



Special Meeting Agenda

City Council

12:00 p.m. (noon) Special Meeting
Monday, October 3, 2016
Large Conference Room – City Hall
25 Center Street
Vermillion, South Dakota 57069

1. **Roll Call**
2. **Informational Item – Northeast electrical substation project update – Monty Munkvold.**
3. **Informational Item – ICAP Community Center proposal – John Prescott.**
4. **Briefing on the October 3, 2016 City Council Regular Meeting** - Briefings are intended to be informational only and no deliberation or decision will occur on this item.
5. **Adjourn**

Access the City Council Agenda on the web – 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, October 3, 2016
City Council Chambers
25 Center Street
Vermillion, South Dakota 57069

1. Roll Call

2. Pledge of Allegiance

3. Minutes

- a. September 19, 2016 Special Meeting, September 19, 2016 Regular Meeting.

4. Adoption of the Agenda

5. Visitors to be Heard

- a. Proclamation recognizing Public Power Week 2016.
- b. Proclamation recognizing Fire Prevention Week 2016.

6. Public Hearings

- a. Special permit to exceed permissible sound levels by no more than 50% for Vermillion Area Farmers Market for a band on the fairgrounds east of High Street and south of Cherry Street on or about Thursday, October 27, 2016 from 3:00 p.m. to 7:00 p.m.

7. Old Business

8. New Business

- a. Permit for consumption but not sale on Thursday, October 27, 2016 from 3:00 p.m. to 7:00 p.m. for Vermillion Area Farmers Market on the fairgrounds east of High Street and south of Cherry Street.
- b. Request to close Rose Street from 3:30 p.m. to 8:00 p.m. for multiple events at the Dakota Dome and arena on October 7, 2016.
- c. Transmission Facilities assignment agreement with Missouri River Energy Services.
- d. Resolution for Funding Agreement with SD DOT for Design and Construction of a Shared Used Path.
- e. Resolution to adjust the storm water drainage fee.

9. Bid Openings

- a. Fuel Quotes.

10. City Manager's Report

11. Invoices Payable

12. Consensus Agenda

13. Adjourn

Access the City Council Agenda on the web – 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.

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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
September 19, 2016
Monday 12:00 noon

The special session of the City Council, City of Vermillion, South Dakota was held on Monday, September 19, 2016 at 12:00 noon at Prentis Park.

1. Roll Call

Present: Holland, Humphrey, Price, Sorensen, Ward, Mayor Powell

Absent: Collier-Wise, Erickson, Meins

2. Briefing on the September 19, 2016 City Council Regular Meeting

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

3. Educational Item - Tour of Prentis Park pool construction - Jim Goblirsch

Jim Goblirsch, Director of Parks and Recreation, conducted a tour of the Prentis Park pool construction area and answered questions of the City Council on the project.

5. Adjourn

303-16

Alderman Holland moved to adjourn the Council special session at 12:13 p.m. Alderman Sorensen seconded the motion. Motion carried 6 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 19th day of September, 2016.

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
September 19, 2016
Monday 7:00 p.m.

The regular session of the City Council, City of Vermillion, South Dakota was called to order on Monday, September 19, 2016 at 7:00 p.m. by Mayor Powell.

1. Roll Call

Present: Erickson, Holland, Humphrey, Meins, Price, Sorensen, Ward, Mayor Powell, Student Representative Ireland

Absent: Collier-Wise

2. Pledge of Allegiance

3. Minutes

A. Minutes of September 6, 2016 Special Meeting, September 6, 2016 Regular Meeting

304-16

Alderman Sorensen moved approval of the September 6, 2016 Special Meeting and September 6, 2016 Regular Meeting minutes. Alderman Holland seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

4. Adoption of Agenda

305-16

Alderman Price moved approval of the agenda. Alderman Holland seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

5. Visitors to be Heard

A. Proclamation recognizing National Senior Center Month

Alderman Ward read the proclamation designating September as National Senior Center Month in Vermillion to recognize the special contributions of the Senior Center participants and the special efforts of the staff and volunteers.

6. Public Hearings

A. Resolution Approving the Special Assessment Roll and Notice of Special Assessments for Nuisance Abatement

Mike Carlson reported that on September 6th the City Council adopted a resolution setting the public hearing for tonight for consideration of the special assessment roll. The notice of hearing resolution was published and mailed to the property owners. The assessments are for nuisance abatement during the last year for grass/weed removal, snow removal and removal of debris. Mike stated that, since the notices were mailed, two properties have been paid, one has changed hands and two others have inquired about the assessment. Mike reported that, if adopted, the listed property owners will be sent this resolution allowing 30 days to pay the assessment without interest and if not paid will be certified to the County to be included on next year's taxes. Discussion followed.

306-16

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

RESOLUTION APPROVING THE SPECIAL ASSESSMENT ROLL
AND NOTICE OF SPECIAL ASSESSMENTS
FOR NUISANCE ABATEMENT
IN THE CITY OF VERMILLION, SOUTH DAKOTA

WHEREAS, the Governing Body of the City of Vermillion, Clay County, South Dakota has established a special assessment roll for defraying the cost of nuisance abatement against the several tracts of real property upon:

NUISANCE ABATEMENT as listed at the end of this Resolution

in the City of Vermillion, Clay County, South Dakota. The assessment roll was filed in the office of the City Finance Officer of the City of Vermillion, South Dakota on the 6th day of September, 2016.

WHEREAS, said Governing Body, by resolution, fixed this time and place for hearing upon the assessment roll for the 19th day of September, 2016 and directed the City Finance Officer of the City of Vermillion, Clay County, South Dakota to publish a Resolution and Notice for such hearing in the official newspaper of Vermillion, South Dakota, one week prior to the date set for said hearing. Said Resolution and Notice described, in general terms, the improvement for which the special assessment is levied, the date of filing of the assessment roll, the time and place for the hearing, that the assessment roll would be open for public inspection at the office of the City Finance Officer of Vermillion, South Dakota, and referred to the assessment roll for further particulars. The Finance Officer was further directed to mail a copy of the Resolution and Notice by first-class mail, postage thereon fully prepaid, addressed to the property owners of any property to be assessed for such improvement at their

address, as shown by the records of the Director of Equalization, at least one week prior to the date set for the hearing.

WHEREAS, it now appears that the Finance Officer has caused notice of the hearing to be given in the manner provided by the aforementioned Resolution and Notice, and by law.

WHEREAS, all persons interested have been given an opportunity to appear and show cause why the Governing Body should not approve the assessment roll, and the assessments against the respective premises of the owners, and the Governing Body has determined that the assessment roll is in all respects true and correct, and according to law.

NOW, THEREFORE, IT IS RESOLVED, by the Governing Body of the City of Vermillion, Clay County, South Dakota that the special assessment roll is hereby approved without amendment or change.

BE IT FURTHER RESOLVED, that the approved assessment roll be filed in the office of the City Finance Officer the day after approval of the assessment roll. The City Finance Officer shall publish once in the official newspaper of Vermillion, South Dakota, a copy of this Resolution and Notice, along with the approved assessment roll.

BE IT FURTHER RESOLVED, that the City Finance Officer shall immediately mail to the owner, or owners, of each lot, parcel or piece of ground as shown by the assessment roll, a copy of this Resolution and Notice along with the approved assessment roll.

NOTICE IS HEREBY GIVEN, that the assessments mentioned in the assessment roll will be payable according to the provisions of Plan One as set forth in SDCL Sections 9-43-102 to 9-43-113.

NOTICE IS FURTHER GIVEN, that any assessment under Plan One, or any installment thereof, may be paid without interest to the City Finance Officer whose office is located in the Municipal Building at 25 Center Street in the City of Vermillion, South Dakota, at any time within thirty (30) days after the filing of the approved assessment roll in the office of said City Finance Officer. Thereafter, and prior to the due date of the first installment, the entire assessment remaining, plus interest thereon from the filing date to the date of payment may be paid to the said City Finance Officer. No installment

under Plan One shall be paid to the said City Finance Officer on or after its due date, and on and after said date such installment shall be paid only to the County Treasurer with interest.

NOTICE IS FURTHER GIVEN, that the approved assessment roll will be filed with the City Finance Officer on 20th day of September, 2016. The assessment is payable in one (1) installment at ten percent (10%) per annum interest on unpaid installments. The first installment due date is January 1, 2017.

The assessment roll herein referred to is attached.

Dated at Vermillion, South Dakota, this 19th day of September, 2016.

THE GOVERNING BODY OF THE CITY OF
VERMILLION, CLAY COUNTY, SOUTH DAKOTA

John E. Jack Powell, Mayor

ATTEST:

Michael D. Carlson, Finance Officer

City of Vermillion Special Assessment Roll

<u>Name</u>	<u>Legal/Location</u>	<u>Corrective Action</u>	<u>Amount</u>
Doug L. Akins	15720-05100-020-00	snow tagging 11/23/2015	10.60
	Lots 1 & 2 Blk 51 Snyders	grass tagging 5/10/2016	10.60
	226 High	grass tagging & mowing 5/23/2016	103.84
		grass tagging & mowing 6/17/2016	98.52
		grass tagging 7/8/2016	<u>53.25</u>
		Total	276.81
Apostolic Faith Church	15050-06200-090-00	grass tagging & removal 8/14/2015	74.20
Contract For Deed	W 71' Of N 1/2 Of Lot 8 &	snow tagging & removal 2/9/2016	84.80
Dennis A. Klein	W 71' Of Lot 9 Blk 62	grass tagging & removal 5/2/2016	<u>76.85</u>
	Bigelows Addn	Total	235.85
	23 N Harvard		
Alice I Kutilek	15720-04100-120-00	grass tagging & removal 7/17/15	95.40
Revocable Trust	Lot 12 Blk 41 Snyders	grass tagging & removal 8/27/15	116.60
	119 Franklin	snow tagging & removal 2/9/16	84.80
		grass tagging & removal 5/10/16	98.05
		grass tagging & removal 6/10/16	119.81
		grass tagging & removal 7/8/16	<u>141.11</u>

		Total	655.77
Alice Kutilek &	15730-08300-020-03	grass tagging & removal 5/2/16	79.50
Sheila Isom	S 50' Of E 106.25' Lot 2 Blk 83		
	Addn To Snyders Addn		
	420 Franklin		
Peter Mark &	15860-09251-190-24	grass tagging & removal 7/17/15	169.60
Karin Monzel	Lot 1 Replat Of Aud Tract A S	grass tagging & removal 9/21/15	135.15
	1/2 Lot 2 NW 1/4 19-92-51 Aud	grass tagging & removal 5/17/16	76.85
	Tract 19-92-51	grass tagging & removal 5/24/16	<u>335.48</u>
	601 Lewis	Total	717.08
Abul Shaifullah	15080-00100-070-00	grass tagging & removal 8/27/15	247.78
	Lot 7 Blk 1 Replat Of Blessing	snow tagging & removal 1/4/16	76.85
	325 Prentis	snow tagging 2/9/16	<u>31.80</u>
		Total	356.43
Timothy & Jane Tilden	15720-06000-010-00	snow tagging & removal 11/24/15	148.40
	Lot 1 Blk 60 Snyders	grass tagging & removal 5/2/16	76.85
	324 N Dakota	grass tagging & removal 5/20/16	<u>98.51</u>
		Total	323.76

The amount of the assessment is payable, under Plan One, at the office of the Clay County Treasurer, in the Courthouse, in the City of Vermillion, Clay County, South Dakota, UNLESS paid to the City Finance Officer, whose office is located in the Municipal Building at 25 Center Street in the City of Vermillion, Clay County, South Dakota, within 30 days after the approved assessment roll is filed in the office of the City Finance Officer. Wherever the work "Lot" appears in this exhibit it shall be construed to include tracts and other parcels of land.

The motion was seconded by Alderman Ward. Discussion followed and the question of the adoption of the Resolution was presented for a vote of the Governing Body. 8 members voted in favor of and 0 members voted in opposition to the Resolution. Mayor Powell declared that the Resolution was adopted.

B. Special Permit to exceed permissible sound levels by no more than 50% for USD Dakota Days Executive Board for Vermtown Bash street dance with DJ/Live music on October 5, 2016 from 5:00 p.m. to 11:00 p.m. on Ratingen Platz and portions of Market and Main Streets.

Mike Carlson, Finance Officer, reported that a request for a special permit to exceed permissible sound levels by no more than 50% was received from USD Dakota Days Executive Board for Vermtown Bash street dance with DJ/Live music on October 5, 2016 from 5:00 p.m. to 11:00 p.m. on Ratingen Platz and portions of Market and Main Streets. Mike stated that the application and notice of hearing are included in the packet with the street closing request later on the agenda.

307-16

Alderman Holland moved approval of the special permit to exceed permissible sound levels by no more than 50% for the USD Dakota Days Executive Board for Vermtown Bash street dance with DJ/Live music on October 5, 2016 from 5:00 p.m. to 11:00 p.m. on Ratingen Platz and portions of Market and Main Streets. Alderman Humphrey seconded the motion. Discussion followed on the enforcement of the sound level ordinance. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

C. Special permit to exceed permissible sound levels by no more than 50% for Sorority & Fraternity Life for Greek Life Awards Ceremony on Cedar Street between Plum and Pine Streets on September 23, 2016 from 5:00 p.m. to 8:00 p.m.

Mike Carlson, Finance Officer, reported that a request for a special permit to exceed permissible sound levels by no more than 50% was received from USD Sorority & Fraternity Life for a Greek Life Awards Ceremony on Cedar Street between Plum and Pine Streets on September 23, 2016 from 5:00 p.m. to 8:00 p.m. Mike stated that the permit application and notice of hearing are included in the packet with the street closing later on the agenda. Sami Baus, representing the event, answered questions of the City Council, noting that they planned on contacting the neighbors if the City Council approved the special permit. Discussion followed on the need to notify the neighbors.

308-16

Alderman Ward moved approval of the special permit to exceed permissible sound levels by no more than 50% for USD Sorority & Fraternity Life for a Greek Life Awards Ceremony on Cedar Street between Plum and Pine Streets on September 23, 2016 from 5:00 p.m. to 8:00 p.m. contingent upon the neighbors being notified prior to the event. Alderman Sorensen seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

7. Old Business

A. Second Reading of Ordinance 1345 - Cable Franchise agreement with MIDCO

John Prescott, City Manager, reported that the current cable TV franchise was entered into in 1999 with a term of 15 years and there

were also two one year extensions. John noted that discussions have been ongoing with MIDCO on the franchise agreement and that Utility Committee recommended approval of the ordinance at the August 1st meeting. John reviewed the major items of the non exclusive cable TV franchise. John noted that the ordinance had first reading on September 6th and has been posted on the City web site.

309-16

Second reading of title to Ordinance 1345, entitled AN ORDINANCE Related To Re-Authorizing the Grant of Cable Communications Franchise for the City of Vermillion, South Dakota

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

BE IT RESOLVED that the minutes of this meeting shall show that the title to the proposed Ordinance No. 1345 entitled An Ordinance Related To Re-Authorizing the Grant of Cable Communications Franchise 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 6th day of September, 2016 and that the title was again read at this meeting, being a regularly called meeting of the Governing Body on this 19th day of September, 2016 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 NO. 1345

AN ORDINANCE RELATED TO RE-AUTHORIZING THE GRANT OF CABLE COMMUNICATIONS FRANCHISE IN THE CITY OF VERMILLION; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE

CITY OF VERMILLION, SOUTH DAKOTA
CABLE TELEVISION FRANCHISE AGREEMENT WITH MIDCO

THIS FRANCHISE AGREEMENT made and entered into as of the 19th day of September, 2016 by and between the City of Vermillion, a municipal corporation duly organized under the laws of the State of South Dakota (hereinafter referred to as "Municipality") and MIDCO (hereinafter referred to as "Company"), a South Dakota corporation with its principal place of business located in Sioux Falls, South Dakota.

WITNESSETH

WHEREAS, Company currently holds a cable communications franchise agreement for the construction and operation of a cable communications system within the Municipality; and

WHEREAS, Municipality is authorized to grant one or more non-exclusive franchises for the provision of cable service within Municipality by means of a cable system; and

WHEREAS, Municipality has reviewed Company's request and has considered the terms and conditions for a new franchise and the future cable-related community needs and interests of the Municipality; and

WHEREAS, Municipality has determined that granting of this franchise will assist in meeting the cable-related needs and interests of the community, such as by providing a portion of the funding necessary for public, educational, and government channels; and

WHEREAS, Municipality has determined that granting of a franchise on the terms set forth herein is in the public interest and in the interest of the Municipality and its residents.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of the City of Vermillion, South Dakota, in consideration of the mutual covenants and promises herein contained, that the following sections regarding the terms and conditions of the franchise agreement be recreated and amended and the parties hereto agree as follows:

SECTION 1. SHORT TITLE AND DEFINITIONS

1. Short Title. This Ordinance shall be known and cited as the Cable Communications Regulatory Ordinance.
2. Definitions. For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
 - (a) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §543(b)(7).
 - (b) "Cable Programming Service" means any Video Programming provided over a Cable System, regardless of service tier, including installation or rental of equipment used for the receipt of such Video Programming, other than:

Video Programming carried on the Basic Service Tier;

Video Programming offered on a pay-per-channel or pay-per-program basis;

or

A combination of multiple channels of pay-per-channel or pay-per program Video Programming offered on a multiplexed or time-shifted basis so long as the combined service:

Consists of commonly-identified Video Programming; and

Is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. §543(1)(2) and 47 C.F.R. 76.901(b) (1993).

- (c) "Cable Service" means the one-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.
- (d) "Cable System" or "System" shall have the meaning ascribed to it in federal law.
- (e) "Council" means the Vermillion, South Dakota City Council.
- (f) "Franchise" means an initial authorization, or renewal thereof issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other MVPD facility.
- (g) "Franchise Area" means the area within the corporate boundaries of the Grantor.
- (h) "Grantee" is the entity which is granted a Franchise in City pursuant to this Ordinance, its agents and employees, lawful successors, transferees or assignees.
- (i) "Grantor" is the City of Vermillion, South Dakota.
- (j) "Gross Revenue" means all amounts of monthly revenue received from Cable Service, Cable Programming Service, advertising sales, fees on equipment leased by customers in order to provide video services, and Pay Television directly by the

Grantee from the operation of its System within Franchise Area. Gross Revenue shall not include bad debt.

- (k) "Multichannel Video Program Distributor" or "MVPD" means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, an OVS provider, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.
- (l) "Open Video Services" or "OVS" means any video programming Services provided to any person by a Franchisee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the Facilities used.
- (m) "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- (n) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- (o) "Standard Installation" means any residential installation which can be completed using a drop of one hundred fifty (150) feet or less.
- (p) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by Grantor.
- (q) "Subscriber" means any Person who lawfully receives Cable Service.
- (r) "Video Programming" means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Franchise Required. It shall be unlawful for any Person or Entity to construct, operate or maintain a Cable System or MVPD facility or to provide Cable Service, Video Programming or other MVPD services, including OVS, in the Grantor without a Franchise authorizing the same, unless applicable federal or State law prohibits the Grantor's enforcement of such a requirement.

2. Grant of Franchise. Any Franchise that is granted in City shall be subject to the terms and conditions contained herein.

3. Grant of Nonexclusive Authority.

- (a) A Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in Franchise Area, existing poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in Franchise Area of a Cable System. Grantee is not authorized to erect any new poles without the express written permission of the Grantor.
- (b) A Franchise shall be nonexclusive, and Grantor reserves the right to grant a similar use of said Streets to any MVPD at any time, provided, however, that all Franchises shall contain the same terms and conditions as this Franchise in order that one MVPD is not granted a competitive advantage over another. In the event a MVPD commences operation without a Franchise or is granted a Franchise to operate by the Grantor, the terms and conditions of which do not comply with this Ordinance, other Grantees shall have the right either (i) to opt in to the competitor's Franchise by providing ten (10) days prior written notice to the Grantor; or (ii) to petition the Grantor for modifications to its Franchise, in which case the Grantor shall work in good faith with the affected Grantee(s) to review and adopt modifications which the Grantee(s) deem necessary, review and approval by Grantor shall not be unreasonably denied.
- (c) Before granting an additional franchise, the Grantor shall give written notice to all Grantees of any new application, identifying the applicant for such additional Franchise and providing at least thirty (30) days prior notice of the date, time, and place at which the Grantor shall consider and/or determine whether such additional Franchise should be granted.
- (d) Every Franchise shall apply to the entire service area of the Grantor, as it exists now or may later be configured.
- (e) Neither City nor Grantee(s) may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any other ordinance and this Franchise, the Franchise shall control.

4. Franchise Term. A Franchise shall be in effect for a period of up to ten (10) years from the date of acceptance by a Grantee, unless renewed, revoked, or terminated sooner as herein provided.
5. Territorial Area Involved. A Franchise shall be granted for the corporate boundaries of Grantor, as it exists from time to time. In the event of annexation by Grantor, or as development occurs, any new territory shall become part of the area covered. Grantor shall advise Grantee whenever property is annexed. Whenever the Grantee shall receive a request for service from at least ten (10) residences within 1,320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its system to such subscribers at no cost to said subscribers for system extension, other than the usual collection fees for all subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the system, or as provided for under Section 2 item 6 of this franchise.
6. Subscriber Charges for Extensions of Service. No subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to subscribers, or a density of less than ten (10) residences per 1,320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. If a potential Subscriber requires a non-Standard Installation e.g. a Drop in excess of one hundred fifty (150) feet, Grantee shall, upon request, provide a quote for construction of the non-Standard Installation and shall establish a mutually acceptable payment schedule not to exceed one (1) calendar year. For residential installations only, Grantee shall be responsible for all costs of the Standard Installation and the Subscriber shall be responsible for one half (1/2) of the Actual Cost of any construction required beyond the cost of the Standard Installation; Grantee shall be responsible for the balance of the costs for the non-Standard Installation.
7. Written Notice. All notices, reports, or demands required to be given in writing under this Ordinance shall be deemed to be given when delivered personally to any officer of Grantee or Grantor's Manager of this Ordinance as specified in a Franchise.

SECTION 3. APPLICATION FOR NEW FRANCHISE

1. Application Information. An application for an initial Franchise to provide Video Programming shall provide the following information in writing.

- (a) Applicant name and business address of Applicant.
- (b) A statement as to the proposed Franchise Area, and whether Applicant holds an existing authorization to access the Rights-of-Way in the City and a map of the areas where such authorization exists if for an area other than the entire City.
- (c) Resume of prior history of Applicant, including the legal, technical, and financial expertise of Applicant in the Cable Service field.
- (d) List of officers, directors, and managing employees of Applicant and resumes of each.
- (e) A proposed construction and schedule to provide Cable Service or Video Programming to Subscribers.
- (f) A certificate of insurance consistent with the requirements of this Ordinance.
- (g) A description of the Cable System the Applicant intends to build, including its capacity, the types of equipment proposed for use and the Cable Services or Video Programming which will be offered.
- (h) A description of the financial qualifications of the Applicant to construct and operate the System including a balance sheet, income statement sources and uses of funds statement and pro forma projections for at least three (3) years of operation subsequent to System completion.
- (i) A proposed plan for Public, Educational, and Government Access Channels, including funding, facilities, and equipment and capacity on the System to be dedicated for educational and governmental use if applicable.

2. Evaluation Criteria. The Initial Franchise Application may be evaluated according to the following criteria, and approved within one-hundred eighty (180) days after City deems the Application is complete. In the event Applicant is already authorized to occupy the Rights-of-Way, the time for review and approval will be ninety (90) days.

- (a) The evidence of legal, technical and financial ability required in the Applicant's proposal will be such as to assure

the ability to complete the entire System within a reasonable time from the date the Franchise is granted. The City will also consider the Applicant's ability to operate the System and provide the necessary Cable Services or Video Programming in compliance with the terms of this Ordinance.

- (b) The City Manager or designee shall prepare a report and make his or her recommendations respecting such application to the City Council.
- (c) A public hearing held at a regularly scheduled council meeting shall be set prior to any grant of a Franchise, at a time and date approved by the City Council. A published Notice of the regularly scheduled meeting shall be considered sufficient public notice. Within thirty (30) days after the close of the hearing, the City Council shall make a decision based upon the evidence received at the hearing as to whether or not the Franchise(s) should be granted, and, if granted subject to what conditions.
- (d) The City may consider any additional information that it deems applicable.

SECTION 4. CONSTRUCTION AND OPERATIONS STANDARDS

1. Conditions on Street Use.

- (a) A Grantee shall obtain all required permits from Grantor before commencing any construction upgrade or extension of the System.
- (b) The Grantor shall impose no special permit fees upon a Grantee for access to the public way.
- (c) Conditions of street occupancy. All transmission and distribution structures, existing poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of public ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such public ways.
- (d) Restoration of public ways. If during the course of Grantee's construction, operation, or maintenance of the system there occurs a disturbance of any public way by the Grantee, it shall, at its expense, replace and restore such public way to a condition reasonably comparable to the condition of the public way existing immediately prior to such disturbance as determined by the City Engineer. The restoration shall take

place within 20 days during non-weather precluded construction times unless otherwise approved by Grantor.

- (e) If at any time during the period of this Franchise Grantor shall elect to alter, or change the grade or location of any utility, Street, alley or other public way, a Grantee shall, at its own expense, upon reasonable notice by Grantor, not less than five (5) business days, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System. If Grantor reimburses other occupants of the Street, a Grantee shall be likewise reimbursed.
- (f) A Grantee shall, on request of any Person holding a moving permit issued by Grantor, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and a Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.
- (g) A Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Grantor so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee. Absent an emergency situation, Grantee shall provide Grantor and affected homeowners reasonable advance notice of Grantee's intent to trim trees. The Grantee shall reasonably compensate the franchising authority for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the system undertaken by the Grantee. Such replacement shall satisfy any and all obligations the Grantee may have to the franchising authority pursuant to the terms of this section.
- (h) Nothing contained in this Ordinance shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.
- (i) In areas where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. In any area where one or more public utilities are aerial, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.
- (j) A Grantee shall at all times construct and operate its System in accordance with applicable FCC Technical specifications.

- (k) In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such systems or property has been installed in any street or public place without complying with the requirements of this Ordinance, or the rights granted hereunder have been terminated, cancelled or have expired, Grantee shall, subject to the rights of the City to acquire the system, promptly remove from the streets, or public places all such property and poles of such system other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the City Engineer.
- (l) Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.
- (m) All cable and passive equipment for cable television reception service installed by Grantee at a subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment. Upon termination of service to any subscriber, the Grantee shall promptly remove all its above ground facilities and equipment from the premises of such subscriber upon his request.
- (n) No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the of the City with regard to locations, height, type or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City or its designated representative determines that the public convenience would be enhanced thereby.
- (o) Where poles or other wire-holding structures already existing in use in serving the City are available for use by Grantee, but it does not make arrangements for such use, the City may require the Grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.
- (p) Where the City or a public utility serving the City desires to make use of poles or other wire-holding structures of the

Grantee but agreement therefore, with the Grantee cannot be reached, the City Council may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Council determines the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

- (q) Grantee shall furnish to and file with City the as built maps of the System including location of underground facilities. Grantee shall also file updates of such maps, plats and permanent records annually if changes have been made in the System.
- (r) Subject to Federal Law and Regulation, Grantee shall at all times maintain on file with the Finance Officer a schedule setting forth all rates and charges to be made to subscribers for basic cable service, including installation charges.
- (s) During the term hereof, the City may regulate rates only if authorized to do so by Federal Communications Commission regulations and then such regulation shall only be in accordance with the provisions of such regulations.

SECTION 5. SYSTEM PROVISIONS AND PUBLIC SERVICES

1. Operation and Maintenance of System. A Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.
 2. Service to Schools and City. A Grantee shall, subject to the line extension requirements of Section 2.5 herein, provide one (1) Drop and one (1) outlet of Basic Cable Service at no cost to the accredited K-12 schools and the City facilities listed in Appendix A, attached to this Agreement. The outlets of Basic Service shall not be used to distribute or sell services in or throughout such buildings. Users of such outlets shall hold the Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said building or premises exceeds 150 cable feet or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 150 cable feet. If additional outlets of Basic Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.
- (a) PEG Channel. Grantee shall dedicate two (2) channels for public, educational and governmental ("PEG") programming.

Every Subscriber receiving Cable Service over a Grantee's System shall receive the PEG channels at no additional charge. The PEG channels shall be provided as part of Basic Cable Service and shall not be moved without the City's written approval which shall not be unreasonably withheld. The Grantee shall cablecast all PEG programming produced or created by the City, or its designee, including any live programming. The City may use the PEG channels for any lawful purpose including to cablecast programming produced by the City, local educational institutions or other public institutions, or members of the public.

(b) The City shall have sole responsibility for managing and controlling the PEG channels. The City shall establish rules for the programming, operation or administration of the PEG channels, which shall be subject to Grantee's review and approval. Grantee shall have no responsibility whatsoever for the programming, operation or administration of the PEG channels.

3. Emergency Use. In the case of any emergency or disaster, a Grantee shall, upon request of the City Council or City Manager, make available its facilities to the City for emergency use. A Grantee shall comply with the emergency alert requirements of federal law.

4. Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

SECTION 6. OPERATION AND ADMINISTRATION PROVISIONS

1. Indemnification of Grantor.

(a) A Grantee shall indemnify, defend, and hold harmless Grantor, its officers, boards, committees, councils, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of a Franchise granted pursuant to this Ordinance, except claims covered by worker's compensation insurance or any claims arising from or related to Grantor's negligence. Nothing in this Ordinance relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work complete with grading, regarding, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

(b) In order for Grantor to assess its rights to be indemnified, defended, and held harmless, Grantor must with respect to each claim:

- i. Promptly notify a Grantee in writing of any claim or legal proceeding which gives rise to such right;
 - ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph ii. above.
2. Insurance. A Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of Grantor in its capacity as such. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000) for personal injury or death of any one Person, and Three Million Dollars (\$3,000,000) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence. Grantee shall provide Grantor with a Certificate of Insurance naming the Grantor as an additional insured.
3. Franchise Fee.
 - (a) A Grantee will pay Grantor a monthly franchise fee in the amount of five (5%) percent of Grantee's Gross Revenues.
 - (b) The franchise fee shall be payable monthly, together with a brief report showing the basis for the computation.
 - (c) The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by Grantee is due.
4. Compliance and Monitoring. The Grantee shall make available for inspection by authorized representatives of the City, its books, accounts and financial records at reasonable times and upon reasonable advance notice for the purpose of verifying payments. Grantee shall not be required to maintain any books for longer than five years. Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. Grantee shall not be required to provide

subscriber information in violation of applicable law regarding subscriber privacy.

SECTION 7. REVOCATION, ABANDONMENT, AND SALE OR TRANSFER

1. Grantor's Right to Revoke. Grantor reserves the right to revoke, terminate or cancel a Franchise, if after strictly following the procedures required by Section 7.2 herein, it is determined that a Grantee has violated any material provision of its Franchise or this Ordinance and has failed to substantially cure said violation.
2. Procedures for Revocation.
 - (a) Grantor shall provide a Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to substantially cure the violation or to provide adequate assurance of performance.
 - (b) Grantee shall be provided the right to a public hearing affording due process before the Grantor Council prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (a) above. Grantor shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
 - (c) After the public hearing and upon written determination by Grantor to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.
 - (d) During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.
 - (e) Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void.
3. Sale or Transfer of Franchise. No sale or transfer of a Franchise shall take place without the written approval of the Grantor per applicable federal law, which approval shall not be unreasonably withheld. All of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assign of a Grantee.

SECTION 8. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of a Franchise shall be done in accordance with applicable federal law.

2. Amendment of Franchise. A Grantee and Grantor may agree to amend a Franchise. Such written amendments may be made at any time.
3. Marketing. A Grantee shall have the right to conduct direct selling in the Franchise Area, including door to door sales, subject to the registration and compliance provisions of Grantor's existing ordinance.
4. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, unenforceable or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance and the remainder shall remain in full force and effect.
5. Status Reports. Grantee shall periodically meet with the City Council to brief them on the status of the system and franchise. Grantee acknowledges City has the right to amend this section to require different types and frequencies of reports.

SECTION 9. PUBLICATION, EFFECTIVE DATE

1. Publication; Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication, as required by law.
2. Acceptance.
 - (a) Grantee shall accept this Franchise by executing same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.
 - (b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

Passed and adopted at Vermillion, South Dakota this 19th day of September 2016.

WITNESSES: THE GOVERNING BODY OF THE
CITY OF VERMILLION, SOUTH DAKOTA
By _____
John E. (Jack) Powell, Mayor

ATTEST:

Michael D. Carlson, Finance Officer

APPENDIX A - MUNICIPAL LOCATIONS

Bluffs Golf Course 2021 E. Main Street	Vermillion Recreation Department 603 Princeton Street
City Hall - City Council Chambers 25 Center Street	Water Treatment Plant 118 Church Street
Municipal Liquor Store 820 Cottage Avenue	Austin Elementary School 300 High Street
Municipal Service Center 115 W. Duke Street	Jolley Elementary School 224 S. University Street
Recycling Center 840 N. Crawford Road	Public School Administration Office 17 Prospect Street
Vermillion Civil Defense 15 N. Washington Street	Vermillion High School 1001 E. Main Street
Vermillion Police Department 15 N. Washington Street	Vermillion Middle School 422 Princeton Street
Vermillion Public Library 18 Church Street	Clay County Extension Office 515 High Street
Vermillion Radigan Fire EMS 820 N. Dakota Street	Vermillion Main Street Center 320 W. Main Street

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: Erickson -Y, Holland-Y, Humphrey-Y, Meins-Y, Price-Y, Sorensen-Y, Ward-Y, Mayor Powell-Y.

Motion carried 8 to 0. Mayor Powell declared that the Ordinance has been adopted and directed publication thereof as required by law.

B. Second Reading of Ordinance 1346 - 2017 Appropriations

John Prescott, City Manager, stated that the final step in the 2017 budget process is second reading of the appropriations ordinance. John stated that the budget ordinance was developed following the City Council budget hearings in August and first reading was approved on September 6th. John reviewed some of the major items included in the 2017 budget ordinance. John recommended approval of second reading of the budget ordinance for 2017.

Second reading of title to Ordinance 1346, entitled AN ORDINANCE Adopting the 2017 Budget Ordinance for the City of Vermillion, South Dakota.

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

BE IT RESOLVED that the minutes of this meeting shall show that the title to the proposed Ordinance No. 1346 entitled An Ordinance Adopting the 2017 Budget Ordinance 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 6th day of September, 2016 and that the title was again read at this meeting, being a regularly called meeting of the Governing Body on this 19th day of September, 2016 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 NO. 1346

2017 APPROPRIATION ORDINANCE

AN ORDINANCE ADOPTING the 2017 Appropriations Ordinance for the City of Vermillion, South Dakota.

BE IT ORDAINED BY THE GOVERNING BODY of the City of Vermillion that the following sums are appropriated to meet the obligations of the municipality.

2017 Budget

GENERAL FUND

REVENUES:

General Property Taxes	2,241,000	
Sales Tax	1,920,000	
Penalties & Interest	5,000	
Licenses & Permits	159,950	
Cable TV Franchise	109,000	
State Intergovernmental	628,400	
County Intergovernmental	74,500	
Charges for Goods & Services	599,600	
Fines & Forfeits	45,350	
Miscellaneous Revenues	223,525	
TOTAL GENERAL FUND REVENUES		6,006,325

EXPENDITURES:

Policy & Administration:

General Government	606,320	
Finance Office	194,429	
Engineering	328,773	
Planning & Zoning	800	
Code Compliance	241,516	
Community Promotion	114,961	
Total Policy & Administration		1,486,799

Public Safety & Security:

Police Administration & Invest.	511,405	
Police Patrol	1,437,457	

Fire & Rescue	277,906	
Emergency Management	2,200	
Ambulance	350,185	
Total Public Safety & Security		2,579,153
<u>Maintenance & Transportation:</u>		
Municipal Garage	177,428	
Municipal Service Center	35,280	
Street Department	674,483	
Snow Removal	73,181	
Sweeping & Mowing	110,842	
Carpentry	33,474	
City Hall Maintenance	88,450	
Old Landfill Maintenance	13,000	
Airport	103,801	
Total Maintenance & Transportation		1,309,939
<u>Human Development & Leisure Services:</u>		
Library	627,377	
Parks & Forestry	320,154	
Swimming Pool	179,900	
Recreation	203,970	
Mosquito Control	19,659	
National Guard Armory Center	52,926	
Total Human Development & Leisure		1,403,986
TOTAL GENERAL FUND EXPENDITURES		6,779,877
GENERAL FUND NEEDS		(773,552)
Transfer to 911 Fund - Communications		(300,922)
Transfer to Prentis Park Debt Service		(112,000)
Transfer to STIP Project Main Street		(225,000)
Reserved for STIP Projects		(116,000)
Transfer to Prentis Park Capital Project		(1,000,000)
Transfer from Electric Fund		803,117
Transfer from Water Fund		2,306
Transfer from Sewer Fund		1,402
Transfer from Liquor Fund		194,200
Transfer from Capital Projects		6,800
Transfer from Utilities Engineering Fees		136,387
Transfer from BID #1		1,300
Appropriation from Reserve		1,381,962
GENERAL FUND BALANCE		0
SPECIAL REVENUE FUNDS		
<u>SECOND CENT SALES TAX FUND</u>		
Revenues		1,931,500
Expenditures - Second Cent Sales Tax		498,100
Transfer to Bike Path Capital Projects		(240,380)
Transfer to Airport Capital Projects		(30,000)
Transfer to City Hall Debt Service Fund		(349,770)
Transfer to TIF #6 Debt Service		(31,575)
Transfer to Prentis Park Capital Projects		(708,851)
Transfer to Prentis Park GO Debt Service		(87,070)
Appropriation from Reserve		14,246
SECOND CENT SALES TAX FUND BALANCE		0
<u>PARKS IMPROVEMENT FUND</u>		
Revenues-Recreation Fees		4,760

Expenditures - Parks Improvements	13,935
Appropriation from Reserve	9,175
PARKS IMPROVEMENT FUND BALANCE	<u>0</u>
<u>BBB SALES TAX FUND</u>	
Revenues	358,900
Expenditures	321,125
Appropriation to Reserve	(37,775)
BBB SALES TAX FUND BALANCE	<u>0</u>
<u>911 FUND - COMMUNICATIONS</u>	
Revenues	324,921
Expenditures	625,843
Transfer from General Fund	300,922
911 FUND FUND BALANCE	<u>0</u>
<u>BUSINESS IMPROVEMENT DISTRICT #1</u>	
Revenues	65,000
Expenditures	55,250
Transfer to General Fund	1,300
Appropriation to Reserve	(8,450)
Business Improvement District #1 Fund Balance	<u>0</u>
<u>STORMWATER MAINTENANCE FUND</u>	
Revenues - Stormwater Fees	233,200
Expenditures:	590,000
Appropriation from Reserve	356,800
STORMWATER FEE FUND BALANCE	<u>0</u>
<u>LIBRARY FINE AND GIFT FUND</u>	
Revenues- Library Fine & Gifts	18,380
Expenditures - Library	14,620
Appropriation to Reserve	(3,760)
LIBRARY FINE AND GIFT FUND BALANCE	<u>0</u>
<u>DEBT SERVICE FUNDS</u>	
<u>DEBT SERVICE--SPECIAL ASSESSMENT FUND</u>	
Revenues	46,899
Expenditures	32,338
Interfund Loan	162,000
Transfer to Capital Projects	(162,000)
Appropriation to Reserve	(14,561)
DS SPECIAL ASSESSMENT FUND BALANCE	<u>0</u>
<u>DEBT SERVICE-- TIF District No. 5</u>	
Revenues	45,235
Expenditures	45,235
DEBT SERVICE - TIF 5 FUND BALANCE	<u>0</u>
<u>DEBT SERVICE-- TIF District No. 6</u>	
Revenues	29,045
Expenditures	60,620
Transfer from Second Cent Sales Tax Fund	31,575
DEBT SERVICE - TIF 6 FUND BALANCE	<u>0</u>
<u>DEBT SERVICE - CITY HALL</u>	
Revenues	35,170

Expenditures	3,105,890
Transfer from Second Cent Sales Tax Fund	349,770
Appropriation from Reserve	2,720,950
DEBT SERVICE - CITY HALL FUND BALANCE	<u>0</u>

DEBT SERVICE - PRENTIS PARK GO BOND

Expenditures	199,070
Transfer from Second Penny Sales Tax Fund	87,070
Transfer from General Fund Malt Beverage	112,000
DEBT SERVICE - PRENTIS PARK BOND FUND BALANCE	<u>0</u>

CAPITAL PROJECTS FUNDS

CAPITAL PROJECTS FUND - SPECIAL ASSESSMENT

Expenditures	150,000
Transfer to General Fund	(6,800)
Transfer from Debt Service	162,000
Appropriation to Reserve	(5,200)
CP SPECIAL ASSESSMENT FUND BALANCE	<u>0</u>

CAPITAL PROJECTS FUND - AIRPORT

Revenues	570,000
Expenditures	600,000
Transfer from Second Cent Sales Tax Fund	30,000
CP AIRPORT FUND BALANCE	<u>0</u>

CAPITAL PROJECTS FUND - PRENTIS PARK

Revenues	36,780
Expenditures	1,745,631
Transfer from General Fund	1,000,000
Transfer from Second Cent Sales Tax Fund	708,851
CP PRENTIS PARK FUND BALANCE	<u>0</u>

CAPITAL PROJECTS FUND - BIKE PATH

Revenues	36,320
Expenditures	276,700
Transfer from Second Cent Sales Tax Fund	240,380
CP BIKE PATH FUND BALANCE	<u>0</u>

CAPITAL PROJECTS FUND - MAIN STREET SIGNALS

Expenditures	225,000
Transfer from General Fund STIP	225,000
CP W MAIN MILL & OVERLAY FUND BALANCE	<u>0</u>

INTERNAL SERVICE FUNDS (Information Only)

	Unemployment Fund	Copier - Fax- Postage Fund	Custodial Fund	Equipment Replacement Fund
<u>Revenues</u>				
Internal Dept Charges	-	18,150	100,000	337,541
Interest on Investments	130	-	-	4,000
Other Revenues	-	-	-	34,000
Total Revenues	<u>130</u>	<u>18,150</u>	<u>100,000</u>	<u>375,541</u>
<u>Expenditures</u>				
Personnel	-	-	98,879	-
Operating Expenses	130	16,350	3,352	-
Capital	-	-	500	339,000
Total Expenditures	<u>130</u>	<u>16,350</u>	<u>102,731</u>	<u>339,000</u>

(To) From Reserve	-	(1,800)	2,731	(36,541)
Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

UTILITY AND ENTERPRISE FUNDS (Information Only)

	Electric Fund	Water Fund	Wastewater Fund	Joint Powers Fund	Liquor Fund	Golf Course Fund	Curbside Recycling Fund
<u>Revenues</u>							
Sales	5,260,000	1,515,000	1,628,000	1,462,000	1,628,000	750,960	111,300
Surcharge	1,040,000	270,000	332,000	-	-	-	-
Other Revenue	484,000	49,715	8,800	150,000	-	68,000	200
Interest	162,925	6,325	8,320	1,700	550	5,000	150
Grants	-	-	515,000	80,000	-	-	-
Total Revenues	<u>6,946,925</u>	<u>1,841,040</u>	<u>2,492,120</u>	<u>1,693,700</u>	<u>1,628,550</u>	<u>823,960</u>	<u>111,650</u>
<u>Expenditures</u>							
Personnel	1,096,103	716,055	554,454	599,259	-	411,638	112,092
Operating Expenses	3,636,119	552,846	611,933	555,725	1,391,780	416,355	13,337
Capital	6,456,580	198,420	1,099,300	698,500	2,000	4,000	24,250
Debt Service	-	186,475	249,226	196,814	-	-	-
Debt Service Surcha	824,649	235,669	291,013	-	-	0	0
Total Expenditures	<u>12,013,451</u>	<u>1,889,465</u>	<u>2,805,926</u>	<u>2,050,298</u>	<u>1,393,780</u>	<u>831,993</u>	<u>149,679</u>
Transfers Out	(884,950)	(38,583)	(28,679)	-	(194,200)	-	-
Transfers In	9,000	-	-	-	-	-	-
Bond Proceeds	-	-	293,000	175,000	-	-	-
(To) From Reserve	5,942,476	87,008	49,485	181,598	(40,570)	8,033	38,029
Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

The City Manager is directed to certify the following dollar amount of tax levies in ordinance to the Clay County Auditor:

General Fund	\$ 2,236,000
General Obligation Bond	0

Dated at Vermillion, South Dakota this 19th day of September, 2016

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 Ward. 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: Erickson -Y, Holland-Y, Humphrey-Y, Meins-Y, Price-Y, Sorensen-Y, Ward-Y, Mayor Powell-Y.

Motion carried 8 to 0. Mayor Powell declared that the Ordinance has been adopted and directed publication thereof as required by law.

C. Second Reading of Ordinance 1347 - 2016 Revised Appropriations

John Prescott, City Manager, stated that the 2016 budget was adopted in September 2015 and since that time some things have changed that have been incorporated into the revised appropriations ordinance. John reviewed some of the major changes contained in the revised budget. John stated that there would most likely need to be another revised ordinance before the yearend to address unanticipated items. John recommended adoption of the 2016 revised appropriations ordinance.

311-16

Second reading of title to Ordinance 1347, entitled AN ORDINANCE Adopting the 2016 Revised Budget Ordinance for the City of Vermillion, South Dakota.

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

BE IT RESOLVED that the minutes of this meeting shall show that the title to the proposed Ordinance No. 1347 entitled An Ordinance Adopting the 2016 Revised Budget Ordinance 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 6th day of September, 2016 and that the title was again read at this meeting, being a regularly called meeting of the Governing Body on this 19th day of September, 2016 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 NO.1347
2016 REVISED APPROPRIATION ORDINANCE

AN ORDINANCE ADOPTING the 2016 Revised Appropriations Ordinance for the City of Vermillion, South Dakota.

BE IT ORDAINED BY THE GOVERNING BODY of the City of Vermillion that the following sums are appropriated to meet the obligations of the municipality.

	<u>2016 Revised Budget</u>
GENERAL FUND	
<u>REVENUES:</u>	
General Property Taxes	2,195,700
Sales Tax	1,864,500
Penalties & Interest	5,000
Licenses & Permits	159,950
Cable TV Franchise	108,000
State Intergovernmental	788,722
County Intergovernmental	73,500
Charges for Goods & Services	574,600
Fines & Forfeits	45,350
Miscellaneous Revenues	215,925

TOTAL GENERAL FUND REVENUES		6,031,247
<u>EXPENDITURES:</u>		
<u>Policy & Administration:</u>		
General Government	551,896	
Finance Office	183,319	
Engineering	307,609	
Planning and Zoning	800	
Code Compliance	204,024	
Community Promotion	143,797	
Total Policy & Administration		1,391,445
<u>Public Safety & Security:</u>		
Police Administration & Invest.	488,864	
Police Patrol	1,315,020	
Fire & Rescue	249,705	
Emergency Management	2,200	
Ambulance	343,616	
Total Public Safety & Security		2,399,405
<u>Maintenance & Transportation:</u>		
Municipal Garage	140,483	
Municipal Service Center	35,000	
Street Department	673,005	
Snow Removal	79,129	
Sweeping & Mowing	113,972	
Carpentry	30,967	
City Hall Maintenance	103,800	
Old Library Maintenance	0	
Old Landfill Maintenance	13,000	
Airport	103,464	
Total Maintenance & Transportation		1,292,820
<u>Human Development & Leisure Services:</u>		
Library	622,195	
Parks & Forestry	293,412	
Swimming Pool	124,386	
Recreation	184,833	
Mosquito Control	19,655	
National Guard Armory Center	52,033	
Total Human Development & Leisure		1,296,514
TOTAL GENERAL FUNDEXPENDITURES		6,380,184
GENERAL FUND NEEDS		(348,937)
Transfer to 911 Fund		(279,931)
Transfer to Prentis Park Debt Service		(115,000)
Transfer to Prentis Park Capital Projects		(319,455)
Transfer to STIP Project Main Street		(54,000)
Transfer to Equipment Replacement		(8,300)
Reserved for STIP Projects		(432,800)
Transfer from Electric Fund		803,117
Transfer from Water Fund		2,306
Transfer from Sewer Fund		1,402
Transfer from Liquor Fund		194,200
Transfer from BID #1		1,240
Transfer from Utilities Engineering Fees		136,387
Appropriation from Reserve		419,771
GENERAL FUNDBALANCE		0
<u>SPECIAL REVENUE FUNDS</u>		
<u>SECOND CENT SALES TAX FUND</u>		
Revenues		2,034,515

Expenditures - Second Cent Sales Tax	732,150
Transfer to Bike Path Capital Projects	(9,620)
Transfer to Airport Capital Projects	(8,500)
Transfer to City Hall Debt Service Fund	(348,460)
Transfer to TIF #6 Debt Service	(42,400)
Transfer to Prentis Park Capital Projects	(656,042)
Transfer to Prentis Park GO Debt Service	(48,455)
Transfer to Equipment Replacement	(13,500)
Appropriation to Reserve	(175,388)
SECOND CENT SALES TAX FUNDBALANCE	<u>0</u>
<u>PARKS IMPROVEMENT FUND</u>	
Revenues-Recreation Fees	17,260
Expenditures - Parks Improvements	79,760
Appropriation from Reserve	62,500
PARKS IMPROVEMENT FUND BALANCE	<u>0</u>
<u>BBB SALES TAX FUND</u>	
Revenues	347,500
Expenditures	333,300
Appropriation to Reserve	(14,200)
BBB SALES TAX FUND BALANCE	<u>0</u>
<u>911 FUND -COMMUNICATIONS</u>	
Revenues	288,035
Expenditures	567,966
Transfer from General Fund	279,931
911FUND- FUND BALANCE	<u>0</u>
<u>BUSINESS IMPROVEMENT DISTRICT #1</u>	
Revenues	62,000
Expenditures	65,200
Transfer to General Fund	1,240
Appropriation from Reserve	4,440
Business Improvement District #1 Fund Balance	<u>0</u>
<u>STORMWATER MAINTENANCE FUND</u>	
Revenues - Stormwater Fees	239,000
Expenditures:	160,000
Appropriation to Reserve	(79,000)
STORMWATER FEE FUND BALANCE	<u>0</u>
<u>LIBRARY FINE AND GIFT FUND</u>	
Revenues- Library Fine & Gifts	16,920
Expenditures - Library	16,000
Appropriation to Reserve	(920)
LIBRARY FINE AND GIFT FUNDBALANCE	<u>0</u>
<u>DEBT SERVICE FUNDS</u>	
<u>DEBT SERVICE--SPECIAL ASSESSMENT FUND</u>	
Revenues	200,098
Expenditures	169,073
Interfund Loan	91,800
Transfer to Capital Projects	(91,800)
Appropriation to Reserve	(31,025)

SPECIAL ASSESSMENT FUND BALANCE	0
<u>DEBT SERVICE - TIF District No. 5</u>	
Revenues	27,256
Expenditures	27,256
DEBT SERVICE - TIF 5 FUND BALANCE	0
<u>DEBT SERVICE - TIF District No. 6</u>	
Revenues	18,220
Expenditures	60,620
Transfer from Second Cent Sales Tax Fund	42,400
DEBT SERVICE - TIF 6 FUND BALANCE	0
<u>DEBT SERVICE - City Hall</u>	
Revenues	25,750
Expenditures	407,130
Transfer from Second Cent Sales Tax Fund	348,460
Appropriation to Reserve	32,920
DEBT SERVICE - CITY HALL FUND BALANCE	0
<u>DEBT SERVICE - Prentis Park Bond</u>	
Expenditures	201,455
Transfer from Second Penny Sales Tax Fund	48,455
Transfer from General Fund Malt Beverage	115,000
Appropriation from Reserve	38,000
DEBT SERVICE - PRENTIS PARK BOND FUND BALANCE	0
<u>CAPITAL PROJECTS FUNDS</u>	
<u>CAPITAL PROJECTS FUND - SPECIAL ASSESSMENT</u>	
Expenditures	85,000
Transfer from Debt Service	91,800
Appropriation to Reserve	(6,800)
CP SPECIAL ASSESSMENT FUND BALANCE	0
<u>CAPITAL PROJECTS FUND - BIKE PATH</u>	
Revenues	43,680
Expenditures	53,300
Transfer from Second Cent Sales Tax	9,620
CP BIKE PATH FUND BALANCE	0
<u>CAPITAL PROJECTS FUND - AIRPORT</u>	
Revenues	161,500
Expenditures	170,000
Transfer from Second Cent Sales Tax	8,500
CP AIRPORT FUND BALANCE	0
<u>CAPITAL PROJECTS FUND - PRENTIS PARK</u>	
Revenues	56,100
Expenditures	4,126,729
Bond Proceeds	3,095,132
Transfer from General Fund	319,455
Transfer from Second Cent Sales Tax	656,042
CP PRENTIS PARK FUND BALANCE	0
<u>CAPITAL PROJECTS FUND - MAIN SIGNALS</u>	
Expenditures	54,000
Transfer from General Fund STIP	54,000
CP WEST MAIN MILL/OVERLAY & SIGNAL FUND BALANCE	0
INTERNAL SERVICE FUNDS (Information Only)	

	Unemployment Fund	Copier - Fax- Postage Fund	Custodial Fund	Equipment Replacement Fund
<u>Revenues</u>				
Internal Dept Charges	-	18,150	92,000	482,524
Interest on Investments	130	-	-	4,400
Other Revenues	-	-	-	66,900
Total Revenues	130	18,150	92,000	553,824
<u>Expenditures</u>				
Personnel	-	-	94,879	-
Operating Expenses	130	16,350	3,519	-
Capital	-	-	500	678,300
Total Expenditures	130	16,350	98,898	678,300
Transfer (Out) In				49,718
(To) From Reserve	-	(1,800)	6,898	74,758
Fund Balance	0	0	0	0

UTILITY AND ENTERPRISE FUNDS (Information Only)

	Electric Fund	Water Fund	Wastewater Fund	Joint Powers Fund	Liquor Fund	Golf Course Fund	Curbside Recycling Fund
<u>Revenues</u>							
Sales	5,600,000	1,480,000	1,590,000	1,444,850	1,586,000	729,400	116,000
Surcharge	720,000	270,000	332,000	-	-	-	-
Other Revenue	100,000	49,675	8,800	114,120	-	67,995	200
Interest	172,145	6,445	8,106	1,700	550	4,525	325
Grants	-	-	-	116,000.00	-	-	-
Total Revenues	6,592,145	1,806,120	1,938,906	1,676,670	1,586,550	801,920	116,525
<u>Expenditures</u>							
Personnel	1,021,704	624,835	504,531	535,299	-	377,567	98,333
Operating Expenses	3,683,280	560,430	674,406	684,090	1,354,859	419,846	12,900
Capital	618,224	154,696	172,140	318,500	14,000	13,000	250
Debt Service	-	187,105	258,109	196,813	-	-	8,408
Surcharge Debt Serv	654,238	235,669	291,013	-	-	-	-
Total Expenditures	5,977,446	1,762,735	1,900,199	1,734,702	1,368,859	810,413	119,891
Transfers Out	(884,950)	(38,583)	(28,679)	-	(194,200)	-	(27,918)
Transfers In	9,000	-	-	-	-	-	-
Bond Proceeds	4,385,000	-	134,500	-	-	-	-
(To) From Reserve	(4,123,749)	(4,802)	(144,528)	58,032	(23,491)	8,493	31,284
Fund Balance	0	0	0	0	0	0	0

Dated at Vermillion, South Dakota this 19th day of September, 2016

THE GOVERNING BODY OF THE
VERMILLION, SOUTH DAKOTA

By _____

John E. (Jack) Powell, Mayor

ATTEST:

BY _____

Michael D. Carlson, Finance Officer

Adoption of the Ordinance was seconded by Alderman Humphrey. 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:

Erickson-Y, Holland-Y, Humphrey-Y, Meins-Y, Price-Y, Sorensen-Y, Ward-Y, Mayor Powell-Y.

Motion carried 8 to 0. Mayor Powell declared that the Ordinance has been adopted and directed publication thereof as required by law.

8. New Business

A. Request to close W. Main Street from Prospect Street to High Street and Market Street from W. Main Street to Kidder Street on Wednesday, October 5, 2016 from 5:00 p.m. to 11:00 p.m. for the Vermtown Bash

Derek Chancellor, Administrative Intern, reported on the receipt of a street closing request from USD Dakota Days Executive Board to close Main Street from Prospect Street to High Street and Market Street from Main Street to Kidder Street on Wednesday, October 5, 2016 from 5:00 p.m. to 11:00 p.m. for the Vermtown Bash. Derek reported that the street closing request along with the map are included in the packet. Derek stated that the special permit to exceed allowable sound levels was approved earlier on the agenda.

312-16

Alderman Erickson moved approval of the street closing request from USD Dakota Days Executive Board to close Main Street from Prospect Street to High Street and Market Street from Main Street to Kidder Street on Wednesday, October 5, 2016 from 5:00 p.m. to 11:00 p.m. for the Vermtown Bash. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. Request to close Cedar Street from Pine Street to N. Plum Street on Friday, September 23, 2016 from 5:00 p.m. to 8:00 p.m. for the Greek Week Block Party

Derek Chancellor, Administrative Intern, reported on the receipt of a street closing request from USD Sorority & Fraternity Life to close Cedar Street from Pine Street to Plum Street on Friday, September 23, 2016 from 5:00 p.m. to 8:00 p.m. for the Greek Week Block Party. Derek reported that the street closing request along with the map are included in the packet. Derek stated that the special permit to exceed allowable sound levels was approved earlier on the agenda.

313-16

Alderman Erickson moved approval of the street closing request from USD Sorority & Fraternity Life to close Cedar Street from Pine Street to Plum Street on Friday, September 23, 2016 from 5:00 p.m. to 8:00 p.m. for the Greek Week Block Party. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

C. Transfer of Fire Department equipment to Volin, Gayville and Centerville Fire Departments

John Prescott, City Manager, reported that the new self-contained breathing apparatus (SCBA) equipment and helmets have been received by the Fire Department that were partially funded by a grant. John stated that contact has been made to area Fire Departments who would be able to utilize the old equipment. John requested approval to transfer the old surplus equipment to area Fire Departments. John stated that the Fire Department has included a memo in the packet requesting to transfer 13 SCBA and 35 Helmets to the Volin Fire Department, 5 SCBA to the Gayville Fire Department and 4 SCBA to the Centerville Fire Department. John noted that all of the equipment is being transferred as is without any warranty.

314-16

Alderman Sorensen moved approval of transferring the surplus fire equipment as follows: 13 SCBA and 35 Helmets to the Volin Fire Department, 5 SCBA to the Gayville Fire Department and 4 SCBA to the Centerville Fire Department. Alderman Holland seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

D. Library Board member appointment

Mayor Powell recommended the appointment of Greg Redlin for the remainder of Dan Burniston's term that expires May 2017. Mayor Powell thanked all that had expressed interest in the position.

315-16

Alderman Sorensen moved approval of the appointment of Greg Redlin to the Library Board for the remainder of the term expiring May 2017. Alderman Ward seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

E. Tree Board member appointment

Mayor Powell reported that there is an opening on the Tree Board due to a two year term expiring. Mayor Powell stated that an expression of interest form was received from Clarence Pederson and he recommended his reappointment to the Tree Board.

316-16

Alderman Price moved approval of the reappointment of Clarence Pederson to the Tree Board for a two year term. Alderman Ward seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

F. Airport hangar lease assignment - Fluent to Howard

Mike Carlson, Finance Officer, reported that Grant Fluent assumed a lease on April 20, 2002 that had been entered into with the City on April 15, 1991 for an initial term of twenty (20) years that ends April 15, 2011. Mike noted that the lease includes an option to renew for an additional ten (10) years until April 15, 2021. Mike stated that an "Assignment of Owner's Interest in Lease" was received that provides for the assignment of the hangar lease from Grant Fluent to David Howard. Mike stated that a photo of the assignment is included in the packet. Mike noted that the lease requires written permission of the City in order to transfer ownership. Mike stated that the new owner is bound by the original terms of the lease including lease rates. Mike recommended approval of the assignment of the airport hanger lease.

317-16

Alderman Holland moved approval of the assignment of the airport hanger lease from Grant Fluent to David Howard as presented. Alderman Erickson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

9. Bid Openings

A. Fire Department Turnout Gear

John Prescott, City Manager, reported that the National Fire Protection Agency recommends replacement of personal protective gear (turnout gear) every 10 years. John stated that the Fire Department currently has 20 sets of turnout gear that are past 10 years in age. John stated that bids were opened on September 7th with only one bid received from Allegiant Emergency Services for \$40,740. John stated that this was budgeted for in the Second Penny Sales Tax Fund and recommended acceptance of the only bid.

318-16

Alderman Erickson moved approval of the only bid from Allegiant Emergency Services for 20 sets of turn out gear for \$40,740. Alderman Holland seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

10. City Manager's Report

A. John reminded citizens that political signs are not to be placed in the public right-of-way which is generally defined as the space between the sidewalk and the curb, but on private property which is usually behind the sidewalk.

B. John reminded residents that a portion of Main Street and Market Street by Ratingen Platz will be closed on September 30th and October 1st from 4:00 pm to 11:00 pm for the Oktoberfest event.

C. John reported that the annual household hazardous waste drop-off collection will be at the Missouri Valley Recycling Center on Friday, October 7th from 4:00 p.m. to 7:00 p.m. John noted a \$10 donation per vehicle is requested to offset the expenses of having the collection and disposing of the materials.

D. John reported that the public is invited to the Light & Power Open House on Tuesday, October 4th at the Service Center on W. Duke Street from 11:00 a.m. to 1:00 p.m.

E. John reported that the public is invited to the Fire/EMS Open House on Wednesday, October 12th from 5:00 p.m. to 7:00 p.m. at the Fire/EMS Station at 820 N. Dakota Street.

F. John reported on the following raffle notifications:

The Vermillion After Prom Party Committee is selling tickets at \$5 each or 5 for \$20 until October 21, 2016. The prize is four USD/NDSU football tickets for the game on November 19th valued at \$160. Funds from the raffle are used to support the entertainment and prizes for students participating in the After Prom Party.

St. Agnes is selling \$1 raffle tickets as part of their Fall Festival until October 16, 2016. Prizes are donated and range in value from \$50 to \$500. Proceeds from the raffle are used to benefit St. Agnes School and Parish.

USD Student Athlete Advisory Committee is selling raffle tickets at \$5 each or 5 for \$20. The tickets will be sold January 11 - 29, 2017. The prize is two all-session passes to the 2017 Summit League Tournament in Sioux Falls and is valued at \$350. All proceeds go to the Vermillion Food Pantry as part of the Summit League Food Fight by USD's SAAC.

PAYROLL ADDITIONS AND CHANGES

Ambulance: Riley Ackerman \$10.00/hr-\$15.00/hr holiday-\$2.00/on call-\$3.00/holiday on call, Leanna Gubbels \$12.00/hr-\$18.00/holiday-\$2.00/on call-\$3.00/holiday on call; Recreation: Ryan Baedke \$22.59/hr, Riley Schneekloth \$8.75/hr; Golf Clubhouse: Adam Gannon \$8.55/hr; Golf Maintenance: Mason Schultz \$9.00/hr, Matt Koch \$9.00/hr, Taylor Sperlich \$8.55/hr; Recycling: Callie Anglin \$10.00/hr

11. Invoices Payable

319-16

Alderman Price moved approval of the following invoices:

Avenet, LLC	software support	1,100.00
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Border States Elec Supply	supplies	117.31
Broadcaster Press	advertising	1,451.02
Bruce Or Tila Anderson	refund ambulance overpayment	71.59
Bureau Of Administration	telephone	203.57
Campbell Supply	supplies	1,085.78
Cask & Cork	merchandise	851.10
Centurylink	telephone	1,500.77
Christine Casillas	refund ambulance overpayment	20.00
City Of Vermillion	landfill vouchers	478.00
Clay Rural Water System	water usage	120.00
Clay-Union Electric Corp	electricity	1,645.92
Dakota Beverage	merchandise	13,522.86
Denis Kronaizl	refund ambulance overpayment	21.40
Dept Of Social Services	refund ambulance overpayment	30.00
Dept. Environment Natl Res.	landfill operations fee	3,661.99
Division Of Motor Vehicle	title/plates	21.20
Dust Tex	entry mats	80.00
Feld Fire	fire equipment	155,074.10
Global Dist.	merchandise	90.00
Global Packaging Solutions	landfill baler bags	59,556.25
Gregg Peters	managers fee	6,000.00
Ingram	books	1,626.91
Jimmy Johns	lunches	61.75
John A Conkling Dist.	merchandise	8,189.10
Johnson Brothers Of SD	merchandise	27,869.33
Kalins Indoor Comfort	repairs	353.63
Loren Fischer Disposal	haul cardboard	210.00
Matheson Tri-Gas, Inc	supplies	360.91
MidAmerican	gas usage	879.67
Midcontinent Communication	cable/internet service	718.68
Okoboji Wines-SD	merchandise	540.00
Pitney Bowes	postage meter lease	289.71
Prairie Berry Winery	merchandise	771.00
Republic National Dist.	merchandise	21,637.65
Reserve Account	postage for meter	950.00
Southern Glazer's Of SD	merchandise	5,355.11
Stanger Litho Graphics	supplies	164.00
Staples Advantage	supplies	1,141.08
Stern Oil Co.	fuel	12,399.94
Sturdevants Auto Parts	parts	510.05
Subway	lunches	42.00
Taste Of Home Books	books	32.98
The Equalizer	advertising	719.00
Titan Machine-Productivity	repairs	8,593.85

Torrie Rasmussen Summers	refund ambulance overpayment	466.98
Us Postmaster	postage for utility bills	1,050.00
Vermillion Youth Football	online registration	2,743.22
Yankton Janitorial Supply	supplies	90.00
Harold Holoch	Bright Energy Rebate	10.00
Mariah Niemeyer	Bright Energy Rebate	72.00
Mick Leotta	Bright Energy Rebate	3.00
Bob Dehner	Bright Energy Rebate	20.00
Troy Gregoire	Bright Energy Rebate	700.00

Alderman Erickson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

12. Consensus Agenda

A. Set a Public Hearing date of October 3, 2016 for a special permit to exceed permissible sound levels by no more than 50% for Vermillion Area Farmers Market for a band on the fairgrounds east of High Street south of Cherry Street on or about Thursday, October 27, 2016 from 3:00 p.m. to 7:00 p.m.

320-16

Alderman Price moved approval of the consensus agenda. Alderman Sorensen seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

13. Adjourn

321-16

Alderman Ward moved to adjourn the Council Meeting at 7:40 p.m. Alderman Erickson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 19th day of September, 2016.

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 PUBLIC POWER WEEK
OCTOBER 2 THROUGH OCTOBER 8, 2016
A WEEK-LONG CELEBRATION OF VERMILLION LIGHT & POWER'S
YEAR-ROUND SERVICE TO VERMILLION

WHEREAS, We, the citizens of the City of Vermillion, South Dakota place a high value on local control over community services and, therefore, have chosen to operate a community-owned, locally controlled, not-for-profit electric utility and, as consumers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS, the City of Vermillion Light & Power Department provides our homes, businesses, industry, social services, and local government agencies with reliable, efficient, and cost-effective electricity, employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, the City of Vermillion Light & Power Department is a valuable community asset that substantially contributes, to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, the City of Vermillion Light & Power Department is a dependable and trustworthy institution whose local operation provides many consumers protection and continues to make our community a better place in which to live and work, as well as contributes to protecting the global environment; and

WHEREAS, the City of Vermillion Light & Power Department will continue to work to bring low-cost, safe, and reliable electricity to community homes and businesses just as it has since 1915, the year in which the utility was created to serve all the citizens of the City of Vermillion;

NOW, THEREFORE, BE IT RESOLVED that We, the governing body of the City of Vermillion, South Dakota, do hereby proclaim that the week of October 2 through October 8, 2016 be designated as the 30th annual

Public Power Week

in order to honor the **City of Vermillion Light & Power Department** for its contributions to the community and to make its consumer-owners, policy makers, and employees more aware of its contributions to their well-being.

BE IT FURTHER RESOLVED, that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power and recognition of the good it does for consumers, businesses, and the community.

Dated at Vermillion, South Dakota this 3rd day of October, 2016.

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
FIRE PREVENTION WEEK 2016**

WHEREAS, We, the citizens of the City of Vermillion, South Dakota are committed to ensuring the safety and security of all those living in and visiting Vermillion; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at the greatest risk of fire; and

WHEREAS, home fires killed 2,650 people in the United States in 2015, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 365,500 home fires; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, half of home fire deaths result from fires reported at night between 11 p.m. and 7 a.m. when most people are asleep; and

WHEREAS, Vermillion’s residents should have smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Vermillion’s residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Vermillion’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2016 Fire Prevention Week theme, “Don’t Wait – Check the Date! Replace Smoke Alarms Every 10 Years” effectively serves to remind us that we need working smoke alarms to give us time to evacuate safely;

NOW, THEREFORE, BE IT RESOLVED that We, the governing body of the City of Vermillion, South Dakota, do hereby proclaim October 9 through October 15, 2016 as

Fire Prevention Week

in Vermillion and urge all the people of Vermillion to have smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, and to support the many public safety activities and efforts of Vermillion’s fire and emergency services.

Dated at Vermillion, South Dakota this 3rd day of October, 2016.

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: Mike Carlson, Finance Officer

Meeting: October 3, 2016

Subject: Special permit to exceed permissible sound levels by no more than 50% for Vermillion Area Farmers Market for an event on the fairgrounds east of High Street and south of Cherry Street on Thursday, October 27, 2016 from 3:00 p.m. to 7:00 p.m.

Presenter: Mike Carlson

Background: Grace Freeman, on behalf of the Vermillion Area Farmers Market, has applied for a special permit to exceed allowable noise levels for the last outdoor event of the 2016 growing season on Thursday, October 27, 2016 from 3:00 p.m. to 7:00 p.m. The request, diagram and notice of hearing are attached.

The city noise ordinance is as follows.

Sec. 90.01. Noises prohibited.

(A)General prohibitions: In addition to the specific prohibitions outlined below, it shall be unlawful for any person to make, continue, or cause to be made or continued any loud or unusual noise so as to disturb the peace of the public, any neighborhood, any business operation, family, lawful assembly of persons, or any person by committing any act or acts of disturbance within the limits of the City of Vermillion.

(B)The following acts are declared to be in violation of this chapter.

- 1) Sound equipment prohibited: Except for emergency vehicles, it shall be unlawful for any person to operate or cause to be operated upon the streets or public places in the city a sound truck or car with sound amplification equipment in operation. "Sound truck" as used herein means any vehicle having thereon or attached thereto any sound amplification equipment. "Sound amplification equipment" as used herein means any machine or device for the amplification of the human voice, music or other sound, but shall not include radio or warning devices on vehicles used for traffic warning or control purposes.
- 2) Stereos, radios, television sets, musical instruments and similar devices:
 - a. Using, operating or permitting the use or operation of any stereo, radio, musical instrument, television, phonograph, drum or other machine or device for the production or reproduction of sound, except as provided for in paragraph (1) above, in such a manner as to violate this section or cause a noise disturbance.
 - b. The operating of any such device between the hours of 11:00 p.m. and 7:00 a.m. the following day in such a manner as to be plainly audible at the property boundary of the source or plainly audible at fifty (50) feet from such device when operated within a vehicle parked on a public right-of-way or when operated from within a private residence.
- 3) Maximum permissible sound levels: It shall be unlawful for any person to operate or permit the operation of any stationary source of sound in such a manner as to create a sound pressure level during any ten-minute

6. Public Hearings; item a

measurement period which exceeds the limits set forth for the following receiving land use districts when measured at the boundary or at any point within the property affected by the noise. Sound level measurements shall be made at a distance of fifty (50) feet from source with a sound level meter of type 2 or better, using the "A" weighting scale, in accordance with standards promulgated by the American National Standards Institute.

Use District	11:00 p.m.-6:00 a.m.	6:00 a.m.-11:00 p.m.
Residential	50 dB(A)	55dB(A)
Commercial	55 dB(A)	60dB(A)
Industrial & Agricultural	75 dB(A)	80dB(A)

- (C) It shall be a violation of this section if the sound which is measured creates a sound pressure level greater than the levels set forth for the receiving land use district for ninety (90) per cent of the time in any measurement period, such as the level exceeded for nine (9) minutes of a ten-minute period.
- (D) Special Permit - The City Council may, following a Public Hearing, issue a Special Permit to exceed allowable sound levels by not more than 50% of the allowable limit within the Use District, in a suitable location with appropriate facilities, during the allowable time. It shall be required of any applicant for a Special Permit to demonstrate that the event for which the permit is requested be of public benefit. An applicant shall submit a diagram clearly showing the sound level projections beginning at a point fifty (50) feet from the source, and continuing out through a radius of two hundred (200) feet from the source. Application for a Special Permit shall be made with the City Finance Officer, and shall be accompanied with an application fee of \$25.00. Application for a Special Permit shall be completed no later than 30 days prior to the proposed event, and it shall contain all applicable information relative to the nature and purpose of the event. (Ord. No. 1100, 10-1-01)
- (E) Semi-tractors; prohibited noises: It shall be unlawful for any person within the city limits of Vermillion, to make, or cause to be made, loud or disturbing or offensive noises with any mechanical devices operated by compressed air and used for purposes of assisting braking on any semi-tractor, except for the aversion of imminent danger. (Ord. No. 1102, 10-15-01)

Violation: Any person violating any provision of this section may be punished by a fine of not more than one hundred dollars (\$100.00) or by imprisonment not to exceed thirty (30) days, or by both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

Discussion: The application and map indicate that the band and sound system will be in the area where the farmers market sets up east of High Street and south of Cherry Street facing toward the west. The permit for consumption but not sale is under new business later on the agenda.

The City Council will need to determine at the public hearing, if it is in a suitable location, with appropriate facilities, during the allowable time, and if the applicant can demonstrate the public benefit of the event. Relevant questions, for a public gathering, when a noise permit is sought include the availability of restroom facilities, clean up of the area, and disposal of waste.

Financial Consideration: The Farmers Market has paid the \$25 fee for the noise permit.

Conclusion/Recommendations: Administration recommends approval of the special permit unless information is presented at the public hearing that indicates that there were problems related to the noise at past events.

REQUEST FOR SPECIAL PERMIT TO EXCEED PERMISSIBLE SOUND LEVELS BY NO MORE THAN 50% OF CITY NOISE ORDINANCE

This application shall be completed no later than thirty (30) days prior to the proposed event and shall contain all applicable information relative to the nature and purpose of the event.

Organization Requesting Vermillion Area Farmers Market

Contact Person Grace Freeman Phone 605-670-0540

E-Mail Address gracefreeman@live.com

Contact Person Address 30914 Frog Creek Rd. Vermillion

Location of Event 4-H Grounds ~~Cherry~~ Cherry & High St. Date of Event Oct 27 2016

Duration of event: From time 3-7pm to time _____

The ordinance asks if this is a suitable location with appropriate facilities:

If a tent is set up on the East end of the Market, the sound system can project the sound Westward away from housing.

The ordinance asks the applicant to demonstrate that the event for which the permit is requested be of public benefit. Describe the public benefit:

The Farmers Market is a nonprofit venue creating an environment for future business entrepreneurs to grow their ideas, brings community together, promotes networking with all ages.

Please attach a diagram clearly showing the sound level projections beginning at a point fifty (50) feet from the source, and continuing out through a radius of two hundred (200) feet from the source.

File this application along with the diagram with the finance officer accompanied with an application fee of \$25.00.

Signature of Applicant G. Grace Freeman Date 9.14/16

2001

Google Maps parking lots



Imagery ©2016 Google, Map data ©2016 20 ft

~~BP
Gas Station · Interstate 29 & Hw50
Open until 10:00 PM~~

~~Shell
\$\$ · Gas Station · E Cherry St
Open until 5:00 PM~~

~~Walmart Tire & Lube Express
\$ · Tire Shop · Princeton Ave
Open until 11:59 PM~~

* sound system will be in walled tent with projection to the west.



Walmart
Tire and Lube Express

NOTICE OF PUBLIC HEARING FOR SPECIAL PERMIT
TO EXCEED ALLOWABLE SOUND LEVELS

NOTICE IS HEREBY GIVEN THAT the Vermillion City Council on the 3rd day of October, 2016 at the hour of 7:00 P.M. at the City Hall Council Chambers, 25 Center Street, will meet in regular session to consider the following application for a special permit to exceed allowable sound levels for the dates and times stated which has been filed in the Finance Officer's Office:

Vermillion Area Farmers Market request for a special permit to exceed allowable sound levels on the Clay County Fair Grounds east of High Street south of Cherry Street on or about Thursday, October 27, 2016 from 3:00 p.m. and 7:00 p.m. for a band.

NOTICE IS FURTHER GIVEN THAT any person, persons, or their attorney may appear and be heard at said scheduled public hearing who are interested in the approval or rejection of any such application for special permit.

Dated at Vermillion, South Dakota this 15th day of September, 2016.

Michael D. Carlson, Finance Officer

Publish: September 23, 2016

Published once at the approximate cost of _____.

Council Agenda Memo

From: Mike Carlson, Finance Officer

Meeting: October 3, 2016

Subject: Permit for consumption but not sale for Vermillion Area Farmers Market on Thursday, October 27, 2016 from 3:00 p.m. to 7:00 p.m. at the fairgrounds east of High Street and south of Cherry Street

Presenter: Mike Carlson

Background: Grace Freeman, on behalf of the Vermillion Area Farmers Market, has requested a permit to consume alcoholic beverages on public property for a wine and beer tasting in the Farmers Market area on the fairgrounds east of High Street and south of Cherry Street for the last outdoor Farmers Market of the 2016 growing season on Thursday, October 27 from 3:00 p.m. to 7:00 p.m. A copy of the request and information on the event are attached.

State statute 35-1-5.5 provides that provides that the Governing Body of a municipality may permit the consumption, but not sale, of any alcoholic beverage on property owned by the public. The statute is as follows:

35-1-5.5. Permit for consumption of alcoholic beverage on property owned by public or nonprofit corporation. The board of county commissioners or the governing body of a municipality may permit the consumption, but not the sale, of any alcoholic beverage on property owned by the public or by a nonprofit corporation within its jurisdiction. The permit period may not exceed twenty-four hours and the hours of authorized consumption may not exceed those permitted for on-sale licensees. However, a municipality or county may permit the sale of alcoholic beverages on publicly owned property or property owned by a nonprofit corporation if it is during a special event for which a temporary license has been issued pursuant to § 35-4-124.

Discussion: The special permit to exceed permissible sound levels was considered earlier on the agenda for this event.

The City Council may permit the consumption, but not the sale, of alcoholic beverages on property owned by the public. This is city property that is leased to Clay County and subleased to the Clay County Agricultural Fair Association. The president of the Clay County Agricultural Fair Association has indicated that they do not have any issues with the consumption on the property they lease.

Financial Consideration: None

Conclusion/Recommendations: Administration recommends approval of the special permit to allow the consumption but not sale of alcoholic beverages for the Vermillion Area Farmers Market event on Thursday, October 27, 2016 from 3:00 p.m. to 7:00 p.m. on the fairgrounds east of High Street and south of Cherry Street.



25 Center Street • Vermillion, SD 57069
Ph: 605.677.7050 • Fax: 605.677.5461
Info@cityofvermillion.com
www.vermillion.us

PERMIT FOR THE CONSUMPTION OR BLENDING BUT NOT THE SALE OF ALCOHOLIC BEVERAGES UPON PROPERTY WHICH IS PUBLICLY OWNED OR OWNED BY A NON-PROFIT CORPORATION

Permit requested for: Vermillion Area Farmers Market

Address: Cherry + High St - Clay Co. Fairgrounds

Contact person: Grace Freeman

Daytime phone: 670.0540 Evening: same

E-mail address: grace.freeman@live.com

Location of event: (Please include property address or legal description, if event is not for the whole premises indicate room numbers or include a floor plan indicating the location of the event.)

Parking, grassy area on the N side of the Hog barn on High St at intersection of Cherry & High St.

Activity or event: Last Farmers Mkt outdoors of the 2016 growing season.

Date and time when alcoholic beverages will be available: _____

Oct. 27, 2016 3-7pm wine or beer tasting @ local winery.

Please attach a letter of approval from the Public Entity or non-profit corporation authorizing the event with alcoholic beverages on their property.

CERTIFICATE: The undersigned applicant certifies under penalties of perjury by law, provided that all statements herein are true and correct and understands the permit is for authorization for persons to consume or blend alcoholic beverages, but not to engage in the sale thereof, in or upon property on the dates described above. Applicant understands that the charging of a fee of any kind that allows persons to consume alcoholic beverages is engaging in the sale of alcoholic beverages and is not allowed by this permit.

Signature: G. Freeman Date: 9.14.16

Council Agenda Memo

From: John Prescott, City Manager

Meeting: October 3, 2016

Subject: Rose Street closure request for October 7, 2016

Presenter: Dan Gaston, Senior Associate Athletic Director for Operations/Facility Management for USD Athletics Department

Background: USD has submitted a request to close Rose Street from Coyote Village to the Dakota Dome. The requested street closure is on Friday, October 7 from 3:30 to 8:00 p.m.

Discussion: There are a number taking place in and on the USD Athletic complex on Friday, October 7th. The list includes:

- A USD soccer game starting at 3:00 pm
- A USD swimming meet starting at 5:00 pm
- A USD volleyball match starting at 5:30 p.m.
- A University celebration for the new facilities at 6:30 pm
- A Vermillion High School football game at 7:00 pm

USD is seeking to close the street to control access to the parking areas. Controlling the access will facilitate providing general parking, reserved parking for guests with a disability, and reserved parking for dignitaries.

Closing Rose Street for the different events will also provide pedestrians safe accessibility to and from the different events at the Dome and arena. While different hours, the area of the street closure is the same as what the City Council has approved for home USD football games.

USD will provide, set up, and remove the barricades as they have done in past years with similar closings of Rose Street. They will also handle signage indicating the areas that are closed.

Financial Consideration: None.

Conclusion/Recommendations: Administration recommends that the City Council approve the closure of Rose Street from 3:30 p.m. to 8:00 p.m. on October 7, 2016.

Requests to close a public street for an event or activity are taken to the City Council for approval. The following application is requested to be submitted to the City Manager's office one week prior to the Council Meeting.

CITY OF VERMILLION REQUEST TO CLOSE CITY STREET

This application shall be completed in time to be submitted to the City Council for consideration. City Council meetings are the first and third Mondays of each month. Requests are to be submitted to the City Manager's office one week prior to the meeting to be included on the meeting agenda. The proposal shall contain all applicable information relative to the nature and purpose of the event for which the street will be closed. If additional space is needed, please attach additional sheets with the required information.

Organization Requesting University of South Dakota

Contact Person Dan Gaston Phone 6056585508

E-Mail Address Dan.Gaston@usd.edu

Contact Person Address 1001 N. Dakota Street - Room #A304U

Event D-Days Athletic Events Date(s) of Event October 7, 2016

Street(s) requested to be closed (Include a map if needed.)

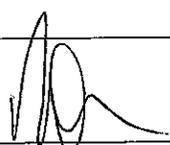
Street Rose Street from Coyote Village to DakotaDome

Street Closing Times 3:30 pm to 8:00 pm

If the street closing requested would affect other residents or businesses have they been notified of the request? Yes No

If approved, the contact person will need to make arrangements with the Street Department for barricades to properly denote the street closing. Have arrangements been made for clean up after the event and other facilities? Please describe:

USD will be responsible for all clean up

Signature of Applicant  Date 9/27/16

John Prescott

From: Gaston, Dan R [Dan.Gaston@usd.edu]
Sent: Wednesday, September 28, 2016 8:41 AM
To: Olson, Dianna
Cc: John Prescott
Subject: RE: Request to Close City Street
Attachments: 2016 Tailgate Map.pdf

Absolutely.

On October 7th USD will have 5 different events going on from 3pm to 7pm around the department. Below is the schedule for the 7th.

1. Soccer at 3pm
2. Swimming at 5:00pm
3. Volleyball at 5:30pm
4. University Celebration at 6:30pm
5. Vermillion HS Football at 7:00pm

Due to the overlapping of events, the need for additional ADA parking for the SCSC and the Dome, as well as help with overall parking operations, we would like to block Rose Street to control two entrances into the Dome Lots. Athletics will be staffing the Dome Lots, the West Lot and Lot 36 for the event. In The Dome lots, A and B will be for general parking, C will be reserved for disability, and D will be reserved for VIP parking for the University Celebration and Ribbon Cutting Event. Overflow parking for the Dome will be the West Lot and overflow for the SCSC will be Lot 36. We also expect a large student crowd down Rose street.

Dan Gaston
University of South Dakota
Senior Associate Athletic Director
Operations and Facility Management
Email: Dan.Gaston@usd.edu
Phone: 605-658-5508
Cell: 206-999-3248

From: Olson, Dianna
Sent: Tuesday, September 27, 2016 8:28 PM
To: Gaston, Dan R <Dan.Gaston@usd.edu>
Subject: Fwd: Request to Close City Street

Dan,

FYI.....please provide John with the info he is asking for. Thank you!

Dianna

Sent from my Verizon, Samsung Galaxy smartphone

HIGHWAY 50 BYPASS



STUDENT TAILGATE & TAILGATE NATION ENTRANCE ONLY

STUDENT TAILGATE

A, C & D PARKING: VIP ENTRANCE

W.H. OVER MUSEUM

WEST LOT GENERAL PARKING

ENTRANCE

STUDENT ENTRANCE

TAILGATE NATION PARKING PASS REQUIRED

PREFERRED PARKING PASS REQUIRED

PREFERRED PARKING PASS REQUIRED

DAKOTADOME

N. PUBLIC ENTRANCE

S. PUBLIC ENTRANCE

TAYLOR

SANFORD COYOTE SPORTS COMPLEX

COYOTE VILLAGE

-  PRIORITY PARKING LOTS A, C, D
-  OPEN PARKING LOT 36 & WEST
-  COYOTE TAILGATE NATION
-  HANDICAPPED PARKING

DAKOTA STREET

PEDESTRIAN TRAFFIC ONLY

N. UNIVERSITY STREET

LOT 36 GENERAL PARKING

ROSE STREET

McFADDEN HALL

WAGNER CENTER

ALUMNI STREET

COTTAGE STREET

DAKOTA STREET

PEDESTRIAN TRAFFIC ONLY

N. UNIVERSITY STREET

LOT 36 GENERAL PARKING

ROSE STREET

McFADDEN HALL

WAGNER CENTER

ALUMNI STREET

COTTAGE STREET

DAKOTA STREET

PEDESTRIAN TRAFFIC ONLY

N. UNIVERSITY STREET

LOT 36 GENERAL PARKING

ROSE STREET

McFADDEN HALL

Council Agenda Memo

From: John Prescott, City Manager

Meeting: October 3, 2016

Subject: Transmission Facility Assignment Agreement with MRES

Presenter: John Prescott

Background: In October 2015 Western Area Power Administration (WAPA) joined the Southwest Power Pool (SPP). SPP is a regional transmission organization that spans from roughly Oklahoma through North Dakota. Vermillion along with approximately half of the members of Missouri River Energy Services (MRES) is in the SPP footprint. As a regional transmission organization, SPP operates energy markets and transmission networks. The transmission assets of Vermillion appear to be eligible for inclusion in the SPP integrated system. At the August 15th meeting the City Council approved a professional services agreement with MRES for the filing of an annual transmission revenue requirement from SPP.

Discussion: Vermillion retains ownership of the transmission assets and is responsible for maintenance but with this agreement MRES would become the transmission agent to SPP. SPP would have functional control over the transmission assets. In return for having control over the local, member owned transmission assets, SPP would make annual percentage payments based on the depreciated cost of the city investment.

MRES has been working on the documentation for Vermillion to qualify for payments from SPP. This has involved working with SPP, specialized legal counsel to provide the documentation needed in the application, and submitting the application to the FERC filing consultant.

One step in the process and application to SPP is a Transmission Facility Assignment Agreement. The attached agreement provides that functional control of the transmission facilities would be assigned to MRES who would then assign functional control to SPP. MRES would serve as the City's Transmission Owner's agent for protesting or contesting billing or related matters with SPP. The agreement also provides revenue sharing services. SPP would remit SPP transmission asset payments to MRES that would be sent to the City.

The City Attorney has reviewed the agreement and worked with the MRES attorney to clarify language in the agreement. The agreement has been amended to reflect municipal insurance levels in South Dakota and a few minor changes.

Financial Consideration: There is no cost specifically related to the agreement at this time. Section 2.4 provides that the City would pay MRES for performing the services covered by the Transmission Facilities Assignment Agreement at the fees, costs and charges determined by the MRES Board. The MRES Board has not established any fees, costs or charges for the service at this time.

Conclusion/Recommendations: Administration recommends approval of the Transmission Facilities Assignment Agreement with MRES.

TRANSMISSION FACILITIES ASSIGNMENT AGREEMENT
MRES – Vermillion

This Transmission Facilities Assignment Agreement (the “Agreement”) is made and entered into this ___ day of _____, 2016, by and between **Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services**, a body corporate and politic organized under the laws of the State of Iowa, and existing under the intergovernmental cooperation laws of the States of Iowa, Minnesota, North Dakota, and South Dakota (“MRES”), and the **City of Vermillion, South Dakota**, a municipal corporation of the State of South Dakota (“Municipality”). MRES and Municipality are at times referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Municipality owns certain transmission facilities described in Exhibit A to this Agreement (the “Transmission Facilities”) which are integrated with the transmission system of Southwest Power Pool, Inc., a regional transmission organization (the “RTO”) authorized and approved by the Federal Energy Regulatory Commission (“FERC”).

WHEREAS, Municipality desires to obtain revenue from the Transmission Facilities by assigning functional control of the Transmission Facilities to MRES and by engaging MRES to provide revenue sharing services, subject to the terms and conditions of this Agreement.

WHEREAS, MRES, in turn, will assign functional control of the Transmission Facilities to the RTO in accordance with the RTO’s Open Access Tariff, effective 2014 and subsequent revisions, as may be amended from time to time (collectively, the “Tariff”).

WHEREAS, the Parties desire to enter into this Agreement to define their respective rights and obligations with respect to the Transmission Facilities, and the receipt and distribution of revenue therefrom.

NOW THEREFORE, the Parties agree as follows:

1. ASSIGNMENT OF FUNCTIONAL CONTROL.

1.1 Assignment. Municipality hereby assigns and transfers to MRES functional control of the Transmission Facilities for the term of this Agreement. Upon termination of this Agreement, functional control of the Transmission Facilities shall revert back to Municipality without any further action by the Parties.

1.2 Subsequent Assignment. Municipality acknowledges and agrees that MRES, subsequent to the assignment described in Section 1.1 above, will assign and transfer functional control of the Transmission Facilities to the RTO in accordance with the Tariff and FERC rules.

1.3 Physical Control. Municipality at all times shall retain physical care and control of the Transmission Facilities, including without limitation all obligations to construct, repair, reconstruct, maintain, and insure the Transmission Facilities in accordance with Good Utility Practice (as defined in the Tariff). MRES shall have no responsibility or liability for physical care or control of the Transmission Facilities or any actions associated therewith.

a. Additional Facilities. In the event additional transmission facilities are constructed or acquired by Municipality during the term of this Agreement, and such facilities are eligible for cost recovery under the Tariff, the Parties, upon the request of Municipality, shall add such facilities to the Transmission Facilities by executing an amended Exhibit A which describes and incorporates such facilities. Upon execution of an amended Exhibit A, the additional facilities shall constitute Transmission Facilities for all purposes of this Agreement.

b. Other Obligations. In the event MRES is required by FERC, the RTO, or applicable law, rule or regulation to undertake, or to enter into an agreement with the RTO or any other person or entity to undertake, any obligation of physical construction, care or control of any Transmission Facilities (or any additional facilities described in subsection (a) above) or any other obligation outside of the revenue sharing services described in this Agreement, Municipality shall assume, carry out, and be responsible for all such obligations on MRES's behalf and shall indemnify, defend, and hold harmless MRES from and against any claims, damages, liabilities, costs and expenses (including attorneys' fees) arising from Municipality's failure to carry out such obligations. If requested by MRES, Municipality and MRES shall enter into one or more supplemental agreements to further define the obligations of Municipality, which agreement(s) may be attached hereto as Exhibit B. The election of MRES to not require a supplemental agreement shall not diminish or otherwise alter Municipality's obligations under this subsection.

c. Notification. Municipality shall notify MRES in writing as soon as practicable of any events, circumstances or occurrences relating to the Transmission Facilities which may be reasonably expected to affect either Party's rights or obligations under this Agreement.

1.4 Legal Compliance. Municipality shall comply with all laws, rules, and regulations applicable to the Transmission Facilities and the ownership, use and maintenance thereof. Without limiting the generality of the foregoing, Municipality shall retain all responsibility to comply with the rules and regulations of the North American Electric Reliability Corporation.

2. REVENUE SHARING SERVICES.

2.1 Appointment. Municipality authorizes and appoints MRES to serve as Municipality's Transmission Owner ("TO") agent (as defined in the Tariff) for all purposes required under the Tariff and for protesting or contesting, on its behalf, any errors in billing or related matters. Municipality authorizes MRES to obtain, on Municipality's behalf, rate recovery, and revenue distributions from the RTO and/or other TOs (as defined in the Tariff), as applicable, subject to the terms and conditions of this Agreement.

2.2 Services. Based on information provided by Municipality, MRES, on an annual basis, shall take all steps reasonably required to include the revenue requirement related to the Transmission Facilities in the Annual Transmission Revenue Requirement (as defined in the Tariff) for the RTO pricing zone in which the Transmission Facilities are located.

2.3 Revenues. MRES anticipates receiving monthly transmission revenue sharing payments from the RTO, paid to MRES either by the RTO or by other TOs in the RTO. MRES shall establish reasonable accounting procedures to distribute any such shared monthly transmission revenue, based on the FERC and/or RTO-approved Formula Rate Template (as defined in Section 2.7 below) for MRES, Municipality and other applicable TOs, after payment of allowable fees and costs as described in Section 2.4 below. MRES, subject to the fees and costs described in Section 2.4 and in accordance with the accounting procedures described above, shall disburse to Municipality the revenues received by MRES from the RTO and/or other TOs, as applicable, for use of the Transmission Facilities. Municipality acknowledges that MRES does not, and cannot, guaranty the receipt and disbursement of revenue with respect to the Transmission Facilities.

2.4 Fees and Costs. Municipality shall pay to MRES the following fees, costs and charges, in amounts and upon terms as may be established by the MRES Board of Directors from time to time: (a) reasonable administrative fees for MRES's services hereunder; (b) reimbursement of engineering, legal and other costs incurred by MRES in performing its services hereunder; (c) Municipality's allocable share of MRES costs incurred in performing its TO agent function, including costs incurred under the Tariff; and (d) any miscellaneous RTO charges reasonably allocable to Municipality which MRES may initially pay on Municipality's behalf, including administrative charges associated with the Transmission Facilities. At the option of MRES, MRES may offset the foregoing fees, costs, and charges against revenues to be disbursed to Municipality pursuant to this Agreement.

2.5 Payments to RTO. In the event payments are required to be made to the RTO with respect to the Transmission Facilities, such as FERC or RTO-ordered refunds of transmission revenues, Municipality, upon the request of MRES, shall pay to MRES any such required amount, plus any interest payable thereon, and MRES shall remit such payment to the RTO or other applicable payee. If deemed appropriate by MRES, MRES may advance the required payment to the RTO or other applicable payee, and Municipality shall reimburse MRES within ten days' of MRES's notice to Municipality of such payment.

2.6 Conditions to Payment. Municipality shall not be entitled to receive payments as described in this Agreement unless and until: (a) the Transmission Facilities are integrated into the RTO for transmission revenue sharing purposes, and (b) MRES begins to take, on behalf of Municipality, network transmission service under the Tariff.

2.7 Municipality Information. Municipality shall deliver to MRES, from time to time as requested by MRES, the following: (a) a copy of Municipality's most recent audited financial statements; (b) a formula rate template, in a form acceptable to the RTO and/or FERC, and approved by MRES, which calculates the annual revenue requirement for the Transmission Facilities (the "Formula Rate Template"); (c) written notice to MRES as to how revenues are to be delivered to Municipality; and (d) any other information, including technical information, MRES requests for purposes of carrying out its obligations under this Agreement. Municipality acknowledges and agrees that the foregoing information is necessary for MRES to effectively perform its services under this Agreement, and that MRES may withhold from Municipality any revenue payments hereunder until all such information is provided to MRES in acceptable form.

3. TERM.

3.1 Term. This Agreement shall become effective as of the later of November 1, 2016 or the date the RTO accepts Municipality's Formula Rate Template. The initial term of this Agreement shall expire on December 31, 2025. This Agreement shall automatically renew for additional periods of one (1) year each, unless either Party gives written notice to the other Party of its intention to terminate this Agreement not less than one (1) year prior to the end of the original term, or any extension thereof, unless otherwise agreed by the Parties.

3.2 Termination. This Agreement shall terminate prior to the end of the term described in Section 3.1 as set forth in this section below.

a. If for any reason MRES ceases, voluntarily or involuntarily, to be a TO, this Agreement shall terminate and the Parties shall work together to attempt to find an alternate TO to process Municipality's transmission revenue and to distribute any remaining revenues.

b. If for any reason the Power Sale Agreement (S-1) between MRES and Municipality expires or is terminated, this Agreement shall terminate upon the date of termination of the Power Sale Agreement (S-1).

c. Upon default by Municipality in making any payment or performing any other obligation required of it under this Agreement, this Agreement may be terminated at the option of MRES if such default is not cured within fifteen (15) days after delivery by MRES to Municipality of a written notice specifying the default.

d. Upon default by MRES in making any payment or performing any other obligation required of it under this Agreement, this Agreement may be terminated at the option of Municipality if such default is not cured within fifteen (15) days after delivery by Municipality to MRES of a written notice specifying the default.

e. If either Party's performance under the terms of this Agreement is reasonably determined by such Party to be contrary to law, this Agreement may be terminated by written notice provided by such Party to the other Party.

3.3 Effect of Termination. Termination of this Agreement will not relieve or release either Party from any of its obligations, and liabilities under this Agreement existing or arising prior to such termination. All provisions of this Agreement which by their nature are intended to survive, shall survive the termination of this Agreement. Without limiting the generality of the foregoing, Sections 7 and 8 shall survive the termination of this Agreement. In the event MRES is required to enter into any agreement with the RTO or any other person or entity as described in Section 1.3(b) above, Municipality shall cause MRES to be released from such agreement upon termination of this Agreement, or if such release cannot be obtained, Municipality shall continue to assume, carry out, and be responsible for all obligations of MRES under such agreement and shall indemnify, defend, and hold harmless MRES from and against any claims, damages, liabilities, costs and expenses (including attorneys' fees), arising from Municipality's failure to carry out such obligations.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Representations of MRES. MRES represents and warrants to Municipality as follows: (a) MRES is duly organized, validly existing, and in good standing under the laws of the State of Iowa; (b) MRES has taken all such actions as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby; and (c) this Agreement is a legal, valid, and binding obligation of MRES enforceable in accordance with its terms.

4.2 Representations of Municipality. Municipality represents and warrants to MRES as follows: (a) Municipality is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of South Dakota; (b) Municipality has taken all such actions as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby; and (c) this Agreement is a legal, valid and binding obligation of Municipality enforceable in accordance with its terms.

5. TRANSMISSION DEVELOPMENT RIGHTS.

5.1 Development Rights. The Parties acknowledge and agree that Municipality, now or in the future, may have or receive rights, options or other interests, pursuant to federal, state or local law, to develop and/or own, or to participate in the development and/or ownership of, transmission facilities that connect to the Transmission Facilities or other transmission facilities of Municipality (the "Development Rights"). The Parties agree that, for purposes of this Agreement, Development Rights shall include only those rights, options or other interests associated with transmission facilities to be located outside of the city limits of Municipality not intended to solely meet the needs of Municipality.

5.2 Notice of Development Rights. Each Party, within ten (10) days of the date upon which such Party is first notified or becomes aware of any Development Rights, shall provide written notification to the other Party of the Development Rights.

5.3 Right to Receive Transfer. Municipality hereby grants to MRES or its assignee, during the term of this Agreement, the irrevocable right to receive assignment and transfer of any Development Rights of Municipality, to the extent permitted by applicable law, as additional consideration to MRES for the performance by MRES of its obligations under this Agreement.

5.4 Exercise of Right. MRES or its assignee, to exercise its rights under Section 5.3 above, shall provide written notice to Municipality of such exercise within sixty (60) days after MRES provides or receives, as is applicable, written notice under Section 5.2 above. In the event MRES or its assignee elects to receive assignment and transfer of Development Rights, Municipality shall execute, and deliver all documents required to further memorialize such assignment and transfer. Upon MRES's receipt of Development Rights, MRES may determine, in its sole discretion based on its review and analysis of the development opportunity, whether or not to utilize and participate in the Development Rights.

6. FORCE MAJEURE.

6.1 Notice; Suspension. In the event either Party fails wholly or in part to carry out its obligations under this Agreement, and such failure is occasioned by or is in consequence of a Force Majeure Condition (as defined below), and if such Party gives written notice of the Force Majeure Condition to the other Party as soon as reasonably possible, the obligations of the Party giving such notice, insofar as affected by such Force Majeure Condition, shall be suspended during the continuance of the Force Majeure Condition.

6.2 Force Majeure Conditions. Force Majeure Conditions are those events or conditions not caused by, and beyond the reasonable control of, the affected Party. Force Majeure Conditions include without limitation: acts of God; natural disasters, including floods, earthquakes, and storms; cyberattacks; war, insurrection, terrorists acts or other unlawful acts against public order or authority; actions, restraints or orders or regulations by governmental, court or public authority; explosions, fires, freezing or other accidents or acts of sabotage causing breakage of machinery, transmission lines or equipment such that they prevent a Party from performing its obligations hereunder. The Parties agree that a change in price or market conditions does not constitute a Force Majeure Condition.

7. LIABILITY; INDEMNITY; INSURANCE.

7.1 Exclusive Remedies. The exclusive remedy of Municipality, and the exclusive liability of MRES, with respect to this Agreement shall be the recovery by Municipality of any funds received by MRES pursuant to Section 2 above which are attributable to the Transmission Facilities (less fees, costs and charges as described in this Agreement), if and to the extent MRES fails to remit such funds to Municipality as required by this Agreement. The exclusive remedy of MRES, and the exclusive liability of Municipality, with respect to this Agreement, shall be the recovery by MRES of any overpayments of transmission revenues and costs (including adders, true-ups, penalties, etc.) paid to Municipality, the recovery by MRES of all fees, costs and charges payable to MRES under this Agreement, and Municipality's full payment and performance of all indemnity obligations under Sections 1.3(b) and 7.3 below. The Parties waive every other claim or form of damage arising at law or in equity.

7.2 Waiver of Damages. In addition to the limitations described in Section 7.1, MRES, Municipality, and their respective officers, directors, employees and agents shall not be liable for special, indirect, incidental, punitive or consequential damages under, arising out of, or in connection with the performance or non-performance of this Agreement, whether based on contract, tort, strict liability, warranty, indemnity, or otherwise.

7.3 Indemnity. Municipality shall indemnify, defend and hold harmless MRES, and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs and expenses, including attorneys' fees, arising out of or related to: (a) the Transmission Facilities, including without limitation the construction, repair, re-construction, maintenance and use thereof; and (b) any failure of Municipality to perform any of its obligations under this Agreement.

7.4 Insurance. Municipality shall maintain the following insurance during the term of this Agreement with insurers acceptable to MRES: (a) employers' liability and workers' compensation insurance as required by applicable law; (b) commercial general liability insurance including premises and operations, personal injury, products and completed operations, explosion, and collapse coverages, with minimum limits of \$1,000,000 per occurrence and aggregate; and (c) comprehensive automobile liability insurance with minimum limits of \$1,000,000 per accident and aggregate. In the event MRES, due to its service as TO with respect to the Transmission Facilities, is required by the Tariff, FERC or the RTO to carry insurance in excess of the coverages required of Municipality under this section, MRES may require Municipality to obtain insurance equal to such excess required amounts and, in the event Municipality fails to obtain such additional insurance, MRES may obtain such insurance and charge the cost thereof to Municipality pursuant to Section 2.4 above.

8. GENERAL TERMS.

8.1 Notices. Any notice or other communication required or permitted under this Agreement (collectively a "Notice") shall be in writing and addressed to the other Party at the address and in the manner set forth below. Any change in the information set forth below shall be made in writing and delivered according to this section.

If to MRES:	If to Municipality:
Director, Legal	City Manager
3724 West Avera Drive	City of Vermillion
P. O. Box 88920	25 Center Street
Sioux Falls, SD 57109-8920	Vermillion, SD 57069
mrg.simon@mrenergy.com	

Each notice shall be deemed delivered on the earlier of: (a) its actual receipt, if delivered personally, by courier service, or by email, or (b) on the third day after the notice is postmarked for mailing by first class, certified or registered, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

8.2 Cooperation. The Parties shall cooperate with one another in the performance of the obligations under this Agreement, and to do so in such a way as to protect the non-taxable status of each Party. The Parties agree to execute and deliver such other and further documents and instruments as may be reasonably necessary to accomplish the purposes of this Agreement.

8.3 Assignment. Neither Party may assign its rights, or delegate its duties, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, MRES shall be entitled to assign its rights under Section 5 to WMPMA.

8.4 Binding Effect. All of the terms, covenants and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties and their respective successors, heirs, executors and permitted assigns.

8.5 Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the Parties and their respective successors and permitted assigns, any right, remedy or claim under or in respect to this Agreement.

8.6 Privacy and Security of Information on Individuals. MRES is a political subdivision that operates under the intergovernmental cooperation laws of the states in which it has members and thus is generally subject to public records laws analogous to those of its members. Such laws require that certain data collected or exchanged in carrying out the purposes of this Agreement shall be treated as non-public and confidential information, as defined by applicable law. A Party disclosing any such information in the performance of this Agreement shall designate in writing the information as confidential, using the phrase "Confidential, Subject to Restricted Access and Disclosure," or similar words. The Party receiving such designated information may not disclose the information to any third party, except as required by law, by a specific written agreement among the Parties and/or the subject of the information, or as otherwise provided in this section. If a Party in receipt of confidential information receives a request for disclosure of the confidential information and, in the opinion of legal counsel for the receiving Party, disclosure is required by law, such Party shall immediately inform the Party who disclosed the information prior to making any such disclosure. Each Party shall cooperate to enable the Party who disclosed the information, or other affected entities, if they so desire, to obtain a protective order or other reliable assurance that confidential treatment will be maintained consistent with applicable law. Each Party agrees to defend, indemnify and hold harmless the other Party and its officials, officers, agents, employees and volunteers from and against any claims resulting from the indemnifying Party's unauthorized and unlawful disclosure and/or use of data in violation of the terms of this section. The terms of this section shall survive the termination of this Agreement for a term as provided by law or, in the absence of a specific law, as provided by records management policies of each respective Party.

8.7 Severability. If any provision of this Agreement is determined to any extent to be invalid, the remainder of this Agreement shall not be affected and every other provision of this Agreement shall be valid and in force to the fullest extent allowed by law.

8.8 Waiver. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8.9 Entire Agreement; Amendments. This Agreement, and all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any agreement made hereafter shall be ineffective to change, modify or discharge, in whole or in part, the terms of this Agreement, unless such agreement is in writing and signed by the Party against whom enforcement of the change, modification or discharge is sought.

8.10 Counterparts; Facsimiles. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signature thereon shall be considered for all purposes as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Transmission Facilities Assignment Agreement as of the date set forth above.

MISSOURI BASIN MUNICIPAL POWER
AGENCY d/b/a MISSOURI RIVER ENERGY
SERVICES

Sign: _____
Print: _____
Title: _____

CITY OF VERMILLION, SOUTH DAKOTA

Sign: _____
Print: _____
Title: _____

EXHIBIT A
TO
TRANSMISSION FACILITIES ASSIGNMENT AGREEMENT

-TRANSMISSION FACILITIES-

The Transmission Facilities of Municipality subject to this Agreement are as follows:

Substations

Main Substation 115kV

Transmission Lines

Spirit Mount Substation to Main Substation 115kV 11.76 miles

Main Substation to Spirit Mount Substation 115kV 11.32 miles

MISSOURI BASIN MUNICIPAL POWER
AGENCY d/b/a MISSOURI RIVER ENERGY
SERVICES

Sign: _____
Print: _____
Title: _____

Dated: _____

CITY OF VERMILLION, SOUTH DAKOTA

Sign: _____
Print: _____
Title: _____

Dated: _____

EXHIBIT B
TO
TRANSMISSION FACILITIES ASSIGNMENT AGREEMENT

-SUPPLEMENTAL AGREEMENTS-

Attached hereto are the following supplemental agreements, if any, entered into between MRES and Municipality, as described in Section 1.3(b) of the Agreement:

No Supplement Agreements have been entered into at this time.

Council Agenda Memo

From: Jose Dominguez, City Engineer
Meeting: October 3, 2016
Subject: Resolution for Comprehensive Funding Agreement with SD DOT for Design and Construction of a Shared Used Path
Presenter: Jose Dominguez

Background: The City received \$750,000 in High Priority Project Funds through the efforts of former Senator Tim Johnson. This money has been utilized to construct several sections of shared used paths in Vermillion. A portion of the path constructed along the Vermillion River with these funds was closed in 2012 soon after it opened to the public. This section of the path was closed due to river bank erosion.

The repair/construction of the shared use path is planned for 2017. However, this depends on conversations with the adjacent landowners due to the fact that the City has to acquire easements for the shared use path.

Discussion: As part of the funding agreement, the City Council needs to pass a resolution accepting the agreement with the DOT. This agreement stipulates how the funding will be made and also has criteria that needs to be followed during the construction and future maintenance of the path. The City has entered into similar agreements with the DOT for the Cherry Street project, Stanford Street, Crawford Road, Main Street, and the West Main Mill and Overlay project.

Financial Consideration: The cost to the City, at this point, has been nothing. The funds available are \$85,295.76. The City will have to provide a 18.05% match, or \$18,786.92, for a total of \$104,082.68. It is estimated that this money will be used for surveying, design and construction inspection. Any funds not used during engineering will be used to pay a contractor for the construction of the path. However, the City will be largely, if not solely, responsible for the construction cost.

Conclusion/Recommendations: Administration recommends approving the resolution approving the funding agreement.

Resolution
Accepting the Funding Agreement between the Department of
Transportation and the City of Vermillion for Letting and Construction of
Project EM 8014(36), City of Vermillion, PCN 05NK

WHEREAS, the City of Vermillion wishes to repair/construct a shared used path either along the Vermillion River or alternate route as approved by the Council; and

WHEREAS, the funding agreement provides for the use of up to \$85,295.76 of grant funds with a local match of \$18,786.92 for a shared use path; and

WHEREAS, the Governing Body of the City of Vermillion is asked by the South Dakota Department of Transportation to approve the above mentioned funding agreement by resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Vermillion accepts the Funding Agreement between the Department of Transportation and the City of Vermillion for Letting and Construction of Project EM 8014(36), City of Vermillion, PCN 05NK.

Dated at Vermillion, South Dakota this 3rd day of October, 2016.

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: Mike Carlson, Finance Officer
Meeting: October 3, 2016
Subject: Resolution to Change Storm Drainage Fee
Presenter: Mike Carlson

Background: The storm drainage fund was created in 1992 whereby all real property within the city is charged an annual fee for the operation, maintenance, and capital improvements of the storm sewer and drainage system. The fee is based on the lot area, a runoff-weighting factor, and the unit financial charge. The fee is collected as part of the property tax collection process.

Discussion: In 2016, the City is projected to receive approximately \$219,000 from this fee. With the proposed increase, the City would collect \$227,700 in 2017. Due to the cost of the projects, and the rate of collection, the City has historically collected storm drainage fees for a couple of years before funding a project. In 2016, the City budgeted \$20,000 for storm sewer repairs, \$80,000 for engineering for projects in the Brooks Business park, Erickson Business park and Linden Ravine and \$60,000 for storm water system improvements on Burbank Road. For 2017, the budget includes \$25,000 for completion of engineering projects started in 2016, \$15,000 for storm sewer repairs and \$550,000 for Erickson Business park and Linden Ravine construction projects. The increase in the fee ensures that there is enough funding for future projects. The City Council will need to take action in the future to authorize proceeding with the Erickson Business Park or the Linden Ravine construction projects.

During the budget review, an increase in the fee was discussed and was included in the recently adopted 2017 budget. Increasing the fee will help generate revenue to pay the increasing costs of projects related to storm drainage.

Financial Consideration: The proposed increase in the fee is less than 3.9%. By increasing the fee, this amount will generate just over \$8,700 in additional revenue for 2017. A single-family home on a lot of 10,000 square feet would see their annual fee change from \$27.75 to \$28.87 with this proposal.

Conclusion/Recommendations: Administration recommends adoption of the resolution to increase the storm drainage fee.

RESOLUTION TO CHANGE STORMDRAINAGE FEE

WHEREAS, Section 53-135 of the 2008 Revised Ordinances of the City of Vermillion allows the City Council to change the city wide property drainage fee; and

WHEREAS, during the annual budget it was determined there were not sufficient revenues in the stormdrainage fee fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing body of the City of Vermillion, South Dakota, at a regular meeting thereof of said City at 7:00 p.m. on the 3rd day of October, 2016 that the fee be changed as follows:

The unit financial charge shall be ~~\$0.00037~~ \$0.000385.

Dated at Vermillion, South Dakota this 3rd day of October, 2016.

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

By _____
John E. (Jack) Powell, Mayor

ATTEST:

By _____
Michael D. Carlson, Finance Officer

Approved: October 3, 2016
Published: October 14, 2016
Effective: November 3, 2016

RESOLUTION TO CHANGE STORMDRAINAGE FEE

WHEREAS, Section 53-135 of the 2008 Revised Ordinances of the City of Vermillion allows the City Council to change the city wide property drainage fee; and

WHEREAS, during the annual budget it was determined there were not sufficient revenues in the stormdrainage fee fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing body of the City of Vermillion, South Dakota, at a regular meeting thereof of said City at 7:00 p.m. on the 3rd day of October, 2016 that the fee be changed as follows:

The unit financial charge shall be \$0.000385.

Dated at Vermillion, South Dakota this 3rd day of October, 2016.

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

By _____
John E. (Jack) Powell, Mayor

ATTEST:

By _____
Michael D. Carlson, Finance Officer

Approved: October 3, 2016
Published: October 14, 2016
Effective: November 3, 2016

CITY OF VERMILLION
 ACCOUNTS PAYABLE-OCTOBER 3, 2016

1 A & A REFRIGERATION	REPAIRS	771.50
2 A-OX WELDING SUPPLY CO	BULK CO2	1,007.74
3 AGK ELECTRIC	UNDERGROUND REIMBURSEMENT	940.00
4 AM CONSERVATION GROUP, INC	LED BULBS	2,233.53
5 APPEARA	SUPPLIES	109.12
6 ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	305.06
7 AUTO DETAILING GARAGE	SERVICES	150.00
8 AUTOMATIC BUILDING CONTROL	ANNUAL INSPECTION	446.00
9 BAKER & TAYLOR BOOKS	BOOKS	524.61
10 BARCO MUNICIPAL PRODUCTS	SUPPLIES	549.14
11 BARKLEY ASPHALT	SUPPLIES	477.64
12 BHS MARKETING, LLC	SODA ASH	13,645.72
13 BIERSCHBACH EQPT & SUPPLY	SUPPLIES	637.05
14 BILLION AUTO	REPAIRS	780.64
15 BLACKSTONE AUDIO INC	BOOKS	150.00
16 BLAKE CARVER	WEB HOSTING	104.00
17 BOB IVERSON	MEALS REIMBURSEMENT	47.00
18 BORDER STATES ELEC SUPPLY	PARTS	1,417.66
19 BOUND TREE MEDICAL, LLC	SUPPLIES	1,501.70
20 BRITZ STORE EQUIPMENT, INC	LIQUOR STORE SHELVEING	10,258.03
21 BRYAN BERINGER	GYM MEMBERSHIP/TRAVEL REIMB	418.04
22 BUILDERS CHOICE	LIONS PARK BATHROOM	49,621.00
23 BUTCH'S PROPANE INC	PROPANE	221.71
24 BUTLER MACHINERY CO.	PARTS	421.44
25 CAMPBELL SUPPLY	SUPPLIES	713.82
26 CASK & CORK	MERCHANDISE	738.00
27 CENTURYLINK	TELEPHONE	745.77
28 CHARLES CLARK	REFUND AMBULANCE OVERPAYMENT	78.03
29 CHESTERMAN CO	MERCHANDISE	978.83
30 CHRIS NISSEN	SAFETY BOOTS REIMBURSEMENT	100.00
31 CITY OF SIOUX FALLS	WATER TESTING	116.00
32 CITY OF VERMILLION	COPIES/POSTAGE	1,173.21
33 CITY OF VERMILLION	UTILITY BILLS	42,853.47
34 CLASS C SOLUTIONS GROUP	SUPPLIES	348.47
35 CLAY CO REGISTER OF DEED	FILING FEE-EASEMENTS	150.00
36 CLAY COUNTY EMS ASSOCIATION	CPR CARDS	15.00
37 CLAY RURAL WATER SYSTEM	PARTS	36.15
38 COLONIAL LIFE ACC INS.	INSURANCE	3,114.34
39 CONTINENTAL RESEARCH CORP	SUPPLIES	684.33
40 COUNTING CARS.COM	COUNT KIT/SOFTWARE	2,678.67
41 COYOTE CONVENIENCE	FUEL	10.84
42 CROUCH RECREATION	BLISS POINTE PARK EQUIPMENT	58,571.24
43 CRYSTAL BRADY	GYM REIMBURSEMENT REIMB	10.50
44 D-P TOOLS	TOOLS	599.95
45 DAKOTA BEVERAGE	MERCHANDISE	5,795.25
46 DAKOTA PC WAREHOUSE	SUPPLIES/COMPUTER	369.96
47 DAKOTA PUMP & CONTROL CO.	INSPECTION AGREEMENT	1,994.69
48 DAKOTA PUMP INCORP	LIFT STATION REPAIRS	16,840.51
49 DAKOTA RIGGERS & TOOL SUPPLY	SUPPLIES	114.64
50 DAKOTA SUPPLY GROUP	SUPPLIES	326.88
51 DALE HUSBY	SAFETY GLASSES REIMBURSEMENT	150.00
52 DANKO EMERGENCY EQUIPMENT	FIRE FIGHTER EQUIPMENT	22,856.92
53 DEL FIRE STORE	SCBA ID BANDS	740.72
54 DELTA DENTAL PLAN	INSURANCE	6,293.40
55 DENNIS MARTENS	MAINTENANCE	833.34

56 DEPT OF REVENUE	TESTING	255.00
57 DGR ENGINEERING	PROFESSIONAL SERVICES	10,694.00
58 DIAMOND VOGEL PAINTS	PARTS	272.39
59 E.A SWEEN COMPANY	MERCHANDISE	124.83
60 EARTHGRAINS BAKING CO'S INC	MERCHANDISE	140.79
61 ECHO ELECTRIC SUPPLY	SUPPLIES	2,613.19
62 ELBO COMPUTING RESOURCES	SOFTWARE	144.00
63 ELDON NYGAARD	WATER/SEWER CERTIFICATE	4,548.21
64 ELECTRONIC ENGINEERING	REPAIRS	249.80
65 ENERGY LABORATORIES	TESTING	1,070.00
66 F.D SIGNWORKS, LLC	NAME TAGS	332.63
67 FARMER BROTHERS CO.	SUPPLIES	185.90
68 FARNER BOCKEN COMPANY	SUPPLIES	785.26
69 FAST AUTO GLASS	REPAIRS	200.00
70 FEDEX.	SHIPPING	11.81
71 FLAGS UNLIMITED	FLAGS	461.73
72 FRED HAAR CO, INC	REPAIRS	853.13
73 GERSTNER OIL CO	JET FUEL	7,989.20
74 GLOBAL DIST.	MERCHANDISE	135.00
75 GLOBAL EQUIPMENT COMPANY	SUPPLIES	135.91
76 GOVERNMENT FINANCE OFFICER ASSOC	MEMBERSHIP	170.00
77 GRAHAM TIRE CO.	TIRES	942.64
78 GRAINGER	REPAIRS	121.55
79 GRAYMONT CAPITAL INC	CHEMICALS	8,029.65
80 GREGG PETERS	FREIGHT	1,768.80
81 GREGG PETERS	RENT	937.50
82 HANSEN LOCKSMITHING	REPAIRS	105.00
83 HARTINGTON TREE LLC	TREES	1,700.00
84 HAUFF MID-AMERICA SPORTS	RECREATION TEAM SHIRTS	328.75
85 HAUGER LAWN SERVICE	MOWING	128.00
86 HD SUPPLY WATERWORKS	SUPPLIES	16,908.11
87 HELMS & ASSOCIATES	PROFESSIONAL SERVICES	4,748.61
88 HERREN-SCHEMPP BUILDING	SUPPLIES	21.16
89 HILLYARD FLOOR CARE SUPPLY	SUPPLIES	177.44
90 HOA SOLUTIONS, INC	REPAIRS	640.50
91 HY VEE FOOD STORE	SUPPLIES	227.18
92 IN CONTROL, INC	REPAIRS	3,441.25
93 INDEPENDENCE WASTE	WASTE HAULING/PORTABLE TOILET RENTAL	1,512.45
94 INGRAM	BOOKS	1,600.23
95 ISTATE TRUCK CENTER	PARTS	35.14
96 JACKS UNIFORM & EQPT	UNIFORMS	315.15
97 JANITOR'S CLOSET, LTD	SUPPLIES	78.68
98 JERRY'S CHEVROLET BUICK GM	PARTS	699.57
99 JOHN A CONKLING DIST.	MERCHANDISE	1,886.15
100 JOHNSON BROTHERS OF SD	MERCHANDISE	12,767.41
101 JOHNSON CONTROLS	REPAIRS/SERVICE AGREEMENTS	3,056.17
102 JOHNSTONE SUPPLY	SUPPLIES	557.76
103 JONES FOOD CENTER	SUPPLIES	1,318.84
104 JOSE DOMINGUEZ	MEALS REIMBURSEMENT	220.00
105 KARSTEN MFG CORP	MERCHANDISE	304.10
106 KNIFE RIVER MIDWEST, LLC	ASPHALT	4,448.60
107 LEGGETTE, BRASHEARS & GRAHAM	PROFESSIONAL SERVICES	1,032.75
108 LEISURE LAWN CARE	REPAIRS	286.50
109 LESLIE SAWYERS	WATER HEATER REBATE	315.00
110 LIBERTY TIRE RECYCLING LLC	HAUL TIRES	97,540.27
111 LIFE-ASSIST, INC	SUPPLIES	111.80
112 LOCATORS AND SUPPLIES, INC	UNIFORM SHIRTS	1,033.27
113 M & M CONSTRUCTION LLC	STORM DRAINAGE IMPROVEMENTS	30,697.50

114	MAINLAND ENGRAVING LLC	MEDALS/RIBBONS	90.20
115	MALLOY ELECTRIC	PARTS	95.00
116	MART AUTO BODY	TOWING	675.00
117	MASABA INC	PARTS	1,331.74
118	MATHESON TRI-GAS, INC	SUPPLIES	124.01
119	MATT TAGGART	MEALS/MILEAGE REIMBURSEMENT	295.60
120	MATTHEW BENDER & CO, INC	SUBSCRIPTION	162.32
121	MCCULLOCH LAW OFFICE	PROFESSIONAL SERVICES	2,051.60
122	MEAD LUMBER	SUPPLIES	194.76
123	MECHANICAL, INC	PRENTIS PARK POOL CONTRACT	212,585.35
124	MEDICAL WASTE TRANSPORT, INC	HAUL MEDICAL WASTE	220.33
125	MEDICO LIFE & HEALTH INSURANCE	INSURANCE	400.78
126	MERRICK INDUSTRIES	REPAIRS	4,960.26
127	MICROFILM IMAGING SYSTEMS	SERVICE AGREEMENT	387.50
128	MID-AMERICAN RESEARCH CHEMICALS	SUPPLIES	548.60
129	MIDWEST ALARM CO	ALARM MONITORING	231.75
130	MIDWEST BUILDING MAINTENANCE	MAT SVC	404.90
131	MIDWEST READY MIX & EQUIPMENT	REPAIRS	390.50
132	MIDWEST TURF & IRRIGATION	PARTS	516.32
133	MILLS & MILLER, INC	DEICING SALT	1,450.00
134	MISSOURI RIVER ENERGY SERVICE	REGISTRATION FEE	100.00
135	MISSOURI VALLEY MAINTENANCE	REPAIRS	958.69
136	MOBOTREX MOBILITY & TRAFFIC	REPAIRS	527.76
137	MUSCO SPORTS LIGHTING, LLC	PARTS	280.78
138	NATIONWIDE INSURANCE	NOTARY BOND	100.00
139	NCL OF WISCONSIN, INC	SUPPLIES	191.12
140	NETSYS+	PROFESSIONAL SERVICES	1,765.62
141	NEW YORK LIFE	INSURANCE	35.01
142	NEWMAN TRAFFIC SIGNS	SUPPLIES	3,079.29
143	O'REILLY AUTO PARTS	PARTS	12.99
144	OLSON MEDICAL CLINIC	EXAM	185.00
145	OVERHEAD DOOR OF SIOUX CITY	REPAIRS	530.81
146	PAULS PLUMBING	REPAIRS	229.71
147	PCC, INC	COMMISSION	2,379.38
148	PENWORTHY COMPANY	BOOKS	495.09
149	POLLMAN EXCAVATION	CRUSHED CONCRETE	13,717.51
150	PRECISION LAWN CARE	MOWING	187.50
151	PRECISION PAINTING	REPAIRS	243.78
152	PRESSING MATTERS	SUPPLIES	198.00
153	PRESTO-X-COMPANY	INSPECTION/TREATMENT	97.65
154	PRINT SOURCE	SUPPLIES	146.50
155	QUALITY BOOKS INC.	BOOKS	295.16
156	QUILL	SUPPLIES	530.32
157	RACOM CORPORATION	MAINTENANCE	447.85
158	RAGNASOFT, INC	SUBSCRIPTION	1,225.00
159	RECORDED BOOKS, INC	BOOKS	430.00
160	REFLECTIVE APPAREL FACTORY	UNIFORM SHIRTS	328.46
161	REINHART FOODSERVICE, LLC	MERCHANDISE	383.15
162	REP COM INTERNATIONAL, LLC	LINE LOCATING KIT	3,696.61
163	REPUBLIC NATIONAL DIST.	MERCHANDISE	10,777.04
164	RICCHIO INC.	PRENTIS PARK POOL CONTRACT	297,572.00
165	RIVERSIDE HYDRAULICS & LAB	PARTS	229.09
166	ROBERT GARD	UNIFORMS	150.00
167	RYAN HOUGH	GYM MEMBERSHIP/TRAVEL REIMB	297.05
168	SANFORD HEALTH PLAN	PARTICIPATION FEES	51.00
169	SANITATION PRODUCTS	PARTS	529.31
170	SCHAEFFER MFG. CO	SUPPLIES	638.40
171	SD ASSOC. OF RURAL WTR SYSTEM	ANNUAL DUES	1,100.00

172 SD GOLF ASSOCIATION	HANDICAP	1,145.00
173 SD PUBLIC ASSURANCE ALLIANCE	POOL BUILDERS RISK COVERAGE	3,306.33
174 SD RETIREMENT SYSTEM	CONTRIBUTIONS	52,387.45
175 SD SECRETARY OF STATE	NOTARY BOND FILING FEE	30.00
176 SDLA CONFERENCE	REGISTRATION	50.00
177 SERVALL TOWEL & LINEN	SHOP TOWELS	29.40
178 SHARON FENG	WATER HEATER REBATE	150.00
179 SIGN PRO	SUPPLIES	840.00
180 SIOUX FALLS TWO WAY RADIO	RADIO	555.97
181 SOOLAND BOBCAT	REPAIRS	6,779.29
182 SOUTHERN GLAZER'S OF SD	MERCHANDISE	1,792.60
183 STEWART OIL-TIRE CO	REPAIRS	421.75
184 STUART C. IRBY CO.	SUPPLIES	749.00
185 STURDEVANTS AUTO PARTS	PARTS	1,405.06
186 TASER INTERNATIONAL	SUPPLIES	290.16
187 TAYLOR MADE	MERCHANDISE	203.85
188 THE WALKING BILLBOARD	UNIFORMS	142.00
189 TIM TAGGART	MEALS REIMBURSEMENT	41.00
190 TITAN MACHINE-PRODUCTIVITY	PARTS	3,004.16
191 TITAN MACHINERY	REPAIRS	8,958.14
192 TITAN RENTALS	EQUIPMENT RENTAL	2,929.60
193 TITLEIST DRAWER CS	MERCHANDISE	1,753.02
194 TRI-B-TRIM SHOP	REPAIRS	390.00
195 TROY GREGOIRE	WATER HEATER REBATES	600.00
196 TRUCK-TRAILER SALES	REPAIRS	140.00
197 TRUE BRANDS	MERCHANDISE	1,336.08
198 TRUE VALUE	SUPPLIES	318.79
199 TURNER PLUMBING	REPAIRS	1,188.78
200 TYLER ZIMMERMAN	SAFETY GLASSES REIMBURSEMENT	150.00
201 UNITED WAY	CONTRIBUTIONS	507.70
202 UNIVERSITY CLEANERS	SUPPLIES	86.00
203 USA BLUEBOOK	PARTS	2,198.40
204 VAST BROADBAND	E911 CIRCUIT/DIAL-UP SERVICE	1,415.45
205 VERIZON WIRELESS	CELL PHONES	2,012.93
206 VERMEER HIGH PLAINS	SUPPLIES	99.35
207 VERMILLION ACE HARDWARE	SUPPLIES	789.48
208 VERMILLION CHAMBER OF COMMERCE	CONTRIBUTION/VERMILLION BUCKS	50,150.00
209 VERMILLION CONCRETE	CONCRETE WORK	7,620.17
210 VISA/FIRST BANK & TRUST	FUEL/LODGING/SUPPLIES	10,200.69
211 WAL-MART COMMUNITY	SUPPLIES	738.61
212 WALKER CONSTRUCTION	REPAIRS	1,122.00
213 WALT'S HOMESTYLE FOODS, INC	MERCHANDISE	322.00
214 WELFL CONSTRUCTION CO	PRENTIS PARK POOL CONTRACT	282,066.73
215 WESCO DISTRIBUTION, INC	METERS/PARTS	4,535.00
216 WHEELCO	SUPPLIES	1,192.65
217 WILLIAMS & CO.	AUDIT FEE	1,750.00
218 WIN-911 SOFTWARE	MAINTENANCE	495.00
219 YAMAHA GOLF & UTILITY	GOLF CAR LEASE	7,544.34
220 YANKTON FIRE & SAFETY	EXTINGUISHER RECHARGE	72.50
221 YANKTON JANITORIAL SUPPLY	SUPPLIES	527.23
222 ZEE MEDICAL SERVICE	SUPPLIES	513.80
223 ZIEGLER INC	REPAIRS	1,730.79
224 ZIMCO SUPPLY CO	SUPPLIES	4,822.00
225 ZUERCHER TECHNOLOGIES LLC	MAINTENANCE	278.00
226 TROY GREGOIRE	BRIGHT ENERGY REBATE	528.00
227 MARTY NYGREN	BRIGHT ENERGY REBATE	254.00
228 IAN MAY	BRIGHT ENERGY REBATE	175.00
	GRAND TOTAL	\$1,534,281.92