



Special Meeting Agenda City Council

12:00 pm (noon) Special Meeting
Monday, October 17, 2011
Large Conference Room
25 Center Street
Vermillion, South Dakota 57069

1. **Roll Call**
2. **Informational Session – Fall 2011 Coyoteopoly Project.**
3. **Informational Session – Sidewalk Survey update – John Prescott.**
4. **Briefing on the October 17, 2011 City Council Regular Meeting Agenda-** Briefings are intended to be informational only and no deliberation or decision will occur on this item.
5. **Adjourn**

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

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

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

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

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

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



City of Vermillion Council Agenda

7:00 p.m. Regular Meeting
Monday, October 17, 2011
City Council Chambers
25 Center Street
Vermillion, South Dakota 57069

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
 - a. October 3, 2011 Special Session; October 3, 2011 Regular Session.
4. **Adoption of the Agenda**
5. **Visitors To Be Heard**
 - a. Domestic Violence Awareness month proclamation.
6. **Public Hearings**
 - a. First Reading of Ordinance 1262 - Amending Title 15 Chapter 155 Section 155.039 (A), HI Heavy Industrial District, to allow light manufacturing as a permitted use.
 - b. First Reading of Ordinance 1263 - Amending Title 15 Chapter 155 Section 155.101, Amendments and Change of Zone, to require property owner consent.
7. **Old Business**
 - a. Transfer of retail on-off sale wine and retail on-off sale malt beverage licenses to Prairie River, Inc. for R-Pizza at 2 W. Main from LaMarco, Inc.
8. **New Business**
 - a. Memorandum of Understanding with Clay County on the purchase of Pictometry software.
 - b. Memorandum of Understanding with the Vermillion Chamber of Commerce and Development Company to transfer ownership of the Erickson Addition property and market the property for sale.
 - c. Stanford Street Easements.
 - d. Developers Agreement with Hansen Funeral Home.
 - e. Airport Hangar Lease.
 - f. Designate Disabled Parking Space Along Church Street (First Baptist Church).
9. **Bid Openings**
10. **City Manager's Report**
11. **Invoices Payable**
12. **Consensus Agenda**
13. **Adjourn**

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

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

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

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

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Vermillion City Council's Values and Vision

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



Unapproved Minutes
Council Special Session
October 3, 2011
Monday 12:00 noon

The special session of the City Council, City of Vermillion, South Dakota was held on Monday, October 3, 2011 at 12:00 noon in the City Hall large conference room.

1. Roll Call

Present: Davies, French, Meins, Ward, Willson, Zimmerman, Mayor Powell

Absent: Grayson, Osborne

2. Educational Session - Vermillion Chamber of Commerce and Development Company update - Steve Howe

Steve Howe, Executive Director of the Vermillion Chamber of Commerce and Development Company, provided an update on the activities in the areas of Chamber of Commerce, Visitors & Tourism and Economic Development. Steve answered questions of the City Council on the different activities.

3. Briefing on the October 3, 2011 City Council Regular Meeting Agenda

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

4. Adjourn

299-11

Alderman Willson moved to adjourn the Council special session at 12:53 p.m. Alderman Ward seconded the motion. Motion carried 7 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 3rd day of October, 2011.

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

ATTEST:
BY _____
Michael D. Carlson, Finance Officer

Unapproved Minutes
City Council Regular Session
October 3, 2011
Monday 7:00 p.m.

The regular session of the City Council, City of Vermillion, South Dakota was called to order on October 3, 2011 at 7:00 p.m. by Mayor Powell.

1. Roll Call

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

Absent: Osborne

2. Pledge of Allegiance

3. Minutes

A. September 19, 2011 Special Session; September 19, 2011 Regular Session

300-11

Alderman Meins moved approval of the September 19, 2011 regular session minutes and the September 19, 2011 special minutes. Alderman Willson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

4. Adoption of Agenda

301-11

Alderman Zimmerman moved approval of the agenda with the addition of New Business Item A - Report on Ribs, Rods, & Rock 'n Roll from John Storm. Alderman Willson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

5. Visitors to be Heard

A. Public Power Week 2011

Alderman Meins read the proclamation designating the week of October 3-9, 2011 as the 25th Annual Public Power Week in Vermillion and honored the City of Vermillion Light and Power Department for its contribution to the community. John Prescott, City Manager, reported that Mark Koller, Electric Superintendent, was unable to attend the

meeting. John accepted the proclamation on behalf of the Light and Power Department.

B. Harlow Hatle, 2022 Augusta, reported that he had sent a letter to the Mayor and Council members in July raising concerns about needing to plat two lots into one lot at a cost of \$700 to obtain a building permit. He also questioned the ordinance that, for rental property, does not count the garage as a parking space to meet the parking requirements for rental property and asked what is done with these garages. Harlow addressed other concerns he had about dealing with the City.

6. Public Hearings

A. Resolution approving special assessment roll for nuisance abatement

Mike Carlson, Finance Officer, reported that the resolution adopted September 6, 2011 set this meeting as the time for the public hearing for approving the special assessment roll for nuisance abatement. The notice of hearing was published and the notice was sent to the property owners listed. The assessments are for snow removal, grass mowing, debris removal and the tagging fees. If adopted, the owners will be sent the resolution that gives them 30 days to pay the assessment without interest before it is attached to the property. Discussion followed.

302-11

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

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

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

NUISANCE ABATEMENT as listed at the end of this Resolution

in the City of Vermillion, Clay County, South Dakota. The assessment roll was filed in the office of the City Finance Officer of the City of Vermillion, South Dakota on the 6th day of September 2011.

WHEREAS, said Governing Body, by resolution, fixed this time and place for hearing upon the assessment roll for the 3rd day of October 2011 and directed the City Finance Officer of the City of Vermillion, Clay County, South Dakota to publish a Resolution and Notice for such hearing in the official newspaper of Vermillion, South Dakota, one week prior to the date set for said hearing. Said Resolution and Notice described, in general terms, the improvement for which the special assessment is levied, the date of filing of the assessment roll, the time and place for the hearing, that the assessment roll would be open for public inspection at the office of the City Finance Officer of Vermillion, South Dakota, and referred to the assessment roll for further particulars. The Finance Officer was further directed to mail a copy of the Resolution and Notice by first-class mail, postage thereon fully prepaid, addressed to the property owners of any property to be assessed for such improvement at their address, as shown by the records of the Director of Equalization, at least one week prior to the date set for the hearing.

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

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

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

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

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

NOTICE IS HEREBY GIVEN, that the assessments mentioned in the assessment roll will be payable according to the provisions of Plan One as set forth in Sections 9-43-30 to 9-43-41, inclusive of the Compiled Laws of 1967 of the State of South Dakota.

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

NOTICE IS FURTHER GIVEN, that the approved assessment roll will be filed with the City Finance Officer on 3rd day of October 2011. The assessment is payable in one (1) installment at ten percent (10%) per annum interest on unpaid installments. The first installment due date is January 1, 2012.

The assessment roll herein referred to is attached.

Dated at Vermillion, South Dakota, this 3rd day of October 2011.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

BY _____
John E. (Jack) Powell, Mayor

ATTEST:

BY _____
Michael D Carlson, Finance Officer

City of Vermillion Special Assessment Roll Nuisance Abatement

<u>Name</u>	<u>Property Address, Legal and Parcel Number</u>	<u>Service</u>	<u>Invoice</u>	<u>Total</u>
Jeanine Halverson	10 S University	sidewalk snow tagging 12/3/10	10.60	
	Lot 4, East End Addn	sidewalk snow removal 1/26/11	84.80	

	15230-00000-040-00	grass/weed removal 6/16/11	74.20	169.60
Allen & Lisa Hesse	302 Prospect Lots 6 & 7 Blk 57, Synders	sidewalk snow tagging 1/25/11 grass/weed tagging 6/9/11	10.60	21.20
	15720-05700-070-00			
Roger G. Jeck	16 E Dartmouth Comm 52' of SW Corner of 5 SE Along S Line 53',N 140', Thence E 53', Thence S 140' to POB Blk 86, Addn to Snyders	debris removal 1/21/11	321.90	321.90
	15730-08600-050-18			
Peter, Mark & Karin Monzel	601 Lewis Lot 1, Replat Auditors Tract A, S 1/2 of Lot 2 Nw 1/4 Sec 19- 92-51	grass/weed removal 7/19/10 sidewalk snow tagging 12/3/10	74.20	84.80
	15860-09251-190-24			
Leif Nygaard	112 Walnut A-2 Outlot A, Torstensions	grass/weed removal 5/23/11	111.30	111.30
	15760-00000-000-51			
Timothy N. Peterson & Elizabeth A. Goehring	716 Maple E 77.7' of 11,12& E 77.7' of S 1/2 of 13 Blk 3, Eastside	sidewalk snow tagging 12/3/10 sidewalk snow removal 12/15/10 sidewalk snow removal 1/19/11	10.60	79.50
	15270-00300-130-00	sidewalk snow removal 1/26/11 grass/weed removal 5/14/11 grass/weed removal 6/6/11 grass/weed removal 7/7/11	84.80	92.75
			92.75	116.60
				561.80

Gregory A. Robinson	517 West Clark E. 10' of Lot 5 & W 50' of Lot 6 Blk 2 Lamberts Subdivision 15370-00200-060-00	grass/weed tagging 8/12/10 sidewalk snow removal 1/25/11	10.60 84.80	95.40
Paul D & Dorothy J. Rosenbaum	1407 E Main Dahl Tract 1 Exc. Lots H1 & H2 NE 1/4 NE 1/4 19-92-51 Misc Entries 15880-09251-191-20	grass/weed tagging 5/3/10 grass/weed tagging 6/25/10 grass/weed removal 8/17/10 sidewalk snow tagging 12/3/10 grass/weed removal 5/23/11 grass/weed removal 6/16/11	10.60 31.80 153.70 10.60 148.40 169.60	524.70
Charlie Vanwardhuizen	709 W Main Lot LJ-1 & LJ-3 of outlot A Torsensons & W 43' of Lot 7 Van Meters 15810-01300-070-00	grass/weed tagging 6/1/10 sidewalk snow tagging 12/2/10 sidewalk snow removal 12/15/10 sidewalk snow removal 1/17/11 grass/weed tagging 5/26/11 grass/weed tagging 6/23/11	10.60 10.60 79.50 84.80 10.60 31.80	227.90

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

The motion was seconded by Alderman Meins. Discussion followed and the question of the adoption of the Resolution was presented for a vote of the Governing Body. 8 members voted in favor of and 0

members voted in opposition to the Resolution. Mayor Powell declared that the Resolution was adopted.

B. Special daily malt beverage and wine license for the Vermillion Area Arts Council on or about October 8, 2011 at 202 Washington Street

Mike Carlson, Finance Officer, reported that an application was received from the Vermillion Area Arts Council for a special daily malt beverage and wine license on or about October 8, 2011 at 202 Washington for their annual Chili Blues event. The notice of hearing and the Police Chief's report are included in the packet.

303-11

Alderman Willson moved approval of the special daily malt beverage and wine license for the Vermillion Area Arts Council on or about October 8, 2011 at 202 Washington Street. Alderman Zimmerman seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

C. Transfer of retail on-off sale wine and retail on-off sale malt beverage licenses to Prairie River, Inc. for R-Pizza at 2 W. Main Street from LaMarco, Inc.

Mike Carlson, Finance Officer, reported that an application was received from Prairie Rivers, Inc. for the transfer of the on-off sale malt beverage and on-off sale wine license for R-Pizza at 2 W. Main from LaMarco, Inc. The notice of hearing was included in the packet but, as the required background checks had not been received, there is no report from the Police Chief. The City ordinance requires a background check to determine the suitability of the individual to hold such license. Mike stated that he talked to the owners and the requests for the background checks have been submitted. The owners apologized, that due to scheduling and business activities, they were unable to attend the meeting. Administration recommends that the public hearing be continued until the October 17th meeting to allow time for the receipt of the required background checks.

304-11

Alderman Zimmerman moved to continue the public hearing for the transfer of the retail on-off sale malt beverage and wine license for Prairie River, Inc. until the October 17th meeting to allow time for the receipt of the required background checks to determine suitability of the owners for the license. Alderman Ward seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

D. Transfer of retail on-sale liquor license to John Grunewaldt for Pressbox at 9 W. National Street from CLG, LLC.

Mike Carlson, Finance Officer, reported that an application was received from John Grunewaldt for the transfer of the retail on-sale liquor license for the Pressbox at 9 W. National Street from CLG, LLC. The notice of hearing and the Police Chief's report are included in the packet. Mike noted that when the renewal of this license was approved in December of 2009 and 2010, it was for the interior of a building at said location with all licenses as inactive pending final inspection of the building at 9 W. National Street as being suitable to be occupied for this type of business. Discussion followed on the renewal.

305-11

Alderman Davies moved approval of the transfer of the on-sale liquor license to John Grunwaldt for the Pressbox at 9 W. National Street from CLG, LLC. with the same restriction as when renewed in 2009 and 2010 being for the interior of the building at said location with the license as inactive pending final inspection of the building at 9 West National Street as being suitable to be occupied for this type of business. Alderman Ward seconded the motion. Discussion followed with Jim McCulloch, City Attorney, reporting the South Dakota Department of Revenue interpretations of the two year inactive use statute and that this transfer would start the two inactive period. Alderman Willson requested to know the intentions of the owner for putting the license into active use. John Grunwaldt stated that they are in the planning stages of pricing acquiring another location vs. building new. At this time, they are waiting for cost projections on the different alternatives. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

7. Old Business

A. Second Reading of Ordinance No. 1261 - Petition to Re-Zone Lots 7 & 8, Block 1, Potters Addition, from NC Neighborhood Commercial to R-2 Residential (Mulberry Street lots immediately north of 1120 E, Main Street

Andy Colvin, Assistant to the City Manager, reported that the two lots are located on Mulberry Street north of the funeral home. Andy stated that the Planning Commission conducted a public hearing and recommended approval of the zone change. The notice for the City Council public hearing was published and posted on the property for the City Council public hearing held two weeks ago for first reading

of the ordinance. Administration recommends adoption of second reading of the ordinance.

306-11

Second reading of title to Ordinance No. 1261, entitled Petition to Re-Zone Lots 7 & 8, Block 1, Potters Addition, from NC Neighborhood Commercial to R-2 Residential (Mulberry Street lots immediately north of 1120 E. Main Street) for the City of Vermillion, South Dakota.

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

BE IT RESOLVED, that the minutes of this meeting shall show that the title to the proposed Ordinance No.1261 entitled an ordinance amending Title 15 Chapter 155 Section 155.026, Official Zoning Map to re-zone Lots 7 & 8, Block 1, Potters Addition, from NC Neighborhood Commercial to R-2 Residential for the City of Vermillion, South Dakota was first read and the Ordinance considered substantially in its present form and content at a regularly called meeting of the Governing Body on the 19th day of September, 2011 and that the title was again read at this meeting, being a regularly called meeting of the Governing Body on this 3rd day of October, 2011 at the City Hall Council Chambers in the manner prescribed by SDCL 9-19-7 as amended.

BE IT RESOLVED, and ordained, that said Ordinance be adopted to read as follows:

ORDINANCE NO. 1261

AN ORDINANCE AMENDING TITLE 15 CHAPTER 155 SECTION 155.026, OFFICIAL ZONING MAP FOR THE CITY OF VERMILLION, SOUTH DAKOTA, BY REZONING CERTAIN REAL PROPERTY FROM THE NC NEIGHBORHOOD COMMERCIAL DISTRICT TO THE R-2 RESIDENTIAL DISTRICT

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

That Section 155.026 is hereby amended as follows:

Lots 7 and 8, Block 1, Potters Addition to the City of Vermillion, Clay County, South Dakota, are hereby rezoned from the NC Neighborhood Commercial District to the R-2 Residential District and the official zoning map referred to in Section 155.026 of the 2008 Revised Ordinances of the City of Vermillion, South

Dakota, is amended to include such land in the R-2 Residential District:

Dated at Vermillion, South Dakota this 3rd day of October, 2011.

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

ATTEST

BY: _____
Michael D Carlson, Finance Officer

Adoption of the Ordinance was seconded by Alderman French. Thereafter, the question of the adoption of the Ordinance was put to a roll call vote of the Governing Body, and the members voted as follows: Davies-Y, French-Y, Grayson-Y, Meins-Y, Ward-Y, Willson-Y, Zimmerman-Y, Mayor Powell-Y.

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

8. New Business

A. Report on Ribs, Rods & Rock 'n Roll - John Storm

John Storm, representing the Ribs, Rods & Rock'n Roll Committee, reported that the committee was happy with the outcome of the event and hoped that the community was as well. He stated that financially they were very close to last year noting that the number of cook-off competitors was down this year. John noted that there is no way to get an exact count on the attendance but their estimate was 11,000 to 12,000 attendees. He stated that the committee has made a list of items that need to be improved and welcomed suggestions to make the event better. He noted that, based upon this year's results, the committee has agreed to conduct the event next year. John wanted to thank all of those who contributed time, manpower, financially and equipment to make this truly a great community event. John answered questions of the City Council on the event noting that holding the event with a home USD football game will be done again next year. The Mayor and City Council members wanted to extend their thanks to John and members of the committee, along with all the volunteers, for a great community event.

B. Fireworks Public Display permit for USD on October 4, 2011

Mike Carlson, Finance Officer, reported that the University of South Dakota is requesting a change of location for their public fireworks display permit that was approved at last meeting. The location change is from the parking lot at the corner of University and Cherry Street to the field northeast of the Dakota Dome. The change was requested based upon the number of vehicles that would need to be moved from the parking lot. The event will be held on October 4, 2011 and Tom Taylor will be conducting the event.

307-11

Alderman French moved approval of the public fireworks display permit for the University of South Dakota on October 4, 2011 in the field northeast of the Dakota Dome. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

C. Rose Street Light Agreement with USD

Jose Dominguez, City Engineer, reported that, since completion of the University Village, the University has wanted to replace the existing City street lights along Rose Street that are in the city right-of-way with light poles and lights that match the style in use on the campus. The proposed agreement will allow the University to change the existing right-of-way street light poles. The agreement provided for City approval of what is placed in the right-of-way and that the University is responsible for the cost of the poles and fixtures and any future maintenance of changed fixtures. The cost to the City would be for the continuing cost of electric power to run the light. Jose recommended approval of the agreement.

308-11

Alderman Grayson moved approval of the Agreement for Maintenance of Structures within Public Right-of-way with the University of South Dakota for the street light poles and fixtures along Rose Street. Alderman French seconded the motion. Motion carried 8 to 0.

9. Bid Openings

A. Fuel Quotes

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

4,350 Gal. unleaded (10% ethanol): Stern Oil \$3.0581, Midway-Vollan Oil \$2.9995, Brunick's Service \$3.15; 1,000 Gal. unleaded: Stern Oil \$3.0499, Midway-Vollan Oil \$2.9975, Brunick's Service \$3.20; 3,000 Gal./ No. 2 diesel fuel-dyed: Stern Oil \$3.0574, Midway-Vollan Oil \$3.0250, Brunick's Service \$3.23; 1,000 Gal. No. 2 diesel fuel-clear: Stern Oil \$3.3539, Midway-Vollan Oil \$3.2450, Brunick's Service \$3.41

309-11

Alderman Zimmerman moved approval of the low quote of Midway-Vollan Oil of \$2.9995 on 4,350 gal. unleaded (10% ethanol), \$2.9975 on 1,000 gal. unleaded, \$3.0250 on 3,000 gal. No. 2 diesel fuel-dyed, and \$3.2450 on 1,000 gal. No. 2 diesel fuel-clear. Alderman Meins seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

10. City Manager's Report

A. John reported that the architect has provided copies of the Library Expansion Project for the City Council members to review.

B. John reported that a joint meeting with the Clay County Commission is being planned for Thursday, October 20th at 6:30 p.m. at City Hall. The purpose of the meeting is to consider adoption of the City's comprehensive plan for the joint jurisdictional area.

C. John reported that Governor Dennis Daugaard and his wife will be at the Austin Whittemore House on Saturday, October 8th from 8:30 a.m. to the start of the Dakota Days parade.

D. John reported that the Household Hazardous Waste collection will be at the Recycling Center on Friday, October 21st from 2:00 p.m. to 6:00 p.m. The Yankton collection will be on October 22nd. The cost is \$10 per vehicle. For questions on the event, please contact the Recycling Center at 677-7076.

E. John reminded citizens that the grass and small tree branch roll-off boxes have been moved to the south side of the Recycling Center due to the construction project.

F. John invited citizens to attend the Fire/EMS Open House Wednesday, October 5th from 5:30 p.m. to 7:00 p.m. and the Light & Power Open House on Friday, October 14th from 11:30 a.m. to 1:00 p.m.

PAYROLL ADDITIONS AND CHANGES

Ambulance: Nicholas Ashley \$6.00/call-\$6.00/1st-\$6.00/2nd, Dominick Santa Maria \$6.00/call-\$6.00/1st-\$6.00/2nd, Alexander Sherlock \$6.00/call-\$6.00/1st-\$6.00/2nd; Recreation: Ryan Kost \$7.75/hr, Elly Melby \$8.25/hr, Ryan Sevening \$8.00/hr, Amber Walker \$8.25/hr; Recycling: Dave Christopherson \$20.49/hr; Curbside Recycling: Matthew Puthoff \$14.09/hr

11. Invoices Payable

310-11

Alderman Davies moved approval of the following bill:

WILLSON FLORIST	FLORAL ARRANGEMENTS	120.00
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Alderman French seconded the motion. Alderman Willson requested to abstain. Motion carried 7 to 0. Mayor Powell declared the motion adopted.

311-11

Alderman Ward moved approval of the following bills:

3D SPECIALTIES INC	SUPPLIES	1,629.78
A & A REFRIGERATION	REPAIRS	106.50
A & B BUSINESS, INC	MAINTENANCE CONTRACT	422.34
AIR LIQUIDE INDUSTRIAL U.S	CHEMICALS	809.38
ALERT-ALL CORPORATION	OPEN HOUSE SUPPLIES	297.00
APPEARA	SUPPLIES	165.05
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	406.16
AT&T	POLICE COMMUNICATIONS	224.20
AUDIO GO	BOOKS	175.94
AVENET, LLC	WEB DESIGN PACKAGE	6,675.00
BAKER & TAYLOR BOOKS	BOOKS	482.26
BANNER ASSOCIATES, INC	PROFESSIONAL SERVICES	936.45
BARKLEY ASPHALT	ASPHALT	456.89
BASIN ELECTRIC POWER COOP.	PROFESSIONAL SERVICES	1,708.90
BENJAMIN NELSEN	TRAVEL REIMBURSEMENTS	320.00
BETTER CONTAINERS MFG	SUPPLIES	130.09
BETTER HOMES & GARDENS	BOOKS	33.91
BIERSCHBACH EQPT & SUPPLY	SUPPLIES	614.40
BIOVERSE, INC	SUPPLIES	352.69
BOMGAARS	TOOLS	342.97
BOOK WHOLESALERS, INC	BOOKS	804.11
BORDER STATES ELEC SUPPLY	SUPPLIES	2,639.64

BROADCASTER PRESS	ADVERTISING	193.00
BRUNICK FURNITURE & FLOORING	REMNANT	20.00
BRUNICKS SERVICE INC	PROPANE	28.86
BUTLER MACHINERY CO.	REPAIRS	2,196.19
BW INSURANCE AGENCY, INC	NOTARY BOND FEE	30.00
CALLAWAY GOLF	MERCHANDISE	152.00
CAMPBELL SUPPLY	SUPPLIES	1,036.92
CANON FINANCIAL SERVICES	COPIER CONTRACT	56.16
CASK & CORK	MERCHANDISE	2,455.60
CBCINNOVIS, INC	PROFESSIONAL SERVICES	12.98
CENTER POINT LARGE PRINT	BOOKS	185.36
CENTURY BUSINESS PRODUCTS	COPIER CONTRACT	40.00
CENTURYLINK	TELEPHONE	733.41
CHESTERMAN CO	MERCHANDISE	1,332.59
CITY OF VERMILLION	POSTAGE/COPIES	1,390.29
CITY OF VERMILLION	UTILITY BILLS	37,754.38
CLAY RURAL WATER SYSTEM	WATER USAGE	35.10
COFFEE KING, INC	SUPPLIES	57.75
COLONIAL LIFE ACC INS.	INSURANCE	3,298.55
COMMERCIAL MAINT CHEMICALS	SUPPLIES	249.50
COYOTE CHEMICAL COMPANY	SUPPLIES	18.50
COYOTE CONVENIENCE	FUEL	11.57
CROSSROADS HOTEL & CONVEN	LODGING	770.00
CULLIGAN WATER	REPAIRS	110.68
DAKOTA BEVERAGE	MERCHANDISE	11,046.55
DAKOTA PC WAREHOUSE	MONITOR	94.99
DAKOTA SUPPLY GROUP	PARTS	173.38
DANKO MES, INC.	FIRE EQUIPMENT	521.44
DAVID STAMMER	MEAL REIMBURSEMENTS	140.00
DELTA DENTAL PLAN	INSURANCE	5,611.38
DEMCO	SUPPLIES	302.64
DENNIS MARTENS	MAINTENANCE	833.34
DEPT OF REVENUE	TESTING	372.00
DEWILD/GRANT/RECKERT ASSOC	PROFESSIONAL SERVICES	6,952.50
DIANE'S GREENHOUSE	PERENNIALS	323.84
DIVISION OF MOTOR VEHICLE	TITLE/PLATES	10.00
DUANE MEHLHAF	WATER HEATER REBATES	1,200.00
DUST TEX	SUPPLIES	69.90
E.A SWEEN COMPANY	MERCHANDISE	168.21
EARTHGRAINS BAKING CO'S INC	SUPPLIES	104.32
ECHO ELECTRIC SUPPLY	PARTS	3,646.43
EMERGENCY MEDICAL PRODUCTS	SUPPLIES	541.81
ENERGY LABORATORIES	TESTING	490.00

ERIN J. SEEP	MAINTENANCE	65.25
FARMER BROTHERS CO.	SUPPLIES	37.88
FAST AUTO GLASS	CHIP REPAIRS	80.00
FEDEX FREIGHT	FREIGHT	67.21
FEDEX.	SHIPPING	23.89
FLEXIBLE PIPE TOOL COMPANY	PARTS	195.00
FRED HAAR CO, INC	PARTS	5.62
FULLERTON LUMBER CO	SUPPLIES	49.82
GALE	BOOKS	514.44
GE CAPITAL	COPIER LEASE	114.48
GEHM GROUP, LTD	APPRAISAL FOR EASEMENTS	2,000.00
GRAHAM TIRE CO.	TIRES	389.08
GRAINGER	SUPPLIES	23.35
GRAYBAR ELECTRIC	SUPPLIES	3,293.71
GREGG PETERS	FREIGHT	2,440.75
GREGG PETERS	RENT	937.50
GUARANTEE OIL CO INC	SUPPLIES	136.07
HAUFF MID-AMERICA SPORTS	SDHSAA AWARD MEDALS	55.02
HAUGER YARD/SNOW SERVICE	MOWING	112.00
HAWKINS WATER TREATMENT	CHEMICALS	923.76
HD SUPPLY WATERWORKS	FREIGHT	4,066.26
HDR ENGINEERING, INC	PROFESSIONAL SERVICES	35,618.45
HELMS & ASSOCIATES	PROFESSIONAL SERVICES	6,895.34
HERCULES INDUSTRIES, INC	SUPPLIES	198.33
HERREN-SCHEMPP BUILDING	SUPPLIES	288.17
HOUSE OF WHITE BIRCHES	BOOKS	29.91
HY VEE FOOD STORE	SUPPLIES	117.61
IN CONTROL, INC	PROFESSIONAL SERVICES	2,307.90
INDEPENDENCE WASTE	WASTE HAULING	1,615.78
INGRAM	BOOKS	4,267.26
ISTATE TRUCK CENTER	DUMP TRUCK	68,819.12
JACKS UNIFORM & EQPT	UNIFORMS	1,558.55
JESSICA STANDLEY	MEAL REIMBURSEMENTS	140.00
JOHN A CONKLING DIST.	MERCHANDISE	8,346.15
JOHN C. PRESCOTT	MEAL REIMBURSEMENTS	107.00
JOHNSON BROS FAMOUS BRANDS	MERCHANDISE	39,409.34
JOHNSON CONTROLS	SERVICE AGREEMENT/REPAIRS	3,016.85
JOHNSTONE SUPPLY	PARTS	209.88
JONES ACE HARDWARE	SUPPLIES	734.16
JONES FOOD CENTER	SUPPLIES	1,035.12
JOYCE MOORE	MILEAGE REIMBURSEMENT	78.70
KALINS INDOOR COMFORT	REPAIRS	168.53
KAREN HARRIS	SAFETY GLASSES REIMBURSEMENT	150.00

KARSTEN MFG CORP	MERCHANDISE	139.07
KNIFE RIVER MIDWEST, LLC	ASPHALT	1,366.30
LEGGETTE, BRASHEARS & GRAHAM	PROFESSIONAL SERVICES	872.87
LEISURE LAWN CARE	REPAIRS	160.80
LESSMAN ELEC. SUPPLY CO	SUPPLIES	2,009.59
LINCOLN MUTUAL LIFE	INSURANCE	485.68
LIV WEST	MEAL REIMBURSEMENTS	140.00
LOCATORS AND SUPPLIES, INC	SUPPLIES	180.64
LYLE SIGNS	SUPPLIES	1,538.50
MAINLAND ENGRAVING LLC	MEDALS/RIBBONS	50.75
MARKS LAWN CARE	JUNK REMOVAL/MOWING	364.80
MARKS MACHINERY	REPAIRS	1,197.07
MART AUTO BODY	TOWING/PARTS	805.59
MATHESON TRI-GAS, INC	SUPPLIES	143.63
MATTHEW BENDER & CO, INC	BOOKS	108.48
MCCULLOCH LAW OFFICE	PROFESSIONAL SERVICES	1,080.00
MERRICK INDUSTRIES	PARTS	3,318.04
MICRO MARKETING ASSOC	BOOKS	58.77
MICROFILM IMAGING SYSTEMS	ANNUAL SERVICE AGREEMENT	360.00
MIDWEST ALARM CO	REPAIRS	398.17
MIDWEST BUILDING MAINTENANCE	MAT SVC	442.40
MIDWEST LUBRICANTS, INC	SUPPLIES	240.00
MIDWEST READY MIX	REBAR/FLOWABLE FILL	556.00
MIDWEST TURF & IRRIGATION	PARTS	403.00
MIKKELSEN LIBRARY	BOOK REPLACEMENT COST	36.50
MISSOURI VALLEY MAINTENANCE	REPAIRS	958.92
MOORE WELDING & MFG	SUPPLIES	55.79
MR. GOLF CAR, INC	GOLF CAR RENTAL	350.00
N B GOLF LLC	REPAIRS	337.68
NCL OF WISCONSIN, INC	CHEMICALS	653.29
NETSYS+	PROFESSIONAL SERVICES/REPAIRS	1,792.82
NEW YORK LIFE	INSURANCE	95.00
NIKE INC	MERCHANDISE	145.15
NORTHERN TRUCK EQPT CORP	PARTS	54.23
OFFICE SYSTEMS CO	COPIER CONTRACT	959.59
OLSON SOD FARMS	GOLF COURSE SOD	495.00
PARK GENEALOGICAL BOOKS	SUBSCRIPTION	25.00
PATSY STENSLAND	BOOKS	35.38
PAULS PLUMBING	REPAIRS	2,120.71
PETE LIEN & SONS, INC	CHEMICALS	7,878.87
PITNEY BOWES	POSTAGE METER RENTAL	242.49
PLAIN TALK PUBLISHERS	SUBSCRIPTION	26.00
PNC EQUIPMENT FINANCE	DEFIBRILLATOR LEASE	741.27

POMPS TIRE SERVICE, INC.	TIRES	1,938.32
POSITIVE PROMOTIONS	OPEN HOUSE SUPPLIES	475.15
PRAIRIE BERRY WINERY	MERCHANDISE	1,383.00
PRESSING MATTERS	SUPPLIES	250.00
PRESTO-X-COMPANY	INSPECTION/TREATMENT	40.95
PUMP N PAK	FUEL	2,706.04
QUEEN CITY WHOLESALE	SUPPLIES	308.33
QUILL	SUPPLIES	1,658.82
RACOM CORPORATION	MAINTENANCE CONTRACT	335.00
RANDOM HOUSE, INC	BOOKS	216.00
RANDY VOSS	REPAIRS	20.00
RECORDED BOOKS, INC	BOOKS	812.50
REINHART FOODSERVICE, LLC	SUPPLIES	1,241.08
REPUBLIC NATIONAL DISTRIB.	MERCHANDISE	27,984.63
RESCO	SUPPLIES	270.30
ROCKMOUNT RESEARCH & ALLOY	SUPPLIES	453.82
SD GOLF ASSOCIATION	HANDICAP	1,499.00
SD PLANNERS ASSOCIATION	REGISTRATION	80.00
SD PUBLIC ASSURANCE ALLIANCE	INSURANCE	160.00
SD RETIREMENT SYSTEM	CONTRIBUTIONS	66,344.46
SD SOLID WASTE MANAGEMENT	MEMBERSHIP/REGISTRATION	940.00
SDN TECHNOLOGIES	REPAIRS	7.96
SERVALL TOWEL & LINEN	SHOP TOWELS	29.40
SIOUX CITY BOLT	SUPPLIES	51.50
SIOUX EQUIPMENT	PARTS	208.49
SIOUX FALLS TWO WAY RADIO	REPAIRS	120.00
SIOUXLAND HUMANE SOCIETY	FEES	74.00
SLATTERY CONSTRUCTION INC	SIDEWALK REPAIRS & E CLARK ST	87,335.13
STERN OIL CO.	SUPPLIES	2,367.50
STEWART OIL-TIRE CO	REPAIRS/TIRES	998.85
STURDEVANTS AUTO PARTS	PARTS	1,823.56
TASER INTERNATIONAL	SUPPLIES	350.00
THATCHER COMPANY	SODA ASH	13,772.00
THE EQUALIZER	ADVERTISING	682.40
THE NEW SIOUX CITY IRON CO	SUPPLIES	65.67
THE WALKING BILLBOARD	UNIFORMS FIRE DEPT	700.00
TITAN ACCESS ACCOUNT	PARTS	1,447.04
TODDS ELECTRIC SERVICE	INSTALL CONTROLLERS	100.00
TRI TECH SALES	REPAIRS	1,244.26
TRI-B-TRIM SHOP	REPAIRS	145.00
TRUCK-TRAILER SALES	REPAIRS	122.00
TRUE VALUE	SUPPLIES	356.30
TRUSCO MFG COMPANY	PARTS	111.16

TYS BUILDING SERVICE	REPAIRS	234.87
UNITED PARCEL SERVICE	SHIPPING	45.61
UNITED WAY	CONTRIBUTIONS	396.00
UPSTART	SUPPLIES	72.25
USBORNE BOOKS	BOOKS	377.28
VALIANT VINEYARDS	MERCHANDISE	534.00
VAN DIEST SUPPLY CO	CHEMICALS	828.50
VERMEER HIGH PLAINS	PARTS	460.04
VERMILLION FORD	PARTS	163.34
VISA/FIRST BANK & TRUST	LODGING/FUEL/SUPPLIES	3,753.50
WAL-MART COMMUNITY	SUPPLIES	498.73
WALKER CONSTRUCTION	CONCRETE WORK	28,914.31
WELFL CONSTRUCTION CO	PROFESSIONAL SERVICES	14,609.00
WESCO DISTRIBUTION, INC	PARTS	3,881.16
WITTEK	SUPPLIES	591.26
YANKTON FIRE & SAFETY	REPAIRS	97.50
YANKTON JANITORIAL SUPPLY	SUPPLIES	591.43
YANKTON WINNELSON CO	PARTS	5.00
ZEE MEDICAL SERVICE	SUPPLIES	122.95
ZIMCO SUPPLY CO	SUPPLIES	8,390.00
JERAD HIGMAN	BRIGHT ENERGY REBATE	25.00

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

12. Consensus Agenda - None

13. Adjourn

312-11

Alderman Meins moved to adjourn the Council Meeting at 7:52 p.m. Alderman French seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 3rd day of October, 2011.

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

ATTEST:

BY _____
Michael D. Carlson, Finance Officer

Published once at the approximate cost of _____.

Proclamation
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, income levels, lifestyles and sexes; and, in fact, is probably affecting someone you know; and

WHEREAS, one in three women will be a victim of violence in her lifetime, and domestic violence violates an individual's human rights by destroying dignity, security and self-worth, due to the systematic use of physical, emotional, sexual, psychological and economic control or abuse; and

WHEREAS, in Clay County, confidential victim-survivor services are provided by Domestic Violence Safe Options Services and are available 24 hours a day at no charge; and

WHEREAS, other professionals have joined together to participate and support the Clay County Coordinated Community Response to Dating, Domestic and Sexual Violence to support each other in their work and to provide Clay County, and its citizens, with a central source of information on domestic violence; and

WHEREAS, the impact of domestic violence affects all of the members of the community and only a coordinated community response will put a stop to this atrocious crime and assure funding is continuously available to provide these life-saving services.

NOW, THEREFORE, we, the governing body of the City of Vermillion, South Dakota do hereby proclaim our appreciation of

“DOMESTIC VIOLENCE AWARENESS MONTH”

and urge all citizens to actively participate in the scheduled events and programs and to think about the fact that it is someone you know.

Dated at Vermillion, South Dakota this 17th day of October, 2011.

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

John E. (Jack) Powell, Mayor

ATTEST:

Michael D. Carlson, Finance Officer



Council Agenda Memo

From: Andrew Colvin, Assistant to the City Manager
Meeting: October 17, 2011
Subject: First Reading of Ordinances No. 1262 and 1263
Presenter: Andrew Colvin

Background: Ordinances 1262 and 1263 were advertised to be heard by the Planning Commission on October 11th and the City Council on October 17th. Ordinance No. 1262 is a clean-up document that will add light manufacturing as a permitted use in the heavy industrial district. Currently, uses within this category require a conditional use permit, which can create an unnecessary hurdle to locate businesses within the industrial park.

Ordinance No. 1263 will add a requirement for property owner consent for changes to the zoning regulations and map. The City Council had an education session on September 6th to learn about the different options provided under state law with respect to property-owner initiated amendments to the zoning ordinance.

Discussion: The Planning Commission is required to consider all amendments to the zoning ordinance prior to City Council consideration. A public hearing for the amendments was scheduled for October 11th, but, due to a lack of a quorum, the Planning Commission meeting had to be cancelled and the hearings re-advertised. Since the Planning Commission has not made a recommendation on the amendments, the City Council must have no discussion and take no action on the proposed ordinances.

Financial Consideration: Public Hearings for the amendments will need to be advertised, incurring publication costs.

Conclusion/Recommendations: Administration recommends that the City Council acknowledge that ordinances 1262 and 1263 have not been heard by the Planning Commission and therefore no action can be taken. The City Council may direct staff to re-advertise the required hearings to be held on a future date.



Council Agenda Memo

From: Mike Carlson, Finance Officer

Meeting: October 17, 2011

Subject: Transfer of retail on-off sale malt beverage and retail on-off sale wine license to Prairie River, Inc. from LaMarco, Inc. for R-Pizza at 2 West Main Street

Presenter: Mike Carlson

Background: An application for the transfer of the retail on-off sale malt beverage and retail on-off sale wine license from LaMarco, Inc. to Prairie River, Inc. for R-Pizza at 2 West Main Street was received. Enclosed is a copy of the notice that was published for the license transfer and the Police Chief's report. The public hearing that was scheduled for August 3rd was continued until this meeting as the required background information had not been received.

Discussion: The City Council has the ability to transfer a license on basically two criteria: suitable person and suitable location. As to the suitable person, City ordinance provides that new applicants must submit to a criminal background check to determine suitability. As this is a corporation, there were three owners listed: Brandon King, Allison Hoyne and Trevor King. All three have provided the South Dakota Division of Criminal Investigation background check to the Chief of Police.

With respect to the location criteria, licenses have been previously approved for this location. A recent western South Dakota legal ruling defined that other items can impact the location criteria. The character of neighborhoods and businesses tend to change over time and a local governing body has a legitimate interest in managing the alcoholic beverage licensing in its jurisdiction to assess whether an alcohol sales location continues to be suitable. The following are the city ordinances on suitable person and suitable location.

112.20 SUITABLE PERSON.

- (A) South Dakota Codified Law § 35-2-1.2 requires the City Council to determine whether retail alcohol beverage license applicants or their principals are suitable persons before issuing or renewing said licenses. This determination is required annually for each

license the applicant seeks. In order to effectuate a thorough determination of suitable person eligibility for license issuance, new applicants must submit to a criminal background check to determine suitability. Each new applicant shall make arrangements with a law enforcement agency and submit to the fingerprinting process. The applicant must also provide to law enforcement payment to the South Dakota Division of Criminal Investigation in an amount necessary to cover the costs of the criminal record check. These actions must be taken by an applicant prior to publication of hearing notice required by South Dakota law. The applicant's completed application will be attached to the certification of the law enforcement agency when received.

- (B) A DISQUALIFYING CRIMINAL RECORD for alcoholic beverage license purposes means any conviction for any felony, a crime of violence as defined in SDCL § 22-1-2(9), a sex offense as defined in SDCL § 22-24B-1, or trafficking in controlled drugs or substances which when and where committed would constitute such in the state of South Dakota. Unpardoned convictions of any crime of moral turpitude as defined by SDCL § 22-1-2(25) which when and where committed would constitute such in the state of South Dakota may constitute a disqualifying record as determined by the City Council on a case-by-case basis. Any criminal conviction not disclosed by an applicant on his application form may be treated as a disqualifying record. Any criminal conviction may be considered in making license issuance decision. Suspended imposition of sentence will not be considered a conviction.
- (C) An applicant subject to this policy shall provide to the law enforcement agency performing the fingerprinting process cash, check, or money order in an amount necessary to cover the costs of fingerprints for the criminal record check.
- (D) An applicant or principal in any business entity that is an applicant having any indebtedness to the city must satisfy said indebtedness before the City Council will consider any application for alcoholic beverage license issuance or renewal, except for plan one or two special assessment obligations that are not in arrears.

112.21 SUITABLE LOCATION.

- (A) South Dakota Codified Laws § 35-2-1.2 requires the City Council to determine whether retail alcohol beverage license applications propose suitable locations before issuing or renewing said licenses. This determination is required annually for each license the applicant seeks. The following are nonexclusive criteria established to assist in determining suitable location status:
 - (1) Identification of a garbage hauler to be utilized by the business and the frequency of the garbage pickup;
 - (2) Zoning restrictions, and
 - (3) Neighborhood characteristics.
- (B) In determining suitable location, the City Council will also utilize factors developed through South Dakota case law. This includes the manner in which the business is operated; the extent to which minors frequent or are employed in such place of

business; the adequacy of police facilities to properly police the proposed location, and other factors associated with the sale of alcoholic beverages, such as noise and litter.

§ 112.22 SUITABLE PERSON AND SUITABLE LOCATION CONSIDERATION.

- (A) South Dakota codified laws and case law support the premise that the decision to issue an alcoholic beverage license is discretionary. Therefore, the city hereby establishes a two-tiered process to evaluate on-sale liquor applications. The first tier will assess the character of the applicant or principals and whether the location is suitable according to §§ 112.20 and 112.21 of this chapter.
- (B) Upon finding evidence that the character of the applicant is acceptable and the location suitable, the City Council will consider second tier criteria. This process can include examining the best location for economic and tourism development, the best ancillary uses (restaurant, etc.) developed with the sale of liquor, the best location in accordance with the city long-range plan, the size of the facility, parking facilities, closeness to existing supplementing businesses, residences, and activities deemed important by the City Council.

Financial Consideration: The transfer fee is \$150 for each license. The City retains the entire wine license transfer fee and half (\$75) of the malt beverage transfer fee; the balance goes to the state. The wine license will expire on December 31, 2011 and the malt beverage license will expire on June 30, 2012.

Conclusion/Recommendations: Following the input from the public hearing, the City Council is asked to make a decision on the transfer of the retail on-off sale malt beverage and retail on-off sale wine licenses. If a motion is made to deny, the reason needs to be included in the motion.



City of Vermillion

Police Department

15 Washington Street • Vermillion, SD 57069

Matthew Betzen

Chief of Police

Phone: (605) 677-7070

Fax: (605) 677-7166

www.vermillionpd.org

MEMORANDUM

To: Mike Carlson

Date: 10/12/2011

From: Matthew Betzen
Chief of Police

Subject: Transfer of R-Pizza Liquor License

I have reviewed the application to transfer the R-Pizza Liquor License to Trevor King, Allison Hoyne, and Brandon King. A review of the Vermillion Police Department records revealed no information for these three that would bear on this issue.

By law, I am not permitted to conduct a state or national criminal record check for the purpose of issuing an alcohol license. Consequently, the city has established a procedure requiring the applicant(s) to obtain and provide a copy of their criminal record check (state and national) to the city to be reviewed by the Chief of Police. On October 12, 2011, I received reports from the Division of Criminal Investigations on each of these individuals. The report stated no South Dakota criminal history was found for Trevor King or Allison Hoyne.

The records check for Brandon King revealed a 2005 arrest and conviction for Theft-Petty 1st Degree, which is a class one misdemeanor.

As of this date, I have not received the FBI criminal background report which general takes 6-8 weeks or longer.

NOTICE OF PUBLIC HEARING OF APPLICATIONS
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN THAT the Vermillion City Council on the 3rd day of October, 2011 at the hour of 7:00 P.M. at City Hall Council Chambers 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, which has been presented to the City Council and filed in the Finance Officer's Office:

Transfer of Retail On-Off Malt Beverage License until June 30, 2012:

Prairie River, Inc for R-Pizza at 2 West Main transfer from La Marco, Inc.

Transfer of Retail On-Off Sale Wine License until December 31, 2011:

Prairie River, Inc for R-Pizza at 2 West Main transfer from La Marco, Inc.

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 16th day of September, 2011

Michael D. Carlson, Finance Officer

Publish: September 23, 2011

Published once at the approximate cost of _____.



Council Agenda Memo

From: John Prescott, City Manager
Meeting: October 17, 2011
Subject: Memorandum of Understanding with Clay County on the purchase and use of Pictometry software
Presenter: John Prescott

Background: In August, as the City Council was beginning the 2012 budget process, the Clay County Director of Equalization submitted a request to have the City assist in the purchase of Pictometry software. Information was presented to the City Council on August 17 and to City staff on September 7. The City Council approved a motion at the September 19 meeting directing staff to prepare an Memorandum of Understanding (MOU) to assist in the purchase of the software.

Discussion: The attached MOU has been presented to Clay County Director of Equalization, Gene Lunn, and has been approved by the City Attorney. The MOU details many items such as the amount to be paid, when payments would take place, the length of the City's obligation to make a payment and the ability to utilize the software. While it appears the County will be entering into a six year agreement with the software vendor, the City's funding obligation to the County would be approximately \$4,413 a year for only three years. The City would have unlimited use of the software for the first year. During the second and third year of the agreement, the City would limit users with full access as the County will be charged for full access users after the first year.

City staff may request that this item be continued at the Monday evening meeting. As the memo is being prepared, the Director of Equalization is awaiting an updated proposal from the company which may impact the cost, better explain the opt-out clause and detail costs related to the seat licenses after the first year.

Financial Consideration: The City will fund the annual payment out of different City funds as multiple City Departments will utilize the software.

Conclusion/Recommendations: Administration recommends approval of the MOU to assist Clay County with the purchase of the Pictometry software.

PICTOMETRY

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Clay County Director of Equalization presented a request to the City Council to purchase Pictometry software; and

WHEREAS, the Pictometry software will provide a higher level of digital imagery than has been previously available; and

WHEREAS, the Pictometry software has a number of features that will enhance Clay County and City of Vermillion operations; and

WHEREAS, in order to facilitate the cooperative efforts of the City of Vermillion (City) and Clay County (County) to purchase and jointly utilize the Pictometry software and in order to reduce to writing the contractual obligation established by County and the City,

NOW, THEREFORE, this Memorandum of Understanding and legally binding contract is entered into by and between County and the City to set forth, in writing, general terms of the right of access to facilitate the Pictometry software and to define the nature of the cooperative arrangements which will be utilized in the use of the Pictometry software to maximize the benefit, not only to County, but also to the City.

1. All parties to this agreement recognize that this is a legally binding contract granting an opportunity for County and the City to jointly use the Pictometry software.
2. The City will make three equal annual installments beginning with the City's 2012 budget year based on the following criteria:
 - a. County will enter into a six-year agreement with Pictometry International prior to December 31, 2011. The City understands that the contract amount will be \$79,442.00 or greater for the Pictometry software. The contract amount does not include the ChangeFindr software. If the contract amount is less than \$79,442.00, the City's share will be reduced proportionally. The City's payment remains the same if the total project cost exceeds \$79,442.00.
 - b. The City will make three equal payments of \$4,413.44 to County during the City's budget years of 2012, 2013 and 2014. The 2012 payment will not be made to County until the Pictometry images have been delivered to County and loaded onto the City's servers. Once the County has received the images, the Director of Equalization will prepare an invoice for City to make the 2012 payment. The 2013 and 2014 payments will be due one and two years, respectively, from the date of the 2012 invoice.
3. All parties to this agreement recognize and acknowledge that the City will have full and complete use of the Pictometry software during the first year of installation as well as all features of the software that do not result in fees for County, after the first year, during the entire time in which County utilizes the images.

4. The City is responsible to identify and designate which individuals need full usage and access after the first year of installation. The City will be provided two seats for at least twenty users at no additional charge during the six-year agreement period that County enters into with Pictometry International.

5. The City is not responsible to make any payments to the County during the fourth, fifth or six year of the agreement between the County and Pictometry International or for a second air photography flight to provide updated images in 2015, 2016 or 2017. The City will consider and review its experience under this agreement, staff utilization of the Pictometry images and software, and future needs of the imagery prior to September 1, 2014. The City may, with the approval of the County, extend the agreement for the second air photography flight to provide updates for 2015, 2016 and 2017, with the same terms and conditions as contained herein. The City may or may not make additional payment to the County for the second air photography flight or to continue in the agreement in the City's sole discretion.

6. The City will be provided equal and full access to all free training and customer service connections, including software installation, that are provided to the County for a three-year period, beginning with the Pictometry Software installation on the City's Server, approximately July, 2012. Said equal and full access shall continue for a three-year period, ending approximately July, 2015. The City will be responsible for any costs related to having a City employee travel to a training opportunity.

Dated this 17th day of October, 2011.

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

CLAY COUNTY

By _____

By _____

Dated: _____

Dated: _____



Council Agenda Memo

From: John Prescott, City Manager
Meeting: October 17, 2011
Subject: Memorandum of Understanding with the VCDC to transfer Erickson Addition property
Presenter: John Prescott

Background: The VCDC, through Vermillion Now!, funded an appraisal of the Erickson Addition property as concerns had been expressed about the prices established by the City Council in 2008. The appraisal determined that the prices were indeed higher than comparable sales. The VCDC Executive Director met with the Surplus Property Committee on September 26, 2011 to discuss the appraisal results. During this discussion, a request was made to transfer the property to the VCDC to facilitate marketing the property. The Surplus Property Committee requested City staff prepare, for City Council consideration, a Memorandum of Understanding (MOU) to transfer the Erickson Addition property to the VCDC.

Discussion: The attached MOU has been presented to VCDC Executive Director and been approved by the City Attorney. The MOU details the conditions under which the Erickson Addition property would be transferred. There would be no compensation paid to the City upon the transfer of the land. The VCDC would market the property in accordance with the strategic goals of the Vermillion Now! The City would receive the full purchase price minus any sale transaction costs once the land sells. The City maintains the right to have the land revert back if conditions of the MOU are not met.

As the land would no longer be publicly held, the VCDC would be responsible for property taxes. The MOU provides that the income from the current farm lease go to the VCDC to help offset the property tax costs.

To provide for the possibility of a future Duke Street along the south end of the property, the VCDC is asked to vacate the easement and dedicate the street right-of-way. This condition should not be a burden for the VCDC but a procedural step to resolve that will hopefully mitigate future concerns about property lines.

Financial Consideration: The City will receive the full cost of lot sales minus any transaction expenses.

Conclusion/Recommendations: Administration recommends approval of the MOU to transfer the Erickson Addition property to the VCDC.

City of Vermillion
Surplus Property Appraisal Committee
Monday September 26, 2011
8:30 City Hall conference room

The meeting of the City of Vermillion Surplus Property Appraisal Committee was called to order by Chairman Meins at 8:30 am on Monday, September 26, 2011 at the city hall conference room.

Present: Grayson, Zimmerman, Osborne, Meins

Also present: Steve Howe, John Prescott, Mike Carlson

John Prescott, City Manager, reported that the VCDC funded an appraisal of the city owned Erickson Business Park lots. John noted that the appraised values established by the City Council in 2008 were based upon comparable sales prior to that time and other commercial lots for sale. Since that time other commercial lots have had their asking price reduced and the current sales do not support the City's asking price. John noted that the VCDC is assisting the city in marketing this property but felt the asking price was too high and that potential buyers may be turned away.

Steve Howe, Executive Director of the VCDC, stated they did the appraisal to serve as support for the market value of the lots. He noted that the appraisal values are considerably lower than the values established in 2008 noting that even though it is explained that the city is willing to negotiate the price, potential purchasers are unwilling to go before the City Council when the price difference is so great. Steve stated the appraisal values are more comparable to other commercial and industrial property and even may be a little high as the other lots on the market are not moving. Steve felt that reducing the asking prices for the lots will increase the interest in the property. Steve stated that the VCDC would be willing to accept the land from the city in exchange the VCDC will market the land as the owner.

Discussion followed on the lot values, lot sizes, and marketing plan. Steve explained how he would market the property if it was transferred to the VCDC. Discussion followed on the option of the VCDC ownership and their marketing efforts with Steve Howe noting that if it isn't working the VCDC can transfer ownership back to the city.

The recommendation of the committee was to transfer the Erickson Business park land to the VCDC under a memorandum of understanding that will address the issues such as prices, land lease, platting, future improvements, reimbursement to the city of net sales proceeds, etc.

With no other items before the committee Chairman Meins adjourned the meeting at 9:09 am.

Erickson Park Property

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Vermillion Chamber of Commerce (VCDC), through Vermillion Now!, recently hired LeGrand & Company to perform an appraisal of property identified as Erickson Addition Lots 2 – 5, Block 6, and Lots 1 and 2, Block 7, all zoned General Business District; and

WHEREAS, the VCDC, through the same contract with LeGrand & Company, received an appraisal for Erickson Addition Block 4 and Outlot B, Block 6; and Lots 3 – 7, Block 7; all zoned General Industrial; and

WHEREAS, the City Council has declared a portion of the above mentioned parcels (hereinafter collectively referred to as Lots) surplus and established a price to sell the parcels; and

WHEREAS, the VCDC has requested the Surplus Property Appraisal Committee of the City Council consider adjusting the asking price for the surplus property based upon the appraisal by LeGrand & Company and submitted a proposal to the City of Vermillion (City) to transfer ownership of the Erickson Park property to the VCDC for marketing purposes; and

WHEREAS, the Surplus Property Appraisal Committee of the City Council, after meeting with the VCDC Executive Director to discuss the adjustment of the asking prices, ownership transfer and marketing, now recommends that said transfer take place; and

WHEREAS, in order to facilitate the transfer of the Erickson property from the City to the VCDC for cooperative marketing and in order to reduce to writing the contractual obligation established by the VCDC and the City,

NOW, THEREFORE, this Memorandum of Understanding (MOU) and legally binding contract is entered into by and between the Vermillion Chamber of Commerce and Development Company and the City of Vermillion to set forth, in writing, general terms of the property transfer and the marketing of the property as follows:

1. All parties to this agreement recognize that this is a legally binding contract granting an opportunity for the VCDC to own and market the Erickson Park addition property.
2. The City will transfer ownership of Lots to the VCDC upon ratification of this MOU by the VCDC Board of Directors, all pursuant to SDCL 9-27-36 and SDCL 11-9-2. The transfer is contingent on the following qualifications:
 - a. The VCDC agrees to market the property in accordance with the goals of the strategic plan adopted by the VCDC Board of Directors and Vermillion Now!. The VCDC will provide notice of any changes in the strategic goals to the City Council.
 - b. The VCDC will keep the property taxes current on all of the lots transferred to the VCDC as part of this MOU.

- c. The VCDC will work with the City to obtain market price for the land as stated in the September 1, 2011 LeGrand & Company appraisal or any subsequent appraisal accepted by the City. The City will receive prior notification of all proposed sales and the sale price at least three business days prior to any sale taking place.
 - d. The VCDC will remit the full proceeds of the sale of the any of the lots minus reasonable sale expenses such as title search fees, filing fees, etc. to the City within 30 days of closing.
 - e. The VCDC will vacate the street easement located on the south side of Block 7 and dedicate a portion of land to the public, for the public's use, 36-foot wide along the south side of Block 7.
5. The City, upon sixty days notice to the VCDC, has the right to take back ownership of any and all property transferred by the City to the VCDC through this MOU owned by the VCDC at the time of the notice. The VCDC agrees not to enter into any sale agreements during the sixty day period after the notice has been provided by the City.
 6. As a condition of the sale of any of the lots to a third party by the VCDC, the VCDC will require, in the sale agreement, that the owner must take out a building permit within one year of the date of sale and that all building activity related to the building permit be completed within twenty-four months of the date of issue. Failure to meet this requirement can be a condition for ownership to revert back to the VCDC or its successor.
 7. The City has previously adopted deed covenants for Lots 2-5, Block 6 and Lots 1-7, Block 7. The City requires the VCDC to adopt covenants similar in nature with the concurrence of the City Council for Block 4 and Outlot B, Block 6 prior to any sale of a parcel not currently covered by covenants or before June 30, 2012.
 8. The VCDC will be responsible for all costs to market the Lots.
 9. The VCDC acknowledges that the City has a current farm lease with Nick Merrigan for the Lots, which must be assigned with consent of all parties. The VCDC will honor the lease terms through expiration of the lease. All City's rights and obligations under the lease will inure to the VCDC as a result of said assignment.

Dated this 17th day of October, 2011.

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

VERMILLION CHAMBER OF COMMERCE & DEVELOPMENT COMPANY

By _____

By _____

Dated: _____

Dated: _____



Council Agenda Memo

From: Jose Dominguez, P.E.
Meeting: October 17, 2011
Subject: Stanford Street Easements
Presenter: Jose Dominguez

Background: For several years, the City has been planning on reconstructing Stanford Street from W. Main to W. Cherry Street. The reconstruction will include widening the street to three lanes, extending the storm sewer, constructing an 8-foot trail and constructing a 5-foot sidewalk. This work will be designed through a contract with Sayre Engineering. The costs associated with the project will be paid through a combination of City and Federal funds and assessments.

Discussion: Part of the project requires that the City acquire construction easements for the project. The construction easements will be temporary. The construction easements will expire one (1) year after the project is completed. The City will require a total of nine easements from eight property owners.

Currently, we have acquired the signatures for six of the nine easements. We are also working with the remaining property owners to schedule meetings to discuss the easements.

Financial Consideration: The City will incur the cost to file the easements at the Clay County Register of Deeds. For the six easements, this amount came to \$96.00. Even though the easements have been donated, the State requires money to exchange hands. Due to this requirement, the City will also be paying each property owner a total of \$1.00 per easement, for a total of \$6.00.

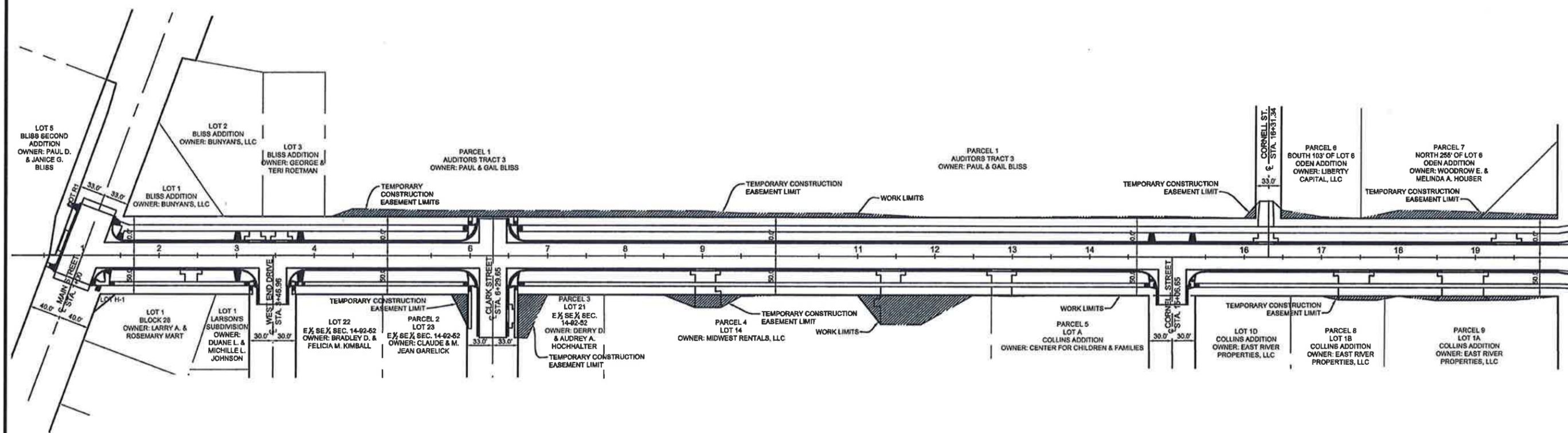
Conclusion/Recommendations: Administration recommends signing temporary construction easements for the construction of Stanford Street.

TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT
STANFORD STREET

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	P 5741(03)	B1	B1



LEGEND
 TEMPORARY EASEMENT





Council Agenda Memo

From: Jose Dominguez, P.E.

Meeting: October 17, 2011

Subject: Developers Agreement with Hansen Funeral Home

Presenter: Jose Dominguez

Background: Hansen Funeral Home is in the early stages of adding to the current building located at 1120 East Main Street. The proposed addition will add 40-feet to the back of the building, and will encroach by 10-feet into the 25-foot rear yard setback.

Discussion: City ordinance requires that buildings stay away from lot lines by a set distance. This distance is dictated by the zoning district where the building is located. The funeral home is currently located within the Neighborhood Commercial District. This district requires that the rear lot line have a setback of 25-feet. This means that no structures should encroach within the setback; accessory buildings are excluded from this requirement.

As mentioned above, the proposed addition will encroach into the 25-foot setback. In order for the addition to take place, the north property line will be moved north 10-feet. This will allow the proposed expansion to take place. The agreement will allow the property to replat the lots no later than April 2012. The property owner requested an extension on the replatting since he plans to develop the north lots into apartments. This will also save on the cost to the owner.

Financial Consideration: The City will not incur any cost.

Conclusion/Recommendations: Administration recommends signing the Developers Agreement with Hansen Funeral Home.

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

AGREEMENT

The City of Vermillion, South Dakota, and Hansen Funeral Home, Inc., witnesseth:

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

The property owner intends to replat 2 lots presently described as:

Lots 1 and 2, Block 1, Potters Addition, City of Vermillion, Clay County, South Dakota

1. City Subdivision Ordinance requires the property to be replatted if a proposed building line crosses a lot line defined either by platting or legal description.
2. The property owner(s) desires to begin construction before the property is replatted.
3. The property shall be replatted by April 30th, 2012.
4. The zoning districts between Lots 1, 2, 7 and 8, Block 1, Potters Addition shall be modified to match the proposed replatted lot lines.
5. The property owner(s) agree that if the replatting is not completed by the agreed date the property owner(s) will be penalized as required under City Ordinance 155.999.
6. The property owners shall provide to the City of Vermillion a **PERFORMANCE BOND** for the improvements described in this agreement.
7. This **AGREEMENT** and **PERFORMANCE BOND** shall be binding on the parties, their successors and assigns and will be recorded in the office of the Register of Deeds of Clay County, South Dakota.

Dated this 11 day of October 2011.

OWNERS



FOR THE CITY OF VERMILLION

John E. (Jack) Powell, Mayor

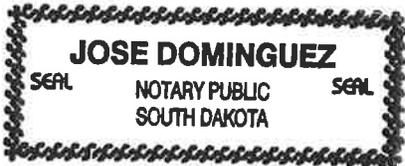
STATE OF SOUTH DAKOTA)

:SS

COUNTY OF CLAY)

On this 11 day of October 2011 before the undersigned officer, personally appeared Robert Hansen known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged that he(he/she/they) executed the same for the purposes therein contained.

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



[Handwritten Signature]

Notary Public

My Commission Expires: 9-9-2015

STATE OF SOUTH DAKOTA)

:SS

COUNTY OF CLAY)

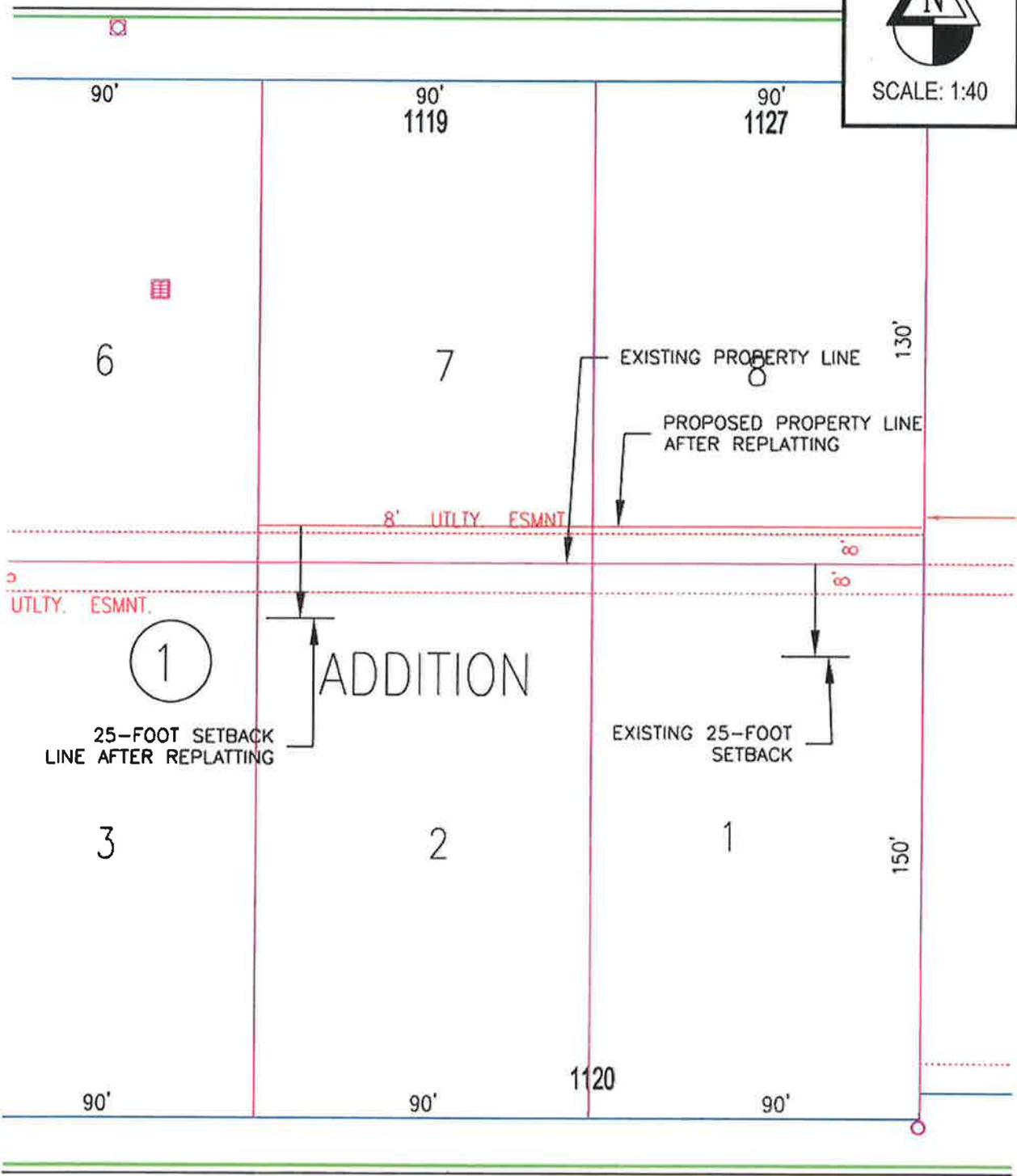
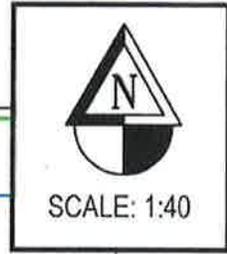
On the _____ day of _____, before me, the undersigned Officer, personally appeared John E. (Jack) Powell, who acknowledged himself as Mayor of the City of Vermillion, and that he as Mayor being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name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

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

Notary Public

My Commission Expires: _____

STREET



STREET

SECTION

LINE

CITY OF VERMILLION

1120 EAST MAIN STREET

10/2011



Council Agenda Memo

From: Jose Dominguez, P.E.
Meeting: October 17, 2011
Subject: Vermillion Flying Service, LLC Hangar Lease
Presenter: Jose Dominguez

Background: The original hangar lease for Vermillion Flying Service, LLC was signed in October 1986. The lease was for a 25-year term with two 15-year options to renew. This will be the first 15-year option to renew.

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

This lease will last for 15-years, or until October 17th, 2027. At which time, the lessee will have the option for another 15-year lease. The lessee will pay the City \$10 per year for the duration of the lease.

Financial Consideration: The City will not incur any cost.

Conclusion/Recommendations: Administration recommends signing the Lease Agreement with Vermillion Flying Services, LLC.

FIXED-BASED OPERATOR'S HANGAR LEASE

THIS AGREEMENT, made and entered into the 17th day of October, 2011, by and between the CITY OF VERMILLION, South Dakota, a municipal corporation, hereinafter referred to as "LESSOR" and VERMILLION FLYING SERVICE, LLC, hereinafter referred to as "LESSEE".

WITNESSETH THAT:

WHEREAS, LESSOR owns and operates HAROLD DAVIDSON FIELD, and LESSOR is willing to lease and let to LESSEE certain premises, hereinafter more fully described and located on said HAROLD DAVIDSON FIELD, upon the terms and conditions hereinafter stated; and

WHEREAS, said leased premises may be used for the operation of all aviation enterprises and services, including, but not limited to, flight training, aircraft maintenance and repair, charter service, aircraft sales and rental, sale of aviation fuel, oil, parts, supplies, agricultural application, air ambulance service, aircraft storage, services common to aviation travelers, together with other services related to the foregoing and other operations approved by LESSOR; and

WHEREAS, LESSOR and LESSEE have heretofore entered into a Fixed Base Operator's Hangar Lease dated the 17TH DAY OF AUGUST, 1977;

NOWTHEREFORE, in consideration of the foregoing and the rents, covenants and agreements contained herein, LESSOR does hereby lease to LESSEE the premises described as follows:

THE NORTH ONE HUNDRED TWENTY-FOUR FEET (N. 124') OF LOT B OF LOT A-2 AND LOT C OF LOTA-2, ALL IN THE REPLAT OF LOT A, SECTION TWENTY-FOUR, TOWNSHIP NINETY-TWO, RANGE FIFTY-TWO, (S24, T92, R52), CLAY COUNTY SOUTH DAKOTA.

1. It is understood and agreed that LESSEE, his/her heirs, executors, administrators and assigns shall be entitled to have and to hold the above described premises for and during the full term of FIFTEEN (15) YEARS from and after the date of this agreement. Further, the LESSEE, his/her heirs, executors, administrators and assigns and grantees shall have ONE (1) option to renew this lease at the end of the term thereof for an additional period of FIFTEEN (15) YEARS, subject to the terms and conditions stated herein.
2. In consideration of the leasing of said premises and permission to perform the stated services, LESSEE hereby agrees to pay LESSOR the annual sum of TEN AND NO/100 DOLLARS (\$10.00) for the term of the lease, with the first annual payment to be due and payable on the 1ST DAY OF JANUARY, 2012, and subsequent annual payments to be due and payable on the FIRST DAY OF JANUARY of each year thereafter.
3. It is understood and agreed that LESSEE shall be privileged to build, construct, erect and maintain an airplane hangar facility and repair shop on the premises herein leased. It is further agreed that LESSEE shall be obligated to maintain the premises in good appearance and shall keep the lawn areas mowed and snow cleared from walkways to public access facilities. LESSEE shall not be required to clear the snow from or otherwise maintain or repair ramps, runways or other public areas.

4. LESSEE, its agents and employees, shall not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public in any manner prohibited by Part 51 of the Federal Aviation Regulations, and LESSEE further agrees to comply with any requirements made to enforce the foregoing which may be demanded of the LESSOR by the United States Government under the authority of said Part 51.
5. LESSEE further agrees to comply with such enforcement procedures as the United States might demand that the LESSOR take in order to comply with Sponsor's Assurances.
6. During the time of war or national emergency, LESSOR shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended; however, if all or a part of the leased area or this lease is suspended, LESSEE shall have the right to recover damages from the United States Government to fairly compensate LESSEE for such loss.
7. LESSEE agrees to hold LESSOR free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by a person or persons, for any wrongful, careless or negligent act or omission of the part of LESSEE, its agent, servants and employees, and from all loss and damages by reason of such acts or omissions.
8. LESSOR covenants with the LESSEE that, upon its paying the rent and performing the covenants herein contained, LESSEE shall, and may peacefully and quietly, have and hold the demised premises for the term and terms set forth herein and LESSOR covenants that it will take no action or in any manner restrict LESSEE'S use of the leased premises pursuant to the terms herein.
9. LESSEE shall have the right, at any time prior to the termination of this lease or any extension or renewal thereof, to remove the hangar and residence structure built upon the leased premises by the LESSEE provided that the LESSEE shall have paid all rents and performed all covenants herein and provided that the structure shall be removed in its entirety.
10. LESSEE shall have the right to assign or transfer all or any part of its interest herein, or sublet the premises or a part thereof, upon written consent by LESSOR, which consent shall not be unreasonably withheld.
11. It is further understood and agreed that this lease supersedes a certain lease dated the 17TH DAY OF AUGUST, 1977, concerning and pertaining to a portion of the within and foregoing real property.
12. LESSOR specifically covenants and agrees that the leasehold interest of the LESSEE shall not be subject to summary forfeiture or cancellation. If any violations of the terms of this lease agreement are noted, LESSEE shall be given written notice thereof and shall be given THIRTY (30) DAYS from the date of such notice in which to correct the deficiency. In the event that LESSEE fails to correct any deficiencies or violations of the lease agreement hereinbefore provided, LESSOR may, at its election, take appropriate action to cancel and forfeit the lease.

13. LESSEE agrees that no external signs or advertising matter not directly related to the services provided by the VERMILLION FLYING SERVICE, LLC may be erected without the consent of the LESSOR.
14. LESSOR reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
15. If a substantial change is made by the LESSOR at said airport so as to necessitate a change of location of the hangars, LESSOR shall have the right to require LESSEE to move its hangar at LESSOR'S expense to another location provided for privately owned hangars. Provided, however, that such new location shall be at the choice of LESSEE so as to ensure a comparable equivalent location and size of the lot.
16. LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport. However, LESSOR shall not prevent LESSEE from providing services contemplated hereby, subject only to provisions of paragraph 6 above.
17. This lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of an airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.
18. The LESSEE, VERMILLION FLYING SERVICE, LLC. , reserves the right to carry on an aerial application operation, however no chemicals may be stored, handled, dispensed, etc. on this leased property. Aircraft used in the operation of aerial application may not be stored on this leased property, except for any long term storage and maintenance that may, from time to time, be performed.
19. This AGREEMENT shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereunto have executed this lease on the day and year first written above.

CITY OF VERMILLION, SOUTH DAKOTA
A Municipal Corporation (LESSOR)

VERMILLION FLYING SERVICE, LLC.
(LESSEE)

By: _____
John E. (Jack) Powell
Its: Mayor

By: _____
Its: President

ATTEST:

Michael Carlson, Finance Officer



Council Agenda Memo

From: Jose Dominguez, P.E.

Meeting: October 17, 2011

Subject: Resolution to designate disabled parking along Church Street (First Baptist Church)

Presenter: Jose Dominguez

Background: Recently, the City was contacted by the First Baptist Church to see if the City could provide a disabled parking space along Church Street, just south of East Main Street. The Church currently has no off-street parking available; therefore, the congregation parks on either Main Street or Church Street.

Discussion: Vehicles are currently allowed to park along both sides of Church Street. Along the Church Street frontage of the Church, there are approximately four parking stalls. The proposed disabled parking, along with the proposed handicap ramp, will remove two stalls.

The disabled parking may also be utilized by the adjoining businesses during the week.

Financial Consideration: The City will only incur the costs of placing three signs on two new posts and the publication of the resolution to make this change.

Conclusion/Recommendations: Administration recommends the adoption of the resolution designating Disabled Parking along Church Street by the First Baptist Church.

RESOLUTION TO DESIGNATE DISABLED PARKING SPACE ALONG CHURCH
STREET (BY THE FIRST BAPTIST CHURCH)

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

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

WHEREAS, there is a need for some of the parking along Church Street to be designated to serve persons with disabilities.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Vermillion, South Dakota that one (1) parking spot be designated as Disabled Parking Space along the east side of Church Street fronting the First Baptist Church.

Dated at Vermillion, South Dakota this 17^h day of October, 2011.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

By: John E. (Jack) Powell, Mayor

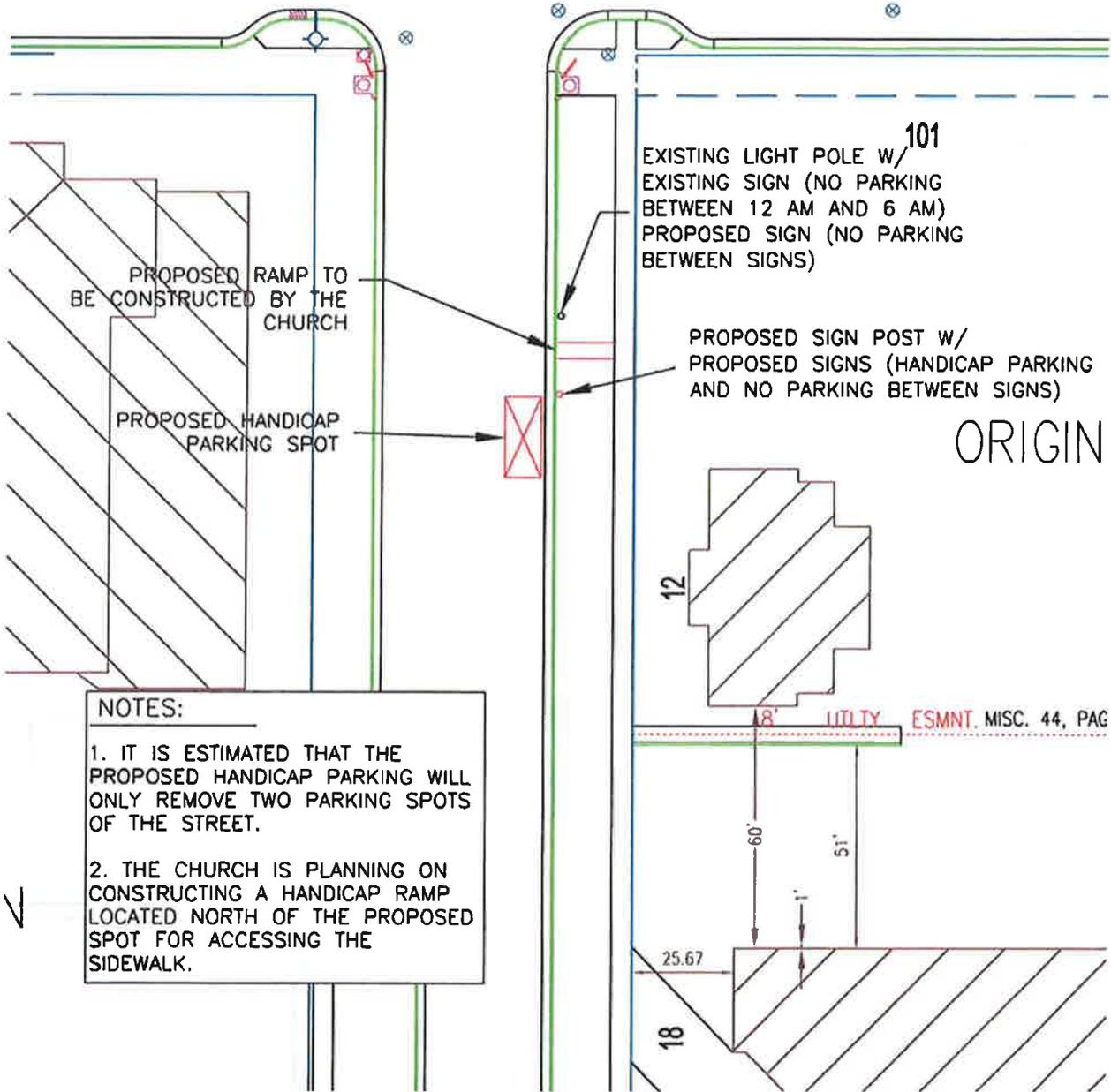
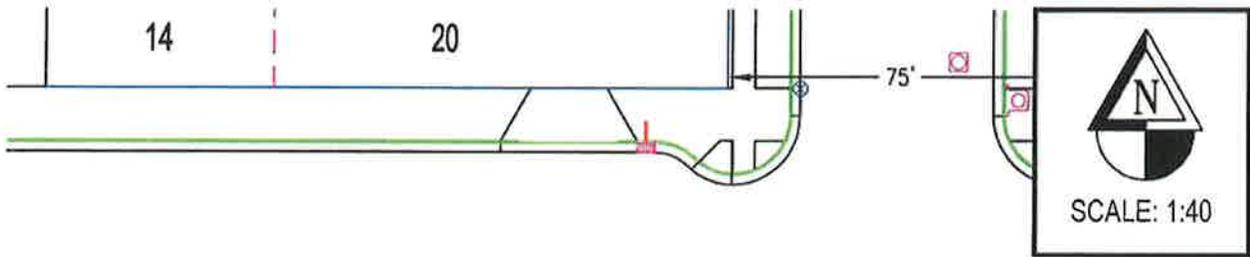
Attest:

Michael D. Carlson, Finance Officer

Approved: November 15, 2010

Publish: November 26, 2010

Effective: December 16, 2010



NOTES:

1. IT IS ESTIMATED THAT THE PROPOSED HANDICAP PARKING WILL ONLY REMOVE TWO PARKING SPOTS OF THE STREET.
2. THE CHURCH IS PLANNING ON CONSTRUCTING A HANDICAP RAMP LOCATED NORTH OF THE PROPOSED SPOT FOR ACCESSING THE SIDEWALK.

CITY OF VERMILLION
 INVOICES PAYABLE-OCTOBER 17, 2011

1 ARCHITECTURE INCORPORATED	PROFESSIONAL SERVICES	19,255.50
2 AVERA QUEEN OF PEACE HEALTH	TESTING	529.30
3 BROADCASTER PRESS	ADVERTISING	1,238.76
4 BUREAU OF ADMINISTRATION	TELEPHONE-LONG DISTANCE	306.91
5 CENTURYLINK	TELEPHONE-LINE FEE (2 MONTHS)	5,012.38
6 CITY OF VERMILLION	LANDFILL VOUCHERS	600.00
7 CLAUDE & M. JEAN GARELIK	EASEMENT-STANFORD	1.00
8 CLAY CO REGISTER OF DEED	FILING FEE-EASEMENTS	194.00
9 CLAY-UNION ELECTRIC CORP	ELECTRICITY	896.39
10 DAN GOEDEN	SAFETY BOOT REIMBURSEMENT	100.00
11 DEPT. ENVIRONMENT NATL RES	LANDFILL OPERATIONS FEE	3,265.79
12 DERRY D. & AUDREY A. HOCHHALTER	EASEMENT-STANFORD	1.00
13 EAST RIVER PROPERTIES	EASEMENT-STANFORDS	2.00
14 FIRST NATIONAL BANK	CITY HALL DEBT SERVICE	260,724.26
15 FOREMAN MEDIA	COUNCIL MTG	50.00
16 GRAHAM TIRE CO.	TIRES	473.38
17 GREGG PETERS	MANAGERS FEE/PROFITS	23,691.68
18 INTELLI TRACK	SOFTWARE MAINTENANCE	1,640.00
19 KNOLOGY	DIAL-UP SERVICE	49.95
20 LOREN FISCHER DISPOSAL	HAUL CARDBOARD	140.00
21 MATHESON TRI-GAS, INC	CYLINDER RENTAL	150.09
22 MIDAMERICAN	GAS USAGE	469.63
23 MIDCONTINENT COMMUNICATION	CABLE/INTERNET SERVICE	95.95
24 MIDWAY SERVICE, INC	FUEL	2,292.18
25 MIDWEST RENTALS, LLC	EASEMENT-STANFORD	1.00
26 PFEIFER IMPLEMENT CO.	PARTS	61.42
27 RESERVE ACCOUNT	POSTAGE FOR METER	950.00
28 SD DEPT OF LABOR	UNEMPLOYMENT REIMBURSEMENT	1,119.78
29 SD PUBLIC ASSURANCE ALLIANCE	LIABILITY/VEHICLE INSURANCE	113,195.45
30 SPRINT	CELL PHONES	987.96
31 STERN OIL CO.	FUEL	17,226.25
32 THE EQUALIZER	ADVERTISING	241.00
33 US POSTMASTER	POSTAGE FOR UTILITY BILLS	975.00
34 VERMEER HIGH PLAINS	PARTS	157.71
35 VISA/FIRST BANK & TRUST	FUEL/SUPPLIES	194.71
36 WOODY & MINDY HOUSER	EASEMENT-STANFORD	1.00
	GRAND TOTAL	\$456,291.43