



City of Vermillion Council Agenda

7:00 p.m. Regular Meeting
Monday, November 3, 2014
City Council Chambers
25 Center Street
Vermillion, South Dakota 57069

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
 - a. October 20, 2014 Special Session; October 20, 2014 Regular Session.
4. **Adoption of the Agenda**
5. **Visitors To Be Heard**
 - a. Morgan Appley – Dakota Rural Action.
6. **Public Hearings**
 - a. Special daily malt beverage and wine license for the Vermillion Area Arts Council on or about November 15, 2014 at 202 Washington Street.
7. **Old Business**
 - a. Second Reading of Ordinance 1321 - Amending Chapter 155, Zoning Regulations, of the 2008 Revised Ordinances of the City of Vermillion, South Dakota, Section 155.026, entitled Adoption of Official Zoning Map, rezoning Lots 1 and 2 Blk 7 (addressed as 12 Shriner Street and 30 Shriner Street, respectively), and Lot 3 Blk 5 (addressed as 1129 Cottage), Partridge Addition to the City of Vermillion, Clay County, South Dakota from the GB General Business District to the R-2 Residential District.
8. **New Business**
 - a. Food pantry request for funding.
 - b. Street Closure Request for Main Street from Elm Street to High Street on Friday, December 5, 2014 from 6:15 pm to 7:00 pm for the Parade of Lights parade.
 - c. Participation Agreement with SculptureWalk Sioux Falls for sculptures in downtown Vermillion.
 - d. First Reading of Ordinance 1322 - Rezoning certain real property, located within the City of Vermillion and Clay County Joint Jurisdictional Zoning Area, from the A-1, Agricultural District, District to the LI, Light Industrial District.
 - e. Resolution Approving Option to Lease and Site Lease Agreement with Brookings Municipal Utilities d/b/a Swiftel Communications for the construction and maintenance of wireless communications facilities in Lions Park.
 - f. Annual write off of old accounts receivable.
 - g. Set special meeting date to canvas election results.
9. **Bid Openings**
 - a. Fuel Quotes.

10. City Manager's Report

11. Invoices Payable

12. Consensus Agenda

13. Adjourn

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

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

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

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

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

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, November 3, 2014
Large Conference Room-City Hall
25 Center Street
Vermillion, South Dakota 57069

1. **Roll Call**
2. **Education Session – Discussion of proposed daycare registration – John Prescott/Shannon Draper.**
3. **Briefing on the November 3, 2014 City Council Regular Meeting Agenda-** Briefings are intended to be informational only and no deliberation or decision will occur on this item.
4. **Adjourn**

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

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

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

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Unapproved Minutes
Council Special Session
October 20, 2014
Monday 12:00 noon

The special session of the City Council, City of Vermillion, South Dakota was held on Monday, October 20, 2014 at 12:00 noon at the City Hall large conference room.

1. Roll Call

Present: Collier-Wise, Holland, Clarene Meins, Holly Meins, Price, Ward, Willson, Mayor Powell

Absent: Erickson

2. Center/Court/Main Street Traffic Signal Proposals - Jose Dominguez

Jose Dominguez, City Engineer, reported that the City hired Banner Associates to review and recommend options on the traffic signals at the Center/Court/Main Street intersection. Jose noted that this was warranted by the public input received regarding delays and that this intersection was in the top 5 for accidents. Jose stated that meetings will be held at City Hall on October 29th at 3:00 p.m. for downtown businesses and at 7:00 p.m. for the general public to review the options and accept comments. Rich Uckert, of Banner Associates, reported that in working on the intersection their firm contracted with HDR for assistance with Lance McQueen, representing HDR, present for questions. Rich reviewed the current intersection lay out and then three alternatives for the intersection. Rich reviewed the advantages and disadvantages of each alternative. Rich, Lance and Jose answered questions of the City Council on the alternatives. Jose stated that he would be reporting back to the City Council following the public meetings.

3. Food Pantry Funding Request - John Prescott

John Prescott, City Manager, reported that the funding request was received from the Food Pantry on the day the City Council was considering adoption of the budget and at that time it was suggested to review the request in the future. John handed out the funding request letter that requested \$5,000 of funding from the City. Discussion followed with the consensus to include consideration of funding for the Food Pantry at \$2,500 for 2015 on a future agenda.

4. Report on the South Dakota Municipal League Annual Conference - Rich Holland

Alderman Holland reported on information received while attending the South Dakota Municipal League Annual conference in Spearfish.

5. Briefing on the October 20, 2014 City Council Regular Meeting

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

6. Adjourn

352-14

Alderman Willson moved to adjourn the Council special session at 12:45 p.m. Alderman Clarene Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 20th day of October, 2014.

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

ATTEST:

BY _____
Michael D. Carlson, Finance Officer

Unapproved Minutes
City Council Regular Session
October 20, 2014
Monday 7:00 p.m.

The regular session of the City Council, City of Vermillion, South Dakota was called to order on Monday, October 20, 2014 at 7:00 p.m. by Mayor Powell.

1. Roll Call

Present: Collier-Wise, Erickson (arrived at 7:02 p.m.), Holland, Clarene Meins, Holly Meins, Price, Ward, Willson, Mayor Powell, Student Representative Norberg

2. Pledge of Allegiance

3. Minutes

A. Minutes of October 6, 2014 Special Session; October 6, 2014 Regular Session

353-14

Alderman Willson moved approval of the October 6, 2014 Special Session and October 6, 2014 Regular Session minutes. Alderman Holland seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

4. Adoption of Agenda

354-14

Alderman Willson moved approval of the agenda with the addition to 4. Visitors to be Heard B. Coyoteopoly Proclamation Hunger Awareness Day and add an executive session before adjourn for Economic Development Matters under SDCL 1-25-2 (5). Alderman Clarene Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

5. Visitors to be Heard

Alderman Erickson arrived at 7:02 p.m.

A. Extra Mile Day Proclamation

Alderman Clarene Meins read the proclamation designating November 1, 2014 as "Extra Mile Day" in Vermillion to recognize the individuals and organizations within the community who go the extra mile in order to make a difference in the community.

B. Coyoteopoly "Hunger Awareness Day" Proclamation

Alderman Collier-Wise read the Proclamation for Hunger Awareness Day that proclaims October 25, 2014 as "Hunger Awareness Day" in Vermillion and encourages all citizens to participate in the Coyoteopoly hunger awareness programs including the collection of food items for the Food Pantry on October 31st.

6. Public Hearings

A. First Reading of Ordinance 1321 - Amending Chapter 155, Zoning Regulations, of the 2008 Revised Ordinances of the City of Vermillion, South Dakota, Section 155.026, entitled Adoption of Official Zoning Map, rezoning Lots 1 and 2 Blk 7 (addressed as 12 Shriner Street and 30 Shriner Street, respectively), and Lot 3 Blk 5 (addressed as 1129 Cottage), Partridge Addition to the City of Vermillion, Clay County,

South Dakota from the GB General Business District to the R-2 Residential District.

Farrel Christensen, Building Official, reported that Kevin and Cindy Brown own several lots along Shriner Street and the north end of Cottage Avenue. Farrel stated that Hazen Bye, representing the owners, contacted City Staff with the idea of changing the zoning for three of the lots from the General Business to R-2 Residential zoning district. Farrel stated that the three lots proposed for the zone change currently abut the existing R-2 zoning district. Farrel reported that there was a map in the packet showing the area proposed for the zone change. Farrel stated that a petition was received with the required number of signatures to allow the Planning Commission and City Council to consider the zone change. Farrel stated that the notice was published and that signs for the public hearing were placed on the property. Farrel reported that the Planning Commission considered the zone change request on October 14th and recommended approval of the zone change. Farrel reviewed the allowable uses in the R-2 Residential Zone. Discussion followed.

355-14

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

BE IT RESOLVED that the minutes of this meeting shall show that the title to proposed Ordinance No. 1321 entitled An Ordinance Amending Chapter 155, Zoning Regulations, of the revised ordinances of the City of Vermillion, South Dakota, Section 155.026 entitled Adoption of Official Zoning Map, amending chapter 155, Zoning Regulations, of the 2008 Revised Ordinances of the City of Vermillion, South Dakota, Rezoning Lots 1 and 2 Blk 7 (addressed as 12 Shriner Street and 30 Shriner Street, respectively), and Lot 3 Blk 5 (addressed as 1129 Cottage), Partridge Addition to the City of Vermillion, Clay County, South Dakota from the GB General Business District to the R-2 Residential District has been read and the Ordinance has been considered for the first time in its present form and content at this meeting being a regularly called meeting of the Governing Body of the City on this 20th day of October, 2014 at the Council Chambers in City Hall in the manner prescribed by SDCL 9-19-7 as amended.

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

7. Old Business - None

8. New Business

A. Agreement to manage the Vermillion Liquor Store

John Prescott, City Manager, reported that Gregg and Nikki Peters began managing the Vermillion Liquor Store on November 1, 2005. John noted that the current management agreement expires on December 31, 2014. John reported that the City requested proposals from individuals or businesses interested in managing the liquor store and two written proposals were received. John noted that the City Council heard from both applicants at the September 2 and September 16, 2014 noon meetings. John noted that the City Council requested that staff negotiate a management agreement with Gregg and Nikki Peters. John stated that the proposed Liquor Store Management agreement is very similar to the current agreement. John reviewed the agreement changes noting the of term for the management agreement is five years with the option to renew for a second five year period and either party can end the arrangement for cause by providing 90 days notice. John stated that the store space lease renewal coincides with the management agreement. John reviewed the items that changed from the current management agreement which provides for a new location to the west at 820 Cottage and a video lottery room. John noted that the City cost of the improvements to the new location would be \$9,722. He stated that this cost will be reimbursed from the first \$9,722 of video lottery profits before being split with the liquor store manager. Discussion followed. Upon request, John stated that the plan is to close the current location on January 4, 2015 and open in the new location to the west on January 6, 2015.

356-14

Alderman Willson moved approval of the Liquor Store Agreement as presented with Gregg and Nikki Peters and authorized John Prescott, City Manager, to sign on behalf of the City. Alderman Collier-Wise seconded the motion. Motion carried 9 to 0.

B. Lease agreement for Vermillion Liquor Store

John Prescott, City Manager, reported that the current lease for the liquor store at 826 Cottage expires on February 28, 2015. John noted that one of the discussion points related to the acceptance of a management agreement for the liquor store has been the location. He stated that, in reviewing the management agreement proposal, different locations were discussed. John noted that Gregg and Nikki Peters presented two options, the first being the current location with 2,700 square feet at \$937.50 with new flooring and other improvements. The second option is to move to the east half of the former Ace Hardware space for the same lease rate of \$937.50 for 3,450 square feet. The

City Council reviewed the proposals at the October 6th noon meeting and directed staff to develop a lease for the second option. John noted that the lease is for five years with a renewal for another five years at the same rent. This location will have new shelving, counter, two coolers, video lottery room and new flooring with the City's share of these improvements being \$9,722 with the landlord paying the difference. John noted that the City costs would be reimbursed from video lottery profits before being split with the manager. John noted that this lease replaces the old lease with the move to the new location planned for January 4th and 5th to open on January 6th. Discussion followed.

357-14

Alderman Collier-Wise moved approval of the liquor store lease agreement with Gregg and Nikki Peters as presented for the new location at 820 Cottage Avenue and authorized the John Prescott, City Manager, to sign on behalf of the City. Alderman Holland seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

C. Owner's Request for Reconsideration of October 6, 2014 Resolution to Exercise City Repurchase Option of Outlot A

John Prescott, City Manager, reported that the City Council adopted a Resolution of Intent to Exercise the repurchase option for Outlot A, Block 7, Smith-Quam Addition at the last meeting. John noted that since that action the property owner and real estate agent have contacted the City about the ability to sell the property to another owner vs. returning the property to the City for 70% of the purchase price. John reported that the City Attorney has indicated a transfer between private parties could be possible if the City Council reconsidered the October 6th action and approved a new resolution that includes the purchase agreement addendum with restrictive covenant terms and conditions and a warranty deed escrow provision. Jim McCulloch, City Attorney, reported on the purchase agreement addendum with restrictive covenants noting that in talking with the title company there may be some liens against the property. Jim also reviewed the provision for escrowing of the warranty deed with the City. Discussion followed.

358-14

Alderman Collier-Wise moved to reconsider the October 6th action on the Resolution of Intent to Exercise the repurchase of Outlot A, Block 7, Smith-Quam Addition. Alderman Clarene Meins seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion reconsidered.

Discussion followed on the purchase agreements options with Mayor Powell requesting action on the Resolution of Intent to Exercise the repurchase option of Outlot A. Discussion followed on the option.

359-14

Alderman Collier-Wise moved approval of the Resolution of Intent to Exercise the repurchase option of Outlot A, Block 7, Smith-Quam Addition. Alderman Willson seconded the motion. Motion failed 0 to 9. Mayor Powell declared the motion failed.

Discussion followed on the purchase agreement addendum with restrictive covenant terms and conditions and warranty deed escrow provisions.

360-14

After reading the same once, Alderman Collier-Wise moved adoption of the following:

Resolution Approving Outlot A Purchase Agreement
and Purchase Agreement Addendum with Restrictive Covenant Terms
and Conditions and Warranty Deed Escrow Provisions

WHEREAS, Wade Larson has purchased from the City the following described real property, viz:

Outlot A, Block 7, Smith-Quam Addition to the City of
Vermillion, Clay County, South Dakota.

WHEREAS, Mr. Larson has failed to plat all of Outlot A or construct residential structures on the entire lot within the time prescribed in the Covenants adopted by the City Council on September 19, 2005 and filed with Register of Deeds on October 4, 2005, and;

WHEREAS, on October 6, 2014 the Vermillion City Council adopted a Resolution of Intent to Exercise the option to repurchase the undeveloped lot, as provided in the Covenants, for 70% of the price which it was sold to the purchaser minus any and all costs incurred in this transaction, and;

WHEREAS, Mr. Larson has approached the City with a Purchase Agreement and Purchase Agreement Addendum with Restrictive Covenant Terms and Conditions and a Warranty Deed Escrow Provisions for a sale of Outlot A to Three Sisters. LLC, and;

WHEREAS, the City Council has adopted a motion to reconsider the October 6, 2014 Resolution of Intent to Exercise the Option on Outlot A, and;

WHEREAS, the City Council has determined the terms of the Outlot A Purchase Agreement and Purchase Agreement Addendum with Restrictive Covenant Terms and Conditions and a Warranty Deed Escrow Provisions are

acceptable and in the best interest of the city to plat and develop the Outlot.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Vermillion, South Dakota, approves this Resolution Approving Outlot A Purchase Agreement and Purchase Agreement Addendum with Restrictive Covenant Terms and Conditions and a Warranty Deed Escrow Provisions between Mr. Wade Larson and Three Sisters LLC.

Dated at Vermillion, South Dakota this 20th day of October, 2014.

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

ATTEST:

By _____
Michael D. Carlson, Finance Officer

The motion was seconded by Alderman Erickson. Discussion followed with questions on what happens if the purchase is not completed on November 14, 2014 with Jim McCulloch, City Attorney, reviewing the options. The question of the adoption of the Resolution was presented for a vote of the Governing Body. 9 members voted in favor of and 0 members voted in opposition to the Resolution. Mayor Powell declared that the Resolution was adopted.

D. Resolution to rename a portion of Cornell Street to Slate Road

John Prescott, City Manager, noted that Cornell Street is an existing paved street between Carr Street and Stanford Street. John stated that an unpaved portion of Cornell Street exists from Stanford Street west approximately 700 feet. John reported that Bliss Pointe will have a street which intersects Stanford Street directly west of the paved portion of Cornell Street. John noted that for the traveling public it would appear to make more sense to continue Cornell Street through the intersection with Stanford Street vs. maintaining the jog in Cornell Street that currently exists. John stated that it would be helpful to have the matter resolved before the street in Bliss Pointe is platted or developed. The preliminary plat for Bliss Pointe indicates that Cornell Street would continue west from the intersection. John noted that property owners and tenants along the unpaved portion of Cornell Street were sent a letter on August 22, 2014 advising them of the need for the street name change, possible timeframe and providing them an opportunity to submit a name for consideration with no response

received. John reported that, with no suggestions from the property owners, staff is suggesting Slate Road for the unpaved portion of Cornell Street west of Stanford Street. John explained the reasoning behind selecting the name. John stated that a letter was sent to the property owners and tenants on October 9, 2014 advising them of the name that would be proposed to City Council at the October 20th meeting with a January 1, 2015 implementation date. John reported on October 16, 2014 USGS submitted the attached letter proposing the name of Rothrock Street to recognize a longtime South Dakota geologist. John stated that a copy of the letter was included in the packet. Discussion followed on the name change.

361-14

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

RESOLUTION TO CHANGE OF A PORTION OF CORNELL STREET

WHEREAS, the 1200, 1300 and 1400 block of Cornell Street currently exists west of Stanford Street; and

WHEREAS, a street is planned and preliminary platted to be constructed in Bliss Pointe Addition directly west of where Cornell Street intersects Stanford Street from the east; and

WHEREAS, whereas it makes sense for the traveling public and addressing to have Cornell Street continue through the intersection of Stanford Street vs. having an offset in the layout of Cornell Street; and

WHEREAS, State Statute 9-45-2 (1) grants municipalities the power to change the name of streets.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Vermillion does hereby change the name of 1200, 1300 and 1400 block of Cornell Street to Slate Road in Oden Addition from the intersection of Stanford Street west to the termination of the existing street.

BE IT FURTHER RESOLVED, that the street name change of Cornell Street in Oden Addition in this Resolution are effective January 1, 2015.

Dated at Vermillion, South Dakota this 20th day of October, 2014.

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

By _____
John E. (Jack) Powell, Mayor

ATTEST:

By _____
Michael D. Carlson, Finance Officer

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

E. Planning Commission member appointment

Mayor Powell reported that, due to the resignation of Val Hower, there is a vacancy on the Planning Commission for a term that will expire in June 2017. Mayor Powell stated that his recommendation to fill the vacancy, from the input from the Council members, would be Robert Oehler. Mayor Powell wanted to thank those that had expressed interest in serving the City for this vacancy.

362-14

Alderman Price moved approval of the appointment of Robert Oehler to the Planning Commission to fill the remainder of Val Hower's term that expires in June 2017. Alderman Holland seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

F. Resolution to adjust the storm drainage fee

Mike Carlson, Finance Officer, reported that during the budget process it was proposed to raise the storm drainage fee to provide additional revenues for storm drainage projects. The fee is charged to all properties in the city and is included on the property tax statements. The proposed increase will generate \$7,500 of additional revenue for the storm water fund. For a residential lot of 10,000 square feet, the fee would go from \$25.87 to \$27.00 per year. Discussion followed.

363-14

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

RESOLUTION TO CHANGE STORMDRAINAGE FEE

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

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

BE IT HEREBY RESOLVED by the Governing body of the City of Vermillion, South Dakota, at a regular meeting thereof of said City at 7:00 p.m. on the 20th day of October, 2014 that the fee be changed as follows:

The unit financial charge shall be \$0.00036.

Dated at Vermillion, South Dakota this 20th day of October, 2014.

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

ATTEST:

BY _____
Michael D Carlson, Finance Officer

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

G. Developer's Agreement with Nebraska Storage, LLC owner of Lots 6 & 7, Block 7, Erickson Addition

Jose Dominguez, City Engineer, reported that Nebraska Storage, LLC will be constructing several storage units on Lots 6 & 7, Block 7, Erickson Addition. Jose stated that the lots are located on the southeast corner of the intersection between Carr and Bower Streets. Jose noted that the area is zoned GI (General Industrial) and it allows for the construction of storage units as a conditional use. Jose reported that a conditional use permit to have the storage units at this location was approved by the Planning Commission. Jose stated that 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 a property to be developed. He noted that the lots in question front North Carr Street and Bower Street. He stated that the agreement will require that the owner do the following: 1)

Construct any required sidewalks as a condition to the building permit, 2) Construction of North Carr Street would be delayed until it is either requested by the City Council, or additional development needing the street is constructed, 3) All water main extensions required along North Carr Street will be completed when either the City Council requests the improvements, or when North Carr Street is constructed, 4) Will not remonstrate against any assessments required along North Carr Street regarding street or utility construction. Discussion followed.

364-14

Alderman Willson moved approval of the Developer's Agreement with Nebraska Storage, LLC owner of Lots 6 & 7, Block 7, Erickson Addition and authorized the Mayor to sign. Alderman Holland seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

9. Bid Openings - None

10. City Manager's Report

A. John reported that a raffle notification was received from the Clay County 4-H Leaders Association who are selling tickets at \$5 each or 5 for \$20 from October 9 to November 13, 2014. The prize is a John Green 25th Anniversary Red Power Round-Up Print valued at \$70. Proceeds from the raffle go to the building fund for the new Norby Exhibit Hall being built at the SD State Fairgrounds.

B. John reported that the Police & Emergency Communications Open house is on Saturday, October 25th from 10:00 a.m. to 1:00 p.m. Children are encouraged to come in costumes.

C. John reminded citizens that political signs need to be located off the public right-of-way.

D. John reported that the Clay County Historical Commission in partnership with the City and other organizations are hosting a meeting for the Downtown Vermillion Historic District on Monday, October 27th at 7:00 p.m. at the Library. Information about incentives for historic property preservation and restoration will be available.

E. John reported that on Wednesday, October 29th at 7:00 p.m. there will be a public meeting in the City Council Chambers to learn about options for the Center, Main and Court Street intersection. John stated that traffic signal work on Main Street is a 2016 project. He noted that proposed changes to the traffic signals at the intersection to address public concerns are being presented for comment.

F. John reported that there will be two more swimming pool viewing opportunities with the first on October 24, 2014 from 6:00 p.m. to 7:00 p.m. in the High School Lobby before Tanager Volleyball and the second on November 3, 2014 from 6:00 p.m. to 7:00 p.m. in the City Hall Lobby before the City Council meeting.

PAYROLL ADDITIONS AND CHANGES

Administration: Jennifer Olson \$13.66/hr; Ambulance: Tenelle Choal \$35.00/1st-\$22.00/2nd, Nicole Gulley \$35.00/1st-\$22.00/2nd, David Kyte \$30.00/1st-\$17.00/2nd; Parks: Aaron Baedke \$19.65/hr

11. Invoices Payable

365-14

Alderman Collier-Wise moved approval of the following invoices:

Rich Holland	Travel Reimbursement	463.72
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Alderman Ward seconded the motion. Alderman Holland requested to abstain. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

366-14

Alderman Collier-Wise moved approval of the following invoices:

Beck Motors, Inc	Chevrolet Tahoe	31,060.00
Broadcaster Press	Advertising	3,716.81
Bureau Of Administration	Telephone	248.58
Canon Financial Services	Copier Lease	196.27
Centurylink	Telephone	1,492.61
City Of Vermillion	Landfill Vouchers	528.00
Clay Rural Water System	Water Usage	67.70
Clay-Union Electric Corp	Electricity	1,430.47
Commercial Lighting	Supplies	346.17
Dept. Environment Natl Res	Landfill Operations Fee	3,260.20
Division Of Motor Vehicle	Title/Plates	10.00
Dust Tex	Mats	55.95
Gregg Peters	Managers Fee/Profit	24,711.25
Hartelco	Hydrant Deposit Less Usage	214.61
Herren-Schempp Building	Supplies	31.56
Loren Fischer Disposal	Haul Cardboard	210.00
Marjorie Nelson	Refund Ambulance Overpayment	153.87
Mark Milbrodt	Safety Glasses Reimbursement	150.00
Matheson Tri-Gas, Inc	Supplies	95.53

Midcontinent Communication	Cable/Internet Service	118.68
Register Of Deeds	Filing Fee	30.00
Republic National Distributing	Merchandise	16,814.80
Reserve Account	Postage For Meter	950.00
SD Public Assurance Alliance	General/Auto Coverage	126,871.89
Stern Oil Co.	Fuel	18,460.26
The Equalizer	Advertising	1,374.55
Troy Gregoire	Storm Sewer Improvements	15,000.00
United Parcel Service	Shipping	23.35
Verizon Wireless	Wireless Communication	122.53
Vermillion Area Community	Round Up Program	236.02
Vermillion Area Dance Organization	Registration Fees	2,066.41
Vermillion Chamber Of Commerce	Bliss Pointe Grant	242,524.69
Vermillion Equine Center	Registration Fees	678.30
Vermillion Youth Football	Registration Fees	812.10
Vermillion Youth Wrestling	Registration Fees	766.17
Visa/First Bank & Trust	Charges	800.94
Wow! Business	Dialup Services	49.95
Howard Coker	Bright Energy Rebate	50.00
First United Methodist Church	Bright Energy Rebate	350.00

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

12. Consensus Agenda

A. Set a public hearing date of November 3, 2014 for a special daily malt beverage and wine license for the Vermillion Area Arts Council on or about November 15, 2014 at 202 Washington Street

367-14

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

13. Executive Session

A. Economic Development Matters SDCL 1-25-2 (5)

368-14

Alderman Willson moved to go into executive session at 7:55 p.m. for economic development matters under SDCL 1-25-2 (5). Alderman Ward seconded the motion. Motion carried 9 to 0. Mayor Powell declared the Council in executive session.

Mayor Powell declared the Council out of executive session at 8:20 p.m.

14. Adjourn

369-14

Alderman Price moved to adjourn the Council Meeting at 8:21 p.m. Alderman Ward seconded the motion. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 20th day of October, 2014.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

BY _____
John E. (Jack) Powell,

Mayor

ATTEST:

BY _____
Michael D. Carlson, Finance Officer

Published once at the approximate cost of _____.

Council Agenda Memo

From: Mike Carlson, Finance Officer

Meeting: November 3, 2014

Subject: Special Daily Malt Beverage License for the Vermillion Area Arts Council on or about November, 15 2014 at 202 Washington Street

Presenter: Mike Carlson

Background: The Vermillion Area Arts Council has submitted an application for a special daily malt beverage and wine license for their Chili Blues Celebration on November 15, 2014 at 202 Washington Street.

Our city ordinance on special daily licenses reads as follows:

112.18 SPECIAL LICENSES FOR SALES OF MALT BEVERAGES AND/OR WINE.

The City Council may recommend to the State Department of Revenue that a special malt beverage and/or wine license may be granted to a civic, charitable, educational or fraternal organization in conjunction with a special event. 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. The fee for such license 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;
- (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), (6), or (16) 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.

6. Public Hearing; item a

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. The local governing body may establish rules to regulate and restrict the operation of the special license.

Discussion: The notice of public hearing is attached, along with the Police Chief's memo. The routine Police Department records check of the parties involved with the special daily license revealed no alcohol related violations or felony convictions in reference to this application. City staff is not aware of any problems with previous special daily licenses granted to the Vermillion Area Arts Council. Judy Zwolak, Treasurer of VAAC, has indicated that she will be attending the meeting.

Financial Consideration: The City has received the \$15 per day license fee and \$15 advertising fee from the applicant.

Conclusion/Recommendations: Administration recommends approving the issuance of the special daily malt beverage license unless further 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 6th day of November, 2014 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:

Vermillion Area Arts Council on or about November 15, 2014 at 202 Washington Street.

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 17th day of October, 2014.

Michael D. Carlson, Finance Officer

Publish: October 24, 2014

Published once at the approximate cost of _____.



VERMILLION AREA ARTS COUNCIL

**P.O. Box 484
VERMILLION, SD 57069**

October, 15, 2014

Dear Mayor Powell and City Council Members,

Thank you for considering our one day malt-beverage license application for the Vermillion Area Arts Council's 24th annual Chili Blues celebration on Saturday, November 15, 2014.

Nearly a dozen cooks face off each year in a chili cook-off battle with the winner taking home a handmade trophy and bragging rights. This is a major fundraiser for us, and a one-day beverage license helps us raise additional funds to support the Washington Street Arts Center building and our many programs. It is a family-friendly event with the entire board in attendance, all of whom keep a vigilant eye on attendees at the event. It has always gone smoothly and we are committed to providing a safe, fun and tasty event for everyone. You are all invited to Chili Blues. We are still looking for chili makers, too. If you think your recipe has what it takes to win the trophy, please give me a call and I'll get you in the line-up!

Thank you again, and we look forward to your continued support.

Sincerely,

Judy Zwolak
Treasurer, Vermillion Area Arts Council
605-659-5847

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



To: Vermillion City Council

Date: 10/22/14

From: Matthew Betzen
Chief of Police 

Subject: Vermillion Area Arts Council/Special Daily License Malt Beverage

I have reviewed the application for "Special Daily License (On-Sale) Malt Beverage and Wine License" submitted by the Vermillion Area Arts Council. This application is for their annual Chili Blues Event that is being held on November 15, 2014. A check of the Vermillion Police Records does not reveal any felonies with regards to the applicants. This is an annual event and a check of the Vermillion Police records does not show any problems in past years.

Council Agenda Memo

From: Farrel Christensen, Building Official

Meeting: November 3, 2014

Subject: Second Reading of Ordinance 1321 - Zone Change to exclude from GB General Business District and include in the R-2 Residential District the following described real property, viz. Lots 1 & 2 Blk 7 and Lot 3 Blk 5 Partridge Addition

Presenter: Andy Colvin, Assistant City Manager

Background: Kevin and Cindy Brown own several lots along Shriner Street and the north end of Cottage Avenue. All of the property is currently zoned GB – General Business. A representative of the owners contacted City Staff with the idea of changing the zoning for three of their lots to R-2 medium density residential in order to develop the property. The balance of their lots would retain the current GB General Business zoning. The City Council approved first reading of the rezoning ordinance on October 20th.

Discussion: The petitioners obtained the required number of signatures to allow the Planning Commission and City Council to consider the zone change, but due to the large lots owned by the petitioners and City signature, no neighborhood property owner signatures were needed. Notification signs were placed on the lots in question and the public notice was placed in the paper. To date, no neighborhood property owners have contacted the City in regard to the proposed zone change.

The three lots proposed for rezoning each abut existing R-2 District zoning and would therefore not create an issue of spot-zoning. The proposed district would be separated from the remaining GB zoning by Shriner Street. Lot 3, Block 5 would share a lot line with Lot 4 to the north which would remain zoned GB. Surrounding property uses include the new water tower and City Service Center property to the west, the Prairie Eye Clinic to the north, vacant lots to the northeast and east. The lots to the south of the proposed zone change are completely developed and occupied by single family homes with the exception of a group of 4 unit apartments at the corner of Cottage and Alumni. Allowable uses are more restrictive under the R-2 district than the GB, but do include apartment uses that have raised some concerns when surrounded by single family homes in other areas of the City. In this instance, access to the apartments will likely be off a

different street or have some separation from single family homes. Any apartments that are constructed would abut the rear of the single family homes vs. being directly across the street from or adjacent to the existing single family homes. Apartments are limited to no more than 4 units per lot in the R-2 district but in this case the lots are big enough to be subdivided.

The Planning Commission considered the amendment on October 14th and recommended approval of the zone change.

Financial Consideration: Costs for required legal notifications.

Conclusion/Recommendations: Administration recommends approval of the second reading of Ordinance 1321. As it is second reading of an ordinance, a roll call vote is needed.

ORDINANCE NO. 1321

AN ORDINANCE AMENDING CHAPTER 155, ZONING REGULATIONS, OF THE REVISED ORDINANCES OF THE CITY OF VERMILLION, SOUTH DAKOTA, SECTION 155.026 ENTITLED ADOPTION OF OFFICIAL ZONING MAP, AMENDING CHAPTER 155, ZONING REGULATIONS, OF THE 2008 REVISED ORDINANCES OF THE CITY OF VERMILLION, SOUTH DAKOTA, SECTION 155.026, ENTITLED ADOPTION OF OFFICIAL ZONING MAP, REZONING LOTS 1 AND 2 BLK 7 (ADDRESSED AS 12 SHRINER STREET AND 30 SHRINER STREET, RESPECTIVELY), AND LOT 3 BLK 5 (ADDRESSED AS 1129 COTTAGE), PARTRIDGE ADDITION TO THE CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA FROM THE GB GENERAL BUSINESS DISTRICT TO THE R-2 RESIDENTIAL DISTRICT.

BE IT ORDAINED BY THE GOVERNING BODY OF VERMILLION, SOUTH DAKOTA:

SECTION 1. That Section 155.026, Adoption of Official Zoning Map, is hereby amended as follows:

THAT LOTS 1 AND 2 BLK 7 (ADDRESSED AS 12 SHRINER STREET AND 30 SHRINER STREET, RESPECTIVELY), AND LOT 3 BLK 5 (ADDRESSED AS 1129 COTTAGE), PARTRIDGE ADDITION TO THE CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA, ARE HEREBY EXCLUDED FROM THE GB GENERAL BUSINESS DISTRICT AND INCLUDED IN THE R-2 RESIDENTIAL DISTRICT, AND THE OFFICIAL ZONING MAP IS AMENDED TO INCLUDE SUCH LAND IN THE R-2 RESIDENTIAL DISTRICT.

Dated at Vermillion, South Dakota this 3rd day of November, 2014.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

By _____
John E. (Jack) Powell, Mayor

ATTEST:

By _____
Michael D. Carlson, Finance Officer

First Reading: October 20, 2014
Second Reading: November 3, 2014
Publication: November 14, 2014
Effective Date: December 4, 2014

GB
LOTUSWOOD
226.75± Acres

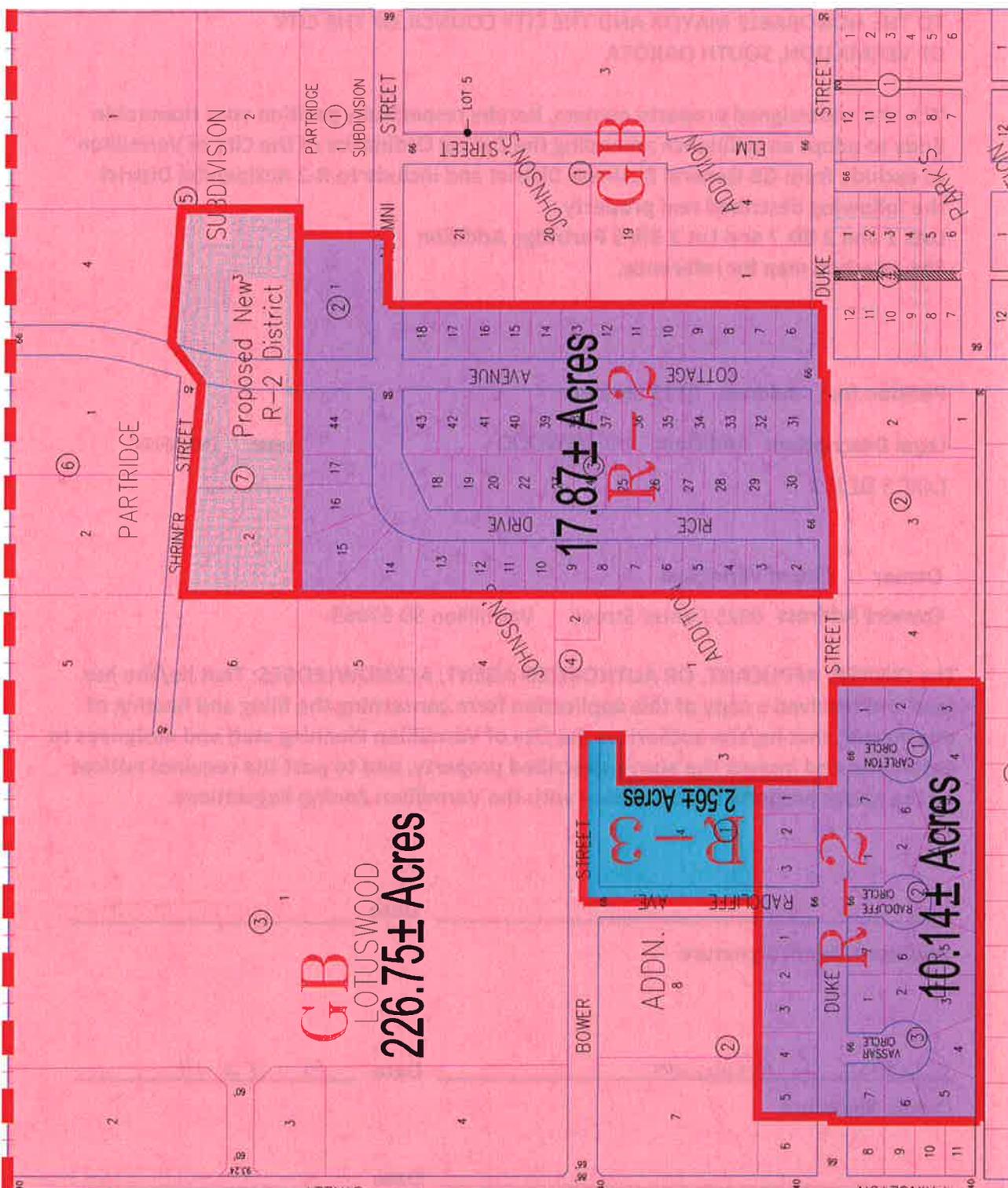
5
SUBDIVISION
2
7 Proposed New³
R-2 District

17.87± Acres
R-2

2.56± Acres
B-1

10.14± Acres
R-2

GB



PETITION FOR ZONE CHANGE

TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERMILLION, SOUTH DAKOTA

1. As authorized by § 155.101 of the City of Vermillion Zoning Ordinance (I) (we) (Name & Address):

Kevin and Cynthia Brown
1818 Constance Vermillion SD 57069

Hereby petition to rezone property owned by (Name & Address): Kevin and Cynthia Brown

From the classification GB, General Business to R-2, Residential District

2. The legal description of that part of the property to be rezoned is (include only the description of the land proposed to be rezoned. You may need to have a surveyor draft this description):

Lot 4 Blk 6 (57,499) 30 Shiner PIN 15575-00700-02000
Lot 3 Blk 6 (87,556) 1129 Cottage PIN 16575-00500-03000
Lot 1 Blk 7 Johnson Rd 1124 Cottage PIN 15575-00700-01000

Parcel Identification Number (PIN): _____

3. The proposed change is to facilitate the use of the land for (be specific-list all proposed uses):

town homes, duplex, apartment

4. Please address the following criteria as best as you can. These are the "standards for rezoning" which will be addressed at the public hearing. (Use additional sheets if necessary).

A. In detail, explain what public facilities and services serve the proposed development at present, or how they will be provided.

building new town house will provide
affordable homes for families

B. Explain how the provision for these facilities will not be an unreasonable burden to local government.

New build will look good in the community
and offer new families to move to Vermillion

C. What have you done to determine that the land is suitable for the development proposed?

at this time we have tried to go for sell
and haven't so we think it would be more
desirable for investor or

D. Explain what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.

follow building code

E. Explain any potential for conflict with existing land uses in the area.

none

(OVER)

F. Demonstrate the need of the proposed development at this location. Realtors have asked for building lot for apt and town home.

G. What is the availability of alternative locations? Be specific. not anywhere just any at this time that are listed for sale.

H. If cropland is being consumed by this Zone Change, what is the productivity of the agricultural lands involved? N/A

I. If cropland is being consumed by this zone change, explain how the proposed development will be located to minimize the amount of agricultural land converted. N/A

5. Planning Commission recommendation, The Zoning Administrator shall set the date, time and place for a Planning Commission public hearing. The Zoning Administrator shall post a sign of the public hearing on the property affected by a change of zone no less than 7 days prior to the scheduled public hearing. The notice shall be published in a legal newspaper of the city once not less than 10 days prior to the public hearing. Any person may appear in person, or by agent or attorney. Minutes of the public hearing shall be recorded and kept in the records of the City Council. The Planning Commission shall either recommend or not recommend approval of the amendment to the City Council.

6. City Council action, The Zoning Administrator shall set the date, time and place for a City Council public hearing. The Zoning Administrator shall post a sign of the public hearing on the property affected by a change of zone no less than 7 days prior to the scheduled public hearing. Any person may appear in person, or by agent or attorney. Minutes of the public hearing shall be recorded and kept in the records of the City Council. The City Council shall either approve or not approve the ordinance describing the proposed amendment or change of zone to these zoning regulations, in accordance with standard procedures for reading, approval, publication and effective date. When a proposed amendment or change of zone is approved by the City Council, the amendment shall take effect 20 days after publication, unless the referendum shall have been invoked.

7. Petitioner's Signature [Signature] Phone 670-2294 Date 7/12/14

8. Owner's Signature [Signature] Phone 670-2294 Date 7/12/14
(If different)

Date Fee Received: 8/2/14 Fee \$150.00 PAYABLE TO the City of Vermillion

FAILURE OF THE APPLICANT OR HIS AGENT TO APPEAR AT THE HEARING WILL CAUSE THE COMMITTEE TO DENY THIS APPLICATION.

Council Agenda Memo

From: John Prescott, City Manager

Meeting: November 3, 2014

Subject: Food Pantry funding request

Presenter: John Prescott

Background: As the City Council was approving the 2015 Budget, the attached request for funding from the Vermillion Food Pantry was received. As the 2015 Budget Ordinance was already prepared, the request was tabled at that time.

Discussion: The City Council reviewed the request at the October 20th Noon meeting. The consensus of the City Council was to advance the request to an evening meeting for further consideration. At that meeting, the consensus was to bring forward the request for funding at the level of \$2500.

Financial Consideration: Neither the 2014 or 2015 Budget included funding for the Food Pantry. The funding would need to come from the General Fund as the use would not meet the adopted uses of the BBB or 2nd Penny fund. The 2015 budget would need to be revised next year to account for the expenditure.

Conclusion/Recommendations: Administration recommends awarding \$2,500 of General Fund money from the 2015 budget to the Vermillion Food Pantry.

September 2, 2014

Vermillion Community Food Pantry's Request for Support

Dear Mayor Powell and City Council members,

For over 30 years, the Vermillion Community Food Pantry (VFP) has provided food assistance to low or moderate income families in Clay County, South Dakota. Since 2010, we have seen pantry use increase significantly. For example, in 2012, the VFP served 4,603 individuals in Clay County; in 2013, the number increased by 15% to 5,373. Our 2014 totals are on track to be the highest record of date; in July alone, we served 614 individuals — our highest monthly total yet — and nearly one out of every two individuals was a child.

Our statistics are reflective of hunger in Clay County. Clay County has one of the highest levels of poverty in the state. According to Feeding South Dakota, 15.6% of Clay County's population is food insecure, which means individuals' access to enough food is limited by a lack of money and other resources. The need for assistance has not yet peaked in our region, and has prompted us to begin reaching out to new sources to support our endeavors.

While the Vermillion Community Food Pantry has survived solely on funding from community members since its inception, donations are no longer keeping pace with the need for food assistance. This means the VFP has had to cut back on purchases of food and other goods to remain solvent.

With the winter months approaching, our donations of fresh produce will soon take a drastic downturn, and our supply of canned fruits and vegetables from the TEFAP commodities program will not be able to keep up with our increasing pantry usage. To aid our clients in eating healthy, balanced diets, it is essential that we stock a variety of fruits and vegetables in our pantry. Therefore, we respectfully request \$5,000 to be used toward the purchase of canned and frozen fruits and vegetables.

By supporting our produce purchases, the Vermillion City Council will allow the Vermillion Community Food Pantry to focus more of its budget on non-perishable goods, as well as on becoming an efficient and sustainable organization. We thank you sincerely for your consideration of this request!

Sincerely,

Jessica McKenzie
Executive Director
Vermillion Food Pantry

Council Agenda Memo

From: John Prescott, City Manager

Meeting: November 3, 2014

Subject: Main Street closure from Elm Street to High Street on December 5, 2014 for the VCDC Parade of Lights

Presenter: John Prescott

Background: The Vermillion Chamber of Commerce and Development Company (VCDC) is planning the sixth annual Parade of Lights. The Parade of Lights will take place this year on Friday, December 5. The parade route is the same as the 2013 route. The parade will start at Main and Elm Street and will head west to a conclusion at Market Street and W. Main Street for the tree lighting at Ratingen Platz. The Parade of Lights will begin at 6:30 pm and end around 6:45 pm. The time set for the street closure is 6:15 pm to 7:00 pm.

Discussion: The VCDC plans to contact downtown businesses to make them aware of the street closing. The VCDC staff will walk the parade route after the event to ensure that the street is clean and free from any debris. The request has been reviewed by the Fire, EMS, and Police Department. These City Departments have no concerns with the street closure request. Due to the short duration of the parade, staff has found it more effective to use a rolling street closure with Police and Street Department staff vs. a complete closure of the entire length of the parade route for the time parameters requested. There were no problems reported with previous events. The 2013 event was cancelled due to weather.

Financial Consideration: None.

Conclusion/Recommendations: Administration recommends approval of the Main Street closing from Elm Street to High Street on December 5, 2014 from 6:15 pm to 7:00 pm.

Request to Close Public Street

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

**REQUEST TO CLOSE CITY STREET
CITY OF VERMILLION**

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

Organization Requesting _____

Contact Person _____ Phone _____

Contact Person Address _____

Event _____ Date(s) of Event _____

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

Street _____ from _____ to _____

Street Closing Times _____ to _____

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

Have arrangements been made for clean up after the event and other facilities? Please describe:

If approved the contact person will need to make arrangements with the Street Department for barricades to properly denote the street closing.

Signature of applicant _____ date _____

Council Agenda Memo

From: John Prescott, City Manager
Meeting: November 3, 2014
Subject: Sculpture Walk Participation Agreement
Presenter: John Prescott

Background: During the preparation of the 2015 budget, Larry Schou made a presentation to the City Council about an opportunity to bring four public sculptures to Vermillion in August 2015. Currently, USD has six sculptures on campus that were part of a partnership with Sioux Falls Sculpture Walk. The current group of USD sculptures are set to be rotated out in August 2015. A community public art sculpture program would be coordinated with the USD program. The City Council included \$10,000 of BBB funding to support bringing four sculptures to off-campus locations in Vermillion.

Discussion: The University and City would be working with Sculpture Walk Sioux Falls to bring four public art sculptures to Downtown Vermillion. The attached Participation Agreement indicates that the City will contribute funding for the initiative and cover the insurance for the sculptures. While the exact amount of funding needed for insurance is based on the value of the sculptures that are ultimately placed in Vermillion, we anticipate that \$1,000 per year to pay the premium for insurance coverage should be sufficient. The Vermillion Sculpture Team will be responsible for securing the balance of the funding for the project. The sculptures would be in Vermillion from approximately August 2015 to August 2017.

Financial Consideration: The City has budgeted \$10,000 of BBB funding in 2015. The insurance cost would come from the General Fund.

Conclusion/Recommendations: Administration recommends approving the Participation Agreement with Sioux Falls Sculpture Walk.

SCULPTUREWALK
SIOUX FALLS
&
VERMILLION, SD
SCULPTURE LEASE PROGRAM PROPOSAL
("VERMILLION PROGRAM")

2-yr lease plan

Lease of 4 sculptures at \$1,500 per year	\$6,000
Delivery/pickup of sculptures to City	\$1,000
Artists travel expense at \$250 each	\$1,000
Purchase & Delivery of 2 pedestals (first year expense)	\$2,500
Welder expense	\$ 200
Nameplates \$110 for 2 each	\$ 440
Nameplate frames at \$150 each (first year expense)	<u>\$ 600</u>
SD Sales Tax – 6%	<u>\$ 704</u>
Total	\$12,444

Second year estimated expense with 4 sculptures \$6,360

Jim Clark
605-838-8102
sculpturewalk@gmail.com

PARTICIPATION AGREEMENT

The City of Vermillion (City) will participate in a project with Vermillion Sculpture Team (VST) and Sioux Falls SculptureWalk (SFSW) in order to develop the “Vermillion Program” described in the foregoing Sculpture Lease Program Proposal into a successful high-quality public sculpture program.

Consultation

Jim Clark, director of SFSW will consult with VST on all aspects of developing and managing a successful sculpture program, including securing artists and sculptures to participate in the “Vermillion Program.” The VST is not appointed by the City but has City leadership participation.

Term

The City understands the term of this agreement between VST and SFSW to be as follows: the first sculpture cycle term will be for two years from August 2015 to August 2017. The relationship between VST and SFSW may be extended upon mutual agreement of the parties. The partnership relationship may be terminated at any time with or without cause with 30-day written notice. VST shall be responsible for all payments up to the time of termination.

Conditions

The City understands the conditions between VST and SFSW to be:

- 1) All “Vermillion Program” work will be conducted and managed by VST.
- 2) The partnership relationship is to be promoted on program promotional items and nameplates. All signage and other “Vermillion Program” elements will need to be mutually approved by VST and SFSW to meet each partner’s standards.
- 3) SFSW will promote the partnership with VST in “Vermillion Program” brochures and website.
- 4) The SFSW Logo (Stickman) may be used by VST during the term of this Agreement, provided all such use is approved in advance by the SFSW. In the event this Agreement is terminated, all use of the SFSW Logo shall be revoked and returned to SFSW.

Sculptures

- 1) SFSW will conduct a Call to Sculptors and provide a group of sculptures for VST to select for the upcoming sculpture year 2-year lease from approximately August 2015 to August 2017. VST will lease a minimum of four sculptures for display in downtown Vermillion for a two-year term, the first term from August 2015 to August 2017. Additional sculptures may be added upon mutual agreement of both parties.

- 2) SFSW will deliver sculptures to VST at the beginning of the sculpture year lease and pick up at the end of the year. Artists may also deliver/pickup their sculptures to/from VST at those times.
- 3) VST will be asked to promote the sale of sculptures. Artists participate in SFSW and the lease program for the primary reason to sell their sculptures. If sales are not made, artists may decide not to participate and the quality of the program may decline. When a sculpture is sold, the VST will receive 15% commission and SFSW 10% commission.

Insurance

During the inaugural first two years of the Agreement, the City agrees to provide and maintain in full force and effect commercial general liability insurance with combined single limit of not less than \$1,000,000.00. City will provide SFSW a 30-day advance notice of cancellation of insurance. The City's insurer must add SFSW to the policy as an additional insured and must do so by endorsement of policy. All sculptures must be insured for liability damage to the public and general casualty coverage. As an option, general casualty insurance coverage on the sculptures can be purchased through SFSW. The City will contribute up to \$1,000 to cover the cost of insurance.

Funding

The City has budgeted \$10,000 to assist with securing the sculptures other expenses to bring the inaugural four sculptures to Vermillion as part of supporting VST and promoting the "Vermillion Program." The \$10,000 is in addition to the up to \$1,000 cost of insurance noted above.

Hold Harmless

Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

No Guaranty

The goal is for the "Vermillion Program" to be very successful. There are many elements that must come together to achieve that goal. VST and not SFSW will be considered responsible for the success of the program.

City of Vermillion
Date:

SF SculptureWalk Representative
Date:

Vermillion Sculpture Team Representative

Date:

Council Agenda Memo

From: Andy Colvin, Assistant City Manager

Meeting: November 3, 2014

Subject: First Reading of Ordinance 1322 - Rezoning certain real property, located within the City of Vermillion and Clay County Joint Jurisdictional Zoning Area, from the A-1, Agricultural District, District to the LI, Light Industrial District

Presenter: Andy Colvin

Background: Sarah Chadima and Richard Hammond own property adjacent to City limits on 317th Street, north of Johnson Feed, Inc. The owners approached the County about constructing a shop building. In order to construct a contractor's shop and office, the property needs to be zoned Industrial. With the exception of the area to the south, all of the surrounding land is zoned A-1 Agricultural. City limits border the property on the south, which is zoned Heavy Industrial.

Discussion: A committee composed of city and county elected officials and planning commissioners developed the joint zoning regulations with the assistance of staff and SECOG. During those discussions, a major concern from the County was to avoid scattered development on the fringe areas of the City; instead promoting development that can easily be annexed and served by the City. This concern was echoed by City officials as well.

The City and County Planning Commissions met jointly on October 27th and recommended approval of the zone change. Items the Planning Commission considered in making the recommendation include:

- The future land use map – the comprehensive plan calls for this area to be primarily industrial according to the future land use map. With this in mind, the proposed change is consistent with the comprehensive plan.
- Access and utilities – the property is adjacent to 317th Street, which serves the property with respect to access. Rural utilities will serve the property until annexation takes place in the future, at which time the City would provide the utilities.

It should be noted that platting will be required prior to construction taking place on the lots.

Adoption of amendments to the joint zoning regulations works differently than other City ordinances. In order to ensure both bodies adopt the same document, the public hearing and adoption takes place at the second reading. Therefore, each body will have first reading of the ordinance separately.

Financial Consideration: Under the joint zoning ordinance, the County collects application fees and posts the required legal notifications. The City will incur a cost for publishing the ordinance after adoption.

Conclusion/Recommendations: Staff doesn't foresee any issues related to the proposed rezone. According to the Future Land Use Map, the area is planned for industrial uses. If both bodies pass first reading, the ordinance will be presented at a joint meeting for final adoption and public hearing. The meeting is tentatively scheduled for November 25th.

Administration recommends approval of the first reading of Ordinance 1322.

CLAY COUNTY REZONING PETITION

REZONING PETITION 01

Petition Fee - \$150^{81/75} cash

SECTION 1: APPLICANT/OWNER INFORMATION

	APPLICANT INFORMATION	OWNER INFORMATION	
NAME	Chadima Properties, LLC	Sarah Chadima + Richard Hammond	
ADDRESS	415 Oakmont Dr. Vermillion SD 57069		
TELEPHONE	605-670-2321		
FAX			
EMAIL	rhammond@vyn.midco.net		

SECTION 2: PROPERTY INFORMATION

STREET ADDRESS	land west of 1408 317 th street, Vermillion, SD 57069		
LEGAL DESCRIPTION	south 175 feet of East 633.49 feet of the west 1205.35 feet and south 175 feet of East 422.27 feet of the west 1625.62 feet of Heikes Tract #4 in SE 1/4, SE 1/4, SW 1/4, SE 1/4 of Section 7, T92N,		
TOWNSHIP NAME & SECTION #	T92N, R51W (Fairview) section 7	ZONING DISTRICT	R 51 W, Clay Co, SD A-1

SECTION 3: ZONING DISTRICT/LAND USE OF ADJACENT PROPERTY

North	A-1	South	H-1
East	A-1	West	A-1

SECTION 4: REASON FOR REZONING PETITION

To allow development of the property as a contractor's shop to house our digging equipment, an office for our business, and warehouse for storage of supplies/materials.
Request rezone to Light Industrial.

Signature	Richard Hammond Sarah Chadima
Date	Sept 20, 2014

The applicant may be required to provide additional information and/or records.

Date Created: 9/22/2014



Overview



Legend

- Corporate Limits
- PLS Townships
- Parcels
- Roads

Parcel ID	11000-09251-074-06	Alternate ID	130025517	Owner Address	CHADIMA PROPERTIES LLC
Sec/Twp/Rng	7-92-51	Class	FARM		415 OAKMONT DR
Property Address		Acreage	2.49		VERMILLION SD 57069-
District	VERMILLION TWP - VERMILLION SCH				
Brief Tax Description	S 175' OF E 633.49' OF W 1203.35' OF HEIKES TRACT 4 SE 1/4 SE 1/4, SW 1/4 SE 1/4, S 1/2 SW~1/4 NE 1/4 SE 1/4, E 1/2 SE 1/4 SE 1/4 NW 1/4 SE 1/4 & E 23.5 A OF~S 1/2 LOT 1 7-92-51 VERMILLION TWP~ (Note: Not to be used on legal documents)				

Last Data Upload: 9/20/2014 11:06:50 PM

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Overview



Legend

- Corporate Limits
- PLS Townships
- Parcels
- Roads

Parcel ID	11000-09251-074-07	Alternate ID	130025518	Owner Address	CHADIMA PROPERTIES LLC 415 OAKMONT DR VERMILLION SD 57069-
Sec/Twp/Rng	7-92-51	Class	FARM		
Property Address		Acres	1.68		
District	VERMILLION TWP - VERMILLION SCH				
Brief Tax Description	S 175' OF E 422.27' OF W 1,625.62' HEIKES TRACT 4 SE 1/4 SE 1/4, SW 1/4 SE 1/4, S 1/2 SW~1/4 NE 1/4 SE 1/4, E 1/2 SE 1/4 SE 1/4 NW 1/4 SE 1/4 & E 23.5 A OF~S 1/2 LOT 1 7-92-51 VERMILLION TWP~ (Note: Not to be used on legal documents)				

Last Data Upload: 9/20/2014 11:06:50 PM

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ORDINANCE NO. 1322

AN ORDINANCE AMENDING APPENDIX A, 2012 JOINT ZONING REGULATIONS FOR CLAY COUNTY AND THE CITY OF VERMILLION, CHAPTER 2, SECTION 2.03(A) ZONING MAP, BY REZONING CERTAIN REAL PROPERTY FROM THE A-1, AGRICULTURAL DISTRICT, DISTRICT TO THE LI, LIGHT INDUSTRIAL DISTRICT

BE IT ORDAINED, BY THE GOVERNING BODY OF VERMILLION, SOUTH DAKOTA:

That Section 2.03(A) is hereby amended as follows:

That the South 175 feet of the East 422.27 feet of the West 1,625.62 feet of Heikes Tract 4, a subdivision of the SE1/4 SE1/4, SW1/4 SE1/4, the S1/2 SW1/4 NE1/4 SE1/4, the E1/2 SE1/4 SE1/4 NW1/4 SE1/4, and the East 23.5 acres of the S1/2 of Lot 1 of the SW1/4, Section 7, T92N, R52W of the 5th P.M. and the South 175 feet of the East 633.49 feet of the West 1,203.35 feet of Heikes Tract 4, a subdivision of the SE1/4 SE1/4, SW1/4 SE1/4, the S1/2 SW1/4 NE1/4 SE1/4, the E1/2 SE1/4 SE1/4 NW1/4 SE1/4, and the East 23.5 acres of the S1/2 of Lot 1 of the SW1/4, Section 7, T92N, R52W of the 5th P.M., is hereby rezoned from the A-1 Agricultural District to the LI Light Industrial District, and the official zoning map referred to in Section 2.03(A) of the 2012 Joint Zoning Regulations for Clay County and the City Of Vermillion, is amended to include such land in the LI Light Industrial District.

Dated at Vermillion, South Dakota this 25th day of November, 2014.

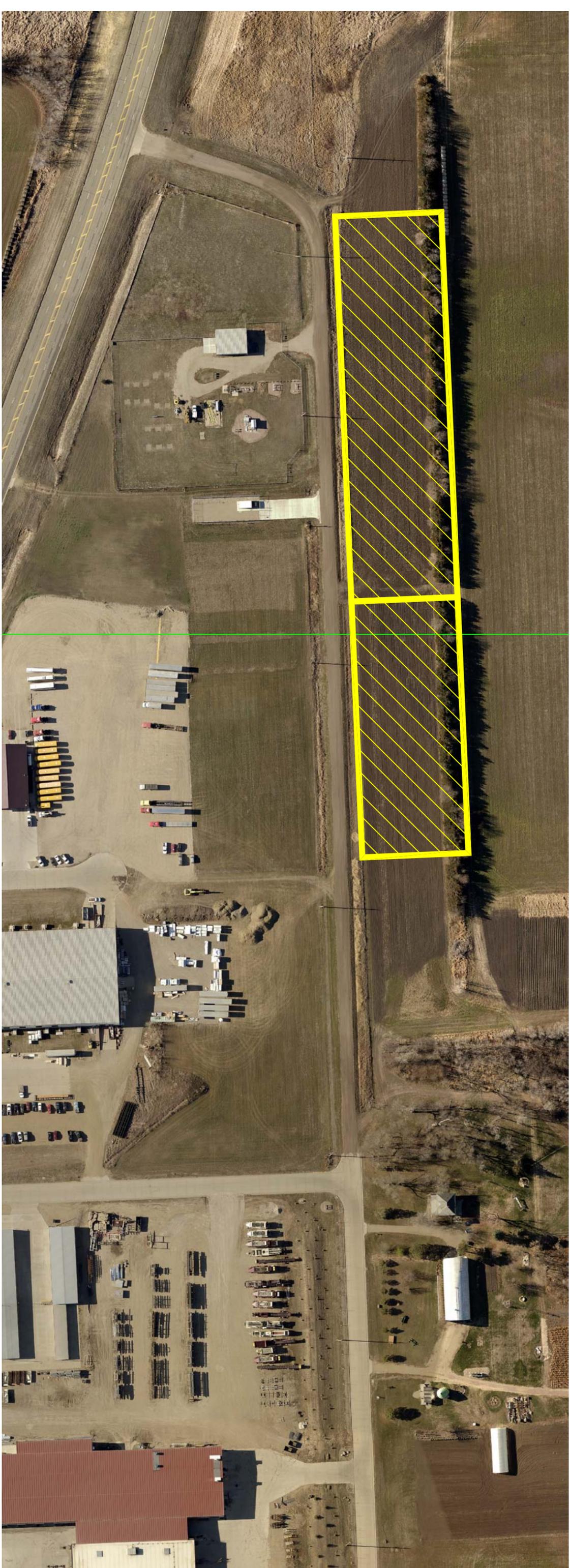
THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

John E. (Jack) Powell, Mayor

ATTEST:

Michael D. Carlson, Finance Officer

First Reading: November 3, 2014
Second Reading: November 25, 2014
Publication: December 5, 2014
Effective Date: December 26, 2014



Council Agenda Memo

From: Andy Colvin, Assistant City Manager

Meeting: November 3, 2014

Subject: Resolution Approving Option to Lease and Site Lease Agreement with Brookings Municipal Utilities d/b/a Swiftel Communications for the construction and maintenance of wireless communications facilities in Lions Park

Presenter: Andy Colvin

Background: Swiftel Communications, a division of Brookings Municipal Utilities, currently leases space on the Market Street Water Tower for their wireless communications antennas. Since the City's plans are to abandon and demolish the Market Street Tower in the coming months as the new water tower north of the Service Center is complete, Swiftel must find a new location for their communications facilities.

Swiftel obtained a variance and Conditional Use Permit from the City in July 2014 for the location of a proposed tower in Lions Park (Clay County Fairgrounds) near the demolition derby arena. The next step in the process is to develop a land lease agreement, which is proposed for approval.

Discussion: Staff began working on a land lease agreement in August 2014 once the variance and Conditional Use Permit were approved. Since the City owns the property where the tower is to be built, a lease agreement is necessary to provide for the construction and ongoing maintenance of the premises. The agreement outlines all of the parties' respective responsibilities, conditions for termination of the agreement, access easements and liability. The agreement provides for an initial term of five (5) years with five (5) renewals of five (5) years each.

The agreement is worded so that there is an option on the land until March 31st, 2015. Upon exercising the option between now and March 31st, the agreement will become a lease for the land. Once the agreement is approved and executed, Swiftel will begin installing the necessary underground utilities to serve the premises. The tower will then be bid and construction will take place over the winter with the new antenna going live by March 31st. Antennas located on the Market Street tower will be removed no later than April 1st 2015, with the remaining building and concrete pad removed no later than June 1st, 2015.

Financial Consideration: With each renewal, the rent will increase. The initial rent for the land will generate approximately \$8,400 in revenue per year for the first 5 years. With each 5 year renewal the rent will increase by 110% of the previous term. Revenue generated from rent will go into the City's general fund. In addition, Swiftel has provided the \$500 payment for the option to lease.

Conclusion/Recommendations: The City Attorney has reviewed the attached lease agreement and Administration would recommend approval.

STATE: South Dakota
CITY: Vermillion
COUNTY: Clay
CELL ID: DM05BK332

OPTION TO LEASE AND SITE LEASE AGREEMENT

THIS OPTION TO LEASE AND SITE AGREEMENT (the “Lease”) is entered as of the 4th day of November, 2014 (“Execution Date”), between **City of Vermillion** (“Landlord”) and, **Brookings Municipal Utilities** (“Tenant”).

1. Option to Lease:

- (a.) In consideration of the payment of Five Hundred Dollars (\$500) (the “Option Fee”) by Tenant to Landlord, Landlord hereby grants to Tenant an option to Lease the use of a portion of the real property described in attached Exhibit A (the “Property”), on the terms and conditions set forth herein (the “Option”). The Option shall be for an initial term of Five (5) months, commencing on November 4th, 2014 and ending March 31st, 2015 (the “Option Period”).
- (b.) During the Option Period, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant’s expense, all licenses and/or permits or authorizations required for Tenant’s use of the Property from all applicable government and/or regulatory entities (the “Governmental Approvals”), and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, perform surveys, soil tests, and other engineering procedures and/or environmental investigations or economic feasibility studies on, under and over the Property, necessary to determine that Tenant’s intended use of the Property will be compatible with Tenant’s plans, engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the option by so notifying Landlord in writing, which shall be delivered to Landlord at the address specified in paragraph 17 hereof.
- (c.) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant (this “Lease”) the use of that portion of the Property, together with easements for access and utilities described and depicted on attached Exhibit B (collectively, the “Premises”)

The Premises are on a portion of Section 13, Township 92N, Range 52W, Clay County, South Dakota State, comprises approximately 625 square feet plus easements for access and utilities on the Property.

2. **Term.** The initial term of this Lease shall be five years, commencing upon written notification by Tenant of Tenant's exercise of Option hereinafter defined as "Commencement Date" and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

3. **Permitted Use.** The Premises may be used by Tenant only for permitted uses, which are the transmission and reception of wireless telephone and radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable governmental and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenants engineering specifications, system, design operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. Landlord agrees that Tenant shall have the right to immediately terminate this Lease without any penalty or liability, if Tenant notifies Landlord of unacceptable results of any title report or of the survey or soils tests. Landlord agrees that if, based on the result of any environmental investigation or inquiry, Tenant determines that the condition of the Property is unsatisfactory or if Tenant believes that leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability, Tenant may, without any penalty or liability, immediately terminate this Site Lease Agreement.

4. **Rent:**

- (a) Upon the Commencement Date, Tenant shall pay Landlord as rent, the sum of Seven Hundred (\$700.00) Dollars per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to (landlord), at Landlord's address specified in paragraph 17 below.
- (b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid unused Rents for such month after proration shall be refunded to Tenant.
- (c) Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

5. **Renewal.** Tenant shall have the right to extend this Lease for five additional, five-year terms (“Renewal Term”). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall increase after each term to an amount equal to one hundred and Ten percent (110%) of the Rent for the immediately preceding five-year term. The monthly Rent for each renewal term shall be:

First renewal term	\$ 770.00 per month
Second renewal term	\$ 847.00 per month
Third renewal term	\$ 931.70 per month
Fourth renewal term	\$ 1,024.87 per month
Fifth renewal term	\$ 1,127.35 per month

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant’s intention not to renew this Lease, at least one hundred eighty (180) days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. **Interference.** Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or other tenants or licensees of Landlord, with rights to the Property prior in time to Tenant (subject to Tenant’s rights under this Lease). Similarly, Landlord shall not use , nor shall Landlord permit its tenants, licensees, employees, invitees or agents, to use any portion of Landlord’s properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice.

7. **Improvements.**

(a.) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitations an antenna tower and base, and any number of radio transmitting and receiving equipment and antennas and an electronic equipment shelter as described on attached Exhibit C, (collectively, the “Antenna Facilities”). Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant throughout the term of this Lease, and Tenant shall have the right to remove the Antenna Facilities following any termination of this Lease, and to restore the site as reasonably as possible to its condition prior to this Lease, normal wear and tear excepted.

- (b.) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities and may construct and maintain an appropriate fence around the base of the tower, subject to local laws and ordinances. Such fence may cover any or all of the premises including the construction of a fence.
- (c.) Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease and in accordance with applicable laws, regulations and ordinances.
- (d.) Tenant shall be responsible for damage to Premises and adjacent area to Premises, including landscaping, incurred as a result of tower construction and subsequent maintenance of the antenna structure that is caused by Tenant and/or the Tenant's agent(s), employees or contractors.

8. **Utilities.** Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense and with permission from Landlord, and to improve the present utilities on the Premises. As partial consideration for rent paid under this Lease, Landlord hereby grants an easement as set forth in attached Exhibit B, said easement to run concurrently with the term of this Lease, to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities, provided the location of the easement is subject to Landlord's prior approval, such approval shall not be unreasonably withheld or delayed.

9. **Access.**

- (a.) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. An Easement provided hereunder shall have the same term as this Lease.
- (b.) Tenant shall have 24-hours-a-day, 7 days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

10. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

- (a.) if Tenant fails to pay amounts due under this Lease within fifteen (15) days of its receipt of written notice that such payments are overdue.
- (b.) if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written

notice of breach; or such longer period as may be mutually agreed to diligently complete a cure commenced within the 30-day period.

- (c.) Failure by Tenant to satisfy any judgment against the Tenant or for an obligation that Landlord incurs as a result of the occupation and use of Premises by Tenant.

11. **Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

- (a.) upon twenty (20) days' written notice in the event of a Default (as defined above);
- (b.) upon ninety (90) days' written notice by Tenant if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the operation of the Antenna Facilities or Tenant's business.
- (c.) immediately upon written notice if the Premises or the Tower or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid and unused by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate in an amount mutually agreed upon by the parties until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;
- (d.) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Property or Tower unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property or Tower to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
- (e.) After one year if the tower is not built.
- (f.) After one year if the tower is not rebuilt after having been destroyed.

12. **Taxes.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises if so required. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Tenant's use of the Property or the Premises, and Landlord agrees to furnish proof of such increase to Tenant.

13. **Default by Landlord.** If Landlord fails to perform any of its obligations under this Lease, and such failure impairs or interferes with Tenant's Permitted Use of the Premises, Tenant may give Landlord written notice thereof at any time. If Landlord does not cure such failure within thirty (30) days after receipt of such written notice from Tenant, Tenant may, at its option and without obligation and in addition to any other rights or remedies available to Tenant hereunder or under applicable law, thereafter perform such obligation or other appropriate curative action on behalf and at the expense of Landlord and do all necessary work and make all necessary payments in connection therewith, and Landlord shall, on demand, pay Tenant the amount so paid by Tenant. If Landlord fails to pay Tenant such costs after a fifteen (15) day notice to Landlord, Tenant may submit its claim to a mediator mutually agreed upon by the parties.

14. **Insurance and Subrogation:**

- (a.) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000.00. Tenant's insurance coverage will be primary to Landlord's.
- (b.) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder if allowed under the provisions of said policies.

15. **Hold Harmless.** Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Tenant's Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

16. **Right of First Refusal.** During the term of this Lease, as extended, Landlord shall, prior to selling the Premises or any portion thereof, notify Tenant in writing of the sale price and terms offered by a third party, together with a copy of the third-party offer. Tenant shall have the right of first refusal to purchase the Premises or the portion to be sold, on the same terms and conditions (or cash-equivalent terms, if a property exchange is proposed) by giving landlord notice of its intention to purchase the same within thirty (30) days of receipt of Landlord's notice. If Tenant gives no such notice of intention to purchase the Premises, Landlord may sell the Premises to the third party on the stated terms and price, as long as such sale closes within six (6) months of the date of the third party's offer.

17. **Notices.** Any notice in this Lease provided to be given, made, or accepted by either party to the other must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified mail, and addressed to the party to be notified, with return receipt requested, (b) by delivering the same to such party, or agent of such party, and (c) by Federal Express, United Parcel Service, Express mail, or any other reputable overnight courier delivery service. Notice deposited in the mail in the manner hereinabove described shall be effective from and after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the party's shall, until changed as provided below, be as follows:

If to Tenant, to: Brookings Municipal Utilities
525 Western Avenue
P.O. Box 588
Brookings, SD 57006
ATTN: Exec. VP and General Manager

If to Landlord, to: City of Vermillion
25 Center Street
Vermillion, SD 57069
ATTN: City Manager

18. **Quiet Enjoyment, Title and Authority.** The parties acknowledge that the premises is leased by Landlord to Clay County, South Dakota for use as fairgrounds. The parties agree that Tenant's use of the premises will not interfere with Clay County, South Dakota fairgrounds operation and usage.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Property and Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

19. **Assignment and Subleasing.**

- (a.) Provided Landlord's rights and interests are not adversely affected, Tenant may assign the Lease to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublet this Lease, upon notice to Landlord, only if such sublease is subject to the provisions of the Lease. All other assignments of this Lease must be approved by Landlord, which approval will not be unreasonably withheld.
- (b.) Landlord has the right to co-locate on the tower and become a Sub-Tenant under the same terms, conditions and non-Interference requirements as other Sub-Tenants. As Sub-Tenant, Landlord shall not use the Premises in any way which interferes with the use of the Property by Landlord, Tenant or other Sub-Tenants

with rights to the property prior in time to Landlord's exercise of right to become a Sub-Tenant. Such interference shall be deemed a material breach by the Landlord, who shall, upon notice from the Tenant, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate the Sub-Tenancy Lease with Landlord immediately upon notice.

20. **Successors and Assigns.** This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. **Waiver of Landlord's Lien.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

22. **Confidentiality.** Pursuant to this Lease, Landlord may receive Tenant's Confidential Materials. Such Tenant's Confidential Materials may be of a non-public, confidential or proprietary nature and this Section 23 pertain to maintaining the confidentiality of such information and materials. The phrase "Tenant's Confidential Materials" shall include all information and material furnished by Tenant or its officers, directors, employees, agents or attorneys in connection with this Lease, whether furnished before or after the date hereof, and regardless of the manner in which such information and materials are obtained by or delivered to Landlord.

23. **Miscellaneous.**

- (a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.
- (b.) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonable request.
- (c.) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.
- (d.) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.
- (e.) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.
- (f.) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(g.) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

The Effective Date of this Lease is as of the 4th day of November, 2014.

LANDLORD: City of Vermillion

BY: John Prescott
ITS: City Manager

TENANT: Brookings Municipal Utilities

BY: Steve Meyer
ITS: Executive VP and General Manager

EXHIBIT A

To the Option to Lease and Site Lease Agreement
Dated November 4th, 2014
between City of Vermillion as Landlord,
and, Brookings Municipal Utilities as Tenant

Legal Description

The property is legally described as follows:

The North 25.00' OF THE SOUTH 314.50' OF THE WEST 25.00' OF THE EAST 599.00'
OF THE N ½ NE ¼ SW ¼ OF SECTION 13, T92N, R52W, 5TH P.M., CITY OF
VERMILLION, CLAY COUNTY, SOUTH DAKOTA

Address: 602 High Street, Vermillion, South Dakota 57069

EXHIBIT B

To the Option to Lease and Site Lease Agreement
Dated November 4th, 2014
between City of Vermillion as Landlord,
and Brookings Municipal Utilities as Tenant

PREMISES

The Premises (Including easements) is legally described as follows:

The North 25.00' OF THE SOUTH 314.50' OF THE WEST 25.00' OF THE EAST 599.00'
OF THE N ½ NE ¼ SW ¼ OF SECTION 13, T92N, R52W, 5TH P.M., CITY OF
VERMILLION, CLAY COUNTY, SOUTH DAKOTA

Address: 602 High Street, Vermillion, South Dakota 57069

Site Utility easement is legally described as follows:

a perpetual easement, including the right to ingress and egress, to construct and maintain all Utilities on, under, and through the above described property, more distinctively described as the West Ten Feet (W 10') of the East Five Hundred Ninety Nine Feet (E 599') of the North One Half (N ½) excluding the South Three Hundred Fourteen Point Fifty Feet (S 314.50') of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Thirteen (13), Township Ninety Two (92) North, Range Fifty Two (52) West of the 5th P.M., City of Vermillion, Clay County, South Dakota.

Site Access easement is legally described as follows:

The South Three Hundred Fourteen point Fifty Feet (S 314.50') of the West Three Hundred Fifty Feet (W 350') of the East Five Hundred Ninety Feet (E 599') of the North One Half (N ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Thirteen (13), Township Ninety Two (92) North, Range Fifty Two (52) West of the 5th P.M., City of Vermillion, Clay County, South Dakota.

EXHIBIT C

To the Option to Lease and Site Lease Agreement
Dated November 4th, 2014
between City of Vermillion as Landlord,
and Brookings Municipal Utilities as Tenant

Plan and Equipment

TO BE PROVIDED BY TENANT, SUBJECT TO LANDLORD'S APPROVAL

THIS LEASE IS THE PROPERTY OF:
Brookings Municipal Utilities
415 4th Street PO Box 588
Brookings, SD 57006-0588

STATE: South Dakota
CITY: Vermillion
COUNTY: Clay
CELL ID: DM05BK332

MEMORANDUM OF LEASE

BETWEEN

("Landlord") AND ("Tenant")

An Option to Lease and Site Lease Agreement (the "Lease") between _____ ("Landlord") and ("Tenant") was made regarding real property, (the "Property") described in the attached Exhibit A. Tenant's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities described and depicted in attached Exhibit B, as provided in the Lease.

The date of execution of the Lease was _____. Subject Lease is for an Initial Option term of five (5) years and shall commence upon the Effective Date and terminate at midnight on the last day of the month in which the fifth annual anniversary of the Effective Date shall have occurred. Tenant shall have the right to extend this Lease for five additional 5-year terms

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this _____ day of _____, 20__.

LANDLORD:

BY:
ITS:

TENANT:

BY: Steve Meyer
ITS: Executive Vice President / General Manager

EXHIBIT A

To the Memorandum of Lease
dated _____
between **City of Vermillion** as Landlord,
and, as **Brookings Municipal Utilities** as Tenant

LEGAL DESCRIPTION

The property is legally described as follows:

The North 25.00' OF THE SOUTH 314.50' OF THE WEST 25.00' OF THE EAST 599.00'
OF THE N ½ NE ¼ SW ¼ OF SECTION 13, T92N, R52W, 5TH P.M., CITY OF
VERMILLION, CLAY COUNTY, SOUTH DAKOTA

Address: 602 High Street, Vermillion, South Dakota 57069

EXHIBIT B

To the Memorandum of Lease
dated _____
between **City of Vermillion** as Landlord,
and, as **Brookings Municipal Utilities** as Tenant

PREMISES DESCRIPTION

The Premises (Including easements) is legally described as follows:

The North 25.00' OF THE SOUTH 314.50' OF THE WEST 25.00' OF THE EAST 599.00'
OF THE N ½ NE ¼ SW ¼ OF SECTION 13, T92N, R52W, 5TH P.M., CITY OF
VERMILLION, CLAY COUNTY, SOUTH DAKOTA

Address: 602 High Street, Vermillion, South Dakota 57069

Site Utility easement is legally described as follows:

a perpetual easement, including the right to ingress and egress, to construct and maintain all Utilities on, under, and through the above described property, more distinctively described as the West Ten Feet (W 10') of the East Five Hundred Ninety Nine Feet (E 599') of the North One Half (N ½) excluding the South Three Hundred Fourteen Point Fifty Feet (S 314.50') of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Thirteen (13), Township Ninety Two (92) North, Range Fifty Two (52) West of the 5th P.M., City of Vermillion, Clay County, South Dakota.

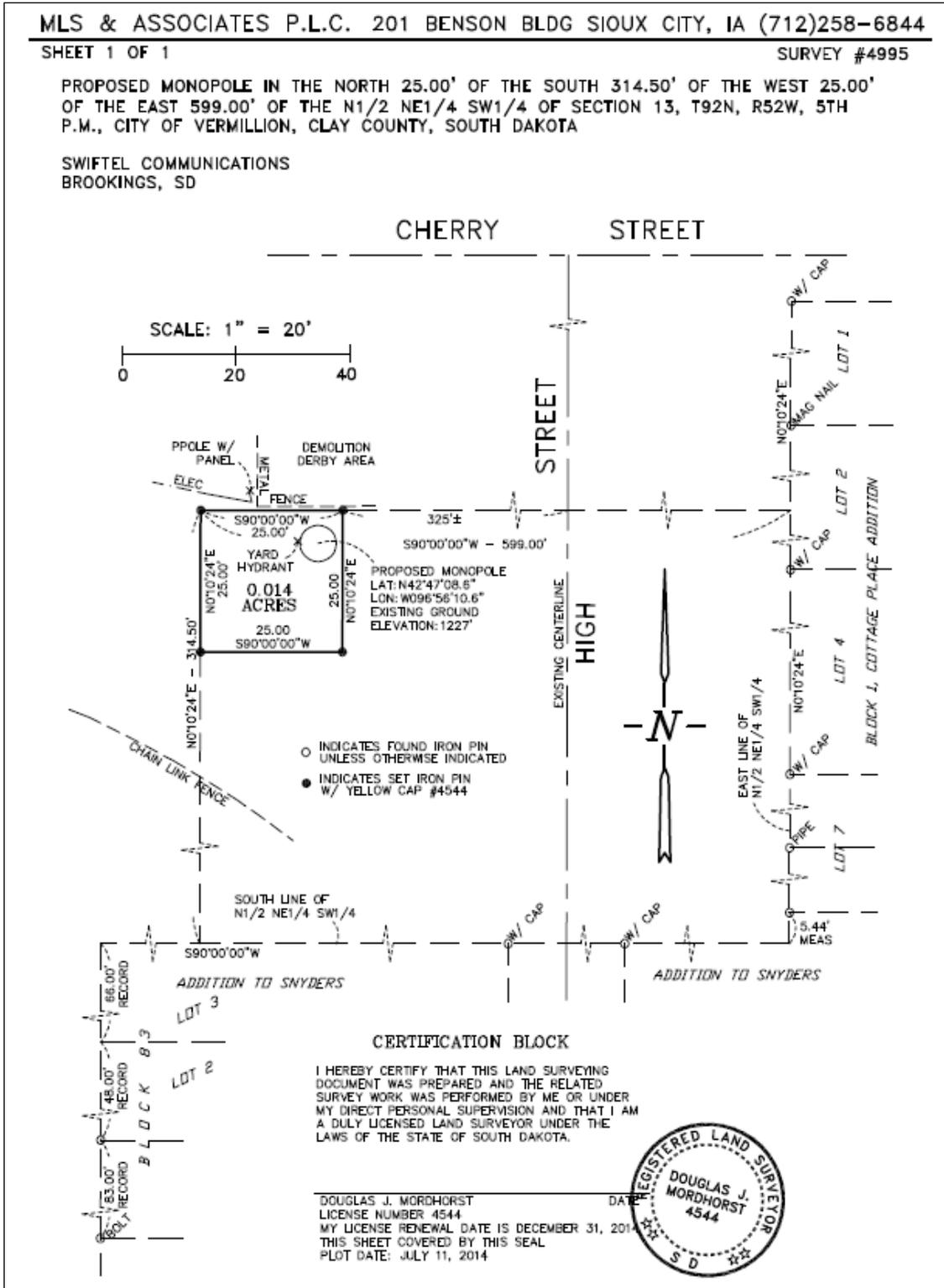
Site Access easement is legally described as follows:

The South Three Hundred Fourteen point Fifty Feet (S 314.50') of the West Three Hundred Fifty Feet (W 350') of the East Five Hundred Ninety Feet (E 599') of the North One Half (N ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Thirteen (13), Township Ninety Two (92) North, Range Fifty Two (52) West of the 5th P.M., City of Vermillion, Clay County, South Dakota.

EXHIBIT B

Continued

Site Survey:



**RESOLUTION
APPROVING OPTION TO LEASE AND SITE LEASE AGREEMENT**

WHEREAS, the City of Vermillion wishes to lease land in Lions Park to Brookings Municipal Utilities d/b/a Swiftel Communications for the purposes of constructing a wireless communications tower; and

WHEREAS, a Conditional Use Permit and Variance was approved by the Vermillion Planning Commission and Board of Adjustment, respectively, for the location and construction of the proposed Tower; and

WHEREAS, the proposed tower will ensure continued wireless service for the community; and

WHEREAS, City staff and Swiftel Communications have negotiated the terms of the land lease in good faith.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF VERMILLION, SOUTH DAKOTA:

1. That the Option to Lease and Site Lease Agreement and accompanying exhibits, copies of which are attached and made a part hereof, be approved both as to form and content.
2. That the City Manager is authorized to sign and execute said Agreement for and on behalf of the City of Vermillion.
3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

Dated at Vermillion, South Dakota this 3rd Day of November, 2014.

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

By _____
John E. (Jack) Powell, Mayor

ATTEST:

By _____
Michael D. Carlson, Finance Officer

Council Agenda Memo

From: Mike Carlson, Finance Officer
Meeting: November 3, 2014
Subject: Write-off of old Accounts Receivable
Presenter: Mike Carlson

Background: The City bills for utilities, landfill fees, ambulance service, and other miscellaneous items (weed and snow tagging, mowing or snow removal, damage to city property, etc.). These billings are considered accounts receivable of the City and, as such, are recorded on the accounting records. To remove uncollectible items, the City Council must take action as required per the following state statute:

9-22-4 Assignment of delinquent accounts receivable--Disposition of uncollectible accounts. Every municipality may assign for collection any or all delinquent accounts receivable. After reasonable collection efforts, the governing body may determine that an account is uncollectible and, by formal action, direct that the uncollectible amount be removed from the records and disclosed on that year's financial report. Evidence of the debt removed from the records by the formal action of the governing body shall be retained by the municipality to support possible subsequent collection of that debt.

Discussion: This action will remove the accounts from the accounting records but collection efforts will continue. The accounts have been sent to small claims court, or a collection agency, unless they were discharged by bankruptcy. The accounts are as follows:

Utility accounts receivable	
107 accounts	\$30,910.49
General accounts receivable	
9 accounts	2,600.42
Ambulance	
134 accounts	76,290.96

The lists of all these accounts are on file in the Finance Office. As accounts are confidential, the list of individual names and amounts has not been included in your packets.

Attached is a spreadsheet with a summary of account write-off for the last ten years.

Financial Consideration: There is no cost to the City to remove the accounts.

Conclusion/Recommendations: Administration recommends that a motion be made to remove the old utility accounts of \$30,910.49, general accounts receivable of \$2,600.42 and ambulance accounts receivable of \$76,290.96 from the accounting records, but to continue collection efforts.

City of Vermillion
 Summary of Accounts Receivable Write-off
 For the Years 2005-2014

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
Utility Accounts Receivable	\$30,910	\$45,166	\$32,817	\$31,655	\$31,024	\$20,098	\$35,602	\$29,830	\$27,730	\$21,645
Number of accounts	107	161	139	119	143	131	171	134	149	123
Annual Billing	\$9,865,132	\$9,977,996	\$9,567,937	\$9,171,755	\$8,387,257	\$7,878,919	\$7,430,781	\$6,877,402	\$6,418,237	\$5,657,425
Percentage of Annual Billing	0.31%	0.45%	0.34%	0.35%	0.37%	0.26%	0.48%	0.43%	0.43%	0.38%
General Accounts Receivable	\$2,600	\$320	\$984	\$3,240	\$875	\$348	\$1,272	\$1,535	\$1,849	\$451
Number of Accounts	9	5	8	22	16	9	15	18	16	8
Return Checks amounts	\$0	\$100	\$565	\$417	\$754	\$215	\$130	\$728	\$436	\$974
Number of Checks		1	4	4	10	5	4	6	7	10
Ambulance Receivable	\$76,291	\$135,816 * Note 1		\$53,544	\$33,199	\$34,885	\$23,475	\$21,939	\$32,207	\$20,764
Number of Accounts	134	252		130	90	85	49	45	64	48
Annual Ambulance Billing	\$489,103	\$383,404	\$405,420	\$396,634	\$369,740	\$306,170	\$262,837	\$223,524	\$241,175	\$230,729
Percentage of Annual Billing	15.60%	35.42%		13.50%	8.98%	11.39%	8.93%	9.82%	13.35%	9.00%
Percentage of two year billing		17.22% *								

* The ambulance write-off for 2013 is higher as there were no write-off's in 2012. PCC has provided a listing of accounts that they were unable to collect and these accounts have been filed with small claims court or collections agency.

Note 1 - The City contracted for the ambulance billing and collection with PCC, Inc starting in July 2012. PCC, Inc. has been doing the monthly billing and working on reviewing all the old accounts so at this time it is the recommendation to not write off any of the ambulance accounts until we receive a report from PCC.

Council Agenda Memo

From: Mike Carlson, Finance Officer

Meeting: November 3, 2014

Subject: Set date and time for special meeting to canvass November 4 City Election results

Presenter: Mike Carlson

Background: State law requires the canvass of the election results by the Governing Body within seven (7) days of the election.

9-13-24. Return and canvass of votes. The election returns shall be reported as soon as possible to the finance officer, and within seven days of the election, the governing body shall canvass the election returns, declare the result, and enter the result on its journal.

Discussion: The November 4 City General Obligation Bond election is combined with the General election. The City will need to canvass the city election results within seven days of the election. The County Commission will be canvassing the General election results at their meeting on Thursday, November 6, as they have three (3) days to canvass the General election results. A special meeting will be required as the next regular City Council meeting is outside the seven (7) days. The canvassing of the election results should not take more than ten minutes. Possible dates and times would be as follows:

Thursday, November 6 at 5:00 p.m. or evening

Friday, November 7 at noon, 5:00 p.m. or later

Monday, November 10 at noon, 5:00 p.m. or later

Please check your availability so a special meeting can be set.

Financial Consideration: None.

Conclusion/Recommendations: A special meeting date and time will need to be set to canvass the City GO Bond election results.

CITY OF VERMILLION
 INVOICES PAYABLE-NOVEMBER 3, 2014

1 UNIVERSITY CLEANERS	PROFESSIONAL SERVICES	40.00
2 4IMPRINT	OPEN HOUSE SUPPLIES	1,028.31
3 A-OX WELDING SUPPLY CO	BULK CO2	821.00
4 AGK ELECTRIC	NORBECK LIGHTING PROJECT	6,950.70
5 APPEARA	SUPPLIES	52.85
6 AQUA-PURE INC	CHEMICALS	8,360.00
7 ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	223.00
8 ARGUS LEADER MEDIA #1085	SUBSCRIPTION	48.00
9 AVERA QUEEN OF PEACE HEALTH	TESTING	419.40
10 BAKER & TAYLOR BOOKS	BOOKS	817.86
11 BANNER ASSOCIATES, INC	PROFESSIONAL SERVICES	2,428.82
12 BARB ERNST	UNDERGROUND REIMBURSEMENT	730.00
13 BARKLEY ASPHALT	ASPHALT	2,406.42
14 BEST WESTERN RAMKOTA INN	LODGING	545.94
15 BHSW INC	BOOKS	52.92
16 BLACKSTONE AUDIO INC	BOOKS	297.99
17 BLICK ART MATERIALS	BOOKS	30.61
18 BORDER STATES ELEC SUPPLY	SUPPLIES	13,450.33
19 BOUND TREE MEDICAL, LLC	SUPPLIES	1,328.47
20 BROADCASTER PRESS	ADVERTISING	101.00
21 BROCK WHITE CO	SUPPLIES	100.76
22 BROOKINGS ARTS COUNCIL	BOOKS	15.00
23 BRUNICK FURNITURE & FLOORING	SUPPLIES	120.00
24 BUTLER MACHINERY CO.	PARTS	836.36
25 CAMPBELL SUPPLY	SUPPLIES	1,500.90
26 CANNON TECHNOLOGIES, INC	SOFTWARE SUPPORT	900.00
27 CASK & CORK	MERCHANDISE	1,785.20
28 CENTURY BUSINESS LEASING	COPIER CONTRACT	138.25
29 CENTURY BUSINESS PRODUCTS	COPIES	219.55
30 CENTURLINK	TELEPHONE	742.86
31 CHEMCO, INC	SUPPLIES	372.52
32 CHERRY STREET GRILLE	ROLLS	49.50
33 CHESTERMAN CO	SUPPLIES	243.00
34 CITY OF VERMILLION	COPIES/POSTAGE	1,218.26
35 CITY OF VERMILLION	UTILITY BILLS	38,377.48
36 CLASS C SOLUTIONS GROUP	SUPPLIES	125.94
37 CLASSIC INDUSTRIAL SUPPLIES	UNIFORMS	230.95
38 COFFEE KING, INC	SUPPLIES	62.75
39 COLONIAL LIFE ACC INS.	INSURANCE	3,326.49
40 CORY MOORE	SAFETY BOOTS REIMBURSEMENT	100.00
41 COYOTE CONVENIENCE	FUEL	13.93
42 COYOTE RENTALS	WATER HEATER/WIRING REBATE	170.00
43 CUTTER & BUCK	MERCHANDISE	855.31
44 D-P TOOLS	SUPPLIES	188.55
45 DAKOTA BEVERAGE	MERCHANDISE	14,595.57
46 DAKOTA PC WAREHOUSE	REPAIRS/SUPPLIES	219.96
47 DAKOTA ROCK FARMS	SLUDGE HAULING	12,279.04
48 DELTA DENTAL PLAN	INSURANCE	6,429.58
49 DEMCO	SUPPLIES	104.74
50 DENNIS MARTENS	MAINTENANCE	833.34
51 DEPT OF REVENUE	TESTING	143.00
52 DERRY D. HOCHHALTER	WATER HEATER REBATE	600.00
53 DETCO	CHEMICALS	111.20
54 DGR ENGINEERING	PROFESSIONAL SERVICES	2,264.50
55 DOUG TUVE	WATER HEATER/WIRING REBATE	200.00
56 DUST TEX	ENTRY MATS	80.00
57 E.A SWEEN COMPANY	SUPPLIES	109.88

58 EARTHGRAINS BAKING CO'S INC	MERCHANDISE	59.88
59 ECHO ELECTRIC SUPPLY	SUPPLIES	1,856.72
60 ELECTRONIC ENGINEERING	REPAIRS	526.50
61 EMERGENCY SERVICES MARKETING	PROFESSIONAL SERVICES	24.28
62 ENERGY LABORATORIES	TESTING	344.50
63 ENVIRONMENTAL PRODUCTS & ASSOC	PARTS	18.60
64 ERIC McPHERSON	SAFETY BOOTS REIMBURSEMENT	100.00
65 FARMER BROTHERS CO.	SUPPLIES	113.80
66 FAST AUTO GLASS	REPAIRS	230.00
67 FEDEX.	SHIPPING	23.56
68 FILTERTEC	FILTER MATERIAL	174.28
69 FIRST NATIONAL BANK	CITY HALL DEBT SERVICE	273,557.69
70 FOOT-JOY	MERCHANDISE	92.21
71 FOREMAN MEDIA	COUNCIL MTG	100.00
72 GALLS INCORPORATED	UNIFORMS	135.94
73 GIRTON ADAMS COMPANY	SUPPLIES	450.00
74 GLOBAL EQUIPMENT COMPANY	SUPPLIES	374.49
75 GRACE PROPERTY MGMT	WATER HEATER/WIRING REBATE	200.00
76 GRAHAM TIRE CO.	TIRES	1,190.16
77 GRAYBAR ELECTRIC	PARTS	95.11
78 GRAYMONT CAPITAL INC	CHEMICALS	4,004.95
79 GREGG PETERS	FREIGHT	1,771.25
80 GREGG PETERS	RENT	937.50
81 GUARANTEE OIL CO INC	SUPPLIES	99.11
82 HACH CO	SUPPLIES	55.95
83 HANDEY INC. PLUMBING & HTG	BOILER PROJECT	79,007.40
84 HARLAND TECHNOLOGY SERVICE	SUPPLIES	113.70
85 HAUGER YARD/SNOW SERVICE	MOWING	96.00
86 HAWKINS INC	CHEMICALS	1,014.44
87 HD SUPPLY WATERWORKS	SUPPLIES	1,648.40
88 HDR ENGINEERING, INC	PROFESSIONAL SERVICES	5,150.94
89 HENDERSON EXHAUST PLUS	REPAIRS	15.00
90 HERCULES INDUSTRIES, INC	SUPPLIES	1,485.43
91 HERREN-SCHEMPP BUILDING	SUPPLIES	73.25
92 HIGMAN SAND & GRAVEL	ICE SAND	2,275.34
93 HY VEE FOOD STORE	SUPPLIES	149.22
94 ID CARDS UNLIMITED	PATRON ID CARDS	659.85
95 IN CONTROL, INC	REPAIRS	6,432.29
96 INDEPENDENCE WASTE	WASTE HAULING/PORTABLE TOILET RENTAL	1,643.95
97 INGRAM	BOOKS	3,495.11
98 ISTATE TRUCK CENTER	PARTS	129.73
99 JACKS UNIFORM & EQPT	UNIFORMS	537.00
100 JANE LARSON	MILEAGE/MEAL REIMBURSEMENT	107.05
101 JERRY'S CHEVROLET BUICK GM	PARTS	38.07
102 JOHN A CONKLING DIST.	MERCHANDISE	8,083.73
103 JOHN E MILLER	BOOKS	30.00
104 JOHNSON BROTHERS FAMOUS BRANDS	MERCHANDISE	26,831.46
105 JOHNSON ELECTRIC	INSTALL LOAD CONTROLLERS	475.00
106 JOHNSON FEED, INC	REPAIRS	348.36
107 JONES FOOD CENTER	SUPPLIES	1,116.90
108 JOSE DOMINGUEZ	MEALS REIMBURSEMENT	24.00
109 KARSTEN MFG CORP	MERCHANDISE	260.88
110 LEGGETTE, BRASHEARS & GRAHAM	PROFESSIONAL SERVICES	3,167.01
111 LEISURE LAWN CARE	TREATMENT	35.75
112 LESSARD CONTRACTING	LANDFILL CELL 5	225,213.26
113 LESSMAN ELEC. SUPPLY CO	SUPPLIES	40.00
114 LINCOLN REPUBLIC INSURANCE	INSURANCE	479.46
115 LOCATORS AND SUPPLIES, INC	SUPPLIES	3,510.40
116 MALLOY ELECTRIC	REPAIRS	1,681.02
117 MARKS MACHINERY	PARTS	861.33
118 MART AUTO BODY	TOWING	525.00

119	MATHESON TRI-GAS, INC	SUPPLIES	276.45
120	MATTHEW BENDER & CO, INC	BOOKS	118.48
121	MC2, INC	REPAIRS	161.25
122	MCCULLOCH LAW OFFICE	PROFESSIONAL SERVICES	2,214.00
123	MEDICAL WASTE TRANSPORT, INC	HAUL MEDICAL WASTE	93.50
124	MICHAELS FENCE	SUPPLIES	89.12
125	MICRO MARKETING LLC	BOOKS	204.92
126	MIDAMERICAN	GAS USAGE	1,289.20
127	MIDWEST ALARM CO	ALARM MONITORING	126.00
128	MIDWEST BUILDING MAINTENANCE	MAT SVC	540.90
129	MIDWEST READY MIX & EQUIPMENT	FLOWABLE FILL	214.50
130	MIDWEST TURF & IRRIGATION	PARTS	41.78
131	MILLS & MILLER, INC	DEICING SALT	3,007.32
132	MINN MUNICIPAL UTILITY ASSOC	4TH QTR SAFETY MGMT PROGRAM	5,925.00
133	MISSOURI RIVER ENERGY SERVICE	INFRARED INSPECTION	667.50
134	MISSOURI RIVER ENERGY SERVICE	TESTING	364.85
135	MOORE WELDING & MFG	SUPPLIES	4,663.92
136	MR. GOLF CAR, INC	REPAIRS	76.99
137	NETSYS+	REPAIRS/PROFESSIONAL SVCS	1,687.48
138	NEW YORK LIFE	INSURANCE	84.02
139	NEWMAN TRAFFIC SIGNS	SUPPLIES	812.46
140	NIKE INC	MERCHANDISE	60.07
141	NORTHLAND	SUPPLIES	514.50
142	OFFICE SYSTEMS CO	COPIER CONTRACT/COPIES	423.70
143	PCC, INC	COMMISSION	3,444.22
144	POMPS TIRE SERVICE, INC.	TIRES	1,708.74
145	POSITIVE PROMOTIONS	OPEN HOUSE SUPPLIES	53.95
146	PRINT SOURCE	SUPPLIES	133.00
147	PSI POWER WASHERS, INC	REPAIRS	168.25
148	PUMP N PAK	FUEL	107.61
149	QUALITY MOTORS	REPAIRS	77.25
150	QUEEN CITY WHOLESALE	MERCHANDISE	283.21
151	QUILL	SUPPLIES	1,398.55
152	RACOM CORPORATION	CONTRACT COVERAGE	395.50
153	RANDOM HOUSE, INC	BOOKS	165.00
154	RECORDED BOOKS, INC	BOOKS	2,904.60
155	RELIABLE TOWING & ROADSIDE	TOWING	250.00
156	REPUBLIC NATIONAL DIST.	MERCHANDISE	11,562.73
157	RESCO	SUPPLIES	169.80
158	ROCKMOUNT RESEARCH & ALLOY	SUPPLIES	136.13
159	ROGER & MARY TURNER	WATER HEATER REBATE	600.00
160	SALT FORT INC	SUPPLIES	425.37
161	SANFORD HEALTH PLAN	PARTICIPATION FEE	66.00
162	SANITATION PRODUCTS	PART	82.17
163	SD ASSOC. OF RURAL WTR SYSTEMS	USAGE/MAINTENANCE FEE	150.00
164	SD DEPT OF REVENUE	FOOD SERVICE LICENSE	275.00
165	SD DENR	LANDFILL PERMIT RENEWAL	500.00
166	SD DEPT OF TRANSPORTATION	TESTING	775.00
167	SD ELECTRICAL COUNCIL	MEMBERSHIP DUES	40.00
168	SD LOTTERY	APPLICATION FEE	50.00
169	SD ONE CALL	LOCATES	418.95
170	SD PUBLIC ASSURANCE ALLIANCE	PROPERTY COVERAGE	1,616.00
171	SD RETIREMENT SYSTEM	CONTRIBUTIONS	51,584.27
172	SD STATE HISTORICAL SOCIETY	BOOKS	128.96
173	SECURITY SHREDDING SERVICE	DOCUMENT SHREDDING	35.00
174	SERVALL TOWEL & LINEN	SHOP TOWELS	29.40
175	SIOUX CITY INSULATION	REPAIRS	550.00
176	SIOUX FALLS TWO WAY RADIO	BATTERIES	142.97
177	SIOUX VALLEY ENVIRONMENTAL	SUPPLIES	119.85
178	SIOUXLAND HUMANE SOCIETY	FEES	74.00
179	SOOLAND BOBCAT	REPAIRS	302.10

180 STAN HOUSTON EQPT CO	GENERATOR	1,499.00
181 STERN OIL CO.	SUPPLIES	372.25
182 STEWART OIL-TIRE CO	REPAIRS	465.90
183 STT ENVIRO CORP	FILTER CARTRIDGES	1,505.20
184 STUART C. IRBY CO.	SUPPLIES	379.56
185 STURDEVANTS AUTO PARTS	PARTS	1,589.06
186 TAYLOR MADE	MERCHANDISE	900.69
187 TENELLE CHOAL	MEMBERSHIP REIMBURSEMENT	175.00
188 THATCHER COMPANY	SODA ASH	19,745.28
189 THE EQUALIZER	SUBSCRIPTION	139.88
190 THORSTAD COMPANIES	RECYCLING CENTER PAVING	12,906.57
191 TITAN ACCESS ACCOUNT	SUPPLIES	1,447.04
192 TOTAL TOOL SUPPLY, INC	SUPPLIES	1,484.09
193 TRI COUNTY OIL & PROPANE	REPAIRS	675.30
194 TRI TECH SALES	PARTS	260.68
195 TRUE VALUE	SUPPLIES	646.30
196 TURNER PLUMBING	COTTAGE AVE WATER MAIN	31,215.30
197 TWIN CITY HARDWARE	SUPPLIES	252.02
198 TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE	497.80
199 ULTRAMAX	SUPPLIES	1,892.00
200 UNITED LABORATORIES	SUPPLIES	1,010.61
201 UNITED PARCEL SERVICE	SHIPPING	10.13
202 UNITED WAY	CONTRIBUTIONS	458.46
203 USA BLUEBOOK	SUPPLIES	798.13
204 VALLEY AG SUPPLY	REFUND LANDFILL DUPLICATE PMT	17.44
205 VEOLIA ENVIRONMENTAL SERVICE	HOUSEHOLD HAZARDOUS WASTE	27,814.63
206 VERIZON WIRELESS	CELL PHONES	1,598.75
207 VERMEER HIGH PLAINS	PARTS	7.08
208 VERMILLION ACE HARDWARE	SUPPLIES	301.21
209 VERMILLION AREA ARTS COUNCIL	CONTRIBUTION	5,000.00
210 VERMILLION AREA DANCE	PROGRAM FEES	114.76
211 VERMILLION ROTARY CLUB	DUES/MEALS	147.25
212 VERMILLION WRESTLING CLUB	PROGRAM FEES	92.50
213 VISA/FIRST BANK & TRUST	FUEL/LODGING/SUPPLIES	4,576.59
214 WAL-MART COMMUNITY	SUPPLIES	737.06
215 WALKER CONSTRUCTION	CONCRETE WORK/WATER HEATER REBATE	30,252.24
216 WALT'S HOMESTYLE FOODS, INC	SUPPLIES	103.80
217 WESCO DISTRIBUTION, INC	SUPPLIES	17,958.60
218 WINKLER ROOFING, INC	FIRE STATION ROOF	1,530.50
219 WOW! BUSINESS	DIALUP/911 CIRCUIT	1,415.45
220 YAMAHA GOLF & UTILITY	GOLF CAR LEASE	3,772.97
221 YANKTON AREA EMS ASSOCIATION	TUITION/BOOKS	3,750.00
222 YANKTON FIRE & SAFETY	EXTINGUISHER/INSPECTION	1,711.00
223 YANKTON JANITORIAL SUPPLY	SUPPLIES	1,584.22
224 ZEE MEDICAL SERVICE	SUPPLIES	106.35
225 SEAN KAMMER	BRIGHT ENERGY REBATE	175.00
226 VCDC	BRIGHT ENERGY REBATE	5,972.00
	GRAND TOTAL	\$1,086,737.34