



## City of Vermillion Council Agenda

7:00 p.m. Regular Meeting

Monday, June 17, 2013

City Council Chambers

25 Center Street

Vermillion, South Dakota 57069

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
  - a. June 3, 2013 Special Session; June 3, 2013 Regular Session.
4. **Adoption of the Agenda**
5. **Visitors To Be Heard**
6. **Public Hearings**
  - a. Special daily malt beverage and wine license for the Clay County Agricultural Fair Association, Inc. on or about August 9 and 10, 2013 at the Clay County Fairgrounds.
7. **Old Business**
8. **New Business**
  - a. Library Board appointments.
  - b. Vermillion Housing Authority Board appointments.
  - c. Library Change Order #7.
  - d. Developer's Agreement with Richard G. Duman and Sheryl A. Duman, owners of Lot 1, Block 2, French East Addition (101 S. Mickelson).
  - e. Resolution to declare support for and adopt the 2013 Clay County multi-hazard pre-disaster mitigation plan update.
  - f. Request to close portions of High Street for Clay County Fair August 8 – 11, 2013.
  - g. Temporary Construction Easement for Shared Used Path along SD Highway 19 as it abuts the Polaris property.
9. **Bid Openings**
  - a. Landfill Leachate system.
  - b. National Guard Building Boiler Replacement.
10. **City Manager's Report**
11. **Invoices Payable**
12. **Consensus Agenda**
13. **Adjourn**

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

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

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

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

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

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

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

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

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

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





**Special Meeting Agenda  
City Council**

12:00 p.m. (noon) Special Meeting  
Monday, June 17, 2013  
City Hall-Large Conference Room  
Vermillion, South Dakota 57069

1. **Roll Call**
2. **Informational Session –Vermillion Hike/Bike path repair options – Jim Goblirsch.**
3. **Briefing on the June 17, 2013 City Council Regular Meeting Agenda-** Briefings are intended to be informational only and no deliberation or decision will occur on this item.
4. **Adjourn**

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

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

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Unapproved Minutes  
Council Special Session  
June 3, 2013  
Monday 12:00 noon

The special session of the City Council, City of Vermillion, South Dakota was held on Monday, June 3, 2013 at 12:00 noon at the Prentis Park pool.

1. Roll Call

Present: Grayson, Osborne, Ward, Willson, Zimmerman

Absent: Collier-Wise, Davies, Meins, Mayor Powell

2. Briefing on the June 3, 2013 City Council Regular Meeting

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

3. Informational Session - Tour of the Prentis Park pool facility - Jim Goblirsch

John Prescott, City Manager, stated that, as a new pool will be an item of discussion during the upcoming budgets sessions, he felt a tour of the existing pool would be in order. Jim Goblirsch, Director of Parks and Recreation, and his staff provided a tour of the pool facilities. Jim answered questions of the City Council on the pool.

4. Informational Session Tour of Vermillion River hike/bike path. - Jim Goblirsch

John Prescott, City Manager, stated that a report of the options for the hike/bike path will be presented at the next noon session but he wanted to provide Council members with a tour of the condition of the hike/bike path. The meeting was moved to Cotton Park where Jim Goblirsch provided a tour of the hike/bike path and the closed sections. John stated that more information will be provided in two weeks.

5. Adjourn

148-13

Alderman Ward moved to adjourn the Council special session at 1:00 p.m. Alderman Willson seconded the motion. Motion carried 5 to 0. President Osborne declared the motion adopted.

Dated at Vermillion, South Dakota this 3<sup>rd</sup> day of June, 2013.

THE GOVERNING BODY OF THE CITY  
OF VERMILLION, SOUTH DAKOTA  
BY \_\_\_\_\_  
Kent Osborne, President

ATTEST:

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

Unapproved Minutes  
City Council Regular Session  
June 3, 2013  
Monday 7:00 p.m.

The regular session of the City Council, City of Vermillion, South Dakota was called to order on June 3, 2013 at 7:00 p.m. by Mayor Powell.

1. Roll Call

Present: Davies, Grayson, Meins, Osborne, Ward, Willson, Zimmerman, Mayor Powell, Student Representative Jessica Peterson

Absent: Collier-Wise

2. Pledge of Allegiance

3. Minutes

A. Minutes of May 20, 2013, Special and May 20, 2013 Regular Session

149-13

Alderman Zimmerman moved approval of the May 20, 2013, special minutes and May 20, 2013 regular session minutes. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

4. Adoption of Agenda

150-13

Alderman Grayson moved approval of the agenda with the correction to 8c to change the street name from Austin to Court Street and the date from July 25<sup>th</sup> to July 24-25. Alderman Ward seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

#### 5. Visitors to be Heard

Alderman Osborne extended thanks to all that attended the Library Dedication on Saturday, June 1<sup>st</sup>. Kent encouraged citizens to stop by and see the changes to the library.

#### 6. Public Hearings

##### A. Annual malt beverage license renewals

Mike Carlson, Finance Officer, reported that the Notice of Hearing and the Police Chief's report for the applicants are included in the packet. Mike noted that City ordinance requires a management plan upon re-application if a violation occurred since last renewal. The management plan for Gup Fei Zheng for Asian Buffet; Old Lumber Company, Inc. for Old Lumber Company Bar & Grill; Jose Gonzalez for Mi Familia Mexican Restaurant; NPC International for Pizza Hut; Bonnie Rowland for Raziel's; Prairie River, Inc for R Pizza and Dwight Iverson for Cherry Pit Stop, were handed out at last Council meeting. Mike read the list of licenses that had applied for renewal noting that the Old Lumber Company license had conditions placed on it when it was issued.

Alderman Willson was concerned about the number of license holders that failed the compliance checks that require the checking of identifications.

151-13

Alderman Willson moved approval of the renewal of the following licenses that have not failed a compliance check: Re-issuance of Retail (On-Off Sale) Malt Beverage: Bunyan's LLC for Bunyan's at 1201 West Main Street; Café Brule, Inc. for Café Brule at 24 West Main Street; BeBee Street II, Inc. for Carey's Bar at 18 & 20 West Main Street; Spanrex, Inc. for Chae's at 8 West Main Street; Charcoal Lounge, Inc. for Charcoal Lounge at 6 & 8 West Main Street; Coyote Convenience, Inc. for Coyote Convenience at 116 East Cherry Street; Blue, Inc. for Little Italy's at 831 East Cherry Street; Main Street Pub, Inc. for Main Street Pub at 11 West Main Street; Maya Janes, Inc. for Maya Janes at 9 West Main Street; Mexico Viejo, Inc. for Mexico Viejo Mexican Restaurant at 432 E. Cherry Street; Sunset Oil, Inc. for Lucky 7 Casino at 629 Stanford Suite A; Sunset Oil, Inc. for Sunset Casino at 629 Stanford Suite B; Pump N Stuff of Vermillion, Inc. for Pump N Stuff VL room #1 at 203 E Main St; Pump N Stuff of Vermillion, Inc. for Pump N

Stuff VL room #2 at 203 E Main St; Red Steakhouse, Inc. for Red Steakhouse at 1 East Main Street; Silk Road Café, Inc. for Silk Road Café at 12 West Main Street; OMA SHREE, LLC for Speedee Mart at 800 East Cherry Street; City of Vermillion for The Bluff's Golf Course at 2021 East Main Street; Varsity Pub, LLC for The Varsity at 113 East Main Street; David W. Raabe for Westside Inn at 1313 West Cherry Street; Valiant Vineyard, Inc for Valiant Vineyard at 1500 West Main; Re-issuance of Package (Off Sale) Malt Beverage: Freedom Valu Centers, Inc for Erickson Freedom Valu Ctr at 830 E Cherry Street; HyVee Food Stores, Inc. for HyVee at 525 West Cherry Street; Leo's Sports Bar & Grill, LLC for Leo's Lounge at 11 Market Street; Pump N Stuff of Vermillion, Inc. for Pump N Stuff at 203 East Main Street; Wal-Mart Stores, Inc. for Wal-Mart Super Center #3734 at 1207 Princeton Street; Re-issuance of Package (Off Sale) Malt Beverage with SD Farm Wine: Casey's Retail Company, Inc. for Casey's General Store at 615 Jefferson St. Alderman Osborne seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Discussion followed on the management plans that were filed, the need to check identifications before selling and the compliance checks. John Prescott, City Manager, reported on the meeting that the Police Department had with the license holders, noting that the license holders present at the meeting agreed that the failure rate was not acceptable.

152-13

Alderman Willson moved approval of the renewal of the following licenses with the condition that the license for the Old Lumber Company, Inc be restricted to the interior of the structure located at 15 Court Street: Gup Fei Zheng for Asian Buffet at 404 Bower Street; Old Lumber Company, Inc. for Old Lumber Company at 15 Court Street; Jose Gonzalez for Mi Familia Mexican Restaurant at 7 Court Street Suite 101; NPC International, Inc. for Pizza Hut #2788 at 928 East Cherry Street; Bonnie K. Rowland for Raziell's at 13 West Main Street; Prairie River, Inc. for R Pizza at 2 West Main Street; Dwight Iverson for Cherry Pit Stop video lottery at 23 East Cherry Street; Dwight Iverson for Cherry Pit Stop at 23 East Cherry Street. Alderman Grayson seconded the motion. Chad Grunewaldt, owner of the Old Lumber Company, Inc, stated that the employee made a mistake in checking the identification and that is why the compliance check was failed and a subsequent compliance check was passed. Chad stated that the business is in a new location and requested the condition of the license being restricted to the interior of the building be removed as other businesses in the downtown area have outside areas. Upon request as to what his plans would be if the restriction was removed, Chad stated that he would like to develop a roof top patio and possibly some sidewalk seating areas. Jim McCulloch, City Attorney, stated that the City Council could remove

the restriction by action any time during the license period. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. Special daily malt beverage and wine license for the Vermillion Area Arts Council on or about June 13, 2013 at 202 Washington Street

Mike Carlson, Finance Officer, reported that an application was received for a special daily malt beverage and wine license for the Vermillion Area Arts Council on or about June 13<sup>th</sup> for a special event with David Davis and the Warrior River Boys at 202 Washington Street. The notice of hearing and Police Chief's report were included in the packet.

153-13

Alderman Grayson moved approval of the special daily malt beverage and wine license for the Vermillion Area Arts Council on or about June 13, 2013 at 202 Washington Street for a concert. Alderman Willson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

C. Transfer of a retail on-sale liquor license to Augustus Management, LLC for Howler's Bar and Grill at 912 N. Dakota Street from Secure Success, LLC operating Pro's Sports Bar

Mike Carlson, Finance Officer, reported that an application to transfer the retail on-sale liquor license was received from Augustus Management, LLC for Howler's Bar and Grill at 912 N Dakota Street from Secure Success, LLC operating Pro's Sports Bar. The notice of hearing and Police Chief's report are included in the packet. The owner of Augustus Management, LLC is Jon Robertson who operates Cherry Street Grille who had failed a compliance check so the Management Plan was included with the other plans two weeks ago.

154-13

Alderman Ward moved approval of the transfer of the retail on-sale liquor license to Augustus Management, LLC for Howler's at 912 N Dakota Street from Secure Success, LLC operating Pro's Sports Bar. Alderman Zimmerman seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

D. Issuance of a retail on-off malt beverage with South Dakota Farm Wine license for Augustus Management, LLC for Cherry Street Grille at 1122 E. Cherry Street.

Mike Carlson, Finance Officer, reported that an application was received from Augustus Management, LLC for Cherry Street Grille at 1122 East Cherry for a retail on-off sale malt beverage with SD Farm Wine

license. The notice of hearing and Police Chief's report were included with the previous item. This license will be effective July 1, 2013 until June 30, 2014. The owner of Augustus Management, LLC is Jon Robertson who operates Cherry Street Grille who had failed a compliance check so the Management Plan was included with the other plans two weeks ago.

155-13

Alderman Ward moved approval of the retail on-off sale malt beverage with SD Farm Wine license for Augustus Management, LLC for Cherry Street Grill at 1122 E. Cherry Street. Alderman Willson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

7. Old Business

8. New Business

A. Amendment #1 to Erickson Addition covenants and deed restrictions for Lots 2-5 Block 6; Lots 4-8 Block 7; and Outlot B, Block 6 (Riverbend Business Park).

John Prescott, City Manager, reported that the City established covenants in 2008 for the platted lots in the Erickson business park. John noted that this property was transferred to the Vermillion Chamber and Development Company in 2010 to provide for the marketing of the property. The first amendment is to expand the covenants to cover the unplatted property being Outlot B of Block 6. The amendment also proposes to slightly change the metal/nonmetal ratio of the exterior finish, the irrigation landscaping requirements for some of the lots, to reflect the change in ownership of the property from the City to the VCDC and the replat of Lots 1, 2 & 3 Block 7 to Lot 8 Block 7. John explained the proposed changes and recommended the adoption of the amended covenants noting that Steve Howe with the VCDC was present to answer questions. Discussion followed on the proposed amendment to the covenants.

156-13

Alderman Grayson moved approval of Amendment #1 to the Erickson Addition covenants and deed restrictions as presented and authorized the Mayor to sign. Alderman Ward seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. Request to close Kidder Street from Noon on July 24, 2013 to 2:00 a.m. On July 25, 2013 for a Make-a-Wish event at the Old Lumber Company 15 Court Street.

John Prescott, City Manager, reported that a request was received to close Kidder Street from Court Street to Market Street from noon on July 24<sup>th</sup> to 2:00 a.m. on July 25, 2013 for a Make-a-Wish event at the Old Lumber Company. The event includes that for a contribution motorcycle riders will be able to ride through the Old Lumber Company and exit onto Kidder Street. The street closing request is to allow the parking of the motorcycles. John stated that Chad has contacted First Dakota National Bank and Total Flooring about the event. John noted that Fire and EMS have been contacted and have no issues.

Chad Grunewaldt, owner of the Old Lumber Company, stated that he is working with the Make-A-Wish group to raise funds for the organization. He stated that the street closing will allow for the parking of motorcycles and for participants to look at the motorcycles. He noted that he will provide garbage receptacles at each entrance and will clean up after the event. As to bathrooms, Chad stated that there is plenty of capacity inside the business. He reported that contacts had been made to businesses along that portion of Kidder and signs will be put up informing the bank customers of access from the west and accommodations will be made for deliveries. Chad stated that other communities operate similar events that bring a large number of guests to the community. Chad answered questions of the City Council on the street closing noting that set up is from noon to 5:00 p.m.

157-13

Alderman Grayson moved approval of closing Kidder Street from Court to Market Street at noon on July 24<sup>th</sup> to 2:00 a.m. on July 25<sup>th</sup> for the Make-A-Wish event. Alderman Ward seconded the motion. Discussion followed on the time and traffic flow with Chad noting that he can have the motorcycles exit to the west away from the residential areas. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

C. Permit for consumption of alcohol on Kidder Street between Market Street and Court Street on July 24 & 25, 2013 for Old Lumber Company, Inc

Mike Carlson, Finance Officer, reported that Chad Grunewaldt with the Old Lumber Company has requested a permit for consumption of alcohol on the public property being Kidder Street as part of the Make-A-Wish event on July 24<sup>th</sup> & 25<sup>th</sup>. State statute 35-1-5.5 provides that the City Council can grant a permit for the consumption but not sale of alcoholic beverages on public property for a time period that cannot exceed 24 hours but may not extend beyond the time restricted for the license. As this event will be using the public street for consumption, the City Council may want to include the following conditions:

- Require a Release and Indemnification to hold the City harmless from claims during the event.
- Certificate of insurance naming the City as an additional insured for the event.
- Require the applicant identify and utilize a fenced area where alcoholic beverages may be consumed but not sold, as well as a plan to monitor the entrances and exits from this area to ensure that those under the age of 21 are not allowed. The applicant will need to coordinate the fencing and security plan with the Police Department in advance of the event.
- Require a plan for the cleanup and disposal of materials after the event. Mike noted that Chad has indicated he will clean up after the event.
- The hours consumption will be allowed will need to be stated. The statute provided the permit period may not exceed twenty-four hours and the hours of authorized consumption may not exceed those permitted for on-sale licensees. The street closing is from noon on July 24<sup>th</sup> to 2:00 a.m. on July 25<sup>th</sup>. Will need to establish the time to allow consumption as the area will need to be monitored during all hours consumption is allowed.

Chad Grunewaldt, owner of the Old Lumber Company, stated that he has worked with a similar event in Sioux Falls for four years and knows how to run such an event. Discussion followed with Chad answering questions of the City Council on the event.

158-13

Alderman Zimmerman moved approval of suspension of the restriction of the requirement for consumption only on the interior of the structure for this event and authorizes the permit for consumption of alcohol on Kidder Street between Market Street and Court Street on July 24<sup>th</sup> from 5:00 p.m. until 2:00 a.m. on July 25, 2013 for Old Lumber Company, Inc. if the owner complies with the conditions: a) That a Release and Indemnification to hold the City harmless from claims during the event be provided, b) Certificate of insurance naming the City as an additional insured for the event, c) the applicant identify and utilize a fenced area where alcoholic beverages may be consumed but not sold, as well as a plan to monitor the entrances and exits from this area to ensure that those under the age of 21 are not allowed. The applicant will need to coordinate the fencing and security plan with the Police Department in advance of the event and d) cleanup the public property after the event. Alderman Willson seconded the motion. Discussion followed with Chad stating that he understood the conditions. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

## 9. Bid Openings

## A. Baler Procurement and Installation Project

Jose Dominguez, City Engineer, reported that the Landfill baler building and all of the baling equipment were lost during a fire on October 22, 2012. Due to the loss, the City has been in the process of purchasing new baling equipment. This equipment consists of a baler and a conveyor. The City and the insurance carrier agreed on a replacement and installation cost of \$953,000 for a new baler and a new conveyor.

Jose stated that requests for bids were sent to five vendors and the City only received three bids from two vendors which were opened on May 21, 2013. The low bid was from IBC in the amount of \$906,830.71. The other two bids from RSC were for \$1,039,071 and \$1,029,671. The bids mentioned above include the base bid, which is the baler and conveyor, and the three alternates. The alternates are #1 for a wire tie system, #2 for recommended spare part inventory and #3 for a maintenance service agreement.

Jose noted that the specifications for the equipment were written in such a way as to eliminate as much as possible the chance of acquiring new equipment that was not proven in the field. One of the ways that this was done was by specifying equipment from acceptable manufacturers. The City compiled a list of five acceptable balers and two acceptable conveyors. If a vendor wanted to propose equipment from a different manufacturer, the vendor would have had to contact the City, or Consultant, for prior approval.

The low bid received had an approved baler, an IBC; however, the conveyor, a KWS, was not on the approved list. The vendor never received an approval to utilize the conveyor in the bid. Furthermore, the conveyor is from a less well-known manufacturer and does not meet critical items of the required specifications (e.g. no rail on the return rack and the belt side wing is part of the chain and not welded to the pan). Jose recommended rejection of the low bid from IBC as it did not meet specifications.

Jose stated that both of the other two bids included a Harris baler. However, the baler was either paired with a Mayfran or a Hustler conveyor. The baler and both of the conveyors are in the approved list and they also meet all of the critical specifications. Additionally, the proposed conveyors are from well know manufacturers (the previous conveyor at the landfill was a Mayfran purchased in 2003).

Jose noted that this project was not budgeted for in 2013 as the fire had not yet taken place. At this point, it is estimated that the budget will have to be revised by \$41,999 in addition to the \$953,000 from the insurance company.

Jose recommended rejecting the low bid of IBC and purchasing a Harris baler with a Hustler conveyor with bid alternate no. 3 from Recovery Systems Co. Inc., for the amount of \$994,999.00.

Discussion followed with Jose answering questions of the City Council.

Bids: IBC base bid \$844,550.71, alternate #1 \$29,625., alternate #2 \$29,239., alternate #3 \$8,916; RSC option #1 base bid \$998,615, alternate #1 \$15,000., alternate #2 \$19,672., alternate #3 \$5,784; RSC option #2 base bid \$988,215, alternate #1 \$15,000., alternate #2 \$19,672., alternate #3 \$5,784

159-13

Alderman Ward moved to reject the low bid of IBC as it did not meet bid specifications and award the bid to RSC on option #2 base bid of \$988,215 plus alternate #3 of \$5,784 for a total of \$994,999. Alderman Ward seconded the motion. Discussion followed. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. Replacement of the Traffic Signal Pole at North University and East Cherry Streets

Jose Dominguez, City Engineer, reported that on the night of January 28, 2013 a semi-truck struck the traffic signal pole at the northwest corner of East Cherry and North University Street. The truck damaged the traffic signal pole, three signal heads and the pedestrian push button pole. Soon after the accident, the DOT and the signal pole manufacturer, Millerbernd Manufacturing Company, were contacted to see if the damage to the pole was significant enough to merit replacement. Both of the entities contacted responded by saying that the pole should be replaced since it was damaged enough to minimize its structural integrity. Jose noted that, after several conversations, the insurance company agreed to reimburse the City based upon estimates of \$40,564.85 for the replacement of the damaged items. A check for this amount has already been received by the City. Jose stated that in addition to this contract the City Electric Department incurred \$2,031.50 of costs to repair the signal, a replacement pole has been ordered for \$3,610 and \$5,065 of other repair parts have been received. Jose reported that bid specifications were sent to six contractors and only one bid was received from Muth Electric in the amount of \$22,245.00. Jose recommended awarding the contract to the only bidder Muth Electric. Discussion followed on the project.

160-13

Alderman Davies moved approval of the only bid of Muth Electric for

the replacement of the traffic signal pole at N. University and E. Cherry Street in the amount of \$22,245. Alderman Grayson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

#### C. 2013 Miscellaneous Concrete Project

Jose Dominguez, City Engineer, reported on the ongoing program to update handicapped ramps and repair damaged curb and gutter. Jose stated that bid information was sent to six contractors with two bids received and opened on May 29<sup>th</sup>. The low bid was Martinson Construction for an amount of \$50,723.21. The second bid was \$51,318.47. Jose recommended awarding the bid to the low bidder Martinson Construction. Discussion followed.

161-13

Alderman Davies moved approval of the low bid of Martinson Construction of \$50,723.21 for the 2013 miscellaneous concrete project. Alderman Willson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

#### D. 2013 Stump Grinding Project

Jose Dominguez, City Engineer, reported that during the winter months the City crews removed diseased trees and trees that are causing property damage in the public right-of-way. The City then hires a private contractor to remove the stumps. Jose noted that requests for quotes were sent to four contractors with two quotes received and opened on May 24<sup>th</sup>. The low quote was from Gary's Tree Service for \$4,377.50 and the second quote was \$5,285.00. Jose recommended the low quote of Gary's Tree Service of \$4,377.50.

162-13

Alderman Ward moved approval of the low quote of Gary's Tree Service of \$4,377.50 for stump grinding. Alderman Grayson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

#### E. Fuel quotes

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

4,350 gal unleaded 10% ethanol: Stern Oil \$3.37.59, Brunick's Service \$3.30; 1,000 gal unleaded: Stern Oil \$3.4304, Brunick's Service \$3.33; 3,000 gal No. 2 diesel-dyed: Stern Oil \$3.1494, Brunick's Service \$3.13; 1,000 gal No. 2 diesel-clear: Stern Oil \$3.3994, Brunick's Service \$3.37

163-13

Alderman Osborne moved approval of the low quote of Brunick Service on all four items. Alderman Grayson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

#### 10. City Manager's Report

A. John reported that the City Council will be making two appointments to the Library Board and one appointment to the Vermillion Housing Authority at the June 17<sup>th</sup> meeting. He requested that interested citizens complete the Expression of Interest form available at City Hall or the City website and return to City Hall by June 7<sup>th</sup>.

B. John reported that the library dedication on Saturday was a great success and wanted to thank all that assisted.

C. John reported that with the moisture we will most likely be fogging for mosquitoes at some point this year. If citizens would like to have the fogging not take place as the equipment passes your property, please contact City Hall at 677-7050 to be included on the No Fog list.

D. John reported that the skate park dedication will be on Tuesday, June 18<sup>th</sup> at 1:30 p.m. at the skate park. John reported that representatives from Wellmark Blue Cross/Blue Shield will be present as they were a major donor through their 3 point programs.

E. John reported that based upon the City Council members response the 2014 Budget Hearings will be August 13<sup>th</sup> and 14<sup>th</sup> in the large conference room on the 2<sup>nd</sup> floor of City Hall.

F. John reported that Benjamin Moore has a program called Main Street Matters. Two to three communities from each state are listed on the website. The top 20 communities will receive paint and guidance in repainting their Main Street. John reported that citizens can vote for Vermillion by going to [paintwhatmatters.com](http://paintwhatmatters.com) select South Dakota and then Vermillion.

G. John reported that a raffle notification was received from the US Veterans Motorcycle Club that will be raffling a 16 foot canoe at \$5 per chance or 5 for \$20 with the drawing on September 7<sup>th</sup>.

#### PAYROLL ADDITIONS AND CHANGES

Communications: Tenelle Choal \$14.00/hr; Recreation: Andrew Callahan \$7.75/hr; Pool: Dawn Bergeson \$11.50/hr, Thomas Harrison \$10.00/hr, Anna Hanson \$7.75/hr; Parks: Jason Gault \$8.50/hr; Water: Dale Husby

\$17.84/hr; Wastewater: Kyle Weiss \$8.50/hr, Thomas Walker \$8.75/hr;  
Curbside Recycling: Calle Sorensen \$14.12/hr

11. Invoices Payable

164-13

Alderman Davies moved approval of the following invoices:

A & B BUSINESS, INC	MAINTENANCE	526.85
A-OX WELDING SUPPLY CO	SUPPLIES	714.72
ADAPCO, INC	SUPPLIES	1,707.12
ADVANCED WEIGHING SYSTEMS	ANNUAL SUPPORT	1,550.00
ALLEGIANT EMERGENCY SERVICE	REPAIRS	1,766.20
AMERICAN BOOK RETURNS	BOOK DROP BOX	4,201.00
APEX EQUIPMENT, LLC	REPAIRS	359.23
APPEARA	SUPPLIES	139.69
AQUA-PURE INC	CHEMICALS	4,180.00
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	194.18
ARGUS LEADER MEDIA #1085	SUBSCRIPTION	48.00
AUDIO GO	BOOKS	80.00
AWE DIGITAL LEARNING SOLUTIONS	EARLY LITERACY STATION	2,771.00
AWWA	MEMBERSHIP DUES	170.00
BAKER & TAYLOR BOOKS	BOOKS	1,397.96
BARKLEY ASPHALT	ASPHALT	297.07
BARNES DISTRIBUTION	SUPPLIES	191.43
BIERSCHBACH EQPT & SUPPLY	PARTS	5,784.40
BILLION AUTO	REPAIRS	1,463.27
BLACKBURN MANUFACTURING CO	SUPPLIES	157.56
BOMGAARS	BATTERY	99.99
BORDER STATES ELEC SUPPLY	SUPPLIES	1,396.50
BOUND TREE MEDICAL, LLC	SUPPLIES	1,376.08
BROADCASTER PRESS	ADVERTISING	42.00
BROWN TRAFFIC PRODUCTS	SUPPLIES	616.50
BRUNICKS SERVICE INC	PROPANE	38.00
BSN SPORTS INC	SUPPLIES	118.49
BUSHNELL OUTDOOR PRODUCTS	MERCHANDISE	1,489.16
BUTLER MACHINERY CO.	PARTS/REPAIRS	4,484.31
CALLAWAY GOLF	MERCHANIDSE	271.81
CAMPBELL SUPPLY	SUPPLIES	3,150.01
CANNON TECHNOLOGIES, INC	SUPPLIES	2,499.36
CASK & CORK	MERCHANDISE	632.38
CBCINNOVIS, INC	TESTING	13.40
CENTURY BUSINESS LEASING,	COPIER LEASE	138.25

CENTURYLINK	TELEPHONE	737.86
CHESTERMAN CO	SUPPLIES	1,464.29
CITY DIRECTORIES	BOOKS	405.00
CITY OF VERMILLION	POSTAGE/COPIES	1,428.97
CITY OF VERMILLION	UTILITY BILLS	35,236.86
CLAY CO REGISTER OF DEED	FILING FEE	30.00
CLAY COUNTY DIR OF EQUALIZATION	PICTOMETRY	4,161.22
CLAY RURAL WATER SYSTEM	WATER USAGE	42.20
CLIMATE SYSTEMS, INC	MAINTENANCE	1,450.00
CLUBHOUSE HOTEL & SUITES	LODGING	268.00
COFFEE KING, INC	SUPPLIES	57.75
COLONIAL LIFE ACC INS.	INSURANCE	2,856.72
CONCRETE MATERIALS	CONCRETE	806.00
CONSTRUCTED CONCEPTS	REPAIRS	51.00
CULLIGAN WATER	BOTTLED WATER	78.00
D-P TOOLS	SUPPLIES	24.75
DAKOTA BEVERAGE	MERCHANDISE	11,344.05
DAKOTA PC WAREHOUSE	PROJECTOR/SUPPLIES	1,069.94
DAKOTA RIGGERS & TOOL SUPPLY	SUPPLIES	1,756.00
DANKO EMERGENCY EQUIPMENT	SUPPLIES	1,106.35
DAVIS PHARMACY	CAMERAS	1,839.96
DELTA DENTAL PLAN	INSURANCE	5,828.76
DEMCO	SUPPLIES	1,936.19
DENNIS MARTENS	MAINTENANCE	833.34
DEPT OF REVENUE	TESTING	195.00
DGR ENGINEERING	PROFESSIONAL SERVICES	11,018.00
DIAMOND VOGEL PAINTS	SUPPLIES	49.88
DIANE'S GREENHOUSE	PLANTS	471.33
DIVERSIFIED INSPECTIONS	INSPECTIONS	1,092.00
DUST TEX	SUPPLIES	66.98
E.A SWEEN COMPANY	SUPPLIES	150.46
EAGLES	ADVERTISING-CONVENTION BOOK	30.00
EARTHGRAINS BAKING CO'S IN	SUPPLIES	177.27
ECHO ELECTRIC SUPPLY	SUPPLIES	1,600.30
EDC EDUCATIONAL SERVICES	BOOKS	266.49
ELECTRONIC ENGINEERING	SUPPLIES	317.50
EMBROIDERY & SCREEN WORKS	EMBROIDERY	116.60
ENVIRONMENTAL PRODUCTS	PARTS	91.48
ERIC BIRKELAND	MEALS REIMBURSEMENT	40.00
EZ-LINER INDUSTRIES	PARTS	302.36
FARMER BROTHERS CO.	SUPPLIES	40.67
FAST AUTO GLASS	WINDSHIELD	250.00
FASTENAL COMPANY	SUPPLIES	647.26

FEDEX.	SHIPPING	23.22
FOREMAN MEDIA	COUNCIL MTG	100.00
GALE	BOOKS	638.77
GAYLORD BROS INC	SUPPLIES	96.69
GEMPLERS INC	SUPPLIES	70.90
GENERAL TRAFFIC CONTROLS	SUPPLIES	87.81
GENTLE TOUCH CARPET CARE	CARPET CLEANING	40.11
GOVERN FINANCE OFFICERS ASSOC	ANNUAL REPORT	435.00
GRAHAM TIRE CO.	TIRES	206.90
GRAINGER	PARTS	93.35
GRAYBAR ELECTRIC	SUPPLIES	50.52
GRAYMONT CAPITAL INC	SUPPLIES	7,525.25
GREGG PETERS	FREIGHT	1,384.50
GREGG PETERS	RENT	937.50
GUARANTEE OIL CO INC	SUPPLIES	60.54
GUARANTEE ROOFING & SIDING	REPAIRS	500.00
GUILDCRAFT, INC	SUPPLIES	109.11
HACH CO	SUPPLIES	892.00
HANSEN LOCKSMITHING	KEYS	35.00
HAROLD K SCHOLZ CO	SUPPLIES	600.00
HARTINGTON TREE LLC	TREE	250.00
HATCH FURNITURE & FLOORING	GLIDER/OTTOMAN	552.00
HAUFF MID-AMERICA SPORTS	LIFEGUARD SUITS	504.50
HAWKINS INC	CHEMICALS	4,593.98
HD SUPPLY WATERWORKS	SUPPLIES	1,038.06
HDR ENGINEERING, INC	PROFESSIONAL SERVICES	84,324.14
HEARTLAND AG-BUSINESS GROUP	BOOKS	33.00
HEIMAN, INC.	SUPPLIES	1,907.25
HELGET SAFETY SUPPLY, INC	SAFETY EQUIPMENT	511.62
HELMS & ASSOCIATES	AIRPORT TAXIWAY	2,016.19
HENDERSONS ULTIMATE CAR WASH	CAR WASH CARD	50.00
HERREN-SCHEMPP BUILDING	SUPPLIES	735.81
HILLYARD FLOOR CARE SUPPLY	SUPPLIES	114.10
HY VEE FOOD STORE	SUPPLIES	299.07
INDEPENDENCE WASTE	PORTABLE TOILET RENTAL	1,460.45
INGRAM	BOOKS	3,170.84
INTERNATIONAL PUBLIC MGMT	TESTING MATERIALS	402.50
INTERSTATE BATTERIES	BATTERIES	367.80
JACKS UNIFORM & EQPT	UNIFORM	1,007.25
JEFF GILBERTSON	WATER HEATER/WIRING REBATE	305.00
JESSICA WADE	HEALTH CLUB REIMBURSEMENT	175.00
JIM BALLEWEG	MEALS REIMBURSEMENT	40.00
JOHN A CONKLING DIST.	MERCHANDISE	7,002.40

JOHN C. PRESCOTT	MEALS REIMBURSEMENT	22.00
JOHN WALKER	SAFETY BOOTS REIMBUSEMENT	100.00
JOHNSON BROTHERS FAMOUS BRANDS	MERCHANDISE	20,924.64
JOHNSON CONTROLS	SERVICE AGREEMENT	1,473.14
JOHNSON ELECTRIC	INSTALL LOAD MGMT	300.00
JONES FOOD CENTER	SUPPLIES	775.80
JONES LIBRARY SALES, INC	SHELVING	32,796.55
K-LOG INC	DESKS	413.26
KALINS INDOOR COMFORT	REPAIRS	432.61
KARSTEN MFG CORP	MERCHANDISE	1,134.48
KEY CONTRACTING, INC	MANHOLE COATING	38,264.00
KNIFE RIVER MIDWEST, LLC	SUPPLIES	454.35
KNOLOGY	911 CIRCUIT	1,365.50
LARRY'S HTG & COOLING, INC	REPAIRS	450.19
LAWSON PRODUCTS INC	SUPPLIES	238.64
LAYNES WORLD	MERITORIOUS SERVICE AWARD	57.03
LEISURE LAWN CARE	PARTS	62.50
LESSMAN ELEC. SUPPLY CO	SUPPLIES	1,820.00
LINCOLN MUTUAL LIFE	INSURANCE	449.00
LOCATORS AND SUPPLIES, INC	SUPPLIES	195.76
LP GILL, INC	TIRE DISPOSAL	484.00
MALLOY ELECTRIC	PARTS	244.86
MARKS MACHINERY	PARTS	307.78
MART AUTO BODY	TOWING	75.00
MATHESON TRI-GAS, INC	OXYGEN	44.04
MCCULLOCH LAW OFFICE	PROFESSIONAL SERVICES	1,320.00
MEAD LUMBER	SUPPLIES	180.81
MEDICAL WASTE TRANSPORT	HAUL MEDICAL WASTE	189.21
MENARDS	SUPPLIES	114.97
MERRICK INDUSTRIES	REPAIRS	1,874.35
MIDWEST ALARM CO	ALARM MONITORING	63.00
MIDWEST BUILDING MAINTENANCE	MAT SVC	375.70
MIDWEST READY MIX & EQUIPMENT	FAST TRACK	623.00
MIDWEST TURF & IRRIGATION	PARTS	691.31
MILLER LOADERS	SUPPLIES	658.60
MISSOURI RIVER ENERGY SERVICE	REGISTRATION	200.00
MISSOURI VALLEY MAINTENANCE	REPAIRS	1,024.00
MOORE WELDING & MFG	REPAIRS	2,973.00
MORSES FARM MARKET	PLANTS	19.25
MOTION PICTURE LICENSING C	LICENSE	164.37
MOVIE LICENSING USA	LICENSE RENEWAL	325.00
N B GOLF LLC	GOLF CAR/BEVERAGE UNIT RENTAL	3,879.11
NATL BUSINESS FURNITURE	CHAIRS	2,322.00

NATL PEN CORPORATION	SUPPLIES	293.40
NETSYS+	REPAIRS	425.87
NEW YORK LIFE	INSURANCE	94.02
NORTH CENTRAL RENTAL & LEASING	RENTAL	353.37
NORTHLAND	SUPPLIES	388.00
OFFICE OF WEIGHTS & MEASURES	TESTING	151.00
PAUL CONWAY SHIELDS	FIRE DEPT SHIELDS	198.40
PAULS PLUMBING	REPAIRS	515.31
PCC, INC	APRIL COMMISSION	1,947.38
PGA OF AMERICA	MEMBERSHIP	1,042.00
PNC EQUIPMENT FINANCE	DEFIBRILLATOR LEASE	741.27
POMPS TIRE SERVICE, INC.	TIRES	182.00
PRESTO-X-COMPANY	INSPECTION/TREATMENT	47.71
PRINT SOURCE	PRINTING	1,718.65
PUMP N PAK	POLICE FUEL	1,952.30
QUEEN CITY WHOLESALE	MERCHANDISE	871.09
QUILL	SUPPLIES	1,270.46
RACOM CORPORATION	MAINTENANCE CONTRACT	386.75
RANDOM HOUSE, INC	BOOKS	75.00
RANDY VOSS	PROFESSIONAL SERVICES	623.40
RASMUSSEN MOTORS, INC	REPAIRS	543.58
RECORDED BOOKS, INC	BOOKS	1,226.70
RECREATION SUPPLY CO.	SUPPLIES	122.00
REINHART FOODSERVICE, LLC	SUPPLIES	1,313.02
RELIABLE TOWING & ROADSIDE	TOWING	80.00
REPUBLIC NATIONAL DIST	MERCHANDISE	18,044.31
RESCO	SUPPLIES	688.88
RIVERSIDE HYDRAULICS & LAB	REPAIRS	80.00
ROOSTER'S HARLEY DAVIDSON	REPAIRS	170.95
ROSEWOOD GREENHOUSE	PLANTS	760.26
SD GOVERN FINANCE OFFICERS ASSOC	REGISTRATION	150.00
SD PUBLIC ASSURANCE ALLIANCE	PROPERTY COVERAGE	460.00
SD RETIREMENT SYSTEM	CONTRIBUTIONS	47,029.71
SECURITY SHREDDING SERVICE	SHREDDING CONTAINERS	35.00
SHI INTERNATIONAL CORP.	SOFTWARE	378.92
SIOUX FALLS TWO WAY RADIO	REPAIRS	123.49
SIOUX VALLEY ENVIRONMENTAL	CALIBRATION	150.00
SIOUXLAND SCALE SERVICE	REPAIRS	2,008.14
SKARSHAUG TESTING LAB.	TESTING	446.33
SOOLAND BOBCAT	PARTS	153.69
SPECIAL T'S AND MORE	UNIFORM T-SHIRTS	86.75
SPRINT	CAR CHARGERS	29.97
STAN HOUSTON EQPT CO	SUPPLIES	213.40

STANLEY SECURITY SOLUTIONS	LOCKS	753.30
STEFFEN	PARTS	657.48
STEWART OIL-TIRE CO	REPAIRS	210.95
STRACHAN SALES, INC	REPAIRS	235.00
STURDEVANT'S AUTO PARTS	PARTS	1,358.89
TAYLOR MADE	MERCHANDISE	843.13
TESSMAN SEED COMPANY	LANDSCAPING	509.48
THATCHER COMPANY	SODA ASH	13,675.20
THE EQUALIZER	ADVERTISING	73.75
THE NEW SIOUX CITY IRON CO	PARTS	160.79
THE OBSERVER	SUBSCRIPTION	30.00
THE WALKING BILLBOARD	UNIFORMS	1,530.70
TITAN ACCESS ACCOUNT	PARTS	82.77
TITLEIST DRAWER CS	MERCHANDISE	4,066.68
TODDS ELECTRIC SERVICE	INSTALL LOAD MGMT	25.00
TONI'S WINDOWS ETC	BLINDS	2,037.00
TRI TECH SALES	PARTS	104.08
TRUE FABRICATIONS	SUPPLIES	83.84
TRUE VALUE	SUPPLIES	406.31
TURNER PLUMBING	PARTS	6.18
TYLER TECHNOLOGIES	MAINTENANCE	3,891.66
UNITED LABORTORIES	SUPPLIES	138.45
UNITED WAY	CONTRIBUTIONS	365.20
UPSTART	SUPPLIES	178.14
VERIZON WIRELESS	POLICE COMMUNICATIONS	212.07
VERMILLION ACE HARDWARE	SUPPLIES	1,793.83
VERMILLION NOW!	REIMBURSEMENT	20,745.66
VESSCO, INC	REPAIRS	9,371.36
VISA/FIRST BANK & TRUST	FUEL/LODGING/SUPPLIES	11,734.89
VOLANTE	ADVERTISING	86.25
WALKER CONSTRUCTION	CONCRETE WORK	1,128.38
WALMART	SUPPLIES	2,172.95
WALT'S HOMESTYLE FOODS	SUPPLIES	85.00
WESCO DISTRIBUTION	SUPPLIES	1,964.58
WESTERN OFFICE TECHNOLOGIES	SUPPLIES	100.00
WILLIAMS & CO.	2012 AUDIT	18,500.00
YANKTON JANITORIAL SUPPLY	SUPPLIES	679.73
ZIMCO SUPPLY CO	SUPPLIES	3,465.00
ZUERCHER TECHNOLOGIES	TELEPHONES/REPAIRS	1,890.00

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

12. Consensus Agenda

Set a public hearing date of June 17, 2013 for a special daily malt beverage and wine license for the Clay County Agricultural Fair Association, Inc. on or about August 9 and 10, 2013 at the Clay County Fairgrounds

165-13

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

13. Adjourn

166-13

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

Dated at Vermillion, South Dakota this 3<sup>rd</sup> day of June, 2013.

THE GOVERNING BODY OF THE CITY  
OF VERMILLION, SOUTH DAKOTA  
BY \_\_\_\_\_

John E. (Jack) Powell, Mayor

ATTEST:

BY \_\_\_\_\_

Michael D. Carlson, Finance Officer

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

## *Council Agenda Memo*

**From:** Mike Carlson, Finance Officer

**Meeting:** June 17, 2013

**Subject:** Special Daily Malt Beverage and Wine License for the Clay County Agricultural Fair Association, Inc. on or about August 9<sup>th</sup> & 10<sup>th</sup> at the Clay County Fair Grounds

**Presenter:** Mike Carlson

**Background:** The Clay County Agricultural Fair Association, Inc. has submitted an application for a special daily malt beverage and wine license for the Clay County Fair on August 9<sup>th</sup> & 10<sup>th</sup>. There will be a beer garden in the arena for the Demolition Derby on Friday, August 9<sup>th</sup> and the Illusionist on Saturday, August 10<sup>th</sup>.

§ 112.18 SPECIAL ALCOHOLIC BEVERAGE LICENSES ISSUED IN CONJUNCTION WITH SPECIAL EVENTS.

- (A) The City Council may grant, after public hearing, a special on-sale malt beverage and/or a special on-sale wine license to a civic, charitable, educational, veterans, or fraternal organization in conjunction with a special event.
- (B) The City Council may grant, after public hearing, a special off-sale package wine dealers license to a civic, charitable, educational, veterans, or fraternal organization in conjunction with a special event. A special off-sale package wine dealer's licensee may only sell wine manufactured by a farm winery that is licensed pursuant to SDCL Ch. 35-12.
- (C) Any license issued pursuant to this section shall be issued to the person and the location specified on the application. Any license issued pursuant to this section may be issued for a period of time established by the municipality. However, no period of time may exceed 15 consecutive days. The granting of the special license shall be subject to such conditions and restrictions as the City Council may deem appropriate and consistent with state law.
- (D) The fee for such special licenses shall be set by resolution of the City Council.

State Statute for the special daily licenses is as follows:

35-4-124. Special alcoholic beverage licenses issued in conjunction with special events. Any municipality or county may issue:

- (1) A special malt beverage retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (16) in addition to any other licenses held by the special events license applicant;

6. Public Hearing; item a

- (2) A special on-sale wine retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (12) or chapter 35-12 in addition to any other licenses held by the special events license applicant;
- (3) A special on-sale license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4) or (6) in addition to any other licenses held by the special events license applicant; or
- (4) A special off-sale package wine dealers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(3), (5), (12), (17A), or (19) or chapter 35-12 in addition to any other licenses held by the special events license applicant. A special off-sale package wine dealer's licensee may only sell wine manufactured by a farm winery that is licensed pursuant to chapter 35-12.

Any license issued pursuant to this section may be issued for a period of time established by the municipality or county. However, no period of time may exceed fifteen consecutive days. No public hearing is required for the issuance of a license pursuant to this section if the person applying for the license holds an on-sale alcoholic beverage license or a retail malt beverage license in the municipality or county or holds an operating agreement for a municipal on-sale alcoholic beverage license, and the license is to be used in a publicly-owned facility. The local governing body shall establish rules to regulate and restrict the operation of the special license, including rules limiting the number of licenses that may be issued to any person within any calendar year.

**Discussion:** The notice of public hearing is attached and the report from the Police Chief is also attached.

**Financial Consideration:** The City has received the \$15 per day licensing fee and the \$15 advertising fee from the applicant, for a sum total of \$45.

**Conclusion/Recommendations:** Administration recommends approving the issuance of the special daily malt beverage and wine license for August 9<sup>th</sup> & 10<sup>th</sup>, 2013 unless additional information is provided at the public hearing.

NOTICE OF PUBLIC HEARING OF APPLICATIONS  
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN THAT the Vermillion City Council on the 17<sup>th</sup> day of June, 2013 at the hour of 7:00 P.M. in the City Hall Council Chambers, 25 Center Street, will meet in regular session to consider the following application for an alcoholic beverage license to operate within the municipality for the licensing period stated below, which has been presented to the City Council and filed in the Finance Officer's Office:

Special Daily License (On-Sale) Malt Beverage and Wine License:

Clay County Agricultural Fair Association, Inc on or about August 9 & 10, 2013 at the Clay County Fair Grounds.

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

Dated at Vermillion, South Dakota this 31<sup>st</sup> day of May, 2013.

Michael D. Carlson, Finance Officer

Publish: June 7, 2013

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

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



To: Vermillion City Council

Date: 06/06/13

From: Matthew Betzen  
Chief of Police

A handwritten signature in blue ink, appearing to read "MB", is written over the name "Matthew Betzen".

Subject: Clay County Agricultural Fair Assoc., Clay County Fair Alcohol License

I have reviewed the application for the "Special Daily License (On-Sale) Malt Beverage and Wine License" submitted by the Clay County Agricultural Fair Association, Inc. for service at the Clay County Fair on August 9<sup>th</sup> and 10<sup>th</sup> of this year.

A check of department records does not reveal any felonies for the applicants. Additionally, this is an annual event and there are no records regarding behavior in the past that would cause me hesitation in supporting this application.

## *Council Agenda Memo*

**From:** John Prescott, City Manager

**Meeting:** June 17, 2013

**Subject:** Library Board Appointments

**Presenter:** Mayor Jack Powell

**Background:** By State Statute, the City Council is charged with appointing members of the Library Board.

9-10-9. Officers and employees appointed by governing body--Others appointed by city manager. The auditor, attorney, library board of trustees, and the treasurer shall be appointed by the governing body and may be removed at any time by such governing body. The auditor and the treasurer shall each appoint all deputies and employees in his office. All other officers and employees, including all members of boards and commissions, except as otherwise provided by law, shall be appointed by the manager and may be removed by him.

The Board is comprised of five citizens, appointed by the City Council, and one member of the City Council. The board terms are for three years and expire in May.

**Discussion:** The current members of the Library Board and term expiration year are: Jon Flanagin (2013), Carl Gutzman (2013), Cyndy Chaney (2014), Janet Hoff (2014), and Fern Kaufman (2015). The City Council member is appointed when City Council Committee assignments are made in July of even years. The current council member serving on the board is Alderman Osborne.

Jon Flanagin and Carl Gutzman have each expressed an interest in serving another term. Daniel Burniston, Christopher Schmidt, Barbara Campbell, Bergen Peterson, Diane Leja, and Kathleen Carlson have also expressed an interest in serving. A copy of the completed Expression of Interest form for each individual is included with the packet. The openings were advertised in the quarterly Equalize update and during City Council meetings.

**Financial Consideration:** With the exception of the City Council representative, each member of the Library Board is paid \$15 per meeting.

**Conclusion/Recommendations:** Administration recommends appointing two individuals to fill the open seats on the Library Board.



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

Please indicate the Board/Commission on which you are interested in serving  
*Edith B. Siegrist Vermillion Public Library Board of Directors or Foundation Board of Directors*

Title:  Mr.  Mrs.  Miss.  Ms.  Dr.

Name: Barbara H. Campbell

Home Address: 1919 Old Bridge Road, Vermillion, SD 57069

Email Address: bcampbel41@msn.com

Phone #: (605) 624-4626

Number of years you have lived in/around Vermillion 45

Occupation: Retired (please see attached) Employer: (please see attached)

Business Address: n/a

Prior elected or appointed offices held (if any)

Present and past community volunteer activities:

Please see attached (page two)

Why are you interested in service on this Board Commission?

I love books. I love to read. And, I love the library.....although I must confess that I purchase many of my books because I want to keep them. As a result I don't take advantage of the library much as I would like.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve?

I am skilled in fund raising and event planning.

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board Commission?

In this age of technology, I want to see the library continue to be a vital and vibrant part of our community. I own a Kindle and want to use that program at the library, but I also want to see "real" books survive and thrive in the Vermillion community of the future.

Barbara H. Campbell  
Signature

June 12, 2013

Date

Please return this form to:

John C. Prescott  
City Manager  
25 Center Street  
Vermillion, SD 57069

City of Vermillion  
Citizen Board/Commission  
Expression of Interest Form  
Edith B. Siegrist Vermillion Public Library  
Board of Directors or Foundation Board of Directors

Barbara Campbell

Occupation: retired

Teacher of Spanish and Photography, Vermillion High School (1976-1999)

Executive Director, United Way of Vermillion (1999-2005)

Coordinator, Institutional Review Board, University of South Dakota, Vermillion  
(1999-2007)

City of Vermillion  
Citizen Board/Commission  
Expression of Interest Form

Present and past community volunteer activities:

Life Active Member, Epsilon Sigma Alpha (ESA) – philanthropic, service organization (all elected and appointed offices, chairman/committee member of many local and national philanthropic projects/events - (1978- present)  
President, South Dakota State Council of ESA - all elected offices except Parliamentarian – (1986-1987 and 2010-2011)  
President, International Council of Epsilon Sigma Alpha – all elected offices except Parliamentarian - (1995-1996)  
ESA International Council Executive Board Liaison to ESA Foundation Board of Directors (1996-1997)  
Life Active Member, Epsilon Sigma Alpha Foundation (1996 – present)  
Honorary Member, ALSAC/St. Jude Board of Directors, St. Jude Children’s Research Hospital, Memphis, Tennessee (1995-1996)  
Chair, several Radio-thons to benefit St. Jude Children’s Research Hospital  
Chair, several jail and bail events to benefit St. Jude Children’s Research Hospital  
Chair, Tour of Tables to benefit St. Jude Children’s Research Hospital (2005- 2013)  
Secretary, Administrative Council, First United Methodist Church, Vermillion (1986-1997)  
Christian Education Committee, First United Methodist Church, Vermillion (1985-1989)  
Superintendent, Sunday School, First United Methodist Church, Vermillion (1986-1989)  
Member, Board of Trustees, First United Methodist Church, Vermillion (1996-1999)  
Nominating Committee, First United Methodist Church, Vermillion (1997-1999)  
House Corporation Board, Psi Chapter of Alpha Phi Fraternity, University of South Dakota, Vermillion (dates?)  
Member Vermillion Lions Club (1998-present)  
President, Vermillion Lions Club (2004-2005) – all elected executive committee offices  
Treasurer, Vermillion Lions Club (2004-2009)  
Member, Steering Committee and Livability Task Force, Vermillion Can Do (dates?)  
Secretary, Governing Board, SESDAC, Inc. - Vermillion (2007 - present)  
President, SESDAC Foundation Board of Directors, (2009 – present)  
Chair, PR/Development Committee, SESDAC, Inc. (2010 – present)  
Race Committee, Susan G. Komen South Dakota Race for the Cure - Vermillion  
Chair, Proud in the Pew – 2008, 2009, 2010, 2011  
Chair, Merchandise – 2009, 2010, 2011  
Committee member, Team Vermillion, Susan G. Komen South Dakota Race for the Cure – Sioux Falls – 20012  
Volunteer, Ribs, Rods, and Rock ‘n Roll (2009-2012)



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

Please indicate the Board/Commission on which you are interested in serving Library/

Title:  Mr.  Mrs.  Miss.  Ms.  Dr.

Name: Christopher Schmidt

Home Address: 213 Stanford St, Vermillion, SD 57069

Email Address: christopher.schmidt@copkes.usd.edu

Phone #: 970-550-1420

Number of years you have lived in/around Vermillion 1.75

Occupation: Law Student Employer: N/A

Business Address: N/A

Prior elected or appointed offices held (if any)  
N/A

Present and past community volunteer activities:  
Volunteer with the Church of Jesus Christ's Latter Day Saints

Why are you interested in service on this Board Commission?  
I am interested in the well-being of the city. I see a lot of good things in the city and I see that the city has a lot of potential.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve?  
I am a law student and I have been employed in various management positions where I have been involved in financing & budgeting.

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board Commission?  
I think that a project cleaning up main st. would be nice, I'm also interested in the parks and other family amenities around the town.

Signature [Handwritten Signature]

Date 3/23/2013

Please return this form to:  
John C. Prescott  
City Manager  
25 Center Street  
Vermillion, SD 57069

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# CHRISTOPHER D. SCHMIDT

213 Stanford St.  
Vermillion, South Dakota 57069

Phone: 970.556.1426  
christopher.schmidt@usd.edu

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## EDUCATION

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**University of South Dakota School of Law;** Vermillion, South Dakota  
Juris Doctor Candidate; Anticipated Graduation: May 2014

**Colorado State University;** Fort Collins, Colorado  
Masters of Science in Construction Management; 2008; 3.7 GPA

**Brigham Young University–Idaho;** Rexburg, Idaho  
Bachelor of Science in Business Management, concentration in Finance; 2005; 3.4 GPA

## EXPERIENCE

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**Legal Intern – Jefferson County Idaho Prosecuting Attorney & Dunn Law Offices, Rigby, ID (June 2012 – August 2012)**

- Drafted legal documents including an appellate brief, letters to clients, and a motion for summary judgment
- Participated in client interviews and meetings
- Researched and drafted memorandum regarding various civil, criminal, and commercial issues
- Attended client mediation concerning family law matters
- Participated in pre-trial negotiations

**Assistant Project Manager – Fairfield Development, L.P., Denver, CO (January 2008 – January 2009)**

- Managed operations for multiple residential construction projects, ranging from \$30 million to \$60 million
- Supervised, tracked and reviewed construction documents for six projects totaling \$300 million
- Prepared and executed contracts for subcontractors.
- Resolved conflicts between company and subcontractors
- Developed purchase orders and organized subcontractors activities

**Graduate Research Assistant – Colorado State University, Fort Collins, CO (June 2007 – April 2008)**

- Selected to participate on study of the Colorado Department of Transportation asphalt rehabilitation strategies
- Analyzed and organized asphalt pavement distress data and created graphs to show trends
- Presented “Performance Evaluation of Various Hot Mixed Asphalt Rehabilitation Strategies” to Thesis Committee

**Graduate Teaching Assistant – Colorado State University, Fort Collins, CO (January 2007 – May 2007)**

- Developed curriculum, taught and administered labs for the department’s Construction Estimating Course
- Assigned and assisted students on coursework during and outside of class
- Discussed new information with students on various construction estimating areas

**Estimator – Q Consulting Services, LLC, Los Alamos, NM (2005 – 2006)**

- Promoted and received a 47% pay raise within initial 60 days of employment
- Worked with clients to manage their own projects to meet budgetary needs
- Prepared a variety of estimates, including design, construction, decommissioning and demolition

## EXTRA-CURRICULAR ACTIVITIES AND SELECTED ACHIEVEMENTS

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- Law Student Liaison to the American Bar Association’s Standing Committee on Election Law
- Volunteer Income Tax Assistance (VITA) Participant; 2012
- Delta Theta Phi Law Fraternity Member; 2011
- American Bar Association Member; 2011
- Alternative Dispute Resolution Board Negotiation and Client Counseling Participant
- Sam Masten Moot Court Competition Participant
- Helwan University International Project Management Participant; 2006
- Business Department Scholarship Recipient; 2004
- Eagle Scout; 2000
- Other interests include: spending time with family, fishing, camping, and golf



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

Please indicate the Board/Commission on which you are interested in serving

*Library Board*

Title:  Mr.  Mrs.  Miss.  Ms.  Dr.

Name: Bergen Peterson

Home Address: 300 Saint Andrews Court, Vermillion 57069

Email Address: bergenpgh@yahoo.com

Phone #: 605-659-1828

Number of years you have lived in/around Vermillion 2 + years

Occupation: Executive Employer: UnityPoint Health-St. Luke's

Business Address: 2720 Stone Park Blvd, Sioux City, IA 51104

Prior elected or appointed offices held (if any)

none

Present and past community volunteer activities:

Supervisory Committee-Vermillion Fed. Credit Union, Community Impact Team-Siouxland United Way, Board-Iowa Health Home Care

Why are you interested in service on this Board Commission?

The library is an important element of a thriving community. It is a public gathering place. I would be honored to serve on this Board. I also believe in giving to the community that I live in and feel that this is a great opportunity for me to do so.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve?

I have a strong strategic planning background. I have served on Boards in my past and am an active contributor. I come from a community that rejuvenated their Libraries and watched them grow.

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board Commission?

With the expansion of the library complete, I would like to see the library continue to grow in its involvement with the community - bringing people together and enriching the lives of the community.

Signature

May 2, 2013

Date

Please return this form to:

John C. Prescott  
City Manager

300 Saint Andrews Ct  
Vermillion, SD 58069  
May 2, 2013

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

John,

I have enclosed an Expression of Interest Form for the Library Board.

Ever since participating in the Citizens Academy, I have been looking for a way to be involved with the City through volunteerism. Currently, my schedule limits my ability to participate in activities during the day. When I saw the announcement for open positions for Citizen Boards and Commissions, I was very interested. The Library Board will be a great fit to my schedule, plus it is of great interest to me.

I appreciate the opportunity to apply. If you need more information or have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Bergen Peterson", with a long horizontal flourish extending to the right.

Bergen Peterson

Enclosure



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

Please indicate the Board/Commission on which you are interested in serving

Title:  Mr.  Mrs.  Miss.  Ms.  Dr.

Name: Diane Leja

Home Address: 26 S Yale St.

Email Address: diamondgirl527@yahoo.com

Phone #: 605-675-9077

Number of years you have lived in/around Vermillion 24

Occupation: Parish Steward Employer: United Church of Christ

Business Address: 226 E Main St. Vermillion

Prior elected or appointed offices held (if any)

--

Present and past community volunteer activities:

Vermillion Middle School PTA, Clay County Historical Society

Why are you interested in service on this Board Commission?

I worked in libraries for 17 years and have an ongoing interest in their operations.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve?

In 10 years at the University of South Dakota Library, I held a number of positions and served on a variety of committees.

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board Commission?

I don't feel like I have enough knowledge of such to speak to that at this time.

Diane Leja  
Signature

5/13/2013  
Date

Please return this form to:  
John C. Prescott  
City Manager  
25 Center Street  
Vermillion, SD 57069



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

Please indicate the Board/Commission on which you are interested in serving

Title:  Mr.  Mrs.  Miss.  Ms.  Dr.

Name: Daniel J Burniston

Home Address: 218 E National St, Vermillion, SD 57069

Email Address: d\_j\_b\_1980@hotmail.com

Phone #: 724-417-0986

Number of years you have lived in/around Vermillion 4 months

Occupation: Librarian Employer: University of South Dakota

Business Address: 414 E Clark St, Vermillion, SD 57069

Prior elected or appointed offices held (if any)  
Library Director - Chartiers - Houston Community Library - PA

Present and past community volunteer activities:  
Volunteer Librarian - Frank Sarnis Public Library, Canonsburg PA

Why are you interested in service on this Board Commission?  
To become more involved in the local community and improve resources and programs for community members.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve?  
Experience in public & academic libraries, retail and office experience, library director experience

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board Commission?  
The ongoing improvement and development of the public library's programs & resources, as well as greater integration of technology that will better serve the community's needs.

Daniel J Burniston 3-14-2013

Signature Date

Please return this form to:

John C. Prescott  
City Manager  
25 Center Street  
Vermillion, SD 57069



CITY OF VERMILLION  
CITIZEN BOARD/COMMISSION  
EXPRESSION OF INTEREST FORM

Please indicate the Board/Commission on which you are interested in serving

Title:  Mr.  Mrs.  Miss.  Ms.  Dr.

Name: KATHERINE B CARLSON

Home Address: 210 EAST MAIN ST, VERMILLION, SIOUX FALLS DISTRICT

Email Address: BACK BRICK @ YAHOO.COM

Phone #: 605-629-4854

Number of years you have lived in/around Vermillion 20

Occupation: \_\_\_\_\_ Employer: BROKER

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

Prior elected or appointed offices held (if any) PRESIDENT AMER. RADIO & TELEVISION  
PRES NATIONAL ACADEMY  
TELEVISION

Present and past community volunteer activities: CANCER SHOP LOS ANGELES CALIFORNIA ARTS & JEWELRY

Why are you interested in service on this Board Commission? SARATOGA CA EPISCOPAL  
CHURCH CHAIRMAN  
STARS

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve? TRAVEL I HAVE LIVED 6 DIFFERENT STATES  
4 MAJOR CITIES

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board Commission? READING PROGRAMS ENGLISH ALL LEVELS

Signature Katherine Carlson

Date May 25, 1965

Please return this form to:  
John C. Prescott  
City Manager  
25 Center Street  
Vermillion, SD 57069



CITY OF VERMILLION  
CITIZEN BOARD/COMMISSION  
EXPRESSION OF INTEREST FORM

Please indicate the Board/Commission on which you are interested in serving

Vermillion Public Library Board of Trustees

Title: Mr. Mrs. Miss. Ms.  Dr.

Name: Jon Flanagan

Home Address: 404 Cottage Avenue

Email Address: jtflanagan.usd.edu

Phone #: 624-8987

Number of years you have lived in/around Vermillion 44

Occupation: Retired Employer: Retired

Business Address: —

Prior elected or appointed offices held (if any)

Chair, Library Board of Trustees; President, Vermillion

Present and past community volunteer activities:

Library, Pistol Club

Pistol Club; Chair, Social Banquet

Why are you interested in service on this Board Commission?

Having served on the Library Board, I would like to continue to build a positive relationship between the Board and the City Council and patrons.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve?

Prior service on the Library Board

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board Commission?

To aid in the transition into the new library facility and to continue to expand the libraries collections in all areas, including access to the latest technologies

Jon Flanagan

03-03-13

Signature

Date

Please return this form to:

John C. Prescott  
City Manager  
25 Center Street  
Vermillion, SD 57069



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

Please indicate the Board/Commission on which you are interested in serving Library Trustee Board

Title:  Mr.       Mrs.       Miss.       Ms.       Dr.

Name: CARL GUTZMAN

Home Address: 1140 Ridgecrest Vermillion SD 57069

Email Address: Cgutzman@gmail.com

Phone #: 605 624 5404

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

Occupation: HR Generalist      Employer: USD

Business Address: 414 EAST CLARK, Vermillion

Prior elected or appointed offices held (if any)

Served on Library Trustee Board for around 10 yrs

Present and past community volunteer activities:

2000 LEADERSHIP Vermillion Grad, 2001 LEADERSHIP Vermillion Board

Why are you interested in service on this Board Commission?

Having served on the Board leading up to the expansion I would like to see the project through to completion by serving another term.

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve?

Human Resources expertise

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board Commission?

Completion of UPL expansion.

Carl Gutzman  
Signature

2/23/2013  
Date

Please return this form to: John C. Prescott  
City Manager  
25 Center Street  
Vermillion, SD 57069

## *Council Agenda Memo*

**From:** John Prescott, City Manager  
**Meeting:** June 17, 2013  
**Subject:** Vermillion Housing Authority Appointment  
**Presenter:** Mayor Jack Powell

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

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

The commission is comprised of five citizens appointed by the City Council. The terms are for five years and expire in June.

**Discussion:** The current members of the Vermillion Housing Authority and term expiration year are: Elizabeth Abbott (2013), Cindy Benzel (2014), Joan Holter (2015), Sandy Brown (2016), and Steve Howe (2017). The expiring Board term was advertised in the City Equalizer update on two occasions and mentioned as part of the City Manager's report at several City Council meetings.

Elizabeth was appointed in April 2005 to complete a term which expired in June 2008. Elizabeth is now completing her first full term on the Board. Elizabeth's current term expires at the end of this month. Elizabeth wishes to be appointed for a second full term.

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

**Conclusion/Recommendations:** Administration recommends re-appointing Elizabeth Abbott to a term expiring in 2018 in order to fill the Vermillion Housing Authority Board.



CITY OF VERMILLION  
CITIZEN BOARD/COMMISSION  
EXPRESSION OF INTEREST FORM

Please indicate the Board/Commission on which you are interested in serving Housing

Title:  Mr.  Mrs.  Miss.  Ms.  Dr.

Name: Elizabeth Abbott

Home Address: 124 High Street

Email Address: Cryingmoonbear@gmail.com

Phone #: 605-670-6000

Number of years you have lived in/around Vermillion 15

Occupation: Noise Employer: HSC

Business Address: Vermillion SD

Prior elected or appointed offices held (if any)  
Current Board member

Present and past community volunteer activities:  
Food bank, Head Start, St. Agnes, Family & Children Center, International Student org

Why are you interested in service on this Board Commission?  
To improve the current condition of low income housing availability

Do you have any unique skills or experiences which would be beneficial to the City to know in selecting someone to serve?  
Grant writing experience, Time management, Research & Development

Are there any particular projects, programs or goals you would like to see achieved while serving on the Board Commission?  
Goal to keep the doors open and to continue the program to best serve all of Vermillion, for every dollar we spend on local rentals at least \$7 returns to our economy  
[Signature] 15 May 2018

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return this form to: John C. Prescott  
City Manager  
25 Center Street  
Vermillion, SD 57069

## *Council Agenda Memo*

**From:** John Prescott, City Manager

**Meeting:** June 17, 2013

**Subject:** Library Change Order #7

**Presenter:** John Prescott

**Background:** On February 6, 2012, the City Council awarded a \$2,375,000 contract to Welfl Construction of Yankton for the addition and renovation of the Vermillion Public Library. Construction began in April 2012, was substantially complete on April 1, 2013. The City Council has approved five previous change orders. The change orders, price adjustments and descriptions are:

- #1 Correct size south entrance doors at a cost of \$507 but not the architect's 8% fee.
- #2 Different carpet in the Young Adult room and fireplace tile at a cost of \$1,457 plus the 8% architect's fee. This change order was funded by the Library Board.
- #3 Changing from carpet to sheet vinyl in one area and a custom color for exterior column covers which did not impact the contract cost; additional steel for the east stairwell added \$436, removal of an old foundation added \$1,958 and raising a ceiling added \$984. Only the foundation would have included the architect's fee.
- #4 Removal of a section of sidewalk which decreased the contract by \$749; Revision of electric and data in the tech center which decreased the contract by \$1,140; provision of temporary electric and data at the interim circulation desk increased the contract by \$4,268; and raising the four rows of pendant lights which added \$3,188 to the contract price.
- #5 Deduct replacing cedar soffit for a \$1,100 contract decrease; replace window glazing for a contract increase of \$4,613; and replace duct board in original building with insulated metal ducts for a contract increase of \$17,052.
- #6 Remove original bike rack and install new bike rack and concrete for a contract price increase of \$8,623.

**Discussion:** Change Order #7 is for one item. With most new building construction contracts, an allowance for signage is part of the initial award. The original contract included a \$5,000 sign allowance. The cost of the building lettering which will be placed just north of the Church Street entrance is the only item which will come out of the sign allowance. The building lettering has a total cost of \$4,614. The cost includes removal of the old lettering, patching of the wall, and installation of new lettering.

As the project to install the lettering on the west side of the building does not meet or exceed the \$5,000 signage allowance in the contract, a change order was developed. The change order will provide for the contract price to be reduced by \$386 or the unused sign allowance.

As with the City Hall project, the bulk of the interior signage will be completed outside of the construction contract. No other signage will be purchased through the construction contractor or architect.

With most construction projects, there is a cleanup change order(s) to cover items such as this. At this time, the architect does not anticipate any additional change orders needed to clean-up the construction award. A final on-site review has not yet been scheduled. Potentially, this review could lead to another clean-up change order.

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

The contingency fund on this project was \$118,785 and is for items that arise during construction. Adoption of Change Orders #1, 3, 4, 5, and 6 reduced the contingency balance to \$77,096. Adoption of Change order #7 will not reduce or increase the contingency balance. The remaining project contingency fund and the \$386 not used for signage will provide adequate funding for items such as the landscaping, irrigation, sod, an automated exterior door lock system like some other city facilities, and other miscellaneous costs that might arise in completing the building.

**Conclusion/Recommendations:** Administration recommends adoption of Change Order #7 to reflect the unused portion of the sign allowance.

**Change  
Order**

**Architecture Incorporated**

<b>Owner</b>	415 South Main Avenue
<b>Architect</b>	P.O. Box 2140
<b>Consultant</b>	Sioux Falls, SD 57101
<b>Field</b>	(605) 339-1711

<b>Project:</b> Vermillion Public Library Addition and Remodel	<b>Change Order</b>	7
<b>To:</b> Welfl Construction Corporation 800 West 23rd Street PO Box 60 Yankton, SD 57078	<b>Date:</b>	May 31, 2013
	<b>Architect's Project No.:</b>	2256
	<b>Contract Date:</b>	February 8, 2012

You are directed to make the following changes in this Contract:

- |  |                |         |
|--|----------------|---------|
| 1. Signage Allowance: Rectify the signage allowance of \$5,000 with the signage proposal for RFP #19R3 of \$4,614. | <b>DEDUCT:</b> | (\$386) |
|--|----------------|---------|

**TOTAL ADD:** (\$386)

The original Contract Sum was.....	\$2,375,700
Net change by previous Change Orders .....	\$40,097
The Contract Sum prior to this Change Order was.....	\$2,415,797
The Contract Sum will be added by this Change Order .....	(\$386)
The new Contract Sum including this Change Order will be.....	\$2,415,411
The Contract Time will be changed.....	0 days
The Date of Completion as of the date of this Change Order therefore is:	4/1/2013

**Architect**  
Architecture Incorporated  
415 South Main Ave.  
PO Box 2140  
Sioux Falls, SD 57101-2140

**Contractor**  
Welfl Construction Corporation  
800 West 23rd Street  
PO Box 60  
Yankton, SD 57078

**Owner**  
City of Vermillion  
25 Center Street  
Vermillion, SD 57069

by: <u>Elizabeth Squam</u>	by: <u>[Signature]</u>	by: _____
date: <u>5-31-13</u>	date: <u>6-5-13</u>	date: _____

# PROPOSAL REQUEST

OWNER   
ARCHITECT   
CONTRACTOR   
CONSULTANT   
OTHER

**PROJECT:**  
Vermillion Public Library Addition and Remodel  
18 Church Street  
Vermillion, South Dakota 57069

**PROPOSAL REQUEST NO.:** 19R3  
**DATE OF ISSUANCE:** May 13, 2013

**OWNER:**  
City of Vermillion  
25 Center Street  
Vermillion, South Dakota 57069

**CONTRACT FOR:** Prime  
**ARCHITECT'S PROJECT NO.:** 2256

**TO CONTRACTOR:**  
Welfl Construction  
800 West 23rd  
PO Box 60  
Yankton, South Dakota 57078-0060

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

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit the proposal within 10 days.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

## Description: Exterior Lettering

Furnish and install exterior lettering as follows:

1. West Entry – “EDITH B. SIEGRIST” centered above new lettering which says “VERMILLION PUBLIC LIBRARY”
  - a. All new letters.
  - b. Color: White
  - c. Size: Match existing height; use standard depth letters of 1/2 inch.
  - d. Font: Match existing font
  - e. Mounting style: Brick mounting
  - f. Patch: patch brick where existing letters are removed
  - g. Salvage existing lettering for reinstallation / use by the Owner.
2. South Entry – “LIBRARY” mounted on brick wall near the south entry.
  - a. Reinstall salvaged letters “LIBRARY” on the south brick wall near the south entry. Coordinate exact location with the Owner.
  - b. Salvage existing letters “VERMILLION” to the Owner.

REQUESTED BY: Elizabeth Squyer, AIA

# 2256



**WCC Welfl**  
Const. Corp.

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

May 23, 2013

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

RE: **Vermillion Public Library Expansion and Remodel, Vermillion, SD**  
**Welfl Project No. 32-299**

Dear Liz:

Enclosed is RFP #19R4, a fifth option in response to your Proposal Request No. 19 regarding the installation of additional lettering at the west and south exterior walls of the project. This option is the same as RFP #19R3, with roofing costs removed (Reference our letters to you dated 5/10/13 and 5/21/13). The cost for RFP #19R4 is Four Thousand, Six Hundred Fourteen and 40/100's Dollars (\$4,614.40).

Please call if you have any questions or concerns.

Sincerely,

**Welfl Construction Corporation**

Kevin Schulz

Enclosure

RECEIVED

MAY 28 2013

ARCHITECTURE, INC



**RFP**

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

Number: 19R4  
Date: 5/21/13  
Job: 32-299 Vermillion Library  
Phone:

**Description:** Exterior Signage

We are pleased to offer the following specifications and pricing to make the following changes:

Reference RFP 19R3 from Architecture Inc.

The RFP 19R4 removes the roofing amount from RFP 19R3.

Architecture Inc. will be reimbursing for the roofing cost.

The total amount to provide this work is ..... \$4,614.40

The schedule is not affected by this change.

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

Submitted by: Kevin Schulz  
Welfl Construction Corporation

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Cc:

32-299 Vermillion Library

RFP - 19R4  
Exterior Signage

Welfl Construction Corporation

Print Date 5/23/2013

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<u>Number</u>	<u>Date</u>	<u>Description</u>	<u>Labor</u>	<u>Material</u>	<u>Sub</u>	<u>Total</u>
19R4	5/21/13	<b>Exterior Signage</b>				
		<i>Demolition/Patching</i>	299.00	180.00		479.00
		<i>Exterior Signage</i>	704.00	2,713.40		3,417.40
		<i>Labor Burden</i>				411.00
		<i>Sales Tax</i>				174.00
		<i>Bond</i>				34.00
		<i>Builders Risk</i>				7.00
		<i>Overhead- Gen</i>				0.00
		<i>Overhead - Sub</i>				0.00
		<i>Indirect Cost &amp; Fee-Gen</i>				0.00
		<i>Indirect Cost &amp; Fee -Sub</i>				0.00
		<i>Excise Tax</i>				92.00
<hr/>						
<b>Total Price RFP - 19R4</b>						<b>\$4,614.40</b>

## *Council Agenda Memo*

**From:** Jose Dominguez, City Engineer

**Meeting:** June 17, 2013

**Subject:** Developers Agreement with Mr. Richard G. Duman and Mrs. Sheryl A. Duman owners of Lot 1, Block 2, French East Addition (101 South Mickelson Avenue)

**Presenter:** Jose Dominguez

**Background:** Richard and Sheryl Duman have recently purchased Lot 1, Block 2, French East Addition. The owners are planning on constructing a single family home facing South Mickelson Street. The City Council approved the final plat at the January 21, 2013 meeting.

**Discussion:** City ordinance requires that the property owner construct sidewalks, grading, curb and gutter, street surfacing, street lights, water and sewer improvements on all streets abutting the property to be developed. The lot in question is a corner lot that will front South Mickelson Avenue and abut Foss Court. The agreement will require that the sidewalk, grading, curb and gutter and paving improvements along South Mickelson be completed when at least 300-feet of addition South Mickelson is paved. The work on Foss Court will be delayed until such a date that additional development to the west requires the access. The sanitary sewer and water main improvements will need to be completed prior to the house being occupied. The sanitary sewer will be constructed along Foss Court, while the water will be along South Mickelson Avenue.

**Financial Consideration:** The City will incur the \$30.00 filing fee.

**Conclusion/Recommendations:** Administration recommends the City Council authorize the Mayor to sign the Developer's Agreement with the owners of Lot 1, Block 2, French East Addition.

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

## **AGREEMENT**

The City of Vermillion, South Dakota, and Richard G & Sheryl A Duman, owners, witnesseth:

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

The property owners, their successors or assigns, intend to develop one lot presently described as:

**Lot 1, Block 2, French East Addition, City of Vermillion, Clay County, South Dakota.**

### **GENERAL:**

1. City Ordinance requires the property owners to construct sidewalks, grading, curb and gutter, street surfacing, streetlights, water and sewer improvements, in accordance with City of Vermillion standard specifications along all streets or alleys abutting the property to be developed. All plans and specifications shall be approved by the City prior to construction.
2. The property owners, their successors or assigns, desire to begin construction before all the improvements listed above, are in place.
3. The property owners, their successors or assigns, shall provide to the City of Vermillion a **PERFORMANCE BOND** for the improvements described in this agreement.
4. This **AGREEMENT** and **PERFORMANCE BOND** shall be binding on the parties, their successors and assigns and will be recorded in the office of the Register of Deeds of Clay County, South Dakota.

### **SIDEWALKS, GRADING, CURB AND GUTTER, STORM SEWER AND STREET SURFACING:**

1. Sidewalk, grading, curb and gutter, and street surfacing improvements along Foss Court fronting the north side of Lot 1, Block 2, French East Addition shall be completed when additional development that would utilize Foss Court is constructed.
2. Sidewalk, grading, curb and gutter, and street surfacing improvements along South Mickelson Avenue fronting Lot 1, Block 2, French East Addition shall be completed when at least 300-feet of South Mickelson Avenue is required for access to any additional development that would utilize South Mickelson Avenue.
3. Temporary access to Lot 1, Block 2, French East Addition will be granted through the existing portion of South Mickelson Avenue.
4. If the City Council requires that the construction of these improvements take place, a Resolution of Necessity will be required before these improvements can be made. The costs will be assessed to the property owners after improvements are installed. **The property owners of Lot 1, Block 2, French East Addition, City of Vermillion, Clay County, South Dakota, acknowledge that this agreement will run with the land as a restrictive covenant thereon and is binding on the current and future owners, their successors and assigns that they will not remonstrate against the proposed improvements fronting Lot 1, Block 2, French East Addition, City of Vermillion, Clay County, South Dakota**

### **SANITARY SEWER:**

1. If the City Council requires that the construction of the sanitary sewer along Foss Court and South Mickelson

Avenue fronting Lot 1, Block 2, French East Addition be constructed, a Resolution of Necessity will be required before these improvements can be made. The costs will be assessed to the property owners after improvements are installed. **The property owners of Lot 1, Block 2, French East Addition, City of Vermillion, Clay County, South Dakota, acknowledge that this agreement will run with the land as a restrictive covenant thereon and is binding on the current and future owners, their successors and assigns that they will not remonstrate against the proposed improvements fronting Lot 1, Block 2, French East Addition, City of Vermillion, Clay County, South Dakota**

**WATER MAIN:**

1. If the City Council requires that the construction of the water main along Foss Court and South Mickelson Avenue fronting Lot 1, Block 2, French East Addition be constructed, a Resolution of Necessity will be required before these improvements can be made. The costs will be assessed to the property owners after improvements are installed. **The property owners of Lot 1, Block 2, French East Addition, City of Vermillion, Clay County, South Dakota, acknowledge that this agreement will run with the land as a restrictive covenant thereon and is binding on the current and future owners, their successors and assigns that they will not remonstrate against the proposed improvements fronting Lot 1, Block 2, French East Addition, City of Vermillion, Clay County, South Dakota**

Dated this 7<sup>th</sup> day of June 2013.

OWNER

FOR THE CITY OF VERMILLION

By: Richard G. Duman  
Richard G. Duman

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

By: Sheryl A. Duman  
Sheryl A. Duman

STATE OF SOUTH DAKOTA )  
:SS  
COUNTY OF Clay )

On this 7<sup>th</sup> day of June 2013 before the undersigned officer, personally appeared Richard G. Duman known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Angela Madsen  
Notary Public

My Commission Expires: 8-9-16

STATE OF SOUTH DAKOTA )  
:SS  
COUNTY OF Clay )

On this 7<sup>th</sup> day of June 2013 before the undersigned officer, personally appeared Sheryl A. Duman known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and

acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Angela Madsen  
Notary Public

My Commission Expires: 8-9-16

STATE OF SOUTH DAKOTA )  
  :SS  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned Officer, personally appeared John E. (Jack) Powell, who acknowledged himself as Mayor of the City of Vermillion, and that he as Mayor being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Mayor.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**BOND  
TO ASSUME PERFORMANCE  
BY  
OWNERS**

KNOW ALL MEN BY THESE PRESENTS, that we, Richard G. Duman and Sheryl A. Duman, of Vermillion, South Dakota, are held and firmly bound unto the City of Vermillion, a municipal corporation of Clay County, South Dakota (the "City") in a sum or sums which are equal to the total share of the costs of the improvements hereinafter described in the agreement, which are required and may or may not be assessed pursuant to South Dakota law against the following described real property of the owners, viz.:

**Lot 1, Block 2, French East Addition, City of Vermillion, Clay County, South Dakota.**

The improvements contemplated by this agreement are those street improvements (including sidewalk, grading, curb and gutter, streetlights and street surfacing) sanitary sewer and water main, which the City requires to be constructed in accordance with plans and specifications approved by the City.

The condition of this obligation is that if the owners, or their successors in interest, shall promptly install said improvements, or any of them from time to time when required by the City or promptly pay the assessments for the cost or any constructed or installed by the City, then this obligation is to be void; otherwise, to remain in effect.

This bond is given pursuant to Appendix C, the subdivision ordinance of the City of Vermillion and in consideration of the City's consent that the owners may proceed with the development of the property without first having installed all of said improvements and shall constitute and be a lien upon the property.

Dated this 7<sup>th</sup> day of June, 2013.

By: Richard G. Duman  
Richard G. Duman

By: Sheryl A. Duman  
Sheryl A. Duman

STATE OF SOUTH DAKOTA )  
:SS

COUNTY OF Clay )

On this 7<sup>th</sup> day of June, 2013 before the undersigned officer, personally appeared Richard G. Duman known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Angela Madsen  
Notary Public

My Commission Expires: 8-9-16





## *Council Agenda Memo*

**From:** John Prescott, City Manager

**Meeting:** June 17, 2013

**Subject:** Resolution to adopt Clay County multi-hazard pre-disaster mitigation plan update

**Presenter:** John Prescott

**Background:** SECOG has coordinated an effort over the last year to update the hazard mitigation pre-disaster plan for Clay County. The last plan was completed in 2003 and approved by FEMA in January 2004. To develop an update to the plan, a series of five meetings were held in Vermillion between May 2012 and March 2013. Elected officials, city and county staff members, and private utilities in Clay County were invited to participate.

**Discussion:** The purpose of the plan is to guide efforts in Clay County both in Vermillion and rural areas to reduce the impacts of significant hazards as well as to reduce the effects of these hazards. The plan is also designed to help prevent and mitigate costs due to post hazard events. The plan identified hazards and assessed the risks historically faced by Clay County. The plan incorporates a mitigation strategy that encompassed a set of goals, objectives, and action steps to help mitigate and minimize damages imposed by hazards. If any Council member is interested in a copy of the complete plan, please let City staff know. The full plan is sixty-three pages plus maps, meeting minutes and related documents. A copy of the Summary of the Planning Process is attached to provide an overview of the planning process. The Committee focused on natural hazards in developing the pre-disaster mitigation plan.

SECOG planner Seth Hyberger has been in contact with FEMA and the South Dakota Department of Public Safety as the plan has been developed. The national and state feedback has helped structure the plan for the local group to complete their work. The two organizations will ultimately need to approve the plan.

**Financial Consideration:** SECOG received a grant to cover their staff time spent developing the plan update. Having a current plan which identifies potential hazards may enable the County and jurisdictions within the County to receive grant funding to address items related to disasters.

**Conclusion/Recommendations:** Administration recommends adoption of the Resolution supporting and adopting the multi-hazard pre-disaster mitigation plan for Clay County.

**RESOLUTION BY VERMILLION CITY COUNCIL, DECLARING CITY SUPPORT FOR  
THE ADOPTION OF THE CLAY COUNTY  
MULTI-HAZARD PRE-DISASTER MITIGATION PLAN 2012 UPDATE**

**WHEREAS**, the Vermillion City Council supports the contents of the Clay County Multi-Hazard Pre-Disaster Mitigation Plan 2012 Update; and

**WHEREAS**, the Clay County Multi-Hazard Pre-Disaster Mitigation Plan 2012 Update will be utilized as a guide for planning as related to FEMA Pre-Disaster Mitigation, and other purposes as deemed appropriate by the Vermillion City Council.

**NOW THEREFORE BE IT RESOLVED**, that the Vermillion City Council does hereby adopt, support, and will facilitate the Clay County Multi-Hazard Pre-Disaster Mitigation Plan 2012 Update implementation.

Dated at Vermillion, South Dakota this 17<sup>th</sup> day of June, 2013.

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

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

ATTEST:

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

**Table 2-2: Summary of Planning Process**

<p><b>May 17, 2012</b> – Clay County Mitigation Planning Committee (Update 2012) Meeting 1 Meeting 1 was facilitated by SECOG and Clay County EM - (1) Introduction, (2) Purpose of PDM Plan, (3) Roles and Responsibilities, (4) PDM Planning Process, and (5) Review of Existing Plan</p>
<p><b>July 26, 2012</b> – Clay County Mitigation Planning Committee (Update 2012) Meeting 2 Meeting 2 was facilitated by SECOG and Clay County EM - (1) Review of Planning Process, (2) Reviewing Location of Critical Infrastructure, (3) Identification of Hazards Most Affecting the County and Impacts, (4) Identifying Areas of Flooding and Poor Drainage, (5) Valuing Property and Infrastructure in Flood-Prone Areas, and (6) Discussion of Mitigation Actions Already Taken</p>
<p><b>October 25, 2012</b> – Clay County Mitigation Planning Committee (Update 2012) Meeting 3 Meeting 3 was facilitated by SECOG and Clay County EM - (1) Review of Draft PDM Report, (2) Discussion and Identification of Mitigation Goals and Objectives, (3) Initial Discussion of Potential Mitigation Projects to Include in the PDM, and (4) Discussion of Next Steps</p>
<p><b>January 17, 2013</b> – Clay County Mitigation Planning Committee (Update 2012) Meeting 4 Meeting 4 was facilitated by SECOG and Clay County EM – (1) Review of Committee’s Prior Work, (2) Review Draft PDM, (3) Review Mitigation Projects in Prior PDM, (4) Discussion and Identification of New Mitigation Strategies, (5) Prioritizing Mitigation Projects, (6) Disaster Mitigation Project Grant Application Process, and (7) Discussion/ Next Steps</p>
<p><b>(March 14, 2013)</b> – Clay County Mitigation Planning Committee (Update 2012) Meeting 5 Meeting 5 was facilitated by SECOG and Clay County EM – The Final PDM Draft was Reviewed by the PDM Planning Committee. All Final Plan Recommendations were Made Prior to the Plan Being Sent to the State Office of Emergency Management for the Initial Plan Review</p>
<p>[Insert date] Clay County Multi-Hazard Pre-Mitigation Plan (2012 Update) SD State Office of Emergency Management - Review of Complete Draft</p>
<p>[Insert date] Clay County Multi-Hazard Pre-Mitigation Plan (2012 Update) FEMA - Review of Complete Draft</p>
<p>[Insert date] Clay County Multi-Hazard Pre-Mitigation Plan (2012 Update) - Adoption</p>
<p>[Insert date] Final Plan Submittal to FEMA</p>

A copy of the Agendas and Minutes from each of the planning meetings is included in Appendix B.

## *Council Agenda Memo*

***From:*** Mike Carlson, Finance Officer  
***Meeting:*** June 17, 2013  
***Subject:*** High Street Closing – August 8 - 11, 2013  
***Presenter:*** Mike Carlson

**Background:** The Clay County Agricultural Fair Association is hosting the annual Clay County Fair August 8–10, 2013. The group is requesting the temporary closure of a portion of High Street. The group also requests permission to park vehicles in and around the ditches to accommodate parking and the removal of a section of fence between Lions Park and the Open Arena.

**Discussion:** The Clay County Agricultural Fair Association is requesting that High Street be closed, along the fairgrounds, from 7:00 a.m. on Thursday, August 8, 2013 until 5:00 p.m. on Sunday, August 11, 2013. The August 11, 2013 street closure is for clean-up activities once the fair has concluded.

The Police, Fire, and EMS Departments have been notified of the closure request and have found no safety concerns.

**Financial Consideration:** None

**Conclusion/Recommendations:** Administration recommends authorizing the closure of High Street from 7:00 a.m. on Thursday, August 8, 2013 until 5:00 p.m. on Sunday, August 11, 2013 to accommodate the Clay County Fair. Administration also recommends the granting of permission in and around the ditches to accommodate additional parking and the removal of a section of fence.

# *Clay County Agricultural Fair Association*

515 High Street ▪ Vermillion, SD 57069  
(605) 677-7111 ▪ [www.claycountyfair.net](http://www.claycountyfair.net)

May 21st, 2013

City of Vermillion  
Honorable Mayor Powell  
& City Council Members  
25 Center Street  
Vermillion, SD 57069

Dear Mayor Powell,

The Clay County Fair is August 8-10, 2013. We are requesting that High Street (fairgrounds) be blocked to through-traffic from 7:00 AM on Thursday, August 8 through 5:00 PM Sunday, August 10, for the Clay County Fair and Achievement Days.

In addition, we would like to ask permission to park vehicles near and in the ditches, as we have in the past. We would also appreciate it if a section of the fence between Lions Park and the Open Arena grass could be removed for through traffic of trucks and trailers.

Thank you for your continued support of the Clay County Fair Association. We hope that you all can attend this year's fair. Should you have any questions, regarding this letter please do not hesitate to call our office at (605) 677-7111.

Respectfully,



Jessica Kennedy  
Clay County Agricultural Fair Manager  
Clay County Fair Board

## *Council Agenda Memo*

**From:** Jose Dominguez, City Engineer  
**Meeting:** June 17, 2013  
**Subject:** SD Hwy. 19 Temporary and Permanent Easements  
**Presenter:** Jose Dominguez

**Background:** During the construction of the shared used path along SD Highway 50 from Stanford Street to Dakota Street, the DOT expressed concerns about the pedestrian traffic utilizing SD Highway 19 for travel. Although pedestrian traffic is allowed along the State's highway system, the combination of vehicles, trucks, pedestrians and bicycles is not safe. In order to improve safety for the users the pedestrians and bicycle traffic will be removed from the highway onto an adjacent path.

**Discussion:** Due to the characteristics of the users, the DOT has requested that the City utilize the remainder of the Federal grant to construct a shared used path along SD Highway 19 between West Cherry Street and SD Highway 50. The path would be constructed within the DOT's right-of-way on the east side of the road. The path would be eight feet wide and be approximately four feet of the curb line.

Since the majority of the path will be within the DOT's right-of-way, a minimal amount of permanent easements will be required. However, the City will need to acquire temporary construction easements from the adjacent property owners (Polaris and East River Properties). The temporary easements will be valid through construction and an additional year after construction is completed. The additional year will allow the City access if a portion of the path needs to be reworked. Three easements are required for the project to proceed to the bidding process. Out of the easements, Polaris will grant a temporary construction easement and one permanent easement. The permanent easement will be only used for the construction and maintenance of the shared used path.

**Financial Consideration:** The City will incur a cost of \$30.00 to file the easement with the Clay County Register of Deeds and a \$2.00 payment to Polaris for the acquisition of the easements.

8. New Business; item g

**Conclusion/Recommendations:** Administration recommends signing the easements for the construction of the shared used path along the east side of SD Highway 19 between West Cherry Street and SD Highway 50.

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: EM8014(33) PCN: 03WA COUNTY/CITY: Vermillion PARCEL NO: \_\_\_\_\_

This Agreement is made and entered into by and between the County/City of Vermillion acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and Polaris Industries, Inc, whose postal address is 2100 Hwy. 55, Medina, MN 55340, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: \_\_\_\_\_

Temporary Easement: see attachment

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: See attached Addendum



RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: EM 8014 (33) PCN: 03WA COUNTY (CITY): Vermillion  
LANDOWNER: Polaris Industries, Inc.

NAME OF NEGOTIATOR: Jose Dominguez  
TITLE: City Engineer

The following document(s) was/were shown and/or explained to the Landowner:

Construction  Right of Way  Right of Way  Other   
Plan Sheet  Document(s)  Brochures

Call (Visit) Number: 1  
Time: 1:00 AM/PM AM Date: 8-28-12  
Visit Location: Polaris (1012 SD Hwy 19)  
List people present during meeting: Paul Eickhoff, Bob Bank, Dave Nelson

Notes of the Discussion: size of easement possible realignment of trail (owner had no issues w/ realignment @ meeting but would like to review to verify)

Call/Visit Number: 2  
Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_  
Visit Location: \_\_\_\_\_  
List people present during meeting: \_\_\_\_\_

Notes of the Discussion: \_\_\_\_\_

Call/Visit Number: 3  
Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_  
Visit Location: \_\_\_\_\_  
List people present during meeting: \_\_\_\_\_

Notes of the Discussion: \_\_\_\_\_

Call/Visit Number: 4  
Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_  
Visit Location: \_\_\_\_\_  
List people present during meeting: \_\_\_\_\_

Notes of the Discussion: \_\_\_\_\_

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

**ADDENDUM TO AGREEMENT FOR  
VOLUNTARY RIGHT OF WAY DONATION**

THIS “**Addendum**” is hereby added as part of the Agreement for Voluntary Right of Way Donation (“**Form Easement**”) between Polaris Industries, Inc. a Delaware corporation (“**Polaris**”), and the City of Vermillion, a \_\_\_\_\_ (“**City**”) to which it is attached. Any conflict between this Addendum and the Form Easement shall be governed by this Addendum. The Form Easement and Addendum shall be collectively referred to as the “**Agreement**”.

RECITALS

A. Polaris is the owner of certain land in the City of Vermillion, South Dakota (the “**Polaris Property**”).

B. City has requested that Polaris grant City a temporary, non-exclusive easement for the purpose of constructing a bike path over that portion of the Polaris Property that is depicted on Exhibit A attached hereto (the “**Easement Area**”).

C. Subject to the terms and conditions of this Addendum, Polaris is willing to grant City a temporary, non-exclusive easement over the Easement Area to permit the City to construct a bike path in the Easement Area.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto, and the sum of One Dollars (\$1.00) and other good and valuable consideration given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, Polaris and City agree and covenant as follows:

1. Construction of Improvements. Within twelve (12) months after the date of this Agreement, City agrees to complete any desired improvements relating to the construction of a bike path in the Easement Area (the “**Improvements**”). City shall complete the Improvements in a good, workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations. Immediately following the construction of the Improvements by or on behalf of City, City shall remove from the Easement Area and surrounding land all equipment, materials and debris resulting from or used in connection with such work.

2. Confirmation of Termination. Upon the expiration of this Agreement, either party may request and the other party shall sign and deliver a recordable instrument confirming that the easement and this Agreement have terminated. Failure of either party to deliver such a confirmation shall not affect the scheduled termination of the easement and this Agreement.

3. Use of Easement Area. City shall only use the Easement Area for the purpose of constructing the Improvements in the Easement Area. City shall not construct

any fence or other barrier within or across the Easement Area which would prevent or obstruct the passage of pedestrian or vehicular traffic (where appropriate) or the use of the Polaris Property by Polaris; provided, however, that the foregoing shall not prohibit the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction of the Improvements, it being agreed by the parties however, that Polaris must approve the location of such barricades prior to their erection, all such work shall be conducted so as to minimize the interference with the use of the Polaris Property, and such work shall be diligently prosecuted to completion.

4. Reservation. Polaris hereby reserves and retains all other property rights in and to the Easement Area, specifically including but not limited to: (i) the right to use the Easement Area for any purpose whatsoever so long as such does not unreasonably interfere with City's rights hereunder; (ii) the right to locate electric, gas and water lines and other utilities in, under and over the Easement Area so long as such improvements do not unreasonably interfere with City's permitted use of the Easement Area; and (iii) the right to continue to use any access drives across the Easement Area for vehicular and pedestrian access to, from and across the Polaris Property that exist on the date hereof. The rights of Polaris to utilize the Easement Area will at all times be and remain paramount to the rights herein granted to City by Polaris.

5. Damage. If the surface of the Polaris Property or any portion thereof, or any landscaping, curbing, pavement or other improvements thereon, shall be disturbed by the construction of the Improvements or other activities performed by or on behalf of City in connection with the use of the Easement Area, said surface and improvements shall be promptly restored by City to their condition just prior to such disturbance.

6. Insurance. City shall furnish Polaris with evidence of general liability insurance prior to the commencement of the project and upon request from time to time thereafter.

7. No Warranties or Representations from Polaris. City agrees that it is accepting the easement granted herein without any warranty or representation regarding such easement or the Easement Area, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Polaris Property and/or affecting access thereto.

8. Mechanics' Liens. City shall not permit any mechanics', materialmen's or other liens to be filed against the Polaris Property or any part thereof for work or materials furnished to City in connection with the easement granted herein, and City agrees to indemnify, defend and hold Polaris harmless from and against the same.

9. Attorneys' Fees. If either party brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted.

10. Successors and Assigns. The covenants and agreements, herein contained, shall be entered into the benefit of and be binding upon the parties hereto their respective successors and assigns.

11. Notices. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

To Polaris:                   POLARIS CORPORATION  
2100 Highway 55  
Medina, MN 55340  
Attn: General Counsel

To City:                       CITY OF VERMILLION  
25 Center Street  
Vermillion, SD 57069  
Attn: \_\_\_\_\_

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Signature Pages Follow]*

SIGNATURE PAGE  
TO  
ADDENDUM TO AGREEMENT FOR  
VOLUNTARY RIGHT OF WAY DONATION  
BETWEEN  
POLARIS INDUSTRIES, INC.  
AND  
CITY OF VERMILLION

IN WITNESS WHEREOF, City has executed this Addendum as of the day and year specified in the Form Easement.

CITY OF VERMILLION

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

Attest:

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

STATE OF SOUTH DAKOTA    )  
  )ss.  
COUNTY OF \_\_\_\_\_    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ the \_\_\_\_\_ of the City of Vermillion, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF SOUTH DAKOTA    )  
  )ss.  
COUNTY OF \_\_\_\_\_    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ the \_\_\_\_\_ of the City of Vermillion, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

SIGNATURE PAGE  
TO  
ADDENDUM TO AGREEMENT FOR  
VOLUNTARY RIGHT OF WAY DONATION  
BETWEEN  
POLARIS INDUSTRIES, INC.  
AND  
CITY OF VERMILLION

IN WITNESS WHEREOF, Polaris has executed this Addendum as of the day and year specified in the Form Easement.

POLARIS INDUSTRIES, INC.

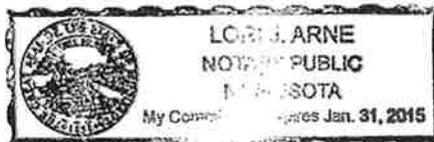
By: [Signature]  
Name: Steve Eastman  
Its: V.P. PGTA

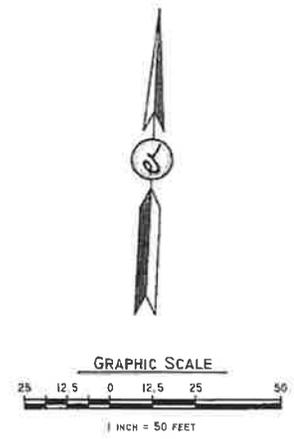
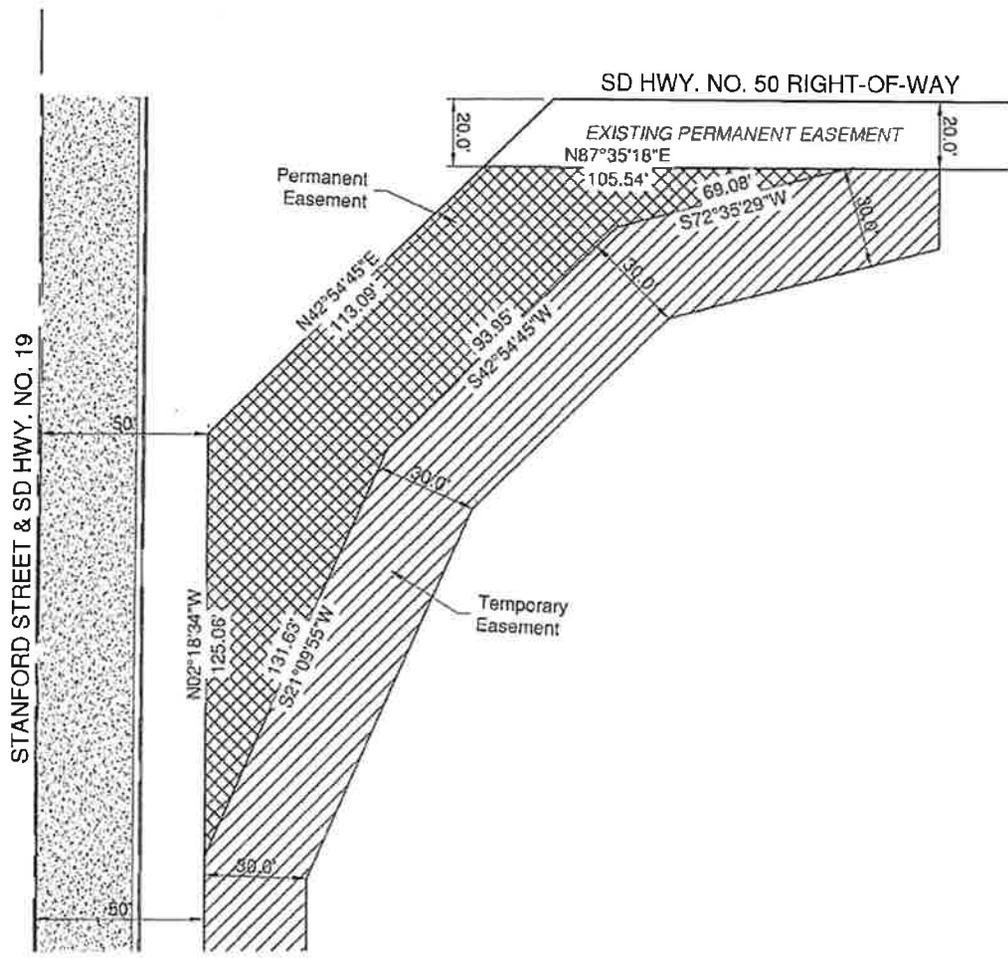
STATE OF MINNESOTA        )  
  )ss.  
COUNTY OF Heanepin        )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2013, by Steve Eastman the Vice President of Polaris Industries, Inc., a Delaware corporation, on behalf of said corporation.

[Signature]  
Notary Public

This instrument was drafted by:  
Faegre Baker Daniels LLP (AW)  
90 South 7<sup>th</sup> Street, Suite 2200  
Minneapolis, MN 55402





**PERMANENT EASEMENT**  
 Permanent Easement contains 0.19± Acres  
 (8,363 SF)

Proj. No.:	Y09174	Drawn By:	MEJ
Dwg. No.:	C-RP02-06174	Drafting Review:	KBD
Sheet No. of	1 of 1	Date:	Sept. 24, 2012

Title:  
**Vermillion Multi-Use Trail  
 Temporary and Permanent  
 Easements**

Project Name:  
**Vermillion Multi-Use Trail  
 Vermillion, South Dakota**

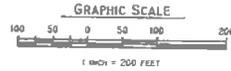
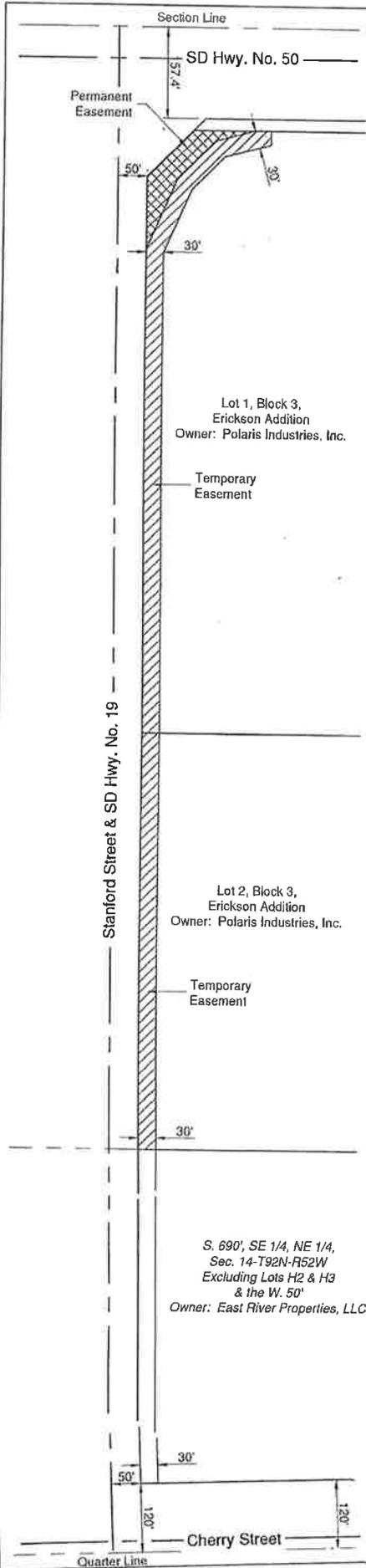
Sheet Name:  
**Exhibit A**

Prepared By:  
*Eisenbraun & Associates*  
 Professional Engineers - Surveyors

*Innovative Solutions - Long Term Value*  
 215 Walnut  
 Yankton, South Dakota 57078  
 605-665-8092  
 FAX 605-665-0523  
 www.eisenb.com

# Exhibit A

Temporary Construction Easement Located in Lots 1 and 2, Block 3,  
Erickson Addition to the City of Vermillion  
Containing 1.28± Acres (55,729 SF)



Prepared By:	Project No. Y06174.D03
<i>Cisenbrun &amp; Associates</i> Professional Engineers - Surveyors	Drawing C-RP02-06174
Innovative Solutions - Long Term Value 215 Walnut Yankton, South Dakota 57078	Drawn by MEJ
505-665-8092 FAX 505-665-0523 www.cisenbrun.com	Reviewed by KBD
	Date 24-Sep-12

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: EM 8014(33) PCN: 03WA COUNTY/CITY: Vermillion PARCEL NO: \_\_\_\_\_

This Agreement is made and entered into by and between the County/City of Vermillion acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY" and Polaris Industries, Inc, whose postal address is 2100 Hwy. 55, Medina, MN 55340, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: see attachment

Temporary Easement: \_\_\_\_\_

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: See attached Addendum



RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: EM 8014 (33) PCN: 03WA COUNTY/CITY: Vermillion  
LANDOWNER: Polaris Industries

NAME OF NEGOTIATOR: José Dominguez  
TITLE: City Engineer

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet  Right of Way Document(s)  Right of Way Brochures  Other

Call/Visit Number: 1  
Time: 100 AM/PM Date: 8-28-12  
Visit Location: Polaris (102 SD. HWY. 19)  
List people present during meeting: Paul Eickhoff, Bob Beck, Dave Nelson

Notes of the Discussion: size of easement, possible realignment of trail (owner had no issues w/ realignment @ meeting but would like to review to verify).

Call/Visit Number: 2  
Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_  
Visit Location: \_\_\_\_\_  
List people present during meeting: \_\_\_\_\_

Notes of the Discussion: \_\_\_\_\_

Call/Visit Number: 3  
Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_  
Visit Location: \_\_\_\_\_  
List people present during meeting: \_\_\_\_\_

Notes of the Discussion: \_\_\_\_\_

Call/Visit Number: 4  
Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_  
Visit Location: \_\_\_\_\_  
List people present during meeting: \_\_\_\_\_

Notes of the Discussion: \_\_\_\_\_

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

**ADDENDUM TO AGREEMENT FOR  
VOLUNTARY RIGHT OF WAY DONATION**

THIS “**Addendum**” is hereby added as part of the Agreement for Voluntary Right of Way Donation (“**Form Easement**”) between Polaris Industries, Inc. a Delaware corporation (“**Polaris**”), and the City of Vermillion, a \_\_\_\_\_ (“**City**”) to which it is attached. Any conflict between this Addendum and the Form Easement shall be governed by this Addendum. The Form Easement and Addendum shall be collectively referred to as the “**Agreement**”.

RECITALS

A. Polaris is the owner of certain land in the City of Vermillion, South Dakota (the “**Polaris Property**”).

B. City has requested that Polaris grant City a permanent, non-exclusive easement for the purpose of constructing, operating and maintaining a bike path over that portion of the Polaris Property that is depicted on Exhibit A attached hereto (the “**Easement Area**”).

C. Subject to the terms and conditions of this Addendum, Polaris is willing to grant City a permanent, non-exclusive easement over the Easement Area to permit the City to construct, operate and maintain a bike path in the Easement Area.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto, and the sum of One Dollars (\$1.00) and other good and valuable consideration given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, Polaris and City agree and covenant as follows:

1. Use of Easement Area. City shall only use the Easement Area for the purposes of constructing, operating and maintaining the bike path located in the Easement Area. City shall not construct any fence or other barrier within or across the Easement Area which would prevent or obstruct the passage of pedestrian or vehicular traffic (where appropriate) or the use of the Polaris Property by Polaris; provided, however, that the foregoing shall not prohibit the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction of the Improvements (as defined below), it being agreed by the parties however, that Polaris must approve the location of such barricades prior to their erection, all such work shall be conducted so as to minimize the interference with the use of the Polaris Property, and such work shall be diligently prosecuted to completion.

2. Improvements. City may construct those improvements in the Easement Area that City determines are reasonably necessary for the operation of a bike path therein (collectively, the “**Improvements**”). City shall complete any Improvements in a good, workmanlike manner in accordance with all applicable federal, state and local laws,

ordinances and regulations (collectively, "Laws"). Immediately following the construction of any Improvements by or on behalf of City, City shall remove from the Easement Area and surrounding land all equipment, materials and debris resulting from or used in connection with such work.

3. Reservation. Polaris hereby reserves and retains all other property rights in and to the Easement Area, specifically including but not limited to: (i) the right to use the Easement Area for any purpose whatsoever so long as such does not unreasonably interfere with City's rights hereunder; (ii) the right to locate electric, gas and water lines and other utilities in, under and over the Easement Area so long as such improvements do not unreasonably interfere with City's permitted use of the Easement Area; and (iii) the right to continue to use any access drives across the Easement Area for vehicular and pedestrian access to, from and across the Polaris Property that exist on the date hereof. The rights of Polaris to utilize the Easement Area will at all times be and remain paramount to the rights herein granted to City by Polaris.

4. Maintenance. City shall maintain the Improvements and the Easement Area in good condition and repair and generally in compliance with all Laws.

5. Damage. If the surface of the Polaris Property or any portion thereof, or any landscaping, curbing, pavement or other improvements thereon, shall be disturbed by the construction of the Improvements or other activities performed by or on behalf of City in connection with the use of the Easement Area, said surface and improvements shall be promptly restored by City to their condition just prior to such disturbance.

6. Insurance. City shall furnish Polaris with evidence of general liability insurance prior to the commencement of the project and upon request from time to time thereafter.

7. Mechanics' Liens. City shall not permit any mechanics', materialmen's or other liens to be filed against the Polaris Property or any part thereof for work or materials furnished to City in connection with the easement granted herein, and City agrees to indemnify, defend and hold Polaris harmless from and against the same.

8. Abandonment of Easement. In the event City shall abandon, vacate or no longer use the Easement Area for a period of at least one year, then, notwithstanding any provision herein to the contrary, the easement granted herein shall automatically terminate and City shall, promptly upon request, execute a recordable instrument to evidence the termination and release of the easement. Upon the termination of the easement, City shall promptly remove the Improvements and restore the Easement Area to a condition as good as or better than that which existed immediately prior to the installation of the Improvements (including the replacement of any landscaping, curbing or paving that has been removed or damaged).

9. No Warranties or Representations from Polaris. City agrees that it is accepting the easement granted herein without any warranty or representation regarding such easement or the Easement Area, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Polaris Property and/or affecting access thereto.

10. Attorneys' Fees. If either party brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted.

11. Successors and Assigns. The covenants and agreements, herein contained, shall be entered into the benefit of and be binding upon the parties hereto their respective successors and assigns.

12. Notices. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

To Polaris: POLARIS CORPORATION  
2100 Highway 55  
Medina, MN 55340  
Attn: General Counsel

To City: CITY OF VERMILLION  
25 Center Street  
Vermillion, SD 57069  
Attn: \_\_\_\_\_

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Signature Pages Follow]*

SIGNATURE PAGE  
TO  
ADDENDUM TO AGREEMENT FOR  
VOLUNTARY RIGHT OF WAY DONATION  
BETWEEN  
POLARIS INDUSTRIES, INC.  
AND  
CITY OF VERMILLION

IN WITNESS WHEREOF, City has executed this Addendum as of the day and year specified in the Form Easement.

CITY OF VERMILLION

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

Attest:

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

STATE OF SOUTH DAKOTA    )  
  )ss.  
COUNTY OF \_\_\_\_\_    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ the \_\_\_\_\_ of the City of Vermillion, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF SOUTH DAKOTA    )  
  )ss.  
COUNTY OF \_\_\_\_\_    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ the \_\_\_\_\_ of the City of Vermillion, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

SIGNATURE PAGE  
TO  
ADDENDUM TO AGREEMENT FOR  
VOLUNTARY RIGHT OF WAY DONATION  
BETWEEN  
POLARIS INDUSTRIES, INC.  
AND  
CITY OF VERMILLION

IN WITNESS WHEREOF, Polaris has executed this Addendum as of the day and year specified in the Form Easement.

POLARIS INDUSTRIES, INC.

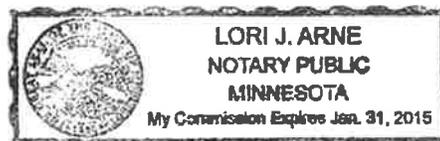
By: [Signature]  
Name: Steve Eastman  
Its: V.P. P&A

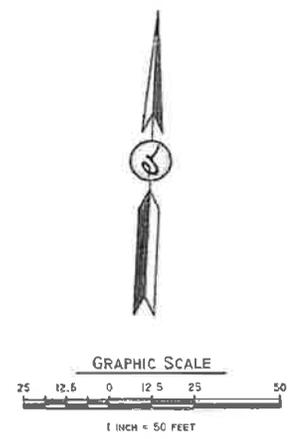
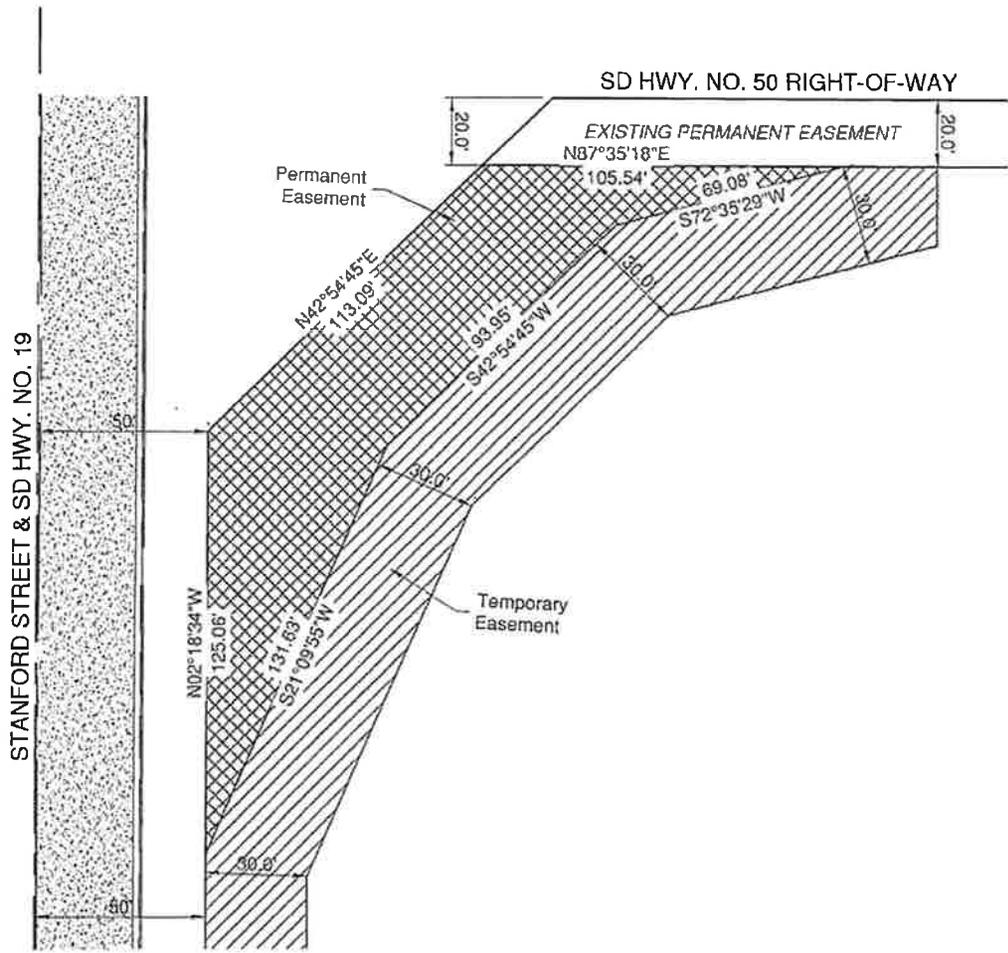
STATE OF MINNESOTA        )  
  )ss.  
COUNTY OF Hennepin        )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2013, by Steve Eastman the Vice President of Polaris Industries, Inc., a Delaware corporation, on behalf of said corporation.

[Signature]  
Notary Public

This instrument was drafted by:  
Faegre Baker Daniels LLP (AW)  
90 South 7<sup>th</sup> Street, Suite 2200  
Minneapolis, MN 55402





**PERMANENT EASEMENT**  
 Permanent Easement contains 0.19± Acres  
 (8,363 SF)

Proj. No.:	Y09174	Drawn By:	MEJ
Obj. No.:	C-RP02-06174	Drafting Review:	KBD
Sheet No. of	1 1	Date:	Sept. 24, 2012

**Vermillion Multi-Use Trail  
 Temporary and Permanent  
 Easements**

Project Name:	Vermillion Multi-Use Trail Vermillion, South Dakota
Sheet Name:	Exhibit A

Prepared By:

*Eisenbraun & Associates*  
 Professional Engineers & Surveyors

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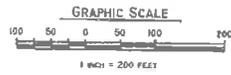
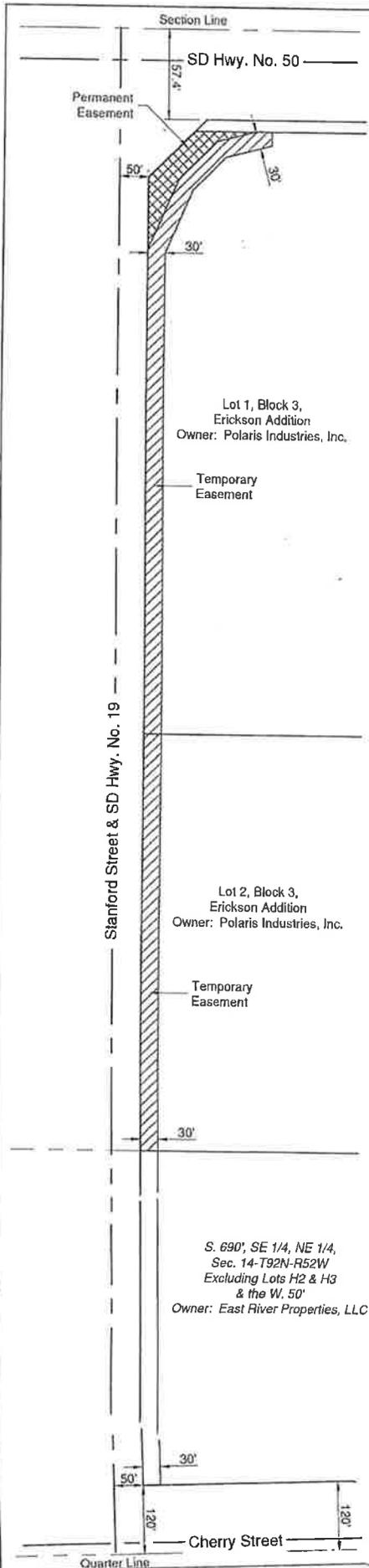
*Innovative Solutions - Long Term Value*

215 Walnut  
 Yankton, South Dakota 57078

605-665-8092  
 FAX 605-665-0523  
 www.easps.com

# Exhibit A

Temporary Construction Easement Located in Lots 1 and 2, Block 3,  
Erickson Addition to the City of Vermillion  
Containing 1.28± Acres (55,729 SF)



<p>Prepared By</p> <p><i>Cronbauer &amp; Associates</i> Professional Engineers - Surveyors</p> <p>Innovative Solutions - Long Term Value 215 Walnut 605-665-0682 Vermillion, South Dakota 57078 FAX 605-665-0223 www.caweb.com</p>	Project No.	Y06174.D03
	Drawing	C-RP02-06174
	Drawn by	MEJ
	Reviewed by	KBD
	Date	24-Sep-12

## *Council Agenda Memo*

**From:** Jose Dominguez, City Engineer

**Meeting:** June 17, 2013

**Subject:** Landfill Leachate System

**Presenter:** Jose Dominguez

**Background:** In 2011 the City Council filed a grant/loan application with the State to see if funding would be available for a leachate pond and leachate collection system. The City was ultimately awarded a grant / loan award. The proposed pond and collection system is required for the construction of any new cells at the landfill.

Bids were opened June 6, 2013. The City sent bid documents to more than 27 contractors. From those sent, the City only received five bids. The low bid was from RS Halstead Corporation for the amount of \$1,302,052.60. The high bid was for \$2,341,404.00. The bids included the base bid (which was the construction of the leachate pond and the collection system) and two bid alternates (both of them were for the excavation of Cell #5).

**Discussion:** Bidding is required by State law when the cost of the project is estimated to exceed \$50,000. This project was estimated to cost \$1,279,787.00. However, the City's consultant is recommending that the City select the base bid and reject all of the alternates. This is due to the fact that the bid amount for the alternates is more than was budgeted. Also, the work contained in the alternates would have been part of the larger Cell #5 excavation project. The alternates would have split the excavation of Cell #5 from a quarter being done through the alternates this year and the rest of the excavation being completed in 2014. We estimate that more favorable bids may be received if the entire project is completed all at once rather than being split into two years.

**Financial Consideration:** The City has already budgeted for this project to occur this year. As mentioned earlier, the City will be utilizing a grant/loan combination to pay for the improvements at the landfill. The State awarded a grant worth approximately \$522,000 for the improvements, with the remainder being a loan. The loan will be a 20-year loan with a low interest rate. At first the City will be paying the entire cost of the project and then requesting a reimbursement from the State for the amount of the

9. Bid Openings; item a

contract. The State will then reimburse the City the cost of the project with a portion being the grant and the remainder the loan. Considering that the recommendation is to accept the low bidder's base bid of \$887,200.78, the amount that will be reimbursed to the City will be \$522,000 of grant money and a loan in the amount of \$365,200.

**Conclusion/Recommendations:** Administration recommends awarding the project to RS Halstead Corp. for the base bid in the amount of \$887,200.78.

## *Council Agenda Memo*

**From:** Jose Dominguez, City Engineer  
**Meeting:** June 17, 2013  
**Subject:** National Guard Building Boiler Replacement  
**Presenter:** Jose Dominguez

**Background:** The current boilers within the National Guard Building (located at the northeast corner of Princeton and Franklin Streets) have been in used since the construction of the building in 1986. In recent years several emergency repairs have been performed on the boilers. The boilers have been experiencing more problems; these are mainly due to their age.

Bids were opened June 12, 2013. The City sent request for bids to three contractors. From those request to bid, the City only received two bids. The low bid was from Mr. Marty Gilbertson for the amount of \$36,195.00. The other bid was not read due to the fact that the proposal was not signed.

**Discussion:** Bidding is required by State law when the cost of the project is estimated to exceed \$50,000. This project was estimated to cost \$50,000.

**Financial Consideration:** \$50,000 was budgeted for this project.

**Conclusion/Recommendations:** Administration recommends awarding the project to Mr. Marty Gilbertson for \$36,195.00.

BIDDER	BASE BID	ALTERNATE #1	ALTERNATE #2	TOTAL BID
BELAIR SITEWORK SERVICES	\$ 1,315,694.00	\$ 405,172.00	\$ 620,538.00	\$ 2,341,404.00
RS HALSTEAD CORP	\$ 887,200.78	\$ 163,746.38	\$ 251,105.44	\$ 1,302,052.60
VEIT COMPANY	\$ 1,092,500.00	\$ 273,800.00	\$ 457,700.00	\$ 1,824,000.00
FRATTALONE COMPANIES	\$ 961,711.95	\$ 207,518.00	\$ 298,781.00	\$ 1,468,010.95
J.J. WESTHOFF CONSTRUCTION	\$ 946,936.50	\$ 183,307.00	\$ 266,943.00	\$ 1,397,186.50
ENGINEER'S ESTIMATE	\$ 929,836.88	\$ 133,930.00	\$ 216,020.00	\$ 1,279,786.88



June 11, 2013

Mr. Jose Dominguez, P.E.  
City of Vermillion  
City Engineer  
25 Center Street  
Vermillion, SD 57069

Re: Leachate Pond Bid Award Recommendation

Dear Mr. Dominguez:

HDR Engineering, Inc. has reviewed the bid tabulation and the apparent low bidder bid package from RS Halstead Corporation. Based on our review, HDR recommends awarding the base bid to RS Halstead Corporation.

The prices for the two bid alternates were more than budgeted. Options for completing the bid alternate work within budget can be evaluated as part of the Cell 5 project.

If you have any questions, please give me a call at your earliest convenience.

Sincerely,

**HDR Engineering, Inc.**

Matthew J. Evans, P.E.  
Project Manager

CITY OF VERMILLION  
 INVOICES PAYABLE-JUNE 17, 2013

1	ADVANCED PRODUCTS	POLICE SHOOTING RANGE	9,295.00
2	BILLION SOUTHTOWN INC	2013 POLICE CAR	28,372.00
3	BROADCASTER PRESS	ADVERTISING	1,158.57
4	BUREAU OF ADMINISTRATION	TELEPHONE	293.31
5	BUTLER MACHINERY CO.	CROSS SLOPE ATTACHMENT	9,070.00
6	CANON FINANCIAL SERVICES	COPIER LEASE	196.27
7	CENTURYLINK	TELEPHONE	1,485.99
8	CITY OF VERMILLION	LANDFILL VOUCHERS	528.00
9	CLAY-UNION ELECTRIC CORP	ELECTRICITY	408.95
10	DAVID HALVERSON	UNDERGROUND REIMBURSEMENT	425.00
11	DEPT. ENVIRONMENT NATL RES	LANDFILL OPERATIONS FEE	3,397.63
12	DIAMOND VOGEL PAINTS	TRAFFIC PAINT	5,000.30
13	DIVISION OF MOTOR VEHICLE	TITLE/PLATES	10.00
14	DUST TEX	SUPPLIES	24.80
15	GERSTNER OIL CO	AIRPORT JET FUEL	4,203.50
16	GREGG PETERS	MANAGERS FEE	5,375.00
17	KNOLOGY	DIAL UP SERVICE	49.95
18	LOREN FISCHER DISPOSAL	HAUL CARDBOARD	140.00
19	MATHESON TRI-GAS, INC	SUPPLIES	529.41
20	MIDAMERICAN	GAS USAGE	2,795.93
21	MIDCONTINENT COMMUNICATION	CABLE/INTERNET SERVICE	118.55
22	POLARIS	EASEMENT	2.00
23	PRESSING MATTERS	SUPPLIES	436.00
24	REGISTER OF DEEDS	FILING FEE	60.00
25	RESERVE ACCOUNT	POSTAGE FOR METER	950.00
26	SPRINT	CELL PHONES	1,280.68
27	STERN OIL CO.	FUEL	20,003.21
28	STURDEVANTS AUTO PARTS	PARTS	470.62
29	THE EQUALIZER	ADVERTISING	850.50
30	UNITED PARCEL SERVICE	SHIPPING	22.32
31	US POSTMASTER	POSTAGE UTILITY BILLS	1,100.00
32	VERMILLION ACE HARDWARE	SUPPLIES	499.03
33	VERMILLION CHAMBER OF COMM	4TH OF JULY CELEBRATION	3,500.00
34	VERMILLION FORD	2013 FORD F250 PICKUP	24,615.00
35	VISA/FIRST BANK & TRUST	FULE/SUPPLIES	265.59
36	PAUL HAGENBUCH	BRIGHT ENERGY REBATE	50.00
		GRAND TOTALS	\$126,983.11