



CITY OF YANKTON

2017_02_27

COMMISSION MEETING

YANKTON BOARD OF CITY COMMISSIONERS

Regular City Commission Meeting beginning at 7:00 P.M.

Monday, February 27, 2017

City of Yankton Community Meeting Room

Located at the Technical Education Center • 1200 W. 21st Street • Room 114

Rebroadcast Schedule: Tuesday @ 7:30pm, Thursday @ 6:30 pm, on channels 3 & 45

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of regular meeting of February 13, 2017

Attachment I-2

3. City Manager's Report

Attachment I-3

4. Public Appearances

II. CONSENT ITEMS

1. Transient Merchant License and Special Events Dance License

Consideration of Memorandum #17-37 recommending approval of the applications from the Riverboat Days Committee for:

- A) Transient Merchant License for August 18 to 20, 2017;
- B) Special Events Dance License for August 18 to 20, 2017

Attachment II-1

2. Possible Quorum Event

March 28, 2017, for Chamber Annual Meeting, no official commission action

3. Possible Quorum Event

March 21, 2017, for Chamber Media Forum, no official commission action

4. Possible Quorum Event

March 20, 2017, for Interchange Forum, no official commission action

5. Appointment to Park Advisory Board

Consideration of Memorandum #17-42 recommending approval of the Mayor's Appointment to the Park Advisory Board

Attachment II-5

III. OLD BUSINESS

1. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #17-33 regarding the request for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for three days, August 18-20, 2017, from Yankton Area Riverboat Days, Inc. (Milissia Wuebben, Treasurer), Riverside Park, Yankton, SD

Attachment III-1

2. **Public hearing for sale of alcoholic beverages**
Consideration of Memorandum #17-34 regarding the request for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for three days, August 18-20, 2017, from Yankton Area Riverboat Days, Inc. (Milissia Wuebben, Treasurer), City Hall Auditorium, Yankton, SD
Attachment III-2
 3. **Public hearing for sale of alcoholic beverages**
Consideration of Memorandum #17-38 regarding the request for a Special Events Retail (on-sale) Liquor License for 1 day, March 25, 2017, from Dayhuff Enterprises, Inc. d/b/a O'Malley's Bar (Jeff Dayhuff, President), Lewis & Clark Theatre Company, 328 Walnut Street, Yankton, SD
Attachment III-3
 4. **Public hearing for sale of alcoholic beverages**
Consideration of Memorandum #17-39 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, July 2, 2017, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, SD
Attachment III-4
 5. **Public hearing for sale of malt beverage**
Consideration of Memorandum #17-40 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License for 1 day, March 17, 2017, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, SD
Attachment III-5
- IV. NEW BUSINESS**
1. **Transfer of Hangar Ground Lease at Chan Gurney Municipal Airport**
Consideration of Memorandum #17-18 and approval of Assigned Lease Agreement and Resolution #17-05 regarding transfer of hangar lease from Hoffner Flying Inc. to Driftwood Creek Flying Club LLC
Attachment IV-1
 2. **Purchase Fairway Mowers for Fox Run Golf Course**
Consideration of Memorandum #17-30 regarding purchase of two (2) fairway mowers for Fox Run Golf Course
Attachment IV-2
 3. **Request to Host Midwest Park & Recreation Association Conference**
Consideration of Memorandum #17-44 regarding Request to Host Midwest Park & Recreation Association Conference
Attachment IV-3
 4. **Planning Commission – First Reading of Ordinance #994**
Consideration of Memorandum #17-41, introduction and first reading of Ordinance #994 and setting March 27, 2017 as the date to consider a rezoning from A-1 Agricultural to I-1 Industrial in the City's extraterritorial jurisdiction on Lot D in Yaggies Third Addition, excluding the approximate 30' wide by 650' long access to Whiting Drive in Section 9, T93N, R55W, Yankton County, South Dakota. Address, 2210 Alumax Road. Concrete Materials, owner.
Attachment IV-4

5. **Sidewalk Café License – Willa B’s**
Consideration of Memorandum #17-49 regarding Sidewalk Café License for 215 West 3rd Street - Willa B’s LLC
Attachment IV-5
6. **Sidewalk Café License - Boomers**
Consideration of Memorandum #17-46 regarding Sidewalk Café License for 100 East 3rd Street – Boomers, Inc.
Attachment IV-6
7. **Sidewalk Café License – Riverfront Event Center**
Consideration of Memorandum #17-48 regarding Sidewalk Café License for 121 West 3rd Street - Riverfront Event Center
Attachment IV-7
8. **Agreement between City & Heartland Humane Society**
Consideration of Memorandum #17-43 regarding Agreement between City of Yankton and Heartland Humane Society
Attachment IV-8
9. **Bid Award – 25th Street Pavement Replacement**
Consideration of Memorandum #17-45 regarding Bid Award for 25th Street Pavement Replacement from Douglas Avenue to Mulberry Street
Attachment IV-9
10. **Agreement for Professional Services – 8th Street to Summit to Broadway**
Consideration of Memorandum #17-36 regarding Agreement for Professional Services – 8th Street to Summit to Broadway
Attachment IV-10
11. **Bid – Steel Transfer Station Walking Floor Trailer**
Consideration of Memorandum #17-47 regarding Bid award for a new Steel Transfer Station Walking Floor Trailer for the Department of Public Works, City of Yankton/Joint Powers Department
Attachment IV-11
12. **Joint Powers Agreement Amendment**
Consideration of Memorandum #17-29 Sixth Amendment to Joint Powers Agreement
Attachment IV-12
13. **Agreement for Firing Range for Police Department**
Consideration of Memorandum #17-35 regarding Agreement for Firing Range for Police Department
Attachment IV-13
14. **Housing Study Update Financing and Process**
Consideration of Memorandum #17-50 regarding Housing Study Update Financing and Process
Attachment IV-14
15. **Mayor’s Appointments to Consolidated Board of Equalization**
Consideration of Memorandum #17-51 recommending approval of the Mayor’s Appointments to the Consolidated Board of Equalization
Attachment IV-15

**V. ADJOURN INTO EXECUTIVE SESSION TO DISCUSS
CONTRACTUAL & LITIGATION MATTERS UNDER SDCL 1-25-2**

VI. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VII. ADJOURN THE MEETING OF FEBRUARY 27, 2017

The City of Yankton Community Meeting Room is accessible to everyone. If you have any additional accommodation requirements, please call 668-5221.

Should you have any reason to believe an open meetings law has been violated please contact the Open Meetings Commission at the South Dakota Office of the Attorney General at: 1302 E. Hwy 14, Suite 1, Pierre, SD 57501-8501 or by phone at 605-773-3215.

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
FEBRUARY 13, 2017**

Regular meeting of the Board of City Commissioners of the City of Yankton was called to order by Mayor Gross.

Roll Call: Present: Commissioners Carda, Ferdig, Hoffner, Johnson, Knoff, Maibaum, Miner, and Sommer. City Attorney Den Herder was also present. Absent: City Manager Nelson.

Quorum present.

Action 17-24

Moved by Commissioner Johnson, seconded by Commissioner Carda, to approve the Minutes of the regular meeting of January 23, 2017.

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 17-25

Moved by Commissioner Sommer, seconded by Commissioner Carda, that the Schedule of Bills be approved and warrants be issued.

A T & T-Cell Phone Bill-\$365.83; Ace Hardware-Batteries-\$8.99; ACS Government Information Service-Maintenance Program Support-\$2,161.62; All Star Pro Golf Inc-Golf Grips-\$577.39; Arborists Assn/SD-Membership Dues-\$219.00; Associated Supply Co-Pool Chemicals-\$2,789.73; Banner Associates Inc-SW Scale-\$1,321.36; Big Friend Little Friend-1/2 Special Approp-\$2,250.00; Boller Printing Inc-YPD Forms-\$179.00; Boys & Girls Club-CDBG Grant-\$41,132.04; Boys & Girls Club of Yankton-Special Appropriation-\$29,500.00; Brosz Engineering Inc-Bridge Design-\$2,240.00; Building Sprinkler Inc-Inspect Sprinkler System-\$249.00; Butler Machinery Co-Cutting Edge/Bolts-\$384.78; Centurylink-Phone-January-\$1,606.83; Chamber of Commerce-Registration Fee-\$145.00; City of Vermillion-Jt Power Cash Transfer-\$33,078.54; City of Yankton-Central Garage Rubbish-\$13.50; City of Yankton-Solid Waste Compacted Garbage-\$10,573.31; City Utilities Water-WW Charges-\$3,595.51; Cleveland Golf-Golf Clubs-\$1,599.60; Conkling Dist-Malt Beverages-\$21.90; Contact Center-Special Appropriations-\$10,000.00; Cornhusker Intl Truck Inc-Filters-\$430.90; Credit Collection Service Inc-UT Collection-Dec-\$63.54; D & T Ventures LLC-ESS Maint & Hosting-\$2,695.00; Dakota Beverage Co Inc-Malt Beverages-\$41.70; Dept of Revenue-Lab Tests-\$1,061.00; DEX Media East-Phone-January-\$32.30; Deyalsingh/Colin-Refund Deposit-\$48.24; Ehresmann Engineering Inc-Steel-\$583.25; Epoch Eyewear-Merchandise-\$402.50; Ethanol Products LLC-CO2-\$2,014.10; Flannery/Kirt-Officer Stipend-Jan-\$25.00; Frick/Adam-Officer Stipend-Jan-\$25.00; Frick/Brian-Officer Stipend-Jan-\$65.00; GJ Therkelsen & Assoc Inc-Phase II Design-\$12,793.40; Graymont Capital Inc-Pebble Lime-\$8,940.68; Gulbrandson/Travis-Book-\$17.00; Hanson Briggs Advertising Inc-Print Recycle Magnets-\$3,471.00; Hawkins Inc-Pool Chemicals-\$2,896.56; HD Supply Waterworks Ltd-Watermain Parts-\$1,631.41; Hedahl's Parts Plus-Batteries-\$1,094.81; Hillcrest Golf & Country Club-Maintenance-\$1,840.00; Intl Institute of Municipal Clerks-Membership Renewal-\$260.00; J & H Care & Cleaning Company-Janitorial Services-\$2,795.00; Kadrmas Lee & Jackson Inc-Prof Services Airport-\$3,444.75; Kaiser Refrigeration Inc-Saws/Chains-\$1,056.47; Long's Propane Inc-Propane-\$378.00; Mailfinance-Postage-\$576.00; Marks Machinery-Posthole Digger-\$1,830.00; Mead Building Project-Special Appropriation-\$25,000.00; Mead Lumber-Lumber-\$234.30; Meridian Grain-Road Salt-\$5,622.86; Midamerican Energy-Fuel-Jan-\$3,142.51; Midamerican Energy-Water/WW Fuel-\$10,643.60; Midwest Alarm Company Inc-Prof Services-\$63.00; Midwest Turf &

Irrigation-Parts-\$143.82; Millerbernd Manufacturing Co-Light Pole Assemblies-\$3,562.00; Minerva's-2016 Christmas Party-\$3,776.22; Missouri Sedimentation Action-Special Appropriation-\$2,500.00; Moser/Brad-Officer Stipend-Jan-\$25.00; Motorola-Pager Repairs-\$234.00; Mount Marty College-Strategy Planning-\$325.20; MW Automotive Services-Towing-\$240.00; Nebraska Journal-Leader-Advertisement-\$86.67; Northern Truck Equipment Corp-Dump Box Body-\$34,244.00; Northwestern Energy-Electric-January-\$71,095.18; Northwestern Energy-Replace Light Pole-\$2,303.47; Olson's Pest Technicians Inc-Pest Control-\$140.00; One Office Solution-Office Supplies-\$18.47; Pack & Ship-Shipping-\$262.16; Paladine Data Systems-Software Program-\$3,973.34; Pathways Shelter-Special Appropriation-\$5,000.00; Peace Officers Assn/SD-Membership Fee-\$75.00; Plan & Development Dist III-2017 Membership Dues-\$12,171.00; Planning & Development-CDBG Admin-\$4,000.00; Press Dakota MStar Solutions-Publishing/Ads-\$615.93; Quill Corporation-Office Supplies-\$132.21; Racom Corporation-Mobile Radios-\$172,415.04; Reinhart Foods Inc-Entrees-\$164.83; Ricoh USA Inc-Printer-\$399.06; River City Domestic Violence-Special Appropriation-\$2,250.00; River City Family Connections-Special Appropriation-\$2,250.00; Rogers Appraisal Service Inc-Appraisal Reports-\$6,500.00; Schroeder/Roger-Safety Glasses Reimburse-\$60.00; SDDOT Office Air Rail Transit-Airport Conference-\$170.00; Sheehan Mack Sales & Equipment Inc-Antennas-\$108.73; Slowey Construction Inc-Force Main-\$188,100.90; Small Business Development Cnt-Special Appropriation-\$4,500.00; Smith Insurance Inc/MT & RC-Airport Liability Ins-\$10,500.00; Smith/Jack-Marne Creek Easement-\$200.00; Turfwerks-Course Maintenance-\$271.39; US Post Office-Utility Postage-Jan 2017-\$1,400.00; US Bank Equipment-Finance Copier Contract-\$495.82; Wage Works-Flex Serv Fee-Dec-\$155.00; Water & Env Eng Research Ctr-Lab Tests-\$422.00; Williams Brother Roofing-Roof Repair-\$1,902.93; Woehl/Toby-Officer Stipend-Jan-\$25.00; Woods Fuller Shultz & Smith PC-Prof Services-\$742.50; Xerox Corporation-Copier Lease-\$222.58; Xerox Corporation-Copier Lease-\$2,449.57; Yankton Area Arts Assn-2017 Summer Band Payment-\$3,600.00; Yankton Area Convention-1/4 SP Appropriation-\$97,582.50; Yankton Area Ice Association-Reimburse-1st Half Jan 17-\$1,538.32; Yankton School District 63-3-2016 4th Qtr Bill-\$32,250.18; Yankton Transit Inc-1/2 SP Appropriation-\$15,000.00; Yankton Vol Fire Department-Jan 2017 Calls/Drills-\$1,950.00; Ziegler/William-Officer Stipend-Jan-\$65.00; A-Ox Welding Supply-Welding Gas-\$79.31; Alamo Rent-A-Car-Conference-\$109.47; Amazon Digital Svcs-Computer Program-\$49.99; Amazon Mktplace Pmts-Power Steps-\$1,713.38; Amazon.Com-Jump Starter-\$231.76; Amazon.Com-Plumbing Code Book-\$135.94; Americinn-Travel Expense-\$95.10; Appeara-Towels-\$301.02; Applied Ind Tech-Air Filters-\$1,171.36; Arbys-K9 Training Expense-\$3.63; ARC-Services/Training Aquatic Facility-\$950.00; AT&T Bill Payment-Car Computer Connections-\$315.60; Automated Drive System-Aeration Pump Repairs-\$250.00; Autozone-Windshield Washer Fluid-\$4.29; Autozone -Ignition Coil-\$53.62; Baker-Taylor-Books-\$2,008.54; Battery Exchange-Truck Maintenance-\$154.35; Blitsy.Com-Craft Night Supplies-\$89.80; Boller Printing-Receipt Books-\$407.00; Bomgaars-Ice Melt-\$2,012.66; Border States Electric-Fiber to Copper Convert-\$276.18; Brenntag Great Lakes-Ferric Chloride-\$5,549.00; Broadway Chrysler-Solenoid Cable & Bracket-\$307.19; Butler Machinery-Bearing and Seal-\$263.96; Car & Driver Magazine-Subscription-\$10.00; Carus Corporation-Polyphosphate-\$3,700.62; Caseys Gen Store-Staff Appreciation-\$17.50; Chief Supply-Patrol Car Equipment-\$730.00; Clarks Rentals-Custom Hammer Drill Rental-\$35.00; Conoco-Mayors Meeting-\$35.24; Country Living Magazine-Subscription-\$34.97; Cox Auto Supply-Tools-\$460.97; Crescent Electric-Monitor-\$438.98; Currito Burritos-Conference-\$13.45; Dart/Tartan/McNaugh-Lease Plan-\$1,932.00; Dayhuff Enterprises-Cleaning Supplies-\$976.03; Days Inn-Surveyor's Conference-\$145.66; Echo Electric Supply-Light Bulbs-\$94.80; Ehresmann Engineering-Hoist Expense-\$432.55; Envatomarket-License-\$40.00; ESRI Software-ESRI-\$2,512.33; Facebk-Promo Advertisement-\$20.00; Facebk-Advertisement-\$8.00; Facebk-December Ad-\$15.00; Fastenal Company-Plow Bolts-\$270.88; Fred Haar Company-Lawn Tractor Repair-\$669.98; Grafix Shoppe-Patrol Car Decals-\$927.11; Graham Tire-Wheel Balance-\$20.00;

Hach Company-Analyzer Controller-\$5,128.37; Hard Drive Central-Copier Fee-\$76.88; Hedahls-Truck Repair-\$568.08; Hilti Inc-Park Supplies-\$1,033.67; Huhot Mongolian Grill-K9 Medical Care Travel-\$31.00; Hy-vee Gas-Conference-\$53.92; Hy-vee-Concessions-\$504.68; IACP-IACP Membership Dues-\$150.00; In Creative Products-Dare T-Shirts-\$221.00; In Kraskin Baton Company-Baton Supplies-\$16.50; Independence Waste-Rentals-\$553.90; Intl Code Council Inc-2015 Property Maint Code-\$292.10; Intoximeters Inc-Breath Test Devices-\$2,840.00; ISU Vet Clinic-K9 Medical Visit-\$59.85; J.J. Benji-League Shirts-\$1,032.50; Jacks Uniforms & Equipment-Patrol Uniform-\$2,844.88; JCL Solutions-Cleaning Supplies-\$821.17; Johnson Controls-SS HVAC Pool Agreement\$2017-\$6,739.14; Kaiser Refrigeration Inc-CO2 Tank Repair-\$705.35; Kendell Doors & Hardware-Padlocks-\$422.50; Kopetskys Ace Hdwe-Patrol Equipment-\$511.13; KPC Discover-Magazine Subscription-\$24.95; Larrys Canvas & Custom-Building Supplies-\$35.00; Larrys Canvas & Custom-Shop Supplies-\$10.00; Lewis And Clark Ford-Truck Repair-\$71.02; Locators and Supplies-Supplies-\$176.63; Longs Propane Service-Propane-\$36.00; MacAlester College-Technology Conference-\$160.00; Marks Machinery Inc-Bobcat/Skidloader Repair-\$514.42; McDonalds-Conference-\$6.65; McDonalds-Investigation Expense-\$12.41; Mead Lumber-Lumber-\$154.71; Menards-Toolbox-\$378.00; Menards-Toilets-\$1,353.69; Michaels Fence-Fence Repair-\$220.40; Mid-States Organized-MOCIC Membership Fee-\$200.00; Midwest Laboratories-Nutrient Testing-\$200.95; Midwest Radiator-Snowplow Repair-\$165.00; Mometrix.Com-Test Schooling-\$6.99; Mypilotstore.Com-Radio-\$1,060.95; Myradiomall Com-Radio Charger-\$46.10; NBS Calibrations-Lab Balance Service-\$179.00; Nebraska PGA-Blue Go Conference-\$30.00; Northern Tool Equip-Shop Supplies-\$251.98; Northtown Automotive-Check Fuel Pressure-\$58.32; Olive Garden-Conference-\$22.55; One Office Solution-Office Supplies-\$981.18; OReilly Auto-Battery/Wiper Blades-\$657.89; Overhead Door Co-Garage Door Openers-\$384.90; Paypal-Dirigosoftw Licensing Fee-\$169.00; Paypal-FFC Fire Chaplin Membership-\$100.00; Paypal-NTOA NTOA Membership-\$150.00; Paypal-Paymasterch Checksigner Ribbon-\$44.99; Paypal-Zoro.Com Lights-\$1,709.13; Phillips 66-Fuel K9 Medical Care-\$29.00; Postage Refill-Postage-\$100.00; Provantage LLC-Software Trend Micro-\$964.95; Push Pedal Pull Corp-Equipment Repair Maint-\$1,746.71; Quill Corporation-Self-Inking Stamps-\$146.21; Riverside Hydraulics-Air Hose/Fittings-\$201.94; Rons Auto Glass-Truck Repair-\$310.00; Scottie Stop-Conference-\$28.45; SD Property Management-Park Expense-\$101.56; SDSPLS-Conference/Membership-\$360.00; Sears Hometown-Supplies-\$19.99; SF Regional Airport-Conference-\$48.00; Sheehan Mack Sales-Hex Bolts/Washers-\$152.23; Sheet Labels Inc-Recycling Sticker Labels-\$40.31; Sherwin Williams-Bathroom Project-\$111.63; Sirchie Finger Print-Crime Scene Equipment-\$199.80; Skydine-Conference-\$8.42; SP Cutratebatteries-Radio Batteries-\$146.40; SQ Hansen Locksmith-Keys-\$10.00; SQ Tinting Pros-Remove Remote Start-\$60.00; Stan Houston Equip Co-Park Supplies-\$391.70; STK Shutterstock Inc-Seed Library Supplies-\$29.00; Sturdevants-Truck Repair-\$41.38; Synter Resource Group-Postage-\$44.70; Tactical Medical-First Aid Kit-\$170.95; Tennsco Corp-Replacement Handles-\$38.16; The Lab Depot-Laboratory Stir Plates-\$784.65; The UPS Store-Police Equipment-\$137.31; TI Taser Intl-Taser Equipment Replace-\$182.19; TMA-Tires-\$797.44; TME Sports Illustrated-Kids Subscription-\$39.95; Tokyo Japanese Cuisine-Strategic Planning-\$43.98; Tractor Supply Co-K9 Equipment-\$147.05; Truck Trailer Sales-Seat-\$307.33; United-Conference-\$50.00; United Laboratories-Epoxy-\$167.04; USA Blue Book-Raven Interface Detector-\$1,418.04; USPS-Postage-\$44.45; VCN Yanktonrodctr-Filing Fee-\$125.00; Viddler Inc-Video Hosting-\$37.59; Vogts Fine Cleaners-Building Repairs-\$3.00; VWR International Inc-Lab Supplies-\$1,266.10; VZWRLSS My Vz Vb-Internet Access-\$526.14; WS Darley & Co-Ladder Belts-\$335.17; Wal-Mart-Office Supplies-\$466.50; Walgreens-Markers-\$9.57; Walmart.Com-Office Supplies-\$29.60; Wendys-Conference-\$4.24; Wheniwork.Com-Schedule Service-\$30.89; Wilkens Industries Inc-Switching Valve-\$743.43; WM Supercenter-Office Supplies-\$796.44; Women-Subscription-\$14.97; WW Grainger-Janitorial Supplies-\$551.36; Yankton Chamber of Com-Chamber

Membership-\$525.00; Yankton Pizza Ranch-Ice Arena New Years-\$103.32; Yankton Trailer LLC-Equipment Maintenance-\$156.75; Yankton Winnelson Co-Water Recirculation Pump-\$1,191.04; Yearli.Com-1095 IRS Filing-\$490.36; 5guys-QSR Training Expense-\$14.06; AFSCME Council 65-Employee Deduction-\$1,358.88; Allington/Christopher-Training-\$150.00; American Family Life Corp-Cancer & ICU Premiums-\$7,234.06; City of Yankton-Library Petty Cash-\$100.00; Connections Inc-EAP Insurance January-\$384.30; Delta Dental-Dental Ins February-\$15,496.00; Dept of Social Services-Employee Deduction-\$1,697.50; Erickson/Joseph-Training-\$500.00; Feimer Construction-Raw Water Main-\$179,111.45; First National Bank-Clean Water #3-\$110,304.80; First National Bank-Drinking Water-\$61,349.87; First National Bank SRF 5-Drinking Water-\$14,665.61; First Natl Bank South Dakota-Employee Deduction-\$2,575.12; Frick/Brian-Reimbursement-\$11.00; Groves/Justin-Payroll Advance-\$180.00; Mejorando Group-Strategic Plan Session-\$15,087.04; Minnesota Life Insurance Co-Life Insurance February-\$733.05; Premier Pyrotechnics-2017 July 4th Fireworks-\$20,000.00; Retirement, SD-SD Retirement Jan-\$79,438.69; Retirement, SD System-401(A) Special Pay-\$934.02; SDSRP Employee Deduction-\$5,120.00; South Dakota Planner's Assn-Membership-\$50.00; Summit Activity Center-Employee Deduction-\$889.55; Sun Life Financial-Vision Ins February-\$913.09; United Way-Employee Deduction-\$102.00; Vast Broadband-Internet Services-\$3,443.32; Wellmark Blue Cross-Health Ins February-\$93,198.33; Yankton Area Prog Growth-Sales Tax Reimb-\$71,826.63.

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

SALARIES JANUARY, 2017:

Administration-\$40,481.99; Finance-\$34,626.52; Community Development-\$25,231.63; Police-\$177,896.21; Fire-\$12,988.40; Engineering-\$42,473.51; Street-\$45,820.56; Snow & Ice-\$1,815.81; Traffic Control-\$4,067.77; Library-\$29,423.99; Parks / Sac-\$65,276.08; Marne Creek-\$4,145.85; Water -\$43,068.69; Wastewater-\$36,993.97; Cemetery-\$4,437.14; Solid Waste-\$21,573.36; Landfill-\$18,799.90; Golf Course-\$30,063.32; Central Garage-\$7,756.28.

PERSONNEL CHANGES & NEW HIRES:

New Hires: Tonya Olson-\$2,279.35 bi-wk.-Library; Clara Whitehead-\$9.50 hr.-Rec. Division.

Wage Change: Kelia Barta-\$9.50 hr.-Golf Division; Ashli Becker-\$9.75 hr.-Rec Division; Brianna Benjamin-\$9.75 hr.-Rec Division; Colby Benson-\$10.00 hr.-Rec Division; Kyle Bergeson-\$9.75 hr.-Rec Division; Collin Bertram-\$9.75 hr.-Rec Division; Brittni Bormann-\$9.90 hr.-Rec Division; Kobe Bowker-\$9.50 hr.-Golf Division; Avery Brockberg-\$10.00 hr.-Rec Division; Lauren Cameron-\$9.85 hr.-Rec Division; Alison Cappy-\$9.50 hr.-Rec Division; Elizabeth Carter-\$11.25 hr.-Rec Division; Jon Cooke-\$9.75 hr.-Golf Division; Julie DeWitt-\$9.85 hr.-Rec Division; Kylee Duncan-\$9.65 hr.-Rec Division; Gerrit Dykstra-\$9.50 hr.-Rec Division; Cameron Emmick-\$9.50 hr.-Golf Division; Tracie Erdmann-\$10.50 hr.-Rec Division; Chase Erickson-\$9.75 hr.-Golf Division; Karie Forman-\$12.25 hr.-Rec Division; Samuel Forrer-\$9.75 hr.-Rec Division; Kaitlyn Frank-\$9.75 hr.-Rec Division; Brianna Geigle-\$10.00 hr.-Rec Division; Danielle Gill-\$11.50 hr.-Rec Division; Danielle Gillis-\$9.90 hr.-Rec Division; Courtney Gould-\$9.65 hr.-Rec Division; Jenna Grossenburg-\$10.00 hr.-Rec Division; Justin Groves-\$9.50 hr.-Rec Division; Jennifer Guthmiller-\$10.00 hr.-Golf Division; Ashtyn Haak-\$10.25 hr.-Rec Division; Lance Haak-\$9.50 hr.-Golf Division; Logan Haak-\$10.25 hr.-Rec Division; Gerry Hastreiter-\$9.75 hr.-Rec Division; Leo Hastreiter-\$9.50 hr.-Rec Division; Katie Hauser-\$10.25 hr.-Rec Division; Nikki Heinz-\$12.25 hr.-Rec Division; Marla Herman-\$11.50 hr.-Rec Division; Gordon Hines-\$2,281.00 bi-wk.-Water; Hordan Houdek-\$10.00 hr.-Rec Division; Rachel Houdek-\$9.65 hr.-Rec Division; Chase Huether-\$9.50 hr.-Golf Division; Phillip Hummel-\$9.50 hr.-Golf Division; Reid Hunhoff-\$10.25 hr.-Rec Division; Arion Huntley-\$9.65 hr.-Rec Division; Maddie Husmann-\$10.25 hr.-Golf Division; Lisa Irwin-\$9.75 hr.-Rec Division; Benjamin Jensen-\$10.00 hr.-Rec Division;

Jessica Jensen-\$11.50 hr.-Rec Division; Keith Jensen-\$9.75 hr.-Golf Division; Mark Jensen-\$10.00 hr.-Golf Division; Alec Johnson-\$9.75 hr.-Golf Division; Madison Johnson-\$9.65 hr.-Rec Division; Makenzie Johnson-\$9.65 hr.-Rec Division; Rebecca Johnson-\$15.00 hr.-Rec Division; Mason Kaitfors-\$9.50 hr.-Rec Division; Kelly Brianna-\$10.25 hr.-Rec Division; Joseph Kelly-\$9.65 hr.-Rec Division; Baylee Kenney-\$9.50 hr.-Golf Division; Susanna Kinsley-\$10.25 hr.-Rec Division; Katrianna Kokesh-\$9.50 hr.-Rec Division; Julie Koller-\$12.25 hr.-Rec Division; Sophie Kouri-\$9.75 hr.-Rec Division; Matthew Kreitzinger-\$9.50 hr.-Golf Division; Annie Kruse-\$10.00 hr.-Rec Division; Joel Kusek-\$9.65 hr.-Rec Division; Emilee LeBarge-\$9.75 hr.-Rec Division; Carie LaBrie-\$12.25 hr.-Rec Division; Barb Law-\$11.75 hr.-Rec Division; Ali Leonard-\$9.75 hr.-Rec Division; Kyra Liebig-\$10.25 hr.-Rec Division; Arlin Likness-\$9.75 hr.-Rec Division; Jase Likness-\$10.00 hr.-Rec Division; Kayla Loecker-\$10.25 hr.-Rec Division; Mary Loecker-\$12.00 hr.-Rec Division; LaVonne Lorenzen-\$12.00 hr.-Rec Division; Erin Luken-\$9.75 hr.-Rec Division; Ashley Mazankowski-\$9.85 hr.-Rec Division; Tony McGlone-\$9.50 hr.-Rec Division; Jason Metz-\$10.00 hr.-Golf Division; Abigail Mitchell-\$10.00 hr.-Rec Division; Daniel Mitchell-\$9.75 hr.-Rec Division; Ryan Moderegger-\$9.75 hr.-Rec Division; Alexander Mogensen-\$9.50 hr.-Rec Division; Savannah Murray-\$9.75 hr.-Rec Division; Robert Noble-\$10.00 hr.-Rec Division; Tanner Noble-\$9.50 hr.-Rec Division; Quinn Paulsen-\$9.50 hr.-Golf Division; Andrew Peitz-\$9.85 hr.-Rec Division; Sharlolette Peterson-\$12.25 hr.-Rec Division; Tracy Raab-\$11.75 hr.-Rec Division; Roy Reichle-\$12.25 hr.-Rec Division; Melinda Reichert-\$12.00 hr.-Rec Division; Rachel Reiff-\$10.00 hr.-Rec Division; Hunter Rockne-\$9.50 hr.-Rec Division; Lucas Rockne-\$10.00 hr.-Rec Division; Sarah Rockne-\$10.00 hr.-Rec Division; Vanessa Rockne-\$10.50 hr.-Rec Division; Katie Rodig-\$9.75 hr.-Golf Division; Kylie Rodig-\$9.75 hr.-Golf Division; Morgan Rodig-\$9.50 hr.-Golf Division; Jacob Rodriguez-\$9.75 hr.-Golf Division; Case Roth-\$9.75 hr.-Rec Division; Kylie Roth-\$9.50 hr.-Rec Division; Tristan Roy-\$10.10 hr.-Rec Division; Meghan Schenk-\$10.00 hr.-Rec Division; Patty Schieffer-\$11.25 hr.-Rec Division; Katie Schmidt-\$11.75 hr.-Rec Division; Candice Schultheis-\$11.50 hr.-Rec Division; Brett Sime-\$14.25 hr.-Golf Division; Saladin Smith-\$10.00 hr.-Rec Division; Allison Spak-\$12.25 hr.-Rec Division; Kelli Steffen-\$9.65 hr.-Rec Division; Twila Stibral-\$12.00 hr.-Rec Division; Kelsey Sutera-\$10.25 hr.-Rec Division; Heather Thomas-\$12.00 hr.-Rec Division; Amber Thompson-\$9.85 hr.-Rec Division; Jenna Trail-\$10.00 hr.-Rec Division; Denise Tramp-\$12.00 hr.-Rec Division; Logan Ulmer-\$10.50 hr.-Rec Division; Larry Wagner-\$9.75 hr.-Rec Division; Logan Wagner-\$9.75 hr.-Golf Division; Timothy Waiter-\$9.50 hr.-Golf Division; Maggie Wallis-\$10.25 hr.-Rec Division; Kelsey Westerman-\$9.50 hr.-Rec Division; Blake Wieseler-\$9.75 hr.-Rec Division.

City Finance Officer Viereck reviewed the written report submitted by City Manager Nelson giving an update on community projects and items of interest.

Molly Grey of “The Sandbox” gave a brief talk about her new business and partnership with the City.

Action 17-26

Moved by Commissioner Johnson, seconded by Commissioner Ferdig, that the following items on the consent agenda be approved.

1. Establishing public hearing for sale of alcoholic beverages
Establish February 27, 2017, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for three days, August 18-20, 2017, from Yankton Area Riverboat Days, Inc. (Milissia Wuebben, Treasurer), Riverside Park, Yankton, South Dakota.
2. Establishing public hearing for sale of alcoholic beverages

Establish February 27, 2017, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for three days, August 18-20, 2017, from Yankton Area Riverboat Days, Inc. (Milissia Wuebben, Treasurer), City Hall Auditorium, Yankton, South Dakota.

3. Establishing public hearing for sale of alcoholic beverages
Establish February 27, 2017, as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for one day, March 25, 2017, from Dayhuff Enterprises, Inc. d/b/a O'Malley's Bar (Jeff Dayhuff, President), Lewis & Clark Theatre Company, 328 Walnut Street, Yankton, South Dakota.
4. Transient Merchant License and Special Events Dance License
Consideration of Memorandum #17-31 recommending approval of the applications from the Convention and Visitors Bureau for:
 - A) Transient Merchant License for February 18, 2017;
 - B) Special Events Dance License for February 18, 2017
5. Establishing public hearing for sale of alcoholic beverages
Establish February 27, 2017, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, July 2, 2017, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.
6. Establishing public hearing for sale of malt beverage
Establish February 27, 2017, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License for one day, March 17, 2017, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 17-27

This was the time and place for the public hearing on the application for a Special Events (on-sale) Liquor License for one day, February 18, 2017, from Drotzmann & Portillo, LLC (Steve Drotzmann, Partner), dba Rounding 3rd Bar and Casino, NFAA, 800 Archery Lane, Yankton, South Dakota. No one was present to speak for or against approval of the license. (Memorandum 17-20) Moved by Commissioner Knoff, seconded by Commissioner Carda, to approve the license application.

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 17-28

This was the time and place for the public hearing on the application for the transfer of ownership and location of a Package (off-sale) Liquor License for January 1, 2017, to December 31, 2017, from Pure Ice Partners, LLC dba Pure Ice Company (Carla Anderson, Partner), 101 Capital Street, to The Fox Stop, Inc. dba The Fox Stop, Inc. (James Grotenhuis, President), 1316 W. 30th Street, Yankton, South Dakota. No one was present to speak for or against approval of the license. (Memorandum 17-21) Moved by Commissioner Johnson, seconded by Commissioner Hoffner, to approve the license application.

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 17-29

This was the time and place for the public hearing on the application for a Special Events Malt

Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, March 4, 2017, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota. No one was present to speak for or against approval of the license. (Memorandum 17-22) Moved by Commissioner Carda, seconded by Commissioner Sommer, to approve the license application.

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

Action 17-30

This was the time and place for the second reading and public hearing for Ordinance No. 993, AN ORDINANCE AMENDING ORDINANCE NO. 989, THE 2017 ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF YANKTON, S.D. No one was present to speak for or against adoption of the Ordinance. Moved by Commissioner Knoff, seconded by Commissioner Hoffner, to adopt Ordinance No. 993.

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

Action 17-31

This was the time and place to award the bid for a 2011 or newer Model 52,000 GVW Class 8 6x4 Truck for the Public Works Department, City of Yankton/Solid Waste Department. (Memorandum 17-25) The following bids were received and opened on February 3, 2017: Truck-Trailer Sales & Service, Inc., Yankton, South Dakota-\$48,900.00; Boyer Trucks, Sioux Falls, South Dakota-\$102,560.00. Moved by Commissioner Johnson, seconded by Commissioner Sommer, to award the bid to the low bidder, Truck-Trailer Sales & Service, Yankton, South Dakota, in the amount of \$48,900.00, subject to a mechanical inspection of the vehicle.

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

Action 17-32

This was the time and place to award the bid Award for a New 2017 Model 56,000 GVW 6x4 Class Truck for the Public Works Department. (Memorandum 17-26) The following bids were received and opened on February 2, 2017: Boyer Truck, Sioux Falls, South Dakota-\$87,880.00; I-State Truck Center, Sioux City, Iowa-\$88,095.00; North Central International of Sioux Falls, Inc., Sioux Falls, South Dakota-\$88,989.000; Peterbuilt Trucks, Norfolk, Nebraska-\$100,119.00. Moved by Commissioner Sommer, seconded by Commissioner Ferdig, to award the bid to the low bidder Boyer Truck, Sioux Falls, South Dakota in the amount of \$87,880.00.

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

Action 17-33

Moved by Commissioner Knoff, seconded by Commissioner Sommer, to approve the purchase of a 2017 Volvo L60H loader for the Department of Public Works in the amount of \$149,656.00 from Sheehan Mack Sales and Equipment Company, Sioux Falls, South Dakota, under the Minnesota State Bid price. (Memorandum 17-23)

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

Action 17-34

This was the time and place to award the bid for Crushing of Salvaged Concrete and Asphalt in 2017. (Memorandum 17-24) The following bids were received and opened on February 2, 2017: Slowey Construction, Inc., Yankton, South Dakota-\$3.89 per ton; PBI Underground Construction Marcus, Iowa-\$3.939 per ton; Intex Corp., Rogers, Minnesota-\$4.07 per ton; Bowes Construction, Inc., Brookings, South Dakota-\$5.00 per ton. Moved by Commissioner Knoff, seconded by Commissioner Sommer, to award the bid to the low bidder Slowey Construction of Yankton, South Dakota, at a unit price of \$3.89 per ton.

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

Action 17-35

Moved by Commissioner Sommer, seconded by Commissioner Hoffner, to adopt Resolution 17-06, and to authorize City Manager Nelson to sign all related documents for funding and implementation of the single stream recycling program. (Memorandum 17-27)

RESOLUTION 17-06

RESOLUTION GIVING APPROVAL TO CERTAIN SOLID WASTE IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the "Act") as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and

WHEREAS, a municipality is authorized to borrow money and issue its revenue bonds under South Dakota Codified Laws, Chapters 9-40 (the Act) and 6-8B in order to defray the cost of funding improvements, extensions and additions to its solid waste system and is authorized to issue its obligations in order to defray the cost thereof, and to make all pledges, covenants and agreements authorized by law for the protection of the holders of the obligations; and

WHEREAS, the City of Yankton, South Dakota (the City), has determined that the conversion to a commingled curb side recycling program as well as semi-automated solid waste collection is necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its solid waste system; and

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its solid waste facilities for the purpose collecting and disposing of solid waste from domestic, municipal, and industrial purposes (the "System") and has applied for a Loan to finance the improvements.

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. Declaration of Necessity and Determination of Facilities Financed. The City desires and hereby determines it is necessary to improve its solid waste facilities within its System, as described in Exhibit A hereto (the "Project"). The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants, and will make the City unable to comply with state and federal law. The City hereby determines that the Project will substantially benefit the entire System and all of its inhabitants within the meaning of SDCL 9-40-15 and SDCL 9-40-17. Therefore the City hereby determines that for the purposes of the Act, including, in particular, SDCL 9-40-17, the net income or revenues of the entire System, as extended, added to, or improved by the Project shall be deemed to be the net income or revenues available to be pledged to the payment of the bonds issued hereunder.

2. Approval of Loan. The City hereby determines to finance up to \$574,500 of the costs of the Project through the issuance of utility revenue bonds (the "Revenue Bond").

3. Approval of Loan Agreement. The execution and delivery of the Solid Waste Management Program Loan Agreement (the "Loan Agreement") between the City as Borrower and the South Dakota Board of Water and Natural Resources (the "Board"), is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

4. Approval of Revenue Bonds. The issuance of the Revenue Bond in aggregate principal amount not to exceed \$574,500 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the Board, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in SDCL 9-40-19.

5. Paying Agent/Registrar. The Revenue Bond shall be payable at the office of the Board of Water and Natural Resources. The Finance Officer is hereby designated as paying agent and registrar.

6. System Fund Accounts. For the purpose of application and proper allocation of the income of the System and to secure the payment of principal of and interest on the Revenue Bond, the following mandatory segregation accounts shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

(a) Revenue Account. There shall be deposited in the Revenue Account as received the entire gross revenues derived from the operation of the System collected pursuant to the

ordinances or regulations of the City Council (the "Rate Ordinance") including future improvements, enlargements, extensions and repairs thereto (the "Gross Revenues"). Moneys from the System Revenue Account shall be transferred periodically into separate accounts as provided below.

(b) Operation and Maintenance Account. There shall be established the General Operation and Maintenance Account. Out of the remaining revenues of the System Revenue Account after application described in (c) and (d) below, there shall be set aside each month into the General Operation and Maintenance Account, a sum sufficient to provide for the payment of the next month's current expenses of administration and operation of the remainder of the System and such current expenses for the maintenance thereof as may be necessary to preserve the remainder of such System in good repair and working order. The term current expenses shall be construed to include all reasonable and necessary costs of operating, repairing, maintaining and insuring the System, including without limitation salaries, supplies and rent, but shall exclude General Depreciation Account and System Debt Service Account.

(c) System Debt Service Account. Out of the revenues in the System Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated System Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal and interest on, the Revenue Bond and any reserve determined by the City Council to be necessary. The amount set aside monthly shall be not less than one-sixth of the total principal, interest, and other amounts payable on the following June 1 or December 1, and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

(d) Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the System Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the City Council to be a proper and adequate amount for repair and depreciation of the System.

(e) Surplus Account. There shall be established the General Surplus Account. Revenues remaining in the System Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be credited to the General Surplus Account. If at any time there shall exist any default in making any periodic transfer to the System Debt Service Account, the City Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the General Surplus Account. If any such default shall exist as to more than one account at any time, then such transfer shall be made in the order such accounts are listed above.

When not required to restore a current deficiency in the System Debt Service Account, moneys in the General Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- i. To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- ii. To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the System Debt Service Account and the Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:

- iii. To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- iv. To be used for any other authorized municipal purpose designated by the City Council.

No moneys shall at any time be transferred from the General Surplus Account or any other account to any other account of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as allowed by this Section.

7. Pledge of Revenues. The Revenue Bond, together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the System Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of and interest on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the System or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the System, and depreciation, and the Rate Ordinance shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 8 or any other covenant or agreement in the Loan Agreement.

8. Additional Bonds. As permitted by SDCL 9-40-8 and SDCL 9-40-9, additional Bonds payable from revenues and income of the System may be issued, as permitted in the Loan Agreement and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

9. General Covenants.

- (a) The City hereby covenants and agrees with the Board and other owners of the Revenue Bond that it will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.
- (b) The City agrees and covenants that it will promptly construct the improvements included in the Project.
- (c) The City covenants and agrees that pursuant to SDCL 9-40-28 and SDCL 9-40-29, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the System and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in

competition therewith, or permit any person, firm or corporation to compete with it in the collection and treatment of wastewater for municipal, industrial, and domestic purposes within the City.

(d) The City covenants and agrees with the Board and other owners of the Revenue Bond that it will maintain the Project and the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to SDCL 9-40-19.

(e) The Finance Officer shall cause all moneys pertaining to the Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Revenue Bond and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Account may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

(f) In the event of mismanagement of the System, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project or System are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to SDCL 9-40-33, and agrees that the receiver will have the powers set forth therein, and in SDCL 9-40-34 and SDCL 9-40-35 to operate and administer the System, and charge and collect rates as described therein.

10. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

11. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

12. Definitions. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

13. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Roll Call: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Action 17-36

Moved by Commissioner Johnson, seconded by Commissioner Hoffner, to approve the purchase of a 2017 Volvo L90H Wheel Loader from Sheehan Mack Sales and Equipment, Sioux Falls, South Dakota, in the amount of \$164,899.00 for the Chan Gurney Municipal Airport, under a governmental agency bid price. (Memorandum 17-19)

Roll Call: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Action 17-37

Moved by Commissioner Sommer, seconded by Commissioner Carda, to appoint Commissioner Johnson to serve as Ex-Officio Non-voting Member on the Yankton Transit Board. (Memorandum 17-28)

Roll Call: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Action 17-38

Moved by Commissioner Knoff, seconded by Commissioner Hoffner, to adopt Resolution 17-07. (Memorandum 17-32)

RESOLUTION 17-07

Permissive Use of Right-of-Way

WHEREAS, Mr. Curt Bernard, Owner of Bernard Properties, LLC, owns property adjacent to the 2nd Street Right of Way and the Walnut Street Right of Way, located at 200-204 Walnut Street, Legal: Lots 8 & 9, Block 11, Todd’s Subdivision, City of Yankton, South Dakota and,

WHEREAS, Bernard Properties, LLC, has requested permission to occupy the public Right-of-Way for the purpose of constructing an accessibility ramp, stairs, landing and window well as described by the attached drawing, (Exhibit-A) and,

WHEREAS, the applicant understands that the described accessibility ramp, stairs landing, and window well will occupy the Right-of-Way at the applicant’s risk and the City or other approved occupants of the Right-of-Way are not responsible for maintenance, adjustments or repairs resulting from use of the Right-of-Way and,

WHEREAS, the owner, their heirs, assignees or successors shall not modify said ramp, stairs, landing and window well in any manner without first having the written approval of the Yankton City Commission and,

WHEREAS, The City reserves the right, for any reason, with a thirty (30) day notice, to terminate the Permissive Use of Right-of-Way. Upon the notice of termination and within sixty (60) days, the Owners, at their cost, shall remove the ramp, stairs, landing and area wall and other improvements as identified by the City's notice of termination.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the permissive use of Right-of-Way at the described location in the manner shown on "Exhibit A" to this resolution.

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

Action 17-39

Moved by Commissioner Carda, seconded by Commissioner Hoffner, to adjourn into Executive Session at 7:29 p.m. to discuss pending litigation matters under SDCL 1-25-2.

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

Regular meeting of the Board of City Commissioners of the City of Yankton was reconvened by Mayor Gross.

Roll Call: Present: Commissioners Carda, Ferdig, Hoffner, Johnson, Knoff, Maibaum, Miner, and Sommer. City Attorney Den Herder was also present. Absent: City Manager Nelson. Quorum present.

Action 17-40

Moved by Commissioner Carda, seconded by Commissioner Miner, to adjourn at 7:46 p.m.

Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

C.N. Gross
Mayor

ATTEST:

Al Viereck
Finance Officer



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 52, NUMBER 4

Commission Information Memorandum

The Yankton City Commission meeting on Monday, February 27, 2017, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Library Update

Enclosed in your packet is an update on the various activities in the Library.

2) Community Development Update

All four grant recipients of 2016 Downtown Façade Grant have completed work and requested reimbursement. With grant and private funds combined, approximately \$38,000 of façade improvements were made in the downtown area as a direct result of the program in its first year. Although the budget for the program is modest, we are very pleased with the results. The projects most likely would not have occurred, or possibly would have been delayed without the program serving as a catalyst for action. Included are before and after images of the four funded projects. Applications for the 2017 round of funding are available at cityofyankton.org and the first deadline for applications is March 1st. Staff has already received a number of contacts from downtown property owners interested in the program for 2017 projects.

3) Human Resources Update

We had a new Communications Dispatcher start employment. Amelia Goetz started working on February 20. We still have one open Dispatcher position to fill.

Because of the resignation of Tracey Grotenhuis, effective February 20, we are advertising internally for the position of Recreation Manager. Deadline for internal applications is February 21.

We have a retirement coming up in March. Doug Jensen, Sr. Equipment Operator at Fox Run Golf Course, will be retiring on March 17. Doug has been with us since May 1, 1986. We are doing internal advertising for a Golf Course Assistant Grounds Maintenance position with internal applications closing on February 24.

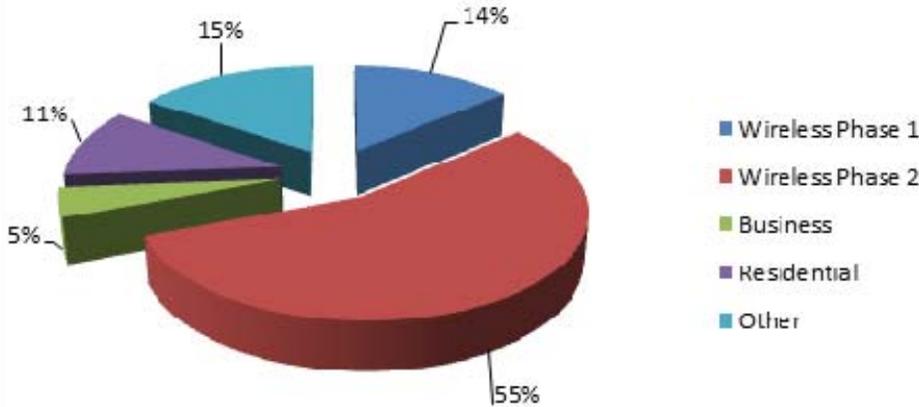
4) Parks and Recreation Department Update

Enclosed in your packet is an update on the various activities in the Parks and Recreation Department.

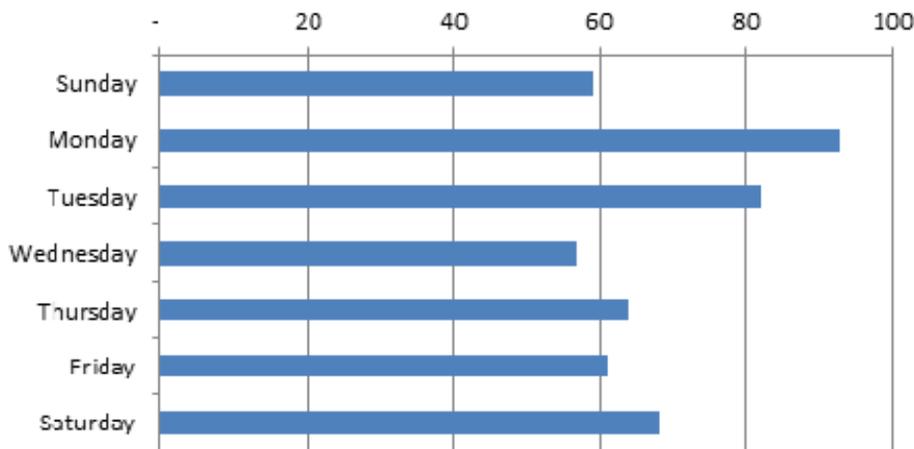
5) Information Services Update

The recent hire leaves one opening yet to be filled in dispatch. 911 call volumes for January are shown in the charts and graphs below.

911 Calls by Type - 01/01 - 01/31



911 Calls by Day of the Week



6) Finance Update

The deadline for filing nominating petitions for the city commission vacancies was Friday, February 24 at 5:00 p.m. Individuals who have filed petitions and are candidates for the city commission as of Friday, February 17 are Jake Hoffner, Stephanie Moser, Tara J. Gill, Craig Sommer and Chris Ferdig. The municipal election will be held Tuesday, April 11, 2017.

Please see the enclosed Monthly Finance Report for January.

7) Fire Department Update

The Executive Committee of the Yankton Fire Department is beginning the process of updating the Departmental Strategic Plan. The Committee will meet monthly until the plan is in place. The last Fire Department Strategic Plan is dated in 2011.

We continue to await word from the Insurance Services Office on our updated ISO rating. We will pass the information on as soon as we hear.

Recruitment news articles and advertisements will be coming out in the various news media very soon. The Department is looking to add 4 to 5 new volunteer firefighters to their ranks.

8) Police Department Update

Yankton Police are monitoring a statewide survey regarding State Radio and the requested funding in the legislature. Other agencies are having the same issues that Yankton recognized a number of years ago. The reports coming out from other agencies supports our decision to remain on our own system.

The bank robbery suspect was arrested last week. We are also looking at some unrelated charges to the robbery. YPD spent approximately \$3,500 in overtime on the night of the robbery. We will be submitting a letter seeking restitution to the US Attorney's Office to recoup those costs.

We are in week 3 of our Citizens Academy. This past Tuesday topics covered; Dispatch Center, tour of YPD and Patrol Procedures. Week 4 is dedicated to the Sheriff's Office and includes a jail tour.

9) Public Works Department Update

Included in this packet is a recommendation for the 25th Street project award and a sample advertisement for the Maple Street reconstruction from 4th Street to 6th Street.

The bid opening for the West City Limits Road reconstruction project is scheduled for March 16th. With any luck, we will see the same competitive bidding that we witnessed with the 25th Street bidding.

Since the Meridian Bridge is no longer included in the State's list of bridges to be inspected every two years, discussions within the engineering department have included hiring a consulting engineer, to perform an inspection and provide a report as to the maintenance needs. Although this is not required, staff proposes that this be done not only now but also budgeted in future years to ensure the safety to those individuals that utilize the structure. The State currently inspects their pedestrian bridges every five years and the City will do the same with the Meridian Bridge.

As the temperatures fluctuate, the street department personnel continue to address street breakup and potholes throughout the City's street system.

Bid advertisements for the Annual Supply of Bituminous Mix and for the Annual Supply of Liquid Asphalt are enclosed with this packet.

Enclosed in your packet is a memorandum which provides an update on various changes taking place at the Transfer Station.

10) Environmental Services Update

Water department staff will be touring the Clay Rural Water Wynstone Water Treatment Plant near Jefferson, SD. Harn RO systems will be conducting onsite training for the Reverse Osmosis membranes. The system will conducting the first major chemical cleaning of the membranes. Harn RO systems is also the manufacture of the membranes that will be used in the new treatment plant. Staff attending will receive continuing education credits needed to maintain certification.

Collection staff has been taking advantage of the nice weather to clean and televise sewer. Staff has been trying to clean and televise the sewer along 8th street from Broadway to Summit. Staff has been unable to clean or televise the line fully. This is most likely due to a combination of roots and failures in the pipe. Some sewer line replacement will be needed during the 2018 8th street project.

The walls of the new lift station are complete. The roof is expected to be completed within the next two weeks. Gridor Construction is estimating a completion date in April.

11) Monthly reports

Joint Powers Solid Waste monthly reports are included for your review. Minutes from the Golf Advisory Board, Airport Advisory Board and Planning Commission are also included for your review.

Have an enjoyable weekend and do not hesitate to contact us if you have any questions about these or other issues. If you will not be able to attend the Commission meeting on Monday, please inform my office.

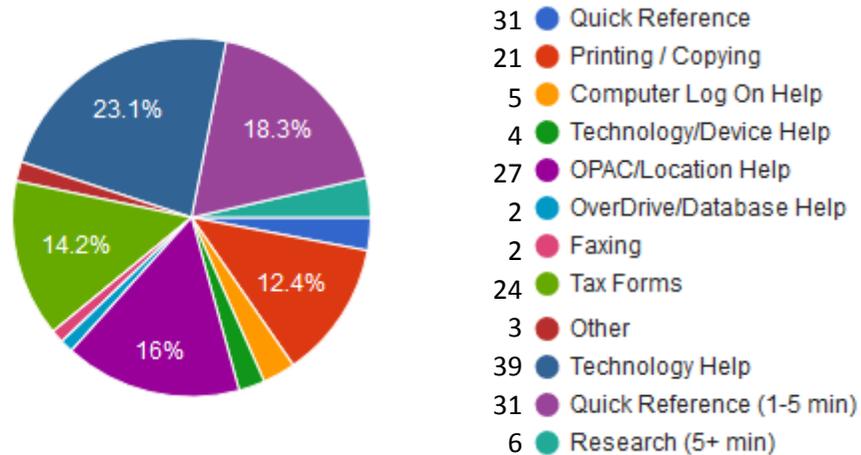
Sincerely,

Amy Nelson
City Manager

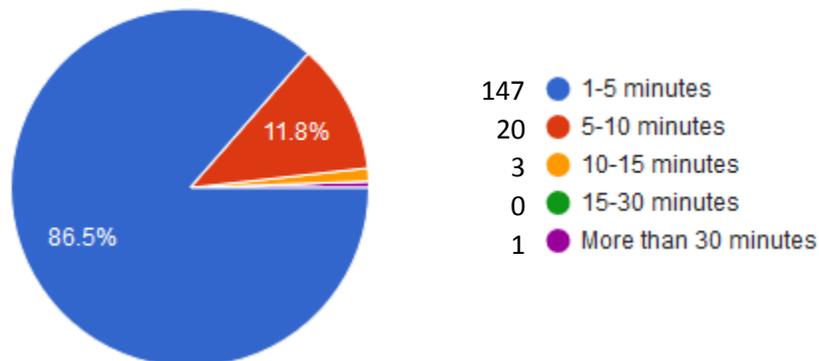
Yankton Community Library

On February 13, we began collecting Desk Statistics to better analyze high traffic times & types of questions that are asked that are currently not captured in statistics. Things such as checking items in/out, distributing guest passes, proctoring tests, notarizing documents, etc. are not included in the below statistics. In the last 7 days, we have recorded 169 transactions. As we've updated the categories in the roll-out, the numbers are a little off. We will reset at the beginning of each month. The summary of these stats are below:

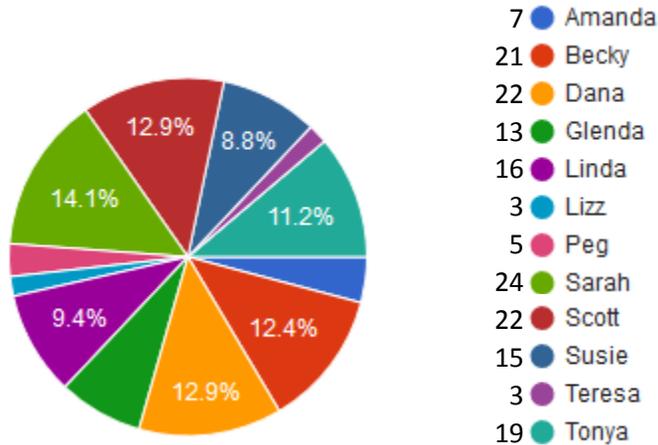
Question Type (169 responses)



Time Spent (170 responses)



Staff Name (170 responses)



March Events

Of note in March, our Friends of the Library group is hosting a local authors event from 2-4 pm in the Library meeting room. This will be a chance to mingle with local authors and also to join or renew Friends of the Library memberships. All are welcome. Light refreshments will be served.

Yankton Community Library • March 2017

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--|---|---|--|--|--------------------|--|
| Food for Fines March 1-10 Macaroni and Cheese | | | 1 Story Time & sensory play, 10:15a | 2 Story Time & sensory play, 10:15a Craft Day, 3:45 pm | 3 Wii, 3:30 pm | 4 Friends Book Sale 9:30 - 12 pm |
| 5 | 6 Story Time 6:30 pm TAB, 7 pm | 7 Toddler Time 10:15 am/5:30 pm | 8 Story Time & sensory play, 10:15a Library Board Meeting, 5:30 pm | 9 Story Time & sensory play, 10:15a LEGO Club, 3:45 pm | 10 Wii, 3:30 pm | 11 |
| 12 Friends of the Library Author Event | 13 Story Time 6:30 pm | 14 Toddler Time 10:15 am/5:30 pm Readers Anon., 1p Seed Library Class 1/6:30 pm | 15 Story Time & sensory play, 10:15a | 16 Story Time & sensory play, 10:15a Science Club, 3:45p | 17 Wii, 3:30 pm | 18 Teen Tech Tutors, 1-3pm Teen Event, 2-4 pm Oscars Weekend Part Two! |
| 19 Oscars Weekend Part Two! | 20 Story Time 6:30 pm | 21 Toddler Time 10:15 am/5:30 pm Unplug, Unwind, Craft, 6 pm | 22 Story Time & sensory play, 10:15a | 23 Story Time & sensory play, 10:15a Moana 3:45 pm | 24 Wii, 3:30 pm | 25 |
| 26 | 27 Story Time 6:30 pm | 28 Toddler Time 10:15 am/5:30 pm Between the Lines, 5:30 pm | Yankton Community Library—515 Walnut Street 605-668-5275 — http://library.cityofyankton.org — library@cityofyankton.org Hours: Monday-Thursday, 9a-8p; Friday-Saturday, 9a-5p; Sunday, 1p-5p Find us on Facebook, Pinterest, & Twitter! | | | |

Before



After



Before



After



Before



After



Before



After



2016 Code Enforcement Summary

Sidewalk Snow-A public notice to clear public sidewalks following a snow event is published annually in November. Unless the sidewalk poses a serious barrier to travel, on the first instance of the failure to clear the sidewalk after a snowfall, the property owner receives written notice of the violation and 2 days to complete the snow removal. A total of 52 sidewalk snow actions were taken, 52 properties were cleared by property owners and no properties required action by the City in 2016. We believe our education efforts, including public service announcements in local print and radio, radio news interviews, and social media and consistent enforcement efforts, have been effective in increasing voluntary compliance. Total sidewalk actions held relatively steady with an increase in owners clearing their own sidewalks after receiving notice. Staff has also noticed a decrease in overall contacts from community members reporting sidewalk snow removal issues.

Nuisance Vegetation-Summer 2016 was an average to dry year, resulting in a slight decrease in overall numbers of nuisance vegetation cases. First contact with properties in violation of the vegetation ordinance is a written notice of violation giving five days to abate the nuisance. Staff may also post signage on the property in addition to the written notice. Cutting of vegetation was contracted 20 times and the cost of abatement invoiced to the property owner. A total of 3 properties did not pay the invoice were assessed. Efforts to increase public education included public service announcements and social media.

Street Trees-Staff completed annual 2015-2016 tree trimming project in early 2016. A final postcard was sent out, and remaining non-complying trees were contracted to be trimmed. Postcards were mailed to 4771 addresses in the city in October 2016 encouraging property owners to trim trees and take advantage of free street tree branch drop-off at the transfer station. Local print, radio, and social media was also utilized to spread the message about trimming and drop-off. A city-wide canvas was completed in November for 2016-2017 tree trimming cycle and 295 notices were mailed to property owners. A final notice has been sent to 128 properties notifying them that the City will be contracting for the trimming of any remaining nuisance tree branches in February/March 2017 or as weather permits.

Abandoned Vehicles- Efforts continue to canvas the community for abandoned and dangerous vehicles and take proactive efforts to bring those vehicles into compliance. A total of 23 vehicle related actions were taken. A single action may sometimes involve multiple vehicles. A citywide abandoned vehicle canvas is planned for Spring 2017.

Junk and Yard Waste- In addition to normal abatement efforts, staff canvases the community prior to cleanup week, and place door hangers when possible. Properties with debris remaining after clean up week are sent notices and abated. A total of 72 actions were taken in 2016.

Signage-Education and outreach continued in 2016, the cumulative effect of the past several years of education efforts has reduced the number of sign violations again this year. A total of 88 actions were taken.

Abandoned Dangerous Buildings-Efforts continue to abate abandoned and dangerous buildings. Staff has experienced success this year in volunteer abatements including demolition and property repair. Repairs were undertaken by property owners as a result of an order being issued to repair or demolish.

Education-Staff education efforts surrounding sign placement, noxious vegetation, snow removal, and abandoned vehicles have included public service announcements in local print and radio media, use of the PEG channel, as well as interviews with local media outlets. Staff has presented to community organizations and service clubs. Social media has also played a more prominent role in encouraging folks to keep nuisance vegetation under control and clear sidewalk of snow and ice.

Summary-There were a total 381 new actions in 2016 (not including annual street tree canvas). Below is a general summary of actions. In many cases a complaint may involve multiple violations, in the list below each action represent a unique case, when multiple violations are noted the action was categorized once by the most serious violation observed.

- Snow removal from sidewalks: 52 actions. 52 abated by owner after contact.
- Noxious vegetation actions: 165 actions. 145 abated by owner. Mowing on 20 properties contracted by the city.
- Abandoned/dangerous buildings: 5 actions. 3 properties abated by owner either by repair or demolition. 2 actions pending.
- Abandoned/inoperable vehicle: 23 actions. 21 vehicles abated or actions closed. 2 pending
- Junk and yard waste: 73 actions. 60 abated. 13 pending.
- Signage (right-of-way and other): 88 actions. 88 abated.
- Other (miscellaneous vegetation, right of way, storm water, trees, fences, zoning, etc...) 20 actions. 18 abated/closed. 2 actions pending.
- Tree trimming (2015-2016): 144 properties out of compliance after the initial inspection, 76 property owners voluntarily trimmed trees. A second notice was sent in early 2016 resulting in 44 more properties voluntarily complying. City contracted for trimming at 19 properties. The 2016-2017 canvas indicated 295 properties with trees in need of trimming.

| Nuisance Type | 2012 | 2013 | 2014 | 2015 | 2016 |
|-------------------------------|------------|------------|------------|------------|------------|
| Sidewalk Snow | 47 | 52 | 88 | 58 | 51 |
| Vegetation | 183 | 215 | 157 | 165 | 123 |
| Abandoned/Dangerous Buildings | 18 | 18 | 9 | 16 | 5 |
| Vehicles | 57 | 65 | 31 | 40 | 23 |
| Junk & Yard Waste | 48 | 98 | 103 | 63 | 72 |
| Signage | 161 | 242 | 268 | 127 | 88 |
| Other | 62 | 11 | 23 | 24 | 19 |
| Total | 576 | 701 | 679 | 493 | 381 |

Publishing Dates: T.B.D., 2017

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Yankton, South Dakota, will receive bids for the **Maple Street & Watermain Reconstruct from 4th Street to 6th Street.**

The project includes the following major construction items:

| | | |
|-------------------------------|------|----|
| Removal of Concrete Pavement | 3211 | SY |
| 6" PCC Pavement | 2590 | SY |
| Concrete Curb and Gutter | 1700 | LF |
| 6" PVC Watermain C-900 | 900 | LF |
| Aggregate Base Course | 3321 | SY |
| And Other Miscellaneous Items | | |

Owner reserves the right to make the award based on the lowest responsive bid.

Sealed bids will be received for the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 PM or may be hand delivered to the place of opening at 3:00 PM on the T.B.D., at which time they will be publicly opened and read in the second floor Meeting Room A, of City Hall, located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on the T.B.D., after 7:00 PM, in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Drawings, Specifications and Contract Documents may be obtained at the City Engineer's Office, 416 Walnut Street, Yankton, SD, 57078, or by going to: <http://www.cityofyankton.org/how-do-i/list-detail-pages/rfp-posts-list-copy>. With any questions please call 605-668-5251.

The Bidder to whom the contract is awarded will be required to furnish a construction performance bond and a construction payment bond to the OWNER in the amount of one hundred percent (100%) of the contract award for each bond, in conformance with the requirements of the Contract Documents. The construction performance bond and construction payment bond shall remain in full force until the completion of the Contract as specified in the General Conditions.

Each Bid must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Yankton.

The bid guarantee will be retained by the OWNER as liquidated damages if the successful bidder refuses or fails to enter into an Agreement within ten (10) days after Notice of Award or fails at time of executing the contract to furnish a construction performance bond and construction payment bond guaranteeing the faithful performance of the work.

Bids may not be withdrawn after the time fixed for opening them. The OWNER reserves the right to reject any and all bids, and to waive any irregularities therein.

Adam Haberman
City of Yankton, South Dakota

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

1st - half of February information:

| | |
|----------------------------|------------------|
| Fitness Classes- | |
| Early Bird Boot Camp class | 31 participants |
| Power Abs | 76 participants |
| Prime Time Senior class | 26 participants |
| Tabata class | 101 participants |
| TNT class | 79 participants |
| Water aerobics | 163 participants |
| Work-Out Express class | 55 participants |
| Yoga classes | 133 participants |
| Zumba class | 36 participants |

Rentals-

| | |
|-----------------------------|------------|
| o Birthday rentals- | 9 parties |
| o SAC courts- | 12 hours |
| o Theater- | 4 hours |
| o Meeting rooms- | 2 hours |
| o City Hall courts- | 35.5 hours |
| o Capital Building- | 3 dates |
| o Riverside shelters- | 0 rentals |
| o Memorial shelters- | 0 rentals |
| o Westside shelter- | 0 rentals |
| o Rotary outdoor classroom- | 0 rentals |
| o Sertoma shelter- | 0 rentals |
| o Tripp shelter- | 0 rentals |
| o Meridian Bridge | 0 rental |

| | |
|------------------|--------------|
| SAC members- | 2,168 people |
| SAC memberships- | 892 |
| SAC attendance- | 3,344 visits |
| New members- | 26 people |

NEW in 2017. The entire month of February is advertised as Get Up and Play Month at the SAC. This month includes \$1 daily passes, 10% of quarterly memberships, 15% off of annual memberships, and the Summer Season Pool Pass on-sale for 50% off. During the week, the daily passes have been very popular to allow people to attend the facilities fitness classes.

Friday, February 5- Information was due from outside agencies for the summer recreation brochure.

Todd and the Recreation Staff hosted the SE Regional South Dakota Special Olympics Basketball Tournament at the SAC on Saturday, February 18, 2017. Approximately 600 athletes, coaches, and chaperones participated in the event.

Brittany LaCroix is involved with the kids' inflatables for the Ribfest event for 2017.

Todd and Brittany LaCroix have been attending the Fireball Run organizational meetings.

Todd and Brittany LaCroix are working on the fireworks order for July 4, 2017.

Brittany LaCroix has been meeting with Mollie Grey, part-time downtown coordinator, in regards to Downtown Events and one idea being discussed is an event titled "3rd on 3rd" for July 3.

PARKS

Brittany LaCroix has launched a social media “photo” campaign for the Facebook pages.

“Love is in the air this Valentine's Day and we want to share the ❤️ with all of Yankton! Please help us show Yankton some love by taking a photo with this giant heart located next to the Meridian Bridge or by taking a smaller heart (located in the mailbox) to your favorite spot in Yankton. Return the heart to the mailbox or pass it on to a friend. Share your story to social media of why you LOVE Yankton using [#iloveyankton](#).” This is a month-long promotion.

Parks staff are trimming trees in parks and green spaces maintained by the City. The Street Department helps in this effort with large limbs and also helps with removing trees from the City's ROW.

The Parks Department is maintaining City owned sidewalks when it comes to snow and ice removal.

The Parks Department have been trying to maintain the outdoor ice for ice skating this winter but the warm weather days has made it difficult. At this point, the staff will not try to make ice again this winter.

FOX RUN GOLF COURSE

The golf course and driving range were opened up for play on Saturday, February 18. No carts on the golf course as it is too wet for carts but walkers were allowed to golf.

The Fox Run Pro-Am Tournament has moved to earlier in the summer starting in 2017: June 30, July 1st, July 2nd. Rockie Wampol and the maintenance staff are on board with the move as well as the Gross brothers who hold the White Whale Tournament around that date. The White Whale will now be the 8th of July in 2017.

The simulator is up at the Fox Run Clubhouse. Winter simulator leagues and open golf on the simulator are offered at the clubhouse during the winter months.

FINANCE MONTHLY REPORT

| Activity | JAN 2017 | JAN 2016 | JAN 2017 YTD | JAN 2016 YTD |
|------------------------------------|---------------------|---------------------|---------------------|---------------------|
| UTILITY BILLING: | | | | |
| Water | | | | |
| Water Sold (in gallons per 1,000) | 44,707 | 38,997 | 44,707 | 38,997 |
| Water Billed | \$394,960.75 | \$329,787.12 | \$394,960.75 | \$329,787.12 |
| Basic Water Fee/Rate per 1000 gal. | \$18.81/\$5.39 | \$15.91/\$5.23 | | |
| Number of Accounts Billed | 5,206 | 5,158 | 5,206 | 5,158 |
| Number of Bills Mailed | 5,206 | 5,158 | 5,206 | 5,158 |
| Total Meters Read | 5,615 | 5,548 | 5,615 | 5,548 |
| Meter Changes/pulled | 5 | 4 | 5 | 4 |
| Total Days Meter Reading | 1 | 1 | 1 | 1 |
| Misreads found prior to billing | 0 | 0 | 0 | 0 |
| Customers requesting Rereads | 0 | 0 | 0 | 0 |
| Sewer | | | | |
| Sewer Billed | \$285,463.56 | \$254,368.02 | \$285,463.56 | \$254,368.02 |
| Basic Sewer Fee/Rate per 1000 gal. | \$9.23/\$5.59 | \$8.79/\$5.32 | | |
| Solid Waste | | | | |
| Solid Waste Billed | \$95,095.51 | \$79,804.43 | \$95,095.51 | \$79,804.43 |
| Basic Solid Waste Fee | \$20.18 | \$17.13 | | |
| Total Utility Billing: | \$775,519.82 | \$663,959.57 | \$775,519.82 | \$663,959.57 |
| Adjustment Total: | (\$220.38) | (\$241.41) | (\$220.38) | (\$241.41) |
| Misread Adjustments | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other Adjustments | (\$0.38) | (\$1.41) | (\$0.38) | (\$1.41) |
| Penalty Adjustments OFF | (\$220.00) | (\$240.00) | (\$220.00) | (\$240.00) |
| Penalty Adjustments ON | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| New Accounts/Connects | 58 | 44 | 58 | 44 |
| Accounts Finaled/Disconnects | 64 | 64 | 64 | 64 |
| New Accounts Set up | 11 | 2 | 11 | 2 |
| Delinquent Notices | 418 | 429 | 418 | 429 |
| Doorknockers | 137 | 129 | 137 | 129 |
| Delinquent Call List | 89 | 91 | 89 | 91 |
| Notice of Termination Letters | 16 | 2 | 16 | 2 |
| Shut-off for Non-payment | 6 | 2 | 6 | 2 |
| Delinquent Notice Penalties | \$4,180.00 | \$4,290.00 | \$4,180.00 | \$4,290.00 |
| Doorknocker Penalties | \$1,370.00 | \$1,290.00 | \$1,370.00 | \$1,290.00 |
| Other Office Functions: | | | | |
| Interest Income | \$23,039.31 | \$11,269.69 | \$23,039.31 | \$11,269.69 |
| Interest Rate-Checking Account | 1.01% | 0.64% | | |
| Interest Rate-CDs | 0.00% | 0.00% | | |
| # of Monthly Vendor Checks | 164 | 176 | | |
| Payments Issued to Vendors | \$ 1,774,226.00 | \$ 2,425,249.18 | \$ 1,774,226.00 | \$ 2,425,249.18 |
| # of Employees on Payroll | 218 | 213 | | |
| Monthly Payroll | \$ 451,642.52 | \$ 432,628.99 | \$ 451,642.52 | \$ 432,628.99 |

MEMORANDUM

To: *Amy Nelson, City Manager*
From: *Adam Haberman, Public Works Director*
Subject: *Transfer Station Changes*
Date: *February 16, 2017*

Over the past years, the City of Yankton Transfer Station has become more than just a “dump” or “landfill”. For many residential and commercial patrons, the Transfer Station has become a public utility that they utilize weekly, if not daily. We are excited that the desire to live in a clean community has given area residents the motivation to recycle more and dispose of unwanted waste properly at the Transfer Station. Adjustments have been and will be necessary to fulfill the needs of the Transfer Station patrons.

- The 2017 City Wide Cleanup event will see a few changes at the Transfer Station. Tradition has held the free disposal event over a one week period, including two Saturday’s. In 2017, the event will be expanded to four weeks, which will include five Saturday’s. It is hopeful the expanded time will allow patrons more time to dispose of unwanted materials from their properties.
- Currently, the Transfer Station only accepts cash or check as payment options. There has been a number of requests from patrons to use debit card or credit card to settle their transactions. To make the payment transaction options more convenient for our patrons, Public Works staff has worked with Finance staff to install a card reader at the Transfer Station. The new card reader should be in place soon.
- The public has shown a desire to dispose of grass clippings at times when it works for their schedule. An After-Hours grass clipping and small branch disposal site is being constructed at the Transfer Station. The After-Hours disposal site will be open for the residents in the summer of 2017. As always, there will be no charge for grass clippings or small branches.
- Currently the City of Yankton Transfer Station fee for tree branches is \$5.50 per ton. The fee for tree branches is imposed on any tree branches entering the facility. The fee schedule for tree branches has created issues when a resident wishes to dispose of a minimal amount of branches. The patrons are not very accepting of the \$5.50 fee to dispose of a branch. The Vermillion Landfill does not charge for residential loads of tree branches. Effective March 1, 2017, there will be no charge for City of Yankton resident tree branch disposal. The fee schedule will remain the same for commercial contractor tree disposal, at \$5.50 per ton.

With the listed site modifications, operational adjustments, and minimal fee schedule modifications, the City of Yankton Transfer Station has the opportunity to give its patrons added value to their waste disposal experience.

Respectfully Submitted,



Adam Haberman, PE
Public Works Director

Publishing Dates: TBD

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P. M. on TBD at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on TBD, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ANNUAL SUPPLY BITUMINOUS MIX

Copies of the specifications may be obtained at the office of the Department of Public Works, 416 Walnut Street, Yankton, South Dakota 57078 or by telephoning (605) 668-5211.

All bids must be submitted on forms provided by the City of Yankton.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and the most advantageous bid to the City, and to approve the bond, if required.

Adam Haberman, PE
Director of Public Works
City of Yankton, South Dakota

Dated: TBD

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Publishing Dates: TBD

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P. M. on the TBD, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on TBD, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ONE (1) NEW 2017 JOINT CRACK FILLER

**FOR THE PUBLIC WORKS DEPARTMENT
STREET DIVISION**

Copies of the specifications and bidding forms can be obtained at the office of the Department of Public Works, 416 Walnut Street, Yankton, South Dakota 57078 or by telephoning (605) 668-5211.

All bids must be submitted on forms provided by the City of Yankton.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and most advantageous bid to the City.

Adam Haberman, PE
Director of Public Works
City of Yankton, South Dakota

Dated: TBD

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Publishing Dates: TBD

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P. M. on TBD, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on TBD, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ANNUAL SUPPLY OF LIQUID ASPHALT

Copies of the specifications may be obtained at the office of the Department of Public Works, 416 Walnut Street, Yankton, South Dakota 57078 or by telephoning (605) 668-5211.

All bids must be submitted on forms provided by the City of Yankton.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and the most advantageous bid to the City, and to approve the bond, if required.

Adam Haberman, PE
Director of Public Works
City of Yankton, South Dakota

Dated: TBD

Joint Powers Solid Waste Authority
Financial Report Thru January 31, 2017

| Description | Yankton Transfer | Vermillion Landfill | Total Joint | 1 Month Budget | Legal 2017 Budget |
|---------------------------------------|---------------------|------------------------|----------------|-------------------|----------------------|
| Joint Power Transfer/Landfill | | | | | |
| <i>Total Revenue</i> | \$68,601.56 | \$45,204.64 | \$113,806.20 | \$154,918.75 | \$1,859,025.00 |
| <i>Expenses:</i> | | | | | |
| Personal Services | 16,745.87 | 28,167.19 | 44,913.06 | 53,111.58 | 637,339.00 |
| Operating Expenses | 10,206.49 | 19,490.17 | 29,696.66 | 62,934.75 | 755,217.00 |
| Depreciation (est) | 11,284.19 | 22,093.08 | 33,377.27 | 35,145.08 | 421,741.00 |
| Trench Depletion | 0.00 | 9,176.74 | 9,176.74 | 13,104.17 | 157,250.00 |
| Closure/Postclosure Resrv | 0.00 | 555.83 | 555.83 | 712.50 | 8,550.00 |
| Amortization of Permit | 0.00 | 72.81 | 72.81 | 93.33 | 1,120.00 |
| <i>Total Operating Expenses</i> | 38,236.55 | 79,555.82 | 117,792.37 | 165,101.42 | 1,981,217.00 |
| <i>Non Operating Expense-Interest</i> | 0.00 | 0.00 | 0.00 | 9,433.33 | 113,200.00 |
| <i>Landfill Operating Income</i> | 30,365.01 | (34,351.18) | (3,986.17) | (19,616.00) | (235,392.00) |
| Joint Recycling Center | | | | | |
| <i>Total Revenue</i> | 7,302.53 | 15,922.18 | 23,224.71 | 19,089.58 | 229,075.00 |
| <i>Expenses:</i> | | | | | |
| Personal Services | 1,422.15 | 15,450.02 | 16,872.17 | 17,694.17 | 212,330.00 |
| Operating Expenses | 2,003.01 | 950.85 | 2,953.86 | 9,969.75 | 119,637.00 |
| Depreciation (est) | 3,353.40 | 3,233.08 | 6,586.48 | 6,570.83 | 78,850.00 |
| <i>Total Operating Expenses</i> | 6,778.56 | 19,633.95 | 26,412.51 | 34,234.75 | 410,817.00 |
| <i>Non Operating Expense-Interest</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <i>Recycling Operating Income</i> | 523.97 | (3,711.77) | (3,187.80) | (15,145.17) | (181,742.00) |
| <i>Total Operating Income</i> | \$30,888.98 | (\$38,062.95) | (\$7,173.97) | (\$34,761.17) | (\$417,134.00) |
| Tonage in Trench: | <u>1/31/2016</u> | <u>1/31/2017</u> | | | |
| Asbestos | 2.43 | 1.80 | 1.80 | 3.75 | 45.00 |
| Centerville | 20.45 | 20.37 | 20.37 | 22.08 | 265.00 |
| Beresford | 90.07 | 91.32 | 91.32 | 52.08 | 625.00 |
| Clay County Garbage | 789.68 | 777.10 | 777.10 | 1,100.00 | 13,200.00 |
| Elk Point | 72.35 | 92.03 | 92.03 | 85.00 | 1,020.00 |
| Yankton County Garbage | 1,478.76 | 1,543.90 | 1,543.90 | 1,816.67 | 21,800.00 |
| <i>Total Tonage in Trench</i> | 2,453.74 | 2,526.52 | 2,526.52 | 3,079.58 | 36,955.00 |
| Operating Cost per ton | | | <u>\$46.62</u> | <u>\$56.67</u> | <u>\$56.67</u> |

This report is based on the following:

Revenue accrual thru January 31, 2017

Expenses cash thru January 31, 2017 with February's Bills

Joint Powers Solid Waste Authority
Financial Report Thru January 31, 2017

| Description | Yankton Transfer | Vermillion Landfill | Total Joint | 1 Month Budget | Legal 2017 Budget |
|---------------------------------------|---------------------|------------------------|-----------------------|---------------------|----------------------|
| Source of Funds | | | | | |
| <i>Beginning Balance</i> | \$392,927.00 | \$587,584.00 | \$980,511.00 | \$980,511.00 | \$980,511.00 |
| <i>Operating Revenue:</i> | | | | | |
| Net Income | 30,888.98 | (38,062.95) | (7,173.97) | (34,761.17) | (417,134.00) |
| Depreciation | 14,637.59 | 25,326.16 | 39,963.75 | 41,715.92 | 500,591.00 |
| Trench Depletion | 0.00 | 9,176.74 | 9,176.74 | 13,104.17 | 157,250.00 |
| Amortization of Permit | 0.00 | 72.81 | 72.81 | 93.33 | 1,120.00 |
| <i>Non Operating Revenue:</i> | | | | | |
| Grant | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Loan Proceeds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Contributed Capital | 0.00 | 0.00 | 0.00 | 666.67 | 8,000.00 |
| Sale Proceeds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Comp. for Loss & Damage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Fire Related Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Interest | 0.00 | 284.95 | 284.95 | 375.00 | 4,500.00 |
| <i>Cash Flow Transfer:</i> | | | | | |
| Joint Power Transfer/Landfill | (33,078.54) | 33,078.54 | 0.00 | 2,470.00 | 29,640.00 |
| Joint Recycling Center | (2,429.37) | 2,429.37 | 0.00 | 0.00 | 0.00 |
| Total Funds Available | 402,945.66 | 619,889.62 | 1,022,835.28 | 1,004,174.92 | 1,264,478.00 |
| Application of Funds Available | | | | | |
| <i>Joint Power Transfer/Landfill</i> | | | | | |
| Equipment | 32.76 | 0.00 | 32.76 | 53,916.67 | 647,000.00 |
| Trench | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Closure/Postclosure Cash Res. | 0.00 | 555.83 | 555.83 | 712.50 | 8,550.00 |
| <i>Joint Recycling Center</i> | | | | | |
| Equipment | 1,321.36 | 0.00 | 1,321.36 | 7,125.00 | 85,500.00 |
| <i>Payment Principal</i> | 0.00 | 0.00 | 0.00 | 14,221.92 | 170,663.00 |
| <i>Appropriation to Reserve</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Applied | 1,354.12 | 555.83 | 1,909.95 | 75,976.08 | 911,713.00 |
| Ending Balance | \$401,591.54 | \$619,333.79 | \$1,020,925.33 | \$928,198.83 | \$352,765.00 |

Joint Powers Solid Waste Authority
Financial Report Thru January 31, 2017

| Joint Power Transfer/Landfill Description | Yankton Transfer | Vermillion Landfill | Total Joint | 1 Month Budget | Legal 2017 Budget |
|--|-----------------------------|--------------------------------|------------------------|---------------------------|------------------------------|
| <i>Revenue: (accrual)</i> | | | | | |
| Asbestos | \$0.00 | \$117.01 | \$117.01 | \$541.67 | \$6,500.00 |
| Elk Point | 0.00 | 4,279.43 | 4,279.43 | 4,250.00 | \$51,000.00 |
| Centerville | 0.00 | 947.22 | 947.22 | 1,250.00 | 15,000.00 |
| Bon Homme | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Union County | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Beresford | 0.00 | 4,247.80 | 4,247.80 | 5,425.00 | 65,100.00 |
| Clay County Garbage | 0.00 | 37,580.48 | 37,580.48 | 56,250.00 | 675,000.00 |
| Compost-Yd Waste-Wood | 0.00 | 90.94 | 90.94 | 208.33 | 2,500.00 |
| Contaminated Soil | 0.00 | 0.30 | 0.30 | 125.00 | 1,500.00 |
| White Goods | 0.00 | 253.92 | 253.92 | 375.00 | 4,500.00 |
| Tires | 0.00 | 350.00 | 350.00 | 125.00 | 1,500.00 |
| Electronics | 0.00 | 280.00 | 280.00 | 83.33 | 1,000.00 |
| Other Revenue | 0.00 | 0.00 | 0.00 | 425.00 | 5,100.00 |
| Less Recycling Tipping Fee | (4,434.12) | (2,942.46) | (7,376.58) | (9,972.92) | (119,675.00) |
| Cash long | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Yard Waste | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Rubble | 944.52 | 0.00 | 944.52 | 4,333.33 | 52,000.00 |
| Transfer Fees | 72,091.16 | 0.00 | 72,091.16 | 91,500.00 | 1,098,000.00 |
| Total Revenue | 68,601.56 | 45,204.64 | 113,806.20 | 154,918.75 | 1,859,025.00 |
| <i>Expenses: (cash)</i> | | | | | |
| Personal Services | 16,745.87 | 28,167.19 | 44,913.06 | 53,111.58 | 637,339.00 |
| Insurance | 0.00 | 0.00 | 0.00 | 2,254.33 | 27,052.00 |
| Professional Service/Fees | 1,595.00 | 4,101.92 | 5,696.92 | 5,583.33 | 67,000.00 |
| Non Professional Fees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Processing- Reduction | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| State Fees | 0.00 | 2,526.52 | 2,526.52 | 3,243.75 | 38,925.00 |
| Professional - Legal/Audit | 0.00 | 0.00 | 0.00 | 104.17 | 1,250.00 |
| Publishing & Advertising | 0.00 | 0.00 | 0.00 | 108.33 | 1,300.00 |
| Rental | 0.00 | 0.00 | 0.00 | 41.67 | 500.00 |
| Hauling fee | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Equipment repair | 0.00 | 3,697.57 | 3,697.57 | 4,666.67 | 56,000.00 |
| Motor vehicle repair | 0.00 | 64.95 | 64.95 | 1,916.67 | 23,000.00 |
| Vehicle fuel & maintenance | 5,327.91 | 0.00 | 5,327.91 | 19,500.00 | 234,000.00 |
| Equip, Mat'l & Labor | 2,062.05 | 0.00 | 2,062.05 | 1,000.00 | 12,000.00 |
| Building repair | 0.00 | 221.00 | 221.00 | 2,041.67 | 24,500.00 |
| Facility repair & maintenance | 0.00 | 0.00 | 0.00 | 2,916.67 | 35,000.00 |
| Postage | 17.28 | 2.06 | 19.34 | 62.50 | 750.00 |
| Office supplies | 89.61 | 145.48 | 235.09 | 266.67 | 3,200.00 |
| Copy supplies | 85.77 | 0.05 | 85.82 | 25.00 | 300.00 |
| Uniforms | (3.84) | 305.44 | 301.60 | 391.67 | 4,700.00 |
| Small Tools & Hardware | 0.00 | 0.00 | 0.00 | 20.83 | 250.00 |
| Travel & Training | 0.00 | 53.36 | 53.36 | 375.00 | 4,500.00 |
| Operating supply | 0.00 | 8,241.41 | 8,241.41 | 12,716.67 | 152,600.00 |
| Electricity | 755.55 | 0.00 | 755.55 | 2,350.00 | 28,200.00 |
| Heating Fuel - Gas | 0.00 | 0.00 | 0.00 | 2,666.67 | 32,000.00 |
| Water | 121.25 | 0.00 | 121.25 | 250.00 | 3,000.00 |
| WW service | 46.41 | 0.00 | 46.41 | 141.67 | 1,700.00 |
| Landfill | 20.18 | 0.00 | 20.18 | 16.67 | 200.00 |
| Telephone | 89.32 | 130.41 | 219.73 | 274.17 | 3,290.00 |
| Depreciation (est) | 11,284.19 | 22,093.08 | 33,377.27 | 35,145.08 | 421,741.00 |
| Trench Depletion | | 9,176.74 | 9,176.74 | 13,104.17 | 157,250.00 |
| Closure/Postclosure Resrv | | 555.83 | 555.83 | 712.50 | 8,550.00 |
| Amortization of Permit | | 72.81 | 72.81 | 93.33 | 1,120.00 |
| Total Op Expenses | 38,236.55 | 79,555.82 | 117,792.37 | 165,101.42 | 1,981,217.00 |

| Joint Power Transfer/Landfill Description | Yankton Transfer | Vermillion Landfill | Total Joint | 1 Month Budget | Legal 2017 Budget |
|--|---------------------|------------------------|----------------|-------------------|----------------------|
| <i>Non Operating Expense-Interest</i> | 0.00 | 0.00 | 0.00 | 9,433.33 | 113,200.00 |
| <i>Operating Income (Loss)</i> | \$30,365.01 | (\$34,351.18) | (\$3,986.17) | (\$19,616.00) | (\$235,392.00) |
| <i>Capital:</i> | | | | | |
| Capital Outlay | \$32.76 | \$0.00 | \$32.76 | \$53,916.67 | \$647,000.00 |
| Landfill Development | 0.00 | 0.00 | 0.00 | 10,833.33 | \$130,000.00 |
| Capital Lease | 0.00 | 0.00 | 0.00 | 0.00 | \$0.00 |
| <i>Total Capital Expenditures</i> | \$32.76 | \$0.00 | \$32.76 | \$64,750.00 | \$777,000.00 |
| <i>Grant Reimbursement</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Equipment Sale Proceeds</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Cash Flow Transfer</i> | (\$33,078.54) | \$33,078.54 | \$0.00 | \$0.00 | \$0.00 |
| <i>Tonage in Trench:</i> | | | | | |
| Asbestos | | 1.80 | 1.80 | 3.75 | 45.00 |
| Beresford | | 91.32 | 91.32 | 52.08 | 625.00 |
| Centerville Garbage | | 20.37 | 20.37 | 22.08 | 265.00 |
| Clay County Garbage | | 777.10 | 777.10 | 1,100.00 | 13,200.00 |
| Elk Point | | 92.03 | 92.03 | 85.00 | 1,020.00 |
| Yankton County Garbage | | 1,543.90 | 1,543.90 | 1,816.67 | 21,800.00 |
| <i>Total Tonage in Trench</i> | | 2,526.52 | 2,526.52 | 3,079.58 | 36,955.00 |
| Operating Cost per ton | | | \$46.62 | \$56.67 | \$56.67 |

| Joint Recycling Center Description | Yankton Transfer | Vermillion Center | Total Joint | 1 Month Budget | Legal 2017 Budget |
|---------------------------------------|---------------------|----------------------|---------------------|----------------------|-----------------------|
| <i>Revenue:</i> | | | | | |
| Tipping Fees | \$4,434.12 | 2,942.46 | \$7,376.58 | 9,972.92 | \$119,675.00 |
| Magazines | 0.00 | 0.00 | 0.00 | 183.33 | 2,200.00 |
| Metal/Tin | 439.04 | (9.00) | 430.04 | 516.67 | 6,200.00 |
| Plastic | 0.00 | 7,486.80 | 7,486.80 | 1,666.67 | 20,000.00 |
| Aluminum | 0.00 | 0.00 | 0.00 | 2,083.33 | 25,000.00 |
| Newsprint | 105.80 | 110.49 | 216.29 | 916.67 | 11,000.00 |
| Cardboard | 2,323.57 | 4,972.35 | 7,295.92 | 2,416.67 | 29,000.00 |
| High Grade Paper | 0.00 | (196.30) | (196.30) | 1,083.33 | 13,000.00 |
| Other Material | 0.00 | 615.38 | 615.38 | 250.00 | 3,000.00 |
| Contributions/Operating Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Revenue | 7,302.53 | 15,922.18 | 23,224.71 | 19,089.58 | 229,075.00 |
| <i>Expenses:</i> | | | | | |
| Personal Services | 1,422.15 | 15,450.02 | 16,872.17 | 17,694.17 | 212,330.00 |
| Insurance | 0.00 | 69.82 | 69.82 | 190.58 | 2,287.00 |
| Professional Service/Fees | 0.00 | 7.08 | 7.08 | 1,666.67 | 20,000.00 |
| Hazardous Waste Collection | 0.00 | 106.70 | 106.70 | 2,750.00 | 33,000.00 |
| Professional-Legal | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Publishing & Advertising | 0.00 | 0.00 | 0.00 | 208.33 | 2,500.00 |
| Rental | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Equipment repair | 0.00 | 0.00 | 0.00 | 895.83 | 10,750.00 |
| Vehicle repair & maintenance | 0.00 | 0.00 | 0.00 | 83.33 | 1,000.00 |
| Vehicle fuel | 0.00 | 0.00 | 0.00 | 500.00 | 6,000.00 |
| Building repair & maintenance | 0.00 | 131.58 | 131.58 | 291.67 | 3,500.00 |
| Postage | 0.00 | 0.52 | 0.52 | 54.17 | 650.00 |
| Freight | 0.00 | 0.00 | 0.00 | 166.67 | 2,000.00 |
| Office supplies | 0.00 | 37.50 | 37.50 | 83.33 | 1,000.00 |
| Uniforms | 0.00 | 0.00 | 0.00 | 62.50 | 750.00 |
| Materials Purchases | 0.00 | (17.50) | (17.50) | 500.00 | 6,000.00 |
| Travel & Training | 0.00 | 0.00 | 0.00 | 166.67 | 2,000.00 |
| Operating Supplies | 0.00 | 0.00 | 0.00 | 1,000.00 | 12,000.00 |
| Copy Supply | 0.00 | 0.05 | 0.05 | 29.17 | 350.00 |
| Electricity | 0.00 | 465.54 | 465.54 | 541.67 | 6,500.00 |
| Heating Fuel-Gas | 0.00 | 0.00 | 0.00 | 416.67 | 5,000.00 |
| Water | 0.00 | 50.11 | 50.11 | 50.00 | 600.00 |
| WW service | 0.00 | 38.96 | 38.96 | 133.33 | 1,600.00 |
| Telephone | 0.00 | 60.49 | 60.49 | 70.83 | 850.00 |
| Revenue Sharing | 0.00 | 0.00 | 0.00 | 108.33 | 1,300.00 |
| Transportation to Vermillion | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 |
| Processing Recyclables | 1,643.01 | 0.00 | 1,643.01 | 0.00 | 0.00 |
| Depreciation (est) | 3,353.40 | 3,233.08 | 6,586.48 | 6,570.83 | 78,850.00 |
| Total Op Expenses | 6,778.56 | 19,633.95 | 26,412.51 | 34,234.75 | 410,817.00 |
| <i>Non Operating Expense-Interest</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Operating Income (Loss) | \$523.97 | (\$3,711.77) | (\$3,187.80) | (\$15,145.17) | (\$181,742.00) |
| Capital Outlay | \$1,321.36 | \$0.00 | \$1,321.36 | \$7,125.00 | \$85,500.00 |
| Grant Reimbursement/Donations | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Cash Flow Transfer | (\$2,429.37) | \$2,429.37 | \$0.00 | \$0.00 | \$0.00 |

This report is based on the following:

Revenue accrual thru January 31, 2017

Expenses cash thru January 31, 2017 with February's Bills

2017 Joint Powers Total Operations Recap

| Month | Yankton Transfer | Vermillion Landfill | Total | Total Tons | \$ per ton | Recycling | | | Yankton Operations | Vermillion Operations | Total Operations |
|---------|------------------|---------------------|------------|------------|------------|-----------|------------|------------|--------------------|-----------------------|------------------|
| | | | | | | Yankton | Vermillion | Total | | | |
| January | 30,365.01 | (34,351.18) | (3,986.17) | 2,526.52 | 46.62 | 523.97 | (3,711.77) | (3,187.80) | 30,888.98 | (38,062.95) | (7,173.97) |

2/1/2017

City of Yankton Transfer Station
Recap of Customer Tonnage

| Date | City | Licensed Haulers | | | | | | Sub-Total | All Other | Total Transfer | Recycling |
|----------------|------------------|------------------|------------|---------------|--------------------|---------------------|--------------|-----------|-----------|----------------|-----------------|
| | Compactors (577) | Janssen (547) | Arts (586) | Fischer (590) | Independence (627) | Loren Fischer (648) | Kortan (673) | | | | Plastic Tonnage |
| January 2016 | 204.72 | 506.69 | 368.30 | 53.23 | 0.00 | 46.55 | 7.51 | 982.28 | 238.64 | 1,425.64 | 3.88 |
| February 2016 | 206.87 | 495.25 | 333.19 | 49.59 | 0.00 | 58.99 | 6.40 | 943.42 | 302.26 | 1,452.55 | 4.63 |
| March 2016 | 238.82 | 589.39 | 463.33 | 61.55 | 0.00 | 19.86 | 6.91 | 1,141.04 | 392.93 | 1,772.79 | 4.61 |
| April 2016 | 228.62 | 591.17 | 496.82 | 66.85 | 0.00 | 66.59 | 8.67 | 1,230.10 | 707.64 | 2,166.36 | 4.64 |
| May 2016 | 252.38 | 685.21 | 562.27 | 60.04 | 0.00 | 69.47 | 8.46 | 1,385.45 | 421.38 | 2,059.21 | 5.08 |
| June 2016 | 238.64 | 669.62 | 503.49 | 60.40 | 0.00 | 67.60 | 9.91 | 1,311.02 | 362.51 | 1,912.17 | 6.14 |
| July 2016 | 233.51 | 661.08 | 457.16 | 59.00 | 0.00 | 72.58 | 8.98 | 1,258.80 | 407.11 | 1,899.42 | 5.48 |
| August 2016 | 275.43 | 705.87 | 563.39 | 67.83 | 0.00 | 54.20 | 13.14 | 1,404.43 | 425.85 | 2,105.71 | 4.83 |
| September 2016 | 254.62 | 684.19 | 463.62 | 54.59 | 2.96 | 68.88 | 8.99 | 1,283.23 | 666.60 | 2,204.45 | 6.78 |
| October 2016 | 228.46 | 616.02 | 499.49 | 47.87 | 3.46 | 71.68 | 8.35 | 1,246.87 | 448.09 | 1,923.42 | 3.39 |
| November 2016 | 241.43 | 592.21 | 387.48 | 45.18 | 0.00 | 71.78 | 12.54 | 1,109.19 | 351.75 | 1,702.37 | 5.44 |
| December 2016 | 245.70 | 549.64 | 366.06 | 41.80 | 0.00 | 71.43 | 17.18 | 1,046.11 | 274.34 | 1,566.15 | 4.85 |
| 2016 Total | 2,849.20 | 7,346.34 | 5,464.60 | 667.93 | 6.42 | 739.61 | 117.04 | 14,341.94 | 4,999.10 | 22,190.24 | 59.75 |
| January 2017 | 227.38 | 502.19 | 367.33 | 35.07 | 0.00 | 65.26 | 7.51 | 977.36 | 273.30 | 1,478.04 | 4.80 |
| 2017 Total | 227.38 | 502.19 | 367.33 | 35.07 | 0.00 | 65.26 | 7.51 | 977.36 | 273.30 | 1,478.04 | 4.80 |

| | |
|---------------|-----------------|
| Total Tons | 1,478.04 |
| X \$3 | 3.00 |
| Recycling Fee | <u>4,434.12</u> |

CITY OF VERMILLION
LANDFILL TONS

| | 2017 | Independence Waste | Fischer Disposal | Art's Garbage | Verm. Garbage | City of Elk Point | Loren Fischer | Turner County | City of Beresford | Other | 2017 Tons |
|-----------------|-------|-----------------------|---------------------------|---------------------------|--------------------------|--------------------------|---------------------------|---------------------------|--------------------------|---------------------------|---------------------------|
| \$46.50 PER TON | Jan | 276.74 | 139.71 | 11.74 | 36.72 | 92.03 | 277.66 | 20.37 | 91.35 | 36.30 | 982.62 |
| | Feb | | | | | | | | | | 0.00 |
| | Mar | | | | | | | | | | 0.00 |
| | April | | | | | | | | | | 0.00 |
| | May | | | | | | | | | | 0.00 |
| | June | | | | | | | | | | 0.00 |
| | July | | | | | | | | | | 0.00 |
| | Aug | | | | | | | | | | 0.00 |
| | Sept | | | | | | | | | | 0.00 |
| | Oct | | | | | | | | | | 0.00 |
| | Nov | | | | | | | | | | 0.00 |
| | Dec | | | | | | | | | | 0.00 |
| | | | ----- 276.74 ===== | ----- 139.71 ===== | ----- 11.74 ===== | ----- 36.72 ===== | ----- 92.03 ===== | ----- 277.66 ===== | ----- 20.37 ===== | ----- 91.35 ===== | ----- 36.30 ===== |
| | 2016 | Independence Waste | Fischer Disposal | Art's Garbage | Verm. Garbage | City of Elk Point | Loren Fischer | Turner County | City of Beresford | Other | 2016 Tons |
| \$46.50 PER TON | Jan | 254.19 | 90.52 | 74.58 | 37.07 | 72.35 | 229.36 | 20.45 | 90.07 | 106.39 | 974.98 |
| | Feb | 286.52 | 110.84 | 33.01 | 39.74 | 78.20 | 244.08 | 20.34 | 98.28 | 418.45 | 1329.46 |
| | Mar | 329.04 | 119.55 | 44.85 | 40.83 | 92.35 | 284.77 | 22.63 | 112.78 | 281.11 | 1327.91 |
| | April | 359.13 | 101.87 | 30.15 | 39.65 | 78.99 | 252.37 | 22.60 | 110.47 | 148.03 | 1143.26 |
| | May | 470.23 | 143.70 | 30.02 | 50.45 | 97.90 | 317.70 | 28.89 | 117.59 | 250.68 | 1507.16 |
| | June | 427.34 | 131.28 | 35.25 | 39.13 | 92.12 | 321.69 | 17.24 | 116.78 | 448.17 | 1629.00 |
| | July | 346.13 | 116.62 | 24.88 | 34.87 | 84.50 | 256.11 | 18.72 | 94.93 | 184.12 | 1160.88 |
| | Aug | 418.26 | 144.99 | 22.06 | 45.26 | 99.45 | 375.91 | 22.71 | 130.37 | 245.67 | 1504.68 |
| | Sept | 462.15 | 133.62 | 41.11 | 39.52 | 86.96 | 286.57 | 25.47 | 107.48 | 227.56 | 1410.44 |
| | Oct | 382.48 | 143.09 | 29.91 | 41.08 | 88.53 | 291.09 | 22.05 | 118.45 | 208.17 | 1324.85 |
| | Nov | 326.87 | 130.81 | 18.07 | 38.69 | 93.02 | 302.84 | 23.34 | 105.00 | 153.43 | 1192.07 |
| | Dec | 292.39 | 120.29 | 21.25 | 36.94 | 82.65 | 210.17 | 20.89 | 96.12 | 133.56 | 1014.26 |
| | | | ----- 4354.73 ===== | ----- 1487.18 ===== | ----- 405.14 ===== | ----- 483.23 ===== | ----- 1047.02 ===== | ----- 3372.66 ===== | ----- 265.33 ===== | ----- 1298.32 ===== | ----- 2805.34 ===== |

MINUTES

FOX RUN GOLF ADVISORY BOARD

**Thursday, January 19, 2017
Fox Run Golf Course Clubhouse – 12:00 P.M.**

Routine Business

Roll Call:

Present: Terry Carda, Kim Auch, Steve Sager, Jake Hoffner, Annette Kohoutek, Carl Kretsinger, and Warren Erickson.

Absent:

Also present were Golf Operations Manager Tom Jeffers, Course Superintendent Rockie Wampol, Director of Parks and Recreation Todd Larson, City Manager Amy Nelson, and Parks Secretary Chasity McHenry

Public Appearances: Doug Brooks, Karol Kittelson, and Jim Gevens

Minutes:

December 15, 2016 minutes approved. Erickson motioned, Kohoutek second. Motion carried 6-0.

Old Business

A. None.

New Business

- A. Security Cameras for cart sheds, course security, traffic at night from the west entrance – gate, dead end signs. Have to speak to City Attorney on what legal responsibilities there are with current operations of cart storage. Need to speak to street department to get a dead end sign up along Fox Run housing access drive. Also need to have more discussions in regards to security cameras, gates on access road, chains during winter to stop access on access road, barricades instead of chains, Jersey barriers instead of chains, bollards up by clubhouse to limit vehicle traffic through course, closed storage facilities with access key pad or access swipe card and only those with the codes or cards can enter the facility. Have access through garage door only or include walk-in doors? System has to have doors close after exiting to make sure facility is secure again. It has been reported vehicles drive across the Fox Run Property using the cart path from the clubhouse down to the far cart storage shed and then up the gravel drive into the Fox Run neighborhood.
- B. Great Life discussion. Affiliate agreement (attachment) goes before the City Commission for approval on Monday, January 23. This agreement with Great Life will hopefully bring in more revenue with an increase in rounds played. The course would be reimbursed \$5 for each nine-holes played by the Great Life members and would also realize revenue from cart rentals, pro shop sales, and food and beverage sales. There are minimum monthly payments and maximum monthly payments as a part of this agreement. Tom wants to create a way to track all expenditures of Great Life users when at Fox Run. Question was asked if there is a way to find out how much extra revenue was generated by the Great Life agreement at other golf courses. Discussed the new Course Loyalty

Rewards Program. Is there a way to expand into other businesses in Yankton such as bowling alley, archery, etc.?

Fox Run's 2017 Loyalty Rewards Program:

We've got some exciting news for you! Fox Run has implemented a much anticipated Membership Loyalty Program! Here are the Top 4 Reasons why you'll want to participate in this program...

1. All members of Fox Run Golf Course will pay the previous year's fees when they renew their membership. There is no deadline to renew, but all fees must be paid at the same time by either, Credit Card, Check, Cash, Gift Cards, combinations of the previous 4 or by Electronic Funds Transfer (EFT). Golf Shop Credit may not be used.
2. You will receive a 10% discount when you use your membership card at the Pro Shop or Snack Bar. This does not apply to Green Fees, Cart Fees, Range Fees or Memberships.
3. For all purchases, except the purchases of your Fox Run Membership, you will build reward points. Rewards points can be used on anything including the next year's membership. Rewards points are non-transferable and do not have cash value.
4. Fox Run Members Credit will roll over from year to year while non-members will expire at the end of the year.

- C. League updates, simulator operations. First half of league is done. Launch monitor is having problems, looking into replacement or repairs. Revenue for simulator leagues is close to the same as last year. Food and Beverage Revenue is up for the first half of January. Granger makes an anti-fatigue mat that is also anti-static that might help with the simulator. Saturday open play has been busy. Sundays slower and Tom is working with local high schools to promote play on Sundays and other slow times. Tom provided financial reports from the clubhouse computer system for comparing 2015 to 2016 and also for the first eighteen days of January (attachments). Tom has been working to simplify the Point-of-Sale system from both an inventory/sku standpoint and also from the touch-screen entry side. The course needs the Fore software to produce organized and comparative information which is more easily understood.
- D. Course event calendar for 2017. The Fox Run Pro-Am has been moved to earlier in the summer with the new dates of June 30, July 1, and July 2. The Waterloo Open in Iowa was moved to the normal Fox Run Pro-Am dates and it has a \$60,000 purse so it would have been very hard for Fox Run's tournament to compete for players. Tom is discussing with Hillcrest the idea of partnering for the Junior Golf Program. The board wondered if there is a way to get local doctor's to help sponsor the program?
- E. Course conditions and projects. Course looks good to this point in winter but there is a lot of winter left. Receiving rain in the winter has helped the course. Some low spots in fairways have standing/frozen water which will kill the grass. Hopefully, the standing water will disappear before it does any damage.

Other Business

- A. Next Meeting Date – Thursday, February 16, 2017

Meeting Adjourned

- A. Carda motioned, Erickson second. Motion carried 6-0.

City of Yankton
Airport Advisory Board Meeting Notes for
January 18, 2017
(approved)

ROLL CALL:

Present – Jim Cox, George Munn, Jr., Jake Hoffner, Roger Huntley, Dawn Steffes and Steve Hamilton

Also Present – Dave Mingo, Jake Hoffner, Chris Nielsen, and Mike Roinstad

Absent – Mark Yonke

MINUTES – November 16, 2016

MOTION – It was moved by Roger Huntley and seconded by Jake Hoffner to approve the November 16, 2016, meeting minutes.

Monthly Fuel Report

November 63 transactions 3,669.7 gallons, last year 3,635.2

December 44 Transactions 3,224.4 gallons, last year 2,880.2

Staff Report

Dave advised that Tile Hangar discussions continue with the FAA and he had a conference call regarding the Environmental Assessment. Anything happening with the tile hangar has in impact on the barrel hangar. This is due to the POW's that stayed there. It doesn't kill project just adds more time.

Airport was out of service for 28-30 hours due to the ice. Mike opened airport up at 1:30 pm yesterday

Jake asked if there was something that we could have available at the airport if an emergency situation occurs in the future. He is aware that it is costly.

Airport Reorganization - Bob Ryken is now in a supervisory role, he oversees Dylan. Dylan is working part time at the airport. Jake is interested in a training between staff and pilots, so that staff will understand pilot's point of view. Dave indicated that he & Mike will discuss the suggestion.

Airport Conference – Mitchell, March 29-30

February 6 is deadline to let Colleen know that if you will be attending.

Jake requested that the meeting time be moved up to 8:00 am so that others who may be interested can attend the 9:00 weekly meetings downtown.

MOTION – It was moved by Jake Hoffner and seconded by Roger Huntley to move the meeting time to 8:00 am.

ADJOURNMENT

MOTION – It was moved to adjourn by Roger Huntley.

VOTE – Voting “Aye” – all members present. Voting “Nay” – none.

MOTION – PASSED

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
February 13, 2017

The meeting was called to order at 5:35 p.m. by Chairman Pier

ROLL CALL:

Present – Deb Specht, Dr. Scott Shindler, Marc Mooney, Brad Wenande (via cell phone), ETJ Member Michael Welch and Dean Christensen and Chairman Steve Pier.

Unable to attend: Brue Viau, Jon Economy, Lynn Peterson and City Commission Liaison Chris Ferdig.

Commissioner Healy arrived at the time noted in the minutes.

Chairman Pier asked for approval of the January 9, 2017 meeting minutes.

MINUTES – January 9, 2017

17-06 **MOTION** – It was moved by Commissioner Shindler and seconded by Commissioner Specht to approve the minutes for January 9th, 2017

VOTE – Voting “Aye” – all members present. Voting “Nay” – none.

MOTION – PASSED

Chairman Pier read the old business item to consider a rezoning from A-1 Agricultural to I-1 Industrial in the City’s extraterritorial jurisdiction on Lot D in Yaggies Third Addition, excluding the approximate 30’ wide by 650’ long access to Whiting Drive in Section 9, T93N, R55W, Yankton County, South Dakota. Address, 2210 Alumax Road. Concrete Materials, owner.

Mr. Joe Morrow (Building Official), filling in for Mr. Dave Mingo, stated this rezoning was owner initiated and required signatures from 4 property owners. Since Concrete Materials owned 2 properties, that signature counted twice. Others who signed were Yankton Area Progressive Growth (YAPG) and Northwestern Energy. Mr. Morrow also stated that this property currently has water, sewer and gas accessible. Mr. Morrow also stated that based on the City’s Comprehensive Plan, this area has been designated as part of the industrial growth area. Staff recommends approval.

Commissioner Healy arrived at this time.

Andy Haas, Concrete Materials, stated the reason they are pursuing this rezoning is that Concrete Materials is outgrowing their current facility and want to expand their maintenance shop and storage area. Mr. Haas stated the driveway would be used mainly for their trucks to come to the shop to either drop off deliveries or come to the maintenance shop for repairs. They do not intend to use the driveway for concrete trucks. Concrete and gravel trucks will primarily access from the

south. If used, the north driveway will be used for access for maintenance purposes.

Chairman Pier asked Mr. Haas if he owned the driveway. Mr. Haas replied yes, Concrete Materials does own it. Commissioner Healy asked Mr. Haas what would be the alternative plan for Concrete Materials if this zoning isn't approved. Mr. Haas stated that they would have to utilize the south end of his property as an entry, which would be an inconvenience. Chairman Pier asked what the zoning is on the piece of property to the west of Concrete Materials, owned by YAPG. Mr. Morrow stated it is zoned as Industrial.

Mr. Mark Keehr, 2300 Whiting Drive, stated that he had planned on bringing another neighbor to meeting but they had a medical emergency. Mr. Keehr stated his main concern is wanting to have a verbal agreement to maintain the mature trees that are located on the north end of Concrete Materials. This prevents noise and is a wind buffer. Mr. Keehr also concerned about whether the road will be used as the main driveway since it comes out by his property. Mr. Keehr also stated he is concerned about the value of his home if more industrial activity begins.

Commissioner Healy asked whether both parties have a written agreement or just a verbal agreement. Mr. Keehr stated only verbal agreement at this time and he was ok with having this verbal agreement with Mr. Haas. Chairman Pier asked if Mr. Keehr is comfortable with verbal assurance. Mr. Keehr again stated that he understands that the property could be sold at any time and that the owner is in Sioux Falls so the agreement could change.

Mr. Haas stated that at this time, Concrete Materials has every intention of keeping the wind row of trees discussed by Mr. Keehr. This protects the view of Concrete Materials and cuts down on wind and noise for them as well. Chairman Pier asked whether any buildings would go on this property and Mr. Haas stated he plans on building a shop, due to outgrowing the current shop. Mr. Haas stated that the current road is not big enough for two way traffic and down the road they will eventually build a new road the access from the south end.

ETJ member Welch stated that if this was a Conditional Use permit, they would negotiate leaving trees. Since this is a rezoning from Agricultural to Industrial, that is the only decision the Planning Commission should be allowed to make. Moving forward, ETJ member Welch states that the two parties should both meet and agree what and how the road will be used and whether trees should stay. It should be an agreement between the two parties and not be dictated by the Planning Commission.

17-07 **MOTION** – It was moved by Commissioner Mooney and seconded by Commissioner Shindler to recommend approval of the Rezoning from A-1 Agricultural to I-1 Industrial in the City's extraterritorial jurisdiction on Lot D in Yaggies Third Addition, excluding the approximate 30' wide by 650' long access to Whiting Drive in Section 9, T93N, R55W, Yankton County, South Dakota. Address, 2210 Alumax Road. Concrete Materials, owner.

VOTE – Voting “Aye” – all members present. Voting “Nay” – none.
Commissioner Wenande abstained via phone.

MOTION – PASSED – Moves to February 27th, 2017 City Commission to introduce the ordinance and establish March 27th 2017 as the date for public hearing.

Chairman Pier read the action item for a plat review of a Replat of Tract A of Lot 4 of the Replat of Lots 1, 2, 3, 10, 11 and 12 of Block 2, Airport Acres in the City of Yankton, Yankton County, South Dakota as Filed in Book S18 on Page 300 and Part of Lot 1 of the Replat of Lots 1, 2, 3, 10, 11 and 12 of Block 2, Airport Acres in the City of Yankton, Yankton County, South Dakota as Filed in Book S11 on Page 15

To be hereafter known as:

Lot 10 of Block 2, Airport Acres in the City of Yankton, Yankton County, South Dakota. Address, 303 W. 31st Street. Stuart Huber and Airport Acres Homeowner’s Association % Stuart Huber, owners.

Mr. Morrow stated this was an owner initiated replat. Mr. Morrow acknowledged this plat looks a little jagged and that was done to carve out and to create an entryway to the lot for a potential commercial business and for future development. Chairman Pier asked whether there was any negative feedback regarding plat. Mr. Morrow stated no negative comments were received. Staff recommends approval.

Commissioner Healy asked whether the housing units to the South are owned by the same party. Mr. Morrow stated yes all are owned by Mr. Huber.

Commissioner Healy also asked whether the business that Mr. Huber owns, 18 miles north of town, will be moved to this property. Mr. Morrow stated that Mr. Huber has given no indication as to what the future plans for the property will be.

17-08 **MOTION** – It was moved by Commissioner Shindler and seconded by Commissioner Specht to approve the replat of Tract A of Lot 4 of the Replat of Lots 1, 2, 3, 10, 11 and 12 of Block 2, Airport Acres in the City of Yankton, Yankton County, South Dakota as Filed in Book S18 on Page 300 and Part of Lot 1 of the Replat of Lots 1, 2, 3, 10, 11 and 12 of Block 2, Airport Acres in the City of Yankton, Yankton County, South Dakota as Filed in Book S11 on Page 15

To be hereafter known as:

Lot 10 of Block 2, Airport Acres in the City of Yankton, Yankton County, South Dakota. Address, 303 W. 31st Street. Stuart Huber and Airport Acres Homeowner’s Association % Stuart Huber, owners.

VOTE – Voting “Aye” – all members present. Voting “Nay” – none.
MOTION – PASSED – Moves to February 27th, 2017 City Commission meeting.

January Building Report Update - Mr. Morrow discussed that next month there will be a permit for a 60,000 sq. foot addition to Northtown Automotive and that there will be a new 4,000 sq. foot retail store at Groseth Crossing. Groseth Crossing is located at 31st and Broadway.

ADJOURNMENT

17-09 **MOTION** – It was moved by Commissioner Healy and seconded by Commissioner Specht to adjourn at 6:08 PM.
VOTE – Voting “Aye” – all members present. Voting “Nay” – none.
MOTION – PASSED

Respectfully submitted,

Joe Morrow
for Dave Mingo, Secretary

Yankton Taxable Sales and Sales Tax Receipts Due

Total Yankton Sales Tax (combined first penny, second penny, and BBB)

| | 2013 | 2014 | 2015 | 2016 | 2017 | | |
|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|----------------|
| | Total Tax Due | Monthly % Diff. | Accum. % Diff. |
| Jan | \$803,970 | \$791,085 | \$849,976 | \$898,888 | \$881,111 | -1.98% | -1.98% |
| Feb | \$667,040 | \$677,988 | \$707,902 | \$720,155 | | | |
| Mar | \$603,969 | \$627,566 | \$655,013 | \$716,110 | | | |
| Apr | \$681,497 | \$707,315 | \$800,120 | \$764,378 | | | |
| May | \$674,568 | \$718,112 | \$753,514 | \$764,033 | | | |
| Jun | \$763,292 | \$799,073 | \$791,322 | \$818,572 | | | |
| Jul | \$774,483 | \$792,980 | \$862,407 | \$856,690 | | | |
| Aug | \$773,640 | \$790,874 | \$863,864 | \$832,579 | | | |
| Sep | \$740,484 | \$792,137 | \$819,745 | \$857,562 | | | |
| Oct | \$689,389 | \$731,977 | \$772,673 | \$803,694 | | | |
| Nov | \$690,990 | \$748,292 | \$782,979 | \$794,862 | | | |
| Dec | \$673,129 | \$724,760 | \$762,457 | \$765,698 | | | |
| Totals | \$8,536,449 | \$8,902,158 | \$9,421,973 | \$9,593,221 | | | |

**Top Ten First Class Cities Plus Vermillion
Accumulated YTD Through January**

| Cities | 2016 | 2017 | |
|---------------|---------------|---------------|----------------|
| | Total Tax Due | Total Tax Due | Accum. % Diff. |
| Sioux Falls | \$12,150,403 | \$12,185,776 | 0.29% |
| Rapid City | \$5,846,575 | \$5,545,135 | -5.16% |
| Aberdeen | \$1,706,942 | \$1,798,113 | 5.34% |
| Watertown | \$1,448,184 | \$1,452,141 | 0.27% |
| Brookings | \$1,332,619 | \$1,317,576 | -1.13% |
| Mitchell | \$1,138,201 | \$1,043,243 | -8.34% |
| Yankton | \$898,888 | \$881,111 | -1.98% |
| Pierre | \$829,261 | \$806,474 | -2.75% |
| Spearfish | \$728,939 | \$649,270 | -10.93% |
| Huron | \$623,211 | \$633,039 | 1.58% |
| Vermillion | \$370,695 | \$329,565 | -11.10% |
| Totals | \$27,073,919 | \$26,641,443 | -1.60% |

Yankton Taxable Sales and Sales Tax Receipts Due

Yankton Sales Tax (first and second penny combined)

| | 2014 | | 2015 | | 2016 | | 2017 | | | |
|---------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|-----------------|-----------------|----------------|
| | General Taxable Sales | General Tax Due | General Taxable Sales | General Tax Due | General Taxable Sales | General Tax Due | General Taxable Sales | General Tax Due | Monthly % Diff. | Accum. % Diff. |
| Jan | \$37,222,598 | \$749,786 | \$40,005,454 | \$800,502 | \$42,469,953 | \$850,457 | \$41,624,934 | \$832,527 | -2.11% | -2.11% |
| Feb | \$31,648,729 | \$633,225 | \$32,859,742 | \$657,372 | \$33,620,236 | \$672,805 | | | | |
| Mar | \$29,513,045 | \$590,302 | \$30,707,640 | \$614,617 | \$33,071,639 | \$666,827 | | | | |
| Apr | \$33,273,180 | \$665,480 | \$37,554,403 | \$753,857 | \$35,814,797 | \$717,021 | | | | |
| May | \$33,625,222 | \$673,896 | \$35,318,461 | \$707,146 | \$35,670,433 | \$713,445 | | | | |
| Jun | \$37,414,702 | \$751,694 | \$36,810,258 | \$738,560 | \$38,014,836 | \$764,051 | | | | |
| Jul | \$37,128,737 | \$742,737 | \$40,178,479 | \$805,573 | \$40,038,133 | \$800,806 | | | | |
| Aug | \$36,766,985 | \$735,478 | \$39,861,102 | \$800,036 | \$38,414,224 | \$771,508 | | | | |
| Sep | \$36,546,490 | \$732,052 | \$38,022,599 | \$760,707 | \$39,941,412 | \$800,981 | | | | |
| Oct | \$34,256,554 | \$685,536 | \$36,110,867 | \$723,851 | \$37,347,465 | \$747,035 | | | | |
| Nov | \$35,037,059 | \$700,923 | \$36,658,409 | \$733,577 | \$37,134,407 | \$743,292 | | | | |
| Dec | \$34,102,170 | \$682,094 | \$35,915,704 | \$720,336 | \$36,046,055 | \$721,999 | | | | |
| Totals | \$416,535,470 | \$8,343,204 | \$440,003,118 | \$8,816,135 | \$447,583,589 | \$8,970,226 | | | | |

Yankton BBB Sales Tax

| | 2014 | | 2015 | | 2016 | | 2017 | | | |
|---------------|---------------------|------------------|---------------------|------------------|---------------------|------------------|-------------------|-------------|-----------------|----------------|
| | BBB Taxable Sales | BBB Tax Due | BBB Taxable Sales | BBB Tax Due | BBB Taxable Sales | BBB Tax Due | BBB Taxable Sales | BBB Tax Due | Monthly % Diff. | Accum. % Diff. |
| Jan | \$4,129,855 | \$41,299 | \$4,947,368 | \$49,474 | \$4,843,075 | \$48,431 | \$4,858,386 | \$48,584 | 0.32% | 0.32% |
| Feb | \$4,476,315 | \$44,763 | \$5,052,952 | \$50,530 | \$4,734,979 | \$47,350 | | | | |
| Mar | \$3,726,348 | \$37,263 | \$4,039,693 | \$40,397 | \$4,928,340 | \$49,283 | | | | |
| Apr | \$4,183,524 | \$41,835 | \$4,626,338 | \$46,263 | \$4,735,739 | \$47,357 | | | | |
| May | \$4,421,539 | \$44,215 | \$4,636,808 | \$46,368 | \$5,058,772 | \$50,588 | | | | |
| Jun | \$4,737,920 | \$47,379 | \$5,276,114 | \$52,761 | \$5,452,029 | \$54,520 | | | | |
| Jul | \$5,024,248 | \$50,242 | \$5,681,807 | \$56,834 | \$5,588,416 | \$55,884 | | | | |
| Aug | \$5,539,603 | \$55,396 | \$6,266,342 | \$63,828 | \$6,106,205 | \$61,072 | | | | |
| Sep | \$5,946,973 | \$60,085 | \$5,903,828 | \$59,038 | \$5,658,190 | \$56,582 | | | | |
| Oct | \$4,644,113 | \$46,441 | \$4,882,161 | \$48,822 | \$5,665,879 | \$56,659 | | | | |
| Nov | \$4,736,866 | \$47,367 | \$4,940,215 | \$49,402 | \$5,156,961 | \$51,570 | | | | |
| Dec | \$4,266,560 | \$42,665 | \$4,212,060 | \$42,121 | \$4,369,933 | \$43,699 | | | | |
| Totals | \$55,833,864 | \$558,952 | \$60,465,686 | \$605,837 | \$62,298,518 | \$622,995 | | | | |

Municipal Tax Due for Returns Filed in January 2017 and 2016

| CITY | 2017 | 2016 | % Change | CITY | 2017 | 2016 | % Change |
|-------------|---------------|---------------|----------|------------|--------------|--------------|----------|
| Sioux Falls | 12,185,775.97 | 12,150,403.05 | 0.29 | Rapid City | 5,545,134.94 | 5,846,574.86 | -5.16 |
| Aberdeen | 1,798,112.96 | 1,706,942.32 | 5.34 | Watertown | 1,452,140.85 | 1,448,184.12 | 0.27 |
| Brookings | 1,317,576.21 | 1,332,618.94 | -1.13 | Mitchell | 1,043,242.53 | 1,138,201.10 | -8.34 |
| Yankton | 881,111.36 | 898,888.23 | -1.98 | Pierre | 806,474.08 | 829,261.06 | -2.75 |
| Spearfish | 649,269.76 | 728,938.81 | -10.93 | Huron | 633,039.31 | 623,211.44 | 1.58 |

| CITY | 2017 | 2016 | % | CITY | 2017 | 2016 | % | CITY | 2017 | 2016 | % |
|----------------|------------|------------|--------|-------------|------------|------------|--------|---------------|------------|------------|--------|
| Akaska | 1,667.49 | 2,421.70 | -31.14 | Crooks | 16,935.67 | 12,958.06 | 30.70 | Hosmer | 7,018.39 | 4,134.49 | 69.75 |
| Alcester | 17,042.92 | 28,452.95 | -40.10 | Custer | 91,674.85 | 92,349.14 | -0.73 | Hot Springs | 123,505.22 | 125,717.94 | -1.76 |
| Alexandria | 15,671.00 | 12,656.57 | 23.82 | Dallas | 4,029.98 | 3,605.31 | 11.78 | Hoven | 15,523.33 | 16,343.58 | -5.02 |
| Alpena | 10,613.31 | 13,319.97 | -20.32 | Davis | 1,163.99 | 2,744.38 | -57.59 | Howard | 38,543.27 | 35,034.97 | 10.01 |
| Andover | 1,853.06 | 1,978.85 | -6.36 | De Smet | 51,359.32 | 55,673.90 | -7.75 | Hudson | 15,076.80 | 10,317.70 | 46.13 |
| Arlington | 38,388.32 | 53,716.35 | -28.54 | Deadwood | 193,550.49 | 205,591.13 | -5.86 | Humboldt | 18,880.76 | 15,342.16 | 23.06 |
| Armour | 23,286.90 | 23,682.02 | -1.67 | Dell Rapids | 102,116.52 | 104,193.75 | -1.99 | Hurley | 4,882.84 | 4,943.37 | -1.22 |
| Artesian | 4,169.26 | 2,137.78 | 95.03 | Delmont | 5,039.82 | 4,959.49 | 1.62 | Interior | 1,967.45 | 1,846.19 | 6.57 |
| Ashton | 1,185.08 | 1,471.14 | -19.44 | Dimock | 4,840.21 | 4,825.61 | 0.30 | Ipswich | 45,337.58 | 51,781.51 | -12.44 |
| Astoria | 1,184.50 | 1,141.33 | 3.78 | Doland | 6,634.65 | 14,535.94 | -54.36 | Irene | 8,940.48 | 16,535.52 | -45.93 |
| Aurora | 7,644.13 | 6,654.60 | 14.87 | Dupree | 4,917.12 | 5,159.09 | -4.69 | Iroquois | 2,426.35 | 3,007.14 | -19.31 |
| Avon | 12,066.87 | 14,845.09 | -18.71 | Eagle Butte | 58,346.14 | 43,940.41 | 32.78 | Isabel | 6,597.16 | 7,957.89 | -17.10 |
| Baltic | 11,771.83 | 13,705.07 | -14.11 | Eden | 2,553.16 | 1,687.64 | 51.29 | Java | 1,703.93 | 1,883.32 | -9.53 |
| Belle Fourche | 239,750.28 | 228,285.43 | 5.02 | Edgemont | 21,997.67 | 23,544.50 | -6.57 | Jefferson | 12,193.45 | 9,645.87 | 26.41 |
| Belvidere | 3,539.84 | 1,392.41 | 154.22 | Egan | 3,794.06 | 3,675.84 | 3.22 | Kadoka | 18,442.89 | 21,874.45 | -15.69 |
| Beresford | 83,062.64 | 77,010.10 | 7.86 | Elk Point | 50,120.87 | 74,576.68 | -32.79 | Kennebec | 9,920.11 | 46,896.20 | -78.85 |
| Big Stone City | 23,853.56 | 28,331.17 | -15.80 | Elkton | 18,526.99 | 18,444.47 | 0.45 | Keystone | 12,656.24 | 9,029.06 | 40.17 |
| Bison | 16,784.05 | 19,290.01 | -12.99 | Emery | 15,088.61 | 11,702.89 | 28.93 | Kimball | 35,523.18 | 33,184.48 | 7.05 |
| Blunt | 3,423.39 | 4,089.06 | -16.28 | Estelline | 17,670.54 | 19,912.47 | -11.26 | Kranzburg | 3,103.49 | 2,654.58 | 16.91 |
| Bonesteel | 6,736.98 | 6,482.23 | 3.93 | Ethan | 25,681.26 | 14,727.76 | 74.37 | La Bolt | 1,683.18 | 1,620.48 | 3.87 |
| Bowdle | 13,116.87 | 12,832.26 | 2.22 | Eureka | 23,854.92 | 30,147.78 | -20.87 | Lake Andes | 13,404.19 | 12,275.97 | 9.19 |
| Box Elder | 137,521.99 | 133,985.95 | 2.64 | Fairfax | 3,455.53 | 2,482.07 | 39.22 | Lake Norden | 27,738.06 | 15,973.80 | 73.65 |
| Brandon | 275,030.33 | 276,569.80 | -0.56 | Fairview | 877.33 | 466.81 | 87.94 | Lake Preston | 13,522.51 | 15,028.39 | -10.02 |
| Brandt | 2,552.71 | 1,988.83 | 28.35 | Faith | 18,124.96 | 20,260.92 | -10.54 | Langford | 5,922.68 | 6,434.34 | -7.95 |
| Bridgewater | 7,461.88 | 7,371.82 | 1.22 | Faulkton | 36,909.98 | 28,773.71 | 28.28 | Lead | 57,661.45 | 63,582.21 | -9.31 |
| Bristol | 4,878.07 | 6,118.21 | -20.27 | Flandreau | 77,095.64 | 62,186.24 | 23.98 | Lemmon | 54,359.84 | 83,377.36 | -34.80 |
| Britton | 63,620.82 | 65,771.47 | -3.27 | Florence | 4,372.53 | 3,662.55 | 19.38 | Lennox | 52,555.59 | 51,929.55 | 1.21 |
| Bruce | 2,648.93 | 2,810.62 | -5.75 | Fort Pierre | 107,114.85 | 153,697.00 | -30.31 | Leola | 10,031.38 | 14,285.81 | -29.78 |
| Bryant | 12,450.36 | 12,838.65 | -3.02 | Frankfort | 4,520.95 | 2,077.13 | 117.65 | Lesterville | 2,487.68 | 5,489.49 | -54.68 |
| Buffalo | 18,586.28 | 20,456.06 | -9.14 | Frederick | 2,962.02 | 3,087.13 | -4.05 | Letcher | 3,309.36 | 2,785.48 | 18.81 |
| Buffalo Chip | 2,466.60 | | 0.00 | Freeman | 60,568.23 | 51,042.86 | 18.66 | Madison | 319,862.60 | 291,684.29 | 9.66 |
| Burke | 23,888.02 | 23,105.27 | 3.39 | Garretson | 30,060.15 | 35,533.81 | -15.40 | Marion | 23,202.51 | 23,292.38 | -0.39 |
| Camp Crook | 411.30 | 859.90 | -52.17 | Gary | 5,813.41 | 4,842.16 | 20.06 | Martin | 41,401.90 | 46,592.15 | -11.14 |
| Canistota | 15,055.09 | 16,490.27 | -8.70 | Gayville | 4,485.88 | 5,872.43 | -23.61 | McIntosh | 4,238.04 | 3,992.47 | 6.15 |
| Canova | 2,343.99 | 2,188.85 | 7.09 | Geddes | 5,114.18 | 4,759.72 | 7.45 | McLaughlin | 9,655.66 | 3,291.96 | 193.31 |
| Canton | 92,095.57 | 91,583.24 | 0.56 | Gettysburg | 43,094.13 | 44,520.62 | -3.20 | Mellette | 5,664.45 | 5,806.72 | -2.45 |
| Carthage | 4,145.70 | 4,437.32 | -6.57 | Glenham | 1,669.83 | 2,946.42 | -43.33 | Menno | 29,298.63 | 19,203.59 | 52.57 |
| Castlewood | 13,747.49 | 12,875.16 | 6.78 | Gregory | 65,587.16 | 65,705.47 | -0.18 | Midland | 10,801.04 | 7,769.16 | 39.02 |
| Cavour | 1,695.55 | 2,051.61 | -17.36 | Grenville | 1,177.24 | 1,065.94 | 10.44 | Milbank | 221,703.14 | 237,234.16 | -6.55 |
| Centerville | 14,081.98 | 16,980.38 | -17.07 | Groton | 58,594.10 | 45,350.89 | 29.20 | Miller | 60,454.11 | 69,338.52 | -12.81 |
| Central City | 6,063.12 | 7,424.00 | -18.33 | Harrisburg | 110,133.87 | 80,629.27 | 36.59 | Mission | 42,968.67 | 42,852.40 | 0.27 |
| Chamberlain | 120,271.18 | 138,756.24 | -13.32 | Harrold | 4,618.14 | 21,932.36 | -78.94 | Mobridge | 181,088.86 | 166,659.11 | 8.66 |
| Chancellor | 5,695.04 | 6,721.53 | -15.27 | Hartford | 77,023.54 | 66,847.09 | 15.22 | Monroe | 979.10 | 1,368.36 | -28.45 |
| Clark | 38,059.40 | 40,124.55 | -5.15 | Hayti | 5,933.77 | 6,713.04 | -11.61 | Montrose | 6,747.55 | 6,605.72 | 2.15 |
| Clear Lake | 51,357.51 | 43,635.13 | 17.70 | Hazel | 1,122.22 | 828.50 | 35.45 | Morristown | 740.04 | 2,212.15 | -66.55 |
| Colman | 16,736.21 | 14,104.55 | 18.66 | Hecla | 5,483.92 | 4,627.78 | 18.50 | Mound City | 1,517.28 | 1,999.16 | -24.10 |
| Colome | 8,755.91 | 6,119.67 | 43.08 | Henry | 2,926.30 | 2,172.70 | 34.68 | Mount Vernon | 6,790.27 | 6,070.95 | 11.85 |
| Colton | 9,762.90 | 9,345.03 | 4.47 | Hermosa | 13,667.26 | 12,239.61 | 11.66 | Murdo | 30,997.21 | 35,304.48 | -12.20 |
| Columbia | 2,369.71 | 2,015.62 | 17.57 | Herreid | 42,534.87 | 20,100.96 | 111.61 | New Effington | 4,400.97 | 5,635.19 | -21.90 |
| Conde | 2,388.72 | 1,846.32 | 29.38 | Highmore | 32,280.94 | 34,850.28 | -7.37 | New Underwood | 10,590.25 | 11,068.81 | -4.32 |
| Corona | 1,502.46 | 1,236.17 | 21.54 | Hill City | 38,961.99 | 40,684.28 | -4.23 | Newell | 17,611.43 | 17,573.31 | 0.22 |
| Corsica | 27,900.50 | 26,886.25 | 3.77 | Hitchcock | 1,783.76 | 1,729.61 | 3.13 | Nisland | 2,182.99 | 1,624.27 | 34.40 |

Municipal Tax Due for Returns Filed in January 2017 and 2016

| CITY | 2017 | 2016 | % Change |
|-------------|---------------|---------------|----------|
| Sioux Falls | 12,185,775.97 | 12,150,403.05 | 0.29 |
| Aberdeen | 1,798,112.96 | 1,706,942.32 | 5.34 |
| Brookings | 1,317,576.21 | 1,332,618.94 | -1.13 |
| Yankton | 881,111.36 | 898,888.23 | -1.98 |
| Spearfish | 649,269.76 | 728,938.81 | -10.93 |

| CITY | 2017 | 2016 | % Change |
|------------|--------------|--------------|----------|
| Rapid City | 5,545,134.94 | 5,846,574.86 | -5.16 |
| Watertown | 1,452,140.85 | 1,448,184.12 | 0.27 |
| Mitchell | 1,043,242.53 | 1,138,201.10 | -8.34 |
| Pierre | 806,474.08 | 829,261.06 | -2.75 |
| Huron | 633,039.31 | 623,211.44 | 1.58 |

| CITY | 2017 | 2016 | % | CITY | 2017 | 2016 | % |
|------------------|------------|------------|--------|--------------------|------------|------------|--------|
| North Sioux City | 198,592.33 | 199,162.07 | -0.29 | Vermillion | 329,564.80 | 370,695.20 | -11.10 |
| Oacoma | 35,204.89 | 61,620.11 | -42.87 | Viborg | 25,902.71 | 19,861.62 | 30.42 |
| Oldham | 1,409.16 | 2,217.22 | -36.44 | Volga | 40,007.18 | 38,507.97 | 3.89 |
| Olivet | 1,202.93 | 1,208.76 | -0.48 | Volin | 1,875.75 | 1,988.04 | -5.65 |
| Onida | 22,749.29 | 24,814.83 | -8.32 | Wagner | 70,756.62 | 70,962.89 | -0.29 |
| Orient | 1,294.24 | 1,018.80 | 27.04 | Wakonda | 7,542.92 | 7,796.79 | -3.26 |
| Parker | 31,049.11 | 32,062.61 | -3.16 | Wall | 95,962.34 | 65,014.86 | 47.60 |
| Parkston | 65,321.59 | 59,883.59 | 9.08 | Wallace | 747.41 | 782.62 | -4.50 |
| Peever | 1,491.63 | 1,124.27 | 32.88 | Ward | 1,786.55 | 2,671.09 | -33.12 |
| Philip | 44,758.86 | 49,333.64 | -9.27 | Warner | 6,971.29 | 7,161.68 | -2.66 |
| Pickstown | 4,538.48 | 3,635.72 | 24.83 | Wasta | 558.58 | 321.23 | 73.89 |
| Piedmont | 18,519.45 | 19,572.84 | -5.38 | Waubay | 10,913.10 | 10,577.32 | 3.17 |
| Pierpont | 2,261.12 | 1,479.95 | 52.78 | Webster | 92,854.61 | 82,372.55 | 12.73 |
| Plankinton | 16,650.57 | 18,517.47 | -10.08 | Wentworth | 4,315.91 | 7,180.45 | -39.89 |
| Platte | 65,338.21 | 62,624.56 | 4.33 | Wessington | 5,933.13 | 5,923.15 | 0.17 |
| Pollock | 16,686.72 | 16,453.48 | 1.42 | Wessington Springs | 32,392.55 | 35,485.92 | -8.72 |
| Presho | 19,561.31 | 18,380.65 | 6.42 | Westport | 1,482.84 | 1,515.24 | -2.14 |
| Pringle | 2,196.10 | 1,410.06 | 55.75 | White | 7,537.07 | 7,852.64 | -4.02 |
| Pukwana | 3,617.42 | 3,711.94 | -2.55 | White Lake | 11,186.42 | 10,251.04 | 9.12 |
| Quinn | 622.42 | 695.69 | -10.53 | White River | 12,194.27 | 13,137.40 | -7.18 |
| Ramona | 3,317.21 | 1,397.67 | 137.34 | Whitewood | 24,248.64 | 20,750.07 | 16.86 |
| Redfield | 83,307.80 | 92,527.26 | -9.96 | Willow Lake | 8,255.56 | 12,070.82 | -31.61 |
| Reliance | 5,236.22 | 21,236.89 | -75.34 | Wilmot | 10,539.69 | 10,928.90 | -3.56 |
| Reville | 1,300.35 | 5,369.65 | -75.78 | Winner | 168,197.14 | 162,971.87 | 3.21 |
| Roscoe | 9,201.29 | 17,904.76 | -48.61 | Witten | 3,353.22 | 689.23 | 386.52 |
| Rosholt | 7,460.09 | 7,358.86 | 1.38 | Wolsey | 12,479.93 | 11,780.66 | 5.94 |
| Roslyn | 3,179.26 | 3,145.64 | 1.07 | Wood | 1,482.39 | 1,172.83 | 26.39 |
| Saint Lawrence | 3,837.37 | 6,377.49 | -39.83 | Woonsocket | 16,436.36 | 16,797.55 | -2.15 |
| Salem | 44,074.58 | 42,304.33 | 4.18 | Worthing | 12,286.83 | 12,272.47 | 0.12 |
| Scotland | 25,366.62 | 23,878.36 | 6.23 | Yale | 748.76 | 1,440.02 | -48.00 |
| Selby | 18,220.22 | 18,753.84 | -2.85 | | | | |
| Sherman | 450.40 | 537.64 | -16.23 | | | | |
| Sisseton | 106,763.99 | 103,344.40 | 3.31 | | | | |
| South Shore | 1,043.28 | 789.45 | 32.15 | | | | |
| Spencer | 1,457.22 | 2,125.82 | -31.45 | | | | |
| Springfield | 16,756.86 | 17,455.16 | -4.00 | | | | |
| Stickney | 10,409.02 | 11,301.76 | -7.90 | | | | |
| Stratford | 2,573.56 | 2,264.54 | 13.65 | | | | |
| Sturgis | 265,426.61 | 262,770.91 | 1.01 | | | | |
| Summerset | 41,089.97 | 38,801.82 | 5.90 | | | | |
| Summit | 12,932.82 | 11,891.22 | 8.76 | | | | |
| Tabor | 8,441.07 | 7,691.26 | 9.75 | | | | |
| Tea | 110,745.38 | 112,079.36 | -1.19 | | | | |
| Timber Lake | 18,355.31 | 14,856.99 | 23.55 | | | | |
| Toronto | 4,209.59 | 4,168.59 | 0.98 | | | | |
| Trent | 1,177.62 | 1,538.43 | -23.45 | | | | |
| Tripp | 10,268.62 | 11,506.82 | -10.76 | | | | |
| Tulare | 6,380.64 | 4,827.67 | 32.17 | | | | |
| Tyndall | 27,738.06 | 23,686.82 | 17.10 | | | | |
| Utica | 2,628.44 | 682.57 | 285.08 | | | | |
| Valley Springs | 8,632.41 | 9,474.13 | -8.88 | | | | |
| Veblen | 9,764.32 | 16,119.82 | -39.43 | | | | |

The dollar amounts in this report are a result of municipal tax due and municipal gross receipts tax due reported on the SD tax returns. These figures include amounts paid through Audits.

Figure compiled by SD Dept. of Revenue

Memorandum #17-37

To: City Manager
From: Finance Department
Date: February 22, 2017
Subject: Riverboat Days License Applications.

We have received the following application from the Riverboat Days Committee:

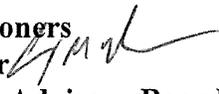
1. Transient Merchant – August 18-20, 2017
2. Special Events Dance – Riverside Park Ball Diamond –
August 18-20, 2017 - \$15.00 (City Hall Auditorium will be used as a
rain date.)

All fees have been paid and proof of insurance has been furnished.



Al Viereck
Finance Officer

Memorandum No. 17-42

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Recommendation for Park Advisory Board
DATE: February 16, 2017

An opening on the Park Advisory Board has become open due to lack of attendance by the individual. Since appointments to committees and advisory boards is the prerogative of the Mayor with the consent of the Commission, Mayor Gross is submitting the following name to fill the balance of the term and requests the Commission's concurrence.

Dr. David Withrow – Park Advisory Board – 2019

Recommendation: Approve the above name to the Advisory Board to complete the remaining term.

_____ Voice vote

Memorandum #17-33

To: City Manager
From: Finance Department
Date: February 22, 2017
Subject: Special Events Malt Beverage License for Riverboat Days.

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 3 days, August 18-20, 2017 from Yankton Area Riverboat Days, Inc. (Milissa Wuebben, Treasurer), Riverside Park, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum #17-34

To: City Manager
From: Finance Department
Date: February 22, 2017
Subject: Special Events Malt Beverage License for Riverboat Days.

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 3 days, August 18-20, 2017 from Yankton Area Riverboat Days, Inc. (Milissa Wuebben, Treasurer), City Hall Auditorium, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum #17-38

To: City Manager
From: Finance Department
Date: February 22, 2017
Subject: Special Events RETAIL (on-sale) Liquor License-O'Malley's

We have received an application for a Special Events (on-sale) Liquor License for 1 day, March 25, 2017 from Dayhuff Enterprises, Inc., (Jeff Dayhuff, President) d/b/a O'Malley's Bar, Lewis & Clark Theatre Company, 328 Walnut Street, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

____ Voice vote

Memorandum #17-39

To: City Manager
From: Finance Department
Date: February 22, 2017
Subject: Special Events Malt Beverage/Wine License-The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, July 2, 2017, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

_____ Voice vote

Memorandum #17-40

To: City Manager
From: Finance Department
Date: February 22, 2017
Subject: Special Events Malt Beverage License-The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 1 day, March 17, 2017, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum #17-18

To: Amy Nelson, City Manager
From: Mike Roinstead, Airport Supervisor
Subject: Airport Hangar #31 Land Lease Agreement Transfer from Hoffner Flying Inc. to Driftwood Creek Flying Club LLC
Date: January 24, 2017

We have received a request to transfer a land lease for a private hangar owned by Jacob Hoffner d/b/a Hoffner Flying Inc. to Kynan Trail d/b/a Driftwood Creek Flying Club LLC for Hangar #31 as shown on the 2007 Airport Layout Plan. The land lease is assignable by the lessee subject to the approval by the City of Yankton.

Attached is an Assigned Lease Agreement signed by Kynan Trail d/b/a Driftwood Creek Flying Club LLC and Jacob Hoffner d/b/a Hoffner Flying Inc. Until the time of expiration, the terms and conditions of the lease remain in place and can be transferred subject to the approval of the City of Yankton.

The attached Resolution #17-05 supporting the reassignment of the lease to Kynan Trail d/b/a Driftwood Creek Flying Club LLC is recommended for approval.

Respectfully submitted,

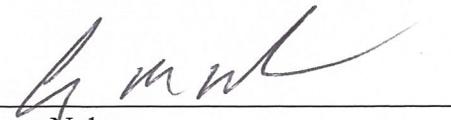


Mike Roinstead
 Airport Supervisor

Recommendation: It is recommended that the City Commission approve Resolution #17-05 and the Assigned Lease Agreement to transfer the airport hangar #31 land lease from Jacob Hoffner d/b/a Hoffner Flying Inc. to Kynan Trail d/b/a Driftwood Creek Flying Club LLC as explained in Memorandum #17-18.

I concur with the recommendation.

I do not concur with the recommendation.



 Amy Nelson
 City Manager

cc: Dave Mingo

____ Roll call

RESOLUTION #17-05

A RESOLUTION TRANSFERRING A HANGAR LAND LEASE AGREEMENT FROM HOFFNER FLYING INC TO DRIFTWOOD CREEK FLYING CLUB LLC

WHEREAS, The City of Yankton has been given the authority to approve the airport hangar ground lease agreement transfer for the airport hangar #31 owned by Jacob Hoffner d/b/a Hoffner Flying Inc.; and,

WHEREAS, Kynan Trail d/b/a Driftwood Creek Flying Club LLC wishes to assume ownership of the hangar from Jacob Hoffner d/b/a Hoffner Flying Inc.; and,

WHEREAS, Kynan Trail d/b/a Driftwood Creek Flying Club LLC has signed an agreement assuming the responsibilities and obligations of the current lease agreement; and,

WHEREAS, it is in the best interest of the City of Yankton and the operations of Chan Gurney Airport to approve the transfer of the ownership of this airport hangar and to approve the assignment of the land lease agreement to Kynan Trail d/b/a Driftwood Creek Flying Club LLC,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that the transfer of the ownership of the airport hangar and the assignment of the land lease agreement from Jacob Hoffner d/b/a Hoffner Flying Inc. to Kynan Trail d/b/a Driftwood Creek Flying Club LLC is hereby approved.

Adopted:

By: C.N. Gross, Mayor
City of Yankton

ATTEST:

Al Viereck
Finance Officer

**ASSIGNED LEASE AGREEMENT
FOR HANGAR #31 AS SHOWN ON THE 2007 AIRPORT LAYOUT PLAN**

WHEREAS, the attached lease agreement was made and entered into on the 22nd day of April, 2013 between the City of Yankton, a municipal corporation, and Randy DeRaad; and,

WHEREAS, Jacob Hoffner d/b/a Hoffner Flying Inc. purchased said hangar from Randy DeRaad; and,

WHEREAS, Kynan Trail d/b/a Driftwood Creek Flying Club LLC purchased said hangar from Jacob Hoffner d/b/a Hoffner Flying Inc.; and,

WHEREAS, said lease agreement of this hangar is assignable by lessee subject to approval of the City of Yankton.

NOW, THEREFORE, I Jacob Hoffner d/b/a Hoffner Flying Inc., hereby assign the leasehold interests of the lessee including all rights, responsibilities, and obligations of said lease according to the terms therein to Kynan Trail d/b/a Driftwood Creek Flying Club LLC.

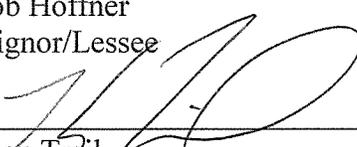
NOW, THEREFORE, I Kynan Trail d/b/a Driftwood Creek Flying Club LLC, as assignee, hereby agrees to assume all rights, responsibilities, and obligations of said lessee according to the terms of the lease therein.

IN TESTIMONY WHEREOF, all parties have hereunto set their hands the day and year first above written.

By: C. N. Gross, Mayor
City of Yankton



Jacob Hoffner
Assignor/Lessee



Kynan Trail
Assignee/Lessee

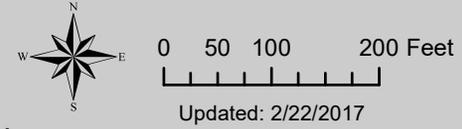
ATTEST:

Al Viereck
Finance Officer

Chan Gurney Airport Leases



- 1. City of Yankton Hangar
- 3. Barrel Hangar Bldg.
Any Border, LLC. (Mark Yonke)
Dr. James Kerr
Lucas Marts
Nohr Aviation, LLC. (Rodney Nohr)
Randy DeRaad
Scott S. Olson
Skorpik's Inc.
- 4. Office Space Terminal Bldg.
- 5. City of Yankton Crash Bldg.
- 6. S&H Partnership
- 8. Crop Dusters
- 10. Ricky Daugherty
- 11. Keith Toczek & Julius Larson
- 12. Harold & Angela Schramm
- 13. Keith & Diane Toczek
- 14. Keith Toczek & Julius Larson
- 15. Chris Nelson
- 16. Allen Fenner
- 17. Yankton Flyers, LLC
- 18. James P. Eisenmenger
- 19. Thomas Laird
- 20. Yankton Air (Dave Tunge)
- 21. Mark Hunhoff
- 22. City of Yankton Electrical Bldg.
- 23. City of Yankton Maintenance Bldg.
- 24. T Hangar Bldg.
1. Bill Mount
2. Dave Tunge
3. Terry Hacecky
4. Yankton Area Aviators, Inc.
5. John Lillevold
6. Skip VanDerhule & Jim Cox
- 25. Hoffner Flying Inc. (Jake Hoffner)
- 26. Corporate Hangar (KPI & Crop Dusters)
- 27. Larry Clark
- 28. Dr. Robert Neumayr
- 29. Gene Ebnetter, Dave Kline, & Mark Yonke Revocable Trust
- 30. Becker Flying Service, Inc.
- 31. Dr. Kynan Trail
- 32. Myles Tieszen
- 33. Centerline, LLC (Dan Specht)
- 34. Chris Nelson
- 35. Phil Spady



Memorandum #17-30

To: Amy Nelson, City Manager
From: Todd R. Larson, Director of Parks, Recreation & City Events
Date: February 22, 2017
Subject: John Deere 7500A Precision Cut Fairway Mower

The State of South Dakota participates in the cooperative purchasing agreements through its membership in the **National Association of State Purchasing Officials (NASPO ValuePoint)**. These cooperative purchasing agreements were established through a competitive bidding process.

Entities eligible to make purchases from these price agreements include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

The golf course would like to purchase two (2) John Deere 7500A Precision Cut Fairway Mowers. The current three (3) fairway mowers that will be replaced were purchased in 2000, 2001, and 2002. The adopted replacement plan for fairway mowers is seven (7) years so these three mowers should have been replaced starting in 2007. The three current fairway mowers will be traded in for a total trade-in allowance of \$8,887.00.

There was \$52,000 budgeted in each year of 2016, 2017, and 2018 to replace the three fairway mowers. Rockie Wampol, the Course Superintendent, has determined that the course can reduce its fairway fleet to two mowers.

The new mowers costs \$49,435 each. The cost of both mowers would be \$98,870.00 minus the trade-in allowance of \$8,887.00 for a total cost of \$89,983.00.

Each year the golf capital improvement plan budget is adjusted based on priority needs determined by the maintenance staff. These mowers would be the only course maintenance equipment purchases in 2017 barring any complete failures of other maintenance equipment.

Recommendation: It is recommended that the City Commission allow Fox Run Golf Course to purchase the two (2) John Deere 7500A Precision Cut Fairway Mowers for the price of \$89,983.00.

Respectfully submitted,



Todd R. Larson
Director of Parks, Recreation & City Events

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

Memorandum #17-44

To: Amy Nelson, City Manager
From: Todd Larson, Director of Parks, Recreation, & City Events
Subject: Permission to Host the Midwest Region Park and Recreation Association Conference
Date: February 22, 2017

The Department of Parks, Recreation, & City Events would like permission to host the 2018 Midwest Region Park and Recreation Association Conference on Sunday, April 22 to Wednesday, April 25.

The conference attendance by delegates and exhibitors ranges from 130 people to 200 people with an eight-year average of 150 people. Delegates are from the states of North Dakota, South Dakota, Nebraska, Kansas, Colorado, and Wyoming.

In reviewing the 2016 Conference expenses and revenues, the expenses totaled approximately \$39,500 and revenues totaled approximately \$40,200 for a net profit of approximately \$700. The 2016 conference was held in Omaha, NE.

The Department will use staff to plan and administer the conference, staff will attend the conference, and overtime may be required depending on daily activities at the conference.

The Department will also ask that \$5,000 be budgeted during the 2018 budget process to allow for any expenses that may not be covered by conference revenues.

It is the recommendation of the Parks and Recreation Department and the Parks Advisory Board to grant permission to host the Midwest Conference in 2018.

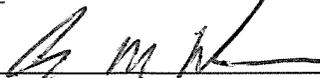
Respectfully submitted,



Todd R Larson
Director of Parks, Recreation, & City Events

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

***Introduction, First Reading and Establish
the Date for a Public Hearing***

Memorandum #17-41

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Proposed Rezoning, Ordinance #994.
Date: February 16, 2017

PROPOSED REZONING

ACTION NUMBER: 17-07

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Concrete Materials.

ADDRESS / LOCATION: 2210 Alumax Road (ref attached map and below legal description).

PROPERTY DESCRIPTION & REZONING REQUEST:

Rezone from A-1 Agricultural to I-1 Industrial in the City's extraterritorial jurisdiction on Lot D in Yaggies Third Addition, excluding the approximate 30' wide by 650' long access to Whiting Drive in Section 9, T93N, R55W, Yankton County, South Dakota.

PREVIOUS ACTION: Initial adoption of the extraterritorial zoning regulations in 2000.

COMMENTS: The proposed rezoning is owner initiated. The required petition was submitted with adequate signatures to commence the process of considering the change. Because of the large lots in the area, only signatures representing three properties were needed to complete the petition. Signatures representing four properties were submitted. The purpose of the owner's request is to enable the existing Concrete Materials business to expand to the north approximately 330 feet on property that they own. The site is an odd configuration because it was an old farmstead.

The City's Comprehensive Plan calls for the east Yankton area to be developed primarily as larger lot, higher intensity uses (industrial and heavy commercial). Some of the land in the area is also projected to be "Rural Mixed-Use" which provides for a multitude of uses including industrial. The City has seen steady growth in the industrial sectors that have occupied the east Yankton industrial area and others throughout the community. A rezoning such as this would represent an incremental step in providing for continued industrial investment in the community.

The east Yankton area under consideration in this proposal lends itself well to industrial occupancies. The area is flat and therefore better divided into large lots for storm water management purposes. The area also possesses the necessary trunk infrastructure lines to service large utility users. Water, sanitary sewer, electrical and natural gas lines in the area have large capacities. The possibility of providing rail access is also a very important element making the area desirable for industrial purposes.

Staff was visited by Mr. Mark Keehr, the owner of the home at 2300 Whiting Drive. He stated his opposition to the proposed rezoning and any other increase in industrial uses in the area. Staff discussed the developing industrial nature of the east side of the community with Mr. Keehr. Mr. Keehr's property is approximately 730 feet away from the proposed rezoning, on the north side of Whiting Drive, so he was not required to be individually notified of the request (individual notification is required to landowners within 250 feet of a proposed rezoning). Mr. Keehr asked if the driveway portion of the parcel was not included in the rezoning in an effort to not require him to be notified. Staff stated that was not the case. There are many instances where zoning district designations do not follow property lines. Zoning is a land use and planning tool and those purposes do not always match up with property lines / ownership boundaries. Mr. Keehr also asked about the possibility of trucks using the single lane driveway access to Whiting Drive. The applicant has stated that they do not plan to drive trucks on the driveway as it is not capable of handling heavy traffic. However, there would be nothing that would preclude them from driving trucks there in the future because Whiting Drive is on the County Primary Highway System and is therefore designated for truck usage.

Staff recommends approval of the proposed rezoning

HEARING SCHEDULE:

- January 9, 2017: Planning Commission established February 13, 2017 as the date for public hearing for the proposed rezoning.
- February 13, 2017: Planning Commission holds public hearing and makes a recommendation to the City Commission.
- February 27, 2017: City Commission introduces the ordinance and establishes March 27, 2017 as the date for public hearing.
- March 27, 2017: City Commission holds a public hearing and makes the final decision. A super majority (6-3) vote of the City Commission cannot be protested out by the neighborhood. A simple majority (5-4) could be. Hearing continued to a future date.
- April 7, 2017: Ordinance published.
- April 27, 2017: Effective date

Planning Commission results: The Planning Commission recommended approval of the proposed ETJ rezoning.

Post Planning Commission Meeting Staff Note: The rezoning applicant and the owner of the

residence 750 feet north of the proposal have met to discuss the project. The applicant has agreed to leave a row of trees on the north side of the applicant's property to help screen the view of the expanding concrete plant from the north.

ORDINANCE NO. 994

AN ORDINANCE TO REZONE PROPERTY DESCRIBED HEREIN

BE IT ORDAINED, BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF YANKTON, SOUTH DAKOTA THAT THE FOLLOWING DESCRIBED PROPERTY IN THE CITY'S EXTRATERRITORIAL ZONING JURISDICTION HAS BEEN REZONED:

Section 1.

From A-1 Agricultural to I-1 Industrial in the City's extraterritorial jurisdiction on Lot D in Yaggies Third Addition, excluding the approximate 30' wide by 650' long access to Whiting Drive in Section 9, T93N, R55W, Yankton County, South Dakota. Address 2210 Alumax Road. Concrete Materials, owner.

As depicted on the associated Rezoning Location Map.

Section 2. Saving Clause.

Should any section, clause, or provision of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. Effective Clause.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Adopted:

1st Reading:

2nd Reading:

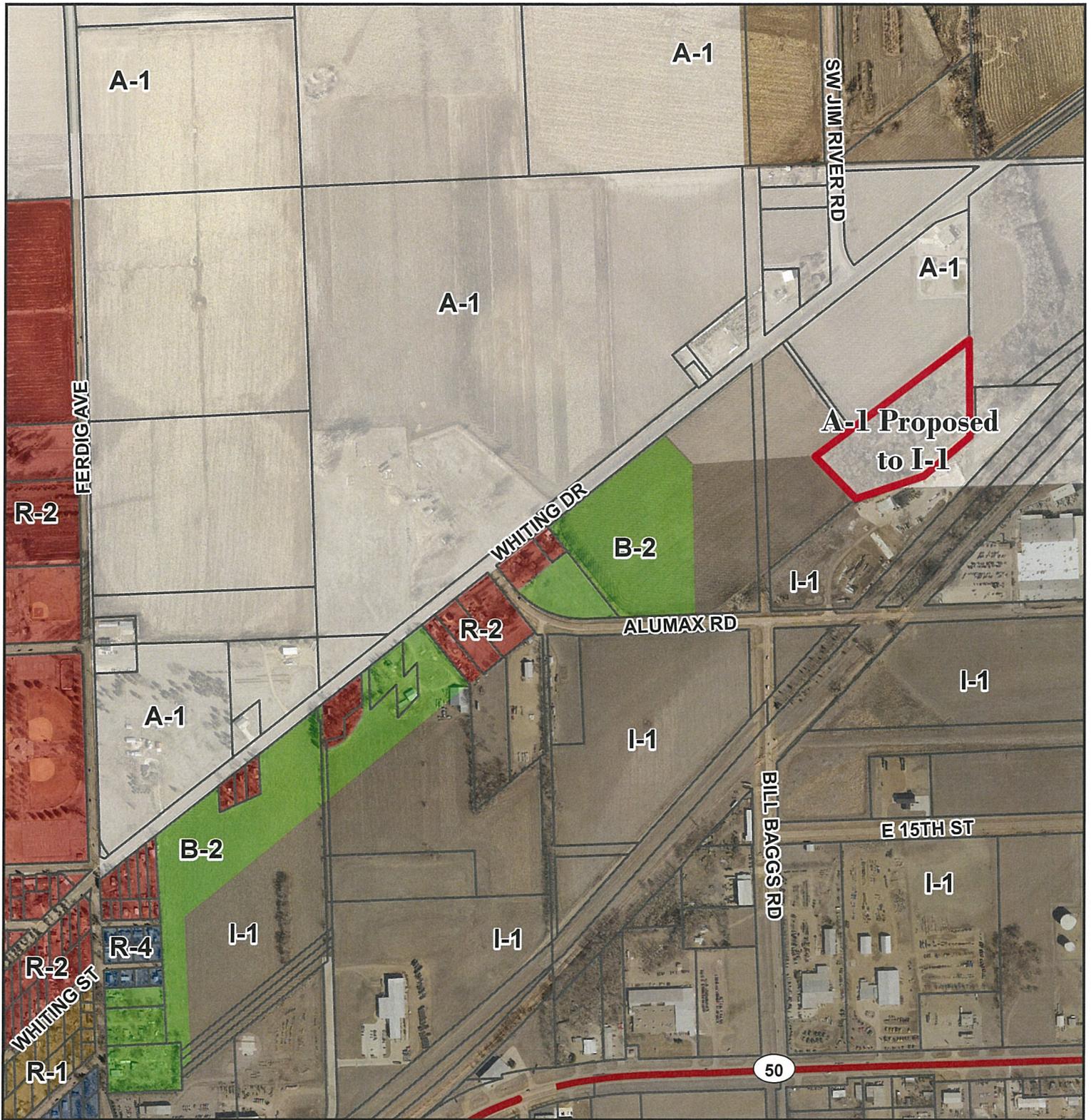
Publication Date:

Effective Date:

C. N. Gross, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

Proposed ETJ Rezone from A-1 Agricultural to I-1 Industrial

Lot D in Yaggies Third Addition, Excluding the Approximate
30' wide by 650' long access to Whiting Drive in Section 9, Township 93, Range 55
in the City of Yankton, South Dakota



City of Yankton
City Planning Commission
Yankton, SD 57078

Re: Rezoning of Property

Dear Commission Members:

This letter is a formal request for the Planning Commission and City Commission to take action that will change the zoning of the following described property:

Address: 2209 Whiting Dr

Legal Description: Lot D, Yaggies Third Addition except 30'x650' access
9-93-55

which I own, from the existing zoning of ETS A-1 Agricultural, to a new a new zoning classification of ETS I-1 Industrial.

The reason for the zoning change is: To allow I-1 land uses
the expansion of the cement plant

Thank you for your consideration.,

Dated this 14 day of December, 2016

Andy Hain
signature

Andy Hain - Concrete Materials
printed / typed name

2210 Alumac Rd
Yankton, SD

address

ZONING ORDINANCE NO. 711 SECTION XIII REZONING

Prior to the introduction of any ordinance proposing changes in the Zoning Ordinance there shall first be filed with the City Finance Officer the written consent of forty (40) percent of the owners of equity in the lots included in any proposed district and the lands within two hundred and fifty feet (250) from any part of such proposed district measured by excluding streets and alleys.

A corporation shall be construed to be a sole owner. When parcels of land are in the name of more than one person, ownership representation shall be in proportion to the number of signers who join in the petition in relation to the number of owners.

Proposed changes introduced by the City of Yankton, a municipal corporation and properties within one year after annexation shall be exempt from the provisions of this Section.

A fee of one hundred dollars, (\$150), is required for processing this Rezoning request. If it is a second request for the same property in less than twelve (12) months, the fee is three hundred dollars (\$300).

City Receipt Account Number 101.3231



DEC 21 2016

CITY OF YANKTON

PETITION TO INITIATE REZONING

We, the undersigned real estate owners, each owning property within two hundred and fifty (250) feet of the below described property, excluding streets and alleys, hereby give our consent to rezoning:

Address: 2209 Whiting Dr

Legal Description: Lot D, Yaggies Third Addition
except 30' x 650' access 9-23-55

From the existing zoning of ETS A-1 Agricultural, to a new a new zoning classification of ETS I-1 Industrial.

By signing this petition, the below property owners do not waive their right to legally protest this rezoning request at a later date.

| Signature of Owner | Printed Name and Address of Owner |
|-----------------------|---|
| 1. <u>[Signature]</u> | <u>YANKTON AREA PROGRESS GROWTH</u> <u>803 E. 4TH ST. YANKTON, SD</u> |
| 2. <u>[Signature]</u> | <u>Northwestern Energy</u> <u>313 Cedar Street, Yankton SD</u> |
| 3. <u>[Signature]</u> | <u>Sweetman Const. DBA - Concrete Materials</u> <u>2210 Alumas Rd, Yankton, SD</u> |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |

3 properties need to be represented by signature for this petition to be valid.
On properties where more than one owner is listed, all listed owners must sign in order for that property to be represented on this petition.

Memorandum # 17-49

To: Amy Nelson, City Manager
From: Joe Morrow, Building Official
Subject: Sidewalk Café 215 W 3rd Street Suite A, Willa B's.
Date: February 21, 2017

Attached is a Sidewalk Café Permit application along with a site drawing detailing the location of items to be located on the sidewalk.

Sidewalk Cafés are permitted in defined areas of a B-3 Central Business District. Several considerations included in the approval of permits are:

- Outdoor food or beverage sales and dining may only occur on the sidewalks that are adjacent to the building or structure in which the business is located.
- A five foot wide pedestrian zone must be maintained, not including the curb zone, the two foot area nearest the curb.
- The pedestrian zone shall be kept easily navigable.
- Once approved, the location of the pedestrian zone cannot change without City Commission action in the form of an amendment to the existing permit, or as part of the annual renewal process.
- No food or beverage service devices can be attached to the sidewalk or other public areas.
- All equipment must be moved indoors during non-business hours, unless the tables and chairs are secured in an approved manner or constructed of such material and placed so that they cannot be inadvertently moved or blown by the wind.

It is recommended that the City Commission approve the attached Sidewalk Permit Application for Willa B's, located at 215 West 3rd Street, Suite A.

Respectfully Submitted,


Joe Morrow
Building Official

Recommendation: It is recommended that the City Commission approve Memorandum #17-49 approving a Sidewalk Café Permit for Willa B's, located at 215 West 3rd Street.

X I concur with this recommendation.

_____ I do not concur with this recommendation.



Amy Nelson
City Manager

_____ Roll Call

CITY OF YANKTON

Sidewalk Cafe Permit Application

Annual permit for calendar year: 2017

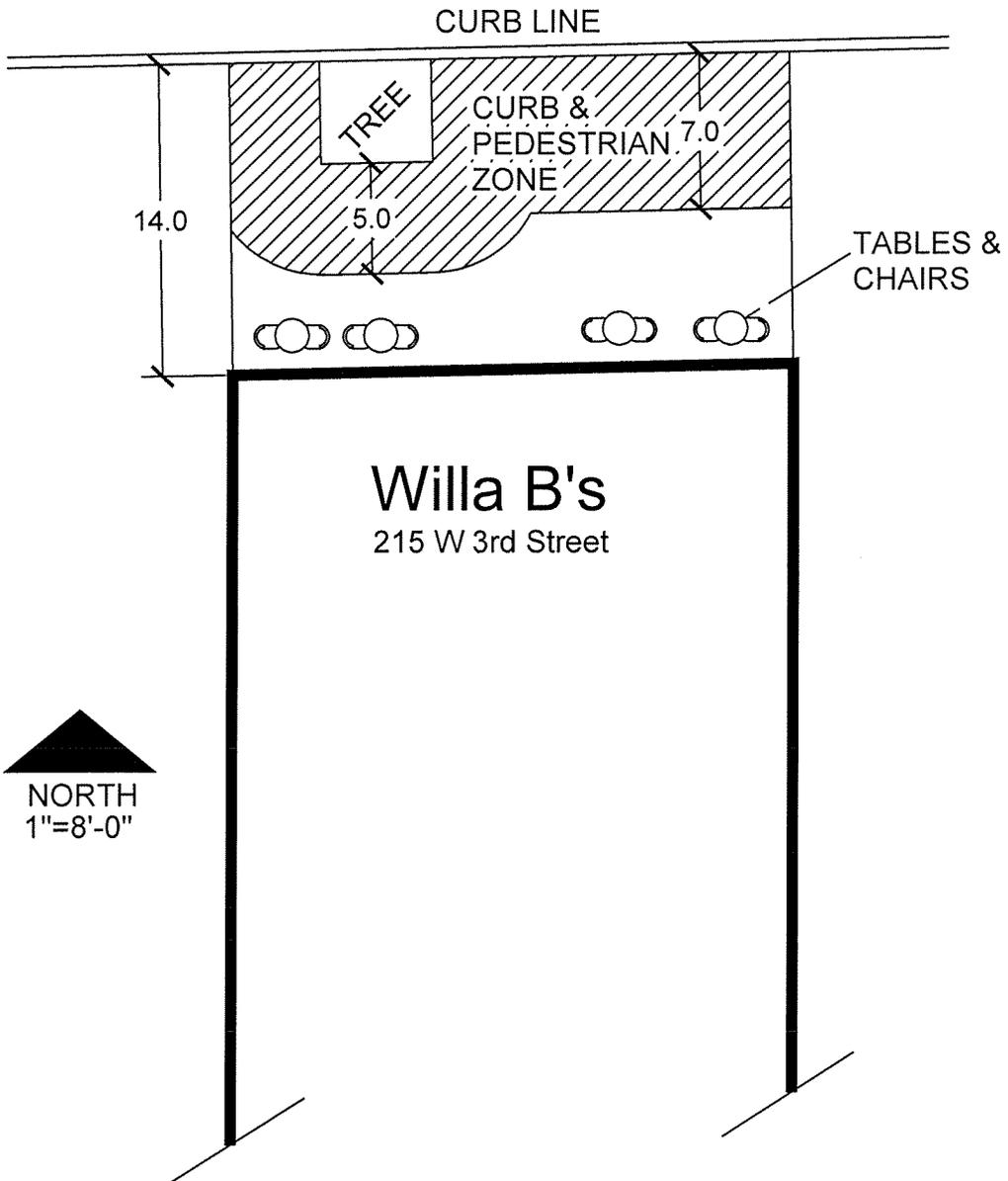
Permit No. 03

Permit Fee: \$25.00

Please note: the application must be reviewed and approved by the City Commission before sidewalk cafe activities may begin.

| | | |
|---|-----------------|---|
| Legal Description <u>W 1/2 E 1/3 lots 1+2 + W 1/2 E 1/3 N. 42' LT 3 BLK 12 TOPP'S</u> | | |
| Address <u>215 W. 3RD ST. STE A</u> | | |
| Owner | Mailing Address | Phone Number |
| <u>WILCA B'S LLC (SAME)</u> | | <u>689-1002</u> |
| Operator/Contact Person | Mailing Address | Phone Number |
| <u>CHAUNTEL WRIGHT (SAME)</u> | | <u>660-2865</u> |
| <p>Sidewalk cafe activities are only allowed in the sidewalk cafe zone as described in the City of Yankton's Sidewalk Cafe Ordinance.</p> <p><i>Public Sidewalk Use Zones</i> shall be defined as:</p> <ol style="list-style-type: none"> 1. Curb zone: Two feet from the face of the curb toward the private property line. 2. Pedestrian zone: A five foot wide corridor on the sidewalk not including the curb zone. 3. Sidewalk cafe permit zone: Remaining area of the public sidewalk not included in the curb zone or pedestrian zone. Sidewalk cafes may be located in this zone. | | |
| <p>Site Plan Requirement</p> <p>Please note this permit application must be accompanied by a site plan to scale showing the above described use zones and proposed sidewalk cafe request. The plan should also indicate all items to be placed on the sidewalk: tables, chairs, decorations, serving equipment, etc...</p> | | |
| <p>Additional comments (Please describe the items to be placed on the sidewalk and the how they will be stored/secured)</p> <p><u>SEE ATTACHED PERM FOR (4) TABLES WITH CHAIRS</u></p> | | |
| <p><u>Chauntel Wright 2/17/17</u></p> <p>Signature of Owner or Authorized Agent (Date)</p> | | <p>_____ City of Yankton Authorized Agent (Date)</p> |
| <p>I certify that I am aware of the terms and conditions of the Sidewalk Cafe Permit and I agree to comply with all requirements of the associated City of Yankton Sidewalk Cafe Ordinance. Any person who violates any of the provisions of this ordinance may have their permit revoked and is further subject to the penalties described in Section 1-8 in the Code of Ordinances for the City of Yankton, South Dakota.</p> | | |

3rd Street



NORTH
1"=8'-0"

Memorandum # 17-46

To: Amy Nelson, City Manager
From: Joe Morrow, Building Official
Subject: Sidewalk Café 100 East 3rd, Boomers Inc.
Date: February 17, 2017

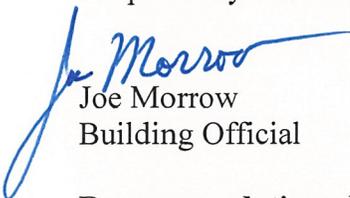
Attached is a Sidewalk Café Permit application along with a site drawing detailing the location of items to be located on the sidewalk.

Sidewalk Cafés are permitted in defined areas of a B-3 Central Business District. Several considerations included in the approval of permits are:

- Outdoor food or beverage sales and dining may only occur on the sidewalks that are adjacent to the building or structure in which the business is located.
- A five foot wide pedestrian zone must be maintained, not including the curb zone, the two foot area nearest the curb.
- The pedestrian zone shall be kept easily navigable.
- Once approved, the location of the pedestrian zone cannot change without City Commission action in the form of an amendment to the existing permit, or as part of the annual renewal process.
- No food or beverage service devices can be attached to the sidewalk or other public areas.
- All equipment must be moved indoors during non-business hours, unless the tables and chairs are secured in an approved manner or constructed of such material and placed so that they cannot be inadvertently moved or blown by the wind.

It is recommended that the City Commission approve the attached Sidewalk Permit Application for Boomers Inc., located at 100 East 3rd Street.

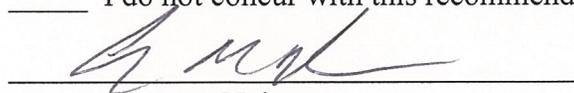
Respectfully Submitted,


Joe Morrow
Building Official

Recommendation: It is recommended that the City Commission approve Memorandum #17-46 approving a Sidewalk Café Permit for Boomers Inc, located at 100 East 3rd Street.

I concur with this recommendation.

I do not concur with this recommendation.


Amy Nelson
City Manager

CITY OF YANKTON

Sidewalk Cafe Permit Application

Annual permit for calendar year: 2017

Permit No. 1

Permit Fee: \$25.00

Please note: the application must be reviewed and approved by the City Commission before sidewalk cafe activities may begin.

| | | |
|--|--|-----------------------------------|
| Legal Description: <u>W. 25' Lot 8:9, Blk 3, Lower Yankton</u> | | |
| Address: <u>100 E. 3rd</u> | Mailing Address: <u>Yankton SD 57078</u> | Phone Number: <u>605-665-9167</u> |
| Owner: <u>Boomers Inc.</u> | Mailing Address: <u>100 E. 3rd Yankton, SD</u> | Phone Number: <u>605.665.9167</u> |
| Operator/Contact Person: <u>Kim Braunesreither</u> | Mailing Address: <u>100 E. 3rd</u> | Phone Number: <u>605-661-1521</u> |

Sidewalk cafe activities are only allowed in the sidewalk cafe zone as described in the City of Yankton's Sidewalk Cafe Ordinance.

Public Sidewalk Use Zones shall be defined as:

1. Curb zone: Two feet from the face of the curb toward the private property line.
2. Pedestrian zone: A five foot wide corridor on the sidewalk not including the curb zone.
3. Sidewalk cafe permit zone: Remaining area of the public sidewalk not included in the curb zone or pedestrian zone. Sidewalk cafes may be located in this zone.

Site Plan Requirement

Please note this permit application must be accompanied by a site plan to scale showing the above described use zones and proposed sidewalk cafe request. The plan should also indicate all items to be placed on the sidewalk: tables, chairs, decorations, serving equipment, etc...

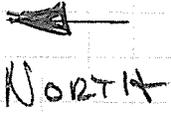
Additional comments (Please describe the items to be placed on the sidewalk and the how they will be stored/secured)

Boomers Lounge is proposing to place 3-7 wrought iron table and chairs in a sidewalk cafe zone located in front of our building. Each table will have 4 chairs. Such tables may or may not have an attachable umbrella; weather permitting. Tables & chairs will be placed & removed as South Dakota "seasons" permit. We are also requesting the addition of 2-4 30"x15" planters to enhance the curb appeal. We intend to make the outside area as appealing to our downtown development as possible. (See attachment)


(Date)
City of Yankton Authorized Agent
(Date)

I certify that I am aware of the terms and conditions of the Sidewalk Cafe Ordinance and I agree to comply with all requirements of the associated City of Yankton Sidewalk Cafe Ordinance. Any person who violates any of the provisions of this ordinance may have their permit revoked and is further subject to the penalties described in Section 1-8 in the Code of Ordinances for the City of Yankton, South Dakota.

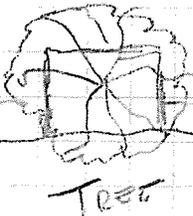
1 square = 2.5'



BOOMERS
100 E 3RD ST.

Pool

PEDESTRIAN ZONE



TREE

TABLES 3'-0" DIAM
PLANTERS 15" x 36"

GARDAGE CAN

PLANTER

DOOR

5'-0"

PEDESTRIAN ZONE

5'-0"

PEDESTRIAN ZONE

RAMP

2'-0" CURB ZONE



TABLE

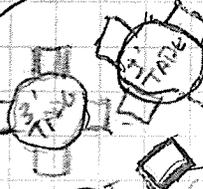
PLANTER



TABLE

5'-0"

FH

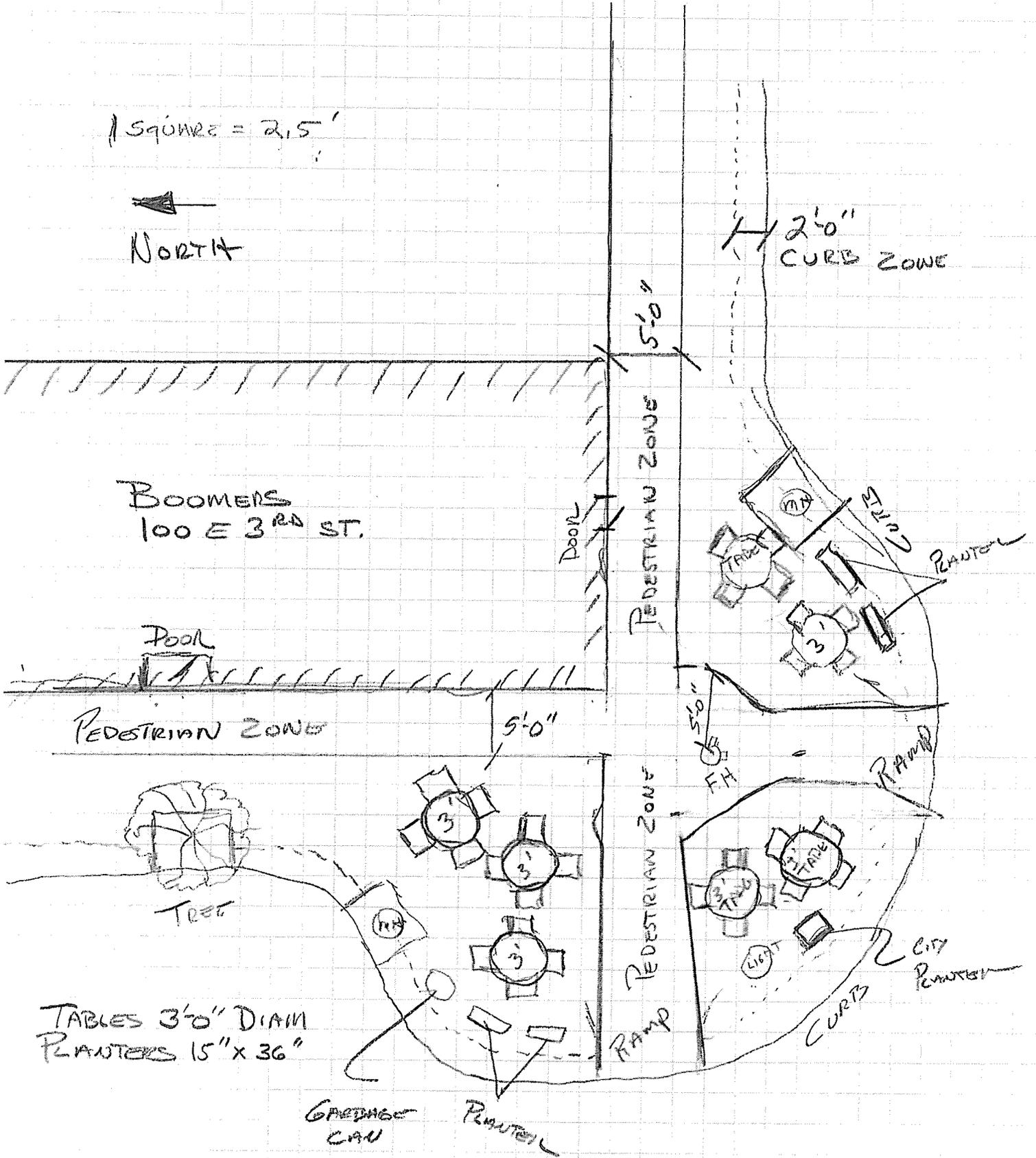


TABLE

LIGHT

CURBS

CITY PLANTER



Memorandum # 17-48

To: Amy Nelson, City Manager
From: Joe Morrow, Building Official
Subject: Sidewalk Café 121 West 3rd Street, River Front Events Center
Date: February 21, 2017

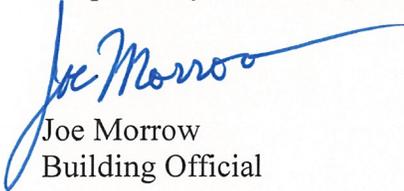
Attached is a Sidewalk Café Permit application along with a site drawing detailing the location of items to be located on the sidewalk.

Sidewalk Cafés are permitted in defined areas of a B-3 Central Business District. Several considerations included in the approval of permits are:

- Outdoor food or beverage sales and dining may only occur on the sidewalks that are adjacent to the building or structure in which the business is located.
- A five foot wide pedestrian zone must be maintained, not including the curb zone, the two foot area nearest the curb.
- The pedestrian zone shall be kept easily navigable.
- Once approved, the location of the pedestrian zone cannot change without City Commission action in the form of an amendment to the existing permit, or as part of the annual renewal process.
- No food or beverage service devices can be attached to the sidewalk or other public areas.
- All equipment must be moved indoors during non-business hours, unless the tables and chairs are secured in an approved manner or constructed of such material and placed so that they cannot be inadvertently moved or blown by the wind.

It is recommended that the City Commission approve the attached Sidewalk Permit Application for The River Front Events Center, located at 121 West 3rd Street.

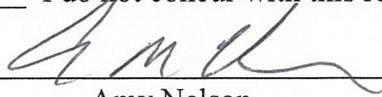
Respectfully Submitted,


Joe Morrow
Building Official

Recommendation: It is recommended that the City Commission approve Memorandum #17-48 approving a Sidewalk Café Permit for the River Front Events Center, located at 121 West 3rd Street.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson
City Manager

_____ Roll Call

CITY OF YANKTON

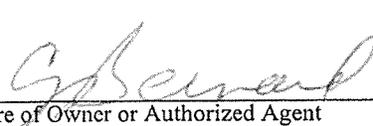
Sidewalk Cafe Permit Application

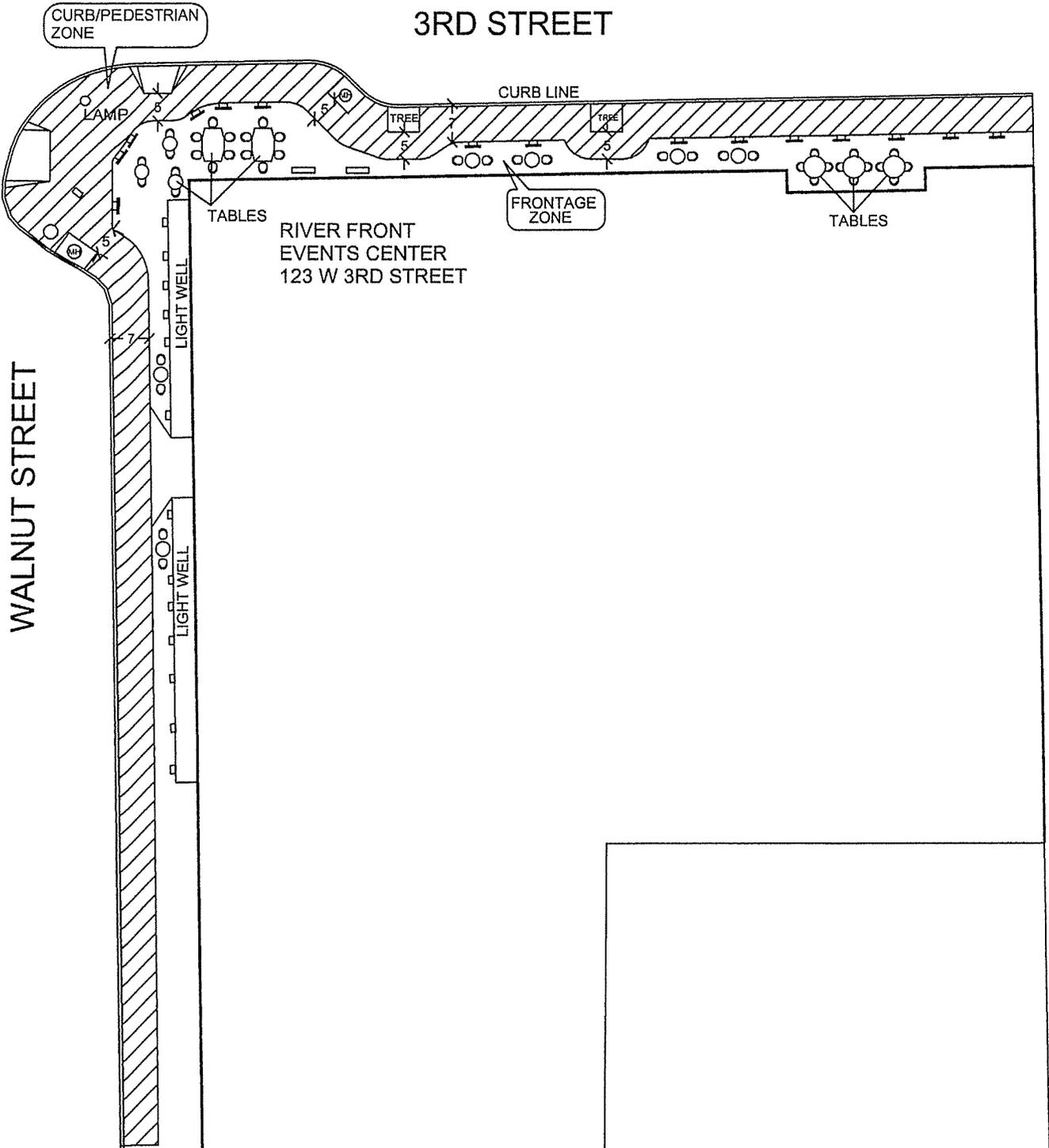
Annual permit for calendar year: 2017

Permit No. 2

Permit Fee: \$25.00

Please note: the application must be reviewed and approved by the City Commission before sidewalk cafe activities may begin.

| | | |
|--|------------------------------------|--|
| Legal Description <u>SEE BELOW</u> | | |
| Address <u>113, 115, 117, 119 + 121 WEST 3RD STREET</u> | | |
| Owner | Mailing Address | Phone Number |
| <u>RIVER FRONT EVENTS CENTER</u> | <u>121 W 3RD ST.</u> | <u>661-2509</u> |
| Operator/Contact Person | Mailing Address | Phone Number |
| <u>CURT + MELCEWA BERNARD</u> | <u>121 WEST 3RD ST.</u> | <u>661-2509</u> |
| <p>Sidewalk cafe activities are only allowed in the sidewalk cafe zone as described in the City of Yankton's Sidewalk Cafe Ordinance.</p> <p><i>Public Sidewalk Use Zones</i> shall be defined as:</p> <ol style="list-style-type: none"> 1. Curb zone: Two feet from the face of the curb toward the private property line. 2. Pedestrian zone: A five foot wide corridor on the sidewalk not including the curb zone. 3. Sidewalk cafe permit zone: Remaining area of the public sidewalk not included in the curb zone or pedestrian zone. Sidewalk cafes may be located in this zone. | | |
| <p>Site Plan Requirement</p> <p>Please note this permit application must be accompanied by a site plan to scale showing the above described use zones and proposed sidewalk cafe request. The plan should also indicate all items to be placed on the sidewalk: tables, chairs, decorations, serving equipment, etc...</p> | | |
| <p>Additional comments (Please describe the items to be placed on the sidewalk and the how they will be stored/secured)</p> <p><u>LEGALS:</u> <u>E 3 LOTS 1+2 + N 19' E 3 LOT 3 BLK 11 TODD'S S/D</u> <u>M 3 LOTS 1+2 W 30' M 3 LOT 3; N 19' E 20' M LOT 3 BLK 11 TODD'S S/D</u> <u>W 3 LOTS 1+2 PART LOT 3; ALL OF 4 + 10' LOT 5 BLK 11 TODD'S S/D</u></p> <p><u>SEE ATTACHED TABLES + CHAIRS</u></p> | | |
| <p> Signature of Owner or Authorized Agent</p> | | <p>_____ City of Yankton Authorized Agent</p> |
| <p>_____ (Date)</p> | | <p>_____ (Date)</p> |
| <p>I certify that I am aware of the terms and conditions of the Sidewalk Cafe Permit and I agree to comply with all requirements of the associated City of Yankton Sidewalk Cafe Ordinance. Any person who violates any of the provisions of this ordinance may have their permit revoked and is further subject to the penalties described in Section 1-8 in the Code of Ordinances for the City of Yankton, South Dakota.</p> | | |



Memorandum No. 17-43

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Heartland Humane Society Agreement
DATE: February 21, 2017

The City of Yankton has worked closely over the last year with Heartland Humane Society (HHS) to develop stronger partnership between the two entities. Recent investment in a larger facility allows Heartland Humane Society to accept and care for more animals. Currently, the City of Yankton operates our own animal impoundment. While our facility is adequate, space is limited and the facility is beginning to show signs of age and in need of maintenance. In addition, Yankton Animal Control operates Monday-Friday 8:00 am to 5:00 pm, requiring patrol officers to carry through duties associated with animal care while on duty over the weekends and in evenings. HHS's facility is planned to include a more expansive outdoor area and will provide a higher level of care in terms of climate control and sanitation. In addition, staff believes unclaimed animals have a better opportunity of being adopted through Heartland Humane Society's adoption programming.

The attached agreement outlines a partnership between Heartland Humane Society and the City of Yankton. Heartland Humane Society will accept and house dogs and cats and serve as the City's impoundment facility. HHS will also provide 24 hours access to the City of Yankton to drop off animals outside of their normal hours of operation. They will also house animal bite or vicious animals in accordance with the both the regulations of the State Health Department and the City of Yankton's applicable animal control ordinances. The City's cost for this service will be \$10,000.00 annually. For this year, the contract fee will be prorated based on when Heartland Humane Society is ready to accept animals.

Ultimately, our goals is to be able to eliminate use of the City's impoundment facility. We anticipate, however, that we will keep the impoundment facility in operating condition for a number of months following commencement of impoundment services.

It is recommended that that City Commission approve Memorandum #17-43 and enter into an agreement with Heartland Humane Society.

_____ Roll call

IMPOUNDMENT FACILITY OPERATIONS AGREEMENT

THIS AGREEMENT is between CITY OF YANKTON, SOUTH DAKOTA, a South Dakota 1st Class Municipal Corporation hereinafter referred to as the “City” and the HEARTLAND HUMANE SOCIETY, INC. hereinafter referred to as the “Society”.

WHEREAS, the Society is in the process of establishing and is maintaining a shelter and impoundment facility (the “Facility”) where animals which have been picked up pursuant to the City ordinances may be impounded and cared for pursuant to applicable City ordinances; and

WHEREAS, the City believes that the Society is an appropriate party to assist with impoundment of rescued domestic animals; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1. Animal Impoundment Services. The Society shall cooperate with City to shelter each domestic animal which has been taken into custody by the City’s Law Enforcement. With respect to such impoundment, the following rules shall apply:

- (a) Society will maintain records of actions taken with respect to each impounded animal and copies of such records shall be provided to the City upon the City’s request. The Society’s records with respect to all matters covered by this contract shall be made available for audit and/or inspection by the City at any time during normal business hours. The City shall give written notice 48 hours before an audit or inspection may begin.
- (b) Each domestic animal delivered to Society by City will remain the property of the City for the impoundment period as prescribed by applicable City Ordinance after delivery (the “Waiting Period”). Upon impoundment of an animal, the City shall notify Society in writing of the applicable Waiting Period. If the animal’s owner provides proof of ownership to the City and satisfies all other requirements of City (e.g., payment of fines, expenses, impoundment fees, etc.) during the Waiting Period, the animal will be returned by Society to the owner. City will provide the owner with a receipt to present to Society establishing that owner has satisfied City’s requirements and authorizing Society to release

the animal to the owner. If possible, City will also call Society to notify it that the animal's owner has been established.

- (c) If, during the Waiting Period, Society determines that an animal is in need of veterinary care, Society will obtain the care necessary in Society's discretion, and City will reimburse Society for those costs. If an animal is in need of emergency veterinary care upon impoundment outside of Society's normal business hours, City will obtain the emergency veterinary care and notify Society of the same.
- (d) Society will not euthanize any animal during the Waiting Period unless directed or permitted to do so by City. If, during the Waiting Period, Society determines in its discretion that the animal needs to be euthanized due to health, safety or other reasons, Society may request permission from the City to euthanize the animal. City shall indemnify, defend and hold Society completely harmless from all claims arising from euthanization of an animal as directed or permitted by the City.
- (e) The Society shall use reasonable efforts to cooperate with the City to resolve domestic animal-related problems referred to the Society by the City, including cooperating with the City's Law Enforcement and Attorney's Office in the prosecution of violations of the animal control ordinances as necessary.
- (g) The Society shall respond to administrative directives of the City relating to animal control and the performance of its duties under this Agreement. Society will provide City personnel with access to Society's impoundment area on a 24 hour per day, 7 day per week basis. City personnel will notify Society via text or email if possible in the event an animal is placed in the impoundment area outside of normal Society business hours. City's Law Enforcement or other personnel will be responsible for delivering to and securing animals in the Facility's impoundment area outside of Society's posted business hours. Society will ensure that there is access to water, food and seasonably reasonable climate control in the impoundment area.
- (h) The Society shall impound animals in animal bite or vicious animal cases as referred to the Shelter by the City. The suspect animal shall be held in the manner and for the period set forth in and in accordance with the Regulations of the State Health Department, as well as the City's applicable animal control ordinances. All such animals will remain the property of City and City shall be responsible for the euthanization of any of these animals if necessary as set forth above. City will be responsible for any veterinary care or euthenisia costs for such animals.

Section 2. Commencement of Impoundment Services. The parties acknowledge that Society is in the process of expanding its impoundment capacity at its new facility located at 3400 SD Hwy 50 in Yankton, South Dakota. Until Society is reasonably capable of providing impoundment services to all domestic animals delivered by the City's Law Enforcement, the Society shall not be obligated to provide any services and City shall have no financial obligations to Society as set forth herein. Once the Society determines that it has developed the ability to fully provide the services contemplated herein, Society shall notify the City Manager in writing. From the date said notice is sent, Society shall be required to begin providing and the City shall tender payment for all services in accordance with this Agreement.

Section 3. Facility. The Society shall provide all physical plant and equipment for the operation of the Facility, which shall be located at 3400 East Hwy 50, Yankton, South Dakota 57078. The Society shall operate its facility in accordance with the following:

- (a) The Society shall comply with applicable laws of the State of South Dakota and ordinances of the City, and administrative directives of the City.
- (b) The Society shall maintain the Facility in a clean and sanitary condition and shall accept dogs, cats, and other domestic animals, specifically excluding livestock.
- (c) The Society shall keep and maintain a daily register of all animals impounded in and released from the Facility.
- (d) The Society shall not release any animal placed in the Facility until all applicable state laws, City ordinances, and court orders have been satisfied.

Section 4. Additional Obligations of Society.

- (a) The Society shall be responsible for providing and maintaining appropriate insurance and equipment to perform the functions defined in this contract. Upon transfer of each animal to Society and the conclusion of the Waiting Period, Society shall be solely responsible for all veterinary care and related costs for the animal.
- (b) The Society shall protect, indemnify, defend and hold harmless the City, its departments and agencies, its officers, elected and appointed, and its employees, volunteers, servants and agents from any and every cause of

action, claim or demand of any person or entity arising from any matter, cause, or thing happening or in any way connected with the Facility, its operations, or arising from the acts or actions of the Society, its volunteers, employees or agents. However, the Society shall not be required to protect, indemnify, defend and hold harmless the City for acts, claims or demands which may arise from the actions or inactions of the City, its officers elected or appointed, its employees or contractors, and the agencies thereof.

- (c) Through the duration of this Agreement the Society shall carry at its own expense a general liability insurance policy for bodily injury and property damage. Such policy shall also name the City as an additional loss payee or insured with respect to all animals impounded or treated by the Society at the request of the City under this Agreement. The Society shall provide the City with proof of such insurance coverage upon request.
- (d) City shall protect, indemnify, defend, and hold harmless the Society, its directors, officers, employees, and agents, from and against every cause of action, claim or demand arising from the actions or inactions of City, its employees, agents, officers elected or appointed, or its agencies. However, City shall not be required to protect, indemnify, defend and hold harmless Society for acts, claims or demands which may arise from the actions or inactions of the Society, its directors, officers, employees, or agents.

Section 5. Obligations of the City.

- (a) Upon commencement of services in accordance with Section 2 above, The City shall transport any domestic animal taken into custody to the Society to be housed in accordance with applicable City ordinances.
- (b) Within thirty (30) days of the date of the Notice provided to the City Manager under Section 2 above, the City shall pay the Society a prorated portion of the annual \$10,000.00 fee for unlimited impoundment services for the first partial year term of this Agreement, with proration calculated as of the date of said Notice. The City shall pay to the Society an annual flat fee of \$10,000.00 on the first day of each year thereafter for all services performed by Society under the terms of this Agreement.
- (c) The City Law Enforcement shall provide Society with information on each animal impounded under this Agreement pursuant an intake form

to be created by cooperation and agreement between the staff of City and Society.

Section 6. Term and Termination. The Agreement shall take effect beginning on the date signed by all parties, and shall run through December 31, 2017. This Agreement shall automatically renew on an annual basis beginning on January 1 of each year thereafter unless terminated in accordance with this Section 6.

Notwithstanding this provision, the parties agree that the fees paid to Society under Section 5(c) will be reviewed annually to determine their appropriateness. The City has the right and option to terminate this Agreement at a formal meeting, adopting a motion electing to so terminate, and the Society has the right and option to terminate this Agreement by action of its Board of Directors. The effective date of any such termination shall be the end of the then-current term, so long as written notice of such termination conforming to the terms of this Section 6 has been provided to the non-terminating party no less than 30 days from the end of the then-current annual term.

Section 7. Miscellaneous.

- (a) The Society, its members, volunteers and employees work for the Society and do not have the status, rights, or benefits afforded to employees of the City. By virtue of this agreement it is expressly understood and agreed that the Society shall perform all undertakings and services herein prescribed and contemplated as an independent contractor.
- (b) All financial obligations of the City under this Agreement are subject to and contingent upon appropriation and budgeting of sufficient funds by the City. However, Society will not be required to perform its obligations under this Agreement in the absence of payment from City.
- (c) No waiver of any breach of any provision of this contract constitutes a waiver of any other or subsequent breach thereof.
- (d) In all hiring or employment made possible by or resulting from this contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin or marital status.
- (e) It is hereby agreed by and between the parties that strict and timely compliance with the pertinent laws of the State of South Dakota, ordinances of the City, administrative directives of the City and the provisions of the Agreement, all as the same relate to the operation of

the animal shelter and services shall be of the essence hereof, and, that the failure of either of the parties to so conform shall be sufficient cause for the other to terminate this Agreement upon 10 days written notice to the other party.

- (f) This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.
- (g) This agreement may only be modified in a writing signed by the authorized representatives of the parties hereto.

[Remainder of Page Intentionally Left Blank – Signatures on Following Page.]

IN WITNESS WHEREOF, the parties hereto have subscribed this Agreement by the duly authorized officers thereof on the day and year first above written.

Dated this ____ day of _____, 2017.

City of Yankton, South Dakota

Attest:

By: C.N. Gross
Its: Mayor

Al Viereck, Finance Officer

Dated this ____ day of _____, 2017.

Heartland Humane Society, Inc.

Attest:

By:
Its: Board Chairperson

Secretary

Memorandum #17-45

To: Amy Nelson, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for the 25th Street Pavement Replacement from Douglas Avenue to Mulberry Street
Date: February 16, 2017

Four bids were received for the 25th Street Pavement Replacement Project from Douglas Avenue to Mulberry Street. The work includes the removal of the existing pavement, grading, and the placement of aggregate base course. 6" PCC pavement, approach pavement and miscellaneous curb and gutter will also be installed under this contract. The bids received are listed below:

| | |
|--|--------------|
| 1. Masonry Components, Inc., Yankton, SD | \$249,762.45 |
| 2. D&G Concrete, Sioux Falls, SD | \$267,398.92 |
| 2. BX Civil, Dell Rapids, SD | \$284,500.00 |
| 2. Thorstad Company, Dell Rapids, SD | \$291,214.55 |

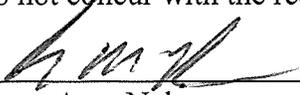
The low bidder meets the specifications and is \$43,525.05 lower than the Engineer's estimate of \$293,287.50 for the project. Masonry Components has completed numerous City administered projects in the recent past. Based on this work history and a review of the bids submitted, City staff recommends that the bid be awarded to Masonry Components, Inc., in the amount of \$249,762.45.

Respectfully submitted,

Bradley Moser
 Civil Engineer

Recommendation: It is recommended that the City Commission award the contract, to Masonry Components, Inc., in the amount of \$249,762.45, as explained in Memorandum #17-45.

I concur with the recommendation.
 I do not concur with the recommendation.



 Amy Nelson
 City Manager

cc: Adam Haberman

_____ Roll call

Memorandum 17-36

To: Amy Nelson, City Manager
From: Adam Haberman, PE, Public Works Director
Subject: 8th Street – Broadway Avenue to Summit Street Engineering Services
Date: February 15, 2017

Attached is an Engineering and Surveying Contract with Stockwell Engineers, Inc. in regards to the 8th Street – Summit Street to Broadway Avenue Reconstruction Project. The scope of this Engineering and Surveying Contract is to provide field surveying, design services, and construction administration needed to reconstruct the infrastructure associated with the 8th Street corridor. The Engineering and Surveying Contract is being presented at this time so that field survey work can be accomplished this spring and design/construction documents can be completed by the end of 2017 for an anticipated 2018 bid letting and construction. The Engineering and Surveying Contract does include two public neighborhood meetings for adjacent property owners that will be impacted by the reconstruction project and the study of the 8th Street corridor to determine if additional street width is necessary.

The 8th Street reconstruction project has evolved into more than just a street reconstruction and water main replacement project. It was recently discovered that the two sanitary sewer lines paralleling 8th Street are in need of repair and replacement, this work has been added to the proposal. Also, the scope of the storm sewer improvement design has been expanded to include Park Street and Spruce Street, north of 8th Street in an effort to provide more adequate drainage of these streets. The water main design has also been expanded to include water main replacement on Linn Street from 8th to 9th, as well as new water main on Westside Drive, which currently has no water main. Essentially, the additions to the scope of services combines four projects into one project.

The attached contract identifies two phases of work (item 9.0 in the contract) by the engineering firm. The first phase is the topographic survey, final design, and the bidding process with a lump sum of \$168,900.00. The second phase includes the construction administration and staking, which is hourly, but not to exceed \$179,750.00. The two phases together total \$348,650.00. The adopted 2017 Capital Improvement Plan has \$300,000 budgeted for professional services for this project. Adjustments will be made during the 2017 budget workshops to address needed increase in funds.

Recommendation: It is recommended that the City Commission approve the contract with Stockwell Engineers, Inc. and authorize the City Manager to sign and administer the contract as explained in Memorandum #17-36.

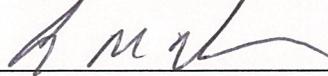
Respectfully submitted,



Adam Haberman, PE
Public Works Director

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

_____ Roll call



AGREEMENT FOR PROFESSIONAL SERVICES

Project: 8th Street – Summit Street to
Broadway Avenue

Stockwell Project No.: 16301

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 8th day of February, 2017, by and between **STOCKWELL ENGINEERS, INC.**, 215 Walnut Street, Yankton, SD 57078, (hereinafter "Engineer") and **CITY OF YANKTON**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Yankton

Address: P.O. Box 176 • Yankton, SD 57078

Phone No. (605) 668-5241

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 February 8, 2017. In general, the Project consists of conducting a topographic survey, the preparation of civil engineering plans and specifications, assisting in the bidding process and providing construction administration and staking for 8th Street from Summit Street to Broadway Avenue (the "Project").

Schedule: Services shall be performed according to the schedule outlined in the attached *Proposal for Professional Services* dated February 8, 2017. Stockwell will endeavor to deliver to Client final plan submittal documents by December 1, 2017.

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

Basic Compensation: \$348,650.00 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: _____



February 8, 2017

Mr. Adam Haberman
City of Yankton
P.O. Box 176
Yankton, SD 57078

Re: Proposal for Professional Services
8th Street – Summit Street to Broadway Avenue

Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for 8th Street – Summit Street to Broadway Avenue (the "Project"). Stockwell's services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "Standard Terms and Conditions". **City of Yankton** is referred to as the "Client."

1.0 Project Description

- 1.1 In general, the Project consists of conducting a topographic survey, the preparation of civil engineering plans and specifications, assisting in the bidding process and providing construction administration and staking for 8th Street from Summit Street to Broadway Avenue (the "Project").

2.0 Topographic Survey

- 2.1 Notify affected property owners of pending survey.
- 2.2 Research and verify existing easements and plats of record at county courthouse for the property.
- 2.3 Locate existing boundary markers at the time of the survey.
- 2.4 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.
- 2.5 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 South Dakota One Call System, if available, to arrange for the location of utilities at the time of survey.
- 2.6 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

3.0 Final Design

- 3.1 Attend initial meeting with Client to determine Project concept and scope.
 - 3.1.1 Concrete urban section with 2 – 13' driving lanes and an 8' shared use path on the north side. Consider alternate geometrics, i.e. continuous center turn lane, shared use lane or dedicated bike lane.
 - 3.1.2 Sanitary sewer; connect services to interceptor sewer if grades permit, otherwise new 6" or 8" main.

- 3.1.3 Water main; upsize to 8" main and loop main in West St/alley to provide individual services to residences.
- 3.1.4 Upgrade storm sewer.
- 3.1.5 Retaining walls (2-3 properties/drives).
- 3.2 Review all background information made available to Stockwell by Client.
- 3.3 Provide internal Project management, quality control and coordination of work completed by sub-consultants.
- 3.4 Identify temporary construction easement acquisition requirements for the Project. Prepare easement exhibits, as necessary.
- 3.5 Prepare preliminary opinion of estimated construction costs for the Project.
- 3.6 Recommend location and extent of geotechnical services investigations necessary for the Project. Geotechnical services will be hired directly by Client at Client's cost. Coordinate completion of Stockwell's services with the geotechnical engineer's services. Client to provide geotechnical report to be included in the Project plans and specifications. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services furnished by client and its geotechnical firm.
- 3.7 Contact public and private utility companies to inform them of planned improvements as well as the schedule for construction, as needed. Coordinate private utility street light relocation.
- 3.8 Prepare informative exhibits for Client's use.
- 3.9 Attend Council meeting as necessary.
- 3.10 Determine removal limits for the Project site.
- 3.11 Drainage analysis.
 - 3.11.1 Determine approximate watershed boundaries based on aerial contour data provided by Client. Analyze watersheds to determine runoff potential for the minor and major storm events for existing and fully developed conditions using XPSWMM stormwater modeling software of XP software.
 - 3.11.2 Review and incorporate as necessary any approved drainage studies provided by Client located upstream of the Project having an impact on drainage ways within the Project limits. Combine drainage models provided by Client using XPSWMM Stormwater Modeling software.
 - 3.11.3 Design street drainage facilities such that the computed amount of runoff in the streets, when the upstream area is fully developed, pursuant to development information known and available at the time Stockwell's design is developed, will not exceed the requirements set forth in Client's design standards. Design pipe size, inlet spacing and location based on final drainage analysis utilizing XPSWMM software.
- 3.12 Layout and design improvements based on parameters established by Client.
 - 3.12.1 Design sanitary sewer system utilizing industry accepted standards complying with Client's minimum design standards. Determine pipe size based on industry minimum design standards, unless Client requires other design standards, based on specific land use, if available, or assumed land use if not available.
 - 3.12.2 Design storm sewer system utilizing industry accepted standards complying with Client's minimum design standards. Determine pipe sizes, inlet sizes and inlet locations based on industry minimum design standards, unless Client requires other design standards, for accepted storm frequency and inundation levels.
 - 3.12.3 Design water main system utilizing industry accepted standards complying with Client's minimum design standards. Determine pipe size based on industry minimum design standards, unless Client requires other design standards, based on specific land use, if available, or assumed land use if not available.

- 3.12.4 Incorporate design features as necessary to comply with The Americans with Disabilities Act, 42 U.S.C. §§12101 et seq. (the "ADA") standards. Notify Client of conditions which prevent or limit compliance with the ADA, so Client may provide Stockwell guidance and direction for proceeding with or variances from the ADA. Client is responsible for ADA compliance. Determine pavement section including rigid pavement surfacing and granular base, based on projected traffic volumes, traffic flow characteristics, geotechnical report and American Association of State Highway and Transportation Officials ("AASHTO") pavement design standards.
- 3.12.5 Design of retaining walls by structural sub-consultant.
- 3.13 Coordinate the scheduling of two public meetings for adjacent property owners and others attending. Notice of the meetings will be mailed to all property owners with 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 meetings. Attend meetings and provide support for Client representatives by assisting with answering questions and addressing concerns of the public. Record minutes and distribute a copy to Client and meeting attendees.
- 3.14 Prepare review plan submittal documents utilizing latest Client drafting standards to include:
 - 3.14.1 Title page.
 - 3.14.2 Legend, plan orientation and Project control data, as necessary.
 - 3.14.3 Quantities for a unit price construction contract.
 - 3.14.4 Typical sections.
 - 3.14.5 General notes including Project drawing specific issues.
 - 3.14.6 Conceptual traffic control plan showing all streets and alleys impacted by construction of the Project. All road and lane closures will be indicated on the plan. Traffic control plans will indicate suggested sequencing of the Project construction plan and general guidelines for phasing construction of the Project.
 - 3.14.7 Erosion control plan and narrative illustrating erosion control measures meeting governmental agencies' standards. If the Project disturbs an area in excess of one (1) acre a Storm Water Pollution Prevention Plan will be prepared.
 - 3.14.8 Plan and profile sheets showing existing utilities and street geometrics and illustrating removal limits. Plan notes will include horizontal location as well as appropriate quantities.
 - 3.14.9 Plan and profile sheets showing existing and new sanitary sewer pipe, appurtenances and services. Plan notes will include horizontal and vertical locations, as well as appropriate quantities.
 - 3.14.10 Plan and profile sheets showing existing and new storm sewer pipes and structures. Plan notes will include horizontal and vertical location of all significant points, as well as appropriate quantities.
 - 3.14.11 Plan and profile sheets showing existing and new water main pipes, appurtenances and services. Plan notes will include horizontal and vertical location of all significant points, as well as appropriate quantities.
 - 3.14.12 Plan and profile sheets showing new street geometrics. Curb and gutter notes will indicate horizontal and vertical location of all significant points, as well as appropriate quantities.
 - 3.14.13 Plan sheets showing new pavement markings. Markings will be dimensional, generally, and at points of change. Plan notes will include appropriate quantities.
 - 3.14.14 Plan sheets showing new permanent street signs. Plan notes will include horizontal location of all significant points, as well as appropriate quantities.

- 3.14.15 Standard plates and special details, as determined by Stockwell.
- 3.14.16 Structural plans by sub-consultant.
- 3.15 Provide detailed specifications supplementing Client's standard specifications, as necessary. Materials types and materials specific items will be included as detailed specifications.
- 3.16 Prepare and submit to Client for approval final "Engineer's Estimate" of estimated construction costs for the Project and submit to Client for approval.
- 3.17 Submit to Client for review and approval three copies of the review plans and specifications including Engineer's Estimate. An electronic copy of the plans and specifications will be provided, if requested.
- 3.18 Address Client's comments to review plans and specifications submittal. Update Engineer's Estimate, as necessary, to complete final plan and specifications.
- 3.19 Provide to Client for review and approval three copies of final plans and specifications including Engineer's Estimate. An electronic copy of the plans and specifications will be provided, if requested.

Deliverables: Preliminary opinion of estimated construction costs; public meeting minutes; estimate of construction costs; review plan submittal documents; and final plan submittal documents.

4.0 Bidding

- 4.1 Provide bidding documents to prospective bidders.
- 4.2 Maintain a list of plan holders.
- 4.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 4.4 Prepare bid tab of potential bidders and attend the bid opening.
- 4.5 Attend governing council, board or commission meeting, if requested.
- 4.6 Prepare an itemized bid tab. Post on Stockwell's website for informational purposes.
- 4.7 Prepare and deliver to Client an award recommendation letter based on the bids received.
- 4.8 Prepare and submit to contractor Notice of Award letter.
- 4.9 If requested by Client, prepare contract and submit to contractor and Client for execution.

Deliverables: Addendums; itemized bid tab; award recommendation letter; Notice of Award letter; and contract.

5.0 Construction Administration

- 5.1 Submit to Client Notice of Intent (NOI), if applicable.
- 5.2 Prepare and distribute to contractor Notice to Proceed.
- 5.3 Review geotechnical firm proposal to provide testing. Geotechnical services will be hired directly by Client. Client is responsible for paying the cost of geotechnical services. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of the information and services furnished by Client and its geotechnical firm.
- 5.4 Assist Client with the coordination and scheduling of a preconstruction meeting. Notify Contractor and affected private utilities of the preconstruction meeting date and location. Prepare an agenda, record and distribute minutes to all attendees.
- 5.5 Review and approve or not approve submitted shop drawings, product submittals, test results and other submittals. Require submittals to be revised, if necessary.
- 5.6 Assist Client in notifying affected property owners.
- 5.7 Provide Client a video of pre-existing conditions of significant items, if requested.
- 5.8 Mark removal limits of appropriate items.

- 5.9 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. However, Stockwell will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work performed by the contractor. On the basis of site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deviations from the contract documents and from the most recent construction schedule, and defects and deficiencies observed in the work.
- 5.10 Maintain reports indicating weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and other pertinent information. Develop biweekly progress reports based on reported information and provide to Client and contractor for their information.
- 5.11 Prepare and provide to Client biweekly construction bulletins.
- 5.12 Conduct, as necessary, progress and coordination meetings. Record and distribute minutes to all attendees.
- 5.13 Prepare change orders and progress payment request forms, as needed, and submit to contractor and Client for execution.
- 5.14 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP), as required. Record minor and major changes utilizing a modification form. Prepare illustrations of modifications, if applicable.
- 5.15 Conduct a final inspection when the Project is complete. Record, generate and provide to Client and contractor a "punch list" of construction items requiring completion or correction.
- 5.16 Prepare and submit to Client and governmental agencies, if required, letter of certification of Project completion confirming compliance of construction with the contract documents and start of warranty period.
- 5.17 Prepare and deliver to Client and contractor and obtain signatures on final pay request form.
- 5.18 Submit to governmental agencies, if necessary, Notice of Termination (NOT).
- 5.19 Prepare as-built drawings based on improvements surveyed in the field. Submit PDF & DWG type files as well as a hard copy of the full Project. The design text will be updated if the horizontal locations vary more than 5 feet and/or the vertical locations more than 0.1 foot. Improvements to be updated on the as-built drawings will be as follows.
 - 5.19.1 Sanitary sewer plan & profile.
 - 5.19.2 Storm sewer plan & profile.
 - 5.19.3 Water main plan & profile.
 - 5.19.4 Pavement (significant changes only).
 - 5.19.5 Pavement markings (significant changes only).
 - 5.19.6 Permanent Street Signs.
- 5.20 Schedule and conduct applicable warranty inspections.

Deliverables: NOI; Notice to Proceed; preconstruction meeting minutes; video of pre-existing conditions; reports; progress/coordination meeting minutes; change orders/pay requests; SWPPP inspection report; final inspection "punch list"; certification of project completion letter; final pay request; NOT; and as-built drawings.

6.0 Construction Staking

- 6.1 Mark proposed improvements and elevations as shown on the plans.
- 6.2 Reset all boundary markers removed during construction.

Deliverables: None

7.0 Additional Services

- 7.1 If authorized in writing by Client, Stockwell will furnish additional services which are not considered as basic services described above under this Proposal. Additional services provided will be mutually agreed upon by the parties and will be performed for compensation over and above the maximum amount set forth below, if any, otherwise at Stockwell's current hourly rates.

8.0 Period of Service

- 8.1 Stockwell will endeavor to deliver to Client final plan submittal documents by December 1, 2017.

9.0 Compensation

- 9.1 Compensation for services provided by Stockwell pursuant to this Proposal will be as outlined below excluding sales or excise tax (based on estimated construction costs of \$2.4M). Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

| | | |
|-------|---|---------------------|
| 9.1.1 | Task 2.0 thru 4.0 (lump sum) | \$168,900.00 |
| 9.1.2 | Task 5.0 and 6.0 (hourly not to exceed) | \$179,750.00 |
| 9.1.3 | Total | \$348,650.00 |

- 9.2 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 and Client agree Stockwell will not perform additional 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



Broadway Avenue

Locust Street

Maple Street

Summit Street

8th Street



Yankton,
South Dakota



Survey Limits
8th Street - Summit to Broadway

Schedule of Billing Rates

Effective January 1, 2017

| | |
|-----------------------------|--------------------------|
| Principal | \$214.70 per hour |
| Engineer VIII | \$203.50 per hour |
| Engineer VII | \$161.10 per hour |
| Engineer VI | \$151.40 per hour |
| Engineer V | \$142.00 per hour |
| Engineer IV | \$138.40 per hour |
| Engineer III | \$134.80 per hour |
| Engineer II | \$125.40 per hour |
| Engineer I | \$118.50 per hour |
| Engineer Intern | \$100.10 per hour |
| Land Surveyor VII | \$156.10 per hour |
| Land Surveyor VI | \$148.50 per hour |
| Land Surveyor V | \$133.80 per hour |
| Land Surveyor IV | \$119.00 per hour |
| Land Surveyor III | \$113.80 per hour |
| Land Surveyor II | \$108.70 per hour |
| Land Surveyor I | \$98.30 per hour |
| Landscape Architect III | \$129.30 per hour |
| Landscape Architect II | \$120.40 per hour |
| Landscape Architect I | \$89.20 per hour |
| Landscape Intern | \$71.00 per hour |
| Technician VI | \$115.50 per hour |
| Technician V | \$108.40 per hour |
| Technician IV | \$98.30 per hour |
| Technician III | \$89.20 per hour |
| Technician II | \$84.10 per hour |
| Technician I | \$79.00 per hour |
| Administration IV | \$89.30 per hour |
| Administration III | \$82.50 per hour |
| Administration II | \$75.60 per hour |
| Administration I | \$68.70 per hour |
| Electronic Survey Equipment | \$51.60 per hour |
| Mileage | current IRS mileage rate |

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 \$2,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. To the fullest extent permitted by law, Stockwell will be liable to and must defend, indemnify and hold harmless Client and its agents, officers, directors, employees, subcontractors and consultants from and against claims, losses, damages, expenses, penalties, costs, and other liabilities, including reasonable attorneys' fees and court costs, arising out of or resulting from the negligent performance of the professional services rendered by Stockwell or any of its consultants pursuant to this Agreement or as a result of a breach of this Agreement.

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.

2.0 Documents.

2.1 Ownership of Work Product and Proprietary Information. The written plans and specifications prepared under this Agreement will become the property of Client only upon completion of the Services and payment in full of all monies due Stockwell. Client may not reuse or make any modifications to the plans and specifications without Stockwell's prior written authorization. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Stockwell's work product by Client or any person that acquires or obtains the plans and specifications from or through Client without Stockwell's written authorization.

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 of

computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or updates as needed. STOCKWELL MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, WITH RESPECT TO COMPUTER PROGRAMS, SOFTWARE PRODUCTS, RELATED DATA, TECHNICAL INFORMATION, OR TECHNICAL ASSISTANCE PROVIDED BY STOCKWELL UNDER THIS AGREEMENT.

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, treator, 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 or Abandonment.** If any portion of the Services or Project is terminated or abandoned by Client, the provisions of this Section 8.0 in regard to compensation and payment will apply insofar as possible to that portion of the Services not terminated or abandoned. If termination occurs prior to completion of any phase of the Project, the fee for Services performed during the phase will be based on Stockwell's reasonable estimate of the portion of the phase completed prior to termination, plus a reasonable amount to reimburse Stockwell for termination costs.
- 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.

9.3 Attorneys' Fees. The party not in default will be entitled to reimbursement of any attorneys' fees and expenses incurred due to the default and with respect to the enforcement of remedies.

- 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 supersedes 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.

Memorandum #17-47

To: Amy Nelson, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid award for a new Steel Transfer Station Walking Floor Trailer for the Department of Public Works, City of Yankton/Joint Powers Department
Date: February 21, 2017

Bid packets for a new walking floor trailer were sent to eleven equipment dealers. Two (2) bids were received from the dealers listed below:

| <i>Bidder</i> | <i>Total Cost</i> |
|---|-------------------|
| <i>Wilkens Industries 184 S. Co. RD. 22 Morris, MN 56267</i> | <i>\$66,283</i> |
| <i>Northern Truck & Equipment PO Box 1104 Sioux Falls, SD 57101</i> | <i>\$64,679</i> |

The 2017 Joint Powers budget provides \$80,000 for the purchase of a new steel walking floor trailer for the City of Yankton, Public Works Department, Joint Powers Operation.

The bid is a rebid from Memorandum #17-12, where the bids were rejected, on the grounds the bidders could not meet the specified delivery time.

The new trailer will replace #236 a 2007 CPS Trailer that was destroyed in a fire May 9, 2016 at the transfer station.

All bids received met the minimum design specifications. However, the specification called for a delivery time of 180 days upon receipt of order. Wilkens Industries was the only bidder that could meet the 180 days for delivery. Therefore, City Staff recommends that the bid for \$66,283 be awarded to Wilkens Industries of Morris, Minnesota.

Respectfully submitted,

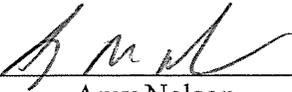


Corey Potts
Public Works Manager

Recommendation: It is recommended the City Commission approve Memorandum # 17-47 to award the bid for a New Steel Solid Waste Walking Floor Trailer for \$66,283 to Wilkens Industries of Morris, Minnesota.

I concur with this recommendation

I do not concur with this recommendation



Amy Nelson
City Manager

cc: Adam Haberman, PE

____ Roll call

Memorandum No. 17-29

TO: Mayor and City Commissioners

FROM: Amy Nelson, City Manager

RE: Seventh Amendment to Revised Joint Powers Solid Waste Agreement

DATE: February 22, 2017

Attached is the proposed renewal of the Joint Powers Solid Waste Agreement which is in effect for the Cities of Vermillion and Yankton and the Counties of Clay and Yankton. This Amendment has been requested by the City of Vermillion for their purchase of equipment for the Transfer Station.

All entities have executed this Amendment.

Recommendation: It is recommended that the City Commission approve the Seventh Amendment to Revised Joint Powers Agreement as presented.

SEVENTH AMENDMENT
TO REVISED JOINT POWERS AGREEMENT

THIS SEVENTH AMENDMENT TO REVISED JOINT POWERS AGREEMENT, dated as of _____, 2017 (the “Seventh Amendment”), The City of Vermillion, a municipal corporation of the State of South Dakota(the “Issuer”), The City of Yankton, South Dakota, a municipal corporation of the State of South Dakota, Yankton County South Dakota, a political subdivision of the State of South Dakota, and Clay County, South Dakota, a political subdivision of the State of South Dakota (together with the Issuer, hereinafter referred to as the “Owners”).

WITNESSETH:

WHEREAS, the Owners have entered into a Revised Joint Powers Agreement, dated November 14, 2015 (the “Revised Agreement”; the Revised Agreement as amended and supplemented by this Seventh Amendment is referred to hereinafter as the Agreement”) for purpose of providing for the joint ownership, administration and operation of a solid waste disposal and recycling system (the “System”); and

WHEREAS, in order to finance certain improvements to the System, the Issuer has agreed to borrow the sum of \$150,000 from the Solid Waste Management Program (the “Vermillion SWMP Loan”), by entering into a Revenue Obligation Loan Agreement with, and issuing a Revenue Bond to, the South Dakota Board of Water and Natural Resources, and the other Owners have agreed to pay to the Issuer amounts equal to their respective shares of costs under the Agreement, including their respective share of the debt service on the Vermillion SWMP Loan; and

WHEREAS, the South Dakota Board of Water and Natural Resources has required, as a condition to making the SWMP Loan, that the Owners make certain changes to the Revised Agreement; and

WHEREAS, the Owners have found that the financing provided through the SWMP Loan is advantageous, and in order to secure that financing have agreed to amend certain provisions of the Revised Agreement as set forth in this Seventh Amendment; and

WHEREAS, in order to finance certain improvements to the System, the City of Yankton has borrowed from the Solid Waste Management Program (the “Yankton SWMP Loan”), the City of Vermillion has borrowed from the South Dakota State Revolving Fund (the “SRF Loan”) and the City of Vermillion has borrowed Regional Landfill Assistance funds (the “RLFA Loan”) by entering into Revenue Obligation Loan Agreements with, and issuing Revenue Bonds to, the South Dakota Conservancy District and Board of Water and Natural Resources, and the Owners have agreed, pursuant to the Revised Agreement, to pay to the Issuer amounts equal to their respective shares of the debt service on the Vermillion SWMP Loan, the Yankton SWMP Loan, the SRF Loan and the RLFA Loan.

NOW, THEREFORE, THIS SEVENTH AMENDMENT WITNESSETH:

1. That section 8 of the Revised Agreement is hereby amended to read as follows:

8. Financial Management: Operational budget shall be contained in the budget of responsible operating entity. The City of Yankton shall maintain budget for operations in Yankton and Yankton County, and the City of Vermillion shall maintain the budget for operations in Vermillion and Clay County. All expenditures and revenues associated with the joint operation shall be maintained in a separate fund from all other expenditures of the City. The joint operation shall be considered an enterprise for accounting purposes and shall be self-supporting. All moneys contained in the fund belonging to the joint operation shall remain in that fund and shall not be transferred to any other fund of the city without the approval of the governing bodies of all entities that are parties to this Revised Agreement. All expenditures from the joint operations fund shall be approved by the governing body, which is responsible for the budget that contains the joint operation. There shall be established a renewal and replacement fund which shall contain all depreciation funds and any return on assets that are generated by the joint operation. The depreciation shall be based on general accepted accounting principles and shall be an expense item in the budget of the joint operation. The rates for the disposal of solid waste and the handling of recyclable materials shall be sufficient to defray all of the costs of the joint operation including, but not limited to, operational expenses, depreciation, post closure expenses, financial assurance, ground water monitoring and corrective action, State and Federal fees, and such other expenses as may be appropriate.

The fees shall be established upon the recommendation of the board with the approval of all of the governing bodies of the cities of Yankton and Vermillion. This action on the recommendation shall take place within thirty days of the recommendation of the Board. Notwithstanding any other provisions of this Revised Agreement, the rates, charges and fees established under this paragraph shall always be made sufficient to pay the costs of operation and maintenance of the system and to meet the rate covenant set forth in the Revenue Obligation Loan Agreement with the South Dakota Conservancy District and Board of Water and Natural Resources, so long as the SRF Loan, RLAF Loan or Vermillion and Yankton SWMP Loans are in effect and unpaid.

Section 2. That Section 13 of the Revised Agreement is hereby amended to read as follows:

13. Duration: This Revised Agreement shall be in effect for thirty-five years from the date of execution of this Revised Agreement with an option to renew the Revised Agreement for another period not to exceed thirty-five years by agreement of all of the parties. This Revised Agreement may be dissolved at any time by agreement of the governing bodies of three of the four of the parties to this Revised Agreement; provided that this Revised Agreement shall not be

dissolved, nor shall any party withdraw there from, until the 2017 SWMP Loan (Vermillion 2017L-SW-401), 2015 SWMP Loan (Yankton 2016L-SW-301), 2012 SRF Loan (Vermillion CW-07), 2010 SWMP Loan (Vermillion 2010L-SW-402) and 2010 RLAF Loan (Vermillion 2010L-RLA-203), have been paid in full and any other previous loans have met obligations.

Section 3. That Section 14 of the Revised Agreement is hereby amended to read as follows:

14. Amendments: This Revised Agreement may be amended, modified, or altered only by agreement of three of the four parties to this Revised Agreement. It is recognized and anticipated that amendments may be necessary from time to time due to unforeseen or unanticipated circumstances and it shall be considered to be appropriate for suggestions or recommendations for amendments to originate with the Advisory Board or with staff. So long as the SRF Loan, RLAF Loan or SWMP Loans for Vermillion or Yankton are in effect and unpaid, no amendment shall be made to Sections 8, 13, 14 hereof, without the written consent of the South Dakota Conservancy District and Board of Water and Natural Resources.

Sub-section a. This Revised Agreement and all its provisions which incorporate all previous amendment language and corrections to the Original Agreement remain in full force and effect, and from and after the date hereof and shall be construed as "the Revised Agreement" instrument.

Sub-section b. If any provision of this document shall be held or deemed to be or shall, in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Revised Agreement contained shall not affect the remaining portions of this Revised Agreement or part thereof.

Sub-section c. This Revised Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4. Except as amended by this Seventh Amendment, the provisions of the Revised Agreement remain in full force and effect, and from and after the date hereof, the Revised Agreement and this Seventh Amendment shall be construed as one instrument.

Section 5. If any provision of this Seventh Amendment shall be held or deemed to be or shall, in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Seventh Amendment contained shall not affect the remaining portions of this Seventh Amendment or part thereof.

Section 6. This Seventh Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF YANKTON
A Municipal Corporation

By: _____
Charlie Gross, Mayor

Date

Attest:

Al Viereck, Finance Officer

CITY OF VERMILLION
A Municipal Corporation

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

7-6-2017
Date

Attest:

Michael D. Carlson
Michael D. Carlson, Finance Officer

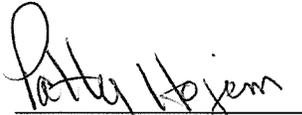


YANKTON COUNTY, SD
A Political Subdivision

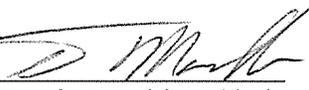
By: 
Don Kettering, Chairman

2-21-17
Date

Attest:


Patty Hojem, Auditor

CLAY COUNTY, SD
A Political Subdivision

By: 
Travis Mockler, Chair

2-14-17
Date

Attest:


Carri R. Crum, Auditor

Memorandum #17-35

To: City Manager Nelson and City Commission
From: Brian Paulsen, Chief of Police
Subject: Relocating Police Firing Range
Date: February 17, 2017

In early 2016 Yankton Police Department was informed we would be losing access to our firing range, owned by Frank Vellek. This location had been the site of our firing range for numerous years but the need to excavate the property we were given a deadline of December 31, 2016. Shortly after the notice to vacate, YPD was contacted by Ralph Marquardt, who felt he had ground that would be suitable for a firing range. After touring a number of properties it was agreed that a parcel of group not far from the Vellek property would best suit the needs of the department.

We have been in negotiations with Mr. Marquardt over the lease of his parcel of ground. We started with the old lease and worked on it from that document and have arrived at a final agreement, which is attached. The new property will allow us more opportunities to utilize our shoot house and ability to conduct stress shots. The new agreement is also a savings over our last location.

Recommendation: It is recommended that the City Commission approve a relocation of our firing range from the Vellek property to the Marquardt property.

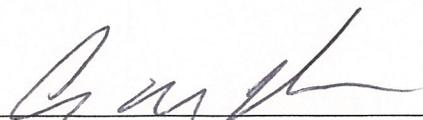
Respectfully Submitted,



Brian Paulsen
Chief of Police

I concur with the recommendation

I do not concur with the recommendation



Amy Nelson, City Manager

____ Roll call

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of January, 2017 by and between the City of Yankton, South Dakota, a municipal corporation ("TENANT") and Ralph Marquardt("LANDLORD").

WITNESSETH:

WHEREAS, the Landlord is the owner of real property, and the Tenant deems it proper to re-enter into a lease with the Landlord and the Tenant desires to lease the "real property" under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed between the Landlord and the Tenant herein as follows:

1. **REAL PROPERTY & ACCESS.** The Landlord hereby leases to the Tenant the "real property" hereinafter described:

Approximately two (2) acres situated within the northwest quarter of SE1/4 2-94-56, Except Lot H-1 and including Lot 6. Sun Valley Subdivision of Yankton County, South Dakota, which is graphically located on the aerial map attached hereto, marked as "Exhibit A," and incorporated herein by reference (hereinafter the "real property")

The real property is located in the North-west portion of a gravel pit. As such, the Landlord also grants the Tenant the right of ingress and egress to and from the "real property" by way of the existing road. Landlord shall maintain said right of way.

Landlord shall not have the right to access that portion of the real property used as a firing range during training exercises, but the type of shooting is not a ground for limited access. Tenant shall make every attempt to advise the Landlord in advance if there is to be any shooting after dark. Landlord shall provide Tenant with a key for any lock located on any building or gate on the real property.

2. **TERM, RENEWAL & TERMINATION.** The initial term of this lease shall begin upon the date of the execution of this lease and shall run until December 31, 2017. Thereafter, this lease shall run for ten (10), automatically renewing January 1 and ending on December 31 of each year, unless terminated by either party.

If either party desires to terminate this lease, then that party shall give written notice, via certified mail, to the other party prior to November 30th of any particular year.

3. **RENT**. Tenant shall pay rent to the Landlord. The rent shall be the sum of One Hundred Dollars (\$100.00) per year. There is no deposit.

Tenant shall pay the rent on or before the first day of each lease term. For the year 2017, the rent shall be paid within ten (10) days after the Tenant formally approves and signs this lease agreement.

4. **IMPROVEMENTS**. Tenant may make improvements to the “real property” by placing building or shooting related objects on the real property. Other improvements may be completed by the Tenant if written permission is provided by the Landlord, which permission shall not be unreasonably withheld.

Tenant shall create and maintain a log which identifies each person who accesses the real property. Upon termination of the lease, tenant shall remove any and all improvements to the real property as landlord shall specify.

5. **USE**. The “real property” shall be used solely for the purpose of Tenant training law enforcement personnel and a range for practicing the use of firearms. When firearms are shot, the Tenant shall only fire in a Northwest direction to utilize the background embankments. All law enforcement officers who are not employed by the Tenant shall be accompanied by a member of the Yankton Police Department.

6. **SUB-LET**. Tenant shall not assign or sub-let the “real property” without prior written approval from the Landlord.

7. **NON-DISCRIMINATION**. The Tenant, in the use of the leased premises, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by United States or South Dakota law.

8. **LIABILITY INSURANCE**. At all times during the term of this lease, and during any extension or renewal term thereof, the Tenant shall be obligated to carry and to pay for liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), for any personal injury or property damage for which the Tenant might become liable due to the use and occupancy of the “real property.”

9. **LIABILITY**. Except as otherwise prohibited by law, Landlord shall not be liable for any damage, either to person or property, sustained by any person not due directly or indirectly, to an act or omission of the Landlord. As such, the Tenant herewith agrees to indemnify and to hold the Landlord harmless from any and all claims and expenses for liability and/or property damage a result of the Tenant's use or occupancy of the real property during the term of his lease by any of its agents or invitees, including, but not limited to, any attorney fees or costs the Landlord incurs in any defense of such claim. This indemnification applies to any person claiming under, by, or through tenant.

10. **BREACH**. If a party believes that the other has breached this lease, then the party alleging the breach shall provide written notice, via certified mail, to the other in which it identifies the alleged breach of the terms hereof and notice of the time in which the breach shall be cured. Failure to cure during said reasonable period shall constitute a breach of this lease. Thereafter, the party alleging the breach may then request arbitration.

11. **ARBITRATION**. Except as herein provided, all disputes arising under the terms of the Agreement (including boundaries of the real property) shall first be informally negotiated, and if such negotiations fail, then the parties' disagreement shall be subject to arbitration as provided by SDCL 21-25A. However, the parties reject the second sentence of SDCL 21-25A-14 and agree that any hearing by arbitrators requires the presence of all arbitrators. In addition, each party shall choose one arbitrator of its choice and those chosen arbitrators shall choose a third arbitrator.

12. **RELATIONSHIP OF PARTIES**. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent, employee and employer, of partnership or of joint venture between the parties hereto.

13. **NON-WAIVER**. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party, or a court, as a waiver of a subsequent breach of the same covenant, term or condition. The party requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

14. **HEADINGS**. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such articles.

15. **BINDING EFFECT.** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

16. **FORCE MAJURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The provisions of this shall not operate to excuse Tenant from prompt payment of rent, percentage rent, additional rent or other monetary payments required by the terms of this Lease.

17. **RECORDATION.** Tenant shall not record this Lease. However, the Tenant may file a Memorandum; the recording fee shall be paid by the Tenant.

18. **SEVERABILITY.** If any portion of this agreement is found to be unenforceable, then the remainder shall remain in full force and effect.

19. **GOVERNING LAW & CHOICE OF VENUE.** The laws of the State of South Dakota and the City of Yankton shall govern the validity, performance and enforcement of this Lease. Furthermore, the parties agree that the venue for filing any action shall be Yankton County.

20. **INTEGRATION.** This agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this agreement.

21. **AMENDMENT.** This lease agreement shall not be modified without a written agreement between the parties thereof. Any such agreement which is not in writing is null and void.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year first above written.

LANDLORD

By: Ralph Marquardt

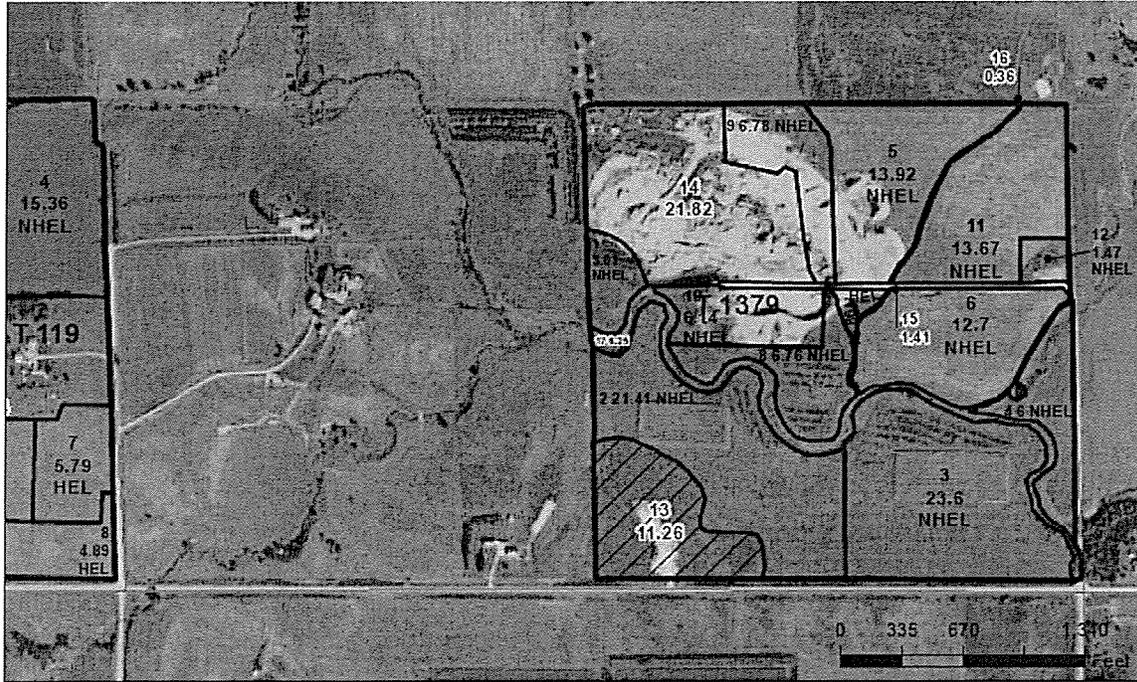
TENANT

CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation

By: C.N. Gross, Mayor

ATTEST:

Al Viereck
Finance Officer



Common Land Unit Other Ag
 Common Land Unit Cropland
 Common Land Unit Rangeland
 Tract Boundary

Wetland Determination Identifiers
 Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions



2016 Program Year
 Map Created June 08, 2016
 Farm 6821

2 -94N -56W

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) Imagery. The producer accepts the data "as is" and assumes all risks associated with its use. USDA-FSA assumes no responsibility for a actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland Identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-226 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Memorandum #17-50

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Housing Study Update Financing and Process
Date: February 21, 2017

City officials and representatives from Yankton Area Progressive Growth (YAPG) have been discussing an update to the Housing Study. The current study is over three year's old and a substantial number of housing development projects have occurred since the first analysis. We feel that there is a need to update the information at this time to gauge how the community is progressing regarding housing needs.

Consideration was given to requesting an update about a year ago but it was determined that we needed the projects under construction at the time to have an additional year to determine their impact on the market. Now, with the potential for a second phase of Westbrook Estates and other housing developments being considered, it appears to be an opportune time to update the data in the analysis. An update would provide direction for both short term and longer term efforts to address housing needs in Yankton.

Attached is a proposal for an update to the study from Community Partners Research, Inc. The proposal details a thorough update at a cost of \$18,900. Community Partners is the firm that we worked with on the first analysis and they are widely acknowledged in this part of the country for the quality of their work. They were initially selected three years ago because of their history working with the South Dakota Housing Development Authority and other communities our size in the state.

As with the first analysis, YAPG recognizes the need for the update and is willing to fund the process. Their request of the City is that our staff coordinate the effort with the consultant. This working relationship went very well for the first analysis.

Respectfully submitted,

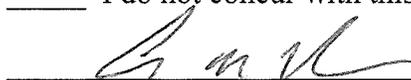
 for Dave Mingo

Dave Mingo, AICP
 Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Memorandum #17-50, authorizing the City Manager to accept YAPG's offer to fund and updated Housing Study and execute the attached contract for completion of the Study.

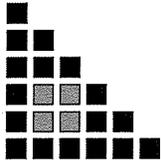
I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

Roll Call



Community Partners Research, Inc.

10865 32nd Street North

Lake Elmo, MN 55042

Phone: 651-777-1813

February 17, 2017

Dave Mingo, Community Development Director
City of Yankton
PO Box 176
Yankton, SD 57078

Dear Dave:

Thank you for the opportunity to submit a proposal to update the 2013 Yankton Housing Study. We have prepared this proposal to reflect our understanding of your goals for this 2017 project. However, we are prepared to modify the proposal as needed to better reflect the community's needs.

Content

The intent of this letter is to summarize our approach and the costs associated with the proposed update. Some of the data collection and presentation would be similar to the previous project, including the following items:

- ▶ **Demographic Data** - At the time of the 2013 Study we were relying on 2010 Census data and 2012 intercensal estimates. For the 2017 Update, we would generally have access to estimates through the year 2016 or 2017, depending on the source. Since 2013, we had started to rely more heavily on demographic estimates and projections from Esri, Inc., a private data reporting service that is used by the Governor's Office of Economic Development. In June, Esri should release their 2017 estimates for Yankton along with projections to the year 2022.

We would intend to update key components from the 2013 Study concerning demographic estimate and projections. However, some of the data tables in the 2013 document may not be updated, if no reliable estimates can be obtained. These would include some of the tables on population and household characteristics. Due to the margin of error that exists in some intercensal demographic sources, updating these tables may not yield usable data.

- ▶ **Demographic Projections** - We would examine available projection data for a five-year period, extending to the year 2022. The primary focus would be on expected household growth. Projection data will be examined for the City and the geographic area that was labeled as "Greater Yankton". Projection data will include expected changes by age group. In addition to providing new projections, the Update will allow us an opportunity to revisit the projections made in the previous study to determine their accuracy.
- ▶ **Household Income Analysis and Housing Costs** - We would review available estimates for household income. The primary data source would be the American Community Survey. However, due to the timing of the data releases, the most recent income information would be for the year 2015. This would include a new look at housing cost burden statistics for renters and home owners. American Community Survey data on rental rates was also included in 2013, and this could be updated with 2015 estimates.
- ▶ **Existing Housing Data** - We would collect and report new information on the housing stock for the City, focusing on information on housing construction activity since 2013. We will also collect and report on home sales value information for recent residential sales. The 2013 Study included data from the American Community Survey on home values and this could be updated to 2015.
- ▶ **Rental Survey** - We would complete a telephone survey to update the information on multifamily rental projects within the City of Yankton. This inventory would provide us with a current picture of occupancy/ vacancy rates and prevailing rental rates. The newest buildings constructed since 2013 would be added to the existing inventory.
- ▶ **Employment and Economic Data** - We would provide updated statistics on the labor force, unemployment rates, and average wages. We would also report on commuting patterns for area workers. Since 2013 we have acquired some additional data sources on worker movement which may allow for an expanded level of detail.
- ▶ **Findings and Recommendations** - We would use the updated information identified above to revisit the specific findings and recommendations. We would intend to comment on the progress and/or applicability of recommendations contained in the prior study.

Optional Sections

There were some items and sections contained in the 2013 Study that may not need to be updated in 2017. The following items are not included in our initial proposal, but could be added.

- ▶ **Neighborhood Housing Condition Analysis** - The 2013 Study had included a visual "windshield" survey of housing conditions in six defined neighborhoods. Unless requested in 2017, this would not be part of the 2017 research.
- ▶ **Comparative Data for Yankton** - The 2013 Study had included a section that compared reliable demographic and housing statistics for Yankton with other larger cities in South Dakota. This proposal does not include an update of that section, although it could be added at the City's request.
- ▶ **Employee Survey** - The 2013 Study had included the collection and tabulation of surveys from larger area employers. This proposal does not include an update of the survey in 2017.

Process

Due to our familiarity with the community, we would intend to make fewer trips to Yankton as part of the update process. However, we would still be willing to interview key stakeholders that would be important to the research. To the extent possibly, most of the local interviews would be completed by telephone.

We would intend to make an initial trip to the City near the start of the project. We would also follow the same format as the previous project with the delivery of a draft document for review and comment, before proceeding with the final copy.

With new data estimates and projections being released in June, we would propose to start the project in late May or early June. We would once again allow for approximately 90 days to complete the research and draft.

February 17, 2017
page 4

Cost

The cost for the Study would be \$18,900 and would include all expenses related to the project. The only exception would be the possible need to collect sales tax, depending on the actual party to the contract. We will provide you with a copy of the Study in .pdf format for distribution and reproduction.

Please review this proposal and let us know if any additional details or sections are needed. Please call me at 651-777-1813 or Steve Griesert at 507-838-5992 if you wish to discuss any items.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Knudson', with a long horizontal flourish extending to the right.

Scott Knudson
Community Partners Research

Memorandum #17-51

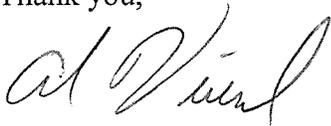
To: City Commission
From: Finance Officer
Date: 2/22/2017
Subject: Mayor's Appointments to Consolidated Board of Equalization

The Yankton County Commission, Yankton City Commission, and the Yankton School Board have, by resolution, formed a Consolidated Board of Equalization to hear valuation, classification, and assessment questions and appeals. The Consolidated Board will be comprised of the five Yankton County Commissioners, three members of the Yankton City Commission (Charlie Gross, Jake Hoffner, and Chris Ferdig served in 2016) and one member of the Yankton School Board.

The board shall meet annually on the second Tuesday in April (April 11, 2017) and continue in session, adjourning from time to time, until all properly filed appeals have been determined and equalization is completed. The board shall remain in session no longer than three weeks after the second Tuesday of April (SDCL 10-11-71). Municipal board members may participate and vote only in the equalization of property within the boundaries of the City's taxing district.

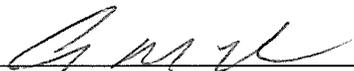
The Mayor, at this Commission Meeting, shall appoint three commissioners to serve on this Consolidated Board of Equalization. The action then needs to be approved by the City Commission.

Thank you,



Al Viereck
Finance Officer

I concur with the above recommendation
 I do not concur with the above recommendation



Amy Nelson, City Manager

Roll call