoned property will need to be declared surplus and authorize the sale thereof at public auction on May 16, 2014:

Surplus City Vehicles:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Miles</u>
1995	Ford	F250HD 4WD	1FTHF26H5SLB85500	83,513 miles
2000	Ford	F150 2WD	1FTHF26H5SLB85500	98,688 miles
1993	Ford	E-350 Van	1FDJS34M0NHB56122	93,462 miles

Abandon Vehicles:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
2000	Cadillac	Catera	W06VR54R1YR043837	19MK53
1990	Dodge	Dynasty	1B3XC46R1LD905512	7DH160
2001	Dodge	Stratus	1B3EJ46X11N585885	17EF35
1990	Buick	Electra Ultra	1G4CU54C561620565	35G367
1993	Buick	Park Avenue	1G4CW53L5P1612743	19GS16
2007	Honda	Accord	1HGCM55457A171536	19FF73

Approximately 25 Abandon Bicycles

Abandon Unclaimed Property from Police Department:

Dave's Sport Shop duffle bag, CD case & CDs, Target carry bag, USB Eco button, Microsoft AC adapter, Gold colored tray, flashlight, iPod shuffle & ear buds, ES backpack, sunglasses, Toughbilt tool bag – 16 inch mouth, 1 construction pouch, 1 – 3 pack cliptech hubs, 1 – 2 in 1 modular hammer loops, Black Sentry safe, Sentry safe, wrench, iPod nano, TENMA volt meter, Swiss-Tech Body Gard, 2 pair scissors, 2 pressure gauges, Griffin ITrip, Craftsman multi-tool in pouch, women's wallet, portable speakers, Motorola headset, Stanley FatMax drill and battery, Burton backpack, Nike Oregon Ducks shorts, Nike dri-fit pants, iPod charger w/case, Texas Instruments TI30XIIS calculator, stone angel statue, watch & key ring, Foster Grant Aviator sunglasses, cowboy hat, iPad, refrigerant leak detector TIFZX, red bag, Dr. Dre headphones, black New Era New York Yankees cap, Last Exit Scooter

Surplus City Property:

Police Department: 3 soft side cases, scanner, 2 monitors, keyboard, mouse, 4 car jacks, 2-4 drawer file cabinets, desk, chair, TV cart, 27" TV

Electric Department: 3 computers

Library: children's activity box, wooden rocking chair, small club chair, 5 black upholstered desk chairs, children's book spinner, computer, keyboard, monitor, 3 metal card tables, FAX, printer, 37 plastic chairs, white album bin, double-sided paperback/DVD rack, 2 electric wall clocks

Water Department: computer, 8 - 55 gallon plastic barrels

Wastewater: refrigerator, transfer switch, 3 monitors, 2 computers, 2 plastic tanks on skids

Shop: air bumper jack

## *Council Agenda Memo*

**From:** Jose Dominguez, City Engineer

**Meeting:** April 21, 2014

**Subject:** Landfill Cell 5 Construction

**Presenter:** Jose Dominguez

**Background:** In 2011 the City Council filed a grant/loan application with the State to see if funding would be available for construction of a leachate pond, leachate collection system and construction of Cell No. 5. The City was ultimately awarded a grant/loan package. The construction of the leachate pond and collection system is almost complete. These two items will collect the leachate generated by the new cells at the landfill.

Bids were opened April 3, 2014 for construction of landfill Cell 5. The City sent bid documents to more than fifteen contractors. From those sent out, the City only received four bids. The low bid was from Lessard Contracting, Inc. for the amount of \$1,292,472. The high bid was for \$1,734,746. The bids included the base bid (which was the construction of Cell 5 to its maximum depth and two bid alternates. One alternate was for a shallower Cell 5 and the second alternate was for the cell to its maximum depth but without the sand drainage layer extended to the top of the grading limits.

**Discussion:** Bidding is required by State law when the cost of the project is estimated to exceed \$50,000. This project was estimated to cost \$1,207,210. The City's consultant is recommending that the City select the bid from the low bidder. Staff further recommends that the Council choose the base bid without any of the alternates. This is due to the fact that the alternates will not save the City costs in the long term. For example, the end result of alternate one is to have a shallower cell. This would mean that the cell would be filled quicker and not last as long. On the other hand, alternate two would still have a deep cell, but extending the sand drainage layer to the top would cost more than it would take to do it now.

**Financial Consideration:** The City has already budgeted for this project to occur this year. The financing package consisted of a SRF loan for \$1,639,000, a grant for \$522,210 and Joint Powers reserve of \$200,000 for a total of \$2,361,200.

9. Bid Openings; item a

The contract for the leachate pond was \$887,200, engineering for the leachate pond was \$131,800 and engineering for cell 5 was \$135,000 leaving \$1,207,210 for cell 5 construction. Considering that the recommendation is to accept the low bidder's base bid of \$1,292,472, the amount that will be reimbursed to the City will be \$1,007,210. The difference of \$285,262 will be paid by the Joint Powers Landfill Reserves. Joint Powers had originally projected to contribute \$200,000 to the project.

As the leachate pond project is not completed yet, the total of the contract was used for this budget projection. There are a number of quantities in the leachate project that were under the bid estimated amounts and some items such as seeding that with cell 5 construction starting may not be done. These items could reduce the leachate contract by around \$45,000. Any savings from the leachate pond project will be applied to the construction of cell 5.

**Conclusion/Recommendations:** Administration recommends awarding the project to Lessard Contracting, Inc. for the amount of \$1,292,472.



March 16, 2014

Mr. José Domínguez, P.E.  
City Engineer  
City of Vermillion  
25 Center Street  
Vermillion, SD 57069

**RE: City of Vermillion Landfill – Cell 5 Construction  
Bid Review and Evaluation**

Dear Mr. Domínguez:

At the City of Vermillions's (City) request, HDR Engineering, Inc. (HDR) has completed a technical review and evaluation of the Bid Forms and supplemental information furnished to HDR on April 9, 2014 and April 14, 2014. We have focused our evaluation on the apparent low bidder. There were four bids received for the Cell 5 Construction Project. The total base bids (Items 1 through 21) were \$1,292,472, \$1,363,026.20, \$1,384,634.65 and \$1,734,746, as shown on the attached bid tabulation. The lowest base bid was from Lessard Contracting, Inc. (Lessard) and the second low base bid was from JB Holland Construction, Inc. The closeness of bids suggests they are competitive.

All bidders identified the receipt of two addenda. HDR did not review the Bid Bonds. We assume the City has reviewed the Bid Bonds and are satisfied with this portion of each Bid. There were no irregularities identified in Lessard's bid during the bid evaluation. However, there was a mathematical error in the high bid as indicated in the bid tabulation and two of the four bidders, JB Holland Construction, Inc. and K&L Construction, did not complete the DBE/MBE and WBE required forms.

Section 21 of the Instructions to Bidders, states "failure to include solicitation of DBE/MBE and WBE with bid shall result in bid not being accepted", thus JB Holland Construction, Inc. and K&L Construction could be considered non-responsive. Additionally, Section 17.1 of the Instructions to Bidders also states that the "Owner also reserves the right to waive all informalities not involving price, time and changes in the work and to negotiate the Contract terms with the Successful Bidder" and the Invitation to Bid states "The City of Vermillion reserves the right to waive irregularities and to reject bids."

HDR subsequently contacted the apparent low bidder, Lessard, for additional information including proposed project manager and superintendent, reference projects, list of subcontractors, similar projects in nature and magnitude, and current workload. HDR was able to make contact with three of Lessard's references prior to completing our evaluation. Information from the references was mixed for Lessard in performing this type of work, with two giving favorable reviews and one less favorable. All references indicated issues with Lessard's



subcontractors and more specifically the earthwork portion. The least favorable reference also indicated that heavy oversight was needed for key components of the work.

From a technical perspective HDR considers Lessard Contracting, Inc. to be the lowest, responsive, responsible bidder for all the work included in the project. It should be noted that any award the City makes should be made contingent on DENR approval of bids.

Please contact me if you require additional clarification on this letter.

Sincerely,

A handwritten signature in blue ink that reads "Doug DeCesare".

Doug DeCesare, P.E.  
Project Manager

Enclosure: Bid Tabulation

Cc: Bob Iverson (City of Vermillion)

CITY OF VERMILLION  
CELL 5 CONSTRUCTION  
Bid Opening 4/3/14 @ 2:00pm  
Vermillion City Hall

Contractor: Lessard Contracting, Inc. P. O. Box 705 Sgt. Bluff, IA 51054	Contractor: JB Holland Construction, Inc. 2092 State Highway 9 Decorah, IA 52101	Contractor: K & L Construction 502 S Ridge Rd. Sergeant Bluff, IA 51055	Contractor: JJ Westhoff Construction 701 Calvert Lincoln, NE 68503
Addendum 1 Received x	Addendum 1 Received x	Addendum 1 Received x	Addendum 1 Received x
Addendum 2 Received x	Addendum 2 Received x	Addendum 2 Received x	Addendum 2 Received x
Cert. Check	Cert. Check	Cert. Check	Cert. Check
Bid Bond x	Bid Bond x	Bid Bond x	Bid Bond x
DBE-6 Form x - no DBE selected	DBE-6 Form	DBE-6 Form	DBE-6 Form x - no DBE selected
EPA Form 6100-3	EPA Form 6100-3	EPA Form 6100-3	EPA Form 6100-3
EPA Form 6100-4	EPA Form 6100-4	EPA Form 6100-4	EPA Form 6100-4
Debar-2 x	Debar-2	Debar-2	Debar-2 x

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Bonds, Mob and Insurance	LS	1	\$ 214,698.00	\$ 214,698.00	\$ 41,150.00	\$ 41,150.00	\$ 100,000.00	\$ 100,000.00	\$ 133,400.00	\$ 133,400.00
2	Misc. Site Work and Erosion Control	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 74,500.00	\$ 74,500.00	\$ 18,000.00	\$ 18,000.00	\$ 159,300.00	\$ 159,300.00
3	Surveying Control and Stakeout	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 12,300.00	\$ 12,300.00
4	Unclassified Excavation	CY	265,000	\$ 1.70	\$ 450,500.00	\$ 0.75	\$ 198,750.00	\$ 2.40	\$ 636,000.00	\$ 2.00	\$ 530,000.00
5	Structural Fill	CY	5,000	\$ 1.21	\$ 6,050.00	\$ 3.01	\$ 15,050.00	\$ 6.00	\$ 30,000.00	\$ 0.60	\$ 3,000.00
6	Stockpile Options #1 and #2	CY	77,000	\$ 0.11	\$ 8,470.00	\$ 1.90	\$ 146,300.00	\$ 0.15	\$ 11,550.00	\$ 1.20	\$ 92,400.00
7	Stockpile Option #3	CY	27,000	\$ 0.11	\$ 2,970.00	\$ 2.01	\$ 54,270.00	\$ 0.19	\$ 5,130.00	\$ 0.06	\$ 1,620.00
8	Stockpile Option #4	CY	69,000	\$ 0.08	\$ 5,520.00	\$ 1.51	\$ 104,190.00	\$ 0.10	\$ 6,900.00	\$ 0.02	\$ 1,380.00
9	Stockpile Option #5	CY	81,000	\$ 0.06	\$ 4,860.00	\$ 1.90	\$ 153,900.00	\$ 0.08	\$ 6,480.00	\$ 0.01	\$ 810.00
10	Subgrade Preparation	AC	6	\$ 1,260.00	\$ 7,812.00	\$ 5,000.00	\$ 31,000.00	\$ 1,000.00	\$ 6,200.00	\$ 1,080.00	\$ 6,696.00
11	Waste Removal and Relocation	CY	500	\$ 5.00	\$ 2,500.00	\$ 4.75	\$ 2,375.00	\$ 5.00	\$ 2,500.00	\$ 6.00	\$ 3,000.00
12	Compacted Clay Liner	SY	16,600	\$ 1.37	\$ 22,742.00	\$ 3.00	\$ 49,800.00	\$ 5.00	\$ 83,000.00	\$ 7.15	\$ 118,690.00
13	Manhole #5 Connection and Lateral	LS	1	\$ 27,500.00	\$ 27,500.00	\$ 20,875.00	\$ 20,875.00	\$ 7,500.00	\$ 7,500.00	\$ 38,500.00	\$ 38,500.00
14	24' Access Road	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 33,900.00	\$ 33,900.00	\$ 27,500.00	\$ 27,500.00	\$ 40,000.00	\$ 40,000.00
15	Sump Pump and HDPE Connection	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 48,700.00	\$ 48,700.00	\$ 81,762.00	\$ 81,762.00	\$ 81,500.00	\$ 81,500.00
16	Leachate Collection Piping and Stone	LS	1	\$ 95,650.00	\$ 95,650.00	\$ 65,400.00	\$ 65,400.00	\$ 131,198.85	\$ 131,198.85	\$ 109,000.00	\$ 109,000.00
17	Misc. Electrical	LS	1	\$ 44,500.00	\$ 44,500.00	\$ 53,000.00	\$ 53,000.00	\$ 56,328.80	\$ 56,328.80	\$ 63,800.00	\$ 63,800.00
18	Leachate Cleanout Relocation	EA	4	\$ 4,100.00	\$ 16,400.00	\$ 1,875.00	\$ 7,500.00	\$ 850.00	\$ 3,400.00	\$ 1,600.00	\$ 6,400.00
19	Sand Drainage Material	SY	30,000	\$ 4.91	\$ 147,300.00	\$ 6.75	\$ 202,500.00	\$ 3.65	\$ 109,500.00	\$ 9.69	\$ 290,700.00
20	Groundwater Seep trench	LF	1,000	\$ 32.00	\$ 32,000.00	\$ 23.00	\$ 23,000.00	\$ 31.06	\$ 31,060.00	\$ 25.00	\$ 25,000.00
21	Seeding	AC	15	\$ 2,600.00	\$ 39,000.00	\$ 1,891.08	\$ 28,366.20	\$ 1,375.00	\$ 20,625.00	\$ 1,150.00	\$ 17,250.00
TOTAL BID PRICE FOR ALL BASE BID ITEMS (Items 1Through 21):											
				BASE BID	1,292,472.00	BASE BID	1,363,026.20	BASE BID	\$ 1,384,634.65	BASE BID	\$ 1,734,746.00
Alt Item 1	Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1A	Shallower Excavation	CY	125,000	\$ 1.78	\$ 222,500.00	\$ 1.25	\$ 156,250.00	\$ 2.45	\$ 306,250.00	\$ 2.25	\$ 281,250.00
1B	Sand Drainage Layer - 10' on Slope	SY	21,000	\$ 4.91	\$ 103,110.00	\$ 6.75	\$ 141,750.00	\$ 3.50	\$ 73,500.00	\$ 9.21	\$ 193,410.00
1C	Place and Secure EC Matting	SY	9,000	\$ 2.75	\$ 24,750.00	\$ 4.60	\$ 41,400.00	\$ 2.20	\$ 19,800.00	\$ 2.88	\$ 25,920.00
Total Deduct When Replacing Items #4 and #19 with #1A and #1B; Includes Item #1C as an Adder					(247,440.00)		(61,850.00)		(345,950.00)		(320,120.00)
Alt. Bid with Items #1A, #1B, #1C				ALT BID	1,045,032.00	ALT BID	1,301,176.20	ALT BID	1,038,684.65	ALT BID	1,414,626.00
Alt Item 2	Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2A	Sand Drainage Layer - 10' on Slope	SY	16,000	\$ 5.01	\$ 80,160.00	\$ 6.75	\$ 108,000.00	\$ 3.60	\$ 57,600.00	\$ 9.21	\$ 147,360.00
2B	Place and Secure EC Matting	SY	14,000	\$ 2.75	\$ 38,500.00	\$ 4.60	\$ 64,400.00	\$ 2.25	\$ 31,500.00	\$ 2.88	\$ 40,320.00
Total Deduct When Replacing Item #19 with #2A Includes Item #2B as an Adder					(28,640.00)		(30,100.00)		(20,400.00)		(103,020.00)
Alt. Bid with Items #2A, #2B				ALT BID	1,263,832.00	ALT BID	1,332,926.20	ALT BID	1,364,234.65	ALT BID	1,631,726.00

Denotes error in contractor total on bid form. Correct amount depicted.

## *Council Agenda Memo*

**From:** Jason Anderson, Assistant City Engineer  
**Meeting:** April 21, 2014  
**Subject:** Wastewater Treatment Plant Process Boiler Improvements Project  
**Presenter:** Jason Anderson

**Background:** On April 15, 2014 bids were opened for the upcoming Wastewater Treatment Plant Process Boiler Improvements project. The boiler project is intended to improve the reliability of the sludge digestion process at our wastewater treatment plant. We currently operate with one dual fuel boiler that burns methane gas when it is available and propane when it is not available. The trouble with the dual fuel boiler is that it does not run optimally on either fuel and has recently become very unreliable. This project provides for the installation of a second boiler that will be set to operate on natural gas only, allowing the existing boiler to be set to run on methane only. The project should optimize the performance of the existing boiler, hopefully allowing staff to extend the boiler's life, as well as add system redundancy.

**Discussion:** Four acceptable bids were received, with the base price ranging from \$226,500 to \$284,810. A bid summary is included in your packet. Bid Alternate 1 provides for the replacement of deteriorated waste gas burner piping. Costs were estimated to be between \$15,000 and \$20,000 for the completion of Bid Alternate 1, and most bids were well under these figures. It is mutually agreed between City staff and Banner Associates staff that this piping should be replaced. The low combined (base plus alternate 1) bid was submitted by Hander, Inc. of Sioux Falls, for a total of \$232,197.

**Financial Consideration:** At budget time in 2013 City staff estimated the cost of this project at \$250,000, including engineering and the cost to have a MidAmerican natural gas line installed to the treatment plant. The natural gas line was installed in 2013 at a cost of \$48,590.

After the 2013 revised budget was developed, project design began in earnest and cost estimates for this project increased. The timeline was a little tight for design and construction by the end of 2013. It was the recommendation of Banner to hold off bidding until 2014 in an attempt to obtain better bid prices.

9. Bid Openings; item a

The bids received were very near the most recent construction estimate of \$220,000. If the low bid is awarded, the total cost of this project now totals \$312,287 (\$48,590 for natural gas, \$31,500 for engineering, and \$232,197 for construction). The 2014 budget will need to be revised to provide funding for this project. All funds would come from wastewater reserves.

**Conclusion/Recommendations:** The recommendation of Administration and Banner is to award the Wastewater Treatment Plant Process Boiler Improvements project to Hander, Inc. of Sioux Falls for the amount of \$232,197.

# BANNER

Engineering | Architecture | Surveying

Banner Associates, Inc. | 409 22nd Ave So | PO Box 298

Brookings, South Dakota 57006

Tel | 605.692.6342 Fax | 605.692.5714

Toll Free | 1.855.323.6342

www.bannerassociates.com

April 16, 2014

City of Vermillion  
25 Center Street  
Vermillion, SD 57069

Banner Job No. 21707.00.01

**ATTENTION:** Jason Anderson, Asst. City Engineer

**REGARDING:** Vermillion WWTF Process Boiler Improvements – Bid Results

Dear Jason:

Four (4) bids were received for the Vermillion WWTF Process Boiler Improvements project on April 15, 2014. The results of the Bid Opening and the Engineer's Estimate are summarized below. A certified Bid Tabulation detailing the Bids is also attached for your review.

Bidder	Base Bid	Bid Alternate No. 1	Combined Bid
Redlinger Bros. Plumbing and Heating	\$245,600.00	\$10,000.00	\$255,600.00
Hander, Inc.	\$226,970.00	\$5,227.00	\$232,197.00
Midwestern Mechanical Inc.	\$226,500.00	\$45,000.00	\$271,500.00
Marty Gilbertson	\$284,810.00	\$9,075.00	\$293,885.00
Engineer's Estimate	\$199,000.00 to \$210,000.00	\$10,000.00	\$209,000.00 to \$220,000.00

The apparent low Bid was the combined bid submitted by Hander, Inc. of Sioux Falls, SD. Hander's Bid was responsive and included the appropriate Bid Security, certifications and other information as required in the Bid Form. We have reviewed the Bid and supplemental information and found them to be complete and responsive.

We recommend the City Council award a contract to Hander, Inc. for the Combined Bid in the amount of the Base Bid of \$226,970.00 and the Bid Alternate No. 1 for an additional \$5,227.00 totaling \$232,197.00.

We will provide you a "Notice of Award" form and Agreement for execution pending the Council's decision.

If you have any questions, please feel free to contact us.

Mr. Jason Anderson  
April 16, 2014  
Page 2 of 2



Sincerely yours,

**BANNER ASSOCIATES, INC.**

A handwritten signature in blue ink that reads "Tanya L. Miller". The signature is written in a cursive style.

Tanya Miller, PE

Enclosure: Bid Tabulations

Cc: Paul Brunick, Wastewater Superintendent

# BID TABULATION

Bid Opening Time & Date: 2:00 pm, April 15th 2014

Project: Vermillion WWTF Process Boiler Improvements  
 Vermillion, South Dakota  
 BAI. No. 21707.00.01

Certified By: Tanya L Miller  
 Date: 04/16/14

# BANNER

Engineering | Architecture | Surveying

Banner Associates, Inc. | 409 22nd Ave So | PO Box 298  
 Brookings, South Dakota 57006  
 Tel | 605.692.6342 Fax | 605.692.5714  
 Toll Free | 1.855.323.6342  
 www.bannerassociates.com

Bid Opening Location: City of Vermillion  
 25 Center Street  
 Vermillion, SD 57069

Bidder Number	Bidder's Name and Address	Bid Security	Acknowledged Addendum No. 1	Base Bid (Includes Process Integration Fixed Priced Package)	Bid Alternate No. 1 (Waste Gas Burner Piping)
1	Redlinger Bros Plumbing & Heating PO Box 316 Watertown, SD 57201	10% Bid Bond	Yes	\$ 245,600.00	\$ 10,000.00
2	Hander, Inc 2407 W 5th Sreet Sioux Falls, SD 57104	10% Bid Bond	Yes	\$ 226,970.00	\$ 5,227.00
3	Midwestern Mechanical, Inc. 4105 N Lewis Avenue Sioux Falls, SD 57106	10% Bid Bond	Yes	\$ 226,500.00	\$ 45,000.00
4	Marty Gilbertson 2021 Old Bridge Road Vermillion, SD 57069	\$15,000 Cashier's Check	Yes	\$ 284,810.00	\$ 9,075.00

CITY OF VERMILLION  
 INVOICES PAYABLE-APRIL 21, 2014

1 AUSTIN ANDERSON	SAFETY GLASSES REIMBURSEMENT	150.00
2 BOUND TREE MEDICAL, LLC	SUPPLIES	1,648.83
3 BROADCASTER PRESS	ADVERTISING	4,585.11
4 BUREAU OF ADMINISTRATION	TELEPHONE	227.55
5 CAMPBELL SUPPLY	SUPPLIES	50.00
6 CANON FINANCIAL SERVICES	COPIER LEASE	196.27
7 CENTURYLINK	TELEPHONE	1,486.89
8 CHRIS NISSEN	SAFETY BOOTS REIMBURSEMENT	100.00
9 CLAY CO REGISTER OF DEED	FILING FEE	90.00
10 CLAY-UNION ELECTRIC CORP	ELECTRICITY	728.06
11 DEPT. ENVIRONMENT NATL RES	LANDFILL OPERATIONS FEE	2,504.72
12 DIVISION OF MOTOR VEHICLE	TITLE & PLATES	13.00
13 FIRST NATIONAL BANK	CITY HALL DEBT SERVICE	72,466.88
14 GREGG PETERS	MANAGERS FEE/1ST QTR PROFITS	18,527.06
15 LOREN FISCHER DISPOSAL	HAUL CARDBOARD	210.00
16 MATHESON TRI-GAS, INC	MEDICAL OXYGEN	53.38
17 MIDAMERICAN	GAS USAGE	10,496.55
18 MIDCONTINENT COMMUNICATION	CABLE/INTERNET SERVICE	118.68
19 PRECISION MECHANICAL	PUBLIC SAFETY CENTER HVAC	22,188.80
20 RESERVE ACCOUNT	POSTAGE FOR METER	950.00
21 RS HALSTEAD CORP	LEACHATE POND CONSTRUCTION	45,137.72
22 SANFORD HEALTH PLAN	PARTICIPATION FEE	69.00
23 SD CHAPTER IAAI	REGISTRATION	100.00
24 SD PUBLIC ASSURANCE ALLIANCE	PROPERTY COVERAGE	59,253.20
25 SD STATE UNIVERSITY	PROFESSIONAL SERVICES	52.50
26 STERN OIL CO.	FUEL	21,312.79
27 STURDEVANTS AUTO PARTS	PARTS	214.90
28 US POSTMASTER	POSTAGE FOR UTILITY BILLS	1,050.00
29 VERMILLION AREA COMMUNITY	ROUND UP PROGRAM	205.77
30 VERMILLION CHAMBER OF COMM	FIREWORKS/2ND QTR	53,500.00
31 VISA/FIRST BANK & TRUST	FUEL/SUPPLIES	755.44
32 WOW! BUSINESS	DIAL UP SERVICES	49.95
33 KAREN MUENSTER	BRIGHT ENERGY REBATE	325.00
	GRAND TOTAL	\$318,818.05

**City of Vermillion** (See reverse side of form for state laws regarding raffles and lotteries)  
**RAFFLE AND LOTTERY NOTIFICATION FORM**

Date: 4/15/14

1. Name of organization/group Civil Service Advisory Council  
Contact person: Name: Debi Pearson (Deborah.Pearson@usd.edu)
2. Date(s) that tickets/chances will be sold: from 5/15/14 to 5/15/14  
Cost of tickets/chances: \$1/1 ticket or \$5/6 tickets - chances will depend on the number of chances sold
3. Date(s) of drawing(s): 5/15/14
4. Can anyone purchase tickets? Open to all USD CSA Employees
5. Will the prize winner(s) be selected at random? Yes X No
6. Description and approximate value of top prize: 50% of ticket sales

In the space below, please provide a brief, general summary of the event. Be sure to include information such as the location and reason for the event.

The Civil Service Advisory Council serves as a channel of communication between the Civil Service Employees and the officials of the USD administration in areas of employment, benefits, staff development and by addressing other issues and concerns. The CSAC helps provide continuing educational opportunities to CS employees with the ever changing atmosphere on campus. The CSAC provides scholarships to current employees and their employees to help curb the expense of education by selecting winners out of a applicants.

On May 15th, we will have our Spring Meeting for the Civil Service Employees, where we will hear from President Abbott and Jesus Trevino (Director of Diversity) followed by lunch for all those who attend. The proceeds from the 50/50 raffle will be put into our scholarship fund to help provide more scholarship dollars for the future.

Deborah Pearson                      4/15/14  
Applicant's Signature

Approval: John Prescott                      4-17-14  
City Manager                                      Date