

CITY OF YANKTON

2015_06_22

COMMISSION MEETING



YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, June 22, 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 June 8, 2015

Attachment I-2

3. City Manager's Report

Attachment I-3

5. Public Appearances

II. CONSENT ITEMS

1. Possible Quorum Event

June 23, 2015, during Pedal to the Parks, no official commission action

2. Possible Quorum Event

June 30, 2015, during Chamber Ag Gala, no official commission action

III. OLD BUSINESS

1. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #15-143 regarding the request for a Special Events (on-sale) Liquor License for July 4, 2015 from Riverfront Events Center, (Melcena Bernard, Manager) Walnut Street between 2nd & 3rd Street, Yankton, S.D

Attachment III-1

2. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #15-144 regarding the Special Events RETAIL (on-sale) Malt Beverage and a Special RETAIL (on-sale) Wine dealers License for 1 day, June 27, 2015, from Mount Marty College, Inc., Mount Marty College Campus, 1105 W. 8th Street, Yankton, S.D

Attachment III-2

3. 2015 Assessment Roll–Public Hearing-Snow Removal & Tree Trimming

Consideration of Memorandum #15-149 and the public hearing regarding Snow Removal & Tree Trimming 2015 Assessment Roll

Attachment III-3

IV. NEW BUSINESS

1. DENR / City of Yankton – Solid Waste Management Program Fund Grant

Consideration of Memorandum #15-129 and Resolution #15-20 recommending approval for the City of Yankton to apply for Solid Waste Management Program Fund Grant for a new scale

Attachment IV-1

2. Permission to Proceed with Phase II of Meridian Bridge Plaza

Consideration of Memorandum #15-146 regarding Permission to Proceed with Phase II of Meridian Bridge Plaza

Attachment IV-2

3. Permission to Waive Penalty Fees Welfl Construction at Meridian Bridge Plaza

Consideration of Memorandum #15-145 regarding Permission to Waive Penalty Fees for Welfl Construction at Meridian Bridge Plaza

Attachment IV-3

4. Surplus Property

Consideration of Memorandum #15-150 in Support of Resolution #15-27 regarding Surplus Property

Attachment IV-4

5. SAC Rental Rate Increase

Consideration of Memorandum #15-151 regarding SAC Rental Rate Increase for Fiscal Year 2017

Attachment IV-5

6. Bid Award – Park Street

Consideration of Memorandum #15-153 regarding Bid Award for the Park Street Pavement Project from 3rd Street to 4th Street

Attachment IV-6

7. Bid Award – 5th Street

Consideration of Memorandum #15-152 regarding Bid Award for the 5th Street Reconstruction from Mulberry Street to Burleigh Street

Attachment IV-7

8. Change Order – Douglas Avenue / Wilson Road

Consideration of Memorandum #15-155 regarding Approval of Change Order No. 2 for the Douglas Avenue and Wilson Road Paving Project

Attachment IV-8

9. Appointment to Railroad Authority

Consideration of Memorandum #15-157 regarding Appointment to Railroad Authority of Joint City/County Member

Attachment IV-9

10. Strategic Planning

Consideration of Memorandum #15-156 regarding Strategic Planning

Attachment IV-10

11. TID #6

Consideration of Memorandum #15-147 in support of Resolution #15-25 the creation of Tax Incremental District Number Six, City of Yankton South Dakota located on:

The East 700 feet of the East Half of the Southeast Quarter (E 700', E 1/2, SE 1/4) except the South 560 feet and the Lot ROW all in, Section 2, Township 93 North, Range 56 West of the 5th P.M., Yankton County, South Dakota containing 31.06 acres more or less. Bob Law, Inc., and Yankton Area Progressive Growth owner / applicant.

Attachment IV-11

12. Planning Commission Recommendation – Westbrook Estates

Memorandum #15-148 in support of Resolution #15-24, a plat of Lots 1–9 of Block 1; Lots 1–7 of Block 2; Lots 1–16 of Block 3; Lots 1–11 of Block 4; Lots 1–4 of Block 5; Lot 1 of Block 6 and Lot 1 of Block 7, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter except the South 560 feet and Less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota. Address west side of the 2400 – 2600 blocks of West City Limits Road. Bob Law, Inc., Yankton Area Progressive Growth owner / applicant.

Attachment IV-12

V. ADJOURN THE MEETING OF JUNE 22, 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
JUNE 8, 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 Balaalid, Ferdig, Gross, Hoffner, Johnson, Knoff, Sommer, and Woerner. City Attorney Den Herder and City Manager Nelson were also present. Absent: None. Quorum present.

Action 15-171

Moved by Commissioner Knoff, seconded by Commissioner Sommer, to approve the Minutes of the regular meeting of May 26, 2015.

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

Action 15-172

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

AT & T-Cell Phone Bill-\$385.29; ACS Government Inf Service-Maint Program Support-\$1,814.52; Alert Magazine LLC-Advertisement-\$195.00; AMG Occupational Medicine-CD;/DOT Drug Tests-\$90.00; Associated Pool Builders Inc-Pool Filter-\$862.58; Associated Supply Co-Pool Chemicals-\$1,760.81; Automated Drive Systems LLC-VFD Blowers-\$17,239.85; Automatic Building Controls-Fire Alarm Monitoring-\$240.00; Avera Sacred Heart Hospital-DOT/CDL Drug Tests-\$25.00; Biesman/Mildred-Cemetery Plots-\$240.00; Bomgaars Inc-Parts-\$321.38; Bureau of Administration-Flags-\$74.98; Cedar Knox Public Power Dist-Electric-City Wells-\$1,021.02; CenturyLink-Phone May-\$1,656.44; Chesterman Company-Soft Drinks-\$1,066.63; City of Vermillion-Jt Power Cash Trans-\$22,703.23; City of Yankton-City Hall Garbage-\$36.50; City of Yankton-Parks Landfill Charges-\$208.20; City of Yankton-Solid Waste Compacted Garbage-\$10,661.40; City of Yankton-Street Rubbish-\$10.00; City Utilities Water-WW Charges-\$13,624.62; Concrete Material-M6 Concrete-\$4,992.78; Conkling Dist-Malt Beverages-\$1,646.45; Cornhusker Intl Truck Inc-Oil Filters-\$177.16; Credit Collection Service Inc-Util Collection Apr 2015-\$138.51; Dakota Beverage Co Inc-Malt Beverage-\$2,103.45; Dakota State Dining Service-Travel Expense-\$76.00; Dakota State University-Lodging-\$125.00; Danko Emergency Equipment-Badges-\$107.53; Den Herder Law Office PC-Travel Expense-\$1,418.03; Dept of Corrections-DOC Work Program-\$363.38; Dept of Environment-Annual Fee-\$5,300.00; Dex Media East-Phone Book-\$30.28; Dezurik Water Controls-Valves-\$4,938.00; Diane's Greenhouse-Annual Plants/Flowers-\$1,661.82; Easy Picker Golf Products Inc-Parts-\$301.53; Ehresmann Engineering Inc-Steel Tubing-\$69.99; Eisenbraun and Associates-Engineering Services-\$27,021.34; Ethanol Products LLC-Carbon Dioxide-\$949.30; Falkenberg Construction-Mowing Services-\$1,010.00; Fedex-Postage-\$11.30; Ferguson Water Works Supply-Water Meters-\$8,654.74; Finance Dept of-Restaurant License Fee-\$15.00; Fire Guard-Test SCBA-\$1,799.16; First National Bank-Clear Water #3-\$106,494.59; First National Bank-Drinking Water SRF-\$61,349.87; First National Bank-Drinking Water #2-\$15,301.27; First National Bank-Drinking Water #3-\$74,282.98; Flannery/Kirt-Officer Stipend-\$25.00; Floor to Ceiling Store-SAC Flooring-\$7,785.59; Freedom Valu Center Inc-Car Washes-\$94.50; Frick/Adam-Travel Reimbursement-\$205.00; Frick/Brian-Officer Stipend-\$85.00; Gary's Repair-Tow Vehicle-\$150.00; Geotek Eng & Testing Serv Inc-Test Soil-\$1,954.50; Gerstner Oil Co-Fuel-\$18,584.61; Gramps-Fuel-\$1,018.61;

Graymont Capital Inc-Bulk Pebble Lime-\$26,732.38; Hansen/Pat-Photos-\$25.00; Hatch Furniture-2nd Half Carpet Install-\$5,165.12; Hawkins Inc-Chemicals-\$2,828.92; HD Supply Waterworks Ltd-Parts-\$1,439.33; Hedahl's-Parts Plus Filters-\$523.31; Hunhoff/Brian-Refund-\$32.90; I-State Truck Center-Repair Kits-\$331.36; In Control Inc-Parts-\$3,967.12; Independence Waste-Rentals-\$191.78; J & H Care & Cleaning Company-Janitorial Service-\$3,245.00; Johnson Electric-Electrical Wiring VFD-\$4,220.53; Kaiser/Rod-Travel Reimbursement-\$180.00; Kistler/William-Returned Item-\$19.99; Language Line Services-Interpretation-\$8.30; Larird/Lisa-Summer Reading Program-\$290.00; Lewis & Clark BHS-JAIBG Flow Thru Grant-\$3,017.06; Livingston Micrographics LLC-Parts-\$297.96; Locators & Supplies Inc-Locators-\$8,232.49; Lodge at Deadwood-Conference Lodging-\$255.00; Marks Machinery-Repairs-\$42.50; May/Johathan-Summer Reading Program-\$400.00; McGrath North Mullin & Kratz-Professional Services-\$174.00; Menards-Supplies-\$33.85; Meridian Grain-Road Salt-\$2,932.18; MidAmerican Energy-Fuel-May-\$1,350.92; MidAmerican Energy-Water/Ww Fuel-\$5,673.45; Midwest Alarm Company Inc-Alarm Monitoring-\$126.00; Midwest Tape-Audio Books-\$691.81; Miller Painting & Decorating-Paint-\$1,839.00; Modern Body Shop Inc-Repairs-\$2,296.00; Moser/Brad-Officer Stipend-\$25.00; Municipal Code Corp-Annual Internet Fee-\$550.00; Nelson/Amy-Reimbursement-Meetings-\$1,193.86; Northern Escrow Inc-WWTP Outfall Pipe-\$117,117.59; Northwestern Energy-Elect-May-\$50,553.77; Observer-Advertisement-\$150.00; Office of Weights & Measures-Meter Test-\$287.00; Olson's Pest Technicians Inc-Pest Control-\$68.00; OPIS-OPIS Reports-\$1,368.00; Overhead Door Co-Repair Door-\$698.50; Pham/Arnold-Refund-\$10.60; Pilger Sand And Gravel Inc-Golf Course Sand-\$718.50; Police Chiefs' Assn-Testing-\$452.50; Press Dakota MStar Solutions-Classified Ads-\$1,616.48; Racom Corporation-Radio Access-\$1,396.86; RDG Planning & Design-Meridian Plaza Design-\$2,333.26; Regional Technical Education-Lease-April-\$1,466.67; Reinhart Foods Inc-Entrees-\$1,484.00; SD Public Assurance Alliance-Insurance-\$405.30; SDNAFVSA-Membership Dues-\$200.00; Sebit/Bakhit-Deposit Refund-\$99.55; Sheehan Mack Sales & Equip Inc-Equipment Rentals-\$3,208.50; Siouxland Scale Service-Scale Repairs-\$2,919.78; South Dakota Amateur Softball-ASA Registration-\$1,080.00; South Dakota Magazine-May/June Ads-\$775.00; T & R Contracting Inc-Construction Svs-\$333,226.28; Terry's Welding Service-Repairs-\$326.40; Todd Inc-Signs-\$609.29; Tri-State Turf-Building Maintenance-\$158.17; Turfwerks-Parts-\$649.45; US Post Office-Util-Utility Postage-May-\$1,600.00; United Parcel Service Inc-Delivery Service-\$106.39; United States Postal Service-Postage Meter-May-\$1,186.00; Vast Broadband-Internet Service-\$2,927.56; Villanueva/Mike-Travel Reimbursement-\$180.00; Wage Works-Flex Serv Fee-May-\$85.00; Walt's Homestyle Foods Inc-Entrees-\$1,465.30; Welfl Construction Corp-Collector Well-\$743,426.42; Wholesale Supply Inc-Soft Drinks-\$1,871.85; Woehl/Toby-Officer Stipend-\$25.00; Woods Fuller Shultz & Smith PC-Professional Services-\$180.00; Xerox Corporation-Copier Lease-\$445.42; Xerox Corporation-Copier Lease-\$2,951.79; Yankton Co-Historical-1/4 Special Approp-\$2,025.00; Yankton County Auditor-YC Capital Improvement-\$15,740.81; Yankton County Director-Aerial Imagery-\$7,960.00; Yankton Fire & Safety Co-Inspections-\$172.00; Yankton Janitor Supply Inc-Cleaning Supplies-\$479.38; Yankton Medical Clinic-Pre-Employ Physical-\$650.00; Yankton Vol Fire Department-April/May Calls & Drills-\$2,700.00; Zep Manufacturing Co-Supplies-\$765.26; Ziegler/William-Officer Stipend-\$50.00; A & B Business Inc-Copier Maintenance-\$511.56; A-Ox Welding Supply-Shop Supplies-\$47.37; Ace Hardware-Flowers-\$3,138.29; Airport Shuttle-Conference-\$38.00; ALGT Travel Recon-Bag Check-\$57.79; All Day Café- Travel Expense-\$43.00; Amazon Mktplace Pmts-Phone-\$214.11; Amazon.Com-Books-\$723.14; American Red Cross-Classes-\$58.00; Animal Health Clinic-Animal Shelter Supplies-\$39.27; Anthem Sprt-Backboard Adapters-\$2,147.44; Itunes.Com/Bill-Software iPad-\$5.29; Appera-Towels-\$308.78; Aramark-Las Vegas Conv Meeting-\$15.40; ARC Services/Training-Lifeguard Classes-\$143.00; AT&T Bill Payment-AT&T Mobility-\$314.32;

AWWA.Org-Registration-\$995.00; Baker-Taylor-Books-\$2,993.63; Blackclover-Caps-\$816.47; Bomgaars-Shop Supplies-\$1,861.85; Buffalo Wild Wings-Travel Expense-\$38.38; Buhl's Cleaners-Uniforms-\$24.00; Bullex Digital Safet Ext Trainer-Power Cord-\$137.78; Campbell Pet Co-Animal Shelter Supplies-\$44.35; Canad Inns Dest Ctr-Travel Expense-\$918.19; Canad Inns-Travel Expense-\$42.47; Caseys Gen Store- Staff Appreciation-\$7.49; Caseys Gen Store-Team Meeting-\$37.07; Caseys Gen Store-Travel Expense-\$36.46; Cattleman's Club-Travel Expense-\$53.25; Cenex Presho-Travel Expense-\$55.21; Center Point-Books-\$126.42; Chapin International-Sprayer Tips-\$23.83; Clarks Rentals-Custom Trail Supplies-\$128.00; Cleveland Golf-Golf Balls-\$3,474.54; CNP Vogue Magazine-Magazine Subscription-\$31.79; Coffee Cup-Travel Expense-\$10.02; Coffee Cup-Travel Expense-\$26.71; Coffee Cup-Travel Expense-\$15.87; Comfort Inn-Travel Lodging-\$61.68; Cox Auto Supply-Coupler-\$121.52; Crescent Electric-Marker Tape/Connectors-\$443.38; D-P Tools Inc-Tire Pressure Monitor-\$329.95; Daktronics Scoreboard-Repair-\$325.00; Davidson Titles Inc-Books-\$2,343.69; Dayhuff Enterprises- Janitorial Supplies-\$898.01; Demco Inc-Office Supplies-\$58.35; Diamond Mowers-Mower Blades-\$266.28; Displays2gocom-Display Case-\$239.61; DolrTree-Summer Reading-\$28.78; Dunhams Sports-Uniforms-\$34.99; DWD Mtn Grand Bar-Travel Expense-\$24.93; DWD Mtn Grand Restaur-Travel Meal-\$22.52; DX Service-Salt-\$2,011.47; Echo Electric Supply-Park Supplies-\$70.37; Ehresmann Engineering-Gator Maintenance-\$153.64; Elance Escrow Corp-Website Graphics-\$300.00; Embroidery & Screen Works-Merchandise-\$224.00; Environmental Express-Lab Supplies-\$80.21; Fastenal Company-Park Supplies-\$943.73; Fejfar Plumbing & Heating-Park Supplies-\$14.00; Ferdig's Transmission-Truck Repair-\$255.66 Fishnet Security-Software-\$455.60; Fox Run Golf Course-Uniforms-\$258.08; Fred Haar Company-Gator Repair-\$661.68; Fuddrucker-Travel Expense-\$10.68; Garner Industries-Indicators-\$443.11; Gilibertos LLC-Travel Expense-\$23.56; Graham Tire Repair-\$30.52; H & K Oil Inc-Balance Tires-\$250.00; Hach Company-Lab Supplies-\$432.03; Hampton Inn-SD Code Enforcement Conf-\$82.00; Hartington Tree LLC-Tree Removal-\$202.00; Hedahls-Intake Manifold-\$785.10; Holiday Inn Resort-Travel Lodging-\$64.95; Huhot Mongolian Grill-Travel Expense-\$50.68; Hy-Vee-Entree-\$786.03; Hyatt Place-Plano Travel Expense-\$534.95; Independence Waste-Porta Potty-\$491.85; Inf City Directories-Book-\$370.00; Int Battery Exchange-Battery-\$55.90; J-Bar Distributing Inc-Animal Shelter Supplies-\$10.66; JJ Benji's Embroidery-Awards-\$260.75; Jack's Uniforms & Equip-Uniform-\$966.27; Janway Company USA Inc-Professional Services-\$184.39; JCL Solutions-Spencer Cleaning Supplies-\$1,910.62; Jimmy John's-Travel Expense-\$25.11; Kaiser Heating and Cooling-Dehumidifier-\$620.00; Kaiser Refrigeration-Mower Maintenance-\$1,148.08; Karls TV and Appliance-Freezer-\$924.00; KMart-Paper Towels-\$196.90; Lewis & Clark Behavior-New Officer Testing-\$630.00; Locators and Supplies-Supplies-\$227.12; Mark's Machinery Inc-Water Pump-\$827.72; MAS Modern Marketing-Promotional Items-\$375.63; McLeods Printing-Print Citations-\$580.16; MDC Wood Magazine-Magazine Subscription-\$31.79; Mead Lumber-Sandblast Material-\$706.38; Med-Vet-Sharps Containers-\$447.00; Menards-Dehumidifier-\$1,835.46; Michaels Stores-Summer Programs-\$360.93; Midwest Alarm Co Inc-Alarm-\$63.00; Msft-Software-\$79.50; Myers Tire Supply-Tire Sealant-\$131.84; NE Life Mag-Magazine Subscription-\$24.00; Newspapers SD MT CO MN-Newspaper Subscription-\$221.76; Nimco Inc-Summer Reading-\$210.10; Northtown Automotive-Hose-\$41.37; National Wildlife Magazine-Subscription-\$19.95; NY Times Natl Sales-Newspaper Subscription-\$447.20; Ogden Publications-Magazine Subscription-\$37.00; O'Reilly Auto-Pads & Rotors-\$444.56; Overdrive Dist-Downloadable Books-\$4,076.34; Ozonia North America-Jacket Seals-\$817.94; Packhorse Liquor-Travel Expense-\$24.16; Paypal WSYA-Siren Amp-\$64.94; PayPal X4golfsoftw-Computer Services-\$150.00; PGA Member Info Srvcs-Membership Dues-\$544.00; Phnom Penh-Travel Expense-\$56.79; Pierre Clubhouse Hotel-Meeting-\$136.54; Playscapes Com-Office Supplies-\$259.33; Postage Refill-Mailstation Postage-\$100.00; Potbelly-Meeting-\$24.88; Prandomhouse-Audio Books-\$225.00; Push

Pedal Pull Corp-Equipment Repair-\$1,100.19; Quill Corporation-Office Supplies-\$238.56; Readers Digest Mag-Magazine Subscription-\$19.98; Red Cross Store-WSI Classes-\$274.85; REI Com-Pool Supplies-\$50.88; Riverside Hydraulics-High Temp Hose-\$90.04; Rod Prevention Magazine-Subscription-\$36.00; Rons Auto Glass Inc-Windows-\$970.00; Royal Sport Shop-Lanyards For Flash Drive-\$37.60; RT Corporation-Lab Supplies-\$126.40; Ruby Tuesday-Travel Expense-\$16.10; Sams Club-Summer Reading-\$174.66; SD Firefighters Assoc-Registration-Fire School-\$60.00; Sears Hometown-Cemetery Supplies-\$219.81; SF Regional Airport-Meeting-\$33.00; Sherwin Williams-Pool Supplies-\$293.69; Sohars RCPW Inc-Rubber Latches-\$80.29; South Dakota State Historical-Microfilm-\$32.00; SprinklerWarehouse-Irrigation Supplies-\$1,803.95; SQ The Collision Center-Truck Repairs-\$3,917.60; Staples Quill-Solution Office Supplies-\$55.45; State Chemic State Che-Weed Killer-\$326.76; Sturdevants-Oil-\$71.04; Superior Tech Products-Chemicals-\$1,489.00; Swimoutlet.Com-Pool Safety Supplies-\$232.51; Syds Eastside Auto Salvage-Rear Strut-\$55.00; Tessman Company-Grounds Supplies-\$1,533.50; The Grand Lux Cafe Recon-Travel Expense-\$46.70; TMA Mower-Repair-\$218.54; Tractor Supply Co-Animal Shelter Supplies-\$99.55; Treasure Island Hotel Recon-Retail Conf/Hotel-\$259.84; TRK Hosting-Internet Access-\$14.95; Truck Trailer Sales-Fuel Conditioner-\$227.00; TYP Media Inc-Publishing-\$549.00; United-Travel Expense-\$25.00; United Laboratories-Tools-\$395.61; UPS-Postage-\$35.28; USA Blue Book Parts-\$576.08; Valley Dairy-Travel Expense-\$13.28; Vanderhule Moving-Shop Supplies-\$17.00; VCN Yanktonrodctr-Filing Fees-\$185.40; Vern Eide Chevrolet-Truck Repair-\$47.50; Viddler Inc-Video Hosting-\$29.42; VWR International Inc-Lab Supplies-\$1,642.82; Vzwrlls-Ipads-\$2,355.38; Wal-Mart-Office Supplies-\$652.60; Wendys-Travel Expense-\$7.04; West Sioux Ceramics-Summer Programs-\$795.36; Western Office Product-Bulletin Boards-\$637.28; Wholesale Supply Co-Shop Supplies-\$47.10; WM Supercenter-Smart Television-\$1,160.30; WMA Rolling Stone Magazine-Subscription-\$34.95; WW Grainger-Office Supplies-\$171.19; WWW.Superbrightleds.Co-Bulbs-\$34.00; Yankton County Observer-Newspaper Subscription-\$30.00; Yankton Nurseries LLC-Trees-\$536.00; Yankton Rexall Drug-Plumbing Supplies-\$95.10; Yankton Winnelson Co-Park Supplies-\$144.90; Yanktonmedia Inc-Office Supplies-\$139.24; Zimco Supply Co-Chemicals-\$3,871.00; ACS Solutions Services-Receipt Printer-\$678.84; AFSCME Council 65-Employee Deduction-\$1,364.99; American Family Life Corp-Cancer & ICU Premiums-\$6,382.18; Assurant Employee Benefits-Vision Ins-June-\$550.20; Berke-Hanson/Sue-Travel-\$50.00; Connections Inc-EAP Insurance-May-\$274.82; Delta Dental-Dental Ins-June-\$7,267.78; Dept of Social Services-Employee Deductions-\$1,965.00; First Natl Bank South Dakota-Employee Deductions-\$3,066.10; ICMA Retirement Trust #457-Employee Deductions-\$3,733.86; Minnesota Life Insurance Co-Life Ins-June-\$685.01; Nelson/Amy-Travel-\$300.00; Northern Escrow Inc-WWTP Outfall Pipe-\$247,067.30; Northtown Automotive-Chevrolet Pickup-\$27,000.00; Retirement SD-SD Retirement-May-\$64,231.27; SDSRP-Employee Deductions-\$3,170.00; Smeal Fire Apparatus Co-Chassis-\$279,742.00; Southeast Properties-TID Reimbursement-\$28,343.79; Summit Activity Center-Employee Deduction-\$805.00; United Way-Employee Deduction-\$70.00; Wellmark Blue Cross-Health Ins-June-\$89,589.90.

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

SALARIES-MAY 2015:

Administration-\$31,927.95; Finance-\$29,876.33; Community Development-\$18,336.61; Police-\$133,156.19; Fire-\$10,821.46; Engineering-\$41,701.32; Street-\$41,822.08; Traffic Control-\$1,674.00; Library-\$28,247.97; Parks/Sac-\$57,046.08; Marne Creek-\$3,705.67; Water-\$36,861.80; Wastewater-

\$33,488.76; Cemetery-\$3,724.64; Solid Waste-\$19,111.26; Landfill-\$14,510.49; Golf Course-\$22,874.88; Central Garage-\$6,619.78.

PERSONNEL CHANGES & NEW HIRES:

New Hires:

Kyle Bergeson-\$8.50 hr.-Rec Division; Haley Eberhart-\$8.50 hr.-Golf Division; Joseph Erickson-\$1539.23 bi-wk.-Police; Drew Eskins-\$10.00 hr.-Street; Rebecca Eskens-\$10.75 hr.-Parks Division; Ryan Everson-\$8.50 hr.-Trails Division; Sam Gusso-\$8.75 hr.-Parks Division; Tessa Hacecky-\$9.25 hr.-Parks Division; Alec Johnson-\$8.50 hr.-Golf Division; Nathan Johnson-\$424.44 mo-Commission; Thomas Kruse-\$10.00 hr.-Transfer Station; Maxwell Morris-\$8.50 hr.-Golf Division; Lee Rose-\$8.50 hr.-Parks Division; Samantha Rus-\$1539.23 bi-wk.-Police; Tyler Stoll-\$9.00 hr.-Cemetery; Logan Wagner-\$8.50 hr.-Golf Division; Samuel Wendte-\$10.00 hr.-Public Works.

Wage Increase:

Ashli Becker-\$8.75 hr.-Rec Division; Avery Brockberg-\$8.75 hr.-Rec Division; Ramzie Cronin-\$9.00 hr.-Rec Division; Julie DeWitt-\$9.25 hr.-Rec Division; Kaitlyn Frank-\$8.75 hr.-Rec Division; Tanner Geary-\$9.50 hr.-Rec Division; Brianna Geigle-\$9.00 hr.-Rec Division; Jenna Grossenburg-\$9.25 hr.-Rec Division; Katie Hauser-\$8.75 hr.-Rec Division; Edwin Highland-\$9.50 hr.-Golf Division; Jordan Houdek-\$8.75 hr.-Rec Division; Matthew Jensen-\$8.75 hr.-Rec Division; Kyler Johnson-\$10.25 hr.-Golf Division; Brianna Kelly-\$8.75 hr.-Rec Division; Joseph Kelly-\$8.75 hr.-Rec Division; Elizabeth Kinsley-\$10.75 hr.-Rec Division; Ethan Klimisch-\$9.00 hr.-Rec Division; Carie LaBrie-\$11.50 hr.-Rec Division; LaVonne Lorenzen-\$11.50 hr.-Rec Division; Hailey Luken-\$9.25 hr.-Rec Division; Kyra Liebig-\$8.75 hr.-Rec Division; Mary Loecker-\$11.50 hr.-Rec Division; Jase Likness-\$8.75 hr.-Rec Division; Andrew Peitz-\$9.25 hr.-Rec Division; Sarah Rockne-\$9.00 hr.-Rec Division; Katie Rodig-\$8.75 hr.-Golf Division; Taylor Rothenberger-\$9.25 hr.-Rec Division; Meghan Schenk-\$8.75 hr.-Rec Division; Alexis Sejnoha-\$9.00 hr.-Rec Division; Jenna Trail-\$8.75 hr.-Rec Division; Lynette Uhing-\$10.25 hr.-Parks Division; Michael Wilcox-\$9.75 hr.-Rec Division.

Longevity:

Brian Carda-\$1627.08 bi-wk.-Solid Waste

Status Change:

Ben Jensen-\$9.25 hr. from Rec. Division to Golf Division; Dylan Moderegger-\$9.00 hr. from Rec. Division to Parks Division.

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

Action 15-173

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

1. CIP Budget Workshop Meeting Dates
Consideration of Memorandum 15-130 regarding setting CIP Budget workshop meeting dates on June 15 & June 16 if necessary.
2. Dance License
Consideration of Memorandum 15-132 regarding Application from Eagle Eye Ride Board for Special Events Dance License for September 3, 2015.
3. Dance License
Consideration of Memorandum 15-134 regarding Application from Riverfront Event Center for Special Events Dance License for July 4, 2015.

4. Establishing public hearing for sale of alcoholic beverages
Establish June 22, 2015, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for July 4, 2015 from Riverfront Events Center, (Melcene Bernard, Manager) Walnut Street between 2nd & 3rd Street, Yankton, South Dakota.
5. Establishing public hearing for sale of alcoholic beverages
Establish June 22, 2015, as the date for the public hearing on the Special Events RETAIL (on-sale) Malt Beverage and a Special RETAIL (on-sale) Wine Dealers License for one day, June 27, 2015, from Mount Marty College, Inc., Mount Marty College Campus, 1105 W. 8th Street, Yankton, South Dakota.
6. Transient Merchant License
Consideration of Memorandum 15-136 regarding Application from Riverfront Event Center for Transient Merchant License for July 4, 2015.

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

Action 15-174

This was the time and place for the public hearing on the applications for renewal of Malt Beverage Licenses for the 2015-16 licensing period. (Memorandum 15-125) No one was present to speak for or against approval of the license application. Moved by Commissioner Blaalid, seconded by Commissioner Gross, to approve the following license renewals for the 2015-2016 licensing period:
RETAIL (ON-OFF SALE) MALT BEVERAGE:

Hanten, Inc. dba Ben’s Brewing Company, 222 West 3rd St.; Charlies Pizza House, Inc., dba Charlie’s Pizza House, 804 Summit St.; Cheers Bar & Grill, LLC, dba Cheers Bar & Grill, 1208 Broadway; Chuck Stop, LLC, dba Chuck Stop, 800 Summit Street; City of Yankton, dba Fox Run Golf Course, 600 West 27th St.; Cork 'N Bottle, Inc., dba Cork 'N Bottle, 1500 Broadway; CCC II, Inc., dba Custom Computer II, 2217 Broadway, Suite B; Czechers, Inc., dba Czechers, Inc., 407 Walnut; Diggers Inc., dba Diggers Casino, 2020 Elm St. #7; El Tapatio Family Mexican Restaurant, Inc., dba El Tapatio Family Mexican Restaurant, 2502 Fox Run Parkway; Fryn’ Pan of Yankton, Inc., dba Fryn’ Pan Family Restaurant, 502 West 21st St.; Freedom Valu Center, Inc., dba Goldmine, 301 Broadway; J & J Convenience, LLC, dba Gramps, 700 East 4th St.; GNA Ventures, Inc., dba Happy Hourz, 311 Douglas; SYMS, LLC, dba Holiday Inn Express, PO Box 113; SMM DESAI, LLC, dba JR’s Oasis, 2400 East Hwy 50; King Buffet Mongolian Grill, Inc., dba King Buffet, 3013 N. Broadway, Suite 5; San Jose, Inc., dba Mexico Viejo, 1809 Broadway; WR Capital I, LLC, dba Minerva’s Grill & Bar, 1607 E. Hwy 50, Suite A; Annis Properties, Inc., dba Patriot Express, 2217 Broadway; TST, Inc., dba Phinney’s Pub & Casino, Yankton Mall; NPC International, Inc., dba Pizza Hut #2791, 2003 Broadway; Pump-N-Stuff Yankton, Inc., dba Pump-N-Stuff, 215 West 2nd St.; Pure Ice Partners, LLC, dba Pure Ice Company, 101 Capital St.; TST, Inc., dba River City Harbor, Yankton Mall; Bernard Properties, LLC dba Riverfront Events Center & Emporium, 121-113 W. 3rd; Bernard Properties, LLC dba The Brewery, 200-204 Walnut; Zaccon, Inc., dba Roadrunner Convenience Mart, 300 West 23rd St.; Drotzmann & Portillo, LLC, dba Rounding 3rd Bar & Casino, 304 West 3rd St.; Kathy J. Shelburg, dba Shelburg’s Concessions, Sertoma Park; Morgen, LLC, dba South Point, 1101 Broadway, Suite 109; Morgen, LLC, dba South Point, 1101 Broadway, Suite 107A; Morgen, LLC, dba South Point, 1101 Broadway, Suite 107B; Flusswerks, LLC, dba The Landing, 104 Capital St.; Tward, LLC, dba Tucker’s Tavern, 2901 Broadway, Suite C; Tokyo Japanese Cuisine of Yankton, Inc., dba Tokyo Japanese Cuisine of Yankton, Inc., 2007 Broadway, Suite J; Gerstner Oil Company, Inc., dba Triple Time Rudy’s, 1606 Broadway; Dave Tunge, dba Mule Train, 901 Broadway, Suite A; Dave Tunge, dba

Kankota's, 901 Broadway, Suite C; Dave Tunge, dba Sportsman's, 901 Broadway, Suite B; Upper Deck, Inc., dba Upper Deck, 311-315 Broadway; Walnut Tavern, Inc., dba Walnut Tavern, 100 West 3rd St.; Yankton Morning Optimist, Inc., dba Yankton Morning Optimist, Riverside Park; Yesterday's Inc., dba Yesterday's Café, 2216 Broadway; Dayhuff Enterprises, Inc., dba Zebra Club & Cockatoo II & Safari Club, 106-112 East 3rd St.; 5 O'Clock Somewhere LLC, dba 5 O'Clock Somewhere, 2007 Broadway, Suite M; 5 O'Clock Somewhere LLC, dba 5 O'Clock Somewhere, Parrots Cove, 2007 Broadway, Suite M-A.

RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE:

East Eight, LLC, dba EconoLodge, 611 West 23rd St.; Annis Properties, Inc., dba Prairie Pumper, 909 Broadway; Annis Properties, Inc., dba Patriot Express 02, 100 East 4th Street; KA-CHING KA-CHING, Inc., dba KA-CHING KA-CHING, 807 Bill Baggs Road.

PACKAGE (OFF-SALE) MALT BEVERAGE:

Freedom Valu Centers, Inc., dba Freedom Valu Center, 301 Broadway; Hy-vee Inc., dba Hy-vee Gas, 2110 Broadway; Wal-Mart Stores, Inc. dba Wal-Mart SuperCenter #1483, 3001 Broadway; Walgreen Co., dba Walgreens #09806, 2020 Broadway.

PACKAGE (OFF-SALE) MALT BEVERAGE & SD FARM WINE:

Boomers, Inc., dba Boomers Lounge, 100 East 3rd St.; Casey's General Stores, Inc., dba Casey's General Store, 1000 Broadway; Casey's General Stores, Inc., dba Casey's General Store, 801 Burleigh; Casey's General Stores, Inc., dba Casey's General Store, 515 West 4th St.; JoDeans Corp. dba JoDeans, 2809 Broadway.

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

Motion adopted.

Action 15-175

This was the time and place for the public hearing on the application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, July 18, 2015, from Yankton Area Arts, (Julie Amsberry, Executive Director) Meridian Bridge, rain date set for Avera Scared Heart Pavilion Center, Avera Campus, changed to City Hall Auditorium, 416 Walnut, Yankton, South Dakota. (Memorandum 15-126) No one was present to speak for or against approval of the license application. Moved by Commissioner Blaaid, seconded by Commissioner Johnson, to approve the license application.

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

Motion adopted.

Action 15-176

This was a time and place for the public hearing for the application for a Special Events (on-sale) Liquor License for August 1, 2015, from Dayhuff Enterprises, Inc., (Jeff Dayhuff, President) dba Dayhuff Enterprises, The block of 3rd Street between Douglas & Capital Street, Yankton, South Dakota. (Memorandum 15-127) No one was present to speak for or against approval of the license. Moved by Commissioner Sommer, seconded by Commissioner Gross, to approve the license application.

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

Motion adopted.

Action 15-177

This was the time and place for the public hearing to discuss a petitioned rezoning from R-1 Single

Family to I-1 Industrial on the North 82.5' except the East 33' and except the West 30' of Outlot 131, Auditor's Outlots, City and County of Yankton, South Dakota. Address, 706 W. 15th Street. (Memorandum 15-137) Mayor Carda opened the public hearing to take comments on the rezoning petition. Community Development Director Mingo explained the property rezoning ownership issue and that public comment would be taken but no action taken on the petition. Citizen Lonnie Huber was present and stated he has a Contract for Deed for the above described property. City Attorney Den Herder explained that legal title transfer has not occurred, therefore no City action may be taken at this time.

Action 15-178

This was the time and place for the public hearing on Resolution 15-11. (Memorandum 15-142) Citizen Mark Gizewski was present and expressed concern about the amount of assessment and the term length for the assessment. Moved by Commissioner Knoff, seconded by Commissioner Sommer, to adopt Resolution 15-11.

RESOLUTION 15-11 A RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING STREET AND UTILITY IMPROVEMENTS FOR 15TH STREET FROM WEST CITY LIMITS ROAD TO DAKOTA STREET

BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota:

SECTION 1. That it is deemed and declared necessary to construct improvements in accordance with plans and specifications therefore, prepared under the direction of the Department of Public Works on 15th Street from WCLR Street to Dakota Street, in the City of Yankton, South Dakota, abutting upon the following described property to be assessed therefore:

NW4, SW4, of Section 12-93-56, Excluding Lots 1-10, Block 1 & Excluding Lots 1-8 of Block 2 & Excluding Lots 4-9 of Block 3 & Excluding Lots 1-12 of Block 4 & Excluding Lots 1-20 of Block 5 & Excluding Lots 1-6 of Block 6 & Excluding Lots 1A-12 of Block 7 & Excluding Outlot 2; and Excluding the East 173.9' of the South 225'; and a Parcel in the SW4, of the SW4, Excluding Lots 1-7 of Block 1, Lots 1-5 of Block 2 and Lot 1 of Block 3, in the Dakota West Estates Addition (Parcels);

SECTION 2. That the nature of said improvements is to construct a concrete pavement surface with curb and gutter, along with items such as aggregate base course installation, unclassified excavation/earthwork and grading, water, sanitary sewer and storm sewer installation, seeding and all other incidentals in the above named location.

This project does not include improvements outside of the street right-of-way.

SECTION 3. That the cost and expense of the above listed improvements, as outlined in the attached special assessment role, shall be levied by special assessment upon the above described properties in accordance with Chapter 9-43 of the South Dakota Codified Laws. Said improvements shall be assessed upon the above described properties abutting thereon according to the benefits derived in accordance with Chapter 9-45 of the South Dakota Codified Laws.

SECTION 4. Said assessment may be paid in ten (10) equal annual installments. Any such assessment or any installment thereof unless paid within thirty (30) days after the filing of the Assessment Roll in the Office of the City Finance Officer shall be collected under Plan Two, with interest in accordance with the procedure provided in SDCL 9-43-42 through 9-43-53, as amended. In all cases where interest on such assessment or the installment thereof is to be charged and collected in accordance with the law, the rate to be charged shall be as established by the Board of City Commissioners.

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

Action 15-179

Moved by Commissioner Johnson, seconded by Commissioner Blaalid, to approve the Mayors appointments to the following City Advisory Boards and Committees: (Memorandum 15-128)

Planning Commission-3 Year Term: Steve Pier, Jon Economy, Lynn Peterson

Library Board-3 Year Term: David Koerner, Amy Nelson (not the City Manager)

Park Advisory Board-3 Year Term: Lola Harnes, Darcie Briggs

Fox Run Golf Advisory Board-3 Year Term: Steve Sager, Annette Kohoutek

Airport Advisory Board-3 Year Term: Jim Cox

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

Action 15-180

Moved by Commissioner Blaalid, seconded by Commissioner Sommer, to adopt Resolution 15-22. (Memorandum 15-131)

RESOLUTION 15-22

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, Eagle Eye Ride Board Event has made a request to enact this no parking zone for their Eagle Eye Ride to be held on September 5-6, 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 at the described location in the manner shown on the attachments to this resolution for September 5, 2015 starting at noon – September 6, 2015 at noon, on 3rd Street to the empty lot on Douglas Avenue north of beer garden of Happy Hourz.

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

Action 15-181

This was the time and place to award the bids for the 2015-16 Annual Supply of Petroleum & Transport Tankwagon Petroleum Products. The following bids were received and opened on May 28, 2015: (Memorandum 15-133)

Mike Gullickson, Yankton, South Dakota:

Gasoline, Lead Free (Transport)-\$0.0188/gal; Diesel Fuel, Dyed, No. 1 (Transport)-\$0.0488/gal; Diesel Fuel, Dyed, No. 2 (Transport)-\$0.0338/gal; Diesel Fuel, Dyed, No 1 & No. 2-50/50 Mix (Transport)-\$0.0413/gal; Diesel Fuel, Clear or Hwy, No. 1 (Transport)-\$0.0488/gal.; Diesel Fuel, Clear or Hwy, No. 2 (Transport)-\$0.0338/gal; Diesel Fuel, Clear or Hwy, No. 1 & 2-50/50 mix (Transport)-\$0.0413/gal.

Gerstner Oil, Yankton, South Dakota:

Gasoline, Lead Free (Transport)-\$0.0089/gal; Gasoline, Lead Free (Tank Wagon)-\$0.1189/gal; Diesel Fuel, Dyed, No. 1 (Transport)-\$0.0089/gal; Diesel Fuel, Dyed, No. 1 (Tank Wagon)-\$0.1189/gal; Diesel Fuel, Dyed, No. 2 (Transport)-\$0.0089/gal; Diesel Fuel, Dyed, No. 2 (Tank Wagon)-\$0.1189/gal; Diesel Fuel, Dyed, No. 1 & 2-50/50 Mix (Transport)-\$0.0089/gal; Diesel Fuel, Dyed, No. 1 & 2-50/50 Mix (Tank Wagon)-\$0.1189/gal; Diesel Fuel, Clear or Hwy, No. 1 (Transport)-\$0.0089/gal; Diesel Fuel, Clear or Hwy, No. 2 (Transport)-\$0.0089/gal; Diesel Fuel, Clear or Hwy, No. 1 & 2-50/50 Mix (Transport)-\$0.0089/gal.

Petroleum Traders Corporation, Fort Wayne, Indiana:

Gasoline, Lead Free (Transport)-\$0.0436/gal; Diesel Fuel, Dyed, No. 1 (Transport)-\$0.0122/gal; Diesel Fuel, Dyed, No. 2 (Transport)-\$0.0122/gal; Diesel Fuel, Dyed, No. 1 & 2-50/50 Mix (Transport)-\$0.0122/gal; Diesel Fuel, Clear or Hwy, No. 1 (Transport)-\$0.0027/gal; Diesel Fuel, Clear or Hwy, No. 2 (Transport)-\$0.0027/gal; Diesel Fuel, Clear or Hwy, No. 1 & 2-50/50 Mix (Transport)-\$0.0027/gal.

Stern Oil Company, Freeman, South Dakota:

Gasoline, Lead Free (Transport)-\$0.00080/gal; Gasoline, Lead Free (Tank Wagon)-\$0.0810/gal; Diesel Fuel, Dyed, No. 1 (Transport)-\$0.0215/gal; Diesel Fuel, Dyed, No. 1 (Tank Wagon)-\$0.1060/gal; Diesel Fuel, Dyed, No. 2 (Transport)-\$0.00080/gal; Diesel Fuel, Dyed, No. 2 (Tank Wagon)-\$0.0810/gal; Diesel Fuel, Dyed, No. 1 & 2-50/50 Mix (Transport)-\$0.0215; Diesel Fuel, Dyed, No. 1 & 2-50/50 Mix (Tank Wagon)-\$0.1410/gal; Diesel Fuel, Clear or Hwy, No. 1 (Transport)-\$0.0215/gal.; Diesel Fuel, Clear or Hwy, No. 2 (Transport)-\$0.0080/gal; Diesel Fuel, Clear or Hwy, No. 1 & 2-50/50 Mix (Transport)-\$0.0215/gal.

The bids received represent the suppliers handling costs (profit margin), which are added to the OPIS (Oil Price Information Service) daily published price on the date the product is ordered.

Moved by Commissioner Knoff, seconded by Commissioner Blaalid, to award the bids to the low bidders as follows:

Gerstner Oil, Yankton, South Dakota: Diesel Fuel, Dyed, No. 1 (Transport)-\$0.0089 gal; Diesel Fuel, Dyed, No 1 & 2-50/50 Mix (Transport)-\$0.0089 gal; Diesel Fuel, Dyed, No. 1 & 2-50/50 Mix (Tankwagon)-\$0.1189 gal; Motor Oil SAE 15W-40-EO-L (Drum)-\$7.88 gal.; SAE 5W-40 Synthetic

(Drum)-\$13.50 gal; SAE 5W-30 Synthetic (Drum)-\$8.75 gal; SAE 5W-20 Synthetic (Drum)-\$8.75 gal; Hydraulic Oil (55 gal. Drum)-\$5.75 gal.

Petroleum Traders Corporation, Fort Wayne, Indiana: Diesel Fuel, Clear or Hwy, No. 1 (Transport)-\$0.0027 gal; Diesel Fuel, Clear or Hwy, No. 2 (Transport)-\$0.0027 gal; Diesel Fuel, Clear or Hwy, No. 1 & No. 2 50/50 Mix (Transport)-\$0.0027 gal.

Stern Oil Company, Freeman, South Dakota: Gasoline, Lead Free (Transport)-\$0.0008 gal; Gasoline, Lead Free (Tankwagon)-\$0.0810 gal; Diesel Fuel, Dyed, No. 1 (Tankwagon)-\$0.1060 gal; Diesel Fuel, Dyed, No 2 (Transport)-\$0.0008 gal; Diesel Fuel, Dyed, No. 2 (Tankwagon)-\$0.0810 gal.

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

Action 15-182

Moved by Commissioner Gross, seconded by Commissioner Woerner, to adopt Resolution 15-23. (Memorandum 15-135)

RESOLUTION 15-23

**NORTH SIDE OF 30TH STREET, FROM WEST CITY LIMITS ROAD TO ADKINS DRIVE
AND ON ADKINS DRIVE FROM 30TH STREET TO 31ST STREET**

WHEREAS, 30th Street and Adkins Drive are the only two access points into Fox Run development, and

WHEREAS, there is sufficient off-street parking spaces for existing facilities, and

WHEREAS, there is concern that allowing on-street parking could create congestion and/or site distance issues, and

WHEREAS, no businesses or homes will be adversely affected by the elimination of the on-street parking described below, 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 north side of 30th Street from West City Limits Road to Adkins Drive and on Adkins Drive from 30th Street to 31st Street.

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

Action 15-183

City Commissioners discussed the possibility of recording Executive Sessions for possible release later in time. No consensus to change was reached at this time. City Attorney Den Herder will look into legal constraints and alternatives. (Memorandum 15-141)

Action 15-184

Moved by Commissioner Blaalid, seconded by Commissioner Hoffner, to adjourn into Zoning Board of Adjustment at 8:28 p.m.

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 15-185

Moved by Commissioner Blaalid, seconded by Commissioner Knoff, to adjourn at 8:31 p.m.

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

Motion adopted.

David Carda
Mayor

ATTEST:

Al Viereck
Finance Officer

Published June 17, 2015



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 50, NUMBER 12

Commission Information Memorandum

The Yankton City Commission meeting on Monday, June 22, 2015, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Human Resources

We have started advertising for the Communication Dispatcher hiring list. Closing date for applications is June 30. Six applications for the part-time Library Circulation Assistant were received and are being reviewed by the Library Director for interview selection.

HR Coordinator Sue Berke-Hanson attended the 2015 SD Governmental Human Resource School on June 9-10 in Pierre. After the general business meeting, Attorney Steve Bogue discussed hot topics in HR and Jody Swanson from the Division of Consumer Protection did a presentation on identify theft and local scams.

2) Fire Department

Three Yankton firefighters attended South Dakota State Fire School held on June 18-20 in Pierre. This annual fire school offers many educational classes for fire service personnel. Attending this year were Chief Kurtenbach, John Kraft and Daniel Prendable. Deputy Chief Nickles also attended on Thursday to officiate the evolutions contest.

The new storm siren located at the transfer station on 23rd Street is now operational. This siren will cover the industrial/commercial area around the transfer station and the first phase of Westbrook Estates.

The Fire Department participated in the Opening Ceremonies for the World Youth Archery Tournament. Fire Department staff coordinated with volunteers from the community to present the flags of the nations. We were assisted by members of the Fire Department Auxiliary, Yankton County Search and Rescue, and the Lesterville Fire Department.

Chief Kurtenbach attended the Missouri Valley Fire Chiefs' Conference in Sioux Falls. This is the regional Fire Chiefs' conference for the International Association of Fire Chiefs. Sessions were held on improving negotiation skills and firefighter suicide prevention, recognition and intervention.

3) Public Services Department Update

Arrangements are being finalized to mill asphalt streets that will receive an overlay by the City Street Department. These streets include:

11th Street – Hwy 314 to west gravel (next to Majestic Bluffs)

11th Street – Summit St. to West City Limits Road

Lakeview Drive – Regal Dr. to 29th St.
Green Street – 11th St. to 15th St.

If time and conditions allow: the following streets will also be milled and over laid:

16th Street – West St. to Dakota St.
Dakota Street – 16th St. to 19th St.

Enclosed with this packet is a list of asphalt streets scheduled to receive a seal coat, often referred to as “chip seal” this year. We anticipate that the work will be accomplished in July.

4) Finance Department Update

The annual SD Governmental Finance Officers’ School was held in Pierre June 10-12, 2015. During the Thursday evening banquet, Al Viereck was named South Dakota Finance Officer of the Year. This is a great honor for Al, the City of Yankton, and the Finance Office.

Conference topics included Legislative Updates, Public Library Survey, Accounting, Elections, IRS-Payroll Reporting, City Policies, Utility Billing Panel discussion, Liquor Law Updates, Legislative Audit presentations, and Excise Tax and Sales Tax.

Please see the enclosed Monthly Finance Report for May.

5) Community Development Update

Heading into the summer, the Community Development Department has a number of building projects in review and permitting stages. Projects being reviewed include: a new carwash at 2200 Broadway, 2 hangars at the Chan Gurney Municipal Airport, a renovation/addition to Lewis & Clark Ford, and an addition to the Truxedo manufacturing plant. Other projects where construction continues include: The Avera Sister James Care Center addition, the Yankton Heights 30 unit apartment complex, the Meridian Bridge Plaza Project, the Avera Sacred Heart Hospital 4th & 5th floor renovations, the Wilson Trailer manufacturing addition and the Scooters Coffee Kiosk on Broadway Avenue. In addition to these commercial projects, permits for 8 single family homes have been issued. Along with building code compliance plan reviews for these projects, Staff conducts plumbing inspections, foundation inspections, framing inspections and inspects fire walls for building code compliance. Staff also conducts a final inspection prior to permitting occupancy.

6) Information Services

Staff has been assisting City Manager Nelson with Capital Improvement Plan updates and preparation of the 2016 operating budget. A proposal has been received to employ a radio consultant to assist in evaluating options for necessary radio equipment replacement for police and dispatch. The proposal will be on an upcoming City Commission agenda for action.

The web design committee has accepted the City’s new logo and letterhead design and will soon be approving a new layout for business cards. Website landing page design is nearing completion but has not yet been accepted. The consultant is approximately 9 weeks behind the timetable included in the contract documents. They are hopeful that they will be able to make up the time during the migration of content from the old site. We are now expecting the site to be live this fall.

7) Library Update

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

8) Water Department

Outfall pipe project is substantially completed. The contractor will be working on punch list items to complete the project.

A pre-construction meeting was held for the raw water main project. Staff will be meeting with the contractor to finalize the project schedule. Staff will be working with the Parks Department to notify the public of street closures and disruptions during the project. Boring of Marne Creek has started. The treated water distribution loop construction will begin after July 4 and must be completed by August 18. This will include a portion of water main along the west side of the softball field. The construction of the raw water main in the roadways and Riverside Park cannot begin until August 24, 2015 and must be completed by November 6.

9) Police Department Update

Yankton Police have finished the Youth Archery Tournament with just a few additional calls for service related to the event. We expended 318 man hours during this time, which includes Ribfest which was held on June 6. Buses drove 8,200 miles during the event. We held After Action Plans with our first responder partners and are trying to meet with the NFAA staff too.

Recruits Rus and Erickson are in their 1st phase of FTO and are being mentored by Officer Javier Murguia and Officer Rob Buechler respectively. Additionally, we have opened up the application process for an additional dispatcher and will create an eligibility list from this process.

10) Parks and Recreation Department Update

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

11) Monthly Minutes

Joint Powers Solid Waste monthly report is 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

	A	B	C
1	Proposed Seal List 2015		
2	As of 6/12/2015		
3	Street Name	From	To
4	Cedar Terrace	23rd	25th
5	Walnut	21st	22nd
6	22nd Street	Cedar	Douglas
7	Pine	2nd	3rd
8	Pine	3rd	4th
9	2nd Street	Linn	Broadway
10	5th Street	Linn	Broadway
11	7th Street	Alley	Maple
12	7th Street	Locust	Broadway
13	9th Street	Alley	Broadway
14	11th Street	Railroad Crossing	Broadway
15	11th Street	Burleigh	Whiting Drive
16	Pennsylvania	Whiting Drive	11th
17	Memory Lane	Cul-De-Sac	
18	13th Street	Mulberry	Burleigh
19	17th Street	Broadway	Douglas
20	Valley Road	Burleigh	21st
21	Ross	19th	Valley Road
22	Roberts	19th	Karen Drive
23	Bradley	19th	Karen Drive
24	Karen Drive	Valley Road	Peninah
25	27th Street	Broadway	Cemetary
26	27th Street	West City Limits Road	Golf View
27	Golf View	West City Limits Road	27th
28	30th Street	West City Limits Road	Adkins
29	Alley	4th to 7th	Spruce & Maple
30	Alley	4th to 6th	Maple & Green
31	Alley	5th to 7th	Broadway & Cedar

FINANCE MONTHLY REPORT

Activity	MAY 2015	MAY 2014	MAY 2015 YTD	MAY 2014 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	56,345	48,238	231,152	221,248
Water Billed	\$423,942.38	\$362,724.43	\$1,818,606.05	\$1,685,820.99
Basic Water Fee/Rate per 1000 gal.	\$15.45/\$5.08	\$15.00/\$4.93		
Number of Accounts Billed	5,267	5,229	25,744	25,686
Number of Bills Mailed	5,267	5,229	25,744	25,686
Total Meters Read	5,580	5,534	27,837	27,648
Meter Changes/pulled	5	37	17	363
Total Days Meter Reading	1	1.5	5	8
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	2
Sewer				
Sewer Billed	\$268,066.96	\$237,381.41	\$1,305,967.83	\$1,216,434.27
Basic Sewer Fee/Rate per 1000 gal.	\$8.37/\$5.06	\$7.97/\$4.82		
Solid Waste				
Solid Waste Billed	\$77,426.62	\$74,886.28	\$385,215.43	\$372,575.58
Basic Solid Waste Fee	\$16.63	\$16.15		
Total Utility Billing:	\$769,435.96	\$674,992.12	\$3,509,789.31	\$3,274,830.84
Adjustment Total:	(\$82.01)	(\$125.00)	(\$1,793.15)	(\$450.78)
Misread Adjustments	\$0.00	\$0.00	\$0.00	(\$24.65)
Other Adjustments	\$67.99	(\$25.00)	(\$813.15)	(\$26.13)
Penalty Adjustments OFF	(\$190.00)	(\$100.00)	(\$1,090.00)	(\$470.00)
Penalty Adjustments ON	\$40.00	\$0.00	\$110.00	\$70.00
New Accounts/Connects	175	154	351	328
Accounts Finaled/Disconnects	55	68	231	247
New Accounts Set up	3	3	18	7
Delinquent Notices	381	381	1915	1957
Doorknockers	123	159	665	719
Delinquent Call List	50	82	433	334
Notice of Termination Letters	7	16	69	72
Shut-off for Non-payment	0	2	21	17
Delinquent Notice Penalties	\$3,810.00	\$3,810.00	\$19,150.00	\$19,570.00
Doorknocker Penalties	\$1,230.00	\$1,590.00	\$6,650.00	\$7,190.00
Other Office Functions:				
Interest Income	\$7,708.98	\$4,557.12	\$31,307.07	\$22,140.87
Interest Rate-Checking Account	0.43%	0.27%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	168	193		
Payments Issued to Vendors	\$ 2,856,482.86	\$ 956,498.91	\$7,916,750.54	\$5,777,679.23
# of Employees on Payroll	230	215		
Monthly Payroll	\$ 380,139.59	\$ 350,768.67	\$2,103,130.15	\$1,955,545.56

Yankton Community Library

Summer Reading for Children/Teens:

Our registrations for both children and teens is good again this year, with our teens breaking a record as we are over 100. They are a hard crowd to tap so we feel very good about this.

A magician performed for children of all ages and did a workshop for older children last week. This week, along with a lot of other activities, the preschool and elementary children are making super hero capes for themselves. The LEGO Club and Robotics is also very popular.

Summer Reading for Adults:

Adult participants are at 60 now. Remaining June events include:

- June 23, 6 p.m.: Fairy garden craft night (already full)
- June 30, 6:30 p.m.: YHS art instructor Mallory Schmidt presenting on book sculptures.

Tickets for the third annual cemetery walk are on sale. The tour is Tuesday, July 7, beginning at 6 p.m. with a tour leaving the cemetery gates every fifteen minutes through 7:45 p.m.

Seed Library:

I am in the process of organizing interested entities to be a part of a seed library that will be housed in our library. We had our first meeting earlier this month and everyone at the table enthusiastically endorsed the idea. We discussed how tasks could be divided up now to get the library started and who would be responsible for some of the future tasks. The proposed launch date of the library is January/February of 2016, so we have the winter to plan once we have seeds that have been harvested from this summer's vegetable and flower crops. Our next meeting is June 25.

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

1st -half of June information:

Fitness Classes-	
Early Bird Boot Camp class	36 participants
Power Abs	39 participants
Prime Time Senior class	33 participants
Tabata class	31 participants
Tiny Tots Play Club	Closed for the season
Tot Time Child Center	Closed for the season
Water aerobics	200 participants
Work-Out Express class	104 participants
Yoga classes	87 participants
Zumba class	37 participants

Rentals-

o Birthday rentals-	0 parties
o SAC courts-	0 hours
o Theater-	8 hours
o Meeting rooms-	1 hours
o City Hall courts-	4 hours
o Capital Building-	4 dates
o Riverside shelters-	7 rentals
o Memorial shelters-	2 rentals
o Westside shelter-	1 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	0 rentals

SAC members-	2,013 people
SAC memberships-	896
SAC attendance-	3,173 visits
New members-	36 people

Todd thanks all those City Commissioners and City Employees who helped staff the game booths at the Closing Party for the World Archery Youth Championships on Sunday, June 14. It took a lot of people to work that event and make it a success.

The SAC purchased four basketball backboards and rims that can be attached to the 10' permanent backboard and rims which allows for the new backboards and rims to be at the 8' height for younger ages. The Yankton Basketball Incorporated group donated money to this purchase.

Memorial Pool was open on Saturday, June 6, and had a \$1 admission fee to coincide with Ribfest.

Friday, June 5- Summer Membership Special started at the SAC. 10% off Quarterly memberships and 15% off annual memberships.

Summer Programs Session 1 started. 1,542 participants (1,457 in 2014).

Friday, June 12- Fantle Memorial Pool Teen Night. 38 participants.

PARKS

The parks staff is preparing Sertoma Park, Summit Activities, and Riverside Softball fields for the Youth Softball tournament for the weekend of June 19, 20, and 21.

The parks staff will be preparing Memorial Park Pool for the swim team meet held at the pool the weekend of June 19, 20, and 21.

The parks staff is preparing the Lewis and Clark Soccer Complex and Fantle Memorial Park for the youth soccer tournament June 19, 20, and 21.

The Parks Department received a couple of compliments on how good the Lewis and Clark Soccer Complex looked prior to the large invitational tournament on June 19, 20, and 21.

I was just out at the Lewis and Clark Soccer Complex last night and it looks really good. The city personnel did a great job yesterday. Please pass along our gratitude from YYSA.
Kary Gregoire

Thank you for getting the fields to look like a million bucks at the complex.
Charlie Beckman, Tournament Director for YYSA

The new fish grinding station has been installed and is operational at Riverside Park. It now has an ADA Accessible table on the north side.

The Parks Department moved 20 picnic tables, trash cans, and two dumpsters to the NFAA Archery Center on Sunday, June 7.

The Parks Department had dugout protection screens for Riverside Baseball Stadium made by Bow Creek Metals. The Yankton Baseball Association and Mount Marty College are providing the netting for the screen frames.

The Parks Department will be working to prepare Sertoma Park for the Youth Softball Tournament on June 19, 20, and 21.

The Parks Department will be working on Fantle Memorial Park and the Lewis and Clark Soccer Complex to prepare them for the Youth Soccer Tournament on June 19, 20, and 21.

The Parks Department will be working on Fantle Memorial Park Pool to prepare it for the swim meet on June 20 and 21.

The ball fields at Memorial Park, 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 is scheduled to have a pre-construction meeting in mid-June.

GOLF

Jim Gevens has resigned his position at Fox Run Golf Course. Amy, Todd, and Kevin Doby will be discussing a staffing plan for moving forward with future operations.

Description	Yankton Transfer	Vermillion Landfill	Total Joint	5 Month Budget	Legal 2015 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	<u>\$393,528.89</u>	<u>\$266,010.14</u>	<u>\$659,539.03</u>	<u>\$612,500.00</u>	<u>\$1,470,000.00</u>
<i>Expenses:</i>					
Personal Services	86,453.43	124,492.78	210,946.21	241,118.33	578,684.00
Operating Expenses	100,916.84	135,721.08	236,637.92	311,655.00	747,972.00
Depreciation (est)	46,062.75	63,847.30	109,910.05	167,345.83	401,630.00
Trench Depletion	0.00	28,147.50	28,147.50	32,500.00	78,000.00
Closure/Postclosure Resrv	0.00	3,091.47	3,091.47	3,395.83	8,150.00
Amortization of Permit	0.00	404.99	404.99	458.33	1,100.00
<i>Total Operating Expenses</i>	<u>233,433.02</u>	<u>355,705.12</u>	<u>589,138.14</u>	<u>756,473.33</u>	<u>1,815,536.00</u>
<i>Non Operating Expense-Interest</i>	<u>0.00</u>	<u>52,671.38</u>	<u>52,671.38</u>	<u>28,037.92</u>	<u>67,291.00</u>
<i>Landfill Operating Income</i>	<u>160,095.87</u>	<u>(142,366.36)</u>	<u>17,729.51</u>	<u>(172,011.25)</u>	<u>(412,827.00)</u>
Joint Recycling Center					
<i>Total Revenue</i>	<u>39,289.06</u>	<u>55,544.45</u>	<u>94,833.51</u>	<u>122,625.00</u>	<u>294,300.00</u>
<i>Expenses:</i>					
Personal Services	8,320.43	76,035.75	84,356.18	93,894.58	225,347.00
Operating Expenses	17,890.73	24,875.97	42,766.70	69,193.33	166,064.00
Depreciation (est)	16,748.85	7,781.95	24,530.80	32,854.17	78,850.00
<i>Total Operating Expenses</i>	<u>42,960.01</u>	<u>108,693.67</u>	<u>151,653.68</u>	<u>195,942.08</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>(6,945.23)</u>	<u>(53,149.22)</u>	<u>(60,094.45)</u>	<u>(73,317.08)</u>	<u>(175,961.00)</u>
<i>Total Operating Income</i>	<u>\$153,150.64</u>	<u>(\$195,515.58)</u>	<u>(\$42,364.94)</u>	<u>(\$245,328.33)</u>	<u>(\$588,788.00)</u>
Tonage in Trench:	<u>5/31/2014</u>	<u>5/31/2015</u>			
Asbestos	64.42	49.14	49.14	18.75	45.00
Centerville	100.19	122.00	122.00	110.42	265.00
Beresford	244.90	509.95	509.95	260.42	625.00
Clay County Garbage	4,768.39	4,374.03	4,374.03	5,500.00	13,200.00
Elk Point	386.91	409.24	409.24	425.00	1,020.00
Yankton County Garbage	8,049.23	8,587.79	8,587.79	9,083.33	21,800.00
<i>Total Tonage in Trench</i>	<u>13,614.04</u>	<u>14,052.15</u>	<u>14,052.15</u>	<u>15,397.92</u>	<u>36,955.00</u>
Operating Cost per ton			<u>\$45.67</u>	<u>\$50.95</u>	<u>\$50.95</u>

This report is based on the following:

Revenue accrual thru May 31, 2015
Expenses cash thru May 31, 2015 with June Bills

Description	Yankton Transfer	Vermillion Landfill	Total Joint	5 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	153,150.64	(195,515.58)	(42,364.94)	(245,328.33)	(588,788.00)
Depreciation	62,811.60	71,629.25	134,440.85	200,200.00	480,480.00
Trench Depletion	0.00	28,147.50	28,147.50	32,500.00	78,000.00
Amortization of Permit	0.00	404.99	404.99	458.33	1,100.00
<i>Non Operating Revenue:</i>					
Grant	0.00	43,809.97	43,809.97	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	30.36	30.36	10,000.00	24,000.00
Sale Proceeds	0.00	0.00	0.00	2,083.33	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	432.88	800.57	1,233.45	2,083.33	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(105,433.44)	105,433.44	0.00	49,166.67	118,000.00
Joint Recycling Center	(12,607.10)	12,607.10	0.00	0.00	0.00
Total Funds Available	525,196.58	1,418,626.60	1,943,823.18	1,726,480.33	1,798,109.00
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	88,386.33	0.00	88,386.33	65,625.00	157,500.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	3,091.47	3,091.47	3,395.83	8,150.00
<i>Joint Recycling Center</i>					
Equipment	0.00	8,970.00	8,970.00	102,291.67	245,500.00
<i>Payment Principal</i>					
Appropriation to Reserve	8,736.11	73,261.06	81,997.17	77,762.92	186,631.00
	0.00	0.00	0.00	0.00	0.00
Total Applied	97,122.44	85,322.53	182,444.97	249,075.42	597,781.00
Ending Balance	\$428,074.14	\$1,333,304.07	\$1,761,378.21	\$1,477,404.92	\$1,200,328.00

Joint Power Transfer/Landfill	Yankton	Vermillion	Total	5 Month	Legal
Description	Transfer	Landfill	Joint	Budget	2015 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$3,193.78	\$3,193.78	\$2,416.67	\$5,800.00
Elk Point	0.00	18,415.80	18,415.80	17,000.00	\$40,800.00
Centerville	0.00	5,490.00	5,490.00	4,416.67	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	22,947.64	22,947.64	10,416.67	25,000.00
Clay County Garbage	0.00	215,730.16	215,730.16	212,500.00	510,000.00
Compost-Yd Waste-Wood	0.00	1,879.76	1,879.76	833.33	2,000.00
Contaminated Soil	0.00	70.89	70.89	208.33	500.00
White Goods	0.00	2,862.11	2,862.11	3,125.00	7,500.00
Tires	0.00	5,595.70	5,595.70	1,041.67	2,500.00
Electronics	0.00	2,597.90	2,597.90	1,250.00	3,000.00
Other Revenue	1,992.01	3,472.06	5,464.07	3,166.67	7,600.00
Less Recycling Tipping Fee	(25,243.44)	(16,245.66)	(41,489.10)	(45,958.33)	(110,300.00)
Cash long	0.00	0.00	0.00	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	17,445.50	0.00	17,445.50	20,833.33	50,000.00
Transfer Fees	399,334.82	0.00	399,334.82	381,250.00	915,000.00
Total Revenue	393,528.89	266,010.14	659,539.03	612,500.00	1,470,000.00
<i>Expenses: (cash)</i>					
Personal Services	86,453.43	124,492.78	210,946.21	241,118.33	578,684.00
Insurance	15,638.01	5,690.41	21,328.42	11,271.67	27,052.00
Professional Service/Fees	3,810.36	15,421.95	19,232.31	21,666.67	52,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	1,083.92	1,083.92	5,000.00	12,000.00
State Fees	0.00	14,052.15	14,052.15	15,397.92	36,955.00
Professional - Legal/Audit	0.00	0.00	0.00	104.17	250.00
Publishing & Advertising	0.00	803.67	803.67	750.00	1,800.00
Rental	0.00	0.00	0.00	208.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	4,843.47	8,441.70	13,285.17	23,333.33	56,000.00
Motor vehicle repair	94.29	763.18	857.47	9,666.67	23,200.00
Vehicle fuel & maintenance	40,267.18	16,732.88	57,000.06	105,833.33	254,000.00
Equip, Mat'l & Labor	11,996.58	0.00	11,996.58	5,000.00	12,000.00
Building repair	9,558.37	1,476.83	11,035.20	10,000.00	24,000.00
Facility repair & maintenance	0.00	8,638.34	8,638.34	10,416.67	25,000.00
Postage	196.40	78.41	274.81	333.33	800.00
Office supplies	815.81	379.92	1,195.73	1,458.33	3,500.00
Copy supplies	42.66	8.29	50.95	145.83	350.00
Uniforms	25.98	1,485.79	1,511.77	1,729.17	4,150.00
Small Tools & Hardware	16.99	0.00	16.99	104.17	250.00
Travel & Training	0.00	1,748.47	1,748.47	2,083.33	5,000.00
Operating supply	1,022.70	39,865.99	40,888.69	63,583.33	152,600.00
Electricity	2,831.33	7,260.90	10,092.23	8,541.67	20,500.00
Heating Fuel - Gas	8,091.03	10,808.19	18,899.22	12,500.00	30,000.00
Water	803.76	203.40	1,007.16	906.25	2,175.00
WW service	498.62	0.00	498.62	250.00	600.00
Landfill	83.15	0.00	83.15	83.33	200.00
Telephone	280.15	776.69	1,056.84	1,287.50	3,090.00
Depreciation (est)	46,062.75	63,847.30	109,910.05	167,345.83	401,630.00
Trench Depletion		28,147.50	28,147.50	32,500.00	78,000.00
Closure/Postclosure Resrv		3,091.47	3,091.47	3,395.83	8,150.00
Amortization of Permit		404.99	404.99	458.33	1,100.00
Total Op Expenses	233,433.02	355,705.12	589,138.14	756,473.33	1,815,536.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	5 Month Budget	Legal 2015 Budget
<i>Non Operating Expense-Interest</i>	0.00	52,671.38	52,671.38	28,037.92	67,291.00
<i>Operating Income (Loss)</i>	\$160,095.87	(\$142,366.36)	\$17,729.51	(\$172,011.25)	(\$412,827.00)
<i>Capital:</i>					
Capital Outlay	\$88,386.33	\$0.00	\$88,386.33	\$65,625.00	\$157,500.00
Landfill Development	0.00	194,384.46	194,384.46	62,500.00	\$150,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$88,386.33	\$194,384.46	\$282,770.79	\$128,125.00	\$307,500.00
<i>Grant Reimbursement</i>	\$0.00	\$43,809.97	\$43,809.97	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$2,083.33	\$5,000.00
<i>Cash Flow Transfer</i>	(\$105,433.44)	\$105,433.44	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		49.14	49.14	18.75	45.00
Beresford		509.95	509.95	260.42	625.00
Centerville Garbage		122.00	122.00	110.42	265.00
Clay County Garbage		4,374.03	4,374.03	5,500.00	13,200.00
Elk Point		409.24	409.24	425.00	1,020.00
Yankton County Garbage		8,587.79	8,587.79	9,083.33	21,800.00
<i>Total Tonage in Trench</i>		14,052.15	14,052.15	15,397.92	36,955.00
Operating Cost per ton			\$45.67	\$50.95	\$50.95

Joint Recycling Center	Yankton	Vermillion	Total	5 Month	Legal
Description	Transfer	Center	Joint	Budget	2015 Budget
<i>Revenue:</i>					
Tipping Fees	\$25,243.44	16,245.66	\$41,489.10	45,958.33	\$110,300.00
Magazines	0.00	4,029.12	4,029.12	3,750.00	9,000.00
Metal/Tin	1,438.52	(471.35)	967.17	6,041.67	14,500.00
Plastic	0.00	5,009.20	5,009.20	16,666.67	40,000.00
Aluminum	2,208.80	9,042.53	11,251.33	11,250.00	27,000.00
Newsprint	3,249.67	3,930.16	7,179.83	7,500.00	18,000.00
Cardboard	7,148.63	8,543.37	15,692.00	23,333.33	56,000.00
High Grade Paper	0.00	8,254.47	8,254.47	6,250.00	15,000.00
Other Material	0.00	961.29	961.29	1,875.00	4,500.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	39,289.06	55,544.45	94,833.51	122,625.00	294,300.00
<i>Expenses:</i>					
Personal Services	8,320.43	76,035.75	84,356.18	93,894.58	225,347.00
Insurance	248.64	970.00	1,218.64	2,193.33	5,264.00
Professional Service/Fees	0.00	0.00	0.00	10,416.67	25,000.00
Hazardous Waste Collection	0.00	632.90	632.90	12,500.00	30,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	53.75	53.75	1,041.67	2,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	4,738.54	4,738.54	4,687.50	11,250.00
Vehicle repair & maintenance	0.00	66.98	66.98	416.67	1,000.00
Vehicle fuel	286.12	1,383.40	1,669.52	5,916.67	14,200.00
Building repair & maintenance	0.00	3,085.51	3,085.51	2,291.67	5,500.00
Postage	0.00	1.92	1.92	270.83	650.00
Freight	0.00	840.00	840.00	833.33	2,000.00
Office supplies	74.61	84.98	159.59	479.17	1,150.00
Uniforms	0.00	216.24	216.24	333.33	800.00
Materials Purchases	0.00	2,725.86	2,725.86	3,750.00	9,000.00
Travel & Training	0.00	941.52	941.52	625.00	1,500.00
Operating Supplies	0.00	3,413.04	3,413.04	4,166.67	10,000.00
Copy Supply	0.00	8.29	8.29	145.83	350.00
Electricity	0.00	2,508.39	2,508.39	2,291.67	5,500.00
Heating Fuel-Gas	0.00	2,067.53	2,067.53	2,708.33	6,500.00
Water	0.00	225.51	225.51	250.00	600.00
WW service	0.00	573.27	573.27	416.67	1,000.00
Telephone	0.00	338.34	338.34	333.33	800.00
Revenue Sharing	0.00	0.00	0.00	5,000.00	12,000.00
Transportation to Vermillion	1,800.00	0.00	1,800.00	1,875.00	4,500.00
Processing Recyclables	15,481.36	0.00	15,481.36	6,250.00	15,000.00
Depreciation (est)	16,748.85	7,781.95	24,530.80	32,854.17	78,850.00
Total Op Expenses	42,960.01	108,693.67	151,653.68	195,942.08	470,261.00
<i>Non Operating Expense-Interest</i>	3,274.28	0.00	3,274.28	0.00	0.00
Operating Income (Loss)	(\$6,945.23)	(\$53,149.22)	(\$60,094.45)	(\$73,317.08)	(\$175,961.00)
Capital Outlay	\$0.00	\$8,970.00	\$8,970.00	\$102,291.67	\$245,500.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	(\$12,607.10)	\$12,607.10	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru May 31, 2015

Expenses cash thru May 31, 2015 with June 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

6/1/2015

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
2015 Total	1,108.35	0.00	2,855.38	2,257.95	200.55	0.00	261.40	25.45	5,600.73	1,705.40	8,414.48	24.17

Total Tons	1,811.91
X \$3	3.00
Recycling Fee	<u>5,435.73</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										0.00
	July										0.00
	Aug										0.00
	Sept										0.00
	Oct										0.00
	Nov										0.00
	Dec										0.00
			----- 1637.53 =====	----- 650.00 =====	----- 0.00 =====	----- 224.34 =====	----- 409.24 =====	----- 1191.26 =====	----- 122.00 =====	----- 509.95 =====	----- 720.04 =====

	2014	Independence Waste	Fischer Disposal	Giedds Sanitation	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2013 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 =====

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
May 26, 2015

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

ROLL CALL:

Present –Jon Economy, Mike Healy, Greg Homstad, Dr. Scott Shindler, ETJ Member Mike Welch, City Commissioner Chris Ferdig and Chairman Brad Wenande.

Unable to attend: Deb Specht, Steve Pier, Marc Mooney and Bruce Viau

Chairman Wenande read the action item to consider the boundaries, name and plan for the proposed Tax Incremental District Number Six in the City of Yankton, South Dakota located on: The East 700 feet of the East Half of the Southeast Quarter (E 700', E 1/2, SE 1/4) except the South 560 feet; including Highway Lots R-4 and R-5 and adjacent West City Limits Road right-of-way thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., Yankton County, South Dakota containing 31.06 acres more or less.

Mr. Mingo advised that there are four (4) purposes of Planning Commission review at this stage: approve naming the district, establishing the district boundaries, determination of eligibility; and making a recommendation on the plan. This property is across from the dog park. The owner is YAPG and there are multiple partners. The city will not be incurring any debt. The obligations for the city is that the developer's debt still counts against the city's debt limit. Dan Specht who is YAPG's Housing Committee Chairman spoke before the Planning Commission. He advised that the Housing Study started in 2013. The projected single family homes will be under \$200,000; there will be apartments, single family homes, townhomes, and some twin homes all under this price. They are hoping to start project within the next few months. There is an option for an additional 130 acres.

- 15-23 **MOTION** – It was moved by Commissioner Shindler and seconded by Commissioner Economy to approve the boundaries, name and plan for the proposed Tax Incremental District Number Six in the City of Yankton, South Dakota located on: The East 700 feet of the East Half of the Southeast Quarter (E 700', E 1/2, SE 1/4) except the South 560 feet; including Highway Lots R-4 and R-5 and adjacent West City Limits Road right-of-way thereof, Section 2,

Township 93 North, Range 56 West of the 5th P.M., Yankton County, South Dakota containing 31.06 acres more or less.

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

MOTION – PASSED

15-24 **ADJOURNMENT**

MOTION – It was moved by Commissioner Economy and seconded by Commissioner Healy to adjourn at 6:03 p.m.

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

MOTION – PASSED

Respectfully submitted,

Dave Mingo
Secretary

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
June 8, 2015

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

ROLL CALL:

Present – Deb Specht, Jon Economy, Steve Pier, Marc Mooney, Dr. Scott Shindler, ETJ Member Mike Welch, City Commissioner Chris Ferdig and Chairman Brad Wenande.

Unable to attend: Bruce Viau, Gregg Homstad

Chairman Wenande asked for approval of the May 11, 2015, regular meeting minutes.

15-25 **MINUTES** – May 11, 2015

MOTION – It was moved by Commissioner Pier and seconded by Commissioner Shindler to approve the May 11, 2015, meeting minutes.

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

MOTION – PASSED

Chairman Wenande read the consent item to establish July 13, 2015 as the date for a public hearing to consider a rezoning in the City’s extraterritorial jurisdiction on the following described property:

From R-2 Single Family Residential to B-2 Highway Business That portion of the following described property lying north of the Highway 52 / W. 8th Street ROW; the south 230 feet of the W.1/2 of the NW1/4 Less Lts. H2 - H6 and NW1/4 SW1/4 Less Lt. H5; exc. Tract 1 & 2; exc. E.33'; exc. Lt. R7 Ryken Addition, Sec. 14 T93N R56W. Address 2512 W. 8th Street. Ryken Legacy Land Trust, owner.

15-26 **MOTION** – It was moved by Commissioner Healy and seconded by Commissioner Specht to approve the establishment of July 13, 2015 as the date for a public hearing to consider date for a public hearing to consider a rezoning in the City’s extraterritorial jurisdiction on the following described property:

From R-2 Single Family Residential to B-2 Highway Business That portion of the following described property lying north of the Highway 52 / W. 8th Street

ROW; the south 230 feet of the W.1/2 of the NW1/4 Less Lts. H2 - H6 and NW1/4 SW1/4 Less Lt. H5; exc. Tract 1 & 2; exc. E.33'; exc. Lt. R7 Ryken Addition, Sec. 14 T93N R56W. Address 2512 W. 8th Street. Ryken Legacy Land Trust, owner.

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

MOTION – PASSED

Chairman Wenande read the agenda item for the public hearing to consider Plat review of Lots 1–9 of Block 1; Lots 1–7 of Block 2; Lots 1–16 of Block 3; Lots 1–11 of Block 4; Lots 1–4 of Block 5; Lot 1 of Block 6 and Lot 1 of Block 7, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter except the South 560 feet and Less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota. Address west side of the 2400 – 2600 blocks of West City Limits Road. Bob Law, Inc., Yankton Area Progressive Growth owner / applicant.

Mr. Mingo advised that is part of a TID. The City annexed the land about a month ago. This is fairly standard with a few minor differences: double frontage lots and some details within the Developer’s Agreement that can be found within pages 3-4. The land has some unique characteristics within this tract of land. There is a six acre lot which is proposed to be transferred to the City. This land could be used for future green space or a park for the City. Streets within this division are standard size, with cars being able to be parked on both sides of the street in local streets.

15-27 **MOTION** – It was moved by Commissioner Shindler and seconded by Commissioner Economy to approve the Plat review of Lots 1–9 of Block 1; Lots 1–7 of Block 2; Lots 1–16 of Block 3; Lots 1–11 of Block 4; Lots 1–4 of Block 5; Lot 1 of Block 6 and Lot 1 of Block 7, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter except the South 560 feet and Less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota. Address west side of the 2400 – 2600 blocks of West City Limits Road. Bob Law, Inc., Yankton Area Progressive Growth owner / applicant

VOTE – Voting “Aye” – Pier, Shindler, Economy, Viau, Homstad, Mooney and Wenande. Voting “Nay” – none.

Abstained - Specht

MOTION – PASSED

Building Permits are picking up and the new subdivision will help with that.

15-28 **ADJOURNMENT**

MOTION – It was moved by Commissioner Economy and seconded by Commissioner Specht to adjourn at 6:03 p.m.

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

MOTION – PASSED

Respectfully submitted,

Dave Mingo
Secretary

MINUTES

FOX RUN GOLF ADVISORY BOARD

Monday, May 20, 2015
Fox Run Golf Course Clubhouse – 12:00 P.M.

Routine Business

Roll Call:

Present: Mike Brinkerhoff, Kim Auch, Dick Erickson, Adam Maska, 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, Dan Slowey, Chuck Turner

Minutes:

April 20, 2015 minutes had some changes proposed. Approved with changes. K. Doby motioned, D. Erickson second.
Motion carried 6-0.

Old Business

A. No old business.

New Business

- A. Monthly round report and season pass report from course software. (attachments) Walk-up green fees rounds are up compared to last year. The two pre-region high school tournaments, two region high school tournaments, and one conference high school tournament were boosts to those numbers. Season pass totals are fourteen below the 2014 year-to-date total and this equates to 26 people. In speaking with those who had passes in 2014 and not in 2015, other activities and commitments are the majority of reasons to not purchase a season pass. Non-golf competition for people's free time is an issue.
- B. Revenue report from City financial software. (attachment) City financial report through 4/30/15 is attached. Ten spots are open in Cart Shed "C." Jake Hoffner suggested Fox Run try to hold rates and fees the same for 2016 with the increases in 2015 helping revenues.
- C. Course event calendar and updates. Updated on City website and posted in clubhouse. The State Boys "B" golf tournament was a success. There were 129 competitors. The tournament generated \$13,859 in revenue, which is \$8,008 more than last year for the same dates on the calendar. Outings coming up are the Husband and Wife tournament, Elks outing is Sunday, Optimist JVs is on June 1, ABS outing is June 6, and Mt. Marty is June 12.
- D. Parks and Recreation Department Services Comparison document. (attachment)
- E. Capital Improvement Plan expenditures for 2015 update. Quote for new greens mower of \$24,999, and quote for new cart shed shingles and it includes the removal of the old

\$9,211.01. Dan Kortan asked why projects at Fox Run cannot be scheduled sooner on the Capital Improvement plan. It was explained that the Fox Run Golf Course budget is a part of the total City budget and all projects have to be placed according to the total amount of monies available in a given year. If one department's Capital budget has to be increased in a certain year, then the amount of increase has to be taken out of one or more other Capital budgets to keep the grand total the same. Each department budget has equipment or projects listed in a five-year Capital Improvement Plan (CIP) and then there are a lot of other ideas that are on lists that are determined to be wants. These do not show up in the five year plan and maybe these will be worked in to the CIP budget in the future if funding allows.

- F. Course conditions and projects –Rockie. Moisture is helping the grass and course since soil moisture is catching back up. Season help is starting and there have been some issues with the inmate labor used this spring. There has been some moss and algae growth on the greens so chemicals will be applied to deal with this. Dan Kortan asked about fountains (like the fountain in Westside Park's pond) for the course and if this is something the course will consider in the future. No decision was made about placing fountains in to the CIP budget.

Other Business

- A. Next Meeting Date – **Wednesday, June 17, 2015**. Moved due to the SDGA JR. Tournament on Monday, June 15.

Meeting Adjourned

- A. A. Auch motioned, D. Erickson second. Motion carried 6-0.

Memorandum #15-143

To: City Manager
From: Finance Department
Date: June 15, 2015
Subject: Special Events Liquor License for Riverfront Events Center

We have received an application for a Special Events RETAIL (on-sale) Liquor License for 1 day, July 4, 2015, from Riverfront Events Center, (MelCena Bernard, Manager) Walnut Street between 2nd & 3rd Street, Yankton, South Dakota.

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. An inspection by the Building Inspector and Fire Marshal has been done and the premises are in compliance with building and fire codes.



Al Viereck
Finance Officer

Memorandum #15-144

To: City Manager
From: Finance Department
Date: June 15, 2015
Subject: Special Events Malt Beverage/Wine License-Mt. Marty College

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, June 27, 2015, from Mount Marty College, Inc., All of Mount Marty College Campus, 1105 W. 8th Street, Yankton, S.D.

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



Al Viereck
Finance Officer

Memorandum #15-149

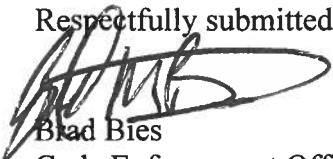
To: Amy Nelson, City Manager
From: Brad Bies, Code Enforcement Official
Subject: Summary of 2014 Assessment Roll– Snow Removal, Tree Trimming & Abatement of Noxious Vegetation
Date: June 15, 2015

June 22, 2015 is the date established for a public hearing at which time the costs will be assigned to properties that required abatement services arranged by the City. The attached 2015 Snow Removal and Tree Trimming Roll and Memo #15-118, previously provided to the board of commissioners, documents the assessable costs.

Letters have been sent notifying the affected property owners of costs associated with the destruction of noxious vegetation and nuisance abatement. The roll has been updated to reflect those properties that have made payment.

Recommendation: It is recommended that the Board of Commissioners approve Resolution #15-26 approving the 2015 special assessment roll for Snow Removal and Tree Trimming.


Respectfully submitted,


Brad Bies
Code Enforcement Official

Attachments

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson
City Manager

____ Roll Call

Memorandum # 15-118

To: Amy Nelson, City Manager
From: Brad Bies, Code Enforcement Official
Subject: Introduction of 2015 Assessment Roll—First Reading -Snow Removal & Tree Trimming.
Date: May 15, 2015

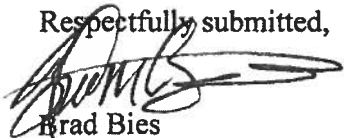
In order for City staff to begin the special assessment process it is recommended that the City Commission, at their meeting on May 26, 2015, set a public hearing date on the special assessment roll for June 22, 2015.

The following schedule of events should be undertaken to complete the special assessment process:

May 14, 2015	Department of Community Development files special assessment roll with Finance Officer.
May 26, 2015	City Commission sets public hearing for June 22, 2015
June 4, 2015	Department of Community Development sends notice of hearing to affected property owners.
June 4, 2015	Department of Community Development publishes notice of hearing in Press & Dakotan. Publishing dates of June 4 th and June 9 th , 2014.
June 22, 2015	City Commission holds public hearing on assessment roll and approves resolution.
June 23, 2015	Finance Department sends notice to property owners giving amount of assessment, installments, etc.
July 2015	Finance Department publishes resolution with June 22 nd Commission Minutes.
December 14, 2015	Final date property owners can pay entire assessment without interest.
January 1, 2016	First special assessment installment due.

Recommendation: It is recommended that the Board of Commissioners set June 22nd 2015 as the date for a public hearing for the special assessment roll.

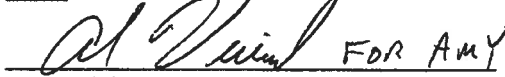
Respectfully submitted,



Brad Bies
Code Enforcement Official

Attachments

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


Amy Nelson
City Manager

___ Roll Call

RESOLUTION #15-26

A RESOLUTION APPROVING THE 2015 SPECIAL ASSESSMENT ROLL FOR
SNOW REMOVAL AND TREE TRIMMING.

BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South
Dakota:

SECTION 1. That the special assessment roll for the assessment of the property
assessable for the snow removal and tree trimming in the City of Yankton, South Dakota, is
hereby approved and the assessments as set out in said special assessment roll approved this
date are hereby levied against such property upon filing of said special assessment roll in the
office of the City Finance Officer.

SECTION 2. The assessments set forth in the assessment role will become due and
payable in one (1) annual installment together with interest at a rate prescribed by the Board
of City Commissioners, by resolution, per annum, in accordance with SDCL 9-43.

The above assessments may be paid without interest to the City Finance Officer on or before
December 14, 2015, thereafter, the entire assessment may be paid with interest from the date
of filing with the City Finance Officer at the rate established by resolution of the Board of
City Commissioners.

Adopted:

Dave Carda
Mayor

ATTEST:

Al Viereck
Finance Officer

**2015 SPECIAL ASSESSMENT ROLL
FOR
SNOW REMOVAL AND TREE TRIMMING
CITY OF YANKTON, SOUTH DAKOTA**

TO THE CITY FINANCE OFFICER OF THE CITY OF YANKTON

I, Brad Bies, Code Enforcement Official, herewith file with you, as provided by law, the Special Assessment Roll for snow removal and tree trimming within the City of Yankton.

The description of the property so assessed, with the names of the owners, and the amount assessed to each lot, piece or parcel is shown as follows, to wit:

PROPERTY OWNER (Deed Holder) Mailing Address	PROPERTY DESCRIPTION Legal Description	PROPERTY ADDRESS	ASSESSMENT AMOUNT	ABATEMENT CATEGORY
GENE CHARETTE 410 DOUGLAS AVE YANKTON SD 57078	LT 4 BLK 4 LOWER YANKTON	410 Douglas Avenue	127.20	Sidewalk Snow Removal
KELLY ROWLEY 413 BURLEIGH ST YANKTON SD 57078	LT 16 BLK 68 LOWER YANKTON	413 Burleigh Street	128.31	Street Tree Trimming
MICHAEL MURPHY 310 EAST 5 ST YANKTON SD 57078	LT 10 EXC W57' BLK 29 LOWER YANKTON	310 East 5th Street	75.31	Street Tree Trimming
ZACHARY & BROOKE JACKSON 1231 PASQUE CIR YANKTON SD 57078	LT 11 BLK 3 PARCEL A FOX RUN SUBDIVISION	1231 Pasque Circle	75.31	Street Tree Trimming
MARY OLSON 1020 WALNUT ST YANKTON SD 57078	LT 8 & LT 9 EXC E30' BLK 1 TRIPP & HARRIS	1020 Walnut Street	75.31	Street Tree Trimming
NIC KELLEN 812 DOUGLAS AVE YANKTON SD 57078	S11' LT 2 & ALL LT 3 BLK 8 LOWER YANKTON	812 Douglas Avenue	128.31	Street Tree Trimming
TOTAL ASSEMENTS			\$609.77	

The assessments set forth in the assessment role will become due and payable in one (1) annual installment together with interest at a rate prescribed by the Board of City Commissioners, by resolution, per annum, in accordance with SDCL 9-43.

The above assessments may be paid without interest to the City Finance Officer on or before December 14, 2015, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.

Brad Bies
Code Enforcement Official

Filed in the office of the City Finance Officer on May 14, 2015. Amended June 18, 2015.

Al Viereck
Finance Officer

Memorandum #15-129

To: Amy Nelson, City Manager
From: Adam Haberman, Public Works Manager
Subject: Resolution 15-20 Supporting a SD DENR Solid Waste Management Program Grant Request for Replacement for the Transfer Station Scale
Date: June 16, 2015

The current City of Yankton transfer station scale is in very poor condition and in need of replacement. The transfer station scale is a vital component of the everyday operation of the facility.

Planning District III was consulted to determine a possible funding source for a project to address the issue. The transfer station has been in operation for more than 20 years and a steady increase in traffic has led to the need to review the traffic circulation and location of the scale. The project was determined to be a candidate for the South Dakota Department of Environment and Natural Resources (SD DENR) Solid Waste Management Program. The Solid Waste Management Program was established in 1992 to provide funding for municipal solid waste disposal, recycling, and waste tire projects.

City staff coordinated with Banner Engineering to determine the most appropriate location for a new scale. Attached is the Project Description, Proposed Scale Improvement Layout, and Opinion of Probable Cost prepared by Banner Engineering.

It is estimated that the complete project will cost \$750,000. City of Yankton could receive up to 40% of the project in grant funding. The remainder of the project would be funded through a loan program with South Dakota Department of Environment and Natural Resources (SD DENR). This is a compressive proposal prepared to meet the state's expectations and requirements. The new scale would be located to the north of the existing scale office, which would alleviate current traffic congestion. The SD DENR staff developed a grant percentage recommendation for the project that South Dakota Board of Water and Natural Resources will consider at their September meeting. The portion not covered by a grant will be considered for a loan through Solid Waste Management Program.

The grant application was discussed with the Joint Powers Association at their June 18 meeting.

District III is preparing an application to the Department of Environment and Natural Resources Solid Waste Management Program for the July 1, 2015 grant application deadline. Attached is Resolution #15-20 which would authorize the Mayor to sign the grant request for submittal.

Respectfully submitted,



Adam Haberman
Public Works Manager

____ Roll call

Yankton Solid Waste Facility Transfer Station Scale Site Improvements

Project Description

The existing scale is beyond its useful life and needs to be replaced. The City has identified an 80' x 14' scale with a concrete deck that would be installed to replace the existing scale. The proposed scale would be located north of the existing scale office for a couple reasons. First, it is longer than the existing scale and the existing footprint will not accommodate it. Second, traffic issues exist with the current configuration and the proposed location will help alleviate those issues. In the existing location, there is not adequate space for vehicle storage resulting in traffic backing up onto the City street. This queue, at times, does not allow traffic that does not need to be weighed to bypass the scale. Finally, vehicles that need to be weighed after unloading must pass through the scale causing a conflict with entering traffic.

The existing scale office will continue to be used for inspection. Additional improvements for the site include:

- A stop/go light system to direct traffic onto the scale from both directions. This system will also control conflicting traffic movements within the area.
- An addition will be constructed on the north end of the building to provide an entrance for customers to pay.
- Additional surfacing improvements will allow for a vehicle to stop at the scale office in one lane with a second lane for vehicles to leave the site that do not need to pay. Vehicle parking will also be accommodated.
- Access will be restricted from the west forcing traffic to go to the scale to weigh and eliminating a traffic conflict point.
- New signage at the site to direct customers.

A temporary scale may be needed if the existing scale fails prior to completion of the project.

Opinion of Probable Project Cost

BANNER

Engineering | Architecture | Surveying

Banner Associates, Inc. | 14 West Main, Ste. A

Vermillion, South Dakota 57069

Toll Free | 1.855.323.6342

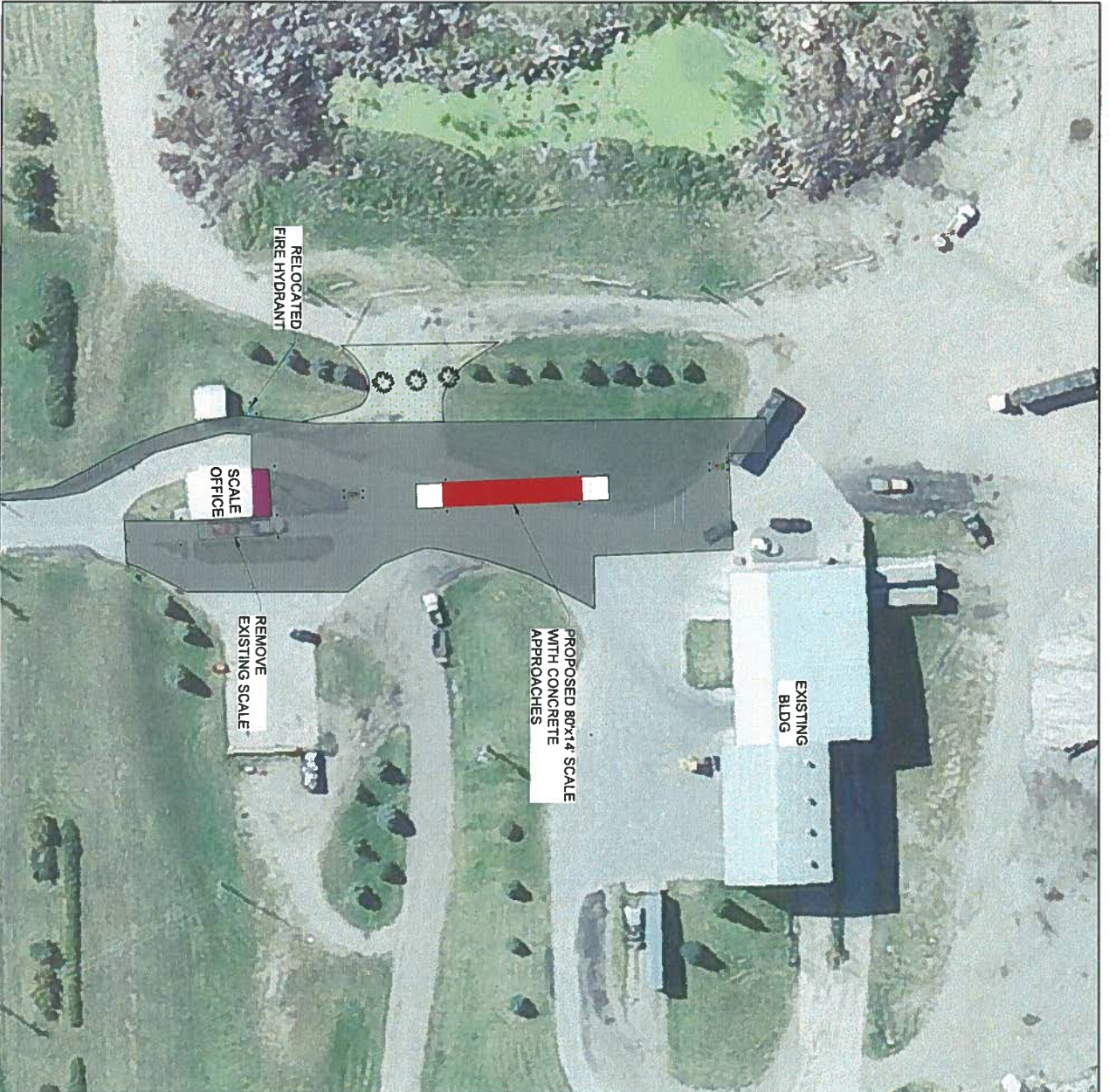
www.bannerassociates.com

Location: Yankton, SD

Date: 6/3/2015

Project: Yankton Solid Waste Facility Transfer Station
Scale Site Improvements

ITEM NO.	DESCRIPTION OF WORK AND MATERIALS	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	Lump Sum	\$69,152	\$69,152
2	Remove Existing Bituminous Surfacing	500	SY	\$5	\$2,500
3	Remove Existing Concrete Surfacing	1,700	SY	\$8	\$13,600
4	Remove Existing Scale	1	Lump Sum	\$5,000	\$5,000
5	Compaction-Moisture/Density Tests	15	Each	\$150	\$2,250
6	Granular Embedment	100	Ton	\$15	\$1,500
7	Unclassified Excavation	1,000	CY	\$8	\$8,000
8	8" Scarify and Recompact	670	CY	\$3	\$2,010
9	Place Topsoil	125	CY	\$6	\$750
10	Select Engineered Fill	400	Ton	\$16	\$6,400
11	Imported Embankment Material	1,300	CY	\$10	\$13,000
12	Base Course	1,025	Ton	\$19	\$18,963
13	Geotextile Fabric	3,000	SY	\$3	\$9,000
14	8" Portland Cement Concrete Pavement	3,000	SY	\$50	\$150,000
15	Concrete Sampling and Testing	5	Each	\$200	\$1,000
16	4" Concrete Sidewalk	375	SF	\$9	\$3,375
17	Seeding	1	Lump Sum	\$5,000	\$5,000
18	Salvage and Relocate Fire Hydrant	1	Each	\$3,500	\$3,500
19	Storm Sewer Manhole	1	Each	\$3,000	\$3,000
20	4" Dia. Perforated PVC Underdrain Pipe	500	LF	\$15	\$7,500
21	Temporary Scale	1	Lump Sum	\$90,000	\$90,000
22	Heavy Duty Truck Scale w/ Approach Pads	1	Lump Sum	\$175,000	\$175,000
23	Electrical Service/Conduit/Signal System	1	Lump Sum	\$7,500	\$7,500
24	Scale Software/Hardware/Communications	1	Lump Sum	\$30,000	\$30,000
25	Bollards	20	Each	\$500	\$10,000
26	Miscellaneous Site Signage	1	Lump Sum	\$2,000	\$2,000
27	Scale Office Addition	1	Lump Sum	\$45,000	\$45,000
Opinion of Probable Construction Costs =					\$685,000
Design and Bid Phase Services (A/E) =					\$42,000
Resident Engineering and Surveying =					\$21,000
Construction Plans of Record =					\$2,000
Total Engineering =					\$65,000
Opinion of Probable Project Cost (June 2015) =					\$750,000



HORIZONTAL DATUM
 - NAD 83
 - PROJECT SOUTH DAKOTA STATE PLANE
 - PROJECTION COORDINATE SOUTH ZONE (600)
 VERTICAL DATUM
 - NAVD83
 - ZONE 08
 BASE OF BEARING: GEODETIC NORTH
 ALL DIMENSIONS SHOWN ARE IN
 FEET UNLESS OTHERWISE NOTED

LEGEND:

-  PROPOSED PORTLAND CEMENT CONCRETE PAVEMENT
-  PROPOSED CONCRETE APPROACH PAVEMENT
-  REMOVE BIT (SAP ASPH) / NEW GRASS SEEDING AREA
-  SCALE OFFICE ADDITION
-  BOLLARDS
-  RESTRICTIONAL BOLLARD
-  PROPOSED TREE

<p>BANNER 14 W. Main St. Suite A Vermillion, South Dakota 57069 605-232-3342 www.banner-engineers.com</p>	<p>CONSULTANT'S</p>	<p>PROJECT TITLE YANKTON PROPOSED SCALE IMPROVEMENTS 2015</p>	<p>PROJECT LOCATION YANKTON, SOUTH DAKOTA</p>												
<p>DESIGNED BY: NSU CHECKED BY: NSU DATE: 2/16/2010 DRAWN BY: NSU DATE: 2/16/2010</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV.	DATE	DESCRIPTION										<p>PROJECT TITLE PROPOSED SITE LAYOUT</p>	<p>SHEET NO. 1</p>
REV.	DATE	DESCRIPTION													

Opinion of Probable Project Cost

BANNER

Engineering | Architecture | Surveying

Banner Associates, Inc. | 14 West Main, Ste. A

Vermillion, South Dakota 57069

Toll Free | 1.855.323.6342

www.bannerassociates.com

Location: Yankton, SD
Date: 6/3/2015
Project: Yankton Solid Waste Facility Transfer Station
 Scale Site Improvements

ITEM NO.	DESCRIPTION OF WORK AND MATERIALS	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	Lump Sum	\$69,152	\$69,152
2	Remove Existing Bituminous Surfacing	500	SY	\$5	\$2,500
3	Remove Existing Concrete Surfacing	1,700	SY	\$8	\$13,600
4	Remove Existing Scale	1	Lump Sum	\$5,000	\$5,000
5	Compaction-Moisture/Density Tests	15	Each	\$150	\$2,250
6	Granular Embedment	100	Ton	\$15	\$1,500
7	Unclassified Excavation	1,000	CY	\$8	\$8,000
8	8" Scarify and Recompact	670	CY	\$3	\$2,010
9	Place Topsoil	125	CY	\$6	\$750
10	Select Engineered Fill	400	Ton	\$16	\$6,400
11	Imported Embankment Material	1,300	CY	\$10	\$13,000
12	Base Course	1,025	Ton	\$19	\$18,963
13	Geotextile Fabric	3,000	SY	\$3	\$9,000
14	8" Portland Cement Concrete Pavement	3,000	SY	\$50	\$150,000
15	Concrete Sampling and Testing	5	Each	\$200	\$1,000
16	4" Concrete Sidewalk	375	SF	\$9	\$3,375
17	Seeding	1	Lump Sum	\$5,000	\$5,000
18	Salvage and Relocate Fire Hydrant	1	Each	\$3,500	\$3,500
19	Storm Sewer Manhole	1	Each	\$3,000	\$3,000
20	4" Dia. Perforated PVC Underdrain Pipe	500	LF	\$15	\$7,500
21	Temporary Scale	1	Lump Sum	\$90,000	\$90,000
22	Heavy Duty Truck Scale w/ Approach Pads	1	Lump Sum	\$175,000	\$175,000
23	Electrical Service/Conduit/Signal System	1	Lump Sum	\$7,500	\$7,500
24	Scale Software/Hardware/Communications	1	Lump Sum	\$30,000	\$30,000
25	Bollards	20	Each	\$500	\$10,000
26	Miscellaneous Site Signage	1	Lump Sum	\$2,000	\$2,000
27	Scale Office Addition	1	Lump Sum	\$45,000	\$45,000
Opinion of Probable Construction Costs =					\$685,000
Design and Bid Phase Services (A/E) =					\$42,000
Resident Engineering and Surveying =					\$21,000
Construction Plans of Record =					\$2,000
Total Engineering =					\$65,000
Opinion of Probable Project Cost (June 2015) =					\$750,000

RESOLUTION #15-20

***AUTHORIZING SUBMISSION OF AN APPLICATION
FOR
SOLID WASTE MANAGEMENT PROGRAM
GRANT FUNDS***

WHEREAS, The *City of Yankton* has identified an need to replace its scale at the Yankton Solid Waste Transfer Station and Recycling Center; and

WHEREAS, The *City of Yankton* proposes to apply to the Department of Environment and Natural Resources (DENR) for Solid Waste Management Program (SWMP) funding to assist in the costs associated with improving its operational capabilities and increase efficiencies; and

WHEREAS, The *City of Yankton* is eligible for Solid Waste Management Program funding assistance for the proposed project; and

WHEREAS, with the submission of the SWMP application the *City of Yankton* assures and certifies that all DENR and SWMP requirements will be fulfilled; and

THEREFORE, BE IT RESOLVED, that the *City of Yankton* duly authorizes the submission of the SWMP application requesting financial assistance in support of the City's current solid waste and recycling operations.

THEREFORE, BE IT RESOLVED, that *Dave Carda, Mayor* be authorized to execute the SWMP application for the *City of Yankton*.

Dated this ____ day of June, 2015

Adopted:

Dave Carda
Mayor

ATTEST:

Al Viereck
Finance Officer

Memorandum #15-146

To: Amy Nelson, City Manager
From: Todd R. Larson, Director Parks and Recreation
Subject: Meridian Bridge Plaza Master Plan Phase II funding
Date: June 10, 2015

There was approximately \$966,000 in the 506.572.389 Downtown Improvements Capital budget in 2014. The Phase I Meridian Bridge Plaza Project has a cost of \$524,433.97. In 2015, there is \$871,700 listed in the CIP for Downtown Improvements which should result in a remaining balance of \$355,256 at the end of Phase I construction. The intent of the master plan for the plaza area was to provide a phased in project that will result in the plaza area being more aesthetically pleasing and an attraction to bring pedestrians, bicyclists, and visitors to the bridge, riverfront, and downtown areas.

The original master plan and visuals were prepared by RDG Planning and Design along with the company managing the bidding process and construction management for Phase 1 at a cost of \$86,310. The City Commission gave direction to the City to have Phase II designed in-house using the RDG master plan. Attached to this memo are the cost estimates for the Phase II improvements as designed by the Parks Department. The total cost estimate for Phase II is \$125,565.

City Staff is recommending the Commission provide comments about the Phase II improvements and determine if Phase II of the master plan should be funded for 2016. Phase II would focus on the area east and west of the upper deck entrance ramp and the area south of Levee Street. The area to the east of the upper deck entrance ramp would include a walking path, Riverwalk sculptures, two coreten steel planters along with stainless steel backsplashes, trees, and an interactive music instrument on the north end. The area to the west of the ramp would include Riverwalk sculptures, two coreten steel planters along with stainless steel backsplashes, and an interactive music instrument on the south end. The area south of Levee Street would include a walking path connecting the current bike trail to the west of the parking lot to the Meridian Bridge trail with the new path passing directly in front of the submarine memorial and the Meridian Bridge plaque and historic light pole. This area would have more benches installed and an interactive music instrument also. The visuals for these ideas can be viewed in the attachments to this memo.

Phase III of the master plan would be improvements to the recently acquired property along the southwest corner of the plaza area. The old storage tanks and concrete have been removed, irrigation has been installed, and grass has been planted. At this time, there is no plan to move forward with a Phase III project. After the first two phases are complete and people have an opportunity to use the new areas then the area for phase III can be re-evaluated and a public discussion can be had about what uses the public would like to see for that area.

Recommendation: It is recommended that the Commission provide comments about the Phase II project and determine if phase II of the master plan should be funded for 2016 in the amount of \$125,565.

Respectfully submitted,



Todd R. Larson
Parks and Recreation Director

I concur with this recommendation.

I do not concur with this recommendation.



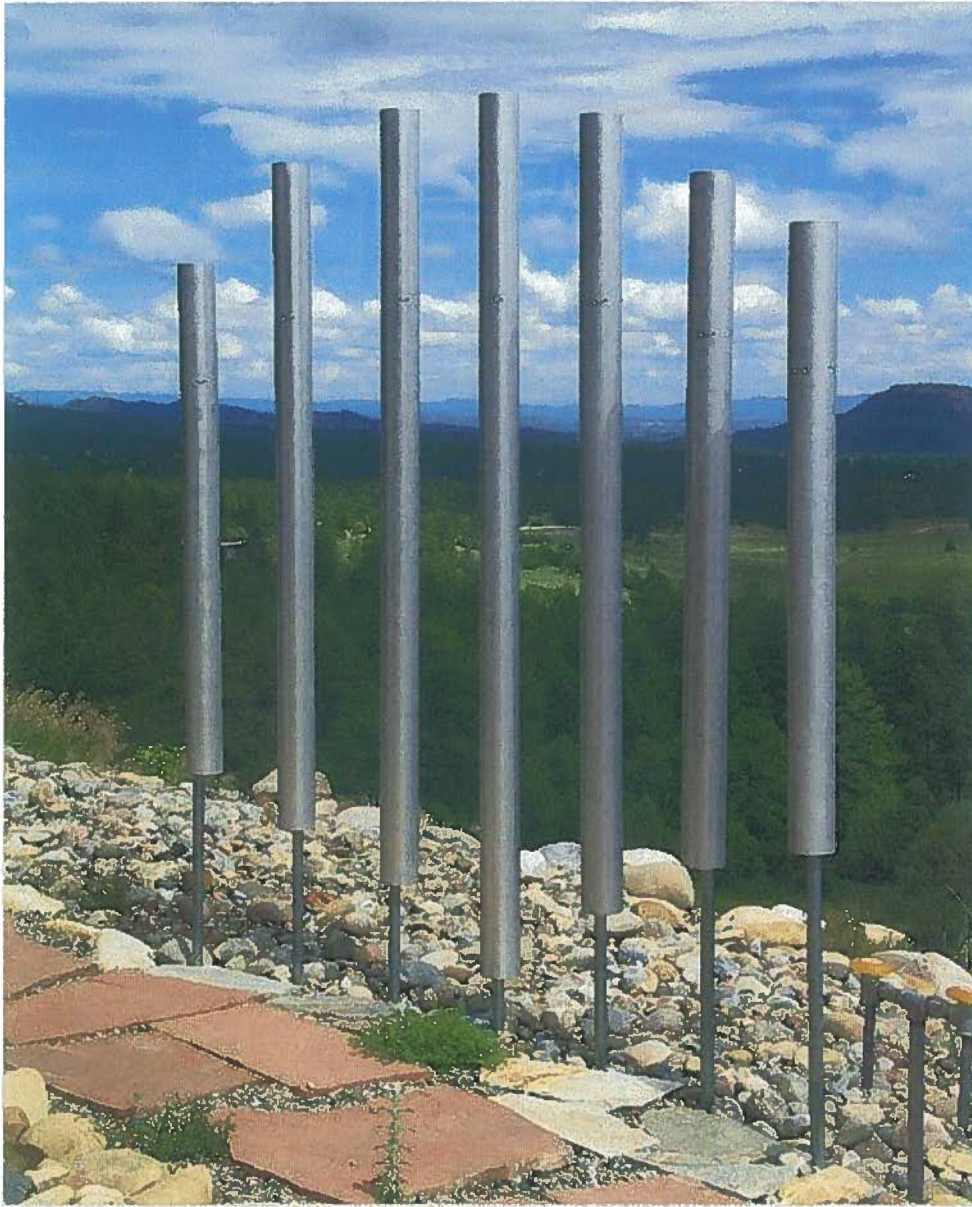
Amy Nelson, City Manager

____ Roll call













Memorandum #15-145

To: Amy Nelson, City Manager
From: Todd R. Larson, Director Parks and Recreation
Subject: Permission to Waive Penalty Fees for Welfl Construction for the Meridian Bridge Plaza Phase I Project
Date: June 10, 2015

There is a substantial completion date of May 1, 2015, written into the contract with Welfl Construction for Phase I of the Meridian Bridge Plaza. There is a \$500/day penalty clause written into this contract. The last timeline received from Welfl Construction shows a June 26, 2015, substantial completion date.

Welfl Construction has submitted a letter asking for a time extension of 56 days for substantial completion. 49 days are due to the discrepancy in the specified fountain equipment per the RDG plans and the fountain equipment supplier used by the Contractor. 7 days are due to the rain delays in the spring of 2015.

RDG has reviewed the request for a time extension and compared Welfl documents with the RDG timelines. The following dates are related to the time extension requested by Welfl Construction:

- Original fountain submittal was sent to RDG on September 11, 2014
- The submittal was responded to by RDG on September 17, 2014. The contractor was directed to revise and resubmit the submittal because it did not conform to the original design.
- A list of changes comparing the original design to the proposed design was provided by Water's Edge to the Contractor and the Client on September 26, 2014.
- The Contractor contacted the Fountain People for pricing on the original bid and the Fountain People stated they revised the original design in order to save costs.
- A request for substitution was sent to RDG on October 6, 2014. The request was to use the Fountain People's design in lieu of the original design by Water's Edge per the RDG plans.
- The substitution request was reviewed at the Construction progress meeting by the City, RDG, and the Contractor on October 23, 2014.
- The Fountain People verified calculation of water drop related to the original design from Water's Edge on October 27, 2014.
- The substitution request was approved by the City and RDG on October 31, 2014.

RDG approves of the 49 day time extension requested by Welfl Construction. If the only time granted is the 49 days, the Liquidated Damages Penalty would go into effect after June 19, 2015 if the project is not substantially complete.

If the City Commission also grants the 7 days of time extension for the rain delays, the Liquidated Damages Penalty would go into effect after June 26, 2015.

Recommendation: It is recommended that the City Commission approve the time extension requested by Welf Construction and establish the new substantial completion date as June 26, 2015.

Respectfully submitted,



Todd R. Larson
Director of Parks and Recreation

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call



800 West 23rd, P.O. Box 60 ☐ Yankton, SD 57078-0060
☐ Phone: 605-665-3258 ☐ Fax: 605-665-9384
☐ E-mail: welfl@iw.net



April 29, 2015

RDG Planning & Design
900 Farnam
Omaha, NE 68102
Attn: Cary Thompson

Re: Meridian Bridge Plaza
Yankton, SD

Dear Cary,

I am writing this letter to serve as a formal request for a time extension for the above referenced project. The reasons for this request is there was a discrepancy in the specified fountain equipment and the fountain equipment supplier.

The original fountain equipment submittal was sent on September 11, 2014. There were several weeks of correspondence between all parties involved and ultimate approval of the substitution was approved and the revised submittal was received by Welfl Construction on October 31, 2014 a difference of 49 days. The items that are embedded in the concrete couldn't be ordered until this was resolved. After final approval it takes approximately 4 to 5 weeks for the embed items to arrive on the job site. By the time the embed items arrived the earth was frozen.

I would like to request an additional 56 days for construction. Feel free to give me a call with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Bender", written over a horizontal line.

Kevin Bender

**Project Extension
Meridian Bridge Plaza
May 6th, 2015**

The following dates are related to the time extension request by Welfl Construction. RDG approves of the time extension requested by Welfl Construction. Liquidated Damages would go into effect after June 19th, 2015 if the project is not substantially complete.

- Original fountain submittal was sent to RDG on September 11th, 2014
- The submittal was responded to by RDG on September 17th, 2014 and the Contractor was directed to revise and resubmit the submittal because it did not conform to the original design.
- A list of changes comparing the original design to the proposed design was provided by Water's Edge to the Contractor and the Client on September 26th, 2014.
- The Contractor contacted the Fountain People for pricing on the original bid and the Fountain People stated they revised the original design in order to save costs.
- A request for substitution was sent to RDG on October 6th, 2014. The request was to use the Fountain People's design in lieu of the original design by Water's Edge.
- The substitution request was reviewed at the Construction progress meeting by the City, RDG and Contractor on October 23rd, 2014.
- The Fountain People verified calculations of water drop related to the original design from Water's Edge on October 27th, 2014.
- The substitution request was approved by the City and RDG on October 31st, 2014.

Memorandum #15-150

To: City Commission
From: Deputy Finance Officer
Date: June 17, 2015
Subject: Surplus Equipment & Vehicles

The City of Yankton has a desire to sell, trade, or dispose of various equipment including vehicles which have been determined to be no longer necessary, useful or suitable for the purpose for which they were acquired. In order for the City to sell, trade, destroy, or dispose of such property the City Commission must declare these items surplus by adopting a surplus property resolution as required by SDCL 6-13-1. Equipment or supplies which are to be destroyed or to be sold at public auction need not be appraised (SDCL 6-13-3). The City will partner with the State of South Dakota-Property Management Division to sell surplus property at public auction on September 23, 2015 at the HSC property/rodeo grounds in Yankton.

Resolution #15-27 declares the equipment and vehicles surplus. Declared property will be disposed of, traded in, or sold by public auction on September 23, 2015 in conjunction with the state auction held on the HSC property/rodeo grounds in Yankton as mentioned above.



Ann Clough
Deputy Finance Officer

Recommendation: It is recommended that the City Commission adopt Resolution #15-27 and authorize the destruction, trade, or sale of surplus property by public auction.

I concur with the above recommendation

I do not concur with the above recommendation



Amy Nelson, City Manager

RESOLUTION #15-27

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 said property shall be disposed of in accordance with SDCL 6-13-1, et sequential:

SURPLUS PROPERTY TO BE SOLD, TRADED, OR DESTROYED

1995 Chevrolet Lumina 4-door passenger car – VIN #2G1WL52M459209824
2000 Caterpillar Motor grader, Model 140H-Serial No. 02K4718
2001 Chevrolet pickup-Model 1500, 4 x 4 – VIN #1GCEK14U31Z264452
1994 GMC Suburban, Model 1500SL – VIN #1GKFKJCK8BRT745660
2008 Ford Crown Victoria police K-9 car – VIN #2FAHP71V48X148298
2011 Ford Crown Victoria police car – VIN #2FABP7BV3BX159613
2 Setina prisoner divides for Crown Victoria police car
2 Havis center consoles for Crown Victoria police car (destroy)
1993 Concrete saw, Target, Model Pr0651126 – Serial No. B372061
1999 Snapper lawn tractor, 14.5 hp, 38” cut, Serial No. LT145H38DRU
4 Tires and wheels 9.00 X 20-straight tread with split rims
8 wheels with 15” rim, white, 8 lug
Tire Cage-steel tube split rim cage
Mower deck-Tiger TM-60, Serial No. T3427
Fleet Roll Tarp for 1-ton dump box
Turfco Sod Cutter – walk behind with Honda 8 hp engine
Roper Tiller – walk behind
1996 Cushman PTO sprayer with monitor, Model Brohill 150 gallon, Serial No. A92030041
1996 Cushman fertilizer spreader, Model Vicon (PTO driven)
4 Anco wiper blades 16” (destroy)
1 Anco wiper blade 20” (destroy)
6 Automotive belts (destroy)
1 Gates V-belt K060594 (destroy)
4 motor seal part #408 (destroy)
11 United fuel mate 930 parts (destroy)
5 Penray transmission sealer and conditioner (destroy)
Infocus projector, Model LP500 – Serial No. AALN24990238 (destroy)
5 chairs – oak frame with light tan vinyl seat and back
2 wooden locking display cases
3 fire extinguisher metal cases – 32” L x 12” H approximately (scrap metal)
Lincoln Arc Welder, Ideal Arc Model DC400 – Serial No. AC 631029, 3PH, 60Hz, 38 amp
1955 Lincoln Arc Welder, 200 amp – Serial No. A279959

1991 Snapper commercial push mower, Model Hi Vac, 5hp self-propelled, Serial No. 16368645
Labconco Dishwasher, Serial No. 30503033 (destroy)
Maytag Washer, front load (destroy)
ISCO Sampler, Model 1680, Serial No. A-71113 (destroy)
ISCO Sampler, Model 1580, Serial No. B-3568-071 (destroy)
Motorola Mag One BPR40 radio, Model AAH84KDS8AA1AN, Serial No. 0278HX3974 (destroy)

Adopted:

Dave Carda
Mayor

Attest:

Al Viereck
Finance Officer

Memorandum #15-151

To: Amy Nelson, City Manager
From: Todd R. Larson, Director of Parks and Recreation
Date: July 2, 2014
Subject: Summit Activities Center Rental Rate Increase

It is the recommendation of the City and School Summit Activities Center Committee to adjust the Summit Activities Center rental rates (attachment 1) to help ease the yearly subsidy from the City's budget and cover the on-going expenses from the School's budget. The SAC rental rates for 2016 that go into effect on July 1, 2016, were approved by both the City Commission and the Yankton School Board in 2014. The proposed rates for 2017 are the rates the City Commission needs to approve at this time. The rate increase from 2016 to 2017 is approximately 3%. The 2017 rates would become effective July 1, 2017.

The City has drafted a two-year rate chart reflecting current and projected rates so all groups will know well in advance what fees they would be subject to for future rentals. Rates would not follow the calendar year. Rates would be effective for the school district's fiscal year from July 1 to June 30 of the next year.

The City of Yankton and the Yankton School District's websites will reflect the new rates and effective date. Rates will be posted in the Summit Activities Center and each future invoice will include an insert with the new fee structure and projections for the upcoming two years.

The City-School Committee believes the proposed SAC rental rates maintain the facility and its offerings as a very good value for anyone in the Yankton area.

It is the recommendation of the City-School Committee to implement the proposed rate structure for 2017 on July 1, 2017.

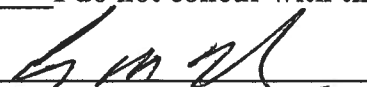
Respectfully submitted,



Todd R. Larson
 Director of Parks and Recreation

I concur with this recommendation.

I do not concur with this recommendation.


 Amy Nelson

6/16/15
 Date

____ Roll call

Summit Activities Center and Yankton High School Schedule of Charges

Effective July 1, 2015- rentals are from time doors are unlocked to time doors are locked- based on custodial pre-event notes and actual times documented

Weekday/Weekend Schedule	July 1, 2016	July 1, 2016	July 1, 2017	July 1, 2017
Main Gym°	Up to 4 Hour Maximum	\$180.00	All DAY	\$285.00
°additional fees apply for sound and light technicians				
Auxiliary Gym		\$155.00		\$260.00
Commons		\$103.00		\$206.00
Theater°		\$180.00		\$285.00
°additional fees apply for sound and light technicians				
YCAH°		\$103.00		\$206.00
°additional fees apply for sound and light technicians				
Educational Classroom°		\$103.00		\$206.00
°additional fees apply for sound and light technicians				
Hallway for concessions				\$64.00
Lockers (1)				\$49.00

ALL RENTALS- Additional fees apply for set-up, clean-up and custodial work in all areas based on actual hours worked by event support staff. Support staff charges will be \$19/labor hour (plus applicable sales tax).

The four areas below are handled by the SAC staff.

***applies to all days of year	Hourly	Up to 4 Hour Maximum	All DAY
Meeting Room (One)	\$ 15.00 \$	50.00 \$	90.00
Wrestling Area	\$ 20.00 \$	60.00 \$	110.00
Open Court Space	\$ 20.00 \$	60.00 \$	110.00
Water Activities Area*	2 guards= \$100	3 guards= \$125	4 guards= \$150

*water area rentals are charged per hour by number of guards

\$20/hour (plus applicable sales tax)

Summit Activities Center and Yankton High School Schedule of Charges

Effective July 1, 2015- rentals are from time doors are unlocked to time doors are locked- based on custodial pre-event notes and actual times documented

July 1, 2017 July 1, 2017

4 Hour All DAY

July 1, 2016 July 1, 2016

Up to 4 Hour Maximum All DAY

(Veteran's Day, Thanksgiving Friday, Christmas Eve, New Year's Day, President's Day, Good Friday, Easter Monday)

Main Gym ^o	\$258.00	\$358.00	\$266.00	\$366.00
^o additional fees apply for sound and light technicians				
Auxiliary Gym	\$206.00	\$306.00	\$212.00	\$312.00
Commons	\$180.00	\$280.00	\$185.00	\$285.00
Theater ^o	\$258.00	\$358.00	\$266.00	\$366.00
^o additional fees apply for sound and light technicians				
YCAH ^o	\$180.00	\$280.00	\$185.00	\$285.00
^o additional fees apply for sound and light technicians				
Educational Classroom ^o	\$180.00	\$280.00	\$185.00	\$285.00
^o additional fees apply for sound and light technicians				
Hallway for concessions		\$124.00		\$128.00
Lockers (1)		\$93.00		\$96.00

ALL RENTALS- Additional fees apply for set-up, clean-up and custodial work in all areas based on actual hours worked by event support staff. Support staff charges will be \$28/labor hour.

\$29/hour

City of Yankton and the Yankton School District can use facilities with no charge as co-owners.

Holiday closed dates for the SAC facilities (include set-up, take down days, snow and ice removal):
4th of July, Labor Day, Thanksgiving, Christmas Day, Easter Sunday, Memorial Day.

Memorandum #15-153

To: Amy Nelson, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for the Park Street Pavement Project from 3rd Street to 4th Street
Date: June 15, 2015

Construction contract bids were received on June 15, 2015, for the Park Street Pavement Project from 3rd Street to 4th Street. The scope for this project includes replacing portions of the curb, which has deteriorated, along with installing a 6" PCC pavement section.

The bids received are listed below:

- | | |
|---|--------------|
| 1. Masonry Components, Yankton, SD | \$ 71,802.30 |
| 2. Thorstad Construction, Dell Rapids, SD | \$116,609.30 |

Masonry Components is a local contractor. They have successfully completed City projects, ranging from simple sidewalk projects to large, multi-block reconstructs.

The low bid of \$71,802.30 is \$2,654.30 more than the engineer's estimate of \$69,148.00. A possible contributing factor for the higher cost may be the size of the project. The area of the project is a small footprint and will require more handwork than normal.

The project budget is \$133,000 and adequately covers the low bid amount. It is recommended that the bid be awarded to Masonry Components, in the amount of \$71,802.30.

Respectfully submitted,

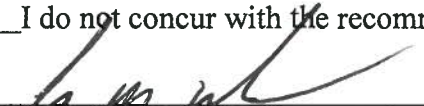


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission award the contract to Masonry Components, in the amount of \$71,802.30, as explained in Memorandum #15-153.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson - City Manager

cc: Kevin Kuhl, PE

____ Roll call

Memorandum #15-152

To: Amy Nelson, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for the 5th Street Reconstruction from Mulberry Street to Burleigh Street
Date: June 15, 2015

Construction contract bids were received on June 15, 2015, for the 5th Street reconstruction project from Mulberry Street to Burleigh Street. The scope for this project includes replacing the existing road surfaces with a 6" concrete pavement. Installation of new curb and gutter will also be completed under this contract.

The bids received are listed below:

- | | |
|---|--------------|
| 1. D&G Concrete Construction, Sioux Falls, SD | \$247,225.20 |
| 2. Masonry Components, Yankton, SD | \$253,087.15 |
| 3. Thorstad Construction, Dell Rapids, SD | \$334,784.85 |

The general contractor, D&G Concrete Construction, has successfully completed City projects in past years, as well as other municipal projects in surrounding communities. They were involved in the paving of Douglas Avenue and 33rd Street, during the Menards construction.

The subcontractor that D&G Concrete Construction intends on using is Slowey Construction from Yankton. They will be completing the removals and providing the hauling of materials for the project.

The low bid of \$247,225.20 is \$9,029.65 less than the engineer's estimate of \$256,254.85. Public Works recommends that the bid be awarded to D&G Concrete Construction in the amount of \$247,225.20.

Respectfully submitted,



Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission award the contract to D&G Concrete Construction, in the amount of \$247,225.20, as explained in Memorandum #15-152.

I concur with the recommendation.

I do not concur with the recommendation.


 Amy Nelson - City Manager

cc: Kevin Kuhl PE

____ Roll call

Memorandum #15-155

To: Amy Nelson, City Manager
From: Bradley Moser, Civil Engineer
Subject: Approval of Change Order No. 2 for the Douglas Avenue and Wilson Road Paving Project
Date: June 17, 2015

Attached for commission consideration is Change Order No. 2 for the Douglas Avenue and Wilson Road Paving project. The proposed additional amount of \$130,884.75 would increase the contract price to \$1,995,347.70. Construction costs to date including this change order are under the budgeted amount of \$2,400,000.00

As shown on the change order there are five proposed changes to the contract. The first four items listed (item #'s 122, 148, 149 and 150) are items associated with groundwater and unstable soil conditions. The final item an additional \$3,467.65 for tree removal, is needed to provide better grading in the right-of-way.

The change order and the attached memorandum from Geotek provide a detailed description of the conditions that are hindering the construction along Wilson Road. High ground water creating poor soil conditions has been encountered and must be mitigated prior to installing the concrete street section. These conditions had not been detected during soil borings or during the work completed this year on Douglas Avenue.

The recommended drain tile, granular subbase and special excavation additions would be utilized to bridge the poor soils and to drain groundwater to eliminate future failure of the pavement. The amount of aggregate base decreases due to the granular material being substituted for that material.

City staff has reviewed the change order and recommend its approval.

Respectfully submitted,

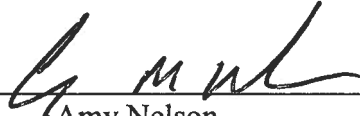


Bradley Moser
Civil Engineer

Recommendation: We recommend that the City Commission approve Change Order No. 2, for the Douglas Avenue and Wilson Road Paving Project as detailed in Memorandum #15-155.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson
City Manager

cc: Kevin Kuhl

____ Roll call

CHANGE ORDER

PROJECT TITLE: Douglas Avenue and Wilson Road Paving Project CHANGE ORDER NO.: 2

PROEJCT NO: Y14215 DATE: June 12, 2015

DESCRIPTION:

Add the following items to the project: (1) Reduce the aggregate base course thickness to 4" from Station 42+70 to Station 55+06 along Wilson Road; (2) Install 6" drain tile using the typical section shown in the original plans along Wilson Road from the west end to Station 55+06; (3) Install 8" inches of granular subbase as per the attached Geotek Engineering gradation specification to bridge unstable soils from Station 42+70 to Station 55+06 along Wilson Road; (4) Complete the special excavation necessary to remove the soil for placement of the granular subbase from Station 42+70 to Station 55+06 along Wilson Road; and, (5) Remove the trees and shrubs in the north ditch of Wilson Road.

Item No.	Description	Quantity	Unit	Price	Total
122	Aggregate Base Course – Owner Furnished	-1,310	Ton	\$7.25	(\$9,497.50)
148	6" Drain Tile (Includes coring into inlets)	2,396	Ft	\$20.15	\$48,279.40
149	8" Granular Subbase	2,640	Ton	\$31.35	\$82,764.00
150	Special Excavation	656	CuYd	\$8.95	\$5,871.20
151	Tree Removal	1	LS	\$3,467.50	\$3,467.65
				Total	\$130,884.75

Total Amount of this Change Order \$130,884.75

JUSTIFICATION:

While excavating the soil on Wilson Road, very high groundwater was encountered along with very unstable soil conditions. These soil conditions did not show up in the soil borings that were completed along the project route in the Fall of 2014 and were therefore unforeseen conditions.

Geotek Engineering was called to the site to analyze the situation. Their recommendation is to bridge the high groundwater and unstable soils using 8" of granular subbase material and 4" of aggregate base course. They also recommend installing drain tile along each side of the road to keep water out of the aggregate base course that could lead to premature failure of the pavement in the future. See the attached Memorandum from Geotek Engineering dated June 5, 2015 for additional information.

The trees in the ditch need to be removed to place fill for the roadway.

Original contract amount:	<u>\$1,857,653.59</u>
Current contract amount adjusted by previous change orders:	<u>\$1,864,462.95</u>
Contract amount due to this change order will be increased by:	<u>\$ 130,884.75</u>
Contract amount including this change order will be:	<u>\$1,995,347.70</u>

Contract Time will be increased by 17 days.
Substantial Completion Date for all work will be October 18, 2015.
Final Completion Date for all work will be November 18, 2015.

APPROVAL:

ORDERED BY: _____
City of Yankton

ACCEPTED BY: Alan Polak 8/15/15
Contractor

RECOMMENDED BY: Keith DeJong
Consulting Engineer



**GEOTEK ENGINEERING
& TESTING SERVICES, INC.**
909 East 50th Street North
Sioux Falls, South Dakota 57104
605-335-5512 Fax 605-335-0773

Memorandum

To: City of Yankton, Attn: Brad Moser
From: Jared Haskins, PE
Subject: Proposed Street Reconstruction & Extension
Wilson Road & Douglas Avenue
Yankton, South Dakota
GeoTek #15-267
Date: 6/5/15
Cc: Eisenbraun & Associates, Attn: Keith DeJong & Will Newbold

This correspondence is pursuant to Eisenbraun & Associates' request to observe the condition of the subgrade soils on Wilson Road. The original design section consists of 8 inches of concrete over 8 inches of aggregate base course materials. A geotextile fabric will also be installed beneath the aggregate base course materials.

Our site visit occurred around 9:00 am on June 5, 2015. At the time of our visit, the majority of the roadway (Wilson Road) had been graded to near finished subgrade level. We walked the roadway with Keith DeJong and Will Newbold of Eisenbraun & Associates. While walking the site, we observed some rutting and cracking of the subgrade.

We performed several shallow hand auger borings at various locations into the underlying subgrade. The majority of the hand auger borings encountered wet/soft clay soils. Shallow groundwater was also encountered at the west hand auger boring. We estimate the moisture content of the underlying subgrade to be 4 percent to 6 percent above the material's optimum moisture content. It is our opinion that the current condition of the subgrade is unsuitable for support of the anticipated traffic loads.

Since drying of the subgrade soils may not be practical with the current groundwater levels at portions of the site, we recommend the use of a granular subbase. We recommend that the granular subbase have a minimum thickness of 8 inches. The thickness of the granular subbase may need to be increased based on the severity of the subgrade condition. With the granular subbase, a reduction of the aggregate base course materials could be made. We recommend that the section consist of 8 inches of concrete over 4 inches of aggregate base course materials over 8 inches of granular subbase. With the modified section, the geotextile fabric should be installed beneath the granular subbase.



**GEOTEK ENGINEERING
& TESTING SERVICES, INC.**
909 East 50th Street North
Sioux Falls, South Dakota 57104
605-335-5512 Fax 605-335-0773

Memorandum

The granular subbase should consist of crushed quartzite, recycled concrete or a crushed pit-run material meeting the gradation specifications shown in Table 1.

Table 1. Granular Subbase Gradation Specifications

Sieve Size	Percent Passing
4-inch	100
1-inch	40 – 80
#4	10 – 50
#40	5 – 20
#200	0 – 10


The granular subbase should reach a compaction level of at least 97 percent of standard Proctor (ASTM:D698); however, compaction testing may not be practical due to the large aggregate.

Track-driven dozers or excavators with smooth-edged buckets should be used for the removals in order to minimize the disturbance of the subgrade soils. Rubber-tired equipment should not be used.

It also may be beneficial to install drainage pipes within the granular subbase layer along the edges of the roadway. The drainage pipes should be connected to a suitable discharge system.

We trust this correspondence provides you with the needed information. If there are any questions or comments, please contact our office.

Memorandum No. 15-157

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Appointment to Railroad Authority
DATE: June 17, 2015

At the May 26, 2015 City Commission Meeting, the City Commission approved the Agreement Establishing the Yankton Regional Railroad Authority. As part of this Railroad Authority, the City Commission has submitted the names of Amy Nelson and Chris Ferdig as its representatives. Yankton County has submitted the names of Debra Bodenstedt and Don Kettering as its representatives. In order to select the joint City and County Representative, the County Commission shall approve and submit a list of names of at least four (4) acceptable individuals to the City Commission. The City Commission may approve one name from that list as the final Representative or direct the County to approve and submit another list of names of at least four (4) acceptable individuals for consideration by the City Commission.


Attached to this Memorandum is the material provided by Yankton County Commission from their meeting on June 2, 2015. Yankton County has submitted the following names: Jeff May, Steve Weiland, Tom Noecker and Brian Strahl, of which one name will be chosen to be the Joint City/County Representative.

Attorney DenHerder will be able to again respond to questions from his research at the meeting regarding the Railroad Authority.

Recommendation: Discuss the list of names for appointment and appoint one name from the list of names that Yankton County has submitted to be the Joint City/County representative or direct Yankton County to submit another list of names for consideration.

Action 15220C: A motion was made by Bodenstedt and seconded by Freng to submit four individuals, Jeff May, Steve Weiland, Tom Noecker and Brian Strahl to the City of Yankton, from which they will choose one, to serve on the joint Yankton County and Yankton City Railroad Authority Board. All present voted aye; motion carried.

Memorandum No. 15-156

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Strategic Planning
DATE: June 17, 2015

Attached is an updated proposal from Patrick Ibarra of the Mejoranda Group to conduct a two-day strategic planning process for the City of Yankton. As you will recall, I had previously brought this to the Commission for consideration and at that time the vote was to not move forward with the proposal.

Since that time, the Commission has asked me to approach strategic planning again and include in the strategic planning process a community engagement component. As you read this recommendation, you will see that the revised proposal does include a community involvement aspect.

I would recommend funding this through Professional Services in the City Manager's Budget. If grants are identified, they will be applied for. If strategic planning is performed in this fiscal year, the balance could be supplemented at the end of the year.

This is unbudgeted in 2015. While there exists a selection of dates in the proposal, the preference due to the City of Yankton's calendar right now is January 7-8, 2016. If approved, the 2016 budget proposal will accommodate this expenditure.

Recommendation: Discuss and provide direction to staff.



mejorando group

Proposal

April 14, 2015

City of Yankton

Facilitation Services

Submitted By:

Patrick Ibarra
The Mejorando Group
7409 North 84th Avenue
Glendale, AZ 85305
925-518-0187

www.gettingbetterallthetime.com



BACKGROUND

“Patrick Ibarra brought a new level of strategic thinking to our strategic planning process. He stretched our minds, helped bridge the gap between council members and City staff, and made sure we ended up with a set of goals that could be realistically accomplished. Patrick really brought his knowledge of how cities work to our process, and opened the door for our continuous improvement. I’d recommend Patrick and his team to anyone who wants to bring new energy and productivity to their strategic planning process.”

Tim Reed, Mayor
City of Brookings, South Dakota

Organizations, such as the City of Yankton, are continually presented with unexpected opportunities and unanticipated problems. Hard choices must be made, sometimes quickly, often under conditions in which little is certain. It can be easy to become distracted by these challenges expending time, money, and energy on activities that divert people’s attention from the organization’s principal goals. To avoid these distractions, organization members need to understand clearly what the organization’s goals are and what it will take to achieve them.

This is where convening members of the city commission and city staff is beneficial. Assembling this group allows leaders to make fundamental decisions that guide them to a developed vision of the future. Few forums can have as powerful an effect on organizational direction as well-executed Strategic Planning meetings. With suitable planning, these gatherings can re-energize and re-focus a governing body. Engaging in discussions about the organization’s future can also prompt appropriate mid-course corrections.

FACILITATION SERVICES

We refer to off-site meetings we design and facilitate as an Advance as opposed to a Retreat, the commonly referred term applied to these types of meetings. Our approach enables a group to focus on future conditions and generate progressive strategies and innovative tactics to effectively anticipate and respond to those often changing circumstances. This results in a proactive and dynamic approach to sustaining a high-quality, high-performance organization.

Selection of a facilitator is a key to successful off-site meetings. Experienced facilitators ensure all points of view are aired and considered. We utilize thought-provoking and relevant exercises to actively engage the group, use consensus decision-making techniques, guide group discussions to stay on track, manage conflict using a

collaborative approach, and create an environment where members enjoy a positive, growing experience while they work to attain group goals.

Patrick Ibarra is extremely effective as a guide and catalyst partnering with groups by utilizing his in-depth understanding about local government operations with a highly interactive, thought-provoking and practical approach to group facilitation. The result is a unified group recommitted to tackling, with a laser-like focus, today's toughest challenges confronting local government leaders.

The **Scope of Services** includes the following:

- Essential to ensure the content of the Advance meeting is aligned with the expectation of members of the governing body, individual meetings will be held by telephone with each member. The purpose of each one-on-one meeting is to elicit their perspectives about a variety of issues that will/may serve as the focus of the Advance meeting. Conferring with key stakeholders prior to the actual off-site meeting can be quite beneficial in generating positive support for the meeting, as well as to better determine which issues should be addressed at the meeting. Each one-on-one meeting will be approximately one-hour in length.

Subsequent to the meeting and prior to the Advance meeting, a summary of the one-on-one meetings will be provided along with a suggested agenda for the off-site meeting. This will be reviewed and finalized with the City Manager.

- Design and facilitate one all-day meeting with the Executive Leadership Team (ELT) which includes the City Manager and Department Directors on the day prior to the Advance meeting of the Mayor and Commission. The purpose is to evaluate the current strategic plan and identify recommendations of potential changes. This meeting will be summarized and provided the subsequent day to the Mayor and Council as input for their discussions during their meeting.
- Facilitate one community meeting that will be held the evening of the Advance meeting with the ELT. The purpose is to obtain a sample of public input on their ideas and desires on how to build an even stronger community. Input provided will be summarized and shared at the next day's Advance meeting with the Mayor and City Commission.
- Facilitate a one-day Advance meeting of the governing body, city manager and others to be determined.

This engagement will involve facilitating the meeting by utilizing an approach that encourages the full participation of attendees, creates a relaxed and productive meeting environment, and keeps the group on-track with accomplishing agreed upon objectives. During the Advance meeting, a variety of tools and techniques

will be employed to actively engage the participants and ensure outcomes are achieved. These may include:

- Case studies
 - Small group/partner exercises
 - Handouts
 - Written exercises
 - Group discussions
- Following the Advance meeting, a phone call with the city manager will be held to debrief the meeting.

The outcome of these Advance meetings is to create a consensus on the future challenges confronting the community of Yankton, the role the City organization plays in responding to current and potential challenges/issues, prioritizing goals including specific activities intended to impact those challenges and adopt a realistic and meaningful schedule in the undertaking of services and projects which support those goals.

FEE

The Fee for providing services is as follows:

- Conduct individual meetings with members of the governing body to obtain their input.
- Design and facilitate one all-day Advance meeting to engage the City Manager and department directors.
- Design and facilitate one evening community meeting to obtain public input.
- Design and facilitate one all-day Advance meeting involving members of the governing body, City Manager and Department Directors.
- Participate in post-Advance telephone briefing with the City Manager
- Fee is \$13,000

Reimbursement for reasonable and customary travel expenses is in addition to the stated fee.

DATES AVAILABLE

The request is for a Thursday-Friday combination:

- October 15 and 16, 2015
- November 5 and 6, 2015
- January 7 and 8, 2016

REPRESENTATIVE EXPERIENCE

*“After I was elected I was surprised to find out the City never had a comprehensive strategic plan. The Mayor and all the other commissioners agreed that we should have a roadmap in place for what we want the city to look like in five to ten years, especially because we’re experiencing rapid growth in the current oil boom. Patrick Ibarra had a clear vision for making the **strategic planning process** work so we could discover our own answers, and he made effective use of Facebook and other social media tools to promote the project and gather public input. The response has been tremendous...we have a real sense of ownership of the strategic plan, and we’re looking forward to using it to build a stronger community.”*

Josh Askvig, City Commissioner
City of Bismarck, North Dakota

City of Brookings, South Dakota (pop. 22,943)

Beginning in 2010, continuing each year since the City of Brookings retained Patrick Ibarra of the Mejorando Group to design and facilitate a forward-thinking strategic planning process that involved governing body members, the city manager and department directors. The outcome was the creation of a robust plan of action including scheduled targeted activities designed to accelerate the organization’s growth and prosperity

City of Bismarck, North Dakota (pop. 67,034)

The City of Bismarck retained Patrick Ibarra of the Mejorando Group to design and facilitate the City’s inaugural Strategic Planning process. Activities included preparing agendas and facilitating meetings of the Project Team, partnering with the PIO to craft and implement a highly interactive community involvement strategy blending social media and conventional methods such as meetings, and providing briefings and facilitating interactive meetings with members of the governing body. The result was a robust, forward-looking strategic plan which includes a powerful Vision, Values which create a shared understanding between the community of Bismarck and its local government, a Mission to activate members of the City workforce, audacious goals accompanied by time-linked objectives and a meaningful monitoring process to evaluate progress.

City of Portland, Texas (pop. 15,711)

The City of Portland retained Patrick Ibarra in 2015 to design and facilitate a Strategic Planning Advance meeting with members of the governing body, city manager and department directors, as well as facilitate a full-day meeting of executive members that

was focused on leadership development. The purpose was to help clarify a shared direction including goal setting for a rapidly growing community.

City of Seguin, Texas (pop. 26,660)

The City of Seguin retained Patrick Ibarra in 2014 to design and facilitate a Strategic Planning Advance meeting with members of the governing body, city manager and department directors. The purpose was to help clarify a shared direction including goal setting for a rapidly growing community.

City of Maricopa, Arizona (pop. 45,508)

The City of Maricopa retained Patrick Ibarra in 2012, 2013 and again in 2014 to design and facilitate a Strategic Planning Advance meeting with the Mayor, Councilmembers and members of the City's executive team (i.e. City Manager and department directors) who serve in a rapidly growing community. The purpose was to update the current Strategic Plan with a special emphasis on economic development, public improvements and growth strategies.

City of Bainbridge Island, Washington (pop. 23,196)

The City retained Patrick Ibarra in 2014 and 2015 to design and facilitate a Strategic Planning Advance meeting with the Mayor, Councilmembers and members of the City's executive team (i.e. City Manager and department directors) who serve in a rapidly growing community. The purpose was to update the current Strategic Plan with a special emphasis on economic development, public improvements and growth strategies.

City of Chandler, Arizona (pop. 249,146)

The City of Chandler retained Patrick Ibarra in 2015 to design and facilitate a Strategic Planning Advance meeting with members of the governing body, city manager and department directors. The purpose was to unify a newly formed governing body towards a shared approach in building a stronger community.

DESCRIPTION OF THE MEJORANDO GROUP

Founded in 2002, the Mejorando Group is a consulting practice focused on improving the performance and effectiveness of public sector organizations. Offering consultation, facilitation, and training the Mejorando Group values building and sustaining customer relationships by helping align your most important resource – your people – so that your organization moves faster and more effectively toward accomplishing your goal of high-quality public service. **We take our name from the Spanish word, Mejorando, which translated means “Getting Better All The Time.” This reflects our commitment to our approach with clients who are seeking new ways to improve constantly.**

We feature a proven record of partnering with organizations through the myriad of issues influencing individual performance, group/team interactions, and overall organizational effectiveness. Our “hands-on” approach and ability to collaborate with all levels, from field personnel to executive management, enable us to integrate strategy, structure, process, quality, and culture to the desired end: optimal performance.

The Mejorando Group is a sole proprietor business structure, augmented with a solid group of professionals that have served as executives and managers in organizations from both the public and private sector, and together have several years of experience working in all aspects of local government management. As a result, we bring you extensive experience, breadth of expertise, strong people management skills, seasoned judgment and a valuable perspective that provides for an immediate connection with your organization’s employees.

Our full range of services includes the following:

- Facilitation – Our approach to facilitation, from team building to strategic planning, enables a group to focus on future business conditions and generate progressive strategies and innovative tactics to effectively anticipate and respond to those often changing circumstances. This results in a proactive and dynamic approach to sustaining a high-quality, high-performance organization. We are certified in Facilitation Skills from Development Dimensions International (DDI).
- Organizational Effectiveness and Process Improvement – We review and analyze various functional areas within an organization to help discover more effective ways to manage and perform management and organizational activities. The Mejorando Group helps organizations succeed in their efforts to excel by utilizing a results-oriented approach that assesses the current effectiveness of human capital, business strategies, structures, programs, work processes, and measurement systems. Strategies and tactics are provided to disrupt the status quo, and breakthrough practical solutions are implemented to align the organization’s people and work processes toward high performance

- Change Management - Managing change is the most important aspect of any effort to improve employee performance and organizational effectiveness. We view change management as a process and help to guide implementation of change initiatives by utilizing and engendering in others the methods, tools, and expertise which focus on both the human and organizational aspects of the change. We provide a series of sequenced actions that will effectively disrupt the status quo and implement sustainable change.

- Talent Management Programs and Services:
 - Succession Planning Programs – We are one of the country’s leading experts in effectively addressing the impacts from the changing workforce and designing succession planning programs. Our approach is systematic and comprehensive and was the recipient of the Most Innovative Award presented by the Texas Municipal League. Mr. Ibarra is frequent speaker on this topic at national conferences and has published several articles, as well. We design and implement all aspects of a robust Succession Planning Program which focuses on establishing job-level Competencies and recommending targeted improvements to Recruitment, Selection, Leadership Development, Workforce Training, and Promotional processes – in which all are synchronized towards equipping an agency’s workforce with the skills and capabilities to maintain high-quality service delivery and effective local government.

 - Training/Learning – Design and Delivery - We develop training/learning strategies, design workshops, deliver and evaluate training, and provide coaching to executives and managers. Our “instructor-led, participant centered” approach to training limits lecture and focuses on using a variety of instructional methods (e.g. discussions, video-clips, case studies, small group exercises, handouts to complete, skill-practices, and group discussions) to maximize the use of Adult Learning. Our goal is for participants to master the knowledge, skills and behaviors emphasized in the training program and apply them to their day-to-day activities. We feature over forty (40) competency-based training workshops for workforce members from all areas of your organization, front-line to executives.

 - Leadership and Management Academy(ies) – We design and implement Leadership and Management Academies including assisting with candidate selection processes, curriculum development, training delivery including an on-line/web-based component, and facilitation of action learning teams.

 - Coaching – We provide coaching services to middle and senior level managers and seasoned executives designed to improve individual

performance and organizational effectiveness. We are certified in Performance Assessment (i.e. 360-degree feedback processes) from the Center for Creative Leadership.

- Mentoring Programs – We design and implement award-winning Mentoring Programs that reflect an organization’s culture and match leaders as mentors with those employees interested in accelerating their performance and career trajectory.
- Knowledge Transfer – We provide leading edge practices enabling organizations to effectively transfer high value tacit knowledge essential for business continuity. Knowledge Transfer is a rapidly growing occurrence within forward-thinking organizations concerned about the mitigating the impacts of the departure of seasoned employees.

Visit our [website](#) which provides general information on our firm, services we provide, list of clients, and resources such as articles we have authored. Please visit our site on [Facebook](#) for the latest solutions to the most pressing challenges confronting government leaders. Finally, each quarter we author an e-newsletter, "[Moving Forward](#)" distributed to over 4,000 public sector professionals providing a path forward through the turbulent times impacting government.

PROFILE

PATRICK IBARRA **Co-FOUNDER AND PARTNER, THE MEJORANDO GROUP**

As co-founder and partner, Patrick Ibarra specializes in creating innovative solutions for public sector agencies including municipalities, counties, special districts, and state agencies. He is responsible for Talent Management (i.e. Workforce and Succession Planning), Facilitation and Organizational Effectiveness services. As a Consultant and Manager in both public and private sector organizations, **including as a city manager and human resource director**, Mr. Ibarra brings organizations over 29 years of experience and a shared understanding of the particular demands and constraints placed on organizations and their employees.

Patrick is an entrepreneur of ideas who brings a valuable perspective to his work with governments – recognizing their uniqueness while implementing leading edge solutions designed to achieve sustainable change and improved performance. With over 15 years of experience serving in four cities of varying size he effectively blends his background serving in government with his seasoned experience as an external consultant by providing a valuable perspective in partnering with government leaders. He possesses an in-depth understanding of the daily workings of the public sector – political aspects, the role of budgets, constantly shifting priorities, the influence of internal and external stakeholders, and managing delivery of essential services and programs – that is woven seamlessly together enabling his advice and recommendations for improvement to succeed. Mr. Ibarra’s perspective and experience are enormously helpful as he partners with government leaders in co-creating ambitious and practical approaches to performance improvement.

A Speaker, Author and Conference Presenter, Mr. Ibarra also serves on the adjunct faculty staff at Arizona State University. He teaches courses on organizational change.

Employment History

- The Mejorando Group Consulting Practice, Co-Founder and Partner
- City of Port Angeles, Washington City Manager
- City of Mason, Ohio Assistant City Manager/Human Resource Director
- City of Emporia, Kansas, Management Assistant, Office of the City Manager

Education

- Master of Human Resources and Organization Development, University of San Francisco
- Master of Public Administration, Arizona State University
- Bachelor of Science degree, Political Science, Central Missouri State University
- Graduate of the University of Virginia Senior Executive Institute for Public Service
- Certificate in Training and Human Resource Development, University of California-Berkeley
- Certified to administer Assessment and Performance Support tools, Center for Creative Leadership
- Certified Facilitator, Development Dimensions International

Publications (sample listing)

- “Career Management in the 21st Century” Texas Town and City February 2015 issue
- “Retaining A+ Performers in the Finance Department” February 2015 issue of Government Finance Review published by the Government Finance Officers Association
- “What Government can learn from the Culture of Apple” January 20, 2015 issues of Governing.com
- “How Governments Can Hold Onto Their Top Performers” October 1, 2014 issue of Governing.com
- “Planting the Seeds to Harvest Innovation” June 11, 2014 issue of Governing.com
- “The Future of Government: Me and My Career” March/April 2014 issue of California Special Districts Association Magazine
- “The Amazon-ification of Government and Why We Need More Of It” March 19, 2014 issue of Governing.com
- “Turning Your Organization into a Talent Magnet” February 2014 issue of Government Finance Review published by the Government Finance Officers Association
- “Government’s Crucial Employer Brand” December 11, 2013 issue of Governing.com
- “Running Government Like a Start Up” June 28, 2013 issue of Governing.com
- “Knowledge Management: Transfer It Before It’s Too Late” June 2013 issue of IPMA-HR News published by the International Public Management Association for Human Resources (IPMA-HR)
- “The Next Government Workforce” October 24, 2012 issue of Governing.com
- “Talent Management: The Next Phase of Succession Planning” September 2012 issue of IPMA-HR News published by the International Public Management Association for Human Resources (IPMA-HR)

Conference Presentations - 2015

- Arizona Association of Economic Development
- FBI National Academy Associates
- Idaho City/County Management Association
- International City/County Management Association
- League of California Cities
- National Public Employer Labor Relations Association
- Oregon Records Association
- Washington Municipal Clerks Association

Memorandum #15-147

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community Development Director
Subject: Planning Commission Action / Resolution #15-25
 Yankton Tax Incremental District Number Six
Date: June 9, 2015

The Planning Commission recommended approval of Tax Incremental District Number Six at their meeting on May 26, 2015. The action was subsequent to the required notification and public hearing process. The Planning Commission's recommendation included:

- Naming the district.
- Establishing the district boundaries.
- Establishing the criteria under which the district is eligible.
- A recommendation on the attached plan.

The Resolution establishes the district and the plan does a good job of outlining the items that are under review as a part of the process. South Dakota Codified Law (SDCL) allows for consideration of the plan simultaneously with the other required actions if the plan is ready. In this instance we are moving forward with consideration of all four items concurrently because the plan is ready.

There is also be an agreement associated with the creation of the TID. Attached is the TID Agreement that was prepared by Attorney Todd Meierhenry approved by the YAPG Board at their meeting on June 8th. The agreement stipulates that the City will not incur any debt related to the project and be held harmless in all respects. Exhibit A of the agreement is non-essential to the City but has been included in case YAPG needs it for their lending institutions. It will only be executed if needed.

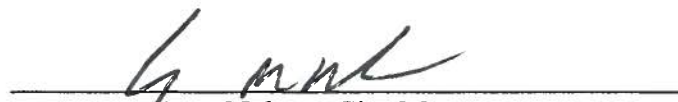
Respectfully submitted,


 Dave Mingo, AICP
 Community Development Director

Recommendation: It is recommended that the City Commission approve the referenced Tax Incremental District Number Six by passing Resolution #15-25 and also authorize the execution of the associated TID agreement.

I concur with this recommendation.

I do not concur with this recommendation.


 Amy Nelson, City Manager

Roll Call

RESOLUTION #15-25

RESOLUTION PROVIDING FOR THE CREATION OF TAX INCREMENTAL DISTRICT NUMBER SIX, CITY OF YANKTON, APPROVAL OF TAX INCREMENTAL DISTRICT SIX PROJECT PLAN

WHEREAS, the Planning Commission has recommended the creation of a Tax Incremental District Six and adoption of a project plan for said district, and

WHEREAS, the City of Yankton has the power, pursuant to SDCL § 11-9-2, to create the Tax Incremental District Number Six, City of Yankton and define its boundaries, and

WHEREAS, the City of Yankton pursuant to SDCL § 11-9-17 has the power to adopt a project plan for the district, and

THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The City declares the necessity for the creation of the Tax Incremental District Number Six in the City of Yankton pursuant to SDCL 11-9. Further, the City finds that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for economic development within the city.
2. **Findings of Eligibility.** The City Commission makes the following findings with regard to blight:
 - a. More than 25% of the property in the District is a blighted area;
 - b. Improvements to the District are likely to add thousands of dollars assessed valuation to the district and will significantly and substantially enhance the value of all property in the district;
 - c. There is a reasonable likelihood that there will be multiple structures built in the District.
 - d. The aggregate assessed value of the District plus the tax incremental base of all other existing districts in the City does not exceed ten percent of the total assessed valuation in the City.
 - e. The District is open bare land void of site improvements which impairs the sound growth of the City.
 - f. The District lacks adequate water connections which substantially impairs the sound growth of the District.
 - g. There exist inadequate street layouts which retards the provision of residential development.
 - h. The District lacks sewerage connections or treatment which substantially arrests the sound growth of the District.
 - i. The District constitutes a blighted area as defined in SDCL 11-9.

3. **Findings of Maximum Percentage of Tax Incremental Districts.** The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts, does not exceed ten percent of the total assessed valuation of the City.
4. **Creation of District.** There is hereby created, pursuant to SDCL 11-9, the Tax Incremental District Number Six, City of Yankton (the "District"). The District is hereby created on the day this resolution becomes effective which shall be twenty days after publication.
5. **Designation of District Boundaries.** The District shall have boundaries which shall include the following described real property:

THE EAST 700 FEET OF THE EAST 1/2 OF THE
SOUTH EAST 1/4 EXCEPT THE SOUTH 560 FEET
AND THE LOT R.O.W. , ALL IN SECTION 2,
TOWNSHIP 93 NORTH RANGE 56 WEST OF THE
5TH PRINCIPAL MERIDIAN, YANKTON COUNTY
SOUTH DAKOTA (the "District").

6. **Creation of Tax Incremental Fund.** There is hereby created, pursuant to SDCL § 11-9-31, a City of Yankton Tax Incremental District Number Six Fund, a segregated asset account. All tax increments collected pursuant to Tax Incremental District Number Six shall be deposited into the Tax Incremental District Number Six Fund. All funds in the Tax Incremental District Number Six Fund shall be used solely for those purposes expressly stated and reasonably inferred in SDCL 11-9.
7. **Adoption of Project Plan.** The City does hereby approve the project plan as presented and finds that the plan is feasible and in conformity with the master plan of the City of Yankton.

Passed and approved this _____ day of _____ 2015.

Adopted:

David Carda, Mayor

ATTEST:

Al Viereck, Finance Officer

(SEAL)

TAX INCREMENTAL DISTRICT
NUMBER SIX,
CITY OF YANKTON
TAX INCREMENTAL
PROJECT PLAN

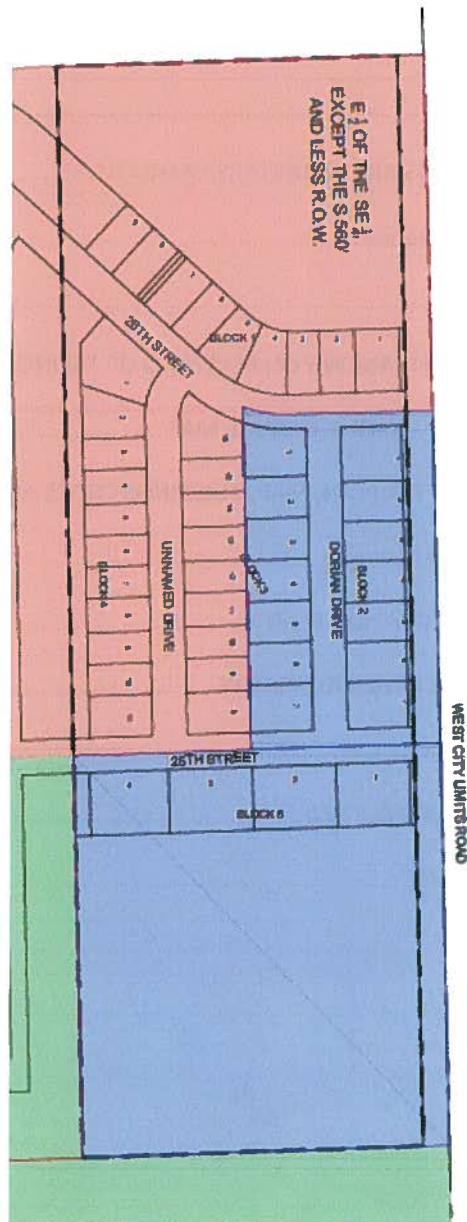


TABLE OF CONTENTS

INTRODUCTION AND PURPOSE.....	1
GENERAL DEFINITIONS AS USED IN THIS PLAN	1
PROPERTY WITHIN THE TAX INCREMENT DISTRICT	3
Listing Of Kind, Number, Location And Detailed Costs Of Proposed Public Works And Improvements.....	3
Costs of Public Works or Improvements	5
Expenditures exceeding Estimated Cost	6
FEASIBILITY STUDY.	6
FISCAL IMPACT STATEMENT	6
METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS	7
Maximum Amount of Tax Incremental Revenue	7
DURATION OF TAX INCREMENTAL PLAN	7
ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS	7
CONDITIONS MAP, IMPROVEMENTS MAP, ZONING CHANGE MAP	8
CHANGES TO THE CITY OF YANKTON MASTER PLAN, MAP, BUILDINGS CODES AND CITY ORDINANCES.....	8
LIST OF ESTIMATED NON-PROJECT COSTS.	9
STATEMENT OF DISPLACEMENT AND RELOCATION PLAN	9
PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY.	9
SCHEDULE 1 - "DETAIL OF PROJECT COSTS".....	11
SCHEDULE 2 – "ESTIMATED CAPTURED TAXABLE VALUES"	12
SCHEDULE 3 - "FISCAL IMPACT STATEMENT"	13
Introduction.....	13
Definitions	13
Assumptions:	13
FISCAL IMPACT:.....	13
SCHEDULE 4 – "ECONOMIC FEASIBILITY STUDY"	14

SCHEDULE 5 – “ECONOMIC DEVELOPMENT STUDY”	166
ATTACHMENT 1.....	188
ATTACHMENT 2.....	19
ATTACHMENT 3.....	20

INTRODUCTION AND PURPOSE

The purpose of this Plan, to be implemented by the City of Yankton is to satisfy the requirements for a Tax Incremental District Plan Number Six, City of Yankton as specified in SDCL Chapter 11-9. There are 11 mandated requirements of the Plan, each to be addressed in this Plan. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities blighted area of the City.

This Plan was prepared for adoption by the City Commission in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development through the construction of affordable workforce housing, and accomplish the City's development objectives by improving the ability of employers to attract workers to Yankton.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development to provide affordable workforce housing and to promote economic development throughout the district.

Development in the area is anticipated to occur in the near future, with the potential for tax increment financing to provide the impetus and means to undertake this development at a faster pace than might occur otherwise.

GENERAL DEFINITIONS AS USED IN THIS PLAN

The following terms found in this Plan have the following meanings:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"City Commission" means the City Commission of the City of Yankton.

"City of Yankton" means Yankton, South Dakota, a home rule form of government.

"Department of Revenue" means the South Dakota Department of Revenue.

"District" means Tax Incremental District Number Six.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL §9-54.

"Fiscal year" means that fiscal year of the City of Yankton.

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the City Commission.

"Grant" the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or

pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Municipality" means any incorporated city in this state.

"Planning Commission" means the City of Yankton Planning Commission.

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by the City of Yankton, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by the City of Yankton in connection with the implementation of this Plan.

"Project Plan" means properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-16.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District;

"Tax Incremental District" a contiguous geographic area within a City defined and created by resolution of the governing body and named City of Yankton Tax Incremental District Number Six;

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

PROPERTY WITHIN THE TAX INCREMENT DISTRICT

The real property to be located within the Tax Increment District is legally described as follows:

THE EAST 700 FEET OF THE EAST 1/2 OF THE SOUTH EAST 1/4 EXCEPT THE SOUTH 560 FEET AND THE LOT R.O.W. , ALL IN SECTION 2, TOWNSHIP 93 NORTH RANGE 56 WEST OF THE 5TH PRINCIPAL MERIDIAN, YANKTON COUNTY SOUTH DAKOTA (the "District").

LISTING OF KIND, NUMBER, LOCATION AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS¹.

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred by the City. The Project Costs includes capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto, diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by the City.

The City is working to develop an economic and competitive base to benefit the City and the state as a whole. All project costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota law.

A combination of private investment and tax increment financing will assist progress toward the following additional objectives:

- To address and remedy conditions in the area that impair or arrest the sound growth of the City;
- To implement the Comprehensive Plan and its related element;
- To redevelop and rehabilitate the area in a manner which is compatible with and complementary to unique circumstances in the area;
- To effectively utilize undeveloped and underdeveloped land;
- To improve pedestrian, bicycle, vehicular, and transit-related circulation and safety;
- To ultimately contribute to increased revenues for all taxing entities;
- To encourage the voluntary construction of buildings, improvements, and conditions;

¹ SDCL §11-9-16(1).

- To watch for market and/or project opportunities to promote economic development, and when such opportunities exist, to take action within the financial, legal and political limits of the City to acquire land, pursue redevelopment, improvement and construction projects; and
- To improve areas that are likely to significantly enhance the value of substantially all property in the district.

TAXABLE VALUE OF YANKTON

State law requires that tax increment districts cannot exceed ten percent of the taxable value of the City of Yankton. This value for Yankton is approximately \$819,643,492. The base value of the taxable property for inclusion into this Tax Incremental District, as per the Director of Equalizations records is as follows:

Total base value of active TIF Districts in Yankton is as follows:

Tax Increment District Number One	Expired December, 2012
Tax Increment District Number Two	\$292,290
Tax Increment District Number Three	Unassigned TID# N/A
Tax Increment District Number Four	Expired December, 2010
Tax Increment District Number Five	\$102,234
TOTAL	\$394,524

The total value of all active TIF districts in Yankton is significantly less than 10% of total taxable value in the City.

The proposed Tax Incremental District will promote economic growth and enhancements in City of Yankton. It is anticipated that a majority of properties within the district will see increases in their property valuation as a result of improvements made possible through creation of the proposed Tax Incremental District.

COSTS OF PUBLIC WORKS OR IMPROVEMENTS

In accordance with SDCL § 11-9-16 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

Kind of Project Cost	Number of Projects	Location ²	Amount	Reference ³
Capital Costs		District	0	11-9-14(1)
Financing Costs		District	0	11-9-14(2)
Real Property Assembly		District	0	11-9-14(3)
Professional Fees		District	0	11-9-14(4)
Administrative Costs		District	0	11-9-14(5)
Relocation Costs		District	0	11-9-14(6)
Organizational Costs		District	0	11-9-14(7)
Discretionary Costs and Grants		District	\$3,500,000	11-9-14(8)
Eligible Project Costs			\$3,500,000	

*See page 10 list of TIF-Qualified project costs to be paid by developer which qualify as project costs under 11-9-14(1) through (7).

²District shall mean the Tax Increment District.

³SDCL §11-9-14 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

The above total represents eligible Project Costs. Only such amounts as are feasible will be financed by a monetary obligation which is estimated to be \$3,500,000.⁴

EXPENDITURES EXCEEDING ESTIMATED COST

Any expenditures which in sum would exceed the total amount stated above will require an amendment of this plan. All amendments are undertaken pursuant to SDCL §11-9-23. When the expenditures are increased above the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

FEASIBILITY STUDY.⁵

An economic feasibility study is attached as Schedule 4. The project is only feasible if there is contribution from the City through the Tax Increment District.

ECONOMIC DEVELOPMENT STUDY

Not less than 50% of the area will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, and manufacturing as indicated in the Economic Development Study attached as Schedule 5.

DETAILED LIST OF ESTIMATED PROJECT COSTS⁶

Attached as Schedule 1 is a detailed list of estimated Project Costs. No expenditure for Project Costs is provided for more than five years after the district is formed.

FISCAL IMPACT STATEMENT⁷

Attached as Schedule 3 is the Fiscal Impact Statement on other taxing districts found within the Tax Increment District, both until and after the bonds are repaid.

⁴ If the project costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to redetermine the tax increment base when additional project costs are added to a plan. SDCL §11-9-23. By including "wish list" project costs, the governing body protects itself when the assessment is greater than originally estimated.

⁵ SDCL §11-9-16(2)

⁶ SDCL §11-9-16(3)

⁷ SDCL § 11-9-16(4).

METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS⁸

Project Costs shall be paid by the proceeds of tax increment revenue. There shall be no advances by the City at its sole discretion. The City may reimburse for administrative costs from the tax increments at the end of the Plan after payment of all approved reimbursable costs.

MAXIMUM AMOUNT OF TAX INCREMENTAL REVENUE

The maximum amount of monetary obligations to be paid through Tax Increment Number Six shall not to exceed \$3,500,000 principal amount or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District plus interest. In the alternative or in combination therewith, the City may issue one or more tax increment bond series or may enter into one or more development agreements whereby the tax increment revenues would be used in accordance with the terms and conditions of the development agreements (the "monetary obligation").

DURATION OF TAX INCREMENTAL PLAN

The duration of the Plan will extend to the number of years it will take for the extinguishment of any bonds or monetary obligations, except that the Plan duration shall not exceed 20 years from the date of creation of the District.

ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed value of the Base. All taxing districts shall receive that base which will be the value set for 2014 taxes payable in 2015 and thereafter. The tax increment will be available to the taxing jurisdictions at or before 20 years after at the creation of the District. Schedule 3 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds or monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value plus the tax incremental values.

⁸ SDCL § 11-9-13(5)

CONDITIONS MAP⁹, IMPROVEMENTS MAP¹⁰, ZONING CHANGE MAP¹¹

The conditions map is attached as Attachment 1. The Improvements map is attached as Attachment 2. The Zoning Change Map is attached as Attachment 3.

CHANGES TO THE CITY OF YANKTON MASTER PLAN, MAP, BUILDINGS CODES AND CITY ORDINANCES¹².

The City has made or will make such changes in the master plan, map, building codes and City ordinances as indicated on Attachment 3.

⁹ SDCL § 11-9-16(1)

¹⁰ SDCL § 11-9-16(2)

¹¹ SDCL § 11-9-16(3)

¹² SDCL §11-9-16(4)

LIST OF ESTIMATED NON-PROJECT COSTS¹³.

The following is a list of the non-Project Costs. All costs are listed as taxable value, actual non-project costs will exceed the following amounts.

Apartments , four plexes, two plexes and single family dwellings	
Total Non-Project Cost	\$17,265,000

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN¹⁴

No residents or families will be displaced by the Project. There are no families or persons residing on the premises. Therefore, no relocation Plan is needed.

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY.

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a developer's agreement.

¹³ SDCL §11-9-16(5)

¹⁴ SDCL § 11-9-16(16)

LIST OF SCHEDULES

- SCHEDULE 1 Detail of Project Costs
- SCHEDULE 2 Estimated Captured Taxable Values
- SCHEDULE 3 Fiscal Impact Statement
- SCHEDULE 4 Economic Feasibility Study
- SCHEDULE 5 Economic Development Study

ATTACHMENTS

- Attachment 1. Map and Legal Description and existing uses and conditions
- Attachment 2. Map of Real property Improvement and uses
- Attachment 3. Map of proposed changes in zoning ordinances

SCHEDULE 1 – "DETAIL OF PROJECT COSTS"

Kind of Project Cost	Number of Projects	Location ¹⁵	Amount	Reference ¹⁶
Capital Costs		District	0	11-9-14(1)
Financing Costs		District	0	11-9-14(2)
Real Property Assembly		District	0	11-9-14(3)
Professional Fees		District	0	11-9-14(4)
Administrative Costs		District	0	11-9-14(5)
Relocation Costs		District	0	11-9-14(6)
Organizational Costs		District	0	11-9-14(7)
Discretionary Costs and Grants	1	District	\$3,500,000	11-9-14(8)
Eligible Project Costs				

¹⁵District shall mean the Tax Increment District .

¹⁶SDCL §11-9-14 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

SCHEDULE 2 – "ESTIMATED CAPTURED TAXABLE VALUES"

BASE-ESTIMATED TAXES THAT WILL GO TO TAXING DISTRICTS DURING TIF

INCREMENT-ESTIMATED TAXES THAT WILL GO TO TAX INCREMENT FUND

Taxing Districts	Levy
\$ per 1000	
Yankton County	3.732
Yankton School District	9.046
James River Water Development District	.076
City of Yankton	3.526
Total Tax Levy	\$ 16.38

TIF Year	Assessed	Collected	Total Taxes
12/31/2015	2016	2017	\$ 70,086.33
12/30/2016	2017	2018	\$ 141,827.04
12/30/2017	2018	2019	\$ 175,881.06
12/30/2018	2019	2020	\$ 296,681.43
12/31/2019	2020	2021	\$ 327,569.20
12/30/2020	2021	2022	\$ 330,932.01
12/30/2021	2022	2023	\$ 327,569.20
12/30/2022	2023	2024	\$ 330,932.01
12/31/2023	2024	2025	\$ 354,626.30
12/30/2024	2025	2026	\$ 354,626.30
12/30/2025	2026	2027	\$ 354,626.30
12/30/2026	2027	2028	\$ 354,626.30
12/31/2027	2028	2029	\$ 354,626.30
12/30/2028	2029	2030	\$ 360,482.24
12/30/2029	2030	2031	\$ 360,482.24
12/30/2030	2031	2032	\$ 360,482.24
12/31/2031	2032	2033	\$ 406,699.24
12/30/2032	2033	2034	\$ 414,117.36
12/30/2033	2034	2035	\$ 421,758.02
			\$ 6,098,631.12

SCHEDULE 3 - "FISCAL IMPACT STATEMENT"

FISCAL IMPACT STATEMENT- TAX INCREMENT DISTRICT NUMBER 6

INTRODUCTION

The fiscal impact statement is intended to provide a succinct analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-16(4). It is not intended to rival the level of detail required by a detailed financial analysis. A fiscal impact statement shows the impact of the Tax Increment District, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the district.

DEFINITIONS

"Assumptions" means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

"Base Revenues" means the taxes collected on the base value.

"Fiscal Impact" means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

"Revenue" means ad valorem taxes.

"Tax Increment District" means City of Yankton Tax Increment District Number Six.

"Taxing Districts" means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

"Tax Increment Revenues" means all revenues above the Base Revenues.

ASSUMPTIONS:

1. The property will have improvements which at completion will be valued for taxable purposes at a minimum of \$17,265,000.
2. The average tax levy of all taxing districts will be \$16.38 per thousand dollars of taxable valuation.
3. Tax increment will start to be collected in 2017 and end in or prior to 2035.
4. The discretionary formula will be waived by the property owner.

FISCAL IMPACT:

The total fiscal impact upon the taxing entities during the term of the Tax Increment District will be an estimated \$6,098,631. There will be no fiscal impact for the first year of the Tax Increment District.

SCHEDULE 4 – “ECONOMIC FEASIBILITY STUDY”

The City of Yankton has been approached by Yankton Area Progressive Growth, Inc. (“Developer”) concerning the development of land which has been designated the “Westbrook Estates Subdivision”. The Westbrook Estates project is proposed to be constructed on approximately 31 acres of bare land located within the City of Yankton, lying west of West City Limits Road and south of Marne Creek. This land has not previously been developed.

The Developer has indicated that the project is not feasible without the assistance of the Tax Increment District. This is a “but for” type of tax increment district financing. The project will not proceed “but for” the assistance from the City through the creation of a tax increment district for the project.

An essential component of the project City funding is for certain eligible Project Costs (“Project Costs”) needed to support the Project (or any other comprehensive redevelopment of the site), all of which is currently estimated to cost approximately to total \$3,500,000.

The City has made it clear that City funding for these public improvements must be supported by the tax revenues generated by the Project, and not by the general revenues of the City. The vehicle through which this can be accomplished is through tax increment financing under the South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tools used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area (“tax increment financing district”) is established as the “base value.” As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a “Project Plan” duly adopted by the City. The City of Yankton has guidelines for the use of tax increment financing within the city. While the guidelines are consistent with South Dakota Codified Law and the process is generally the same as provided for within statute, there are a few exceptions and instances where the City has taken the liberty to further define and interpret.

The estimated increment resulting from the improvements would be \$31,563,343 as evidence by the table below.

TIF Year	Assessed	Collect ed	Percent Finished	Apartment Valuation	Taxes	Housing Assessed	Total Taxes
12/31/2015	2016	2017	50.00%	\$ 1,750,000.00	\$ 37,686.69	\$ 1,978,000.00	\$ 70,086.33
12/30/2016	2017	2018	100.00%	\$ 3,500,000.00	\$ 75,373.38	\$ 4,057,000.00	\$ 141,827.04
12/30/2017	2018	2019	100.00%	\$ 3,500,000.00	\$ 75,373.38	\$ 6,136,000.00	\$ 175,881.06
12/30/2018	2019	2020	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 8,379,300.00	\$ 296,681.43
12/31/2019	2020	2021	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 10,265,000.00	\$ 327,569.20
12/30/2020	2021	2022	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 10,470,300.00	\$ 330,932.01
12/30/2021	2022	2023	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 10,265,000.00	\$ 327,569.20
12/30/2022	2023	2024	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 10,470,300.00	\$ 330,932.01

12/31/2023	2024	2025	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 10,784,409.00	\$ 354,626.30
12/30/2024	2025	2026	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 11,107,941.27	\$ 354,626.30
12/30/2025	2026	2027	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 11,441,179.51	\$ 354,626.30
12/30/2026	2027	2028	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 11,784,414.89	\$ 354,626.30
12/31/2027	2028	2029	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 12,137,947.34	\$ 354,626.30
12/30/2028	2029	2030	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 12,502,085.76	\$ 360,482.24
12/30/2029	2030	2031	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 12,877,148.33	\$ 360,482.24
12/30/2030	2031	2032	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 13,263,462.78	\$ 360,482.24
12/31/2031	2032	2033	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 13,661,366.67	\$ 406,699.24
12/30/2032	2033	2034	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 14,071,207.67	\$ 414,117.36
12/30/2033	2034	2035	100.00%	\$ 7,070,000.00	\$ 159,428.50	\$ 14,493,343.90	\$ 421,758.02
							\$ 6,098,631.12

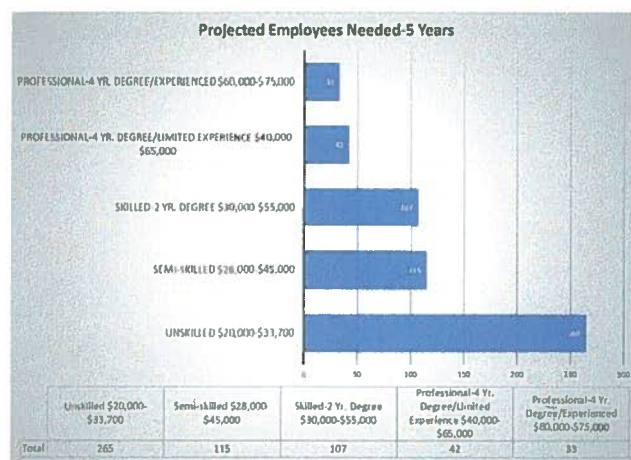
Total Taxes	Principal	Interest	Payment +-	After Payment Balance
\$ 70,086.33	\$3,500,000.00	\$ 175,000.00	\$ (104,913.67)	\$ 3,604,913.67
\$ 141,827.04	\$ 3,500,000.00	\$ 175,000.00	\$ (33,172.97)	\$ 3,533,172.97
\$ 175,881.06	\$ 3,533,172.97	\$ 176,658.65	\$ (777.59)	\$ 3,533,950.56
\$ 296,681.43	\$ 3,533,950.56	\$ 176,697.53	\$ 119,983.91	\$ 3,413,966.65
\$ 327,569.20	\$ 3,413,966.65	\$ 170,698.33	\$ 156,870.87	\$ 3,257,095.78
\$ 330,932.01	\$ 3,257,095.78	\$ 162,854.79	\$ 168,077.22	\$ 3,089,018.56
\$ 327,569.20	\$ 3,089,018.56	\$ 154,450.93	\$ 173,118.27	\$ 2,915,900.29
\$ 330,932.01	\$ 2,915,900.29	\$ 145,795.01	\$ 185,137.00	\$ 2,730,763.29
\$ 354,626.30	\$ 2,730,763.29	\$ 136,538.16	\$ 218,088.14	\$ 2,512,675.15
\$ 354,626.30	\$ 2,512,675.15	\$ 125,633.76	\$ 228,992.55	\$ 2,283,682.60
\$ 354,626.30	\$ 2,283,682.60	\$ 114,184.13	\$ 240,442.17	\$ 2,043,240.43
\$ 354,626.30	\$ 2,043,240.43	\$ 102,162.02	\$ 252,464.28	\$ 1,790,776.15
\$ 354,626.30	\$ 1,790,776.15	\$ 89,538.81	\$ 265,087.50	\$ 1,525,688.66
\$ 360,482.24	\$ 1,525,688.66	\$ 76,284.43	\$ 284,197.80	\$ 1,241,490.85
\$ 360,482.24	\$ 1,241,490.85	\$ 62,074.54	\$ 298,407.69	\$ 943,083.16
\$ 360,482.24	\$ 943,083.16	\$ 47,154.16	\$ 313,328.08	\$ 629,755.08
\$ 406,699.24	\$ 629,755.08	\$ 31,487.75	\$ 375,211.48	\$ 254,543.59
\$ 414,117.36	\$ 254,543.59	\$ 12,727.18	\$ 401,390.18	\$ (146,846.58)
\$ 421,758.02	\$ (146,846.58)	\$ (7,342.33)	\$ 429,100.35	\$ (575,946.94)
\$ 6,098,631.12				

The above table indicates that it would be feasible to finance \$3,500,000 at 5%.

This document represents the feasibility study required under Tax Increment District Law Section 11-9-16 (Subsections 2, 4 and 5). The study concludes that the proposed project is feasible. It is assumed that all obligations incurred would be adequately secured as to allow the payment of principal and interest when due.

SCHEDULE 5 – “ECONOMIC DEVELOPMENT STUDY”

The City of Yankton wants to provide for a diverse, economically stable population, with adequate infrastructure and resources for its citizens. In order to have economic development and the city needs to attract new citizens. In order to create new or better jobs for its citizens, the city needs more housing options to attract citizens that will be available to work in the industries interested in expanding or locating in the city. A recent poll indicated that there are a substantial number of workers that will be needed in the next five years as indicated on the tables below.



The economic activity of the proposed development can be felt well before noticeable construction activity. Planning professionals, attorneys, engineers, architects and designers are commissioned to develop preliminary designs. Financial models are prepared and land is acquired. Redevelopment plans are presented and local businesses strategize for their position in a growing economy. There is an increase in construction related jobs that are available to local workers, thereby increasing wages. There are local permit fees, utility fees, and transfer taxes. There is increased work in landscaping, trucking and transportation, and off-site improvements such as road and sidewalk work, as well as sewer and water systems infrastructure. There are also marketing, financing, and realtor costs that bring money to the City of Yankton.

The financial impact of construction is felt by a variety of business types including lenders, title companies, appraisers, insurance agents, relocation, moving and rental companies, cable and internet providers, cleaning and window washing services, locksmiths, appliance and furniture stores, hardware stores, gutter companies and landscapers. Studies have indicated that the fiscal effect of the construction of affordable workforce housing is that for every one dollar spent for construction results in a public and private economic activity of two dollars. The development within the tax increment district is estimated to generate more than 17 million dollars of economic activity within the district and \$34 million within the City of Yankton. The entire tax increment district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of the housing industry and the commercial activities that accompany such industry.

ATTACHMENT 1

Existing Conditions Map



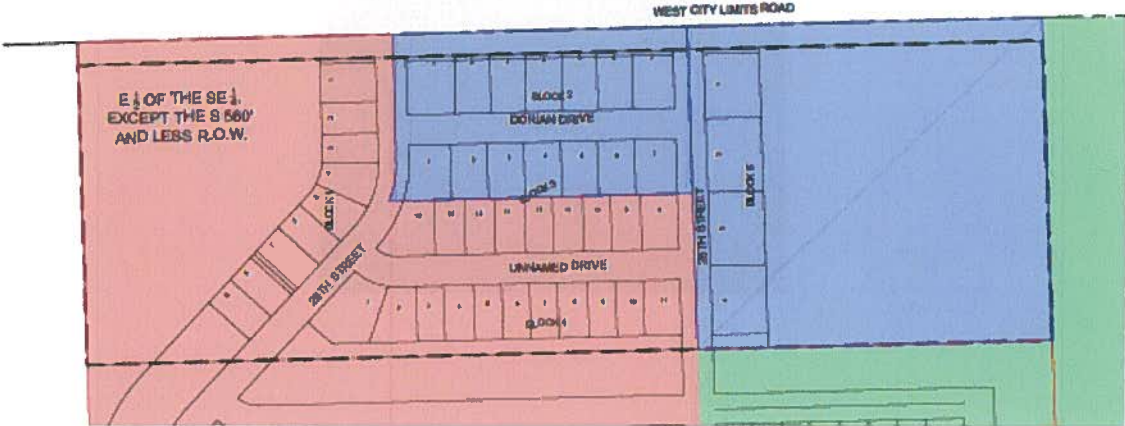
ATTACHMENT 2

(List of Real Property Improvements) Improvements are to be located and are shown below:

Item	Amount
Apartment-Phase 1	3,500,000
Apartments-Phase 2	3,500,000
Single Family Houses	4,991,600
Four Plexes	2,710,000
Duplexes	2,564,800
TOTAL	\$17,266,400.00

All improvements will made within the boundary of the Tax Increment District Number Six as shown below.

North is to the left

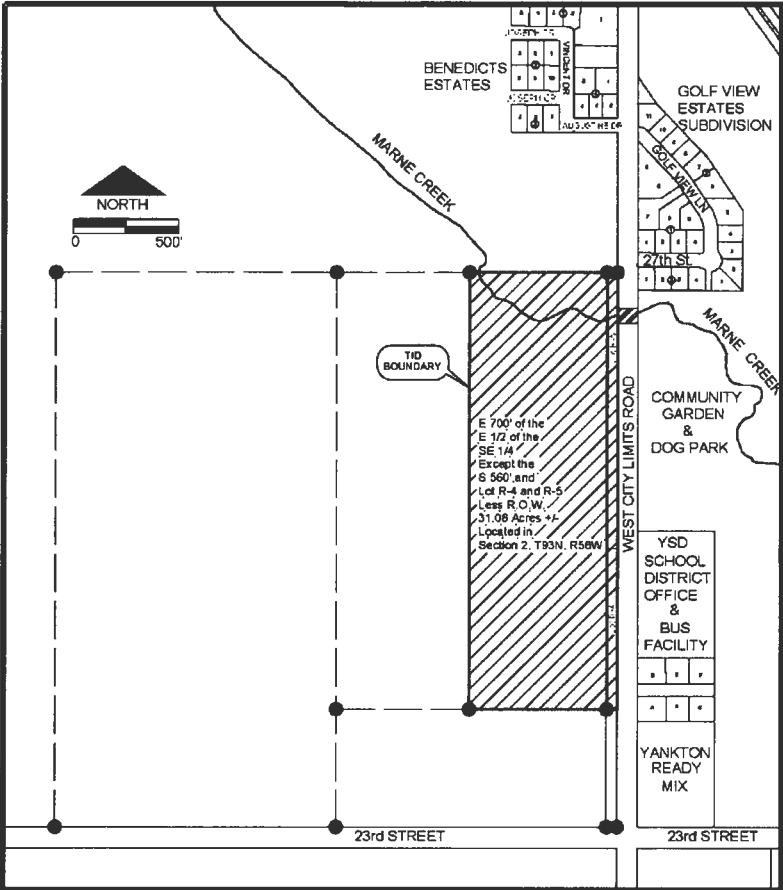


Above picture indicates conceptual drawing and is subject to change depending on surface conditions.

The Improvements shall be located in the real property described in Attachment 1 and is the highest and best use for the real property.

ATTACHMENT 3

TAX INCREMENTAL DISTRICT
NUMBER SIX
PROJECT BOUNDARY MAP
CITY OF YANKTON, SOUTH DAKOTA



Zoning Changes

The property will need to be rezoned to undertake the project.

TAX INCREMENT DISTRICT NUMBER 6

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into as of this ____ day of _____, 2015 (this "Agreement") by and between the **CITY YANKTON**, a South Dakota municipal corporation ("City"); **YANKTON AREA PROGRESSIVE GROWTH** ("Developer");

WITNESSETH:

WHEREAS, City has an interest in eliminating blight and in promoting economic development and is authorized pursuant to SDCL Chapter 11-9 (the "Act") to create tax increment districts for such purposes; and

WHEREAS, in order to accelerate the development of certain property that would not otherwise occur solely through private investment in the reasonably foreseeable future, the City Commission created Tax Increment District Number 6 (the "TID") encompassing the following described real property:

THE EAST 700 FEET OF THE EAST 1/2 OF THE SOUTH EAST 1/4 EXCEPT THE SOUTH 560 FEET AND THE LOT R.O.W , ALL IN SECTION 2, TOWNSHIP 93 NORTH RANGE 56 WEST OF THE 5TH PRINCIPAL MERIDIAN, YANKTON COUNTY SOUTH DAKOTA; and

WHEREAS, the Developer contemplates the above described property will be replatted; and

WHEREAS, the Act authorizes the expenditure of funds derived within a tax increment district for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the City establishing the TID, for grants, costs of public works or public improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in Section 11-9-15 of the Act; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, City and Developer hereby agree as follows:

Section 1. Definitions

Unless the context otherwise requires, the terms used in this Agreement will have the meanings set forth in this Section. If not defined in this Agreement, capitalized terms will have the meaning given to them in the Project Plan.

"Act" means SDCL Chapter 11-9, as may be amended from time to time.

"Base Revenues" means the taxes collected on the Base Value.

"Base Value" means the value of the TID Property at the time of the creation of the district as certified by the South Dakota Secretary of Revenue.

"Construction Schedule" means the timetable for constructing the improvements specified in Section 2.08.

"Project" will have the meaning specified in Section 3.01 of this Agreement.

"Project Costs" means the costs set forth on Schedule 1 to the Project Plan, and any additional costs necessary to complete the Project.

“Project Plan” means the Amended Project Plan for Tax Increment District Number 6.

“Reimbursable Project Costs” means those costs set forth in the Project Plan, of which the maximum amount of \$3,500,000 is eligible for reimbursement by the City through the use of Tax Increment Revenues, subject to limitations as set forth in Section 2.01(a) below and the Project Plan.

“Tax Increment Revenues” means all tax revenues of the TID Property in excess of the Base Revenues.

“TID” will have the meaning set forth in the recitals.

Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

Section 2. Obligation and Representations

2.01 Remittance of Tax Increment Revenues; City’s Expenses.

- (a) As reimbursement for Reimbursable Project Costs, City agrees to pay to Developer, solely from available Tax Increment Revenues, a sum not to exceed \$3,500,000, plus interest computed at the rate of 5% per annum on the principal balance from time to time until the expiration of the term hereof set forth in Section 5.01 .

2.02 Grant. The parties acknowledge that Developer’s right to receive the Tax Increment Revenues hereunder is a grant under the Act, and a personal property right vested with Developer on the date hereof.

2.03 No Certificated Tax Increment Revenue Bonds. City will have no obligations to the Developer except as set forth in this Agreement, and will not issue any certificated tax increment revenue bonds to evidence such obligations.

2.04 Developer’s Representations. Developer represents to City as follows:

- (a) Developer is a South Dakota non-profit corporation.
- (b) Developer has the authority to enter into this Agreement and to perform the requirements of this Agreement;
- (c) Developer’s performance under this Agreement will not violate any applicable judgment, order, law or regulation;
- (d) Developer’s performance under this Agreement will not result in the creation of any claim against City for money or performance, any lien, charge, encumbrance or security interest upon any asset of City; and
- (e) Developer will have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital, and that Developer owns the TID Property.

2.05 Approvals. City and Developer represent each to the other that the execution, delivery, and performance of this Agreement on its part does not require consent or approval of any person that has not been obtained.

2.06 Payments; Assignment of Payments.

- (a) The City will make eligible payments due to Developer within a reasonable time, not to exceed 45 days, of the City's receipt of real estate tax payments semi-annually.
- (b) Developer may assign its rights to payments hereunder, but Developer's right to such payments is subject to the other limitations of this Agreement. Any such assignment shall be made in accordance with an Assignment Agreement, the form of which is attached hereto as Exhibit A and incorporated herein by this reference.

2.07 Continued Cooperation. City and Developer represent each to the other that it will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

2.08 Completion of Improvements. Subject to the terms of this Agreement, Developer shall diligently work to successfully complete any and all improvements described in the Project Plan within sixty (60) months after the Developer commences construction of the Project, commencing no later than July 15, 2015 with completion no later than July 15, 2020 (the "Construction Schedule"). The time period set forth above in this Section 2.08 shall be extended by reason of delays caused by Force Majeure. As used herein, "Force Majeure" shall refer to delays caused by or occasioned by labor disputes, acts of God, moratoriums, war, riots, insurrections, civil commotion, a general inability to obtain labor or materials, fire, unusual delay in transportation, severe and adverse weather conditions preventing performance of work, unavoidable casualties, failures to act by any governmental entity or their respective agents or employees, governmental restrictions, regulations or controls including the inability to obtain the necessary governmental approvals and/or permits necessary to complete any portion of the Project, and any other delays outside of the control of the Developer.

2.09 No General Obligation of the City. City's obligations hereunder are limited obligations payable solely out of the Tax Increment Revenues and are not payable from any other revenues of City, nor a charge against its general taxing power. Each payment under 2.01(a) is subject to annual appropriations by the City Commission. Developer shall bear all risks that such Tax Increment Revenues may be insufficient to pay the amounts specified in Section 2.01.

Section 3. The Project

3.01 The Project. The Project will be comprised of real estate, and the design, construction, assembly, and installation of the improvements described in the Project Plan, including elements described within the Project Plan as "project costs" and "non-project costs," and the full implementation thereof.

3.02 Financing of the Project and Improvements. Payment of all Project Costs will be made from Developer's own capital and from other sources obtained solely by Developer. Developer may use any or part of the TID Property as collateral for such loans as required to pay Project Costs.

Section 4. Developer Covenants

4.01 Duties and Obligations of Developer. Subject to the terms hereof, Developer hereby agrees to: (a) complete, or cause to be completed, all improvements described in the Project Plan and this Agreement, (b) provide, or cause to be provided, all materials, labor, and services for completing the Project, (c) seek all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property, and (d) cooperate with the City in providing all necessary information to City, including documentation of actual expenses incurred for Reimbursable Project Costs, in order to assist the City in complying with this Agreement; provided however, any documentation or information provided to the City in connection with the same shall be kept and remain confidential at all times.

4.02 Indemnification. Developer will FULLY INDEMNIFY and HOLD HARMLESS, City (and the elected officials, employees, officers, directors, and representatives of City) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon City directly or indirectly arising out of, resulting from or related to Developer's negligence, willful misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of Developer, any agent, officer, director, representative, employee, consultant or subconsultants of Developer, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to City under South Dakota law and without waiving any defenses of the parties under South Dakota law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Developer will promptly advise City in writing of any claim or demand against City related to or arising out of Developer's activities under this Agreement and will see to the investigation and defense of such claim or demand at Developer's cost to the extent required under the Indemnity in this paragraph. City will have the right, at its option and expense, to participate in such defense without relieving Developer of any of its obligations under this paragraph.

4.03 Liability. Developer will be solely responsible for compensation payable to any employee or contractor of Developer, and none of Developer's employees or contractors will be deemed to be employees or contractors of City. No director, officer, employee or agent of City shall be personally responsible for any liability arising under or growing out of this Agreement.

4.04 Taxes & Licenses. Developer will pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon Developer or upon the business conducted on the TID Property, or upon any of Developer's property used in connection therewith, including employment taxes; and Developer shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by Developer.

4.05 Examination of Records. Developer will allow City to conduct examinations, during regular business hours and following notice to Developer by City, of the books and records related to this Agreement no matter where books and records are located.

4.06 Minimize Reimbursable Project Costs. Developer will use prudent and reasonable methods to minimize the actual costs incurred for Reimbursable Project Costs listed in the Project Plan.

Section 5. Term and Termination

5.01 Term. The term of this Agreement shall commence on the date hereof and end on the date which is the *earliest* to occur of the following, at which time City's obligations hereunder will be deemed fully discharged:

- (i) the date on which the amount payable under Section 2.01 has been paid in full to Developer;
- or
- (ii) the date this Agreement is terminated as provided in Section 5.02; or
- (iii) the 20th anniversary of the creation of the TID.

5.02 Default and Termination. If Developer fails to commence and complete construction substantially in accordance with the Construction Schedule (as such may be extended due to delays caused by Force Majeure, as detailed herein), City may terminate this Agreement, as its sole and exclusive remedy, if Developer does not cure its failure within forty-five (45) calendar days after receiving written notice from City requesting the failure be cured; provided however, if such cure is not reasonably susceptible of being cured within such forty-five day period, then Developer shall be given additional time to cure such default provided that Developer is diligently acting to cure the same. If the Agreement is terminated as set forth in this Section, City's obligations under this Agreement will be deemed fully discharged.

Section 6. Miscellaneous

6.01 Non-Waiver. Provisions of this Agreement may be waived only in writing. No course of dealing on the part of City, or Developer nor any failure or delay by City or Developer in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

6.02 Conflict of Interest. Developer acknowledges that City's Charter and ethics code prohibit a City officer or employee from having a financial interest in any contract with City or any City agency such as City-owned utilities. Developer warrants and certifies, and this Agreement is made in reliance thereon, that no officer, employee or agent of City has a financial interest in the execution of this Agreement separate from that of the general public.

6.03 Entire Agreement. This Agreement embodies the final and entire agreement between the parties hereto concerning the subject matter herein. The Project Plan attached to this Agreement is incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between the Project Plan and a provision of this Agreement, the provision of this Agreement will control.

6.04 Amendments. All amendments to this Agreement and the Project Plan may only be made in a writing executed by City and Developer.

6.05 Severability. If any clause or provision of this Agreement is held invalid or unenforceable, such holding will not invalidate or render unenforceable any other provision hereof.

6.06 Venue and Governing Law. This Agreement shall be construed under and in accordance with the laws of the state of South Dakota. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Yankton County, South Dakota.

6.07 Notice. Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the following addresses:

City

City of Yankton
416 Walnut Street
Yankton, SD 57078
Attn: TIF Administrator
Fax: (605) 668-5221

Developer

Yankton Area Progressive Growth
803 E. 4th Street
Yankton, SD 57078

Any of the above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications may be sent.

6.08 Captions. Captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

6.09 Assignment. This Agreement, and the rights and obligations of Developer hereunder, may not be assigned, transferred or otherwise conveyed without the prior written consent of City, which may be withheld or conditioned in City's discretion. Developer may assign this agreement to a lender to finance the improvements.

6.10 No Obligation to Undertake Project. Nothing contained in this Agreement shall be deemed or construed as the obligation of the Developer to proceed with the construction of the Project. Rather, the obligations stated herein shall be deemed conditions to the City's payment of Tax Increment Revenues.

6.11 Prevailing Party. In the event of a default and/or litigation arising out of the enforcement of this Agreement, the parties hereto acknowledge and agree that the prevailing party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.

6.12 Appropriation of Funds. To the extent the City is required to do so by law, the City shall take such actions as may be required from time to time to appropriate funds pursuant to applicable law to satisfy its obligations under this Agreement.

6.13 Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

6.14. Recording. Neither this Agreement nor a memorandum thereof shall be recorded.

[SIGNATURE PAGES FOLLOW]

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

CITY OF YANKTON

ATTEST:

David Carda, Mayor

Al Viereck, City Finance Officer

YANKTON AREA PROGRESSIVE GROWTH

(SEAL)

By: _____
Its: _____
J. J. [Signature]
President

EXHIBIT A
Assignment Agreement

**ASSIGNMENT AND PLEDGE AGREEMENT
(YANKTON AREA PROGRESSIVE GROWTH)**

This Assignment and Pledge Agreement (the "Assignment"), dated effective _____, 2015, is entered into between YANKTON AREA PROGRESSIVE GROWTH, a South Dakota Corporation ("Developer"), and _____, a banking corporation chartered under the laws of _____ ("Lender").

RECITALS:

A. On _____, the Yankton City Commission adopted Resolution No. _____ creating Tax Incremental District No. 6 and Resolution #15-25 approving a Project Plan for Tax Incremental District No. 6.

B. Developer and the City of Yankton (the "City") are parties to a Development Agreement dated _____ (the "Development Agreement"), in which the City agrees to reimburse Developer for Reimbursable Project Costs (as defined in the Development Agreement) in an amount of \$3,500,000 plus interest computed at a rate of 5 percent per annum. The funds for the reimbursements to be made to Developer will originate from Tax Increment Revenues (as defined in the Development Agreement).

C. Lender and Developer are parties to a Loan Agreement dated _____, 2015 (as may be amended, supplemented or modified), pursuant to which Lender agrees to make a loan in the principal amount of \$3,500,000 to Developer to provide long-term financing of the improvements constructed by Developer in Tax Incremental District No. 6 as described in the Development Agreement.

D. As a condition to providing the loan to Developer, Lender requires that Developer assign, transfer and set over to Lender, and Developer agrees to assign, transfer and set over to Lender, all right, title and interest of Developer in, to and under the Development Agreement relating to Tax Increment District No. 6, including without limitation all rights to reimbursement or payment for Reimbursable Project Costs to be made by the City from the Tax Increment Revenues (collectively referred to herein as the "TID 6 Reimbursements").

E. The Development Agreement provides that Developer may assign its rights to reimbursement and payment under the Development Agreement as security for financing the projects described in the Development Agreement.

F. Developer and Lender request the City's consent to this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment. Developer assigns and sets over to Lender and directs the City to pay and remit directly to Lender any and all TID 6 Reimbursements to be made pursuant to the Development Agreement, without further notice from or consent by Developer. Payments received by Developer will be held in trust for, and will be immediately delivered to, Lender. Payments received by Lender may be applied to the secured obligations in any manner as Lender determines. This is a present, absolute and irrevocable transfer and assignment by Developer to Lender of all rights to the TID 6 Reimbursements.

2. Pledge and Assignment of Development Agreement. As collateral security for each and every obligation of Developer to Lender, Developer grants a first priority security interest in, pledges, transfers, and assigns to Lender all of Developer's right, title, and interest in, to and under the Development Agreement relating to Tax Increment District No. 6, including without limitation all rights to the TID 6 Reimbursements.

3. Realization of Value. Lender will have the right, but no obligation, to cure any default by Developer under the Development Agreement to protect Lender's interest in the collateral. Lender, in the name of Developer or otherwise, will have the authority, but is not required, to take any action which Lender deems necessary or desirable in order to realize on the value of the collateral, including without limitation the power to exercise or perform Developer's rights and obligations under the Development Agreement. Developer agrees to execute and deliver to Lender any instrument, document, assignment or other writing that may be reasonably necessary or convenient for Lender to carry out the terms of this Assignment, to perfect its security interest in the collateral, or to facilitate the realization of the value of the collateral.

4. Representations and Warranties. Developer makes the following representations and warranties to Lender:

a. This Assignment is a legal, valid, and binding obligation of Developer.

b. The Development Agreement has been duly authorized, signed and delivered by Developer and constitutes the legal, valid, and binding obligation of Developer.

c. Developer has the power and authority to enter into this Assignment, to presently assign its rights to the TID 6 Reimbursements to Lender, and to grant the security interest and collaterally assign its right, title and interest in, to and under the Development Agreement.

d. Developer has not otherwise pledged, assigned or granted a security interest in its right, title and interest in, to and under the Development Agreement.

e. The Development Agreement will not be amended or modified without Lender's prior written approval.

5. Indemnification. Developer agrees to indemnify, defend, and hold Lender harmless from any and all claims, demands, costs, expenses, and causes of action alleging or related to a breach of Developer's obligations under the Development Agreement. The indemnification will extend to and include indemnification of Lender for all attorneys' fees and expenses incurred by Lender in the defense or settlement of any claim or action made by the City asserting a breach of Developer's obligations under the Development Agreement. Developer and Lender acknowledge the City is not responsible for the financial accommodations to be extended to Developer by Lender, and Developer and Lender each agree to hold the City harmless from any and all claims, demands, costs, expenses, and causes of action arising out of or related to this Assignment or the financial accommodations to be extended to Developer by Lender.

6. Modifications. This Assignment may only be amended or cancelled with the written agreement of Lender.

7. Successors and Assigns. All covenants, representations, warranties and agreements of Developer contained in this Assignment will bind Developer and its successors and assigns. The rights and privileges of Lender under this Assignment will inure to the benefit of its successors, assigns, and participants. Lender may further assign its rights under this Assignment without notice to Developer. Developer specifically agrees that if there is any assignment or transfer of this Assignment or the secured indebtedness, the assignee or transferee will have all of Lender's rights and remedies under this Assignment.

[signatures on following page]

YANKTON AREA PROGRESSIVE GROWTH
a South Dakota Corporation

By _____
Its _____

LENDER:

[lender]

By _____
Its _____

CONSENT TO ASSIGNMENT AND PLEDGE

The City of Yankton consents to the above Assignment and agrees to remit all TID 6 Reimbursements directly to Lender and to provide Lender concurrent copies of any written notice delivered to Developer.

Dated effective _____, 2015.

CITY OF YANKTON

By _____
David Carda, Mayor

ATTEST:

Al Viereck, City Finance Officer

SEAL

Memorandum #15-148

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community Development Director
Subject: Planning Commission Action #15-26 / Resolution #15-24
Date: June 9, 2015

PLAT REVIEW

ACTION NUMBER: 15-26

E.T.J. MEMBER ACTION REQUIRED: No

OWNER / APPLICANT: Bob Law, Inc. / Yankton Area Progressive Growth.

ADDRESS / LOCATION: West side of the 2400 – 2600 Blocks West City Limits Road.

PROPERTY DESCRIPTION: Lots 1–9 of Block 1; Lots 1–7 of Block 2; Lots 1–16 of Block 3; Lots 1–11 of Block 4; Lots 1–4 of Block 5; Lot 1 of Block 6 and Lot 1 of Block 7, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter except the South 560 feet and Less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota.

ZONING DISTRICT: R-2 Single Family Residential and R-4 Multiple Family Residential.

PREVIOUS ACTION: Annexation and Rezoning in 2015.

COMMENTS: The proposed plat and associated Developer’s Agreement meet the requirements of the City’s Subdivision Ordinance and Zoning Ordinance. A Tax Incremental District associated with the property was on the agenda ahead of this item. A few details about the development that required further definition can be found in “Section II, Provisions Specific to this Subdivision” on page 3 of the attached Developer’s Agreement. These are items that for the most part, help more clearly define how the Subdivision Ordinance requirements are met.

One item of note in the agreement is the transfer of the six acre lot in the northeast corner of the subdivision to the City. The area contains a section of Marne Creek and is substantially floodplain. Acquiring the creek area is in accordance with our flood mitigation goals set during the development of the Mare Creek Greenbelt Project. It is staff’s opinion that the City should accept this transfer and consider the location for future use as green space or possibly a park.

Please note: If approved, the attached resolution also authorizes the City Manager to execute any documents associated with accepting the six acre tract. It is our opinion that even though the transaction will not cost the City anything, it is by intent, covered by our policy that requires a super majority approval associated with the acquisition and / or sale of land.

The location of the six acre tract of land is similar in design to other neighborhood green spaces like Augusta Park. Adjacent to a busier road with a good sidewalk network planned for the area and meant to be accessed by foot traffic. This location will also provide open space for the new developments to the north.

_____ Roll Call, Vote Requires Super Majority

Construction plans for the associated infrastructure have been presented to the City Engineer for review and they have been approved. B-Y Water also has been involved in the plan review in accordance with the recent amendment to the Subdivision Ordinance.

Staff recommends approval of the plat and associated Developer's Agreement.

MEETING SCHEDULE:

June 8, 2015: Planning Commission reviews plat and makes recommendation to the City Commission.

June 22, 2015: City Commission reviews the preliminary plat and makes a final decision.

Planning Commission results: The Planning Commission recommended approval of the proposed plat and associated Developer's Agreement.

Respectfully submitted,



Dave Mingo, AICP
Community Development Director

Recommendation: It is recommended that the City Commission approve the referenced plat and Developer's Agreement as recommended by the Planning Commission. It is also recommended that the City Commission authorize the City Manager to execute all documents associated with the transfer of the 6 acre tract from the Developer to the City at no cost to the City.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

_____ Roll Call, Vote Requires Super Majority

RESOLUTION #15-24

WHEREAS, it appears from an examination of the plat of Lots 1–9 of Block 1; Lots 1–7 of Block 2; Lots 1–16 of Block 3; Lots 1–11 of Block 4; Lots 1–4 of Block 5; Lot 1 of Block 6 and Lot 1 of Block 7, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter except the South 560 feet and Less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota prepared by Brian J. Benson, 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, and

WHEREAS, such action includes approval of a Developer’s Agreement that stipulates the transfer of a 6.06 acre tract of land from the Developer to the City, and

WHEREAS, approval of said transfer requires a super majority vote of the City Commission and authorizes the City Manager to execute documents associated with the transfer.

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 and the associated Developer’s Agreement is hereby approved.

Adopted:

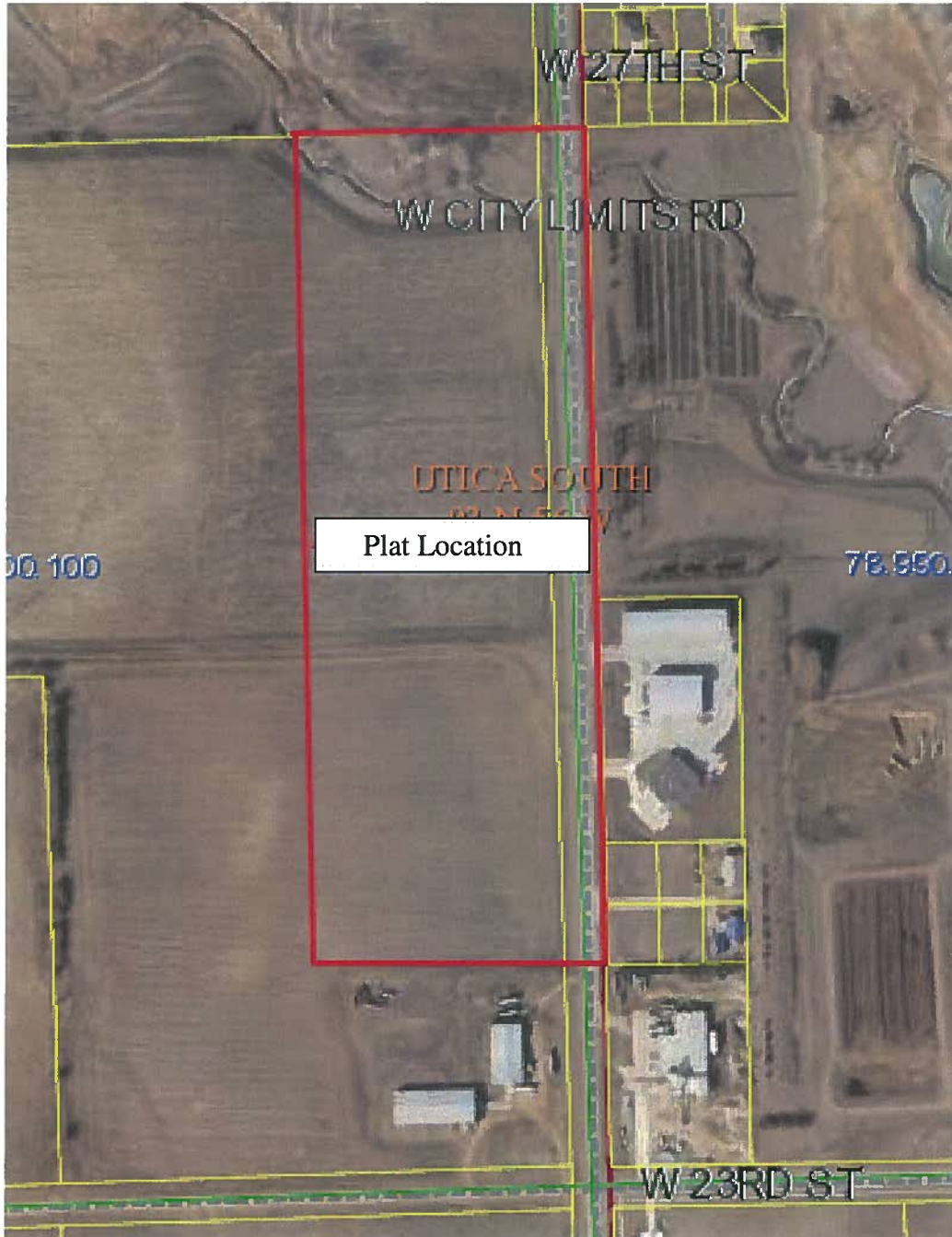
David Carda, Mayor

ATTEST:

Al Viereck, Finance Officer

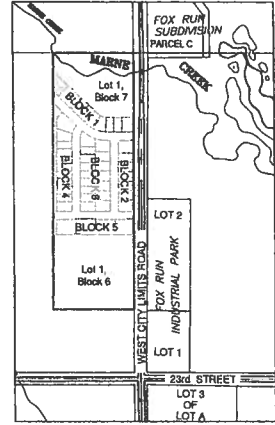
Westbrook Estates Plat Location Map

North

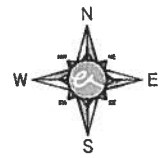


**Plat of Lots 1-9 of Block 1;
 Lots 1-7 of Block 2; Lots 1-16 of Block 3;
 Lots 1-11 of Block 4; Lots 1-4 of Block 5; Lot 1 of Block 6 and
 Lot 1 of Block 7, Westbrook Estates**

located in
 the East 700 feet of the Southeast Quarter,
 except the South 560 feet and Less R.O.W. thereof,
 Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota



LOCATION MAP
 Scale: 1" = 1000'



GRAPHIC SCALE

0 50 100 200

1 INCH = 100 FEET

BASIS OF BEARING
 Yankton City Datum

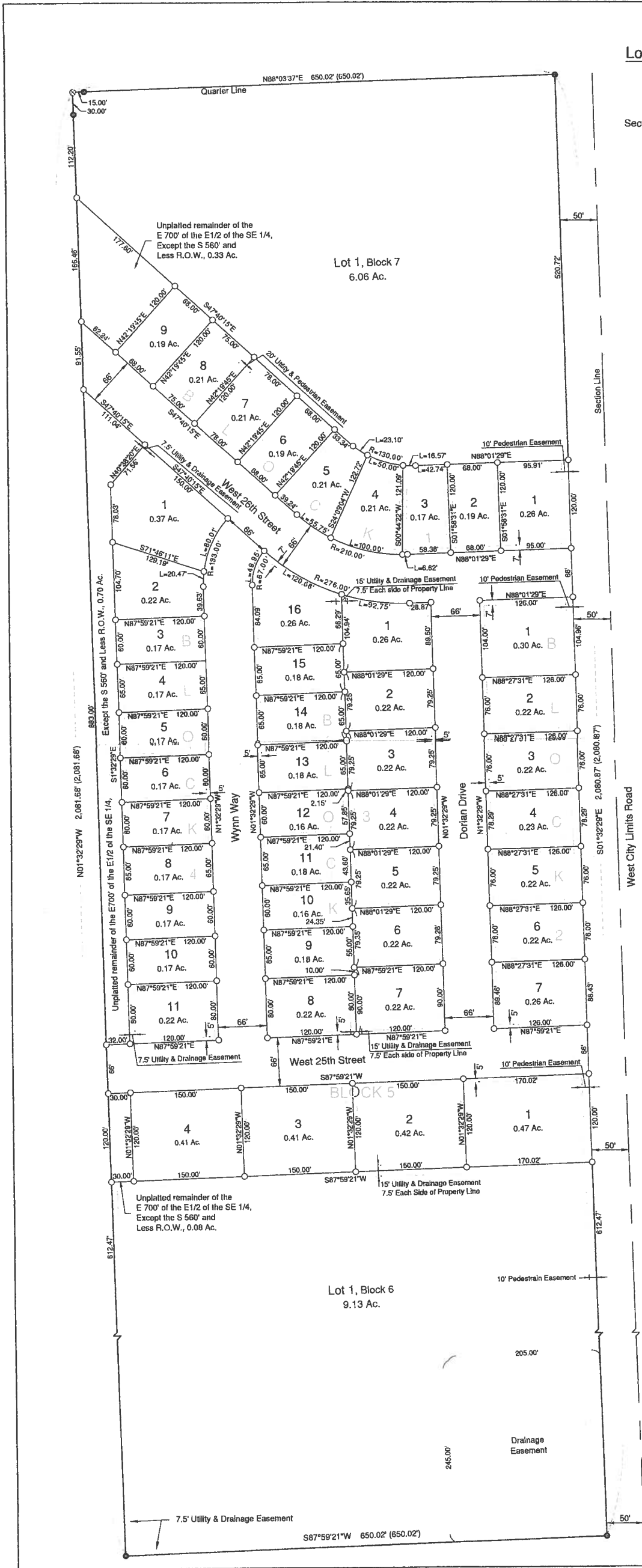
Legend

- Found 5/8" x 18" Rebar w/Cap Stamped "BENSON LS11950"
 - Set 5/8" x 18" Rebar w/Cap Stamped "BENSON LS11950"
 - ⊗ Computed Corner
- (2,080.37') Recorded Distance in Feet

R.O.W	Zoning	Set Backs
4.06 AC.	Lots 1-9, Block 1 Lots 8-16, Block 3 Lots 1-11, Block 4 Lot 1, Block 7	R-2 R-2 R-2 R-2
	Lots 1-7, Block 2 Lots 1-7, Block 3 Lots 1-4, Block 5 Lot 1, Block 6	R-4 R-4 R-4 R-4

EASEMENT NOTE:

5.0' Utility Easement Along Platted Wynn Way, Dorian Drive, & 25th Street
 7.0' Utility Easement Along Platted 26th Street



PROJECT NUMBER: Y15113.D01
 CREW CHIEF: Tim L. Gobel, L.S.
 DRAFTED BY: Tim L. Gobel, L.S.
 REVIEWED BY: Brian J. Benson, L.S.
 DRAWING: V-SV01-15133-PLAT
 LAYOUT: PLAT
 SHEET NO. 1 OF 2 TOTAL SHEETS

Prepared By
Eisenbraun & Associates
 Professional Engineers & Surveyors
 Innovative Solutions - Long Term Value
 215 Walnut
 Yankton, South Dakota 57501
 605-665-8002
 FAX 605-665-0523
 www.easmb.com

Prepared by:
The City of Yankton
PO Box 176
Yankton, SD 57078
(605) 668-5252

Developer's Agreement

Lots 1–9 of Block 1; Lots 1–7 of Block 2; Lots 1–16 of Block 3; Lots 1–11 of Block 4; Lots 1–4 of Block 5; Lot 1 of Block 6 and Lot 1 of Block 7, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter except the South 560 feet and Less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota.

This agreement made this ____ day of _____, 2015, between Bob Law, Inc. and Yankton Area Progressive Growth, hereinafter called "Developer" and the City of Yankton, a municipal corporation of the State of South Dakota, located in Yankton County, hereinafter called the "City".

WHEREAS, the Developer is the owner of approximately 30 acres of land in the City, said land being described as follows to wit:

Lots 1–9 of Block 1; Lots 1–7 of Block 2; Lots 1–16 of Block 3; Lots 1–11 of Block 4; Lots 1–4 of Block 5; Lot 1 of Block 6 and Lot 1 of Block 7, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter except the South 560 feet and Less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota

WHEREAS, the Developer desires to improve land for residential purposes; and

WHEREAS, the City approval process will include a recommendation by the Planning Commission to the City Commission and action by the City Commission thereof related to the associated plat and this Developer's Agreement defining the manner and method by which said land is to be developed; that the developer not be in default as to said agreement and all laws and regulations governing said development; and

WHEREAS, the Developer agrees to develop said land as herein described in accordance with this agreement, all City Ordinances, and all laws, plans and regulations governing said development.

NOW, THEREFORE, IN CONSIDERATION OF THE GRANTING OF APPROVAL OF A PLAT OF THE ABOVE DESCRIBED LAND AND THE DEVELOPMENT THEREOF BY THE CITY COMMISSION, the Developer does hereby agree to improve and develop said land as follows and as otherwise regulated by City Ordinances and all laws, plans and regulations governing said development.

Section I. Improvements. Standard for all Subdivisions

A. Roads and Streets. The Developer hereby agrees:

1. To grade and surface all roads and streets in the above described property in accordance with the plat of said subdivision and the plans and specifications on file at City Hall.
2. That roads and streets will be completed and presented to the City before occupancy is permitted.
3. That no occupancy will be permitted until roads and streets have been dedicated to and accepted by the City.

B. Sanitary Sewer. The Developer hereby agrees:

1. To construct, furnish, install and provide a complete sewerage system throughout the entire subdivision, all in accordance with the plans, specifications and drawings on file at City Hall. Materials oversizing expenses resulting from City service requirements that are over what the developer would normally be responsible for will be reimbursed to the developer by the City.
2. That construction of a sanitary sewer will be completed and acceptable to the City before any occupancy is permitted.
3. That no occupancy will be permitted until the sanitary sewer lines have been dedicated to and accepted by the City.

C. Water. The Developer hereby agrees:

1. To construct, install, furnish and provide a complete system of water distribution throughout the entire subdivision in accordance with the plans and specifications on file at City Hall. Materials oversizing expenses resulting from provider service requirements that are over what the developer would normally be responsible for may be reimbursed to the developer by the provider.
2. That construction of the system of water distribution will be completed and acceptable to the provider before any occupancy is permitted.
3. That no occupancy will be permitted until the water distribution system has been dedicated to and accepted by the provider.

D. Surface Water Drainage. The Developer hereby agrees:

1. To construct, install, furnish and provide adequate facilities for storm and surface water drainage in accordance with the City's Storm Water Management Plan throughout the entire subdivision in accordance with the plans and specifications on file at City Hall.
2. That construction of surface and storm water drainage facilities shall be completed and acceptable to the City before occupancy is permitted.
3. To provide facilities to transmit the existing surface drainage across the subdivision. These facilities shall be designed to accommodate the anticipated storm water flows resulting from development of the adjacent property if applicable. The Developer further agrees to provide proper facilities to transmit the surface drainage from the subdivision to a stream, waterway or dedicated easement that has adequate capacity to transmit the anticipated flows from the subdivision and adjacent property.

E. Sidewalks. The Developer hereby agrees:

1. To construct, install, furnish and provide a complete system of sidewalks along all public streets and dedicated pedestrian walkways within the entire subdivision in accordance with the plans and specifications on file at City Hall.
2. The construction of all sidewalks shall be completed for each lot by either the Developer or owner prior to permitting occupancy of the property.

F. Street Lights. The Developer hereby agrees:

1. To install a street lighting system in the subdivision according to a plan prepared by the Northwestern Energy Company and on file at City Hall.

G. Landscaping. The Developer hereby agrees:

1. To plant street trees (one per lot) at least six (6) feet in height and one and one half (1 1/2) inches in diameter at four feet above grade in accordance with the species and the time schedule on file in the Department of Parks and Recreation. West City Limits Road is excluded from this requirement.

Section II. Provisions Specific to This Subdivision

1. The Developer will create an association to address the installation and ongoing maintenance needs associated with items in the common or private areas located along West City Limits Road (WCLR) that shall be kept in a uniform manner including but not limited to:
 - Adjacent WCLR Right-of-Way maintenance and drainage.
 - WCLR sidewalk.
 - Uniform fencing per the associated variance.

Larger tracts associated with the planned apartment complex are not required to be part of the association.

2. The City is not requiring full ROW design submittals of 23rd Street or the first north-south 1/16th line west of West City Limits Road. Those requirements shall be met in the next Phase.

3. The Developer will transfer the approximate 6.06 acre lot in the northeast corner of the development to the City at no cost.

4. The Developer agrees to pave the access to the 6.06 acres tract that is located between Lots 7 and 8, Block 1. The access shall be 8 feet wide and 6 inches thick. The City shall reimburse the developer for oversizing as if the access was a sidewalk in right-of-way.

5. The City agrees to issue appropriately documented foundation permits for dwellings prior to the completion and acceptance of adjacent infrastructure improvements on Lots 6 and 7, Block 1; Lots 1, 11, 12, 13, 14, 15 and 16, Block 3; Lot 3, Block 5.

Section III. Dedication

Subject to all of the other provisions of this agreement and the exhibits hereto attached the Developer shall, without charge to the City, upon completion of all of the above described improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns forever free and clear of all encumbrances. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities provided hereunder as the City decides, with no payment or award to, or constitute acceptance of any improvement by the City.

Section IV. Miscellaneous Requirements.

A. Deed Restrictions. The Developer hereby agrees to execute and record all deed restrictions, if any, before approval of the final plat and file a copy thereof in the office of the City Finance Officer.

B. Survey Monuments. The Developer hereby agrees to properly place and install all survey or other monuments required by statute or ordinance prior to final plat approval. Interior piping shall be installed after the improvements are completed; before the sale of any lot and prior to the City's final street acceptance.

C. Grade. The Developer hereby agrees to furnish to the City a copy of a plan showing the street grade in front of each lot and/or finished yard grade. This information shall be provided prior to the issuance of any building permits for each phase of the project.

D. Reimbursement of Costs to the City.

The Developer hereby agrees to reimburse the City for any costs incurred by the City for engineering, inspection, administrative and legal expenses.

1. Engineering and administrative costs shall be based on regular City pay rate (or overtime, if applicable) plus all fringe benefits for any time actually spent on the project with a maximum of 2 1/2% of construction costs to be charged to the Developer. Any costs for outside

consultants shall be charged at the rate the consultant charges the City.

2. Legal costs shall be based on the statements of the City Attorney with no overhead added by the City. Legal costs shall not be incurred without prior notice given to the Developer.

3. The City shall immediately inform the Developer of any excessive or unusual costs which may arise under this section.

Section V. Roads, Sanitary Sewer, Water and Storm Water Guaranty.

The Developer shall guarantee the improvement described in this agreement against defect due to faulty materials or workmanship which appear within a period of one year from the date of acceptance by the City or other provider as herein provided and shall pay for any damages resulting there from to City property.

Section VI. Method of Improvement.

The Developer hereby agrees to engage contractors for all work included in this agreement who are qualified to perform the work and who shall be listed as qualified for such work by the City. The Developer further agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this agreement by reference and including those standard specifications of the City.

Section VII. Issuance of Occupancy Permits.

The Developer hereby agrees no occupancy shall be permitted until all streets, public utilities and improvements have been installed and are approved for connection by the City of Yankton.

The Developer agrees to cooperate with the City to prevent the occupancy of any dwelling units before required improvements have been accepted. The City will not be obligated to provide any services to any unit built in the Subdivision until all required improvements have been accepted and may terminate any services provided during construction if a unit is occupied before an occupancy permit is issued by the City.

Section VIII. City Responsibility.

The Developer hereby agrees the City will perform no repair, maintenance or snow removal or provide utility services on any improvements until accepted by the City.

Section IX. Transferability.

The Developer hereby agrees that it is further acknowledged that this agreement shall be binding upon any grantees, heirs, devisees, legatees or assigns of the undersigned with the same force and effect and validity as agreed by the undersigned personally.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this 10 day of June, 2015.

] by: [Signature]
Authorized Signature, Yankton Area
Progressive Growth

by: [Signature]
Signature, Bob Law, Inc.

ss: State of South Dakota
County of Yankton

Be it remembered that on this 10th day of June, 2015, before me the undersigned, a notary public within and for the County and State aforesaid, personally appeared John A. Kramer and Bob Law known to me to be the persons who are described in and who executed the within and foregoing instrument and certificate and acknowledged to me that he executed the same.



[Signature] seal
Notary Public
Yankton County, South Dakota
My commission expires on: 11/1/2018

Accepted pursuant to Resolution adopted by the Board of City Commissioners of the City of Yankton this _____ day of _____, 2015.

David Carda, Mayor

ATTEST:

Al Viereck, Finance Officer