



CITY OF YANKTON

2017_03_27

COMMISSION MEETING



Mission Statement
To provide cost-effective public services as required by its citizens and to provide an environment so that both its citizens and the economy prosper.

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, March 27, 2017

City of Yankton Community Meeting Room

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

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

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of regular meeting of March 13, 2017 and the Special Meeting of March 21, 2017

Attachment I-2

3. City Manager's Report

Attachment I-3

4. Public Appearances

Public appearances is a time for persons to address the City Commission on items not listed on the agenda.

II. CONSENT ITEMS

Matters appearing on the Consent Agenda are expected to be non-controversial and will be acted upon by the City Commission at one time, without discussion. Approval constitutes following the recommendation of the City Manager on each item.

1. Establish public hearing for New Retail Malt Beverage License

Establish April 10, 2017, as the date for the public hearing on the request for a New Retail (on-off sale) Malt Beverage License for July 1, 2016, to June 30, 2017, from Hillcrest Golf & Country Club (Warren Muller, General Manager), 2206 Mulberry Street, Yankton, S.D.

Attachment II-1

III. OLD BUSINESS

Old business includes items that have previously appeared on the City Commission's agenda and require further consideration or action by the board.

1. Planning Commission – Public Hearing Ordinance #994

Consideration of Memorandum #17-57, regarding Ordinance #994 a rezoning from A-1 Agricultural to I-1 Industrial in the City's extraterritorial jurisdiction on Lot D in Yaggies Third Addition, excluding the approximate 30' wide by 650' long access to Whiting Drive in Section 9, T93N, R55W, Yankton County, South Dakota. Address, 2210 Alumax Road. Concrete Materials, owner.

Attachment III-1

2. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #17-63 regarding the request for a Special Events (on-sale) Liquor License for 1 day, April 11, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Lewis & Clark Ford, 803 E 4th Street, Yankton, S.D.

Attachment III-2

3. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #17-64 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License for 1 day, April 15, 2017 from Dave Naslund Benefit, NFAA, 800 Archery Lane, Yankton, S.D.

Attachment III-3

Adoption of an ordinance is typically a two-meeting process. At the first meeting, an ordinance is introduced, and the first reading is held. During the second meeting, the ordinance is discussed by the commission and the public and then considered for adoption.

IV. NEW BUSINESS

New business items are those that have not been discussed by the Commission previously.

1. Walnut Street Discussion

Consideration of Memorandum #17-58 regarding Walnut Street, 2nd Street to 4th Street Project Discussion, Planned for 2018

Attachment IV-1

2. Agreement with KLJ – Chan Gurney Municipal Airport

Consideration of Memorandum #17-59 regarding Amended Agreement for Engineering Services between KLJ and the City of Yankton for Chan Gurney Municipal Airport for Apron and Hangar Relocation

Attachment IV-2

3. Collector Well Change Order

Consideration of Memorandum #17-67 regarding Change Order Number 1 & 2 for the Collector Well

Attachment IV-3

4. Development Agreement between City / Justin Dietrich & Jennifer Larson

Consideration of Memorandum #17-61, a Development Agreement between the City of Yankton, Justin Dietrich and Jennifer Larson providing for the construction of one single family home on a 19.48 acre lot in the City of Yankton

Attachment IV-4

5. Bid Award – West City Limits Road Pavement Replacement

Consideration of Memorandum #17-69 regarding Bid Award for the West City Limits Road Pavement Replacement from Golf View Lane to Railroad Crossing

Attachment IV-5

6. Bid Award – Liquid Asphalt

Consideration of Memorandum #17-65 regarding bid award for Liquid Asphalt

Attachment IV-6

7. Membrane Change Order

Consideration of Memorandum #17-68 regarding Change Order Number 2 for Membranes

Attachment IV-7

8. **Stop Sign Request – Mary Street & Donohoe**
Consideration of Memorandum #17-71 and Resolution #17-08 regarding Stop Sign Request at Mary Street & Donohoe
Attachment IV-8
9. **Memorandum of Understanding - YAPG**
Consideration of Memorandum #17-66 regarding Memorandum of Understanding between the City of Yankton and Yankton Area Progressive Growth
Attachment IV-9
10. **Proposed 2017 Great Life Summit Activities Center Affiliate Agreement**
Consideration of Memorandum #17-62 regarding proposed 2017 Great Life Summit Activities Center Affiliate Agreement
Attachment IV-10
11. **Downtown Yankton Façade Grant Recommendations**
Consideration of Memorandum #17-60 regarding Downtown Yankton Façade Grant Recommendations
Attachment IV-11
12. **Addendum #5 with McLaury Engineering / Highway 50 Utilities Project**
Consideration of Memorandum #17-70 regarding Change Order with McLaury for the Highway 50 Utilities Project
Attachment IV-12

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

Executive or closed meetings may be held by a majority vote of the governing body for the sole purposes of:

- *Discussing the qualifications, competence, performance, character or fitness of any public officer or employee.*
- *Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters.*
- *Preparing for contract negotiations or negotiating with employees or employee representatives.*
- *Discussing marketing or pricing strategies by a board or commission of a business owned by the City, when public discussion may be harmful to the competitive position of the business.*

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

VI. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VII. ADJOURN THE MEETING OF MARCH 27, 2017

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

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

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

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

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

Action 17-66

Moved by Commissioner Carda, seconded by Commissioner Johnson, to approve the Minutes of the regular meeting of February 27, 2017, and Work Session of February 27, 2017.

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

Motion adopted.

Action 17-67

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

AT & T-Cell Phone Bill-\$364.54; ACS Government Inf Service-Maint Program Support-\$2,161.62; Active Network-Computer Program-\$600.61; AMG Occupational Medicine-CDL DOT Drug Tests-\$63.00; Avera Education & Staffing-CPR Card-\$5.00; Avera Sacred Heart Hospital-CDL DOT Drug Tests-\$54.00; Banner Associates Inc-Scale Site-\$3,500.00; Bartlett & West Inc-Lift Station-\$20,885.70; Becker Body Shop-Repairs-\$837.37; Boller Printing Inc-Tickets-\$297.43; Bomgaars Inc-Saw Blade-\$23.99; Brenntag Great Lakes LLC-Chemicals-\$1,265.04; Building Officials/SD-Registration Fee-\$150.00; Cameron/Lauren-Refund-\$285.09; Capitol Smoke-Entree-\$40.00; Cedar Knox Public Power Dist-Elect Feb-\$1,299.32; Center for Educ & Employ-Law Subscription Renewal-\$159.00; Centurylink-Phone Feb-\$1,665.84; Chamber of Commerce-Meeting-\$18.00; Christensen Radiator & Repair-Repair Plow-\$110.22; City of Vermillion-Jt Power Cash Transfer-\$31,611.75; City of Yankton-Parks Landfill Charges-\$128.81; City of Yankton-Solid Waste Compacted Garbage-\$9,425.74; City of Yankton-Street Rubbish-\$12.00; City of Yankton-Water Garbage-\$12.00; City Utilities Water-WW Charges-\$3,883.68; Cole Papers Inc-Janitorial Supplies-\$56.24; Concrete Material-Rebar-\$297.40; Conkling Dist-Malt Beverages-\$248.00; Cornhusker Intl Truck Inc-Filters-\$295.25; Credit Collection Service Inc-UT Collection-Jan-\$146.35; CSI Software LLC-Software-\$1,094.18; Dakota Beverage Co Inc-Malt Beverages-\$38.85; Danko Emergency Equipment-Repairs-\$1,010.50; Dayhuff Development Inc-Facade Grant-\$6,100.00; Dept of Corrections-DOC Work Program-\$734.60; Dept of Revenue-Lab Tests-\$990.00; Design Solutions & Integration-Repairs-\$178.00; DEX Media East-Phone Feb-\$32.30; Ehresmann Engineering Inc-Supplies-\$545.91; Embroidery Works-Uniform-\$36.00; Environmental Energy-Reclaimed Oil-\$65.00; Ethanol Products LLC-CO2-\$382.48; Fastenal Company-Paint-Bolts-\$21.83; Feimer Construction-Haul Poles-\$351.45; Ferguson Water Works Supply-Water Meters-\$8,670.36; Finance Dept-Postage-\$25.77; First National Bank-Clean Water #3-\$116,392.26; 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; First National Bank-SRF Drinking Water #5-\$133,925.17; Flannery/Kirt-Officer Stipend Feb-\$25.00; Frick/Adam-Officer Stipend Feb-\$25.00; Frick/Brian-Officer Stipend Feb-\$65.00; Frontier Precision Inc-Road Staking Software-\$8,005.00; Gerstner Oil Co-Jet Fuel-\$17,123.96; Golfnow G1 LLC-Equipment-\$1,310.57; Good-Land Pump Inc-Parts-\$211.64; Grafix Shoppe-Decals-\$333.67;

Graymont Capital Inc-Lime-\$9,123.51; Gridor Construction, Inc-Lift Station Construct-\$455,715.04; Hawkins Inc-Chemicals-\$1,215.32; HD Supply Waterworks Ltd-Repairs-\$2,137.44; Hedahl's Parts Plus-Battery-\$660.65; Hillyard Floor Care Supply-Repairs-\$43.36; Houston Equipment-Metal Locator-\$1,382.25; Huitema/Joann-Refund-\$241.23; Hundertmark Cleaning Systems-Power Washer Repair-\$274.21; J & H Care & Cleaning Company-Janitorial Services-\$2,795.00; Jack's Uniforms-Body Armour-\$9,841.67; Jansen Upholstery-Repairs-\$650.00; JCL Solutions/Janitors Closet-Hand Cleaner-\$78.70; Johnson Bros of South Dakota-Wine-\$35.50; Johnson Electric LLP-Riverside Lighting-\$15,192.19; Johnson-Beadle/Sierra-Baton Class-\$408.00; Kadrmas Lee & Jackson Inc-Apron Expansion-\$3,444.75; Kaiser Refrigeration Inc-Professional Services-\$325.00; Kay Park Recreation-Bleachers-\$10,066.00; Kimball-Midwest-Electrical Wire-\$205.78; KVHT Radio Station-Advertisement-\$1,080.00; Light and Siren-Light Bars-\$1,529.58; Long's Propane Inc-Propane-\$313.10; Meridian Grain-Road Salt-\$21,920.30; Midamerican Energy-Fuel Feb-\$10,783.77; Midamerican Energy-Fuel Feb-\$9,571.09; Midwest Alarm Company Inc-Alarm Testing-\$613.00; Moser/Brad-Officer Stipend-Feb-\$25.00; Motorola Solutions Inc-Pager Repairs-\$78.00; MW Automotive Services-Towing-\$80.00; Nelson/Amy-Travel Reimbursement-\$35.01; Northern Lights-Display Supplies-\$97.71; Northwestern Energy-Elect Feb-\$63,643.55; Observer-Advertisement-\$48.00; Office of Weights & Measures-Scale Testing-\$103.00; Overhead Door Co-Part-\$132.40; Peace Officers Assn/SD-Membership Dues-\$25.00; Peterson/Charlotte-Uniform Reimbursement-\$100.00; Press Dakota Mstar Solutions-Publishing-\$1,181.83; Pro Auto Inc-Towing-\$80.00; Racom Corporation-Radio Access-\$1,404.90; RDO Equipment Company-Testing Kits-\$57.24; Reinhart Foods Inc-Entree-\$308.78; Road King Inc-Parts-\$110.16; Rothenberger/Monty-Uniform Reimbursement-\$120.00; SD Public Assurance Alliance-Prop/Liability Insurance-\$284,565.90; SDDOT-Office Air Rail Transit-Conference Registration-\$85.00; Sheehan Mack Sales & Eq Inc-Parts-\$192.53; Smith Insurance Inc-Notary Bond-\$177.50; Stern Oil Co Inc-Fuel-\$22,974.40; Suez Treatment Solutions Inc-Lamps-\$8,583.10; Terry's Welding Service-Repairs-\$267.75; The Sandbox-Membership Dues-\$75.00; Titleist-Golf Balls-\$4,120.49; Todd, Inc-Letters-\$4,850.64; TRE Environmental Strategies-1st Qtr Tests-\$950.00; Treatment Resources Inc-Freight-\$226.00; Truck Trailer Sales Inc-2011 Truck-\$49,140.25; Turfwerks-Supplies-\$383.97; US Post Office-Util UT Postage Feb-\$1,400.00; United Parcel Service Inc-Delivery Service-Feb-\$228.79; United States Postal Service-Postage Meter-Jan/Feb-\$2,183.00; Wage Works-Flex Service Fee-\$155.00; Watch Guard Video-Battery-\$57.00; Water & Env Eng Research Ctr-Lab Tests-\$122.00; Wholesale Supply Inc-Pop-\$134.15; Woehl/Toby-Officer Stipend-Feb-\$25.00; Woods Fuller Shultz & Smith PC-Professional Services-\$112.50; Xerox Corporation-Copier Lease-\$205.31; Xerox Corporation-Copier Lease-\$2,425.47; Yankton Area Convention & Visitor's Bureau-Professional Services-\$14,890.23; Yankton Baseball Inc-Reimbursement-\$2,143.21; Yankton Co Historical-1/4 Special Appropriation-\$2,025.00; Yankton County Auditor-YC Capital Improve-\$15,740.81; Yankton Fire & Safety Co-Fire Ext Testing-\$305.00; Yankton Medical Clinic-Hep B Shots-\$447.50; Yankton Redi Mix-Concrete-\$229.63; Yankton Title Co-Services-\$159.00; Ziegler/William-Officer Stipend-Feb-\$50.00; A-Ox Welding Supply-Welding Wire-\$147.78; Amazon Digital Svcs-Office Program-\$53.24; Amazon Mktplace Pmts-Shower Curtains-\$750.61; Amazon.Com-Books-\$264.62; Amazon.Com-Battery-\$104.76; Amer Lib Assoc-IMIS Membership Dues-\$49.00; Amerizon Wireless-Hand Held Radios-\$1,397.22; Anchor Industries-Park Supplies-\$33.68; Appera-Towels-\$249.63; Applied Ind Tech-Grinder Pump Replacement-\$1,138.36; Arbys-DOC Work Program-\$19.32; AT&T Bill Payment-Patrol Car Cell Comm-\$314.56; Baker-Taylor-Books-\$2,054.67; Bizco Technologies-Mobile Computers-\$4,068.00; BNR Boating Magazine-Subscription-\$22.00; Bobs Candy Service Inc-Special Olympics Supply-\$25.70; Bomgaars-Impact Driver-\$785.65; Brenntag Great Lakes-Caustic Soda-\$2,630.04; Carnegie Deli-NFAA Shoot-\$70.66; Caseys Gen Store-Staff Appreciation-\$5.77; Cedar County Veterinary-K9

Care-\$385.58; Cenex Cubby's-Ladder Repair Trip Fuel-\$98.62; Cenex Cubby's-Jumpstart Training-\$19.41; Center Point Large Print-Books-\$134.22; Christensen Radiator-Connector-\$12.82; Clarks Rentals-Custom Parts-\$60.00; Coffee Cup-Training Expense-\$33.09; Cox Auto Supply-Blower Seals-\$712.27; Crescent Electric-Light Bulbs-\$1,004.90; Dayhuff Enterprises-Janitorial Supplies-\$1,110.58; Dee Zee-Parts-\$23.00; Demco Inc-Book Covers-\$285.85; Desert Cab-Travel Expense-\$37.60; Drifters Bar and Grill-Jumpstart Training-\$30.88; Dropbox-Dropbox Annual Fee-\$99.00; DX Service-Salt-\$2,548.00; Ehresmann Engineering-Shop Supplies-\$547.65; El Tapatio-Meeting-\$21.50; Embroidery & Screen Works-Promotional-\$137.50; Environmental Express-Chemicals-\$82.24; Ezclocks LLC-Clock For Pool-\$637.31; Facebk-Promotions-\$50.00; Facebk-Facebook-\$4.20; Facebk-Facebook Promotions-\$25.04; Farm & Home Publishers-Book-\$44.70; Fastenal Company-Milliamp Meter-\$2,142.42; FCX Performance Inc-Flow Meter Repair-\$2,832.00; Fred Haar Company-Gator Repairs-\$2.16; Burger King-Travel Expense-\$12.81; Governors Inn-Jumpstart Training-\$170.00; Hach Company-Lab Supplies-\$605.28; Hardee's-Training Expense-\$10.09; Hardee's-Training Expense-\$9.01; HD Supply Waterworks-Pump/Pipe-\$568.58; Hedahls-Truck Maintenance-\$452.78; Hobby Lobby-Office Supplies-\$86.17; Homefront Protective Gear-SRT Training-\$950.00; Hy-vee Gas-Travel Expense-\$59.17; Hy-vee-Concessions/ Gatorade-\$533.09; Independence Waste-Rentals-\$553.90; Midwest Alarm-Professional Services-\$63.00; IR Industrial-Maintenance-\$697.64; ISU Vet Clinic-K9 Care-\$85.32; JJ Benji-League Awards-\$3,080.00; Jack's Uniforms & Equip-Uniforms-\$1,634.18; JCL Solutions-Cleaning Supplies-\$304.07; JCPenney-Uniforms-\$300.00; JCPenney-Uniforms-\$285.07; Jimmy Johns-Travel Expense-\$10.14; Jimmy Johns-Travel Expense-\$9.75; Kaiser Refrigeration-Supplies-\$15.99; Koletzky Implement Inc-Alternator-\$911.89; Kopetskys Ace Hdwe-Chop Saw-\$606.81; Kum & Go-K9 Care Travel Expense-\$27.00; Landscape Forms Inc-Bench Replacement Parts-\$985.00; Language Line-Interpretation Service-\$154.47; Larry's Canvas-Simulator Repair-\$20.00; Larsen Carpet-Bathroom Remodel-\$4.50; Lewis & Clark Mini Mart-Fuel-\$29.95; Lobe Pro-Pump Shipping-\$347.31; Logmeininc.Com-Professional Services-\$899.99; Mark's Machinery Inc-Equipment Maintenance-\$1,055.97; Marshall Bond Pumps-Parts-\$722.91; MAS Modern Marketing-Promotional Items-\$3,675.44; Mavericklabel.Com-Golf Cart License Tags-\$222.46; MC & R Pools Inc-Schools-\$310.00; McDonald's-DOC Work Program-\$20.60; McDonald's-K9 Care Travel Expense-\$6.84; McDonald's-K9 Care Travel Expense-\$5.55; Mead Lumber-Plywood-\$142.96; Med-Vet-Sharps Containers-\$432.00; Memphis Net & Twine Co-Tennis Net Repair-\$187.10; Menards-Chalkboards-\$2,519.81; Midwest Laboratories-Chemicals-\$217.90; Mypilotstore.Com-Speaker Microphone-\$44.90; Nebraska PGA-Blue Go Schools-\$50.00; Niobrara Trading Post-Fuel-\$25.01; Northern Truck Equip-Deflector-\$75.69; Odor Hog-Odor Control-\$198.42; Olsons Pest Technician-Bug Spraying-\$81.00; One Office Solution-Office Supplies-\$779.69; O'Reilly Auto-Antifreeze and Hose-\$700.09; OTC Brands Inc-Summer Reading Program-\$99.98; OTG Management-Midwest Travel Expense-\$8.38; Our Families Café-Travel Expense Travel Expense NFAA Shoot-\$52.00; Overdrive Dist-Ebooks-\$3,725.64; Paypal-South Dakota Membership Dues-\$190.00; Paypal-Stool Refinished-\$676.85; Paypal-Officers Training-\$525.00; Paypal-Toner-\$43.94; Phillips-S&E Conference-\$17.47; Portable Computer Systems-Renew Maintenance-\$1,968.75; Prairie Nursery-Plants-\$526.98; Random House-Books-\$662.75; Provantage LLC-Firewalls-\$970.94; Pump & Pantry-K9 Care Travel Expense-\$20.00; Pureland Supply LLC-Simulator Replace Part-\$311.49; Radisson-Conference-\$284.60; Recorded Books-Online Service-\$454.82; Redrossa Italian Grill- Jumpstart Training-\$26.50; Revival Animal Health-Animal Scanner-\$279.99; Riverside Hydraulics-Fittings/ Valves-\$1,137.48; Rivistas Subscription-Subscription Service-\$4,070.96; Round The Bend Steakhouse- Conference-\$9.91; SCI Sharp Controls Inc-Wastewater Bladders-\$2,444.78; SD Lib Association-Membership Dues-\$55.00; SF Regional Airport-Travel Expense NFAA Shoot-\$51.00; Sheehan Mack Sales-Loader Fender-\$82.49; Shell Oil-Fuel-\$13.34; Sherwin Williams-Base Board-

\$158.56; So Pt Baja Miguels-Travel Expense NFAA Shoot-\$38.61; So Pt Coronado Café-Travel Expense NFAA Shoot-\$30.36; So Pt Garden Buffet-Travel Expense-\$38.42; So Pt Hotel And Casino-\$986.67; Camera Power Pro-Patrol Camera Batteries-\$19.79; Sprinkler Warehouse-Irrigation Supplies-\$1,795.84; State Hygienic Lab-Source Water Testing-\$911.00; Sturdevants-Equipment Maintenance-\$7.49; Subway-Travel Expense NFAA Shoot-\$13.17; Taco John's-DOC Work Program-\$20.49; Taxi Cab Service-Travel Expense-\$38.36; TFS Thermo Asheville Lab-Still Temp Cutout-\$111.05; The Mens Wearhouse-Boot Allowance-\$93.18; TMA-Truck Tires-\$1,197.87; Tractor Supply Co-K9 Equipment-\$71.39; Truck Trailer Sales-Air Dryer-\$424.05; Twin Creek Animal Hosp-K9 Care-\$300.00; USPS-Postage-\$87.21; Vanderhule Moving-Supplies-\$21.00; VCN-Filing Fees-\$32.50; Viddler Inc-Video Hosting-\$37.81; Vistapr Website Pkg-Business Cards-\$56.94; VWR International Inc-Lab Supplies-\$1,906.24; Verizon Wireless Prepaid Payment-Phone-\$37.98; Wal-Mart-Office Supplies-\$524.80; Walgreens-Promotions-\$6.91; Web Network Solutions-Domain Name Registration-\$113.97; WM Supercenter-Office Supply-\$494.16; WM Supercenter-Program Supplies-\$6.85; Travel Expense NFAA Foundation-Travel Expense NFAA Shoot-\$1,800.00; WW Grainger-Plumbing Parts-\$1,286.71; Yankton Area Chamber-State of The Community-\$30.00; Yankton Chamber-State of The Community-\$15.00; Yankton Medical Clinic-Firefighter Physical-\$742.00; Yankton Winnelson Co-Boiler Pump-\$1,873.37; Yankton Media Inc-Subscription-\$151.19; Zenshin Asian Restaurant-Travel Expense NFAA Shoot-\$72.73; Zoro Tools Inc-Combustibles Storage-\$996.14; Yankton Mall-Program Supplies-\$20.00; AFSCME Council 65-Employee Deduction-\$1,358.88; American Family Life Corp-Cancer & ICU Premiums-\$7,321.84; Connections Inc-EAP Insurance-February-\$384.30; Delta Dental-Dental Ins March-\$7,675.00; Dept Of Social Services-Employee Deduction-\$1,697.50; Erickson/Joseph-Training-\$70.00; First Natl Bank South Dakota-Employee Deduction-\$2,595.12; Hagemann/Dustin-Training-\$500.00; Mcninch/Jeremy-Training-\$100.00; Minnesota Life Insurance Co-Life Ins March-\$640.70; MW Automotive Services-Replace Lost Check-\$80.00; Onward Yankton-Outside Agency Funding-\$25,000.00; Retirement SD-SD Retirement Feb-\$70,144.18; SDSRP-Employee Deduction-\$4,955.00; Summit Activity Center-Employee Deduction-\$871.35; Sun Life Financial-Vision Ins March-\$885.46; United Parcel Service Inc-Delivery Service-\$657.77; United Way-Employee Deduction-\$102.00; Vast Broadband-Internet Services-\$3,491.88; Wegner Auto Co Inc-2017 Dodge Durango-\$29,570.00; Wellmark Blue Cross-Health Ins March-\$91,507.05; Yankton Area Prog Growth-Sales Tax Reimb-\$3,392.67.

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

Motion adopted.

SALARIES FEBRUARY, 2017:

Administration-\$38,176.40; Finance-\$32,005.26; Community Development-\$22,510.08; Police-\$146,238.69; Fire-\$11,479.38; Engineering-\$40,092.90; Street-\$42,631.19; Snow & Ice-\$7,503.33; Traffic Control-\$3,409.11; Library-\$28,825.63; Parks/SAC-\$63,415.22; Marne Creek-\$3,556.77; Water-\$38,066.12; Wastewater-\$33,642.40; Cemetery-\$3,554.94; Solid Waste-\$19,813.93; Landfill-\$17,571.99; Golf Course-\$15,146.47; Central Garage-\$7,093.92.

PERSONNEL CHANGES & NEW HIRES:

New Hires: Brandon Kemp-\$9.50 hr.-Rec. Division.

Wage Change: Virgil Brasel-\$1,576.00 bi-wk.-Dispatch; Drew Cheskie-\$9.65 hr.-Rec. Division; Gerrit Dykstra-\$9.75 hr.-Rec. Division; Rachel Houdek-\$9.90 hr.-Rec. Division; Walker Hunhoff-\$9.65 hr.-Rec. Division; Madison Johnson-\$9.90 hr.-Rec. Division; Rebecca Johnson-\$15.25 hr.-Rec. Division; Chrisopher Kinsley-\$9.65 hr.-Rec. Division; Rachel Reiff-\$10.25 hr.-Rec. Division; Junter Rockne-\$9.75 hr.-Rec. Division; Vanessa Rockne-\$10.75 hr.-Rec. Division; Denise Tramp-\$12.25 hr.-Rec. Division; Clara Whitehead-\$9.65 hr.-Rec. Division.

Mayor Gross read a proclamation declaring the month of March as “Community Champions Month” recognizing the “March for Meals Campaign” that raises awareness of Senior Hunger.

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

Action 17-68

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

1. Establish public hearing for sale of alcoholic beverages
Establish March 27, 2017, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for April 11, 2017 from Chamber of Commerce, (Carmen Schramm, Director) dba Chamber of Commerce, Lewis & Clark Ford, 316 Capitol Street, Yankton, South Dakota.
2. Establish public hearing for sale of alcoholic beverages
Establish March 27, 2017, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for April 15, 2017 from Dave Naslund Benefit, NFAA, 800 Archery Lane, Yankton, South Dakota.
3. Possible Quorum Event
March 23, 2017, for City Commission Forum to be held at the Sandbox starting at 5:45 pm, no official commission action
4. Work Session
Setting date of March 27, 2017, at 6:00 pm in Room No. 114 of the Regional Technical Education Center for the next work session of the Yankton City Commission to discuss Sidewalk Ordinances and Policies

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

Motion adopted.

Action 17-69

The recommendation from the Board of Directors of Business Improvement District No. 1 (BID No. 1) to provide funding for the National Field Archery Association (NFAA) Expansion Project was considered. (Memorandum 17-54) Dan Specht, Chairman of the BID No. 1 Board, and Bruce Cull from the NFAA were present to answer questions and request support for the project. Moved by Commissioner Ferdig, seconded by Commissioner Carda, to approve the recommendation from the Board of Directors of BID No. 1 to provide initial funding in the amount of \$200,000.00, plus an additional \$200,000.00 provided over an eight year period (\$25,000.00 per year), for the NFAA Expansion project.

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

Motion adopted.

Action 17-70

The recommendation from the Board of Directors of Business Improvement District No. 1 (BID No. 1) to provide funding for the Convention and Visitor’s Bureau (CVB) for expenses associated with their website upgrade and the Fireball Run event was considered. (Memorandum 17-55) Dan Specht, Chairman of BID No. 1 Board, and Kasi Haberman, Director of the CVB, were present to answer questions and request support for the projects. Moved by Commissioner Maibaum, seconded by Commissioner Johnson, to table consideration of the BID No. 1 Board’s recommendation at this time.

Roll Call: Members present voting “Aye:” Commissioners Hoffner, Johnson, Maibaum, and Miner; Voting “Nay:” Commissioners Carda, Knoff, Sommer, and Mayor Gross; Abstaining: Commissioner Ferdig.

Motion failed.

It was then moved by Commissioner Carda, seconded by Commissioner Sommer, to approve the recommendation from the Board of Directors of BID No. 1 to provide funding in the amount of \$15,000.00 for the CVB for expenses associated with their website upgrade and the Fireball Run event.

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

Action 17-71

Moved by Commissioner Johnson, seconded by Commissioner Ferdig, to approve the appointment of the following election workers for the City of Yankton election on April 11, 2017, and to establish the compensation for said election workers as \$170.00 for Superintendents and \$160.00 for Deputies, with an additional \$15.00 paid to those workers who attend the Poll Worker Training and Election School: VOTE CENTER 1: Julie Blunck, Superintendent; Janet Moderegger, Deputy; Deb Gubbels., Deputy; JoLynn Ryken, Deputy; Flora Jean Knodel, Deputy. VOTE CENTER 2: Sharon Fiedler, Superintendent; Nora Lee, Deputy; Malena Diede, Deputy; Bob Diede, Deputy; Natalie Frick, Deputy. VOTE CENTER 3: Carol Peterson, Superintendent; Gayle Jorgensen, Deputy; Elaine Harty, Deputy; Carol Hamvas, Deputy; JoAnn Huitema, Deputy. VOTE CENTER 4 (ABSENTEE): Lois Furdeck; Sandy Skinner. Vote Center Reserve List: Paula Hallberg. (Memorandum 17-52)

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

Motion adopted.

Action 17-72

Moved by Commissioner Sommer, seconded by Commissioner Johnson, to authorize City staff to proceed with implementation of the proposed Active Transportation Plan including prioritizing projects in preparation of upcoming budget discussions; prepare an ordinance amendment for minimum sidewalk width requirements; consider an adjustment to the Yankton Road Tax; and review the potential for on-street bike lane locations in new street projects and in existing areas where there are gaps in access. (Memorandum 17-56)

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

Motion adopted.

Action 17-73

The proposed Aquatics Facility Study was considered. (Memorandum 17-05) Josh Svatos and Park Advisory Board Member Lola Harens were present in support of the proposal. Moved by Commissioner Sommer, seconded by Commissioner Knoff, to approve the professional services agreement with Stockwell Engineers, Inc., Sioux Falls, South Dakota, to conduct a topographic survey and the preparation of a master plan for potential improvements at the Memorial Aquatic Center, for a fee of \$29,000.00.

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

Motion adopted.

Action 17-74

Moved by Commissioner Ferdig, seconded by Commissioner Johnson, to approve the Memorandum of

Understanding between the City of Yankton and United Way for the distribution of outside agency funds. (Memorandum 17-53)

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

Motion adopted.

Action 17-75

Moved by Commissioner Hoffner, seconded by Commissioner Sommer, to adjourn into Executive Session at 8:22 p.m. to discuss contractual litigation matters under SDCL 1-25-2.

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

Motion adopted.

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

Roll Call: Present: Commissioners Carda, Ferdig, Hoffner, Johnson, Knoff, Maibaum, Miner, and Sommer. City Attorney Den Herder and City Manager Nelson were also present. Absent: None.

Quorum present.

Action 17-76

Moved by Commissioner Carda, seconded by Commissioner Ferdig, to adjourn at 8:41 p.m.

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

Motion adopted.

C.N. Gross
Mayor

ATTEST:

Al Viereck
Finance Officer

Published March 21, 2017

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
MARCH 21, 2017 – 7:00 P.M.
Candidate Forum at Regional Technical Education Center**

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

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

Quorum present.

Commissioners Carda and Maibaum entered the meeting at 7:25 p.m.

The meeting consisted of a City Commissioner Candidates Forum. No action was taken.

Action 17-77

Moved by Commissioner Ferdig, seconded by Commissioner Hoffner, to adjourn at 8:00 p.m.

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

Motion adopted.

C.N. Gross
Mayor

ATTEST:

Al Viereck
Finance Officer



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 52, NUMBER 6

Commission Information Memorandum

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

Non-Agenda Items of Interest

1) Community Development Update

Staff continues to help out with facility related projects at The Center as time permits. Recently staff painted the north wall and relocated the audio visual screen and covers. The project was completed in an effort to center the screen and give the wall a little more balanced look. Along with the screen relocation and painting, staff cleaned and waxed the assembly hall floor as part of the annual floor maintenance. The nature of the projects required the work to be done on a weekend to help keep disruption of the day to day activities at The Center to a minimum. The project was done by the Community and Economic Development maintenance staff with help from the Department of Corrections.

2) Parks and Recreation Department Update

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

3) Human Resources Update

Jason Metz will be starting full-time employment at Fox Run Golf Course. He was hired for the position of Golf Course Assistant Grounds Maintenance. Jason has been working part-time at the golf course since 2014.

4) Finance Update

The deadline for voter registration for the April 11 municipal election is Monday, March 27, 2017. It is also the date that absentee voting is available and will be located only at the City Hall Finance Office for this election.

This year's municipal vote centers will be located at Yankton City Hall, the Yankton County 4-H Building and JoDean's Steakhouse. As in the past several elections, voters will be able to vote at any one of the designated vote centers.

The Finance Office will be doing its annual sewer rate adjustments for residential utility customers in the coming week. Customers' maximum sewer rates for the coming year are based on an average of their water consumption during the months of December, January and February as billed in January, February and March of each year. Sewer rates are adjusted each spring and are reflected in the April utility billing.

Please see the Finance Monthly Report for February enclosed in your packet.

5) Library Update

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

6) Police Department Update

Yankton Police have submitted a grant request for a Prescription Drug Drop Off. We are working with Yankton County Sheriff's Office to put the box in the lobby of the Safety Center. This project will allow prescription drugs to be dropped off anytime of the day. This process has been approved by the local DEA office.

We are working with Avera Sacred Heart Hospital's Emergency Department to determine how the purchase of Lewis and Clark Specialty Hospital will affect our operations. We use L&C Speciality Hospitla for our blood draws. This is an ongoing discussion.

Last week we hosted 4 students from Lake Andes for a Workforce Presentation on the duties of law enforcement. The students were instructed on the Administration, Patrol and Investigative roles of each area.

YPD has received a grant for our K-9 vests. The dogs had vests approximately 15 years ago but at some point the procurement stopped. These vests are an added security for our dogs.

7) Fire Department Update

With the recent warm weather and lack of snow cover it is time to remind the public to be extremely careful with any controlled burning they may be doing. During early spring is a prime time for wildfires to start. Be mindful of the weather. Check weather forecasts and grassland fire dangers (posted on the Sioux Falls National Weather Service Site) for the day you plan to burn and if burning wood piles, be mindful of winds and precipitation for up to a week after you burn. By ordinance, you cannot burn during grassland fire dangers of "Very High" or "Extreme or Red Flag", also you must burn during daylight hours and have the fire essentially out prior to dusk. You MUST call Yankton Police Department Dispatch at 605-668-5210 before burning. Calling the Fire Department business number is not effective as it is not manned 24 hours per day. If you have questions, please call the Yankton Fire Department at 605-668-5228.

8) Public Works Department Update

The Street Department has compiled the 2017 Street Reconstruction Program list. The following streets are planned to be reconstructed with the existing asphalt mat being removed and replaced.

- Dakota Street – 16th Street to 19th Street
- West 16th Street – Dakota Street to West Street
- Jacqueline Street Cul-de-sac
- West 21st Street – Railroad Crossing

A preconstruction and neighborhood meeting were held on March 15 for the Highway 50 Project, east of Marne Creek. Traffic control devices were installed the week of March 20 to accommodate the proposed watermain work. Additional lane closures can be expected the week of March 27. The anticipated completion of Phase I (south side) is July 4.

A preconstruction meeting followed by a neighborhood meeting will be scheduled prior to the contractor starting any work, on the 25th Street project.

Yankton Citywide Cleanup is scheduled to begin curbside pickup April 3, 2017. Placing items curbside before March 25 is not permitted, and those items may be removed at the property owner's expense. The Transfer Station will begin accepting no charge drop-off from regular collection route customers on March 18. Residents may also participate, at no additional cost, by placing items into sorted piles, by type, at their homes. Please have items placed curbside by your regular collection day. Piles should be located directly in front of your property, not in the street, alley, or neighboring property. Items not eligible for disposal include: tires, grass clippings, leaves, recyclables, refrigerator, air conditioners, dehumidifiers, paint, chemicals or household hazardous waste, oils, and batteries. Motor oil may be taken to the transfer station and disposed of free of charge year around. Please place garbage cans for regular collection at your normal collection point and away from piles. For more information on citywide cleanup and Transfer Station hours visit www.cityofyankton.org or call (605) 668-5211.

Enclosed with this packet is a list of asphalt streets scheduled to receive a seal coat (often referred to as "chip seal") this year. It is anticipated that the Street Department will perform the seal coating in July.

9) Environmental Services Update

Slowey Construction finished the manhole replacement project located near the street shop. This portion of the force main project replaced an existing manhole and connected the new force main to the gravity collection system. The project required bypass pumping of all the sewer during the replacement. Slowey construction experienced several issues during the project including an 8 inch bypass pump failure. A 6 inch pump was on hand but could not keep up during the peak flows. Because of this, the gravity sewer pipe backed up and a portion of the gravity sewer pipe failed with the increased pressure. The Wastewater Plant staff collected samples and the South Dakota Department of Environment and Natural Resources were notified. Staff is waiting for the final lab analysis and a detailed report will be sent to the SDDENR.

The Board of Water and Natural Resources will be considering the Water Plant Project State Revolving Fund loan application at the March 30 meeting. City staff, project engineers, and John Clem from District III will be attending the meeting to answer any questions the Board may have.

10) Information Services Update

City staff held a teleconference with radio consultant Gary Therkelsen. Progress on the detailed design was discussed as well specific design decisions that will need to be made going forward. Therkelsen & Associates will have staff onsite to do additional testing and to complete portions of the physical design of the project later this spring. Vanessa Gleason has been hired as a full time dispatcher and will begin her duties on April 3rd. Vanessa had worked previously for dispatch and will be returning. Her employment brings dispatch up to a full staffing level.

11) Monthly reports

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

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

1st - half of March information:

Fitness Classes-	
Early Bird Boot Camp class	39 participants
Power Abs	114 participants
Prime Time Senior class	23 participants
Tabata class	124 participants
TNT class	112 participants
Water aerobics	141 participants
Work-Out Express class	94 participants
Yoga classes	121 participants
Zumba class	62 participants

Rentals-	
o Birthday rentals-	15 parties
o SAC courts-	16 hours
o Theater-	0 hours
o Meeting rooms-	3.5 hours
o City Hall courts-	31.5 hours
o Capital Building-	2 dates
o Riverside shelters-	0 rentals
o Memorial shelters-	0 rentals
o Westside shelter-	0 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	0 rental

SAC members-	3,998 people
SAC memberships-	924
SAC attendance-	3,998 visits
New members-	40 people

Friday, March 3- Co-ed Dodgeball Registrations Due. 5 teams registered.
Women's basketball team registration Due. 3 teams interested so not having a league.

Saturday, March 4- Quickstart Tennis Program began. 38 participants.

Friday, March 10- Optimist Free Swim & Gym. 55 participants. SAC members use facility at no charge.

Monday, March 13- SAC Pool closed and drained for bi-annual maintenance and cleaning. Scheduled to re-open on Friday, March 24.

Tuesday, March 14- On-line registration for Spring Swim Lessons began.

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

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

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

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

Brittany LaCroix has all the musical acts booked for the 2017 Music at the Meridian concert series for this summer. It will be the Thursdays in July and the first three Thursdays in August, including the Thursday before Riverboat Days. Please check out the Music at the Meridian Facebook Page.

PARKS

Riverside Park Play Structure install is scheduled: begins April 10th – 13th; continues April 19th thru 21st; and finishes April 24th – 28th. Turf installed the first week in May. This is all contingent upon the weather allowing for the work to be completed.

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

The Capitol Building has had new wood shakes put on, along with new gutters, downspouts, and leaf guards.

The restroom building at the Riverside softball field has been renovated so there is heat in the utility area and restrooms. This will allow the restrooms to be opened up for spring baseball and softball games. The staff examined the restroom/concession stand building at the baseball stadium and at this time have decided that it cannot be heated for spring use.

Mount Marty Softball has informed us that they will play their spring home games on the Riverside Softball Field in 2017.

FOX RUN GOLF COURSE

The golf course and driving range open up for play on days when the temperature is over 50 degrees.

The Den Bar & Grill is open for your enjoyment. Eat before, during, or after playing golf or hitting some golf balls on the range. Join us for a meal, without hitting a single golf ball, just so you can enjoy the views from the clubhouse while you relax and eat.

In 2017, new items have been added to the menu like biscuits and gravy, breakfast burritos, loaded nachos, jalapeno poppers and, of course, we still have Yankton's best burger- the Fox Burger. Like to try new things? The Den will now have weekly specials for you to try something different! We are excited to expand our menu and provide more options for our customers.

The Den Bar & Grill is open daily, we'd love to have you join us for lunch, dinner, or anytime your craving one of our menu items. The menu can be found on the City's website.

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

League meetings for summer golf leagues will take place at the end of March. Leagues will begin week of April 17. Couples league will start in May

FINANCE MONTHLY REPORT

Activity	FEB 2017	FEB 2016	FEB 2017 YTD	FEB 2016 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	43,310	44,365	88,017	83,362
Water Billed	\$385,882.24	\$368,627.87	\$780,842.99	\$698,414.99
Basic Water Fee/Rate per 1000 gal	\$18.81/\$5.39	\$15.91/\$5.23		
Number of Accounts Billed	5,202	5,147	10,408	10,305
Number of Bills Mailed	5,202	5,147	10,408	10,305
Total Meters Read	5,623	5,555	11,238	11,103
Meter Changes/pulled	3	3	8	7
Total Days Meter Reading	1	1	2	2
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	1	0	1
Sewer				
Sewer Billed	\$281,246.06	\$283,292.89	\$566,709.62	\$537,660.91
Basic Sewer Fee/Rate per 1000 gal	\$9.23/\$5.59	\$8.79/\$5.32		
Solid Waste				
Solid Waste Billed	\$95,092.63	\$79,828.10	\$190,188.14	\$159,632.53
Basic Solid Waste Fee	\$20.18	\$17.13		
Total Utility Billing:	\$762,220.93	\$731,748.86	\$1,537,740.75	\$1,395,708.43
Adjustment Total:	(\$204.84)	(\$200.00)	(\$425.22)	(\$441.41)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	(\$44.84)	\$0.00	(\$45.22)	(\$1.41)
Penalty Adjustments OFF	(\$160.00)	(\$200.00)	(\$380.00)	(\$440.00)
Penalty Adjustments ON	\$0.00	\$0.00	\$0.00	\$0.00
New Accounts/Connects	50	51	108	95
Accounts Finaled/Disconnects	48	43	112	107
New Accounts Set up	9	1	20	3
Delinquent Notices	341	372	759	801
Doorknockers	157	106	294	235
Delinquent Call List	87	74	176	165
Notice of Termination Letters	14	12	30	14
Shut-off for Non-payment	7	5	13	7
Delinquent Notice Penalties	\$3,410.00	\$3,720.00	\$7,590.00	\$8,010.00
Doorknocker Penalties	\$1,570.00	\$1,060.00	\$2,940.00	\$2,350.00
Other Office Functions:				
Interest Income	\$21,090.69	\$10,804.94	\$44,130.00	\$22,074.63
Interest Rate-Checking Account	1.03%	0.68%		
Interest Rate-CDs	0	0		
# of Monthly Vendor Checks	135	125		
Payments Issued to Vendors	\$1,266,142.63	\$856,004.91	\$3,040,368.63	\$3,281,254.09
# of Employees on Payroll	214	220		
Monthly Payroll	\$404,447.01	\$398,726.69	\$856,089.53	\$831,355.68

Yankton Community Library

This past weekend we had our “Oscars Weekend Part 2.” We showed five Oscar nominated films and had 52 attendees. This continues to be a very popular event for us.

We also had a Teen Event last weekend called Brush Bots. The teens built tiny robots using toothbrush motors and small batteries. We had 10 teens in which is a good number for these events and it was well received.

The Friends of the Library will be hosting a paperback book sale March 29-31 in the Library Meeting Room. They have a nice backlog of donated items and hopefully this will help lessen some of that.

Our Teen Tech Tutors program continues to be a popular program. We continue to have good attendance on that and good assistance. April will be our last month doing it before the summer holiday.

Yankton Community Library • April 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
515 Walnut Street — 605-668-5275 http://library.cityofyankton.org — library@cityofyankton.org Find us on Facebook & Instagram (@yanktoncommunitylibrary)! Hours: Monday-Thursday, 9a-8p; Friday-Saturday, 9a-5p; Sunday, 1p-5p						1 Friends Book Sale 9:30 - 12 pm
2	3 Story Time 6:30 pm TAB, 7 pm	4 Toddler Time 10:15 am/5:30 pm	5 Story Time & sensory play, 10:15a	6 Story Time & sensory play, 10:15a Craft Day, 3:45 pm	7 Wii, 3:30 pm	8
9 National Library Week! → April 9-15	10 Story Time 6:30 pm	11 Toddler Time 10:15 am/5:30 pm Readers Anon., 1p Seed Library Class 1/6:30 pm	12 Story Time & sensory play, 10:15a Library Board Meeting, 5:30 pm	13 Story Time & sensory play, 10:15a LEGO Club, 3:45p	14 Wii, 3:30 pm	15 Teen Tech Tutors, 1-3p
16 Library Closed	17 Story Time 6:30 pm	18 Toddler Time 10:15 am/5:30 pm Unplug, Unwind, Craft, 6 pm	19 Story Time & sensory play, 10:15a	20 Story Time, 10:15a Science Club, 3:45p Library Foundation Meeting, 5:30 pm	21 Wii, 3:30 pm Teen Event AFTER HOURS!	22
23 	24 Story Time 6:30 pm	25 Toddler Time 10:15 am/5:30 pm Between the Lines, 5:30 pm	26 Story Time & sensory play, 10:15a	27 Story Time & sensory play, 10:15a Movie, 3:45 pm	28 LifeServe Blood Drive, 9a - 1p Wii, 3:30 pm	29
30						

MINUTES

FOX RUN GOLF ADVISORY BOARD

**Thursday, February 16, 2017
Fox Run Golf Course Clubhouse – 12:00 P.M.**

Routine Business

Roll Call:

Present: Terry Carda, Annette Kohoutek, and Warren Erickson.

Absent: Carll Kretsinger, Kim Auch, Jake Hoffner, and Steve Sager

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

Public Appearances: Dennis Sundleaf and Jim Gevens

Minutes:

January 19, 2017 minutes approved. Carda motioned, Kohoutek second. Motion carried 3-0.

Old Business

A. None.

New Business

- A. Update on security cameras for cart sheds. City IT Department is working with security camera firm to add additional cameras to the current system. Have ability to have eight total cameras. May need to upgrade software for additional cameras for outside cart shed additions.
- B. “C” cart shed security. City Street Department plans to install bollards at the clubhouse curb cut to stop cars from driving across course to access road by Cart shed “C.” A gate and dead end sign for the “C” cart shed access drive will be added as spring weather allows.
- C. Great Life discussion. Press release is being prepared by Great Life and they will publish the press release in the Sioux Falls market along with direct communications with their members. March is the first month of the agreement. Working with Great Life to include the Summit Activities Center as a fitness affiliate. The board has heard there is some concerns that the course will get too crowded with Great Life members. There have also been questions about the debate of not purchasing a Fox Run Pass and instead purchasing a Great Life Golf & Fitness Pass. When a local press release is made in regards to Great Life, the course should explain the difference between the two entities passes and what accesses and costs they entail. The course clubhouse staff will work in 2017 to get more golf groups of 3 and 4 versus single and double groups as this will help in two ways 1) get more people on the golf course during busy times and 2) get the majority of people on the course playing at the same pace and not having singles and doubles trying to play through.
- D. 2016 Financials from City Software. Loss in 2016 will be approximately (\$199,676.95). The loss is not carried over from year-to-year. Pro-shop net revenue was down dramatically. Personnel expenses were increased greatly with three full-time employees

in clubhouse. In the 2016 report, billing and administration still appear in City financials. They are also in the report for 2015, so both budgets are comparing the same expenses. In 2017, there will be less full-time personnel expenses as the clubhouse will only have two full-time employees. In reviewing financials from years past, clothing seemed to do well in the clubhouse, so Tom will order more clothing to sell for 2017. Tom also hopes the loyalty member program will help boost food & beverage and pro-shop sales as loyalty members receive a discount. Tom is working with accounts receivable and making sure all season pass fees, trail fees, cart storage fees, and other fees are all charged at one time and then traced in the computer system to make sure all payments are collected for the fees. In the past, the amounts to collect were not put into the computer so things were not tracked as accurately as they should have been.

- E. 2017 programming updates, simulator operations update. Patched simulator screen twice this year. May have to have a new screen made locally. Having a bit of trouble with the software for the simulator as it has been erasing data during league play. Tom distributed a course financials document for Jan. 1 through February 15. There have been some positive increases in concessions and pro-shop sales as compared to 2015. 2017 pass sales have been slow to this point in the year as the weather has not been conducive to outdoor golf and there was no “discount” day to get the 2017 pass for the 2016 rates. Those signing up to be Loyalty Members will get the 2017 pass at the 2016 rate. Tom is also working to find a way to track GreatLife golfers spending in the pro-shop and in concessions so we have some data to know if the affiliate agreement was beneficial to operations. Tom is also working to find ways to get more use on the simulator during slow times (morning pass for simulator play, high school pass).
- F. Course event calendar for 2017. League meetings at the end of March. Fox Run is working to create a golf event for the month of March. April- planning on having an Easter egg hunt for Easter event, high school tournaments, leagues begin week of April 17. Couples league will start in May and looking at making improvements to Couples League. Event on Mother’s Day will allow mothers to golf for free. Lots of events scheduled for the course all the way through September. Going to have a dad/child event on Father’s Day.
- G. Course conditions and projects. Trimming of trees in on-going. Hole #10 needs a replacement plan for the old cottonwoods at the bottom of the swale. As the weather warms up, walkers-golf-only to start. The frost needs to get out and then allow the top layer of turf to firm up some before allowing carts. The biggest concern with early spring golf is divots on the green that damage the turf and then the turf freezes and it kills the grass.

Other Business

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

Meeting Adjourned

- A. Kohoutek motioned, Carda second. Motion carried 3-0.

Joint Powers Solid Waste Authority
Financial Report Thru February 28, 2017

Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2017 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$135,035.82	\$89,797.57	\$224,833.39	\$309,837.50	\$1,859,025.00
<i>Expenses:</i>					
Personal Services	38,348.44	62,715.40	101,063.84	106,223.17	637,339.00
Operating Expenses	38,444.24	40,384.69	78,828.93	125,869.50	755,217.00
Depreciation (est)	22,568.38	44,186.16	66,754.54	70,290.17	421,741.00
Trench Depletion	0.00	16,009.08	16,009.08	26,208.33	157,250.00
Closure/Postclosure Resrv	0.00	1,084.45	1,084.45	1,425.00	8,550.00
Amortization of Permit	0.00	142.06	142.06	186.67	1,120.00
<i>Total Operating Expenses</i>	99,361.06	164,521.84	263,882.90	330,202.83	1,981,217.00
<i>Non Operating Expense-Interest</i>	0.00	11,485.63	11,485.63	18,866.67	113,200.00
<i>Landfill Operating Income</i>	35,674.76	(86,209.90)	(50,535.14)	(39,232.00)	(235,392.00)
Joint Recycling Center					
<i>Total Revenue</i>	16,712.56	27,592.96	44,305.52	38,179.17	229,075.00
<i>Expenses:</i>					
Personal Services	3,208.42	30,323.06	33,531.48	35,388.33	212,330.00
Operating Expenses	3,583.00	6,589.87	10,172.87	19,939.50	119,637.00
Depreciation (est)	6,706.80	6,466.16	13,172.96	13,141.67	78,850.00
<i>Total Operating Expenses</i>	13,498.22	43,379.09	56,877.31	68,469.50	410,817.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	3,214.34	(15,786.13)	(12,571.79)	(30,290.33)	(181,742.00)
<i>Total Operating Income</i>	\$38,889.10	(\$101,996.03)	(\$63,106.93)	(\$69,522.33)	(\$417,134.00)
Tonage in Trench:	<u>2/29/2016</u>	<u>2/28/2017</u>			
Asbestos	33.24	4.51	4.51	7.50	45.00
Centerville	40.79	38.89	38.89	44.17	265.00
Beresford	188.35	173.39	173.39	104.17	625.00
Clay County Garbage	1,891.51	1,557.19	1,557.19	2,200.00	13,200.00
Elk Point	150.55	165.58	165.58	170.00	1,020.00
Yankton County Garbage	2,950.85	2,989.79	2,989.79	3,633.33	21,800.00
<i>Total Tonage in Trench</i>	5,255.29	4,929.35	4,929.35	6,159.17	36,955.00
Operating Cost per ton			\$53.53	\$56.67	\$56.67

This report is based on the following:

Revenue accrual thru February 28, 2017

Expenses cash thru February 28, 2017 with March's Bills

Joint Powers Solid Waste Authority
Financial Report Thru February 28, 2017

Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2017 Budget
Source of Funds					
<i>Beginning Balance</i>	\$392,927.00	\$587,584.00	\$980,511.00	\$980,511.00	\$980,511.00
<i>Operating Revenue:</i>					
Net Income	38,889.10	(101,996.03)	(63,106.93)	(69,522.33)	(417,134.00)
Depreciation	29,275.18	50,652.32	79,927.50	83,431.83	500,591.00
Trench Depletion	0.00	16,009.08	16,009.08	26,208.33	157,250.00
Amortization of Permit	0.00	142.06	142.06	186.67	1,120.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	0.00	0.00	1,333.33	8,000.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	0.00	0.00	0.00	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	0.00	646.54	646.54	750.00	4,500.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(64,690.29)	64,690.29	0.00	4,940.00	29,640.00
Joint Recycling Center	(7,392.90)	7,392.90	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>389,008.09</u>	<u>625,121.16</u>	<u>1,014,129.25</u>	<u>1,027,838.83</u>	<u>1,264,478.00</u>
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	32.76	0.00	32.76	107,833.33	647,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	1,084.45	1,084.45	1,425.00	8,550.00
<i>Joint Recycling Center</i>					
Equipment	4,821.36	0.00	4,821.36	14,250.00	85,500.00
<i>Payment Principal</i>	0.00	15,833.58	15,833.58	28,443.83	170,663.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>4,854.12</u>	<u>16,918.03</u>	<u>21,772.15</u>	<u>151,952.17</u>	<u>911,713.00</u>
<i>Ending Balance</i>	<u>\$384,153.97</u>	<u>\$608,203.13</u>	<u>\$992,357.10</u>	<u>\$875,886.67</u>	<u>\$352,765.00</u>

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2017 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$293.16	\$293.16	\$1,083.33	\$6,500.00
Elk Point	0.00	7,699.54	7,699.54	8,500.00	\$51,000.00
Centerville	0.00	1,808.42	1,808.42	2,500.00	15,000.00
Bon Homme	0.00	0.00	0.00	0.00	0.00
Union County	0.00	0.00	0.00	0.00	0.00
Beresford	0.00	8,064.07	8,064.07	10,850.00	65,100.00
Clay County Garbage	0.00	74,338.10	74,338.10	112,500.00	675,000.00
Compost-Yd Waste-Wood	0.00	274.83	274.83	416.67	2,500.00
Contaminated Soil	0.00	69.60	69.60	250.00	1,500.00
White Goods	0.00	878.90	878.90	750.00	4,500.00
Tires	0.00	1,481.00	1,481.00	250.00	1,500.00
Electronics	0.00	695.10	695.10	166.67	1,000.00
Other Revenue	0.14	0.00	0.14	850.00	5,100.00
Less Recycling Tipping Fee	(8,671.62)	(5,805.15)	(14,476.77)	(19,945.83)	(119,675.00)
Cash long	0.00	0.00	0.00	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	3,657.28	0.00	3,657.28	8,666.67	52,000.00
Transfer Fees	140,050.02	0.00	140,050.02	183,000.00	1,098,000.00
Total Revenue	135,035.82	89,797.57	224,833.39	309,837.50	1,859,025.00
<i>Expenses: (cash)</i>					
Personal Services	38,348.44	62,715.40	101,063.84	106,223.17	637,339.00
Insurance	14,018.16	0.00	14,018.16	4,508.67	27,052.00
Professional Service/Fees	1,852.90	4,859.27	6,712.17	11,166.67	67,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	0.00	0.00
State Fees	0.00	4,929.35	4,929.35	6,487.50	38,925.00
Professional - Legal/Audit	0.00	0.00	0.00	208.33	1,250.00
Publishing & Advertising	40.21	156.00	196.21	216.67	1,300.00
Rental	0.00	0.00	0.00	83.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	3,904.35	3,904.35	9,333.33	56,000.00
Motor vehicle repair	0.00	525.78	525.78	3,833.33	23,000.00
Vehicle fuel & maintenance	12,898.10	3,631.82	16,529.92	39,000.00	234,000.00
Equip, Mat'l & Labor	4,168.08	0.00	4,168.08	2,000.00	12,000.00
Building repair	132.40	221.00	353.40	4,083.33	24,500.00
Facility repair & maintenance	0.00	614.19	614.19	5,833.33	35,000.00
Postage	90.04	2.06	92.10	125.00	750.00
Office supplies	181.69	281.69	463.38	533.33	3,200.00
Copy supplies	94.10	0.17	94.27	50.00	300.00
Uniforms	(3.84)	584.84	581.00	783.33	4,700.00
Small Tools & Hardware	0.00	0.00	0.00	41.67	250.00
Travel & Training	0.00	419.21	419.21	750.00	4,500.00
Operating supply	545.76	15,314.51	15,860.27	25,433.33	152,600.00
Electricity	1,436.05	1,855.17	3,291.22	4,700.00	28,200.00
Heating Fuel - Gas	2,414.21	2,796.33	5,210.54	5,333.33	32,000.00
Water	253.28	38.10	291.38	500.00	3,000.00
WW service	104.00	0.00	104.00	283.33	1,700.00
Landfill	40.36	0.00	40.36	33.33	200.00
Telephone	178.74	250.85	429.59	548.33	3,290.00
Depreciation (est)	22,568.38	44,186.16	66,754.54	70,290.17	421,741.00
Trench Depletion		16,009.08	16,009.08	26,208.33	157,250.00
Closure/Postclosure Resrv		1,084.45	1,084.45	1,425.00	8,550.00
Amortization of Permit		142.06	142.06	186.67	1,120.00
Total Op Expenses	99,361.06	164,521.84	263,882.90	330,202.83	1,981,217.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2017 Budget
<i>Non Operating Expense-Interest</i>	0.00	11,485.63	11,485.63	18,866.67	113,200.00
<i>Operating Income (Loss)</i>	\$35,674.76	(\$86,209.90)	(\$50,535.14)	(\$39,232.00)	(\$235,392.00)
<i>Capital:</i>					
Capital Outlay	\$32.76	\$0.00	\$32.76	\$107,833.33	\$647,000.00
Landfill Development	0.00	0.00	0.00	21,666.67	\$130,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$32.76	\$0.00	\$32.76	\$129,500.00	\$777,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$64,690.29)	\$64,690.29	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		4.51	4.51	7.50	45.00
Beresford		173.39	173.39	104.17	625.00
Centerville Garbage		38.89	38.89	44.17	265.00
Clay County Garbage		1,557.19	1,557.19	2,200.00	13,200.00
Elk Point		165.58	165.58	170.00	1,020.00
Yankton County Garbage		2,989.79	2,989.79	3,633.33	21,800.00
<i>Total Tonage in Trench</i>		4,929.35	4,929.35	6,159.17	36,955.00
Operating Cost per ton			\$53.53	\$56.67	\$56.67

Joint Recycling Center	Yankton	Vermillion	Total	2 Month	Legal
Description	Transfer	Center	Joint	Budget	2017 Budget
<i>Revenue:</i>					
Tipping Fees	\$8,671.62	5,805.15	\$14,476.77	19,945.83	\$119,675.00
Magazines	0.00	0.00	0.00	366.67	2,200.00
Metal/Tin	648.04	(9.00)	639.04	1,033.33	6,200.00
Plastic	0.00	10,679.41	10,679.41	3,333.33	20,000.00
Aluminum	0.00	0.00	0.00	4,166.67	25,000.00
Newsprint	2,253.80	2,610.49	4,864.29	1,833.33	11,000.00
Cardboard	5,139.10	7,890.65	13,029.75	4,833.33	29,000.00
High Grade Paper	0.00	(196.30)	(196.30)	2,166.67	13,000.00
Other Material	0.00	812.56	812.56	500.00	3,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	16,712.56	27,592.96	44,305.52	38,179.17	229,075.00
<i>Expenses:</i>					
Personal Services	3,208.42	30,323.06	33,531.48	35,388.33	212,330.00
Insurance	222.88	69.82	292.70	381.17	2,287.00
Professional Service/Fees	0.00	7.08	7.08	3,333.33	20,000.00
Hazardous Waste Collection	0.00	106.70	106.70	5,500.00	33,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	0.00	0.00	416.67	2,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	0.00	0.00	1,791.67	10,750.00
Vehicle repair & maintenance	0.00	0.00	0.00	166.67	1,000.00
Vehicle fuel	21.48	488.95	510.43	1,000.00	6,000.00
Building repair & maintenance	0.00	693.01	693.01	583.33	3,500.00
Postage	0.00	0.52	0.52	108.33	650.00
Freight	0.00	210.00	210.00	333.33	2,000.00
Office supplies	0.00	1,433.43	1,433.43	166.67	1,000.00
Uniforms	0.00	59.49	59.49	125.00	750.00
Materials Purchases	0.00	535.00	535.00	1,000.00	6,000.00
Travel & Training	0.00	487.80	487.80	333.33	2,000.00
Operating Supplies	0.00	0.00	0.00	2,000.00	12,000.00
Copy Supply	0.00	0.17	0.17	58.33	350.00
Electricity	0.00	922.78	922.78	1,083.33	6,500.00
Heating Fuel-Gas	0.00	918.89	918.89	833.33	5,000.00
Water	0.00	113.78	113.78	100.00	600.00
WW service	0.00	448.02	448.02	266.67	1,600.00
Telephone	0.00	94.43	94.43	141.67	850.00
Revenue Sharing	0.00	0.00	0.00	216.67	1,300.00
Transportation to Vermillion	810.00	0.00	810.00	0.00	0.00
Processing Recyclables	2,528.64	0.00	2,528.64	0.00	0.00
Depreciation (est)	6,706.80	6,466.16	13,172.96	13,141.67	78,850.00
Total Op Expenses	13,498.22	43,379.09	56,877.31	68,469.50	410,817.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$3,214.34	(\$15,786.13)	(\$12,571.79)	(\$30,290.33)	(\$181,742.00)
Capital Outlay	\$4,821.36	\$0.00	\$4,821.36	\$14,250.00	\$85,500.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	(\$7,392.90)	\$7,392.90	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru February 28, 2017

Expenses cash thru February 28, 2017 with March's Bills

2017 Joint Powers Total Operations Recap

Month	Yankton Transfer	Vermillion Landfill	Total	Total Tons	\$ per ton	Recycling			Yankton Operations	Vermillion Operations	Total Operations
						Yankton	Vermillion	Total			
January	30,365.01	(34,351.18)	(3,986.17)	2,526.52	46.62	523.97	(3,711.77)	(3,187.80)	30,888.98	(38,062.95)	(7,173.97)
February	5,309.75	(40,373.09)	(35,063.34)	2,402.83	60.80	2,690.37	(12,074.36)	(9,383.99)	8,000.12	(52,447.45)	(44,447.33)
Subtotal	35,674.76	(74,724.27)	(39,049.51)	4,929.35	53.53	3,214.34	(15,786.13)	(12,571.79)	38,889.10	(90,510.40)	(51,621.30)

3/1/2017

City of Yankton Transfer Station
Recap of Customer Tonnage

Date	City	Licensed Haulers						Sub-Total	All Other	Total Transfer	Recycling
	Compactors (577)	Janssen (547)	Arts (586)	Fischer (590)	Independence (627)	Loren Fischer (648)	Kortan (673)				Plastic Tonnage
January 2016	204.72	506.69	368.30	53.23	0.00	46.55	7.51	982.28	238.64	1,425.64	3.88
February 2016	206.87	495.25	333.19	49.59	0.00	58.99	6.40	943.42	302.26	1,452.55	4.63
March 2016	238.82	589.39	463.33	61.55	0.00	19.86	6.91	1,141.04	392.93	1,772.79	4.61
April 2016	228.62	591.17	496.82	66.85	0.00	66.59	8.67	1,230.10	707.64	2,166.36	4.64
May 2016	252.38	685.21	562.27	60.04	0.00	69.47	8.46	1,385.45	421.38	2,059.21	5.08
June 2016	238.64	669.62	503.49	60.40	0.00	67.60	9.91	1,311.02	362.51	1,912.17	6.14
July 2016	233.51	661.08	457.16	59.00	0.00	72.58	8.98	1,258.80	407.11	1,899.42	5.48
August 2016	275.43	705.87	563.39	67.83	0.00	54.20	13.14	1,404.43	425.85	2,105.71	4.83
September 2016	254.62	684.19	463.62	54.59	2.96	68.88	8.99	1,283.23	666.60	2,204.45	6.78
October 2016	228.46	616.02	499.49	47.87	3.46	71.68	8.35	1,246.87	448.09	1,923.42	3.39
November 2016	241.43	592.21	387.48	45.18	0.00	71.78	12.54	1,109.19	351.75	1,702.37	5.44
December 2016	245.70	549.64	366.06	41.80	0.00	71.43	17.18	1,046.11	274.34	1,566.15	4.85
2016 Total	2,849.20	7,346.34	5,464.60	667.93	6.42	739.61	117.04	14,341.94	4,999.10	22,190.24	59.75
January 2017	227.38	502.19	367.33	35.07	0.00	65.26	7.51	977.36	273.30	1,478.04	4.80
February 2017	202.70	484.93	336.77	29.14	0.00	59.30	11.20	921.34	288.46	1,412.50	4.51
2017 Total	430.08	987.12	704.10	64.21	0.00	124.56	18.71	1,898.70	561.76	2,890.54	9.31
									Total Tons	1,412.50	
									X \$3	3.00	
									Recycling Fee	<u>4,237.50</u>	

CITY OF VERMILLION
LANDFILL TONS

	2017	Independence Waste	Fischer Disposal	Art's Garbage	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2017 Tons
\$46.50 PER TON	Jan	276.74	139.71	11.74	36.72	92.03	277.66	20.37	91.35	36.30	982.62
	Feb	236.47	121.30	25.06	33.22	73.55	284.48	18.52	82.07	82.27	956.94
	Mar										0.00
	April										0.00
	May										0.00
	June										0.00
	July										0.00
	Aug										0.00
	Sept										0.00
	Oct										0.00
	Nov										0.00
	Dec										0.00
			513.21	261.01	36.80	69.94	165.58	562.14	38.89	173.42	118.57
\$46.50 PER TON	Jan	254.19	90.52	74.58	37.07	72.35	229.36	20.45	90.07	106.39	974.98
	Feb	286.52	110.84	33.01	39.74	78.20	244.08	20.34	98.28	418.45	1329.46
	Mar	329.04	119.55	44.85	40.83	92.35	284.77	22.63	112.78	281.11	1327.91
	April	359.13	101.87	30.15	39.65	78.99	252.37	22.60	110.47	148.03	1143.26
	May	470.23	143.70	30.02	50.45	97.90	317.70	28.89	117.59	250.68	1507.16
	June	427.34	131.28	35.25	39.13	92.12	321.69	17.24	116.78	448.17	1629.00
	July	346.13	116.62	24.88	34.87	84.50	256.11	18.72	94.93	184.12	1160.88
	Aug	418.26	144.99	22.06	45.26	99.45	375.91	22.71	130.37	245.67	1504.68
	Sept	462.15	133.62	41.11	39.52	86.96	286.57	25.47	107.48	227.56	1410.44
	Oct	382.48	143.09	29.91	41.08	88.53	291.09	22.05	118.45	208.17	1324.85
	Nov	326.87	130.81	18.07	38.69	93.02	302.84	23.34	105.00	153.43	1192.07
	Dec	292.39	120.29	21.25	36.94	82.65	210.17	20.89	96.12	133.56	1014.26
			4354.73	1487.18	405.14	483.23	1047.02	3372.66	265.33	1298.32	2805.34

City of Yankton
Airport Advisory Board Meeting Notes for
February 15, 2017
(approved)

ROLL CALL:

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

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

Absent – Dawn Steffes, Dave Mingo, and Amy Nelson

MINUTES – January 18, 2017

MOTION – It was moved by Roger Huntley and seconded by Jake Hoffner to approve the January 18, 2017, meeting minutes.

Monthly Fuel Report

January 34 transactions for 2,464 gallons, last year 4,230 gallons with 50 transactions

Staff Report

Mike and Dave talked with FAA on the tile hangar process and KLJ has gotten quotes from Quality Services (architectural) to see if any building near the tile hangar would affect it. Jim asked about how much quote was, Mike advised \$20,000.

Hangar Transfer –

Jake sold #31 hangar to Kynan Trail d/b/a Driftwood Creek Flying Club, LLC

MOTION – It was moved by Mark Yonke and seconded by Roger Huntley to approve the Hangar Transfer.

VOTE – Voting “Aye” – Huntley, Yonke, Cox, Hamilton, Munn

ABSTAINED - Jake Hoffner

Airport Conference –

George Munn, Jr. is now going, need to register him.

Jim Cox, Jake Hoffner, Steve Hamilton and Mark Yonke will be attending sponsor meeting.

ADJOURNMENT

MOTION – It was moved to adjourn by Roger Huntley.

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

MOTION – PASSED

2017 Street Department Seal Coat List

STREET NAME	FROM & TO
Cedar St.	W. 15 th to W. 19 th
Walnut St.	W. 8 th to W. 15 th
Douglas Ave.	W. 19 th to W. 21 st St.
Capital St.	E. 2 nd to E. 4 th
Capital St.	E. 15 th to E. 19 th
Capital St.	E. 25 th to E. 26 th
Burleigh St.	E. 5 th to E. 8 th
Locust St.	W. 15 th to W. 21 st St.
Green St.	W. 5 th to W. 8 th
Spruce St.	W. 3 rd to W. 5 th
W. 6 th St.	Locust to Broadway
W. 7 th St.	Maple to Locust
W. 11 th St.	Broadway to Douglas
W. 12 th St.	Broadway to Douglas
W. 21 st St.	Elm to Douglas
Donohoe Blvd.	Mulberry to Lakeview
Julie St.	E. 29 th to E. 29 th
Mary St.	Donohoe to E. 29 th
Belmont St.	Applewood to E. 29 th
Applewood Dr.	Arlington to Peninah
Arlington Ave.	N. Applewood to Cul-de-sac

Santa Rosa Cr	Cul-de-sac
Alley	W. 8 th to W. 9 th /Locust & Linn
Alley	W. 10 th to W. 11 th /Broadway & Cedar
Alley	W. 11th to W. 12th/Cedar & Walnut
Alley	W. 5th to W. 6th/Walnut & Douglas
Parking Lot	Meridian Bridge & West Side
Parking Lot	Memorial Park/South lot W. 19th
Parking Lot	Memorial Park/South lot E. 19th
Parking Lot	Memorial Park/Swimming Pool

Publishing Dates: March 30 and April 6, 2017

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street, Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P.M. on the 13th day of April, 2017, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bids will be held on the 24th day of April, 2017, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ONE (1) NEW HEAVY DUTY TEN YARD 14' DUMP BOX BODY WITH HYDRAULIC HOIST

THE PUBLIC WORKS DEPARTMENT
STREET DIVISION

Copies of the specifications and bidding forms may be obtained at the Office of the Department of Public Works, 700 Levee Street, Yankton, South Dakota, 57078 or by telephoning (605) 668-5211.

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

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

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

Dakota

Dated: March 30, 2017

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Publishing Dates: March 16 and March 23, 2017

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P. M. on the 30th day of March, 2017, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on the 10th day of April, 2017, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ANNUAL SUPPLY BITUMINOUS MIX

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

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

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

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

Dated: March 16, 2017

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Publishing Dates: March 16 and March 23, 2017

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P. M. on the 30th of March, 2017, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on the 10th of April, 2017, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ONE (1) NEW 2017 HEATED JOINT SEAL MACHINE

**FOR THE PUBLIC WORKS DEPARTMENT
STREET DIVISION**

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

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

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

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

Dated: March 16, 2017

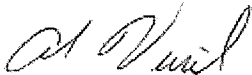
-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a New Retail (on-off sale) Malt Beverage License for July 1, 2016, to June 30, 2017, from Hillcrest Golf & Country Club (Warren Muller, General Manager), 2206 Mulberry Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, April 10, 2016 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota
this 27th day of March 2016.



Al Viereck
FINANCE OFFICER

***Second Reading and Public Hearing
Rezoning***

Memorandum #17-57

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Proposed Rezoning, Ordinance #994.
Date: March 20, 2017



PROPOSED REZONING

ACTION NUMBER: 17-07

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Concrete Materials.

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

PROPERTY DESCRIPTION & REZONING REQUEST:

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

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

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

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

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

capacities. The possibility of providing rail access is also a very important element making the area desirable for industrial purposes.

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

Staff recommends approval of the proposed rezoning

HEARING SCHEDULE:

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

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

Post Planning Commission Meeting Staff Note: The rezoning applicant and the owner of the residence 750 feet north of the proposal have met to discuss the project. The applicant has agreed to leave a row of trees on the north side of the applicant's property to help screen the view of the expanding concrete plant from the north.

ORDINANCE NO. 994

AN ORDINANCE TO REZONE PROPERTY DESCRIBED HEREIN

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

Section 1.

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

As depicted on the associated Rezoning Location Map.

Section 2. Saving Clause.

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

Section 3. Effective Clause.

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

Adopted:

1st Reading:

2nd Reading:

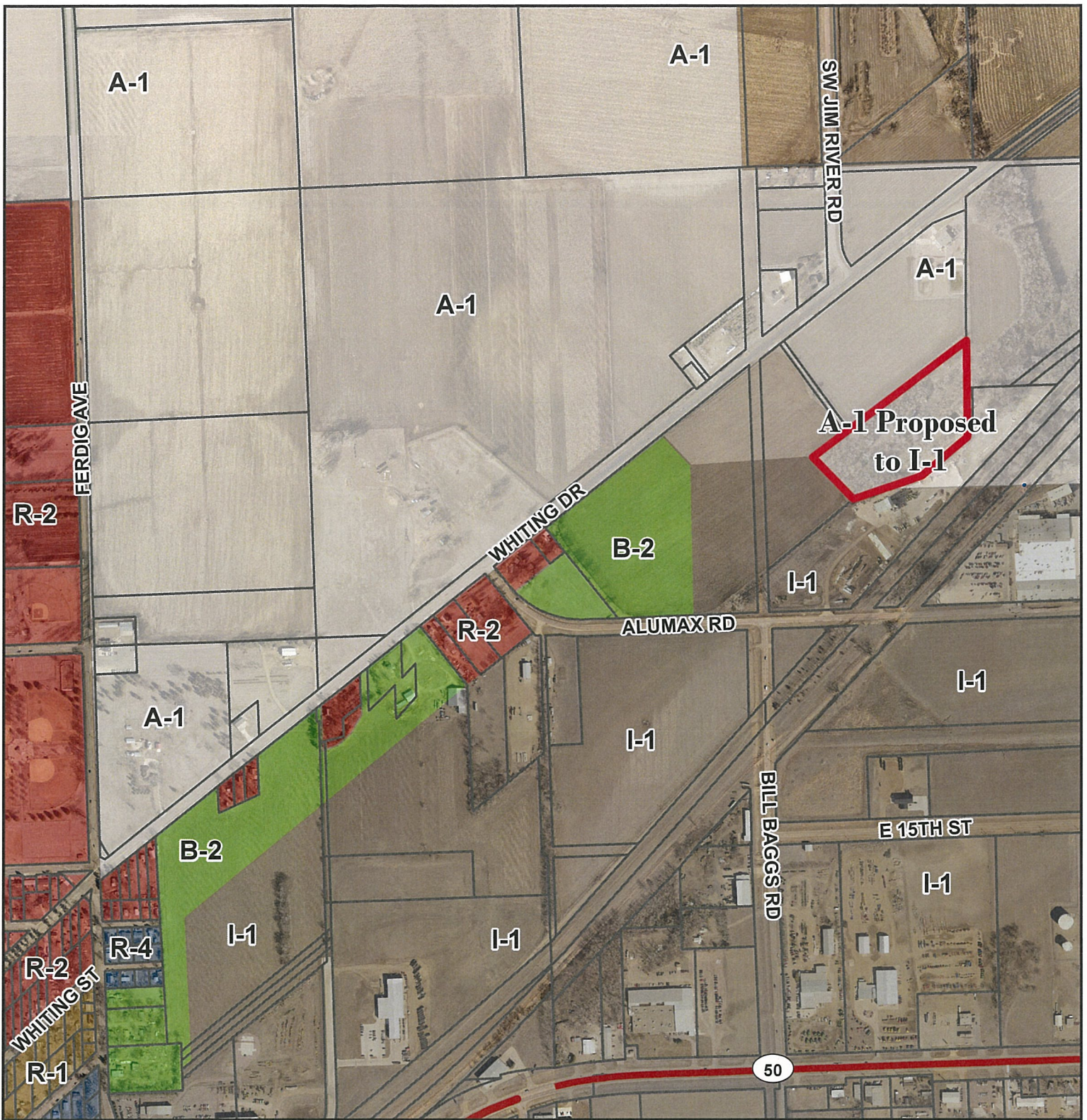
Publication Date:

Effective Date:

C. N. Gross, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

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

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



City of Yankton
City Planning Commission
Yankton, SD 57078

Re: Rezoning of Property

Dear Commission Members:

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

Address: 2209 Whiting Dr

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

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

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

Thank you for your consideration.,

Dated this 14 day of December, 2016

Andy Ham
signature

Andy Ham - Concrete Materials
printed / typed name

2270 Alumar Rd
Yankton, SD

address

**ZONING ORDINANCE NO. 711 SECTION XIII
REZONING**

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

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

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

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

City Receipt Account Number 101.3231

P A R T
DEC 21 2016

CITY OF YANKTON

PETITION TO INITIATE REZONING

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

Address: 2209 Whiting Dr

Legal Description: Lot D, Yaggies Third Addition
except 30' x 650' access 9-93-55

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

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

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

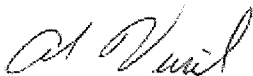
3 properties need to be represented by signature for this petition to be valid.
On properties where more than one owner is listed, all listed owners must sign in order for that property to be represented on this petition.

Memorandum #17-63

To: City Manager
From: Finance Department
Date: March 17, 2017
Subject: Special Events RETAIL (on-sale) Liquor License-Chamber of Commerce

We have received an application for a Special Events (on-sale) Liquor License for 1 day, April 11, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Lewis & Clark Ford, 803 E 4th 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.



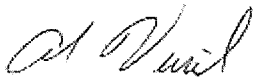
Al Viereck
Finance Officer

Memorandum #17-64

To: City Manager
From: Finance Department
Date: March 17, 2017
Subject: Special Events Malt Beverage-Dave Naslund Benefit

We have received an application for a Special Events Malt Beverage (on-sale) Retailers License for 1 day, April 15, 2017 from Dave Naslund Benefit, NFAA, 800 Archery Lane, Yankton, S.D.

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



Al Viereck
Finance Officer

Memorandum #17-58

To: Amy Nelson, City Manager
From: Dave Mingo, Community and Economic Development Director
Adam Haberman, Public Works Director
Todd Larson, Parks, Recreation & Special Events Director
Subject: Walnut Street, 2nd Street to 4th Street Project Discussion. Planned for 2018
Date: March 20, 2017

The adopted Capital Improvement Plan (CIP) includes a Walnut Street reconstruction project estimated at \$590,000 in 2018 with design occurring in 2017. The CIP also includes an associated \$125,000 water main project. The proposed reconstruction of Walnut Street would be between 2nd Street and 4th Street. Staff is already in the initial design consideration phases for the project and requests that the City Commission provide comments about the basic street layout that will be designed. Staff requests that this discussion focus on the basic improvement elements for the corridor like street, curb and gutter alignment, sidewalks etc. Although we need to be aware of other amenities that will likely be added to the corridor at a later date, consideration of those improvements like streetscaping, lighting, fire feature and street furniture will be determined through future public input processes. The more detailed aspects of those enhancements will also be discussed as a part of future budget planning.

You may be aware that there have been a couple of plans regarding the corridor that were reviewed by the community in the past. The “Meridian Bridge Plaza” Plan and “Two-Bridges to the Future” Plan were created in 2007 and 2008 respectively. The conceptual street layout and curb lines in those plans were based somewhat on the 3rd Street corridor look with traffic calmers. The visuals in those plans get pretty busy with all of the additional amenities / improvements so we created a more basic version of the design that focusses on the infrastructure for this discussion. The Onward Yankton process emphasizing our downtown also lends support to the consideration of this project in the short term.

The first illustration attached with the vivid colors is a page from the previous planning efforts. It must be remembered that this represents a “vision” from the time. Project decisions and other improvements made incrementally since then have redirected things somewhat. And, any improvements made to the Walnut Street corridor in the planned 2018 construction season will be another part of that evolution of the vision.

The second illustration attached provides a clearer look at the existing and potential street alignment and curb line improvements. The gray shaded areas show a blend of what is currently there (3rd Street calmers and plaza improvements) and what was depicted in the previous plan. One of the primary goals of the previous plan and depicted alignment is to slow vehicle traffic down and make the corridor more pedestrian friendly. As depicted, the curb lines and calmer installations would reduce on street parking slightly.

As discussed, please review this layout and provide us with direction prior to us moving forward

_____ Discussion Item

with the creation of engineering design details. We are hopeful that this discussion can provide clear direction about the proposed 2018 project but we are aware that as with other projects in out years in the budget, this can change through the summer's budget adoption process. We will also be cognizant of any design related thoughts that are discussed during this spring's Onward Yankton, Design South Dakota process.

The question at this time: Does the basic street, curb and sidewalk layout depicted in the second illustration still represent the foundation of the corridor design that we want to proceed with?

Respectfully submitted,



Dave Mingo
Community & Economic
Development Director



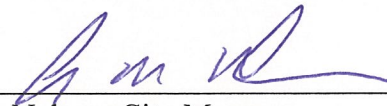
Adam Haberman
Public Works Director

Todd Larson
Park, Recreation & Special
Events Director

Recommendation: It is recommended that the City Commission provide staff direction about the basic street, curb and gutter alignment aspect of the design for the proposed 2018 Walnut Street project.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

Memorandum #17-59

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Amended Agreement with KLJ for Airport Apron Project
Date: March 20, 2017

As you know, the apron and hangar relocation project at the Chan Gurney Municipal Airport has proved to be very challenging for a number of reasons. The unexpected level of detail and number of delays involved with the environmental assessment have been the primary reason for the problems. There have been discoveries of issues that could not have been predicted related to the uses of the property during World War II. Along with those issues, has been some staffing transitions at the Federal Aviation Administration (FAA) Regional Office that is involved with our project. Kadrmas Lee and Jackson (KLJ), the airport engineering consultant that we have under contract, has performed well under the circumstances.

We are fortunate to have access to federal and state funding programs for our airport projects and the above described issues come with the territory at times. They are funding the majority of the project so they substantially dictate the process. We continue to get every indication from both the FAA and the State Division of Aeronautics that this is a process that we will be able to work through over time.

The impact of these delays has a direct impact on the City of Yankton's contribution to the project. As described in the attached letter from our consultant, Bryan Jacobson of KLJ, the project has basically exhausted the funds available for their involvement. Because of this, KLJ is asking for consideration of an amount up to but not exceeding \$20,000 to see the process to completion. This \$20,000 is not eligible for any match from other governmental entities.

The entire project, through all phases is estimated to cost \$851,571 the City's share being \$42,580. The adjustment to our contract with KLJ would mean that the City's share would increase to a maximum of \$62,580. If approved, we will keep this cost overrun in mind and make adjustments to other areas of the budget accordingly throughout the year.

Respectfully submitted,



Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission authorize the City Manager to enter into an agreement with KLJ for additional environmental assessment related costs for the described Chan Gurney Airport project not to exceed \$20,000.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll Call



February 8, 2017

◇ Mr. Dave Mingo
Community and Economic Development Director
City of Yankton
PO Box 176
Yankton, SD 57078

Re: Apron Expansion Environmental Assessment

Dear Mr. Mingo:

This letter is to provide you with an update on both the status of the project and our current project budget.

In regards to the project status update, the Environmental Assessment (EA) has been drafted and was submitted to the FAA for review on January 10, 2017. Also, the FAA has begun coordination with the State Historical Preservation Office (SHPO) in regards to the affects on the historic tile hangar as well as the barrel hangar. A teleconference was held on January 13, 2017 between the FAA, Yankton and KLJ in regards to the possible indirect affect to the barrel hangar. The FAA informed all that an additional architectural inventory study will be required to proceed with the EA. This study was not included within the original scope of services due to a previous architectural survey being conducted during the wildlife fence project some years ago, when this effort was initially started. The FAA's reasoning for the additional survey is that there was not sufficient detail provided in regards to the barrel hangar and it's potential to be deemed historic. KLJ has requested proposals from firms to conduct this additional study and recommend that Quality Services, Inc. be granted the notice to proceed.

In regards to the current project budget. Through the current EA process there has been additional effort required, mostly due to environmental staff changes within the FAA and additional FAA coordination. Currently, we are working with our third FAA Environmental Specialist on this EA. KLJ's budget for the environmental assessment is likely to become exhausted prior to completion of the EA. It is estimated from the current status of the EA, that an additional \$20,000 will be required to complete the project. This includes the architectural study mentioned above.



It is my recommendation that an amendment be considered to the original agreement not to exceed \$20,000 at an hourly cost plus basis. This ensures that any effort that is not required shall not be billed. The FAA has typically not approved amendments for environmental grants and it is likely that the additional cost will not be reimbursed.

Thank you in advance for this consideration and please contact me if you have any questions.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Bryan Jacobson', written in a cursive style.

Bryan Jacobson

bjj

Enclosure(s): Quality Services Inc. Architectural Inventory Proposal.

Project #: 14515127

NATIONAL PERSPECTIVE
REGIONAL EXPERTISE
TRUSTED ADVISOR

CHAN GURNEY MUNICIPAL AIRPORT, YANKTON, SD
AIP #3-46-0062-??, KLJ ?
ANALYSIS OF PROBABLE COSTS

Construct PCC Apron Expansion & Relocate 2 Existing Hangars (approx. 3,660 S.Y. Paved)

Spec. No.	Item	Qty.	Unit	Unit Price	Total
SP-Loc	1 Mobilization	1	L.S.	\$ 60,000.00	\$ 60,000.00
SP-Loc	2 Air Side Traffic Control	1	L.S.	5,000.00	5,000.00
P-152	3 Unclassified Excavation	3,000	C.Y.	10.00	30,000.00
P-152	4 Water	50	M.Gal.	20.00	1,000.00
Plan Notes	5 Soil Stabilization Material	3,850	S.Y.	5.00	19,250.00
P-208	6 8-Inch Crushed Aggregate Base Course	950	C.Y.	40.00	38,000.00
Plan Notes	7 Geotextile Fabric	3,900	S.Y.	3.00	11,700.00
Plan Notes	8 Remove and Dispose of Bituminous Pavement	5,660	S.Y.	3.00	16,980.00
P-501	9 8-Inch PCC Pavement	3,654	S.Y.	55.00	200,970.00
Plan Notes	10 Remove & Dispose of Concrete Pavement	260	S.Y.	7.00	1,820.00
P-605	11 Joint Sealing – 8-Inch PCC Pavement (New)	5,700	L.F.	3.00	17,100.00
P-620	12 Taxiway Painting	1,500	S.F.	6.00	9,000.00
T-901	13 Seeding	2	Acre	2,000.00	4,000.00
T-905	14 Topsoiling (On Site)	200	C.Y.	6.00	1,200.00
T-905	15 Topsoiling (Contractor Provided)	800	C.Y.	10.00	8,000.00
T-908	16 Mulching	2	Acre	4,000.00	8,000.00
SP-Loc	17 Relocate Existing Hangar	2	Ea.	60,000.00	120,000.00
SP-Loc	18 Install Aircraft Tiedown	6	Ea.	500.00	3,000.00

Total Estimated Cost **\$ 555,020.00**

OTHER COSTS:

Administration (Added - not part of Engineering Contract)	\$ 2,000.00
Phase 1-Design	77,000.00
Phase 2-Design	65,000.00
Construction Administration	40,000.00
Construction Observation	60,000.00
Estimated Construction Testing	<u>12,000.00</u>

TOTAL OTHER COSTS **\$ 256,000.00**

TOTAL ESTIMATED PROJECT COST **\$ 811,020.00**

CONTINGENCY (5%) **\$ 40,551.00**

TOTAL ESTIMATED PROJECT COST WITH CONTINGENCY **\$ 851,571.00**

Federal Funding (90%) **\$ 766,413.00**

State Funding (5%) **\$ 42,578.00**

Local Funding (5%) **\$ 42,580.00**

Memorandum #17-67


To: Amy Nelson, City Manager
From: Kyle Goodmanson, Environmental Services Director
Subject: Change Order #1 and #2 Collector Well Project
Date: March 27, 2017

Work continues on the Collector Well Project. The Collector Well is running with only a few punch list items remaining.

The attached Change Order No. 1 decreases the project cost by \$9,059.23. The attached Change Order No. 2 decreases the project cost by \$73,395.75. The decrease costs were primarily due to decrease in quantities of project materials and services. Small increases were included for electrical improvements in the amount of \$5,090.30. Change Order No. 1 also included a time extension. A final change order will be needed with final payment for an additional time extension.

City staff has reviewed the project Change Orders. We recommend that Change Order No. 1 and No. 2 be approved.

Respectfully submitted,

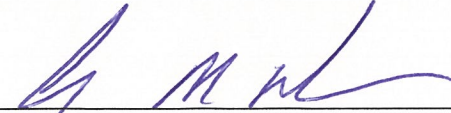


Kyle Goodmanson
Environmental Services Director

Recommendation: It is recommended that the City Commission approve Memorandum #17-67 for Change Order No. 1 for a decrease in the amount of \$9,059.23 and Change Order No. 2 for a decrease in the amount of a \$73,395.75.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson – City Manager

Roll call

CHANGE ORDERPROJECT TITLE: 2014 Water Treatment Plant Improvements, Horizontal Collector WellCHANGE ORDER NO.: 2PROJECT NO: City Project No. ES14-5 DATE: December 20, 2016DESCRIPTION: Reconcile final quantities and add a temperature sensor in the Collector Well Pump House connected to SCADA to alarm at a high and low temperature set point..

The following changes are hereby made to the Contract Documents:

1. Reconcile the following bid items (See CPR #6):

• Credit Bid Item 33 – Remove Sediment	\$-697.06
• Credit Bid Item 34 – Remove Erosion Control Wattles	\$-890.35
• Credit Bid Item 35 – Type I Erosion Control Blanket	\$-2,740.50
• Credit Bid Item 36 – 20” Diameter Erosion Control Wattles	\$-4,096.20
• Credit Bid Item 37 – Remove & Reset Erosion Control Wattles	\$-4,696.65
• <u>Credit Bid Item 38 – Concrete Pavement Replacement</u>	<u>\$-63,168.00</u>
Total Credit	\$-76,288.76

2. Provide Wall Mounted Temperature Sensor located in the Collector Well Pump House and connected to SCADA (See attached copy of CPR #7). Change in contract price is \$2,893.01.

Total Amount of this Change Order \$-73,395.75

JUSTIFICATION: See attached copies of CRP #6 and CPR#7 for a description of the changes and justification for the changes.


Original Contract Amount:	\$ <u>9,213,103.94</u>
Current Contract Amt. Adjusted by Previous Change Orders:	\$9,204,044.71
Contract Amt. due to this Change Order will be (increased) (decreased) by:	<u>\$-73,395.75</u>
Contract Amount including this Change Order will be:	\$9,130,648.96

Contract Time will be (increased)(decreased) by 0 days
 Completion Date for all work will be November 1, 2016

RECOMMENDED BY: Kevin F. Newman
 HDR Engineering, Inc. (Engineer)

APPROVAL:

ORDERED BY: _____
Director of Environmental Services, City of Yankton

ACCEPTED BY:  _____
Welfl Construction (Contractor)



RFP

To: Kevin Newman
HDR Engineering Inc
6300 S. Old Village Place
Suite 100
Sioux Falls, SD 57108
Ph: (605)977-7760 Fax: (605)977-7747

Number: CPR 6
Date: 12/12/16
Job: 34-362 Horizontal Collector Well
Phone:

Description: Credit Reconciliations

We are pleased to offer the following specifications and pricing to make the following changes:

- Credit for Line 33 remove sediment
- Credit for Line 34 remove Erosion Control Wattles
- Credit for Line 35 Type 1 Erosion Control Blanket
- Credit for Line 36 20" Diam. Eros. Control Wattle
- Credit for Line 37 Remove & Reset Eros. Control Wattle
- Credit for Line 38 Concrete Pavement Replacement

The total amount to provide this work is \$-76,288.76

The schedule is not affected by this change.

If you have any questions, please contact me at (605)665-3258.

Submitted by: Kevin Schulz
Welfl Construction Corporation

Approved by: _____
Date: _____

Cc:

34-362 Horizontal Collector Well

City of Yankton

**RFP - CPR 6
Credit Reconciliations**

Welfl Construction Corporation

Print Date 12/13/2016

<u>Number</u>	<u>Date</u>	<u>Description</u>	<u>Labor</u>	<u>Material</u>	<u>Sub</u>	<u>Total</u>
CPR 6	12/12/16	Credit Reconciliations				
		<i>Landscaping</i>		-697.06		-697.06
		<i>Landscaping</i>		-890.35		-890.35
		<i>Landscaping</i>		-2,740.50		-2,740.50
		<i>Landscaping</i>		-4,096.20		-4,096.20
		<i>Landscaping</i>		-4,696.65		-4,696.65
		<i>Concrete</i>		-63,168.00		-63,168.00
		<i>Payroll Burden</i>				0.00
		<i>Sales Tax</i>				0.00
		<i>Bond</i>				0.00
		<i>Builders Risk</i>				0.00
		<i>Excise Tax</i>				0.00
		<i>Overhead & Profit on General Work</i>				0.00
		<i>Overhead & Profit on Sub Work</i>				0.00

Total Price RFP - CPR 6

\$-76,288.76



Change Proposal Request No: 7
(Not a Change Order)

Project Name:
City of Yankton, SD 2014 Water Treatment Plant
Improvements, Horizontal

Project Owner:
City of Yankton

HDR Project No:
223788

Owner's Project No. (If applicable):

Contractor: Welfl Construction Corp.

Regulatory Agency Project No. (If applicable):

Initiated by
Kevin F. Newman

Date:
12/16/2016

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Provide a wall mounted temperature sensor in the Collector Well Pump House that will allow City Operations staff to view what the room temperature is in the pump house at the Water Plant HMI via an analog signal sent through the SCADA system. A high and low temperature alarm is also to be sent via the SCADA system back to the Water Plant. Attached is a marked up Technical Bulletin for a Dwyer Series RHP-W Temperature sensor that shows part number, configuration, and switch settings. The sensor is to be Dwyer Series RHP-W as indicated or Equal. At the HMI a room temperature display spanned from 0 to 1000 DEGF with adjustable alarm points will be needed.

Section # Filter:

File Attachments:

H_RHP_W_rev3_9681.pdf

Kevin F. Newman

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

[] Increased [] Decreased [X] Unchanged

by _____ calendar days.

This change will: [X] Add [] Deduct [] Not Change

\$2,893.01

Welfl Construction Corp.

General Contractor

Date

HDR Recommendation:

[X] Recommend Acceptance

[] Do Not Recommend Acceptance

By: HDR Kevin F. Newman

Date 12/20/2016

Owner's Action:

[] Accepted [] Not Accepted

City of Yankton, SD

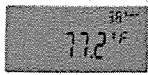
By: Owner

Date

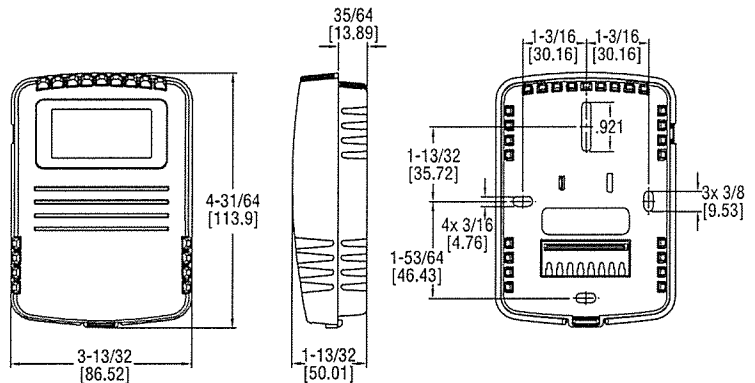


Series RHP-W Wall Mount Humidity/Temperature/Dew Point Transmitter

Specifications - Installation and Operating Instructions



Shown with optional LCD display



The Series RHP-W Wall Mount Humidity/Temperature/Dew Point Transmitter is the most versatile room transmitter on the market. The stylish housing is well vented to provide air flow across the sensor to improve measurement accuracy. An optional LCD display can be integral to the transmitter or a remote display can be ordered for building balancing or LEED validation. The LCD display indicates the ambient temperature along with the humidity or dew point. The transmitter has internal dip switches to select the temperature engineering units and whether the transmitter outputs humidity or dew point.

The humidity and temperature sensors are field replaceable to reduce service cost and inventory. The humidity and the dew point are measured using a capacitive polymer sensor that completely recovers from 100% saturation. The humidity and dew point can have either a current or voltage output, while the optional temperature output can be a current, voltage, RTD or thermistor. For models with current or voltage for the temperature output, the temperature range is field selectable.

INSTALLATION

WARNING Disconnect power supply before installation to prevent electrical shock and equipment damage.

Make sure all connections are in accordance with the job wiring diagram and in accordance with national and local electrical codes. Use copper conductors only.

CAUTION Use electrostatic discharge precautions (e.g., use of wrist straps) during installation and wiring to prevent equipment damage.

CAUTION Avoid locations where severe shock or vibration, excessive moisture or corrosive fumes are present.

CAUTION Do not exceed ratings of this device, permanent damage not covered by warranty may result. The 4-20 mA models are not designed for AC voltage operation.

SPECIFICATIONS

Relative Humidity Range: 0 to 100% RH.

Temperature Range: -40 to 140°F (-40 to 60°C) for thermistor and RTD sensors. -20 to 140°F (-28.9 to 60°C) for solid state temperature sensors.

Dew Point Temperature Range: -20 to 140°F (-28.9 to 60°C); 0 to 100°F (-17.8 to 37.8°C); 40 to 90°F (4.4 to 32.3°C); -4 to 140°F (-20 to 60°C) field selectable ranges.

Accuracy:

RH: Model RHP2 ±2% 10-90% RH @ 25°C; Model RHP3 ±3% 20-80% RH @ 25°C.

Thermistor Temperature Sensor: ±0.4°F @ 77°F (±0.22°C @ 25°C).

RTD Temperature Sensor: DIN Class B; ±0.54°F @ 32°F (±0.3°C @ 0°C).

Solid State Temperature Sensor: ±0.9°F @ 72°F (±0.3°C @ 25°C).

Hysteresis: ±1%.

Repeatability: ±0.1% typical.

Temperature Limits: -40 to 140°F (-40 to 60°C).

Storage Temperature: -40 to 176°F (-40 to 80°C).

Compensated Temperature Range: -4 to 140°F (-20 to 60°C).

4-20 mA Loop Powered Models:

Power Requirements: 10-35 VDC.

Output Signal: 4-20 mA, 2 channels for humidity/solid state temperature sensor models (loop powered on RH). Switch selectable RH/dew point. Switch selectable normal or reverse output.

0-5/10V Output Models:

Power Requirements: 15-35 VDC or 15-29 VAC.

Output Load: 5 mA max., 2 channels for humidity/solid state temperature sensor models. Switch selectable 0-10V/2-10V or 0-5V/1-5V output. Switch selectable RH/dew point. Switch selectable normal or reverse output.

Solid State Temperature Sensor Output Ranges:

Switch selectable, -20 to 140°F (-28.9 to 60°C); 0 to 100°F (-17.8 to 37.8°C); 40 to 90°F (4.4 to 32.3°C); -4 to 140°F (-20 to 60°C).

Response Time: 15 seconds.

Electrical Connections: Screw terminal block.

Drift: <1% RH/year.

RH Sensor: Capacitance polymer.

Enclosure Material: White polycarbonate.

Display: Optional LCD, backlit on 0-5/10V models. Switch selectable %RH or dew point, °F/°C.

Display Resolution: RH: 1%; Temperature: 0.1°F (0.1°C); Dew Point: 1°F (1°C).

Weight: 0.3 lb (0.14 kg).

Agency Approvals: CE.

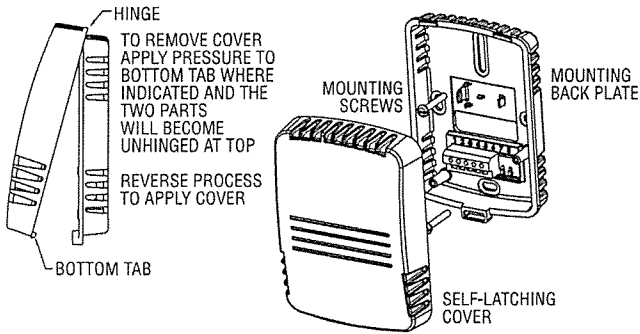


Figure 1

1. Push tab on bottom of cover and lift cover from back plate. (See Figure 1).
2. Select the mounting location, away from diffusers, lights, or any external influences.
3. Mount transmitter on a vertical surface to a standard electrical box using the two #6 M2C type screws provided.
4. Pull wires through sub base hole and make necessary connections.
5. Reattach cover to base plate.

Wiring

Use maximum 18 AWG wire for wiring to terminals. Refer to figures 2 through 5 for wiring information.

Current Output Models (RHP-XW1X)

Current output models must be powered with 10-35 VDC supply voltage. Wire the RH current output as shown in Figure 2. If the unit has a 4-20 mA temperature output, wire the temperature receiver between terminal 3 and the negative terminal of the power supply. If the unit has a passive temperature sensor, wire to terminals 4 and 5. If the RH output is not required, wire the negative terminal of the power supply to terminal 1 of the transmitter. If the temperature output is not used, it may be left disconnected.

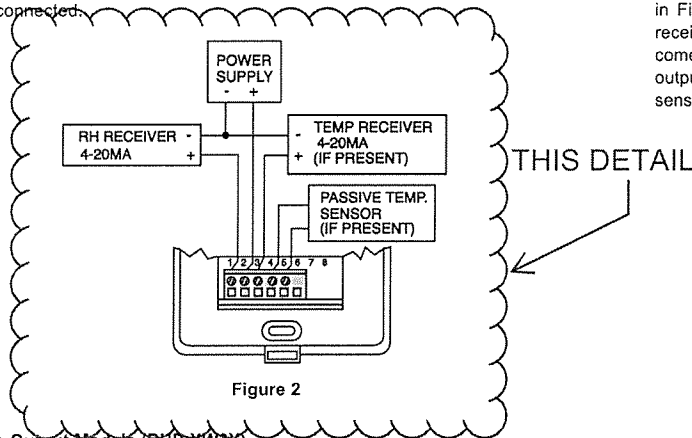


Figure 2

Voltage Output Models (RHP-XW2X)

Wire as shown in Figure 3. Voltage outputs may be powered with 15-35 VDC or 15-29 VAC. Note polarity when using DC power. If the unit has a voltage temperature output, wire the temperature receiver between terminal 4 and negative terminal of power supply. If the unit has a passive temperature sensor, wire to terminals 5 and 6. For units with RH and temperature voltage outputs, the RH or Temperature output may be used by itself.

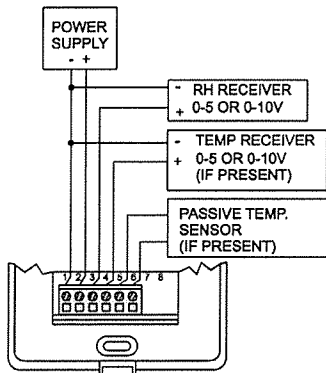


Figure 3

Models with Selectable Current or Voltage Outputs (RHP-XW44)

These models may be wired for current or voltage output. Note that both outputs must be wired either for current or voltage. It is not possible to wire one output for current, and the other for voltage.

Prior to wiring, verify that the Current/Voltage select switch is set to current or voltage as desired. Refer to "Setting the Current/Voltage Select Switch".

Current Output Selected: Wire as shown in Figure 4. Current outputs must be powered with 10-35 VDC. If the RH output is not required, wire the negative terminal of the power supply to terminal 1 of the transmitter. All units come with 4-20 mA RH and Temperature outputs. If the 4-20 mA temperature output is not used it may be left disconnected. If the unit has a passive temperature sensor, wire to terminals 7 and 8.

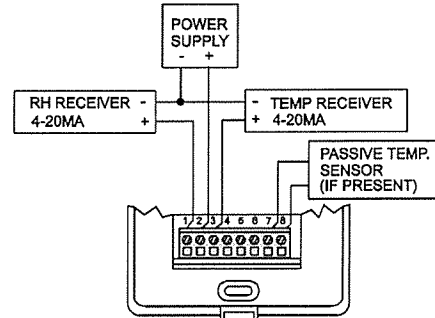


Figure 4

Voltage Output Selected: Voltage outputs may be powered with 15-35 VDC or 15-29 VAC. Note polarity when using DC power. Wire the RH voltage output as shown in Figure 5. If the unit has a voltage temperature output, wire the temperature receiver between terminal 6 and the negative terminal of the power supply. All units come with RH and Temperature voltage outputs. If the temperature or RH voltage output is not used it may be left disconnected. If the unit has a passive temperature sensor, wire to terminals 7 and 8.

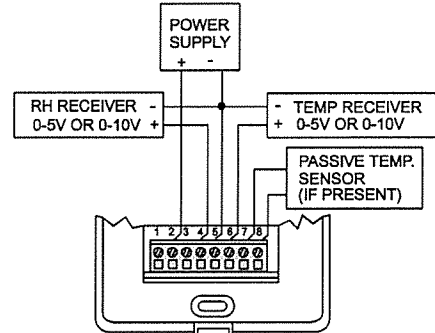


Figure 5

Setting the Current/Voltage Select Switch

Remove the cover of the unit as shown in Figure 1. The Current/Voltage select switch is located on the back of the circuit board. Set the switch "IOUT" for current, "VOUT" for voltage.

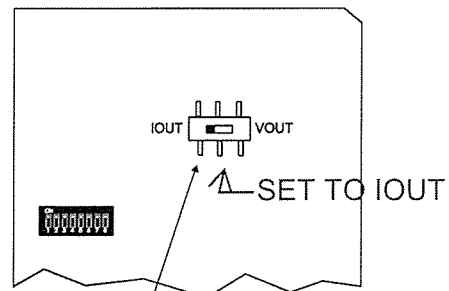
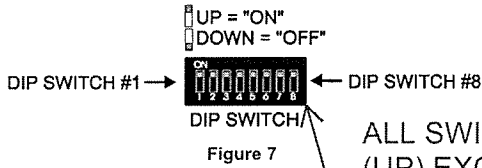


Figure 6

DIP SWITCH SETTINGS

To access the DIP SWITCH, remove the cover of the unit as shown in Figure 1. The DIP SWITCH is located on the back of the circuit board.



ALL DIP SWITCHES are factory set to "ON"

5V/10V Output Select (Applies only to Voltage Output units)

DIP SWITCH#2 OFF : Output range = 0-5V
 DIP SWITCH#1 ON: Output = 0-10V

Zero Suppression (Applies only to Voltage Output Units)

DIP SWITCH#2 OFF : Output range = 1-5V or 2-10V, depending on output range
 DIP SWITCH#2 ON : Output range = 0-5V or 0-10V, depending on output range

Upper Display reads RH or DEW POINT

DIP SWITCH#3 OFF: Upper Display reads Dew Point
 DIP SWITCH#3 ON: Upper Display reads RH

RH OUTPUT, Normal or Invert

DIP SWITCH#4 OFF: Output is inverted
 DIP SWITCH#4 ON: Output is Normal

When set to normal output, the output increases as the RH increases. When set to inverted output, the output decreases as the RH increases.

Example: Normal 4-20 mA output, 0%RH = 4 mA, 100% RH = 20 mA
 Inverted 4-20 mA output, 0%RH = 20 mA, 100% RH = 4 mA

TEMP OUTPUT, Normal or Invert

DIP SWITCH#5 OFF: Output is inverted
 DIP SWITCH#5 ON: Output is Normal

When set to normal output, the output increases as the temperature increases. When set to inverted output, the output decreases as the temperature increases.

Example: Normal 4-20 mA output, -20°F = 4 mA, +140°F = 20 mA
 Inverted 4-20 mA output, -20°F = 20 mA, +140°F = 4 mA

°F/°C Select

DIP SWITCH#6 OFF: °C
 DIP SWITCH#6 ON: °F

SPAN: 0 - 100 DEGF
 = 4-20MADC

Temperature Output Range Select

Range	Dip Switch 7	Dip Switch 8
-4 to +140°F (-20 to +60°C)	OFF	OFF
+40 to +90°F (+4.4 to +32.2°C)	OFF	ON
0 to +100°F (-17.8 to +37.8°C)	ON	OFF
-20 to +140°F (-28.9 to +60°C)	ON	ON

The temperature range applies only to the current or voltage output. If the unit has a display, it will display temperature from -40 to +140°F (-40 to +60°C). If the unit is set to read DEW POINT, the output range of the DEW POINT will be the same as the Temperature Output Range.

Note: The display will indicate temperature even if the unit does not have a temperature output.

TROUBLESHOOTING

1. Verify that the unit is mounted in the correct position.

2. 4-20 mA Models:

Verify appropriate supply voltage. The transmitter requires a minimum of 10 and a maximum of 35 VDC at its connection for proper operation. Choose a power supply with a voltage and current rating which meets this requirement under all operating conditions. If the power supply is unregulated, make sure voltage remains within these limits under all power line conditions. Ripple on the supply should not exceed 100 mV.

Loop Resistance – The maximum allowable loop resistance depends on the power supply voltage. Maximum loop voltage drop must not reduce the transmitter voltage below the 10 VDC minimum. Maximum loop resistance can be calculated with the following equation. V_{ps} is the power supply voltage.

$$R_{max} = \frac{V_{ps}-10.0}{20 \text{ mA}}$$

Some receivers, particularly loop powered indicators, may maintain a fixed loop voltage to power the device. This voltage drop must also be subtracted from the power supply voltage when calculating the voltage margin for the transmitter. The following equation takes this into account. V_{rec} is the receiver fixed voltage.

$$R_{max} = \frac{V_{ps}-10.0-V_{rec}}{20 \text{ mA}}$$

0-10 V Output Models:

Verify appropriate supply voltage. The 0-10V output models require a DC supply of 15 to 35 V or an AC supply of 15-29 V for proper operation maximum. Maximum output load is 5 mA.

FIELD SENSOR REPLACEMENT

Replacement sensors are available. Replacement sensors are factory calibrated and do not require any further calibration.

1. Remove cover as shown in Figure 1.
2. Remove existing sensor as shown in Figure 8.
3. Replace the sensor with appropriate replacement sensor.
4. Reattach cover to base plate.

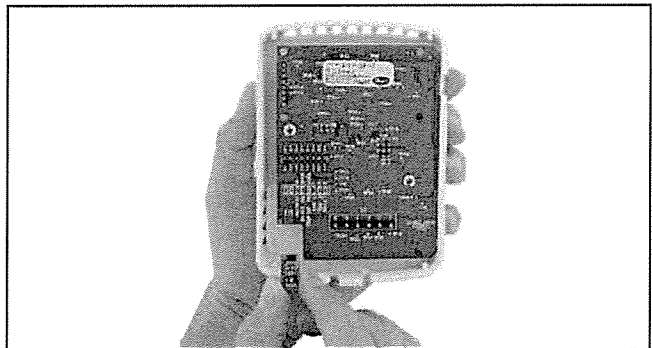


Figure 8

Remote Display

For models that are ordered without an integral LCD display, remote display Model A-449 can be used to display the temperature and humidity or dew point. The mini USB plug of the remote display plugs into the receptor on the side of the housing. After a short warm up time, the display will begin to show the current temperature and humidity or dew point measurements. Humidity or dew point can be selected via the internal dip switches as described earlier in this manual.

NOTICE Sensor is sensitive to Electro-Static Discharge (ESD). Follow industry standard practice for control and protection against ESD. Failure to exercise good ESD practices may cause damage to the sensor.

MAINTENANCE

Upon final installation of the Series RHP-W Temperature/Humidity/Dew Point Transmitter and the companion receiver, no routine maintenance is required. A periodic check of the system calibration is recommended. Except for sensor replacement, the Series RHP-W is not field serviceable and should be returned if repair is needed (field repair should not be attempted and may void warranty). Be sure to include a brief description of the problem plus any relevant application notes. Contact customer service to receive a return goods authorization number before shipping.

PART #: RHP-2W11-LCD

Model Chart

Example	RHP	2	D	1	A	LCD	RHP-2D1A-LCD
Series	RHP						RH/Passive Temperature Sensor Transmitter
Accuracy		2					2% Accuracy
		3					3% Accuracy
Housing Type			W				Wall Mount
RH Output				1			4-20 mA
				2			0-10V/0-5V
				4			0-10V/0-5V/4-20 mA
Temperature Sensor/Output					A		10K @ 25°C Thermistor Dwyer Curve A
					B		10K @ 25°C Thermistor Dwyer Curve B
					C		3K @ 25°C Thermistor Dwyer Curve C
					D		100Ω RTD DIN 385
					E		1KΩ RTD DIN 385
					F		20K 25°C Thermistor Curve F
					0		NONE
					1		4-20 mA Solid State Sensor
					2		0-10V/0-5V mA Solid State Sensor
					4		0-10V/0-5V/4-20 mA Sensor
Option						LCD	LCD Display
						Blank	No Options

ACCESSORIES

Replacement sensor part number table:

RHP Model #	Replacement Sensor Part #
RHP-2(W)XA	RHPS-D2A
RHP-2(W)XB	RHPS-D2B
RHP-2(W)XC	RHPS-D2C
RHP-2(W)XD	RHPS-D2D
RHP-2(W)XE	RHPS-D2E
RHP-2(W)XF	RHPS-D2F
RHP-2(W)X(0,1, 2, 4)	RHPS-D20
RHP-3(W)XA	RHPS-D3A
RHP-3(W)XB	RHPS-D3B
RHP-3(W)XC	RHPS-D3C
RHP-3(W)XD	RHPS-D3D
RHP-3(W)XE	RHPS-D3E
RHP-3(W)XF	RHPS-D3F
RHP-3(W)X(0, 1, 2, 4)	RHPS-D30

RESISTANCE VS TEMPERATURE TABLE

Temperature		Resistance Curves (in Ohms)					
°C	°F	A	B	C	D	E	F
-55	-67.0	607800.00	963849.00	289154.70	78.32	783.2	2394000.00
-50	-58.0	441200.00	670166.00	201049.80	80.31	803.1	1646200.00
-45	-49.0	323600.00	471985.00	141595.50	82.29	822.9	1145800.00
-40	-40.0	239700.00	336479.00	100943.70	84.27	842.7	806800.00
-35	-31.0	179200.00	242681.00	72804.30	86.25	862.5	574400.00
-30	-22.0	135200.00	176974.00	53092.20	88.22	882.2	413400.00
-25	-13.0	102900.00	130421.00	39126.30	90.19	901.9	300400.00
-20	-4.0	78910.00	97081.00	29124.30	92.16	921.6	220600.00
-15	5.0	61020.00	72957.00	21887.10	94.12	941.2	163500.00
-10	14.0	47540.00	55329.00	16598.70	96.09	960.9	122280.00
-5	23.0	37310.00	42327.00	12698.10	98.04	980.4	92240.00
0	32.0	29490.00	32650.00	9795.00	100.00	1000.0	70160.00
5	41.0	23460.00	25392.00	7617.60	101.95	1019.5	53780.00
10	50.0	18780.00	19901.00	5970.30	103.90	1039.0	41560.00
15	59.0	15130.00	15712.00	4713.60	105.85	1058.5	32340.00
20	68.0	12260.00	12493.00	3747.90	107.79	1077.9	25360.00
25	77.0	10000.00	10000.00	3000.00	109.74	1097.4	20000.00
30	86.0	8194.00	8057.00	2417.10	111.67	1116.7	15892.00
35	95.0	6752.00	6531.00	1959.30	113.61	1136.1	12704.00
40	104.0	5592.00	5326.00	1597.80	115.54	1155.4	10216.00
45	113.0	4655.00	4368.00	1310.40	117.47	1174.7	8264.00
50	122.0	3893.00	3602.00	1080.60	119.40	1194.0	6722.00
55	131.0	3271.00	2986.00	895.80	121.32	1213.2	5498.00
60	140.0	2760.00	2488.00	746.40	123.24	1232.4	4520.00
65	149.0	2339.00	2083.00	624.90	125.16	1251.6	3734.00
70	158.0	1990.00	1752.00	525.60	127.08	1270.8	3100.00
75	167.0	1700.00	1480.00	444.00	128.99	1289.9	2586.00
80	176.0	1458.00	1255.00	376.50	130.90	1309.0	2166.00
85	185.0	1255.00	1070.00	321.00	132.80	1328.0	1822.60
90	194.0	1084.00	915.50	274.65	134.71	1347.1	1540.00
95	203.0	939.30	786.60	235.98	136.61	1366.1	1306.40
100	212.0	816.80	678.60	203.58	138.51	1385.1	1112.60
105	221.0	712.60	587.60	176.28	140.40	1404.0	951.00
110	230.0	623.60	510.60	153.18	142.29	1422.9	815.80
115	239.0	547.30	445.30	133.59	144.18	1441.8	702.20
120	248.0	481.80	389.60	116.88	146.07	1460.7	606.40
125	257.0	425.30	341.90	102.57	147.95	1479.5	525.60
130	266.0	376.40	301.00	90.30	149.83	1498.3	N/A
135	275.0	334.00	265.80	79.74	151.71	1517.1	N/A
140	284.0	297.20	235.30	70.59	153.58	1535.8	N/A
145	293.0	265.10	208.90	62.67	155.46	1554.6	N/A
150	302.0	237.00	186.10	55.83	157.33	1573.3	N/A



RFP

To: Kevin Newman
HDR Engineering Inc
6300 S. Old Village Place
Suite 100
Sioux Falls, SD 57108
Ph: (605)977-7760 Fax: (605)977-7747

Number: 6
Date: 12/16/16
Job: 34-362 Horizontal Collector Well
Phone:

Description: HDR CPR #7: Temperature Sensor for Pump House

We are pleased to offer the following specifications and pricing to make the following changes:
Reference attached documentation from HDR

The total amount to provide this work is \$2,893.01

The schedule is not affected by this change.

If you have any questions, please contact me at (605)665-3258.

Submitted by: Kevin Schulz
Welfl Construction Corporation

Approved by: _____
Date: _____

Cc:

34-362 Horizontal Collector Well

City of Yankton

RFP - 6

HDR CPR #7: Temperature Sensor for Pump House

Welfl Construction Corporation

Print Date 12/20/2016

<u>Number</u>	<u>Date</u>	<u>Description</u>	<u>Labor</u>	<u>Material</u>	<u>Sub</u>	<u>Total</u>
6	12/16/16	HDR CPR #7: Temperature Sensor for Pump House				
		<i>Instrumentation & Process Ctrl</i>			1,573.00	1,573.00
		<i>Electrical</i>			866.01	866.01
		<i>Payroll Burden</i>				0.00
		<i>Sales Tax</i>				0.00
		<i>Bond</i>				14.00
		<i>Builders Risk</i>				4.00
		<i>Excise Tax</i>				59.00
		<i>Overhead & Profit on General Work</i>				0.00
		<i>Overhead & Profit on Sub Work</i>				377.00
					Total Price RFP - 6	\$2,893.01

CHANGE ORDER

PROJECT TITLE: 2014 Water Treatment Plant Improvements, Horizontal Collector Well

CHANGE ORDER NO.: 1

PROJECT NO: City Project No. ES14-5 DATE: December 14, 2016

DESCRIPTION: Change the Material and Price used for Gravel Surfacing; Extend the Contract Completion Date; and Provide Control Wiring and Programming for Valve at Water Plant No. 2.

The following changes are hereby made to the Contract Documents:

1. Use recycled bituminous materials from City stockpile for construction of the gravel access road in-lieu of what is specified. See attached copy of Change Proposal Request (CPR) #1 and Contractors RFP #2. Change in Contract Price based on final quantities is a reduction of \$-11,256.52 based on estimated quantities.
2. Extend the project completion date from April 30, 2016 to November 1, 2016. (See attached copy of CPR #4). This adds 184 calendar days to the construction completion date. There is no change in contract price.
3. Provide control wiring and programming for the pneumatically operated valve installed at WTP #2. (See attached copy of CPR #5). Change in contract price is \$2,197.29.

Total Amount of this Change Order \$-9,059.23

JUSTIFICATION: See attached copies of CRP #1, CPR #4, and CPR#5 for a description of the changes and justification for the changes.

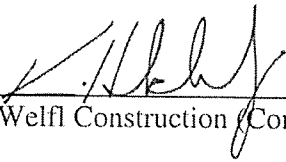
Original Contract Amount:	<u>\$9,213,103.94</u>
Current Contract Amt. Adjusted by Previous Change Orders:	<u>\$9,213,103.94</u>
Contract Amt. due to this Change Order will be (increased) (decreased) by:	<u>\$-9,059.23</u>
Contract Amount including this Change Order will be:	<u>\$9,204,044.71</u>

Contract Time will be (increased)(decreased) by 184 days
Completion Date for all work will be November 1, 2016

RECOMMENDED BY: *Kenn F. Neuman*
HDR Engineering, Inc. (Engineer)

APPROVAL:

ORDERED BY: _____
Director of Environmental Services, City of Yankton

ACCEPTED BY:  _____
Welfl Construction (Contractor)



Change Proposal Request

Project Name: 2014 Water System Improvements, Horizontal Collector Well	CPR Number: 1
Project Owner: City of Yankton, SD	Owner's Project No: ES14-5
HDR Project No: 135-223788	Sheet: Page 1
Regarding: Aggregate Surfacing Materials	Date: 03/17/2015

Description of Change:

Aggregate (Gravel) Surfacing Material with the plasticity range specified in Table 1 of Section 02510 is not available in the Yankton surrounding area and would require a considerable haul distance to obtain the material. Recycled bituminous material currently being used by the City of Yankton on other gravel roads within the City is proposed for use in-place of the material specified. Recycled material would be used at a cost, which is \$6 per ton less than the bid price for the gravel surface material specified. Therefore, the Contractor will substitute the Aggregate (Gravel) Surfacing Material specified in Table 1 of Section 02510 with material from the City's recycled bituminous materials stockpile for construction of the access road and gravel surfacing improvements.

The original bid price for Gravel Surfacing under Item 21 is \$15.56/Ton. The current onsite material already used for access road construction will be paid for at the original bid price under Item 21.

Include a cost credit of \$-11,256.52 based on the reduced price/ton for gravel surfacing and the final quantity of gravel surfacing used.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.			
Amount: \$-11,256.52 (Based on final quantities)	Time Change (Calendar Days): 0		
Construction Mgr./Contractor: Welf Construction Corp.	By:	Date:	Recommendation:
Architect/Engineer: HDR Engineering	By: <i>Kevin F. Newman</i> Kevin F. Newman	Date: 3/17/2015	Recommendation: Acceptance
Owner:	By:	Date:	Action: <input type="checkbox"/> Approved <input type="checkbox"/> Rejected

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval. If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

cc: Owner / Contractor / HDR Project Team / file



RFP

To: Kevin Newman
HDR Engineering Inc
6300 S. Old Village Place
Suite 100
Sioux Falls, SD 57108
Ph: (605)977-7760 Fax: (605)977-7747

Number: 2
Date: 4/2/15
Job: 34-362 Horizontal Collector Well
Phone:

Description: Gravel Surfacing Material Change

We are pleased to offer the following specifications and pricing to make the following changes:
Cost credit to change the gravel surfacing material to material from the City of Yankton's recycled stock
1242.10 T. of Gravel @ 15.56 credit (-19327.08)
844.2 T. of Gravel @ 9.56 debit (+8070.55)

The total amount to provide this work is \$-11,256.52

The schedule will be none.

If you have any questions, please contact me at (605)665-3258.

Submitted by: Kevin Schulz
Welfl Construction Corporation

Approved by: _____
Date: _____

Cc:

34-362 Horizontal Collector Well

City of Yankton

RFP - 2
Gravel Surfacing Material Change

Welfl Construction Corporation

Print Date 12/13/2016

<u>Number</u>	<u>Date</u>	<u>Description</u>	<u>Labor</u>	<u>Material</u>	<u>Sub</u>	<u>Total</u>
2	4/2/15	Gravel Surfacing Material Change				
		<i>Payroll Burden</i>				0.00
		<i>Sales Tax</i>				0.00
		<i>Bond</i>				0.00
		<i>Builders Risk</i>				0.00
		<i>Excise Tax</i>				0.00
		<i>Overhead</i>				0.00
		<i>Profit on General Work</i>				0.00
		<i>Profit on Sub Work</i>				0.00
		<i>rounding</i>				0.01

Total Price RFP - 2 \$-11,256.52

**City of Yankton, 2014 Water Treatment Plant Improvements
Horizontal Collector Well**

Change Proposal Request No. 4 Description

Welfl Construction has requested a time extension for the Yankton Horizontal Collector Well. The original construction schedule was from December 30, 2014 to April 30, 2016. Welfl Construction is requesting an extension in the Contract Complete Date from April 30, 2016 to November 1, 2016. Reasons for the extension are provided below:

1. During construction of the concrete caisson, a buried tree was encountered that created delays while the tree obstruction was removal. A diver needed to be hired to help with removal of the obstruction. Construction was further slowed as a result of keeping the void, created by the obstruction, filled with grout, and maintaining a plumb alignment on the caisson as it was being constructed. This result in approximately four weeks of delay in the project.
2. The Concrete Materials ready mix plant was shut-down for four weeks in January for repairs and upgrades.
3. This past winter season of 2015/2016 had one of the highest total snowfalls of record, which resulted in several weeks where work on the pump station structure could not be performed and additional days where work performed was slowed because of heavy snowfall. Total delays due to weather were eight (8) weeks.
4. Revisions to the method of forming and constructing the main operating concrete slab, buttresses, skirt and brick ledge needed to be altered based on clarifications during the shop drawing review period, to meet the structural design requirements. These changes resulted in six (6) weeks in delays.

Total project delays are summarized below:

Obstruction during caisson construction:	4 weeks.
Shut down of concrete ready mix plant:	4 weeks.
Weather related delays:	8 weeks.
Clarifications and revisions to construction of the main slab, buttresses, skirt and brick ledge:	<u>6 weeks.</u>

Total:	22 weeks (5 Months)
--------	---------------------



Change Proposal Request No. 05 (Not a Change Order)

Project Name: 2014 Water Treatment Plant Improvements, Horizontal Collector Well	Owner's Project No. (if applicable): ES14-5
Project Owner: City of Yankton	Regulatory Agency Project No. (if applicable):NA
HDR Project No. 135-245956	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor: Welfl Construction, Corp.	Date: 04/25/2016

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

See the attached description of proposed work to install control wiring and perform programming for the pneumatically operated butterfly installed by others at existing Water Plant #2. (See attached Contractor's letter dated 5/13/2016 for Change Order Price).

By Kevin F. Newman

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by _____ calendar days.

This change will: Add Deduct No Change

\$ \$2,197.29

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance

Kevin F. Newman, PE

By: HDR Engineering, Inc.

Date 04/25/2016

Owner's Action:

Accepted Not Accepted

Welfl Construction Corp.

By: Owner

Date _____

Date _____

**City of Yankton, 2014 Water Treatment Plant Improvements
Horizontal Collector Well**

Change Proposal Request No. 5 Description

The City has installed a new pneumatic operated control valve on the existing 24-inch raw water feed line to the existing Plant #2 in the Lower Level Piping Gallery. Compressed air to the valve has been provided by the City.

Contractor is to provide all required PLC programming, control cable and conduit (2#16 TSP, 3/4"C), and associated labor and material appurtenances to provide for control of the valve as described below.

- A. Control Loop 101 – Flow Control to Existing Lime Softening Train (Plant No. 2).
 - 1. Major Equipment:
 - a. RW-CV111A: raw water control valve furnished and installed by the City.
 - b. Existing Remote I/O Control Panel, Located in the Lower Level Piping Gallery.
 - c. Existing WTP No. 2 Control Panel, Operating Floor (location of ControlLogix PLC).
 - 2. Major Field Instruments:
 - a. FT-100: existing flow transmitter (raw water to existing Lime Plant Upflow Basins).
 - 3. Control Logic:
 - a. The position of RW-CV111A is to be in accordance with AUTO/MANUAL flow controller FIC-101 to be added in the existing PLC. When in the MANUAL control mode, the position of RW-CV111A is to be manually set via Operator input at the HMI. When in the AUTO control mode, FIC-101 output shall modulate RW-CV111A so that the flow rate to the existing Lime Plant Upflow Basins (as measured by FT-100) meets the Operator set flow rate. Flow rate is to be set by the Operator at the Plant HMI.
 - 4. Indications at Plant HMIs:
 - a. Existing indication:
 - 1) FI-100: indication of raw water flow rate to existing Lime Plant Upflow Basins.
 - b. New indication (to be added under this CPR):
 - 1) ZI-101: position of RW-CV111A.

New I/O Points to be added to Remote I/O Panel:

- 1. Analog output to control RW-CV111A.
- 2. Analog input to provide indication of the position of RW-CV111A.



RFP

To:

Number: 5

Date: 5/13/16

Job: 34-362 Horizontal Collector Well

Phone:

Description: Control Wiring and Programming for Valve at YWTP #2

We are pleased to offer the following specifications and pricing to make the following changes:
See attached documentation from HDR; install wiring and programming to a new butterfly valve in Water Plant #2.

The total amount to provide this work is \$2,197.29

The schedule is not affected by this change.

If you have any questions, please contact me at (605)665-3258.

Submitted by: Kevin Schulz
Welfl Construction Corporation

Approved by: _____
Date: _____

Cc:

34-362 Horizontal Collector Well

City of Yankton

RFP - 5

Control Wiring and Programming for Valve at YWTP #2

Welfl Construction Corporation

Print Date 5/23/2016

<u>Number</u>	<u>Date</u>	<u>Description</u>	<u>Labor</u>	<u>Material</u>	<u>Sub</u>	<u>Total</u>
5	5/13/16	Control Wiring and Programming for Valve at YWTP #2				
		<i>Instrumentation & Process Ctrl</i>			623.00	623.00
		<i>Electrical</i>			1,228.29	1,228.29
		<i>Payroll Burden</i>				0.00
		<i>Sales Tax</i>				0.00
		<i>Bond</i>				11.00
		<i>Builders Risk</i>				3.00
		<i>Excise Tax</i>				45.00
		<i>Profit on General Work</i>				0.00
		<i>Profit on Sub Work</i>				287.00
Total Price RFP - 5						\$2,197.29

Memorandum #17-61

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Development Agreement for the construction of a single family home on a 19.48 acre lot
Date: March 21, 2017

APPLICANT / OWNER: Justin Dietrich and Jennifer Larson.

ADDRESS / LOCATION: 200 Block of West City Limits Road (below the bluff).

PROPERTY DESCRIPTION: Lots D, E and F, VanDerhule's Addition to the City of Yankton, South Dakota.

ZONING DISTRICT: R-2 Single Family

PREVIOUS ACTION: VanDerhule 2nd Addition.

COMMENTS: The owners are requesting permission to construct one, single family home on an unimproved parcel. An unimproved parcel is a tract of land where the adjacent right-of-way infrastructure and other support infrastructure is not in place to provide standard City services. In this instance, standard City improvements not available to the site include:

- paved street
- curb and gutter (or other designed storm water management improvements)
- sanitary sewer
- sidewalks
- The potential for other yet to be identified improvements.

These types of improvements are typically developed as a part of the platting process of a subdivision. In this instance, there is no platting process because the request is for construction of one house on one existing 19.48 acre lot.

The attached Developer's Agreement defines the items of City interest related to the proposal. If the agreement is approved by the City Commission, it will be recorded against the property to make sure that there are no gaps in service or confusion about responsibility over time.

The applicant acknowledges responsibility for paying their fair share for the improvements and by signing the attached agreement, acknowledge their future financial obligations. The agreement makes sure that those obligations are passed on to future owners should the property transfer before being subdivided. There has been sufficient engineering information reviewed for staff to be certain that the proposal would not create any storm water management issues for adjacent property owners.

_____ Roll call

Respectfully submitted

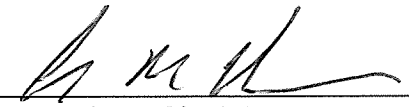


Dave Mingo
Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve the proposed agreement, implement the provisions therein and record it against the property at the Register of Deeds.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call



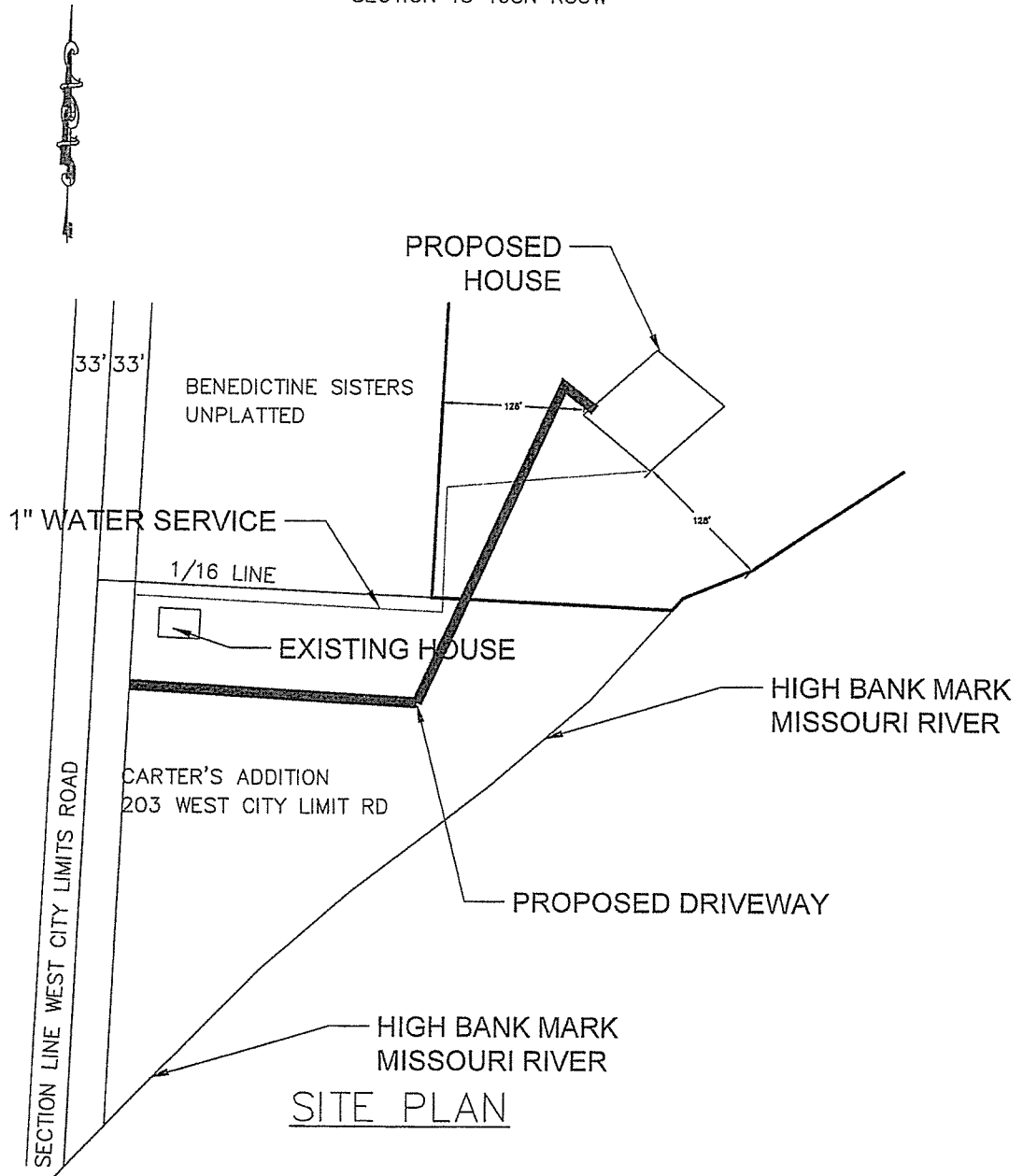
City of Yankton

Dietrich/Larson Development
Vanderhule's 2nd Addition
Section 13 T93N R56W



DIETRICH/LARSON DEVELOPMENT VANDERHULE'S 2ND ADDITION

OWNER: JUSTIN W DIETRICH
SECTION 13 T93N R56W



SITE PLAN

NOTE: SANITARY SEWAGE WILL BE DISPOSED OF ON SITE
WITH SEPTIC TANK AND DRAIN FIELD IN ACCORDANCE
WITH ALL LAWS AND REGULATIONS



ARENS ENGINEERING		100 DOUGLAS STREET YANKTON, SD 57078 (605) 555-2002	
DRAWN BY:	T. VANBEEK	DATE:	3/1/2017
CHECKED BY:	V.J. ARENS	DRAWING NO.:	20559
JOB NO.:	20559	SHEET	OF

Prepared by:
The City of Yankton
PO Box 176
Yankton, SD 57078

Development Agreement
Vanderhule 2nd Addition
in the
City and County of Yankton County, South Dakota

This agreement made this ____ day of _____, 2017, between Justin Dietrich and Jennifer Larson, 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 19.48 acres of land in the City, said land being described as follows:

Vanderhule 2nd Addition in the City and County of Yankton County, South Dakota

WHEREAS, the Developer desires to construct one, single family home on the land; and

WHEREAS, the adjacent and connecting infrastructure is not complete in a manner that allows the City to issue a building permit for construction of the home without City consideration of a special agreement (this agreement); and

WHEREAS, the Developer is requesting a permit to construct one single family home as herein described and further illustrated by the Developer's submittals on file in the City Office of Community and Economic Development and 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 THE CONSTRUCTION OF ONE SINGLE FAMILY HOME ON THE ABOVE DESCRIBED LAND, the Developer and the City do hereby agree that the single family home will be constructed in a manner defined herein and as otherwise regulated by City Ordinances and all laws, plans and regulations governing said development.

Section I. Specific Provisions of the Agreement

1. The Developer is requesting that the City allow construction of one, single family home with the possibility of allowable accessory structures on the described property without the prerequisite completion of engineering and construction of all adjacent and connecting infrastructure.

2. The City and Developer acknowledge that the proposal is not a subdivision of property and any future consideration of a subdivision of the 19.48 acre tract will require compliance with the City's Subdivision Ordinance.

3. The Developer acknowledges that the adjacent right-of-way and possible other future internal or adjacent right-of ways are not fully dedicated or improved. The Developer further acknowledges their responsibility for their fair share of the cost of standard infrastructure improvements to said right-of-way(s). The timing of said infrastructure construction shall be determined by the City and be based on the development of adjacent properties and/or other area infrastructure needs.

4. The City and Developer agree that paved access to the single family home site may take place in an easement through an agreement with the owners of the adjoining 3.56 acre property to the southwest known as Carter's Addition which is currently under the same ownership as the property described herein. The Developer further agrees that said access will be paved within 36 months of initial occupancy of the new house being constructed on the 19.48 acre tract. The City understands that the location of the paved access through the 3.56 acre tract is yet to be determined and may be dependent on whether or not the existing house is moved. A utility easement will also be required for the provision of services. Said utility easement should be wide enough to provide for maintenance of installed utilities.

5. The City agrees that the proposed single family home is more than 250 feet from available public sanitary sewer and as such, per City ordinance, is eligible for construction of an individual on-site wastewater treatment system designed and installed in accordance with South Dakota regulations governing such installations.

6. The Developer agrees to connect the initial single family home to sanitary sewer when the public sanitary sewer is available within 250 feet of the property line per City ordinance.

7. The City hereby agrees to delay required improvements to the adjacent right-of-way. The Developer acknowledges responsibility to construct required right-of-way improvements. The timing of said infrastructure construction shall be determined by the City and be based on the development of adjacent properties and/or other area infrastructure needs

Said improvements shall occur in one of two manners as decided by the Board of City Commissioners:

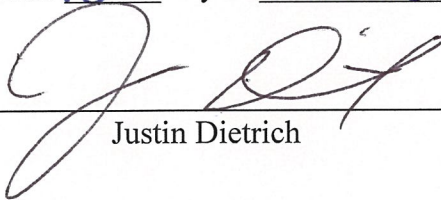
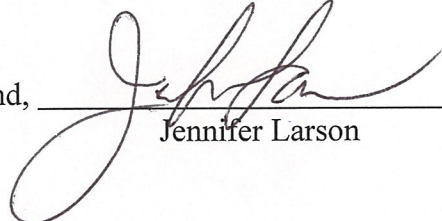
- A. Special assessment. In return for the City allowing the immediate improvement of said lot, the Developer hereby waives their right to protest special assessment for the cost of the installation of all adjacent required improvements as defined by ordinance. or,

- B. Improvements made by the developer / adjacent land owner. The Developer hereby agrees to construct all adjacent required improvements as defined by ordinance.

Addendums to Section I of this agreement may be necessary when the property is subdivided. Addendums will be implemented in the same manner as this original agreement.

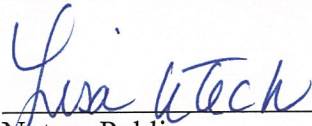
The Developer hereby acknowledges that this agreement shall be binding upon any grantees, heirs, devisees, legatees or assigns of the undersigned with the same force and effect and validity as agreed by the undersigned personally.

IN WITNESS WHEREOF, the Developer has caused this agreement to be signed this 16^o day of March, 2017.

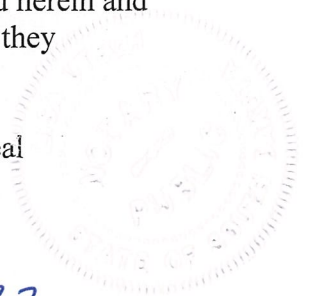
by:  and, 
Justin Dietrich Jennifer Larson

ss: State of South Dakota
County of Yankton

Be it remembered that on this 16^o day of March, 2017, before me the undersigned, a notary public within and for the County and State aforesaid, personally appeared Justin Dietrich and Jennifer Larson known to me to be the persons who are described herein and who executed the foregoing instrument and certificate and acknowledged to me that they executed the same.


Notary Public

seal



Yankton County, South Dakota
My commission expires on: Feb 27, 2022

Accepted pursuant to Resolution adopted by the Board of City Commissioners of the City of Yankton this _____ day of _____, 2017.

C. N. Gross, Mayor

ATTEST:

Al Viereck, Finance Officer

Memorandum #17-69

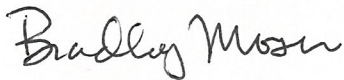
To: Amy Nelson, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for the West City Limits Road Pavement Replacement from Golf View Lane to Railroad Crossing
Date: March 21, 2017

Two bids were received for the West City Limits Road (WCLR) Pavement Replacement Project, from Golf View Lane to the railroad crossing right-of-way. As part of the contract, the contractor will remove the existing pavement, grade the dirt to the proper elevation and place 6" of aggregate base course. Once the base is completed, an 8" PCC pavement will be placed on top. The section will accommodate two travel lanes with a turn lane in the center. The bids received are listed below:

- | | |
|--|--------------|
| 1. Masonry Components, Inc., Yankton, SD | \$371,164.30 |
| 2. D&G Concrete, Sioux Falls, SD | \$443,775.48 |

The low bidder meets the specifications and is \$39,003.20 lower than the Engineer's estimate of \$410,167.50, for the project. Masonry Components successfully completed a majority of the City administered projects in 2016 and has already been awarded the contract for the 25th Street project in 2017. Based on this work history and a review of the bids submitted, City staff recommends that the bid be awarded to Masonry Components, Inc., in the amount of \$371,164.30.

Respectfully submitted,



Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission award the contract to Masonry Components, Inc., in the amount of \$371,164.30, as explained in Memorandum #17-69.

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

Amy Nelson
City Manager

cc: Adam Haberman

____ Roll call

Memorandum #17-65

To: Amy Nelson, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid award for the Annual Supply of Liquid Asphalt for the Department of Public Works, Street Division
Date: March 20, 2017

Bid packets for the Annual Supply of Liquid Asphalt were sent to suppliers known to be within the region. The only bid received is outlined below.

	AC PG 58-28 Grade Asphalt Cement	MC 70 Grade Asphalt	RC 800 Grade Asphalt	Demurrage Cost Per Hour Over 3 Hours
Jebro, Inc. 2302 Bridgeport Drive Sioux City, IA 51111	\$368.00 Ton	\$2.340 Gal.	\$2.490 Gal.	\$100.00

The above grades of Liquid Asphalt are those used by the City to complete its annual maintenance and construction activities. This year's bid reflects decreases in all grades of Liquid Asphalt over last year's prices. AC Grade Asphalt represents a decrease of \$4.00 per ton, MC 70 Grade Asphalt reflects a decrease of \$0.08 per gallon and RC800 Grade Asphalt shows a decrease of \$0.06 per gallon. Approximately 50 ton of AC Grade, 6200 gallon of MC 70 Grade and 38,000 gallon of RC800 Grade Asphalt are used annually in maintenance and construction activities.

The bid from Jebro, Inc. of Sioux City, Iowa, does meet specifications. Jebro has served the City of Yankton for several years supplying the City's liquid asphalt products. Therefore, it is recommended that the bid be awarded to Jebro, Inc. of Sioux City, Iowa, for the AC Grade Asphalt, RC800 Grade Asphalt and MC 70 Grade Asphalt in the amounts stated above.

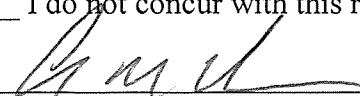
Respectfully submitted,



Corey Potts
Public Works Manager

Recommendation: It is recommended the bid be awarded to Jebro, Inc. of Sioux City, Iowa, for the AC Grade Asphalt at \$368.00 per ton, MC 70 Grade Asphalt at \$2.34 per gallon and for the RC800 Grade Asphalt at \$2.49 per gallon as detailed in Memorandum #17-65.

I concur with this recommendation
 I do not concur with this recommendation



Amy Nelson, City Manager

cc: Adam Haberman PE
mlr

_____ Roll call

Memorandum #17-68

To: Amy Nelson, City Manager
From: Kyle Goodmanson, Environmental Services Director
Subject: Change Order #2 Membrane Equipment Procurement
Date: March 13, 2017

The procurement of the membrane equipment included the shop drawings, cartridge filter system, RO feed pumps, RO system, clean-in-place system, and O & M manuals. The bid award was based on a 20 year present worth. The City will be required to pay upfront costs to obtain shop drawings and design details needed to complete the final design. The remainder of the cost will be part of the final bidding process and will be paid as part of the construction Project. The lowest present worth bid of \$4,716,176.00 included a capitol cost of \$2,251,655.00 and was awarded to Harn R/O Systems. Harn R/O systems has recommended several changes to the system from the original design. Most of the changes are to pumping, valves, and meters. These changes result in an increase to capitol cost. The alternate membrane increases the capitol cost by \$53,279.00 but decreases the life cycle cost by approximately \$170,000.00. This is due to a lower pressure membrane resulting in a lower energy cost and decreased pump sizes. The \$40,266.00 RO pump modifications will add stainless trim to the pumps to protect against chemical corrosion. This will increase the life of the pumps. The \$26,082.45 three-way ball valve modifications will allow operators more flexibility in system testing. This will allow operators to properly diagnosis failures and reduce future maintenance cost. The total change order increases the capitol cost by \$116,551.45. The life cycle cost will be decreased by more than \$170,000.00.

Respectfully submitted,

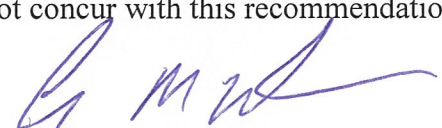


Kyle Goodmanson
 Environmental Services Director

Recommendation: It is recommended that the City Commission approve Memorandum #17-68 Accepting Change Order 2 in the total increase of \$116,551.45.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson – City Manager

_____ Roll call

CHANGE ORDER

PROJECT TITLE: 2016 Water Treatment Plant Improvements, Membrane Equipment Procurement

CHANGE ORDER NO.: 2

PROJECT NO: NA DATE: March 14, 2017

DESCRIPTION: Changes to the Reverse Osmosis Equipment.

The following changes are hereby made to the Contract Documents:

1.	Provide Alternative Lower Pressure Membrane Design	\$53,279.00
2.	Reduce RO Clean-in-Place Fill Line from 8" to 4"	-\$4,021.00
3.	Eliminate redundant Clean-in-Place Supply Pump	-\$24,233.00
4.	Reduce the number of RO feed water conductivity meters from three to one meter.	-1,882.00
5.	Addition of 2 nd Stage Permeate Flow Meter for each RO skid.	\$11,616.00
6.	Remove Cartridge Filter Isolation Valves from Membrane Equipment Procurement Contract and Include under the General Construction Contract.	-\$5,212.00
7.	RO Feed Pump Modifications and Upgrades	\$40,266.00
8.	Add Electrical Actuators to the Concentrate Control Valves	\$12,066.00
9.	Upgrade On-Skid BFVs to High Performance Stainless Steel Valves	\$3,504.00
10.	Add 1-1/4" 3-Way Ball Valves (165 total) on Each Membrane Vessel for Flow Testing Each Vessel individually	\$26,082.00
11.	Add 1/4" probing ball valves (168 total) on each membrane vessel for condition and performance testing of each pressure vessel.	\$5,086.45

Total Amount of this Change Order \$116,551.45

JUSTIFICATION: See attached letter dated March 13, 2017 from Harn R/O Systems, Inc for a description of the changes and justification for the changes.

Original Contract Amount:	\$2,251,665.00
Current Contract Amt. Adjusted by Previous Change Orders:	\$2,251,665.00
Contract Amt. due to this Change Order will be (increased) (decreased) by:	<u>\$116,551.45</u>
Contract Amount including this Change Order will be:	\$2,368,216.45

Contract Time will be (increased)(decreased) by 0 days
 Completion Date for all work will be May 2019

RECOMMENDED BY: *Kevin F. Newman*
HDR Engineering, Inc. (Engineer)

APPROVAL:

ORDERED BY: _____
Director of Environmental Services, City of Yankton

ACCEPTED BY: *James W. The Scientist*
Harn R/O Systems Inc. (Membrane Contractor)



MEMBRANE WATER TREATMENT SYSTEMS

March 13, 2017

HDR
Attn: Kevin Newman
6300 S. Old Village Place
Sioux Falls, SD 57108

Re: City of Yankton – Proposed Changes to Reverse Osmosis Equipment Design

Kevin,

We have put together the following pricing for the changes we previously proposed to the R/O equipment design for the City of Yankton.

1. Alternate Membrane Design

Hydranautics provided an alternate membrane design after the bid which will operate at a lower pressure than our bid design but will require expanding the skid design from a 33:18 array to 36:18 array. Based on the previous calculations we sent, it is estimated that this change will provide approximately \$170,000 in life-cycle cost savings. Our proposed skid layout can accommodate these additional pressure vessels and membranes without modification but there is a cost increase associated with the additional membrane elements and pressure vessels. Included in this change is a manual 1st stage permeate backpressure valve which is required to provide the additional 1st stage permeate backpressure shown in the alternate membrane design projections. Owner must also add the 2nd stage permeate flow meter option that is priced below, Item #5, if this option is selected.

Total Adder\$53,279.00

2. RO Clean-in-Place Fill Line from 8” to 4”

This change involves reducing the size of the RO Clean-in-Place Fill line leaving each of the R/O skids from 8” to 4”. It also includes reducing the size of this PVC butterfly valve (CIPTF-CV1825/1826/1827) on each skid from 8” to 4” as well as making this a manually lever actuated valve. The valve will be located such that it can be manually actuated from ground level when required.

Total Deduct.....-\$4,021.00

3. Deduct Redundant CIP Pump

This change involves removing the 2nd 100 hp CIP Pump which is not required as well as its spare mechanical seal. One spare mechanical seal will still be provided with the 100 hp CIP pump that is being provided. The CIP pump being provided is 316ss construction and is acceptable for use with both the high and low pH chemicals that we recommend be used for cleanings when necessary.

Total Deduct-\$24,233.00

4. Feed Water Conductivity Meters

This change involves removing the specified feed water conductivity sensors and transmitters from each of the three R/O trains and replacing them with a common feed water conductivity sensor and transmitter to be installed in the R/O feed manifold upstream of the cartridge filter housings. We are proposing the use of a retractable conductivity sensor for this application so that it can be removed for calibration and/or replacement without having to shut-down the R/O equipment.

Total Deduct.....-\$1,882.00

5. Addition of 2nd Stage Permeate Flow Meters

Harn recommends adding a 2nd stage permeate flow meter to the design of the R/O skids so that the performance/operation of each of the R/O skids can be monitored by stage rather than as a single unit. This will be a valuable resource to the Owner when troubleshooting upsets in performance in order to determine where the fouling/scaling has occurred in the system. This can allow for significant savings in cleaning chemical costs if it is determined that only one stage of the system will need to be cleaned rather than the whole unit. The flow meters shall be 4" mag meters of the same make/model as those being supplied on the total permeate and concentrate lines of each R/O skid.

Total Adder\$11,616.00

6. Cartridge Filter Interconnect Valves

This change is to deduct the two specified 12" interconnect valves (ROBPS-CV552/CV562) from our scope of supply. Interconnect piping is being removed so the valves are no longer required. The contractor shall be responsible for providing inlet and outlet isolation valves on the pretreatment cartridge filter housings.

Total Deduct.....\$-5,212.00

7. R/O Feed Pump Modification

The RO feed pumps were specified as cast-iron/bronze fitted pumps. As part of our bid we advised against using these materials of construction for this pump. We investigated an alternate 316 stainless pump for this application but Flowserve does not offer an all stainless pump for this option. As an alternate, we are proposing changing the impeller, wear ring and shaft to 316ss and providing an internal coating to the pump to protect against corrosion. A specification sheet for the proposed coating is attached.

With the selection of the alternate membrane design described in Item #1 the design point of the RO feed pump can be reduced to 2,050 gpm @ 175 psi because of the reduction in feed pressure required. By lowering the design point the horse power requirement of the pump is reduced and the motor size can be decreased to 300 hp. The pump motor will not be designed to be non-overloading at any point on the curve as previously specified. Each R/O train is intended to only operate at the design flow rate and there are no operating conditions which would require it to operate at run-out conditions which is where the pump would overload the 300 hp motor.

Total Adder\$40,266.00

8. Add Electric Actuators to the Concentrate Control Valves

The R/O specification did not require a concentrate control valve be supplied with the R/O equipment. However, we included a manual concentrate control valve on each R/O skid because the system will not operate as designed without a way to control concentrate flow. Our recommendation would be to add a modulating electric actuator to this valve so that the control system will automatically adjust the position of this valve to maintain the design concentrate flow. If this is left as a manual valve the operators would be required to monitor the concentrate flow and adjust this valve accordingly when the operating conditions (raw water temperature, conductivity, fouling/scaling) occur.

Total Adder\$12,066.00

9. On-skid Butterfly Valve Change

This change involves removing the actuators from the following R/O skid butterfly valves and making them manually actuated valves as well as upgrading these valves from resilient-seat butterfly valves with 316ss discs to 316ss high performance butterfly valves. All valves shall be located so that they can be manually actuated from ground level when required. All valves 8" and larger shall have manual gear handwheel operators. All 6" valves shall have manual lever operators.

- 10" Feed Pump Discharge Butterfly Valve (ROBPD-CV612/622/632)
- 8" Stage 1 Cleaning Feed Isolation Butterfly Valve (CIPS-CV1815/1816/1817)
- 6" Stage 1 Cleaning Return Isolation Butterfly Valve (Not Shown in Drawings)
- 6" Stage 1 Cleaning Return Isolation Butterfly Valve (Not Shown in Drawings)
- 6" Stage 2 Cleaning Feed Isolation Butterfly Valve (Not Shown in Drawings)
- 6" Stage 2 Cleaning Return Isolation Butterfly Valve (CIPR-CV1828/1829/1830)

Total Adder\$3,504.00

10. 3-Way Permeate Ball Valves

This change is to add 1 ¼” PVC 3-way permeate ball valves on the permeate piping coming off of each individual pressure vessel. Including these valves will give the operators the ability to flow test each individual pressure vessel. At start-up each R/O train will be profiled and the individual flow from each pressure vessel will be recorded. The operators will then be able to utilize these valves in the future to set the system back to start-up conditions and determine if a loss in permeate production is concentrated in certain pressure vessels or is evenly distributed throughout an individual stage. These valves are also used to profile the R/O trains before and after a cleaning event to aid in the evaluation of the effectiveness of the cleaning. The total number of 1 ¼” 3-way ball valves to be supplied is one hundred and sixty-five (165). This total is inclusive of three (3) spare valves to be provided to the owner as spare parts upon completion of the job.

Total Adder\$26,082.00

11. ¼” Probing Valves

This change is to add ¼” PVC probing valves to each pressure vessel on the end opposite where the permeate piping is located. Including these valves gives the operators the capability to probe each individual pressure vessel if they need to troubleshoot a membrane performance issue. Each pressure vessel contains seven membrane elements. The individual pressure vessel sample valve gives the operator the capability to record the permeate conductivity from each pressure vessel but it does not provide the ability to determine the location of the problem within the vessel if a higher than expected vessel conductivity is recorded. The operator can utilize the probing valves to insert a ¼” tube into the pressure vessel through the probing valve so that they can record the permeate conductivity along the length of the pressure vessel and find the location of the problem that has caused the increase in conductivity. The total number of probing valves to be supplied is one hundred and sixty-eight (168). This total is inclusive of six (6) spare probing valves to be provided to the owner as spare parts upon completion of the job.

Total Adder\$5,086.45

If you have any questions in regards to any of the items I’ve detailed above please do not hesitate to call.

Thank you,

Ronald J Castle II, PE
Process Design Manager
Harn R/O Systems, Inc.

Memorandum #17-71

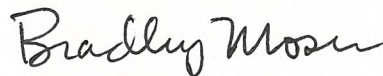
To: Amy Nelson, City Manager
From: Bradley Moser, Civil Engineer
Date: March 22, 2017
Subject: Stop Sign Installation at Mary Street and Donohoe Boulevard

Attached is Resolution #17-08 which, if approved, would establish a stop condition for the Mary Street traffic, at the intersection with Donohoe Boulevard.

Donohoe Boulevard, with the completion of the section from Douglas Avenue to Mary Street, now functions as a collector street. It will collect the traffic from the neighborhood's local streets and connect them to the arterial road, Douglas Avenue. With that being the case, it is expected that Donohoe Boulevard will carry a higher volume of traffic than Mary Street. The recommendation to stop the north and south bound traffic, entering the intersection of Mary Street and Donohoe Boulevard, is in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) and is consistent with the other streets (Francis, Pine and Mulberry) that intersect with Donohoe Boulevard.

Based on the information provided and the warrants outlined in the MUTCD, City staff recommends that stop signs be installed on Mary Street at the intersection with Donohoe Boulevard.

Respectfully submitted,

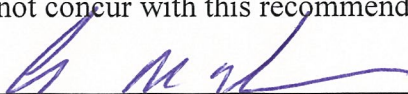


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Resolution #17-08, which provides for the installation of stop signs at Mary Street and Donohoe Boulevard, as detailed in Memorandum #17-71.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

cc: Adam Haberman

____ Roll call

RESOLUTION #17-08

A RESOLUTION AUTHORIZING THE PLACEMENT OF STOP SIGNS AT THE INTERSECTION OF MARY STREET AND DONOHOE BOULEVARD.

WHEREAS, Donohoe Boulevard functions as a collector street, and;

WHEREAS, the volume of traffic is expected to be greater on Donohoe Boulevard than Mary Street, and;

WHEREAS, installing stop signs on Mary Street, at the intersection with Donohoe Boulevard, would be consistent with the traffic control on the other local streets that intersect with Donohoe Boulevard;

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

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that a stop condition, from the north and south, be established on Mary Street at the intersection with Donohoe Boulevard.

Dated: _____

C.N. Gross
Mayor
City of Yankton

ATTEST:

Al Viereck
Finance Officer

DOUGLAS AVENUE

LYONS LN.

MARY ST.

FRANCIS

29th

STOP SIGN

STOP SIGN

DONOHUE

BOULEVARD

1

2

10

9

5

12

11

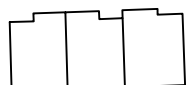
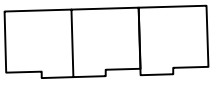
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8

RY STREET

NCIS STREET



Memorandum #17-66

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Agreement between Yankton Area Progressive Growth and the City of Yankton
DATE: March 21, 2017

We have been working with John Kramer and the rest of Yankton Area Progressive Growth on an Agreement between the two entities. Attached is the Agreement that Yankton Area Progressive Growth has agreed to.

Recommendation: It is recommended that the Commission establish an action to either table or consider the Agreement.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF YANKTON
AND YANKTON AREA PROGRESSIVE GROWTH**

This Agreement for Professional Services is made this 15TH day of MARCH, 2017, between the CITY OF YANKTON, SOUTH DAKOTA, and YANKTON AREA PROGRESSIVE GROWTH, hereinafter referred to as "City" and "YAPG", respectively.

**SECTION ONE
APPOINTMENT**

The City hereby recognizes YAPG, and YAPG hereby agrees to serve as the City's primary external agency in the industrial and business development of the City and an extension of the City's retail and archery development efforts. YAPG hereby agrees to the following conditions:

A. YAPG agrees to implement its plan, which may also be known as its Program of Work, for the City, in conformity with the budget approved for FY2017.

1. YAPG will submit a plan and budget prior to May 1, which shall include YAPG's goals and objectives for the subsequent calendar year.

The City Manager shall review the plan and budget and make recommendations to the City Commission. Upon receipt, the City Commission may make additions to the plan for the time period covered by the agreement for YAPG's consideration. The plan shall be approved by the City before being implemented. It shall be the responsibility of YAPG to follow the plan and budget as approved by the City.

2. The plan shall include a strategy to promote archery related development and assist the City in building relationships with archery related manufacturers and businesses.
3. The plan shall include a strategy to promote aviation manufacturing and aviation related development, including the marketing of City owned property at Chan Gurney Municipal Airport.

B. Include all City owned development properties in YAPG advertising, listing, and marketing efforts.

C. Consistent with the existing practice, the Mayor and one additional City Commissioner or the Mayor's two Designated City Commission representatives and the City Manager will serve on the YAPG Board of Directors.

D. Continue working towards the completion of Phase I of Westbrook Estates at the identified price points and monitor the workforce housing situation with City staff in anticipation of a decision on Phase II of the development.

E. Fund an update to the comprehensive housing study in the second half of 2017, if requested by the City, for an amount not to exceed \$20,000.

F. Continue to partner with the City on retail development. This may include the expansion of existing businesses and the targeted recruitment of businesses in sectors identified by the current Retail Market Study.

- G. All considerations set out in this Agreement, plans, monies, etc., are to be used to promote development in the City of Yankton and surrounding area.
- H. YAPG shall make all records of receipts and disbursements and provide the City of Yankton and its annual audited finance statement.

**SECTION TWO
PAYMENT**

- A. The City hereby agrees to provide \$213,000 to YAPG for services in implementing the above mentioned plan and other activities consistent with the YAPG mission.
- B. The City Finance Office will remit payment upon receipt of quarterly requests for payment.

**SECTION THREE
PROGRESS REPORTS**

YAPG hereby agrees to report on the progress of the program mentioned above. YAPG's quarterly newsletter will be distributed to the City Commission and City Manager to serve as this documentation. When requested YAPG shall provide general information and progress toward plan goals, specific projects, and programs. The report shall be received in writing by the City Manager and distributed to the City Commission. A representative shall appear before the City Commission whenever so requested.

**SECTION FOUR
TERMS OF AGREEMENT**

This Agreement shall begin on the 1st day of January, 2017 and terminate on the 31st day of December, 2017.

**SECTION FIVE
TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time by sending, by certified mail, a 90-day written notice of said termination. The Agreement shall terminate upon any default by either party that is not cured within thirty days of notice thereof. Default is defined as the failure to perform as required in the Agreement. Any misuse of funds shall be grounds for immediate termination without notice.

**SECTION SIX
STATE LAW**


This Agreement shall be governed by the laws of the State of South Dakota, and particularly SDCL 9-12-11.

**SECTION SEVEN
NO EMPLOYMENT OR AGENCY RELATIONSHIP**

This Agreement does not create an employment or agency relationship between the City and YAPG or any of its officers or employees.

City of Yankton

Yankton Area Progressive Growth



John Kramer, President

Amy Nelson, City Manager

Memorandum #17-62

To: Amy Nelson, City Manager
From: Todd R. Larson, Director of Parks, Recreation, & City Events
Date: March 20, 2017
Re: Proposed 2017 Great Life Summit Activities Center Affiliate Agreement

Attached is the proposed 2017 Summit Activities Center - Great Life Fitness Center Affiliate Agreement. Please note that the SAC would still be operated by the City in all operations. This is a one-year Agreement.

Great Life Golf and Fitness pass holders would be able to use the SAC during normal operation times without paying daily pass fees. The SAC will track the Great Life admissions by those 14 years of age and older and Great Life will reimburse the City for the admissions at \$1/admission. There is no minimum monthly reimbursement payment and there is a maximum reimbursement amount if there is a lot of use by Great Life pass holders.

With Fox Run Golf Course being an affiliate member of the Great Life organization, it seems reasonable to also enter into an agreement for the Summit Activities Center facility. This agreement is an opportunity to realize additional facility use without disrupting use of current members while also realizing increased revenue from those Great Life users.

The Agreement is for April, 2017 through March, 2018. The maximum amount per month is \$500. After one year of both the Fox Run and SAC affiliate Agreements, the City of Yankton will know more about the demand for the Yankton facilities by those with Great Life Memberships.

It is the recommendation of the Parks and Recreation Director to enter into the Great Life Agreement, as proposed, for 2017-2018.

Respectfully submitted,



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

I concur with this recommendation

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

AFFILIATE AGREEMENT

THIS AFFILIATE AGREEMENT (the “**Agreement**”) is made and entered into as of the **1st day of April, 2017** (hereinafter the “**Effective Date**”), by and between GL Management, LLC, a South Dakota limited liability company, GL Management MN, a Minnesota limited liability company, and Wild Oak, LLC, a South Dakota limited liability company (collectively hereinafter “**GL**”); and **the City of Yankton, a South Dakota municipality**, and **the Yankton School District, a South Dakota school district** (collectively hereinafter “**Affiliate**”),

WITNESSETH

WHEREAS, GL offers a membership program pursuant to which its Members have privileges to use certain fitness centers during the term of the Member’s active membership in GL;

WHEREAS, Affiliate owns and operates a fitness center in **Yankton, SD**, known as **Summit Center Activities Center** (the “**The Fitness Center**”);

WHEREAS, GL desires to have its members have access to utilize the Fitness Center subject to the terms and conditions herein; and

WHEREAS, Affiliate desires to allow the GL members to utilize the Fitness Center subject to the following terms and conditions herein and to collaborate with GL in fitness center operations and related matters as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions set forth herein, the sufficiency of which as consideration is acknowledged, the parties hereto agree as follows:

ARTICLE I SCOPE OF AFFILIATION

A. Fitness Center Usage Privileges. GL members holding a current and valid GL membership, shall be allowed to utilize the Fitness Center, without Fitness Center membership or usage fees, during the times and subject to the limitations specified below and in Attachment A hereto, incorporated herein by this reference. Such GL members utilizing the Fitness Center will be responsible for paying any other applicable fees or charges, including without limitation supplies or food and beverage.

B. GL Membership Program. GL shall maintain and allow electronic access by the Fitness Center staff to an active database of its members and their active membership status and type (individual, couple or family with members by name).

C. Payment For Privileges. GL shall pay to the Fitness Center a retainer as specified in Attachment B hereto, and incorporated herein by this reference.

D. Non-Usage Matters. In addition to the fitness center privileges provided for above, the parties further agree to cooperate on certain fitness center operations and related matters as described in Attachment C hereto, and incorporated herein by this reference

ARTICLE II
TERM OF AFFILIATION

This Agreement shall be effective as of the date first set forth above and, shall expire on the **31st day of March 2018** (the “Term”). The parties may extend the term of this Agreement in annual terms by updating and re-initialing the detailed terms contained in each of the Attachments hereto.

ARTICLE III
MANAGEMENT

Each party shall designate a person to be responsible for the overall administration of this Agreement. Such representatives shall meet from time to time to develop mutual operating efficiencies and opportunities between GL and Affiliate.

ARTICLE IV
NO PARTNERSHIP

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between GL and Affiliate or the Fitness Center and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as is provided herein or otherwise agreed in writing.

ARTICLE V
TRADEMARK, TRADE NAME AND COPYRIGHTS

Except as provided herein, this Agreement does not give either party any ownership rights or interest in the other party’s trade name, trademarks or copyrights. Notwithstanding the foregoing, during the Term of this Agreement, each party may use the other’s name and logo for the specific and limited purposes of promoting this affiliation. The right to use each other’s logo shall terminate upon termination of this Agreement for any reason.

ARTICLE VI
INDEMNIFICATION AND AFFILIATE INSURANCE

Each party shall indemnify, defend and hold the other, its affiliates, employees, agents and its members, managers, shareholders, directors, and officers, as the case may be, harmless from and against any and all third-party suits, actions, investigations and proceedings, and related costs and expenses (including reasonable attorney’s fees) relating to activities contemplated by this Agreement and resulting solely and directly from the indemnifying party’s negligence or willful misconduct. Neither party shall be required hereunder to defend, indemnify or hold harmless the other and/or its partners, shareholders, directors, officers, directors, employees and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the party seeking indemnification or of any third-party. Each of the Parties agrees to give the other prompt written notice of any claim or other matter as to which it believes this indemnification

provision is applicable. The indemnifying party shall have the right to defend against any such claim with counsel of its own choosing and to settle and/or compromise such claim as it deems appropriate. Each party further agrees to cooperate with the other in the defense of any such claim or other matter.

Further, Affiliate agrees to name GL as an additional insured, on a primary and non-contributory basis, on a commercial general liability policy with limits of One Million Dollars per occurrence for bodily injury, property damage, personal and advertising injury, including products and completed operations. Such policy shall provide that it shall not be cancelled unless GL shall have received written notice of impending cancellation, including the basis therefor, and shall have been afforded thirty (30) days thereafter to have cured the basis for impending cancellation. Affiliate shall provide GL with proof of compliance with this provision.

ARTICLE VII **NON-SOLICITATION OF PERSONNEL**

GL and Affiliate agree not to hire, or to engage as independent contractors, the other's employees during the term of this Agreement and for a period of one (1) year following termination of this Agreement except as may be mutually agreed in writing.

ARTICLE VII **GENERAL PROVISIONS**

A. Entire Agreement: This Agreement together with all documents incorporated by reference herein constitute the entire and sole agreement between the parties with respect to the subject matter hereof and supersede any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except for in writing signed by a duly authorized representative of each of the parties.

B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any document which may be annexed hereto, the terms of this Agreement shall govern.

C. Assignment and Delegation: Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party.

D. Notices: Any notice required or permitted to be given under this Agreement shall be in writing, delivered by hand delivery or by commercial overnight courier or registered or certified U.S. Mail, to the address stated below for GL or to the address stated below for Affiliate, and shall be deemed duly given upon receipt, or if by registered or certified mail three (3) business days following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

If to GL:
GL MANAGEMENT, LLC
3800 West 53rd Street
Sioux Falls, S.D. 57106-4223
Attn: Tom Walsh, Sr.

If to Affiliate:
Summit Activities Center
416 Walnut St., PO Box 176
Yankton, SD 57078
Attn: Todd Larson

With a copy to:
Quaintance Law Office P.C.
Attn: John Quaintance
110 S. Phillips Ave. Suite 100
Sioux Falls, S.D. 57104

With a copy to:

Den Herder & Hosmer Law Office

Attn: Ross Den Herder
329 Broadway Ave.

Yankton, SD 57078

E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

F. Governing Law and Litigation: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota without giving effect to its choice of law principles. Any litigation regarding this Agreement shall be venued in the Second Judicial Circuit Court, Minnehaha County, South Dakota and the prevailing party therein, as determined by the Court, shall recover from the non-prevailing party its attorneys fees and expenses, in addition to its statutory costs and disbursements.

G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

H. Counterparts: This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Agreement, to the extent signed and delivered by means of a facsimile transmission or as an attachment to an electronic mail message in "pdf" or similar format, will be treated in all manner and respects as an original agreement or instrument and will have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

GL MANAGEMENT, LLC
a South Dakota limited liability company

The City of Yankton
a South Dakota municipality


By: _____
Its: **Manager**
Date: _____

By: Amy Nelson _____
Its: **City Manager**
Date: _____

GL MANAGEMENT MN, LLC
a Minnesota limited liability company

The Yankton School District
a South Dakota school district

By: _____
Its: **Manager**
Date: _____

By:  _____
Its: **Business Manager**
Date: **3/16/17**

Wild Oak, LLC
a South Dakota limited liability company

By: _____
Its: **Manager**
Date: _____

ATTACHMENT A

Fitness Center Privileges

Times:

During the Term of this Agreement, GL Members may use the Fitness Center any time It is open for use by the public.

If necessary, promotional materials used by GL will include an annotation reference to the Fitness Center that “some restrictions apply.”

ATTACHMENT C

Minimum/ Maximum Monthly Retainer

April 2017	\$1 per use up to a maximum of \$ 500
May 2017	\$1 per use up to a maximum of \$ 500
June 2017	\$1 per use up to a maximum of \$ 500
July 2017	\$1 per use up to a maximum of \$ 500
August 2017	\$1 per use up to a maximum of \$ 500
September 2017	\$1 per use up to a maximum of \$ 500
October 2017	\$1 per use up to a maximum of \$ 500
November 2017	\$1 per use up to a maximum of \$ 500
December 2017	\$1 per use up to a maximum of \$ 500
January 2018	\$1 per use up to a maximum of \$ 500
February 2018	\$1 per use up to a maximum of \$ 500
March 2018	\$1 per use up to a maximum of \$ 500

The Use Fees and Maximum Monthly Retainer shall apply to Fitness Center uses by GL members **14 years of age or older**. **Children 13 years of age or younger** who are part of a family with a GL fitness membership may use the fitness center without charge, and the affiliate will not be entitled to compensation. The affiliate may, at its discretion, require that **children 13 years of age or younger** be accompanied by an adult.

The affiliate will not be entitled to compensation by GL for fitness center uses by members or pass-holders of The Affiliate's Fitness Center who also are GL members.

GL and Affiliate may agree to modify this retainer at any time by updating and re-initialing the detailed terms contained in Attachment B.

Memorandum #17-60

To: City Commission
From: Amy Nelson, City Manager
Date: March 17, 2017
Subject: Downtown Yankton Façade Grant Recommendations

Interest was strong for the second year of the downtown façade grant program, due in part to the four very successful projects funded and completed in 2016. Community and Economic Development staff received a large number of calls and visits about the program, ultimately receiving 16 applications, an increase over the program's first year. After conversations with applicants, staff believes that the straightforward application process and guidelines helped encourage the healthy number of submitted applications.

The applications were carefully reviewed by representatives from the Yankton County Historical Society, Planning Commission, and City Commission. The City Manager, and staff from the Community and Economic Development Department were also involved. I'd like to recognize Crystal Nelson, Brennan Ewald, Mike Healy, and Craig Sommer who generously offered their time to help with this project. Many of the applications included historic restorations, but new non-historic façade improvements are also part of the proposals.

The committee recommends funding two projects during this first round of funding. The total amount proposed is \$8,991.50, which if approved and matched with private dollars, will represent an investment of \$17,983 in the downtown area. Approximately \$6,000 remains of the initial \$15,000 allocation to the program.

The committee was impressed with the quality of the applications and the enhancements proposed, but asked that staff dialog with some applicants about additions or modification to their applications that might help them better meet both the their own goals and the program guidelines in the future. With those modifications, the group hopes to meet again and be able to propose additional project(s) for the remaining grant allocation as part of a second round of grants at a later date in 2017.

Projects recommended for funding:

- 114 ½ West 3rd Street, Adrienne Adderley dba Loafers: Installation of awing, repair and painting of wooden facade, repainting of door and period consistent replacement of hardware. Funding recommendation: \$1,405.00.
- 106 West 3rd Street, Cyndi Hunhoff dba Lisa's Fashions: Removal of metal awning and wooden siding and the addition of new decorative finishings and lighting. Funding recommendation: \$7,586.50.

If approved, staff will contact the awarded grantees and make arrangements to begin the projects. Most projects will begin within a few weeks with completion in summer or fall of 2017.

Respectfully,



Amy Nelson
City Manager

Recommendation: It is recommended that the City Commission approve offering grant agreements to the projects selected by the committee.

Memorandum #17-70

To: Amy Nelson, City Manager
From: Kyle Goodmanson, Director of Environmental Services
Subject: Addendum to Engineering Contract with McLaury Engineering for Hwy 50
Date: March 27, 2017

Staff continues to work with McLaury Engineering on the 4th Street Utility Reconstruction needed in conjunction with the South Dakota Department of Transportation project. Attached is an outlined scope of work to amend the current contract for construction management for phase 2.

The attached Scope of Services is an amendment to our agreement with McLaury Engineering to provide professional engineering to perform construction management and inspection.


The project includes utility work from Burleigh Street to Archery Lane. The project includes water main replacement and additional hydrants.

The existing gravity sewer will be replaced and relocated with a new force main to allow for storm sewer improvements.

The project was budgeted for \$1,100,000.00 in 2015 budget. The 2016 budget increased the total project cost to \$1,430,000.00. This increase is to account for additional project cost including engineering.

It is recommended that the Director of Environmental Services be authorized to enter an agreement with McLaury Engineering for services outlined in the attached scope of services. Additional services for phase 2 construction management not to exceed \$55,000.00.

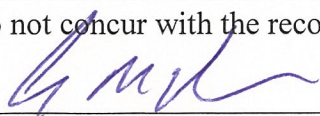
Respectfully Submitted,


Kyle Goodmanson
Director of Environmental Services

Attachments

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson, City Manager

____ Roll call

ADDENDUM #5

Original Contract Date: 03/15/2017

4TH Street Utility Reconstruction

City of Yankton

MEI Project Number 32120502



RE: Construction Administration Services Phase 2
Estimated Cost of Design Fee: \$55,000

Scope of Professional Services

City of Yankton

MEI Project No. 32120502 - Addendum #5 Additional Work - Construction Administration PH 2

<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Total Hours</u>	<u>Estimated Cost</u>
PD	Project Director	\$160.00	25	\$4,000.00
PM	Project Manager	\$140.00	20	\$2,800.00
SDE	Senior Design Engineer	\$115.00	20	\$2,300.00
DE	Design Engineer	\$90.00	510	\$45,900.00
			Total 575	<u>\$55,000.00</u>

Summary of Contract

Original Contract (Memorandum #14-21, January 21, 2014)	\$118,000.00
Addendum #1 Split Plans (April 29, 2016)	\$18,000.00
Addendum # 2 Sewer Hwy 50 Project (Memorandum #16-134 May 18, 2016)	\$16,000.00
Addendum #4 Construction Inspection PH 1	\$55,000.00
Addendum #5 Construction Inspection PH 2	\$55,000.00
Total Contract to Date	\$262,000.00

CONTACT PERSON

City of Yankton: Kyle Goodmanson, Director of Environmental Services

CONSULTANT: Kim L. McLaury, PE, PLS, McLaury Engineering, Inc.

AGREED TO THIS _____ DAY OF _____, 2017

SIGNATURE: _____

PRINTED NAME: Kyle Goodmanson

TITLE: Director of Environmental Service

SIGNATURE: Kim L. McLaury Date: March 15, 2017

PRINTED NAME: Kim L. McLaury, PE, PL

TITLE: President

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