

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, August 24, 2015

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 August 10, 2015

Attachment I-2

3. Proclamation: Cribbage Tournament

Attachment I-3

4. City Manager's Report

Attachment I-4

5. Public Appearances – Frank Kloucek & Ruth Ann Dickman

II. CONSENT ITEMS

NONE

III. OLD BUSINESS

1. Public Hearing – CDBG / RTEC

Consideration of Memorandum #15-206 regarding the Community Development Block Grant administrative process for Regional Technical Education Center in providing CNC-Robotics training equipment under the Governor's Workforce Initiative

Attachment III-1

2. Public hearing for a transfer of ownership & location

Consideration of Memorandum #15-211 regarding the transfer of ownership and location of a Retail (on-off sale) Malt Beverage License for July 1, 2015, to June 30, 2016, from Hanten, Inc., (Ben Hanten, President) d/b/a Ben's Brewing Company, 222 W. 3rd Street, to Annisproperties, Inc., (Kevin Annis, President) d/b/a Patriot Express 02, 100 E. 4th Street, Suite A, Yankton, S.D.

Attachment III-2

3. Public hearing for a New Retail Malt Beverage License

Consideration of Memorandum #15-212 regarding the New Retail (on-off sale) Malt Beverage License for July 1, 2015, to June 30, 2016, from Hanten, Inc., (Ben Hanten, President) d/b/a Ben's Brewing Company, 222 W. 3rd Street, Yankton, S.D.

Attachment III-3

4. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #15-213 regarding the request for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, October 23, 2015, from Avera Sacred Heart Health Services (Taylor Tramp, Foundation Assistant), such event to be held at Pavilion Center, 1st, 2nd & 3rd Floors and 1st and 2nd Floor of Surgical Center on Avera Campus, Yankton, S.D.

Attachment III-4

5. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #15-214 regarding the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License for 1 day, September 19, 2015, from Historic Downtown Yankton, Inc., (Kathy Church Sec./Treas.) for a street dance between 2nd & 3rd Street on Douglas Avenue, Yankton, S.D.

Attachment III-5

IV. NEW BUSINESS

1. Ordinance Pertaining to Proposed 2016 Budget – Set Public Hearing

Introduction, first reading and establish September 14, 2015, as the date for the second reading, public hearing and consideration of Ordinance 981, an ordinance to appropriate monies for defraying the necessary expenses and liabilities of the City of Yankton, South Dakota, for the fiscal year beginning January 1, 2016, and ending December 31, 2016, and providing for the levy of annual taxes for all funds created by ordinance within said City.

Attachment IV-1

2. Surplus Property – Police Department

Consideration of Memorandum #15-209 regarding Resolution #15-44 requesting the surplus of shotguns by the Police Department

Attachment IV-2

3. Airport Hangar – Ground Lease

Consideration of Memorandum #15-208 regarding Resolution #15-43 for the Airport Hangar Ground Lease Spady

Attachment IV-3

4. Airport Grant Application

Consideration of Memorandum #15-210 and Resolution #15-45 regarding Chan Gurney Municipal Airport Environmental Assessment Grant/Engineering Agreement

Attachment IV-4

5. Planning Commission Recommendation – First Reading

Consideration of Memorandum #15-217 regarding first reading and setting September 14, 2015 as the date for a public hearing From R-4 Multiple Family to B-2 Highway Business: Lots 13 -16, Block 42, Lower Yankton Addition to the City of Yankton. Address, 405 E. 8th Street. Larry and Peggy Olson, owners.

Attachment IV-5

6. **Planning Commission Recommendation – Plat**
Consideration of Memorandum #15-218 regarding Plat review of Tract 1 of Block 3, Missouri View Addition in the N 1/2 of the NE 1/4, Section 15, Township 93 North, Range 56 West of the 5th P.M., in Yankton County, South Dakota. Address, 2701 West 11th Street. David Kline and Mary Ellen Kline, owners.
Attachment IV-6
7. **Dental Insurance Premiums**
Consideration of Memorandum #15-215 regarding Dental Insurance Premium Increase
Attachment IV-7
8. **No Parking Resolution – Coffee Shop**
Consideration of Memorandum #15-216 regarding Resolution #15-46 regarding No Parking Resolution for Coffee Shop
Attachment IV-8
9. **Land Clean Up**
Consideration of Memorandum #15-219 and Resolution #15-50 regarding Land Clean Up
Attachment IV-9
10. **TAP Grant Agreement for Phase I**
Consideration of Memorandum #15-220 regarding TAP Grant Agreement for Phase I
Attachment IV-10

V. **ADJOURN THE MEETING OF AUGUST 24, 2015**

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
AUGUST 10, 2015**

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

Roll Call: Present: Commissioners Blaalid, Ferdig, Gross, Hoffner, Johnson, Knoff, Sommer, and Woerner. City Attorney Den Herder and City Manager Nelson were also present. Absent: None. Quorum present.

Action 15-247

Moved by Commissioner Gross, seconded by Commissioner Blaalid, to approve the Minutes of the regular meeting of July 27, 2015.

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

Action 15-248

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

A T & T-Cell Phone Bill-\$771.60; Academy of Dance Inc-Summer Programs-\$280.80; ACS Government Inf Service-Maint Program Support-\$1,814.52; AMG Occupational Medicine-DOT CDL Drug Testing-\$94.50; Autozone-Freon-\$79.99; Backdraft Magazine-Ad-\$155.00; Banner Associates Inc-Engineering Services-\$1,900.00; Beste/Tiffany-Summer Programs-\$448.00; BIC Corporation-Safety Town Video-\$12.00; Black Belt Academy-Summer Programs-\$358.40; Bomgaars Inc-Shop Towels/Credit-\$416.52; Brock White Company LLC-Concrete Cold Patch-\$432.60; Buhl's Laundry Cleaners Inc-Uniforms-\$20.40; Cedar Knox Public Power Dist-Electric-City Wells-\$1,368.44; Centurylink-Phone-July-\$3,310.91; Chesterman Company-Pop-\$1,282.28; City of Vermillion-Jt Power Cash Trans-\$41,341.21; City of Yankton-Central Garage-Rubbish-\$50.00; City of Yankton-City Hall Garbage-\$12.00; City of Yankton-Parks Landfill Charges-\$487.20; City of Yankton-Solid Waste Compacted Garbage-\$12,072.60; City Utilities Water-WW Charges-\$24,477.34; Concrete Material-Hot Mix-\$8,803.71; Conkling Dist-Beer-\$2,507.90; Cornhusker Intl Truck Inc-Wiper Blades-\$117.92; Credit Collection Service Inc-Util Collection June\$15-\$265.15; Dakota Beverage Co Inc-Beer-\$2,494.20; Dakota Territorial Museum-Cemetery Walk-\$532.00; Dept of Corrections-DOC Work Program-\$1,681.73; Dex Media East-Phone Book-\$30.28; Easy Picker Golf Products Inc-Parts-\$120.13; Ehresmann Engineering Inc-Angle Iron-\$34.89; Ethanol Products LLC-Carbon Dioxide-\$1,234.84; Falkenberg Construction-Property Maintenance-\$845.00; Fedex-Delivery Service-\$22.63; Feimer Construction-Water Main-\$534,036.34; Ferdig Transmission-Repairs-\$352.78; Finance, Dept Of-Water Meter-\$580.00; Freedom Valu Center Inc-Vehicle Washes-\$91.00; Gametime-Play Ground Equipment-\$6,637.50; Gary's Repair-Vehicle Tow-\$80.00; Geotek Eng & Testing Serv Inc-Douglas-Wilson Road-\$1,098.50; Gerstner Oil Co-Unleaded/Diesel Fuel-\$50,320.53; Gramps-Fuel-\$1,072.73; Graymont Capital Inc-Lime-\$17,751.67; Green Room Dance Studio-Summer Programs-\$422.40; Haar Co Inc-Repairs-\$1,299.11; Hawkins Inc-Chemicals-\$19,145.15; HD Supply Waterworks Ltd-Manhole Rings-\$3,865.80; Hedahl's Parts Plus-Filters-\$709.62; Heritage Homes Inc-1/2 Special Appropriation-\$1,250.00; Historic Downtown Yankton Inc-Ribfest Contribution-\$9,660.00; Independence Waste-Rentals-\$498.80; J & H Care & Cleaning Company-Janitorial Service-July-\$2,795.00; Jack's Uniforms-Uniforms-\$169.94; Janssen's Garbage Svs-Abatement-Circle C-\$192.15; Jebro Inc-Liquid Asphalt-\$80,276.24; Johnson Electric-Trenching-\$267.86; Kaiser Heating & Cooling Inc-Repairs-

\$76.32; Kaiser Refrigeration Inc-Repairs-\$109.90; Klein's Tree Service-Tree Stump Removal-\$140.00; Larry's Canvas & Shoe Repair-Repair Pool Umbrellas-\$50.00; Larry's Home Center-HVAC Equipment-\$2,392.35; Lewis & Clark BHS-JAIBG Flow Thru Grant-\$2,178.62; Long/Amy- Summer Programs-\$448.00; MailFinance-Postage-\$576.00; McGrath North Mullin & Kratz-Professional Services-\$568.00; Mid-American Energy-Fuel-July-\$1,928.84; MidAmerican Energy-Fuel-July-\$591.50; Midwest Tape-Audio Books-\$923.75; Midwest Turf & Irrigation-Irrigation Maintenance-\$190.74; Midwest Wheel Companies-Side Steps-\$500.64; Motor Vehicle Dept SD-License Plates-Title-\$28.00; National Field Archery Assn-Summer Programs-\$1,516.00; North Central International-Truck-\$78,133.00; Northtown Automotive-2015 Chevy Pickup-\$27,000.00; Northwest Electric-Rebuild Motor-\$4,675.62; Northwestern Energy-Electric-July-\$69,840.55; Observer-Memorial Pool Ads-\$435.01; Olson's Pest Technicians Inc-Pest Control-\$198.00; Overhead Door Co-Replace Door/Transfer Station-\$4,798.00; Peterson/Alan-Clean Floor Drain-\$61.45; Petroleum Traders Corp-Fuel-\$8,058.96; Pilger Sand and Gravel Inc-Sand-\$716.18; Polydyne Inc-Chemicals-\$4,180.00; Press Dakota Mstar Solutions-Ad-\$251.62; Printing Specialists-Envelopes-\$75.70; Pro Track And Tennis, Inc-Tennis Courts-\$7,342.00; R & R Products Inc-Oil/Hose Assembly-\$1,040.47; Racom Corporation-Radio Access-\$1,370.46; Rasmussen Mechanical Services-Repair Boiler-\$7,956.42; RDG Planning & Design-Meridian Plaza Design-\$5,674.44; Redlinger Bros-Plumbing Corp Repairs-\$191.59; Regional Technical Education-Summer Projects-\$1,459.20; Reinhart Foods Inc-Entrees-\$1,794.74; Ricoh USA-Printer-\$361.98; SD Public Assurance Alliance-Additional Insurance-\$502.95; Sheehan Mack Sales & Equip Inc-Excavator Repairs-\$2,736.51; Sioux City Foundry Co-Loader Blades-\$923.00; South Dakota Magazine-Advertisement-\$775.00; South Dakota One Call-Message Fee-\$234.15; Southeast Job Link Inc-Summer Programs-\$288.00; Stefani Roofing LLC-Reshingle Roofs-\$2,438.63; Stern Oil Co Inc-Fuel-\$12,063.03; Studio Art Center-Summer Programs-\$845.60; T & R Contracting Inc-Douglas Ave/Wilson-\$567,665.74; TMA-Tires-\$410.00; Todd, Inc-Road Signs-\$10,695.84; Tom's Electric-Install Mem Pool Lights-\$5,287.70; Traffic Control Corp-Traffic Lights-\$2,998.55; Trophy Place-Softball Trophies-\$588.00; Truck Trailer Sales Inc-Repairs-\$2,185.80; Turfwerks Parts-\$736.19; US Post Office-Utility Postage-July\$15-\$1,500.00; United Parcel Service, Inc-Delivery Service-July-\$133.52; United States Postal Service-Postage Meter-July-\$732.00; Vogel Paint Inc-Traffic Paint-\$2,069.80; Wage Works-Flex Serv Fee-June-\$85.00; Walt's Homestyle Foods Inc-Entrees-\$205.50; Water & Env Eng Research Ctr-Water Samples-\$200.00; Welfl Construction Corp-Collector Well-\$105,060.88; Wholesale Supply Inc-Pool Concessions-\$3,083.20; Williams Brother Roofing-Repairs-\$285.71; Williams/Ben-Refund-\$90.00; Wortmann/Carol-Re Taxes-\$164.66; Xerox Corporation-Copier Lease-\$623.39; Xerox Corporation-Copier Lease-\$3,188.60; Yaggie's Inc-Grass Seed-\$5,257.50; Yankton Ag Service-Ag Supplies-\$79.65; Yankton Area Arts Assn-Summer Programs-\$38.40; Yankton Area Convention-1/4 Special Approp-\$96,332.50; Yankton Bowl-Summer Programs-\$177.60; Yankton County EMS Association-Summer Programs-\$104.22; Yankton Janitor Supply Inc-Supplies-\$315.89; Yankton Medical Clinic-Drug/Alcohol Tests-\$894.00; Yankton Police Department-Reimburse Petty Cash-\$28.60; Zuercher Technologies LLC-Support & Maintenance-\$18,409.00; A & B Business Inc-Printer Maintenance-\$380.13; A-Ox Welding Supply-Guide For Saw-\$38.25; ACE Hardware-Supplies For Plants-\$841.48; Agland Coop-Vehicle Repair Tire-\$21.20; Amazon Mktplace Pmts-Dvds-\$188.32; Amazon.Com-Books-\$701.79; Amer Lib Assoc-Brightkey-Office Supplies-\$66.00; Appera-Towels-\$497.47; Arbys-Travel Expense-\$7.21; AT&T Bill Payment-AT&T Mobility-\$314.32; AWWA.Org-Book-\$49.50; Bachman's Nursery-Trees-\$2,533.80; Baker-Taylor-Books-\$2,569.58; Boller Printing-Printing-\$134.50; Bomgaars-Weed Spray-\$1,471.50; Bow Creek Metal Inc-Machine Caps-\$75.00; Bridgestone Sports USA-Golf Equipment-\$171.16; Bushnell Optics-Merchandise-\$556.66; Casey's Gen Store-Staff Appreciation-\$7.49; Cedar County Veterinary-Pound Supplies-\$7.68; CEI Enterprises Inc-Service Asphalt Plant-\$1,631.80; Centurion Technologies-

Computer Security-\$56.00; Christensen Radiator- Condenser-\$353.80; Clarks Rentals-Custom Tool Rental-\$197.00; Vogue Magazine-Magazine Subscription-\$15.90; Coffee Cup #8-Travel Fuel-\$35.00; Cowboy #8-Travel Fuel-\$40.00; Cox Auto Supply-Ventilation Repair-\$97.61; Crescent Electric-Coupling-\$888.61; D-P Tools Inc-Inflator-\$79.95; Dairy Queen-Travel Expense-\$6.97; Dakota Archery-Gun Cleaning Supplies-\$59.98; Dayhuff Enterprises Inc-Jantiorial Supplies-\$514.10; Demco Inc-Office Supplies-\$234.13; Desert Snow-Training-\$1,180.00; Domino's-Teen Night-\$84.00; DX Service-Salt-\$2,734.71; Echo Electric Supply-Electrical Supplies-\$168.05; Fairbank Equipment-Hose and Ends-\$416.57; Fastenal Company-Nuts and Bolts-\$283.26; Faucet Parts Plus-Building Maintenance-\$8.30; Floral Designs-Funeral Flowers-\$18.00; Fort Pierre-Pizza Ranch-Travel Expense-\$9.70; Fred Haar Company-Mower Repair-\$30.15; Fresh Start-Travel Fuel-\$44.01; USA Today Circ-Newspaper Subscription-\$258.01; Gator's Pizza Pasta-Travel Expense-\$11.37; Godfathers Pizza-Staff Appreciation-\$26.99; Governors Inn-Travel Expense-\$81.95; Graham Tire-Tires-\$553.35; Guadalajara Mexican-Travel Expense-\$15.00; Hach Company-Reagent-\$107.58; Hard Drive Central-Copies-\$89.52; Hardwareonlinestore.Co-Chair Tips-\$94.73; Hartington Tree LLC-Morgan Park Trees-\$586.00; HD Supply Waterworks-Water Fittings-\$947.79; Hedahls-Brake Pads-\$1,093.75; Holiday Stnstore-Travel Fuel-\$138.00; Hy-Vee-Professional Services-\$37.10; Hy-Vee-Entree-\$1,220.33; Independence Waste-Rentals-\$491.85; Industrial Safety-Locate Flags-\$49.19; Jack's Uniforms-Uniform Boots-\$173.94; JCL Solutions-Cleaning Supplies-\$1,569.13; Johnson Controls-SS SAC Pool Agreement-\$6,542.79; Kaiser Refrigeration-Equipment Parts-\$647.66; KFC-Staff Appreciation-\$25.00; Kmart-Janitorial Supplies-\$267.30; Koletzky Implement Inc-Filters-\$202.32; Lakeview Sinclair-Fuel-\$23.06; Laser Barn-Laser Tag Summer Programs-\$212.00; Lewis & Clark Ford-Fuel Pump-\$600.16; Locators And Supplies-Supplies-\$662.13; Mark's Machinery Inc-Bobcat Repair-\$2,761.73; MAS-Modern Marketing-Promotional Items-\$518.82; McClellands Restaurant-Travel Expense-\$19.60; McDonald's-Travel Expense-\$20.73; McDonald's-Travel Expense-\$5.34; Mead Lumber-Siding-\$542.89; Menards-Building Repair-\$3,139.57; Midwest Radiator-Tubing-\$125.00; Midwest Turf-Equipment Repair-\$1,712.50; MSFT-E020013ZM1-Software-\$66.25; Mutt Mitt-Mutt Mitts-\$1,687.83; Northtown Automotive-Vehicle Repair-\$404.68; Novelty Machine-Repair Compressor-\$2,099.41; Hardees-Travel Expense-\$8.86; Oahe Marina & Resort-Travel Expense-\$28.00; Connor Company-Filters-\$185.86; O'Reilly Auto-Rotors-\$207.22; Overdrive Dist-Downloadable Books-\$1,154.11; Pepperjax Grill-Travel Expense-\$10.04; Coffee House-Travel Expense-\$8.75; Taco Johns-Travel Expense-\$14.83; Random House-Audio Books-\$478.50; Przcharge.Prezi.Com-Membership Dues-\$118.00; Motor Trend Magazine-Subscription-\$18.00; Pump & Pantry-Travel Fuel-\$30.00; Push Pedal Pull Corp-Equipment Repair-\$1,003.38; Quill Corporation-Office Supplies-\$96.86; Red Cross Store-WSI Books-\$110.59; Redrossa Italian Grill-Travel Expense-\$15.00; Booksontape.Com-Audio Book-\$90.75; Riverside Hydraulics-Hydraulic Hose-\$764.10; The Golfworks-Club Repairs-\$495.58; Rons Auto Glass Inc-Bathroom Repairs-\$200.00; Sanitation Products-Brake Spring-\$98.63; SD Dept of GF&P-Membership Dues-\$30.00; Sears Hometown-Shop Supplies-\$80.39; Sheehan Mack Sales-Valve-\$61.29; Shell Oil-Fuel-\$40.01; Shell Oil-Travel Fuel-\$36.00; Sherwin Williams-Paint-\$2,339.79; South Dakota Library Assoc-Conference Registration-\$215.00; Wyopass-Western Plan Conference-\$285.00; Sturdevants-Pump Assembly-\$384.70; Subway-Travel Expense-\$6.58; Subway-Travel Expense-\$26.43; Superior Tech Products-Chemicals-\$3,199.00; Swimoutlet.Com-Merchandise-\$67.50; Tessman Company-Sioux Chemicals-\$2,835.00; The Wooden Spoon-Staff Appreciation-\$16.00; TMA-Tires-\$850.40; Tractor Supply Co-Tire-\$138.84; Truck Trailer Sales-Fuel Treatment-\$390.10; Twin Creek-Animal Hosp K-9 Care-\$1,400.00; UPS-Postage-\$55.49; Vanderhule Moving-Oxygen, Argon-Gas-\$133.00; Yanktonrodctr-Filing of Plats-\$32.50; Vessco-Nozzle-\$127.53; Viddler Inc-Video Hosting-\$30.09; Vzwrllss-Internet Access-\$506.10; Vzwrllss-Prepaid Cell Phone Minutes-\$37.80; Wal-Mart-Office Supplies-\$845.73; Wendy's-

Travel Expense-\$7.48; Western Office Product-Office Supplies-\$222.78; Wholesale Supply Co-Building Supplies-\$125.80; WM Supercenter- Summer Reading-\$480.38; Wilson Sptg Gds-Merchandise-\$489.20; WW Grainger-Janitorial Supplies-\$663.73; Yankton Winnelson Co-Building Repair-\$302.24; Zimco Supply Co-Course Supplies-\$1,337.54; Yankton Mall-Summer Reading-\$80.00; AFSCME Council 65-Employee Deductions-\$2,036.46; American Family Life Corp-Cancer & ICU Premiums-\$6,459.40; Assurant Employee Benefits-Vision Ins-August-\$538.84; Connections Inc-EAP Insurance-July-\$274.82; Delta Dental-Dental Insurance-August-\$7,267.78; Dept of Social Services-Employee Deductions-\$2,203.50; First Natl Bank South Dakota-Employee Deductions-\$3,036.10; Foote/Jason-Travel-\$485.00; Graymont Capital Inc-Bulk Pebble Lime-\$4,520.07; ICMA Retirement Trust No. 457-Employee Deductions-\$4,625.79; Lamb Motor Company-Vehicles-\$55,284.00; Larry's Home Center-Replace Check-\$202.20; Minnesota Life Insurance Co-Life Insurance-August-\$687.04; Motorola Replace Check-\$312.00; NBS Calibrations-New Balance-\$2,817.91; Retirement, SD-SD Retirement-July-\$98,654.93; Retirement SD-System 401(A) Special Pay-\$4,199.72; SDSRP-Employee Deductions-\$4,865.00; State of South Dakota-HSC Land Purchase-\$395,000.00; Summit Activity Center-Employee Deductions-\$810.35; United Way-Employee Deductions-\$105.00; Vast Broadband-Internet Services-June-\$6,961.49; Wellmark Blue Cross-Health Ins-August-\$88,582.58; Yankton Area Prog Growth-Sales Tax Reimbursement-\$91,877.40.

Roll Call: Members present voting "Aye:" Commissioners Blaalid, Gross, Hoffner, Johnson, Knoff, Sommer, Woerner, and Mayor Carda; voting "Nay:" None; Abstaining: Commissioner Ferdig. Motion adopted.

SALARIES-JULY 2015:

Administration-\$45,639.83; Finance-\$44,889.38; Community Development-\$27,417.40; Police-\$213,941.16; Fire-\$16,207.19; Engineering-\$66,512.47; Street-\$66,906.95; Traffic Control-\$2,605.16; Library-\$41,956.01; Parks/SAC-\$114,553.58; Memorial Pool-\$33,737.42; Marne Creek-\$7,563.75; Water-\$59,747.50; Wastewater-\$51,958.55; Cemetery-\$7,244.43; Solid Waste-\$28,941.07; Landfill-\$23,862.74; Golf Course-\$53,295.27; Central Garage-\$9,904.64.

PERSONNEL CHANGES & NEW HIRES:

New Hires: Holly Bouza-\$9.50 hr.-Rec. Division; Jim Gevens-\$14.00 hr.-Golf Division; Jessica Roth-\$8.75 hr.-Parks Division; Rebekah Schroeder-\$8.50 hr.-Library;

Wage Increase: Avery Brockberg-\$9.00 hr.-Rec. Division; Ramzie Cronin-\$9.25 hr.-Rec. Division; Cody Geary-\$9.25 hr.-Rec. Division; Brianna Geigle-\$9.25 hr.-Rec. Division; Katie Hauser-\$9.00 hr.-Rec. Division; Brianna Kelly-\$9.00 hr.-Rec. Division; Joseph Kelly-\$9.00 hr.-Rec. Division; Annie Kruse-\$9.00 hr.-Rec. Division; Kyra Liebig-\$9.00 hr.-Rec. Division; Alex McKee-\$9.00 hr.-Rec. Division; Tara Richardson-\$9.25 hr.-Rec. Division; Brett Sime-\$14.00 hr.-Golf Division; Kelsey Sutura-\$8.75 hr.-Rec. Division; Charlotte Taggart-\$9.25 hr.-Rec. Division.

Longevity:

Kevin Kuhl-\$3,728.12 bi-wk.-Public Works/Eng. & Insp.

City Manager Nelson submitted a written report giving an update on community projects and items of interest.

Action 15-249

Moved by Commissioner Knoff, seconded by Commissioner Sommer, that the following items on the consent agenda be approved.

1. Transient Merchant License and Special Events Dance License

Consideration of Memorandum 15-207 recommending approval of the applications from Historic Downtown Yankton for:

- A) Transient Merchant License for September 19, 2015;
 - B) Special Events Dance License for September 19, 2015.
2. Establish public hearing for a transfer of ownership & location
Establish August 24, 2015, as the date for the public hearing on the transfer of ownership and location of a Retail (on-off sale) Malt Beverage License for July 1, 2015, to June 30, 2016, from Hanten, Inc., (Ben Hanten, President) dba Ben's Brewing Company, 222 W. 3rd Street, to Annisproperties, Inc., (Kevin Annis, President) dba Patriot Express 02, 100 E. 4th Street, Suite A, Yankton, South Dakota.
 3. Establish public hearing for a New Retail Malt Beverage License
Establish August 24, 2015, as the date for the public hearing on the New Retail (on-off sale) Malt Beverage License for July 1, 2015, to June 30, 2016, from Hanten, Inc., (Ben Hanten, President) dba Ben's Brewing Company, 222 W. 3rd Street, Yankton, South Dakota.
 4. Establish public hearing for sale of alcoholic beverages
Establish August 24, 2015, 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 1 day, October 23, 2015, from Avera Sacred Heart Health Services (Taylor Tramp, Foundation Assistant), such event to be held at Pavilion Center, 1st, 2nd & 3rd Floors and 1st and 2nd Floor of Surgical Center on Avera Campus, Yankton, South Dakota.
 5. Establish public hearing for sale of alcoholic beverages
Establish August 24, 2015, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License for 1 day, September 19, 2015, from Historic Downtown Yankton, Inc., (Kathy Church Sec./Treas.) for a street dance between 2nd & 3rd Street on Douglas Avenue, Yankton, South Dakota.

Roll Call: Members present voting "Aye;" Commissioners Blaalid, Ferdig, Gross, Hoffner, Knoff, Sommer, Woerner, and Mayor Carda; voting "Nay:" None; Abstaining: Commissioner Johnson.
Motion adopted.

Action 15-250

This was the time and place for the public hearing on the application for a new Retail (on-sale) Liquor - Restaurant License for January 1, 2015, to December 31, 2015, from Bernard Properties, LLC, (Melcena Bernard, Managing Partner) dba Riverfront Events Center, 121-113 West 3rd Street, Yankton, South Dakota. (Memorandum 15-195) No one was present to speak for or against approval of the license application. Moved by Commissioner Knoff, seconded by Commissioner Gross, to approve the license.

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

Action 15-251

This was the time and place for the public hearing on the application for transfer of location of a Retail (on-sale) Liquor License for January 1, 2015, to December 31, 2015, from Bernard Properties, LLC, (Melcena Bernard, Managing Partner) dba Riverfront Events Center, 121-113 West 3rd Street, to Bernard Properties, LLC, (Melcena Bernard, Managing Partner) dba The Brewery, 200-204 Walnut Street, Yankton, South Dakota. (Memorandum 15-196) No one was present to speak for or against approval of the license application. Moved by Commissioner Blaalid, seconded by Commissioner Johnson, to approve the license.

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

Action 15-252

This was the time and place for the public hearing for Resolution 15-58, a Resolution of Necessity Necessity for a Special Assessment District for Improvements on Lot One A (1A) less Parcel Five (5), Lot Three A (3A), less Parcel Four (4), and less part of Parcel Fifteen (15), Lot Five A (5A), Lot Six (6), except Parcels One (1), Two (2) and Three (3), Block One (1), Slaughter’s Subdivision in the City of Yankton, South Dakota, address 2101 Broadway, Yankton-Omaha Partnership, owner. (Memorandum 15-197) Terry Claugh, CEO of GP-Dial-Yankton, LLC, was present to explain the proposed project and to answer questions. Toby Morris, Dougherty, Inc., was also present to explain the process. Moved by Commissioner Knoff, seconded by Commissioner Johnson, to adopt Resolution 15-38, contingent upon all legal requirements being met.

RESOLUTION 15-38
A RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING
IMPROVEMENTS AT THE YANKTON MALL

WHEREAS, GP-DIAL-YANKTON LLC, a Nebraska limited liability company (the “Developer”) operates/manages the Yankton Mall located in Yankton, South Dakota (hereinafter referred to as the “Mall”); and

WHEREAS, the Mall originally opened in 1969 and underwent an expansion in 1978; and

WHEREAS, in recent years, the Mall has experienced declining sales and increasing vacancies with increasing competition from larger and new retail development in the Yankton area; and

WHEREAS, Developer plans to redevelop the Mall to include the demolition of approximately 26,000 square feet of existing building and the reconstruction of approximately 9,200 square feet, make additional interior improvements, exterior improvements, parking lot repairs, milling, overlay and sidewalk improvements, remodeled entrances and doors, exterior landscaping, monuments, island, irrigation and lighting; and

WHEREAS, the improvements are being undertaken as the facades of the stores located within the Mall are outdated, and the overall appearance is in need of renovation to keep up with the changing styles adding an open-air court concept; and

WHEREAS, the City possesses economic development powers under SDCL Chapter 9-54.

WHEREAS, the City wishes to assist in retail economic development by assisting Developer in the rehabilitation of retail property located in the City by the purchase of easements; and

WHEREAS, the City has the power pursuant to SDCL §§ 9-12-1(2) and 9-43-76 to acquire easements and make local improvements for economic development; and

WHEREAS, the City finds that issuance of special assessment bonds and use of the proceeds to purchase façade, parking and emergency management easements from Developer and cause local improvements to be made thereon would further the commercial development of the city, encourage and assist in the location of new retail businesses, expand existing business development

and promote the economic stability of the City by providing greater employment opportunities.

BE IT RESOLVED THAT the Board of City Commissioners as follows:

Section 1. Declaration of Necessity. The Board of City Commissioners does hereby deem it necessary to construct a local improvement to be financed, in total or in part, by special assessments in accordance with the plans and specifications on file at City Hall and open to public inspection during regular business hours. The recitals are incorporated herein as findings.

Section 2. General Nature of Improvement. The proposed improvements shall consist of the demolition of approximately 26,000 square feet of existing building and the reconstruction of approximately 9,200 square feet, make additional interior improvements, exterior improvements, parking lot repairs, milling, overlay and sidewalk improvements, remodeled entrances and doors, exterior landscaping, monuments, island, irrigation and lighting.

Section 3. Materials to be used. The materials to be used or material from which a choice may be made are as follows:

Asphalt
Compressed and uncompressed earth, and landscape materials
Concrete
Composites
Thermal Protection, Moisture protection, and/or Building Insulation
Door - Windows
Electrical systems and equipment, including lighting
Surface finishing
Masonry, mortar, and/or grout
Metals
Plastics
Building and lot Security
Telecommunications
Wood

Section 4. Estimated Cost. The initial estimated total cost is One Million Five Hundred Thousand Dollars (\$1,500,000) to Two Million Dollars (\$2,000,000).

Section 5. Classes of Lots to Be Assessed. The classes of lots to be assessed are as follows:

All Commercial Lots

Section 6. Method of Apportioning Benefits. The method of apportioning the benefits to the lots is as follows:

All benefits shall be spread upon:

Lot One A (1A) less Parcel Five (5), Lot Three A (3A), less Parcel Four (4), and less part of Parcel Fifteen (15), Lot Five A (5A), Lot Six (6), except Parcels One (1), Two (2) and Three (3), Block One (1), Slaughter's Subdivision in the City of Yankton, South Dakota.

Section 7. City Assumption of Costs. The City has determined that it will not assume or pay any portion of the costs of the improvements.

Section 9. Plan of File with Finance Officer. The details, plans, and specifications may be reviewed at the finance office during regular office hours.

Section 10. Effective Date. This resolution shall become effective twenty days after publication upon which the City may cause the improvements to be made, may contract for the improvements, and may levy and collect special assessments as provided in SDCL Chapter 9-43

Roll Call: Members present voting "Aye:" Commissioners Blaalid, Ferdig, Gross, Hoffner, Johnson, Knoff, Woerner, and Mayor Carda; voting "Nay:" None; Abstaining: Commissioner Sommer.
Motion adopted.

Action 15-253

Moved by Commissioner Knoff, seconded by Commissioner Blaalid, to approve the Development Agreement between the City of Yankton, South Dakota, and Yankton-Omaha Partnership, through GP-Dial-Yankton. LLC. (Memorandum 15-197)

Roll Call: Members present voting "Aye:" Commissioners Blaalid, Ferdig, Gross, Hoffner, Johnson, Knoff, Woerner, and Mayor Carda; voting "Nay:" None; Abstaining: Commissioner Sommer.
Motion adopted.

Action 15-254

Moved by Commissioner Knoff, seconded by Commissioner Blaalid, to adopt Resolution 15-42. (Memorandum 15-197)

RESOLUTION 15-42

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE CITY OF YANKTON SPECIAL ASSESSMENT BOND, SERIES 2015, IN THE PRINCIPAL AMOUNT OF UP TO \$2,000,000; FIXING THE FORM AND SPECIFICATIONS OF THE BOND; RATIFYING AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN RELATED INSTRUMENTS.

WHEREAS, the City of Yankton, South Dakota (the "City ") is authorized by SDCL Chapter 9-43, as amended (the "Law") to issue special assessment bonds which are not general obligations of the City, but which are payable from payments of assessments levied by the City against properties benefited by the Improvements paid for by the net proceeds of such Bond; and

WHEREAS, the City has authorized the Improvements which consist of the demolition of approximately 26,000 square feet of existing building and the reconstruction of approximately 9,200 square feet, make additional interior improvements, exterior improvements, parking lot repairs, milling, overlay and sidewalk improvements, remodeled entrances and doors, exterior landscaping, monuments, island, irrigation and lighting, (the "Improvements"), shall let construction contracts for the Improvements and shall direct assessments to be levied against the properties benefited by the Improvements; and

WHEREAS, the City requires financing to pay for the Improvements and desires to raise the money for the financing therefore by issuing its Special Assessment Bond, Series 2015 ("Bond"), in the principal amount of up to \$2,000,000; and

WHEREAS, the payments of assessments for all of the Improvements will be used to secure the Bond; and

WHEREAS, the City Commission (the "City") hereby finds and determines that issuing the Bond to finance the Improvements will promote the public welfare, safety, convenience and prosperity of the District and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF YANKTON, YANKTON COUNTY, SOUTH DAKOTA:

Section 1. Ratification of Prior Actions and Declaration of Necessity. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the City and by the officers of the City directed toward the issuance of the bond are hereby ratified, approved and confirmed. The City hereby declares a necessity to issue Special Assessment Bond, Series 2015.

Section 2. Issuance of Special Assessment. To provide funds to pay the costs of the Improvements, the District shall issue, without a vote to its electors, its registered Bonds, in an aggregate principal amount of up to \$2,000,000, to be issued in full conformity with the provisions of SDCL 9-43-114 and 6-8B. The Bond shall be issued in lieu of Special Assessment Certificates and shall be payable solely from special assessments made against property benefited from the Improvements. The Bond does not constitute a debt within the meaning of the Constitution of the State of South Dakota.

The Bond will be dated in 2015 and shall also bear the date of authentication, shall be in fully registered form shall be on such terms and conditions as are determined by the Mayor and Finance Officer, and the Bond shall become due and payable as determined by the Mayor and Finance Officer.

The Bond shall be signed by the signatures of the Mayor and of the Finance Officer and countersigned by the signature of an Attorney Resident in the State of South Dakota and in case any officer whose signature shall appear on any bond shall cease to be such officer before the delivery of such bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 3. Redemption. The Bond is redeemable prior to maturity at the option of the City, on the dates and terms set forth in the bond certificate. All redemptions shall be in accordance with SDCL §6-8B.

Prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bond or portions of Bond which are to be redeemed on that date.

Section 4. Authentication. The Bond shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until such certificates of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such bond shall be conclusive evidence that such bond has been authenticated and delivered under this resolution. The certificate of authentication on the bond shall be

deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar.

Section 5. Registration of Bond; persons treated as owners. The City shall cause books (the "Bond Registrar") for the registration and for the transfer of the Bond as provided in this resolution to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple bond blanks executed by the City for use in the transfer and exchange of Bond.

5.1. Transfer. Upon surrender for the transfer of any bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered bond of the same maturity or authorized denominations, for a like aggregate principal amount. Any fully registered bond may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of bond of the same maturity of other authorized denominations. The execution by the City of any fully registered bond shall constitute full and due authorization of such bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such bond, provided, however, the principal amount of outstanding Bond of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bond for such maturity less previous retirements. The Bond Registrar shall not be required to transfer or exchange any bond which is subject to redemption, during the period of fifteen days next preceding mailing of a notice of redemption of any Bond.

5.2. Registered Owner. The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes. The payment of the interest on any bond shall be made only to or upon the order of the registered owner thereof at the close of business on the fifteenth day in the month next preceding the interest payment date, or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

5.3. No Service Charge for Transfer. No service charge shall be made for any transfer or exchange of Bond, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bond.

Section 6. Form of Bond. The Bond shall be prepared in substantially the form as approved by the Finance Officer. The Bond may be issued as a single or in multiple maturities, with optional or mandatory redemption provisions.

Section 7. Sale of Bond. The Mayor and Finance Officer are authorized to sell said Bond upon terms and conditions not inconsistent with this resolution. The Finance Officer shall deliver upon receipt of the purchase price therefore; the Bond to said purchaser.

Prior to the delivery of any of the Bond, the Finance Officer shall execute a certificate describing the improvements which are to be financed by the proceeds of the Bond being delivered,

stating the amount of unpaid assessments for such improvements, and stating that said assessments have been appropriated and pledged to the bond fund hereby created.

Section 8. Creation of Bond Fund. The proceeds of the Bond, including accrued interest thereon, upon receipt thereof, shall be deposited promptly by the Finance Officer and shall be accounted for in the following manner and are hereby pledged therefore:

8.1. Accrued interest received for the Bond shall be deposited in the Special Assessment Bond Series 2015 Bond Fund (the "Bond Fund") which is hereby created for the payment of the principal of and interest on the Bond. The accrued interest and funds deposited by the District at the time of the delivery of the Bond, shall be used for the first installment of interest on the Bond; and

8.2. The balance of such proceeds shall be credited to the improvement account created by the Finance Officer to pay the costs of, or reimburse the City for the costs of, the improvements.

Section 9. Authorization of Easements. The Mayor and Finance Officer are authorized to enter into easements upon which the Improvements are to be made.

Section 10. Pledge of Special Assessments. The Special Assessment Bond Fund 2015 (hereafter "Bond Fund") is hereby created. For the purpose of providing the necessary funds to make required payments of principal of and interest on the Bond, the City hereby irrevocably pledges all amounts derived from special assessments for all improvements and all moneys in the Bond Fund. No moneys may be transferred out of the fund until all obligations which are or may be charged against the Bond Fund have been discharged.

10.1. Deposit of Assessments into Bond Fund. Such assessments, when collected and received by the City, shall be deposited immediately into the Bond Fund. In the event the amount in the Bond Fund is insufficient to pay all principal and interest when due, such amount shall first be used to pay any past due interest and then in pro rata payment of current interest. Any balance shall be paid on Bond issued hereunder in order of serial numbers; provided that no bondholder shall be compelled to accept partial payment on any bond.

10.2. Transfer of Surplus Funds. In the event that the Bond Fund is insufficient to pay principal or interest on the Bonds the City covenants to transfer or loan surplus funds to the Bond Fund to pay principal or interest of the Bonds.

Section 11. Event Constituting Default. In event of nonpayment of principal or interest on the Bond, such action shall constitute a default and shall enable the holders of any outstanding Bond, whether or not the same shall be due, acting individually or collectively, to take such action as they may deem necessary to protect the security of their Bond.

Section 12. Registered Form. The City recognizes that Section 149(a) of the Code requires the Bond to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bond is delivered. In this connection, the City agrees that it will not take any action to permit the Bond to be issued in, or converted into, bearer or coupon form.

Section 13. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of the Bond and upon transfer shall add the name and address of the new bondholder and eliminate the name and address of the transferor bondholder.

Section 14. Authorization to Furnish Information. The Finance Officer is authorized and directed to furnish to bond counsel certified copies of all proceedings and records of the City relating to the Bond and to the Improvements financed thereby and to the right and power of the City to make the assessments securing payment of the Bond and all said certified copies and certificates shall be deemed representative of the District as to the facts therein stated.

Section 15. Authorization to Take Action. The Mayor and Finance Officer of the City are hereby authorized and directed to take all other action necessary or appropriate to effectuate the provisions of this resolution, including without limiting the generality of the foregoing, negotiating the final terms of the sale, the printing of the Bond, and the execution of such certificates as may reasonably be required, including, without limitation, certification relating to the signing of the Bond, the tenure and identity of the City's officials, the exemption of interest on the Bond from federal income taxation, the receipt of the bond purchase price and, if in accordance with the facts, the absence of litigation affecting the validity thereof.

Section 16. Resolution Constitutes Contract. After the Bond has been issued, this resolution shall constitute a contract between the City and the holder or holders of the Bond, and shall be and remain irrevocable and unalterable until the Bond and the interest accruing thereon shall have been duly paid, satisfied and discharged.

Section 17. This resolution shall become effective immediately upon its passage.

EXHIBIT A DESCRIPTION OF PROJECT

The Improvements shall consist of the demolition of approximately 26,000 square feet of existing building and the reconstruction of approximately 9,200 square feet, make additional interior improvements, exterior improvements, parking lot repairs, milling, overlay and sidewalk improvements, remodeled entrances and doors, exterior landscaping, monuments, island, irrigation and lighting. All benefits shall be spread upon:

Lot One A (1A) less Parcel Five (5), Lot Three A (3A), less Parcel Four (4), and less part of Parcel Fifteen (15), Lot Five A (5A), Lot Six (6), except Parcels One (1), Two (2) and Three (3), Block One (1), Slaughter's Subdivision in the City of Yankton, South Dakota.

Roll Call: Members present voting "Aye:" Commissioners Blaalid, Ferdig, Gross, Hoffner, Johnson, Knoff, Woerner, and Mayor Carda; voting "Nay:" None; Abstaining: Commissioner Sommer.
Motion adopted.

Action 15-255

This was the time and place for the second reading and public hearing for Ordinance No. 980, AN ORDINANCE TO REZONE PROPERTY DESCRIBED HEREIN. (Memorandum 15-198) There was no one present to speak for or against adoption of the ordinance. Moved by Commissioner Gross, seconded by Commissioner Blaalid, to adopt Ordinance No. 980.

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

Action 15-256

The request for a letter of support from the City of Yankton for the proposed purchase and rehabilitation of an existing 17-unit apartment complex located at 1006 Whiting Drive, by Costello Companies, Sioux Falls, South Dakota, was considered. (Memorandum 15-200) Bonnie Mogen, representing Costello Companies, was present to answer questions about the project. Moved by Commissioner Blaalid, seconded by Commissioner Johnson, to authorize the Mayor to sign a letter of support for the proposed 17-unit apartment complex rehabilitation project at 1006 Whiting Drive.

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

Action 15-257

Moved by Commissioner Blaalid, seconded by Commissioner Knoff, to adopt Resolution 15-39. (Memorandum 15-199)

RESOLUTION 15-39

WHEREAS, it appears from an examination of the plat of Tract 3, Ryken Addition in the W ½ of the NW ¼, Section 14, T93N, R56W of the 5th P.M., Yankton County, South Dakota, prepared by John L. Brandt, a registered land surveyor in the State of South Dakota, and

WHEREAS, such plat has been prepared according to law and is consistent with the City’s overall Comprehensive Development Plan.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the plat for the above described property is hereby approved.

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

Action 15-258

Moved by Commissioner Sommer, seconded by Commissioner Blaalid, to adopt Resolution 15-40. (Memorandum 15-201)

RESOLUTION 15-40

WHEREAS, the Yankton Board of City Commissioners has determined that the below described city owned property should be included in the corporate limits as permitted by SDCL.

NOW, THEREFORE, BE IT RESOLVED by The Board of City Commissioners of the City of Yankton, South Dakota, that the following described real property is hereby annexed into the corporate limits of the City of Yankton, South Dakota:

DESCRIPTION OF TRACT TO BE ANNEXED

Tract 1 in Lot A in the Southeast Quarter (SE1/4), Tract 2 in Lot A in the Southeast Quarter (SE1/4), Section Thirty Six (36), Township Ninety Four (94) North, Range Fifty Six (56) West of the 5th P.M., and,

Tract 3 in Lot A in the Southeast Quarter (SE1/4), Section Thirty Six (36), Township Ninety Four (94) North, Range Fifty Six (56) West of the 5th P.M., and

The adjacent Broadway Avenue and 31st Street right of way.
All being approximately 55.8 acres.

As shown on the attached Exhibit A.

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

Action 15-259

Moved by Commissioner Blaalid, seconded by Commissioner Sommer, to approve change order No. 3 from AB Contracting, LLC, for the Wastewater Treatment Plant Outfall Improvements Project, a decrease in project cost of \$3,369.51 for a new contract total of \$571,640.54, to accept the project as complete, and to authorize the City Finance Officer to issue a manual check in the amount of \$54,902.20 to Northern Escrow, Inc. (AB Contracting, LLC), West St. Paul, Minnesota, as final payment for the project. (Memorandum 15-203)

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

Action 15-260

Moved by Commissioner Knoff, seconded by Commissioner Gross, to authorize Director of Environmental Services, Kyle Goodmanson, to sign the amendment to the contract with Bartlett & West, Inc., Wichita, Kansas, an increase in the amount of \$131,000.00, for additional design services for the Lift Station Project. (Memorandum 15-204)

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

Action 15-261

Moved by Commissioner Sommer, seconded by Commissioner Blaalid, to adopt Resolution 15-35. (Memorandum 15-205)

RESOLUTION 15-35
Special Events Parking Request

WHEREAS, the City Commission adopted an Ordinance allowing for no parking designation for special events within the City of Yankton; and

WHEREAS, this Resolution would authorize the City of Yankton to tow vehicles that are parked in the defined area or areas and times specified for said Special Events; and

WHEREAS, Historic Downtown Yankton, Inc. has made a request to enact this no parking

zone for their event on September 19, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on Douglas Avenue from 2nd Street to 3rd Street for September 19, 2015 from 5:00 P.M. to 11:59 P.M.

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

Action 15-262

Commissioner Blaaid introduced and Mayor Carda set the date as August 24, 2015, for a public hearing regarding the Community Development Block Grant administrative process for Regional Technical Education Center in providing CNC-Robotics training equipment under the Governor’s Workforce Initiative.

Action 15-263

Moved by Commissioner Knoff, seconded by Commissioner Blaaid, to adopt Resolution 15-41. (Memorandum 15-202)

RESOLUTION 15-41
A RESOLUTION AUTHORIZING THE REMOVAL OF THE STOP
SIGNS, FOR THE NORTH-SOUTH BOUND TRAFFIC AT THE 29TH STREET & FOX RUN
PARKWAY INTERSECTION

WHEREAS, conditions at the intersection of 29th Street & Fox Run Parkway intersection does not meet the warrants for a multi-stop condition and;

WHEREAS, the traffic entering the intersection on the major street approaches should take preference over that traffic entering the intersection on the minor street approach and;

WHEREAS, it is provided by the Code of Ordinances of the City of Yankton that the City has the authority to place and maintain all regulatory signs that meet the requirements of the Manual on Uniform Traffic Control Devices.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that the stop condition for the north-south bound traffic, at the intersection of 29th Street and Fox Run Parkway, be removed.

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

Action 15-264

Moved by Commissioner Blaaid, seconded by Commissioner Sommer, to adjourn into Executive Session at 8:03 p.m. to discuss personnel and contractual matters.

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 Carda.

Roll Call: Present: Commissioners Blaalid, Ferdig, Gross, Hoffner, Johnson, Knoff, Sommer, and Woerner. City Attorney Den Herder and City Manager Nelson were also present. Absent: None. Quorum present.

Action 15-265

Moved by Commissioner Blaalid, seconded by Commissioner Sommer, to adjourn at 8:35 p.m.

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

Motion adopted.

David Carda
Mayor

ATTEST:

Al Viereck
Finance Officer

Published August 19, 2015

PROCLAMATION

WHEREAS, the American Cribbage Congress Grand National Tournament XXXIV (34) will be held in Yankton, South Dakota, September 17-20, 2015, with all events being held at the Best Western Kelly Inn and Minerva's; and

WHEREAS, There will be approximately 300 cribbage players from 30 states competing in eight separate events in Yankton, with the Main Tournament deciding who will be the Cribbage Grand National Champion for 2015; and

WHEREAS, The Grand National Cribbage Tournament is being directed by Yankton resident, Scott Kooistra, a former Grand National and National Open Champion, who was the youngest member elected into the Cribbage Hall of Fame; and

WHEREAS, The Yankton Cribbage Club #397 was formed in 2013, and now has 35 National A.C.C. members; and

NOW, THEREFORE, I, DAVID CARDA, MAYOR OF THE CITY OF YANKTON, SOUTH DAKOTA, do hereby support the American Cribbage Congress Grand National Tournament to be held in Yankton September 17-20, 2015 and hereby proclaim September 17-20, as:

AMERICAN CRIBBAGE CONGRESS WEEK IN YANKTON

IN WITNESS THEREOF, I invite all citizens to come out and watch this one-of-a-kind tournament and cheer on your local favorites.



Mayor David Carda

Date

Finance Officer Al Viereck

Date



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 50, NUMBER 16

Commission Information Memorandum

The Yankton City Commission meeting on Monday, August 24, 2015, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Fire Department

SAPA has agreed to replace Yankton Fire Department equipment damaged in the effort to suppress a fire at their plant on August 3. Equipment which will be replaced includes 8 sets of firefighter turnout gear, 4 lengths of hose, one pair of boots and 13 pairs of gloves. They will also be replacing gear that was damaged for the Gayville Fire Department. We thank SAPA for their quick resolution to this matter.

2) Community Development Update

With a more ordinary growing season this year, staff anticipates the amount of tree branches not meeting the clearance requirements over streets and sidewalks in line with historic averages. Staff will be sending post cards to property owners on October 5 reminding them that low hanging branches need to be trimmed to allow 10-feet of clearance over sidewalks and 12- feet of clearance over streets and alleys. Along with this mailing, we will be producing a series of media releases notifying City residents that tree trimmings can be dropped off at the Yankton Transfer Station free of charge from October 12 through October 24. Staff will also be starting the annual street tree inspections on October 26. Inspections will start on the principal arterials and continue throughout the City.

3) Human Resources

Five applications were received for the Police Sergeant internal advertising. The applications were turned over to the Police Department for review. As part of the process, testing will be done on September 14 and study guides have been given out to all the applicants. The applicants will be scheduled for interviews on September 17.

Applications for the Assistant Golf Pro/Assistant Clubhouse Manager closed on August 14. Seven applications were received and these applications were turned over to the Parks and Recreation Director to start the review and interview process.

Applications for the Grounds Maintenance Worker close on August 26, 2015.

Although summer is coming to a close and summer staff are heading back to school, many of our services are still operating.

4) Information Services

The City's new website development was transferred to the programmers on July 24th. The current timeline for a working prototype with migrated content is September 14th. Once the initial prototype is complete, City staff will be trained in using the content management system and finish the migration of page content to the new site.

Information and Technology Services staff has participated in several pre-deployment meetings with the state and the contractors regarding nextgen 911 rollout. The current timetable for local deployment is 10/2015-3/2016. Another walk thru meeting is scheduled for August 18th.

Software migration to the cloud for the SAC has been scheduled for the 2nd week of September. Also, Community Development, Fire and IT staff have viewed a number of web based software demos on code enforcement, inspection and permits. Software selection process will continue with cost proposals and evaluation of the services offered.

5) Public Services Department Update

The asphalt streets to be paved in the 2015 program have been completed.

The staff has been asked to explore the possible use of geo-thermal well fields and the installation of water service to private hangars at the airport. Coordination with the FAA and others is important to insure these types of improvements can be permitted and are completed in an acceptable manner.

Coordination with the Yankton School District has been accomplished in anticipation of the start of the school year on August 20th.

The painting of the barrel hangar at the Chan Gurney Municipal Airport has been completed.

Enclosed with this packet is the bid advertisement for the stand by electrical generator for central garage.

6) Environmental Services Department

The Collector Well Project continues to move forward. The contractor has completed drilling all 13 laterals. The contractor is in the process of developing each lateral. The development process could take anywhere from several weeks to several months depending on the aquifer. After development the contractor will begin work on the pump house and pumping equipment.

Five members of the water and wastewater staff will be attending the South Dakota Water and Wastewater Association (SD WWA) Annual Conference in Spearfish, September 15-18th. The conference includes annual board meetings, banquet & awards ceremony, manufacturers' displays, and classroom sessions. Staff members attending the conference will receive 10 hours of continuing education units towards certification renewal.

7) Finance Department Update

The City of Yankton's 2014 Comprehensive Annual Financial Report has been submitted to the South Dakota Department of Legislative Audit (DLA). Approval is anticipated in the coming weeks. Copies will be distributed to the commission once final approval is complete.

Please see the enclosed Monthly Finance Report for July 2015.

8) Library Update

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

9) Parks and Recreation Department Update

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

10) Police Department Update

YPD's summer intern has completed his time with the agency. Grant Dickes will now finish up classes in Lincoln NE. During his time here, we allowed Grant to work with all aspects of law enforcement, including dispatch.

We've started preparing for the changeover to 12 hr. shifts. We'll also be testing for the replacement K9 handler for Sgt. Foote. Once these positions are selected, we'll move into the shift bidding process which will be effected by DARE, SRT positions, and other specialized training. We will hold an annual BID in the fall for officers interested in changing shifts.

Our 2 newest cruisers have arrived and you may have already noticed 1 on the streets already. We're working on getting the second one operational. Once these 2 are on the streets, we will pass 1 of the older models onto Dan Thompson, our School Resource Officer.

11) Monthly reports

Joint Powers Solid Waste and Fox Run Golf Course monthly reports are included for your review. Minutes from the Planning Commission and Golf Advisory Board 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

Publishing Dates: T.B.D., 2015

NOTICE TO BIDDERS

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., 2015., 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., 2015, after 7:00 PM, in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received for the following:

**City of Yankton
Standby Generator
Vehicle Maintenance Garage**

This project involves the following:

All equipment, labor, components and expertise necessary for the complete installation of a standby generator. The contractor shall be responsible for inspecting the premises and identifying existing conditions for the installation of all components.

Copies of the specifications may be obtained at the office of the Department of Public Services, 416 Walnut Street, Yankton, South Dakota 57078 or by telephoning (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.

Kevin Kuhl
City of Yankton, South Dakota

Publishing Dates: August 13 & August 17, 2015

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 27th day of August, 2015, 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 the 14th day of September, 2015, 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 BULK DE-ICING SALT FOR THE 2015-2016 SEASON

The work to be done under this contract consists of the supplying and delivery of bulk street de-icing salt FOB City of Yankton's salt storage facility.

Copies of the specifications may be obtained at the office of the Department of Public Works, Street Division, 700 East Levee Street, Yankton, South Dakota or by phoning (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.

Kevin Kuhl, PE
Director of Public Works
City of Yankton, South Dakota

Dated: August 13, 2015

- THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER -

FINANCE MONTHLY REPORT

Activity	JULY 2015	JULY 2014	JULY 2015 YTD	JULY 2014 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	79,032	61,925	373,821	357,322
Water Billed	\$544,060.92	\$443,306.14	\$2,829,691.79	\$2,627,038.56
Basic Water Fee/Rate per 1000 gal.	\$15.45/\$5.08	\$15.00/\$4.93		
Number of Accounts Billed	5,412	5,361	36,517	36,413
Number of Bills Mailed	5,412	5,361	36,517	36,413
Total Meters Read	5,653	5,543	39,074	38,730
Meter Changes/pulled	6	16	26	395
Total Days Meter Reading	1	1	7	10
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	1	0	3
Sewer				
Sewer Billed	\$280,496.75	\$252,850.54	\$1,872,190.94	\$1,735,097.03
Basic Sewer Fee/Rate per 1000 gal.	\$8.37/\$5.06	\$7.97/\$4.82		
Solid Waste				
Solid Waste Billed	\$77,847.29	\$75,214.10	\$540,942.27	\$523,070.31
Basic Solid Waste Fee	\$16.63	\$16.15		
Total Utility Billing:	\$902,404.96	\$771,370.78	\$5,242,825.00	\$4,885,205.90
Adjustment Total:	(\$596.00)	(\$6,523.09)	(\$2,777.85)	(\$6,420.92)
Misread Adjustments	\$0.00	(\$34.30)	\$0.00	(\$58.95)
Other Adjustments	(\$506.00)	(\$6,278.79)	(\$1,567.85)	(\$5,671.97)
Penalty Adjustments OFF	(\$100.00)	(\$220.00)	(\$1,360.00)	(\$770.00)
Penalty Adjustments ON	\$10.00	\$10.00	\$150.00	\$80.00
New Accounts/Connects	99	72	695	597
Accounts Finaled/Disconnects	63	63	349	384
New Accounts Set up	5	3	28	12
Delinquent Notices	379	433	2,724	2,810
Doorknockers	169	153	976	995
Delinquent Call List	132	68	665	472
Notice of Termination Letters	27	11	112	94
Shut-off for Non-payment	6	6	36	30
Delinquent Notice Penalties	\$3,790.00	\$4,330.00	\$27,240.00	\$28,100.00
Doorknocker Penalties	\$1,690.00	\$1,530.00	\$9,760.00	\$9,950.00
Other Office Functions:				
Interest Income	\$8,143.05	\$4,995.96	\$46,942.73	\$31,471.92
Interest Rate-Checking Account	0.43%	0.28%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	212	197		
Payments Issued to Vendors	\$ 3,084,606.44	\$ 1,556,165.55	\$ 13,085,145.54	\$ 8,422,183.67
# of Employees on Payroll	279	292		
Monthly Payroll *	\$ 668,942.47	\$ 452,679.53	\$ 3,203,843.28	\$ 2,813,446.53

*3 payperiods

Yankton Community Library

Fall Programs:

We are preparing for fall programs this month. After school programs take place every Thursday at 3:45 p.m. and begin the week of August 31. Story time and toddler time start the week of September 14.

Food for Fines:

August 1-10, we collected 49 jars of peanut butter/jelly with all donations going to the Contact Center. We collect tuna and Tuna Helper September 1-10.

Printing/Computer Management Software:

We are participating in a demonstration for a new software that manages both computer access and printing from computers. We have already participated in one demo. In the near future, we, along with input from the City IT staff, will make the decision about which software to purchase.

Collection Management:

We recently completed a move within the adult fiction collection to give us more room on the shelves. We are also using this month to do extensive shelf reading and pulling some damaged items either for replacement or withdrawal.

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

1st -half of August information:

Fitness Classes-	
Early Bird Boot Camp class	37 participants
Power Abs	38 participants
Prime Time Senior class	29 participants
Tabata class	39 participants
Tiny Tots Play Club	Closed for the season
Water aerobics	209 participants
Work-Out Express class	74 participants
Yoga classes	67 participants
Zumba class	40 participants

Rentals-	
o Birthday rentals-	3 parties
o SAC courts-	0 hours
o Theater-	0 hours
o Meeting rooms-	3 hours
o City Hall courts-	0 hours
o Capital Building-	4 dates
o Riverside shelters-	4 rentals
o Memorial shelters-	4 rentals
o Westside shelter-	2 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	1 rental

SAC members-	1,962 people
SAC memberships-	834
SAC attendance-	2,403 visits
New members-	16 people

Todd is working on the 2016 Ribfest event. Saturday, June 4, 2016.

The Memorial Pool received a thank you from Yankton County Parents as Teachers organization:
We had a fantastic evening last night and it was a great fundraiser! Thank you so much. Liz and the other lifeguards were so helpful!

Deanna Branaugh

Saturday, August 1- Great Day of Play at Memorial Pool. Free Swim. 120 participants.
Co-ed Softball Tournament. 27 teams participated. 4 divisions.

Friday, August 7- Yankton Recreation Duathlon. 18 participants.

Sunday, August 16- Memorial Pool Family Night- Back to School Round-Up donations for entry.

PARKS

Working with a concrete contractor for the Meridian Bridge Plaza Phase II project. The path along the east side leading from Phase I of the plaza heading south and connecting back in to the current trail by going under the upper deck has been completed. An electrician is installing a light at the Submarine Memorial to shine on the United States Flag that flies there throughout the spring, summer, and fall. The path that will be installed south of Levee Street that will pass by the Submarine Memorial and the Meridian Bridge Monument will be completed after Riverboat Days. The corten steel planters (four total) will be installed on both sides of the upper level ramp after Riverboat Days.

Westside Pond was treated with chemicals to help kill the weed growth in the pond.

Also, the artesian well that feeds the pond is not flowing as much water as in the past which effects the water level in the pond. A well company is going to work on the well to try and gain back the past flow levels. When the pond level drops, it effects the operations of the fountain since that area where the fountain is placed is not very deep.

The Parks Staff are delivering picnic tables, benches, trash cans, dumpsters, fence, and other event support materials as scheduled prior to the community's weekend events.

The ball fields at Sertoma Park, Summit Activities Center, and Riverside Park are being dragged and prepared each weekday according to game schedules submitted to the Parks Department.

TRAILS

The RR underpass project north of 15th Street and west of Locust has begun. Deadline for the project completion is September 1, 2015.

GOLF

Amy, Todd, and Kevin Doby will be working through a staffing transition plan for moving forward with future operations at the course. The City has advertised for an Assistant Golf Professional position at Fox Run. There were eight applicants but only two assistant golf professionals.

Description	Yankton Transfer	Vermillion Landfill	Total Joint	7 Month Budget	Legal 2015 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	<u>\$587,778.85</u>	<u>\$412,149.09</u>	<u>\$999,927.94</u>	<u>\$857,500.00</u>	<u>\$1,470,000.00</u>
<i>Expenses:</i>					
Personal Services	132,617.81	189,474.84	322,092.65	337,565.67	578,684.00
Operating Expenses	137,197.57	195,794.36	332,991.93	436,317.00	747,972.00
Depreciation (est)	64,074.61	94,071.63	158,146.24	234,284.17	401,630.00
Trench Depletion	0.00	42,866.85	42,866.85	45,500.00	78,000.00
Closure/Postclosure Resrv	0.00	4,670.51	4,670.51	4,754.17	8,150.00
Amortization of Permit	0.00	611.84	611.84	641.67	1,100.00
<i>Total Operating Expenses</i>	<u>333,889.99</u>	<u>527,490.03</u>	<u>861,380.02</u>	<u>1,059,062.67</u>	<u>1,815,536.00</u>
<i>Non Operating Expense-Interest</i>	<u>0.00</u>	<u>22,442.43</u>	<u>22,442.43</u>	<u>39,253.08</u>	<u>67,291.00</u>
<i>Landfill Operating Income</i>	<u>253,888.86</u>	<u>(137,783.37)</u>	<u>116,105.49</u>	<u>(240,815.75)</u>	<u>(412,827.00)</u>
Joint Recycling Center					
<i>Total Revenue</i>	<u>57,006.39</u>	<u>93,855.77</u>	<u>150,862.16</u>	<u>171,675.00</u>	<u>294,300.00</u>
<i>Expenses:</i>					
Personal Services	12,401.03	112,652.17	125,053.20	131,452.42	225,347.00
Operating Expenses	29,563.69	34,719.07	64,282.76	96,870.67	166,064.00
Depreciation (est)	23,492.05	12,210.14	35,702.19	45,995.83	78,850.00
<i>Total Operating Expenses</i>	<u>65,456.77</u>	<u>159,581.38</u>	<u>225,038.15</u>	<u>274,318.92</u>	<u>470,261.00</u>
<i>Non Operating Expense-Interest</i>	<u>3,274.28</u>	<u>0.00</u>	<u>3,274.28</u>	<u>0.00</u>	<u>0.00</u>
<i>Recycling Operating Income</i>	<u>(11,724.66)</u>	<u>(65,725.61)</u>	<u>(77,450.27)</u>	<u>(102,643.92)</u>	<u>(175,961.00)</u>
<i>Total Operating Income</i>	<u>\$242,164.20</u>	<u>(\$203,508.98)</u>	<u>\$38,655.22</u>	<u>(\$343,459.67)</u>	<u>(\$588,788.00)</u>
Tonage in Trench:	<u>7/31/2014</u>	<u>7/31/2015</u>			
Asbestos	118.72	85.92	85.92	26.25	45.00
Centerville	137.16	165.23	165.23	154.58	265.00
Beresford	347.30	771.01	771.01	364.58	625.00
Clay County Garbage	7,336.69	6,699.54	6,699.54	7,700.00	13,200.00
Elk Point	572.59	593.85	593.85	595.00	1,020.00
Yankton County Garbage	11,912.99	12,914.03	12,914.03	12,716.67	21,800.00
<i>Total Tonage in Trench</i>	<u>20,425.45</u>	<u>21,229.58</u>	<u>21,229.58</u>	<u>21,557.08</u>	<u>36,955.00</u>
Operating Cost per ton			<u>\$41.63</u>	<u>\$50.95</u>	<u>\$50.95</u>

This report is based on the following:

- Revenue accrual thru July 31, 2015
- Expenses cash thru July 31, 2015 with August Bills

Description	Yankton Transfer	Vermillion Landfill	Total Joint	7 Month Budget	Legal 2015 Budget
Source of Funds					
<i>Beginning Balance</i>	\$426,842.00	\$1,351,279.00	\$1,778,121.00	\$1,675,317.00	\$1,675,317.00
<i>Operating Revenue:</i>					
Net Income	242,164.20	(203,508.98)	38,655.22	(343,459.67)	(588,788.00)
Depreciation	87,566.66	106,281.77	193,848.43	280,280.00	480,480.00
Trench Depletion	0.00	42,866.85	42,866.85	45,500.00	78,000.00
Amortization of Permit	0.00	611.84	611.84	641.67	1,100.00
<i>Non Operating Revenue:</i>					
Grant	0.00	30,290.91	30,290.91	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	30.36	30.36	14,000.00	24,000.00
Sale Proceeds	0.00	0.00	0.00	2,916.67	5,000.00
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	740.89	1,062.00	1,802.89	2,916.67	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(170,558.09)	170,558.09	0.00	68,833.33	118,000.00
Joint Recycling Center	(17,280.90)	17,280.90	0.00	0.00	0.00
Total Funds Available	569,474.76	1,516,752.74	2,086,227.50	1,746,945.67	1,798,109.00
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	153,402.33	54,027.00	207,429.33	91,875.00	157,500.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	4,670.51	4,670.51	4,754.17	8,150.00
<i>Joint Recycling Center</i>					
Equipment	0.00	8,970.00	8,970.00	143,208.33	245,500.00
<i>Payment Principal</i>					
Appropriation to Reserve	8,736.11	73,261.06	81,997.17	108,868.08	186,631.00
	0.00	0.00	0.00	0.00	0.00
Total Applied	162,138.44	140,928.57	303,067.01	348,705.58	597,781.00
Ending Balance	\$407,336.32	\$1,375,824.17	\$1,783,160.49	\$1,398,240.08	\$1,200,328.00

Joint Power Transfer/Landfill	Yankton	Vermillion	Total	7 Month	Legal
Description	Transfer	Landfill	Joint	Budget	2015 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$5,584.46	\$5,584.46	\$3,383.33	\$5,800.00
Elk Point	0.00	26,723.25	26,723.25	23,800.00	\$40,800.00
Centerville	0.00	7,435.35	7,435.35	6,183.33	10,600.00
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	34,695.34	34,695.34	14,583.33	25,000.00
Clay County Garbage	0.00	337,032.42	337,032.42	297,500.00	510,000.00
Compost-Yd Waste-Wood	0.00	2,842.51	2,842.51	1,166.67	2,000.00
Contaminated Soil	0.00	2,934.71	2,934.71	291.67	500.00
White Goods	0.00	4,374.50	4,374.50	4,375.00	7,500.00
Tires	0.00	6,449.30	6,449.30	1,458.33	2,500.00
Electronics	0.00	4,382.70	4,382.70	1,750.00	3,000.00
Other Revenue	2,199.80	4,383.44	6,583.24	4,433.33	7,600.00
Less Recycling Tipping Fee	(37,291.47)	(24,688.89)	(61,980.36)	(64,341.67)	(110,300.00)
Cash long	(0.50)	0.00	(0.50)	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	28,604.81	0.00	28,604.81	29,166.67	50,000.00
Transfer Fees	594,266.21	0.00	594,266.21	533,750.00	915,000.00
Total Revenue	587,778.85	412,149.09	999,927.94	857,500.00	1,470,000.00
<i>Expenses: (cash)</i>					
Personal Services	132,617.81	189,474.84	322,092.65	337,565.67	578,684.00
Insurance	15,638.01	6,062.41	21,700.42	15,780.33	27,052.00
Professional Service/Fees	13,576.82	16,527.01	30,103.83	30,333.33	52,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	2,145.92	2,145.92	7,000.00	12,000.00
State Fees	0.00	21,229.58	21,229.58	21,557.08	36,955.00
Professional - Legal/Audit	749.80	0.00	749.80	145.83	250.00
Publishing & Advertising	0.00	816.05	816.05	1,050.00	1,800.00
Rental	0.00	0.00	0.00	291.67	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	6,140.96	15,728.58	21,869.54	32,666.67	56,000.00
Motor vehicle repair	94.29	791.18	885.47	13,533.33	23,200.00
Vehicle fuel & maintenance	59,017.38	23,872.80	82,890.18	148,166.67	254,000.00
Equip, Mat'l & Labor	15,132.63	0.00	15,132.63	7,000.00	12,000.00
Building repair	9,672.82	9,619.45	19,292.27	14,000.00	24,000.00
Facility repair & maintenance	0.00	11,535.82	11,535.82	14,583.33	25,000.00
Postage	287.01	78.61	365.62	466.67	800.00
Office supplies	909.53	433.92	1,343.45	2,041.67	3,500.00
Copy supplies	57.51	9.88	67.39	204.17	350.00
Uniforms	25.98	2,071.39	2,097.37	2,420.83	4,150.00
Small Tools & Hardware	16.99	0.00	16.99	145.83	250.00
Travel & Training	0.00	1,748.47	1,748.47	2,916.67	5,000.00
Operating supply	1,121.37	61,046.82	62,168.19	89,016.67	152,600.00
Electricity	3,985.27	9,849.47	13,834.74	11,958.33	20,500.00
Heating Fuel - Gas	8,361.23	10,808.19	19,169.42	17,500.00	30,000.00
Water	1,161.84	320.40	1,482.24	1,268.75	2,175.00
WW service	734.50	0.00	734.50	350.00	600.00
Landfill	116.41	0.00	116.41	116.67	200.00
Telephone	397.22	1,098.41	1,495.63	1,802.50	3,090.00
Depreciation (est)	64,074.61	94,071.63	158,146.24	234,284.17	401,630.00
Trench Depletion		42,866.85	42,866.85	45,500.00	78,000.00
Closure/Postclosure Resrv		4,670.51	4,670.51	4,754.17	8,150.00
Amortization of Permit		611.84	611.84	641.67	1,100.00
Total Op Expenses	333,889.99	527,490.03	861,380.02	1,059,062.67	1,815,536.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	7 Month Budget	Legal 2015 Budget
<i>Non Operating Expense-Interest</i>	0.00	22,442.43	22,442.43	39,253.08	67,291.00
<i>Operating Income (Loss)</i>	\$253,888.86	(\$137,783.37)	\$116,105.49	(\$240,815.75)	(\$412,827.00)
<i>Capital:</i>					
Capital Outlay	\$153,402.33	\$54,027.00	\$207,429.33	\$91,875.00	\$157,500.00
Landfill Development	0.00	156,691.02	156,691.02	87,500.00	\$150,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$153,402.33	\$210,718.02	\$364,120.35	\$179,375.00	\$307,500.00
<i>Grant Reimbursement</i>	\$0.00	\$30,290.91	\$30,290.91	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$2,916.67	\$5,000.00
<i>Cash Flow Transfer</i>	(\$170,558.09)	\$170,558.09	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		85.92	85.92	26.25	45.00
Beresford		771.01	771.01	364.58	625.00
Centerville Garbage		165.23	165.23	154.58	265.00
Clay County Garbage		6,699.54	6,699.54	7,700.00	13,200.00
Elk Point		593.85	593.85	595.00	1,020.00
Yankton County Garbage		12,914.03	12,914.03	12,716.67	21,800.00
<i>Total Tonage in Trench</i>		21,229.58	21,229.58	21,557.08	36,955.00
Operating Cost per ton			\$41.63	\$50.95	\$50.95

Joint Recycling Center	Yankton	Vermillion	Total	7 Month	Legal
Description	Transfer	Center	Joint	Budget	2015 Budget
<i>Revenue:</i>					
Tipping Fees	\$37,291.47	24,688.89	\$61,980.36	64,341.67	\$110,300.00
Magazines	0.00	3,921.54	3,921.54	5,250.00	9,000.00
Metal/Tin	2,434.02	3,210.97	5,644.99	8,458.33	14,500.00
Plastic	0.00	20,261.06	20,261.06	23,333.33	40,000.00
Aluminum	2,208.80	9,042.53	11,251.33	15,750.00	27,000.00
Newsprint	4,813.68	6,274.53	11,088.21	10,500.00	18,000.00
Cardboard	10,258.42	12,519.05	22,777.47	32,666.67	56,000.00
High Grade Paper	0.00	12,056.11	12,056.11	8,750.00	15,000.00
Other Material	0.00	1,881.09	1,881.09	2,625.00	4,500.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	57,006.39	93,855.77	150,862.16	171,675.00	294,300.00
<i>Expenses:</i>					
Personal Services	12,401.03	112,652.17	125,053.20	131,452.42	225,347.00
Insurance	248.64	970.00	1,218.64	3,070.67	5,264.00
Professional Service/Fees	0.00	0.00	0.00	14,583.33	25,000.00
Hazardous Waste Collection	0.00	881.61	881.61	17,500.00	30,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	185.00	357.08	542.08	1,458.33	2,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	6,355.76	6,355.76	6,562.50	11,250.00
Vehicle repair & maintenance	0.00	66.98	66.98	583.33	1,000.00
Vehicle fuel	2,319.55	2,096.06	4,415.61	8,283.33	14,200.00
Building repair & maintenance	4,798.00	2,821.31	7,619.31	3,208.33	5,500.00
Postage	0.00	2.52	2.52	379.17	650.00
Freight	0.00	1,260.00	1,260.00	1,166.67	2,000.00
Office supplies	74.61	178.46	253.07	670.83	1,150.00
Uniforms	0.00	216.24	216.24	466.67	800.00
Materials Purchases	0.00	3,487.06	3,487.06	5,250.00	9,000.00
Travel & Training	0.00	941.52	941.52	875.00	1,500.00
Operating Supplies	0.00	3,658.28	3,658.28	5,833.33	10,000.00
Copy Supply	0.00	9.88	9.88	204.17	350.00
Electricity	0.00	3,619.96	3,619.96	3,208.33	5,500.00
Heating Fuel-Gas	0.00	2,091.41	2,091.41	3,791.67	6,500.00
Water	0.00	291.41	291.41	350.00	600.00
WW service	0.00	676.31	676.31	583.33	1,000.00
Telephone	0.00	488.70	488.70	466.67	800.00
Revenue Sharing	0.00	4,248.52	4,248.52	7,000.00	12,000.00
Transportation to Vermillion	2,520.00	0.00	2,520.00	2,625.00	4,500.00
Processing Recyclables	19,417.89	0.00	19,417.89	8,750.00	15,000.00
Depreciation (est)	23,492.05	12,210.14	35,702.19	45,995.83	78,850.00
Total Op Expenses	65,456.77	159,581.38	225,038.15	274,318.92	470,261.00
<i>Non Operating Expense-Interest</i>	3,274.28	0.00	3,274.28	0.00	0.00
Operating Income (Loss)	(\$11,724.66)	(\$65,725.61)	(\$77,450.27)	(\$102,643.92)	(\$175,961.00)
Capital Outlay	\$0.00	\$8,970.00	\$8,970.00	\$143,208.33	\$245,500.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	(\$17,280.90)	\$17,280.90	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru July 31, 2015

Expenses cash thru July 31, 2015 with August Bills

2015 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	25,694.07	(24,471.56)	1,222.51	2,492.05	43.21	(1,442.46)	(2,616.99)	(4,059.45)	24,251.61	(27,088.55)	(2,836.94)
February	19,211.44	(27,824.36)	(8,612.92)	2,151.85	48.65	(2,982.21)	(15,048.26)	(18,030.47)	16,229.23	(42,872.62)	(26,643.39)
Subtotal	44,905.51	(52,295.92)	(7,390.41)	4,643.90	53.65	(4,424.67)	(17,665.25)	(22,089.92)	40,480.84	(69,961.17)	(29,480.33)
March	21,392.32	(10,523.44)	10,868.88	2,740.29	45.03	73.56	(15,596.93)	(15,523.37)	21,465.88	(26,120.37)	(4,654.49)
Subtotal	66,297.83	(62,819.36)	3,478.47	7,384.19	50.45	(4,351.11)	(33,262.18)	(37,613.29)	61,946.72	(96,081.54)	(34,134.82)
April	46,832.43	(26,974.43)	19,858.00	3,490.19	39.89	113.81	(7,114.54)	(7,000.73)	46,946.24	(34,088.97)	12,857.27
Subtotal	113,130.26	(89,793.79)	23,336.47	10,874.38	47.06	(4,237.30)	(40,376.72)	(44,614.02)	108,892.96	(130,170.51)	(21,277.55)
May	46,855.63	98.81	46,954.44	3,177.77	35.93	566.35	(12,772.50)	(12,206.15)	47,421.98	(12,673.69)	34,748.29
Subtotal	159,985.89	(89,694.98)	70,290.91	14,052.15	45.67	(3,670.95)	(53,149.22)	(56,820.17)	156,314.94	(142,844.20)	13,470.74
June	42,528.19	6,520.74	49,048.93	3,651.95	33.76	(444.12)	4,680.28	4,236.16	42,084.07	11,201.02	53,285.09
Subtotal	202,514.08	(83,174.24)	119,339.84	17,704.10	43.22	(4,115.07)	(48,468.94)	(52,584.01)	198,399.01	(131,643.18)	66,755.83
July	51,080.76	(32,166.70)	18,914.06	3,525.48	42.25	(4,335.31)	(17,256.67)	(21,591.98)	46,745.45	(49,423.37)	(2,677.92)
Subtotal	253,594.84	(115,340.94)	138,253.90	21,229.58	41.63	(8,450.38)	(65,725.61)	(74,175.99)	245,144.46	(181,066.55)	64,077.91

8/4/2015

City of Yankton Transfer Station
Recap of Customer Tonnage

Date	City	Licensed Haulers							Sub-Total	All Other	Total Transfer	Recycling
	Compactors (577)	Bartunek (587)	Janssen (547)	Arts (586)	Fischer (590)	Independence (627)	Loren Fischer (648)	Kortan (673)				Plastic Tonnage
January 2014	231.53	63.56	436.98	378.38	38.14	0.00	54.57	6.50	978.13	196.82	1,406.48	5.16
February 2014	184.91	53.05	394.87	333.59	42.94	0.00	45.57	0.00	870.02	220.35	1,275.28	2.50
March 2014	207.74	68.47	419.48	417.14	50.50	0.00	48.92	2.96	1,007.47	273.22	1,488.43	4.62
April 2014	232.44	100.98	465.81	496.93	47.12	0.00	59.16	7.28	1,177.28	631.01	2,040.73	4.88
May 2014	252.43	98.56	538.22	484.78	45.80	10.27	53.07	8.28	1,238.98	337.91	1,829.32	6.17
June 2014	249.31	126.00	509.27	494.25	49.82	0.00	56.88	5.83	1,242.05	330.78	1,822.14	5.35
July 2014	269.61	110.97	594.62	529.85	43.61	4.58	53.90	8.20	1,345.73	326.16	1,941.50	4.74
August 2014	262.11	97.24	553.90	484.18	73.11	0.00	61.71	4.41	1,274.55	328.10	1,864.76	5.50
September 2014	262.29	81.35	578.06	519.20	49.74	0.00	52.72	7.50	1,288.57	309.06	1,859.92	4.89
October 2014	248.86	87.63	518.85	438.01	55.98	0.00	52.69	0.00	1,153.16	339.04	1,741.06	5.96
November 2014	217.09	77.59	433.88	394.40	40.87	0.00	48.00	10.99	1,005.73	272.62	1,495.44	3.62
December 2014	264.02	83.39	443.17	435.23	56.73	0.00	51.65	10.04	1,080.21	223.92	1,568.15	6.04
2014 Total	2,882.34	1,048.79	5,887.11	5,405.94	594.36	14.85	638.84	71.99	13,661.88	3,788.99	20,333.21	59.43
January 2015	228.32	0.00	537.70	380.58	44.72	0.00	50.18	3.33	1,016.51	255.24	1,500.07	4.91
February 2015	188.52	0.00	476.61	351.74	32.51	0.00	47.29	6.86	915.01	215.54	1,319.07	3.91
March 2015	219.10	0.00	577.32	455.17	44.54	0.00	50.43	7.15	1,134.61	294.01	1,647.72	4.66
April 2015	235.49	0.00	609.05	540.52	41.41	0.00	51.08	4.03	1,246.09	654.13	2,135.71	4.88
May 2015	236.92	0.00	654.70	529.94	37.37	0.00	62.42	4.08	1,288.51	286.48	1,811.91	5.81
June 2015	246.19	0.00	664.97	528.54	56.29	6.41	58.67	10.10	1,324.98	326.95	1,898.12	5.30
July 2015	268.28	0.00	812.20	538.36	47.21	1.45	67.02	3.24	1,469.48	380.13	2,117.89	6.08
2015 Total	1,622.82	0.00	4,332.55	3,324.85	304.05	7.86	387.09	38.79	8,395.19	2,412.48	12,430.49	35.55

Total Tons	2,117.89
X \$3	3.00
Recycling Fee	<u>6,353.67</u>

CITY OF VERMILLION
LANDFILL TONS

	2015	Independence Waste	Fischer Disposal		Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2015 Tons	
\$45.00 PER TON	Jan	268.49	113.11		41.76	82.53	199.71	26.77	106.70	123.70	962.77	
	Feb	230.93	109.12		39.98	68.24	187.06	21.79	79.56	52.29	788.97	
	Mar	308.67	129.33		43.59	88.90	232.92	24.11	107.68	143.52	1078.72	
	April	368.21	140.64		46.81	83.08	257.99	23.21	114.26	220.04	1254.24	
	May	461.23	157.80		52.20	86.49	313.58	26.12	101.75	180.49	1379.66	
	June	429.91	145.53		42.30	95.93	320.00	24.61	128.88	314.60	1501.76	
	July	351.03	158.78		51.73	88.68	337.56	18.62	132.18	210.85	1349.43	
	Aug											0.00
	Sept											0.00
	Oct											0.00
	Nov											0.00
	Dec											0.00
			----- 2418.47 =====	----- 954.31 =====	----- 0.00 =====	----- 318.37 =====	----- 593.85 =====	----- 1848.82 =====	----- 165.23 =====	----- 771.01 =====	----- 1245.49 =====	----- 8315.55 =====

	2014	Independence Waste	Fischer Disposal	Giedds Sanitation	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2014 Tons
\$40.00 PER TON	Jan	236.57	121.96	52.65	40.06	76.58	201.76	21.59	57.29	101.86	910.32
	Feb	224.60	101.15	41.79	34.02	65.09	179.10	20.05	36.67	89.37	791.84
	Mar	243.77	122.70	47.46	45.42	78.36	190.48	16.57	44.49	253.40	1042.65
	April	262.87	135.30	63.34	35.34	85.92	241.91	27.57	42.91	262.90	1158.06
	May	339.43	152.57	77.39	56.71	80.96	267.16	14.41	63.54	609.77	1661.94
	June	340.17	164.69	71.18	43.45	90.34	286.90	20.90	50.36	318.30	1386.29
	July	326.82	151.15	67.67	39.48	95.34	420.51	16.07	52.04	392.28	1561.36
	Aug	327.38	129.44	67.78	45.04	88.05	266.89	21.93	48.37	248.20	1243.08
	Sept	377.67	254.29	78.50	36.52	98.33	265.79	30.06	48.55	254.00	1443.71
	Oct	293.28	134.11	73.64	41.12	81.49	312.49	25.65	67.06	201.12	1229.96
	Nov	236.92	115.85	36.39	37.89	77.93	227.70	18.67	76.92	94.81	923.08
	Dec	275.54	132.33	0.00	45.60	91.05	315.55	24.69	61.44	89.33	1035.53
			----- 3485.02 =====	----- 1715.54 =====	----- 677.79 =====	----- 500.65 =====	----- 1009.44 =====	----- 3176.24 =====	----- 258.16 =====	----- 649.64 =====	----- 2915.34 =====

08/07/15

Fox Run Golf Course
Statement of Revenues & Expenses

	01Jul2015 31Jul2015	01Jul2014 31Jul2014	01Jan2015 31Jul2015	01Jan2014 31Jul2014	Legal Budget
Direct Revenues:					
Concessions	29,363.13	30,033.59	87,274.17	90,369.23	172,900.00
Pro Shop	13,603.93	14,422.69	73,654.93	83,281.10	192,350.00
Course	56,467.42	40,846.45	384,539.14	371,600.69	509,500.00
	-----	-----	-----	-----	-----
Total Direct Revenues	99,434.48	85,302.73	548,927.90	545,251.02	874,750.00
Direct Expenses:					
Concessions	13,319.19	14,024.40	32,192.51	33,052.20	68,575.00
Pro Shop	11,715.72	2,307.42	80,350.07	75,341.92	117,400.00
Course	1,750.00	7,335.00	26,355.81	36,932.24	37,500.00
	-----	-----	-----	-----	-----
Total Direct Expenses	26,784.91	23,666.82	138,898.39	145,326.36	223,475.00
Add Beginning Inventory					
Less Ending Inventory					
Net Direct Income (Loss)					
Indirect Revenues -	43.31	22.09	763.82	42.62	650.00
Indirect Expenses:					
Personal Services	60,105.18	40,363.21	212,907.77	184,588.27	360,227.00
Insurance			6,015.68	5,847.74	5,460.00
Professional Services	1,741.14	1,613.46	8,715.95	10,209.33	25,500.00
Advertising	257.70	207.50	6,419.95	7,497.69	6,100.00
Repair & Maintenance	5,920.44	6,159.14	32,388.32	24,157.81	57,500.00
Supplies & Materials	5,185.87	8,613.10	22,130.02	30,165.05	60,300.00
Travel, Conference & Dues		476.00	1,147.61	1,333.38	5,800.00
Utilities	2,836.03	2,969.54	12,979.40	13,031.36	34,400.00
Billing and Administration	33,670.00	33,670.00	67,340.00	67,340.00	67,340.00
Depreciation	5,128.69	4,877.22	34,643.48	34,157.99	55,745.00
	-----	-----	-----	-----	-----
Total Indirect Expenses	114,845.05	98,949.17	404,688.18	378,328.62	678,372.00
Net Operating Income	(42,152.17)	(37,291.17)	6,105.15	21,638.66	40,893.00
	=====	=====	=====	=====	=====
Capital Outlay	28,511.16		30,203.16	1,302.33	114,000.00
	=====	=====	=====	=====	=====

Fox Run Golf Course
Statement of Revenues

	01Jul2015 31Jul2015	01Jul2014 31Jul2014	01Jan2015 31Jul2015	01Jan2014 31Jul2014	Legal Budget
Concessions					
CASH Long	80.80	84.27	1,176.28	486.40	600.00
PREPARED FOOD	5,692.97	5,751.78	15,124.67	18,520.98	39,600.00
PRE-PACKAGED FOOD	1,496.82	1,518.22	7,723.77	4,472.50	7,700.00
BEER	17,099.68	17,951.56	47,544.14	53,552.19	99,000.00
BOTTLED POP	4,992.86	4,727.76	15,705.31	13,337.16	26,000.00
MISCELLANEOUS CONCESSIONS					
	-----	-----	-----	-----	-----
Total Concessions	29,363.13	30,033.59	87,274.17	90,369.23	172,900.00
Pro Shop					
GOLF BALLS	4,088.79	2,330.95	10,747.20	9,359.33	26,000.00
GLOVES	931.18	952.63	4,403.66	2,930.93	7,000.00
GOLF CAPS/VISORS	1,336.03	512.77	4,652.74	2,960.69	8,000.00
MERCHANDISE	3,453.94	3,083.68	14,891.14	14,285.67	50,000.00
MERCHANDISE NON-TAX			354.06	456.00	2,000.00
GOLF EQUIPMENT	2,454.17	5,238.40	25,296.37	38,228.57	65,000.00
MISCELLANEOUS MERCHANDISE				115.74	50.00
CLUB REPAIRS	1,188.88	1,794.83	5,859.19	7,301.37	11,000.00
LESSONS	150.94	509.43	4,750.57	4,942.80	8,000.00
GOLF CART ADS			2,700.00	2,700.00	15,300.00
	-----	-----	-----	-----	-----
Total Pro Shop	13,603.93	14,422.69	73,654.93	83,281.10	192,350.00
Course					
SEASON PASS	504.39	609.11	167,034.20	172,446.50	195,000.00
SEASON PASS NON-TAX			3,521.69	3,386.82	3,500.00
GREEN FEES-WEEKENDS/HOLIDAYS	14,038.25	4,493.59	32,209.99	26,495.54	75,000.00
GRREN FEES NON-TAX		8,980.00	9,487.80	14,106.00	6,500.00
GREEN FEES - WEEKDAYS	21,649.09	11,881.51	47,833.61	43,659.42	70,000.00
GOLF CAR RENTAL	11,911.12	8,953.51	42,526.31	42,425.75	75,000.00
GOLF CAR STORAGE (NON-TAX)	47.17		25,730.74	19,138.19	21,500.00
TRAIL FEES	46.75	133.64	28,393.72	25,897.65	30,000.00
PULL CART RENTAL	74.80	7.48	194.48	221.53	300.00
GOLF CLUB RENTAL	326.34	93.24	543.90	310.80	1,100.00
DRIVING RANGE	3,101.43	1,862.17	15,003.32	10,785.89	15,000.00
DRIVING RANGE NON-TAX			568.16	449.68	600.00
HANDICAPING	283.08	113.20	7,006.22	8,557.92	9,000.00
LEAGUES					1,500.00
JUNIOR GOLF PROGRAM	4,485.00	3,719.00	4,485.00	3,719.00	4,000.00
	-----	-----	-----	-----	-----
Total Course	56,467.42	40,846.45	384,539.14	371,600.69	509,500.00
Total Direct Revenues	99,434.48	85,302.73	548,927.90	545,251.02	874,750.00
	=====	=====	=====	=====	=====

08/07/15

Fox Run Golf Course
Statement of Expenditures

1

	01Jul2015 31Jul2015	01Jul2014 31Jul2014	01Jan2015 31Jul2015	01Jan2014 31Jul2014	Legal Budget
Concessions					
CASH SHORT	349.01	26.04	1,156.36	424.55	500.00
PREPARED FOODS	3,749.39	5,156.22	9,625.74	11,156.43	27,000.00
CANDY	1,142.00	511.60	2,629.42	1,598.40	4,000.00
BEER	6,303.50	6,303.80	13,358.80	14,831.01	28,000.00
POP	1,775.29	2,026.74	5,422.19	5,041.81	9,000.00
	-----	-----	-----	-----	-----
Total Concessions	13,319.19	14,024.40	32,192.51	33,052.20	68,575.00
Pro Shop					
GOLF BALLS	2,421.96	182.63	28,310.88	9,647.88	19,000.00
GLOVES			847.67	717.48	3,200.00
GOLF CAPS/VISORS	378.36		3,189.35	1,001.37	4,200.00
MERCHANDISE	3,370.64	729.24	15,840.18	21,153.59	36,000.00
GOLF EQUIPMENT	3,108.67	260.84	27,710.89	37,429.49	49,000.00
TRADE IN GOLF EQUIPMENT					
CLUB REPAIRS	2,436.09	621.73	4,451.10	4,879.13	6,000.00
	-----	-----	-----	-----	-----
Total Pro Shop	11,715.72	2,307.42	80,350.07	75,341.92	117,400.00
Course					
GOLF CAR RENTAL		430.00	24,455.81	26,235.81	26,000.00
REIMBURSEMENT-GOLF SHED RENTAL				342.25	
PULL CART RENTAL				852.00	900.00
DRIVING RANGE	1,750.00		1,750.00	2,297.23	2,500.00
HANDICAPING		6,905.00		6,905.00	7,100.00
JUNIOR GOLF PROGRAM				299.95	1,000.00
	-----	-----	-----	-----	-----
Total Course	1,750.00	7,335.00	26,355.81	36,932.24	37,500.00
Total Direct Expenditures	26,784.91	23,666.82	138,898.39	145,326.36	223,475.00
	=====	=====	=====	=====	=====

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
August 10, 2015

The meeting was called to order at 5:30 p.m. by Chairman Wenande

ROLL CALL:

Present – Jon Economy, Steve Pier, Bruce Viau, Lynn Peterson, Dr. Scott Shindler, Deb Specht, Mike Healy, Marc Mooney, ETJ Member Mike Welch, and Chairman Brad Wenande.

Arrived at time noted in Minutes: City Commissioner Chris Ferdig

Chairman Wenande asked for approval of the July 13, 2015, regular meeting minutes.

City Commissioner Chris Ferdig arrives.

15-40 **MINUTES** – July 13, 2015

MOTION – It was moved by Commissioner Shindler and seconded by Commissioner Healy to approve the July 13, 2015, regular meeting minutes.

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

MOTION – PASSED

Chairman Wenande read the action item to consider a rezoning on the following described property:

From R-4 Multiple Family to B-2 Highway Business: Lots 13 – 16, Block 42, Lower Yankton Addition to the City of Yankton. Address, 405 E. 8th Street. Larry and Peggy Olson, owners.

Mr. Mingo advised that this is an owner petitioned rezoning which has to receive the signatures of 60% of the property owners within 250 feet of the property to be eligible for City consideration. The owner’s purpose for requesting the rezoning is to make the site eligible for a Conditional Use Permit for a self-storage facility in similar fashion to the project to the west of the current location. When considering a rezoning, impact on surrounding properties is considered. Public notice was published and notification was sent out prior to the hearing. Staff has not received any calls from property owners regarding the proposed rezoning. Staff recommends approval.

Commissioners Healy and Viau asked about surrounding property owners, in both cases, the City was the owner.

Larry Olson, 1410 Bridgeview Circle, advised that nothing will be stored outside, that he doesn't allow anyone in after 10pm or before 6am. Everyone has a credit card key to get in and he can change the system when individuals can and cannot get in. He doesn't anticipate any issues with this project.

Gerald Harts, 700 Mulberry, inquired about the access for the alley and additional traffic? Mr. Mingo advised that anyone that constructs anything on any site that has garage doors is required to have paved access to the doors. As far as traffic, there is bound to be additional traffic but very minimal.

Edward Ishmael, 403 E. 8th Street, also inquired about the access for the alley.

- 15-41 **MOTION** – It was moved by Commissioner Pier and seconded by Commissioner Viau to approve the rezoning From R-4 Multiple Family to B-2 Highway Business: Lots 13 – 16, Block 42, Lower Yankton Addition to the City of Yankton. Address, 405 E. 8th Street. Larry and Peggy Olson, owners.

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

MOTION – PASSED

Chairman Wenande read the action item to consider a Conditional Use Permit for a self-storage facility in a B-2 Highway Business District on Lots 13 – 16, Block 42, Lower Yankton Addition to the City of Yankton. Address, 405 E. 8th Street. Larry and Peggy Olson, owners. Mr. Mingo advised that applicant is requesting a Conditional Use Permit for a self-storage facility. The proposal meets all applicable area and setback provisions. Staff has not received any comments from publishing notice and mailing to adjacent property owners. Mr. Mingo also advised that lighting, pavement and screening would all be part of the permit process. The owner has also requested that the project be allowed to be phased in over three years instead of the standard one year valid permit time. Staff recommends approval.

- 15-42 **MOTION** – It was moved by Commissioner Shindler and seconded by Commissioner Mooney to approve a Conditional Use Permit for a self-storage facility in a B-2 Highway Business District on Lots 13 – 16, Block 42, Lower Yankton Addition to the City of Yankton. Address, 405 E. 8th Street. Larry and Peggy Olson, owners including an extension of the valid permit timeframe to three years for issuance of a building permit.

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

MOTION – PASSED

Chairman Wenande read the agenda item for the Plat review of Tract 1 of Block 3, Missouri View Addition in the N 1/2 of the NE 1/4, Section 15, Township 93 North, Range 56 West of the 5th P.M., in Yankton County, South Dakota. Address, 2701 West 11th Street. David Kline and Mary Ellen Kline, owners. Mr. Mingo advised that this is within the 3 mile jurisdiction. The proposed plat is located in a previously approved subdivision with identified ROW corridors serving as the primary access to the property. The plat is not adjacent to the City's corporate limits so the Subdivision Ordinance requirement does not apply. Staff recommends approval.

- 15-43 **MOTION** – It was moved by Commissioner Mooney and seconded by Commissioner Healy to approve the Plat review of Tract 1 of Block 3, Missouri View Addition in the N 1/2 of the NE 1/4, Section 15, Township 93 North, Range 56 West of the 5th P.M., in Yankton County, South Dakota. Address, 2701 West 11th Street. David Kline and Mary Ellen Kline, owners.

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

Building Permits are heading in right direction.

- 15-44 **ADJOURNMENT**

MOTION – It was moved by Commissioner Viau and seconded by Commissioner Economy to adjourn at 6:09 p.m.

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

Respectfully submitted,

Dave Mingo
Secretary

MINUTES

FOX RUN GOLF ADVISORY BOARD

Wednesday, June 17, 2015

Fox Run Golf Course Clubhouse – 12:00 P.M.

Routine Business

Roll Call:

Present: Mike Brinkerhoff, Kim Auch, Dan Kortan, City Commissioner Jake Hoffner

Absent: Warren Erickson

Also present were PGA Pro/Course Manager Kevin Doby, Assistant Club House Manager Jim Gevens, Course Superintendent Rockie Wampol, Director of Parks and Recreation Todd Larson and Parks Secretary Chasity McHenry

Public Appearances: Karol Kittelson, Joe and Kelly Sparks, Chuck Turner

Minutes:

May 20, 2015 minutes approved. K. Doby motioned, K. Auch second.
Motion carried 5-0.

Old Business

A. No old business.

New Business

- A. Jim Gevens- Wished Jim Gevens a fond farewell as a full-time employee at Fox Run. Im thanked the Golf Advisory Board members, both present and past, for serving and listening to the golf patrons and the course staff.
- B. Season pass report and green fee revenue from course software. (attachments) Annual pass sales are down 13 through May 31 as compared to 2014. The promotion of allowing kids 14 and under to golf for no charge on any season pass has not caught on in year one as hoped. Green fee rounds and revenues are up in 2015 as compared to 2014 through May 31.
- C. Revenue report from City financial software. (attachment)
- D. Course event calendar and updates. League software purchased for 2015 has not worked out at all. This was the inexpensive option and it has shown to be problematic. Other league software options are being researched and unfortunately they will be more much more expensive. It will take more of an investment since some of the league complexities will not be compatible with the cheaper software options. The board asked if a volunteer could handle the scoring of leagues. It would take each league to have only one person to handle the volunteer scoring duties and they would need some golf industry background to work with the scoring system. Couple league suggestions from board- raise entry fee and allow for cash payout and pin prizes. Have sign-up sheet for Friday night league starting on Monday in clubhouse. Charge an amount of money per couple which will cover golf and food and if people leave and do not eat, the fee has been paid already. Ladies invite is June 29th. The board encouraged Kevin to ask for some volunteer help for the Ladies invite. In July there is the Season Pass and the Pro-Am.

- E. Course conditions and projects –Rockie. Received the new greens mower which allows the oldest greens mower to be moved down to a tee box mower. The old tee-box mower will be taken out of service and used for parts. The irrigation pump repair project has an estimated cost of \$13,275 and with the dry conditions, will be needed as soon as possible. The cart shed and pump house shingling project has been completed. Spraying the fairways with a growth retardant and fungicide currently. The board suggested the course spray for thistles more around all bodies of water on the course.

Other Business

- A. Next Meeting Date – Monday, July 20, 2015.

Meeting Adjourned

- A. K. Auch motioned, D. Kortan second. Motion carried 5-0.

MINUTES
Yankton Park Advisory Board
July 6, 2015
Technical Education Center, 1200 West 21st Street

The meeting of the Park Advisory Board (PAB) was called to order at 5:30 p.m.

I. Routine Business

A. Roll Call

1. Present: Lola Harens, Craig Sommer, Darcie Briggs, Dave Spencer, Tom Nelson, Carson Schott
2. Absent: Bryan Schoenfelder
3. Also present: Amy Nelson, City Manager, Tracey Grotenhuis, Recreation Superintendent, Chasity McHenry, Department Secretary

B. Consideration of June 1, 2015 Minutes

1. Briggs motioned to approve minutes, Schott seconded. Motion passed 6-0.

C. Public Appearances ó None

II. Old Business

A. None

III. New Business

- A. Election of new chairperson- L. Harens motioned for T. Nelson to continue as chairperson. D. Briggs seconded. Motion passed 6-0.
- B. Proposed 2016-2019 Capital Improvement Budget- A. Nelson went over the proposed rough draft of the 2016-2019 Capital Improvement Budget for the Parks Department.
- C. Summer Recreation Update- Participation for the summer programs has gone up from last year. Summer programs are running smoothly and having a lot of good feedback on the new classes.
- D. Memorial Pool and aquatics update- 376 pool passes have been sold at the Summit Activities Center year-to-date, 220 of those passes were sold at a discount rate over President's Day weekend. Passes sold at the SAC are up 135 but only about \$2200.00. Overall the passes are up about \$700.00 and 107 more sold than last year.
- E. General Discussion-


IV. Other Business

- A. Commission Information Memorandums. Enclosed were the prior months CIM's to assist the PAB members on Department activities. (2 attachments)
- B. Next Meeting: Monday, August 3, 2015

V. Adjourn

- A. Spencer motioned and Harens seconded. Motion carried 6-0.

Memorandum #15-206

To: Mayor and City Commission
From: Amy Nelson, City Manager 
Subject: CDBG Grant – RTEC CNC Robotics Training Equipment
Date: August 5, 2015

At the City Commission meeting on August 24, 2015, a public hearing will be held in regard to the application for a Community Development Block Grant to assist with the Regional Technical Education Center for Computerized Numerical Controlled (CNC) operations. The Department of Labor is projecting a 19 % increase in machinist jobs over the next 7 years. RTEC has not offered a CNC program at its location in over three years primarily due to the lack of a program to follow and a lack of equipment. Due to the current demand and the projected increase in CNC Machinists, RTEC is proposing to purchase CNC and robotics automation training equipment to complement a revitalized CNC curriculum. The estimated cost of the proposed equipment is \$150,000. RTEC expects to apply to the CDBG Workforce Program to cover the cost of the equipment. RTEC and the Yankton School District will match the project cost with approximately \$52,000 in program and facility costs. If approved by the City of Yankton, RTEC expects to make full application to the CDBG Workforce Program by the end of August and begin the program as soon as the project is awarded and the equipment is obtained. District III has been preparing the documentation throughout this process. A copy of the said documentation will be provided.

Recommendation: It is recommended that the Commission authorize the submission of the application and for the City Manager to be the certifying and environmental officer.

OPERATION MAINTENANCE AND REPAIR FUND IDENTIFICATION STATEMENT

The Regional Technical Education Center's (RTECs) CNC-Robotics Training Equipment project involves the acquisition of CNC Robotics equipment to provide technical training in Yankton and other possible locations. Funds from regional partners in the CNC-Robotics Training project and from RTEC's operating budget will be used to pay for continued operation, maintenance, and repair of the equipment involved in this project.

Josh Svatos, Administrator
RTEC

Date

RESOLUTION #15-48
DESIGNATING CDBG PROJECT CERTIFYING OFFICER
AND
ENVIRONMENTAL CERTIFYING OFFICER
CNC-Robotics Training Equipment project

WHEREAS, *The City of Yankton* is applying to the Community Development Block Grant from the U.S. Department of Housing and Urban Development as administered by the State of South Dakota, and;

WHEREAS, *The City of Yankton* is required to designate a certifying officer for the purpose of signing required documents pertaining to these grants, and;

WHEREAS, *The City of Yankton* is required to designate an environmental certifying officer for the purpose of signing required environmental documents pertaining to these grants, and;

NOW THEREFORE, BE IT RESOLVED, that the City Manager of *The City of Yankton* be hereby designated as the City's certifying officer for the purpose of signing correspondence, pay requests, and other required documents.

AND BE IT FURTHER RESOLVED, that the City Manager of *The City of Yankton* be hereby designated as the City's environmental certifying officer for all environmental review procedures associated with these CDBG projects.

DATED this ____ day of _____, 2015

BY:

David Carda
Mayor

(S E A L)

ATTEST:

Al Viereck
Finance Officer

AUTHORIZING RESOLUTION #15-49

WHEREAS, The City of Yankton of has identified the need to provide CNC training to its workforce, and

WHEREAS, The City of Yankton proposes to assist the Regional Technical Education Center (RTEC) in the purchase of CNC-Robotics equipment by submitting a Community Development Block Grant (CDBG) application; and

WHEREAS, the City of Yankton is eligible for federal assistance for the proposed project; and

WHEREAS, with the submission of the CDBG application The City of Yankton assures and certifies that all CDBG program requirements will be fulfilled; and

WHEREAS, The City of Yankton has published the required publications for the CDBG application.

THEREFORE, BE IT RESOLVED, that the City of Yankton of duly authorizes the submission of the CDBG application requesting approximately \$157,500 for the CNC-Robotics Training Equipment project..

THEREFORE, BE IT RESOLVED, that the Mayor be authorized to execute the CDBG application for The City of Yankton.

Dated this _____ day of _____, 2015.

SIGNED: _____
David Carda, Mayor

ATTEST: _____
Al Viereck, Finance Officer

S E A L

STATEMENT OF LOCAL MATCH

TO WHOM IT MAY CONCERN:

I, Josh Svatos, Administrator of the Regional Technical Education Center (RTEC), do hereby state that the local match for the CNC-Robotics Training Equipment project will be secured. The local share will be provided through leveraged funds from entities in Yankton, the Yankton School District, and other organizations and will be used as local match for the Community Development Block Grant funds that may be allocated for the project.

Josh Svatos, Administrator
RTEC

Date

City of Yankton/RTEC -CNC-Robotics Training Equipment

BUDGET SHEET

Cost Classification	A		B		C		D		E		F		G	
	CDBG	Local											Total Funds A thru F	
1. Administration Expense	\$7,500	\$0										\$0	\$7,500	
2. Land, Structure, Right-of-Way	\$0	\$0										\$0	\$0	
3. Architectural/Engineering Basic Fees	\$0	\$0										\$0	\$0	
4. Other Architectural/Engineering Fees	\$0	\$0										\$0	\$0	
5. Project Inspection Fees	\$0	\$0										\$0	\$0	
6. Site Preparation	\$0	\$0										\$0	\$0	
7. Relocation Expenses	\$0	\$0										\$0	\$0	
8. Demolition and Removal	\$0	\$0												
9. Equipment	\$150,000	\$0										\$0	\$150,000	
10. Other (Identify) <i>Training/Scholarships</i>	\$0	\$52,000										\$0	\$52,000	
11. Contingencies		\$0										\$0	\$0	
12. Total	\$157,500	\$52,000										\$0	\$209,500	
Total %	75.18%	24.82%										0.00%	100.00%	

APPLICATION FOR STATE ASSISTANCE

APPLICATION INFORMATION Legal Name: City of Yankton	FUNDING SOURCE: A. CDBG B. Local C. _____ D. _____ E. _____ F. _____ G. TOTAL	ESTIMATED FUNDING: \$ 157,500 \$ 52,000 \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ 209,500
Address (city, state, and zip code): PO 176 Yankton, SD 57078 605-668-5221		
SUB-APPLICANT AND ADDRESS: Regional Technical Education Center (RTEC) 1200 West 21st Street Yankton, SD 57078		
NAME AND TELEPHONE NUMBER of a local official to be contacted on matters involving this application: Name: Amy Nelson, City Manager Phone: (605) -668-5221	EMPLOYER IDENTIFICATION NUMBER: Applicant: 46-6000567 DUNS: 04-299-9185 Sub-Applicant: 34-2014700	
DESCRIPTION OF PROJECT: CNC-Robotics Training Equipment Robotics and automation are vital to most successful Computerized Numerical Controlled (CNC) operations. It's imperative that students know these particular skills sets as it pertains to working in a CNC machine operation. Local companies have recently held open houses to fill demands. They hire individuals and train them. However, cross training is difficult to achieve, especially when the company cannot find new employees. If someone is pulled from one job, a void is left there. The Department of Labor is projecting a 19 % increase in machinist jobs over the next 7 years. RTEC has not offered a CNC program at its location in over three years primarily due to the lack of a program to follow and a lack of equipment. Due to the current demand and the projected increase in CNC Machinists, RTEC is proposing to purchase CNC and robotics automation training equipment to complement a revitalized CNC curriculum. The estimated cost of the proposed equipment is \$150,000. RTEC expects to apply to the CDBG Workforce Program to cover the cost of the equipment. RTEC and the Yankton School District will match the project cost with approximately \$52,000 in program and facility costs. If approved by the City of Yankton, RTEC expects to make full application to the CDBG Workforce Program by the end of August and begin the program as soon as the project is awarded and the equipment is obtained.		
PROPOSED PROJECT START DATE: October 2015	NAME, ADDRESS, AND PHONE NUMBER OF CONSULTANT:	
APPLICATION PREPARED BY: Name: Eric Ambroson Phone: (605) 665-4408		
I declare and affirm under the penalties of perjury that this application had been examined by me, and to the best of my knowledge and belief, is in all things true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with attached assurances if the assistance is awarded.		
Typed Name of Authorized Representative Amy Nelson	Title City Manager	Telephone Number 605-668-5221
Signature of Authorized Representative X	Date Signed	

RTEC CNC Robotics Equipment Project

Draft Community Development Needs

In addition to the need for this project, the following needs were identified:

- Promote new developments in workforce housing,
- Address educational needs and opportunities in the community,
- Develop the Riverfront area with a balance of employment, housing, and civic uses,
- Explore recreational opportunities with local groups,
- Develop a strategic small area plan for the property at the intersection of Highways 81 and 50.
- Ensure adequate connections to the region's transportation system.

Memorandum #15-211

To: City Manager
From: Finance Officer
Date: August 18, 2015
Subject: Transfer Retail (on-off sale) Malt Beverage Lic.-Patriot Express 02

We have received an application for the transfer of ownership and location of a Retail (on-off sale) Malt Beverage License for July 1, 2015, to June 30, 2016, from Hanten, Inc., (Ben Hanten, President) d/b/a Ben's Brewing Company, 222 W. 3rd Street to Annisproperties, Inc., (Kevin Annis, President) d/b/a Patriot Express 02, 100 E. 4th Street, Suite A, Yankton, S.D.

The above application 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. An inspection by the Building Inspector and Fire Marshal has been done and is in compliance with all city codes.

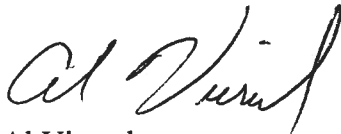
Al Viereck
Finance Officer

Memorandum #15-212

To: City Manager
From: Finance Officer
Date: August 18, 2015
Subject: New Retail (on-off sale) Malt Beverage Lic. Ben's Brewing Co.

We have received an application for a New Retail (on-off sale) Malt Beverage License for July 1, 2015, to June 30, 2016, from Hanten, Inc., (Ben Hanten, President) d/b/a Ben's Brewing Company, 222 W. 3rd Street, Yankton, S.D.

The above application 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. An inspection by the Building Inspector and Fire Marshal has been done and is in compliance with all city codes.



Al Viereck
Finance Officer

Memorandum #15-213

To: City Manager
From: Finance Department
Date: September 16, 2013
Subject: Special Events Malt Beverage and Wine License-Avera Sacred Heart Health Services

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, October 23, 2015 from Avera Sacred Heart Health Services (Taylor Tramp, Foundation Assistant), such event to be held at Pavilion Center, 1st, 2nd & 3rd Floors and 1st, & 2nd Floors of the Surgical Center on Avera Campus, 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.



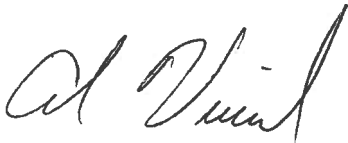
Al Viereck
Finance Officer

Memorandum #15-214

To: City Manager
From: Finance Department
Date: March 16, 2015
Subject: Special Events Malt Beverage for Historic Downtown Yankton

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 1 day, September 19, 2015, from Historic Downtown Yankton, Inc., (Kathy Church, Sec./Treas.) to hold a street dance Between 2nd & 3rd Street on Douglas Avenue, 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

ORDINANCE NO . 981

AN ORDINANCE APPROPRIATING MONIES FOR
DEFRAYING THE NECESSARY EXPENSES AND
LIABILITIES OF THE CITY OF YANKTON, SOUTH
DAKOTA, FOR THE FISCAL YEAR BEGINNING JANUARY 1,
2016, AND ENDING DECEMBER 31, 2016, AND PROVIDING
FOR THE LEVY OF THE ANNUAL TAX FOR ALL FUNDS
CREATED BY THE ORDINANCE WITHIN SAID CITY.

BE IT ORDAINED by the City of Yankton, South Dakota

That thereby and hereby is appropriated by the Board of Commissioners of the City Yankton, South Dakota, for the year commencing the first moment of the first day of January 2016, the following sums of money for the purposes, which are deemed necessary to defray all necessary expenses and liabilities of the City of Yankton, South Dakota, to wit:

SECTION I - GENERAL FUND

A. Appropriations

General Government:

Board of City Commissioners	\$ 162,952
City Manager	380,554
City Attorney	56,125
Finance Office	625,951
Information Services	363,468
Community Development	393,937
Contingency	<u>200,000</u>
TOTAL GENERAL GOVERNMENT	<u>2,182,987</u>

Public Safety:

Police Department	2,885,044
Animal Control	71,845
Fire Department	920,265
Civil Defense	<u>2,415</u>
TOTAL PUBLIC SAFETY	<u>3,879,569</u>

Public Works:

Engineering & Inspection	689,526
Street & Highways	1,967,996
Snow & Ice Removal	319,006
City Hall	274,800
Traffic Control	400,269
Chan Gurney Airport	<u>592,212</u>
TOTAL PUBLIC WORKS	<u>4,243,809</u>

Special Appropriations	130,064
TOTAL SPECIAL APPROPRIATIONS	<u>130,064</u>

Culture - Recreation:	
Senior Citizens Center	109,330
Community Library	<u>712,259</u>
TOTAL CULTURE - RECREATION	<u>821,589</u>

Other Financing Uses / Transfers Out	2,974,596
TOTAL OTHER FINANCING USES	<u>2,974,596</u>

TOTAL APPROPRIATIONS	<u>\$ 14,232,614</u>
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B. Means of finance

Unappropriated Fund Balances	<u>\$ 2,321,860</u>
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Current Property Taxes	2,509,388
Sales & Other Taxes	5,488,464
Licenses & Permits	342,800
Intergovernmental Revenue	940,211
Charges for Goods & Services	2,332,512
Fines & Forfeits	15,000
Miscellaneous Revenues	<u>24,000</u>
TOTAL REVENUE	<u>11,652,375</u>

Other Financing Sources / Transfers In	<u>258,379</u>
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TOTAL MEANS OF FINANCE	<u>\$ 14,232,614</u>
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SECTION II - SPECIAL REVENUE

A. Appropriations		
Parks & Recreation		\$ 1,404,468
Memorial Park Pool		220,417
Summit Activies Center		750,049
Marne Creek		179,296
Casualty Reserve Fund		5,000
Bridge & Street Fund		250,000
911/Dispatch		771,266
Business Improvement District		120,300
Lodging Sales Tax		728,675
Infrastructure Improvement Revolving - Transfer to Infr. Imp. Constr.		<u>44,720</u>
TOTAL APPROPRIATIONS		<u>\$ 4,474,191</u>
B. Means Of Finance		
Unappropriated Fund Balance		<u>\$ 1,153,047</u>
Parks & Recreation Revenue		53,930
Memorial Pool Revenue		49,600
Summit Activies Center Revenue		464,445
Marne Creek Revenue		300
Casualty Reserve - Interest		125
Bridge & Street Revenue		21,622
911/Dispatch		138,253
Business Improvement District		120,350
Lodging Tax		618,320
Infrastructure Improvement Revolving		<u>44,720</u>
TOTAL REVENUE		<u>1,511,665</u>
Transfer From General Fund		<u>2,544,968</u>
Transfer From Special Capital Fund		<u>399,556</u>
TOTAL MEANS OF FINANCE		<u>\$ 5,609,236</u>

SECTION III - CAPITAL PROJECT FUNDS

A. Appropriations	
Public Improvement	\$ 18,000
Airport Capital Projects	465,000
Park Capital Projects	74,500
Infrastructure Improvement Construction	1,680,000
Special Capital Improvement	4,338,493
Tax Increment District #2 Morgan Square	57,000
Tax Increment District #5 Menards	493,200
TOTAL APPROPRIATIONS	<u>\$ 7,126,193</u>
B. Means of Finance	
Unappropriated Fund Balance	<u>\$ (921,307)</u>
Public Improvement Revenue	18,000
Airport Capital Projects	436,000
Park Capital Revenue	-
Infrastructure Improvement Construction	-
Special Capital Improvement	5,744,247
TID #2 Morgan Square	57,000
TID #5 Menards	140,000
TOTAL REVENUE	<u>6,395,247</u>
Transfer from General Fund	159,500
Transfer from Park Improvement Fund	-
Transfer from BBB Fund	67,398
Transfer from Infrastructure Impr. Fund	44,720
Transfer from Special Capital Fund	1,874,200
Loan from General Fund	-
Loan from Special Capital Fund	-
TOTAL OTHER FINANCING SOURCES	<u>2,145,818</u>
TOTAL MEANS OF FINANCE	<u>\$ 7,619,758</u>

SECTION IV - ENTERPRISE FUNDS
MEMO ONLY

				Solid Waste		
	Water	Waste- Water	Cemetary	Collection	Joint Powers (Yankton Only)	Golf Course
Unappropriated Fund Balance	\$ 5,114,935	\$ (199,297)	\$ -	\$ 844,368	\$ 224,362	\$ (367,209)
Estimated Revenues:						
Operations	5,108,725	3,421,705	23,000	927,736	1,006,000	869,940
Other	<u>12,000</u>	<u>8,000</u>	<u>1,750</u>	<u>1,000</u>	<u>1,100</u>	<u>600</u>
TOTAL REVENUE	<u>5,120,725</u>	<u>3,429,705</u>	<u>24,750</u>	<u>928,736</u>	<u>1,007,100</u>	<u>870,540</u>
Operating Transfer In	-	-	<u>112,788</u>	-	-	-
Depreciation	<u>647,959</u>	<u>1,070,929</u>	-	<u>56,577</u>	<u>149,454</u>	<u>55,745</u>
Amortization	-	-	-	-	-	-
Revolving Loan Funds	<u>9,000,000</u>	-	-	-	<u>375,000</u>	-
Grant Funds	-	-	-	-	<u>375,000</u>	-
TOTAL FUNDS AVAILABLE	<u>\$ 19,883,619</u>	<u>\$ 4,301,337</u>	<u>\$ 137,538</u>	<u>\$ 1,829,681</u>	<u>\$ 2,130,916</u>	<u>\$ 559,076</u>
Appropriations:						
Operating	\$ 2,948,533	\$ 3,095,130	\$ 90,038	\$ 957,888	\$ 1,363,057	\$ 911,657
Non-Operating	1,204,180	911,292	-	-	30,770	-
Operating Transfer Out	71,346	60,046	-	-	-	-
Improvement & Exts/Capital	10,940,400	1,071,850	47,500	160,000	750,000	139,500
Unobligated	<u>4,719,160</u>	<u>(836,981)</u>	-	<u>711,793</u>	<u>(12,911)</u>	<u>(492,081)</u>
TOTAL APPROPRIATIONS	<u>\$ 19,883,619</u>	<u>\$ 4,301,337</u>	<u>\$ 137,538</u>	<u>\$ 1,829,681</u>	<u>\$ 2,130,916</u>	<u>\$ 559,076</u>

SECTION V - INTERNAL SERVICE FUNDS
CENTRAL GARAGE

Unappropriated Fund Balance	\$ 199,497
Estimated Revenue - Billings	<u>889,118</u>
TOTAL ESTIMATED BALANCE & REVENUES	\$ 1,088,615
Less Appropriations	<u>872,052</u>
Estimated Surplus	<u>\$ 216,563</u>

SECTION VI - TAX LEVY

That there is hereby levied upon all taxable property within said City of Yankton, South Dakota, for the purposes of providing funds to meet the lawful expenses and liabilities of the City of Yankton, South Dakota, as herein set forth for the fiscal year of 2016, a tax sufficient to raise \$2,488,388 in regular property taxes, which as received by the Finance Officer shall be credited to the General Fund, and an additional \$190,232 in opt-out property taxes which will be used for the annual debt service requirement for the Second Fire Station.

That the Finance Officer of the City of Yankton be and hereby is authorized and directed to certify the said regular tax levy, \$2,488,388 and the opt-out levy, \$190,232 to the County Auditor of the County of Yankton, South Dakota, to the end that the same may be spread and assessed as provided by law.

SECTION VII - EFFECTIVE DATE

This Ordinance being necessary for the support of the government of the City of Yankton and its existing institutions shall take effect upon its passage and publication.

Adopted:

David Carda
Mayor

ATTEST :

Al Viereck
Finance Officer

Introduction and first reading: August 24, 2015

Second reading : September 7, 2015

Published in the Yankton Daily Press and Dakotan, Official Newspaper: Sept., 2015

I so certify

Al Viereck
Finance Officer

Memorandum #15-209

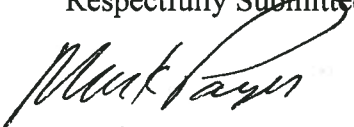
To: Amy Nelson, City Manager
From: Mark Payer, Administrative Lieutenant
Subject: Police Shotguns Surplus Property

The Yankton Police Department is scheduled to replace all of the existing shotguns in the department in the 2015 budget. The shotguns were purchased in 1997. At this time, I am requesting that the shotguns listed below be declared as surplus property. This property will then be used as trade in to reduce the cost of the new shotguns. One shotgun will be destroyed as it is rendered inoperable and would not be accepted for trade. The following is the list of shotguns, make, model and serial number.

<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Disposition</u>
Remington	870	B948283M	Destroy
Remington	870	B952690M	Trade
Remington	870	B952702M	Trade
Remington	870	V781185V	Trade
Remington	870	B952676M	Trade
Remington	870	V828284V	Trade
Remington	870	V841665V	Trade
Remington	870	V781185V	Trade
Winchester	1300	L2631065	Trade

Recommendation: It is recommended that the City Commission declare the above listed property as surplus and be used to reduce the cost of replacement shotguns.

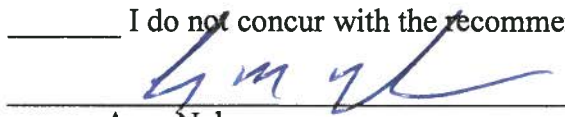
Respectfully Submitted,



Mark Payer
Administrative Lieutenant

I concur with the recommendation

I do not concur with the recommendation



Amy Nelson
City Manager

____ Roll call

RESOLUTION #15-44

WHEREAS, SDCL 6-13-1 requires a municipality owning personal property which is no longer necessary, useful or suitable for municipal purposes shall, by resolution, declare it surplus and may, by resolution, order the sale, trade, destruction or other disposal of said personal property.

NOW, THEREFORE, BE IT RESOLVED that the following personal property be declared no longer necessary, useful or suitable for municipal purposes and authorize the surplus property to be used as trade in to reduce the cost of the new shotguns in accordance with SDCL 6-13-1 and SDCL 6-5-2, et sequential:

SURPLUS PROPERTY TO BE TRANSFERRED

<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Disposition</u>
Remington	870	B948283M	Destroy
Remington	870	B952690M	Trade
Remington	870	B952702M	Trade
Remington	870	V781185V	Trade
Remington	870	B952676M	Trade
Remington	870	V828284V	Trade
Remington	870	V841665V	Trade
Remington	870	V781185V	Trade
Winchester	1300	L2631065	Trade

Adopted:

David Carda
Mayor

Attest:

Al Viereck
Finance Officer

Memorandum #15-208

To: Amy Nelson, City Manager
From: Mike Roinstad, Airport Supervisor
Subject: Memorandum Supporting Resolution #15-43 for an Airport Hangar Land Lease Agreement with Phil Spady
Date: August 07, 2015

Mr. Phil Spady has requested approval of an Airport Land Lease Agreement so he can construct a 65 ft. wide x 42 ft. deep hangar in building location 702 E 31st Street Number 35 at Chan Gurney Municipal Airport. Attached is a Lease Agreement, along with Resolution #15-43, setting an annual lease rate of \$0.10 per square foot. The Federal Aviation Administration has issued a final determination for the proposed hangar and Mr. Spady has signed the attached Land Lease Agreement. The proposed building location 702 E 31st Street Number 35 conforms to the approved Airport Layout Plan.

Respectfully submitted,




Mike Roinstad
Airport Supervisor

Recommendation: It is recommended that the City Commission approve Resolution #15-43 which authorizes the Lease Agreement with Mr. Phil Spady, and approve construction of hangar as detailed in Memorandum #15-208.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson
City Manager

cc: Kevin Kuhl PE

____ Roll call

RESOLUTION #15-43

A RESOLUTION APPROVING AN AIRPORT HANGAR LAND LEASE AGREEMENT WITH PHIL SPADY

WHEREAS, The Board of City Commissioners of the City of Yankton has been given the authority to approve airport hangar land lease agreements at Chan Gurney Municipal Airport; and,

WHEREAS, Phil Spady desires to lease a 42' deep by 65' wide lot at Chan Gurney Municipal Airport on which he intends to build an airplane hangar; and,

WHEREAS, it is in the best interest of the City of Yankton and Chan Gurney Municipal Airport for the Board of City Commissioners to approve the land lease agreement with Phil Spady,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the airport hangar land lease agreement with Phil Spady for building location 702 E 31st Street Number 35 is hereby approved at a rate of \$0.10 per square foot of building space.

Adopted:

By: David Carda, Mayor
City of Yankton

ATTEST:

Al Viereck
Finance Officer



U.S. Department of Transportation

Federal Aviation Administration

Dakota-Minnesota Airports District Office
Bismarck Office
2301 University Drive, Building 23B
Bismarck, ND 58504

August 05, 2015

TO:
City of Yankton
Attn: Joe Morrow
PO Box 176
Yankton, SD 57078
jmorrow@cityofyankton.org

RE: (See attached Table 1 for referenced case(s))
FINAL DETERMINATION

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2015-AGL-6301-NRA		YANKTON, SD	42-54-30.91N	97-22-48.63W	18	1283
2015-AGL-6302-NRA		YANKTON, SD	42-54-30.49N	97-22-48.00W	18	1283
2015-AGL-6303-NRA		YANKTON, SD	42-54-30.19N	97-22-48.36W	18	1283
2015-AGL-6304-NRA		YANKTON, SD	42-54-30.61N	97-22-49.00W	18	1283

Description: 65' Wide X 42 Deep Hangar x 18' Tall Chan Gurney Municipal Airport

The proposed change to your currently approved Airport Layout Plan (ALP) submitted, has been reviewed under the authority of Part 77 and under the requirements of the Terms and Conditions of Accepting Airport Improvement Program Grants dated September 1, 1999. This review has considered the safety and utility of aircraft operations and planned navigational aids as related to this proposal.

Taxiway will be closed and barricaded, marked, and lighted when construction is within 10 feet plus .7 times the wingspan of the largest predominant aircraft from centerline.

1. Construction equipment/vehicles must be marked and lighted in accordance with FAA AC 70/7460-1K, "Obstruction Marking and Lighting".
2. You shall clearly define the exact pathway or haul road for the contractors to consistently utilize to ensure no accidental access to the movement areas or safety areas occurs.
3. Adequate construction oversight is maintained throughout the project.
4. Ensure that proper NOTAMs are issued and maintained during construction.

It should be noted that this study did not consider the height of construction equipment. This information needs to be coordinated with this office via an "Airspace Study Checklist" before construction begins.

This determination does not include any environmental analysis or environmental approval for this proposal. All local and state requirements and/or permits must be obtained to prior to construction of this proposal.

This determination does not include approval of any lease, does not release any surplus or grant agreement acquired airport property, nor does it relieve the airport owner or the proponent of compliance with Part 155, or any other law, ordinance, or regulation of federal, state, or local government body or organization. Furthermore, the design and location of any stormwater retention/detention facilities on or near the airport must comply with FAA Advisory Circular 150/5200-33 "Hazardous Wildlife Attractants on or Near Airports", and must be approved on the ALP prior to construction.

We look forward to working with you in the continued development of your airport. If you have any questions, please contact me at (701) 323-7380 david.p.anderson@faa.gov.

David Anderson
ADO



PROPOSED
65' X 42' HANGAR
18' TALL

CHAN GURNEY
MUNICIPAL AIRPORT
YANKTON, SOUTH DAKOTA



**CHAN GURNEY MUNICIPAL AIRPORT HANGAR LAND LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this 11 day of August 2015 by and between the City of Yankton, South Dakota, a municipal corporation ("LESSOR") and Phil Spady ("LESSEE").

WITNESSETH:

WHEREAS, the City of Yankton is the owner of the Chan Gurney Municipal Airport, and the City deems it proper to enter into a lease with the Lessee and the Lessee desires to lease a portion of the airport property under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed between the Lessor and the Lessee herein as follows:

1. **REAL PROPERTY, INGRESS & RELOCATION**. The Lessee shall be privileged to construct and to maintain an airplane hangar facility on the "real property" hereinafter described:

A 42 ft. deep X 65 ft. wide tract of land located on Airport Lot A-4 in the N-1/2 of the NE-1/4 of Section 6, T93N, R55W, identified as building location No. 35 on the attached sketch, as numbered, is incorporated and made a part hereof (Re: Final Determination dated 08/05/15 FAA 7460-1, 1012-AGL-6301-NRA).

This lease does not grant to Lessee any license or right to use any part of the airport premises other than the "real property" identified above. However, the Lessee, as a part of the usual and ordinary manner of operating the hangar, shall have right of ingress and egress therefrom. The real property shall only be used for purposes of constructing and maintaining a completed hangar. In the event construction of a hangar has not commenced within seven months of the date this agreement is signed, or if construction is not completed within two months thereafter, the Lessor may elect to impose an increased rate of rent of up to \$500.00 per month until construction has completed and Lessee has obtained a certificate of occupancy. The election shall be made by majority vote of the Yankton Board of City Commissioners, after the Tenant has been given (or declines) an opportunity to be heard.

If the Lessor makes a substantial change to the airport so as to necessitate a change in location of aircraft hangars, then the Lessor shall have the right to require

the Lessee to relocate his aircraft hangar, at the Lessee's expense, to another location identified by the Lessor as an appropriate area for privately owned hangars. After written notice thereof, the Lessee shall have a reasonable time in which to complete the relocation.

2. **TERM, RENEWAL & TERMINATION.** The "initial term" of this lease shall begin upon the date of the execution of this lease and shall continue until five (5) years from the date of this signed document.

This lease shall be renewable for additional five (5) year "subsequent terms." Extension beyond each subsequent term shall be solely within the discretion and at the option of the Lessor. As such, this lease is not automatically renewable at the end of a subsequent term.

If the Lessee desires to terminate this lease, then the Lessee shall give written notice, via certified mail, to the Lessor at least ninety (90) days prior to the expiration of the lease.

3. **RENT.** Lessee shall pay rent to the Lessor. The rent shall be the sum of \$.10 per square foot building space per year. The amount of the rent shall be renegotiated near the end of each five-year subsequent term. Negotiations to determine the rent shall be guided by the rent charged to other aircraft hangar Lessees at the Chan Gurney Municipal Airport, including the rent charged to the fixed base operators.

Lessee shall pay the rent on a yearly basis. The first annual payment shall be pro-rated, and it shall be calculated by multiplying a daily rate (total annual rent/365 days) by the number of days during the first partial year beginning upon the date of the execution date of this lease and ending upon the last date of the year. The initial term rent shall be paid within ten (10) days after the Lessor approves the lease. Thereafter, the annual rent shall be due and payable on the first day of January.

4. **HANGAR OWNERSHIP.** The hangar shall remain the property of the Lessee, his successors or assigns. If the Lessee desires to purchase casualty insurance for his hanger, then he is obligated to pay for the same. The Lessee may remove the hanger from the "real property" by giving written notice to the City of Yankton thirty (30) days prior to removal of the hanger. After the initial construction of the hangar, the Lessee may not alter or remodel the hangar without the written permission of the Lessor. If the Lessee desires to transfer ownership of the hangar, and the hangar shall remain on the "real property," then transfer shall be subject to prior written approval of the Lessor. In the event Lessee or its Lessor-approved successor(s) in interest

should deconstruct or remove the hangar upon termination of this lease or for any other reason, Lessee agrees to complete such deconstruction or removal in a manner that does not damage the real property or personal property of the Lessor, and Lessee shall return the property to its pre-construction condition except as approved by Lessor in writing.

5. **USE.** The “real property” shall be used solely for the purpose of Lessee storing and maintaining his own aircraft and associated personal property. No other commercial use is permitted on the “real property” or within the hangar. The Lessee shall not store gasoline or other combustible material on the premises with the following limited exceptions:

- (a) Fuel in the fuel tank of aircraft or other motorized vehicles;
- (b) Quantities of flammable and combustible liquids in excess of 10 gallons used for maintenance purposes and for the operation of aircraft maintenance equipment may be kept upon the premises, but shall be stored in liquid storage cabinets only in accordance with International Fire Code Section 3404.3.2.; and
- (c) Quantities of flammable and combustible liquids not exceeding 10 gallons may be stored upon the premises outside of a cabinet when in approved flammable liquid storage containers only in locations approved by Lessor.

The Lessee agrees to comply with all Federal (including U. S. Environmental Protection Agency and The Federal Aviation Administration), State and Municipal laws, rules, statutes, ordinances and regulations that are applicable to the operation of the airport, as they exist today or are amended hereafter.

Lessee shall assume all costs for utility relocation, taxiway construction or any other type of work needed to make the premises suitable for the construction and use of said airplane hangar. The lessee further agrees to maintain the premises in good appearance and maintain the building in good repair.

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

7. **NON-DISCRIMINATION.** The Lessee, 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 Part XV of the Federal Aviation Regulations. Lessee further agrees to comply with any requirement made to enforce the foregoing covenant which may be demanded of the Lessor by the United States.

8. **LIABILITY INSURANCE.** At all times during the term of this lease, and during any extension or renewal term thereof, the Lessee shall be obligated to carry and to pay for liability insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00), for any personal injury or property damage for which the Lessee might become liable due to the possession, construction, operation and maintenance of the aircraft hangar. A certificate of insurance certifying that said insurance is in full force and effect shall be filed with the City Finance Office on January 1st of each year.

9. **LIABILITY.** The Lessee herewith agrees to hold the City of Yankton harmless by reason of destruction by fire, wind, storm, tornado, or Act of God, of the hangar and its contents.

Except as otherwise prohibited by law, Lessor shall not be liable for any damage, either to person or property, sustained by any person not due directly to the act or omission of the Lessor. As such, Lessee shall indemnify and hold Lessor harmless against all liabilities, obligations, damages, penalties, claims, costs, expenses, and losses, including attorneys fees, paid or as a result of or in connection with Lessee's use or occupancy of the "Real Property" and the hangar, during the term of the lease as a result (a) of any breach by Lessee, Lessee's agent, contractors, employees, customers, invitees, licensees, of any covenant or condition of this lease required to be performed by the Lessee hereunder or (b) of any accident that may occur in or about the "Real Property" or improvements thereon, or the hangar, caused by Lessee's failure to comply with any governmental authority, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agent, contractors, employees, customers, invitees or licensees. Lessor is hereby subrogated to all rights of Lessee against any other parties in connection with any such injury or damage. If any claim is initiated against Lessee or Lessor due to Lessee's actions associated in any manner with this leasehold, Lessee shall give prompt notice to Lessor.

10. **INSPECTION & CANCELLATION.** The Lessee agrees that the City of Yankton may cause the "real property" and hangar to be inspected for the purpose of identifying violations of Federal, State, and Municipal laws. This provision is not subject to arbitration.

If the Lessor identifies violations thereof, then the Lessor shall give written notice, return receipt requested, to the Lessee who shall be permitted thirty (30) days from the date of said notice in which to correct the law violations. In the event Lessee shall fail to correct the law violations noted therein within thirty (30) days after the receipt of the written notice, then the Lessor shall have authority to cancel and forfeit this lease. In such case, the Lessee shall be given sixty (60) days after the expiration of the original thirty (30) days to remove his property from the "Real Property" or to forfeit same. Lessee agrees that in the event he fails to remove his property from the "Real Property" within said period, then the Lessee's personal property shall be forfeited to the City of Yankton and Lessee shall lose all right, title and interest therein.

11. **BREACH**. Other than the inspection procedure noted above, 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 Lessee 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.

12. **ARBITRATION**. Except as herein provided, all disputes arising under the terms of the Agreement and not settled between the parties hereto shall be subjected 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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 Lessee from prompt payment of rent, percentage rent, additional rent or other monetary payments required by the terms of this Lease.

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

19. **ACCEPTANCE OF PAYMENT.** No Payment by Lessee, or receipt by Lessor, of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due. Nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction.

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

21. **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.

22. **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.

23. **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.

24. **ABANDONMENT.** If any time during the term of the lease the Lessee abandon the premises, then the Lessor may, at its option, enter the "real property," by any means, without being liable for prosecution or civil damages, and

relet the premises for the whole or any part of the then unexpired term. Thereafter, the Lessor may receive and collect all rent payable by virtue of such reletting. And, at Lessor's option, it may hold the Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term if this lease had continued and the net rent for such period realized by Lessor by means of such reletting.

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

LESSOR
CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation

ATTEST

By: David Carda, Mayor

Al Viereck
Finance Officer

LESSEE

Phil Spady
By: NSP SPADY ROAUSARA
Address: 316 CAPITOL
Phone No: 602 750-3931
Email: broadwayphil@hotmail.com

Memorandum #15-210

To: Amy Nelson, City Manager
From: Mike Roinstead, Airport Supervisor
Subject: Chan Gurney Municipal Airport Environmental Assessment Grant/Engineering Agreement
Date: August 7, 2015

The City of Yankton is requesting financial assistance for conducting an Environmental Assessment (EA) for a proposed apron expansion.

The EA for a proposed apron expansion is being performed as a result of the airport needing additional room to park large aircraft. This area is shown on the approved Airport Layout Plan (ALP). As part of this process, the disposition of the existing City-owned hangar will be evaluated as it has been deemed potentially historic. Two private hangars which are not considered historic, will be relocated as part of this project as well. Expanding this area and moving the two private hangars will also eliminate a significant amount of pavement. This pavement had a PCI rating in 2008 of 17 (very poor) and is in need of rehabilitation.

Attached is the "Application for Federal Assistance SF-424" form which identifies the project design and associated costs. The Grant Application requests \$63,805 Federal Aviation Association (FAA) funding with the City of Yankton contributing \$3,546.00 and South Dakota Department of Transportation (SDDOT) contributing \$3,544.00 for a total environmental assessment amount of \$70,895.00.

An Agreement with the airport consultant, KLJ describing the services necessary to complete the EA has been prepared. The scope of the Agreement reflects what is required by the FAA to complete the EA. The Agreement has been reviewed by the SDDOT along with City staff and is recommended for approval in the amount of the grant requested.

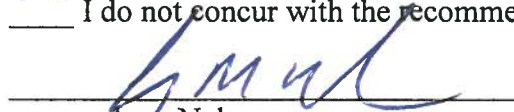
Recommendation: It is recommended that the City Commission authorize the City Manager to submit a grant request and enter into a consultant contract in the amount of \$70,895 to complete an Environmental Assessment at Chan Gurney Municipal Airport; and approve Resolution #15-45 stating the City of Yankton will accept the grant funding offer from the FAA as outlined in Memorandum #15-210.

Respectfully submitted,



Mike Roinstead
 Airport Supervisor

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



Amy Nelson
 City Manager

cc: Kevin Kuhl PE

____ Roll call

RESOLUTION #15-45

WHEREAS, the Yankton City Commission authorized a grant request to the Federal Aviation Administration (FAA) based on a proposal to prepare an Environmental Assessment to construct apron area improvements which includes the replacement of existing asphalt pavement with concrete, the relocation of two private hangars, and the demolition of a City-owned hangar; and,

WHEREAS, the FAA may provide Airport Improvement Program (AIP) Grant offer #3-46-0062-026-2015 to conduct an Environmental Assessment associated with the apron area improvements at Chan Gurney Municipal Airport adjacent to the fueling island based on the City's grant request; and,

WHEREAS, this project has been identified in the Airport Layout Plan (ALP).

NOW, THEREFORE, BE IT RESOLVED that the City of Yankton will accept the grant offer and authorizes proceeding to prepare an Environmental Assessment for the needed improvements at Chan Gurney Municipal Airport as outlined in AIP Grant #3-46-0062-026-2015.

Adopted:

By: David Carda, Mayor
City of Yankton

ATTEST:

Al Viereck
Finance Officer



◇ Letter of Transmittal

Date:	July 23, 2015
To:	Kevin Kuhl Public Works Director 416 Walnut Street Yankton, SD 57078
Copy To:	Mike Roinstead (electronic), File
From:	Bryan Jacobson
Re:	Apron Expansion EA
Project #:	KLJ #14515127

We Are Sending You:

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover	<input type="checkbox"/> As Requested
<input type="checkbox"/> Prints/Plans	<input type="checkbox"/> For Your Information	<input type="checkbox"/> For Your Review
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> For Your Signature	<input type="checkbox"/> Samples
<input type="checkbox"/> Other		

Shipped via: Hand Delivered

Copies (#)	Description
1	Application for Federal Assistance
2	Agreement for Professional Services

Remarks

Please see enclosed Federal grant application and engineering agreements.
Please sign, date the grant application and mail to:

Jon Becker
SD Office of Aeronautics
700 E. Broadway Ave.
Pierre, SD 57501

Please sign and date both original engineering agreements and keep 1 original for your file return 1 original.

Please contact me if you have any questions.

Thank you,

Sponsor Federal Funding Checklist
Bismarck Airports District Office
(COMPLETE ONE CHECKLIST PER GRANT)

AIRPORT NAME: Chan Gurney Municipal Airport DATE PREPARED: 7/23/14
TAX ID NUMBER 46-6000567 DUNS NUMBER 042999185
CCR EXPIRATION DATE: 4/20/16 CCR CAGE CODE #: 3T5U5

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED WITH APPLICATION:					
1.	Standard Form 424 <i>(Includes project cost summary, sketch, and project description)</i>	X			
1(a).	Cost Summary <i>(attached to SF 424)</i>	X			
1(b).	Application Sketch <i>(attached to SF 424)</i>	X			
1(c).	Justification <i>(attached to SF 424 - if different from submitted Validation; otherwise, project description)</i>	X			
2.	Photos <i>(preconstruction)</i>	X			
3.	Bid Tabs/Solicitations <i>(including Engineering Estimates)</i>			X	
4.	Construction Management Plan <i>(if paving project, including base work, exceeds \$250,000)</i>			X	
5.	Buy American Waiver <i>(if required)</i>			X	

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. Airport Sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.**

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	*If Revision, select appropriate letter(s): *Other (Specify) _____
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*3. Date Received:	4. Applicant Identifier:
---------------------------	---------------------------------

5a. Federal Entity Identifier: AIP # 3-46-0062-026-2015	*5b. Federal Award Identifier:
---	---------------------------------------

State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION

***a. Legal Name:** City of Yankton

*b. Employer/Taxpayer Identification Number (EIN/TIN): 46-6000567	*c. Organizational DUNS: 042999185
---	--

d. Address:

***Street 1:** PO Box 176 _____
Street 2: 416 Walnut Street _____
***City:** Yankton _____
County: Yankton _____
***State:** South Dakota _____
***Country:** United States of America
***Zip / Postal Code:** 57078 _____

e. Organizational Unit:

Department Name: City of Yankton	Division Name: NA
--	-----------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. _____ ***First Name:** Kevin _____
Middle Name: _____
***Last Name:** Kuhl _____
Suffix: _____

Title: Public Services Director

Organizational Affiliation:
Chan Gurney Municipal Airport

***Telephone Number:** 605-668-5250 **Fax Number:**

***Email:** kkuhl@cityofyankton.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

C. City or Township Government

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Yankton, Yankton, South Dakota

***15. Descriptive Title of Applicant's Project:**

Apron Expansion Environmental Assessment.

Attach supporting documents as specified in agency instructions.

16. Congressional Districts Of:

*a. Applicant: SD

*b. Program/Project: SD

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: August 2015

*b. End Date: August 2016

Application for Federal Assistance SF-424**18. Estimated Funding (\$):**

*a. Federal	_____	63,805
*b. Applicant	_____	3,546
*c. State	_____	3,544
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	70,895

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. *First Name: Amy

Middle Name: _____

*Last Name: Nelson

Suffix: _____

*Title: City Manager

*Telephone Number: 605-668-5221

Fax Number: _____

*Email: anelson@cityofyankton.org

*Signature of Authorized Representative: _____

*Date Signed: _____

Authorized State Representative:

*First Name: Bruce

*Last Name: Lindholm

*Title: Program Manager, Office of Air, Rail and Transit

*Telephone Number: 605-773-3574

Fax Number: 605-773-2804

*Email: bruce.lindholm@state.sd.us

*Signature of Authorized Representative: _____

*Date Signed: _____

PART II
PROJECT APPROVAL INFORMATION
SECTION A

Item 1. Name of Governing Body
Does this assistance request require State, local, regional, or other priority rating? Priority
 Yes No

Item 2. Name of Agency or Board
Does this assistance request require State, local advisory, educational or health clearances? (Attach Documentation)
 Yes No

Item 3. (Attach Comments)
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
 Yes No

Item 4. Name of Approving Agency
Does this assistance request require State, local, regional, or other planning approval? Date / /
 Yes No

Item 5. Check One: State
Is the proposed project covered by an approved comprehensive plan? Local
Regional
 Yes No Location of plan

Item 6. Name of Federal Installation
Will the assistance requested serve a Federal installation? Federal Population benefiting from Project
 Yes No

Item 7. Name of Federal Installation
Will the assistance requested be on Federal land or installation? Location of Federal Land
Percent of Project
 Yes No

Item 8. See instructions for additional information to be provided.
Will the assistance requested have an impact or effect on the environment?
 Yes No

Item 9. Number of:
Will the assistance requested cause the displacement of individuals, families, businesses, or farms? Individuals
Families
Businesses
Farms
 Yes No

Item 10. See instructions for additional information to be provided.
Is there other related Federal assistance on this project previous, pending, or anticipated?
 Yes No

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:
2. **Defaults.** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:
3. **Possible Disabilities.** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:
4. **Consistency with Local Plans.** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
5. **Consideration of Local Interest.** – It has given fair consideration to the interest of communities in or near where the project may be located.
6. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
7. **Public Hearings.** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
8. **Air and Water Quality Standards.** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II – SECTION C (CONTINUED)

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No. 20.106
2. Functional or Other Breakout Airport Improvement Program

SECTION B - CALCULATION OF FEDERAL GRANT

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 2000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			68895
5. Other architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			70895
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			70895
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			70895
20. Federal Share requested of Line 19			63805
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			63805
23. Grantee share			3546
24. Other shares			3544
25. Total project (Lines 22, 23, & 24)	\$	\$	\$63805

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 3546
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	3546
h. Total – Grantee Share	3546
28. Other Shares	
a. State	3544
b. Other	
c. Total Other Shares	3544
29. TOTAL	\$ 7090

SECTION E - REMARKS

PART IV - PROGRAM NARRATIVE (ATTACH – SEE INSTRUCTIONS)

PART IV
PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: Apron Expansion Environmental Assessment

AIRPORT: Chan Gurney Municipal Airport

1. Objective:

Provide additional aircraft parking as well as relocate two hangars and remove bituminous pavement that is past its service life.

2. Benefits Anticipated:

Increased aircraft parking. Correctly align and locate hangars.

3. Approach: *(See approved Scope of Work in final Application)*

4. Geographic Location:

Chan Gurney Municipal Airport, Yankton, South Dakota - see attached location map.

5. If Applicable, Provide Additional Information:

6: Sponsor's Representative: *(incl. address & tel. no.)*

Kevin Kuhl
Public Services Director
416 Walnut Street
Yankton, SD 57078 Telephone 605-668-5250

Chan Gurney Municipal Airport
Yankton, South Dakota
Apron Expansion Environmental Assessment
AIP #3-46-0062-026-2015
Summary of Project Costs

Description	Project Costs
Administrative	\$ 2,000.00
Apron Expansion Environmental Assessment	\$ 68,895.00
Total Estimated Project Costs	\$ 70,895.00
Total Federal Funding =	\$ 63,805.00
State Share =	\$ 3,544.00
Sponsor Share =	\$ 3,546.00

July 22, 2015

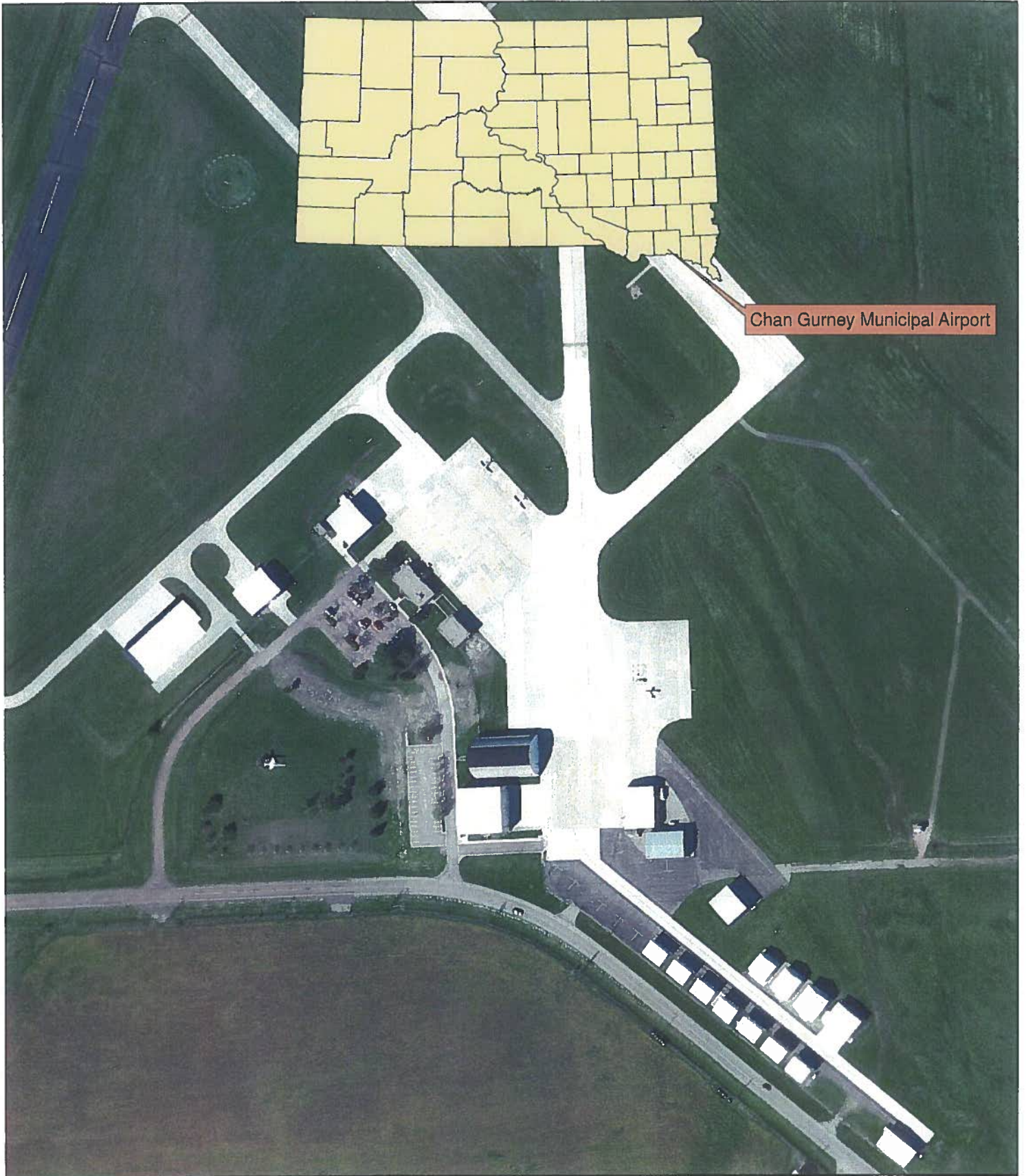
**[CHAN GURNEY MUNICIPAL AIRPORT CONSTRUCT PORTION OF
PHASE 2 APRON EXPANSION ENVIRONMENTAL ASSESSMENT
JUSTIFICATION]**

The City of Yankton is requesting financial assistance for conducting an EA for a proposed apron expansion.

The EA for a proposed apron expansion is being performed as a result of the airport needing additional room to park large aircraft. This area is shown on their approved ALP for expansion. As part of this process, the disposition of the existing city-owned hangar will be evaluated as it has been deemed potentially historic. Two private hangars, which are not considered historic, will be relocated as part of this project as well. Expanding this area and moving the two private hangars will also eliminate a significant amount of pavement. This pavement had a PCI rating in 2008 of 17 (very poor) and is in need of rehabilitation.

Total estimated cost for the Apron Expansion EA is \$70,895.

SOUTH DAKOTA



Chan Gurney Municipal Airport

Kadrmas
Lee &
Jackson
Engineers Surveyors
Planners

*Intended for Planning Purposes Only

PRELIMINARY



0

300

600

900 Feet

Location Map
Chan Gurney Municipal Airpor
Yankton, SD

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 10th of August, 2015 by and between the City of Yankton, having an address of 416 Walnut Street, Yankton, SD 57078, hereinafter referred to as the "OWNER", and Kadmas, Lee & Jackson, Inc. (KLJ), having an address of 4585 Coleman Street, Bismarck, ND 58503, hereinafter referred to as the "ENGINEER".

WITNESSETH: That the OWNER and ENGINEER, for the consideration hereinafter named, agree as follows:

I. GENERAL DESCRIPTION OF WORK TO BE PERFORMED.

The OWNER agrees to and hereby does retain and employ ENGINEER and ENGINEER agrees to perform Professional Services for the project at the Chan Gurney Municipal Airport, AIP 3-46-0062-026-2015, WHEREAS, the proposed project is described as follows:

- A. Apron Expansion Environmental Assessment
KLJ 14515127 Task 12

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, entitled "Detailed Scope of Services", and the anticipated level of effort is defined in ATTACHMENT B entitled "Hourly Rate and Cost Breakdown", both parts hereof.

II. PERIOD OF SERVICE.

Compensation for ENGINEER's services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of ENGINEER's services through completion. In this regard, if the services covered by this Agreement have not been completed within 18 months of the date hereof, through no fault of ENGINEER, any lump sum or maximum payment amounts shall be equitably adjusted.

III. COMPENSATION.

Compensation on this project shall be broken into separate and independent forms of compensation. The first form of compensation shall be lump sum compensation. The second form of compensation shall be cost plus fixed fee compensation. The third form of compensation shall be hourly rate compensation. Following the description of the compensation method below, a chart details the items which will be compensated on lump sum basis, cost plus fixed fee basis, and hourly rate basis. Generally speaking, those items compensated on a cost plus fixed fee are items that are currently not possible to be estimated accurately. These include, for instance, construction observation and project records phases, which are dependent upon the Contractor who is doing the construction work and the year in which it is constructed. Compensation under an hourly rate basis is typically used when the scope of services is open-ended, unknown and / or not definable. In this case, the ENGINEER shall only bill the cost and fixed fee that is used for that task. Previously audited overhead and general/administrative overhead at 161.84% shall apply to this agreement. The cost of facilities rate of 0.71% and fixed fee rate of 15% shall apply to this agreement.

- A. Lump Sum Compensation.

For those work items specified below in the compensation table for lump sum payments, the OWNER shall compensate the ENGINEER for services a lump sum amount to cover all costs for completion of that work item. These costs shall include salary costs, overhead costs, direct non-salary expense, and all other expenses as defined within the latest edition of FAA Advisory Circular 150/5100-14.

The lump sum payment shall be based upon the hours and expenses provided within Attachment B that follow, and shall include a fixed fee payment. The lump sum fee made for these items shall constitute full and total compensation for all of the work necessary to complete the individual items specified in the scope of services. Changes in the scope of services as defined at the time this contract is negotiated shall reflect an additional compensation as negotiated by the ENGINEER and the OWNER. Monthly payments for those items specified below shall be based upon the percentage of work completed to date.

The table below indicates those work items covered as a lump sum payment item, and the total cost or compensation for each of these individual items. ATTACHMENT B provides the justifications for the lump sum fees.

Table A Lump Sum Compensation	
Task Item	Total Compensation
Environmental Assessment	\$68,895.00

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

B. Cost Plus Fixed Fee Compensation.

The OWNER shall compensate the ENGINEER for services on an actual cost plus a fixed fee basis. The actual costs will consist of salary costs, overhead expenses, and direct non-salary expenses as defined in the latest edition of FAA Advisory Circular 150/5100-14. All direct salary costs and expenses may be verified by auditing at the conclusion of this project. The fixed payment, based on the schedules in ATTACHMENT B, shall not vary from the maximum specified unless the overall scope of the project changes. The table below includes the description of services, the total estimated compensation for this service, and the fixed fee payment.

Payment to the ENGINEER shall be on a monthly basis as the work progresses.

Table B Cost Plus Fixed Fee Compensation		
Task Item	Fixed Fee Payment	Total Compensation
NA	\$NA	\$NA

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

C. Hourly Rate Compensation.

The OWNER shall compensate the ENGINEER for services on an actual cost plus overhead and fixed fee basis. The actual costs will consist of salary costs, overhead expenses, and direct non-salary expenses as defined in the latest edition of FAA Advisory Circular 150/5100-14. All direct salary costs and expenses may be verified by auditing at the conclusion of this project. The fixed fee shall be included in the hourly rate. The table below includes the description of services and the total estimated compensation for this service.

Payment to the ENGINEER shall be on a monthly basis as the work progresses. Refer to ATTACHMENT B for a detailed breakdown.

Table C Hourly Rate Compensation	
Task Item	Total Compensation
NA	\$ NA

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

D. GENERAL.

The total compensation for all agreement costs, based on the estimated costs put forth in Attachment B shall not exceed \$68,895.00. The fixed payment for all phases, based upon the estimated costs put forth in Table B shall be a lump sum amount of \$NA. For any form of compensation listed above, the individual compensation amounts shall not exceed the maximum amount shown unless approved in writing by the OWNER.

IV. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT.

If the ENGINEER is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties, prior to proceeding with any extra work or related expenditures.

V. OWNER'S RESPONSIBILITY.

To permit ENGINEER to perform the services required hereunder, the OWNER shall (except to the extent provided otherwise in ATTACHMENT A) supply in proper time and sequence, the following at no expense to ENGINEER.

- A. Cooperate with the ENGINEER in the approval of all information submitted for review, or should they disapprove of any part of said information, shall make a decision timely in order that no undue expense will be caused the ENGINEER because of lack of decisions. If the ENGINEER is caused rework, extra drafting or other expenses due to changes ordered by the OWNER after

the completion and approval of the information submitted, the ENGINEER shall be equitably paid for such extra expenses and services involved.

- B. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state or Federal authorities; shall secure the necessary land, easements, and right-of ways required for the project.
- C. Designate in writing, a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define OWNER's policies with respect to ENGINEER's services.
- D. Furnish, as required for performance of ENGINEER's services, data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data.
- E. Provide access to, and make all provisions for ENGINEER to enter upon publicly- and privately-owned property as required to perform the work.
- F. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by ENGINEER, obtain advise of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing or decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- H. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.
- I. If ENGINEER encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, ENGINEER shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. The services to be provided by ENGINEER do not include identification of asbestos or pollution, including soil contamination and ENGINEER has no duty to identify or attempt to identify the same in the project area.
- J. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
- K. Provide "record" drawings and specifications for all Existing physical plants or facilities which are pertinent to the Project.

- L. Provide written notice to ENGINEER when the project has been financially closed out by FAA.
- M. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- N. The OWNER shall agree to renegotiate the compensation should the project change appreciably from the original scope of work, a change in conditions, or additional work required by the ENGINEER. The renegotiated compensation will be based on the new project scope of work.
- O. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

VI. COMPLETION TIME.

The ENGINEER shall complete the task item assigned as per the schedule defined in the Detailed Scope of Services for that individual task.

VII. TERMS AND CONDITIONS.

A. Ownership of Drawings and Contract Documents.

1. Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and shall remain the property of the ENGINEER unless otherwise agreed to by both parties. Reproducible copies of drawings and copies of other pertinent data shall be made available to the OWNER upon request.
2. When a contract is for preliminary plans only, no commitment is implied that would constitute a limitation on the subsequent use of preliminary plans or ideas incorporated therein.

B. Standard of Care.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

C. Limitations of Responsibility.

In the event the OWNER requests ENGINEER to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to ENGINEER for review at least 15 days prior to the requested date of execution. ENGINEER shall not be required to execute any certificates or documents that in any way would, in ENGINEER's sole judgment, (a) increase ENGINEER's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain.

D. Opinions of Probable Construction Costs.

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs for the project(s) provided for herein are to be made on the basis of experience and qualifications and represent a best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids, change orders or the project construction cost will not vary from the prepared opinion of probable construction costs.

E. Termination.

This Agreement may be terminated by either party, by a seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEER shall be paid as provided under compensation for work completed to date of termination.

F. Dispute Resolution.

In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.

G. Successors and Assigns.

The OWNER and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

H. Indemnification.

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its sub-engineers or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER'S negligent acts in connection with the Project and the acts of its contractors, subcontractors or engineers or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

I. Hazardous Materials.

The parties acknowledge that ENGINEER'S scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Controlling Law.

This Agreement is to be governed by the law of the state in which the Project is located.

VIII. FEDERAL CONTRACT PROVISIONS

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract provisions must be incorporated. These federally-required, contract provisions, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for a Non-Construction Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

ATTEST: _____
NAME: _____
TITLE: _____

OWNER: City of Yankton
SIGNED: _____
NAME: Amy Nelson
TITLE: City Manager
DATE: _____

ATTEST: _____
NAME: Bryan Jacobson
TITLE: Project Manager

ENGINEER: Kadrmass, Lee & Jackson, Inc.
SIGNED: _____
NAME: Steve Synhorst, PE
TITLE: Division Leader
DATE: _____

CERTIFICATION OF ENGINEER

I hereby certify that I am the Division Leader (title) and duly authorized representative of Kadrmass, Lee & Jackson, Inc., whose address is 4585 Coleman Street, Bismarck, ND 58503, and that neither I nor the firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this contract, or
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of South Dakota, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

Date: _____

Kadrmass, Lee & Jackson, Inc.

(Name of Firm)

By: _____

Bryan Jacobson

By: _____

Steve Synhorst, PE

Project Manager

(Title/Seal)

Division Leader

(Title/Seal)

ATTACHMENT A

DETAILED SCOPE OF SERVICES CHAN GURNEY MUNICIPAL AIRPORT, YANKTON, SD PROJECT: ENVIRONMENTAL ASSESSMENT FOR APRON EXPANSION AND HANGAR REMOVAL

I. DESCRIPTION

An Environmental Assessment (EA) will be developed according to the criteria contained in Federal Aviation Administration (FAA) Order 1050.1E, Environmental Impacts: Policies and Procedures and Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions. Modifications or additions to the Orders (i.e. a new Order 1050.1) that significantly change the services to be performed, as defined below, shall be treated as "changes in the scope of services" as defined in the Agreement for Professional Services, Part III, Compensation. The EA will identify the purpose and need of the proposed project, identify reasonable alternative solutions, document existing conditions, and identify environmental impacts of the proposed action and alternatives. A listing of agencies and persons consulted during the study will also be included in the EA.

II. OBJECTIVE

The general objective of this study is to provide documented information necessary for the FAA, South Dakota Department of Transportation (SDDOT) and the City of Yankton (OWNER) to reach a consensus on the type, design, and location of possible airport improvements. The proposed project includes an expansion of a general aviation apron area and removal/relocation of three hangars. All factors related to the design and location of the proposed improvements must be considered, including alternative solutions, transportation needs, social impacts, economic factors, environmental impacts, and engineering analysis.

The ENGINEER shall evaluate the alternatives and make recommendations as to the best selection of alternatives. The documentation shall be developed in compliance with all applicable State and Federal regulations and FAA Orders 1050.1E and 5050.4B. The information shall be objective and complete. The ENGINEER will bring to the attention of the FAA, SDDOT, and the OWNER any unforeseen information and issues that are relevant to the project decision. The ENGINEER will not indicate any preferences publicly for any alternative prior to a Public Hearing unless specifically requested to do so by all parties (FAA, SDDOT, and the OWNER).

III. SERVICES TO BE PERFORMED

The ENGINEER is responsible for providing a concise environmental document that is acceptable to the FAA, SDDOT, and the OWNER. The ENGINEER will perform the necessary coordination with Federal, State, and local agencies, in addition to any citizens groups and other interested parties, which would have an influence upon the study and the preparation of the environmental document.

A. Project Initiation

1. Kickoff Meeting

The ENGINEER shall attend a kickoff meeting with the OWNER to discuss the objectives of the study. At this time, the financial administration of the contract will be explained. The kickoff meeting is anticipated to occur at the City of Yankton. The SDDOT and FAA will be invited to this meeting if desired.

2. Initiate Advance Notification

The ENGINEER will prepare and distribute a solicitation of views package to governmental agencies with a possible interest in the project's planning at the beginning of the study process. The letter will be used as a means of "scoping" issues pertinent to the study and to obtain information about any permits, licenses, or other agency requirements needed to construct the project.

Within thirty (30) working days after Notice to Proceed is given from the OWNER, a solicitation of views package will be distributed.

B. Engineering Data Collection

Immediately following the Notice to Proceed, the ENGINEER will collect various information and materials relative to engineering concerns within the study area. This information shall include data necessary to perform adequate evaluation of the location and design of the airport improvements. This shall include, but not be limited to:

1. Purpose and Need

The ENGINEER will compile data necessary to clearly define the purpose and need for the proposed improvements. This information will focus on the need for the apron reconstruction and removal of three hangars located on the airport property.

2. Alternatives

The ENGINEER will comprehensively evaluate two build alternatives and a no-build alternative for the purpose of identifying an alternative that supports the purpose and need for the project.

The first build alternative would examine and document the potential consequences of constructing an apron at a different location on the airport and leaving at least one of the existing hangars in place. This is in order to avoid impacting a tile hangar that may be considered eligible for listing in the National Register of Historic Places. It is anticipated that this alternative would not be considered feasible or prudent, as the existing hangar is in very poor condition, repair of this hangar is not feasible, its current location constricts efficient use of the apron, and expanding in another location would create operational inefficiencies due to the separation of services. However, this alternative is included because the NEPA and Section 106 (Historic Properties) processes require documentation showing that this alternative is not feasible or prudent before an alternative that impacts historic properties can be analyzed.

The second build alternative will include expansion of the existing general aviation apron

area at the Airport. This will involve relocating two hangars and demolishing the tile hangar. It is assumed that the tile hangar is likely to be considered eligible for listing in the National Register. This alternative would result in the Adverse Effect and would require a Memorandum of Agreement (MOA) with the South Dakota State Historic Preservation Office (SHPO). The ENGINEER will analyze two mitigation options for this build alternative to be included in the MOA.

Option 1: The Airport will offer the tile hangar up to interested parties for relocation. Any new owners would be required to move and rehabilitate the building at a new site.

Option 2: If there is no interest in relocating the tile hangar, one potential mitigation measure will be examined. This would include demolition of the hangar and development of a memorial/plaque.

Both mitigation options would include historic and photographic documentation of the tile hangar prior removal. If any alternatives or mitigation result from agency coordination beyond those described above, it will be considered a change in the scope of work.

A No-Action alternative will also be evaluated based upon a comprehensive set of aeronautical, engineering, and environmental criteria per FAA guidelines. All of the known potential effects of each alternative will be addressed within this section with both positive and negative impacts identified. Based upon this evaluation, the preferred alternative will be identified. This shall include, but not be limited to:

- Descriptions of the evaluation of two build alternatives and the No-Action alternative.
- Concise statements explaining why any alternatives have been eliminated from further study.
- Identification of the proposed action.
- A preliminary listing for each alternative of any areas of potential impact per the thresholds identified in the FAA Orders 1050.1E and 5050.4B.
- A listing under each alternative of any applicable Federal, State or local laws and regulations and any required permits.
- A cost estimate will be prepared that lists estimated costs for the project, including FAA, state and local shares.
- No topographic survey or soils testing is included in this work scope. All alternatives analysis will be based on existing government data sources.

C. Environmental Data Collection

Immediately following the Notice to Proceed, the ENGINEER shall conduct preliminary assessments of the study area from an environmental standpoint. This shall be of sufficient detail to begin alternative analysis. This activity consists of collecting various information and materials relative to the social, economic, and environmental concerns within the study area.

1. Affected Environment

The ENGINEER will utilize pertinent literature sources, data gathered through agency coordination, an architectural inventory of the study area, and other sources of information to quantify and prepare a discussion of the existing environmental conditions at the airport. Data collection for the affected environment shall include:

- Creation of maps of the area on and around the airport through use of aerial photography.
- Brief review of existing and planned land uses and zoning in the study area, as well as residential areas, public parks, wildlife and waterfowl refuges, wetlands, floodplains, lagoons, farmlands, recreation areas, historic and archaeological sites, as applicable.
- Identification of nearby schools, public hospitals, shopping areas, and adjacent political jurisdictions, if affected by the proposed improvements.
- Collection and analysis of population data, industrial and commercial growth characteristics, and assumptions used to justify the project and determine secondary impacts, only if relevant to the proposed improvements.
- Identification of any proposed planned and developed activities in the affected area which are interrelated to the proposed improvements and/or which would produce cumulative impacts.
- Review of data from field inventories. Information from following inventories is anticipated to be required for this project and review of these documents is included in this scope of work:

- Architectural Inventory of the impacted hangars

Please note that the work to conduct an architectural inventory has been included in a previous scope of work to complete environmental clearance for a proposed wildlife fence. As such, time to complete the inventory was included in that contract.

- Evaluation of the tile hangar by a structural engineer -

Please note that the work to conduct an architectural inventory has been included in a previous scope of work to complete environmental clearance. As such, time to complete the inventory was included in that contract.

If other field studies are required for this project, this work shall be treated as "changes in the scope of services" as defined in the Agreement for Professional Services, Part III, Compensation.

2. Environmental Consequences

A detailed review of each of the environmental impacts categories in FAA Orders 1050.1E and 5050.4B shall be conducted. The ENGINEER shall identify the impacts for each alternative and express them in a form suitable for comparison to other alternatives. Differences shall be contrasted in sufficient detail to identify the most viable alternative(s) and to select the one that would be in the best overall public interest. The FAA, SDDOT, and the OWNER will make the final decision as to which alternative is the most viable.

The ENGINEER will coordinate with the OWNER and resource agencies to develop measures to reduce or eliminate the adverse environmental impacts of the proposed action. Appropriate mitigation measures will be specified in a list of environmental commitments to be included in the EA.

The entire process will be summarized with specific attention being called to any problems that were found during the environmental assessment. A conclusion will be generated based upon all of the information provided to date. This conclusion will summarize the review process and provide recommendations regarding the environmental assessment and construction, if required.

Up to 20 hours are included in this task item, which does not include hours for the Section 106 Consultation/4(f) Evaluation listed below.

Section 106 Consultation/4(f) Evaluation: Coordination with the SHPO will be necessary to discuss potential impacts to the historic hangar and possible mitigation measures in order to complete the necessary Section 106 requirements. Hangars eligible for listing on the National Register of Historic Places are also protected under DOT Section 4(f). A 4(f) evaluation will be completed as part of the EA process. Up to 60 hours are included for this coordination and evaluation.

A generic description of a typical Section 106 process is listed below:

1. The first step in the Section 106 process is to identify areas potentially affected by the project. The ENGINEER will identify the "area of potential effect" for the project, called an "APE."
2. The second step is to identify historic properties. An architectural inventory was previously completed for the project to identify these properties.
3. The third step is to evaluate the historic significance of these properties. Properties included within the APE that are eligible for the National Register of Historic Places (NRHP) include the tile hangar.
4. The next step is to identify a recommended determination for the project. If the project would affect a historic property through items such as physical destruction of the property or relocating it from a historic location, an adverse effect would occur.
 - a) If an adverse effect is proposed, an analysis of those adverse effects and coordination to identify mitigation options is completed.
 - b) Once appropriate parties are satisfied with mitigation measures, a Memorandum of Agreement is typically drafted to outline the responsibilities of each party.

D. Draft EA

1. Draft EA

The ENGINEER will prepare a Draft EA. This is a technical report which presents the purpose and need for the project, the alternatives considered for the proposed action, the affected environment, the associated environmental impacts of each alternative, and any necessary mitigation measures, as described above. The results of agency coordination shall also be incorporated into the document, as well as a list of qualifications of the preparers and coordinating parties.

2. Quality Assurance/Quality Control & Draft EA Distribution

The document will be drafted and circulated internally for a quality assurance/quality control review. The Draft EA will then be submitted to the OWNER, FAA, and SDDOT for their review and comments. This scope of work includes an initial Draft EA submittal and a maximum of two (2) re-submittals of the Draft EA to the OWNER, FAA, and SDDOT for their review. The ENGINEER will provide the OWNER up to five (5) copies of the Draft EA for review and comment for each necessary submittal.

After the OWNER's, SDDOT's, and FAA's comments have been satisfactorily addressed and the document has been approved for distribution, the ENGINEER will distribute the revised Draft EA to interested parties and public viewing locations. Any additional submittals that may be required for the project shall be treated as "changes in the scope of services" as defined in the Agreement for Professional Services, Part III, Compensation.

E. Public Hearing

1. Public Hearing

The ENGINEER will conduct a Public Hearing at the conclusion of the study. The Public Hearing will include a presentation of the study results and will be held in an "open house" format. Exhibits and informal discussion will be held; no formal presentation will be given. The purpose of the Public Hearing is to present to the public the results of the study and obtain any comments regarding the proposed action. Invitations to this hearing will include County, City, State and Federal officials, airport users, and interested parties. It will be advertised in the legal newspaper of the City of Yankton. If a formal public hearing is requested, this will be considered to be a change in the scope of work.

Following the hearing, the ENGINEER will prepare a meeting summary and responses to substantive comments for inclusion into the Final EA. Services of a court reporter to complete an official transcript is not included in this scope of work.

2. Legal Ad/News Release (1)

The ENGINEER will prepare one (1) news release discussing the proposed airport improvement project. The news release will be sent to various news media including radio, TV and newspapers serving the general area. The ENGINEER will assist the OWNER in placing a legal ad in the legal newspaper to announce the Public Hearing at least 30 days prior to the Public Hearing.

The news release will be circulated at least seven (7) days prior to the Public Hearing.

F. Final EA

1. Final EA

Following the thirty (30) day comment period, the ENGINEER will revise the draft document based on agency and public comments that were received. The Final EA will contain the public hearing meeting materials and comments received. The Final EA will go through an internal quality assurance/quality control review. The ENGINEER will prepare up to five (5) copies of the Final EA and assist the OWNER in distributing them to interested parties. This scope of work includes an initial submittal of the Final EA and one (1) re-submittal of the Final EA if necessary to account for FAA, SDDOT, and OWNER review comments. Any additional submittals will be considered "changes in the scope of services" as defined in the Agreement for Professional Services, Part III, Compensation.

G. Proposed Finding of No Significant Impact (FONSI) Distribution

1. Proposed FONSI/ROD Distribution

When the proposed action involves special purpose laws, such as Section 106 of the National Historic Preservation Act as is the case here, the FAA requires a 30-day external review of a proposed FONSI. Therefore, once the FAA issues a draft FONSI for this project, the ENGINEER will distribute copies of the draft FONSI/ROD along with the Final EA to the public and any agencies that made substantial comments on the EA. Up to twenty (20) copies of the proposed FONSI/ROD and EA will be included in this distribution. Interested parties will be allowed 30 days to review the proposed FONSI. At the end of the 30-day review period, the ENGINEER will compile any comments received and forward them to the responsible FAA official.

2. Legal Ad (1)

The ENGINEER will assist the OWNER in placing a legal ad/public notice announcing the availability of the proposed FONSI in the local paper.

H. FONSI/ROD Final EA Distribution

Upon approval of the FONSI/ROD Final EA, the ENGINEER will assist the OWNER in placing a legal ad/public notice announcing the approval of the FONSI/ROD Final EA in legal newspaper of the City of Yankton. ENGINEER will distribute copies of the FONSI/ROD Final EA to the Airport, SDDOT, and the FAA.

I. Project Management and Distribution

1. Project Management/Scheduling

The ENGINEER will have a project manager assigned to this project. The project management tasks include scoping, planning, organizing, coordinating and managing resources to successfully meet the project's objectives and goals.

The ENGINEER's project manager will develop a project plan and a project team; define project goals and objectives; specify tasks and resources; and create budgets and timelines. The project manager handles all day to day activities and coordination for all actions throughout the duration of the project.

A project schedule will also be developed within thirty (30) days from the notice to proceed. The schedule will be updated, as necessary, to incorporate changes in the work concept and progress to date. The ENGINEER shall complete the EA within 18 months of the OWNER issuance of the Notice to Proceed. The schedule anticipates 30-day agency review periods, once items have been submitted. If the agency review periods take longer, the schedule will be updated accordingly.

2. Team Meetings

Team meetings will be held periodically throughout the project and led by the project manager in order to effectively meet the project's time schedule. The project manager will allocate resources on all activities from conception to completion of the project. The objective of the team meetings is to ensure that all tasks are met in order to meet the project

milestones and to discuss possible issues that have surfaced throughout the project's process. The OWNER may be encouraged to participate, when necessary.

3. Project Administration/Progress Reporting

The SDDOT will handle all the billing reports, invoices, and track the project's budget.

4. Project Progress/Status Reporting

The ENGINEER will provide monthly written progress reports, which summarize the work performed in the current period, upcoming activities in the next period, summary of project decisions, and any issues that arise during the duration of the project. The status reports will be emailed to the OWNER on a monthly basis, or as needed. The status report shall also identify any milestone activity that is not completed or anticipated not to be completed on time. The report shall include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule.

5. OWNER Contact/Coordination/Communication

One of the most critical components of project management is communication between the OWNER and to the project team. Essentially, the project manager is the liaison between the OWNER and the ENGINEER team.

It is the project manager's responsibility to notify the OWNER of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination.

Unless otherwise stated in the engineering agreement, it is the project manager's responsibility to ensure proper communication is completed with applicable agencies and/or interested parties. If it is necessary to meet with any of the above mentioned entities, the project manager will handle the coordination and develop necessary materials for the meetings.

The ENGINEER will meet with the OWNER on one (1) occasion to discuss project progress, issues, and comments on review documents. This meeting is anticipated to occur in Yankton, SD and is addition to the kickoff meeting and public hearing. The ENGINEER will provide no less than the project manager at this meeting.

6. FAA Meetings and Coordination

The ENGINEER will meet with the FAA throughout the project to keep them informed on the project status and receive comments on the project. Because these meetings occur as needed, this scope of work includes approximately 40 hours of coordination time, rather than including a specified number of meetings. Meetings/coordination times do not include those meetings held to receive comments on the Draft or Final EA documents, which are incorporated into those respective sections of the scope of work.

8. FAA Closeout Report

A close out report will be submitted within 6 months after either a Finding of No Significant Impact is issued for the project or it is indicated an Environmental Impact Statement is required.

IV. ENGINEER REQUIREMENTS

A. Deliverables

The ENGINEER will provide information in the following forms:

- Provide up to 5 review copies for each submittal of the Draft EA to allow review by all interested parties, including the FAA, SDDOT, and OWNER. A maximum of 1 initial submittal and up to 2 Draft EA re-submittals are included in this agreement.
- Provide up to 5 copies for each submittal of the Final EA to the FAA, SDDOT, OWNER, and agencies who commented on the project. A maximum of 1 initial submittal and 1 re-submittal is included in this agreement.

V. SERVICES NOT INCLUDED IN SCOPE

Additional services will be performed for securing FAA approval and otherwise implementing the chosen build alternative.

The following services are not included in this scope of work:

1. Services to provide an ALP Update.
2. Services to complete any mitigation measures for the proposed project.
3. Services to complete an asbestos inspection which may be required for building demolition.



PHASE: PRELIMINARY AND DESIGN SERVICES
 Environmental Assessment for Apron Expansion

KLJ Title	Engineer VI	Engineer III	Planner II	Enviro Planner III	Enviro Planner I	GIS Analyst I	Admin Assist II	Task Direct Labor Cost
DATA COLLECTION								
Kickoff Meeting		4		4				\$ 360.00
Advance Notification		1		1		2		\$ 316.00
Subtotal								\$ 3,884.50
ENGINEERING DATA COLLECTION								
1. Purpose and Need		2		6		1		\$ 494.00
2. Alternatives		4		8		4		1,282.00
2a. Development of MOA with SHPO		2		12		8		1,076.00
Subtotal								\$ 2,852.00
ENVIRONMENTAL DATA COLLECTION								
1. Affected Environment				4		3		\$ 588.00
2. Environmental Consequences				3		14		613.00
2.1 Section 106 Consultation/4(f) Evaluation		8		24		16		2,340.00
3. Cumulative Impact Assessment				1		4		333.50
Subtotal								\$ 3,874.50
DRAFT EA								
1. Draft EA		2		8		20		\$ 1,200.00
2. Respond to Agency Reviews				4		6		346.00
Subtotal								\$ 1,546.00



Attachment B
 Chan Gurney Municipal Airport
 Yankton, SD
 AIP 3-46-0062-026-2015 / KLJ 145127
 Hourly Rate and Cost Breakdown

PUBLIC HEARING									
1. Draft EA Distribution					4				\$ 116.00
2. Legal Ad/News Release (1)					1				29.00
3. Public Hearing Documents					2				58.00
4. Public Hearing					24				2,280.00
5. Respond to Public Comments					1				206.00
Subtotal					4				2,689.00
FINAL EA									
1. Final EA					2				354.00
2. Respond to Agency Reviews					2				260.00
Subtotal					6				614.00
PROJECT MANAGEMENT									
Site Inspection/Investigation					2				\$ 180.00
Project Scoping Meeting with Sponsor/FAA & Sponsor					24				2,160.00
Prepare Project Scope of Services & Corresponding Hours					2				268.00
Engineering Scope and Hour Negotiations					2				94.00
Engineering Agreement					1				171.00
Prepare and Coordinate Subconsultant Agreements					2				214.00
Prepare SDDOT Audit Review Information					2				94.00
1. Project Management Scheduling					20				1,743.00
2. Team Meetings					12				273.00
3. Project Administration					4				639.00
4. Project Progress/Status Reporting					8				530.00
5. Owner Contact/Coordination/Communication					36				3,786.00
6. FAA & Sponsor Meetings and Coordination					4				759.00
7. FAA Closeout Report					2				-
Subtotal					134				10,879.00
Total Hours					158				
Hourly Rate	\$77.00	\$47.00	\$45.50	\$43.00	\$29.00	\$26.00	\$22.75	\$0.00	\$0.00

Travel									
# of trips	4								
# of nights/trip	1								
# Attending	2								
Per diem/day	\$ 150.00	\$ 1,200.00							
Travel total		\$ 1,200.00							

Direct Labor Total =	\$ 22,824.50
Indirect Labor Total (1.6184 Overhead Rate) =	\$ 36,939.17
Direct and Indirect Labor Total =	\$ 59,763.67
Fixed Fee (13%) =	\$ 7,769.28
Cost of Facilities (0.71%) =	\$ 162.05
Subtotal =	\$ 67,695.00
Travel Total =	\$ 1,200.00
Specialty Expenses =	\$ -
Materials and Supplies =	\$ -
TOTAL =	\$ 68,895.00

Attachment C Federal Contract Provisions

A. Civil Rights Act of 1964 Title VI (49 CFR 21)

During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "ENGINEER") agrees as follows:

1. Compliance with Regulations.

The ENGINEER shall comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, (referred to as the "Acts" and the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports.

The ENGINEER shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required by the ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the ENGINEER's noncompliance with the Non-discrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the ENGINEER under the contract until the ENGINEER complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The ENGINEER shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The ENGINEER shall take action with respect to any subcontract or

procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the ENGINEER becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the ENGINEER may request the OWNER to enter into such litigation to protect the interests of the OWNER. In addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

B. General Civil Rights Provisions (49 USC § 47123)

The ENGINEER agrees that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

C. Disadvantaged Business Enterprises

1. Contract Assurance (49 CFR 26.13)

The ENGINEER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

2. Prompt Payment (49 CFR 26.29)

The ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment the ENGINEER receives from the OWNER. The ENGINEER agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

D. Lobbying and Influencing Federal Employees (49 CFR 20)

The bidder or offeror certifies by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds shall be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. Access to Records and Reports (2 CFR § 200.326, 2 CFR § 200.333)

The ENGINEER shall maintain an acceptable cost accounting system. The ENGINEER agrees to provide the sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

F. Breach of Contract Terms (2 CFR § 200 Appendix II(A))
(Applicable to Contracts Exceeding \$100,000)

Any violation or breach of terms of this contract on the part of the ENGINEER or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

G. Rights to Inventions (2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

H. Trade Restriction Clause (49 CFR Part 30)

The ENGINEER or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the OWNER cancellation of the contract at no cost to the Government.

Further, the ENGINEER agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER shall provide immediate written notice to the OWNER if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the ENGINEER if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the OWNER cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the ENGINEER is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

I. Termination of Contract (2 CFR § 200 Appendix II(B))
(Applicable to Contracts Exceeding \$10,000)

- a. The OWNER may, by written notice, terminate this contract in whole or in part at any time, either for the OWNER's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the OWNER.
- b. If the termination is for the convenience of the OWNER, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the ENGINEER's obligations, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the ENGINEER shall be liable to the OWNER for any additional cost occasioned to the OWNER thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

J. Certification Regarding Debarment and Suspension (Non-Procurement)
(Applicable to Contracts Exceeding \$25,000)

a. Certification Regarding Debarment and Suspension - Bidder or Offeror (Title 2 CFR Part 180)

By submitting a bid/proposal under this solicitation, the bidder or certifies at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

b. Certification Regarding Debarment and Suspension - Successful Bidder Regarding Lower Tier Participants (Title 2 CFR Part 1200 & Title 2 CFR Part 180, Subpart C)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

K. Federal Fair Labor Standards Act (Federal Minimum Wage) (29 USC § 201, et. Seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor - Wage and Hour Division

L. Occupational Safety and Health Act of 1970 (20 CFR Part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor - Occupational Safety and Health Administration

M. Contract Work Hours and Safety Standards Act Requirements (2 CFR § 200 Appendix IIE)
(Applicable to Contracts Exceeding \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

N. Clean Air and Water Pollution Control (2 CFR § 200 Appendix II(G))
(Applicable to Contracts Exceeding \$100,000)

ENGINEER and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

O. Text Messaging While Driving

In accordance with *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009*, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, ENGINEER is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the federal government, including work relating to grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

KKuhl

Microsoft Word – Memo 00–00 (7–31–15)Airport E
08/04/15 10:20 AM

XEROX®

Sponsor Federal Funding Checklist
Bismarck Airports District Office
(COMPLETE ONE CHECKLIST PER GRANT)

AIRPORT NAME: Chan Gurney Municipal Airport DATE PREPARED: 7/23/14
TAX ID NUMBER 46-6000567 DUNS NUMBER 042999185
CCR EXPIRATION DATE: 4/20/16 CCR CAGE CODE #: 3T5U5

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED WITH APPLICATION:					
1.	Standard Form 424 <i>(Includes project cost summary, sketch, and project description)</i>	X			
1(a).	Cost Summary <i>(attached to SF 424)</i>	X			
1(b).	Application Sketch <i>(attached to SF 424)</i>	X			
1(c).	Justification <i>(attached to SF 424 - if different from submitted Validation; otherwise, project description)</i>	X			
2.	Photos <i>(preconstruction)</i>	X			
3.	Bid Tabs/Solicitations <i>(including Engineering Estimates)</i>			X	
4.	Construction Management Plan <i>(if paving project, including base work, exceeds \$250,000)</i>			X	
5.	Buy American Waiver <i>(if required)</i>			X	

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. Airport Sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.**

Application for Federal Assistance SF-424

*1. Type of Submission:		*2. Type of Application	*If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New	
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation	*Other (Specify)
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision	_____

*3. Date Received:	4. Applicant Identifier:
--------------------	--------------------------

5a. Federal Entity Identifier: AIP # 3-46-0062-026-2015	*5b. Federal Award Identifier:
--	--------------------------------

State Use Only:

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

8. APPLICANT INFORMATION

*a. Legal Name: City of Yankton

*b. Employer/Taxpayer Identification Number (EIN/TIN): 46-6000567	*c. Organizational DUNS: 042999185
--	---------------------------------------

d. Address:

*Street 1: PO Box 176

Street 2: 416 Walnut Street

*City: Yankton

County: Yankton

*State: South Dakota

*Country: United States of America

*Zip / Postal Code: 57078

e. Organizational Unit:

Department Name: City of Yankton	Division Name: NA
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Kevin

Middle Name: _____

*Last Name: Kuhl

Suffix: _____

Title: Public Services Director

Organizational Affiliation:
Chan Gurney Muncipal Airport

*Telephone Number: 605-668-5250 Fax Number: _____

*Email: kkuhl@cityofyankton.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

C. City or Township Government

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Yankton, Yankton, South Dakota

***15. Descriptive Title of Applicant's Project:**

Apron Expansion Environmental Assessment.

Attach supporting documents as specified in agency instructions.

16. Congressional Districts Of:

*a. Applicant: SD

*b. Program/Project: SD

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: August 2015

*b. End Date: August 2016

Application for Federal Assistance SF-424**18. Estimated Funding (\$):**

*a. Federal	_____	63,805
*b. Applicant	_____	3,546
*c. State	_____	3,544
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	70,895

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims my subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. *First Name: Amy

Middle Name: _____

*Last Name: Nelson

Suffix: _____

*Title: City Manager

*Telephone Number: 605-668-5221

Fax Number: _____

*Email: anelson@cityofyankton.org

*Signature of Authorized Representative: _____

*Date Signed: _____

Authorized State Representative:

*First Name: Bruce

*Last Name: Lindholm

*Title: Program Manager, Office of Air, Rail and Transit

*Telephone Number: 605-773-3574

Fax Number: 605-773-2804

*Email: bruce.lindholm@state.sd.us

*Signature of Authorized Representative: _____

*Date Signed: _____

PART II

PROJECT APPROVAL INFORMATION

SECTION A

<p>Item 1. Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body Priority</p>
<p>Item 2. Does this assistance request require State, local advisory, educational or health clearances?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board (Attach Documentation)</p>
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4. Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency Date / /</p>
<p>Item 5. Is the proposed project covered by an approved comprehensive plan?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Check One: State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> Location of plan</p>
<p>Item 6. Will the assistance requested serve a Federal installation?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation Federal Population benefiting from Project</p>
<p>Item 7. Will the assistance requested be on Federal land or installation?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation Location of Federal Land Percent of Project</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>See instructions for additional information to be provided.</p>
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of: Individuals Families Businesses Farms</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>See instructions for additional information to be provided.</p>

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

2. **Defaults.** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

3. **Possible Disabilities.** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

4. **Consistency with Local Plans.** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

5. **Consideration of Local Interest.** – It has given fair consideration to the interest of communities in or near where the project may be located.

6. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

7. **Public Hearings.** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. **Air and Water Quality Standards.** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II – SECTION C (CONTINUED)

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No. 20.106
2. Functional or Other Breakout Airport Improvement Program

SECTION B - CALCULATION OF FEDERAL GRANT

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$2000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			68895
5. Other architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			70895
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			70895
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			70895
20. Federal Share requested of Line 19			63805
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			63805
23. Grantee share			3546
24. Other shares			3544
25. Total project (Lines 22, 23, & 24)	\$	\$	\$63805

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 3546
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	3546
h. Total -- Grantee Share	3546
28. Other Shares	
a. State	3544
b. Other	
c. Total Other Shares	3544
29. TOTAL	\$ 7090

SECTION E - REMARKS

PART IV - PROGRAM NARRATIVE (ATTACH -- SEE INSTRUCTIONS)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: Apron Expansion Environmental Assessment

AIRPORT: Chan Gurney Municipal Airport

1. Objective:

Provide additional aircraft parking as well as relocate two hangars and remove bituminous pavement that is past its service life.

2. Benefits Anticipated:

Increased aircraft parking. Correctly align and locate hangars.

3. Approach: *(See approved Scope of Work in final Application)*

4. Geographic Location:

Chan Gurney Municipal Airport, Yankton, South Dakota - see attached location map.

5. If Applicable, Provide Additional Information:

6: Sponsor's Representative: *(incl. address & tel. no.)*

Kevin Kuhl
Public Services Director
416 Walnut Street
Yankton, SD 57078 Telephone 605-668-5250

Chan Gurney Municipal Airport
Yankton, South Dakota
Apron Expansion Environmental Assessment
AIP #3-46-0062-026-2015
Summary of Project Costs

Description	Project Costs
Administrative	\$ 2,000.00
Apron Expansion Environmental Assessment	\$ 68,895.00
Total Estimated Project Costs	\$ 70,895.00
Total Federal Funding = \$ 63,805.00 State Share = \$ 3,544.00 Sponsor Share = \$ 3,546.00	

July 22, 2015

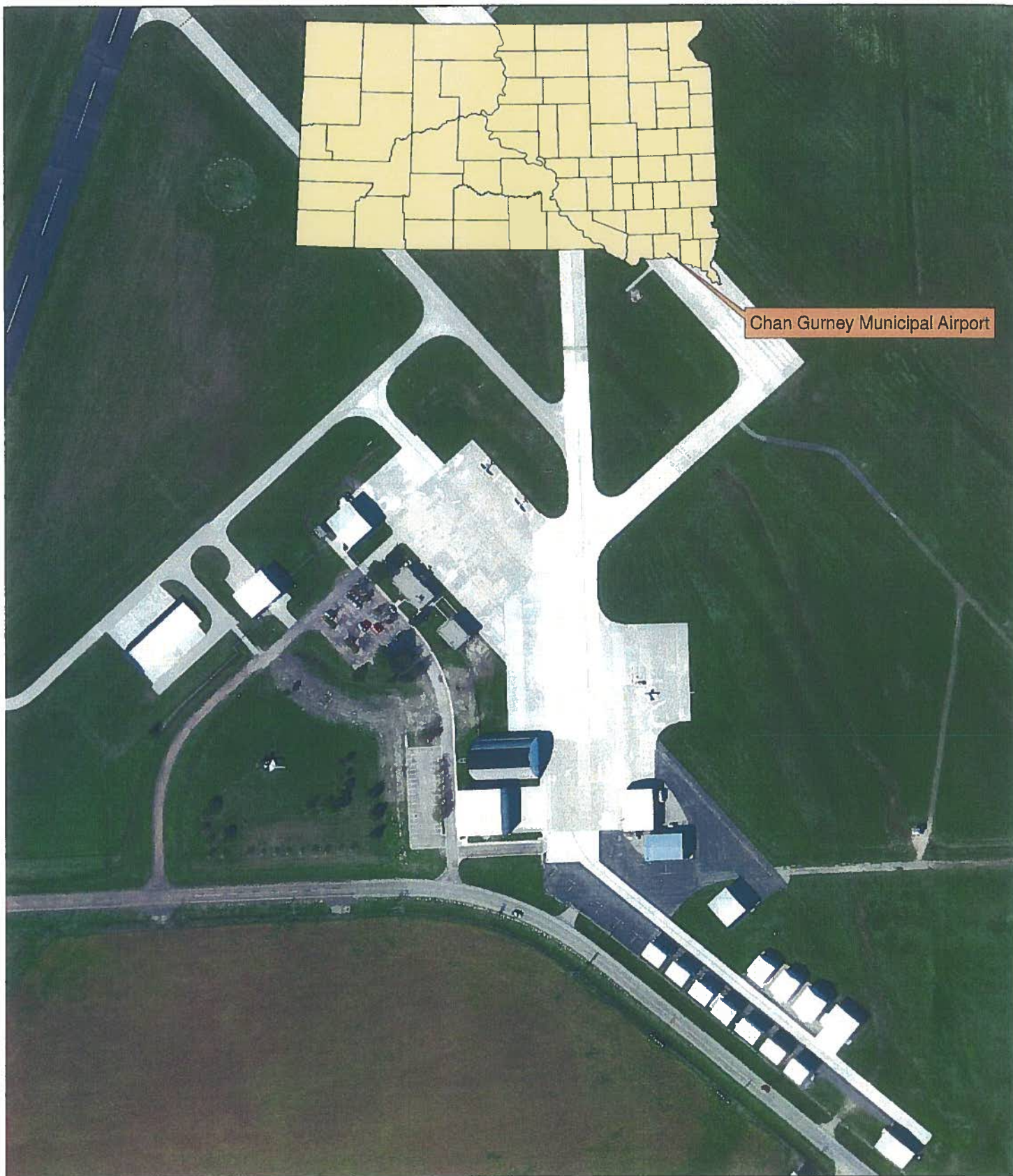
**[CHAN GURNEY MUNICIPAL AIRPORT CONSTRUCT PORTION OF
PHASE 2 APRON EXPANSION ENVIRONMENTAL ASSESSMENT
JUSTIFICATION]**

The City of Yankton is requesting financial assistance for conducting an EA for a proposed apron expansion.

The EA for a proposed apron expansion is being performed as a result of the airport needing additional room to park large aircraft. This area is shown on their approved ALP for expansion. As part of this process, the disposition of the existing city-owned hangar will be evaluated as it has been deemed potentially historic. Two private hangars, which are not considered historic, will be relocated as part of this project as well. Expanding this area and moving the two private hangars will also eliminate a significant amount of pavement. This pavement had a PCI rating in 2008 of 17 (very poor) and is in need of rehabilitation.

Total estimated cost for the Apron Expansion EA is \$70,895.

SOUTH DAKOTA



Chan Gurney Municipal Airport

Kadmas
Lee &
Jackson
Engineers Surveyors
Planners

*Intended for Planning Purposes Only

PRELIMINARY



0

300

600

900 Feet

Location Map
Chan Gurney Municipal Airpor
Yankton, SD

First Reading and Establish the Date for a Hearing

Memorandum #15-217

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community Development Director
Subject: Proposed Rezoning, Ordinance #982
Date: August 14, 2015



PROPOSED REZONING

ACTION NUMBER: 15-41

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Larry and Peggy Olson.

ADDRESS / LOCATION: 405 E. 8th Street

REZONING REQUEST & PROPERTY DESCRIPTION:

From R-4 Multiple Family to B-2 Highway Business: Lots 13 – 16, Block 42, Lower Yankton Addition to the City of Yankton.

PREVIOUS ACTION: None.

COMMENTS: The proposed rezoning is owner petition initiated. The owner submitted a rezoning petition representing 27 of the 43 eligible properties (over 60 percent) within 250 feet of the site. This exceeded the 26 needed to bring the issue before the City for consideration. The immediate purpose for the request is to provide for the possibility of a self-storage facility in the same manner that the owner completed a project to the west of the location. The allowance of a self-storage facility would also require the associated conditional use permit to be approved. As can be seen on the attached map, the north two lots along the railroad tracks are already zoned B-2 Highway business.

The proposed B-2 district is the City's standard commercial zoning designation. The outside storage of items is not allowed in the B-2 district and the display of items for sale is restricted. In addition to business activities that would fit under the above definition, the B-2 district also allows multiple family types of residential development. The area is bordered by R-4 districts to the west, south and east.

This property has been a unique challenge for all the people that have owned it over the years. Because of topography and proximity to the railroad, it really does not have much value as a

location for residential development. Each past owner has approached staff with multiple scenarios for development without being able to identify an investment that worked for them and the City.

It is staff's opinion that the proposal provides the best opportunity to develop the site with the least impact on surrounding residential occupancies. The proposal is essentially an extension of the transition zone between the railroad tracks and the adjoining residential property.

The appropriate public notice was published and individual notifications have been sent out prior to this public hearing. Staff has not received any calls from area property owners subsequent to providing notice.

Staff recommends approval of the proposed petition initiated rezoning of the described land from R-4 Multiple Family Residential to B-2 Highway Business.

HEARING SCHEDULE:

July 13, 2015	The Planning Commission establishes August 10, 2015, as the date for a public hearing.
August 10, 2015	The Planning Commission holds a public hearing to consider the issue. All appropriate notices will have been published and mailed.
August 24, 2015	The City Commission establishes September 14, 2015 as the date for a public hearing.
September 14, 2015	The City Commission holds a public hearing to consider the issue. All appropriate notices will have been published and mailed. A super majority (6-3) vote of the City Commission cannot be protested out by the neighborhood. A simple majority (5-4) could be protested.
September 25, 2015	Record of City Commission action published in the newspaper.
October 15, 2015	The City Commission action is effective.

Planning Commission results: The Planning Commission recommended approval of the proposed rezoning. There were neighbors in the audience at the Planning Commission hearing. They had questions that were answered. Nobody expressed opposition to the proposal. Please reference the minutes for the August 10th Planning Commission meeting for more detail.

ORDINANCE NO. 982

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 HAS BEEN REZONED:

Section 1.

From R-4 Multiple Family to B-2 Highway Business: Lots 13 – 16, Block 42, Lower Yankton Addition to the City of Yankton.

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:

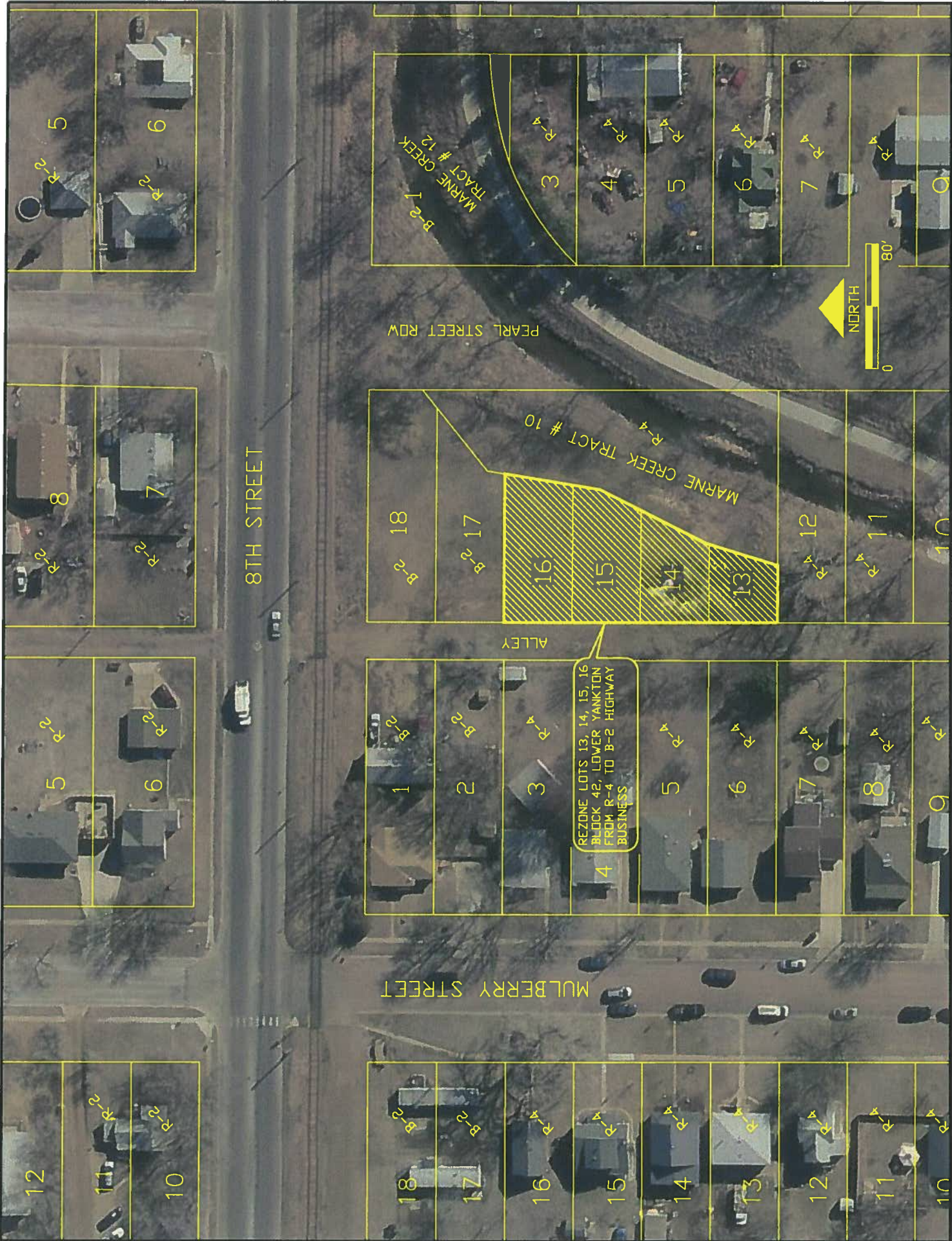
Publication Date:

Effective Date:

David Carda, Mayor

ATTEST:

Al Viereck, Finance Officer



8TH STREET

MULBERRY STREET

PEARL STREET RDV

REZONE LOTS 13, 14, 15, 16
BLOCK 42, LOWER YANKTON
FROM R-4 TO B-2 HIGHWAY
BUSINESS



MARNE CREEK TRACT # 10
MARNE CREEK TRACT # 12

MARNE CREEK TRACT # 12

5 6
R-2 R-2

8 7
R-2 R-2

5 6
R-2 R-2

12 11 10
R-2 R-2


1 2 3 4 5 6 7 8
B-2 B-2 R-4 R-4 R-4 R-4 R-4 R-4

18 17 16 15 14 13 12 11 10
B-2 B-2 R-4 R-4 R-4 R-4 R-4 R-4 R-4

18 17 16 15 14 13 12 11 10
B-2 B-2 R-4 R-4 R-4 R-4 R-4 R-4 R-4

1 2 3 4 5 6 7 8
B-2 B-2 R-4 R-4 R-4 R-4 R-4 R-4

Memorandum #15-218

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community Development Director 
Subject: Planning Commission Action #15-43 / Resolution #15-47
Date: August 14, 2015

PLAT REVIEW

ACTION NUMBER: 15-43

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: David Kline and Mary Ellen Kline.

ADDRESS / LOCATION: 2701 West 11th Street. Please reference the attached map.

PROPERTY DESCRIPTION: Tract 1 of Block 3, Missouri View Addition in the N 1/2 of the NE 1/4, Section 15, Township 93 North, Range 56 West of the 5th P.M., in Yankton County, South Dakota.

ZONING DISTRICT: County jurisdiction.

PREVIOUS ACTION: Original Missouri View Addition plat.

COMMENTS: The location of the proposed plat is in the City's three mile plating jurisdiction. This allows the City to require the dedication of right-of-way along the extension of the planned street grid. The proposed plat is located in a previously approved subdivision with identified right-of-way corridors serving as the primary access to the property. The previous right-of-way dedications meet the requirements of the City's review process for the location. The plat is not adjacent to the City's corporate limits so the Subdivision Ordinance requirements do not apply.

The proposal will be subject to county platting and land use approval requirements as it moves forward through that process.

Staff recommends approval of the proposed plat.

HEARING SCHEDULE:

August 10, 2015: The Planning Commission reviews the plat and makes a recommendation to the City Commission.

August 24, 2015: The City Commission reviews the plat and makes a final decision.

Planning Commission results: The Planning Commission recommended approval of the proposed plat.

_____ Roll Call

RESOLUTION #15-47

WHEREAS, it appears from an examination of the plat of Tract 1 of Block 3, Missouri View Addition in the N 1/2 of the NE 1/4, Section 15, Township 93 North, Range 56 West of the 5th P.M., in Yankton County, South Dakota, prepared by Travis J. Kropuenske, a registered land surveyor in the State of South Dakota, and

WHEREAS, such plat has been prepared according to law and is consistent with the City's overall Comprehensive Development Plan.

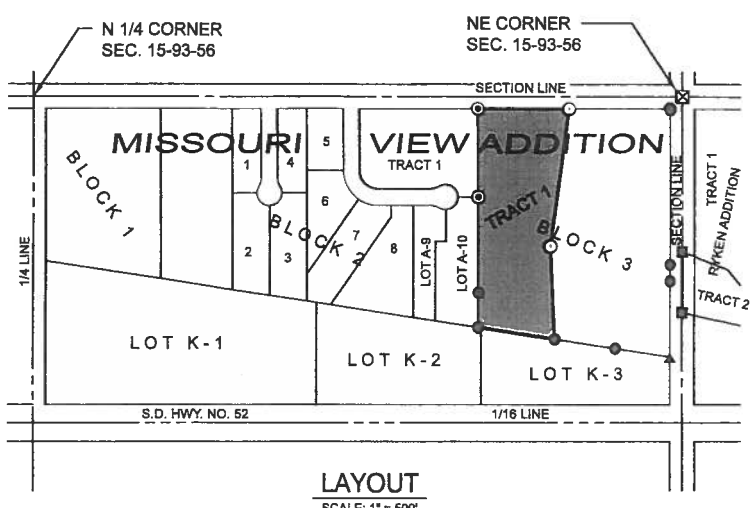
NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the plat for the above described property is hereby approved.

Adopted:

David Carda, Mayor

ATTEST:

Al Viereck, Finance Officer



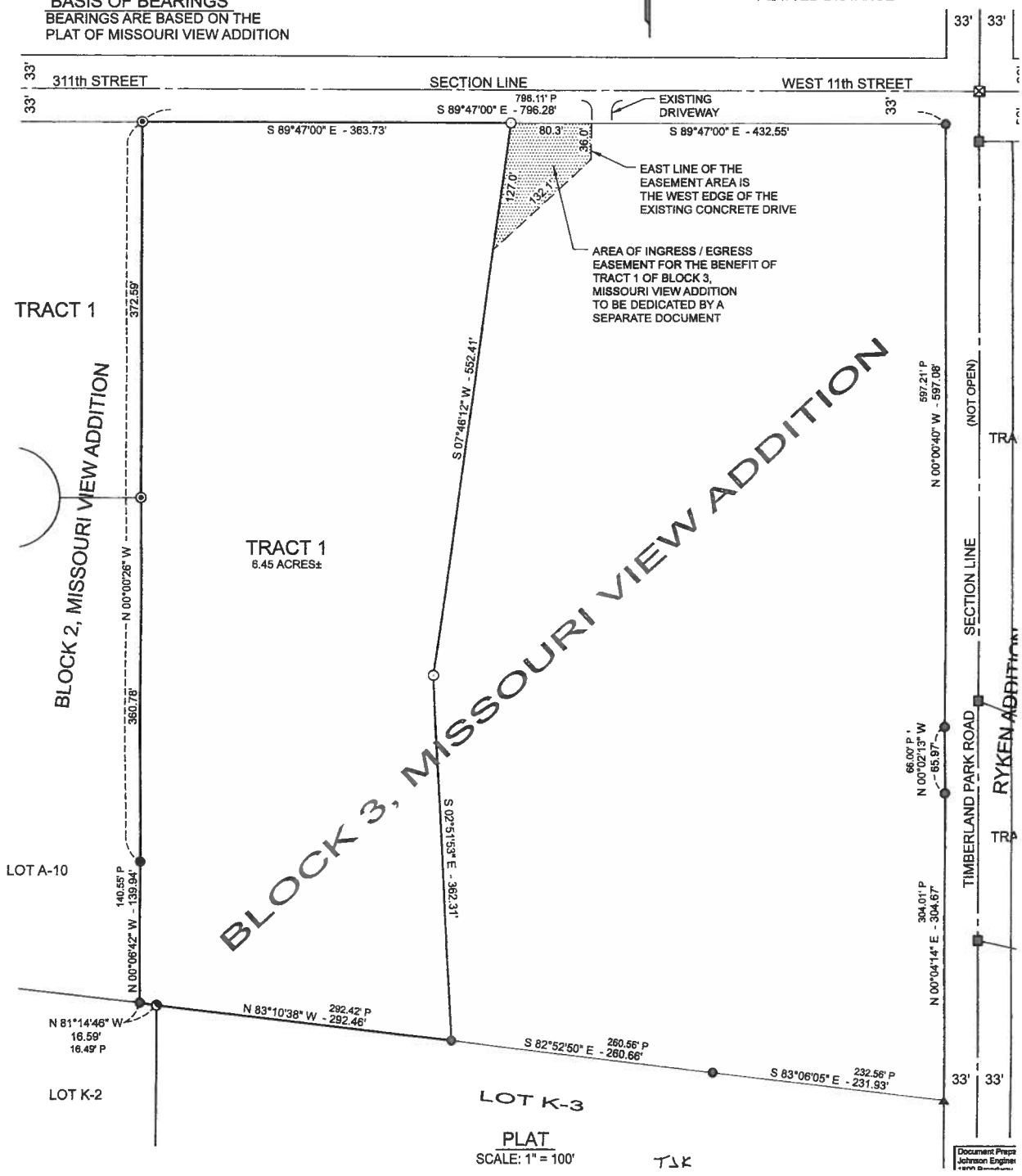
LAYOUT
SCALE: 1" = 500'

BASIS OF BEARINGS
BEARINGS ARE BASED ON THE
PLAT OF MISSOURI VIEW ADDITION

PLAT OF
TRACT 1 OF BLOCK 3, MISSOURI VIEW ADDITION
IN THE N 1/2 OF THE NE 1/4,
SECTION 15, TOWNSHIP 93 NORTH,
RANGE 56 WEST OF THE 5th P.M.,
IN YANKTON COUNTY, SOUTH DAKOTA

LEGEND

- FOUND 1/2" DIA. STEEL PIPE
- FOUND 3/4" DIA. STEEL PIPE
- ▲ FOUND 1" DIA. STEEL PIPE
- ⊠ FOUND 3/8" REBAR
- FOUND 5/8" REBAR WITH CAP STAMPED "TOM WEEK PELS 2912"
- ⊙ FOUND 3/4" STEEL PIPE WITH CAP STAMPED "JOHNSON LS 2919"
- SET 5/8" x 24" REBAR WITH CAP STAMPED "JK RLS 6841"
- 796.28' MEASURED DISTANCE
- 796.11' P PLATTED DISTANCE



Memorandum No. 15-215


To: City Manager Nelson
From: HR Coordinator
Subject: Premium Increase from Delta Dental Plan
Date: August 18, 2015

Delta Dental has sent us a notice that we will have a 3.2% increase in rates for the 2016 plan year. In their notice it stated that expenses are running 1.7% higher than premiums. Based on this and a 6% increase in dental costs (dental fees and utilization increases), the rate renewal analysis suggested a 10.7% increase in rates. Delta Dental indicated they were committed to keep group rates as stable as possible limiting our increase to just 3.2%.

The new rate will be \$38.80/month for single coverage (a \$1.20 increase). The City pays all but \$2.04 per month for this coverage as part of the employee's benefit package.

It is recommended that the City accepts the dental plan with the employee's cost remaining at the same level as the previous year.

Respectfully submitted,


Susan D. Berke-Hanson
Human Resources Coordinator

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call



August 7, 2015

Susan Berke
City of Yankton
416 Walnut
PO Box 176
Yankton, SD 57078-0176

Dear Susan:

Our mission at Delta Dental of South Dakota, is dedicated to advancing and promoting the improvement of oral health. January 1, 2016 begins your 18th year with Delta Dental, and we would like to thank you for doing business with us and we look forward to serving you another year!

We determine your dental rates based on your company's experience. Currently, your expenses are running 1.7% higher than premiums. Based on this, along with the six percent increase in dental costs (i.e., the combination of dental fees and utilization increases), our rate renewal analysis suggested a 10.7% increase in rates. However, we take a long term approach to rate setting and are committed to keeping group rates as stable as possible, and in support of these values, we have limited your rate increase to just 3.2%. Your rates for this year are noted below:

2016 Rates

Single	\$38.80 (increase of \$1.20)
Two-Party	\$78.68 (increase of \$2.44)
Three-or-More	\$110.44 (increase of \$3.42)

If you would like additional information on your company's experience or for information on ways to reduce your rates through increased deductibles, changes to coinsurance or other benefit changes, please contact me directly at (605) 494-2540.

We want you to know that we appreciate the trust you place in Delta Dental to provide a dental benefits program for your employees. You join nearly 1,700 other South Dakota employers who also trust us to maintain healthy smiles for their employees. We are proud to be a South Dakota-based company.

Sincerely,

Jeff Miller
Vice President of Underwriting & Compliance

RESOLUTION #15-46

**NO PARKING ON THE WEST SIDE OF BROADWAY AVENUE
FOR THE FRONTAGE OF SCOOTERS COFFEE**

WHEREAS, the owner of Scooters Coffee has requested no parking in front of their lot, located at 1907 Broadway Avenue; and

WHEREAS, parking in this area interferes with the ability of drivers assessing the property to see oncoming traffic and creates a hazard for the traveling public; and

WHEREAS, the Board of City Commissioners of the City of Yankton has the authority to establish and revoke parking restrictions, within the City of Yankton.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that parking is prohibited on the west side of Broadway Avenue for the frontage of Scooters Coffee, which is legally described as Lots 31 & 32, in Block 10 of North Yankton Addition, in Yankton.

Dave Carda
Mayor

ATTEST:

Al Viereck
Finance Officer

Ross K. Den Herder, Esq.
City Attorney

Memorandum #15-219

To: City Commission and City Manager Nelson

Date: August 18, 2015

Re: Land Title Cleanup

ISSUE

On the South Side of the curve where Burleigh Street meets 2nd Street, Jim Flynn owns a parcel of property that has a title problem that requires the City's cooperation to clear up. There are essentially two issues:

- (1) There is a problem of legal access over City property onto Mr. Flynn's property; and
- (2) The Title Company is demanding reciprocal quit claim deeds between the City and Mr. Flynn regarding the portion of the previously vacated Burleigh Street abutting Mr. Flynn's property to the east.

(1) LEGAL ACCESS

This issue is created because the City owns a small strip of land lying immediately between the 2nd Street/Burleigh right of way and Mr. Flynn's property. This strip of land is the old abandoned C.M.St.P.&P. Railroad land, which is about thirty-six feet (36') wide. Without granting this access, the property is unreasonably land-locked. The proposed easement provides the right of ingress and egress over the existing approach in a standard driveway width of twenty-five feet (25'), and makes Mr. Flynn's property legally accessible to the satisfaction of the Title Company. The proposed easement contains a survey drawing showing this issue and the footprint of the easement.

(2) RECIPROCAL DEEDS

Some time ago, the platted right of way for Burleigh Street continued South beyond the point where it now curves east to become 2nd Street. That portion of Burleigh was lawfully vacated, which has the legal effect of transferring ownership to the neighboring property owners. In this case, the West half of the right of way transferred to Mr. Flynn and the East half transferred to the City of Yankton. However, the Title

____ Roll call

Company is requiring that both the City and Mr. Flynn issue each other “reciprocal” quit claim deeds in which Mr. Flynn grants any interest he may have in the East half of the vacated Burleigh Street to the City, and the City grants the West half to Mr. Flynn. Such deeds would not change the legal ownership of the property as it now exists. It only serves to add deed conveyances to the “chain of title,” which clarify that neither party is challenging the other’s interest in the vacated property.

These land transactions require supermajority Commission action.

Sincerely,

Ross K. Den Herder

_____ Roll call

Prepared by:
Den Herder Law Office, P.C.
329 Broadway Ave.
Yankton, SD 57078
(605) 665-0494

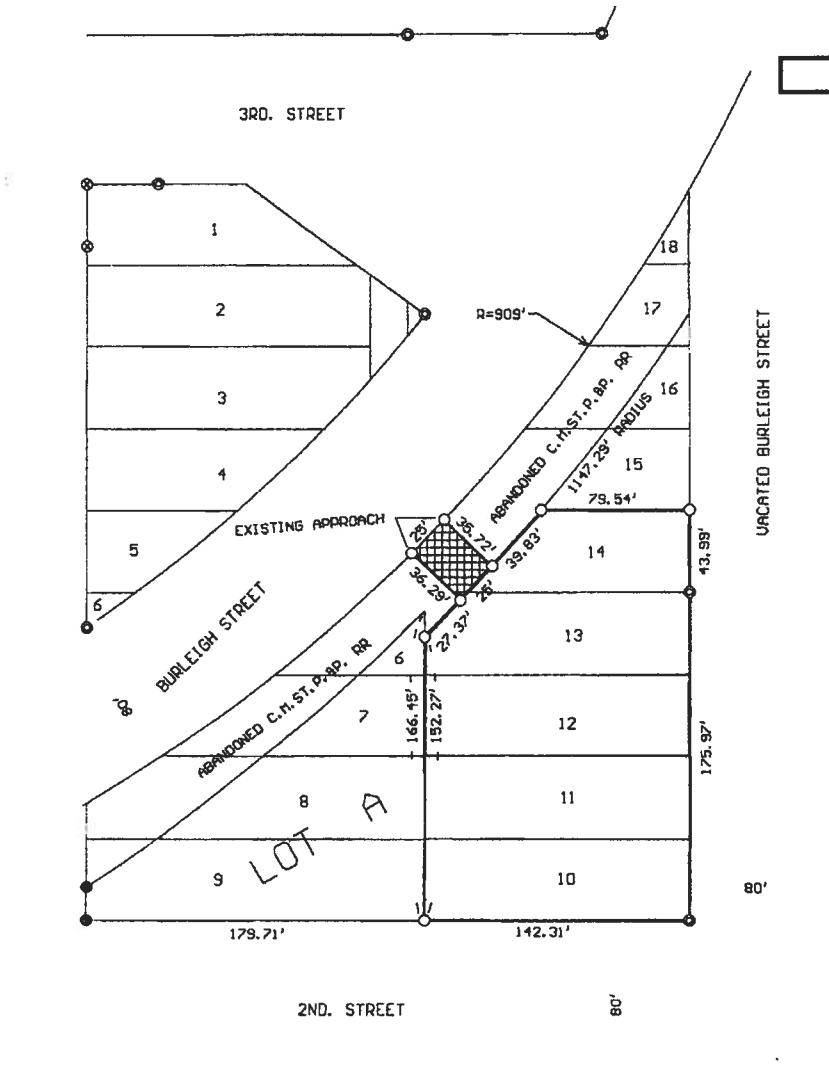
EASEMENT FOR INGRESS AND EGRESS

CITY OF YANKTON, a South Dakota municipal corporation, 416 Walnut, South Dakota 57078, Grantor, for One Dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, transfer, and convey to JAMES F. FLYNN, a single person, Grantee, of 508 West Third Street, Yankton, South Dakota 57078, his successors and assigns, a perpetual easement for ingress and egress over and across a strip of land owned by the Grantor and measuring Twenty-Five Feet (25') wide, further identified as the shaded area in the survey drawing attached hereto as Exhibit A, situated in Yankton County, State of South Dakota, said easement being exclusively for the benefit of certain real property described as follows:

Lots 10, 11, 12, 13 & 14, Block 70, Lower Yankton, City and
County of Yankton, South Dakota.

The easement shall be sufficient to provide full access to Grantee's land and property located thereon from Burleigh Street for persons, vehicles, equipment of Grantee. This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns. Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from their use to the adjacent land of the Grantor, its successors and assigns. Grantee further agrees that any driveway upon the Easement shall be constructed and maintained by Grantee solely at his expense and shall be constructed and maintained only in accordance with all applicable statutes, ordinances, building codes and regulations.

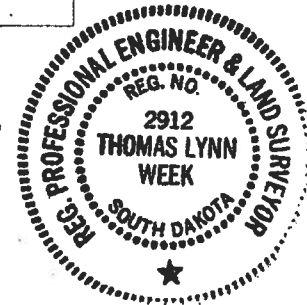
Exhibit A



- FOUND PIPE
- ⊙ FOUND REBAR WITH CAP
- ⊗ FOUND CHISELED X
- SET 5/8" REBAR WITH CAP
STAMPED TOM WEEK PELS 2912
- ▨ ACCESS EASEMENT

BLOCK 70, LOWER YANKTON

SCALE: 1" = 80'



SURVEYOR'S CERTIFICATE

I, THOMAS LYNN WEEK, A REGISTERED LAND SURVEYOR OF YANKTON, SOUTH DAKOTA, PREPARED THE ABOVE DRAWING TO SHOW THE LOCATION OF LOTS 10, 11, 12, 13, AND 14 THAT LIE EAST OF LOT A AND SOUTHEAST OF THE ABANDONED C.M. ST. P. & P. RAILROAD IN BLOCK 70, LOWER YANKTON, CITY AND COUNTY OF YANKTON, SOUTH DAKOTA. I HAVE ALSO SHOWN THE LOCATION OF A 25 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS FROM BURLEIGH STREET TO THE ABOVE DESCRIBED PROPERTY. THIS EASEMENT AREA IS CENTERED ON AN EXISTING APPROACH.

DATED THIS 15TH. DAY OF AUGUST, 2015.

Thomas Lynn Week
 THOMAS LYNN WEEK
 REGISTERED LAND SURVEYOR
 REG. NO. 2912

PREPARED BY: TOM WEEK
 407 REGAL DRIVE
 YANKTON, SD 57078
 665-8333

Memorandum #15-220

To: Amy Nelson, City Manager
From: Kevin Kuhl, PE, Public Works Director
Subject: Approval of TAP Grant Agreement & Engineering Contract for Fox Run Trail System Phase I (project # P TAPU (12) PCN 05C8)
Date: August 20, 2015

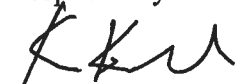
Attached is a draft Agreement between the South Dakota Department of Transportation (SDDOT) and the City to complete the first phase of the Fox Run Trail System that is proposed for the south side of 31st Street from the Walmart site to Adkins Drive.

The draft Agreement follows the City Commissions' authorization to accept Transportation Alternative Program (TAP) funding in the amount identified in the draft. A legal review of the conditions provided in the Agreement has been completed and it is recommended the draft agreement be approved.

The draft Agreement identifies a total estimated cost of \$613,848 of which \$227,448 is the City share; it includes \$531,648 in infrastructure, and an estimated \$35,400 in construction engineering or approximately 6.7% of estimated construction costs, an estimated engineering design fee of \$46,800 or approximately 9% of estimated construction costs. The reason that this agreement is in draft form is because the scope of the work and final fee amount is being developed by the SDDOT who will negotiate the final design fee and contract with the consultant. SDDOT will negotiate a final scope of work and associated fee with Eisenbraun and Associates (E&A). The City of Yankton will then be asked to "sign off" on the final scope of work and design fee.

E&A completed a field survey and preliminary design that was used to secure TAP funding and they are on the SDDOT consultant retainer list. It is recommended that the City Manager be authorized to approve an engineering contact with E&A subject to City staff review and approval of the final scope of services and design fee.

Respectfully submitted,

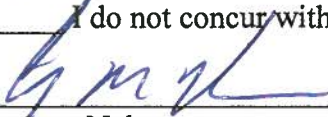


Kevin Kuhl PE
Public Works Director

Recommendation: It is recommended that the City Commission authorize the City Manager to sign the finalized TAP Grant Agreement and the associated engineering contract as explained in Memorandum # 15-220.

I concur with this recommendation

I do not concur with this recommendation



Amy Nelson
City Manager

THIS AGREEMENT is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Yankton, South Dakota, referred to in this Agreement as the "CITY."

BACKGROUND:

1. The STATE has determined that TAP project number P TAPU(12) PCN 05C8 in the city of Yankton, South Dakota, referred to in this Agreement as the "Project," is eligible for funding under the Transportation Alternatives Program (TAP), created by the Moving Ahead for Progress in the 21st Century Act (MAP-21);
2. The CITY has submitted an application to sponsor the Project, which the STATE has accepted. A copy of the application is made part of this Agreement by reference;
3. The Project's cost estimate is as follows: Five Hundred Thirty-one Thousand Six Hundred and Forty-eight (\$531,648) in infrastructure, Forty-six Thousand, Eight Hundred Dollars (\$46,800) for design engineering, and Thirty-five Thousand, Four Hundred Dollars (\$35,400) for construction engineering;
4. Prior to bid letting advertisement and upon receiving the final plans, if the STATE, in its sole discretion, estimates the amount of the infrastructure portion of the Project (the STATE'S estimated amount) will be more than the eligible amount of infrastructure funding set out above in Background paragraph 3, the STATE will not pursue Federal Highway construction authorization for the Project until either: a) the plans are revised to reduce infrastructure costs to a level at or below the eligible amount of infrastructure funding, or, b) the CITY agrees in writing to fund the difference between the STATE'S estimated amount and the eligible amount of infrastructure funding; and,
5. Once the Project has been let and the contract is awarded to the successful low bidder, if the cost of the infrastructure portion of the Project, as bid, exceeds the STATE'S estimated amount, as-bid costs that exceed the STATE'S estimated amount will be eligible for Federal Highway funding. The STATE will pay the as-bid costs and the CITY will pay the STATE for the CITY'S match of the as-bid costs.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

- A. The STATE will provide technical assistance for the Project and review plans and specifications.
- B. The STATE will develop the Scope of Services for the design of the Project and will issue the work order for the consulting firm the CITY selects from the STATE consultant retainer list to design the Project.
- C. The STATE will issue a Notice to Proceed letter for the work order to the consulting firm selected by the CITY from the STATE consultant retainer list following full execution of this Agreement and receipt of federal authorization of the Project for the Scope of Services for the design portion of the Project.
- D. The STATE will use the STATE'S best efforts to obtain Federal Highway Administration authorization of the Project.
- E. The STATE will advertise, let to contract, award, and be the contracting party for the infrastructure items of the Project, as detailed in the attached .
- F. The STATE will obtain the CITY'S concurrence before authorizing any changes to the Project work under the STATE approved Project plans and specifications.
- G. The STATE will provide construction administration for the infrastructure portion of the Project and make all progress payments for the infrastructure portion of the Project directly to contractors, suppliers, and vendors with TAP funds, up to a maximum of Four Hundred Thousand

(\$400,000.00). The STATE will bill the CITY for the 36% match on TAP funds, any costs exceeding Four Hundred Thousand Dollars (\$400,000.00), any non-participating costs, and any costs deemed ineligible.

- A. The CITY will concur with the design of the Project to ensure the design meets the CITY'S needs.
- B. The CITY will arrange for all needed right-of-way and utility adjustments and certify that all right-of-way and utility adjustments or agreements are in place prior to the STATE'S advertisement and the letting of the Project.
- C. The CITY will obtain all the necessary Project related environmental clearances, approvals, and permits and any other federally required clearances, approvals, or permits, including but not limited to Federal Emergency Management Agency (FEMA) flood plan insurance maps and those from the State Historical Preservation Office, Tribal Consultation, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and the Departments of Game, Fish and Parks and Environment and Natural Resources. The CITY will submit documentation to the STATE verifying Project approval has been obtained from the required agencies prior to receiving STATE'S approval of the Project.
- D. The CITY will perform all management, operation, and maintenance of the Project, once these items are completed. The required maintenance will include but not be limited to:
 - ii. Debris and litter removal;
 - iii. Maintenance and replacement of sidewalks, curb ramps, and detectable warnings, in accordance with the Americans with Disabilities Act;
 - iv. Maintenance, repair, and replacement of the Project;
 - v. Snow and ice removal and any necessary hauling of snow that has been removed all in accordance with the CITY'S policy and practices.
 - vi. Sweeping;
 - vii. Mowing where undesirable or noxious vegetation exists; and
 - viii. Any repair or maintenance of the STATE'S right-of-way related to or necessitated by the installation, repair, and maintenance of the Project.
- E. The CITY will make no operational adjustments without prior written approval from the STATE and Federal Highway Administration.
- F. If the CITY defaults under this Agreement, the CITY will reimburse the STATE and the Federal Highway Trust Fund the amount of all funds expended under the Project for the CITY'S infrastructure Project items.
- G. Upon receipt of billings from the STATE for the infrastructure portion of the Project, the CITY will promptly pay the STATE for the CITY'S 36% match on TAP funds, any costs exceeding Four Hundred Thousand (\$400,000.00), any non-participating costs, and any costs deemed ineligible.
- H. The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of any negligent act of the CITY or the CITY'S officers, agents, or employee's failure to reasonably perform any of its obligations set forth in this Agreement. The CITY is not responsible for or to defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.
- I. The CITY will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY will procure all licenses, permits, or other rights necessary for the fulfillment of their obligations under this Agreement. The CITY'S noncompliance with these requirements will be cause for the STATE to withhold participation and reimbursement.
- J. The CITY warrants that the CITY has not employed or retained any company or person, other than a bona fide employee working solely for the CITY, to solicit or secure this Agreement, and that the CITY has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CITY, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach

or violation of this warranty, the STATE will have the right to terminate this Agreement without liability, or, in the CITY'S discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- K. The CITY will be bound by _____, entitled, "Standard Title VI Assurance," attached to and made a part of this Agreement by reference.
- L. The CITY will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments.
- M. All project charges will be subject to audit in accordance with the STATE'S current procedures and U. S. Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.

The CITY will maintain accurate cost accounting systems for all costs incurred under this Agreement and clearly identify activities performed under this Agreement.

Upon reasonable notice, the CITY will allow the STATE, through any authorized representative to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CITY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

If the CITY expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in federal funds during any CITY fiscal year covered, in whole or in part, under this Agreement, then the CITY will be subject to the single agency audit requirements of the US Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. If the CITY expends less than Seven Hundred Fifty Thousand Dollars (\$750,000) during any CITY fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs and adherence to Agreement provisions.

- N. The CITY will report to the STATE any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the CITY, the STATE, or the STATE'S officers, agents, or employees to liability. The CITY will report any such event to the STATE immediately upon discovery.

The CITY'S obligation under this section will only be to report the occurrence of any event to the STATE and to make any other report provided for by their duty or applicable law. The CITY'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the STATE under this section will not excuse or satisfy any obligation of the CITY to report any event to law enforcement or other entities under the requirements of any applicable law.

- O. The CITY may not assign, sublet, or transfer this Agreement or any interest in this Agreement without the STATE'S written permission to do so.
- P. The CITY certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Q. The CITY certifies, to the best of the CITY'S knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the CITY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CITY will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- R. The CITY will be solely responsible for any damages to the Project, including but not limited to damages as a result of traffic accident impact and vandalism.
- S. The CITY will assume all risk of loss or damage to the Project, inclusive of free or unused materials, supplies, and equipment, however caused, resulting directly or indirectly, by reasons of the construction, repair, replacement, maintenance, removal, or use of the Project, and releases the STATE from any and all liability on account of such loss or damage.
- T. The CITY will be responsible for any injury or property damage suffered by any user of the Project traveling through or within the STATE'S right-of-way.
- U. The CITY will limit the use of the Project to use by the general public, and for no other purpose.
- V. If the CITY anticipates performing construction activities, the CITY will be required to furnish the STATE the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:
 - i. Commercial General Liability Insurance:

The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.
 - ii. Business Automobile Liability Insurance:

The CITY will maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
 - iii. Workers' Compensation Insurance:

The CITY will procure and maintain workers' compensation coverage as required by South Dakota law.
- A. Neither the STATE nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the CITY under this Agreement prior to the date of the STATE'S written Notice to Proceed.
- B. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
- C. This Agreement depends upon the continued availability of federally appropriated funds and expenditure authority from Congress for the Transportation Alternative Program. If for any reason Congress fails to appropriate Transportation Alternative Program funds or grant expenditure authority, or Transportation Alternative Program funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
- D. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

- E. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire Agreement with respect to the subject matter.
- F. The STATE may terminate this Agreement with or without cause. If the CITY breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice. If the STATE terminates this Agreement for such a default, the STATE may adjust any payment due to the CITY at the time of termination to cover any additional costs to the STATE due to the CITY'S default. If after the STATE terminates for a default by the CITY it is determined the CITY was not at fault, then the CITY will be paid for eligible services rendered and expenses incurred up to the date of termination.
- G. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- H. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
- I. Any notice or other communication required under this Agreement will be in writing and sent to the STATE at 700 East Broadway, Pierre, SD 57501-2586. Notices will be given by and to Nancy Surprenant, TAP Coordinator, Office of Project Development on behalf of the STATE, and by and to Amy Nelson, City Manager, on behalf of the CITY, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, or, if personally delivered, when received by such party; provided, however, that notice of default or termination will be sent by registered or certified mail.
- J. The STATE may, at any time, revoke this Agreement and notify the CITY that the CITY must remove or permit the removal of the Project from the right-of-way by a date certain. Removal of the Project will consist of removing the sidewalk and back-filling the disturbed area to maintain or restore adequate stability. If revocation of this Agreement is due to a proposed change in the highway, the STATE will give the CITY at least ninety (90) days' written notice of the need to remove the Project. Upon notification from the STATE that the Project must be removed, the CITY will, at the CITY'S sole cost and expense, remove the Project or permit the removal of the Project from the right-of-way no later than the date designated by the STATE. The CITY may request, in writing, for the STATE to remove the Project at the CITY'S sole cost and expense. If the STATE removes the Project, the CITY will pay the STATE for the cost of removal within thirty (30) days of receipt of an invoice. The CITY will not be entitled to any compensation of any kind for removal of the Project from the right-of-way. If the CITY does not remove the Project by the designated deadline, the STATE may remove and dispose of the Project. The parties agree that removal of the Project from the right-of-way may entail removal of those portions of the Project which do not occupy the right-of-way. The CITY will hold the STATE, its employees, officers, agents, and contractors, harmless for any damage to the Project, including any portion of the Project which does not occupy the right-of-way, and for any damage to the CITY'S property.

The effective date of this Agreement will be the date this Agreement is signed by the STATE'S Project Development Engineer. The CITY will complete the work contemplated by this Agreement within three (3) years of this Agreement's effective date.

The CITY has designated its City Manager as the CITY'S authorized representative and has empowered the City Manager with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of this Agreement by the CITY'S authorized representative is attached to this Agreement as .

The CITY and the STATE, by signing this Agreement, evidence authority to enter into this Agreement through formal action of their governing bodies.

City of Yankton, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: City Manager

Its: Project Development Engineer

Date: _____

Date: _____

Attest:

City Auditor/Clerk

(City Seal)

DRAFT

Exhibit A

Design and construct a shared use path along SD50 from the WalMart access to Adkins Dr. and along Adkins Dr. from SD50 to 30th St.

Phase 1

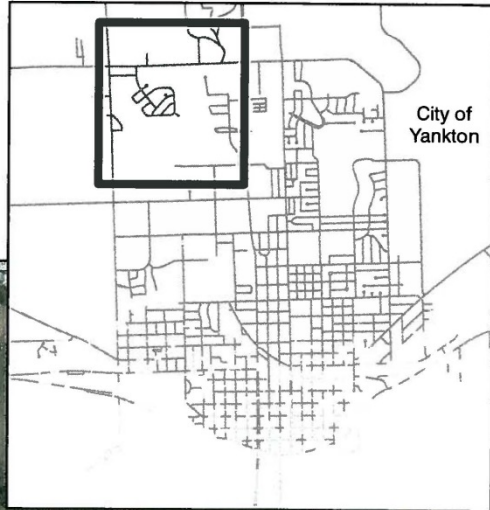
Description	Qty.	Unit	Unit Price	Total Price
Mobilization	1	LS	\$21,100.00	\$21,100.00
Clearing and Grubbing	1	LS	\$1,000.00	\$1,000.00
Unclassified Excavation	1250	CY	\$6.50	\$8,125.00
Unclassified Embankment	9000	CY	\$12.00	\$108,000.00
6" PCC Paving	3300	SY	\$55.00	\$181,500.00
6" PCC Paving (Ineligible Cart Path Replacement)	200	SY	\$55.00	\$11,000.00
4" PCC Sidewalk	220	SY	\$50.00	\$11,000.00
4" Aggregate Base Course	3300	SY	\$7.00	\$23,100.00
4" Aggregate Base Course (ineligible)	200	SY	\$7.00	\$1,400.00
Concrete Removal (ineligible)	200	SY	\$6.00	\$1,200.00
PPC Curb and Gutter	100	LF	\$20.00	\$2,000.00
Remove PCC Curb and Gutter	100	SF	\$10.00	\$1,000.00
Remove Fence	200	LF	\$0.50	\$100.00
36" RC Arch Class 2	228	LF	\$125.00	\$28,500.00
48" RC Arch Class 2	30	LF	\$160.00	\$4,800.00
Remove Pipe End Section for Rest	6	EA	\$150.00	\$900.00
7' x 7' Junction Box	1	EA	\$6,000.00	\$6,000.00
Seeding	4	AC	\$500.00	\$2,000.00
Mulch	8	TN	\$350.00	\$2,800.00
Traffic Control	400	UN	\$2.50	\$1,000.00
Traffic Control Misc.	1	LS	\$1,000.00	\$1,000.00
Low Flow Silt Fence	3400	LF	\$3.50	\$11,900.00
Mucking Silt Fence	850	CY	\$2.00	\$1,700.00
Remove Silt Fence	850	LF	\$0.50	\$425.00
Class A Rip-Rap	75	CY	\$45.00	\$3,375.00
Geotextile Fabric	150	SY	\$3.50	\$525.00
Extruded Aluminum Sign Panel	25	SF	\$30.00	\$750.00
3.0 lb/Ft Flanged Channel Post	75	FT	\$12.00	\$900.00
Type 1 Detectable Warnings	132	SF	\$45.00	\$5,940.00
Estimated Total Construction				\$443,040.00
Ineligible Construction Items				\$13,600.00
Contingency				\$88,608.00
Engineering				\$79,700.00
State Forces PE				\$2,500.00
Estimated Total				\$613,848.00
Total TAP Federal Maximum				\$400,000.00
Total Estimated Local Match				\$227,448.00

Proposed Fox Run Trail System

Legend

Proposed Trails connecting existing sidewalks

- Phase 1
- Phase 2
- Phase 3
- Roads



During the performance of this Agreement, the CITY, for itself, its assignee, and successor in interest (referred to as the “contractor”) agree as follows:

1. Compliance with Regulations: The contractor will comply with the Regulations relative to nondiscrimination in Federally or State assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as it may be amended from time to time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The contractor, with regard to the work performed by the contractor during the Agreement, will not discriminate on the grounds of race, religion, color, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, disability, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and will set forth what efforts were made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor’s noncompliance with the non-discrimination provisions of this Agreement, the Department of Transportation will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the contractor under the Agreement until the contractor complies, and/or,
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State of South Dakota, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.