



Special Meeting Agenda City Council

12:00 pm (noon) Special Meeting
Monday, July 18, 2011
Large Conference Room
25 Center Street
Vermillion, South Dakota 57069

1. **Roll Call**
2. **Education Session – Sidewalk survey update – Jordan McQuillen.**
3. **Education Session – 2011 sidewalk inspection program – Jose Dominguez.**
4. **Education Session – Proposed Driveway cut policy – Jose Dominguez.**
5. **Briefing on the July 18, 2011 City Council Regular Meeting Agenda-** Briefings are intended to be informational only and no deliberation or decision will occur on this item.
6. **Adjourn**

Access the City Council Agenda on the web – www.vermillion.us

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

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

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

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

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



City of Vermillion Council Agenda

7:00 p.m. Regular Meeting

Monday, July 18, 2011

City Council Chambers

25 Center Street

Vermillion, South Dakota 57069

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
 - a. July 5, 2011 Special Session; July 5, 2011 Regular Session.
4. **Adoption of the Agenda**
5. **Visitors To Be Heard**
 - a. Vermillion Public Library.
 - b. National Night Out proclamation.
6. **Public Hearings**
 - a. 2000-2020 Comprehensive Plan Amendments.
7. **Old Business**
8. **New Business**
 - a. Architectural Services agreement with Architecture Incorporated for the Vermillion Library addition and expansion.
 - b. First Reading of Ordinance 1255 – Adopting Rental Housing Regulations and Establishing the International Property Maintenance Code.
 - c. First Reading of Ordinance 1256 – Amending the International Property Maintenance Code as adopted by the City of Vermillion to include residential structures registered as rental dwelling units.
 - d. Resolution Authorizing State Water Plan Application for Landfill.
 - e. Request to close four Main Street parking stalls in front of Hollywood Video on Thursday, July 28 from 7:00 a.m. until 5:00 p.m. for sidewalk sale.
 - f. Designation of representation to the South Dakota Municipal Power Agency.
 - g. Designation of representation for Missouri River Energy Services business.
9. **Bid Openings**
10. **City Manager's Report**
11. **Invoices Payable**
12. **Consensus Agenda**
 - a. Set a public hearing date of August 1, 2011 for a special daily malt beverage and wine license for the Fraternal Order of Eagles on or about August 10 & 11, 2011 at the Clay County Fair Grounds.

13. Adjourn

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

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

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

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

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Vermillion City Council's Values and Vision

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

Unapproved Minutes
Council Special Session
Tuesday, July 5, 2011
Monday 12:00 noon

The special session of the City Council, City of Vermillion, South Dakota was held on Tuesday, July 5, 2011 at 12:00 noon in the City Hall large conference room.

1. Roll Call

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

Absent: French

2. Water Department - Decade of Excellence Award recognition

Mayor Powell read a letter of recognition received from the South Dakota Department of Environment and Natural Resources (DENR) for the Vermillion Water Treatment Plant and plant operators for a Decade of Drinking Water Excellence Award. Mayor Powell presented the Decade of Excellence award to Randy Isaacson, Water Superintendent.

3. Informational Session - City Council redistricting proposal - Mike Carlson

Mike Carlson, Finance Officer, reported that the Fourteenth Amendment to the United States Constitution guarantees equality of voting power and, as such, after each census, the City needs to review the population in each ward to have the total deviation less than 10 percent of the average population. The ward boundaries will need to be adjusted in advance of the June 2012 election to give the County Auditor time to notify the registered voters of the change in wards. SECOG has assisted the City in preparing ward maps with the 2010 census numbers that have the deviation at 16.27% with the Central Ward being 10.33% low and the Southeast Ward being 5.94% high while the Northeast and Northwest Wards are 2% off the average population. Mike noted that the Coyote Village was empty when the census count was being conducted and the mobile home park where it is located was also empty so, as Coyote Village fills, there will be individuals returning to the Central Ward. During the last ten years, the Southeast Ward has shown the largest growth and with vacant ground in that area has the potential for continued growth. One option is to move the Central and Southeast Ward boundary from Yale Street to University Street which brings the total deviation to

4.84%, well below the 10% requirement. University Street had been the ward boundary years earlier and is the ward boundary further north. Discussion followed on the proposed ward boundary change with the consensus to move forward with the ordinance to make the ward boundary change after notice has been placed in the City Update in the August Equalizer.

4. Briefing on the July 5, 2011 City Council Regular Meeting Agenda
Council reviewed items on the agenda with City staff. No action was taken.

5. Adjourn

189-11

Alderman Zimmerman moved to adjourn the Council special session at 12:46 p.m. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 5th day of July, 2011.

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
July 5, 2011
Monday 7:00 p.m.

The regular session of the City Council, City of Vermillion, South Dakota was called to order on July 5, 2011 at 7:00 p.m. by Mayor Powell.

1. Roll Call

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

Absent: French

2. Pledge of Allegiance

3. Minutes

A. June 20, 2011 Special Session; June 20, 2011 Regular Session

190-11

Alderman Zimmerman moved approval of the June 20, 2011 special session minutes and the June 20, 2011 regular session minutes with the addition to Motion 186-11 that Alderman Meins seconded the motion, Motion carried 8 to 0. Mayor Powell declared the motion adopted. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

4. Adoption of Agenda

191-11

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

5. Appointment of Administrative Officers

A. Finance Officer

Mayor Powell recommended the appointment of Mike Carlson as Finance Officer.

192-11

Alderman Davies moved approval of the appointment of Mike Carlson as Finance Officer. Alderman Willson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. City Attorney

Mayor Powell recommended the appointment of James McCulloch as City Attorney.

193-11

Alderman Willson moved approval of the appointment of James McCulloch as City Attorney. Alderman Davies seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

6. Other Appointments and Designations

A. Official Newspaper

Mike Carlson, Finance Officer, reported that State law requires the designation of an official newspaper, which has been the Vermillion Plain Talk.

194-11

Alderman Zimmerman moved approval of the designation of the Vermillion Plain Talk as the official newspaper. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. Official Depositories

Mike Carlson reported that State law requires the designation of official depositories of the City funds and requested designation for the following: CorTrust Bank, First Bank & Trust, First Dakota National Bank, Bank of the West, S.D. Public Funds Investment Trust, Wells Fargo and First National Bank in Sioux Falls.

195-11

Alderman Grayson moved approval of the designation of the following as official depositories: CorTrust Bank, First Bank & Trust, First Dakota National Bank, Bank of the West, S.D. Public Funds Investment Trust, Wells Fargo and First National Bank in Sioux Falls. Alderman Davies seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

C. Consolidated Board of Equalization

Mike Carlson, Finance Officer, reported that the County, School, and City have adopted a resolution to consolidate the Board of Equalization and the County requests that the entities reaffirm their intent before November of each year.

196-11

Alderman Osborne moved approval of the consolidation of the Board of Equalization with the County and School for the coming year. Alderman Zimmerman seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

D. Determination of Rules of Order

John Prescott, City Manager, stated that the City Council Rules and Procedures call for the City Council to designate an edition of Robert's Rules of Order. He stated that the City is currently using the 9th edition and has copies of this version available.

197-11

Alderman Grayson moved approval of the determination of Robert's Rules of Order 9th Edition as the rules of order for City Council meetings. Alderman Ward seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

7. Visitors to be Heard

A. Corps of Discovery presentation - Larry Smith

Mayor Powell read a Recognition of Honorary Captain in the Vermillion Corps of Discovery to Larry Smith in recognition for his Ride with Larry event that raised awareness of the impact of cycling to fight Parkinson's Disease. Larry expressed his appreciation for the presentation. Betty Smith reported on the activities that were held each night during the ride with local Parkinson's disease support groups explaining the benefits of exercise in fighting the disease.

8. Public Hearings

A. Special daily malt beverage and wine license for the Vermillion Chamber of Commerce and Development Company on or about July 21, August 4, August 25, and September 1, 2011 at the Ratingen Platz on the corner of W. Main Street and Market Street and the Market Street right-of-way from W. Main Street south one-half block.

John Prescott, City manager, reported that an application has been received from the Vermillion Chamber and Development Company for the Thursdays on the Platz events similar to last year. The events are scheduled for 6:00 p.m. to 8:00 p.m. with a number of the conditions listed in the memo if the City Council wanted to address them.

198-11

Alderman Zimmerman moved approval of the special daily malt beverage and wine license for the Vermillion Chamber of Commerce and Development Company on or about July 21, August 4, August 25, and September 1 at the Ratingen Platz and the Market Street right-of-way for one-half block south of Main Street. Alderman Ward seconded the motion. Steve Howe, Executive Director of the Vermillion Chamber and Development Company (VCDC), reported that five individuals will be monitoring the area, all bartenders will be TAM certified, restrooms are available from two local businesses, trash cans will be placed, volunteers are scheduled for cleanup, and the VCDC has insurance for the event. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

9. Old Business - None

10. New Business

A. 2010 comprehensive Annual Financial Report

Mike Carlson, Finance Officer, reported that the 2010 Audited Comprehensive Financial Report is included in the packet. The firm of Williams & Company completed the audit and their letter to the Mayor and Council is included in the packet. The Department of Legislative Audit has reviewed and accepted the audit report with their letter included in the packet. The City Council will need to accept the report.

199-11

Alderman Davies moved approval of the acceptance of the 2010 Comprehensive Financial Report. Alderman Zimmerman seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. Street closing request for Thursdays on the Platz for half block of Market Street south of Main

Andy Colvin, Assistant to the City Manager, reported that a request was received from the Thursday of the Platz Committee to close Market Street from Main Street one-half block south to the east-west

alley on July 21, August 4, August 25, and September 1 from 5:00 p.m. to 9:00 p.m. for the Thursdays on the Platz events.

200-11

Alderman Ward moved approval of the closing of Market Street from Main Street one-half block south to the east-west alley on July 21, August 4 and 25, and September 1 from 5:00 p.m. to 9:00 p.m. for Thursdays on the Platz activities. Alderman Grayson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

C. Resolution adjusting zoning fees

Andy Colvin, Assistant to the City Manager, reported that a review was conducted of the zoning ordinance that provides that the City Council may establish fees for conditional use permits, variances, and zone changes. The City Council reviewed these fees at the June 20, 2011 noon meeting with other communities fees and Clay County fees. The consensus was to adjust the fees to be the same as Clay County at \$150 for zone changes, \$100 for conditional fees, and to remain at \$100 for variances, but to include a reduced fee of \$75 for a zone change done at the same time as annexation. Discussion followed.

201-11

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

RESOLUTION ADJUSTING APPLICATION FEES FOR CONDITIONAL USE PERMITS, VARIANCES AND CHANGES OF ZONE

WHEREAS, Title XV, Chapter 155, Sections 155.095 (C) and 155.099 (B) of the 2008 Revised Ordinances of the City of Vermillion permits the City Council to designate the application fees for conditional use permits, variances, changes of zone and other matters pertaining to Chapter 155.

BE IT HEREBY RESOLVED, by the Governing Body of the City of Vermillion, South Dakota, at a regular meeting thereof in the City Council Chambers of said City on July 5, 2011, that the application fees for conditional use permits, variances, and changes of zone be designated as follows:

155.095 (C) Fees

An application fee of one hundred dollars (\$100.00) shall accompany each application for a conditional use permit.

155.099 (B) Fees

An application fee of one hundred fifty dollars (\$150.00) shall accompany each application for a request for zone change. The application fee for concurrent change of zone request and annexation request shall be seventy-five dollars (\$75.00).

An application fee of one hundred dollars (\$100.00) shall accompany each petition for a variance.

Dated at Vermillion, South Dakota this 5th day of July, 2011.

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. 8 members voted in favor of and 0 members voted in opposition to the Resolution. Mayor Powell declared that the Resolution was adopted.

11. Bid Openings

A. Fuel Quotes

Mike Carlson, Finance Officer, read the monthly fuel quotes received and recommended the low quote from Midway-Vollan Oil on all four items.

4,350 Gal. unleaded 10% ethanol: Stern Oil \$3.3381, Midway-Vollan Oil \$3.3185; 1,000 Gal. unleaded: Stern Oil \$3.3699, Midway-Vollan Oil \$3.3525; 3,000 Gal. No. 2 diesel fuel-dyed: Stern Oil \$3.2074, Midway-Vollan Oil \$3.2045; 1,000 Gal. No. 2 diesel fuel-clear: Stern Oil \$3.5074, Midway-Vollan Oil \$3.4195

202-11

Alderman Zimmerman moved approval of the low quote of Midway-Vollan Oil on Item #1 in the amount of \$3.3185, Item #2 in the amount of \$3.3525, Item #3 in the amount of \$3.2045, and Item #4 in the amount of \$3.4195. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. Truck dump body and snow plow

Harold Holoch, Utility Engineer, read the bids received for the truck dump body and snow plow with the recommendation to reject the bid from Sanitation Products as it does not meet specifications as the front mount snow plow height is below specifications and there are a few minor deviations in their dump body specifications. Harold recommended awarding the bid to the next low bidder, NTEC, for \$33,549.00. Discussion followed.

NTEC \$33,549.00; Sanitation Products \$33,377.44; Steffen \$37,900.00; Lankota Custom Truck \$33,805.00

203-11

Alderman Grayson moved approval of rejecting the bid from Sanitation Products as it did not meet specifications and awarding the bid to the low qualified bid of NTEC in the amount of \$33,549.00 for the dump body and snow plow. Alderman Ward seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

12. City Manager's Report

A. John reported that the retirement reception for Harold Holoch will be on Wednesday, July 6th at City Hall from 2:00 p.m. to 4:00 p.m.

B. John reported that the Water Department was recognized by the SD Department of Environment and Natural Resources for a Decade of Excellence in water quality. The City Council presented the award to the Water Department at the noon meeting.

C. John reminded citizens that sump pumps are not to be connected to the sanitary sewer but to the storm sewer system or out onto the lawn. The connections to the sanitary sewer provides for additional treatment and costs of operating the wastewater treatment facilities.

D. John reported that he would be contacting Council members about scheduling dates in August for the budget hearings which, in the past, have been scheduled around the second week of August.

E. John reported that the banners going up on Cherry Street are a joint project of Coyoteoply and the City. The Coyoteoply group raised funds in the spring of 2010 for this project. The banners were designed under the City's direction and funded by Coyoteoply with the Vermillion Light & Power doing the installation.

F. John reminded the community that Main Street, Center and Court Streets will be closed for the Tri-State Drive-In Cruisers Car Show on Wednesday, July 6th from 4:30 p.m. to 8:00 p.m.

PAYROLL ADDITIONS AND CHANGES

Engineering: Travis Van Beek \$18.25/hr; Code: Isaac Walker \$12.66/hr;
Recreation: David Day \$7.50/hr; Pool: Erin Rasmussen \$8.50/hr; Parks:
Grant Sjaarda \$7.50/hr; Library: Michael Roberts \$7.25/hr

13. Invoices Payable

204-11

Alderman Davies moved approval of the following bills:

A & A REFRIGERATION	REPAIRS	134.00
A & M PRODUCTS COMPANY	PLAQUES	95.00
ACCENT ENVIROBALE	BALE BAGS	24,804.44
AIR LIQUIDE INDUSTRIAL U.S	CHEMICALS	1,316.00
ALLTEL	POLICE COMMUNICATION	211.15
APEX EQUIPMENT, LLC	PARTS	591.98
APPEARA	SUPPLIES	289.39
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	211.17
ARAMARK-WEARGUARD	UNIFORMS	300.60
AUTOMATIC BUILDING CONTROL	PARTS	138.07
BAKER & TAYLOR BOOKS	BOOKS	293.06
BANNER ASSOCIATES, INC	PROFESSIONAL SERVICES	4,330.38
BARKLEY ASPHALT	ASPHALT	7,130.90
BATTERIES PLUS	BATTERY	21.95
BEST WESTERN RAMKOTA INN	LODGING	167.98
BIERSCHBACH EQPT & SUPPLY	SUPPLIES	346.40
BILLION AUTO	REPAIRS	190.12
BIOVERSE, INC	SUPPLIES	330.00
BOMGAARS	UNIFORM SHIRTS	27.98
BOOK WHOLESALERS, INC	BOOKS	634.43

BOW CREEK METAL INC	POWDER COATING	225.00
BROADCASTER PRESS	ADVERTISING	78.00
BRUNICKS SERVICE INC	PROPANE	139.00
BUTLER MACHINERY CO.	PARTS	1,070.69
BW INSURANCE AGENCY, INC	NOTARY BOND	130.00
CALLAWAY GOLF	MERCHANDISE	446.15
CAMPBELL SUPPLY	SUPPLIES	1,192.76
CANNON TECHNOLOGIES, INC	SUPPLIES	1,578.96
CANON FINANCIAL SERVICES	COPIER CONTRACT	56.16
CAREFREE SECURITY PRODUCTS	REPAIRS	57.00
CASK & CORK	MERCHANDISE	863.52
CBCINNOVIS, INC	SUPPLIES	25.96
CENTURY BUSINESS PRODUCTS	COPIER CONTRACT	36.51
CERTIFIED TESTING SERVICES	PROFESSIONAL SERVICES	200.00
CHAIN REACTION DISC GOLF	DISC GOLF SIGNS	490.00
CHEMCO, INC	SUPPLIES	284.54
CHERRY STREET GRILLE	CATERING	779.00
CHESTERMAN CO	MERCHANDISE	1,210.73
CITY OF VERMILLION	COPIES/POSTAGE	1,687.85
CITY OF VERMILLION	UTILITY BILLS	36,205.41
CLAY COUNTY AUDITOR	EMERGENCY MGMT	1,200.00
CLAY RURAL WATER SYSTEM	WATER USAGE	40.20
CLAY-UNION ELECTRIC CORP	LANDFILL REPAIRS	2,223.00
COBRA PUMA GOLF, INC	MERCHANDISE	68.77
COFFEE KING, INC	SUPPLIES	57.75
COLONIAL LIFE ACC INS.	INSURANCE	3,590.86
CONCRETE MATERIALS	GOLF SAND	830.30
CONTINENTAL RESEARCH CORP	SUPPLIES	126.28
COYOTE CONVENIENCE	FUEL	34.53
CULLIGAN WATER	WATER COOLER	113.00
D & D PEST CONTROL	INSPECTION/TREATMENT	17.50
D-P TOOLS	SUPPLIES	70.20
DAKOTA BEVERAGE	MERCHANDISE	9,470.20
DAKOTA PC WAREHOUSE	COMPUTERS/REPAIRS	1,562.93
DANKO MES, INC.	SUPPLIES	730.00
DELTA DENTAL PLAN	INSURANCE	5,475.20
DEMCO	SUPPLIES	454.47
DENNIS MARTENS	MAINTENANCE	833.34
DEPT OF REVENUE	TESTING	196.00
DEPT. ENVIRONMENT NATL RES	DRINKING WATER FEE	4,250.00
DEWILD GRANT RECKERT & ASSOC	PROFESSIONAL SERVICES	9,451.88
DIAMOND VOGEL PAINTS	HYDRANT PAINT	683.46
DIANE'S GREENHOUSE	PARKS PLANTS	347.67

DUST TEX	SUPPLIES	45.80
E.A SWEEN COMPANY	SUPPLIES	285.08
EARTHGRAINS BAKING CO'S INC	SUPPLIES	245.50
EBSCO	SUBSCRIPTION	3,848.07
ECHO ELECTRIC SUPPLY	PARTS	288.97
ELECTRONIC ENGINEERING	MAINTENANCE	1,580.00
ELLIOTT EQUIPMENT CO	PARTS	119.15
ENTERSECT	ONLINE AGREEMENT	79.00
ENVIRONMENTAL PRODUCTS	PARTS	122.67
ERIN J. SEEP	MAINTENANCE	87.00
FARMER BROTHERS CO.	MERCHANDISE	37.88
FASTENAL COMPANY	SUPPLIES	168.27
FLAGS UNLIMITED	FLAG/SNAPS	72.48
FOOT-JOY	MERCHANDISE	186.06
FOREMAN MEDIA	COUNCIL MTG	50.00
FRED HAAR CO, INC	PARTS	2,114.54
FULLERTON LUMBER CO	SUPPLIES	1,204.88
GALE	BOOKS	49.58
GE CAPITAL	COPIER LEASE	114.48
GERMAINE MARTIN	PROFESSIONAL SERVICE	60.00
GL SPORTS	REC EQUIPMENT	4,681.14
GRAHAM TIRE CO.	TIRES	423.74
GRAINGER	SUPPLIES	1,228.93
GRAYBAR ELECTRIC	SUPPLIES	773.27
GREGG PETERS	FREIGHT	1,732.25
GREGG PETERS	RENT	937.50
GUARANTEE OIL CO INC	SUPPLIES	26.60
HARLAND TECHNOLOGY SERVICE	SUPPLIES	99.45
HARTINGTON TREE LLC	STUMP GRINDING	250.00
HAWKINS WATER TREATMENT	CHEMICALS	3,531.96
HD SUPPLY WATERWORKS	SUPPLIES	3,363.20
HDR ENGINEERING, INC	PROFESSIONAL SERVICES	6,536.20
HERCULES INDUSTRIES, INC	SUPPLIES	414.63
HERREN-SCHEMPP BUILDING	SUPPLIES	2.96
HY VEE FOOD STORE	SUPPLIES	406.76
IN CONTROL, INC	PROFESSIONAL SERVICES	192.00
INDEPENDENCE WASTE	WASTE HAULING	1,062.00
INGRAM	BOOKS	463.94
J.W JUNG SEED & NURSERY CO	PARKS PLANTS	114.82
JACKS UNIFORM & EQPT	UNIFORMS	443.30
JAY'S PLUMBING	REPAIRS	104.76
JOHN A CONKLING DIST.	MERCHANDISE	6,748.85
JOHNSON BROTHERS FAMOUS BRANDS	MERCHANDISE	23,453.37

JOHNSON CONTROLS	REPAIRS/MAINTENANCE	5,242.24
JOHNSTONE SUPPLY	PARTS	58.42
JOHNYS ELECTRIC	UNDERGROUND REIMBURSEMENT	980.00
JONES ACE HARDWARE	SUPPLIES	1,706.85
JONES FOOD CENTER	SUPPLIES	1,318.95
KARSTEN MFG CORP	MERCHANDISE	206.69
KNIFE RIVER MIDWEST, LLC	ASPHALT	1,012.05
KNOLOGY	DIAL-UP SERVICE	49.95
KOLLY FOSTVEDT	WATER HEATER REBATE	600.00
LARGE PRINT OVERSTOCKS	BOOKS	26.20
LEGGETTE, BRASHEARS & GRAHAM	PROFESSIONAL SERVICES	2,207.28
LEISURE LAWN CARE	TREATMENT	155.00
LESSMAN ELEC. SUPPLY CO	SUPPLIES	182.00
LINCOLN MUTUAL LIFE	INSURANCE	507.20
LOCATORS AND SUPPLIES, INC	SUPPLIES	189.30
MALLOY ELECTRIC	PARTS	267.95
MARINE RESCUE PRODUCTS INC	POOL SUPPLIES	222.95
MARKS LAWN CARE	MOWING	857.50
MARKS MACHINERY	PARTS	45.54
MART AUTO BODY	TOWING	600.00
MATHESON TRI-GAS, INC	CARBON DIOXIDE	85.05
MC2, INC	PARTS	105.12
MCCULLOCH LAW OFFICE	PROFESSIONAL SERVICES	816.00
MEDAL AND TROPHY CO, INC	MEDALS	36.93
MEDIBADGE, INC	SUPPLIES	98.15
MID-AMERICAN RESEARCH CHEM	CHEMICALS	170.24
MIDWEST ALARM CO	ALARM MONITORING	120.00
MIDWEST BUILDING MAINTENANCE	MAT SVC	372.70
MIDWEST READY MIX	RED ROCK/FLOWABLE FILL	1,321.50
MIDWEST TURF & IRRIGATION	PARTS	2,170.13
MINNESOTA'S HERITAGE	SUBSCRIPTION	25.00
MISSOURI VALLEY MAINTENANCE	REPAIRS	5,908.92
MOORE WELDING & MFG	WELDING	150.00
MOVIE LICENSING USA	COPYRIGHT LICENSE	325.00
MURPHS APPLIANCE & TV	REFRIGERATOR	429.00
MUSCO SPORTS LIGHTING, LLC	SUPPLIES	549.04
N B GOLF LLC	GOLF CAR LEASE	3,741.60
NATIONAL WILDLIFE FEDERATION	MEMBERSHIP	15.00
NCL OF WISCONSIN, INC	SUPPLIES	294.40
NEBRASKA JOURNAL-LEADER	ADVERTISING	135.00
NETSYS+	PROFESSIONAL SERVICES	290.99
NEW YORK LIFE	INSURANCE	95.00
NOVELTY MACHINE & SUPPLY	REPAIRS	190.00

OFFICE SYSTEMS CO	COPIER CONTRACT	765.94
OLSON MEDICAL CLINIC	PRE-EMPLOYMENT PHYSICALS	360.00
ORIENTAL TRADING CO	SUPPLIES	26.99
OXMOOR HOUSE	BOOKS	36.91
PATRICIA MCDANIEL	BOOKS	20.00
PAUL J. ROOB	WATER HEATER REBATE	150.00
PEPSI COLA	POP	102.00
PETE LIEN & SONS, INC	CHEMICALS	7,800.78
PITNEY BOWES	POSTAGE METER RENTAL	242.49
PKG CONTRACTING, INC	WWTF PHASE II IMPROVEMENTS	100,473.95
PNC EQUIPMENT FINANCE	DEFIBRILLATOR LEASE	741.27
POMPS TIRE SERVICE, INC.	TIRES	1,498.94
PRAIRIE BERRY WINERY	MERCHANDISE	750.00
PRESSING MATTERS	SUPPLIES	55.00
PRESTO-X-COMPANY	INSPECTION/TREATMENT	40.95
PRINT SOURCE	SUPPLIES	211.20
PROPET DISTRIBUTORS	SUPPLIES	236.90
PUMP N PAK	FUEL	2,655.32
QUEEN CITY WHOLESALE	SUPPLIES	1,399.24
QUILL	SUPPLIES	1,418.42
QWEST	TELEPHONE	733.78
RACOM CORPORATION	MAINTENANCE CONTRACT	511.00
RADIANT HEAT, INC	HEATING SYSTEM	4,143.00
RANDOM HOUSE, INC	BOOKS	285.00
RECORDED BOOKS, INC	BOOKS	474.40
RECREATION SUPPLY CO.	SUPPLIES	468.25
REINHART FOODSERVICE, LLC	SUPPLIES	2,131.75
REPUBLIC NATIONAL DIST	MERCHANDISE	29,196.25
RESCO	SUPPLIES	804.00
REST ROOM WORLD	SUPPLIES	406.70
RICK ERICKSON	WATER HEATER REBATE	120.00
ROSEWOOD GREENHOUSE	FLOWERS	572.84
SANITATION PRODUCTS	PARKS PLANTS	280.02
SCHAEFFER MFG. CO	SUPPLIES	567.60
SD GOLF ASSOCIATION	HANDICAP	4,109.00
SD PUBLIC ASSURANCE ALLIANCE	PROPERTY COVERAGE	361.00
SD RETIREMENT SYSTEM	CONTRIBUTIONS	43,821.63
SENSUS METERING SYSTEMS	SOFTWARE SUPPORT	1,452.00
SERVALL TOWEL & LINEN	SHOP TOWELS	29.40
SHARE CORPORATION	SUPPLIES	475.97
SHI INTERNATIONAL CORP.	SOFTWARE	168.41
SIOUX CITY JOURNAL	ADVERTISING	386.51
SIOUX CITY WINTRONIC	SUPPLIES	14.00

SIOUX FALLS TWO WAY RADIO	REPAIRS	117.97
SIOUXLAND HUMANE SOCIETY	FEES	74.00
SMILEMAKERS	SUPPLIES	137.85
SOOLAND BOBCAT	PARTS	13.31
SOUTH DAKOTA OPEN	BRONZE SPONSORSHIP	500.00
STAN HOUSTON EQPT CO	SUPPLIES	22.90
STATE STEEL	SUPPLIES	1,072.26
STERN OIL CO.	SUPPLIES	653.25
STUART C. IRBY CO.	SUPPLIES	3,417.00
STURDEVANTS AUTO PARTS	PARTS	1,375.17
T.J PAIGE CONSTRUCTION	WATER HEATER REBATES	1,800.00
THATCHER COMPANY	SODA ASH	6,886.00
THE EQUALIZER	ADVERTISING	158.40
THE WALKING BILLBOARD	UNIFORM SHIRTS	63.00
TITAN ACCESS ACCOUNT	PARTS	156.11
TITLEIST DRAWER CS	MERCHANDISE	717.62
TODDS ELECTRIC SERVICE	INSTALL LOAD MGMT	25.00
TRUE VALUE	SUPPLIES	541.97
UNITED WAY	CONTRIBUTIONS	282.00
UPSTART	SUPPLIES	7.50
USA BLUEBOOK	PARTS	1,502.70
VALIANT VINEYARDS	MERCHANDISE	288.00
VAN DIEST SUPPLY CO	CHEMICALS	1,977.00
VERIFICATIONS INC	SUPPLIES	131.45
VERMILLION CHAMBER OF COMMERCE	3RD QTR MEMBERSHIP DUES	50.00
VISA/FIRST BANK & TRUST	FUEL/LODGING/SUPPLIES	2,094.10
WAL-MART COMMUNITY	SUPPLIES	1,351.74
WALKER CONSTRUCTION	JUNK/DEBRIS REMOVAL	427.63
WALT'S HOMESTYLE FOODS, INC	SUPPLIES	83.00
WAYNE MANUFACTURING CO.	BANNERS	979.98
WEEDCOPE, INC	TREATMENT	420.00
WELFL CONSTRUCTION CO	PROFESSIONAL SERVICES	40,801.00
WESCO DISTRIBUTION, INC	SUPPLIES	625.35
WESTERN OFFICE TECHNOLOGIES	PARTS	23.90
WIGMAN CO	SUPPLIES	573.56
WILLIAMS & CO.	2010 AUDIT	20,500.00
YANKTON JANITORIAL SUPPLY	SUPPLIES	1,721.59
YANKTON WINNELSON CO	PARTS	155.00
ZEE MEDICAL SERVICE	SUPPLIES	225.65
ZEP SALES & SERVICE	SUPPLIES	152.45
ZIMCO SUPPLY CO	SUPPLIES	1,222.94

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

14. Consensus Agenda

A. Set a bid opening date of July 26, 2011 for wheel loader for solid Waste

B. Set a bid opening date of July 27, 2011 for annual supple of liquefied propane for Solid Waste and Waste Water Treatment

205-11

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

15. Adjourn

206-11

Alderman Ward moved to adjourn the Council Meeting at 7:45 p.m. Alderman Osborne seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 5th day of July, 2011.

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

ATTEST:

BY _____
Michael D. Carlson, Finance Officer

Published once at the approximate cost of _____.

Proclamation National Night Out 2011

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 2nd, 2011 entitled “National Night Out”; and

WHEREAS, the “28th Annual National Night Out provides a unique opportunity for Vermillion to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, Vermillion plays a vital role in assisting the Vermillion Police Department through joint crime, drug and violence prevention efforts in Vermillion and is supporting National Night Out 2011 locally; and

WHEREAS, it is essential that all citizens of Vermillion be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Vermillion; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the National Night Out program;

NOW, THEREFORE we, the governing body of the City of Vermillion, do hereby call upon all citizens to join the Vermillion Police Department and the National Association of Town Watch in supporting the 28th Annual National Night Out on August 2nd, 2011.

BE IT FURTHER RESOLVED THAT Tuesday, August 2nd, 2011 be known as “National Night Out” in Vermillion.

Dated this 18th day of July, 2011.

John E. (Jack) Powell, Mayor

Michael Carlson, Finance Officer



Council Agenda Memo

From: Andy Colvin, Assistant to the City Manager

Meeting: July 18, 2011

Subject Comprehensive Plan Amendments

Presenter: Toby Brown, Planner, Southeastern Council of Governments

Background: With the upcoming proposal to adopt the Joint Jurisdictional Ordinance, SECOG has recommended that the City adopt a future land use map prior to the joint ordinance. The City's Comprehensive Plan currently has no provision for land use categories outside of City limits since the plan focused more on infill. The future land use map will serve as a guide for the Planning Commission and City Council to make policy decisions within the joint jurisdictional area and 3 mile platting jurisdiction (Master Street Plan Adoption). Since there are no defined use categories in the area currently, it would be difficult to consider and justify zone change requests and provide for future extensions of utilities and infrastructure.

On June 2, 2010, the City Council and Planning Commission met jointly to review and discuss two proposed future land use maps. Both maps were developed by the Planning Commission: one was very broad and encompassed an area along the Missouri River from County line to County line; the other was scaled-back and looked at natural boundaries and limits for development. The consensus of the group was to continue working with the City/County planning committee.

Discussion: The City Council and Planning Commission met again on February 8, 2011 to view and comment on a proposed future land use map presented by staff and prepared by SECOG. Overall, it seemed that the group was comfortable with the map as presented, with the exception of a few corrections that needed to be made. There were a few comments that the map needed to encompass more area along the river.

Decisions on platting and zoning will be guided by the future land use map. The document can be changed as circumstances warrant. Staff looked at where current and future growth would likely occur, as well as utility capabilities. The map does not provide platting jurisdiction, which extend significantly farther away from City

limits than this map. The Master Street Plan provides for an approximate three-mile platting boundary outside of City limits.

The proposed amendments also modify the City's Growth Management Strategy and Plan Implementation sections. Many of the policies and objectives in the amendment have been completed or altered at some point. The Planning Commission has participated in a number of goal-setting work sessions to develop a newly revised Planning Policy Framework. The Comprehensive Plan revision process was put on hold until the Joint Jurisdictional Zoning Ordinance was finalized, so an amended list of goals, policies and objectives has not been completed.

Additionally, the previous framework was, at times, too specific and included items that should be part of a Capital Improvement or Master Plan (i.e. utility extensions, electrical upgrades, stoplight installation, etc.). Capital items are best left to a more manageable, less broad plan based on the wishes of the City Council and available financial resources.

The Planning Commission considered the amendment on June 27th and recommended approval. Although two separate items, this amendment needs to be completed in order to proceed with adopting the joint jurisdictional ordinance. State law requires a Comprehensive Plan be adopted by both the City and County that includes land jointly controlled by a City and County - the amended City plan will fulfill this requirement.

The Joint City/County Planning Committee was informed of the City's amendment and timeline for adoption. The County Commission will adopt the City's Comprehensive Plan document, which will take place after the City Council has adopted the amendment and the publication timeframe has concluded.

Financial Consideration: The City will incur publication costs associated with the hearing advertisements and subsequent publication of the amendment.

Conclusion/Recommendations: The proposed amendments are a joint effort between City staff and SECOG planners. Toby Brown from SECOG will be present on Monday to facilitate discussion and adoption.

A RESOLUTION AMENDING THE 2000 - 2020 VERMILLION
COMPREHENSIVE PLAN AS PROVIDED FOR IN SDCL CHAPTER 11-6.

WHEREAS, the Vermillion City Council desires to amend the 2000 - 2020 Vermillion
Comprehensive Plan; and

WHEREAS, the Vermillion Planning Commission has held the required public hearing and has
recommended approval of said proposed amendments; and

WHEREAS, the Vermillion City Council has received the recommendation of the Vermillion
Planning Commission and has held the required public hearing.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion City Council hereby adopts the
attached addendum which will amend the 2000 - 2020 Vermillion Comprehensive Plan and that these
amendments will take effect upon publication of a notice of adoption and summary (SDCL 11-6-18.2).

Dated at Vermillion, South Dakota this 18th day of July, 2011.

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

By _____
John E. (Jack) Powell, Mayor

ATTEST:

By _____
Michael D. Carlson, Finance Officer

Approved: July 18, 2011
Published: July 29, 2011
Effective: August 18, 2011

Addendum

2000 - 2020 Vermillion Comprehensive Plan

The 2000 - 2020 Vermillion Comprehensive Plan is amended as follows:

On page 12 replace “MAP 4 FUTURE LAND USE” with the attached new map of the same title (attached as Exhibit A).

On page 23 amend “X. GROWTH AREA ANALYSIS” to read as follows:

X. GROWTH AREA ANALYSIS

The costs of extending water and sewer services are the primary considerations in designating future growth. However, other factors must also be considered, which includes capacity of the transportation system, environmental suitability and compatible land uses. The following analysis is intended to provide the City of Vermillion and Clay County with a guide to land use decisions and direct implementation through the zoning and subdivision regulations. **Map 4** illustrates all future development areas and corresponding land uses. Prior to expanding into the identified development areas, it will be necessary to ensure that all proposed development is serviceable with municipal utilities, including water and sewer.

It is appropriate to note that rezoning requests (and other development approvals) for land uses not consistent with the Future Land Use map (**Map 4**), except for previously established and approved land uses, should not be considered until the Comprehensive Plan has been amended, as necessary, to provide for such land uses. In those cases where development requests are not consistent with the Plan but represent a benefit to the community, the City should process such requests and Plan amendments concurrently and in a timely fashion. In addition, **the Future Land Use map is not the community's official zoning map**. It is a guide for future land use patterns. The Future Land Use element and all other aspects of the Comprehensive Plan are implemented primarily through development regulations (e.g., zoning and subdivision regulations). Text of the zoning regulations and its corresponding map determine which specific development requirements apply to a particular property.

On page 24 delete “MAP 8 GROWTH AREAS”.

On pages 25 - 31 amend “XI. PLANNING POLICY FRAMEWORK” to read as follows:

XI. PLANNING POLICY FRAMEWORK

Vermillion has adopted this Comprehensive Plan to provide a framework for specific future land-use and growth management policies and recommendations. It is designed to be a dynamic and flexible process to accommodate the changing needs of a growing population, yet steady enough to allow for reasonable long-term investment strategies by both public and private sectors. To the greatest extent possible, future planning for the City of Vermillion ought to involve the public, other City agencies and elected officials throughout the planning and implementation phases.

A. GROWTH MANAGEMENT STRATEGY

The following goals and policies are a detailed expression of the community's aspirations for the future and can be considered the heart of the Comprehensive Plan. The goals, objectives and policies provide direction for future planning and activities for the City of Vermillion and the contiguous planning area.

Goal 1. Focus New Development within Existing City Limits Area

Objective 1 - Allow development within existing sanitary sewer and drainage basins as detailed by the future land use map

Policy 1 - Encourage growth within existing undeveloped areas of the municipal limits as indicated by future land use map.

Policy 2 - Discourage growth in areas not suitable for utility hookups.

Objective 2 – Allow compact and contiguous urban growth within municipal limits

Policy 1 - Maintain the growth area boundary as the division between urban and rural densities and services, and encourage growth and development that will promote an efficient use of present and future public investments in roads, utilities and other services.

Policy 2 - Avoid scattered or strip commercial and industrial development outside the urban service area and direct such uses into existing developed locations where adequate services are available including major street access and proper water/sewer systems.

Policy 3 - Establish an area-wide approach to cooperatively manage future growth.

Objective 3 - Upgrade the current arterial and collector street system to handle current population and new growth

~~*Policy 1* – Consider improving and paving Chestnut from Dakota to University.~~

~~*Policy 2* – Study the need to widen Dakota Street to improve traffic flow for projected increase of traffic due to Bridge.~~

~~*Policy 3* – Consider extending Crawford Road to Chestnut to create a continuous arterial system and alternative transportation options for the developing eastern section of city, only after a comprehensive analysis has been completed, including exploration of alternatives and input from affected residents.~~

~~*Policy 4* – Examine possibility of improving and paving Princeton from Cherry to SD 50 Bypass.~~

~~*Policy 5* – Consider improving Stanford (SD 19) from SD 50 Bypass to Main Street to a three-lane urban arterial section. Place a stop light at intersection of SD 50 (Cherry Street) once needed.~~

~~*Policy 6* – Consider widening portions of High Street to 36 feet to develop as a north/south collector in town. Study the need for intersection control at Austin School.~~

Policy 7.1 - Consider the feasibility of widening narrow streets at the time of resurfacing where on-street parking is currently not allowed but is needed by area residents.

~~*Policy 8* – Consider expanding Cherry Street West of Cottage to a 3-lane Urban Arterial Section. Examine the possibility of closing the frontage road entrance at Cottage to reduce stacking problems and provide an entrance instead directly across from the trailer park. Consider improving the landscaping on both sides of Cherry to improve the aesthetics of the corridor and encourage use of the bike trail.~~

Policy 9-2 - Monitor the traffic flow on Chestnut Street for the need to create an arterial road to link with the bridge.

Policy 10-3 - Work with USD to designate an official USD entrance via the SD 50 Bypass and Ratingen Strasse with explicit signage at entrances. The project shall include the installation of a left turn lane at SD 50 Bypass and Ratingen Strasse and the development of Ratingen Strasse as a boulevard.

Policy 11-4 - The City will work with USD to plan for efficient and safe traffic movements around the USD campus.

Objective 4 - Improve the downtown area by investing in redevelopment

Policy 1 - Encourage the development of a downtown master plan in conjunction with the Clay County Historic Preservation Commission to detail renovations required to create a historically authentic and aesthetically pleasing commercial area. The study may include the following: landscape strips and islands, historical lighting, suggested renovation of building fronts, on and off street parking, and historical design review districts.

Policy 2 - Encourage the cooperation of business-owners and the City to keep the downtown clean and well-maintained.

Objective 5 - Work with the Clay County Historic Preservation Commission to improve the historical assets of Vermillion

Policy 1 - At the initiative of property owners, support the creation of an Historical Design Review District to ensure selected areas of town maintain its historical integrity.

Policy 2 - At the initiative of property owners, down zone historical neighborhoods to single-family only zones to help maintain the historical character of the property.

~~*Policy 3* - Enforce Vermillion's definition which includes the limitation of four unrelated persons per residence.~~

Objective 6 - Redevelop and beautify identified areas of Vermillion

~~*Policy 1* - Consider allowing compatible multi-family or duplex projects into the redevelopment areas to allow flexible options.~~

Policy 2-1 - Encourage much of the Lower Vermillion area to redevelop as indicated on the future land use map.

~~*Policy 3* - As allowed, update mobile home ordinances to improve the condition of that housing stock.~~

~~*Policy 4* - Identify neighborhoods to target for a clean-up program on a rotating basis.~~

~~*Policy 5* - Update and define nuisance ordinance standards to allow the City to efficiently abate a nuisance while avoiding a long court dispute among neighbors.~~

~~*Policy 6* - Implement and enforce a landscaping ordinance which requires all new commercial and industrial development to incorporate a landscape setback including trees and other living ground cover.~~

Policy 7-2 - Encourage the enhancement of gateways to the community including East Cherry Street through the use of attractive welcome signs and citywide landscape plan.

Objective 7 - Expand and improve the City's existing park and recreation system

Policy 1 - Consider improving the City's bike trail system.

*Conduct a master plan to expand the bike trail system west along Cherry Street to Vermillion River then southeast to Cotton Park and from W Cherry Street to Spirit Mound along Hwy 19. Create a tree and garden linear park. (See map 6)

~~*Policy 2* - Consider expanding and improving Cotton Park.~~

~~*Hire a consultant to establish master plan including old lime pit area.~~

~~*Replace playground equipment.~~

~~*Policy 3* - Look at upgrading Prentis Park.~~

~~*Baseball field expansion and stadium light replacement.~~

~~*Grandstand expansion (2005-2010).~~

Policy 4.2 - Consider upgrading Barstow Park.

*Replace playground equipment, Construct ice rink and ball field and skateboard park.

Policy 5.3 - Consider upgrading Lions Park.

*Lions A Field

*Replace playground equipment and develop additional camp sites.

~~*Policy 6* - Encourage appropriate signage on identified bike routes to help provide a safe place for bike riding. (See Map 6)~~

~~*Policy 7* - Examine the possibility of creating a neighborhood park in Bluffs area of town.~~

~~*Policy 8* - Consider upgrading the Vermillion/USD softball complex (joint project)~~

~~*Construct concession/restroom/storage facilities.~~

~~*Policy 9* - Examine the possibility of upgrading playground equipment in Sertoma, Jaycee Parks and the Country Side Addition.~~

~~*Policy 10* - Jointly study the concept with USD and/or other public entities for a community Wellness Center. (2015-2020)~~

Objective 8 - Improve and expand the City's community services

~~*Policy 1* - Encourage the construction of a Construct satellite fire and ambulance facility facilities in eastern Vermillion as needed to provide adequate service.~~

~~*Policy 2* - Improve emergency response systems in conjunction with Clay County in the possibility of purchasing the following equipment:~~

~~*Radio base system and antenna~~

~~*One additional radio position counsel~~

~~*A computer aided dispatch system~~

Policy 3.2 - Improve Library facility and services with the possibility of the following projects:

*Renovation of the Library courtyard

*Expansion of the Library and parking lot

Objective 9 - Upgrade the City's utility services

~~Policy 1 - Water treatment plant upgrade - Phase 1 and Phase 2.~~

Policy ~~2-1~~ - Water distribution line upgrades - Jolley School area, lower Vermillion area, looping from tower to plant, Cherry and Cottage St area.

Policy ~~3-2~~ - ~~Land acquisition and construction~~ Construction for of a new water tower.

Policy ~~4-3~~ - Electric system distribution upgrades -

*Phase 1 - conversion of overhead 2.4 KV to underground 13.8 KV, replacement of 10/14 MVA power transformer

*Phase 2 - replace the existing 69 KV radial transmission line top along with a double linebreaker scheme and additional circuit to east side of town

*Phase 3 - conversion of remaining 13.8 KV overhead to 13.8 KV underground completing the underground electric system

Policy ~~5-4~~ - Cooperate with USD on campus system storm sewer upgrades. Upgrade fire hydrants to meet City requirements.

Objective 10 - Support the community's social service programs

~~Policy 1 - Support, as financially able, priority social service needs of the community.~~

Goal 2. Preserve the Function and Character of the Rural Area

Objective 1 - Outside the City's growth areas, encourage agriculture to remain the dominant land use activity

Policy 1 - Outside the City of Vermillion's growth areas, utilize the joint jurisdictional agreement with Clay County to allow growth which is environmentally safe, cost effective, and preserves the rural character and farmland.

Objective 2 - Within the City's growth areas, discourage scattered residential, commercial or industrial development

Policy 1 - Within the City of Vermillion's growth areas, utilize the joint jurisdictional agreement with Clay County to allow development only when the City can annex and provide all City services.

On page 34 amend "XII. PLAN IMPLEMENTATION" to read as follows:

XII. PLAN IMPLEMENTATION

The best possible way to implement a comprehensive plan is to utilize all of the administrative tools available in order to influence development in a positive manner. There are many tools which can be utilized, including zoning regulations, subdivision regulations, policy plans, capital improvements plans, annexation studies, and well rounded community involvement.

Local Governing and Advisory Boards. The key players in the implementation of a Comprehensive Plan are the Planning Commission and the City Council. It is the duty of the governing body of Vermillion to encourage progress by utilizing all of the tools available, so that orderly growth and development can take place. With public input, the Planning and Zoning and the City Council can create a balance between industry, commerce, and housing, and can utilize all of the resources available to facilitate civic improvement.

Local Regulatory Tools. Perhaps the most widely utilized administrative tools are the Zoning and Subdivision regulations. It is essential to revise either or both of these documents when they conflict with the Comprehensive Plan. The City maintains a joint zoning ordinance with Clay County in the joint jurisdictional area. Those portions of the growth areas outside the joint jurisdictional area will be regulated by the County's land use ordinances.

Annexation. If the orderly growth of Vermillion is to continue over the planning period, it is essential the City continue an active annexation program. The boundaries for providing municipal services should generally coincide with the corporate limits. Areas designated by the land use plan as future growth areas of the City should be annexed in advance of major development as should existing rural subdivisions which lie adjacent to the City. This policy will assure that sufficient development land to accommodate the future growth of the urban areas is maintained.

Capital Improvements Planning. The purpose of capital improvements planning is to provide local government officials with a guide for budgeting for major improvements which will benefit the community. Before future development can be considered, the City must review current infrastructure and identify any deficiencies which need to be corrected prior to the development. It is the intention of the City to upgrade a portion of existing utilities and transportation routes on an annual, ongoing basis. Information within the Comprehensive Plan will be utilized in constructing the Vermillion capital improvement plan.

Joint Jurisdiction. Decisions on land use issues in the area surrounding the City occur jointly between the City and Clay County. This joint arrangement is intended to promote the orderly outward growth of the City and minimize conflicts between urban and rural land uses. A large portion of the joint jurisdiction is devoted to agricultural uses but other uses are present including residential acreages, rural residential subdivisions, commercial and industrial uses. Those portions of the growth areas outside the City's joint jurisdiction boundary will be regulated by Clay County's land use ordinances.

EXHIBIT A

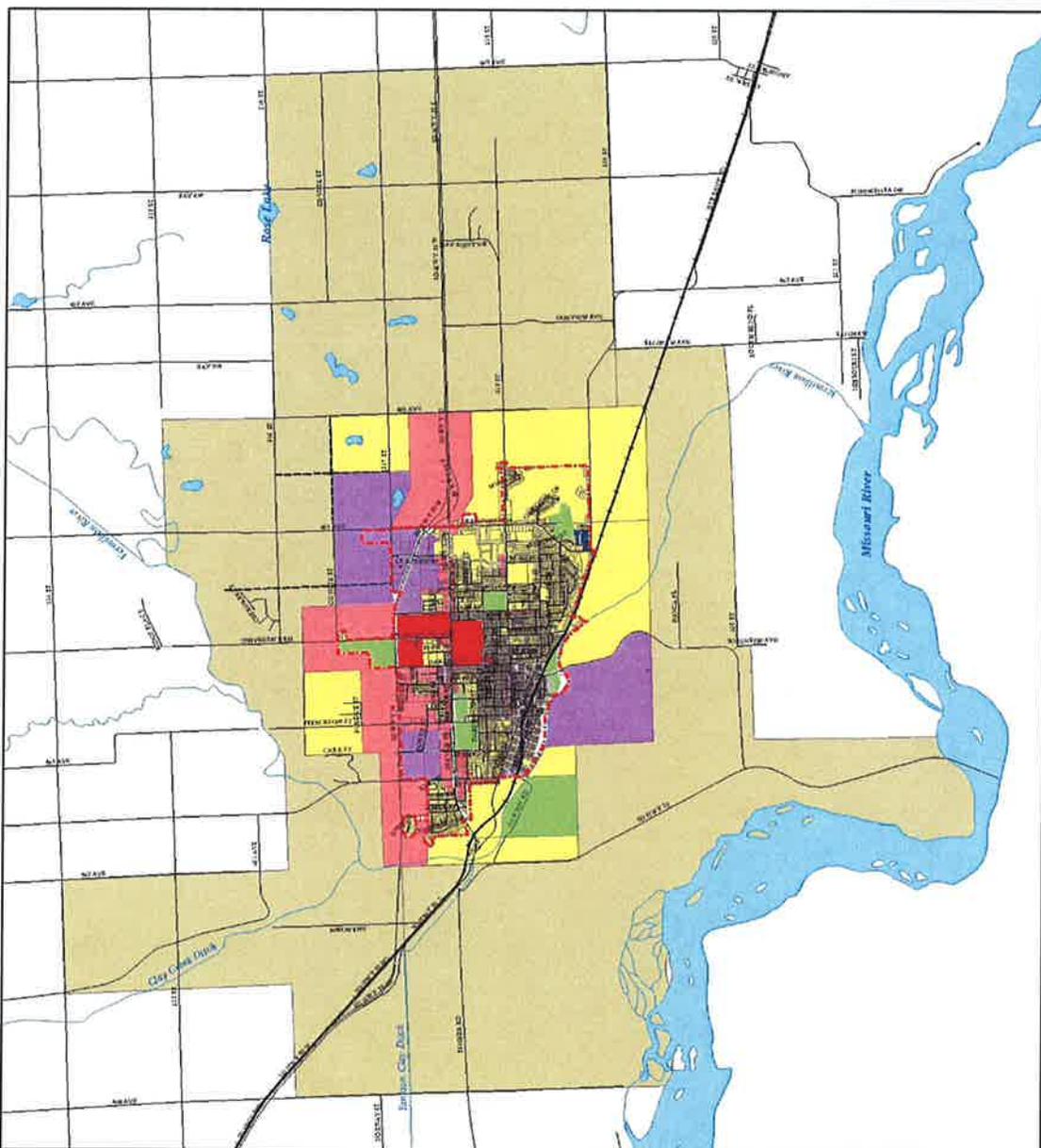
Future Land Use

City of Vermillion

Map 4



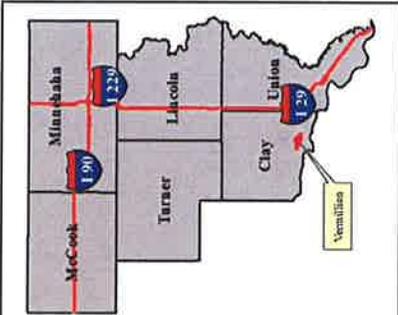
SECOG
 South Eastern Colorado
 Regional Council of Governments
 1000 North Lincoln
 Fort Collins, CO 80501
 970.226.2000
 www.secog.org



Legend

- Residential
- Commercial
- Industrial
- Urban Reserve
- Planned Development
- University of South Dakota
- Parks, Recreation & Open Space
- Roads
- Railroad
- Creeks, Rivers & Lakes
- City Limits

0 0.5 1 2 Miles





Council Agenda Memo

From: John Prescott, City Manager
Meeting: July 18, 2011
Subject: Library expansion/renovation architectural services agreement
Presenter: John Prescott

Background: Last summer, a committee was appointed to develop the schematic design for an addition to the existing Library building and renovation of the current library space. The Library Board reviewed proposals from multiple architectural firms before ultimately selecting Architecture Incorporated of Sioux Falls. The schematic design work was being completed as part of the preparation for submitting a grant/loan application to the USDA. A schematic design was required for the grant application, but the architect did not proceed farther as the USDA funding pool for grants was depleted. The Library Board has paid for all of the schematic design work completed to this point.

Discussion: While the schematic design is largely complete, the City does need construction drawings, bid specifications and related items to be developed in order to move the project forward. The architect submitted the standard AIA agreement as the proposed agreement to complete the work. After review by City staff and the City Attorney, several modifications have been made to the standard AIA agreement. As is typical with these agreements, the architect is paid as different portion of the project are completed. The following services are used to determine payment to the architect as work is completed:

Schematic design phase	15%
Design Development phase	20%
Construction Document phase	40%
Bidding phase	5%
Construction phase	20%

As with the City Hall project, some items have been removed from the standard AIA agreement and will be performed by City staff to avoid contractor and architect markup. The furnishings and landscaping will not be part of the agreement with the architect or a contractor.

Financial Consideration: The architect has proposed a fee of 8% based on the cost of construction. A \$10,000 credit for the schematic work, which was already completed, will be applied against the bill. The Library Board has pledged to pay approximately \$120,000 of the architectural costs.

Conclusion/Recommendations: Administration recommends approval of the architectural services agreement with Architecture Incorporated in order to move the Library addition and renovation project forward.



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-fourth day of June in the year Two Thousand Eleven.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Vermillion
Vermillion Public Library
18 Church Street
Vermillion, SD 57069

and the Architect:
(Name, legal status, address and other information)

Architecture Incorporated
415 South Main Avenue
PO Box 2140
Sioux Falls, SD 57101-2140

for the following Project:
(Name, location and detailed description)

City of Vermillion
Vermillion Public Library Expansion and Remodel
18 Church Street
Vermillion, SD 57069

Project No. 2256

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

The Owner's program for the project was developed with assistance from the Architect in a Masterplan study completed in November, 2010. The project shall consist of an 800 square foot addition to the south side of the existing library and a north addition. The north addition consists of a 7,400 square foot addition on the first floor and a 5,800 square foot basement. The north addition will be designed to accommodate a second floor of approximately 6,100 square feet. The existing 11,300 square foot building will also be remodeled.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be provided to the Architect by the Owner.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

Init.

To be provided by Owner.

§ 1.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Complete construction documents by mid September of 2011, hold bid letting mid October of 2011, commence construction by November 1, 2011. The project will take an estimated eight to ten months for new construction plus approximately two months for the remodeling work.

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bid.

§ 1.1.6 Other Project Information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.7 Project Team

.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

John Prescott
Vermillion City Manager
Vermillion City Hall
25 Center Street
Vermillion, SD 57069

.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Jane Larson
Director
Vermillion Public Library
18 Church Street
Vermillion, SD 57069

.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

Owner shall retain Civil Engineer to provide site and topographic survey to Architect at Owner's expense.

.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other information.)

Mark Aspaas, AIA
Architecture Incorporated
415 South Main Avenue
Sioux Falls, SD 57104

.5 The Architect will retain the consultants as identified in Sections 1.1.7.5.1 and 1.1.7.5.2.
(List discipline and, if known, identify them by name and address.)

.1 Consultants retained under Basic Services:

.1 Structural Engineer
Apex Structural Design, LLC
515 South Cliff Avenue
Suite 200

Init.

Sioux Falls, SD 57104

.2 Mechanical and Electrical Engineer
Associated Consulting Engineering, Inc.
340 South Phillips Avenue
Sioux Falls, SD 57104-6910

.3 Civil Engineer:
Sayre Associates, Inc.
216 South Duluth Avenue
Sioux Falls, SD 57104

.2 Consultants retained under Additional Services:

None

.6 Other Initial Information on which the agreement is based:
(Provide other Initial Information.)

As determined in Phase I Masterplan services completed in November, 2010 under separate agreement.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

November, 2011.

.2 Substantial Completion date:

December, 2012.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

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.1 General Liability

Bodily Injury and Property Damage per Occurrence Limit:	\$ 1,000,000
Bodily Injury and Property Damage Aggregate Limit:	\$ 2,000,000
Medical Expense (per person) Limit:	\$ 10,000
Damage to Rented Premises Limit:	\$ 300,000
Products-Completed Operations Limit:	\$ 2,000,000
Personal and Advertising Injury Limit:	\$ 1,000,000

.2 Automobile Liability

Liability	
Combined Single Limit:	\$ 1,000,000
Any Auto, Hired Autos, Non-Owned Autos	
Medical Payments Each Person:	\$ 5,000
Uninsured Motorists	
Combined Single Limit:	\$ 1,000,000
Underinsured Motorists	
Combined Single Limit:	\$ 1,000,000

.3 Workers' Compensation

Each Accident:	\$ 500,000
Disease-Policy Limit:	\$ 500,000
Disease-Each Employee:	\$ 500,000

.4 Professional Liability

Each Occurrence:	\$ 1,000,000
Aggregate:	\$ 1,000,000

.5 Commercial Umbrella

Liability Limit Each Occurrence:	\$ 2,000,000
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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

Int.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

Int.

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Int.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Included in Masterplan services.
§ 4.1.2 Multiple preliminary designs	Architect	Included in Masterplan services.
§ 4.1.3 Measured drawings	Architect	Included in Masterplan services.
§ 4.1.4 Existing facilities surveys	Architect	Included in Masterplan services.
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not provided	
§ 4.1.6 Building information modeling	Architect	If provided, will be included within basic services.

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§ 4.1.7	Civil engineering – site design	Architect	Included within basic services.
	Civil engineering – site survey & topographic survey	Owner	
§ 4.1.8	Landscape design	Architect	Included within basic services.
§ 4.1.9	Architectural Interior Design	Architect	Included in the Architect's scope of basic services is the selection of interior furnishes, color selections to include floor and wall coverings, and casework.
<i>(Row deleted)</i>			
§ 4.1.10	Value Analysis (B204™-2007)	Not provided	
§ 4.1.11	Detailed cost estimating	Architect	As negotiated if more detailed cost estimating services are requested by Owner.
§ 4.1.12	On-site project representation	Architect	See Article 4.3.3
§ 4.1.13	Conformed construction documents	Not provided	
§ 4.1.14	As-Designed Record drawings	Not provided	
§ 4.1.15	As-Constructed Record drawings	Architect	Included within basic services.
§ 4.1.16	Post occupancy evaluation	Architect	One year walk-through included in basic services.
§ 4.1.17	Facility Support Services (B210™-2007)	Not provided	
§ 4.1.18	Tenant-related services	Not provided	
§ 4.1.19	Coordination of Owner's consultants	Architect	Included within basic services.
§ 4.1.20	Telecommunications/data design	Architect	The Architect's electrical consultant shall be responsible for the design of electrical systems to include electrical power, lighting, fire detection and alarm, communication (includes only raceways for telephone, cable TV and computer), and security systems.
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not provided	
§ 4.1.22	Commissioning (B211™-2007)	Not provided	
§ 4.1.23	Extensive environmentally responsible design	Not provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not provided	
§ 4.1.25	Fast-track design services	Not provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Applicable	Unless separately contracted through Architect.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.15 As-constructed Record Drawings:

When the project is completed, the Architect shall provide the Owner with one full-size printed set and two CD-ROM's containing one set of the construction drawings in PDF format, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect. The Architect and its Consultants shall rely on the information provided by the Contractor and as a part of basic services, shall not be required to verify the accuracy and/or completeness of the information provided and shall not be responsible for any errors or omissions.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 deleted;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 deleted;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 deleted;

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Deleted;
- .2 Deleted;
- .3 Deleted;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Bi-weekly visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Owner or Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the

Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Such mediation shall be conducted in Sioux Falls, South Dakota, by a mutually acceptable mediator, in accordance with the Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, and filed with the other party to the Agreement.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 Provided both parties mutually agree to arbitrate, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation may be subject to arbitration. If both parties mutually agree to arbitration, such arbitration shall be conducted in Sioux Falls, South Dakota, by a mutually acceptable arbitrator or, if the parties cannot agree upon an arbitrator, by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators so selected. The arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. The demand for arbitration shall be filed in writing, delivered to the other party to this Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

§ 8.3.3 If the parties mutually agree to arbitration, the award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to the Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. Upon consent of all parties, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Upon written consent by the Owner, Architect, and any other person or entity sought to be joined, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

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for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation for Basic Architectural, Structural, Mechanical, Electrical and Civil Site Design services shall be based on a fee of Eight percent of the cost for construction. The cost of construction is outlined in Article 6.1. The Architect shall apply its compensation for Phase I Masterplan services of Ten Thousand dollars (\$10,000) to the total Architectural/Engineering fee.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As negotiated at the time services are requested in writing by Owner.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As negotiated at the time services are requested in writing by Owner.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3 shall be the amount invoiced to the Architect at cost.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)

Total Basic Compensation One hundred percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal Architect	\$175/Hour
Principal Project Architect	\$125/Hour
Principal Production Manager	\$125/Hour
Project Designer	\$100/Hour
Project Designer	\$ 85/Hour
Contract Administrator	\$100/Hour
Drafting Technician	\$ 95/Hour
Drafting Technician	\$ 85/Hour
Drafting Technician	\$ 75/Hour
Interior Designer	\$ 95/Hour
Interior Design	\$ 75/Hour
Administrative	\$ 75/Hour
Administrative	\$ 65/Hour
Consulting Engineers	At Cost

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation for authorized out-of-town travel and subsistence; travel to and from the project site is not reimbursable;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- 3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, standard form documents;
- 5 Postage, handling and delivery;
- 6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- 7 Architect's and its Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- 8 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

- 9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

As negotiated.

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§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Eighteen percent (18%) annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA B101-2007 Standard Form of Agreement Between Owner and Architect.

.2
(Paragraphs deleted)

Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

None

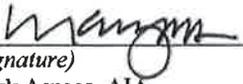
This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT



(Signature)
Mark Aspaas, AIA
Vice President

(Printed name and title)



Council Agenda Memo

From: Farrel Christensen, Building Official

Meeting: July 18, 2011

Subject: First Reading of Ordinance 1255 - Adopting Rental Housing Regulations and Establishing the International Property Maintenance Code and Ordinance
First Reading of Ordinance 1256 - Amending the International Property Maintenance Code to include residential structures registered as rental dwelling units

Presenter: Farrel Christensen

Background: Over that last few years, it has become apparent to the Code Enforcement staff that the existing Rental Housing Ordinance is becoming out of date and less compatible with newer ordinances like the 2009 Building and Residential codes and the zoning and subdivision ordinances. The original ordinance was first adopted in 1975 and since that time only minor updates have been made.

Discussion: When researching options for a new code, staff looked at other ordinances both in and out of state. The examples only offered marginal improvements. The best replacement ordinance was one already adopted by the City – the 2009 International Property Maintenance code for owner occupied structures. Staff believes this code provides the needed updates and compatibility along with a more comprehensive and detailed list of minimum standards for rental housing. The proposed ordinances would also simplify the codes by having only one maintenance code for both rental and owner occupied structures. For the first time, Sororities and Fraternities will be included in the units required to register and be inspected. Code staff has worked with USD's Student Life office on this change.

If the ordinances advance to second reading, code staff will recommend a group of fines be added by resolution to encourage rental owners and managers to register and maintain rental units.

Ordinance 1255 repeals the existing rental housing code and inserts new regulations. The revised regulation refer the property maintenance items to the City's property maintenance ordinance, and reorganizes the other rental housing regulations that are not directly related to property maintenance. Additionally, fraternities and sororities will be included in the new rental housing regulations.

Ordinance 1256 removes the rental housing exemption from the City's property maintenance code and is necessary only if the City Council adopts ordinance 1255. The current adoption of the Property Maintenance Code specifically exempts the Property Maintenance Code from being applied to registered rental housing. So two choices exist:

1. If the City Council adopts proposed ordinance 1255 they will also need to adopt proposed ordinance 1256 to allow the new ordinance to apply to registered rentals and prevent a conflicting ordinance
2. If the Council does not adopt proposed ordinance 1255 no action needs to be taken on proposed ordinance 1256 and registered rental units will not be subject to the 2009 International Property Maintenance Code.

Financial Consideration: Other than publication costs, the adoption of the ordinances will not have a direct financial impact. With the second reading, staff will present a resolution with revised fines for violations. Any funds collected with this change will go into the City's general fund.

Conclusion/Recommendations: Administration recommends approval of the first reading of ordinances 1255 and 1256, respectively. If the City Council decides not to adopt ordinance 1255, then ordinance 1256 is not necessary.

ORDINANCE NO. 1255

AN ORDINANCE REPEALING CHAPTER 94 RENTAL HOUSING CODE SECTIONS 94.01 THROUGH 94.17 AND ADOPTING RENTAL HOUSING REGULATIONS 94.01 THROUGH 94.15, OF THE 2008 REVISED ORDINANCES OF THE CITY OF VERMILLION, SOUTH DAKOTA, ESTABLISHING THE INTERNATIONAL PROPERTY MAINTENANCE CODE AS THE MINIMUM REQUIREMENTS AND STANDARDS FOR PREMISES, STRUCTURES, EQUIPMENT AND FACILITIES FOR LIGHT, VENTILATION, SPACE, HEATING, SANITATION, PROTECTION FROM THE ELEMENTS, LIFE SAFETY, SAFETY FROM FIRE AND OTHER HAZARDS AND REPEALING ANY OTHER ORDINANCE OR PARTS THEREOF IN CONFLICT WITH THIS ORDINANCE FOR THE CITY OF VERMILLION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VERMILLION, SOUTH DAKOTA that Chapter 94 is repealed and amended to read as follows:

CHAPTER 94: RENTAL HOUSING CODE

Scope

The provisions of this code along with the International Property Maintenance Code as modified by the City of Vermillion shall apply to all residential structures let for occupancy including fraternities and sororities, and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, managers and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

Intent

This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health, safety and welfare to the occupants.

General

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and International Property Maintenance Code, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

Application of other codes

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code as

modified by the City of Vermillion, the zoning, subdivision and building ordinances of the City of Vermillion, the laws of the state of South Dakota shall apply. Approval of rental registration shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the code, Fair Housing Act, Americans with Disabilities Act, or of any other ordinance of the jurisdiction.

Sections

- 94.01 Definitions
- 94.02 Responsibilities of owners and occupants of rental units
- 94.03 Rooming houses
- 94.04 Fraternities and Sororities
- 94.05 Registration required
- 94.06 Inspection of rental dwellings, dwelling units, rooming units, and premises
- 94.07 Enforcement; notice and hearing
- 94.08 Declaration of dwelling units unfit for rental occupancy
- 94.09 Board of Housing Appeals
- 94.10 Tenants' rights
- 94.11 Inspection authorized; notice required
- 94.12 Temporary permit
- 94.13 Applicable laws
- 94.14 Violations
- 94.15 Exceptions

§ 94.01 DEFINITIONS

CITY. The City of Vermillion, South Dakota.

DORMITORY. Any dwelling where group sleeping accommodations are provided for persons not members of the same family groups in which several occupy large rooms or a series of closely associated rooms under joint occupancy and single management. The term DORMITORY shall not include fraternity or sorority houses.

ELECTRICAL CODE. The electrical code of the City of Vermillion and The State of South Dakota.

FAMILY. One or more persons related by blood, marriage, or adoption occupying a dwelling unit as an individual housekeeping organization. A FAMILY may include no more than 4 persons not related by blood, marriage, or adoption. No more than 2 persons per bedroom, not related by blood, marriage, or adoption may occupy any dwelling unit.

HOUSING INSPECTOR. The Housing Inspector of the City of Vermillion or his or her authorized agent.

PARKING SPACE. An area, unenclosed, and off the street right-of-way, with a minimum dimension of 9 feet wide and 18 feet long, together with a driveway connecting the parking space with a street, road or alley and permitted ingress or egress of an automobile. A required parking space and driveway shall be paved or surfaced with portland cement concrete or asphaltic concrete of a thickness of at least 5 inches. The access driveway between curb and sidewalk line shall be paved with portland cement concrete. Equivalent materials and methods other than those listed may be used if approved by the City Engineer.

PERMIT. A certificate verifying that the unit for which it is issued is in compliance with the applicable provisions of this chapter.

PLUMBING CODE. The plumbing code of the City of Vermillion and the State of South Dakota.

SHALL. Always mandatory and not merely discretionary.

TEMPORARY PERMIT. A certificate certifying that the unit for which it is issued is not in compliance with the applicable provisions of this chapter or that application for registration has been made but the unit has not been inspected and which also authorizes the unit to be occupied for a time specified in the certificate pending completion of alterations necessary to bring it into compliance or pending inspection.

§ 94.02 RESPONSIBILITIES OF OWNERS AND OCCUPANTS OF RENTAL UNITS

(A) Every owner or manager of a dwelling unit shall provide garbage collection in which the occupants shall deposit all garbage and refuse accumulating upon the premises. In multiple family dwellings the owner shall supply containers. The vicinity of the containers shall be kept free of garbage and refuse by the owner or person in charge.

(B) Every owner or manager of a dwelling unit shall provide to the Code Enforcement office a copy of those persons responsible for the removal of snow

(C) The occupant of a dwelling unit shall not disable any required smoke alarms

(D) The occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls.

(E) Each owner of a registered dwelling unit who does not reside within 100 mile of the City of Vermillion shall appoint a manager residing within 100 miles of the City of Vermillion. The city may serve notices pertaining to the administration of this article or of any provisions of the city's laws, rules, regulations, resolutions, ordinances and codes pertaining to such dwelling unit upon the manager and service upon the manager shall constitute service upon the owner.

(F) Occupant Information, the owner or Manager of a dwelling unit, shall provide, upon request a copy of the lease showing the occupants of each dwelling unit(s). This document shall be sufficient in detail to allow the inspector to determine the occupants of each dwelling unit and prevent overcrowding.

§ 94.03 ROOMING HOUSE

In addition to the provisions of this section the International Property Maintenance Code as modified by the City of Vermillion, the zoning, subdivision and building ordinances of the City of Vermillion, the laws of the state of South Dakota shall apply. Approval of rental registration shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the code, Fair Housing Act, Americans with Disabilities Act, or of any other ordinance of the jurisdiction.

(A) No person shall operate a rooming House or shall let to another for occupancy any sleeping room or rooming unit of any rooming house which does not comply with the preceding sections of this chapter.

(B) In dwellings in which rooming units or sleeping rooms are let at least 1 flush water closet, lavatory basin, and bathtub or shower, properly connected to a water and sewer system approved by the Housing Inspector and in good working condition shall be supplied for each 4 persons or fraction thereof. All the facilities shall be so located within the dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing facilities.

(C) The owner or manager of each rooming house shall be responsible for the sanitary maintenance of all walls, floors, and ceilings, and for maintenance of a sanitary condition in every other part of the rooming house and he or she shall further be responsible for the sanitary maintenance of the entire premises where the entire structure or building is leased or occupied by the owner or manager.

(D) A fire extinguisher approved by the Housing Inspector shall be provided on each floor of every rooming house and be spaced so that no person must travel more than 75 feet from any point to reach the nearest extinguisher.

(E) Any rooming unit failing to comply with the standards of this section shall be declared substandard and the registration canceled.

(F) For the purpose of calculating occupancy every four rooming units shall equal one dwelling unit.

§ 94.04 FRATERNITIES AND SORORITIES

In addition to the provisions of this section the International Property Maintenance Code as modified by the City of Vermillion, the zoning, subdivision and building ordinances of the City of Vermillion, the laws of the state of South Dakota shall apply. Approval of rental registration shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the code, Fair Housing Act, Americans with Disabilities Act, or of any other ordinance of the jurisdiction.

(A) No person or corporation shall operate a fraternity or Sorority House which does not comply with the preceding sections of this chapter.

(B) In fraternities and sororities at least 1 flush water closet, lavatory basin, and bathtub or shower, properly connected to a water and sewer system approved by the Housing Inspector and in good working condition shall be supplied for each 4 persons or fraction thereof. All the facilities shall be so located within the dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing facilities.

(C) The owner or manager of each fraternity or sorority shall be responsible for the sanitary maintenance of all walls, floors, and ceilings, and for maintenance of a sanitary condition in every other part of the rooming house and he or she shall further be responsible for the sanitary maintenance of the entire premises.

(D) Automatic fire sprinkler systems shall be required in all fraternities and sororities with more than 16 occupants. No existing automatic fire sprinkler system shall be discontinued regardless of the number of occupants

(E) Any fraternity or sorority failing to comply with the standards of this section shall be declared substandard and the registration canceled.

(F) Occupancy is limited and shall be determined by the Fire Chief, The Fire Chief shall determine the occupancy using the International Building Code as a guide. Two occupancies shall be listed, the total occupant load for each structure and maximum occupancies for each sleeping room.

§ 94.05 REGISTRATION REQUIRED

(A) Requirement. No person shall occupy, allow to be occupied, or let to another for occupancy any property regulated under this code in the city for which a registration statement has not been properly made and approved by the Housing Inspector.

(B) Property Manager or agent required. No person or persons residing more than 100 miles from the City of Vermillion shall register or manage any rental unit.

(C) Prior to registration the Housing Inspector shall conduct an inspection to insure compliance with the provisions of this code, the International Property Maintenance Code, the zoning, subdivision and building ordinances of the City of Vermillion, the laws of the state of South Dakota. The issuance or granting of a rental registration shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the code, Fair Housing Act, Americans with Disabilities Act, or of any other ordinance of the jurisdiction.

(D) Fees. The payment of fees set forth by resolution of the City Council shall be a prerequisite to this required registration. The registration statement shall be made and filed on a form furnished by the Housing Inspector for the purpose and shall set forth the following information:

(1) Name, residence address, and phone number of the owner of the dwelling or an agent authorized by the owner to accept service of process and to receive and give receipt for notices; and in cases where the owner of the dwelling lives more than 100 mile from the City of Vermillion, the registration shall be made by an agent who shall be legally responsible for compliance with this chapter and other city ordinances.

(2) Name, address, and phone number of any agent actively managing the rental property;

(3) Street address of the rental property;

(4) Number and kind of units within the rental property (dwelling unit or rooming unit);

(5) Name, phone number, and address of the person authorized to make or order repairs and/or service to the building, to provide required services necessary to protect the health, safety, and welfare of the occupants or is able to contact the person so authorized; and

(6) Maximum number of people permitted per dwelling unit or sleeping room.

(E) Manner of registering. The registration shall be made by the owner if the owner is a natural person; if the owner is a corporation, by an officer thereof, if a partnership, by one of the partners; and if an unincorporated association, by the manager, or managing officer thereof, in the office of the Housing Inspector. Notwithstanding, renewal of registrations as required annually by this code may be made by filling out the required renewal form furnished by the Housing Inspector. The renewal of registration may be made only where there has not been a change in ownership, agent, or type of occupancy as originally registered.

(F) Annual registration. All rental property required to be registered pursuant to the provisions of this chapter shall be registered prior to occupancy or the letting to another for occupancy of any unit therein, and thereafter all registrations of the rental property shall be renewed not later than the fifteenth day of January of each year.

(G) Transfers. Every new person in possession of a rental property (whether as fee owner, contract purchaser, lessee subletting a dwelling unit, or otherwise entitled to possession) shall register before taking possession. No registration fee shall be required of the new person in possession in the year of purchase provided the previous person in possession had paid the registration fee, and further provided the new person in possession does not change the type of occupancy as originally registered.

(H) Registration fee. A registration fee for each dwelling unit or sleeping room shall be paid by the fifteenth day of January of each year. The aforesaid fee shall be set by resolution of the City Council. The registration fee shall also apply whenever any rental owner or person in charge fails to comply with rental housing codes within 30 days of being ordered to do so, and/or fails to respond within 30 days to rental inspection requests by the Rental Housing Inspector.

(1) A penalty of an amount set by resolution per unit per month shall be added to the registration fee if not paid by January 15 of each year.

(2) Rental property which is licensed as a nursing home or as a boarding care home shall be exempt from the registration fee required under this division (E).

(I) Substandard. Any dwelling or dwelling unit or rooming unit not registered as required shall be declared substandard and the registration canceled.

§ 94.06 INSPECTION OF RENTAL DWELLINGS, DWELLING UNITS, ROOMING UNITS, AND PREMISES

(A) The Housing Inspector, or his or her duly authorized agent, is hereby authorized and directed to make inspections to determine the condition of rental dwellings, dwelling units, rooming units, and premises located within the city in order that he or she may perform his or her duty of safeguarding the health and safety of the occupants of rental dwellings and of the general public. For the purpose of making the inspections, the Housing Inspector, or his or her duly authorized agent, is hereby authorized to enter, examine, and survey at all reasonable times, all dwellings, dwelling units, rooming units, and premises, with the consent of the owner or his or her duly authorized agent. The inspections shall be at reasonable times on the weekdays between the hours of 8:00 a.m. and 5:00 p.m. or at any other time when the owner, or a responsible occupant or authorized agent, is by arrangement present. In the event that the owner, occupant, or authorized agent of the owner of any dwelling, dwelling units, rooming units, or premises,

shall refuse to allow the Housing Inspector or his or her duly authorized agent free access to the dwelling, dwelling units, rooming units, or premises, at reasonable times, then and in that event, the Housing Inspector or his or her duly authorized agent shall secure a search warrant to inspect the dwelling, dwelling units, rooming units, or premises, on the basis of the refusal of the owner, occupant, or authorized agent to allow the inspection.

(B) In the event the owner, occupant, or authorized agent of the owner refuses to allow the Housing Inspector access to any dwelling, dwelling units, rooming units, or premises, then and in that event, the Housing Inspector is hereby authorized and directed to cancel the registration for that rental property.

§ 94.07 ENFORCEMENT; NOTICE AND HEARING

(A) When the Housing Inspector has inspected or caused to be inspected a building and has found and determined that the dwelling, dwelling unit, rooming unit, or premises is a substandard dwelling, dwelling unit, rooming unit, or premises, the Housing Inspector shall commence proceedings as set forth in this chapter to cause the repair, rehabilitation, or vacation of the building.

(B) The Housing Inspector shall issue a notice and order directed to the record owner or manager of the dwelling, dwelling unit, rooming unit, or premises. The notice and order shall contain:

(1) The street address and a legal description sufficient for identification of the premises upon which the dwelling, dwelling unit, rooming unit, or premises is located;

(2) A statement that the Housing Inspector has found the building to be substandard with a brief and concise description of the conditions found to render the building substandard under the provisions of §§ 94.02 through 94.05 and 94.07;

(3) A statement of the action required to be taken as determined by the Housing Inspector.

(a) If the Housing Inspector has determined that the dwelling, dwelling unit, rooming unit, or premises must be repaired, the order shall require that all required permits be secured therefore and the work physically commenced within the time (not to exceed 60 days from the date of the order) and completed within the time as the Housing Inspector shall determine is reasonable under all of the circumstances.

(b) If the Housing Inspector has determined that the dwelling, dwelling unit, rooming unit, or premises must be vacated, the order shall require that the dwelling, dwelling unit, rooming unit, or premises shall be vacated, within a certain time from the date of the order as determined by the Housing Inspector to be reasonable.

(1) Statements advising that if any required repair (without vacation also being required) is not commenced within the time specified, the Housing Inspector will order the dwelling, dwelling unit, rooming unit, or premises vacated and posted to prevent further occupancy until the work is completed; and

(2) Statements advising:

(a) That any person having any record title or legal interest in the dwelling, dwelling unit, rooming unit, or premises may appeal from the notice and order or any action of the Housing Inspector to the Housing Board of Appeals, provided the appeal is made in writing as provided in this code, and filed with the Housing Inspector within 10 days from the date of service of the notice and order; and

(b) That failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter by the Housing Board of Appeals.

(C) The Board of Housing Appeals may authorize, upon appeal in specific cases, the variance from the terms of the housing code or the rules and regulations pursuant thereto, subject to terms and conditions fixed by the Board, as will not adversely affect the public health where, owing to exceptional and extraordinary circumstances, literal enforcement of applicable provisions will result in unnecessary hardship to the owner or occupant. The burden of proof is upon the applicant to show by clear and convincing evidence that:

(1) The variance will not allow the existence of a condition significantly different from that permitted by this chapter for other property; and

(2) The variance shall be in harmony with the spirit and purposes of the housing code.

(D) Upon receipt of any appeal filed pursuant to this section, the Housing Inspector shall notify each member of the Housing Board of Appeals of the appeal, and the Board shall set a time and place for the hearing and shall give the petitioner written notice thereof at least 7 days prior to the hearing. The hearing shall be commenced not later than 30 days after the date on which the petition was filed. After filing a notice of appeal, enforcement of any notice of order appealed from shall be held in abeyance until the decision of the Board shall become final as hereafter provided. The decision of the Board shall be written, and shall state the findings, conclusions, and decisions of the Board.

(E) If no appeal is taken in accordance with the provisions of this chapter, the notice shall become a final order when the time for appeal to the Board has elapsed.

§ 94.08 DECLARATION OF DWELLING UNITS UNFIT FOR RENTAL OCCUPANCY

(A) Any dwelling, dwelling unit, rooming unit, or premises found in noncompliance after the required notices and hearings are conducted as provided shall be declared substandard and unfit for rental occupancy and shall be so designated by the Housing Inspector, and the registration of the units shall thereby be deemed canceled.

(B) No dwelling or dwelling unit or portion thereof which has been declared unfit for rental occupancy shall again be used for rental occupancy until registration thereof shall have been reviewed.

(C) Any dwelling, dwelling unit, rooming unit or premises found in noncompliance of the provisions established through a nuisance abatement written agreement shall be declared unfit for rental occupancy, and the registration of such units shall thereby be deemed canceled.

§ 94.09 BOARD OF HOUSING APPEALS

(A) The Planning Commission of the City of Vermillion shall act as the Board of Housing Appeals and shall hear any appeals at regularly scheduled or special meetings of the governing body.

(B) Upon receipt of a petition for hearings on the form furnished by the Housing Inspector, the Planning Commission acting as the Board of Appeals shall set a time and place for the hearings and shall give a petitioner written notice thereof at least 7 days prior to the hearing. The hearing shall be commenced not later than 30 days after the date on which the petition was filed.

§ 94.10 TENANTS' RIGHTS

It shall be a public offense for any owner to evict, harass, or raise the rent of a lessee because he or she has exercised any rights granted by this chapter by filing a complaint against an owner or operator of a dwelling unit or rooming house.

§ 94.11 INSPECTION AUTHORIZED; NOTICE REQUIRED

In order to compel the compliance with the registration requirements, the Housing Inspector or his or her assistants shall have the authority to enter any building, at reasonable times and upon 5-days written notice to the tenant or owner in possession, to determine if the building is operated as a rental property or to enforce the rental housing code, or both.

§ 94.12 TEMPORARY PERMIT

Pending inspection, any applicant for registration may be issued a temporary permit to let the dwelling unit for which registration is requested. Temporary Permits will not be issued for units that pose a health or safety risk, as determined by the Housing Inspector. Registrants shall have up to 60 days to complete any repairs, alteration or additions ordered as a result of the rental inspection. Extensions may be issued if the work required is unable to be completed due to weather.

§ 94.13 APPLICABLE LAWS

Registrants shall be subject to all of the ordinances of the city and laws of the state relating to dwellings; and all dwelling units subject to this chapter shall be made to comply with the provisions of all other relevant ordinances of the city and laws of the state; and no dwelling shall be registered, and, except pending inspection pursuant to a temporary permit, no person shall let to another for occupancy any dwelling or dwelling unit for the purpose of living, sleeping, cooking, or eating therein which does not comply with the ordinances and laws.

§ 94.14 VIOLATIONS

(A) *General.* Any person who shall violate any of the provisions of this chapter shall be subject to the penalties established in section § 10.99 . Each violation of this chapter shall constitute a separate offense.

(B) *Failure to Register.* Any person who lets for occupancy any structure that is not currently registered with the City shall be assessed a fee set by resolution of the City Council

(C) *Failure to make required repairs within the time allotted.* Any person who fails to make required repairs within the time specified in the rental inspection and report shall be assessed a fee set by resolution of the City Council

(D) *Failure to meet the inspector for scheduled inspections.* Any person who fails to meet the inspector at a scheduled inspection time and place or fails to reschedule an inspection at least one working day prior to the scheduled time shall be assessed a fee set by resolution of the City Council.

§ 94.15 Exceptions

(A) Egress Windows. Dwelling units located in the B-2 zone, when technically infeasible may have bedrooms without egress, provided an occupant shall not have to go through more than 1 adjoining room to reach an approved egress.

Dated at Vermillion, South Dakota this 1st day of August, 2011.

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: July 18, 2011
Second Reading: August 1, 2011
Publication: August 12, 2011
Effective Date: September 1, 2011

ORDINANCE NO. 1256

AN ORDINANCE, AMENDING SECTION § 150.50 INTERNATIONAL PROPERTY MAINTENANCE CODE, OF THE 2008 REVISED ORDINANCES OF THE CITY OF VERMILLION, SOUTH DAKOTA SECTION 101.2 SCOPE INCLUDING RESIDENTIAL STRUCTURES REGISTERD WITH THE CITY AS RENTAL DWELLING UNITS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VERMILLION, SOUTH DAKOTA that Section 90.16 of Chapter 90 be amended as follows:

§ 150.50 INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED.

- (A) A certain document, one copy of which is on file in the office of the Building Official and one copy of which is on file in the Vermillion Public Library, designated as the International Property Maintenance Code, 2009 Edition, be and is hereby adopted as the property maintenance code of the City of Vermillion in the State of South Dakota. The minimum property maintenance standards in the International Property Maintenance Code, 2009 Edition, shall become effective after January 1, 2011.
- (B) The following additions, deletions, modifications, or amendments to the International Property Maintenance Code, 2009 Edition, are hereby incorporated into and made a part of the code.
- (1) "*Section 101.2 Scope.*" The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

~~**Exception:** Residential structures registered with the City as Rental Dwelling Units shall be regulated by chapter 94: rental housing code.~~

Dated at Vermillion, South Dakota this 1st day of August, 2011.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

BY _____
Dan Christopherson, Mayor

ATTEST:

BY _____
Michael D Carlson, Finance Officer

First Reading: July 18, 2011
Second Reading: August 1, 2011
Publication: August 12, 2011
Effective Date: September 1, 2011



Council Agenda Memo

From: John Prescott, City Manager

Meeting: July 18, 2011

Subject: Resolution Authorizing State Water Plan Application for Landfill

Presenter: Bob Iverson

Background: In 2010, the City authorized an evaluation of the soils to determine if future landfill cells could be modified to allow deeper cell excavation, thus, increasing the capacity of each cell as well as the overall life of the landfill. The study determined the underlying soils are predominantly clay with a permeability of less than the required minimum for a clay liner. A cell excavation plan was developed based on the newly acquired information with regard to the base grade that was identified with the study.

Along with the new cell excavation plan, a new cell orientation plan and leachate plan were developed and submitted to SD DENR for approval. The landfill previously has filled and closed cell 1. Currently, the landfill is utilizing and filling cells 2, 3 & 4. Cell #2 will be filled this year or early next year. To have adequate disposal space, cell #5 will need to be completed during the 2012 construction season. HDR Engineering has been assisting the City with the landfill permit modification and leachate management plan. The proposed leachate system for cell #5 and up will consist of a collection system pumping to a 1,000,000 gallon leachate pond in the northeast corner of the landfill. HDR Engineering is developing cost estimates for the construction of cell #5, the leachate collection system and pond construction.

Discussion: In order to have cell #5 constructed and the leachate pond completed during the 2012 construction season, it is recommended that the City apply to have the project included on the State Water Plan. Placement on the plan will allow for applications for grants and SRF loan funding for the project.

The DENR meets quarterly to consider project funding requests. The first step is to apply to be included on the State Water Plan. State Water Plan applications are due by August 1 and projects remain on the water plan for two years after application. The State Water Plan provides a process for DENR to plan for funding needs for

all of the projects across the state. Once on the water plan, the City can then make application for grants and an SRF loan to fund the cell construction and leachate system.

Financial Consideration: To have the application included on the State Water Plan, and to submit the grant/loan applications, do not result in any costs except staff time. If the grant and loans are approved, the City Council will need to take action to accept the grant and approve loan resolutions for the debt.

The consulting engineer is developing cost estimates for the cell construction, leachate pond and leachate collection system. The current cost estimate for these projects is \$2,300,000. Cell #5 is projected to have a 9 year life. The leachate pond and collection system will serve the remaining landfill life which is projected at 42 years.

Conclusion/Recommendations: Administration recommends the approval of the resolution to authorize the application to include the landfill cell construction and leachate pond on the State Water Plan and the grant/loan applications for funding the project.

**CITY OF VERMILLION
RESOLUTION AUTHORIZING STATE WATER PLAN
APPLICATION AND RELATED GRANT/LOAN APPLICATIONS**

SUBMITTAL OF APPLICATIONS FOR INFRASTRUCTURE FINANCING

WHEREAS, the City of Vermillion has determined a need for the Landfill Expansion project;

WHEREAS, financial assistance will be necessary to enable the City to construct this project; and

WHEREAS, the South Dakota Department of Environment and Natural Resources provides grants and low-interest loans to eligible applicants for financing water, wastewater, and storm water infrastructure projects.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Vermillion hereby authorizes the filing of a State Water Plan and grant and/or loan applications with the South Dakota Department of Environment and Natural Resources, including all understandings and assurances contained therein, to fund its Landfill Expansion project.
2. Be it further resolved, that the City of Vermillion hereby authorizes its City Manager to act as Project Certifying Officer in connection with the applications, grant and/or loan agreements, and other required forms, and to provide such additional information as may be required by the South Dakota Department of Environment and Natural Resources.

Dated at Vermillion, South Dakota this 18th day of July, 2011.

John E. (Jack) Powell, Mayor

ATTEST:

Michael D. Carlson, Finance Officer



Council Agenda Memo

From: Andy Colvin, Assistant to the City Manager

Meeting: July 18, 2011

Subject: Closing of Parking Stalls – Coyote Twin/Hollywood Video

Presenter: Andy Colvin

Background: J & J Theatres, Inc., owner of Coyote Twin and Hollywood Video, annually requests permission to close four to five parking stalls in front of their businesses at 10 E. Main Street to display and sell store merchandise to the public. The closure of the stalls is necessary to allow patron access to the merchandise area. This year's sale is scheduled for Thursday, July 28, 2011.

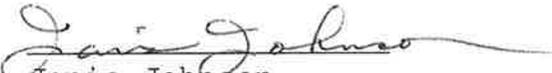
Discussion: Four Main Street parking stalls would remain closed from 7:00 a.m. until 5:00 p.m. on July 28. As the parking stalls are located directly in front of Coyote Twin/Hollywood Video, customers of these businesses will be most affected by the proposed parking closure. The City has not received any concerns about the closure of the parking stalls in the past.

Financial Consideration: None

Conclusion/Recommendations: Administration recommends approval of the request to allow Coyote Twin/Hollywood Video to close the parking stalls directly in front of Hollywood Video and Coyote Twin theatre at 10 E. Main Street on July 28, 2011 from 7:00 am – 5:00 pm.

July 6, 2011

The Coyote Twin Theatres/Hollywood Video requests permission to close the parking stalls (4) in front of the theatre and video store at 10 & 12 E Main Street on Thursday, July 28, 2011 from 7:00 a.m. to 5:00 p.m. for our annual Customer Appreciation Day Sale. The parking stalls will be blocked off to allow customer access to the sales area from the sidewalk side.


Janis Johnson



Council Agenda Memo

From: John Prescott, City Manager

Meeting: July 18, 2011

Subject: Resolution appointing official SDMPA representatives

Presenter: John Prescott

Background: The City has been part of the South Dakota Municipal Power Agency (SDMPA) for many years. The Agency was created when Missouri River Energy Services was developing to assist with obtaining tax exempt financing. The Agency was utilized to finance some early engineering studies and the purchase of the former MRES office building. While there are no active projects, the Agency is maintained should a situation arise. Part of this agreement provides for the adoption of a resolution of representation in the affairs and business of SDMPA.

Discussion To comply with the terms of the agreement the City Council is asked to adopt a resolution appointing SDMPA representatives.

Financial Consideration: There is no cost to the City in adopting the resolution.

Conclusion/Recommendations: Administration recommends the adoption of the resolution designating the City Manager as the official SDMPA representative and Light & Power Superintendent Mark Koller as the alternate representative.

RESOLUTION OF DESIGNATION OF AUTHORIZED REPRESENTATION

WHEREAS, the Governing Body of the City of Vermillion has entered into an agreement to establish the **South Dakota Municipal Power Agency (SDMPA)**, and as a member thereof is entitled to a representative who shall represent the Municipal Utility in the business of SDMPA.

NOW, THEREFORE, BE IT RESOLVED, that JOHN PRESCOTT be and he is hereby authorized and appointed as the representative of the City of Vermillion, to represent the Municipal Utility in the business of SDMPA, with the powers, duties and responsibility as provided in said agreement. The alternate representative, MARK KOLLER, is hereby authorized and appointed with equal powers.

Dated this 18th day of July, 2011.

John E. (Jack) Powell, Mayor

ATTEST:

Michael Carlson, Finance Officer



Council Agenda Memo

From: John Prescott, City Manager

Meeting: July 18, 2011

Subject: Resolution designating representation to the Missouri Basin
Municipal Power Agency d/b/a MRES

Presenter: John Prescott

Background: The City has been part of the Missouri Basin Municipal Power Agency, d/b/a Missouri River Energy Services (MRES) for over forty years. Harold Holoch had served as the alternate representative for many years. With Harold's retirement, a replacement alternate representative is needed. Part of the agreement with MRES provides for the adoption of a resolution of representation in the affairs and business of the MRES.

Discussion: For many years, the City Council has appointed the City Manager and Utilities Engineer during the July organizational meetings or as needed. With the change in staff and to comply with the terms of the agreement, the City Council is asked to adopt a resolution appointing MRES representatives.

Financial Consideration: There is no cost to the City in adopting the resolution.

Conclusion/Recommendations: Administration recommends the adoption of the resolution designating the City Manager as the official MRES representative and Jason Anderson as the alternate representative.

RESOLUTION OF DESIGNATION OF AUTHORIZED REPRESENTATION

WHEREAS, the Governing Body of the City of Vermillion has entered into an agreement to establish **The Missouri Basin Municipal Power Agency, d/b/a Missouri River Energy Services (MRES)**, and as a member thereof is entitled to a representative who shall represent the Municipal Utility in the business of MRES.

NOW, THEREFORE, BE IT RESOLVED, that JOHN PRESCOTT be and he is hereby authorized and appointed as the representative of the City of Vermillion, to represent the Municipal Utility in the business of MRES, with the powers, duties and responsibility as provided in said agreement. The alternate representative, JASON ANDERSON, is hereby authorized and appointed with equal powers.

Dated this _____ day of _____, 2011.

John E. (Jack) Powell, Mayor

ATTEST:

Michael Carlson, Finance Officer

CITY OF VERMILLION
 INVOICES PAYABLE-JULY 18, 2011

1 AMERICAN LEGAL PUBLISHING	ORDINANCE UPDATES	479.90
2 AT&T	POLICE COMMUNICATIONS	252.07
3 AVERA QUEEN OF PEACE HEALTH	TESTING	279.60
4 BROADCASTER PRESS	ADVERTISING	913.28
5 BUREAU OF ADMINISTRATION	TELEPHONE	370.09
6 CHANEY-COR INSURANCE	FIRE PORTABLE EQUIPMENT	1,047.00
7 CITY OF VERMILLION	LANDFILL VOUCHERS	820.50
8 CLAY-UNION ELECTRIC CORP	ELECTRICITY	1,011.22
9 DEPT. ENVIRONMENT NATL RES	LANDFILL OPERATIONS FEE	3,400.01
10 GCSAA	MEMBERSHIP DUES	340.00
11 GERSTNER OIL CO	AVAITION FUEL	17,053.26
12 GREGG PETERS	MANAGERS FEE & QTR PROFIT	22,750.25
13 JONES FOOD CENTER	SUPPLIES	49.38
14 LOREN FISCHER DISPOSAL	HAUL CARDBOARD	140.00
15 MATHESON TRI-GAS, INC	SUPPLIES	211.56
16 MIDAMERICAN	GAS USAGE	1,265.74
17 MIDCONTINENT COMMUNICATION	CABLE/INTERNET SERVICE	95.95
18 MIDWAY SERVICE, INC	FUEL	23,367.58
19 MINN MUNICIPAL UTILITY ASSOC.	SAFETY MGMT PROGRAM	5,372.51
20 PRESTO-X-COMPANY	INSPECTION/TREATMENT	94.00
21 QWEST	TELEPHONE	1,548.91
22 RESERVE ACCOUNT	POSTAGE FOR METER	950.00
23 SD DEPT OF LABOR	UNEMPLOYMENT BENEFITS	3,721.00
24 SPRINT	CELL PHONES	969.67
25 STACY LAVIN	WATER HEATER REBATE	357.00
26 THE EQUALIZER	ADVERTISING	43.20
27 UNITED PARCEL SERVICE	SHIPPING	47.87
28 US POSTMASTER	POSTAGE FOR UTILITY BILLS	975.00
29 VISA/FIRST BANK & TRUST	TRAVEL/SUPPLIES	493.90
30 SESDAC	BRIGHT ENERGY REBATE	661.00
	GRAND TOTAL	\$89,081.45