



**Special Meeting Agenda
City Council**

12:00 p.m. (Noon) Special Meeting
Monday, April 6, 2020
Large Conference Room – City Hall
25 Center Street
Vermillion, South Dakota 57069

1. **Roll Call.**
2. **Visitors to Be Heard.**
3. **Playground and Basketball court update due to COVID-19 – Jim Goblirsch.**
4. **Briefing on the April 6, 2020 City Council Regular Meeting** – Briefings are intended to be informational only and no deliberation or decision will occur on this item.
5. **Executive Session – Economic Development matters.**
6. **Adjourn.**

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

Addressing the Council: Persons addressing the Council shall be recognized. 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 other electronic devices be turned off during the meeting.

Executive Sessions may be called to discuss Contractual, Litigation and Personnel Matters under SDCL 1-25-2. A majority of the governing body must vote to go into Executive Session to address:

- The qualifications, competence, performance, character or fitness of any public officer or employee
- To consult with legal counsel or review communications from legal counsel about proposed or pending litigation or contractual matters
- To prepare for contract negotiations or negotiating with employees or employee representatives
- To discuss marketing or pricing strategies by a Board or Commission of a business owned by the City when public discussion may be harmful to the competitive position of the business.

Any official action concerning such matters shall be made at an open public meeting.



City of Vermillion Council Agenda

7:00 p.m. Regular Meeting
Monday, April 6, 2020
City Council Chambers
25 Center Street
Vermillion, South Dakota 57069

1. Roll Call

2. Pledge of Allegiance

3. Minutes

- a. March 16, 2020 Special Meeting; March 16, 2020 Regular Meeting; March 24, 2020 Emergency Meeting; and March 30, 2020 Emergency Meeting.

4. Adoption of the Agenda

5. Visitors to be Heard

- a. Arbor Day proclamation.

6. Public Hearings

- a. Transfer of the retail on sale liquor license from BACT Group, LLC to PR Vermillion, LLC for Pizza Ranch at 912 North Dakota Street.

7. Old Business

- a. Review of Ordinance 1413 and determine continuation of the Emergency Ordinance.

8. New Business

- a. Update on downtown infrastructure project (Streetscape project).
- b. Agreement for professional services with Helms and Associates for Hangar Taxilane Reconstruction Project at Harold Davidson Field.
- c. Agreement to change the designation and maintenance of the sanitary sewer from North Norbeck Street to 310-feet east along the vacated right-of-way of Madison Street.

9. Bid Openings

- a. Fuel quotes.
- b. West Main Street Lights

10. City Manager's Report

11. Invoices Payable

12. Consensus Agenda

- a. Set a public hearing date of April 20, 2020 for a retail on-off sale malt beverage and SD Farm wine license for BeBee Street II, Inc for Carey's Bar at 18 West Main Street.

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. The City Council typically has a Special Meeting on the first and third Monday of each month at Noon.

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

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
March 16, 2020
Monday 12:00 noon

The special session of the City Council, City of Vermillion, South Dakota was held on Monday, March 16, 2020 at 12:00 noon at the City Hall large conference room.

1. Roll Call

Present: Hellwege, Holland, Humphrey, Price, Sorensen, Ward, Mayor Powell

Absent: Collier-Wise, Willson

2. Visitors to be Heard - None

3. Covid-19 Discussion

Mayor Powell stated that he would like the City to issue a statement at the evening meeting on the Covid-19 virus. Discussion followed on the different information outlet websites and which to follow.

Matt Betzen, Police Chief; Matt Callahan, Fire/EMS Chief; James Goblirsch, Director of Parks & Recreation; Daniel Burniston, Library Director reported to the City Council on how their departments are addressing the Covid-19 virus with all noting that they would recommend following the information being provided by the Center for Disease Control (CDC) and the South Dakota Department of Health.

Kevin O'Kelly, representing USD, reported on how USD is responding to the Covid-19 virus noting that the responses from USD all go through the Board of Regents.

John Prescott, City Manager, noted that he had sent out a draft Covid-19 statement for consideration. Discussion followed on the statement wording noting the need to include providing the links for the CDC and SD Department of Health.

4. Briefing on the March 16, 2020 City Council Regular Meeting

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

6. Adjourn

57-20

Alderman Ward moved to adjourn the Council special session at 1:00 p.m. Alderman Humphrey seconded the motion. Motion carried 7 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 16th day of March, 2020.

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
March 16, 2020
Monday 7:00 p.m.

The regular session of the City Council, City of Vermillion, South Dakota was called to order on Monday, March 16, 2020 at 7:00 p.m. by Mayor Powell.

1. Roll Call

Present: Hellwege, Holland, Humphrey, Price, Sorensen, Ward, Willson, Mayor Powell

Absent: Collier-Wise

2. Pledge of Allegiance

3. Minutes

A. Minutes of March 2, 2020 Special Meeting; March 2, 2020 Regular Meeting

58-20

Alderman Sorensen moved approval of the March 2, 2020 Special Meeting and March 2, 2020 Regular Meeting minutes. Alderman Price seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

4. Adoption of Agenda

59-20

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

5. Visitors to be Heard

A. City Response on COVID-19

Mayor Powell provided a City of Vermillion response to the COVID-19 virus and encouraged citizens to use the Center for Disease Control or the SD COVID-19 hotline at 1-800-997-2880.

B. Census 2020 proclamation

Alderman Holland read the proclamation recognizing the importance of being counted in the 2020 Census and proclaiming April 1, 2020 as "Census Day". Mayor Powell presented the proclamation to Nate Welch, Executive Director of the VCDC. Nate thanked the City Council for the proclamation on behalf of the local Complete Count Committee. Nate encouraged residents to complete the on line census and be counted as part of our community.

6. Public Hearings

A. Special daily malt beverage and wine license for the Vermillion Area Chamber of Commerce and Development Company on or about April 2, 2020 at the Sanford Coyote Sports Center Main Competition Court and Concourse at 1101 N Dakota Street for annual banquet

Mike Carlson, Finance Officer, reported that the Vermillion Area Chamber of Commerce and Development Company is looking to reschedule their annual banquet. Mike noted that since there was a public hearing scheduled for the special license, he suggested a motion to acknowledge that the VCDC has requested to withdraw their special license application for their event on or about April 2, 2020 thus no action is needed on the application. Nate Welch, Executive Director of the VCDC, reported that it was a hard decision to postpone the event which serves as a celebration of the local community. Nate stated that the VCDC is encouraging support of local businesses during the current times to keep our community strong.

60-20

Alderman Price moved to acknowledge that the VCDC has requested to withdraw their special license application for their event on or about April 2, 2020 thus no action is needed on the application. Alderman Humphrey seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. Special daily malt beverage and wine license for the USD Military Science Department on or about April 17, 2020 at the Muenster University Center second floor large room for a military ball event

Mike Carlson, Finance Officer, reported that the USD Military Science Department has notified the City that they are canceling their military ball scheduled for April 17, 2020 and are requesting to withdraw their application for a special license. Mike noted that since a public hearing was advertised for this meeting he suggested a motion to acknowledge that the USD Military Science Department has requested to withdraw their special license application for their event on or about April 17, 2020 thus no action is needed on the application. Alderman Sorensen wanted to recognize the local ROTC program for its years of service to the university and community.

61-20

Alderman Holland moved to acknowledge that the USD Military Science Department has requested to withdraw their special license application for their event on or about April 17, 2020 thus no action is needed on the application. Alderman Price seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

7. Old Business - None

8. New Business

A. Update on the process to select a consultant for downtown infrastructure project (Streetscape project)

Jose Dominguez, City Engineer, reported that for years businesses in downtown Vermillion and the City have been working to improve the Main Street area. Jose noted that besides improving the building facades, addition of the Pocket Park and Ratingen Platz, the community has been trying to complete a streetscape project that would tie Main Street together and serve as a frame to showcase the downtown area. Jose stated that the City create the Business Improvement District #2 (BID) that has its own board members. Jose noted that this BID was created with the intent and to provide a funding mechanism to bring the streetscape plan that downtown Vermillion has wanted to complete. Jose stated that the BID Board chose to select a consultant based on qualifications rather than cost. Jose reported that Request for Qualifications (RFQ) were sent to 21 consultants on February 7, 2020 and the City received eight proposals by the February 25, 2020 deadline. Jose reported that the proposals received were reviewed by the BID Board and Staff that determined the three most qualified consultants are KLJ, Stockwell Engineers, and Banner Associates. Jose reported that the three

consultants were interviewed on March 11, 2020 and the BID Board met again during the afternoon of Friday, March 13, 2020 to further discuss which consultant to continue working with on the downtown project. Jose reported that the BID Board chose to keep working with Stockwell Engineers to develop a Scope of Engineering, and a cost for the consultant's work on the project. Jose reported that these documents are planned to be presented for consideration by the City Council at the April 6th meeting. Jose stated that, once the Council approves these documents, the City will start working with Stockwell Engineers on developing the construction documents anticipating having the construction documents completed by December 2020. Jose noted that the construction of the project is planned to start in the spring of 2021 with substantial completion occurring no later than September 30, 2021. Jose stated that there is no City Council motion needed at this time but the intent of this agenda item is to inform the City Council and the public of where the project is at this point.

B. Planning Commission appointments

Mayor Powell reported that Kate Fitzgerald has submitted an Expression of Interest form for the one of the two openings on the Planning Commission. Discussion followed with the recommendation of appointment to the term expiring in June 2022.

62-20

Alderman Price moved approval of the appointment of Kate Fitzgerald to the Planning Commission to fill a term expiring June 2022. Alderman Ward seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

C. Consolidated Board of Equalization appointments

Mike Carlson, Finance Officer, reported that, as part of the Consolidated Board of Equalization agreement between the County, City and School, the City needs to appoint three members to serve on the Consolidated Board of Equalization that will meet April 14th and, if needed, another day later in April. Mike noted that the appointment should include that the remaining Council members will serve as alternates if one of the members is unable to serve. Discussion followed with Alderman Holland, Humphrey and Ward volunteering to serve.

63-20

Alderman Price moved approval of the appointment of Alderman Holland, Humphrey and Ward to serve on the Consolidated Board of Equalization with the remaining members to serve as alternates. Alderman Hellwege seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

D. Resolution authorizing the purchase of a Solid Waste Department Loader for the landfill

Jose Dominguez, City Engineer, reported that the 2020 landfill budget included the replacement of the small loader. Jose reported that Sourcewell, formerly the National Joint Powers Alliance (NJPA), has bids with Volvo and Caterpillar Company for comparable equipment. Jose reported that staff reviewed the bids from both of the manufacturers and recommended the bid from the Caterpillar Company for a 2020 906M Cat loader for \$86,567.54. Jose stated that the Caterpillar Company's distributor for South Dakota is Butler Machinery of Sioux Falls, SD and they have agreed to sell a Cat 906M loader to the City at the Sourcewell awarded bid amount. Jose stated that Butler has offered \$23,000 for the City's existing 2014 906H Cat loader for a net bid of \$63,567.54. Jose stated that the second bid was for a Volvo L25HS for \$82,234.00. Jose reported that they have offered \$21,000 for the City's existing loader for a net bid of \$61,234. Jose reported that the City has purchased tires for the existing 2014 Cat loader at a cost of \$8,000 which will fit the 2020 Cat loader, but not the 2020 Volvo loader. Jose recommended approval of the resolution to purchase the Cat loader and trade in the old loader based familiarity with Cat equipment, the predominance of Cat equipment in the region, and the recent purchase of tires for a Cat loader. Discussion followed.

64-20

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

RESOLUTION AUTHORIZING THE PURCHASE OF
A SOLID WASTE DEPARTMENT LOADER

WHEREAS, SDCL 5-18A-37 authorizes a governmental entity to enter into agreements with purchasing agents in any other state for purchases under a joint agreement or contract at the accepted bid price and the concurrence of said bidder; and

WHEREAS, the City of Vermillion has reviewed and determined that the bid awarded by Sourcewell (formerly known as the National Joint Powers Alliance) for a 2020 906M Cat loader from Caterpillar in the amount of \$86,567.54 offers an advantageous price to the City for said item; and

WHEREAS, the proposal offered by Caterpillar also includes a trade-in value for the City's 2014 Caterpillar 906H loader of \$23,000.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Vermillion, that the City Manager or the City's Finance Officer is hereby

authorized to purchase a new 2020 Cat 906M loader from Butler Machinery of Sioux Falls, South Dakota for a price of \$63,567.54 after trade-in.

Dated at Vermillion, South Dakota this 16th day of March, 2020.

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 Price. 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.

E. Resolution authorizing the purchase of forklift for the Waste Water Treatment Plant

Jose Dominguez, City Engineer, reported that the 2020 equipment replacement fund budget included the replacement of the 1998 Yale forklift for the Wastewater Department. Jose noted that statute allows a purchasing agency to purchase equipment that cost less than \$50,000 without going out to bids. Jose reported that two quotes were received for the new forklift which included a trade-in value for the existing 1998 Yale forklift. Jose reported that the bids were from Riekes Equipment for a Yale GP050MX for \$31,288.40 less trade of \$4,400.00 net of \$26,888.40 and MH Equipment for a Hyster H50XT for \$31,556.40 less trade of \$4,000.00 net of \$27,556.40. Jose recommended approval of the resolution to purchase the Yale GP050MX for \$31,288.40 less trade of \$4,400.00 net of \$26,888.40 from Riekes Equipment. Discussion followed.

65-20

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

RESOLUTION AUTHORIZING THE PURCHASE OF
A WASTEWATER FORKLIFT

WHEREAS, SDCL 5-18A-22(19) authorizes a governmental entity to purchase equipment that cost less than \$50,000 without going through the formal bid process; and

WHEREAS, the City requested two quotes from different suppliers of forklift equipment; and

WHEREAS, the City of Vermillion has reviewed and determined that the quote for a Yale GP050MX from Riekes Equipment in the amount of \$31,288.40 offers an advantageous price to the City for said item, and

WHEREAS, the proposal offered by Riekes Equipment also includes a trade-in value for the City's 1998 Yale forklift of \$4,400.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Vermillion, that the City Manager or the City's Finance Officer is hereby authorized to purchase a new 2020 Yale GP050MX forklift from Riekes Equipment of Sioux Falls, South Dakota for a price of \$26,888.40 after trade-in.

Dated at Vermillion, South Dakota this 16th day of March, 2020.

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 Humphrey. 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.

F. Surplus of Bluffs golf course mower and Sale to the City of Tyndall, South Dakota

Jose Dominguez, City Engineer, reported that in October 21, 2019 the City Council approved the resolution allowing for the purchase of a 2020 Toro Greensmaster 3300 TriFlex mower from Midwest Turf & Irrigation of Omaha for the price of \$46,724. Jose noted that, at that time, the Staff did not ask for the existing mower to be declared surplus due to the fact that we were not sure of when the new mower would arrive. Jose reported that The City of Tyndall is interested in purchasing the mower and has made a verbal offer of \$10,000 for the mower. Jose reported that state statute allows the transfer of property between governing bodies at terms and conditions agreed upon by the respective governing bodies. Jose recommended declaring the 2011 Toro Greensmaster 3150 surplus and

awarding the sale of the equipment to the City of Tyndall contingent on receiving a formal request and a check for \$10,000. Discussion followed.

66-20

Alderman Hellwege moved approval of declaring the 2011 Toro Greensmaster 3150 surplus and awarding the sale of the equipment to the City of Tyndall contingent upon receiving payment of the \$10,000 purchase price. Alderman Price seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

9. Bid Openings

A. Prentis Park sidewalk along Plum Street

Jose reported that as part of the improvements to Prentis Park the 2020 budget included extending the sidewalk along the west side of the park North Plum Street from East Clark Street to East Main Street. Jose reported that bids were opened on March 11th with the low bid of \$23,636.00 from M & M Construction. Discussion followed.

Bids: M & M Construction - \$23,363.00, Walker Construction- \$27,121.31, T&M Concrete - \$54,691.20.

67-20

Alderman Sorensen moved approval of the low bid of M & M Construction from \$23,636.00 for the Prentis Park sidewalk improvements. Alderman Willson seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

B. 2020 Chip seal project

Jose Dominguez, City Engineer, reported that chip sealing is a cost-effective way to extend the life of asphalt streets between more expensive overlays. Jose stated that the process consists of the application of rapid curing polymerized asphalt oil which is covered by quartzite chips. Jose stated that the chip seal oil protects the existing asphalt overlay surface by sealing small cracks and voids while the quartzite chip layer also reduces the sun's UV effects on the surface. Jose reviewed a map of the streets to be chip sealed this year. Jose reported that bids were opened March 11, 2020 for the 2020 Chip Seal Project with two bids received. Jose recommended the low bid from Topkote of Yankton in the amount of \$117,008.50. Discussion followed.

Bids: Topkote - \$117,144.00; The Road Guy - \$147,144.00

68-20

Alderman Hellwege moved approval of the low bid of Topkote for the 2020 chip seal project of \$117,008.50. Alderman Price seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

10. City Manager's Report

A. John stated that the City Council has declared an emergency for the replacement of the water main under the Vermillion River along Dakota Street. John reported that bid specifications were prepared and we received 2 bids which were opened Friday, March 13th. John reported that the low bid was from TE Underground, LLC out of Tyler, MN at a cost of \$132,730. John stated that the other bid received was from Gator Brothers Boring, Inc for \$199,832. John reported that the low bidder was notified and they have ordered the materials for the project and contract documents will be completed this week. John noted that Banner Engineering has worked with TE Underground on projects in the past and they recommend them for this project.

B. John stated that there is one opening on the Planning Commission for a term expiring in June 2020. John requested that interested citizens complete an Expression of Interest form available via the City's website or at City Hall by noon on April 2nd in anticipation of an appointment at the April 6th meeting.

C. John stated that there is one opening on the Historic Preservation Commission for a term expiring in August 2021. John requested that interested citizens complete an Expression of Interest form by noon on Thursday, April 2nd in anticipation of an appointment at the April 6th meeting.

D. John reported that Paint South Dakota Program will take place again this June. John stated that they are seeking a volunteer group to paint a house and the home must be a single, family owner-occupied home in need of painting. John noted that the home owner should be physically or financially unable to paint the home. John asked that eligible homeowners and volunteer groups contact the City so that Vermillion can apply to be one of the 25 locations in SD this year. John noted that the applications are due by April 17th.

PAYROLL ADDITIONS AND CHANGES

Police: Jessica Newman \$26.87/hr; Golf Clubhouse: Dennis Chandler \$21.03/hr; Golf Maintenance: Mark Clark \$33.20/hr, Derek Wolterman \$9.50/hr; Water: Zach Hammond \$19.80/hr

11. Invoices Payable

69-20

Alderman Hellwege moved approval of the following invoices:

AMS Building System LLC	refund utility fees	10.65
Andrew Wickre	safety boots reimbursement	100.00
AT&T Mobility	mobile hot spots	454.63
Blackstone Publishing	books	50.00
Broadcaster Press	advertising	1,876.26
Buhls Cleaners	mat/mop service	372.64
Bureau Of Administration	telephone	284.06
Butch's Propane Inc	propane	1,931.40
Cask & Cork	merchandise	499.20
CenturyLink	telephone	1,588.67
Clay Rural Water System	water usage	64.50
Clay-Union Electric Corp	electricity	1,923.78
Core & Main LP	supplies	510.00
Dakota Beverage	merchandise	9,231.73
Dakota Pc Warehouse	supplies	179.98
Dubois Chemicals	soda ash	22,160.16
Eagle Caulking	housing rehab-repairs	1,200.00
Echo Electric Supply	supplies	357.72
Filtertec	filters	1,127.03
Fred Balleweg	safety glasses reimbursement	150.00
Gale/Cengage Learning Inc	books	80.80
Global Dist.	merchandise	410.00
Gregg Peters	managers fee/freight	8,136.00
Industrial Chem Labs	supplies	222.11
Ingram	books	1,506.86
Jacks Uniform & Eqpt	uniform	39.90
John A Conkling Dist.	merchandise	5,263.85
John C. Prescott	meals reimbursement	20.00
Johnson Brothers Of SD	merchandise	11,766.60
Jones Food Center	supplies	335.68
Locators And Supplies, Inc	supplies	307.88
Loren Fischer Disposal	haul cardboard	2,170.00
Malloy Electric	parts	2,273.64
Mark Clark	lodging reimbursement	140.08
Matheson Tri-Gas, Inc	cylinder rental	82.28
Menards	supplies	150.37
Meredith Books	books	36.11
Merrick Industries	parts	3,255.07

Micro Marketing LLC	books	178.96
MidAmerican	gas usage	6,192.07
Midcontinent Communication	internet/cable service	746.57
Midwest Alarm Co	alarm monitoring	156.75
Midwest Turf & Irrigation	parts	74.59
NCL Of Wisconsin, Inc	chemicals	416.46
Nebraska Journal-Leader	advertising	437.16
Netsys+	professional services	211.50
Newman Signs, Inc	supplies	280.83
O'Reilly Auto Parts	parts	21.99
Office Of Fire Marshal	boiler inspection	120.00
Prairie Berry Winery	merchandise	840.00
Print Source	supplies	270.00
Prochem Dynamics	supplies	156.84
Quadient	postage for meter	730.00
Quill	supplies	27.19
R&R Repair	baler repairs	24,510.10
RDO Equipment Co	parts	369.72
Recorded Books, Inc	books	289.40
Republic National Distributing	merchandise	11,328.32
Running Supply, LLC	supplies	358.47
Sanford Health Plan	participation fees	54.00
Schaeffer Mfg. Co	supplies	708.00
SD DENR	landfill operations fee	2,676.71
SD Dept Of Health	testing	150.00
SD Humanities Council	registration	50.00
SD Retirement System	contribution	50.56
SD Special Olympics	sponsor fee	2,500.00
SD State Poetry Society	membership dues	35.00
Service Master Of SE SD	custodial	482.63
Sooland Bobcat	stump grinder rental	225.00
Southern Glazer's Of SD	merchandise	3,130.10
Staples Business Credit	supplies	1,899.07
Stern Oil Co.	fuel	9,060.30
Sturdevants Auto Parts	parts	266.68
Syncb/Amazon	books/dvds/supplies	680.81
The Equalizer	advertising	1,085.00
The New Sioux City Iron Co	blade sharpening	24.00
Titleist-Acushnet Company	merchandise	1,809.74
Tri Tech Sales	parts	230.65
True Brands	merchandise	209.84
United Laboratories	supplies	990.00
United Parcel Service	shipping	16.18

Us Postmaster	postage for utility bills	975.00
Utility Equipment Co.	water meters	16,533.22
Viking Industrial Painting	ground storage reservoir imp	137,689.11
Waste Management Of WI-MN	waste hauling	955.80
Wesco Distribution, Inc	electric meters	4,028.00
WH Over Museum	books	30.00
Wheeler's Handyman Service	housing rehab-repairs	3,800.00
Yankton Janitorial Supply	supplies	90.25
Ziegler Inc	repairs	196.47
Zimco Supply Co	supplies	1,598.95

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

12. Consensus Agenda

A. Set a public hearing date of April 6, 2020 for the transfer of the retail on sale liquor license from BACT Group, LLC to PR Vermillion, LLC for Pizza Ranch at 912 North Dakota Street

70-20

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

13. Adjourn

71-20

Alderman Ward moved to adjourn the Council Meeting at 7:42 p.m. Alderman Sorensen seconded the motion. Motion carried 8 to 0. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 16th day of March, 2020.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA
BY _____

John E. (Jack) Powell, Mayor

ATTEST:

BY _____
Michael D. Carlson, Finance Officer

Published once at the approximate cost of _____.

Unapproved Minutes
Council Special Session
March 24, 2020
Tuesday 5:00 p.m.

The special session of the City Council, City of Vermillion, South Dakota was called to order on Tuesday, March 24, 2020 at 5:00 p.m. by Mayor Powell.

1. Roll Call

Present: Collier-Wise, Hellwege (by phone), Holland, Humphrey, Price, Sorensen, Ward, Willson (by phone), Mayor Powell

2. Pledge of Allegiance

3. Adoption of Agenda

72-20

Alderman Price moved approval of the agenda. Alderman Humphrey seconded the motion. A roll call vote of the Governing Body was as follows: Collier-Wise-Y, Hellwege-Y, Holland-Y, Humphrey-Y, Price-Y, Sorensen-Y, Ward-Y, Willson-Y, Mayor Powell-Y. Mayor Powell declared the motion adopted.

4. Visitors to be Heard - None

5. Public Hearing

A. First Reading of Ordinance 1413 Implementation of Certain Emergency Measures to Slow the Community Spread of COVID-19

Mayor Powell reported on conference calls with Governor Noem, SD Department of Health and other first class cities in the state last week and again on Monday to develop a uniform response regarding measures to slow the community spread of COVID-19. Mayor Powell reported that it appears the state would like the cities to take the lead in responding as they know their communities. Mayor Powell stated that, in response to the spread over the weekend, cities are adopting ordinances to implement certain emergency measures and it was suggested that the restrictions be similar in cities. Mayor Powell asked John Prescott, City Manager, to review the proposed ordinance.

John Prescott, City Manager, reported that, over the last two weeks, the impact of COVID-19 has greatly affected our community in a number of ways. John reported that last Friday afternoon there was a conference call with Governor Kristi Noem and SD Department of Health Secretary Kim

Malsam-Rysdon and most of the other first class community Mayors, City Managers, or City Administrators. John noted that the topic of the conference call was restrictions on public gathering places such as bars and restaurants. John noted that at the end of the call he did not believe that any community had established a governing body meeting date to implement restrictions on gatherings but all the communities were monitoring the situation. John reported that over the weekend with some of the first community spread of COVID-19 in South Dakota, local efforts to implement restrictions on public gatherings began to take place. John stated that Rapid City and Huron had first reading of an ordinance on Sunday, March 22, 2020 with second reading of their ordinances scheduled for Friday and Thursday, respectively, of this week. John noted that Watertown and Brookings considered similar ordinance at Monday evening meetings and that Yankton may be considering an action today. John stated that the first class cities are working together in this effort to present a similar set of standards among the communities. John reported that Proposed Ordinance 1413 has one additional "Whereas" referencing the Governor's Executive order that was issued late this afternoon. John also noted that there is some variance in the last "Whereas" paragraph as only the Rapid City ordinance and the attached proposed ordinance contain this paragraph. John reviewed the proposed ordinance noting that the earliest start date would be after second reading that can be anytime on March 30, 2020. John suggested adding to the exemptions in Section 5 to add parks, trails, hike/bike path, and the Bluffs golf course. John noted that the emergency ordinance would be effective for a sixty (60) day period. John reported that the proposed ordinance states that the City Council would consider the continuation of the restrictions at each regular meeting during the 60-day time period. John noted that a special meeting can be called with a 24-hour notice to make changes to the end date. John noted that, if the City Council would prefer to set an end date, we have sample language for that. John noted that the emergency ordinance requires two readings five days apart thus if first reading is tonight the earliest second reading could be Monday March 30th. John reported that the draft ordinance was the topic of a meeting of the restaurant and bar owners put together this afternoon by the VCDC.

Mayor Powell requested public comment.

Kevin Annis, resident of 810 N Crawford Road, thanked the City Council for taking steps to slow the spread of the virus but also allowing the convenience stores to remain open as they serve the citizens of the community. Kevin asked if the City Council would consider allowing video lottery to remain open if accommodations can be made for social distancing.

Alderman Sorensen read a letter received from Dr. Vicki Walker encouraging best practices for all business that will remain open to prevent the spread of the virus.

Alderman Collier-Wise read a letter from Dr. Lana Svien who supported Governor Noem's executive order to protect the community as well a letter from Dr. Courtney Merkwon who noted the COVID-19 virus is serious and the City needs to take steps to protect the public.

Discussion followed on the proposed ordinance including consideration of a fine or penalty, how to define the video lottery, if nail salons, hair salons and massage parlors should be included in the list of closures, the need to include central daylight time, and timing for second reading.

The consensus was to schedule a special meeting for March 30, 2020 at 9:00 a.m. for second reading of the proposed ordinance.

73-20

Mayor Powell read the title to the above mentioned Ordinance and Alderman Price moved adoption of the following Resolution with amendments to the proposed ordinance to change the effective time to 9:00 a.m. CDT Monday, March 30, 2020, in Section 2 to include hair and nail salons, barber shops and massage parlors, in Section 4 to change casinos to video lottery casino operations and add 5 j. Parks, trails, hike/bike path and the Bluffs Golf Course:

BE IT RESOLVED that the minutes of this meeting shall show that the title to proposed Ordinance No. 1413 entitled an Emergency Ordinance to Address a Public Health Crisis by Implementing Certain Measures Which Have Been Deemed Necessary to slow the Community Spread of COVID-19 (Coronavirus) for the City of Vermillion, South Dakota has been read and the Ordinance has been considered for the first time in its present form and content as amended at this meeting being a special called meeting of the Governing Body of the City on this 24th day of March, 2020 at the Council Chambers in City Hall in the manner prescribed by SDCL 9-19-7 as amended.

The motion was seconded by Alderman Collier-Wise. Discussion followed noting that the Governor has asked for creative solutions for our communities to work through these issues noting that many will be impacted but these measures are needed to save lives. It was restated that this ordinance will not become effective until March 30th but businesses are encouraged to implement the restrictions earlier and citizens were asked to support the local business by ordering carryout or delivery. The discussion included working to create a local panel of experts to address issues as they arise moving forward and to consider the local National Guard unit as a resource. After further discussion, the question of adoption of the Resolution was put to a roll call vote

of the Governing Body as follows: Collier-Wise-Y, Hellwege-Y, Holland-Y, Humphrey-Y, Price-Y, Sorensen-N, Ward-Y, Willson-Y, Mayor Powell-Y. The vote of the Governing Body was 8 members voted in favor of and 1 member voted in opposition to the motion. Mayor Powell declared the motion adopted.

6. Adjourn

74-20

Alderman Sorensen moved to adjourn the Council special session at 6:02 p.m. Alderman Ward seconded the motion. A roll call vote of the Governing Body was as follows: Collier-Wise-Y, Hellwege-Y, Holland-Y, Humphrey-Y, Price-Y, Sorensen-Y, Ward-Y, Willson-Y, Mayor Powell-Y. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 24th day of March, 2020.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

BY _____

John E. (Jack) Powell, Mayor

ATTEST:

BY _____

Michael D. Carlson, Finance Officer

Published once at the approximate cost of _____.

Unapproved Minutes
Council Special Session
March 30, 2020
Monday 5:00 a.m.

The special session of the City Council, City of Vermillion, South Dakota was called to order on Monday, March 30, 2020 at 9:00 a.m. by Mayor Powell.

1. Roll Call

Present: Collier-Wise (teleconference), Hellwege (teleconference), Holland, Humphrey (teleconference), Price (teleconference), Sorensen, Ward, Willson (teleconference), Mayor Powell

2. Pledge of Allegiance

3. Adoption of the Agenda

75-20

Alderman Holland moved approval of the agenda. Alderman Sorensen seconded the motion. A roll call vote of the Governing Body was as follows: Collier-Wise-Y, Hellwege-Y, Holland-Y, Humphrey-Y, Price-Y, Sorensen-Y, Ward-Y, Willson-Y, Mayor Powell-Y. Mayor Powell declared the motion adopted.

4. Visitors to be Heard - None

5. Public Hearing

A. Second Reading of Ordinance 1413 Implementation of Certain Emergency Measures to Slow the Community Spread of COVID-19

John Prescott, City Manager, reported that, at a special City Council meeting on Tuesday, March 24, the City Council approved the first reading of Ordinance 1413. John stated that this ordinance places restrictions on public gathering places such as bars and restaurants and at first reading was amended to include hair and nail salons, barber shops, and massage facilities. John noted that other first class cities either have or are in the process of adopting a similar ordinance. John reported that the attached ordinance reflects the changes that the City Council made during the course of the first reading and a couple of clarifying changes that are noted by underline in the attached version. John stated that one change has to do with massage facilities as it has come to staff's attention that some massage facilities have contracts with the Veteran's Administration to provide services as prescribed, required or recommended by licensed medical providers. John stated that this clarifying language

can be found in #2 and #5c. John stated that the second change has to do with clarification of a fine for a violation of the ordinance. John noted that the City Council has generally established a fine for the violation of an ordinance. John stated that the standard language that references Section 10.99 of the City Code which allows for a maximum fine of up to \$500 was approved in the first reading of the ordinance. John stated that the proposed adjustment would let the City Council establish a fine to be set by resolution, in accordance with Section 10.99 of the City Code. John noted that the City Council does not have to adopt this language but by adopting it will allow the City Council to set the fine vs. the court system. This item is addressed more completely with the next agenda item. John reported that the City Attorney has reviewed the proposed language and has determined that the changes are not substantial and that second reading can proceed. Discussion followed on the ordinance.

76-20

Second reading of title to Ordinance No. 1413, entitled an Emergency Ordinance to Address a Public Health Crisis by Implementing Certain Measures Which Have Been Deemed Necessary to slow the Community Spread of COVID-19 (Coronavirus) for the City of Vermillion, South Dakota

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

BE IT RESOLVED that the minutes of this meeting shall show that the title to the proposed Ordinance No. 1413 entitled an Emergency Ordinance to Address a Public Health Crisis by Implementing Certain Measures Which Have Been Deemed Necessary to slow the Community Spread of COVID-19 (Coronavirus) was first read and the Ordinance considered substantially in its present form and content at a special called meeting of the Governing Body on the 24th day of March, 2020 and that the title was again read at this meeting, being a special called meeting of the Governing Body on this 30th day of March, 2020 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. 1413

AN EMERGENCY ORDINANCE TO ADDRESS A PUBLIC HEALTH CRISIS BY IMPLEMENTING CERTAIN MEASURES WHICH HAVE BEEN DEEMED NECESSARY TO SLOW THE COMMUNITY SPREAD OF COVID 19 (CORONAVIRUS).

WHEREAS, the City of Vermillion (City) has the authority pursuant to SDCL 9-29-1 and 9-32-1 to enact ordinances for the purpose of promoting the health, safety, morals, and general welfare, of the community; and

WHEREAS, an outbreak of the COVID-19 disease, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

WHEREAS, COVID-19 is a severe respiratory disease transmitted by person-to-person contact, or by contact with surfaces contaminated by the virus that in some cases, especially among older adults and persons with serious underlying health conditions, can result in serious illness requiring hospitalization, admission to an intensive care unit, and death; and

WHEREAS, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Secretary of the United States Department of Health and Human Services have declared the outbreak of COVID-19 as a public health emergency; and

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency in response to the global pandemic of COVID-19; and

WHEREAS, on the same day, Governor Kristi Noem, issued Executive Order 2020-04 which declared a state of emergency to exist in the State of South Dakota in response to the spread of COVID-19; and

WHEREAS, cases of COVID-19 have been confirmed in South Dakota; and

WHEREAS, the CDC and health experts have recommended social distancing to slow the spread of COVID-19; and

WHEREAS, social distancing is a method of slowing down or stopping the spread of a contagious disease by reducing the probability of contact between infected persons and those not infected in order to minimize disease transmission; and

WHEREAS, in response to the need to implement social distancing, all schools in the state of South Dakota have been closed for at least two weeks; and

WHEREAS, on March 16, 2020, the Trump Administration (White House) issued guidance recommending that social gatherings of more than ten (10) people be avoided and that people avoid eating or drinking at bars, restaurants, and food courts; and

WHEREAS, the guidance issued by the White House further recommended that in states with evidence of community transmission, bars, restaurants, food courts, gyms, and other indoor and outdoor venues where people congregate should be closed; and

WHEREAS, many states and communities across the country have already implemented the White House recommendations by ordering all bars, restaurants, food courts, gyms, and other indoor and outdoor venues where people congregate be closed until the public health emergency is over; and

WHEREAS, Governor Kristi Noem on March 23, 2020 issued an Executive Order that noted that any South Dakota enclosed retail business that promotes public gatherings should suspend or modify business practices as recommended by the CDC, and continue or consider business models that do not involve public gatherings; and

WHEREAS, the failure to successfully implement social distancing will likely result in higher numbers of infected individuals and has the potential to overwhelm the capacity of the City's health care providers; and

WHEREAS, it is important that control measures be taken to reduce or slow down the spread of COVID-19 in order to protect the health and safety of the City's residents, especially for seniors and those with underlying health conditions that make them particularly vulnerable to COVID-19; and

WHEREAS, while this ordinance cannot become legally effective until after the second reading of an ordinance which must be at least five (5) days after the first reading of an ordinance due to the requirements of state law, the City strongly urges all businesses to start voluntarily complying with these regulations immediately.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of the City of Vermillion that:

1. Effective at 9:00 a.m. CDT Monday, March 30, 2020, all restaurants, food courts, coffee houses, bars, breweries, distilleries, wineries, clubs, cafes, and other similar places of public accommodation offering food and beverages for on-site consumption, including any alcohol licensees with on-sale privileges, are closed to on-site/on-sale patrons. These businesses may continue to operate in order to provide take-out, delivery, curbside service, and drive-thru service. Any business continuing to operate in order to provide lawful off-site service should implement procedures to ensure social distancing and operation in compliance with federal and state health guidance in order to prevent the spread of COVID-19.
2. Effective at 9:00 a.m. CDT Monday, March 30, 2020, all recreational facilities, public pools, health clubs, hair and nail salons, barber shops, spas, massage facilities unless providing prescribed,

required, or recommended services as directed by a licensed medical provider, athletic facilities, and theaters, including movie theaters, and music or entertainment venues are directed to close and cease operations.

3. Effective at 9:00 a.m. CDT Monday, March 30, 2020, all hookah lounges, cigar bars, vaping lounges or other similar businesses that allow for on-site consumption are directed to cease allowing on-site consumption, but may continue to offer products for sale to consume off-site under the same conditions as bars and restaurants outlined in #1 above.
4. Effective at 9:00 a.m. CDT Monday, March 30, 2020, all arcades, bingo halls, bowling alleys, video lottery casino operations, indoor climbing facilities, skating rinks, trampoline parks, and other similar recreational or entertainment facilities are directed to close and cease operations.
5. The prohibitions and closures in this order do not apply to the following businesses, activities or operations:
 - a. Places of public accommodation that offer food and beverages for off-site consumption, including grocery stores, markets, retail stores that offer food, convenience stores, liquor stores, pharmacies, drug stores, and food pantries, other than any portion of such business which offer on-site consumption which would be subject to the requirements of #1 above.
 - b. Room service in hotels.
 - c. Health care facilities, residential care facilities, congregate care facilities, correctional facilities, and facilities providing medical, therapy, or rehabilitation services as prescribed, required or recommended by a licensed medical provider.
 - d. Crisis shelters, homeless shelters, soup kitchens, or other similar institutions.
 - e. Airport concessionaires.
 - f. Any emergency facilities necessary for the response to the current public health emergency or any other community emergency or disaster.
 - g. Official meetings of the city, schools, county, or state.

- h. The operations and meetings of any state, federal, or local governments or their courts.
 - i. Educational institutions and their related services under the governance of the Board of Regents or local school boards to the extent permitted by the governing authorities.
 - j. Parks, trails, hike/bike path, and the Bluffs Golf Course.
6. This ordinance shall remain in effect for a period of sixty (60) days, at which time it shall be automatically repealed unless specifically readopted for an additional period of time by the City Council. At each regular City Council meeting during the sixty (60) day period or at a special meeting called for consideration of this ordinance, the City Council will have as an agenda item consideration of a resolution to suspend the provisions herein prior to the end of the sixty (60) day period. Any restriction contained in this ordinance may be modified at any time by a resolution of the City Council which modification may expand its scope to encompass additional businesses, activities or operations.
7. Any violation of this ordinance is subject to a fine set by resolution in compliance with the general penalty provision in Section 10.99 of the City of Vermillion Municipal Code. Each day a violation of this ordinance is allowed to occur is considered a separate offense.

BE IT FURTHER ORDAINED, that, pursuant to SDCL 9-19-13, this ordinance is necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and shall become effective immediately upon passage.

Dated at Vermillion, South Dakota this 30th day of March, 2020.

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 Holland. 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: Collier-Wise-Y, Hellwege-Y, Holland-Y, Humphrey-Y, Price-Y, Sorensen-Y, Ward-Y,

Willson-Y, Mayor Powell-Y. Motion carried 9 to 0. Mayor Powell declared that the Ordinance has been adopted as an emergency and as such will become effective immediately.

B. Resolution to establish a fee for a violation of Ordinance 1413

John Prescott, City Manager, reported that, with the adoption of Ordinance No. 1413, Section 7 provides for a fine to be set by resolution. John noted that most of the cities adopting this ordinance have referenced that the violation is subject to the City's fine section which in most cases is \$500 maximum fine and/or 30 days in jail with one city at a \$200 maximum. John noted that not establishing a fine by resolution requires the court or City Attorney to determine the amount of the fine levied should a violation occur. John stated that the most common fine cost for City Code violations is \$56.50 and with court costs of \$62.50, a violation would result in a total cost of \$119. Discussion followed.

Josh from Dakota Brick House, asked about the timing of violations and John Prescott reported that each day a violation is allowed to occur is considered a separate offense. Discussion followed on the fine amount, who is charged for the violation and if violators names would be published. Alderman Collier-Wise noted that violations could be considered when renewing an alcoholic beverage license.

77-20

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

EMERGENCY RESOLUTION

ESTABLISHING A FINE FOR VIOLATION OF ORDINANCE 1413 TO ADDRESS A PUBLIC HEALTH CRISIS BY IMPLEMENTING CERTAIN MEASURES WHICH HAVE BEEN DEEMED NECESSARY TO SLOW THE COMMUNITY SPREAD OF COVID 19 (CORONAVIRUS)

WHEREAS, an outbreak of the COVID-19 disease, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

WHEREAS, the City Council has adopted an emergency Ordinance No. 1413 to implement measures to slow the community spread of the COVID-19 virus; and

WHEREAS, Ordinance No. 1413 provides that a fine be set by resolution for any violation of the ordinance; and

WHEREAS, Ordinance No. 1413 was adopted as an emergency ordinance to become effective after adoption this fine resolution shall be considered an emergency to establish the fine for any violation.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the City of Vermillion, South Dakota, at an emergency meeting thereof in the Council Chambers of said City at 9:00 a.m. CDT on the 30th day of March, 2020, that the fine for each violation be \$56.50 plus court costs. (Fine \$56.50 plus court costs of \$62.50 for a total \$119.00)

Dated at Vermillion, South Dakota this 30th day of March, 2020.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

By _____
John E. (Jack) Powell, Mayor

Attest:

By _____
Michael D. Carlson, Finance Officer

The motion was seconded by Alderman Ward. Discussion followed and the question of the adoption of the Resolution was presented for a roll call vote of the Governing Body with the roll call vote as follows: Collier-Wise-Y, Hellwege-Y, Holland-Y, Humphrey-Y, Price-Y, Sorensen-Y, Ward-Y, Willson-Y, Mayor Powell-Y. Mayor Powell declared the motion adopted.

6. Adjourn

78-20

Alderman Ward moved to adjourn the Council special session at 9:34 a.m. Alderman Sorensen seconded the motion. A roll call vote of the Governing Body was as follows: Collier-Wise-Y, Hellwege-Y, Holland-Y, Humphrey-Y, Price-Y, Sorensen-Y, Ward-Y, Willson-Y, Mayor Powell-Y. Mayor Powell declared the motion adopted.

Dated at Vermillion, South Dakota this 30th day of March, 2020.

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

CELEBRATE ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify the community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, BE IT RESOLVED we, the governing body of the City of Vermillion, South Dakota, do hereby proclaim April 24, 2020 as

ARBOR DAY

in Vermillion and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands.

BE IT FURTHER RESOLVED, that all citizens are urged to plant trees to gladden the heart and promote the well-being of current and future generations.

Dated at Vermillion, South Dakota this 6th day of April, 2020.

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: April 6, 2020

Subject: Transfer of retail on-sale liquor license from BACT Group, LLC to Pizza Ranch Vermillion, LLC for 912 North Dakota Street

Presenter: Mike Carlson

Background: An application was received for the transfer of the on-sale liquor license from BACT Group, LLC to Pizza Ranch Vermillion, LLC for Pizza Ranch located at 912 North Dakota Street. The notice of hearing is included in the packet. The retail on-sale liquor license is for the licensing period that will expire on December 31, 2020.

Discussion: The City Council has the ability to transfer a license on two criteria: suitable applicant and suitable location. As to the suitable applicant, the corporate officers of Pizza Ranch Vermillion, LLC and BACT Group, LLC, are Aric Van Voorst and Brian Tooker. When the license was transferred to BACT Group, LLC from Brian Engleman on June 3, 2019, the Police Chief's memo stated that there was no information to preclude the transfer of the license to the new owners. With respect to the location criteria, an on-sale liquor license has been issued to this location in the past. 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 applicant and suitable location.

§ 112.20 SUITABLE APPLICANT.

(A) South Dakota Codified Law § 35-2-1.2 requires the City Council to determine whether retail alcohol beverage license applicants are suitable before issuing, transferring or renewing said licenses. This determination is required annually for each license the applicant seeks. In order to effectuate a thorough determination of suitable applicant 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 and FBI 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 APPLICANT 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 suitability 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 of the suitability of the applicant and location, 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.

The notice of hearing, the Police Chief's memo, and an email from Brian Tooker regarding control measures are included in the packet.

Financial Consideration: The transfer fee is \$150 for the retail on-sale liquor license that is retained by the City.

Conclusion/Recommendations: Administration would recommend the transfer of the retail on-sale liquor license unless input from the public hearing provides additional information. The City Council is asked to make a decision on the approval or denial of the transfer of retail on-sale liquor license to Pizza Ranch Vermillion, LLC from BACT Group, LLC for Pizza Ranch 912 North Dakota Street.

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



March 10, 2020

Attn: Mike Carlson, Finance Director

From: Matt Betzen, Chief of Police

Re: Ownership transfer of liquor license from BACT Group, LLC to Pizza Ranch LLC

Sir,

This is a transfer of ownership from BACT Group to Pizza Ranch. The Liquor License has been inactive while it was owned by BACT Group so there were no Vermillion Police Department contacts involved with the license. This is a transfer of the license, however, the responsible person at Pizza Ranch are the same people who owned the license at BACT, namely Brian Tooker and Aric VanVoorst.

A check of the Vermillion Police Department Records does not show contacts for the proposed owners of this liquor license, Brian Tooker and Aric VanVoorst.

Both submitted fingerprints to the South Dakota DCI and the FBI as part of their back ground checks when taking ownership under the BACT Group name in May of 2019. At that time, I received a response from DCI and the FBI on Mr. Tooker showing no known criminal history. I also received a response from DCI and the FBI on Mr. VanVoorst, which did not include any information that would preclude him from obtaining a liquor license.

Mike Carlson

From: Brian Tooker <btook21@gmail.com>
Sent: Tuesday, March 10, 2020 8:50 AM
To: Mike Carlson; Denny.Tooker@ezliner.Com; Crisinda Tooker; Aric Van Voorst; Collin Lind
Subject: Fwd: FW: Scanned image from MX-4070V
Attachments: Pella_20200310_084112.pdf

Mike, thank you for all the help you have provided on the transfer.

I want to transfer the BACT Group Liquor license over to the Vermillion Pizza Ranch. We have permission from Pizza Ranch Inc. to start serving alcoholic beverages to the general public. We will be using Johnson Brother's distributors out of South Dakota.

To make sure that we are abiding by the law to ensure that we are not serving under underage customers we will program our point of sales systems with registered keys to track and measure quantities sold. We will enforce a strict policy that only store managers and store leads will be able to sell and distribute the beverages.

We want to thank the city council for their time and efforts.

--

.

Brian Tooker
712-360-1676

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 April, 2020 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, which has been presented to the City Council and filed in the Finance Officer's Office:

Transfer of Retail on sale liquor license until December 31, 2020:

PR Vermillion, LLC for Pizza Ranch located at 912 North Dakota Street transfer from BACT Group, LLC.

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 12th day of March, 2020.

Michael D. Carlson, Finance Officer

Publish: March 27, 2020

Published once at the approximate cost of _____.

Council Agenda Memo

From: John Prescott, City Manager

Meeting: April 6, 2020

Subject: Review of and possible continuation of Ordinance 1413 – Emergency ordinance to address COVID-19

Presenter: John Prescott

Background: At emergency meetings held on March 24 and March 30, the City Council reviewed, modified, and adopted Ordinance 1413. This emergency ordinance placed restrictions on public gathering places and entertainment venues such as bars, restaurants, movie theaters, video lottery casino operations, and similar places of public accommodation as well as nail and hair salons, barber shops, health clubs, and spas where individuals are in close contact. With the second reading of the Ordinance on March 30, 2020, the City Council set a fine of \$56.50 plus court costs for each violation of the ordinance. Each day is treated as a separate violation of the ordinance.

Discussion: The ordinance became effective on Tuesday, March 30, 2020. Section 6 of the ordinance requires the City Council to review continuation of the restrictions at each regular meeting and any special meeting called to address the ordinance during the 60-day period. This is the first City Council meeting and opportunity since the adoption of the Ordinance for the governing body to consider the continuation of all or part of the restrictions in the ordinance. Per the ordinance, the City Council can amend the ordinance with the adoption of a resolution. A sample resolution has been drafted. The details of the resolution can be adjusted to fit the needs of the City Council and community. For example, if it was deemed appropriate to remove restrictions on restaurants, just that section can be listed. The method to make changes to the ordinance is through adoption of a resolution noting the changes. A blank resolution will be included each time the City Council considers the ordinance to provide for changes to parts or all of the ordinance.

Financial Consideration: Without information on the sales of each business or the length of time that the ordinance remains in place, this is difficult to determine. Sales tax receipts and the BBB fund will be impacted.

Conclusion/Recommendations: Administration recommends that the City Council thoughtfully review information related to COVID-19, which changes daily. If the

7. Old Business: item a

conditions remain such that restrictions on certain public gatherings and activities will help prevent the spread of COVID-19, it is recommended that the City Council make a motion to continue Ordinance 1413.

EMERGENCY RESOLUTION

AMENDING PARTS OF ORDINANCE 1413 WHICH ADDRESSES A PUBLIC HEALTH CRISIS BY IMPLEMENTING CERTAIN MEASURES WHICH WERE DEEMED NECESSARY TO SLOW THE COMMUNITY SPREAD OF COVID 19 (CORONAVIRUS)

WHEREAS, an outbreak of the COVID-19 disease, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

WHEREAS, the City Council adopted emergency Ordinance No. 1413 with second reading on March 30, 2020 to implement measures to slow the community spread of the COVID-19 virus; and

WHEREAS, Ordinance No. 1413 became effective upon passage for a maximum of sixty days (March 30 to May 30, 2020); and

WHEREAS, Ordinance No. 1413 provided that the City Council will have as an agenda item at each regular City Council meeting the consideration of a resolution to suspend the provisions herein prior to the end of the sixty (60) day period included.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the City of Vermillion, South Dakota, at a regular meeting thereof in the Council Chambers of said City at 7:00 p.m. CDT on the 6th day of April, 2020, to make the following changes to Ordinance 1413: (strike non applicable sections)

Amend section(s) to adjust dates, remove or add the as follows:

Section # ____: _____

Section # ____: _____

That restrictions on _____ be hereby ended on _____, 2020.

Dated at Vermillion, South Dakota this 6th day of April, 2020.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

By _____
John E. (Jack) Powell, Mayor

Attest:

By _____
Michael D. Carlson, Finance Officer

Adopted: April 6, 2020

Effective:

ORDINANCE NO. 1413

AN EMERGENCY ORDINANCE TO ADDRESS A PUBLIC HEALTH CRISIS BY IMPLEMENTING CERTAIN MEASURES WHICH HAVE BEEN DEEMED NECESSARY TO SLOW THE COMMUNITY SPREAD OF COVID 19 (CORONAVIRUS).

WHEREAS, the City of Vermillion (City) has the authority pursuant to SDCL 9-29-1 and 9-32-1 to enact ordinances for the purpose of promoting the health, safety, morals, and general welfare, of the community; and

WHEREAS, an outbreak of the COVID-19 disease, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

WHEREAS, COVID-19 is a severe respiratory disease transmitted by person-to-person contact, or by contact with surfaces contaminated by the virus that in some cases, especially among older adults and persons with serious underlying health conditions, can result in serious illness requiring hospitalization, admission to an intensive care unit, and death; and

WHEREAS, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Secretary of the United States Department of Health and Human Services have declared the outbreak of COVID-19 as a public health emergency; and

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency in response to the global pandemic of COVID-19; and

WHEREAS, on the same day, Governor Kristi Noem, issued Executive Order 2020-04 which declared a state of emergency to exist in the State of South Dakota in response to the spread of COVID-19; and

WHEREAS, cases of COVID-19 have been confirmed in South Dakota; and

WHEREAS, the CDC and health experts have recommended social distancing to slow the spread of COVID-19; and

WHEREAS, social distancing is a method of slowing down or stopping the spread of a contagious disease by reducing the probability of contact between infected persons and those not infected in order to minimize disease transmission; and

WHEREAS, in response to the need to implement social distancing, all schools in the state of South Dakota have been closed for at least two weeks; and

WHEREAS, on March 16, 2020, the Trump Administration (White House) issued guidance recommending that social gatherings of more than ten (10) people be avoided and that people avoid eating or drinking at bars, restaurants, and food courts; and

WHEREAS, the guidance issued by the White House further recommended that in states with evidence of community transmission, bars, restaurants, food courts, gyms, and other indoor and outdoor venues where people congregate should be closed; and

WHEREAS, many states and communities across the country have already implemented the White House recommendations by ordering all bars, restaurants, food courts, gyms, and other indoor and outdoor venues where people congregate be closed until the public health emergency is over; and

WHEREAS, Governor Kristi Noem on March 23, 2020 issued an Executive Order that noted that any South Dakota enclosed retail business that promotes public gatherings should suspend or modify business practices as recommended by the CDC, and continue or consider business models that do not involve public gatherings; and

WHEREAS, the failure to successfully implement social distancing will likely result in higher numbers of infected individuals and has the potential to overwhelm the capacity of the City's health care providers; and

WHEREAS, it is important that control measures be taken to reduce or slow down the spread of COVID-19 in order to protect the health and safety of the City's residents, especially for seniors and those with underlying health conditions that make them particularly vulnerable to COVID-19; and

WHEREAS, while this ordinance cannot become legally effective until after the second reading of an ordinance which must be at least five (5) days after the first reading of an ordinance due to the requirements of state law, the City strongly urges all businesses to start voluntarily complying with these regulations immediately.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of the City of Vermillion that:

1. Effective at 9:00 a.m. CDT Monday, March 30, 2020, all restaurants, food courts, coffee houses, bars, breweries, distilleries, wineries, clubs, cafes, and other similar places of public accommodation offering food and beverages for on-site consumption, including any alcohol licensees with on-sale privileges, are closed to on-site/on-sale patrons. These businesses may continue to operate in order to provide take-out, delivery, curbside service, and drive-thru service. Any business continuing to operate in order to provide lawful off-site service should implement procedures to ensure social distancing and operation in compliance with federal and state health guidance in order to prevent the spread of COVID-19.
2. Effective at 9:00 a.m. CDT Monday, March 30, 2020, all recreational facilities, public pools, health clubs, hair and nail salons, barber shops, spas, massage facilities unless providing prescribed, required, or recommended services as directed by a licensed medical provider, athletic facilities, and theaters, including movie theaters, and music or entertainment venues are directed to close and cease operations.

3. Effective at 9:00 a.m. CDT Monday, March 30, 2020, all hookah lounges, cigar bars, vaping lounges or other similar businesses that allow for on-site consumption are directed to cease allowing on-site consumption, but may continue to offer products for sale to consume off-site under the same conditions as bars and restaurants outlined in #1 above.
4. Effective at 9:00 a.m. CDT Monday, March 30, 2020, all arcades, bingo halls, bowling alleys, video lottery casino operations, indoor climbing facilities, skating rinks, trampoline parks, and other similar recreational or entertainment facilities are directed to close and cease operations.
5. The prohibitions and closures in this order do not apply to the following businesses, activities or operations:
 - a. Places of public accommodation that offer food and beverages for off-site consumption, including grocery stores, markets, retail stores that offer food, convenience stores, liquor stores, pharmacies, drug stores, and food pantries, other than any portion of such business which offer on-site consumption which would be subject to the requirements of #1 above.
 - b. Room service in hotels.
 - c. Health care facilities, residential care facilities, congregate care facilities, correctional facilities, and facilities providing medical, therapy, or rehabilitation services as prescribed, required or recommended by a licensed medical provider.
 - d. Crisis shelters, homeless shelters, soup kitchens, or other similar institutions.
 - e. Airport concessionaires.
 - f. Any emergency facilities necessary for the response to the current public health emergency or any other community emergency or disaster.
 - g. Official meetings of the city, schools, county, or state.
 - h. The operations and meetings of any state, federal, or local governments or their courts.
 - i. Educational institutions and their related services under the governance of the Board of Regents or local school boards to the extent permitted by the governing authorities.
 - j. Parks, trails, hike/bike path, and the Bluffs Golf Course.
6. This ordinance shall remain in effect for a period of sixty (60) days, at which time it shall be automatically repealed unless specifically readopted for an additional period of time by the City Council. At each regular City Council meeting during the sixty (60) day period or at a special meeting called for consideration of this ordinance, the City Council will have

as an agenda item consideration of a resolution to suspend the provisions herein prior to the end of the sixty (60) day period. Any restriction contained in this ordinance may be modified at any time by a resolution of the City Council which modification may expand its scope to encompass additional businesses, activities or operations.

7. Any violation of this ordinance is subject to a fine set by resolution in compliance with the general penalty provision in Section 10.99 of the City of Vermillion Municipal Code. Each day a violation of this ordinance is allowed to occur is considered a separate offense.

BE IT FURTHER ORDAINED, that, pursuant to SDCL 9-19-13, this ordinance is necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and shall become effective immediately upon passage.

Dated at Vermillion, South Dakota this 30th day of March, 2020.

THE GOVERNING BODY OF THE CITY
OF VERMILLION, SOUTH DAKOTA

BY John E. Powell
John E. (Jack) Powell, Mayor

ATTEST:

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

First Reading: March 24, 2020
Second Reading: March 30, 2020
Effective Date: March 30, 2020



Council Agenda Memo

From: José L. Domínguez, City Engineer

Meeting: April 6, 2020

Subject: Update on downtown infrastructure project (Streetscape project)

Presenter: José L. Domínguez

Background: Since 2004, the businesses in downtown Vermillion and the City have been working to improve the Main Street area. Besides improving building facades and the additions of the Pocket Park and Ratingen Platz, the community has been trying to complete a streetscape project that would tie Main Street together and serve as a framework to showcase the downtown area.

Recently, the City created the Business Improvement District #2 (BID). This BID was created with the intent to provide a funding mechanism to bring the streetscape plan that downtown Vermillion has wanted to complete.

The City Council received an update on the consultant interviews at the March 16th meeting. At that meeting the City Council was made aware that the BID Board chose to work with Stockwell Engineers. Since then, the City and Stockwell Engineers have been working together to develop an Agreement for Professional Work for the project.

Discussion: The document that the City and Stockwell Engineers are working to develop sets the expectations of the City and how Stockwell will achieve those expectations. The expected end result is to have a set of construction documents that were developed with public input throughout the entire process. In order to achieve this, Stockwell has proposed to have several public meetings throughout the process.

The first meeting will be a design charrette that would allow stakeholders, and the public, an opportunity to provide their opinions and comments on how the downtown area should be improved. The charrette would be a multi-day event with a few meetings. After the design charrette, Stockwell is proposing additional meetings at different times of the project to show the public how the project is progressing. The meetings will also allow us to ask the public if they believe the project is headed in the correct direction.

In addition to these meetings, Stockwell is also proposing more individual meetings with property owners to address specific concerns that they may have regarding their

properties, or areas near their properties. At this time Stockwell will also ask if there are any basements that may protrude into the sidewalks.

The document will also require Stockwell to complete a topographical survey, cost estimates, develop construction documents, and manage the bidding process.

The BID Board is in the process of reviewing the document. They will be meeting this week to discuss any comments that they may have. The BID Board's comments and recommendation are expected to be presented to the City Council at the April 20th meeting.

Financial Consideration: At this point there is no cost to the City for the project. The anticipated cost for the services outlined in the document are \$238,318 to be funded by second penny. This cost was included in the original project cost discussed by the City Council at previous meetings. Based on the fact that the BID Board has not completed the review, Staff would estimate that the cost will fluctuate slightly from the estimated cost provided by Stockwell.

Conclusion/Recommendations: There is no City Council action necessary at this time. The intent of this agenda item is to inform the City Council, and the public, of where the project is at this point.



AGREEMENT FOR PROFESSIONAL SERVICES

Project: Downtown Streetscape Project

Stockwell Project No.: 20054

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 27th day of March, 2020, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF VERMILLION**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Vermillion

Address: 25 Center Street | Vermillion, SD 57069

Phone No.

Fax No.

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated March 27, 2020. In general, the Project consists of survey, design and bidding services for streetscape improvements to pedestrian infrastructure, streetlights, pedestrian level lights, storm sewer and landscaping within the project limits.

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation: Hourly time and materials not to exceed \$238,318.00 excluding sales tax

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services, Schedule of Billing Rates and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

STOCKWELL ENGINEERS, INC.

Signed: _____

Signed: _____

Name (printed): _____

Name (printed): Jon Brown, P.E.

Title: _____

Title: President

Date: _____

Date: _____

Proposal for Professional Services

City of Vermillion
Downtown Streetscape Project



March 27, 2020

Mr. José Domínguez
City of Vermillion
25 Center Street
Vermillion, SD 57069

BY EMAIL ONLY
JoseD@cityofvermillion.com

Re: Proposal for Professional Services
Downtown Streetscape Project

Dear Mr. Domínguez,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Downtown Streetscape Project (the "Project"). Stockwell's services will be provided in the manner described in this Proposal. The **City of Vermillion** is referred to as the "Client."

Acknowledgments

Client: City of Vermillion

Project: Downtown Streetscape Project

Description: In general, the Project consists of survey, design and bidding services for streetscape improvements to pedestrian infrastructure, streetlights, pedestrian level lights, storm sewer and landscaping within the project limits. Project limits shall be as identified in the attached illustration.

Scope of Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

Task 1 | Project Initiation

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.
 - 1.2.1 All existing Streetscape Master Plan documents.
 - 1.2.2 City GIS information for project area.

Proposal for Professional Services

City of Vermillion

Downtown Streetscape Project

- 1.3 Establish list of Stakeholders.
- 1.4 Develop project website.

Task 2 | Survey

- 2.1 Notify affected property owners of pending survey.
- 2.2 Request permission to survey on private property. Where denied, Client shall negotiate and provide Site.
- 2.3 Research existing easements and plats of record at county courthouse for properties within and adjacent to the project. Client to provide title search if necessary.
- 2.4 Locate existing boundary markers at the time of the survey.
- 2.5 Establish benchmarks and control points throughout site.
- 2.6 Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
- 2.7 Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. Stockwell will contact appropriate One Call System, if available, to arrange for the location of utilities at the time of survey.
- 2.8 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

Task 3 | Design Charrette

- 3.1 Develop analysis of existing 2016 Master Plan created by others.
- 3.2 Create draft Microsoft PowerPoint presentation for use at the charrette.
 - 3.2.1 Maximum of 20 minutes long.
 - 3.2.2 Review existing Master Plan.
 - 3.2.3 Discuss Vermillion and theming opportunities.
 - 3.2.4 Review design element options.
- 3.3 Identify stakeholders for participation in the charrette with assistance from Client.
- 3.4 Develop 2-3 day charrette schedule. At the very least, the charrette will include the following meetings:
 - 3.4.1 Stakeholder meetings.
 - Maximum two (2) hours in length.
 - Topics as described above.
 - Prepare agenda and necessary presentations.
 - 3.4.2 Design team sketch sessions.
 - 3.4.3 Kick-off and wrap-up sessions.
 - 3.4.4 One (1) public meeting/open house.
 - Maximum two (2) hours in length.
 - Gather input on the theming of the project and the existing Master Plan.

Proposal for Professional Services

City of Vermillion

Downtown Streetscape Project

- Answer any questions or comments.
- 3.4.5 Client to provide:
 - Venue.
 - Advertisement.
 - Invitations to stakeholders and public meetings.
 - Catering (as determined by the City).
- 3.4.6 Submit to Client for review and comment.
- 3.4.7 Address Client comments.

Task 4 | Schematic Design

- 4.1 Recommend location and extent of utility and basement exploratory services necessary for the Project.
- 4.2 Notify the following regulatory agencies about the Project and request their review.
 - 4.2.1 SDDENR agencies.
- 4.3 Notify the City's Historic Preservation Commission about the project and request their review. Client to provide archeological survey, if required.
- 4.4 Propose general layout and alignment of improvements following 2016 Master Plan prepared by others and modified based on design charrette public input. Improvements to be designed to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 4.5 Identify rights-of-way (ROW) and easements required for the Project
- 4.6 Review preliminary layouts with Client's staff.
- 4.7 Develop preliminary opinion of estimated construction costs for the Project.
- 4.8 Prepare preliminary plan submittal. Preliminary plan to contain information suitable to convey to the Client the following:
 - 4.8.1 General layout of improvements
 - 4.8.2 Impacted stakeholders.
 - 4.8.3 Construction phasing.
 - 4.8.4 Preliminary opinion of estimated construction costs.
- 4.9 Submit one electronic pdf copy of the preliminary plan to Client for review.
- 4.10 Address comments to review documents and incorporate into final deliverables.
- 4.11 Deliver electronic pdf copies of the finalized preliminary plan to review entities.
- 4.12 Deliver to Client one electronic pdf copy of the finalized preliminary plan.
- 4.13 Coordinate the scheduling of a public meeting for adjacent property owners and others attending. Notice of the meeting will be mailed to all property owners and property adjacent to the proposed Project site, those in the immediate area who may be directly impacted by construction, and as determined by Client and governmental agencies. Prepare informative exhibits for display at the meeting. Stockwell to lead meeting. City to attend meeting and provide support by assisting with answering questions and addressing concerns of the public. Record minutes and distribute a copy to Client and meeting attendees.
- 4.14 Coordinate the scheduling of individual meetings with stakeholders and property owners (estimated at 20 meetings or at least a meeting with the property owners of each block

Proposal for Professional Services

City of Vermillion

Downtown Streetscape Project

face). Client to assist in determining comprehensive list of required meetings. Anticipated groups include private utilities, area developers, and neighboring property owners. Record minutes and distribute a copy to Client and meeting attendees.

- 4.14.1 Property owner's shall be asked if their basements protrude under the sidewalk, and if we would be allowed to inspect the adjacent ROW wall within their basement.
- 4.15 Coordinate with Client's legal staff to prepare easements and ROW documents for Client to negotiate and execute. Stockwell will provide legal descriptions and types of easements required.

[Deliverables: Preliminary plan, cost estimates, and ROW documents.](#)

Task 5 | Design Development

- 5.1 Layout and design the project improvements based on Client approved preliminary plan.
- 5.2 Design improvements in coordination with Client's staff.
- 5.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 5.4 Design drainage facilities to intercept and convey runoff in conformance with Client's standards. Identify watershed boundaries based on best available contour data for the area. Determine runoff potential for minor and major storm events. Evaluate flood conditions and inundation levels.
- 5.5 Coordinate streetscape design with drainage facilities and underground utilities. Design streetscape pavements in conformance with Client's standards.
- 5.6 Design street lighting and special event outlets, by sub-consultant.
- 5.7 Design of basement walls at property line, by sub-consultant.
 - 5.7.1 Assumed to be 5 basements/ROW protrusions.
- 5.8 Design project to comply with the Americans with Disabilities Act (ADA). Notify Client of conditions which prevent or limit compliance with the ADA. Client to provide Stockwell guidance for proceeding or variances from the ADA.
- 5.9 Determine removal limits for the Project site.
- 5.10 Coordinate and conduct meetings with private utility companies.
 - 5.10.1 Consider small cell/5G technology with light poles.
- 5.11 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 5.12 Update preliminary opinion of estimated construction costs for the Project.
- 5.13 Submit PDF electronic copy of 65% plan documents and Stockwell's opinion of probable construction cost to Client for review.
- 5.14 Address comments to 65% review documents and incorporate into construction documents.

[Deliverables: Notice of Intent.](#)

Task 6 | Construction Documents

- 6.1 Finalize design.

Proposal for Professional Services

City of Vermillion

Downtown Streetscape Project

- 6.2 Prepare construction documents. Where applicable, Stockwell shall utilize Client's drafting standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer or Landscape Architect licensed in the State of the project site and will be suitable for review by permitting agencies with jurisdiction over the project.
- 6.3 Perform Internal Quality Assurance Procedures
- 6.4 Submit three copies of construction documents and Stockwell's opinion of probable construction cost to Client for review.
- 6.5 Submit construction documents to the following entities for comment.
 - 6.5.1 Private Utility Companies.
- 6.6 Coordinate and conduct one public meeting. Prepare informative exhibits and presentations as necessary.
- 6.7 Address comments to review documents and incorporate into final deliverables.
- 6.8 Deliver copies of final construction documents to review entities.
- 6.9 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction cost and three paper copies of final construction documents for bidding purposes.
- 6.10 Deliver cost proposal for construction administrative services and construction staking.

[Deliverables: Opinion of probable construction cost; construction documents for bidding purposes; and cost proposal for construction administrative services and construction staking.](#)

Task 7 | Bidding

- 7.1 Provide bidding documents to prospective bidders.
- 7.2 Maintain a list of plan holders.
- 7.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 7.4 Attend the bid opening.
- 7.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 7.6 Attend council meeting to present recommendation to Client.

[Deliverables: Addendums; tabulation of bids received; and recommendation of award.](#)

Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Coordinating and negotiating land acquisitions.
- Architectural modification to buildings.
- Archeological survey.
- Title search of properties.
- Review or filing fees.
- Development of cost recovery districts.

Proposal for Professional Services

City of Vermillion

Downtown Streetscape Project

- Construction administration services.
- Construction staking.

Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be on an **hourly time and materials basis, in an amount not to exceed \$238,318.00 excluding sales or excise tax.**

Stockwell's detailed Project Fee Estimate and current Hourly Rate Schedule are attached. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time compensation for services rendered will exceed the maximum compensation amount, Stockwell will notify Client in writing. Stockwell will not perform services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon additional compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.

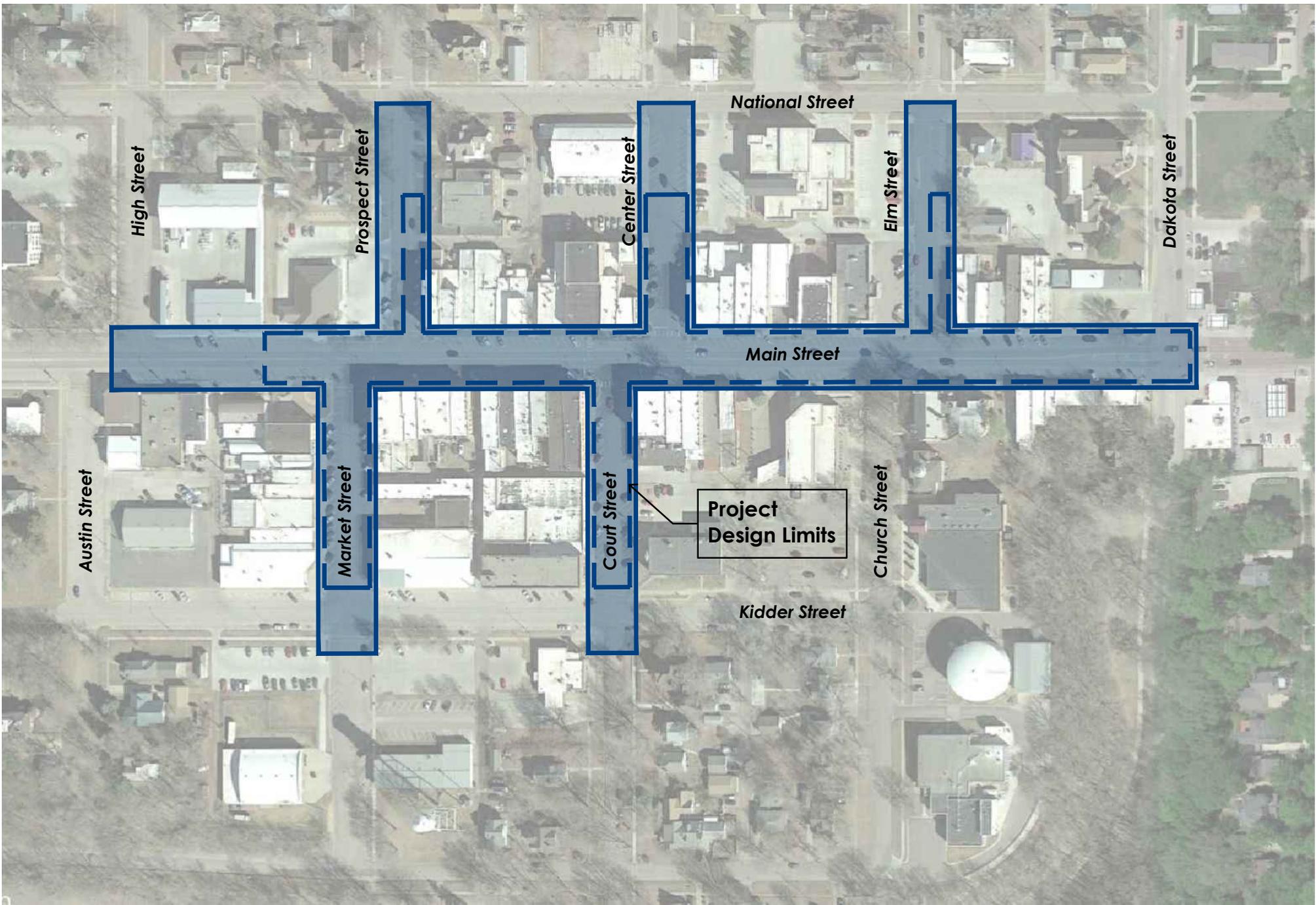


Jon Brown, P.E.
President



Task Description	Estimated Person Hours Required											Stockwell Totals			Sub-consultants			Total
	Mitch Mergen	Gaard Rops	Jon Fischer	David Locke	Annie Dorhout	Kristin Satterness	Joe Whitlock	Chad Barutt	Logan Henzel	Mike Seiner	Katie Lee	Expenses	Hours	Fee	Website Designer	Electrical Engineer	Structural Engineer	
	\$177.10	\$177.10	\$166.50	\$162.20	\$104.60	\$78.10	\$171.70	\$119.30	\$86.90	\$119.30	\$83.10							
Project Initiation	4			10		10						\$35	24	\$3,146	\$700	x	x	
Survey								60	60	50		\$3,423	170	\$21,760		x	x	
Design Charrette				80		106					20	\$105	206	\$23,022				
Schematic Design	10	20	10	60		40	20			40	2	\$525	202	\$28,731				
Design Development	20	44	20	82	80	120				144	2	\$75	512	\$63,125			\$39,500	\$16,000
Construction Documents	10	62	10	56		30				90	8	\$75	266	\$37,319				
Bidding		10		10						6	10	\$75	36	\$5,015		x		
											Total Project Fee						\$238,318	

Project Fee Estimate



20054 - survey limits.dwg

Survey Limits Downtown Streetscape Project



City of Vermillion

Schedule of Billing Rates

Effective January 1, 2020

Principal	\$236.00 per hour
Engineer VIII	\$223.80 per hour
Engineer VII	\$177.10 per hour
Engineer VI	\$166.50 per hour
Engineer V	\$156.20 per hour
Engineer IV	\$152.30 per hour
Engineer III	\$148.20 per hour
Engineer II	\$137.90 per hour
Engineer I	\$130.40 per hour
Engineer/Technology Student	\$61.70 per hour
Water System Advisor	\$150.00 per hour
Land Surveyor VII	\$171.70 per hour
Land Surveyor VI	\$163.40 per hour
Land Surveyor V	\$147.10 per hour
Land Surveyor IV	\$130.90 per hour
Land Surveyor III	\$125.10 per hour
Land Surveyor II	\$119.60 per hour
Land Surveyor I	\$108.00 per hour
Landscape Architect VI	\$162.20 per hour
Landscape Architect V	\$152.10 per hour
Landscape Architect IV	\$142.20 per hour
Landscape Architect III	\$132.30 per hour
Landscape Architect II	\$104.60 per hour
Landscape Architect I	\$98.10 per hour
Landscape Designer	\$78.10 per hour
Construction Manager II	\$148.00 per hour
Construction Manager I	\$137.50 per hour
Construction Inspector II	\$120.90 per hour
Construction Inspector I	\$111.10 per hour
Technician VI	\$127.00 per hour
Technician V	\$119.30 per hour
Technician IV	\$108.00 per hour
Technician III	\$98.10 per hour
Technician II	\$92.50 per hour
Technician I	\$86.90 per hour
Administration IV	\$98.20 per hour
Administration III	\$90.70 per hour
Administration II	\$83.10 per hour
Administration I	\$75.60 per hour
Electronic Survey Equipment	\$51.30 per hour
Mileage	current IRS mileage rate

Stockwell reserves the right to adjust the rates.

STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0 Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; (2) phone and fax expenses; (3) copy costs applicable to the Services; and (4) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0 Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice describing the Services performed and expenses incurred during the preceding month.

3.0 Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0 Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0 Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0 Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0 Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

4.0 Client to Provide Notice. Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

D. Miscellaneous Provisions.

1.0 Insurance/Indemnification/Risk Allocation

1.1 Insurance/Limitation of Stockwell's Liability. Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of

others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

1.3 Hazardous Materials – Indemnification by Client. Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

1.4 No Governmental Action Liability. Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

1.5 No Project Liability. Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

1.6 Warranty. Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

2.0 Documents. Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

2.2 Environmental. Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq.

as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

- 3.0 Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**
9.1 Client's Default. If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in Section 1.3 above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
9.2 Stockwell's Default. If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The

foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.

- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

Council Agenda Memo

From: José L. Domínguez, City Engineer

Meeting: April 6, 2020

Subject: Agreement for Professional Services with Helms and Associates for Hangar Taxi Lanes Reconstruction Project at Harold Davidson Field

Presenter: José L. Domínguez

Background: The latest capital improvement plan for the airport shows that during the 2020 year, the City would start the reconstruction of the hangar taxi lane at the City's airport.

In February 2019, the City Council entered into an agreement with Helms and Associates for the design of the hangar taxi lane reconstruction.

Discussion: The agreement with Helms & Associates is for the bidding and construction administration of the hangar taxi lane reconstruction project.

It is worth noting that the project was ready for construction in the fall of 2019. However, construction was dependent on additional available funding from the State. Due to other projects in the state being of higher importance than the Vermillion project, the City did not qualify for additional funds from the State in 2019. Now, in 2020, the City has all of the funds necessary for construction.

Financial Consideration: The agreement with Helms and Associates would be for \$49,762.73. The City would initially be paying for the entire cost with 95% of the cost being refunded after the project is done. In essence, the City only pays 5% of the cost or close to \$2,488.

Conclusion/Recommendations: Administration recommends allowing the Mayor to sign the Agreement for Professional Services for Airport Project Number AIP 3-46-0056-13-2019.

Council Agenda Memo

From: José L. Domínguez, City Engineer

Meeting: April 6, 2020

Subject: Agreement to Change the Designation and Maintenance of the Sanitary Sewer from North Norbeck Street to 310-feet East Along the Vacated Right-of-Way of Madison Street

Presenter: José L. Domínguez

Background: In 2014 as part of the construction of North Norbeck Street from East Clark Street to Roosevelt Street, the City constructed an 8-inch sanitary sewer from North Norbeck Street east 310-feet along the now vacated Madison Street right-of-way. This sanitary sewer was intended to allow for private services to be connected into it from the north and south properties. Also, the sewer would have been able to be extended an additional 330-feet east to serve other properties to the east.

Since 2014, the owner of all of the land that would be served by this sanitary sewer has constructed several high-density apartment buildings that utilize this sewer. In 2018, they approached the City and requested that the Madison Street right-of-way be vacated so that additional space would be available for the future construction of apartment buildings. The City Council vacated the street but kept a utility easement over the City's sanitary sewer and a privately owned gas line.

In 2019, the City was made aware of the layout for the new apartment buildings to be constructed along the north side of the now vacated Madison Street. These apartments were found to be outside of the utility easement, but between five and ten feet from the sanitary sewer. Since then, the City has been discussing the possibility of the sanitary sewer being designated to a sewer service, rather than a sewer main.

Discussion: The proposed agreement would change the designation of the sanitary sewer main from a 'main' to a 'building or house connection sanitary sewer' (or a sewer service). The change in designation would remove the City's responsibility for maintenance and ownership, and place this responsibility on the owner of both of the adjoining properties, G.A. Haan Development, L.L.C. (Haan).

Changing the designation will not adversely affect the public. Haan's properties are the

only ones that will be served by the current sewer. Additionally, if the sewer would be extended east (which will be extremely difficult with the proximity of the new apartments) the only property that would be serviced is owned by Haan. Based on these facts, the sewer currently, and in the future, will function as a sewer service and not as a public sanitary sewer.

Financial Consideration: Once both parties have signed the document the City will file the document at the Register of Deeds. The filing fee will be \$30.00.

Conclusion/Recommendations: Administration recommends allowing the Mayor to sign the Agreement to Change the Designation and Maintenance of the Sanitary Sewer from North Norbeck Street to 310-feet East Along the Vacated Right-of-Way of Madison Street.

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

**AGREEMENT TO CHANGE DESIGNATION AND MAINTENANCE OF THE
SANITARY SEWER FROM NORTH NORBECK STREET TO 310-FEET EAST ALONG
THE VACATED RIGHT OF WAY OF MADISON STREET**

WHEREAS, The City of Vermillion installed approximately 310-feet of 8-inch PVC sanitary sewer main, and one 4-foot diameter manhole, in or about 2014 in an area from North Norbeck Street east along the vacated right-of-way of Madison Street; and,

WHEREAS, at the time of construction, Madison Street was intended to continue east and provide access to any future properties fronting the street; and

WHEREAS, the sanitary sewer constructed on Madison Street was intended to service properties along Madison Street east of North Norbeck Street; and

WHEREAS, in 2018 the City was approached by G.A. Haan Development, L.L.C. to vacate Madison Street in order to develop the area with residential buildings; and

WHEREAS, in 2018 as part of the Madison Street vacation the City required that a utility easement be created in order to maintain the public sanitary sewer; and

WHEREAS, in 2018 G.A. Haan Development, L.L.C. did not know the layout of their proposed building and how that may affect the City's sanitary sewer within the utility easement dedicated in the vacated Madison Street; and

WHEREAS, G.A. Haan Development, L.L.C. is now proposing to construct a building which will be located between five and ten feet from the existing sanitary sewer; and

WHEREAS, due to the proximity of the proposed building, any future extension of the sanitary sewer to the east will be difficult for City employees or contractors to construct; and

WHEREAS, the future maintenance of the existing sanitary sewer will also be affected since the only access would be from the parking lot serving the proposed residential development; and

WHEREAS, the existing sanitary sewer will only serve development owned by G.A. Haan Development, L.L.C., thus making the existing sanitary sewer a large building sewer or house connection sewer service line for properties owned by one owner and not a sewer main that would service multiple owners; and

WHEREAS, G.A. Haan Development, L.L.C. already paid for the cost of the sanitary sewer, and manhole, installation through the assessments collected for the cost of the construction of North Norbeck Street.

NOW THEREFORE, in good and valuable consideration, the parties agree to designate the described portion of the sanitary sewer from North Norbeck Street east along the vacated right-of-way of Madison Street effective as a building or house connection sanitary sewer immediately per the following conditions.

1. G.A. Haan Development, L.L.C. will assume maintenance and control of the described and newly designated building sewer or house connection sanitary sewer starting at the sanitary manhole located at the intersection of Madison Street and North Norbeck Street to 310-feet east along the vacated right-of-way of Madison Street. This shall include a sanitary manhole at roughly 285-feet east from the intersection with North Norbeck Street, but does not include the sanitary manhole at the intersection.
2. G.A. Haan Development, L.L.C. will be responsible for any maintenance required on the newly designated building sewer or house connection sanitary sewer and sanitary manhole.
3. G.A. Haan Development, L.L.C. will be responsible for any cost associated with maintenance, and repairs, associated with the newly designated building sewer or house connection sanitary sewer and sanitary manhole.
4. G.A. Haan Development, L.L.C. will continue to pay any sewer rates collected by the City to provide sanitary sewer services in the community.
5. G.A. Haan Development, L.L.C. agrees to maintain the newly designated building sewer or house connection sanitary sewer line being transferred in good operating condition. G.A. Haan Development, L.L.C. shall maintain the sewer line in accordance to all applicable laws, ordinance, and regulations.
6. G.A. Haan Development, L.L.C, owner of Lot 2, Block 1, Madison Park Addition to the City of Vermillion, Clay County, South Dakota, acknowledges that this agreement is binding on the current and future owners, their successors and assigns.

Dated this _____ day of _____.

OWNER: G.A. HAAN DEVELOPMENT, L.L.C.

FOR THE CITY OF VERMILLION

By: _____
Gerald A. Haan, Manager

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

STATE OF _____)
:SS
COUNTY OF _____)

On this ____ day of _____, 2020 before the undersigned officer, personally appeared Gerald A. Haan, known to me to be the Manager of G.A. Haan Development, L.L.C., or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that as a representing said company as Manager, he executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

STATE OF SOUTH DAKOTA)
:SS

COUNTY OF _____)

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

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

Notary Public

My Commission Expires: _____

Council Agenda Memo

From: Shane Griese, Utilities Manager

Meeting: April 6, 2020

Subject: West Main Street Lights

Presenter: Mike Carlson

Background: At the September 16, 2019 meeting, the City Council adopted the Resolution of Necessity and Notice of Hearing for the Installation of Street Lighting along West Main Street west of Stanford Street and set a public hearing date. At the October 21, 2019 public hearing, the City Council approved the assessment for the West Main Street Lighting along West Main Street west of Stanford Street. Three street lights will be installed on Main Street west of Stanford Street with this project.

On April 1, 2020 bids were opened for the West Main Street Lighting project. The Bid Tabulation is attached for your review.

Discussion: Bids were sent to 9 potential bidders. Two bids were received for the project. The low bid was received from Bear Inc., dba Todd's Electric Service in the amount of \$10,045.60. The city estimate was \$10,422.50. The costs for this project will be assessed to the fronting property owners. At the completion of the project the City Council will be provided with an adjusted special assessment roll to reflect actual costs of the project.

Financial Consideration: The City did not have this project budgeted for in the 2020 budget. The budget will need to be revised to include these costs at the 2020 budget revision session.

Conclusion/Recommendations: Administration recommends awarding the West Main Street Light project to Bear Inc., dba Todd's Electric Service in the amount of \$10,045.60.

CITY OF VERMILLION
 INVOICES PAYABLE-APRIL 6, 2020

1	3D SPECIALTIES INC	SUPPLIES	438.35
2	A & A REFRIGERATION	REPAIRS	1,758.39
3	A-OX WELDING SUPPLY CO	CHEMICALS	1,889.88
4	ALL AMERICAN GASKET	SUPPLIES	153.10
5	ALLEGIANT EMERGENCY SERVICE	REPAIRS	66.99
6	ANNA KAPPENMAN	REFUND PARKING TCKT OVERPMT	3.00
7	APEX EQUIPMENT, LLC	REPAIRS	1,050.10
8	APPEARA	SHOP TOWELS	45.00
9	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	448.96
10	ARGUS LEADER MEDIA #1085	SUBSCRIPTION	235.58
11	BANNER ASSOCIATES, INC	PROFESSIONAL SERVICES	5,633.50
12	BEN'S HANDYMAN SERVICES	REPAIRS	27.81
13	BLACKSTONE PUBLISHING	BOOKS	100.00
14	BORDER STATES ELEC SUPPLY	SUPPLIES	503.98
15	BOUND TREE MEDICAL, LLC	EYEWEAR/GLOVES/REPAIRS	1,766.50
16	BRIDGESTONE SPORTS INC	MERCHANDISE	1,216.08
17	BUTCH'S PROPANE INC	PROPANE	861.30
18	BUTLER MACHINERY CO.	PARTS	2,598.09
19	CALLAWAY GOLF	MERCHANDISE	6,552.11
20	CANNON TECHNOLOGIES, INC	WATER NODES/GATEWAY MODEM	25,972.26
21	CASK & CORK	MERCHANDISE	1,285.00
22	CENTURY BUSINESS PRODUCTS	COPIER CONTRACT/COPIES	205.38
23	CHAMBERLAIN OIL CO	OIL	1,148.98
24	CHESTERMAN CO	MERCHANDISE	478.64
25	CITY OF VERMILLION	COPIES/POSTAGE	1,049.30
26	CITY OF VERMILLION	UTILITY BILLS	33,648.61
27	CLARK BENNETT	REFUND ARMORY RENTAL FEE	25.00
28	CLAY-UNION ELECTRIC CORP	ONE CALL BREAKFAST	102.66
29	COFFEE KING, INC	SUPPLIES	62.75
30	COLONIAL LIFE ACC INS.	INSURANCE	3,055.41
31	CONCRETE MATERIALS	ASPHALT	814.28
32	CORE & MAIN LP	SUPPLIES	1,713.47
33	CORNHUSKER INTERNATIONAL TRUCK	SUPPLIES	98.04
34	CROUCH RECREATION	PARKS EQUIPMENT	1,140.00
35	DAKOTA BEVERAGE	MERCHANDISE	10,657.60
36	DAKOTA PC WAREHOUSE	INK CARTRIDGE/MONITOR	297.95
37	DAKOTA PUMP INCORP	PARTS	147.40
38	DALE HUSBY	SAFETY BOOTS REIMBURSEMENT	100.00
39	DAN SUNDBERG	REFUND SPECIAL DAILY LICENSE	35.00
40	DANKO EMERGENCY EQUIPMENT	FIREFIGHTER EQUIPMENT	5,133.92
41	DELTA DENTAL PLAN	INSURANCE	6,192.08
42	DENNIS MARTENS	MAINTENANCE	833.34
43	DIAMOND VOGEL PAINTS	YELLOW TRAFFIC PAINT	1,911.80
44	DIVISION OF MOTOR VEHICLE	TITLE/LICENSE PLATES	21.20
45	DUBOIS CHEMICALS	SODA ASH	14,696.00
46	EAGLE CAULKING	HOUSING GRANT FUNDS	2,449.50
47	EAKES OFFICE SOLUTIONS	SUPPLIES	98.07
48	ECHO ELECTRIC SUPPLY	SUPPLIES	1,275.00
49	ED M. FELD EQPT CO	REPAIRS	129.70
50	EMERGENCY SERVICES MARKETING	SUBSCRIPTION AGREEMENT	660.00

51 ENVIRONMENTAL RESOURCE ASSOC	CHEMICALS	1,312.30
52 ERICKSON SOLUTIONS GROUP	CLOUD BACKUP STORAGE/MGMT	780.00
53 FARMER BROTHERS CO.	SUPPLIES	76.85
54 FAST AUTO GLASS	WINDSHIELD REPAIR	60.00
55 FIEGEN CONSTRUCTION	REFUND HYD DEPOSIT LESS USAGE	60.06
56 FOREMAN MEDIA	FEB/MARCH COUNCIL MEETINGS	200.00
57 FRONTIER PRECISION, INC	SUBSCRIPTION	1,650.00
58 GALE/CENGAGE LEARNING INC	BOOKS	941.69
59 GRAHAM TIRE CO.	TIRE	59.95
60 GRAINGER	PARTS	440.88
61 GRAYBAR ELECTRIC	SUPPLIES	4,147.81
62 GRAYMONT (WI) LLC	CHEMICALS	12,445.26
63 GREGG PETERS	FREIGHT	1,384.80
64 GREGG PETERS	RENT	937.50
65 GUARANTEE ROOFING & SIDING	REPAIRS	4,477.19
66 HACH CO	CHEMICALS	3,383.17
67 HEIMAN FIRE EQUIPMENT	ANNUAL INSPECTION	325.67
68 HELMS & ASSOCIATES	PROFESSIONAL SERVICES	3,502.79
69 HENDERSON EXHAUST PLUS	REPAIRS	68.02
70 HERREN-SCHEMPP BUILDING	SUPPLIES	274.32
71 HY VEE FOOD STORE	SUPPLIES	4.00
72 IMPERIAL HEADWEAR, INC	MERCHANDISE	300.00
73 IMS ALLIANCE	NAME TAGS	50.00
74 IN CONTROL, INC	MODEMS	200.00
75 INGRAM	BOOKS	2,226.99
76 INTERNATIONAL CODE COUNCIL, INC	DUES	135.00
77 INTERNATIONAL PUBLIC MGMT	TESTING MATERIALS	347.00
78 INTERSTATE POWER SYSTEMS, INC	REPAIRS	1,102.10
79 INTL ASSOCIATION OF ARSON INVEST.	DUES	100.00
80 ISTATE TRUCK CENTER	PARTS	267.50
81 JOHN A CONKLING DIST.	MERCHANDISE	4,811.20
82 JOHNSON BROTHERS OF SD	MERCHANDISE	16,959.64
83 JOHNSTONE SUPPLY	FILTERS	318.58
84 JON COLE	MEALS REIMBURSEMENT	70.00
85 JONES FOOD CENTER	SUPPLIES	950.12
86 JOSEPH A OSTREM	SAFETY BOOTS REIMBURSEMENT	160.00
87 KALINS INDOOR COMFORT	REPAIRS	349.69
88 KARSTEN MFG CORP	MERCHANDISE	131.67
89 KIMBALL MIDWEST	SUPPLIES	47.95
90 LAWSON PRODUCTS INC	SUPPLIES	81.68
91 LAYNES WORLD	FIRE/EMS SUPPLIES/PLAQUE	355.38
92 LESSMAN ELEC. SUPPLY CO	SUPPLIES	1,794.25
93 LOCATORS AND SUPPLIES, INC	FLAGS	106.45
94 LONGS PROPANE INC	PROPANE	100.00
95 MALLOY ELECTRIC	PARTS	399.08
96 MART AUTO BODY	TOWING	495.00
97 MATHESON TRI-GAS, INC	MEDICAL OXYGEN/CYLINDER RENTAL	399.74
98 MATTHEW BENDER & CO, INC	BOOKS	58.44
99 MCCULLOCH LAW OFFICE	PROFESSIONAL SERVICES	2,308.95
100 MEAD LUMBER	SUPPLIES	447.43
101 MEDICAL WASTE TRANSPORT, INC	HAUL MEDICAL WASTE	236.17
102 MENARDS	SUPPLIES	166.34
103 MERRICK INDUSTRIES	PARTS	1,639.66

104 MICRO MARKETING LLC	BOOKS	45.00
105 MIDWEST ALARM CO	ALARM MONITORING	81.00
106 MIDWEST TURF & IRRIGATION	PARTS/FILTERS	1,697.38
107 MIDWEST WHEEL COMPANIES	PARTS	253.18
108 MISSOURI VALLEY MAINTENANCE	REPAIRS	1,898.65
109 MOTOROLA INC	PORTABLE RADIOS	18,352.62
110 MSC INDUSTRIAL SUPPLY CO	SUPPLIES	116.34
111 NATL GOLF FOUNDATION	MEMBERSHIP DUES	250.00
112 NCL OF WISCONSIN, INC	SUPPLIES	1,675.10
113 NETSYS+	PROFESSIONAL SERVICES	936.00
114 NIKE INC	MERCHANDISE	2,414.25
115 NORIDIAN	REFUND AMBULANCE OVERPMT	390.65
116 NORTHERN TRUCK EQPT CORP	PARTS	2,870.96
117 O'REILLY AUTO PARTS	PARTS	508.33
118 ODEYS INC	SUPPLIES	382.00
119 OVERHEAD DOOR OF SIOUX CITY	REPAIRS	803.60
120 PCC, INC	COMMISSION	3,976.75
121 PENWORTHY COMPANY	BOOKS	131.76
122 PLAIN TALK PUBLISHERS	SUBSCRIPTION	26.00
123 POLLMAN EXCAVATION	CRUSHED CONCRETE	3,383.68
124 POMPS TIRE SERVICE, INC.	TIRES	1,462.00
125 PRESSING MATTERS	SUPPLIES	166.00
126 PRESTO-X-COMPANY	INSPECTION/TREATMENT	62.00
127 PRINT SOURCE	VISITORS GUIDE	190.00
128 PROCHEM DYNAMICS	MOP BUCKET/WRINGER/PAPER TOWELS	224.90
129 QUILL	SUPPLIES	47.98
130 RACOM CORPORATION	MAINTENANCE	411.70
131 REAMS SPRINKLER SUPPLY	SUPPLIES	453.17
132 RECORDED BOOKS, INC	BOOKS	181.20
133 REDI TOWING	TOWING	150.00
134 REEL SHARP	GRIND REEL/BEDKNIFE	1,887.90
135 REPUBLIC NATIONAL DISTRIBUTING	MERCHANDISE	14,601.61
136 RESCO	SUPPLIES	146.00
137 RIVERSIDE TECHNOLOGIES, INC	COMPUTERS	4,668.00
138 RONS AUTO GLASS, INC	REPLACE WINDSHIELD	350.00
139 RUNNING SUPPLY, LLC	SUPPLIES	1,232.63
140 SANFORD HEALTH	REFUND AMBULANCE OVERPMT	1,086.20
141 SANFORD USD MEDICAL CENTER	SUPPLIES	361.19
142 SCANTRON CORPORATION	MAINTENANCE/RIBBONS	1,863.80
143 SCHAEFFER MFG. CO	SUPPLIES	708.00
144 SCOTT HOFFMAN	REFUND PARKING TCKT OVERPMT	5.00
145 SD DEPT OF ENVIRONMENT & NR	PERMIT FEE	500.00
146 SD DEPT OF HEALTH	TESTING	150.00
147 SD FIRE INSTRUCTORS ASSOCIATION	REGISTRATION & DUES	385.00
148 SD NARCOTICS OFFICERS ASSOCIATION	REGISTRATION	50.00
149 SD REDBOOK FUND	SUBSCRIPTION	150.00
150 SD RETIREMENT SYSTEM	CONTRIBUTIONS	60,051.38
151 SECURITY SHREDDING SERVICE	DOCUMENT SHREDDING	35.00
152 SERVICE MASTER OF SE SOUTH DAKOTA	CUSTODIAL	3,499.04
153 SHI INTERNATIONAL CORP.	MAINTENANCE	101.00
154 SIOUX EQUIPMENT	REPAIRS	950.00
155 SOOLAND BOBCAT	PARTS	321.25
156 SOUTHERN GLAZER'S OF SD	MERCHANDISE	5,657.90

157 STAPLES BUSINESS CREDIT	SUPPLIES	1,702.91
158 STEWART OIL-TIRE CO	REPAIRS	31.90
159 STRYKER SALES CORPORATION	AED/MAINTENANCE AGREEMENT	8,740.12
160 STURDEVANTS AUTO PARTS	PARTS	1,342.49
161 SUN MOUNTAIN	MERCHANDISE	3,065.05
162 SUPERIOR TECH PRODUCTS	CLEANER	35.00
163 SYNCB/AMAZON	BOOKS/DVDS/SUPPLIES	245.23
164 TARGET SOLUTIONS LEARNING	MEMBERSHIP/MAINTENANCE	6,335.00
165 TAYLOR MADE	MERCHANDISE	623.83
166 THE EQUALIZER	ADVERTISING	1,158.00
167 THE LIBRARY STORE, INC	SUPPLIES	164.31
168 THE NEW SIOUX CITY IRON CO	REPAIRS	136.85
169 THE UPS STORE #6751	SHIPPING	135.38
170 TITLEIST-ACUSHNET COMPANY	MERCHANDISE	12,032.12
171 TOMAHAWK LIVE TRAP COMPANY	TRAPS	365.92
172 TRACTOR SUPPLY CREDIT PLAN	SUPPLIES	253.73
173 TRIVIEW COMMUNICATIONS	PHONE SYSTEM COMPUTER	799.50
174 TRUE FABRICATIONS	MERCHANDISE	53.88
175 TURNER PLUMBING	REPAIRS	385.15
176 TWIN CITY HARDWARE	SUPPLIES	241.76
177 UNITED WAY	CONTRIBUTIONS	771.00
178 UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE	1,474.04
179 UTILITY EQUIPMENT CO.	WATER METERS	7,145.00
180 UV DOCTOR LAMPS, LLC	UV LIGHTING	4,177.89
181 VALIANT VINEYARDS	HAND SANITIZER/WIPES	253.50
182 VANTEK COMMUNICATIONS, INC	PARTS	59.50
183 VAST BROADBAND	911 CIRCUIT/DIALUP SERVICE	1,415.45
184 VERIZON WIRELESS	CELL PHONES/IPAD ACCESS	2,391.68
185 VERMILLION ACE HARDWARE	MOWERS/SUPPLIES/PARTS	28,800.90
186 VERMILLION CHAMBER OF COMMERCE	VERMILLION BUCKS/COFFEE HOUR SPONSOR	175.00
187 VERMILLION FORD	REPAIRS	42.92
188 VERMILLION HOUSING AUTHORITY	AUDIT CONTRIBUTION	6,900.00
189 VISA/FIRST BANK & TRUST	FUEL/LODGING/SUPPLIES	5,433.66
190 WAL-MART COMMUNITY	SUPPLIES	587.74
191 WESCO DISTRIBUTION, INC	ELECTRIC METERS	9,465.80
192 WEXFORD FULFILLMENT SOLUTIONS	MERCHANDISE	310.39
193 YANKTON JANITORIAL SUPPLY	SUPPLIES	936.00
194 YANKTON MOTORSPORTS LLC	UTILITY VEHICLE	16,948.00
195 ZEE MEDICAL SERVICE	SUPPLIES	274.00
196 ZIMCO SUPPLY CO	SUPPLIES	172.00
197 DAVE EVERDING	BRIGHT ENERGY REBATE	250.00
198 GREG KERKMAN	BRIGHT ENERGY REBATE	150.00
199 KEN RYAN	BRIGHT ENERGY REBATE	250.00
200 LORI JERRED	BRIGHT ENERGY REBATE	25.00
201 LUCELLE LANSING	BRIGHT ENERGY REBATE	250.00
202 SUSAN STACH HUDSON	BRIGHT ENERGY REBATE	25.00
203 ANITA MEHAFFEY	BRIGHT ENERGY REBATE	250.00
204 SRINI RAGOTHAMAN	BRIGHT ENERGY REBATE	250.00
205 SYLVESTER CLIFFORD	BRIGHT ENERGY REBATE	250.00
	GRAND TOTAL	\$484,021.03