

Brookings City Council
August 14, 2018 (unapproved)

The Brookings City Council held a meeting on Tuesday, August 14, 2018 at 5:00 p.m., at City Hall with the following City Council members present: Mayor Keith Corbett, Council Members Mary Kidwiler, Ope Niemeyer, Dan Hansen, Nick Wendell, and Patty Bacon. Council Member Holly Tilton Byrne was absent. City Manager Paul Briseno, City Attorney Steve Britzman, and City Clerk Shari Thornes were also present.

5:00 PM Budget Session

Discussion was held on the proposed 2019 Budget.

A motion was made by Council Member Hansen, seconded by Council Member Kidwiler, to amend the agenda to move the Executive Session to 5:35 p.m. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

Executive Session. A motion was made by Council Member Hansen, seconded by Council Member Kidwiler, to enter into Executive Session at 5:35 p.m. for purposes of consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters; and preparing for contract negotiations or negotiating with employees or Item be approved with the City Manager, City Attorney, and City Clerk also present. The motion carried by a unanimous vote.

A motion was made by Council Member Niemeyer, seconded by Council Member Bacon, to exit Executive Session at 5:52 p.m. The motion carried by a unanimous vote.

6:00 PM Regular Meeting

Consent Agenda. A motion was made by Council Member Hansen, seconded by Council Member Tilton Byrne, to approve the Consent Agenda, as amended. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

3.A. Action to approve the agenda, as amended.

3.B. Action to approve the July 24, 2018 City Council Minutes.

3.C. Action on Resolution 18-058, a Resolution declaring the Brookings Police Department abandoned bicycles and other property as surplus property.

Resolution 18-058 - Resolution for the Surplus of Abandoned Bicycles

Whereas, the Brookings Police Department has recovered abandoned bicycles over the past year and maintains a list of said bicycles as well as some miscellaneous property; and

Whereas, the Brookings Police Department checks each bicycle for any stolen reports before disposal; and

Whereas in the best financial interest, it is the desire of the City of Brookings to sell same as surplus property, or donate to local 501C3 organizations;

Whereas, the City Manager is hereby authorized to sell said surplus property.

Now, Therefore, Be It Resolved by the governing body of the City of Brookings, South Dakota, that this property be declared surplus property according to SDCL Chapter 6-13.

Bikes: Gray and Blue Gauntlet DJGE027490 (Tag 2285); Black Raleigh 198060670 (Tag 2342); Orange Haro (Tag 2278); Black and Blue Mongoose XA75 FSD10CB0030 (Tag 2208); Red Huffy Toddle Bike SNHTZ13C00493 (Tag 2344); Shimano (Tag 2246); Silver Huffy (Tag 2264); Black and Red 98TD31313749 (Tag 2170); Blue and Silver Trek (Tag 2298); Blue Aftershock 00TD720077 (Tag 2117); Black Mongoose 17C53861 (Tag 2161); Black Flyer Spinner XCUMJ11448 (Tag 2366); Black Abyss G53152612SMA (Tag 2249); White Roadmaster Granite Peak (Tag 2230); Red and Black Trek 4100 (Tag 2235); Black and Gray Hyper HAVOC WMA-1026658 (Tag 2205); Green Huffy Mojave (Tag 2207); Red and White Kent Flexor GS52996 (Tag 2299); Red and Black Spraypainted Bike SNCNP06K20505 (Tag 2281); White Kent Peacefree (Tag 2164); Silver Roadmaster X980571583 (Tag 2219); Blue Mongoose Ledge SNFSD13M94758 (Tag 2182); Black and Pink Roadmaster Mt Sport (Tag 2301); Blue and Black Mongoose MGX (Tag 2194); Blue Mongoose XR75 (Tag 2191); Yellow Roadmaster Sponge Bob SNFSD015E6437 (Tag 2355); Black Hyper HAVOC DMG13H0773 (Tag 2316); Red Giant Cypress (Tag 2317); Blue and Gray Granit Peak (Tag 2326); Blue and Silver Climber DTCCA019107 (Tag 2331); Blue Magna Glacier Point (Tag 2169); Black Mongoose Status 2.2 SNFSD13B58187 (Tag 2190); Blue and Gray Roadmaster SNFRSD15G907 (Tag 2271); White Plus DCL060722 (Tag 2272); Black and Blue Wipe Out DWGH162046 (Tag 2232); Black and Orange Trek 3500 Series 3 WTU327C6259H (Tag 2258); Blue Schwinn Frontier P7BE02715 (Tag 2233); Black and White (Tag 2312); Black and Silver Schwinn S2600TGA (Tag 2345); Red Roadmaster Mt Climber MC01170257 (Tag 2115); Silver and Pink Quasar MC503048359 (Tag 2267); Red and Yellow Magna Excitor 59088305 (Tag 2234); Blue Free Spirit (Tag 2287); Black Schwinn 5NXD516A38851 (Tag 2119); Black Roadmaster (Tag 2129); Red Vertical Edge 18 speed (Tag 2290); Black and Silver Hyper WMA102605 (Tag 2295); Green and Black Upland Storm (Tag 2254); White Genesis GS101119288 (Tag 2259); White Plush XDDM065683555 (Tag 2244); Black Fixie Thruster; Gold Magna Mt Tamer (Tag 2255); Black and Gray Roadmaster Granite Peak SNFSD15GC2409 (Tag 2327); Purple Murray (Tag 2139); Silver Mongoose Outer Limit X990391453 (Tag 2297); White Trek Mystic (Tag 2174); Maroon Schwinn (Tag 2364); Black and Green G5131046529 (Tag 2291); Purple Roadmaster (Tag 2318); Pink Schwinn Dora the Explorer (Tag 2195); Pink Schwinn SNXD513MO1959 (Tag 2253); Silver Schwinn SNHUA04G35418 (Tag 2102); Silver Schwinn 14C074631 (Tag 2124); Green Giant GP32593U (Tag 2313); Silver Trek 8001975 (Tag 2100); Gray and Black Bounty (Tag 2149); Orange and Black Trek WTU332C7095H (Tag 2157); Blue and Gray Roadmaster (Tag 2103); Black and Red Mongoose (Tag 2110); Purple AMF (Tag 2111); White and Green (Tag 2242); Silver Powerclimber TD2088071839 (Tag 2120); Silver and Black Trek WTV316C1555C (Tag 2349); Blue and Silver (Tag 2037); White (Tag 2275); Blue and Black Roadmaster (Tag 2241); Silver and Black Kent G1212056350 (Tag 2116); Black and White Huffy AF14F01806 (Tag 2306); Blue and Black Diamond Back I3L03374 (Tag 2186); Blue and Gray Huffy Granite (Tag 2308); Blue and Black Roadmaster (Tag 2163); Maroon and Silver Trek 1TK4F16012 (Tag 2371); White and Silver Mongoose SNFSD10FD1072 (Tag 2309); Black and White Kent Ambush WMM502340515 (Tag 2282); Orange and Green Magna (Tag 2217); Yellow Huffy (Tag 2339); Purple and Teal Roadmaster Granite Peak (Tag 2197); Yellow Change Freestyle (Tag 2196); White LWMD049390 (Tag 2269); Black and Blue Huffy AF14E018896 (Tag 2221); White and Black Huffy AJ14F084067 (Tag 2286); Blue Huffy (Tag 2198); Black Mirreco (Tag 2167); White and Black Roadmaster R4047WWI (Tag 2260); Blue and Chrome MGX DXR R4502WMCT (Tag 2099); Blue and Red Huffy Rock It (Tag 2198); Blue Giant (Tag 2172); Blue Huffy Backwater (Tag 2178); Silver and Yellow 781889895 (Tag 2168); Red and Silver Climber (Tag 2184); Purple Roadmaster Mt. Fury (Tag 2171); Black Trek

Navigator TB11380 (Tag 2183); Blue and Yellow Huffy (Tag 2190); Black and Silver Trek Navigation 75 C14B3983 (Tag 2211); Purple and Blue Schwinn Dee Lite (Tag 2177); Black Razor FS20 (Tag 2185); Blue Murray (Tag 2173); White and Gray Surge (Tag 2204); Green and Purple (Tag 2176); Black Schwinn Pacific (Tag 2216); Purple Roadmaster MT Sport (Tag 2095); Red and Black All Terrain (Tag 2088); Black and Yellow Mongoose Element (Tag 2071); Blue and Silver Break Point Pro (Tag 2096); Silver Huffy Bandit (Tag 2099); Blue and Purple Mongoose Ledge 2.1 SNXDS12E95191 (Tag 2079); Red and Silver Huffy South Ridge (Tag 2070); Purple Huffy Megatrans (Tag 2170); Brown TD1089084537 (Tag 2182); Red Roadmaster Granite Peak (Tag 2213); Blue Schwinn S20 (Tag 2165); Blue Timberline Wildwoods D41206320 (Tag 2162); Red Huffy Southridge (Tag 2181); Blue Powerclimber SL03407405 (Tag 2180); Blue and Black Roadmaster Rockz R70572891 (Tag 2175); Black and White Huffy Rockcreek AB14A08320 (Tag 2214); Green and Purple Trek 800 Sport (Tag 2192); Silver Triax 78466058 (Tag 2084); Red Nishiki Blazer (Tag 2077).

3.D. Action on Resolution 18-059, a Resolution declaring the Brookings Police Department 2015 Dodge Charger as surplus property.

Resolution 18-059 - Resolution Declaring Surplus Property – 2015 Dodge Charger
(Police Department)

Whereas, the City of Brookings is the owner of a 2015 Dodge Charger; and

Whereas, in the best financial interest, it is the desire of the City of Brookings to sell same as surplus property; and

Whereas, the City Manager is hereby authorized to sell said surplus property.

Now, Therefore, Be It Resolved by the governing body of the City of Brookings, SD, that this property be declared surplus property according to SDCL Chapter 6-13.

3.E. Action on Resolution 18-060, a Resolution authorizing the City Manager to sign a Wine Operating Agreement 5-year renewal for Old Sanctuary, 928 4th St., Dennis Bielfeldt, owner, legal description: Lot 1 and East 23' of Lot 2, Block 5, Skinners Second Addition.

Resolution 18-060 - Old Sanctuary
Wine Operating Agreement Renewal

Be It Resolved by the City of Brookings, South Dakota, that the City Council hereby approves a Lease Renewal Agreement for the Wine Operating Management Agreement between the City of Brookings and Old Sanctuary, Dennis Bielfeldt, owner, for the purpose of a liquor manager to operate the On-Sale Establishment or business for and on behalf of the City of Brookings at 928 4th St.

Be It Further Resolved that the City Manager be authorized to execute the Agreement on behalf of the City, which shall be for the remaining 5-years of the 10-year agreement.

3.F. Action on Resolution 18-061, a Resolution authorizing the City Manager to sign a Wine Operating Agreement 5-year renewal for Guadalajara's, Juan Carlos, owner, 1715 6th St., Suite F, legal description: Lot 6, Suite F, Village Square Mall Addition.

Resolution 18-061 - Guadalajara's
Wine Operating Agreement Renewal

Be It Resolved by the City of Brookings, South Dakota, that the City Council hereby approves a Lease Renewal Agreement for the Wine Operating Management Agreement between the City of Brookings and Guadalajara's, Juan Carlos, owner, for the purpose of a liquor manager to operate the On-Sale Establishment or business for and on behalf of the City of Brookings at 1715 6h St., Suite F.

Be It Further Resolved that the City Manager be authorized to execute the Agreement on behalf of the City, which shall be for the remaining 5-years of the 10-year agreement. Professional Services and other related documents for AIP #3-46-0005-030-2018.

3.G. Action on an East Central Regional Communication Council Joint Powers Agreement between Brookings County and the City of Brookings.

The East Central Regional Communication Council Joint Powers Agreement
Brookings County & City of Brookings

On this the 7th day of August, 2018; the following agreement, terms and conditions are entered upon:

I. PARTIES TO AGREEMENT

The parties to this Agreement shall be:

- A. The County of Brookings, South Dakota, a political subdivision of the State of South Dakota, as created pursuant to the provisions of SDCL § 7-1-6, thereafter referred to as "the County"; and
- B. The City of Brookings, South Dakota, an incorporated municipality, as created pursuant to the general provisions of SDCL Title 9, hereafter referred to as "the City."

When the County and City are referred to collectively, the term "the Parties" shall be used.

II. NAME OF ORGANIZATION

The name of the body created pursuant to this Agreement shall be known as: The East Central Regional Communication Council, hereafter referred to as, "the Council." The Council shall serve a geographical area which shall primarily be limited to the boundaries of Brookings County although it is recognized that the functions performed under this Agreement may, on occasion, extend beyond these boundaries and operate in other counties.

III. STATUTORY AUTHORITY FOR AGREEMENT

The Parties hereto form the Council under the authority granted by SDCL § 1-24-2, et. seq., which allows powers, privileges or authority of a South Dakota state government agency as exercised or capable of being exercised, to be jointly exercised with another public agency, as the term "public agency" is defined in SDCL § 1-24-1, under such powers, privileges, or authority as allowed by law governing the Parties.

The Parties hereto recognize that the facilities and equipment made a part of this Agreement may, on occasion, be needed for emergency and disaster services as

defined and set forth in SDCL § 34-48 and SDCL § 34-48A. When such facilities and equipment are required upon a Declaration of Emergency by the Governor of the State of South Dakota, as set forth in SDCL § 34-48A-5, the Parties hereto shall allow the facilities and equipment to be used for purposes to comply with a Declaration of Emergency.

IV. SCOPE AND PURPOSES OF AGREEMENT

The Parties recognize the need to consolidate all public safety communications within Brookings County at one location in order to provide the most efficient method of dealing with the services to the public that are provided by each Party hereto. Public safety communications shall be considered to mean, but shall not be limited to, emergency telephone answering, dispatching law enforcement vehicles, alarm monitoring, dispatching firefighting equipment, both city and rural providing "911" emergency service, and such other communications that are compatible with the purposes of this Agreement and such public safety and such other support functions as are necessary to fulfill this Agreement.

The Parties hereto agree that public safety communications within Brookings County shall be consolidated, and the City of Brookings Police Department shall provide, through its dispatch facilities, the public safety communications of Brookings County, South Dakota. The Council is empowered to enter into contracts with the BROOKINGS POLICE DEPARTMENT for the purpose of providing such consolidated public safety communications.

Further, the Council shall assume the additional responsibility of planning, organizing, controlling, and managing the joint telephone system and such related programs as may be utilized by the Parties.

It is expressly understood by the Parties to this Agreement that the only powers delegated to the Council are those dealing with public safety communications. All other powers granted by law to each of the Parties are expressly reserved.

V. LOCATION OF FACILITIES AND EQUIPMENT

All facilities and equipment subject to this Agreement shall be located in Brookings, South Dakota. Portable equipment shall be placed in such vehicular units and locations of the Parties as are necessary to carry out the functions and purpose of this Agreement.

VI. MEMBERSHIP OF COUNCIL

The Council shall consist of four members. These members shall be as follows: 1) The Chairperson of the Brookings County Board of County Commissioners, or a designated alternate; 2) The Vice-Chairperson of the Brookings County Board of County Commissioners, or a designated alternate; 3) The Mayor of the City of Brookings, South Dakota, or a designated alternate for the City of Brookings who will be from the elected City Council; and 4) The City Manager, or a designated alternate. A designated alternate shall have the same authority as any member of the Council, including the power to vote on matters before the Council.

VII. MEETINGS OF COUNCIL

The Council shall meet regularly three times annually, generally during January, May, and October. The meetings of the Council shall be conducted in accordance with SDCL Ch. 1-25, as amended. Special meetings of the Council may be held at any time or location upon the request of any member of the Council.

VIII. OPERATIONS

The operations of the Council shall be governed by the following general operating parameters:

- a) The fiscal year of the Council shall be the calendar year. The budget shall be approved upon joint action of the County Commission and the City Council. Prior to approving the annual budget, the Council and Police Chief shall meet and agree upon a proposed budget, the terms of which shall be presented to the County Commission and City Council. The budget as approved shall include all costs necessary to carry out the Council's functions. Notification will be given to the City by the County of all budget supplements which pertain to the budget of the Council.
- b) The budget, as approved, shall be administered by the City. All additional expenses above the amount generated through the surcharge shall be split proportionately between the City and the County based upon call load, which is two-thirds (2/3) to be paid by the City and one-third (1/3) to be paid by the County.
- c) In the event capital assets/equipment must be acquired, the Police Chief shall prepare appropriate bid specifications and bid evaluations on behalf of both Parties. The bidding process shall be administered by the City or County on behalf of the E911 board. Bids shall be awarded at any monthly City or County meeting upon action of both the parties. Title to any such assets so acquired, or any asset acquired since December 31, 1993, shall be deemed to be owned by the City and County based upon the same proportion as referenced immediately above in section (b). Accordingly, title to Fixed Assets shall be owned (vested) as follows: two-thirds (2/3) to be owned by the City and one-third (1/3) to be owned by the County. Fixed assets shall be defined according to the County's policies. Any Fixed Asset in the possession of the County shall be recorded on the fixed asset list in the Brookings County Finance Office. Any Fixed Asset in the possession of the City shall be recorded on the fixed asset list in the City Finance Office. The Police Chief shall provide an annual statement of inventory adjustments (additions and/or deletions), with the assistance of the Brookings County Development Director, and at the end of each fiscal year shall provide a full inventory listing to both the Brookings County Finance Office and the Brookings City Finance Office. The Council shall review the Fixed Asset records annually and make any necessary adjustments or corrections.
- d) The Council will have the power to apply for, receive, and expend grants of money from any local, state or the federal government, and from any private foundation or corporation.
- e) In order to be prepared for emergency purchases, the Council shall maintain a minimum cash balance of \$30,000.00.

IX. TERM AND TERMINATION

This Agreement shall commence upon the date of signing and shall remain in full force and effect indefinitely, or until both Parties mutually agree otherwise by written agreement, or by terminating this Agreement as stated below.

This Agreement will terminate:

- A. One hundred eighty (180) days following receipt of written notice of termination by one party to the other; or
- B. By the failure of either Party to pay its proportionate share of operating expenses to the Council. If payment has not been made within thirty (30) days after assessment, a notice of default may be sent to the non-paying Party. Termination will occur if payment is not received within ninety (90) days of the date of the notice of default.

X. DISSOLUTION

Upon termination of the Council, all property listed on the inventory of the Council shall be independently appraised to determine current value. Thereafter, in conformance with State law, the property may either be distributed in kind or liquidated and the proceeds thereof, together with any monies on hand, distributed to the in same proportion as referenced in section VIII b, which is two-thirds (2/3) to be paid to the City and one-third (1/3) to be paid to the County.

XI. AMENDMENTS

This Agreement may be amended, modified, or altered only by majority agreement of the members of the Council and upon approval by each of the Parties.

XII. GENERAL CONDITIONS

- a) Record Keeping and Audits: The Parties to this Agreement acknowledge that each has an obligation to maintain accurate records. Upon reasonable notice, each Party shall have the right to inspect and audit the other Party's operations, records, and maintenance and security of law enforcement data. Once performed, the results of the audit shall be made available, upon request, to the governing bodies of Brookings County and the City of Brookings.
- b) Indemnification: If, as a result of errors and omissions, negligence, or intentional acts, either Party to this Agreement causes damage or loss to the other party, as pertains to this Agreement, whether to files, programs, records, data, equipment, hardware or software, or otherwise, the Party causing such damage shall indemnify the injured party and shall hold the injured party harmless for all such damages, costs, reasonable attorney's fees, and related expenses.
- c) Insurance: The City and County shall maintain and provide to the other Party a certificate of insurance from an insurance carrier which sets forth the insurance coverage which pertains to the Agreement. Such certificate or policy will be furnished annually to the other Party and will provide that the policy cannot be cancelled without thirty (30) days' notice to the other Party.
- d) Non-discrimination: All parties hereto shall fully comply with applicable federal and state regulations; agreeing specifically not to discriminate against any

employee on account of race, handicap, color, sex, age, religion, or national origin.

XIII.

This Agreement replaces the Amended Joint Powers Agreement which was entered into between the Parties on the 28th day of October, 2014, and as amended on the 1st day of December, 2015.

IN WITNESS WHEREOF the Parties hereunto agree and do now set their hand and seals in execution of this Agreement on the day and year first above written.

APPROVED:

BY CITY OF BROOKINGS

Keith Corbett, Mayor

ATTEST:

Shari Thornes, City Clerk

APPROVED:

BY BROOKINGS COUNTY

LeeAnn Pierce, Commission Chairperson

ATTEST:

Vicki Buseth, County Finance Officer

3.H. Action on Resolution 18-066, a Resolution authorizing Change Order No. 1 (Final) for 2017-11STI, Airport Taxilane Project; Bowes Construction, Inc.

Resolution 18-066 - Resolution Authorizing Change Order No. 1 (Final) for 2017-11STI Airport Taxilane Project, Bowes Construction, Inc.

Be It Resolved by the City Council that the following change order be allowed for 2017-11STI, Airport Taxilane Project: Construction Change Order Number 1: Adjust plan quantities to as-constructed quantities for a total decrease of \$1,899.60 to the contract to close out the project.

Open Forum. Matt & Michelle Schmidt, 1903 Windermere Way, and Jason Evans, 1912 Tanbury Lane, requested an update regarding recent flooding issues.

Entrepreneurial Update. Jennifer Quail, Director of Entrepreneur Support, Brookings Economic Development Corporation, provided an update to the City Council and public.

Resolution 18-055. A motion was made by Council Member Niemeyer, seconded by Council Member Hansen, that Resolution 18-055, a Resolution Rejecting Bids on 2018-12STA Western Avenue Sanitary Sewer Assessment Project, be approved. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

Resolution 18-055 - Resolution Rejecting Bids for
2018-12STA Western Avenue Sanitary Sewer Assessment Project

Whereas, the City of Brookings opened bids for 2018-12STA Western Avenue Sanitary Sewer Assessment Project on Tuesday, July 17, 2018 at 1:30 pm at the Brookings City & County Government Center; and

Whereas, the City of Brookings has received the following bids for 2018-12STA Western Avenue Sanitary Sewer Assessment Project: Prussman Contracting Inc. - \$43,367.00, and Prunty Construction Company Inc. - \$79,942.00; and

Whereas, the low bid was approximately 38% higher than the Engineer's Estimate for the project.

Now Therefore, Be It Resolved that all of the bids be rejected.

Resolution 18-064. A motion was made by Council Member Hansen, seconded by Council Member Kidwiler, that Resolution 18-064, a Resolution Awarding Bids on 2018-01 Gateway Landscaping Improvements, be approved. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

Resolution 18-064 - Resolution Awarding Bids on
2018-01 Gateway Landscaping Improvements

Whereas, the City of Brookings opened bids for 2018-01 Gateway Landscaping Improvements on Tuesday, August 7, 2018 at 1:30 pm at Brookings City & County Government Center; and

Whereas, the City of Brookings has received the following bids for 2018-01 Gateway Landscaping Improvements: Kerry's Landscaping & Irrigation, Brookings, SD \$87,260.94; and Splitrock Landscaping & Nursery, Brandon, SD \$120,987.00.

Now Therefore, Be It Resolved that the low bid of \$87,260.94 for Kerry's Landscaping & Irrigation, Brookings, SD be accepted.

Resolution 18-065. A motion was made by Council Member Hansen, seconded by Council Member Wendell, that Resolution 18-065, a Resolution authorizing Change Order No. 2 (Final) for 2017-04STI, Traffic Signal Improvements Project, 2nd Street South & Main Avenue South and 5th Street South & Medary Avenue South, Bowes Construction, Inc., be approved. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

Resolution 18-065 - Resolution Authorizing Change Order No. 2 (Final) for 2017-04STI Traffic Signal Improvements Project, 2nd Street South & Main Avenue South and 5th Street South & Medary Avenue South, Bowes Construction, Inc.

Be It Resolved by the City Council that the following change order be allowed for 2017-04STI, Traffic Signal Improvements Project, 2nd Street South & Main Avenue South and 5th Street South & Medary Avenue South: Construction Change Order Number 2: Adjust plan quantities to as-constructed quantities and for additional work to add pedestrian crossing countdown timer signs at the intersection of 5th Street South and Medary Avenue South for a total increase of \$6,600.00 to the contract to close out the project.

Retail On-Sale Convention Liquor License Transfer. A public hearing was held on a Retail On-Sale Convention Liquor License transfer from Den Wil Hospitality Group, Inc., dba The Lodge, Dennis Bielfeldt, owner, to Den Wil Hospitality Group, Inc., dba

Wilbert's / Comfort Suites University, Dennis Bielfeldt, owner, 931 25th Ave., Brookings, South Dakota, legal description: Lot 3, Block 2, Telkamp Addition. A motion was made by Council Member Kidwiler, seconded by Council Member Hansen, that the Retail On-Sale Convention Liquor License Transfer be approved. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

Resolution 18-063. A public hearing was held on Resolution 18-063, a Resolution authorizing the City Manager to sign an On-Off Sale Wine Operating Agreement for Den Wil Hospitality Group, Inc., dba Wilbert's / Comfort Suites University, Dennis Bielfeldt, owner, 931 25th Ave., Brookings, SD, legal description: Lot 3, Block 2, Telkamp Addition. A motion was made by Council Member Wendell, seconded by Council Member Bacon, that Resolution 18-063 be approved. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

Resolution 18-063 - Den Wil Hospitality Group, Inc.,
dba Wilbert's / Comfort Suites University
Wine Operating Agreement

Be It Resolved by the City of Brookings, South Dakota, that the City Council hereby approves a Lease Agreement for the Operating Liquor Management Agreement for Wine between the City of Brookings and Dennis Bielfeldt, owner, Den Wil Hospitality Group, Inc., dba Wilbert's / Comfort Suites University, for the purpose of a liquor manager to operate the On-Sale Establishment or business for and on behalf of the City of Brookings at 931 25th Ave.

Be It Further Resolved that the City Manager be authorized to execute the Agreement on behalf of the City, which shall be for a period of five (5) years, with a renewal for another five (5) years.

On-Off Sale Malt License. A public hearing was held on a request for an On-Off Sale Malt License for Den Wil Hospitality Group, Inc., dba The Lodge, Dennis Bielfeldt, owner, 2515 6th St., legal description: Block 12, Telkamp Addition. A motion was made by Council Member Hansen, seconded by Council Member Wendell, that the On-Off Sale Malt License be approved. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

Resolution 18-062. A public hearing was held on Resolution 18-062, a Resolution authorizing the City Manager to sign an On-Off Sale Wine Operating Agreement for Den Wil Hospitality Group, Inc., dba The Lodge, Dennis Bielfeldt, owner, 2515 6th St., Brookings, SD, legal description: Block 12, Telkamp Addition. A motion was made by Council Member Wendell, seconded by Council Member Kidwiler, that Resolution 18-062 be approved. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

Resolution 18-062 - Den Wil Hospitality Group, dba The Lodge
Wine Operating Agreement

Be It Resolved by the City of Brookings, South Dakota, that the City Council hereby approves a Lease Agreement for the Operating Liquor Management Agreement for Wine between the City of Brookings and Dennis Bielfeldt, owner, Den Wil Hospitality Group, Inc., dba The Lodge, for the purpose of a liquor manager to operate the On-Sale Establishment or business for and on behalf of the City of Brookings at 2515 6th St.

Be It Further Resolved that the City Manager be authorized to execute the Agreement on behalf of the City, which shall be for a period of five (5) years, with a renewal for another five (5) years.

Council Introduction of Topics for Future Discussion.

A motion was made by Council Member Niemeyer, seconded by Council Member Kidwiler, that consideration to add another \$50,000 for a total of \$100,000 for the Downtown Grant Program and open up to other retail businesses in Brookings. The motion carried by the following vote: Yes: 6 - Niemeyer, Hansen, Kidwiler, Wendell, Bacon, and Corbett; Absent: 1 - Tilton Byrne.

Adjourn. A motion was made by Council Member Hansen, seconded by Council Member Wendell, to adjourn the meeting at 6:55 p.m. The motion carried by a unanimous vote.

CITY OF BROOKINGS

Keith W. Corbett, Mayor

ATTEST:

Shari Thornes, City Clerk