



City of Vermillion Council Agenda

7:00 p.m. Regular Meeting
Monday, December 17, 2012
City Council Chambers
25 Center Street
Vermillion, South Dakota 57069

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
 - a. December 3, 2012 Special Session; December 3, 2012 Regular Session; December 11, 2012 Special Session.
4. **Adoption of the Agenda**
5. **Visitors To Be Heard**
6. **Public Hearings**
7. **Old Business**
 - a. Second Reading of Ordinance 1291 – 2012 Budget Supplemental Appropriations Ordinance.
8. **New Business**
 - a. Ordinance 1293 – amending Chapter 51 Electrical and Chapter 53 to provide for right of entry for inspection, tampering, and meter access.
 - b. Tapping Fee Agreement with RADHA, Inc.-Holiday Inn Express. Lot 1, Block 5, Partridge Addition (1200 N. Dakota Street).
 - c. Commercial Collectors License renewals.
 - d. Memorandum of Understanding between Mr. David Howard and City of Vermillion.
 - e. Amendment to Hangar Lease Agreement with Mr. David Howard.
 - f. Hangar Lease Agreement with the University of South Dakota.
 - g. Public Safety Center Board appointment.
 - h. Resolution to authorize the purchase of a Landfill Wheel loader utilizing the City of Vermillion's February 2012 bid.
 - i. Library Change Order #5.
9. **Bid Openings**
 - a. Fire Department Pumper Truck.
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.

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

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

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

Vermillion City Council's Values and Vision

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





Special Meeting Agenda

City Council

12:00 p.m. (noon) Special Meeting

Monday, December 17, 2012

Large Conference Room

25 Center Street

Vermillion, South Dakota 57069

1. **Roll Call**
2. **Educational Session – Discussion of a Naming policy for City buildings.**
3. **Briefing on the December 17, 2012 City Council Regular Meeting Agenda-** Briefings are intended to be informational only and no deliberation or decision will occur on this item. The briefing will take place at the table located at the bottom of the west basement stairs following the tour of the building. Library staff can direct the public to the basement table which will be utilized for the briefing.
4. **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.

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Unapproved Minutes
Council Special Session
December 3, 2012
Monday 12:00 noon

The special session of the City Council, City of Vermillion, South Dakota was held on Monday, December 3, 2012 at 12:00 noon at the Vermillion Public Library.

1. Roll Call

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

Absent: Ward

2. Informational Session - Tour of the Library construction project

Jane Larson, Librarian, provided a tour of the library expansion area and of the renovation in progress of the existing building. Jane answered questions of the City Council on the project.

3. Briefing on the December 3, 2012 City Council Regular Meeting Agenda

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

4. Adjourn

415-12

Alderman Osborne moved to adjourn the Council special session at 12:38 p.m. Alderman Collier-Wise seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 3rd day of December, 2012.

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
December 3, 2012
Monday 7:00 p.m.

The regular session of the City Council, City of Vermillion, South Dakota was called to order on December 3, 2012 at 7:00 p.m. by Mayor Powell.

1. Roll Call

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

2. Pledge of Allegiance

3. Minutes

A. November 19, 2012 Special Session; November 19, 2012 Regular Session; November 20, 2012 Special Session

416-12

Alderman Grayson moved approval of the November 19, 2012 Special Session minutes, November 19, 2012 Regular Session minutes and the November 20, 2012 Special Session minutes. Alderman Meins seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

4. Adoption of Agenda

417-12

Alderman Grayson moved approval of the agenda. Alderman Collier-Wise seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

5. Visitors to be Heard - None

6. Public Hearings

A. Public progress hearing for Community Development Block Grant Workforce Training

Janice Gravning, Planner with SECOG, reported that SECOG assisted the City and the VCDC as sub-applicant in applying for a Community Development Block Grant to expand the welding training program.

Janice stated that the grant was approved for \$32,500 for welding equipment, instructor and grant administration. The grant requires a local match of \$6,000, which is being provided by Masaba Mining as a partner with the VCDC, for consumable supplies for each training class. Janice stated that to date the equipment has been purchased and the first class under the grant is in process. The program is to provide welding training with the current class of 10 students will be completed in December. The equipment acquired with the grant will allow for increased class size with the next class scheduled for the first quarter of 2013. Janice stated that the public hearing is to receive any public comment on the grant program and she requested all present to sign the sheet being passed around.

Mayor Powell stated that this was a public hearing to receive any public comment on the job training program. Upon hearing no additional public comment, Mayor Powell thanked Janice and the VCDC for their assistance in expanding this training program and closed the public hearing. No formal action was taken.

B. Retail on-off sale malt beverage license for Jose Gonzalez for Mi Familia Mexican Restaurant at 7 Court Street Suite 101

Mike Carlson, Finance Officer, reported that an application was received from Jose Gonzalez for Mi Familia Mexican Restaurant at 7 Court Street Suite 101. The notice of hearing and Police Chief's report are included in the packet. This license would run until June 30, 2013. Mike noted that Jose is present to answer questions of the City Council.

418-12

Alderman Davies moved approval of the retail on-off sale malt beverage license for Jose Gonzalez for Mi Familia Mexican Restaurant at 7 Court Street Suite 101. Alderman Zimmerman seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

C. Retail on-off sale wine license for Jose Gonzalez for Mi Familia Mexican Restaurant at 7 Court Street Suite 101

Mike Carlson, Finance Officer, reported that an application was received from Jose Gonzalez for a retail on-off sale wine license for Mi Familia Mexican Restaurant at 7 Court Street Suite 101. This license would be for the calendar year 2013. The Police Chief's report was included with the previous item and notice of hearing was with the other license renewals.

419-12

Alderman Willson moved approval of the issuance of a 2013 retail on-off sale wine license for Jose Gonzalez for Mi Familia Mexican Restaurant at 7 Court Street Suite 101. Alderman Collier-Wise seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

D. Annual liquor and wine license renewals

Mike Carlson, Finance Officer, reported that this was the time set for the public hearing for the annual liquor and wine license renewals. The notice of hearing and the Police Chief's report is included in the packet. From the police report, there are four license holders that had failed compliance checks. As required by ordinance the management plans from the Fraternal Order of Eagles, Secure Success, LLC, Blue, Inc and Bonnie Rowland are included in the packet. Mike read the list of license applications requesting renewal.

Mike noted that, for City Council actions, the Council may first want to consider the Fraternal Order of Eagles licenses to allow Alderman Osborne to participate in the discussion on the remainder of the licenses. The second action would be to consider the renewal of the retail on-sale liquor license for the Old Lumber Company, Inc for the Old Lumber Company Bar and Grill at 15 Court Street. When the license was transferred from John Grunewaldt to the Old Lumber Company, Inc., on April 2, 2012, the motion to approve included the following condition "approval of the transfer of the on-sale liquor license to the Old Lumber Company, Inc. for the Old Lumber Company, at 15 Court Street for the interior of the building, at said location, as inactive pending final inspection of the building as being suitable to be occupied for this type of business". Farrel Christensen, Building Official, on October 4th issued a temporary occupancy permit limited to the main floor only and, as such, the business is currently limited to just the main floor not the second floor or basement. The City Council will need to determine if it wants to include the "interior of the structure" condition on the license. The third action would be to consider the renewal of the balance of the on-sale retail liquor licenses, on-off sale wine licenses, package wine (Farm Winery) license and municipal package off sale license.

420-12

Alderman Willson moved approval of the reissuance of the on-sale retail liquor license for the Fraternal Order of Eagles for Eagles Club at 114 W. Main. Alderman Zimmerman seconded the motion Alderman

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

421-12

Alderman Willson moved approval of the renewal of the on-sale retail liquor license for the Old Lumber Company, Inc for the Old Lumber Company Bar and Grill at 15 Court Street with the restriction that the license is for the interior of the building at 15 Court Street noting that the building official has issued a temporary occupancy for the first floor which may be expanded to the second floor and/or basement pending inspection by the building official that said location is suitable to be occupied for this type of business. Alderman Zimmerman seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

422-12

Alderman Osborne moved approval of the renewal of the following licenses: On-Sale-Retailer Liquor: Bebee Street II, LLC for Carey's Bar at 18 West Main; Charcoal Lounge, Inc. for Charcoal Lounge at 6 & 8 East Main; Leo's Sports Bar & Grill, LLC for Leo's Lounge at 11 South Market; Fraternal Order of Eagles for Eagles Club 2421 at 114 West Main; Bunyans, LLC for Bunyans at 1201 West Main; Main Street Pub, Inc. for Main Street Pub at 11 West Main; City of Vermillion for The Bluff's Golf Course at 2021 East Main; Maya Jane's, Inc. for Maya Jane's at 9 W Main; J.N.J. Management, Inc. for The Road House at 911 East Cherry; Red Steakhouse, Inc for Red Steakhouse at 1 East Main Street; Secure Success, LLC for Pro's Sports Bar at 912 North Dakota; Retail On-Off Sale Wine: Spanrex, Inc. for Chae's at 8 West Main; Mexico Viejo, Inc. for Mexico Viejo Mexican Restaurant 432 E Cherry; Blue Inc, for Little Italy's at 831 East Cherry; Bonnie K. Rowland for Raziel's at 13 West Main Street; HyVee Food Stores Inc. for HyVee at 525 West Cherry Street; Silk Road Café, Inc. for Silk Road Café at 12 West Main Street; Wal-Mart Stores, Inc. for Wal-Mart #3734 at 1207 Princeton Street; Café Brule, Inc. for Café Brule at 24 West Main; Red Steakhouse, Inc. for Red Steakhouse at 1 East Main Street; Package Wine (Farm Winery): Valiant Vineyards, Inc. for Valiant Vineyards at 1500 West Main; Municipal Off-Sale Package Liquor: City of Vermillion for Municipal Liquor Store at 826 Cottage. Alderman Ward seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

7. Old Business

A. Request from Todd & Michele Mechling for a variance from the zoning ordinance to have a concrete slab in the front yard at 1020 W. Main Street

Farrel Christensen, Building Official, stated that at the November 5, 2012 Council Meeting, the City Council, acting as the Board of Adjustment, heard a variance request from Todd & Michele Mechling. A 5-3 vote to approve the variance failed to meet the required 2/3 votes needed to pass, resulting in denial of the variance. At the November 19, 2012 Council meeting, a motion to reconsider was made and approved.

Farrel reported that a new public hearing has been advertised and posted to consider a variance to allow a 20' x 25.5' concrete pad in the required front yard set aside for landscaping and living ground cover.

Farrel noted that since the variance application was presented, a number of questions have been raised about front yard parking allowed in multi-family developments. The applicant has presented several pictures demonstrating front yard parking. While none of the pictures have demonstrated the same circumstances as the variance request, the applicant's point appears to have been about the amount of concrete at these properties in comparison to what he proposes. If the Council desires, staff can explain the particulars of each property and how it represents a different situation than the one at hand. While the initial notice was sent to the applicant when a vehicle was observed parked on the newly poured concrete, the proposal has been modified to eliminate parking.

Farrel stated that it is important to remember the City's landscaping ordinance promotes development, which is environmentally sensitive and aesthetically pleasing and requires at least 90% of the required front yard setback be landscaped and maintained with living ground cover. The remaining 10% is set aside for necessary stoops, steps and sidewalks connecting the front doors to the driveways and the like.

Farrel noted that the City Ordinance identifies the City Council as the Board of Adjustment and gives them the jurisdiction to hear and decide upon petitions for variances to vary the strict application of the height, area, setback, yard, parking or density requirements as will not be contrary to the public interest. For purposes of these regulations, public interest shall include the interests of the public at large within the city, not just neighboring property owners. This is a particularly important point with this variance request as every property has a front yard. Farrel stated that a list of variances granted since 2006 demonstrating circumstances unique to a property and the permissible uses was included in the packet.

Farrel stated that the ordinance states that the burden shall be on the applicant to prove the need for a variance. An unnecessary hardship must be established by the applicant who applies for the variance. An unnecessary hardship is a situation where, in the absence of a variance, an owner can make no feasible or reasonable use of the property. Convenience, loss of profit, financial limitations, or self-imposed hardship shall not be considered as grounds for approving a variance by the Board of Adjustment.

Farrel stated that in this case a hardship does not exist. The owner has other locations for the basketball court that are not prohibited. Only the first 25 feet of the yard is required to have and be maintained with living ground cover which is environmentally sensitive and aesthetically pleasing. In this case, several locations are available for a basketball court. The first is the existing driveway; almost all residential basketball courts are located in this area. Additional space is also available to the west of the home behind the required front yard. Either place would allow the owner a reasonable use of the property without the need for a variance. Farrel noted that the main concern of City staff is not the aggrieved person for this particular situation as the current owner has a track record of taking care of things. The main concern is the impact on the integrity of the ordinances of the City.

Farrel noted that the burden to prove the need for a variance is with the applicant and in this case not one of the regulations or hardships has been established. Farrel stated that City staff believes that issuance of a variance is not needed and that if granted would set a bad precedence and be harmful to the public by reducing landscaped areas and promoting the expansion of concrete pads in front yards throughout the City.

Todd Mechling, 1020 W. Main Street, stated that all he ever wanted was a basketball court noting that the front yard was the only level place on the lot that is screened by the house and hedges. Todd stated that the driveway slopes and the side yard will require considerable fill and both would require fencing to keep the ball from rolling away. He stated that the plan, as shown, is to promote development that is aesthetically pleasing to improve the property and the neighborhood. He stated that his neighbors are all in support of the variance. As to the landscape ordinance, he stated that no one knows such an ordinance existed. The basketball court was built for his sons and their friends to play in a safe environment. He requested approval of the variance as the improvements are aesthetically pleasing and promote development.

Austin Reno, resident of 1029 W Main, stated that he lives across the street from the property and sees the basketball court as a place where neighborhood children can safely play. He stated that Todd and Michelle have complete support of the neighborhood for the variance.

Liam Mechling, son of Todd and Michelle at 1020 W. Main, stated that he has practiced basketball on the court and that this will allow his friends to come and play basketball.

Thor Gesteland, resident of 1009 W. Main, stated that he saw children playing basketball there yesterday. The court promotes healthy activities and requested approval of the variance.

Kay Miller, resident of 1001 W Main, stated that to have her children at home with friends they are playing video games. The basketball court would provide a safe healthy alternative and requested approval of the variance.

Mark Daniels, resident of 401 S Pine, but friend of the family, asked the City Council to work together with the citizens to resolve the issue without following hard and fast rules.

Nick Koster, 46718 315th Street, stated that the variance is within the spirit of the law noting that we all want a nice town that is aesthetically pleasing.

Discussion followed by the City Council on the variance request, the precedence this variance may establish, including how the ordinance was developed through the Planning Commission, including the need to maybe review the ordinance and the review previous variances approved by the City Council.

423-12

Alderman Osborne moved approval of the variance from the zoning ordinance to have a 20' X 25.5' concrete slab in the front yard at 1020 W. Main Street. Alderman Collier-Wise seconded the motion. Discussion followed. A roll call vote of the Governing Body was as follows: Collier-Wise-Y, Davies-N, Grayson-N, Meins-Y, Osborne-Y, Ward-N, Willson-N, Zimmerman-N, Mayor Powell-N. Motion failed 3 to 6. Mayor Powell declared the motion failed.

8. New Business

A. 2013 Bluffs Golf Course fees

Kirk Hogen, Golf Pro, reviewed the proposed rates noting that during the August budget sessions the rates were presented and included in the adopted budget. Kirk noted that the rates proposed are a 3% increase on membership, green fees and all other charges. Kirk stated that the memberships have not been increased the past few years but these rates are in line with other comparable golf courses in the area. Kirk stated the food and beverage prices will be adjusted to reflect the increased cost of the merchandise. Kirk noted that they will continue to work on promotions to increase usage of the course and have ideas to promote usage in off peak times. Kirk and John Prescott answered questions of the City Council on the proposed rates and golf course operations.

424-12

Alderman Grayson moved approval of the following rates for Bluffs golf course for 2013:

The Bluffs Golf Course Fees
2013

Season Fees do not include tax

<u>SEASON GOLF PASSES</u>	<u>SEASON RANGE PASSES</u>	
2 Person Family	\$679 Family	\$269
(+ one child \$709 +2 or more	\$739 Adult	\$199
Adult	\$519 Junior	\$92
College(full time) or under 25	\$259	
Junior	\$129	
<u>PRIVATE CARTS</u>	<u>SEASON CART PASSES</u>	
Cart Storage	\$339 2 Person Family	\$659
Trail Fee (homeowners)	\$169 Adult	\$479

ALL DAILY RATES INCLUDE TAXES

GREEN FEES

9-hole Monday-Friday	\$17.00
18-hole Monday-Friday	\$23.00
9-hole Saturday-Sunday & Holidays	\$20.00
18-hole Saturday -Sunday & Holidays	\$31.00
9-hole punch card (10 rounds)	\$153.00 Mon-Fri
9-hole punch card (10 rounds)	\$166.50 Any day
9-hole punch card (15 rounds)	\$221.00 Mon-Fri
9-hole punch card (15 rounds)	\$240.50 Any day

CART RENTAL

9-hole car rental	\$11.00
9-hole car rental punch card (10 rounds)	\$198.00
18-hole car rental (per person)	\$16.00

DRIVING RANGE

Bag of balls	\$4.00
Punch cards (10 bags)	\$36.00

Corporate Punch Card (18 holes & ½ cart) 30 rounds \$999.00

HANDICAP \$26.00 plus tax

Alderman Ward seconded the motion. Discussion followed. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

B. Resolution Amending Ambulance Rates

Lee Huber, EMS Director, reported that the current rate schedule has been in effect since the beginning of 2010. He stated that, as the department's billing process has been reviewed, areas of financial loss were identified. Lee stated the proposed changes are to cover these areas as well as to position the City to be able to recover the costs of disposable supplies. Lee reviewed the changes proposed and answered questions of the City Council.

425-12

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

RESOLUTION AMENDING AMBULANCE RATES

WHEREAS, the City of Vermillion operates the ambulance service that serves the local area; and

WHEREAS, the City Council has established rates to recover the costs of providing the ambulance service; and

WHEREAS, due to increased operating costs of providing the ambulance service the City Council finds it necessary to adjust the rates in an effort to recover the costs of providing the ambulance service.

BE IT HEREBY RESOLVED by the Governing Body of the City of Vermillion, South Dakota, at a regular meeting thereof in the Council Chambers of said City at 7:00 p.m. on the 3rd day of December, 2012, that effective January 1, 2013 the following EMS Rates be established or changed as follows:

Vermillion/Clay County EMS Rates

On Scene Care BLS	\$400.00	Combi-Tube	\$75.00
Treat, No Transport BLS	\$75.00	Blood Glucose Check	\$10.00
ECG 3-Lead	\$35.00	ASL.BLS Mileage	\$12.00

ECG 12-Lead	\$45.00	Oral/Nasal Airway	\$7.50
Treat, No Transport ALS	\$125.00	ALS Non Emergency	\$500.00
Defibrillation BLS	\$45.00	Pulse Oximeter	\$10.00
Defibrillation ALS	\$45.00	ALS Emergency	\$660.00
Cardiac Monitoring	\$75.00	SAM Splint	\$20.00
IV Fluids/Supplies	\$50.00	BLS Non Emergency	\$425.00
Bag-Valve Mask	\$20.00	Disposable Splints	\$10.00
Esophageal Intubation	\$75.00	BLS Emergency	\$560.00
C-Collar	\$20.00	Spinal Immobilization	\$20.00
Oxygen Supplies	\$35.00	ALS2	\$800.00
Endotracheal Intubation	\$75.00	Suction Supplies	\$25.00
Extra Attendant ALS/BLS	\$35.00	On Scene Care-ALS	\$500.00

Dated at Vermillion, South Dakota this 3rd day of December, 2012.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

BY _____
John E. (Jack) Powell, Mayor

ATTEST:

BY _____
Michael D Carlson, Finance Officer

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

C. Declaration of an Emergency for the removal of the landfill baler building

Mike Carlson, Finance Officer, reported that the landfill building and contents were destroyed by a fire on October 22, 2012. The insurance company adjuster obtained quotes for the damaged equipment and arranged to have it removed. The insurance company adjuster contacted an engineering firm about a proposal to have the building demolition specifications developed but, in a conference call on November 26th, the insurance company said that it was up to the City to contract for the demolition of the building. As the cost of demolition will be reimbursed by the insurance company, the adjuster requested to have a review of the specifications and review of the proposals before the City issues any contract. During the conference call, Bob Iverson, Solid Waste Director, stated his concern about the structural ability of the building to withstand snow and ice

load as it is adjacent to the office building. Gary Hawkes, building inspector for the insurance company, agreed with Bob and suggested that the building be removed as soon as possible. To reduce the time required with the bidding process, it was suggested that the City Council declare an emergency to avoid the delays with advertising and obtaining quotes for the building removal. Mike recommended that the City Council recognize the need to remove the damaged building and declare that an emergency exists for safety at the landfill site. To accomplish this building removal, administrative staff needs to be authorized to obtain quotes and, subject to the approval of the insurance company, award a contract for the removal of the damaged landfill building with all such documentation included in the contract file.

Discussion followed with Bob Iverson, Solid Waste Director, noting that the specifications will include the salvaging of the metal and other materials to reduce the cost and that the concrete will not be removed at this time.

426-12

Alderman Grayson moved to declare that an emergency exists for safety at the landfill site to remove the damaged building and declare an emergency whereby administrative staff is authorized to obtain quotes without advertising for bids and award a contract for the building removal subject to the approval of the insurance company. Alderman Davies seconded the motion. Discussion followed. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

D. First Reading of Ordinance 1291 - 2012 Budget Supplemental Appropriations Ordinance

Mike Carlson, Finance Officer, reported that the supplemental appropriations ordinance is needed to adjust the budget for items that have changed since the budget was adopted in September 2012. Mike reviewed the amounts of the changes proposed in the General Fund, Second Penny Sales Tax Fund, E911 Fund, Library Fine and Gift Fund, Library Capital Projects Fund, Electric, Water, Wastewater and Landfill Utility Funds. Discussion followed.

427-12

Mayor Powell read the title to the above mentioned Ordinance and Alderman Willson moved adoption of the following Resolution:

BE IT RESOLVED, that the minutes of this meeting shall show that the title to proposed Ordinance No. 1291 entitled 2012 Budget Supplemental Appropriations Ordinance of the City of Vermillion, South Dakota has been read and the Ordinance has been considered for

the first time in its present form and content, at this meeting, being a regularly called meeting, of the Governing Body of the City on this 3rd day of December, 2012 at the Council Chambers in City Hall in the manner prescribed by SDCL 9-19-7 as amended.

The motion was seconded by Alderman Meins. After discussion, the question of adoption of the Resolution was put to a vote of the Governing Body and 9 members voted in favor of and 0 members voted in opposition to the motion. Mayor Powell declared the motion adopted.

E. Parking removal along N. Dakota Street in front of First United Methodist Church

Jose Dominguez, City Engineer, reported on the receipt of a letter from First United Methodist Church to restrict parking along Dakota Street for access to the handicapped ramp. Jose stated to sign this area would require the removal of three parking stalls leaving four parking stalls. Jose noted that he has talked to the adjoining property owners about removing the parking. Jose recommended approval of the resolution to remove parking along N. Dakota Street in front of First United Methodist Church handicapped ramp. Jose answered questions of the City Council.

428-12

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

RESOLUTION TO REMOVE PARKING ALONG A PORTION OF NORTH DAKOTA STREET BETWEEN EAST MAIN AND EAST NATIONAL STREETS

WHEREAS, pursuant to City of Vermillion Code of Ordinances, section 70.071, the City Council may establish, and cause to be designated and marked, streets, and parts thereof, where vehicles may be parked for limited periods of time only or similarly may establish no-parking areas; and

WHEREAS, the City is responsible for the safety, security, and general welfare of drivers along city streets; and

WHEREAS, there is a need for some of the parking along North Dakota Street to be removed for the safe use of an existing handicap ramp.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Vermillion, South Dakota that three (3) parking stalls be removed along the west side of North Dakota Street between East Main and East National Streets fronting the First United Methodist Church.

Dated at Vermillion, South Dakota this 3rd day of December, 2012.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

BY _____
John E. (Jack) Powell, Mayor

ATTEST:

BY _____
Michael D Carlson, Finance Officer

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

F. Declaration of Surplus Police Patrol car

Jason Anderson, Assistant City Engineer, reported that at the August 6, 2012 meeting the City Council declared a 2009 Ford Crown Victoria as surplus, had it appraised at \$5,000 and bids were opened on August 28th. Only one insufficient bid of \$2,907 was received. Pursuant to SDCL 5-18A-5(9), the City negotiated a contract with Bismarck-Mandan Auto for the appraised value of \$5,000. Bismarck-Mandan Auto has since requested reprieve from their award and forfeited their \$500 bid security. It is recommended that the City Council authorize the Surplus Property Appraisal Committee to reappraise the vehicle and authorize it for sale by sealed bids. Discussion followed.

429-12

Alderman Willson moved approval to authorize the reappraisal of the 2009 Ford Crown Victoria police car by the Surplus Property Appraisal Committee to be sold by sealed bids. Alderman Ward seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

9. Bid Openings

A. Fuel Quotes

Mike Carlson read the monthly fuel quotes and recommended the low quote of Stern Oil on all three items.

4,350 gal. unleaded 10% ethanol: Stern oil \$3.01, Brunick's Service \$3.09; 1,500 gal average cost of No. 1 and No. 2 diesel fuel-dyed: Stern Oil \$3.44, Brunick's Service \$3.48; 500 gal average cost of No. 1 and No. 2 diesel fuel-clear: Stern Oil \$3.67, Brunick's Service \$3.74

430-12

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

10. City Manager's Report

A. John reported that City offices will be closed on Tuesday, December 25th and Tuesday, January 1st in observance of the Christmas and the New Year's holidays. John reminded citizens that curbside recycling that is normally collected on those Tuesdays will be collected on the Monday following the holiday.

B. John reported on the receipt of a raffle request from the Fraternal Order of Eagles selling tickets for \$20 each from November 28 through March 23, 2013. The prizes will be 50 different guns. Proceeds from the raffle benefit the many different causes supported by the Eagles.

C. John reported that the City Council and County Commission will be having a joint meeting on Tuesday, December 11th at 5:15 p.m. in the City Council Chambers for two rezoning requests in the Joint Jurisdictional Area.

PAYROLL ADDITIONS AND CHANGES

Police: Jacy Nelsen \$21.81/hr; Ambulance: Matt Sutera \$35.00/1st-
\$22.00/2nd; Water: Shane Griese \$16.16/hr; Landfill: Dan Goeden
\$17.52/hr

11. Invoices Payable

431-12

Alderman Ward moved approval of the following bills:

A & B BUSINESS, INC	MAINTENANCE CONTRACT	439.67
AMERICAN ENGINEERING TESTING	AIRPORT TAXIWAY TESTING	2,110.00
AQUA-PURE INC	CHEMICALS	8,995.60
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	251.38
ARAMARK-WEARGUARD	UNIFORMS	141.48
ARGUS LEADER MEDIA #1085	SUBSCRIPTION	50.87

AUDIO GO	BOOKS	183.91
AUTOMATIC BUILDING CONTROLS	BATTERIES	154.91
AVERA QUEEN OF PEACE HEALTH	TESTING	69.90
BAKER & TAYLOR BOOKS	BOOKS	370.79
BANNER ASSOCIATES, INC	PROFESSIONAL SERVICES	3,258.40
BARNES DISTRIBUTION	SUPPLIES	389.26
BEST WESTERN RAMKOTA INN	LODGING	275.97
BIERSCHBACH EQPT & SUPPLY	PARTS	1,018.04
BILL SAUNDERS	WATER HEATER/WIRING REBATE	200.00
BOOK WHOLESALERS, INC	BOOKS	99.38
BOUND TREE MEDICAL, LLC	SUPPLIES	274.10
BROADCASTER PRESS	ADVERTISING	126.00
BROWN TRAFFIC PRODUCTS	REPAIRS	195.20
BSN SPORTS INC	SOCCER NET	85.00
BURKE ENGINEERING SALES CO	REPAIRS	60.00
BUTLER MACHINERY CO.	PARTS/WHEEL LOADER	172,755.36
CALLAWAY GOLF	MERCHANDISE	107.46
CAMPBELL SUPPLY	SUPPLIES	5,039.16
CASK & CORK	MERCHANDISE	2,014.97
CDW GOVERNMENT, INC	COMPUTER	495.00
CENTER POINT LARGE PRINT	BOOKS	127.22
CENTURY BUSINESS LEASING	COPIER LEASE	138.25
CENTURYLINK	TELEPHONE	738.03
CHEMCO, INC	SUPPLIES	116.00
CHERRY STREET GRILLE	ROLLS	36.00
CHESTERMAN CO	MERCHANDISE	263.57
CHRISTENSEN RADIATOR & REPAIR	PARTS	155.56
CITY OF VERMILLION	POSTAGE/COPIES	1,109.97
CITY OF VERMILLION	UTILITY BILLS	35,734.26
CLAY RURAL WATER SYSTEM	REPAIRS/WATER USAGE	712.84
CLIMATE SYSTEMS, INC	MAINTENANCE AGREEMENT	1,450.00
CMOORE PIT SERVICE	PROF SERVICES - LANDFILL	4,000.00
COLONIAL LIFE ACC INS.	INSURANCE	2,953.17
CRYSTAL & BRYAN DETTREY	WATER HEATER/WIRING REBATE	200.00
D & D PEST CONTROL	INSPECTION/TREATMENT	35.00
DAKOTA BEVERAGE	MERCHANDISE	7,950.65
DAKOTA LOCK & KEY	PROFESSIONAL SERVICES	35.00
DAKOTA PC WAREHOUSE	COMPUTER/PARTS	1,706.86
DAKOTA RIGGERS & TOOL SUPPLY	SUPPLIES	54.00
DANKO EMERGENCY EQUIPMENT	PARTS	3,142.91
DELTA DENTAL PLAN	INSURANCE	5,900.44
DELUXE ADVERTISING	CALENDARS	366.97
DENNIS MARTENS	MAINTENANCE	833.34

DEPT OF REVENUE	TESTING	1,832.00
DEWILD GRANT RECKERT & ASSOC	PROFESSIONAL SERVICES	6,843.48
DISPLAY SALES COMPANY	SUPPLIES	79.00
DUECO, INC	REPAIRS	3,463.64
DUST TEX	SUPPLIES	34.95
ECHO ELECTRIC SUPPLY	SUPPLIES	2,654.49
FARMER BROTHERS CO.	SUPPLIES	40.67
FASTENAL COMPANY	PARTS	56.79
FILTERTEC	FILTERS	87.79
FLAGS UNLIMITED	FLAGS	123.12
GEAR FOR SPORTS	MERCHANDISE	36.67
GRAHAM TIRE CO.	TIRES	1,111.93
GRAINGER	PARTS	368.40
GRAYBAR ELECTRIC	PARTS	115.02
GREGG PETERS	FREIGHT	3,620.50
GREGG PETERS	RENT	937.50
HACH CO	PARTS	2,072.95
HARTINGTON TREE LLC	STUMP REMOVAL	90.00
HAUGER YARD/SNOW SERVICE	PROFESSIONAL SERVICES	26.50
HAWKINS INC	SUPPLIES	1,588.30
HD SUPPLY WATERWORKS	SUPPLIES	6,027.48
HELMS & ASSOCIATES	AIRPORT TAXIWAY	7,977.74
HERC-U-LIFT	REPAIRS	314.09
HERREN-SCHEMPF BUILDING	SUPPLIES	30.35
HIGMAN SAND & GRAVEL	ICE SAND	3,462.28
HY VEE FOOD STORE	SUPPLIES	316.97
INDEPENDENCE WASTE	WASTE HAUL/PORT TOILET RENTAL	999.04
INGRAM	BOOKS	95.56
INTERSTATE POWER SYSTEMS	REPAIRS	926.40
JACKS UNIFORM & EQPT	UNIFORM	399.65
JAMAR TECHNOLOGIES INC	RADAR RECORDER KIT	4,640.00
JOHN A CONKLING DIST.	MERCHANDISE	5,818.47
JOHNSON BROTHERS FAMOUS BRANDS	MERCHANDISE	32,075.03
JOHNSON CONTROLS	REPAIRS/SERVICE AGREEMENT	3,006.76
JOHNSON ELECTRIC	REPAIRS	827.25
JOHNSTONE SUPPLY	SUPPLIES	497.64
JON COLE	GYM MEMBERSHIP REIMBURSEMENT	72.53
JONES ACE HARDWARE	SUPPLIES	2,027.90
JONES FOOD CENTER	SUPPLIES	371.64
JP COOKE CO	DOG LICENSE TAGS	76.18
JUNIOR LIBRARY GUILD	SUPPLIES	855.00
KARL BOTTESINI	SAFETY BOOTS REIMBURSEMENT	90.09
KNOLOGY	911 CIRCUIT	1,365.50

LAYNES WORLD	AWARD	67.53
LEAGUE OF MINNESOTA CITIES	ADVERTISING	225.00
LEARNING OPPORTUNITIES, INC	BOOKS	2,036.08
LEGGETTE, BRASHEARS & GRAHAM	PROFESSIONAL SERVICES	242.51
LEISURE LAWN CARE	LAWN TREATMENT	283.80
LESSMAN ELEC. SUPPLY CO	SUPPLIES	74.00
LINCOLN MUTUAL LIFE	INSURANCE	517.61
LOCATORS AND SUPPLIES, INC	SUPPLIES	1,075.48
LYLE SIGNS	SUPPLIES	2,844.05
MARKS MACHINERY	PARTS	2,321.17
MART AUTO BODY	TOWING	615.30
MATHESON TRI-GAS, INC	OXYGEN	41.56
MCCULLOCH LAW OFFICE	PROFESSIONAL SERVICES	1,384.45
MEAD LUMBER	SUPPLIES	87.45
MEDICAL WASTE TRANSPORT	HAUL MEDICAL WASTE	99.44
MES-MIDAM	PARTS	15.45
MIDWEST ALARM CO	ALARM MONITORING	60.00
MIDWEST BUILDING MAINTENANCE	MAT SVC	532.20
MIDWEST READY MIX & EQUIPMENT	FLOWABLE FILL	336.00
MILLS & MILLER, INC	DEICING SALT	4,672.80
MISSOURI VALLEY MAINTENANCE	REPAIRS	746.90
MONTY MUNKVOLD	SAFETY BOOTS REIMBURSEMENT	100.00
MOORE WELDING & MFG	REPAIRS	3,709.01
NCL OF WISCONSIN, INC	SUPPLIES	950.80
NETSYS+	REPAIRS/PROFESSIONAL SERVICES	1,579.66
NEW YORK LIFE	INSURANCE	94.02
NOVELTY MACHINE & SUPPLY	PARTS	335.80
OKOBOJI WINES-WEST	MERCHANDISE	830.00
OLLIS BOOK CORP	BOOKS	226.20
ORIENTAL TRADING CO	SUPPLIES	209.00
OVERHEAD DOOR OF YANKTON	STEEL DOORS	1,650.00
OXMOOR HOUSE	BOOKS	42.91
PAUL CARNES	PROFESSIONAL SERVICES	425.00
PAULS PLUMBING	REPAIRS	777.51
PCC, INC	AMBULANCE FEE COMMISSION	1,252.70
PETE LIEN & SONS, INC	CHEMICALS	4,459.35
PITNEY BOWES, INC	SUPPLIES	88.48
PNC EQUIPMENT FINANCE	DEFIBRILLATOR LEASE	741.27
PRAIRIE BERRY WINERY	MERCHANDISE	1,391.25
PRESSING MATTERS	SUPPLIES	173.00
PRESTO-X-COMPANY	INSPECTION/TREATMENT	96.10
PRINT SOURCE	SUPPLIES	126.00
PUMP N PAK	FUEL	2,798.46

QUILL	SUPPLIES	868.20
RACOM CORPORATION	MAINTENANCE CONTRACT	368.50
RADIANT HEAT, INC	REPAIRS	2,308.00
RANDOM HOUSE, INC	BOOKS	161.21
RASMUSSEN MOTORS, INC	REPAIRS	51.79
RDJ SPECIALTIES, INC	SUPPLIES	237.77
RECORDED BOOKS, INC	BOOKS	1,089.90
REGENT BOOK CO.	BOOKS	13.74
REPUBLIC NATIONAL DISTRIBUTING	MERCHANDISE	20,785.90
RESCO	SUPPLIES	252.00
RICHARD DRAPER	LODGING REIMBURSEMENT	114.58
SANFORD PATIENT FINANCIAL SERV	TESTING	35.00
SCHADE'S VINEYARD	MERCHANDISE	324.00
SCHWEITZER ENGINEERING LAB	SUPPLIES	959.00
SD ELECTRICAL COMMISSION	WIRING PERMITS	275.00
SD GOLF ASSOCIATION	HANDICAP FEE	54.00
SD GOVERN FINANCE OFFICERS ASSOC	MEMBERSHIP DUES	70.00
SD MUNICIPAL STREET MAINT ASSOC	MEMBERSHIP DUES	35.00
SD POLICE CHIEFS ASSOC	MEMBERSHIP DUES	134.80
SD PUBLIC ASSURANCE ALLIANCE	PROPERTY COVERAGE	248.00
SD RETIREMENT SYSTEM	CONTRIBUTIONS	46,100.83
SD SECRETARY OF STATE	NOTARY APPLICATION	30.00
SECOG	GRANT ADMINISTRATION	3,000.00
SEH, INC	PROFESSIONAL SERVICES	17,365.65
SERVALL TOWEL & LINEN	SUPPLIES	29.40
SIOUX VALLEY ENVIRONMENTAL	SUPPLIES	633.72
SIOUXLAND PARAMEDICS, INC	AMLS CLASS/BOOKS	231.00
SIOUXLAND SCALE SERVICE	REPAIRS	1,945.70
STANDARD & POOR'S	PROFESSIONAL SERVICES	2,500.00
STERN OIL CO.	OIL	1,173.98
STEWART OIL-TIRE CO	REPAIRS	2,305.95
STUART C. IRBY CO.	PARTS	332.00
STURDEVANTS AUTO PARTS	PARTS	1,003.30
TASTE OF HOME BOOKS	BOOKS	31.98
THATCHER COMPANY	SODA ASH	13,923.40
THE EQUALIZER	ADVERTISING	377.40
THE RETROFIT COMPANIES, INC	BULB DISPOSAL	617.29
TODDS ELECTRIC SERVICE	INSTALL LOAD MGMT	25.00
TOM KRUSE	MEALS REIMBURSEMENT	18.00
TRI TECH SALES	PARTS	1,404.31
TRUE VALUE	SUPPLIES	239.32
TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE	411.40
UNITED PARCEL SERVICE	SHIPPING	10.11

UNITED WAY	CONTRIBUTIONS	330.80
UNIVERSITY OF SD	COMMUNITY PROMOTION	10,000.00
USA BLUEBOOK	SUPPLIES	73.23
USD	WELLNESS CENTER CONTRIBUTION	68,000.00
VALIANT VINEYARDS	MERCHANDISE	384.00
VANDERPOL DRAGLINE, INC	AIRPORT TAXIWAY CONTRACT	183,580.95
VERIZON WIRELESS	POLICE COMMUNICATIONS	212.13
VERMILLION CONCRETE	SIDEWALK REPAIRS	21,092.09
VERMILLION FORD	REPAIRS	382.37
VISA/FIRST BANK & TRUST	FUEL/LODGING/SUPPLIES	2,363.20
WAL-MART COMMUNITY	SUPPLIES	1,108.68
WALKER PROCESS EQUIPMENT	PARTS	194.20
WELFL CONSTRUCTION CO	LIBRARY EXP/REMODEL	164,658.00
WESCO DISTRIBUTION, INC	SUPPLIES	1,660.08
WEST GROUP PAYMENT CENTER	SUBSCRIPTION	87.00
YANKTON JANITORIAL SUPPLY	SUPPLIES	582.50
ZEE MEDICAL SERVICE	SUPPLIES	257.25
ZIMCO SUPPLY CO	SUPPLIES	7,031.00
GENE IVERSON	BRIGHT ENERGY REBATE	275.00

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

12. Consensus Agenda

A. Set a bid opening date of December 27, 2012 for the sale of a surplus police patrol car

B. Set a bid opening date of December 28, 2012 for an ambulance

432-12

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

13. Adjourn

433-12

Alderman Osborne moved to adjourn the Council Meeting at 8:27 p.m. Alderman Meins seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 3rd day of December, 2012.

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 _____.

Unapproved Minutes
Council Special Session
December 11, 2012
Tuesday 5:15 p.m.

The special session of the City Council, City of Vermillion, South Dakota was called to order on Tuesday, December 11, 2012 at 5:15 p.m. by Mayor Powell.

1. Roll Call

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

Absent: Grayson

2. Pledge of Allegiance

3. Adoption of Agenda

434-12

Alderman Meins moved approval of the agenda. Alderman Collier-Wise seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

4. Public Hearings

A. A request to rezone land from Agricultural to Rural Residential District for property located at 46171 Timber Road, legally described as Lot 1 of Parcel A, N $\frac{1}{2}$, SE $\frac{1}{4}$, 15-92-52, Vermillion Township, Clay County, South Dakota First reading of Ordinance no. 1290

Mayor Powell stated that this was advertised as a joint City and County public hearing and opened the hearing.

Cynthia Aden, Clay County Zoning Administrator, reported on the receipt of a petition from Richard Jahn to rezone his property from agricultural zone to rural residential zone that will allow him to divide his two acre property into two one acre lots. Cynthia reported that, as the property was in the joint jurisdictional area, the request was taken to the joint County and City Planning Commissions at which time the City Planning Commission voted to not recommend approval of the zone change and the County Planning Commission voted to recommend approval of the zone change.

Richard Jahn, property owner, stated that he wanted to build a new home on his two acre lot and rent out his existing home. Richard noted his

existing lot is two acres and the agricultural zone has a two acre minimum for a lot thus the request is to rezone the property as rural residential that allows one acre minimum lots.

Andy Colvin, Assistant to the City Manager, presented a map showing the location of the property under consideration. Andy reported that the property is currently agricultural zoned and is adjoined light industrial on the north. Andy noted that during discussions on the development of the joint jurisdictional ordinance a concern was to avoid scattered development on the fringe areas of the City; instead promoting development that can easily be annexed and served by the City.

Discussion followed on the zone change between the joint boards. The discussion included concerns for spot zoning and the precedent such a zone change might set for future requests. Andy noted that in discussing the request with SECOG staff the option of amending the joint jurisdictional ordinance to allow one acre lots in the agricultural zone as a conditional use noting that the density limitations would remain the same. Mr. Jahn was asked his timeline for building to which he responded that he would like to start in the spring. Discussion followed on the time to amend the joint jurisdictional ordinance and it was noted that as SECOG has developed the proposed change that it would need to go to the Planning Commissions before coming back to the joint boards.

435-12

Alderman Ward moved to close the public hearing and table the first reading of ordinance 1290 as it applies to the zone change request to allow the City Planning Commission time to review the proposed change to the joint jurisdictional ordinance as it applies to single family dwellings on one acre lots as a conditional use in the agricultural zone with a report no later than February 1, 2013. Alderman Willson seconded the motion. Discussion followed. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. A request to rezone land from Agricultural to Commercial for a portion of property located at 1103 E SD Highway 50, Vermillion, South Dakota, which is Lee Tract 1, SE $\frac{1}{4}$, SE $\frac{1}{4}$, 11-92-52, Vermillion Township, Clay County, South Dakota

Eldon Nygaard stated that he leased land from Verna Saito for his Valiant Vineyard billboard located at 1103 E SD Highway 50. Eldon provided a map showing the site including the location of the area to be rezoned for the billboard. Eldon stated that the SDDOT contacted him in August stating that his billboard had not been permitted by the State and would need to be removed unless it could be brought into

compliance. Eldon stated that a building permit was obtained in 2003 when the billboard was built and a State electrical permit was also approved at that time. Eldon stated as the sign is outside the city limits in an agricultural zone and to be in compliance with the State regulations would need to be in a commercial zone. Eldon reported on the local economic benefit of his business noting that the billboard directs visitors to his location. Eldon noted that he has contracted with Banner Associates to plat the property where the sign is located to comply with the request of the Planning Commission.

Discussion followed on the zone change request with Eldon answering questions.

436-12

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

BE IT RESOLVED that the minutes of this meeting shall show that the title to proposed Ordinance No. 1292 entitled An Ordinance Amending Appendix A, 2012 Joint Zoning Regulations for Clay County and the City of Vermillion, Chapter 2, Section 2.03(A) Zoning Map, by rezoning certain real property from the A-1, Agricultural District to the C Commercial District of the City of Vermillion, South Dakota contingent upon the property being platted has been read and the Ordinance has been considered for the first time in its present form and content at this meeting being a special called meeting of the Governing Body of the City on this 11th day of December, 2012 at the Council Chambers in City Hall in the manner prescribed by SDCL 9-19-7 as amended.

The motion was seconded by Alderman Davies. After discussion, the question of adoption of the Resolution was put to a vote of the Governing Body and 8 members voted in favor of and 0 members voted in opposition to the motion. Mayor Powell declared the motion adopted.

5. Adjourn

437-12

Alderman Osborne moved to adjourn the Council Meeting at 6:05 p.m. Alderman Willson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 11th day of December, 2012.

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 _____.

Council Agenda Memo

From: Mike Carlson, Finance Officer

Meeting: December 17, 2012

Subject: Second Reading of Ordinance No. 1291- 2012 Supplemental Appropriations

Presenter: Mike Carlson

Background: The City Council adopted a revised budget for 2012 as part of the budget process in September 2012. Since that time, some expenses have taken place resulting in the need to revise the budget and accounting requirement. First reading of ordinance no. 1291 was approved at the December 3, 2012 meeting.

To adjust for these items, the City needs to supplement the budget as provided by statute.

SDCL 9-21-7. Supplemental appropriation ordinance for indispensable functions or discharge of municipal duties. In the event of the failure to provide by the annual appropriation ordinance, sufficient revenue to enable the municipality to conduct the indispensable functions of government, in any department, or to discharge any duty which it is the lawful duty of the municipality to discharge, and which requires the incurring of liabilities or expenditures of funds for a purpose or object for which no provision has been made in the annual appropriation ordinance for such fiscal year and, when any of such occasions arise, the governing body of such municipality may make, approve and adopt a supplemental appropriation ordinance, providing therein for appropriations for any or such purposes in such amounts as said governing body may determine necessary and such supplemental appropriation ordinance shall set out in detail each item for which an appropriation is made and the amount thereof. The adoption of such supplemental appropriation ordinance shall be governed by the same laws pertaining to the adoption of the annual appropriation ordinance.

Discussion: The proposed budget adjustments are as follows:

General Fund Revenues:

Federal Grants through State \$48,700 – \$16,200 is a Highway Safety grant for Police Department equipment and \$32,500 is a Community Development Block Grant (CDBG) to be passed through to the VCDC for the welding program.

Contributions and Donations \$27,200 - The grant is from the American Heart Association, Inc for a defibrillator for the Ambulance Department. The grant will cover all the cost of this equipment.

7. Old Business; item a

Transfer in from Library Fund \$250 – The Library Board has agreed to reimburse the city for extra staff hours for the November move which amounted to \$250.

Appropriation from Reserve increased \$6,090 – Additional revenues needed to fund the general fund increased expenses.

General Fund Expenses:

Finance Office Equipment Repair and Maintenance – The increase is to upgrade the server software from small business server 2008 to small business server 2011 at a total cost of \$7,000 which is divided between General fund finance and the utility funds. The \$1,000 for general fund will come from the reserve.

Police Patrol Personnel Services and Capital Expenditures – The Police Department was awarded a Highway Safety Grant of \$16,200 which is an 80% grant for the purchase of \$20,250 of equipment (Replacement of aging radar equipment, digital speed sign and radar recorder). Salary savings of \$4,050 from when an officer's position was vacant for part of the year will be used as the 20% grant match.

Ambulance Capital Expenditures – This is for the purchase of the ambulance department defibrillator with the grant funds.

Library Personnel Services – Represents the increased hours for library outreach employee not included in the 2012 budget of \$1,590 plus \$250 for extra hours during the move to be reimbursed by the Library Board.

Library Electricity – Increase due to the added usage for the new addition and for the contractor during construction increased \$1,650.

VCDC Job Training Grant – Is the pass through of the CDBG award to the VCDC for the welding class of \$32,500.

Transfer to the E911 Fund – The tac repeater used for radio communication between the communications center and the officers was in need of replacement at the cost of \$3,700. This equipment is included in the E911 Fund with the City paying half of the cost to be transferred from the General Fund.

Second Penny Sales Tax Fund:

Parks Equipment – The skate park at Barstow Park was budgeted at \$80,000. The actual expenses to date were \$80,338 so an additional \$500 was budgeted.

Transfer to Library Capital Projects - The City had set aside \$1.4 million for the library project and had budgeted \$920,375 for 2012 as the contractor is progressing on the project it is estimated that an additional \$225,000 will be needed for the 2012 portion of the project.

Both these amounts will be transferred from the Second Penny Tax reserve.

E911 Special Revenue Fund:

Capital Expenditures – The need to replace the tac repeater used for radio communication between the communications center and the officers at a cost of \$3,700. The repeater was having problems and the technician used a loaner repeater to determine the exact problem. A new repeater needs to be purchased to replace the loaner equipment. This is funded half from Clay County and half transfer from General Fund.

Library Fine and Gift Special Revenue Fund:

Transfer to Library Building Fund – The Library Board agreed to reimburse the costs of change order #2 to the Library Capital Projects fund so the transfer was increased \$1,574.

Transfer to General Fund – The Library Board is reimbursing the extra hours of library staff during the move of \$250. Both items will be funded from Library Board reserves.

Library Capital Projects Fund:

Building and Structure – The library expansion and renovation project is proceeding. The estimated amount for 2012 portion of the project need to be adjusted by \$225,000 from second penny sales tax and \$1,582 from the Library Board increasing the total for 2012 to \$2,220,582.

Electric Utility Fund:

Finance Office Equipment Repair and Maintenance – Electric portion of the server software upgrade which is funded from electric reserve.

Water Utility Fund:

Finance Office Equipment Repair and Maintenance – Water portion of the server software upgrade funded from water reserve.

Water Distribution Other Capital Expenditures – At the preconstruction meeting, the water tower contractor projected to get started by the end of November on the piles and foundation estimating \$509,000 of work by year end. This line item was increased \$550,000 which is offset by the Grant funding and SRF loan proceeds.

Wastewater Utility Fund:

Finance Office Equipment Repair and Maintenance – Wastewater portion of the server software upgrade which is funded from wastewater reserve.

Landfill Utility Fund:

Machinery and Auto – Increased \$200,000 for the purchase of the wheel loader approved by the City Council at \$170,000 and the replacement of other items that will come up before year end.

Fire related expenses – As a result of the fire there will be expenses such as the removal of the building that will come up before year end that will need to be addressed. I estimated \$150,000 with any unspent funds going to the insurance reserve.

Insurance Reserve – This is the balance of the insurance proceeds received to date that were not appropriated in the above two line items that will be reserved for building, equipment and contents replacement next year. The insurance company has paid the City \$750,000 as progress payment on the insurance claim until a further cost estimated can be refined.

Financial Consideration: The general fund reserve will be reduced \$6,090 over what was planned with the budget was adopted. The General fund reserve balance projected for year-end 2012 is \$1,782,840.

Conclusion/Recommendations: Administration recommends approval of the second reading of Ordinance No. 1291- 2012 Supplemental Appropriation Ordinance. As this is second reading of the ordinance, a roll call vote is required.

PROPOSED ORDINANCE NO. 1291
2012 SUPPLEMENTAL APPROPRIATIONS ORDINANCE

AN ORDINANCE ADOPTING a 2012 Supplemental 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>2012 Budget</u>	<u>Proposed Budget</u>	<u>Amount of Supplemental Budget</u>
<u>General Fund:</u>			
Revenues:			
Federal Grants through State	-0-	48,700	48,700
Contributions and Donations	3,385	27,200	30,585
Transfer from Library Fund	-0-	250	250
Appropriation from Reserve	222,424	228,514	6,090
Expenditures:			
Finance Office			
Equipment Repairs & Main	6,080	7,080	1,000
Police Patrol			
Personnel Services	1,055,113	1,051,063	(4,050)
Capital Expenditures	-0-	20,250	20,250
Ambulance			
Capital Expenditures	-0-	27,200	27,200
Library			
Personnel Services	337,033	338,873	1,840
Electricity	11,700	13,350	1,650
Community Services			
VCDC Job Training Grant	-0-	32,500	32,500
Transfer to E911 Fund	239,853	241,703	1,850
<u>Second Penny Sales Tax Fund</u>			
Revenues:			
Appropriation from Reserve	758,407	983,907	225,500
Expenditures:			
Parks Equipment	80,000	80,500	500
Transfer to Library Building	920,375	1,145,375	225,000
<u>E911 Special Revenue Fund</u>			
Revenues:			
County Payments	239,853	241,703	1,850
Transfer from General Fund	239,853	241,703	1,850
Expenditures:			
Capital Expenditures	2,685	6,385	3,700
<u>Library Special Revenue Fund</u>			
Revenues:			
Appropriation from Reserve	90,268	92,092	1,824
Expenditures			
Transfer to Library Building	90,268	91,842	1,574
Transfer to General Fund	-0-	250	250

Library Capital Projects Fund

Revenues:

Sales Tax Transfer In	920,375	1,145,375	225,000
Library Board Transfer In	90,260	91,842	1,582

Expenditures:

Building and Structures	1,994,000	2,220,582	226,582
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Electric Utility Fund

Expenditures:

Finance Equipment Repairs	9,728	12,728	3,000
Appropriation to Reserve	40,945	37,945	(3,000)

Water Utility Fund

Revenues:

Grants	3,200	58,200	55,000
State Revolving Loan	28,800	523,800	495,000
Reserve	575,380	576,880	1,500

Expenditures:

Finance Equipment Repairs	8,512	10,012	1,500
Distribution Other Capital	125,000	675,000	550,000

Wastewater Utility Fund

Revenues:

Reserve	140,612	141,612	1,000
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Expenditures:

Finance Equipment Repairs	6,080	7,080	1,000
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Landfill Utility Fund

Revenues:

Insurance Proceeds	-0-	750,000	750,000
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Expenditures:

Machinery and Auto	403,282	603,282	200,000
Fire Related Expenditures	-0-	150,000	150,000
Insurance Reserve	-0-	400,000	400,000

Dated at Vermillion, South Dakota this 17th day of December, 2012.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

BY

John E. (Jack) Powell, Mayor

ATTEST:

BY

Michael D Carlson, Finance Officer

First Reading: December 3, 2012

Second Reading: December 17, 2012

Council Agenda Memo

From: Mike Carlson, Finance Officer

Meeting: December 17, 2012

Subject: First Reading of Ordinance No. 1293 - Access Required for Utility Meters

Presenter: Mike Carlson

Background: The issue has arisen about the need for access to an electric meter for reading or any maintenance. During a remodeling project the stairs that served as access to the electric meter located on the second floor were removed and another egress was developed. As such there is no access to the meter without the use of a basket truck. In reviewing the ordinance, the water section 53.036 provides for the right of entry for the water meter but the electric ordinance section doesn't include this language.

Discussion: In working with the electric and water departments the following ordinance was developed. The ordinance adds 51.08 Right of entry for inspection and 51.09 Tampering prohibited to the electric section of the Code. Similar language already existed in the water section of the Code. The ordinance also amends the water section 51.036 Right of entry for inspection to require the customer to make the meter accessible along with the ability to shut off the service if access is not provided to the meter. It should be noted that notice is required before utility service will be shut off unless an emergency exists.

Financial Consideration: The cost to the city will be the publication of the ordinance.

Conclusion/Recommendations: Administration recommends adoption of first reading of Ordinance No. 1293 Access Required for Utility Meters.

PROPOSED ORDINANCE NO. 1293

AN ORDINANCE AMENDING CHAPTER 51 ELECTRICITY, ADDING SECTIONS 51.08 AND 51.09 AND CHAPTER 53 WATER, SEWERS AND SEWER DISPOSALS AMENDING SECTION 53.036 OF THE REVISED ORDINANCES OF THE CITY OF VERMILLION, SOUTH DAKOTA, TO PROVIDE FOR RIGHT OF ENTRY AND TO PROHIBIT TAMPERING IN THE ELECTRIC UTILITY AND AMEND SECTIONS FOR THE WATER UTILITY FOR ACCESS.

BE IT ORDAINED, by the Governing Body of the City of Vermillion, South Dakota, that Chapter 51, Sections 51.08 and 51.09 be added and Chapter 53, Section 53.036 be amended and it is hereby ordained by authority of the same as follows:

§ 51.08 RIGHT OF ENTRY FOR INSPECTION; OTHER POWERS OF CITY OFFICIALS.

(A) The City Engineer, the Electric Superintendent, or other officer or employee of the City Electric Department shall have the power to enter the premises or building of consumer at any reasonable hour for the purpose of reading, removing, installing, testing, or repairing meters or for examining wiring. Customer shall make the meter accessible without interference from pets and/or physical barriers.

(B) The official or employee shall have the power to shut the electricity off to any premises for nonpayment of electric bills, to enforce repair of service between meter and city infrastructure or for failure to provide access.

(C) The official or employee shall have the right to shut off any electric service for the purpose of repairs or improvements to the electric system.

§ 51.09 TAMPERING PROHIBITED.

No person, except by permission of the Electric Superintendent, shall remove, repair, or tamper with any electric meter, or shall open any junction box or pedestal, or other part of the electric system.

§ 53.036 RIGHT OF ENTRY FOR INSPECTION; OTHER POWERS OF CITY OFFICIALS.

(A) The City Engineer, the Water Superintendent, or other officer or employee of the City Water Department shall have the power to enter the premises or building of consumer at any reasonable hour for the purpose of reading, removing, installing, testing, or repairing meters or for examining piping. Customer shall make the meter accessible without interference from pets and/or physical barriers.

(B) The official or employee shall have the power to shut the water off to any premises for nonpayment of water bills, or to enforce repair of service between water main and the meter, or to prevent waste of water, or for failure to provide access.

(C) The officials shall have the right to shut off the water from any main or mains for the purpose of repairs or improvements.

Dated at Vermillion, South Dakota this 7th day of January, 2013

THE GOVERNING BODY OF THE CITY

OF VERMILLION, SOUTH DAKOTA

BY _____
John E. (Jack) Powell, Mayor

ATTEST:

BY _____
Michael D Carlson, Finance Officer

First Reading: December 17, 2012
Second Reading: January 7, 2013
Published: January 18, 2013
Effective: February 8, 2013

Council Agenda Memo

From: Mike Carlson, Finance Officer
Meeting: December 17, 2012
Subject: Tapping Fee Payment Agreement with RADHA, Inc.
Presenter: Mike Carlson

Background: In 2003, the City awarded a bid for construction of the sanitary sewer lift station at 1314 Princeton Street and a sanitary sewer line south of Highway 50 from Princeton Street to 280 feet west of Dakota Street. Final inspection and acceptance of the two sanitary sewer projects was in 2004. This lift station serves a large area of just over 378 acres, while the sanitary sewer line serves approximately eleven different properties.

At the March 5, 2012 meeting, the City Council adopted a resolution establishing a tapping fee for the sanitary sewer lift station and a resolution establishing a tapping fee for the sanitary sewer line. For all properties, but the three where customers are currently utilizing both the sanitary sewer line and sanitary sewer lift station, the tapping fees will be paid when sanitary sewer service is requested. For the existing three customers utilizing the sanitary sewer lift station and sanitary sewer line, each resolution provided for a specific payment date in 2012 or 2013.

Discussion: The resolution adopting the tapping fee for the sanitary sewer lift station provided that the tapping fee, for the three existing customers, is due December 31, 2012. The resolution adopting the tapping fee for the sanitary sewer line provided that the tapping fee for the three existing customers is due March 31, 2013. Both resolutions also included language that existing sanitary sewer customers could enter into an agreement with the City to establish a later payment date. The resolution required that any agreement to establish a payment date after December 31, 2012 or March 31, 2013 had to be agreed upon by the City and property owner by April 30, 2012. One of the customers (Wal-Mart) has paid the fee in full and another (Blue Square Partners) entered into an agreement on March 19, 2012 to extend the tapping fee in lieu of assessment for the lift station from December 31, 2012 until June 30, 2013 and the tapping fee in lieu of assessment for the sanitary sewer from March 31, 2013 to December 15, 2013.

RADHA, Inc., owner of the Holiday Inn Express, has contended that this was an expense that the previous owners is responsible for as it was for expenses incurred prior to their acquisition of the property in 2005. The reference to these fees was included in a developer's agreement that was recorded in April 2003 prior to the platting of the property. The property owner has contended that the city should share some responsibility as the developer's agreement did not include the legal description of the property but it was noted that the hotel manager was able to obtain a copy of the agreement from the Register of Deeds office when the first notice was sent this spring. Paul Rickert, agent brokering the sale in 2005, contacted the City in November and December on behalf of RADHA, Inc. requesting some relief on the amount due. It was explained to Mr. Rickert that one property owner has paid in full and another has entered into an agreement as provided when the resolution was adopted to extend the payment until December 15, 2013 and if he had a proposal for extending the payment it will be forwarded to the City Council noting it was after the date provided in the resolution.

The attached letter was received on December 10th from Raja I. Patel along with a check in the amount of \$1,750.08 for payment of the tapping fee in lieu of assessment for the sanitary sewer lift station that was due by December 31, 2012. Mr. Patel's letter requests an extension in paying the tapping fee in lieu of assessment in the amount of \$10,624.86 for the sanitary sewer line. Their proposal is for the adopted amount due by March 31, 2013 be extended into four payments with a ¼ due by March 31 of 2013, 2014, 2015 and 2016. The attached agreement has been prepared based upon this request.

Financial Consideration: On December 10, 2012, the tapping fee for this property for the lift station with the 8% fiscal fee is \$1,750.08 was paid. The tapping fee for this property for the sanitary sewer line with the 8% fiscal fee is \$10,624.86. For all practical purposes, the original resolutions would provide for collection of and use of the funds during the first quarter of 2013. The proposed agreement provides for collection of the balance of the funds during the next three years.

Conclusion/Recommendations: Administration recommends consideration of the request with RADHA, Inc. for 1200 N Dakota Street to establish four annual payment dates of March 31, 2013 - 2016 for the tapping fee in lieu of assessment for the sanitary sewer line.

Prepared by: The City of Vermillion
25 Center Street
Vermillion, SD 57069
Ph: 605-677-7050

AGREEMENT

The City of Vermillion, South Dakota (City), and RADHA, Inc. (Owners), witnesseth:

In consideration of the mutual covenants herein contained and the benefits to be derived therefrom, the parties agree as follows:

The property owners, their successors or assigns, have developed the lot presently described as:

LOT 1, BLOCK 5, PARTRIDGE SUBDIVISION, CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA.

GENERAL:

1. The City Council approved, on March 5, 2012, a Resolution establishing a tapping fee in lieu of assessment for a sanitary sewer lift station that serves the said property and others. The tapping fee in lieu of assessment for the sanitary sewer lift station for Lot 1, Block 5, Partridge Subdivision is \$1,750.08. RADHA paid this amount in full on December 10, 2012.
2. The City Council approved on March 5, 2012 a Resolution establishing a tapping fee in lieu of assessment for a sanitary sewer line that serves the said property and others. The tapping fee in lieu of assessment for the sanitary sewer line for Lot 1, Block 5, Partridge Subdivision is \$10,624.86
3. The Resolution established a payment due date of March 31, 2013 for the tapping fee in lieu of assessment for a sanitary sewer line that serves the said property and others.
4. The Resolution establishing a tapping fee in lieu of assessment for the sanitary sewer line each contain language that allows for an agreement to be established by April 30, 2012 that provides for a different payment due date than March 31, 2013.
5. This **AGREEMENT** shall be binding on the parties, their successors and assigns and will be recorded in the office of the Register of Deeds of Clay County, South Dakota.

PAYMENT DATE ARRANGEMENTS:

1. The parties acknowledge that the payment arrangement requested by RADHA, Inc. is after the date established in the March 5, 2012 resolution of April 30, 2012.
2. The due date for the payment of the tapping fee in lieu of assessment for the sanitary sewer line for Lot 1, Block 5, Partridge Subdivision will be extended as follows:
 - \$2,656.22 due on or before March 31, 2013
 - \$2,656.22 due on or before March 31, 2014
 - \$2,656.22 due on or before March 31, 2015

City of Vermillion
City Hall
25 Center Street
Vermillion, SD 57069

December 6, 2012

Mike Carlson,

I am making partial payment on the attached invoice. Enclosed is a check for \$1,750.08

I am making this payment in good faith and under protest.

I do not feel totally responsible for the development cost that I am being held responsible for.

I feel this information should have been made available to me at the time of purchase back in 2005.

To be billed for something nearly ten years after the fact does not seem right either.

I purchased the property in 2005. If this had been disclosed at the time of purchase, similar to the mechanics lien that showed up on the title search, the former owner (Lamont) and I would have worked out an arrangement that split the cost.

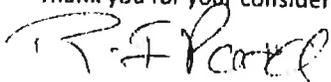
I have spoken with the title company involved at the time of purchase asking where was the disclosure and why was this not found. Their position is because of the lack of a legal description on this agreement that the City created.

The Developers agreement was missing proper legal description and was not discovered by the title company at the time of purchase. They have provide me multiple copies of like-kind examples where the legal description is on a document that was created by the City – similar to the circumstances of this property. They also acknowledge that recently, years and years after the fact the hotel manager was able to have the agreement pulled. Their answer to that is that she walked in specifically asking for a Developers agreement that was now known to exist.

So I feel the City has a role and should take some responsibility in this. I feel Lamont should have paid a portion of this and I would pay a portion.

If there is no relief in the debt from either the City, Lamont or the Title Insurance company, I request a payment plan for the remaining \$10,624.86 balance, of 25% of the total over the next four years, payable each March 31 st.

Thank you for your consideration,



Raja I. Patel

Owner – Holiday Inn Express, Vermillion SD

Council Agenda Memo

From: Mike Carlson, Finance Officer
Meeting: December 17, 2012
Subject: Commercial Collectors License Renewal
Presenter: Mike Carlson

Background: City ordinance requires approval by the City Council for the issuance of a commercial collector's license. The ordinance sections are as follows:

Sec. 52.09 License-Required.

It shall be unlawful for contract or commercial haulers to use the streets for the collection, removal or disposal of any receivable solid waste and yard waste without first having obtained a license to perform such services from the finance officer. As a condition to the granting of any said license, all commercial haulers shall agree to abide by all city ordinances or landfill regulation involving the collection or depositing of any receivable solid waste and yard waste, including the requirements of sections 52.07, 52.12 and 52-13. In the event any commercial garbage hauler fails to abide by these said ordinances or regulations, the City of Vermillion reserves the right to terminate said license. This requirement does not apply to building contractors removing and disposing of receivable solid waste incidental to a construction contract, nor to any firm or individual who, for a fee, engages in the removal of receivable solid waste for disposal for fewer than two days in any calendar year.

Sec. 52.10. Same-Application; plate to be displayed. Application for license shall be filed at the office of the finance officer five (5) days prior to any consideration and approval by the council. The license fee shall be three hundred dollars (\$300.00) per year for commercial collectors or contract haulers collecting and transporting receivable solid waste including any one of the following types of material: garbage, household waste, industrial waste, and commercial waste. Such license shall also entitle holder to collect and transport yard waste and large trees and limbs. All licenses expire December 31 in the year that they are issued. The license plate or placard issued shall be displayed on each such vehicle at all times. Each license applicant shall, at the time of the submission of the license application, provide written verification to the City that the applicant met the financial liability requirement of state.

Sec. 52.13 Duty of Collectors. Licensed collectors or haulers shall obey all the ordinances and all the rules and regulations of the City of Vermillion or its designated officer and report to the supervising department any violation of this subchapter which may come to their notice. All licensed collectors or haulers may provide a subscription service for each customer. All charges for the collection of yard waste shall be made separate and distinct from any basic charges for all other collection services of receivable solid waste. Any violation of this subchapter or other rules and regulations that may be made from time to time by the City of Vermillion or any nonpayment of the fees provided by this subchapter will result in the suspension or revocation of the license to haul.

Discussion: The following firms have submitted an application to renew their commercial collector's license:

Independence Waste - K & P Services Inc, Owner
Loren Fischer Disposal - Loren Fischer, Owner
Fischer Disposal, LLC - Lonnie Fischer, Operator
Art's Garbage Service - Division of Waste Connections
Vermillion Garbage Service - Marty Johnson, Owner
Little Garbage Guys – Matt Mulheron, Owner

I have talked to the following firm that has indicated that they plan on renewing their license but have not submitted their applications as of Friday morning. I will provide an update on Monday evening if the application is received:

TJP Waste Hauling - Terry Pickett, Owner

The licensing requires those licensed to abide by City Ordinances. As part of the application process, the City requests, upon renewal, that they list any violations of City Ordinances during the past year. No violations were listed.

The license applications were sent to the Chief of Police and his report on the records check is attached. It should be noted the Police Chief's review only covers violations of city code or state statutes in the City limits.

Financial Consideration: The annual license fee is \$300 per year.

Conclusion/Recommendations: Administration recommends the City Council review the information on the commercial collections license applications to determine if the licenses should be renewed.

From: scanner@cityofvermillion.com
To: [Angela Madsen](#)
Subject: [2/2]Attached Image
Date: Friday, December 14, 2012 11:15:36 AM
Attachments: [2445_044.pdf](#)

From: scanner@cityofvermillion.com
To: [Angela Madsen](#)
Subject: [2/2]Attached Image
Date: Friday, December 14, 2012 11:15:36 AM
Attachments: [2445_044.pdf](#)

City of Vermillion
Police Department
15 Washington Street
Vermillion, SD 57069
Phone: (605)677-7070
FAX: (605)677-7166
www.vermillionpd.org



December 12, 2012

To: Mike Carlson, Finance Officer

From: Matt Betzen, Chief of Police 

Re: Renewal of Commercial Collector's Licenses

Sir,

The following collectors have applied for renewal of their Commercial Collector's License. A check of the Vermillion Police Department Records reveals the following.

TJY Waste Hauling – Terry Pickett, Owner

- Our records indicate that Kevin Mincks drives for this employer. On 6/29/12, he stopped in a Private vehicle for speeding and warned.
- No other related violations were noted in 2012.

Independence Waste – K & P Services Inc., Owner

- No related violations were noted in 2012.

Loren Fischer Disposal – Loren Fischer, Owner

- On 04/18/12, Mr. Fischer was stopped while operating his collection vehicle and warned for driving on the wrong side of the road and spilling dirty water from the inside of the truck onto the roadway.
- No other related violations were noted in 2012.

Fischer Disposal, LLC – Lonnie Fischer, Operator

- On 11/15/12, The Fischer Disposal truck was contacted by an officer and warned for starting collections prior to 0600 as required by Ordinance.
- No other related violations were noted in 2012.

Art's Garbage Service – Division of Waste Connections

- No Vermillion Police Department Records Found.

Little Garbage Guys – Matt Mulheron, Owner

- No Vermillion Police Department Records Found.

Vermillion Garbage Service – Marty Johnson, Owner

- No Vermillion Police Department Records Found.

Council Agenda Memo

From: Jose Dominguez, P.E.

Meeting: December 17, 2012

Subject: Memorandum of Understanding between Mr. David Howard and the City of Vermillion

Presenter: Jose Dominguez

Background: Mr. David Howard currently leases four lots at the airport from the City. He has a hangar constructed in the two southern most lots. The two most northern lots are empty. Mr. Howard wants to remove the two most northern lots from his lease with the City in order for USD to build a hangar within the two lots. The Memorandum of Understanding will provide Mr. Howard with the chance of reacquiring the lots in the instance that USD is not able to construct the hangar on these two lots.

Discussion: The memorandum will allow Mr. Howard to reacquire the lots in the instance that USD is not able to meet deadlines in regard to the construction of the hangar. There are two deadlines within the memorandum: first, the construction has to be started by April 30th, 2013; and secondly, the construction must be completed by December 31st, 2013. If for some reason USD is not able to meet the deadlines Mr. Howard will have to contact USD and inquire if USD needs an extension. All of the correspondence regarding the construction of the hangar between USD and Mr. Howard will also need to be made available to the City.

Financial Consideration: The City will not incur any cost.

Conclusion/Recommendations: Administration recommends approving the Memorandum of Understanding between Mr. David Howard and the City of Vermillion.

MR. DAVID HOWARD HANGAR LEASE AGREEMENT

MEMORANDUM OF UNDERSTANDING

WHEREAS, Mr. David Howard, lessee of Lots G-1, G-2, K-1 and K-2 of Lot A-2, Replat of Lot A, Section 24, T92N, R52W of the 5th P.M., Clay County, South Dakota wishes to remove Lots G-2 and K-2 from his lease agreement; and

WHEREAS, The University of South Dakota Foundation (USD~~X~~) is wanting to lease Lots G-2 and K-2 in order to build a hangar space; and

WHEREAS, prior to constructing the hangar USD~~X~~ will need to acquire a building permit from Clay County for the construction of the hangar; and

WHEREAS, prior to constructing the hangar USD~~X~~ will also need to acquire a permit from the Federal Aviation Administration for the construction of the hangar; and

WHEREAS, Mr. David Howard does not want to lose his ability to utilize Lots G-2 and K-2 in the instance that USD~~X~~ is not allowed to construct the hangar in Lots G-2 and K-2; and

WHEREAS, in order to facilitate the transaction between Mr. David Howard and USD~~X~~, the City is willing to clarify what will happen to Lots G-2 and K-2 in the instance that the construction of the hangar cannot be completed,

NOW, THEREFORE, this Memorandum of Understanding is entered into by and between the City and Mr. David Howard to set forth, in writing, the general terms and conditions of any future leases which may include Lots G-2 and K-2 due to a failure of USD~~X~~ to construct a hangar:

1. All parties to this Memorandum of Understanding recognize that this is a legally binding contract granting an opportunity for Mr. David Howard to reacquire Lots G-2 and K-2 in the instance that USD~~X~~ is not able to construct a hangar within the before mentioned lots.
2. The construction of the hangar will need to be started no later than April 30th, 2013 and completed by December 31st, 2013.
3. If the construction of the hangar is not started, or completed, by said date USD~~X~~ will be contacted in writing by Mr. David Howard for clarification on the construction schedule and of any extensions that may be required. Any extension requests shall also include an explanation.
4. All correspondence between Mr. David Howard and USD~~X~~ regarding the construction of the hangar in Lots G-2 and K-2 shall be made available to the City for review and record keeping.

5. In the instance that the hangar is not started, or completed, by said date and USD~~X~~ failed to request an extension a new lease agreement with Mr. David Howard will be drafted returning the lots for his use. At the same time, the lease with USD~~X~~ for Lots G-2 and K-2 will be terminated.

Dated this 17th day of December, 2012.

CITY OF VERMILLION, a municipal Corporation of the State of South Dakota

Mr. David Howard

By _____

By  _____

Dated: _____

Dated: 12-10-2012

Council Agenda Memo

From: Jose Dominguez, P.E.

Meeting: December 17, 2012

Subject: Amendment to Hangar Lease Agreement with Mr. David Howard

Presenter: Jose Dominguez

Background: Mr. David Howard currently leases lots G-1, G-2, K-1 and K-2 from the City for aviation uses (hangar, parking of airplanes, etc.). Mr. Howard wants to modify the lease with the City in order to remove lots G-2 and K-2 from the current lease. The lots being removed from Mr. Howard's lease would then be leased to USD for the construction of a hangar.

Discussion: The amendment to the hangar lease will only remove lots G-2 and K-2 from the current lease with Mr. Howard. All of the other stipulations on the previous lease agreements between the City and Mr. Howard will remain in place.

The lease for the remaining two lots in Mr. Howard's name will still expire on February 16th, 2015. The lease for Mr. Howard's two lots will be for \$20.00 total, which will be paid to the City annually.

Financial Consideration: The City will not incur any cost.

Conclusion/Recommendations: Administration recommends signing Hangar Lease Amendment No. 1 for Mr. David Howard Hangar Lease.

HANGAR LEASE AMENDMENT NO. 1

The parties to this agreement are as follows:

- A. The City of Vermillion, a municipal corporation, hereinafter referred to as City
- B. Mr. David Howard, hereinafter referred to as Owner, whose address is 46970 309th Street, Beresford, South Dakota

WHEREAS, the City owns the Harold Davidson Field situated south of Vermillion, Clay County, South Dakota, and

WHEREAS, the Owner and City desire to amend the previous agreement entered into on the 5th of November 2007, witnesseth,

I

WHEREAS, the Owner does hereby wish to remove lots G-2 and K-2 of Lot A-2, Replat of Lot A, Section 24, T92N, R52W, Clay County, South Dakota from the current lease;

II

AND WHEREAS, after the lots are removed the Owner will lease the area described as follows:

Lots G-1 and K-1 of Lot A-2, Replat of Lot A, Section 24, T92N, R52W, Clay County, South Dakota

III

AND WHEREAS, the previously agreed on lease termination date of 16th of February 2015 is still valid.

IV

AND WHEREAS, the Owner hereby agrees to pay the City the annual sum of \$10.00 per lot for the total of \$20.00 per year during the term of the lease, with the payments due on the 1st day of January of each subsequent year,

V

AND WHEREAS, all other provisions on the previous agreements entered into on 5th of November 2007 and on the 16th of February 1990 are still valid and enforceable,

In **WITNESS WHEREOF**, the parties have hereunto set their hands on this _____ day of _____, 20____.

CITY OF VERMILLION

John E. (Jack) Powell, Mayor



Mr. David Howard, Owner

Attest:

Michael Carlson, Finance Officer

Council Agenda Memo

From: Jose Dominguez, P.E.

Meeting: December 17, 2012

Subject: Hangar Lease Agreement with the University of South Dakota

Presenter: Jose Dominguez

Background: A couple of years ago the University of South Dakota Foundation (USDF) purchased a new airplane for USD's use. The new airplane does not fit inside the existing USD hangar. Due to this issue, USD wants to lease two lots (Lots G-2 and K-2) for the construction of a new hangar large enough to accommodate the new airplane.

Discussion: The hangar spaces within the City's airport are leased to the users. The users sign a long term lease with the City and are then responsible to place a hangar and maintain the property at their own cost. The lease with USD is no different. The lessee is responsible for the leased spaced and is also required to maintain the premises clean from debris.

This lease will last for 20-years, or until December 7, 2032. The lessee will pay the City \$775.75 per year for the first 10-years. At which point, the lease may be increased to a maximum of \$1,000.00 per year.

Financial Consideration: The City will not incur any cost.

Conclusion/Recommendations: Administration recommends signing the Lease Agreement with USD.

HANGAR LEASE AGREEMENT

The parties to this agreement are as follows:

- A. The City of Vermillion, a municipal corporation, hereinafter referred to as City
- B. The University of South Dakota, hereinafter referred to as Owner, whose address is 414 E. Clark, Vermillion, South Dakota

WHEREAS, the City owns the Harold Davidson Field situated south of Vermillion, Clay County, South Dakota, and

WHEREAS, the Owner and City desire to enter into a lease agreement, witnesseth,

I

WHEREAS, the Owner does hereby lease from the City under the terms and conditions of the Agreement the area described as **Lots G-2 and K-2 of Lot A-2, Replat of Lot A, Section 24, T92N, R52W, Clay County, South Dakota** for a period of 20-years ending the 7th day of December 2032. The Owner, upon giving the City written notice at least 90-days before the end of the first 20-year term, may renew this lease for an additional 20-year period. The rate to be paid during the period of any renewal of this lease will be determined at the time of renewal.

II

The Owner shall pay to the City for the lease of said land the sum of 5-cents per square foot per year based on the building size and of 10-cents per square foot per year based on the unused land being leased. The rate per square foot is fixed for the first 10-year period ending the 7th day of December 2022. The rate for the next 10-year period may be adjusted by the City, but the total rate may not exceed 10-cents per square foot per year based on the building size and of 10-cents per square foot per year based on the unused land being leased. The first payment will be prorated to the end of the year and is due and payable upon the signing of this agreement. Annual payments are due and payable on the first day of every year thereafter. The final payment will be prorated from the first of the year to the lease expiration date.

III

The Owner shall not alter the original terms and specifications of the hangar or remodel at any time without the written permission of the City.

IV

The hangar shall remain the property of the Owner and all obligations to insure said property shall be that of the Owner. The Owner may remove the building from the land on which it is constructed by first giving notice of an intention to do so and upon receiving written permission setting a time within which removal shall take place. Such permission shall be granted within 30-days of a request for removal.

V

The lease shall not be assignable by the Owner without the written permission of the City. In the event the aircraft hangar is sold by the Owner and the City gives its written permission to assign said lease, it is understood that the hangar shall remain on the plat on which it was constructed. Its use shall be governed by the entire terms of this lease agreement or such other terms as the City may desire to incorporate into a new lease agreement.

VI

The Owner shall be obligated to keep the hangar and all of the land situated within the hangar plot being leased herein in a clean and orderly condition and in a good state of repair. Any breach of this provision shall allow the City to cancel this agreement as hereinafter provided. The Owner agrees that no advertising signs shall be placed on the hangar or leased premises with the exception of one sign, not to exceed 10-square feet, with the name of the business or lessee occupying the premises.

VII

The Owner may not under any circumstances store gasoline or any other flammable liquid, in excess of 5-gallons total, within the hangar or premises being leased herein other than what gasoline may be incidentally stored within the operating tanks of an aircraft situated in said hangar. The Owner shall not store any other substance or material in the hangar, which would create a fire hazard not usual to aircraft hangars.

VIII

At all times during the term of this lease and any extended renewal term thereof, the Owner shall maintain the liability program as established by the State of South Dakota for any personal injury or property damage for which the Owner might become liable due to the possession, building, operating and maintenance of the aircraft hangar. Proof of compliance with this provision shall be filed at all times during the term of this lease or any extension thereof with the Finance Officer of the City of Vermillion.

IX

As permitted in accordance with applicable State law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the parties mutually agree that each will remain responsible for any and all liabilities, claims, damages, charges and expenses (collectively referred to as "liability") incurred by reason of the negligence or willful misconduct of its employees, governing board members, students, faculty, agents or assigns arising from the activities under this Agreement; and that neither party shall by this Agreement transfer such liability to the other.

X

If a substantial change is made by the City at the airport so as to necessitate a change in location of the aircraft hangars, the City shall have the right to require the Owner to move his aircraft hangar at the Owner's expense to another location provided for privately owned hangars. The Owner shall have a reasonable time in which to complete this removal. If the City requires the removal, however, the City

shall be obligated to furnish the Owner with another hangar plot of at least equal size. The Owner reserves the right to remove the hangar from City property, upon giving the City 180-day written notice, during which time the agreement will be reevaluated.

XI

It is understood that the purpose of this lease is to allow the Owner to maintain his own aircraft and to carry out any other aviation related activity. Under no circumstances may the owner conduct any business from the premises being leased herein or the aircraft hangar unless the Owner has a valid permit for the business or a FBO agreement.

XII

If the Owner breaches this contract in any respect by failing to perform any one or more of the obligations of the Owner as provided herein, the City shall have the right to terminate this lease agreement by giving the Owner a period of 10-days within which to remedy the breach of this contract. The notice may be given by the City by personal service or by mailing the notice to the Owner at his post office address as revealed by this agreement or any writing subsequently filed by the Owner, with the City Finance Officer showing a change of address. If the Owner fails to remedy the breach of this contract within 30-days after the mailing or service of the above-mentioned notice, the City may give the Owner 120-days written notice requiring the Owner to remove the hangar from City property. If the Owner fails to remove the hangar from City property within the prescribed time, all right, title and interest of the Owner in the hangar shall cease and the aircraft hangar shall become the absolute property of the City.

XIII

Upon the termination of this agreement either by the expiration of the terms of this agreement or any renewal thereof, the aircraft hangar shall become the sole and complete property of the City, and the owner shall have no further interest in the same, if it is not removed by the Owner within 120-days of the termination of this agreement.

XIV

Upon termination of this agreement and/or removal of a hangar, all improvements to the apron and base for the hangar shall become the property of the City. The Owner shall pay to the City the balance of all assessments due for aprons and similar improvements before removal of the hangar. Upon occupancy of the hangar space by a new Owner, the new Owner shall assume the payment schedule for improvements and the City shall reimburse the prior Owner the balance paid upon termination of the agreement.

XV

Snow removal on the apron adjacent to the leased land shall be the responsibility of the Owner.

XVI

The electric meter and service is to be provided by the Owner.

XVII

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State and the Owner. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

XVIII

Upon notification to the Owner, the City, through its designated officials, reserves the right to enter and inspect any hangar or building on the airport at the City's discretion.

In **WITNESS WHEREOF**, the parties have hereunto set their hands on this _____ day of _____, 20____.

CITY OF VERMILLION

John E. (Jack) Powell, Mayor

THE UNIVERSITY OF SOUTH DAKOTA



James Abbott, President

Attest:

Michael Carlson, Finance Officer

Council Agenda Memo

From: Mike Carlson, Finance Officer
Meeting: December 17, 2012
Subject: Public Safety Center Board Appointment
Presenter: Mike Carlson

Background: When the Public Safety Center was built, there was a Construction and Use Agreement entered into between the City and County on January 21, 1988. The agreement provided for a Public Safety Center Board that would resolve any issues and/or conflicts between the City and County in the use of the facility. Article III of the agreement is as follows:

The County and City agree to form a Public Safety Center Board which shall be the governing body of the Joint Law Enforcement center. The Board shall be comprised of the Sheriff, Chief of Police, Mayor, Chairman of Clay County Commissioners and three residents of Clay County. The political officials shall remain on the Board during their respective terms of office. The residents shall be appointed for a three (3) year term with the first appointees serving a three (3) year term, a two (2) year term, and a one (1) year term, respectively. All appointees to the Board shall be nominated jointly by the Clay County Commission and the Vermillion City Council.

As far as we can determine, the board has never had to meet.

Discussion: The current members of the board are Bruce Plate (2014), John Storm (2013) and Dave Thiesse (2012). Sheriff Howe and Police Chief Betzen recommend reappointing Dave Thiesse for a term ending December 31, 2015. Sheriff Howe will be recommending to the County Commissioners the reappoint of Dave Thiesse to the Public Safety Center Board.

Financial Consideration: None.

Conclusion/Recommendations: Administration recommends reappointing Dave Thiesse to the Public Safety Center Board with a term expiring December 31, 2015.

Council Agenda Memo

From: Jason Anderson, Asst. City Engineer
Meeting: December 17, 2012
Subject: Resolution Authorizing the Purchase of Wheel Loader
Presenter: Jason Anderson

Background: A 2012 CAT 914G wheel loader was destroyed in the October 22, 2012 landfill baler building fire. The destroyed 2012 CAT loader replaced a 2007 906B wheel loader. The 2007 906B that is being used for day-to-day operations was set to be declared surplus and sold. When the landfill fire occurred the sale of the 2007 loader was halted so this piece of equipment could be used for day-to-day operations.

On February 21, 2012, the City of Vermillion awarded a bid to Butler Machinery Company for a new 2012 CAT 914G wheel loader. The Butler Machinery bid of \$118,275, including a deduct-option of \$1,601 for a performance bond delete, was the lower of the two bids received.

Discussion: Butler Machinery has agreed to honor its bid price if the City completes the purchase by December 31, 2012. The purchase will include guaranteed total cost of repairs for 5000 hours/5 years, just as the original bid proposal, and delivery and payment would occur after January 1, 2013.

Financial Consideration: The purchase will come from the 2013 Joint Powers Landfill fund. The insurance proceeds will be based upon the market value of the 2012 loader lost in the fire that included solid rubber tires (\$16,000) as it was used inside the baler building to push solid waste into the conveyor to be baled. The insurance company just provided its preliminary market value numbers for the loaders and truck lost in the fire. For this loader with the solid rubber tires, the insurance company proposed a market value of \$124,205. The insurance proceeds should cover the purchase of the loader and at which time the solid rubber tires are needed we will need some reserve funds.

Conclusion/Recommendations: Administration recommends approval of the Resolution providing for the purchase of a new 2012 CAT 914G wheel loader from the February 21, 2012 City of Vermillion bid for a total amount of \$118,275.

RESOLUTION
AUTHORIZING THE PURCHASE OF
A WHEEL LOADER

WHEREAS, SDCL 5-18A-22 authorizes a governmental entity to purchase necessary supplies from the lowest responsible bidder of another governmental entity, including a bid awarded by the governmental entity, or State or the United States at the accepted bid price and the concurrence of said bidder, and;

WHEREAS, on February 21, 2012 the City of Vermillion awarded a bid for a Caterpillar 914 G wheel loader to the low bidder of Butler Machinery Company for the base bid amount of \$118,275, and;

WHEREAS, on October 22, 2012 the 2012 wheel loader was destroyed in the landfill baler building fire and the landfill has determined a need for the replacement of this equipment in the operation of the landfill, and;

WHEREAS, the City has contacted Butler Machinery Company and they have agreed to allow the City to purchase a wheel loader for the awarded price and terms as they have previously contracted with the City of Vermillion.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Vermillion, that the City Finance Officer is hereby authorized to purchase **a new 2012 Caterpillar 914G Wheel Loader from Butler Machinery Company of Sioux Falls, South Dakota** at the above stated price and under the same terms as the previous City of Vermillion bid with delivery and payment after January 1, 2013.

Dated at Vermillion, South Dakota this 17th day of December, 2012.

THE GOVERNING BODY OF THE
CITY OF VERMILLION, SOUTH DAKOTA

By _____
John E. (Jack) Powell, Mayor

ATTEST:

By _____
Michael D. Carlson, Finance Officer

(SEAL)

Council Agenda Memo

From: John Prescott, City Manager
Meeting: December 17, 2012
Subject: Library Change Order #5
Presenter: John Prescott

Background: On February 6, 2012, the City Council awarded a \$2,375,000 contract to Welfl Construction of Yankton for the addition and renovation of the Vermillion Public Library. Construction began in April 1012 and should be completed by April 1, 2013. The City Council has approved four previous change orders. The change orders, price adjustments and descriptions are:

- #1 Correct size south entrance doors at a cost of \$507 but not the architect's 8% fee
- #2 Different carpet in the Young Adult room and fireplace tile at a cost of \$1,457 plus the 8% architect's fee. This change order was funded by the Library Board.
- #3 Changing from carpet to sheet vinyl in one area and a custom color for exterior column covers which did not impact the contract cost; Additional steel for the east stairwell added \$436, removal of an old foundation added \$1,958 and raising a ceiling added \$984. Only the foundation would have included the architect's fee.
- #4 Removal of a section of sidewalk which decrease the contract by \$749; Revision of electric and data in the tech center which decreased the contract by \$1,140; provision of temporary electric and data at the interim circulation desk increased the contract by \$4,268; and raising the four rows of pendant lights which added \$3,188 to the contract price.

Discussion: Change Order #5 is for three different items. One proposal is a deduction to the contract price while the other two proposals would be additions to the overall cost. None of the three items would result in any additional construction days.

Request for Proposal #14 came arose during construction. The bid as awarded called for replacing the cedar soffit along the west side of the existing building with EIFS. The existing cedar soffit was found to be in very good condition and may actually last longer than the EIFS soffit that would have replaced it. The only reason at this point to replace the soffit would be for aesthetics The west entrance to the building has moved with the construction project and few people will now see or notice the cedar soffit. Acceptance of this proposal reduced the contract price by \$1,100.

Neither of the next two RFPs are needed from a construction standpoint to complete the project. Both are proposed as acceptance of the proposals at this point may provide some

benefits in the future. The work would also be easier to complete during construction which may lead to some cost savings.

Request for proposal #15 is to replace the glazing (glass) along the west side of the existing building. It was noticed during the construction work that the windows seals are starting to fail. As the seals fail, water is able to penetrate the system and get between the layers of glass. In working with the architect the following arguments for and against replacing the windows were discussed:

- The new windows would be more energy efficient and provide for an increased comfort level near the glass.
- The windows seals are starting to fail allowing moisture to penetrate the system. At the same time, the windows have not yet failed to a sufficient level that warrants immediate replacement. The architect supplied a technical service bulletin which indicates 17% of windows fail after 20 years and 100% fail after 43 years. The original building was constructed in 1978.
- Better appearance from the exterior. The glass is new and matches other new glass.

The cost of RFP #15 to replace the windows is \$4,613.

Request for Proposal #16 would replace the original ductboard in the existing building with new insulated sheet metal ducts. When the original building was constructed ductboard was used as it is typically less expensive. The HVAC system in the newly constructed space has metal sheet ducts. Again, in working with the architect the following arguments for and against replacing the ductboard with insulated metal sheet ducts were discussed:

- It would be more economical to replace the ducts with the ceiling opened up for construction.
- In some places the existing ductboard has been penetrated by wires for the ceiling grid.
- The new ducts would not have 30+ years of dust and debris in the system.
- Replacement metal sheet ducts are more durable and would provide a long-term solution.

The cost for RFP #16 to replace the ductboard with insulated sheet metal ducts is \$17,052.

The total cost for Change Order #5 with the architect's 8% fee included is \$ 22,210. The Library Board met on Thursday, December 10. The Board recommended approval of all three RFPs.

Financial Consideration: The construction project is funded by \$1.4 million of 2nd Penny Sales tax funds, a \$200,000 CDBG award, CDs from the Library Board and over \$1 million in contributions from Edith Siegrist. The architect's fee, site testing and other items are outside of the bid amount but are project costs that have to be funded. The Library Foundation has also raised over \$200,000 for furnishings that are also outside the bid package.

The contingency fund on this project was \$118,785 and is for items that arise during construction. Adoption of Change Orders #1, 3 and 4 have reduced the contingency balance to \$108,618. Adoption of Change order #5 will reduce the contingency balance to \$86,408. Now that the existing building has been opened up and demolition is largely complete, the likelihood of unanticipated items which result in change orders is significantly reduced.

The Library Board has talked about changes to the area where the bike racks are located which would result in another change order. They are waiting to see what happens with the overall project and costs before making a recommendation on this item. It is estimated that this cost would be in the \$12,000 to \$17,000 range. As the Library Board has nearly \$20,000 in funding between their checking account and a money market savings account, city staff hopes that they would participate financially in any funding of a change order for the bike rack.

Conclusion/Recommendations: Administration recommends adoption of the deduct for the EIFS soffit as the cedar soffit is functioning without any problem. Replacement of the windows and ductboard are both items very worthy of consideration. As the architect is comfortable that additional large scale change orders from unanticipated items shouldn't arise at this point in construction and if the City Council is willing to utilize the contingency to develop a building that should not need significant repair for many years, replacing the windows and installation of the new sheet metal ducts would be appropriate at this time and would be a good investment.



800 West 23rd, P.O. Box 60 □ Yankton, SD 57078-0060

□ Phone: 605-665-3258 □ Fax: 605-665-9384

□ E-mail: welfl@iw.net

December 5, 2012

Architecture Inc.
PO Box 2140
Sioux Falls, SD 57101-2140

Attn: Liz Squyer

Re: Vermillion Library Addition
Vermillion, SD

Dear Liz:

Attached you will find our breakdown for RFP#15 for the above referenced project in the amount of Four Thousand, Six Hundred Thirteen Dollars (\$4,613.00).

If you have any questions, please contact our office. Thank you!

Sincerely,

Welfl Construction Corp.

A handwritten signature in black ink, appearing to read "Kevin Schulz", written over the typed name.

Kevin Schulz



800 West 23rd, PO Box 60 Yankton, SD 57078-0060
C Phone 605-665-3258 D Fax: 605-665-9384
E-mail: welfl@welfl.com



RFP

To: Liz Squyer
Architecture Inc.
335 N. Main
PO Box 2140
Sioux Falls, SD 57101-2140
Ph: (605)339-1711 Fax: (605)339-2331

Number: 15
Date: 12/4/12
Job: 32-299 Vermillion Library
Phone:

Description: Replace StoreFront Glazing at 127 and 132

We are pleased to offer the following specifications and pricing to make the following changes:
Reference RFP 15 from Architecture Inc.
Cost to replace glazing at aluminum storefront at room 127 and 132.

The total amount to provide this work is \$4,613.00

The schedule is not affected by this change.

If you have any questions, please contact me at (605)665-3258.

Submitted by: Kevin Schulz
Welfl Construction Corporation

Approved by: _____
Date: _____

Cc:

32-299 Vermillion Library

RFP - 15
Replace StoreFront Glazing at 127 and 132

Welfl Construction Corporation

Print Date 12/4/2012

<u>Number</u>	<u>Date</u>	<u>Description</u>	<u>Labor</u>	<u>Material</u>	<u>Sub</u>	<u>Total</u>
15	12/4/12	Replace StoreFront Glazing at 127 and 132				
		<i>Alum Entr/ Store Fronts/ Glzg</i>			4,100.00	4,100.00
		<i>Labor Burden</i>				0.00
		<i>Sales Tax</i>				0.00
		<i>Bond</i>				34.00
		<i>Builders Risk</i>				7.00
		<i>Overhead- Gen</i>				0.00
		<i>Overhead - Sub</i>				124.00
		<i>Indirect Cost & Fee-Gen</i>				0.00
		<i>Indirect Cost & Fee -Sub</i>				256.00
		<i>Excise Tax</i>				92.00

Total Price RFP - 15

\$4,613.00



800 West 23rd, PO Box 60 □ Yankton, SD 57078-0060
□ Phone: 605-665-3258 □ Fax: 605-665-9384
□ E-mail: welfl@welfl.com

December 13, 2012

Architecture Inc.
ATTN: Liz Squyer
415 S. Main Avenue
P. O. Box 2140
Sioux Falls, SD 57101-2140

RE: Public Library Expansion and Remodel
Vermillion, SD

Dear Liz:

Attached you will find RFP #16R1 for the above referenced project in the amount of Seventeen Thousand, Fifty-Two and 00/100's Dollars (\$17,052.00).

If you have any questions, please contact our office.

Sincerely,

Welfl Construction Corporation

A handwritten signature in black ink, appearing to read 'K. Schulz'.

Kevin Schulz

Enclosure



600 West 23rd, PO Box 60 □ Yankton, SD 57078-0060
□ Phone 605-665-3258 □ Fax: 605-665-9384
□ E-mail: welfl@welfl.com



RFP

To: Liz Squyer
Architecture Inc.
335 N. Main
PO Box 2140
Sioux Falls, SD 57101-2140
Ph: (605)339-1711 Fax: (605)339-2331

Number: 16R1
Date: 12/13/12
Job: 32-299 Vermillion Library
Phone:

Description: Replace Ductboard with Galvanized Duct

We are pleased to offer the following specifications and pricing to make the following changes:
Reference RFP 16 from Architecture Inc.
Revised cost to replace the ductboard ventilation duct with galvanized steel

The total amount to provide this work is \$17,052.00

The schedule is not affected by this change.

If you have any questions, please contact me at (605)665-3258.

Submitted by: Kevin Schulz
Welfl Construction Corporation

Approved by: _____
Date: _____

Cc:

32-299 Vermillion Library

RFP - 16R1
Replace Ductboard with Galvanized Duct

Welfl Construction Corporation

Print Date 12/13/2012

<u>Number</u>	<u>Date</u>	<u>Description</u>	<u>Labor</u>	<u>Material</u>	<u>Sub</u>	<u>Total</u>
16R1	12/13/12	Replace Ductboard with Galvanized Duct				
		HVAC		15,157.00		15,157.00
		Labor Burden				0.00
		Sales Tax				0.00
		Bond				125.00
		Builders Risk				24.00
		Overhead- Gen				0.00
		Overhead - Sub				459.00
		Indirect Cost & Fee-Gen				0.00
		Indirect Cost & Fee -Sub				946.00
		Excise Tax				341.00

Total Price RFP - 16R1

\$17,052.00

Council Agenda Memo

From: Jason Anderson, Asst. City Engineer

Meeting: December 17, 2012

Subject: Purchase of Fire Pumper Truck

Presenter: Jason Anderson

Background: The replacement of the 1992 Fire Department Pumper truck is budgeted in the 2013 Equipment Replacement Fund (ERF). The City opened sealed bids on December 10, 2012. A copy of the bid tabulation sheet is attached.

Discussion: Three bids were received, with the lowest bid coming from Danko Emergency Equipment for \$323,373. Danko bid a Smeal Volunteer Series 1500 truck. The other two bids received were \$335,892 and \$341,261.

Deduct options for a rear intake delete, aluminum hose bed cover delete, generator delete, and performance bond delete were included in the event that the bids received were over budget and cuts would need to be made.

Staff feels that the current pumper truck still has value on the open market. Therefore, the current truck will be sold by sealed bids.

Financial Consideration: The 2013 Equipment Replacement Fund includes \$335,000 for the purchase of the pumper truck. When the delivery date of the new truck is confirmed we will surplus the current truck for sale. The estimated sale price is \$35,000, which would be returned to the Equipment Replacement Fund.

Conclusion/Recommendations: Administration recommends awarding the new pumper truck to Danko Emergency Equipment for a Smeal Fire Apparatus truck for \$323,373 less the deduct option for the performance bond for a total bid price of \$320,066. Smeal Fire Apparatus has provided several pieces of fire equipment to the City of Vermillion over the past several years, including the ladder truck purchase in 2008, and provides excellent service after the sale.

BID TABULATION

PROJECT: Pumper Truck

DATE: December 10, 2012

BIDDER	Allegiant Emergency Services	Danko Emergency Equipment	Heiman Fire Equipment	
ADDRESS	PO Box 695 Hartford, SD 57033	PO Box 218 Snyder, NE 68664	25814 Rudolph Ave. Sioux Falls, SD 57107	
BID SECURITY	10% Bid Bond	10% Bid Bond	10% Bid Bond	
RECEIPT OF ADDENDUM #1	Yes	Yes	Yes	
RECEIPT OF ADDENDUM #2	Yes	Yes	Yes	
ITEM	DESCRIPTION			
1	One New Pumper Truck as per specifications	\$ 323,373.00	\$ 341,261.00	
	Make & Model	Toyne Pumper Truck	Smeal Volunteer Series 1500	Rosenbauer Centurion
2	Deduct Alternate Option #1 Amount to be deducted from bid to eliminate the rear intake with electric valve	\$ (3,810.00)	\$ (3,490.00)	\$ (3,819.00)
3	Deduct Alternate Option #2 Amount to be deducted from bid to eliminate the aluminum hose bed cover and install a vinyl cover with weighted flap	\$ (1,560.00)	\$ (1,142.00)	\$ (2,422.00)
4	Deduct Alternate Option #3 Amount to be deducted from bid to eliminate the 8 KW Smart Power hydraulic generator and install Command Light 12V/LED	\$ (5,580.00)	\$ (5,513.00)	\$ (5,735.00)
5	Deduct Alternate Option #4 Amount to be deducted from bid for performance bond delete	\$ (3,325.00)	\$ (3,307.00)	\$ (1,710.00)
Equipment Delivery ARO	280-310 days	240-300 days	295 days	

CITY OF VERMILLION
 INVOICES PAYABLE-DECEMBER 17, 2012

1 ARCHITECTURE INC.	PROFESSIONAL SERVICES- LIBRARY	2,715.00
2 BROADCASTER PRESS	ADVERTISING	893.77
3 BUREAU OF ADMINISTRATION	LONG DISTANCE	276.04
4 CANNON TECHNOLOGIES, INC	SUPPLIES	799.68
5 CANON FINANCIAL SERVICES	COPIER LEASE	196.27
6 CENTURYLINK	TELEPHONE	1,510.38
7 CITY OF VERMILLION	LANDFILL VOUCHERS	180.00
8 CLAY-UNION ELECTRIC CORP	ELECTRICITY	782.37
9 DEPT. ENVIRONMENT NATL RES	LANDFILL OPERATIONS FEE	2,773.64
10 EUGENE HULT	REFUND AMB OVERPAYMENT	20.66
11 FOREMAN MEDIA	COUNCIL MTGS	100.00
12 GREGG PETERS	MANAGERS FEE	5,375.00
13 HYDROCAD SOFTWARE SOLUTION	SOFTWARE-STORM DRAINAGE	2,055.00
14 INDEPENDENCE WASTE	WASTE HAULING	90.00
15 INSURANCE BENEFITS INC.	AIRPORT LIABILITY COVERAGE	2,615.00
16 INTERNATIONAL PUBLIC MGMT	TESTING SUPPLIES	440.00
17 JOINT UTILITY TRAINING SCHOOL	REGISTRATION	800.00
18 KNOLOGY	DIALUP SERVICE	49.95
19 LARRY'S HTG & COOLING, INC	REPAIRS	366.95
20 LOREN FISCHER DISPOSAL	HAUL CARDBOARD	210.00
21 MATHESON TRI-GAS, INC	OXYGEN	141.20
22 MIDAMERICAN	GAS USAGE	3,532.97
23 MIDCONTINENT COMMUNICATION	CABLE/INTERNET SERVICE	105.95
24 MIKE TAGGART	SAFETY GLASSES REIMBURSEMENT	150.00
25 PETE LIEN & SONS, INC	CHEMICALS	4,592.65
26 RESERVE ACCOUNT	POSTAGE FOR METER	950.00
27 SD PUBLIC ASSURANCE ALLIANCE	LAW ENFORCEMENT COVERAGE	9,256.80
28 SIOUX EQUIPMENT	PARTS	503.20
29 SPRINT	CELL PHONES	1,338.29
30 STERN OIL CO.	FUEL	13,553.49
31 THE EQUALIZER	ADVERTISING	544.40
32 TITAN ACCESS ACCOUNT	PARTS	1,718.42
33 TRUE VALUE	SUPPLIES	25.48
34 UNITED PARCEL SERVICE	SHIPPING	8.54
35 US POSTMASTER	POSTAGE FOR UTILITY BILLS	1,050.00
36 VERMILLION CHAMBER OF COMMERCE	WATER MAIN-COMMERCE DRIVE	11,562.49
37 VERMILLION CONCRETE	SIDEWALK REPAIRS	3,160.19
38 VISA/FIRST BANK & TRUST	FUEL/LODGING/SUPPLIES	1,531.11
39 CHARLES SWICK	BRIGHT ENERGY REBATE	150.00
40 TOM CRAIG	BRIGHT ENERGY REBATE	175.00
41 SUZANNE SKYRM	BRIGHT ENERGY REBATE	175.00
42 MEAD LUMBER	BRIGHT ENERGY REBATE	100.00

TOTAL DECEMBER 17, 2012 76,574.89

INVOICES PAYABLE-JANUARY 2, 2013

1 SDML WORKERS COMP FUND	WORKERS COMPENSATION	97,763.00
2 SD PUBLIC ASSURANCE ALLIANCE	BOILER INSURANCE	12,198.00
TOTAL JANUARY 2, 2013		109,961.00